

OFFICE LEASE

BETWEEN

338 Minorca Law Center, LLC,

a Florida limited liability company,

AS LANDLORD,

AND

CITY OF CORAL GABLES,

a municipal corporation of the State of Florida

AS TENANT

OFFICE LEASE

THIS OFFICE LEASE (the "Lease") made and entered into this _____ day of ^{4/23/2021} _____, 2021 (the "Effective Date"), by and between 338 Minorca Law Center, LLC, Florida limited liability company (the "Landlord"), and CITY OF CORAL GABLES, a municipal corporation of the State of Florida (the "Tenant").

WITNESSETH:

WHEREAS, Tenant desires to lease from Landlord and Landlord desires to rent to Tenant certain office space in the office building located at 338 Minorca Avenue, Coral Gables, Florida 33134.

NOW THEREFORE, Landlord and Tenant hereby agree as follows:

ARTICLE I
EXHIBITS AND DEFINITIONS

SECTION 1.1 Exhibits

The exhibits listed in this Section are attached to this Lease and are hereby incorporated by reference and made a part of this Lease. Without limiting the generality of the foregoing, any breach or default by Tenant of or under any of the provisions of the exhibits shall constitute a breach or default by Tenant of this Lease.

Exhibit A Legal Description of the Land for the Building

Exhibit B Option to Extend Rider.

SECTION 1.2 Definitions

Unless the context otherwise specifies or requires, the following terms shall have the meanings herein specified:

(a) "Premises" shall mean the first floor of the Building which is approximately 1,500 rentable square feet including two (2) private offices, three (3) workstations, a furnished lobby area, kitchen, bathroom, and two (2) covered reserved parking spaces in the back parking area adjacent to the east wall.

(b) "Impositions" shall mean all impositions, taxes, assessments (special or otherwise), water and sewer assessments, and other governmental liens, charges or fees of any and every kind, nature, and sort whatsoever, ordinary and extraordinary, foreseen and unforeseen, and substitutes therefor, including all taxes whatsoever (except only those taxes of the following categories: any inheritance, estate, succession, transfer, or gift taxes imposed upon Landlord or any income taxes specifically payable by Landlord as a separate tax-paying entity without regard to Landlord's income source as arising from or out of the Building and/or the land on which it is located) attributable in any manner to the Building, the land on which the Building is located or the rents (however the term may be defined) receivable therefrom, or any part thereof, or any use thereon, or any facility located therein or used in conjunction therewith or any charge or other payment required to be paid to any governmental authority, whether or not any of the foregoing shall be designated "real estate tax", "rental tax", "sales tax", "excise tax" "business tax", or designated in any other manner, together with all expenses (including payments to attorneys and appraisers) incurred by Landlord in connection with any application or proceeding wherein Landlord seeks to obtain a reduction or refund of any Impositions payable or paid or any assessment relating thereto. If, due to a change in the method of taxation or assessment, any franchise, income, profit or other tax, however designated, shall be adopted or substituted by a governmental authority in whole or in part in addition to the Impositions now or hereafter imposed on the Building, to the extent the same is imposed on owners of real estate in particular and not taxpayers in general, such franchise income, profit or other tax shall be deemed to be included in the term "Impositions", and for such purposes the tax in question shall be calculated as if the Building were the sole asset of Landlord, whether or not that is the case.

(c) Intentionally omitted.

(d) "Building" shall mean the land and other real property interests legally described in Exhibit A and the building located thereon located at 338 Minorca Avenue, Coral Gables, Florida 33134, together with all improvements, grounds, landscaping, any appurtenant parking areas, and other appurtenances relating thereto, subject, however to the right of Landlord to modify any of the foregoing from time to time.

(e) Intentionally omitted.

(f) "Rent" shall mean, the Base Rent as defined in Section 3.2 hereof and all other Additional Rent (as defined below). Tenant agrees that all sums required to be paid by Tenant under this Lease shall constitute "Rent."

(g) Intentionally Omitted.

(h) "Tenant's Agents" shall mean the shareholders, partners or principals, officers, directors, employees, servants, agents, contractors, customers, patrons, business invitees, licensees, vendors and visitors of Tenant and its assignees, subtenants, successors and assigns and all other persons that are in, on, above or around the Premises and/or the Building with Tenant's knowledge or consent.

(i) "Additional Rent" shall mean any and all sums payable by Tenant under or in connection with this Lease other than the Base Rent.

ARTICLE II

TERM; SECURITY DEPOSIT; COMPLETION OF IMPROVEMENTS; MOVING INCENTIVE

SECTION 2.1 Term

The term of this Lease (the "Term") shall commence on the date on which Landlord delivers possession of the Premises to Tenant (the "Commencement Date") and, unless terminated as hereinafter provided, and shall end twelve (12) months after the Commencement Date (the "Termination Date"); provided, however, that Tenant shall have the right to extend the term of this Lease for two (2) three-month extension periods upon the terms and conditions set forth in the Option to Extend Rider attached hereto as Exhibit B. Landlord estimates that the Commencement Date will be on or about May 1, 2021. If Landlord, for any reason whatsoever, cannot deliver possession of the Premises to Tenant on the estimated Commencement Date as set forth above, this Lease shall not be void or voidable, nor shall Landlord be liable to Tenant for any loss or damage resulting therefrom, but in that event, this Lease shall in all ways remain in full force and effect except that (a) Base Rent under this Lease shall not commence until the actual date of the delivery of possession of the Premises to Tenant, and (b) the Commencement Date shall be the date that Landlord delivers possession of the Premises to Tenant.

SECTION 2.2 Security Deposit

No security deposit shall be required of Tenant under this Lease.

SECTION 2.3 Condition of Premises

Tenant acknowledges that Tenant has inspected the Premises and all existing leasehold improvements therein as of the Effective Date of this Lease, and Tenant has confirmed to Tenant's satisfaction that the Premises and such existing leasehold improvements are in acceptable condition and are suitable for Tenant's use. Tenant accepts the initial condition of the Premises and all existing leasehold improvements as of the Effective Date of this Lease in their "AS-IS" condition and "WITH ALL FAULTS". Without limiting the generality of the foregoing, Tenant shall be responsible for all other work relating to the Premises (including wiring for telephone and data services) and such work shall be performed in full compliance with the provisions of this Lease. Tenant has not required Landlord to make, and Landlord has not made, any warranties or representations, express or implied, as to the initial condition of the Premises, the leasehold improvements, their suitability for Tenant's use, or any matter pertaining to the Premises or the Building.

ARTICLE III
RENT

SECTION 3.1 Generally

Tenant shall, on or before the first day of each month during the Term, pay to Landlord the sums set forth in this Article without demand, deduction, offset or claim and without abatement except for any abatement expressly set forth in this Lease. One calendar month's Base Rent plus any applicable taxes thereon shall be due and payable at the time of the signing of this Lease, and such amount shall be applied to the Base Rent for the first calendar month's Base Rent payable under Section 3.2 and applicable taxes thereon and, if the Term shall include only a portion of such calendar month, the sums remaining after such application shall be applied to the second calendar month's Base Rent and applicable taxes thereon payable under this Lease, with Tenant paying the balance for such second calendar month on or prior to the first day thereof.

SECTION 3.2 Base Rent

As used herein, the term "Lease Year" shall mean a period of twelve (12) consecutive months commencing on the Commencement Date, and each successive twelve (12) month period thereafter; provided, however, that notwithstanding the foregoing: (i) if the Commencement Date is not the first day of a calendar month, then Lease Year 2 shall commence on the first day of the calendar month following the calendar month in which the first anniversary of the Commencement Date occurs and Lease Year 1 shall end on the day immediately preceding the first day of Lease Year 2, and (ii) the last Lease Year shall end on the Termination Date or such earlier date on which this Lease shall terminate.

Subject to the abatement provisions set forth below, Base Rent for the Term shall be the annual Base Rent set forth below, payable monthly in the monthly installments as set forth below plus all applicable sales and other taxes (if any) as provided in Section 3.7:

Period	Annual Base Rent	Monthly Installments
Lease Year 1	\$26,400.00	\$2,200.00
Lease Year 2	\$26,400.00	\$2,200.00

Base Rent shall be payable on or before the first day of each calendar month, in advance, in the amount of the relevant monthly installment as set forth above, beginning on the Commencement Date and continuing on the first day of each calendar month thereafter through and including the Termination Date.

SECTION 3.3 Intentionally omitted.

SECTION 3.4 Rent for Partial Month

If Base Rent is not payable for an entire calendar month, then Tenant shall pay 1/30th of the monthly installment of Base Rent for each day of such partial calendar month for which Base Rent is payable and such Base Rent shall be payable in advance at the beginning of the relevant calendar month.

SECTION 3.5 Intentionally omitted.

SECTION 3.6 Payment of Rent

All sums to be paid by Tenant pursuant to this Lease shall be paid to Landlord, or as Landlord may otherwise designate, in lawful money of the United States which shall be legal tender in payment of all debts and dues, public and private, at the time of payment at the address of Landlord as specified in the preamble to this Lease or at such other place as Landlord in writing may designate, without any set-off or deduction whatsoever and without any prior demand being required.

SECTION 3.7 Sales Tax

Tenant is exempt from federal tax and state sales and use taxes. Upon request, Tenant will provide an exemption certificate to the Landlord.

SECTION 3.8 Intentionally omitted.

**ARTICLE IV
RESTRICTIONS ON TENANT**

SECTION 4.1 Use Premises; Trade Name

Tenant shall use the Premises solely for general office use consistent with the operations of the City of Coral Gables parking department. In addition, Tenant shall conduct business in and from the Premises solely under Tenant's name or such trade names of Tenant as Tenant may provide in writing to Landlord. Tenant shall, at its expense, procure any and all governmental licenses and permits, including, without limitation, sign permits, required for the conduct of Tenant's business on the Premises and shall, at all times, comply with the requirements of each such license and permit. Landlord is not required and does not represent or warrant that it will obtain or endeavor to obtain for Tenant (or that Tenant will be able to obtain) any license or permit. Tenant covenants and agrees that from and after the date when Landlord delivers possession of the Premises to Tenant, Tenant shall continuously operate and conduct its business within the Premises in accordance with the terms and conditions of this Lease, including without limitation the provisions of this Article.

SECTION 4.2 Operational Requirements

(a) Tenant shall not use or permit the Premises to be used for any illegal purposes, and at Tenant's own cost and expense, Tenant shall execute and comply with all laws, rules, orders, ordinances, and regulations now in force or at any time enacted or adopted, applicable to the Premises or to Tenant's occupancy thereof, by the City, County, State and Federal governments and of each and every department, bureau, and official thereof, and with any requirements of any fire underwriters' bureau or similar entity.

(b) Tenant agrees not to commit or allow to be committed any nuisance or other act against public policy, or which may disturb the quiet enjoyment of any other Tenant of the Building. Tenant agrees not to deface or damage the Building in any manner.

(c) Tenant agrees not to knowingly use or keep any Hazardous or Toxic Materials in violation of law or any substance or material in or about the Premises which may impair the insurance on the Building or increase the hazard of the insurance risk or which is offensive or annoying to other tenants of the Building.

(d) The installation of any equipment by Tenant at the Premises, other than standard office equipment (such as personal computers, fax machines and photocopying machines that are of a nature and weight typically found in general office space), shall require prior written approval of Landlord and its installation and operation must comply with the minimum protective safety standards as prescribed by the Board of Health of the State of Florida, Miami-Dade County Health Department, OSHA and any applicable law and all expenses for such compliance shall be paid by Tenant.

(e)

**ARTICLE V
COMMON AREAS**

SECTION 5.1 Use of Common Areas

Tenant and Tenant's Agents are, except as otherwise specifically provided in this Lease, authorized, empowered and privileged during the Term to use the common areas of the Building, including any appurtenant parking areas, truck way or ways, loading areas, pedestrian walkways and ramps, landscaped areas, stairways,

corridors, common areas and other areas and improvements provided by Landlord for the general use of tenants (collectively the "Common Areas") for their respective intended purposes in common with other persons. The Building will be accessible to Tenant and Tenant's Agents at all times other than when access is prohibited, interrupted or suspended by reason of any applicable law, casualty, emergency and/or Force Majeure Event" (as such term is defined in Section 23.5) subject to the terms and conditions of this Lease and the rules and regulations promulgated by Landlord hereunder. Notwithstanding the foregoing, Tenant and Tenant's Agents shall not use any Common Areas, including any appurtenant parking areas, marked "Reserved" by Landlord.

SECTION 5.2 Changes

Tenant agrees that Landlord shall at all times have the right and privilege of determining the nature, extent and/or configuration of the Common Areas, of making such changes, rearrangements, additions or reductions therein and thereto from time to time which in its opinions are deemed to be desirable or which are made as a result of any federal, state or local environmental protection or other law, rule, regulation, guideline or order.

SECTION 5.3 Intentionally Omitted.

SECTION 5.4 Landlord's Maintenance and Control of Common Areas

Landlord agrees to maintain and operate, or cause to be maintained and operated, the Common Areas. Landlord shall, at all times during the Term, have the sole and exclusive control, management, and direction of the Common Areas, and may at any time and from time to time, restrict access to the Common Areas and exclude and restrain any person from use or occupancy thereof, and establish rules and regulations from time to time with respect thereto. It shall be the duty of Tenant to keep all of the Common Areas free and clear of any obstructions created or permitted by Tenant or resulting from Tenant's operation or any work performed by or on behalf of Tenant.

**ARTICLE VI
SERVICES**

SECTION 6.1 Services to be Provided by Landlord

(a) Subject to the terms of this Lease, Landlord agrees to provide Tenant with building standard electrical services to the Premises, air conditioning as provided in Section 6.1(d), water, sanitary sewer, exterior window cleaning, and janitorial service for the Premises and the Common Areas once a week. Any extra service or utilities required by Tenant shall be at its sole expense, as provided in Section 6.1(b) below. Except as otherwise stated herein, Tenant shall pay for the installation and the cost of its own utilities, including telephone service, with respect to the Premises. With respect thereto, Tenant shall pay to the appropriate utility companies the amounts charged to Tenant by such companies, including any and all necessary deposits, and Landlord shall bear no responsibility or obligation to pay for such amounts. Tenant agrees not to connect to or alter any utilities or equipment of Landlord without the prior written consent of Landlord.

(b) If, at Tenant's request, Landlord furnishes Tenant with services or utilities beyond those described in Section 6.1(a) immediately above, Tenant shall pay Landlord for such additional services, at rates commensurate with charges paid by Landlord therefore, within ten (10) days after receipt of a statement from Landlord for such services. If Tenant shall use electrical current other than that described in said Section 6.1(a) without Landlord's prior written consent, Tenant shall, within ten (10) days after receipt of a statement from Landlord, pay Landlord for all charges for such electric current. Tenant shall pay for installation of a "check meter" on the Premises to ascertain its consumption of electricity and/or usage level of water and/or sewer facilities if Landlord so requests, and will pay the difference between charges for the consumption shown thereon and charges that would be attributable to the Premises if Tenant used such electricity or the water only as provided in Section 6.1(a), and/or in accordance with the average level of use of the other tenants of the Building.

(c) Notwithstanding anything to the contrary provided in this Lease, it is understood and agreed that Landlord does not warrant that any of the services referred to above, or any other services which Landlord may

supply, will be free from interruption. Landlord reserves the right to and Tenant hereby acknowledges that any one or more of such services may be suspended by reason of accident, repairs, alterations, necessary or desirable improvements, or strikes or lockouts, or by reason of operation of law, inability to secure a proper supply of fuel, gas, steam, water, electricity, labor supplies, or other causes (whether similar or dissimilar to the foregoing) beyond the reasonable control of Landlord. No such interruption or discontinuance of service regardless of the cause thereof will be deemed an eviction or a disturbance of Tenant's use and possession of the Premises or any part thereof, or render Landlord liable to Tenant for damages, other compensation or abatement of Rent, or relieve Tenant from the responsibility of fully performing any of Tenant's obligations under this Lease. Furthermore, Landlord shall in no way be responsible for any loss, damage or expense which Tenant may sustain or incur by reason of any failure, inadequacy or defect in the character, quantity or supply of electric energy, air conditioning or other services furnished to the Premises.

(d) Landlord shall provide air conditioning for the Premises. Landlord reserves the right, after business hours, to turn off all unnecessary lighting in the unoccupied areas of the Building and the Premises to minimize the energy consumption.

(e) Notwithstanding any other provisions herein, except to the extent caused by Landlord's gross negligence or willful misconduct, Landlord shall not be liable to Tenant for any damage occasioned by plumbing, electrical, gas, water, steam or other utility pipes, systems or facilities or by the bursting, stopping, leaking or running of any tank, sprinkler, washstand, water closet or pipes in or about the Premises or the Building; nor for any damage occasioned by water being upon or coming through or around the roof or any flashing, window, skylight, vent, door, or the like unless directly resulting from Landlord's gross negligence or willful neglect after reasonable notice; nor for any damage arising out of any acts or neglect of co-tenants, other occupants of the Building, occupants of adjacent property or the public.

ARTICLE VII
TAXES

SECTION 7.1 Tenant's Business Taxes

Tenant shall pay, as applicable, before delinquency all taxes, assessments, license fees and public charges levied, assessed or imposed upon its business operation, as well as upon its leasehold interest, trade fixtures, furnishings, equipment, leasehold improvements (including, but not limited to, any work performed by or on behalf of Tenant), alterations, changes and additions made by Tenant and merchandise and personal property of any kind owned, installed or used by Tenant in or upon the Premises.

ARTICLE VIII
MAINTENANCE, CHANGES, AND ALTERATIONS

SECTION 8.1 Condition of Premises

Tenant, by taking possession of the Premises, acknowledges that Landlord has fully performed all Landlord's obligations to Tenant through and including the date of occupancy, and Tenant accepts the Premises as being in good repair and condition, in full compliance with all the requirements of this Lease. Landlord has no obligation to construct any improvements or make any changes or alternations to the Premises. Tenant shall maintain, repair, and replace the Premises, and every part thereof, in good repair and condition, reasonable use, and ordinary wear and tear excepted. Tenant shall, at its own cost and expense, repair or replace any damage or injury to all or any part of the Premises caused by Tenant or any of Tenant's Agents, provided, however, that if Tenant fails to make the repairs or replacements promptly, Landlord, at its option after providing written notice to Tenant of any such failure and a thirty (30) days to cure any such failure (except that in connection with any emergency, Landlord shall not be required to provide such notice or 30-day cure period), may make the repairs or replacements and Tenant shall reimburse the full cost thereof to Landlord upon demand together with interest thereon at the Default Rate specified herein.

SECTION 8.2 Intentionally omitted.

SECTION 8.3 Changes and Alterations

(a) Tenant shall make no changes or alterations in or to the Premises of any nature without Landlord's prior written consent (including, but not limited to, approval of the contractors and mechanics performing the alterations, additions, or improvements). Subject to the prior written consent of Landlord, which shall not be unreasonably withheld, and to the provisions of this Section, Tenant, at Tenant's expense and for Tenant's benefit, may make alterations, installations, additions, or improvements which are nonstructural and which do not affect utility services or plumbing and electrical lines, in or to the interior of the Premises by using Landlord's contractors and mechanics, unless Landlord specifically agrees otherwise in writing. All alterations, installations, additions, changes or improvements in or to the Premises made by Tenant shall be completed in a timely fashion, lien-free, in a good and workmanlike manner, meeting or exceeding all applicable governmental requirements, and in substantial compliance with plans and specifications approved in advance by Landlord.

(b) All fixtures and all paneling, partitions, railings, and like installations, and all wiring, cables, risers and similar installations installed in the Premises at any time, either by Tenant or by Landlord on Tenant's behalf, shall become the property of Landlord and shall remain upon and be surrendered with the Premises unless Landlord, by notice to Tenant delivered no later than 10 days prior to the date fixed as the Termination Date of this Lease, elects to have them removed by Tenant, in which event the same shall be removed from the Premises by Tenant forthwith at Tenant's expense. Provided that Tenant is not in default, nothing in this Section shall be construed to prevent Tenant's removal of trade fixtures, but upon removal of any such trade fixtures from the Premises, or upon removal of other installations as may be required by Landlord, Tenant shall immediately, at its expense, repair and restore the Premises to the condition existing prior to installation and otherwise repair any damage to the Premises or the Building due to such removal. All property permitted or required to be removed by Tenant which remains in the Premises after Tenant's removal shall be deemed abandoned and may at the election of Landlord, either be retained as Landlord's property, or may be removed from the Premises by Landlord at Tenant's expense.

(c) Tenant shall, before making any changes, alterations, additions, installations, or improvements, at its expense obtain all permits, approvals, and certificates required by any governmental or quasi-governmental bodies and (upon completion) certificates of final approval thereof and shall deliver promptly duplicates of all such permits, approvals, and certificates to Landlord and Tenant agrees to carry worker's compensation (as required by law), general liability, personal, and property damage insurance as required pursuant to Section 12.1, below. Tenant agrees to obtain, and deliver to Landlord written and unconditional waivers of mechanic's liens for any work, labor, and services to be performed and materials to be furnished in connection with such work, with such waivers being signed by all contractors, subcontractors, materialmen, and laborers involved in such work and being delivered to Landlord upon completion of each element of the work. Nothing in this Section shall be deemed to authorize Tenant to perform any work at the Premises without the prior written consent of the Landlord.

(d) Tenant shall indemnify, defend, and hold harmless Landlord from and against any and all claims or liability arising from the performance of the repair, renovation, and/or maintenance described above except to the extent caused by Landlord's gross negligence or willful misconduct. This indemnity shall include, but not be limited to, claims or liabilities asserted against Landlord based upon negligence, strict liability or other liability by operation of law to any third party or government entity, and all costs, Attorneys' Fees, expenses, and liabilities incurred by Landlord in the defense of any such claim. Landlord shall defend any such claim at Tenant's expense by counsel selected by Landlord. Furthermore, as a material part of the consideration to Landlord for the entering into of this Lease, Tenant assumes all risk of damages to property or injury to persons in, upon, or about the Premises arising from any act or omission of Tenant, Tenant's Agents, employees, contractors, and/or invitees resulting in the release or threatened release of friable asbestos, Tenant shall be liable for the entire cost of abating and remediating any such release or threatened release to the extent arising from any act or omission of Tenant, Tenant's Agents, employees, contractors, and/or invitees, and Tenant shall indemnify, defend, and hold harmless Landlord from and against any and all claims or liability arising therefrom. The provisions of Section 8.3(b) and Section 8.3(d) shall survive the expiration or termination of this Lease.

ARTICLE IX
LIENS

SECTION 9.1 Mechanic's and Other Liens

(a) Tenant has no authority to and shall not create any liens for labor or material on or against the Building or any interest therein. Tenant agrees to notify any materialmen, supplier, contractor, mechanic, or laborer involved with work on the Premises at Tenant's request that he must look only to Tenant or Tenant's other property interests for payment. All materialmen, suppliers, contractors, mechanics and laborers may be put on notice of this Section by the recordation, at Landlord's option, of a notice in the Public Records of the county in which the Building is located.

(b) Notwithstanding the foregoing, if by reason of any construction, alteration, repair, labor performed, or materials furnished to the Premises for or on behalf of Tenant, any mechanics' or other lien shall be filed, claimed, perfected or otherwise established or as provided by law against the Building or any property of Landlord, Tenant shall discharge or remove the lien by bonding or otherwise within 15 days after Tenant receives written notice of the filing of same. Nothing contained herein shall authorize Tenant to create any liens for labor or materials on or about Landlord's interest in the Building, the Premises or any portion thereof.

ARTICLE X
DAMAGE OR DESTRUCTION

SECTION 10.1 Landlord's Right to Terminate Leasehold

(a) If by fire or other casualty, the Premises are totally destroyed, or the Building is partially damaged or destroyed to the extent of twenty-five percent (25%) or more of the replacement cost thereof, even though the Premises may not be damaged, or in the event of any uninsured casualty to the Premises or the Building, Landlord shall have the option of terminating this Lease, or any extension hereof, by serving written notice upon Tenant within sixty (60) days from the date of the casualty, and any prepaid Rent shall be prorated as of the time of destruction, and any unearned Rent shall be refunded without interest.

(b) If by fire or other casualty the Premises are damaged or partially destroyed to the extent of twenty-five percent (25%) or more of the replacement cost thereof, and Landlord has not terminated this Lease pursuant to the provisions of Section 10.1(a), then (i) if the unexpired term of this Lease is less than one (1) year, excluding any unexercised extension option, Landlord may either terminate this Lease by serving written notice upon Tenant within ten (10) days of the date of destruction or Landlord may restore the Premises to the condition existing prior to such casualty and to the extent of insurance proceeds actually received by Landlord, or (ii) if the unexpired term of this Lease is more than one (1) year, excluding any unexercised extension option, Landlord shall restore the Premises to the condition existing prior to such casualty and to the extent of insurance proceeds, actually received by Landlord.

(c) If either the Premises or the Building are destroyed or damaged by fire or other casualty to the extent of less than ten percent (10%) of the replacement cost thereof, and also, the unexpired Term, including any previously exercised extension option, is more than three (3) years, then Landlord will commence the process of restoration of the Premises to a tenable condition within thirty (30) days from the date of receipt by Landlord of all of the insurance proceeds paid with respect to such casualty, and proceed with due diligence to complete said restoration of the Premises.

(d) In the event of the damage or destruction by any casualty of any portion of the Premises that Landlord is obligated to repair or restore that results in all or any material portion the Premises being rendered untenable, Base Rent thereafter accruing shall be equitably and proportionally adjusted, according to the nature and extent of the destruction or damage, pending Landlord's substantial completion of rebuilding, restoration, or repair of the portions of the Premises that Landlord is obligated to restore. In the event the destruction or damage is so extensive as to make it unfeasible for Tenant to conduct Tenant's business on the Premises, the Base Rent shall be completely abated until Landlord's substantial completion of the portions of the Premises that Landlord is obligated to restore, or until Tenant resumes use and occupancy of the Premises, whichever shall first occur.

Landlord shall not be liable for any damage to, or any inconvenience or interruption of business of Tenant, or any of its employees, agents or invitees occasioned by fire or other casualty. Notwithstanding such abatement, Tenant shall remain obligated to perform and discharge all of its remaining covenants under this Lease during the period of abatement.

(e) If the Premises are to be repaired under this Section, Landlord shall repair, at its cost, any injury or damage to the Building itself, and building standard tenant improvements in the Premises. Tenant shall pay the cost of preparing any other tenant improvements in the Premises and shall be responsible for carrying such casualty insurance as it deems appropriate with respect to such other tenant improvements.

ARTICLE XI

QUIET ENJOYMENT

SECTION 11.1 Quiet Enjoyment

Landlord hereby covenants with Tenant that upon the performance by Tenant of the covenants set forth herein, but subject to the terms and conditions of this Lease (including, without limitation, the provisions of Article XVIII), Tenant may quietly hold and occupy the Premises for the Term without any interruption by Landlord or persons claiming through or under Landlord, and Tenant shall not be disturbed by Landlord or any persons claiming through or under Landlord in its possession and use of the Premises and the Common Areas.

ARTICLE XII

INDEMNITY AND INSURANCE

SECTION 12.1 Tenant's Insurance

(a) Tenant shall, at Tenant's sole expense, obtain and keep in force at all times during the Term commercial general liability insurance, including property damage, on an occurrence basis, with limits of not less than One Million Dollars (\$1,000,000.00) combined single limit, insuring Landlord, Landlord's property manager, and Tenant against any liability arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. The limit of said insurance shall not, however, limit the liability of Tenant hereunder. Tenant may carry said insurance under a blanket policy, provided an endorsement naming Landlord and Landlord's property manager as additional insureds is attached thereto. Tenant shall maintain "all risk" casualty insurance upon all property in the Premises owned by Tenant or for which Tenant is legally liable. Tenant shall maintain all other insurance required by applicable law. Tenant shall maintain insurance against such other perils and in such amounts as Landlord may in writing from time to time reasonably require.

(b) All insurance required to be obtained and maintained by Tenant shall be with a company or companies licensed to issue the relevant insurance and licensed to do business in the State of Florida. Such insurance company or companies shall each have a policyholder's rating of no less than "A" in the most recent edition of A.M. Best's Insurance Reports. No policy shall be cancelable or subject to reduction of coverage except after thirty (30) days' prior written notice to Landlord. Landlord shall receive written evidence of insurance upon request. All policies of insurance maintained by Tenant shall be in a form, and shall have a substance, acceptable to Landlord with satisfactory evidence that all premiums have been paid. Tenant agrees not to violate or permit to be violated any of the conditions or provisions of the insurance policies required to be furnished hereunder and agrees to promptly notify Landlord of any fire or other casualty. If Tenant fails to procure and maintain insurance as required hereunder, at any time thereafter, in addition to any other right or remedy available under this Lease or applicable law, Landlord may take such measures as Landlord may consider necessary or desirable to protect its interest, however, Landlord shall not be obligated to take any measures to protect Tenant's interest. Tenant shall, on written demand, as Additional Rent, reimburse Landlord for all monies expended by Landlord to procure and maintain such insurance, together with interest thereon at the Default Rate specified herein.

(c) Notwithstanding anything to the contrary contained herein, to the extent not prohibited by or violative of Tenant's insurance policies, Tenant hereby waives and releases Landlord, and Landlord's property manager from any and all liability for damages to persons or property arising out of Landlord's acts or omissions

(including, without limitation, negligence), even if Tenant's insurer(s) fail to pay insurance proceeds to Tenant and even if Tenant fails to maintain such insurance policies. Each policy of worker's compensation insurance and property insurance required hereunder shall contain a provision waiving the insurer's right of subrogation and all rights based upon an assignment of the rights of the insured that would be otherwise available to the insurer against Landlord, and contain a provision naming Landlord and Landlord's property manager, as an additional insured under the policy, but, with respect to workers' compensation insurance, not for the purposes of payment of any loss covered by the policy.

(d) Upon Landlord's written request for same, Tenant will provide Landlord with written evidence of Tenant's compliance with its obligations under this Section.

SECTION 12.2 Landlord's Insurance

Tenant shall have no rights in any policy or policies maintained by Landlord.

SECTION 12.3 Risk of Loss, Waiver and Indemnification

Tenant acknowledges, admits, and agrees that Tenant will bear all risk of damage to or loss of all stock, inventory, furniture, fixtures, equipment, contents, personal property, or other removable items situated on or about the Premises or in any parking area, owned by Tenant or by any of Tenant's Agents, including, without limitation, loss or damages resulting from interruptions in utility services, bursting pipes, stoppage or leaking of water, gas, sewer or steam pipes, any present or future defects in the Premises or the Building or in the cooling, heating, electrical, plumbing, or other equipment or systems serving the Premises or the Building, malfunctions of the fire sprinkler system, or for any other cause whatsoever. Tenant (for itself and for all Tenant's Agents) waives and releases all claims against Landlord, or against Landlord's shareholders, partners or principals, officers, directors, employees, servants, agents, contractors, managers, or Landlord's property manager ("Landlord's Agents") for loss of life, personal injury, or loss of or damage to property (the "injury" or "injuries"), but this release shall not be effective as to Landlord if the injury was caused solely by the gross negligence or willful misconduct of Landlord, or as to any of Landlord's Agents, if the injury was caused solely by the gross negligence or willful misconduct of such Landlord's Agent. Tenant agrees that neither Landlord nor its property manager shall be liable for any damage or liability of any kind or for any injury to or death of persons or damage whatsoever by reason of the construction, use, occupancy or enjoyment of the Premises or the Building by Tenant, or any of Tenant's Agents except to the extent caused by the gross negligence or willful misconduct of Landlord. The provisions of this Section 12.3 shall survive the expiration or termination of this Lease. Moreover, nothing in this Indemnification and Hold Harmless provision shall be considered to increase or otherwise waive any limits of liability, or to waive any immunity, established by Florida Statutes, case law, or any other source of law.

SECTION 12.4 Effect on Landlord's Insurance

Tenant shall not conduct or permit to be conducted any activity, or place any equipment, materials or other items in, on or about the Premises or the Building, which will in any way increase the rate of fire or liability or casualty insurance on the Building. Should Tenant fail to comply with the foregoing covenant on its part to be performed, Tenant shall reimburse Landlord for such increased amount upon written demand from Landlord, the same to be considered Additional Rent payable hereunder.

SECTION 12.5 Limitation of Liability

Tenant (for itself and for all Tenant's Agents) waives and releases Landlord from all responsibility and liability for any injury, loss, or damage that may be occasioned by or through the illegal acts or omissions of any and all persons, the acts or omissions (including, without limitation negligence, gross negligence and willful misconduct) of persons in or about the Common Areas, occupying other premises in the Building, or in or about any other part of the Building, or for any loss or damage resulting to Tenant or its property therefrom. Landlord's obligations and liability with respect to or arising from or in connection with this Lease shall be limited solely to Landlord's interest in the Building. Neither Landlord, nor any of the partners of Landlord, nor any officer, director, principal, trustee, policyholder, partner, shareholder, attorney or employee of Landlord shall have any p-personal liability whatsoever

with respect to this Lease. Landlord shall have absolutely no personal liability with respect to any provision of this Lease or any obligation or liability arising from or in connection with this Lease or the relationship of Landlord and Tenant. Tenant shall look solely to the equity of Landlord in the Building for the satisfaction of any judgment or other judicial process requiring payment of money, whether as a result of any negligence, breach of this Lease by Landlord or its successors or assignees, building manager or managing agent (including any beneficial owners, partners, corporations and/or other entities affiliated or in any way related to Landlord, such successors, assigns, building manager or managing agent or otherwise). Such exculpation of liability shall be absolute and without exception whatsoever. Tenant's sole right and remedy in any action or proceeding concerning Landlord's reasonableness, where the same is required under this Lease, shall be an action for declaratory judgment and/or specific performance. By its execution of this Lease, Tenant acknowledges, admits, and agrees that, as of the date hereof, Tenant has no claims or offsets of any nature whatsoever against Landlord relating to this Lease, the Premises, the Common Areas or the Building.

ARTICLE XIII
ASSIGNMENT AND SUBLETTING

SECTION 13.1 Restrictions Upon Assignment and Subletting

(a) Tenant shall have no right (any attempt at same being void), voluntarily or involuntarily, whether by operation of law or otherwise, to assign, sublet, transfer, hypothecate or otherwise encumber this Lease or any interest herein without the prior written consent of Landlord which consent shall not be unreasonably withheld.

(b) The terms assignment or subletting as used in this Lease, shall include, by way of example and not limitation, any and all transfers of Tenant's interest in this Lease, whether voluntary or involuntary, including any lien upon Tenant's interest, or any transfer by Tenant, any assignee, or sublessee of Tenant, or by any receiver or trustee with jurisdiction over Tenant, a subsequent assignee, or sublessee or its property.

(c) Tenant shall not advertise on site in any manner the availability of the Premises for assignment, subletting, rental or otherwise within the Building.

(d) Intentionally omitted.

(e) Any physical alterations necessary with respect to any assignment, subletting or reduction of the area of the Premises shall be subject to the provisions of this Lease regarding alterations and shall be at Tenant's sole cost and expense and subject to applicable building codes.

SECTION 13.2 Restrictions on Assignee and Sublessee

Landlord's consent to assignment and subletting which is required under Article XIII shall not be unreasonably withheld by Landlord if the business to be conducted by such successor shall in all respects be in accordance with the provisions of this Lease, including without limitation, the requirements relating to Tenant's permitted use of the Premises. In no event shall any sublease or assignment be made or allowed which would in any way violate any exclusive use provisions granted to or any prohibitions of certain uses agreed to by Landlord with any other tenants or occupants of the Building. Any assignment or sublease shall comply with all applicable laws. In the event that Landlord consents to any such assignment or subletting, such successor shall assume in writing, in a form reasonably satisfactory to Landlord, all of Tenant's obligations hereunder. Landlord's consent to one assignment or sublease shall not be deemed as a consent to any other or further assignment or sublease.

SECTION 13.3 Intentionally omitted.

ARTICLE XIV
LANDLORD'S RIGHT OF ENTRY

SECTION 14.1 Landlord's Access to the Premises

(a) Tenant shall permit Landlord and Landlord's representatives and independent contractors

at any time during the business hours, without unreasonably interfering with Tenant's business operations, and at any time before or after business hours to enter the Premises for the purpose of inspecting same, exhibiting same for sale, lease, appraisal, mortgage or otherwise, making repairs or alterations to, or replacements of, the Premises or any adjoining space or any systems serving the Building, and performing any obligations under this Lease or any other lease.

(b) Landlord shall also have the right to enter the Premises at any time, including through forceful entry, in the event of an emergency situation. Tenant shall at all times, have and retain in its possession, and in addition, Tenant shall furnish Landlord with, a key with which to unlock all of the doors in, on or about the Premises (excluding Tenant's vaults, safes, and similar areas designated in writing by Tenant in advance) and Landlord shall have the right to use any and all means which Landlord may deem proper to open said doors in an emergency situation in order to obtain entry to the Premises, and any entry into the Premises 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 have the right to at any time remove any and all existing locks, or any internal parts thereof, and install locks, or any internal parts thereof, which may be unlocked and opened with a master key. Tenant shall not tamper with, re-key, remove or install any locks, dead bolts or obstructions of any kind in doors of the Premises or the Building without the prior written consent of Landlord.

(c) Tenant hereby waives any claim for damages or for any injury or inconvenience to or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the Premises or any other loss occasioned by any entry by Landlord.

ARTICLE XV
EVENTS OF DEFAULTS

SECTION 15.1 Events of Default and Landlord's Remedies

(a) The occurrence of any of the following shall constitute a breach of, and default by Tenant under, this Lease: (i) if Tenant defaults in the payment of Base Rent or Additional Rent, (ii) if Tenant defaults in the timely and full performance of any provision of this Lease (including any exhibits or the rules and regulations), (iii) if Tenant shall default under any other lease or agreement at any time existing with Landlord or any of Landlord's affiliates or any event of default shall exist under any such lease or agreement, (iv) if a receiver is appointed for any property of Tenant, (v) if Tenant abandons the Premises, (vi) if Tenant or any of its successors or assigns or any guarantor (if any) of any obligations under this Lease (each a "Guarantor") files any voluntary petition in bankruptcy, reorganization or arrangement, or make any assignment for the benefit of creditors, or files for any other relief under any present or future statute, law or regulation relating to the relief of debtors, (vii) if Tenant or any of its successors or assigns or any Guarantor should be adjudicated bankrupt or have an involuntary petition in bankruptcy, reorganization or arrangement filed against it; (viii) if Tenant shall permit, allow or suffer to exist any lien, judgment, writ, assessment, charge, levy, attachment or execution upon any interest in this Lease or in the Premises, and/or the fixtures, improvements or furniture located therein; or (ix) any Guarantor shall default under any provision of any guaranty or other agreement at any time existing with Landlord or any of Landlord's affiliates or any event of default shall exist under any such guaranty or agreement.

(b) If any breach of, or default by Tenant under, this Lease shall occur, Landlord shall have all the rights or remedies afforded to Landlord under applicable law or in equity and Landlord shall have the rights and remedies set forth in this Lease. All rights and remedies of Landlord, whether available under applicable law or in equity or herein enumerated, shall be cumulative and nothing herein shall exclude any other right or remedy allowed hereunder, at law, or in equity. No right or remedy granted to Landlord in this Lease shall be deemed to be exclusive and in derogation of all other rights and remedies available to Landlord hereunder, under applicable law, or in equity, unless such right or remedy is expressly designated to be Landlord's exclusive right or remedy with respect to such matter.

(c) If any voluntary or involuntary petition or similar proceeding under any section or sections of any bankruptcy act shall be filed by or against Tenant, or any voluntary or involuntary proceeding in any court or tribunal shall be instituted to declare Tenant insolvent or unable to pay Tenant's debts, then and in any

such event Landlord may, if Landlord elects, but not otherwise, and with or without notice of election, forthwith terminate this Lease, and notwithstanding any other provisions of this Lease, Landlord shall forthwith, upon such termination, be entitled to recover reasonable damages (including, without limitation, the amount by which the t exceeds the amount that Tenant proves Landlord can reasonably recover through the reletting of the Premises after taking into account a reasonable period of time to obtain a replacement tenant), plus reasonable costs and expenses incurred in order to procure a new tenant for the Premises (including, without limitation, the lease commission associated with signing a new lease).

(d) If any breach of or default by Tenant under this Lease shall occur (after taking account any applicable cure period expressly provided in subsection (a) above), then and in any such event Landlord may, if Landlord so elects in writing, but not otherwise, either forthwith terminate Tenant's right to possession of the Premises without terminating this Lease, or forthwith terminate this Lease and Tenant's right to possession of the Premises, in addition and without prejudice to any and all other rights or remedies available to Landlord. Upon receipt of such notice, in addition to any past due payments of Rent and all other late fees, damages, costs and expenses incurred by Landlord (together with interest accrued thereon at the Default Rate specified herein), the entire amount of the Base Rent and Additional Rent specified in this Lease for the residue of the Term shall be accelerated and immediately due and payable, together with interest at the Default Rate specified herein accruing from the date of receipt of such notice until paid in full, and Tenant shall pay forthwith to Landlord such accelerated amounts.

(e) Upon any expiration or termination of this Lease, whether by lapse of time or otherwise, or upon any termination of Tenant's right to possession without termination of this Lease, Tenant shall surrender possession and vacate the Premises immediately, and deliver possession thereof to Landlord and, without prejudice to any other remedy which Landlord may have, Tenant does hereby grant to Landlord in such event, full and free license to enter into and upon the Premises, with or without process of law, to repossess the Premises, and to expel or remove Tenant and any others who may be occupying or within the Premises and to remove any and all property therefrom, using such force as may be reasonably necessary, without being deemed in any manner guilty of trespass, eviction, or forcible entry or detainer, and without relinquishing Landlord's rights to Base Rent and Additional Rent or any other right given to Landlord hereunder, at law, or in equity.

(f) If any breach of, or default by Tenant under, this Lease shall occur and Landlord elects to terminate Tenant's right to possession only, without terminating this Lease, Landlord may at Landlord's option enter into the Premises, remove Tenant's signs and other evidences of tenancy, and take and hold possession thereof without such entry and possession terminating this Lease, or releasing Tenant, in whole or in part, from Tenant's obligation to pay the Base Rent and the Additional Rent hereunder for the full term, and in any such case Tenant shall pay forthwith to Landlord a sum equal to the entire amount of the Base Rent specified in Article III of this Lease for the residue of the Term plus the Additional Rent and any other sums then payable under this Lease that is then subject to calculation and shall, subject to the provisions of this subsection (t), thereafter pay any Additional Rent and other sums payable under this Lease as the same become due. Upon and after entry into possession without termination of this Lease, Landlord shall use good faith efforts to relet the Premises, or any part thereof, for the account of Tenant to any person, firm, or corporation other than Tenant for such rent, for such time, and upon such terms as Landlord, in Landlord's sole discretion, shall determine, and Landlord shall not be required to accept any tenant offered by Tenant, or to observe any instructions given by Tenant about such reletting. In the event Landlord has other vacant or available space in the Building, it shall not be deemed a breach of good faith, for Landlord to favor or give preference to leasing its other vacant or available space over the reletting of the Premises. In any such case, Landlord may make repairs, changes, alterations, and additions in or to the Premises, and redecorate the same to the extent deemed by Landlord necessary, or desirable, and Tenant shall, upon demand, pay the cost thereof, together with Landlord's expenses of the reletting, and together with interest accrued thereon at the Default Rate specified herein. If the consideration collected by Landlord upon any such reletting for Tenant's account is not sufficient to pay the full amount of the Base Rent and Additional Rent, together with the cost of repairs, changes, alterations, additions, redecorating, and Landlord's other expenses, together with interest accrued thereon, then the balance or deficiency shall be paid by Tenant to Landlord. Tenant shall pay to Landlord the amount of each monthly deficiency upon demand. In no event, however, shall Landlord be accountable to Tenant should the consideration collected by Landlord upon any such reletting for Tenant's account be greater than the full amount of the Base Rent and Additional Rent, together with the cost of repairs, changes, alterations, additions, redecorating, Landlord's other expenses, and interest accrued thereon.

(g) Tenant shall, upon demand, pay all Landlord's cost, charges, and expenses, including, but not limited to, the reasonable fees and costs of legal counsel, legal assistants, paralegals, and other professional advisors (whether or not any action, suit, or other proceeding is instituted, for all matters, claims, hearings, and other proceedings in bankruptcy, and for all appellate proceedings) (collectively, "Attorneys' Fees"), leasing agents, and others retained by Landlord, incurred in interpreting this Lease, enforcing Tenant's obligations hereunder or incurred by Landlord in any litigation, negotiation, or transaction in which Landlord becomes involved or concerned in connection with or as a result of this Lease or, in any way related to Tenant's use and occupancy of the Premises, together with interest accrued thereon as specified herein.

(h) Tenant hereby irrevocably appoints Landlord as Tenant's agent and attorney-in-fact to enter upon the Premises in the event of the occurrence of any default by Tenant under this Lease and to remove any and all furniture and personal property whatsoever situated upon the Premises. Any property of Tenant not removed from the Premises after the end of the Term, however terminated, any and all property which may be removed from the Premises by Landlord pursuant to the authority of this Lease or of law, may be removed at Tenant's risk, cost, and expense and Landlord shall in no event be responsible for the value, preservation, or safekeeping thereof. Tenant shall pay to Landlord, upon demand, all expenses incurred in connection with such removal and all storage charges for such property so long as the same shall be in Landlord's possession or under Landlord's control. Landlord may place such property in storage for the account of, and at the expense of, Tenant and if Tenant fails to pay the cost of storing such property after it has been stored for a period of thirty (30) days or more, Landlord may sell any or all of such property, at public or private sale, in such manner and at such times and places as Landlord in its sole discretion may deem proper, without notice to or demand upon Tenant for the payment of any part of such charges for the removal of any of such property, and shall apply the proceeds of such sale as follows: first, to the costs and expenses of such sale, including reasonable Attorneys' Fees; second, to the payment of the costs and charges of storing any property; third, to the payment of any other sums of money which may then or thereafter be due to Landlord from Tenant under any of the terms hereof; and fourth, the balance, if any, to Tenant. The removal and storage of Tenant's property, as above provided, shall not constitute a waiver of Landlord's lien thereon.

(i) Landlord shall not be deemed to have elected to terminate this Lease unless Landlord shall unequivocally and expressly state in writing that it has so elected to terminate this Lease. Without limiting the generality of the foregoing, the following acts by Landlord shall not constitute a termination of this Lease: (A) acts of maintenance or preservation or efforts to relet the Premises; (B) the appointment of a receiver upon the initiation of Landlord to protect Landlord's interest under this Lease; or (C) any action to recover possession of the Premises or re-entry or acceptance of possession of the Premises without a specific and express written election on the part of Landlord to terminate this Lease. In the event of the termination of this Lease, then Tenant shall immediately pay to Landlord any and all damages incurred by Landlord as a result of the default by Tenant and termination of this Lease, including, without limitation, the excess of the Rent that would be payable under this Lease through the balance of the Term over the reasonable rental value of the Premises plus the costs and expenses in order to procure a new tenant (including, without limitation, leasing commissions and concessions required to be granted to a new tenant).

(j) Landlord may resort to any one or more of its available remedies or rights; and the adoption of one or more such remedies or rights shall not necessarily prevent the enforcement of others concurrently or thereafter.

SECTION 15.2 Landlord's Right to Cure Default

All agreements and provisions to be performed by Tenant under any of the terms of this Lease shall be at its sole cost and expense and without any setoff, counterclaim, or abatement of Rent. If Tenant shall fail to pay any sum of money, other than the Rent required to be paid by it to Landlord hereunder, or shall fail to perform any other act on its part to be performed hereunder, Landlord may, but shall not be obligated to, and without curing said default or waiving or releasing Tenant from any obligations of Tenant, make any such payment or perform any such other act on Tenant's part to be made or performed as in this Lease; provided that all sums so paid by Landlord and all necessary and incidental costs shall be deemed Additional Rent hereunder and shall be payable to Landlord upon demand together with interest accrued thereon at the Default Rate specified herein, and Landlord shall have (in addition to any other right or remedy of Landlord) the same rights and remedies in the event of the nonpayment thereof by Tenant as in the case of default by Tenant in the payment of Base Rent or any Additional Rent.

SECTION 15.3 Wavier of Trial by Jury

It is mutually agreed by and between Landlord and Tenant that they shall, and they hereby do, waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matter arising out of or in any way connected with this Lease, the Premises, or the Building, including, but not limited to, the relationship of Landlord and Tenant and Tenant's use or occupancy of the Premises. Tenant further agrees that it shall not interpose any counterclaim in a summary proceeding or in any action based on nonpayment of rent or any other payment required of Tenant hereunder.

SECTION 15.4 Intentionally Omitted.

SECTION 15.5 Landlord Default

Landlord shall be in default under this Lease only if Landlord fails to perform any of its obligations under this Lease and such failure is not cured within thirty (30) days after written notice to Landlord from Tenant; provided, however, if the failure cannot reasonably be cured within such thirty (30)-day period, Landlord shall not be in default if Landlord takes action to commence to cure the failure within thirty (30) days after receipt of written notice from Tenant and diligently and in good faith continues such curative action to completion. Notices given under this Section 15.5 shall specify the alleged breach and the applicable Lease provisions. In the event of any default by Landlord that continues beyond the cure period provided in this Section 15.5 (as it may be extended as provided above), Tenant's exclusive remedies shall be an action for actual damages suffered or incurred by Tenant and/or specific performance. Under no circumstances shall Landlord be responsible for any consequential, special or punitive damages. Tenant hereby waives any right of offset against any sums payable under this Lease and all other remedies except as expressly provided in this Section 15.5.

ARTICLE XVI **ATTORNEYS' FEES**

SECTION 16.1 Attorneys' Fees and Expenses

If Landlord uses the services of an attorney (a) in order to interpret this Lease or Landlord's rights or obligations hereunder, (b) to secure compliance with any of the provisions of this Lease, (c) in connection with any breach or default by Tenant in the performance of any of the provisions of this Lease or to recover damages therefor, (d) to evict Tenant or terminate Tenant's right of possession or this Lease, (e) to otherwise protect Landlord's interest, or (f) in connection with any lawsuit between Tenant and any third party, Tenant shall reimburse Landlord upon demand for reasonable Attorneys' Fees and other expenses incurred by Landlord in connection with any of the foregoing.

In any action for the enforcement, defense or interpretation of either party's right under this Lease, in addition to the rents and other sums, found to be due hereunder, the prevailing party will be entitled to payment of all collection and court costs incurred together with reasonable Attorneys' Fees, whether such fees and costs be incurred out of court, at trial, on appeal, in any bankruptcy, arbitration or other administrative proceedings or otherwise. "Prevailing party" within the meaning of this paragraph includes a party who dismisses an action for recovery hereunder in exchange for payment of the sums allegedly due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the action or proceeding. In any action for possession commenced by Landlord for failure of Tenant to pay rent or other sums agreed to be paid hereunder, Landlord will be entitled to recover its costs of collection and reasonable Attorneys' Fees, whether such fees and costs be incurred out of court, at trial, on appeal, or in any bankruptcy, arbitration or other administrative proceedings or otherwise. The provisions of this Article XVI will survive expiration or termination of this Lease.

ARTICLE XVII **CONDEMNATION**

SECTION 17.1 Condemnation

(a) If all or a material part of the Premises is taken by virtue of eminent domain or other similar proceeding, or are conveyed in lieu of such taking, and the taking would prevent or materially interfere with the use of the Premises for the purposes for which they are then being used, this Lease shall terminate on the date when title or right of possession shall vest, and any Rent paid for any period beyond said date shall be repaid to Tenant. If all or a material part of the Building other than the Premises is taken by virtue of eminent domain or other similar proceeding, or is conveyed in lieu of such taking so that the remaining part of the Building not subject to such condemnation shall be substantially affected thereby, then Landlord, in its sole discretion may terminate this Lease. If there is a partial taking where this Lease is not terminated, Landlord shall, subject to the provisions of subsection (b) below, restore the Premises to the extent necessary to make them reasonably tenantable. Base Rent shall be adjusted in proportion to the rentable square footage of the Premises taken, as determined by Landlord's architect or engineer. In any event, Landlord shall be entitled to, and Tenant shall not have any right to claim, any award made in any condemnation proceeding, action or ruling relating to the Building or the Land; provided however, in the event of a termination of this Lease, Tenant shall be entitled to make a separate claim in any condemnation proceeding, action or ruling relating to the Building for Tenant's moving expenses, loss of goodwill and the unamortized value of leasehold improvements in the Premises actually paid for by Tenant without contribution by Landlord, to the extent such claim does not in any manner impact upon or reduce Landlord's claim or award in such eminent domain proceeding, action or ruling and Tenant shall likewise have no claim against Landlord for the value of any unexpired portion of this Lease.

(b) Landlord shall have, in Landlord's sole discretion, the option of terminating this Lease if any such condemnation, action or ruling or conveyance in lieu thereof makes continuation of Landlord's use of the Building economically unfeasible, and Landlord shall be entitled to the entire award as above provided, and in such case, Tenant shall likewise have no claim against Landlord for the value of any unexpired portion of this Lease. Notwithstanding anything to the contrary provided in this Lease, Landlord's obligation to restore after any taking or conveyance in lieu thereof exists (i) only if and/or to the extent that the net condemnation or similar award actually received by Landlord is sufficient to compensate Landlord for its loss and its restoration costs and (ii) the area unaffected by the condemnation or similar proceeding may, as determined by Landlord's reasonable business judgment, be restored as a profitable and self-functioning unit.

ARTICLE XVIII **SUBORDINATION**

SECTION 18.1 Subordination

This Lease shall automatically be subordinate to any mortgage presently existing or hereafter made on the Building, and to any renewal, modification, consolidations, replacements, or extensions of any such mortgage. This clause shall be self-operative, and no further instrument of subordination shall be required by any mortgagee. Tenant covenants to execute any agreement or estoppel letter requested by the holder of any mortgage to evidence the agreements of this Section. Tenant further agrees, within ten (10) days after request therefor by Landlord or any Mortgagee (as defined in Section 23.15 below), to execute such estoppel letters, certificates and otherwise provide such assurances regarding this Lease as Landlord or Mortgagee may reasonably request in connection with any mortgage. In confirmation of such subordination, Tenant shall execute promptly any instrument or certificate that Landlord may request.

Tenant hereby constitutes and appoints Landlord as Tenant's attorney in-fact to execute any such certificate for or on behalf of Tenant. Landlord agrees to use request from the mortgagee under the existing mortgage or any new mortgage hereafter executed by Landlord in connection with the Building the execution by such mortgagee of its standard form of subordination, non-disturbance agreement and attornment agreement (an "SNDA") in connection with this Lease, but Landlord shall not be required to pay any fees or incur any additional liabilities in connection with its efforts to obtain an SNDA and the refusal of any such mortgagee to provide an SNDA in connection with this Lease shall not affect any of the provisions of this Lease (including, without limitation, the provisions of this Section 18.1). Any fees and costs incurred in connection with obtaining an SNDA with respect to this Lease (including, without limitation, attorneys' fees of the mortgagee's counsel) shall be paid by Tenant.

SECTION 18.2 **Institutional Lender**

If in connection with obtaining financing for the Building, a banking, insurance or other institutional lender shall request reasonable modifications in this Lease as a condition to such financing, Tenant will not unreasonably withhold, delay or defer its consent thereto, provided that such modifications do not increase the obligations of Tenant hereunder or materially adversely affect the leasehold interest hereby created or Tenant's use and enjoyment of the Premises.

ARTICLE XIX **ESTOPPEL CERTIFICATES**

SECTION 19.1 **Tenant to Deliver Certificate**

At any time and from time to time (whether before or after the Commencement Date) within ten (10) days after request in writing therefor from Landlord or any Mortgagee, Tenant agrees to execute and deliver to Landlord or Mortgagee, or to such other addressee or addressees as Landlord may designate (and Landlord, Mortgagee and such other addressee(s) may rely thereon), a statement in writing in the form substance satisfactory to Landlord (herein called "Tenant Estoppel Certificate"), certifying (i) that this Lease is unmodified and in full force and effect, or if there have been modifications, that this Lease is in full force and effect as modified, and stating the date and nature of each modification; (ii) the date, if any, to which Base Rent, Additional Rent, and any other sums payable hereunder have been paid; (iii) that no notice has been received by Tenant of any default which has not been cured, except as to defaults specified in Tenant Estoppel Certificate; and (iv) any other matters as may be reasonably requested by Landlord or Mortgagee. In the event that Tenant fails to provide Tenant Estoppel Certificate within ten (10) days after Landlord's written request therefor, Tenant does hereby irrevocably appoint Landlord as its attorney-in-fact to execute in Tenant's name, place and stead and deliver Tenant Estoppel Certificate if the same had been signed and delivered by Tenant.

ARTICLE XX **SURRENDER**

SECTION 20.1 **Surrender at End of Term**

On the expiration or termination of this Lease, Tenant shall remove from the Premises all improvements made by or on behalf of Tenant that Landlord requires Tenant to remove and repair and restore the Premises to substantially the condition existing immediately before such improvements were installed. Prior to the expiration or termination of this Lease, Tenant shall remove all Tenant's equipment, personal property and trade fixtures from the Premises, repairing and restoring any damage to the Premises resulting from such removal; provided, however, that if any event of default by Tenant shall then exist under this Lease, Landlord shall be entitled to exercise its rights to such equipment, personal property and trade fixtures and prohibit Tenant from removing the same from the Premises. Upon the expiration or termination of this Lease, title to all equipment, personal property, or trade fixtures not removed by Tenant shall be irrevocably and unconditionally vested in Landlord. Thereafter, Landlord may, at its option, either retain or dispose of all or any portion of such items at Tenant's expense, and Tenant shall reimburse Landlord upon demand for all Landlord's expenses incurred in connection therewith, together with interest accrued thereon at the Default Rate specified herein. This obligation shall survive the expiration or termination of this Lease. Tenant shall deliver and surrender to Landlord possession of the Premises promptly upon the expiration or earlier termination of the Term, broom clean, free of debris, in good order, condition and state of repair (excepting ordinary wear and tear) and shall deliver the keys at the address of Landlord for the payment of Rent, or to such other place as may be designated from time to time by notice from Landlord to Tenant. If not sooner terminated as herein provided, this Lease shall terminate at the end of the Term provided for herein without the necessity of notice from either Landlord or Tenant to terminate the same.

Tenant's voluntary delivery of possession of the Premises to Landlord, or voluntary delivery of the keys to the Premises to Landlord, and Landlord's acceptance of possession or of the keys prior to the scheduled Termination Date, shall not constitute an acceptance of surrender of the Premises or evidence the termination of this Lease, unless Landlord delivers to Tenant a notice of termination or a written acceptance of surrender. If Landlord elects to retake

possession of the Premises and relet the Premises for Tenant's account, Landlord may, nevertheless, elect to terminate this Lease at any time thereafter.

SECTION 20.2 Intentionally Omitted.

ARTICLE XXI
ENVIRONMENTAL PROVISIONS

SECTION 21.1 General Provisions

(a) Tenant represents and warrants that it will not conduct any activities on the Premises or the Building, which may constitute a violation of any environmental law, statute and/or regulation. Tenant agrees not to employ or utilize the Premises or the Building for the purpose of disposing, treating, storing, handling or transporting any materials which may be deemed to constitute Hazardous or Toxic Materials, unless it obtains the prior written consent of Landlord.

(b) Tenant agrees to defend, indemnify, defend, and hold harmless against any and all Claims (as defined below) that may hereafter be asserted against Landlord or for which Landlord may hereafter become liable for, suffer, incur, or pay arising under any applicable laws and resulting from any activity, act or violation of this Article by Tenant or any of Tenant's Agents. In addition, Tenant agrees to defend, indemnify, and hold Landlord harmless against any and all Claims which may be asserted or for which Landlord may hereafter be liable for, suffer, incur, or pay resulting from or arising out of any handling, storage, treatment, transportation, disposal, and/or release of Hazardous or Toxic Materials from or on the Premises or the Building by Tenant or any of Tenant's Agents. Landlord agrees to defend, indemnify, defend, and hold harmless against any and all Claims that may hereafter be asserted against Tenant or for which Tenant may hereafter become liable for, suffer, incur, or pay arising from any violation of applicable law pertaining to Hazardous or Toxic Materials to the extent caused by the activity, act or violation of applicable law by Landlord or its employees or agents. "Claims" means any and all claims,

debts, liabilities, demands, obligations, damages, losses, costs, expenses, Attorneys' Fees, actions, and causes of action of any kind or nature whatsoever. The obligations and liabilities of both parties under this paragraph shall survive the expiration or earlier termination of this Lease.

(c) The term "Hazardous or Toxic Materials" means any materials which may be deemed hazardous or toxic including, but not limited to, (i) materials defined as "hazardous waste" under the Federal Resource Conservative and Recovery Act and similar state laws; (ii) "hazardous substances" as identified under the Federal Comprehensive Environmental Response, Compensation and Liability Act and especially in CERCLA Section 101(14) and as set forth in Title 40, Title of Federal Regulations, Part 302; (iii) those elements or compounds which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency ("EPA") and the list of toxic pollutants designated by Congress or the EPA regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, polluting, or dangerous waste substance or material, as such lists are now or at any time hereafter in effect; (iv) asbestos; (v) radon; (vi) polychlorinated biphenyl; (vii) petroleum products; and (viii) such other materials, substances or waste which are otherwise dangerous, hazardous, harmful or deleterious to human, plant or animal health or well-being.

(d) The provisions set forth in this Article shall survive the expiration or termination of this Lease. Notwithstanding anything in this Article to the contrary, Tenant covenants not to introduce any Hazardous or Toxic Materials onto the Premises or the Building without (i) first obtaining Landlord's written consent; and (ii) complying with all federal, state and local laws and ordinances regarding the transportation, use or disposal of such materials, including but not limited to obtaining the proper permits. If the transportation, storage, use or disposal of Hazardous or Toxic Materials on the Premises or Building by Tenant or any of Tenant's Agents results in (i) contamination of the soil or surface or ground water; (ii) loss or damage to person(s) or property, then Tenant agrees to (i) notify Landlord immediately of any contamination, claim of contamination loss or damage; (ii) after consultation and approval by Landlord, to clean up the contamination in full compliance with all applicable statutes,

regulations and standards; and (iii) to indemnify, defend and hold harmless Landlord from and against any Claims (including, without limitation, the Attorneys' Fees of Landlord) arising from or connected with any such contamination, claim of contamination, loss or damage. The provisions herein are in addition to the provisions set forth elsewhere in this Article; however, in the event of a conflict of the provisions of this Section with any other provision in this Article, the provision in this Section shall prevail.

(e) Tenant is hereby notified, and hereby agrees to notify its employees, that asbestos (chrysotile, amosite or crocidolite or in fibrous form, tremolite, anthophyllite or actinolite) has been detected in the building structure, and if accumulated in sufficient quantities, may present health risks to persons exposed to it over time. However, Landlord has been advised by an independent consultant that the asbestos which exists in the building structure does not presently pose any health risk. Additional information regarding asbestos may be obtained from the Building Asbestos Contact Person. Tenant hereby waives and releases all claims against Landlord for any personal injuries, property damage, or death, and all other incidental or consequential damages arising from the existence or discovery of asbestos in the Building.

Tenant shall not perform any work in the Premises or take any action that may cause the release of asbestos-containing material, except in accordance with the operations and maintenance program maintained by Landlord and applicable law.

(f) Florida Statutes requires that the following notification be included in, among other documents, rental agreements for buildings in the State of Florida:

RADON GAS: RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL AND, STATE GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN FLORIDA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY PUBLIC HEALTH UNIT.

ARTICLE XXII
EASEMENTS

SECTION 22.1 No Light, Air or View Easement

Any diminution or shutting off of light, air or view by any structure which may be erected on lands adjacent to the Building shall in no way affect this Lease or impose any liability on Landlord.

SECTION 22.2 Other Easements

It is expressly agreed that Tenant does not acquire any right or easement to the use of any door or passageway in any portion of the Building, or in any premises adjoining such Building, except the easement of necessity of ingress and egress, if any, in the doors, and passageway directly connecting with the Premises, provided, however, that it is expressly agreed that Landlord shall have the right to close or obstruct any door or passageway into or from or connecting with the Premises and to interfere with the use thereof whenever Landlord deems it necessary to effect alterations or repairs thereto or in and about any premises adjoining such doors or passageways. Landlord reserves the right to use, install, maintain, and repair pipes, ducts and conduits within the walls, columns, and ceilings of the Premises.

ARTICLE XXIII
MISCELLANEOUS

SECTION 23.1 Interpretation

(a) The captions appearing at the head of Articles and Sections and in the table of contents are inserted only as a matter of convenience and in no way amplify, define, limit, construe, or describe the scope

or intent of this Lease nor in any way affect this Lease. Except where otherwise expressly provided, each reference in this Lease to a Section or Article shall mean the referenced Section or Article of this Lease.

(b) If more than one person or corporation is named as Tenant in this Lease and executes the same as such, or becomes Tenant, then and in such event, the word "Tenant" wherever used in this Lease is intended to refer to all such persons or corporations, and the liability of such persons or corporations for compliance with and performance of all the terms, covenants and provisions of this Lease shall be joint and several.

(c) The neuter, feminine or masculine pronoun when used herein shall each include each of the other genders and the use of the singular syllables includes the plural.

(d) The parties hereto agree that all the provisions of this Lease are to be construed as covenants and agreements as though the words importing such covenants and agreements were used in each separate provision hereof.

(e) Although the printed provisions of this Lease were drawn by Landlord, this Lease shall not be construed for or against Landlord or Tenant, but this Lease shall be interpreted in accordance with the general tenor of the language in an effort to reach the intended result.

(f) Time is of the essence of this Lease, and each and all of its provisions.

(g) Submission of this instrument for examination or signature by Tenant does not constitute a reservation of or option for lease, and this instrument is not effective as a lease, or otherwise, until execution and delivery by both Landlord and Tenant.

(h) To the extent allowed by law, any claim, demand, right or defense of any kind by Tenant that is based upon, arising in connection with or in any way related to this Lease or the negotiations prior to its execution, shall be barred unless Tenant provides written notice to Landlord thereof within six

(6) months after the date of the inaction, omission, event, circumstance, fact and/or action on which the claim, demand, right or defense is based.

(i) Tenant shall not, without the prior written consent of Landlord, use the name of the Building for any purpose other than as the address of the business to be conducted by Tenant in the Premises.

SECTION 23.2 Notices

Any notice, demand, request, approval, consent or other instrument which may be or is required to be given under this Lease shall be in writing and, if mailed, shall be deemed to have been given three (3) business days after deposit in the United States mail if sent by registered or certified mail, return receipt requested, postage prepaid, addressed to Landlord or Tenant, or upon receipt or refusal of receipt if sent by hand delivery or overnight courier, in each case to the following respective addresses or to such other address or addresses as either party may designate by notice to the other given in the manner set forth in this Section 23.2:

If Landlord: 338 Minorca Law Center, LLC
Attention: Alfredo Izaguirre, Esq.
338 Minorca Avenue
Coral Gables, Florida 33134

If to Tenant: City of Coral Gables
Attention: Zeida C. Sardinas
Asset Manager
Economic Development
405 Biltmore Way
Coral Gables, FL 33134

with a copy to:

Miriam Soler Ramos
City Attorney
405 Biltmore Way
Second Floor
Coral Gables, FL 33134

SECTION 23.3 Successors

This Lease and the covenants and conditions herein contained shall inure to the benefit of and be binding up on Landlord, its successors and assigns, and shall be binding upon Tenant, its heirs, executors, administrators, successors and assigns and shall inure to the benefit of Tenant and only such assigns of Tenant to whom the assignment by Tenant has been consented to by Landlord (unless such assignment is expressly permitted pursuant to Article XIII). Nothing in this Section shall be deemed to require Landlord to give any such consent.

SECTION 23.4 No Broker

Tenant warrants that it has not dealt with a broker in connection with this Lease.

SECTION 23.5 Unavoidable Delays

In the event that Landlord shall be delayed or hindered in or prevented from the performance of any act required under this Lease or the compliance with any provision of this Lease by reason of strikes, lockouts, inability to procure labor or materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, fire, inclement weather, or casualty, or any other reason of a similar or dissimilar nature beyond the reasonable control of Landlord (each, a "Force Majeure Event"), then performance of such act or compliance with this Lease shall be excused for the period of the delay, hindrance and/or prevention in such performance and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

SECTION 23.6 Construction; Severability

(a) It is the intention of the parties hereto that if any provision of this Lease is capable of two constructions, one of which would render the provision invalid and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

(b) If any term or provision, or any person or circumstances shall, to any extent, be invalid, illegal or unenforceable, the remainder of this Lease, or the application of such term or provision to the persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

SECTION 23.7 Entire Agreement

This Lease contains the complete, exclusive and entire agreement between Landlord and Tenant as to the subject matter hereof. There are no oral agreements between Landlord and Tenant affecting this Lease, and this Lease supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements and understandings, if any, between Landlord and Tenant or displayed by Landlord to Tenant with respect to the subject matter of this Lease and all reliance with respect to any representations is solely upon such representations contained in this Lease. There are no representations between Landlord and Tenant other than those contained in this Lease and all reliance with respect, to any representations is solely upon such representations contained in this Lease.

SECTION 23.8 Modification

(a) This Lease shall not be modified, altered, changed, or amended except by an instrument in writing signed by both parties thereto. No modifications, alterations, changes or amendments by Landlord shall be valid or binding unless executed by an officer or authorized signatory of Landlord.

(b) Landlord may at times change the name or number of the Building, remodel, modify or alter the same, or the location of any entrance thereto, or any other portion thereof not occupied by Tenant, and the same shall not constitute a constructive, actual, total, partial eviction or a violation of the right to quiet enjoyment of Tenant.

SECTION 23.9 Other Tenants

Landlord reserves the absolute right to effect such other tenancies in the Building for such uses (whether retail stores, offices or other uses) as Landlord shall determine in the exercise of its sole business judgment. Tenant does not rely on the fact, nor does Landlord represent, that any specific tenant or occupant or number of Tenants or occupants shall during the Term occupy any space in the Building.

SECTION 23.10 Signs

No sign of any type or description shall be erected, placed or painted in or about the Premises, the Building or the land of Landlord, except those signs submitted to Landlord in writing, and approved by Landlord in writing, which signs shall be in conformance with Landlord's sign criteria established for the Building. Landlord shall, at Landlord's expense, provide a building standard listing for Tenant in the Building lobby directory board and install building standard signage adjacent to the entry to the Premises; provided, however, that Tenant shall pay the reasonable cost of any change in such signage required as a result of any change in the name of Tenant, any permitted assignment or sublease, or any other reason whatsoever.

SECTION 23.11 No Smoking

Tenant and Tenant's representatives shall comply with the requirements of the Florida Clean Indoor Air Act, Chapter 386, Part II, as may be amended from time to time, and any administrative regulations promulgated thereunder. Landlord shall have the right from time to time to enact future Rules and Regulations concerning smoking, including the right in Landlord's discretion to prohibit smoking in the Building, as may be necessary in order to comply with the requirements of the Florida Clean Indoor Air Act. For purposes hereof, "smoking" means inhaling, exhaling, burning, or carrying any lighted cigar, cigarette, pipe or other smoking equipment or device in any manner or form.

SECTION 23.12 Applicable Law

The laws of the State of Florida shall govern the validity, performance and enforcement of this Lease. If either party institutes legal suit or action for enforcement of any obligation contained herein, it is agreed that the venue of such suit or action shall be in Miami-Dade County, Florida.

SECTION 23.13 Waiver; Consents; Approvals

The waiver by Landlord of any term, covenant, agreement or condition herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, agreement or condition herein contained, nor shall any custom or practice which may arise between the parties in the administration of the terms hereof be construed to waive or to lessen the right of Landlord to insist upon the performance by Tenant in accordance with said terms. The subsequent acceptance of Base Rent or Additional Rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant, agreement or condition of this Lease, other than the failure of Tenant to pay the particular Rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such Rent or Additional Rent. No covenant, term, agreement, or condition of this Lease shall be deemed to have been waived by Landlord, unless such waiver is in writing by Landlord. Whenever the consent or approval of Landlord is required under this Lease, unless this Lease expressly provides that Landlord shall not unreasonably withhold the same, such consent or approval may be granted or withheld in Landlord's sole and absolute discretion. Any consents or approvals granted by Landlord shall be for Landlord's purposes only and in no event does Landlord's consent or approval constitute an implication, representation or certification of any kind by Landlord that said items are satisfactory or in compliance with any applicable laws and or any other matter. Landlord shall not be liable for damages if Landlord shall fail to consent to or approve any matter and Tenant's sole remedy shall be to seek to enforce Landlord's consent or approval by specific performance.

SECTION 23.14 **Accord and Satisfaction**

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

SECTION 23.15 **Mortgagee Protection**

(a) If there is a default by Landlord under this Lease, Tenant covenants to give notice by certified mail, return receipt requested to, in addition to Landlord, any grantee of a deed to secure debt, mortgagee under a mortgage, or beneficiary under a deed of trust encumbering the Premises, or their respective successors and assigns (a "Mortgagee"), whose address shall have been furnished to Tenant, and shall offer Mortgagee a reasonable opportunity to cure the default (but in no event less than thirty (30) days after the delivery of such notice), including time to obtain possession of the Premises by power of sale or judicial foreclosure, if such should prove necessary to effect a cure. Such notice to any Mortgagee shall be given simultaneously with the notice to Landlord. Tenant shall not have any right to terminate this Lease until any party entitled to notice under this Section shall have failed to cure the default of Landlord. Tenant shall accept any performance by any Mortgagee for and on behalf of Landlord, but nothing contained herein shall require Mortgagee to take any such action.

(b) Tenant agrees that it will not, without the prior written consent of any Mortgagee, do any of the following, and any such purported action without such consent shall be void as against the Mortgagee: (i) modify this Lease or any renewal or extension hereof in such a way as to reduce the Rent, accelerate Rent payments, shorten the original term or change any renewal or extension option, (ii) terminate this Lease except pursuant to its terms and nevertheless subject to the provisions of subsection (a) above, or (iii) tender or accept a surrender of this Lease or make prepayment in excess of one month's rent hereunder.

(c) If a Mortgagee or proposed Mortgagee requests modifications to this Lease as a condition to disbursing any monies to be secured by the relevant mortgage or deed of trust, Tenant agrees that within seven (7) business days after request, to execute, acknowledge and deliver an agreement, in form and substance satisfactory to such Mortgagee or proposed Mortgagee, effectuating any such modifications to this Lease provided that they do not increase Tenant's obligations under this Lease or materially adversely affect the leasehold interest created by this Lease.

(d) Tenant agrees to attorn to any Mortgagee (or any other successor to Landlord acquiring by foreclosure, deed in lieu of foreclosure or otherwise) upon the receipt of notice to Tenant requiring such attornment, and such attornment shall not be terminated by any foreclosure. Any Mortgagee (or any other successor to Landlord acquiring by foreclosure, deed in lieu of foreclosure or otherwise) shall not be: (1) liable for any previous act or omission of Landlord under this Lease; (2) subject to any credit, demand, claim, counterclaim, offset or deduction which theretofore accrued to Tenant against Landlord; (3) unless consented to in writing by such Mortgagee or permitted without Mortgagee's consent under the relevant loan documents, bound by any previous amendment or modification of this Lease; (4) bound by any previous prepayment of more than one (1) month's Base Rent or Additional Rent; (5) bound by any covenant or obligation of Landlord to perform, undertake or complete any work in the Premises or to prepare it for occupancy; (6) required to account for any security deposit of Tenant other than any security deposit actually delivered to any Mortgagee by Landlord; (7) bound by any obligation to make any payment to Tenant or grant any credits, except for services, repairs, maintenance and restoration provided for under this Lease to be performed by Landlord after the date of such attornment; (8) liable for any liability or obligation of any prior landlord occurring prior to the date of its acquisition of title to the Building; or (9) responsible for any funds owing by Landlord to Tenant.

(e) Within 10 days after the written request of any Mortgagee, Tenant shall execute and deliver a Tenant Estoppel Certificate in form and substance reasonably satisfactory to the Mortgagee addressing the matters set forth in Section 19.1 of this Lease or such other matters as a Mortgagee shall reasonably request.

(f) The provisions of this Section shall be self-operative, but Tenant agrees to deliver to any Mortgagee, within ten (10) business days after request, such documents as may reasonably be required to confirm the foregoing provisions (including, without limitation, providing further evidences of attornment). Nothing contained in this Section 23.15 shall in any way modify the provisions of Article XVIII of the Lease.

SECTION 23.16 Authority

(a) If Tenant signs as a corporation, partnership, or other firm or entity, each of the persons executing this Lease, on behalf of Tenant, does hereby covenant and warrant that Tenant is a duly authorized and existing, that Tenant has full right and authority to enter into this Lease, and that each person signing on behalf of the entity was authorized to do so.

(b) In the event Tenant hereunder is a corporation, the individual executing this Lease hereby covenants and warrants that Tenant is duly constituted corporation qualified to do business in the State of Florida; that all future forms, reports, fees and other documents necessary for Tenant to comply with applicable laws will be filed by Tenant when due; that all necessary corporate action has been taken on behalf of Tenant in order to authorize Tenant to enter into this Lease; and that such persons are duly authorized by the governing body of Tenant to execute and deliver this Lease on behalf of Tenant.

SECTION 23.17 Intentionally Omitted.

SECTION 23.18 Landlord/Tenant Relationship

Nothing contained in this Lease shall in any way or for any purpose result in the creation of the relationship of principal and agent, partnership, joint venture, or any other association between Landlord and Tenant; it being expressly understood and agreed that no provisions hereof shall be deemed to create any relationship between Landlord and Tenant other than the relationship of landlord and tenant.

SECTION 23.19 Intentionally Omitted.

SECTION 23.20 Non-Recourse to Landlord; Sale

Tenant agrees to look solely to Landlord's interest in the Building for the satisfaction of any obligations or liabilities of Landlord to Tenant created by or arising under or in connection with this Lease or otherwise relating to the Premises or the Building. In the event the entire interest of Landlord in the Building shall be transferred, upon such transfer, all of the transferring Landlord's liabilities and obligations under this Lease accruing thereafter shall terminate. Tenant hereby agrees to attorn to any such transferee.

SECTION 23.21 Intentionally Omitted.

SECTION 23.22 Survival

All indemnities of Tenant and all provisions of this Lease with respect to any obligation of Tenant to pay any sum owing or to perform any act after the expiration or other termination of this Lease shall survive the expiration or other termination of this Lease, regardless of whether such provisions specifically are stated to survive. The expiration or termination of this Lease shall not in any way release, limit, impair or otherwise affect any obligations of Tenant that have accrued or that otherwise relate to the period prior to such expiration or termination, all of which obligations shall survive the expiration or termination of this Lease.

SECTION 23.23 City of Coral Gables

It is hereby agreed and acknowledged that Tenant is a political subdivision and municipal corporation of the State of Florida, and that the Lease is subject to and shall comply with the Charter of City of Coral Gables and the ordinances of City of Coral Gables. Any conflicts between the Lease and the aforementioned laws and

Charter shall be resolved in favor of the latter. Tenant hereby represents and warrants to Landlord that, to the Tenant's knowledge, this Lease and all provisions hereof comply with the Charter of City of Coral Gables and the ordinances of City of Coral Gables as existing on the Effective Date. In accordance with Section 2-1095 of the City Code, Landlord has filed with the City a document identifying the extent of its ownership interest in the Premises.

Notwithstanding anything to the contrary provided in this Lease, it is hereby understood and agreed that (a) any official inspector of the City of Coral Gables, or its agents duly authorized, shall have the privilege at any time during normal working hours of entering and inspecting the Premises to determine whether or not the requirements of the Building and Zoning regulations and the conditions of any restrictions affecting the Building are being complied with and (b) Landlord shall have the right to accompany such inspector in the performance of such inspections.

SECTION 23.24 OFAC List.

Tenant hereby represents and warrants to and covenants with Landlord that neither Tenant nor any of its affiliates or their respective officers, directors, shareholders, partners or members is or will be an entity or person: (i) that is listed in the annex to, or is otherwise subject to the provisions of, Executive Order 13224 issued on September 24, 2001 ("EO 13224"); (ii) whose name appears on the United States Treasury Department's Office of Foreign Assets Control ("OFAC") most current list of "Specifically Designated National and Blocked Persons" (which list may be published from time to time in various mediums including, but not limited to, the OFAC website) (the "OFAC List"); (iii) who commits, threatens to commit or supports "terrorism," as that term is defined in EO 13224; or (iv) who is otherwise affiliated with any entity or person described above.

SECTION 23.25 Binding Lease.

Tenant hereby represents and warrants to and covenants with Landlord that the execution and delivery of this Lease by Tenant is within the power and authority of Tenant, this Lease is enforceable against Tenant in accordance with its express terms, and Tenant is liable for any breach of this Lease.

SECTION 23.26 Florida Public Records Law. Records subject to the provisions of Public Records Law, Florida Statutes Chapter 119, shall be kept and maintained in accordance with such statutes. Landlord acknowledges that records and books, not subject to exemption under Chapter 119, may be disclosed and/or produced to third parties by the City in accordance with requests submitted under Chapter 119 or court orders without penalty or reprisal to the City for such disclosure and/or production. Landlord also agrees to assert, in good faith, any relevant exemptions provided for under Chapter 119 for records in its possession on behalf of the City. Furthermore, Landlord agrees to comply with the provisions outlined in Section 119.0701 of the Florida Statutes, the requirements of which are incorporated by reference herein.

IF THE LANDLORD HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LANDLORD'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS LEASE, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-460-5210, cityclerk@coralgables.com, 405 Biltmore Way, First Floor, Coral Gables, FL 33134.

SECTION 23.27 Sovereign Immunity. Landlord acknowledges that the Florida Doctrine of Sovereign Immunity bars all claims by Landlord against the Tenant other than claims arising out of this Agreement. Specifically, the Landlord acknowledges that it cannot and will not assert any claims against the Tenant, unless the claim is based upon a breach by the Tenant of this Agreement. The Landlord acknowledges that this Agreement in no way estops or affects the Tenant's exercise of its regulatory authority. In addition, the Tenant retains the full extent of its sovereign

immunity in relation to the exercise of its regulatory authority. The Landlord acknowledges that it has no right and will not make claim based upon any of the following:

- a. Claims based upon any alleged breach by the Tenant of implied warranties or representations not specifically set forth in this Agreement, as the parties stipulate that there are no such implied warranties or representations of the Tenant. All obligations of the Tenant are only as set forth in this Agreement;
- b. Claims based upon negligence or any tort arising out of this Agreement;
- c. Claims upon alleged acts or inaction by the Tenant, its commissioners, attorneys, administrators, consultants, agents, or any Tenant employee;
- d. Claims based upon an alleged waiver of any of the terms of this Agreement unless such waiver is in writing and signed by an authorized representative for the Tenant and Landlord.

[signature page follows]

IN WITNESS WHEREOF, the parties have executed THIS Lease to be effective as of the Effective Date set forth above.

WITNESSES TO LANDLORD:

338 Minorca Law Center, LLC a Florida limited liability company

Magdalena Medel
(First Witness Signature)

By: [Signature]
Alfredo Izaguirre, as Manager

Magdalena Medel
(Print First Witness Name)

[Signature]
(Second Witness Signature)

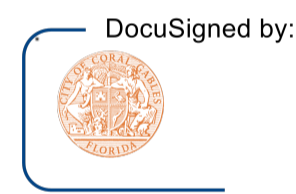
JOSE SANTAMARINA
(Print Second Witness Name)

ATTEST TO TENANT

CITY OF CORAL GABLES, a municipal corporation of the State of Florida

[Signature]
Billy Y. Urquia
Title: City Clerk

By: [Signature]
Name: Peter J. Iglesias
Title: City Manager



Approved as form and legal sufficiency

By: [Signature]
Name: Miriam Soler Ramos
Title: City Attorney

EXHIBIT A

LEGAL DESCRIPTION

Lot 15, Block 19, Coral Gables, Section "K", according to the Plat thereof, recorded in Plat Book 8, page 33, of the Public Records of Miami-Dade County, Florida.

AND TOGETHER WITH ALL EASEMENTS THAT MAY FROM TIME TO TIME BE APPURTENANT TO THE FOREGOING PARCEL.

AND ALSO, TOGETHER WITH ALL THE BUILDINGS AND IMPROVEMENTS THAT MAY FROM TIME TO TIME EXIST ON THE FOREGOING.

**EXHIBIT B
OPTION TO EXTEND RIDER**

This is Exhibit B ("Option Rider") to the Lease between 338 Minorca Law Center, LLC as "Landlord," and CITY OF CORAL GABLES, as "Tenant" (as it may be amended from time to time, is called the "Lease"). Unless otherwise defined in this Exhibit, all of the defined terms in the balance of the Lease shall have the same meanings when used in this Exhibit. Unless otherwise defined in the balance of the Lease, all of the terms defined herein shall have the same meanings when used in balance of the Lease.

1. Option to Extend. Tenant shall have the option (the "Extension Option") to extend the Term of the Lease for two (2) periods of three (3) months each (the "Extension Term") upon the terms and conditions contained in this Option Rider if each of the following conditions shall be fully satisfied:

(a) At the time of the delivery of the Extension Notice exercising the Extension Option pursuant to subsection (f) below and at the commencement of the Extension Term, the Lease shall be in full force and effect;

(b) The Tenant is then in occupancy of the Premises on the date of the delivery of the Extension Notice and at commencement of the Extension Term;

(c) Tenant shall be in full compliance with the terms of the Lease at the time of the exercise of the Extension Option and no event of default shall exist under the Lease at the time of the exercise of the Extension Option;

(d) INTENTIONALLY DELETED

(e) Tenant shall have delivered a written notice (the "Interest Notice") to Landlord no more than six (6) and no less than two (2) month prior to the commencement of the Extension Term; and

(f) Tenant shall have provided written notice to Landlord of Tenant's exercise of the Extension Option (the "Extension Notice"), and such Extension Notice shall be actually received by Landlord after the receipt by Tenant of Landlord's Statement (as defined below) in accordance with Section 3(a) below but prior to the date which is one (1) month before the commencement of the Extension Term. The Extension Notice shall be irrevocable once given by Tenant to Landlord.

The conditions set forth above are established solely for the benefit of Landlord and Landlord shall have the right at any time (in its sole discretion) to waive the requirement of Tenant's compliance therewith. Tenant shall not be entitled to the benefit of, or rely upon, any such waiver unless the same shall be in writing and signed by the Landlord. Upon the delivery of the Extension Notice, Tenant shall be irrevocably bound under this Lease for the Extension Term, but Landlord shall not be bound for the Extension Term if one or more of the foregoing conditions is not satisfied unless Landlord elects, in its sole discretion, to waive the requirement of Tenant's compliance with such condition(s). Accordingly, in the event (i) Tenant fails to deliver to Landlord the Extension Notice as required by subsection (f) above, or (ii) any of the other terms and conditions for the exercise of the Extension Option has not been satisfied, then the Extension Option shall, at Landlord's option, terminate and be null and void.

2. **Base Rent During the Extension Term.**

Provided Tenant qualifies for and exercises the Extension Option in accordance with Section 1 above, the annual Base Rent will remain the same. The Base Rent during the Extension Term shall be paid in advance on or before the first day of each calendar month in equal monthly installments in an amount equal to 1/12th of the annual Base Rent (plus any applicable taxes as provided in Section 3.7 of the Lease) as provided in the Lease.

3. **Extension Term.** In the event Tenant duly exercises the Extension Option, then:

(a) To take into account the extension of the Lease for the Extension Term, the Termination Date shall be extended for three (3) months subject to any earlier termination of the Lease, but Tenant shall have no further right to extend the expiration date of the Term beyond the Extension Term.

(b) All terms and conditions of the Lease (including, without limitation, the Tenant's obligation to pay Base Rent, as provided in the Lease, and all other sums payable by Tenant to Landlord under the Lease) shall continue to be applicable to the Extension Term

(c) Within ten (10) days of the request of Landlord, Tenant shall execute and deliver to Landlord such documents as may be reasonably requested by Landlord to confirm the extension of the Lease for the Extension Term in accordance with this Exhibit and the terms and conditions applicable to the Extension Term as provided in this Exhibit.

3. **Grant of Extension Option.** Landlord grants to Tenant the Extension Option based on the character and nature of City of Coral Gables. As such, the Extension Option cannot be transferred. If any assignment of Tenant's interest in the Lease shall occur at any time during the Term or Tenant shall sublease all of the Premises, then the Extension Option shall not pass to any the transferee, assignee or sublessee and, instead, the unexercised Extension Option shall automatically terminate as of the date of the assignment or sublease and shall thereafter be null, void and of no further force or effect.

4. **Time of Essence.** Time of the essence of this Option Rider and all other exhibits to the Lease.