

COMMERCIAL LEASE

THIS LEASE ("Lease") dated this ____ day of July, 2022 ("Effective Date"), is made by and between 4701 Johnson Road, LLC, a Delaware limited liability company ("Landlord") and the City of Coconut Creek ("Tenant").

WITNESSETH:

Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, the Premises described below for the term and subject to the terms, covenants and conditions hereinafter set forth:

1. DEFINITIONS. Unless the context otherwise specifies or requires, the following terms shall have the meanings herein specified:
 - 1.1 Base Rent: The base rent set forth in Exhibit "A" attached hereto and made a part hereof.
 - 1.2 Building: That building located at 4701 Johnson Road, Coconut Creek, Florida 33073 commonly known and referred to as Lyons Tech V, and located on that certain tract or parcel of land located in Broward County, Florida and described on Exhibit "B" attached hereto and incorporated herein by reference. The Building and other improvements located on the tract or parcel of land described on Exhibit B are hereinafter collectively referred to as the "Land".
 - 1.3 Lease Commencement Date: August 1, 2022.
 - 1.4 Rent Commencement Date: October 1, 2022 unless Lease Commencement Date is extended as a result of Contingency as defined in Section 1.16, in which case Rent Commencement Date shall begin sixty (60) days after the Lease Commencement Date.
 - 1.5 Common Areas: All facilities furnished by Landlord and designed for the general use, in common, of occupants of the Building, including Tenant, their respective officers, agent's employees and customers, including but not limited to any of the following which may be furnished by Landlord such as parking areas, driveways, entrances and exits thereto and landscape areas. All such areas shall be subject to the exclusive control, administration and management of Landlord and Landlord shall have the right in its sole discretion from time to time to change the area, level, location, amount and arrangement of such parking and common areas, if any, and other facilities referred to above, to restrict parking and any use by Tenants and their employees and to make all rules and regulations

pertaining thereto for the proper operation and maintenance of the Common Areas.

- 1.6 Security Deposit: The sum of Twenty-Four Thousand Twenty Dollars and 18/100 (\$24,020.18) representing two (2) months of current base rent (Eight Thousand Six Hundred Thirteen Dollars and 79/100 (\$8,613.79) per month) and Tenants estimated pro-rata share of operating expenses (Three Thousand Three Hundred Ninety-Six Dollars and 30/100 (\$3,396.30) per month) due upon execution of Lease by Tenant.
- 1.7 Governmental Authority: Any federal, state, county, municipal or other governmental department, entity, authority, commission, board, bureau, court, agency or any instrumentality of any of same.
- 1.8 Governmental Requirement: Any law, enactment, statute, code, ordinance, rule regulation, judgment, decree, writ, injunction, franchise, permit, certificate, license, authorization, agreement or requirement of any Governmental Authority now existing or hereafter enacted, adopted, promulgated, entered, or issued applicable to the Premises.
- 1.9 Premises: The portion of the Building to be occupied by the Tenant, consisting of approximately Eight Thousand Four Hundred Thirty-Eight (8,438) rentable square feet, with the address of 4701 Johnson Road, Suite 8, Coconut Creek, FL 33073, as shown in Exhibit "C" and including all personal property, fixtures, office furnishings, lighting fixtures and the like located in the Premises as of the date of this Agreement which Landlord warrants that it has, or will, on the Lease Commencement Date, have full and complete right and authority via a bill of sale (with inventory exhibit attached) to convey to Tenant at no additional cost to Tenant and free and clear from the claims of all other persons.
- 1.10 Permitted Purpose: All lawful purposes as permitted by Governmental Requirements.
- 1.11 Term: Sixty-two (62) months from the Lease Commencement Date through September 30, 2027.
- 1.12 Termination Date: September 30, 2027.
- 1.13 Prepaid Rent: The sum of Twelve Thousand Ten Dollars and 09/100 (\$12,010.09), representing monthly base rent of Eight Thousand Six Hundred Thirteen Dollars and 79/100 (\$8,613.79) and Tenant's current pro-rata share of monthly operating expenses of Three Thousand Three Hundred Ninety-Six dollars and 30/100 (\$3,396.30) a due upon execution of the Lease by Tenant. Rent shall be abated for the period from the Lease Commencement Date through September 30, 2022 pursuant to Section 3.4

below. Accordingly, the Prepaid Rent shall be applied to the Rent due commencing October 1, 2022.

- 1.14 Option to Renew: Landlord grants Tenant one (1) five (5) year option to renew the Lease pursuant to the terms and conditions set forth in Exhibit "F."
 - 1.15 Construction Allowance: Landlord grants Tenant a Construction Allowance in the amount of Twenty Thousand Dollars and 00/100 (\$20,000.00) pursuant to the terms and conditions set forth in Exhibit "E."
 - 1.16 Contingency: This Lease is subject to and conditioned upon Landlord entering into a written agreement with the current tenant of the Premises for Landlord to retake possession of the Premises on or before the Lease Commencement Date which agreement shall be signed by current tenant and shall provide that current tenant has surrendered or abandoned the Premises, including any and all personal property, office equipment, furnishings, fixtures and the like located on the Premises as of the date of this Lease (the "Tenant Release Agreement") In the event that Landlord has not obtained the Tenant Release Agreement executed by prior tenant and provided a copy to Tenant on or before August 1, 2022 Tenant shall have the option of either extending the Lease Commencement date for a period of up to sixty (60) days; or terminating the Lease and receiving the return of all security deposits and any prepaid rent. If Tenant elects to extend the Lease Commencement Date as provided in this Section, then the extended Lease Commencement Date shall be that date which is fifteen (15) days after the date Landlord delivers the Tenant Release Agreement to Tenant. If the extended Lease Commencement date starts on a date other than the first day of the month, then Tenant shall pay Landlord as additional rent the prorated portion of the Base Rent and Operating Expenses, for the period of time between the revised Lease Commencement date and the first day of the following month. If the Lease Commencement date is extended as provided herein, then rent shall be abated for the first two full months of the rental period as referenced in Section 3.4.
2. USE/COMPLIANCE. Tenant shall use the Premises solely for the Permitted Purpose, and for no other purpose whatsoever. The foregoing is a material consideration to Landlord in entering into this Lease. Tenant shall not do, bring, keep or permit to be done in, on or about the Premises, nor bring, keep or permit to be brought therein, anything which is prohibited by, or will, in any way conflict with any Governmental Requirement or cause a cancellation or an increase in the rate of any insurance policy covering the Premises. Tenant shall not do or permit anything to be done in, on or about the Premises for any improper, immoral, or unlawful purpose, nor shall Tenant cause, maintain or permit any nuisance in, or about the Premises or commit or suffer to be committed any waste in, on or about

the Premises. By occupying the Premises, Tenant shall be deemed to have accepted the Premises in their condition as of the date of such occupancy, subject to the performance of items that remain to be performed by Landlord, if any. This Lease does not grant Tenant any rights to light, air or view over or about the Land or any other real property. Landlord specifically excepts and reserves to itself all rights to and the use of any roofs, the exterior portions of the Premises, the Building, improvements and air and other rights below the improved floor level of the Premises, the improvements and air and other rights above the improved ceiling of Premises, the improvements and air and other rights located outside the demising walls of the Premises and such areas within the Premises as are required for installation of utility lines and other installations required to serve the Building or any occupants of the Building, and Landlord specifically reserves to itself the right to use, maintain and repair same, and no rights with respect thereto are conferred upon Tenant, unless otherwise specifically provided herein.

3. RENT.

3.1. The term "Rent" as used in this Lease, shall include the Base Rent, and all other items, costs and expenses identified herein as "Additional Rent", together with all other amounts payable by Tenant to Landlord under this Lease. Beginning on the Rent Commencement Date, Tenant shall pay each monthly installment of Rent in advance on the first calendar day of each month during the Term. Monthly installments for any fractional calendar month, at the beginning or end of the Term, shall be prorated based on the number of days in such month that fall during the Term. Tenant shall pay all Rent, without demand, deduction or set off, to Landlord at the place specified for notice in Section 25 below. Tenant also shall pay a late charge ("Late Charge") equal to five percent (5%) of the amount of any delinquent installment of Rent as an administrative fee with each payment of Rent not paid within five (5) days after same is due hereunder. The provisions herein for a Late Charge shall not be construed to extend the date for payment of any sums required to be paid by Tenant hereunder or to relieve Tenant of its obligations to pay all such items at the time or times herein stipulated. Notwithstanding the imposition of such Late Charge pursuant to this Section, Tenant shall be in default under this Lease if any or all payments required to be made by Tenant are not made at the time herein stipulated.

3.2. Beginning on the Rent Commencement Date, in addition to the Base Rent hereunder, Tenant shall pay, as Additional Rent, one twelfth (1/12th) of its pro-rata share of the "Expenses" (as hereinafter defined) monthly, in advance, together with the payment of Base Rent. Landlord shall reasonably estimate the Expenses which will be payable for each year during the Term, in advance. After the end of each year during the Term, Landlord shall furnish Tenant a detailed statement of the actual Expenses incurred throughout the prior year. An adjustment shall be made between

Landlord and Tenant with payment to or repayment by Landlord, as the case may require, to the end that Landlord shall receive the entire amount actually owed by Tenant for Expenses for such year and Tenant shall receive reimbursement for any overpayments. The rendition of such statements to Tenant shall constitute prima facie proof of the accuracy of such statements and if such statements show an Expense payment due from Tenant to Landlord then Tenant shall make the payment within fifteen (15) days after receipt of such statements. For purposes of this Section, the term Expenses shall constitute seventeen and a half percent (17.5%) of the aggregate of all of the costs and expenses incurred, borne, or accrued with respect to the ownership, operation, use and maintenance of the Land, the Common Areas and Building, including, all amounts, expenses and costs of whatever nature that Landlord incurs or pays because of or in connection with the ownership, security, insurance, control, operation, administration,(including, without limitation, concierge services), repair, management, replacement or maintenance of the Land, the Common Areas and the Building, all related improvements thereto or thereon and all machinery, equipment, landscaping, fixtures and other facilities, including personal property and all costs associated with maintaining any certification(s) achieved by the Land, the Common Areas and the Building, as may now or hereafter exist in or on the Land, the Common Areas and the Building. When, in the reasonable determination of Landlord, any service, including, but not limited to, HVAC, electrical, janitorial and property management service, is provided disproportionately either to the Premises or to any other premises within the Building, then Expenses per square foot payable hereunder may be increased or reduced, as the case may be, by Landlord's reasonable determination of the increased or reduced cost per square foot of such disproportionate service. Tenant shall also pay the cost of any above-standard services (including, without limitation, above-standard utility charges) and the cost of any separately metered utilities. Expenses shall also include without limitation Real Estate Taxes (as hereinafter defined), utilities, management fees and insurance expenses incurred by Landlord in connection with the Land, Common Areas, and Building. For purposes of this Section, "Real Estate Taxes" shall include any form of real estate tax or assessment, general, special, or extraordinary and any license fee, commercial rental tax, improvement bond(s), levy or tax (other than inheritance, personal income or estate taxes) imposed on the Land and Building from time to time by any Governmental Authority. Tenant shall also pay before delinquency all taxes, assessments, license fees, and other charges that are levied and assessed against Tenant's personal property installed or located in or on the Premises. Further, Tenant shall, upon request, deliver to Landlord paid tax receipts evidencing Tenant's timely payment of all taxes assessed upon Tenant's personal property. If applicable, the Landlord and Tenant shall mutually agree on Tenant's proportionate share of Real Estate Taxes if the Premises and Land are not separately assessed.

3.3. Notwithstanding the provisions of Section 3.2 above, Expenses shall not include: Capital costs, except:

3.3.1.1. new capital improvements to the extent the same are a. expected to reduce the normal operating costs (including, without limitation, utility costs) of the Land, Common Areas and/or the Building, b. for the purpose of complying with any law, rule or order (or amendment thereto) for which compliance was not required as of the date of this Lease, or c. for life/safety reasons,

3.3.1.2. capital repairs, and

3.3.1.3. capital replacements (all allowable costs that are capital in nature shall be amortized using a commercially reasonable interest rate over the time period reasonably estimated by Landlord to recover the costs thereof, taking into consideration the anticipated cost savings, as determined by Landlord using its good faith, commercially reasonable judgment).

3.4. Abated Base Rent. Base Rent only (not Additional Rent) shall be conditionally abated during a period from the Lease Commencement Date through September 30, 2022, unless Lease Commencement Date is extended as a result of Contingency as defined in Section 1.16, in which case Base Rent shall be abated for a period of sixty (60) days after Lease Commencement Date. The abatement of Base Rent provided for in this Section is conditioned upon Tenant's full and timely performance of all of its obligations under the Lease, including the payment of Additional Rent. If at any time during the Term an Event of Default by Tenant occurs, then the abatement of Base Rent provided for in this Section shall immediately become void, and Tenant shall promptly pay to Landlord, in addition to all other amounts due to Landlord under this Lease, the full amount of all Base Rent herein abated.

4. CONSTRUCTION. Landlord shall lease the Premises to Tenant in "As- Is" condition. Landlord has made no representations or warranties concerning the Premises and the Building.

5. SECURITY DEPOSIT. Tenant shall deposit with Landlord upon execution hereof as set forth above in immediately available funds as security for Tenant's faithful performance of Tenant's obligations hereunder ("Security Deposit"). If Tenant fails to pay Rent, Additional Rent or other charges due hereunder or otherwise defaults with respect to any provision of the Lease, Landlord may use, apply or retain all or any portion of the Security Deposit for the payment of any Rent, Additional Rent

or other charge in default or for the payment of any other sum to which Landlord may become entitled by reason of Tenant's default, or to compensate Landlord for any loss or damage which Landlord may suffer thereby. The parties expressly acknowledge and agree that the Security Deposit is not an advance payment of Rent or additional rent, nor a measure of Landlord's damages in the event of any default by Tenant. If Landlord so uses or applies all or any portion of the Security Deposit, Tenant shall within ten (10) days after written demand therefor, deposit cash with Landlord in an amount sufficient to restore the Security Deposit to the full amount stated above and Tenant's failure to do so shall be a material breach of this Lease. Landlord shall keep the Security Deposit separate from its general accounts. If Tenant performs all of Tenant's obligations hereunder, the Security Deposit, or so much thereof as has not theretofore been applied by Landlord, shall be returned, without payment of interest for its use to Tenant (or at Landlord's option, to the last assignee, if any, of Tenant's interest hereunder) within ninety (90) days of the later of:

5.1. the last day of the Lease Term,

5.2. the date Tenant vacated the Premises, or

5.3. the date Tenant has fulfilled all its obligations hereunder. No trust relationship is created here between Landlord and Tenant regarding the Security Deposit. Tenant acknowledges and agrees that Landlord shall have the right to transfer the Security Deposit to any assignee or other transferee of Landlord, subject to the terms hereof, and that the provisions hereof shall apply to every such assignment or transfer to a new Landlord. Upon delivery of the Security Deposit to any assignee or other transferee of Landlord's interest in the Premises, Landlord shall thereupon be discharged from any further liability with respect to the Security Deposit. Tenant hereby agrees not to look to any mortgagee as mortgagee, mortgagee-in-possession or successor in title to the Premises for accountability for the Security Deposit unless the Security Deposit has actually been received by said mortgagee as security for Tenant's performance of this Lease. In the event Landlord is unable to deliver possession of the Premises to Tenant on or before August 1, 2022 or any extended Lease Commencement Date as set forth in Section 1.16 herein above, and Tenant terminates this Lease, then Landlord shall return all security deposits and prepaid rent to Tenant in full within thirty (30) days.

6. UTILITIES. Landlord shall not be required to pay any fees, costs, or expenses associated with the use of any facilities or services of any kind whatsoever such as, but not limited to, water, sewers, telephone, refuse removal, or electricity, all of which shall be the responsibility of Tenant, at its sole cost and expense. Landlord shall not be liable for any interruption, surge, stoppage, or any other failure of the quality of utilities serving the Premises whether caused by the negligence of Landlord, its agents, employees, contractors or otherwise. Tenant acknowledges

and affirms its knowledge and understanding of Landlord's efforts to benchmark utility consumption within the entirety of the Building. As such, Tenant authorizes Landlord, acting on behalf of the Tenant, to request that the applicable utility provider deliver directly to Landlord the necessary consumption information to enable Landlord to satisfy the requirements established by the US EPA for whole building data for the Energy Star Portfolio Manager tool. Tenant agrees to deliver such additional written authorization to Landlord as may be required or mandated by the applicable utility provider to enable delivery of the requested consumption information. Tenant further authorizes Landlord to incorporate Tenant's utility data in the Energy Star Portfolio Manager tool, and/or such other benchmarking initiatives as Landlord actively participates in, subject only to the provision that Landlord will exercise commercially reasonable care to maintain the privacy of Tenant's specific consumption data. Any public dissemination of such data shall be in aggregate with other Building tenants' and occupants' consumption data, with no direct identification of individual tenant usage.

To the extent that the applicable utility provider is unable, or unwilling, to deliver the required utility consumption data as defined hereinabove, Tenant acknowledges and recognizes its obligation to deliver to Landlord that information directly, as an integral requirement of this Lease. Such information shall be delivered in the format set forth by Landlord for this purpose, on the same frequency as the invoicing received by Tenant from the utility provider for utilities consumed, unless some other frequency is agreed to in writing by Landlord and Tenant.

7. MAINTENANCE BY TENANT. Except as set forth below, Tenant shall, at its sole cost and expense, maintain all of the Premises, including, but not limited to, all sprinkler systems (if any), interior walls, windows, doors, and all portions of the Premises in good and sanitary order, condition and repair. Tenant shall, at its sole cost and expense, keep and maintain all utilities, fixtures, mechanical, electrical and plumbing systems and equipment located in, on or about the Premises. Tenant shall not store any trash, merchandise, crates, pallets or materials of any kind outside the Building in violation of Governmental Requirements. All trash shall be kept in metal containers that are subject to Landlord's approval, which approval shall not be unreasonably withheld or delayed. It is the intention of all parties to this Lease that it be a "net lease" and that Tenant shall pay, in addition to Rent, all costs and expenses related to the Premises, including without limitation, all taxes, maintenance and repair expenses. No recreational vehicles, boats, motors or other equipment shall be parked or stored outside the Building. It is the Intent of this Lease to prohibit any outside storage of any type.
8. MAINTENANCE BY LANDLORD. Landlord shall, at its sole cost and expense, maintain the HVAC System, roof, foundation and structural portions of the walls of the Building. Except as set forth in the preceding sentence, Landlord shall have no maintenance obligation with respect to the Premises.
9. INSURANCE.

9.1. Tenant shall, during the Lease Term, procure at its expense and keep in force the following insurance:

9.1.1. Commercial general liability insurance providing coverage against any and all claims for bodily injury and property damage occurring in, or about the Premises arising out of Tenant's use and occupancy of the Premises. Such insurance shall have a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence with a Two Million Dollar (\$2,000,000) aggregate limit and excess umbrella liability insurance in the amount of Three Million Dollars (\$3,000,000). Such liability insurance shall be primary and not contributing to any insurance available to Landlord and Landlord's insurance shall be in excess thereto. In no event shall the limits of such insurance be considered as limiting the liability of Tenant under this lease.

9.1.2. Personal property insurance insuring all equipment, trade fixtures, inventory, fixtures, and personal property located on or in the Premises for perils covered by the causes of loss - special form (all risk) and in addition, coverage for flood, wind, earthquake, terrorism and boiler and machinery (if applicable). Such insurance shall be written on an actual cost basis in an amount equal to the depreciated value of the aggregate of the foregoing.

9.1.3. Workers' compensation insurance in accordance with statutory law and employers' liability insurance with a limit of not less than One Million Dollars (\$1,000,000) per accident, One Million Dollars (\$1,000,000) disease, policy limit and One Million Dollars (\$1,000,000) disease limit each employee.

The policies required to be maintained by Tenant shall be with companies rated A-X or better by A.M. Best. Insurers shall be licensed to do business in the state in which the Premises are located and domiciled in the USA. Any deductible amounts under any insurance policies required hereunder shall not exceed Ten Thousand Dollars (\$10,000). Certificates of insurance (certified copies of the policies may be required) shall be delivered to Landlord prior to the Lease Commencement Date and annually thereafter at least thirty (30) days prior to the policy expiration date. Tenant shall have the right to provide insurance coverage which it is obligated to carry pursuant to the terms hereof in a blanket policy, provided such blanket policy expressly affords coverage to the Premises and to Landlord as required by this Lease. Each policy of insurance shall provide notification to Landlord at least thirty (30) days prior to any cancellation or modification to reduce the insurance coverage.

In the event Tenant does not purchase the insurance required by this lease or keep the same in full force and effect, Landlord may, but shall not be obligated to purchase the necessary insurance and pay the premium. The Tenant shall repay to Landlord, as additional rent, the amount so paid promptly upon demand. In addition, Landlord may recover from Tenant and Tenant agrees to pay, as additional rent, any and all reasonable expenses (including attorneys' fees) and damages which Landlord may sustain by reason of the failure to Tenant to obtain and maintain such insurance. An amount equal to Five Hundred Dollars (\$500.00) shall be charged as Additional Rent for each month in which Tenant fails to deliver to Landlord the insurance policies required herein.

10. INDEMNIFICATION.

10.1. Tenant shall indemnify, defend and hold harmless Landlord and its officers, directors, agents and employees (collectively the "Landlord Parties") from all damages, costs and expenses (including reasonable attorneys' fees), judgments, injuries, liabilities, claims and losses (collectively "Claims"):

10.1.1. arising from Tenant's use or control of the Premises or the conduct of Tenant's business or from any activity, work or thing done, permitted or suffered by Tenant in or about the Premises or any part of the Land;

10.1.2. arising from any act, neglect, fault or omission of Tenant or of its agents, employees, or contractors;

10.1.3. arising out of any criminal act of any third party causing injury or damage to the property of Tenant or its agents, employees or invitees (it being agreed that, notwithstanding anything to the contrary, the Landlord, or its agents shall not be liable for any criminal act of a third party); or

10.1.4. arising out of any breach of any provision of this Lease by Tenant;

provided, however, that Tenant's obligation to indemnify, defend and hold harmless shall not apply to Claims arising from the gross negligence or willful misconduct of any of the Landlord or its agents.

Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property or injury to persons in, upon or about the Premises from any cause whatsoever except that which is caused by the gross negligence or willful misconduct of the Landlord or its agents or any of them or Landlord's breach of this Lease. Tenant hereby waives all its Claims in respect thereof against Landlord. The provisions of this section shall survive the expiration or termination of this Lease with respect to any

damage, injury, death, breach or default occurring prior to such expiration or termination. Nothing herein is intended to serve as a waiver of sovereign immunity by Tenant under Section 768.28, Fla. Stat., nor shall anything included herein be construed as consent to be sued by any third parties in any matter arising out of this Lease.

10.2. LIMITATION ON LIABILITY. Landlord shall not be liable to Tenant or its partners, directors, officers, contractors, agents, employees, invitees, sublessees or licensees for any loss, injury or damage to Tenant or to any other person, or to its or their property, except to the extent such injury, damage or loss is caused by the gross negligence or willful misconduct of Landlord in the operation or maintenance of the Land or Premises. Further, Landlord shall not be liable:

10.2.1. for any such damage caused by other tenants or persons in or about the Land or Premises,

10.2.2. for any loss or damage to person or property which is either covered by insurance or which Tenant is required to insure under this Lease, or

10.2.3. for indirect, consequential or punitive damages arising out of any loss of use of the Land or Premises or any equipment or facilities therein by Tenant or any person claiming through or under Tenant. Tenant shall look to its property damage or business interruption insurance policies, and not to Landlord for any loss incurred as a result of damage to its property or interruption of its business.

10.3. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, warranties, covenants, undertakings, indemnities and agreements herein made on the part of Landlord, are made and intended, not with the intention of binding the Landlord personally or the assets of the Landlord, but are made and intended for the purpose of subjecting only Landlord's interest in the Land, Premises and the Building, as the same may from time to time be encumbered, to the terms of this Lease and for no other purpose whatsoever. No personal liability shall at any time be asserted or enforceable against Landlord or its stockholders, officers, employees or partners or their respective heirs, legal representatives, successors and assigns on account of the Lease or on account of any representation, warranty, covenant, undertaking, indemnity or agreement of Landlord in this Lease. All such personal liability of Landlord, if any, is expressly waived and released by Tenant and by all persons claiming by, through or under Tenant.

11. WAIVER OF SUBROGATION. Tenant and Landlord release each other and waive any right of recovery against each other for loss or damage to their respective property, which occurs on or about the Premises (whether due to the negligence of either party, their agents, employees, licensees, invitees or otherwise), to the extent that such loss or damage is reimbursed by insurance proceeds. Tenant and Landlord agree that all policies of insurance obtained by either of them in connection with the Premises shall contain appropriate waiver of subrogation clauses.
12. REPAIRS. If Tenant fails to make, maintain or keep the Premises in good repair and in accordance with all Governmental Requirements, and such failure continues for ten (10) days after written notice from Landlord, Landlord may perform, but is not obligated to perform any such required maintenance and repairs, and the cost thereof shall be Additional Rent payable by Tenant within ten (10) days of receipt of an invoice from Landlord.
13. TENANT'S PROPERTY. Furnishings, trade fixtures and equipment installed by Tenant shall be the property of Tenant. On expiration of the Term, if there is then no Event of Default, Tenant may remove any such property and shall repair the Premises to the same condition as when the Term commenced, ordinary wear and tear excepted, or reimburse Landlord for the cost of so repairing the Premises. If Tenant fails to remove such property as required under this Lease, Landlord may do so and keep and use or dispose of the same in its sole discretion without any liability to Tenant on account thereof, and further may charge the cost of any such removal, storage or disposition to Tenant.
14. ALTERATIONS BY TENANT. Tenant shall not cut, drill into, disfigure, deface, or injure any part of the Premises, nor obstruct or permit any obstruction, alteration, addition, or installation in the Premises without the prior written consent of Landlord. All alterations, additions or installations, including but not limited to partitions, air conditioning ducts or equipment (except movable furniture and fixtures put in at the expense of Tenant and removable without defacing or injuring the Building or the Premises), shall become the property of Landlord at the expiration or any earlier termination of the Term. Landlord, however, reserves the option to require Tenant, at Tenant's sole cost and expense, upon notice, to remove all fixtures, alterations, additions, decorations or installations (including those not removable without defacing or injuring the Premises) and to restore the Premises to the same condition as when originally leased to Tenant, reasonable wear and tear excepted. All work performed by Tenant shall be done:
 - 14.1. in a good and workmanlike manner,
 - 14.2. with materials of the quality and appearance comparable to those in the Building,
 - 14.3. in compliance with all Governmental Requirements, and

- 14.4. by contractors or mechanics fully licensed by all applicable Governmental Authorities. Prior to the commencement of any work by or for Tenant, Tenant shall furnish to Landlord certificates evidencing the existence of worker's compensation insurance covering all persons employed for such work and with respect to whom death or bodily injury claims could be asserted against Landlord, Tenant, or the Premises.
- 14.5. Alterations shall be performed in accordance with Landlord's reasonable requirements relating to sustainability and energy efficiency, including the following. For more information on sustainable tenant improvements, reference Sustainable Solutions for the Modern Office from the Institute for Market Transformation and the City of Seattle's Green Tenant Improvement Guides.
 - 14.5.1. Tenant shall specify ENERGY STAR® and/or Water Sense® certified equipment and fixtures that will be installed within the Demised Premises;
 - 14.5.2. Tenant shall specify energy-efficient light bulbs such as LEDs, T-8, and T-5 linear fluorescents for supplemental tasks and accent lighting and consider installing occupancy and vacancy sensor and daylighting controls.
 - 14.5.3. Tenant shall specify that all interior paints, coatings, sealants and adhesives are low volatile organic compounds (VOCs).
 - 14.5.4. Tenant shall specify that flooring materials are FloorScore, Green Label-, or Green Label Plus-certified.

In all cases, Tenant shall ensure Alterations made on its behalf shall not cause any negative impact to any existing energy and/or sustainability related certification(s) such as LEED or ENERGY STAR, and should such negative impact result from an Alteration, Tenant, at its sole cost and expense, shall cause such modifications to the Alteration as are necessary to correct the negative impact.

15. ASSIGNMENT; SUBLETTING

- 15.1. Consent Required. Tenant shall not assign, encumber, mortgage, pledge, license, hypothecate or otherwise transfer the Premises or this Lease whether voluntarily, by operation of law or otherwise, or sublease all or any part of the Premises, or permit the use or occupancy of the Premises by any party other than Tenant, without the prior written consent of Landlord, which may be granted or withheld in Landlord's sole and absolute, subjective discretion. In exercising such right of approval or disapproval,

Landlord shall be entitled to take into account any fact or factor which Landlord reasonably deems relevant to such decision, including but not necessarily limited to the following, all of which are agreed to be reasonable factors for Landlord's consideration:

- 15.1.1. The financial strength of the proposed assignee or subtenant, including but not limited to the adequacy of its working capital to pay all expenses anticipated in connection with any proposed remodeling of the Premises.
 - 15.1.2. The business reputation, character, history and nature of the business of the proposed assignee or subtenant.
 - 15.1.3. Whether the proposed assignee or subtenant is a person with whom Landlord has negotiated for space in the Building during the twelve (12) month period ending with the date Landlord receives notice of such proposed assignment or subletting.
 - 15.1.4. Whether the proposed assignee or subtenant is a governmental entity or agency.
 - 15.1.5. Whether the proposed use of the Premises by such proposed assignee or subtenant and the compatibility of such proposed use with (i) Landlord's strategic plan, and (ii) the quality and nature of uses by other tenants.
 - 15.1.6. The proposed use would cause a violation of any other rights granted by Landlord to other tenants.
 - 15.1.7. Whether the proposed use of the Premises would adversely impact the parking or other services provided for other tenants generally.
 - 15.1.8. Whether there then exists any default by Tenant pursuant to this Lease or any non-payment or non-performance by Tenant under this Lease which, with the passage of time or the giving of notice, would constitute a default under this Lease.
 - 15.1.9. Landlord's reasonable determination that each and every covenant, condition or obligation imposed upon Tenant by this Lease and each and every right, remedy or benefit afforded Landlord by this Lease is not impaired or diminished by such assignment or subletting.
- 15.2. Procedure. Tenant must request Landlord's consent to an assignment or sublease in writing at least sixty (60) days prior to the commencement date of the proposed sublease or assignment, which request must include:

- 15.2.1. the name and address of the proposed assignee or subtenant;
 - 15.2.2. the nature and character of the business of the proposed assignee or subtenant;
 - 15.2.3. financial information (including financial statements) of the proposed assignee or subtenant; and
 - 15.2.4. a copy of the proposed sublet or assignment agreement, which must be in substance and form acceptable to Landlord which shall include, among other provisions, (i) that the original Lease controls, (ii) that the sublease is subordinate, (iii) Tenant remains liable, and (iv) the Landlord's liability is not increased in any manner by said sublease.
 - 15.2.5. Tenant shall also provide any additional information Landlord reasonably requests regarding such proposed assignment or subletting.
- 15.3. Within thirty (30) days after Landlord receives Tenant's request (with all required information included), Landlord shall have the option, in its sole discretion:
- 15.3.1. to grant its consent in writing to such proposed assignment or subletting;
 - 15.3.2. to terminate this Lease effective as of the commencement date of such proposed assignment, or, if a sublease, to terminate this Lease only as to the portion proposed to be subleased; or
 - 15.3.3. to deny its consent to such proposed assignment or subletting.
- 15.4. Conditions. Any subleases and/or assignments are also subject to all of the following terms and conditions:
- 15.4.1. If Landlord approves an assignment or sublease as herein provided, Tenant shall pay to Landlord as Additional Rent one hundred percent (100%) of the amount, if any, by which the rent, any additional rent and any other sums payable by the assignee or subtenant to Tenant under such assignment or sublease exceeds the total of the Rent plus any Additional Rent payable by Tenant hereunder which is allocable to the portion of the Premises which is the subject of such assignment or sublease. The foregoing payments shall be made on not less than a monthly basis by

Tenant. Landlord shall have the right to review all records which support said payments.

- 15.4.2. No consent to any assignment or sublease shall constitute a further waiver of the provisions of this section, and all subsequent assignments or subleases may be made only with the prior written consent of Landlord. In no event shall any consent by Landlord be construed to permit reassignment or resubletting by a permitted assignee or sublessee.
- 15.4.3. Tenant shall remain liable for all Lease obligations, and, without limitation, the Guaranty to Lease (if any) shall be unaffected by such sublease and assignment, and shall remain in full force and effect for all purposes. An assignee of Tenant, at the option of Landlord, shall become directly liable to Landlord for all obligations of Tenant hereunder, but no sublease or assignment by Tenant shall relieve Tenant of any liability hereunder.
- 15.4.4. Any assignment or sublease without Landlord's prior written consent shall be void, and shall, at the option of the Landlord, constitute a default under this Lease. If an assignment or sublease is effected in violation of this Lease, Landlord may collect rent from assignee, transferee, subtenant or occupant and apply the net amount collected to rent, but no such collection shall be deemed a waiver of this covenant, acceptance of the assignee or subtenant hereunder, or release of Tenant hereunder.
- 15.4.5. The term of any such assignment or sublease shall not extend beyond the Lease Term.
- 15.4.6. Tenant shall pay to Landlord a Five Hundred Dollars (\$500.00) processing fee, which shall accompany any proposed assignment or sublease (even if denied, i.e., for work) delivered by Tenant to Landlord,
- 15.4.7. The proposed assignee or subtenant shall provide Landlord with the names of the persons holding an ownership interest in the assignee or subtenant for purposes of compliance with Presidential Executive Order 13224 (issued September 24, 2001).
- 15.4.8. The proposed assignee or subtenant represents and warrants that assignee or subtenant is not and shall not be, and, after making due inquiry, that no Person who owns a controlling interest in or otherwise controls assignee or subtenant, as an employee, agent or contractor of assignee or subtenant, is or shall be (a) listed on the Specially Designated Nationals and Blocked Persons List (the

"SDN List") maintained by the Office of Foreign Assets Control ("OFAC"), Department of the Treasury, and/or on any other similar list ("Other Lists" and, collectively with the SDN List, the "Lists") maintained by the OFAC pursuant to any authorizing statute, Executive Order or regulation (collectively, "OFAC Laws and Regulations"); or (b) a Person (a "Designated Person") either (i) included within the term "designated national" as defined in the Cuban Assets Control Regulations, 31 C.F.R. Part 515, or (ii) designated under Sections 1(a), 1(b), 1(c) or 1(d) of Executive Order No. 13224, 66 Fed. Reg. 49079 (published September 25, 2001) or similarly designated under any related enabling legislation, or any other similar Executive Orders (collectively, the "Executive Orders"). The OFAC Laws and Regulations and the Executive Orders are collectively referred to in this Agreement as the "Anti-Terrorism Laws". Assignee or subtenant also shall require, and shall take reasonable measures to ensure compliance with the requirement, that no Person who owns any other direct interest in assignee or subtenant is or shall be listed on any of the Lists or is or shall be a Designated Person. This Section shall not apply to any Person to the extent that such Person's interest in the assignee or subtenant is through a U.S. Publicly-Traded Entity. As used in this Agreement, "U.S. Publicly-Traded Entity" means a Person (other than an individual) whose securities are listed on a national securities exchange, or quoted on an automated quotation system, in the United States, or a wholly-owned subsidiary of such a Person.

16. LIENS. Notwithstanding any provision of this Lease to the contrary, Tenant shall never, under any circumstances, have the power to subject the interest of Landlord in the Premises or Building to any mechanics' or material men's liens or liens of any kind nor shall any provision in this Lease ever be construed as empowering Tenant to encumber or cause Tenant to encumber the title or interest of Landlord in the Premises or Building. In order to comply with the provisions of Section 713.10 Florida Statutes, it is specifically provided that neither Tenant nor anyone claiming by, through or under Tenant, including but not limited to contractors, subcontractors, material men, mechanics and laborers, shall have any right to file or place any kind of lien whatsoever upon the Premises or Building or any improvement thereon, and any such liens are specifically prohibited. All parties with whom Tenant may deal are put on notice that Tenant has no power to subject Landlord's interest to any claim or lien of any kind or character, and all such persons so dealing with Tenant must look solely to the credit of Tenant, and not to Landlord's interest or assets. Tenant shall put all such parties with whom Tenant may deal on notice of the terms of this Section. If at any time a lien or encumbrance is filed against the Premises or Building as a result of Tenant's work, materials or obligations, Tenant shall promptly discharge said lien or encumbrance, and if said lien or encumbrance has not been removed within ten (10) days from the date it is

filed, Tenant agrees to deposit with Landlord cash in an amount equal to one hundred fifty percent (150%) of the amount of any such lien or encumbrance, to be held by Landlord (without interest to Tenant, except as may be required by law) until any such lien or encumbrance is discharged.

17. CASUALTY/DAMAGE AND DESTRUCTION.

- 17.1. Damage Repair. If, prior to or during the Lease Term, or any extension thereof, the Property or the Premises shall be so damaged or destroyed by fire or other casualty so as to render them untenable, or if the Property or Premises is materially destroyed or damaged to the extent that the restoration of such, in Landlord's sole opinion, is not economical or feasible, then Landlord, at its sole option, shall have the right to cancel and terminate this Lease. If not terminated, then Landlord shall repair and restore the Premises with all reasonable speed to substantially the same condition as immediately prior to such damage or destruction, and the Rent or a just and proportionate part thereof, according to Tenant's ability to utilize the Premises in its damaged condition, shall be abated until the Premises shall have been repaired and restored by Landlord. "Untenantable" Premises shall be such as to not allow Tenant to transact and effectuate its operations in the ordinary course of business and shall be determined by Landlord in its sole opinion.
- 17.2. Business Interruption. Other than rental abatement as and to the extent provided in Section 17.1, no damages, compensation or claim shall be payable by Landlord for inconvenience or loss of business arising from interruption of business, repair or restoration of the Building or Premises.
- 17.3. Repairs. Landlord's repair obligations, should it elect to repair, shall be limited to the base Building, common areas and the interior improvements to the Premises which are covered by Landlord's insurance or were installed or paid for by Landlord (if any).
- 17.4. End of Term Casualty. Anything herein to the contrary notwithstanding, if the Premises are destroyed or damaged during the last eighteen (18) months of the Lease Term, Landlord shall have the right to terminate this Lease upon thirty (30) days prior written notice to Tenant, which termination shall be effective on the thirtieth (30th) day after Tenant's receipt of such notice. Such notice must be delivered within thirty (30) days after such casualty, or shall be deemed waived. If Landlord exercises the right to terminate in this Section, then Landlord must reimburse Tenant's Security Deposit and any Prepaid Rent within thirty (30) days of termination.
- 17.5. Relocation to Interim Space. If all or part of the Premises is damaged or destroyed by fire or other casualty and Landlord elects not to exercise its termination rights herein (or if no termination rights are triggered), then

Landlord shall have the option, to be exercised by delivering written notice to Tenant within thirty (30) days after the date of such casualty, to relocate Tenant to available space in the Building which is comparable to the Premises (the "Interim Space") for the period during which the Premises are repaired or restored, provided that:

- 17.5.1. Landlord shall pay the reasonable and actual costs to move Tenant's moveable fixtures, furniture and equipment into the Interim Space, and out of the Interim Space when the Premises is repaired,
- 17.5.2. the square footage of the Interim Space shall not be less than ninety percent (90%) of the square footage of the Premises unless Tenant agrees otherwise,
- 17.5.3. the Interim Space shall be reasonably suitable for the conduct and operation of Tenant's business, and
- 17.5.4. upon occupancy of the Interim Space, Tenant shall pay Landlord Base Rent and additional rent for the Interim Space as set forth in this Lease, which shall be adjusted to reflect the square footage of the Interim Space; however, in no event shall the Base Rent and additional rent for the Interim Space exceed the Base Rent and additional rent for the Premises. If Landlord exercises the foregoing option, Tenant shall relocate from the Premises to the Interim Space within thirty (30) days after receipt of Landlord's notice; and Tenant shall relocate from the Interim Space to the repaired Premises within thirty (30) days after Landlord notifies Tenant that the repair of the Premises has been substantially completed.

18. CONDEMNATION

- 18.1. Definitions. The terms "eminent domain", "condemnation", and "taken", and the like in this Section 18 include takings for public or quasi-public use, and sales under threat of condemnation and private purchases in place of condemnation by any authority authorized to exercise the power of eminent domain.
- 18.2. Taking. If the whole of the Premises is permanently taken by eminent domain or condemnation, this Lease shall automatically terminate as of the date title vests in the condemning authority, and Tenant shall pay all Rent, additional rent, and other payments up to that date. If less than all of the Premises is taken by eminent domain or condemnation, then this Lease shall not terminate, and thereafter the Rent shall be reduced (on a per square foot basis) in proportion to the portion of the Premises taken.

- 18.3. Award. Landlord reserves all rights to damages to the Premises or Building, or arising out of the loss of any leasehold interest in the Building or Premises created hereby, arising in connection with any partial or entire taking by eminent domain or condemnation. Tenant hereby assigns to Landlord any right Tenant may have to such damages or award, and Tenant shall make no claim against Landlord or the condemning authority for damages for termination of Tenant's leasehold interest or for interference with Tenant's business as a result of such taking. The foregoing notwithstanding, Tenant shall have the right to claim and recover from the condemning authority separate compensation for any loss which Tenant may incur for Tenant's moving expenses, business interruption or taking of Tenant's personal property (but specifically excluding any leasehold interest in the Building or Premises) under the then applicable eminent domain code, provided that Tenant shall not make any claim that will detract from or diminish any award for which Landlord may make a claim.
19. ACCESS. Upon reasonable notice, except in the case of an emergency, Landlord shall be permitted to enter the Premises at all reasonable times with reasonable notice for the purposes of inspecting, repairing and leasing the Premises and of ascertaining compliance by Tenant with the provisions of this Lease. Landlord shall use reasonable efforts so as to minimize any inconvenience to or disruption of Tenant. Landlord may show the Premises to prospective purchasers, mortgagees, or tenants at any time.
20. SIGNS. Tenant may install its sign or signs on the Premises, provided it is approved by Landlord and further provided Tenant does so in compliance with Governmental Requirements, including, without limitation, all requirements imposed by the City of Coconut Creek, FL, and all restrictions of record. Upon expiration or termination of this Lease, all signs installed by Tenant shall be removed and any damage resulting there from shall be promptly repaired, or such removal and repair may be done by Landlord and the cost thereof charged to Tenant as Additional Rent hereunder.
21. TENANT'S DEFAULT.
- 21.1. All rights and remedies of Landlord herein enumerated shall be cumulative, and none shall exclude any other rights or remedies allowed by law or in equity. The occurrence of any of the following shall constitute an "Event of Default" under this Lease by Tenant:
- 21.1.1. Tenant shall fail to make payment of any monthly installment of Rent, Additional Rent, or any other charges hereunder in the amount as herein provided on the date such payment is due and such failure shall continue for a period of three (3) days after written notice thereof to Tenant by Landlord;

- 21.1.2. Tenant shall violate or fail to perform any of the other terms, covenants or conditions herein made by Tenant, and such violation or failure shall continue for a period of thirty (30) days after written notice thereof to Tenant by Landlord or, if such violation or failure shall reasonably require longer than thirty (30) days to cure, if Tenant shall fail to commence to cure same within thirty (30) days after receipt of notice thereof and continuously prosecute the curing of the same to completion with due diligence;
- 21.1.3. Tenant shall make a general assignment for the benefit of its creditors or shall file or have filed involuntarily against Tenant, a petition for bankruptcy or other reorganization, liquidation, dissolution or similar relief;
- 21.1.4. a proceeding is filed against Tenant seeking any relief mentioned in 21.1.3. above and said proceeding is not discharged within forty-five (45) days of the filing thereof;
- 21.1.5. a trustee, receiver or liquidator shall be appointed for Tenant on a substantial part of its property; or
- 21.1.6. Tenant shall mortgage, assign or otherwise encumber its leasehold interest other than as specifically permitted under this Lease.
- 21.2. Notwithstanding the aforementioned, Landlord, in its sole discretion, may, at any time after Tenant's default or violation of any term, covenant or condition contained herein:
- 21.3. Declare the entire balance of all forms of Rent and Additional Rent due under this Lease for the remainder of the Term to be due and payable and may collect the then present value of the same (calculated using a discount equal to the yield then obtainable from the United States Treasury Bill or Note with a maturity date closest to the date of expiration of the Term) by distress or otherwise;
- 21.4. Apply the Deposit against the balance of all forms of Rent and Additional Rent due under this Lease;
- 21.5. Terminate Tenant's right to occupy the Premises;
- 21.6. Enter the Premises and re-let the same or any part of the Premises in the name of Landlord, or otherwise, as Tenant's agent, for a term shorter or longer than the balance of the Term, and may grant concessions or free rent in connection therewith, thereby terminating Tenant's right to possess the Premises, without terminating Tenant's obligations to pay the entire

balance of all forms of Rent and Additional Rent for the remainder of the Term, plus repairs and expenses (including, but not limited to, the expenses of obtaining possession, brokerage expenses, tenant work modifications, and legal fees in connection therewith. Landlord shall have no obligation to re-let the Premises, and its failure to do so, or failure to collect rent on re-letting, shall not affect Tenant's liability under this Lease.

- 21.7. Terminate this Lease and any right of renewal and retake possession of the Premises.
- 21.8. Any and all property which may be removed from the Premises by Landlord, pursuant to the authority of this Lease or of law, to which Tenant is or may be entitled, may be handled, removed or stored by Landlord at the sole risk, cost and expense of Tenant, and Landlord shall in no event be responsible for the value, preservation or safekeeping thereof. Tenant shall pay to Landlord, upon demand, any and all expenses incurred in such removal and all storage charges against such property. Any such property of Tenant not removed from the Premises or retaken from storage by Tenant within thirty (30) days after the end of the Term or of Tenant's right to possession of the Premises, however terminated, shall be conclusively deemed to have been forever abandoned by Tenant and may either be retained by Landlord as its property or may be disposed of in such manner as Landlord may see fit in its sole discretion.
- 21.9. Tenant agrees, that if it shall at any time, fail to make any payment or perform any other act on its part to be made or performed under this Lease, Landlord may, but shall not be obligated to, and after reasonable notice or demand and without waiving, or releasing Tenant from any obligation under this Lease, make such payment or perform such other act to the extent Landlord, in its sole discretion, may deem desirable, and in connection therewith, to pay expenses and employ counsel. All sums so paid by Landlord and all expenses in connection therewith, together with interest thereon at the highest rate of interest per annum allowed by law from the date of payment, shall be deemed Additional Rent hereunder and payable at the time of the next installment of Rent thereafter becoming due and Landlord shall have the same rights and remedies for the non-payment thereof, or of any other Additional Rent, as in the case of default in the payment of Rent.
- 21.10. Notwithstanding anything to the contrary contained herein, if Landlord elects to terminate this Lease as a result of any of the contingencies specified in this Section, Landlord shall forthwith, upon such termination, be immediately entitled to recover as damages, and not as a penalty, an amount equal to the Rent and Additional Rent provided in this Lease for the balance of the Term.

- 21.11. If any of Tenant's checks for Rent are dishonored by Tenant's bank, the amount due shall be subject to Late Charges as outlined in Section 3.1. In addition thereto, Tenant shall pay to Landlord a service charge covering administrative expenses relating hereto in the amount of One Hundred Dollars (\$100.00) per such check. If during the Term more than two (2) of Tenant's checks are so dishonored by Tenant's bank, then Landlord, in its sole discretion, may require all future Rent of Tenant to be paid by cashiers check or money order only.
- 21.12. In addition to the Late Charge, any payments required to be made by Tenant under the provisions of this Lease not made by Tenant when and as due shall, from the date when the particular amount became due to the date of payment thereof to Landlord, bear interest at the rate of eighteen percent (18%) per annum or the maximum lawful rate of interest allowed by law (whichever is lower). Notwithstanding anything to the contrary in this Lease, Tenant does not intend or expect to pay, nor does Landlord expect to charge, accept, or collect any Rent, Late Charge or interest which collectively would be greater than the highest legal rate of interest which may be charged under the laws of the State of Florida.
- 21.13. In the event of a breach or threatened breach by Tenant of any of the terms, covenants and conditions of this Lease, Landlord shall have the right of injunction and the right to invoke any remedy allowed at law or in equity as if re-entry, summary proceedings and other remedies were not herein provided for. Mention in this Lease of any particular remedy shall not preclude Landlord from any other remedy, in law or in equity. Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Tenant's being evicted or dispossessed for any cause, or in the event of Landlord's obtaining possession of the Premises, by reason of the violation by Tenant of any of the terms, covenants or conditions of this Lease or otherwise; and further expressly waives service of any notice of Landlord's intention to re-enter. Notwithstanding the aforementioned, Tenant shall pay all and singular the costs, charges, expenses, and attorneys' fees, reasonably incurred or paid at any time by Landlord, including initial collection efforts and continuing through all litigation, appeals and any post-judgment execution efforts until fully satisfied, because of the failure of Tenant to perform, comply with and abide by each and every of the terms, covenants and conditions of this Lease.
- 21.14. Tenant agrees that, in exchange for the promises made in the Lease and other good and valuable consideration received from Landlord, in the event Tenant files a voluntary petition in bankruptcy or is subject to an involuntary bankruptcy, Landlord shall not be subject to the provisions of U.S.C. Statute 362, and shall automatically and immediately be entitled to relief from the stay imposed thereby without necessity of further action or court approval.

22. QUIET ENJOYMENT. If and so long as Tenant pays all Rent and keeps and performs each and every term, covenant and condition herein contained on the part of Tenant to be kept and performed, Tenant shall quietly enjoy the Premises without hindrance by Landlord.
23. HOLDOVER TENANCY. If Tenant shall hold over after the expiration of the Term, at Landlord's option, Tenant may be deemed to be occupying the Premises as a tenant from month to month, which tenancy may be terminated by fifteen (15) days' notice. During such tenancy, Tenant agrees to pay to Landlord, monthly in advance, Rent in an amount equal to two hundred percent (200%) of the monthly installment of Rent which was payable on the last day of the Term, unless a different rate is agreed upon, and to be bound by all of the terms, covenants and conditions herein specified. If Landlord re-lets the Premises (or any portion(s) thereof) to a new tenant and the term of such new lease commences during the period for which Tenant holds over, Landlord shall be entitled to recover from Tenant any and all costs, legal expenses, attorney's fees, damages, loss of profits or any other expenses incurred by Landlord as a result of Tenant's failure or inability to deliver possession of the Premises to Landlord when required under this Lease.
24. AMENDMENT; WAIVER; APPROVAL; CONSENT. This Lease constitutes the entire agreement between the parties. This Lease shall not be amended or modified except in writing signed by both parties, or by an electronic record that has been electronically signed by the parties hereto and has been rendered tamper-evident as part of the signing process. The exchange of email or other electronic communications discussing an amendment to this Agreement, even if such communications are signed, does not constitute a signed electronic record agreeing to such an amendment. Failure of Landlord to exercise any of its rights in one or more instances shall not be construed as a waiver of Landlord's right to strict performance of such rights or as to any subsequent breach of any such rights. Wherever this Lease requires either the Landlord's consent or approval, such consent or approval shall only be deemed given when in writing and, unless set forth expressly to the contrary, such consent or approval shall be in the sole discretion of Landlord.
25. NOTICES. All notices required under this Agreement and other information concerning this Agreement ("Communications") shall be personally delivered or sent by first class mail, postage prepaid, by overnight courier. In addition, the Landlord may, in its sole discretion, send such Communications to the Tenant electronically, or permit the Tenant to send such Communications to the Landlord electronically, in the manner described in this Section. Such Communications sent by personal delivery, mail or overnight courier will be sent to the addresses on the signature page of this Agreement, or to such other addresses as the Landlord and

the Tenant may specify from time to time in writing. Communications shall be effective:

- 25.1. if mailed, upon the earlier of receipt or five (5) days after deposit in the U.S. mail, first class, postage prepaid, or
- 25.2. if hand-delivered, by courier or otherwise (including telegram, lettergram or mailgram), when delivered. Such Communications may be sent electronically by the Landlord to the Tenant by transmitting the Communication to the electronic address provided by the Tenant or to such other electronic address as the Tenant may specify from time to time in writing, Communications sent electronically to the Tenant will be effective when the Communication is sent to the Tenant's electronic address.

**AS TO TENANT
(Before Lease Commencement):**
City of Coconut Creek
Attn: City Manager
4800 West Copans Road
Coconut Creek, FL 33063

**TENANT
(After Lease Commencement):**
City of Coconut Creek
Attn: City Manager
4800 West Copans Road
Coconut Creek, FL. 33063

WITH A COPY TO:

City of Coconut Creek
City Attorney
4800 West Copans Road
Coconut Creek, FL 33063

WITH A COPY TO:

City of Coconut Creek
City Attorney
4800 West Copans Road
Coconut Creek, FL 33063

AS TO LANDLORD:

4701 Johnson Road, LLC
c/o Avison Young
500 W. Cypress Creek Road, Suite 350
Fort Lauderdale, FL 33309
Attn: Property Manager

WITH A COPY TO:

Warren & Grant, P.A.
4800 N. Federal Highway
Suite A-205
Boca Raton, FL 33431
Attn: Michael L. Grant, Esq.

Mail service shall be deemed effective upon the earlier of either seventy-two (72) hours after deposit in the U.S. mail in accordance herewith or upon receipt or refusal to accept receipt by a reputable courier service. Notices sent by facsimile transmission which are received by 4:00 p.m. (in the addressee's time zone) shall be deemed delivered as of the date of such transmission, provided that an original copy of such transmission is delivered to the addressee by a nationally utilized overnight courier service on the day following such transmission. Either party by written notice to the other may designate additional parties to receive copies of notices sent to it. Such designees may be changed by written notice. Either party may at any time, in the manner set forth for giving notice to the other, designate a

different address to which notices, communication and statements to it shall be sent.

26. SCHEDULES; EXHIBITS. All schedules, exhibits and typewritten riders, if any, attached or added hereto are made a part of this Lease by reference and the terms, covenants, and conditions thereof shall control over any inconsistent provisions in the Sections of this Lease.

27. LANDLORD'S RESERVED RIGHTS. With prior written notice to Tenant, but without being required to obtain Tenant's consent, and without liability to Tenant, landlord shall have the right to:
 - 27.1. sell the Premises (or any portion(s) thereof) and assign this Lease, the Deposit and Prepaid Rent to the purchaser, and upon such assignment Landlord shall be released from all of its obligations under this Lease and Tenant agrees to attorn to such purchaser, or any other successor or assign of Landlord through foreclosure or deed in lieu of foreclosure or otherwise, and to recognize such person as successor Landlord under this Lease; provided that the successor Landlord assumes in full all Landlord's obligations under this Lease.

28. ESTOPPEL CERTIFICATE. Within ten (10) days after written request of either party hereto (the Requesting Party), the other party hereto (the Responding Party) shall execute and deliver at no charge to the Requesting Party or its designee, a written statement certifying:
 - 28.1. that this Lease is unmodified and in full force and effect, or is in full force and effect as modified and stating the modifications;
 - 28.2. the amount of Rent and the date to Rent have been paid in advance;
 - 28.3. the amount of any security deposited with Landlord; and
 - 28.4. that the Requesting Party is not in default hereunder or, if the Requesting Party is claimed to be in default, stating the nature of any claimed default. Any such statement by the Responding Party may be relied upon by a purchaser or lender of the Premises, or any subtenant or assignee of this Lease. An amount equal to five percent (5%) of the monthly Rent shall be charged as Additional Rent for each month in which Tenant fails to deliver to Landlord the statement requested.

29. ACCORD AND SATISFACTION. No receipt and retention by Landlord of any payment tendered by Tenant in connection with this Lease shall give rise to or support or constitute an accord or satisfaction, or a compromise or other settlement, notwithstanding any accompanying statement, instruction or other assertion to the contrary (whether by notation on a check or in a transmittal letter

or otherwise), unless Landlord expressly agrees to an accord and satisfaction, or a compromise or other settlement, in a separate writing duly executed by Landlord. Landlord may receive and retain, absolutely and for itself, any and all payments so tendered, notwithstanding any accompanying instructions by Tenant to the contrary. Landlord will be entitled to treat any such payments as being received on account of any item or items of Rent, interest, expense or damage due in connection therewith, in such amounts and in such order as Landlord may determine in its sole discretion.

30. SEVERABILITY. The parties intend this Lease to be legally valid and enforceable in accordance with all of its terms, covenants and conditions to the fullest extent permitted by law. If any term, covenant or condition hereof shall be invalid or unenforceable, the parties agree that such term, covenant or condition shall be stricken from this Lease, the same as if it never had been contained herein. Such invalidity or unenforceability shall not extend to any other term, covenant or condition of this Lease, and the remaining terms, covenants or conditions hereof shall continue in effect to the fullest extent permitted by law, the same as if such stricken term, covenant and condition never had been contained herein.
31. SUBORDINATION. The rights of Tenant hereunder are and shall be, at the election of any mortgagee, subject and subordinate to the lien of any mortgage or mortgages, or the lien resulting from any other method of financing or refinancing, now or hereafter in force against the Premises (or any portion(s) thereof), and to all advances made or hereafter to be made upon the security thereof and all renewals, modifications or extensions thereof (collectively, the "Superior Instruments"). This Section shall be self-operative and no further instrument of subordination shall be required by any mortgagee, but Tenant agrees upon request of Landlord, from time to time, to execute whatever documentation may be required to further effect the provisions of this Section. Landlord agrees to use reasonable efforts to obtain a Non-Disturbance Agreement, in customary and usual form and content, from any mortgagees.
32. TIME. Time is of the essence of this Lease with respect to Tenant's obligations hereunder and applies to all terms, covenants, and conditions contained herein with respect to Tenant's obligation hereunder. All "days" set forth in this Lease shall be deemed to be "calendar days" unless specifically stated to the contrary.
33. SUCCESSORS AND ASSIGNS. All terms, conditions to be observed and performed by Landlord and Tenant hereunder shall be applicable to and binding upon their respective heirs, administrators, executors, and permitted successors and assigns. All expressed covenants of this Lease shall be deemed to be covenants running with the land.
34. CAPTIONS AND SECTION NUMBERS. The captions and section numbers are for convenience of reference only and in no way shall be used to construe or modify the provisions set forth in this Lease. It is understood and agreed that verbs and

pronouns in the singular number are uniformly used throughout this Lease regardless of gender, number of the parties hereto.

35. AUTHORITY. The person executing this Lease, on behalf of Tenant, does hereby covenant and warrant that Tenant is duly authorized to transact business, is in good standing and existing, that Tenant is qualified to do business in the State of Florida, Tenant has full right and authority to enter into this Lease, and that the persons signing on behalf of Tenant were authorized to do so.
36. APPLICABLE LAW. This Lease is governed by federal law, including without limitation the Electronic Signatures in Global and National Commerce Act (15 U.S.C. §§7001 *et. seq.*) and, to the extent that state law applies, the laws of the State of Florida with venue lying exclusively within the Seventeenth Judicial Circuit Court in and for Broward County, Florida without regard to conflict of law rules. Should any provision of this Lease require judicial interpretation, it is agreed by the parties hereto that the court interpreting or construing the same shall not apply a presumption that any such provision shall be more strictly construed against the party who itself or through its agent prepared the same, as all parties have participated in the preparation of the provisions of this Lease and that all terms, covenants and conditions were negotiable.
37. BROKER INDEMNIFICATION. As part of the consideration for the granting of this Lease, Tenant represents and warrants to the Landlord that no broker or agent negotiated or was instrumental in negotiating or consummating this Lease on Tenant's behalf, other than that of Avison Young-Florida, LLC. Tenant shall indemnify, defend and hold Landlord harmless from any cost, expense or liability (including costs of suit and reasonable attorneys' fees) for any compensation, commission or fees claimed by any real estate broker or agent, other than Avison Young-Florida, LLC, in connection with this Lease or its negotiation by reason of any act of the indemnifying party.
38. SURRENDER OF PREMISES. Tenant agrees to surrender to Landlord, at the end of the Term or upon any earlier termination of this Lease, the Premises in:
 - 38.1. as good condition as the Premises were at the Lease Commencement Date, ordinary wear and tear excepted;
 - 38.2. Tenant shall remove its trade fixtures, furnishings and equipment from the Premises and shall repair any damage caused by such removal; and
 - 38.3. Tenant shall also remove all rubbish from the Premises. Tenant hereby expressly authorizes Landlord, as agent of Tenant, to remove such rubbish and make such repairs as may be necessary to restore the Premises to such condition at the sole cost and expense of Tenant. The delivery of keys to any employee or agent of Landlord will not operate as a termination of this Lease or a surrender of the Premises unless such delivery of keys is

done in connection with a written instrument executed by Landlord approving such termination or surrender.

39. ATTORNEYS' FEES. If either party herein brings an action to enforce the terms hereof or declare rights hereunder, the prevailing party in any such action, on trial or appeal, shall be entitled to its costs and reasonable attorney's fees, including all appeals from the non-prevailing party. Landlord shall be entitled to attorneys' fees, costs and expenses incurred in preparation and service of notices of Default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such Default or resulting breach. Tenant shall reimburse Landlord on demand for all reasonable legal, engineering and other professional services expenses incurred by Landlord in connection with all requests by Tenant for consent or approval hereunder.
40. LANDLORD'S DEFAULT. Should Landlord be in default under any of the terms, covenants or conditions of this Lease, Tenant shall give Landlord prompt written notice thereof, and Tenant shall allow Landlord a reasonable length of time in which to cure such default, which time shall not, in any event be less than thirty (30) days from the date of Landlord's receipt of such notice. If the default cannot be cured within such thirty (30) days, no event of default shall be deemed to have occurred so long as Landlord shall commence the curing of such default within the thirty (30) day period and shall thereafter diligently continue the curing of same.
41. FORCE MAJEURE. This Lease and the obligations of the Tenant hereunder shall not be affected or impaired because the Landlord is unable to fulfill any of its obligations hereunder or is delayed in doing so, to the extent such inability or delay is caused by reason of war, civil unrest, strike, labor troubles, unusually inclement weather, governmental delays, inability to procure services or materials despite reasonable efforts, third party delays, acts of God, or any other cause(s) beyond the reasonable control of the Landlord (which causes are referred to collectively herein as "Force Majeure"). Any time specified obligation of Landlord in this Lease shall be extended one day for each day of delay suffered by Landlord as a result of the occurrence of any Force Majeure.
42. TENDER AND DELIVERY OF LEASE. Submission of this Lease does not constitute an offer, right of first refusal, reservation of or option for the Premises or any part thereof. This Lease becomes effective as a lease upon execution and delivery by both Landlord and Tenant.
43. HAZARDOUS WASTE.
 - 43.1. DEFINITIONS.
 - 43.1.1. "Hazardous Material" means any substance, whether solid, liquid or gaseous in nature:

- a. the presence of which requires investigation or remediation under any federal, state or local statute, regulation, ordinance, order, action, policy or common law, or
 - b. which is or becomes defined as a "hazardous waste", "hazardous substance", pollutant or contaminant under any federal, state or local statute, regulation, rule or ordinance or amendments thereto including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. section 9601 et seq.) and/or the Resource Conservation and Recovery Act (42 U.S.C. section 6901 et seq.), the Hazardous Materials Transportation Act (49 U.S.C. section 1801 et seq.), the Federal Water Pollution Control Act (33 U.S.C. section 1251 et seq.), the Clean Air Act (42 U.S.C. section 7401 et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. section 2601 et seq.), and the Occupational Safety and Health Act (29 U.S.C. section 651 et seq.), as these laws have been amended or supplemented; or
 - c. which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous or is or becomes regulated by any governmental authority, agency, department, commission, board, agency or instrumentality of the United States, the State of Florida or any political subdivision thereof; or
 - d. the presence of which on the Property causes or threatens to cause a nuisance upon the Property or to adjacent properties or poses or threatens to pose a hazard to the health or safety of persons on or about the Property; or
 - e. the presence of which on adjacent properties could constitute a trespass by Tenant; or
 - f. without limitation which contains gasoline, diesel fuel or other petroleum hydrocarbons; or
 - g. without limitation which contains polychlorinated biphenyls (PCBs), asbestos or urea formaldehyde foam insulation; or
 - h. without limitation which contains radon gas.
- 43.1.2. "Environmental Requirements" means all applicable present and future:

- a. statutes, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations, concessions, franchises, and similar items (including, but not limited to those pertaining to reporting, licensing, permitting, investigations and remediation), of all Governmental Agencies; and
 - b. all applicable judicial, administrative, and regulatory decrees, judgments, and orders relating to the protection of human health or the environment, including, without limitation, all requirements pertaining to emissions, discharges, releases, or threatened releases of Hazardous Materials or chemical substances into the air, surface water, groundwater or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of Hazardous Materials or chemical substances.
- 43.1.3. "Environmental Damages" means all claims, judgments, damages, losses, penalties, fines, liabilities (including strict liability), encumbrances, liens, costs, and expenses (including the expense of investigation and defense of any claim, whether or not such claim is ultimately defeated, or the amount of any good faith settlement or judgment arising from any such claim) of whatever kind or nature, contingent or otherwise, matured or unmatured, foreseeable or unforeseeable (including without limitation reasonable attorneys' fees and disbursements and consultants' fees) any of which are incurred at any time as a result of the existence of Hazardous Material upon, about, or beneath the Property or migrating or threatening to migrate to or from the Property, or the existence of a violation of Environmental Requirements pertaining to the Property and the activities thereon, regardless of whether the existence of such Hazardous Material or the violation of Environmental Requirements arose prior to the present ownership or operation of the Property. Environmental Damages include, without limitation:
- a. damages for personal injury or injury to property or natural resources occurring upon or off of the Property, including, without limitation, lost profits, consequential damages, the cost of demolition and rebuilding of any improvements on real property, interest, penalties and damages arising from claims brought by or on behalf of employees of Tenant (with respect to which Tenant waives any right to raise as a defense against Landlord any immunity to which it may be entitled under any industrial or worker's compensation laws);

- b. fees, costs or expenses incurred for the services of attorneys, consultants, contractors, experts, laboratories and all other costs incurred in connection with the investigation or remediation of such Hazardous Materials or violation of any feasibility studies or reports or the performance of any cleanup, remediation, removal, response, abatement, containment, closure, restoration or monitoring work required by any Governmental Agency or reasonably necessary to make full economic use of the Property or any other property in a manner consistent with its current use or otherwise expended in connection with such conditions, and including without limitation any attorneys' fees, costs and expenses incurred in enforcing the provisions of this Lease or collecting any sums due hereunder;
- c. liability to any third person or Governmental Agency to indemnify such person or Governmental Agency for costs expended in connection with the items referenced in subparagraph 43.1.3.b. above; and
- d. diminution in the fair market value of the Property, including, without limitation, any reduction in fair market rental value or life expectancy of the Property or the improvements located thereon or the restriction on the use of or adverse impact on the marketing of the Property or any portion thereof.

43.1.4. "Governmental Agency" means all governmental agencies, departments, commissions, boards, bureaus or instrumentalities of the United States, states, counties, cities and political subdivisions thereof.

43.1.5. The "Tenant Group" means Tenant, Tenant's successors, assignees, guarantors, officers, directors, agents, employees, invitees, permittees or other parties under the supervision or control of Tenant or entering the Property during the term of this Lease with the permission or knowledge of Tenant other than Landlord or its agents or employees.

43.2. PROHIBITIONS.

43.2.1. Other than commercially reasonable quantities of general office supplies and except as specified on the Hazardous Materials Disclosure Certificate attached hereto as Exhibit "D" provided Tenant's use complies with all Environmental Requirements and is incidental to Tenant's operation of its business, Tenant shall not cause, permit or suffer any Hazardous Material to be brought upon, treated, kept, stored, disposed of, discharged, released, produced,

manufactured, generated, refined or used upon, about or beneath the Property by the Tenant Group, without the prior written consent of Landlord. From time to time during the term of this Lease, Tenant may request Landlord's approval of Tenant's use of other Hazardous Materials, which approval may be withheld in Landlord's sole discretion. Tenant shall, prior to the Lease Commencement Date, and annually thereafter, provide to Landlord the complete Hazardous Materials Disclosure Form which shall include (a) a description of handling, storage, use and disposal procedures, and (b) all "community right to know" plans or disclosures and/or emergency response plans which Tenant is required to supply to local governmental agencies pursuant to any Environmental Requirements. Failure by Tenant to provide Hazardous Materials Disclosure Form will be considered a default.

43.2.2. Tenant shall not cause or permit the commission by the Tenant Group, of a violation of any Environmental Requirements upon, about or beneath the Property.

43.2.3. Tenant shall neither create, cause to be created, allow nor permit the Tenant Group to create any lien, security interest or other charge or encumbrance of any kind with respect to the Property, including without limitation, any lien imposed pursuant to section 107(f) of the Superfund Amendments and Reauthorization Act of 1986 (42 U.S.C. section 9607(1) or any similar state statute.

43.2.4. Tenant shall not install, operate or maintain any above or below grade tank, sump, pit, pond, lagoon or other storage or treatment vessel or devise on the Property, without Landlord's prior written consent, which consent may be withheld in Landlord's sole discretion.

43.3. INDEMNITY.

43.3.1. Tenant, its successors, assigns and guarantors, agree to indemnify, defend, reimburse and hold harmless:

a. Landlord; and

b. any other person who acquires title to all or a portion of the Premises in any manner (including purchase at a foreclosure sale) or who becomes entitled to exercise the rights and remedies of Landlord under this Lease; and

- c. the directors, officers, shareholders, employees, partners, agents, contractors, subcontractors, experts, licensees, affiliates, lessees, mortgagees, trustees, heirs, devisees, successors, assigns and invitees of such persons,

from and against any and all Environmental Damages which exist solely as a result of the activities and negligence of the Tenant during Tenant's occupancy of the Property or which exist as a result of the breach of any warranty or covenant or the inaccuracy of any representation of Tenant contained in this Lease, or by Tenant's remediation of the Property or failure to meet its remediation obligations contained in this Lease.

- 43.3.2. The obligations contained in this Hazardous Materials Disclosure shall include, but not be limited to, the burden and expense of defending all claims, suits and administrative proceedings, even if such claims, suits or proceedings are groundless, false or fraudulent, and conducting all negotiations of any description, and paying and discharging, when and as the same become due, any and all judgments, penalties, consequential damages or other sums due against such indemnified persons. Landlord, at its sole expense, may employ additional counsel of its choice to associate with Tenant's counsel.
- 43.3.3. Landlord shall have the right, but not the obligation, to join and participate in, and control, if it so elects, any legal proceedings or actions initiated in connection with Tenant's activities. Landlord may also negotiate, defend, approve and appeal any action taken or issued by any applicable governmental authority with regard to contamination of the Property by a Hazardous Material.
- 43.3.4. The obligations of Tenant under this paragraph shall not be affected by any investigation by or on behalf of Landlord, or by any information which Landlord may have or obtain with respect thereto.

43.4. OBLIGATION TO REMEDIATE.

In addition to the obligation of Tenant to indemnify Landlord pursuant to this Lease, Tenant shall, upon approval and demand of Landlord, at its sole cost and expense and using contractors approved by Landlord, promptly take all actions to remediate the Property which are required by any Governmental Agency, or which are reasonably necessary to mitigate Environmental Damages or to allow full economic use of the Property, which remediation is necessitated from the presence upon, about or beneath the Property, at any time during or upon termination of this Lease, of a Hazardous Material

or a violation of Environmental Requirements, existing as a result of the activities or negligence of the Tenant Group. Such actions shall include, but not be limited to, the investigation of the environmental condition of the Property, the preparation of any feasibility studies, reports or remedial plans, and the performance of any cleanup, remediation, containment, operation, maintenance, monitoring or restoration work, whether on or off the Property, which shall be performed in a manner approved by Landlord. Tenant shall take all actions necessary to restore the Property to the condition existing prior to the introduction of Hazardous Material upon, about or beneath the Property, notwithstanding any lesser standard of remediation allowable under applicable law or governmental policies.

43.5. RIGHT TO INSPECT.

Landlord shall have the right in its sole and absolute discretion, but not the duty, to enter Property with advanced consent from Tenant (except for rare cases of emergency) and conduct an inspection of the Property, including invasive tests, at any reasonable time to determine whether Tenant is complying with the terms of the Lease, including but not limited to the compliance of the Property and the activities thereon with Environmental Requirements and the existence of Environmental Damages as a result of the condition of the Property or surrounding properties and activities thereon. Landlord shall have the right, but not the duty, to retain any independent professional consultant (the "Consultant") to enter the Property to conduct such an inspection or to review any report prepared by or for Tenant concerning such compliance. The cost of the Consultant shall be paid by Landlord unless such investigation discloses a violation of any Environmental Requirement by the Tenant Group or the existence of a Hazardous Material on the Property or any other property caused by the activities or negligence of the Tenant Group (other than Hazardous Materials used in compliance with all Environmental Requirements and previously approved by Landlord), in which case Tenant shall pay the cost of the Consultant. Tenant hereby grants to Landlord, and the agents, employees, consultants and contractors of Landlord the right to enter the Property with advanced consent from Tenant and to perform such tests on the Property as are reasonably necessary to conduct such reviews and investigations. Landlord shall use its best efforts to minimize interference with the business of Tenant.

43.6. NOTIFICATION.

If Tenant shall become aware of or receive notice or other communication concerning any actual, alleged, suspected or threatened violation of Environmental Requirements, or liability of Tenant for Environmental Damages in connection with the Property or past or present activities of any person thereon, including, but not limited to, notice or other communication

concerning any actual or threatened investigation, inquiry, lawsuit, claim, citation, directive, summons, proceeding, complaint, notice, order, writ, or injunction, relating to same, then Tenant shall deliver to Landlord within ten (10) days of the receipt of such notice or communication by Tenant, a written description of said violation, liability, or actual or threatened event or condition, together with copies of any documents evidencing same. Receipt of such notice shall not be deemed to create any obligation on the part of Landlord to defend or otherwise respond to any such notification.

If requested by Landlord, Tenant shall disclose to Landlord the names and amounts of all Hazardous Materials other than general office supplies referred to in Hazardous Materials Disclosure of this Lease, which were used, generated, treated, handled, stored or disposed of on the Property or which Tenant intends to use, generate, treat, handle, store or dispose of on the Property.

43.7. SURRENDER OF PREMISES.

In the ninety (90) days prior to the expiration or termination of the Lease Term, and for up to ninety (90) days after Tenant fully surrenders possession of the Property, Landlord may have an environmental assessment of the Property performed in accordance with this Lease. Tenant shall perform, at its sole cost and expense, any clean-up or remedial work recommended by the Consultant which is necessary to remove, mitigate or remediate any Hazardous Materials and/or contaminations of the Property caused by the activities or negligence of the Tenant Group.

43.8. ASSIGNMENT AND SUBLETTING.

In the event the Lease provides that Tenant may assign the Lease or sublet the Property subject to Landlord's consent and/or certain other conditions, and if the proposed assignee's or sublessee's activities in or about the Property involve the use, handling, storage or disposal of any Hazardous Materials other than those used by Tenant and in quantities and processes similar to Tenant's uses in compliance with the Lease, (i) it shall be reasonable for Landlord to withhold its consent to such assignment or sublease in light of the risk of contamination posed by such activities and/or (ii) Landlord may impose an additional condition to such assignment or sublease which requires Tenant to reasonably establish that such assignee's or sublessee's activities pose no materially greater risk of contamination to the Property than do Tenant's permitted activities in view of the (a) quantities, toxicity and other properties of the Hazardous Materials to be used by such assignee or sublessee, (b) the precautions against a release of Hazardous Materials such assignee or sublessee agrees to implement, (c) such assignee's or sublessee's financial condition as it relates to its ability to fund a major clean-up and (d) such assignee's or

sublessee's policy and historical record respecting its willingness to respond to the clean up of a release of Hazardous Materials.

43.9. SURVIVAL OF HAZARDOUS MATERIALS OBLIGATION.

Tenant's breach of any of its covenants or obligations under this Lease shall constitute a material default under the Lease. The obligations of Tenant under this Lease shall survive the expiration or earlier termination of the Lease without any limitation, and shall constitute obligations that are independent and severable from Tenant's covenants and obligations to pay rent under the Lease.

43.10. HAZARDOUS MATERIALS DISCLOSURE CERTIFICATE.

Prior to executing this Lease, Tenant has completed, executed and delivered to Landlord Tenant's Hazardous Materials Disclosure Certificate (the "HazMat Certificate"), a copy of which is attached hereto as "Exhibit D" and incorporated herein by this reference. Tenant covenants, represents and warrants to Landlord that the information on the Haz Mat Certificate is true and correct and accurately describes the use(s) of Hazardous Materials which will be made and/or used on the Premises by Tenant. If tenants use of hazardous materials changes during the term of the lease, tenant shall complete, execute, and deliver to Landlord, a Haz Mat Cert describing Tenant's present use of Hazardous Materials on the Premises, and any other reasonably necessary documents as requested by Landlord. The HazMat Certificate required hereunder shall be in substantially the form as that which is attached hereto as "Exhibit D".

44. OPTION TO EXTEND. Pursuant to Exhibit "F".

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

46. JURY WAIVER; COUNTERCLAIMS. LANDLORD AND TENANT HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM INVOLVING ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH

46.1. THIS LEASE,

46.2. THE RELATIONSHIP OF LANDLORD AND TENANT,

46.3. TENANT'S USE OR OCCUPANCY OF THE PREMISES OR

46.4. THE RIGHT TO ANY STATUTORY RELIEF OR REMEDY. TENANT AGREES THAT IT SHALL NOT INTERPOSE ANY PERMISSIVE COUNTERCLAIM OF ANY NATURE IN ANY SUMMARY PROCEEDING BROUGHT AGAINST TENANT BY LANDLORD TO OBTAIN POSSESSION OF THE PREMISES. THIS WAIVER IS MADE KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY BY TENANT. TENANT FURTHER ACKNOWLEDGES THAT IT HAS BEEN REPRESENTED (OR HAS HAD THE OPPORTUNITY TO BE REPRESENTED) IN THE SIGNING OF THIS LEASE AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT COUNSEL, SELECTED OF ITS OWN FREE WILL, AND THAT IT HAS HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL. THIS PROVISION IS A MATERIAL INDUCEMENT TO LANDLORD IN AGREEING TO ENTER INTO THIS LEASE. TENANT ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS THE MEANING AND RAMIFICATIONS OF THIS WAIVER PROVISIONS AND AS EVIDENCE OF THIS FACT SIGNS IT'S INITIALS OR THE INITIALS OF ITS DULY AUTHORIZED REPRESENTATIVE IN THE SPACE IMMEDIATELY BELOW.

47. OFAC Compliance.

47.1. Tenant represents and warrants that:

- 47.1.1. Tenant and each person or entity owning an interest in Tenant is a. not currently identified on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control, Department of the Treasury ("OFAC") and/or on any other similar list maintained by OFAC pursuant to any authorizing statute, executive order or regulation (collectively, the "List"), and b. not a person or entity with whom a citizen of the United States is prohibited to engage in transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation, or Executive Order of the President of the United States,
- 47.1.2. none of the funds or other assets of Tenant constitute property of, or are beneficially owned, directly or indirectly, by any Embargoed Person (as hereinafter defined),
- 47.1.3. no Embargoed Person has any interest of any nature whatsoever in Tenant (whether directly or indirectly),
- 47.1.4. none of the funds of Tenant have been derived from any unlawful activity with the result that the investment in Tenant is prohibited by law or that the Lease is in violation of law, and

47.1.5. Tenant has implemented procedures, and will consistently apply those procedures, to ensure the foregoing representations and warranties remain true and correct at all times. The term "Embargoed Person" means any person, entity or government subject to trade restrictions under U.S. law, including but not limited to, the International Emergency Economic Powers Act, 50 U.S.C. §1701 et seq., The Trading with the Enemy Act, 50 U.S.C. App. 1 et seq., and any Executive Orders or regulations promulgated thereunder with the result that the investment in Tenant is prohibited by law or Tenant is in violation of law.

47.2. Tenant covenants and agrees:

47.2.1. to comply with all requirements of law relating to money laundering, anti-terrorism, trade embargos and economic sanctions, now or hereafter in effect,

47.2.2. to immediately notify Landlord in writing if any of the representations, warranties or covenants set forth in this paragraph or the preceding paragraph are no longer true or have been breached or if Tenant has a reasonable basis to believe that they may no longer be true or have been breached,

47.2.3. not to use funds from any "Prohibited Person" (as such term is defined in the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism) to make any payment due to Landlord under the Lease and

47.2.4. at the request of Landlord, to provide such information as may be requested by Landlord to determine Tenant's compliance with the terms hereof.

47.3. Tenant hereby acknowledges and agrees that Tenant's inclusion on the List at any time during the Lease Term shall be a material default of the Lease. Notwithstanding anything herein to the contrary, Tenant shall not permit the Premises or any portion thereof to be used or occupied by any person or entity on the List or by any Embargoed Person (on a permanent, temporary or transient basis), and any such use or occupancy of the Premises by any such person or entity shall be a material default of the Lease.

48. Individual Representation and Warranty. The individual representative of the Tenant executing this Lease hereby represents and warrants to Landlord that:

48.1. Tenant is in good standing under the laws of the State of Florida;

- 48.2. Tenant has full corporate power and authority to enter into this Lease and to perform all of Tenant's obligations under the Lease; and,
- 48.3. each individual signing this Lease on behalf of Tenant is duly and validly authorized to do so. Tenant shall not permit any affiliated entities or non-affiliated entities to operate within the Premises or identify the Premises as its principal place of business, principal address, or mailing address without the express prior written consent of the Landlord and without such entity or entities first agreeing in writing to being fully bound by the terms and conditions of the Lease.
49. COUNTERPARTS; ELECTRONIC SIGNATURES. This Agreement may be executed in counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic records and are executed electronically. An electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or e-mail electronic signatures. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this Agreement and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format shall be legal and binding and shall have the same full force and effect as if an a paper original of this Agreement had been delivered had been signed using a handwritten signature. Landlord and Tenant:
- 49.1. agree that an electronic signature, whether digital or encrypted, of a party to this Agreement is intended to authenticate this writing and to have the same force and effect as a manual signature,
- 49.2. intend to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means,
- 49.3. are aware that the other party will rely on such signatures, and
- 49.4. hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature. If this Agreement has been executed by electronic signature, all parties executing this document are expressly consenting under the Electronic Signatures in Global and National Commerce Act ("E-SIGN"), and Uniform Electronic Transactions Act ("UETA"), that a signature by fax, email or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

IN WITNESS WHEREOF, the respective parties have signed, sealed and delivered this Lease on the date and year written below.

LANDLORD:

4701 JOHNSON ROAD, LLC
a Delaware limited liability company

**By: PRINCIPAL LIFE INSURANCE
COMPANY**, an Iowa corporation,
its Member

By: _____

Print Name: _____

Title: _____

**By: PRINCIPAL REAL ESTATE INVESTORS,
LLC, a**
Delaware limited liability company, its
authorized signatory

By: _____

Print Name: _____

Title: _____

ATTEST:

CITY OF COCONUT CREEK,
a Florida municipal corporation

Joseph J. Kavanagh, City Clerk

By: _____
Joshua Rydell, Mayor

APPROVED AS TO LEGAL FORM AND
SUFFICIENCY:

Terrill C. Pyburn, City Attorney

EXHIBIT "A"

BASE RENT

Month	Monthly Base Rent	Estimated Monthly Operating Expenses
Commencement Date to 9-30-22	\$-0-*	\$3,396.30**
10-1-22 to 9-30-23	\$8,613.79	TBD
10-1-23 to 9-30-24	\$8,915.27	TBD
10-1-24 to 9-30-25	\$9,227.31	TBD
10-1-25 to 9-30-26	\$9,550.27	TBD
10-1-26 to 9-30-27	\$9,884.52	TBD

TBD = to be determined.

* Base Rent and Additional Rent shall be abated for a period from the Lease Commencement Date through September 30, 2022 pursuant to Section 3.4. Base Rent shall be subject to an annual increase of no more than three and a half percent (3.5%).

**Estimated monthly Operating Expenses are based upon Landlord's annual operating budget. The Estimated monthly Operating Expenses is \$4.83 per square foot based upon the 2022 budget. Therefore, any changes to the monthly Operating Expense will be revised annually with a not to exceed amount of five percent (5%).

EXHIBIT "B"

Legal Description

LYONS CORPORATE PARK 153-45 B PARCEL B, LESS ELITE ALUMINUM SITE
PARCEL, BUFFER, LAKE, PRESERVATION AREA & R/W PAR K/A LYONS
TECHNOLOGY PARKWAY

EXHIBIT "C"

OUTLINE OF PREMISES

4701 Johnson Road Building

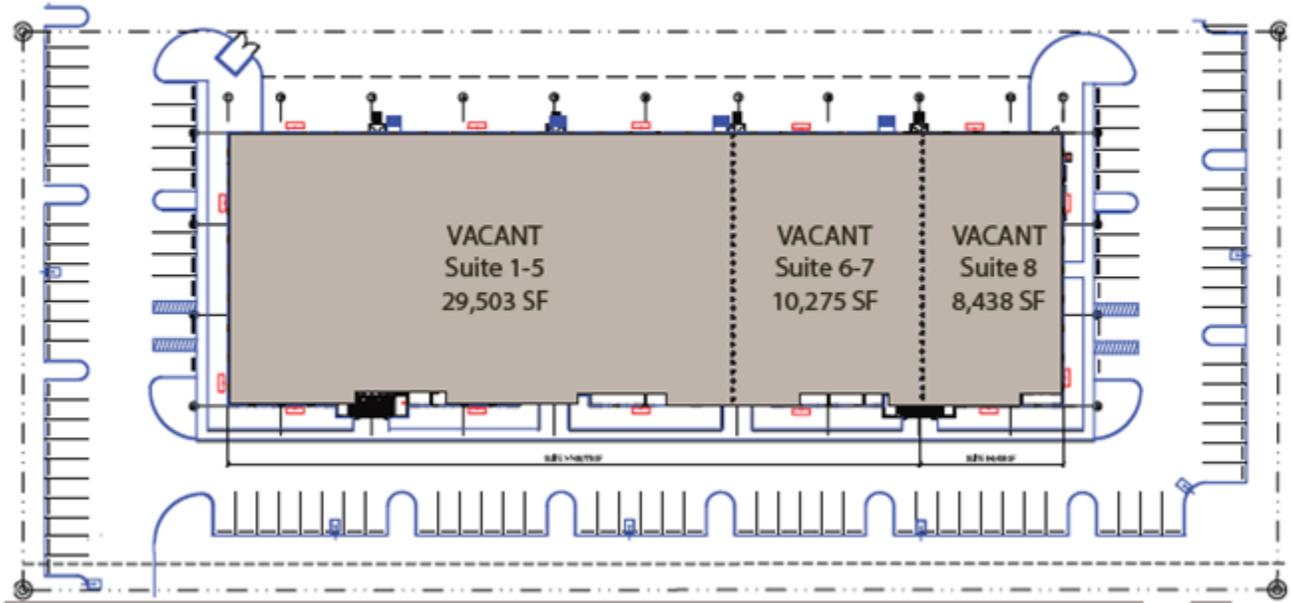


EXHIBIT "D"

HAZARDOUS MATERIALS DISCLOSURE CERTIFICATE

Your cooperation in this matter is appreciated. Initially, the information provided by you in this Hazardous Materials Disclosure Certificate is necessary for the Landlord (identified below) to evaluate and finalize a lease agreement with you as tenant. After a lease agreement is signed by you and the Landlord (the "Lease Agreement"), on an annual basis in accordance with the provisions of the signed Lease Agreement, you are to provide an update to the information initially provided by you in this certificate. The information contained in the initial Hazardous Materials Disclosure Certificate and each annual certificate provided by you thereafter will be maintained in confidentiality by Landlord subject to release and disclosure as required by (i) any lenders and owners and their respective environmental consultants, (ii) any prospective purchaser(s) of all or any portion of the property on which the Premises are located, (iii) Landlord to defend itself or its lenders, partners or representatives against any claim or demand, and (iv) any laws, rules, regulations, orders, decrees, or ordinances, including, without limitation, court orders or subpoenas. Any and all capitalized terms used herein, which are not otherwise defined herein, shall have the same meaning ascribed to such term in the signed Lease Agreement. Any questions regarding this certificate should be directed to, and when completed, the certificate should be delivered to:

Landlord: 4611 Johnson Road, LLC a Delaware limited liability company

Name of (Prospective) Tenant: City of Coconut Creek, Attention: City Manager

Mailing Address: 4800 West Copans Road
Coconut Creek, FL 33063

Contact Person, Title and Telephone Number(s):
Karen M. Brooks, Attention: City Manager (954) 973-6720

Contact Person for Hazardous Waste Materials Management and Manifests and Telephone Number(s): _____

Address of (Prospective) Premises 4701 Johnson Road, Suite 8, Coconut Creek, FL 33073

Length of (Prospective) initial Term: Sixty-two (62) months

1. GENERAL INFORMATION:

Describe the initial proposed operations to take place in, on, or about the Premises, including, without limitation, principal products processed, manufactured or assembled services and activities to be provided or otherwise conducted. Existing tenants should describe any proposed changes to on-going operations.

2. USE, STORAGE AND DISPOSAL OF HAZARDOUS MATERIALS

2.1. Will any Hazardous Materials be used, generated, stored or disposed of in, on or about the Premises (excluding nominal amounts of ordinary household cleaners and janitorial supplies which are not regulated by any Environmental Laws)? Existing tenants should describe any Hazardous Materials which continue to be used, generated, stored or disposed of in, on or about the Premises.

Wastes	Yes, indicate amounts stored below	No
Chemical Products	Yes, indicate amounts stored below	No
Other	Yes, indicate amounts stored below	No

If Yes is marked, please explain and indicate amounts of each item stored:

2.2. If Yes is marked in Section 2.1, attach a list of any Hazardous Materials to be used, generated, stored or disposed of in, on or about the Premises, including the applicable hazard class and an estimate of the quantities of such Hazardous Materials at any given time; estimated annual throughput; the proposed location(s) and method of storage; and the proposed location(s) and method of disposal for each Hazardous Material, including, the estimated frequency, and the proposed contractors or subcontractors. Existing tenants should attach a list setting forth the information requested above and such list should include actual data from on-going operations and the identification of any variations in such information from the prior year's certificate.

3. STORAGE TANKS AND SUMPS

3.1. Is any above or below ground storage of gasoline, diesel, petroleum, or other Hazardous Materials in tanks or sumps proposed in, on or about the Premises? Existing tenants should describe any such actual or proposed activities.

Yes No

If yes, please explain: _____

4. WASTE MANAGEMENT

4.1. Has your company been issued an EPA Hazardous Waste Generator I.D. Number? Existing tenants should describe any additional identification numbers issued since the previous certificate.

- 10.1. this Hazardous Materials Disclosure Certificate is being delivered in connection with, and as required by, Landlord in connection with the evaluation and finalization of a Lease Agreement and will be attached thereto as an exhibit;
- 10.2. that this Hazardous Materials Disclosure Certificate is being delivered in accordance with, and as required by, the provisions of Section 29 of the Lease Agreement; and
- 10.3. that Tenant shall have and retain full and complete responsibility and liability with respect to any of the Hazardous Materials disclosed in the HazMat Certificate notwithstanding Landlord's/Tenant's receipt and/or approval of such certificate. Tenant further agrees that none of the following described acts or events shall be construed or otherwise interpreted as either:
 - 10.3.1. excusing, diminishing or otherwise limiting Tenant from the requirement to fully and faithfully perform its obligations under the Lease with respect to Hazardous Materials, including, without limitation, Tenant's indemnification of the Indemnities and compliance with all Environmental Laws, or
 - 10.3.2. imposing upon Landlord, directly or indirectly, any duty or liability with respect to any such Hazardous Materials, including, without limitation, any duty on Landlord to investigate or otherwise verify the accuracy of the representations and statements made therein or to ensure that Tenant is in compliance with all Environmental Laws;
 - a. the delivery of such certificate to Landlord and/or Landlord's acceptance of such certificate,
 - b. Landlord's review and approval of such certificate,
 - c. Landlord's failure to obtain such certificate from Tenant at any time, or
 - d. Landlord's actual or constructive knowledge of the types and quantities of Hazardous Materials being used, stored, generated, disposed of or transported on or about the Premises by Tenant or Tenant's Representatives. Notwithstanding the foregoing or anything to the contrary contained herein, the undersigned acknowledges and agrees that Landlord and its partners, lenders and representatives may, and will, rely upon the statements, representations, warranties, and certifications made herein and the truthfulness thereof in entering into the Lease Agreement and the continuance thereof throughout the term, and any renewals thereof, of the Lease Agreement.

I (print name) _____, acting with full authority to bind the (proposed) Tenant and on behalf of the (proposed) Tenant, certify, represent and warrant that the information contained in this certificate is true and correct.

CITY

ATTEST:

CITY OF COCONUT CREEK,
a Florida municipal corporation

Joseph J. Kavanagh, City Clerk

By: _____
Karen M. Brooks, City Manager

Date: _____

APPROVED AS TO LEGAL FORM AND
SUFFICIENCY:

Terrill C. Pyburn, City Attorney

EXHIBIT E

CONSTRUCTION ALLOWANCE

Tenant shall be entitled to a "Construction Allowance" in the amount of twenty thousand dollars (\$20,000.00) which shall be available for disbursement by Landlord to Tenant as follows:

1. Tenant may use the Construction Allowance for improvements to the Premises ("Tenant Improvements") only, and not for furniture, fixtures, equipment or credited towards any Rent.
2. Tenant shall apply for disbursement of the Construction Allowance within ninety (90) days from the completion of Tenant's initial improvements to the Premises and the closing out of any and all building permits. In the event Tenant fails to comply with the terms of this Exhibit within said ninety (90) day period any unpaid balance of the Construction Allowance shall be forfeited.
3. The Construction Allowance shall be disbursed by Landlord to Tenant upon Tenant providing Landlord the following:
 - 3.1. evidence of Tenant's payment for the items being applied for in the form of paid invoices and canceled checks or other evidence of payment reasonably satisfactory to Landlord;
 - 3.2. if requested, properly executed final unconditional lien releases from all subcontractors, materialmen, laborers, and suppliers in compliance with local codes and
 - 3.3. Tenant's contractor delivers to Landlord a certificate, in a form reasonably acceptable to Landlord, certifying that the construction of the Tenant Improvements in the Premises has been substantially completed, if applicable.
4. In no event shall Landlord be obligated to make disbursements pursuant to this Exhibit in a total amount which exceeds the Construction Allowance. All Alterations to the Premises for which the Construction Allowance has been made available shall be deemed Landlord's property upon the expiration or earlier termination of the term of this Lease.

EXHIBIT F
OPTION TO RENEW

1. If:
 - 1.1. Tenant has not committed an Event of Default after applicable notice and opportunity to cure at any time during the Lease Term;
 - 1.2. the original Tenant has not assigned the Lease; and
 - 1.3. Tenant is occupying the Premises at the time of such election, then Tenant may renew this Lease for one (1) additional period of five (5) years, by delivering written notice of the exercise thereof (the "**Renewal Notice**") to Landlord not earlier than twelve (12) months nor later than nine (9) months before the expiration of the Term. The Base Rent payable for each month during such extended Term shall be the prevailing rental rate at the commencement of such extended Term for renewals of space in the Building of equivalent quality, size, utility and location, with the length of the extended Term and the credit standing of Tenant to be taken into account (the "**Prevailing Rental Rate**"). Within thirty (30) days after receipt of Tenant's Renewal Notice, Landlord shall deliver to Tenant written notice of the Prevailing Rental Rate and shall advise Tenant of the required adjustment to Rent, if any. Tenant shall, within twenty (20) days after receipt of Landlord's notice, notify Landlord in writing whether Tenant accepts or rejects Landlord's determination of the Prevailing Rental Rate. If Tenant timely notifies Landlord that Tenant accepts Landlord's determination of the Prevailing Rental Rate, then, on or before the commencement date of the extended Term, Landlord and Tenant shall execute an amendment to this Lease extending the Term on the same terms provided in this Lease, except as follows:
 - 1.3.1. Base Rent shall be adjusted to the Prevailing Rental Rate;
 - 1.3.2. Tenant shall have no further renewal option unless expressly granted by Landlord in writing; and
 - 1.3.3. Landlord shall lease to Tenant the Premises in their then-current condition, and Landlord shall not provide to Tenant any allowances (e.g., moving allowance, construction allowance, and the like) or other tenant inducements.
2. If Tenant rejects Landlord's determination of the Prevailing Rental Rate, or fails to timely notify Landlord in writing that Tenant accepts or rejects Landlord's determination of the Prevailing Rental Rate, time being of the essence with respect thereto, Tenant's rights under this Exhibit shall

terminate and Tenant shall have no right to renew this Lease and the Term will expire and terminate as of the Lease Expiration Date.

2.1. Tenant's rights under this Exhibit shall terminate if:

2.1.1. this Lease or Tenant's right to possession of the Premises is terminated;

2.1.2. Tenant assigns any of its interest in this Lease;

2.1.3. Tenant fails to timely exercise its option under this Exhibit, time being of the essence with respect to Tenant's exercise thereof;

2.1.4. Tenant commits an Event of Default under the Lease after applicable notice and opportunity to cure; or

2.1.5. Landlord determines, in its sole but reasonable discretion, that Tenant's financial condition or creditworthiness has materially deteriorated since the date of this Lease.