LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease"), is made and entered into this 14 day of June, 2019, by and between:

CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida, 100 North Andrews Avenue, Fort Lauderdale, FL 33301 (hereinafter "LESSOR" or "CITY"),

and

WAR MEMORIAL BENEFIT CORPORATION, a Social Purpose Corporation organized under the laws of the State of Florida, whose principal address is One Panther Parkway, Sunrise, FL 33323 (hereinafter "LESSEE").

W I T N E S S E T H:

WHEREAS, the CITY is the owner of the Leased Premises (as described below) and LESSOR intends to grant a leasehold interest in its fee simple interest in the Leased Premises; and

WHEREAS, the LESSEE is a Social Purpose Corporation organized under the laws of the State of Florida; and

WHEREAS, CITY finds that LESSEE's activities under this Lease as set forth herein serve a significant public purpose and provide a significant public benefit and CITY wishes to encourage and assist same; and

WHEREAS, simultaneous herewith, the CITY and LESSEE shall enter into a Grant Agreement dated June 14, 2019, pursuant to which the LESSOR shall grant to LESSEE a sum equal to Eight Hundred Thousand Dollars ($800,000), which proceeds shall be used to make substantial improvements described in the Grant Agreement to the buildings located on the Leased Premises, a copy of which is attached hereto as Exhibit A (the "Grant Agreement");

WHEREAS, pursuant to Section 8.13 of City Charter of the City of Fort Lauderdale, City Commission adopted Resolution No. 19-85 on April 16, 2019 approving the Grant Agreement and the lease of the Leased Premises for a term of fifty (50) years to the LESSEE and authorizing execution of the Lease and the Grant Agreement by the Mayor and City Manager, a copy of which resolution is attached hereto as Exhibit B; and

NOW THEREFORE, in consideration of the mutual covenants exchanged herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the LESSOR and LESSEE agree as follows:

ARTICLE 1.

LEASE OF LEASED PREMISES

1.1 Lease. On the terms and conditions set forth in this Lease, and in consideration of the LESSEE's periodic payment of rents and performance of all other obligations and terms of this Lease, as of the Effective Date (hereinafter defined) the LESSOR hereby leases to LESSEE and LESSEE hereby leases from LESSOR and LESSOR grants LESSEE a possessory interest in and to the Leased Premises described below for the Term of the Lease.

1.2 Leased Premises. A Sketch and Description of the Leased Premises that LESSOR leases to LESSEE and LESSEE rents from LESSOR is attached hereto as Exhibit C.

Whenever used herein, the term "Leased Premises" shall include the real estate described above and all attachments and improvements and appurtenances thereto now existing or hereafter constructed pursuant to the Grant Agreement or otherwise and shall include the phrase "or any portion thereon,"

The Lease shall include the exclusive use of the parking on the Leased Premises, and, subject to Section 4.12 concerning a parking plan, a non-exclusive license for employees, agents and visitors to use public parking in Holiday Park.

LESSEE hereby leases the Leased Premises from LESSOR subject to, and LESSEE hereby agrees to comply with: (i) all applicable building codes, zoning regulations, and municipal, county, state and federal laws, ordinances and regulations governing or regulating the Leased Premises or its use by LESSEE; (ii) all covenants, easements and restrictions of record pertaining to the Leased Premises; and (iii) the terms, conditions and restrictions contained within this Lease.

The term "Auditorium Building" shall mean the existing building (as may be improved pursuant to this Agreement) comprised of the existing structure, but the term Auditorium Building shall not include the new addition for ice rinks and training facility. The improvements, including the Auditorium Building and the addition, shall be hereafter referred to as the "Facility."

1.3 Limitations on Grant of Leasehold Interest. It is expressly found by the LESSOR's City Commission that this Lease furthers and serves a significant public purpose and provides a significant public benefit. Except to the extent modified by the terms of this Lease, the grant of a Leasehold interest by LESSOR to LESSEE upon the Leased Premises is subject to the following:

1.3.1 Each condition, restriction and limitation recorded against the Leased Premises as of the Effective Date of this Lease; and

1.3.2 Existing or future land planning, land use or zoning laws, building codes, ordinances, statutes or regulations of any governmental entity or agency for the United States of America, State of Florida, Broward County or City of Fort Lauderdale, or any other

governmental agency having jurisdiction over the Leased Premises and with legal authority to impose such restrictions; and

1.3.3 Each question of title and survey that may arise in the future as to the Leased Premises, but LESSEE acknowledges that it has had the opportunity to examine the boundary lines and the LESSOR's present title to the Leased Premises, and that it is satisfied with respect to the accuracy and sufficiency of both; and

1.3.4 LESSEE's satisfactory performance of all of the terms and conditions contained in this Lease; and

1.3.5 Underground and overhead utilities facilities, including, but not limited to, water, wastewater, stormwater and electrical lines, telephone and telecommunications facilities lines and septic tank, if any.

1.3.6 LESSEE's satisfaction with the results of its Due Diligence Investigation of the Leased Premises during the Due Diligence Investigation Period.

1.3.7 The Director of the Department of Sustainable Development and/or the City Commission shall have approved the proposed construction contained in the Plan and Specifications pursuant to Section 4.3 and 4.4, through and consistent with the applicable criteria and procedures set forth in the City's Unified Land Development Regulations

1.4 Quiet Enjoyment. Except as otherwise expressly set forth herein, LESSOR represents and warrants that it has full right and authority to enter into this Lease and that LESSEE, while paying the Rent and performing its other covenants and agreements herein set forth, shall peaceably and quietly have, hold and enjoy the Leased Premises for the term hereof without hindrance or molestation from LESSOR subject to the terms and provisions of this Lease

1.5 Contract Administrator. The Contract Administrator for LESSOR under this Lease shall be the City Manager, or his designee. The Contract Administrator for LESSEE under this Lease shall be LESSEE's President and CEO. In the administration of this Lease, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the respective Contract Administrator.

ARTICLE 2.

TERM OF LEASE

2.1 Term. The Term of this Lease commences on the "Effective Date" and runs for a period of **fifty (50) years**, unless the parties terminate the Lease earlier. In the event that, pursuant to Section 1.3.2, any governmental authority having jurisdiction and legal authority imposes a restriction that materially limits or terminates a Permissible Use hereunder (as such term is defined in Section 4.13) (a "Termination of Use"), then LESSEE shall have the right to terminate this Lease upon thirty (30) days advance written notice to LESSOR. In the event of the occurrence of a Termination of Use, LESSOR will reasonably consider and may consent to a substitute Permissible Use that is consistent with the purposes of a social purpose corporation under Florida law and consistent with City Charter Sec. 8.13.**Effective Date.** This Lease shall be

effective upon its execution by the City (the "Effective Date"), but shall be subject to the following conditions:

2.1.1 **Conditions.**

(a) The Lease shall be fully executed by LESSEE on or before July 1, 2019.

(b) During the Due Diligence Investigation Period (as defined in Section 4.8(a)), LESSEE, at LESSEE's expense, shall secure a Phase I Environmental Site Assessment for the Leased Premises which such Assessment shall be acceptable to LESSEE in its sole discretion and not include recommendations to proceed to a Phase II Environmental Site Assessment for the Leased Premises; and

(c) Failure of LESSEE to obtain the Phase I Environmental Assessment within the 60-day period shall cause this Lease to be void ab initio unless said time is extended in writing by the City Manager.

(d) LESSEE shall be satisfied with the results of its Due Diligence Investigation of the conditions and regulatory compliance of the Leased Premises conducted in compliance with Section 4.8.

(e) During the Term, LESSEE shall continue to maintain its status as a social purpose corporation in good standing under the laws of the State of Florida.

2.2 Recordation 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 on or about the Effective Date of this Lease.

2.3 Name to Remain. Except as provided in Section 4.10 and Section 12.30, the name of the facility on the Leased Premises shall remain or the name shall contain the words "WAR MEMORIAL" for the entire term of this Lease unless both LESSOR and LESSEE agree to a change in writing. In connection with the marketing of the Facility, such marketing shall contain, at a minimum, the words "War Memorial." However, upon the approval of a building naming rights sponsor pursuant to Section 12.30, the Facility name will include a sponsor name, designation, identifying marks or logo, in addition to the name "War Memorial" The LESSOR acknowledges that, except as provided above, the Facility will be identified by inclusion of such naming rights sponsor's name, designation, identifying marks or logo (ex. "[sponsor] War Memorial" or similar designation) at other locations outside and inside of the Facility and on signage on the Leased Premises.

2.4 LESSEE's Right to Terminate Lease. In the event that any of the conditions set forth in Subsections 1.3.6 and 1.3.7 are not met or achieved within the applicable time periods described herein, then LESSEE shall have the absolute right to terminate this Lease upon delivery or written notice to LESSOR without liability of any kind.

ARTICLE 3.

RENT AND ADDITIONAL PAYMENTS

3.1 Amount and Payment of Rent. As rent for the Leased Premises, LESSEE shall pay to LESSOR the annual rent of One Dollar and No/100 Dollars ($1.00) commencing with the Effective Date of this Lease and continuing each and every successive annual anniversary date thereafter through the balance of the Lease Term. Rent shall be payable to **City of Fort Lauderdale** and delivered to City of Fort Lauderdale, Finance Department, 100 North Andrews Avenue, Fort Lauderdale, FL 33301, Attn: Finance Director.

3.2 Sales Tax. To the extent required by law and unless exempt by law, LESSEE shall pay to LESSOR the equivalent of seven percent (7%) of all amounts paid as Rent hereunder, which sum is to be paid to the State of Florida by the LESSOR in respect of sales or use taxes. Should such tax rate change under the Florida Sales Tax Statute or other applicable statutes, LESSEE shall pay LESSOR the amounts reflective of such changes. To the extent applicable, LESSEE shall pay LESSOR in conjunction with all sums due hereunder, any and all applicable sales, use or other similar tax and any interest or penalties assessed therein ("Sales Tax") simultaneously with such payment.

3.3 Taxes, Fees, Special Assessments, etc. Except as otherwise provided in this Lease, beginning on the Effective Date, all costs, expenses, sales or use taxes, or taxes of any nature or kind, special assessments, connection fees, and any other charges, fees or like impositions incurred or imposed against the Leased Premises, to the extent applicable, or any use thereof, including revenue derived therefrom, and any costs, expenses, fees, taxes or assessments in or upon the real property or improvements constructed thereon shall be made and paid by LESSEE in accordance with the provisions of this Lease, it being the intent of the parties that, except as may be specifically provided for herein, LESSEE is responsible for paying all the expenses and obligations that relate to the Leased Premises or any improvements thereon and that arise or become due during the Term of this Lease. LESSEE shall not be required to pay any Targeted Taxes. For purposes of this Lease Agreement, "Targeted Taxes" shall mean any Tax created, levied, assessed, confirmed, adjudged, charged or imposed on or against (A) the activities conducted at the Leased Premises by LESSEE, or any of its affiliates or invitees, or any income, revenues, profits or other consideration generated therefrom (unless the Tax applies to substantially all other businesses or persons in the jurisdiction of the applicable governmental entity or income, revenues, profits or other consideration therefrom); (B) the gross receipts or income of the direct or indirect owners of LESSEE (unless the Tax is one of general application levied against or imposed on the gross receipts or income of all people, enterprises or owners of enterprises, as the case may be, within the jurisdiction of the applicable governmental entity; (C) any capital gain on or appreciation in the investment in the Leased Premises (unless the Tax is one of general application); or (D) the sale of any asset or ownership interest in the LESSEE or any of its affiliates (unless the Tax is one of general application). The term "Tax" shall mean any general or special, ordinary of extraordinary, tax imposition, assessment, levy, usage fee, excise or similar charge (including any ad valorem or other property taxes), however measured, regardless of the manner of imposition or beneficiary, that is imposed by a governmental entity.

3.4 Additional Rent Payments. In addition to the annual rent due under Section 3.1 and sums due under Sections 3.2 and 3.3 hereof, all other payments that LESSEE is obligated to make under this lease shall be considered "**Additional Rent**" regardless of whether the payments are so designated. Except as provided in Paragraph 3.7 hereof, "LESSEE's Challenge of Tax," all additional payments are due and payable within thirty (30) days after rendition of a statement therefor, with the exception of ad valorem taxes which must be paid within thirty (30) days when due.

3.5 Utility or service charges. LESSEE agrees to pay all charges for utility service including, but not limited to charges for gas, electricity, telephone, telecommunications or other illumination, heating, air conditioning, water & sewer, storm water utility fees, and other similar service charges attributed to the Leased Premises.

3.6 LESSEE's Responsibilities regarding Governmental Charges or Services Giving Rise to Liens. Subject to the provisions of Section 3.3 and Section 3.7 respecting LESSEE's right to challenge the validity of any Tax, tax claim, assessment, fee or other governmental charge against the Leased Premises, the use thereof, improvements thereto or personalty located thereon, the LESSEE must pay all Taxes and other governmental fees, charges or assessments that are related to the Leased Premises or personalty situated thereon or operations conducted thereon and that arise during the Lease Term. LESSEE shall pay all such Taxes and other charges when due and before any fine, penalty, interest or other cost is added, becomes due, or is imposed by operation of law for nonpayment. These Taxes and other charges include, but are not necessarily limited to the following:

(a) All Taxes, assessments, water, sewer, connection fees, garbage rates and charges, public utility charges, excise levies, licenses and permit fees;

(b) All such charges whether they are general or special, ordinary or extraordinary, foreseen or unforeseen, imposed upon the Leased Premise or use thereof or improvements thereto or personalty situated thereon;

(c) All such charges that are assessed, levied, confirmed or imposed upon the Leased Premises or use thereof or improvements thereto or personalty situated thereon;

(d) All such charges that arise from, become payable from, or with respect to, or become a lien on any of the following:

1. All or any part of the Leased Premises or use thereof or improvements thereto or personalty situated thereon;

2. All or part of the improvements on the Leased Premises or personalty situated thereon;

3. Any appurtenance to the Leased Premises;

4. The rent and income received by the LESSEE from any subtenant or licensee;

5. Any use or occupation of the Leased Premises;

6. Any document to which the LESSEE is a party and that creates or transfers an interest or estate in the Leased Premises;

7. Sales or use Tax arising from LESSEE's operations or the operations of any sub lessees or licensees; or

8. Any Taxes or charges applicable to the rents paid under this Lease.

3.7 LESSEE's Challenge of Tax. LESSEE may contest the validity of any Tax, tax claim, or charge or assessment, described herein without being in default for nonpayment of Taxes under this Lease and challenge any such Tax as a Targeted Tax, provided LESSEE complies with terms and conditions of this Section. The LESSEE must give LESSOR written notice of LESSEE's intention to contest. Unless otherwise waived by LESSOR, LESSEE must also furnish LESSOR with a bond, acceptable to the LESSOR'S City Manager, with surety by a surety company qualified to do business in the State of Florida or cash paid into escrow and held by LESSOR. The bond or cash escrow must be in an amount that is equal to the amount of the Taxes, claim, charge or assessment being contested and must be conditioned upon payment of the Taxes, claim, charge or assessment once the validity has been determined. LESSEE must give the written notice accompanied by evidence of the bond or escrow to LESSOR not later than sixty (60) days before the contested taxes would otherwise become delinquent.

3.8 LESSOR'S Remedy for LESSEE'S Nonpayment. If LESSEE fails, refuses, or neglects to pay any Taxes, fees, assessments or other governmental charges under this Article, unless challenged as provided in Section 3.7 of this Lease, the LESSOR may pay them. On the LESSOR's demand, the LESSEE must pay the LESSOR all amounts LESSOR has paid, plus expenses and attorney's fees reasonably incurred in connection with such payments, together with interest at the rate of twelve per cent (12%) per annum from the date LESSOR paid such outstanding Taxes, fees, assessments or other governmental charges, up to but not exceeding the maximum rate of interest allowable under Florida law. On the day the LESSOR demands repayment or reimbursement from LESSEE, the LESSOR is entitled to collect or enforce these payments in the same manner as a payment of rent.

ARTICLE 4.

USE OF PREMISES

4.1 Permissible Uses. The Leased Premises shall be used by LESSEE for the purpose of restoring, renovating and improving the Leased Premises including new building additions for public recreational uses including, but not limited to, the Permissible Uses described on Exhibit D attached hereto, and other uses that do not compete with performances or activities that occur at the Parker Playhouse. For example, the conduct of an entertainment or other non-sports activity event (an "Event") that does not compete with performances at the Parker Playhouse will be a Permissible Use. For the purpose of this Lease, the term "compete with performances at the Parker Playhouse," means any non-sports entertainment event that consists of a live performance where more than 10% of the sellable capacity is seated in a concert or theatrical event

arrangement unless otherwise agreed in writing by the operator of the Parker Playhouse. LESSEE agrees that any use that consists of displaying, trading, possessing, gifting, or selling firearms and any other form or manner of weapons, is not a Permissible Use under this Lease Agreement, and does not constitute a public purpose either under Florida Law or under the City's Charter.

4.2 Compliance With Regulations of Public Bodies. LESSEE covenants and agrees that it shall, at its own cost and expense, make such improvements on the Leased Premises, perform such acts and do such things as shall be lawfully required by any public body having jurisdiction over the Leased Premises, in order to comply with the requirements relating to sanitation, fire hazard, zoning, setbacks, environmental requirements and other similar requirements designed to protect the public, worker and recreational use environments. LESSEE shall not use the Leased Premises, nor shall the Leased Premises suffer any such use during the Term of this Lease, which is in violation of any of the statutes, laws, ordinances, rules or regulations of the federal, state, county, municipal government or any other governmental authority having jurisdiction over the Leased Premises.

4.3 Site Plan; Plans and Specifications. It is the understanding of the parties that LESSEE desires or plans to undertake material renovations, additions and/ or improvements to the Leased Premises to undertake the Permissible Uses set forth in Section 4.1 and as contemplated by the Grant Agreement, which improvements may be phased over several years, but shall not exceed five (5) years from the Effective Date of this Lease Agreement. Except as provided in the Grant Agreement, LESSEE shall make such improvements at its own cost and expense. As a condition precedent to material exterior renovations or additions, LESSEE shall submit to the City Manager a Leasehold Site Plan, including building footprint and all elevations of the proposed renovations and additions, including plans and specifications therefor, for approval by the City Manager and the City Commission, through and consistent with the applicable criteria and procedures set forth in the City's Unified Land Development Regulations, which approval shall not be unreasonably withheld. It is understood and agreed that the City, in its determination on proposed improvements, shall obtain and consider neighborhood input (specifically including input from the Victoria Park neighborhood) on issues that include, but are not limited to, compatibility with, and improving, the Holiday Park environment, aesthetic and uses. LESSEE shall obtain and consider such neighborhood input as directed by the City prior to the submission of plans for improvements. The approved site plan shall be retained on file in the Office of the Department of Sustainable Development and the Director of said department shall provide notice to LESSEE of such approved site plan. The failure of the City Manager and the City Commission to approve the Leasehold Site Plan shall give LESSEE a right to terminate this Lease pursuant to Section 2.5 without liability upon delivery of written notice to LESSOR.

4.4 Improvements. LESSEE shall not construct any improvements upon the Leased Premises that are not reflected on the approved Leasehold Site Plan without LESSOR's express written consent as set forth in Section 4.3 above. LESSEE shall not construct any improvements, nor perform any alteration, modification or demolition of improvements upon the Leased Premises without first (i) providing the Director of the Department of Sustainable Development (the "Director") with a complete set of plans and specifications therefor and (ii) securing from the City Manager and the City Commission written approval indicating that the proposed construction, alteration, modification or demolition is acceptable. As a condition of acceptance

the City Manager and the City Commission may impose reasonable conditions based upon applicable codes and regulations. The City Manager and the City Commission shall not unreasonably withhold written approval of the plans and specifications for construction, alteration, modification or demolition of improvements. Any improvements constructed upon the Leased Premises shall be at the LESSEE's sole cost and expense. Upon expiration or termination of this Lease, any improvements constructed on the Leased Premises shall remain with the Leased Premises at no additional cost to the City. In the event the City Manager and the City Commission (i) fail to timely approve the plans and specifications, or (ii) require changes to such plans that frustrate the LESSEE's purposes, LESSEE shall have the right, in LESSEE's sole discretion, to terminate this Lease pursuant to Section 2.5 without liability, upon delivery of written notice to LESSOR.

4.5 Alterations, Additions, Modifications or Demolitions. LESSEE shall not make any material alterations, additions, modifications or demolitions to the Leased Premises that are not in accordance with the process outlined in Section 4.3 or 4.4 above.

4.6 Liability for Personal Property. All personal property, placed or moved onto the Leased Premises is at the sole risk of LESSEE or other owner of such personal property. LESSOR shall not be liable for any damage to such personal property, or for personal injuries to LESSEE or any of LESSEE's subtenants, agents, servants, employees, contractors, guests or invitees or to trespassers on the Leased Premises that arise from any person's tortious acts or omissions, regardless of the status of the person; provided, however, that if the damage or injury is caused by LESSOR's tortious acts or omissions, then, to the extent the damage or injury in question is caused by LESSOR's tortious acts or omissions, then LESSEE's liability to LESSOR hereunder shall be proportionately abated.

4.7 Liability for Damages or Injuries. LESSOR shall not be liable for any damage or injury incurred or sustained in, on or about the Leased Premises when such damage or injury results from the tortious acts or omissions of any person, including LESSEE's guests, invitees, servants, agents, employees or contractors or trespassers on the Leased Premises; provided, however, that if the damage or injury is caused by LESSOR's tortious acts or omissions, then, to the extent the damage or injury in question is caused by LESSOR's tortious acts or omissions, then LESSEE's liability to LESSOR hereunder shall be proportionately abated.

4.8 Due Diligence Investigation. LESSEE shall have the right and option to conduct a due diligence investigation ("Due Diligence Investigation") of the Leased Premises to determine the structural, environmental, regulatory compliance, electrical, water, sewer and utility operating systems conditions, and any other investigations as it deems appropriate in connection with its Lease of the Leased Premises and the improvements contemplated by LESSEE under the Grant Agreement. The Due Diligence Investigation shall be conducted during a ninety (90) day period commencing at the Effective Date (the "Due Diligence Investigation Period"). Pursuant to Section 2.2.1(a) and (b), LESSEE shall conduct a Phase I Environmental Assessments of the Leased Premises (and a Phase II Environmental Assessment provided the Phase I Environmental Assessment recommends a Phase II Environmental Assessment). In addition, the Roof Inspection and HVAC Inspection described in Sections 4.10(b) and (d) shall be concluded during the Due Diligence Investigation Period. If LESSEE is satisfied with its Due Diligence Investigation, then on or before the expiration of the Due

Diligence Investigation Period, LESSEE shall communicate its acceptance of the Leased Premises and the effectiveness of the Lease. If LESSEE is not satisfied with the condition of the Leased Premises, in its discretion, and LESSOR and LESSEE are unable to agree upon accommodations for such unsatisfactory conditions, then at LESSEE's sole option, LESSEE may terminate this Lease upon delivery of written notice to LESSOR on or prior to the expiration of its Due Diligence Investigation Period. Notwithstanding any provisions to the contrary, during the Due Diligence Investigation Period, all utilities shall remain the responsibility of the CITY.

4.9 ADA. LESSEE shall have the continuing obligation of compliance with the Americans With Disabilities Act, as same may be amended from time to time, with respect to the Leased Premises. To the extent that LESSEE's Due Diligence Investigation reveals any substantial non-compliance with the Americans with Disabilities Act or some other area of material non-compliance with applicable governmental regulations, then LESSOR and LESSEE shall reasonably negotiate relative responsibility for such non-compliance during the Due Diligence Investigation Period.

4.10 Preserving Historic Character of Leased Premises/Roof Inspection.

(a) LESSEE shall maintain the historic character of the western exterior of the Auditorium Building. The historic art deco style lettering of the name of the Auditorium Building, "War Memorial Auditorium," will be retained in the façade of the Auditorium Building.

(b) LESSOR and LESSEE acknowledge and agree that it is desirable to retain the current roof structure of the Auditorium Building (the "Roof"); however, the retention of the existing roof structure is dependent upon the report of a structural engineer or roof engineer, reasonably acceptable to LESSOR, and which has been engaged pursuant to this Section (the "Roof Engineer") during the Due Diligence Investigation Period. The Roof Engineer will report whether the existing roof structure is in good condition and less expensive to renovate than the construction of a new roof structure. In the event that the Roof Engineer reports that the cost to renovate the Roof will be substantially greater than the cost to replace the Roof, then LESSOR and LESSEE shall promptly meet to discuss the report of the Roof Engineer and LESSOR shall consider and may approve the alternatives suggested by LESSEE to replace the Roof. LESSEE, at its expense, shall be responsible to renovate or replace the existing roof structure in accordance with the recommendation of the Roof Engineer as promptly as possible following the expiration of its Due Diligence Investigation Period. LESSEE shall not remove the Roof structure of the Auditorium Building as part of renovations or additions of such building unless approved in writing by LESSOR.

(c) It is understood that the back of house and stage area of the existing Auditorium Building may be removed and replaced with renovations and additions to implement the Permissible Uses set forth in Section 4.1 herein.

(d) During the Due Diligence Investigation Period, LESSEE shall engage an HVAC engineer, reasonably acceptable to LESSOR (the "HVAC Engineer"). The HVAC Engineer shall inspect the existing HVAC system at the Auditorium Building

and recommend that either the complete replacement of the HVAC system or the repairs and maintenance necessary to put the existing HVAC system into good repair and efficient working order. LESSEE, at its expense, shall be responsible to repair and or replace the existing HVAC system at the Auditorium Building as recommended by the HVAC Engineer as promptly as possible following the expiration of its Due Diligence Investigation Period.

4.11 LESSOR Obligation for Roof and HVAC Maintenance.

(a) LESSOR covenants and agrees that at all times during the Term following the LESSEE repairs or replacement of the Auditorium Building roof structure and HVAC system by LESSEE pursuant to Sections 4.10(b) and (d), LESSOR shall be responsible to maintain the roof and HVAC systems in the existing Auditorium Building.

(b) During the Term, following the LESSEE's repair or replacement of the HVAC system in renovation/improvement of the existing Auditorium Building, LESSEE shall maintain a service contract with a reputable HVAC maintenance contractor that provides not less than the HVAC system manufacturer's recommended maintenance service over the Product Lifetime or Product Lifespan of such HVAC system (the "HVAC System Lifespan"). LESSOR shall be responsible for all costs and expenses in excess of the maintenance contract that is necessary to repair and/or replace the Auditorium Building HVAC system.

4.12 Parking Plan. In the event that an Event (as defined below) is planned to be held at the Leased Premises that is expected to exceed the parking available on the Leased Premises, then LESSEE shall give 14 days' advance written notice to LESSOR. LESSEE shall confer with LESSOR and each of them shall jointly develop an Event parking plan that meets the parking needs of the Event and other Holiday Park visitors. Subject to the CITY's existing bond covenants related to the pledge of parking receipts, LESSEE may charge attendees for parking in conjunction with an Event whether parking occurs on CITY parking lots or parking structures.

4.13 LESSOR Permits Fees and Cooperation Regarding Utility Upgrades.

(a) LESSEE acknowledges that LESSEE shall apply for all building, demolition and renovation permits required by LESSOR or other Governmental Authority that are necessary, required or appropriate in connection with the design, planning, construction, completion, use and occupancy of the Project and the Project Improvements (the "Permits"). LESSOR shall diligently facilitate and expedite all actions necessary in order for LESSEE to obtain the Permits that it is responsible to issue so as to permit the undelayed commencement of construction and occupancy of the Project. LESSOR shall keep LESSEE fully apprised of the status of processing Permits. LESSEE shall diligently pursue, facilitate and expedite all actions necessary in order to obtain the Permits. LESSOR shall promptly respond to all requests for approval, review or comment submitted by LESSEE regarding the issuance of Permits.

(b) LESSOR further acknowledges that, in the event that LESSEE determines that the utility servicing the Lease Premises (such as electric, water, sewer,

gas or other public utility) are insufficient, or inadequate to meet the anticipated utility needs of the Project, then LESSOR shall fully cooperate with LESSEE to enable LESSEE to upgrade, improve or enhance the utility services to the Lease Premises for the Project at LESSEE's expense. Such cooperation may include, but is not limited to, (i) the grant of easements or other conveyances to better facilitate improvements to utility services for the Lease Premises and the Project; (ii) promptly respond to all requests for approval, consent, review or comment submitted by or on behalf of LESSEE.

4.14 Emergency Use.

This Lease Agreement is subordinate to any emergency use invoked pursuant to Section 252.42, Florida Statutes (2018), as amended or revised, or invoked pursuant to any applicable emergency management program or plan.

ARTICLE 5.

HAZARDOUS SUBSTANCES

5.1 Definitions. For the purpose of administering this Article, the following terms shall have the meaning as set forth below:

(a) *Environmental Agency* means a governmental agency at any level of government having jurisdiction over Hazardous Substances and Hazardous Substances Laws and the term as used herein shall also include a court of competent jurisdiction when used as a forum for enforcement or interpretation of Hazardous Substances Laws.

(b) *Hazardous Substances* means any hazardous or toxic substances, materials or wastes, including, but not limited to those substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table, 49 CFR 172.101 or by the Environmental Protection Agency as hazardous substances, 40 CFR Part 302, as now in effect or as same may be amended from time to time, or such substances, materials and wastes which now or hereafter become regulated under any applicable local, state or federal law, including, without limitation, any material, waste or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated byphenyls, (iv) radon, (v) any substance designated as a "hazardous substance" pursuant to Sec. 311 of the Clean Water Act, 33 U.S.C. Sec. 1251, et seq. or listed pursuant to Sec. 307 of the Clean Water Act, 33 U.S.C. Sec. 1317, (vi) defined as "hazardous waste" pursuant to Sec. 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Sec. 6901, et seq., (vii) defined as a "hazardous substance pursuant to Sec. 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Sec. 9601, et seq., or (viii) designated as a "hazardous substance" as defined in Chapter 403, Part IV, Florida Statutes, or (ix) any other similar federal, state or local regulations.

(c) *Hazardous Substances Laws* means all local, state and federal laws, ordinances, statutes, rules, regulation and orders as same may now exist or may from time to time be amended, relating to industrial hygiene, environmental protection

and/or regulation, or the use, analysis, generation, manufacture, storage, disposal or transportation of Hazardous Substances.

5.2 LESSOR'S Consent Required. After the Effective Date no Hazardous Substances shall be brought upon or kept or used in or about the Leased Premises by any person whomsoever, unless LESSEE first obtains written consent from the LESSOR'S Contract Administrator. **Nothing herein shall prohibit the use of gas powered automobiles, painting and decorating products normally used to paint or decorate a structure or products used to clean the Leased Premises and any chemicals used as a refrigerant for the ice surfaces including glycol.**

5.3 Compliance With Hazardous Substances Laws. During the Lease Term, and with respect to Hazardous Substances brought onto the Leased Premises by any person whomsoever other than LESSOR, its agents, employees, contractors or licensees, LESSEE shall have the absolute responsibility to ensure that the Leased Premises are used at all times and all operations or activities conducted thereupon are in compliance with all Hazardous Substances Laws. With respect to Hazardous Substances brought on to the Leased Premises during the Lease Term by any person whomsoever, other than LESSOR, its agents, employees, contractors or licensees, LESSEE shall be absolutely liable to LESSOR for any violation of Hazardous Substances Laws.

5.4 Hazardous Substances Handling.

(a) With respect to Hazardous Substances brought onto the Leased Premises during the Lease Term by any person whomsoever, other than LESSOR, its agents, servants, employees, contractors or licensees, LESSEE shall ensure that any and all authorized activities conducted upon the Leased Premises by any such person other than LESSOR, its agents, servants, employees, contractors or licensees be conducted only in compliance with all Hazardous Substances Laws and all conditions of any and all permits, licenses and other Environmental Agency approvals required for any such activity conducted upon the Leased Premises.

(b) LESSEE covenants that in any activities conducted upon the Leased Premises by any person whomsoever, other than LESSOR, its agents, servants, employees, contractors or licensees, that Hazardous Substances shall be handled, treated, dealt with and managed in conformity with all applicable Hazardous Substances Laws and prudent industry practices regarding management of such Hazardous Substances.

(c) Upon expiration or earlier termination of the term of the Lease, LESSEE shall cause all Hazardous Substances which are bought upon the Leased Premises subsequent to the Effective Date by any person whomsoever, other than LESSOR, its agents, servants, employees, contractors or licensees, to be removed from the Leased Premises and to be transported for use, storage or disposal in accordance and in compliance with all applicable Hazardous Substances Laws; provided, however, that LESSEE shall not take any remedial action in response to the presence of Hazardous Substances in or about the Leased Premises, nor enter any settlement agreement, consent decree or other compromise in respect to any claims relating to any Hazardous

Substances Laws in any way connected with the Leased Premises, without first notifying LESSOR of LESSEE's intention to do so and affording LESSOR reasonable opportunity to appear, intervene, or otherwise appropriately assert and protect LESSOR's interest with respect thereto.

5.5 Notices.

(a) If at any time, including during the Due Diligence Investigation Period, LESSEE shall become aware or have reasonable cause to believe that any Hazardous Substance has come to be located on or beneath the Leased Premises, LESSEE shall immediately upon discovering such presence or suspected presence of the Hazardous Substance give written notice of that condition to LESSOR.

(b) In addition, LESSEE shall immediately notify LESSOR in writing of (i) any enforcement, cleanup, removal or other governmental or regulatory action instituted, completed or threatened pursuant to any Hazardous Substances Law, (ii) any written claim made or threatened by any person against LESSEE, the Leased Premises or improvements located thereon relating to damage, contribution, cost recovery, compensation, loss or injury resulting from or claimed to result from any Hazardous Substances, and (iii) any reports made to any Environmental Agency arising out of or in connection with any Hazardous Substances in or removed from the Leased Premises or any improvements located thereon, including any complaints, notices, warnings or asserted violations in connection therewith.

(c) LESSEE shall also supply to LESSOR as promptly as possible, and, in any event, within five (5) days after LESSEE first receives or sends the same, copies of all claims, reports, complaints, notices, warnings or asserted violations relating in any way to the Leased Premises or improvements located thereon or LESSEE's use thereof.

5.6 Environmental Liabilities.

(a) LESSOR acknowledges that LESSEE shall not be responsible to or liable to LESSOR for any violation of Hazardous Substances Laws which occurred prior to the Effective Date of this Lease or for the presence of such Hazardous Substances found on, within or below the Leased Premises where the presence of such Hazardous Substances predate the Effective Date and the Due Diligence Investigation Period. LESSOR agrees that LESSEE shall have been provided adequate time and opportunity during the Due Diligence Investigation Period and prior to the effectiveness of the Lease, to search the Leased Premises for Hazardous Substances or violations of Hazardous Substances Law.

(b) Hazardous Substances not revealed prior to the Effective Date hereof, but subsequently discovered, including, but not limited to, during the Due Diligence Investigation Period on, under or within the Leased Premises at levels that are in violation of the Hazardous Substances Laws shall be the absolute responsibility of the LESSEE, unless

(i) The LESSEE reasonably demonstrates by a preponderance of the evidence that the presence of such Hazardous Substances on, under of within the Leased Premises predates the Effective Date and are part of a comprise the Environmental Baseline, or

(ii) LESSEE demonstrates by a preponderance of the evidence that the presence of such Hazardous Substances on, under or within the Leased Premises after the Effective Date hereof was caused by the acts or omissions of LESSOR, its agents, servants, employees, contractors or licensees., provided such acts or omissions of the LESSOR'S agents, servants, employees, contractors or licensees are with the scope and course of their duties.

(c) As required in paragraph 2.2, a Phase I (and, if required Phase II) Environmental Site Assessment shall be performed as to the Leased Premises. These Environmental Site Assessments shall form the Environmental Baseline for this Lease.

5.7 Hazardous Substances Indemnification.

(a) LESSEE agrees to and shall indemnify, defend and hold LESSOR harmless of and from any and all claims, demands, fines, penalties, causes of action, liabilities, damages, losses, costs and expenses (including attorneys' fees and expert witness fees) that LESSOR may sustain (unless it be proven by a preponderance of the evidence that any of the foregoing was caused by LESSORS's negligence or willful misconduct or that of LESSOR's agents, prior occupants or tenants of the Leased Premises, servants, employees, contractors or licensees acting within the course and scope of their employment), occurring during the Lease Term and which resulted from Hazardous Substances brought upon the Leased Premises, during the Lease Term by any person whomsoever, other than LESSOR, its agents, servants, employees, contractors acting during the course and scope of their employment or licensees or guests and invitees of the LESSOR.

(b) The indemnification contained in this Section shall survive the termination of the Lease until the expiration of the applicable statute of limitations for such claim or cause of action. This indemnification shall not extend to any claim, demand, fine, penalty, cause of action, liability, damage, loss, cost or expense related to the presence of Hazardous Substances that are documented in the Environmental Baseline.

(c) In addition, and not in limitation of the foregoing, LESSEE agrees to and shall indemnify, defend and hold LESSOR harmless from and against any and all claims, demands, suits, losses, damages, assessments, fines, penalties, costs or other expenses (including attorneys' fees expert witness fees and court costs) arising from or in any way related to, damage to the environment, costs of investigation charged by Environmental Agencies, personal injury, or damage to property, due to a release of Hazardous Substances on, under, above, or about the Leased Premises or in the surface or groundwater located on or under the Leased Premises, or gaseous emissions (excluding

methane, radon and other naturally occurring gases) from the Leased Premises or any other condition existing on the Leased Premises resulting from Hazardous Substances where any of the foregoing occurred during the Lease Term as a result of Hazardous Substances brought onto the Leased Premises by any person whomsoever authorized by LESSEE, other than LESSOR, its agents, servants, employees, contractors or licensees acting during the course and scope of their employment.

(d) LESSEE further agrees that its indemnification obligations shall include, but are not limited to, liability for damages resulting from the personal injury or death of any employee or volunteer of LESSEE, regardless of whether LESSEE has paid the employee under the Workers' Compensation Laws of the State of Florida, or other similar federal or state legislation for the protection of employees.

(e) The terms "property damage" as used in this Article includes, but is not limited to, damage to the property of the LESSEE, LESSOR and of any third parties caused by or resulting from LESSEE's breach of any of the covenants in this Article and shall include remedial activities performed by an Environmental Agency or by LESSEE pursuant to directives from an Environmental Agency.

(f) LESSEE shall further indemnify, defend and hold LESSOR harmless from and against any and all liability, including, but not limited to, all damages directly arising out of the use, generation, storage or disposal of Hazardous Substances in, on, under, above or about the Leased Premises during the Lease Term, including, without limitation, the cost of any required or necessary inspection required by law, audit, clean up required by law, or detoxification or remediation required by law and the preparation of any closure or other required plans, consent orders, license applications, or the like, whether such action is required by law or not, to the full extent that such action is attributable to the use, generation, storage or disposal of Hazardous Substances in, on, under, above or about the Leased Premises during the Lease Term, and all fines and penalties associated with any of the foregoing.

(g) LESSEE agrees that the foregoing obligations to indemnify, defend and hold LESSOR harmless extends to and includes all reasonable attorneys' fees, experts' fees and costs incurred in the defense of any of the foregoing claims or demands as well as indemnifying LESSOR for any and all reasonable attorneys' fees, experts' fees and costs incurred by LESSOR in LESSOR's enforcement of the provisions of this Article respecting Hazardous Substances. The indemnification provided in this Lease shall survive the termination of this Lease, but shall end, with respect to any claim or cause of action, with the expiration of any applicable statute of limitation for such claim or cause of action.

(h) LESSEE's obligation to indemnify, defend and hold LESSOR harmless pursuant to this Article shall be with respect to claims, damages, fines, penalties, causes of action, liabilities, losses, costs and expenses, including attorneys' fees and experts' fees, which resulted from Hazardous Substances brought in, on, under, above or about the Leased Premises during the term of this Lease by any person whomsoever, other than LESSOR, its agents, servants, employees, contractors or

licensees acting during the course and scope of their employment. or guests and invitees of the LESSOR and during the four events permitted to the LESSOR by this Lease.

(i) LESSEE's maximum liability to LESSOR pursuant to this Section 5.7 shall be capped at the aggregate amounts payable under commercial liability insurance obtained by LESSEE pursuant to Section 9.3.

5.8 Right of Entry for LESSOR'S Tests.

(a) At any time during the Lease Term LESSOR may, upon reasonable prior written notice to LESSEE (taking into account the potential disruption of the LESSEE's operation) enter upon the Leased Premises for the purpose of conducting environmental tests ("LESSOR'S Tests") to determine the presence and/or extent of contamination by Hazardous Substances in, on, under, above, within or about the Leased Premises. LESSOR shall not be entitled to conduct the LESSOR'S Tests unless:

(i) An Environmental Agency shall have issued an notice of violation with respect to the Hazardous Substances on, within, above, about or under the Leased Premises; or

(ii) LESSOR has probable cause to believe that LESSEE has violated Hazardous Substance Laws relating to the LESSEE's use of the Leased Premises.

Notwithstanding the limitations set forth in (i) and (ii) above, LESSOR may conduct LESSOR'S Tests no less often that every five (5) years without being subject to the limitations set forth in (i) and (ii) above.

(b) LESSOR'S Tests shall be at the sole cost and expense of LESSOR. The cost and expenses relating to the LESSOR'S Tests shall not be included in the scope of any indemnification set forth in this Article, unless the LESSOR's Tests reveal the presence of Hazardous Substances at levels that are in violation of the Hazardous Substances Laws and which were not revealed by LESSEE prior to the Effective Date hereof or that compromises a portion of the Environmental Baseline. No LESSOR'S Tests shall be conducted until LESSOR has provided to LESSEE the name of the testing contractor (which shall be fully licensed to conduct the LESSOR'S Tests).

5.9 Environmental Procedure; Consent to Assignment.

(a) Any provisions herein to the contrary notwithstanding, LESSEE, or its proposed assignee, whichever the case may be, shall, at its own cost and expense, furnish to LESSOR an updated Phase I & Phase II Environmental Assessment of the Leased Premises, performed by environmental experts reasonably found qualified by LESSOR, as a condition precedent to LESSOR's consent to an assignment of the leasehold interest or any part thereof. The foregoing is referred to hereinafter as the "Environmental Procedure."

(b) The Environmental Procedure shall include a qualitative and quantitative analysis of the presence of Hazardous Substances in, on, under, above, within or about the Leased Premises and which were not revealed by LESSEE prior to the Effective Date hereof.

(c) If the Environmental Procedure establishes the presence of Hazardous Substances at levels that are in violation of the Hazardous Substance Laws, then LESSOR may withhold consent to the assignment of the leasehold interest or any part thereof, until security is posed with LESSOR which is deemed by LESSOR to be reasonably adequate to cover one hundred percent (100%) of the projected costs of any legally required clean-up, detoxification or remediation of the Leased Premises from the presence of Hazardous Substances in excess of the Environmental Baseline in, on, under, above, within or about the Leased Premises and any and all fines or penalties associated therewith.

5.10 Periodic Environmental Procedure.

(a) In addition to the requirements of this Article, LESSEE shall, periodically, as set forth herein, perform the Environmental Procedure for the benefit of LESSOR as follows:

(i) No sooner than the **twenty-second (22nd) and then the** forty fifth (45th) anniversary date after the Effective Date, nor later than **twenty fifth (25th)** year and **forty sixth (46th)** year after the Effective Date.

The foregoing shall be referred to as the "**Periodic Environmental Procedure(s)**"

(b) In each case, the Periodic Environmental Procedure(s) shall be completed, such that the updated Phase I Environmental Site Assessment, and, if recommended in the Phase I, then a Phase II Environmental Assessments, is/are delivered to the LESSOR no later than thirty (30) days subsequent to the date specified in (i) or (ii) above.

(c) At the time of each Periodic Environmental Procedure, LESSEE shall comply with the remediation, clean-up and security requirements as set forth in the Periodic Environmental Procedure.

(d) If the Periodic Environmental Procedure establishes the presence of Hazardous Substances in, on, under, above, within or about the Leased Premises that are at levels that are in violation of Hazardous Substance Laws and that were not identified in the Environmental Baseline, LESSEE shall post security with LESSOR which is deemed by LESSOR to be reasonably adequate to cover 100% of the projected costs of any legally required clean-up, detoxification or remediation of the Leased Premises from the presence of Hazardous Substances in excess of the Environmental Baseline in, on, under, above, within or about the Leased Premises and any and all fines or penalties associated therewith.

ARTICLE 6.

CONDITION OF PREMISES

6.1 LESSEE'S Acceptance and Maintenance of Leased Premises.

(a) **"AS IS" Condition.** LESSEE acknowledges that during the Due Diligence Investigation Period hereof it has performed sufficient inspections of the Leased Premises in order to fully assess and make itself aware of the condition of the Leased Premises, and that, except as provided in Section 4.11, LESSEE is leasing the Leased Premises in an "AS IS" condition. Except as may be expressly set forth in or required by this Lease, LESSEE acknowledges that the LESSOR has made no other representations or warranties as to the condition or status of the Leased Premises and that LESSEE is not relying on any other representations or warranties of the LESSOR, any broker(s), or any agent of LESSOR in leasing the Leased Premises. Except as may be expressly set forth in or required by this Lease, LESSEE acknowledges that neither LESSOR nor any agent or employee of LESSOR has provided any other representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning or with respect to:

1. The nature, quality or condition of the Leased Premises, including, without limitation, the water, soil and geology;

2. The suitability of the Leased Premises for any and all activities and uses which LESSEE may conduct thereon;

3. Notwithstanding the compliance of or by the Leased Premises or its operation with any laws, rules, ordinances or regulations of any applicable governmental authority or body;

4. The habitability, merchantability or fitness for a particular purpose of the Leased Premises; or

5. Any other matter with respect to the Leased Premises.

Without limiting the foregoing, LESSOR does not and has not made and specifically disclaims any other representation or warranty regarding the presence or absence of any Hazardous Substances, as herein defined, at, on, under or about the Leased Premises or the compliance or non-compliance of the Leased Premises with any laws, rules, regulations or orders regarding Hazardous Substances (collectively the "Hazardous Substance Laws"). For purposes of this Lease, the term "Hazardous Substances" shall have the meaning as set forth in Article 5 hereof. Hazardous Substances shall also include Radon Gas. LESSEE further acknowledges that neither LESSOR nor any agent of LESSOR has provided any representation or warranty with respect to the existence of asbestos or other Hazardous Substances on the Leased Premises, other than as may be specifically set forth in this Lease. Accordingly, as between LESSOR and LESSEE under this Lease, the physical condition of the Leased Premises and compliance with all

applicable laws, statutes, ordinances or regulations with respect to the physical condition of the Leased Premises shall be the sole responsibility and obligation of LESSEE.

LESSEE shall maintain the Leased Premises in a good state of repair and in a condition consistent with the Permissible Uses for the Leased Premises as set forth in Section 4.1 hereof LESSEE shall not suffer or permit the commission of any waste or neglect of the grounds, landscaping, buildings, the fixtures and equipment that LESSEE brings, constructs or places on the Leased Premises. LESSEE shall repair, replace and renovate the Leased Premises, including the structure and all the improvements located thereon as often as is necessary to keep these items in a good state of repair. Except as otherwise provided, LESSEE shall obtain and maintain, at LESSEE's expense, a maintenance agreement on the HVAC systems. For the renovated Auditorium Building, LESSOR shall be responsible to make repairs and maintain the HVAC system for matters not covered by that maintenance agreement and be responsible for roof maintenance and replacement when required.

6.2 Damage to Leased Premises. On LESSOR's demand, LESSEE shall repair all damages to the Leased Premises that are incurred or sustained during the Lease Term, where such damages are not caused by LESSOR or any of its agents, servants, employees, contractors or licensees; provided, however, that if the damage or injury is caused by LESSOR's tortious acts or omissions, or if the tortious acts or omissions of LESSOR's agents, servants, employees, contractors or licensees acting within the scope and course of their duties, then, to the extent the damage or injury in question is caused thereby, then LESSEE's liability to LESSOR hereunder shall be proportionately abated.

6.3 Condition at End of Lease Term. At the earlier of the expiration of the Lease Term or termination of this Lease, LESSEE shall quit the Leased Premises and surrender them to LESSOR in accordance with this Paragraph 6.3. The Leased Premises must be in good order and condition at the time of surrender thereof. At the time of surrender all landscaping shall be in a healthy and vibrant condition. All improvements and fixtures on the Leased Premises, except trade fixtures, shall become the property of LESSOR, free of any right, title or claim of LESSEE. LESSEE shall remove all personal property that belongs to LESSEE, or any of LESSEE'S agents, servants, employees, independent contractors or subtenants and shall repair all damage to the Leased Premises caused by such removal.

ARTICLE 7.

LIENS

7.1 Liens against the Leased Premises. LESSEE shall have no power or authority to incur any indebtedness giving a right to a lien of any kind or character upon the right, title or interest of LESSOR in and to the real property within the Leased Premises, and no person shall ever be entitled to any lien, directly or indirectly derived through or under the LESSEE, or its agents, servants, employees, contractors or officers or on account of any act or omission of said LESSEE as to LESSOR's right, title or interest in and to the real property within the Leased Premises. All Persons contracting with the LESSEE, or furnishing materials, labor or services to said LESSEE, or to its agents or servants, as well as all persons shall be bound by this provision of the Lease Agreement. Should any such lien be filed against the real property within

the Leased Premises, LESSEE shall discharge the same within thirty (30) days thereafter, by paying the same or by filing a bond, or otherwise, as permitted by law. LESSEE shall not be deemed to be the agent of LESSOR, so as to confer upon a laborer bestowing labor upon or within the real property underlying the Leased Premises or upon materialmen who furnish material incorporated in the construction and improvements upon the foregoing, a construction lien pursuant to Chapter 713, Florida Statutes, as same may be amended from time to time, or an equitable lien upon the LESSOR's right, title or interest in and to the Leased Premises. These provisions shall be deemed a notice under Section 713.01 (26), Florida Statutes as well as Section 713.10(1) & (2)(b) Florida Statutes, as same may be amended from time to time, of the "non-liability" of the LESSOR. LESSOR shall cooperate with LESSEE in connection with any financing transaction that is secured by LESSEE's Leasehold interest in the Leased Premises.

ARTICLE 8.

ENTRY AND INSPECTION OF PREMISES

8.1 LESSOR'S Inspection and Entry Rights. LESSOR, or any agent thereof, shall be entitled to enter the Leased Premises during any reasonable business hours, taking into account LESSEE'S operations, for any of the following reasons:

(i) To examine the Leased Premises;

(ii) To make all repairs, addition(s) or alteration(s) that LESSOR deems necessary for safety or preservation of the Leased Premises or improvements located thereon, after thirty (30) days advance notice in writing to LESSEE that the Leased Premises or any portion thereof is in need of maintenance or repair and LESSEE fails to take appropriate curative actions; or

(iii) To remove signs, fixtures, alterations or additions that do not conform to the terms of this Lease after thirty (30) days advance notice in writing to LESSEE that the Leased Premises or any portion thereof is not in compliance with the terms of the Lease and LESSEE fails to take appropriate curative actions;

Provided that nothing herein shall be construed in such a manner as to impose upon LESSOR the obligation to so enter the Leased Premises and perform any act referenced above.

8.2 Liability for Entry. LESSEE, and any agent, servant, employee, independent contractor, licensee or subtenant claiming by, through or under LESSEE, or any invitees thereof shall have no claim or cause of action against LESSOR because of LESSOR's entry or other action taken under this Article, except to the extent that any such claim or cause of action is due to the intentional or negligent conduct of LESSOR, its agents, servants, employees, contractors or licensees acting within the scope and course of their duties.

ARTICLE 9.

INSURANCE AND INDEMNIFICATION

9.1 Indemnity.

(a) LESSEE shall protect, defend, indemnify and hold harmless the LESSOR, its officers, employees and agents from and against any and all lawsuits, penalties, damages, settlements, judgments, decrees, costs, charges and other expenses including attorneys' fees or liabilities of every kind, nature or degree arising out of or in connection with the rights, responsibilities and obligations of LESSEE under this Lease, conditions contained therein, the location, construction, repair, maintenance use or occupancy of the Leased Premises, or the breach or default by LESSEE of any covenant or provision of this Lease, hereinafter, "Claims", except for any occurrence arising out of or resulting from the intentional torts or negligence of the LESSOR, its officers, agents and employees acting within the scope and course of their duties. Excluded from this indemnity shall be all lawsuits, penalties, damages, settlements, judgments , decrees, costs, charges and other expenses whatsoever including attorneys' fees or liabilities of every kind and nature which occur as a result of actions by LESSOR's invitees or guests and/or during any events permitted to LESSOR in this Lease. Nothing herein shall be deemed a waiver of LESSOR's sovereign immunity.

(b) Without limiting the foregoing, any and all such claims, suits, causes of action relating to personal injury, death, damage to property, defects in construction, rehabilitation or restoration of the Leased Premises, alleged infringement of any patents, trademarks, copyrights or of any other tangible or intangible personal or real property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation or decree of any court, is included in the indemnity.

(c) LESSEE further agrees to investigate, handle, respond to, provide defense for, and defend any such claims at its sole expense and agrees to bear all other costs and expenses related thereto even if the claim is groundless, false or fraudulent and if called upon by the LESSOR, LESSEE shall assume and defend not only itself but also the CITY in connection with any claims, suits or causes of action, and any such defense shall be at no cost or expense whatsoever to LESSOR, provided that the LESSOR (exercisable by the LESSOR's Risk Manager) shall retain the right to select counsel of its own choosing at its own expense.

9.2 LESSOR'S Liability. In no event shall LESSOR'S liability for any breach of this Lease exceed the amount of insurance proceeds arising from claims under LESSEE's insurance policies obtained pursuant to Section 9.3. This provision is not intended to be a measure or agreed amount of LESSOR'S liability with respect to any particular breach and shall not be utilized by any court or otherwise for the purpose of determining any liability of LESSOR hereunder except only as a maximum amount not to be exceeded in any event. Nothing contained in this Paragraph shall be construed to permit LESSEE to offset against Rents due a successor LESSOR a judgment (or other judicial process) requiring the payment of money by reason of

any default of a prior landlord, except as otherwise specifically set forth herein. Nothing herein shall be deemed a waiver of LESSOR's sovereign immunity.

9.3 Insurance. At all times during the term of this Lease Agreement, LESSEE, at its expense, shall keep or cause to be kept in effect the following insurance coverages:

(a) A general liability insurance policy, in standard form, insuring LESSEE and LESSOR as an additional insured, against any and all liability for bodily injury or property damage arising out of or in connection with this Lease and the license granted herein with a policy limit of not less than One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) general aggregate and shall name the LESSOR as an additional insured. All such policies shall cover the activities under the Lease, including, but not limited to the possession, use, occupancy, maintenance, repair, and construction of additions, modifications, renovations or demolition of the Leased Premises or portions thereof. This policy shall not be affected by any other insurance carried by LESSOR.

(b) The minimum limits of coverage under subsections (a), (d) and (e) may be adjusted by LESSOR, in LESSOR's sole discretion, every **ten (10)** years, on the anniversary date of the Effective Date of this Lease, in accordance with the increase or decrease in the Consumer Price Index for "All Urban Consumers, U.S. All Items (1982 – 1984 = 100)" (hereinafter, CPI) published by the Bureau of Labor Statistics of the United States Department of Labor, or any comparable successor or substitute index designated by LESSOR. For the purposes of this subparagraph, the beginning CPI figures shall be the most recently published index figures in effect as of the Effective Date hereof. On the date(s) of adjustment, the adjusting figures shall be the most recently published figures in effect on the subject adjustment date(s).

(c) Workers' Compensation Insurance to apply to all LESSEE's employees and employees of contractors retained by LESSEE conducting work upon the Leased Premises, said coverage to be in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. In addition, the policy(ies) shall include Employers' Liability with a limit of One Hundred Thousand Dollars ($100,000.00) for each accident.

(d) Business Automobile Liability for all vehicles owned or used by LESSEE and LESSEE's contractors that are involved in the operation of the Leased Premises with limits of Three Hundred Thousand Dollars ($300,000.00) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability.

(e) Fire and All Risk Property coverage (including flood), with an endorsement for increased cost of compliance, on the structures, improvements and fixtures located upon the Leased Premises in an amount equate to not less than ninety percent (90%) of its full insurable value, and shall name the LESSOR and LESSEE as Loss Payees on the policy. The deductible shall be no more than ten percent (10%) of the value of the structures and improvements located upon the Leased Premises. The proceeds of such policy shall be exclusively used as provided in Section 9.3(i) below. At

any time during the term of this Lease upon request from LESSEE, LESSOR may secure Fire and All Risk Property coverage for the improvements on the Leased Premises, if possible, for the benefit of LESSEE at LESSEE's expense. Parties may to revise coverage requirements from time to time by mutual consent of the contract administrators.

(f) All of the policies of insurance provided for in this Lease:

(i) shall be in the form and substance approved by the Florida Office of Insurance Regulations ("FlOIR")

(ii) shall be issued only by companies licensed by FlOIR,

(iii) Certificates of Insurance pertaining to same shall be delivered to LESSOR, at least fourteen (14) days prior to the Effective of the Lease Term,

(iv) shall be with a carrier having an A Best's Rating of not less than A, Class VII,

(v) shall bear endorsements showing the receipt by the respective companies of the premiums thereon or shall be accompanied by other evidence of payment of such premiums to the insurance companies, including evidence of current annual payment, if on any installment payment basis, and

(vi) shall provide that they may not be canceled by the insurer for thirty (30) days after service of notice of the proposed cancellation upon LESSOR and shall not be invalidated as to the interest of LESSOR by any act, omission or neglect of LESSEE.

(g) In any case where the original policy of any such insurance shall be delivered to LESSEE, a duplicated original of such policy shall thereupon be delivered to LESSOR's Risk Manager. All insurance policies shall be renewed by LESSEE, and certificates evidencing such renewals, bearing endorsements or accompanied by other evidence of the receipt by the respective insurance companies of the premiums thereon, shall be delivered to LESSOR's Risk Manager, at least thirty (30) days prior to their respective expiration dates.

(h) LESSOR does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect LESSEE's or contractor's interests or liabilities but are merely minimum requirements established by LESSOR's Risk Management Division. LESSOR reserves the right to require any other reasonable insurance coverage that LESSOR deems necessary depending upon the risk of loss and exposure to liability.

(i) Any and all net insurance proceeds received by or on account of LESSEE under the Lease shall be deposited with the primary depositor for the LESSOR,

to be held in escrow for the benefit of the LESSEE and LESSOR, and said funds shall be exclusively used for the purpose of reconstruction or repair, as the case may be, of any of the structures, improvements or fixtures located within the Leased Premises so damaged or destroyed. Such reconstruction and repair work shall be done in strict conformity with all applicable building and zoning codes and regulations or standards promulgated by any governmental agency having subject matter jurisdiction. Should the costs of regulations or repair exceed the amount of funds available from the proceeds of such insurance policy, then, and in such event, such funds shall be used as far as the same will permit in paying the costs of reconstruction or repair.

9.4 Waiver of Subrogation. Each of the parties, 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 property, 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 licensees or occupants of the Leased Premises; 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 releaser'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 releaser 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 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.

ARTICLE 10.

ASSIGNMENTS AND SUBLETTING

10.1 Assignment and Subletting.

(a) Unless expressly authorized otherwise in Section 10.1(c) or Section 12.10 below, LESSEE may not assign this Lease or any portion of its leasehold interest, nor lease or sublet the use of the Leased Premises to another person, corporation, company or other business entity by oral or written assignment or sublease agreement without obtaining LESSOR's prior written consent, which consent shall not be unreasonably withheld or delayed. LESSOR approved this Lease pursuant Section 8.13 of the City's Charter and any proposed assignee must be a Florida social purpose corporation, civic organization, charitable organization, public non-profit corporation, or like organization, and must agree to use the Leased Premises for an approved public purpose.

(b) LESSEE shall provide LESSOR advance notice of any intention to sublease or assign this Lease, which notice shall be in writing and shall state the terms and conditions of the sublease or assignment ("Assignment Notice"). Approval or

disapproval of the assignment or sublease shall be provided by the City Commission within forty-five (45) days of receipt of the Assignment Notice. Failure to approve or disapprove within forty-five (45) days of receipt of the Assignment Notice shall be deemed to be LESSOR's approval of the sublease or assignment.

(c) As a condition to any assignment, the assignee shall agree in writing to comply with and be bound by all of the terms, covenants, conditions, provisions and agreements of this Lease, and LESSEE shall deliver to LESSOR promptly after execution, an executed copy of such assignment and an agreement of said compliance by each sublease or assignee.

(d) Nothing herein shall restrict the LESSEE from entering into management, concessions and operations agreements for the Leased Premises or require LESSOR approval of same.

10.2 Continued Liability of LESSEE. LESSOR's consent to any assignment or subletting of the Leased Premises shall not release LESSEE from any of LESSEE's obligations hereunder. Any assignment or subletting of this Lease that does not comply with the provisions of Article shall be void.

ARTICLE 11.

LESSOR'S REMEDIES

11.1 Remedies for Nonpayment of Rent or Additional Rent. LESSOR has the same remedies for LESSEE's failure to pay rent as LESSEE's failure to pay additional rent.

11.2 Accord and Satisfaction. If LESSEE pays or LESSOR receives an amount that is less than the amount stipulated to be paid under any Lease provision, that payment is considered to be made only on account of an earlier payment of that stipulated amount. No endorsement or statement on any check or letter may be deemed an accord and satisfaction. LESSOR may accept any check or payment without prejudice to LESSOR's right to recover the balance due or to pursue any other available remedy.

11.3 Abandonment of Leased Premises or Delinquency in Rent. If LESSEE abandons or vacates the Leased Premises before the end of the Lease Term, or if LESSEE is in arrears in rent or additional rent payments, LESSOR may cancel this Lease, subject to the notice and opportunity to cure provisions set forth in Section 11.4. On cancellation, LESSOR shall be entitled to peaceably enter the Leased Premises as LESSEE's agent to regain or relet the Leased Premises. LESSOR shall incur no liability for such entry. As LESSEE's agent, LESSOR may relet the Leased Premises with or without any improvements, fixtures or personal property that may be upon it, and the reletting may be made at such reasonable price, in such terms and for such duration as LESSOR determines and for which LESSOR receives rent. LESSOR shall apply any rent received from reletting to the payment of the rent due under this Lease. If, after deducting the expenses of reletting the Leased Premises, LESSOR does not realize the full rental provided under this Lease, LESSEE shall pay any deficiency. If LESSOR realizes more than the full rental, LESSOR shall pay the excess to LESSEE on LESSEE's demand, after deduction of the expenses of reletting. Notwithstanding the foregoing, LESSOR is not obligated to relet the

Leased Premises and LESSOR may, if it so elects, merely regain possession of the Leased Premises.

11.4 Dispossession on Default; Notice and Opportunity to Cure.

(a) If LESSEE defaults in the performance of any covenant or condition of this Lease, LESSOR may give LESSEE written notice of that default with sufficient specificity to allow LESSEE to identify the default. If LESSEE fails to cure a default in payment of rent or additional rent within twenty (20) days after written notice is given, LESSOR may terminate this Lease. For defaults other than nonpayment of rent or additional rent, LESSEE shall cure such default within twenty (20) days after written notice is given or within such greater period of time as specified in the notice; provided, however, if a greater period of time is not specified in the written notice, then the period for curing such default shall be twenty (20) days.

(b) If the default (other than for nonpayment of rent or additional rent) is of such a nature that it cannot be completely cured within time specified, LESSOR may terminate this Lease only if LESSEE fails to proceed with reasonable diligence and in good faith to cure the default. Thereafter, if LESSEE fails to proceed with reasonable diligence and in good faith to cure the default, termination of this Lease may occur only after LESSOR gives not less than an additional ten (10) days' advance notice to LESSEE. On the date specified in the notice, the term of this Lease will end, and, LESSEE shall quit and surrender the Leased Premises to LESSOR, except that LESSEE will remain liable as provided under this Lease.

(c) On termination of the Lease, LESSOR may peaceably re-enter the Leased Premises without notice to dispossess LESSEE, any legal representative of LESSEE, or any other occupant of the Leased Premises. LESSOR may retain possession through summary proceedings or otherwise and LESSOR shall then hold the Leased Premises as if this Lease had not been made.

11.5 Damages on Default. If LESSOR retakes possession under Section 11.4, LESSOR shall have the following rights:

(a) LESSOR shall be entitled to any rent and additional rent that is due and unpaid, and those payments will become due immediately, and will be paid up to the time of the re-entry, dispossession or expiration, plus any expenses (including, but not limited to attorneys' fees, brokerage fees, advertising, administrative time, labor, etc.) that LESSOR incurs in returning the Leased Premises to good order and/or preparing it for re-rental, if LESSOR elects to re-rent, plus interest on rent and additional rent when due at the rate of twelve (12.0%) percent per annum.

(b) LESSOR shall be entitled, but is not obligated, to re-let all or any part of the Leased Premises in LESSOR's name or otherwise, for any duration, on any terms, including but not limited to any provisions for concessions or free rent, or for any amount of rent that is higher than that in this Lease.

(c) LESSOR's election to not re-let all or any part of the Leased Premises shall not release or affect LESSEE's liability for damages. Any suit that LESSOR brings to collect the amount of the deficiency for any rental period will not prejudice in any way LESSOR's rights to collect the deficiency for any subsequent rental period by a similar proceeding. In putting the Leased Premises in good order or in preparing it for re-rental, LESSOR may alter, repair, replace, landscape of decorate any part of the Leased Premises in any way that LESSOR considers advisable and necessary to re-let the Leased Premises. LESSOR's alteration, repair, replacement, landscape or decoration will not release LESSEE from liability under this Lease.

(d) LESSOR is not liable in any way for failure to re-let the Leased Premises, or if the Leased Premises are re-let, for failure to collect the rent under the re-letting. LESSEE will not receive any excess of the net rents collected from re-letting over the sums payable by LESSEE to LESSOR under this Section.

11.6 Insolvency or Bankruptcy. Subject to the provisions hereof respecting severability, should LESSEE at any time during the Lease Term suffer or permit the appointment of a receiver to take possession of all or substantially all of the assets of LESSEE, or an assignment of LESSEE for the benefit of creditors, or any action taken or suffered by LESSEE under any insolvency, bankruptcy, or reorganization act, such action shall at LESSOR's option, constitute a breach and default of this Lease by LESSEE and LESSEE agrees to provide adequate protection and adequate assurance of future performance to the LESSOR which will include, but not be limited to the following:

(a) All monetary and non-monetary defaults existing prior to the breach or default referenced above shall be cured within the time specified above that shall include all costs and attorneys' fees expended by LESSOR to the date of curing the default.

(b) All obligations of the LESSEE must be performed in accordance with the terms of this Lease.

If at any time during the pendency of the bankruptcy proceeding the LESSEE or its successor in interest fails to perform any of the monetary or non-monetary obligations under the terms of this Lease, or fails to cure any pre-filing default, or fails to make additional security deposit required under the Lease for the adequate assurance of future performance clause above, the LESSEE HEREBY STIPULATES AND AGREES TO WAIVE ITS RIGHTS TO NOTICE AND HEARING AND TO ALLOW THE LESSOR TOTAL RELIEF FROM THE AUTOMATIC STAY UNDER 11 U.S.C.§ 362 TO ENFORCE ITS RIGHTS UNDER THIS LEASE AND UNDER STATE LAW INCLUDING BUT NOT LIMITED TO ISSUANCE AND ENFORCEMENT OF A JUDGMENT OF EVICTION, WRIT OF ASSISTANCE AND WRIT OF POSSESSION.

11.7 Condemnation. LESSEE may prosecute any claim of loss or damage, and any right or claim to any part of an award that results from the exercise of eminent domain power of any governmental body, regardless of whether the loss or damage arise because of condemnation of all or part of the Leased Premises. If a partial taking or condemnation renders the Leased

Premises unsuitable for LESSEE's purposes under this Lease, the LESSEE shall have the option to terminate this Lease. If an eminent domain power is exercised, LESSEE shall have a claim for the unamortized portion of LESSEE's capital investment in renovating the Leased Premises and making the improvements specified in the Grant Agreement against LESSOR for the value of an unexpired term of this Lease.

11.8 Holding Over. LESSEE will, at the termination of this Lease by lapse of time or otherwise, yield up immediate possession to LESSOR. If LESSEE retains possession of the Leased Premises or any part thereof after such termination, then LESSOR may at its option, serve written notice upon LESSEE that such holding over constitutes any one of: (i) renewal of this Lease for one year, and from year to year thereafter, (ii) creation of a month to month tenancy, upon the terms and conditions set forth in this Lease, or (iii) creation of a tenancy at sufferance, in any case upon the terms and conditions set forth in this Lease; provided, however, that the rent shall, in addition to all other sums which are to be paid by LESSEE hereunder, whether or not as additional rent, be equal to double the rent being paid to LESSOR under this Lease immediately prior to such termination. If no such notice is served, then a tenancy at sufferance shall be deemed to be created at the rent in the preceding sentence. LESSEE shall also pay to LESSOR all damages sustained by LESSOR resulting from a retention of possession by LESSEE, including the loss of any proposed subsequent LESSEE for any portion of the Leased Premises. The provisions of this Section shall not constitute a waiver by LESSOR of any right of re-entry as herein set forth; nor shall receipt of any rent or any other act in apparent affirmance of the tenancy operate as a waiver of the right to terminate this Lease for a breach of any of the terms, covenants or obligations herein on LESSEE's part to be performed.

11.9 Cumulative Remedies. LESSOR's remedies contained in the Lease are in addition to the right of a Landlord under Florida Statutes governing non-residential Landlord-Tenant relationships and to all other remedies available to a Landlord at law or in equity.

ARTICLE 12.

MISCELLANEOUS

12.1 Requirement for Notice. LESSEE shall give LESSOR prompt written notice of any accidents on, in, over, within, under and above the Leased Premises in which damage to property or injury to a person occurs.

12.2 Notices.

(a) Except as provided in subparagraph (c) below, whenever it is provided herein that notice, demand, request or other communication shall or may be given to, or served upon, either of the parties by the other, or either of the parties shall desire to give or serve upon the other any notice, demand, request or other communication with respect hereto or with respect to any matter set forth in this Lease, each such notice, demand, request or other communication shall be in writing and any law or statute to the contrary notwithstanding shall not be effective for any purpose unless the same shall be given by mailing the same by registered or certified mail, postage prepaid, return receipt requested, addressed to the party at the address set forth

below, or at such other address or addresses and to such other person or firm as LESSOR may from time to time designate by notice as herein provided.

(b) All notices, demands, requests or other communications hereunder shall be deemed to have been given or served for all purposes hereunder forty-eight (48) hours after the time that the same shall be deposited in the United States mail, postage prepaid, in the manner aforesaid, provided, however, that for any distance in excess of five hundred (500) miles, air mail service or Federal Express or similar carrier shall be utilized, if available.

AS TO LESSOR:
City Manager
City of Fort Lauderdale
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

With copy to:
City Attorney
City of Fort Lauderdale
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

AS TO LESSEE:
President and Chief Executive Officer
War Memorial Benefit Corporation
BB&T Center
One Panther Parkway
Sunrise, FL 33323

With copy to:
John Milledge, P.A.
200 S.W. First Avenue, Suite 800
Fort Lauderdale, Florida 33301
Attn: John Milledge, Esq.

Akerman LLP
350 East Las Olas Boulevard
Fort Lauderdale, FL 33301
Attn: Edward L. Ristaino, Esq.

12.3 Time Is Of The Essence. Time is of the essence as to the performance of all terms and conditions under this Lease.

12.4 LESSOR'S Cumulative Rights. LESSOR's rights under the Lease are cumulative, and, LESSOR'S failure to promptly exercise any rights given under this Lease shall not operate of forfeit any of these rights.

12.5 Modifications, Releases and Discharges. No modification, release, discharge or waiver of any provision of this Lease will be of any effect unless it is in writing and signed by the LESSOR and LESSEE.

12.6 Time. In computing any period of time expressed in day(s) in this Lease, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday, or legal holiday, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. When the period of time prescribed or allowed is less than seven (7) days, intermediate Saturdays, Sundays, and legal holidays shall be excluded in the computation.

12.7 Captions. The captions, headings and title of this Lease are solely for convenience of reference and are not to affect its interpretation.

12.8 Survival. All obligations of LESSEE hereunder not fully performed as of the expiration or earlier termination of the Term of this Lease shall survive the expiration or earlier termination of the Term hereof.

12.9 LESSOR Delays; Causes beyond Control of LESSOR. Whenever a period of time is herein prescribed for action to be taken by LESSOR, LESSOR shall not be liable or responsible for, and there shall be excluded from the computation for any such period of time, any delays due to causes of any kind whatsoever which are beyond the control of LESSOR.

12.10 Pledge or Security Interest. In connection with any financing of the improvements, LESSEE shall not voluntarily pledge, grant a security interest, or any interest therein without the prior written consent of LESSOR, which such consent shall not be unreasonably withheld, denied, or delayed. Any such financing of security interest in this Lease by LESSEE, shall require the approval of the City Commission of the City of Fort Lauderdale, FL.

12.11 Interpretation of Lease; Severability. This Lease shall be construed in accordance with the laws of the State of Florida. If any provision hereof, or its application to any person or situation, is deemed invalid or unenforceable for any reason and to any extent, the remainder of this Lease, or the application of the remainder of the provisions, shall not be affected. Rather, this Lease is to be enforced to the extent permitted by law. Each covenant, term, condition, obligation or other provision of the Lease is to be construed as a separate and independent covenant of the party who is bound by or who undertakes it, and each is independent of any other provision of this Lease, unless otherwise expressly provided. All terms and words used in this Lease, regardless of the number or gender in which they are used, are deemed to include any other number and other gender as the context requires.

12.12 Successors. This Lease shall be binding on and inure to the benefit of the parties, their successors and assigns.

12.13 No Waiver of Sovereign Immunity. Nothing contained in this Lease is intended to serve as a waiver of sovereign immunity by any agency to which sovereign immunity may be applicable.

12.14 No Third Party Beneficiaries. Except as may be expressly set forth to the contrary herein, the parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Lease. None of the

parties intends to directly or substantially benefit a third party by this Lease. The parties agree that there are no third party beneficiaries to this Lease and that no third party shall be entitled to assert a claim against any of the parties based on this Lease. Nothing herein shall be construed as consent by any agency or political subdivision of the State of Florida to be sued by third parties in any manner arising out of any contract.

12.15 Non-Discrimination. LESSEE shall not discriminate against any Person in the performance of duties, responsibilities and obligations under this Lease because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

12.16 Records. Each party shall maintain its own respective records and documents associated with this Lease in accordance with the records retention requirements applicable to public records, as applicable. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Chapter 119, Florida Statutes, to the extent Chapter 119 may be applicable to that entity. IF THE LESSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LESSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS LEASE, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-828-5002, CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301, PRRCONTRACT@FORTLAUDERDALE.GOV.

(a) LESSEE shall comply with the specific requirements of public records laws:

1. Keep and maintain public records required by the City to perform the service.

2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the LESSEE does not transfer the records to the City.

4. Upon completion of the Lease, transfer, at no cost, to the City all public records in possession of the LESSEE or keep and maintain public records required by the City to perform the service. If the LESSEE transfers all public records to the City upon completion of the Lease, the LESSEE shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the LESSEE keeps and maintains public records upon completion of the Lease, the LESSEE shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

12.17 Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Lease that are not contained in this document or in the Grant Agreement. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

12.18 Preparation of Agreement. The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Lease Agreement has been their joint effort.

12.19 Waiver. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Lease and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Lease shall not be deemed a waiver of such provision or modification of this Lease. A waiver of any breach of a provision of this Lease shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Lease.

12.20 Venue. Any controversies or legal problems arising out of this Lease and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida. To that end, LESSEE expressly waives whatever other privilege to venue it may otherwise have.

12.21 Force Majeure. Neither party shall be obligated to perform any duty, requirement or obligation under this Lease if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds alone on the part of LESSEE be deemed Force Majeure.

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

12.23 Audit Right and Retention of Records.

(a) LESSOR shall have the right to audit the books, records, and accounts of LESSEE and LESSEE'S sub lessees that are related to the obligations of this Lease. LESSEE shall keep and LESSEE shall cause LESSEE'S sublessees to keep, such books, records, and account as may be necessary in order to record complete and correct entries related to the obligations under this Lease. All books, records and accounts of

LESSEE and LESSEE'S sublessees as to the obligations set forth above shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, LESSEE or LESSEE'S sublessees, as applicable shall make same available to LESSOR at no cost to LESSOR in written form.

(b) LESSEE and LESSEE'S sublessees shall preserve and make available, at reasonable times for examination and audit by LESSOR in the City of Fort Lauderdale, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to the LESSEE'S or LESSEE'S sublessee's obligations as set forth above in subparagraph (a) hereof for the required retention period of the Florida Public Records Law, Chapter 119, Florida Statutes, as it may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after expiration or earlier termination of this Lease. If any audit has been initiated and audit findings have not be resolved at the end of the retention period or three (3) years, whichever is longer, the books, records and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Law is determined by LESSOR to be applicable to LESSEE and LESSEE'S sublessees records LESSEE and LESSEE'S sublessees shall comply with all requirement thereof; however, LESSEE and LESSEE'S sublessees shall violate no confidentiality or non-disclosure requirement of either federal or state law.

(c) LESSEE shall, by written contract, require LESSEE'S sublessees to agree to the requirements and obligation of this Paragraph 12.23.

(d) LESSEE shall maintain during the term of this Lease all books of account, reports and records relating to the obligations set forth in subparagraph (a) hereof in accordance with its historic practice which shall not materially differ from generally accepted accounting practices and standards.

12.24 Estoppel Certificate. LESSOR agrees to furnish from time to time when requested by LESSEE or the holder of any deed of trust or mortgage, a certificate signed by LESSOR confirming and containing such factual certifications and representations as may be reasonably requested by LESSEE or the holder of any deed of trust or mortgage , including without limitation:

(a) that this 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) that there have been no defaults thereunder by LESSOR or LESSEE (or if there have been defaults, setting forth the nature thereof); and

(c) the date to which the rent and other charges have been paid, if any.

LESSOR shall, within ten (10) days following receipt of said proposed certificate from LESSEE, return a fully executed copy of said certificate to LESSEE. In the event LESSOR shall fail to return a fully executed copy of such certificate to LESSEE within the foregoing ten (10)

day period, then LESSOR shall be deemed to have approved and confirmed the terms, certifications and representations contained in the certificate sent to LESSOR by LESSEE and any holder of a mortgage on the Leased Premises. Similarly, upon request from LESSOR, LESSEE shall provide LESSOR with an estoppel certificate on the same terms and conditions as set forth above.

12.25 No Encumbrance. The LESSOR shall never be obligated to encumber, pledge or subordinate its fee simple interest in the Leased Premises to the lien, encumbrance or interest of LESSEE or any party claiming by or through or under LESSEE

12.26 Payment and Performance Bonds. Prior to commencement of construction of the improvements to the Leased Premises contemplated by the Grant Agreement, LESSEE shall provide satisfactory proof that it has secured a statutory payment and performance bond pursuant to Florida Statute Chapter 713 and Florida Statute Chapter 255 (for itself or from its respective contractor(s)) for construction of the improvements and infrastructure improvements related thereto, written by a corporate surety company on the U.S. Department of Treasury's current approved list of acceptable sureties on Federal Bonds, as found in the U.S. Department of Treasury Circular No. 570, as same may be updated from time to time in the full amount of any contract entered into by LESSEE with said bonds being executed and issued by a resident agent licensed by and having offices in the State of Florida representing such corporate surety at the time such capital improvements are constructed, conditioned upon full and faithful performance by LESSEE or any contractor, if applicable, of such contract, and full payment to all laborers and materialmen supplying labor or materials for such improvements. Such bonds shall identify LESSOR as an additional or dual obligee. If the bonds are provided by the contractor, the bond shall provide that a default by LESSEE in the performance of the contractor's contract, shall not be raised as a defense to the LESSOR as one of the obligee's requiring performance of such construction contract by the surety.

12.27 Improvements. Upon termination of this Lease, whether by expiration of the term hereof or by reason of default on the part of LESSEE, or for any other reason whatsoever, other than the wrongful termination of this Lease by LESSOR, the improvements, and all parts thereof shall merge with the title of the land, free of any claim of LESSEE and all persons and corporations claiming under or through LESSEE (except for trade fixtures and personal property of LESSEE that can be removed without damage to the Improvements). For purposes of this Lease, a trade fixture is any chattel installed by LESSEE at the Facility for its use in the conduct of its business such as ice equipment, hockey boards and other hockey related personal property.

12.28 Acknowledgment. During the term of the Lease, LESSEE shall prominently display or acknowledge the contribution of the LESSOR to modernization of the Leased Premises in a manner satisfactory to the LESSOR.

12.29 Leasehold Financing. LESSEE may not, without City's consent grant a security interest, in its leasehold interest in the Leased Premises. LESSOR, at LESSEE's expense, agrees to reasonably cooperate with LESSEE in connection with any financing and agrees to execute documents in form and substance acceptable to LESSOR and its attorney in its sole discretion reasonably required by LESSEE's lenders, including the obligation to give such lender additional notice and opportunity to cure and to enter into a new lease upon a bankruptcy or similar event.

Execution of such documents is subject to City Commission approval. In addition, the LESSOR, at LESSEE's expense, will reasonably cooperate with LESSEE and will execute any required utility easements, covenants and applications as may be required to develop the Leased Premises. **Nothing herein shall be construed as a right to encumber or subordinate the fee interest of the LESSOR in the Leased Premises, which encumbrance or subordination is prohibited.**

12.30 Naming Rights. Subject to compliance with all governmental regulations, LESSEE shall have the exclusive right to name structures or elements of the building or place bricks on the interior or exterior of the Leased Premises in a manner that is aesthetically pleasing and in harmony with the surrounding community, provided however, that the requirements of Section 4.10 shall continue to be applicable. The City reserves the right to disapprove and thus prohibit any name for the Facility ("Naming Rights") that the City Commission reasonably deems in bad taste or offensive to the City's image, or in the reasonable opinion of the City Commission is a source of embarrassment to the Fort Lauderdale community.

12.31 Lessor's Use. LESSOR reserves the exclusive, non-assignable right to use the Leased Premises for up to 8 City events in each lease year (which shall be prorated in any partial lease year), subject to priority scheduling of all other LESSEE events. LESSEE shall not charge City a rental, license, use or other fee for use of the Leased Premises for a City event; however, City shall be responsible for event expenses related to the City event. Any dates not used by the City for City Events within the lease year shall terminate and shall not accrue for use during successive lease years. All revenue derived in connection with City events from parking, consumable and non-consumable concessions and permitted temporary advertising (sold by LESSEE) shall be LESSEE's revenue. Ticket and any other revenue derived from City events, including revenue from temporary advertising (sold by City for the City event) may be collected by LESSEE and distributed to City upon City's payment to LESSEE of event related expenses incurred in connection with a City event. The LESSEE shall be reimbursed from City funds (or LESSEE shall have the right to set-off against any revenues in its possession generated in connection with a City event) for the event related expenses incurred in connection with a City event on the date of the event or as specified in any applicable use agreement between the LESSEE and the City event sponsor but in no event later than 10 days following the event. It is understood that in its sales of permitted temporary advertising for City events, the City shall give any exclusive advertiser at the Leased Premises the right of first refusal to purchase any such temporary advertising. The City shall maintain such insurance for City Events as provided in Section 9.3. City event expenses shall include janitorial services for post-event clean-up, reimbursement for supplies consumed during the City event, and any police, security, usher or City event. City event expenses does not include any expense associated with LESSEE revenue derived from such City event.

12.32 Discounts/Benefits Available to Residents of City. LESSEE shall develop and present to LESSOR for its approval, a discount or benefit program available to residents of Fort Lauderdale that is intended to provide such residents with a discount for admission and use of facilities within the Leased Premises. The discount or benefit program will describe the uses or access that are available without charge. LESSEE shall obtain and consider neighborhood input (specifically including input from the Victoria Park neighborhood) as directed by the LESSOR prior to the submission of the discount/benefit program for LESSOR's consideration of approval. Additionally, LESSEE commits to providing substantial public access and recreational use of the

facilities, and that such public access and recreational use will substantially include non-programmed access and recreational use (such as substantial "open skate" and "open play" opportunities). LESSEE shall work closely with LESSOR to provide access for City league sports programs under reasonable terms and conditions.

12.33 Electronic Sign. LESSEE shall have the right to install at its own cost and expense a separate electronic sign similar in size, function and location to the "Parker Playhouse" electronic sign that had been previously shared with War Memorial, and which conforms to the City's then-existing sign ordinance or ULDR's. LESSOR shall cooperate with LESSEE in order to achieve the purposes of this Agreement. Following the installation of such sign, LESSOR shall, at its own cost and expense, have the right to relocate such sign to another mutually agreeable nearby location on US1 if the LESSOR determines, in its sole discretion, that its current location is no longer suitable.

IN WITNESS OF THE FOREGOING, THE PARTIES HAVE SET THEIR HANDS AND SEALS

AS TO LESSOR:

WITNESSES

Mary J Matthews

Mary J. Matthews
[Witness Print Name]

K. Skoundridaki

Katerina Skoundridakis
[Witness Print Name]

CITY OF FORT LAUDERDALE,
a municipal corporation of the State of Florida

By: _____
Dean J. Trantalis, Mayor

By: _____
Christopher J. Lagerbloom
City Manager

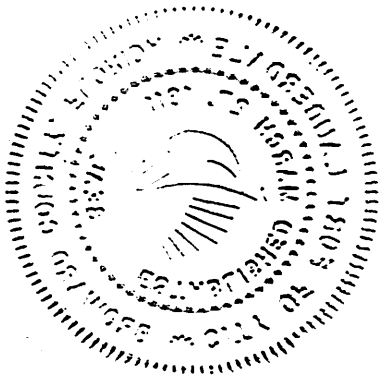
(CORPORATE SEAL)

ATTEST:

_____
Jeffrey A. Modarelli, City Clerk

APPROVED AS TO FORM:

By: _____
Alain E. Boileau
City Attorney



STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 18 day of June, 2019 by **Dean J. Trantalis,** Mayor of the City of Fort Lauderdale, a Florida municipal corporation. He is personally known to me or produced _____ as identification.

(SEAL)

NOTARY PUBLIC

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

David R. Soloman
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF970947
Expires 3/14/2020

David R. Soloman
Name of Notary Typed, Printed or Stamped

My Commission Expires:

Commission Number

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 14 day of June, 2019 by **Christopher J. Lagerbloom,** City Manager of the City of Fort Lauderdale, a Florida municipal corporation. He is personally known to me or produced _____ as identification.

(SEAL)

NOTARY PUBLIC

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

GINA RIZZUTI-SMITH
MY COMMISSION # GG 083510
EXPIRES: March 15, 2021
Bonded Thru Budget Notary Services

Name of Notary Typed, Printed or Stamped

My Commission Expires:

Commission Number

LEASE BETWEEN CITY OF FORT LAUDERDALE AND WAR MEMORIAL BENEFIT CORPORATION

AS TO LESSEE

WITNESS

Jessica Whitehouse
[Witness Print Name]

John M. Milledge
[Witness Print Name]

(SEAL)

WAR MEMORIAL BENEFIT CORPORATION, a Florida Social Purpose Corporation

By: Matthew Caldwell
Matthew Caldwell, Chair

Dated: 30 day of May, 2019

ATTEST:

By: Sam P McCoy
Secretary

STATE OF FLORIDA
COUNTY OF Broward:

The foregoing instrument was acknowledged before me this 30th day of May, 2019 by Matthew Caldwell, Chair of War Memorial Benefit Corporation, a Florida Social Purpose Corporation and authorized to do business in the State of Florida on behalf of the company. He is personally known to me or has produced _____ as identification and did not (did) take an oath.

(SEAL)

JAMIE WHITEHOUSE
Notary Public – State of Florida
Commission # GG 131622
My Comm. Expires Sep 13, 2021
Bonded through National Notary Assn.

Notary Public, State of
Signature of Notary taking acknowledgment

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

GG 131622
My Commission Number

EXHIBIT A

Grant Agreement

GRANT AGREEMENT

Between

CITY OF FORT LAUDERDALE

and

WAR MEMORIAL BENEFIT CORPORATION

for

War Memorial Facility Capital Grant Funding

GRANT AGREEMENT

Between

CITY OF FORT LAUDERDALE

and

WAR MEMORIAL BENEFIT CORPORATION

for

War Memorial Facility Capital Grant Funding

This Grant Agreement ("Agreement") is made and entered into by and between CITY OF FORT LAUDERDALE, FLORIDA, a municipal corporation, hereinafter referred to as "CITY,"

AND

WAR MEMORIAL BENEFIT CORPORATION, a social purpose corporation organized by the State of Florida, hereinafter referred to as the "WMBC."

WHEREAS, WMBC was formed on December 10, 2018 as a Florida Social Purpose Corporation under Sections 607.501 – 607.513, Florida Statutes (the "Act"), and as a social purpose corporation, and WMBC's purposes have been established as public purposes; and

WHEREAS, WMBC has entered into a long term lease with the CITY to improve and operate the facility ("Facility") formerly known as the War Memorial Auditorium, which facility will be renovated to create a major recreational and sports attraction for the City of Fort Lauderdale including public skating, recreational hockey, youth hockey, youth figure skating, indoor sports and fitness activities, as well as entertainment productions which will not compete with the Parker Playhouse, for the benefit, health and welfare of the citizens of the City of Fort Lauderdale; and

WHEREAS, the War Memorial Auditorium first opened its doors in 1950 and is need of substantial capital expenditures; and

WHEREAS, the CITY owns the War Memorial Auditorium property, including the land and facility building, located at 800 NE Eighth Street, Fort Lauderdale, FL 33304; and

WHEREAS, the CITY wishes to enter into this Agreement in order to assist WMBC in improving and expanding this critical component of the City's infrastructure in

accordance with the Capital Replacement and Renewal Plan attached as Exhibit "A" attached hereto; and

WHEREAS, the City Commission of Fort Lauderdale ("Commission") wishes to support War Memorial Auditorium by providing a capital grant funding contribution to WMBC; and

WHEREAS, the Commission has determined that the CITY's financial contribution of capital grant funding to the WMBC will serve a valid public purpose;

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, CITY and WMBC agree as follows:

ARTICLE 1

DEFINITIONS AND IDENTIFICATIONS

1.1 Agreement - means this document, Articles 1 through 10, inclusive.

1.2 WMBC's Representative - WMBC hereby designates Sean McCaffrey as WMBC's Representative responsible for administration of this Agreement. WMBC's President/CEO may change WMBC's Representative at any time by written notice using the notices procedures stated in Section 10.7, "NOTICES."

1.3 Commission - The City Commission of Fort Lauderdale, Florida.

1.4 Contract Administrator - The City Manager or designee. The primary responsibilities of the Contract Administrator are to coordinate and communicate with WMBC and to manage and supervise execution and completion of the Scope of Services and the terms and conditions of this Agreement. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely on the instructions or determinations made by the Contract Administrator.

1.5 Effective Date- The date that the last party executes this Agreement.

1.6 Project - The War Memorial Auditorium Capital Replacement and Renewal Project which is intended to fund capital expenditures, capital construction costs for exterior and interior building improvements, upgrades and repairs, interior building construction, structural, mechanical and technology upgrades, and exterior building construction and property, site, structural, mechanical and technology upgrades.

ARTICLE 2

TERM AND TIME OF PERFORMANCE

The term of this Agreement shall begin on April 16, 2019 and end on April 16, 2024.

ARTICLE 3

CAPITAL GRANT FUNDING, USE OF FUNDS, AND UNEXPENDED FUNDS

3.1 GRANT: The CITY grants and agrees to make available to WMBC funding in the total amount of Eight Hundred Thousand Dollars ($800,000.00) for capital expenditures and/or debt service related to the Project, as described in Exhibit A.

3.2 USE OF FUNDS: Funding provided by the CITY pursuant to this Agreement shall be used by WMBC only for the payment or recovery of capital expenditures related to the Project for the Facility. The CITY's funding may only be used by WMBC for the Project's capital expenditures, including, but not limited to capital construction costs for exterior and interior building improvements, upgrades and repairs, interior building construction, structural, mechanical and technology upgrades, and exterior building construction and property, site, structural, mechanical and technology upgrades. Furthermore, funding provided by the CITY pursuant to this Agreement may be used by WMBC to recover Project capital expenditures that were incurred during the fiscal year 2019-2020.

3.3 COMMENCEMENT OF CONSTRUCTION: WMBC shall commence construction of the Project within one (1) year from the Effective Date of this Agreement ("Commencement Date") unless the Commission grants an extension in its discretion which shall not be unreasonably withheld. The funds under this Agreement shall be reimbursed to the CITY, less any project expenditures incurred as defined in 1.6, if WMBC has not commenced construction of the Project within the Commencement Date. Prior to commencement of construction, WMBC, or its agents, shall make a presentation and submit conceptual plans of the Project to the Commission for its approval and consent. Within sixty (60) days of submission of the conceptual plans, the Commission shall approve or disapprove the proposed plans. If it disapproves, it will set forth the reasons for denial and allow WMBC the opportunity to modify the plans and resubmit to the Commission and upon resubmission, the time for the Commission review shall recommence. The City Manager is delegated authority to approve the final plans and specifications of the Project, provided there have been no material modifications from the conceptual plans presented to the Commission.

ARTICLE 4

DISBURSEMENT AND METHOD OF PAYMENT

4.1 WMBC may request disbursements under this agreement either in whole or in part, by providing reports by an architect or engineer with back-up documentation demonstrating capital improvements to the facility in accordance with Exhibit "A" that exceed the value of the requested disbursement, that have been permitted, constructed and accepted by City building permit inspectors.

4.2 Payment shall be made to WMBC payable to the "War Memorial Benefit Corporation" at:

War Memorial Benefit Corporation
Attention: Accounts Receivable
1 Panther Parkway
Sunrise, FL 33323

Federal Identification No. 83-3968999

ARTICLE 5

CAPITAL EXPENDITURE REPORTS

ANNUAL REPORTS: WMBC shall submit to CITY's Contract Administrator annual expenditure reports within sixty (60) calendar days after the end of each of the CITY's fiscal years during the term of this Agreement. WMBC's annual expenditure report shall report on the expenditures for the Project, to the CITY's Contract Administrator as support for the grant funding for the term of this Agreement.

ARTICLE 6

FINANCIAL STATEMENTS

6.1 The WMBC shall submit to the CITY a Special Report in connection with WMBC's [annual audited financial statements]. WMBC shall provide to the Contract Administrator two (2) copies of the Special Report as required in Article 6 herein. Such Special Report shall be submitted to the Contract Administrator within one hundred twenty (120) calendar days after the close of WMBC's fiscal years in which WMBC accounts for funds received under this Agreement.

6.2 The Special Report shall be in accordance with Section 623 of the Codification of Statements on Auditing Standards as promulgated by the American Institute of Certified Public Accountants.

6.3 The Special Report shall include all financial requirements for the entire scope of the services or project covered by the Agreement, including interest and debt service related thereto, even if a part of the services or project was performed during the previous fiscal year(s) or continue past the end of the WMBC's current fiscal year.

6.4 WMBC shall be solely responsible for requiring WMBC's Auditor who audits the WMBC's financial statements to complete a separate annual fiscal year audit of the expenditures which are made by the WMBC against the WMBC's capital projects committed to, and funded by, for each fiscal year of this Agreement. The required separate audit shall result in a separate certified letter to the CITY's Contract Administrator. Such letter shall include a certified opinion of the WMBC's Auditor concerning whether the reported expenditures were made in accordance with this Agreement.

6.5 AUDITED FINANCIAL STATEMENTS: The WMBC shall submit to CITY two (2) copies of the WMBC's annual audited financial statement no later than one hundred twenty (120) calendar days after the end of the WMBC's fiscal year which ends on [September 30] of each year.

ARTICLE 7

GOVERNMENTAL IMMUNITY

7.1 WMBC is an independent Florida Social Purpose Corporation pursuant to Sections 607.501 – 607.503 Florida Statutes. WMBC agrees to be fully responsible for acts and omissions of its agents or employees to the extent permitted by law.

7.2 The CITY is a state agency or subdivision of the State of Florida as defined in Chapter 768.28, Florida Statutes. The CITY agrees to be fully responsible for acts and omissions of its agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement or any other agreement.

ARTICLE 8

INSURANCE

WMBC agrees to furnish CITY, upon complete execution of this Agreement, with written verification of liability protection in accordance with state of Florida's laws and the Lease Agreement with the CITY. Additionally, if WMBC elects to purchase any additional liability coverage, including excess liability coverage,

WMBC shall list "City of Fort Lauderdale" as additional named insured on the certificate but only during the term.

ARTICLE 9

TERMINATION

9.1 This Agreement may be terminated for cause by action of the Commission of the CITY or by action of the Board of WMBC if the party in breach has not corrected the breach within sixty (60) calendar days after written notice from the aggrieved party identifying the breach, provided that, if the failure stated in the notice cannot be corrected within the sixty (60) day period, the non-defaulting party will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the other party within the applicable period and diligently pursued until the default is corrected. This Agreement may also be terminated by CITY's Contract Administrator upon such notice as Contract Administrator deems appropriate under the circumstances in the event Contract Administrator determines that termination is necessary to protect the public health or safety.

9.2 Termination of this Agreement for cause by CITY shall include, but not be limited to, failure to use the funds for the intended purpose, failure to suitably perform the work as set forth in this Agreement, or multiple breaches of the provisions of this Agreement notwithstanding whether any such breach was previously waived or cured. Termination of this Agreement for cause by WMBC shall include multiple breaches of the provisions of this Agreement notwithstanding whether any such breaches may be previously waived or cured.

9.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by the Contract Administrator which such Contract Administrator deems necessary to protect the public health, safety, or may be verbal notice which shall be promptly confirmed in writing in accordance with the "NOTICES" section in Section 10.7 of this Agreement.

9.4 In the event this Agreement is terminated, any compensation payable by CITY shall be withheld until all documents are provided to CITY pursuant to Section 10.1 of Article 10.

ARTICLE 10

MISCELLANEOUS

10.1 RIGHTS IN DOCUMENTS AND WORKS

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of WMBC. In the event of termination of this Agreement, any reports,

photographs, surveys, and other data and documents prepared by WMBC, whether finished or unfinished, shall remain the property of WMBC but, upon written request by CITY, copies shall be delivered at no cost to WMBC to the Contract Administrator within seven (7) calendar days after termination of this Agreement by either party. Any compensation due to WMBC shall be withheld until all documents are received as provided herein.

10.2 [AUDIT RIGHT AND RETENTION OF RECORDS]

CITY shall have the right to audit the books, records, and accounts of WMBC that are related to this Agreement. WMBC shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Agreement. All books, records, and accounts of WMBC shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, WMBC shall make same available in written form at no cost to CITY.

WMBC shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to WMBC's records, WMBC shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by WMBC. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY's disallowance and recovery of any payment upon such entry.

10.3 NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT

WMBC shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. WMBC shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by CITY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, WMBC shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay,

other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

WMBC's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.

WMBC shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by CITY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, WMBC shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

10.4 PUBLIC ENTITY CRIME ACT

WMBC represents that the execution of this Agreement will not violate the Public Entity Crime Act (Section 287.133, Florida Statutes) which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to CITY, may not submit a bid on a contract with CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to CITY, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with CITY, and may not transact any business with CITY in excess of the threshold amount provided in Section 287.017, Florida Statutes (2005), for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by CITY pursuant to this Agreement, and may result in debarment from CITY's competitive procurement activities.

In addition to the foregoing, WMBC further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a public entity crime and that it has not been formally charged with committing an act defined as a public entity crime regardless of the amount of money involved or whether WMBC has been placed on the convicted vendor list.

10.5 INDEPENDENT CONTRACTOR

WMBC is an independent contractor under this Agreement. Services provided by WMBC pursuant to this Agreement shall be subject to the supervision of WMBC. In providing such services, neither WMBC nor its agents shall act as

officers, employees, or agents of the CITY. This Agreement shall not constitute or make the parties a partnership or joint venture.

10.6 THIRD PARTY BENEFICIARIES

Neither WMBC nor CITY intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

10.7 NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR CITY:

City of Fort Lauderdale
Attn: City Manager
100 North Andrews Avenue
Fort Lauderdale. Florida 33301

FOR THE WMBC:

War Memorial Benefit Corporation
Attn: Chief Executive Officer
1 Panther Parkway
Sunrise, FL 33323

Any party may change the title(s) of the person(s) or the addresses stated in Section 10.7, "Notices" herein at any time using the notices procedures stated in Section 10.7 herein. WMBC's Representative as stated in Section 1.2 and the CITY's Contract Administrator as stated in Section 1.4 may be changed at any time by written notice using the notices procedures stated in Section 10.7 herein.

10.8 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by WMBC, without the written consent of the CITY; except that CITY agrees that this Agreement and any interest herein may be assigned by WMBC in connection with any bond, loan, financial security or collateral agreements relating to the financing of the Project. Notwithstanding the

foregoing, the interest of the City in the War Memorial Auditorium shall not be pledged, encumbered or subordinate to any interest of WMBC or any other party.

WMBC represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in this Agreement and to provide and perform such services to CITY's satisfaction for the agreed compensation.

WMBC shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of WMBC's performance and all interim and final product(s) provided to or on behalf of CITY shall be comparable to the best local and national standards.

10.9 CONFLICTS

Neither WMBC nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with WMBC's loyal and conscientious exercise of judgment related to its performance under this Agreement.

WMBC agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against CITY in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, WMBC agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of CITY in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude WMBC or any other persons from representing themselves in any action or in any administrative or legal proceeding.

In the event WMBC is permitted to utilize subcontractors to perform any services required by this Agreement, WMBC agrees to prohibit such subcontractors, by written contract, from having any conflicts within the meaning of this section.

10.10 MATERIALITY AND WAIVER OF BREACH

CITY and WMBC agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

CITY's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

10.11 COMPLIANCE WITH LAWS

WMBC shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

10.12 SEVERANCE

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or WMBC elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) calendar days after the finding by the court becomes final.

10.13 JOINT PREPARATION

The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

10.14 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 10 of this Agreement shall prevail and be given effect.

10.15 APPLICABLE LAW AND VENUE

Venue in any action under this Agreement shall be in Broward County, Florida. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. By entering into this Agreement, WMBC and CITY hereby expressly waive any rights either party

may have to a trial by jury of any civil litigation related to, or arising out of this Agreement.

10.16 AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the CITY, (through its City Commission), and by the WMBC (through its Board).

10.17 PRIOR AGREEMENTS

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless set forth in writing in accordance with Section 10.16 above.

10.18 INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. Exhibit A is made a part hereof and incorporated herein by reference.

10.19 MULTIPLE ORIGINALS

This Agreement may be fully executed in two (2) or more copies by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

10.20 PUBLIC RECORDS

(a) Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Chapter 119, Florida Statutes, as same may be amended from time to time and any resultant award of attorney's fees for non-compliance with that law.

(b) WMBC and all contractors or subcontractors (the "**Contractor**") engaging in services in connection with construction and/or maintenance of the Facility shall:

(i) Keep and maintain public records that ordinarily and necessarily would be required by CITY in order to perform the services rendered.

(ii) Upon request from CITY's custodian of public records, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, as may be amended or revised, or as otherwise provided by law.

(iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law and as to the War Memorial Auditorium for the duration of this Agreement and as to Contractor for the duration of the contract term and following completion of said contract if Contractor does not transfer the records to CITY.

(iv) Upon completion of said construction or maintenance at the Facility, transfer, at no cost, to CITY all public records in possession of WMBC or Contractor or keep and maintain public records required by CITY to perform the service. If Contractor transfers all public records to CITY upon completion of the Project, WMBC and Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If WMBC or Contractor keeps and maintains public records upon completion of the Facility, WMBC and Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY's custodian of public records, in a format that is compatible with the information technology systems of CITY.

(v) If WMBC or any contractor has questions regarding the application of Chapter 119, Florida Statutes, to WMBC or Contractor's duty to provide public records relating to its contract, contact the CITY's custodian of public records by telephone at 954-828-5002 or by e-mail at PRRCONTRACT@FORTLAUDERDALE.GOV or by mail at 100 North Andrews Avenue, Fort Lauderdale, FL 33301 Attention: Custodian of Public Records.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the parties have made and executed this Capital Grant Agreement on the respective dates under each signature: CITY OF FORT LAUDERDALE, through its CITY COMMISSION, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Commission action on the 14 day of June, 2019, and WAR MEMORIAL BENEFIT CORPORATION, signing by and through its Chair or Vice Chair, duly authorized to execute same.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

CITY

WITNESSES:

Mary J. Matthews

Print: Mary J. Matthews

Donna Varisco

Print: Donna Varisco

CITY OF FORT LAUDERDALE

By _____
Dean J. Trantalis, Mayor

BY _____
Christopher J. Lagerbloom
City Manager

(CORPORATE SEAL)

ATTEST:

_____
Jeffrey A. Modarelli, City Clerk

APPROVED AS TO FORM:

_____
Alain Boileau, City Attorney



CAPITAL GRANT AGREEMENT BETWEEN CITY OF FORT LAUDERDALE AND PERFORMING ARTS CENTER AUTHORITY FOR CAPITAL GRANT FUNDING TO WMBC

WMBC

ATTEST:

WAR MEMORIAL BENEFIT CORPROATION, an independent social purpose benefit corporation organized in the State of Florida

Secretary

Sean P. McCaffrey
Print name above

By

Matthew Caldwell
Print name above

30 day of May, 2019

(SEAL)

EXHIBIT A

I. Project Title: War Memorial Capital Replacement and Renewal Project

II. Scope of Services:

Project Goals. The Project's goals are set forth in the Lease between the parties and include:

- Improving and preserving the historic character of the War Memorial Auditorium building, such building to be used for purposes of indoor sports and entertainment activities.
- Constructing Additions to include two sheets of ice for purposes of public recreation, individual and team sports, recreational and youth hockey, figure skating, and optional team training and health and welfare facilities.
- Restoring the physical plant, including green technologies, improving operating efficiencies and extending the life of the asset.

Project Timeline. The interior design, architectural/engineering phases of the Project to have commenced and is on-going, with construction estimated to begin on or before December 31, 2019 and estimated to be completed by March 31, 2021. Times are estimates and are subject to change and additions may be phased as provided by the Lease between the parties.

Project Funding. The Project cost, are estimated to exceed $ 20 Million.

Project Benefits to CITY. The entire Project will greatly benefit the citizens of Fort Lauderdale by restoring an important, city-owned, sports and cultural asset, improving and providing additional space for sports, recreational, entertainment, and health and welfare programs available to City residents and visitors.

EXHIBIT B

Resolution No. 19-85

RESOLUTION NO. 19-85

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA, AUTHORIZING EXECUTION OF A LEASE PURSUANT TO CITY CHARTER SECTION 8.13 FOR A TERM NOT TO EXCEED FIFTY (50) YEARS IN EXCHANGE FOR PAYMENT OF AN ANNUAL RENT OF ONE DOLLAR ($1.00) WITH WAR MEMORIAL BENEFIT CORPORATION, A FLORIDA SOCIAL PURPOSE CORPORATION FOR LAND LOCATED AT 800 NE 8TH STREET, FORT LAUDERDALE, FLORIDA BEING MORE PARTICULARLY DESCRIBED BELOW; SUBJECT TO FURTHER TERMS AND CONDITIONS; DELEGATING AUTHORITY TO THE CITY MANAGER TO EXECUTE CERTAIN DOCUMENTS AND AMENDMENTS; AUTHORIZING THE CONTRIBUTION OF GRANT FUNDS IN THE AMOUNT OF $800,000.00 TO WAR MEMORIAL BENEFIT CORPORATION ("WMBC") FOR THE WAR MEMORIAL FACILITY CAPITAL GRANT FUNDING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A GRANT AGREEMENT TOGETHER WITH ANY AND ALL DOCUMENTS NECESSARY TO PROVIDE SUCH GRANT FUNDS; REPEALING ANY AND ALL RESOLUTIONS IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Resolution No. 19-28, the City Commission of the City of Fort Lauderdale declared its intent to lease the real property located at 800 NE 8th Street, Fort Lauderdale, Florida (War Memorial Auditorium) to War Memorial Benefit Corporation, a Florida social corporation (hereinafter, "Lessee") for a term of fifty (50) years with an annual rent of One and No/100 ($1.00) Dollar; and

WHEREAS, LESSEE shall renovate and improve the War Memorial Auditorium to provide recreational and sports facilities and programs for residents of the City; and

WHEREAS, the City wishes to support the War Memorial Auditorium by providing a capital grant funding contribution in the amount of $800,000.00 to the War Memorial Benefit Corporation ("WMBC") through execution of a Grant Agreement; and

WHEREAS, pursuant to Resolution No. 19-28, notice of a public meeting was published in the official newspaper of the City of Fort Lauderdale for two (2) issues prior to the date set for considering the proposed Lease of the War Memorial Auditorium, with the first publication being not less than ten (10) days before the date of the public hearing; and

WHEREAS, a copy of the proposed Lease has been posted on the City's public bulletin board and distributed to the City Commissioners at least three (3) days prior to the April 16, 2019 public hearing; and

WHEREAS, the City Commission finds that LESSEE's activities serve a significant public purpose and City Commission wishes to encourage and assist same; and

WHEREAS, the City Commission finds that the LESSEE's actions do not conflict with use by the public of portions of public land adjacent thereto; and

WHEREAS, the citizens and taxpayers have been given the opportunity to object to the execution, form or conditions of the proposed Lease and the terms and conditions of the proposed Lease are acceptable to the City Commission;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA:

SECTION 1. That the Recitals set forth above are true and correct and incorporated herein by this reference.

SECTION 2. That the City Commission of the City of Fort Lauderdale, Florida, pursuant to Section 8.13 of the City Charter, hereby approves a Lease of the War Memorial Auditorium to War Memorial Benefit Corporation, declares that leasing the below-described real property to LESSEE for a term of fifty (50) years with an annual rent of One and No/100 ($1.00) Dollar for the purpose of recreational and sports programs for the residents of the City is consistent with the public good and does not conflict with use by the public of other portions of public land adjacent thereto and being more particularly described as follows:

Beginning at a point fifty (50) feet south of the centerline of Northeast Tenth Street and on the east property line of Northeast Tenth Avenue; thence southerly eight hundred sixty (860) feet to a point which will be the northeast corner of proposed described property; thence continue southerly seven hundred (700) feet to a point; thence westerly four hundred twenty-five (425) feet to the east right-of-way line of Park Drive; thence northerly seven hundred (700) feet to a point on the east property line of such Park Drive; thence easterly four hundred twenty-five (425) feet to a point being the northeast corner of described tract; thence northerly eight hundred sixty (860) feet to the point of beginning; located in Holiday Park, a resubdivision in Progresso, Fort Lauderdale, Florida, and containing six and eighty-three-hundredths (6.83) acres.

ALSO KNOWN AS: 800 NE 8th Street, FORT LAUDERDALE, FLORIDA (HEREINAFTER, "WAR MEMORIAL AUDITORIUM")

SECTION 3. That the City Commission hereby authorizes, empowers and directs execution of the Lease, in substantially the form attached hereto, by the proper City Officials, subject to final review and approval by the City Attorney.

SECTION 4. That the City Commission hereby grants funds in the amount of $800,000.00 to WBMC and authorizes the City Manager to execute the Grant Agreement, in substantially the form attached hereto, and all documents necessary to provide such grants funds on behalf of the City.

SECTION 5. That any and all Resolutions in conflict herewith are hereby repealed.

SECTION 6. That this Resolution shall be in full force and effect upon final passage.

ADOPTED this the 16th day of April, 2019.

Mayor
DEAN J. TRANTALIS

ATTEST:

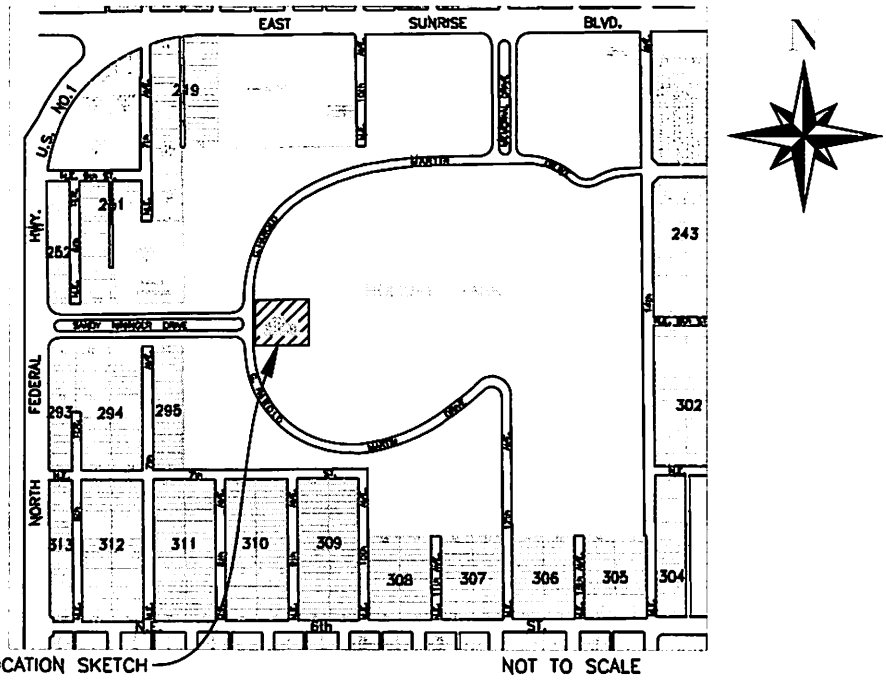
City Clerk
JEFFREY A. MODARELLI

EXHIBIT C

Sketch & Description
Of
Leased Premises

SKETCH AND DESCRIPTION

THIS IS NOT A SURVEY



LOCATION SKETCH — NOT TO SCALE

DESCRIPTION: WAR MEMORIAL LEASE

A PORTION OF "HOLIDAY PARK", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 24, PAGE 14, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT 50.00 FEET SOUTH OF THE CENTERLINE OF NORTHEAST 10TH STREET (E. SUNRISE BOULEVARD) AND ON THE EAST RIGHT OF WAY LINE OF NORTHEAST 10TH AVENUE; THENCE S 02°09'30" E ON THE SOUTHERLY PROJECTION OF SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 860.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTHERLY ON SAID PROJECTION 700.00 FEET TO A POINT; THENCE S 87°50'30" W, A DISTANCE OF 425.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF G. HAROLD MARTIN DRIVE (PARK DRIVE); THENCE N 02°09'30" W, A DISTANCE OF 700.00 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF G. HAROLD MARTIN DRIVE (PARK DRIVE); THENCE N 87°50'30" E 425.00 FEET TO THE POINT BEGINNING. SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA. CONTAINING 297500 SQUARE FEET OR 6.8297 ACRES MORE OR LESS.

NOTES:

1)BEARINGS ARE BASED UPON A GRID BEARING OF S 02°09'30" E, ALONG THE EAST LINE OF NORTHEAST 10 AVENUE.
2)THIS IS NOT A SKETCH OF SURVEY AND DOES NOT REPRESENT A FIELD SURVEY.
3)SUBJECT TO EXISTING EASEMENTS, RIGHT-OF WAYS, COVENANTS, RESERVATIONS AND RESRTICTIONS OF RECORD, IF ANY
4)THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

CERTIFIED TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

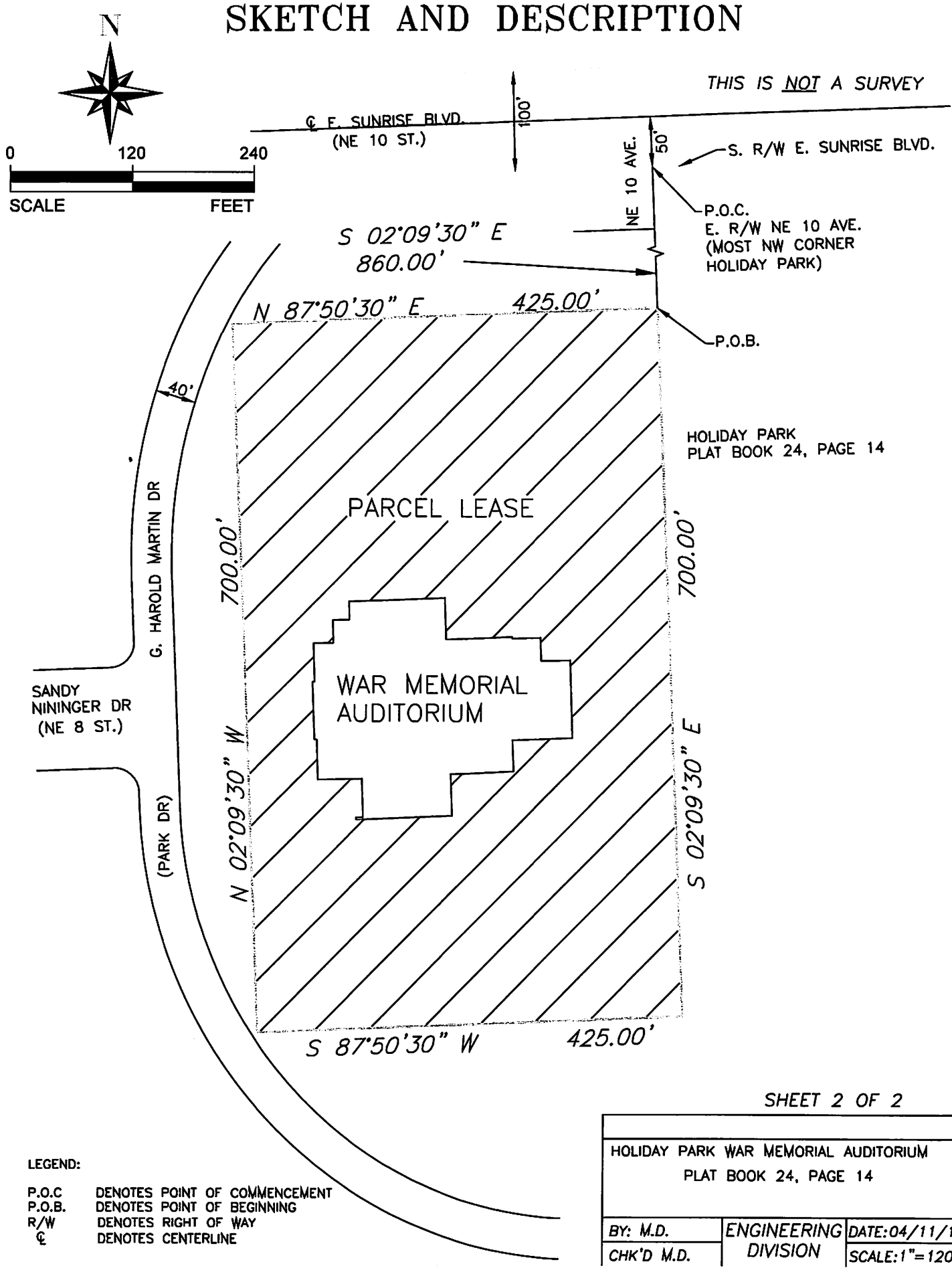
DATED: APRIL 11, 2019

MICHAEL W. DONALDSON _____
PROFESSIONAL SURVEYOR AND MAPPER NO. 6490
STATE OF FLORIDA

HOLIDAY PARK WAR MEMORIAL AUDITORIUM
PLAT BOOK 24, PAGE 14

BY: M.D.	ENGINEERING DIVISION	DATE:04/11/19
CHK'D M.D.		SCALE: N/A

SKETCH AND DESCRIPTION



SHEET 2 OF 2

LEGEND:

P.O.C	DENOTES POINT OF COMMENCEMENT
P.O.B.	DENOTES POINT OF BEGINNING
R/W	DENOTES RIGHT OF WAY
℄	DENOTES CENTERLINE

HOLIDAY PARK WAR MEMORIAL AUDITORIUM
PLAT BOOK 24, PAGE 14

BY: M.D.	ENGINEERING DIVISION	DATE:04/11/19
CHK'D M.D.		SCALE:1"=120'

EXHIBIT "D"

PERMISSIBLE USES

LESSEE is a Florida Social Purpose Corporation whose mission is to provide public benefits by (i) renovating War Memorial Auditorium for public recreation and sports; (ii) provide facilities for public skating, recreational hockey, youth hockey, youth figure skating, indoor lacrosse, indoor soccer and other sports and fitness activities, and (iii) improve human health and fitness.

LESSOR agrees that the following are Permissible Uses:

- Public Skating, Figure Skating, Youth Hockey, Recreational Hockey and related activities
- Indoor Lacrosse, Indoor Soccer, Other Sports and Fitness Activities

OTHER PERMITTED ACTIVITIES:

- Professional Sports Training
- Sale of all ice and in-line skating and hockey-related merchandise and sundry items
- All ice and in-line skating and hockey equipment repairs
- All skating and hockey special events

(The term "skating" used above shall mean all ice skating, roller skating, and in-line skating where applicable)

- Beverage sales including soft drinks, juices and all other non-alcoholic beverages/drinks, both can and fountain
- Liquor, beer and wine
- Soft drink vending machines
- Amusement game machines in addition to hockey-related amusement devices (i.e., "air-hockey," or similar game)
- Food and beverage concessions
- Merchandise concessions
- Corporate and promotional events
- Birthday and similar celebratory parties

- Charity events
- Tournaments (Local, Regional and International)
- Contests
- Other Uses that do not Compete with Performances at Parker Playhouse

2L6
6/20/19

COMMISSION AGENDA ITEM DOCUMENT ROUTING FORM

Today's Date: June 11, 2019

DOCUMENT TITLE: Lease Agreement – War Memorial

COMM. MTG. DATE: 4/16/19 **CAM #:** 19-0409 **ITEM #:** PH-4 **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: 6/12/19 **AEB** Initials

---

3) City Clerk's Office: # of originals: 2 **Routed to:** Donna Varisco/CMO/X5013 **Date:** 6/12/19

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4) City Manager's Office: CMO LOG #: June.48 Date received from CCO: 6/12/19

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:** 6/14/19

---

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 1 original and forwards 1 original(s) to: Luisa Agathon / CMO / Ext. 5271 ***(Name/Dept/Ext)***

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

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