

# Broward County Board of Rules and Appeals Meeting Agenda

November 13, 2025

Time: 7:00 PM

Zoom Meeting Information:

<https://broward-org.zoomgov.com/j/1601354078>

Meeting ID: 160 135 4078

- I. **CALL MEETING TO ORDER**
- II. **ROLL CALL**
- III. **APPROVAL OF AGENDA**
- IV. **APPROVAL OF MINUTES** – October 9, 2025, Board Meeting
- V. **PUBLIC COMMENT (Except public hearing items on this agenda)**  
Public comments are limited to 3 minutes.
- VI. **CONSENT AGENDA**

1. **Certifications – Staff Recommended**

**BROWARD SHERIFF’S OFFICE FIRE RESCUE**

Marese, Nicholas, Fire Inspector

**CITY OF CORAL SPRINGS**

Francois, Williamson, Electrical Inspector (120-Day Temporary)

**TOWN OF DANIA BEACH**

Tedim, Jose, Chief Mechanical Inspector

**CITY OF FORT LAUDERDALE**

Gonzalez, Kenneth, Fire Inspector

Lugo, Jimmy, Structural Inspector (120-Day Temporary)

**CITY OF HALLANDALE BEACH**

Acosta, Osmer, Structural Inspector (120-Day Temporary)

**CITY OF HOLLYWOOD**

Hofle, Marcy, Assistant Fire Marshal

**CITY OF LAUDERHILL**

Marchese, Jacob, Fire Plans Examiner

**CITY OF MIRAMAR**

Barcenas, Misael, Electrical Plans Examiner (Provisional)

Decastro, Joseph, Fire Inspector

Llorens, Jorge, Fire Inspector

**CITY OF PLANTATION**

Caicedo, Gregory, Fire Inspector

Gaskell, David, Assistant Fire Marshal

Hurlbut, Carmen B., Building Official

**CITY OF SUNRISE**

Vassil, Alexandra, Fire Inspector

## **COUNTYWIDE**

Campbell, Joseph, Structural Plans Examiner  
Corley, Thomas P., Structural Plans Examiner  
Hendricks, Matthew, Structural Plans Examiner  
Oscheneek, Valeria G., Structural Inspector  
Oscheneek, Valeria G., Structural Plans Examiner  
Perez, Andre F., Structural Inspector  
Sloane, Quinton Trice, Plumbing Plans Examiner

## **VII. REGULAR AGENDA**

### **1. Approval of Plantation Corporate Center Lease Agreement**

- a. Staff Report – Dr. Ana Barbosa
- b. Board Questions
- c. Board Action

### **2. Proposed Revision to the Broward County Uniform Building Permit Application Related to Legislative Changes to Local Contractors' Licenses and the Notice to Building Official of the Use of a Private Provider**

- a. Staff Report – Rolando Soto
- b. Board Questions
- c. Board Action

### **3. Director's Report**

### **4. Attorney's Report**

### **5. Committee Reports**

### **6. General Board Member Discussion**

### **7. Adjournment**

*If a person desires to appeal any decision with respect to any matter considered at this meeting, such person will need a record of the proceedings and, for this reason, such person may need to ensure that a verbatim record of the proceeding is made, which includes the testimony and evidence upon which the appeal is to be based (FS Sec. 286.0105).*

*Board Members: If you are unable to attend the meeting, please contact Dr. Barbosa at 954-931-2393 between 6:00 PM and 7:00 PM.*

October 9, 2025  
Board Meeting Minutes

# Broward County Board of Rules and Appeals Meeting Minutes, October 9, 2025

Zoom Meeting Information:

<https://broward-org.zoomgov.com/j/1617268759>

Meeting ID: 161 726 8759

## I. CALL MEETING TO ORDER

Vice Chairman Bailey called to order a published virtual meeting of the Broward County Board of Rules and Appeals at 7:00 PM.

## II. ROLL CALL

R. Art Kamm, Chairman  
Eduard Badiu  
Peter Deveaugh  
Scott Taggart  
David Tringo  
Dennis Ulmer

Stephen E. Bailey, Vice Chairman  
Gregg D'Attile  
Jeff Falkanger  
Michael Rada  
Anthony Salgado  
Derek Wassink

## III. APPROVAL OF AGENDA

Dr. Ana Barbosa, Administrative Director, requested that Item #1 be removed from the agenda.

Mr. Badiu made a motion to approve the agenda as amended, and Mr. Wassink seconded the motion. The motion passed by unanimous vote.

## IV. APPROVAL OF MINUTES – September 11, 2025, Board Meeting

Mr. Tringo made a motion, and Mr. Deveaugh seconded the motion, to approve September 11, 2025, minutes as submitted. The motion passed by unanimous vote.

## V. PUBLIC COMMENT (Except public hearing items on this agenda)

Public comments are limited to 3 minutes.

Ms. Xiaohui Guo wanted to bring to the Board's attention her complaint against Dr. Ana Barbosa, which she had sent to Mr. Kamm that afternoon. She believes that Dr. Barbosa violated many procedures. Ms. Guo went on to state that she received notification of a meeting after her opponent, and she did not receive 15-day notices, citing the internal procedures for notification of hearings and meetings.

## VI. CONSENT AGENDA

### 1. Certifications – Staff Recommended

Mr. Ulmer made a motion, and Mr. D'Attile seconded the motion to approve the certifications as recommended by staff. The motion passed by a unanimous vote.

### **BROWARD SHERIFF'S OFFICE FIRE RESCUE**

Strom, Jennifer, Fire Inspector

### **CITY OF COOPER CITY**

Sera, Ralph C., Chief Structural Inspector

**CITY OF MIRAMAR**

Gonzalez, Gabriel, Fire Inspector

**CITY OF NORTH LAUDERDALE**

Tedim, Jose, Chief Mechanical Inspector

**COUNTYWIDE**

Borisov, Denis, Structural Plans Examiner

Faddis, Kevin, Electrical Inspector

**VII. REGULAR AGENDA**

1. **Appeal #25-02 Xiaohui Guo seeks to reverse the City of Weston Permit #B24-01261 Inspection Results Pursuant to Florida Building Code Sections 1512.2.5 and 110.5**

Removed from the Agenda

2. **Administrative Director Annual Leadership Performance Review**

Dr. Ana Barbosa, Administrative Director, recommended a 2% adjustment; however, the amount, if any, is entirely at the Board's discretion.

Members of the Board made complimentary statements on Dr. Barbosa's performance.

Mr. Deveaugh made a motion to approve a 2% merit increase as submitted, and Mr. Salgado seconded the motion. The motion passed by unanimous vote.

3. **Director's Report** - None

4. **Attorney's Report**

Mr. Kramer noted the individual who spoke under Public Comments has a lawsuit against the Board that he believed is baseless.

Mr. Kramer indicated he will be appearing before the Florida Building Commission next week concerning another matter.

5. **Committee Reports**

Mr. Falkanger recapped the Structural Committee meeting this week. The engineer's letter on the case will be submitted to the Building Official, and the case will likely be resolved. The Committee gave the parties sixty days to work together.

6. **General Board Member Discussion** - None

7. **Adjournment**

The meeting adjourned at 7:18 PM.

# Consent Agenda: Item 1

**BROWARD SHERIFF'S OFFICE FIRE RESCUE**

Marese, Nicholas, Fire Inspector

**CITY OF CORAL SPRINGS**

Francois, Williamson, Electrical Inspector (120-Day Temporary)

**TOWN OF DANIA BEACH**

Tedim, Jose, Chief Mechanical Inspector

**CITY OF FORT LAUDERDALE**

Gonzalez, Kenneth, Fire Inspector

Lugo, Jimmy, Structural Inspector (120-Day Temporary)

**CITY OF HALLANDALE BEACH**

Acosta, Osmer, Structural Inspector (120-Day Temporary)

**CITY OF HOLLYWOOD**

Hofle, Marcy, Assistant Fire Marshal

**CITY OF LAUDERHILL**

Marchese, Jacob, Fire Plans Examiner

**CITY OF MIRAMAR**

Barcnas, Misael, Electrical Plans Examiner (Provisional)

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Perez, Andre F., Structural Inspector

Sloane, Quinton Trice, Plumbing Plans Examiner

# Regular Agenda: Item 1



## Broward County Board of Rules and Appeals

1 N. University Drive Suite 3500B, Plantation, FL 33324

[broward.org/CodeAppeals](http://broward.org/CodeAppeals) | 954-765-4500 | [rulesboard@broward.org](mailto:rulesboard@broward.org)

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**TO:** Members of the Broward County Board of Rules and Appeals

**FROM:** Administrative Director

**DATE:** November 13, 2025

**RE:** Approval of Plantation Corporate Center Lease Agreement

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### **Recommendation**

The Administrative Director recommends that the Board of Rules and Appeals authorize, by vote, the execution of the lease agreement for the Plantation Corporate Center, located at 1601 SW 80th Terrace, Plantation, Florida 33324.

### **Reasons**

Approval of this action will allow staff to relocate into office space that can adequately support the growing needs of this agency, including:

- Dedicated on-site space for written testing, continuing education classes, appeal hearings, and committee meetings
- Elimination of the need to rely on borrowed space from municipalities and the County for these functions
- Improved public accessibility and centralized geographic location within Broward County
- Professional building amenities, security, ample parking, and functional meeting infrastructure

The proposed lease term is seven (7) years, with an option to renew for an additional five (5) years, allowing stability and continuity for future operational planning and budgeting.

### **Additional Information**

Over the past several months, staff conducted a comprehensive search of rental opportunities throughout Broward County, evaluating multiple properties based on cost, size, parking availability, security, accessibility, and proximity to major roadways. After considering these options, the Plantation Corporate Center offered the most favorable combination of location, adequate square footage, amenities, and long-term operational suitability.

### **Attachment**

Plantation Corporate Center Lease Agreement

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "A. Barbosa".

Dr. Ana C. Barbosa

**LEASE**

**WPIP PLANTATION PROPERTY, LLC,  
a Delaware limited liability company**

**as Landlord**

**AND**

**BROWARD COUNTY, FLORIDA,  
a political subdivision of the State of Florida**

**as Tenant**

\_\_\_\_\_, 2025

\* \* \* \* \*

The mailing, delivery or negotiation of this Lease by Landlord or its agent or attorney shall not be deemed an offer by Landlord to enter into this Lease or to enter into any other relationship with Tenant, whether on the terms contained herein or on any other terms. This Lease shall not be binding upon Landlord, and Landlord shall not have any obligations or liabilities nor shall Tenant have any rights with respect thereto, or with respect to the Premises, unless and until Landlord has executed and delivered this Lease. Until such execution and delivery of this Lease, Landlord may terminate all negotiation and discussion of the subject matter hereof, without cause and for any reason, without recourse or liability.

\* \* \* \* \*

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LIST OF EXHIBITS

Exhibit A-1	Plan Showing Premises
Exhibit A-2	Legal Description of Land
Exhibit B	Rules and Regulations
Exhibit C	Confirmation of Commencement Date
Exhibit D	Work Agreement

## OFFICE LEASE

THIS OFFICE LEASE (“Lease”) is made as of the \_\_\_\_ day of \_\_\_\_\_, 2025 (“Date of Lease”), by and between **WPIP PLANTATION PROPERTY, LLC**, a Delaware limited liability company (“Landlord”), and **BROWARD COUNTY, FLORIDA**, a political subdivision of the State of Florida (“Tenant”).

### I. BASIC LEASE PROVISIONS AND DEFINITIONS

1.1 Premises. 12,772 Rentable Square Feet commonly known as Suite 100, located on the 1<sup>st</sup> floor of the Building (“Suite 100”) and 6,497 Rentable Square Feet commonly known as Suite 150, located on the 1<sup>st</sup> floor of the Building (“Suite 150”), both as outlined on **Exhibit A-1** attached hereto and made a part hereof. The “Premises” shall consist of both Suite 100 and Suite 150.

1.2 Building. The building known as Plantation Corporate Center and located at 1601 SW 80<sup>th</sup> Terrace, Plantation, Florida 33324, containing approximately 117,616 Rentable Square Feet, which shall not be subject to remeasurement during the term or any extensions thereof.

1.3 Project. The development consisting of the real property and all improvements built thereon, including, without limitation, the Land, Building, Common Area, and Parking Facilities.

1.4 Land. The parcel of land on which the Project is located, as more particularly described on **Exhibit A-2** attached hereto and made a part hereof, and all rights, easements and appurtenances thereunto belonging or pertaining.

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

1.6 Parking Facilities. All parking areas now or hereafter designated by Landlord for use by tenants of the Project and/or their guests and invitees, including, without limitation, surface parking, parking garage, parking decks, parking structures and parking areas under or within the Building whether reserved, exclusive, non-exclusive or otherwise.

1.7 Rentable Square Feet (Foot) or Rentable Area. The rentable area within the Premises and the Building are deemed to be the amounts set forth in this **Article I**. Landlord and Tenant stipulate and agree that the Rentable Square Footage of the Premises, Building and Project are correct and shall not be re-measured during the term or any extensions thereof.

1.8 Permitted Use. Tenant may use the Premises subject to and in accordance with the terms, covenants and conditions set forth in this Lease, and applicable governmental regulations, restrictions and permitting (without the necessity of obtaining any zoning changes, conditional use permits or other special permits), solely for general governmental business purposes solely in connection with the Broward County Board of Rules and Appeals, consistent with a first-class office building in the Suburban Plantation office submarket of Broward County, Florida.

1.9 Commencement Date. The earlier of the following dates: (a) the date Landlord Substantially Completed the Tenant Improvements (or would have Substantially Completed the Tenant Improvements, but for a Tenant Delay; or (b) the date when Tenant takes possession of any part of the Premises for the conduct of its business.

1.10 Expiration Date. The expiration of 90 full calendar months following the Commencement Date.

1.11 Term. 90 full calendar months, beginning on the Commencement Date and expiring on the Expiration Date, subject to adjustment as specified in Article III.

1.12 Basic Rent.

(a) Suite 100 – Basic Rent. Commencing as of the Commencement Date Tenant shall pay the amount set forth in the following schedule, subject to adjustment as specified in (b) below and Article IV, for Suite 100.

<u>Period</u>	<u>Monthly Basic Rent*</u>
Months 1-90	\$29,366.38

\*The amounts set forth in this schedule represent Basic Rent only, and do not include Tenant's Operating Expense Rental, Real Estate Tax Rental or parking rental.

(b) Suite 150 – Basic Rent. Commencing as of the Commencement Date Tenant shall pay the amount set forth in the following schedule, subject to adjustment as specified in (b) below and Article IV, for Suite 150.

<u>Period</u>	<u>Monthly Basic Rent*</u>
Months 1-90	\$8,962.61

\*The amounts set forth in this schedule represent Basic Rent only, and do not include Tenant's Operating Expense Rental, Real Estate Tax Rental or parking rental.

For purposes of clarity, as used herein, the term "Basic Rent" shall include Tenant's obligations to pay Basic Rent as to both Suite 100 and Suite 150.

(c) Conditional Rental Abatement. Notwithstanding anything in this Lease to the contrary, Basic Rent, Operating Expense Rental and Real Estate Tax Rental for the Premises shall be conditionally abated for the first 6 full calendar months of the Term commencing on the Commencement Date shall be conditionally abated ("Abatement of Rent"). The Abatement of Rent is conditioned upon Tenant's full and timely performance of all of its obligations under the Lease during the Term. If at any time prior to the expiration of the Term an Event of Default by Tenant occurs (beyond any applicable notice and cure periods), then the Abatement of Rent shall immediately become void, and Tenant shall promptly pay to Landlord the amount of abated Rent during the Abatement of Rent, in addition to all other amounts due to Landlord under the Lease. Notwithstanding the foregoing, Tenant shall pay the full amount of all other Additional Rent and any other costs and expenses required under this Lease during the Abatement of Rent.

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

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

1.15 Tenant's Proportionate Share. Tenant's Proportionate Share of the Building is currently 16.38%, (determined by dividing the Rentable Square Feet of the Premises by the current Rentable Square Feet of the Building and multiplying the resulting quotient by 100 and rounding to the second decimal place).

1.16 Parking Space Allocation. Tenant shall have the right to use 64 unreserved parking spaces within the Parking Facilities (the "Parking Space Allocation").

1.17 Security Deposit. None.

1.18 Brokers:

Landlord's:

Tenant's:

Travis Herring of Cushman & Wakefield

Ken Krasnow, Ryan Nunes, and Emily Ehrlich of Cushman & Wakefield

1.19 Guarantor(s). N/A.

Landlord's Notice Address.

WPIP Plantation Property, LLC  
c/o IP Capital Partners, LLC  
225 NE Mizner Blvd., Suite 501  
Boca Raton, Florida 33432  
Attn: Jason Isaacson

With copy to:

WPIP Plantation Property, LLC  
c/o Cushman & Wakefield  
6100 Blue Lagoon Drive, Suite 300  
Miami, Florida 33126

With copy to:

WPIP Plantation Property, LLC  
c/o Westport Capital Partners, LLC  
30 Atlantic Street, Suite 1110  
Stamford, CT 06901  
Attn: General Counsel  
Fort Lauderdale, FL 33301

Landlord's Address For  
Payment of Rent.

If using USPS or overnight services (UPS, Fedex,  
DHL):

WPIP Plantation Property, LLC  
c/o IP Capital Partners, LLC  
225 NE Mizner Blvd., Suite 501  
Boca Raton, Florida 33432  
Attn: Jason Isaacson

If using Wire Transfer:

Valley National Bank  
Account # 3459772701  
Account Name: WPIP Plantation Property, LLC  
Routing Number: 021201383

Tenant's  
Notice Address.

Prior to the Commencement Date:  
Broward County Board of Rules and Appeals  
1 N University Drive  
Suite 3500b  
Plantation, Florida 33324

From and after the Commencement Date:  
Broward County Board of Rules and Appeals  
1600 SW 80<sup>th</sup> Terrace  
Suite 100  
Plantation, Florida 33324

1.20 Interest Rate. The lesser of (i) highest legal rate of interest permitted under the laws of the State of Florida, or (ii) 18%.

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

1.22 [Intentionally Deleted].

1.23 [Intentionally Deleted].

## **II. PREMISES**

2.1 Lease of Premises. In consideration of the agreements contained herein, Landlord hereby leases the Premises to Tenant, and Tenant hereby leases the Premises from Landlord, for the Term and upon the terms and conditions set forth in this Lease. As an appurtenance to the Premises, Tenant shall have the general and nonexclusive right, together with Landlord and the other tenants of the Building, to use the Common Area subject to the terms and conditions of this Lease; provided, however, except to the extent Landlord's prior written approval is obtained, Landlord excepts and reserves exclusively to itself the use of (i) roofs; (ii) maintenance and utility equipment rooms and closets, and (iii) conduits, wires and appurtenant equipment within the Building and equipment rooms and closets, and exterior utility lines.

2.2 Landlord's Reservations. Landlord reserves the right from time to time to: (i) install, use, maintain, repair, replace and relocate pipes, ducts, conduits, wires and appurtenant meters and equipment above the ceiling surfaces, below the floor surfaces, within the walls and in the central core areas of the Building; (ii) make changes to the design and layout of the Building and Project, including, without

limitation, changes to buildings, driveways, entrances, loading and unloading areas, direction of traffic, landscaped areas and walkways, parking spaces and parking areas; and (iii) use or close temporarily the Common Areas, and/or other portions of the Project while engaged in making improvements, repairs or alterations to the Building, the Project or any portion thereof provided that in no case shall any action(s) undertaken by Landlord under Landlord's rights under this Section materially and adversely affect Tenant's rights to access or use the Premises for the Permitted Use. In addition, Landlord expressly reserves the right to change the name of the Building or the Project.

### III. TERM

3.1 Commencement Date. The Term shall commence on the Commencement Date and expire at midnight on the Expiration Date.

3.2 Early Occupancy. Tenant shall have the right to enter the Premises commencing on the date that is approximately 30 days prior to the Commencement Date for the purpose of installing fixtures, furniture, and equipment provided that (a) such entry will not delay or hamper the completion of the Tenant Improvements, (b) Tenant and its vendors and contractors have obtained all governmentally required permits separate from any permits obtained by Landlord as to work to be performed by Landlord, if any, (c) Landlord may revoke or restrict Tenant's or its contractors' early access to the Premises if such access interferes with, hampers, or prevents completion of the Tenant Improvements at the earliest possible date, (d) Tenant's access to the Premises shall be subject to all of the terms and provisions of this Lease, except as to the payment of Rent, (e) any entry by Tenant in the Premises prior to the Commencement Date shall be at Tenant's sole risk and subject to Tenant coordination with Landlord's project or property manager who shall advise Tenant of any concealed or hidden conditions actually known by Landlord which may create risk, (f) all work by Tenant's contractors is subject to the administrative supervision of Landlord and its contractor at no additional cost, and (g) Tenant has delivered to Landlord the first full monthly installment of Basic Rent, and all required certificates of insurance. . Subject to the terms set forth herein, in no event shall Tenant conduct business from the Premises during such early occupancy period. Landlord assumes no responsibility or liability for injury to persons or damage to property caused by the Tenant's exercise of the rights and privileges granted in this article, and Tenant shall indemnify, defend, and hold Landlord harmless from and against any loss, cost, damage, liability, or expense suffered or incurred by Landlord as a result thereof. Tenant shall adopt a schedule for its work in conformance with Landlord's schedule for the Landlord's Work and shall conduct its work in such a manner as to maintain harmonious labor relations. All delays to the Landlord's Work caused by Tenant's early access shall be deemed a Tenant Delay under this Lease.

### IV. RENT

4.1 Basic Rent. Tenant shall pay to Landlord the Basic Rent as specified in Section 1.12. Basic Rent shall be payable in monthly installments as specified in Section 1.12, in advance, without demand, notice, deduction, offset or counterclaim, on or before the first day of each and every calendar month during the Term; provided, however, the installment of Basic Rent payable for the first full calendar month of the Term in which Basic Rent is due (and not abated) shall be due and payable at the time of execution and delivery of this Lease. Any payment made by Tenant to Landlord on account of Basic Rent may be credited by Landlord to the payment of any late charges then due and payable and to any Basic Rent or Additional Rent (as defined in Section 4.2) then past due before being credited to Basic Rent currently due. Tenant shall pay Rent electronically via automatic debit, ACH credit, or wire transfer to such account as Landlord designates in writing to Tenant. Landlord may, in its sole discretion, designate an address for payment in lawful U.S. Dollars by check, bank draft, or other negotiable instrument. If the Term commences on a day other than the first day of a calendar month or terminates on a day other than the last day of a calendar month, the monthly Basic Rent and Additional Rent shall be prorated based upon the

number of days in such calendar month. Tenant's covenant to pay Rent and the obligation of Tenant to perform Tenant's other covenants and duties hereunder constitute independent, unconditional obligations to be performed at all times provided for hereunder, save and except only when an abatement thereof or reduction therein is expressly provided for in this Lease and not otherwise.

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

4.3 Operating Expense Rental and Real Estate Tax Rental. In addition to Basic Rent, Tenant shall pay to Landlord throughout the Term, as Additional Rent, (i) Tenant's Proportionate Share of Operating Expenses (as defined in **Section 6.1**) ("Operating Expense Rental"); and (ii) Tenant's Proportionate Share of Real Estate Taxes (as defined in **Article VII**) ("Real Estate Tax Rental"). Prior to the first installment of Rent, Landlord shall provide Tenant with an estimate for the Operating Expense Rental and Real Estate Tax Rental factoring in the prior year's expenses and Tenant's initial payment shall be based on such estimate for the year in question, and the monthly payments thereof (and future payments) are subject to increase or decrease as determined by Landlord from time to time to reflect an accurate estimate of actual Operating Expense Rental and Real Estate Tax Rental. Landlord shall submit to Tenant at the beginning of each Calendar Year, or as soon thereafter as reasonably possible, a statement of Landlord's estimate of Operating Expense Rental and Real Estate Tax Rental due from Tenant during such Calendar Year. In addition to Basic Rent, Tenant shall pay to Landlord on or before the first day of each month during such Calendar Year an amount equal to 1/12<sup>th</sup> of Landlord's estimated Operating Expense Rental and estimated Real Estate Tax Rental as set forth in Landlord's statement. If Landlord fails to give Tenant notice of its estimated payments due for any Calendar Year, then Tenant shall continue making monthly estimated Operating Expense Rental and Real Estate Tax Rental payments in accordance with the estimate for the previous Calendar Year until a new estimate is provided. If Landlord determines that, because of unexpected increases in Operating Expenses or Real Estate Taxes, Landlord's estimate of the Operating Expense Rental or Real Estate Tax Rental was too low, then Landlord shall have the right to give a new statement of the estimated Operating Expense Rental and estimated Real Estate Tax Rental due from Tenant for the balance of such Calendar Year and bill Tenant for any deficiency. Tenant shall thereafter pay monthly estimated payments based on such new statement.

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

respect to any overpayment or underpayment of Operating Expense Rental and Real Estate Tax Rental shall survive the expiration or termination of this Lease.

4.4 Sales or Excise Taxes. Tenant shall pay to Landlord, as Additional Rent, concurrently with payment of Basic Rent all taxes, including, but not limited to any and all sales, rent or excise taxes (but specifically excluding income taxes calculated upon the net income of Landlord) on Basic Rent, Additional Rent or other amounts otherwise benefiting Landlord, including, without limitation, parking rentals pursuant to Section 1.16 above, as levied or assessed by any governmental or political body or subdivision thereof against Landlord on account of such Basic Rent, Additional Rent or other amounts otherwise benefiting Landlord, or any portion thereof.

4.5 Except in connection with the Audit Notice as set forth in Section 6.3, Tenant shall have thirty (30) days after its receipt of any estimate, accounting, statement, bill or other request for payment or sums due from or on behalf of Landlord within which to object to such estimate, accounting, statement, bill or other request for payment or sums due, failing which Tenant shall be precluded from making any such objection and any right of Tenant herein shall be deemed null and void.

## **V. INTENTIONALLY DELETED**

## **VI. OPERATING EXPENSES**

6.1 Operating Expenses Defined. As used herein, the term “Operating Expenses” shall mean all expenses, costs and disbursements of every kind and nature, except as specifically excluded otherwise herein, which Landlord incurs because of or in connection with the ownership, maintenance, management and operation of the Building, and, notwithstanding the actual occupancy of the Building, all additional costs and expenses of ownership, operation, management and maintenance of the Building which Landlord determines that it would have paid or incurred during any Calendar Year as if the Building had been 100% occupied. Operating Expenses may include, without limitation, all costs, expenses and disbursements incurred or made in connection with the following:

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

(ii) A reasonable management fee payable to Landlord or the company or companies managing the Building, if any, and the costs of equipping and maintaining a management office, including, but not limited to, rent, accounting and legal fees, supplies and other administrative costs;

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

(iv) All utilities, including, without limitation, electricity, water, sewer and gas, for the Building (electrical expenses being payable in accordance with Section 4.5 above);

(v) All maintenance, operation and service agreements for the Building, and any equipment related thereto, including, without limitation, service and/or maintenance agreements for the Parking Facilities, energy management, HVAC, plumbing and electrical systems, and for window cleaning,

elevator maintenance, janitorial service, grounds keeping, interior and exterior landscaping and plant maintenance;

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

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

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

(ix) Any capital improvements and replacements made to the Building for the purpose of reducing Operating Expenses or which are required under any governmental law or regulation that was not applicable to the Building as of the Date of Lease, and in the case of a capital replacements, such costs shall be amortized on a straight-line basis over the capital replacement's useful life, not to exceed the Building's useful life, together with interest on the unamortized balance of such cost at the Interest Rate, or such higher rate as may have been paid by Landlord on funds borrowed for the purposes of constructing such capital replacement, or, at Landlord's election, the amortization amount will be Landlord's reasonable estimate of annual cost savings, plus an interest at a rate of 9%;

(x) All amounts paid under easements, declarations, or other agreements or instruments affecting the Project, including, without limitation, assessments paid to property owners' or similar associations or bodies;

(y) [Intentionally Deleted].

(z) All costs and expenses related to the Green Initiative (as defined herein).

6.2 **Operating Expense Exclusions.** Operating Expenses shall not include: (i) depreciation on the Building; (ii) costs of tenant improvements incurred in renovating leased space for the exclusive use of a particular tenant of the Building; (iii) brokers' commissions; (iv) Building mortgage principal or interest; (v) capital items other than those referred to in **Section 6.1**; (vi) costs of repairs or other work to the extent Landlord is reimbursed by insurance or condemnation proceeds; (vii) utilities charged directly to, or paid directly by, a tenant of the Building other than as a part of the Operating Expenses; (viii) fines, interest and penalties incurred due to the late payment of Operating Expenses; (ix) organizational expenses associated with the creation and operation of the entity which constitutes Landlord; (x) any penalties or damages that Landlord pays to Tenant under this Lease or to other tenants in the Building under their respective leases; (xi) Real Estate Taxes as provided for in **Article VII**; (xii) legal fees associated with leasing; (xiii) salaries or other compensation due any employee above the grade of building manager or building engineer; (xiv) interest on debt or amortization payments on mortgages or deeds of trust or any other debt for borrowed money whether secured or unsecured; (xv) nonrecurring costs incurred to remedy structure defects in original construction materials or installation; (xvi) any costs, fines or penalties incurred because Landlord violated any rule or authority; (xvii) costs incurred to test, survey, cleanup, contain, abate, remove or otherwise remedy hazardous wastes or asbestos-containing materials from the Building Premises; (xviii)

Costs arising from Landlord's charitable or political contributions; (xix) Reserves for bad debts, or for future improvements, repairs, additions, etc.; (xx) costs and disbursements and other expenses incurred in connection with negotiations or disputes with tenants, other occupants, or prospective tenants of the Building; (xxi) overhead and profit increment paid to subsidiaries or affiliates of Landlord or its partners for services on or to the Building, to the extent that the costs of such services exceed competitive costs for such services rendered by persons or entities of similar skill, competence and experience; (xxii) financing or refinancing costs; (xxiii) advertising and promotional expenditures for marketing space in the Building; (xxiv) costs arising from the negligence or fault of other tenants or from the gross negligence or willful misconduct of Landlord or its agents; and (xxv) costs arising from Landlord's charitable or political contributions.

6.3 Tenant's Right to Audit. Tenant shall have a right, at Tenant's sole cost and expense, to audit Landlord's Operating Expense Rental reconciliation statement upon the following terms and conditions not more than once per Calendar Year. Tenant shall notify Landlord in writing that it is exercising its right to audit on or before 30 days following delivery of the Operating Expense Rental reconciliation statement ("Audit Notice"), indicating in such notice with reasonable specificity those cost components of Operating Expense Rental to be subject to audit. If Tenant fails to notify Landlord that it will perform an audit before the expiration of the Audit Notice, it shall have no further right to audit Landlord's Operating Expense Rental reconciliation statement for such year. The audit shall take place at the Building, at a time mutually convenient to Landlord and Tenant (but not later than 60 days after receipt of the Audit Notice). Except as Landlord may consent in writing, the audit shall be completed within 10 business days after commencement of the audit process unless otherwise delayed or prevented by any event(s) not caused by Tenant. The audit shall be accomplished by a nationally or regionally recognized public accounting firm mutually acceptable to Landlord and Tenant that is engaged on either a fixed price or hourly basis, and is not compensated on a contingency or bonus basis. Under no circumstances shall Landlord be required to consent to an accounting firm that is also a tenant of Landlord (or any Landlord affiliate) in the Building or any building in the city or metropolitan area in which the Building is located. The records reviewed by Tenant shall be treated as confidential and prior to commencing the audit, Tenant and any other person which may perform such audit for Tenant, shall execute a Confidentiality Agreement in a form reasonably acceptable to Landlord. A copy of the results of the audit shall be delivered to Landlord within 30 days after the completion of the audit. If Landlord and Tenant determine that Operating Expense Rental for the Calendar Year is less than reported, (the "OER Shortfall"), , then Landlord shall give Tenant a credit in the amount of the overpayment toward Tenant's next monthly payment of estimated Operating Expense Rental, or, in the event this Lease has expired or terminated and no Event of Default exists, Landlord shall pay Tenant the total amount of such overpayment within 30 days. If Landlord and Tenant determine that Operating Expense Rental for the Calendar Year is more than reported, Tenant shall pay Landlord the amount of any underpayment within 30 days. In addition, if Landlord and Tenant determine that the OER Shortfall exceeds five percent (5%) of the expected Operating Expense Rental, Landlord, within 30 days after its receipt of paid invoices therefor from Tenant, shall reimburse Tenant for the reasonable amounts paid by Tenant to third parties in connection with such review by Tenant (not to exceed \$5,000.00). Failure by Tenant to timely request an audit, or to timely deliver to Landlord the results of the audit, or to follow any of the procedures set forth in this Section 6.3 is deemed a waiver of the applicable audit right and any right to contest Operating Expense Rental for the applicable Calendar Year and is deemed acceptance of the Operating Expense Rental contained in the Operating Expense Rental reconciliation statement for the applicable Calendar Year unless otherwise delayed or prevented by any event(s) not caused by Tenant. Any audit review by Tenant shall not postpone or alter the liability and obligation of Tenant to pay any Operating Expense Rental due under the terms of this Lease. Tenant shall not be entitled to conduct such an audit if any Event of Default exists under this Lease. No subtenant shall have any right to conduct an audit except for a permitted assignee or sublessee under Article X of this Lease occupying the entire Premises and no assignee or sublessee shall conduct an audit for any period

during which such assignee or sublessee was not in possession of the Premises or for any period in which Tenant has conducted an audit.

6.4 Controllable Expense Cap. For purposes of calculating the Operating Expense Rental pursuant to this Section, the parties agree that Operating Expense Rental (except for Uncontrollable Costs, as hereinafter defined) shall be deemed not to increase by more than the Operating Expense Rental Cap (as defined below) for that calendar year, regardless of any actual increases in Operating Expense Rental, provided, however, in the event that in any calendar year any such increase in Operating Expense Rental is in fact greater than the Operating Expense Rental Cap (any such increase in excess of the Operating Expense Rental Cap being hereinafter collectively referred to as the “Carryover Percentage”), Landlord shall have the right to add all of the Carryover Percentage (or such portion thereof as will not produce a total increase in Operating Expense Rental in excess of the Operating Expense Rental Cap) to the increases in Operating Expense Rental occurring over any of the following years of the Term of this Lease in which such increases in Operating Expense Rental are less than the Operating Expense Rental Cap, on a cumulative basis until all such Carryover Percentages have been used to increase Operating Expense Rental for purposes of calculating Tenant’s additional rent payable for Operating Expense Rental pursuant to this Section of this Lease. The “Operating Expense Rental Cap” for any given calendar year during the Term shall be an amount determined by increasing the Operating Expense Rental (except for Uncontrollable Costs) for the first full calendar year following the Commencement Date by 5% on a cumulative and compounded basis. Notwithstanding the foregoing, all of the following costs (herein collectively referred to as “Uncontrollable Costs”) shall not be subject to any limitation or cap, and, accordingly, the total dollar increase in Operating Expense Rental for any and each calendar year during the Term shall be calculated without any limitation or cap on Uncontrollable Costs: (i) insurance premiums, deductibles and other costs; (ii) expenditures which are required by, or as a result of changes in, or changes in the interpretation of, applicable law, rules or regulations; (iii) security; (iv) electricity, fuel, water, sewer, gas, heating and air conditioning and any other utilities; (v) costs resulting from any Force Majeure event or circumstance; (vi) federal, state, county, or local governmental or municipal taxes, fees, charges or other impositions of every kind and nature; (vii) intentionally deleted; (viii) costs resulting from the matters of casualty or condemnation; (ix) wage increases due to collective bargaining agreements and/or increases in the minimum wage; and (x) capital expenditures to the extent the same reduce or control increases in Operating Expense Rental.

## **VII. REAL ESTATE TAXES**

Real Estate Taxes shall be defined as (i) all real property taxes and assessments levied by any public authority against the Building; (ii) all personal property taxes levied by any public authority on personal property of Landlord used in the management, operation, maintenance and repair of the Building, (iii) all taxes, assessments and reassessments of every kind and nature whatsoever levied or assessed in lieu of or in substitution for existing or additional real or personal property taxes and assessments on the Building, or (iv) amounts necessary to be expended because of governmental orders, whether general or special, ordinary or extraordinary, unforeseen as well as foreseen, of any kind and nature for public improvements, services, benefits or any other purposes which are assessed, levied, confirmed, imposed or become a lien upon the Premises or Building or become payable during the Term. Further, for the purposes of this **Article VII**, Real Estate Taxes shall include the reasonable expenses (including, without limitation, attorneys’ fees) incurred by Landlord in challenging or obtaining or attempting to obtain a reduction of such Real Estate Taxes, regardless of the outcome of such challenge, and any costs incurred by Landlord for compliance, review and appeal of tax liabilities. Notwithstanding the foregoing, Landlord shall have no obligation to challenge Real Estate Taxes. If as a result of any such challenge, a tax refund is made to Landlord, then provided no Event of Default exists under this Lease, the amount of such refund less the expenses of the challenge shall be deducted from Real Estate Taxes due in the Calendar Year such refund is received. In the case of any Real Estate Taxes which may be evidenced by improvement or other bonds or which may

be paid in annual or other periodic installments, Landlord shall elect to cause such bonds to be issued or cause such assessment to be paid in installments over the maximum period permitted by law. Nothing contained in this Lease shall require Tenant to pay any franchise, gift, estate, inheritance or succession transfer tax of Landlord, or any income, profits or revenue tax or charge, upon the net income of Landlord from all sources. Tenant hereby waives any and all rights to protest appraised values or to receive notice of reappraised values regarding the Building or other property of Landlord.

## **VIII. PARKING**

During the Term, Tenant shall have the right in common with other tenants in the Building to rent/use the Parking Space Allocation (as defined in **Section 1.16**). Twelve reserved, striped parking spaces (such reserved spaces shall count towards the 5 per 1,000 ratio set forth above) shall be provided to Tenant during the initial Term of this Lease and any extension thereof, with the locations of the specific spaces as determined by Landlord from time to time reasonably near the main Building entrance. Landlord shall have no obligation to monitor the use of such reserved spaces by any other tenants. Except for such 12 reserved parking spaces, all of Tenant's parking shall be non-reserved. All parking rights are subject to the Rules and Regulations (as defined in **Article XVIII**), validation, key-card, sticker or other identification systems set forth by Landlord from time to time. Landlord shall also have the right to establish, modify and enforce the methods used to control parking at the Project and rules and regulations relating to parking, including, without limitation, the installation of control devices; restriping of parking spaces; designation of required parking zones; implementation, solely on a temporary basis, of tandem and/or valet parking or offsite parking within walking distance of the Park or accessible by shuttle system; the hiring of parking managers; imposing parking fines and/or towing the automobiles of violating parties (the amounts and costs of which Tenant agrees to pay or cause its applicable employees to pay upon demand); and requiring use of parking decals, tags or other devices (but in no event will Landlord issue more parking decals, tags or devices to Tenant than the parking spaces provided to Tenant under this Lease). If Landlord implements, on a temporary basis, tandem, valet or offsite parking for the Project, any cars of Tenant's employees and guests which are tandem, valet or offsite parked shall count as a parking space used by Tenant for purposes of this Lease. Landlord may restrict certain portions of the Parking Facilities for the exclusive use of one or more tenants of the Building and may designate other areas to be used at large only by customers and visitors of tenants of the Building. Landlord reserves the right to delegate the operation of the Parking Facilities to a parking operator which shall be entitled to all the obligations and benefits of Landlord under this **Article VIII**; provided, however, Landlord shall have no liability whatsoever for claims arising through acts or omissions of any independent operator of the Parking Facilities. Except in connection with an assignment or sublease that is expressly permitted under this Lease, Tenant's parking rights and privileges described herein are personal to Tenant and may not be assigned or transferred. Landlord shall have the right to cause to be removed any vehicles of Tenant or its Agents that are parked in violation of this Lease or in violation of the Rules and Regulations of the Building, without liability of any kind to Landlord.

## **IX. USE AND REQUIREMENTS OF LAW**

9.1 Use. The Premises will be used only for the Permitted Use. Tenant and Tenant's Agents will not: (i) do or permit to be done in or about the Premises, nor bring to, keep or permit to be brought or kept in the Premises, anything which is prohibited by or will in any way conflict with any law, statute, ordinance or governmental rule or regulation which is now in force or which may be enacted or promulgated after the Date of Lease; (ii) do or permit anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of other tenants of the Building or Project; (iii) do or permit anything to be done in or about the Premises which is dangerous to persons or property; or (iv) cause, maintain or permit any nuisance in, on or about the Premises or commit or allow to be committed any waste in, on or about the Premises. At its sole cost and expense, Tenant will promptly comply with (a) all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or in force after the

Commencement Date of this Lease regarding the operation of Tenant's business and the use, condition, configuration and occupancy of the Premises (except to the extent of Landlord's obligations under **Section 9.3**); (b) the certificate of occupancy issued for the Building and the Premises; and (c) any recorded covenants, conditions and restrictions, if any, which affect the use, condition, configuration and occupancy of the Premises. The term "Permitted Use" specifically excludes any use as a call center or similar high-density use; as an employment agency for day labor; by a governmental agency; or that is inconsistent with the Building being a Class A professional office building consistent with other Class A office buildings in the Plantation, Florida office submarket.

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

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

(a) To the extent governmentally required as of or subsequent to the Commencement Date of this Lease as a result of an amendment to Title III of the ADA or any regulation thereunder enacted subsequent to the Commencement Date of this Lease, Landlord shall be responsible for compliance with Title III of the ADA with respect to any repairs, replacements or alterations to the Common Area of the Building, and such expense shall be included as an Operating Expense of the Building. Landlord shall indemnify, defend and hold harmless Tenant and its Agents from all fines, suits, procedures, penalties,

claims, liability, losses, expenses and actions of every kind, and all costs associated therewith (including, without limitation, reasonable attorneys' and consultants' fees) arising out of or in any way connected with Landlord's failure to comply with Title III of the ADA as required above.

(b) To the extent governmentally required, Tenant shall be responsible for compliance, at its expense, with Titles I and III of the ADA with respect to the Premises. Tenant shall indemnify, defend and hold harmless Landlord and its Agents from all fines, suits, procedures, penalties, claims, liability, losses, expenses and actions of every kind, and all costs associated therewith (including, without limitation, reasonable attorneys' and consultants' fees) arising out of or in any way connected with Tenant's failure to comply with Titles I and III of the ADA as required above.

## **X. ASSIGNMENT AND SUBLETTING**

### **10.1 Landlord's Consent.**

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

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

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

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

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

(iv) Tenant hereby assigns to Landlord the rent and other sums due from any subtenant, assignee or other occupant of the Premises and hereby authorizes and directs each such subtenant, assignee or other occupant to pay such rent or other sums directly to Landlord; provided however, that until the occurrence of an Event of Default, Tenant shall have the license to continue collecting such rent and other sums. Notwithstanding the foregoing, in the event that the rent due and payable by a sublessee under any such permitted sublease (or a combination of the rent payable under such sublease plus any bonus or other consideration therefor or incident thereto) exceeds the hereinabove provided Rent payable under this Lease, or if with respect to a permitted assignment, permitted license, or other transfer by Tenant permitted by Landlord, 50% of the consideration payable to Tenant by the assignee, licensee, or other transferee exceeds the Rent payable under this Lease, then Tenant shall be bound and obligated to pay Landlord, in accordance with **Section 10.3**, the Net Profits (as defined in **Section 10.3**) and any other excess consideration within 10 days following receipt thereof by Tenant from such sublessee, assignee, licensee, or other transferee, as the case may be.

(v) Tenant shall pay Landlord a fee in the amount of \$1,500.00 to reimburse Landlord for all its expenses under this **Article X**, including, without limitation, reasonable attorneys' fees, in connection with any request for Landlord's consent to a sublease, assignment or deemed assignment, whether or not Landlord consents to such request.

10.2 Landlord's Option to Recapture Premises. If Tenant proposes to assign this Lease or sublease the entire Premises for the remainder of the Term, except for a Permitted Transfer, Landlord may, at its option, upon written notice to Tenant given within 30 days after its receipt of Tenant's notice of proposed assignment or sublease (as applicable), together with all other necessary information, elect to recapture the Premises and terminate this Lease. If Landlord terminates this Lease in accordance with this Section 10.2, then Landlord may thereafter, without limitation, lease the Premises to the proposed assignee or subtenant without liability to Tenant. Upon any such termination, Landlord and Tenant shall have no further obligations or liabilities to each other under this Lease, except with respect to obligations or liabilities which accrue or have accrued hereunder as of the date of such termination (in the same manner as if the date of such termination were the date originally fixed for the expiration of the Term).

10.3 Distribution of Net Profits. In the event that Tenant assigns this Lease or sublets all or any portion of the Premises during the Term, except for a Permitted Transfer, Landlord shall receive 50% of

any “Net Profits” (as hereinafter defined) and Tenant shall receive 50% of any Net Profits received by Tenant from any such assignment or subletting. The term “Net Profits” as used herein shall mean such portion of the Rent payable by such assignee or subtenant in excess of the Rent payable by Tenant under this Lease (or pro rata portion thereof in the event of a subletting) for the corresponding period, after deducting from such excess Rent all of Tenant's documented reasonable third party costs associated with such assignment or subletting, including, without limitation, broker commissions, attorney fees, rent abatement and any costs incurred by Tenant to prepare or alter the Premises, or portion thereof, for the assignee or sublessee. Notwithstanding anything to the contrary in this Lease, Landlord's consent will not be required as to an assignment or sublease to a governmental agencies of Broward County, Florida (a “**Permitted Transfer**”); provided, that, (i) the form of any agreement of assignment or any sublease shall otherwise comply with the terms and conditions of this Section, (ii) Landlord is provided written notice of the transfer and the identity of the transferee prior to the effective date of the transfer, (iii) a significant purpose of any such transfer is not to avoid the restrictions on transfer otherwise imposed under this article, and (iv) no default under this Lease then exists beyond any applicable notice and cure periods.

## **XI. MAINTENANCE AND REPAIR**

11.1 Landlord's Obligation. Landlord will maintain, repair and restore in reasonably good order and condition (i) the Common Area; (ii) the mechanical, plumbing, electrical and HVAC equipment serving the Building; (iii) the structure of the Building (including roof, exterior walls and foundation); (iv) exterior windows of the Building; and (v) Building standard lighting. The cost of such maintenance and repairs to the Building shall be included in the Operating Expenses and paid by Tenant as provided in **Article VI**; provided, however, Tenant shall bear the full cost, plus 10% of such cost for Landlord's overhead, of any maintenance, repair or restoration necessitated by the negligence or willful misconduct of Tenant or its Agents. Tenant waives all rights to make repairs at the expense of Landlord, to deduct the cost of such repairs from any payment owed to Landlord under this Lease, to claim a lien against the Rent, the Project or Landlord's property, or to vacate the Premises.

11.2 Tenant's Obligation. Subject to Landlord's express obligations set forth in **Section 11.1**, Tenant, at its expense, shall maintain the Premises in good condition and repair, reasonable wear and tear and casualty governed by the provisions of **Article XIX** excepted. Tenant's obligation shall include without limitation the obligation to maintain and repair all (i) interior walls; (ii) floor coverings; (iii) ceilings; (iv) doors; (v) entrances to the Premises; (vi) supplemental HVAC systems within the Premises; and (vii) private restrooms and kitchens, including hot water heaters, plumbing and similar facilities serving Tenant exclusively except any need for maintenance or repair directly caused by Landlord's failure to maintain, or repair the Building or Common Areas as set forth in Article I. Tenant will promptly advise Landlord of any damage to the Premises or the Project. All damage or injury to the Premises (excluding Tenant's equipment, personal property and trade fixtures) may be repaired, restored or replaced by Landlord, at the expense of Tenant, and such expense (plus 10% of such expense for Landlord's overhead) will be collectible as Additional Rent and will be paid by Tenant upon demand except for any repair, restoration or replacement directly caused by Landlord's failure to maintain, or repair the Building or Common Areas as set forth in Article 1. . . If Tenant fails to make any repairs to the Premises for more than 30 days after notice from Landlord (although notice shall not be required in the event of an emergency as defined in **Article XIV**), Landlord may, at its option, cause all required maintenance or repairs, restorations or replacements to be made and Tenant shall pay Landlord pursuant to this **Section 11.2**.

## **XII. INITIAL CONSTRUCTION; ALTERATIONS**

12.1 Initial Construction. Except as otherwise set forth herein Landlord shall have no obligations whatsoever to construct any improvements to the Premises and Tenant accepts the Premises “AS IS”, “WHERE IS” and “WITH ANY AND ALL FAULTS”, and Landlord neither makes nor has made any

representations or warranties, express or implied, with respect to the quality, suitability or fitness thereof of the Premises, or the condition or repair thereof; provided, however, Landlord shall perform Landlord's Work as more particular described in the Work Agreement attached hereto as **Exhibit D**. Tenant taking possession of the Premises shall be conclusive evidence for all purposes of Tenant's acceptance of the Premises in good order and satisfactory condition, and in a state and condition satisfactory, acceptable and suitable for Tenant's use pursuant to this Lease except as otherwise set forth herein. Notwithstanding the foregoing, in the event that there was or is any concealed or latent defect or condition that is Landlord's responsibility under this Lease requiring repair that could not have been reasonably been identified by Tenant during prior walk-throughs or inspections of the Premises, and that defect or condition is identified by Tenant in writing and delivered to Landlord within 60 days of the Commencement Date (time being of the essence), Landlord shall be responsible for the repair and the costs to perform such repair.

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

12.3 Alterations. Tenant shall not make or permit any alterations, decorations, additions or improvements of any kind or nature to the Premises or the Project, whether structural or nonstructural, interior, exterior or otherwise ("Alterations") without the prior written consent of Landlord, said consent not to be unreasonably withheld or delayed. Landlord may impose any reasonable conditions to its consent, including, without limitation: (i) prior approval of the plans and specifications and contractor(s) with respect to the Alterations (provided that Landlord may designate specific contractors with respect to Building systems); (ii) supervision by Landlord's representative, at Tenant's expense, of the Alterations; (iii) proof of worker's compensation insurance and commercial general liability insurance in such amounts and meeting such requirements as reasonably requested by Landlord; (iv) delivery to Landlord of written and unconditional waivers of mechanic's and materialmen's liens as to the Project for all work, labor and services to be performed and materials to be furnished, signed by all contractors, subcontractors, materialmen and laborers participating in the Alterations; (v) delivery of permits, certificates of occupancy, "as-built" plans, and equipment manuals; and (vi) any security for performance or payment that is reasonably required by Landlord. The Alterations shall conform to the requirements of federal, state and local governments having jurisdiction over the Premises, including, without limitation, the ADA, the OSHA General Industry Standard (29 C.F.R. Section 1910.1001, et seq.), and the OSHA Construction Standard (29 C.F.R. Section 1926.1001, et seq.) and shall be performed in accordance with the terms and provisions of this Lease and in a good and workmanlike manner using material of a quality that is at least equal to the quality designated by Landlord as the minimum standard for the Building. All computer,

telecommunications or other cabling, wiring and associated appurtenances (collectively, “Cabling”) installed by Tenant inside any of the interior walls of the Premises, above the ceiling of the Premises, in any portion of the ceiling plenum above or below the Premises, or in any portion of the Common Areas of the Building, including but not limited to any of the shafts or utility rooms of the Building, shall be clearly labeled or otherwise identified as having been installed by Tenant. All Cabling installed by Tenant shall comply with the requirements of the National Electric Code and any other applicable fire and safety codes. Landlord may designate reasonable rules, regulations and procedures for the performance of work in the Building and, to the extent reasonably necessary to avoid disruption to the occupants of the Building, shall have the right to designate the time when Alterations may be performed. If the Alterations are not performed as herein required, Landlord shall have the right, at Landlord’s option, to halt any further Alterations, or to require Tenant to perform the Alterations as herein required or to require Tenant to return the Premises to its condition before such Alterations. All or any part of the Alterations, whether made with or without the consent of Landlord, shall, at the election of Landlord, either be removed by Tenant at its expense before the expiration of the Term or shall remain upon the Premises and be surrendered therewith at the Expiration Date or earlier termination of this Lease as the property of Landlord without disturbance, molestation or injury; provided, Tenant shall not be required to remove any Cabling installed by Tenant anywhere in the Premises. If required by Tenant, Landlord’s election shall be made at the time Landlord approves installation of such Alterations. If Landlord requires the removal of all or part of the Alterations, Tenant, at its expense, shall repair any damage to the Premises or the Project caused by such removal and restore the Premises and the Project to its condition prior to the construction of such Alterations, reasonable wear and tear excepted. If Tenant fails to remove the Alterations upon Landlord’s request and repair and restore the Premises and Project, then Landlord may (but shall not be obligated to) remove, repair and restore the same and the cost of such removal, repair and restoration together with any and all damages which Landlord may suffer and sustain by reason of the failure of Tenant to remove, repair and restore the same, shall be charged to Tenant and paid upon demand. Notwithstanding the foregoing, Tenant may remove any trade fixtures, business equipment, personal property and furniture provided that no Event of Default exists under this Lease and Tenant repairs any damage to the Premises resulting from the removal of such items and restores the Premises to its condition prior to the installation of such items, reasonable wear and tear excepted.

#### 12.4 Mechanics' Liens.

(a) Tenant will pay or cause to be paid all costs and charges for: (i) work done by Tenant or caused to be done by Tenant, in or to the Premises; and (ii) materials furnished for or in connection with such work except as otherwise set forth in Article 11.1. Tenant will indemnify Landlord against and hold Landlord, the Premises, and the Project free, clear and harmless of and from all mechanics' liens and claims of liens, and all other liabilities, liens, claims, and demands on account of such work by or on behalf of Tenant except as otherwise set forth in Article 11.1. If any such lien, at any time, is filed against the Premises, or any part of the Project, Tenant will cause such lien to be discharged of record within 5 days after the filing of such lien, except that if Tenant desires to contest such lien, it will furnish Landlord, within such 5-day period, a bond or other security of the amount of the claim. If a final judgment establishing the validity or existence of a lien for any amount is entered, Tenant will immediately pay and satisfy the same. If Tenant fails to pay any charge for which a mechanic's lien has been filed, and has not given Landlord a bond or other security as described above, Landlord may, at its option, pay such charge and related costs and interest, and the amount so paid, together with attorneys' fees incurred in connection with such lien, will be immediately due from Tenant to Landlord as Additional Rent. If Tenant receives notice that a lien has been or is about to be filed against the Premises or any part of the Project or any action affecting title to the Project has been commenced on account of work done by or for or materials furnished to or for Tenant, it will immediately give Landlord written notice of such notice. At least 15 days prior to the commencement of any work (including, but not limited to, any maintenance, repairs or Alteration) in or to

the Premises, by or for Tenant, Tenant will give Landlord written notice of the proposed work and the names and addresses of the persons supplying labor and materials for the proposed work.

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

### **XIII. SIGNS**

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

13.2 Monument Sign. Subject to and conditioned upon approval under all applicable laws and requirements of any applicable governmental authorities and any recorded documents, Landlord shall, at Tenant's sole cost and expense, install Tenant's name on one sign panel (the "Sign Panel") on the existing exterior monument sign for the Building. The location of the Sign Panel on the Building's monument sign shall be determined by Landlord, and the appearance of the Sign Panel (including, without limitation, the size and location of wording and general appearance thereof) shall be subject to Landlord's prior written approval not to be unreasonably withheld. Subsequent modifications to the Sign Panel shall be at Tenant's sole cost and expense and are subject to Landlord's prior written approval not to be unreasonably withheld. Upon the expiration or earlier termination of this Lease, Landlord shall remove the Sign Panel from the Building's monument sign, and Tenant shall reimburse Landlord for the costs thereof within 30 days of Tenant's receipt of a written demand from Landlord, and if Tenant fails to pay such costs when due the amount due shall bear interest at the rate of the lesser of 15% per annum or the highest amount permitted

by law, from the date due until paid. The provisions of this paragraph shall survive the expiration or termination of this Lease.

13.3 Building Sign. Subject to and conditioned upon approval under all applicable laws and requirements of any applicable governmental authorities and any recorded documents, Tenant shall have the non-exclusive right to install 1 exterior lighted sign on the Building fascia facing 1600 SW 80<sup>th</sup> Terrace (the "Building Sign"), subject to following terms and conditions:

(a) The Building Sign shall only bear the name "Broward County Board of Rules and Appeals".

(b) The precise location of the Building Sign on the Building fascia shall be subject to the prior written approval of Landlord in its sole and absolute discretion (the approved area is herein referred to as the "Signage Area"). Tenant agrees to notify Landlord in writing at least thirty (30) days prior to commencing any installation, maintenance or removal of the Building Sign and provide Landlord with the opportunity to coordinate with Tenant's contractor.

(c) The exact appearance, design, weight, size, color, lettering, location, and manner of installation and illumination of the Building Sign shall be subject to the prior written approval of Landlord, in its sole and absolute discretion not to be unreasonably withheld. Tenant shall deliver to Landlord, for Landlord's review and approval, plans and specifications for the Building Sign and the plans and specifications for the installation thereof, not less than 20 days prior to Tenant commencing installation of the Building Sign. Any approvals by Landlord shall not relieve Tenant of its other obligations relating to the Building Sign.

(d) Within 10 business days of receipt of the plans and specifications, Landlord shall provide Tenant with any comments Landlord has to the plans and specifications for the Building Sign. Tenant shall cause all of the modifications requested by Landlord to be made to the plans and specifications for the Building Sign and Tenant shall re-submit such modified plans and specifications to Landlord. This process shall continue until Landlord has approved the plans and specifications. The Building Sign shall be installed in strict compliance with the plans and specifications approved by Landlord, and the installation shall be performed by contractors reasonably approved by Landlord who shall comply with Landlord's insurance requirements.

(e) Tenant shall obtain all governmental permits or licenses and approvals under any recorded documents required for the installation, repair, maintenance, operation and removal of the Building Sign and shall provide Landlord with evidence thereof. Tenant agrees that Tenant's installation, repair, maintenance, operation and removal of the Building Sign shall be performed in accordance with the terms and conditions of this Lease, any recorded documents and all applicable laws and requirements of governmental authorities, including, but not limited to, all building, electric, communications, and safety codes, ordinances, standards, regulations and requirements of any governmental authority. Tenant shall conduct the installation and maintenance of the Building Sign in a good and workmanlike manner and so as to not unreasonably interfere with any other tenant or occupant of the Building. Tenant agrees that in no event shall the installation or operation of the Building Sign damage the Building structure or structural elements of the Building, or interfere with the maintenance of the Building, any system currently serving the Building, any radio or telecommunications equipment currently being operated from or within the Building or in any manner invalidate or adversely affect any warranties in place on the Building or on any improvements to the Building.

(f) Tenant shall separately meter any electric associated with the Building Sign, at Tenant's expense, and Tenant shall pay to Landlord, as additional rent, on a monthly basis with Tenant's payment of Base Rent, the costs and expenses incurred by Landlord in furnishing electric power for the operation

and/or illumination of the Building Sign (together with any sales tax thereon), unless such bills are in Tenant's name, in which event Tenant shall timely pay such costs and expenses directly to the utility provider. Tenant shall be responsible for any and all other costs and expenses associated with the Building Sign, as additional rent.

(g) The Building Sign shall be and remain the property of the Tenant and Tenant shall prior to the expiration or termination of this Lease remove the Building Sign (including all installation and anchoring hardware) installed in the Signage Area and elsewhere in or upon the Building, and surrender the Signage Area and all other such areas in substantially the same condition existing prior to the installation of the Building Sign, including without limitation, filling and sealing any holes or cavities left by the removal of installation or anchoring hardware, and Tenant shall repaint and/or clean the Signage Area so that it has the same appearance as the rest of the Building fascia.

(h) Tenant shall maintain the Building Sign in good condition and repair and in a neat and attractive condition, including, without limitation, regular replacement of any bulbs and other maintenance necessary for such purposes.

(i) If Tenant fails to comply with any of its obligations as to the Building Sign under this Section, then Landlord may cure such deficiencies, and in the event Landlord incurs any cost or expense in such cure Tenant shall pay Landlord all of Landlord's costs and expenses incurred in connection therewith, upon demand by Landlord.

(j) Landlord shall not be liable to Tenant for any stoppages or shortages of electrical power furnished to the Building Sign because of any act, omission or requirement of the public utility serving the Building, or the act or omission of any other tenant (or their contractors, employees, officers, agents and invitees) of the Building, or for any other cause beyond the reasonable control of Landlord.

(k) Tenant shall protect, defend, indemnify and save Landlord and its members, agents, employees, other tenants, licensees and invitees harmless from and against any and all obligations, costs (including costs of litigation and attorneys' fees), expenses, claims, damages and liabilities of any nature whatsoever arising out of or in connection with the existence, installation, construction, operation, repair, maintenance and/or removal of the Building Sign, unless such liability arises solely because of the gross negligence or willful misconduct of Landlord, its employees, agents or contractors.

(l) All of Landlord's costs and expenses reasonably associated with the Building Sign, including, without limitation, the cost of Landlord's contractors, engineers and consultants incurred in connection with the review and approval of any plans and specifications for the Building Sign and installation thereof and the maintenance and/or removal of the Building Sign and supervision of any of Tenant's work related to the Building Sign shall be paid by Tenant to Landlord within 30 days of Tenant's receipt of an invoice from Landlord except those costs and expenses arising from the gross negligence or willful misconduct of Landlord or its agent(s). ..

(m) The rights relating to the Building Sign granted to Tenant in this Section shall be personal to the named Tenant on this Lease and any assignee pursuant to a Permitted Transfer and shall be deemed null and void in the event of any assignment of all or any part of this Lease or sublease of all or any portion of the Premises. In addition, Tenant's rights relating to the Building Sign under this Section shall automatically terminate upon the occurrence of either: (i) Tenant no longer occupies and does business from at least 19,269 rentable square feet of office space in the Building, or (ii) any default by Tenant under this Lease beyond any applicable notice and cure period. In the event of any termination of the signage rights under this Subsection, Tenant shall remove the Building Sign and repair the damage in accordance with the terms of this Section.

(n) Tenant's obligations under this Section shall survive the expiration or termination of this Lease.

#### **XIV. RIGHT OF ENTRY**

Tenant shall permit Landlord or its Agents to enter the Premises without charge therefor to Landlord and without diminution of Rent or claim of constructive eviction: (i) to clean, inspect and protect the Premises and the Project; (ii) to make such alterations and repairs to the Premises or any portion of the Building, including other tenants' premises, which Landlord determines to be reasonably necessary; (iii) to exhibit the same to prospective purchaser(s) of the Building or the Project or to present or future Mortgagees; or (iv) to exhibit the same to prospective tenants during the last 9 months of the Term. Landlord will endeavor to minimize, as reasonably practicable, any interference with Tenant's business and shall provide Tenant with prior notice of entry into the Premises (which may be given verbally), except with respect to the provision of janitorial services after Normal Business Hours or in the event of an apparent emergency condition arising within or affecting the Premises that endangers or threatens to endanger property or the safety of individuals.

#### **XV. INSURANCE**

15.1 Certain Insurance Risks. Tenant will not do or permit to be done any act or thing upon the Premises or the Project which would: (i) jeopardize or be in conflict with fire insurance policies covering the Project, and fixtures and property in the Project; or (ii) increase the rate of fire insurance applicable to the Project to an amount higher than it otherwise would be for general office use of the Project; or (iii) subject Landlord to any liability or responsibility for injury to any person or persons or to property by reason of any business or operation being conducted upon the Premises.

15.2 Landlord's Insurance. At all times during the Term, Landlord will carry and maintain:

- (a) Fire and extended coverage insurance covering the Building, its equipment and common area furnishings, and leasehold improvements in the Premises to the extent of any initial build out of the Premises by Landlord;
- (b) Bodily injury and property damage insurance; and
- (c) Such other insurance as Landlord reasonably determines from time to time.

The insurance coverages and amounts in this Section 15.2 will be determined by Landlord in an exercise of its reasonable discretion.

15.3 Tenant's Insurance. On or before the earlier to occur of (i) the Commencement Date; or (ii) the date Tenant commences any work of any type in the Premises pursuant to this Lease (which may be prior to the Commencement Date) and continuing throughout the Term, Tenant will carry and maintain, at Tenant's expense, the following insurance, in the minimum amounts specified below or such other amounts as Landlord may from time to time reasonably request, with insurance companies and on forms reasonably satisfactory to Landlord:

- (a) Commercial general liability insurance, with a combined single occurrence limit and aggregate of not less than \$1,000,000. All such insurance will be on an occurrence ISO form including without limitation, bodily injury, property damage, personal injury, advertising injury, products and

completed operations liability, and contractual liability coverage for the performance by Tenant of the indemnity agreements set forth in this Lease;

(b) A policy of cause of loss-specialty property insurance coverage at least equal to ISO Special Form Causes of Loss and covering all of Tenant's furniture and fixtures, machinery, equipment, stock and any other personal property owned and used in Tenant's business and found in, on or about the Project, and any leasehold improvements to the Premises in excess of any initial buildout of the Premises by Landlord, in an amount not less than the full replacement cost;

(c) Worker's compensation insurance insuring against and satisfying Tenant's obligations and liabilities under the worker's compensation laws of the state in which the Premises are located, including employer's liability insurance in the limit of \$1,000,000 aggregate;

(d) If Tenant operates owned, hired, or nonowned vehicles on the Project, comprehensive automobile liability will be carried at a limit of liability not less than \$1,000,000 combined bodily injury and property damage;

(e) Umbrella liability insurance in excess of the underlying coverage listed in **paragraphs (a), (c) and (d)** above, with limits of not less than \$4,000,000 per occurrence/\$4,000,000 aggregate;

(f) Loss of income and extra expense insurance and contingent business income insurance in amounts as will reimburse Tenant for direct or indirect loss of earning attributable to all perils insured against under the ISO Causes of Loss - Special Form Coverage, or attributable to prevention of access to the Premises as a result of such perils. Such insurance shall provide for an extended period of indemnity to be not less than 12 months; and

(g) All insurance required under this **Section 15.3** shall be issued by such good and reputable insurance companies qualified to do and doing business in the state in which the Premises are located and having a policyholder rating of not less than "A" and a financial rating of "VIII" in the most current copy of Best's Insurance Report in the form customary to this locality.

Notwithstanding anything to the contrary contained in this Lease, Landlord will allow Tenant the right to self-insure, in whole or in part, the risks that would otherwise be covered by the insurance policies required to be maintained by Tenant by the terms of **Section 15.3** of this Lease provided that the Self Insurance Conditions (as defined below) are satisfied, and only during the period that they are and remain satisfied. The term "**Self-Insurance Conditions**" as used herein shall mean: (i) Tenant is not in default under the Lease, (ii) Tenant keeps Landlord apprised in writing at all times as to which insurance coverages are being self-insured by Tenant by providing Landlord with current certificates of insurance from Broward County Risk Management, and (iii) Tenant governs and manages (either internally or through a third-party administrator) its self-insurance program, and maintains sufficient reserves on its balance sheet committed to its self-insurance program liabilities, in a commercially reasonable manner consistent with comparable programs managed by prudent businesses. If Tenant desires to exercise its right to self-insure, Tenant shall so notify Landlord in writing and Tenant shall thereupon (a) subject to the limitations as provided in Section 768.28, Florida Statutes, assume the risks of and pay the costs, expenses, damages, claims, losses, and liabilities which would have been insured under the insurance policies otherwise required of Tenant under **Section 15.3** of this Lease, if and to the same extent that a third party insurance company would have paid those amounts if the insurance company were insuring those risks under the policies described in **Section 15.3** of this Lease, and (b) accept Landlord's tender of defense for any claims within the scope of such insurance which would have been issued, and Tenant's election to self-insure shall not affect any rights or waivers under this Lease (including the aforementioned waiver of subrogation). In no event shall the self-

insured provisions be applicable to any subtenant or assignee (other than an affiliate of Tenant). All such self-insurance shall operate on a primary and non-contributory basis to any insurance or self-insurance of Landlord.

15.4 Forms of the Policies. Landlord and its affiliates, Landlord's management company, Landlord's Mortgagee (as defined in **Article XXI**), and such other parties as Landlord shall designate to Tenant who have an insurable interest in the Premises or Project shall be: (i) named as additional insureds (other than for Worker's Compensation) and have waiver of subrogation rights with respect to the coverages provided for under **Section 15.3 (a), (c), (d) and (e)**, and (ii) as loss payees as their interest may appear with respect to the coverage provided under **Section 15.3 (b)**. Certificates of insurance together with any endorsements providing the required coverage will be delivered to Landlord prior to Tenant's occupancy of the Premises and from time to time at least 30 days prior to expiration of the term, material change, reduction in coverage, or other termination thereof. All commercial general liability and property policies (including any umbrella policies in excess of such policies) herein required to be maintained by Tenant will be written as primary policies, not contributing with and not supplemental to the coverage that Landlord may carry. Commercial general liability insurance required to be maintained by Tenant by this **Article XV** will not be subject to a deductible or any self-insured retention.

15.5 Waiver of Subrogation. Landlord and Tenant each waive and shall cause their respective insurance carriers to waive any and all rights to recover against the other or against the Agents of such other party for any loss or damage to such waiving party (including deductible amounts) arising from any cause covered by any property insurance required to be carried by such party pursuant to this **Article XV** or any other property insurance actually carried by such party to the extent of the limits of such policy. Tenant agrees to cause all other occupants of the Premises claiming by, under or through Tenant, to execute and deliver to Landlord and its affiliates, Landlord's management company, and Landlord's Mortgagee such a waiver of claims and to obtain such waiver of subrogation rights endorsements .

15.6 Adequacy of Coverage. Landlord makes no representation that the limits of liability specified to be carried by Tenant pursuant to this **Article XV** are adequate to protect Tenant and Tenant should obtain such additional insurance or increased liability limits as Tenant deems appropriate. Furthermore, in no way does the insurance required herein limit the liability of Tenant assumed elsewhere in this Lease.

## **XVI. SERVICES AND UTILITIES**

16.1 Ordinary Services to the Premises. Landlord shall furnish to the Premises throughout the Term so long as the Premises are occupied: (i) heating, ventilation, and air conditioning ("HVAC") appropriate for the Permitted Use during Normal Business Hours (as defined in the Rules and Regulations), except for legal holidays observed by the federal government; (ii) reasonable janitorial service for normal office use, including trash removal from the Premises; (iii) reasonable use of all existing basic intra-Building and/or Project telephone and network cabling; (iv) hot and cold water from points of supply; (v) restrooms; (vi) elevator service, provided that Landlord shall have the right to remove such elevators from service as may reasonably be required for moving freight or for servicing or maintaining the elevators or the Building; and (vii) proper facilities to furnish sufficient electrical power for Building standard lighting, facsimile machines, personal computers, printers, copiers and other customary business equipment, but not including electricity and air conditioning units required for equipment of Tenant that is in excess of Building standard. The cost of all services provided by Landlord hereunder shall be included within Operating Expenses, unless charged directly (and not as a part of Operating Expenses) to Tenant or another tenant of the Building. Landlord may establish reasonable measures to conserve energy and water.

16.2 Additional Services. Should Tenant desire any additional services beyond those described in **Section 16.1**, or a rendition of any of such services outside the normal times for providing such service, Landlord may (at Landlord's option), upon reasonable advance notice from Tenant to Landlord, furnish such services, and Tenant agrees to pay Landlord upon demand Landlord's additional expenses resulting therefrom, including, without limitation, an administration fee to Landlord of 5%. Landlord may, from time to time during the Term, set a charge for such additional services, or a per hour charge for additional or after hours service which shall include the utility, service, labor, and administrative costs and a cost for depreciation of the equipment used to provide such additional or after hours service.

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

16.4 Meters. In the event Tenant's electrical usage exceeds normal business office usage levels as reasonably determined by Landlord, Landlord reserves the right to separately meter or monitor the utility services provided to the Premises, at Tenant's expense, and bill the charges directly to Tenant, or to separately meter any other tenant and bill the charges directly to such tenant and to make appropriate adjustments to the Operating Expenses based on the meter charges.

16.5 Utility Charges. All telephone and other utility service used by Tenant in the Premises shall be paid for directly by Tenant except to the extent the cost of same is included within Operating Expenses.

16.6 After-Hours HVAC Service to the Premises. Notwithstanding the provisions of **Section 16.2** above, if Tenant requests that HVAC service furnished by Landlord to the Premises be provided to all

or any portion of the Premises during periods in addition to Normal Business Hours, then Landlord shall use commercially reasonable efforts to furnish such service to Tenant provided that Tenant shall notify Landlord at least 24 hours in advance of such extra service usage. Landlord's initial charge for after-hours HVAC service shall be \$50.00 per hour, per zone (with a 2-hour minimum during each occurrence), subject to increases upon written notification from Landlord; provided that the first 20 hours of after-hours HVAC service during any calendar year shall be provided to Tenant at no cost to Tenant (provided that, for purposes of clarity, Tenant shall not be able to roll any unused hours of free after-hours HVAC service into any subsequent calendar year). Landlord shall bill all charges in connection with such after-hours HVAC usage directly to Tenant on a monthly basis. Tenant shall reimburse Landlord in full within 30 days of receipt of bill. Tenant's obligations with respect to such after-hours HVAC shall be in addition to and not in lieu of its obligation to pay its Proportionate Share of the HVAC costs for the Building in accordance with **Article VI** hereof.

## **XVII. LIABILITY OF LANDLORD**

17.1 **Indemnification.** Except to the extent caused by the gross negligence or willful misconduct of Landlord and subject to the waiver of subrogation set forth in **Section 15.5**, Tenant will neither hold nor attempt to hold Landlord, its Agents or Mortgagee liable for, and Tenant will indemnify, hold harmless and defend (with counsel reasonably acceptable to Landlord) Landlord, its Agents and Mortgagee, from and against, any and all demands, claims, causes of action, fines, penalties, damages, liabilities, judgments, and expenses (including, without limitation, reasonable attorneys' fees) incurred in connection with or arising from (i) the use or occupancy or manner of use or occupancy of the Premises or the Common Areas by Tenant or its Agents; (ii) any activity, work or thing done, permitted or suffered by Tenant or its Agents in or about the Premises or the Project; (iii) any acts, omissions or negligence of Tenant or its Agents; (iv) any breach, violation or nonperformance by Tenant or its Agents of any term, covenant or provision of this Lease or any law, ordinance or governmental requirement of any kind; and (v) any injury or damage to the person, property or business of Tenant or its Agents, including, without limitation, to vehicles (or the contents thereof) of Tenant or Tenant's Agent's that are parked in the Parking Facilities, whether incurred in connection with the removal of any vehicles of Tenant or its Agents that are parked in violation of this Lease, the Rules and Regulations or otherwise.

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

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

## **XVIII. RULES AND REGULATIONS**

Tenant and its Agents shall at all times abide by and observe the Rules and Regulations set forth in **Exhibit B** and any amendments thereto that may reasonably be promulgated from time to time by Landlord for the operation and maintenance of the Project and the Rules and Regulations shall be deemed to be covenants of this Lease to be performed and/or observed by Tenant. Nothing contained in this Lease shall be construed to impose upon Landlord any duty or obligation to enforce the Rules and Regulations, or the terms or provisions contained in any other lease, against any other tenant of the Project except to the extent where any violation of the Rules and Regulations materially impacts the use of the Premises and quiet enjoyment of same by Tenant. Landlord shall not be liable to Tenant for any violation by any party of the Rules and Regulations or the terms of any other Project lease, provided that this sentence shall not waive Landlord's obligations to Tenant under the terms and conditions of this Lease. If there is any inconsistency between this Lease (other than **Exhibit B**) and the then current Rules and Regulations, this Lease shall govern.

## **XIX. DAMAGE; CONDEMNATION**

19.1 **Damage to the Premises.** If the Premises or the Building shall be damaged by fire or other casualty, Landlord shall diligently and as soon as practicable after such damage occurs (taking into account the time necessary to effect a satisfactory settlement with any insurance company involved) repair such damage at the expense of Landlord; provided, however, that Landlord's obligation to repair such damage shall not exceed the proceeds of insurance available to Landlord (reduced by any proceeds retained pursuant to the rights of Mortgagee) and shall be limited to the obligations set forth in Article 11 of this Lease. In addition, subject to any requirements of Landlord's lenders and insurance carriers, Landlord agrees to work with Tenant, in good faith, to effectuate Landlord's repair and restoration obligations under this Section 19.1 as soon as practical after the date such damage occurs. Notwithstanding the foregoing, if the Premises or the Building are damaged by fire or other casualty to such an extent that, in Landlord's reasonable judgment, the damage cannot be substantially repaired within 270 days after the date of such damage, or if the Premises are substantially damaged during the last Lease Year, then: (i) Landlord may terminate this Lease as of the date of such damage by written notice to Tenant; or (ii) Tenant may terminate this Lease as of the date of such damage by written notice to Landlord within 10 days after (a) Landlord's delivery of a notice that the repairs cannot be made within such 270-day period (Landlord shall use reasonable efforts to deliver to Tenant such notice within 60 days of the date of such damage or casualty); or (b) the date of damage, in the event the damage occurs during the last year of this Lease; failing which, Tenant's right to terminate pursuant to this Section shall be deemed waived. Without limitation to the foregoing, if the Premises or the Building are damaged by fire or other casualty and Landlord's reasonable estimate of the cost to repair such damage exceeds the proceeds of insurance available to Landlord (reduced by any proceeds retained pursuant to the rights of Mortgagee) or no such proceeds are available to Landlord, then Landlord shall not be obligated to incur expenses in excess of such insurance proceeds to repair such damage and may terminate this Lease as of the date of such damage by written notice to Tenant. Rent shall be apportioned and paid to the date of such damage. Tenant shall promptly repair and restore, at Tenant's sole expense, the Premises to their condition existing immediately prior to their damage or destruction in accordance with its obligations set forth in Article 11 of this Lease.

During the period that Tenant is deprived of the use of the damaged portion of the Premises, Rent shall be reduced by the ratio that the Rentable Square Footage of the Premises damaged bears to the total Rentable Square Footage of the Premises before such damage. All injury or damage to the Premises or the Project resulting from the gross negligence or willful misconduct of Tenant or its Agents shall be repaired by Landlord, at Tenant's expense, subject to the waivers in **Section 15.5**, and Rent shall not abate nor shall Tenant be entitled to terminate this Lease. Notwithstanding anything herein to the contrary, Landlord shall

not be required to rebuild, replace, or repair any of the following: (i) specialized Tenant improvements as reasonably determined by Landlord; (ii) Alterations; or (iii) personal property of Tenant.

19.2 Condemnation. If 20% or more of the Building or 50% or more of the Land shall be taken or condemned by any governmental or quasi-governmental authority for any public or quasi-public use or purpose (including, without limitation, sale under threat of such a taking), then the Term shall cease and terminate as of the date when title vests in such governmental or quasi-governmental authority, and Rent shall be prorated to the date when title vests in such governmental or quasi-governmental authority. If less than 20% of the Building or 50% of the Land is taken or condemned by any governmental or quasi-governmental authority for any public or quasi-public use or purpose (including, without limitation, sale under threat of such a taking), Basic Rent and Tenant's Proportionate Share shall be reduced by the ratio that the Rentable Square Footage of the portion of the Premises so taken bears to the Rentable Square Footage of the Premises before such taking, effective as of the date when title vests in such governmental or quasi-governmental authority, and this Lease shall otherwise continue in full force and effect. Tenant shall have no claim against Landlord (or otherwise) as a result of such taking, and Tenant hereby agrees to make no claim against the condemning authority for any portion of the amount that may be awarded as compensation or damages as a result of such taking; provided, however, that Tenant may, to the extent allowed by law, claim an award for moving expenses and for the taking of any of Tenant's property (other than its leasehold interest in the Premises) which does not, under the terms of this Lease, become the property of Landlord at the termination hereof, as long as such claim is separate and distinct from any claim of Landlord and does not diminish Landlord's award. Tenant hereby assigns to Landlord any right and interest it may have in any award for its leasehold interest in the Premises.

## **XX. DEFAULT OF TENANT**

20.1 Events of Default. Each of the following shall constitute an Event of Default: (i) Tenant fails to pay Rent within three days after notice from Landlord; provided that no such notice shall be required if at least one (1) such notice shall have been given during the previous 12 months; (ii) Tenant fails to observe or perform any other term, condition or covenant herein binding upon or obligating Tenant within 10 days after notice from Landlord; provided, however, that if Landlord reasonably determines that such failure cannot be cured within said 10-day period, then Landlord may in its reasonable discretion extend the period to cure the default for up to an additional 20 days provided Tenant has commenced to cure the default within the 10-day period and diligently pursues such cure to completion (notwithstanding the foregoing, if Landlord provides Tenant with notice of Tenant's failure to observe or perform any term, condition or covenant under this **Subsection (ii)** on one (1) or more occasions during any 12 month period, then Tenant's subsequent violation shall, at Landlord's option, be deemed an Event of Default immediately upon the occurrence of such failure, regardless of whether Landlord provides Tenant notice, or Tenant has commenced the cure of the same); (iii) Tenant abandons or vacates the Premises or fails to take occupancy of the Premises within 90 days after the Commencement Date; (iv) Tenant fails to execute and return a subordination agreement or estoppel within the time periods provided for in **Article XXI** or **Section 24.4**; (v) Tenant makes or consents to a general assignment for the benefit of creditors or a common law composition of creditors, or a receiver of the Premises for all or substantially all of Tenant's assets is appointed; (vi) Tenant hereafter files a voluntary petition in any bankruptcy or insolvency proceeding, or an involuntary petition in any bankruptcy or insolvency proceeding is filed against Tenant and is not discharged by Tenant within 60 days; or (vii) Tenant fails to immediately remedy or discontinue any hazardous conditions which Tenant has created or permitted in violation of law or of this Lease. Any notice periods provided for under this **Section 20.1** shall run concurrently with any statutory notice periods and any notice given hereunder may be given simultaneously with or incorporated into any such statutory notice.

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

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

(b) Declare all Rent and charges due hereunder to be immediately due and payable and thereupon all such amounts due to the end of the Term shall thereupon be accelerated; provided, however, such accelerated amounts shall be discounted to their then present value on the basis of a three percent (3%) per annum discount from the respective dates that such amounts would have been paid hereunder. In the event that any charges due hereunder cannot be exactly determined as of the date of acceleration, the amount of such charges shall be determined by Landlord in a reasonable manner based on historical increases in such charges. Notwithstanding the foregoing, if Landlord elects the acceleration remedy in this Section 20.2(b), then Landlord may only accelerate Rent, from time to time, in 2 year intervals. If Landlord so accelerates payment of Rent as provided in this Section 20.2(b) and receives full payment from Tenant of such amount, then Landlord shall account to Tenant for the net amounts (taking into consideration marketing/advertising costs, legal expenses, brokerage commissions, "free rent", moving costs, or other incentives granted, and the cost of improvements to the Premises/Building required by replacement tenants) actually collected by Landlord as a result of any reletting of the Premises.

(c) If Landlord elects to terminate Tenant's right to possession of the Premises without terminating this Lease, Tenant shall continue to be liable for all Rent, Rental Deficiency and all other Damages, except to the extent otherwise provided under Section 20.3, and Landlord may (but shall not be

obligated to) relet the Premises, or any part thereof, to a substitute tenant or tenants, for a period of time equal to or lesser or greater than the remainder of the Term of this Lease on whatever terms and conditions Landlord, at Landlord's sole discretion, deems advisable. Notwithstanding any provision in this **Section 20.2(c)** to the contrary, Landlord may (i) at any time after reletting the Premises elect to exercise its rights under **Section 20.2(b)** for such previous breach; and (ii) upon the default of any substitute tenant or upon the expiration of the lease term of such substitute tenant before the expiration of the Term of this Lease, either relet to still another substitute tenant or exercise its rights under **Section 20.2(b)**. For the purpose of such reletting Landlord is authorized to decorate or to make any repairs, changes, alterations or additions in or to the Premises that may be necessary.

(d) Take any lawful judicial action, to (i) reenter the Premises, repossess the Premises and exclude Tenant and other occupants from the Premises, and/or (ii) make such payment or do such act as Landlord determines is necessary (without obligation to do so) to cure the Event of Default or otherwise satisfy Tenant's obligations under the terms of this Lease. Tenant agrees to reimburse Landlord on demand for any expenses which Landlord may incur in connection with the foregoing actions, which expenses shall bear interest until paid at the Interest Rate, and that Landlord shall not be liable for any damages resulting to Tenant from such actions.

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

(f) [Intentionally Deleted].

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

20.3 **Mitigation of Damages.** Notwithstanding the foregoing, if Landlord terminates Tenant's right of possession of the Premises and Tenant is not occupying any portion of the Premises, then Landlord hereby agrees to use commercially reasonable efforts to mitigate its damages following any Event of Default by Tenant hereunder. Tenant agrees that if Landlord markets the Premises in a manner substantially similar to the manner in which Landlord markets other space in the Building, then Landlord shall be deemed to have used commercially reasonable efforts to mitigate damages. Tenant shall continue to be liable for all Rent (whether accruing prior to, on or after the date of termination of this Lease or Tenant's right of possession and/or pursuant to the holdover provisions of **Section 22.2** below) and Damages, except to the extent that Tenant pleads and proves by clear and convincing evidence that Landlord fails to exercise commercially reasonable efforts to mitigate damages to the extent required under this **Section 20.3** and that Landlord's failure caused an avoidable and quantifiable increase in Landlord's damages for unpaid Rent. Without limitation to the foregoing, Landlord shall not be deemed to have failed to mitigate damages, or to have failed to use efforts required by law to do so, because: (i) Landlord leases other space in the Building which is vacant prior to re-letting the Premises; (ii) Landlord refuses to relet the Premises to any Related Entity of Tenant, or any principal of Tenant, or any Related Entity of such principal; (iii) Landlord refuses to relet the Premises to any person or entity whose creditworthiness is not acceptable to Landlord in the exercise of its reasonable discretion; (iv) Landlord refuses to relet the Premises to any person or entity because the use proposed to be made of the Premises by such prospective tenant is not general office use of a type and nature consistent with that of the other tenants in the portions of the Building leased or held

for lease for general office purposes as of the date Tenant defaults under this Lease (by way of illustration, but not limitation, call center or other high-density use, government offices, consular offices, doctor's offices or medical or dental clinics or laboratories, or schools would not be uses consistent with that of other tenants in the Building), or such use would, in Landlord's reasonable judgment, impose unreasonable or excessive demands upon the Building systems, equipment or facilities; (v) Landlord refuses to relet the Premises to any person or entity, or any affiliate of such person or entity, who has been engaged in litigation with Landlord or any of its affiliates; (vi) Landlord refuses to relet the Premises because the tenant or the terms and provisions of the proposed lease are not approved by the holders of any liens or security interests in the Building, or would cause Landlord to be in default of, or to be unable to perform any of its covenants or obligations under, any agreements between Landlord and any third party; (vii) Landlord refuses to relet the Premises because the proposed tenant is unwilling to execute and deliver Landlord's standard lease form or such tenant requires improvements to the Premises to be paid at Landlord's cost and expense; (viii) Landlord refuses to relet the Premises to a person or entity whose character or reputation, or the nature of such prospective tenant's business, would not be acceptable to Landlord in its reasonable discretion; (ix) Landlord refuses to expend any material sums of money to market the Premises in excess of the sums Landlord typically expends in connection with the marketing of other space in the Building. As used in this **Section 20.3**, an "affiliate" means a person or entity that controls, is controlled by, or is under common control with another person or entity.

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

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

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

20.7 [Intentionally Deleted].

## **XXI. MORTGAGES**

This Lease is subject and subordinate to all ground or underlying leases (each a "Ground Lease") and to any mortgage, deed of trust, security interest, or title retention interest now or hereafter affecting the Land, Building or Project (each a "Mortgage") and to all renewals, modifications, consolidations,

replacements and extensions thereof. This subordination shall be self-operative; however, in confirmation thereof, Tenant shall, within 10 days of receipt thereof, execute any instrument that Landlord, any ground lessor under a Ground Lease (“Ground Lessor”) or any holder of any note or obligation secured by a Mortgage (the “Mortgagee”) may request confirming such subordination. Notwithstanding the foregoing, before any foreclosure sale under a Mortgage or termination of a Ground Lease, the Mortgagee or Ground Lessor, as applicable, shall have the right to subordinate the Mortgage or Ground Lease, as applicable, to this Lease, in which case, in the event of such foreclosure or termination, this Lease may continue in full force and effect and Tenant shall attorn to and recognize as its landlord, as applicable, the Ground Lessor or the purchaser at foreclosure of Landlord's interest under this Lease. Tenant shall, upon the request of a Mortgagee, Ground Lessor or purchaser at foreclosure, execute, acknowledge and deliver any instrument that has for its purpose and effect the subordination of any Ground Lease or the lien of any Mortgage to this Lease or Tenant's attornment to such Ground Lessor or purchaser of Landlord's interest under this Lease, as applicable. Notwithstanding the foregoing, upon written request by Tenant after the Commencement Date, Landlord will use commercially reasonable efforts to obtain a subordination, non-disturbance and attornment agreement from Landlord's then current Mortgagee on such Mortgagee's then current standard form of agreement. “Reasonable efforts” of Landlord shall not require Landlord to incur any cost, expense or liability to obtain such agreement, it being agreed that Tenant shall be responsible for any fee or review costs charged by the Mortgagee. Upon request of Landlord, Tenant will execute the Mortgagee's form of subordination, non-disturbance and attornment agreement and return the same to Landlord for execution by the Mortgagee. Landlord's failure to obtain a subordination, non-disturbance and attornment agreement for Tenant shall have no effect on the rights, obligations and liabilities of Landlord and Tenant or be considered to be a default by Landlord hereunder.

## **XXII. SURRENDER; HOLDING OVER**

22.1 Surrender of the Premises. Tenant shall peaceably surrender the Premises to Landlord on the Expiration Date or earlier termination of this Lease, in broom-clean condition and in as good condition as when Tenant took possession, including, without limitation, the repair of any damage to the Premises caused by the removal of any of Tenant's personal property, Alterations, or trade fixtures from the Premises, except for reasonable wear and tear and loss by fire or other casualty (as provided for in Article XIX). If Tenant fails to surrender the Premises to Landlord on or before the Expiration Date or the earlier termination of this Lease in the condition required under this Section 22.1, including without limitation, the removal of all trade fixtures, equipment, furniture, inventory, effects and Alterations from the Premises and the repair of any damage to the Premises caused by such removal, then Tenant shall be deemed to be holding over in the Premises and the terms and provisions of Section 22.2 below shall apply. Tenant's obligation to observe and perform this covenant will survive the expiration or other termination of this Lease.

22.2 Holding Over. In the event that Tenant shall not immediately surrender the Premises to Landlord on the Expiration Date or earlier termination of this Lease, including removing all trade fixtures, equipment, furniture, inventory, effects and Alterations from the Premises, Tenant shall be deemed to be a tenant-at-sufferance, without claim of right pursuant to the terms and provisions of this Lease, except the daily Basic Rent shall be (i) 150% (for the first 30 days of holdover) or (ii) 200% (for each day thereafter) of the daily Basic Rent in effect on the Expiration Date or earlier termination of this Lease (computed on the basis of a 30 day month). If Landlord is unable to deliver possession of the Premises to a new tenant, or to perform improvements for a new tenant, as a result of Tenant's holdover, Tenant shall be liable to Landlord for all damages, including, without limitation, special or consequential damages, if Tenant holds over in the Premises for 90 days or more, that Landlord suffers from the holdover.

### **XXIII. QUIET ENJOYMENT**

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

### **XXIV. MISCELLANEOUS**

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

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

24.3 Brokers. Landlord recognizes Landlord's Broker and Tenant's Broker, if any, listed in Section 1.16 of the Lease, as the sole brokers procuring this Lease. Landlord shall pay the entire commission to Landlord's Broker pursuant to a separate agreement between Landlord and Landlord's Broker, after which Landlord's Broker shall pay Tenant's Broker its portion of the commission pursuant to an agreement between Landlord's Broker and Tenant's Broker. Landlord and Tenant each represents and warrants to the other that it has dealt with no broker, agent, finder or other person other than Broker(s) relating to this Lease. Landlord shall indemnify and hold Tenant harmless, and Tenant shall indemnify and hold Landlord harmless, from and against any and all loss, costs, damages or expenses (including, without limitation, all attorney's fees and disbursements) by reason of any claim of liability to or from any broker or person arising from or out of any breach of the indemnitor's representation and warranty.

24.4 Estoppel Certificate. Tenant shall, without charge, at any time and from time to time, within 10 business days after request therefor by Landlord, execute, acknowledge and deliver to Landlord a written estoppel certificate certifying, as of the date of such estoppel certificate, the following: (i) that this Lease is unmodified and in full force and effect (or if modified, that this Lease is in full force and effect as modified and setting forth such modifications); (ii) that the Term has commenced (and setting forth the Commencement Date and Expiration Date); (iii) that Tenant is presently occupying the Premises; (iv) the amounts of Basic Rent and Additional Rent currently due and payable by Tenant; (v) that any Tenant Work or Alterations required by this Lease to have been made by Landlord have been made to the satisfaction of Tenant; (vi) that there are no existing set-offs, charges, liens, claims or defenses against the enforcement of any right hereunder, including, without limitation, Basic Rent or Additional Rent (or, if alleged, specifying the same in detail); (vii) that no Basic Rent (except the first installment thereof) has been paid more than 30 days in advance of its due date; (viii) that Tenant has no knowledge of any then uncured default by Landlord of its obligations under this Lease (or, if Tenant has such knowledge, specifying the same in detail); (ix) that Tenant is not in default; (x) that the address to which notices to Tenant should be sent is as set forth in this Lease (or, if not, specifying the correct address); and (xi) any other certifications reasonably requested by Landlord. In the event Tenant fails to deliver to Landlord an estoppel certificate as required by this Section within the specified 10 business day period, Tenant shall be conclusively presumed to have adopted and affirmed the contents of the form of estoppel certificate delivered to Tenant by Landlord, and any prospective mortgagee, purchaser, or other third-party may rely on the accuracy of such estoppel certificate as if executed and affirmed by Tenant.

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

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

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

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

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

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

24.11 [Intentionally Deleted].

24.12 Attorneys' Fees. If either Landlord or Tenant commences, engages in, or threatens to commence or engage in any legal action or proceeding against the other party (including, without limitation, litigation or arbitration) arising out of or in connection with this Lease, the Premises, or the Project (including, without limitation (a) the enforcement or interpretation of either party's rights or obligations under this Lease (whether in contract, tort, or both) or (b) the declaration of any rights or obligations under

this Lease), the prevailing party shall be entitled to recover from the losing party reasonable attorneys' fees, together with any costs and expenses, incurred in any such action or proceeding, including any attorneys' fees, costs, and expenses incurred on collection and on appeal.

24.13 Interpretation. This Lease is governed by the laws of the state in which the Project is located. Furthermore, this Lease shall not be construed against either party more or less favorably by reason of authorship or origin of language.

24.14 Limitation of Liability. Neither Landlord nor its shareholders, partners, members, managers, directors, officers or employees, whether disclosed or undisclosed, shall have any personal liability under any provision of this Lease. If Landlord defaults in the performance of any of its obligations hereunder or otherwise, Tenant shall look solely to Landlord's equity, interest and rights in the Building for satisfaction of Tenant's remedies on account thereof, including, subject to the rights of any Mortgagee, Landlord's interest in the rents of the Building and any insurance proceeds payable to Landlord. Before filing suit for an alleged default by Landlord, Tenant shall give Landlord and any Mortgagee(s) of whom Tenant has been notified, notice and a reasonable time to cure any alleged default. Landlord or any successor owner shall have the right to transfer and assign to a third party, in whole or part, all of its rights and obligations hereunder and in the Building and Land, and in such event, all liabilities and obligations on the part of the original Landlord, or such successor owner, under this Lease occurring thereafter, shall terminate as of the day of such sale, and thereupon all such liabilities and obligations shall be binding on the new owner.

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

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

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

24.18 Memorandum of Lease. Neither Landlord nor Tenant shall record this Lease or a memorandum thereof without the written consent of the other.

24.19 [Intentionally Deleted].

24.20 [Intentionally Deleted].

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

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

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

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

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

24.26 [Intentionally Deleted].

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

24.28 Anti-Terrorism. Tenant represents and warrants to and covenants with Landlord that (i) neither Tenant nor any of its owners or affiliates currently are, or shall be at any time during the term hereof, in violation of any laws relating to terrorism or money laundering (collectively, the "Anti-Terrorism Laws"), including without limitation Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001, and regulations of the U.S. Treasury Department's Office of Foreign Assets Control (OFAC) related to Specially Designated Nationals and Blocked Persons (SDN's OFAC Regulations), and/or the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 107-56) (the "USA Patriot Act"); (ii) neither Tenant nor any of its owners, affiliates, investors, officers, directors, employees, vendors, subcontractors or agents is or shall be during the term hereof a "Prohibited Person" which is defined as follows: (1) a person or entity owned or controlled by, affiliated with, or acting for or on behalf of, any person or entity that is identified as an SDN on the then-most current list published by OFAC at its official website, <http://www.treas.gov/offices/eotffc/ofac/sdn/t11sdn.pdf>, or at any replacement website or other replacement official publication of such list, and (2) a person or entity who is identified as or affiliated with a person or entity designated as a terrorist, or associated with terrorism or money laundering pursuant to regulations promulgated in connection with the USA Patriot Act; and (iii) Tenant has taken appropriate steps to understand its legal obligations under the Anti-Terrorism Laws and has implemented appropriate procedures to assure its continued compliance with such laws. Tenant hereby agrees to defend, indemnify,

and hold harmless Landlord, its officers, directors, agents and employees, from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing representations, warranties and covenants. At any time and from time-to-time during the term, Tenant shall deliver to Landlord within 10 days after receipt of a written request therefor, a written certification or such other evidence reasonably acceptable to Landlord evidencing and confirming Tenant's compliance with this paragraph

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

24.30 Green Initiatives. The parties agree it is in their mutual best interest that the Building and Premises be operated and maintained in a manner that is environmentally responsible, fiscally prudent, and provides a safe and productive work environment. Accordingly, Tenant shall endeavor to conduct its operations in the Building and within the Premises to: (1) minimize to the extent reasonably feasible: (i) direct and indirect energy consumption and greenhouse gas emissions; (ii) water consumption; (iii) the amount of material entering the waste stream; and (iv) negative impacts upon the indoor air quality of the Building; and (2) permit the Building to achieve and maintain its LEED rating and an Energy Star label, to the extent applicable. Landlord shall endeavor to operate and maintain the Common Area to minimize to the extent reasonably feasible: (i) direct and indirect energy consumption and greenhouse gas emissions; (ii) water consumption; (iii) the amount of material entering the waste stream; and (iv) negative impacts upon the indoor air quality of the Building. In addition, if requested by Landlord or a governmental entity having jurisdiction over the Premises, Tenant shall report to Landlord and such requesting entity the Tenant's utility usage and such other related information as may be requested within the time required by the governmental entity or such other reasonable time frame as may be requested by Landlord or, at Landlord's option, provide any written authorization or other documentation required for Landlord to request information regarding Tenant's utility usage with respect to the Premises directly from the applicable utility company.

## **XXV. RIGHT OF FIRST OFFER**

Provided Tenant is not in default under this Lease beyond any applicable grace period, if at any time during the Term, any contiguous space located on the first floor of the Building becomes available for leasing (the "ROFO Space"), then prior to leasing the ROFO Space to a third party, Landlord shall provide notice to Tenant (the "ROFO Notice") of the availability of the ROFO Space and the terms on which Landlord would lease such space to Tenant, and Tenant shall have the option to lease the ROFO Space on the terms set forth in the ROFO Notice and in accordance with the terms of this article. These rights shall apply only as to the entire ROFO Space that is available for leasing and may not be exercised as to only a portion of such space. Notwithstanding the foregoing, if Landlord has received an offer to lease all or part of the ROFO Space from a third party and such offer includes space in excess of the ROFO Space, Tenant must exercise its rights hereunder, if at all, as to all of the space contained in the ROFO Notice. The ROFO Space shall not be considered "available for leasing", and Tenant shall have no rights under this article with respect to the ROFO Space if (a) the then tenant under an expiring lease of such space desires to renew or extend its lease (regardless of whether such tenant shall now or at such time have a right or option to renew or extend or whether such renewal or extension is under new arrangements between such tenant and Landlord); (b) any tenant of the Project possesses any type of expansion right as to the ROFO Space that

has been granted before the Date of Lease or is contained in a lease entered into after the Date of Lease for space as to which Tenant did not elect to exercise its rights under this Section; or (c) a tenant of the Project is being relocated to the ROFO Space by the Landlord pursuant to a relocation provision in the tenant's lease. If Tenant fails to exercise the option by delivering written notice to Landlord of Tenant's election within 5 business days following Tenant's receipt of the ROFO Notice, or if Tenant timely exercised the option but Landlord and Tenant are not able, for any reason, to execute a mutually agreed upon amendment to this Lease to incorporate applicable ROFO Space within 30 days after Tenant's receipt of such amendment from Landlord, *TIME BEING OF THE ESSENCE*, then the rights of Tenant to lease the ROFO Space shall terminate at the sole option of Landlord, and, thereafter, Landlord shall be free to rent the space which was the subject of the ROFO Notice to whomever Landlord wishes and on whatever terms it desires. The option, if exercised, is irrevocable. If the option is exercised, Landlord and Tenant shall enter into an amendment to this Lease reflecting the expansion of the Premises on the terms of this article. The terms of such amendment shall provide among other things for a proportional increase of Tenant's Proportionate Share of the Building and the Parking Space Allocation. If the option is exercised, the terms of this Lease, including the obligation to pay Rent, shall commence as to the ROFO Space as of the date (the "ROFO Space Commencement Date") which is the earlier of: (i) date when Tenant shall take possession of the ROFO Space for the conduct of its business; or (ii) the date of substantial completion of any tenant improvements to the ROFO Space contemplated under the ROFO Notice and provided for in the amendment to this Lease. Substantial completion shall mean the date that a Certificate of Occupancy or its equivalent, including a Temporary or Conditional Certificate of Occupancy, a Certificate of Completion or Certificate of Final Inspection, is issued by the appropriate local governmental entity concerning the improvements to the ROFO Space, or if no such Certificate will be issued for the ROFO Space, the date on which the improvements to the ROFO Space are substantially completed so that Tenant may use such space for its intended purpose, notwithstanding that minor punchlist items or insubstantial details as to construction, decoration, or mechanical adjustment remain to be performed. Landlord shall, in accordance with the foregoing, determine the ROFO Space Commencement Date and shall notify Tenant of the date so determined. Tenant shall, if Landlord so requests, thereafter execute a letter confirming the ROFO Space Commencement Date and the expiration date of the Lease Term as to the ROFO Space. The failure of Tenant to execute the letter shall not affect the validity of the ROFO Space Commencement Date as determined by Landlord. The rights granted in this Section shall be subject to the following conditions: (A) the rights granted to Tenant under this Section are personal to the original named Tenant in this Lease; (B) the ROFO Space shall be for the exclusive use of Tenant only; and (C) if less than three years remain in the Term, Tenant may only exercise its rights under this Section if Tenant simultaneously exercises its Renewal Option under Article XXVI.

## **XXVI. RENEWAL OPTION**

26.1 Landlord hereby grants Tenant the option to renew (the "Renewal Option") the Term for one (1) additional term of 60 full calendar months (the "Renewal Term"), commencing as of the date immediately following the expiration of the Term, such option to be subject to the covenants and conditions hereinafter set forth in this Article XXVI.

26.2 Tenant may elect to exercise the Renewal Option as to either (i) Suite 100 in its entirety, (ii) Suite 150 in its entirety, or (iii) the entire Premises (as described in this Lease). Tenant must designate which portion of the Premises Tenant desires to renew for in its Renewal Notice (as defined below). As used below, the term "Premises" shall refer to whichever portion Tenant has elected to renew.

26.3 Tenant shall give Landlord written notice (the "Renewal Notice") of Tenant's election to exercise its Renewal Option at least 270 days prior to the expiration of the Term; provided that Tenant's failure to give the Renewal Notice by said date, whether due to Tenant's oversight or failure to cure any

existing defaults or otherwise, shall render the Renewal Option null and void and of no further force or effect.

26.4 Tenant shall not be permitted to exercise the Renewal Option at any time during which Tenant is in monetary default or natural non-monetary default under the Lease beyond any applicable notice and cure periods. If Tenant fails to cure any substantial, material breach of this lease creating a default under the Lease prior to the commencement of the Renewal Term, subject to applicable notice and cure periods, the Renewal Term shall be immediately cancelled, unless Landlord elects to waive such default, and Tenant shall surrender possession of the Premises to Landlord as of the expiration or earlier termination of the then-current Term.

26.5 Tenant shall be deemed to have accepted the Premises in "as-is" condition as of the commencement of the Renewal Term, subject to any other repair and maintenance obligations of Landlord under the Lease including but not limited to any hidden or concealed defects,, it being understood and agreed that Landlord shall have no additional obligation to renovate or remodel the Premises or any portion of the Building as a result of Tenant's renewal of the Term.

26.6 The covenants and conditions of the Lease in force during the Term, as the same may be modified from time to time, shall continue to be in effect during the Renewal Term, except as follows:

(a) The "Commencement Date" for the purpose of the Lease shall be the first day of the Renewal Term.

(b) The Basic Rent for the Renewal Term shall be an amount equal to the then Fair Market Rental Value of the Premises. The Basic Rent for the Renewal Term shall be an amount equal to the then Fair Market Rental Value of the Premises. "Fair Market Rental Value" of the Premises shall be the then-current market rental rate for comparable sized office premises in the Suburban Plantation office submarket of Broward County, Florida for credit-worthy tenants which rate shall be determined by Landlord in Landlord's sole discretion.

(c) In the event Tenant disagrees with the Fair Market Rental Value determination of Landlord, it shall send Landlord a written notice of its disagreement within ten (10) business days of the date Landlord provides the Fair Market Rental Value determination to Tenant. Landlord and Tenant shall each appoint an expert and said experts shall determine the Fair Market Rental Value. The date upon which the second of said experts is appointed is herein referred to as the "Arbitration Commencement Date". If said experts cannot mutually agree upon the Fair Market Rental Value within ten (10) days after the Arbitration Commencement Date, then within twenty (20) days after the Arbitration Commencement Date, they shall jointly appoint a third expert who shall determine the Fair Market Rental Value on or before the date which is thirty (30) days after the Arbitration Commencement Date. If the two experts selected by Landlord and Tenant cannot agree on a third expert within twenty (20) days after the Arbitration Commencement Date, then the third expert shall be appointed by the American Arbitration Association or its successor (the branch office of which is located in or closest to the Premises), upon request of either Landlord or Tenant, or both, as the case may be. Within ten (10) days after such appointment, said expert shall determine the Fair Market Rental Value. The determination of the third expert shall be final; provided, however, that the third expert shall be required to assign a value to Fair Market Rental Value which shall be one of the two determinations of Fair Market Rental Value made by one of the two experts selected by Landlord and Tenant. In determining Fair Market Rental Value, the experts shall give appropriate consideration to all relevant factors. Each party shall pay for its own costs and expenses in connection with its selection and use of its initial expert. The parties shall share equally in the costs and expenses incurred in connection with the selection and use of the third expert. Each expert appointed pursuant to this paragraph

shall be a licensed real estate broker or M.A.I. appraiser with no less than ten (10) years of commercial real estate experience with office buildings in the relevant market.

(d) Following expiration of the Renewal Term, Tenant shall have no further right to renew or extend the Lease.

26.7 Except for a assignee pursuant to a Permitted Transfer, Tenant's Renewal Option shall not be transferable by Tenant to, or exercisable by, an assignee or subtenant of the Lease, and Tenant's Renewal Option right is terminated automatically in the event of any assignment or sublease of this Lease by Tenant.

26.8 The parties hereby agree that TIME is hereby made OF THE ESSENCE of the Renewal Option described in this Article XXVI.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Lease, with the intent to be legally bound on the day and year first written above.

**LANDLORD:**

**WPIP PLANTATION PROPERTY, LLC**, a  
Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

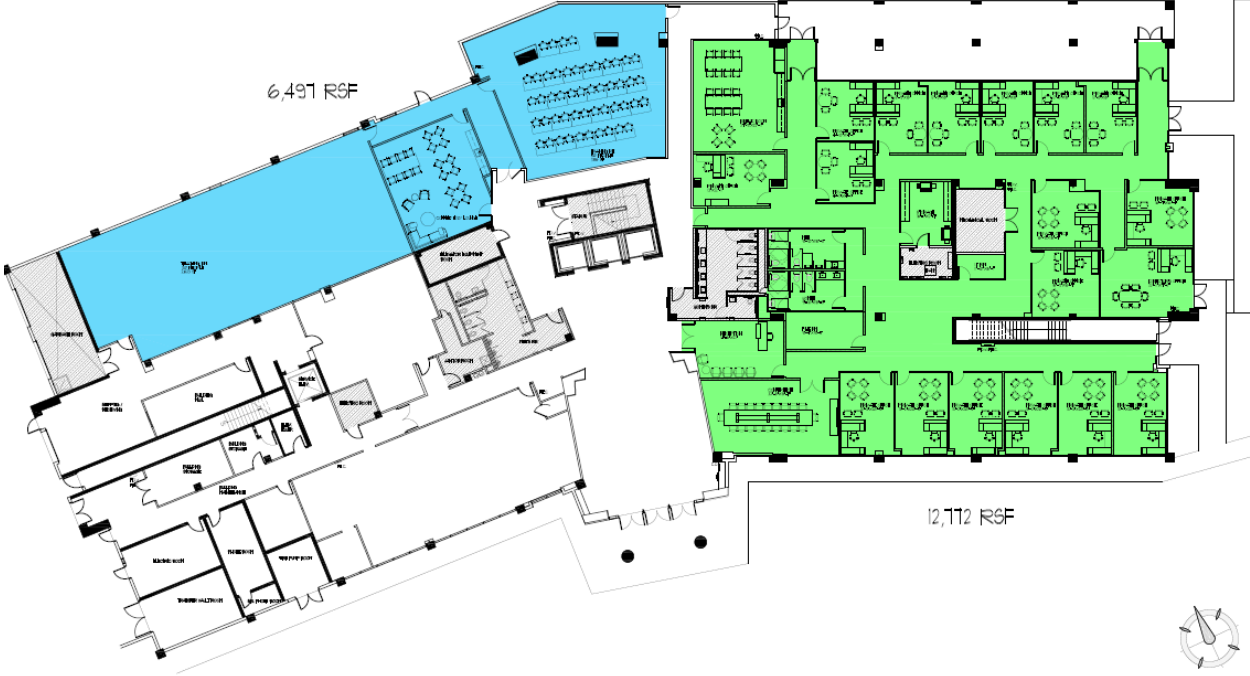
**TENANT:**

**BROWARD COUNTY, FLORIDA**, a political  
subdivision of the State of Florida

By: \_\_\_\_\_  
Name: Dr. Ana Barbosa  
Title: Administrative Director

EXHIBIT A-1

PLAN SHOWING PREMISES



## EXHIBIT A-2

### LEGAL DESCRIPTION OF LAND

Parcel 1 - "Kemper Site 1":

All of Tract C of JACARANDA PARCEL 834, according to the map or plat thereof as recorded In Plat book 133, at Page 28, of the Public Records of Broward County, Florida, LESS that part described as "Lake" on said Plat of JACARANDA PARCEL 834.

AND

That portion of Tract D, according to the Plat of JACARANDA PARCEL 834, as recorded in Plat Book 133, Page 28, of the Public Records of Broward County, Florida, being more particularly described as follows:

Commencing at the Northwest corner of said Tract D, said point being on the arc of a circular curve, concave to the East and to said Point A radial line bears North 70°48'08" West; thence Southerly along the West boundary of said Tract D, along the arc of said curve, having a radius of 470.00 feet and a central angle of 21°38'44", an arc distance of 177.56 feet to the point of tangency; thence South 02°26'51" East, a distance of 67.57 feet to the POINT OF BEGINNING; thence continue along the West boundary line of said Tract D, South 02°26'51" East, a distance of 208.35 feet to the point of curvature of a circular curve, concave to the Northeast; thence Southeasterly along the arc of said curve, having a radius of 320.00 feet and a central angle of 33°55'05", an arc distance of 189.43 feet; thence North 54°49'34" East, a distance of 157.61 feet to a point on the arc of a circular curve concave to the East and to said point a radial line bears South 52°35'50" West; thence Northerly along the arc of said curve having a radius of 192.84 feet and a central angle of 32°20'27", an arc distance of 108.85 feet; thence North 89°49'23" West, a distance of 69.30 feet; thence North 02°11'44" West, a distance of 131.10 feet; thence North 12°14'15" East, a distance of 45.85 feet; thence North 79°49'09" West, a distance of 97.80 feet to the POINT OF BEGINNING.

Said lands situate, lying and being in Broward County, Florida.

Parcel 2 - "Kemper Site 2":

A portion of Tract D, according to the Plat of JACARANDA PARCEL 834, as recorded in Plat Book 133, at Page 28, of the Public Records of Broward County, Florida, being more particularly described as follows:

Commencing at the Northwest corner of said Tract D, said point being on the arc of a circular curve concave to the East and to said Point A, radial line bears North 70°48'08" West; thence Southerly along the West boundary of said Tract D, along the arc of said curve, having a radius of 470.00 feet and a central angle of 3°02'51", an arc distance of 25.00 feet to the POINT OF BEGINNING; thence continue Southerly along the arc of said curve concave to the Southeast, having a radius of 470.00 feet and a central angle of 18°35'51", an arc distance of 152.56 feet to the point of tangency; thence South 02°26'51" East, a distance of 67.57 feet; thence South 79°49'09" East, a distance of 97.80 feet; thence South 12°14'15" West, a distance of 45.85 feet; thence South 02°11'44" East, a distance of 131.10 feet; thence South 89°49'23" East, a distance of 69.30 feet to a point on

the arc of a circular curve concave to the East and to said Point A, radial line bears South 84°56'17" West; thence Southerly along the arc of said curve having a radius of 192.84 feet and a central angle of 32°20'27", an arc distance of 108.85 feet; thence South 54 °49'34" West, a distance of 157 .61 feet to a point on the arc of a circular curve concave to the Northeast and to said Point A, radial line bears South 53°38'04" West; thence Southeasterly along the arc of said curve having a radius of 320.00 feet and a central angle of 38°51'35", an arc distance of 217.03 feet; thence South 75°13'33" East, a distance of 535.66 feet to the point of curvature of a circular curve concave to the North; thence Easterly along the arc of said curve having a radius of 270.00 feet and a central angle of 25°30'28", an arc distance of 120.20 feet; thence North 20°26'06" West, a distance of 348.54 feet; thence North 75°13'33" West, a distance of 321.32 feet; thence North 22°50'26" East, a distance of 90.69 feet; thence North 04°22'48" West, a distance of 76.45 feet to a point on the arc of a circular curve concave to the Northwest and to said Point A, radial line bears South 00°06'30" East; thence Northwesterly along the arc of said curve, having a radius of 400.00 feet and a central angle of 10°41'25", an arc distance of 74.63 feet; thence North 79°25'05" West, a distance of 333.97 feet to the point of curvature of a circular curve concave to the Northeast; thence Northerly along the arc of said curve, having a radius of 75.00 feet and a central angle of 76°02'30", an arc distance of 99.54 feet to the point of compound curvature of a circular curve concave to the East; thence Northerly along the arc of said curve having a radius of 450.00 feet and a central angle of 17°05'17" an arc distance of 134.21 feet to the point of reverse curvature of a circular curve concave to the Southwest; thence Northwesterly along the arc of said curve having a radius of 20.00 feet and a central angle of 88°46'51"; an arc distance of 30.99 feet to the POINT OF BEGINNING.

Said lands situate, lying and being in Broward County, Florida.

Parcel 3 - "Kemper Site 3":

A portion of Tract D, according to the Plat of JACARANDA PARCEL 834, as recorded In Plat Book 133, Page 28, of the Public Records of Broward County, Florida, being more particularly described as follows:

Commencing at the Northwest corner of said Tract D; thence along the North boundary line of said Tract D, South 70°48'08" East, a distance of 254.00 feet; thence continue along the North line of said Tract D, North 85°12'01" East, a distance of 199.79 feet; thence South 04°22'48" East, a distance of 252.42 feet to the POINT OF BEGINNING, said point of beginning being on the arc of a circular curve concave to the Northwest and to said point a radial line bears South 00°06'30" East; thence Northeasterly along the arc of said curve, having a radius of 400.00 feet and a central angle of 49°58'35", an arc distance of 348.90 feet to the point of reverse curvature; thence continue Northeasterly along the arc of said curve having a radius of 150.00 feet and a central angle of 29°37'55", an arc distance of 77.58 feet to the point of reverse curvature; thence continue Northeasterly along the arc of said curve having a radius of 100.00 feet and a central angle of 74°20'49" an arc distance of 129.76 feet to a point on the North line of said Parcel D; thence along said North line, North 85°12'01" East, a distance of 80.78 feet to the Northeast corner of said Tract D; thence South 02°19'59" East along the East line of said Tract D, a distance of 61.65 feet to the point of curvature; thence Southerly along the arc of a circular curve concave to the East, having a radius of 472.20 feet and a central angle of 10°20'5" an arc distance of 85.20 feet to the point of tangency; thence South 12°40'14" East, a distance of 404.20 feet to the point of curvature; thence along the arc of said curve, concave to the Northwest having a radius of 270.00 feet and a central angle of 91°56'13", an arc distance of 433.24

feet; thence North 20°26'06" West, a distance of 348.54 feet; thence North 75°13'33" West, a distance of 321.32 feet; thence North 22°50'26" East, a distance of 90.69 feet; thence North 04°22'48" West, a distance of 76.45 feet to the POINT OF BEGINNING.

Said lands situate, lying and being In Broward County, Florida.

**KEMPER SITE 1, KEMPER SITE 2, AND KEMPER SITE 3 COLLECTIVELY BEING THE SAME PROPERTY DESCRIBED AS FOLLOWS:**

Parcel 1:

All of Tract C of JACARANDA PARCEL 834, according to map or Plat thereof as recorded In Plat Book 133, at Page 28, of the Public Records of Broward County, Florida, LESS that part described as "Lake" on said Plat of Jacaranda Parcel 834.

AND

That portion of Tract D, according to the Plat of JACARANDA PARCEL 834, as recorded In Plat Book 133, at Page 28 of the Public Records of Broward County, Florida, being more particularly described as follows:

Commencing at the NW corner of said Tract D; thence along the Westerly boundary of said Tract D, on the arc of a curve to the left, having a radius of 470 feet and a central angle of 3°02'52"; run Southerly 25 feet to the POINT OF BEGINNING; thence continue along said Westerly boundary on the arc of said curve to the left, having a radius of 470 feet and a central angle of 18°35'51 " , run Southerly 152.26 feet to a point of tangency; thence S. 2°26'51" E, 275.92 feet along said Westerly boundary, being the tangent extended, to a point of curvature of a curve to the left; thence along said Westerly boundary on the arc of said curve to the left, having a radius of 320 feet and a central angle of 47°42'20", run Southeasterly 266.44 feet; thence run N. 39°50'49" E, 190.72 feet along a line radial to the last described course; thence run N. 2°26'51" W, 256.57 feet along a line 233 feet East of, as measured at right angles, and parallel with said Westerly boundary of Tract D, thence run N. 79°25'05" W, 158.95 feet to a point of curvature of a curve to the right; thence along the arc of said curve to the right, having a radius of 75 feet and a central angle of 76°02'30", run Northwesterly 99.54 feet to a point of compound curvature; thence along the arc of a curve to the right, having a radius of 450 feet and a central angle of 17°05'17", run Northerly 134.21 feet to a point of reverse curvature; thence along the arc of a curve to the left, having a radius of 20 feet and a central angle of 88°46'51 " , run Northwesterly 30.99 feet to the POINT OF BEGINNING.

Parcel 2:

Tract D, according to the Plat of JACARANDA PARCEL 834, as recorded in Plat Book 133, at Page 28, of the Public Records of Broward County, Florida; EXCEPTING THEREFROM that portion thereof being more particularly described as follows:

Commence at the Northwest corner of said Tract D; thence along the Westerly boundary of said Tract D, on the arc of a curve to the left, having a radius of 470 feet and a central

angle of 3°02'52", run Southerly 25 feet to the POINT OF BEGINNING; thence continue along said Westerly boundary on the arc of said curve to the left, having a radius of 470 feet and a central angle of 18°35'51", run Southerly 152.26 feet to a point of tangency; thence run South 2°26'51" East, 275.92 feet along said Westerly boundary, being the tangent extended, to a point of curvature of a curve to the left, thence along said Westerly boundary on the arc of said curve to the left, having a radius of 320 feet and a central angle of 47°42'20", run Southeasterly, 265.44 feet; thence run North 39°50'49" East, 190.72 feet along a line radial to the last described course; thence run North 2°26'51" West, 256.57 feet along a line 233 feet East of, as measured at right angles, and parallel with said Westerly boundary of Tract D; thence run North 79°25'05" West, 158.95 feet to a point of curvature of a curve to the right; thence along the arc of said curve to the right, having a radius of 75 feet and a central angle of 76°02'30", run Northwesterly 99.54 feet to a point of compound curvature; thence along the arc of a curve to the right, having a radius of 450 feet and a central angle of 17°05'17", run Northerly 134.21 feet to a point of reverse curvature; thence along the arc of a curve to the left, having a radius of 20 feet and a central angle of 88°46'51" , run Northwesterly 30.99 feet to the POINT OF BEGINNING, and EXCEPTING THEREFROM that portion thereof described as follows:

That portion of Tract D, according to the Plat of JACARANDA PARCEL 834, as recorded in Plat Book 133, at Page 28, of the Public Records of Broward County, Florida, described as follows:

Commencing at the Northeast corner of said Tract D; thence run South 85°12'01" West, (on a grid bearing) 80.79 feet along the Northerly boundary of said Tract D, to the POINT OF BEGINNING, being a point of curvature of a curve running Southwesterly to the right; thence along the arc of said curve to the right (the Southwesterly projection of the last described course being radial to said curve) having a radius of 100 feet and a central angle of 74°20'49", run Southwesterly 129.76 feet to a point of reverse curvature; thence along the arc of a curve to the left, having a radius of 150 feet and a central angle of 29°37'55", run Southwesterly, 77.58 feet to a point of reverse curvature; thence along the arc of a curve to the right, having a radius of 400 feet and a central angle of 60°40', run Southwesterly and Northwesterly 423.53 feet to a point of tangency; thence run North 79°25'05" West, 333.97 feet along the tangent extended to a point of curvature of a curve to the right; thence along the arc of said curve to the right, having a radius of 75 feet and a central angle of 76°02'30", run Northwesterly 99.54 feet to a point of compound curvature; thence along the arc of a curve to the right, having a radius of 450 feet and a central angle of 17°05'17", run Northerly 134.21 feet to a point of reverse curvature; thence along the arc of a curve to the left, having a radius of 20 feet and a central angle of 88°46'51" , run Northwesterly 30.99 feet to a point of Intersection with the arc of a curve running Northeasterly to the right, a radial at said point bearing South 73°51' East; thence along the arc of said curve to the right, having a radius of 470 feet and a central angle of 3°02'52", run Northeasterly 25 feet to the Northwest corner of said Tract D; thence run South 70°48'08" East 254 feet along the Northerly boundary of said Tract D to a point of intersection; thence run North 85°12'01" East, 654.05 feet along said Northerly boundary, to the POINT OF BEGINNING.

Said lands situate in the City of Plantation, Broward County, Florida.

## EXHIBIT B

### RULES AND REGULATIONS

1. No part or the whole of the sidewalks, plaza areas, entrances, passages, courts, elevators, vestibules, stairways, corridors or halls of the Project shall be obstructed or encumbered by Tenant or used for any purpose other than ingress and egress to and from the Premises. Tenant shall not have access to the roof of the Building, unless accompanied by a representative of Landlord.

2. No equipment, furnishings, personal property or fixtures shall be placed on any balcony of the Building without first obtaining Landlord's written consent. No awnings or other projections shall be attached to the exterior walls of the Building. No skylight, window, door or transom of the Building shall be covered or obstructed by Tenant, and no window shade, blind, curtain, screen, storm window, awning or other material shall be installed or placed on any window or in any window of the Premises except as approved in writing by Landlord. If Landlord has installed or hereafter installs any shade, blind or curtain in the Premises, Tenant shall not remove the same without first obtaining Landlord's written consent thereto.

3. No showcases or other articles shall be put in front of or affixed to any part of the exterior of the Building, nor placed in the Common Area.

4. Tenant shall not place or permit its Agents to place any trash or other objects anywhere within the Project (other than within the Premises) without first obtaining Landlord's written consent.

5. The water and wash closets and other plumbing fixtures shall not be used for any purposes other than those for which they were constructed, and no sweepings, rubbish bags or other substances (including, without limitation, coffee grounds) shall be thrown therein.

6. Tenant shall not mark, paint, drill into or in any way deface any part of the Project or the Premises. No boring, cutting or stringing of wires shall be permitted.

7. No cooking shall be done or permitted in the Building by Tenant or its Agents except that Tenant may install and use microwave ovens. Tenant shall not cause or permit any unusual or objectionable odors to emanate from the Premises.

8. The Premises shall not be used for the manufacturing or storage of merchandise.

9. Tenant shall not make or permit any unseemly or disturbing noises or disturb or interfere with other tenants or occupants of the Project or neighboring buildings or premises by the use of any musical instrument, radio, television set, other audio device, unmusical noise, whistling, singing or in any other way.

10. Nothing shall be thrown out of any doors, windows or skylights or down any passageways.

11. No additional locks or bolts of any kind shall be placed upon any of the doors or windows of the Premises, nor shall any changes be made in locks or the mechanism thereof without prior notice to and the approval of Landlord. Tenant shall, upon the termination of its Lease, return to Landlord all keys to the Premises and other areas furnished to, or otherwise procured by, Tenant. In the event of the loss of any such keys or card keys, as applicable, Tenant shall pay Landlord the cost of replacement keys.

12. Tenant shall not use or occupy or permit any portion of the Premises to be used or occupied as an employment bureau or for the storage, manufacture or sale of liquor, narcotics or drugs. Tenant shall not engage or pay any employees in the Building except those actually working for Tenant in the Building,

and Tenant shall not advertise for non-clerical employees giving the Building as an address. The Premises shall not be used, or permitted to be used, for lodging or sleeping or for any immoral or illegal purpose.

13. Landlord reserves the right to control and operate the Common Area in such manner as it deems best for the benefit of the Project tenants. Landlord may exclude from all or a part of the Common Area at all hours, other than during Normal Business Hours, all unauthorized persons. "Normal Business Hours" shall be deemed to be between the hours of 8:00 A.M. and 6:00 P.M. Monday through Friday and, upon request by Tenant, between the hours of 8:00 A.M. and 1:00 P.M. Saturday, but excluding Building holidays. Tenant shall be responsible for all visitors, invitees, agents and employees of Tenant who enter the Building and Project on Building holidays and during other than Normal Business Hours and shall be liable to Landlord for all acts of such persons.

14. Tenant shall have the responsibility for the security of the Premises and, before closing and leaving the Premises at any time, Tenant shall see that all entrance doors are locked and all lights and office equipment within the Premises are turned off, and Landlord shall have no responsibility relating thereto. Landlord will not be responsible for any lost or stolen personal property, equipment, money or jewelry from Tenant's area or Common Areas regardless of whether such loss occurs when the area is locked against entry or not.

15. Requests and requirements of Tenant shall be attended to only upon application at the office of Landlord. Project employees shall not be required to perform any work outside of their regular duties unless under specific instructions from Landlord.

16. Vending, canvassing, soliciting and peddling in the Building are prohibited, and Tenant shall cooperate in seeking their prevention.

17. In connection with the delivery or receipt of merchandise, freight or other matter, no hand trucks or other means of conveyance shall be permitted, except those equipped with rubber tires, rubber side guards or such other safeguards as Landlord may require.

18. No animals of any kind shall be brought into or kept about the Building by Tenant or its Agents, except Seeing Eye dogs for the visually impaired.

19. No vending machines shall be permitted to be placed or installed in any part of the Project by Tenant without the permission of Landlord. Landlord reserves the right to place or install vending machines in the Project (other than in the Premises).

20. Tenant shall not allow in the Premises, on a regular basis, more than one person for each two hundred fifty (250) leasable square feet of the Premises.

21. So that the Building may be kept in a good state of cleanliness, Tenant shall permit only Landlord's employees and contractors to clean its Premises unless prior thereto Landlord otherwise consents in writing. Tenant shall provide adequate waste and rubbish receptacles, cabinets, bookcases, map cases, etc. necessary to prevent unreasonable hardship to Landlord in discharging its obligation regarding cleaning service.

22. Tenant shall keep the windows and doors of the Premises (including, without limitation, those opening on corridors and all doors between any room designed to receive heating or air conditioning service and room(s) not designed to receive such service) closed while the heating or air conditioning system is operating in order to minimize the energy used by, and to conserve the effectiveness of, such systems.

23. The elevator designated for freight by Landlord will be available for use by all tenants in the Building during the hours and pursuant to such procedures as Landlord may determine from time to time. The persons employed to move Tenant's equipment, material, furniture or other property in or out of the Building must be acceptable to Landlord. The moving company must be a locally recognized professional mover, whose primary business is the performing of relocation services, and must be bonded and fully insured. A certificate or other verification of such insurance must be received and approved by Landlord prior to the start of any moving operations. Insurance must be sufficient in Landlord's sole opinion, to cover all personal liability, theft or damage to the Project, including, but not limited to, floor coverings, doors, walls, elevators, stairs, foliage and landscaping. Special care must be taken to prevent damage to foliage and landscaping during adverse weather. All moving operations will be conducted at such times and in such a manner as Landlord will direct, and all moving will take place during non-business hours unless Landlord agrees in writing otherwise. Tenant will be responsible for the provision of Building security during all moving operations, and will be liable for all losses and damages sustained by any party as a result of the failure to supply adequate security. Landlord will have the right to prescribe the weight, size and position of all equipment, materials, furniture or other property brought into the Building. Heavy objects will, if considered necessary by Landlord, stand on wood strips of such thickness as is necessary properly to distribute the weight. Landlord will not be responsible for loss of or damage to any such property from any cause, and all damage done to the Building by moving or maintaining such property will be repaired at the expense of Tenant. Landlord reserves the right to inspect all such property to be brought into the Building and to exclude from the Building all such property which violates any of these Rules and Regulations or the Lease of which these Rules and Regulations are a part. Supplies, goods, materials, packages, furniture and all other items of every kind delivered to or taken from the Premises will be delivered or removed through the entrance and route designated by Landlord, and Landlord will not be responsible for the loss or damage of any such property unless such loss or damage results from the negligence of Landlord or its Agents.

24. Neither Landlord nor any operator of the Parking Facilities within the Project, as the same are designated and modified by Landlord, in its sole discretion, from time to time will be liable for loss of or damage to any vehicle or any contents of such vehicle or accessories to any such vehicle, or any property left in any of the Parking Facilities, resulting from fire, theft, vandalism, accident, conduct of other users of the Parking Facilities and other persons, or any other casualty or cause. Further, Tenant understands and agrees that: (i) Landlord will not be obligated to provide any traffic control, security protection or operator for the Parking Facilities; (ii) Tenant uses the Parking Facilities at its own risk; and (iii) Landlord will not be liable for personal injury or death, or theft, loss of or damage to property.

25. Tenant (including Tenant's Agents) will use the Parking Space Allocation solely for the purpose of parking passenger model cars, small vans and small trucks and will comply in all respects with any rules and regulations that may be promulgated by Landlord from time to time with respect to the Parking Facilities. The Parking Facilities may be used by Tenant or its Agents for occasional overnight parking of vehicles. Tenant will ensure that any vehicle parked in any of the Parking Space Allocation will be kept in proper repair and will not leak excessive amounts of oil or grease or any amount of gasoline. If any of the Parking Space Allocation are at any time used: (i) for any purpose other than parking as provided above; (ii) in any way or manner reasonably objectionable to Landlord; or (iii) by Tenant after default by Tenant under the Lease, Landlord, in addition to any other rights otherwise available to Landlord, may consider such default an Event of Default under the Lease.

26. Tenant's right to use the Parking Facilities will be in common with other tenants of the Project and with other parties permitted by Landlord to use the Parking Facilities. Landlord reserves the right to assign and reassign, from time to time, particular parking spaces for use by persons selected by Landlord provided that Tenant's rights under the Lease are preserved. Landlord will not be liable to Tenant for any unavailability of Tenant's designated spaces, if any, nor will any unavailability entitle Tenant to any refund, deduction, or allowance. Tenant will not park in any numbered space or any space designated as:

RESERVED, HANDICAPPED, VISITORS ONLY, or LIMITED TIME PARKING (or similar designation).

27. If the Parking Facilities are damaged or destroyed, or if the use of the Parking Facilities is limited or prohibited by any governmental authority, or the use or operation of the Parking Facilities is limited or prevented by strikes or other labor difficulties or other causes beyond Landlord's control, Tenant's inability to use the Parking Space Allocation will not subject Landlord or any operator of the Parking Facilities to any liability to Tenant and will not relieve Tenant of any of its obligations under the Lease and the Lease will remain in full force and effect.

28. Tenant has no right to assign or sublicense any of its rights in the Parking Space Allocation, except as part of a permitted assignment or sublease of the Lease; however, Tenant may allocate the Parking Space Allocation among its employees.

29. Tenant shall cooperate with Landlord in keeping its Premises neat and clean.

30. Smoking of cigarettes, pipes, cigars or any other substance is prohibited at all times within the Premises, elevators, common area restrooms and any other interior common area of the Building or Project and there shall be no smoking of any kind within 25 feet from any entrance to the Building or Parking Facilities.

31. If required by Landlord, each tenant is required to participate in the Building's recycling or other trash management program, as well as any green initiatives that may be in effect from time to time. This includes compliance with all instructions from the Building's recycling or other vendor which Landlord shall distribute to each tenant from time to time. Each tenant shall store all trash and garbage within its premises or in such other areas specifically designated by Landlord. No materials shall be placed in the trash boxes or receptacles in the Building unless such materials may be disposed of in the ordinary and customary manner of removing and disposing of trash and garbage and will not result in a violation of any law or ordinance governing such disposal. All garbage and refuse disposal shall be only through entryways and elevators provided for such purposes and at such times as Landlord shall designate.

32. These Rules and Regulations are in addition to, and shall be construed to modify and amend the terms, covenants, agreements and conditions of the Lease; provided, however, in the event of any inconsistency between the terms and provisions of the Lease and the terms and provisions of these Rules and Regulations, the terms and provisions of the Lease shall control.

33. Tenant shall give Landlord prompt notice of any accidents to or defects in the water pipes, gas pipes, electric lights and fixtures, heating apparatus, or any other service equipment.

34. Tenant and its Agents shall not bring into the Building or keep on the Premises any bicycle or other vehicle without the written consent of Landlord.

35. Landlord reserves the right to amend these Rules and Regulations and to make such other and further reasonable Rules and Regulations as, in its judgment, may from time to time be needed and desirable.

36. Tenant will refer all contractors, contractors' representatives and installation technicians rendering any service for Tenant to Landlord for Landlord's supervision and/or approval before performance of any such contractual services. This shall apply to all work performed in the Building, including, but not limited to, installation of telephones, telegraph equipment, electrical devices and attachments, and installations of any and every nature affecting floors, walls, woodwork, trim, windows, ceilings, equipment or any other physical portion of the Building. None of this work will be done by Tenant without first obtaining Landlord's written approval.

**EXHIBIT C**

**CONFIRMATION OF COMMENCEMENT DATE**

THIS CONFIRMATION OF COMMENCEMENT DATE is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between **WPIP PLANTATION PROPERTY, LLC**, a Delaware limited liability company (“Landlord”), and **BROWARD COUNTY, FLORIDA**, a political subdivision of the State of Florida (“Tenant”).

Landlord and Tenant entered into a Lease dated \_\_\_\_\_ (the “Lease”) for an aggregate of approximately 19,269 Rentable Square Feet commonly known as Suites 100 and 150 (the “Premises”) of the building located at 1601 SW 80<sup>th</sup> Terrace, Plantation, Florida 33324.

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

- 2. Landlord and Tenant hereby agree that:
- 3. The Commencement Date of the Lease is \_\_\_\_\_.
- b. The Expiration Date of the Lease is \_\_\_\_\_.
- 4. Tenant hereby confirms that:
- 5. it has accepted possession of the Premises pursuant to the terms of the Lease;
  - b. the Lease has not been modified, altered, or amended except as follows: \_\_\_\_\_; and
  - c. on the date hereof, the Lease is in full force and effect.
- 6. This Confirmation, and each and all of the provisions hereof shall inure to the benefit of, or bind, as the case may require, the parties hereto and their respective successors and assigns.

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

LANDLORD:  
**WPIP PLANTATION PROPERTY, LLC**, a  
Delaware limited liability company

TENANT:  
**BROWARD COUNTY, FLORIDA**, a political  
subdivision of the State of Florida

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
  
Date: \_\_\_\_\_

**EXHIBIT D**

**WORK AGREEMENT**

**Tenant Improvements:**

1. **Definitions.** The following terms shall have the following definitions: (a) "**Plans**" shall mean the construction plans and specifications for the improvements to the Premises; (b) "**Tenant Improvements**" shall mean all of the work described in the Plans (subject to the Changes paragraph below) and any extra work or changes performed under revisions to the Plans; (c) "**Work Cost**" shall mean the aggregate of (i) engineering and architectural fees for the Tenant Improvements, plus (ii) filing fees, permit costs, governmental testing, and requirements of applicable law and governmental authorities incurred for or necessitated by the Tenant Improvements, including costs of compliance with the ADA resulting from the work (including, but not limited to, tests required to comply with environmental and other laws), plus (iii) all costs of demolition of any existing improvements in the Premises, plus (iv) the actual cost of all labor, supplies, and materials furnished in connection with the Tenant Improvements, including all costs associated with extra work or change orders, plus (v) 5% of the total Work Cost, including extra work or change orders, representing Landlord's fee for overhead and supervision; and (d) "**Building Standard**" shall mean the type, brand, grade, or quality of materials Landlord designates from time to time to be the minimum quality to be used in the Building or, as the case may be, the exclusive type, brand, grade, or quality of material to be used in the Building.

2. **Plans.**

2.1 **Space Plan.** Within ten (10) Business Days after Tenant's execution of this Lease, Tenant shall meet with Landlord's Architect or another design consultant selected by Landlord (the "**Architect**") to discuss the nature and extent of all improvements that Tenant proposes to install in the Premises and, at such meeting, provide the Architect with all necessary data and information needed by the Architect to prepare an initial Space Plan for the Tenant Improvements as required by this paragraph. Landlord shall thereafter deliver to Tenant a space plan prepared by the Architect depicting the Tenant Improvements to be installed in the Premises (the "**Space Plan**"). Tenant shall notify Landlord whether it approves of the Space Plan within five (5) Business Days after Landlord's submission of it to Tenant. If Tenant disapproves of the Space Plan Tenant shall specify in reasonable detail the reasons for such disapproval, in which case Landlord shall revise the Space Plan in accordance with Tenant's objections and submit it to Tenant for its review and approval. Tenant shall notify Landlord in writing whether it approves of the resubmitted Space Plan within five (5) Business Days after its receipt of the revised plan. This process shall be repeated until the Space Plan has been finally approved by Tenant and Landlord. If Tenant fails to notify Landlord that it disapproves of the Space Plan within three Business Days (or, in the case of a resubmitted Space Plan, within one Business Day) after the submission of the plan to Tenant, then Tenant shall be deemed to have approved the Space Plan in question.

2.2 **Final Plans.** The Plans shall be prepared by the Landlord's Architect. Landlord shall cause the Plans to be prepared based on the approved Space Plan and deliver them to Tenant for its review and approval (which approval shall not be unreasonably withheld, conditioned, or delayed). Tenant shall notify Landlord whether it approves of the Plans within ten (10) Business Days after Landlord's submission of them to Tenant. If Tenant disapproves of the Plans Tenant shall specify in reasonable detail the reasons for such disapproval, in which case Landlord shall revise the Plans in accordance with Tenant's objections and submit the revised Plans to Tenant for its review and approval. Tenant shall notify Landlord in writing whether it approves of the resubmitted Plans within five (5) Business Day after its receipt of the revised Plans. This process shall be repeated until the Plans have been finally approved by Tenant and Landlord. If Tenant fails to notify Landlord that it disapproves of the Plans within three Business Days (or, in the case of resubmitted Plans, within one Business Day) after the submission of the Plans to Tenant, then

Tenant shall be deemed to have approved the Plans in question. Any delay caused by Tenant's unreasonable withholding of its consent or delay in giving its written approval as to such Plans shall constitute a Tenant Delay. If the Plans are not fully approved (or deemed approved) by both Landlord and Tenant by the 15th Business Day after the delivery of the initial draft of the Plans to Tenant, then each day after such time period that such Plans are not fully approved (or deemed approved) by both Landlord and Tenant shall constitute a Tenant Delay.

3. **Contractor.** Landlord will obtain at least three (3) bids from general contractors – two of which shall be selected by Landlord and the third shall be selected by Tenant. Landlord shall select from the bidding general contractors the general contractor to perform the Tenant Improvements (taking into consideration the amount of the bids and the responsiveness of the bids).

4. **Performance of Improvements.** Landlord shall perform the Tenant Improvements in a good and workmanlike manner, using Building Standard materials. Other than as set forth in the preceding sentence, Landlord has made no representation or promise as to the condition of the Premises. Tenant has inspected the Premises and is fully familiar with the physical condition of the Premises, and shall accept the Premises in its then existing "as-is," "where-is" condition. Landlord shall not perform any work other than the Tenant Improvements and shall not perform any work as to any portions of the Premises not specifically addressed in the description of the Tenant Improvements.

5. **Building Standard/Conflicts.** All of the Tenant Improvements to be performed by Landlord shall incorporate Building Standard materials, provided that, Landlord shall have the right to make reasonable substitutions. In the case of any conflict between the Tenant Improvements described in this Exhibit and those shown in the Plans, the Plans shall control. Any unused allowance shall be credited toward Base Rent.

6. **Changes.** Tenant shall have the right to make changes in the Tenant Improvements by submitting to Landlord written requests for changes. Each such change must receive the prior written approval of Landlord, such approval not to be unreasonably withheld, conditioned, or delayed; however, (a) if the change would adversely affect (in the sole discretion of Landlord) the Building's structure or the Building's systems (including restrooms or mechanical rooms) or the exterior of the Premises or areas outside the Premises, including Common Areas, or (b) if Landlord determines that the change might materially delay the then anticipated substantial completion date, Landlord may withhold its consent to the change in its sole and absolute discretion. If the Work Cost of any changes, as estimated by the contractor and approved by Landlord, will exceed any remaining balance of the Tenant Improvement Allowance (after deducting the most current estimate of the Work Cost before the change in question), Tenant shall pay to Landlord the amount of the excess within ten (10) Business days of receipt of a notice from Landlord as to the amount. Such payments by Tenant shall not be considered Additional Rent.

7. **Tenant Improvement Allowance.** If and for as long as Tenant is not in default under this Lease beyond any applicable grace period, Tenant shall be entitled to a tenant improvement allowance in the amount up to, but not to exceed, \$1,252,485.00 ("**Tenant Improvement Allowance**" or "**Allowance**"). The Tenant Improvement Allowance shall be applied to the Work Cost, together with Tenant's actual, out-of-pocket costs and expenses in connection with the purchase or installation of Tenant's wiring of telephone, data and communications, fixtures, furniture or equipment in the Premises. Tenant shall pay the entire amount of the Work Cost which is in excess of the Allowance (the "**Excess Costs**"). Within sixty (60) days after receipt of Landlord's estimate of the anticipated Work Cost, Tenant shall pay Landlord, in cash, 100% of the estimated Excess Costs. Landlord shall have no obligation to proceed with any Tenant Improvements until its receipt from Tenant of the Excess Costs. The payment of any such amounts by Tenant shall not be considered Additional Rent. Tenant shall receive a credit against Rent for any unused portion of the Allowance, if the Work Cost is less than the Allowance. Upon final completion of the Tenant Improvements, Landlord will provide a final accounting of the Work Cost and Tenant shall pay any Excess

Costs not previously paid by Tenant within thirty (30) days after receipt of Landlord's invoice. Notwithstanding anything herein to the contrary, nothing herein shall be deemed or construed to be a representation or warranty on behalf of Landlord that the Work Costs will not exceed the Tenant Improvement Allowance. Such payments by Tenant shall not be considered Additional Rent. Tenant's right to application of the Tenant Improvement Allowance shall expire 545 days after the Commencement Date. Any requests for reimbursement submitted to Landlord after such date shall not be paid from the Allowance and Tenant shall thereafter be solely responsible for the costs of the Tenant Improvements without reimbursement from Landlord. The rights granted to Tenant under this section to the Allowance are personal to the original named Tenant and any assignee pursuant to a Permitted Transfer in this Lease and may not be assigned or exercised by or for the benefit of anyone (including, any subtenant) other than such Tenant. If after Tenant has been granted all or any portion of the Allowance, the Term is terminated by virtue of a default by Tenant or Landlord resumes possession of the Premises as a result of Tenant's default, in addition to all other available damages and remedies, Landlord shall also be entitled to recover from Tenant the unamortized portion (calculated using an interest rate of 12% per annum compounded monthly) of the Tenant Improvement Allowance, which sum shall not be deemed rent. This obligation of Tenant to repay the unamortized balance of the Tenant Improvement Allowance to Landlord shall survive the expiration or sooner termination of the Term.

8. **Substantial Completion; Tenant Delays.** As used herein “**Substantial Completion**” or “**substantially complete**” shall mean the date that a Certificate of Occupancy or its equivalent, including a Temporary or Conditional Certificate of Occupancy, a Certificate of Completion or Certificate of Final Inspection, is issued by the appropriate local government entity concerning the Tenant Improvements, or, if no such Certificate will be issued for the Tenant Improvements, the date on which the Tenant Improvements is substantially completed so that Tenant may use the Premises for their intended purpose, notwithstanding that punch list items or insubstantial details concerning construction, decoration, or mechanical adjustment remain to be performed. If Landlord or the general contractor is delayed in substantially completing the Tenant Improvements as a result of the occurrence of any Tenant Delay (as hereafter defined), then, notwithstanding anything contained in this Lease to the contrary, at Landlord's option, for purposes of determining the Commencement Date, the date of Substantial Completion of the Tenant Improvements shall be deemed to be the day that the Tenant Improvements would have been Substantially Completed absent any Tenant Delay(s) as determined by Landlord in its sole discretion. For purposes of this provision each of the following shall constitute a “**Tenant Delay**”: (a) Tenant's failure to furnish information or to respond to any request by Landlord or any design consultant for any approval within any time period prescribed, or if no time period is prescribed, within five (5) Business Days of a request, including any information required to prepare the Plans; or (b) Tenant's insistence on materials, finishes, or installations that have long lead times after having first been informed that the materials, finishes, or installations will cause a Tenant Delay; or (c) changes in the Plans or Tenant Improvements; or (d) performance or nonperformance by Tenant or a person or entity employed by Tenant in the completion of any work; or (e) any delay resulting from Tenant's having taken possession of the Premises for any reason before substantial completion of the Tenant Improvements; or (f) Tenant's request for additional bidding or rebidding of the cost of all or a portion of the Tenant Improvements; or (g) any error in the Plans or other documents caused by Tenant, or its employees, agents, independent contractors, or consultants; or (h) Tenant's failure to timely pay any amounts due Landlord for changes or excess costs; or (i) any other delay chargeable to Tenant, or its employees, agents, independent contractors, or consultants.

9. **Additional Space and Work Not Covered.** This Exhibit shall not apply to any additional space added to the original Premises at any time after the Date of Lease, whether under any options under this Lease or otherwise, or to any portion of the original Premises or any additions to the original Premises in the event of a renewal or extension of the initial Term, whether under any options under this Lease or otherwise, unless expressly so provided in this Lease or an amendment to this Lease. Tenant shall perform all work not shown on the Plans at its sole expense. Tenant acknowledges and agrees that Landlord shall

have no obligation to perform any Tenant Improvements in the Premises except for the Tenant Improvements expressly set forth in this Exhibit and in the Plans.

10. **Tenant's Agent.** Tenant hereby designates Natasha Strong & Michael Guerasio ("**Tenant's Agent**") as having authority to approve plans and specifications, accept cost estimates and change orders, to authorize changes, additions or substitutions to the Tenant Improvements during construction, and otherwise make all decisions on Tenant's behalf during construction concerning the Tenant Improvements.

**Landlord Work:**

Currently, a Common Area electrical closet (the "**Electrical Closet**") is located within the Premises. Landlord shall, at Landlord's sole cost and expense (which shall not be deducted from the Tenant Improvement Allowance) install sound attenuation improvements to the Electrical Closet to reduce the transmission of sound emanating from the Electrical Closet in accordance with plans and specifications acceptable to Landlord (the "**Landlord Work**"). Landlord shall use it commercially reasonable efforts to substantially complete the Landlord Work on or before the Commencement Date, subject to extension for any Tenant Delays and any Events of Force Majeure.

Type text here

# Item 2



## Broward County Board of Rules and Appeals

1 N. University Drive Suite 3500B, Plantation, FL 33324

[broward.org/CodeAppeals](http://broward.org/CodeAppeals) | 954-765-4500 | [rulesboard@broward.org](mailto:rulesboard@broward.org)

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**TO:** Members of the Broward County Board of Rules and Appeals

**FROM:** Chief Mechanical Code Compliance Officer

**DATE:** November 13, 2025

**RE:** Proposed Revision to the Broward County Uniform Building Permit Application Related to Legislative Changes to Local Contractors' Licenses and the Notice to Building Official of the Use of a Private Provider

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### **Recommendation**

It has been recommended that the Board of Rules and Appeals approve, by vote, the proposed revision to the Broward County Uniform Building Permit Application, which resolves some issues related to legislative changes affecting local contractors' licenses and the Notice to Building Officials of the Use of a Private Provider.

### **Reasons**

The Florida House Bill 735 amended Florida Statute 489, by expressly preempting the licensing of occupations to the state and supersedes any local government licensing of occupations. The bill specifically prohibits local governments from requiring a license for a person whose job scope does not substantially correspond to that of a contractor or journeyman licensed by the Construction Industry Licensing Board. Specifically, it precludes local governments from requiring a license for the following services: painting, flooring, cabinetry, interior remodeling, handyman services, driveway or tennis court installation, decorative stone, tile, marble, granite, or terrazzo installation, plastering, stuccoing, caulking, canvas awning installation, and ornamental iron installation.

The proposed revision to the permit application will add a checkbox indicating that the contractor applying for the permit is exempted from licensing by FS 489.117(4)(a)1; and will add a space to write the contractor's tax receipt number. Additionally, adding the checkbox for a Private Provider and prompting the contractor to use the correct Notice to Building Official of Use of Private Provider, which the Florida Building Commission has adopted.

### **Additional Information**

- FS 489.117(4)(a)1
- Form # 61G20-2.005-2002-01

### **Attachment**

Draft of the revised Broward County Uniform Building Permit Application

Respectfully Submitted,

A handwritten signature in black ink that reads "R Soto".

Rolando Soto

## The 2025 Florida Statutes

### [Title XXXII](#) Regulation of Professions and Occupations

#### [Chapter 489](#) Contracting

##### **489.117 Registration; specialty contractors. —**

(4)(a)1. A person whose job scope does not substantially correspond to either the job scope of one of the contractor categories defined in s. [489.105\(3\)\(a\)-\(o\)](#), or the job scope of one of the certified specialty contractor categories established by board rule, is not required to register with the board. A local government, as defined in s. [163.211](#), may not require a person to obtain a license, issued by the local government or the state, for a job scope which does not substantially correspond to the job scope of one of the contractor categories defined in s. [489.105\(3\)\(a\)-\(o\)](#) and (q) or authorized in s. [489.1455\(1\)](#), or the job scope of one of the certified specialty contractor categories established pursuant to s. [489.113\(6\)](#). A local government may not require a state or local license to obtain a permit for such job scopes. For purposes of this section, job scopes for which a local government may not require a license include, but are not limited to, painting; flooring; cabinetry; interior remodeling when the scope of the project does not include a task for which a state license is required; driveway or tennis court installation; handyman services; decorative stone, tile, marble, granite, or terrazzo installation; plastering; pressure washing; stuccoing; caulking; and canvas awning and ornamental iron installation.

**BROWARD COUNTY UNIFORM BUILDING PERMIT APPLICATION**

Revised 11-14-2025

Select One Trade:  Building  Electrical  Plumbing  Mechanical  Other \_\_\_\_\_

Private Provider?  YES  NO If yes, attach [Form # 61G20-2.005-2002.01](#)

Application Number: \_\_\_\_\_ Application Date: \_\_\_\_\_

**1**

Job Address: \_\_\_\_\_ Unit: \_\_\_\_\_ City: \_\_\_\_\_

Tax Folio No.: \_\_\_\_\_ Flood Zn: \_\_\_\_\_ BFE: \_\_\_\_\_ Floor Area: \_\_\_\_\_ Job Value: \_\_\_\_\_

Building Use: \_\_\_\_\_ Construction Type: \_\_\_\_\_ Occupancy Group: \_\_\_\_\_

Present Use: \_\_\_\_\_ Proposed Use: \_\_\_\_\_

Description of Work: \_\_\_\_\_

New  Addition  Repair  Alteration  Demolition  Revision  Other: \_\_\_\_\_

Legal Description: \_\_\_\_\_  Attachment

**2**

Property Owner: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Owner's Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**3**

Contracting Co.: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Company Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Qualifier's Name: \_\_\_\_\_ Owner-Builder License Number: \_\_\_\_\_

License Exempted per F.S. 489.117(4)(a)1 Business Tax Receipt Number: \_\_\_\_\_

**4**

Architect/Engineer's Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Architect/Engineer's Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Bonding Company: \_\_\_\_\_

Bonding Company's Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Fee Simple Titleholder's Name (If other than the owner) \_\_\_\_\_

Fee Simple Titleholder's Name (If other than the owner) \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Mortgage Lender's Name: \_\_\_\_\_

Mortgage Lender's Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**BROWARD COUNTY UNIFORM BUILDING PERMIT APPLICATION**

Job Address: \_\_\_\_\_ Unit: \_\_\_\_\_ City: \_\_\_\_\_

Application is hereby made to obtain a permit to do the work and installations as indicated. I certify that no work or installation has commenced prior to the issuance of a permit and that all work will be performed to meet the standards of all laws regulating construction in this jurisdiction. I understand that a separate permit must be secured for ELECTRICAL WORK, PLUMBING, SIGNS, WELLS, POOLS, FURNACES, BOILERS, HEATERS, TANKS, and AIR CONDITIONERS, etc.

**OWNER'S AFFIDAVIT:** I certify that all the foregoing information is accurate and that all work will be done in compliance with all applicable laws regulating construction and zoning.

**WARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.**

<p>X _____ Signature of Property Owner or Agent (Including Contractor)</p> <p><b>STATE OF FLORIDA</b> <b>COUNTY OF _____</b></p> <p>Sworn to (or affirmed) and subscribed before me by means of ____ physical presence or ____ online notarization, this ____ day of _____, 20____ by _____ (Type/Print Property Owner or Agent Name)</p> <p>_____ NOTARY'S SIGNATURE as to Owner or Agent's Signature</p> <p>Notary Name _____ (Print, Type or Stamp Notary's Name)</p> <p>Personally Known _____ Produced Identification _____</p> <p>Type of Identification Produced _____</p>	<p>X _____ Signature of Qualifier</p> <p><b>STATE OF FLORIDA</b> <b>COUNTY OF _____</b></p> <p>Sworn to (or affirmed) and subscribed before me by means of ____ physical presence or ____ online notarization, this ____ day of _____, 20____ by _____ (Type/Print Qualifier or Agent Name)</p> <p>_____ NOTARY'S SIGNATURE as to Qualifier or Agent's Signature</p> <p>Notary Name _____ (Print, Type or Stamp Notary's Name)</p> <p>Personally Known _____ Produced Identification _____</p> <p>Type of Identification Produced _____</p>
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APPROVED BY: \_\_\_\_\_ Permit Officer Issue Date: \_\_\_\_\_ Code in Effect: \_\_\_\_\_  
FOR OFFICE USE ONLY FOR OFFICE USE ONLY FOR OFFICE USE ONLY

**A jurisdiction may use a supplemental page to request additional information and cite other conditions. Please inquire.**

Note: If any development work as described in FS 380.04 Sec. 2 a-g is to be performed, a development permit must be obtained prior to the issuance of a building permit.

**Form # 61G20-2.005-2002-01**  
**Notice to Building Official of**  
**Use of Private Provider**  
**Effective January 1, 2025**  
**61G20-2.005, F.A.C.**

Project Name: \_\_\_\_\_

Parcel Tax ID: \_\_\_\_\_

Services to be provided:                       Plans Review                                       Inspections

Note: If the fee owner elects to use or authorizes the use of a private provider to provide plans review, the local building official may, at his or her discretion and subject to duly adopted local policy, require that a private provider be used to perform inspections as well, pursuant to section 553.791(2)(a), Florida Statutes.

I \_\_\_\_\_, the  
 fee owner /  fee owner's contractor, have entered into a contract with the Private Provider indicated below to conduct the services indicated above.

Private Provider Firm: \_\_\_\_\_

Private Provider: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email Address: \_\_\_\_\_

Florida License, Registration or Certificate #: \_\_\_\_\_

I have elected to use one or more private providers to provide building code plans review and/or inspection services on the building or structure that is the subject of the enclosed permit application, as authorized by s. 553.791, Florida Statutes. I understand that the local building official may not review the plans submitted or perform the required building inspections to determine compliance with the applicable codes, except to the extent specified in said law. Instead, plans review and/or required building inspections will be performed by licensed or certified personnel identified in the application. The law requires minimum insurance requirements for such personnel, but I understand that I may require more insurance to protect my interests. By executing this form, I acknowledge that I have made inquiry regarding the competence of the licensed or certified personnel and the level of their insurance and am satisfied that my interests are adequately protected. I agree to indemnify, defend, and hold harmless the local government, the local building official, and their building code enforcement personnel from any and all claims arising from my use of these licensed or certified personnel to perform building code inspection services with respect to the building or structure that is the subject of the enclosed permit application.

I understand the Building Official retains authority to review plans, make required inspections, and enforce the applicable codes within his or her charge pursuant to the standards established by s. 553.791, Florida Statutes. If I make any changes to the listed private providers or the services to be provided by those private providers, I shall,

within 1 business day after any change, or within 2 business days before the next scheduled inspection, update this notice to reflect such changes. The building plans review and/or inspection services provided by the private provider is limited to building code compliance and does not include review for fire prevention, firesafety, land use, environmental or other codes.

The following attachments are provided, as required:

1. Qualification statements and/or resumes of the private provider and all duly authorized representatives.
2. A certificate of insurance as required by section 553.791(18), Florida Statutes.

Individual

Corporation

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Address (line 1)

\_\_\_\_\_  
Representative name

\_\_\_\_\_  
Address (line 2)

\_\_\_\_\_  
Address (line 1)

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Address (line 2)

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date