

**LEASE**  
**600 S. ANDREWS BUILDING**  
**FORT LAUDERDALE, FLORIDA**

THIS AGREEMENT OF LEASE made as of this 2<sup>nd</sup> day of May, 2011, (hereinafter referred to as "Lease"), between **HARARE DEVELOPMENT, INC.**, a Florida Corporation (hereinafter referred to as "Landlord"), and **CITY OF FORT LAUDERDALE**, (hereinafter referred to as "Tenant").

**WITNESSETH:**

Landlord hereby agrees to lease to Tenant and Tenant hereby agrees to lease from Landlord the premises (hereinafter referred to as "Premises") described on Exhibit A attached hereto and made a part hereof in the building or buildings known as or to be known as 600 S. Andrews Building (hereinafter referred to as "Building") located at 600 South Andrews Avenue, Fort Lauderdale, Florida and more particularly described as Exhibit A attached hereto (hereinafter referred to as the "Land"), subject to the covenants, terms, provisions and conditions of this Lease.

In consideration thereof, Landlord and Tenant covenant and agree as follows:

**1. DEFINITIONS:** As used in this Lease, the terms:

A. "Calendar Year" shall mean any twelve-month period, January through December, which contains any part of the Term of this Lease;

B. "Rentable Area" shall equal the "Rentable Area" set forth on Exhibit B. The "Rentable Area" shall mean, for any space, the total number of square feet of such space falling within the inside finish of the exterior glass line, and the center of the common walls shared with other tenants and to the outside surface of walls adjoining corridor space. The Rentable Area of the Premises and the Rentable Area of office space leased or available for lease in the Building has been computed by Landlord or Landlord's architect and the parties stipulate and agree that the Rentable Area of the Premises is 2,246 square feet. In the event the Rentable Area of either the Premises or the Building shall change in any Calendar Year during the term of this Lease, Tenant's rent shall not be adjusted;

C. "Hazardous Waste" or "Hazardous Material" means any hazardous or toxic substance, material, or waste listed by the Environmental Protection Agency rules or by any other governmental entity having subject matter jurisdiction over the waste, materials or substances or under any applicable local, state or federal law, rule, regulation or order.

D. "Days" unless the context clearly indicates otherwise, in the computation of any period of time expressed in day(s) in this Lease, the day of the act, event or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday or legal holiday as that term is defined in § 683.01, Florida Statutes. When the period of time prescribed or allowed is less than seven (7) days, intermediate Saturdays, Sundays and legal holidays shall be excluded in the computation.

E. "Holiday" means any day declared to be a Holiday for the employees of the City of Fort Lauderdale.

**2. TERM:** The term of this Lease (hereinafter referred to as "Term"), shall be for the period stated in Exhibit B attached hereto, commencing on the "Commencement Date" as established by Exhibit B and ending on the "Termination Date" as established by Exhibit B, unless sooner terminated or extended as provided herein.

**3. RENT:** Tenant shall pay to Landlord at the office of Landlord's Agent at: **2328 10th Avenue North, Suite 401, Lake Worth, Florida 33461** or at such other place as Landlord may from time to time designate in writing, in coin or currency which, at the time of payment is legal tender for private or public debts in the United States of America, the annual sum stated in Exhibit B attached hereto (such annual sum being hereinafter referred to as "Rent"), in equal monthly installments as stated in Exhibit B attached hereto, each in advance on or before the first (1st) day of each and every month during the term without any set-off or deduction whatsoever. Notwithstanding the foregoing the annual Rent shall be increased in the amounts and at the times set forth on Exhibit B and the monthly installments of Rent shall be increased accordingly. If the Term commences other than on the first (1st) day of a month or ends other than on the last day of the month, the Rent for such month shall be prorated.

A. Florida State Sales Tax - Tenant is a municipal corporation and the Premises are being used for municipal purposes (i.e. Office of the City Prosecutor). As such Tenant qualifies for exemptions from the payment of sales or use taxes on its Rent. To the extent that Tenant is exempt from the payment of sales or use taxes on its Rent, it shall not be obligated to remit to Landlord sales or use tax on its Rent. However, to the

extent required by law, in addition to the Rent and Additional Rent, Tenant shall pay to Landlord each month a sum equal to any sales tax, tax on rentals, and any other charges, or taxes now in existence or hereafter imposed, based upon the privilege of renting the Premises, or upon the amount of rental collected therefore, (hereinafter collectively "Sales Tax").

4. **PARKING CHARGES:** In addition to paying the Rent specified in Section 3 hereof, Tenant shall pay the parking charges as set forth in Exhibit B in the same manner and at the same place as Rent. The Rent and the parking charges are sometimes hereinafter collectively referred to as the "Rent".

5. **POSSESSION:** Possession shall be June 1<sup>st</sup>, 2011.

6. **USE OF PREMISES:**

A. Tenant, its successors and assigns shall use and occupy the Premises as an office for the sole purpose of conducting the business described in Exhibit B and for no other purpose.

B. Tenant shall not use or permit the use of the Premises or any part thereof for any purpose prohibited by law, and Tenant shall, at its sole expense, comply with and conform to all of the requirements of all governmental authorities having jurisdiction thereof, present or future, relating in any way to Tenant's use and occupancy of the Premises (excluding structural, capital, or other improvements, or any requirements under the Americans With Disabilities Act or any similar law or regulation) throughout the entire term of this Lease.

C. Tenant, its invitees and employees shall have the right in common with other tenants of the Building, and their invitees and employees to use all stairways, elevators, common halls, toilets and sanitary facilities, and all other general common facilities contained in the Building, and all sidewalks, delivery areas, and other appurtenances to the Building.

D. At no additional cost or expense to Tenant, Tenant shall have access to the Premises three hundred sixty-five (365) days a year, on a twenty-four (24) hour a day basis.

7. **CONDITION OF PREMISES:** The Tenant's taking possession of any portion of the Premises shall be conclusive evidence that such portion of the Premises was in good order and satisfactory condition when the Tenant took possession, except as to latent defects and items contained on a punch list to be prepared after an inspection made and signed by representatives of Landlord and Tenant within fifteen (15) business days after Tenant's taking possession, and items of damage caused by Tenant, its agents, independent contractors or suppliers. Except as otherwise expressly provided in this Lease, no promise of the Landlord to alter, remodel or improve the Premises or the Building and no representation respecting the condition of the Premises have been made by the Landlord to the Tenant other than as may be contained in this Lease.

8. **SERVICES, UTILITIES:**

A. **Services** - Landlord shall provide the following services on all days during the Term, except Sundays and Holidays, (however such service shall be provided on one Holiday each year as requested by Tenant), unless otherwise stated:

- (1) Adequate electrical current and current for standard building lighting fixtures provided by Landlord and, as limited below, for Tenant's incidental uses. Incidental uses shall include personal computers, typewriters, copy machines, and vending machines and other office equipment deemed standard for Tenant's business use, but shall exclude computer systems or other systems or other equipment requiring special electrical wiring or facilities beyond existing capacity. Tenant shall bear the cost of replacement of ballasts and fluorescent tubes or, bulbs, excluding any desk lamps. **TENANT AGREES TO PAY HIS PROPORTIONATE SHARE FOR ELECTRIC EACH AND EVERY MONTH TO LANDLORD.** As long as there is only one electric meter for the fifth floor, Tenant's proportionate share for electricity shall be 2,246/6,959 or 32.3% of the total electric bill therefore. In the event the number of meters on the fifth floor is increased, the Tenant's proportionate share of for electric shall be equitably reapportioned
- (2) City water from the regular Building outlets for drinking, lavatory and toilet purposes.
- (3) Adequate operator-less passenger elevator service at all times.
- (4) Freight elevator service subject to scheduling with Building Manager and availability.
- (5) The operation of a heating and cooling system both in the Building and the Premises so as to maintain the Premises at reasonable temperatures, between the hours of 7:00 A.M. and 6:00 P.M. (Saturdays 9:00 A.M. to 1:00 P.M.). Landlord shall provide such service on all days during the Term, except Sundays and Holidays.

- (6) Keep and maintain the Premises, common facilities, areas, parking areas, sidewalks and appurtenances in good condition.
- (7) Tenant is responsible for the janitorial services within the Premises.

**B. INTERRUPTION OF SERVICES:** In the event Landlord fails to deliver any service required by Paragraph 8 of this Lease, Landlord agrees to cure such failure of service as soon as commercially reasonable upon receipt of actual notice or notice from Tenant advising of the failure of such service. In the event that Landlord fails to cure the failure of service within a commercially reasonable time, and in no event greater than five (5) business days following receipt of notice, Tenant shall have the right to expend reasonable sums necessary to correct or cure the defect and to deduct such sums from the rent due and owing the month next following the month in which the sums were paid provided, however, Tenant delivers to the Landlord and Landlord approves (which approval shall not be unreasonably withheld) evidence documenting Tenant's reasonable expenditures and Tenant provides paid receipt in connection therewith.

**C. CHARGES FOR ADDITIONAL SERVICES:** Charges for any services for which Tenant is required to pay from time to time hereunder, including but not limited to, after hours heating or air conditioning shall be due and payable at the same time as the installment of Rent with which they are billed, or, if billed separately, shall be due and payable within fifteen (15) business days after such billing. If Tenant shall fail to make payment for any such services, Landlord may, with notice to Tenant, discontinue any or all of such services and such discontinuance shall not be deemed to constitute an eviction or disturbance of the Tenant's use and possession to the Premises or relieve Tenant from paying Rent or performing any of its other obligations under this Lease.

**9. REPAIRS:** Subject to the terms of Section 13 hereof, Tenant will at Tenant's own expense, keep the Premises in good order, repair and condition at all times during the term, except for any damage caused by Landlord. Tenant shall promptly and adequately repair all damage to the Premises, with the exception of window repairs, and replace or repair all damaged or broken fixtures and appurtenances, under the supervision and subject to the approval of Landlord. If the Tenant does not do so, Landlord may but need not, make such repairs and replacements, and Tenant shall pay Landlord the cost thereof, including an amount sufficient to reimburse Landlord for overhead and related expenses, forthwith upon being billed for same and such amounts shall be deemed to be "Additional Rent" due hereunder. Such Additional Rent shall not exceed the cost of the repairs plus a charge of fifteen percent (15%) of the cost of repair to cover Landlord's overhead and expenses for completing the repairs. In the event that the cost of the repairs exceed Twenty Thousand Dollars (\$20,000.00), then Additional Rent shall also include reasonable cost of inspection fees incurred by Landlord in connection with the repairs, such reasonable costs of inspection fees to be passed on to Tenant not to exceed five (5%) of the cost of repairs. Landlord may, but shall not be required to, enter the Premises at all reasonable times upon reasonable notice (excepting emergency repairs in which event notice shall not be required) to make such repairs, alterations, improvements and additions as Landlord shall desire or deem necessary to the Premises or to the Building or to any equipment located in the Building or as Landlord may be required to do by governmental authority or Court Order or decree.

**10. ADDITIONS AND ALTERATIONS:** Tenant shall not, without the prior written consent of Landlord, make any alterations, improvements or additions to the Premises. Said consent shall not be unreasonably withheld if such alterations, improvements or additions do not adversely affect the Building's structure or common systems or areas or detract from the Building's appearance from outside of the Premises. If Landlord consents to said alterations, improvements, or additions, it may impose such conditions with respect thereto as Landlord deems appropriate, including, without limitation, requiring Tenant to furnish Landlord with security for the payment of all costs to be incurred in connection with such work, insurance against liabilities which may arise out of such work, and plans and specifications plus permits necessary for such work. The work necessary to make any alterations, improvements or additions to the Premises shall be done at Tenant's expense by employees of or contractors hired by Landlord and by virtue of competitive bidding, except to the extent Landlord gives its prior written consent to Tenant's hiring contractors. Tenant shall promptly pay to Landlord or to Tenant's contractors, as the case may be, when due, the cost of all such work and of all decorating required by reason thereof. Tenant shall also pay to Landlord Additional Rent in accordance with the terms and limitations set forth in Section 9 above. Upon completion Tenant shall deliver to Landlord, if payment is made directly to Contractors, evidence of payment, contractor's affidavits and full and final waivers of all liens for labor, services or materials. Tenant shall defend and hold Landlord and the Land and Building harmless from all costs, damages, liens, and expenses relating to such work. All work done by Tenant or its contractors pursuant to Sections 9 or 10 shall be done in a first-class-workmanlike manner using only good grades of materials and shall comply with all insurance requirements and all applicable laws and ordinances and rules and regulations of governmental departments or agencies.

All alterations, improvements and additions to the Premises, whether temporary or permanent in character, made or paid for by Landlord or Tenant, shall without compensation to Tenant become Landlord's property at the termination of this Lease by lapse of time or otherwise and shall, unless Landlord had requested their removal when Landlord consented to their installation (in which case Tenant shall remove the same as provided in Section 18), be relinquished to Landlord in good condition, ordinary wear and tear excepted. Notwithstanding anything herein to the contrary, Tenant may make improvements, modification or alterations

not costing over One Thousand Dollars (\$1,000.00) within any one month without notice or approval to Landlord and without any obligation to pay additional rent to Landlord.

**11. COVENANT AGAINST LIENS:** Tenant has no authority or power to cause or permit any lien or encumbrance of any kind whatsoever, whether created by act of Tenant, operation of law or otherwise, to attach to or be placed upon Landlord's title or interest in the Land, Building or Premises, and any and all liens and encumbrances created by Tenant shall attach to Tenant's interest only. Tenant covenants and agrees not to suffer or permit any lien of mechanics or materialmen or others to be placed against the Land, Building or Premises with respect to work or services claimed to have been performed for or materials claimed to have been furnished to Tenant or the Premises, and, in case of any such lien attaching, Tenant covenants and agrees to cause it to be immediately released and removed of record on or before the earlier of (i) fourteen (14) days following Tenant's receipt of notice thereof, or (ii) thirty (30) days following the recording date of such lien and Tenant's receipt of notice thereof.

In the event that such lien is not released and removed as aforesaid, Landlord at its sole option, may take all action necessary to release and remove such lien without any duty to investigate the validity thereof. Tenant shall promptly upon notice reimburse Landlord for all sums, costs and expenses (including reasonable attorney's fees) incurred by Landlord in connection with any lien described in this Section, and the same shall be deemed to be additional Rent due hereunder.

**12. INSURANCE:**

**A. Waiver of Subrogation** - So long as their respective insurers so permit, Landlord and Tenant each hereby waive any and every claim for recovery from the other for any and all loss or damage to the Building or Premises or to the contents thereof, which loss or damage is covered by valid and collectible fire and extended coverage insurance policies, to the extent that such loss or damage is recoverable under said policies. Inasmuch as this mutual waiver will preclude the assignment of any such claim by subrogation (or otherwise) to an insurance company (or any other person), Landlord and Tenant each agree to give to each insurance company which has issued, or in the future may issue, to either of them policies of fire and extended coverage insurance, written notice of the terms of this mutual waiver, and to have said insurance policies properly endorsed, if necessary to prevent the invalidation of said insurance coverage by reason of said waiver.

**B. Coverage** - The City of Fort Lauderdale / Tenant is self-insured and is entitled to all the benefits and protection provided by Section 768.28, Florida Statutes. Notice of all and any claims the Lessor might have against the Lessee shall be made immediately upon the City. The City shall process all such claims pursuant to Section 768.28 of the Florida Statutes and in accordance with all other laws and its ordinances. ~~Tenant shall carry insurance during the entire Term insuring Tenant with terms, coverages and in companies reasonably satisfactory to Landlord, and with such increases in limits as Landlord may from time to time request, but initially Tenant shall maintain the following coverages in the following amounts:~~

- (1) ~~In case of personal injury to or death of any person or persons, not less than \$1,000,000 for each injury or death to a person and \$3,000,000 for each incident involving personal injury or death to persons and, in case of property damage, not less than \$1,000,000 for any occurrence and Landlord shall be named as additional insured therein; and~~
- (2) ~~In case of fire, sprinkler leakage, malicious mischief, vandalism, and other extended coverage perils, for the full insurable replacement value of all additional improvements and alterations to the premises and of all office furniture, trade fixtures, office equipment, merchandise and all other items of Tenant's property on the Premises.~~

~~Tenant shall, prior to the commencement of the Term, furnish to Landlord certificates evidencing such coverage, which certificates shall state that such insurance coverage may not be changed or cancelled without at least ten (10) days prior written notice to Landlord and Tenant.~~

**C. Avoid Action Increasing Rates** - Tenant shall comply with all applicable laws and ordinances, all orders and decrees of Court and all requirements of other governmental authorities, and shall not directly or indirectly, make any use of the Premises which may thereby be prohibited or be dangerous to person or property or which may jeopardize any insurance coverage, or may increase the cost of insurance or require additional insurance coverage. In no event shall Tenant permit in the Premises any Hazardous Wastes or any flammable such as gasoline, turpentine, kerosene, naptha and benzine, or explosives or any other articles of intrinsically dangerous nature, and in no event shall tenant, its agents, employees or invitees bring any such Hazardous Wastes, flammables or other articles into the Building. If by reason of the failure of Tenant to comply with the provisions of this Section 12C, any insurance coverage is jeopardized or insurance premiums are increased, Landlord shall have the option either to terminate this Lease or to require Tenant to make immediate payment of the increased insurance premium, as the case may be, and the same shall be deemed additional rent due hereunder.

D. Landlord shall maintain general liability insurance insuring Landlord for injury to persons and property occurring on the common areas within and surrounding the Building, with policy limits of at least \$1,000,000 combined single limits and annual aggregate. Landlord shall provide Tenant with appropriate evidence of such insurance coverage prior to the commencement date.

E. Landlord shall also maintain casualty insurance insuring the value of the building, as determined by Landlord. Upon written request, Landlord shall provide Tenant with appropriate evidence of such insurance coverage prior to the Commencement Date.

### 13. FIRE OR CASUALTY/REPAIRS AND MAINTENANCE:

A. **Restoration/Cancellation Upon Major Damage** - If the Premises or the Building (including machinery or equipment used in its operation) shall be damaged by fire or other casualty and if such damage does not render all or a substantial portion of the Building or the Premises untenable, then Landlord shall repair and restore the same with reasonable promptness, subject to reasonable delays for insurance adjustments and delays caused by matters beyond Landlord's control. If any such damage renders all or a substantial portion of the Building or the Premises untenable, Landlord shall with reasonable promptness after the occurrence of such damage estimate the length of time that will be required to substantially complete the repair and restoration of such damage and shall by written notice advise tenant of such estimate. If such estimate is that the amount of time required to substantially complete the repair and restoration will exceed one hundred twenty (120) days from the date such damage occurred, then either Landlord or Tenant shall have the right to terminate this Lease as of the date of such damage upon giving notice to the other at any time within twenty (20) days after Landlord gives Tenant the notice containing said estimate (it being understood that Landlord may, if it elects to do so, also give such notice of termination together with the notice containing such estimate). Unless this Lease is terminated as provided in the preceding sentence, Landlord shall proceed with reasonable promptness to repair and restore the Premises substantially in accordance with the Plans and specs but Landlord shall have no liability to Tenant, and Tenant shall not be entitled to terminate this Lease, in the event such repairs and restoration are not in fact completed within the time period estimated by Landlord, as aforesaid, or within said one hundred twenty (120) days. Notwithstanding anything to the contrary herein set forth, Landlord shall have no duty pursuant to this Section 13 to repair or restore any portion of the alterations, additions or improvements in the Premises or the decoration thereto except to the extent that such alterations, additions, improvements and decoration are equivalent to the standard Tenant improvements then offered in the Building. If Tenant wants any other or additional repairs or restoration and if Landlord consents thereto, the same shall be done at Tenant's expense subject to all of the provisions of Section 10 hereof.

B. **Rent Abatement** - In the event any such fire or casualty damage not caused by the act or neglect of Tenant, its agents or servants, renders the Premises untenable and if this Lease shall not be terminated pursuant to Section 13A hereof by reason of such damage, Tenant shall be entitled as its sole remedy to an abatement of Rent during the period beginning with the date of such damage and ending with the date when Landlord tenders the Premises to Tenant as being ready for occupancy. Such abatement shall be in an amount bearing the same ratio to the total amount of Rent for such period as the portion of the Premises not ready for occupancy from time to time bears to the entire Premises. \*

### C. Landlord's Responsibility for Repair and Maintenance:

Landlord agrees, at its sole cost and expense to keep in good order and condition and repair and/or replace the structural portions of the Building, the roof and roof membrane, foundations, appurtenances, heating, ventilating and air conditioning equipment, electrical systems, plumbing systems, lighting, elevator, storm drainage and other mechanical systems serving the Building and the Premises, parking areas and exterior walls and windows of the Building and underground utility and sewer pipes outside of the exterior walls of the Building. However, Landlord shall not be responsible for any damage to personal property contained within the Premises caused by leaks in the roof, bursting pipes or from any vices or defects of the Premises or the consequence thereof, provided that such damage is not caused in whole or in part by the negligent acts or omissions of Landlord, its agents, contractors, servants or employees. In the event Landlord enters into a maintenance or repair contract with a third party service provider ("Contractor") that effects Tenant's premises (Suite #503), then Tenant shall have the right to litigate against such Contractor as a third party beneficiary of such contract, in the event, Contractor fails to perform properly. \*

14. **WAIVER OF CLAIMS/INDEMNIFICATION** - To the extent not prohibited by law, and to the extent such damage or loss is not caused in whole or in part by the negligent acts or omissions of Landlord, Landlord and its officers, agents, servants and employees shall not be liable for any damage to property or resulting from the loss of use thereof sustained by Tenant or by other persons due to the building or any part thereof or any appurtenances thereof becoming out of repair, or due to the happening of any accident or event in or about the Building, or due to act or any neglect of any Tenant or occupant of the Building or of any other person. This provision shall apply particularly (but not exclusively) to damage caused by gas, electricity, frost, steam, sewage, sewer gas or odors, fire, water, or by the bursting or leaking of pipes, faucets, sprinklers, plumbing fixtures, and windows, and shall apply without distinction as to the person whose act or neglect was responsible for the damage and whether the damage was due to any of the causes specifically enumerated above or to some other cause of an entirely different kind. Tenant further agrees that all personal property upon the premises, or upon loading docks, receiving and holding areas, or freight elevators of the building, shall be at the risk of Tenant only, and that Landlord shall not be liable for any loss or damage thereto or theft thereof. ~~Without limitation of any other provisions hereof, Tenant agrees to defend, protect, indemnify and~~ CC not for damage to p 12 \*

~~save harmless Landlord from and against all liability to third parties arising out of the acts or negligence of Tenant and its servants, agents, employees, contractors, suppliers, workmen, or invitees. To the extent permitted by law and to the limitations of the statutory waiver of sovereign immunity in § 768.28, Florida Statutes, Tenant agrees to indemnify and save harmless the Landlord against and from any and all claims by or on behalf of any person, firm or corporation arising from any breach or default in the performance of any covenant or act by Tenant required by this Lease, including any other damages, claims and liability arising from any accident or injury whatsoever caused by the negligent acts or omission of Tenant or breach or default in the performance of any covenant required by this Lease during the term of this Lease Agreement, or any extension hereof, which occurs on or about the Leased Premises. The indemnification herein provided shall include all costs, counsel fees, expenses and liabilities incurred in connection with any such claim or action or proceeding brought thereon. Each party shall be responsible for its own negligence and the negligent acts of its employees and agents. Nothing herein shall constitute or be interpreted as a waiver of the protections, immunities and limitations afforded Lessee pursuant to § 768.28, Florida Statutes.~~

**15. NONWAIVER** - No waiver of any provision of this Lease shall be implied by any failure of either party to enforce any remedy on account of the violation of such provision even if such violation be continued or repeated subsequently, and no express waiver shall affect any provision other than the one specified in such waiver and that one only for the time and in the manner specifically stated. No receipt of monies by Landlord from Tenant after the termination of this Lease will in any way alter the length of the Term or of Tenant's right of possession hereunder or after the giving of any notice shall reinstate, continue or extend the Term or affect any notice given Tenant prior to the receipt of such monies, it being agreed that after the service of notice on the commencement of a suit or after final judgment for possession of the Premises, Landlord may receive and collect any Rent due, and the payment of said Rent shall not waive or effect said notice, suit or judgment.

**16. CONDEMNATION** - If the Land or the Building or any portion thereof which includes a substantial part of the Premises or which prevents the economical operation of the Building or Premises shall be taken or condemned by any competent authority for any public or quasi-public use or purpose, the Term of this Lease and the Term and estate hereby granted shall end upon, and not before, the date when the possession of the part so taken shall be required for such use or purpose and without apportionment of the condemnation award. Tenant shall have no right to share in such award, but may seek its own award for loss of or damage to Tenant's business or its property resulting from such taking (provided that such an award to Tenant does not in any way diminish the award payable to Landlord on account of such taking). If the Lease is terminated, current rent shall be apportioned as of the date of such termination.

**17. ASSIGNMENT AND SUBLETTING** - Tenant shall not, without the prior written consent of Landlord (which consent shall not unreasonably be withheld, (1) assign, convey, or mortgage the Lease or any interest hereunder; (2) suffer to occur or permit to exist any assignment of this Lease, or any lien upon Tenant's interest involuntarily or by operation of Law; (3) sublet the Premises or any part thereof; or (4) permit the use of the Premises by any parties other than Tenant and its employees. Landlord's consent to any assignment, subletting or transfer shall not constitute a waiver of Landlord's right to withhold its consent to any future assignment, subletting or transfer. Landlord's consent shall not be withheld in the case of assignment or subletting to an entity controlling, controlled by or under common control with, Tenant or to any successor to Tenant, by merger (any such entity or successor being sometimes hereinafter referred to as an "affiliate" of Tenant).

Tenant shall give Landlord written notice of any proposed assignment or sublease which notice shall contain the proposed principal terms thereof, and upon receipt of such notice, Landlord shall have the option to terminate the Lease in the case of a proposed assignment or a proposed sublease of all of the Premises, or if Tenant proposes to sublease less than all of the Premises, to terminate the Lease with respect to the portion to be so subleased, in which latter event the Rent and parking charges shall be adjusted on the basis of square feet of Rentable Area which remain under this Lease. If Landlord wishes to exercise such option to terminate, Landlord shall within thirty (30) days after Landlord's receipt of such notice from Tenant, send to Tenant a notice so stating and in such notice Landlord shall specify the date as of which such termination is effective, which date shall be not less than thirty (30) and not more than ninety (90) days after the date on which Landlord sends such notice. If Landlord does not elect to terminate as aforesaid, Landlord may withhold its consent to any proposed assignment or subletting if in Landlord's reasonable business judgment, the proposed assignee or subtenant (1) does not have adequate financial responsibility, or (2) intends to conduct a business in the Premises which is inappropriate for a first-class office building or which is inconsistent with the then existing mix of tenants in the Building. Tenant acknowledges and agrees that Landlord's consent is conditioned upon Tenant remaining primarily liable for the obligation pursuant to this Lease regardless of any assignment or subletting. Tenant further acknowledges and agrees that Landlord has a vital interest in the nature, variety and location of tenants in the Building as a whole and that Landlord's right to withhold its consent on the aforesaid basis to any proposed assignment or subletting is a material consideration for the rental rate and terms contained in this Lease.

Tenant may without Landlord approval assign or sublet its interest under this Lease to permit the use of the Premises to any subsidiary, provided Tenant shall continue to remain primarily liable for its obligations pursuant to this Lease. A "subsidiary" shall mean any corporation in which not less than one hundred percent (100%) of the outstanding stock shall, at all times be owned directly or indirectly by Tenant or Tenant's parent corporation.

Notwithstanding any of the foregoing provisions of this Section 17 to the contrary, if Landlord does not elect to terminate this Lease, but approves a proposed assignment or subletting by Tenant and such assignment or subletting will be made by Tenant for a monthly rate in excess of the rentals then currently paid by the Tenant (except in the case of assignment or subletting to a subsidiary of Tenant), Landlord shall be paid one-half (1/2) of such excess amount ("Excess Rental").

A non-refundable fee of \$500.00 is required for processing and underwriting of each Application. This fee does not guarantee approval and Landlord reserves the right to deny any applicant they deem unqualified.

**18. SURRENDER OF POSSESSION** - Upon the expiration of the Term or upon the termination of Tenant's right of possession, whether by lapse of time or at the option of Landlord as herein provided, Tenant shall forthwith surrender the Premises to Landlord in good order, repair and condition, ordinary wear excepted. All permanent alterations, improvements and additions to the Premises, made or paid for by Landlord or Tenant, shall without compensation to Tenant become Landlord's property at the termination of this Lease by lapse of time or otherwise and shall be relinquished to Landlord in good condition, damage by fire and other casualty which effects the Building and ordinary wear excepted. Tenant shall remove all of its property from the premises. Tenant agrees to remove at the termination of the Term or of its right of possession, the following items of property: office furniture, trade fixtures, office equipment and all other items of Tenant's property or temporary improvements on the Premises, and Tenant shall pay to Landlord upon demand the cost of repairing any damage to the Premises and to the Building caused by any such removal. If Tenant shall fail or refuse to remove any such property from the Premises, Tenant shall be conclusively presumed, after ten (10) days' advance notice of such failure to remove and an opportunity to cure same, to have abandoned the same, and title thereto shall thereupon pass to Landlord without any cost either by set-off, credit, allowance, or otherwise, and Landlord may at its option accept the title to such property or at Tenant's expense may (1) remove the same or any part in any commercially reasonable manner that Landlord shall choose, and (2) store, destroy or otherwise dispose of the same without incurring liability to Tenant or any other person.

**19. HOLDING OVER** - Tenant shall pay to Landlord an amount as Rent equal to two hundred percent (200%) (i.e. double the then current monthly rent) of the rent herein provided during each month which Tenant shall retain possession of the Premises or any part thereof after the termination of the Term of Tenant's right of possession, whether by lapse of time or otherwise, and also shall pay all reasonable damages sustained by Landlord on account thereof. The provisions of this Section 19 shall not be deemed to limit or constitute a waiver of any other rights or remedies of Landlord provided herein or at Law.

**20. ESTOPPEL CERTIFICATE** - Each party agrees upon request of the other that they will deliver to party requesting a statement in writing certifying (1) that this Lease is unmodified and in full force and effect, (or, if there have been modifications, that the Lease as modified is in full force and effect); (2) the dates on which Tenant began paying Rent and that no Rent has been paid in advance; (3) that neither the Tenant nor the Landlord is in default under any provision of this Lease, or, if in default, the nature thereof in detail; (4) that Tenant has no existing defenses or offsets to the enforcement of the Lease, or if any, specifying same; and (5) provided the Commencement Date has occurred, that Tenant has accepted and occupied the Premises and that the Premises have been completed in accordance with the terms hereof; it being intended that any such statement may be relied upon by any prospective purchaser, mortgagee or tenant of the building, or any prospective assignee of any mortgage thereof. Tenant, by and through its City Manager, shall execute and deliver whatever instruments may be required for such purposes, and in the event Tenant fails to do so within twenty (20) days after demand in writing Tenant shall be considered in default under this Lease. Landlord agrees that within twenty (20) days after receipt of a written request therefore, Landlord will certify to Tenant the foregoing information.

**21. SUBORDINATION** - This Lease is subject and subordinate to all present and future ground or underlying leases of the Land and to the lien of any mortgages or trust deeds, now and hereafter in force against the Land and Building, or either, and to all renewals, extensions, modifications, consolidation and replacements thereof, and to all advances made or hereafter to be made upon the security of such mortgages of trust deeds. Tenant shall at Landlord's request execute such further instruments or assurances as Landlord may deem reasonably necessary to evidence or confirm the subordination of this Lease to any such mortgages, trust deeds, ground leases or underlying Leases.

**22. CERTAIN RIGHTS RESERVED BY LANDLORD** - Landlord shall have the following rights, each of which Landlord may exercise at Landlord's expense, without liability to Tenant for damage or injury to property, person or business on account of the exercise thereof, and the exercise of any such rights shall not be deemed to constitute an eviction or disturbance of Tenant's use or possession of the Premises and shall not give rise to any claim for set-off or abatement of rent or any other claim:

A. To change the Building's name or street address, provided further that as to any change of the name or designation of the Project such successor name or designation shall be befitting a reputable office building in a metropolitan area and shall not be of a coarse, vulgar, or obscene nature or morally offensive.

B. To install, affix and maintain any and all signs on the exterior and on the interior of the Building.



C. To decorate or to make repairs, alterations, additions, or improvements, whether structural or otherwise, in and about the Building, or any part thereof, and for such purposes to enter upon the Premises, and, during the continuance of any of said work, to temporarily close doors, entryways, public space and corridors in the Building and to interrupt or temporarily suspend services or use of facilities, all without affecting any of Tenant's obligations hereunder, so long as the Premises are reasonably accessible and usable to Tenant's reasonable satisfaction. Landlord agrees to the extent reasonably possible, in Landlord's sole determination to make repairs, alterations, additions or improvements during non-business hours.

D. To retain at all times, and to use only in appropriate instances, keys to all doors within and into the Premises. Notwithstanding the provisions for Landlord's access to portions of the Premises, Tenant relieves and releases the Landlord of all responsibility arising out of theft, robbery and pilferage, provided Landlord's negligent acts or omissions are not the proximate cause and cause in fact of such acts of theft, robbery and pilferage. Upon the expiration of the term or of Tenant's right to possession, Tenant shall return all keys to Landlord and shall disclose to Landlord the combination of any safes, cabinets, or vaults left in the Premises.

E. To designate that window treatments shall consist of building standard blinds and to designate and approve, prior to installation, all types of additional window shades, blinds, or draperies.

F. To approve the weight, size and location of safes, vaults and other heavy equipment and articles in and about the Premises and the Building (so as not to exceed the legal live load per square foot designated by the structural engineers for the Building), and to require all such items and furniture and similar items to be moved into or out of the Building and premises only at such times and in such manner as Landlord shall direct in writing. Tenant shall not install or operate machinery or any mechanical devices of a nature not directly related to Tenant's ordinary use of the Premises without the prior written consent of Landlord. Movements of Tenant's property into or out of the Building and within the Building are entirely at the risk and responsibility of Tenant.

G. To close the Building after regular working hours and on Saturdays, Sundays and legal holidays subject, however, to Tenant's right to admittance to the Premises under such regulations as Landlord may prescribe from time to time; which may include but shall not be limited to, a requirement that persons entering or leaving the Building identify themselves to a watchman by registration or otherwise and establish their right to enter or leave the Building. Such regulations may include, but shall not be limited to, the requiring of identification from Tenant's employees, agents, clients, customers, invitees visitors and guests.

H. To establish controls for the purpose of regulating all property and packages (both personal and otherwise) to be moved into or out of the Building and Premises.

I. To regulate delivery and service of supplies in order to insure the cleanliness and security of the Premises.

J. To show the Premises to prospective Tenants at reasonable hours and upon reasonable notice during the last three (3) months of the Term and, if vacated or abandoned, to show the Premises at any time and to prepare the Premises for re-occupancy.

K. To erect, use and maintain pipes, ducts, wiring and conduits and appurtenances thereto, in and through the Premises at reasonable locations.

23. **RULES AND REGULATIONS** - Tenant covenants and agrees to keep and observe the rules and regulations attached to this Lease as Exhibit C and made a part hereof provided all tenants are subject to same. Landlord shall have the right from time to time to prescribe additional rules and regulations which, in its judgment, may be desirable for the use, entry, operation and management of the Premises and Building, each of which additional rules and regulations shall become a part of this Lease, provided however, that no such additional rule or regulation promulgated by Landlord shall be effective as against Tenant until Tenant has received thirty (30) days prior notice thereof; and provided, further, that such additional rule or regulation shall not require Tenant to pay any additional amounts or otherwise materially modify the rights or obligations of Tenant under the Lease or requires Tenant to take any action that is contrary to the obligations imposed upon it by operation of law as an agency of the City of Fort Lauderdale.

24. **DEFAULT/LANDLORD'S REMEDIES** - If default shall be made in the payment of the Rent or any installment thereof or in the payment of any other sum required to be paid by Tenant under this Lease or under the terms of any other agreement between Landlord and Tenant and such default shall continue for a period of seven (7) days after written notice or if default shall be made in the observance or performance of any of the other covenants or conditions in this Lease which Tenant is required to observe and perform and such default shall continue for a period of ten (10) days after written notice to Tenant, or if a default involves a hazardous condition and is not cured by Tenant immediately upon written notice to Tenant, or if the interest of Tenant in this Lease shall be levied on under execution or other legal process, or if voluntary petition in bankruptcy or for corporate reorganization or any similar relief shall be filed by Tenant, or if any involuntary petition in bankruptcy shall be filed against Tenant under any Federal or State bankruptcy or insolvency act and shall not have been dismissed within thirty (30) days from the filing thereof, or if a receiver shall be appointed for Tenant or any of



the property of Tenant by any court and such receiver shall not have been dismissed within thirty (30) days from the date of his appointment, or if Tenant shall make an assignment for the benefit of creditors, or if Tenant shall admit in writing Tenant's inability to meet Tenant's debts as they mature, or if Tenant shall abandon or vacate the Premises during the Term (unless Tenant continues to comply with all terms of this Lease, including, but not limited to, the obligation to pay rent and parking charges as required herein,) then Landlord may treat the occurrence of any one or more of the foregoing events as a breach of this Lease, and thereupon at its option may, with or without notice or demand of any kind to Tenant or any other person, have any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity or elsewhere herein:

A. Landlord may terminate this Lease and the Term created hereby, in which event Landlord may forthwith repossess the Premises and be entitled to recover forthwith as damages a sum of money equal to the Rent provided to be paid by Tenant for the balance of the original Term, and plus any other sum of money and damages owned by Tenant to Landlord all of which amounts shall, at Landlord's option, be accelerated and shall be immediately due and payable from Tenant to Landlord.

B. Landlord may terminate Tenant's right of possession and may repossess the Premises by forcible entry and detainer suit, by taking peaceful possession or otherwise, without terminating the Lease.

C. In either of the foregoing events Landlord may, but shall be under no obligation to, relet the same for the account of Tenant, for such rent and upon such terms as shall be satisfactory to Landlord. For the purpose of such reletting, Landlord is authorized to decorate or to make any repairs. If Landlord shall fail to relet the Premises, Tenant shall pay to Landlord as damages a sum equal to the present value of the amount of the Rent reserved in this Lease for the balance of its original Term plus any other sum of money and damages owed by Tenant to Landlord, all of which amounts shall, at Landlord's option be accelerated and shall be immediately due and payable from Tenant to Landlord. If the Premises are relet and a sufficient sum shall not be realized from such reletting after paying all of the costs and expenses of such decorations, repairs, changes, alterations and additions and the expenses of such reletting and of the collection of the rent accruing therefrom to satisfy the Rent provided for in this Lease, Tenant shall satisfy and pay any such deficiency upon demand therefore from time to time. Tenant agrees that Landlord may file suit to recover any sums falling due under the terms of this Section 24 from time to time and that no suit or recovery of any portion due Landlord hereunder shall be any defense to any subsequent action brought for any amount not theretofore reduced to judgment in favor of Landlord.

Acceleration  
Clause

25. **EXPENSES OF ENFORCEMENT** - The prevailing party shall be entitled to recover all costs, charges and expenses, including the reasonable fees and out-of-pocket expenses of counsel, agents and others retained to enforce the obligations hereunder or incurred in any litigation through the trial and appellate levels, negotiation or transaction. For the purpose of this lease such costs, fees, etc. shall be considered additional rent.

26. **COVENANT OF QUIET ENJOYMENT** - Landlord covenants that Tenant, on paying the Rent, charges for services and other payments herein reserved, and, on keeping, observing and performing all the other terms, covenants, conditions, provisions and agreements herein contained on the part of Tenant to be kept, observed, and performed, shall, during the Term, peaceably and quietly have, hold and enjoy the Premises subject to the terms, covenants, conditions, provisions, and agreements hereof.

27. **REAL ESTATE BROKER** - The Tenant represents that the Tenant has dealt with no broker in connection with this Lease other than the broker or brokers, if any, named on Exhibit B to this Lease, and that insofar as the Tenant knows, no other broker or finder negotiated this Lease or is entitled to any commission or fee in connection herewith. ~~Tenant agrees to indemnify, defend and hold Landlord free and harmless from and against all claims for broker's commissions or finder's fee by any person claiming to have been retained by Tenant in connection with this transaction or to have caused this transaction other than the Broker or brokers, if any, named on Exhibit B.~~

28. **HAZARDOUS MATERIALS PROVISIONS** -

A. It is further agreed that, in the event ACM is found to be present within the Premises: (i) Tenant shall immediately give Landlord written notice of such fact; (ii) Tenant shall forthwith cease all activities (including but not limited to performance of alterations, renovations or redecoration activities) that disturb Asbestos Containing Materials or any other Hazardous Materials (collectively "ACM"), compromise environmental quality or violate any legal requirement; (iii) Landlord may (if it so elects) upon receipt of such notice from Tenant, retain control of all procedures employed for ACM removal work; (iv) Landlord shall cause the removal of all ACM to be accomplished in accordance with all laws, regulations and legal requirements of governmental agencies or authorities having jurisdiction. Any ACM brought upon or incorporated into the Premises by Tenant shall be removed at Tenant's sole cost and expense. If required by Landlord to do so, in order to accomplish ACM removal, Tenant shall temporarily close the Leased Premises for business, remove its inventory and other contents, permit entry to accomplish ACM removal and generally cooperate with Landlord and its agent's removal efforts. In the event of any conflict or inconsistency between this clause and any other provision of this Lease (including but not limited to any provision regarding repairs, maintenance, alterations and compliance with laws) the provisions of this Clause shall control.

B. Tenant agrees that it shall not use the Premises for the handling, storage, transportation or disposal of any Hazardous Materials hazardous or toxic materials and Tenant's activities conducted on the Premises shall not pose any significant hazard to human health or the environment or violate any applicable federal, state or local laws, ordinances, rules, regulations or requirements pertaining to Hazardous Materials hazardous or toxic materials. To the extent of the limitations of legislative waiver of sovereign immunity as set forth in § 768.28, Florida Statutes and no further, Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all loss, liability, obligations, damages, injuries, defenses, fees, costs, penalties, charges, enforcement actions, claims and damages of any kind or nature whatsoever incurred by Landlord as a result of Tenant's use, handling, storage, or transportation of such Hazardous Materials hazardous or toxic materials. The indemnity shall survive the termination of this Agreement for a period not to exceed one (1) year. Hazardous and toxic materials as used herein shall include but not be limited to (i) hazardous substance as defined in Section 101 (14) of the Comprehensive Environmental Response, Compensation and Liability Act (42 USC 9601 (14)); (ii) "hazardous waste" as defined in Chapter 403 (Part IV) of the Florida Statutes; (iii) asbestos; (iv) radon; and (v) Petroleum Products.

## 29. MISCELLANEOUS -

A. Rights Cumulative - All rights and remedies of Landlord under this Lease shall be cumulative and none shall exclude any other rights and remedies allowed by law.

B. Late Charge - To cover the cost of any increase in administrative expense, Tenant agrees to pay a late charge, equal to the greater of \$200.00 or five percent (5%) of all payments becoming due under this Lease and remaining unpaid after the expiration of all applicable grace periods. All such charges for the purpose of this Lease are considered Additional Rent.

C. Terms - The necessary grammatical changes required to make the provisions hereof apply either to corporations or partnerships or individuals; men or women, as the case may require, shall in all cases be assumed as though in each case fully expressed.

D. Binding Effect - Each of the provisions of this Lease shall extend to and shall, as the case may require, bind or inure to the benefit not only of Landlord and of Tenant, but also of their respective successors or assigns, provided this clause shall not permit any assignment by Tenant contrary to the provisions of Section 17 hereof.

E. Lease Contains All Terms - All of the representations and obligations of Landlord are contained herein and in the Work Letter, and no modification, waiver or amendment of this Lease or of any of its conditions or provisions shall be binding upon either party unless in writing signed by both parties or by their duly authorized agents empowered by a written authority.

F. Delivery for Examination - Submission of the form of the Lease for examination shall not bind Landlord in any manner, and no Lease or obligations of Landlord shall arise until this instrument is signed by both Landlord and Tenant and delivery is made to each.

G. No Air Rights - No rights to any view or to light or air over any property, whether belonging to Landlord or any other person, are granted to Tenant by this Lease.

H. Modification of Lease - If any lender requires as a condition to its lending funds, the repayment of which is to be secured by a mortgage or trust deed on the Land and Building, or either, that certain modifications be made to this Lease, which modifications will not require Tenant to pay any additional amounts or otherwise change materially the rights or obligations of Tenant hereunder, Tenant shall, upon Landlord's request, execute appropriate instruments effecting such modification.

I. Substitution of Other Premises - At any time hereafter, Landlord may (upon thirty (30) days prior notice) substitute for the Premises other premises in the Building (herein referred to as the "New Premises") provided that the New Premises shall be similar to the Premises in area and usable for Tenant's purposes; and if Tenant is already in occupancy of the Premises, then in addition Landlord shall pay the expenses of Tenant's moving from the Premises to the New Premises and for improving the New Premises so that they are substantially similar to the Premises. Such move shall be made during evening, weekends, or otherwise so as to incur the least inconvenience to Tenant.

J. Transfer of Landlord's Interest - Tenant acknowledges that Landlord has the right to transfer its interest in the Land and Building and in this Lease, and Tenant agrees that in the event of any such transfer Landlord shall automatically be released from all liability under this Lease and Tenant agrees to look solely to such transferee for the performance of Landlord's obligations hereunder.

K. Landlord's Title - Landlord's title is and always shall be paramount to the title of Tenant. Nothing herein contained shall empower Tenant to do any act which can, shall or may encumber the title of Landlord.

L. Prohibition Against Recording - Neither this Lease, nor any memorandum, affidavit or other writing with respect thereto, shall be recorded by Tenant or by anyone acting through, under or on behalf of

Tenant, and the recording thereof in violation of this provision shall make this Lease null and void at Landlord's election.

**M. Captions** - The captions of sections and subsections are for convenience only and shall not be deemed to limit, construe, affect, or alter the meaning of such sections or subsections.

**N. Only Landlord/Tenant Relationship** - Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent, partnership, joint venturer or any association between Landlord and Tenant, it being expressly understood and agreed that neither the method of computation of Rent nor any other provisions contained in this Lease nor any act of the parties hereto shall be deemed to create any relationship between Landlord and Tenant other than the relationship of Landlord and Tenant.

**O. Radon Gas** - Florida law requires that the following notice be provided on at least one document, form or application executed at the time of or prior to execution of a rental agreement for any building: "Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your County Public Health Unit".

**P. Excuse of Landlord's Performance** - Anything in this Lease to the contrary notwithstanding, Landlord shall not be deemed in default with respect to the performance of any of the terms, covenants and conditions of this Lease if same shall be due to any strike, lockout, civil commotion, war-like operation, invasion, rebellion, hostilities, military or usurped power, sabotage, government, regulations or controls, inability to obtain any material or service, through an act of God or any other cause reasonably beyond the control of Landlord. Landlord shall not be liable for failure to give Tenant possession in accordance with the provisions of this Lease due to any of the foregoing conditions. The time for Landlord's performance shall be extended as a result of the foregoing.

**Q. Landlord's Representation** - Landlord represents and warrants that the Premises and the Building comply with all applicable laws and regulations dealing with access by handicapped persons. To the extent that the Premises are not fully accessible to any handicapped employee or invitee of Tenant, Landlord shall take all reasonable steps to modify the Building and/or the Premises so as to offer full accessibility.

**R. Authority** - Each individual signing this Lease hereby represents and warrants that he/she is empowered and duly authorized to bind the representative entity which is a party to this Lease.

**30. NOTICES** - All notices to be given under this Lease shall be in writing and delivered personally or deposited in the United States mails, certified or registered mail with return receipt requested, postage prepaid or the equivalent of such, or telecopier addressed as follows:

**A. If to Landlord:**

Dennis Udwin, President  
Harare Development, Inc.  
2328 10th Avenue North, Suite 401  
Lake Worth, FL 33461

or to such other person at such other address designated by notice sent by Landlord to Tenant.

**B. If to Tenant:**

City Manager  
City of Fort Lauderdale  
P.O. Box 14250  
Fort Lauderdale, FL 33302-4250

City Attorney  
City of Fort Lauderdale  
P.O. Box 14250  
Fort Lauderdale, FL 33302-4250

With copy to :  
City Prosecutor  
City of Fort Lauderdale  
600 S. Andrews Avenue, Suite 503  
Fort Lauderdale, FL 33301

Notice by mail shall be deemed to have been given three (3) days after deposited in the United States Mail as aforesaid.

**31. LIMITATION ON LANDLORD'S LIABILITY** - It is expressly understood and agreed by Tenant that none of Landlord's covenants, undertakings, or agreements are made or intended as personal covenants, undertakings or agreements by Landlord, and any liability for damage or breach of nonperformance by Landlord shall be collectible only out of Landlord's interest in the Building and no personal liability is assumed by, nor at any time may be asserted against, Landlord or any of its or their heirs, legal representative, successors and assigns, all such liability, if any, being expressly waived and released by Tenant.

**32. TIME IS OF THE ESSENCE** - Time is of the essence with regard to all parties obligation to pay Rent and perform all parties' obligations pursuant to this Lease.

~~**33. CONFIDENTIALITY** - The provisions of this Lease will remain confidential and will not be disclosed by Tenant to any third party without the written consent of Landlord in each instance, except to the extent reasonably necessary to perform the obligations arising hereunder. Notwithstanding the above, nothing herein shall prevent the disclosure or use of any information regarding this Lease by Landlord or that is required to be disclosed by order of a court of competent jurisdiction.~~<sup>1</sup>

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK

<sup>1</sup> This document is subject to disclosure under Florida's Public Records Law, Chapter 119, Florida Statutes.

IN WITNESS of the foregoing, Landlord and Tenant have signed this Lease as of the date first written above.

WITNESSES:

Saleem Ali  
Saleem Ali  
[Witness type or print name]

Cynthia Stewart  
Cynthia A. Stewart  
[Witness type or print name]

(CORPORATE SEAL)

TENANT:  
CITY OF FORT LAUDERDALE

By John P. Seiler  
John P. "Jack" Seiler, Mayor

By Allyson C. Love  
Allyson C. Love, Acting City Manager

ATTEST:

Jonda K. Joseph  
Jonda K. Joseph, City Clerk

Approved as to form:

Robert B. Dumas  
Assistant City Attorney

WITNESSES:

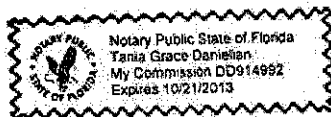
Bryan Cecchi  
Bryan Cecchi  
Stephanie Stark  
STATE OF FLORIDA:  
COUNTY OF BROWARD:

LANDLORD:  
HARARE DEVELOPMENT, INC.  
A FLORIDA CORPORATION

Dennis Udwin  
BY: DENNIS UDWIN, PRESIDENT

The foregoing instrument was acknowledged before me this 1 day of April, 2011, by DENNIS UDWIN, President of HARARE DEVELOPMENT, INC., a Florida corporation. He is personally known to me and did not take an oath.

(SEAL)



Tania Danielian  
Notary Public, State of Florida  
(Signature of Notary taking  
Acknowledgment)  
Tania Danielian  
Name of Notary Typed,  
Printed or Stamped

My Commission Expires:

10-21-13

**SCHEDULE OF EXHIBITS**

EXHIBIT	A	-	LEGAL DESCRIPTION OF BUILDING
EXHIBIT	B	-	BUSINESS TERMS
EXHIBIT	C	-	RULES AND REGULATIONS
EXHIBIT	D	•	LEGAL DESCRIPTION OF REMOTE PARKING LOT

EXHIBIT A

LEGAL DESCRIPTION OF BUILDING

LOTS 1, 2, AND 3, BLOCK 55, TOWN OF FORT LAUDERDALE ACCORDING TO THE PLAT THEREOF  
RECORDED IN PLAT BOOK "B", PAGE 40, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA,  
LESS THE WEST 15 FEET OF THE SOUTH 20 FEET OF LOT 2, FORT LAUDERDALE, BROWARD  
COUNTY, FLORIDA



EXHIBIT "B"

600 S. ANDREWS BUILDING

**TENANT:** City of Fort Lauderdale

**PREMISES:** "Premises" shall mean Suite 503 in the Building legally described on Exhibit A.

**BUILDING:** "Building" shall mean the office building commonly known as the 600 S. Andrews Building and located at 600 South Andrews Avenue, Fort Lauderdale, Florida 33301.

**TERM:** FIVE (5) YEARS

**COMMENCEMENT DATE:** "Commencement Date" shall mean JUNE 1<sup>st</sup>, 2011.

**TERMINATION DATE:** MAY 31<sup>st</sup>, 2016 or such earlier date in which the Term of this Lease shall expire or be terminated pursuant to the terms and conditions of this Lease or pursuant to law and subject to Tenant's option and holdover rights as set forth herein.

**RENT:** The following sets forth the Rent which shall be payable in equal monthly installments on the first (1st) day of each month:  
  
For the period of JUNE 1<sup>st</sup>, 2011 through MAY 31<sup>st</sup>, 2012: the monthly rent shall be \$2,994.67 per month plus sales tax of \$00.00 for a total of \$2,994.67. Commencing JUNE 1<sup>st</sup>, 2012 and each year thereafter, rent shall increase by CPI OR Three (3)% per year, whichever is less.

**IMPROVEMENTS:** LANDLORD AGREES TO PROVIDE NEW CARPETING FOR THE LEASED PREMISES. LANDLORD SHALL COMPLETE THE IMPROVEMENTS PRIOR TO TENANT'S OCCUPANCY.

**RENTABLE AREA OF PREMISES:** Approximately 2,246 square feet.

**PARKING:** Tenant shall be entitled to the use of the following parking spaces:  
  
(A) 4 non-exclusive parking space(s) in the parking lot and more specifically described in Exhibit D attached hereto and made a part hereof ("Parking Lot"), at no charge to Tenant.  
  
(B) 2 non-exclusive parking space(s) in the Parking Lot adjacent and to the south of the property, at monthly rental charge to Tenant of \$ 0.00 per parking space, payable to Landlord in accordance with Section 4 of this Lease. Landlord shall be responsible for the expense of providing two parking spaces in the adjacent lot.  
  
Tenant shall only be permitted to use, ~~and required to pay for~~, the number of parking spaces which are registered in Tenant's name with Landlord's Building Manager. Registration shall include written notice to Landlord's Building Manager of the License Tag of the car which will occupy each parking space. Landlord will provide Tenant with a security card. Tenant agrees to accept substitute parking spaces for the parking spaces referred to in paragraphs (A) and (B) ~~above for the property described on Exhibit D attached hereto and made a part hereof ("Parking Lot")~~, upon the same terms and conditions as the Parking Lot.

**USE:** Professional Offices

SECURITY DEPOSIT: \$00.00

LAND: The property described on Exhibit A, as same may be increased or decreased by Landlord from time to time.

EXECUTION OF LEASE: Within ten (10) days of full execution of Lease, Tenant will submit \$2,994.67, which shall consist of the first month's rent.

WITNESSES:

Bryan Zenchyk  
[Print or type name]

Stephanie Stark  
[Print or type name]

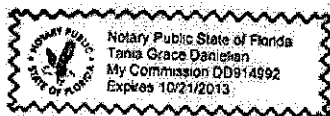
LANDLORD:  
HARARE DEVELOPMENT, INC.,  
A FLORIDA CORPORATION

Dennis Udwin  
BY: DENNIS UDWIN, PRESIDENT

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 1 day of April, 2011, by DENNIS UDWIN, President of HARARE DEVELOPMENT, INC., a Florida corporation. He is personally known to me and did not take an oath.

(SEAL)



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

Tania Danielian  
Name of Notary Typed,  
Printed or Stamped

My Commission Expires:

10-21-13

TENANT:  
CITY OF FORT LAUDERDALE

By John P. Sailer  
John P. "Jack" Sailer, Mayor

By Allyson C. Love  
Allyson C. Love, Acting City Manager

ATTEST:

Jonda K. Joseph  
Jonda K. Joseph, City Clerk

Approved as to form:

David B. Pappas  
Assistant City Attorney

Saleem Ali  
[Witness type or print name]

Christina A. Stuart  
[Witness type or print name]

(CORPORATE SEAL)

## EXHIBIT C

### 600 S. ANDREWS BUILDING

#### RULES AND REGULATIONS

Tenant covenants and agrees to keep and observe the following rules and regulations concerning the Building and the Premises. Subject to the provisions of § 23 of the Lease entitled "Rule and Regulations", Landlord shall have the right from time to time to prescribe additional rules and regulations or amendments to existing rules and regulations which, in its judgment, may be desirable for the use, entry, operation and management of the Premises and Building, each of which additional rules and regulations or amendments shall become a part of this Lease. Tenant shall comply with such additional rules and regulations or amendments, provided, however, that such rules and regulations shall not contradict or abrogate any right or privilege herein expressly granted to Tenant.

A. Tenant shall not conduct itself or permit its contractors, agents, employees or invitees to conduct themselves in the Premises or in the Building in a manner inconsistent with the character of the Building as an office building of the highest class or inconsistent with the comfort or convenience granted to Tenant.

B. Tenant shall not exhibit, sell or offer to sell on the Premises or in the Building any article or thing, except those articles and things essentially connected with the stated use of the Premises, without the advance written consent of Landlord.

C. Tenant shall not sell or offer to sell or use or permit to be sold or offered for sale or use in the Premises any alcoholic or other intoxicating beverage, except that Tenant may serve alcoholic beverages to its customers, guests and employees on special occasions provided that Tenant has delivered to Landlord certificates of insurance satisfactory to Landlord covering any possible liability resulting therefrom.

D. Tenant shall not display, inscribe, paint, print, maintain or affix on any place in or about the Building any sign, notice, legend, direction, figure or advertisement, except on the doors of the Premises and on the directory board of the Building, and then only such name and in such color, size, style, place, material and manner as shall first have been approved by Landlord.

E. Tenant shall not use the name of the Building for any purpose other than as the business address of Tenant and shall not use any pictures or likeness of the Building in any circulars, notices, advertisements or correspondence without Landlord's express consent in writing having been first obtained.

F. Tenant shall not obstruct or use for storage or for any purpose other than ingress and egress, the sidewalks, entrances, passages, courts, corridors, vestibules, halls, elevators, and stairways of the Building.

G. No bicycle or other vehicle and no dog or other animal or bird shall be brought or permitted to be in the Building or any part thereof.

H. Tenant shall not make or permit any noise or odor that is reasonably objectionable to other occupants of the Building to emanate from the Premises, shall not create or maintain a nuisance therein, shall not disturb, solicit or canvas any occupant of the Building, and shall not do any act tending to injure the reputation of the Building.

I. Tenant shall not install any piano, phonograph or other musical instrument, or radio or television set in the Building, or any antennae, aerial wires or other equipment inside or outside the Building, without, in each and every instance, approval in writing by Landlord having been first obtained. The use thereof, if permitted shall be subject to control by Landlord to the end that others shall not be disturbed or annoyed.

J. Tenant shall not place or permit to be placed any article of any kind on the window ledges or on the exterior walls, and shall not throw (or permit to be thrown or dropped) any article from any window of the Building.

K. Tenant shall not attach or permit to be attached any additional locks or similar devices to any door or window nor shall Tenant make or permit to be made any keys for any door to the Premises or Building other than those provided by Landlord (if more than two (2) keys for one (1) lock are desired by Tenant, Landlord may provide the same upon payment by Tenant). Tenant may at its expense and under the reasonable supervision and direction of Landlord, install digital locks on the interior stairway doors, as permitted by law, to permit secured access to the Premises by employees of Tenant.

L. If Tenant desires telegraphic, telephonic, burglar alarm or signal service, Landlord will, upon request, direct where and how connections and all wiring for such services shall be introduced and run. Tenant shall make no boring, cutting, or installation of wires or cables without such directions.

M. Tenant shall not install blinds, shades, awnings or other form of inside or outside window covering or similar devices to the Building unless otherwise agreed by Landlord and Tenant.

N. Unless Landlord gives advance written consent in each and every instance, Tenant shall not install nor operate any steam or internal combustion engine, boiler, machinery, refrigerating or heating device or air conditioning apparatus in or about the Premises, nor carry on any mechanical business therein, nor use the Premises for housing accommodations nor lodging or sleeping purposes, nor do any cooking (except Tenant shall have the right to have a kitchen for Tenant's employees as per the agreed upon Plans and Specifications), therein nor use any illumination other than electric light nor use or permit to be brought into the Building any Hazardous Wastes, inflammable oils or fluids such as gasoline, kerosene, naphtha and benzine, nor any explosives nor other articles deemed hazardous to life, limb, or property.

O. Tenant shall not place nor allow anything to be against or near the glass or partitions or doors of the Premises which may diminish the light in, or be unsightly from, halls, corridors or atriums of the Building, without Landlord's prior written consent.

P. Tenant shall not install in the Premises any equipment which uses an amount of electricity which exceeds the existing safety capacity without the written consent of Landlord having first been obtained. Tenant shall ascertain from Landlord the maximum amount of electrical current which can safely be used in the Premises, taking into account the capacity of the electric wiring in the Building and shall not use more than such safe capacity. Landlord's consent to the installation of electric equipment shall not relieve Tenant from the obligation not to use more electricity than such capacity.

Q. Tenant shall not lay linoleum or other similar floor covering so that such floor covering shall come in direct contact with the floor of the Premises. Tenant shall not use cement or other similar material without the prior consent of Landlord.

R. Tenant understands the 600 S. Andrews Building is a smoke-free environment, this includes all Building common areas and the Tenant's Premises.

S. Pets/Animals are not allowed anywhere in the Building including but not limited to: offices, hallways, corridors, bathrooms and elevators.

T. Landlord reserves all rights to approve any Tenant signage that is placed in the common area.

U. Tenant agrees that, subject to the provisions of § 23 of the Lease, entitled "Rules and Regulations", Landlord may amend, modify, delete, or add new and additional reasonable rules and regulations for the use and care of the Premises the Project, and the common areas.

V. Subject to the provisions of § 23 of the Lease, entitled "Rules and Regulations", Tenant agrees to comply with all such rules and regulations upon notice to Tenant from Landlord or upon the posting of the same in such place within the building in which the Premises is situated as landlord may designate.

W. Tenant must inform Landlord of the actual date of Tenant's move (both into the Premises and out of the Premises), and such date must be mutually agreed to by Tenant and Landlord. All elevators (if applicable) must be padded and protected. The move will not take place during normal business hours, unless otherwise agreed.

EXHIBIT D

LEGAL DESCRIPTION OF REMOTE PARKING LOT

Lots 11, 12, 13, and 14, Block A of Fort Lauderdale Land and Development Company's Subdivision of Lots 3, 4, and 5 of Block 59, of town of Fort Lauderdale, according to the Plat thereof, recorded in Plat Book 2, Page 11, of the public Records of Dade County, Florida; said lands situate lying and being in Broward County.