

ORIGINAL

**LEASE AGREEMENT BETWEEN**  
**REGENT BANK PROJECT FINANCE, INC.,**  
**AS LANDLORD, AND**  
**FORT LAUDERDALE COMMUNITY**  
**REDEVELOPMENT AGENCY**  
**AS TENANT**

**DATED SEPTEMBER 15, 2016**

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## BASIC LEASE INFORMATION

**Lease Date:** SEPTEMBER 15, 2016

**Landlord:** REGENT BANK PROJECT FINANCE, INC., a Florida corporation.

**Tenant:** FORT LAUDERDALE COMMUNITY REDEVELOPMENT AGENCY, a corporate and politic body of the State of Florida.

**Leased Premises:** Suites 100, 103 and 200 (the "Leased Premises"), which contain 8,396 +/- square feet of net rentable area (the "Net Rentable Area"), as defined in the Leased Premises section of the Lease, located in the 914 Building (the "914 Building"), in the office/retail development commonly known as Sixth Street Plaza (the "Property"), which encompasses street addresses 900, 914 and 930 Northwest Sixth Street, Fort Lauderdale, Florida 33311. The land on which the 914 Building is located (the "Land") is described on attached Exhibit "A" to the Lease and the floor plans of the 914 Building are outlined on attached Exhibit "B" to the Lease. The term "Property" includes the related land, buildings, driveways, parking facilities, and similar improvements.

**Term:** The "Term" shall be Sixty (60) months, commencing on July 1, 2016 (the "Commencement Date") and ending at 5:00 P.M. on June 30, 2021, subject to adjustment and earlier termination as provided in the Lease.

**Base Rent  
for Suites 100  
and 200:**

As used herein, the term "Base Rent" shall be the following amounts for Suites 100 and 200, as outlined on Exhibit "B" and comprised of 6,136 square feet, for the following periods of time:

Period	Annual Base Rent Per Square Foot	Base Rent For Period	Monthly Base Rent
07/01/16 - 06/30/17	\$10.00	\$61,360.00	\$5,113.33
07/01/17 - 06/30/18	\$10.30	\$63,200.80	\$5,266.73
07/01/18 - 06/30/19	\$10.61	\$65,102.96	\$5,425.25
07/01/19 - 06/30/20	\$10.93	\$67,066.48	\$5,588.87
07/01/20 - 06/30/21	\$11.26	\$69,091.36	\$5,757.61

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**First Month's  
Base Rent for**

**Suites 100 and 200:** Five Thousand One Hundred Thirteen and 33/100 Dollars (\$5,113.33), which represents payment of Base Rent for the first full calendar month of the Lease commencing July 1, 2016.

**First Month's  
Additional Rents  
for Suites 100  
and 200:**

Three Thousand Three Hundred Twenty-Three and 67/100 Dollars (\$3,323.67), which represents payment of Additional Rents for the first full calendar month of the Lease commencing July 1, 2016.

**Base Rent  
for Suite 103:**

As used herein, the term "**Base Rent**" shall be the following amounts for Suite 103, as outlined on Exhibit "B" and comprised of 2,260 square feet, for the following periods of time:

Period	Annual Base Rent Per Square Foot	Base Rent For Period	Monthly Base Rent
01/01/17 - 06/30/17	\$12.00	\$13,560.00	\$2,260.00
07/01/17 - 06/30/18	\$12.36	\$27,933.60	\$2,327.80
07/01/18 - 06/30/19	\$12.73	\$28,769.80	\$2,397.48
07/01/19 - 06/30/20	\$13.11	\$29,628.60	\$2,469.05
07/01/20 - 06/30/21	\$13.50	\$30,510.00	\$2,542.50

**First Month's  
Base Rent for  
Suite 103:**

Two Thousand Two Hundred Sixty and 00/100 Dollars (\$2,260.00), which represents payment of Base Rent for the first full calendar month of the Lease commencing January 1, 2017.

**First Month's  
Additional Rents  
for Suite 103:**

One Thousand Two Hundred Twenty-Four and 17/100 Dollars (\$1,224.17), which represents payment of Additional Rents for the first full calendar month of the Lease commencing January 1, 2017.

**Lease Month:**

As used herein, the term "**Lease Month**" shall mean each calendar month during the Term (and if the Commencement Date does not occur on the first day of a calendar month, the period from the Commencement Date to the first day of the next calendar month shall be included in the first Lease Month for purposes of determining the duration of the Term and the monthly Rent rate applicable for such partial month).



**Security Deposit:** None required.

**Rent:** As used herein, the term "**Rent**" shall mean Base Rent, Tenant's Proportionate Share of Additional Rent and Taxes, and all other sums that Tenant may owe to Landlord or otherwise be required to pay under the Lease.

**Permitted Use:** **Administrative Offices for Community Redevelopment and Municipal Purposes.**

**Tenant's  
Proportionate  
Share:**

**36.75%**, which is the percentage obtained by dividing the **8,396** square feet of Net Rentable Area in the Leased Premises by the **22,846** square feet of Net Rentable Area in the Property. Landlord and Tenant stipulate that the number of square feet of Net Rentable Area in the Leased Premises and in the Property set forth above shall be binding upon them.

**Base Year  
For Additional  
Rent:**

The base year for calculating Additional Rents shall be **2016**. Annual increases in any Landlord-controllable Operating Expenses shall be limited to five percent (5%) over the prior year's expense. Operating Expenses such as, but not limited to, property insurance, utilities and public services shall not be subject to the five percent (5%) cap. There shall be no limit on annual increases in Impositions, if any.

**Initial Liability**

**Insurance Amount:** **Tenant is self-insured and will provide proof of same.**

**Tenant  
Improvements:**

In regard to the **2,260** square feet of unfinished space comprising Suite 103, Landlord will furnish and install, at its sole cost and expense, the Tenant Improvements depicted on attached **Exhibit "C"** (Proposed Floor Plan). Complete "working drawings" shall be attached to the Lease upon approval and issuance of a building permit(s) by the City of Fort Lauderdale Department of Sustainable Development. Landlord will use its commercially acceptable "best efforts" to complete the construction of the Tenant Improvements by **December 31, 2016**. Landlord warrants that the Tenant Improvements shall be free from defects in materials and workmanship for a period of one year from the date of substantial completion. Landlord shall correct any defects reported to it within the one year warranty period. Landlord has made no other warranty, express or implied, or representation as to fitness or suitability and otherwise Tenant accepts the Leased Premises "as is."



**Renewal Option:** Provided no Event of Default exists and Tenant is occupying the entire Leased Premises at the time of such election, Tenant may renew this Lease for two (2) additional periods of two (2) years at a Base Rent of the lower price of either a five percent (5%) increase of the Base Rent of the last lease year contained in this Lease or ninety five percent (95%) of the then market rate, by delivering written notice of the exercise thereof to Landlord not earlier than two hundred seventy (270) days or later than one hundred eighty (180) days before the expiration of the Term. If Tenant timely notifies Landlord of Tenant's acceptance of its' option to renew, then, on or before the commencement date of the extended Term, Landlord and Tenant shall execute an amendment to this Lease extending the Lease Term on the same terms provided in this Lease, except as follows:

(a) Tenant shall have no further renewal option unless expressly granted by Landlord in writing; and

(b) Landlord shall lease to Tenant the Leased Premises in its then-current condition, and Landlord shall not provide to Tenant any allowances (e.g., moving allowance, construction allowance, and the like) or other Tenant inducements.

**Tenant's Address:** For all Notices:

With a copy to:

Fort Lauderdale Community  
Redevelopment Agency  
914 Northwest Sixth Street  
Suite 200  
Fort Lauderdale, Florida 33311  
Attention:  
Telephone:  
Telecopy:

Fort Lauderdale City Attorney  
100 North Andrews Avenue  
7<sup>th</sup> Floor  
Fort Lauderdale, Florida 33301  
Attention: City Attorney  
Telephone:  
Telecopy:

**Landlord's  
Address:**

For all Notices:

Regent Bank Project  
Finance, Inc.  
2205 S. University Drive  
Fort Lauderdale, Florida 33324  
Attention: Dawn Calder

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LS

Telephone: 561-474-5000  
Telecopy: 561-474-7239

The foregoing Basic Lease Information is incorporated into and made a part of the Lease identified above. If any conflict exists between any Basic Lease Information and the Lease, then the Lease shall control.

**LANDLORD:**

Regent Bank Project Finance, Inc.

By

Title President + CEO  
DAVID SELESKI

**WITNESSES:**

*[Signature]*

Dawn Calder

Print Name

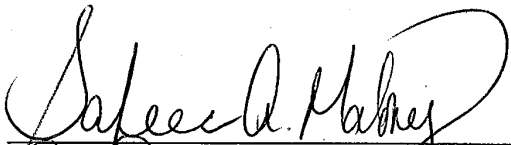
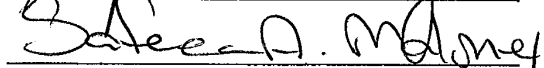
*[Signature]*

Korianne M. Smith

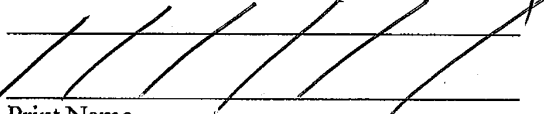
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**ADDITIONAL SIGNATURES ON FOLLOWING PAGE.**

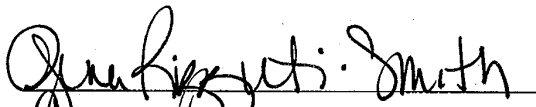
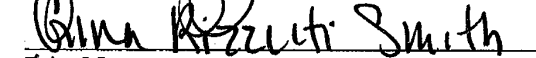
WITNESSES:

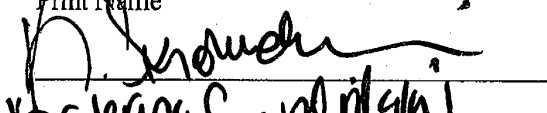
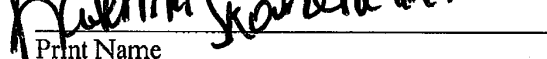
Print Name



Print Name

Print Name

Print Name

ATTEST:



Jeffrey A. Modarelli, CRA Secretary

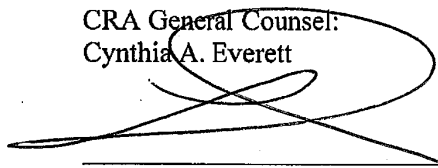
AGENCY (TENANT):

Fort Lauderdale Community  
Redevelopment Agency

By   
John R. "Jack" Seiler, Chairman

By   
Lee R. Feldman, Executive Director

CRA General Counsel:  
Cynthia A. Everett

  
Lynn Solomon, Assistant General Counsel



## SIXTH STREET PLAZA

### STANDARD OFFICE BUILDING LEASE

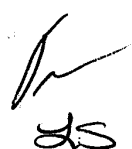
THIS LEASE AGREEMENT, with an effective date of **July 1, 2016**, (sometimes hereinafter referred to as the "Lease") made and entered into this 15 day of **September, 2016**, by and between **REGENT BANK PROJECT FINANCE, INC.**, (hereinafter called "**LANDLORD**"), a Florida corporation, whose address for the purposes hereof is 2205 South University Drive, Davie, Florida 33324, and **FORT LAUDERDALE COMMUNITY REDEVELOPMENT AGENCY**, (hereinafter called "**TENANT**"), a corporate and politic body of the State of Florida, whose address for purposes hereof is 914 Northwest Sixth Street, Suite 200, Fort Lauderdale, Florida 33311.

WITNESSETH:

#### LEASED PREMISES:

1. Subject to and upon the terms, provisions, covenants and conditions hereinafter set forth, and each in consideration of the duties, covenants and obligations of the other hereunder, LANDLORD does hereby lease, demise and let to TENANT Suites 100, 103 and 200, which contain 8,396 +/- square feet of Net Rentable Area (hereinafter defined) (the "**Leased Premises**"), located in the 914 Building (the "**914 Building**"), in the office/retail development commonly known as Sixth Street Plaza (the "**Property**"), which encompasses street addresses 900, 914 and 930 Northwest Sixth Street, Fort Lauderdale, Florida 33311. The land on which the 914 Building is located (the "**Land**") is described on attached **Exhibit "A"** to the Lease and the floor plans of the 914 Building are outlined on attached **Exhibit "B"** to the Lease. The term "**Property**" includes the related land, buildings, driveways, parking facilities, and similar improvements.

The term "**Net Rentable Area**" as used herein, shall refer to (i) all space measured from the outside surface of the outer glass of a building to the outside surface of the opposite outer wall, including, but not limited to, all columns, inside walls and fixtures, and (ii) in the case of a multi-tenancy building, all space within the outside surface of the outer wall enclosing the tenant occupied portion of the floor and measured to the midpoint of the walls separating areas leased by or held for lease to other tenants, including, but not limited to, all columns, inside walls and fixtures, and (iii) in the case of a single tenancy floor, all space measured from the outside surface of the outer glass of a building to the outside surface of the opposite outer wall, excluding only the areas ("**Service Areas**") within the outside walls used for building stairs, fire towers, elevator shafts, ducts, vents, pipe shafts and vertical ducts, but including any such areas which are for the specific use of the particular tenant such as special stairs or elevators, and (iv) in the case of a multi-tenancy floor, all space within the outside surface of the outer glass enclosing the tenant occupied portion of the floor and measured to the midpoint of the walls separating areas leased by or held for lease to other tenants from areas devoted to corridors, elevator





foyers, rest rooms and other similar facilities for the use of all tenants on the particular floor (hereinafter sometimes called "Common Areas"), but including a proportionate part of the Common Area located on such floor.

No deduction from Net Rentable Areas are made for columns necessary to a building. The Net Rentable Areas in the Leased Premises and in the 914 Building have been calculated on the basis of the foregoing definition and are hereby stipulated above as to the Leased Premises, whether the same should be more or less as a result of minor variations resulting from actual construction and completion of the Leased Premises for occupancy so long as such work is done substantially in accordance with the approved plans.

**TERM:**

2. This Lease shall be for the term of **sixty (60)** months commencing on the **1<sup>st</sup>** day of **July, 2016**, and ending on the **30<sup>th</sup>** day of **June, 2021**, (hereinafter referred to as the "Lease Term" or "Term") unless sooner terminated or extended as provided herein. If the LANDLORD is unable to give possession of the Leased Premises on the date of the commencement of the aforesaid Lease Term by reason of the holding over of any prior tenant or tenants or for any other reasons, an abatement or diminution of the Rent to be paid hereunder shall be allowed TENANT under such circumstances until possession is given to TENANT. The Term of the Lease shall then commence on the first day of the month of such occupancy ("Commencement Date") and continue until the end of the Lease Term which shall be extended by the delay in occupancy. Said abatement or diminution in Rent shall be the full extent of LANDLORD'S liability to TENANT for any loss or damage to TENANT on account of said delay in obtaining possession of the Leased Premises. There shall be no delay in the commencement of the Term of this Lease and/or payment of Rent where TENANT fails to occupy the Leased Premises when same are ready for occupancy, or when LANDLORD shall be delayed in substantially completing such Leased Premises as a result of:

- (a) TENANT'S failure to promptly approve working drawings and plans, or;
- (b) TENANT'S failure to approve cost estimates within one (1) week, or;
- (c) TENANT'S failure to promptly select materials, finishes, or installation, or;
- (d) TENANT'S changes in plans (notwithstanding LANDLORD'S approval of any such changes), or;
- (e) Any other act of omission by TENANT or its agents, or failure to promptly make other decisions, necessary to the preparation of the Leased Premises for occupancy.

The commencement of the Term and the payment of Rent shall not be affected, delayed or deferred on account of any of the foregoing. For the purposes of this paragraph, the Leased Premises shall be deemed substantially completed and ready for occupancy by TENANT when LANDLORD'S Supervising Architect or Construction Manager certifies in writing that the work required of LANDLORD, if any, has been substantially completed in accordance with said approved plans and specifications.



Taking possession of the Leased Premises by TENANT shall be conclusive evidence against TENANT that the Leased Premises were in good and satisfactory condition when possession was taken. This Lease does not grant any right to light or air over or about the Leased Premises, Building or Property.

**BASE RENT:**

3. TENANT agrees to pay LANDLORD a total "**Base Rental**" of **Four Hundred Fifty-Six Thousand Two Hundred Twenty-Three and 60/100 Dollars (\$456,223.60)** for the initial term of the Lease being a Base Rental of **Thirty Thousand Six Hundred Eighty and 00/100 Dollars (\$30,680.00)** for the period of **July 1, 2016, through December 31, 2016**, payable in equal monthly installments of **Five Thousand One Hundred Thirteen and 33/100 Dollars (\$5,113.33)**, which is computed at a Base Rental of **Ten and 00/100 Dollars (\$10.00)** per rentable square foot per annum for only **Suites 100 and 200** and a Base Rental of **Forty-Four Thousand Two Hundred Forty and 00/100 Dollars (\$44,240.00)** for the period of **January 1, 2017, through June 30, 2017**, payable in equal monthly installments of **Seven Thousand Three Hundred Seventy-Three and 33/100 Dollars (\$7,373.33)**, which is computed at a Base Rental of **Ten and 00/100 Dollars (\$10.00)** per rentable square foot per annum for only **Suites 100 and 200** and **Twelve and 00/100 Dollars (\$12.00)** per rentable square foot per annum for only **Suite 103**, for each and every calendar month of the Term of this Lease, subject to increases as outlined in the attached "**Basic Lease Information**", in money of the United States of America, in care of Halliday Group Realty Management, Inc., 1800 Southeast Tenth Avenue, Suite 300, Fort Lauderdale, Florida 33316.

The annual Base Rent is payable in equal monthly installments as specified above, on the first day of each month hereafter ensuing the first payment of which shall be due and payable on the **first day of July, 2016**. If the Term of this Lease commences on any day of a month excepting the first day, TENANT shall pay LANDLORD Base Rent as provided for herein for such commencement month on a pro rata basis (such proration to be based on the actual number of days in the commencement month) and the first month's Base Rent paid by TENANT, if any, upon execution of this Lease shall apply and be credited to the next full month's Base Rent due hereunder. Base Rent for any partial month of occupancy at the end of the Term of this Lease will be prorated, such proration to be based on the actual number of days in the partial month.

In addition to Base Rental, TENANT shall and hereby agrees to pay to LANDLORD each month a sum equal to any sales tax, tax on rentals, and any other charges, taxes and/or impositions now in existence or hereafter imposed based upon the privilege of renting the space leased hereunder or upon the amount of rentals collected therefore. Nothing herein shall, however, be taken to require TENANT to pay part of any federal and state taxes on income imposed upon LANDLORD.

**Notwithstanding anything above to the contrary, TENANT is exempt from sales taxes and TENANT shall provide proof (Consumer's Certificate of Exemption) as**

same may be updated by the State of Florida. Tenant is a municipal corporation and the Leased Premises are being used for municipal purposes.

If TENANT'S Base Rent or any other "**Additional Rents**" (as such term is hereinafter defined) shall be unpaid for more than **fifteen (15)** days past its due date, then TENANT shall pay an administrative charge of **ten percent (10%)** of the amount past due to LANDLORD. Any amounts remaining due and unpaid will accrue interest at the maximum legally prevailing rate from the date that the payment becomes due through the date paid. In the event that TENANT'S check shall be dishonored by the bank for non-sufficient funds, uncollected funds, or stop payment by TENANT, TENANT shall pay to LANDLORD, an additional **FIFTY DOLLARS AND NO CENTS (\$50.00)** or **five percent (5%)** of the amount of the check, whichever is greater as allowable by law.

#### ADDITIONAL RENTS:

- 4A. In addition to the Base Rent as provided above, the TENANT shall pay as Additional Rents annual operating expenses (hereinafter called the "**Operating Expenses**") in the amount of **Forty-Seven Thousand Two Hundred Twenty-Nine and 00/100 Dollars (\$47,229.00)** being comprised of Additional Rents of **Nineteen Thousand Nine Hundred Forty-Two and 00/100 Dollars (\$19,942.00)** for the period of **July 1, 2016, through December 31, 2016**, payable in equal monthly installments of **Three Thousand Three Hundred Twenty-Three and 67/100 Dollars (\$3,323.67)**, for only Suites 100 and 200, and Additional Rents of **Twenty-Seven Thousand Two Hundred Eighty-Seven and 00/100 Dollars (\$27,287.00)** for the period of **January 1, 2017, through June 30, 2017**, payable in equal monthly installments of **Four Thousand Five Hundred Forty-Seven and 83/100 Dollars (\$4,547.83)**, for Suites 100, 200 and 103, both periods being computed at a Base Year (which the parties hereto agree shall be calendar year 2016) rate of **Six and 50/100 Dollars (\$6.50)** per rentable square foot per annum for each and every calendar month of the Term of this Lease, subject to adjustment pursuant to this Paragraph 4A, in money of the United States of America, in care of Halliday Group Realty Management, Inc., 1800 Southeast Tenth Avenue, Suite 300, Fort Lauderdale, Florida 33316.

The total Operating Expenses is payable in equal monthly installments as specified above, on the first day of each month hereafter ensuing the first payment of which shall be due and payable on the **first day of July, 2016**. If the Term of this Lease commences on any day of a month other than the first day, TENANT shall pay LANDLORD Operating Expenses as provided for herein for such commencement month on a pro rata basis (such proration to be based on the actual number of days in the commencement month) and the first month's Operating Expenses paid by TENANT, if any, upon execution of this Lease shall apply and be credited to the next full month's Operating Expenses due hereunder. Operating Expenses for any partial month of occupancy at the end of the Term of this Lease will be prorated, such proration to be based on the actual number of days in the partial month.

In the event the cost to the LANDLORD for the Operating Expenses of the Property, as hereinafter defined, during any calendar year of the Lease Term subsequent to the Base Year shall exceed the cost to the LANDLORD for the Operating Expenses of the Property during



the Base Year, then TENANT shall pay to LANDLORD as Additional Rents TENANT'S "Proportionate Share" (as such term is hereinafter defined) of the increase, if any in such costs for each calendar year, over the Base Year Operating Expenses. LANDLORD shall notify TENANT within one hundred twenty (120) days after the end of the Base Year and each calendar year thereafter during the Term hereof, of the amount that is TENANT'S Proportionate Share. The Proportionate Share shall be due and payable upon receipt of the notice from LANDLORD of same. The Proportionate Share to be paid by the TENANT shall be the percentage that the Net Rentable Area then leased by the TENANT, which is 8,396 square feet, bears to the Total Net Rentable Area contained in the Property, which is 22,846 square feet. The amount of such Additional Rents, if any, shall be determined in accordance with the following formula: Net Rentable Area of the Leased Premises divided by Total Net Rentable Area of the Building (the "Proportionate Share") multiplied by any increase in Operating Expenses over the Operating Expenses of the Base Year equals Additional Rents due from TENANT except that such Additional Rents shall be prorated for any partial calendar year following the commencement of the Lease Term.

The City shall have the right to audit the books, records and accounts of Landlord related to operating expenses and impositions. Landlord shall keep and maintain accurate books and records relating to operating expenses and impositions including payments to to all parties including, vendors, contractors, employees and agents of Landlord and a detailed description of the use of the funds by said party. The book, records and accounting shall be maintained in accordance with generally accepted accounting principles and shall be made available for examination by the City during the term of the Lease.

The term "**Operating Expenses**" as used herein shall mean the cost of all expenses, cost and disbursements of every kind and nature which LANDLORD shall pay or become obligated to pay because of or in connection with the ownership, maintenance and/or operation of the Property computed on the accrual basis. By way of explanation and clarification, but not by way of limitation, these Operating Expenses will include the following:

- a) Wages and salaries of all employees engaged in operation and maintenance of the Property, employer's social security and Medicare taxes, unemployment taxes or insurance, and any other taxes which may be levied on such wages and salaries, the cost of disability and hospitalization insurance, the cost of worker's compensation insurance and rental insurance customarily supplied by LANDLORD, and any other insurance supplied by LANDLORD, pension or retirement benefits, or any other fringe benefits for such employees.
- b) All supplies and materials used in the operation and maintenance of the Property.
- c) Cost of all utilities including water, sewer, electricity, gas and fuel oil and such other energy sources used by the Property and not charged directly to TENANT or another tenant.
- d) Cost of customary property management fees and costs, janitorial services, trash, garbage and bulk trash removal, servicing and maintenance and/or monitoring of all systems and equipment, including, but not limited to, elevators, plumbing, heating, air conditioning, ventilating, lighting, electrical, security and fire alarms.

fire pumps, fire extinguishers, exit lights, painting, window cleaning, landscaping and gardening, pest control, maintenance and repair of roof, maintenance, painting and sealing of parking areas, fire protection, signage costs and services contracts, and legal and accounting fees and costs related only to the common elements and costs of operating of the Property.

- e) Cost of casualty and liability insurance applicable to the Property and LANDLORD'S personal property used in connection therewith.
- f) All taxes, assessments, impositions, and governmental charges, including real estate taxes, whether federal, state, county or municipal, and whether they be taxing districts or authorities presently taxing the Leased Premises and/or Property or by others, subsequently created or otherwise, and any other taxes, assessments and impositions, attributable to the Property or its operation excluding however, federal and state taxes on income.
- g) Cost of Capital Improvement items installed for the purpose of reducing costs.
- h) See attached Exhibit "E" for items excluded from recoverable Operating Expenses.

LANDLORD agrees to maintain accounting books and records reflecting Operating Expenses of the Property in accordance with generally accepted accounting principles.

In the event the Operating Expenses in any year after the Base Year are reduced because of a major capital improvement or by the use of automation, then the Operating Expenses for the Base Year shall be reduced for the purpose of determining Additional Rents as though such improvement or automation was in effect during the Base Year.

LANDLORD shall notify TENANT within one hundred twenty (120) days after the end of the Base Year and each calendar year thereafter during the Term hereof, of the amount which LANDLORD estimates (as evidenced by budgets prepared by or on behalf of LANDLORD) will be the amount of TENANT'S Proportionate Share of increases in Operating Expenses for the then current calendar year and TENANT shall pay such sum in advance to LANDLORD in equal monthly installments during the balance of said calendar year, on the first day of each remaining month in said calendar year commencing on the first day of the first month following TENANT'S receipt of such notification. Within one hundred twenty (120) days following the end of each calendar year after the Base Year, LANDLORD shall submit to TENANT a statement showing the actual amount which should have been paid by TENANT with respect to increases in Operating Expenses for the past calendar year, the amount thereof actually paid during that year by TENANT with respect to increases in Operating Expenses for the past calendar year and the amount of the resulting balance due thereon, or overpayment thereof, as the case may be. Said statement shall become final and conclusive between the parties, their successors and assigns as to the matters set forth therein unless LANDLORD receives written objections with respect thereto within said thirty (30) day period. Any balance shown to be due pursuant to said statement shall be paid by TENANT to LANDLORD within thirty (30) days following TENANT'S receipt thereof and any overpayment shall be credited against TENANT'S obligation to pay expected additional rent in connection with anticipated increases in Operating Expenses or, if by

reason of any termination of the Lease no such future obligation exists, refunded to TENANT. Anything herein to the contrary notwithstanding, TENANT shall not delay or withhold payment of any balance shown to be due pursuant to a statement rendered by LANDLORD to TENANT, pursuant to the terms hereof, because of any objection which TENANT may raise with respect thereof and LANDLORD shall credit any overpayment found to be owing to TENANT against TENANT'S proportionate share of increases in Operating Expenses for the then current calendar year (and future calendar years, if necessary) upon the resolution of said objection or, if at the time of the resolution of said objection the Lease Term has expired, refund to TENANT any overpayment to be owing to TENANT.

Additional Rents, due by reason of the provisions of this subparagraph 4A for the final months of this Lease, is due and payable even though it may not be calculated until subsequent to the termination date of this Lease; the Operating Expenses for the calendar year during which the Lease terminates shall be prorated according to that portion of said calendar year that this Lease was actually in effect. If in any calendar year following the Base Year, the increase in Operating Expenses is negative, no Additional Rents is to be charged, but Additional Rents shall nevertheless be collected at the last year's rate and adjusted thereafter.

- 4B. In the event that "**Impositions**" (as such term is hereinafter defined) against the Property is increased during any calendar year of the Lease Term subsequent to the Base Year over the amount of said Impositions during the Base Year, then TENANT shall pay to LANDLORD, as Additional Rents, TENANT'S Proportionate Share of the increases over the Base Year in such Impositions for each calendar year, if any.

The term "**Impositions**" as used herein shall mean all impositions, taxes, assessments (special or otherwise), water and sewer assessments and other governmental liens, except for code enforcement liens, or charges of any and every kind, nature and sort whatsoever, ordinary and extraordinary, foreseen and unforeseen and substitutes therefor, including all taxes whatsoever (except only those taxes of the following categories: any inheritance, estate, succession, transfer or gift taxes imposed upon LANDLORD or any income taxes specifically payable by LANDLORD as a separate tax paying entity without regard to LANDLORD'S income source as arising from or out of the Property) attributable in any manner to the Property or the "Rents" (as such term is hereinafter defined) receivable therefrom, or any part thereof, or any use thereon, or any facility located therein or used in conjunction therewith or any charge or other payment required to be paid to any governmental authority, whether or not any of the foregoing shall be designated "real estate tax," "sales tax," "rental tax," "excise tax," "business tax," or designated in any other manner.

LANDLORD shall notify TENANT, within one hundred twenty (120) days after the end of the Base Year and each calendar year thereafter, of the amount which (as evidenced by budgets prepared by or on behalf of LANDLORD) will be the amount of TENANT'S Proportionate Share of increases in Impositions for the then current calendar year and TENANT shall pay such sum to LANDLORD in equal monthly installments during the



balance of said calendar year, in advance on the first day of each month commencing on the first day of the first month following TENANT'S receipt of such notification. Within one hundred twenty (120) days following the end of each calendar year after the Base Year, LANDLORD shall submit to TENANT a statement, together with a copy of said bill or statement, showing the actual amount to be paid by TENANT in the year in question with respect to increases in Impositions for such year, the amount thereof theretofore paid by TENANT and the amount of the resulting balance due thereon, or overpayment thereof, as the case may be. Any balance shown to be due pursuant to said statement shall be spread over the remaining months of the year and be paid by TENANT to LANDLORD or after the close of the calendar year within ten (10) days following TENANT'S receipt thereof and any overpayment shall be immediately credited against TENANT'S obligation to pay such Additional Rents in connection with increased Impositions in later years, or, if no such future obligation exists, be refunded to TENANT.

Additional Rents, due by reason of the provisions of this subparagraph 4B for the final months of this Lease, shall be payable even though the amount thereof is not determinable until subsequent to the termination of the Lease; the Impositions for the calendar year during which the Lease terminates shall be prorated according to that portion of said calendar year that this Lease was actually in effect. TENANT expressly agrees that LANDLORD, at LANDLORD'S sole discretion, may apply the Security Deposits specified in Paragraph 7 hereof, if any, in full or partial satisfaction of any Additional Rents due for the final months of this Lease by reason of the provisions of this subparagraph 4B. If said Security Deposit is greater than the amount of such Additional Rents and there are no other sums or amounts owed LANDLORD by TENANT by reason of any other terms, provisions, covenants or conditions of this Lease, then LANDLORD shall refund the balance of said Security Deposit to TENANT as provided in Paragraph 7 hereof. Nothing herein contained shall be construed to relieve TENANT, or imply that TENANT is relieved, of the liability for or the obligation to pay any Additional Rents due for the final months of this Lease by reason of the provisions of this subparagraph 4B if said Security Deposit is less than such Additional Rents, nor shall LANDLORD be required to first apply said Security Deposit to such Additional Rents if there are any other sums of amounts owed LANDLORD by TENANT by reason of any of the terms, provisions, covenants or conditions of this Lease. If in any calendar year the increase in Impositions is negative, no Additional Rents is to be charged, but rent shall be collected at the last year's rate and adjusted thereafter.

- 4C. It is the intention of the parties hereto to provide that the TENANT shall pay in advance of their due rent TENANT'S Proportionate Share of increases in Operating Expenses and Impositions, collectively called the "**Additional Rents**", and to share in reduction only by category to the end that an increase in Operating Expenses and Impositions shall not be offset by a decrease in taxes and impositions and vice versa. In no event shall the Rent be reduced by reason of decreases in Operating Expenses and/or Impositions. Failure of LANDLORD to provide the statements called for hereunder within the time frame prescribed shall not relieve TENANT from its obligations hereunder.



- 4D. With respect to any calendar year or partial calendar year in which the Property is not occupied to the extent of ninety-five percent (95%) of the Net Rentable Area thereof, the Additional Rents for such period shall, for the purposes hereof, be increased to the amount which would have been incurred had the Property been occupied to the extent of ninety-five percent (95%) of the Net Rentable Area thereof.
- 4E. Notwithstanding anything above to the contrary, Landlord and Tenant agree that Tenant shall receive a Rent credit pursuant to attached Exhibit "D".

INCREASE IN RENT:

5. See "Basic Lease Information" for Base Rent increases.

TIME OF PAYMENT:

6. TENANT agrees: that TENANT will promptly pay said "Rents" (Base Rent as the same may be adjusted from time to time pursuant to Paragraph 3 and 5 and Additional Rents) without written notice from LANDLORD, at the times and place stated above; that TENANT will pay charges for work performed on order of TENANT, and any other charges that accrue under this Lease; that, if any part of the Rents or above mentioned charges shall remain due and unpaid for thirty (30) calendar days next after the same shall become due and payable, LANDLORD shall have the option (in addition to all other rights and remedies available to it by law and in equity) of declaring the balance of the entire Rents for the entire Term of this Lease to be immediately due and payable, and LANDLORD may then proceed to collect all of the unpaid Rents called for by this Lease by distress or otherwise.

SECURITY DEPOSIT:

7. Intentionally omitted.

USE:

8. The TENANT will use and occupy the Leased Premises for the following use or purpose and for no other use or purpose: Administrative Offices for Community Redevelopment and Municipal Purposes. TENANT shall supply LANDLORD with a current copy of all required Occupational and/or other license(s), unless exempt, prior to occupancy or within seven (7) calendar days thereof. TENANT shall also furnish a copy of each yearly renewal license(s) to the LANDLORD within seven (7) calendar days of receipt of such license(s). Failure to submit copies to LANDLORD and/or failure to obtain such occupational and/or other license(s) shall be considered a breach of this Lease and TENANT shall hereby be in default of this Lease.

QUIET ENJOYMENT:

9. Upon payment by TENANT of the rents herein provided, and upon the observance and

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performance of all terms, provisions, covenants and conditions on TENANT'S part to be observed and performed, TENANT shall, subject to all of the terms, provisions, covenants and conditions of this Lease Agreement, peaceably and quietly hold and enjoy the Leased Premises for the Term hereby demised.

#### INSURANCE PREMIUMS:

10. If the LANDLORD'S insurance premiums exceed the standard premium rates because the nature of TENANT'S operation results in extra hazardous exposure, then TENANT shall, upon receipt of appropriate invoices from LANDLORD, reimburse LANDLORD for such increase in premiums. It is understood and agreed between the parties hereto that any such increase in premiums shall be considered as Rents due and shall be included in any lien for Rents.

#### RULES AND REGULATIONS:

11. TENANT agrees to comply with all rules and regulations LANDLORD may adopt from time to time for operation of the Property and parking areas and protection and welfare of Property and parking areas, its tenants, visitors and occupants. The present rules and regulations, which TENANT hereby agrees to comply with, entitled "Rules and Regulations" are attached hereto and are by this reference incorporated herein. Any future rules and regulations shall become a part of this Lease, and TENANT hereby agrees to comply with the same upon delivery of a copy thereof to TENANT, provided the same do not materially deprive TENANT of its rights established under this Lease.

#### GOVERNMENTAL REQUIREMENTS:

12. TENANT shall faithfully observe in the use of the Leased Premises all municipal and county ordinances and codes and state and federal statutes now in force or which may hereafter be in force.

#### SERVICES:

13. LANDLORD will furnish the following services to TENANT:
  - (A) TENANT shall be responsible for its own electric and water service which are separately metered. LANDLORD shall be responsible for providing TENANT with the following maintenance services:
    - repair and replacement of the electrical and lighting systems;
    - repair and replacement of the plumbing fixtures;
    - inspection, repair and replacement of fire/life safety systems and equipment, including fire extinguishers;
    - maintenance, repair and replacement of the air conditioning system(s);
    - maintenance and repairs that may be required due to normal wear and tear.

TENANT shall not be required to replace the roof, install new air conditioning systems or make any capital improvements to the Building.

- (B) Maintenance of the Common Areas which shall include janitorial service in the first floor lobby and elevator cab, automatically operated elevator service, public stairs, electrical current for common area lighting, incidentals, and water at those points of supply provided for general use and benefit of its tenants at all times and on all days throughout the year.

Such services shall be provided as long as the TENANT is not in default of any of the terms, provisions, covenants and conditions of this Lease, subject to interruption caused by repairs, renewals, improvements, changes to service, alterations, strikes, lockouts, labor controversies, inability to obtain power, accidents, breakdowns, catastrophes, national or local emergencies, acts of God and conditions and causes beyond the control of LANDLORD, and upon such happening, no claim for damages or abatement of rent for failures to furnish any such services shall be made by the TENANT or allowed by the LANDLORD.

#### TENANT WORK:

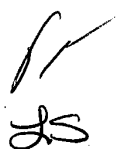
14. It is understood and agreed between the parties hereto that any charges against TENANT by LANDLORD for services or for work done on the Leased Premises by order of TENANT, or otherwise accruing under this Lease, shall be considered as rent due and shall be included in any lien for rent.

#### REPAIR OF LEASED PREMISES:

15. TENANT will, at TENANT'S own expense, keep the Leased Premises in good repair and tenable condition during the Lease Term and will replace at its own expense any and all broken glass in and about said Leased Premises which is caused by or due to the negligence of TENANT, its agents, invitees, or employees.

TENANT will make no alterations, additions or improvements in or to the Leased Premises without the written consent of LANDLORD, which shall not be unreasonably withheld, but may be predicated upon, but not limited to, TENANT'S use of contractors who are acceptable to LANDLORD; and all additions, fixtures, carpet or improvements, except only office furniture and fixtures which shall be readily removable without injury to the Leased Premises, shall be and remain a part of the Leased Premises at the expiration of this Lease unless otherwise required by LANDLORD.

It is further agreed that this Lease is made by the LANDLORD and accepted by the TENANT with the distinct understanding and agreement that the LANDLORD shall have the right and privilege to make such alterations and repairs to said Building and/or Property as it may deem wise and advisable without any liability to the TENANT therefore.



#### INDEMNIFICATION:

16. TENANT further agrees that TENANT will pay all liens of contractors, subcontractors, mechanics, laborers, materialmen, and other items of like character, and will indemnify LANDLORD against all expenses, costs and charges, including bond premiums for release of liens and attorney's fees and costs reasonably incurred in and about the defense of any suit in discharging the said Leased Premises or any part thereof from any liens, judgments, or encumbrances caused or suffered by TENANT. In the event any such lien shall be made or filed, TENANT shall bond against or discharge the same within ten (10) days after the same has been made or filed. It is understood and agreed between the parties hereto that the expenses, costs and charges above referred to shall be considered as Rents due and shall be included in any lien for Rents.

#### PARKING:

17. Pursuant to all the terms, provisions, covenants and conditions contained herein, for the Term of this Lease, TENANT hereby leases from LANDLORD twenty-eight (28) unassigned parking spaces in the Property's parking areas. There is no additional charge for parking. The LANDLORD, at its sole option, may assign parking spaces to TENANT, which LANDLORD reserves the right to change the assignment location. TENANT acknowledges that it will not park commercial trucks (excluding vans, pickup trucks and/or sport utility vehicles) or allow commercial trucks to be parked on the Property at any time and/or park any vehicles overnight without the express written consent of the LANDLORD.

#### ESTOPPEL STATEMENT:

18. TENANT agrees that from time to time, upon not less than thirty (30) days prior request by LANDLORD, TENANT will deliver to LANDLORD a statement in writing certifying (a) whether this Lease is unmodified and in full force and effect (or, if there have been modifications, whether the Lease as modified is in full force and effect and stating the modifications); (b) the dates to which the rent and other charges have been paid; and (c) whether LANDLORD is in default under any provisions of this Lease, or if in default, the nature thereof in detail.

#### SUBORDINATION:

19. If the Property, Building, and/or Leased Premises are at any time subject to a mortgage and/or deed of trust, and TENANT has received written notice from mortgagee of same, then in any instance in which TENANT gives notice to LANDLORD alleging default by LANDLORD hereunder, TENANT will also simultaneously give a copy of such notice to the LANDLORD'S mortgagee and the LANDLORD'S mortgagee shall have the right (but not the obligation) to cure or remedy such default during the period that is permitted to LANDLORD hereunder, plus an additional period of thirty (30) days, and TENANT will accept such curative or remedial action (if any) taken by LANDLORD'S mortgagee with the same effect as if such action had been taken by LANDLORD.

This Lease shall, at LANDLORD'S option, which option may be exercised at any time during the Lease Term, be subject and subordinate to any mortgage and/or land lease now or hereafter encumbering the Property or Building. This provision shall be self-operative without the execution of any further instruments. Notwithstanding the foregoing, however, TENANT hereby agrees to execute any instrument(s) which LANDLORD may deem desirable to evidence the subordination of this Lease to any and all such mortgages.

**ATTORNMEN:**

20. If the interests of LANDLORD under this Lease shall be transferred voluntarily or by reason of foreclosure or other proceedings for enforcement of any first mortgage of the Leased Premises, TENANT shall be bound to such transferee (herein sometimes called the "Purchaser") for the balance of the Term hereof remaining, and any extensions or renewals thereof which may be effective in accordance with the terms and provisions hereof, with the same force and effect as if the Purchaser were the LANDLORD under this Lease, and TENANT does hereby agree to attorn to the Purchaser, including the mortgagee under any such mortgage if it be the Purchaser, as its LANDLORD, said attornment to be effective and self-operative without the execution of any further instruments upon the Purchaser succeeding to the interest of the LANDLORD under this Lease. The respective rights and obligations of TENANT and the Purchaser upon such attornment, to the extent of the then remaining balance of the Term of this Lease and any such extensions and renewals, shall be and are the same as those set forth herein. In the event of such transfer of LANDLORD'S interests, LANDLORD shall be released and relieved from all liability and responsibility thereafter accruing to TENANT under this Lease or otherwise and LANDLORD'S successor by acceptance of Rents from TENANT hereunder shall become liable and responsible to TENANT in respect to all obligations of the LANDLORD under this Lease.

**ASSIGNMENT:**

21. Without the written consent of LANDLORD first obtained in each case, TENANT shall not assign, transfer, mortgage, pledge, or otherwise encumber or dispose of this Lease or underlet the Leased Premises or any part thereof or permit the Leased Premises to be occupied by other persons except that TENANT is permitted to assign Suite 103 to the City of Fort Lauderdale. In the event that TENANT shall assign, transfer, mortgage, pledge, or otherwise dispose of this Lease or underlet the Leased Premises or any part thereof or permit the Leased Premises to be occupied by other persons, without the express written consent of the LANDLORD, it will be deemed a breach of this Lease by TENANT and LANDLORD shall have all remedies available to it, including, but not limited to, accelerating payment of all Rents due and all future Rents due and payable under the Lease. If this Lease be assigned, or if the Leased Premises or any part thereof be underlet or occupied by anybody other than TENANT, the LANDLORD may, after default by the TENANT, collect or accept Rents from the assignee, under-tenant, or occupant and apply the net amount collected or accepted to the Rents herein reserved, but no such collection or acceptance shall be deemed a waiver of this covenant or the



acceptance of the assignee, under-tenant, or occupant as TENANT, nor shall it be construed as or implied to be a release of the TENANT from the further observance and performance by the TENANT of the terms, provisions, covenants and conditions herein contained.

In lieu of consenting or not consenting to an assignment of the Lease, LANDLORD may, in the case of the proposed assignment or subletting of a portion of the Leased Premises, terminate this Lease as to that portion of the Leased Premises which TENANT has proposed to assign or sublet. In the event LANDLORD elects to terminate this Lease pursuant to this paragraph, TENANT'S obligations to Base Rent and Additional Rents shall be reduced in the same proportion that the Net Rentable Area of the portion of the Leased Premises taken by the proposed assignee or subtenant bears to the total Net Rentable Area of the Leased Premises.

#### SUCCESSORS AND ASSIGNS:

22. All terms, provisions, covenants and conditions to be observed and performed by TENANT shall be applicable to and binding upon TENANT'S respective heirs, administration, executors, successors and assigns, subject, however, to the restrictions as to assignment or subletting by TENANT as provided herein. All expressed covenants of this Lease shall be deemed to be covenants running with the land.

#### HOLD HARMLESS OF LANDLORD:

23. Except as prohibited by the Florida Constitution or by the laws of the State of Florida, and subject to the limitations and conditions contained in Section 768.28, Florida Statutes (2016), as amended or revised, the Tenant agrees to indemnify and hold harmless Landlord against a judgment entered by a court of competent jurisdiction in the State of Florida against Landlord for damages or injuries caused by the Tenant's negligence in the Tenant's performance of this Agreement. The foregoing sentence does not serve as a waiver of the Tenant's sovereign immunity or of any other legal defense available to the Tenant. Nothing herein shall be construed as consent by Tenant to be sued by third parties in any matter arising out of this Lease.

#### ATTORNEYS FEES:

24. If either party defaults in the performance of any of the terms, provisions, covenants and conditions of this Lease and by reason thereof the other party employs the services of an attorney to enforce performance of the covenants, or to perform any service based upon defaults, then in any of said events the prevailing party shall be entitled to reasonable attorney's fees and all expenses and costs incurred by the prevailing party pertaining thereto (including costs and fees relating to any appeal) and in enforcement of any remedy.

DAMAGE OR DESTRUCTION:

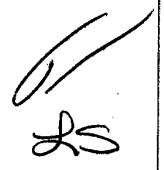
25. In the event the Leased Premises shall be destroyed or so damaged or injured by fire or other casualty, during the Term of this Lease, whereby the same shall be rendered untenable, then LANDLORD shall have the right, but not the obligation, to render such Leased Premises tenantable by repairs within one hundred eighty (180) days from the date of damage, destruction, or injury, or from the date of receipt of insurance proceeds by the LANDLORD, whichever is later. TENANT shall have the right to abatement of Rent to the extent of the Leased Premises so damaged.

LANDLORD agrees that, within ninety (90) days following damage or destruction or the receipt of insurance proceeds, whichever is later, it shall notify TENANT with respect to whether or not LANDLORD intends to restore the Leased Premises. If said Leased Premises are not rendered tenantable within the aforesaid one hundred eighty (180) days, it shall be the option with either party hereto to cancel this Lease within ten (10) days from the expiration of the aforesaid one hundred eighty (180) days, and in the event of such cancellation the Rents shall be paid only to the date of such fire or casualty. The cancellation herein mentioned shall be evidenced in writing and sent via certified mail, return receipt requested. Notwithstanding the provisions of this paragraph, if it is determined within ninety (90) days from the date of destruction, damage, or injury, that the Building has sustained more than fifty percent (50%) damage, LANDLORD shall have the option of canceling this Lease within ten (10) days from the expiration of the aforesaid ninety (90) days. Said cancellation shall be sent to TENANT in writing and sent via certified mail, return receipt requested. Notwithstanding the foregoing, should damage, destruction or injury occur by reason of negligence by TENANT or TENANT'S agents, employees, invitees, servants, licensees, visitors, customers and/or patrons, LANDLORD shall have the right, but not the obligation, to render the Leased Premises tenantable within three hundred sixty (360) days from the date of damage, destruction, or injury, or receipt of insurance proceeds by LANDLORD, whichever is later, and no abatement of Rents shall occur.

Notwithstanding the foregoing, should damage or destruction occur during the last twelve (12) months of the Lease Term, either LANDLORD or TENANT shall have the option to terminate this Lease, effective on the date of damage or destruction, provided notice to terminate is given within thirty (30) days of such damage or destruction. Notwithstanding the foregoing, should the damage or destruction occur by reason of negligence of the TENANT, its agents, invitees, servants, employees, visitors, licensees, customers and/or patrons, TENANT shall not have such option to terminate.

EMINENT DOMAIN:

26. If there shall be taken during the Term of this Lease any part of the Leased Premises, Building or Property, other than a part not interfering with maintenance, operation or use of the Leased Premises, LANDLORD may elect to terminate this Lease or to continue same in effect. If LANDLORD elects to continue the Lease, the Rents shall be reduced in proportion to the area of the Leased Premises so taken and LANDLORD shall repair



any damage to the Leased Premises, Building or Property resulting from such taking. If any part of the Leased Premises is taken by condemnation or Eminent Domain which renders the Leased Premises unsuitable for its intended use, the TENANT may elect to terminate this Lease, or if any part of the Leased Premises is so taken which does not render the Leased Premises unsuitable for its intended use, this Lease shall continue in effect and the Rents shall be reduced in proportion to the area of the Leased Premises so taken and LANDLORD shall repair any damage to the Leased Premises resulting from such taking. If all of the Leased Premises is taken by condemnation or Eminent Domain, this Lease shall terminate on the date of the taking. All sums awarded (or agreed upon between LANDLORD and the condemning authority) for the taking of the interest of LANDLORD, whether as damages or as compensation, and whether for partial or total condemnation, will be the property of LANDLORD. If this Lease should be terminated under any provisions of this paragraph, Rents shall be payable up to the date that possession is taken by the authority, and LANDLORD will refund to TENANT any prepaid unaccrued Rents less any sum or amount then owing by TENANT to LANDLORD.

#### ABANDONMENT:

27. If during the Term of this Lease, TENANT shall abandon, vacate or remove from the Leased Premises the major portion of the goods, wares, equipment or furnishings usually kept on said Leased Premises, or shall cease doing business in said Leased Premises, or shall suffer the Rents to be in arrears, LANDLORD may, at its option, cancel this Lease in the manner stated in Paragraph 28 hereof, or LANDLORD may enter said Leased Premises as the agent of TENANT by force or otherwise, without being liable in any way therefore and relet the Leased Premises with or without any furniture that may be therein, as the agent of TENANT, at such price and upon such terms and for such duration of time as LANDLORD may determine, and receive the Rents therefore, applying the same to the payment of the rent due by these presents, and if the full Rents herein provided shall not be realized by LANDLORD over and above the expenses to LANDLORD of such reletting, TENANT shall pay any deficiency.

#### DEFAULT:

28. It is agreed between the parties hereto that: if TENANT shall be adjudicated bankrupt or insolvent or take the benefit of any federal reorganization or composition proceeding or make a general assignment or take the benefit of any insolvency law; or if TENANT'S leasehold interest under this Lease shall be sold under any execution or process of law; or if a trustee in bankruptcy or a receiver be appointed or elected or had for TENANT (whether under federal or state laws); or if said Leased Premises shall be abandoned or deserted; or after all cure or grace periods have expired, a monetary default exists; or if this Lease or the Term thereof be transferred or pass to or dissolve upon any persons, firms, officers, or corporations other than TENANT by death of the TENANT, operation of law or otherwise; then and in any such events, at the option of LANDLORD, the total remaining unpaid Base Rent and Additional Rents for the Term of this Lease shall become due and payable on this Lease and the Term of this Lease shall expire and end

thirty (30) days after LANDLORD has given TENANT written notice and time to cure during said thirty (30) days of such breach or default of the Lease. TENANT hereby agrees to immediately then pay said Base Rent and Additional Rents or quit and surrender said Leased Premises to LANDLORD; but this shall not impair or affect LANDLORD'S right to maintain summary proceedings for the recovery of the possession of the Leased Premises in all cases provided for by law. If the Term of the Lease shall be so terminated, LANDLORD may immediately, or at any time thereafter, re-enter or repossess the Leased Premises and remove all persons and property therefrom without being liable for trespass or damages.

**LIEN FOR PAYMENT OF RENT:**

29. Intentionally omitted.

**WAIVER OF DEFAULT:**

30. Failure of LANDLORD to declare any default immediately upon occurrence thereof, or delay in taking any action in connection therewith, shall not waive such default, but LANDLORD shall have the right to declare any such default at any time and take such action as might be lawful or authorized hereunder, in law and/or in equity. No waiver by LANDLORD of a default by TENANT shall be implied, and no express waiver by LANDLORD shall affect any default other than the default specified in such waiver and then only for the time and extension therein stated.

No waiver of any term, provision, condition or covenant of this Lease by LANDLORD shall be deemed to imply or constitute, a further waiver by LANDLORD of any other terms, provisions, conditions or covenants of this Lease. In addition to any rights and remedies specifically granted LANDLORD herein, LANDLORD shall be entitled to all rights and remedies available at law and in equity in the event that TENANT shall fail to perform any of the terms, provisions, covenants or conditions of this Lease on TENANT'S part to be performed or fails to pay Base Rent, Additional Rents or any other sums due LANDLORD hereunder when due. All rights and remedies specifically granted to LANDLORD herein, by law and in equity shall be cumulative and not mutually exclusive.

**RIGHT OF ENTRY:**

31. LANDLORD, or any of his agents, upon reasonable advance notice, shall have the right to enter the Leased Premises during all reasonable hours to examine the same or to make such repairs, additions or alterations as may be deemed necessary for safety, comfort, or preservation thereof, or to said Building, or in the event of an emergency, at any hour, or to exhibit said Leased Premises at any time within one hundred eighty (180) days before the expiration of this Lease. Said right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations, or additions which do not conform to this Lease.





NOTICE:

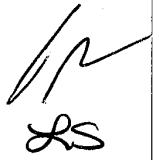
32. Any notice given LANDLORD as provided for in this Lease shall be sent to LANDLORD by certified mail, return receipt requested, addressed to LANDLORD at LANDLORD'S Management Office, as given in Paragraph 3 hereof. Any notice to be given to TENANT under the terms of this Lease, unless otherwise stated herein, shall be in writing and shall be sent by certified mail, return receipt requested, to the office of TENANT in the Building. Either party, from time to time, by such notice, may specify another address to which subsequent notices shall be sent.

UTILITIES:

33. TENANT shall promptly pay all utilities and services that are separately metered or contracted for by or on behalf of TENANT, including but not limited to, charges for electricity, water and gas, telephones, alarm, pest eradication, garbage and waste, and toxic waste and chemical disposal. Failure of TENANT to promptly pay such utilities within thirty (30) days after same shall become due, will be deemed a material breach of this Lease. LANDLORD at its sole discretion, may exercise any and all options and remedies available to it under the terms and conditions of this Lease or remedies available to it in law and/or equity.

LANDLORD CONTROLLED AREAS:

34. All automobile parking areas, driveways, entrances and exits thereto, Common Areas and other facilities furnished by LANDLORD, including all parking areas, truck way or ways, loading areas, pedestrian walkways and ramps, landscaped areas, stairways, elevators, corridors, outside lighting, drainage, dumpsters, and other areas and improvements provided by LANDLORD for the general use, in common, of tenants, their officers, agents, employees, servants, invitees, licensees, visitors, patrons and customers, shall be at all times subject to the exclusive control and management of LANDLORD, and LANDLORD shall have the right from time to time to establish, modify, and enforce rules and regulations with respect to all facilities and areas and improvements; to police same, from time to time to change the area, level and location and arrangement of parking areas and other facilities hereinabove referred to, to restrict parking by and enforce parking (by operation of meters or otherwise) by tenants, their officers, agents, invitees, employees, servants, licensees, visitors, patrons and customers; to close all or any portion of said areas or facilities to such extent as may in the opinion of LANDLORD'S counsel be legally sufficient to prevent a dedication thereof or accrual of any rights to any person or the public therein, to close temporarily all or any portion of the public areas, Common Areas and other facilities, to discourage non-tenant parking, to charge a fee for visitor and/or customer parking (except Landlord shall not charge Tenant for 28 parking spaces as provided in Paragraph 17) and to do and perform such other acts in and to said areas and improvements as, in the sole judgement of LANDLORD, the LANDLORD shall determine to be advisable with a view to the improvement of the convenience and use thereof by tenants, their officers, agents, employees, servants, invitees, visitors, patrons, licensees and customers. LANDLORD will operate and

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maintain the Common Areas and other facilities referred to in such reasonable manner as LANDLORD shall determine from time to time. Without limiting the scope of such discretion, LANDLORD shall have the full right and authority to designate a manager of the parking areas and/or Common Areas and other facilities who shall have full authority to make and enforce all rules and regulations pertaining to and necessary for the proper operation and maintenance of the parking areas and/or Common Areas and other facilities. Reference in this paragraph to parking areas and/or facilities shall in no way be construed as giving TENANT hereunder any rights and/or privileges in connection with such parking areas and/or facilities unless such rights and/or privileges are expressly set forth in Paragraph 17 hereof.

**CONDITIONS OF LEASED PREMISES ON TERMINATION OF LEASE AND HOLDING OVER:**

35. TENANT agrees to surrender to LANDLORD, at the end of the Term of this Lease and/or upon any cancellation of this Lease, said Leased Premises in as good condition as said Leased Premises were at the beginning of the Term of this Lease, ordinary wear and tear, and damage by fire or other casualty not caused by TENANT'S negligence excepted. TENANT agrees that if TENANT does not surrender said Leased Premises to LANDLORD at the end of the Term of this Lease then TENANT will pay to LANDLORD one hundred twenty-five percent (125%) of the current rental for each month or portion thereof that TENANT holds over plus all damages (but such indemnity shall not exceed two (2) months' of the current Rent) that LANDLORD may suffer on account of TENANT'S failure to so surrender to LANDLORD possession of said Leased Premises, and will indemnify and save LANDLORD harmless from and against all claims (not to exceed two (2) months' of the current Rent) made by any succeeding TENANT of said Leased Premises against LANDLORD on account of delay of LANDLORD in delivering possession of said Leased Premises to said succeeding TENANT so far as such delay is occasioned by failure of TENANT to so surrender said Leased Premises in accordance herewith or otherwise.

No receipt of money by LANDLORD from TENANT after termination of this Lease or the service of any notice of commencement of any suit or final judgment for possession shall reinstate, continue or extend the Term of this Lease or affect any such notice, demand, suit or judgment.

No act or thing done by the LANDLORD or its agents during the Term hereby granted shall be deemed an acceptance of a surrender of the Leased Premises, and no agreement to accept a surrender of the Leased Premises shall be valid unless it be made in writing and subscribed by a duly authorized officer or agent of LANDLORD.

**OCCUPANCY TAX:**

36. TENANT shall be responsible for and shall pay before delinquency all municipal, county or state taxes assessed during the Term of this Lease against any occupancy interest or personal property of any kind, owned by or placed in, upon or about the Leased Premises



by TENANT.

Notwithstanding anything above to the contrary, TENANT is exempt from sales or use taxes and TENANT shall provide proof (Consumer's Certificate of Exemption) as same may be updated by the State of Florida. Tenant is a special district and the Leased Premises are being used for public purposes.

**SIGNS:**

37. LANDLORD shall have the right to install signs related to operation of the Leased Premises or to the leasing or sale of the Building or Property on the interior or exterior of the Building and Leased Premises and/or change the Building's name or street address. Tenant shall be responsible for the costs of its' own office exterior door signage, the size, style, and design of which shall be approved by LANDLORD in advance, subject to LANDLORD'S reasonable approval. Landlord shall be responsible for costs of directory board signage.

**RELOCATION OF TENANT:**

38. Intentionally omitted.

**CROSS DEFAULT:**

39. If the term of any lease, other than this Lease, made by TENANT for any other space in the Property, shall be terminated or terminable after the making of this Lease because of any default by TENANT under such other lease, such default shall ipso facto constitute a default hereunder and empower LANDLORD'S sole option, to terminate this Lease as herein provided in the event of default.

**INVALIDITY OF PROVISION:**

40. If any term, provision, covenant or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such term, provision, covenant or conditions to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term, provision, covenant or condition of this Lease shall be valid and be enforceable to the fullest extent permitted by law. This Lease shall be construed in accordance with the laws of the State of Florida.

**TIME OF ESSENCE:**

41. It is understood and agreed between the parties hereto that time is of the essence of all the terms, provisions, covenants and conditions of this Lease.

MISCELLANEOUS:

42. The terms LANDLORD and TENANT as herein contained shall include singular and/or plural, masculine, feminine and/or neuter, heirs, successors, executors, administrators, personal representatives and/or assigns wherever the context so requires or admits. The terms, provisions, covenants and conditions of this Lease are expressed in the total language of this Lease Agreement and the paragraph headings are solely for the convenience of the reader and are not intended to be all inclusive. Any formally executed addendum to or modification of this Lease shall be expressly deemed incorporated by reference herein unless a contrary intention is clearly stated therein.

EFFECTIVE DATE:

43. Submission of this instrument for examination does not constitute an offer, right of first refusal, reservation of or option for the Leased Premises or any other space or premises in, on or about the Property. This instrument becomes effective as a Lease upon execution and delivery by both LANDLORD and TENANT.

ENTIRE AGREEMENT:

44. This Lease contains the entire agreement between the parties hereto and all previous negotiations leading thereto, and it may be modified only by an agreement in writing signed by LANDLORD and TENANT. No surrender of the Leased Premises, or of the remainder of the terms of this Lease, shall be valid unless accepted by LANDLORD in writing. TENANT acknowledges and agrees that TENANT has not relied upon any statement, representation, prior written or contemporaneous oral promises, agreements or warranties except such as are expressed herein.

BROKERAGE:

45. TENANT represents and warrants that it has dealt with no broker, agent or other person in connection with this transaction and that no broker, agent or other person brought about this transaction, other than HALLIDAY GROUP REALTY ADVISORS, INC., and NONE (if the foregoing blank has not been completed, the word "None" shall be deemed to have been typed therein) and TENANT agrees to indemnify and hold harmless from and against any claims by any other broker, agent or other person claiming a commission or other form of compensation by virtue of having dealt with TENANT with regard to this leasing transaction. The provisions of this paragraph shall survive the termination of this Lease.

FORCE MAJEURE:

46. LANDLORD shall not be required to perform any term, condition, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, labor disputes (whether lawful or not) materials or labor shortages, restrictions by any governmental authority, civil riots, floods and any other cause not

reasonable within the control of LANDLORD and which by the exercise of due diligence LANDLORD is unable, wholly or in part, to prevent or overcome. Lack of money shall not be deemed force majeure. Notwithstanding the provisions of this section, the TENANT is not relieved from the duty to pay Base Rent or Additional Rents due under the Lease.

TENANT INSURANCE REQUIRED:

47. TENANT is self-insured and will provided proof of same.

ENVIRONMENTAL PROHIBITIONS:

48. TENANT shall not cause or permit to occur: (a) Any violations of any federal, state, or local law, ordinance, or regulation now or later enacted, related to environmental conditions on, under, or about the Leased Premises, or arising from TENANT'S use or occupancy of the Leased Premises, including, but not limited to, soil and ground water conditions; or (b) The use, generation, release, manufacture, refining, production, processing, storage, or disposal of any hazardous substance.

ENVIRONMENTAL COMPLIANCE:

49. (a) TENANT shall, at TENANT'S expense, comply with all laws, regulations and ordinances regulating the use, generation, storage, transportation, or disposal of hazardous substances relating to the Leased Premises.
- (b) TENANT shall, at TENANT'S expense, make all submissions to, provide all information required by, and comply with all requirements of all governmental authorities under all federal, state and/or local laws or ordinances or regulations now or later enacted, relating to hazardous materials.
- (c) If any authority or any third party demands that a clean-up plan be prepared and that a clean-up be undertaken because of any deposit, spill, discharge, or other release of hazardous substances that occurs during the Term of the Lease, at or from the Leased Premises, which clean up plan or clean up undertaking arises at any time from TENANT'S use or occupancy of the Leased Premises, then TENANT shall, at TENANT'S expense, prepare and submit the required plans and all related bonds and other financial assurances; and TENANT shall carry out all work required by such clean-up plans.
- (d) TENANT shall promptly provide all information regarding the use, generation, storage, transportation or disposal of hazardous substances that is requested by LANDLORD. If TENANT fails to fulfill any duty imposed under this section within reasonable time, LANDLORD may do so and in such case, TENANT shall cooperate with LANDLORD in order to prepare all documents deemed necessary or appropriate to determine the applicability of the laws to the Leased Premises and TENANT'S use of them, and for compliance with the laws and ordinances, and TENANT shall execute all documents promptly upon LANDLORD'S request. No such action by LANDLORD and no attempt made by LANDLORD to mitigate damages under any law shall constitute a waiver of any of TENANT'S

- obligations under this section.
- (e) TENANT'S obligations under this section shall survive the expiration or termination of this Lease, but such survival shall not exceed the expiration of the Statute of Limitations on such obligations.
  - (f) TENANT has no obligations hereunder for contamination, spills, clean up or remediation of Hazardous substances which occurred prior to its taking possession of the Leased Premises.
  - (g) Tenant shall not be liable for violations of hazardous substance laws or any hazardous contamination on, about or within any of the adjacent buildings within Sixth Street Plaza.
  - (h) Further, Tenant shall not be liable for violations of hazardous substance laws or any hazardous contaminations caused by other Tenants, their agents, successors, assigns, employees or invitees.

#### RADON DISCLOSURE:

50. 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 about radon and radon testing may be obtained from your county public health unit.

#### RECORDATION OF LEASE:

51. TENANT shall not record this Lease or any part hereof. Upon recordation, same shall be, at the sole option of the LANDLORD, a default and material breach of the Lease and LANDLORD may exercise any options and remedies available to it as provided in the Lease and/or it may seek remedies available to it in law and/or equity.

#### REPRESENTATION:

52. The parties represent that each has freely and voluntarily entered into this Lease and agree to be fully bound hereby.

#### TRIAL BY JURY:

53. IT IS MUTUALLY AGREED BY AND BETWEEN LANDLORD AND TENANT THAT THE RESPECTIVE PARTIES HERETO SHALL AND THEY HEREBY DO WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON ANY MATTERS ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, AND TENANT'S USE OR OCCUPANCY OF THE LEASED PREMISES

Handwritten signature and initials, possibly 'LS'.

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

WITNESSES:

  
\_\_\_\_\_

Dawn Calder  
\_\_\_\_\_

Print Name

Korianne M. Smith  
\_\_\_\_\_

Korianne M. Smith  
\_\_\_\_\_

Print Name

WITNESSES:

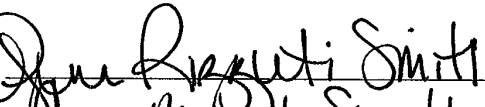
  
\_\_\_\_\_

Sakeea A. Maloney  
\_\_\_\_\_

Print Name

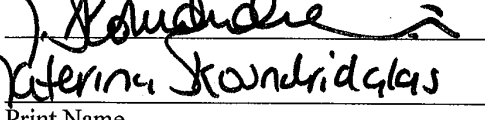
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\_\_\_\_\_

Print Name

  
\_\_\_\_\_

Dana Rizzetti Smith  
\_\_\_\_\_

Print Name

  
\_\_\_\_\_

Print Name

ATTEST:



Jeffrey A. Modarelli, CRA Secretary

LANDLORD:

Regent Bank Project Finance, Inc.

By  \_\_\_\_\_

Title President & CEO.  
\_\_\_\_\_

DAVID SELESKI

AGENCY (TENANT):

Fort Lauderdale Community Redevelopment Agency

By  \_\_\_\_\_

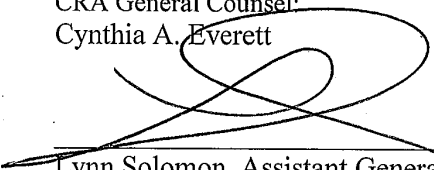
John P. "Jack" Seiler, Chairman

By  \_\_\_\_\_

Lee R. Feldman, Executive Director

CRA General Counsel:

Cynthia A. Everett

  
Lynn Solomon, Assistant General Counsel

## SIXTH STREET PLAZA RULES AND REGULATIONS

The following Rules and Regulations, hereby accepted by TENANT, are prescribed by LANDLORD to enable LANDLORD to provide, maintain, and operate, to the best of LANDLORD'S ability, orderly, clean and desirable Leased Premises, Building and Property, for the tenants therein at as economical a cost as reasonably possible, and to regulate conduct in and use of said Leased Premises, Building and Property in such manner as to minimize interference by others in the proper use of same by TENANT.

1. TENANT, its officers, agents, servants and/or employees shall not block or obstruct any of the entries, passages, doors, elevator, elevator doors, hallways or stairways of Property or parking areas, or place, empty or throw any rubbish, litter, trash or material of any nature into such areas, or permit such areas to be used at any time except for ingress or egress of TENANT, its officers, agents, servants, employees, patrons, licensees, customers, visitors and/or invitees.
2. The movement of furniture, equipment, machines, merchandise or materials within, into or out of the Leased Premises, Property, or parking areas shall be restricted to time, method and routing of movement as determined by LANDLORD upon request from TENANT and TENANT shall assume all liability and risk to its' property, Leased Premises, and Property in such movement. TENANT shall not move furniture, equipment, machines, merchandise or materials within, into or out of Leased Premises, Building or Property, without having first obtained written consent from LANDLORD twenty-four (24) hours in advance. Safes, large files, electronic data processing equipment and other heavy equipment or machines shall be moved into Leased Premises, Building or Property, only with LANDLORD'S prior written consent and placed where directed by LANDLORD.
3. No sign, door plaque, advertisement or notice shall be displayed, painted or affixed by TENANT, its officers, agents, servants, employees, patrons, licensees, customers, visitors and/or invitees in or on any part of the outside or inside of the Leased Premises, Property, or parking areas without prior written consent of LANDLORD and then only of such color, size, character, style and materials and in such places as shall be approved and designated in writing by LANDLORD. Signs on doors and/or entrances to Leased Premises shall be placed thereon by a contractor designated by LANDLORD and paid for by TENANT.
4. LANDLORD will not be responsible for lost or stolen property, equipment, money or any article taken from Leased Premises, Building or Property, regardless of how or when loss occurs.
5. No additional locks shall be placed on any door or changes made to existing locks in the Leased Premises or Building without the prior written consent of LANDLORD. LANDLORD will furnish two keys to each lock on doors in the Leased Premises and LANDLORD, upon request of TENANT shall provide additional duplicate keys at TENANT'S expense. LANDLORD may at all times keep a pass key to the Leased Premises. All keys shall be returned to LANDLORD promptly upon termination of this Lease.



6. TENANT, its officers, agents, servants and/or employees shall do no painting or decorating in Leased Premises, or mark, paint or cut into, drive nails or screw into or in any way deface any part of Leased Premises or Building without the prior written consent of LANDLORD. If TENANT desires signal, communication, alarm or other utility or service connection to be installed or changed, such work shall be done at expense of TENANT with the approval and under the direction of the LANDLORD.
7. LANDLORD reserves the right to: (i) close the Building at 5:00 P.M., subject, however, to TENANT'S right to admittance under regulations prescribed by LANDLORD and to require the persons entering the Building to identify themselves and establish their right to enter or to leave the Building, (ii) close all parking areas between the hours of 5:00 P.M. and 7:00 A.M.
8. TENANT, its officers, agents, servants and/or employees shall not permit the operation of any musical or sound-producing instruments or device that may be heard outside Leased Premises, Building or Property, or that may emanate electrical waves which will impair radio or television broadcasting or reception from or in the Building or Property.
9. TENANT, its officers, agents, servants and/or employees shall, before leaving Leased Premises unattended, close and lock all doors and shut off all utilities; damage resulting from failure to do so shall be paid by TENANT.
10. All plate and other glass now in Leased Premises or Building which is broken through cause attributable to TENANT, its officers, agents, servants, employees, patrons, licensees, customers, visitors, and/or invitees shall be replaced by and at expense of TENANT under the direction of LANDLORD.
11. TENANT shall give LANDLORD prompt notice of all accidents to or defects in air conditioning equipment, plumbing, electrical facilities or any part of appurtenance of Leased Premises.
12. The plumbing facilities shall not be used for any other purpose than that for which they are constructed, and no foreign objects or substances of any kind shall be thrown therein, and the expense of any breakage, stoppage or damage resulting from a violation of this provision shall be borne by TENANT, who shall, or whose officers, employees, agents, servants, patrons, customers, licensees, visitors and/or invitees shall have caused it.
13. All contractors and/or technicians performing work for TENANT within the Leased Premises, Building or Property shall be referred to LANDLORD for approval before performing such work. This shall apply to all work including, but not limited to, installation of telephones, telegraph equipment, electrical devices and attachments, and all installations affecting floors, walls, windows, doors, ceilings, equipment or any other physical feature of the Leased Premises, Property, or parking areas. None of this work shall be done by TENANT without LANDLORD'S prior written approval.

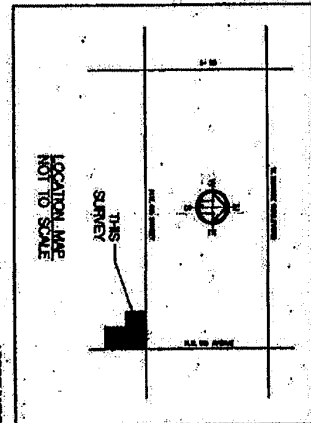


14. No showcases or other articles shall be put in front of or affixed to any part of the exterior of the Building or Property, nor placed in the halls, corridors or vestibules without the prior written consent of the LANDLORD.
15. Glass panel doors that reflect or admit light into the passageways or into any place in the Building shall not be covered or obstructed by the TENANT, and TENANT shall not permit, erect and/or place drapes, furniture, fixtures, shelving, display cases or tables, lights or signs and advertising devices in front of or in proximity of interior and exterior windows, glass panels, or glass doors providing a view into the interior of the Leased Premises unless same shall have first been approved in writing by the LANDLORD.
16. Canvassing, soliciting and peddling in the Property or parking areas is prohibited and each TENANT shall cooperate to prevent the same. In this respect, TENANT shall promptly report such activities to the Property Manager's office at the address specified in Paragraph 3 of the Lease.
17. There shall not be used in any space or in the corridors of the Building, either by any TENANT or by jobbers or others, in the delivery or receipt of merchandise, any hand trucks, except those equipped with rubber tires and side guards.
18. If applicable, the work of the LANDLORD'S janitors or cleaning personnel shall not be hindered by TENANT after 5:30 P.M., and such work may be done at anytime when the offices in the Building are vacant. The windows, doors, and fixtures may be cleaned at anytime.
19. In the event TENANT must dispose of crates, boxes, etc., which will not fit into office wastepaper baskets, it will be the responsibility of TENANT with LANDLORD'S assistance to dispose of same. In no event shall TENANT set such items in the corridors or other areas of Building or parking areas, excepting TENANT'S own Leased Premises, for disposal.
20. Tenants are cautioned in purchasing furniture and equipment that the size is limited to such as can be placed on the elevator and will pass through the doors of the Leased Premises. Large pieces should be made in parts and set-up in the Leased Premises. LANDLORD reserves the right to refuse to allow to be placed in the Property any furniture or equipment of any description which does not comply with the above conditions.
21. TENANT will be responsible for any damage to the Leased Premises, including carpeting and flooring, as a result of rust or corrosion of file cabinets, roller chairs, metal objects or spills of any type of liquid.
22. If the Leased Premises demised to any tenant become infested with vermin, such tenant, at its sole cost and expense, shall cause its leased premises to be exterminated from time to time, to the satisfaction of LANDLORD, and shall employ such exterminators therefore as shall be approved by LANDLORD.
23. TENANT shall not install any antenna or aerial wires, or radio or television equipment, or any other type of equipment, inside or outside of the Building, without LANDLORD'S

prior written consent, and upon such terms and conditions as may be specified by LANDLORD in each and every instance.

24. TENANT shall not advertise the business, profession or activities of TENANT in any manner which violates the letter or spirit of any code of ethics adopted by any recognized association or organization pertaining thereto, or use the name of the Property for any purpose other than that of the business address of TENANT or use any letterhead, envelopes, circulars, notices, advertisements, containers or wrapping material, without LANDLORD'S express consent in writing.
25. TENANT, its officers, agents, employees, servants, patrons, customers, licensees, invitees and/or visitors shall not solicit business in the Property's parking areas or common areas, nor shall TENANT distribute any handbills or other advertising matter on automobiles parked in the Property's parking areas.
26. TENANT shall not conduct its business in such manner as to create any nuisance or interfere with, annoy or disturb any other tenant in the Building, Property, or LANDLORD in its operation of the Building or Property or commit waste or suffer or permit waste to be committed in the Leased Premises, Building or Property. In addition, TENANT shall not allow its officers, agents, employees, servants, patrons, customers, licensees and/or visitors to conduct themselves in such manner as to create any nuisance or interfere with, annoy or disturb any other tenant in the Building or Property or LANDLORD in its operation of the Property or commit waste or suffer or permit waste to be committed in the Leased Premises, Building, or Property.
27. TENANT, its officers, agents, servants and/or employees shall not install or operate any refrigerating, heating or air conditioning apparatus or carry on any mechanical operation or bring into Leased Premises, Building, or Property any inflammable fluids or explosives without written consent of LANDLORD.
28. TENANT, its officers, agents, servants and/or employees shall not use Leased Premises, Building, or Property for housing, lodging, or sleeping purposes or for the cooking or preparation of food without the prior written consent of the LANDLORD.
29. TENANT, its officers, agents, servants, employees, patrons, licensees, customers, visitors and/or invitees shall not bring into the Leased Premises, Building or Property or keep in the Leased Premises any fish, fowl, reptile, insect, or animal or any bicycle or other vehicle without the prior written consent of LANDLORD, wheel chairs and baby carriages excepted.
30. Neither TENANT nor any officer, agent, employee, servant, patron, customer, visitor, licensee or invitee of any TENANT shall go upon the roof of the Building without the written consent of the LANDLORD.
31. TENANT'S employing laborers or others outside of the Property shall not have their employees paid in the Leased Premises, Building, or Property, but shall arrange to have their payrolls elsewhere.

*[Signature]*



## LEGEND

- ## ABBREVIATIONS

ASSEMBLIONS

SCALE: 1-20

[illegible]

**SCOTT A. GUZZI & ASSOC., INC.**  
IT'S  
00001 Surveyors and Mappers

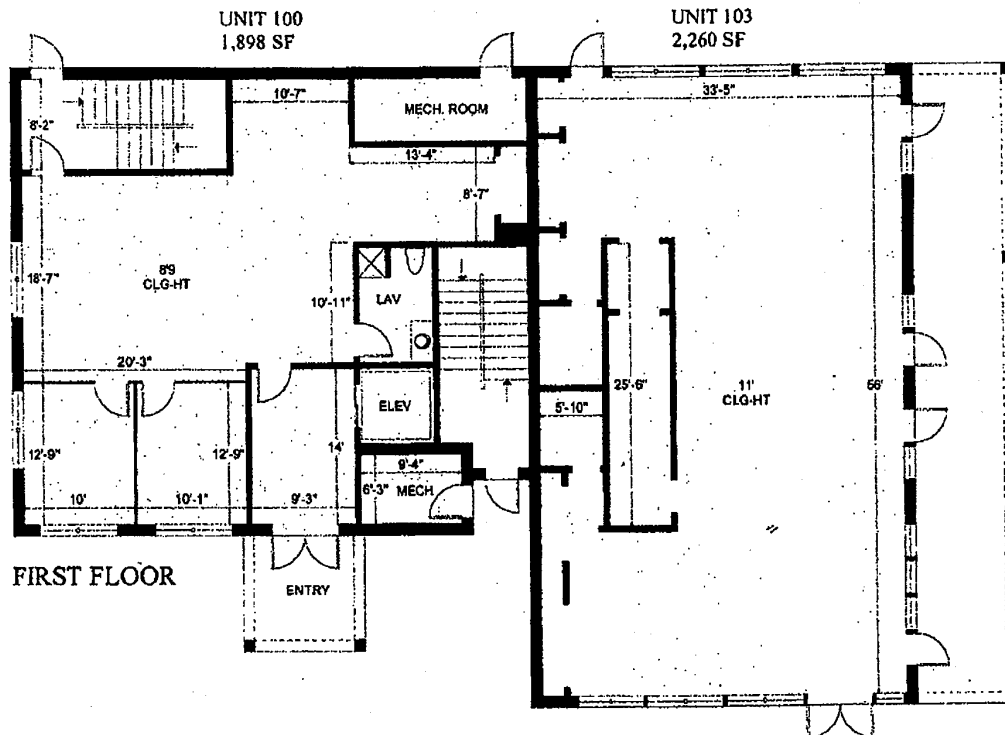
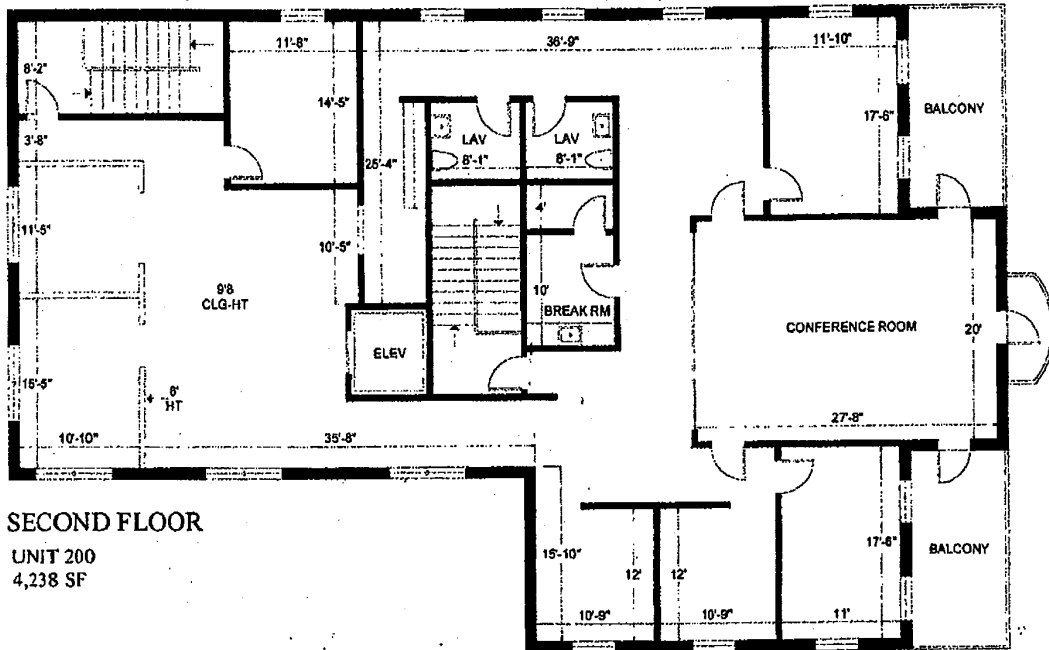
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SIXTH STREET PLAZA  
914 NW 6TH STREET

8,396 SQ.FT.

**EXHIBIT "B"**



# **EXHIBIT "C"** (Pages A-1, 2, 3; E-1, 2; M-1; P-1)

## **CODE INFORMATION:**

OCCUPANCY - "B" BUSINESS  
TYPE OF CONSTRUCTION - TYPE 3 - B  
FLORIDA BUILDING CODE, 5th EDITION, 2014  
FLORIDA EXISTING BUILDING CODE, 5th EDITION, 2014  
LEVEL 2 ALTERATION WORK AREA COMPLIANCE METHOD  
N F P A 101, 2012 EDITION  
FLORIDA FIRE PREVENTION CODE, 2015 EDITION  
BUILDING IS NOT FIRE PROTECTED  
BUILDING HAS FIRE ALARM

**TENANT AREA**  
TOTAL AREA: 1,525 SF

## **FIRE SCHEDULE**

ALL NEW AND EXISTING MATERIALS SHALL BE LISTED IN THE FOLLOWING SCHEDULE. MATERIALS NOT LISTED SHALL BE APPROVED BY THE AUTHORITY HAVING JURISDICTION. MATERIALS SHALL BE INSTALLED IN ACCORDANCE WITH THE LISTING AND ANY OTHER REQUIREMENTS. MATERIALS SHALL BE INSTALLED IN ACCORDANCE WITH THE LISTING AND ANY OTHER REQUIREMENTS. MATERIALS SHALL BE INSTALLED IN ACCORDANCE WITH THE LISTING AND ANY OTHER REQUIREMENTS.

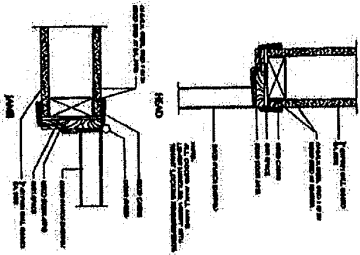
## **HARDWARE SCHEDULE**

ITEM	DESCRIPTION	QUANTITY
1	1" X 4" X 8" STUDS	100
2	2" X 4" X 8" STUDS	100
3	4" X 4" X 8" STUDS	100
4	6" X 4" X 8" STUDS	100
5	8" X 4" X 8" STUDS	100
6	10" X 4" X 8" STUDS	100
7	12" X 4" X 8" STUDS	100
8	14" X 4" X 8" STUDS	100
9	16" X 4" X 8" STUDS	100
10	18" X 4" X 8" STUDS	100

## **DOOR SCHEDULE**

ITEM	DESCRIPTION	QUANTITY
1	1" X 4" X 8" STUDS	100
2	2" X 4" X 8" STUDS	100
3	4" X 4" X 8" STUDS	100
4	6" X 4" X 8" STUDS	100
5	8" X 4" X 8" STUDS	100
6	10" X 4" X 8" STUDS	100
7	12" X 4" X 8" STUDS	100
8	14" X 4" X 8" STUDS	100
9	16" X 4" X 8" STUDS	100
10	18" X 4" X 8" STUDS	100

## **INTERIOR DOOR DETAIL**



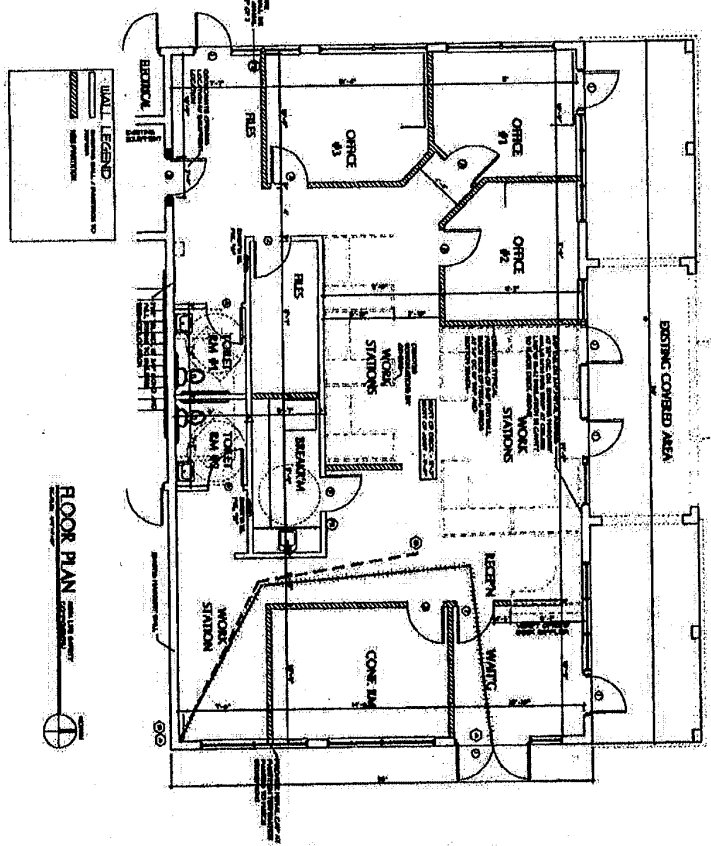
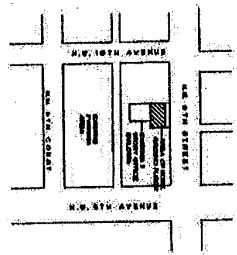
## **LIFE SAFETY INFORMATION**

OCCUPANT LOAD:  
FLOOR: 1000 S.F. / 100 S.F. PER 100 S.F.  
STAIRS: 100 S.F. / 100 S.F. PER 100 S.F.  
ELEVATOR: 100 S.F. / 100 S.F. PER 100 S.F.  
TOTAL: 1000 S.F. / 100 S.F. PER 100 S.F.

## **FIRE EXTINGUISHER NOTE**

1. ALL EXISTING FIRE EXTINGUISHERS SHALL BE MAINTAINED IN ACCORDANCE WITH THE NFPA 10 CODE.

## **LOCATION PLAN**



## **FLOOR PLAN**

REVISIONS

1	
2	
3	
4	
5	

**ALTERATIONS TO EXISTING VACANT TENANT SPACE for:**  
**CITY OF FORT LAUDERDALE**  
**HOUSING & COMMUNITY DEVELOPMENT**  
SIXTH STREET PLAZA  
FORT LAUDERDALE, FL 33301

DATE: 10/10/2014  
SCALE: AS SHOWN  
BY: J. L. BROWN  
FILE NO: 1000000000  
SHEET NO: 101

## EXHIBIT "D"

Landlord and Tenant agree that Tenant shall receive a rent credit (the "Rent Credit") in the amount of Fourteen Thousand Two Hundred Twenty-Five and 25/100 Dollars (\$14,225.25), which represents the difference between the gross Rent Tenant paid during the period of September 1, 2015, and September 30, 2016, and the amount Tenant would have paid pursuant to the first year's Rent (Base Rent plus Additional Rent) as scheduled in the "Basic Lease Information" section of this Lease. Said Rent Credit shall be applied to Tenant's future rent payable per the "New Lease Charges and Credits" below.

### Fort Lauderdale CRA Rent Credits

Original Lease			
Payment Months	Amount Paid	New Lease	Difference
September 2015	\$ 9,531.25	\$ 8,437.00	\$ 1,094.25
October 2015	\$ 9,531.25	\$ 8,437.00	\$ 1,094.25
November 2015	\$ 9,531.25	\$ 8,437.00	\$ 1,094.25
December 2015	\$ 9,531.25	\$ 8,437.00	\$ 1,094.25
January 2016	\$ 9,531.25	\$ 8,437.00	\$ 1,094.25
February 2016	\$ 9,531.25	\$ 8,437.00	\$ 1,094.25
March 2016	\$ 9,531.25	\$ 8,437.00	\$ 1,094.25
April 2016	\$ 9,531.25	\$ 8,437.00	\$ 1,094.25
May 2016	\$ 9,531.25	\$ 8,437.00	\$ 1,094.25
June 2016	\$ 9,531.25	\$ 8,437.00	\$ 1,094.25
July 2016	\$ 9,531.25	\$ 8,437.00	\$ 1,094.25
August 2016	\$ 9,531.25	\$ 8,437.00	\$ 1,094.25
September 2016	\$ 9,531.25	\$ 8,437.00	\$ 1,094.25
	\$ 123,906.25	\$ 109,681.00	\$ 14,225.25

New Lease Charges and Credits:	Base + Add'l Rent	Apply Credits	Rent Bal Due
October 2016	\$ 8,437.00	\$ (4,741.75)	\$ 3,695.25
November 2016	\$ 8,437.00	\$ (4,741.75)	\$ 3,695.25
December 2016	\$ 8,437.00	\$ (4,741.75)	\$ 3,695.25
	\$ 25,311.00	\$ (14,225.25)	\$ 11,085.75

### EXHIBIT "E"

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

1. Leasing commissions, space planner fees, advertising expenses, attorney's fees, costs and disbursements and other expenses incurred in connection with leasing, renovating or improving rentable space in the Property for tenants or prospective tenants of the Property;
2. Costs (including permit, license, and inspection fees) incurred in renovating or otherwise improving or decorating, painting or redecorating space for tenants or vacant space, however, this exclusion shall be inapplicable to costs incurred pursuant to commercially reasonable deductible amounts in case of casualty;
3. Landlord's costs of any services provided to tenants for which Landlord is entitled to be reimbursed by such tenants as an additional charge or rental over and above the Base Rent and Operating Expenses payable under the lease with such tenant or other occupant;
4. Any depreciation or amortization of the Property, except as expressly permitted herein;
5. Costs incurred due to a violation of law by Landlord relating to the Property;
6. Principal, interest or amortization payments (or any other payments) on or under any mortgages or deeds of trust or any other debt for borrowed money;
7. All items and services for which Tenant or other tenants reimburse Landlord outside of Operating Expenses;
8. Repairs, replacements or other work occasioned by fire, windstorm or other casualty to the extent in excess of commercially reasonable deductible amounts of Landlord's property insurance;
9. Repairs, replacements or any other work paid for through insurance proceeds (in excess of any commercially reasonable deductible) or condemnation proceeds;
10. Legal expenses incurred for (i) negotiating lease terms or leases for prospective tenants, (ii) negotiating termination, amendment or extension of leases with existing tenants, (iii) proceedings against any other specific tenant relating solely to the collection of rent or other sums due to Landlord from such tenant or the enforcement of leases or resolving disputes with tenants (including Tenant), or (iv) the development and/or construction of the Property;





11. Repairs resulting from any defect in the original design or construction of the Property;
12. The wages of any employee for services not related to Property-level accounting or the management, maintenance, operation and repair of the Property;
13. Rents for underground leases;
14. Costs incurred in selling, syndicating, financing or mortgaging any of Landlord's interest in the Property;
15. The cost of any service furnished to other tenants of the Property which Landlord does not make available to Tenant, and the costs of any special services rendered to individual tenants (including Tenant), for which a special, separate charge payable only by such tenant(s) is made;
16. Salaries, wages, or other compensation paid to officers or executives of Landlord above the rank or level of Vice President of Operations and General Manager;
17. Fines and penalties incurred by Landlord;
18. Overhead and profit increment paid to Landlord or to subsidiaries or affiliates of Landlord for goods and/or services in or to the Property to the extent the same materially exceeds the costs of such goods and/or services rendered by unaffiliated third parties on a competitive basis;
19. Landlord's general corporate overhead and general and administrative expenses unrelated to the management, maintenance, operation and repair of the Property, including, without limitation, the preparation of Landlord's tax returns;
20. Advertising and promotional expenditures;
21. Tax penalties incurred as a result of Landlord's gross negligence, inability or unwillingness to make payments and/or file any tax or informational returns when due;
22. Landlord's charitable or political contributions;
23. Any increases in premiums for any insurance maintained by Landlord resulting from the extra-hazardous activities of Landlord or tenants;
24. Any costs of maintenance, repairs or replacements required because of the willful misconduct of Landlord, its employees, agents or contractors;
25. Any costs of environmental remediation or abatement of hazardous materials;



26. Damages or attorney's fees incurred with respect to Landlord's torts;
27. Costs resulting from a default, breach or violation by Landlord of any tenant of any lease;
28. Association dues and fees of business trade organizations;
29. Costs of remedying any violations affecting the Property; however, this shall not include costs of complying with laws;
30. Electrical costs reimbursed directly by tenants, including Tenant;
31. Costs of commercial concessions other than parking attendant operated by Landlord for a profit;
32. Costs attributable to retail stores or storage space in the Property;
33. The cost to replace any structural elements of the Building or Property, including the roof, foundation, and walls.

