

LEASE AGREEMENT

THIS LEASE is made and entered into as of this _____ day of _____, 2019, by and between **10 New River LLC**, a Florida limited liability company, (hereinafter referred to as "**Landlord**"), of 408 South Andrews Avenue, Suite 200, Fort Lauderdale, FL 33301, and City of Fort Lauderdale, (hereinafter referred to as "**Tenant**").

In consideration of the mutual promises and rental payments set forth, the Landlord leases to the Tenant, and the Tenant hereby takes as tenant, that certain space located at 2 South New River Drive East, **Suite 102 and 103**, Fort Lauderdale, Florida, (hereinafter called "**Leased Premises**"), containing 1,050 square feet of floor area (as mutually agreed to by the parties) located at 2 South New River Drive East, Fort Lauderdale, FL 33301 (hereinafter the "**Property**").

This Lease is subject to the terms, covenants, and conditions herein set forth, and the Tenant covenants as a material part of the consideration for this Lease to keep and perform each and all of said terms, covenants, and conditions by it to be kept and performed.

TO HAVE AND TO HOLD the same unto the Tenant on the terms and conditions of this Lease which are as follows:

1. TERM AND RENTAL

Throughout the term of this Lease, Tenant agrees to pay Landlord, as fixed annual rent, the sum of \$35,175.00 per annum ("**Rent**"), subject to increase as set forth herein. The Rent during the term of this Lease shall be payable by the Tenant in equal monthly installments, beginning on the Commencement Date and on the first day of each month thereafter in advance and without notice at the office of the Landlord or such other place designated by Landlord without any deduction or setoff, payable as follows: \$2,931.25 per month, tenant is currently exempt from sales tax.. The term of this Lease shall commence at 12:01 a.m. on May 1, 2019 ("**Commencement Date**") and, unless earlier terminated pursuant to the provisions of this Lease, shall terminate at 11:59 p.m. on April 30, 2024. Rent for each following year of the Lease shall increase by three percent (3%) over the prior year's Rent. Tenant shall have the option to renew this lease for an additional three (3) years at the same terms of this lease provided Tenant notifies Landlord in writing of its election to exercise such right at least ninety (90) days prior to the expiration of the Lease Term.

The Rent for the first month of this Lease shall be due and payable upon delivery of possession of the Premises by Landlord to Tenant. Landlord shall periodically provide Tenant with an invoice for Additional Rent for Property Expenses incurred by Landlord. Invoices for Additional Rents shall be electronically sent to the Tenant/City addressed to accountspayable@fortlauderdale.gov. Each invoice shall fully detail on a line-by-line basis the underlying tasks and corresponding costs. All related costs shall specify the status of the particular task or project as of the date of the invoice as regards the accepted schedule for that task or project.

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

received by Landlord in accordance with Section 218.74 of the Prompt Payment Act, said interest to be computed in accordance with the Prompt Payment Act.

2. **BUSINESS TAXES**

If applicable, Tenant shall promptly pay to the applicable taxing authorities all taxes, rent taxes, rates, duties, assessments and other taxes and license fees which are levied, rated, charged or assessed against or in respect of the business carried on in the Leased Premises by Tenant, or in respect of the use or occupancy thereof by Tenant, or in connection with any furniture, fixtures, equipment, or other personal property owned or used by Tenant.

3. **SALES TAX AND LATE CHARGE**

Tenant is exempt from Sales Tax. Tenant shall pay to Landlord a late charge of ten percent (10%) of any monthly payment of Rent per month for each Rent payment not received by Landlord within fifteen (15) days after such installment is due; such charge constituting additional rent due.

4. **UTILITIES; AIR CONDITIONING**

a. Tenant shall pay for all telephone service and alarm monitoring (if applicable) supplied to the Leased Premises, together with any taxes thereon. Electricity is separately metered to Landlord and is included in Base Rent. Water is not, as of the date hereof, separately metered to Tenant and is included in the Base Rent. However, if Landlord, in its sole discretion, determines that Tenant's water usage is excessive, Landlord may apportion a surcharge applicable to Tenant's usage of the same; such charges and surcharge constituting additional rent due hereunder. In the event Landlord elects to separately meter for water charges, Tenant shall then be responsible for all such charges (including any utility deposits or connection fees associated therewith). Landlord shall not be responsible when water service or electric power is unavailable as a result of failure by a utilities supplier to deliver such service to the Leased Premises, including water rationing and electrical power blackouts.

b. Landlord will maintain and repair the air-conditioning of the Leased Premises. It is agreed that Landlord shall not be liable should such air-conditioning service be interrupted for any reason, including by reason of equipment failures or utilities interruptions. To conserve electrical usage, Landlord may install a programmable thermostat with hours of usage agreeable to Landlord and Tenant. Landlord may charge Tenant for extra hours of air conditioning usage at Landlord's standard hourly charge, currently Twenty-Five (\$25.00) Dollars per hour. Extra hours of air conditioning usage shall mean usage after 7:00 p.m. EST Monday through Friday, and any usage of more than two (2) hours on a Saturday or Sunday. Tenant agrees to utilize good faith efforts to raise the thermostat when the Leased Premises are not being occupied, so as to conserve electrical usage. Landlord will repair the air conditioning unit that is currently broken prior to Lease Commencement.

5. **INTENTIONALLY DELETED.**

6. **EXPENSES**

Tenant's Rent payment listed in Section 1 is inclusive of the following: (i) Ad Valorem Taxes (ii) Insurance Premiums (iii) Common Area Maintenance Expenses (iv) Operating Expenses.

7. **IMPROVEMENTS**

a. The Leased Premises are being let unto the Tenant unfurnished, and in "AS IS"

condition. Upon possession by Tenant, Tenant accepts the same in full satisfaction of all obligations of Landlord hereunder. The Landlord has agreed to repair broken Air Conditioning unit, replace water damaged ceiling tiles and water damage to ceiling prior to Lease Commencement.

b. Tenant shall fully equip the Leased Premises with all trade equipment, lighting fixtures, furniture, operating equipment, furnishings, fixtures, floor coverings and exterior signs and any other equipment necessary for the operation of Tenant's business at Tenant's sole cost and expense. All fixtures installed by Tenant shall be new or completely reconditioned to the reasonable satisfaction of Landlord.

8. **ALTERATIONS**

The Tenant shall not make any alterations or additions to the Leased Premises without the prior written consent in each instance of the Landlord. Any request by Tenant to make alterations or additions shall be submitted in writing to the Landlord together with two (2) copies of the plans showing the proposed alteration or addition, and the proposed contractors, who shall also be approved by Landlord. If Landlord shall give its consent, all work, repairs, and alterations made by Tenant shall be done in a good and workmanlike manner, and in compliance with any applicable governmental rules or regulations, and the cost thereof shall be paid by Tenant in cash or its equivalent, so that the Leased Premises shall at all times be free of liens for labor and materials supplied or claimed to have been supplied to the Leased Premises. All improvements and fixtures installed by Tenant, including but not limited to heating equipment, lighting fixtures, air-conditioning equipment, ceiling, wall treatment, floor covering, plumbing and electrical systems and fixtures, whether or not installed by Tenant, shall not be removable and shall become the property of Landlord without any compensation therefor to Tenant. Tenant shall be allowed to remove its trade fixtures and display counters, upon the expiration or termination of this Lease, expressly contingent upon Tenant promptly repairing any damage to the Leased Premises caused by said removal, upon request by Landlord.

9. **MAINTENANCE**

Tenant shall keep and maintain in good condition, at Tenant's expense, during the continuance of this Lease, all of the Leased Premises and property, including improvements, and shall deliver and surrender the same to the Landlord at the expiration or termination hereof in such good condition, ordinary wear and tear and loss or damage by fire excepted, and shall well and faithfully repair, maintain, empty, cleanse, and keep the Leased Premises, with its appurtenances, in good and substantial repair, together with all walls, plumbing, pipes, partitions, ceilings, windows, doors, lavatories, floors, and other appurtenances, and/or other fixtures and things, and not suffer nor permit any waste or damage of the Leased Premises. In the event the Tenant fails or refuses to make such repairs to the Leased Premises as are necessary, the Landlord may, at its option, after five (5) days written notice to the Tenant, and immediately in the event of an emergency condition, make such repairs, and the same shall be paid for by Tenant as additional rent (but this clause shall not be construed so as to require the Landlord to make any such repairs). Landlord has agreed to repair damaged ceiling tiles and repair water damage to ceiling of interior of premise prior to Lease Commencement.

10. **ASSIGNMENT AND SUB-LETTING**

Tenant will not assign, mortgage, pledge, or hypothecate this Lease, or any interest therein, nor shall Tenant permit the use of the Leased Premises by any person or persons other than Tenant, nor shall Tenant sublet the Leased Premises, or any part thereof, without the express prior written consent of Landlord, which shall in all respects be subject to the provisions set forth in this Paragraph and which shall not be unreasonably withheld to other departments within the City. Any sale of stock of Tenant or

other device which has the effect of transferring the practical benefits of this Lease from the parties currently controlling Tenant, shall be deemed a transfer of Tenant's rights requiring Landlord's consent as herein provided. Landlord's written consent to any assignment or subletting shall not operate to release Tenant from its obligations hereunder, nor operate as a waiver of the necessity for a consent to any subsequent assignment or subletting, and the terms of such consent shall be binding upon any person holding by, under or through Tenant.

11. **INTENTIONALLY LEFT BLANK.**

12. **USE OF LEASED PREMISES**

The Leased Premises may be occupied and used by Tenant solely as professional office spaces, together with such other activities as are normally associated with such a business enterprise, and for no other use or purpose whatsoever.

13. **COMPLIANCE WITH LAWS**

a. Tenant shall comply with all laws, rules, and regulations of all governmental authorities respecting the use and operation and activities on the Leased Premises, including parking areas and entrances, and shall not make, suffer, or permit any unlawful use of said Leased Premises. The Tenant shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations, and requirements of the Federal, State, and City Governments and of any and all of their Departments and Bureaus applicable to said Leased Premises (including but not limited to the Americans with Disabilities Act of 1990 (the "ADA")), for the correction, prevention, and abatement of nuisances or other grievances, in, upon, or connected with said Leased Premises during said term; and shall also promptly comply with and execute all rules, orders, and regulations for the prevention of fires, at Tenant's own cost and expense. Beginning on the Commencement Date, Tenant is solely responsible for maintaining the Leased Premises in accordance with all applicable Federal, State, and City law including, but not limited to, the ADA.

b. Tenant shall not cause or permit any hazardous substances to be brought upon, kept or used in or about the Leased Premises or the Property, by Tenant, its agents, employees, contractors or invitees. As used herein, the term "hazardous substances" means any hazardous or toxic substances, material or waste which, now or in the future, is defined as such in any applicable law or regulation which is determined by any state, federal, or local governmental authority to be capable of posing a risk of injury to health, safety or property and/or the use and/or disposal of which is regulated by any governmental authority, but shall exclude products routinely used in offices if kept and maintained strictly in accordance with all applicable laws and regulations. If the Leased Premises, any equipment, trade fixture or other mechanical apparatus therein contains any hazardous substances in violation of this provision, Landlord, at its election, shall have the right to (i) cause Tenant to remove and properly dispose of same, all at Tenant's sole cost and expense and in compliance with the provisions hereof, or (ii) perform the removal and disposal thereof itself, in which event Tenant shall reimburse Landlord, on demand, for the cost incurred by Landlord in doing so. Tenant (and any Guarantor) hereby indemnifies, and agrees to defend and save and hold Landlord, the holder of any mortgage on the Property, and any ground lessor and their successors and assigns harmless from and against any and all losses, liabilities (including without limitation, strict liability), obligations, damages, injuries, defenses, charges, penalties, interest, expenses, fees (including attorney's fees at all administrative and judicial hearings, trial and appellate levels), costs, judgments, claims and demands of any and every kind whatsoever paid, incurred or suffered by, or asserted against, Landlord by any person or entity or governmental agency or body for, with respect to, related to, arising out of, or as a direct or indirect result of the use, generation, release, treatment, discharge, emission, escape, seepage, leakage, spillage, handling, storage, transportation, disposal, clean-

up or presence at, on or under the Leased Premises or the Property, or to the soil, air, or to the surface or ground water of any hazardous substances, materials or wastes introduced to the Leased Premises by Tenant, its agents, employees, contractors and invitees. The foregoing indemnity shall expressly survive the expiration or termination of this Lease.

14. **INSURANCE**

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

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

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

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

15. **MECHANIC'S LIEN**

Nothing contained in this Lease shall authorize Tenant to do any act which may create, or be the foundation for, any lien, mortgage, or other encumbrance upon the reversion or other estate of Landlord, or of any interest of Landlord in the Leased Premises, or the Property, or upon or in the building or improvements thereof; it being agreed that should Tenant cause any alterations, changes, additions, improvements, or repairs to be made to the Leased Premises, or cause materials to be furnished or labor to be performed therein or thereon, neither Landlord nor the Leased Premises shall, under any circumstances, be liable for the payment of any expenses incurred or for the value of any work done or materials furnished to the Leased Premises or any part thereof; Tenant shall, upon request of Landlord,

deliver such documents as may be required by Landlord in order to effectuate the lien protection required by this Paragraph. All such alterations, changes, additions, improvements, repairs, materials, and labor shall be at Tenant's expense, and Tenant shall be solely and wholly responsible to contractors, laborers, and materialmen furnishing labor and materials to said Leased Premises and building or any part thereof. If, because of any act or omission of Tenant, any mechanic's lien or other lien or order for the payment of money shall be filed against the Leased Premises or any building or improvement thereon, or against the Landlord (whether or not such lien or order is valid or enforceable as such), Tenant shall, at Tenant's own cost and expense, within fifteen (15) days after the filing thereof, cause the same to be cancelled and discharged of record, and further, shall indemnify and save harmless Landlord from and against any and all costs, expenses, claims, losses, or damages, including reasonable attorney's fees, resulting thereupon or by reason thereof.

16. **CONDEMNATION**

Landlord reserves unto itself, and Tenant assigns Landlord, all right to damages accruing on account of any taking or condemnation of all or any part of the Leased Premises, or by reason of any act of any public or quasi-public authority for which damages are payable. Tenant agrees to execute such instruments of assignment as may be required by Landlord, to join with Landlord in any petition for the recovery of damages, if requested by Landlord, and to turn over to Landlord any such damages that may be recovered in any such proceeding. Landlord does not reserve to itself, and Tenant does not assign to Landlord, any damages payable for any trade fixtures installed by Tenant at its cost and expense and which are not a part of the realty, or for any damages for interruption to the business of Tenant which do not compensate loss of real property or any interest therein, or otherwise diminish or reduce Landlord's recovery, and Tenant shall be allowed to institute a separate action for recovery of the same.

17. **DESTRUCTION/DEMOLITION**

In the event the Leased Premises shall be partially damaged by fire or other casualty, through no fault of Tenant, its agents, employees, licensees or invitees, and there remains a minimum of six (6) months in the Lease term, the damages shall be repaired by and at the expense of Landlord through the insurance proceeds recovered by Landlord for such fire or other casualty, and the rent until such repairs shall be made, shall be apportioned according to the part of the Leased Premises which is useable by Tenant. In the event the Leased Premises shall be destroyed or so damaged or injured by fire or other casualty during the term of this Lease so as to render the same untenable, or in the event of whole or partial demolition of the Leased Premises, then and in that event, the Landlord shall have the right but not the obligation, to render said Leased Premises tenable by repairs and reconstruction within One Hundred Twenty (120) days from the date of such destruction or demolition, provided there shall remain a minimum of six (6) months in the Lease term. If said Leased Premises are not rendered tenable within said time, it shall be optional with either party hereto to cancel this Lease, and in the event of such cancellation, the rent shall be paid only to the date of such fire or casualty, and any advanced rents then held by Landlord shall be refunded to Tenant. The cancellation herein mentioned shall be evidenced in writing. If Landlord determines that the repairs cannot be made within such One Hundred Twenty (120) days, Landlord may terminate this Lease by written notice to Tenant.

18. **RIGHT OF LANDLORD TO ENTER**

The Landlord, its agents and servants, shall have the right to enter the Leased Premises during all reasonable hours to examine the same with a member of Tenant's staff, upon reasonable notice, to clean the same, and to make such repairs, additions, or alterations as Landlord may deem necessary for the safety, comfort, or preservation thereof, or of the building wherein the Leased Premises are located. Landlord may exhibit said Leased Premises at any time within ninety (90) days prior to the expiration of

the term of this Lease. Landlord has the right to post "For Sale" signs at any time on or about the Leased Premises and "For Lease" signs at any time within ninety (90) days prior to the expiration or termination of this Lease.

19. **BANKRUPTCY OF TENANT**

If the Tenant shall become insolvent, or if bankruptcy proceedings shall be begun by or against the Tenant during the term hereof, then and in that event, the Landlord is hereby irrevocably authorized, at its option, forthwith to cancel this Lease as for a default. Landlord may elect to accept rent from a receiver, trustee, or other judicial officer appointed for the Tenant's property during the term of their occupancy under their fiduciary capacity, without affecting Landlord's rights as contained in this Lease, but no receiver, trustee, or other judicial officer shall have any right, title, or interest in or to the above-described Leased Premises by virtue of this Lease.

20. **OPERATION OF BUSINESS**

Tenant shall conduct its business in the Leased Premises during the regular customary days and hours for such type of business, and in accordance with applicable city, state, and county regulations. Tenant shall not perform any acts or carry on any practices which may damage the Property, the building in which the Leased Premises are located or any related improvements, or be a nuisance or menace to other tenants in the Property or their customers, employees, or invitees, or which would result in the increase of casualty insurance premiums.

21. **SIGNS**

Tenant shall not affix to the Property in which the Leased Premises are located, or display within any window of the Leased Premises, any sign or other advertising material without first obtaining the specific prior written consent of the Landlord, and provided that all such signage is installed at Tenant's sole cost and expense and in compliance with all applicable governmental codes, rules, and regulations.

22. **DEFAULT**

The occurrence of any of the following shall constitute an event of default hereunder:

a. The filing of a petition by or against Tenant for adjudication as a bankrupt or insolvent, or for its reorganization or for the appointment of a receiver or trustee of Tenant's property; an assignment by Tenant for the benefit of creditors; or the taking possession of the property of Tenant by any governmental officer or agency pursuant to statutory authority for the dissolution or liquidation of Tenant, or a filing by Tenant for reorganization under Chapter XI of the Bankruptcy Act.

b. Failure of Tenant to pay when due any installment of Rent, additional rent, or any other sum herein required to be paid by Tenant.

c. Vacation or desertion of the Leased Premises, or permitting the same to be empty and unoccupied for a period of thirty (30) consecutive days.

d. Tenant's removal or attempt to remove, or manifesting an intention to remove Tenant's goods or property from or out of the Leased Premises otherwise than in the ordinary and usual course of business without having first paid and satisfied Landlord for all fixed annual rent, and all other sums which may become due during the entire term of this Lease.

e. Tenant's failure to perform any other covenant or condition of this Lease, after thirty (30) days written notice from Landlord to Tenant.

If the Tenant is in default as defined hereinabove, then the Landlord, in addition to all other rights and remedies granted under the laws of the State of Florida, upon ten (10) days written notice to Tenant, shall have any or all of the following rights:

i. To re-enter and remove all persons and property from the Leased Premises, and such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of Tenant, all without service of notice or resort to legal process and without being deemed guilty of trespass, or becoming liable for any loss or damage which may be occasioned thereby.

ii. Terminate the Lease and declare the entire fixed annual Rent and all other sums which may become due during the entire term of this Lease, due and payable forthwith.

iii. Terminate the Lease, re-enter the Leased Premises, and relet the same for the account of Landlord, or within the sole discretion of Landlord, relet for the account of Tenant, all without service of notice or resort to legal process and without being deemed guilty of trespass, or becoming liable for any loss or damage which may be occasioned thereby.

Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Tenant being evicted or dispossessed for any cause, or in the event of Landlord obtaining possession of the Leased Premises by reason of the violation by Tenant of any of the covenants or conditions of this Lease, or otherwise.

Upon default, the Landlord shall have a right, at its option, to require that the fixed annual Rent, and any other sums which may become due under the terms of this Lease, be paid in semi-annual installments, in advance, for the remainder of the term of this Lease, said semi-annual rental to commence effective the first day of the month in which said default by Tenant occurs.

No failure by the Landlord to insist on the strict performance of any covenant, agreement, term or condition of this Lease, or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial Rent during the continuance of any such breach, shall constitute a waiver of any such breach or such covenant, agreement, term, or condition. No covenant, agreement, term, or condition of this Lease to be performed or complied with by Tenant, and no breach thereof, shall be waived, altered, or modified except by a written instrument executed by Landlord. No waiver of any breach shall affect or alter this Lease, but each and every covenant, agreement, term, and condition of this Lease shall continue in full force and effect with respect to any other then existing or subsequent breach hereof.

In the event of any breach or threatened breach by Tenant of any of the covenants, agreements, terms, or conditions contained in this Lease, Landlord shall be entitled to enjoin such breach or threatened breach and shall have the right to invoke any right or remedy allowed at law or in equity or by statute or otherwise.

Each right and remedy of Landlord provided for in this Lease shall be cumulative and shall be in addition to every other right and remedy provided for in this Lease, or now or hereafter existing, at law or

in equity, or by statute or otherwise, and the exercise by Landlord of any one or more of the rights or remedies for which provision is made in this Lease, or now or hereafter existing, at law or in equity, or by statute or otherwise, shall not preclude the simultaneous or later exercise by Landlord of any and all other rights or remedies for which provision is made in this Lease, or now or hereafter existing, at law or in equity, or by statute or otherwise.

23. **LOCKS**

At the termination of this Lease, Tenant will surrender all keys to the Property, or any part thereof, and the Leased Premises in its possession, or the possession of all others to whom it has given keys.

24. **LANDLORD NOT LIABLE FOR DAMAGE TO TENANT'S PERSONAL PROPERTY**

All personal property placed or moved in the Leased Premises shall be at the risk of the Tenant and Landlord shall not be liable to Tenant or otherwise for any damage to said personal property. It is expressly agreed and understood by and between the Landlord and Tenant, that the Landlord shall not be liable for any damage or injury by water or other utility services, which may be sustained by Tenant or other person, or for any other damage or injury resulting from the carelessness, negligence, or improper conduct on the part of any other Tenant or their agents, employees, licensees or invitees, or by reason of the breakage, leakage, or obstruction of the water, sewer, or pipes, or other leakage in or about the Property or the Leased Premises.

25. **NOTICES**

All notices required under this Lease shall be deemed to be properly served when hand-delivered to Tenant's Leased Premises, or when posted by Certified United States Mail, postage pre-paid, Return Receipt Requested, addressed to the party to whom directed at the address set forth below, or at such other address as may from time to time be designated in writing by the party changing such address, provided any change in address shall not be effective until ten (10) days after mailing notice of such change to the other party in accordance with this notice provision.

LANDLORD: George Dermksian, as Sole Successor Trustee under the Last Will and Testament of Krikor A. Gazarian, and Lineaire Group 10 New River LLC
350 NE 24th Street, Ste 108
Miami, FL 33137

With copy to: Native Realty Co., a Florida limited liability company
719 N.E. 2nd Avenue Fort Lauderdale FL 33304
Attn: Jaime Sturgis

TENANT: City of Fort Lauderdale – Marine Facilities
2 South New River Drive East Suite 103
Fort Lauderdale, FL 33301

With copy to: City of Fort Lauderdale
100 N. Avenue Fort Lauderdale FL 33301
Attn: Real Estate Division

26. **SUBORDINATION**

a. This Lease and all rights of Tenant hereunder are, and shall be, subject to and subordinate to the liens of any mortgages, deeds of trust, restrictions, ground or underlying leases, or any other security interests which have been, or which hereafter may be placed upon the Leased Premises, or the Property or any portion(s) thereof and to any renewals, modifications, consolidations, replacements, and extensions thereof. Tenant further agrees to make such reasonable modifications to this Lease (not increasing Tenant's obligations hereunder or adversely affecting Tenant's use and/or occupancy of the Leased Premises) as may be requested by the holder of any such mortgage, deed of trust, ground or underlying lease.

b. The provisions of the foregoing Paragraph shall be self-operative, but Tenant covenants and agrees that it shall, on demand at any time or times, execute, acknowledge, and deliver to Landlord, any and all instruments in order to subordinate this Lease and Tenant's rights hereunder, as aforesaid.

c. If Tenant shall fail or neglect to execute, acknowledge, and deliver any such instrument, Landlord, in addition to any other remedies, may, as agent or attorney-in-fact of Tenant, execute, acknowledge, and deliver the same on behalf of Tenant, and Tenant hereby irrevocably nominates, constitutes, and appoints Landlord as Tenant's proper and legal attorney-in-fact for such purpose, hereby ratifying all such acts that Landlord may do as attorney-in-fact of Tenant.

d. It is further understood and agreed, however, that neither such subordination nor any foreclosure of any such mortgage shall affect Tenant's right to continue in possession of the Leased Premises under the terms of this Lease so long as Tenant shall not default in the performance of Tenant's obligations hereunder.

27. **ESTOPPEL CERTIFICATE**

Tenant agrees at any time and from time to time, upon not less than ten (10) days prior notice by Landlord, to execute, acknowledge, and deliver to Landlord a statement in writing certifying that this Lease in unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), and the dates to which the rent and other charges have been paid in advance, if any, and stating whether or not Landlord is in default in performance of any covenant, agreement, or condition contained in this Lease, and if so, specifying each such default, and such other matters as may be reasonably requested, it being intended that any such statement delivered pursuant to this Paragraph may be relied upon by any party to whom such certificate may be delivered by Landlord.

28. **LIGHT AND AIR**

Tenant has no right to light or air over any premises adjoining the Leased Premises or the Property.

29. **INDEMNITY**

In addition to any other indemnities to Landlord specifically provided in this Lease, and subject to the conditions and limitation set forth in Fla. Stat. § 768.28, as same may be amended from time to time, and with reservation of all rights under Article VII, Section 10 Pledging Credit, Florida Constitution (1968), Tenant shall indemnify and save harmless Landlord against and from all liabilities, liens, suits,

obligations, fines, damages, penalties, claims, costs, charges and expenses, including reasonable architects' and attorneys' fees by or on behalf of any person which may be imposed upon or incurred by or asserted against Landlord by reason of the use and/or occupancy of the Premises or any part thereof, by Tenant or Tenant's agents, contractors, servants, employees, licensees or invitees during the term of this Lease. This indemnification shall specifically extend to but shall not be limited to loss or damage arising out of environmental hazards or contamination.

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

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

Landlord shall in no way be liable for any loss, expense, or damage (whether direct or indirect) that Tenant may sustain or incur by reason of any change, failure, interference, disruption, interruption or defect in the supply or character of the electric energy furnished to the Premises or the property, regardless of its duration. Unless caused by a hurricane, flood, tornado, natural disaster, or act of God, Landlord shall have fifteen (15) days within which to cure any such change, failure, interference, disruption, interruption, defect, unavailability or unsuitability of such electric energy. In the event the Landlord is unable to cure the electric energy issue within that fifteen (15) day period, Tenant may terminate this Lease, however, such cure period shall be extended a reasonable time if the failure to cure is due to a hurricane, flood, tornado, natural disaster, or act of God.

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

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

30. **QUIET ENJOYMENT**

Landlord covenants that at all times during the Term of this Lease, so long as Tenant is not in default hereunder, Tenant's quiet enjoyment of the Leased Premises or any part thereof shall not be disturbed by any act of Landlord, or of anyone acting by, through or under Landlord. Notwithstanding the foregoing, Tenant acknowledges that there may be on-going construction in or about the Property during the term of this Lease and Tenant represents and warrants that, unless expressly stated in the following paragraph, it shall have no claim against and take no action against Landlord or the Property due to such construction activities.

In the event Tenant wishes to relocate from the Leased Premises due to Landlord's ongoing construction in or about the Property, Tenant must first provide Landlord with thirty (30) days advanced written notice of its intention to relocate and must specify the construction activity causing such relocation. If Landlord does not cease construction within such thirty (30) day period, Tenant may relocate from the Leased Premises and, if Tenant does relocate, Rent shall be abated beginning on the date that Tenant takes possession of the new location. If Landlord does not cease construction within ninety (90) days of Tenant's relocation, the Tenant may terminate this Lease immediately by providing notice to the other. If Landlord does cease construction within ninety (90) days of Tenant's relocation, Tenant must retake possession of the Leased Premises within fifteen (15) days of Landlord's notice of ceasing construction, and Tenant's Rent obligations shall continue on the earlier of the date Tenant retakes possession of the Leased Premises or the fifteenth (15th) day after Landlord's notice.

31. **HOLDING OVER**

If, with Landlord's written consent, Tenant remains in possession of the Leased Premises after the expiration or other termination of the lease term, Tenant shall be deemed to be occupying the Leased Premises on a month-to-month tenancy at a rental rate as stated in the written consent. Such month-to-month tenancy may be terminated by Landlord or Tenant on the last day of any calendar month by delivery of at least fifteen (15) days advance notice of termination to the other. If, without Landlord's consent, Tenant remains in possession of the Leased Premises after the expiration or other termination of the lease term, Tenant shall be deemed to be occupying the Leased Premises under a tenancy at sufferance at a monthly rental equal to one hundred and fifty percent (150%) of the Base Rent for the month immediately prior to such tenancy at sufferance, together with any and all additional rent due hereunder.

32. **LEASE RECORDING**

Neither the Tenant nor anyone claiming under the Tenant shall record this Lease or any memorandum hereof in any public records. At Landlord's request, Tenant shall execute and deliver to Landlord, in form and content reasonably acceptable to Landlord, a memorandum of this Lease or Notice of Lien Prohibition in accordance with Section 713.10 Florida Statutes, as amended.

33. **RADON GAS**

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

34. **WAIVER OF TRIAL BY JURY**

LANDLORD AND TENANT HEREBY KNOWINGLY, IRREVOCABLY AND

INTENTIONALLY WAIVE ANY AND ALL RIGHT TO A JURY TRIAL OF ANY ISSUE OR CONTROVERSY ARISING UNDER THIS LEASE.

35. **LIMITATION OF LANDLORD'S LIABILITY AND DEFINITION OF LANDLORD**

Tenant agrees to look solely to Landlord's interest in the Property and the rents or other income Landlord derives from the Property, for the enforcement of any judgment, award, order or other remedy under or in connection with this Lease or any related agreement, instrument or document or for any other matter whatsoever relating thereto or to the Leased Premises. Under no circumstances shall any present or future, direct or indirect, principals or investors, general or limited partners, officers, directors, shareholders, trustees, beneficiaries, participants, advisors, managers, employees, agents or affiliates or Landlord, or of any other of the foregoing parties, or any of their heirs, successors or assigns have any liability for any of the foregoing matters. It is specifically understood and agreed that there shall be no personal liability of Landlord in respect to any of the covenants, conditions or provisions of this Lease. In no event shall Landlord be liable to Tenant for any loss, profits, incidental, punitive, or consequential damages.

The term "Landlord" as used in this Lease means only the owner for the time being of the Property or the owner of a leasehold interest in the entirety of the Property so that in the event of sale of the Property or an assignment of this Lease, or a demise of the Property, Landlord shall be entirely freed and relieved of all obligations of Landlord under this Lease, and it shall be deemed without further agreement between the parties and the purchaser(s), assignee(s), or lessee(s) that said purchaser(s), assignee(s), or lessee(s) has assumed and agreed to observe and perform all obligations of Landlord under this Lease.

36. **BROKER'S COMMISSION**: Landlord and Tenant agree and acknowledge that **Jamie Sturgis of Native Realty** has represented Landlord in this transaction and that **Brooke Berkowitz of Colliers International South Florida, LLC** has represented Tenant in this transaction. Landlord shall be responsible for paying a commission to the aforementioned broker(s) pursuant to a separate written agreement. Tenant and Landlord each represent and warrant to the other that there are no claims for brokerage commissions or finder's fees in connection with the execution of this Lease, except as stated herein, and Landlord and Tenant agree to indemnify each other against and hold the other harmless from all liabilities arising from any other claim by a broker, including cost of counsel fees.

37. **GENERAL PROVISIONS**

a. The agreements contained in this Lease and Addendum "A" set forth the entire understandings of the parties, shall be binding upon the respective heirs, successors, assigns, and legal representatives of the parties hereto, and shall not be changed or terminated orally.

b. Time is of the essence of this Lease with respect to each and every one of the Tenant's obligations hereunder.

c. The rights of the Landlord under this Lease shall be cumulative, and failure on the part of the Landlord to promptly exercise any rights conferred hereunder shall not operate to forfeit any of said rights.

d. It is hereby covenanted and agreed that no waiver or breach of any of the covenants of this Lease shall be construed as a waiver of any succeeding breach of the same or any other covenants, nor shall such waiver be construed as modifying in any way the terms and provisions of this

Lease.

e. Both parties shall be responsible for their own attorney's fees and court costs in any matters arising out of this Lease (whether suit be brought or not). Notwithstanding the foregoing, in connection with any litigation or proceeding arising out of this Lease, the prevailing party shall be entitled to reasonable attorney's fees and costs (including but not limited to, such attorney's fees incurred prior to the institution of litigation or in litigation), at all trial and appellate levels, and/or in arbitration, bankruptcy, or other administrative or judicial proceedings.

f. It is understood and agreed that this Lease contains the entire agreement of the parties hereto regarding the Leased Premises, and that there have been no representations by either party to the other which are not contained herein.

g. This Lease Agreement has been made and entered into in the State of Florida. This Agreement and any dispute arising under or in any way related to this Agreement or its subject matter shall be governed by and construed in accordance with the laws of the State of Florida, without giving effect to Florida's choice-of-law provisions. Any state court of competent jurisdiction in Broward County, Florida is the exclusive and mandatory forum for any such dispute. The parties hereby submit to the exclusive jurisdiction of the state courts in Broward County, Florida, and expressly and irrevocably waive any objection they might have to either the jurisdiction of, or venue in, those courts.

h. Any additional payments which may be due to Landlord hereunder shall constitute "additional rent" due Landlord.

i. If Tenant, with Landlord's consent, occupies and commences to operate Tenant's business from the Leased Premises or any part thereof prior to the "Commencement Date", all provisions of this Lease will be in full force and effect commencing upon such occupancy, and any Rent and additional rent, where applicable, for such period will be paid by Tenant as the same rate herein specified.

j. Landlord reserves the right (but not the obligation, unless expressly set forth herein) to use, install, monitor and repair pipes, ducts and conduits within the walls, columns, and ceilings of the Leased Premises.

k. Landlord and Tenant acknowledge that they have read this Lease, have had the opportunity to review it with an attorney of their respective choice, and have agreed to all its terms. Under these circumstances, Landlord and Tenant agree that the rule of construction that a contract be construed against the drafter shall not be applied in interpreting this Lease and that in the event of any ambiguity in any of the terms or conditions of this Lease, including any Addendums hereto and whether or not placed of record, such ambiguity shall not be construed for or against any party hereto on the basis that such party did or did not author same.

l. Any acts to be performed by Landlord under or in connection with this Lease may be delegated by Landlord to its managing agent or other authorized person or firm.

38. **ADDENDUM**

The terms of Addendum A attached hereto are incorporated herein by reference.

39. **EARLY TERMINATION**

Notwithstanding any other provision in this Lease, Landlord, in its discretion, may terminate this

Lease at any time (including during a renewal term) by providing nine (9) months' written notice to the other party. If Landlord terminates the Lease pursuant to this Section, and Tenant is not in default on the effective date of termination, then within 15 days of Tenant vacating the Property Landlord shall return to Tenant the last three (3) months of paid Rent and Tenant's Security Deposit (subject to the other provisions of this Lease).

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, by providing Landlord with 90 days prior written notice. In the event Tenant exercises this option, Tenant shall pay a termination fee equal to the unamortized leasing commissions and any tenant improvements funded by Landlord, plus an interest factor of 6%.

40. INTENTIONALLY DELETED.

41. LEASE VALIDITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN OR IN THIS LEASE, THE SUBMISSION OF THIS LEASE FOR EXAMINATION AND/OR EXECUTION BY TENANT DOES NOT CONSTITUTE A RESERVATION OF OR OPTION FOR THE LEASED PREMISES FOR THE BENEFIT OF TENANT AND THIS LEASE AND/OR ANY ADDENDUM SHALL HAVE NO FORCE OR VALIDITY UNLESS AND UNTIL DULY EXECUTED BY LANDLORD AND DELIVERED BY LANDLORD TO TENANT.

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

WITNESSES

[Witness Print Name]

[Witness Print Name]

STATE OF FLORIDA
COUNTY OF _____:

The foregoing instrument was acknowledged before me this _____ day of _____, 2019 by _____, _____ of **LINEAIRE GROUP 10 NEW RIVER, LLC**, a Florida limited liability company and authorized to do business in the State of Florida on behalf of the company. He is personally known to me or has produced _____ as identification and did not (did) take an oath.

(SEAL)

LANDLORD

LINEAIRE GROUP 10 NEW RIVER, LLC,
a Florida limited liability company

By: _____
Print Name: _____
Title: _____

Notary Public, State of
Signature of Notary taking acknowledgment

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

My Commission Number

TENANT:

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

[Witness print name]

By: _____
Christopher J. Lagerbloom, City Manager
Date: _____, 2019

[Witness print name]

ATTEST:

Jeffrey A. Modarelli, City Clerk

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

By: _____
Robert B. Dunckel, Assistant City Attorney

ADDENDUM "A" - RULES AND REGULATIONS OF PROPERTY

The following Rules and Regulations, hereby agreed to and accepted by Tenant, are prescribed by Landlord to promote the best interests of all the Tenants in the Property and the efficient and orderly operation of the Property.

1. The Landlord reserves the right to issue from time to time any Rules and Regulations which are responsible, prudent and necessary for proper and efficient administration and operation of the Property.

2. The Landlord reserves the right from time to time to: change or modify and add to or subtract from the sizes, locations, shapes and arrangements of the common areas; add to or subtract from the buildings in the Property; and do and perform such other acts in and to the Property as Landlord, in its sole but reasonable discretion, deems advisable for the use thereof by tenants and their customers.

3. The Landlord is not responsible for acts of vandalism, lost or stolen property, equipment, money or any article taken from the Leased Premises, Property, or common areas. Each Tenant is fully responsible for the protection of its Leased Premises and the contents thereof from robbery, theft, vandalism, pilferage or other loss.

4. Tenant shall provide its own merchandise, property/comprehensive liability, and plate glass insurance.

5. Delivery of merchandise and supplies shall not interfere with other Tenants in the Property.

6. Tenants shall not conduct or carry on business such as: automotive center, used car sales, manufacturing operations, second-hand store, war surplus store, pawn shop, distress sale, bankruptcy sale, auction sale, or carry on any other business or activity which is illegal, immoral, or interferes with the existing tenants and their business.

7. Tenant shall not conduct business based on fraudulent, deceptive, or misleading business practices or advertising.

8. Tenant shall not install any showcases, vending machines or other equipment or property in front of or affixed to any part of the exterior of the Leased Premises, without the prior written permission from the Landlord, and in compliance with all applicable county, city, and state regulations.

9. Tenant shall not permit or suffer the use of any advertising medium which can be heard or experienced outside of the Leased Premises, including, without limiting the generality of the foregoing, balloons, flashing lights, searchlights, loud speakers, phonographs, radios or television. No radio, television or other communication antenna equipment or device of any kind is to be mounted, attached or secured to any part of the roof, exterior surface or anywhere outside the Leased Premises, unless Landlord has previously given its written consent.

10. No Tenant may use any sidewalk or walkway or any vestibule or entrance of its Leased Premises for keeping, displaying, advertising or sale of any merchandise, equipment, devices or objects. Every Tenant's right to use all sidewalks, vestibules, entrances, parking and other common areas of the Property is limited to ingress and egress for such Tenant and its employees, licensees and invitees and for no other use. No Tenant shall permit the encumbrances or obstruction of any portion of the common areas. The Landlord reserves the right to control and operate all common areas in such manner as it

deems in the best interest of all Tenants and the Property generally. No Tenant shall obstruct, litter, mar, or damage any part of the exterior doors or walls, landscaped areas, or any other portion of the common areas, and any Tenant shall be responsible for such damage caused by it or its employees, agents or contractors.

11. Tenant shall maintain the Leased Premises in good, safe, hazard-free condition including but not limited to clean doors, storefront, floors and walls, entrance and exits.

12. Tenant shall not permit or suffer any portion of the Leased Premises to be used for lodging purposes.

13. Tenant shall immediately report to Landlord anything which appears to be unsafe in or around the Leased Premises, including the common area of the Property.

14. No Tenant shall permit the accumulation of rubbish, trash, garbage and other refuse in or around its Leased Premises.

15. All food preparation and/or serving Tenants shall be required to install and regularly maintain appropriate grease traps. Damage caused by any Tenants to the plumbing/waste disposal system shall be promptly repaired by such Tenant.

16. Tenant is responsible for the removal of rubbish, trash, garbage, etc. to the inside of the dumpster designated and provided by Landlord. There shall be no stacking of rubbish at front or exterior of the Leased Premises, nor shall there be any stacking of rubbish outside the dumpster. All bulk material (boxes, cartons, etc.) must be broken down to fit and lay flat inside the dumpster. The dumpster is to be used only for normal refuse that is generated by Tenant's business. Contractors employed by Tenant for leasehold improvements may not use the Property dumpster and must remove their own trash and debris daily or as often as necessary to maintain a safe and clean environment. Tenant shall be responsible for the disposal and removal of unusual amounts of refuse material due to construction, move in, incoming shipments, and shall make such arrangements for the pick up and payment.

17. No Tenant shall keep in its Leased Premises any inflammable, combustible or explosive substances, nor any substance which would create or tend to create a dangerous or combustible condition.

18. No Tenant shall permit or suffer anything to be done or kept on its Leased Premises which will increase the rate of insurance for such Leased Premises or the Property.

19. No animals shall be permitted within any of the Leased Premises except in the event of a pet store, veterinary clinic or similar business specifically approved by the Landlord.

20. Following completion of its Leased Premises, no Tenant shall change the color, type of paint or stain or other covering on any part of the exterior of its Leased Premises or otherwise change the architectural treatment thereof, without first obtaining the written approval of the Landlord, and in conformity with all applicable codes, rules, and regulations.

21. Tenant is responsible for its own janitorial services within the Leased Premises.

22. Solicitation, including the distribution of hand bills or other advertising matter by any Tenant or its agent is prohibited within the entirety of the Property, unless prior written approval of Landlord is obtained.

23. The plumbing facilities shall not be used for any other purpose than that for which they were constructed, and no foreign substance of any kind shall be thrown therein. The expense of any breakage, stoppage, or damage shall be borne by Tenant.

24. Tenant shall not conduct its business in such a manner as to create any nuisance, or interfere with, annoy or disturb any other Tenant of Landlord in the Property. No smoking shall be allowed in the Leased Premises or common areas.

25. No Tenant shall overload the floor of its Leased Premises or use or operate any machinery, equipment or other device which is harmful to the Leased Premises.

26. Tenant shall not commit waste or suffer or permit waste to be committed in the Leased Premises or common areas. Lights shall be extinguished, and air conditioning thermostats shall be raised when the Leased Premises are not occupied by Tenant.

27. Tenant shall install and maintain interior and exterior signage in accordance with Landlord's specifications and sign criteria. The Landlord shall not be responsible for the cost of refabrication of signs fabricated, ordered or constructed that do not conform to the Landlord's sign criteria.

28. Landlord shall be allowed reasonable access to the Leased Premises upon prior notice, for purposes of inspection, repair, or exhibiting the same to prospective tenants and/or purchasers.

The foregoing Rules and Regulations, and any future amendments thereof, shall not be construed to limit in any way the provisions of the Lease, but shall be supplementary thereto. All costs and expenses incurred by Landlord in enforcement of the Rules and Regulations due to Tenant's breach shall promptly be paid to Landlord as additional rent due.