

**COMMERCIAL TENANT LEASE**

**THIS COMMERCIAL TENANT LEASE ("Lease")** is made as of this \_\_\_\_ day of \_\_\_\_\_, 2021 between **CENTERPOINT PORT EVERGLADES, LLC**, a Delaware limited liability company ("**Landlord**"), and **Broward County**, a political subdivision of the State of Florida ("**Tenant**").

**ARTICLE I - LEASE TERMS**

**Section 1.1. Definitions.** In addition to any other terms defined in this Lease, the following terms, whenever used in this Lease shall have the definitions set forth in this Section 1.1, and only such definitions, unless such definitions are expressly contradicted, limited or expanded elsewhere in this Lease.

- A. **Access Road:** Has the meaning given that term in Section 2.2.
- B. **Additional Payments Schedule:**

<b>Date</b>	<b>Amount of Additional Payment</b>
On the first day of Lease Year 2	\$200,000.00
On the first day of Lease Year 3	\$200,000.00
On the first day of Lease Year 4	\$100,000.00

- C. **Base Rent Schedule:**

<b>Period</b>	<b>Annual Base Rent</b>	<b>Monthly Base Rent</b>
Lease Year 1	\$396,900.00	\$ 33,075.00
Lease Year 2	\$408,807.00	\$ 34,067.25
Lease Year 3	\$421,071.21	\$ 35,089.27
Lease Year 4	\$433,703.35	\$ 36,141.95
Lease Year 5	\$446,714.45	\$ 37,226.20
Lease Year 6	\$460,115.88	\$ 38,342.99
Lease Year 7	\$473,919.36	\$ 39,493.28

Lease Year 8	\$488,136.94	\$ 40,678.08
Lease Year 9	\$502,781.05	\$ 41,898.42
Lease Year 10	\$517,864.48	\$ 43,155.37

D. **Building:** The approximately 151,416 square feet building constructed on the Land.

E. **CBP:** U.S. Customs and Border Protection.

F. **Commencement Date:** The date of Substantial Completion.

G. **Concept Plans:** The concept plans attached hereto as **Exhibit "A"**.

H. **Estimated Commencement Date:** 150 calendar days after execution by Tenant.

I. **Expenses:** Has the meaning given that term in Section 5.2.

J. **Final Plans:** The plans and specifications described in Article IV that are designed by the Project Architect and approved by Landlord and Tenant.

K. **Force Majeure Delay:** Any interruption or delay in the progress of the Tenant Improvements that is the result of Force Majeure. Any delay that is the result of Force Majeure shall be deemed to be a Force Majeure Delay notwithstanding that Landlord or its contractor is being, at the same time, concurrently delayed by events that do not constitute Force Majeure Delay.

L. **Force Majeure:** Any event or circumstance which is beyond the control of Landlord, including, without limitation, any delay in securing a building permit or in obtaining all required approvals from any Governmental Authority; strikes; lockouts; picketing (legal or illegal); acts of God or the public enemy; governmental restrictions or actions; fire or other casualty; accidents; unavailability of fuel, power, supplies or materials; weather conditions; acts or omissions of any labor or material contractor; the passage or application of any Legal Requirements; or moratorium of any Governmental Authority; any of which have the effect of preventing or delaying the progress of the Tenant Improvements or restoration of the Premises (as defined in Section 2.1 hereof) after such event or circumstance.

M. **General Contractor:** The contractor chosen by Landlord to construct the Tenant Improvements.

N. **Governmental Authority:** Any federal, regional, state, county or municipal government, including, without limitation, any agency, authority, subdivision, department or bureau thereof.

O. **GSA Lease:** The sublease agreement between Tenant and CBP, a copy of which is attached hereto as **Exhibit "J"** in substantially final form.

P. **Initial Monthly Rent Adjustment Deposit:** \$3,024.00

- (i) Initial Tax Deposit: \$0
- (ii) Initial Expense Deposit: \$2,457.00
- (iii) Initial Insurance Deposit: \$567.00

Q. **Land:** The parcel of land legally described on **Exhibit "B"** attached hereto.

R. **Landlord's Address for Payment of Rent:**

c/o CenterPoint Properties Trust  
1808 Swift Drive  
Oak Brook, Illinois 60523-1501

S. **Landlord's Broker:** None

T. **Landlord's Notice Address:**

CenterPoint Port Everglades, LLC  
c/o CenterPoint Properties Trust  
1808 Swift Drive  
Oak Brook, Illinois 60523-1501  
Attention: Executive Vice President, Asset Management

U. **Lease Year:** The twelve (12) month period commencing: (i) as to the first Lease Year ("Lease Year 1"), on the Commencement Date if same is the first (1<sup>st</sup>) calendar day of a calendar month, or on the date which is the first (1<sup>st</sup>) calendar day of the first (1<sup>st</sup>) full calendar month after the Commencement Date if the Commencement Date is a date other than the first (1<sup>st</sup>) calendar day of a calendar month; and (ii) as to subsequent Lease Years ("Lease Year 2," Lease Year 3," etc.), on the annual anniversary of the first (1<sup>st</sup>) day of the prior Lease Year.

V. **Legal Requirements:** (i) Any and all laws, statutes, codes, ordinances, requirements, standards, plats, plans, criteria, orders, directives, rules or regulations of any Governmental Authority affecting the improvement, alteration, use, maintenance, operation, occupancy, security, health, safety or environmental condition of the Premises or any part thereof (or any occupants therein, as the context requires) including, without limitation any Environmental Laws (as hereinafter defined), and (ii) any and all covenants, restrictions, conditions, easements or other agreements of record affecting the Premises, as amended from time to time, including, but not limited to, the Restrictions and any documents, rules, regulations, standards or criteria set forth or referenced therein or promulgated by any Governmental Authority exercising jurisdiction over the Premises, in any case, whether in force at the Commencement Date or passed, enacted or imposed at

some time in the future, and shall include all permits, licenses, certificates, authorizations and approvals required in connection with any of the foregoing.

W. **Park:** The Project (as defined in Section 2.1), the Access Road, and the land and improvements located on the South Parcel.

X. **Parking Area:** An exterior parking area for automobile parking located on the Land and identified on Exhibit "C-1" attached hereto.

Y. **Primary Lease:** The Amended and Restated Lease Agreement by and between the County, as Lessor, and Port Everglades International Logistics Center, LLC ("PE-ILC"), as Lessee, and approved by County on March 20, 2018.

Z. **Project Architect:** The architect chosen by Landlord to design the Tenant Improvements.

AA. **South Parcel:** The portion of the "Premises" as defined in the Primary Lease excluding the Land. The South Parcel has been developed and leased as an independent project.

BB. **Stub Period Base Rent:** An amount equal to the monthly Base Rent for Lease Year 1 multiplied by a fraction, the numerator of which is the number of days in the Stub Period and the denominator of which is the number of days in the calendar month in which the Stub Period falls.

CC. **Stub Period:** If the Commencement Date falls other than on the first day of a calendar month, the period from and including the Commencement Date and ending and including the last day of the calendar month in which the Commencement Day occurs.

DD. **Substantially Complete, Substantial Completion or Substantial Completion Date:** The first to occur of the date on which (i) Landlord delivers a permanent, temporary or conditional certificate of occupancy, (ii) Landlord delivers a statement from the Project Architect indicating that, to its information and belief, the Tenant Improvements have been substantially completed in accordance with the Final Plans, or (iii) Tenant occupies the Premises or any portion thereof. Notwithstanding the foregoing, (i) in the event that Landlord cannot obtain a permanent, temporary or conditional certificate of occupancy, or the Project Architect cannot make the statement described above, in any event due to the failure to complete any work not a part of the Final Plans, the permanent, temporary or conditional certificate of occupancy or the statement from the Project Architect, as applicable, shall be deemed to have been received by Tenant, and Substantial Completion shall be deemed to have occurred, on the date that the permanent, temporary or conditional certificate of occupancy or statement from the Project Architect would have been issued but for the fact that work not a part of the Final Plans, is not complete, and (ii) in the event that Landlord does not receive a permanent, temporary or conditional certificate of occupancy, or the Project Architect cannot make the statement described above due to a Tenant Delay, the permanent, temporary or conditional certificate of occupancy, or the statement from the Project Architect, shall be deemed to have been issued, and Substantial Completion shall be deemed to have occurred, on the date that the

permanent, temporary or conditional certificate of occupancy or statement from the Project Architect would have been issued but for the Tenant Delay.

EE. **Tenant Delay:** Any delay in the progress of the Tenant Improvements to the extent such delay is the result of: (i) Change Orders (hereinafter defined); (ii) the failure of Tenant to approve the Final Plans or any portion thereof within the time periods provided in this Lease, (iii) the failure of Tenant to provide any information or documentation within the time period required under this Lease, (iv) the failure of Tenant to make selections or grant approvals when required, (v) the performance or non-performance of any work at, or services with respect to, the Premises by Tenant or any member of the Tenant Group, (vi) boycotts, work stoppages or other labor unrest at the Premises resulting from the actions of Tenant or any member of the Tenant Group, (vii) the failure of Tenant to pay any amount due hereunder, or (viii) any other act or omission of Tenant, any member of the Tenant Group or any person, firm or entity claiming by, through or under any of them; provided however that no such delay caused by a Force Majeure event shall be a Tenant Delay. Landlord shall provide Tenant with notice of any Tenant Delay promptly after Landlord becomes aware of same.

FF. **Tenant Group:** Any or all of Tenant's agents, employees, representatives, contractors, workmen, mechanics, suppliers, customers, guests, licensees, invitees, sublessees, assignees and all of their respective successors and assigns or any party claiming by, through or under any of them.

GG. **Tenant Improvements:** Collectively, the improvements to be constructed by Landlord in the Premises described in the Final Plans attached hereto as **Exhibit "A"**.

HH. **Tenant's Billing Address:**

Port Everglades  
Attn: Finance Division  
1850 Eller Drive  
Fort Lauderdale, Florida 33316

II. **Tenant's Broker:** None

JJ. **Tenant's Notice Address:**

Governmental Center  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Email address: BHenry@broward.org

with a copy to:

Chief Executive/Port Director  
1850 Eller Drive, Suite 604  
Fort Lauderdale, Florida 33316  
Email address: jdaniels@broward.org

KK. **Tenant's Proportion:** 29.86%, being the percentage of the Building leased to Tenant hereunder.

LL. **Term:** The period commencing as of the Commencement Date and ending on the Termination Date, unless sooner terminated by Landlord or Tenant as provided in this Lease.

MM. **Termination Date:** The last day of Lease Year 10.

NN. **Use:** To the extent permitted by Legal Requirements, the Primary Lease and the terms of this Lease, Tenant may use the Premises solely for lease to CBP under the GSA Lease and for no other use unless such alternate use is approved by Landlord, which approval shall not be unreasonably withheld.

**Section 1.2. Significance of Definitions.** Each reference in this Lease to any of the definitions contained in Section 1.1 of this Article shall be deemed and construed to incorporate all of the terms provided under each such definition.

**Section 1.3. Enumeration of Exhibits.** The exhibits listed in this Section and attached to this Lease are incorporated in this Lease by this reference and are to be construed as a part of this Lease.

Exhibit "A"	Concept Plans
Exhibit "B"	Legal Description of Land
Exhibit "C-1"	Parking Area
Exhibit "C-2"	Tenant Exclusive Parking Area
Exhibit "D"	Site Plan of Premises
Exhibit "E"	Location of Access Road
Exhibit "F"	HVAC Maintenance Service Contract Requirements
Exhibit "G"	Paved Areas
Exhibit "H"	Form of Estoppel Certificate
Exhibit "I"	Move Out Conditions
Exhibit "J"	Copy of GSA Lease
Exhibit "K"	Prevailing Wage Statement of Compliance

## **ARTICLE II – PREMISES**

**Section 2.1. Lease.** Landlord, for and in consideration of the rents herein reserved and of the covenants and agreements herein contained on the part of Tenant to be kept, observed and performed, does by these presents, lease to Tenant, and Tenant hereby leases from Landlord, the demised premises ("**Premises**") located in the Building, along with that certain designated area

north of the Building, all as depicted in the plan attached hereto as **Exhibit "D"**. The Building is commonly known as 3413 McIntosh Road, Hollywood, Florida, which Building is located on the land ("**Land**") legally described on **Exhibit "B"**. The Premises contain approximately 45,360 square feet and is commonly known as Suite C in the Building. The Land and Building and all appurtenances thereto are sometimes collectively referred to as the "**Project**". The lease of the Premises shall be subject to, and Tenant shall at all times during the Term comply with, all Applicable Law (hereinafter defined).

**Section 2.2. Access Road.** Tenant shall have the right to use the access road ("**Access Road**"), as now or hereafter existing (as determined by Landlord), off of McIntosh Road. The Access Road may be used by Tenant solely for ingress and egress to and from the Premises and McIntosh Road and the FEC Access Road. The approximate location of the Access Road is shown on **Exhibit "E"** attached hereto. Tenant's use of the Access Road shall be subject to reasonable and customary rules, regulations and restrictions imposed by Landlord from time to time. Tenant's right to use the Access Road is non-exclusive. Tenant acknowledges and agrees that the Access Road will be used by other parties, including, but not limited to other tenants in the Park and members of the public. Tenant shall not use the Access Road in any manner that would impair the ability of others to use the Access Road for its intended purpose. All costs and expenses paid or incurred by Landlord for managing, owning, maintaining, operating, replacing and repairing the Access Road, including, but not limited to, Taxes, Expenses and Insurance Expenses, as defined in **Section 5.2**, shall be allocated between the South Parcel and the Project in a manner reasonably determined by Landlord and the portion of such costs and expenses allocated by Landlord towards the Project shall be included in Expenses and Tenant shall pay Tenant's Proportion thereof. Tenant acknowledges and agrees that an allocation of such costs and expenses based on the proportionate area of the South Parcel and the Land shall be a reasonable basis for such allocation.

**Section 2.3. Parking Area.** Tenant shall have the exclusive right to use the portion of the Parking Area designated on **Exhibit "C-2"** as available for Tenant ("**Tenant Exclusive Parking Area**"). Tenant may not use any portion of the Parking Area designated on **Exhibit "C-1"** for use by any other tenant. The Tenant Exclusive Parking Area shall be used by Tenant solely for the parking of automobiles in connection with Tenant's occupancy of the Premises. Landlord shall have no obligation to enforce the exclusive nature of any parking spaces that are designated for the exclusive use of Tenant with respect to third parties or have any liability to Tenant in the event that third parties do not honor the exclusive designation of the Tenant Exclusive Parking Area for use by Tenant. All costs and expenses paid or incurred by Landlord for managing, owning, maintaining, operating, replacing and repairing the entire Parking Area shall be Expenses, and Tenant shall pay Tenant's Proportion thereof.

**Section 2.4. Park.** All costs and expenses paid or incurred by Landlord for managing, owning, maintaining, operating, replacing and repairing the common facilities in the Park serving the Project and the South Parcel, including, but not limited to, Taxes, Expenses and Insurance Expenses, shall be allocated between the Project and the South Parcel in a manner reasonably determined by Landlord and the portion of such costs and expenses allocated by Landlord towards the Project shall be included in Expenses and Tenant shall pay Tenant's Proportion thereof. Tenant acknowledges and agrees that an allocation of such costs and expenses based on the proportionate area of the South Parcel and the Land shall be a reasonable basis for such allocation.

**Section 2.5. Appurtenant Areas.** Tenant shall have the nonexclusive right to use the Appurtenant Areas, as defined in the GSA Lease; provided, however, that any use of the roof of the Building by Tenant or Tenant's representatives, including, but not limited to, CBP, shall be subject to Landlord's consent.

### **ARTICLE III – TERM**

**Section 3.1. Term.** The Term shall commence on the Commencement Date and shall end on the Termination Date, unless sooner terminated as set forth in this Lease.

**Section 3.2. Option to Terminate.** Provided that no default by Tenant has occurred during the Term of this Lease and is then continuing, Tenant shall have the right to terminate this Lease and all of its remaining obligations hereunder, effective on the first day of Lease Year 6 or on the first day of Lease Year 8, upon satisfaction of each of the following conditions:

A. **Notice:** Tenant shall provide to Landlord at least twelve (12) months prior written notice of its intent to terminate this Lease (i.e., prior to the first day of Lease Year 5 for a termination to occur effective as of the first day of Lease Year 6 or prior to the first day of Lease Year 7 for a termination to occur effective as of the first day of Lease Year 8, as the case may be);

B. **Payment:** Tenant shall timely pay to Landlord the applicable Buy-Out Payment (as hereinafter defined); and

C. **Termination of GSA Lease:** The GSA Lease shall terminate on or before the applicable date of the termination of this Lease.

**Section 3.3. Buy-Out Payment.** In addition to satisfying the conditions set forth in Section 3.2 above, Tenant agrees to make the following payment (a "Buy-Out Payment") in the following amounts:

A. \$1,516,527 for a termination effective on the first day of Lease Year 6; or

B. \$1,013,812 for a termination effective on the first day of Lease Year 8.

Payment of the applicable Buy-Out Payment shall be made by Tenant to Landlord not less than sixty (60) days prior to the specified date of termination.

### **ARTICLE IV – CONDITION OF PREMISES**

**Section 4.1. Construction of Tenant Improvements.** Subject to the terms and conditions of this Article IV, Landlord shall cause the General Contractor to construct the Tenant Improvements substantially in accordance with the Final Plans. Landlord agrees that all services and work performed in connection with the Tenant Improvements shall be done in a good and workmanlike manner, in accordance with Article 3 of the GSA Lease, and in material compliance with all applicable building and fire laws, codes, ordinances and regulations, and that the Tenant Improvements shall be in material compliance with all applicable building and fire laws, codes, ordinances and regulations.

**Section 4.2. Final Plans Approval.**

A. **Initial Approval of Final Plans:** Following execution of this Lease, Landlord and Tenant shall work together in good faith to provide sufficient information to Landlord for the Project Architect to create the Final Plans. Landlord shall cause the Project Architect to promptly and diligently prepare the Final Plans for the Tenant Improvements based upon input from Tenant and CBP. Landlord and Tenant agree that the Final Plans shall be substantially consistent with the Concept Plans. Upon completion of the Final Plans, Landlord and Tenant shall execute a Final Plans certificate, to which the Final Plans will be attached, certifying that the Final Plans are approved (“**Final Plans Certificate**”). Each Final Plan component shall be subject to Tenant's approval (which shall not be unreasonably withheld or delayed), and if Tenant does not approve same, Tenant shall advise Landlord in reasonable detail of the reasons for such disapproval. Tenant’s disapproval must be based on the fact that the Final Plan component deviates materially from the Concept Plans. Tenant shall comment on each initial Final Plan component submitted to Tenant within ten (10) business days after receipt from Landlord, and within five (5) business days after receipt from Landlord of each revision thereof, if applicable. If Tenant does not disapprove of a Final Plan component submitted to Tenant within the applicable time period, such Final Plan component shall be deemed approved. Notwithstanding anything to the contrary contained in this Section 4.2, Tenant may not object to any changes as may be incorporated in the Final Plans necessary to obtain permit approval from the City of Hollywood, Florida (the “**City**”). Resolution of any dispute with respect to the Tenant’s approval of the Final Plans shall be made by the Project Architect and shall be binding upon Landlord and Tenant.

B. **Change Orders to Initially Approved Final Plans:** Following completion of the Final Plans (evidenced by the Final Plans Certificate), Tenant may request changes to the Final Plans subject to the approval of the Landlord (which Landlord approval shall not be unreasonably withheld or delayed) and permit approval from the City. As promptly as reasonably practicable after the receipt and approval of Tenant’s request, Landlord shall provide Tenant with a “Change Order” containing the proposed revisions to the Final Plans, a statement of any Force Majeure Delay resulting from such change, and the amount of the additional cost to complete the Tenant Improvements that will result from such change (whether hard costs or soft costs), which shall be submitted for Tenant’s review and approval. The cost for any such change shall include, but shall not be limited to: (i) the cost of all materials, supplies, equipment and labor used or supplied in making the proposed change, including general conditions and any contractor’s fees (which contractor’s fees shall be eight percent (8%) of such costs); (ii) any architect and engineer fees; (iii) reasonable out-of-pocket soft costs, including, but not limited to, actual or imputed carry costs; (iv) reasonable fees and expenses of architects, engineers and other third party consultants in connection with review or approval of changes in Final Plans; and (v) an administrative fee to Landlord of one and one half percent (1.5%) of the total dollar amount of the aforementioned items (i) through (iv). Landlord shall not be obligated to commence any work required by the change until Landlord and Tenant have agreed on the work to be performed, the cost of such work and the impact to the schedule. If Tenant (i) approves the Change Order by signing and returning a copy of the Change Order to Landlord, acting through its representatives identified in Section 4.8, and (ii) pays Landlord

the additional cost to complete the Tenant Improvements that will result from such change within fifteen (15) days after the execution of the Change Order, Landlord shall cause the Tenant Improvements to be constructed in accordance with the Change Order. If Tenant fails to approve of the Change Order within five (5) business days after delivery of the same or pay the amount due within said fifteen (15) day period, Tenant shall be deemed to have abandoned its request for such Change Order, and the Tenant Improvements shall be constructed in accordance with the then existing Final Plans. In no event shall Landlord have any obligation to commence any work relating to a Change Order until Tenant has approved the Change Order in writing and Landlord has been paid the cost of the estimate in full within said fifteen (15) day period. Unless requested in writing by Tenant to the contrary, Landlord shall continue with construction of the Tenant Improvements according to the then existing Final Plans during the pendency of any proposed Change Order until same is approved by Landlord and Tenant as provided above. Any cessation in construction requested in writing by Tenant shall constitute a Tenant Delay hereunder. If Tenant requests a Change Order and Tenant does not ultimately approve of the Change Order or pay the cost thereof, Tenant shall reimburse Landlord for any reasonable out-of-pocket costs and expenses resulting from such requested Change Order within fifteen (15) days after receipt of Landlord's request, including invoices or such other reasonable back-up documentation necessary to evidence such costs and expenses.

C. **Other Changes to Initially Approved Final Plans:** Landlord may make changes to the Final Plans: (i) with the consent of Tenant, which shall not be unreasonably withheld, provided that such changes (a) will not create any additional monetary obligation for Tenant under this Lease and will not extend the date of Substantial Completion, (b) are in material conformity with the Final Plans (as may have been previously revised by permissible Tenant and/or Landlord changes thereto), and (c) will not decrease the quality of any component of the Tenant Improvements; or (ii) upon notice to Tenant, but without the need for Tenant's consent to such changes, if required by any applicable Legal Requirements.

**Section 4.3. Substantial Completion of the Tenant Improvements.** Landlord shall use commercially reasonable efforts to cause Substantial Completion of the Tenant Improvements on or before the Estimated Commencement Date; provided, however, if construction is delayed because of any Force Majeure Delays or Tenant Delays, then the Estimated Commencement Date shall be extended for the additional time caused by such Force Majeure Delays or Tenant Delays without liability on the part of Landlord.

**Section 4.4. Tenant Improvement Allowance.** Landlord shall construct or cause the Tenant Improvements to be constructed and shall pay \$900,000.00 ("**Tenant Allowance**") toward the cost of the Tenant Improvements.

A. Any costs incurred by Landlord to construct, manage, design, and permit the Tenant Improvements shall be applied against the Tenant Allowance.

B. Landlord shall manage the construction of the Tenant Improvements and shall be entitled to a one and one half percent (1.5%) construction management fee on all managed hard costs.

C. Once Tenant provides Landlord with the required information and Landlord and Tenant agree upon the Final Plans, Landlord shall advise Tenant of the actual cost (“**Actual Cost**”) to complete the Tenant Improvements. No construction work relating to the Tenant Improvements shall be commenced prior to the time that Tenant approves the Actual Cost for the Tenant Improvements, acting through its representatives identified in Section 4.8. If Tenant fails to disapprove the Actual Cost by notice to Landlord within five (5) business days after Landlord’s request, Tenant shall be deemed to have approved the Actual Cost.

D. If the Actual Cost exceeds the amount of the Tenant Allowance, Tenant shall pay Landlord the additional amount (“**Excess Cost**”) within ten (10) business days after Tenant’s approval or deemed approval of the amount of the Actual Cost.

E. Landlord shall not have any obligation to perform the Tenant Improvements work or provide the Tenant Allowance unless and until Tenant pays the Excess Cost to Landlord. Any delay in paying approving the Actual Cost or paying the Excess Cost to Landlord shall be a Tenant Delay.

F. The Tenant Allowance may only be used to pay the cost of the Tenant Improvements and not for any other purpose including, but not limited to, any inventory, equipment or other personal property. All unused money paid by Tenant to Landlord for the Tenant Improvements, including any Excess Cost paid to Landlord, shall be returned to Tenant within thirty (30) days after completion of the Punch List (hereinafter defined).

**Section 4.5. Tenant Information and Documentation.** Tenant agrees to provide Landlord with information and documentation reasonably requested by Landlord, and within Tenant’s control, from time to time, within a reasonable time requested by Landlord, in order for Landlord to complete the permitting and construction of the Tenant Improvements on or before the Estimated Commencement Date. The failure of Tenant to comply with this Section 4.5 shall be a Tenant Delay.

**Section 4.6. Tenant Inspections.** During the construction of the Tenant Improvements and subject to Landlord’s reasonable scheduling requirements, Tenant and Tenant’s representatives, including, but not limited to, CBP, shall have the right to inspect the Premises to monitor the progress of construction of the Tenant Improvements; provided, however, that such right may not be exercised unless: (i) Tenant and/or Tenant’s representatives, as applicable, have given Landlord at least forty-eight (48) hours prior notice of the date and time of the inspection; (ii) Tenant and/or Tenant’s representatives, as applicable, are accompanied at all times during the course of said inspection by Landlord’s representative or the Project Architect; and (iii) Tenant and/or Tenant’s representatives, as applicable, comply with the reasonable requirements of Landlord and the General Contractor during such inspection.

**Section 4.7. Punch List.** Within fifteen (15) days after the Substantial Completion Date, Landlord, the General Contractor, Tenant, and Tenant’s representatives, including, but not limited to, CBP, shall conduct an inspection of the Premises and work in good faith to jointly prepare a list containing the portions of the Premises that remain incomplete (“**Punch List**”). Except as otherwise expressly provided in this Lease, any items not on the Punch List shall be deemed

accepted by Tenant. Subject to Section 4.11 (Identity Verification of Personnel) of the GSA Lease, and CBPs reasonable consent, Tenant shall provide reasonable access to Landlord, its employees, agents, the Project Architect and all contractors for purposes of the repair and correction of any items on the Punch List. Landlord shall use reasonable efforts to complete all Punch List items as soon as is reasonably practicable after the Punch List is prepared.

**Section 4.8. Representatives.** Landlord designates Ronel Borner and Brian Hollings as its representative for all purposes of this Article IV. Tenant designates Jorge Hernandez and Josh Miller as its representative for all purposes of this Article IV. Wherever the terms of this Article IV require any notice to be given to or by a party, or any determination or action to be made or taken by a party, the representative of each party shall act for and on behalf of such party, and the other party shall be entitled to rely thereon. Either party may designate one or more substitute representatives for all or a specified portion of the provisions of this Article IV, subject to notice to the other party of the identity of such substitute representative.

**Section 4.9. Warranties.** Landlord represents that it shall obtain a warranty against defective materials and workmanship with respect to the Tenant Improvements from the General Contractor for a period of one (1) year from Substantial Completion of the Tenant Improvements. Tenant shall notify Landlord in writing of any defective condition occurring with respect to the Tenant Improvements promptly following Tenant's discovery thereof, and Landlord shall request that the General Contractor perform any remedial work required to be performed under such warranty. Upon the Commencement Date, Landlord shall conditionally assign to Tenant all other warranties related to the Premises received by it from subcontractors and material suppliers, if any, other than the roof warranty.

## **ARTICLE V – RENT**

**Section 5.1. Rent.** Tenant agrees to pay to Landlord, monthly, in advance, without offset or deduction, base rent in lawful money of the United States of America for the Term ("**Base Rent**") in the amount of the Monthly Base Rent set forth in the Base Rent Schedule commencing on the first day of Lease Year 1 and continuing on the first day of each month thereafter for the balance of the Term. In addition thereto, Tenant shall pay (i) Stub Period Base Rent on the Commencement Date, and (ii) the additional payments as set forth in the Additional Payments Schedule set forth in Section 1.1.F. above on the dates provided for therein ("**Additional Payments**"), and (iii) all such other amounts as are described in this Lease as "**Additional Rent**" in the manner and at the time specified in this Lease. The term "**Rent**" when used in this Lease shall include all Base Rent, Stub Period Base Rent, the Additional Payments, as well as all Additional Rent. All Rent payable hereunder shall be payable to Landlord at Landlord's Address for Payment of Rent, or as Landlord may otherwise from time to time designate in writing by notice to Tenant. On or before the first day of each month, Landlord shall provide Tenant an invoice for all Rent payable hereunder for the upcoming month and payment thereof shall be due within ten (10) days after the first day of the upcoming month. All invoices sent by Landlord to Tenant shall be sent to Tenant at Tenant's Billing Address. Notwithstanding the foregoing, Tenant shall pay Landlord the Base Rent and the Initial Monthly Rent Adjustment Deposit for the first month of the Term within ten (10) days after the Effective Date (as hereinafter defined).

**Section 5.2. Rent Adjustment.** In addition to the Base Rent, commencing on the Commencement Date, Tenant shall pay to Landlord, as Additional Rent, the Rent Adjustment (hereinafter defined), without offset or deduction (prorated during any Stub Period). Until such time as Tenant receives the first Adjustment Statement (hereinafter defined), Tenant shall, commencing on the Commencement Date and on the first day of each and every month thereafter, make the Initial Monthly Rent Adjustment Deposit.

A. For the purposes of this Lease:

(1) "**Calendar Year**" means each calendar year or a portion thereof during the Term.

(2) "**Expenses**" means and includes all expenses paid or incurred by Landlord for managing, owning, maintaining, operating, replacing and repairing the Project, the Access Road, the Parking Area, the Park and personal property used in conjunction therewith, including, but not limited to, a management fee in an amount equal to three percent (3%) of all Rent for the Project, whether the management services are performed by Landlord, an affiliate of Landlord, or by a third party and any amount due under the Settlement Agreement (as hereinafter defined).

If the Project is not fully occupied during all or any portion of a calendar year, Expenses that vary due to occupancy ("**Variable Operating Expenses**"), if any, shall be allocated only among the tenants in the portion of the Building that is actually occupied and generating the Variable Operating Expenses. The allocation of Variable Operating Expenses shall be made by Landlord on a prorata basis based upon the rentable area of the portion of the Building occupied by each tenant in relation to all of the occupied area of the Building. For example, if Tenant is the only tenant in the building Tenant shall pay 100% of the Variable Operating Expenses. Examples of Variable Operating Expenses include, but are not limited to, snow removal. Examples of Expenses that are not Variable Operating Expenses are liability insurance and landscaping.

(3) "**Insurance Expenses**" shall mean and include all actual costs and expenses incurred by Landlord in connection with insuring the Project.

(4) "**Park Expenses**" shall mean and include all actual and reasonable assessments and other expenses, including any management fee, actually charged or imposed relating to the Project.

(5) "**Rent Adjustment**" means all amounts owed by Tenant as Additional Rent on account of Expenses, Insurance Expenses and Taxes.

(6) "**Rent Adjustment Deposit**" means an amount equal to Landlord's estimate of Rent Adjustments due for any Calendar Year, which estimate may be made from time to time during the Term.

(7) "**Taxes**" means, as applicable, any taxes, assessments, sewer rents, rates and charges, transit taxes, taxes based upon the receipt of rent, and any other federal, state or local governmental charge, general, special, ordinary or extraordinary, which now or hereafter accrue during the Term and are levied or assessed or become a lien against the Project or any portion thereof, this Lease or any Rent payable under this Lease in any Calendar Year and any tax in substitution of any of the foregoing. Taxes also include, as applicable, Landlord's reasonable costs and expenses (including reasonable attorney's fees) in contesting or attempting to reduce any taxes. Taxes shall include and Tenant shall be liable for the payment of, as applicable, the Florida Sales and Use Tax and all other taxes of any kind that may be imposed upon the rentals and other charges payable under this Lease. Taxes shall also include, as applicable, payments in lieu of taxes, including, but not limited to payments required to be made pursuant to that certain Settlement Agreement dated June 22, 2004 among the City of Hollywood, Broward County, PE Land Holdings, LLC, Florida East Coast Industries, Inc. and I Development Co. ("**Settlement Agreement**").

B. Commencing on the Commencement Date, Tenant shall pay to the Landlord as Additional Rent, Tenant's Proportion of Expenses, Insurance Expenses and Taxes relating to the Project, the Access Road, the Parking Area and the Park attributable to each Calendar Year. The amount of Taxes attributable to a Calendar Year shall be the amount assessed for such Calendar Year, even though the assessment for such Taxes may be payable in a different Calendar Year. Landlord may equitably adjust the portion of Taxes attributable to new improvements for the calendar year in which the Commencement Date occurs based upon when such improvements are assessed.

C. As soon as reasonably feasible after the end of each Calendar Year, Landlord will furnish Tenant a statement ("**Adjustment Statement**") showing the following:

(1) Expenses, Insurance Expenses and Taxes for such Calendar Year and the amount of Expenses, Insurance Expenses and Taxes paid by Tenant during such Calendar Year;

(2) The total amount of Rent Adjustment due Landlord for such Calendar Year, less credits for Initial Monthly Rent Adjustment Deposits paid, if any ("Remaining Balance"); and

(3) The Remaining Balance, if any, of any Rent Adjustment due in the current Calendar Year.

D. Within thirty (30) days after Tenant's receipt of each Adjustment Statement, Tenant shall pay to Landlord:

(1) The amount of the Remaining Balance of any Rent Adjustment shown on the Adjustment Statement as due to Landlord for the Calendar Year last ended; plus

(2) The amount, which when added to the Initial Monthly Rent Adjustment Deposit theretofore paid in the current Calendar Year, would provide that Landlord has then received such portion of the Rent Adjustment as would have theretofore been paid to Landlord had Tenant paid one-twelfth (1/12) of the Rent Adjustment, for the current Calendar Year, to Landlord monthly on the first day of each month of such Calendar Year.

Commencing on the first day of the first month after Tenant's receipt of each Adjustment Statement, and on the first day of each month thereafter until Tenant receives a more current Adjustment Statement, Tenant shall pay to Landlord one-twelfth (1/12<sup>th</sup>) of the Initial Monthly Rent Adjustment Deposit shown on the then-current Adjustment Statement. During the last complete Calendar Year, Landlord may include in the Rent Adjustment Deposit its estimate of the Rent Adjustment that may not be finally determined until after the expiration of the Term. Tenant's obligation to pay the Rent Adjustment shall survive the expiration or termination of the Term.

E. If the Commencement Date is on any day other than the first (1st) day of January or if the last day of the Term is on any day other than the last day of December, then any Rent Adjustments due Landlord shall be prorated for the applicable calendar year. All Rent Adjustment Deposits may be commingled, and no interest shall be paid to Tenant thereon.

F. Any excess Rent Adjustment Deposit received during the Term shall be applied against the next monthly Rent Adjustment payment coming due. If there is any excess Rent Adjustment Deposit held by Landlord upon the expiration or earlier termination of this Lease, such excess amount shall be paid to Tenant within ninety (90) days of such expiration or earlier termination of this Lease.

**Section 5.3. Interest Charge and Late Charge.** Tenant acknowledges that its late payment of any Rent will cause Landlord to incur certain costs and expenses not contemplated under this Lease, the exact amount of which is extremely difficult or impractical to fix. Therefore, if any payment of Rent, or any portion thereof, is not received by Landlord when due, Tenant shall immediately pay to Landlord a late charge equal to five percent (5%) of the unpaid amount. In addition, if any overdue payment of Rent is not paid within one (1) month of the due date thereof, an additional late charge equal to three percent (3%) of the unpaid amount may be charged by Landlord, and Landlord may charge an additional three percent (3%) of any overdue and unpaid amount for each additional month, or fraction thereof, during which any such payment remains past due. Landlord and Tenant agree that the foregoing late charges represent reasonable estimates of costs and expenses incurred by Landlord from, and are fair compensation to Landlord for, its loss suffered by such late payment by Tenant.

Any amount due from Tenant to Landlord under this Lease, other than the payment of Rent, not paid when due shall bear interest from the date when the same is payable under the terms of this Lease until the same shall be paid at a rate of interest equal to eighteen percent (18%) per annum (the "**Delinquency Rate**").

## **ARTICLE VI – UTILITIES**

### **Section 6.1. Utilities.**

A. Electricity and water are separately metered to the Building. Landlord shall submeter the Premises for electricity and water to measure Tenant's consumption thereof and shall bill Tenant for such utility consumption based upon Tenant's actual usage at the rate charged by the utility supplier. Tenant shall pay its share of such costs as Additional Rent within fifteen (15) days after receipt of an invoice from Landlord.

B. Landlord will arrange for fire alarm monitoring and maintenance to be provided to the Building and shall bill Tenant one third (1/3) of the cost of such service. Tenant shall pay its share of the cost of fire alarm monitoring and maintenance, as Additional Rent, within fifteen (15) days after receipt of an invoice from Landlord.

C. Tenant shall arrange for telephone and other telecommunication services and shall pay for the costs thereof directly to the appropriate supplier.

D. Subject to Section 4.11 (Identity Verification of Personnel) of the GSA Lease, Tenant shall cooperate with Landlord and the utility service providers at all times and, as reasonably necessary, with CBPs consent, shall allow access to the Premises' electric lines, feeders, risers, wiring, and any other machinery within the Premises.

**Section 6.2. Unavailability of Utilities.** Landlord shall in no way be liable or responsible for any loss, damage, or expense that Tenant may sustain or incur by reason of any change, failure, interference, disruption, defect, unavailability or unsuitability in the supply or character of any utility or service furnished to the Premises, and no such change, failure, interference disruption, defect, unavailability, or unsuitability shall relieve Tenant from any of its obligations under this Lease.

**Section 6.3. Information Concerning Consumption.** Tenant acknowledges that Landlord may utilize utility consumption information to enable, internally within Landlord's organization, the assessment of the environmental, social and governance performance of the Premises.

## **ARTICLE VII – USE**

**Section 7.1. Use.** The Premises shall be used for the Use only, and for no other purpose. Tenant shall use and occupy the Premises and comply with all applicable federal, state, local and/or municipal law, statute, ordinance, code, rule, regulation, policy, common law, license, authorization, decision, order, injunction or ordinance (collectively, "**Applicable Law**").

**Section 7.2. Prohibited Uses.** Tenant shall not permit the Premises, or any portion thereof, to be used in such manner which is prohibited by the Primary Lease or which impairs Landlord's right, title or interest in the Premises or any portion thereof, or in such manner which gives rise to a claim or claims of adverse possession or of a dedication of the Premises, or any portion thereof, for public use. Tenant agrees not to drag, push or pull pallets, equipment or other property along, over or across the floor of the Building at any time during the Term. Tenant shall

not take any action to adversely affect the environmental performance of the Building. Tenant shall not use or occupy the Premises or permit the Premises to be used or occupied: (i) contrary to any Restrictions or any Applicable Law, and shall at all times comply with all Restrictions and Applicable Law, (ii) in any manner which would violate any certificate of occupancy, (iii) in any manner which would render any insurance maintained or required to be maintained by Landlord or Tenant void or the insurance risk more hazardous, (iv) in any manner which would cause structural injury to the Building, (v) in any manner which would cause the value or usefulness of the Premises, the Building, or any part of the Premises or the Building to diminish, (vi) in a manner which would constitute a public or private nuisance or waste, (vi) for the sale, storage or distribution of tobacco, firearms or ammunition, (vii) for the sale, storage or distribution of marijuana, cannabis, cannabis infused products or similar or related products, (viii) in violation of OFAC Laws and Regulations or (ix) an entity or individual domiciled in Iran or Sudan. Tenant agrees that it will, promptly upon discovery of any such use, immediately notify Landlord and take all necessary steps to compel the discontinuance of such use.

**Section 7.3. Restrictions.** The Premises is leased to Tenant subject to covenants, conditions, agreements, easements, encumbrances and restrictions contained in the Primary Lease and all covenants, conditions, agreements, easements and restrictions encumbering the Premises (collectively, the "**Restrictions**"). The lease of the Premises is subject to, and Tenant shall at all times during the Term comply with all Restrictions.

**Section 7.4. Additional Prohibited Uses.** During the Term of this Lease, Tenant and any assignee or subtenant of Tenant (except pursuant to the GSA Lease) is prohibited from providing any of the following services to third parties (other than the applicable tenant under such lease) at any time or under any circumstances so long as International Warehouse Services, Inc. is providing such services: (i) Customs and Border Protection Centralized Examination Station inspections of cargo, (ii) Customs and Border Protection Agricultural Quarantine Inspection carried out by Customs and Border Patrol and the USDA's Animal and Plant Health Inspection Service to intercept foreign animal and plant pests before they enter the country, (iii) licensed fumigation of imported items such as perishables, plants and flowers to be performed by a licensed fumigator in an area approved by USDA and (iv) sorting and manipulating of imported goods such as perishables, plants and flowers in an area supervised by USDA.

## **ARTICLE VIII - MAINTENANCE, REPAIR AND REPLACEMENT OBLIGATIONS**

**Section 8.1. Tenant's Obligations.** Tenant has no maintenance obligations other than payment of all amounts due from Tenant as set forth in Section 8.2 below.

### **Section 8.2. Landlord's Obligations.**

A. Tenant shall be responsible for the payment of all costs and expenses incurred by Landlord in performing all maintenance and making all necessary repairs and replacements, in and to the entire Premises, including, but not limited to, the floor slab, interior and demising walls, interior portions of exterior walls, windows, glass, window frames, entries, doors, overhead doors, truck doors, door frames, loading dock areas, dock bumpers, dock plates and levelers, signs, and systems such as plumbing, heating,

ventilating, air conditioning, electrical, fire sprinkler and fire protection, water and sewer, to the extent exclusively serving the Premises.

B. Landlord shall, at Tenant's sole cost and expense, procure and maintain service contracts, in form and substance approved by Tenant, for (i) the semi-annual maintenance of the heating, ventilating and air conditioning exclusively serving the Premises, and (ii) the annual maintenance of the dock doors and levelers exclusively serving the Premises. The maintenance service contract of the heating, ventilating and air conditioning shall include the services set forth on **Exhibit "F"** attached hereto.

C. Landlord shall inspect, test, maintain, repair and replace the roof, the structural portions of the exterior walls (excluding interior portions of exterior walls, windows, glass, window frames, doors, overhead doors, truck doors, and door frames), the foundation of the Building (which foundation shall not include the floors or floor slabs), the fire sprinklers and fire protection systems, all other systems such as plumbing, heating, ventilating, air conditioning, electrical, water and sewer not exclusively serving the Premises, and all exterior portions of the Project, including, but not limited to, the parking lot, parkways, driveways and other paved areas, sidewalks, fences, signs, rail improvements (on or off the Project but capable of serving the Project), snow removal and landscaping. Tenant acknowledges and agrees that Landlord's obligations to inspect, test, maintain, repair and replace the parking lot, parkways, driveways and other paved areas shall include, but not be limited to, the inspection and repair at the intervals set forth on **Exhibit "G"** attached hereto, and the remediation required based upon severity levels also as set forth on **Exhibit "G"** attached hereto. All costs incurred by Landlord in connection with any and all inspections, tests, maintenance, repairs and replacements shall be Expenses, and Tenant shall pay Tenant's Proportion thereof.

**Section 8.3. Damage Caused by Tenant's Neglect.** Notwithstanding anything to the contrary in this Lease, if any damage, repair or replacement to the Premises, the Park, the Project or any equipment or appurtenance in the Project, results from any act or negligence of Tenant or any member of the Tenant Group (hereinafter defined), Tenant shall be liable therefor and, upon demand by Landlord, Tenant shall reimburse Landlord for all costs and expenses incurred in connection with such damages, repairs and replacements.

## **ARTICLE IX - TENANT'S INSURANCE**

### **Section 9.1. Tenant's Insurance.**

A. Tenant shall procure and maintain, or cause to be maintained, at all times during the Term, at Tenant's sole cost and expense, and until each and every obligation of Tenant contained in this Lease has been fully performed, no less than the following insurance: (i) insurance covering all of Tenant's employees for Worker's Compensation, in statutory amounts, and Employer's liability coverage of: \$1,000,000.00 for each accident, each employee and per policy and shall include a waiver of subrogation in favor of Landlord and Landlord's property manager; (ii) Commercial General Liability covering Tenant against any claims arising out of liability for bodily injury and death and personal injury and advertising injury and property damage occurring in and about the Premises,

and/or the Building and otherwise resulting from any acts and operations of Tenant, its agents, contractors, invitees and employees, with combined single limit of \$1,000,000.00 per occurrence and \$2,000,000.00 annual general aggregate. Coverage shall include premises liability, products/completed operation liability, fire legal liability, host liquor liability and contractual liability including coverage for insured contracts; (iii) when any motor vehicles are used in connection with this Lease, Tenant shall provide Automobile Liability Insurance to include owned, non-owned or hired automobiles and automobile contractual liability with limits of not less than \$200,000.00 combined single limit and \$300,000.00 in the aggregate and such other coverages as required by the laws of the State where the Premises are located; (iv) Umbrella Liability Insurance to be excess and follow-form over the Commercial General Liability and Employer's Liability Insurance. The Umbrella Liability policy shall be written on an "occurrence" form with a limit of liability of \$5,000,000.00 and a Self-Insured Retention no greater than \$10,000.00; (v) property coverage provided under a Special Form or "All Risks" policy, in an amount of the full replacement cost value of the Tenant's Property (which shall include Alterations) and include an agreed amount endorsement waiving any coinsurance limitation; (vi) Business Income coverage with limits not less than an amount necessary to cover continuing expenses including Rent and extra expenses for at least one (1) year; and (vii) such other policy or policies as are deemed reasonably necessary by Landlord. If, pursuant to the provisions of Section 1.1 of this Lease, Tenant is in the business of manufacturing, selling, distributing, serving or furnishing alcoholic beverages, then Tenant shall obtain and maintain, throughout the entire Term, liquor liability and dram shop insurance, in such amounts as Landlord may require, and if no such amount is specified by Landlord, in amounts no less than the minimums required by Applicable Law. In addition to the aforementioned insurances, and during any such time as any alterations or work is being performed at the Premises (except that work being performed by the Landlord or by a contractor hired by Landlord) Tenant, at its sole cost and expense, shall carry, or shall cause to be carried and shall deliver to Landlord at least ten (10) days prior to commencement of any such alteration or work, evidence of insurance with respect to (a) workers compensation insurance covering all persons employed in connection with the proposed alteration or work in statutory limits, (b) general/excess liability insurance, in an amount commensurate with the work to be performed but not less than \$2,000,000.00 per occurrence and in the aggregate, for ongoing and completed operations insuring against bodily injury and property damage and naming all additional insured parties as outlined below and required of Tenant and shall include a waiver of subrogation in favor of such parties, (c) builders risk insurance, to the extent such alterations or work may require, on a completed value form including permission to occupy, covering all physical loss or damages, in an amount and kind reasonable satisfactory to Landlord, and (d) such other insurance, in such amounts, as Landlord deems reasonably necessary to protect Landlord's interest in the Premises from any act or omission of Tenant's contractors or subcontractors. Tenant may meet all insurance requirements in this Lease through any combination of primary, excess or self-insurance coverage.

B. All of Tenant's insurance policies, except for self-insured coverage as allowed by Section 9.1.D. below, shall: (i) be written with insurance companies authorized to do business in the State where the Premises are located, acceptable to Landlord, with a minimum A.M. Best rating of A-VII; (ii) name Landlord, Landlord's mortgagee and other

parties as designated by Landlord, as additional insureds and loss payees as their respective interests may appear and shall provide such additional insured status for on-going and completed operations, (iii) provide defense expense in addition to the limit of liability stated in the policy, (iv) be primary and non contributory and (v) provide a waiver of subrogation endorsement in favor of Landlord and other parties as required by Landlord. Tenant agrees and shall provide thirty (30) days advance written notice of cancellation or non-renewal for any reason (except ten (10) days for non-payment of premium) to Landlord with regard to any policies of insurance required herein above. Tenant shall furnish to Landlord, prior to the Commencement Date, and thereafter at least ten (10) days prior to the expiration of each such policy, certificates of insurance evidencing all required coverages, together with a copy of the endorsement(s), specifically but not limited to Waiver of Rights to Recover from Others, Additional Insureds (ongoing and completed operations) and Contractual Liability endorsements.

C. Landlord and Tenant further agree any and all deductibles on insurance policies required to be provided by Tenant shall be borne by Tenant and shall be considered insurance for purposes of the Waiver of Subrogation obligation set forth below.

D. Tenant may self-insure some or all of the property and liability insurance coverages required herein that it is otherwise obligated to maintain under this Lease and, accordingly, not to maintain the policies that are otherwise required hereunder, subject to Tenant maintaining appropriate loss reserves as required by Legal Requirements. All amounts paid or required to be paid and all losses or damages resulting from risks for which Tenant has elected to self-insure will be subject to the waiver of subrogation provisions of this Section 9.1. Self-insurance shall mean that Tenant is itself acting as though it were the insurance company providing the insurance required under the provisions of this Lease and Tenant shall pay any amounts due in lieu of insurance proceeds due to its election to self-insure. If Tenant shall elect to self insure, Tenant shall:(i) undertake the defense of any applicable claim, including a defense of Landlord; and (ii) pay or apply an amount equal to the proceeds which would have been available from insurance proceeds but for such election of Tenant to self-insure.

**Section 9.2. Landlord's Insurance.** Landlord shall maintain (i) commercial general liability insurance covering the Project at limits no less than those required by Landlord's mortgagee, (ii) Special Form "All Risk" property insurance covering the full replacement cost of the Building (including Building Fixtures) with no coinsurance limitation and including all coverages and perils as required by Landlord and Landlord's mortgagee, if any, and (iii) such other insurance deemed necessary by Landlord. The cost of all insurance described in this Section 9.2 and all deductibles paid thereunder shall be a part of Insurance Expenses.

**Section 9.3. Waiver.** Landlord and Tenant agree to have all property insurance policies which are required to be carried by either of them under this Lease either endorsed to provide that the insurer waives all rights of subrogation which such insurer might have against the other party and Landlord's mortgagee, if any or to have such policies give permission for the respective Landlord or Tenant to waive recovery rights in writing prior to a loss. By this clause, the parties intend and hereby agree that the risk of loss or damage to property shall be borne by the parties' insurance carriers. It is hereby agreed that Landlord and Tenant shall look solely to, and seek

recovery from, only their respective insurance carriers in the event a loss is sustained for which Property Insurance is carried or is required to be carried under this Lease. If Landlord elects to self-insure any of the insurance required of Landlord under this Lease, Landlord shall be considered an insurance carrier for purposes of this Section. Without limiting any release or waiver of liability or recovery contained in any other Section of this Lease but rather in confirmation and furtherance thereof, Landlord waives all claims for recovery from Tenant, and Tenant waives all claims for recovery from Landlord, and their respective agents, partners and employees, for any loss or damage to any of its property insured under the insurance policies required under this Lease. The provisions of this Section 9.3 will survive the expiration or termination of this Lease.

#### **ARTICLE X - DAMAGE OR DESTRUCTION**

**Section 10.1. Damage: Lease to Terminate.** If the Premises or any portion thereof is damaged by fire or other causes and Landlord shall decide to demolish or not rebuild the same, then, in such event, Landlord shall have the right to terminate this Lease by notice to Tenant given within sixty (60) days after the date of such fire or other casualty. Such termination shall be effective on the termination date stated in the written notice provided by Landlord, which termination date shall be not less than thirty (30) days after the date of such written notice. In such event, Rent shall be apportioned on a per diem basis and paid through the date of such termination; provided, however, from the date of such fire or other casualty, Rent shall abate in such proportion of the Premises thus destroyed or rendered untenable.

**Section 10.2. Damage: Lease to Continue.** If the Project or any part of the Project is damaged by fire or other causes covered by insurance and Landlord chooses to rebuild, then Landlord shall proceed with reasonable diligence, subject to Force Majeure Delay and Landlord's receipt of insurance proceeds, to repair and restore the Project, at its sole cost and expense, up to the amount of any insurance proceeds. In such event, provided that: (a) the fire or casualty was not caused by the act or neglect of Tenant, its agents or employees; and (b) the fire or casualty rendered the Premises or a portion thereof unusable; then Rent shall abate beginning with the date of the fire or casualty and ending on the date Landlord tenders the Premises (or damaged portion thereof) to Tenant. Such abatement shall be in proportion to the portion of the Premises that is unusable. Landlord's obligation to repair, restore or rebuild the Project shall be limited to restoring the Project to substantially the same condition in which the Project existed prior to the fire or casualty. In no event shall Landlord be required to repair or replace any Alterations or improvements made by Tenant or any of Tenant's Property (hereinafter defined).

**Section 10.3. Insurance Proceeds.** In the event of any casualty, all insurance proceeds under policies purchased by Landlord shall be payable to Landlord.

#### **ARTICLE XI – LIENS**

**Section 11.1. Lien Claims.** Tenant shall be responsible for any lien claim arising out of any work done or materials supplied at Tenant's request or on Tenant's behalf, including any such claims arising from work done or materials supplied at the request of any subtenant or on any subtenant's behalf not caused by Landlord's failure to pay therefor. Tenant shall not do any act which shall in any way encumber title to the Project or any part of the Project, nor shall any interest or estate of Landlord in the Project be in any way subject to any claim by way of lien or

encumbrance, whether by operation of law or by virtue of any express or implied contract by Tenant. Any claim to or lien upon the Project arising from any act or omission of Tenant shall accrue only against the leasehold estate of Tenant and shall in all respects be subject and subordinate to the paramount title and rights of Landlord in and to the Project. Tenant will not permit the Premises or any other part of the Project to become subject to any mechanics', laborers' or materialmen's lien on account of labor or material furnished to Tenant or claimed to have been furnished to Tenant in connection with work of any character performed or claimed to have been performed by or at the direction or sufferance of Tenant. If any such lien so attaches and Tenant fails to pay and remove the same within the earlier to occur of: (a) ten (10) days after notice of the lien and (b) the date required under any mortgage encumbering the Project, then Landlord, at its election, and in addition to any other remedies available under this Lease, or pursuant to Applicable Law, may pay and satisfy the same and in such event the sums so paid by Landlord, with interest from the date of Landlord's payment thereof at the Delinquency Rate, shall be deemed to be Additional Rent due and payable by Tenant at once without notice or demand. Tenant shall be responsible to pay the amount of any loss, cost, damage or expense, including attorney's fees, incurred by Landlord arising out of any lien claim or out of any other claim relating to work done or materials supplied at Tenant's request or on Tenant's behalf not caused by Landlord's failure to pay a contractor retained by Landlord.

## **ARTICLE XII - TENANT ALTERATIONS AND SIGNAGE**

**Section 12.1. Alterations.** Tenant shall not make any alterations, additions or improvements (each, an "Alteration" and collectively, "Alterations") to the Premises without, in each instance, the prior written consent of Landlord, which shall not be unreasonably withheld.

**Section 12.2. Ownership of Alterations.** At Landlord's option, at the end of the Term, (A) all Alterations shall become the property of Landlord and shall remain upon and be surrendered with the Premises as a part thereof; or (B) any or all of the Alterations must be removed by Tenant (or by Landlord at Tenant's cost as provided in Section 25.2 below) and the Premises must be restored as close as reasonably possible to its original condition. When Tenant requests Landlord's consent to perform any Alterations, such request may contain a specific request of Landlord as to whether the Alterations will be required to be removed upon the end of the Term. If the request contains such a request, Landlord shall, in granting or denying its consent to the performance of the Alterations, indicate whether or not the Alterations will be required to be removed upon termination of this Lease.

**Section 12.3. Signs.** Tenant shall not place any signs on any part of the Project or the exterior of the Premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld.

## **ARTICLE XIII – CONDEMNATION**

**Section 13.1. Taking: Lease to Terminate.** If a portion of the Project shall be lawfully taken or condemned for any public or quasi public use or purpose, or conveyed under threat of such condemnation and as a result thereof the Premises cannot be used for the same purpose as before such taking, sale or condemnation, the Tenant's right to possession under this Lease shall end upon the date of the taking, sale or condemnation by the condemning authority. Tenant hereby

assigns to Landlord, Tenant's interest, if any, in such award and any award paid as a consequence of any taking, sale or condemnation, shall be paid to Landlord. If any part of the Project shall be so taken or condemned, or if the grade of any street or alley adjacent to the Project is changed by any competent authority and such taking or change of grade makes it necessary or desirable to demolish, substantially remodel, or restore the Building, Landlord shall also have the right to terminate this Lease upon written notice given not less than sixty (60) days prior to the date of termination designated in such notice.

**Section 13.2. Taking: Lease to Continue.** If a portion of the Project shall be lawfully taken or condemned for any public or quasi public use or purpose or conveyed under threat of such condemnation and Landlord does not terminate this Lease as permitted by Section 13.1, and despite such taking, sale or condemnation, the Premises can be used for the same purpose as before such taking, sale or condemnation, this Lease shall not terminate. In such event, Landlord, at its sole cost and expense up to the amount of any award, shall, to the extent practical, promptly (subject to Force Majeure Delay and Landlord's receipt of condemnation proceeds) repair and restore the remainder of the Project. In the event of a taking of any portion of Land only, this Lease shall not terminate and Landlord shall not be obligated to repair or restore the Land. Tenant hereby assigns to Landlord, Tenant's interest, if any, in such award and any award paid as a consequence of any taking, sale or condemnation, shall be paid to Landlord. Any portion of an award not disbursed by Landlord in connection with the repair or restoration of the Project shall be retained by Landlord.

#### **ARTICLE XIV - ASSIGNMENT AND/OR SUBLETTING BY TENANT**

**Section 14.1. No Assignment, Subletting or Other Transfer.** Tenant shall not assign this Lease or any interest hereunder, nor shall Tenant sublet or permit the use or occupancy of the Premises or any part thereof by anyone other than CBP pursuant to the GSA Lease, without the prior written consent of Landlord, which consent shall not be unreasonably withheld. Consent by Landlord pursuant to this Article XIV shall not be deemed, construed or held to be consent to any additional assignment or subletting, but each successive act shall require similar consent of Landlord. Tenant shall reimburse Landlord for any costs or expenses incurred pursuant to any request by Tenant for consent to any such assignment or subletting, except the sublease to CBP pursuant to the GSA Lease approved in Article XXXII below.

**Section 14.2. Operation of Law.** Tenant shall not allow or permit any transfer of this Lease, or any interest hereunder, by operation of law, or convey, mortgage, pledge or encumber this Lease or any interest hereunder.

**Section 14.3. Excess Rental.** If Tenant shall, with Landlord's prior written consent, sublets the Premises, one hundred percent (100%) of the rental in excess of the Base Rent and any Additional Rent herein provided shall be paid by Tenant to Landlord promptly when due under any sublease as Additional Rent due hereunder.

**Section 14.4. Notice and Information.** Tenant shall notify Landlord in writing of Tenant's intent to assign this Lease or any right or interest hereunder, or to sublease the Premises or any part thereof (except the GSA Lease approved in Article XXXII). Such notice, and any request for Landlord's consent under this Article XIV, shall include the name of the proposed

assignee or sublessee, the nature of the proposed assignee's or sublessee's business to be conducted on the Premises, the terms and provisions of the proposed assignment or sublease, a copy of the proposed assignment or sublease form, and such other information as Landlord may reasonably request concerning the proposed assignee or sublessee, including, but not limited to, net worth, income statements and other financial statements for a two (2) year period preceding Tenant's notice or request for consent, evidence of insurance complying with the requirements of this Lease, and/or an environmental questionnaire from the proposed assignee or sublessee.

**Section 14.5. No Release of Liability.** No assignment or subletting shall relieve Tenant of its obligations hereunder, and Tenant shall continue to be liable as a principal and not as a guarantor or surety, to the same extent as though no assignment or sublease had been made.

#### **ARTICLE XV – AUDIT RIGHTS**

##### **Section 15.1. Audit Rights and Retention of Records.**

A. Tenant shall have the right to audit the books, records, and accounts of Landlord in connection with any costs and expenses that are incurred by Landlord and charged to Tenant under this Lease. Landlord shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to such costs and expenses under this Lease. All such books, records, and accounts shall be kept in electronic or paper formats, and within five (5) business days after written request, Landlord shall make same available to Tenant.

B. Landlord shall preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to this Lease for at least three (3) years after expiration or termination of this Lease or until resolution of any audit findings, whichever is longer. Any audit or inspection pursuant to this section may be performed by any Tenant representative (including any outside representative engaged by Tenant). Landlord hereby grants Tenant the right to conduct such audit or review at Landlord's place of business, if deemed appropriate by Tenant, with three (3) business days' advance notice.

C. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for Tenant's disallowance and recovery of any payment upon such entry. If an audit or inspection in accordance with this section discloses overpricing or overcharges to Tenant by Landlord in excess of five percent (5%) of the total contract billings reviewed by Tenant, the reasonable actual cost of Tenant's audit shall be reimbursed to Tenant by Landlord in addition to making adjustments for the overcharges. Any adjustments or payments due as a result of such audit or inspection shall be made within thirty (30) days after presentation of Tenant's findings to Landlord.

**ARTICLE XVI – INTENTIONALLY DELETED**

**ARTICLE XVII - ESTOPPEL CERTIFICATES**

**Section 17.1. Estoppel Certificate.** Tenant agrees that on the Commencement Date and at any time and from time to time thereafter, upon not less than five (5) days' prior written request by Landlord, Tenant will execute, acknowledge and deliver to Landlord, Landlord's mortgagee, purchaser, or any other third party designated by Landlord, a statement in writing in the form of **Exhibit "H"** attached hereto. Tenant further agrees to certify to any prospective purchaser or mortgagee any other reasonable information specifically requested by such prospective purchaser or mortgagee.

**ARTICLE XVIII - INSPECTION AND SIGNS**

**Section 18.1. Inspections.** Subject to Section 4.11 (Identity Verification of Personnel) of the GSA Lease, with CBPs consent, Tenant agrees to permit Landlord and any authorized representatives of Landlord to enter the Premises at all reasonable times on reasonable advance notice for the purpose of inspecting the Premises, performing Landlord's obligations under this Lease or enforcing Landlord's rights under this Lease. Notwithstanding the foregoing, subject to Section 4.11 (Identity Verification of Personnel) of the GSA Lease, in the case of an Emergency Situation (hereinafter defined) or upon the occurrence of an Event of Default, no notice shall be required. Any such inspections shall be solely for Landlord's purposes and may not be relied upon by Tenant or any other person.

**Section 18.2. Signs.** Subject to Section 4.11 (Identity Verification of Personnel) of the GSA Lease, Tenant agrees to permit Landlord and any authorized representative of Landlord to enter the Premises at all reasonable times during business hours on reasonable advance notice to exhibit the same for the purpose of sale, mortgage or lease, and during the final twelve (12) month period of the Term, Landlord may display on the Premises customary "For Sale" or "For Rent" signs. Landlord may also install signs reflecting Landlord's logo on the Premises.

**ARTICLE XIX – BUILDING FIXTURES AND TENANT'S PROPERTY**

**Section 19.1. Building Fixtures.** The Building and all other Building improvements located on the Land, whether or not attached or affixed to the Premises, including, but not limited to: (i) all structural components of the Building; (ii) the Tenant Improvements; (iii) approved Alterations (designated to remain on the Premises); (iv) all plumbing, heating, lighting, electrical, and air conditioning fixtures and equipment; and (v) other fixtures, equipment, and articles of personal property used in the operation of the Premises (but excluding Tenant's Property, as hereinafter defined) (collectively, "**Building Fixtures**"), shall be and remain a part of the Premises and shall constitute the property of Landlord.

**Section 19.2. Tenant's Property.** All of Tenant's trade fixtures and other personal property brought onto the Premises by Tenant (herein referred to as "**Tenant's Property**") shall be and remain the personal property of Tenant except as otherwise expressly provided by **Section 25.2** of this Lease.

**ARTICLE XX – DEFAULT**

**Section 20.1. Tenant's Default.** Tenant agrees that the occurrence of any one or more of the following events shall be considered an "**Event of Default**" under this Lease:

A. Tenant shall fail to make any payment of Rent or other payment required to be made by Tenant hereunder when due and such failure shall continue for fifteen (15) days after notice thereof in writing by Landlord to Tenant; or

B. Tenant shall fail to carry all required insurance under this Lease and such failure shall continue for fifteen (15) days after notice thereof in writing by Landlord to Tenant; or

C. Tenant has made any material misrepresentation, or failed to disclose a material fact, under this Lease or in connection with any information submitted or furnished to Landlord by Tenant; or

D. Tenant shall fail to provide an estoppel certificate with the time period required under Section 17.1 of this Lease and such failure shall continue for ten (10) days after notice thereof in writing by Landlord to Tenant;

E. If Tenant fails to perform any covenant, promise or agreement on the part of Tenant contained in this Lease not otherwise specified in this Section 20.1 and such failure shall continue for thirty (30) days after notice thereof in writing by Landlord to Tenant, or if such failure or condition which gives rise thereto cannot with due diligence and good faith be cured within such thirty (30) day period, if Tenant shall not in good faith and within the period of thirty (30) days commence the curing of such failure and pursue the curing of such failure continuously and diligently and in good faith to the end that such failure shall be cured within such minimum period in excess of thirty (30) days as may be reasonably necessary to cure such failure through pursuing such cure promptly, diligently, continuously and in good faith; provided, however, that such additional period beyond thirty (30) days shall not apply to a failure that creates a clear and present danger to persons or property or materially adversely affects the Premises, or if the failure is one for which Landlord (or any officer or other agent or beneficial or other owner thereof) may be subject to fine or imprisonment.

F. Notwithstanding anything contain in this Section 20.1 to the contrary, if Tenant shall default in its performance of or breaches any of the terms, covenants, and conditions required herein to be kept and performed by Tenant three (3) or more times in three (3) consecutive months over the Term hereof, and regardless of whether Tenant has cured each individual condition of breach or default, Tenant may be determined by Landlord to be a "habitual violator." At the time that such determination is made, Landlord shall issue to Tenant a written notice advising of such determination and citing the circumstances therefor. The notice shall also advise Tenant that there shall be no further notice or grace periods to correct any subsequent breaches or defaults and that any subsequent breaches or defaults of whatever nature, taken with all previous breaches and defaults, shall be considered cumulative and collectively shall constitute a condition of

noncurable default and Landlord shall have the right to exercise any right or remedy set forth in Article XXI hereof without further notice to Tenant.

### **ARTICLE XXI – REMEDIES**

**Section 21.1. Landlord's Remedies.** Upon the occurrence of any Event of Default and at any time thereafter, Landlord may, at its election, exercise any one or more of the following described remedies, in addition to all other rights and remedies provided at law, in equity or elsewhere herein:

A. Landlord may terminate this Lease by giving to Tenant written notice of Landlord's election to do so, in which event the Term and all right, title and interest of Tenant hereunder shall end on the date stated in such notice;

B. Landlord may terminate the right of Tenant to possession of the Premises without terminating this Lease, by giving written notice to Tenant that Tenant's right of possession shall end on the date stated in such notice, whereupon the right of Tenant to possession of the Premises or any part thereof shall cease on the date stated in such notice;

C. Landlord may at any time and from time to time, to the fullest extent permitted by law, set off and apply any amounts owing by Landlord, as lessee, to Tenant, as lessor, under the Primary Lease, irrespective of whether or not such obligations may be unmatured;

D. Landlord may enforce the provisions of this Lease and may enforce and protect the rights of Landlord by a suit or suits in equity or at law for the performance of any covenant or agreement herein, and for the enforcement of any other appropriate legal or equitable remedy, including without limitation (i) injunctive relief, (ii) recovery of all moneys due or to become due from Tenant under any of the provisions of this Lease, and (iii) any other damages incurred by Landlord by reason of an Event of Default; and

E. Landlord may reenter and take possession of the Premises or any part of the Premises, repossess the same, expel Tenant and those claiming through or under Tenant, and remove the effects of both or either, using such force for such purposes as may be necessary, without being liable for prosecution, without being deemed guilty of any manner of trespass, and without prejudice to any remedies for arrears of Rent or other amounts payable under this Lease or as a result of any other Event of Default or breach of this Lease.

**Section 21.2. Reentry to Premises.** Should Landlord elect to reenter as provided herein with or without terminating this Lease, or should Landlord take possession pursuant to legal proceedings or pursuant to any notice provided by law, Landlord may, from time to time, without terminating this Lease, rent the Premises or any part of the Premises, for such term or terms (which may be greater or less than the period which would otherwise have constituted the balance of the Term) and on such conditions and upon such other terms (which may include concessions of free rent and alteration and repair of the Premises) as Landlord, in its discretion, may determine, and Landlord may collect and receive the rent due in connection therewith. Landlord shall not be required to accept any tenant offered by Tenant or any third party or observe any instruction given by Tenant relative to such reletting. Landlord will in no way be responsible or liable for any failure

to relet the Premises, or any part of the Premises, or for any failure to collect any rent due upon such reletting. No such reentry or taking possession by Landlord will be construed as an election on Landlord's part to terminate this Lease. No written notice from Landlord under this Article XXI or under a forcible or unlawful entry and detainer statute or similar law will constitute an election by Landlord to terminate this Lease unless such notice specifically so states. Landlord reserves the right following any such reentry or reletting to exercise its right to terminate this Lease by giving Tenant such written notice, in which event this Lease will terminate as specified in such notice.

**Section 21.3. Damages Without Lease Termination.** If Landlord does not elect to terminate this Lease, but on the contrary elects to take possession of the Premises, then, in addition to all other rights and remedies of Landlord, Tenant shall pay to Landlord (i) Rent and other sums as provided in this Lease that would be payable under this Lease if such repossession had not occurred, less (ii) the net proceeds, if any, of any reletting of the Premises after deducting all of Landlord's reasonable expenses in connection with such reletting, including without limitation all repossession costs, brokerage commissions, attorneys' fees, expenses of employees, alteration and repair costs, and expenses of preparation for such reletting. If, in connection with any reletting, the new lease term extends beyond the Term, or the Premises covered by such new lease includes other premises not part of the Premises, a fair apportionment of the rent received from such reletting will be made in determining the net proceeds from such reletting. Tenant will pay such Rent and other sums to Landlord monthly on the day on which such sums would have been payable under this Lease if possession had not been retaken, and Landlord shall be entitled to receive such Rent and other sums from Tenant on each such day.

**Section 21.4. Damages Upon Lease Termination.** If Landlord elects to terminate this Lease, then in addition to all other rights and remedies of Landlord, Tenant shall remain liable to pay to Landlord as damages an amount equal to (i) all Rent due hereunder accrued and unpaid for the period up to and including the date of termination, plus (ii) all other additional sums payable by Tenant or for which Tenant is liable under any of the provisions of this Lease, which may then be owing and unpaid, plus (iii) all costs and expenses, including, without limitation, court costs and reasonable attorneys' fees incurred by Landlord in the enforcement of any of its rights and remedies hereunder, plus (iv) the present value of the Rent provided to be paid for the remainder of the Term, plus (v) interest on the foregoing amounts at the Delinquency Rate from the date of Landlord's notice to Tenant demanding payment therefor until paid.

In the alternative, Landlord shall have the right, from time to time, to recover from Tenant upon demand, and Tenant shall remain liable to pay Landlord for: (i) all Rent and other amounts due and owing under this Lease not previously paid pursuant to the provisions of this Lease, plus (ii) damages equal to the sum of: (y) all Rent and all other sums which would have accrued under this Lease after the date of termination had it not been terminated, such damages to be due and payable as such sums would have become due, less (z) such amounts as Landlord may actually receive from reletting after first paying all costs of such reletting, including, without limitation, the expenses enumerated in Section 21.3 and the net amounts of rent collected remaining after such expenses shall operate only as an off setting credit against the amount due hereunder with any excess or residue belonging solely to Landlord, plus interest on the foregoing sum at the Delinquency Rate from the date of Landlord's notice to Tenant demanding payment therefor until paid.

**Section 21.5. Survival of Tenant Obligations.** Neither the expiration or termination of this Lease, nor the taking of possession and/or reletting of the Premises or any part thereof, shall relieve Tenant of its liabilities and obligations hereunder, except as specifically provided herein, and all of Tenant's liabilities and obligations under this Lease shall survive such expiration, termination, repossession or reletting except as otherwise specifically provided.

**Section 21.6. Waiver.** No failure by either party to insist upon the strict performance by the other party of any covenant, agreement, term or condition of this Lease or to exercise any right or remedy consequent upon a breach thereof, and no payment or acceptance of full or partial Rent during the continuance of any such breach, shall constitute a waiver of any such breach or of such covenant, agreement, term or condition. No covenant, agreement, term or condition of this Lease to be performed or completed with by either party, and no breach thereof, shall be waived, altered or modified except by a written instrument executed by the other party. No waiver of any breach shall affect or alter this Lease, but each and every covenant, agreement, term and condition of this Lease shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

**Section 21.7. Suits to Recover Damages.** Suit or suits for the recovery of damages, or for a sum equal to any installment or installments of Rent payable hereunder or any other sums payable by Tenant to Landlord pursuant to this Lease, may be brought by Landlord at any time and from time to time at Landlord's election, and nothing herein contained shall be deemed to require Landlord to await the date whereon this Lease or the Term would have expired had there been no Event of Default.

**Section 21.8. Receipt of Payment after Termination.** No receipt of moneys by Landlord from Tenant after the termination of this Lease or Tenant's right to possession, or after the giving of any notice of the termination of this Lease or Tenant's right to possession, shall reinstate, continue or extend the Term or affect any notice theretofore given to Tenant, or operate as a waiver of the right of Landlord to enforce the payment of Rent payable by Tenant hereunder or thereafter falling due, or operate as a waiver of the right of Landlord to recover possession of the Premises or any part thereof by proper remedy, it being agreed that after the service of notice to terminate this Lease or Tenant's right to possession or the commencement of any suit or summary proceedings, or after a final order or judgment for the possession of the Premises, or any part thereof or interest therein, Landlord may demand, receive and collect any moneys due or thereafter falling due without in any manner affecting such notice, proceeding, order, suit or judgment, all such moneys collected being deemed payments on account of the Tenant's liability hereunder.

**Section 21.9. Cumulative Remedies.** No remedy contained herein or otherwise conferred upon or reserved to Landlord shall be considered exclusive of any other remedy, but the same shall be cumulative and shall be in addition to every other remedy given herein, now or hereafter existing at law or in equity, and every power and remedy given by this Lease to Landlord may be exercised from time to time and as often as occasion may arise or as may be deemed expedient. No delay or omission of Landlord to exercise any right, remedy or power arising from any Event of Default shall impair any such right, remedy or power or shall be construed to be a waiver of any such Event of Default or an acquiescence therein.

**Section 21.10. Landlord Default.** If Landlord fails to perform any agreement on the part of Landlord contained in this Lease and such failure shall continue for thirty (30) days after notice thereof in writing by Tenant to Landlord, or if such failure or condition which gives rise thereto cannot with due diligence and good faith be cured within such thirty (30) day period, if Landlord shall not in good faith and within the period of thirty (30) days commence the curing of such failure and pursue the curing of such failure continuously and diligently and in good faith to the end that such failure shall be cured within such minimum period in excess of thirty (30) days as may be reasonably necessary to cure such failure through pursuing such cure promptly, diligently, continuously, and in good faith, then, Tenant may undertake to cure such default on behalf of Landlord, and thereupon Landlord agrees to pay Tenant, within thirty (30) days after receipt of a demand from Tenant, all actual and reasonable costs and expenses (including reasonable attorneys' fees) incurred by Tenant in taking such remedial actions, as evidenced by invoices, lien waivers and other documentation reasonably requested by Landlord. In addition, Tenant shall have the right to seek an injunction requiring Landlord to perform its obligations under this Lease; provided, however, under no circumstances shall Tenant have the right to terminate this Lease as a result of a default or breach of this Lease by Landlord.

## **ARTICLE XXII - LANDLORD'S PERFORMANCE OF TENANT'S COVENANTS**

**Section 22.1. Landlord's Right to Perform Tenant's Obligations.** If Tenant shall fail to perform any of its obligations hereunder within the time period (if any) set forth herein, Landlord may (but shall not be obligated to do so), in addition to any other remedies available at law, in equity, or pursuant to this Lease and without waiving or releasing Tenant from any obligation of Tenant hereunder, make any payment or perform any other act which Tenant is obligated to make or perform under this Lease. All sums so paid and all liabilities so incurred by Landlord, together with interest thereon at the Delinquency Rate, shall be payable to Landlord upon demand as Additional Rent. Except in the case of an Emergency Situation, Landlord shall use reasonable efforts to give prior notice (which may be oral) of its performance, if reasonably feasible under the circumstances. Nothing contained herein shall be construed to require Landlord to advance monies for any purpose. The term "**Emergency Situation**" shall mean a situation which has caused or is likely to cause bodily injury to persons, contamination of or physical damage to the Park or Project (or any portion thereof) or adjoining property or economic liability or criminal jeopardy to Landlord.

## **ARTICLE XXIII - SUBORDINATION TO MORTGAGES**

**Section 23.1. Subordination.** Landlord may execute and deliver a mortgage or trust deed in the nature of a mortgage (both sometimes referred to as "**Mortgage**") against the Project or any portion thereof. This Lease and the rights of Tenant hereunder, shall automatically, and without the requirement of the execution of any further documents, be and are hereby made expressly subject and subordinate at all times to the lien of any Mortgage now or hereafter encumbering any portion of the Project, and to all advances made or hereafter to be made upon the security thereto provided that the holder of any such Mortgage shall not disturb the rights of Tenant hereunder so long as Tenant pays the rent and performs its obligations hereunder. Additionally, as a condition precedent to the future subordination of this Lease to a future Mortgage, Landlord shall be required to obtain a non-disturbance, subordination and attornment agreement from Landlord's mortgagee, and Tenant agrees to execute and deliver, such subordination, non-disturbance and attornment

agreement in a form customarily required by institutional lenders as may be requested in writing by Landlord from time to time. Notwithstanding anything to the contrary contained herein, any mortgagee under a Mortgage may, by notice in writing to the Tenant, subordinate its Mortgage to this Lease.

#### **ARTICLE XXIV - CLAIMS AND WAIVER**

**Section 24.1. Claims.** Tenant shall be responsible for all loss, cost, damage, expense and liability, including, without limitation, reasonable attorneys' fees (collectively, "**Claims**") incurred in connection with or arising from (i) the Use, (ii) Tenant's use of the Premises or the Project or from the conduct of Tenant's business or from any activity, work or thing which may be permitted or suffered by Tenant (or any member of the Tenant Group) in or about the Premises or the Project, and (iii) any Event of Default or breach or failure to perform any obligation on Tenant's part to be performed under this Lease or arising from any actions or omissions of Tenant or any member of the Tenant Group, including, but not limited to, damages to property and injury to persons in or about the Premises or Project arising from any actions or omissions of Tenant or any member of the Tenant Group, and from any and all costs, attorneys' fees and costs (including costs and expenses associated with in-house counsel), expenses and liabilities incurred in the defense of any Claim or any action or proceeding brought thereon, including negotiations in connection therewith. The provisions of this Section 24.1 will survive the expiration or termination of this Lease.

**Section 24.2. Waiver of Claims.** Notwithstanding anything to the contrary contained in this Lease, Tenant shall not make any claim against Landlord for (a) any damage to, or loss of, any property of Tenant or any other person, (b) business interruption or special, indirect or consequential damages, or (c) any acts or omissions of any other tenants in the Building or on the Project. Tenant hereby waives all claims against Landlord with respect to the foregoing. The provisions of this Section 24.2 will survive the expiration or termination of this Lease.

#### **ARTICLE XXV – SURRENDER**

**Section 25.1. Condition of Premises.** Upon the expiration or termination of this Lease, or upon the termination of Tenant's right to possession of the Premises, Tenant will surrender and deliver the Premises to Landlord in the condition existing on the Commencement Date, free of all damage and in accordance with Section 25.2 and in compliance with the Move Out Conditions set forth on Exhibit "F" attached hereto and all Applicable Law.

**Section 25.2. Removal of Tenant's Property and Alterations.** Upon the expiration or termination of this Lease, Tenant shall remove Tenant's Property and Alterations designated by Landlord to be removed in accordance with Section 12.2. Tenant shall repair any injury or damage to the Premises that may result from such removal. If Tenant does not remove Tenant's Property or designated Alterations from the Premises prior to the end of the Term, however ended, Landlord may, at its option, remove the same and deliver the same to any other place of business of Tenant or warehouse the same, and Tenant shall pay the costs of such removal (including the cost of repairing any injury or damage to the Premises resulting from such removal), delivery and warehousing to Landlord on demand, or Landlord may treat Tenant's Property and Alterations as having been conveyed to Landlord with this Lease as a Bill of Sale, without further payment or credit by Landlord to Tenant.

**Section 25.3. Holdover.** If Tenant retains possession of the Premises or any part thereof after the expiration or termination of the Term, then Tenant shall pay to Landlord Rent, at double of the rate payable for the month immediately preceding said holding over (including increases for Additional Rent which Landlord may reasonably estimate), computed on a per month basis, for each month or part thereof (without reduction for any such partial month) that Tenant remains in possession. The provisions of this Section do not limit the Landlord's rights of reentry or any other right hereunder.

#### **ARTICLE XXVI - COVENANT OF QUIET ENJOYMENT**

**Section 26.1. Covenant of Quiet Enjoyment.** Landlord covenants that Tenant, on paying the Rent and all other charges payable by Tenant hereunder, and on keeping, observing and performing all the other terms, covenants, conditions, provisions and agreements herein contained on the part of Tenant to be kept, observed and performed, all of which obligations of Tenant are independent of Landlord's obligations hereunder, shall, during the Term, peaceably and quietly have, hold and enjoy the Premises subject to the terms, covenants, conditions, provisions and agreement hereof free from hindrance by Landlord or any person claiming by, through or under Landlord.

#### **ARTICLE XXVII - NO RECORDING**

**Section 27.1. No Recording.** Neither this Lease nor a memorandum of this Lease shall be recorded.

#### **ARTICLE XXVIII – NOTICES**

**Section 28.1. Notices.** All notices, consents, approvals to or demands upon or by Landlord or Tenant desired or required to be given under the provisions hereof, shall be in writing and shall be deemed properly given (i) on the date delivered, if delivered by hand, (ii) one (1) business day after the date such notice is deposited with a nationally recognized overnight delivery service; or (iii) on the date when received with proof of receipt to the party to whose attention it is directed or when such party refuses to accept receipt if sent, postage prepaid, by certified mail, return receipt requested, addressed, as applicable, to Tenant at Tenant's Notice Address or to Landlord at Landlord's Notice Address or such other address or to such other party which any party entitled to receive notice hereunder designates to the others in writing by a notice duly given hereunder. Absent notice of a change of address in the manner set forth above, any notices, consents, approvals to or demands upon or by Landlord or Tenant shall be deemed given if given as provided above to the Tenant at the Tenant's Notice Address or the Landlord at the Landlord's Mailing Address as set forth in Section 1.1 hereof.

#### **ARTICLE XXIX - COVENANTS, SUCCESSORS AND ASSIGNS**

**Section 29.1. Covenants.** All of the covenants, agreements, conditions and undertakings in this Lease shall extend and inure to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto, the same as if they were in every case specifically named, and shall be construed as covenants running with the land, and wherever in this Lease reference is made to either of the parties hereto, it shall be held to include and apply to, wherever applicable, the heirs, executors, administrators, successors and assigns of such party.

Nothing herein contained shall be construed to grant or confer upon any person or persons, firm, corporation or governmental authority, other than the parties hereto, their heirs, executors, administrators, successors and assigns, any right, claim or privilege by virtue of any covenant, agreement, condition or undertaking in this Lease contained.

**Section 29.2. Sale of Project by Landlord.** Landlord shall at all times during the Term have the right to sell Landlord's leasehold rights and improvements or any part thereof and in connection therewith, to assign Landlord's rights and obligations under this Lease to any such purchaser. The term "**Landlord**", as used in this Lease, so far as covenants or obligations on the part of Landlord are concerned, shall be limited to mean and include only the owner or owners at the time in question of the leasehold estate under the Primary Lease, and in the event of any transfer or transfers of the leasehold estate under the Primary Lease, or any part thereof, Landlord herein named (and in the case of any subsequent transfers or conveyances, the then holder of the leasehold estate under the Primary Lease) shall be automatically freed and relieved of all liability as respects the performance of any covenants or obligations on the part of Landlord contained in this Lease to be performed.

### **ARTICLE XXX - ENVIRONMENTAL MATTERS**

**Section 30.1. Tenant's Covenants with Respect to Environmental Matters.** During the Term, Tenant, at its sole cost and expense, shall:

- A. comply with all Environmental Laws relating to the Use, and/or to Tenant's use, operation and lease of the Premises and other parts of the Park;
- B. not handle, use, generate, treat, dispose of, or permit the use, handling, generation, treatment, storage, or disposal of any Hazardous Material in, on, under, around, or above the Project or Park at any time during the Term;
- C. comply with the terms of any NFR Letters issued with respect to the Project;
- D. not take actions that would in any way violate, invalidate, cause noncompliance with or otherwise affect the validity of any NFR Letter issued with respect to the Project;
- E. upon the discovery of an Environmental Condition: (i) promptly, but not later than three (3) business days after the discovery of the Environmental Condition, notify Landlord of the Environmental Condition; (ii) prior to commencement of any Environmental remediation, submit a proposed scope of work for the Environmental Remediation (including a timetable and a cost estimate), to Landlord for review and approval (subparagraph (ii) shall not apply to the extent inconsistent with any applicable Environmental Law); and (iii) after obtaining Landlord's approval, diligently perform Environmental Remediation until the Environmental Condition is fully remediated;
- F. not install or operate any above or below ground tank (including barrels and drums), sump, pit, pond, lagoon, or other storage or treatment vessel or device on the Project or Park without obtaining Landlord's prior written consent and without the use of adequate secondary containment.

**Section 30.2. Exacerbation.** Tenant shall not be responsible for the remediation of a Pre-Existing Condition. Notwithstanding the foregoing, Tenant shall not exacerbate a Pre-Existing Condition. If Tenant or any member of Tenant Group exacerbates a Pre-Existing Condition during the Term, the provisions of this Article XXX shall apply to such exacerbation of the Pre-Existing Condition as if it were an Environmental Condition.

**Section 30.3. Assessment and Response Rights.** In addition to Landlord's other rights of entry, access and inspection contained in this Lease, Landlord and its agents, representatives and consultants, subject to Section 4.11 (Identity Verification of Personnel) of the GSA Lease, shall have a right of entry and access to the Premises at any time in Landlord's discretion for the purposes of (i) inspecting Environmental Records; (ii) ascertaining the nature of the activities being conducted on the Premises and investigating whether Tenant is in compliance with its obligations under Article XXX of this Lease; (iii) determining the type, kind, and quantity of all products, materials, and substances brought onto the Premises, or made or produced thereon, and (iv) performing such Environmental Investigations as Landlord may desire to perform. Tenant will cooperate with Landlord and Landlord's consultants and will supply, promptly upon request, any information reasonably requested to facilitate the completion of the Environmental Investigations. Landlord and its agents and representatives shall have the right to take samples in quantities sufficient for analysis of all products, materials, and substances present on the Premises.

**Section 30.4. Copies of Notices.** During the Term, Tenant shall promptly provide Landlord with copies of all Environmental Notices. If any Hazardous Material is released: (a) by Tenant or any member of the Tenant Group or (b) on, to or from the Project or Premises during the Term, and such release requires reporting to any federal, state, or local agency or authority pursuant to any Environmental Law, Tenant shall promptly notify Landlord (in no event later than three (3) days after first discovering the commencement of a release) of the facts and the actions being taken to remediate and otherwise respond to the release. Tenant agrees to contemporaneously provide Landlord with copies of all documents submitted to any federal, state or local agency or authority related to such release.

**Section 30.5. Tests and Reports.** Upon written request by Landlord, Tenant shall provide Landlord, at Tenant's expense, with: (i) copies of all environmental reports and tests prepared or obtained by or for Tenant or any occupant of the Premises; (ii) copies of transportation and disposal contracts (and related manifests, schedules, reports, and other information) entered into or obtained by Tenant with respect to any Hazardous Material; (iii) copies of any authorizations or permits issued to Tenant under Environmental Laws with respect to the Premises; and (iv) any other relevant documents and information with respect to environmental matters relating to the Premises. Tenant shall be obligated to provide such documentation only to the extent that the documentation is created by or on behalf of Tenant during the Term or within Tenant's possession or control.

**Section 30.6. Reimbursement.** Tenant shall reimburse Landlord and any Landlord Parties (as hereinafter defined) for any and all Environmental Losses (hereinafter defined) arising out of or in any way connected with any or all of the following: (A) any Hazardous Material which is or was actually or allegedly generated, stored, treated, released, disposed of, or otherwise located on, at, under or migrating from the Project as a result of the act or omission of Tenant or any member of the Tenant Group (regardless of the location at which such Hazardous Material is now

or may in the future be located or disposed of); (B) any actual or alleged illness, disability, injury, or death of any person, in any manner arising out of or allegedly arising out of exposure to any Hazardous Material or other substances or conditions present at the Project as a result of the act or omission of Tenant or any member of Tenant Group, regardless of when any such illness, disability, injury, or death shall have occurred or been incurred or manifested itself; and (C) any failure by Tenant to comply with any obligation under this Article XXX. The obligations of Tenant under this Section 30.6 shall survive any termination or expiration of this Lease. As used herein, the term "**Landlord Parties**" shall mean Landlord, Landlord's property manager, Landlord's mortgagees, if any, and their respective officers, directors, members, employees, agents, representatives, successors and assigns.

**Section 30.7. No Liability of Landlord.** Landlord shall not have any liability to Tenant, any member of the Tenant Group, or any other persons as a result of any Pre-Existing Condition located on the Premises and not caused by Landlord. Tenant hereby waives and releases Landlord from all Environmental Losses arising from any Pre-Existing Condition not caused by Landlord.

**Section 30.8. Article XXX Defined Terms.**

A. "**Environmental Claim**" shall mean and include any demand, notice of violation, inquiry, cause of action, proceeding, orders, decrees, complaints, judgments, or suit for damages (including reasonable attorneys', consultants', and experts' fees, costs or expenses), losses, injuries to person or property, damages to natural resources, fines, penalties, interest, cost recovery, compensation, or contribution resulting from or in any way arising in connection with any Hazardous Material or any Environmental Law, to the extent resulting from Tenant's Use of the Premises or Park.

B. "**Environmental Condition**" shall mean the existence of any Hazardous Material on the Project caused by Tenant's Use of the Premises or Park, other than a Pre-Existing Condition,

(i) in violation of or requiring cleanup under any Environmental Law or the provisions of this Article XXX, or

(ii) in concentrations or at levels exceeding applicable federal, state, or local standards for soil, soil vapor, groundwater, or waste on industrial/commercial properties,

either of which subjects Landlord to liability for any Environmental Claim or which must be remediated to prevent Landlord from incurring loss of any kind.

C. "**Environmental Investigations**" shall mean investigations, invasive sampling, testing, studies, assessments and corrective measures.

D. "**Environmental Law**" shall mean any federal, state, or local law, statute, ordinance, code, rule, regulation, policy, common law (including without limitation, tort, toxic tort, negligence, trespass, nuisance, strict liability or ultra-hazardous activity), license, authorization, decision, order, injunction or ordinance which pertains to health, safety, or the environment (including, but not limited to, pollution, contamination, and

underground or aboveground tanks) together with all rules, regulations, orders, and decrees now or hereafter promulgated under any of the foregoing, as any of the foregoing now exist or may be changed or amended or come into effect in the future.

E. "**Environmental Losses**" means Environmental Claims, Environmental Remediation costs, response costs, Environmental Investigation costs, losses, liabilities, damages, liens, costs, and expenses, including without limitation loss of rental income, loss due to business interruption, diminution in value, and reasonable attorneys' and consultants' fees, costs and expenses, resulting from Tenant's Use of the Premises or Park.

F. "**Environmental Notices**" shall mean summons, citations, directives, information inquiries or requests, notices of potential responsibility, Environmental Claims, investigations, letters, notices of environmental liens or response actions in progress, and other communications, written or oral, actual or threatened, received by Tenant or any occupant of the Premises, from any federal, state, or local agency or authority, or any other entity or individual (including both governmental and non-governmental entities and individuals), concerning: (a) any actual or alleged release of any Hazardous Material on, to, or from the Premises or any part of the Project by Tenant; or (b) any actual or alleged violation of or liability under Environmental Laws by Tenant.

G. "**Environmental Records**" shall mean documentation relating to any Hazardous Material(s) or environmental matters maintained by Tenant or any occupant of the Premises.

H. "**Environmental Remediation**" shall mean any Environmental Investigation, response, cleanup, removal, containment, remediation, corrective or other action relating to an Environmental Condition and: (i) required pursuant to any Environmental Law, (ii) required to satisfy any obligation of Landlord to the County under the Primary Lease, and/or (iii) necessary to prevent Landlord from incurring, or relieve Landlord from, loss of any kind as a result of an Environmental Claim.

I. Intentionally deleted;

J. "**Hazardous Material**" shall include but shall not be limited to any substance, material, or waste that is regulated by any federal, state, or local governmental authority because of toxic, flammable, explosive, corrosive, reactive, radioactive or other properties that may be hazardous to human health or the environment, including without limitation asbestos and asbestos-containing materials, radon, petroleum and petroleum products, urea formaldehyde foam insulation, methane, lead based paint, polychlorinated biphenyl compounds, hydrocarbons or like substances and their additives or constituents, pesticides, agricultural chemicals, and any other special, toxic, or hazardous substances, materials, or wastes of any kind, including without limitation those now or hereafter defined, determined, or identified as "hazardous substances," "hazardous materials," "toxic substances," "hazardous wastes," or "solid waste" in any Environmental Law.

K. "**NFR Letter**" shall mean a "no further remediation" letter, certificate of completion, covenant not to sue, certificate of closure or any other similar environmental

closure document issued by any regulatory body, including any such documents issued in connection with voluntary programs.

L. "**Pre-Existing Condition**" shall mean the presence of any Hazardous Material on the Premises, to the extent such Hazardous Material was not: (i) introduced onto the Premises or any part of the Project by Tenant or any member of the Tenant Group or (ii) introduced onto the Premises on or after the Commencement Date.

#### **ARTICLE XXXI – CONDITIONS PRECEDENT**

**Section 31.1. Condition Precedent of Landlord and Tenant.** In addition to any conditions provided in other provisions of this Lease, Landlord's and Tenant's obligations hereunder are and shall be conditioned on (1) the execution of this Lease by Tenant and Landlord and (2) the execution of the GSA Lease by Tenant and CBP (or Government Services Administration on its behalf) on or before June 30, 2021 ("**GSA Deadline**"). The later date of the two above-described conditions precedent, once/if satisfied, shall be deemed the effective date of this Lease ("**Effective Date**"). If the GSA Lease is not fully executed by the GSA Deadline, then this Lease shall be of no effect; provided, however, upon mutual agreement of Landlord and Tenant, the GSA Deadline may be extended beyond June 30, 2021.

#### **ARTICLE XXXII – GSA LEASE**

**Section 32.1. Sublease to CBP.** Landlord acknowledges that Tenant shall be subletting the Premises to CBP pursuant to the GSA Lease.

**Section 32.2. Consent to Sublease.**

A. Landlord hereby consents to Tenant subleasing the Premises to CBP pursuant to the GSA Lease.

B. The consent of Landlord pursuant to this Section 32.2 (the "**Consent**") shall in no way release Tenant or any person or entity claiming by, through or under Tenant from any of its covenants, agreements, liabilities and duties under this Lease (including, without limitation, all duties to cause and keep Landlord fully insured with respect to any acts or omissions of CBP or its agents, employees or invitees or other matters arising by reason of the GSA Lease or CBP's use or occupancy of the Premises), as the same may be amended from time to time, without respect to any provision to the contrary in the GSA Lease. Tenant agrees that Tenant shall be liable for any loss, costs or expenses incurred by Landlord relating to or resulting from any activities or actions by any subtenant of Tenant or any activities or actions of any member of the Tenant Group.

C. This Consent does not constitute approval by Landlord of any of the provisions of the GSA Lease or agreement thereto or therewith except as may be specifically provided for in this Article XXXII; nor shall the same be construed to amend this Lease in any respect. Landlord shall not be deemed to be bound by any of the terms of the GSA Lease nor, except as specifically provided for in this Article XXXII below, shall Landlord be obligated to perform any obligations of Tenant under the GSA Lease.

D. Tenant and CBP shall not amend the GSA Lease in any respect without the prior written approval of Landlord. In no event shall any such amendment affect or modify or be deemed to affect or modify this Lease in any respect.

E. This Consent does not and shall not be construed or implied to be a consent to any other matter for which Landlord's consent is required under this Lease, including, without limitation, Landlord's consent to any alterations to be made in the Premises or any further sublease of the Premises by either Tenant or CBP except as provided for in Section 32.3 below.

F. Tenant shall be liable to Landlord for any default under this Lease, whether such default is caused by Tenant or CBP or anyone claiming by or through either Tenant or CBP.

**Section 32.3. Final Plans.** Notwithstanding anything contained herein to the contrary, it is understood and agreed that the Final Plans and the Tenant Improvements to be constructed pursuant thereto shall be prepared and constructed in accordance with the requirements of Section 1.08 of the GSA Lease. Wherever in this Lease the terms "Final Plans" and "Tenant Improvements" are used, they shall be deemed to refer to the alterations requested pursuant to Section 1.08 of the GSA Lease. In addition, the Tenant Allowance provided for in Section 4.3 hereof shall be used by Tenant exclusively in connection with its satisfaction of the alterations requested under Section 1.08 of the GSA Lease.

**Section 32.4. Performance of Certain Obligations under the GSA Lease.** Landlord agrees that, upon Tenant's written request, Landlord shall provide or cause to be provided certain utilities and facility services pursuant to the provisions of the GSA Lease during the term of the GSA Lease.

A. Landlord agrees to use reasonable efforts to comply with the requirements set forth in Section 4 of the GSA Lease provided that Landlord is able to engage a third party vendor acceptable to CBP, Tenant and Landlord. Tenant agrees that any fee charged by such vendor for its services and for providing required supplies to the Premises, together with a management fee in an amount equal to two and one half percent (2.5%) of such charges, shall be paid by Tenant to Landlord as Additional Rent hereunder. If Landlord is unable to provide any service requested by CBP pursuant to Section 4 of the GSA Lease, Tenant shall be permitted, at Tenant's sole cost and expense, to provide such service.

B. Provided that any such Alterations are reasonably tailored to CBP's operational requirements at the Premises and Tenant pays the cost of any such alterations in advance of Landlord commencing any such alterations, Landlord agrees to provide alterations requested by CBP pursuant to Section 2.03 of the GSA Lease, at Tenant's expense, if such alterations are approved by Tenant.

C. Notwithstanding anything herein to the contrary, Landlord acknowledges that it has reviewed the GSA Lease and represents that, to the best of its knowledge, the Project complies with the requirements set forth in Article 3 of the GSA Lease. Landlord

shall be responsible, at its sole cost, for making any alterations to the Project necessary to comply with the requirements set forth in Article 3 of the GSA Lease.

D. In no event shall Landlord be required to provide any services to CBP or Tenant unless such services are specifically required hereunder or under the GSA Lease.

**Section 32.5. Subordination.** The GSA Lease is, in all respects, subject and subordinate to this Lease, as the same may be amended from time to time.

**Section 32.6. Termination of Lease.** If at any time prior to the expiration of the term of the GSA Lease this Lease shall terminate or be terminated for any reason (or Tenant's right to possession shall terminate without termination of this Lease), the GSA Lease shall simultaneously terminate. Nothing contained in this Section or in the Consent provided for in Section 32.1 shall be construed to impair or modify any right otherwise exercisable by the Landlord, whether under this Lease, any other agreement or in law.

**Section 32.7. Payments Under GSA Lease.** Landlord shall have no obligation to collect any payments from CBP nor shall the acceptance of such payment be deemed a waiver of any of Landlord's rights or remedies with respect to Tenant under the terms of this Lease.

### **ARTICLE XXXIII – PRIMARY LEASE**

**Section 33.1. Primary Lease.** Tenant acknowledges that the Premises are being leased to Tenant subject to the obligations imposed on Landlord pursuant to the Primary Lease. Tenant shall not do or cause to be done or suffer or permit any act to be done which would or might cause the Primary Lease, or the rights of Landlord under the Primary Lease, to be endangered, cancelled, terminated, forfeited or surrendered, or which would or might cause Landlord to be in default thereunder or liable for any damage, claim or penalty. Tenant shall be responsible and pay for any and all liabilities, suits, judgments, settlements, obligations, fines, damages, penalties, claims, costs, charges and expenses, including, without limitation, engineers', architects' and attorneys' fees, court costs and disbursements, which may be imposed upon or incurred by or asserted against Landlord by reason of, relating to, arising out of or in any way connected with Tenant's failure to comply with the terms hereof. The failure of Tenant to meet its obligations pursuant to the terms of this Section 33.1 shall constitute a default under this Lease. Tenant agrees, as an express inducement for Landlord's execution of this Lease, that if there is any conflict between the provisions of this Lease and the provisions of the Primary Lease which would permit Tenant to do or cause to be done or suffer or permit any act or thing to be done which is prohibited by the Primary Lease, then the provisions of the Primary Lease shall prevail.

**Section 33.2. No Landlord Obligations Under the Primary Lease.** Landlord shall have no duty to perform any obligations of the County, as lessor, under the Primary Lease and shall under no circumstances be responsible for or liable to Tenant for any default, failure of delay on the part of the County, as lessor, in the performance of any its obligations under the Primary Lease, nor shall such default of the County, as lessor, affect this Lease or waive or defer the performance of any of Tenant's obligations under this Lease; provided, however, that in the event of any such default or failure of performance by the County, as lessor under the Primary Lease, Landlord agrees, upon notice from Tenant, to make prompt demand upon the County, as lessor, to

perform its obligations under the Primary Lease and, provided that Tenant pays in advance all actual costs and expenses of Landlord, to take appropriate legal action to enforce the Primary Lease.

**Section 33.3. No Representations.** Tenant hereby acknowledges and agrees that Landlord has made no representations or warranties with respect to the Primary Lease, including, but not limited to, whether or not the Premises will be exempt from any or all state, county or city ad valorem taxes or any other Taxes provided for under this Lease. Landlord shall have no responsibility or liability whatsoever to take any other action required in order for the Premises to be exempt from any state, county and city ad valorem taxation or have any liability relating to or arising out of whether or not the Premises will be exempt from any state, county and city ad valorem taxation. Notwithstanding whether or not the Premises are exempt from any or all state, county and city ad valorem taxation, Tenant's obligations under this Lease shall remain in full force and effect, including, but not limited to, Tenant's obligation to pay Rent, Taxes, Insurance Expenses and Expenses.

**Section 33.4. Commercial Tenant.** Tenant shall be deemed a "Commercial Tenant," as such term is defined in the Primary Lease, for purposes of the Primary Lease, including, but not limited to, for purposes of the rent calculation stated in Section 3, A.3. of the Primary Lease.

#### **ARTICLE XXXIV – MISCELLANEOUS**

**Section 34.1. Captions.** The captions of this Lease are for convenience only and are not to be construed as part of this Lease and shall not be construed as defining or limiting in any way the scope or intent of the provisions hereof.

**Section 34.2. Severability.** If any covenant, agreement or condition of this Lease or the application thereof to any person, firm or corporation or to any circumstances, shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such covenant, agreement or condition to persons, firms or corporations or to circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby. Each covenant, agreement or condition of this Lease shall be valid and enforceable to the fullest extent permitted by Applicable Law.

**Section 34.3. Governing Law.** This Lease shall be construed and enforced in accordance with the laws of the state where the Premises are located.

**Section 34.4. Amendments in Writing.** None of the covenants, terms or conditions of this Lease, to be kept and performed by either party, shall in any manner be altered, waived, modified, changed or abandoned, except by a written instrument, duly signed, acknowledged and delivered by the other party.

**Section 34.5. Relationship of Parties.** Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership, or of joint venture by the parties hereto, it being understood and agreed that no provision contained in this Lease nor any acts of the parties hereto shall be deemed to create any relationship other than the relationship of Landlord and Tenant.

**Section 34.6. Brokerage.** Tenant warrants that it has no dealings with any real estate broker or agent in connection with this Lease other than Landlord's Broker and Tenant's Broker, if any, and Tenant covenants to pay any and all cost, expense or liability for any compensation, commissions and charges claimed by any other broker or other agent with respect to this Lease or the negotiation thereof arising out of any acts of Tenant. Landlord shall pay the brokerage commission due Landlord's Broker and Tenant's Broker, if any, pursuant to any written agreement between Landlord and such parties.

**Section 34.7. No Accord and Satisfaction.** No payment by Tenant or receipt by Landlord of a lesser amount than the full amount stipulated herein as then required to be paid by Tenant in respect of Tenant's obligations under this Lease for Rent or any other payments shall be deemed to be other than on account, nor shall any endorsement or statement on any check or any letter accompanying any check or payment of any such amount 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 amount or pursue any other remedy provided in this Lease.

**Section 34.8. Joint Effort.** The preparation of this Lease has been a joint effort of the parties hereto and the resulting documents shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

**Section 34.9. Counterclaims.** Intentionally deleted.

**Section 34.10. Time.** Time is of the essence of this Lease, and all provisions herein relating thereto shall be strictly construed.

**Section 34.11. Landlord's Consent.** Landlord's granting of any consent under this Lease, or Landlord's failure to object to any action taken by Tenant without Landlord's consent required under this Lease, shall not be deemed a waiver by Landlord of its rights to require such consent for any further similar act by Tenant. Notwithstanding anything in this Lease to the contrary, with respect to any provision of this Lease which requires Landlord's consent or approval, Tenant shall not be entitled to make, nor shall Tenant make, any claim for (and Tenant hereby waives any claim for) money damages as a result of any claim by Tenant that Landlord has unreasonably withheld or unreasonably delayed any consent or approval, but Tenant's sole remedy shall be an action or proceeding to enforce such provision, or for specific performance, injunction or declaratory judgment.

**Section 34.12. Landlord's Liability.** Notwithstanding anything to the contrary herein contained, there shall be absolutely no personal liability asserted or enforceable against Landlord or on any persons, firms or entities who constitute Landlord with respect to any of the terms, covenants, conditions and provisions of this Lease, and Tenant shall, subject to the rights of any mortgagee, look solely to the interest of Landlord, its successors and assigns in the Project for the satisfaction of each and every remedy of Tenant in the event of any default by Landlord hereunder; such exculpation of personal liability is absolute and without any exception whatsoever.

**Section 34.13. Landlord Rights.** This Lease does not grant any rights to light or air over or about the Premises. Landlord specifically excepts and reserves to itself the use of the roof, the exterior and structural components of the Building, unimproved portions of the Land including

landscaped areas, the land and improvements below the improved floor level of the Building, the improvements and air rights above the Building, the improvements and air rights located outside the demising walls of the Building, such areas within the Project required for installation of utility lines and other installations and to such other portions of the Premises necessary to access, maintain, repair or replace same. The foregoing reservation shall not in any way diminish Tenant's obligations under this Lease, including, but not limited to, its obligations to pay Rent and perform all of its obligations under this Lease.

**Section 34.14. Entire Agreement.** It is understood and agreed that all understandings and agreements heretofore had between the parties hereto are merged in this Lease, the exhibits annexed hereto and the instruments and documents referred to herein, which alone fully and completely express their agreements, and that no party hereto is relying upon any statement or representation, not embodied in this Lease, made by the other. Each party expressly acknowledges that, except as expressly provided in this Lease the other party and the agents and representatives of the other party have not made, and the other party is not liable for or bound in any manner by, any express or implied warranties, guaranties, promises, statements, inducements, representations or information pertaining to the transactions contemplated hereby.

**Section 34.15. Net Lease.** Except as otherwise expressly provided herein, this Lease shall be deemed and construed to be a "net lease" and Tenant agrees to pay all costs and expenses of every kind and nature whatsoever, ordinary and extraordinary, arising out of or in connection with the ownership, maintenance, repair, replacement, use and occupancy of the Premises during the Term, which, except for the execution and delivery hereof, would otherwise have been payable by Landlord.

**Section 34.16. Application of Payments.** Landlord shall have the exclusive right to determine how, and in what amounts, payments received from Tenant (or any Guarantor) are applied to amounts due and past due hereunder, and such determination shall be conclusive upon the Tenant and any Guarantor.

**Section 34.17. Tenant Authority.** Tenant represents and warrants that when executed, this Lease constitutes a valid and binding obligation of Tenant enforceable in accordance with its terms.

**Section 34.18. Venue.** TENANT AND LANDLORD AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING DIRECTLY, INDIRECTLY OR OTHERWISE IN CONNECTION WITH, OUT OF, RELATED TO OR FROM THIS LEASE SHALL BE LITIGATED ONLY IN COURTS HAVING A SITUS WITHIN THE COUNTY OF BROWARD, STATE OF FLORIDA. TENANT HEREBY CONSENTS AND SUBMITS TO THE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURT LOCATED WITHIN BROWARD COUNTY, FLORIDA. TENANT HEREBY WAIVES ANY RIGHT IT MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY LITIGATION BROUGHT AGAINST IT BY LANDLORD ON THIS LEASE IN ACCORDANCE WITH THIS SUBSECTION.

**Section 34.19. Waiver of Trial by Jury.** The respective parties hereto shall and hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties

hereto against the other on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Premises, any claim of injury or damage, or the enforcement of any remedy under any statute, emergency or otherwise.

**Section 34.20. Radon Gas.** RADON IS A NATURALLY OCCURRING RADIO ACTIVE 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 A RADON THAT EXCEED FEDERAL AND STATE GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN FLORIDA. ADDITIONAL INFORMATION REGARDING RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY PUBLIC HEALTH UNIT.

**Section 34.21. Counterparts.** This Lease may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**Section 34.22. Electronic Signatures.** Handwritten signatures to this Lease transmitted by telecopy or electronic transmission (for example, through the use of a Portable Document Format or "PDF" file) shall be valid and effective to bind the parties so signing. It is expressly agreed that each party to this Lease shall be bound by its own telecopied or electronically transmitted handwritten signature and shall accept the telecopy or electronically transmitted handwritten signature of the other party to this Lease. The parties hereto agree that the use of telecopied or electronic signatures for the execution of this Lease shall be legal and binding and shall have the same full force and effect as if originally signed.

**Section 34.23. CBE.** Landlord voluntarily agrees to take affirmative steps to ensure that Broward County Business Enterprises (as defined in Broward County Business Opportunity Act of 2012) have a fair opportunity to be awarded vendor and supplier contracts through Landlord's purchasing activities in Broward County, Florida.

**Section 34.24. Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by Tenant nor shall anything included herein be construed as consent by Tenant to be sued by third parties in any matter arising out of this Lease. Tenant is a political subdivision as defined in Section 768.28, Florida Statutes, and shall be responsible for the negligent or wrongful acts or omissions of its employees pursuant to Section 768.28, Florida Statutes.

**Section 34.25. Prevailing Wage Requirement.** If construction work in excess of Two Hundred Fifty Thousand Dollars (\$250,000.00) is required of, or undertaken by, Landlord as a result of this Lease, Section 26-5, Broward County Code of Ordinances, shall be deemed to apply to such construction work. Landlord shall fully comply with the requirements of such ordinance and shall satisfy, comply with, and complete the requirements set forth in Exhibit K.

**Section 34.26. Regulatory Capacity.** Notwithstanding the fact that Tenant is a political subdivision with certain regulatory authority, Tenant's performance under this Lease is as a party to this Lease and not in its regulatory capacity. If Tenant exercises its regulatory authority, the

exercise of such authority and the enforcement of applicable law shall have occurred pursuant to Tenant's regulatory authority as a governmental body separate and apart from this Lease, and shall not be attributable in any manner to Tenant as a party to this Lease.

**[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK;  
SIGNATURE PAGE FOLLOWS.]**

IN WITNESS WHEREOF, the parties have executed this Lease as of the date set forth above.

**TENANT:**

**BROWARD COUNTY**, by and through  
its Board of County Commissioners

ATTEST:

\_\_\_\_\_  
Broward County Administrator, as  
ex officio Clerk of the Broward County  
Board of County Commissioners

By: \_\_\_\_\_  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Approved as to form by  
Andrew J. Meyers  
Broward County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600

By: \_\_\_\_\_  
Carlos Rodriguez-Cabarrocas (Date)  
Assistant County Attorney

By: \_\_\_\_\_  
Russell J. Morrison (Date)  
Senior Assistant County Attorney

**LANDLORD:**

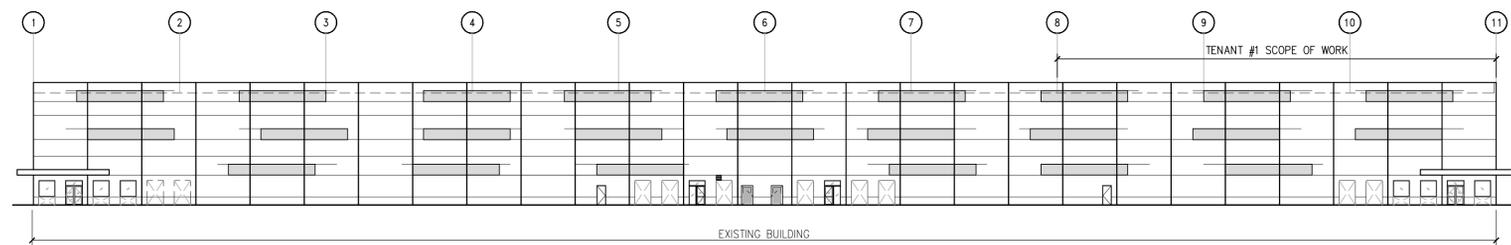
**CENTERPOINT PORT EVERGLADES, LLC**, a  
Delaware limited liability company

By: **CENTERPOINT PROPERTIES TRUST**, a  
Maryland real estate investment trust

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

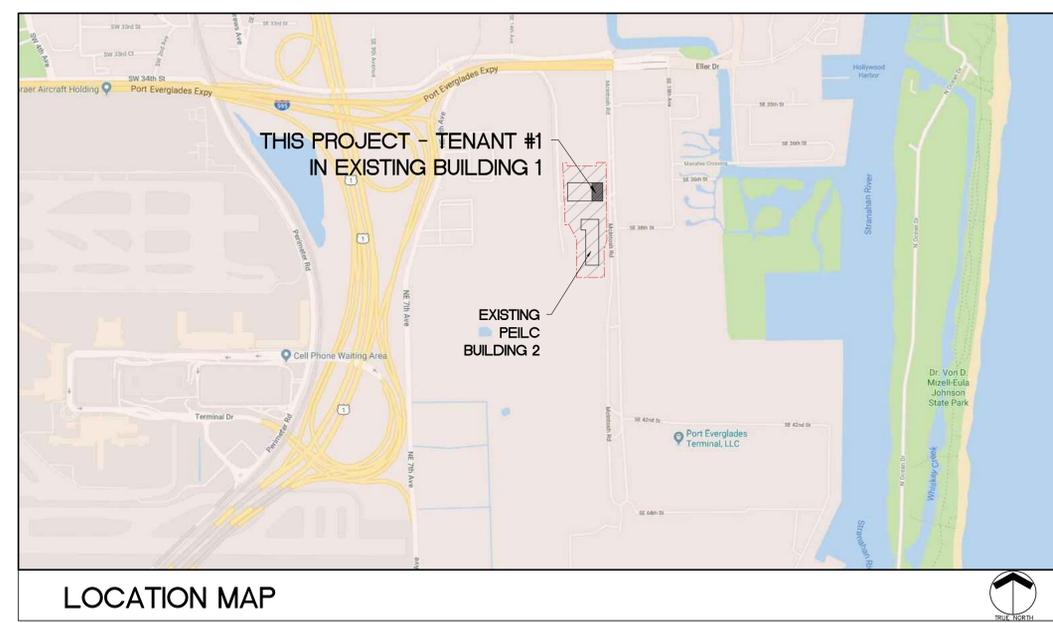
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A**  
**CONCEPT PLANS**



# TENANT IMPROVEMENT #1

AT PEILC - PORT EVERGLADES INTERNATIONAL  
LOGISTICS CENTER  
3413 McINTOSH ROAD, HOLLYWOOD, FLORIDA



ISSUE FOR REVIEW  
05/18/2021

## PROJECT TEAM

**CLIENT:**  
PEILC LLC, C/O AVISON YOUNG  
500 W CYPRESS CREEK ROAD, SUITE 350  
FORT LAUDERDALE, FL 33309  
PH: 954.903.1800

**ARCHITECT:**  
RLC ARCHITECTS, P.A.  
14 SOUTHEAST 4th. STREET  
BOCA RATON, FL 33432  
PH: 561.393.6555  
FAX: 561.395.0007

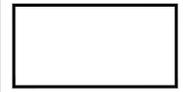
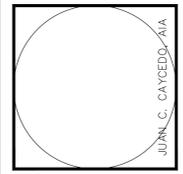
**STRUCTURAL:**  
DDA ENGINEERS, P.A.  
4930 SW 74th. COURT  
MIAMI, FLORIDA 33155  
PH: 305.666.0711  
FAX: 305.666.5259

**MEP:**  
PUGA AND ASSOCIATES INC.  
7700 N KENDALL DRIVE, SUITE 806  
MIAMI, FL 33156  
PH: 305.661.7700  
FAX: 305.661.7371

**CIVIL (BY OWNER):**  
DRAWINGS ARE PART OF BUILDING 2 MASTER PERMIT AND IS NOT PART OF BUILDING 1  
FLYNN ENGINEERING  
241 COMMERCIAL BOULEVARD  
LAUDERDALE BY THE SEA, FL 33308  
PH: 954.522.1004  
FAX: 954.522.7630

**LANDSCAPE:**  
DRAWINGS ARE PART OF BUILDING 2 MASTER PERMIT AND IS NOT PART OF BUILDING 1  
DULAND DESIGN  
811 E LAS OLAS BLVD., SUITE 4  
FORT LAUDERDALE, FL 33301  
PH: 954.866.0066

**RLC Architects**  
14 SE 4th Street, Boca Raton, FL 33432  
PH: 561.393.6555  
WWW.RLCARCHITECTS.COM  
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**TENANT IMPROVEMENT #1  
AT PORT EVERGLADES BUILDING 1**  
3413 McINTOSH ROAD  
CITY OF HOLLYWOOD, FLORIDA

REVISIONS

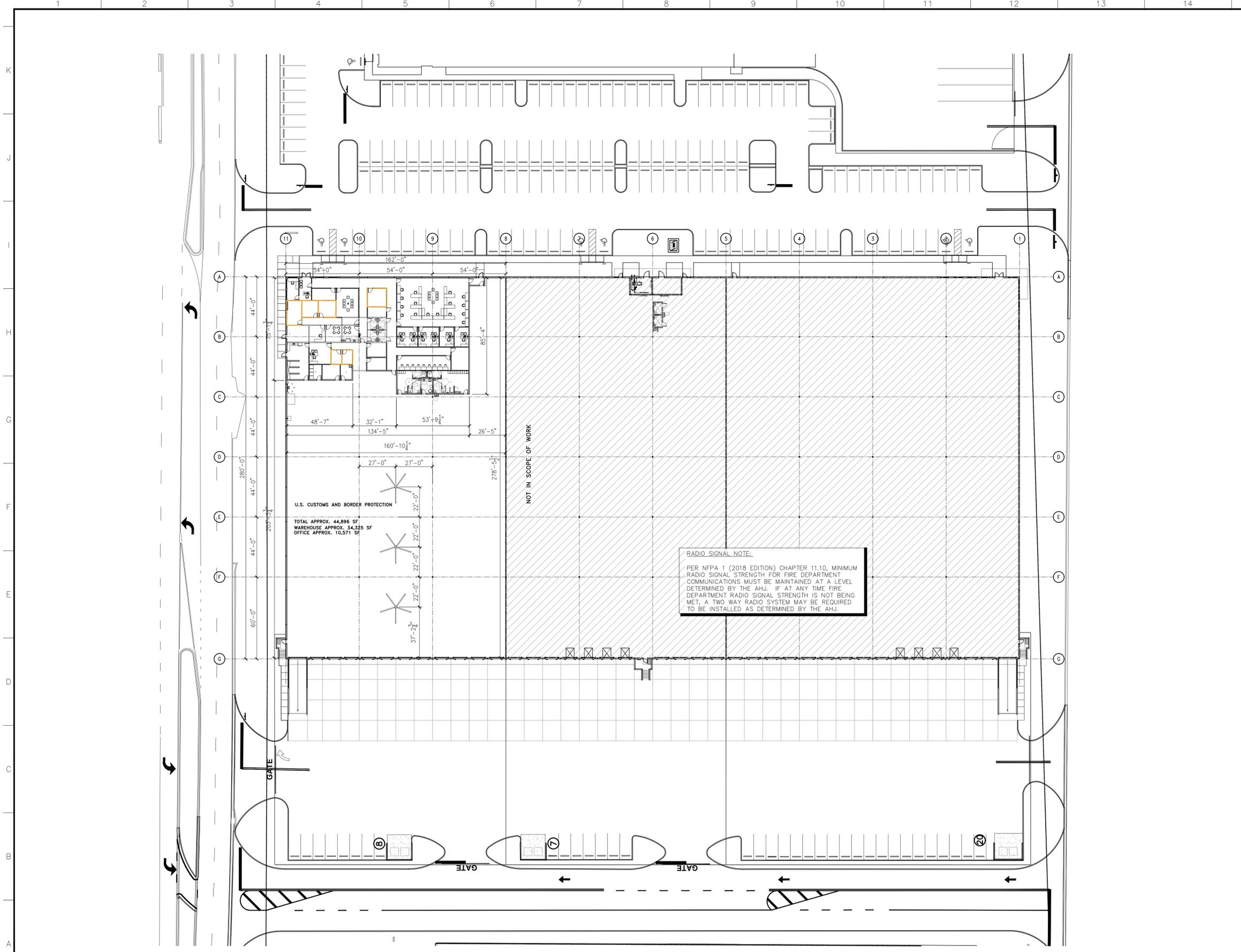

Drawing Title  
**COVER SHEET**

Scale  
Project No. 21055.01  
Date

Principal: JCC  
Project Director:  
Project Manager:  
Drafted by: SB  
Checked by: CM

Sheet No.  
**A0.00**

REVIEW  
SET  
05/18/21

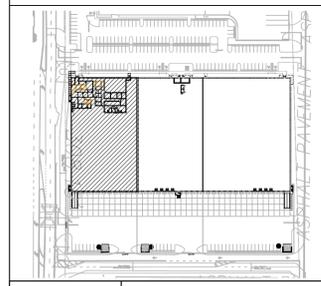


**RADIO SIGNAL NOTE:**  
 PER NFPA 1 (2018 EDITION) CHAPTER 11.10, MINIMUM RADIO SIGNAL STRENGTH FOR FIRE DEPARTMENT COMMUNICATIONS MUST BE MAINTAINED AT A LEVEL DETERMINED BY THE AHJ. IF AT ANY TIME FIRE DEPARTMENT RADIO SIGNAL STRENGTH IS NOT BEING MET, A TWO WAY RADIO SYSTEM MAY BE REQUIRED TO BE INSTALLED AS DETERMINED BY THE AHJ.

U.S. CUSTOMS AND BORDER PROTECTION  
 TOTAL APPROX. 44,896 SF  
 WAREHOUSE APPROX. 34,325 SF  
 OFFICE APPROX. 10,571 SF

NOT IN SCOPE OF WORK

KEY PLAN:



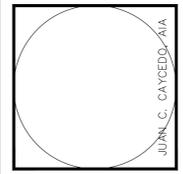
**1 OVERALL BUILDING PLAN**

A1.00 SCALE: 1/32"=1'-0"



REVIEW SET  
05/18/21

**RLC Architects**  
 14 SE 4th Street, Boca Raton, FL 33432  
 TEL: 561.395.1007  
 WWW.RLCARCHITECTS.COM



JUAN C. CAYCEDO, AIA

**TENANT IMPROVEMENT #1  
 AT PORT EVERGLADES BUILDING 1**  
 3418 MCINTOSH ROAD  
 CITY OF HOLLYWOOD, FLORIDA

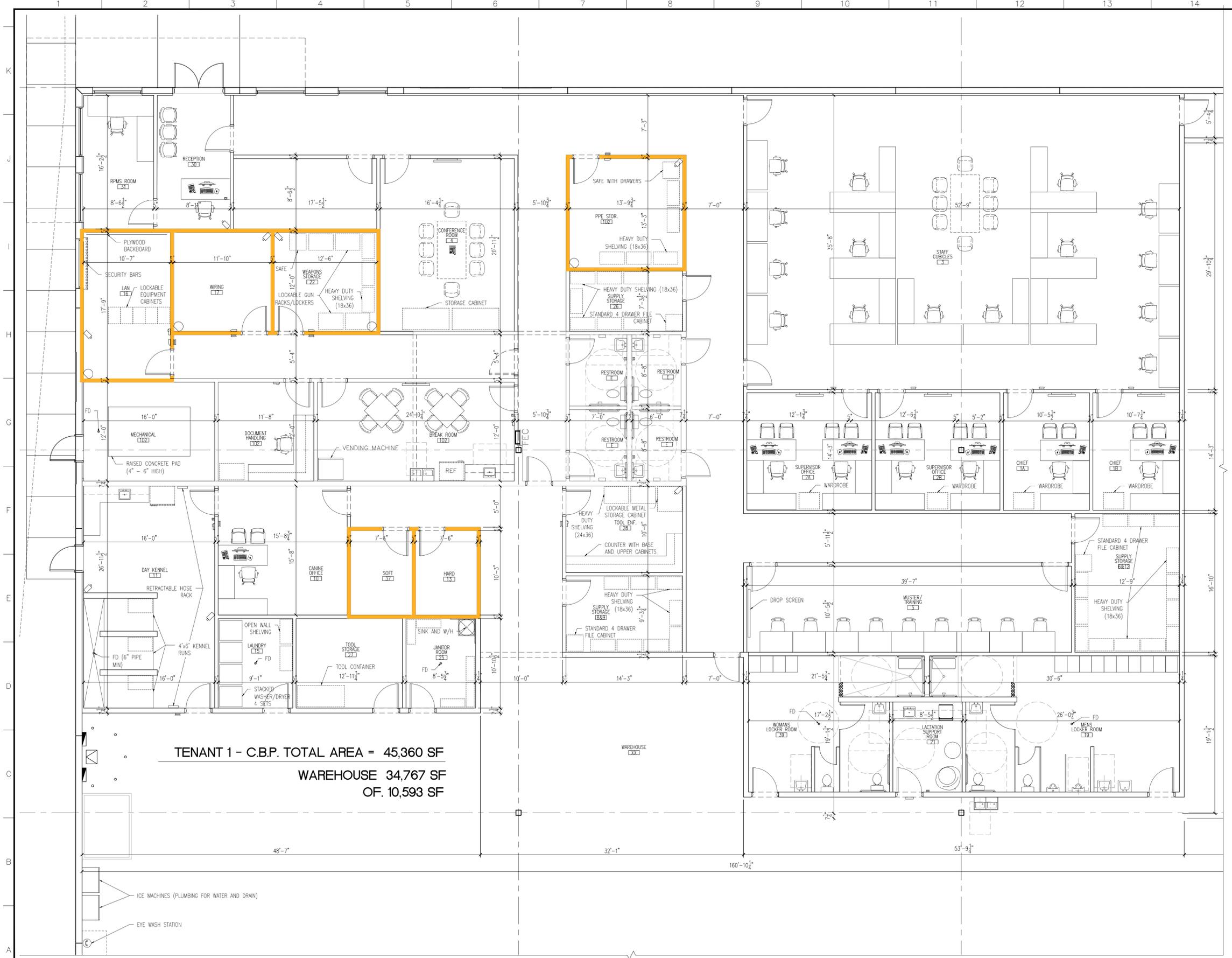
REVISIONS


Drawing Title  
**OVERALL FLOOR PLAN**  
 Scale  
 Project No. 21055.01  
 Date

Principal: JCC  
 Project Director:  
 Project Manager:  
 Drafted by: SB  
 Checked by: CM

Sheet No.  
**A1.00**



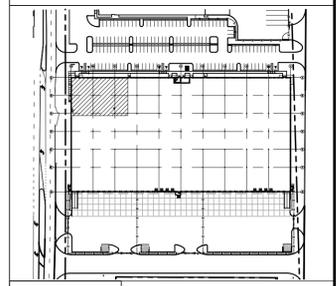


TENANT 1 - C.B.P. TOTAL AREA = 45,360 SF  
 WAREHOUSE 34,767 SF  
 OF. 10,593 SF

FLOOR PLAN LEGEND:

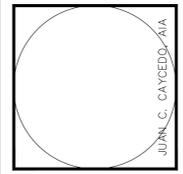
X XXX	ROOM NAME
	CAMERA
	ACCESS CONTROL/CARD READER
	WALL MOUNTED PHONE
	IDS KEY PAD
	IDS SENSOR
	DURESS PUSHBUTTON
	WALL MOUNTED TV
	FD - FLOOR DRAIN TYPICAL
	STRONG ROOM

KEY PLAN:



REVIEW  
 SET  
 05/18/21

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 561.395.0007  
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**TENANT IMPROVEMENT #1  
 AT PORT EVERGLADES BUILDING 1**  
 3413 McINTOSH ROAD  
 CITY OF HOLLYWOOD, FLORIDA

REVISIONS


Drawing Title  
**OFFICE FLOOR PLAN**  
 Scale  
 Project No. 21055.01  
 Date

Principal: JCC  
 Project Director:  
 Project Manager:  
 Drafted by: PGC  
 Checked by: CM

Sheet No.  
**A4.00**

**1 OFFICE FLOOR PLAN**

A4.00 SCALE: 3/16"=1'-0"

**EXHIBIT B**  
**LEGAL DESCRIPTION OF LAND**

**SKETCH & DESCRIPTION**  
**BUILDING 1**  
**A PORTION OF PARCEL 'A'**  
(P.B. 112/43, B.C.R.) &  
A PORTION OF PARCEL 'A'  
(P.B. 148/2, B.C.R.)

**LAND DESCRIPTION:**

A portion of Parcel 'A', PORT EVERGLADES INDUSTRIAL PARK SECTION ONE, as recorded in Plot Book 112, Page 43, of the Public Records of Broward County, Florida; TOGETHER WITH A portion of Parcel 'A', PORT EVERGLADES INDUSTRIAL PARK SECTION THREE, as recorded in Plat Book 148, Page 2, of the Public Records of Broward County, Florida, being described as follows:

Commence at the easterly most northeast corner of said Parcel 'A', PORT EVERGLADES INDUSTRIAL PARK SECTION ONE; thence S02°45'44"W along the east line of said Parcel 'A', PORT EVERGLADES INDUSTRIAL PARK SECTION ONE, a distance of 134.86 feet; thence N87°14'16"W, 22.00 feet to the Point Of Beginning; thence S02°45'44"W along a line 22.00 west and parallel with the east line of said Parcel 'A', PORT EVERGLADES INDUSTRIAL PARK SECTION ONE, a distance of 244.85 feet to a point on the south line of said Parcel 'A', PORT EVERGLADES INDUSTRIAL PARK SECTION ONE; thence S02°24'06"W, 331.51 feet; thence N87°34'51"W, 560.21 feet; thence N00°47'51"E, 580.06 feet; thence S87°14'17"E, 59.30 feet; thence S02°45'44"W, 45.00 feet; thence S87°14'16"E, 394.00 feet; thence N02°45'44"E, 45.00 feet; thence S87°14'16"E, 124.70 feet to the Point Of Beginning.

Said lands lying in Broward County, Florida and containing 310,995 square feet (7.1395 acres) more or less.

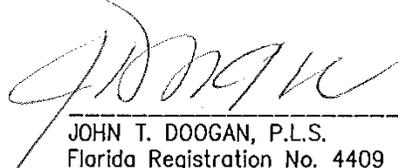
**SURVEYOR'S NOTES:**

1. Reproductions of this Sketch are not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to this sketch by other than the signing party is prohibited without written consent of the signing party.
2. No Title Opinion or Abstract to the subject property has been provided. It is possible that there are Deeds, Easements, or other instruments (recorded or unrecorded) which may affect the subject property. No search of the Public Records has been made by the Surveyor.
3. The land description shown hereon was prepared by the Surveyor.
4. Bearings shown hereon are relative to the plot, PORT EVERGLADES INDUSTRIAL PARK SECTION THREE, based on the north line of Parcel 'A' having a bearing of S87°02'41"E.
5. Data shown hereon was compiled from instrument(s) of record and does not constitute a boundary survey.
6. Abbreviation Legend: B.C.R. = Broward County Records; F.B. = Field Book; L.B. = Licensed Business; P.B. = Plat Book; PG. = Page; P.L.S. = Professional Land Surveyor; P.O.B. = Point of Beginning; P.O.C. = Point of Commencement.

**CERTIFICATION:**

I HEREBY CERTIFY that the attached Sketch and Description of the hereon described property is true and correct to the best of my knowledge and belief as prepared under my direction. I FURTHER CERTIFY that this Sketch and Description meets the Standards of Practice set forth in Chapter 5J-17, Florida Administrative Code, pursuant to Chapter 472, Florida Statutes.

Date: 4/19/2019

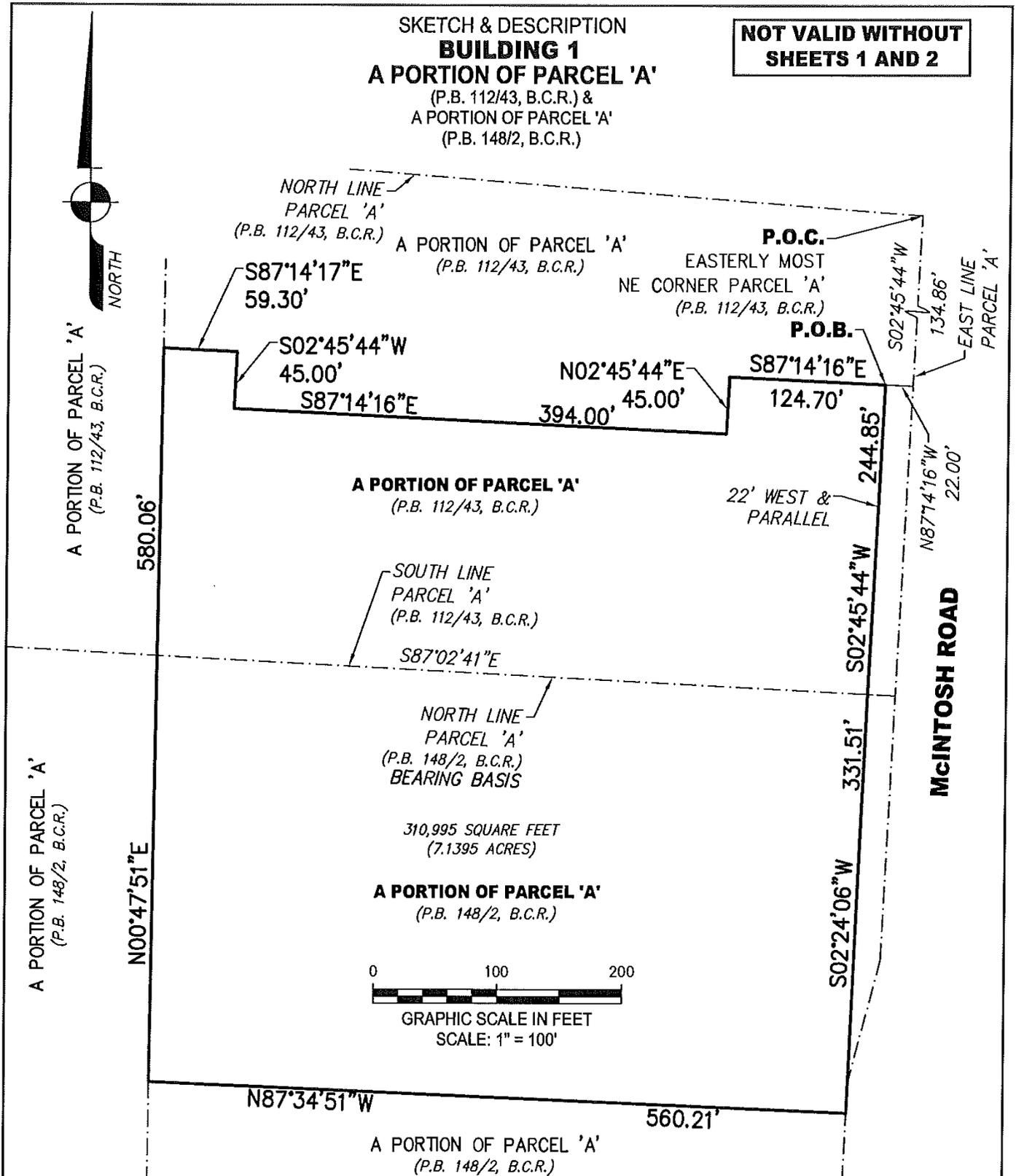
  
JOHN T. DOOGAN, P.L.S.  
Florida Registration No. 4409  
AVIROM & ASSOCIATES, INC.  
L.B. No. 3300

**NOT VALID WITHOUT  
SHEETS 1 AND 2**

<p><b>REVISIONS</b></p> <table border="1" style="width: 100%; height: 100px;"> <tr><td> </td><td> </td></tr> </table>													 <p><b>AVIROM &amp; ASSOCIATES, INC.</b> <b>SURVEYING &amp; MAPPING</b> 50 S.W. 2nd AVENUE, SUITE 102 BOCA RATON, FLORIDA 33432 (561) 392-2594 / <a href="http://www.AVIROMSURVEY.com">www.AVIROMSURVEY.com</a> <small>©2019 AVIROM &amp; ASSOCIATES, INC. all rights reserved. This sketch is the property of AVIROM &amp; ASSOCIATES, INC. and should not be reproduced or copied without written permission.</small></p>	<p><b>JOB #:</b> 10427-5_B1</p> <p><b>SCALE:</b> -</p> <p><b>DATE:</b> 04/19/2019</p> <p><b>BY:</b> W.R.E.</p> <p><b>CHECKED:</b> J.T.D.</p> <p><b>F.B. - PG. -</b></p> <p><b>SHEET:</b> 1 OF 2</p>

SKETCH & DESCRIPTION  
**BUILDING 1**  
**A PORTION OF PARCEL 'A'**  
(P.B. 112/43, B.C.R.) &  
**A PORTION OF PARCEL 'A'**  
(P.B. 148/2, B.C.R.)

**NOT VALID WITHOUT  
SHEETS 1 AND 2**



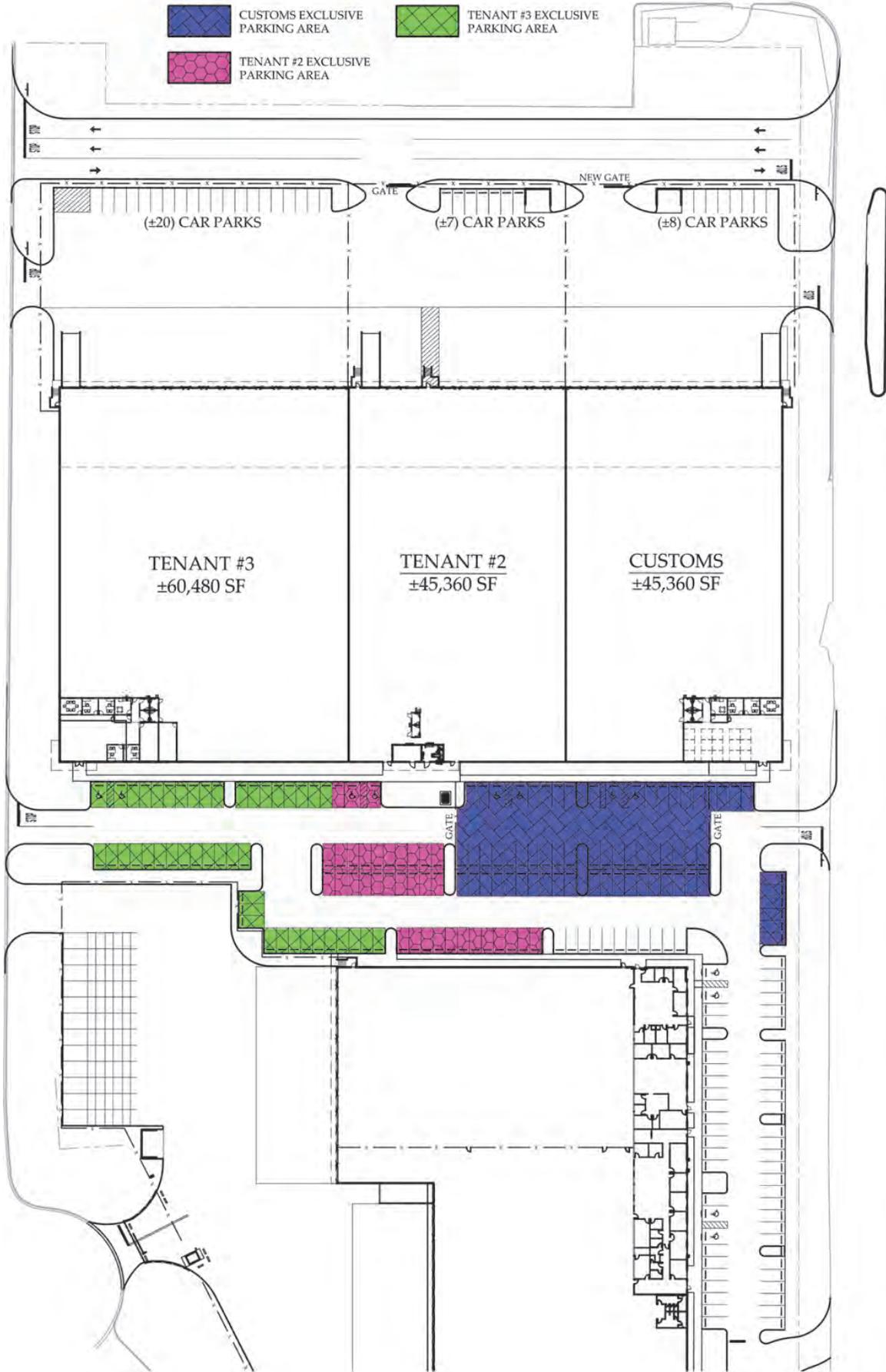
REVISIONS



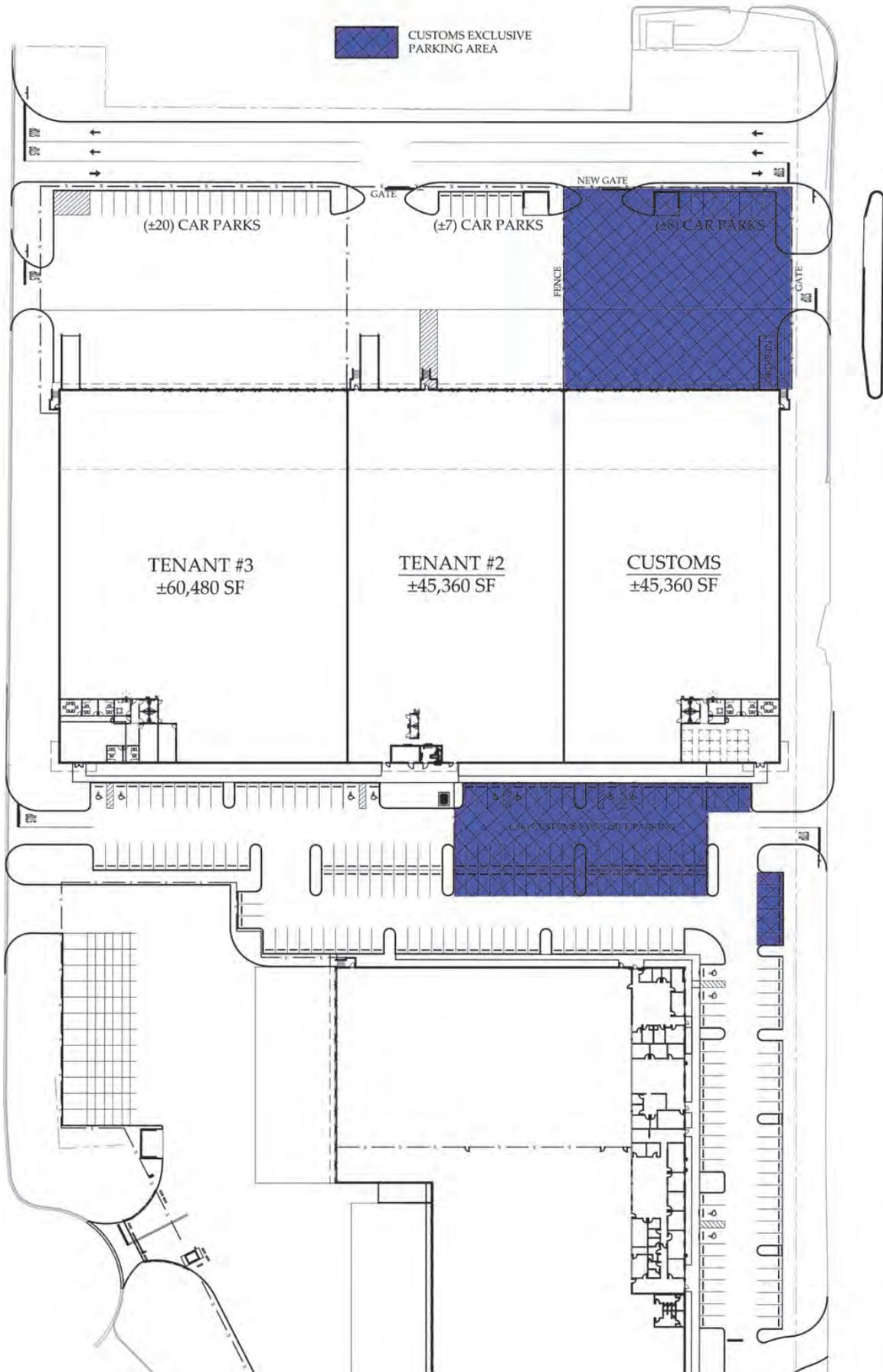
**AVIROM & ASSOCIATES, INC.**  
**SURVEYING & MAPPING**  
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BOCA RATON, FLORIDA 33432  
(561) 392-2594 / [www.AVIROMSURVEY.com](http://www.AVIROMSURVEY.com)  
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JOB #:	10427-5_B1
SCALE:	1" = 100'
DATE:	04/19/2019
BY:	W.R.E.
CHECKED:	J.T.D.
F.B.	- PG. -
SHEET:	2 OF 2

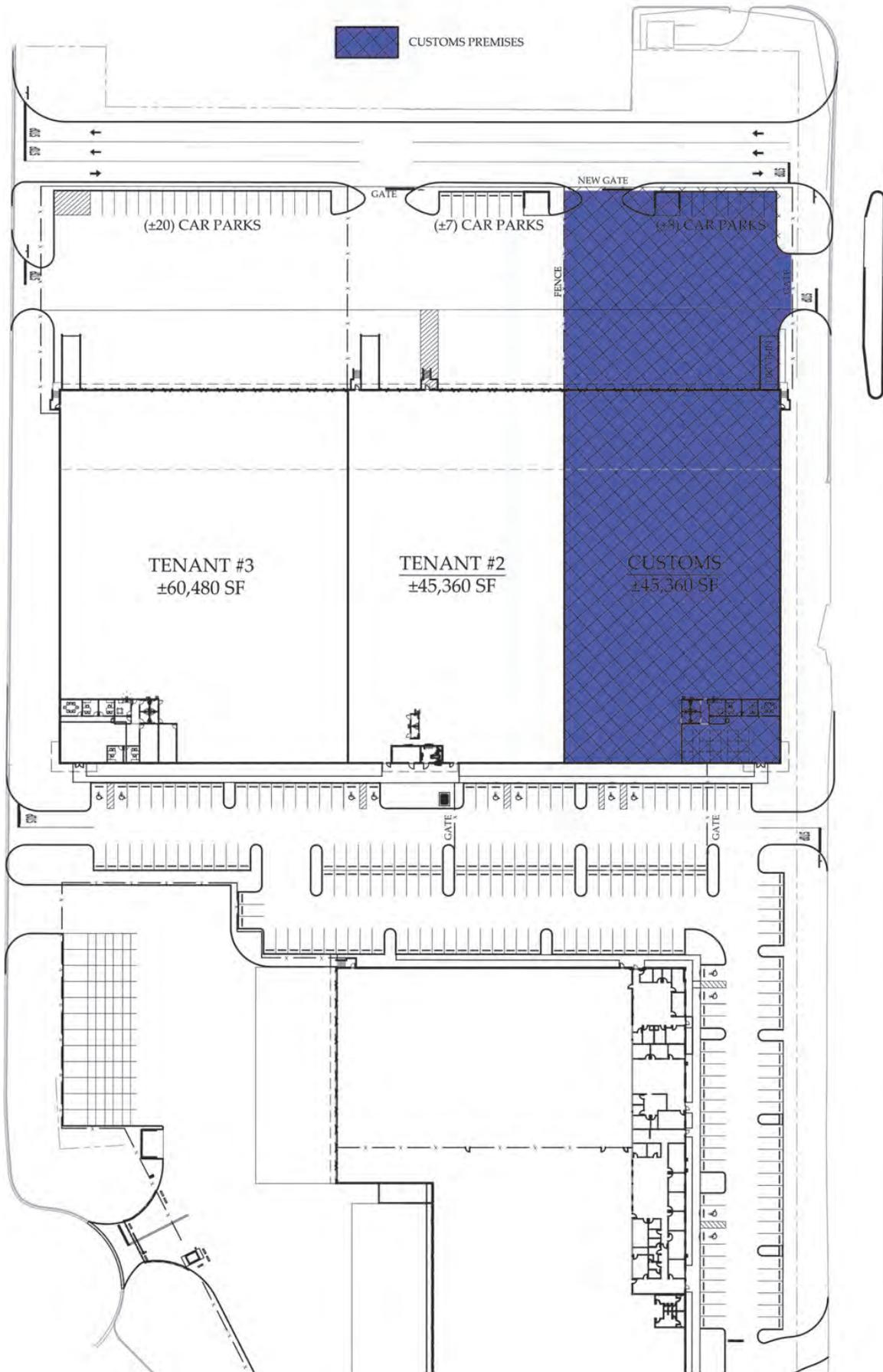
# EXHIBIT C-1



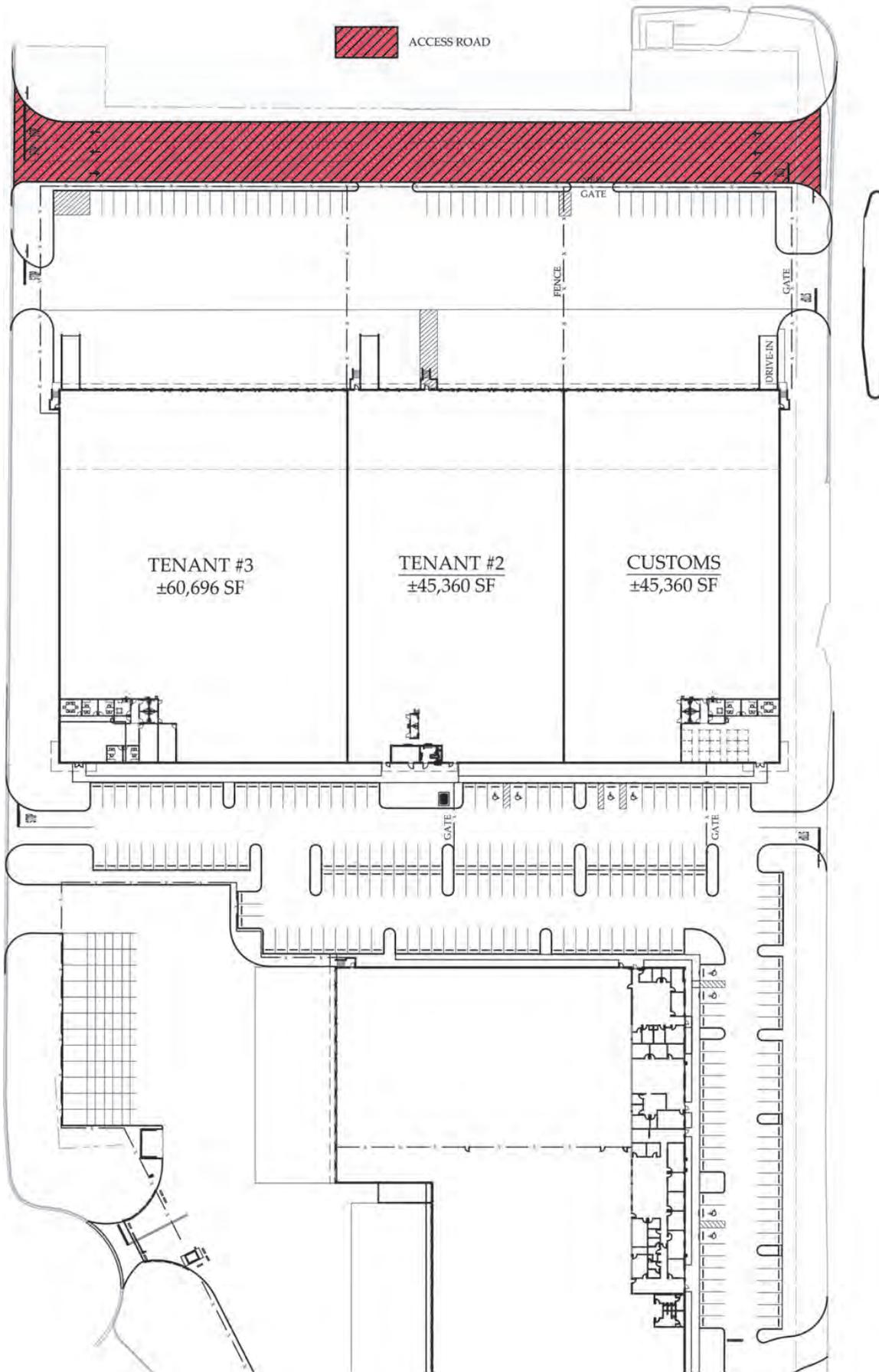
# EXHIBIT C-2



# EXHIBIT D



# EXHIBIT E



**EXHIBIT "F"**

**HVAC MAINTENANCE SERVICE CONTRACT REQUIREMENTS**

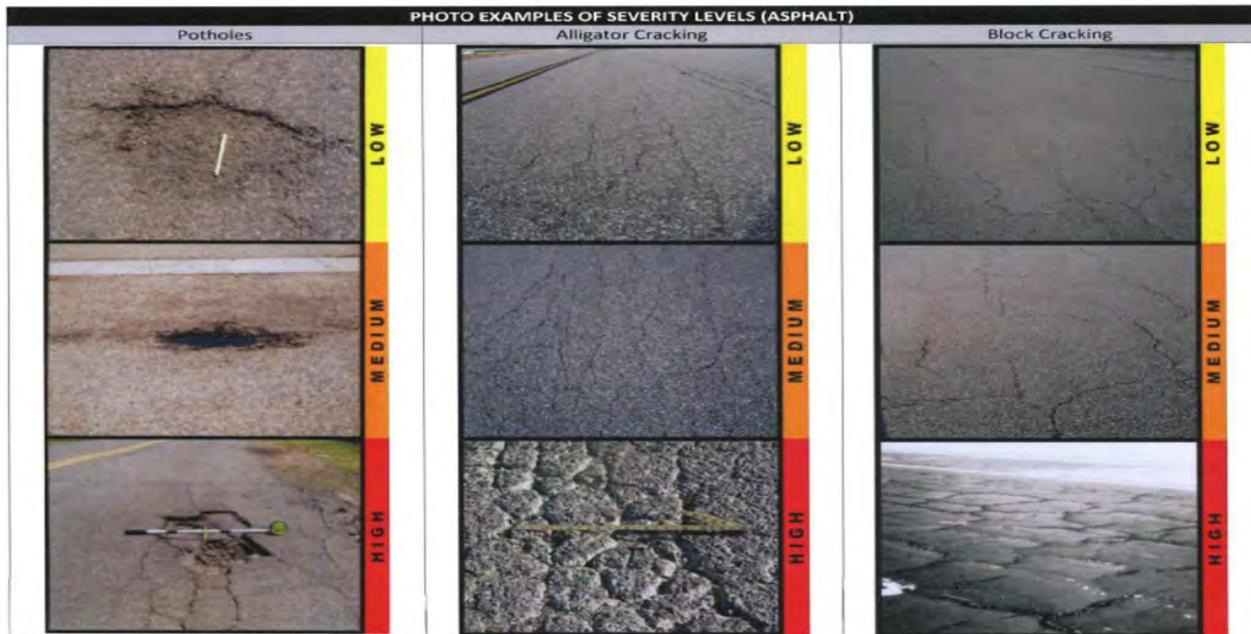
1. Inspect Entire System
2. Lubricate all movable parts
3. Check operating temperatures and pressures
4. Check and adjust:
  - Motors and Starters
  - Valves
  - Gas Fired Units
  - Oil Burners
  - Safety Controls
  - Compressors
5. Start up and pump down air conditioning
6. Start up and check heating
7. Cleaning of coil surfaces; fan impellers & blades; electrical contacts, burner orifices, passages & nozzles; pilot & igniter, etc.
8. Aligning belt drives; drive couplings; air fins, etc.
9. Replace fan belts when necessary
10. Calibrating safety controls; temperature & pressure controls, etc.
11. Analysis of compressor oil, fuel, gas, etc.
12. Furnish proposals for any necessary work not covered by this agreement as requested by customer
13. Check and record voltage and amp draws of all motors

**EXHIBIT "G"**

**PAVED AREAS**

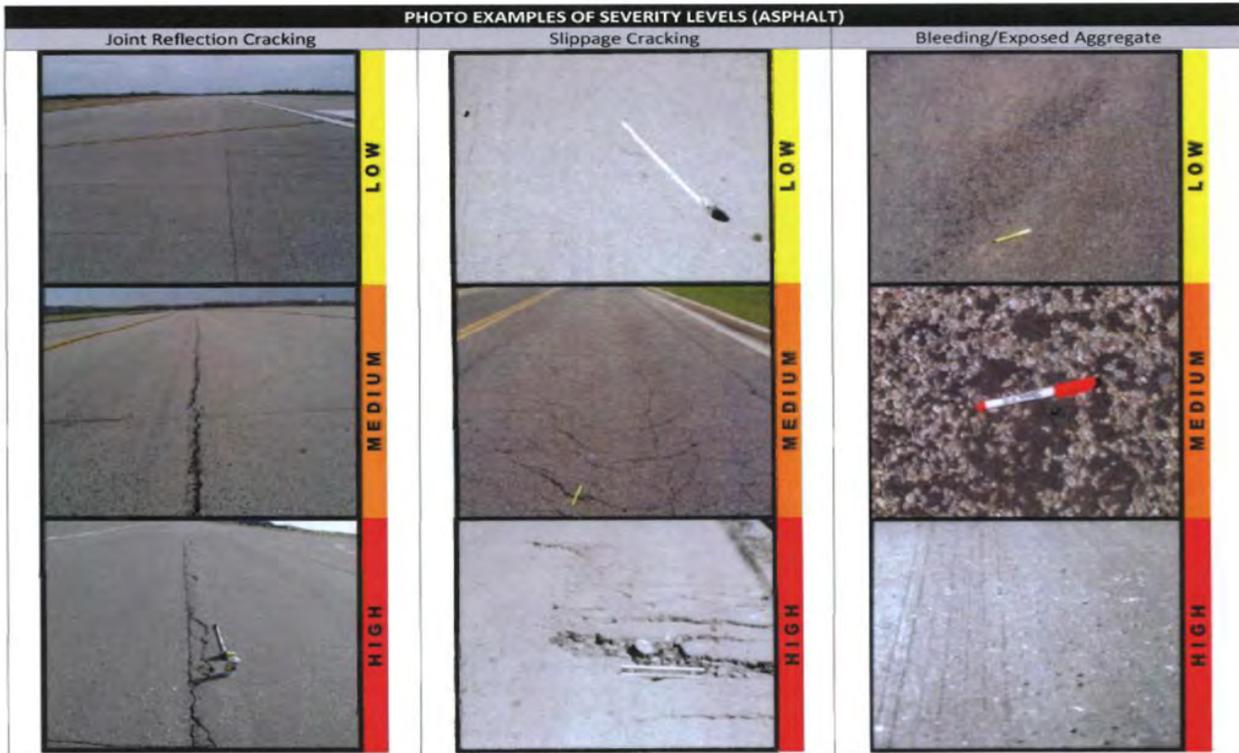
	<b>Distress Signs</b>	<b>Interval</b>	<b>Remediation Requirement</b>
<b>ASPHALT</b>	Potholes	Inspect and repair semi-annually	<ul style="list-style-type: none"> <li><b>High Severity:</b> Full depth replacement, including subbase</li> <li><b>Medium Severity:</b> Full depth replacement, including subbase</li> <li><b>Low Severity:</b> Asphalt fill and compaction (hot or cold patch)</li> </ul>
	Cracking (i.e. alligator, block, joint, slipping)	Inspect and repair annually	<ul style="list-style-type: none"> <li><b>High Severity:</b> Full depth replacement, including subbase</li> <li><b>Medium Severity:</b> Mill and repave (minimum 2")</li> <li><b>Low Severity:</b> Crack filling</li> </ul>
	Bleeding/Exposed Aggregate	Inspect and repair annually	<ul style="list-style-type: none"> <li><b>High Severity:</b> Full depth replacement, including subbase</li> <li><b>Medium Severity:</b> Slurry coat</li> <li><b>Low Severity:</b> Sealcoat (2 spray)</li> </ul>
	Weathering	Inspect and repair annually	<ul style="list-style-type: none"> <li><b>High Severity:</b> Full depth replacement, including subbase</li> <li><b>Medium Severity:</b> Slurry coat</li> <li><b>Low Severity:</b> Sealcoat (2 spray)</li> </ul>
	Bumps/Sags/Washboarding	Inspect and repair annually	<ul style="list-style-type: none"> <li><b>High Severity:</b> Full depth replacement, including subbase</li> <li><b>Medium Severity:</b> Mill and repave (minimum 2")</li> <li><b>Low Severity:</b> Mill and repave (minimum 2")</li> </ul>
	Swelling/Bulging	Inspect and repair annually	Full depth replacement, including subbase
	Utility Patch Degradation	Inspect and repair annually	Full depth replacement, including subbase
<b>CONCRETE</b>	Concrete Lot Cracking	Inspect and repair annually	<ul style="list-style-type: none"> <li><b>High Severity:</b> Remove and replace</li> <li><b>Medium Severity:</b> Remove and replace</li> <li><b>Low Severity:</b> Clean and epoxy joint</li> </ul>
	Curb Cracking	Inspect and repair annually	<ul style="list-style-type: none"> <li><b>High Severity:</b> Remove and replace</li> <li><b>Medium Severity:</b> Patch or remove and replace</li> <li><b>Low Severity:</b> Patch</li> </ul>
	Sidewalks	Inspect and repair annually	Remove and replace

1



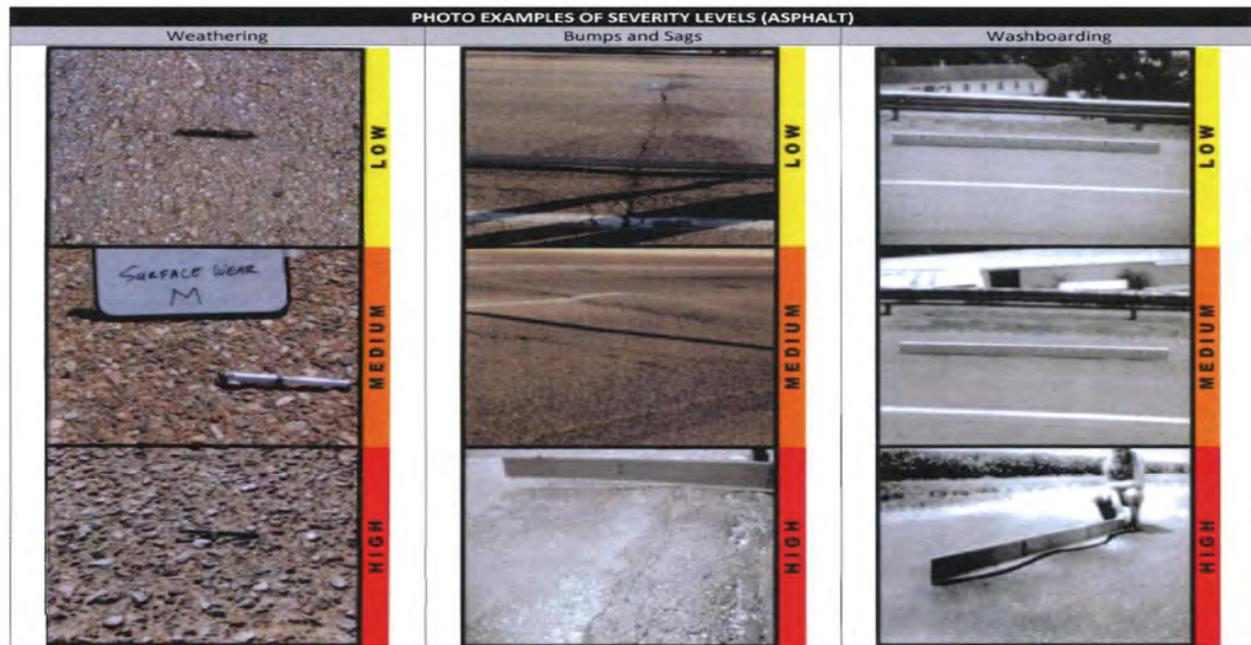
\* Paver Distress Identification Manual: Asphalt Surfaced Roads & Parking Lots (U.S. Army Corps of Engineers, ERDC-CERL, M.Y. Shahin), June 2009

2



\* Paver Distress Identification Manual: Asphalt Surfaced Roads & Parking Lots (U.S. Army Corps of Engineers, ERDC-CERL, M.Y. Shahin), June 2009

3



\* Paver Distress Identification Manual: Asphalt Surfaced Roads & Parking Lots (U.S. Army Corps of Engineers, ERDC-CERL, M.Y. Shahin), June 2009

4

PHOTO EXAMPLES OF SEVERITY LEVELS (ASPHALT)	
Swelling/Bulldging	Utility Patch Degradation
	  

\* *Paver Distress Identification Manual: Asphalt Surfaced Roads & Parking Lots* (U.S. Army Corps of Engineers, ERDC-CERL, M.Y. Shahin), June 2009

**EXHIBIT "H"**

**TENANT ESTOPPEL CERTIFICATE**

\_\_\_\_\_ (the "**Tenant**") hereby certifies to **CENTERPOINT PORT EVERGLADES, LLC** (the "**Landlord**") and \_\_\_\_\_, a(n) \_\_\_\_\_ ("**Purchaser/Lender**") relating to \_\_\_\_\_ (the "**Project**") as follows:

1. Pursuant to that certain Lease dated \_\_\_\_\_, \_\_\_\_\_ (the "**Lease**") with Tenant, Tenant leases the portion of the Project commonly known as \_\_\_\_\_ (the "**Premises**").

2. The Lease, as amended, modified and supplemented, is in full force and effect, and represents the entire agreement between Tenant and Landlord for the Property. There are not amendments, modifications or supplements to the Lease, whether oral or written except as follows (include the date of each amendment, modification or supplement): \_\_\_\_\_ . A true and correct copy of the Lease, as amended, modified and supplemented, is attached hereto as **Exhibit "A"**.

3. The term of the Lease began on \_\_\_\_\_, \_\_\_\_\_ and will end on \_\_\_\_\_, \_\_\_\_\_.

4. Except to the extent expressly provided in the Lease, Tenant does not have any right or option to renew or extend the Term of the Lease, to lease other space at the Property, nor any option or preferential right to purchase all or any part of the Premises.

5. Tenant has accepted possession of the Premises, and all items of an executory nature relating thereto to be performed by Landlord have been completed, including, but not limited to, completion of construction thereof (and all other improvements required by Landlord under the Lease) in accordance with the terms of the Lease and within the time periods set forth in the Lease. Landlord has paid in full any required contribution towards work to be performed by Tenant under the Lease, except as follows: \_\_\_\_\_.

6. Tenant has neither sent nor received any notice of default under the Lease which remains uncured and has no knowledge that either Landlord or Tenant are in default under the Lease except as follows: \_\_\_\_\_.

7. Tenant is currently paying monthly Base Rent under the Lease in the amount of \$ \_\_\_\_\_ and monthly Tax Deposits in the amount of \$ \_\_\_\_\_, monthly Insurance Deposits in the amount of \$ \_\_\_\_\_ and monthly Expense Deposits in the amount of \$ \_\_\_\_\_.

8. Tenant has not prepaid any rent or other charges under the Lease to Landlord except as follows: \_\_\_\_\_.

9. Tenant has not assigned, sublet, transferred, hypothecated or otherwise disposed of its interest in the Lease and/or the Premises, or any part thereof.

10. Tenant has no defense as to its obligations under the Lease and asserts no setoff, claim or counterclaim against Landlord.

11. A [cash] [letter of credit] security deposit in the amount of \$\_\_\_\_\_ has been paid to and is presently held by Landlord under the Lease, and Tenant has not given Landlord any other security or similar deposit.

12. The undersigned is authorized to execute this Tenant Estoppel Certificate on behalf of Tenant.

13. The use of facsimile or electronic signatures for the execution of this Tenant Estoppel Certificate shall be legal and binding and shall have the same full force and effect as if originally signed.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

[NAME OF TENANT]

By: \_\_\_\_\_

Name:

Title:



7. Walls: Sheetrock (drywall) damage should be patched and fire-taped so that there are no holes in either office or warehouse.
8. Carpet and Tile: The carpet and vinyl tiles should be in a clean condition and should not have any holes or chips in them. Landlord will accept normal wear on these items provided they appear to be in a maintained condition.
9. Roof: Any Tenant-installed equipment must be removed and roof penetrations properly repaired by licensed roofing contractor approved by Landlord.
10. Signs: All interior and exterior signs, decals, lettering, numbering or similar items installed by Tenant must be removed and holes patched and paint touched-up as necessary.
11. Heating and Air Conditioning System: Heating/air conditioning systems should be placed in good working order, including the necessary replacement of any parts to return the unit to a well maintained condition. This includes warehouse heaters and exhaust fans. Upon move out, Landlord will have an exit inspection performed by a certified mechanical contractor to determine the condition.
12. Electrical & Plumbing: All electrical and plumbing equipment to be returned in good condition and repair.
13. Housekeeping: All stained ceiling tiles should be replaced. Man doors and windows in disrepair should be repaired. Any painting performed by Tenant should be repainted to the original colors. Any wallpaper installed by Tenant should be removed and the walls should be restored and repainted to original colors.
14. Fencing and Gates: Same should be placed in good condition and repair.
15. Parking Lot: Tenant should remove all dumpsters placed on the Project by or on behalf of Tenant and all debris and personal property shall be removed.
16. Overall Cleanliness: Clean windows, sanitize bathroom(s), vacuum carpet, and remove any and all debris from office and warehouse. Remove all pallets and debris from exterior of Premises. All trade fixtures, dumpsters,

racking, trash, vending machines and other personal property, inside and outside of the Premises, to be removed.

17. Upon Completion:

Contact Landlord's property manager to coordinate turning in of keys, utility changeover and obtaining of final Landlord inspection of Premises.

**EXHIBIT "J"**

**GSA LEASE**

**EXHIBIT "K"**

**PREVAILING WAGE STATEMENT OF COMPLIANCE**

No. \_\_\_\_\_

Agreement No. \_\_\_\_\_

Project Title \_\_\_\_\_

The undersigned Contractor hereby swears under penalty of perjury that, during the period covered by the application for payment to which this statement is attached, all mechanics, laborers, and apprentices, employed or working on the site of the Project, have been paid at wage rates, and that the wage rates of payments, contributions, or costs for fringe benefits have not been less than those required by Section 26-5, Broward County Code of Ordinances, and the applicable conditions of this Agreement.

Dated \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Contractor

By \_\_\_\_\_  
(Signature)

By \_\_\_\_\_  
(Name and Title)

STATE OF            )  
                                  )  
COUNTY OF        )

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

NOTARY PUBLIC:

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

State of Florida at Large (Seal)

My commission expires: