LEASE AGREEMENT

BETWEEN

1000 Fifth Street Corporation

as Landlord

AND

The City of Miami Beach

as Tenant

Dated: _______________

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OFFICE LEASE

THIS OFFICE LEASE ("Lease") is made as of the _____ day of ________________, 2024 ("Date of Lease"), by and between 1000 FIFTH STREET CORPORATION, a Florida Corporation ("Landlord"), and the CITY OF MIAMI BEACH, a Florida municipal corporation ("Tenant").

I. BASIC LEASE PROVISIONS AND DEFINITIONS

1.1 Premises. 5,440 Gross Rentable Square Feet (inclusive of common area allotment) known as Suite 101 located on the ground level of the Building as outlined on **Exhibit A-1** attached hereto and made a part hereof.

1.2 Building. The building known as the Thyssen Building located at 1000 Fifth Street, Miami Beach, Florida 33139, and containing approximately 36,500 Gross Rentable Square Feet (consisting of building office area, common area, balconies, and garage).

1.3 Common Area. All areas from time to time designated by Landlord for the general and nonexclusive common use or benefit of Tenant, other tenants of the Building, guests of both the tenants and Landlord, and Landlord, including, without limitation, roadways, entrances and exits, loading areas, landscaped areas, open areas, park areas, service drives, walkways, atriums, courtyards, concourses, ramps, hallways, stairs, washrooms, lobbies, elevators, common trash areas, vending or mail areas, common pipes, conduits, wires and appurtenant equipment within the Building, maintenance and utility rooms and closets, exterior lighting, exterior utility lines, and Parking Facilities.

1.4 Parking Facilities. All parking areas now or hereafter designated by Landlord for use by tenants of the Building their guests and invitees, including, without limitation, surface parking, parking decks, parking structures and parking areas adjacent to the Building whether reserved, exclusive, non-exclusive or otherwise.

1.5 Gross Rentable Square Feet (Foot) or Gross Rentable Area. The rentable area within the Premises and the Building are deemed to be the amounts set forth in sections 1.1 and 1.2, above. These amounts include the usable areas of the Premises (measured per BOMA standards, utilizing the BOMA 1996, ANSI Z65.1 method of measurement) plus a load factor of 8 %. Landlord and Tenant stipulate and agree that the Gross Rentable Square Footage of the Premises, and Building are based on Landlord's calculations and Landlord's calculations are stipulated and presumed to be correct and not subject to further challenge with Tenant hereby expressly waiving any right to further challenge Landlord's calculations. Tenant hereby acknowledges that it has been given an opportunity (including access to the Premises) to take its own measurements and make its own calculations and it has either: (i) waived such opportunity; or (ii) taken advantage of such opportunity and finds no material deviation from Landlord's calculations and accepts the same as accurate

1.6 Permitted Use. Tenant may use the Premises subject to and in accordance with the terms, covenants and conditions set forth in this Lease, and applicable governmental regulations, restrictions and permitting (without the necessity of obtaining any zoning changes, conditional use permits or other special permits). Tenant may use the Premises for general office and uses incidental thereto which are in keeping with the use and rights of existing tenants as well as in accordance with the applicable zoning regulations. Tenant shall be permitted to occupy the Premises with its own employees as well as employees of its affiliates that are under common control of Tenant.

1.7 Commencement Date. The Lease Commencement Date shall be June 1, 2024. Fourteen (14) days prior to the Lease Commencement Date, Tenant shall have the right to access the Premises for the purpose of installing furniture, fixtures and equipment so long as Tenant does not begin conducting business which shall commence

.

1.8 Expiration Date. Twenty-four (24) months and one (1) month following the Commencement Date; provided, however, that if the Commencement Date does not begin on the first day of the month, the expiration date shall be extended by the total number of additional days, if any, between the Commencement Date and the first day of the first full month following the Commencement Date.

1.9 Term. beginning on the Commencement Date and expiring on the Expiration Date. Upon execution of the Lease, the Parties shall execute Exhibit D to certify the Commencement Date and Expiration Date.

1.10 Basic Rent. The amount set forth in the following schedule, subject to adjustment as specified in **Article IV**. For the first twelve months of this lease, the Tenant shall pay to Landlord the **Annual Fixed Minimum Rent of $53 per rentable square foot, NNN,** plus applicable state and local sales tax, on the first (1st) day of each month in advance. Should the Commencement Date be on a date other than the first of the month the first monthly rental shall be pro-rated to reflect said date, with the first full month's rent being due on the first of each month thereafter, Starting with the **1st day of Month** following the Commencement Date, and on **every 1st of the Month** thereafter. The Base Rent will increase by Three percent (3%) per year.

Annual Period	Monthly Basic Rent*	Annual Basic Rent**
1	$24,026.67	$288,320.04
2	$24,747.47	$296,969.64
3	$25,489.89	

*****In accordance with section 4.5, below, there will be an abatement of Basic Rent until thirty (30) days after the Commencement Date.

******The amounts set forth in this schedule represent Basic Rent only, and do not include or Tenant's Common Area Maintenance charges, including Florida State Sales Tax, Real Estate Tax, Assessments, Insurance, Operating Expenses, and other common expenses.

1.11 Renewal Option. Provided Tenant is not in default in payment or performance of any of Tenant's obligations hereunder, after written notice and applicable grace period, Tenant shall have the option to renew this Lease, on a month to month basis, for a period not to exceed One (1) year, on the same terms and conditions as this Lease, except the Basic Rent shall increase by 3 % so that Basic Rent for the renewal period will be 103 % of the monthly Base Rent of the last year of the original Term (the "Renewal Period"). If Tenant desires to exercise such option, Tenant shall notify Landlord, in writing, no later than six (6) months prior to the end of the original Term, that Tenant elects to extend said Term and, in such event, the Term of this Lease shall extend in accordance with such notice. The original Term and the Renewal Period, once the Renewal Option is exercised by Tenant, shall be collectively referred to herein as the "Term".

1.12 Lease Year. Each consecutive 12 month period elapsing after: (i) the Commencement Date if the Commencement Date occurs on the first day of a month; or (ii) the first day of the month following the Commencement Date if the Commencement Date does not occur on the first day of a month. Notwithstanding the foregoing, the first Lease Year shall include the additional days, if any, between the Commencement Date and the first day of the month following the Commencement Date, in the event the Commencement Date does not occur on the first day of a month.

1.13 Calendar Year. For the purpose of this Lease, Calendar Year shall be a period of 12 months commencing on each January 1 during the Term, except that the first Calendar Year shall be that period from and including the Commencement Date through December 31 of that same year, and the last Calendar Year shall be that period from and including the last January 1 of the Term through the earlier of the Expiration Date or date of Lease termination.

1.14 Tenant's Proportionate Share. Tenant's Proportionate Share of the Building is 14.90% (determined by dividing the Gross Rentable Square Feet of the Premises (5,440) by the Gross Rentable Square Feet of the Building (36,500) and multiplying the resulting quotient by 100 and rounding to the second decimal place) ("Tenant's Proportionate Share").

1.15 Parking Space Allocation.

(a) Tenant shall have the option to use 4 unreserved parking spaces within the Parking Facilities for the Term of this Lease subject to the payment of the applicable parking fees. Currently, the parking fees are $140 per space per month plus applicable taxes; however, this amount may increase based upon availability and in the sole discretion of Landlord. All parking fees are payable as Additional Rent. Each subsequent year of the Renewal Period, the monthly parking fees will automatically increase by 3 % from the previous year.

(b) Furthermore, Upon the Commencement Date hereof, Landlord shall deliver to Tenant the number of entry cards or other opening device corresponding to the number of parking spaces, which Tenant shall use. Tenant shall pay a $75.00 deposit for every entry card issued to it which deposit shall be refunded by Landlord upon the return of the entry cards. Between the hours of 7:00 pm and 7:00 am during week nights and from 7:00 pm on Friday night and 7:00 am Monday morning and all day on legal holidays, Tenant shall have the right to use the Parking Garage on a space available basis and shall not have any claim whatsoever against Landlord in the event there are no spaces available in the Parking Garage. Tenant and its employees shall only park in unmarked and unreserved spaces. All Tenants invitees desiring to park in the parking garage shall do so on a space available basis and shall pay the then going parking rate upon exiting the garage.

1.16 Security Deposit. $24,026.67: an amount equal to one (1) month of Basic Rent ($24,026.67).

1.17 Brokers:

Landlord's:	Tenant's:
Colliers Jake Freeman	Colliers Tyle de la Pena

1.18 Guarantor(s).

1.19 Landlord's Notice Address. 1000 Fifth Street Corporation
1000 Fifths Street, Suite 200
Miami Beach, Florida 33139

1.20 Tenant's Notice Address. The City of Miami Beach
1700 Convention Center Dr
Miami Beach, FL 33139
Attention: City Manager

With a copy to:
The City of Miami Beach
1700 Convention Center Dr
Miami Beach, FL 33139
Attention: City Attorney

1.21 Interest Rate. The per annum interest rate on all obligations which are past due for a period of more than forty-five (45) days will be 12% per annum until paid in full; or (ii) the maximum amount allowed under applicable law, whichever is less.

1.22 Agents. Officers, partners, directors, members, shareholders, managers, employees, agents, licensees, contractors, customers and invitees; to the extent customers and invitees are under the principal's control or direction.

II. PREMISES

2.1 Lease of Premises. In consideration of the agreements contained herein, Landlord hereby leases the Premises to Tenant, and Tenant hereby leases the Premises from Landlord, for the Term and upon the terms and conditions set forth in this Lease. As an appurtenance to the Premises, Tenant shall have the general and nonexclusive right, together with Landlord and the other tenants of the Building, to use the Common Area subject to the terms and conditions of this Lease; provided, however, except to the extent Landlord's prior written approval is obtained, which shall not be unreasonably withheld, Landlord excepts and reserves exclusively to itself the use of (i) roofs; (ii) maintenance and utility equipment rooms and closets, and (iii) conduits, wires and appurtenant equipment within the Building and equipment rooms and closets, and exterior utility lines as long as Landlord's use of said areas and items does not interfere with Tenant's quiet enjoyment and business activities.

2.2 Landlord's Reservations. Provided Tenant's use of and access to the Premises and business activities are not adversely affected, Landlord reserves the right from time to time to: (i) install, use, maintain, repair, replace and relocate pipes, ducts, conduits, wires and appurtenant meters and equipment above the ceiling surfaces, below the floor surfaces, within the walls and in the central core areas of the Building; (ii) change or modify and add or subtract from the size and dimensions of the Building and/or Project and/or Common Areas or any part thereof, make changes to the design and layout of the Building and/or Project and/or Common Areas, including, without limitation, changes to buildings, rooms, closets, hallways, driveways, entrances, loading and unloading areas, direction of traffic, landscaped areas and walkways, parking spaces and parking areas; and (iii) use or close temporarily the Common Areas, and/or other portions of the Building and/or Project while engaged in making improvements, repairs or alterations to the Building, Project and/or Common Areas and/or any portion thereof. In addition, Landlord expressly reserves the right to change the name of the Building.

III. <u>TERM</u>

3.1 <u>Commencement Date</u>. The Term shall commence on the Commencement Date and expire at midnight on the Expiration Date.

3.2 <u>Early Possession.</u> If Tenant takes possession of the Premises before the Commencement Date, such possession shall be subject to the terms and conditions of this Lease and, except as provided in sections 1.7, Tenant shall pay Rent (as defined in **<u>Section 4.2</u>**) to Landlord for each day of possession before the Commencement Date on a pro-rata basis. However, except for the cost of services requested by Tenant, Tenant shall not be required to pay Rent for any days of possession before the Commencement Date during which Tenant is in possession of the Premises for the sole purpose of performing Tenant Work, installing furniture, equipment or other personal property with the prior written approval of Landlord.

IV. <u>RENT</u>

4.1 <u>Basic Rent</u>. Tenant shall pay to Landlord the Basic Rent as specified in **<u>Section 1.10</u>**. Basic Rent shall be payable in monthly installments as specified in **<u>Section 1.10</u>**, in advance, without demand, notice, deduction, offset or counterclaim, on or before the first day of each and every calendar month during the Term; provided, however, the installment of Basic Rent payable for the first partial calendar month and the first full calendar month of the Term in which Basic Rent is due shall be due and payable at the time of execution and delivery of this Lease. Any payment made by Tenant to Landlord on account of Basic Rent may be credited by Landlord to the payment of any late charges then due and payable and to any Basic Rent or Additional Rent (as defined in **<u>Section 4.2</u>**) then past due before being credited to Basic Rent currently due. Tenant shall pay Basic Rent and all Additional Rent in lawful U.S. Dollars and deliver the payment to Landlord's address stated herein or at such other place as Landlord may designate in writing without demand and without counterclaim, deduction or set-off, except as provided herein. If the Term commences on a day other than the first day of a calendar month or terminates on a day other than the last day of a calendar month, the monthly Basic Rent and Additional Rent shall be prorated based upon the number of days in such calendar month. Tenant's covenant to pay Rent and the obligation of Tenant to perform Tenant's other covenants and duties hereunder constitute independent, unconditional obligations to be performed at all times provided for hereunder, save and except only when an abatement thereof or reduction therein is expressly provided for in this Lease and not otherwise.

4.2 <u>Additional Rent; Rent</u>. All sums payable by Tenant under this Lease, other than Basic Rent, shall be deemed "<u>Additional Rent</u>," and, unless otherwise set forth herein, shall be payable in the same manner as set forth above for Basic Rent. Basic Rent and Additional Rent shall jointly be referred to as "<u>Rent</u>".

4.3 <u>Operating Expense Rental and Real Estate Tax Rental</u>. Tenant shall pay to Landlord during the Term, as Additional Rent, (i) Tenant's Proportionate Share of the amount of Operating Expenses (as defined in **<u>Section 6.1</u>**) during each Calendar Year ("<u>Operating Expense Rental</u>"); and (ii) Tenant's Proportionate Share of the amount of Real Estate Taxes (as defined in **<u>Article VII</u>)** during each Calendar Year ("<u>Real Estate Tax Rental</u>") (Operating Expense Rental and Real Estate Tax Rental are collectively referred to as "Common Area Maintenance" or "CAM"). In the event the Commencement Date is other than the first day of a month and/or in the event that the Expiration Date is other than the last day of a day of a month, Operating Expense Rental and Real Estate Tax Rental shall be appropriately prorated. Landlord shall submit to Tenant at the beginning of each Calendar Year, or as soon thereafter as reasonably possible, a statement of Landlord's estimate of Operating Expense Rental and Real Estate Tax Rental due from Tenant during such Calendar Year and may, but it is not required to be, the CAM amounts from the previous Calendar Year. If the estimate is based on the CAM amounts from the previous Calendar Year, then these amounts are contained in Exhibit A-2 of this Lease. In addition to Basic Rent, Tenant shall pay currently to Landlord an amount equal to 1/12th of Landlord's estimated Operating Expense Rental and estimated Real Estate Tax Rental as set forth in Landlord's statement. If Landlord fails to give Tenant notice of its estimated payments due for any Calendar Year, then Tenant shall continue making monthly estimated Operating Expense Rental and Real Estate Tax Rental payments in accordance with the estimate for the previous Calendar Year until a new estimate is provided. If Landlord determines that, because of unexpected increases in Operating Expenses or Real Estate Taxes, Landlord's estimate of the Operating Expense Rental or Real Estate Tax Rental was too low, then Landlord shall have the right to give a new statement of the estimated Operating Expense Rental and estimated Real Estate Tax Rental due from Tenant for the balance of such Calendar Year and bill Tenant for any deficiency. Tenant shall thereafter pay monthly estimated payments based on such new statement.

Within 120 days after the expiration of each Calendar Year, or as soon thereafter as is practicable, Landlord shall submit a statement to Tenant showing the actual Operating Expenses Rental and the actual Real Estate Tax Rental due from Tenant for such Calendar Year. If for any Calendar Year, Tenant's estimated Operating Expense Rental payments exceed the actual Operating Expense Rental due from Tenant, then Landlord shall give Tenant a credit in the amount of the overpayment toward Tenant's next monthly payment of estimated Operating Expense Rental, or, in the event this Lease has expired or terminated and no Event of Default (as defined in **Section 20.1**) exists, Landlord shall pay Tenant the total amount of such excess upon delivery of the reconciliation to Tenant. If for any Calendar Year, Tenant's estimated Operating Expense Rental payments are less than the actual Operating Expense Rental due from Tenant, then Tenant shall pay the total amount of such deficiency to Landlord within 30 days after receipt of the reconciliation from Landlord. If for any Calendar Year, Tenant's estimated Real Estate Tax Rental payments exceed the actual Real Estate Tax Rental due from Tenant, then Landlord shall give Tenant a credit in the amount of the overpayment toward Tenant's next monthly payment of estimated Real Estate Tax Rental, or, in the event the Lease has expired or terminated and no Event of Default exists, Landlord shall pay Tenant the total amount of such excess upon delivery of the reconciliation to Tenant. If for any Calendar Year, Tenant's estimated Real Estate Tax Rental payments are less than the actual Real Estate Tax Rental due from Tenant, then Tenant shall pay the total amount of such deficiency to Landlord within 30 days after receipt of the reconciliation from Landlord. Landlord's and Tenant's obligations with respect to any overpayment or underpayment of Operating Expense Rental and Real Estate Tax Rental shall survive the expiration or termination of this Lease.

4.4 Sales or Excise Taxes. Notwithstanding any other provision in this Lease to the contrary, Landlord acknowledges that Tenant is a municipal corporation organized under the State of Florida and, as such, is exempt from payment of sales tax in connection with any payments of Rent under this Lease. Tenant's non-taxable certificate shall be provided to Landlord simultaneously with the execution of this Lease. In the event that Tenant loses its tax exempt status, whether by operation of law or otherwise, then Tenant shall pay to Landlord, as Additional Rent, concurrently with payment of Basic Rent all taxes, including, but not limited to any and all sales, rent or excise taxes (but specifically excluding income taxes calculated upon the net income of Landlord) on Basic Rent, Additional Rent or other amounts otherwise benefiting Landlord, as levied or assessed by any governmental or political body or subdivision thereof against Landlord on account of such Basic Rent, Additional Rent or other amounts otherwise benefiting Landlord, or any portion thereof.

4.5 Rent Abatement. Provided that no Event of Default (as defined in **Section 20.1**) occurs under this Lease, the Basic Rent shall be abated until thirty (30) days after the Commencement Date (the "Rent Abatement Period"). All of the terms and conditions of this Lease shall remain in full force and effect during the Rent Abatement Period. If any Event of Default occurs under this Lease, the Basic Rent abatement provided for herein shall immediately terminate, and all Basic Rent which has then previously been abated shall immediately become due and payable.

V. SECURITY DEPOSIT

Simultaneously with the execution of this Lease, Tenant shall deposit the Security Deposit with Landlord to be held in trust by Landlord until disbursement in accordance with the terms of this Lease. The Security Deposit shall not bear interest to Tenant and shall be security for Tenant's obligations under this Lease. Landlord shall be entitled to commingle the Security Deposit with Landlord's other funds. The Security Deposit is not an advance payment of Rent or a measure of Tenant's liability for damages. Within 60 days after the Expiration Date or earlier termination of this Lease, or such lesser period as may be required by law, provided that Tenant has notified Landlord of the address to which the Security Deposit should be returned, Landlord shall (provided an Event of Default does not then exist) return the Security Deposit to Tenant, less such portion thereof as Landlord shall have applied in accordance with this **Article V**; If an Event of Default shall occur or if Tenant fails to maintain the Premises in the condition required by this Lease, Landlord shall have the right, without prejudice to any other remedy which Landlord may have on account thereof, to apply all or any portion of the Security Deposit to cure such default or to remedy the condition of the Premises; provided however, Landlord must notify Tenant in writing of Landlord's intention to apply the Security Deposit at least 15 days before doing so thereby giving Tenant an opportunity to cure or rectify same. If Landlord so applies the Security Deposit or any portion thereof before the Expiration Date or earlier termination of this Lease, Tenant shall deposit with Landlord, upon demand, the amount necessary to restore and replenish the Security Deposit to its original amount. If Landlord shall sell or transfer its interest in the Building and/or Project, Landlord shall have the right to transfer the Security Deposit to such purchaser or transferee, in which event Tenant shall look solely to the new landlord for the return of the Security Deposit, and Landlord thereupon shall be released from all liability to Tenant for the return of the Security Deposit. In the event that Tenant fails to notify Landlord of a forwarding address for the return of the Security Deposit, Tenant's address for notice purposes shall be deemed to be the forwarding address.

VI. OPERATING EXPENSES

6.1 Operating Expenses Defined. As used herein, the term "Operating Expenses" shall mean all direct or indirect expenses, costs and disbursements of every kind and nature, except as specifically excluded otherwise herein, which Landlord or any successor(s) incurs because of or in connection with the ownership, maintenance, management and operation of the Building. Operating Expenses may include, without limitation, all costs, expenses and disbursements incurred or made in connection with the following expenses, which are expended exclusively in connection with the Building and excludes any expenses or resources which Landlord utilizes in connection with other buildings or projects:

(i) Wages and salaries of all employees, whether employed by Landlord or the Building's management company, to the extent engaged in the operation and maintenance of the Building, and all costs related to or associated with such employees or the carrying out of their duties, including uniforms and their cleaning, taxes, auto allowances, training and insurance and benefits (including, without limitation, contributions to pension and/or profit sharing plans and vacation or other paid absences);

(ii) A management fee payable to Landlord, provided the property management fees do not exceed the rates then customarily charged for building management by property managers with equal or better qualifications for buildings of like class and character, or the company or companies or associations managing the Building, if any, and the costs of equipping and maintaining a management office, including, but not limited to, rent, accounting and legal fees, supplies and other administrative costs;

(iii) All supplies, tools, equipment and materials, including janitorial and lighting supplies, used directly in the operation and maintenance of the Building, including any lease payments therefor;

(iv) All utilities, including, without limitation, electricity, water, sewer and gas, for the Building;

(v) All maintenance, operation and service agreements for the Building, and any equipment related thereto, including, without limitation, service and/or maintenance agreements for the Parking Facilities, energy management, HVAC, plumbing and electrical systems, and for window cleaning, elevator maintenance, janitorial service, grounds keeping, interior and exterior landscaping and plant maintenance;

(vi) Premiums and deductibles paid for insurance relating to the Building including, without limitation, fire and extended coverage, boiler, earthquake, windstorm, rental loss, and commercial general liability insurance;

(vii) All repairs to the Building, including interior, exterior, structural or nonstructural repairs, and regardless of whether foreseen or unforeseen; provided, however, any structural repairs which under generally accepted accounting principles should be classified as capital improvements shall only be subject to inclusion pursuant to the terms of **Section 6.1(ix)** and otherwise excluded pursuant to **Section 6.2(v)** below;

(viii) All maintenance of the Building, including, without limitation, repainting Common Areas, replacing Common Area wall coverings, window coverings and carpet, ice and snow removal, window washing, landscaping, grounds keeping, trash removal and the patching, painting, resealing and complete resurfacing of roads, driveways and parking lots;

(ix) Any capital improvements made to the Building which are required under any governmental law or regulation that was not applicable to the Project as of the Date of Lease, the cost of which shall be amortized on a straight-line basis over the improvement's useful life, not to exceed the Project's useful life, together with interest on the unamortized balance of such cost at the Interest Rate, or such higher rate as may have been paid by Landlord on funds borrowed for the purposes of constructing such capital improvements, not to exceed 10% per annum;

(x) All amounts paid under easements, declarations, or other agreements or instruments affecting the Building, including, without limitation, condominium fees and assessments, assessments paid to property owners' or similar associations or bodies.

(Y) To the extent not metered, billed and charged directly to a tenant, all (1) electrical services used in the operation, maintenance and use of the Building; (2) sales, use, excise and other taxes assessed by governmental authorities on electrical services supplied to the Building; and (3) other costs of providing electrical services to the Building.

6.2 Operating Expense Exclusions. Operating Expenses shall not include: (i) depreciation on the Building; (ii) costs of tenant improvements incurred in renovating leased space for the exclusive use of a particular tenant of the Building; (iii) brokers' commissions; (iv) Building mortgage principal or interest; (v) capital items other than those referred to in **Section 6.1**; (vi) costs of repairs or other work to the extent Landlord is reimbursed by insurance or condemnation proceeds; (vii) utilities charged directly to, or paid directly by, a tenant of the Building other than as a part of the Operating Expenses, including signage for a particular tenant; (viii) fines, interest and penalties incurred due to the late payment of Operating Expenses; (ix) organizational expenses associated with the creation and operation of the entity which constitutes Landlord and Landlord's general corporate overhead and general and administrative expenses; (x) any penalties or damages that Landlord pays to Tenant under this Lease or to other tenants in the Building under their respective leases; and (xi) Real Estate Taxes as provided for in **Article VII**.

6.3 Tenant's Right to Audit. Tenant shall have a right, at Tenant's sole cost and expense, to audit Landlord's Operating Expense Rental reconciliation statement upon the following terms and conditions. Tenant shall notify Landlord in writing that it is exercising its right to audit within 90 days following delivery of the Operating Expense Rental reconciliation statement, indicating in such notice with reasonable specificity those cost components of Operating Expense Rental to be subject to audit. The audit shall take place at Landlord's principal place of business or, at Landlord's option, the Building, at a time mutually convenient to Landlord and Tenant (but not later than 60 days after receipt of Tenant's notice to audit). Except as Landlord may consent in writing, the audit shall be completed within 10 days after commencement. No copying of Landlord's books or records will be allowed. The audit may be accomplished by either Tenant's own employees with accounting experience reasonably sufficient to conduct such review, or a nationally or regionally recognized public accounting firm mutually acceptable to Landlord and Tenant that is engaged on either a fixed price or hourly basis, and is not compensated on a contingency or bonus basis. Under no circumstances shall Landlord be required to consent to an accounting firm that is also a tenant of Landlord (or any Landlord affiliate) in the Building or any building in the city or metropolitan area in which the Building is located. The records reviewed by Tenant shall be treated as confidential and prior to commencing the audit, Tenant and any other person which may perform such audit for Tenant, shall execute a Confidentiality Agreement in a form reasonably acceptable to Landlord. A copy of the results of the audit shall be delivered to Landlord within 30 days after the completion of the audit. If Landlord and Tenant determine that Operating Expense Rental for the Calendar Year is less than reported, Landlord shall give Tenant a credit in the amount of the overpayment toward Tenant's next monthly payment of estimated Operating Expense Rental, or, in the event this Lease has expired or terminated and no Event of Default exists, Landlord shall pay Tenant the total amount of such overpayment within 30 days. If Landlord and Tenant determine that Operating Expense Rental for the Calendar Year is more than reported, Tenant shall pay Landlord the amount of any underpayment within 30 days. **Failure by Tenant to timely request an audit, or to timely deliver to Landlord the results of the audit, or to follow any of the procedures set forth in this Section 6.3 is deemed a waiver of the applicable audit right and any right to contest Operating Expense Rental for the applicable Calendar Year and is deemed acceptance of the Operating Expense Rental contained in the Operating Expense Rental reconciliation statement for the applicable Calendar Year**. Any audit review by Tenant shall not postpone or alter the liability and obligation of Tenant to pay any Operating Expense Rental due under the terms of this Lease. Tenant shall not be entitled to conduct such an audit if any Event of Default exists under this Lease. No subtenant shall have any right to conduct an audit except for a permitted assignee or sublessee under **Article X** of this Lease occupying the entire Premises and no assignee or sublessee shall conduct an audit for any period during which such assignee or sublessee was not in possession of the Premises or for any period in which Tenant has conducted an audit.

VII. REAL ESTATE TAXES

Real Estate Taxes shall be defined as (i) all real property taxes and assessments levied by any public authority against the Project; (ii) all personal property taxes levied by any public authority on personal property of Landlord used in the management, operation, maintenance and repair of the Project, (iii) all taxes, assessments and reassessments of every kind and nature whatsoever levied or assessed in lieu of or in substitution for existing or additional real or personal property taxes and assessments on the Project, or (iv) amounts necessary to be expended because of governmental orders, whether general or special, ordinary or extraordinary, unforeseen as well as foreseen, of any kind and nature for public improvements, services, benefits or any other purposes which are assessed, levied, confirmed, imposed or become a lien upon the Premises or Project or become payable during the Term. Further, for the purposes of this **Article VII**, Real Estate Taxes shall include the reasonable expenses (including, without limitation, attorneys' fees) incurred by Landlord in challenging or obtaining or attempting to obtain a reduction of such Real Estate Taxes, regardless of the outcome of such challenge, and any costs incurred by Landlord for compliance, review and appeal of tax liabilities. Notwithstanding the foregoing, Landlord shall have no obligation to challenge Real Estate Taxes. If as a result of any such challenge, a tax refund is made to Landlord, then provided no Event of Default exists under this Lease, the amount of such refund less the expenses of the challenge shall be deducted from Real Estate Taxes due in the Calendar Year such refund is received. In the case of any Real Estate Taxes which may be evidenced by improvement or other bonds or which may be paid in annual or other periodic installments, Landlord shall elect to cause such bonds to be issued or cause such assessment to be paid in installments over the maximum period permitted by law. **Nothing contained in this Lease shall require Tenant to pay any franchise, gift, estate, inheritance or succession transfer tax of Landlord, or any income, profits or revenue tax or charge, upon the net income of Landlord from all sources. Tenant hereby waives any and all rights to protest appraised values or to receive notice of reappraised values regarding the Project or other property of Landlord. Tenant shall not be responsible for paying any tax penalties incurred as a result of Landlord's negligence, inability or unwillingness to make payments and/or to file any income tax or informational returns when due. Additionally, any real estate tax refund attributable to the Tenant's use of the Premises as a governmental entity shall be 100% credited to Tenant's proportionate share of the Real Estate Tax obligation, less any documented reasonable third party costs directly associated with (or proportionate share of) challenging or obtaining an exemption or a reduction of Real Estate Taxes for the Premises, or any portion thereof.**

VIII. PARKING

During the Term, Tenant shall have the right in common with other tenants in the Building to use the Parking Space Allocation (as defined in **Section 1.15**). All parking rights are subject to the Rules and Regulations (as defined in **Article XVIII**), validation, key-card, sticker or other identification systems set forth by Landlord from time to time. Landlord may restrict certain portions of the Parking Facilities for the exclusive use of one or more tenants of the Project and may designate other areas to be used at large only by customers and visitors of tenants of the Project. Landlord reserves the right to delegate the operation of the Parking Facilities to a parking operator which shall be entitled to all the obligations and benefits of Landlord under this **Article VIII;** provided, however, Landlord shall remain liable for claims arising through acts or omissions of any independent operator of the Parking Facilities. Except in connection with an assignment or sublease that is expressly permitted under this Lease, Tenant's parking rights and privileges described herein are personal to Tenant and may not be assigned or transferred. Landlord shall have the right to cause to be removed any vehicles of Tenant or its Agents, guests, or customers that are parked in violation of this Lease or in violation of the Rules and Regulations of the Building, without liability of any kind.

IX. USE AND REQUIREMENTS OF LAW

9.1 Use. The Premises will be used only for the Permitted Use. Tenant and Tenant's Agents will not: (i) do or permit to be done in or about the Premises, nor bring to, keep or permit to be brought or kept in the Premises, anything which is prohibited by or will in any way conflict with any law, statute, ordinance or governmental rule or regulation which is now in force or which may be enacted or promulgated after the Date of Lease; (ii) do or permit anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of other tenants of the Building; (iii) do or permit anything to be done in or about the Premises which is dangerous to persons or property; or (iv) cause, maintain or permit any nuisance in, on or about the Premises or commit or allow to be committed any waste in, on or about the Premises. At its sole cost and expense, Tenant will promptly comply with (a) all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or in force after the Commencement Date of this Lease regarding the operation of Tenant's business and the use, condition, configuration and occupancy of the Premises (except to the extent of Landlord's obligations under **Section 9.3** and **Exhibit B** with respect to the Tenant Work); (b) the certificate of occupancy issued for the Building and the Premises; and (c) any recorded covenants, conditions and restrictions, if any, which affect the use, condition, configuration and occupancy of the Premises. Tenant acknowledges that the tenant mix in the Thyssen Building is a critical factor in determining the success or failure of the business venture, and that, accordingly, Landlord has carefully considered, among other things, the nature of the business to be conducted by Tenant and the consistency of Tenant's business with that of other tenants in the center. Tenant agrees to operate one hundred percent (100%) of the Premises during the entire term of this Lease, unless prevented from doing so during periods when Tenant is making repairs to the Premises or because of fire, accident, acts of God, or other Force Majeure event, and to conduct its business at all times in a high class and reputable manner, maintaining at all times a full staff of employees. Tenant shall keep Premises well lighted during all business hours. No auction, liquidation, going-out-of business, fire or bankruptcy sales may be conducted in the leased Premises without the prior written consent of Landlord. Tenant agrees that it will conduct its business in the leased Premises in a lawful manner and in good faith, and will not do any act which shall injure the reputation of the center.

9.2 Hazardous Materials. Tenant shall not bring or allow any of Tenant's Agents, customers or guests to bring on the Premises or the Project, any asbestos, petroleum or petroleum products, used oil, explosives, toxic materials or substances defined as hazardous wastes, hazardous materials or hazardous substances under any federal, state or local law or regulation ("Hazardous Materials"), except for routine office and janitorial supplies used on the Premises and stored in the usual and customary manner and quantities, and in compliance with all applicable environmental laws and regulations. In the event of any release of Hazardous Materials on, from, under or about the Premises or the Project as the result of Tenant's occupancy of the Premises, Landlord shall have the right, but not the obligation, to cause Tenant, at Tenant's sole cost and expense, to clean up, remove, remediate and repair any soil or groundwater contamination or other damage or contamination in conformance with the requirements of applicable law. **To the extent allowable, and further subject to the limitation on the Tenant's liability, as set forth in Section 768.28, Florida Statutes, Tenant shall indemnify, protect, hold harmless and defend (by counsel acceptable to Landlord) Landlord, and its Agents and each of their respective successors and assigns, from and against any and all claims, damages, penalties, fines, liabilities and cost (including reasonable attorneys' fees and court costs) caused by or arising out of (i) a violation of the foregoing prohibitions or (ii) the presence or release of any Hazardous Materials on, from, under or about the Premises, Building or the Project on the part of Tenant or its Agents during Tenant's occupancy of the Premises.** Neither the written consent of Landlord to the presence of the Hazardous Materials, nor Tenant's compliance with all laws applicable to such Hazardous Materials, shall relieve Tenant of its indemnification obligation under this Lease. Tenant shall immediately give Landlord written notice (a) of any suspected breach of this **Section 9.2**, (b) upon learning of the presence or any release of any Hazardous Materials, or (c) upon receiving any notices from governmental agencies or other parties pertaining to Hazardous Materials which may affect the Premises. Landlord shall have the right from time to time, but not the obligation, to enter upon the Premises in accordance with **Article XIV** to conduct such inspections and undertake such sampling and testing activities as Landlord deems necessary or desirable to determine whether Tenant is in compliance with this provision. **Landlord shall indemnify, defend and hold harmless Tenant from and against any and all claims, damages, fines, judgments, penalties, costs, liabilities, losses and reasonable attorneys' fees to the sole extent arising out of or in connection with the existence of Hazardous Materials brought on the Premises, Building or Project by Landlord.** The obligations of Landlord and Tenant hereunder shall survive the expiration or earlier termination, for any reason, of this Lease.

9.3 ADA Compliance. Notwithstanding any other statement in this Lease, the following provisions shall govern the parties' compliance with the Americans With Disabilities Act of 1990, as amended from time to time, Public Law 101-336; 42 U.S.C. §§12101, et seq. (the foregoing, together with any similar state statute governing access for the disabled or handicapped collectively referred to as the "ADA"):

(a) To the extent governmentally required as of or subsequent to the Commencement Date of this Lease as a result of an amendment to Title III of the ADA or any regulation thereunder enacted subsequent to the Commencement Date of this Lease, Landlord shall be responsible for compliance with Title III of the ADA with respect to any repairs, replacements or alterations to the Common Area of the Building, and such expense shall be included as an Operating Expense of the Building. **Landlord shall indemnify, defend and hold harmless Tenant and its Agents from all fines, suits, procedures, penalties, claims, liability, losses, expenses and actions of every kind, and all costs associated therewith (including, without limitation, reasonable attorneys' and consultants' fees) arising out of or in any way connected with Landlord's failure to comply with Title III of the ADA as required above.**

X. ASSIGNMENT AND SUBLETTING

10.1 Landlord's Consent.

(a) Tenant shall not assign, transfer, mortgage or otherwise encumber this Lease or sublet or rent (or permit a third party to occupy or use) the Premises, or any part thereof, nor shall any assignment or transfer of this Lease or the right of occupancy hereunder be affected by operation of law or otherwise, without the prior written consent of Landlord, such consent not to be unreasonably withheld. A transfer at any one time or from time to time of a majority interest in Tenant (whether stock, partnership interest or other form of ownership or control) shall be deemed to be an assignment of this Lease, unless at the time of such transfer Tenant is an entity whose outstanding stock is listed on a recognized security exchange. Within 30 days following Landlord's receipt of Tenant's request for Landlord's consent to a proposed assignment, sublease, or other encumbrance, together with all information required to be delivered by Tenant pursuant to the provisions of this **Section 10.1**, Landlord shall: (i) consent to such proposed transaction; (ii) refuse such consent; or (iii) elect to terminate this Lease, in the event of an assignment, or in the case of a sublease, terminate this Lease as to the portion of the Premises proposed to be sublet in accordance with the provisions of **Section 10.2.** Any assignment, sublease or other encumbrance without Landlord's written consent shall be voidable by Landlord and, at Landlord's election, constitute an Event of Default hereunder. Landlord may not unreasonably delay, condition or withhold consent to assign or sublease the Premises. Without limiting other instances in which Landlord may reasonably withhold consent to an assignment or sublease, Landlord and Tenant acknowledge that Landlord may withhold consent (a) if an Event of Default exists under this Lease or if an Event of Default would exist but for the pendency of any cure periods provided under **Section 20.1**; or (b) if the proposed assignee or sublessee is: a governmental entity; a person or entity with whom Landlord has negotiated for space in the Building during the prior 12 months; a present tenant in the Building; a person or entity whose tenancy in the Building would not be a Permitted Use or would violate any exclusivity arrangement which Landlord has with any other tenant; a person or entity of a character or reputation or engaged in a business which is not consistent with the quality of the Building; or not a party of reasonable financial worth and/or financial stability in light of the responsibilities involved under this Lease on the date consent is requested. If Tenant requests Landlord's consent to a specific assignment or subletting, Tenant will submit in writing to Landlord: (1) the name and address of the proposed assignee or subtenant; (2) a counterpart of the proposed agreement of assignment or sublease; (3) reasonably satisfactory information as to the nature and character of the business of the proposed assignee or subtenant, and as to the nature of its proposed use of the space; (4) banking, financial or other credit information reasonably sufficient to enable Landlord to determine the financial responsibility and character of the proposed assignee or subtenant; (5) executed estoppel certificates from Tenant containing such information as provided in **<u>Section 24.4</u>**; and (6) any other information reasonably requested by Landlord.

(b) Notwithstanding that the prior express written permission of Landlord to any of the aforesaid transactions may have been obtained, the following shall apply:

(i) In the event of an assignment, contemporaneously with the granting of Landlord's aforesaid consent, Tenant shall cause the assignee to expressly assume in writing and agree to perform all of the covenants, duties, and obligations of Tenant hereunder and such assignee shall be jointly and severally liable therefore along with Tenant.

(ii) All terms and provisions of this Lease shall continue to apply after any such transaction.

(iii) In any case where Landlord consents to an assignment, transfer, encumbrance or subletting, the undersigned Tenant and any Guarantor shall nevertheless remain directly and primarily liable for the performance of all of the covenants, duties, and obligations of Tenant hereunder (including, without limitation, the obligation to pay all Rent and other sums herein provided to be paid), and Landlord shall be permitted to enforce the provisions of this instrument against the undersigned Tenant, any Guarantor and/or any assignee without demand upon or proceeding in any way against any other person. Neither the consent by Landlord to any assignment, transfer, encumbrance or subletting nor the collection or acceptance by Landlord of rent from any assignee, subtenant or occupant shall be construed as a waiver or release of the initial Tenant or any Guarantor from the terms and conditions of this Lease or relieve Tenant or any subtenant, assignee or other party from obtaining the consent in writing of Landlord to any further assignment, transfer, encumbrance or subletting.

(iv) Tenant hereby assigns to Landlord the rent and other sums due from any subtenant, assignee or other occupant of the Premises and hereby authorizes and directs each such subtenant, assignee or other occupant to pay such rent or other sums directly to Landlord; provided however, that until the occurrence of an Event of Default, Tenant shall have the license to continue collecting such rent and other sums. In the event that the rent due and payable by a sublessee under any such permitted sublease (or a combination of the rent payable under such sublease plus any bonus or other consideration therefor or incident thereto) exceeds the hereinabove provided Rent payable under this Lease, or if with respect to a permitted assignment, permitted license, or other transfer by Tenant permitted by Landlord, the consideration payable to Tenant by the assignee, licensee, or other transferee exceeds the Rent payable under this Lease, then Tenant shall be bound and obligated to pay Landlord, in accordance with **<u>Section 10.3</u>**, the Net Profits (as defined in **<u>Section 10.3</u>**) and any other excess consideration within 10 days following receipt thereof by Tenant from such sublessee, assignee, licensee, or other transferee, as the case may be.

(v) Tenant shall pay Landlord a fee in the amount of $1,000.00 to reimburse Landlord for all its expenses under this **<u>Article X</u>**, including, without limitation, reasonable attorneys' fees, in connection with any request for Landlord's consent to a sublease, assignment or deemed assignment, whether or not Landlord consents to such request.

10.2 <u>Landlord's Option to Recapture Premises</u>. If Tenant proposes to assign this Lease, Landlord may, at its option, upon written notice to Tenant given within 30 days after its receipt of Tenant's notice of proposed assignment, together with all other necessary information, elect to recapture the Premises and terminate this Lease. If Tenant proposes to sublease all or part of the Premises, Landlord may, at its option upon written notice to Tenant given within 30 days after its receipt of Tenant's notice of proposed subletting, together with all other necessary information, elect to recapture such portion of the Premises as Tenant proposes to sublease and upon such election by Landlord, this Lease shall terminate as to the portion of the Premises recaptured. If a portion of the Premises is recaptured, the Rent payable under this Lease shall be proportionately reduced based on the square footage of the Gross Rentable Square Feet retained by Tenant and the square footage of the Gross Rentable Square Feet leased by Tenant immediately prior to such recapture and termination, and Landlord and Tenant shall thereupon execute an amendment to this Lease in accordance therewith. Landlord may thereafter, without limitation, lease the recaptured portion of the Premises to the proposed assignee or subtenant without liability to Tenant. Upon any such termination, Landlord and Tenant shall have no further obligations or liabilities to each other under this Lease with respect to the recaptured portion of the Premises, except with respect to obligations or liabilities which accrue or have accrued hereunder as of the date of such termination (in the same manner as if the date of such termination were the date originally fixed for the expiration of the Term).

10.3 Net Profits to Landlord. In the event that Tenant assigns this Lease or sublets all or any portion of the Premises during the Term, Landlord shall receive 100% of any "Net Profits" (as hereinafter defined) received by Tenant from any such assignment or subletting. The term "Net Profits" as used herein shall mean such portion of the Rent payable by such assignee or subtenant in excess of the Rent payable by Tenant under this Lease (or pro rata portion thereof in the event of a subletting) for the corresponding period, after deducting from such excess Rent all of Tenant's documented reasonable third party costs associated with such assignment or subletting, including, without limitation, broker commissions, attorney fees and any costs incurred by Tenant to prepare or alter the Premises, or portion thereof, for the assignee or sublessee.

10.4 Transfers to Related Entities. Notwithstanding anything in this **Article X** to the contrary, provided no Event of Default exists under this Lease or would exist but for the pendency of any cure periods provided for under **Section 20.1**, Tenant may, without Landlord's consent, but after providing written notice to Landlord and subject to the provisions of **Section 10.1(b)(i-v)** , assign this Lease or sublet all or any portion of the Premises to any Related Entity (as hereinafter defined) provided that (i) such Related Entity is not a governmental entity or agency; (ii) such Related Entity's use of the Premises would not cause Landlord to be in violation of any exclusivity agreement within the Project; and (iii) the tangible net worth (computed in accordance with generally accepted accounting principles exclusive of goodwill) of any assignee after such transfer is greater than or equal to the greater of (a) the tangible net worth of Tenant as of the Date of Lease; or (b) the tangible net worth of Tenant immediately prior to such transfer, and proof satisfactory to Landlord that such tangible net worth standards have been met shall have been delivered to Landlord at least 10 days prior to the effective date of any such transaction. "Related Entity" shall be defined as any parent company, subsidiary, affiliate or related corporate entity of Tenant that controls, is controlled by, or is under common control with Tenant.

XI. MAINTENANCE AND REPAIR

11.1 Landlord's Obligation. Landlord will maintain, repair and restore in reasonably good order and condition (i) the Common Area; (ii) the mechanical and plumbing systems; (iii) the structure of the Building (including roof, exterior walls and foundation); (iv) exterior windows of the Building; and (v) Building standard lighting. The cost of such maintenance and repairs to the Project shall be included in the Operating Expenses and paid by Tenant as provided in **Article VI**; provided, however, Tenant shall bear the full cost of any maintenance, repair or restoration necessitated by the negligence or willful misconduct of Tenant or its Agents. **Tenant waives all rights to make repairs at the expense of Landlord, to deduct the cost of such repairs from any payment owed to Landlord under this Lease, to claim a lien against the Rent, the Project or Landlord's property, or to vacate the Premises.**

11.2 Tenant's Obligation. Subject to Landlord's express obligations set forth in **Section 11.1**, Tenant, at its expense, shall maintain the Premises, including without limitation the fixtures therein, in good condition and repair, reasonable wear and tear and casualty governed by the provisions of **Article XIX** excepted. Tenant's obligation shall include without limitation the obligation to maintain and repair all (i) interior walls; (ii) floor coverings; (iii) ceilings; (iv) doors; (v) entrances to the Premises; (vi) HVAC systems servicing the Premises; (vii) the electrical system servicing the Premises, including the installation of a new electrical meter; and (viii) private restrooms and kitchens, including hot water heaters, plumbing and similar facilities serving Tenant exclusively. Tenant will promptly advise Landlord of any damage to the Premises or the Building. All damage or injury to the Premises (excluding Tenant's equipment, personal property and trade fixtures) may be repaired, restored or replaced by Landlord, at the expense of Tenant, and such expense will be collectible as Additional Rent and will be paid by Tenant upon demand. If Tenant fails to make any repairs to the Premises for more than 30 days after notice from Landlord (although notice shall not be required in the event of an emergency as defined in **Article XIV**), Landlord may, at its option, cause all required maintenance or repairs, restorations or replacements to be made and Tenant shall pay Landlord pursuant to this **Section 11.2**.

XII. INITIAL CONSTRUCTION; ALTERATIONS

12.1 Initial Construction. Landlord and Tenant agree that the construction of any Tenant Work shall be performed by Tenant in accordance with and as defined in **Exhibit B**. Subject to the construction of the Tenant Work, Landlord shall have no obligations whatsoever to construct any improvements to the Premises and **Tenant accepts the Premises "AS IS", "WHERE IS" and "WITH ANY AND ALL FAULTS", and Landlord neither makes nor has made any representations or warranties, express or implied, with respect to the quality, suitability or fitness thereof of the Premises, or the condition or repair thereof. Tenant taking possession of the Premises shall be conclusive evidence for all purposes of Tenant's acceptance of the Premises in good order and satisfactory condition, and in a state and condition satisfactory, acceptable and suitable for Tenant's use pursuant to this Lease.**

12.2 Installing and Operating Tenant's Equipment. Without first obtaining the written consent of Landlord, Tenant shall not install or operate in the Premises (i) any electrically operated equipment or other machinery, other than standard office equipment that does not require wiring, cooling or other service in excess of Building standards; (ii) any equipment of any kind or nature whatsoever which will require any changes, replacements or additions to, or changes in the use of, any water, heating, plumbing, air conditioning or electrical system of the Premises or the Building; or (iii) any equipment which exceeds the electrical or floor load capacity per square foot for the Premises and the Building. Landlord's consent to such installation or operation may be conditioned upon the payment by Tenant of additional compensation for any excess consumption of utilities and any additional power, wiring, cooling or other service that may result from such equipment. Machines and equipment which cause noise or vibration that may be transmitted to the structure of the Building or to any space therein so as to be objectionable to Landlord or any other Building tenant shall be installed and maintained by Tenant, at its expense, on vibration eliminators or other devices sufficient to eliminate such noise and vibration. Tenant and Tenant's telecommunications companies, including but not limited to, local exchange telecommunications companies and alternative access vendor services companies, shall have no right of access to the Building for the installation and operation of telecommunications systems, including but not limited to, voice, video, data, and any other telecommunications services provided over wire, fiber optic, microwave, wireless, and any other transmission systems, for part or all of Tenant's telecommunications within the Building without Landlord's prior written consent, such consent not to be unreasonably withheld.

12.3 Alterations. Tenant shall not make or permit any alterations, decorations, additions or improvements of any kind or nature to the Premises or the Project, whether structural or nonstructural, interior, exterior or otherwise ("Alterations") without the prior written consent of Landlord, said consent not to be unreasonably withheld or delayed. Landlord may impose any reasonable conditions to its consent, including, without limitation: (i) prior approval of the plans and specifications and contractor(s) with respect to the Alterations (provided that the contractors will be subject to Landlord's prior written consent, which consent shall not be unreasonably withheld or delayed); (ii) supervision by Landlord's representative of the Alterations; (iii) proof of contractor's worker's compensation insurance and commercial general liability insurance in such amounts and meeting such requirements as reasonably requested by Landlord; (iv) delivery to Landlord of written and unconditional waivers of mechanic's and materialmen's liens as to the Project for all work, labor and services to be performed and materials to be furnished, signed by all contractors, subcontractors, materialmen and laborers participating in the Alterations; (v) delivery of permits, certificates of occupancy, "as-built" plans, and equipment manuals; and (vi) any security for performance or payment that is reasonably required by Landlord. The Alterations shall conform to the requirements of federal, state and local governments having jurisdiction over the Premises, including, without limitation, the ADA, the OSHA General Industry Standard (29 C.F.R. Section 1910.1001, et seq.), and the OSHA Construction Standard (29 C.F.R. Section 1926.1001, et seq.) and shall be performed in accordance with the terms and provisions of this Lease and in a good and workmanlike manner using material of a quality that is at least equal to the quality designated by Landlord as the minimum standard for the Building. All computer, telecommunications or other cabling, wiring and associated appurtenances (collectively, "Cabling") installed by Tenant inside any of the interior walls of the Premises, above the ceiling of the Premises, in any portion of the ceiling plenum above or below the Premises, or in any portion of the Common Areas of the Building, including but not limited to any of the shafts or utility rooms of the Building, shall be clearly labeled or otherwise identified as having been installed by Tenant. All Cabling installed by Tenant shall comply with the requirements of the National Electric Code and any other applicable fire and safety codes. Landlord may designate reasonable rules, regulations and procedures for the performance of work in the Building and, to the extent reasonably necessary to avoid disruption to the occupants of the Building, shall have the right to designate the time when Alterations may be performed. If the Alterations are not performed as herein required, Landlord shall have the right, at Landlord's option, to halt any further Alterations, or to require Tenant to perform the Alterations as herein required or to require Tenant to return the Premises to its condition before such Alterations. All or any part of the Alterations, whether made with or without the consent of Landlord, shall, at the election of Landlord, either be removed by Tenant at its expense before the expiration of the Term or shall remain upon the Premises and be surrendered therewith at the Expiration Date or earlier termination of this Lease as the property of Landlord without disturbance, molestation or injury; provided, Tenant shall remove all Cabling installed by Tenant anywhere in the Premises or the Building to the point of the origin of such Cabling. If required by Tenant, Landlord's election shall be made at the time Landlord approves installation of such Alterations. If Landlord requires the removal of all or part of the Alterations, Tenant, at its expense, shall repair any damage to the Premises or the Project caused by such removal and restore the Premises and the Building to its condition prior to the construction of such Alterations, reasonable wear and tear excepted. If Tenant fails to remove the Alterations upon Landlord's request and repair and restore the Premises and Project, then Landlord may (but shall not be obligated to) remove, repair and restore the same and the cost of such removal, repair and restoration together with any and all damages which Landlord may suffer and sustain by reason of the failure of Tenant to remove, repair and restore the same, shall be charged to Tenant and paid upon demand. Notwithstanding the foregoing, Tenant may remove any trade fixtures, business equipment, personal property and furniture provided that no Event of Default exists under this Lease and Tenant repairs any damage to the Premises resulting from the removal of such items and restores the Premises to its condition prior to the installation of such items, reasonable wear and tear excepted.

12.4 Mechanics' Liens.

(a) Tenant will pay or cause to be paid all costs and charges for: (i) work done by Tenant or caused to be done by Tenant, in or to the Premises; and (ii) materials furnished for or in connection with such work. If any such lien, at any time, is filed against the Premises, or any part of the Project, Tenant will cause such lien to be discharged of record within 10 days after the filing of such lien, except that if Tenant desires to contest such lien, it will furnish Landlord, within such 10-day period, a bond or other security reasonably satisfactory to Landlord of at least 150% of the amount of the claim. If a final judgment establishing the validity or existence of a lien for any amount is entered, Tenant will immediately pay and satisfy the same. If Tenant fails to pay any charge for which a mechanic's lien has been filed, and has not given Landlord a bond or other security as described above, Landlord may, at its option, pay such charge and related costs and interest, and the amount so paid, together with attorneys' fees incurred in connection with such lien, will be immediately due from Tenant to Landlord as Additional Rent. If Tenant receives notice that a lien has been or is about to be filed against the Premises or any part of the Project or any action affecting title to the Project has been commenced on account of work done by or for or materials furnished to or for Tenant, it will immediately give Landlord written notice of such notice. At least 15 days prior to the commencement of any work (including, but not limited to, any maintenance, repairs or Alteration) in or to the Premises, by or for Tenant, Tenant will give Landlord written notice of the proposed work and the names and addresses of the persons supplying labor and materials for the proposed work.

(b) NOTHING IN THIS LEASE SHALL BE DEEMED TO BE, OR CONSTRUED IN ANY WAY AS CONSTITUTING, THE CONSENT OR REQUEST OF LANDLORD, EXPRESSED OR IMPLIED, BY INFERENCE OR OTHERWISE, TO ANY PERSON, FIRM OR CORPORATION FOR THE PERFORMANCE OF ANY LABOR OR THE FURNISHING OF ANY MATERIALS FOR ANY CONSTRUCTION, REBUILDING, ALTERATION OR REPAIR OF OR TO THE PREMISES OR ANY PART THEREOF, NOR AS GIVING TENANT ANY RIGHT, POWER OR AUTHORITY TO CONTRACT FOR OR PERMIT THE RENDERING OF ANY SERVICES OR THE FURNISHING OF ANY MATERIALS WHICH MIGHT IN ANY WAY GIVE RISE TO THE RIGHT TO FILE ANY LIEN AGAINST THE BUILDING, PROJECT, LAND, PREMISES, OR LANDLORD'S INTEREST THEREIN. TENANT SHALL NOTIFY ANY CONTRACTOR PERFORMING ANY CONSTRUCTION WORK IN THE PREMISES ON BEHALF OF TENANT THAT THIS LEASE SPECIFICALLY PROVIDES THAT THE INTERESTS OF LANDLORD IN THE BUILDING, PROJECT, LAND, AND PREMISES SHALL NOT BE SUBJECT TO LIENS FOR IMPROVEMENTS MADE BY TENANT, AND NO MECHANIC'S LIEN OR OTHER LIEN FOR ANY SUCH LABOR, SERVICES, MATERIALS, SUPPLIES, MACHINERY, FIXTURES OR EQUIPMENT SHALL ATTACH TO OR AFFECT THE ESTATE OR INTEREST OF LANDLORD IN AND TO THE BUILDING, PROJECT, LAND, PREMISES, OR ANY PORTION THEREOF. IN ADDITION, LANDLORD SHALL HAVE THE RIGHT TO POST AND KEEP POSTED AT ALL TIMES ON THE PREMISES ANY NOTICES THAT MAY BE REQUIRED OR ADVISABLE FOR THE PROTECTION OF LANDLORD AND THE BUILDING, PROJECT, LAND, OR PREMISES FROM ANY SUCH LIEN. TENANT AGREES TO PROMPTLY EXECUTE SUCH INSTRUMENTS IN RECORDABLE FORM IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF FLORIDA STATUTES, SECTION 713.10.

XIII. SIGNS AND EXTERIOR APPEARANCE

The exclusive reasonable right is reserved by the Landlord to control the exterior appearance of the entire Premises, including, but not limited to all signs, decoration, lettering and advertising visible from the exterior of the building, (including those on the interior or on windows or doors), shades, awnings, window coverings, exterior or interior lights, antennae, canopies, or anything whatsoever affecting the visual appearance of the building. Tenant will not place or cause to be placed or maintained any item of any kind on or in any of the Premises affecting the exterior appearance of the building or common areas without first obtaining Landlord’s written approval and consent. Tenant further agrees to maintain any said items as may be approved in good condition and repair at all times.

Except as expressly provided for in this **Article XIII**, no sign, advertisement or notice shall be inscribed, painted, affixed, placed or otherwise displayed by Tenant on any part of the Project or the outside or the inside (to the extent visible from the exterior of the Premises or Building) of the Building or the Premises. Landlord shall provide, at Landlord's expense, a listing on the directory in the lobby of the Building listing all Building tenants. Landlord also shall, at Tenant's expense, place the suite number and/or Tenant name on or in the immediate vicinity of the entry door to the Premises using Building standard sign material and lettering. If any prohibited sign, advertisement or notice is nevertheless exhibited by Tenant, Landlord shall have the right to remove the same, and Tenant shall pay upon demand any and all expenses incurred by Landlord in such removal, together with interest thereon at the Interest Rate from the demand date.

XIV. RIGHT OF ENTRY

Tenant shall permit Landlord or its Agents to enter the Premises without charge therefor to Landlord and without diminution of Rent or claim of constructive eviction: (i) to clean, inspect and protect the Premises and the Building; (ii) to make such alterations and repairs to the Premises or any portion of the Building, including other tenants' premises, which Landlord determines to be reasonably necessary; (iii) to exhibit the same to prospective purchaser(s) of Landlord or the Building, or to present or future Mortgagees; or (iv) to exhibit the same to prospective tenants during the last 12 months of the Term. Landlord will endeavor to minimize, as reasonably practicable, any interference with Tenant's business and shall provide Tenant with at least 24 hours of prior written notice of entry into the Premises (which may be given via e-mail or text message), except in the event of an apparent emergency condition arising within or affecting the Premises or Building and which Landlord reasonably believes endangers or threatens to endanger property or the safety of individuals.

XV. INSURANCE

Tenant self-insures and shall provide Landlord with a self-insurance letter confirming that Tenant is liability and workers' compensation insurance is provided through Tenant's self-insurance fund. The letter shall also reflect that, in compliance with and subject to limitations of Florida Statutes Sections 768.28 and 440.09, provisions are made by Tenant to process any claims that may arise.

XVI. SERVICES AND UTILITIES

16.1 Ordinary Services to the Premises. Landlord shall furnish to the Premises throughout the Term so long as the Premises are occupied: (i) reasonable janitorial service for the common areas of the Building (see section 16.2(a), below); (ii) reasonable use of all existing basic intra-Building telephone and network cabling; (iii) hot and cold water from points of supply; (iv) restrooms; (v) elevator service, provided that Landlord shall have the right to remove such elevators from service as may reasonably be required for moving freight or for servicing or maintaining the elevators or the Building; and (vi) Building standard lighting and other customary business equipment to be determined at Landlord's sole discretion; The cost of all services provided by Landlord hereunder shall be included within Operating Expenses, unless charged directly (and not as a part of Operating Expenses) to Tenant or another tenant of the Building. Landlord may establish reasonable measures to conserve energy and water. It is expressly understood that Landlord will not be providing HVAC (heating, venting, and air-conditioning) services to the Premises and the HVAC system, installation, and maintenance will be provided by Tenant at its sole cost and expense as part of Tenant's Work and Landlord is expressly relieved of any obligation to provide an HVAC system or air-conditioning or heating services to the Premises. Tenant shall also be responsible for providing a separate electric meter to the Premises to which the Tenant provided HVAC system will be connected. It shall be the Tenant's obligation to repair and maintain such HVAC system and Tenant must provide to Landlord within 30 days of the Commencement Date an air-conditioning and heating maintenance contract or with other proof that an air-conditioning and heating maintenance contract is in full force and effect. All repairs to the HVAC system shall be by Tenant at its sole cost and expense. At the termination of this Lease for any reason, including any renewal thereof, the HVAC system provided by Tenant will become the property of Landlord and is not to be removed, altered, or disassembled. Additionally, it is expressly understood that Landlord will also not be providing electricity to the Premises, but rather, Tenant, at its sole costs and expense, will arrange for a new electrical panel, meter, and other connectivity it requires for its permitted use directly with the utility provider. Accordingly, the parties agree that Landlord shall have no obligation or liability whatsoever for the HVAC or electricity services in the Premises and Tenant hereby releases Landlord from any such liability. Notwithstanding anything to the contrary, Landlord will provide for Tenant's use in obtaining and providing an HVAC system, HVAC units capable of providing up to 7 tons at no cost to Tenant. Said units are in storage and can be made available for Tenant's use upon reasonable notice to Landlord. All other facets of the HVAC system are the sole responsibility of Tenant.

Notwithstanding anything else contained in this Lease to the contrary, in the case of an Event of Force Majeure event or other event outside of Landlord's control, which causes the electricity in the Premises to become unavailable, Landlord shall have the right, at any time and from time to time, to cause one or more utilities (including, without limitation, lighting systems servicing the Leased Premises and/or the Thyssen Building or any portion thereof) to be furnished by mechanics of an on-site or off-site energy system and/or to provide some other alternative energy system (whether so-called "total energy" or otherwise) in lieu of the direct furnishing of the same to Tenant and other occupants of the Thyssen Building from the appropriate utility company and Tenant agrees in any such case, to accept any such utility service from such alternative service in lieu of the appropriate company directly and to pay Landlord and/or such alternative source or other designee and Landlord shall determine all costs and charges therefore, provided that the same shall not result in any additional cost or expense for such service to Tenant over and above that which it would pay if it purchased same directly from the appropriate utility company; and, provided further, that same is in compliance with all laws, regulations, ordinances and other governmental requirements. Landlord shall have no liability to Tenant for disruption of any utility services, and in no event shall such disruption constitute constructive eviction or entitle Tenant to an abatement of rents or other charges, provided the disruption is not attributable to Landlords acts or omissions.

16.2 Additional Services. Should Tenant desire any additional services beyond those described in **Section 16.1**, or a rendition of any of such services outside the normal times for providing such service, Landlord may (at Landlord's option), upon reasonable advance notice from Tenant to Landlord, furnish such services, and Tenant agrees to pay Landlord upon demand Landlord's additional expenses resulting therefrom. Landlord may, from time to time during the Term, set a charge for such additional services, or a per hour charge for additional or after hours service which shall include the utility, service, labor, and administrative costs and a cost for depreciation of the equipment used to provide such additional or after hours service.

16.2(a) Cleaning Services. Landlord will engage a cleaning service for the Thyssen Building which shall be responsible for maintaining the cleanliness of the common areas, which cost shall be included in the Operating Expenses. Because of the disruption that is caused by various cleaning services entering and exiting the various leased premises in the Building, Tenant shall separately engage the same cleaning service to clean the Premises. Tenant shall be invoiced directly by the Thyssen Building's Janitorial Service and shall pay for its services directly. Tenant shall be permitted to engage any other Janitorial Service with Landlord's prior written consent, which will not unreasonably be withheld. Furthermore, landlord shall have no liability to Tenant in the event of any loss arising from the using of another cleaning service. Landlord agrees that any janitorial company procured by Tenant for other properties owned by Tenant will be acceptable to the Landlord.

16.3 Interruption of Utilities or Services. Landlord will not be liable to Tenant or any other person for direct or consequential damages (including, without limitation, damages to persons or property or for injury to, or interruption of, business), Tenant shall not be entitled to any abatement or reduction of rent except as expressly set forth in this **<u>Section 16.3</u>**, nor shall a constructive eviction exist or shall Tenant be released from any of Tenant's obligations under this Lease (a) for any failure to supply any heat, air conditioning, elevator, cleaning, lighting or security or for any surges or interruptions of electricity, telecommunications or other service Landlord has agreed to supply during any period when Landlord uses reasonable diligence to supply such services; (b) as a result of the admission to or exclusion from the Building or Project of any person; or (c) for any discontinuance permitted under this **<u>Article XVI</u>**. Landlord reserves the right temporarily to discontinue the services set forth in the foregoing sentence, or any of them, at such times as may be necessary by reason of accident, repairs, alterations or improvement, strikes, lockouts, riots, acts of God, governmental preemption in connection with a national or local emergency, any rule, order or regulation of any governmental agency, conditions of supply and demand which make any product unavailable, Landlord's compliance with any mandatory or voluntary governmental energy conservation or environmental protection program, or any other happening beyond the control of Landlord. In the event of invasion, mob, riot, public excitement or other circumstances rendering such action advisable in Landlord's reasonable opinion, Landlord will have the right to prevent access to the Building or Project during the continuance of the same by such means as Landlord, in its reasonable discretion may deem appropriate, including, without limitation, locking doors and closing Parking Facilities and the Common Areas. Notwithstanding the foregoing, in the event of any failure to furnish, or any stoppage of, the following specified services for a period in excess of five consecutive days, and if: (a) such interruption is restricted to the Building and is not a neighborhood blackout or caused by an Event of Force Majeure; (b) such failure to furnish or stoppage is caused by the gross negligence or willful misconduct of Landlord or by the failure of Landlord to commence and diligently pursue repairs for which Landlord is responsible under this Lease; (c) such interruption results in the Premises becoming untenantable; and (d) Tenant actually ceases to occupy the Premises as a result thereof, Tenant shall be entitled to an abatement of Rent which shall commence on the sixth day (and shall not be retroactive) and shall continue for the remainder of the period of such failure to furnish or stoppage of such specified services. As used in this **<u>Section 16.3</u>**, the specified services are electricity (including total energy or other alternate form of temporary energy system or electric service, other than the service provided by the utility company, which is not continuously maintained for the entirety of the daily hours of operation for Tenant), water, natural gas and sewer service.

16.4 <u>Meters</u>. Each premise in the Building that is or will be leased by Landlord for the exclusive use of a tenant contains a separate meter to measure electricity usage. Electricity related expenses incurred by Tenant will be separately metered, billed and charged to Tenant. Electricity usage for the remainder of the Building, including but not limited to the Common Areas, will be metered, billed and charged as Operating Expenses.

16.5 <u>Utility Charges</u>. All utility service used by Tenant in the Premises will be included with the Operating Expenses, unless metered, billed and charged directly to Tenant.

16.6 After Hours HVAC Services to the Premises: As Landlord is not providing HVAC services or electrical services to the Premises, any after-hours HVAC services to the Premises is unrelated to Landlord and not within Landlord's control.

XVII. <u>LIABILITY OF LANDLORD</u>

17.1 <u>Indemnification</u>. **Except to the extent caused by the gross negligence or willful misconduct of Landlord, its Agents or Mortgagee,** Tenant will neither hold nor attempt to hold Landlord, its Agents or Mortgagee liable for, and to the extent allowable, and further subject to the limitation on the Tenant's liability, as set forth in Section 768.28, Florida Statutes, Tenant will indemnify, hold harmless and defend (with counsel reasonably acceptable to Landlord) Landlord, its Agents and Mortgagee, from and against, any and all demands, claims, causes of action, fines, penalties, damages, liabilities, judgments, and expenses (including, without limitation, reasonable attorneys' fees) incurred in connection with or arising from (i) the use or occupancy or manner of use or occupancy of the Premises or the Common Areas by Tenant or its Agents; (ii) any activity, work or thing done, permitted or suffered by Tenant or its Agents in or about the Premises or the Building; (iii) any acts, omissions or negligence of Tenant or its Agents; (iv) any breach, violation or nonperformance by Tenant or its Agents of any term, covenant or provision of this Lease or any law, ordinance or governmental requirement of any kind; and (v) any injury or damage to the person, property or business of Tenant or its Agents, including, without limitation, to vehicles (or the contents thereof) of Tenant or Tenant's Agents that are parked in the Parking Facilities, whether incurred in connection with the removal of any vehicles of Tenant or its Agents that are parked in violation of this Lease, the Rules and Regulations or otherwise.

17.2 Waiver and Release. Except to the extent caused by the gross negligence or willful misconduct of Landlord, its Agents and Mortgagee, Tenant covenants and agrees that Landlord, its Agents and Mortgagee will not at any time or to any extent whatsoever be liable, responsible or in any way accountable for any loss, injury, death or damage (including consequential damages) to persons, property or Tenant's business occasioned by (i) any act or omission of Landlord or its Agent; (ii) any acts or omissions, including theft, of or by any other tenant, occupant, guest or visitor of the Building; (iii) any casualty, explosion, falling plaster or other masonry or glass, steam, gas, electricity, water or rain which may leak from any part of the Building or from the pipes, appliances or plumbing works therein or from the roof, street or subsurface or from any other place, or resulting from dampness; or (iv) the parking of vehicles by Tenant or Tenant's Agents in the Parking Facilities, including, without limitation, when incurred in connection with the removal of any vehicles of Tenant or its Agents, that are parked in violation of this Lease or the Rules and Regulations or otherwise. Tenant agrees to give prompt notice to Landlord upon the occurrence of any of the events set forth in this **Section 17.2** or of defects in the Premises or the Building, or in the fixtures or equipment.

17.3 Survival. The covenants, agreements and indemnification obligations under this **Article XVII** will survive the expiration or earlier termination of this Lease. Tenant's covenants, agreements and indemnification obligations are not intended to and will not relieve any insurance carrier of its obligations under policies required to be carried by Tenant pursuant to the provisions of this Lease.

XVIII. RULES AND REGULATIONS

Tenant and its Agents shall at all times abide by and observe the Rules and Regulations set forth in **Exhibit C** and any amendments thereto that may reasonably be promulgated from time to time by Landlord for the operation and maintenance of the Project and the Rules and Regulations shall be deemed to be covenants of this Lease to be performed and/or observed by Tenant. Nothing contained in this Lease shall be construed to impose upon Landlord any duty or obligation to enforce the Rules and Regulations, or the terms or provisions contained in any other lease, against any other tenant of the Project. Landlord shall not be liable to Tenant for any violation by any party of the Rules and Regulations or the terms of any other Building lease. If there is any inconsistency between this Lease (other than **Exhibit C**) and the then current Rules and Regulations, this Lease shall govern.

XIX. DAMAGE; CONDEMNATION

19.1 Damage to the Premises. If the Premises or the Building shall be damaged by fire or other casualty, Landlord shall diligently and as soon as practicable after such damage occurs (taking into account the time necessary to effect a satisfactory settlement with any insurance company involved) repair such damage at the expense of Landlord; provided, however, that Landlord's obligation to repair such damage shall not exceed the proceeds of insurance available to Landlord (reduced by any proceeds retained pursuant to the rights of Mortgagee). Notwithstanding the foregoing, if the Premises or the Building are damaged by fire or other casualty to such an extent that, in Landlord's reasonable judgment, the damage cannot be substantially repaired within 270 days after the date of such damage, or if the Premises are substantially damaged during the last Lease Year, then: (i) Landlord may terminate this Lease as of the date of such damage by written notice to Tenant within 120 days after the date of damage; or (ii) Tenant may terminate this Lease as of the date of such damage by written notice to Landlord within 60 days after (a) Landlord's delivery of a notice that the repairs cannot be made within such 270-day period (Landlord shall use reasonable efforts to deliver to Tenant such notice within 60 days of the date of such damage or casualty); or (b) the date of damage, in the event the damage occurs during the last year of this Lease. Without limitation to the foregoing, if the Premises or the Building are damaged by fire or other casualty and Landlord’s reasonable estimate of the cost to repair such damage exceeds the proceeds of insurance available to Landlord (reduced by any proceeds retained pursuant to the rights of Mortgagee) or no such proceeds are available to Landlord, then Landlord shall not be obligated to incur expenses in excess of such insurance proceeds to repair such damage and may terminate this Lease as of the date of such damage by written notice to Tenant. Rent shall be apportioned and paid to the date of such damage.

During the period that Tenant is deprived of the use of the damaged portion of the Premises, Basic Rent and Tenant's Proportionate Share shall be reduced by the ratio that the Gross Rentable Square Footage of the Premises damaged bears to the total Gross Rentable Square Footage of the Premises before such damage. Notwithstanding the foregoing, in the event that during the 120 day period after the date of damage, Tenant, in Tenant’s reasonable discretion, determines that Tenant has not been able to use 50% or more of the Premises during such 120 day period, Tenant shall be entitled to terminate the Lease upon written notice to Landlord within 180 days from the date of damage. All injury or damage to the Premises or the Building resulting from the negligence or willful misconduct of Tenant or its Agents shall be repaired by Landlord, at Tenant's expense, subject to the waivers in **Section 15.5**, and Rent shall not abate nor shall Tenant be entitled to terminate this Lease. Notwithstanding anything herein to the contrary, Landlord shall not be required to rebuild, replace, or repair any of the following: (i) specialized Tenant improvements as reasonably determined by Landlord; (ii) Alterations; or (iii) personal property of Tenant.

19.2 Condemnation. If any portion of the Building or land upon which the Building is located, shall be taken or condemned by any governmental or quasi-governmental authority for any public or quasi-public use or purpose (including, without limitation, sale under threat of such a taking), then Landlord, at is election and in its sole and absolute business discretion judgment, and notwithstanding other provisions herein contained to the contrary, shall have the option to terminate the Lease as of the date when title vests in such governmental or quasi-governmental authority, and Rent shall be prorated to the date when title vests in such governmental or quasi-governmental authority. Tenant shall have no claim against Landlord (or otherwise) as a result of such taking, and Tenant hereby agrees to make no claim against Landlord or the condemning authority for any portion of the amount that may be awarded as compensation or damages as a result of such taking; provided, however, that Tenant may, to the extent allowed by law, claim an award for moving expenses and for the taking of any of Tenant's property (other than its leasehold interest in the Premises) which does not, under the terms of this Lease, become the property of Landlord at the termination hereof, as long as such claim is separate and distinct from any claim of Landlord and does not diminish Landlord's award. Tenant hereby assigns to Landlord any right and interest it may have in any award for its leasehold interest in the Premises.

XX. DEFAULT OF TENANT

20.1 Events of Default. Each of the following shall constitute an Event of Default: (i) Tenant fails to pay Rent within ten (10) days after written notice from Landlord;; (ii) Tenant fails to observe or perform any other term, condition or covenant herein binding upon or obligating Tenant within 30 days after notice from Landlord; provided, however, that if Landlord reasonably determines that such failure cannot be cured within said 10-day period, then Landlord may in its reasonable discretion extend the period to cure the default for up to an additional 60 days provided Tenant has commenced to cure the default within the 30-day period and diligently pursues such cure to completion); (iii) Tenant Abandons or vacates the Premises or fails to take occupancy of the Premises within 90 days after the Commencement Date (even though Tenant continues to pay Rent); (iv) Tenant fails to execute and return a subordination agreement or estoppel within the time periods provided for in **<u>Article XXI</u>** or **<u>Section 24.4</u>**, following receipt by Tenant of an additional 30 day written notice to cure; (v) Tenant or any Guarantor makes or consents to a general assignment for the benefit of creditors or a common law composition of creditors, or a receiver of the Premises for all or substantially all of Tenant's or Guarantor's assets is appointed; (vi) Tenant or Guarantor hereafter files a voluntary petition in any bankruptcy or insolvency proceeding, or an involuntary petition in any bankruptcy or insolvency proceeding is filed against Tenant or Guarantor and is not discharged by Tenant or Guarantor within 60 days; (vii) Tenant fails to immediately remedy or discontinue any hazardous conditions which Tenant has created or permitted in violation of law or of this Lease during the Term of this Lease; (; and (viii) a receiver is appointed to take charge of any of Tenant's assets.

"Abandonment" or "Abandons" hereunder shall be deemed to include, but shall not be limited to, either (a) any vacancy of the leased Premises by Tenant for thirty (30) consecutive days without Landlord's prior written consent, excluding any vacancy caused by an Event of Force Majeure or during times when Tenant is performing repairs to the Premises or (b) non-operation of the Tenant's business in the leased Premises for a period of thirty (30) consecutive days without Landlord's prior written consent, which shall not be unreasonably withheld, excluding any periods of non-operation due to an Event of Force Majeure or during times when Tenant is performing repairs to the Premises.

20.2 <u>Landlord's Remedies</u>. Upon the occurrence of an Event of Default, Landlord, at its option, without further notice or demand to Tenant, may, in addition to all other rights and remedies provided in this Lease, at law or in equity, elect one or more of the following remedies:

(a) Terminate this Lease, or terminate Tenant's right of possession to the Premises without terminating this Lease, and with or without reentering and repossessing the Premises. Upon any termination of this Lease, or upon any termination of Tenant's right of possession without termination of this Lease, Tenant shall surrender possession and vacate the Premises immediately, and deliver possession thereof to Landlord. If Tenant fails to surrender possession and vacate the Premises, Landlord and its Agents shall have full and free license to enter into and upon the Premises with process of law for the purpose of repossessing the Premises, removing Tenant and removing, storing or disposing of any and all Alterations, signs, personal property, equipment and other property therefrom. Landlord may take these actions without (i) being deemed guilty of trespass, eviction or forcible entry or detainer, (ii) incurring any liability for any damage resulting therefrom, for which Tenant hereby waives any right to claim, (iii) terminating this Lease (unless Landlord intends to do so), (iv) releasing Tenant or any Guarantor, in whole or in part, from any obligation under this Lease or any Guaranty thereof, including, without limitation, the obligation to pay Rent or Damages (as defined herein) or (v) relinquishing any other right given to Landlord hereunder or by operation of law. "<u>Damages</u>" shall mean all actual damages, court costs, interest and attorneys' fees arising from Tenant's breach of the Lease, including, without limitation, (i) reletting costs, including, without limitation, the cost of restoring the Premises to the condition necessary to rent the Premises at the prevailing market rate, normal wear and tear excepted (including, without limitation, cleaning, decorating, repair and remodeling costs), brokerage fees, legal fees, advertising costs and the like); (ii) Landlord's cost of recovering possession of the Premises and any and all costs incurred by reason of the vacancy of the Premises until relet; (iii) the cost of removing, storing and disposing of any of Tenant's or other occupant's property left on the Premises after reentry; (iv) (iv) the amount of any unamortized improvements to the Premises in connection with this Lease paid for by Landlord, amortized during the original Term of the Lease and Renewal Period (if Tenant exercised the Renewal Option) of the Lease, (v) the amount of any unamortized brokerage commission paid by Landlord in connection with the leasing of the Premises to Tenant, amortized during the original Term or the Renewal Period (if Tenant exercised the option), as to each brokerage commission payment which accrues during the original Term or Renewal Period, as applicable; (vii) costs incurred in connection with collecting any money owed by Tenant or a substitute tenant, (viii) any other sum of money or damages owed by Tenant to Landlord or incurred by Landlord as a result of or arising from, Tenant's breach of this Lease or Landlord's exercise of its rights and remedies for such breach, (ix) any contractual or liquidated type or measures of damages specified in this Lease and (x) any other type of measure of damages recoverable for any particular breach under applicable law statute, ordinance or governmental rule or regulation.

(b) Declare all Rent and charges due hereunder to be immediately due and payable with all such amounts due to the end of the Term shall thereupon be accelerated; provided, however, such accelerated amounts shall be discounted to their then present value on the basis of a three percent (3%) per annum discount from the respective dates that such amounts would have been paid hereunder. In the event that any charges due hereunder cannot be exactly determined as of the date of acceleration, the amount of such charges shall be determined by Landlord in a reasonable manner based on historical increases in such charges.

(c) Following any applicable cure periods, Landlord shall have the absolute right to immediately file legal proceedings to recover possession of the Premises as well as any unpaid rents or other sums owing from Tenant.. Tenant agrees to reimburse Landlord on demand for any expenses which Landlord may incur in connection with the foregoing actions, which expenses shall bear interest until paid at the Interest Rate.

(d) Withhold or suspend payment or performance that this Lease would otherwise require Landlord to pay or perform.

(e) No right or remedy herein conferred upon or reserved to Landlord is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute. In addition to other remedies provided in this Lease, Landlord shall be entitled, to the extent permitted by applicable law, to injunctive relief in case of the violation, or attempted or threatened violation, of any of the covenants, agreements, conditions or provisions of this Lease, or to a decree compelling performance of any of the covenants, agreements, conditions or provisions of this Lease, or to any other remedy allowed to Landlord at law or in equity.

20.3 Mitigation of Damages. Notwithstanding the foregoing, to the extent (but no further) Landlord is required by applicable law to mitigate damages, or is required by law to use efforts to do so, Landlord shall be obligated to do so and Tenant shall not be deemed to waive such requirement. Without limitation to the foregoing, Landlord shall not be deemed to have failed to mitigate damages, or to have failed to use efforts required by law to do so, because: (i) Landlord leases other space in the Building which is vacant prior to re-letting the Premises; (ii) Landlord refuses to relet the Premises to any Related Entity of Tenant, or any principal of Tenant, or any Related Entity of such principal; (iii) Landlord refuses to relet the Premises to any person or entity whose creditworthiness is not acceptable to Landlord in the exercise of its reasonable discretion; (iv) Landlord refuses to relet the Premises to any person or entity because the use proposed to be made of the Premises by such prospective tenant is not general office use of a type and nature consistent with that of the other tenants in the portions of the Building leased or held for lease for general office purposes as of the date Tenant defaults under this Lease (by way of illustration, but not limitation, call center or other high-density use, consular offices, doctor's offices or medical or dental clinics or laboratories, would not be uses consistent with that of other tenants in the Building), or such use would, in Landlord's reasonable judgment, impose unreasonable or excessive demands upon the Building systems, equipment or facilities; (v) Landlord refuses to relet the Premises to any person or entity, or any affiliate of such person or entity, who has been engaged in litigation with Landlord or any of its affiliates;

(vi) Landlord refuses to relet the Premises because the tenant or the terms and provisions of the proposed lease are not approved by the holders of any liens or security interests in the Building, or would cause Landlord to be in default of, or to be unable to perform any of its covenants or obligations under, any agreements between Landlord and any third party; (vii) Landlord refuses to relet the Premises to a person or entity whose character or reputation, or the nature of such prospective tenant's business, would not be acceptable to Landlord in its reasonable discretion; (viii) Landlord refuses to expend any material sums of money to market the Premises in excess of the sums Landlord typically expends in connection with the marketing of other space in the Building or as may otherwise be required by applicable law. As used in this **Section 20.3**, an "affiliate" means a person or entity that controls, is controlled by, or is under common control with another person or entity.

20.4 No Waiver. If Landlord shall institute proceedings against Tenant and a compromise or settlement thereof shall be made, the same shall not constitute a waiver of any other covenant, condition or agreement herein contained, nor of any of Landlord's rights hereunder. No waiver by Landlord of any breach shall operate as a waiver of such covenant, condition or agreement itself, or of any subsequent breach thereof. No payment of Rent by Tenant or acceptance of Rent by Landlord shall operate as a waiver of any breach or default by Tenant under this Lease. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly installment of Rent herein stipulated shall be deemed to be other than a payment on account of the earliest unpaid Rent, nor shall any endorsement or statement on any check or communication accompanying a check for the payment of Rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or to pursue any other remedy provided in this Lease. No act, omission, reletting or re-entry by Landlord, and no acceptance by Landlord of keys from Tenant, shall be considered an acceptance of a surrender of this Lease, shall be construed as an actual or constructive eviction of Tenant, or an election on the part of Landlord to terminate this Lease unless a written notice of such intention is given to Tenant by Landlord.

20.5 Late Payment. If Tenant fails to pay any Rent within 10 days after such Rent becomes due and payable, Tenant shall pay to Landlord a late charge of 4% of the amount of such overdue Rent. Such late charge shall be deemed Rent and shall be due and payable within two days after written demand from Landlord.

20.6 Waiver of Redemption. Tenant hereby waives, for itself and all persons claiming by and under Tenant, all rights and privileges which it might have under any present or future law to redeem the Premises or to continue this Lease after being dispossessed or ejected from the Premises.

20.7 Landlord's Lien. Landlord shall be entitled to a statutory lien provided to Landlord pursuant to applicable laws.

XXI. MORTGAGES

This Lease is subject and subordinate to any mortgage, deed of trust, security interest, or title retention interest now or hereafter affecting the Land, Building or Project (each a "Mortgage") and to all renewals, modifications, consolidations, replacements and extensions thereof. This subordination shall be self-operative; however, in confirmation thereof, Tenant shall, within 30 days of receipt thereof, execute any instrument that Landlord or any holder of any note or obligation secured by a Mortgage (the "Mortgagee") may request confirming such subordination, provided that such subordination also contains a non-disturbance covenant of Tenant's leasehold interest under the Lease and Tenant's attornment to purchaser of Landlord's interest under this Lease. Notwithstanding the foregoing, before any foreclosure sale under a Mortgage, the Mortgagee shall have the right to subordinate the Mortgage to this Lease, in which case, in the event of such foreclosure or termination, this Lease may continue in full force and effect and Tenant shall attorn to and recognize as its landlord the purchaser at foreclosure of Landlord's interest under this Lease. Tenant shall, upon the request of a Mortgagee or purchaser at foreclosure, execute, acknowledge and deliver any instrument that has for its purpose and effect the subordination of the lien of any Mortgage to this Lease; provided that such subordination also includes a non-disturbance covenant regarding Tenant’s leasehold interest under this Lease, and Tenant's agreement to attornment to such purchaser of Landlord's interest under this Lease.

XXII. SURRENDER; HOLDING OVER

22.1 Surrender of the Premises. Tenant shall peaceably surrender the Premises to Landlord on the Expiration Date or earlier termination of this Lease, in broom-clean condition and in as good condition as when Tenant took possession, including, without limitation, the repair of any damage to the Premises caused by the removal of any of Tenant's personal property, Alterations, or trade fixtures from the Premises, except for reasonable wear and tear and loss by fire or other casualty (as provided for in **Article XIX**). All trade fixtures, equipment, furniture, inventory, effects and Alterations left on or in the Premises or the Project after the Expiration Date or earlier termination of this Lease (or within two (2) days after a termination by reason of Tenant’s default) will be deemed conclusively to have been abandoned and may be appropriated, removed, sold, stored, destroyed or otherwise disposed of by Landlord pursuant to the requirements of applicable law; and Tenant will pay Landlord for all expenses incurred in connection with the same, including, but not limited to, the costs of repairing any damage to the Premises or the Building caused by the removal of such property. Tenant's obligation to observe and perform this covenant will survive the expiration or other termination of this Lease.

22.2 Holding Over. In the event that Tenant shall not immediately surrender the Premises to Landlord on the Expiration Date or earlier termination of this Lease, including removing all trade fixtures, equipment, furniture, inventory, effects and Alterations from the Premises, Tenant shall be deemed to be a tenant-at-sufferance, without claim of right pursuant to the terms and provisions of this Lease, except the daily Basic Rent shall be twice the daily Basic Rent in effect on the Expiration Date or earlier termination of this Lease (computed on the basis of a 30 day month). Notwithstanding the foregoing, if Tenant shall hold over after the Expiration Date or earlier termination of this Lease, and Landlord shall desire to regain possession of the Premises, then Landlord may forthwith re-enter and take possession of the Premises by any legal process provided under applicable state law.

XXIII. QUIET ENJOYMENT

Landlord covenants that if Tenant shall pay Rent and perform all of the terms and conditions of this Lease to be performed by Tenant, Tenant shall during the Term peaceably and quietly occupy and enjoy possession of the Premises without molestation or hindrance by Landlord or any party claiming through or under Landlord, subject to the provisions of this Lease, any restrictions and any Mortgage to which this Lease is subordinate.

XXIV. MISCELLANEOUS

24.1 No Representations by Landlord. Tenant acknowledges that neither Landlord nor its Agents nor any broker has made any representation or promise with respect to the Premises, the Project, the Land or the Common Area, except as herein expressly set forth, and no rights, privileges, easements or licenses are acquired by Tenant except as herein expressly set forth.

24.2 No Partnership. Nothing contained in this Lease shall be deemed or construed to create a partnership or joint venture of or between Landlord and Tenant, or to create any other relationship between Landlord and Tenant other than that of landlord and tenant.

24.3 Brokers. Landlord recognizes Broker(s) as the sole broker(s) procuring this Lease and shall pay Broker(s) a commission therefor pursuant to a separate agreement between Broker(s) and Landlord. Landlord and Tenant each represents and warrants to the other that it has dealt with no broker, agent, finder or other person other than Broker(s) relating to this Lease. **Landlord shall indemnify and hold Tenant harmless, and t**o the extent allowable, and further subject to the limitation on the Tenant's liability, as set forth in Section 768.28, Florida Statutes, **Tenant shall indemnify and hold Landlord harmless, from and against any and all loss, costs, damages or expenses (including, without limitation, all attorneys' fees and disbursements) by reason of any claim of liability to or from any broker or person arising from or out of any breach of the indemnitor's representation and warranty**.

24.4 Estoppel Certificate. Tenant shall, without charge, at any time and from time to time, within 30 days after request therefor by Landlord, execute, acknowledge and deliver to Landlord a written estoppel certificate certifying, as of the date of such estoppel certificate, the following: (i) that this Lease is unmodified and in full force and effect (or if modified, that this Lease is in full force and effect as modified and setting forth such modifications); (ii) that the Term has commenced (and setting forth the Commencement Date and Expiration Date); (iii) that Tenant is presently occupying the Premises; (iv) the amounts of Basic Rent and Additional Rent currently due and payable by Tenant; (v) that any Tenant Work or Alterations required by this Lease to have been made by Landlord have been made to the satisfaction of Tenant; (vi) that there are no existing set-offs, charges, liens, claims or defenses against the enforcement of any right hereunder, including, without limitation, Basic Rent or Additional Rent (or, if alleged, specifying the same in detail); (vii) that no Basic Rent (except the first installment thereof) has been paid more than 30 days in advance of its due date; (viii) that, to the best of Tenant's knowledge, but without independent inquiry, Tenant has no knowledge of any then uncured default by Landlord of its obligations under this Lease (or, if Tenant has such knowledge, specifying the same in detail); (ix) that Tenant is not in default; (x) that the address to which notices to Tenant should be sent is as set forth in this Lease (or, if not, specifying the correct address); and (xi) any other certifications reasonably requested by Landlord, subject to Tenant's approval, which shall not be unreasonably delayed conditioned or denied. In the event Tenant fails to deliver to Landlord an estoppel certificate as required by this Section within the specified 30-day period, Tenant shall be conclusively presumed to have adopted and affirmed the contents of the form of estoppel certificate delivered to Tenant by Landlord, and any prospective mortgagee, purchaser, or other third-party may rely on the accuracy of such estoppel certificate as if executed and affirmed by Tenant.

24.5 Waiver of Jury Trial. LANDLORD AND TENANT EACH KNOWINGLY AND VOLUNTARILY WAIVE TRIAL BY JURY IN CONNECTION WITH PROCEEDINGS OR COUNTERCLAIMS BROUGHT BY EITHER OF THE PARTIES AGAINST THE OTHER WITH RESPECT TO ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT HEREUNDER OR TENANT'S USE OR OCCUPANCY OF THE PREMISES.

24.6 Notices. All notices, demands and requests which may be given or which are required to be given by either party to the other, shall be in writing and shall be deemed effective either: (i) on the date personally delivered to the address set forth in **Article I**, as evidenced by written receipt for the same, whether or not actually received by the person to whom addressed; (ii) on the third business day after being sent, by certified or registered mail, return receipt requested, postage prepaid, addressed to the intended recipient at the address specified **Article I**; (iii) on the next succeeding business day after being deposited into the custody of a nationally recognized overnight delivery service such as Federal Express, addressed to such party at the address specified **Article I**; (iv) on the date delivered by facsimile to the respective numbers specified in **Article I**, provided confirmation of facsimile is received; or (v) on the date an electronic mail message with a pdf copy of the signed notice is delivered to the e-mail addresses specified in **Article I**; *provided*, *however*, that in the case of any notice delivered in accordance with items (iv) or (v) above, any such facsimile notice or e-mail notice shall be sent by one of the other permitted methods of providing notice (other than facsimile or e-mail notice) on the next succeeding business day. Landlord and Tenant may from time to time by written notice to the other designate another address for receipt of future notices.

24.7 Invalidity of Particular Provisions. If any provisions of this Lease or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such provision to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall be valid and be enforced to the full extent permitted by law.

24.8 Gender and Number. All terms and words used in this Lease, regardless of the number or gender in which they are used, shall be deemed to include any other number or gender as the context may require.

24.9 Benefit and Burden. Subject to the provisions of **Article X** and except as otherwise expressly provided, the provisions of this Lease shall be binding upon, and shall inure to the benefit of, the parties hereto and each of their respective representatives, heirs, successors and assigns.

24.10 Entire Agreement. This Lease (which includes the Exhibits attached hereto) contains and embodies the entire agreement of the parties hereto, and no representations, inducements or agreements, oral or otherwise, between the parties not contained in this Lease shall be of any force or effect. This Lease (other than the Rules and Regulations, which may be changed from time to time as provided herein) may not be modified, changed or terminated in whole or in part in any manner other than by an agreement in writing duly signed by Landlord and Tenant.

24.11 Authority. If Tenant signs as a corporation, limited liability company or partnership, the person executing this Lease on behalf of Tenant hereby represents and warrants that Tenant is duly formed, validly existing, in good standing (with respect to a corporation or limited liability company), and qualified to do business in the state in which the Building is located, that Tenant has full power and authority to enter into this Lease and that he or she is authorized to execute this Lease on behalf of Tenant. Any consents or approvals required by Tenant under this Lease may be provided by the City Manager on behalf of the City.

24.12 Attorneys' Fees. If either Landlord or Tenant commences, engages in, or threatens to commence or engage in any legal action or proceeding against the other party (including, without limitation, litigation or arbitration) arising out of or in connection with this Lease, the Premises, or the Building (including, without limitation (a) the enforcement or interpretation of either party's rights or obligations under this Lease (whether in contract, tort, or both) or (b) the declaration of any rights or obligations under this Lease), the prevailing party shall be entitled to recover from the losing party reasonable attorneys' fees, together with any costs and expenses, incurred in any such action or proceeding, including any reasonable attorneys' fees, paralegal fees, costs, and expenses incurred on collection and on appeal.

24.13 Interpretation and Forum Selection. This Lease is governed by the laws of the state of Florida and any action arising from this Lease, or the relationships or interests created by this Lease, shall only be brought in Florida state court for the Eleventh Judicial Circuit, in and for Miami-Dade County, Florida. Furthermore, this Lease shall not be construed against either party more or less favorably by reason of authorship or origin of language and both parties have contributed to the creation of this Lease and the language used therein and had assistance of counsel of their choosing in doing so.

24.14 Limitation of Liability. **Neither Landlord nor its shareholders, partners, members, managers, directors, officers or employees, whether disclosed or undisclosed, shall have any personal**

liability under any provision of this Lease. If Landlord defaults in the performance of any of its obligations hereunder or otherwise, Tenant shall look solely to Landlord's equity, interest and rights in the Building for satisfaction of Tenant's remedies on account thereof, including, subject to the rights of any Mortgagee, Landlord's interest in the rents of the Building and any insurance proceeds payable to Landlord. Before filing suit for an alleged default by Landlord, Tenant shall give Landlord and any Mortgagee(s) of whom Tenant has been notified, notice at least thirty (30) days notice to cure any alleged default. Landlord or any successor owner shall have the right to transfer and assign to a third party, in whole or part, all of its rights and obligations hereunder and in the Project, Building and/or Land, and in such event, all liabilities and obligations on the part of the original Landlord, or such successor owner, under this Lease occurring thereafter, shall terminate as of the day of such sale, and thereupon all such liabilities and obligations shall be binding on the new owner.

24.15 Time of the Essence. Time is of the essence as to Tenant's obligations contained in this Lease.

24.16 Force Majeure. Landlord and Tenant (except with respect to the payment of Rent) shall not be chargeable with, liable for, or responsible to the other for anything or in any amount for any failure to perform or delay caused by: fire; earthquake; explosion; flood; hurricane; the elements; acts of God or the public enemy; actions, restrictions, governmental authorities (permitting or inspection), governmental regulation of the sale of materials or supplies or the transportation thereof; war; invasion; insurrection; rebellion; riots; strikes or lockouts, inability to obtain necessary materials, goods, equipment, services, utilities or labor; pandemics, epidemics or any other cause whether similar or dissimilar to the foregoing which is beyond the reasonable control of such party (collectively, "Events of Force Majeure"); and any such failure or delay due to said causes or any of them shall not be deemed to be a breach of or default in the performance of this Lease.

24.17 Headings. Captions and headings are for convenience of reference only.

24.18 Memorandum of Lease. Upon the request of Landlord hereto the Tenant shall join in execution of a notice or so-called "short form" of this lease which shall be in proper form for recording and sufficient to give record notice hereof. In addition after the commencement of the Term hereon and upon the request of Landlord, the Tenant will execute an instrument in recordable form setting forth the date of such commencement. The Landlord shall pay the costs of any such recording. The Tenant shall not cause any recording of this Lease without the written consent of the Landlord.

24.19 Relocation of the Premises. (Intentionally Omitted)

24.20 Financial Reports. Prior to the execution of this Lease by Tenant and thereafter once during any 12 month period during the Term of this Lease and within 30 days after Landlord's request, Tenant will furnish Tenant's most recent audited financial statements for all its operations to Landlord, or, if no such audited statements have been prepared, such other financial statements (and notes to them) as may have been prepared by an independent certified public accountant, or, failing those, Tenant's internally prepared financial statements, certified by Tenant, as applicable. Landlord warrants and represents that the Tenant's financial statements, as may be published in Tenant's webpage will be sufficient to comply with this requirement.

24.21 Landlord's Fees. Whenever Tenant requests Landlord to take any action or give any consent required or permitted under this Lease, Tenant will reimburse Landlord for all of Landlord's costs incurred in reviewing the proposed action or consent, including, without limitation, reasonable attorneys', engineers' or architects' fees, within 10 days after Landlord's delivery to Tenant of a statement of such costs.

Tenant will be obligated to make such reimbursement without regard to whether Landlord consents to any such proposed action.

24.22 Effectiveness. The furnishing of the form of this Lease shall not constitute an offer and this Lease shall become effective upon and only upon its execution by and delivery to each party hereto.

24.23 Light, Air or View Rights. Any diminution or shutting off of light, air or view by any structure which may be erected on lands adjacent to or in the vicinity of the Building and Project shall not affect this Lease, abate any payment owed by Tenant hereunder or otherwise impose any liability on Landlord.

24.24 Special Damages. Under no circumstances whatsoever shall Landlord or Tenant ever be liable hereunder for consequential damages or special damages.

24.25 Counterparts. This Lease may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Lease may be executed by a party's signature transmitted by facsimile or e-mail, and copies of this Lease executed and delivered by means of faxed or e-mailed signatures shall have the same force and effect as copies hereof executed and delivered with original signatures. All parties hereto may rely upon faxed or e-mailed signatures as if such signatures were originals. All parties hereto agree that a faxed or e-mailed signature page may be introduced into evidence in any proceeding arising out of or related to this Lease as if it were an original signature page.

24.26 Disclosure of Lease Terms. Landlord acknowledges that Tenant is a public entity, and as such, this Lease is subject to the Florida Public Records Law, as more particularly set forth in Chapter 119, Florida Statutes. Landlord acknowledges and agrees that the terms of this Lease constitute a public record and will not be considered confidential or proprietary information of Landlord. .

24.27 Joint and Several Obligations. If more than one person or entity executes this Lease as Tenant, their execution of this Lease will constitute their covenant and agreement that: (i) each of them is jointly and severally liable for the keeping, observing and performing of all of the terms, covenants, conditions, provisions and agreements of this Lease to be kept, observed and performed by Tenant; and (ii) the term "Tenant" as used in this Lease means and includes each of them jointly and severally. The act of or notice from, or the signature of any one or more of them, with respect to the tenancy of this Lease, including, but not limited to the exercise of any options hereunder, will be binding upon each and all of the persons executing this Lease as Tenant with the same force and effect as if each and all of them had so acted.

24.28 Anti-Terrorism. Tenant represents and warrants to and covenants with Landlord that (i) neither Tenant nor any of its owners or affiliates currently are, or shall be at any time during the Term hereof, in violation of any laws relating to terrorism or money laundering (collectively, the "Anti-Terrorism Laws"), including without limitation Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001, and regulations of the U.S. Treasury Department's Office of Foreign Assets Control (OFAC) related to Specially Designated Nationals and Blocked Persons (SDN's OFAC Regulations), and/or the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 107-56) (the "USA Patriot Act"); (ii) neither Tenant nor any of its owners, affiliates, investors, officers, directors, employees, vendors, subcontractors or agents is or shall be during the term hereof a "Prohibited Person" which is defined as follows: (1) a person or entity owned or controlled by, affiliated with, or acting for or on behalf of, any person or entity that is identified as an SDN on the then-most current list published by OFAC at its official website, http://www.treas.gov/offices/eotffc/ofac/sdn/t11sdn.pdf, or at any replacement website or other replacement official publication of such list, and (2) a person or entity who is identified as or affiliated with a person or entity designated as a terrorist, or associated with terrorism or money laundering pursuant to regulations promulgated in connection with the USA Patriot Act; and (iii) Tenant has taken appropriate steps to understand its legal obligations under the Anti-Terrorism Laws and has implemented appropriate procedures to assure its continued compliance with such laws. To the extent allowable, and further subject to the limitation on the Tenant's liability, as set forth in Section 768.28, Florida Statutes, Tenant hereby agrees to defend, indemnify, and hold harmless Landlord, it officers, directors, agents and employees, from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing representations, warranties and covenants. At any time and from time-to-time during the Term, Tenant shall deliver to Landlord within 10 days after receipt of a written request therefor, a written certification or such other evidence reasonably acceptable to Landlord evidencing and confirming Tenant's compliance with this paragraph.

24.29 Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department. Landlord makes no representation to Tenant concerning the presence or absence of radon gas in the Premises or the Building at any time or in any quantity. By executing this Lease, Tenant expressly releases Landlord from any loss, claim, liability, or damage now or hereafter arising from or relating to the presence at any time of such substances in the Premises or the Building.

24.30 Generator. The Thyssen Building is equipped with an emergency back-up generator. According to Landlord's best knowledge and belief, the generator is capable of providing sufficient power during a power outage to permit full and complete continued operation of the building and all leased premises. If Tenant wishes to be connected to the emergency generator, then Tenant must provide written notice of such desire. If Tenant elects to be connected to the emergency generator, then there is a fee of $1 dollar per Gross Rentable Square Foot of the Premises per year ($1,430) payable monthly ($119.16) as Additional Rent, and Tenant is responsible for any connectivity fees or expenses associated with its connection to the generator. The Landlord reserves the right to refuse to connect Tenant to the emergency generator if the connection of Tenant would overload the generator or if the capacity of the generator is taken up by other tenants. It is estimated that the generator is able to run for 3 continuous days without refueling. Under no circumstances shall Landlord be responsible for any damages whether direct or consequential caused to Tenant by the emergency generator not functioning properly or the inability to refuel the generator after the fuel-stored onsite has been exhausted. In the event of an extended outage, Landlord will attempt to refuel the onsite storage tank and Tenant agrees to pay its prorated share of all refueling of the generator beyond the first full tank every year. Tenant's prorated share of the cost to refuel the generator shall be computed based the ratio of the Premises divided by the area of all premises connected to the emergency generator, including common areas, multiplied by the cost of refueling. As soon as practical after refueling the generator, Landlord will invoice Tenant for its prorated share of the refueling, which invoice Tenant shall be obligated to pay within 30 days of the invoice date as Additional Rent.

24.31 [Intentionally left blank]

24.32 Cooperation Clause. Tenant acknowledges and agrees that Landlord may, in its sole and absolute business discretion and judgment, sell a portion or all of its interest in the Building or undertake a condominium conversion of the Building. Tenant agrees to cooperate with Landlord under any such circumstances and the like.

24.33 Marketing and Advertising. Tenant and its employees and Agents, customers, and guests shall not solicit business, distribute handbills and advertising materials in the parking lot and common areas of the center. Furthermore, Landlord has a vested interest in maintaining the business community's perception of the Premises and Building. Accordingly, any marketing materials that are going to contain a reference to, description or, or pictures of the Premises or Building must first be presented to Landlord for its approval, said approval not to be unreasonably withheld.

24.34 Constructive Eviction. Tenant shall not be entitled to claim a constructive eviction for any cause unless Tenant shall have first notified Landlord in writing of the condition or conditions giving rise to such claim and, if the complaint be justified, unless Landlord shall have failed within a reasonable time, not to exceed thirty (30) days after receipt of such notice to remedy such conditions.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the Date of Lease.

ATTEST/WITNESS:

<u>LANDLORD</u>:

1000 FIFTH STREET CORPORATION a Florida Corporation:

By:______________________________

Name: ___________________________

Title: ____________________________

Date: ___________________________

____

Name: ___________________________

____

Name: ___________________________

ATTEST/WITNESS:

<u>TENANT</u>:

CITY OF MIAMI BEACH, a Florida municipal corporation

____

Name: ___________________________

____

Name: ___________________________

By: ______________________________

Name: ______________________________

Title: ______________________________

Date: ______________________________

EXHIBIT A-1

<u>PLAN SHOWING PREMISES</u>

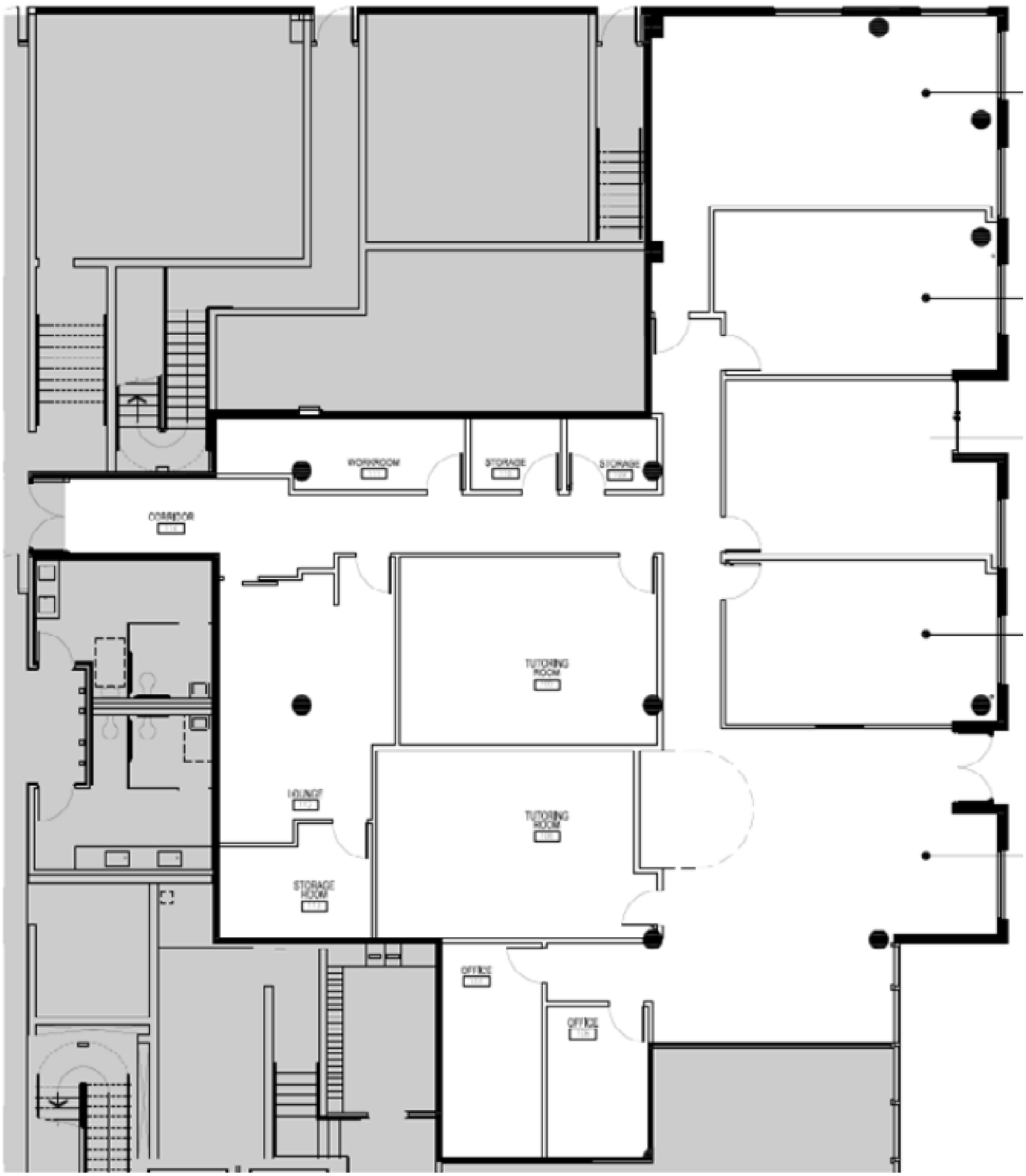

EXHIBIT A-2

Estimated CAM Charges

1. Real Property Taxes	**$**	**272,293.91**
2. Liability Insurance	**$**	**20,834.91**
3. Utilities	**$**	**69,484.82**
4. Security/Concierge	**$**	**108,750.44**
5. Maintenance and Repairs	**$**	**61,438.86**
6. HVAC Maintenance and Repair	**$**	**11,980.00**
7. Janitorial	**$**	**111,927.23**
8. Elevator Service	**$**	**11,111.72**
9. Trash Removal	**$**	**12,302.85**
10. Fire Alarm Monitoring	**$**	**1,254.04**
11. Handyman/Building Supplies	**$**	**82,756.02**
12. Office Supply	**$**	**1,377.13**
13. Permit & License	**$**	**1,930.00**
Grand Total	**$**	**767,441.93**

14. Administration Fees 5% $ 38,372.10

DRAFT

EXHIBIT B

WORK AGREEMENT

1. **No Landlord Work**. Tenant acknowledges that it has examined the Premises prior to execution of this Lease and agrees that it is accepting all portions of the Premises in its present "AS-IS, WHERE-IS and WITH ANY AND ALL FAULTS" condition. Landlord shall have no obligation to perform or pay for any of the leasehold improvements required to prepare the Premises for Tenant's occupancy (except as needed to become ADA compliant) or to obtain a certificate of occupancy for the Premises, including, but not limited to: (a) Tenant's proposed leasehold improvements at the Premises; and (b) all fixtures, equipment, furnishings, items of interior decor, partitions, wall finishes, plumbing, floor coverings, electrical, lighting and telephone work, doors and personal property **("Tenant Work").**

2. **Planning**. Tenant will engage an interior office space planner **("Space Planner"),** subject to Landlord's prior written approval, which approval shall not be unreasonably delayed, conditioned or denied. Tenant will cause the Space Planner to prepare a detailed space plan (the **"Space Plan")** for the Tenant Work. Landlord will review the Space Plan and either approve or disapprove the Space Plan within 5 days after the date Landlord receives the Space Plan. If Landlord does not approve the Space Plan, Landlord will inform Tenant in writing of its objections and Tenant will revise the same and deliver a corrected version to Landlord for its approval within 5 days after the date Tenant receives Landlord's disapproval notice. The approval and revision process for the revised Space Plan will be the same as described in the previous 2 sentences.

After the Space Plan has been approved by Landlord, Tenant will engage a licensed architect (the "Architect") (who may be the same as the Space Planner), subject to Landlord's written approval, which approval shall not be unreasonably delayed, conditioned or denied. Tenant or the Architect will also engage such licensed engineering firms **("Engineers")** as may be required or appropriate in connection with Tenant's Work, all of whom will be subject to Landlord's written approval, which approval shall not be unreasonably delayed, conditioned or denied. Tenant will cause the Architect and Engineers to prepare construction drawings and specifications **(the "Plans")** of the Tenant Work and will, within 15 days after the date of Landlord's approval of the Space Plan, deliver copies of same to Landlord for its approval. The Plans will consist of fully dimensioned and complete sets of plans and specifications, including detailed architectural, structural, mechanical, electrical and plumbing plans for the Tenant Work. Landlord will review the Plans and either approve or disapprove the Plans within 5 days after the date Landlord receives the Plans. If Landlord does not approve the Plans, Landlord will inform Tenant in writing of its objections and Tenant will revise the same and deliver a corrected version to Landlord for its approval within 5 days after the date Tenant receives Landlord's disapproval notice. The approval and revision process for the revised Plans will be the same as described in the previous 2 sentences.

3. **Selection of Contractor and construction of Tenant Work.**

3.1 **Contractor Retention**. After final approval of the Plans by Landlord, Tenant will promptly submit the approved Plans to any reputable, licensed and insured contractors selected by Tenant, but which contractors must be approved by Landlord, which approval shall not be unreasonably delayed, conditioned or withheld. **(the "Tenant Contractor").**

3.2 **Work Standards**. The Tenant Contractor must (and its contract must so provide):

(a) conduct its work in such a manner so as not to unreasonably interfere with other tenants, the Building and operations, or any other construction occurring on or in the Building;

(b) comply with the **Contractor Rules and Regulations** below and comply with all additional rules and regulations relating to construction activities in or on the Building as may be reasonably promulgated from time to time and uniformly enforced by Landlord or its Agents;

(c) maintain such insurance in force and effect as may be reasonably requested by Landlord or as required by applicable law; and

(d) be responsible for reaching an agreement with Landlord and its agents as to the terms and conditions for all contractor items relating to the conducting of its work including, but not limited to, those matters relating to use of temporary utilities, storage of materials and access to the Premises.

Landlord will have the right to approve all subcontractors to be used by Tenant's Contractor, which approval will not be unreasonably delayed, conditioned or withheld. As a condition precedent to Landlord permitting the Tenant Contractor to commence the Tenant Work, Tenant and the Tenant Contractor will deliver to Landlord such assurances or instruments as may be reasonably requested by Landlord to evidence the Tenant Contractor's and its subcontractors' compliance or agreement to comply with the provisions of Section.

3.3 **Indemnity**. To the extent allowable, and further subject to the limitation on the Tenant's liability, as set forth in Section 768.28, Florida Statutes, Tenant will indemnify, defend and hold harmless Landlord and its Agents against any claims, costs, including reasonable attorneys' and paralegals' fees, and liabilities, including without limitation, for injury to or death of any person, damage to any property and mechanics' liens or other liens or claims, arising out of or in connection with the work done by Tenant Contractor (and its subcontractors and sub-subcontractors) under its contract with Tenant.

3.4 **Permits**. Tenant will cause the Tenant Contractor to apply for any building permits, inspections and occupancy certificates required for or in connection with the Tenant Work, and will promptly submit to Landlord copies of the same.

3.5 **Change Orders**. Tenant may authorize change orders in the Tenant Work, but all such changes must be submitted to Landlord for approval. The approval process therefor will be the same as the approval process for the Plans. Tenant will be responsible for any delays or additional costs caused by such change orders.

3.6 **As-Built Plans**. Tenant will deliver to Landlord a copy of the as-built plans and specifications for the Tenant Work within 30 days after completion of the Tenant Work.

3.7 **Compliance**. Tenant will cause the Tenant Work to comply in all respects with the following: (1) the approved Plans, (2) all applicable building codes and other applicable governmental codes, laws, ordinances, rules and regulations, including the Americans With Disabilities Act and other applicable acts, laws, or governmental rules or regulations pertaining to persons with disabilities, and (3) the work rules and procedures set forth below. Landlord's right to review plans and specifications and to monitor construction will be solely for its own benefit, and Landlord will have no duty to see that such plans and specifications or construction comply with applicable laws, codes, rules and regulations.

3.8 **Liens**. Tenant shall not permit any lien or claim for lien of any mechanic, laborer or supplier or any other lien to be filed against the Building, Project, Land or the Premises or any part thereof, arising out of work performed, or alleged to have been performed, by or at the direction of or on behalf of Tenant. and to the extent allowable, and further subject to the limitation on the Tenant's liability, as set forth in Section 768.28, Florida Statutes, shall protect Landlord from any such Lien in accordance with Section 12.4 of the Lease.

4. **Cost of the Tenant Work; and Allowance.**

4.1 **Cost of The Tenant Work**. Tenant will pay all costs **(the "Cost of the Tenant Work")** associated with the Tenant Work whatsoever, including, without limitation, all costs for or related to:

(a) the so-called "hard costs" of the Tenant Work, including, without limitation, costs of labor, hardware, equipment and materials, contractors' charges for overhead and fees, and so-called "general conditions" (including rubbish removal, utilities, hoisting, field supervision, building permits, occupancy certificates, inspection fees, utility connections, bonds, insurance, and sales taxes); and

(b) the so-called "soft costs" of the Tenant Work, including, without limitation, the Space Plan, the Plans, and all revisions thereto, and any and all engineering reports or other studies, reports or tests, air balancing or related work in connection therewith.

4.2 **Landlord's Costs**. Landlord will advise Tenant in writing, in advance, if Landlord will be retaining the services of an architect or engineer in connection with the review and approval of the Tenant Space Plan and Plans, including revisions thereto. Tenant will pay Landlord's actual out-of-pocket costs for architectural
and engineering review of the Space Plan and the Plans, and all revisions thereof. Tenant will pay for all utilities for the Tenant Work or otherwise consumed in or for the Premises during the Tenant Work. Tenant will be responsible for Landlord's costs and charges for hoisting or freight elevator.

5. **Commencement of Lease; Rent**. Any delay in the completion of the Tenant Work, and any failure of the Tenant Work to be completed by the Commencement Date set forth in the Lease will have no effect on the Commencement Date of the Lease Term and will not serve to abate or extend the time for the commencement of rent under the Lease, except as expressly set forth in the Lease. Tenant will notify Landlord upon completion of the Tenant Work.

6. **Miscellaneous.**

(a) Except to the extent otherwise indicated herein, the initially capitalized terms used in this Work Letter will have the meanings assigned to them in the Lease.

(b) The terms and provisions of this Work Letter are intended to supplement and are specifically subject to all the terms and provisions of the Lease.

(c) This Work Letter may not be amended or modified other than by supplemental written agreement executed by authorized representatives of the parties hereto.

(d) All contractors are required to furnish Landlord certificates showing evidence of in-force commercial general liability insurance, with a combined single occurrence limit and aggregate of not less than $3,000,000, workers' compensation Insurance with limits not less than $1,000,000 per occurrence, and any other insurance reasonably requested by Landlord, prior to commencing any work (unless Tenant maintains such insurance on their behalf). All required liability policies shall include Landlord and Landlord's mortgagee, if any, as additional insured. Certificates of insurance shall require that the underwriters will provide Landlord with at least 30 days' advance notice of any cancellation or modification to the insurance policy.

(e) All floor to ceiling partitions shall be constructed of fire resistive materials consisting of metal studs and track; provided however, Landlord warrants that it has been informed that Tenant will be using rubber flooring.

(f) All lighting fixtures which shall be U.L. approved and of a manufacturer approved by Landlord.

(g) Utility service charges for heating, cooling, water, and electricity will begin upon delivery of the Premises to Tenant and shall continue, in accordance with this Lease, for the entire Term of the Lease.

(h) Tenant will be responsible that all doors and openings at the Premises are secure and in good working order.

(i) Tenant shall obtain all permits necessary to perform the Tenant's Work and Tenant shall also pay for all permit fees and impact fees (if any) associated with such permits and Tenant's occupancy.

(j) Tenant will furnish evidence satisfactory to Landlord that all of Tenant's Work has been completed and paid for in full.

(k) Tenant will furnish all certificates and other approvals with respect to Tenant's Work that may be required from any governmental authority.

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TENANT CONTRACTOR RULES & REGULATIONS

1. **Permits.** Permits and licenses necessary for the completion of the work shall be secured and paid for by Tenant Contractor. A copy of all permits shall be posted in a readily accessible area at the construction site.

2. **Work Approval.** All drawings, subcontractors and material must be approved Landlord prior to the start of construction.

3. **Insurance.** Tenant Contractor shall provide Landlord with the required certificates of insurance for his company and for each of his subcontractors prior to the commencement of work.

4. **Building Use.** Tenant Contractor shall confine its use of the Premises to the designated construction work area so as not to disturb other tenants of the Building.

5. **Common and Other Tenant Areas.** Tenant Contractor shall carefully protect all walls, wall coverings, carpet, floors, furniture and fixtures and shall repair or replace damaged property without cost to Landlord.

6. **Dusty Work.** Tenant Contractor shall notify Landlord prior to commencement of extremely dusty work (sheetrock cutting, sanding, extensive sweeping, etc.) so that arrangement may be made for additional filtering capacity on the affected HVAC equipment. Tenant Contractor will absorb the costs of returning the equipment to proper condition.

7. **Clean Up.** Tenant Contractor shall at all times, on a day-to-day basis, keep the site free from accumulations of waste material, debris or rubbish caused by his employees or work. At the completion of the work, he shall remove from the site all its tools, scaffolding, surplus materials and debris and shall leave the site and his work broom clean. Building’s restroom facilities are not to be used for the cleaning of tools or paint materials. Upon the completion of construction it may be necessary to replace filters and clean the air handler coils. If required, these costs will be charged to Tenant.

8. **Sanitary Facilities.** Sanitary facilities will be furnished to Tenant Contractor by Landlord. Tenant Contractor shall use only those facilities specifically designated by the Landlord.

9. **Disposition of Materials.** Any and all existing materials removed and not reused in the construction, except as directed by the Landlord, shall be disposed of by the Tenant Contractor as waste or unwanted material, in a dumpster(s) to be supplied by Tenant Contractor. Materials which may be reused should first be cleared with the Landlord prior to disposal.

10. **Working Hours.** There are certain operations that must be performed outside of normal hours to prevent the interruption of normal business operations. These are:

    (a) Drilling or cutting of the concrete floor slab or any concrete structural member.

(b) Any work in which machine noise or vibration (such as framing and hanging sheetrock, removal of glued down carpet or tile flooring or the laying of carpet tack strips) that may disrupt normal procedures.
(c) Material stocking, demolition and trash removal.
(d) Any work requiring access to the ceiling.

11. **Workman Conduct.** No abusive language or actions on the part of the workers or loud radios will be tolerated. It will be the responsibility of the Tenant Contractor to enforce this regulation on a day-to-day basis.

12. **Elevators.** All construction materials, tools and trash are to be transferred to and from the construction floor via the freight elevators. At no time shall the passenger elevators be used to move materials, equipment, tools or trash. The use of the freight elevators shall be scheduled by Tenant Contractor with the Landlord. Use during business hours will be on a first come, first served basis. Situations may arise from time to time when Tenant Contractor may be required to share the freight elevators with the Building's cleaning crew, other tenants, etc.

13. **Special Elevator Services**. If any work or repair necessitates:

(a) Access to the top of an elevator cab;
(b) Utilization of the cab to perform special services; or
(c) Access to special security devices;

sufficient time should be allowed for the Landlord to arrange with the elevator service contractor to provide personnel to perform the requested service. Under no circumstances should Tenant Contractor or Tenant permit their personnel to utilize the elevator facilities for any purpose other than the transportation of materials and/or personnel. Tenant and/or Tenant Contractor will be responsible for any extra costs incurred in these arrangements.

14. **Electrical Panel Changes.** Any additional electrical circuits, panels and associated metering will be appropriately marked as to the area and/or equipment serviced by the circuit(s) in question. Noncompliance with this regulation will result in possible barring of the Tenant Contractor from future activities in the Building. All electrical panels, junction boxes or pull boxes which have covers or doors removed so as to allow the addition of new circuits or any new electrical panels which are installed shall be fully covered, closed or replaced, as the case may be.

15. **HVAC**. The mechanical contractor shall deliver to Landlord an air balance report which will verify air flow delivery per the construction drawing and be able to demonstrate to Landlord that all thermostats function correctly and are properly calibrated. All flex ducts must be externally insulated. Duct tape cut-outs not used shall be covered with a duct plate and insulation.

16. **Metering.** All additional electrical panels and air conditioning units must be metered.

17. **Floor Penetrations.** All floor penetrations shall be caulked, cemented or filed with materials which are fire-rated and match specifications of the original floor composition.

18. **Welding/Cutting Torch Use.** At no time is any welding or cutting torch to be used in

the Building without approval of the Landlord. If approval is granted, Tenant Contractor must coordinate the timing with the Landlord and must have a fire extinguisher present in the work area at all times the equipment is being used. Additionally, Tenant Contractor may be required to perform the work he is seeking to do after-hours because of the fumes associated with his welding/cutting torch equipment.

19. **Application of Restricted Materials.** Under no circumstances shall varnishes, lacquers, glues or other materials which are combustible or produce offensive odors be applied or sprayed in the Building without the approval of the Landlord.

20. **Draining of Sprinkler Lines.** Any work that involves the draining of a sprinkler line or otherwise affects the Building's sprinkler system must be approved by the Landlord. In no event will the system be left inoperable overnight.

21. **Fire Alarm System.** Should Tenant Contractor's job include that of welding, use of a cutting torch, sprinkler system modification or any job that would interfere with the fire alarm system or cause a false alarm, Tenant Contractor shall contact the Landlord or prior to that work. Any cost associated with false alarms that are caused by Tenant Contractor or his subcontractors shall be absorbed by Tenant Contractor.

22. **Light Bulbs and Ballasts.** Tenant Contractor is responsible for insuring that all light fixtures in the work area are working properly and are fully lit and cleaned upon job completion. This includes replacement of tubes and ballasts as required in light fixtures that are replaced, added or repositioned.

23. **Locks**. Only building standard locks are to be installed in the Premises.

24. **Deliveries**. All deliveries and/or pickups made by contractors or vendors must be made through the loading dock.

25. **Posting of Rules and Regulations.** A copy of these rules and regulations, acknowledged and accepted by Tenant Contractor, must be posted on the job site in a manner that is easily accessible by all workers. It is Tenant Contractor's responsibility to instruct his and all subcontractor's workers to familiarize themselves with these rules. Landlord reserves the right to revise these rules at its discretion.

EXHIBIT C

RULES AND REGULATIONS

1. All garbage and refuse shall be disposed of by Tenant in the building's garbage room in the manner and at the times and places specified by Landlord. If Landlord shall provide or designate a service for picking up refuse and garbage, Tenant shall use same at Tenant's cost. Tenant shall pay the cost of removal of any of Tenant's refuse and garbage and maintain all common loading areas in a clean manner satisfactory to the Landlord.

2. No radio or television aerial or other device shall be erected on the roof or exterior walls of the Premises or the building in which the Premises are located without first obtaining, in each instance, the Landlord's consent in writing. Any aerial or device installed without such written consent shall be subject to removal at Tenant's expense, without notice, at any time.

3. No loud speakers, televisions, phonographs, radios, tape players or other devices shall be used in a manner so as to be heard or seen outside of the Premises without the prior written consent of Landlord, nor shall Tenant solicit business or distribute advertising or promotional material in the common areas.

4. The plumbing facilities shall not be used for any other purpose than that for which they are constructed; no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage, or damage shall be borne by Tenant. All grease traps, if any, shall be installed and maintained at Tenant's expense in accordance with applicable law and in accordance with Landlord's requirements.

5. Landlord, at its expense, shall contract for pest extermination services covering the Premises.

6. Tenant shall not burn any trash or garbage of any kind in the Thyssen Building.

7. Tenant shall not display any signs on the exterior of the Thyssen Building or in the exterior windows of the Thyssen Building other than as set forth in the Lease.

8. Tenant shall keep and maintain the Premises (including, without limitation, exterior and interior portions of all frames, windows, doors and all other glass) in a neat and clean condition.

9. Tenant shall take no action which would violate Landlord's labor contracts, if any, affecting the Thyssen Building, nor create any work stoppage, picketing, labor disruption or dispute, or any interference with the business of Landlord or any other Tenant or occupant in the Thyssen Building or with the rights and privileges of any customer or other person(s) lawfully in and upon said Thyssen Building, nor shall Tenant cause any impairment or reduction of the good will of the Thyssen Building.

10. Tenant shall pay before delinquency all license or permit fees and charges of a similar nature for the conduct of any business in the Premises.

11. Tenant shall store and/or stock in the Premises only such merchandise as Tenant is permitted to offer for sale in the Premises pursuant to this Lease.

12. Tenant shall not conduct or permit any fire, bankruptcy, auction or "going out of business" sale (whether real or fictitious) in the Premises, or utilize any unethical method of business operation.

13. Tenant shall not perform any act or carry on any practice which may damage, mar or deface the Premises or any other part of the Thyssen Building.

14. Tenant shall not use any forklift truck, tow truck or any other powered machine for handling freight in the Thyssen Building except in such manner and in those areas in the building as may be approved by Landlord in writing. All such equipment shall have rubber wheels only.

15. Tenant shall not place a load on any floor in the interior delivery system, if any, or in the Premises, or in any area of the Thyssen Building, exceeding the floor load which such floor was designed to carry, nor shall Tenant install, operate or maintain therein any heavy item or equipment except in such manner as to achieve a proper distribution of weight.

16. Tenant shall not install, operate or maintain in the Premises or in any other area of the Building any electrical equipment which does not bear underwriter's approval, or which would overload the electrical system or any part thereof beyond its capacity for proper and safe operation as determined by the Landlord.

17. Tenant shall not suffer, allow or permit any vibration, noise, light, odor or other effect to emanate from the Premises, or from any machine or other installation therein, or otherwise suffer, allow or permit the same to constitute a nuisance or otherwise interfere with the safety, comfort and convenience of Landlord or any of the other occupants of the Thyssen Building or their customers, agents or invites or any others lawfully in or upon the Thyssen Building. Upon notice by Landlord to Tenant that any of the aforesaid is occurring, Tenant agrees to forthwith remove or control the same.

18. Tenant shall not use or occupy the Premises in any manner or for any purpose which would injure the reputation or impair the present or future value of the Premises, the Thyssen Building and/or the neighborhood in which the building is located.

19. Tenant shall not store or sell any alcoholic beverages or any dangerous materials (including, without limitation, fireworks) unless specifically permitted in this Lease.

20. Tenant shall not use or occupy the Premises or do or permit anything to be done thereon in any manner which shall prevent Landlord and/or Tenant from obtaining, at standard rates, any insurance required or desired, or which would invalidate or increase the cost to Landlord of any existing insurance, or which might cause structural injury to any building, or which would constitute a public or private nuisance which would violate any present or future laws, regulations, ordinances or requirements (ordinary or extraordinary, foreseen or unforeseen) of the federal, state or municipal governments, or of any department, subdivisions, bureaus or offices thereof, or of any other governmental public or quasi-public authorities, now existing or hereafter created, having jurisdiction in the Premises or the Thyssen Building of which they form a part.

21. Tenant shall not operate on the Premises, or in any part of the Thyssen Building, any coin or token operated, vending machine or similar device (including, without limitation, pay telephones, pay lockers, pay toilets, scales, amusement devices, and machines for the sale of beverages, foods, candy, cigarettes or other merchandise and/or commodities), except for the sole and exclusive use of Tenant's employees.

22. Tenant shall contract with a reputable Air Conditioning Service company to perform preventive maintenance on the HVAC system not less frequently than once per month, said service to provide for monthly changing of filters and for other reasonable periodic servicing accepted in the industry as responsible preventive and operational maintenance.

EXHIBIT D

CONFIRMATION OF COMMENCEMENT DATE

THIS CONFIRMATION OF COMMENCEMENT DATE is entered into this 01 day of June, 2024, by and between 1000 FIFTH STREET CORPORATION, a Florida Corporation ("Landlord"), and the City of Miami Beach, a Government Entity ("Tenant").

Landlord and Tenant entered into an Office Lease dated _________________ (the "Lease") for approximately 5,440 Gross Rentable Square Feet (inclusive of common area allocation) known as Suite 101 located on the ground floor of the Building known as the Thyssen Building located at 1000 Fifth Street, Miami Beach, Florida 33139 (the "Premises").

In consideration of the foregoing, the parties hereto hereby mutually agree as follows:

1. Landlord and Tenant hereby agree that:

   a. The Commencement Date of the Lease is June 1^{st}, 2024

   b. The Expiration Date of the Lease is June 31, 2026

2. Tenant hereby confirms that:

   a. it has accepted possession of the Premises pursuant to the terms of the Lease;

   b. the Lease has not been modified, altered, or amended except as follows: ________; and

   c. on the date hereof, the Lease is in full force and effect.

3. This Confirmation, and each and all of the provisions hereof shall inure to the benefit of, or bind, as the case may require, the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this instrument on the date first above-written.

LANDLORD:	TENANT:
1000 FIFTH STREET CORPORATION	CITY OF MIAMI BEACH
By:_________________	By:_________________
Name: ______________	Name: ______________
Title: _______________	Title: _______________
Date: _______________	Date: _______________