

**LEASE AGREEMENT
BY AND BETWEEN**

**BROWARD COUNTY, a political subdivision of the State of Florida
("TENANT")**

AND

**Cypress West, LLC,
a Florida Limited Liability Company
("LANDLORD")**

**PROPERTY LOCATED AT
1515 West Cypress Creek Road
Fort Lauderdale, Florida 33309**

BASIC LEASE INFORMATION (“BLI”)

A. Building:	1515 West Cypress Creek Road, Fort Lauderdale Florida 33309 as described in Section 1.03(A), as depicted on Exhibit A.
B. Premises:	Floors One (1) and Two (2) in 1515 West Cypress Creek Road, Fort Lauderdale FL 33309 and depicted on Exhibit B.
C. Term:	Lease will commence on the Effective Date (as defined in Section 1.02) and 192 months from the Commencement Date (as defined in Section 2.01) (the “Expiration Date” as further described in Section 1.05), subject to the exercise of any Renewal Options or Renewal Terms, or earlier termination, as provided in Section 19.36.
D. Rentable Area:	Approximately 48,229 rentable square feet (“RSF”) subject to adjustments as set forth in the Lease.
E. Base Rent:	The initial Base Rent (as defined herein) shall be \$25.00 per RSF.
F. Tenant’s Proportionate Share of Additional Rent:	Tenant’s proportionate share is 48.70%.
G. Rent Commencement Date:	See Section 2.01.
H. Permitted Use:	See Section 1.04(A).
I. Security Deposit:	Waived.
J. Parking:	See Section 1.03(D).
K. Broker:	See Section 19.02.
L. Landlord’s Notice Address:	CYPRESS WEST, LLC PO BOX 545 DEERFIELD BEACH, FL 33443 With a copy to: Jonathan Bloom, Esq. Bloom & Freeling Attorneys At Law 2295 NW Corporate Blvd., Suite 117 Boca Raton, FL 33431 Email: jlbloom@bloom-freeling.com

M. Tenant Notice Address:	Broward County Tax Collector 1515 W. Cypress Creek Road Fort Lauderdale, FL 33309 and Broward County Administrator Governmental Center 115 South Andrews Avenue, Room 409 Fort Lauderdale, Florida 33301 Email: mcepero@broward.org
N. Address for Rent Payments:	CYPRESS WEST LLC P.O. BOX 545 DEERFIELD BEACH, FL 33443 PAYMENTS TO BE MADE BY ELECTRONIC FUNDS TRANSFER TO THE ACCOUNT DESIGNATED BY LANDLORD
O. Option to Renew	See Section 1.05
P. Landlord's Work	See Section 1.03(E)

Exhibits attached hereto and incorporated herein:

- Exhibit A: Buildings**
- Exhibit B: Premises and Drawings**
- Exhibit C: Legal Description**
- Exhibit D: Square Footage**
- Exhibit E: Rules and Regulations**
- Exhibit F: Scope of Landlord's Work**
- Exhibit G: Proposed Property Signage**
- Exhibit H: Personal Property and Furniture**
- Exhibit I: Termination Costs**
- Exhibit J: Estimated Operating Expenses**

The foregoing Basic Lease Information is hereby incorporated into and made a part of the Lease Agreement. In the event of any conflict between any Basic Lease Information and the Lease Agreement, the Lease Agreement shall control.

TABLE OF CONTENTS

Article I	General Provisions
1.01	Recitals
1.02	Definitions
1.03	Premises, Landlord's Work & Tenant's Work and Other Conditions
1.04	Permitted Use, Common Areas, Parking
1.05	Term and Option to Renew
1.06	Right of First Offer to Rent Additional Space
1.07	Right of First Refusal to Purchase
Article II	Rent
2.01	Rent Commencement Date, Delivery Date, & Early Occupancy
2.02	Prepaid Rent, Base Rent & Rent Payments
2.03	Tenant's Proportionate Share/Operating Expenses and Taxes
Article III	Utility Services
3.01	Electricity and other Services
3.02	Normal Hours
3.03	Interruptions
3.04	Energy Conservation Control
3.05	Keys and Locks
3.06	Communications Access
Article IV	Signage
4.01	Signage
Article V	Alterations, Maintenance and Repair
5.01	Maintenance and Repair
5.02	Alterations
5.03	Construction Lien Laws
Article VI	Assignment and Subletting
6.01	Landlord's Consent Required
6.02	Landlord's Right to Recapture
Article VII	Insurance and Indemnity
7.01	Insurance
7.02	Fire and Other Casualty
7.03	Assumption of Risk, Indemnification, Waiver of Liability
7.04	Waiver of Subrogation
7.05	Hold Harmless and Indemnification
Article VIII	Eminent Domain
8.01	Total Condemnation

8.02	Partial Condemnation
8.03	Vacating Premises
8.04	Sale under Threat of Condemnation
Article IX	Defaults
9.01	Events of Default
9.02	Landlord Default
Article X	Remedies
10.01	Liability and Default
Article XI	End of Term
11.01	Holdover
11.02	Removal of Tenant's Property
Article XII	Subordination
12.01	Subordination of this Lease
Article XIII	Intentionally Omitted
Article XIV	Waiver
14.01	No Waiver by Landlord or Tenant
Article XV	Covenant of Quiet Enjoyment
Article XVI	Landlord's Rights
16.01	Entry by Landlord
16.02	Tenant's Failure to Perform
Article XVII	Limited Liability of Landlord
17.01	No Personal Liability
17.02	Limitation of Damages
17.03	Notice of Claims or Suits
17.04	Damage to Tenant's Property
Article XVIII	Notice
18.01	Notice
Article XIX	Miscellaneous
19.01	Parties
19.02	Broker
19.03	Entire Agreement, Amendments
19.04	Captions
19.05	Severability
19.06	Force Majeure

19.07	Hazardous Materials
19.08	Inspection and Landlord's Access
19.09	Radon
19.10	Recordation
19.11	Governing Law, Jurisdiction, Venue, Waiver of Jury Trial
19.12	Time of Performance
19.13	Cumulative Rights
19.14	Late Charge and Interest Payments
19.15	Estoppel Statement
19.16	No Warranties
19.17	Landlord's Consent
19.18	Severability of Provisions
19.19	Successors and Assigns
19.20	Attorney's Fees
19.21	Counterparts
19.22	Florida Foreign Entities Act
19.23	Compliance with Laws
19.24	Public Entity Crime Act
19.25	Discriminatory Vendor and Scrutinized Companies Lists
19.26	Sovereign Immunity
19.27	Regulatory Capacity
19.28	Public Records
19.29	Non-Discrimination; Equal Employment Opportunity
19.30	Audit Rights; Retention of Records
19.31	Tax Exempt Status
19.32	Confidential Information; Generative Artificial Intelligence
19.33	Joint Preparation
19.34	Priority of Provisions
19.35	Use of County Name or Logo
19.36	Funding; Non-Ad Valorem Revenue; Termination Payment
Exhibit A	Buildings
Exhibit B	Premises and Drawings
Exhibit C	Legal Description
Exhibit D	Square Footage
Exhibit E	Rules and Regulations
Exhibit F	Scope of Landlord's Work
Exhibit G	Proposed Property Signage
Exhibit H	Personal Property and Furniture
Exhibit I	Termination Costs
Exhibit J	Estimated Operating Expenses

**OFFICE LEASE AGREEMENT BETWEEN
CYPRESS WEST, LLC and BROWARD COUNTY**

THIS LEASE AGREEMENT (this "Lease") is made and entered into this ___ day of _____, 2026 by and between CYPRESS WEST LLC, a Florida limited liability company, ("Landlord") and BROWARD COUNTY, a political subdivision of the State of Florida ("Tenant"), whose address is 115 South Andrews Avenue, Fort Lauderdale, Florida 33301. Landlord and Tenant shall each be known hereunder as a "Party" and collectively as the "Parties."

RECITALS

A. The City of Fort Lauderdale, Florida, a Florida municipal corporation (the "City") is the fee simple owner of real property located at 1515 West Cypress Creek Road, Fort Lauderdale, Florida 33309, and 1525 West Cypress Creek Road, Fort Lauderdale Florida 33309, as more particularly described in Section 1.02 and Exhibit C attached hereto (the "Property").

B. Landlord holds a leasehold interest in the Property pursuant to that certain ground lease by and between the City, as ground lessor, and Landlord, as ground lessee (the "Ground Lease," as may be amended from time to time).

C. The Landlord is the owner of the Building (as defined herein) and other improvements located on the Property.

D. Landlord's right to enter into this Lease and grant the rights described herein are derived from and subject to the terms and conditions of the Ground Lease.

E. Tenant desires to lease from Landlord, and Landlord desires to lease to Tenant, a portion of the Building, in accordance with the terms and conditions of this Lease, subject and subordinate to the Ground Lease.

LEASE

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**ARTICLE I.
GENERAL PROVISIONS**

1.01 Recitals. The above recitals are true and correct and are incorporated herein by reference.

1.02 Definitions. In addition to any other terms whose definitions are fixed and defined by this Lease, each of the following defined terms, when used in this Lease with an initial capital letter, shall have the meaning ascribed to them in this Section 1.02:

“Additional Provisions” shall mean any terms and conditions included on an attached addendum to this Lease.

“Additional Rent” shall mean all sums other than Base Rent due from Tenant to Landlord pursuant to the terms and conditions of this Lease.

“Alterations” shall mean all alterations, improvements and changes to the Premises constructed or performed by Tenant.

“Applicable Law” shall mean all applicable laws, codes, advisory circulars, rules, regulations, and ordinances of any federal, state, county, municipal, or other governmental entity, as amended.

“Base Rent” shall have the meaning set forth in Section 2.02.

“Base Rent Abatement Period” shall have the meaning set forth in Section 2.01.

“Board” shall mean the Board of County Commissioners of Broward County, Florida.

“Broker” shall have the meaning set forth in Section 19.02.

“Building” shall mean the physical structure located within that certain real property identified by folio number 4942-09-01-0191, located at 1515 West Cypress Creek Road, Fort Lauderdale, Florida 33309, as hereinafter defined, and as indicated on Exhibit C.

“Capital Expenditure” shall mean any expenditure for an improvement, replacement, or alteration of the Building or its systems that (i) has a useful life exceeding five (5) years, or (ii) individually costs in excess of One Hundred Thousand Dollars (\$100,000.00) in a single calendar year. Capital Expenditures are expressly excluded from Operating Expenses, as defined herein, and shall not be passed through to Tenant in any form, whether as a lump sum, amortized cost, depreciation charge, or otherwise.

“Change Order” shall mean a written document signed by the Landlord and Tenant, which modifies the Landlord’s Work or Project Cost, which may impact the Delivery Date.

“Commencement Date” or “Rent Commencement Date” shall be the date upon which Substantial Completion of Landlord Work (as defined hereinafter) and issuance of a certificate of occupancy or temporary certificate of occupancy have both occurred.

“Common Area” shall have the meaning as set forth in Section 1.04(C).

“Controllable Operating Expenses” shall mean those Operating Expenses within the reasonable control of Landlord in the ordinary course of managing and operating the Property and Building, specifically limited to the following categories as set forth in

Exhibit J: (i) administrative costs; (ii) repairs and maintenance, excluding Capital Expenditures; (iii) landscaping; (iv) payroll for administrative, engineering, and maintenance personnel; (v) management fee(s); and (vi) janitorial services for Common Areas (not the Premises). Controllable Operating Expenses shall have a five (5%) percent annual cap on a cumulative and compounding basis (the "Controllable Expense Cap"). Notwithstanding the above, Controllable Operating Expenses shall not include Uncontrollable Operating Expenses as defined herein below.

"Cost Determination Date" shall have the meaning as set forth in Section 1.03(F).

"Delivery Date" shall be the date Landlord delivers the Premises to Tenant, and is defined within Section 2.01(ii).

"Effective Date" shall have the meaning as set forth in Section 1.05(A).

"Exempt Transfer" shall mean: (a) a Transfer (as defined below) to a wholly-owned affiliate of Landlord that assumes all obligations of Landlord under this Lease and the Ground Lease in writing; (b) a Transfer required by operation of law in connection with a bankruptcy or insolvency proceeding; or (c) a Transfer to a lender as collateral security (i.e., a mortgage or pledge of leasehold interest), provided that a subsequent foreclosure or transfer in lieu of foreclosure shall not be an Exempt Transfer.

"Force Majeure" shall mean an extraordinary, unforeseeable event beyond the Parties' control, such as natural disasters, acts of God, strikes, epidemics, war, pandemics, government actions that make the Parties' performance impossible or impractical, and as further set forth under Section 19.06 herein.

"Gross Rent Abatement" shall mean the abatement of both Base Rent and Additional Rent (including Tenant's Proportionate Share of Operating Expenses) otherwise payable by Tenant under this Lease for the applicable abatement period.

"Hazardous Materials" shall have the meaning as set forth in Section 19.07.

"Improvements" shall mean the interior, non-structural elements of the Premises installed by or on behalf of Tenant, including, but not limited to, the following: interior and partition walls; the finish or wall coverings applied to the interior surfaces of exterior walls or demising (i.e., party) walls; floor coverings (i.e., carpet or tile), but not the slab or structural components thereof; and gas, electric, fire sprinkler, telephone, water, plumbing, heating, ventilation, and air conditioning lines, pipes, conduits, ducts, connections, meters, systems, load bearing walls and equipment installed by or on behalf of Tenant which directly and exclusively serve the Premises (as opposed, for example, to such equipment, facilities, or systems which serve the Premises in common with other improvements or Common Area constructed in the Property) except to the extent such systems or utilities are embedded within structural components of the Premises.

“Initial Year” shall mean the first Lease Year of this Lease.

“Initial Term” shall have the meaning as set forth in Section 1.05(A).

“Landlord Cap” shall have the meaning as set forth in Section 1.03(F).

“Landlord’s Furnishings” shall have the meaning as set forth in Section 1.03(B).

“Lease Year” shall mean each successive twelve (12) month period of the Term, with the first Lease Year commencing on the Effective Date, unless the Effective Date is other than the first day of the month, in which case the first Lease Year shall commence on the first day of the calendar month immediately following the Effective Date and shall include the period from the Effective Date to the first day of such next following calendar month.

“Operating Expenses” shall have the meaning as set forth in Section 2.03.

“Parking Facility” shall have the meaning as set forth in Section 1.03(D).

“Plans and Specifications” shall have the meaning as set forth in Section 1.03(F).

“Permitted Use” shall have the meaning set forth in Section 1.04(A).

“Personalty” shall mean all signage, trade fixtures, wares, furnishings, fixtures and equipment, merchandise, electronics, goods, inventory, and other personal property of Tenant located at or within the Premises.

“Premises” shall mean that portion of the Building leased to Tenant, which is located at the Property (as defined herein), and which contains approximately 48,229 rentable square feet (“RSF”), and as more particularly described within Exhibit B, completed in accordance with Building Owners and Managers Association (“BOMA”) standards and requirements.

“Project Cost Cap” shall have the meaning as set forth in Section 1.03(F).

“Project Costs” shall have the meaning as set forth in Section 1.03(F).

“Property” shall mean that certain real property, as more particularly described in Exhibit C, identified as folio number 4942-09-01-0191, located at 1515 West Cypress Creek Road, Fort Lauderdale, Florida 33309 (the “1515 Building”), and folio number 4942-09-01-0190, located at 1525 West Cypress Creek Road, Fort Lauderdale Florida 33309 (the “1525 Building”).

“Qualifying Transfer” shall mean any Transfer that is not an Exempt Transfer.

“Renewal Option” shall have the meaning as set forth in Section 1.05(B).

“Renewal Term” shall have the meaning as set forth in Section 1.05(B).

“Rent” shall mean the aggregate of all Base Rent and Additional Rent due from Tenant to Landlord pursuant to this Lease.

“Substantial Completion” shall mean the Landlord has completed Landlord’s Work, exclusive of Punch List items, and the issuance of a Certificate of Completion (or its equivalent) from the local governing agency that issued the Permit(s).

“Taxes” shall mean all real estate and assessments or similar charges assessed or charged against the Property and, any part thereof, by any lawful taxing authority and including any amounts assessed or charged in substitution for or in lieu of any such taxes (to the extent assessed or charged against owners or lessors of real property in their capacity as such (as opposed to any such taxes which are of general applicability)), excluding income, franchise, inheritance, transfer, “value added”, estate, gift, capital stock, excise, unincorporated business, gross receipts, profit or margin, payroll or stamp, occupancy or capital gains tax, to the extent such taxes are not levied in lieu of any of the foregoing against the Property or Landlord (to the extent assessed or charged against owners or lessors of real property in their capacity as such (as opposed to any such taxes which are of general applicability)) and excluding any interest, fines or penalties payable due to the failure of Landlord to pay taxes or other charges in a timely manner.

“Tenant Credit” shall have the meaning as set forth in Section 1.03(F).

“Tenant Improvement Allowance” shall have the meaning as set forth in Section 1.03(F).

“Tenant’s Operating Expenses” shall have the meaning as defined in Section 2.03.

“Term” and “Lease Term”, shall mean the Initial Term up to the expiration of the Initial Term, and any properly and duly exercised Renewal Term.

“Transfer” shall mean any voluntary or involuntary sale, assignment, transfer, or conveyance of all or any controlling interest in Landlord’s leasehold interest under the Ground Lease with respect to the Property (or either Building thereon), including without limitation: (a) a sale or transfer of the leasehold estate in the 1515 Building or the 1525 Building; (b) a sale, assignment, or other transfer of a majority or controlling membership interest in Cypress West, LLC or any successor entity holding Landlord’s interest under the Ground Lease; (c) a merger, consolidation, or reorganization of Landlord resulting in a change of control; or (d) a foreclosure sale, deed-in-lieu of foreclosure, or other involuntary transfer, except that (d) shall be subject to Tenant’s rights under Article XII (Subordination) and the SNDA delivered pursuant thereto.

“Transfer Price” shall mean the total consideration offered or received for a

proposed Transfer, including cash, assumed liabilities, seller financing, earnest money, and any other economic benefit passing to Landlord or its principals in connection with the Transfer.

“Transfer Notice” shall mean the written notice delivered by Landlord to Tenant pursuant to Section 1.07(A) or 1.07(B), as applicable.

“Uncontrollable Operating Expenses” shall mean those Operating Expenses beyond the reasonable control of Landlord, specifically limited to: (i) utilities (water, electric, sewer, and gas) serving Common Areas and non-leasable portions of the Property and Building; and (ii) all insurance premiums maintained by Landlord for the Building and Property, limited to types and amounts of coverage customary for comparable office buildings in Broward County, Florida. Uncontrollable Operating Expenses shall be passed through to Tenant at actual cost with no markup, administrative charge, or premium of any kind. Real Estate Taxes are governed by Section 2.03(d); if the tax-exempt status of the Property is lost, Taxes shall automatically be classified as Uncontrollable Operating Expenses.

“Utility Cost” shall mean all charges for electric, gas and water consumption to the Premises and Property.

“Value Engineering Threshold” shall have the meaning as set forth in Section 1.03(F).

1.03 Premises, Landlord’s Work & Tenant’s Work and Other Conditions

A. Premises. Landlord, for and in consideration of the rents, covenants and agreements hereafter reserved and contained on the part of Tenant to be observed and performed, the receipt and sufficiency of which are hereby acknowledged, hereby demises and leases to Tenant, and Tenant rents from Landlord the Premises, at the Property. The Premises consists of 48,229 RSF, as depicted on Exhibit B attached hereto. The 1515 Building includes approximately 99,027 RSF and a parking structure containing 489 parking spaces. The 1525 Building includes approximately 99,123 RSF and an adjacent parking structure containing 366 parking spaces. The Property currently contains a total of 1,344 parking spaces, as described in Exhibit C, and as shown on the survey attached thereto, with its structures, common area and parking areas as further described on Exhibit C.

B. Existing Personal Property: Landlord shall deliver the Premises to Tenant with all existing furniture, fixtures, personal property and equipment located therein as of the Delivery Date, all in their “AS IS, WHERE IS” condition as reflected on Exhibit H. Within forty-five (45) days of Tenant providing written notice to Landlord identifying the specific items for removal, Landlord, at its sole cost and expense, shall remove those items of personal property, furniture, and fixtures from the Premises. All of Landlord’s Furnishings (as identified in Exhibit H) shall at all times remain the Landlord’s property. Tenant’s personal property, FF&E, and Personalty shall remain Tenant’s property regardless of

whether such items are attached to the Building, subject only to Tenant's removal and restoration obligations set forth in Article XI of this Lease. Landlord shall make available to Tenant, at no charge, the existing furniture and furnishings located in the Premises as of the Effective Date, as identified on Exhibit H attached hereto (collectively, "Landlord's Furnishings"), with no representations or warranties whatsoever by Landlord. Tenant shall have the right to use Landlord's Furnishings throughout the Lease Term at its sole risk and any Renewal Terms at no charge, and Tenant shall have no liability for normal wear and tear on Landlord's Furnishings.

In addition, Tenant shall have the non-exclusive use to the Common Areas (as defined in Section 1.04(B)) serving the Building, including those referenced above, and all other areas, which shall at all times be subject to Landlord's exclusive control and management. The Common Areas may be expanded, contracted, or changed by Landlord from time to time as Landlord deems appropriate at Landlord's sole and absolute discretion; provided, however, such expansion, contraction or change shall not affect access to, or use of, the Premises (other than to a de minimis extent). Provided Tenant is not in default of this Lease, Tenant shall have the non-exclusive right to use the Common Areas and the common areas of the Building in common with Landlord, other tenants of the Property, and their respective employees, agents, invitees, licensees, subtenants, concessionaires, and contractors. Landlord, in Landlord's sole discretion, shall have the right to enter into, modify, and terminate easements and other agreements pertaining to the use and maintenance of the Common Areas and, subject to the right to restrict or designate parking areas to be used by tenants, their officers, agents, employees, concessionaires, and contractors within the Common Areas; provided in all events, that the same shall not increase Tenant's obligations under this Lease, decrease Tenant's rights under this Lease or otherwise affect access to, or use of, the Premises (other than to a de minimis extent). Tenant shall comply with all laws, rules, and regulations of any governmental authorities respecting Tenant's and Tenant's employees', agents' and invitees' use of the Common Areas and shall not make, suffer, or commit any unlawful, improper, or offensive use of the Common Areas or permit a nuisance thereon, provided Tenant shall not be required to make any Alterations or repairs to the Common Areas except in the event that Tenant or Tenant's employee, agent or invitee causes damage to the Common Areas, the Tenant shall be responsible to reimburse Landlord for all expenses and costs incurred by Landlord to make such repairs. Tenant shall arrange for the regular pickup and removal of trash and garbage from the Premises. Tenant shall properly bag and dispose of all trash and garbage and shall reasonably secure all outdoor dumpsters and receptacles exclusive to Tenant's use, if any, so as to prevent any unauthorized dumping. Tenant shall not burn any trash of any kind in or about the Common Areas. Tenant shall have no right to conduct so-called "sidewalk sales" or, except as otherwise provided in this Lease, otherwise conduct its business in the Common Area without obtaining the prior written consent of Landlord in each instance, which consent may be withheld at Landlord's sole discretion. In the event Landlord consents to any such "sidewalk sales." Tenant shall ensure that such sales do not disrupt regular customer traffic and do not obstruct the sidewalks, walkways, parking areas, or other parts of the Common Areas.

C. Condition of Premises. Tenant shall accept the Premises on the Delivery Date (as hereafter defined in Section 2.01), in its "AS IS", "WHERE IS" condition, except as expressly provided herein. Landlord will have no obligation to do any work or perform any installations to prepare the Premises for Tenant's occupancy or use, except for Landlord's Work, as defined herein. Subject to Landlord's Work as reflected in Section 1.03(E) and Exhibit F, Tenant hereby certifies that it has inspected the Premises and accepts the Premises in its existing condition as of the Effective Date, subject to the Landlord's Work as defined herein, and TAKING OF POSSESSION OF THE PREMISES BY TENANT SHALL BE DEEMED CONCLUSIVELY TO ESTABLISH TENANT'S UNDERSTANDING AND AGREEMENT THAT TENANT IS THEREUPON ACCEPTING THE PREMISES "AS IS," "WHERE IS" AND, TO THE EXTENT ALLOWED BY LAW, TENANT HEREBY WAIVES ANY AND ALL RIGHTS AND PROTECTIONS AS MIGHT OTHERWISE BE AFFORDED TENANT AT LAW OR OTHERWISE CONCERNING THE CONDITION OF THE BUILDING OR THE PREMISES OR OF ANY BUILDINGS OR IMPROVEMENTS THEREON EXCEPT AS MAY BE OTHERWISE EXPRESSLY SET FORTH HEREIN.

D. Tenant's Work. Tenant's Work shall be performed and paid for exclusively by Tenant and licensed contractors satisfactory to Landlord. Tenant may begin installation of information technology ("IT") systems and related infrastructure for security and administrative support purposes in the Premises prior to the Delivery Date, so long as such systems and infrastructure have been approved in writing by Landlord, and installation does not cause a nuisance with respect to any other tenants in the Building. Tenant, and its contractors, shall be required to provide in advance of any work or occupancy, proof of insurance (from a licensed insurance company with a rate of "A" or better, naming the Landlord as an additional insured. Upon completion of any work, Tenant shall be required to provide Landlord with final release and waiver of liens from both Tenant and its contractors for work performed. If Tenant's IT, and other related work as provided in this Section 1.03(D), is being installed prior to the Delivery Date, Tenant shall request and coordinate any installation of its IT with Landlord (and Landlord's agents or contractors, if applicable), and Landlord may, in its reasonable discretion, decline to permit Tenant's request. At the time Landlord provides written approval of any Tenant's Work, Landlord shall designate in writing which specific elements, if any, Landlord will require Tenant to remove upon expiration or termination of this Lease. Absent such written designation at the time of approval, Tenant shall have no obligation to remove approved Tenant's Work.

E. Landlord's Work. Landlord shall complete improvements to the Premises as specifically set forth on Exhibit F ("Landlord's Work"), which may be modified in writing between Landlord and Tenant.

F. Costs Associated with Landlord's Work & Tenant Improvement Allowance.

i. As set forth above under Section 1.03(D), and as further detailed under Exhibit F, and based upon a mutually agreed set of plans and specifications approved by Tenant, and in compliance with all standards under Applicable Law, Landlord's Work shall be performed by Landlord's general contractor with Tenant oversight and Tenant inspections to assure that Landlord's Work is performed in accordance with the plans attached as

Exhibit B, subject to adjustments through the Value Engineering process. Landlord's Work is being completed for the use and benefit of Tenant in furtherance of its governmental functions. The layout reflected in Exhibit B, which incorporates Tenant's inputs and design notes, shall serve as the established basis for plans and specifications, mutually agreed to by the Landlord and Tenant (the "Plans and Specifications").

ii. The total estimated cost to complete Landlord's Work (collectively, "Project Costs") is reflected within Exhibit F. In order to reduce the Tenant's investment in the Project Costs, Landlord and Tenant agree to cooperate in good faith to agree upon the Plans and Specifications in order to achieve the lowest reasonable Project Costs without material reduction in the scope or quality of Landlord's Work. Landlord and Tenant shall complete a budgeting process, and mutually agree upon final Project Costs in writing, within twenty-one (21) days of the Effective Date ("Cost Determination Date"). The Project Costs are subject to review, verification, and the mutual written approval of both Landlord and Tenant, prior to the commencement of any construction work. The total Project Costs shall not exceed \$5,009,994.00 (the "Project Cost Cap"). Project Costs shall only increase due to Tenant's request for additional work in excess of Landlord's Work, which increase shall be based on a mutual agreement in writing between Landlord and Tenant as to an adjustment in Landlord's Work and Project Costs, signed by both Landlord and Tenant, which shall then be deemed a part of this Lease Agreement.

iii. The Project Costs shall be funded from the following sources, in the following order of application:

- a. Tenant Improvement Allowance. Landlord shall provide a tenant improvement allowance of \$2,170,305.00, calculated at \$45.00 per rentable square foot, to be applied toward the Project Costs (the "Tenant Improvement Allowance"). The Tenant Improvement Allowance shall be applied by Landlord against the mutually agreed to Project Costs and shall not be paid or disbursed to Tenant but instead shall be specifically used for the Project Cost related to the Landlord's Work set forth on Exhibit F.
- b. Base Rent Credit. As requested by Tenant, and instead of Landlord providing Tenant with the Base Rent Abatement, as set forth in Section 2.01(i) below, in the total amount of \$1,197,526.00 ("Tenant Credit"), the Tenant Credit shall not constitute a cash payment or disbursement to Tenant, but instead shall be applied towards the Project Costs and paid by Landlord. It is the clear understanding of the Tenant that Tenant shall not receive any Base Rent Abatement during the period set forth below in Section 2.01(i).
- c. Landlord's Cap. The maximum amount that Landlord shall be required to contribute towards the Project Costs shall not exceed \$3,367,831.00 ("Landlord Cap").
- d. Tenant Contribution. Tenant shall pay to the Landlord the mutually agreed

construction payments for the Project Costs, less Landlord Cap (“Tenant Contribution”). The Tenant Contribution shall be subject to adjustment based on mutually agreed to written modifications, Change Orders resulting from Value Engineering, that may cause a decrease in the Project Costs. Tenant shall make the Tenant Contribution payments as follows: (a) within five (5) business days following the date the Board provides authorization to the County Administrator to proceed with authorization for execution of this Lease, and the Lease is signed by the Landlord, Tenant shall provide a purchase order with a payment to Landlord in the amount of Two Hundred Thousand Dollars (\$200,000.00 for design and engineering services (“D&E Deposit”)), which shall be credited against Tenant’s total obligation of Project Costs; (b) Tenant shall provide a payment of Six Hundred Thousand Dollars (\$600,000.00) toward Project Costs no later than five (5) days upon issuance of the building permit(s) for Landlord’s Work (“Initial Payment”); and (c) the remaining balance due for the Tenant Contribution shall be paid to Landlord within thirty (30) days following the Commencement Date. Notwithstanding the preceding sentence, the Tenant may withhold a portion of its balance due (not to exceed \$100,000.00), to the Landlord for the Tenant Contribution based on the reasonable calculation of value established by the Landlord’s General Contractor and Architect for material (non-cosmetic) Punch List items identified by the inspectors, provided those Punch List items did not result from Tenant modifications to the approved plans. The Tenant shall make its last payment of any withheld Tenant Contribution funds within 15 days after the Architect verifies that the Punch List Items it previously identified have been reasonably remediated. To the extent the Tenant’s Contribution for improvements constitute public construction or are otherwise subject to Applicable Law, payments shall comply with Section 255.25(3)(e), Florida Statutes. Tenant acknowledges that reimbursement obligations for Landlord’s Work are independent payment obligations and shall not be delayed due to administrative review or funding processes, but are subject to appropriation of funds in accordance with Applicable Law, including Chapter 129, Florida Statutes, and payable in accordance with the Broward County Prompt Payment Ordinance, Section 1-51.6, Broward County Code of Ordinances, and Sections 218.70–218.80, Florida Statutes.

Notwithstanding the foregoing, to the extent any Tenant Contribution payment made pursuant to Section 1.03(F) of this Lease constitutes a payment for public construction, interest on any late payment of such Tenant Contribution shall accrue at the rate established under Section 255.073(4), Florida Statutes, and Section 255.25(3)(e), Florida Statutes, as amended from time to time.

Estimated Funding Summary. For reference and illustration only, the allocation of Project Costs among the above funding sources is summarized as follows:

Funding Source	Amount
Tenant Improvement Allowance (Landlord) (Maximum Not-to-Exceed)	\$2,170,305.00
Tenant Credit (Landlord) (Maximum Not-to-Exceed)	\$1,197,526.00
Advance Payments (Tenant) (D&E Deposit + Initial Payment) (Maximum Not-to-Exceed)	\$800,000.00
Remaining Balance Due at Commencement Date (Tenant) (Maximum Not-to-Exceed)	\$842,163.00
Total Estimated Project Cost Cap (Maximum Not-to-Exceed)	\$5,009,994.00

- e. Deviations and Cost Adjustments. The estimated Project Costs as illustrated herein are based upon Exhibit F, following collaboration between the Parties and incorporating design requirements. The Project Costs are subject to review, verification, and mutual agreement of Landlord and Tenant.

In the event the Project Costs exceed the Project Cost Cap, the Parties shall, no later than the Cost Determination Date, as set forth above in Section 1.03(F), use commercially reasonable efforts to review such amounts which exceed the Project Cost Cap in good faith and to agree upon appropriate revisions to Exhibit F, and attempt value-engineering measures, and/or an equitable adjustment pursuant to the applicable amendment or change order process(es) set forth herein (“Value Engineering Threshold”).

If the Parties are unable to resolve such excess costs, by the Cost Determination Date, to the reasonable satisfaction of Tenant, Tenant shall have the right, upon written notice, to terminate the Lease, whereupon Tenant shall have no further obligations thereunder, except that Tenant shall remain responsible for payment of a \$200,000 purchase order for design fees incurred in connection with Landlord’s Work. Notwithstanding the above noted Value Engineering Threshold, Cost Determination Date and, or other sections elsewhere in this Lease, once the Parties have reached an agreement regarding final Project Costs, Landlord shall promptly, within ten (10) business days, execute a contract with a contractor for Landlord’s Work to be performed at the Premises pursuant to the provisions of Section 1.03(F)(ii) herein. In no event shall Landlord be required to execute a contract with any contractor if an agreement regarding final Project Costs has not been reached pursuant to the provisions of

Section 1.03(F)(ii).

1.04 Permitted Use, Common Areas, Parking

A. Permitted Use:

i. Tenant shall use the Premises solely for an operations center and administrative facility for Broward County ("Permitted Use"), and for no other use or purpose, except as agreed to in writing by the Parties. The Parties acknowledge that the Tenant intends to designate the Premises as the Tax Collector's principal office. Tenant agrees not to use or permit the use of the Premises for any purpose other than the Permitted Use or for any activity which is illegal, dangerous to life, limb or property or which, in Landlord's reasonable opinion, creates a nuisance or negatively affects the Building or which would increase the cost of insurance coverage with respect to the Building. Tenant shall not, at any time, knowingly suffer the Premises to be used or occupied in violation of: (i) the certificate of occupancy issued for the Premises or for the Building; (ii) any of the provisions of this Lease; (iii) zoning ordinances, and rules and regulations of any governmental or quasi-governmental authorities having jurisdiction, or (iv) violation of any Rules and Regulations imposed by Landlord; or (v) such conditions, restrictions, declarations and other encumbrances to which the Building or any part thereof is subject. Except for any certificate of occupancy that may be required after completion of Landlord's Work, if any, Tenant shall be solely responsible for securing and maintaining any and all approvals and permits (collectively "Approvals") required for Tenant's Permitted Use hereunder at no cost or liability to Landlord. Landlord will cooperate in all reasonable respects in connection with governmental approval applications made by Tenant with respect to the Premises, subject to the reasonable discretion of Landlord (such approval not to be unreasonably withheld, conditioned or delayed), but the expense of the application(s) and approval(s) shall be solely borne by the Tenant. Tenant acknowledges that Landlord has not investigated and, except as otherwise provided in this Lease, does not warrant or represent to Tenant that the Premises are fit for the purposes intended by Tenant or for any other purpose or purposes whatsoever.

ii. Tenant shall be permitted to use the Premises for meetings, conferences and other gatherings that would incorporate marketing of the Premises for such third-party bookings, as long as (i) prior notice is provided to Landlord; and (ii) as long as such use or activity is not prohibited by (a) law, (b) any association declarations, (c) the Rules and Regulations, (d) any other exclusivities for any other tenants in the Building, (e) violates any other terms or provisions of any other tenant's lease; or (f) is permissible by Landlord, in its sole judgment. In addition, Tenant shall require such third parties to have adequate insurance, as reasonably determined by Landlord, naming the Tenant and Landlord as "additional insureds" and such proof of insurance shall be provided to Landlord in advance of any use of the Premises by such third-party.

B. Common Areas

Landlord hereby grants to Tenant for the Term (as defined in Section 1.05) of this Lease and any extensions thereof, the non-exclusive right to use in common with others entitled thereto, the common areas, service roads, loading facilities, common area restrooms, the elevators and lobby on office floors in the Building and sidewalks and visitor parking areas as may be provided from time to time by Landlord, as such common areas now exist or as common areas may hereinafter be constructed, and other facilities as may be designated from time to time by Landlord (collectively, the "Common Areas") subject, however, to the terms and conditions of this Lease and the Rules and Regulations (as defined within Exhibit E), for the use thereof as prescribed and amended from time to time by Landlord. Notwithstanding the foregoing, the Common Areas and Building common areas shall at all times be subject to the exclusive control and management of Landlord, and Landlord shall have the right, but not the obligation, to construct, maintain and operate lighting facilities on all said areas and improvements, and to police the same; from time to time to change the area, level, location and arrangement of parking areas and other facilities herein above referred to; and to restrict parking by tenants, their officers, agents and employees to employee parking areas, provided, however, that Landlord shall take all reasonable steps to insure that any action taken in conjunction with this subsection shall not materially interfere with Tenant's use of the Premises. Tenant will not be entitled to any abatement of Rent because of such renovations and waives the right to make any claims of liability against Landlord related to or allegedly caused by or associated with Landlord's repair, renovation, or control over the Common Areas.

C. Parking Facility

The Parking Facility serving the Property currently contains approximately 1,344 spaces, as shown in Exhibit C ("Parking Facility") allocated to Building tenants on a prorated basis of approximately six (6) spaces per 1,000 RSF. Tenant is entitled to an allocation of 6 spaces per 1,000 RSF or 289 unreserved, non-exclusive parking spaces in the Parking Facility. Tenant and its invitees shall have access to the Parking Facility. Landlord may impose reasonable rules and regulations regarding use of the Parking Facility but may not severely restrict or eliminate Tenant's use of the Parking Facility. Tenant shall receive reasonable notice of such rules and regulations applicable to use of the Parking Facility. Landlord will have no liability to Tenant, its employees, agents, invitees or licensees for losses due to theft or burglary or for damages done by unauthorized persons to the Property, and Landlord will not be required to insure against any such losses. Tenant and Tenant's employees, agents, contractors and invitees shall cooperate fully in any of Landlord's efforts to maintain safety measures at the Property, including the Parking Facility.

Tenant acknowledges and understands that Landlord must have available parking to offer other tenants (including their employees, guests, or invitees) and Tenant does not have an exclusive right to use the Parking Facility.

Tenant's right to use, and its right to permit its principals and guests to use, the Parking Facility pursuant to this Lease are subject to the following conditions: (i) Landlord has made no representations or warranties with respect to the parking area, the number of spaces located therein or access thereto except as specifically set forth herein; (ii) Landlord has no obligation to provide a parking area attendant and Landlord shall have no liability on account of any loss or damage to any vehicle or the contents thereof, Tenant hereby agreeing to bear the risk of loss for same; (iii) Tenant, its agents, employees and invitees, shall park their automobiles and other vehicles only where and as designated from time to time by Landlord within the parking area.

Landlord may issue to Tenant a parking sticker or tag, which will authorize parking of a vehicle on which the sticker or tag is displayed, or Landlord may provide a reasonable alternative means of identifying and controlling vehicles authorized to be parked in the section designated for tenants' parking. Landlord may make, modify and enforce the Rules and Regulations relating to the parking of vehicles at the Parking Facility, and the assignment of parking privileges therein, and Tenant will abide by such rules and regulations. No vehicles other than automobiles and non-commercial vehicles will be permitted in the Parking Facility. Notwithstanding the foregoing, Landlord shall designate specific areas for ingress and egress, loading, and parking, applicable to a reasonable volume of commercial vehicles serving the Permitted Use, which shall not be unreasonably prohibited.

In addition, Tenant shall have the right to designate up to ten (10) parking spaces within the Parking Facility as reserved spaces for Tenant's exclusive use, at no additional cost to Tenant, the location of such reserved parking spaces to be solely determined by Landlord. Landlord shall mark such reserved spaces with appropriate signage at Landlord's expense. Tenant may change the location of the reserved spaces upon thirty (30) days' written notice to Landlord, subject to Landlord's written approval of the new locations. Approval by Landlord shall not be unreasonably withheld, conditioned, or delayed.

D. Compliance with Laws and Rules and Regulations of Building

Tenant shall comply with Applicable Law, which includes, but is not limited to the Americans with Disabilities Act ("ADA"), any law pertaining to Hazardous Materials as described in Section 19.07, medical waste as described in Section 19.08, or any other law relating to the environment or relating to the use, condition or occupancy of the Premises. Tenant will also comply with Applicable Law with respect to Tenant's Work and any alterations made by Tenant to the Premises.

Tenant shall comply and shall use commercially reasonable efforts to cause its employees, agents, and invitees to comply with the Rules and Regulations of the Building adopted by Landlord from time to time (collectively, the "Rules and Regulations"). The Rules and Regulations in effect as of the date hereof are set forth in Exhibit E, attached hereto. Use by Tenant and its employees and agents of the Parking Facility and parking areas in the vicinity of the Building in which the Premises are located

shall be subject to the Rules and Regulations. Within ten (10) days of any material change to Tenant's entitlement to use the Parking Facility, Tenant shall receive notice of any such material change. Landlord shall at all times enforce the Rules and Regulations promulgated herein in a non-discriminatory manner.

Tenant agrees that Tenant and Tenant's agents, acting within the course and scope of their duties, shall comply with all operation and maintenance programs and guidelines implemented or promulgated from time to time by Landlord or its consultants in order to reduce the risk to Tenant, Tenant's Agents or any other tenants of the Building of injury or Environmental Complaints. The Tenant obligations under this section shall survive the termination or expiration of this Agreement.

1.05 Term and Option to Renew

A. This Lease shall be effective as of the date of the last signature of Landlord or Tenant ("Effective Date"). A fully executed copy of this Lease shall be thereafter delivered to both the Landlord and Tenant. The initial term (the "Initial Term") of this Lease will commence on the Effective Date (as defined herein) and expire on the later of (i) December 31, 2042, or (ii) 192 months from the Commencement Date, for a full term of one hundred ninety-two (192) months (the "Expiration Date"), unless sooner terminated as provided herein. As used in this Lease, "Term" means the Initial Term and any extension thereof.

B. Option to Renew. Provided Tenant is not in default of any provision of this Lease at the time of exercise and has not defaulted on the payment of any Rent more than once during the term of this Lease, Landlord hereby grants Tenant four (4) five (5) year renewal options (the "Renewal Option") to exercise and extend this Lease for an additional sixty (60) months each (each, a "Renewal Term"). Tenant's exercise of the Renewal Option shall be for the entirety of the Premises, including any expansion space which Tenant has assumed. Tenant must exercise the Renewal Option by providing Landlord with written notice no less than twelve (12) months prior to the Expiration Date of the Initial Term or any Renewal Term.

During each Renewal Term, the annual Base Rent shall be the greater of: (a) one hundred percent (100%) of the then-current Fair Market Rate for the Premises; or (b) the Base Rent payable on the last day of the immediately preceding term. "Fair Market Rate" shall mean the annual base rental rate per rentable square foot that a willing, non-compelled landlord would accept and a willing, non-compelled tenant would pay for comparable office space of similar size, quality, and location in the Fort Lauderdale/Cypress Creek submarket, taking into account all relevant lease terms. If the Parties are unable to agree on the Fair Market Rate within sixty (60) days following Tenant's exercise of a Renewal Option, the Fair Market Rate shall be determined by a licensed MAI appraiser mutually selected by the Parties. If the Parties are unable to agree on an appraiser within fifteen (15) days, each Party shall select one MAI appraiser, and the two selected appraisers shall select a third. The determination of the third appraiser shall be binding. The costs of the third appraiser shall be shared equally; each Party shall bear the cost of

its own appraiser. Pending final determination of the Fair Market Rate, Tenant shall continue to pay Base Rent at the rate payable during the last month of the expiring term, with a retroactive adjustment within thirty (30) days following the final determination.

1.06 Right of First Offer to Rent Additional Space

A. Subject to the other rights of Tenant under this Lease and provided Tenant is not in default under this Lease and has not sublet the Premises or offered the Premises for sublease, Landlord hereby grants Tenant a continuous right of first offer ("Lease ROFO") during the first sixty (60) months following the Commencement Date to rent any additional space that becomes available in the 1515 Building or the 1525 Building (each, a "Lease ROFO Space").

B. Before offering any Lease ROFO Space to a third party, Landlord shall deliver written notice to Tenant identifying such Lease ROFO Space, its square footage, and the date of anticipated availability ("Lease ROFO Notice").

C. Tenant shall have thirty (30) days following receipt of the Lease ROFO Notice to exercise the Lease ROFO by delivering written notice to Landlord. If Tenant exercises the Lease ROFO, the Lease ROFO Space shall be added to the Premises on the same terms and conditions as this Lease, with a pro-rata adjustment to the Tenant Improvement Allowance and Rent Abatement based on the ratio of the Lease ROFO Space RSF to the original Premises RSF, and the term for the Lease ROFO Space shall be coterminous with the Initial Term.

D. If Tenant fails to exercise the Lease ROFO in writing within the thirty (30) day period, time being of the essence, Tenant's Lease ROFO rights with respect to that specific Lease ROFO Space shall be deemed waived. Tenant's failure to exercise the Lease ROFO with respect to one specific space shall not affect Tenant's Lease ROFO rights with respect to any other space that subsequently becomes available.

E. The Lease ROFO shall not apply to any renewal, extension, or expansion of an existing Tenant's lease within the Building and any space that is available prior to the Effective Date.

1.07 Right of First Offer to Purchase

A. Right of First Offer Upon Sale ("Sale ROFO"). Before listing, marketing, or soliciting offers for any Qualifying Transfer, Landlord shall deliver a Transfer Notice to Tenant specifying: (i) the Building(s) or interest proposed to be transferred; (ii) Landlord's proposed Transfer Price and material terms (the "Sale ROFO Terms"); and (iii) the date on or after which Landlord intends to begin marketing.

(i) Tenant shall have ninety (90) days following receipt of the Transfer Notice, time being of the essence, to deliver written notice to Landlord of Tenant's election to purchase the interest described in the Transfer Notice on the Sale ROFO

Terms ("Sale ROFO Exercise Notice").

(ii) If Tenant timely delivers a Sale ROFO Exercise Notice, the Parties shall negotiate in good faith the terms of a purchase and sale agreement for a period not to exceed thirty (30) additional days (the "Negotiation Period"), time being of the essence and should the Parties fail to enter into a purchase and sale agreement during such thirty (30) days, for any reason whatsoever, the Sale ROFO shall be deemed null and void with no further force or effect. Any purchase by Tenant shall be subject to: (a) Board authorization pursuant to Chapter 125, Florida Statutes; (b) appropriation of funds pursuant to Chapter 129, Florida Statutes; and (c) compliance with Section 125.031, Florida Statutes, to the extent applicable. Tenant's obligation to close shall be conditioned upon receipt of necessary appropriations and Board approval, and shall not be construed as a debt or obligation of the County that bypasses the annual budget process, which shall not exceed a total of one hundred twenty (120) days from the Tenant's receipt of the Transfer Notice ("Sale ROFO Termination Date"). As of the Sale ROFO Termination Date, the Sale ROFO shall automatically be deemed null and void with no further force or effect, at which time any Sale ROFO shall not be applicable to this Lease, or any other options to extend or renew the Lease.

If Tenant (i) declines to exercise the Sale ROFO; (ii) fails to timely provide Sale ROFO Exercise Notice; (iii) if the Parties are unable to execute a purchase agreement during the Negotiation Period; or (iv) the expiration of the Sale ROFO Termination Date, whichever is to occur first, this Sale ROFO shall be deemed null and void with no further force or effect as to this Lease or any extensions or renewals.

B. Conditions and Limitations.

(i) Tenant's rights under this Section 1.07 shall remain in full force and effect throughout the Initial Term and all Renewal Terms, provided (i) Tenant is not in uncured default under this Lease beyond applicable notice and cure periods at the time of Tenant's exercise, or (ii) the Sale ROFO is deemed null and void as per this Section if (a) Tenant declines to exercise the Sale ROFO, or (b) if the Parties are unable to execute a purchase agreement during the Negotiation Period, or (c) the expiration of the Sale ROFO Termination Date, whichever is to occur first, this Sale ROFO shall be deemed null and void with no further force or effect as to this Lease or any extensions or renewals.

(ii) Tenant's rights under this Section 1.07 shall be subordinate to the terms of the Ground Lease between the City of Fort Lauderdale and Landlord, and shall be exercised only to the extent permitted under the Ground Lease and Applicable Law.

(iii) Landlord shall provide Tenant with written notice of any proposed amendment to the Ground Lease that would materially affect Landlord's ability to

transfer its leasehold interest, within five (5) business days of Landlord's execution of any such amendment.

(iv) Any Transfer consummated in compliance with this Section 1.07 shall be expressly conditioned upon the transferee's assumption in writing of all obligations of Landlord under this Lease, which assumption shall be delivered to Tenant concurrently with the closing of the Transfer.

Any Transfer in violation of this Section 1.07 shall be voidable at Tenant's election upon written notice to Landlord and the transferee within ninety (90) days after Tenant receives actual notice of the Transfer.

C. At no time whatsoever shall Tenant be permitted to file a lien against the Property, or Building, or seek any Specific Performance if there is a default with respect to the Sale ROFO. Tenant's sole remedy is to seek a claim for damages.

D. This Section 1.07 shall survive any Transfer and shall be binding upon and enforceable against any successor Landlord.

ARTICLE II.

RENT

2.01 Rent Commencement Date, Delivery Date, & Early Occupancy

i. Rent Commencement Date

Tenant shall begin paying Base Rent and Additional Rent for the Premises on the Rent Commencement Date.

Subject to below in Section 2.01, the Base Rent shall be abated for the period from the Rent Commencement Date ("Base Rent Abatement Period"), but in no event shall the Base Rent Abatement Period continue past January 1, 2029. During the Base Rent Abatement Period, Tenant shall be responsible for payments to the Landlord of Additional Rent, which shall include its share of the prorated monthly budget for Operating Expenses as set forth in Section 2.03 below, in addition to utilities (water, sewer, gas, and electricity) provided to the Premises. The Base Rent Abatement shall be provided to Tenant in accordance with Section 1.03(F)(iii)(b).

Tenant shall pay Landlord Base Rent and Additional Rent (collectively "Rent"), without demand and without deduction, abatement or set-off, with time being of the essence. The Rent (including without limitation Base Rent and Tenant's Proportionate Share of Operating Expenses as set forth in the Lease), which sum shall be due and payable in equal monthly installments on or before the first day of each calendar month, in advance, and for each and every consecutive month in the term of this Lease, in legal tender of the United States, with payment made to Landlord's designated Bank Account through Electronic Funds Transfer or ACH.

ii. **Delivery Date.** The Premises shall be delivered on the earlier of the: (i) date of substantial completion of Landlord's Work as reflected in Section 1.03E; or (ii) the date Tenant takes occupancy of any portion of the Premises, but in no event shall the Delivery Date be later than the Commencement Date.

Landlord shall use commercially reasonable efforts to deliver the completed Premises to Tenant on January 12, 2027 ("Target Delivery Date"), provided this Lease is fully executed no later than May 29, 2026 ("Start Date"). Tenant shall receive one and one-half (1.5) additional days of Gross Rent Abatement for each calendar day of delay beyond the Target Delivery Date should Landlord fail to deliver the Premises by the Target Delivery Date, unless such delays are caused by: (i) Tenant's acts or omissions; or (ii) Force Majeure; or (iii) a delay that extends the completion of Landlord's Work, and that is caused by circumstances beyond the control of Landlord or its subcontractors, material persons, suppliers, or vendors contingent on the Landlord having provided: (a) prompt notice to Tenant (i.e., within five (5) business days of the cause for delay having been identified) and (b) a claim for such delay with supporting documentation inclusive of an updated project schedule identifying the impact of the claimed event and reflecting any other ongoing work activities at their current status, along with the date the Landlord first provided written notice to Tenant (collectively, "Excused Delays"). In the event Landlord fails to deliver the completed Premises within one hundred twenty days from the Target Delivery Date ("Outside Delivery Date") subject to mutually agreed to extensions and adjustments due to Excused Delays, Tenant shall have the right, exercisable by written notice to Landlord at any time subsequent to the Outside Delivery Date to terminate this Lease and receive a full refund of all sums paid to Landlord, including all Prepaid Rent, Tenant Contribution payments, D&E Deposit, and any other amounts paid toward Project Costs, within thirty (30) days of such termination notice by Tenant. The remedies set forth in this Section 2.01(ii) shall be Tenant's sole and exclusive remedies for Landlord's failure to deliver by the Target Delivery Date or Outside Delivery Date, except as otherwise expressly provided herein.

iii. **Early Occupancy.** Tenant shall have the right (and Landlord agrees to permit Tenant and its representatives) to access the Premises prior to the Delivery Date only upon the following terms and conditions:

(a) Such access afforded to Tenant shall be upon and subject to all the applicable terms and conditions of this Lease, except for the covenant to pay Base Rent or any other amounts payable by Tenant as specifically set forth in this Lease.

(b) Tenant shall be required to provide Landlord with certificates of insurance related to Tenant's contractors or subcontractors.

(c) Tenant's early access to the Premises pursuant to this Section 2.01 are solely for the purpose of Tenant's Work, installing Tenant's furniture, fixtures and equipment, (the "FF&E") (including, without limitation, cabling and wiring) and not

for conducting normal business operations at the Premises.

(d) Tenant's early occupancy shall be at the sole risk of Tenant and at no time whatsoever shall Landlord be liable to Tenant during the early occupancy period and Tenant hereby fully releases Landlord and waives any and all claims or causes of action against Landlord during the early occupancy period and Tenant indemnifies Landlord in accordance with the terms of this Lease, subject to the limitations of Section 768.28, Florida Statutes.

Notwithstanding the foregoing, the release set forth in this Section 2.01(iii)(d) shall not apply to claims arising from the gross negligence or willful misconduct of Landlord, its agents, employees, or contractors.

2.02 Prepaid Rent, Base Rent & Rent Payments

Beginning on the Rent Commencement Date, the Tenant must pay Base Rent, Additional Rent, and charges for utilities consumed at the Premises, along with any sales taxes as required by Florida law, if applicable.

Except as expressly provided to the contrary herein, Base Rent shall be payable in consecutive monthly installments, in advance, without demand, deduction or offset, commencing on the Rent Commencement Date and continuing on the first day of each calendar month thereafter until the expiration of the Lease Term. The first full monthly installment of Base Rent, and sales tax thereon, if applicable, shall be payable upon Tenant's execution of this Lease and shall be applied to Base Rent for the first (1st) month of the Initial Term subsequent to the Rent Commencement Date. The obligation of Tenant to pay Rent and other sums to Landlord and the obligations of Landlord under this Lease are independent obligations. If the Rent Commencement Date is a day other than the first day of a calendar month, or the Lease Term expires on a day other than the last day of a calendar month, then the Rent for such partial month shall be calculated on a per diem basis. Tenant agrees it shall be bound by and subject to all terms, covenants, conditions and obligations of this Lease during the period between Effective Date and the Delivery Date, other than the payment of Base Rent, in the same manner as if delivery had occurred on the Rent Commencement Date.

a. Prepaid Rent. Tenant shall provide Landlord with prepaid Rent in the amount of Six Hundred Thousand Dollars (\$600,000.00) at the time of full execution of this Lease ("Prepaid Rent"). The Prepaid Rent shall be applied as rent credits in equal installments of One Hundred Thousand Dollars (\$100,000.00) each during the first six (6) months following the Rent Commencement Date as installments of Rent become due. In the event this Lease is terminated due to Landlord failing to deliver the Premises by the Outside Delivery Date as reflected in Section 2.01 and prior to full application of the Prepaid Rent, any and all sums paid by Tenant shall be refunded to Tenant within thirty (30) days of delivery of termination notice.

b. Past Due Rent. All payments due from Tenant under this Lease shall be

subject to Sections 218.70–218.80, Florida Statutes (collectively “Local Government Prompt Payment Act”), and the rights and obligations of the Parties thereunder shall not be limited by any provision of this Lease. Furthermore, sovereign immunity shall not be applicable to the Tenant’s obligation to make Rent and construction payments in accordance with the Lease. Tenant acknowledges that interest on late payments is mandatory to the extent required by Applicable Law, including the Local Government Prompt Payment Act. If Tenant fails to make any payment of Rent or any other sums or amounts to be paid by Tenant hereunder within twenty (20) calendar days after the date such payment is due and payable, such past due payment shall bear interest at the rate set forth in Section 55.03, Florida Statutes, as amended from time to time, from the date such payment became due to the date of payment thereof by Tenant; provided, that interest on the first late payment occurring after the Rent Commencement Date shall be deemed waived. Such interest shall constitute Additional Rent and shall be due and payable with the next installment of Rent due hereunder.

c. Limitation on Abatement of Rent. Unless otherwise specifically provided for below and otherwise in this Lease, there shall not be any Rent abatement, diminution, setoff or reduction of (a) Rent, or (b) of Tenant’s Lease obligations hereunder, for Tenant, its successor, assignee or any person claiming under Tenant. The Tenant’s obligations under the Lease, including but not limited to Tenant’s responsibility to pay all Rent payments in connection with the Lease, shall survive the Lease’s expiration or termination and shall be payable upon Landlord’s demand.

d. Application of Payments. Except to the extent otherwise provided for in the Lease, all payments made by Tenant shall be applied in the following order: (i) Base Rent then due and owing; (ii) Additional Rent then due and owing; (iii) any Late Charges then due and owing; and (iv) any other sums then due and owing under this Lease.

e. Acceptance of Rent by Landlord. Nothing contained herein shall require Landlord to accept any tender of payment from Tenant for less than the full amount due under this Lease, including any and all late charges and interest that may then be due from Tenant in accordance with the express terms of this Lease. Landlord may elect to accept less than the full amount then due from Tenant; however, no payment by Tenant or receipt by Landlord of such lesser amount shall be deemed to be other than payment on account, and no restrictive endorsement or statement on any check or payment shall be deemed to alter the express provisions of this Lease, nor constitute an accord and satisfaction.

f. Prorated Rent. If the Rent Commencement Date does not occur on the first day of a calendar month, the Rent for the first partial calendar month will be prorated based on the actual number of days within such calendar month after the Rent Commencement Date and paid on the Rent Commencement Date. If the Term expires or is terminated on a day which is not the last day of the calendar month, the Rent for the final partial calendar month that the Rent is due will be prorated based on the actual number of days within such calendar month prior to the end of the Term.

g. Other Tenant Obligations for Payments. To the extent that the Tenant is not exempt, Tenant shall be liable for and shall pay directly all taxes (other than Taxes as provided for in Section 2.03), assessments and other governmental impositions and charges of every kind and nature whatsoever directly billed by a governmental authority to Tenant in connection with the use or occupancy of the Premises by Tenant during the Term, on or before the date such taxes, assessments, or other governmental impositions or charges become due, which such amounts are typically billed to, and payable by, tenants of comparable buildings in the city in which the Premises are located. Upon the reasonable request of Landlord, Tenant shall provide Landlord with evidence that such taxes, assessments and other governmental impositions have been paid.

Notwithstanding the foregoing, unless Tenant is exempt, Tenant shall pay all State of Florida commercial rent sales tax and Broward County commercial rent sales surtax due on all Rent hereunder (collectively, "Sales Tax") to Landlord contemporaneously with the payment of such Rent to Landlord, in accordance with Florida law; provided, however Landlord shall be responsible at its sole cost and expense for remitting all Sales Tax to the applicable taxing authority. In the event that the state of Florida reduces or eliminates such commercial rent sales tax in the future, Tenant shall have the benefit of such reduction or elimination.

h. Annual Escalation. Commencing on the first annual anniversary of the Rent Commencement Date and on each annual anniversary thereafter during the Initial Term, the Base Rent shall increase by two and one-half percent (2.50%) over the Base Rent payable during the immediately preceding Lease Year. At the commencement of any Renewal Term, Base Rent shall be re-established in accordance with Section 1.05B. Thereafter, commencing on the first annual anniversary of the first day of such Renewal Term, and on each annual anniversary thereafter during such Renewal Term, the Base Rent shall increase by two and one-half percent (2.50%) over the Base Rent payable during the immediately preceding Lease Year of such Renewal Term.

2.03 Tenant's Proportionate Share/Operating Expenses and Taxes

a. Commencing on the earlier of the Delivery Date or the Commencement Date, Tenant shall pay to Landlord each month as additional rent in an amount equal to Tenant's Proportionate Share (as defined below) of Operating Expenses, and to the extent that the Tenant is not exempt, Taxes, together with sales tax thereon ("Additional Rent"). For the avoidance of doubt, Additional Rent shall constitute all other payments and charges due to be paid by Tenant or advanced by Landlord to be paid by Tenant in connection with this Lease excluding Base Rent. Tenant's obligations under this Section 2.03 are in addition to the requirements to pay Base Rent as provided for in Section 2.02, all of which shall be deemed Rent under the Lease.

b. Tenant's Proportionate Share. Tenant is occupying 48,229 RSF of the 1515 Building and the total gross square footage of the 1515 Building is approximately 99,027 RSF. Accordingly, Tenant's proportionate share of Additional Rent is 48.70% of total Building square footage ("Tenant's Proportionate Share").

c. Operating Expenses. The term “Operating Expenses” shall mean only the following specifically enumerated categories of costs and expenses actually incurred by Landlord in the operation and maintenance of the Building, Property, Premises and Common Areas, as set forth below and as set forth in Exhibit J attached hereto:

(i) administrative costs directly related to the operation and management of the Building, Premises, Property and Common Areas (Controllable Operating Expense);

(ii) repairs, maintenance, service contracts, supplies and pest control of the Premises, Property and Building’s Common Areas and mechanical systems, excluding any Capital Expenditure (Controllable Operating Expense);

(iii) landscaping of the Property (Controllable Operating Expense);

(iv) payroll costs for administrative, engineering, and maintenance personnel involved in the operation, repair, and maintenance of the Building and Property, including fringe benefits, and unemployment insurance, allocated based upon time spent in Building and Property operations (Controllable Operating Expense);

(v) management fee at a fixed annual rate of \$0.99 per RSF of the Premises, subject to escalation at the Controllable Expense Cap (Controllable Operating Expense);

(vi) janitorial services for Common Areas of the Building only, exclusive of the Premises (Controllable Operating Expense);

(vii) utilities (water, electric, sewer, and gas) serving Common Areas and non-leasable portions of the Building, at actual cost without markup (Uncontrollable Operating Expense); and

(viii) all insurance premiums maintained by Landlord for the Building and Property, at actual cost without markup, limited to types and amounts for comparable office buildings in Broward County, Florida (Uncontrollable Operating Expense).

(ix) Tenant’s electricity consumption for the Premises shall be separately sub-metered and billed directly by Landlord to Tenant at actual cost without markup or administrative charge, consistent with the provisions of Section 3.01 (Uncontrollable Operating Expense).

Operating Expenses shall be calculated based solely on costs allocable to the Building and the Property. Operating Expenses related to the Property shall be prorated between the 1515 Building and 1525 Building, based on relative RSF before application of Tenant's Proportionate Share.

Operating Expenses expressly exclude: (A) Capital Expenditures as defined in Section 1.02; (B) Landlord's financing costs, debt service, mortgage payments, or payments due under any other lease agreement; (C) leasing commissions, advertising, or costs to procure or retain any tenant; (D) costs of work or improvements for the sole benefit of any other tenant; (E) amounts covered by insurance proceeds received by Landlord; (F) costs to remediate Hazardous Materials not introduced by Tenant; (G) costs arising from Landlord's negligence or willful misconduct; (H) Landlord's corporate overhead, profit, internal expansion, or administrative costs beyond the management fee in (v) above; (I) legal fees related to Landlord's disputes with other tenants or third parties; (J) taxes on Landlord's income, revenues, or profits; (K) depreciation; (L) any duplicated cost; and (M) any cost not specifically enumerated in items (i) through (viii) above.

Landlord shall provide janitorial services to the interior of the Premises at a base rate of \$1.76 per RSF per year for cleaning services (four (4) hours per day, five (5) days per week, Monday through Friday), inclusive of standard cleaning supplies, and \$1.30 per RSF per year for day porter services (four (4) hours per day, five (5) days per week (Monday through Friday) (collectively, the "Base Janitorial Rate"). The Base Janitorial Rate shall be included in Operating Expenses and shall constitute one of the Controllable Operating Expenses, subject to the five percent (5%) annual escalation cap set forth in this Lease. Any increase in janitorial costs above the Base Janitorial Rate resulting from a change in the scope of janitorial services shall require Tenant's prior written approval before taking effect. Janitorial costs incurred by Landlord that exceed the Base Janitorial Rate due to (i) cleaning materials and consumable supplies in excess of \$0.46 per RSF per year, or (ii) cleaning service frequency in excess of four (4) hours per day, five (5) days per week, (Monday through Friday) shall be passed through to Tenant at actual cost without markup and shall constitute an Uncontrollable Operating Expense (as defined herein) for purposes of this Lease.

Operating Expenses for any calendar year during which actual occupancy of the Property is less than one hundred percent (100%) of the Rentable Area of the Property shall be appropriately adjusted to reflect one hundred percent (100%) occupancy of the existing Rentable Area of the Property during such period. In determining Operating Expenses, if any services or utilities are separately charged to tenants of the Property or others, Operating Expenses shall be adjusted by Landlord to reflect the amount of expense which would have been incurred for such services or utilities on a full-time basis for normal Property operating hours. By no later than December 1 of each calendar year, Landlord shall deliver to Tenant: (i) a written budget for the ensuing calendar year itemized by each Operating Expense category enumerated in Section 2.03(c)(i)–(viii); (ii) the prior calendar year's actual Operating Expenses by category with supporting documentation; and (iii) the Controllable Expense Cap percentage applicable to the ensuing year. Monthly Additional Rent installments shall equal one-twelfth (1/12) of the budgeted annual Operating Expenses, with Controllable Expenses capped per the Controllable Expense Cap and Uncontrollable Operating Expenses estimated at projected actual cost. Tenant shall pay such estimated amount to Landlord in equal monthly installments, in advance on the first day of each month. Within one hundred

twenty (120) days after the close of each calendar year, Landlord shall deliver to Tenant a written reconciliation statement comparing actual Operating Expenses itemized by category, with supporting documentation, against amounts estimated and paid by Tenant. The Parties shall make any required payment or credit within thirty (30) days. Any Tenant overpayment shall be credited to the next monthly installment or refunded within thirty (30) days at Tenant's election. Any payment due Landlord shall be payable by Tenant within thirty (30) days of written demand from Landlord outlining the amount due. Any amount due to the Tenant shall be credited against installments next becoming due under this Section or refunded to Tenant, if requested by Tenant.

d. Taxes. The Building is currently exempt from Property Taxes ("Exemption Status"). Notwithstanding the preceding sentence, should the Exemption Status change, Tenant's share of Taxes will be calculated based on the maximum discount, and in the event any special assessment may be paid installment payments, then Landlord will pay such special assessment in installments, provided there is no penalty, interest charge or surcharge in doing so. Tenant shall pay as Additional Rent its Proportionate Share of Taxes through the end of the term of the Lease, unless the Building is exempt from Taxes.

Tenant shall pay ten (10) days before delinquency, all taxes and assessments (i) levied against any personal property, Alterations, tenant improvements or trade fixtures of Tenant in or about the Premises, (ii) based upon this Lease or any document to which Tenant is a party creating or transferring an interest in this Lease or an estate in all or any portion of the Premises, and (iii) levied for any business, professional, or occupational license fees. If any such taxes or assessments are levied against Landlord or Landlord's property or if the assessed value of the Property is increased by the inclusion therein of a value placed upon such personal property or trade fixtures, Tenant shall upon demand reimburse Landlord for the taxes and assessments so levied against Landlord, or such taxes, levies and assessments resulting from such increase in assessed value. To the extent that any such taxes are not separately assessed or billed to Tenant, Tenant shall pay the amount thereof as invoiced to Tenant by Landlord.

Any delay or failure of Landlord in (i) delivering any estimate or statement described in this Section or (ii) computing or billing Tenant's Proportionate Share of Operating Expenses and Taxes shall not constitute a waiver of its right to require an increase in Rent, or in any way impair the continuing obligations of Tenant under this Section. In the event of any dispute as to any Additional Rent due under this Section, Tenant, an officer of Tenant or Tenant's certified public accountant (but (a) in no event shall Tenant hire or employ an accounting firm or any other person to audit Landlord as set forth under this Paragraph who is compensated or paid for such audit on a contingency basis and (b) in the event Tenant hires or employs an independent party to perform such audit, Tenant shall provide Landlord with a copy of the engagement letter) shall have the right after reasonable notice and at reasonable times to inspect Landlord's accounting records at Landlord's accounting office. If, after such inspection, Tenant still disputes such Additional Rent, upon Tenant's written request therefor, a certification as to the proper amount of Operating Expenses and the amount due to or payable by Tenant shall be made by an independent certified public accountant mutually agreed to by

Landlord and Tenant. Such certification shall be final and conclusive as to all parties. If the certification reflects that Tenant has overpaid Tenant's Proportionate Share of Operating Expenses and Taxes for the period in question, then Landlord shall credit such excess to Tenant's next payment of Operating Expenses or, at the request of Tenant, promptly refund such excess to Tenant and conversely, if Tenant has underpaid Tenant's Proportionate Share of Operating Expenses and Taxes, Tenant shall promptly pay such additional Operating Expenses and Taxes to Landlord. If it is determined that Landlord's statement was in error in Landlord's favor by more than five (5%) percent, Landlord shall pay all reasonable costs and expenses of Tenant's audit without dollar limitation. If the error is five (5%) percent or less, Tenant shall bear its own audit costs. Tenant shall have six (6) months after delivery of the annual reconciliation statement to assert in writing any dispute regarding Operating Expenses for the period covered by that statement.

Even though the Term has expired, and Tenant has vacated the Premises, when the final determination is made of Tenant's Proportionate Share of Operating Expenses and Taxes for the year in which this Lease terminates, Tenant shall immediately pay any increase due over the estimated Operating Expenses and Taxes paid, and conversely, any overpayment made by Tenant shall be promptly refunded to Tenant by Landlord. This Section shall survive the expiration or termination of this Agreement but shall expire 180 days after expiration or termination of this Lease.

The Base Rent, Additional Rent, Electric Consumption Charges, Utility Billings, late fees, and other amounts required to be paid by Tenant to Landlord hereunder (including the excess Operating Expenses) are sometimes collectively referred to as, and shall constitute, "Rent", and the obligation to make payments in accordance with this Agreement and the obligations under this Section shall survive the expiration or termination of this Agreement.

Landlord shall have the right (but in no event any obligation whatsoever) to make any expenditure for which Tenant is liable under this Lease after thirty (30) days' written notice to Tenant, or as may otherwise be provided in this Lease, and in the event of such expenditure by Landlord, the amount thereof shall be deemed Additional Rent due and payable by Tenant with the succeeding installment of Rent (unless some other date is expressly provided herein for payment of such amount), together with interest thereon if applicable.

Tenant shall have the right to audit Landlord's records relating to Operating Expenses, pursuant to Section 19.30 of this Lease.

This Article 2 shall survive the expiration or earlier termination of this Lease.

ARTICLE III **UTILITIES AND SERVICES**

3.01 Electricity and other Services

Beginning on the Delivery Date, Landlord shall furnish to the Premises electricity, water, and year-round ventilation and HVAC services during Normal Hours. Electricity serving the Premises shall be separately sub-metered by Landlord, which Landlord shall bill Tenant for its actual consumption at the Premises and its pro-rata share of the Building and Property, which Tenant shall pay to Landlord as Additional Rent, without any markup or administrative fee. Tenant covenants that at no time will its use of electrical energy in the Premises exceed the capacity of the existing feeders or wiring installations, including any risers or other electrical equipment and appliances then serving the Premises. Tenant's use of electrical and heating, ventilating, water, and air conditioning services furnished by Landlord shall not exceed, either in voltage, rated capacity, use, or overall load, that which Landlord deems to be standard for the Building. If Tenant requests permission to consume heating, water, ventilating, and air conditioning services in excess of Building standard levels, all costs associated with the additional usage shall be paid by Tenant as Additional Rent on a pass-through basis as outlined in Section 3.02 below. Without Landlord waiving any of the obligations of Tenant to comply with the standard usage set forth in this Section, in furtherance of complying with the standard usage, and because Tenant has control over the thermostat in the Premises, Electrical charges to the Tenant will be allocated by consumption read from sub-meters plus the electrical consumption within the Common Areas, based on the prorated RSF of the Building. Tenant will be invoiced monthly for its allocation of electric consumption, with payment due within fifteen (15) days of Landlord's billings. The obligation to pay Landlord's billings for electric consumption and utilities shall continue for sixty (60) days subsequent to Lease Termination and this Section 3.01 shall survive the expiration or earlier termination of this Lease.

3.02 Normal Hours

The services and utilities required to be furnished by Landlord shall be provided seven days a week, twenty-four hours a day, every day of the year. The normal hours of operation of the Building are twenty-four (24) hours per day, seven (7) days per week, including Saturdays, Sundays, and holidays (collectively "Normal Hours"). All entry doors to the Premises shall be accessible exclusively via FOB/badge access, with Tenant's authorized personnel having access at all times. Tenant may operate the Premises at any hour without incurring overtime or additional services charges, subject to Tenant's continuing obligation to pay Utility Costs allocated to the Premises.

3.03 Interruptions

Landlord shall not be responsible or liable in any way whatsoever for the quality, quantity, impairment, interruption, stoppage, or other interference with any utility service, including, without limitation, water, heat, gas, electric current for light and power, telephone, or any other utility service provided to or serving the Premises. Should Tenant not be permitted to occupy the Premises due to a material interruption in utilities or services required to be furnished to the Premises, unless such interruption is caused by the Gross Negligence of the Landlord, Tenant shall not be entitled to an abatement in Rent as a result of the failure or inability to furnish any of the utilities or services to the

Premises. No such failure or inability of Landlord to furnish the utilities or services required hereunder shall be deemed or considered to be or constitute an eviction, actual or constructive, of the Tenant from the Premises, nor shall it entitle Tenant to terminate this Lease. In no event shall Landlord be held responsible for punitive or consequential damages related to this Section. Notwithstanding the foregoing, and as otherwise specified in this Lease, Landlord shall otherwise use reasonable best efforts to ensure utility service is facilitated to the Premises through the use of equipment, such as emergency generator(s) serving the Building.

3.04 Energy Conservation Control

Tenant shall comply with all mandatory energy conservation controls and requirements applicable to the Building that are imposed by Applicable Law, including, without limitation, controls on the permitted range of temperature settings in buildings, and requirements necessitating curtailment of the volume of energy consumption or the hours of operation of the Building. Any terms or conditions of this Lease that conflict or interfere with compliance with such controls or requirements shall be suspended for the duration of such controls or requirements. Tenant's compliance with such controls or requirements shall not be deemed or considered to be or constitute an eviction, actual or constructive, of the Tenant from the Premises, nor shall such compliance entitle Tenant to terminate this Lease or to receive an abatement of any rent payable hereunder.

3.05 Keys and Locks

Landlord will furnish Tenant with two (2) keys to all doors identified within Exhibit B to access all such doors. All such keys shall remain the property of Landlord. Tenant will install no additional locks on any exterior door of the Premises without Landlord's permission and if such permission is granted, Tenant shall provide Landlord with a minimum of two (2) keys for each exterior access point of the Premises. However, in the event of an emergency, Landlord may use any and all means which Landlord may deem proper to open any door of the Premises (inside or outside) in an emergency in order to obtain entry to the Premises, and any entry to the Premises (or portion thereof) obtained by Landlord by any of said means, or otherwise, shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into or a detainer of the Premises or an eviction, actual or constructive, of Tenant from the Premises, or any portion thereof. Landlord shall also furnish Tenant with FOB/badge entry devices sufficient for Tenant's authorized personnel to access the Premises and all Building areas to which Tenant is entitled access, as set forth in this Lease and Exhibit F. The Landlord shall invoice the Tenant, for the badges the Tenant requires in accordance with this section at Landlord's actual cost, without a mark-up, which shall be deemed Additional Rent. The number and type of FOB/badge devices shall be confirmed in writing between the parties prior to the Delivery Date. Tenant shall immediately notify Landlord if it loses a FOB/badge entry device so that Landlord can deactivate such device. Upon termination of this Lease, Tenant will surrender to Landlord all keys and FOB/badge entry devices used to access the Premises. Tenant shall have no obligation to disclose the combination or access codes to any vault, safe, lock box, or electronic access device that is owned by Tenant

and used to store currency, negotiable instruments, government records, or other items of security significance. Upon Lease termination, Tenant shall remove all such Tenant-owned vaults and safes. Notwithstanding the foregoing, at the beginning of the Term, Landlord shall provide any additional keys necessary to access all spaces within the Premises, as stated within Exhibit F.

Tenant assumes all liability for issues arising from having possession of keys and fob entry devices. Tenant will keep the Premises locked after Tenant's normal hours of operation.

3.06 Communications Access

Tenant shall have the right, for the sole purpose set forth in this Section, without paying Landlord any Rent to use the Building's vertical shafts, risers, and conduit pathways between the Premises and the roof of the Building, and any areas within the Building designated as electrical or communications areas, for the installation, maintenance, and operation of conduits, cables, and related equipment necessary to extend communications services to the Premises, including equipment located on the ground floor or Building roof. Any actions by Tenant under this Section, including but not limited to rooftop equipment installations shall be subject to Landlord's prior written approval, which shall not be unreasonably withheld, conditioned, or delayed, and shall comply with all Applicable Law and the Ground Lease. Notwithstanding the above in this Section, Tenant shall be fully responsible for any and all costs or expenses incurred by Landlord related to Tenant's access and implementation as set forth in this Section. Tenant shall be responsible for any damages to the Building or Property caused by Tenant, or its agents, employees, servants, licensees or contractors, in connection with Tenant's use of the Building's communications pathways under this Section, subject to the limitations of Section 768.28, Florida Statutes. Nothing in this Section constitutes a waiver of Tenant's sovereign immunity.

ARTICLE IV SIGNAGE

4.01 Signage

Landlord shall provide Tenant with the following signage opportunities at no additional cost unless otherwise specified as reflected on Exhibits G and F, subject to Applicable Law:

- (a) signage within the main directory of the Building;
- (b) standard signage at the entry to the Premises;
- (c) exterior signage fixed to one (1) exterior wall of the 1515 Building, at Tenant's sole cost and expense; if such signage requires electricity, Tenant shall separately meter the sign and pay for electrical consumption; as well as Landlord approving the location of the sign. Landlord shall otherwise be responsible for any improvements and maintenance associated with such signage, consistent with this

Lease;

(d) Tenant's name on Landlord's "monument signage," adjacent to Cypress Creek Road; and

(e) multi-tenant "monument signage" at the front of the 1515 Building.

All signage shall be subject to Landlord's prior written approval, which shall not be unreasonably withheld, conditioned, or delayed.

ARTICLE V

ALTERATIONS, MAINTENANCE AND REPAIR

5.01 Maintenance and Repair

Except for the maintenance and repair obligations of Landlord set forth in this Section, Tenant, at Tenant's sole cost and expense, shall maintain, repair, and keep the interior of the Premises, furniture and all fixtures, installations, appurtenances contained therein, Tenant's personal property and equipment, and all replacements and additions thereto ("Tenant's Personal Property") in good working order and condition, subject to normal wear and tear from the use thereof. Landlord shall have no obligation whatsoever to maintain, repair, operate, or safeguard Tenant's Personal Property. Tenant represents that Tenant will not commit or allow any waste or damage to be committed in or upon the Premises. Tenant, at its own expense, shall maintain and promptly make any and all necessary repairs to or replacements of: any part of the Premises when repairs thereto are necessitated by any negligence or misconduct of Tenant, its agents, contractors, invitees, customers, guests or employees, or directly resulting due to the failure of Tenant to perform any of its express obligations under this Lease after the expiration of all applicable notice and cure periods. Tenant shall maintain the following (i) electronic card access system for the Premises, if applicable; (ii) Tenant's security system, if applicable, installed by Tenant for the sole use by Tenant; (iii) all supplemental HVAC units installed by Tenant in the Premises, if applicable; and (iv) all other FF&E installed by Tenant. If requested in writing by Tenant to Landlord, Landlord shall perform the maintenance, or make such repairs, at a cost to be billed to Tenant as Additional Rent.

Landlord will only be responsible for repairing and maintaining the structural elements of the Building (including any floor coverings) and building standard mechanical systems, electrical system, plumbing lines (including plumbing stoppages caused by Tenant), sprinkler mains, and pipes and conduits provided by Landlord in the operation of the Building (the "Mechanical Systems") located outside the Premises, and including heating, ventilating and air conditioning system serving the Premises (the "HVAC System"), and/or other tenants of the Building. Landlord will make any and all repairs and replacements (whether structural or non-structural) to the Building or Mechanical Systems, or any part thereof that have been caused (in whole or part) by the acts or omissions of Tenant or Tenant's agents, employees, invitees, or visitors, or due to any Alterations performed by Tenant, and Tenant shall pay the cost related to the requirements

of this Section thereof to Landlord as Additional Rent within ten (10) days of Landlord's written demand therefor.

Tenant may, at Tenant's expense, raise ductwork to rafter level to facilitate slide apparatus and FF&E installation so long as such modification does not affect the HVAC systems servicing the Property performed by a licensed contractor retained and paid for by Tenant. All modifications must be approved by Landlord with Tenant providing Architectural and Engineering plans that are developed in accordance with all governmental specifications and requirements. Landlord's approval shall not be unreasonably withheld, conditioned, or delayed.

Notwithstanding anything contained in this Lease to the contrary, Tenant may not perform any work to structural elements of the Building or Mechanical Systems. If such work, replacement, or maintenance of structural elements or Mechanical Systems of the Building is required, and is Tenant's responsibility, or such work, replacement or maintenance is due to the negligence, or omissions of Tenant, its agents, employees, servants, guests or invitees, pursuant to the terms of this Lease, Landlord, at Landlord's option, will perform such work by Landlord and billed to Tenant as Additional Rent.

5.02 Alterations

Except for the modifications contemplated in this Lease, Tenant shall not make (nor permit any party to make) any changes, additions, improvements, or alterations or other physical changes (collectively, "Alterations", and each an "Alteration") in or to the Premises except as expressly permitted pursuant to this Lease, without the prior written consent of Landlord, which shall not be unreasonably withheld, conditioned, or delayed, and then only at Tenant's sole cost and expense and by licensed contractors or licensed mechanics and in such manner and with such materials as may be approved by Landlord in its reasonable discretion, and may be conditioned on such conditions as Landlord shall deem appropriate, including, without limitation, review and approval by Landlord of the plans and specifications for such work, in such detail as Landlord shall require, and acquisition by Tenant of additional insurance as may be required by Landlord. In no event will Landlord's approval of Tenant's plans and specifications be deemed a representation that the same complies with Laws. In the event Landlord or its agents employ any independent architect or engineer to examine any plans or specifications submitted by Tenant, Tenant agrees to pay to Landlord a sum equal to any reasonable fees incurred by Landlord in connection therewith. Except as expressly provided herein, Landlord will have no obligation to provide, construct, or finance any Alterations to the Premises for the benefit of Tenant. All of Tenant's Alterations shall conform to Tenant's plans and specifications as approved by Landlord, and all Laws, including but not limited to the ADA, and be performed in a manner and at such times as Landlord designates, and such Alterations shall not, in any event, interfere with the use and operation of the Building or the Parking Facility by Landlord or any tenant user or occupant thereof. Landlord's review of Tenant's plans and specifications does not validate the Alteration or alleviate Tenant's obligation to abide by and comply with all laws, safety approvals and permits. In addition, Tenant shall comply with all of Landlord's construction rules, if any, as the same may be changed from time to time. Notwithstanding anything

contained in this Lease to the contrary, Tenant may not perform any work on the Mechanical Systems or the roof of the Building. If work on Mechanical Systems or roof work is required as part of Tenant's Alterations, at Landlord's option, such work will be performed by Landlord's contractors, at Tenant's sole cost and expense.

Landlord shall have the right, in accordance with Florida law, at Tenant's cost and expense, to enter upon the Premises and remove any Alterations undertaken without Landlord's consent (as required hereunder) or which fail to comply with the standards set forth elsewhere in this Lease with ten (10) day written notice to Tenant with the opportunity for Tenant to remediate and cure.

Upon completion of any Alterations, Tenant, at Tenant's expense, shall obtain certificates of final approval of such Alterations required by any governmental authority and shall furnish Landlord with copies thereof with an architect's "sign-off" that all alterations have been completed in compliance hereunder, together with plans and specifications for such Alterations, which plans shall be in hard copy and electronic (CD or similar medium) form reasonably satisfactory to Landlord. All materials and equipment to be incorporated in the Premises or the Parking Facility as a result of any Alterations shall be of first quality and no such materials or equipment shall be subject to any lien, encumbrance, chattel mortgage, title retention or security agreement.

All Alterations, and improvements to the Premises (except movable office furniture and movable trade fixtures, equipment, and Tenant's Personal Property, in each case, which can be removed without damaging the Premises) and the Parking Facility shall, unless Landlord elects otherwise in writing, become the property of Landlord upon the installation thereof, and shall be surrendered with the Premises at the expiration or sooner termination of this Lease. If Landlord determines that Tenant's Alteration and improvements are not in satisfactory condition, then Tenant is required to replace the deteriorated or damaged Alterations and improvements, or Tenant shall remove the Alterations and improvements and restore the Premises to its original condition, If such Alteration or improvement is not approved by Landlord prior to the installation, Landlord may require Tenant, at Tenant's cost, to restore the Premises to the condition that existed prior to the completion of such Alteration or improvement. Notwithstanding the foregoing, Tenant acknowledges that Landlord is not an Engineer or a Safety Inspector and therefore has no involvement whatsoever and cannot be held accountable in the equipment or day to day operations related to in the quality of Tenant's Alteration, improvements or operations.

5.03 Construction Lien Laws

Nothing contained in this Lease shall be construed as consent on the part of Landlord to subject the estate of Landlord to liability under the Construction Lien Laws of the State of Florida, it being expressly understood that Landlord's estate shall be not subject to such liability. Tenant shall strictly comply with the Construction Lien Laws of the State of Florida as set forth in Chapter 713, Florida Statutes ("F.S. 713"). Tenant shall not create or cause to be imposed, claimed, or filed upon the Premises, or any portion thereof,

or upon the interest of Landlord therein, any lien, charge or encumbrance whatsoever. In the event that a construction claim of lien is filed against the Property in connection with any work performed by or on behalf of Tenant, Tenant shall promptly satisfy such claim, or shall transfer same to security or a bond. In the event that Tenant fails to satisfy or transfer such claim within twenty (20) calendar days, Landlord may do so and thereafter charge Tenant, as Additional Rent, all costs incurred by Landlord in connection with satisfaction or transfer of such claim. Further, Tenant agrees to indemnify, defend and hold Landlord harmless from and against any damage or loss incurred by Landlord as a result of any such construction claim of lien. If so requested by Landlord, Tenant shall execute a short form or memorandum of this Lease, which may, in Landlord's discretion be recorded in the Public Records for the purpose of protecting Landlord's estate from construction claims of lien, as provided in F.S. 713. In the event such short form or memorandum of lease is executed, Tenant shall simultaneously execute and deliver to Landlord an instrument terminating Tenant's interest in the real property upon which the Premises are located, which instrument may be recorded by Landlord at the expiration of the Term of this Lease, or such earlier termination hereof. Notwithstanding any contrary provision herein, any provision that might be interpreted to be to the contrary or any consents given by Landlord to Tenant, Tenant is prohibited from creating any liens against Landlord's interest in the Property. The foregoing shall not apply to any construction claim of lien arising from Landlord's Work, unless caused by Tenant, its employees, guests, servants, licensees or invitees.

THE INTEREST OF LANDLORD SHALL NOT BE SUBJECT TO LIENS FOR IMPROVEMENTS MADE BY TENANT.

NOTICE IS HEREBY GIVEN THAT LANDLORD IS NOT AND SHALL NOT BE LIABLE FOR ANY LABOR, SERVICES OR MATERIALS FURNISHED OR TO BE FURNISHED TO TENANT OR TO ANYONE HOLDING ANY INTEREST IN ANY PART OF THE PROPERTY, AND THAT NO CONSTRUCTION LIENS OR OTHER LIENS FOR ANY SUCH LABOR, SERVICES OR MATERIALS SHALL ATTACH TO OR AFFECT THE INTEREST OF LANDLORD IN AND TO THE PROPERTY.

This Section 5.03 will survive the expiration or earlier termination of this Lease.

ARTICLE VI. ASSIGNMENT AND SUBLETTING

6.01 Landlord's Consent Required

Except as otherwise contained herein, Tenant covenants that it shall not assign or mortgage this Lease or sublet, transfer, pledge or encumber all or any portion of the Premises or suffer or allow the occupancy of the Premises by any party without first obtaining Landlord's prior written consent thereto in each instance, such consent not to be unreasonably withheld, conditioned, or delayed. Tenant shall provide Landlord a notice in writing containing: (i) the identity of the proposed assignee or other party and a description of its business; (ii) the terms of the proposed assignment or other transaction;

(iii) the commencement date of the proposed assignment or other transaction; (iv) the area proposed to be assigned or sublet; and (v) the most recent financial statements, tax returns or other evidence of financial responsibility of such proposed assignee or other party. If in Landlord's sole determination, the proposed sublessee or assignee does not meet qualifications of Landlord then Landlord shall be entitled to, in its sole discretion, to withhold its consent of the proposed transfer of interest (whether by assignment or any other means addressed herein) or demand a personal guaranty from the proposed assignee or sublessee as a condition to its requested consent hereunder. Notwithstanding the foregoing, Tenant is authorized to sublease or otherwise to allow the occupancy of the Premises or a portion of the Premises by its current or future affiliated companies, provided that such companies are wholly owned and/or controlled by Tenant. If Tenant is a corporation, then any sale, conveyance, or other transfer of any controlling shares of stock, dissolution, merger, consolidation or other reorganization of Tenant, or any sale or transfer of a controlling interest of its capital stock, whether voluntary, involuntary or by operation of law, of a shareholder or shareholders owning a controlling interest in Tenant, shall be deemed a voluntary assignment of this Lease. If Tenant is a limited liability company, then any sale, conveyance, or other transfer of a controlling membership interest, dissolution, merger, consolidation or other reorganization of Tenant shall be deemed a voluntary assignment of this Lease, except where such a reorganization, consolidation or merger is completed for corporate or tax purposes and does not result in a change of control. Tenant agrees to pay in advance all attorneys' fees incurred by Landlord in connection with any such proposed assignment or sublease with a maximum amount of Two Thousand Dollars (\$2,000.00) per each sublease or assignment. Should Landlord consent to such assignment of this Lease or to a sublease of all or any part of the Premises, Tenant shall remain liable for all obligations hereunder until the expiration of the Term, or any renewals, hereof, and no failure of Landlord to promptly collect from any assignee or sub-lessee, or any extension of the time for payment of such rents shall release or relieve Tenant of obligation of payment of such rents or performance of other obligations. In the event any subletting or assignment is approved by Landlord, it shall be a condition to the effectiveness of any such sublease or assignment that a fully executed copy of the sublease or assignment, in form and substance reasonably satisfactory to Landlord be delivered to Landlord at least ten (10) days prior to the effective date thereof, and that any sub lessee or assignee assume in writing all obligations of Tenant hereunder. If this Lease is assigned, or if the Premises or any part thereof is sublet or occupied by any party other than Tenant, Landlord may collect Rent from the assignee, subtenant or occupant, and apply the net amount collected to the rent herein reserved, but no such assignment, subletting, occupancy or collection shall be deemed a waiver of this covenant, or the acceptance of the assignee, subtenant or occupant as Tenant, or a release of Tenant from further performance by Tenant of the covenants on the part of Tenant herein contained. This prohibition against assignment or subletting shall be construed to include the prohibition against any assignment or subleasing by operation of law, legal process, receivership, bankruptcy or otherwise, whether voluntary or involuntary and a prohibition against any encumbrance of all and any part of Tenant's leasehold interest. Notwithstanding any assignment or subletting of such Lease, Tenant shall remain directly, primarily and fully liable for all Tenant obligations under this Lease and shall not be released from performing any of the terms, covenants and conditions

hereof and shall stringently comply with all Lease terms and conditions hereunder. Any transfer, assignment, subletting, or occupancy in violation of this Section may, at Landlord's sole option and discretion, be deemed a non-curable Event of Default by Tenant under this Lease. In no event shall the determination of the amount of Rent be expressed in whole or in part as a percentage of the income or profits derived by the subtenant from the space leased.

6.02 Landlord's Right to Recapture

If at any time during the Term, Tenant desires to assign this Lease or to sublet all or any portion of the Premises other than to a "current or future affiliated company" as addressed in Section 6.01, Tenant shall notify Landlord in writing of such desire and shall offer to vacate all or such portion of the Premises proposed by Tenant to be assigned or sublet and surrender this Lease with respect to such proposed transfer to Landlord as of a date specified in such offer (the "Surrender Date"), which date shall be the last day of a calendar month and not earlier than thirty (30) days and not later than one hundred eighty (180) days after the giving of such notice by Tenant. Landlord may accept such offer by notice to Tenant given within ten (10) days after the receipt of such notice from Tenant. If Landlord accepts such offer, (i) the Surrender Date will be deemed to be the Expiration Date with respect to the Premises or the portion of the Premises proposed to be transferred, and Tenant shall vacate and surrender to Landlord all of Tenant's right, title and interest in and to the Premises or such portion proposed to be transferred, on the Surrender Date, and solely at the Landlord's discretion, the same shall be delivered to Landlord in broom clean condition, free and clear of all tenancies and occupancies and (ii) in the event Tenant fails to timely and properly surrender and vacate the Premises to Landlord on the Surrender Date, as described in (i) hereof, the same shall constitute a "holdover" and be subject to Section 11.01 hereof. With regard to any approved assignment only, upon Tenant's vacating of the Premises or a portion thereof on the Surrender Date, the Rent and Additional Rent due hereunder shall be amended to reflect the rentable square footage of the Premises retained by Tenant under this Lease.

Consent by Landlord to any sublease or assignment shall not be deemed consent to any further sublease or assignment, each of which shall require Landlord's consent and be subject to the recapture provisions hereof.

ARTICLE VII INSURANCE AND INDEMNITY

7.01 Insurance

Tenant is a self-insured political subdivision of the State of Florida and is subject to the limitations of liability set forth in Section 768.28, Florida Statutes, as may be amended from time to time. Tenant's self-insured liability program operates in accordance with said statute. Tenant maintains a fully self-insured and self-administered Workers' Compensation program in compliance with Chapter 440, Florida Statutes. Tenant further self-insures and self-administers all automobile-related property damage and bodily injury

claims.

Tenant's self-insurance fund shall provide primary coverage for any claim brought against Tenant. Any insurance maintained by Landlord shall be excess over Tenant's self-insurance and shall not be required to contribute unless and until Tenant's statutory limits are exhausted.

Tenant shall provide written verification of liability protection in accordance with applicable Florida law prior to or as otherwise reasonably requested by Landlord. Nothing herein shall be deemed to waive Tenant's sovereign immunity or to increase the limits of liability as established by Section 768.28, Florida Statutes.

7.02 Fire or Other Casualty

If the Premises shall be partially damaged by fire or other casualty insured under Landlord's insurance policies, then upon Landlord's receipt of the insurance proceeds, Landlord shall, except as otherwise provided in the Lease, repair and restore the same (exclusive of Tenant's trade fixtures, equipment, goods, wares, personal property, decorations, signs and contents) substantially to the condition thereof immediately prior to such damage or destruction, limited, however, to the extent of the insurance proceeds received by Landlord. If by reason of such occurrence: (a) the Premises is rendered wholly untenable, or (b) the Premises is damaged in whole or in part as a result of a risk which is not covered by Landlord's insurance policies, or (c) the Premises is damaged in whole or in part during the last year of the Term or of any renewal term hereof, or (d) the building of which the Premises forms a part or all of the buildings is or are damaged (whether or not the Premises is damaged) to an extent of thirty percent (30%) or more of the then replacement value thereof, or (e) any or all of said buildings or the common areas of the Premises are damaged (whether or not the Premises is damaged) to such an extent that the Premises cannot in the reasonable judgment of Landlord be operated as an integral unit, then or in any of such events, Landlord may elect either to repair the damage as aforesaid, or to cancel this Lease by written notice of cancellation given to Tenant within one hundred eighty (180) days after the date of such occurrence, and thereupon this Lease shall cease and terminate with the same force and effect as though the date set forth in Landlord's said notice were the date herein fixed for the expiration of the term hereof, and Tenant shall vacate and surrender the Premises to Landlord. Upon the termination of the Lease, as aforesaid, Tenant's liability for the rents reserved hereunder shall cease as of the effective date of the termination of this Lease with those sections of the Lease that survive termination remaining applicable. Unless the Lease is terminated by Landlord as aforesaid, the Lease shall remain in full force and effect, and the parties waive the provisions of any law to the contrary, and Tenant shall repair, restore and replace Tenant's trade fixtures, equipment, goods, wares, personal property, decorations, signs and contents in the Premises in a manner and to at least a condition equal to that existing prior to their damage or destruction, and the proceeds of all insurance carried by Tenant on said property shall be held in trust by Tenant for the purposes of such repair, restoration or replacement.

If by reason of such fire or other casualty the Premises is rendered wholly untenable, the Base Rent and Additional Rent shall be fully abated, or if only partially damaged, the Base Rent shall be abated proportionately as to that portion of the Premises rendered untenable, in either event (unless Landlord shall elect to terminate the Lease, as aforesaid) until fifteen (15) days after notice by Landlord to Tenant that the Premises have been substantially repaired and restored or until Tenant's business operations are restored in the entire Premises, whichever shall occur sooner. Tenant shall continue the operation of Tenant's business in the Premises or any part thereof not so damaged during any such period to the extent reasonably practicable from the standpoint of prudent business management and, except for abatement of the Base Rent, the payment of other additional rents and charges reserved hereunder, shall continue without abatement or reduction.

If such damage or other casualty shall be caused by the negligence of Tenant or of Tenant's subtenants, concessionaires, licensees, contractors or invitees or their respective agents, or employees, there shall be no abatement in any Rent. Except for the abatement of the Rent hereinabove set forth, Tenant shall not be entitled to and hereby waives all claims against Landlord for any compensation or damage for loss of use of the whole or any part of the Premises and/or for any inconvenience or annoyance occasioned by any such damage, destruction, repair or restoration.

7.03 Assumption of Risk, Indemnification, Waiver of Liability

Landlord shall not be liable to Tenant or Tenant's customers, licensees, agents, guests, servants, invitees or employees, regardless as to whether such individual provided payment for access to Tenant Premises, for any injury or damages occurring in or about the Premises, Property or Building to its, his or their persons or property for acts or omissions of any other tenant in the Building, water, rain, fire, storms, accidents, breakage, stoppage, or leaks of gas, water heating, sewer pipes, boilers, wiring or plumbing or any other defect in, on or about the Premises, and subject to the limitations of Section 768.28, Florida Statutes, Tenant expressly assumes all liability for or on account of any such injury, loss or damage, and will at all times, indemnify and save Landlord harmless from and against all liability, fines, suits, demands, costs and expenses of any kind or nature (including reasonable attorneys' fees and disbursements).

Landlord shall not be liable to Tenant for any loss or damage to any property or person occasioned by theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, computer failure, requisition, or order of governmental body or authority or by any other cause beyond the control of Landlord, including but not limited to delays from the foregoing. Nor shall Landlord be liable for any damage or inconvenience which may arise through repair or alterations of any part of the Property.

Subject to the provisions of Section 7.04, and subject to the limitations of Section 768.28, Florida Statutes, Tenant agrees to indemnify, defend by counsel reasonably acceptable to Landlord and hold Landlord, and Landlord's beneficiaries, trustees, the managing agent of the Building, if any, Landlord's mortgagee, and each of their respective

agents, partners, members, shareholders, officers, directors and employees harmless of, from and against any and all losses, damages, liabilities, claims, liens, costs and expenses (including, but not limited to, court costs, reasonable attorneys' fees and litigation expenses) in connection with injury to or death of any person or damage to or theft, loss or loss of the use of any property occurring in or about the Premises, the Property, or arising from Tenant's occupancy of the Premises, or the conduct of its business or from any activity, work, or thing done, permitted or suffered by Tenant in or about the Premises or the Property, or from any breach or default on the part of Tenant in the performance of any covenant or agreement on the part of Tenant to be performed pursuant to the terms of this Lease, or due to any other act or omission or willful misconduct of Tenant or any of its agents, employees, contractors, assigns, subtenants, guests or invitees.

Hazardous Materials: No toxic or hazardous waste, substances or materials or other environmentally detrimental materials, including, without limitation, asbestos and those toxic or hazardous waste substances or materials now or hereafter defined, listed or contemplated under federal, state, or local environmental or hazardous waste laws (e.g., 40 C.F.R. Part 261) shall be used, stored or generated in connection with or arising out of the operation of Tenant's use of the Premises. Tenant shall immediately advise Landlord in writing of the existence, use, storage or disposition of any Hazardous or Toxic Substances within the Premises. Landlord shall have the right, but not the obligation, in accordance with the provisions of this Lease, to enter the Premises at all times to inspect for the presence of Hazardous Materials. Tenant agrees that in the event Hazardous Materials are found to exist within the Premises, Landlord may, in its sole discretion, require that Tenant, at Tenant's sole cost and expense, take all steps necessary to clean up, remove, decontaminate, detoxify, resolve or otherwise treat the Hazardous Materials.

In addition to the foregoing, in the event Hazardous Materials are found within the Premises, Landlord or Landlord's agents, designees or employees shall have the right, but not the obligation, and without liability to Tenant for any loss or damage that may accrue to Tenant's stock or business by reason thereof, to take such actions as Landlord deems necessary or advisable, in its sole judgment, to clean up, remove, decontaminate, detoxify, resolve or otherwise treat, any such Hazardous Materials. All costs and expenses incurred by Landlord in the exercise of any such rights shall be payable by Tenant upon demand. Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all losses, damages, claims, orders, decrees, judgments, expenses and costs, incurred by or imposed upon Landlord or its mortgagees in connection with or arising out of (i) Tenant's breach of the covenants and obligations under this Section 7.03; or (ii) the existence, use, storage, disposition, treatment or removal of any Hazardous Materials found within the Premises, the Property, Building or the adjoining lands.

In the event that the treatment or removal of the Hazardous Materials performed by Landlord or Landlord's agents, designees or employees shall cause Tenant's business to be interrupted at the Premises in the entirety (to the extent that no reasonable person, acting in accordance with sound and practical business and management practices,

would continue to operate) for a period of not less than seven (7) business days, then the Base Rent shall abate until Tenant is able to commence its business operations in the Premises. Notwithstanding the foregoing, the payment of Additional Rents and charges reserved hereunder shall continue without abatement or reduction. In no event shall Tenant be entitled to any abatement of Base Rent if the necessity for such treatment or removal of Hazardous Materials, shall have been occasioned by any act, omission or negligence of Tenant, or any subtenant, concessionaire, licensee, contractor, customer, guest, invitee or their respective agents or employees.

In no event shall the treatment or removal of these Hazardous Materials within the Premises, Building or the adjoining lands constitute an eviction of Tenant, in whole or in part.

Notwithstanding anything to the contrary in this Section, (a) the limitations on tort liability under Section 768.28, Florida Statutes, shall be the applicable limitations for Tenant's indemnification obligations under this Lease, regardless of the nature or basis of the claim(s) being indemnified; (b) nothing in this Section shall constitute a waiver by Tenant of its sovereign immunity; and (c) Tenant shall have no obligation under this Section for claims arising from Landlord's Work, the acts or omissions of Landlord's general contractor, subcontractors, or other agents performing work on behalf of Landlord, or construction defects in the work performed by or on behalf of Landlord.

The provisions of this Section 7.03 shall survive the termination or expiration of the Lease.

7.04 Waiver of Subrogation

Notwithstanding anything in this Lease to the contrary, Tenant, hereby waives any and every claim which arises or which may arise in favor and against the Landlord during the Term of this Lease or any extension or renewal thereof for any and all loss of, damage to, any of its property within or upon or constituting a part of the Property to the extent that such loss or damage is recovered under an insurance policy or policies and to the extent such policy or policies contain provisions permitting such waiver of claims. Notwithstanding anything contained herein to the contrary, Tenant shall be obligated to pay Tenant's Proportionate Share of Operating Expenses concerning the Building (including with respect to insurances maintained by Landlord with respect to the Building) subject to the provisions of Section 2.03 herein.

7.05 Hold Harmless and Indemnification

Without limiting any other indemnification obligation of Tenant set forth in this Lease, Tenant shall defend, indemnify, protect and save and hold Landlord harmless from and against any and all liabilities, claims, obligations, losses, damages, injunctions, suits, actions, fines, penalties, demands, costs and expenses of every kind or nature, asserted solely by Tenant or any of Tenant's representative, invitees, customers, guests, employees, contractors at, in, on or about the Premises, Building or Property, including

reasonable attorneys' fees and court costs, actually incurred by Landlord, arising out of third-party claims from or out of: (a) any breach or default by Tenant to perform any of the terms or conditions of this Lease on Tenant's part to be performed; (b) any accident, injury, death or damage which shall happen at, in or upon the Premises, Building and Property, from and after the Effective Date continuing through the term of the Lease including any renewals and the termination of Lease; (c) claims arising from Tenant's use or occupancy of the Premises, but only to the extent caused by Tenant or Tenant's employees, agents, contractors, licensees, or invitees from and after the Effective Date and during the Term; or (d) any other act or omission (where there is a duty to act) of Tenant, its employees, agents, licensees or contractors from and after the Effective Date and during the Term, to the extent caused by: (i) the negligence, recklessness, or wrongful acts or omissions of Tenant, its employees, agents, contractors, licensees, invitees, guests, servants, clients, or customers; (ii) Tenant's breach of this Lease; or (iii) Tenant's use or occupancy of the Premises, except to the extent caused by the gross negligence or willful misconduct of Landlord or its agents, employees, or contractors. Tenant's indemnity obligations under this Article and elsewhere in this Lease arising prior to the expiration, or earlier termination, or assignment of this Lease shall survive any such expiration, termination or assignment.

Notwithstanding anything to the contrary in this Section or elsewhere in this Lease: (a) Tenant's obligations under this Section shall be subject to the limitations of Section 768.28, Florida Statutes, and nothing herein shall constitute a waiver of Tenant's sovereign immunity or increase the limits of Tenant's liability beyond those established by Florida law; (b) Tenant shall have no obligation under this Section for claims arising from the acts or omissions of Landlord, Landlord's agents, employees, contractors, or subcontractors; (c) Tenant shall have no obligation under this Section for claims arising from construction defects in Landlord's Work or from Landlord's failure to comply with its obligations under this Lease; and (d) Tenant's total indemnification obligations under this Section, if any, shall not exceed the limits established by Section 768.28, Florida Statutes, inclusive of all costs and attorneys' fees.

ARTICLE VIII.
EMINENT
DOMAIN

8.01 Total Condemnation

If the whole of the Building or Premises shall be taken or condemned for a public purpose under any statute, or by right of eminent domain, or private purchase in lieu thereof by any competent authority, then this Lease shall terminate as of the date of such taking. Tenant shall have no claim against Landlord and shall not have any claim or right to any portion of the amount that may be awarded as damages or paid as a result of any such condemnation or purchase, and all rights of Tenant to damages thereof are hereby assigned by Tenant to Landlord. The foregoing shall not, however, deprive Tenant of its right to pursue from the condemning authority, but not from Landlord, compensation or damages for its personal property including trade fixtures, inventory, equipment, furniture and moving expenses. Upon the date the right to possession shall vest in the condemning

authority, this Lease shall cease and terminate with Rent adjusted to such date.

8.02 Partial Condemnation

If part of the Premises shall be acquired or condemned as aforesaid (a "Partial Condemnation"), and such Partial Condemnation shall render the remaining portion unsuitable for the business of Tenant (in the reasonable opinion of Landlord), the Term of the Lease shall cease and terminate as provided in Section 8.01 hereof. Landlord shall provide notice to Tenant of its election to terminate the Lease or restore the Premises within ninety (90) days after the occurrence of the event giving rise to the Partial Condemnation as defined herein. If such Partial Condemnation is not extensive enough to render the Premises unsuitable for the business of Tenant, then this Lease shall continue in effect except that the Rent shall be reduced in the same proportion that the floor area of the Premises taken bears to the original floor area demised. Subject to the rights of any mortgagee of Landlord's estate, Landlord may, upon receipt of the net award in condemnation, make necessary repairs or alterations to the Building so as to render the portion of the Building not taken a complete architectural unit, but Landlord shall in no event be required to spend for such work an amount in excess of the net amount received by Landlord as condemnation proceeds for the part of the Premises so taken. "Net amount received by Landlord" shall mean that portion of the awards in condemnation which is free and clear to Landlord of any sums required to be paid by Landlord to the holder of any mortgage on the property so condemned for the value of the diminished fee, as well as all expenses and legal fees incurred by Landlord in connection with the condemnation proceeding. All proceeds from any taking or condemnation of the Premises shall belong to and be paid to Landlord.

8.03 Vacating Premises

If part of the Building, but not part of the Premises, is taken or condemned as aforesaid, and, in the reasonable opinion of Landlord, such partial acquisition or condemnation shall render Landlord unable to comply with its obligations under this Lease, or shall render the Premises unsuitable for the business of Tenant, the Term of the Lease shall cease and terminate as provided in Section 8.01 hereof, by Landlord sending written notice to such effect to Tenant, whereupon Tenant shall vacate the Premises within a reasonable time of the receipt or delivery of such notice, not to exceed thirty (30) days.

8.04 Sale under Threat of Condemnation

Sale by Landlord to any authority having the power of eminent domain (or designee thereof for the purpose of such sale), either under threat of condemnation or while condemnation proceedings are pending, shall be deemed a taking under the power of eminent domain for all purposes under this Article.

ARTICLE IX.
DEFAULTS

9.01 Events of Default by Tenant

Tenant shall be in default under this Lease if any one or more of the following events (each an "Event of Default") shall occur:

A. The failure by Tenant to pay any Rent or any other sums of money due hereunder, and such failure continues for a period of ten (10) business days after written notice of such failure from Landlord to Tenant; provided, however, that Landlord shall not be required to provide more than two (2) such notices in any twelve (12) month period, and any subsequent monetary failure during such twelve (12) month period shall constitute an immediate Event of Default without further notice or cure period.

B. The failure of Tenant to comply with any non-monetary provision of this Lease and such default shall continue for a period of thirty (30) days after the giving of written notice thereof from Landlord to Tenant. This 30-day period is limited solely to a default of a non-monetary provision of this Lease and in no way shall be construed to apply or effect or read in conjunction with Section 9.01A herein. In the event that Tenant has commenced remedial action to cure the breach but is unable to complete its remedial action in thirty (30) days, then provided Tenant continues its remedial efforts diligently on a day-to-day basis and without delay, and such default is capable of being cured, the cure period set forth herein shall be extended for an additional 30-day period. At no time whatsoever shall the cure period provision set forth in this subsection B apply to any other subsection set forth in this Section 9.01;

C. The taking of the leasehold on execution or other process of law in any action for the taking of the Leasehold against Tenant;

D. The failure of Tenant to accept the Premises, to promptly move into, to take possession of, and to operate its business on the Premises, or if Tenant ceases to do business in or abandons any substantial portion of the Premises or if Tenant vacates the Premises or removes, attempts to remove, or permits to be removed from the Premises, any goods or property therefrom otherwise than in the ordinary and usual course of business (except as otherwise provided herein) without having first paid and satisfied Landlord in full for all Rent, Additional Rent, and any other charges then due or that may thereafter become due until the expiration of the Term of this Lease;

E. Tenant becoming insolvent or unable to pay its debts as they become due, or Tenant's notification to Landlord that it anticipates either condition;

F. Tenant or any other entity responsible for the obligations of Tenant under this Lease taking any action to, or notifying Landlord that Tenant or any other entity responsible for the obligations of Tenant under this Lease intends to, file a petition under the United States Bankruptcy Code, as amended, or any similar law or statute of the

United States, or any state; or, the filing of a petition against Tenant or any other entity responsible for the obligations of Tenant under this Lease under any such statute or law, or, any other creditor of Tenant or any other entity responsible for the obligations of Tenant under this Lease notifying Landlord that it knows such a petition will be filed; or the notification by Tenant or any other entity responsible for the obligations of Tenant under this Lease, to Landlord that it expects such a petition to be filed;

G. The appointment of a receiver or trustee for the leasehold interest of Tenant or any other entity responsible for the obligations of Tenant under this Lease, in the Premises or for all, or a substantial part of the assets of Tenant or any other entity responsible for the obligations of Tenant under this Lease;

H. There is any matter or proceeding instituted or threatened against Tenant, which Landlord reasonably believes may materially and substantially affect Tenant's performance and compliance under the Lease where such shall continue for a period of ten (10) days after written notice thereof from Landlord to Tenant or Tenant is unable to provide reasonable evidence that such will not materially affect its performance under the Lease.

I. If Tenant should assign, transfer, mortgage, or encumber this Lease or sublet the Premises in a manner not permitted under Article VI hereof;

J. If Tenant commences an assignment for the benefit of creditors.

9.02 Landlord Default

In the event Landlord should neglect or fail to perform or observe any of the covenants, provisions, or conditions contained in this Lease on its part to be performed or observed, and such failure continues for ninety (90) days after written notice of default or if more than ninety (90) days shall be required because of the nature of the default, if Landlord shall fail to commence the curing of such default within such ninety (90) day period and proceed diligently thereafter but not to exceed an additional ninety (90) days, and such failure materially and substantially impairs Tenant's use of the Premises, then Tenant shall have the right to cure such default for and on behalf of Landlord and collect the reasonable costs of cure from Landlord. Tenant shall have no right to terminate this Lease due to a Landlord default, except as expressly provided elsewhere in this Lease. Tenant otherwise reserves all rights and remedies pursuant to Florida law.

ARTICLE X. **REMEDIES**

10.01 Liability after Default

A. If an Event of Default occurs due to Tenant's failure to pay Rent, Landlord will have the right, at the option of Landlord, to terminate this Lease, and, in addition, Landlord may avail itself of any of the following remedies or any other remedies available

at law or in equity:

B. If a monetary, or a Material Non-Monetary (as defined below in Section 10.01H) Event of Default occurs, the Landlord will have the right, at its option, to perform any one or more of the following:

(1) Accelerate Rent payments due or to become due and declare said Rents for the entire Term or any additional or extended Term (provided that Tenant has exercised its option to extend the Term herein) to be immediately due and payable without regard to whether possession shall have been surrendered or taken from Tenant, and Landlord may commence action immediately thereupon;

(2) Terminate this Lease, resume possession of the Premises for its own account and recover immediately from Tenant the difference between the Rent for which provision is made in this Lease and fair rental of the Premises for the remainder of the Term or any additional or extended Term (provided that Tenant has exercised its option to extend the Term herein), together with any other damage(s) occasioned by or resulting from the abandonment, breach, or default by Tenant;

(3) Resume possession and re-let the Premises for the remainder of the Term for the account of Tenant and recover from Tenant, at the end of the Term or any additional or extended Term, or at the time each payment of Rent becomes due under this Lease, as the Landlord may elect, the difference between the Rent for which provisions are made in this Lease and the rent received on the releasing or reletting together with all reasonable and actual costs and expenses of Landlord in connection with such releasing or reletting and the collection of rent, including without limitation, all reasonable or necessary repairs or renovations in connection with the releasing or reletting of the Premises, any real estate commissions, plus any other damage occasioned by or resulting from the abandonment or a breach or default by Tenant; and

(4) Landlord may enter upon the Premises and/or do whatever Tenant is obligated to do under the terms of this Lease and Tenant shall reimburse Landlord on demand for any expenses which Landlord may incur in effecting compliance with Tenant's obligations under this Lease, and Landlord shall not be liable for any damages resulting to the Tenant from such action.

C. In the event of a monetary, or a Material Non-Monetary (as defined below in Section 10.01H) Event of Default, then the Landlord, in addition to other rights and remedies it may have, shall have the right to re-enter the Premises, with or without judicial process, and to remove all or any part of the Tenant's property from the Premises and any property removed may be stored in any public warehouse or elsewhere at the cost of, and for the account of Tenant and the Landlord shall not be responsible for the care or safekeeping thereof, and the Tenant hereby waives any and all loss, destruction and/or damage or

injury which may be occasioned by any of the aforesaid acts.

D. No such reentry or taking possession of the Premises by Landlord shall be construed as an election on Landlord's part to terminate this Lease unless a written notice of such intention is given to Tenant. Notwithstanding any such reentry without termination, Landlord may at all times thereafter elect to terminate this Lease for such previous default or breach. Tenant shall allow any such reentry without hindrance and Landlord shall not be liable in damages for any such reentry, or guilty of trespass or forcible entry. Upon any such termination of this Lease, Tenant shall immediately vacate and peacefully surrender the Premises to Landlord, and Landlord, upon and at any time after such termination, may, without further notice, reenter and repossess the Premises, either by force, summary proceedings or otherwise, without being liable to any prosecution or damages therefore, and no person claiming through or under Tenant or by virtue of any statute shall be entitled to possession of the Premises.

E. Any Rent which may be due Landlord, whether by acceleration or otherwise as herein provided in this Article, shall include all Rent for the Term or any additional or extended Term (provided that Tenant has exercised its option to extend the Term herein), plus all other costs and expenses denominated as Additional Rent in this Lease. In the event of an uncured Tenant Default that has been fully adjudicated, in an amount not to exceed \$2,000,000.00, Landlord shall have the right to receive the costs related to the restoration of the Premises to the condition that existed on the Effective Date. The Landlord shall not, in any event, be required to pay Tenant any surplus of any sums received by Landlord on a reletting of said Premises in excess of the Rent provided by this Lease.

F. Any and all rights, remedies and options given in this Lease to Landlord shall be cumulative and in addition to and without waiver of, or in derogation of, any right or remedy given to Landlord under any laws now or hereafter in effect. The remedies for which provision is made in this Section 10.01 shall not be exclusive, and in addition thereto, Landlord may pursue such other remedies as are provided by laws in the event of any breach, default or abandonment by Tenant. Specifically, without limiting the foregoing, in the event Landlord institutes dispossessory proceedings or dispossesses or evicts Tenant by summary proceedings or otherwise and/or re-enters and takes possession of the Premises, Tenant shall remain liable for all Rent and all other charges under the Lease for the remainder of the Term. Landlord shall exercise its duty of good faith and undertake reasonable efforts to mitigate damages caused by Tenant hereunder but shall not be obligated to enter into one or more replacement leases with respect to the Premises if same are deemed unsuitable by Landlord in its commercially reasonable discretion. Tenant acknowledges and agrees that the foregoing provision is in derogation of the common law and acknowledges that it is the intent of the parties hereto to allow Landlord to collect future rent in derogation of the common law. In the event of any litigation arising out of this Lease, the prevailing party shall be entitled to recover its attorneys' fees and costs incurred related to enforcement of the default, which includes but not limited to, in connection with collection of Rent or damages or enforcing other rights of Landlord in the event of a breach or default or abandonment by Tenant,

irrespective of whether or not Landlord elects to terminate this Lease by reason of such breach, default or abandonment. Tenant hereby expressly waives any and all rights of redemption, if any, granted by or under any present or future law in the event Tenant shall be evicted or dispossessed for any cause, or in the event Landlord shall obtain possession of the Premises by virtue of the provisions of this Lease, or otherwise.

G. Any and all sums due from Tenant to Landlord, including Late Charges (as defined in Section 19.14), under this Lease and not paid on the due date shall bear interest from the due date at the interest thereon at the rate established by Section 55.03, Florida Statutes, as amended from time to time, from the due date until paid unless otherwise specifically provided herein, but the payment of such interest shall not excuse or cure any default by Tenant under this Lease. If this Lease shall terminate, or if Landlord shall re-enter the Premises after an Event of Default as provided in this Lease or by operation of law, in the event of the termination of this Lease, Landlord shall be entitled to retain all monies paid by Tenant to Landlord, whether as advance Rent, Security Deposit or otherwise, and such monies shall be deemed damages and not a penalty.

H. A material non-monetary Event of Default shall be defined as any Event of Default by Tenant which causes damages to the Property in excess of thirty thousand Dollars (\$30,000.00) ("Material Non-Monetary Event of Default").

ARTICLE XI.
END OF TERM

11.01 Holdover

If Tenant remains in possession of the Premises after the expiration or termination of the Term or any Renewal Term ("Holdover Period"), Tenant shall pay Landlord monthly rent during the first three (3) months of the Holdover Period, at one hundred twenty-five percent (125%) of the Rent (Base Rent plus Additional Rent) payable during the last month of the expiring Term or Renewal Term. At no time shall Tenant be permitted to remain on the Premises after the first three (3) months as provided herein without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed; provided, however, that Tenant's continued holdover for any period following the initial three (3) month Holdover Period in which Tenant has delivered to Landlord written certification that Tenant is actively and in good faith pursuing Board approval of a Lease renewal or extension shall be deemed to have Landlord's consent for up to six (6) additional months at the one hundred fifty percent (150%) rate specified herein, and should Tenant remain beyond the three (3) month period, Tenant shall be deemed a holdover Tenant and obligated to pay one hundred fifty percent (150%) percent of such Rent in addition to any and all other damages sustained by Landlord. During any Holdover Period, all other terms and conditions of this Lease shall remain in full force and effect. Tenant's holdover shall not constitute a default under this Lease during the first three (3) months of the Holdover Period, provided Tenant is actively and in good faith pursuing Board approval for a renewal or vacating the Premises. After the first three (3) months, Tenant's continued occupancy shall not constitute a waiver of any of Landlord's

rights under this Section or this Lease. Further, notwithstanding the payment of Rent by Tenant and acceptance thereof by Landlord as provided herein, Tenant shall be in continuing breach of this Lease Agreement at any time or during any period in which Tenant remains on the Premises after the expiration of the Lease. If Tenant remains on the Premises after the expiration of the Lease, in addition to all other remedies available to Landlord, Landlord shall be entitled to consequential and all actual damages it sustains as a result of Tenant's default under the Lease.

11.02 Removal of Tenant's Property

Landlord, at its sole option shall provide notice to Tenant ninety (90) days before the Lease termination or Expiration, if Landlord wishes to grant permission for Tenant to remove the goods and effects installed upon the Property. Except as provided for in this Agreement, (i) Tenant shall have no obligation to restore the Premises to the condition existing as of the Delivery Date or any prior condition; (ii) Upon the expiration or earlier termination of this Lease, Tenant shall surrender the Premises to Landlord in the condition as constructed or as subsequently modified by or for Tenant, in each case subject to normal wear and tear and casualty damage not caused by Tenant. Tenant shall remove all of Tenant's Personalty and shall leave the Premises in broom-clean condition. If Landlord grants permission, Tenant shall remove Tenant's personal property and effects and those of any other person claiming under Tenant. In all circumstances upon Lease termination or expiration, subject to Tenant's restoration requirements pursuant to the Lease, Tenant shall quit and deliver the Premises to Landlord in a broom clean, free of tenancies, peaceably and quietly, subject to normal wear and tear from use and subject to approved changes made to the Premises by Landlord. Goods and effects not removed by Tenant at the expiration or earlier termination of this Lease, however terminated, shall be considered abandoned, and Landlord may dispose of and/or store the same as it deems expedient, the cost thereof to be charged to Tenant, and for which Tenant hereby waives all claims against Landlord. Notwithstanding the foregoing, provided that Tenant is not in default under the terms of this Lease, Tenant may remove Tenant's personal property, furniture, signs, equipment, and trade fixtures from the Premises, at (i) the expiration or earlier termination of this Lease, or (ii) any other time provided that such removal will not cause damage to the Building or the Premises. Tenant agrees to repair any damage to the Premises or Property resulting from the removal by Tenant of the Tenant's Personalty, which Tenant may remove (or not remove at Tenant's option) from the Premises at any time. In the event Tenant fails to remove any such Personalty within fifteen (15) days after such expiration or termination of this Lease (it being agreed that Landlord shall provide Tenant reasonable access to the Premises in connection with such removal), then said Personalty shall be deemed abandoned by Tenant and shall automatically become the property of Landlord. Tenant shall be responsible for the timely filing of all required tangible personal property tax returns and for the timely payment of all taxes assessed against any personal property, including, but not limited to, Tenant's Personalty, located in or upon the Premises or utilized by Tenant in the conduct of its business during the Term.

ARTICLE XII.
SUBORDINATION

12.01 Subordination of this Lease

This Lease and Tenant's rights hereunder are hereby made subject and subordinate to all ground or underlying leases of the Property and all mortgages now or which may be secured upon the Property, and to all renewals, modifications, consolidations, replacements, and extensions thereof. This clause shall be self-operative, and no further instrument of subordination shall be required by any lessor or mortgagee. In confirmation of such subordination, Tenant shall execute and deliver, within thirty (30) days after request, any instruments that Landlord, the holder of any mortgage, or the lessor under any ground lease or underlying lease may reasonably require, acknowledging such subordination. Notwithstanding the foregoing, in the event of the judicial or non-judicial foreclosure of the Property or the Building, at the election of the acquiring purchaser at the foreclosure sale or by deed-in-lieu of foreclosure, Tenant will attorn to such purchaser.

Notwithstanding the foregoing, Landlord's subordination of this Lease to any existing or future mortgage or ground lease is conditioned upon Landlord's delivery to Tenant, within thirty (30) days following the Effective Date (and within thirty (30) days following any future mortgage or ground lease modification), of a commercially reasonable subordination, non-disturbance and attornment agreement ("SNDA") from each such mortgagee and/or ground lessor, providing that so long as Tenant is not in default beyond applicable cure periods, Tenant's right to possession and use of the Premises shall not be disturbed by such mortgagee's or ground lessor's exercise of any remedies. Landlord's failure to deliver any required SNDA within the time period specified shall not constitute a default by Landlord, but Tenant's obligations to subordinate this Lease to such mortgage or ground lease shall not be effective until the SNDA is delivered.

ARTICLE XIII.
INTENTIONALLY DELETED

ARTICLE XIV.
WAIVER

14.01 No Waiver by Landlord or Tenant

The waiver by Landlord of any breach of any term, condition or covenant herein contained shall not be a waiver of such term, condition or covenant, or any subsequent breach of the same or any other term, condition or covenant herein contained. The consent or approval by Landlord to or of any act by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent to or approval of any subsequent or similar act by Tenant. No reentry hereunder shall bar the recovery of Rent or damages for the breach of any of the terms, conditions or covenants on the part of Tenant herein contained. The receipt of Rent after breach or

condition broken, or delay on the part of Landlord to enforce any right hereunder, shall not be deemed a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease, or a waiver of the right of Landlord to annul this Lease or to reenter said Premises or to re-let same. The failure of Landlord to insist at any time upon the strict performance of any covenant or agreement or to exercise any option, right, power or remedy contained in this Lease shall not be construed as a waiver or a relinquishment thereof for the future.

Landlord's failure to timely render any statement hereunder shall not act as a waiver by Landlord of its right to issue any such statement during the Term or any renewal or extension thereof.

No payment by Tenant or receipt by Landlord of a lesser amount than the monthly installment of Rent due under this Lease shall be deemed to be other than on account of the earliest Rent due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or pursue any other remedy provided in this Lease.

ARTICLE XV. COVENANT OF QUIET ENJOYMENT

Landlord covenants that it has the right to make and enter into this Lease for the Term aforesaid and covenants that if Tenant shall pay the Rent and all other sums due by Tenant hereunder and perform all of the covenants, terms, and conditions of this Lease to be performed by Tenant, Tenant shall, during the Term hereby created, freely, peaceably and quietly occupy and enjoy the Premises without hindrance or interruption by Landlord or any other person or persons lawfully or equitably claiming by, through or under the Landlord. It is understood and agreed by Tenant that this covenant and any and all other covenants of Landlord contained in this Lease shall be binding upon Landlord and its successors only with respect to breaches occurring during its and their respective ownership of the Landlord's interest hereunder.

Notwithstanding anything in this Lease to the contrary, Landlord shall not have the right to relocate Tenant from the Premises during the Initial Term or any Renewal Term.

ARTICLE XVI. LANDLORD'S RIGHTS

16.01 Entry by Landlord

Entry by Landlord shall be governed exclusively by Section 19.08 of this Lease.

16.02 Tenant's Failure to Perform

If Tenant fails to perform any of its obligations under this Lease, Landlord, or any

superior lessor or mortgagee, may perform the same at the expense of Tenant (a) immediately and without notice in the case of emergency, or if such failure (i) interferes with the use of space by any other tenant in the Building, (ii) interferes with the efficient operation of the Property, or (iii) may result in a violation of any law, or in a cancellation of any insurance policy maintained by Landlord, and (b) such failure continues for more than ten (10) days after written notice from Landlord. All costs and expenses incurred in performing such obligations of Tenant, together with interest thereon at the rate allowed under Florida's Prompt Payment Act, shall be payable as Additional Rent.

ARTICLE XVII.
LIMITED LIABILITY OF LANDLORD

17.01 No Personal Liability

The liability of Landlord to Tenant for any default by Landlord under this Lease shall be limited to the interest of Landlord in the Property and Tenant agrees to look solely to Landlord's interest in the Property, if any, and to no other asset of Landlord or its affiliates, for the recovery of any judgment from Landlord, it being intended that Landlord shall not be personally liable for any judgment of deficiency. The Landlord's liability for any claims or damages under this Lease shall not exceed the Two Million Dollars (\$2,000,000.00), which is inclusive of all costs and attorneys' fees.

The obligations of Landlord under this Lease do not constitute personal obligations of the partners, members, shareholders, directors, officers, employees, managers, or agents of Landlord, and Tenant will not seek recourse against the partners, members, shareholders, directors, officers, employees or agents of Landlord or any of their personal assets for such satisfaction. The obligations of Landlord under this Lease shall not be binding upon Landlord named herein after the sale, conveyance, assignment or transfer by such Landlord (or upon any subsequent landlord after the sale, conveyance, assignment or transfer by such subsequent landlord) of its interest in the Premises or the Property, as the case may be. In the event of any such sale, conveyance, assignment or transfer, Landlord shall be and hereby is entirely released of all covenants and obligations of Landlord hereunder, and thereafter Tenant shall look solely to any subsequent landlord.

17.02 Limitation of Damages

OTHER THAN AS SPECIFICALLY SET FORTH IN THIS LEASE AGREEMENT, IN NO EVENT SHALL EITHER PARTY OR ANY OF ITS REPRESENTATIVES BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, ARISING OUT OF, OR RELATING TO, AND/OR IN CONNECTION WITH ANY BREACH OF THIS LEASE, OR ANY ACTIONS TAKEN IN ACCORDANCE WITH THE TERMS OF THIS LEASE, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT A PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.

17.03 Notice of Claims or Suits

Tenant shall promptly notify Landlord of any claim, action, proceeding or suit instituted or threatened against Tenant to the extent Tenant receives written notice thereof or of which Tenant acquires actual knowledge thereof relating to the Premises, the Building or the Property. In the event Landlord is made a party to any action for damages or other relief against which Tenant has indemnified Landlord, as aforesaid, or any action related to the Premises, the Tenant shall defend, pay all reasonable costs, and shall provide effective counsel to the Landlord in such litigation (it being understood and agreed that counsel designated by the indemnifying party's insurer shall be deemed to be effective counsel).

17.04 Damage to Tenant's Property

Landlord will not be liable for any damage to property of Tenant or of others entrusted to employees of the building, nor for loss of or damage to any property of Tenant by theft or otherwise, nor for any injury or damage to persons or property resulting from any cause of whatsoever nature unless due to the gross negligence or willful misconduct of Landlord, or anyone acting for or through Landlord. Landlord or its agents will not be liable for any such damage caused by other tenants or persons in, upon or about said Building or caused by operations in construction of any private, public or quasi-public work.

Tenant hereby releases Landlord and waives any right of recovery against Landlord for loss or damage to Tenant's property unless such loss or damage is caused by gross negligence or willful misconduct of Landlord or Landlord's agents, employees, officers, contractors, licensees, invitees or otherwise.

ARTICLE XVIII. NOTICE

18.01 Notice

Unless otherwise stated herein, for notice to a Party to be effective under this Lease, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). A Party may change its notice address by giving notice of such change in accordance with this Section.

NOTICE TO TENANT:

Broward County Tax Collector
1515 W. Cypress Creek Road
Fort Lauderdale, Florida 33309

Email: nalcide@browardtax.org; laklee@browardtax.org

and

Broward County Administrator
Governmental Center
115 South Andrews Avenue, Room 409
Fort Lauderdale, Florida 33301
Email: mcepero@broward.org

With a copy to:

Director of Real Property and Real Estate Development
1 North University Drive, Suite 2100A
Plantation, Florida 33324
Email: ddelsalle@broward.org

NOTICE TO LANDLORD:

Cypress West, LLC
P.O. Box 545
Deerfield Beach, Florida 33443
Email: sheldonegross@gmail.com

With a copy to:

Bloom & Freeling
Attn: Jonathan Bloom, Esq.
2295 NW Corporate Blvd., Suite 117
Boca Raton, FL 33431
Email: jbloom@bloom-freeling.com

ARTICLE XIX.
MISCELLANEOUS

19.01 Parties

A. The word "Tenant" as used in this Lease shall be construed to mean tenants in all cases where there is more than one tenant, and the necessary grammatical changes required to make the provisions hereof apply to corporations, partnerships, limited liability companies, or individuals, men or women, shall in all cases be assumed as though in each case fully expressed. Each provision hereof shall extend to and shall, as the case may require, bind and inure to the benefit of Tenant and its heirs, legal representative, successors and permitted assigns hereunder, provided that this Lease shall not inure to the benefit of Tenant and its heirs, legal representative, transferee or successor of Tenant except upon the express written consent or election of Landlord. To

the extent Tenant is comprised of more than one entity or individual, as the case may be, each such entity or individual shall be jointly and severally liable for all obligations under this Lease.

B. The term "Landlord" as used in this Lease shall mean the leasehold owner of the Property, or, if different, the party holding and exercising the right, as against all others (except space tenants of Building) to possession of the entire Property. Landlord shall have the right, to transfer and assign in whole or in part, all its rights and obligations hereunder and in the Property, and in the event of any voluntary or involuntary transfer of such ownership or right to a successor in interest of Landlord, unless otherwise noted herein, Landlord shall be freed and relieved of all liability and obligation hereunder which shall thereafter accrue (and, as to Tenant's Security Deposit or any unapplied portion of Tenant's Security Deposit thereof, Landlord shall be relieved of all liability therefore upon transfer of the same to its successor in interest) and Tenant shall look solely to such successor in interest for the performance of the covenants and obligations of Landlord hereunder which shall thereafter accrue. Notwithstanding the foregoing, no mortgagee or ground lessor that succeeds to the interest of Landlord hereunder (either in terms of ownership or possessory rights) shall (i) be liable for any previous act or omission of a prior Landlord, (ii) be subject to any rental offsets or defenses against a prior Landlord, (iii) be bound by any amendment of this Lease made without its written consent, or by payment by Tenant of rent in advance in excess of one (1) month's rent, or (iv) be liable for any security not actually received by it. Subject to the foregoing, the provisions hereof shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of Landlord.

C. Nothing contained in this Lease 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 between the Parties hereto, it being understood and agreed that neither the method of computation of Rent, nor any other provision contained herein, nor any acts of the Parties herein, shall be deemed to create any relationship between the Parties hereto other than the relationship of Landlord and Tenant.

D. As part of the consideration for this Lease, Landlord warrants and represents to Tenant that this Lease has been duly authorized, approved and ratified in all respects by all necessary action of Landlord and has been executed and delivered by a duly authorized officer of Landlord. As part of the consideration for this Lease, Tenant warrants and represents to Landlord that this Lease has been duly authorized, approved and ratified in all respects by all necessary action of Tenant and has been executed and delivered by a duly authorized officer of Tenant.

19.02 Broker

Landlord and Tenant represent and warrant to the other that neither has dealt with any broker in connection with this Lease other than Tenant's Broker, Scott Brenner of Colliers International Florida, LLC, and Landlord's Broker Jonathan Kingsley and Jarred Goodstein of Colliers International Florida, LLC (collectively, the "Broker"), and to the best

of each of their knowledge and belief, no broker, finder, or like entity procured or negotiated this Lease or is entitled to any fee or commission in connection herewith other than Broker. Each of Landlord and Tenant shall indemnify, defend, protect and hold the other Party harmless from any and all losses, liabilities, claims, judgments, fines, suits, demands, costs, interest and expense of any kind or nature (excluding attorneys' fees and disbursements) arising out of or in connection with the breach of such representation or warranty. Landlord shall be solely responsible for any commission payable to Broker, pursuant to a separate agreement with Landlord.

19.03 Entire Agreement, Amendments

A. Neither Party hereto has made any representations or promises, except as contained herein. Any representation, inducement, warranty, understanding or agreement that is not expressly set forth in this Lease shall be of no force and effect.

B. This Lease represents the final and complete understanding of the Parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations, correspondence, letters of intent, proposals, representations, warranties, understandings, suggestions, and discussions, whether written or oral. No commitment, agreement, or understanding concerning the subject matter of this Lease exists except as contained herein.

C. No modification, amendment, or alteration of any portion of this Lease is effective unless contained in a written document prepared with the same or similar formality as this Lease and executed by duly authorized representatives of both Landlord and Tenant. Notwithstanding the foregoing, Tenant's Contract Administrator may approve in writing minor modifications that do not increase the total monetary obligation of Tenant or waive any rights of Tenant.

19.04 Captions

The titles and headings contained in this Lease are for reference purposes only and shall not in any way affect the meaning or interpretation of this Lease.

19.05 Severability

If any part of this Lease is found to be unenforceable by any court of competent jurisdiction or is contrary to Applicable Law, that part shall be deemed severed from this Lease and the balance of this Lease shall remain in full force and effect, unless severance of that portion materially frustrates the purposes of this Lease, in which case either Party may elect to terminate this Lease by written notice to the other within ten (10) calendar days after the finding becomes final.

19.06 Force Majeure

The performance by Landlord and Tenant of their obligations under this Lease

(other than any obligation to pay Rent or other monetary amounts) will be excused by delays due to strikes, lockouts, labor trouble, inability to procure labor or materials or reasonable substitutes for them, failure of power, governmental requirements, restrictions, or laws, fire or other damage, war, civil disorder, or other causes beyond the reasonable control of the delayed Party, but not delays resulting from changes in economic or market conditions, financial or internal problems of the delayed Party, or problems that can be satisfied by the payment of money. As a condition to the right to claim a delay under this Section, the delayed Party must: (i) notify the other Party of the delay within seven (7) business days after the delay occurs; and (ii) provide the other Party with weekly updates describing in reasonable detail the nature and status of the delayed Party's efforts to end the delay. This Force Majeure provision shall never operate to suspend, reduce, or eliminate any obligation of Tenant to pay Rent or any other monetary sum due under this Lease.

19.07 Hazardous Materials

As used in this Lease, the term "Hazardous Materials" means any flammable items, explosives, radioactive materials, hazardous or toxic substances, material or waste, including, without limitation, any substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "infectious wastes," "hazardous materials," or "toxic substances" now or subsequently regulated under any applicable federal, state, or local environmental or hazardous waste law, including petroleum based products, asbestos, PCBs and similar compounds.

Tenant shall not cause or permit any Hazardous Materials to be generated, produced, brought upon, used, stored, treated or disposed of in or about the Premises, except for customary and ordinary office and cleaning products used in compliance with Applicable Law in amounts typical for comparable office buildings in Broward County, Florida. Tenant shall immediately advise Landlord in writing of the existence, use, storage, or disposition of any Hazardous Materials found within the Premises. Tenant agrees to indemnify, defend, and hold Landlord harmless from and against any and all losses, damages, claims, costs, and expenses arising out of a breach of the obligations of this Section by Tenant, subject to the limitations of Section 768.28, Florida Statutes. Tenant does not waive sovereign immunity by entering into this Lease.

Landlord represents that, as of the Effective Date, to the best of Landlord's actual knowledge (without any duty of inquiry), no Hazardous Materials have been used, produced, manufactured, stored, disposed of, or discharged in, under, or about the Premises in violation of Applicable Law during the time in which Landlord has owned the Premises. Landlord covenants that it will not cause or permit any Hazardous Materials to be generated, stored, or disposed of in or about the Premises during the Term and shall be liable for any contamination that it causes during the Term or that predates the Effective Date of this Lease.

Tenant, shall regularly monitor, which shall not require any mold testing, the Premises for the presence of mold and any conditions that can reasonably be expected to

give rise or be attributed to mold including, but not limited to, observed or suspected instances of water damage, condensation, seepage, leaks, or any other water penetration (from any source, internal or external), mold growth, mildew, repeated complaints of respiratory ailments or eye irritation by Tenant's employees or any other occupants of the Premises, or any notice from a governmental agency of complaints regarding the indoor air quality at the Premises (the "Mold Conditions"); and immediately notify Landlord in writing if it observes, suspects, has reason to believe, or should know of, mold or Mold Conditions present at the Premises.

In the event of suspected mold or Mold Conditions at the Premises, Landlord may cause an inspection of the Premises during such time as Landlord may designate, to determine if mold or Mold Conditions are present at the Premises. If the mold or Mold Conditions are attributable to the acts of omissions of Tenant or Tenant's contractors, agents, or employees, Tenant will be responsible to reimburse Landlord for the cost of such report. If Mold Conditions are found in the Premises, Tenant shall provide access to Landlord and Landlord's agents to undertake any work at reasonable times to remove Mold Conditions deemed necessary by Landlord.

Tenant agrees not to generate hazardous effluents. Tenant agrees to allow reasonable access to the Premises for monitoring of the above by Landlord, applicable state or local officials to assure compliance with the above as well as any other conditions relating to the use of the Property. At no time does Landlord's monitoring, if applicable, create any obligation or liability on behalf of Landlord.

Violation of any of the above shall be deemed to be a material default by Tenant under this Lease.

The obligations of this Section shall survive the expiration or earlier termination of this lease.

19.08 Inspection and Landlord's Access

Landlord and its agents shall have the right to enter the Premises for the purposes of: (i) showing the Premises to prospective buyers, tenants, or investors during the last nine (9) months of the Term; (ii) inspecting the Premises to confirm Tenant's compliance with the terms of this Lease; or (iii) making repairs required of Landlord under this Lease. In connection with any such access, Landlord must provide Tenant with written notice at least forty-eight (48) hours prior to entering the Premises. Landlord's access to the Premises shall only be conducted during Operating Hours. Landlord's access shall be performed in a commercially reasonable and expeditious manner so as not to unreasonably interfere with Tenant's use of the Premises.

Notwithstanding the foregoing, in the case of an Emergency (any situation in which there is an immediate threat to the Premises or to the health and safety of any person), Landlord or its agents may immediately enter the Premises after making reasonable efforts to notify Tenant in accordance with Sections 19.08 and 19.24 of this Lease.

Due to the nature of Tenant's use of the Premises, Tenant may, from time to time, designate certain areas of the Premises (the "Secured Areas"), which may include, but are not limited to, server rooms, technology rooms, and primary computer equipment rooms, which shall be locked or otherwise unavailable to Landlord except accompanied by Tenant's representative. Landlord's access to the Premises shall be subject to Tenant's reasonable security procedures as in effect from time to time. Landlord may not store any materials in the Premises.

Tenant designates the following representative to receive access notice required under this Section:

ACCESS NOTICE TO TENANT:

Director of Real Property and Real Estate Development
1 North University Drive, Suite 2100A
Plantation, Florida 33324
Email: ddelsalle@broward.org

With a copy to:

Broward County Tax Collector's Office
1515 West Cypress Creek Road
Fort Lauderdale, Florida 33309
Email: nalcide@browardtax.org; laklee@browardtax.org

With a copy to:

Broward County Facilities Management Division
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Email: cschuler@broward.org; imitchell@broward.org

19.09 Radon

In compliance with Section 404.056(5), Florida Statutes, Landlord is required to provide the following notification: "Radon Gas: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health department."

19.10 Recordation

Tenant agrees not to record this Lease or any memorandum hereof, without the prior written consent of Landlord, which Landlord may withhold such consent in its sole

discretion. Landlord may record this Lease or a memorandum thereof. Tenant shall cooperate in and join in the execution of any such memorandum of lease requested by Landlord, provided such memorandum is consistent with the terms of this Lease.

19.11 Governing Law; Jurisdiction; Venue; Waiver of Jury Trial

This Lease shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Lease shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Lease must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. Notwithstanding the preceding sentence, should there be a breach of this Lease, the venue shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida.

BY ENTERING INTO THIS LEASE, LANDLORD AND TENANT HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS LEASE. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS LEASE AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.

19.12 Time of Performance

With respect to all obligations of the Parties hereunder, unless otherwise specifically provided, time is of the essence of this Lease.

19.13 Cumulative Rights

The rights and remedies provided and available to either Party in this Lease are distinct, separate and cumulative remedies, and no one of them, whether or not exercised by either Party, shall be deemed to be in exclusion of any other.

19.14 Late Charge and Interest Payments

In the event that any payment required by Tenant under the provisions hereof shall not be paid within twenty (20) calendar days after its due date, Tenant shall, without further demand, pay a late charge to Landlord as allowed under Florida's Local Government Prompt Payment Act plus any and all bank charges for dishonored checks or funds (each such charge, a "Late Charge"), and such Late Charge will be deemed Additional Rent for all purposes under this Lease. Since the Late Charge described herein shall be in addition to any interest that may be due on any amounts to which a Late

Charge shall apply hereunder, Landlord's inability or failure to collect a Late Charge for any reason shall not excuse collection in the future and shall not constitute, or be construed as, a waiver of Landlord's rights hereunder to collect Late Charges now or in the future.

Interest for any late Monthly Rent Payments, late charges, or interest payments due from Tenant shall be payable in accordance with the Broward County Prompt Payment Ordinance, Section 1-51.6, Broward County Code of Ordinances, as amended from time to time. Interest for any late Monthly Rent Payments by Tenant shall bear interest at the rate set forth in the Local Government Prompt Payment Act, as amended from time to time. In the event of any conflict between the interest rate provisions of this Section and any other provision of this Lease, the rate established by this Section shall control.

19.15 Estoppel Statement

Tenant shall from time to time, within thirty (30) days after request by Landlord, execute, acknowledge, and deliver to Landlord a statement certifying that this Lease is unmodified and in full force and effect (or that the same is in full force and effect as modified, listing any instruments of modification), the dates to which Rent and other charges have been paid, whether or not Landlord is in default hereunder, whether Tenant has any claims or demands against Landlord (and, if so, the default, claim, and/or demand shall be specified) and any other information that may be required by Landlord, any prospective purchaser, ground lessor or mortgagee of the Property or Building.

Upon Tenant's request, Landlord shall execute, acknowledge, and deliver to Tenant a written statement (the "Landlord Estoppel") providing equivalent certifications to those required of Tenant above. Landlord shall use reasonable efforts to deliver the Landlord Estoppel to Tenant within fifteen (15) days after receipt of a written request by Tenant, but in no event later than thirty (30) days after receipt of such request.

19.16 No Warranties

Except as otherwise may be expressly set forth herein, neither Landlord nor Landlord's agents have made any representations or warranties with respect to the Premises and no rights, easements or licenses are acquired by Tenant by implication or otherwise. Tenant expressly agrees that there are and shall be no implied warranties of merchantability, habitability, fitness for a particular purpose or of any other kind arising out of this Lease, and there are no warranties which extend beyond those expressly set forth in this Lease.

19.17 Landlord's Consent

If Tenant requests Landlord's consent with respect to any matter hereunder and Landlord fails or refuses to give such consent, Tenant shall not be entitled to any damages for any withholding by Landlord of its consent, it being intended that Tenant's sole remedy

will be an action for specific performance or injunction and that such remedy will be available only in those cases where this Lease expressly provides that Landlord will not unreasonably withhold, condition, or delay its consent.

19.18 Severability of Provisions

Any provision of this Lease that is prohibited or unenforceable under the laws of the State of Florida or any Applicable Law of the United States of America shall be ineffective to the extent of such prohibition or invalidity without invalidating the remaining portions hereof or thereof.

19.19 Successors and Assigns

This Lease shall be binding upon and inure to the benefit of Tenant and Landlord and their respective successors and assigns; provided, however, that any assignment by Tenant shall have been made in accordance with Article VI hereof.

19.20 Attorneys' Fees

Unless otherwise specified in this Lease, if any action is brought by either Landlord or Tenant against the other relative to the enforcement of the terms, provisions, covenants, and/or conditions of this Lease, or in regard to any other matter relating to this Lease, the party in whose favor final judgment shall be entered shall be entitled to recover court costs incurred and reasonable attorneys' fees (through trial, retrial, arbitration, mediation, judgment enforcement, and all appeals).

19.21 Counterparts

This Lease may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same agreement.

19.22 Florida Foreign Entities Act

Pursuant to the Florida Foreign Entities Act, Sections 692.202-205, Florida Statutes, Foreign Principals of Foreign Countries of Concern are prohibited from owning or acquiring any interest in certain types of Florida real property. Landlord represents that neither it nor, to the best of Landlord's knowledge, after due inquiry, any of Landlord's principals, officers, directors, employees, subsidiaries, affiliates, agents or representatives, is a Foreign Principal as defined in the Florida Foreign Entities Act. Landlord further represents and warrants that it, to the best of Landlord's knowledge, after due inquiry, its principals, officers, directors, employees, subsidiaries, affiliates, agents and representatives are and have been in compliance, and will comply strictly throughout the performance of this Lease with the Florida Foreign Entities Act, and Landlord has instituted and maintains policies and procedures reasonably designed to promote and achieve compliance with the Florida Foreign Entities Act and with the representations and

warranties contained herein. Landlord shall not take any action or omit to take any action that it believes, in good faith, would be in violation of the Florida Foreign Entities Act. Landlord shall notify Tenant immediately of any non-compliance with or breach of the covenants, representations and warranties contained in this Section 19.22. Tenant shall have the right to unilaterally terminate this Lease and/or pursue any other remedies available to it at law or in equity in the event of any non-compliance with or breach of the covenants, representations and warranties contained in this Section 19.22. Landlord acknowledges that Tenant will rely upon the foregoing representations and warranties to establish Landlord's compliance with the Florida Foreign Entities Act.

19.23 Compliance With Laws

Landlord and Tenant shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations, including, without limitation, the Americans with Disabilities Act, 42 U.S.C. § 12101, when performing their respective duties, responsibilities, Applicable Law, and obligations under this Lease.

19.24 Public Entity Crime Act

Landlord represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes ("Act"), and represents that its entry into this Lease will not violate that Act. Landlord further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Landlord has been placed on the convicted vendor list. Tenant may terminate this Lease without further liability upon discovery that Landlord has violated this provision.

19.25 Discriminatory Vendor and Scrutinized Companies Lists

Landlord represents that it has not been placed on the "discriminatory vendor list" as provided in Section 287.134, Florida Statutes, and that it has not been identified as a company or other entity subject to scrutiny under Sections 215.473 or 215.4725, Florida Statutes. Landlord represents and certifies that it is not, and throughout the Term will not be, ineligible to contract with Tenant on any of the grounds stated in Section 287.135, Florida Statutes. Landlord further represents that it is, and throughout the Term will remain, in compliance with Section 286.101, Florida Statutes.

19.26 Sovereign Immunity

Nothing herein is intended to serve as a waiver of sovereign immunity by Tenant (Broward County) 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. Except to the extent sovereign immunity may be deemed waived by entering into this Lease, Tenant does not waive its sovereign immunity or any limits established by Section 768.28, Florida Statutes, as amended from time to time. Each provision of this Lease shall be construed and

applied consistent with Tenant's status as a political subdivision of the State of Florida. Tenant has full power and authority to enter into this Lease, and this Lease constitutes a valid and binding contractual obligation of Tenant, enforceable in accordance with its terms, subject to the limitations of Applicable Law, including without limitation Chapter 129, Florida Statutes, governing the annual appropriation of funds. Notwithstanding the foregoing, Tenant agrees that it shall not assert sovereign immunity as a defense solely to its obligation to pay: (a) Base Rent, (b) Additional Rent, and (c) Tenant Contribution payments related to construction, as reflected in Section 1.03 and elsewhere in this Lease, (d) amounts accruing prior to termination or expiration, (e) reimbursement obligations, (f) indemnity obligations expressly permitted by law, and (g) any termination, transition, amortization, or restoration payments expressly provided for herein, in each case as expressly set forth in this Lease. Nothing in this Lease shall be construed to waive Tenant's sovereign immunity with respect to any tort claim, personal injury claim, property damage claim, or any other non-monetary claim, and the limitations of Section 768.28, Florida Statutes, shall apply to all such claims. For the avoidance of doubt, entering into this Lease does not, in and of itself, constitute a waiver of sovereign immunity beyond what is expressly stated herein. Nothing herein shall be construed to extend sovereign immunity protections to private contractors, consultants, suppliers, invitees, or other third parties solely by virtue of their relationship with Tenant.

19.27 Regulatory Capacity

Notwithstanding the fact that Tenant is a political subdivision possessing regulatory authority, Tenant's rights and obligations under this Lease are undertaken in Tenant's proprietary and contractual capacity as a party to this Lease and not in its governmental or regulatory capacity. Tenant retains all governmental, police power, and regulatory authority granted under applicable law; provided, however, that Tenant shall not exercise such authority in bad faith or in a manner specifically intended to interfere with, impair, frustrate, or circumvent Tenant's contractual obligations or Landlord's rights and remedies under this Lease. Any exercise by Tenant of its governmental or regulatory authority, including enforcement of Applicable Law, shall be deemed undertaken in Tenant's governmental capacity separate and apart from its role as Tenant under this Lease. Tenant acknowledges and agrees that its obligations under this Lease are independent, contractual, proprietary, and enforceable in accordance with applicable Florida law. Nothing herein shall be construed to extend sovereign immunity protections to private contractors, consultants, suppliers, invitees, or other third parties solely by virtue of their relationship with Tenant.

19.28 Public Records

Notwithstanding any other provision in this Lease, any action taken by Tenant in compliance with, or in a good faith attempt to comply with, the requirements of Chapter 119, Florida Statutes ("Florida Public Records Law"), shall not constitute a breach of this Lease.

IF LANDLORD HAS QUESTIONS REGARDING THE APPLICATION OF

CHAPTER 119, FLORIDA STATUTES, TO LANDLORD'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS LEASE, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: BROWARD COUNTY RECORDS, TAXES AND TREASURY DIVISION, 115 SOUTH ANDREWS AVENUE, ROOM 114, FORT LAUDERDALE, FLORIDA 33301; TELEPHONE: (954) 357-7590; EMAIL: RECORDS@BROWARD.ORG.

19.29 Non Discrimination; Equal Employment Opportunity

Landlord shall not discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, pregnancy, or any other basis prohibited by Applicable Law in the performance of this Lease or in the provision of services at the Property. Landlord shall include the foregoing or similar language in its contracts with all vendors, contractors, and service providers employed at the Property.

19.30 Audit Rights; Retention of Records

Tenant shall have the right to audit the books, records, and accounts of Landlord that are related to this Lease, including all records supporting Landlord's calculation of Operating Expenses and any reconciliation statements. Landlord shall preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, 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. Tenant may conduct such audit with seventy-two (72) hours' advance notice. Landlord shall make all records and documents available electronically in common file formats upon request. Any overcharge identified as a result of an audit shall be refunded to Tenant by Landlord within thirty (30) days after presentation of Tenant's audit findings.

19.31 Tax Exempt Status

Tenant represents and warrants, and Landlord acknowledges, that Tenant is a tax-exempt entity as a political subdivision of the State of Florida, and Tenant agrees to provide Landlord with written proof of such status upon request. Accordingly, no taxes, surcharges, or similar assessments shall be passed through to Tenant to the extent Tenant's tax-exempt status provides an exemption from such assessments. Notwithstanding the foregoing, Tenant shall be responsible for any Florida commercial rent sales tax to the extent applicable and not otherwise exempt and nothing herein shall waive or prohibit Tenant's obligation to pay its pro-rata share of the Common Area/Operating Expenses, which includes Real Estate Taxes.

19.32 Confidential information; Generative Artificial Intelligence

Unless expressly authorized in this Lease or in writing by Tenant's Contract Administrator, Landlord is strictly prohibited from disclosing, uploading, or otherwise

making available to third parties, directly or indirectly, including through generative artificial intelligence tools, any exempt, confidential, sensitive security, or personal information of Tenant. Landlord must ensure that any use of generative artificial intelligence tools by Landlord or its agents does not involve the disclosure of exempt, confidential, sensitive security, or personal information, including for large language model learning or training purposes.

19.33 Joint Preparation

This Lease has been jointly prepared by the Parties and shall not be construed more strictly against either Party. The Parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein.

19.34 Priority of Provisions

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached to, referenced by, or incorporated in this Lease and any provision within an article or section of this Lease, the article or section shall prevail and be given effect.

19.35 Use of County Name or Logo

Landlord shall not use Broward County's name or logo in marketing or publicity materials without prior written consent from Tenant's Contract Administrator.

19.36 Funding; Non-Ad Valorem Revenue; Termination Payment

A. Non-Appropriation; Accrued Obligations. The continuation of this Lease beyond the end of any County fiscal year (October 1 through September 30) is subject to appropriation and availability of funds in accordance with Chapter 129, Florida Statutes, and County shall provide written notice of any anticipated non-appropriation not less than sixty (60) days prior to the end of the applicable fiscal year. Failure to appropriate funds shall not constitute a waiver or elimination of County's liability for accrued obligations, obligations expressly surviving termination, or Termination Costs as defined herein.

B. Non-Ad Valorem Revenue Pledge. Pursuant to Section 125.031, Florida Statutes, all monetary obligations of County under this Lease shall be payable solely from legally available non-ad valorem revenues. County represents that it has full authority to incur and satisfy such obligations from such sources and that such obligations constitute valid contractual obligations payable therefrom. The obligations described in this Lease, including Termination Payments, are intended to constitute contractual payment obligations payable from non-ad valorem revenues pursuant to Section 125.031, Florida Statutes.

C. Tax Collector Operations; Notice Designation. County acknowledges that the Premises are leased for use in connection with the operations of the Broward County Tax Collector under Article VIII, Section 1(d) of the Florida Constitution, including its principal office and related operations.

D. Budgeting Obligations; Prompt Payment. County shall use diligent and continuous efforts, consistent with its standard governmental budgeting practices, to request, include, and maintain appropriations sufficient to satisfy all obligations under this Lease, including Termination Payments, and shall not take any action, or omit to act, for the purpose of avoiding its financial obligations hereunder. All required and undisputed amounts due under this Lease shall be paid in accordance with Section 218.74, Florida Statutes, and shall bear interest at the rate established therein. County further acknowledges that reimbursement obligations for Tenant Improvements and Termination Costs are independent contractual payment obligations and shall not be delayed due to administrative review, audit, funding processes, or budget cycle timing.

E. Surviving Obligations Upon Termination. Notwithstanding any non-appropriation or early termination, County shall remain obligated to pay all accrued amounts, interest as provided herein, all surviving obligations, and a minimum of six (6) months of Base Rent and Additional Rent, which the parties agree constitutes a reasonable estimate of Landlord's administrative and transition damages (the "Transition Payment").

F. Termination Payment. If this Lease is terminated by County for any reason other than an uncured default by Landlord, including termination for non-appropriation, County shall pay to Landlord a Termination Payment equal to the then-unamortized Termination Costs set forth in Exhibit I. Such payment shall be due within thirty (30) days of termination and shall constitute a present contractual payment obligation of County, enforceable in accordance with Florida law, and shall not be subject to unreasonable delay, setoff, deduction, or administrative withholding. Failure to pay shall constitute a material breach of this Lease, and all unpaid amounts shall accrue interest at the rate established under Section 218.74, Florida Statutes.

G. Termination Costs Defined. In addition to the Transition Payment, Termination Costs represent actual costs incurred or committed by Landlord in reliance on this Lease, including Tenant Improvements and buildout costs, rent abatements and concessions, leasing commissions as evidenced by broker documentation, financing and carrying costs, restoration costs including first-floor restoration at \$70/SF as supported by construction estimates, and administrative, design, engineering, and permitting costs. As shown in Exhibit I, the aggregate Termination Costs are Five Million Five Hundred Thousand Dollars (\$5,500,000.00) as of the first amortization year, declining ratably thereafter. The parties agree that Termination Costs are a reasonable estimate of Landlord's damages and are not a penalty, that such obligation arises upon execution of this Lease and accrues ratably, that such obligation is independent of continued occupancy, and that such amounts shall not require further discretionary approval or recalculation except for mathematical verification.

H. Sovereign Immunity; Survival. Nothing herein waives sovereign immunity beyond Section 768.28, Florida Statutes. However, County acknowledges that the Termination Payment structure and Exhibit I amortization schedule are material inducements to Landlord entering into this Lease, that Landlord will incur substantial costs and forego other leasing opportunities in reliance upon County's execution hereof, that the Termination Payment obligations set forth in this Lease constitute enforceable obligations under a valid written contract, and that monetary obligations hereunder are enforceable to the fullest extent permitted by Florida law. This Section and all obligations herein shall survive termination of this Lease.

I. Termination for Convenience. So long as Tenant is not in default of the Lease past the expiration of any applicable cure period and notwithstanding anything contained in the Lease to the contrary, Tenant shall have a right to terminate this Lease for convenience ("Termination for Convenience Right"), provided that:

a. Tenant shall provide Landlord with not less than twelve (12) months prior written notice ("Termination Notice"); and

b. The Termination Notice shall be provided no earlier than the expiration of one hundred twenty (120) months from the Rent Commencement Date.

Upon Tenant's compliance with the above, the Lease shall terminate twelve (12) months after Landlord's receipt of the Termination Notice. Nothing herein shall release Tenant of Tenant's obligations (i) which survive the termination of the Lease, and (ii) Tenant's obligations as set forth under this Section 19.36 as reflected in Exhibit I for the year Tenant provides Termination Notice. Tenant acknowledges the notice period herein and termination payment obligations are material inducements to Landlord entering into this Lease. The Termination Payment obligations constitute present contractual obligations intended to compensate Landlord for costs incurred, concessions granted, financing obligations undertaken, and opportunities foregone in reliance upon this Lease; and Tenant acknowledges and agrees that the monetary obligations arising under this Section constitute express contractual obligations enforceable in accordance with Sections 19.26 and 19.36 and applicable Florida law, and Tenant shall not assert Sovereign Immunity or its governmental or regulatory capacity as a defense to the enforcement of such monetary obligation.

[Signatures and Exhibits on the Following Pages]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Lease: Broward County, through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the _____ day of _____, 2026; and CYPRESS WEST, LLC, signing by and through its Manager, duly authorized to execute same.

COUNTY

ATTEST: Broward County, by and through
its Board of County Commissioners

By: _____
Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By: _____
Mayor
____ day of _____, 20__

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

By _____
Gray J. Crow (Date)
Assistant County Attorney

By _____
Annika E. Ashton (Date)
Deputy County Attorney

**OFFICE LEASE AGREEMENT BETWEEN
CYPRESS WEST, LLC, AND BROWARD COUNTY**

LANDLORD

WITNESSES:

CYPRESS WEST, LLC, a Florida limited liability company

Signature of Witness 1

Printed/Typed Name of Witness 1

Signature of Witness 2

Printed/Typed Name of Witness 2

By: _____
Sheldon Gross, Manager

Date: _____

**EXHIBIT A
BUILDINGS**

**EXHIBIT B
PREMISES**

EXHIBIT C
LEGAL DESCRIPTION OF THE PROPERTY

**EXHIBIT D
SQUARE FOOTAGE**

EXHIBIT E
RULES AND REGULATIONS

**EXHIBIT F
LANDLORD'S WORK**

**EXHIBIT G
CAMPUS SIGNAGE**

EXHIBIT H
LANDLORD PERSONAL PROPERTY AND FURNITURE

**EXHIBIT I
TERMINATION COSTS**

EXHIBIT J
ESTIMATED OPERATING EXPENSES