

LICENSE AGREEMENT

LICENSE AGREEMENT (this "Agreement"), dated October ____, 2015 (the "Effective Date"), by and between **PROJECT DISCOVERY, INC.** ("Licensor"), and **CITY OF FORT LAUDERDALE** ("Licensee").

WHEREAS, Licensor is the owner of certain real property as described on Exhibit A attached hereto (the "Property"). Licensee has requested that Licensor permit Licensee to enter upon the Property to conduct certain investigations in connection with Licensee's proposed purchase of the Property. Licensor has agreed to Licensee's request upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and the agreements contained herein, and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1: INSPECTIONS

1.1 License. Licensor hereby grants to Licensee a license for Licensee and its employees, agents, consultants and contractors (collectively, "Licensee's Representatives") to enter upon the Property at reasonable times (the "License") for the purpose of performing certain environmental and other inspections and tests on or concerning the Property, which inspections and tests may include a Phase I environmental audit, a survey of the Property, and such other tests, surveys or inspections of the Property as are approved in advance by Licensor (collectively the "Investigation") (Licensor hereby approves a Phase I environmental audit and survey of the Property); provided, however, that in no event shall the Investigation include any invasive testing of the Property (including, without limitation, any borings, percolation tests, or surface or sub-surface soil testing) without Licensor's prior written consent.

1.2 Investigation. The Investigation and all related activities shall be limited and conducted as herein required, all at Licensee's sole cost and expense. Licensee shall give Licensor at least 24 hours prior notice of any and all proposed entries upon the Property, including the dates of such entries, the work to be performed, and the names of those entering the Property. Licensee shall provide Licensor with a copy of the results of any surveys, tests and inspections made by Licensee.

1.3 Permits. Licensee shall obtain at its sole cost and expense any governmental permits and authorizations required for the Investigation, and shall comply with, and shall cause all of Licensee's Representatives on the Property to comply with, all applicable governmental laws, regulations and requirements.

1.4 Insurance. Licensee shall cause all consultants and contractors retained by Licensee in connection with the Investigation to have during the performance of their work, at no expense to Licensor, commercial liability insurance, including public liability and property damage insurance, for personal injuries or death of persons or property damage occurring in or about the Property. Such insurance shall: (a) name the Licensor as an additional insured; (b) be primary and noncontributing with any insurance which may be carried by Licensor; and (c) provide that said insurance shall not be canceled or modified without thirty (30) days prior written notice to Licensor. Licensee shall deliver said policy or policies or certificates thereof to Licensor at least five (5) days prior to commencing the Investigation, or any other work pursuant to this Agreement, and renewals thereof at least thirty (30) days before the expiration date thereof. Licensee's compliance with the provisions of this paragraph shall not limit Licensee's liability under any of the other provisions of this Agreement.

1.5 Liens, Removal of Equipment and Restoration of Property. Licensee shall keep the Property free and clear of all mechanics', materialmen's and other liens resulting from the Investigation, or any of its other work under this Agreement. At such time as the Investigation or any portion thereof is completed, Licensee shall remove any and all equipment and materials used by Licensee and/or its consultants in conducting the Investigation. Licensee shall restore the Property to the extent disturbed by the Investigation or any portion thereof.

ARTICLE 2: INDEMNIFICATION

2.1 Indemnity. To the extent of its liability under F.S. 768.28 (2015), Licensee shall protect, defend, indemnify and hold harmless Licensor and its officers, directors, agents, employees and consultants (any of the foregoing shall be known individually as "Indemnitee" and collectively as "Indemnitees"), and each of them, jointly and severally, against and from any and all claims, demands, causes of action, damages, costs, expenses, losses and liabilities, of every kind or nature whatsoever, including, but not limited to, injury to or death of any person or persons and damage to or destruction of any property, threatened, brought or instituted, arising out of or in any manner directly or indirectly connected with the entry upon the Property and caused by Licensee or any of Licensee's Representatives, including without limitation: (i) any damage to the Property and any liability to any third party incurred by reason of any acts of omission or commission or any negligent or tortious acts by Licensee or any of Licensee's Representatives or other persons acting on behalf of Licensee; (ii) any liens, claims, demands, actions or suits arising (directly or indirectly) from (A) any work performed or materials supplied to or for Licensee or (B) any activities of any of Licensee or Licensee's Representatives on or relating to the Property (including without limitation any claims by any of such Licensee's Representatives); (iii) any loss or theft whatsoever of any property or anything placed or stored by Licensee or Licensee's Representatives on or about the Property; (iv) any Hazardous Materials (as hereinbelow defined) released by Licensee onto the Property; and (v) any loss arising out of a breach of this Agreement by Licensee or Licensee's Representatives. The foregoing indemnities shall not include matters discovered through Licensee's Investigation, including the presence of any Hazardous Materials. Nothing herein shall be construed as a waiver of the City's sovereign immunity under F.S. 768.28 (2015).

ARTICLE 3: MISCELLANEOUS

3.1 Term. The License and this Agreement shall be revocable in whole or in part by Licensor immediately upon notice from Licensor to Licensee that Licensee has failed to comply with any provision of this Agreement. The revocation of the License and this Agreement shall in no way prejudice any of the rights and remedies available to Licensor, and all of the obligations and responsibilities of Licensee under this Agreement shall survive such termination. The term of the License shall commence on the Effective Date hereof and shall terminate on the earlier to occur of (a) one hundred twenty (120) days from the Effective Date, or (b) the date this Agreement is terminated by Licensor as herein provided.

3.2 Entire Agreement. This Agreement sets forth the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior discussions, negotiations, understandings or agreements relating thereto. No amendment of this Agreement shall be valid or binding unless made in writing and signed by the parties hereto.

3.3 Notices. Any notices shall be in writing and shall be deemed given when mailed by first class registered or certified mail, postage prepaid, return receipt requested, or by a nationally recognized overnight courier service, addressed as follows (or to such other address as Licensor or Licensee may from time to time designate by written notice to the other):

To Licensor: Project Discovery, Inc.
401 SW 2nd Street
Fort Lauderdale, Florida 33312
Attn: Kim L. Cavendish, President/CEO

To Licensee: City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, Florida 3330
Attn: City Manager's Office

With a copy to: City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, Florida 3330
Attn: Lynn Solomon, Esquire

3.4 Assignment. Licensee may not assign any of its rights under this Agreement, voluntarily or by operation of law, without Licensor's prior written consent. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.

3.5 Environmental Definitions. The term "Environmental Laws" includes without limitation the Resource Conservation and Recovery Act and the Comprehensive Environmental Response Compensation and Liability Act and other federal laws governing the environment as in effect on the date of this Agreement together with their implementing regulations as of the date of this Agreement, and all state, regional, county, municipal and other local laws, regulations and ordinances that are equivalent or similar to the federal laws recited above or that purport to regulate Hazardous Materials. The term "Hazardous Materials" includes petroleum, including crude oil or any fraction thereof, natural gas, natural gas liquids, liquified natural gas, or synthetic gas usable for fuel (or mixtures of natural gas or such synthetic gas), and any substance, material waste, pollutant or contaminant listed or defined as hazardous or toxic under any Environmental Law.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date first written above.

LICENSOR:

LICENSEE:

PROJECT DISCOVERY, INC.

CITY OF FORT LAUDERDALE

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT A

Legal Description of Property

Lots 21, 22, 23 and 24, LESS the North 15 feet of Lot 24, in Block 18, of TOWN OF FORT LAUDERDALE, according to the Plat thereof, as recorded in Plat Book "B", Page 40, of the Public Records of Miami-Dade County, Florida, said lands now situate, lying and being in Broward County, Florida;

TOGETHER WITH the North 185 feet of that portion of the certain 14-foot alley lying in Block 18, of TOWN OF FORT LAUDERDALE, according to the Plat thereof, as recorded in Plat Book "B", Page 40, of said Public Records, lying South of the South right of way line of Broward Boulevard as shown on the State of Florida's State Road Department Right Of Way Map for State Road No. 842, Section 86006-2501, Sheet 16 of 21 (last revised 2/22/83), and lying North of the North right of way line of Southwest 2nd Street (formerly North Third Street) as shown on said Plat of "TOWN OF FORT LAUDERDALE", such land located in Broward County, Florida.

Also known as 400 West Broward Boulevard, Fort Lauderdale, Florida.