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PREMISES LEASE

THIS LEASE entered into this _____ day of _____, between _____ (Landlord), and The City of Ft. Lauderdale (Tenant).

Landlord, in consideration of the rent to be paid by Tenant, and in consideration of the covenants to be performed by Tenant, hereby leases to Tenant the following described Premises (the Premises):

Tenant is leasing _____, of the total property located at _____

Office Center
Leased Premises:
Landlord's Name:
Landlord's Address:

Tenant's Trade Name: The City of Ft. Lauderdale
Tenants / Owner's Name: The City of Ft. Lauderdale
Tenant's Address: 100 N Andrews Ave
Fort Lauderdale
Tenant's Main Phone No: 954-8285115
Tenant / Owner's Home Phone No: _____

Article 1 - Term

Section 1. If the term commences on any day of a calendar month other than the 1st day, Tenant shall pay Landlord the monthly installment of rent as provided for in this paragraph for such commencement month on a pro rata basis (such proration to be based on the actual number of days in the commencement month). Thereafter, **Note: Rent is due on the first (1st) of every month.**

| | |
|----------------------------------|---|
| Lease Term: | The term of this lease is Five_ (5) Years. |
| Options: | The Tenant has One (1) Five Year option. |
| Lease Square Feet: | _____ |
| Percentage to the Office Center: | _____ |
| Lease Commencement Date: | Lease shall commence 30 days after full execution |
| Term Commencement Date: | _____ |
| Anniversary Date: | _____ |
| Rent Commencement Date: | See Section -2 |
| Lease expiration Date: | _____ |
| Open for Business Date: | TBD |

Section 2. Rent and triple net charges will commence on _____. Tenant shall pay first month's rent prior to occupancy. The Lease is valid and enforceable upon execution by both parties.

Article 2 - Rent

Section 1. Tenant hereby agrees to pay to Landlord from the date of term commencement, at such place as Landlord may designate in writing, rent for the Premises as follows:

| Description | Amount/SF | Annual | Monthly |
|--------------------------|-----------|-------------|---------|
| Base Rent (Minimum Rent) | _____ | \$97,096.65 | _____ |
| Total Rent | _____ | \$97,096.65 | _____ |

The City of Ft. Lauderdale Lease

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Landlord _____

Tenant _____

Tenant is a Florida municipal corporation and the intended use of the Premises is for governmental or public purposes. As such the lease of the Premises is exempt from sales or use tax.

Section 2. Tenant shall be responsible for its prorata share of increases in Operating Expenses over the Base Year 2015. Current Operating Expenses are estimated to be \$5.50. Controllable expenses shall be capped at 3% per annum; CAMs shall be billed and collected on monthly basis with base rent.

The Operating Expenses shall be determined as though the Building were occupied at the actual occupancy rate or at an occupancy rate of ninety-five (95%) percent, whichever is higher. Tenant shall pay to Landlord, on the first day of each month starting with the Rent Commencement Date, as Additional Rent, an amount equal to Tenant's Proportionate Share of Landlord's estimate of the Operating Expenses for that calendar year. If there shall be any increase or decrease in the Operating Expenses for any year, whether during or after such year, Landlord shall furnish to Tenant a revised estimate and the Operating Expenses shall be adjusted and paid or refunded, as the case may be. If a calendar year ends after the expiration or termination of this Lease, the Additional Rent payable hereunder shall be prorated to correspond to that portion of the calendar year occurring within the Term of this Lease.

The foregoing notwithstanding, the following items shall be excluded from Operating Expenses:

(i) leasing commissions, space planner fees, advertising expenses, attorneys' fees, costs and disbursements and other expenses incurred in connection with leasing, renovating or improving rentable space in the Project for tenants or prospective tenants of the Project;

(ii) costs (including permit, license and inspection fees) incurred in renovating or otherwise improving or decorating, painting or redecorating space for tenants or vacant space, however, this exclusion shall be inapplicable to costs incurred pursuant to commercially reasonable deductible amounts in case of casualty;

(iii) Landlord's costs of any services provided to tenants for which Landlord is entitled to be reimbursed by such tenants as an additional charge or rental over and above the Base Rent and Operating Expenses payable under the lease with such tenant or other occupant;

(iv) any depreciation or amortization of the project except as expressly permitted herein;

(v) costs incurred due to a violation of Law by Landlord relating to the project;

(vi) principal, interest or amortization payments (or any other payments) on or under any mortgages or deeds of trust or any other debt for borrowed money;

(vii) all items and services for which Tenant or other tenants reimburse Landlord outside of Operating Expenses;

(viii) repairs, replacements or other work occasioned by fire, windstorm or other casualty to the extent in excess of commercially reasonable deductible amounts of Landlord's property insurance;

(ix) repairs, replacements or any other work paid for through insurance proceeds (in excess of any commercially reasonable deductible) or condemnation proceeds;

(x) legal expenses incurred for (i) negotiating lease terms or leases for prospective tenants, (ii) negotiating termination, amendment or extension of leases with existing tenants, (iii) proceedings against any other specific tenant relating solely to the collection of rent or other sums due to Landlord from such

tenant or the enforcement of leases, or resolving disputes with tenants (including Tenant), or (iv) the development and/or construction of the Project; and

- (a) (xi) repairs resulting from any defect in the original design or construction of the Project.
- (b) (xii) the wages of any employee for services not related to Property level accounting or the management, maintenance, operation and repair of the Project;
- (c) (xiii) Rents underground leases;
- (d) (xiv) costs incurred in selling, syndicating, financing or mortgaging any of Landlord's interests in the Project;
- (e) (xv) the cost of any service furnished to other tenants of the Project which Landlord does not make available to Tenant, and the costs of any special services rendered to individual tenants (including Tenant), for which a special, separate charge payable only by such tenant(s) is made;
- (f) (xvi) Salaries, wages, or other compensation paid to officers or executives of Landlord above the rank or level of Vice President of Operations and General Manager for [REDACTED];
- (g) (xvii) Fines and penalties incurred by Landlord;
- (h) (xviii) overhead and profit increment paid to Landlord or to subsidiaries or affiliates of Landlord for goods and/or services in or to the Project to the extent the same materially exceeds the costs of such goods and/or services rendered by unaffiliated third parties on a competitive basis;
- (i) (ixx) Landlord's general corporate overhead and general and administrative expenses unrelated to the management, maintenance, operation and repair of the Project, including, without limitation, the preparation of Landlord's tax returns;
- (j) (xx) Advertising and promotional expenditures;
- (k) (xxi) Tax penalties incurred as a result of Landlord's negligence, inability or unwillingness to make payments and/or to file any tax or informational returns when due;
- (l) (xxii) Landlord's charitable or political contributions;
- (m) (xxiii) Any increases in premiums for any insurance maintained by Landlord resulting from the extra-hazardous activities of Landlord or tenants;
- (n) (xxiv) Any costs of maintenance, repairs or replacements required because of the willful misconduct of Landlord, its employees, agents or contractors;
- (o) (xxv) Any costs of environmental remediation or abatement of hazardous materials;
- (p) (xxvi) Damages or attorneys' fees incurred with respect to Landlord's torts;
- (q) (xxvii) Costs resulting from a default, breach or violation by Landlord or any tenant of any lease;
- (r) (xxviii) Association dues and fees of business trade organizations;

(s) (ixxx) cost of remedying any violations affecting the Project (however this shall not exclude costs of complying with laws);

(t) (xxxix) Electrical costs reimbursed directly by tenants (including Tenant);

(u) (xxxixii) Costs of commercial concessions other than parking attendant operated by Landlord for a profit;

(v) (xxxixiii) Costs attributable to retail stores or storage space in the Project.

(w) (xxxixiv) The cost to maintain, repair and replace any structural elements of the Building or Project, including the roof, foundation and walls:

Section 3. The Tenant has paid the following sums as a security deposit:

- A. Security Deposit \$NONE
- B. Pre-paid First Month's Rent [REDACTED]

Section 4. Base Rent shall increase 3.0% annually for the initial term of the Lease.

Section 5. There shall be added to the above rent all applicable taxes then in force which may be imposed on rents to be received by the Landlord.

The foregoing notwithstanding, Tenant shall not be responsible for:

(i) tax penalties incurred as a result of Landlord's negligence, inability or unwillingness to make payments and/or to file any tax or informational returns when due.

(ii) Any taxes levied due to Landlord's or any other tenant's actions or inactions.

Notwithstanding, the Tenant is a Florida municipal corporation and is exempt from sales tax.

Section 6. Notice to Landlord to Repair or Breach of Warranty. In the event Tenant discovers the necessity for Landlord to repair any part of the Premises or the common areas of the Office Building that Landlord is obligated to repair and maintain under this Lease or if Landlord has breached the 90 day warranty in Article 17, Tenant shall provide Landlord with written notice specifically describing the repair or maintenance required (except in the event of an emergency in which case advance written notice from Tenant is not required). Landlord shall promptly undertake to repair same within thirty (30) days of the date of Tenant's notice, provided that if such repairs cannot reasonably be accomplished in said time period Landlord shall have commence such repairs within said time period and thereafter diligently pursue the repair. Except as provided below, in no event shall Tenant be permitted to withhold Rent or terminate this Lease as a consequence of Landlord's failure to maintain or repair the Premises or the common areas of the Office Building; provided however, Tenant must notify Landlord in writing of any condition at the Premises or the common areas of the Office Building where Landlord otherwise fails to meet its maintenance responsibilities under this Lease. Landlord shall promptly undertake to repair same, with minimum interference to Tenant's use and enjoyment of the Premises. If Landlord fails to make necessary repairs within thirty (30) days after Landlord's receipt of such notice from Tenant, Tenant shall provide a second written notice to Landlord to make the noticed repairs; provided however, if the nature of the remedial action is such that it cannot be reasonably completed within such thirty (30) day period, then Landlord shall have such additional reasonable period of time to complete such repair and Tenant's right of self-help hereunder shall toll so long as Landlord diligently pursues completion of the repair. Subject to the terms and conditions set forth in the preceding sentence, in the event that Landlord fails to commence the required work within fifteen (15) days from Landlord's receipt of such second

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Landlord

Tenant

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notice, then Tenant may, at its option, make such repairs, but in to event shall Tenant be permitted to perform any obligation of Landlord which effects the electrical, structural or mechanical systems of the Premises or the Office Building or the exterior of the Office Building. Tenant shall provide to Landlord written evidence of the reasonable and actually incurred costs of making the requisite repairs (excluding any overhead or administrative costs to Tenant) and Landlord shall within thirty (30) days from receipt of such evidence pay to Tenant such reasonable and actually incurred costs. In the event that Landlord fails to timely remit such amounts to Tenant, Tenant shall provide a second notice to Landlord of the amount due. In the event that Landlord fails to remit payment within five (5) days after Landlord's receipt of such second notice, then Tenant shall be entitled to offset such sums against next accruing payments of Base Rent. Notwithstanding the foregoing, no notice shall be necessary in the event of an emergency of a life or public safety emergency before Tenant may exercise its rights hereunder.

Section 7. If any payment of rent or other charges due Landlord, is not received by Landlord within fifteen (15) days from the due date, the Tenant shall bear interest at the rate of 5% per annum, from the due date until such payment is delivered to the Landlord. Any and all sums payable by the Tenant to Landlord under this Lease in addition to the Base Rent set forth in Article 2, Section 1 of this Lease, shall be deemed to be and shall become additional rent under this Lease whether or not the same be designated as such, and shall be included in the term "rent" whenever used in this Lease. Landlord shall have the same remedies for Tenant's failure to pay such additional rents as for Tenant's failure to pay the rent, as stated in this Lease.

Section 8. All other sums of money or charges shall be paid by Tenant under this Lease, which shall include but not be limited management fees and costs, clerical fees & costs or administrative costs & fees, incurred by Landlord to interpret or to enforce the provisions of this Lease or interest charges on past due payments and shall be deemed to be and shall become collectible under this Lease and shall be paid by Tenant as additional rent with the next installment of Base Rental.

Article - 3 - Use & Occupancy

Section 1. During the term of this Lease, the Premises shall be used and occupied only for the following purposes:

Typical Office space for The City of Ft. Lauderdale office purposes and any other legally permissible use in furtherance of Tenant's operating objectives. Tenant agrees to conduct its business at all times in a high class and reputable manner. Tenant shall promptly comply with all laws, ordinances and lawful orders and regulations affecting the Premises, and the cleanliness, safety, occupation and use of same. No auction, fire or bankruptcy sales shall be conducted in the Premises without Landlord's consent which shall not be unreasonably withheld, conditioned or delayed. Tenant shall not use the hallways, sidewalks adjacent to the Premises for business purposes without Landlord's prior written consent which shall not be unreasonably withheld, conditioned or delayed.

Article 4 - Utilities and Services

Section 1. Tenant shall pay its actual charges for premises of all charges for electric, telephone, security and fire alarm and Janitorial services for the Premises.

Article 5 - Landlord's Obligations

Section 1. Landlord agrees to cause the necessary meters, mains, conduits, and other facilities to be provided and be of adequate capacity for Tenant's use to make electricity available for normal office use. Landlord will provide and maintain the restroom facilities in common areas of the Office Building.

Section 2. Landlord covenants and agrees, at its expense without reimbursement or contribution by Tenant, to keep, maintain, and replace, if necessary, the main structure of the Office Building including foundations, load bearing walls, and roof of the Office Building, electrical and plumbing systems to the point of distribution within the Premises, except that Landlord shall not be called upon to make any repairs caused by the negligence of Tenant, its agents or employees.

Section 3. Landlord shall not be liable to Tenant in damages or otherwise if the utilities or services are interrupted or terminated because of necessary repairs, installations, improvements, or any other cause beyond Landlord's reasonable control, nor shall any such interruption or termination relieve Tenant of the performance of any of its obligations hereunder. . The foregoing notwithstanding, in the event of a service interruption caused by Landlord or Landlord's agents, vendors or employees negligence, Tenant shall receive daily rental abatement until such time as service is restored.

Section 4. Landlord shall not disclose Tenant's presence in the building to any prospect, tenant or other entity without Tenant's prior consent. Landlord shall only disclose Tenant's presence to owners, employees of owner, affiliates or joint-venture partners of owner and the Mortgage Company.

Article 6 – Tenant's Obligations

Section 1. Tenant shall not perform any acts or carry on any practices which injure the Office Building or be a nuisance or menace to other Tenants in the Office Building in which the Premises are located, and shall keep the Premises, hallways, common areas, restroom facilities, the sidewalks adjacent to the Premises, the rear area of the Premises and the service area and corridors allocated for the use of Tenant clean and free from rubbish, dirt, insects and odors at all times. Tenants will place all trash and garbage in the dumpster for trash pickup. Tenant shall not burn any trash of any kind in or about the Office Building in which the Premises are located. Landlord shall contract for the pickup of normal office type trash and garbage for the entire Office Center and in such event Tenant shall pay Landlord it's pro rata cost for such service. Tenant shall deposit its normal office type trash and garbage in Office Building's common dumpster. Tenant will be responsible for disposal of all environmentally sensitive, medical or all other garbage and trash that are not considered to be normal office trash.

Landlord shall provide good working A/C for the Premises and shall replace when necessary and Tenant shall be responsible for the routine maintenance for HVAC on monthly basis, change A/C filters and necessary maintenance.

Section 2. The Premises shall at all times be kept in good order, condition and repair by Tenant, and shall also be kept in a clean, sanitary and safe condition in accordance with all directions, rules and regulations of the health officer, fire marshal, Office Building inspector Office Building department, applicable codes or other proper officers of the governmental agencies having jurisdiction, all at the sole cost and expense of Tenant. Tenant shall permit no water damage or injury to the Premises if such are caused by the Tenant, and Tenant shall at its own cost and expense replace when necessary and maintain in good working order, any ceiling tiles, lighting fixtures, all plumbing fixtures for the Premises.

Section 3. At the expiration of this Lease, Tenant shall surrender the Premises in good condition, reasonable wear and tear, loss by fire or other unavoidable casualty excepted. Tenant shall have no obligation to restore or pay for the restoration of the Premises including, specifically, that Tenant shall not be required to remove or pay for the removal of Tenant's cable and wiring at the expiration or early termination of the Lease Term.

Section 4. Tenant shall not erect or install any exterior or interior window or door signs or window or door lettering or placards without the prior written consent of Landlord which shall not be unreasonably withheld, conditioned or delayed. Tenant agrees not to use loudspeakers, music generating equipment or video broadcasts in a manner to be heard outside the Premises. Tenant shall not permit any noxious, foul or disturbing odors to emanate from the Premises. Landlord shall provide Building Standard Suite entry signage displaying only the Suite number. Landlord shall not place Tenant in the Building Lobby Directory.

Section 5. All alterations, additions, improvements and fixtures, other than trade fixtures, which may be made or installed by either of the parties hereto upon the Premises and which in any manner are attached to the floors, walls or ceilings, shall be the property of the Landlord and at the termination of this Lease shall remain upon and be surrendered with the Premises as a part thereof. Any linoleum or other floor covering of similar character which may be adhesively affixed to the floor of the Premises shall become the property of the Landlord. No alterations or additions affecting the structure of the building or which require permits may be made to the Premises may be made without the proper written consent of the Landlord which shall be given at Landlord which shall not be unreasonably withheld, conditioned or delayed, and which may be predicated upon Tenant's use of contractors who are reasonably acceptable to Landlord. Tenant shall be required to obtain all appropriate government permits and approvals, at Tenant's expense, prior to beginning of any such work in the Premises, and shall furnish to Landlord copies of such permits and approvals prior to commencement of such work. Tenant shall be responsible for closing all permits obtained by its Tenant and/or its sub-contractors. The foregoing notwithstanding, Tenant may, without Landlord's consent, make non-structural cosmetic alterations to the Premises.

Section 6. Landlord, its agents and employees shall not be responsible for any damage to any property of Tenant (including without limitation appliances, equipment, machinery, stock, inventory, fixtures, furniture, improvements, displays, decorations, carpeting and painting) or of others located on the Premises, nor for the loss of or damage to any property of Tenant or of others by theft or otherwise. Landlord shall not be liable for any injury or damage to persons or property resulting from fire, smoke, explosion, falling plaster, steam, gas, electricity, fire, wind, water, rain, sprinklers or leaks from any part of the Premises or from the pipes, appliances or plumbing works or from the roof, street or subsurface or from any other place or by dampness or by any other cause of whatsoever nature. Landlord shall not be liable for any such damage caused by other Tenants or persons on the Premises, occupants of the Office Center or of adjacent property the public, or caused by operations or construction of any private, public or quasi-public works. Landlord shall not be liable for any latent defect in the Premises or in the Office Center. All property of Tenant kept or Premised on the Premises shall be so kept or Premised at the sole risk of Tenant and Nothing herein shall be construed as waiver of the Tenant's sovereign immunity.

Section 7. Tenant shall not carry any goods or conduct its business in a manner which will in any way tend to increase the insurance rates on the Premises or the Office Building of which they are a part. Tenant agrees to pay as additional rental any increase in Landlord's insurance premiums resulting from the business carried out by Tenant, whether or not Landlord has consented to the same. If Tenant installs any electrical equipment that overloads the lines or circuits in the Premises, if approved by the Landlord, Tenant shall at its own expense make whatever changes are necessary, and will comply with the requirements of the insurance underwriters and governmental authorities having jurisdiction.

Section 8. Other than the repairs which shall be the obligation of Landlord as required pursuant to Article 5. hereof, Tenant shall, at its own cost and expense, take good care of and make necessary repairs and replacement, to the interior of the Premises, and the fixtures and equipment therein, including locks and entrances, signs, showcases, floor coverings, interior walls, partitions, lighting fixtures, heating, ventilating and air conditioning equipment within the Premises, and plumbing and sewage facilities within the Premises, except that for the first 90 days of the Lease, these matters are covered under the Landlord's warranty as set forth in Article 17, Section 1. Tenant agrees to keep and maintain in good condition the electrical equipment in the Premises. Tenant shall have the obligation to keep the interior of the Premises, hallways adjacent to the Premises, in a neat and orderly condition, and free from debris and rubbish at all times. Tenant's window cleaner must clean glass and aluminum and use a drop cloth.

Article 7 – Tenant's Insurance

Section 1. Tenant is self-insured pursuant to the provisions of 768.28 Florida Statutes (2014) with respect to general liability coverage. To the extent Tenant fails to remain self-insured, then Tenant shall, during the term of this lease, maintain commercial general liability insurance, insuring both Landlord and Tenant. Nothing herein shall be construed as a waiver of the Tenant's sovereign immunity per 768.28 Florida Statutes (2014). Tenant shall be added as additional insured to Landlord's policy.

Section 2. Tenant is self-insured pursuant to the provisions of 768.28 Florida Statutes (2014) with respect to all-peril property coverage. To the extent Tenant fails to remain self-insured, then Tenant shall, during the term of this lease, maintain all-peril property insurance upon all property in the premises owned by tenant, or for which Tenant is legally liable.

Section 3. Tenant is self-insured pursuant to the provisions of 768.28 Florida Statutes (2014). To the extent Tenant fails to remain self-insured with respect to coverage otherwise required by this lease, then Tenant shall be required to secure such coverage. On any policies of insurance required to be secured, then such policies shall be issued in a form acceptable to Landlord by insurance companies with general policyholder's rating of "A" as rated in the most current AM Best Directory, and qualified to do business in Florida. Each and every such policy:

- i. shall name Landlord and any other such parties in interest as additional insured or loss payee as permitted by the policy;
- ii. shall be for the mutual and joint benefit and protection of Tenant and Landlord and any other such parties in interest as additional insureds or loss payees;
- iii. shall deliver certificate of insurance to Landlord and any other such parties in interest on or before delivery of possession of the premises to Tenant and thereafter, within 30 days prior to the expiration of each policy and as often as any such policy shall expire or terminate, renewal or additional policies shall be procured and maintained in like manner and to like extent;
- iv. shall contain a provision that Landlord and any other such parties in interest will receive at least 30 days notice in writing in advance of any cancellation, termination or lapse, or the effective date of any reduction in the amount of insurance;
- v. shall be written as a primary policy which does not contribute to and is not in excess of coverage which Landlord may carry; and
- vi. shall contain a provision that Landlord and any other such parties in interest, although named as additional insured or loss payee, shall nevertheless be entitled to recover under said policies for any loss occasioned to it, its servants, officers, agents, invitees and employees by reason of the negligence of Tenant.

Section 4. Any insurance provided for herein may be maintained by means of a policy or policies of blanket insurance, provided, however, that: (i) Landlord and any other parties in interest from time to time designated by Landlord to Tenant shall be named as an additional insured thereunder as their respective interest may appear; (ii) the coverage afforded Landlord and any such other parties in interest will not be reduced or diminished by reason of the use of such blanket policy of insurance; and (iii) the requirements set forth in this Article are otherwise satisfied.

Section 5. These insurance requirements are subject to modification in the event, and to the extent any mortgagee of Landlord requires different insurance. In such event, the requirements of such mortgagee shall control.

Article 8 - Radon Gas

Section 1. Radon is a naturally occurring radioactive gas that, when it has accumulated in a Office 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 Office Buildings in Florida. Additional information regarding radon and radon testing may be obtained from the county public health unit by the Tenant. Tenant agrees that the Landlord is not responsible for any damage caused by this naturally occurring gas.

Article 9 - Lease Assignment and Subletting:

Section 1. Tenant agrees not to assign, sublet or in any way transfer this Lease or any interest therein without the previous written consent of Landlord which shall not be reasonably withheld, conditioned or delayed, Tenant may assign its leasehold interest or sublease to another governmental entity without first obtaining Landlord's written consent, but with at least fifteen (15) days prior written notice to Landlord, hereinafter "Permitted Transferees".

Any attempted assignment by Tenant without the prior written consent of Landlord other than to permitted Transferees shall be null and void. Consent by Landlord to one or more assignments of this Lease or the Premises shall not operate as a consent to any subsequent assignments, each of which shall require Landlord's separate consent which shall not be unreasonably withheld, conditioned or delayed. Notwithstanding any such assignment, Tenant shall remain fully liable and shall not be released from performing any of the terms of this Lease or any amendments or addendums hereto, nor shall any guarantor be released from any liability thereunder. Any transfer, sale, pledge or other disposition of any ownership interest in Tenant or its rights under this Lease, or any attempts by Tenant to grant any rights in and to the Premises to any third party, shall be deemed as assignment other than to permitted Transferees under this Article. In the event Landlord consents to an assignment, Landlord may charge Tenant a minimum administrative and legal fee of \$1,500.00.

Article 10 – Eminent Domain

Section 1. If the whole of the Premises shall be taken by any public authority under the power of eminent domain, then, at the time of taking, the term of this Lease shall cease and the rent due hereunder shall be paid only up to that day. If any part of the Premises shall be taken as aforesaid, and such partial taking shall render that portion not so taken unsuitable for the business of Tenant, as determined by Landlord and Tenant, then this lease shall cease and terminate as aforesaid. If such partial taking is not extensive enough to render the Premises unsuitable for business of Tenant, then this Lease shall continue in effect except that the minimum rent shall be reduced in the same proportion that the floor area of the Premises taken bears to the original floor area demised and Landlord shall, upon receipt of the condemnation award, make all necessary repairs or alterations to the Office Building in which the Premises are located so as to constitute the portion of the Office Building not taken a complete architectural unit, but such work shall not exceed the scope of the work to be done by Landlord originally constructing said Office Building, nor shall Landlord in any event be required to spend for such work an amount in excess of the amount received by Landlord as damages for the part of the Premises so taken. "Amount received by Landlord" shall mean that part of the condemnation award which is free and clear to Landlord of any collection of mortgages for the value of the diminished fee. If more than twenty percent of the floor area of the Office Building in which the Premises are located shall be taken as aforesaid, Landlord may, by written notice to Tenant, terminate this Lease, upon 30 days written notice. All damages awarded for such taking shall belong to Landlord whether such damages shall be awarded as compensation for diminution in value to the leasehold or to the fee of the Premises, provided, however, that Landlord shall not be entitled to any portion of the award made to Tenant for cost of removal of stock and fixtures.

Article 11 – Damage to the Office Building

Section 1. If the Premises shall be damaged by fire, the elements or other insured casualty not due to Tenants negligence or action but are not thereby rendered untenable in whole or in part, Landlord shall promptly at its own expense, to the extent of available insurance proceeds from landlord policies, cause such damage to be repaired within one- hundred eighty (180) days, and the rent shall be abated for that portion of the Premises which is tenantable. If by reason of such occurrence, the Premises shall be rendered untenable only in part, Landlord shall promptly, at its own expense, to the extent of available insurance proceeds from Landlord policies cause the damage to be repaired within one-hundred eighty (180) days, and the Base Rent shall be abated in proportion to the portion of the Premises rendered untenable. If the Premises shall be rendered wholly untenable by reason of such occurrence, Landlord shall promptly, at its own expense, to the extent of available insurance proceeds, cause such damage to be repaired and the minimum rent shall be abated in whole; provided however, that Landlord in its sole judgment, for any reason, shall have the right to be exercised by notice in writing, to elect not to reconstruct the destroyed Premises, and in such event this Lease and the tenancy hereby created shall cease as of the said occurrence, the minimum rent to be adjusted as of such date. Said notice shall be given within one hundred and twenty (120) days of said occurrence. Landlord's obligations as to restoration as provided in this Section shall be as to the shell, framework, partition, fixtures and structure of the Office Center, electrical, plumbing, and other systems up to the Premises, but not within the leased Premises. Landlord's obligation to repair and rebuild, as described in this section, is only effective provided that damage and destruction is not due to Tenant's negligence, omissions, or wrongful malfeasance or misfeasance of Tenant, its agents, servants, employees, licensees, visitors, customers, patrons or invitees.

Article 12 – Tenant's Default

Section 1. If Tenant shall not pay rent or any other monies due hereunder at the time and in the manner stated or abandons the Premises, or shall fail to keep and perform any other condition, stipulation or agreement herein contained on the part of Tenant to be kept and performed, or if Tenant shall suffer to be filed against Tenant an involuntary petition in bankruptcy or shall be adjudged voluntary or involuntary bankrupt, or make an assignment for the benefit of creditors, or should there be appointed a receiver to take charge of the Premises either in the State Courts or in the Federal Courts, then, in any such events, Landlord may, at Landlord's option, declare this Lease in default, and in such event, Landlord shall in addition to remedies by law available to Landlord based upon such default; including court costs and attorney's fees, appellate attorney's fees and court costs as well as Landlord's reasonable administrating costs, brokerage fees and other reasonable associated costs, have the right to terminate the Lease. Any sums not paid when due shall bear interest at 18% per annum.

Section 2. If Tenant is in monetary default under this Lease more than (2) times within any twelve (12) month period, and/or for any number of continuing defaults, irrespective of whether or not such default is cured, then, without limiting Landlord's other rights and remedies provided for in this Lease or at law or equity, the Security Deposit shall automatically be increased by an amount equal to one additional monthly rental equal to the total monthly rental currently being paid by Tenant, and Landlord may require future payments to be in the form of cash or a cashier's check.

Section 3. It is agreed that if the Tenant abandons possession of the rental unit during the term of this Lease, or is lawfully evicted by the Landlord, then the Landlord may, at its sole option, re-take possession of the rental unit and make good faith effort to re-rent it for the Tenant's account. But such re-taking of possession shall not constitute a rescission of this Lease nor a surrender of the leasehold estate.

Section 4. In the event Tenant remains in possession of the Premises after the expiration of this Lease and without the execution of a new lease, Tenant shall be deemed a Tenant from month to month only if allowed by the Landlord, subject to all the conditions of this Lease except that the monthly rental shall be one hundred and twenty five (125%) then current monthly rent.

Section 5. If Tenant defaults in the performance of any of the terms, provisions, covenants and conditions of this Lease and by reason of such default, Landlord employs the services of an attorney or accountant to enforce performance of the covenants or to perform any service based upon default, then in any of said events, Landlord shall be entitled to reasonable attorney's fees (including paralegal and similar support personnel), expert's fees, all court costs and accountant's fees, and all expenses and all fees and costs incurred by Landlord's staff pertaining to such matters (including costs and fees relating to any appeal) and in enforcement of any remedy. If Landlord defaults in the performance of any of the terms, provisions, covenants and conditions of this Lease and by reason of such default, Tenant employs the services of an attorney or accountant to enforce performance of the covenants or to perform any service based upon default, then in any of said events, Tenant shall be entitled to reasonable attorney's fees (including paralegal and similar support personnel), expert's fees, all court costs and accountant's fees, and all expenses and all fees and costs incurred by Tenant's staff pertaining to such matters (including costs and fees relating to any appeal) and in enforcement of any remedy.

Section 6. Tenant waives its rights to a trial by jury on any and all matters in any civil action commenced by or against Tenant concerning this Lease or the Premises. If there are any facts or allegations that need to be tried in a court of law, every position of said trial will be before the court without jury.

Section 7. In the event any personal property of Tenant remains on the Premises upon Tenant's vacating of same, whether such vacating is voluntary or the result of eviction proceedings, such property shall be deemed abandoned by Tenant and shall become the property of Landlord. Thereafter, Landlord may make any use of said property as Landlord deems convenient and in no event shall Landlord be required to account to Tenant for any use or benefit of the property. Tenant shall be responsible for all costs associated with removal of Tenant's property.

Article 13 – Landlord's Default

Section 1. The failure of Landlord in one or more instances to insist upon strict performance or observance of one or more of the covenants or conditions hereof or to exercise any remedy, privilege or option reserved to Landlord, shall not be construed as a waiver for the future of such covenant or condition or of the right to enforce the same or to exercise such privilege, option or remedy. The receipt by Landlord of rent or any other payment required to be made by Tenant, or any part thereof, shall not be a waiver of any other additional rent or payment then due, nor shall such receipt, though with knowledge of the breach of any covenant or condition hereof, operate as or be deemed a waiver by Landlord of any of the provisions hereof, or of any Landlord's rights, remedies, privileges or options hereunder.

Article 14 – Subordination

Section 1. Tenant agrees that at Landlord's option this Lease shall be subordinate to any first mortgage or ground lease that now or may hereafter be placed upon the Premises and to any and all advances to be made thereunder and to the interest thereon and all renewals, replacements, assignments and extensions thereof. Tenant agrees, upon request, to execute a Tenant estoppel certificate in form and content acceptable to the City attorney. This Article shall be self-operative and no further instrument of subordination shall be required, however, Tenant agrees to execute a subordination agreement in form and content acceptable to Tenant's City attorney. In exchange for the subordination agreement, the Lender shall execute an attornment agreement in which it recognizes and honors the terms of this Lease in the event of foreclosure or deed in lieu of foreclosure.

Section 2. In the event of any transfer of the ownership of the Demised Premises whether voluntary or involuntary, by foreclosure, bankruptcy, and sale or otherwise, Tenant shall, at the option of the transferee of said ownership, attorn to said transferee to the same extent as if said transferee were the initial Landlord hereunder provided the successor signs an attornment agreement as well.

Article 15 – Notices:

Section 1. Whenever under this Lease a provision is made for notice of any kind it shall be deemed sufficient notice and service thereof if such notice to Tenant is in writing addressed to Tenant at the last known post office address of Tenant or at the Premises or delivered by hand or posted on a conspicuous place at the Premises if Tenant is absent or sent by certified mail with postage prepaid. Notice needs to be sent to only one Tenant where Tenant is more than one person. Any notice to Landlord shall be in writing and sent to the last known post office address of Landlord when sent by certified mail with postage prepaid. Notice shall be deemed given on the date it is actually received or on the date receipt is refused.

Section 2. Tenant and Landlord have the right to change their address with adequate notice to other party. All notices to Tenant and Landlord shall be sent to the person and address set forth below:

Landlord:



Tenant:

The City of Ft. Lauderdale
The City of Fort Lauderdale
100 N. Andrews Ave
Phone: 954-828-5115 Fax: _____
E-Mail: pthornburg@fortlauderdale.gov

Article 16 – Tenant's Security Deposit: NONE.

Article 17 – Delivery of the Premises

Section 1. Landlord shall deliver the Premises to Tenant in "As Is" condition; furthermore, Landlord will warrant for ninety (90) days following Lease Commencement, that all Building systems within or serving the Premises are in good, working condition and in compliance with all laws, codes and ordinances in effect immediately prior to the Lease Commencement date; Notwithstanding, Landlord shall provide Class B building standard paint, carpet and linoleum flooring in the IT room in a color and style selected by Tenant. Landlord shall replace any broken or damaged ceiling tiles. Landlord shall repair any damage to the Premises caused by water, whether from leaking HVAC units or otherwise, and shall ensure that appropriate mold remediation measures are taken. It is contemplated that the Premises will be ready for occupancy by Tenant on or prior to the commencement date of this Lease. However, in the event that Landlord is unable to deliver possession of the Premises to Tenant on or before said date, then Landlord agrees to deliver possession of the Premises to Tenant as soon as practicable thereafter, and the rental under this lease will be abated proportionately and Tenant will be relieved of the liability for paying same during such time Tenant does not have possession. In no event shall Tenant have the right to terminate the Lease, or have any claim for damages (except for the abatement of rent as herein specified) on account of the failure of Landlord to deliver possession of the Premises to the Tenant on or before said date. The foregoing notwithstanding, in the event Landlord is unable to deliver the Premises within one hundred and twenty (120) days from the Lease Commencement Date, Tenant shall have the right, but not the obligation, to terminate this lease. Said Premises is measured center wall to center wall, interior, exterior of exterior wall to center of interior wall, and exterior to exterior wall, front to back.

Section 2. It is agreed that by occupancy of the Premises by Tenant, Tenant formally accepts the same and acknowledges that Landlord has complied with all requirements imposed upon it under the terms of this Lease. This Lease sets forth all the promises, agreements, conditions and understandings between Landlord and Tenant relative to the Premises, and there are no promises, agreements, conditions, or understandings, either oral or written, expressed or implied, between them, other than as herein set forth. Except as herein otherwise provided, no subsequent alterations, amendments, changes or additions to this Lease shall be binding upon Landlord or Tenant unless reduced to writing, and signed by them.

Section 3. Upon acceptance of the Premises the Tenant declares that it has examined the Premises and hereby accepts the Premises and hereby accepts the Premises in "AS IS" condition except as set forth in section 1. No representation, statement or warranty, expressed or implied, has been made by, or on behalf of, Landlord as to the condition of the Premises or as to the use that may be made of the Premises except as set forth in section 1. In no event shall Landlord be liable for any defect in the Premises or for any limitation on Tenant's use thereof.

Section 4. Not Used.

Section 5. [REDACTED] which improvements shall be made at Landlord's sole cost and expense. Prior to the Lease Commencement Date, subject to Tenant's acceptance and approval.

Article 18 - Tenant's Improvements

Section 1. Tenant agrees that, prior to the commencement of this Lease, Tenant shall submit to Landlord an interior layout and improvements sketch, to the extent Tenant makes any material improvements to the Premises requiring permits, which must be approved by Landlord in writing, such approval not to be unreasonably withheld,

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conditioned or delayed, prior to the installation of improvements by Tenant in the Premises. Landlord agrees that it will approve Tenant's interior layout and improvements sketch, provided the same is not detrimental in appearance to the other Premises located in the Office Center. Any work performed by Tenant or Tenant's subcontractors, in the Premises shall be performed strictly under the control and supervision of Tenant and/or Tenant's general contractor. Tenant shall not make any changes to said Premises space without Landlord's consent which shall not be unreasonably withheld, conditioned or delayed.

Tenant shall have no obligation to restore or pay for the restoration of the Premises including, specifically, that Tenant shall not be required to remove or pay for the removal of Tenant's cabling and wiring at the expiration or early termination of the Lease Term. Tenant's sole obligation is to return the Premises in reasonable condition, normal wear and tear accepted.

Article 19 – Brokers

Section 1. Landlord and Tenant covenant warrant and represent [REDACTED] were instrumental in bringing about or consummating this Lease. Further, neither Landlord nor Tenant has had any conversations or negotiations with any broker except Brokers concerning the leasing of the Premises. Landlord shall pay all brokerage commissions due Brokers in accordance with a separate agreement.

Section 2. The Landlord and Broker, if any, make neither representation nor warranty to Tenant that its intended use of the Premises is legally permissible. It shall be the sole responsibility of Tenant to independently verify and confirm that the Premises is suitable for its intended use of the same and that it will be able to secure all necessary governmental approvals to legally occupy the Premises for its intended use. Tenant shall, at its own expense, take all necessary and appropriate action in order to obtain all necessary licenses, permits, approvals, variances and any other governmental approvals required to legally occupy the Premises for its intended use.

Article 20 – Common Area Maintenance (CAM)

Section 1. Per the Term of Article 2 Section 2 contained herein, Tenant agrees to pay to the Landlord as Tenant's monthly contribution the sum shown in Article-2 as "CAM" per month for the cost of maintaining the parking area and common area of the Office Center. Said sum shall be paid monthly in advance, on the dates that payments of rent are due hereunder. The payment of the sum of money for maintaining the parking area shall be deemed the same as the payment of rent and all of the rights, privileges and recourses available to Landlord for the non-payment of rent shall be available for the nonpayment of the said sum of money. Landlord shall have the right at the end of each Calendar Year to adjust the maintenance contribution set forth in this paragraph against Landlord's actual cost of maintaining the parking area and common area and facilities of the Office Center and Tenant shall be obligated to pay Tenant's pro rata share of such actual cost including the difference, if any, between the amount Tenant has previously paid to Landlord pursuant to this paragraph and such actual cost. Tenant's pro rata share shall amount to that proportion of the actual cost herein above described which the gross floor area of the premise bears to the gross area of all rentable space in the Office Center. Landlord shall exclude the gross leasable areas of any Office Building constructed on any outparcel(s). For purposes of this paragraph, the charges included within the cost of maintaining the parking area and all common areas including but not limited to; parking lot and sidewalk sweeping and repairs, cleaning, gardening and landscaping, maintenance, roofing membrane, painting, removal of trash, rubbish, garbage and other, restriping, sealing, resurfacing; maintenance and repair of storm drainage system, including canals and retention areas; any association and property management fees; lighting facilities and facade maintenance; charges for water, garbage, electric, security systems and/or personnel and applicable payroll taxes, workers compensation, benefits accounting and legal fees (if applicable); an administrative charge equal to five percent (5%) of the Tenant's monthly share of the Office Center's operating cost. Any adjustment payments due hereunder shall be made within thirty (30) days after written demand from Landlord, accompanied by a computation of Tenant's pro rata share and estimates paid monthly in advance.

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Article 21 - Real Estate Tax Cost

Section 1. During each month of the Lease term, Tenant shall pay, as Additional Rent to Landlord, the sum shown in Article-2 as "Real Estate Tax Cost" as a deposit towards Tenant's proportionate share of all costs incurred by Landlord for all Real Estate Taxes and assessments both general and special imposed by federal, state, or local governmental authority or any other taxing authority having jurisdiction over the Office Center, against the land, Office Buildings and all other improvements within the Office Center which are the responsibility of Landlord hereunder (hereinafter referred to as the "Real Estate Tax Cost.") Tenant's proportionate share of the Real Estate Tax Cost shall be computed by multiplying the Real Estate Tax Cost by a fraction, the numerator of which shall be the gross leasable area of the Premises and the denominator of which shall be the gross leasable area of the Office Center then constructed, excluding the gross leasable area of any Office Building(s) constructed on any outparcel(s).

Section 2. At the end of each calendar year, Landlord shall furnish Tenant a statement setting forth the actual Real Estate Tax Cost paid or payable by Landlord during the year. If the deposit paid by Tenant pursuant to this Article and/or Article-2 is less than Tenant's proportionate share of the actual Real Estate Tax Cost as calculated above, Tenant shall pay to Landlord the difference within thirty (30) days after notification by Landlord. Landlord shall have the right to adjust the monthly deposit to be paid by Tenant for the next year to one twelfth (1/12) of the amount of Tenant's actual proportionate share of Real Estate Tax Cost for the preceding year.

Article 22 - Landlord's Insurance

Section 1. Landlord shall carry and maintain insurance covering the Common Areas and the Office Center in amounts, in form and with carriers acceptable to Landlord, i.e. fire and extended coverage, public liability, flood, rent insurance, wind and any other Landlord may contemplate carrying. The costs for such insurance shall be paid for by Tenant in accordance with its Percentage of Floor Space in Office Center as shown in Article-2. Tenant shall not do or suffer to be done, or keep or suffer to be kept, anything in, upon or about the Leased Premises which will contravene Landlord's policies Insuring; against loss or damage by fire or other hazards, or which will prevent Landlord from procuring such policies in companies acceptable to Landlord or which will in any way cause an increase in the insurance rates upon any portion of the Office Center. If Tenant violates any provision provided for in this Section, Landlord may, without notice to Tenant, Correct the same at Tenant's expense. Tenant shall also pay to Landlord, as Additional rent forthwith upon demand, the amount of any increase in premiums for insurance resulting from any violation of this Section even if Landlord shall have consented to the doing, or keeping of, anything on the Leased Premises which constituted such a violation (but the payment of such Additional Rent shall not entitle Tenant to violate the provisions of this Section.) In determining whether increased premiums are the result of Tenant's use, occupancy or vacancy of the Leased Premises, a schedule issued by the organization making the fire insurance, extended coverage, vandalism and malicious mischief, special extended coverage or any all-risk insurance rates for said Premises or any rule bodies issued by the rating organization or similar bodies or by rating procedures or rules of Landlord's insurance company shall be conclusive evidence of the several items and charges, which make up the Insurance rates and premiums on the Leased Premises in the Office Center.

Tenant also shall pay in such events any increased premium on any rent insurance that may be carried by Landlord for its protection against rent loss from fire or other casualty. In no event shall Landlord be obligated to maintain insurance covering any of the risks for which Tenant is required to insure.

Article 23 - Rent Commencement Date

Section 1. The starting date of this Lease, and Tenant's obligation to pay rent hereunder; the Rent Commencement Date shall be as set forth in Article-1. On all ensuing months, the rent shall be due on the first of each month.

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Article 24 – Repair / Improvements by Landlord

Section 1. Tenant hereby waives and releases Landlord from any and all claims for loss or interruption of business or any other damages relating to or arising from any work performed by Landlord or its agents on or about the Office Center of which the Premises is a part. Such work on the part of Landlord shall include, but is not limited to, any repairs, improvements, or renovations made to the parking lot, Office Building, structure, common areas of the Office Center or interior portions of the Premises, which Tenant occupies. The foregoing notwithstanding, Landlord will make commercially reasonable efforts to ensure that business interruption and any work limiting Tenant's access to the Premises are kept to a minimum and/or completed outside of Normal Business Hours, defined at 8am-5pm Monday through Friday.

Article 25 – Office Center's Rules and Regulations

Section 1. Tenant agrees to abide by Landlord's Rules and Regulations of the Office Center, attached as Exhibit-A titled as Office Center's rules and regulations". These rules and regulations may be modified by Landlord from time to time. Tenant agrees that it will instruct its employees to park in the area designated by Landlord as employees' parking area and that Tenant will not park or permit employees to park in any area of the Office Center other than that designated by Landlord as employees' parking area. Notwithstanding the foregoing, Tenant employees shall be permitted to park in the spaces as described in Article 17, Section 5.

Section 2. Tenant shall use the Premises and the property of which the Premises forms a part in accordance with all rules and regulations which may be promulgated by Landlord from time to time for use, government, operation, occupancy and preservation of the Premises and the property of which the Premises forms a part, including, without limitation, the rules and regulations determining the manner and times of access to the Premises and the property of which the Premises forms a part, and Tenant shall comply with, and abide by, all of such rules and regulations. Tenant acknowledges that the burden of ascertaining such rules and regulations is upon Tenant and that written notice at any time of any such rules and regulations promulgated by Landlord, whether theretofore existing or then adopted, shall be binding upon Tenant.

Article 26 – Estoppels Certificate

Section 1. From time to time after Tenant opens for business in the Leased Premises, but not more than two (2) times per twelve (12) month period at Tenant's cost, within twenty days after written request from Landlord, Tenant agrees to execute and deliver to Landlord or to such addressee or addressees as Landlord may designate (and Landlord and any such addressee may rely thereon) a statement in writing in form and substance satisfactory to Landlord and Tenant's City Attorney certifying to all or any part of the Information provided for, in said request (hereinafter referred to as "Estoppel Certificate").

Article 27 – Relocation & Termination of Lease

Section 1. In the event Tenant is not able to obtain the necessary funding, after Tenant has used good faith and commercially reasonable efforts to retain said funding, Tenant shall have the right to terminate the Lease, on the anniversary of the Lease Term by providing Landlord with 90 days prior written notice. By way of example, presuming a Commencement Date of January 1, 2015, if Tenant desires to terminate as of the second anniversary date of the Commencement Date (January 1, 2016), Tenant would need to give Landlord written notice of its election no later than October 3, 2015. In the event Tenant exercises this option, Tenant shall pay a termination fee equal to the unamortized leasing commissions, abated rent, and any tenant improvements funded by Landlord, plus an interest factor of 6%.

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Article 28 – Compliance with Governmental Regulations

Section 1. Tenant shall not use the Premises for the handling, storage, transportation, or disposal of hazardous or toxic materials including asbestos or any other environmentally sensitive matter. The term "Hazardous Substances," as used in this Lease, shall include, without limitation, flammable, explosives, radioactive materials, asbestos, polychlorinated biphenyls (PCBs), chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances or related materials, petroleum and petroleum products, and substances declared to be hazardous or toxic under any law or regulation now or hereafter enacted or promulgated by any governmental authority.

Section 2. Tenant's Operations shall not cause or permit to occur:

- a. Any violation of any federal, state, or local law, ordinance, or regulation now or hereafter enacted, restated to environmental conditions on, under or about the Premises or arising from Tenant's use or occupancy of the Premises, including but not limited to soil and ground water conditions; or
- b. The use, generation, release, manufacture, refining, production, processing, storage or disposal of any Hazardous Substance without Landlord's prior written consent, which consent may be withdrawn, conditioned, or modified by Landlord in its sole and absolute discretion in order to insure compliance with all applicable laws (hereinafter defined), as such laws may be enacted or amended from time to time.

Section 3. Environmental Clean:

- a. Tenant shall, at Tenant's own expense, comply with all laws regulating the use, generation, storage, transportation or disposal of Hazardous Substances (the "Law").
- b. Tenant shall, at Tenant's own expense, make all submissions to, provide all information required by, and comply with all requirements of all governmental authorities (the "Authorities") under the Law.
- c. Should any Authority or any third party demand a cleanup plan be prepared or undertaken because of any deposit, spill, discharge or other release of Hazardous Substances that occur during the term of this Lease, at or from the Premises or which arises at any time from Tenant's use or occupancy of the Premises, Tenant shall, at Tenant's own expense, prepare and submit the required plans and all related bonds and other financial assurances and Tenant shall carry out all such cleanup plans.
- d. Tenant shall promptly provide all information regarding the use, generation, storage, transportation or disposal of Hazardous Substances requested by Landlord. If Tenant fails to fulfill any duty imposed under this Article within thirty (30) days following its request, Landlord may proceed with such efforts and, in such case, Tenant shall cooperate with Landlord in order to prepare all documents Landlord deems necessary or inappropriate to determine the applicability of the laws to the Premises and Tenant's use thereof and for compliance therewith, and Tenant shall execute all documents promptly on Landlord's request and any expenses incurred by Landlord shall be payable by Tenant as Additional Rent. No such action by Landlord and no attempt made by Landlord to mitigate damages under any law shall constitute a waiver of any of Tenant's obligations under this Article.
- e. Tenant's obligations and liabilities under this Article shall survive the expiration or other termination of this Lease. Tenant shall not be responsible for any preexisting Environmental issues.

Section 4. Tenant shall not do, and shall not permit persons within Tenant's control to do, any act or thing in or upon the Premises which will invalidate or be in conflict with the certificate of occupancy for the Premises or violate any other zoning ordinances, and rules and regulations of governmental or quasi-governmental authorities having jurisdiction over the Premises (the "Requirements"). Landlord hereby represents and warrants that the Premises will be ADA compliant at the time the Tenant takes possession of the Premises. Tenant shall, at Tenant's sole cost and expense, take all action, including any required alterations necessary to comply with all Requirements (including, but not limited to, applicable terms of the Florida Office Building Code and the Americans With Disabilities Act of

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1990 (the "ADA"), each as modified and supplemented from time to time) which shall impose any violation, order or duty upon Landlord or Tenant arising from, or in connection with, the Premises, Tenant's occupancy, use or manner of use of the Premises (including, without limitation, any occupancy, use or manner of use that constitutes a "place of public accommodation" under the ADA), or any installations in the Premises, or required by reason of a breach of any of Tenant's covenants or agreements under this Lease, whether or not such Requirements shall now be in effect or hereafter enacted or issued, and whether or not any work required shall be ordinary or extraordinary or foreseen or unforeseen at the date hereof. Notwithstanding the preceding sentence, Tenant shall not be obligated to perform any alterations necessary to comply with any Requirements, unless compliance shall be required by reason of (i) any cause or condition arising out of any alterations or installations in the Premises (whether made by Tenant or by Landlord on behalf of Tenant), or (ii) Tenant's particular use, manner of use or occupancy on behalf of Tenant of the Premises, or (iii) any breach of any of Tenant's covenants or agreements under this Lease, or (iv) any wrongful act or omission by Tenant or persons within Tenant's control, or (v) Tenant's use or manner of use or occupancy of the Premises as a "place of public accommodation" within the meaning of the ADA. Tenant's liability under this Article is for the use, occupancy or alternation of the Premises, it being understood that Landlord retains the responsibility for ADA compliance for the Office Center's Common Areas.

Article 29 - Tenant's Indemnity

Section 1. To the extent of the limitations set forth in F.S. Section 768.28 (2014) and no further, Tenant shall indemnify, defend and hold harmless Landlord, its respective officers, directors, beneficiaries, shareholders, partners, agents, and employees from all fines, suits, procedures, claims and actions of every kind and all costs associated therewith including attorneys' and consultants' fees, arising out of or in any way connected with any deposit, spill, discharge or other release of Hazardous Substances that occur during the term of this Lease, at or from the Premises, or which arises at any time from Tenant's use or occupancy of the Premises or from Tenant's failure to provide all information, make all submissions and take all steps required by all Authorities under the law and all other environmental laws.

Section 2. Tenant's obligation and liabilities under this Article shall survive the expiration or other termination of this Lease.

Article 30 - OFAC Certification

Section 1. OFAC Certification: Tenant certifies that: (i) it 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; and (ii) it is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of any such person, group, entity, or nation. Tenant hereby agrees to defend, indemnify, and hold harmless [Tenant/Sublessor/Assignor] from and against any and all claims, damages, losses, risks, liabilities, and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

Article 31 - Landlord's Liability

Section 1. Tenant shall look solely to the estate and property of Landlord in the land and Office Building improvements comprising the Office Center for the collection of any judgment, or in connection with any other judicial process, requiring the payment of money by Landlord in the event of any default by Landlord with respect to any of the terms, covenants and conditions of this Lease to be observed and performed by Landlord, and no other property or estates of Landlord shall be subject to levy, execution or other enforcement procedures for the satisfaction of Tenant's remedies and rights under this Lease. The word "Landlord" as used in this Lease shall mean

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only the owner from time to time of Landlord's interest in this Lease, the event of any assignment of Landlord's interest in this lease, the assignor shall not longer be liable for the performance or observation of any agreements or conditions on the part of Landlord to be performed or observed.

Article 32 – Miscellaneous

Section 1. Landlord shall not be liable to Tenant for any loss or damage that may be occasioned by or through the acts or omissions of other Tenants in the Office Center. Tenant waives any right of subrogation against Landlord.

Section 2. Time is of the essence with respect to the performance of each of Tenant's covenants of this Lease and the strict performance of each shall be a condition precedent to Tenant's rights to remain in possession of the Premises or to have this Lease continue in effect.

Section 3. If Tenant is a corporation or a partnership, the person signing this Lease on behalf of such a corporation or partnership hereby warrants he has full authority from such corporation or partnership to sign this Lease and obligate the corporation or partnership hereunder.

Section 4. Submission of this Lease to Tenant for signature does not constitute a reservation of space or an option to lease. This Lease is not effective until executed by both Landlord and Tenant.

Section 5. The marginal headings and article titles to the sections and subsections of this Lease are not a part of this Lease and shall have no effect upon the construction and interpretation of any part thereof.

Section 6. This Lease shall be governed by the laws of the state of Florida.

Section 7. If Landlord deems any repairs or actions required of Tenant by this Lease are necessary. Landlord may demand that Tenant make the same forthwith and if the Tenant refuses or neglects to perform such repairs or actions and complete the same with reasonable dispatch, Landlord may make or cause such repairs or actions to be made and shall not be responsible to Tenant for any loss or damage that may accrue to its stock or business by reason thereof and, if Landlord makes or causes such repairs or actions to be made, Tenant agrees that it will forthwith on demand pay to Landlord the cost hereof with interest at eighteen percent (18%) per annum and the administration charges. and if it shall default in such payment, Landlord shall have the remedies provided in Article 12 hereof.

Article 33 – Confidentiality

Section 1.

Notwithstanding the foregoing, Landlord, without the consent of Tenant, may disclose the terms hereof to any current or prospective lender, insurance company or purchaser.

“TENANT”

WITNESSES:

CITY OF FORT LAUDERDALE

By _____
John P. “Jack” Seiler, Mayor

[Witness-print or type name]

The City of Ft. Lauderdale Lease

Landlord

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[Witness-print or type name]
(CORPORATE SEAL)

By _____
Lee R. Feldman, City Manager

ATTEST:

Jonda K. Joseph, City Clerk

Approved as to form:

Lynn Solomon, Assistant City Attorney

The City of Ft. Lauderdale Lease

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Witness



Signature: _____

Signature: _____

Name: _____

Name: _____

Witness

Signature: _____

Name: _____

EXHIBIT "A"
OFFICE CENTER'S RULES AND REGULATIONS

Tenant agrees as follows:

Section 1. Tenant agrees that all receiving and delivery of goods and merchandise and all removal of garbage and refuse shall be made in a manner so as not to cause safety hazard and/or block the common areas, elevators, lobby, and cause any disruption to the normal operations of the Office Building. Landlord hereby grants to Tenant's employees, agents and invitees the right during the term hereof to use, in common with others entitled to the use thereof, such service areas and corridors subject to such reasonable regulations as Landlord may make from time to time.

Section 2. Garbage and refuse shall be kept in the kind of contained specified by Landlord and shall be placed at the location designated by Landlord, for collection at the times specified by Landlord. Landlord is responsible for making arrangements for garbage dumpster collection within the common area maintenance (CAM) provision. Tenant is responsible for depositing the garbage in the dumpster.

Section 3. No radio, television, phonograph, satellites or similar devices, or aerial attached hereto shall be installed outside of the Premises without first obtaining in each instance Landlord's consent in writing, such consent not to be unreasonably withheld, conditioned or delayed, and, if such consent be given, no such device shall be used in a manner so as to be heard or seen outside of the Demised Premises.

Section 4. Tenant shall operate its air-conditioning units in the Demised Premises during the hours that Tenant's Premises is open for business, and shall replace all A/C filters according to commercially recommended intervals. Landlord will install programmable thermostat and will set the thermostat at 72 F between the hours of 8:00 am to 6:00 pm during weekdays. The temperature setting will be at 85 F between the hours of 6:00 pm to 8:00 am and during on Sunday.

Section 5. Tenant shall not use the common area of the Office Center for any business purposes whatsoever, including, but not limited to, the storage of merchandise, automobiles, commercial vehicles, or any other personal property. Any vehicles or personal property found to be in violation of this regulation shall be subject to removal, and Tenant/Owner of such property shall bear any and all expenses incurred for the removal and/or enforcement of this regulation.

Section 6. Tenant and its employees shall park their cars only in those portions of the parking area designated for that purpose by Landlord. Said cars shall be subject to towing, at Tenant's expense. No commercial vehicles shall be parked in the front of the Office Center nor any personal cars or trucks with display and signs whatsoever.

Section 7. Plumbing facilities shall not be used for any other purpose than that for which they are constructed, and no foreign or hazardous substances of any kind shall be thrown therein. All mechanical apparatus shall be free of vibration and noise which may be transmitted beyond the confines of the Demised Premises.

Section 8. Tenant shall provide, at Tenant's cost and expense, pest extermination to the Premises at such intervals as Landlord may require.

Section 9. Tenant shall not burn trash or garbage in or about the Demised Premises or the Office Center. Nor permit any foul or objectionable odors to permeate from the Demised Premises. Should the odors be caused by the ongoing business of Tenant, then Tenant shall be required to immediately "seal" its Premises according to Landlord's specifications and at Lessee's sole cost and expense make any alterations, modifications, or improvements necessary to alleviate said disturbance. Failure to cure the above odors shall constitute an immediate default under this Lease.

Section 10. Tenant shall not place, suffer or permit displays, decorations or Office carts on the sidewalks or hallways, lobbies or on or upon any of the common areas of the Office Center.

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Section 11. Tenant shall not distribute any handbills or other advertising matter in the common areas of the Office Center including, without limitation, hallways, sidewalks, pedestrian walkways, or parking areas and lots.

Section 12. Tenant shall not place or have installed any pay telephones, video games, newspaper stands, etc. on or about their Premises or common areas of the Office Center, or operate any vending machines, pinball machines, or electronic games or similar devices within the Demised Premises.

Section 13. Tenant's window washers must use drop cloths and must wipe aluminum after cleaning.

Section 14. Tenant shall not place any "T" signs, sandwich signs, banner, or other signs in or around the common areas adjoining sidewalks or easements surrounding the Demised Premises and Office Center. Should Tenant do so, Landlord shall charge Tenant a fee of \$150.00 per violation, per occurrence, for the removal of same.

Section 15. Landlord shall have the same remedies for Tenant's failure to pay such fines, costs or charges as set forth in these rules and regulations as Landlord has to Tenant's failure to pay the rent as stated in this Lease. Repeated violations of any of the above provisions shall be grounds for termination of this leasehold.

Section 16. Landlord may amend or add new rules and regulations for the use and care of the Demised Premises, the Office Building of which said Premises are a part, and the common areas and the facilities. Tenant agrees to comply with all such rules and regulations which shall apply uniformly to all Tenants. Failure to comply with the above rules and regulations shall constitute a default of this lease and all such default provisions shall apply.

Section 17. Tenant shall not permit the placement or accumulation of any refuse, including shipping boxes, on the exterior of Tenant's Premises, front or rear, but shall properly break said boxes down and place immediately in the recycling (if any) or regular dumpsters.

Section 18. Tenant shall not install an automated teller machine within the Demised Premises or any part of the common areas of the Office Center.

Section 19. Common Areas (sidewalks, halls, passages, exits, entrances, stairway, etc.) shall not be obstructed or used for purposes other than parking, ingress and egress to and from the Premises and for going from one to another part of the Office Center. Landlord will retain the right to control and prevent access by all persons whose presence, in the judgment of Landlord, would be prejudicial to the safety, character, reputation and interest of the Office center and its Tenants. Premises will not be used for lodging, storage or overnight parking at Tenant's responsibility.

Section 20. Tenant is responsible for his or her own merchandise and property.

Section 21. All garbage and refuse shall be kept inside of the Premises until ready for placement in the manner and at the times and places specified by Landlord. All garbage and refuse must be placed in plastic garbage bags and tied at the top prior to placement in the designated containers. Tenant must separate recyclable items for placement in the appropriate recycle containers. Tenant must place all garbage inside the designated containers only and no garbage or refuse may be placed in any other area of the Office center. Tenant agrees to break down all boxes, place all cardboard inside the cardboard recycle containers, and to close the dumpster gates securely after use. No garbage or trash may be Premised outside of the Premises or in the rear service alleys for any length of time whatsoever.

Section 22. No banners, placards, signs, window letterings, advertisements, flyers, balloons, decals or other such items may be placed in or on the Leased Premises or anywhere in the Office Center without obtaining in each instance the prior written consent of Landlord. Any such item so installed without such written consent shall be subject to removal without notice at any time. No nails, hooks or screws shall be driven or inserted in any part of the Office center. All approved signs will be at the expense of the Tenant and installation must be by a licensed and insured contractor.

Section 23. Pylon Sign Privilege: Tenant is not allowed to install its sign on the Pylon Sign unless authorized by the Landlord in writing. If Tenant is authorized to install a sign on the Pylon Sign, it shall follow the following criteria:

- a. All repairs to individual signs on the pylon are responsibility of each Tenant who has a sign on the pylon. This includes the face (panel), bulbs, ballasts and wiring.
- b. Tenants must notify Landlord in advance prior to doing work or having contractors work on the pylon. Failure to notify the Landlord in advance will result in a \$250.00 fine.
- c. All contractors must be qualified, licensed and insured. Plans must be submitted for approval if a new sign or any alterations are to be made to the sign. Landlord must inspect the sign before the Tenant pays the contractor for work performed.
- d. If a sign is not working properly or if a sign is in bad condition, Tenant must make necessary repairs within ten business days after receiving notice from Landlord. Failure to make necessary repairs will result in Tenant losing the space on the pylon sign.

Section 24. Not Used.

Section 25. All locks are to be maintained by the Tenant.

Section 26. No vehicle shall be parked as a "billboard" vehicle.

Section 27. Landlord will not be responsible for the lost or stolen personal property, valuables or auto theft from Tenant's Premises, public or common areas regardless of whether such loss occurs when the area is patrolled or locked against entry or not.

Section 28. All attached equipment or fixtures within the Premises will become the property of the Landlord upon lease termination or default. Landlord shall provide Building Standard Suite entry signage displaying only the Suite number. Landlord shall not place Tenant in the building Lobby Directory.

EXHIBIT "B"
Not Used

The City of Ft. Lauderdale Lease

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Tenant _____

EXHIBIT "C"
DISCLOSURE

Section 1. Agency disclosure

[REDACTED]
is by this document giving notice to The City of Ft. Lauderdale (Tenant) that she is the agent and representative of
[REDACTED]

Tenant: The City of Ft. Lauderdale
By:

Section 2. Compensation

The Tenant acknowledges that [REDACTED] is being paid by the Landlord pursuant to Rule 2-13.003(2), Florida Administration Codes.

TENANT
The City of Ft. Lauderdale

Signature:

Name:

The City of Ft. Lauderdale Lease

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EXHIBIT "D"
OPTION TO RENEW

Section 1. Tenant will be allowed to extend this Lease if Option to extend the lease is granted in Article-1. Provided that Tenant has been in good standing and has not been in ongoing monetary default beyond all applicable of any of the terms and/or conditions of this Lease during the initial term of this Lease, then the Tenant shall have the option to be exercised, by written notice only, to Landlord, at least ninety (90) days prior to the expiration of the original term of this Lease or expiration of the previously exercised Lease Option Period, then expiring, to renew this Lease for an additional one (1) Five (5) year term. All the terms and conditions provided for in the original Lease and all addenda, extensions and assignments thereto shall remain in full force and effect; and tenant shall receive a market concession package include rent abatement and a tenant improvement allowance and a new Base Year for Operating Expenses and Real Estate Taxes Failure of Tenant to exercise their rights to option, within the above time period allowed, shall deem the option right null and void; there are no oral renewals. Time is of the essence. Notwithstanding the foregoing, the initial monthly Base Rent payable during this option period shall be;

in accordance with Article-2:

Section 2. Should Tenant be allowed to assign said Lease or if there has been a change of use during the original term of this Lease, the options allowed in this lease shall be deemed null and void.

Section 3. The Phrase "Lease Term" or "Term" as used in the Lease shall mean the terms of this Lease as extended by Tenant pursuant to this Section.

Section 4. In the event Tenant properly exercise its Option as provided herein;

- a. All of the terms and conditions of this Lease shall apply during the Option Period(s), including, but not limited to, Tenant's obligation to pay Additional Rent and other charges and expenses provided for in the Lease.
- b. The Option exercised by Tenant in order to extend the Term of the Lease shall terminate and be of no further force and effect and may not be exercised again by Tenant.
- c. Minimum Rent during the particular Option Period shall be in accordance with Article-2, section-2.
- d. If Tenant fails to exercise any such right to extend the Lease Term in the time and manner set forth above, the Lease shall terminate upon the expiration of the Lease Term then in effect.

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Landlord must approve any contract entered into by Tenant for work in the Premises prior to the commencement thereof, such approval not be unreasonably withheld, condition or delayed. Tenant shall not have any authority to create any liens for labor or material on or against the Landlord's interest in the Premises or the Office Center, and the existence of any lien of any nature shall be a breach of this Lease. All persons contracting with Tenant for the destruction or the removal of any Office Building or for the erection, installation, alteration, or repair of any Office Building or other improvements in, on, or to the Premises, and all material men, contractors, subcontractors, sub-subcontractors, mechanics, and laborers are hereby charged with notice that they must look solely and only to the Tenant's interests in the Premises to ensure the payment of any bill for work done or material furnished during the rental period created by this Lease and, specifically, not to the Landlord or the Landlord's interest. Tenant agrees that it will include the language in this paragraph in any contract or agreement for any work done by Tenant in or on the Premises by Tenant's contractor or any of its subcontractors, material men or other individuals or entities claiming through such contractor file.

Article 7 - Liens

Tenant shall have the obligation to promptly transfer to bond any lien filed against the Premises or any portion of the Office Center within twenty (20) days from the filing thereof. Tenant shall forthwith pay all liens of contractors, subcontractors, sub-subcontractors, mechanics, laborers, and materialmen and all other items of like character and that Tenant does hereby indemnify, defend and hold harmless Landlord against all legal costs and charges, bond premiums for release(s) of lien, including all attorney's fees and court costs of Landlord incurred in and about the prosecution or defense of any suit discharging the Premises and, alternatively, the Office Center or any part or portion thereof from any liens, charges, judgments, or encumbrances caused or suffered to be caused, directly or indirectly, by Tenant, and that all the costs and charges referred to above shall be considered as rent due and shall be included in any lien for rent if Premises is an "existing Premises."

Article 8 - Ownership of Improvements:

Without limiting any other similar provision(s) contained elsewhere in the Lease, all installations, additions, betterments or improvements in or upon the Demised Premises made by either party, including, without limitation, all pipes, ducts, conduits, wiring, paneling, partitions, railings, mezzanine floors, galleries and the like shall become the property of Landlord at the time the improvements are made, and shall remain upon and surrendered with the Demised Premises as a part thereof at the expiration or sooner termination.

Article 9 - Acceptance of Premises:

In accordance with Article 17 "Delivery of the Premises."

Article 10 - Acceptance of Use:

The Landlord and Broker make neither representation nor warranty to Tenant that its intended use of the Premises is legally permissible. It shall be the sole responsibility of Tenant to independently verify and confirm that the Premises is suitable for its intended use of the same and that it will be able to secure all necessary governmental approvals to legally occupy the Premises for its intended use. Tenant shall, at its own expense, take all necessary and appropriate action in order to obtain all necessary licenses, permits, approvals, variances and any other governmental approvals required to legally occupy the Premises for its intended use.