SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this "**Agreement**") is made as of the [24th] day of [April], 2019 by and between **MAXIM CREDIT GROUP, LLC**, a New York limited liability company, its affiliates, successors and assigns, having an address at 660 Madison Avenue, Suite 1700, New York, New York 10065 (the "**Lender**"), **The City of Fort Lauderdale,** a Florida Municipal Corporation, having an address at 100 North Andrews Avenue, Fort Lauderdale, FL 33301 (the "**Tenant**"), and BH3 TCO, LLC, a Delaware limited liability company, having an address at 21500 Biscayne Boulevard, Suite 302, Aventura, FL 33180, successor in interest to Third Street Development, LLC, a Delaware Limited Liability Company (the "**Landlord**").

RECITALS:

A. Lender is the owner and holder of a certain mortgage and security agreement (as amended, modified or restated, the "**Security Instrument**") given by Landlord to Lender which encumbers the fee estate of Landlord in certain premises more particularly known as 105 N.E. 3rd Street, Fort Lauderdale, FL 33301 (the "**Property**") and which secures the payment of certain indebtedness owed by Landlord to Lender evidenced by a certain promissory note given by Landlord to Lender (as amended, modified or restated, the "**Note**");

B. Tenant is the holder of a leasehold estate in a portion of the Property under and pursuant to the provisions of a certain lease agreement dated **March 19, 2013, as amended by first amendment to lease agreement dated October __, 2018,** by and between Third Street Development, LLC, as successor-in-interest by merger to 105 Third Street Development, LLC, a Florida limited liability company, as successor-in-interest to 105 NE 3rd Street, LLC, a Florida limited liability company, and Tenant, as the same may have been or may hereafter be amended (hereinafter collectively called the "**Lease**"); and

C. Tenant has agreed to subordinate the Lease to the Security Instrument and to the lien thereof and Lender has agreed to grant non-disturbance to Tenant under the Lease on the terms and conditions hereinafter set forth.

AGREEMENT:

In consideration of One Dollar ($1.00) and other good and valuable consideration, each to the other in hand paid, receipt and sufficiency thereof being hereby acknowledged, the parties hereto hereby agrees as follows:

1. Subordination. The Lease and all of the terms, covenants and provisions thereof and all rights, remedies and options of Tenant thereunder are and shall at all times continue to be subject and subordinate in all respects to the terms, covenants and provisions of the Security Instrument and to the lien thereof, including without limitation, all renewals, increases, modifications, spreaders, consolidations, replacements and extensions thereof and to all sums

secured thereby and advances made thereunder with the same force and effect as if the Security Instrument had been executed, delivered and recorded prior to the execution and delivery of the Lease.

2. **Non-Disturbance**. If any action or proceeding is commenced by Lender for the foreclosure of the Security Instrument or the sale of the Property, Tenant shall not be named as a party therein unless such joinder shall be required by law, provided, however, such joinder shall not result in the termination of the Lease or disturb the Tenant's possession or use of the premises demised thereunder, and the sale of the Property in any such action or proceeding and the exercise by Lender of any of its other rights under the Note or the Security Instrument shall be made subject to all rights of Tenant under the Lease, provided that at the time of the commencement of any such action or proceeding or at the time of any such sale or exercise of any such other rights (a) the term of the Lease shall have commenced pursuant to the provisions thereof, (b) Tenant shall be in possession of the premises demised under the Lease, (c) the Lease shall be in full force and effect and (d) Tenant shall not be in default under any of the terms, covenants or conditions of the Lease or of this Agreement on Tenant's part to be observed or performed.

3. **Attornment**. If Lender or any other subsequent purchaser of the Property shall become the owner of the Property by reason of the foreclosure of the Security Instrument or the acceptance of a deed or assignment in lieu of foreclosure or by reason of any other enforcement of the Security Instrument (Lender or such other purchaser being hereinafter referred as "**Purchaser**"), and the conditions set forth in Section 2 above have been met at the time Purchaser becomes owner of the Property, the Lease shall not be terminated or affected thereby but shall continue in full force and effect as a direct lease between Purchaser and Tenant upon all of the terms, covenants and conditions set forth in the Lease and in that event, Tenant agrees to attorn to Purchaser and Purchaser by virtue of such acquisition of the Property shall be deemed to have agreed to accept such attornment, provided, however, that Purchaser shall not be (a) liable for the failure of any prior landlord (any such prior landlord, including Landlord and any successor landlord, being hereinafter referred to as a "**Prior Landlord**") to perform any of its obligations under the Lease which have accrued prior to the date on which Purchaser shall become the owner of the Property, provided that the foregoing shall not limit Purchaser's obligations under the Lease to correct any conditions of a continuing nature that (i) existed as of the date Purchaser shall become the owner of the Property and (ii) violate Purchaser's obligations as landlord under the Lease; provided further, however, that Purchaser shall have received written notice of such omissions, conditions or violations and has had a reasonable opportunity to cure the same, all pursuant to the terms and conditions of the Lease, (b) subject to any offsets, defenses, abatements or counterclaims which shall have accrued in favor of Tenant against any Prior Landlord prior to the date upon which Purchaser shall become the owner of the Property, (c) liable for the return of rental security deposits, if any, paid by Tenant to any Prior Landlord in accordance with the Lease unless such sums are actually received by Purchaser, (d) bound by any payment of rents, additional rents or other sums which Tenant may have paid more than one (1) month in advance to any Prior Landlord unless (i) such sums are actually received by Purchaser or (ii) such prepayment shall have been expressly approved of by Purchaser, (e) bound by any agreement terminating or amending or modifying the rent, term, commencement date or other material term of the Lease, or any voluntary surrender of the premises demised under the Lease, made without Lender's or Purchaser's prior written consent prior to the time

Purchaser succeeded to Landlord's interest or (f) bound by any assignment of the Lease or sublease of the Property, or any portion thereof, made prior to the time Purchaser succeeded to Landlord's interest other than if pursuant to the provisions of the Lease. In the event that any liability of Purchaser does arise pursuant to this Agreement, such liability shall be limited and restricted to Purchaser's interest in the Property and shall in no event exceed such interest. Alternatively, upon the written request of Lender or its successors or assigns, Tenant shall enter into a new lease of the Premises with Lender or such successor or assign for the then remaining term of the Lease, upon the same terms and conditions as contained in the Lease, except as otherwise specifically provided in this Agreement.

4. **Notice to Tenant**. After notice is given to Tenant by Lender that the Landlord is in default under the Note and the Security Instrument and that the rentals under the Lease should be paid to Lender pursuant to the terms of the assignment of leases and rents executed and delivered by Landlord to Lender in connection therewith, Tenant shall thereafter pay to Lender or as directed by the Lender, all rentals and all other monies due or to become due to Landlord under the Lease and Landlord hereby expressly authorizes Tenant to make such payments to Lender and hereby releases and discharges Tenant from any liability to Landlord on account of any such payments.

5. **Lender's Consent**. Tenant shall not, without obtaining the prior written consent of Lender, (a) enter into any agreement amending, modifying or terminating the Lease, (b) prepay any of the rents, additional rents or other sums due under the Lease for more than one (1) month in advance of the due dates thereof, (c) voluntarily surrender the premises demised under the Lease or terminate the Lease without cause or shorten the term thereof, or (d) assign the Lease or sublet the premises demised under the Lease or any part thereof other than pursuant to the provisions of the Lease; and any such amendment, modification, termination, prepayment, voluntarily surrender, assignment or subletting, without Lender's prior consent, shall not be binding upon Lender.

6. **Notice to Lender and Right to Cure**. Tenant shall notify Lender of any default by Landlord under the Lease and agrees that, notwithstanding any provisions of the Lease to the contrary, no notice of cancellation thereof or of an abatement shall be effective unless Lender shall have received notice of default giving rise to such cancellation or abatement and (i) in the case of any such default that can be cured by the payment of money, until sixty (60) days shall have elapsed following the giving of such notice or (ii) in the case of any other such default, until a reasonable period for remedying such default shall have elapsed following the giving of such notice and following the time when Lender shall have become entitled under the Security Instrument to remedy the same, including such time as may be necessary to acquire possession of the Property if possession is necessary to effect such cure, provided Lender, with reasonable diligence, shall (a) pursue such remedies as are available to it under the Security Instrument so as to be able to remedy the default, and (b) thereafter shall have commenced and continued to remedy such default or cause the same to be remedied. Notwithstanding the foregoing, Lender shall have no obligation to cure any such default.

7. **Notices**. All notices or other written communications hereunder shall be deemed to have been properly given (i) upon delivery, if delivered in person or by facsimile transmission with receipt acknowledged by the recipient thereof and confirmed by telephone by

sender, (ii) one (1) Business Day (hereinafter defined) after having been deposited for overnight delivery with any reputable overnight courier service, or (iii) three (3) Business Days after having been deposited in any post office or mail depository regularly maintained by the U.S. Postal Service and sent by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to Tenant:	City of Fort Lauderdale] 100 North Andrews Avenue Fort Lauderdale, FL 33301 Attention: Robert Dunckel
If to Landlord:	BH3 TCO, LLC 21500 Biscayne Boulevard, Suite 302, Aventura, FL 33180 Attention: Gregory Freedman
With a copy to:	Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A. New River Center, Suite 2100 200 East Las Olas Boulevard Fort Lauderdale, Florida 33301 Attention: Peter L. Desiderio, Esq.
If to Lender:	c/o Maxim Credit Group, LLC 660 Madison Avenue, Suite 1700, New York, New York 10065 Attention: _____
With a copy to:	Mavrides, Moyal, Packman & Sadkin, LLP 276 Fifth Avenue, Suite 404 New York, New York 10001 Attention: Eric Sadkin, Esq.

or addressed as such party may from time to time designate by written notice to the other parties. For purposes of this Section 7, the term "**Business Day**" shall mean a day on which commercial banks are not authorized or required by law to close in the state where the Property is located. Either party by notice to the other may designate additional or different addresses for subsequent notices or communications.

8. **Successors and Assigns**. This Agreement shall be binding upon and inure to the benefit of Lender, Tenant and Purchaser and their respective successors and assigns.

9. **Governing Law**. This Agreement shall be deemed to be a contract entered into pursuant to the laws of the State of New York and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of New York.

10. Miscellaneous. This Agreement may not be modified in any manner or terminated except by an instrument in writing executed by the parties hereto. If any term, covenant or condition of this Agreement is held to be invalid, illegal or unenforceable in any respect, this Agreement shall be construed without such provision. This Agreement may be executed in any number of duplicate originals and each duplicate original shall be deemed to be an original. This Agreement may be executed in several counterparts, each of which counterparts shall be deemed an original instrument and all of which together shall constitute a single Agreement. The failure of any party hereto to execute this Agreement, or any counterpart hereof, shall not relieve the other signatories from their obligations hereunder. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.

11. Joint and Several Liability. If Tenant consists of more than one person, the obligations and liabilities of each such person hereunder shall be joint and several.

12. Definitions. The term "**Lender**" as used herein shall include the successors and assigns of Lender and any person, party or entity which shall become the owner of the Property by reason of a foreclosure of the Security Instrument or the acceptance of a deed or assignment in lieu of foreclosure or otherwise. The term "**Landlord**" as used herein shall mean and include the present landlord under the Lease and such landlord's predecessors and successors in interest under the Lease, but shall not mean or include Lender. The term "**Property**" as used herein shall mean the Property, the improvements now or hereafter located thereon and the estates therein encumbered by the Security Instrument.

13. Further Acts. Tenant will, at the cost of Tenant, and without expense to Lender, do, execute, acknowledge and deliver all and every such further acts and assurances as Lender shall, from time to time, require, for the better assuring and confirming unto Lender the property and rights hereby intended now or hereafter so to be, or for carrying out the intention or facilitating the performance of the terms of this Agreement or for filing, registering or recording this Agreement, or for complying with all applicable laws.

14. Limitations on Purchaser's Liability. In no event shall the Purchaser, nor any heir, legal representative, successor, or assignee of the Purchaser have any personal liability for the obligations of Landlord under the Lease and should the Purchaser succeed to the interests of the Landlord under the Lease, Tenant shall look only to the estate and property of any such Purchaser in the Property for the satisfaction of Tenant's remedies for the collection of a judgment (or other judicial process) requiring the payment of money in the event of any default by any Purchaser as landlord under the Lease, and no other property or assets of any Purchaser shall be subject to levy, execution or other enforcement procedure for the satisfaction of Tenant's remedies under or with respect to the Lease; provided, however, that the Tenant may exercise any other right or remedy provided thereby or by law in the event of any failure by Landlord to perform any such material obligation.

15. Estoppel Certificate. Tenant, shall, from time to time, within ten (10) days after request by Lender, execute, acknowledge and deliver to Lender a statement by Tenant certifying (a) that the Lease is unmodified and in full force and effect (or if there have been

modifications, that the same is in full force and effect as modified and stating the modifications), (b) the amounts of fixed rent, additional rent, percentage rent, or other sums, if any, which are payable in respect of the Lease and the commencement date and expiration date of the Lease, (c) the dates to which the fixed rent, additional rent, percentage rent, if any, and other sums which are payable in respect to the Lease have been paid, (d) whether or not Tenant is entitled to credits or offsets against such rent, and, if so, the reasons therefor and the amount thereof, (e) that Tenant is not in default in the performance of any of its obligations under the Lease and no event has occurred which, with the giving of notice or the passage of time, or both, would constitute such a default, (f) whether or not, to the best knowledge of the person certifying on behalf of Tenant, Landlord is in default in the performance of any of its obligations under the Lease, and, if so, specifying the same, (g) whether or not, to the best knowledge of such person, any event has occurred which with the giving of such notice or passage of time, or both would constitute such a default, and, if so, specifying each such event, and (h) whether or not, to the best knowledge of such person, Tenant has any claims, defenses or counterclaims against Landlord under the Lease, and, if so, specifying the same, it being intended that any such statement delivered pursuant hereto shall be deemed a representation and warranty to be relied upon by Lender and by others with whom Lender may be dealing, regardless of independent investigation. Tenant also shall include in any such statement such other information concerning the Lease as Lender may reasonably request.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, Lender, Tenant and Landlord have duly executed this Agreement as of the date first above written.

WITNESSES

Sean Silverbrook
[Witness Type or Print Name]

LENDER:

MAXIM CREDIT GROUP, LLC, a New York limited liability company

By: _____
Name: Brian Steiner
Title: Authorized Signatory

STATE OF New York)
COUNTY OF New York)

On the 24 day of April in the year 2019, before me, the undersigned, personally appeared Brian Steiner, as Authorized Signatory of **MAXIM CREDIT GROUP, LLC**, a New York limited liability company, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person or entity upon behalf of which the individual acted, executed the instrument. He/she [X] is personally known to me, or [ ] has produced _____ as identification.

Notary Stamp/Seal:

Notary Signature: Casey Ann Conroy
Notary Print: Casey Ann Conroy
Notary Public, State of New York
Commission No.: 01C06312353
My Commission Expires: 9/29/2022

CASEY ANN CONROY
Notary Public - State of New York
No. 01CO6312353
Qualified in New York County
My Commission Expires 09/29/2022

CASEY ANN CONROY
Notary Public - State of New York
No. 01CC6371253
Qualified in New York County
My Commission Expires 05/29/20

TENANT:

WITNESSES

Jeanette A. Johnson

Jeanette A. Johnson

[Witness type or print name]

Tixa D. Penedo

[Witness type or print name]

THE CITY OF FORT LAUDERDALE,
a municipal corporation

By: _____
Dean J. Trantalis, Mayor

By: _____
Christopher D. Lagerbloom,
City Manager

ATTEST:

_____
Jeffrey A. Modarelli, City Clerk

(CORPORATE SEAL)

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

By _____
Robert B. Dunckel, Assistant City Attorney

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 10th day of January, 2019 by **Dean J. Trantalis,** Mayor of the CITY OF FORT LAUDERDALE, a municipal corporation of Florida. He is personally known to me and did not take an oath.

(SEAL)

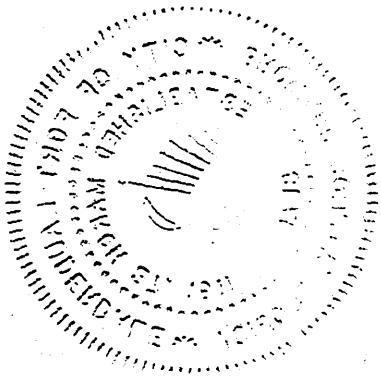
Jeanette A. Johnson
Notary Public, State of Florida
(Signature of Notary taking Acknowledgment)

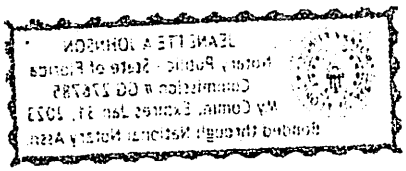
Jeanette A. Johnson
Name of Notary Typed, Printed or Stamped

My Commission Expires: 1/31/23

Commission Number GG 276785

JEANETTE A JOHNSON
Notary Public - State of Florida
Commission # GG 276785
My Comm. Expires Jan 31, 2023
Bonded through National Notary Assn.




JEANETTE A JOHNSON
Notary Public - State of Florida
Commission # GG 276785
My Comm. Expires Jan 31, 2023
Bonded through National Notary Assn.

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 9th day of January, 2019 by **Christopher J. Lagerbloom,** City Manager of the CITY OF FORT LAUDERDALE, a municipal corporation of Florida. He is personally known to me and did not take an oath.

(SEAL)

KERRY ARTHURS
MY COMMISSION # FF953055
EXPIRES: January 24, 2020

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

KERRY ARTHURS
Name of Notary Typed, Printed or Stamped

My Commission Expires:

Commission Number

LANDLORD:

BH3 TCO, LLC,
a Delaware limited liability company

By: _____
Name: Gregory Freedman
Title: President

STATE OF FLORIDA)
: ss:
COUNTY OF Broward)

Acknowledged before me this 24 day of January, 2019 by Gregory Freedman, as President of BH3 TCO, LLC, a Delaware limited liability company, on behalf of the company. He [✓] is personally known to me, or [ ] has produced _____ as identification.

Notary Stamp/Seal:

AMANDA JEAN SCOTT
State of Florida-Notary Public
Commission # GG 264080
My Commission Expires
January 25, 2023

Notary Signature: _____
Notary Print: Amanda Scott
Notary Public, State of Florida
Commission No.: GG 264080
My Commission Expires: January 25, 2023

SIGNATURE PAGE TO SNDA

SECOND AMENDMENT TO LEASE AGREEMENT

This Second Amendment to Lease Agreement (the "Amendment") is made as of November 20th, 2018, by and between Third Street Development, LLC, a Delaware limited liability company, successor in interest by merger to 105 Third Street Development, LLC, a Florida limited liability company, whose mailing address is 12 Southeast Seventh Street, Suite 606, Fort Lauderdale, Florida 33301 ("Lessor") and The City of Fort Lauderdale, a Florida municipal corporation, whose mailing address is 100 North Andrews Avenue, Fort Lauderdale, Florida 33301 ("Lessee").

RECITALS

A. Lessor (as Assignee of 105 NE 3rd Street, LLC, a Florida limited liability company) and Lessee entered into a certain Lease Agreement dated as of March 19, 2013 (the "Lease") with the original term running through and including July 5, 2019 (the "Initial Term"), a true and correct copy of which Lease is attached hereto as ***Exhibit "A"***, for the lease of certain real property more particularly described as follows (the "Leased Premises"):

105 NE 3rd Street, Suites C & A, Fort Lauderdale, FL 33301
and more particularly described in the Lease

B. As of the date of this Amendment, Lessee has not assigned or subleased any of its rights under the Lease and is in exclusive possession of the Leased Premises.

C. By the express terms of Section 1.03 of the Lease, Lessee has two (2) five (5) year renewal options (collectively, the "Renewal Options"), which may be exercised by Lessee providing written notice to Lessor of Lessee's election to exercise the Renewal Options no later than six (6) months prior to the termination of the Initial Term or option term, as the case may be.

D. By the express terms of Section 8.14 of the Lease, Lessee has a Right of First Refusal to match any good faith offer by a third party to lease Suite "B", which offer must be "matched" by Lessee within seven (7) days of receipt of the offer (the "Right of First Refusal").

E. Lessor and Lessee desire to amend the Lease to provide that (i) the Renewal Option(s) are hereby waived and terminated and are of no further force or effect, (ii) the Right of First Refusal is hereby waived and terminated and of no further force or effect, (iii) Lessee has the right to terminate the Initial Term at any time after January 1, 2019 without penalties, and (iv) Lessee has the right to extend its occupancy of the Leased Premises on a month-to-month basis only until October 5, 2019, all as more particularly set forth below.

NOW THEREFORE, in consideration of the mutual covenants and promises set forth in this Amendment and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. **Recitals; Lease in Good Standing**. The foregoing recitals are true and correct and are made a part of this Amendment. Lessee and Lessor agree and acknowledge that the Lease is in good standing and in full force and effect, and that neither party is in default thereunder.

2. **Waiver and Termination of Renewal Options and Right of First Refusal**. The Renewal Options and Right of First Refusal are hereby terminated and of no further force or effect, and Lessee hereby waives and foregoes its right to exercise any of the Renewal Options set forth in

Section 1.03 of the Lease, and hereby waives and foregoes its right to exercise the Right of First Refusal to lease Suite "B" set forth in Section 8.14 of the Lease.

3. **Option for Early Termination of Lease.** From and after the date of this Amendment, Lessee shall have the right to terminate the Initial Term of the Lease at any time after January 1, 2019 upon providing Lessor with not less than thirty (30) days prior notice of such intent to terminate the Lease (the "Option for Early Termination"), and Lessee shall vacate the Leased Premises on the vacation date set forth in such notice, which vacation date shall be no later than October 5, 2019.

4. **Option to Extend Term of Lease on Month-to-Month Basis.** In the event Lessee has not exercised its Option for Early Termination of the Lease set forth in Section 3 of this Amendment, then Lessee shall have the right (by written notice given to Lessor not less than 10 days prior to the then current expiration date of the Lease) to extend the term of the Lease on a month-to-month basis at the same rental rate in effect as of the expiration of the Initial Term of the Lease (i.e. July 5, 2019) for a maximum of three (3) months beginning on July 5, 2019, and Lessor and Lessee hereby agree that in no event shall Lessee have the right to extend the term of the Lease beyond October 5, 2019, and notwithstanding anything to the contrary contained in the Lease or this Amendment, the Lease will terminate no later than October 5, 2019, and Lessee shall vacate the Leased Premised by no later than October 5, 2019.

5. **Subordination.** Lessee agrees that this Lease and all the rights, title and interest it has by virtue of its tenancy in and to the Leased Premises is and shall be subject and subordinate to the interest of any holder of a mortgage constituting a lien on the Leased Premises whether presently existing or coming into existence after the date of this Amendment. Lessee acknowledges that Lessor may pledge its interest under this lease as additional security to the holder of any mortgage lien. Lessee agrees that it shall abide by the terms of any such assignment or pledge by Lessor, and if required shall execute documents required by the holder of any mortgage lien to acknowledge Lessee's recognition and acceptance of such assignment and pledge, provided such instrument does not modify any of the terms and conditions in the underlying Lease, as amended. Attornment, and estoppel agreements or certificates in form and content acceptable to Lessor or any mortgage lender. Lessee shall execute any such document within 10 days of written demand.

6. **Captions**. The captions and headings contained in this Amendment are for convenience and reference only, shall not be deemed to be a part of this Amendment or construed as limiting, amplifying, or modifying in any manner the provisions of this Amendment, and shall not otherwise affect the interpretation of this Amendment.

7. **Further Action and Documents**. The parties shall take all such actions and execute all such documents as may be necessary to carry out the purposes of this Amendment, whether or not specifically provided for in this Amendment.

8. **Entire Agreement**. This Amendment contains the sole and entire agreement, and supersedes all other prior written or oral agreements, between the parties with respect to the subject matter of this Amendment.

9. **Binding Effect**. The terms and conditions of this Amendment shall bind and inure to the benefit of the parties and their respective successors and assigns.

10. **Counterparts; Facsimile**. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile or pdf copies of this Amendment and signatures shall be binding as originals.

11. **Conflict**. In the event of any conflict between the terms and provisions of this Amendment and the terms and provisions of the Lease, the terms and provisions of this Amendment shall control. To the extent that there shall be no such conflict, the Lease shall remain in full force and effect and the parties hereto hereby ratify same. The Lessor and Lessee have jointly negotiated and drafted this Amendment and it shall not be interpreted against either party as the drafter thereof. All rules of contract interpretation included in the Lease are applicable to this Amendment.

12. **Authority.** Lessor and Lessee represent and warrant to the other that such party has the full right, power, and lawful authority to enter into, execute, and perform under this Amendment and that such actions do not violate any other agreement, covenant, or restriction placed upon such party. Lessor and Lessee further represent and warrant to the other that the person signing this Amendment on its behalf has been duly authorized to sign this Amendment.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this ~~First~~ Second Amendment to Lease Agreement as of the date set forth in the first paragraph.

Signed, sealed, and delivered
in the presence of:

Joseph Traina
Print Name

Anthony J Currier
Print Name

LESSOR:

THIRD STREET DEVELOPMENT, LLC
a Delaware limited liability company

By: Third Street Operations, LLC,
a Delaware limited liability company,
its Manager

By: Joseph R Traina
Joseph Traina, Sr., Managing Member

STATE OF NEW YORK:
COUNTY OF NEW YORK:

The foregoing instrument was acknowledged before me this 4th day of January, 2019 by **Joseph Traina, Sr.**, the Managing Member of Third Street Operations, LLC, a Delaware limited liability company, which is the manager of Third Street Development, LLC, a Delaware limited liability company. He is personally known to me or has produced Joseph R Traina as identification and did not (did) take an oath.

(SEAL)

LORI A. CURRIER
Notary Public, State of New York
NO. 01CU5053996
Qualified in Nassau County
Commission Expires Jan. 2, 2022

Notary Public, State of New York
(Signature of Notary taking Acknowledgment)

Lori A Currier
Name of Notary Typed, Printed or Stamped

My Commission Expires: 1/2/2022

01CU5053996
Commission Number

LESSEE:

WITNESSES

Jeanette A. Johnson
Jeanette A. Johnson
[Witness type or print name]

Erika D. Peredo
Erika D. Peredo
[Witness type or print name]

(CORPORATE SEAL)

THE CITY OF FORT LAUDERDALE,
a municipal corporation

By: _____
Dean J. Trantalis, Mayor

By: _____
Christopher J. Lagerbloom,
City Manager

ATTEST:

_____
Jeffrey A. Modarelli, City Clerk

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

By _____
Robert B. Dunckel, Assistant City Attorney

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 10th day of January, 2019 by **Dean J. Trantalis,** Mayor of the CITY OF FORT LAUDERDALE, a municipal corporation of Florida. He is personally known to me and did not take an oath.
(SEAL)

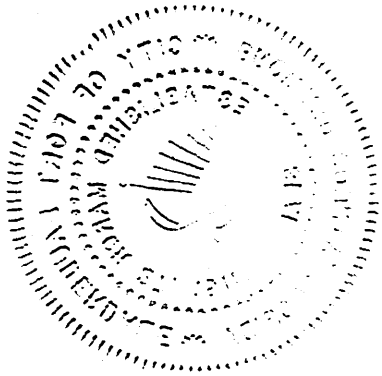
Jeanette A. Johnson
Notary Public, State of Florida
(Signature of Notary taking Acknowledgment)

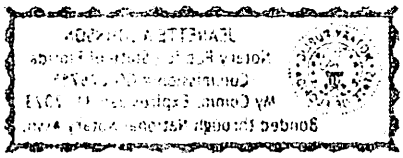
Jeanette A. Johnson
Name of Notary Typed, Printed or Stamped

My Commission Expires: 1/31/23

Commission Number GG 276785

JEANETTE A JOHNSON
Notary Public - State of Florida
Commission # GG 276785
My Comm. Expires Jan 31, 2023
Bonded through National Notary Assn.





STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 9th day of January, 2019 by **Christopher J. Lagerbloom,** City Manager of the CITY OF FORT LAUDERDALE, a municipal corporation of Florida. He is personally known to me and did not take an oath.

(SEAL)

KERRY ARTHURS
MY COMMISSION # FF953055
EXPIRES: January 24, 2020

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

Kerry Arthurs
Name of Notary Typed, Printed or Stamped

My Commission Expires:

Commission Number

EXHIBIT A

LEASE

[SEE ATTACHED]

LEASE AGREEMENT

105 NE 3rd Street, Fort Lauderdale, Florida 33301

105 NE 3rd Street, LLC,
a Florida limited liability company
(Lessor)

and

The City of Fort Lauderdale,
a municipal corporation
(Lessee)

LEASE INDEX

PROVISIONS PAGE

ARTICLE VII - Default

ARTICLE VIII - Applicable Law and Notices

PAGPA OFFICE BUILDING
105 NE 3rd Street
Fort Lauderdale, Florida 33301

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is made and entered into this 19th day of March, 2013 by and between **105 NE 3RD STREET, LLC**, a Florida limited liability company (the "Lessor"), with its principal place of business located at 105 NE 3rd Street, fort Lauderdale, Florida, and **THE CITY OF FORT LAUDERDALE**, a municipal corporation (the "Lessee") whose mailing address is 100 North Andrews Avenue, Fort Lauderdale, Florida 33301.

ARTICLE I
GRANT AND TERM OF LEASE

1.01 DEMISED PREMISES

In consideration of the respective representations and agreements herein contained, Lessor and Lessee covenant and agree as follows:

Lessor hereby leases unto Lessee and Lessee hereby accepts and takes possession as Lessee under Lessor that certain space designated as 105 NE 3rd Street, Suites C & A, Fort Lauderdale, Florida 33301, consisting of 2,100 square feet of Gross Rentable Space (based on BOMA established guidelines, and these shall be agreed upon numbers for rent calculation purposes hereunder, regardless of whether the actual, usable square footage of the Demised Premises is greater or less) as shown on the floor plans attached hereto as **Exhibit "A"** (the "Demised Premises") in the office building owned by Lessor (the "Building") at 105 NE 3rd Street, Fort Lauderdale, Florida 33301, said site and Building known as THE PAGPA BUILDING. The Demised Premises are located on real property owned by Lessor and described as follows:

> Lots 5, 6 and 7, Block "B" of FORT LAUDERDALE LAND AND DEVELOPMENT COMPANY'S SUBDIVISION of Lots 1, 2, 3 and 4 in Block 2 of the TOWN OF FORT LAUDERDALE, according to the Plat thereof as recorded in Plat book 1, Page 57 of the Public Records of Dade County, Florida; said lands situate, lying and being in Broward County, Florida
>
> (hereinafter, "Real Property")

Lessee acknowledges that it has inspected the Demised Premises, knows the condition thereof, and accepts such Demised Premises, specifically the buildings and improvements comprising the same in their current "as is, where is" condition, subject only to general clean up, as shown on "Exhibit A", as suitable for the purposes for which the Demised Premises are leased. Lessee's taking possession of the Demised Premises shall be deemed to conclusively establish that said buildings and improvements are in good and satisfactory condition as of when possession was taken, latent defects notwithstanding.

Lessee further acknowledges that no representations as to the repair of the Demised Premises, nor representations to alter, remodel, or improve the Demised Premises have been made by Lessor, unless such are expressly set forth in this Lease.

1.02 TERM

The term of this Lease shall be seventy two (72) months ("Term"), commencing upon that certain day when the final Certificate of Occupancy as to Lessee Improvements is issued (the "Commencement Date") and terminating seventy-two (72) months after the Commencement Date (the "Termination Date").

1.03 RENEWAL OPTION

Provided that Lessee is not in default of any of its duties, promises and covenants elsewhere set forth, Lessee is granted the option to renew this Lease for two (2) additional five (5) year terms from the expiration date of the original term of this Lease. Said option term(s) shall be upon the same terms and condition as are provided herein, including those rental increases as set forth herein.

Said option terms may only be exercised by instrument in writing executed by the Lessee and furnished to the Lessor by registered or certified mail no later than six (6) months prior to the termination of the initial Lease or option term. Failure by the Lessee to properly exercise its right to exercise this option will result in an immediate forfeiture of this provision. The option(s) is not severable from this Lease.

At the expiration of the Term, Lessee will vacate and surrender the Demised Premises to the Lessor in accordance with the terms hereof and the Demised Premises shall be in a broom-swept, clean condition, reasonable wear and tear and damage by casualty and elements excepted.

Lessee to receive months 1, 13, 25, 37 and 49, rent free, with the exception of utilities and operating repairs which shall still be borne by the Lessee, per the terms of the Lease. Should Lessee leave, abandon the Demised Premises, or terminate the Lease before the end of the first year, Lessee shall be responsible for the full amount of rent due for months 13 and 25.

ARTICLE II
RENT

2.01 RENTAL CALCULATION

The Lessee agrees to pay to Lessor, without demand, set-off or deduction, a fixed minimum rent (the "Rent"), in accordance with the following schedule:

During the first twelve (12) months of this Lease, the Rent shall be as follows:

Rent: $3,832.50 per month, plus state sales tax of 6%, to the extent required by law

Each monthly installment of Rent shall be payable in advance on or before the first (1st) day of each calendar month of the Term to Lessor at Lessor's offices, currently at 105 NE 3rd Street, Fort Lauderdale, Florida 33301, or at such other place as Lessor may from time to time designate in writing to Lessee. If the Commencement Date is not on the first day of a calendar month, Rent

for the period between the Commencement Date and the first day of the following month shall be apportioned on a per diem basis, at a monthly rental rate hereinabove provided, and shall be payable on the Commencement Date. All other sums of money or charges required to be paid by Lessee under this Lease shall be deemed as "Additional Rent" which shall include, but not be limited to, late fees, attorneys' fees or interest charges. Please make all rent payments payable to "105 NE 3RD STREET, LLC."

2.02 SALES TAX

In addition to the payment by Lessee of the Rent set forth above, to the extent required by law, Lessee shall also pay the amount of any use, excise or sales tax on any rental (as defined by the appropriate governmental entity) and other amounts due upon payments required hereunder, imposed by the State of Florida and any federal, state or local government agency, which taxes and other assessments shall be paid at the same time and in the same manner as each payment of Rent. At the inception of this Lease, said Florida sales and use tax is currently six (6%) percent of gross rent. Notwithstanding the foregoing, Lessee is a Florida municipal corporation and the intended use of the Demised Premises is for governmental purposes. As such the lease of the Demised Premises is exempt from sales or use tax. Accordingly, only to the extent that Lessee is not entitled to an exemption from sales or use tax shall sales or use tax be paid, but then only to the extent applicable.

Should Lessee provide evidence to Lessor that it is an officially recognized tax exempt entity, Lessee shall not be required to pay such taxes.

2.03 LATE RENT

In the event any installment of Rent or other amount is not paid and received by Lessor within period set forth under the Local Government Prompt Payment Act, § 218.70, et seq. Fla. Stat. (2012) et. seq., said late payment shall bear interest from thirty (30) days after the due date at a rate of one (1.0) percent per month on the unpaid balance in accordance with § 218.74, Florida Statutes (2012).

2.04 PROPERTY AND OTHER TAXES

During the Term of this Lease, the Lessee agrees to pay, if and when due, to the extent required by law, the appropriate Florida State sales tax on all rent due and payable as well as all other appropriate taxes and/or special assessments, including annual Broward County personal property assessments, levied and assessed against the Property and all improvements built or placed thereon by Lessee in the Demised Premises, but only to the extent required by law. Lessor shall be responsible for ad valorem taxes assessed against the Property.

2.05 ANNUAL ADJUSTMENT

The annual rent increase shall be three percent (3%), effective as of the 13th calendar month of the Lease Term. Rent shall be adjusted annually by multiplying the Rent paid during the preceding year by three percent (3%) and adding that figure to the previous year's Rent.

ARTICLE III
LESSEE USE OF THE PREMISES

3.01 USE OF PREMISES

Lessee, its successors and assigns, shall use the Demised Premises exclusively for the sole purpose of medical offices or facilities and rendition of medical services to the Lessee's officers and employees and qualified family members thereof pursuant to Lessee's self-insured group medical insurance program and for no other use or purpose whatsoever, i.e. no retail sales. It is acknowledged between the parties that Lessee shall be providing such professional medical services to its employees through an independent contractor retained by Lessee. Lessee agrees to comply with all laws, ordinances, rules and regulations of applicable governmental authorities respecting the use, operation, and activities of the Demised Premises (including sidewalks, streets, approaches, drives, entrances and Common Areas which serve the Demised Premises), and Lessee shall not make, suffer or permit any unlawful, improper or offensive use of the Demised Premises or the Building or such other areas, or any part thereof, or permit any nuisance thereon, or permit any use on the Real Property that violates any applicable environment law. Lessee shall not make any use of the Demised Premises which would make void or voidable any policy of fire or extended coverage insurance covering the Demised Premises. Lessee shall use the Demised Premises only for the purpose stated in this Lease and shall not have said Demised Premises vacant or suffer or permit any waste or mistreatment thereof. Lessee agrees to abide by any commercially reasonable rules or regulations and all local, state and other applicable laws, which shall not discriminate against Lessee. Lessor shall not be responsible for the non-performance by any other lessee as occupant of the Building of any of said rules and regulations. In case of any conflict between the terms and provisions of any rules and the terms and provisions of the Lease, the terms and provisions of the Lease shall control to the extent of the conflict. There shall be no competing businesses at THE PAGPA BUILDING.

3.02 PARKING AND COMMON AREAS

In addition to the Demised Premises, Lessee shall have the right to use, in common with Lessor, other lessees, and the guests, employees and invitees of same (a) automobile parking areas, driveways and footways, and (b) such other facilities as may be designated from time to time by Lessor, subject to the terms and conditions of this Lease and to reasonable rules and regulations for the use thereof as prescribed from time to time by Lessor. Lessor shall provide adequate lighting for the parking area, the cost of maintenance of same shall be borne by Lessee. Energy costs for said lighting shall be borne by Lessee. Further, Lessor shall maintain the parking area in good condition; provided that Lessor shall have the right at any time and from time to time to change or modify the design and layout of the parking area(s) so long as same does not unreasonably interfere with Lessee's use and enjoyment of the Demised Premises.

The Common Areas shall be subject to the exclusive control and management of Lessor and Lessor shall have the right to establish, modify and change and enforce from time to time commercially reasonable, rules and regulations with respect to the Common Areas so long as such rules are not discriminatory against Lessee; and provided further that such Rules are not in derogation or abrogation of Lessee's rights under the Lease; and Lessee agrees to abide by and conform with such rules and regulations.

The "Common Areas" as referenced herein shall mean all common parking areas, landscaping areas, lighting, delivery areas, utility areas, lobby areas, all corridors shared by more than one lessee and all lavatories shared by more than one lessee.

No portion of the Common Areas shall be used by Lessee, or any agent or employee of Lessee, for any advertising, political campaigning or other similar use, including without limitation, the dissemination of advertising or campaigning leaflets or flyers.

Lessor may from time to time temporarily close portions of the Common Areas for maintenance and repair, and may erect private boundary markers to take such steps as deemed appropriate for that purpose. Such action shall not constitute or be considered an eviction or disturbance of Lessee's quiet possession of the Demised Premises, provided Lessee and its employees shall have reasonable access to the Demised Premises.

3.03 NO SMOKING BUILDING

This is a no smoking building. The Florida Clean Indoor Air Act (Chapter 386, Part II, Florida Statutes) mandates that employers develop, implement, and post a policy regarding the designation of smoking and nonsmoking areas. Lessee will request their employees and guests not to smoke any cigarettes, cigars, pipes, or other similar materials inside the building for fire safety and liability insurance reasons. The purpose of the Florida Clean Indoor Air Act is to protect the public health, comfort, and environment by creating areas in public places that are reasonably free from tobacco smoke. Smoking is permitted outside the office in the front hallway areas.

3.04 QUIET ENJOYMENT COVENANT

Lessor covenants that so long as Lessee pays the Rent in accordance with the terms and conditions stipulated in this Lease and performs and observes all the other terms, covenants and conditions hereunder, Lessee shall have the right to quietly enjoy and use the Demised Premises for the aforementioned permitted use for the Term of the Lease, subject to the terms and provisions of this Lease, and to any mortgages, ground or underlying leases, agreements and encumbrances to which this Lease is or may become subordinate. In the event Lessor transfers ownership of said Property, Lessee's existing Lease shall continue and be in full force and effect with the new owner/lessor.

3.05 ALTERATION TO THE PREMISES AND REMOVAL OF EQUIPMENT

Other than expressly set forth herein, Lessee shall not cut, drill into, disfigure, deface or injure any part of the Demised Premises; nor obstruct or permit any obstruction, alteration, addition, improvement, decoration or installation in the Demised Premises without first obtaining the written permission of Lessor which shall not be unreasonably withheld, and any such alterations to the Demised Premises shall be made solely at Lessee's expense, and in full compliance with all applicable building or other governmentally enacted codes, regulations, ordinance and laws. Further, Lessee shall not make any structural alterations or additions to the Demised Premises. Any and all Lessee improvements completed by Lessee are to be completed in compliance with all applicable building codes and other applicable laws. Upon expiration of the Term, all installations, fixtures, improvements and alterations made or installed by Lessee, including electric lighting fixtures, and all repairs, improvements, replacements and alterations to the Demised Premises made by Lessee, shall remain a part of the Demised Premises, as property of Lessor, except for trade fixtures, unattached movable items that include furniture, equipment, and office supplies which shall be removed at the Lessee's sole cost and expense and without damage to the Demised Premises.

3.05. (A) LEASEHOLD IMPROVEMENTS PRIOR TO COMMENCEMENT DATE

Lessor and Lessee, prior to execution of this Lease, have agreed upon a set of Leasehold Improvements to the Demised Premises to be performed by Lessor. Lessor and Lessee have placed their respective initials upon a set of Space Plans prepared by Vernon J. Pierce, A.I.A., who is the Managing Member in Lessor. The terms and conditions for going forward on the Leasehold Improvements by Lessor are attached hereto as Exhibit "C" and the parties agree to proceed in accordance therewith and be bound by the terms thereof.

3.06 ADA - GENERAL COMPLIANCE

Lessee, at Lessee's sole expense, shall comply with all laws, rules, orders, ordinances, directions, regulations, and requirements of federal; state, county, and municipal authorities now in force or which may hereafter be in force, which shall impose any duty upon the Lessor or Lessee with respect to the use, occupation, or alteration of the Demised Premises, and that the Lessee shall use all reasonable efforts to fully comply with the American Disability Act.

3.07 LIENS FOR LESSEE WORK

Nothing contained in this Lease shall be construed as consent on the part of Lessor to subject the estate of Lessor to liability under the Construction Lien Law of the State of Florida for Lessee's performance or furnishing of labor, services or materials toward constructed improvements on or to the Real Property or Demised Premises defined herein, it being expressly understood that Lessor's estate shall not be subject to such liability. Lessee shall strictly comply with the Construction Lien Law of the State of Florida as set forth in Florida Statutes Section 713, including, but not limited to, giving written notice to all persons performing services or furnishing materials on its behalf of the terms and conditions of this paragraph. In the event that a construction claim of lien is filed against the Real Property in connection with any work performed by or on behalf of Lessee (except work for which Lessor is responsible), Lessee shall satisfy such claim or shall transfer same to security, so that same is no longer a lien against the Real Property, within fourteen (14) business days from the date of Lessee receiving notice of such filing. In the event that Lessee fails to satisfy or transfer such claim within said fourteen (14) business day period, Lessor may do so and thereafter charge Lessee, as Additional Rent, all costs reasonably incurred by Lessor in connection with satisfaction or transfer of such claim, including reasonable attorneys' fees. If so requested by Lessor, Lessee shall execute a short form or memorandum of this Lease, which may in Lessor's discretion be recorded in the Public Records for the purpose of protecting Lessor's estate from mechanics' claims of lien, as provided in Florida Statutes Section 713.10. Lessor has the right to record the memorandum without execution by Lessee in the event Lessee fails to execute the memorandum within seven (7) days of request.

3.08 CONDUCT OF BUSINESS

Lessee agrees to open the Demised Premises for business on the Commencement Date and thereafter, subject to Federal, State or municipal holidays recognized by the City of Fort Lauderdale, throughout the Term of this Lease, continuously or on a regular Monday through Friday basis to use all of the Demised Premises for the purpose or purposes stated in this Lease, diligently carrying on therein Lessee's business undertaking in a dignified manner.

3.09 UTILITIES

Lessee at Lessee's sole cost and expense agrees to establish and pay for all deposits and recurring expenses relative to any and all utilities consumed at the Demised Premises, including, but not limited to, electric, water and sewerage, cable, satellite and internet services and trash and waste removal. As Suites "B" and "C" are not separately metered, the parties have agreed that Lessee shall receive a monthly credit totaling Eighty Dollars ($80.00) as an equitable adjustment. In the event that Lessee shall rent Suite "A" in addition to Suites "B" and "C" during the term of the Lease, the aforementioned credit shall terminate and Lessee shall pay the entire amounts due and owing for all utilities consumed at the Real Property.

3.10 ENVIRONMENTAL PROVISIONS

3.10.1 Lessee expressly warrants and represents to Lessor that Lessee will not use or employ upon or within the Demised Premises or Lessor's Real Property store, treat or dispose of any environmental hazardous waste or hazardous substance which is not customarily incidental or accessory to the permitted use under this Lease, whether or not it was generated or produced on the Demised Premises; and Lessee further expressly warrants and represents that any activity on or relating to the Demised Premises shall be conducted in full compliance with all applicable laws. OSHA requires Lessee in the operation of the medical office to have Material Safety Data Sheets ("MSDS") on all substances that could even remotely be construed as potentially harmful. The MSDS contains 16 sections for each potentially hazardous substance, including first aid treatment, accidental release measures, handling and storage, exposure, control and personal protection. Lessee has electronically provided to Lessor MSDS sheets on 100% of the items that are used in the operation of the medical facility, such MSDS sheets having been assembled pursuant to OSHA regulations. Further, red plastic medical waste containers for needles, gauze, dressings and other medical waste are utilized in the operation of the medical facility. Such medical waste is picked upon on a regular basis by Stericycle, our medical waste disposal vendor who is obligation to follow all applicable federal and state laws in terms of disposal of medical waste.

3.10.2 Lessee expressly warrants that (1) it is not in violation or subject to any existing, pending or threatened investigation by any governmental authority with regard to any environmental matter respecting the Demised Premises; and (2) it will not use any toxic or hazardous substances on the Real Property without the prior written approval of the Lessor, except as otherwise permitted under 3.10.1 above.

3.10.3 Lessee will immediately notify Lessor in writing of all spills or releases of any toxic or hazardous substances, or failure to comply with any local, state or federal law, and all inspections of the Property by any regulatory entity.

3.10.4 Lessee shall be responsible for any breach of violations of any of the terms, conditions or covenants in this Section 3.10.

3.11 ASSIGNMENT OR SUBLETTING BUILDING

Lessee shall not assign this Lease, or any rights hereunder, nor let or sublet all or any part of the Demised Premises, nor suffer or permit any person or entity to use any part of the Demised Premises, without first obtaining the express written consent of Lessor, which shall not be unreasonably withheld. For the purposes of this Section 3.11, it is acknowledged and

stipulated between the parties that Lessee will be providing professional medical services to its employees through an independent contractor retained by Lessee and such an independent contractual relationship shall not be deemed an assignment or sublet of all or any part of the Demised Premises. The Lessor can withhold his consent to any proposed assignment or subletting if the proposed transferee's anticipated use of the Demised Premises involves generation, storage, use, treatment or disposal of any toxic or hazardous substances that creates a greater hazardous condition for building or Lessees, or creates greater requirements for ADA compliance than what presently exists under this Lease, then Lessor may in its reasonable discretion without consent to such an assignment or sublease. Should Lessor consent to such assignment of this Lease, or to a sublease of all or any part of the Demised Premises, Lessee and any guarantors of the Lease shall remain liable for all of the obligations of Lessee under this Lease, including, without limitation, the payment of all Rent herein reserved, until the expiration of the Term. No failure of Lessor to promptly collect from any assignee or sublessee, or any extension of the time for payment of Rent, shall release or relieve Lessee or any guarantor from their respective obligations under the Lease and any guaranty.

ARTICLE IV
BUILDING MAINTENANCE

4.01 MAINTENANCE OBLIGATIONS

4.01.1 Lessee, at Lessee's sole cost and expense, shall repair and maintain in good order and condition the non-structural interior portion of the Demised Premises, including the doors and any plate and window glass, and floor coverings, plumbing, heating, air conditioning, electrical and sewage system, facilities and appliances, interior lighting, bulb and ballast replacement. Lessee shall be responsible for arranging and paying for Lessee's janitorial services.

4.01.2 Lessor, at Lessor's sole cost and expense, shall repair and maintain in good order the access gate at the Real Property; however, Lessee shall be responsible for setting the timers relative to Lessee's access requirements and Lessee shall bear the expense for the cost of any new access controllers that Lessee may need from time to time.

4.01.3 Relative to the maintenance of the exterior grounds of the Real Property, Lessee shall cut the grass (2x per month) and trim the hedges every other month at Lessee's sole cost and expense. Lessor shall fertilize the grass, hedges and ground cover on a quarterly basis and shall also provide lawn related pest control on a quarterly basis at Lessor's sole cost and expense. Lessor shall also be responsible for the planting and maintenance of the annuals along 3rd Street and replace the plant material in those certain rectangular planters located in the building's entryway at Lessor's sole cost and expense.

4.02 INSPECTION AND REPAIR

Lessor or its representative shall have the right at any reasonable time to enter upon the Demised Premises for the, purpose of inspection or for the purpose of making or causing to be made any repairs or otherwise to protect its interest, but the right of Lessor to enter, repair or to do anything

else to protect its interest, or the exercise or failure to exercise said right, shall in no way diminish Lessee's obligations or enlarge Lessor's obligations under this Lease, or affect any right of Lessor, or create any duty or liability by Lessor to Lessee or any third party. Lessor shall have the right to show the Demised Premises to a prospective lessee at any time subsequent to the one hundred eightieth (180th) day before the expiration or termination of the Lease, provided Lessee has not properly elected to exercise its option to extend pursuant to the terms and conditions set forth herein.

ARTICLE V
INSURANCE/CASUALTY

5.01 LESSEE INSURANCE

5.01.1 Lessee/City 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. Lessee agrees to notify Lessor of amendments to § 768.28, Florida Statutes as they occur. Notice of all and any claims Lessor might have against Lessee shall be made immediately upon Lessee/City. Lessee/City shall process all such claims pursuant to § 768.28, Florida Statutes, as same may be amended from time to time and in accordance with all other applicable laws and ordinances. With respect to workers' compensation, comprehensive general liability, including personal injury and property damage, Lessee/City is self-insured pursuant to the provisions of § 768.28 (16), Florida Statutes, (2012). To the extent Lessee/City fails to remain self-insured in any of the above referenced areas, then Lessee/City 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, with contractual liability endorsement, 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, on or about the Demised Premises for which Lessee/City fails to remain self-insured. Said policies shall: (i) name Lessor as an additional insured and insure Lessor's contingent liability under this Lease (except for the worker's compensation policy, which shall instead include waiver of subrogation endorsement in favor of Lessor), (ii) be issued by an insurance company which is acceptable to Lessor and licensed to do business in the State of Florida, and (iii) provide that said insurance shall not be canceled unless thirty (30) days prior written notice shall have been given to Lessor. Said policy or policies or certificates thereof shall be delivered to Lessor by Lessee upon commencement of the term of the Lease and upon each renewal of said insurance.

5.01.2 All policies of insurance procured by Lessee shall be issued in form and substance acceptable to the reasonable satisfaction of Lessor 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 Lessee shall be written as primary policies not contributing with, nor in excess of, coverage that Lessor may carry.

5.01.3 All insurance required to be procured by Lessee shall name Lessor as additional insured, and each such policy shall contain an endorsement that each of Lessor, although named as an additional insured, nevertheless shall be entitled to recover under said policies for any loss *or* damage occasioned to it, its agents, employees, contractors, directors, shareholders, partners and principals by reason of the negligence or tortuous acts of Lessee, its servants, agents, employees, and contractors. All policies of insurance procured by Lessee shall contain endorsements providing as follows: (a) that such policies may not be materially changed, amended, reduced, canceled or allowed to lapse with respect to

Lessor or Lessor's mortgagee except after thirty (30) days' prior written notice from the insurance company to each, sent by certified mail, return receipt requested; and (b) that Lessee shall be solely responsible for the payment of all premiums under such policies and that Lessor shall have no obligation for the payment thereof notwithstanding that Lessor is or may be named as an additional insured.

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

5.01.5 Lessee shall not violate or permit the violation of any condition imposed by any fire insurance, other casualty insurance or liability insurance policy carried by Lessor or Lessee with respect to the Demised Premises or Building, and shall not do or permit anything to be done, or keep or permit anything to be kept in the Demised Premises which may: (a) subject Lessor to any liability or responsibility for the personal injury or death of any person or any property damage; (b) increase the fire, other casualty or liability insurance rates on the Demised Premises or Building above the rate which would otherwise then be in effect; or (c) result in insurance companies of good standing refusing to insure the Demised Premises or Building in amounts reasonably satisfactory to Lessor. If for any reason Lessee or anyone claiming by, through or under Lessee fails to comply with the foregoing provision and the rate of any insurance policy on the Demised Premises or the Building shall be higher than it otherwise would be, Lessee shall reimburse Lessor on demand for that part of the premium or premiums for insurance coverage paid by Lessor because of such failure to comply on the part of Lessee in addition to any other remedies which Lessor may have pursuant to this Lease, such reimbursement shall be deemed Additional Rent.

5.01.6 Waiver of Subrogation. Each of the Lessor and Lessee hereby releases the other from any and all liability or responsibility to the other or anyone claiming through or under them by way of subrogation or otherwise for any loss or damage to property caused by fire or any other perils insured in policies of insurance for any loss or damage to property caused by fault or negligence covering such Real Property or Building, even if such loss or damage shall have been caused by the fault or negligence of the other party, or anyone for which such party may be responsible, including any other Lessees or occupants of the remainder of the Building in which the Demised Premises are located; provided however, that this release shall be applicable and in force and effect only to the extent that such release shall be lawful at the time and in any event only with respect to loss or damage occurring during such time as the releasor's policies shall contain a clause or endorsement to the effect that any such release shall not adversely affect or impair said policies or prejudice the right of the releasor to coverage thereunder and then only to the extent of the insurance proceeds payable under such policies. Each of Lessor and Lessee agrees that it will request its respective insurance carriers to include in its policies such a clause or endorsement. If extra costs shall be charged therefore, each party shall advise the other thereof and of the amount of the extra cost and the other party, at its election, may pay the same, but shall not be obligated to do so. If such other party fails to pay such extra cost, the release provisions of this paragraph shall be inoperative against such other party to the extent necessary to avoid invalidation of such releasor's insurance.

5.02 LESSOR INSURANCE

Lessor agrees that it shall maintain continuously during the Term of this Lease (1) general liability insurance against claims for injury to persons or property occurring in, on, or about the PAGPA BUILDING property; and (2) fire, casualty, and extended coverage insurance on the

building in an amount estimated to be full replacement value by a company authorized to engage in business in the state of Florida.

5.03 CASUALTY – DEMISED PREMISES OR BUILDING

In the event the Demised Premises or Building are rendered untenanteable by fire or other major casualty, Lessor shall have the option of terminating this Lease or rebuilding the Demised Premises or Building and in such event written notice of the election by Lessor shall be given to Lessee within fifteen (15) days after the occurrence of such casualty and the Lessee shall have the option to cancel the existing lease. In the event Lessor elects to not terminate this Lease, the Demised Premises or Building shall, within a reasonable time after receipt of insurance proceeds, provided same are sufficient to cover the cost and be restored to substantially its former condition (not including any of Lessee's improvements). During periods of premises casualty, payment of a proportionate part of the Rent, Additional Rent or other sum due hereunder from Lessee to Lessor shall abate. Lessor shall not be obligated to rebuild the Lessee's improvements. In the event Lessor elects to terminate this Lease, Rent shall be applied to and adjusted as of the date of such casualty, and the Term shall then expire and this Lease shall be of no further force or effect, Lessor shall be entitled to sole possession of the Demised Premises and Lessor shall not be obligated to reimburse the Lessee for the value or cost of its improvements. If any damage is caused by the negligence of Lessee or its employees, the damages shall be repaired by Lessor, upon receipt of the insurance proceeds, but there shall be no abatement of rent.

5.04 INTERRUPTION OF SERVICES

Lessor reserves the right to interrupt, curtail or suspend the elevator (if any), electrical or air conditioning services to be furnished by Lessor when necessary by reason of emergency, electrical power loss or surge, mechanical breakdown, or when required by any law, order or regulation of any Federal, State, County or Municipal authority, or for any other cause beyond the reasonable control of Lessor. Lessor shall use due diligence to complete all required repairs or other necessary work as quickly as possible so that Lessee's inconvenience resulting therefrom may be for as short a period of time as circumstances will permit. No diminution or abatement of Rent or other compensation shall or will be claimed by Lessee as a result therefrom, nor shall this Lease, or any of the obligations of Lessee, be affected or reduced by reason of such interruption, curtailment or suspension.

5.05 INDEMNITY

Lessee/City, a Florida municipal corporation, is self-insured pursuant to the provisions of § 768.28 (16), Florida Statutes (2012). To the extent of the limitations of the legislative waiver of sovereign immunity, as set forth in § 768.28, Florida Statutes, as same may be amended from time to time, and no further, Lessee covenants and agrees that it will protect and save and keep Lessor forever harmless and indemnified against and from any penalty or damage or charges claimed or imposed for any violation of any laws, ordinances, rules or regulations whether occasioned by the neglect of Lessee or those holding under Lessee or by the occupancy and business of Lessee; against and from any and all loss, cost, damage or expense including, without limitation, attorneys' fees through and including all trial and appellate levels, arising out of or from any accident or other occurrence, due to the acts or omissions of neglect of Lessee, or its employees, invitees or agents, on or about the Demised Premises, the Common Areas or the Building, causing injury to any person whomsoever or damage to property whatsoever; and, against and from any and all claims and against and from any and all loss, cost, damage or expense arising out of the operation or possession of the Demised Premises, Common Areas or the Building and any

failure of Lessee in any respect to comply with and perform all of the requirements and provisions of this Lease or any other business of Lessee. This indemnity shall apply to all losses including attorney fees as costs whether taxable or not. Lessee agrees to notify Lessor of any amendments to § 768.28, Florida Statutes as they occur.

Lessee hereby indemnifies, to the extent of the limitations of the legislative waiver of sovereign immunity, as set forth in § 768.28, Florida Statutes, as same may be amended from time to time, and no further, and holds Lessor harmless, and Lessor shall not be liable to Lessee, or to anyone claiming under or through Lessee, for any loss or damage which may be occasioned by any event occurring as a result of Lessor's negligence, or any of its agents, servants, representatives or employees, without limitation, fire or water, deluge or overflow, bursting, leaking or running over of water pipes, plumbing or fixtures, gas, steam, sewerage, wiring or other apparatus or by rain or other water being or coming upon the Demised Premises, the Common Areas or the Building, other than loss or damage resulting from the gross negligence or intentional wrongdoing of Lessor.

Any liability of Lessor to Lessee under this Lease is and shall be limited to Lessor's equity interest in the Building. Lessor, its officers, directors, shareholders, agents, employees, independent contractors and/or partners are not and shall not be personally liable to Lessee for any of the obligations of Lessor under this Lease.

5.06 FORCE MAJEURE

In the event that either party to this Lease shall be delayed or hindered in, or prevented from, the performance of any act required to construct, repair, or rebuild the Demised Premises by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, hurricane, or other reason of a like nature which is not the fault of the party so delayed in performing acts required under the terms of this Lease, then performance of such act shall be excused for the period of the delay, and the period for the performance of any such delayed act shall be extended for a period equivalent to the period of such delay.

5.07 NOTICE TO LESSOR OF CASUALTY

Lessee agrees to give Lessor immediate prompt written notice of any accident, fire, burglary, theft, or damage occurring on or to the Demised Premises.

ARTICLE VI
LESSEE SUBORDINATION

6.01 MORTGAGE SUBORDINATION

All rights and interests of Lessee hereunder are and shall be and remain subject, subordinate and inferior to all mortgages, liens, easements, encumbrances, ground or underlying leases, restrictions or covenants heretofore given and encumbering the Real Property or any part thereof, and shall likewise be subordinate and inferior to all renewals, and extension of any such mortgage, lien, easement, lease, encumbrance, restriction or covenant, and the right of the holder of any such mortgage shall at all

times be and remains prior and superior to all rights and interests of Lessee. This provision shall operate as a subordination agreement with respect to all such mortgages and all renewals, and extensions thereof. If the holder of any such mortgage or any person, firm or corporation agreeing to make a loan secured by a mortgage on the Demised Premises shall require confirmation of any subordination for which provision is herein made or a separate subordination agreement with respect to any mortgage transaction, Lessee shall execute and return such confirmation or subordination agreement in the form required by such lender within five (5) business days of receiving said form. In the event that Lessee shall fail to timely execute and return same, Lessee hereby appoints and empowers Lessor to execute same on its behalf. Execution of same shall not diminish or affect the liability of Lessee hereunder or of any other party responsible for or guaranteeing the obligations of Lessee under this Lease.

6.02 ATTORNMENT

In the event of the sale, transfer or assignment of Lessor's interest in this Lease and/or the Demised Premises or Real Property, or in the event any proceedings are brought for the foreclosure of or for the exercise of any power of sale under any mortgage on the Demised Premises or Real Property, Lessee shall attorn to the respective transferee, assignee or purchaser and recognize such party as Lessor under this Lease.

6.03 JOINDERS

The Lessee hereby agrees to join in any and all documents pertaining to the Demised Premises and/or Real Property which are reasonably requested by Lessor including, but not limited to, land use plan amendments, zoning applications, and all other permits, applications and/or documents, to be filed with any governmental and/or quasi-governmental authorities with respect to the development and/or redevelopment of all or any portion of the Demised Premises or Real Property, ("Joinders") provided that such Joinder shall not unreasonably impede Lessee's right of Quiet Enjoyment, as heretofore provided. The Lessor agrees that the Lessee shall not be required to incur any costs with respect to such Joinders. In the event that Lessee elects to have its counsel review such documents, such review shall be done at the cost and expense of Lessee.

6.04 CONDEMNATION

If the whole of the Real Property or the Demised Premises is condemned or taken in any manner for any public or quasi-public use or, less than the whole of the Real Property or Demised Premises is condemned *or* taken and it is not, in Lessor's judgment, economically feasible to continue to operate the remaining portion of the Real Property or Demised Premises, then Lessor shall have the option to terminate the Lease as of the date of vesting of title in such governmental entity. In the event of any condemnation or taking, Lessor will be entitled to receive Lessor's entire award in the condemnation proceeding. Lessee will, however, be entitled to separately claim, prove and receive in such condemnation proceeding such award as may be allowed for Lessee's leasehold interest in the Real Property, including trade fixtures, alterations and improvements constructed by or for Lessee, at its sole cost and expense (amortized over the balance of the Term) but only if such award is in addition to the award payable to Lessor as set forth above.

ARTICLE VII

DEFAULT

7.01 EVENTS OF LESSEE

Upon the happening of one or more of the events as expressed below in (a) to (h), inclusive (individually or collectively, "Event of Default"), Lessor shall have any and all rights and remedies hereinafter set forth:

(a) In the event Lessee should fail to pay any monthly installment of Rent or any other sums required to be paid hereunder, within the time set forth in Section 2.03 hereof on Late Rent.

(b) In the event a petition in bankruptcy (including Chapter X and Chapter XI bankruptcy proceedings or any other reorganization proceedings under the Bankruptcy Act) be filed by Lessee, or be filed against Lessee, and such petition is not dismissed within sixty (60) days from the filing thereof, or in the event Lessee is adjudged bankrupt.

(c) In the event an assignment for the benefit of creditors is made by Lessee.

(d) In the event of an appointment by any court of a receiver of other court officer or Lessee's property and such receivership is not dismissed within forty five (45) days from such appointment.

(e) In the event Lessee removes, attempts to remove, or permits to be removed from the Demised Premises, except in the usual course of trade, the goods, furniture, effects or other property of Lessee brought thereon.

(f) In the event Lessee, before expiration of the Term hereof and without the written consent of Lessor, vacates the Demised Premises or abandons the possession thereof, or uses the same for purposes other than the purposes for which the same are hereby leased, or ceases to use the Demised Premises continuously during regular business hours of the Property for the purposes herein expressed.

(g) In the event an execution or other legal process is levied upon the goods, furniture, effects or other property of Lessee brought on the Leased Premises, or upon the interest of Lessee in this Lease, and the same is not satisfied or dismissed within fourteen (14) business days from this levy.

(h) In the event Lessee fails to keep, observe or perform any of the other terms, conditions or covenants on the part of Lessee herein to be kept, observed and performed other than payments under Section 2.03 hereof, for more than twenty (20) days after written notice thereof is given by Lessor to Lessee specifying the nature of such default, or if the default so specified shall be of such a nature that the same cannot reasonably be cured or remedied within said twenty (20) day period, if Lessee shall not in good faith have commenced the curing or remedying of such default within such twenty (20) day period and shall not thereafter continuously and diligently proceed therewith to completion.

7.02 REMEDIES OF LESSOR

In the event of any such default as above set forth, Lessor shall, after three (3) business days written notice to Lessee in the event of a monetary default after the period set forth in Section 2.03 hereof or seven (7) days written notice to Lessee in the event of a non-monetary default, then Lessor, in any such event(s), shall have the right and option to:

1. Accelerate Rent payments due or to become due at the adjusted rate applicable during the period which the default occurs,

2. Terminate this Lease, resume possession of the Demised Premises for its own account and recover immediately from Lessee the difference between the Rent for which provision is made in this Lease and fair rental value of the Demised Premises for the remainder of the Term, together with any other damage occasioned by or resulting from the abandonment or a breach or default other than a default in the payment of Rent;

3. Resume possession and re-let the Demised Premises for the remainder of the Term for the account of Lessee and recover from Lessee, at the end of the Term or at the time each payment of Rent becomes due under this Lease, as the Lessor may elect, the difference between the Rent and the rent actually received on the re-letting, together with all costs and expenses of Lessor in connection with such re-letting and the collection of rent and the cost of all repairs or renovations reasonably necessary in connection with the re-letting. If the foregoing option is exercised, then Lessor shall also be entitled to immediately recover from Lessee any other damages occasioned by or resulting from the abandonment or a breach or default other than a default in the payment of Rent. The remedies for which provision is made in this paragraph shall not be exclusive and in addition thereto Lessor may pursue such other remedies as are provided by law or in equity in the event of any breach, default or abandonment by Lessee.

Lessee, to the extent permitted under applicable law, hereby expressly waives any and all rights of redemption, if any, granted by or under any present or future law in the event Lessee shall be evicted or dispossessed for any cause, or in the event Lessor shall obtain possession of the Demised Premises by virtue of the provisions of this Lease, or otherwise.

Without limiting the generality of the Lessor's remedies, the Lessor shall have the right, but not the obligation, to advance sums to cure a default by the Lessee hereunder, which sums, together with interest thereon (as set forth below), shall be immediately due and payable as additional rent. Any and all sums due under this Lease from Lessee to Lessor and not paid on the due date shall bear interest from due date at the highest rate then allowable by law until fully paid, giving credit for applicable late charge paid.

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

7.02 WAIVER OF RIGHT TO JURY TRIAL

Lessee waives the right to trial by jury in any summary proceeding that may be instituted against it or any action that may be brought to recover Rent hereunder.

7.03 WAIVER OR ESTOPPEL

The failure of Lessor to insist, in any one or more instances, upon strict performance of any covenants or agreements of this Lease, or exercise any option of Lessor herein contained, shall not be construed as a waiver or relinquishment for the future enforcement of such covenant, agreement or option, but the same shall continue and remain in full force and effect.

7.04 HOLDING OVER

If the Lessee retains possession of the Demised Premises or any part thereof after the termination of the Term of any extension thereof, by lapse of time or otherwise, the Lessee shall pay the Lessor rent at double the then current rate, for the time the Lessee remains in possession. The provisions of this paragraph shall not be deemed to be a waiver of Lessor's rights of reentry or any other right hereunder. Any retention of the Demised Premises after the termination of this Lease or any extension thereof shall be considered as a "month-to-month" holdover unless otherwise agreed to in writing by both parties.

7.05 DEPOSITS AND ADVANCES

Paragraph 7.05 is intentionally stricken as no security deposit is required of Lessee.

ARTICLE VIII
APPLICABLE LAW AND NOTICES

8.01 APPLICABLE LAW

This Lease is for real estate located within the City of Fort Lauderdale in Broward County, Florida and shall be governed and construed in accordance with the applicable law of said state, and venue with respect to any litigation shall be Broward County, Florida.

8.02 NOTICES

All notices, demands, or other communications required or contemplated by this Lease shall be in writing and shall be delivered in person or by United States Certified Mail, Return Receipt Requested, postage prepaid, addressed to the party to whom such notice is directed at the addresses set forth in the first paragraph of this Lease or as otherwise advised in writing between the parties. By giving at least seven (7) days' prior written notice to the other party, either party may change its address for notice purposes hereunder.

8.03 ESTOPPEL CERTIFICATE

Lessor and Lessee each agree, as reasonably requested by the other party, to execute and deliver to the other, within ten (10) days of receipt of the request therefore, a statement certifying (i) that this Lease is unmodified and in full force and effect (or if there have been modifications, stating the modifications and that the Lease is in full force and effect as modified), (ii) certifying the dates to which the Rent has been paid, and (iii) stating whether or not, to the best knowledge of the signer, the other party is in breach in the performance of any of its obligations under this Lease, and if so, specifying each such breach of which the signer has knowledge, it being intended that any such statement delivered pursuant hereto may be relied upon by others with whom the party requesting such certificate may be dealing.

8.04 BINDING EFFECT

The conditions, covenants and agreements contained in this Lease shall bind and inure to the benefit of Lessor and Lessee and their respective heirs, distributees, successors and except as otherwise provided in this Lease, their assigns, or sublessees.

8.05 JOINT PREPARATION

This Agreement shall not be construed more strictly against either party by virtue of the preparation hereof because both have reviewed and discussed the Lease prior to its execution and Lessee has been advised to seek the advice of independent legal counsel with respect to this Lease.

8.06 EFFECT OF INVALIDITY OF ANY PROVISION

If any provision or provisions of this Lease should be held to be invalid or unenforceable by any court of competent jurisdiction, such ruling shall not affect the validity or enforceability of the remainder of this Lease and the Lease, except as so modified, shall remain in full force and effect.

8.07 ATTORNEY'S FEES

If there shall be any litigation arising out of this Lease, the prevailing party shall be entitled to recover all of its reasonable attorneys' and reasonable paralegals' fees and costs incurred up to and including all trial and appellate levels and all post-judgment proceedings. This provision shall survive the expiration or sooner termination of this Lease.

8.08 RADON DISCLOSURE

In accordance with the requirements of Florida Statutes, Section 404.056(8), the following notice is hereby given to Lessee:

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.

8.09 RECORDATION OF MEMORANDUM OF LEASE

A Memorandum of Lease, to be executed by both parties contemporaneous with the execution of this Lease, shall be recorded by Lessee, at Lessee's expense, in the Public Records of Broward County, Florida as soon as practicable after execution of the Lease.

8.10 TIME PERIODS

Time shall be of the essence as to all time periods set forth in this Agreement.

8.11 BROKER INDEMNIFICATION:

Each party hereto represents and warrants unto the other party hereto that the Brokerages involved in the lease are Roland Hodges and Sons, representing the Lessor and Berger Commercial, representing the Lessee. Said Brokerages shall be compensated by Lessor, per separate agreement, due as a result of the parties respective executions of this Lease. Each party shall be liable to the other for damages resulting from the breach of any representation or warranty as set forth in this paragraph. The provisions of this Paragraph shall survive the expiration or sooner termination of this Lease.

8.12 OFFER AND ACCEPTANCE

In order for this Lease to be binding upon both parties, it must be executed, first, by the Lessor. Upon execution by the Lessor, this Lease shall be deemed to be in an "offer" stage. Upon execution by the Lessee, the Lease will be presented to Lessee's City Commission for authorization for the proper City officials to counter-execute. Lessor may withdraw the offer of Lease any time prior to the City Commission authorizing execution of the Lease by the proper City officials. Upon the City Commission's authorization for execution of the Lease by the proper City officials, the "offer" of Lease shall be deemed "accepted" and the parties shall be bound by the terms thereof, subject to counter-execution by the property City officials.

8.13 ENTIRE AGREEMENT

Lessee agrees that Lessor, its employees and agents have not made any statement, promise or agreement, or taken upon itself any engagement whatsoever, verbally or in writing, in conflict with the terms of this Lease, or in which any way modifies, varies, alters, enlarges or invalidates any of its provisions. This Lease sets forth the entire understanding between Lessor and Lessee, and shall not be changed, modified, or amended except by an instrument in writing signed by the party against whom the enforcement of any such change, modification or amendment is sought. Whenever used the singular number shall include the plural and the singular and the use of any gender shall include all genders. The headings set forth in this Lease are for ease of reference only, and shall not be interpreted to modify or limit the provisions hereof.

8.14 RIGHT OF FIRST REFUSAL AS TO SUITE "B"

In the event Suite "B" should become available for Lease, the parties agree to negotiate in good faith each with the other in an attempt to expand this Lease to include Suite "B". To that end, Lessee shall have the right to "match" any other good faith offer by a third party to Lease Suite "B". Lessee shall have a period of seven (7) calendar days to elect to "match" the other good faith offer. In the event Lessee agrees to "match" such good faith offer within the period set forth above, Lessee shall thereafter seek authorization to execute such Lease from Lessee's City Commission on the next available agenda.

8.15 EXECUTION OF LEASE

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease to be executed as required by the law on the day and year first above written.

WITNESS AS TO LESSOR:

Signed and delivered in the presence of:

105 NE 3rd STREET, LLC,
a Florida limited liability company

Meredith Shuster

Print name MEREDITH SHUSTER

Robert B Dunckel

Print name ROBERT B DUNCKEL

By: Vernon Pierce
Vernon Pierce, Managing Member

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 18 day of MARCH, 2013, by Vernon Pierce, MANAGING MEMBER of 105 NE 3rd STREET, LLC, a Florida limited liability company. He is personally known to me or has produced _____ as identification and did not (did) take an oath.

(SEAL)

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

ROBERT B. DUNCKEL
MY COMMISSION # DD758371
EXPIRES: June 16, 2012
Fl. Notary Discount Assoc. Co.

Name of Notary Typed, Printed or Stamped

My Commission Expires:

Commission Number

WITNESS AS TO LESSEE:

Darlene Alli

Darlene Alli

[Witness type or print name]

Ana D. Peredo

Ana D. Peredo

[Witness type or print name]

(CORPORATE SEAL)

THE CITY OF FORT LAUDERDALE,
a municipal corporation

By _____
John P. "Jack" Seiler, Mayor

By _____
Lee R. Feldman, City Manager

ATTEST:

Jonda K. Joseph
Jonda K. Joseph, City Clerk

Approved as to form:

Assistant City Attorney

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 23rd day of March, 2013, by JOHN P. "JACK" SEILER, Mayor of the CITY OF FORT LAUDERDALE, a municipal corporation of Florida. He is personally known to me and did not take an oath.

(SEAL)

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

JEANETTE A. JOHNSON
Notary Public - State of Florida
My Comm. Expires Jan 31, 2015
Commission # EE 33367
Bonded Through National Notary Assn.

Jeanette A. Johnson
Name of Notary Typed, Printed or Stamped

My Commission Expires: 1/31/15

Commission Number EE 33367

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 22nd March, 2013, by LEE R. FELDMAN, City Manager of the CITY OF FORT LAUDERDALE, a municipal corporation of Florida. He is personally known to me and did not take an oath.

(SEAL)

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

DONNA M. SAMUDA
MY COMMISSION # EE 842025
EXPIRES: January 30, 2017
Bonded Thru Notary Public Underwriters

DONNA M. SAMUDA
Name of Notary Typed, Printed or Stamped

My Commission Expires: January 30, 2017

EE 842025
Commission Number

F:\rbdoffice\2013\HealthCenter\LEASE AGREEMENT (f.3.clean).docx

EXHIBIT "B"

PAGPA BUILDING RULES AND REGULATIONS

1. The sidewalks, entrances, passages, courts, vestibules, corridors or halls shall not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the Demised Premises.

2. No awnings or other projections shall be attached to the outside walls of the Building without the Lessor's prior written consent. No curtains, blinds, shades or screens shall be attached to or hung in, or used in connection with, any window or door of the Demised Premises, without the prior written consent of the Lessor. Such awnings, projections, curtains, blinds, shades, screens or other fixtures must be of a quality, type, design and color, and attached in the manner approved by the Lessor.

3. No sign, advertisement, notice of other lettering shall be exhibited, inscribed, painted or affixed on any part of the outside or inside of the Demised Premises or Building without the Lessor's prior written consent. In the event of the violation of the foregoing, Lessor may remove same without any liability, and may charge the expense incurred by such removal to the Lessee or Lessees violating this rule. Interior signs on doors and directory tablet shall be inscribed, painted or affixed for each Lessee by the Lessor at the Lessee's expense.

4. The windows and doors that reflect or admit light and air into the halls, passageways or other public places in the Building shall not be covered or obstructed by any Lessee, without Lessor's Authorization.

5. No show cases or other articles shall be put in front of or affixed to any part of the exterior of the Building, nor placed in the halls, corridors or vestibules without the prior written consent of the Lessor.

6. The toilets and urinals and other plumbing fixtures shall not be used for any purposes other than those for which they were constructed, and no sweepings, rubbish, rags, or other substances shall be thrown into them. All damages resulting from any misuse of the fixtures by Lessee or any of its servants, employees, agents, visitors or licensees shall be borne by the Lessee. Waste and excessive or unusual use of water shall not be allowed.

7. No Lessee shall mark, paint, drill into, or in any way deface any part of the Demised Premises or the Building of which they form a part. No boring, cutting or stringing of wires shall be permitted, except with the prior written consent of the Lessor, and as the Lessor may direct. The expense of any breakage, stoppage or damage resulting from a violation of this Rule shall be borne by the Lessee who has caused such breakage, stoppage or damage.

8. No bicycles, vehicles or animals of any kind shall be brought into or kept in or about the Demised Premises and no cooking shall be done or permitted by any Lessee on said Demised Premises. No Lessee shall cause or permit any unusual or objectionable odors to be produced upon or permeate from the Demised Premises. Bicycles and automobiles shall be parked properly in the designated parking areas of the Real Property.

9. No space in the Building shall be used for manufacturing, for the storage of merchandise, or for the sale of merchandise, goods or property of any kind.

10. No Lessee shall make, or permit to be made, any unseemly disturbing noises or disturb or interfere with occupants of this or neighboring buildings or premises or those having business with them. No loud speakers, televisions, phonographs, radios, tape players or other devices shall be used in a manner so as to be heard or seen outside the Demised Premises. No Lessee shall throw anything out of the doors, windows or skylights or down the passageways.

11. No Lessee, nor any of Lessee's servants, employees, agents, visitors or licensees, shall at any time bring or keep upon the Demised Premises any flammable, combustible or explosive fluid, chemical or substance.

12. No additional locks or bolts of any kind shall be placed upon any of the doors or windows, nor shall any changes be made in existing locks or the mechanism thereof. Each Lessee must, upon the termination of this Lease, return to the Lessor all keys of stores, offices and toilet rooms, either furnished to, or otherwise procured by such Lessee, and in the event of the loss of any keys as furnished, the Lessee shall pay to the Lessor the cost thereof. Neither Lessees, nor their agents or employees shall have any duplicate keys made.

13. All freight must be moved into, within and out of the Building under the Lessor's supervision and according to such regulations as may be established by Lessor, but Lessor will not be responsible for loss of or damage to such freight from any cause (office furniture is not freight).

14. When electrical wiring of any kind is introduced it must be connected as directed by the Lessor and no boring or cutting for wires will be allowed except with the Lessor's consent. The location of telephones, telegraph instruments, electric appliances, call boxes, etc., shall be approved by the Lessor. No apparatus of any kind shall be connected with the electric wiring without the written consent of the Lessor. The Lessees agree not to use *or* connect with the electric wires any more lights than are provided for in each room, or any electric lamp of higher candlepower than provided, or any fan, motor or other apparatus with the Lessor's written consent. Lessee shall not install, operate or maintain in the Demised Premises any electrical equipment which would overload the electrical system or any part thereof beyond its capacity for proper and safe operation as reasonably determined by Lessor. The Lessees agree not to connect with the water pipes any apparatus using water, without the written consent of the Lessor.

15. Lessor shall prescribe the weight, size and position of all safes and other heavy property brought into the Building, and also the times of moving the same in and out of the Building; and all such moving must be done under the Lessor's supervision. The Lessor will not be responsible for any loss of or damage to any such safe or property from any cause; but all damage done to the Building by moving or maintaining such safe or property shall be repaired at the expense of Lessee. All safes shall stand on timbers of such size as shall be designated

by Lessor.

16. Lessor shall have the right to prohibit any advertising by any Lessee which, in Lessor's opinion, tends to impair the reputation of the Building or its desirability as a Building for offices, and upon written notice from Lessor, Lessee shall refrain from or discontinue such advertising.

17. Lessees shall not employ any janitor other than as may be approved by Lessor for the purpose of cleaning in the Demised Premises. All garbage and refuse shall be kept in the kind of container reasonably acceptable to Lessor. Lessee shall be fully responsible for trash and garbage removal from the Demised Premises, and agrees to keep the Demised Premises free of, all trash, garbage and litter. Lessee shall keep and maintain the interior and exterior portions of the Demised Premises in a neat and clean condition.

18. The premises shall not be used for lodging or sleeping or for any immoral or illegal purpose.

19. Canvassing, soliciting and peddling in the Building or surrounding area is prohibited and each Lessee shall cooperate to prevent the same.

20. The Lessor may waive or modify any one or more of these rules for the benefit of any particular Lessee of said Building, but no such waiver by the Lessor of any such rules shall be construed as a waiver or modification of such rule in favor of any other Lessee or Lessees of said Building, nor prevent the Lessor from thereafter enforcing any such rule against any or all of the Lessees of said Building.

21. Lessor reserves the right to make such other and further rules and regulations as in its judgment may from time to time be necessary for the safety and cleanliness of, and *for* the preservation of good order in the Building, mail and parking lot area. If a segment of the parking lot is designated for use by Lessee and its employees. Lessee will cooperate with Lessor in having its employees only park therein.

EXHIBIT C

LEASEHOLD IMPROVEMENTS
BY
LESSOR

LESSEE FINISH-WORK: LESSOR BUILDS TO PLANS

1. **Acceptance of Premises**. Except as set forth in this Exhibit, Lessee accepts the Premises in their "**AS-IS**" condition on the date that this Lease is entered into.

2. **Space Plans**. On or before the execution of this Lease, Lessor has delivered to Lessee a space plan depicting improvements to be installed in the Premises, which plans were prepared by **Vernon J. Pierce, A.I.A.** and dated March 18, 2013 (the "**Space Plans**"), initialed copies of which are each in the possession of Lessor and Lessee.

3. **Working Drawings**.

(a) **Preparation and Delivery**. On or before the date which is 5 business days following the date on which this Lease is fully executed by both Lessor and Lessee, Lessor shall cause to be prepared final working drawings of all improvements to be installed in the Premises and deliver the same to Lessee for its review and approval (which approval shall not be unreasonably withheld, delayed or conditioned). Such working drawings shall be prepared by Lessor at Lessor's cost and expense. The working drawings shall be provided to Lessee by Lessor at Lessor's expense, with the exception of engineering costs.

(b) **Approval Process**. Lessee shall notify Lessor whether it approves of the submitted working drawings within five (5) business days after Lessor's submission thereof. If Lessee disapproves of such working drawings, then Lessee shall notify Lessor thereof specifying in reasonable detail the reasons for such disapproval, in which case Lessor shall, within three business days after such notice, revise such working drawings in accordance with Lessee's objections and submit the revised working drawings to Lessee for its review and approval. Lessee shall notify Lessor in writing whether it approves of the resubmitted working drawings within one business day after its receipt thereof. This process shall be repeated until the working drawings have been finally approved by Lessor and Lessee. If Lessee fails to notify Lessor that it disapproves of the initial working drawings within five (5) business days (or, in the case of resubmitted working drawings, within two business days) after the submission thereof, then Lessee shall be deemed to have approved the working drawings in question. Any delay caused by Lessee's unreasonable withholding of its consent or delay in giving its written approval as to such working drawings shall constitute a Lessee Delay Day (defined below). If the working drawings are not fully approved (or deemed approved) by both Lessor and Lessee by the twelfth (12) business day after the delivery of the initial draft thereof to Lessee, then each day after such time period that such working drawings are not fully approved (or deemed approved) by both Lessor and Lessee shall constitute a Lessee Delay Day.

(c) **Lessor's Approval; Performance of Work**. If any of Lessee's proposed construction work will affect the Building's Structure or the Building's Systems, then the working drawings pertaining thereto must be approved by the Building's engineer of record. Lessor's approval of such working drawings shall not be unreasonably withheld, provided that (1) they comply with all Laws, (2) the exterior appearance of the Building, or the appearance of the Building's common areas (3) such working drawings are sufficiently detailed to allow construction

of the improvements in a good and workmanlike manner, and (4) the improvements depicted thereon conform to the rules and regulations promulgated from time to time by Lessor for the construction of Lessee improvements (a copy of which has been delivered to Lessee). As used herein, "**Working Drawings**" shall mean the final working drawings prepared by the Lessor and approved by Lessor, as amended from time to time by any approved changes thereto, and "**Work**" shall mean all improvements to be constructed by Lessor in accordance with and as indicated on the Working Drawings. Lessee shall, at Lessor's request, sign the Working Drawings to evidence its review and approval thereof. After the Working Drawings have been approved, Lessor shall cause the Work to be performed in substantial accordance with the Working Drawings, using contractors and subcontractors selected by Lessor.

4. **Change Orders**. Lessee may initiate changes in the Work. Each such change must receive the prior written approval of Lessor, such approval not to be unreasonably withheld or delayed; however, (a) if such requested change would adversely affect (in the reasonable discretion of Lessor) (1) the Building's Structure or the Building's Systems (including the Building's restrooms or mechanical rooms), (2) the exterior appearance of the Building, or (3) the appearance of the Building's common areas or elevator lobby areas, or (b) if any such requested change might delay the Commencement Date, Lessor may withhold its consent in its sole and absolute discretion. Lessor shall, upon completion of the Work, furnish Lessee with an accurate architectural "as-built" plan of the Work as constructed, which plan shall be incorporated into this Exhibit "C" by this reference for all purposes.

5. **Definitions**. As used herein, a "**Lessee Delay Day**" shall mean each day of delay in the performance of the Work that occurs (a) because of Lessee's failure to timely deliver or approve any required documentation such as the Space Plans or Working Drawings, (b) because of any change by Lessee to the Space Plans or Working Drawings, (c) because of any specification by Lessee of materials or installations in addition to other than those specified in the working drawings or (d) because a Lessee Party otherwise delays completion of the Work. As used herein, "**Substantial Completion**," "**Substantially Completed**" and any derivations thereof mean the Work in the Demised Premises is substantially completed (as reasonably determined by Lessor) in substantial accordance with the Working Drawings, such that the Demised Premises may be occupied or utilized for the purpose intended, subject to only minor Punch List items which can be corrected or completed without any material interference with the Lessee's intended use of the Demised Premises remain to be corrected or completed. Issuance of all Certificates of Occupancy and Certificates of Completion for Work by the Building Official shall conclusively establish Substantial Completion.

6. **Walk-Through; Punch List**. When Lessor considers the Work in the Premises to be Substantially Completed, Lessor will notify Lessee and within three business days thereafter, Lessor's representative and Lessee's representative shall conduct a walk-through of the Premises and identify any necessary touch-up work, repairs and minor completion items that are necessary for final completion of the Work. Neither Lessor's representative nor Lessee's representative shall unreasonably withhold agreement on Punch List items. Lessor shall use reasonable efforts to cause the contractor performing the Work to complete all Punch List items within 15 days after agreement thereon; however, Lessor shall not be obligated to engage overtime labor in order to complete such items.

7. **Costs**. Lessor shall bear the cost and expense of the preparation of the working drawings, other than engineering costs. Lessee shall bear the entire cost of performing the Work depicted on the Space Plans and working drawings prepared by Lessor for the total sum of

$85,000.00. Lessee shall bear the entire costs incurred by Lessor in performing the Work because of any event specified in clause 5 (a), 5 (b), 5 (c), or 5 (d) of this Exhibit.

(a) Lessee shall pay to Lessor the sum of $15,000.00 within ten (10) days of execution of the Lease as a construction mobilization deposit for the advance procurement of construction materials and engineering costs.

(b) Thirty days thereafter, Lessee shall pay to Lessor a second installment of $25,000.00 toward the cost of performing the Work depicted on the Space Plans and working drawings.

(c) Thirty days after payment of the second installment under subparagraph (b) above, Lessee shall pay to Lessor a third installment of $25,000.00 toward the cost of performing the Work depicted on the Space Plans and working drawings.

(d) Upon Substantial Completion of the Work depicted on the Space Plans, working drawings and Change Orders, if any, Lessee shall pay to Lessor the balance (approximately $20,000.00 ±) of the cost of performing the Work depicted on the Space Plans and working drawings, less a retainage of $8,500.00 which shall be paid upon satisfaction of all items on the Punch List.

(e) Lessee shall pay to Lessor an amount equal to 25% of the estimated additional costs of any change to the Space Plans or working drawings at the time of such change. Lessee shall pay to Lessor the remaining portion of such additional costs incurred in performing the Work in accordance with the terms of subparagraph (d) above.

(f) Any additional costs incurred in performing the Work because of an event specified in Paragraphs 5 (a), 5 (b), 5 (c) or 5 (d) of this Exhibit or necessitated by increased costs as a result of Change Orders shall be paid in accordance with the terms of subparagraph (d) above.

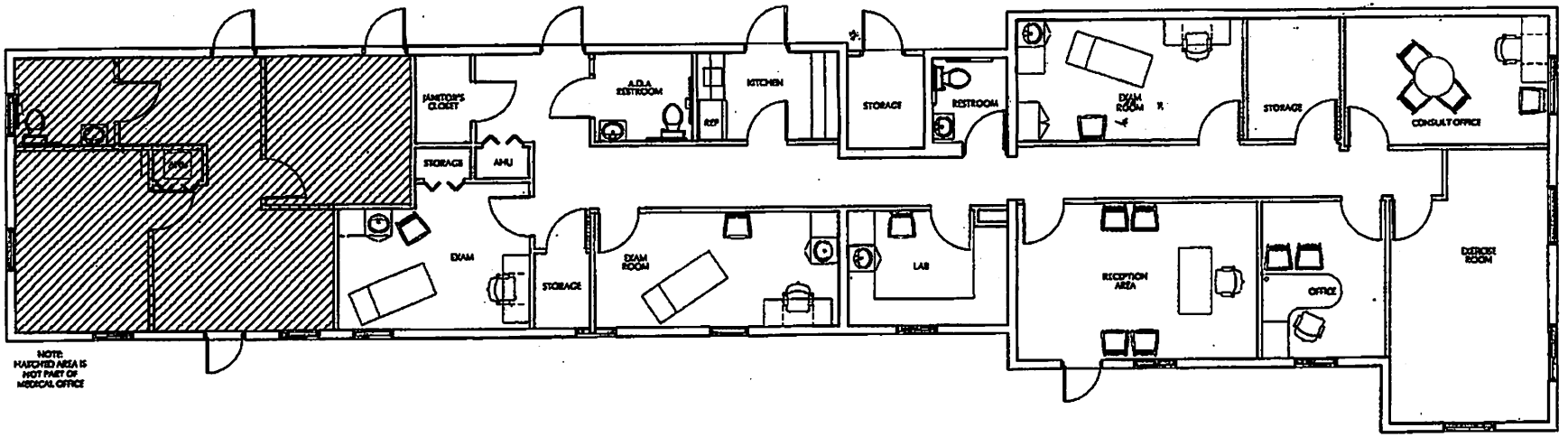
8. **Construction Representatives**. Lessor's and Lessee's representatives for coordination of construction and approval of change orders will be as follows, provided that either party may change its representative upon written notice to the other:

Lessor's Representative:

Vernon J. Pierce, A.I.A.
105 N.E. 3rd Street
Suite "A"
Fort Lauderdale, FL 33301
Telephone: (954) 240-8128
FAX: _____
e-mail address:vpiercepagpa@me.com

Lessee's Representative:

Charles Schweickert
City of Fort Lauderdale Public Works / Engineering Division
100 North Andrews Avenue
Fort Lauderdale, FL 33301
Telephone: (954) 828-5938
FAX: (954) 828-5074
e-mail: CSchweickert@fortlauderdale.gov



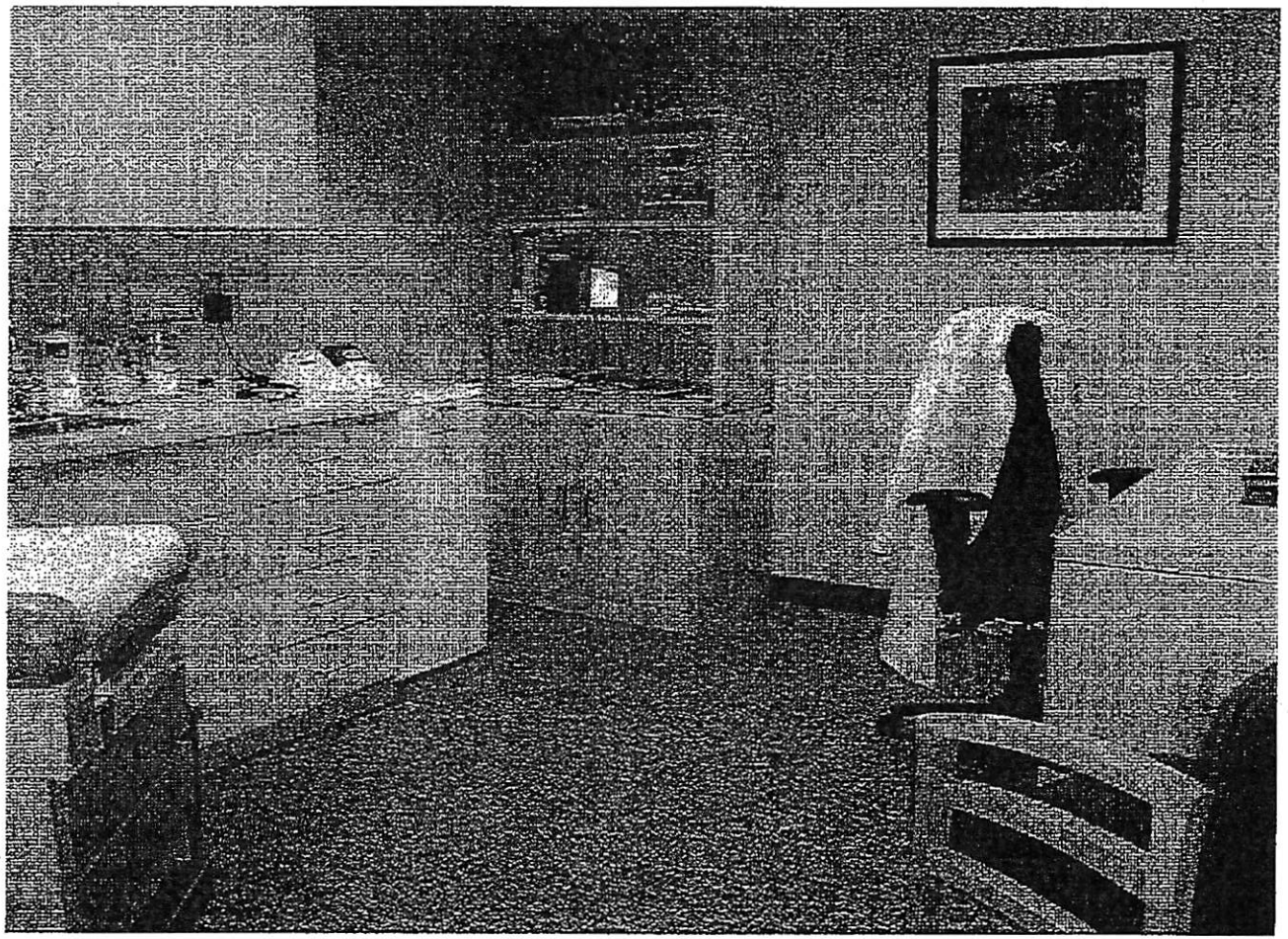
APPROVED CITY CLINIC PLAN 3/18/2013

SEE ALSO ATTACHED SPEC SHEETS

UP CB

CITY CLINIC SPEC SHEETS
SEE ALSO PLAN 3/18/2013

Exam Room Example



VP CG

Marathon Health
For life.

Standard Room by Room Specifications

Medical equipment is provided by Marathon Health and is noted in the Marathon Health Supplied column.
Furniture is generally supplied by the customer unless otherwise contracted. The Furniture requirements to be supplied by the furniture supplier are minimum requirements.

Exam Rooms:

Sizing and Infrastructure Requirements	***Marathon Health Supplied Furniture and IT***	***Furniture Requirements (to be supplied by furniture supplier)***
❖ Square Footage: 10 x 12 (minimum) (120 sq ft) ❖ Plumbing for water/sink is required in each exam room ❖ Exam rooms must be in proximity to the lab. ❖ Access/proximity to bathroom; ideally bathroom is next door to exam room. (If there no lab is space is available, a pass through window for specimens to be passed through to the exam room is optimal). ❖ Power requirements: o 1- Quad 110 power over the sink o 1- Dual 110 power near where the exam table will be placed o 1- Quad 110 power on wall where clinician's desk will be place ❖ Phone/Data requirements: o 2 Data drops by desk o 2 Phone drops near desk ❖ If there is a window in the exam room, window dressings are required for privacy	❖ 1 Exam table (must fit in a location that does not face the opening of the exam room door). Standard exam table is 27" wide by 32" high by 72" long. ❖ 1 Stool for Provider (in each exam room). Computer requirements *Varies, by health center. Computer equipment is supplied by Marathon Health*	❖ A minimum of 48" wide wall-mounted cabinet above the sink (proper wall support needed to support mounted cabinet) and 48" wide base cabinet under the countertop. Cabinets with the ability to lock preferred. ❖ A minimum of 24"x48" countertop space (high pressure laminate surface). ❖ A desk (30"x48" minimum with at least one file drawer) and chair for the provider ❖ A chair for the patient (or phlebotomy chair if there is no lab. *Marathon Health supplied the phlebotomy chair if needed.*) ❖ Sink (standard 18"-20" wide drop-in sink in the countertop) with a paper towel and soap dispenser. *Client contractor cuts hole for the sink in the countertop and installs the sink in the countertop.*

Sizing and Infrastructure Requirements	Marathon Health Supplied Furniture and IT	Furniture Requirements (to be supplied by furniture supplier)
❖ Door(s) to exam rooms ideally do not have windows. If so, there must be a way to close off the window completely for patient privacy ❖ Recommend no carpeting; Vinyl Covering Tile (VCT) recommended.		

Bathrooms:

Sizing and Infrastructure Requirements	Marathon Health Supplied Furniture and IT	Furniture Requirements (to be supplied by furniture supplier)
❖ Must meet all ADA requirements ❖ Square Footage: 7 x 11 (mimimum) (77 sq ft) ❖ Power requirements: 1 - Dual 110 power ❖ Drug and DOT testing requirements: o Ability to turn off water supply to toilet and sink o No fixed soap dispensers o No automatic flushing on toilets ❖ Not required but ideal: either a pull cord/call button/bell for those needing assistance ❖ Passthrough window to lab or exam room depending on clinic space and layout (see notes in Exam Room and Lab sections). ❖ Recommend no carpeting; Vinyl Covering Tile (VCT) recommended.	❖ Free standing or Wall mounted cabinet for storing sample cups and wipes. Something that has warmer appeal than a standard medical cabinet. *Clinician to select (Target, Pier One, HomeGoods, etc.) as part of decorating budget.*	❖ Minimum of 24"x36" countertop space (high pressure laminate surface). ❖ Sink (standard 18"-20" wide drop-in sink in the countertop) with paper towel and soap dispenser (not fixed to the wall – should be removable)

VP CS

Reception Area:

Sizing and Infrastructure Requirements	***Marathon Health Supplied Furniture and IT***	***Furniture Requirements (to be supplied by furniture supplier)***
❖ Minimum of 120 square feet ❖ Power requirements: o 1- Quad 110 Power (by reception desk) o 1- Quad 110 Power (for Kiosk area) ❖ Phone/Data requirements: o 2 Data drops by desk o 2 Data drops by Kiosk o 2 Phone drops near desk	❖ Wall mallets hung for health pamphlets *To be supplied by Marathon Health* Computer requirements *To be supplied by Marathon Health* ❖ Kiosk with privacy block for patients to complete HRAs ❖ Desktop and printer for MOA.	❖ Reception/Medical Assistant Desk should face the patients coming into the clinic. Desk must be positioned in a way staff's computer screen will not be viewable to the visitors. ❖ Space should allow for the recommended two chairs and a small table placed in between as well as reception desk and book shelf

Consult/Meeting/Conference Room/Lunch Room Space:

Sizing and Infrastructure Requirements	***Marathon Health Supplied Furniture and IT***	***Furniture Requirements (to be supplied by furniture supplier)***
❖ Square Footage TBD depending on entire space available ❖ Power requirements: o 2- Quad 110 power on multiple walls ❖ Phone/Data requirements: o 2 Data drops by desk o 2 Phone drops near desk ❖ Carpet is fine in this space	❖ One small refrigerator for food.	❖ Table, chairs, cabinets, bookshelves TBD based on planned use.

VP 69

Lab:

Sizing and Infrastructure Requirements	***Marathon Health Supplied Furniture and IT***	***Furniture Requirements (to be supplied by furniture supplier)***
❖ Square Footage: 10 x 10 (optimal) (100 sq. ft) ❖ Power requirements: o 1-2- Quad 110 Power over the counter space (depending on the size of the health center) ❖ Phone/Data requirements: o 2 Data drops by desk o 2 Phone drops near desk ❖ Area needs to be accessible/proximity to Exam Rooms and Reception ❖ Access/proximity to bathroom; ideally bathroom is next door to lab (if lab space is provided). If a lab space is available, a pass through window for specimens to be passed through to the lab is optimal. ❖ Recommend no carpeting; Vinyl Covering Tile (VCT) recommended.	❖ Rolling supplies cart with drawers. ❖ Phlebotomy chair. ❖ One small medical refrigerator (without a freezer in the refrigerator space). Minimum size 1.67 cu. ft. Recommended size 4.1 cu. ft.	❖ Under countertop, recommend 10' of cabinets on both sides with drawers above, at least some of which need to be lockable ❖ A minimum of 48"x96" countertop space (high pressure laminate surface). Allows space for lab work and centrifuge plus under-cabinet sink. ❖ Under counter space opening, at least 32" high, for under counter refrigerator. ❖ Sink (standard 18"-20" wide in the countertop) with a paper towel and soap dispenser. *Client contractor cuts hole for the sink in the countertop and installs the sink in the countertop.*

Storage space:

Sizing and Infrastructure Requirements	***Marathon Health Supplied Furniture and IT***	***Furniture Requirements (to be supplied by furniture supplier)***
❖ Typically a storage space is where we house our firewall & patch panel; the requirements for this is: o 16" x 24" shelf for firewall/switch o Power requirements: 1 – Quad 110 power	❖ N/A	❖ Sizing of supply cabinets depends on the space provided. ❖ If medications are stored in this space, double locked cabinets are required by some states and as such recommended as a standard.

VP

Common area/Entrance (outside the health center):

Sizing and Infrastructure Requirements	***Marathon Health Supplied Furniture and IT***	***Furniture Requirements (to be supplied by furniture supplier)***
❖ Secure/exclusive access for MH staff and client janitorial staff ❖ Proper lighting for access after hours ❖ Entrance to common area (i.e. vestibule) should be accessible by our lab for lab pick up; recommended access via key pad entry with lockable doors to any/all other areas within the building.	❖ N/A	❖ N/A

Classroom/Training space:

Sizing and Infrastructure Requirements	***Marathon Health Supplied Furniture and IT***	***Furniture Requirements (to be supplied by furniture supplier)***
❖ Power requirements: o 1- Quad 110 Power at front of classroom o 2 – Dual 110 Power on each of other way or according to standard (i.e. every 3 feet) ❖ Data requirements: o 2 Data drops	❖ Wall mallets for brochures.	❖ Table, chairs, cabinets, shelving

P2L 1/11/19

RUSH

COMMISSION AGENDA ITEM DOCUMENT ROUTING FORM

Today's Date: 1/8/19

DOCUMENT TITLE: (1) Second Lease Amendment – Third Street Development, LLC (2) Subordination, Non-Disturbance and Attornment Agreement

COMM. MTG. DATE: 11/20/18 **CAM #:** 18-1243 **ITEM #:** CM-3 **CAM attached:** ☒YES ☐NO

Routing Origin: CAO **Router Name/Ext:** Shaniece Louis / Ext. 5036

CIP FUNDED: ☐ YES ☐ NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least $50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, or real.

---

2) City Attorney's Office # of originals attached: 2 Approved as to Form: ☒YES ☐NO

Date to CCO: 1/8/19 RBD
Initials

---

3) City Clerk's Office: # of originals: 1 **Routed to:** Kerry Arthur/CMO/X5013 **Date:** 1/8/19

---

4) City Manager's Office: CMO LOG #: Scm-33 Date received from CCO: 1/8/19

Assigned to: CHRIS LAGERBLOOM ☒ LINDA LOGAN-SHORT ☐ RHODA MAE KERR ☐
CHRIS LAGERBLOOM as CRA Executive Director ☐

☐ APPROVED FOR C. LAGERBLOOM'S SIGNATURE ☐ N/A FOR C. LAGERBLOOM TO SIGN

PER ACM: **L.L-SHORT** _____ (Initial/Date) **R. KERR** _____ (Initial/Date)
☐ **PENDING APPROVAL** *(See comments below)*
Comments/Questions:

Forward 2 originals to ☒ Mayor ☐ CCO **Date:** 1/8/19

---

5) Mayor/CRA Chairman: Please sign as indicated. Forward ___ originals to CCO for attestation/City seal (as applicable) **Date:** _____

INSTRUCTIONS TO CLERK'S OFFICE

City Clerk: Retains 0 original and forwards 2 original(s) to: Shaniece Louis / CAO / Ext. 5036 ***(Name/Dept/Ext)***

Attach ___ certified Reso # ____ ☐YES ☐NO **Original Route form to CAO**

*****PLEASE EMAIL AN EXECUTED COPY TO SHANIECE LOUIS ******

Rev. 6/10/16