

OFFICE LEASE AGREEMENT

BETWEEN

475 BILTMORE MOB, LLC

AS LANDLORD

AND

CITY OF CORAL GABLES

AS TENANT

DATED

OFFICE LEASE AGREEMENT

This Office Lease Agreement (this “**Lease**”) is entered into as of _____ (the “**Effective Date**”), by and between the Landlord and the Tenant hereinafter named.

BASIC LEASE INFORMATION

Landlord: 475 Biltmore MOB, LLC, a Delaware limited liability company.

Tenant: City of Coral Gables, a Florida municipal corporation.

Premises: Suite Nos. 305 and 306, containing approximately 1,518 net rentable square feet (the “**Premises**”), in the building commonly known as Biltmore Medical Center, containing approximately 53,029 rentable square feet (the “**Building**”) and whose street address is 475 Biltmore Way, Coral Gables, Florida 33134. The Premises are outlined on the plan attached to the Lease as Exhibit A. The land on which the Building is located (the “**Land**”) is described on Exhibit B. The term “**Project**” shall collectively refer to the Building, the Land and the driveways, associated parking facilities, and similar improvements and easements associated with the foregoing or the operation thereof, including without limitation the Common Areas (as defined in Section 7(c)). The term “**Complex**” shall collectively refer to the Building and any other buildings which comprise a multi-building Complex owned by Landlord, if applicable.

Term: Thirty-Eight (38) months commencing on the Commencement Date (as hereinafter defined) and ending at 5:00 p.m. local time on the last day of the Thirty-Eighth (38th) full calendar month following the Commencement Date, subject to adjustments and earlier termination as provided in this Lease.

Commencement Date: The earlier of (i) the date that Tenant substantially completes the Tenant Improvements; or (ii) one hundred twenty (120) days following the Effective Date.

As used herein, “substantial completion” (or any grammatical variation thereof) shall mean completion of construction of the Tenant Improvements, subject only to punchlist items to be identified by Landlord and Tenant in a joint inspection of the Premises prior to Tenant's occupancy of the Premises.

Base Rent: Base Rent shall be the following amounts for the following periods of time:

Lease Month	Approx. Annual Base Rent Per Rentable Square Foot	Annual Base Rent*	Monthly Base Rent*
1-12	\$45.50**	\$57,557.50**	\$5,755.75**
13-24	\$46.87	\$71,141.07	\$5,928.42
25-36	\$48.27	\$73,275.30	\$6,106.28
37-38	\$49.72	\$12,578.93(partial)	\$6,289.46

* Plus all applicable sales and use tax.

****Notwithstanding anything set forth in this Lease to the contrary and as a material term of inducement for Tenant's execution of this Lease, Base Rent shall be abated for the first (1st) and second (2nd) months of the Term (the "Abatement Period"). All of the foregoing Base Rent abatement is conditioned upon Tenant not being more than five (5) days late in the payment of Rent three (3) or more times in any 12-month period during the Term. If Tenant is more than five (5) days late in the payment of Rent three (3) or more times in any 12-month period during the Term, then all abated Base Rent shall immediately become due and payable by Tenant to Landlord; provided, however, that such amount shall be reduced on a straight-line basis by the proportion of the Term that has elapsed since the date that such abated Base Rent shall become due and payable.**

As used herein, the term "**Lease Month**" shall mean each calendar month during the Term (and if the Commencement Date does not occur on the first (1st) day of a calendar month, the period from the Commencement Date to the first (1st) day of the next calendar month shall be included in the first (1st) Lease Month for purposes of determining the duration of the Term and the monthly Base Rent rate applicable for such partial month).

After Hours Rent:	After Hours Rent shall be [\$] per month and shall be payable as Additional Rent.
Rent:	Base Rent, After Hours Rent, Additional Rent, Taxes and Insurance (each as defined in <u>Exhibit C</u> hereto), and all other sums that Tenant may owe to Landlord or otherwise be required to pay under the Lease.
Security Deposit:	None.
Tenant Improvements:	See <u>Exhibit D</u> .
Permitted Use:	Premises shall be used as general office, together with uses ancillary thereto, consistent with other office space operated and managed by Tenant in the Coral Gables, Florida area.
Tenant's Proportionate Share:	A percentage obtained by dividing (a) the number of rentable square feet in the Premises as stated above by (b) the rentable square feet in the Building, Complex, and/or Project at the time a respective charge was incurred. Tenant's Proportionate Share shall be adjusted upon any increase or decrease in the rentable square footage of the Premises, Building, Complex and/or Project based on an expansion or contraction in the actual size thereof.
Liability Insurance Amount:	\$2,000,000.
Broker/Agent:	For Landlord – Blanca Commercial Real Estate, Inc. For Tenant – None
Tenant's Address:	CITY OF CORAL GABLES 405 Biltmore Way Suite 100 Coral Gables, Florida 33134 Attn: Cristina Suarez, City Attorney

With a copy to:

HOLLAND & KNIGHT LLP
701 Brickell Ave
Suite 3300
Miami, FL 33131
Attn: Vivian de las Cuevas-Diaz

Landlord's Address: 475 BILTMORE MOB LLC
841 Prudential Drive, Suite 200
Jacksonville, Florida 32207
Attention: Jennifer Ferguson
Telephone: (904) 398-7330
E-mail: jennifer.ferguson@sharedmds.com

Rent Payment: By Wire/ACH:
PNC Bank
249 Fifth Avenue
Pittsburgh, PA 15219
Bank Routing Number: 043000096
Account Number: 1079842466
Account Name: 10151 Enterprises MOB LLC
c/o 475 Biltmore MOB, LLC

The foregoing Basic Lease Information is incorporated into and made a part of this Lease. If any conflict exists between any Basic Lease Information and the following provisions of the Lease, then such following provisions of the Lease shall control.

LEASE PROVISIONS

1. **Definitions and Basic Provisions.** The definitions and basic provisions set forth in the foregoing Basic Lease Information (the “**Basic Lease Information**”) are incorporated herein by reference for all purposes. Additionally, the following terms shall have the following meanings when used in this Lease: “**Affiliate**” means any person or entity which, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with the party in question; “**Building’s Structure**” means the Building’s exterior walls, roof, elevator shafts (if any), footings, foundations, structural portions of load-bearing walls, structural floors and subfloors, and structural columns and beams; “**Building’s Systems**” means the Premises’ and Building’s HVAC, life-safety, plumbing, electrical, and mechanical systems; “**Business Day(s)**” means Monday through Friday of each week, exclusive of Holidays; “**Holidays**” means New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and any other nationally or regionally recognized holiday; “**including**” means including, without limitation; “**Laws**” means all federal, state, and local laws, ordinances, rules and regulations, all court orders, governmental directives, and governmental orders and all interpretations of the foregoing, and all restrictive covenants affecting the Premises, and “**Law**” shall mean any of the foregoing; “**Normal Business Hours**” means 7:00 a.m. to 7:00 p.m. Monday through Friday, 7:00 a.m. to 12:00 p.m. Saturday, and closed Sunday, all exclusive of Holidays; “**Tenant’s Off-Premises Equipment**” means any of Tenant’s equipment or other property that may be located on or about the Project (other than inside the Premises); “**Tenant’s After Hours**” means 7:00 p.m. to 10:00 p.m. on Fridays and Saturdays, 7:30 a.m. to 6:00 p.m. on Sundays, and Holidays; and “**Tenant Party**” means any of the following persons: Tenant; any assignees claiming by, through, or under Tenant; any subtenants claiming by, through, or under Tenant; and any of their respective agents, contractors, employees, and invitees.

2. **Lease Grant.** Subject to the terms of this Lease, Landlord leases to Tenant, and Tenant leases from Landlord, the Premises (as defined in the Basic Lease Information).

3. **Tender of Possession.**

(a) **Delivery.** Subject to Tenant providing a certificate of insurance required under the terms of this Lease, Tenant may take possession of the Premises as of the Effective Date. Landlord shall deliver exclusive possession of the Premises, free, clear and unencumbered of all tenancies and parties in possession, and all keys thereto, in a broom-clean condition to Tenant.

(b) **Premises “AS-IS”.** Subject to the terms and conditions set forth on Exhibit D attached hereto (the “**Tenant Improvements**”), Tenant acknowledges that: (i) it has been advised by Landlord, Landlord’s broker and Tenant’s broker, if any, to satisfy itself with respect to the condition of the Premises (including, without limitation, the Building’s Systems located therein, and the security and environmental aspects thereof) and the present and future suitability of the Premises for Tenant’s intended use; (ii) Tenant has made such inspection and investigation as it deems necessary with reference to such matters as the same relate to Tenant’s occupancy of the Premises; and (iii) neither Landlord nor any of Landlord’s agents has made any oral or written representations or warranties with respect to the condition, suitability or fitness of the Premises other than as may be specifically set forth in this Lease. By executing this Lease, but subject to the terms and conditions hereof including Exhibit D, Tenant shall be deemed to have accepted the Premises in its then “**AS IS**” condition.

4. **Rent.** Tenant shall timely pay to Landlord Rent (as defined in the Basic Lease Information), including the amounts set forth in Exhibit C hereto, without notice, demand, deduction or set-off (except as otherwise expressly provided herein), by electronic funds transfer to bank account instructions provided by Landlord or by good and sufficient check drawn on a national banking association at Landlord’s address provided for in this Lease or as otherwise specified by Landlord in writing and shall be accompanied by all applicable state and local sales or use taxes. Landlord shall endeavor to deliver to Tenant on a monthly basis a statement of Rent due prior to the first day of each calendar month during the Term. The obligations of Tenant to pay Base Rent (as defined in the Basic Lease Information) and other sums to Landlord and the obligations of Landlord under this Lease are independent obligations.

Base Rent, adjusted as herein provided, and After Hours Rent shall be payable monthly in advance. The first (1st) monthly installment of Base Rent and After Hours Rent shall be payable on the thirtieth (30th) day following execution of this Lease, which shall be applied to the month immediately following the Abatement Period; thereafter, Base Rent and After Hours Rent shall be payable on the first (1st) day of each month beginning on the first (1st) day of the fourth (4th) full calendar month of the Term. Payments of Base Rent and After Hours Rent for any partial calendar month at the beginning of the Term shall equal the product of 1/365 (or in the event of a leap year, 1/366) of the annual Base Rent and After Hours Rent in effect during the partial month and the number of days in the partial month, and shall be due on the Commencement Date. Payments of Base Rent and After Hours Rent for any fractional calendar month at the end of the Term shall be similarly prorated. Tenant shall pay Additional Rent, Taxes and Insurance (each as defined in Exhibit C) at the same time and in the same manner as Base Rent. Notwithstanding anything to the contrary contained in this Lease, including Exhibit C, all costs, charges and fees incurred from electricity serving the Premises during Normal Business Hours is included as part of Base Rent and shall not be charged as Operating Costs.

5. **Delinquent Payment; Handling Charges.** All past due payments (other than late charges) required of Tenant hereunder shall bear interest from five (5) calendar days after Landlord's written notice thereof (i.e., the cure period set forth in this Lease for such payments) until paid at the lesser of twelve percent (12%) per annum or the maximum lawful rate of interest (such lesser amount is referred to herein as the "**Default Rate**"); additionally, Landlord, in addition to all other rights and remedies available to it, may charge Tenant a fee equal to five percent (5%) of the delinquent payment to reimburse Landlord for its cost and inconvenience incurred as a consequence of Tenant's delinquency. Any such late charge and interest payment shall be payable as Additional Rent under this Lease, shall not be considered a waiver by Landlord of any default by Tenant hereunder, and shall be payable within ten (10) days following written demand. In no event, however, shall the charges permitted under this Section 5 or elsewhere in this Lease, to the extent they are considered to be interest under applicable Law, exceed the maximum lawful rate of interest.

6. **Intentionally Omitted.**

7. **Services; Utilities; Common Areas.**

(a) **Services.** Landlord shall use all reasonable efforts to furnish to Tenant: (i) water at those points of supply provided for general use of tenants of the Building; (ii) heated and refrigerated air conditioning, as appropriate, at such temperatures and in such amounts consistent with standards for comparable buildings in Coral Gables; (iii) janitorial service to the Common Areas on weekdays, other than Holidays, for Building-standard installations; (iv) elevators for ingress and egress to the floor on which the Premises are located, in common with other tenants, provided that Landlord may limit the number of operating elevators during hours outside of Normal Business Hours, during repairs, and Holidays; (v) intentionally deleted; and (vi) electrical current during Normal Business Hours and Tenant's After Hours for equipment whose electrical energy consumption does not exceed normal office usage (which, for the avoidance of doubt, all standard office equipment, such as computers, printers, copiers, and other customary office machinery are deemed to consume normal office usage). Tenant shall have the right to access the Premises on a 24/7/365-basis during the Term of this Lease. Landlord shall not unreasonably restrict or interfere with Tenant's access to the Premises, except in cases of emergency, compliance with Laws, or necessary repairs that cannot be performed otherwise. If access is denied for more than five (5) Business Days for reasons other than Tenant's default beyond applicable notice and cure periods, Tenant shall be entitled to an equitable abatement of Rent during the period of denied access. If Tenant desires any of the services specified in Section 7(a)(ii) at a time other than Normal Business Hours and Tenant's After Hours, then such services shall be supplied to Tenant upon the written request of Tenant delivered to Landlord before 3:00 p.m. on the Business Day immediately preceding such extra usage, and Tenant shall pay to Landlord the cost of such services within thirty (30) days after Landlord has delivered to Tenant an invoice therefor and supporting documentation if requested by Tenant. To the extent any services outside of Normal Business Hours and Tenant's After Hours are requested by Tenant, such costs actually and reasonably incurred by Landlord in providing utility service to Tenant at a time other than Normal Business Hours and Tenant's After Hours, shall include costs for electricity, water, sewage, water treatment, metering, filtering, and maintenance, as applicable, reasonably allocated by Landlord to Tenant's use of any such utility. Subject to the terms of this Lease, Landlord conceptually approves the installation by Tenant of fiber optic cabling to service the Premises.

(b) **Excess Utility Use.** Landlord shall not be required to furnish electrical current for equipment whose electrical energy consumption exceeds normal office usage (which, for the avoidance of doubt, all standard office equipment, such as computers, printers, copiers, and other customary office machinery are deemed to consume normal office usage). If Tenant's requirements for or consumption of electricity exceed the electricity to be provided by Landlord as described in Section 7(a), Landlord shall make reasonable efforts to supply such service through the then-existing feeders and risers and electrical panels serving the Building and the Premises, and Tenant shall pay to Landlord the cost of such service within thirty (30) days after Landlord has delivered to Tenant an invoice therefor and supporting documentation. Landlord may determine the amount of such additional consumption by any verifiable method, including installation of a separate meter in the Premises installed, maintained, and read by Landlord and all such costs incurred by Landlord in connection with Tenant's additional consumption shall be paid by Tenant in accordance with this Lease. Tenant shall not install any electrical equipment requiring special wiring or requiring voltage in excess of 110 volts unless approved in advance by Landlord, which approval shall not be unreasonably withheld. Tenant shall not install any electrical equipment requiring voltage in excess of Building capacity unless approved in advance by Landlord, which approval may not be unreasonably withheld, conditioned or delayed. The use of electricity in the Premises shall not exceed the capacity of existing feeders and risers and electrical panels to or wiring in the Premises, unless otherwise approved by Landlord pursuant to the preceding sentence. Any risers or wiring required to meet Tenant's excess electrical requirements shall, upon Tenant's written request, be installed by Landlord, and the reasonable, out-of-pocket costs associated therewith shall be paid by Tenant, if, in Landlord's reasonable judgment, the same are necessary and shall not cause permanent damage to the Building or the Premises, cause or create a dangerous or hazardous condition, entail excessive or unreasonable alterations, repairs, or expenses, or interfere with or disturb other tenants of the Building. If Tenant uses machines or equipment in the Premises which affect the temperature otherwise maintained by the air conditioning system or otherwise overload any utility, Landlord may, after advanced written notice to Tenant, install supplemental air conditioning units or other supplemental equipment in the Premises, and the cost thereof, including the reasonable, out-of-pocket cost of installation, operation, use, and maintenance, shall be paid by Tenant to Landlord within thirty (30) days after Landlord has delivered to Tenant an invoice therefor and supporting documentation. Landlord's obligation to furnish services under Section 7(a) shall be subject to the rules and regulations of the supplier of such services and governmental rules and regulations. Landlord may, upon not less than thirty (30) days' prior written notice to Tenant, discontinue any such service to the Premises, provided Landlord first arranges for a direct connection thereof through the supplier of such service and such new service is provided to the Premises prior to the discontinuation of the prior service. Tenant shall, however, be responsible for contracting with the supplier of such service and for paying all deposits for, and costs relating to, such service. Landlord shall use reasonable efforts to restore any service required of it that becomes unavailable; however, such unavailability shall not render Landlord liable for any damages caused thereby, be a constructive eviction of Tenant, constitute a breach of any implied warranty, or entitle Tenant to any abatement of Tenant's obligations hereunder, unless caused by Landlord's gross negligence, willful misconduct, or bad faith.

(c) **Common Areas.** The term "**Common Area**" is defined for all purposes of this Lease as that part of the Project and/or Complex intended for the common use of all tenants, including among other facilities (as such may be applicable to the Complex), the ground floor lobby, elevator lobbies and hallways on multi-tenant floors, parking areas, private streets and alleys, landscaping, curbs, loading areas, sidewalks, malls and promenades (enclosed or otherwise), lighting facilities, drinking fountains, meeting rooms, public toilets, the parking garage, and the like, but excluding: (i) space in buildings (now or hereafter existing) designated for rental for commercial purposes, as the same may exist from time to time; (ii) streets and alleys maintained by a public authority; (iii) areas within the Complex which may from time to time not be owned by Landlord (unless subject to a cross-access agreement benefiting the area which includes the Premises); and (iv) areas leased to a single-purpose user where access is restricted. In addition, although the roof(s) of the building(s) in the Complex is not literally part of the Common Area, it will be deemed to be so included for purposes of: (i) Landlord's ability to prescribe rules and regulations regarding same; and (ii) its inclusion for purposes of Operating Costs reimbursements. Landlord reserves the right to change from time to time the dimensions and location of the Common Area, as well as the dimensions, identities, locations and types of any buildings, signs or other improvements in the Complex, provided that such changes do not unreasonably interfere with Tenant's use or operation of, or access to, the Premises. For example, and without limiting the generality of the immediately preceding sentence, Landlord may from time to time substitute for any parking area other areas reasonably accessible to the tenants of the Building or Complex, as applicable, which areas may be elevated, surface or underground, so long as at all times such new parking areas conform to the terms

and conditions set forth in this Lease with respect thereto, including the number of spaces allocable to the Premises and the location of such parking spaces. Tenant, and its employees and customers, and when duly authorized pursuant to the provisions of this Lease, its subtenants, licensees and concessionaires, shall have the non-exclusive right to use the Common Area (excluding roof(s), as constituted from time to time, such use to be in common with Landlord, other tenants in the Building and/or Complex, as applicable, and other persons permitted by Landlord to use the same, and subject to rights of governmental authorities, easements, other restrictions of record, and such reasonable rules and regulations governing use as Landlord may from time to time prescribe. For example, and without limiting the generality of Landlord's ability to establish reasonable rules and regulations governing all aspects of the Common Area, Tenant agrees as follows:

(i) Tenant shall not solicit business within the Common Area nor take any action which would interfere with the rights of other persons to use the Common Area.

(ii) Landlord may temporarily close any part of the Common Area for such periods of time as may be necessary to make repairs or alterations or to prevent the public from obtaining prescriptive rights, and provided that except in connection with Landlord's express obligations under this Lease or in the event of an emergency, Tenant, and its employees and invitees, shall have reasonable access to the Premises.

(iii) With regard to the roof(s) of the building(s) in the Project or Complex, as applicable, use of the roof(s) is reserved to Landlord, or with regard to any tenant demonstrating to Landlord's satisfaction a need to use same, to such tenant after receiving prior written consent from Landlord.

8. **Alterations; Repairs; Maintenance; Signs.**

(a) **Alterations.** Tenant shall not make any alterations, additions or improvements to the Premises (collectively, the "**Alterations**") without the prior written consent of Landlord, which shall not be unreasonably withheld, conditioned, or delayed; provided, however, that no consent shall be required for the Alterations located exclusively within the Premises that (i) will not affect the Building's Systems or Building's Structure; (ii) will not cost in excess of Twenty-Five Thousand and 00/100 Dollars (\$25,000.00); (iii) will not require a building permit to undertake; and (iv) do not materially affect the air quality or noise level outside of the Premises (any such minor alteration being a "**Minor Alteration**"); provided, further, however, that Tenant shall provide Landlord fifteen (15) days written notice prior to commencing any Minor Alteration(s) if such Minor Alteration is being performed by a third party. For Alterations that require Landlord's consent hereunder, Tenant shall furnish complete plans and specifications to Landlord for its approval at the time Tenant requests Landlord's consent to any Alterations if the desired Alterations: (i) will affect the Building's Systems or Building's Structure; (ii) will require the filing of plans and specifications with any governmental or quasi-governmental agency or authority; (iii) will cost in excess of Fifty Thousand and 00/100 Dollars (\$50,000.00); or (iv) will require a building permit or similar governmental approval to undertake. Subsequent to obtaining Landlord's consent and prior to commencement of the Alterations, Tenant shall deliver to Landlord any building permit required by applicable Law and a copy of the executed construction contract(s). Landlord agrees to approve or disapprove the Alterations within ten (10) Business Days of delivery of same to Landlord, and to provide specific reasons and instructions regarding any disapproved matters. If Landlord fails to so respond within such ten (10) business day period, and Tenant delivers a second written notice to Landlord conspicuously marked in all caps "TENANT'S PLANS AND SPECIFICATIONS – FINAL NOTICE – FAILURE TO RESPOND SHALL BE DEEMED APPROVAL", and if Landlord does not respond within ten (10) Business Days after such second notice, the Alterations shall be deemed approved by Landlord. Tenant shall reimburse Landlord within ten (10) days after the rendition of an invoice and supporting documentation for all of Landlord's actual out-of-pocket costs incurred in connection with any Alterations, including all management, engineering, outside consulting, and construction fees incurred by or on behalf of Landlord for the review and approval of Tenant's plans and specifications and for the monitoring of construction of the Alterations. If Landlord consents to the making of any Alteration, such Alteration shall be made by Tenant at Tenant's sole cost and expense by a contractor approved in writing by Landlord, which approval shall not be unreasonably withheld, conditioned, or delayed. Tenant shall require its contractor to maintain insurance in such amounts and in such form as Landlord may reasonably require in accordance with the terms of this Lease. Without Landlord's prior written consent, which shall not be unreasonably withheld, conditioned, or delayed, Tenant shall not use any portion of the Common Areas either

within or without the Project or Complex, as applicable, in connection with the making of any Alterations. If the Alterations which Tenant causes to be constructed result in Landlord being required to make any alterations and/or improvements to other portions of the Project or Complex, as applicable, in order to comply with any applicable Laws, then Tenant shall reimburse Landlord within ten (10) days of written demand for all reasonable costs and expenses actually incurred by Landlord in making such required alterations and/or improvements. Any Alterations made by Tenant shall become the property of Landlord upon installation and shall remain on and be surrendered with the Premises upon the expiration or sooner termination of this Lease, unless Landlord requires the removal of such Alterations in a written notice to Tenant when such Alterations are approved by Landlord. If Landlord requires the removal of such Alterations in accordance with the terms hereof, Tenant shall at its sole cost and expense, with all due diligence (but in any event not later than ten (10) days after the expiration or earlier termination of the Lease) remove all or any portion of any Alterations made by Tenant which are designated by Landlord to be removed (including without limitation stairs, bank vaults, and unusual or specialized cabling, if applicable) and repair and restore the Premises in a good and workmanlike manner to substantially the same condition as existed prior to installation of such Alterations, reasonable wear and tear, condemnation and Casualty damage, as to which Section 14 and Section 15 shall control, losses required to be restored by Landlord under this Lease excepted. Tenant shall not be required to remove any typical office improvements, normal wiring, or other Alterations that do not materially affect the Building's Structure or Building's System, except in the case of unusual or specialized improvements (such as vaults or internal staircases) expressly identified by Landlord as removable at the time of approval. All construction work done by Tenant within the Premises shall be performed in a good and workmanlike manner with new materials lien-free and in compliance with all Laws, and in such manner as to cause a minimum of interference with other construction in progress and with the transaction of business in the Project or Complex, as applicable. Tenant agrees to indemnify, defend and hold Landlord harmless against any loss, liability or damage resulting from such work, except to the extent arising from Landlord's gross negligence or willful misconduct. The foregoing indemnity shall survive the expiration or earlier termination of this Lease. Landlord's consent to or approval of any alterations, additions or improvements (or the plans therefor) shall not constitute a representation or warranty by Landlord, nor Landlord's acceptance, that the same comply with sound architectural and/or engineering practices or with all applicable Laws, and Tenant shall be solely responsible for ensuring all such compliance. All voice, data, video, audio and other low voltage control transport system cabling and/or cable bundles installed in the Building by Tenant or its contractor shall be (A) plenum rated and/or have a composition makeup suited for its environmental use in accordance with NFPA 70/National Electrical Code; (B) labeled in (i) the IT closet and wall plate located wholly within the Premises and (ii) the utility entrance located within the ground floor of the Building, with the Tenant's name and origination and destination points; (C) installed in accordance with all EIA/TIA standards and the National Electric Code; (D) installed and routed in accordance with a routing plan showing "as built" or "as installed" configurations of cable pathways, outlet identification numbers, locations of all wall, ceiling and floor penetrations, riser cable routing and conduit routing (if applicable), and such other information as Landlord may reasonably request. The routing plan shall be available to Landlord and its agents at the Building upon request.

(b) **Repairs; Maintenance.**

(i) **By Landlord.** Landlord shall, subject to reimbursement as set forth in Exhibit C, keep and maintain in good repair and working order and make repairs to and perform maintenance upon: (1) structural elements of the Building; (2) any and all portions of the Building's Systems and Building's Structure; provided, however, Tenant shall be responsible for any fire extinguishers, light bulbs, and plumbing fixtures located in the Premises; (3) Common Areas; (4) the roof of the Building; (5) exterior windows of the Building; (6) elevators serving the Building. Landlord shall not be liable for any failure to make any such repairs or to perform any maintenance unless such failure shall persist for more than thirty (30) days after written notice of the need of such repairs or maintenance is given to Landlord by Tenant. If any of the foregoing maintenance or repair is necessitated due to the acts or omissions of any Tenant Party, Tenant shall pay the reasonable and out-of-pocket costs of such repairs or maintenance to Landlord within thirty (30) days after receipt of an invoice and supporting documentation. Except as otherwise expressly set forth in this Lease, Landlord shall not be liable to Tenant for any reasonable and temporary interruption of Tenant's business or inconvenience caused due to any work performed in the Premises or in the Complex pursuant to Landlord's rights and obligations under the Lease. Landlord, at its sole cost and expense, shall be solely responsible for repairing and restoring any damage to the Premises caused by the negligence or willful misconduct of Landlord, its agents, employees, or contractors.

(ii) **By Tenant.** Tenant shall, at its sole cost and expense, promptly perform all maintenance and repairs to the Premises that are not Landlord's express responsibility under this Lease, and shall keep the Premises in good condition and repair, ordinary wear and tear, condemnation and Casualty damage, as to which Section 14 and Section 15 shall control, and losses required to be restored by Landlord under this Lease excepted. Tenant's repair obligations include, without limitation, repairs to: (1) floor covering and/or raised flooring; (2) interior partitions; (3) doors; (4) the interior side of demising walls; (5) electronic, phone and data cabling and related equipment (collectively, "**Cable**") that is installed by or for the benefit of Tenant and located in the Premises or other portions of the Building or Project; (6) any Building's Systems (or portions thereof) or other improvements (or portions thereof) that exclusively serve the Premises and are located within the Premises, excluding the HVAC (provided, however, that Tenant will agree to maintain the HVAC Contract (as defined below), and fire extinguishers, light bulbs, and plumbing fixtures located in the Premises; (7) phone rooms used exclusively by Tenant; (8) Alterations performed by contractors retained by or on behalf of Tenant, including related HVAC balancing; and (9) all of Tenant's furnishings, trade fixtures, equipment and inventory. Landlord reserves the right to require that such obligations be performed by a contractor approved by Landlord, which approval shall not be unreasonably withheld, conditioned, or delayed, at Tenant's expense. All work shall be performed in accordance with the rules and procedures described in Section 8(a). If Tenant fails to make any repairs to the Premises for more than thirty (30) days after written notice from Landlord, or such longer period as may be reasonably required so long as Tenant commences and diligently prosecutes such repair to completion (although notice shall not be required if there is an emergency, or if the area to be repaired is visible from the exterior of the Building), Landlord may, in addition to any other remedy available to Landlord, make the repairs, and Tenant shall pay the reasonable cost of the repairs to Landlord within thirty (30) days after receipt of an invoice and supporting documentation. At the expiration of this Lease, Tenant shall surrender the Premises in good condition, and further excepting reasonable wear and tear, condemnation and Casualty damage, as to which Section 14 and Section 15 shall control, and losses required to be restored by Landlord under this Lease. All personal property of Tenant, including goods, wares, merchandise, inventory, trade fixtures and other personal property of Tenant, shall be stored at the sole risk of Tenant. Unless due to Landlord's or its agent's gross negligence or willful misconduct, Landlord or its agents shall not be liable for any loss or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water or rain which may leak from any part of the Complex or from the pipes, appliances or plumbing works therein or from the roof, street or subsurface or from any other places resulting from dampness or any other cause whatsoever, or from the act or negligence of any other tenant or any officer, agent, employee, contractor or guest of any such tenant. It is generally understood that mold spores are present essentially everywhere and that mold can grow in most any moist location. Emphasis is properly placed on prevention of moisture and on good housekeeping and ventilation practices. Tenant acknowledges the necessity of housekeeping, ventilation, and moisture control (especially in kitchens, janitor's closets, bathrooms, break rooms and around outside walls) for mold prevention. In signing this Lease, Tenant has first inspected the Premises and certifies that it has not observed mold, mildew or moisture within the Premises. Tenant agrees to promptly notify Landlord if it observes mold/mildew and/or moisture conditions (from any source, including leaks), and allow Landlord to evaluate and make recommendations and/or take appropriate corrective action. Tenant relieves Landlord from any liability for any bodily injury or damages to property caused by or associated with moisture or the growth of or occurrence of mold or mildew on the Premises, except to the extent arising from sources or conditions resulting from Landlord's gross negligence or willful misconduct. In addition, execution of this Lease constitutes acknowledgement by Tenant that control of moisture and mold prevention are integral to its Lease obligations to the extent such moisture and mold prevention refers to actions taken by Tenant within the Premises. Tenant shall adopt and implement the moisture and mold control guidelines set forth on Exhibit J attached hereto. As a part of Tenant's obligations hereunder, Tenant shall contract with an HVAC maintenance company ("**HVAC Contract**") approved in advance by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed, for the periodic inspection, servicing, and routine maintenance of all heating, ventilating and air conditioning equipment exclusively serving the Premises in compliance with the manufacturers recommended guidelines (i.e., inspection and tune-up service, lubrication service, filter replacement, etc., as applicable). Upon request, Tenant shall provide Landlord with reasonable documentation showing that Tenant has properly maintained any such HVAC unit(s) in accordance with the terms of this Lease.

(iii) **Performance of Work.** All work described in this Section 8 shall be performed only by contractors and subcontractors approved in writing by Landlord prior to their retention by Tenant, which approval shall not be unreasonably withheld, conditioned, or delayed. Tenant shall cause all contractors and

subcontractors to procure and maintain insurance coverage against such risks, in such amounts, and with such companies as Landlord may reasonably require, but in no event less than: (i) Commercial General Liability insurance on an occurrence basis in amounts not less than \$2,000,000 (\$1,000,000 of which may be in excess umbrella coverage) naming Landlord, Landlord's property management company and JDS Real Holdings, LLC, a Delaware limited liability company ("**Parent Company**") as additional insureds; (ii) workers' compensation insurance in amounts required by statute; and (iii) Business Automobile Liability insurance on an occurrence basis in amounts not less than \$1,000,000. Tenant shall provide Landlord with insurance certificates for such contractors and subcontractors prior to commencement of any work. Tenant shall provide Landlord with the identities, mailing addresses and telephone numbers of all persons performing work or supplying materials prior to beginning such construction and Landlord may post on and about the Premises notices of non-responsibility pursuant to applicable Laws. All such work shall be performed in accordance with all Laws and in a good and workmanlike manner so as not to damage the Building (including the Premises, the Building's Structure and the Building's Systems). Any work that may affect the Building's Structure, the Building's, Systems, or roof shall be performed by contractors reasonably approved by Landlord, which approval shall not be unreasonably withheld, conditioned, or delayed.

(c) **Mechanic's Liens.** All work performed, materials furnished, or obligations incurred by or at the request of a Tenant Party shall be deemed authorized and ordered by Tenant only, and Tenant shall not permit any mechanic's liens to be filed against the Premises or the Project in connection therewith. At Landlord's written request, Tenant shall deliver to Landlord final lien waivers (to the extent applicable and reasonably available) from all contractors, subcontractors and materialmen who performed such work. If such a lien is filed, then Tenant shall, within thirty (30) days after Landlord has delivered written notice of the filing thereof to Tenant (or such earlier time period as may be necessary to prevent the forfeiture of the Premises, Project or any interest of Landlord therein or the imposition of a civil or criminal fine with respect thereto), either: (1) pay the amount of the lien and cause the lien to be released of record; or (2) diligently contest such lien and deliver to Landlord a bond or other security reasonably satisfactory to Landlord. If Tenant fails to timely take either such action, then Landlord may pay the lien claim, and any amounts so paid, including expenses and interest accrued thereon, shall be paid by Tenant to Landlord within ten (10) days after Landlord has invoiced Tenant therefor together with supporting documentation. Landlord and Tenant acknowledge and agree that their relationship is and shall be solely that of "landlord-tenant" (thereby excluding a relationship of "owner-contractor," "owner-agent" or other similar relationships). Accordingly, all materialmen, contractors, artisans, mechanics, laborers and any other persons now or hereafter contracting with Tenant, any contractor or subcontractor of Tenant or any other Tenant Party for the furnishing of any labor, services, materials, supplies or equipment with respect to any portion of the Premises, at any time from the date hereof until the end of the Term, are hereby charged with notice that they look exclusively to Tenant to obtain payment for same. Nothing herein shall be deemed a consent by Landlord to any liens being placed upon the Premises, Project or Landlord's interest therein due to any work performed by or for Tenant or deemed to give any contractor or subcontractor or materialman any right or interest in any funds held by Landlord to reimburse Tenant for any portion of the cost of such work. Tenant shall indemnify, defend and hold harmless Landlord, its property manager, Parent Company, any subsidiary or affiliate of the foregoing, and their respective officers, directors, shareholders, partners, employees, managers, contractors, attorneys and agents (collectively, the "**Indemnitees**") from and against all claims, demands, causes of action, suits, judgments, damages (but excluding consequential, special, and punitive damages) and expenses (including reasonable attorneys' fees) in any way arising from or relating to the failure by any Tenant Party to pay for any work performed, materials furnished, or obligations incurred by or at the request of a Tenant Party, except to the extent such claims arise from the gross negligence or willful misconduct of any Indemnatee. The foregoing indemnity shall survive termination or expiration of this Lease.

(d) **Signs.** Landlord, at Landlord's sole cost and expense, shall provide Tenant with Building standard lobby directory signage. Tenant may, at Tenant's sole cost and expense, and subject to the terms of the Lease, display Building standard signage upon the entry of the Premises. Except as expressly set forth above, Tenant shall not place or permit to be placed any signs upon: (i) the roof of the Building; or (ii) the Common Areas; or (iii) any area visible from the exterior of the Premises, without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. Tenant shall comply with such reasonable regulations as may from time to time be promulgated by Landlord governing signs, advertising material or lettering of all tenants in the Project or Complex, as applicable. Tenant, upon vacation of the Premises, or the removal or alteration of its sign for any reason, shall be responsible for the repair, painting or replacement of the Building fascia surface or other portion

of the Building where signs are attached to a condition consistent with the surrounding area. If Tenant fails to do so, Landlord may have the sign removed and the reasonable cost of removal plus an administrative fee not to exceed five percent (5%) shall be payable by Tenant within ten (10) days of invoice and reasonable supporting documentation.

9. **Use.** Tenant shall continuously occupy and use the Premises only for the Permitted Use (as set forth in the Basic Lease Information) and shall comply with all Laws relating to the use, condition, access to, and occupancy of the Premises and will not commit waste, overload the Building's Structure or the Building's Systems or subject the Premises to any use that would damage the Premises. Tenant, at its sole cost and expense, shall obtain and keep in effect during the term, all permits, licenses, and other authorizations necessary to permit Tenant to use and occupy the Premises for the Permitted Use in accordance with applicable Law. Notwithstanding anything in this Lease to the contrary, as between Landlord and Tenant: (a) Tenant shall bear the risk of complying with Title III of the Americans With Disabilities Act of 1990, any state laws governing handicapped access or architectural barriers, and all rules, regulations, and guidelines promulgated under such laws, as amended from time to time (the "**Disabilities Acts**") in the Premises; provided, however, that Tenant shall not be responsible to make any Alterations to the Premises to comply with Disabilities Acts unless required as a direct result of Tenant's specific use of the Premises (as opposed to mere occupancy) or Alterations by Tenant; and (b) Landlord shall bear the risk of complying with the Disabilities Acts in the Common Areas (subject to reimbursement as set forth in **Exhibit C**), other than compliance that is necessitated by the Tenant's specific use of the Premises for other than the Permitted Use (rather than mere occupancy) or as a result of any alterations or additions made by Tenant (which corrective costs, risk and responsibility shall be borne by Tenant). Tenant shall not use any substantial portion of the Premises for a "call center", any other telemarketing use, or any credit processing use. In addition, the Premises shall not be used for any purpose which creates strong, unusual, or offensive odors, fumes, dust or vapors; which emits noise or sounds that are objectionable due to intermittence, beat, frequency, shrillness, or loudness; which is associated with indecent or pornographic matters; or which involves political or moral issues (such as abortion issues). Tenant shall conduct its business and control each other Tenant Party so as not to create any unreasonable nuisance or unreasonably interfere with other tenants or Landlord in its management of the Building. Tenant shall not knowingly conduct or permit to be conducted in the Premises any activity, or place any equipment in or about the Premises or the Building, which will invalidate the insurance coverage in effect or materially increase the rate of fire insurance or other insurance on the Premises or the Building. If any invalidation of coverage or material increase in the rate of fire insurance or other insurance occurs and is reasonably determined by the applicable insurance carrier to be due to activity conducted from the Premises, or any act or omission by Tenant, or its agents, employees, representatives, or contractors, such statement or threat shall be conclusive evidence that the increase in such rate is due to such act of Tenant or the contents or equipment in or about the Premises, and, as a result thereof, Tenant shall be liable for such increase and such increase shall be considered Additional Rent payable with the next monthly installment of Base Rent due under this Lease, and Landlord's acceptance of such amounts shall not waive any of Landlord's other rights. In no event shall Tenant introduce or permit to be kept on the Premises or brought into the Building any dangerous, noxious, radioactive or explosive substance.

10. **Assignment and Subletting.**

(a) **Transfers.** Tenant shall not, without the prior written consent of Landlord, which shall not be unreasonably withheld, conditioned, or delayed: (1) assign, transfer, or encumber this Lease or any estate or interest herein, whether directly or by operation of law; (2) permit any other entity to become Tenant hereunder by merger, consolidation, or other reorganization; (3) if Tenant is an entity other than a corporation whose stock is publicly traded, permit the transfer of an ownership interest in Tenant so as to result in a change in the current control of Tenant; (4) sublet any portion of the Premises; (5) grant any license, concession, or other right of occupancy of any portion of the Premises; or (6) permit the use of the Premises by any parties other than Tenant, any Tenant Party, including employees, agents, contractors, and invitees, or an Affiliate (any of the events listed in **Section 10(a)(1)** through **Section 10(a)(6)** being a "**Transfer**"). Notwithstanding the foregoing, without Landlord's prior written consent, any Affiliate of Tenant may occupy, use or otherwise benefit from the Premises, and may accept an assignment or transfer of the Lease, provided that Tenant remains primarily liable and Tenant provides Landlord with an executed copy of such assignment no later than ten (10) days prior to the effective date of such assignment (each a "**Permitted Transfer**").

(b) **Consent Standards.** Landlord shall not unreasonably withhold or delay its consent to any assignment or subletting of the Premises, provided that Tenant is not then in default under the Lease beyond all applicable notice and cure periods. Without limiting the foregoing, if the proposed transferee: (1) is not creditworthy; (2) will use the Premises for anything other than the Permitted Use (thus, excluding without limitation, uses for credit processing and telemarketing) or will use the Premises in any manner that would conflict with any exclusive use agreement or other similar agreement entered into by Landlord with any other tenant of the Project or Complex, as applicable; (3) is another existing tenant of the Building or Complex, as applicable; and (4) is a person or entity with whom Landlord is then, or has been within the six-month period prior to the time Tenant seeks to enter into such assignment or subletting, negotiating to lease space in the Building or Complex, as applicable, or any Affiliate of any such person or entity (all of the foregoing Section 10(b)(1) through Section 10(b)(4) being deemed reasonable bases for withholding consent).

(c) **Request for Consent.** If Tenant requests Landlord's consent to a Transfer, then, at least thirty (30) days prior to the effective date of the proposed Transfer, Tenant shall provide Landlord with a written description of all terms and conditions of the proposed Transfer, copies of the proposed pertinent documentation, and the following information about the proposed transferee: name and address; reasonably satisfactory information about its business and business history; its proposed use of the Premises; and its banking, financial, and other credit information reasonably requested by Landlord to determine the proposed transferee's creditworthiness and to the extent available to Tenant. Concurrently with Tenant's notice of any request for consent to a Transfer, Tenant shall pay to Landlord a fee of \$500 to defray Landlord's expenses in reviewing such request, and Tenant shall also reimburse Landlord promptly upon written request for its reasonable attorneys' fees incurred in connection with considering any request for consent to a Transfer.

(d) **Conditions to Consent.** If Landlord consents to a proposed Transfer, then the proposed transferee shall deliver to Landlord a written agreement whereby it expressly assumes Tenant's obligations hereunder; however, any transferee of less than all of the space in the Premises shall be liable only for obligations under this Lease that are properly allocable to the space subject to the Transfer for the period of the Transfer. No Transfer shall release Tenant from its obligations under this Lease, but rather Tenant and its transferee shall be jointly and severally liable therefor. Landlord's consent to any Transfer shall not be deemed consent to any subsequent Transfers. If an Event of Default occurs while the Premises or any part thereof are subject to a Transfer, then Landlord, in addition to its other remedies, may collect directly from such transferee all rents becoming due to Tenant and apply such rents against Rent. Tenant authorizes its transferees to make payments of rent directly to Landlord upon receipt of notice from Landlord to do so following the occurrence and continuation of an Event of Default hereunder. In all events, it is understood and agreed that all rents paid to Tenant by an assignee or subtenant shall be received by Tenant in trust for Landlord and shall be forwarded to Landlord without offset or reduction of any kind (except as expressly set forth in this Lease). Tenant shall pay for the cost of any demising walls or other improvements necessitated by a proposed subletting or assignment (provided that the foregoing shall not waive any approval right that Landlord may have with respect to such improvements pursuant to another provision of this Lease).

(e) **Attornment by Subtenants.** Each sublease by Tenant hereunder shall be subject and subordinate to this Lease and to the matters to which this Lease is or shall be subordinate, and each subtenant by entering into a sublease is deemed to have agreed that in the event of termination, re-entry or dispossession by Landlord under this Lease, Landlord may, at its option, either terminate the sublease, or take over all of the right, title and interest of Tenant, as sublandlord, under such sublease, and such subtenant shall, at Landlord's option, attorn to Landlord pursuant to the then executory provisions of such sublease, except that Landlord shall not be: (1) liable for any previous act or omission of Tenant under such sublease; (2) subject to any counterclaim, offset or defense that such subtenant might have against Tenant; (3) bound by any previous modification of such sublease or by any rent or additional rent or advance rent which such subtenant might have paid for more than the current month to Tenant, and all such rent shall remain due and owing, notwithstanding such advance payment; (4) bound by any security or advance rental deposit made by such subtenant which is not delivered or paid over to Landlord and with respect to which such subtenant shall look solely to Tenant for refund or reimbursement; or (5) obligated to perform any work in the subleased space or to prepare it for occupancy, and in connection with such attornment, the subtenant shall execute and deliver to Landlord any instruments Landlord may reasonably request to evidence and confirm such attornment. Each subtenant or licensee of Tenant shall be deemed, automatically upon and as a condition of its occupying or using

the Premises or any part thereof, to have agreed to be bound by the terms and conditions set forth in this Section 10(e). The provisions of this Section 10(e) shall be self-operative, and no further instrument shall be required to give effect to this provision.

11. **Insurance; Waivers; Subrogation; Indemnity.**

(a) **Tenant's Insurance.** Effective as of the earlier of: (1) the date Tenant enters or occupies the Premises; or (2) the Commencement Date, and continuing throughout the Term, Tenant shall maintain the following insurance policies:

(i) **Commercial General Liability Insurance** in amounts of no less than \$1,000,000 per occurrence for bodily injury and property damage, \$1,000,000 each person or organization for personal and advertising injury, \$2,000,000 general aggregate, and \$1,000,000 products and completed operations aggregate covering: (A) premises/operations liability, (B) products/completed operations liability, (C) personal and advertising injury liability, and (D) broad form contractual liability. Such policy shall: (1) be primary and non-contributory to any insurance or self-insurance maintained by Tenant, Landlord, Landlord's property management company and Parent Company with respect to the use and occupancy of the Premises including all operations conducted thereon; (2) include severability of interests or cross liability provisions; (3) be endorsed to add Landlord, Landlord's property management company, and Parent Company as additional insureds using Insurance Services Office ("**ISO**") form CG 20 26 07 04 and, where applicable, 20 37 07 04 or substitute equivalent forms approved in writing by Landlord; and (4) insure other activities that the Landlord deems necessary, such as insurance for liquor liability. Limits can be satisfied through the maintenance of a combination of primary and umbrella policies. Tenant may maintain such insurance on a multi-location basis provided that the aggregate limits or sublimits on each policy are dedicated to the Premises and thereby not subject to dilution by claims occurring at other locations.

(ii) **Commercial Property Insurance** covering at full replacement cost value the following property in the Premises: (A) inventory; (B) FF&E (unattached furniture, fixtures, and equipment); (C) alterations, improvements and betterments made by the Tenant including but not necessarily limited to all permanently attached fixtures and equipment; and (D) any other property in which the Tenant retains the risk of loss including electronic data processing equipment, employee personal property or other property owned or leased by Tenant. Such property insurance shall include: (1) coverage against such perils as are commonly included in the special causes of loss form, with no exclusions for wind and hail, vandalism and malicious mischief, and endorsed to add the perils of earthquake, flood, and terrorism; (2) business income coverage providing for the full recovery of loss of rents and continuing expenses on an actual loss sustained basis for a period of not less than 12 months; (3) an "agreed amount" endorsement waiving any coinsurance requirements; and (4) a loss payable endorsement providing that Tenant, Landlord, and Landlord's Mortgagee (as hereinafter defined) shall be a loss payee on the policy with regard to the loss of rents coverage. "**Full replacement value**," as used herein, means the cost of repairing, replacing, or reinstating, including demolishing, any item of property, with materials of like kind and quality in compliance with, (and without, an exclusion pertaining to application of), any law or building ordinance regulating repair or construction at the time of loss and without deduction for physical, accounting, or any other depreciation, in an amount sufficient to meet the requirements of any applicable co-insurance clause and to prevent Tenant from being a co-insurer.

(iii) Intentionally omitted.

(iv) **Workers Compensation Insurance** covering statutory benefits in the state where the Premises is located. This policy shall include "other states" insurance, so as to include all states not named on the declarations page of the insurance policy, except for the monopolistic states. Tenant is required to carry this insurance regardless of eligibility for waiver or exemption of coverage under any applicable state statute. Such insurance shall include an employers liability coverage part with limits that shall be not less than \$1,000,000 each accident for bodily injury by accident and \$1,000,000 each employee and policy limit for bodily injury by disease.

(v) Such other insurance or any changes or endorsements to the insurance required herein, including increased limits of coverage, as Landlord, or any mortgagee or lessor of Landlord, may reasonably require from time to time.

Tenant's commercial general liability insurance and all other insurance policies, where such policies permit coverage for Landlord as an additional insured, shall provide primary coverage to Landlord and shall not require contribution by any insurance maintained by Landlord, when any policy issued to Landlord provides duplicate or similar coverage, and in such circumstance Landlord's policy will be excess over Tenant's policy. Tenant shall furnish to Landlord certificates of such insurance, and where applicable with the additional insured endorsements in forms CG 20 26 07 04 and 20 37 07 04 (or other equivalent forms approved in writing by Landlord), and such other evidence satisfactory to Landlord of the maintenance of all insurance coverages required hereunder at least ten (10) days prior to the earlier of the Commencement Date or the date Tenant enters or occupies the Premises, and at least fifteen (15) days prior to each renewal of said insurance, and Tenant shall obtain a written obligation on the part of each insurance company to notify Landlord at least thirty (30) days before cancellation, non-renewal or a material change of any such insurance policies. All such insurance policies shall be in form, and issued by companies licensed to do business in the state where the Premises is located, rated by AM Best as having a financial strength rating of "A-" or better and a financial size category of "IX" or greater, or otherwise reasonably satisfactory to Landlord. If Tenant fails to comply with the foregoing insurance requirements or to deliver to Landlord the certificates or evidence of coverage required herein, Landlord, in addition to any other remedy available pursuant to this Lease or otherwise, may, but shall not be obligated to, obtain such insurance and Tenant shall pay to Landlord on demand the premium costs thereof. It is expressly understood and agreed that the foregoing minimum limits of liability and coverages required of Tenant's insurance shall not reduce or limit the obligation of the Tenant to indemnify the Landlord as provided in this Lease. All policies required herein shall use occurrence based forms. Any and all of the premiums, deductibles and self-insured retentions associated with the policies providing the insurance coverage required herein shall be assumed by, for the account of, and at the sole risk of Tenant. Deductibles or self-insured retentions may not exceed \$10,000 without the prior written approval of Landlord.

(b) **Landlord's Insurance.** Throughout the Term of this Lease, Landlord shall maintain, as a minimum, the following insurance policies: (1) property insurance for the Building's replacement value (excluding property required to be insured by Tenant, it being agreed that Landlord shall have no obligation to provide insurance for such property), less a commercially-reasonable deductible if Landlord so chooses; and (2) commercial general liability insurance in an amount of not less than \$3,000,000 per occurrence for bodily injury and property damage, \$3,000,000 each person or organization for personal and advertising injury, \$3,000,000 general aggregate, and \$3,000,000 products and completed operations aggregate. Limits can be satisfied through the maintenance of a combination of primary and umbrella policies. Landlord may, but is not obligated to, maintain such other insurance and additional coverages as it may deem necessary. Tenant shall pay its Proportionate Share of the cost of all insurance carried by Landlord with respect to the Project or Complex, as applicable, as set forth on Exhibit C. The foregoing insurance policies and any other insurance carried by Landlord shall be for the sole benefit of Landlord and under Landlord's sole control, and Tenant shall have no right or claim to any proceeds thereof or any other rights thereunder.

(c) **Waiver of Subrogation.** Notwithstanding anything to the contrary herein, to the extent permitted by law and without affecting the coverage provided by insurance required to be maintained hereunder, Landlord and Tenant shall each agree to waive any right to recover against the other party (and the other party's agents, officers, directors and employees) on account of any and all claims it may have against the other party (and the other party's agents, officers, directors and employees) with respect to the insurance actually maintained, or required to be maintained hereunder, under subparagraphs 11(a)(i) through (vi), inclusive, and to the extent proceeds are realized from such insurance coverage that are applied to such claims. Each policy described in this Lease shall contain a waiver of subrogation endorsement that provides that the waiver of any right to recovery shall not invalidate the policy in any way.

(d) **Self-Insurance.** Under Section §768.28 of the Florida Statutes, the state and its agencies and subdivisions may be authorized to be self-insured, enter into risk management programs, or purchase liability insurance for whatever coverage they may choose, or to have any combination thereof, in anticipation of any claim, judgment which they may be liable to pay pursuant to this Section 11. It is understood and agreed that if Tenant is a qualified self-insured governmental entity, then Tenant shall evidence insurance or self-insurance subject to the limitations of liability as set forth under Section §768.28 of the Florida Statutes for any insurance required to be procured and maintained under Section 11 of this Lease.

(e) **Indemnity.** Subject to Section 11(c), Tenant shall indemnify, defend and hold harmless Landlord and the Indemnitees from and against all claims, demands, liabilities, causes of action, suits, judgments, damages (but excluding consequential, special, and punitive damages), and expenses (including reasonable attorneys' fees) and all losses and damages arising from: (1) any injury to or death of any person or the damage to or theft, destruction, loss, or loss of use of any property or inconvenience (a "**Loss**") arising from any occurrence in or any Tenant Party's use of the Premises during the Term, the use of the Common Areas by any Tenant Party during the Term, or the installation, operation, maintenance, repair or removal of any of Tenant's Off-Premises Equipment during the Term; or (2) Tenant's failure to perform its obligations under this Lease beyond all applicable cure and notice periods during the Term. This indemnity shall not apply to the extent that such Loss arises from Landlord's or its agent's, contractor's, or employee's gross negligence, willful misconduct or bad faith. The indemnities set forth in this Section 11(d) shall survive termination or expiration of this Lease and shall not terminate or be waived, diminished or affected in any manner by any abatement or apportionment of Rent under any provision of this Lease. If any proceeding is filed for which indemnity is required hereunder, Tenant agrees, promptly upon written request therefor, to defend Landlord in such proceeding at its sole cost utilizing counsel satisfactory to Landlord in its sole but reasonable discretion. Landlord shall provide reasonable notice of the claim and cooperate in the defense. Notwithstanding anything to the contrary in this Lease, Tenant shall not be liable under or in connection with this Lease for any special, indirect, consequential or punitive damages.

12. **Subordination; Attornment; Notice to Landlord's Mortgagee.**

(a) **Subordination.** This Lease shall be subject and subordinate to any deed of trust, mortgage, or other security instrument (each, as renewed, modified, and/or extended from time to time, a "**Mortgage**"), or any ground lease, master lease, or primary lease (each, as renewed, modified, and/or extended from time to time, a "**Primary Lease**"), that now or hereafter covers all or any part of the Premises (the mortgagee under any such Mortgage, beneficiary under any such deed of trust, or the lessor under any such Primary Lease is referred to herein as a "**Landlord's Mortgagee**"). Any Landlord's Mortgagee may elect at any time, unilaterally, to make this Lease superior to its Mortgage, Primary Lease, or other interest in the Premises by so notifying Tenant in writing. The provisions of this Section shall be self-operative and no further instrument of subordination shall be required; however, in confirmation of such subordination, Tenant shall execute and return to Landlord (or such other party designated by Landlord) within ten (10) days after written request therefor such documentation, in recordable form if required, as a Landlord's Mortgagee may reasonably request to evidence the subordination of this Lease to such Landlord's Mortgagee's Mortgage or Primary Lease (including a subordination, non-disturbance and attornment agreement) or, if the Landlord's Mortgagee so elects, the subordination of such Landlord's Mortgagee's Mortgage or Primary Lease to this Lease.

(b) **Attornment.** Tenant shall attorn to any party succeeding to Landlord's interest in the Premises, whether by purchase, foreclosure, deed in lieu of foreclosure, power of sale, termination of lease, or otherwise, upon such party's request, and shall execute such agreements confirming such attornment as such party may reasonably request.

(c) **Notice to Landlord's Mortgagee.** Tenant shall not seek to enforce any remedy it may have for any default on the part of Landlord without first giving written notice by certified mail, return receipt requested, specifying the default in reasonable detail, to any Landlord's Mortgagee whose address has been given to Tenant, and affording such Landlord's Mortgagee a reasonable opportunity to perform Landlord's obligations hereunder (but in any event no more than the time set forth herein for Landlord's cure period), so long as Tenant has notice of the identity of Landlord's mortgagee and its mailing address.

(d) **Landlord's Mortgagee's Protection Provisions.** If Landlord's Mortgagee shall succeed to the interest of Landlord under this Lease, Landlord's Mortgagee shall not be: (1) liable for any act or omission of any prior lessor (including Landlord); (2) bound by any rent or additional rent or advance rent which Tenant might have paid for more than one (1) month in advance to any prior lessor (including Landlord), and all such rent shall remain due and owing, notwithstanding such advance payment; (3) bound by any security or advance rental deposit made by Tenant which is not delivered or paid over to Landlord's Mortgagee and with respect to which Tenant shall look solely to Landlord for refund or reimbursement; (4) bound by any termination, amendment or modification of

this Lease made without Landlord's Mortgagee's consent and written approval, except for those terminations, amendments and modifications permitted to be made by Landlord without Landlord's Mortgagee's consent pursuant to the terms of the loan documents between Landlord and Landlord's Mortgagee; (5) subject to the defenses which Tenant might have against any prior lessor (including Landlord); and (6) subject to the offsets which Tenant might have against any prior lessor (including Landlord) except for those offset rights which (A) are expressly provided in this Lease, (B) relate to periods of time following the acquisition of the Building by Landlord's Mortgagee, or (C) Tenant has provided written notice to Landlord's Mortgagee and provided Landlord's Mortgagee a reasonable opportunity to cure the event giving rise to such offset event. Landlord's Mortgagee shall have no liability or responsibility under or pursuant to the terms of this Lease or otherwise after it ceases to own an interest in the Building. Nothing in this Lease shall be construed to require Landlord's Mortgagee to see to the application of the proceeds of any loan, and Tenant's agreements set forth herein shall not be impaired on account of any modification of the documents evidencing and securing any loan.

13. **Rules and Regulations.** Tenant shall comply with the reasonable rules and regulations of the Building which are attached hereto as Exhibit E. Landlord may, from time to time, change such rules and regulations for the safety, care, or cleanliness of the Building and related facilities, provided that such changes are applicable to all tenants of the Building, will not unreasonably interfere with Tenant's use of the Premises and are enforced by Landlord in a non-discriminatory manner. Tenant shall be responsible for the compliance with such rules and regulations by each Tenant Party.

14. **Condemnation.**

(a) **Total Taking.** If the entire Building or Premises are taken by right of eminent domain or conveyed in lieu thereof (a "**Taking**"), this Lease shall terminate as of the date of the Taking.

(b) **Partial Taking - Tenant's Rights.** If any part of the Building becomes subject to a Taking and such Taking will prevent or materially interfere Tenant from conducting its business in the Premises in a manner reasonably comparable to that conducted immediately before such Taking for a period of more than ninety (90) days, then Tenant may terminate this Lease as of the date of such Taking by giving written notice to Landlord within thirty (30) days after the Taking, and Rent shall be apportioned as of the date of such Taking. If Tenant does not terminate this Lease, then Rent shall be abated on a reasonable basis as to that portion of the Premises rendered untenable by the Taking. In the event of a temporary Taking affecting the Premises (i.e., less than ninety (90) days), Rent shall be abated equitably during the period of such Taking.

(c) **Partial Taking - Landlord's Rights.** If any material portion, but less than all, of the Building becomes subject to a Taking, and Landlord reasonably determines that such Taking materially impairs the continued operation of the Building as an integrated whole or materially adversely affects Landlord's ability to restore the Building, or if Landlord is required to pay any of the proceeds arising from a Taking to a Landlord's Mortgagee, then Landlord may terminate this Lease by delivering written notice thereof to Tenant within thirty (30) days after such Taking, and Rent shall be apportioned as of the date of such Taking. If Landlord does not so terminate this Lease, then this Lease will continue, but if any portion of the Premises has been taken, Rent shall abate as provided in the last sentence of Section 14(b).

(d) **Award.** If any Taking occurs, then Landlord shall receive the entire award or other compensation for the Land, the Building, and other improvements taken; however, Tenant may separately pursue a claim (to the extent it will not reduce Landlord's award) against the condemnor and receive directly any award or compensation therefrom for the value of Tenant's personal property which Tenant is entitled to remove under this Lease, trade fixtures, moving costs, relocation expenses, loss of business, and other claims or damages it may have.

(e) **Repair.** If the Lease is not terminated, Landlord shall proceed with reasonable diligence and within a reasonable period of time to restore the remaining part of the Premises and the Building substantially to their former condition to the extent feasible to constitute a complete and tenantable Premises and Building; provided, however, that Landlord shall only be required to reconstruct leasehold improvements existing in the Premises as of the date of the Taking, and Tenant shall be required to pay the cost for constructing any elective leasehold

improvements requested by Tenant and approved by Landlord under this Lease. In no event shall Landlord be required to spend more than the condemnation proceeds received by Landlord for such repair. During the period of restoration, Rent shall be equitably abated to the extent Tenant is unable to use the Premises for the Permitted Use. Upon completion of restoration, if the portion of the Premises available for Tenant's use is materially reduced in size or functionality, Rent shall thereafter be equitably adjusted to reflect the reduction. If such restoration is not substantially completed within one hundred eighty (180) days after the date of the Taking, Tenant may, at its option, terminate this Lease upon written notice to Landlord, whereupon Rent shall be apportioned as of the date of the Taking.

15. **Fire or Other Casualty.**

(a) **Repair Estimate.** If the Premises or the Building are damaged by fire or other casualty (a "**Casualty**"), Landlord shall use good faith efforts to deliver to Tenant within sixty (60) days after such Casualty a good faith estimate (the "**Damage Notice**") of the time needed to repair the damage caused by such Casualty.

(b) **Tenant's Rights.** If a material portion of the Premises is damaged by Casualty such that Tenant is prevented from or materially interfered with conducting its business in the Premises in a manner reasonably comparable to that conducted immediately before such Casualty and Landlord reasonably estimates that the damage caused thereby cannot be repaired within one hundred eighty (180) days after the commencement of repairs (the "**Repair Period**"), then Tenant may terminate this Lease by delivering written notice to Landlord of its election to terminate within thirty (30) days after the Damage Notice has been delivered to Tenant, and Rent shall be abated as set forth in Section 15(e) hereunder. Notwithstanding anything to the contrary contained in this Lease, if the Premises is damaged by Casualty within the last twelve (12) months of the Term and Landlord reasonably estimates that the damage caused thereby cannot be repaired within sixty (60) days after the commencement of repairs, Tenant may terminate the Lease by providing written notice of such termination to Landlord within ten (10) Business Days after the occurrence of such Casualty, with such termination becoming effective as of the date of the Casualty.

(c) **Landlord's Rights.** If a Casualty damages the Premises or a material portion of the Building and: (1) Landlord estimates that the damage to the Premises cannot be repaired within the Repair Period; (2) the damage to the Premises exceeds fifty percent (50%) of the replacement cost thereof (excluding foundations and footings), as reasonably estimated by Landlord, and such damage occurs during the last year of the Term; or (3) Landlord is required to pay any insurance proceeds arising out of the Casualty to a Landlord's Mortgagee, then Landlord may terminate this Lease by giving written notice of its election to terminate within thirty (30) days after the Damage Notice has been delivered to Tenant, and Rent shall be abated as set forth in Section 15(e) hereunder.

(d) **Repair Obligation.** If neither party elects to terminate this Lease following a Casualty in accordance with the terms hereof, then Landlord shall, within a reasonable time after such Casualty, begin to repair the Premises and shall proceed with reasonable diligence to restore the Premises to substantially the same condition as they existed immediately before such Casualty. Landlord shall not be required to repair or replace any Alterations within the Premises (which shall be promptly and with due diligence repaired or replaced by Tenant at Tenant's sole cost and expense) or any furniture, equipment, trade fixtures or personal property of Tenant or others in the Premises or the Building, and Landlord's obligation to repair or restore the Premises shall be limited to the extent of the insurance proceeds actually received by Landlord for the Casualty in question. If this Lease is terminated under the provisions of this Section 15, Landlord shall be entitled to the full proceeds allocable to the leasehold improvements existing in the Premises as of the date of the Casualty (and, if Tenant has failed to maintain insurance on such items as required by this Lease, Tenant shall pay Landlord an amount equal to the proceeds Landlord would have received had Tenant maintained insurance on such items as required by this Lease), and Tenant shall be entitled to the full proceeds allocable to its personal property, furniture, trade fixtures, and personal equipment.

(e) **Abatement of Rent.** If the Premises are damaged by Casualty, Rent for the portion of the Premises rendered untenantable for the Permitted Use by the damage shall be abated on a reasonable basis from the date of damage until the completion of Landlord's repairs (or until the date of termination of this Lease by Landlord or Tenant as provided above, as the case may be), except to the extent such Casualty is caused by the gross negligence or willful misconduct of a Tenant Party, in which case, Tenant shall continue to pay Rent without abatement.

16. **Personal Property Taxes.** Tenant shall be liable for all taxes levied or assessed against personal property, furniture, or fixtures placed by Tenant in the Premises or in or on the Building or Project. If any taxes for which Tenant is liable are levied or assessed against Landlord or Landlord's property and Landlord elects to pay the same, or if the assessed value of Landlord's property is increased by inclusion of such personal property, furniture or fixtures and Landlord elects to pay the taxes based on such increase, then Tenant shall pay to Landlord, within thirty (30) days following written request therefor, the part of such taxes for which Tenant is primarily liable hereunder.

17. **Events of Default.** Each of the following occurrences shall be an "**Event of Default**":

(a) **Payment Default.** Tenant's failure to pay Rent within five (5) calendar days after Landlord's written notice thereof.

(b) **Intentionally Deleted.**

(c) **Estoppel.** Tenant fails to provide: (i) any estoppel certificate after Landlord's written request therefor pursuant to Section 28(d), and such failure shall continue for ten (10) calendar days after Landlord's second (2nd) written notice thereof to Tenant.

(d) **Insurance.** Tenant fails to procure, maintain and deliver to Landlord evidence of the insurance policies and coverages as required under Section 11(a) after written request by Landlord and such failure shall continue for ten (10) calendar days after Landlord's second (2nd) written notice thereof to Tenant.

(e) **Mechanic's Liens.** Tenant fails to pay and release of record, or diligently contest and bond around, any mechanic's lien filed against the Premises or the Project for any work performed, materials furnished, or obligation incurred by or at the request of Tenant, within the time and in the manner required by Section 8(c).

(f) **Other Defaults.** Tenant's failure to perform, comply with, or observe any other agreement or obligation of Tenant under this Lease and the continuance of such failure for a period of thirty (30) calendar days or more after Landlord has delivered to Tenant written notice thereof; provided, however, that if the default is of a nature that cannot be cured within such thirty (30) day period, Tenant shall have such additional time as is reasonably necessary to cure such default, so long as Tenant promptly commences the cure and diligently prosecutes the same to completion.

(g) **Insolvency.** The filing of a petition by or against Tenant (the term "**Tenant**" shall include, for the purpose of this Section 17(g), any guarantor of Tenant's obligations hereunder): (1) in any bankruptcy or other insolvency proceeding; (2) seeking any relief under any state or federal debtor relief law; (3) for the appointment of a liquidator or receiver for all or substantially all of Tenant's property or for Tenant's interest in this Lease; or (4) for the reorganization or modification of Tenant's capital structure; however, if such a petition is filed against Tenant, then such filing shall not be an Event of Default unless Tenant fails to have the proceedings initiated by such petition dismissed within sixty (60) calendar days after the filing thereof.

18. **Landlord's Default.** Landlord shall be deemed to be in default of this Lease if Landlord fails to make any repair, or perform any obligation, covenant, or condition that Landlord is required to make under this Lease and Landlord does not cure such default within thirty (30) days after receipt of Tenant's written notice; provided, however, that if the default is of a nature that cannot be cured within such thirty (30) day period, Landlord shall have such additional time as is reasonably necessary to cure such default, so long as Landlord promptly commences the cure and diligently prosecutes the same to completion. In the event of Landlord's default, Tenant may, in addition to any other remedies specified in this Lease, exercise any and all remedies available to Tenant at law or in equity, all of which shall be cumulative and not exclusive, and the exercise of any one remedy shall not preclude the exercise of any other remedy available to Tenant.

19. **Landlord Remedies.** Upon any Event of Default, Landlord may, in addition to all other rights and remedies afforded Landlord hereunder or by law or equity, take any one or more of the following actions:

(a) **Termination of Lease.** Terminate this Lease by giving Tenant written notice thereof, in which event Tenant shall immediately surrender the Premises to Landlord. In the event that Landlord shall elect to so terminate this Lease, then Landlord may recover from Tenant:

(i) The worth at the time of award of any unpaid Rent which had been earned at the time of such termination; plus

(ii) The worth at the time of award of the amount by which the unpaid Rent which would have been earned after termination until the time of award exceeds the amount of such Rent loss which reasonably could have been avoided; plus

(iii) Any other amount necessary to compensate Landlord for all damages proximately caused by Tenant's failure to perform its obligations under this Lease, including all amounts due under Section 20(a); plus

(iv) Such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable state law.

As used in subparagraphs (i) above, the "worth at the time of award" is computed by allowing interest at the Default Rate. As used in subparagraph (ii) above, the "worth at the time of award" is computed by discounting such amount at the discount rate of the Federal Reserve Bank of Atlanta at the time of award plus one percent (1%), less the fair rentable value of the Premises for the balance of the term also computed by discounting such amount at the discount rate of the Federal Reserve Bank of Atlanta at the time of award plus one percent (1%).

Forbearance by Landlord to enforce one or more of the remedies herein provided upon an Event of Default shall not be deemed or construed to constitute a waiver of such default. Tenant hereby waives for Tenant and for all those claiming under Tenant all rights now or hereafter existing to redeem by order or judgment of any court or by any legal process or writ, Tenant's right of occupancy of the Premises after any termination of this Lease.

(b) **Termination of Possession.** Terminate Tenant's right to possess the Premises without terminating this Lease by giving written notice thereof to Tenant, in which event Tenant shall pay to Landlord: (1) all Rent and other amounts accrued hereunder to the date of termination of possession; (2) all amounts due from time to time under Section 20(a); and (3) all Rent and other net sums required hereunder to be paid by Tenant during the remainder of the Term, diminished by any net sums thereafter received by Landlord through reletting the Premises during such period, after deducting all reasonable costs actually incurred by Landlord in reletting the Premises. Any sums due under the foregoing Section 19(b)(3) shall be calculated and due monthly. If Landlord elects to proceed under this Section 19(b), Landlord may remove all of Tenant's property from the Premises and store the same in a public warehouse or elsewhere at the cost of, and for the account of, Tenant, without becoming liable for any loss or damage which may be occasioned thereby. Landlord shall use commercially reasonable and good faith efforts to mitigate its damages and relet the Premises on such terms as Landlord in its sole but reasonable discretion may determine (including a term different from the Term, rental concessions, and alterations to, and improvement of, the Premises); provided, however, Landlord shall not be obligated to expend funds in connection with reletting the Premises, nor to relet the Premises before leasing other portions of the Building or Complex, as applicable, and Landlord shall not be obligated to accept any prospective tenant proposed by Tenant unless such proposed tenant meets all of Landlord's leasing criteria. Landlord shall not be liable for, nor shall Tenant's obligations hereunder be diminished because of, Landlord's failure to relet the Premises or to collect rent due for such reletting provided that Landlord uses commercially reasonable and good faith efforts to relet the Premises pursuant to the terms of this Lease.. Tenant shall not be entitled to the excess of any consideration obtained by reletting over the Rent due hereunder, but any such excess shall be applied to any amounts due by Tenant under this Lease, including under Section 20(a). Reentry by Landlord in the Premises shall not affect Tenant's obligations hereunder for the unexpired Term; rather, Landlord may, from time to time, bring an action against Tenant to collect amounts due by Tenant, without the necessity of Landlord's waiting until the expiration of the Term. Unless Landlord delivers written notice to Tenant expressly stating that it has elected to terminate this Lease, all actions taken by Landlord to dispossess or exclude Tenant from the Premises shall be deemed to be taken under this Section 19(b). If Landlord elects to proceed under

this Section 19(b), it may at any time elect to terminate this Lease under Section 19(a), in which event Tenant shall only be required to make the payments set forth under Section 19(a):

(c) **Continue Lease in Effect.** Landlord may continue the Lease in effect after Tenant's breach and abandonment and recover Rents as they become due if Tenant has the right to sublet or assign the Lease, subject to reasonable limitations; or

(d) **Perform Acts on Behalf of Tenant.** Perform any act Tenant is obligated to perform under the terms of this Lease (and enter upon the Premises in connection therewith if necessary) in Tenant's name and on Tenant's behalf, without being liable for any claim for damages therefor, and Tenant shall reimburse Landlord after written demand for any reasonable expenses which Landlord actually incurs in thus effecting compliance with Tenant's obligations under this Lease (including, but not limited to, collection costs and reasonable legal expenses), plus interest thereon at the Default Rate.

(e) **Attorneys' Fees.** If either Landlord or Tenant brings an action to enforce the terms hereof or declare rights hereunder, the prevailing party in any such action, or appeal thereon, shall be entitled to its reasonable attorneys' fees and court costs to be paid by the losing party as fixed by the court in the same or separate suit, and whether or not such action is pursued to decision or judgment. The reasonable attorneys' fee award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all reasonable attorneys' fees and court costs reasonably incurred.

20. **Payment by Tenant; Non-Waiver; Cumulative Remedies.**

(a) **Payment by Tenant.** Upon the occurrence and continuation of an Event of Default, Tenant shall pay to Landlord all costs actually incurred by Landlord (including court costs and reasonable attorneys' fees and expenses), unless such costs are otherwise incurred as a result of Landlord's gross negligence or willful misconduct, in: (1) obtaining possession of the Premises; (2) removing and storing Tenant's or any other occupant's property; (3) repairing, restoring, altering, remodeling or otherwise putting the Premises into a condition commercially reasonably acceptable to a new tenant; (4) if Tenant is dispossessed of the Premises and this Lease is not terminated, reletting all or any part of the Premises (including brokerage commissions, cost of tenant finish work, and other costs incidental to such reletting); (5) performing Tenant's obligations which Tenant failed to perform; and (6) enforcing its rights, remedies, and recourses arising out of the Event of Default. To the full extent permitted by Law, Landlord and Tenant agree the federal and state courts of the state in which the Premises are located shall have exclusive jurisdiction over any matter relating to or arising from this Lease and the parties' rights and obligations under this Lease. All payments provided for in this Section shall be subject to Landlord's obligation to relet the Premises and mitigate damages as set forth in Section 19(b).

(b) **No Waiver.** Landlord's acceptance of Rent following an Event of Default shall not waive Landlord's rights regarding such Event of Default. No waiver by Landlord of any violation or breach of any of the terms contained herein shall waive Landlord's rights regarding any future violation of such term. Landlord's acceptance of any partial payment of Rent shall not waive Landlord's rights with regard to the remaining portion of the Rent that is due, regardless of any endorsement or other statement on any instrument delivered in payment of Rent or any writing delivered in connection therewith; accordingly, Landlord's acceptance of a partial payment of Rent shall not constitute an accord and satisfaction of the full amount of the Rent that is due.

(c) **Cumulative Remedies.** Any and all remedies set forth in this Lease, to the extent permitted by Laws: (1) shall be in addition to any and all other remedies Landlord may have at law or in equity; (2) shall be cumulative; and (3) may be pursued successively or concurrently as Landlord may elect. The exercise of any remedy by Landlord shall not be deemed an election of remedies or preclude Landlord from exercising any other remedies in the future.

(d) **No Designation.** To the extent allowed by Law, if Tenant is in arrears in payment of Rent, Tenant waives its right, if any, to designate the items to which any payments made by Tenant are to be credited, and

Landlord may apply any payments made by Tenant to such items as Landlord sees fit, irrespective of any designation or request by Tenant as to the items to which any such payments shall be credited.

(e) **No Counterclaims.** To the extent allowed by Law, Tenant shall not interpose any counterclaim (other than a compulsory counterclaim) in any summary proceeding commenced by Landlord to recover possession of the Premises and shall not seek to consolidate such proceeding with any action which may have been or will be brought by Tenant or any other person or entity.

21. **Intentionally Omitted.**

22. **Surrender of Premises.** No act by Landlord shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept a surrender of the Premises shall be valid unless it is in writing and signed by Landlord. At the expiration or termination of this Lease, Tenant shall deliver to Landlord the Premises with all improvements located therein in good repair and condition, free of Hazardous Materials placed on the Premises during the Term by Tenant Parties, broom-clean, reasonable wear and tear (and condemnation and Casualty damage, as to which Section 14 and Section 15 shall control), and losses required to be restored by Landlord under this Lease excepted, and shall deliver to Landlord all keys to the Premises. Provided that Tenant has performed all of its obligations hereunder, Tenant may remove all unattached trade fixtures, furniture, and personal property placed in the Premises or elsewhere in the Building by Tenant (but Tenant may not remove any such item which was paid for, in whole or in part, by Landlord or any wiring or cabling unless Landlord requires such removal). Additionally, if so designated at the time of approval, Tenant shall (not later than ten (10) days after the expiration or earlier termination of the Lease) remove such Alterations and its trade fixtures, personal property, equipment, and furniture (including Tenant's Off-Premises Equipment) as Landlord may request. Landlord may require Tenant to remove any wiring, conduits and cables if such items would interfere with the next tenant's use of the Premises or any future construction. Tenant shall repair all damage caused by such removal. All items not so removed shall, at Landlord's option, be deemed to have been abandoned by Tenant and may be appropriated, sold, stored, destroyed, or otherwise disposed of by Landlord at Tenant's cost without notice to Tenant and without any obligation to account for such items; any such disposition shall not be considered a strict foreclosure or other exercise of Landlord's rights. The provisions of this Section 22 shall survive the expiration or earlier termination of the Lease.

23. **Holding Over.** If Tenant fails to vacate the Premises at the end of the Term, then Tenant shall be a tenant at sufferance and, in addition to all other damages and remedies to which Landlord may be entitled for such holding over: (a) if Landlord has not consented in writing to Tenant holding over, Tenant shall pay, in addition to the other Rent, Base Rent equal to one hundred fifty percent (150%) of the Base Rent payable during the last month of the Term; and (b) Tenant shall otherwise continue to be subject to all of Tenant's obligations under this Lease. The provisions of this Section 23 shall not be deemed to limit or constitute a waiver of any other rights or remedies of Landlord provided herein or at Law. If Tenant fails to surrender the Premises upon the termination or expiration of this Lease, in addition to any other liabilities to Landlord accruing therefrom, Tenant shall protect, defend, indemnify and hold Landlord harmless from all loss, costs (including reasonable attorneys' fees) and liability resulting from such failure, including any claims made by any succeeding tenant founded upon such failure to surrender, and any lost profits to Landlord resulting therefrom. Notwithstanding the foregoing, if Tenant holds over with Landlord's express written consent, then Tenant shall be a month-to-month tenant and Tenant shall pay, in addition to the other Rent, Base Rent equal to one hundred twenty-five percent (125%) of the Base Rent payable during the last month of the Term.

24. **Landlord's Lien.** Landlord waives all statutory and contractual liens or any other so-called "landlord's lien" which it may be entitled to assert against any of Tenant's property as security for the payment of Rent or the performance of any other obligation of Tenant hereunder.

25. **Certain Rights Reserved by Landlord.** Landlord shall have the following rights:

(a) **Building Operations.** To decorate and to make inspections, repairs, alterations, additions, changes, or improvements, whether structural or otherwise, in and about the Project or Complex, as applicable, or any part thereof; to enter upon the Premises during Normal Business Hours or Tenant's After Hours (after giving Tenant

at least twenty-four (24) hours advance written notice thereof, except in cases of real or apparent emergency, in which case no notice shall be required and Landlord can enter the Premises outside of Normal Business Hours and Tenant's After Hours) and, during the continuance of any such work, to temporarily close doors, entryways, public space, and corridors in the Building, provided that Tenant, its employees, agents, and invitees shall have reasonable access to the Premises, subject to the terms of this Lease; to interrupt or temporarily suspend Building services and facilities, so long as such interruption or suspension does not materially interfere with Tenant's or its employees', agents', or invitees' access to and use of the Premises during Normal Business Hours or Tenant's After Hours, except in connection with Landlord's express obligations under this Lease or in the event of an emergency, subject to the terms of this Lease; to change the name of the Building; and to change the arrangement and location of entrances or passageways, doors, and doorways, corridors, elevators, stairs, restrooms, or other public parts of the Building, so long as such interruption or suspension does not materially interfere with Tenant's or its employees', agents', or invitees' access to and use of the Premises during Normal Business Hours and Tenant's After Hours, except in connection with Landlord's express obligations under this Lease or in the event of an emergency;

(b) **Access Control.** To take such reasonable access control measures as Landlord deems advisable (provided, however, that any such access control measures are for Landlord's own protection, and Tenant acknowledges that Landlord is not a guarantor of the security or safety of any Tenant Party and that all such security matters are the responsibility of Tenant); including evacuating the Building for cause, suspected cause, or for drill purposes; temporarily denying access to the Building; and closing the Building after Normal Business Hours and on Sundays and Holidays, subject, however, to Tenant's right to reasonable access to the Premises during Tenant's After Hours and to enter when the Building is closed after Normal Business Hours and Tenant's After Hours under such reasonable regulations as Landlord may prescribe from time to time;

(c) **Repairs and Maintenance.** To enter the Premises at all reasonable hours after giving Tenant at least twenty-four (24) hours advance written notice thereof to perform Landlord's repair and maintenance obligations and rights under the Lease; and

(d) **Prospective Purchasers and Lenders.** To enter the Premises at all reasonable hours after giving Tenant reasonable written notice thereof to show the Premises to prospective purchasers or lenders; and

(e) **Prospective Tenants.** At any time during the last twelve (12) months of the Term (or earlier if Tenant has notified Landlord in writing that it does not desire to renew the Term) or at any time following the occurrence and continuation of an Event of Default, to enter the Premises at all reasonable hours after giving Tenant at least twenty-four (24) hours advance written notice thereof to show the Premises to prospective tenants.

(f) **Premises Access.** Landlord shall retain a key for all of the doors for the Premises, excluding Tenant's vaults, safes and files. Landlord shall have the right to use any and all means to open the doors to the Premises in an emergency in order to obtain entry thereto without liability to Tenant therefor. Any entry to the Premises by Landlord by any of the foregoing means shall not be construed or deemed to be a forcible or unlawful entry into or a detainer of the Premises, or an eviction, partial eviction or constructive eviction of Tenant from the Premises or any portion thereof, and shall not relieve Tenant of its obligations hereunder.

26. **Substitution Space.** Landlord may, at Landlord's sole cost and expense, relocate Tenant within the Building or Complex, as applicable, to space which is comparable in size, utility, layout, access, quality of finishes, and condition to the Premises upon at least ninety (90) days advance written notice. If Landlord relocates Tenant, Landlord shall reimburse Tenant for Tenant's reasonable out-of-pocket expenses for moving Tenant's furniture, equipment, and supplies from the Premises to the relocation space and for reprinting Tenant's stationery of the same quality and quantity as Tenant's stationery supply on hand immediately before Landlord's notice to Tenant of the exercise of this relocation right. In connection with any relocation under this Section, Landlord shall provide Tenant with a tenant improvement allowance or otherwise reimburse Tenant for the reasonable, documented costs incurred for Alterations of the relocation space that are comparable in scope and quality to the improvements in the Premises immediately prior to Landlord's relocation notice. Tenant shall submit to Landlord, within thirty (30) days after completion of such work, copies of all invoices and other documentation reasonably necessary to substantiate such costs, and Landlord shall reimburse Tenant within thirty (30) days after receipt of such documentation. Such allowance

or reimbursement shall be in addition to any moving expenses or stationery reprinting costs payable by Landlord under this Section. Landlord shall use commercially reasonable efforts to minimize disruption with Tenant's operations in the Premises. Upon such relocation, the relocation space shall be deemed to be the Premises and the terms of the Lease shall remain in full force and shall apply to the relocation space. No amendment or other instrument shall be necessary to effectuate the relocation contemplated by this Section; however, if requested by Landlord, Tenant shall execute an appropriate and reasonable amendment memorializing the changes contemplated under this Section within thirty (30) days after Landlord's written request therefor. If the relocation space is smaller in rentable square footage than the original Premises, Rent shall be proportionately reduced based on the ratio that the rentable square footage of the relocation space bears to the rentable square footage of the original Premises, and if the relocation space is larger, Rent shall remain the same.

27. **Hazardous Materials.**

(a) During the term of this Lease, Tenant shall comply with all Environmental Laws (as defined in Section 27(h) below) applicable to the operation or use of the Premises, will cause all other persons occupying or using the Premises to comply with all such Environmental Laws, will promptly pay or cause to be paid all costs and expenses incurred by Tenant reason of such compliance.

(b) Tenant shall not generate, use, treat, store, handle, release or dispose of, or permit the generation, use, treatment, storage, handling, release or disposal of Hazardous Materials (as defined in Section 27(h) hereof) on the Premises, or the Complex, or transport or permit the transportation of Hazardous Materials to or from the Premises or the Complex except for limited quantities of household cleaning products and office supplies used or stored at the Premises and required in connection with the routine operation and maintenance of the Premises, and in compliance with all applicable Environmental Laws.

(c) At any time Landlord receives reasonable evidence that Tenant is in default under this Section 27, Landlord may perform, at Tenant's sole cost and expense, an environmental site assessment report concerning the Premises, prepared by an environmental consulting firm chosen by Landlord, indicating the presence or absence of Hazardous Materials caused or permitted by Tenant and the potential cost of any compliance, removal or remedial action in connection with any such Hazardous Materials on the Premises; provided, however, that such site assessment shall not occur more than once per calendar year, except to the extent Landlord receives written notice of a material breach of Environmental Laws or the generation, use, treatment, storage, or release of Hazardous Materials. Tenant shall grant and hereby grants to Landlord and its agents reasonable access to the Premises and specifically grants Landlord an irrevocable non-exclusive license to undertake such an assessment in accordance with the terms hereof upon at least forty-eight (48) hours' prior written notice; and the cost of such assessment shall be promptly due and payable within thirty (30) days of receipt of an invoice therefor; provided, however, if such assessment demonstrates that Tenant has not caused or permitted any Hazardous Materials in violation of Environmental Laws, Landlord shall bear the cost of such assessment.

(d) Tenant will promptly advise Landlord in writing after Tenant becomes aware of any of the following: (1) any pending or threatened Environmental Claim (as defined in Section 27(h) below) against Tenant relating to the Premises or the Complex; (2) any condition or occurrence on the Premises that (a) results in noncompliance by Tenant with any applicable Environmental Law, or (b) Tenant reasonably believes could form the basis of an Environmental Claim against Tenant or Landlord or the Premises; (3) any condition or occurrence on the Premises that Tenant reasonably believes could cause the Premises to be subject to any restrictions on the ownership, occupancy, use or transferability of the Premises under any Environmental Law; and (4) the actual or anticipated taking of any removal or remedial action by Tenant in response to the actual or alleged presence of any Hazardous Material on the Premises. All such notices shall describe in reasonable detail the nature of the claim, investigation, condition, occurrence or removal or remedial action and Tenant's response thereto. In addition, Tenant will provide Landlord with copies of all material communications regarding the Premises with any governmental agency relating to Environmental Laws, all such communications with any person relating to Environmental Claims, and such detailed reports of any such Environmental Claim as may reasonably be requested by Landlord in writing.

(e) Tenant agrees to indemnify, defend and hold harmless the Indemnitees from and against all obligations (including removal and remedial actions), losses, claims, suits, judgments, liabilities, penalties, damages (but excluding consequential, special, and punitive damages), costs and expenses (including reasonable attorneys' and consultants' fees and expenses) of any kind or nature whatsoever that may at any time be incurred by, imposed on or asserted against such Indemnitees directly or indirectly based on, or arising or resulting from (a) the actual or alleged presence of Hazardous Materials on the Complex which is caused or permitted by Tenant or a Tenant Party, or Tenant's failure to comply with this Section 27, during the Term; and (b) any Environmental Claim relating in any way to Tenant's operation or use of the Premises during the Term (the "**Hazardous Materials Indemnified Matters**"), except to the extent arising from the gross negligence or willful misconduct of Landlord or its agents, employees or contractors. The provisions of this Section 27 shall survive the expiration or sooner termination of this Lease.

(f) To the extent that the undertaking in the preceding paragraph may be unenforceable because it is violative of any law or public policy, Tenant will contribute the maximum portion that it is permitted to pay and satisfy under applicable Law to the payment and satisfaction of all Hazardous Materials Indemnified Matters incurred by the Indemnitees, subject to any limitations set forth herein.

(g) All sums paid and costs incurred by Landlord with respect to any Hazardous Materials Indemnified Matter shall bear interest at the Default Rate from the date so paid or incurred until reimbursed by Tenant, and all such sums and costs shall be due and payable within ten (10) days of written demand.

(h) "**Hazardous Materials**" means: (i) petroleum or petroleum products, natural or synthetic gas, asbestos in any form that is or could become friable, urea formaldehyde foam insulation, and radon gas; (ii) any substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," "contaminants" or "pollutants," or words of similar import, under any applicable Environmental Law; and (iii) any other substance exposure which is regulated by any governmental authority; (b) "**Environmental Law**" means any federal, state or local statute, law, rule, regulation, ordinance, code, policy or rule of common law now or hereafter in effect and in each case as amended, and any judicial or administrative interpretation thereof, including any judicial or administrative order, consent decree or judgment, relating to the environment, health, safety or Hazardous Materials, including without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §§ 9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §§ 1801 et seq.; the Clean Water Act, 33 U.S.C. §§ 1251 et seq.; the Toxic Substances Control Act, 15 U.S.C. §§ 2601 et seq.; the Clean Air Act, 42 U.S.C. §§ 7401 et seq.; the Safe Drinking Water Act, 42 U.S.C. §§ 300f et seq.; the Atomic Energy Act, 42 U.S.C. §§ 2011 et seq.; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. §§ 136 et seq.; the Occupational Safety and Health Act, 29 U.S.C. §§ 651 et seq., applicable to the Premises and/or Tenant; (c) "**Environmental Claims**" means any and all administrative, regulatory or judicial actions, suits, demands, demand letters, claims, liens, notices of non-compliance or violation, investigations, proceedings, consent orders or consent agreements relating in any way to any Environmental Law, including without limitation (i) any and all Environmental Claims by governmental or regulatory authorities for enforcement, cleanup, removal, response, remedial or other actions or damages pursuant to any applicable Environmental Law and (ii) any and all Environmental Claims by any third party seeking damages, contribution, indemnification, cost recovery, compensation or injunctive relief resulting from Hazardous Materials.

28. **Miscellaneous.**

(a) **Landlord Transfer.** Landlord may transfer any portion of the Building and any of its rights under this Lease. If Landlord assigns its rights under this Lease, then Landlord shall thereby be released from any further obligations hereunder arising after the date of transfer, provided that the assignee assumes Landlord's obligations hereunder in writing.

(b) **Landlord's Liability.** The liability of Landlord (and its partners, shareholders or members) to Tenant (or any person or entity claiming by, through or under Tenant) for any default by Landlord under the terms of this Lease or any matter relating to or arising out of the occupancy or use of the Premises and/or other

areas of the Building or Complex shall be limited to Tenant's actual direct, but not consequential (or other speculative), damages therefor and shall be recoverable only from the interest of Landlord in the Building, and Landlord (and its partners, shareholders or members) shall not be personally liable for any deficiency. Additionally, to the extent allowed by Law, Tenant hereby waives any statutory lien it may have against Landlord or its assets, including without limitation, the Building. The provisions of this Section are not designed to relieve Landlord from the performance of any of its obligations hereunder, but rather to limit Landlord's liability in the case of a recovery of a money judgment against Landlord. The foregoing limitation shall not apply to or limit any injunctive or other equitable declaratory or other forms of relief that Tenant may be entitled to, including access, repairs, maintenance, and compliance with applicable Laws.

(c) **Brokerage.** Neither Landlord nor Tenant has dealt with any broker or agent in connection with the negotiation or execution of this Lease, other than as set forth in the Basic Lease Information. Landlord shall pay any such broker pursuant to a separate agreement with the named broker. Tenant shall indemnify, defend and hold Landlord harmless from and against all costs, expenses, reasonable attorneys' fees, liens and other liability for commissions or other compensation claimed by any broker or agent claiming the same by, through, or under Tenant. Landlord shall indemnify, defend and hold Tenant harmless from and against all costs, expenses, reasonable attorneys' fees, liens and other liability for commissions or other compensation claimed by any broker or agent claiming the same by, through, or under Landlord. The foregoing indemnity shall survive the expiration or earlier termination of the Lease.

(d) **Estoppel Certificates.** From time to time, Tenant shall furnish to any party designated by Landlord, within fifteen (15) Business Days after Landlord has made a request therefor, a certificate signed by Tenant confirming and containing such factual certifications and representations as to this Lease as Landlord may reasonably request. Unless otherwise required by Landlord's Mortgagee or a prospective purchaser or mortgagee of the Building, the initial form of estoppel certificate to be signed by Tenant is attached hereto as Exhibit G.

(e) **Notices.** All notices and other communications given pursuant to this Lease shall be in writing and shall be: (1) mailed by first class, United States Mail, postage prepaid, certified, with return receipt requested, and addressed to the parties hereto at the address specified in the Basic Lease Information; (2) hand delivered to the intended addressee; (3) sent by a nationally recognized overnight courier service; or (4) sent by facsimile transmission during Normal Business Hours followed by a copy of such notice sent in another manner permitted hereunder. All notices shall be effective upon the earlier to occur of actual receipt, one (1) Business Day following deposit with a nationally recognized overnight courier service, or three (3) days following deposit in the United States mail. The parties hereto may change their addresses by giving notice thereof to the other in conformity with this provision.

(f) **Separability.** If any clause or provision of this Lease is illegal, invalid, or unenforceable under present or future laws, then the remainder of this Lease shall not be affected thereby and shall remain in full force and effect.

(g) **Amendments; Binding Effect.** This Lease may not be amended except by instrument in writing signed by Landlord and Tenant. No provision of this Lease shall be deemed to have been waived by Landlord unless such waiver is in writing signed by Landlord, and no custom or practice which may evolve between the parties in the administration of the terms hereof shall waive or diminish the right of Landlord to insist upon the performance by Tenant in strict accordance with the terms hereof. The terms and conditions contained in this Lease shall inure to the benefit of and be binding upon the parties hereto, and upon their respective successors in interest and legal representatives, except as otherwise herein expressly provided. This Lease is for the sole benefit of Landlord and Tenant, and, other than Landlord's Mortgagee, no third party shall be deemed a third party beneficiary hereof.

(h) **Quiet Enjoyment.** Provided Tenant has performed all of its obligations hereunder, Tenant shall peaceably and quietly hold and enjoy the Premises for the Term, without hindrance from Landlord or any party claiming by, through, or under Landlord, subject to the terms and conditions of this Lease.

(i) **No Merger**. There shall be no merger of the leasehold estate hereby created with the fee estate in the Premises or any part thereof if the same person acquires or holds, directly or indirectly, this Lease or any interest in this Lease and the fee estate in the leasehold Premises or any interest in such fee estate.

(j) **No Offer**. The submission of this Lease to Tenant shall not be construed as an offer, and Tenant shall not have any rights under this Lease unless Landlord executes a copy of this Lease and delivers it to Tenant.

(k) **Entire Agreement**. This Lease constitutes the entire agreement between Landlord and Tenant regarding the subject matter hereof and supersedes all oral statements and prior writings relating thereto. Except for those set forth in this Lease, no representations, warranties, or agreements have been made by Landlord or Tenant to the other with respect to this Lease or the obligations of Landlord or Tenant in connection therewith. The normal rule of construction that any ambiguities be resolved against the drafting party shall not apply to the interpretation of this Lease or any exhibits or amendments hereto.

(l) **Waiver of Jury Trial**. LANDLORD AND TENANT HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS LEASE OR ANY DOCUMENTS CONTEMPLATED TO BE EXECUTED IN CONNECTION HERewith OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF EITHER PARTY ARISING OUT OF OR RELATED IN ANY MANNER WITH THE PREMISES (INCLUDING WITHOUT LIMITATION, ANY ACTION TO RESCIND OR CANCEL THIS LEASE OR ANY CLAIMS OR DEFENSES ASSERTING THAT THIS LEASE WAS FRAUDULENTLY INDUCED OR IS OTHERWISE VOID OR VOIDABLE). THIS WAIVER IS A MATERIAL INDUCEMENT FOR LANDLORD TO ENTER INTO AND ACCEPT THIS LEASE.

(m) **Governing Law**. This Lease shall be governed by and construed in accordance with the laws of the state in which the Premises are located (the "**State**").

(n) **Recording**. Tenant shall not record this Lease or any memorandum of this Lease without the prior written consent of Landlord, which consent may be withheld or denied in the sole and absolute discretion of Landlord, and any recordation by Tenant shall be a material breach of this Lease. Tenant grants to Landlord a power of attorney to execute and record a release releasing any such recorded instrument of record that was recorded without the prior written consent of Landlord, which power of attorney is coupled with an interest and is non-revocable during the Term. This Section shall not be deemed to affect in any way any public records laws to which Tenant is bound, and Landlord shall have no rights with respect to any exercise of such laws by Tenant or any other third party.

(o) **Joint and Several Liability**. If Tenant is comprised of more than one (1) party, each such party shall be jointly and severally liable for Tenant's obligations under this Lease. All unperformed obligations of Tenant hereunder not fully performed at the end of the Term shall survive the end of the Term, including payment obligations with respect to Rent and all obligations concerning the condition and repair of the Premises.

(p) **Landlord's Fees**. Whenever Tenant requests Landlord to take any action not required of it hereunder or give any consent required or permitted under this Lease, Tenant will reimburse Landlord for Landlord's reasonable, out-of-pocket costs payable to third parties and incurred by Landlord in reviewing the proposed action or consent, including reasonable attorneys', engineers' or architects' fees, within thirty (30) days after Landlord's delivery to Tenant of an invoice of such costs and supporting documentation. Tenant will be obligated to make such reimbursement without regard to whether Landlord consents to any such proposed action.

(q) **Telecommunications**. Tenant and its telecommunications companies, including local exchange telecommunications companies and alternative access vendor services companies, shall have no right of access to and within the Building, for the installation and operation of telecommunications systems, including voice, video, data, Internet, and any other services provided over wire, fiber optic, microwave, wireless, and any other transmission systems ("**Telecommunications Services**"), for part or all of Tenant's telecommunications within the

Building and from the Building to any other location without Landlord's prior written consent, which shall not be unreasonably withheld, conditioned or delayed. All providers of Telecommunications Services shall be required to comply with the rules and regulations of the Building, applicable Laws and Landlord's policies and practices for the Building. Tenant acknowledges that Landlord shall not be required to provide or arrange for any Telecommunications Services and that Landlord shall have no liability to any Tenant Party in connection with the installation, operation or maintenance of Telecommunications Services or any equipment or facilities relating thereto, unless any damage or interruption is caused by Landlord's or its agent's gross negligence or willful misconduct. Tenant, at its cost and for its own account, shall be solely responsible for obtaining all Telecommunications Services.

(r) **Representations and Warranties.**

(i) Tenant represents and warrants to, and covenants with, Landlord that neither Tenant nor any of its respective constituent owners or affiliates currently are, or shall be at any time during the Term hereof, in violation of any laws relating to terrorism or money laundering (collectively, the "**Anti-Terrorism Laws**"), including without limitation Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001 and relating to Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism (the "**Executive Order**") and/or the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 107-56) (the "**USA Patriot Act**").

(ii) Tenant covenants with Landlord that neither Tenant nor any of its respective constituent owners or affiliates is or shall be during the Term hereof a "Prohibited Person," which is defined as follows: (A) a person or entity that is listed in the Annex to, or is otherwise subject to, the provisions of the Executive Order; (B) a person or entity owned or controlled by, or acting for or on behalf of, any person or entity that is listed in the Annex to, or is otherwise subject to the provisions of, the Executive Order; (C) a person or entity with whom Landlord is prohibited from dealing with or otherwise engaging in any transaction by any Anti-Terrorism Law, including without limitation the Executive Order and the USA Patriot Act; (D) a person or entity who commits, threatens or conspires to commit or support "terrorism" as defined in Executive Order § 3(d); (E) a person or entity that is named as a "specially designated national and blocked person" on the then-most current list published by the U.S. Treasury Department Office of Foreign Assets Control at its official website, <http://www.treas.gov/offices/eotffc/ofac/sdn/t11sdn.pdf>, or at any replacement website or other replacement official publication of such list; and (F) a person or entity who is affiliated with a person or entity listed in items (A) through (E), above.

(s) **Authority.** Tenant (if a corporation, partnership or other business entity) hereby represents and warrants to Landlord that Tenant is a duly formed and existing municipal entity qualified to do business in the state in which the Premises are located, that Tenant has full right and authority to execute and deliver this Lease, and that each person signing on behalf of Tenant is authorized to do so.

(t) **Adjacent Excavation.** If an excavation shall be made upon land adjacent to the Building, or shall be authorized to be made, Tenant shall afford the person causing (or authorized to cause) such excavation access to the Premises, upon at least forty-eight (48) hours' prior written notice and during Normal Business Hours, unless otherwise agreed to by Tenant in writing, for the purpose of doing such work as said person shall deem necessary to preserve or protect the Building or any portion thereof from injury or damage and to support the same by proper foundation, in all events without any claim for damages or indemnity against Landlord or diminution or abatement of Rent, unless such access materially interferes with Tenant's access to or use of the Premises.

(u) **On-Site Refueling.** Tenant shall not maintain, repair, or refuel generators, forklifts, trucks or other vehicles or equipment at the Premises or Project.

(v) **List of Exhibits.** All exhibits and attachments attached hereto are incorporated herein by this reference.

Exhibit A -	Outline of Premises
Exhibit B -	Description of the Land

Exhibit C -	Additional Rent, Taxes and Insurance
Exhibit D -	Tenant Improvements
Exhibit E -	Building Rules and Regulations
Exhibit F -	Intentionally Omitted
Exhibit G -	Form of Tenant Estoppel Certificate
Exhibit H -	Renewal Option
Exhibit I -	Intentionally Omitted
Exhibit J -	Moisture and Mold Control Instructions
Exhibit K -	State-Specific Provisions
Exhibit M -	Intentionally Omitted

(v) **Disposal of Medical Waste.** Tenant hereby agrees, at Tenant's sole expense, to dispose of its medical waste, including without limitation radioactive waste, controlled substances, and biohazardous waste (collectively, "**Medical Waste**") in compliance with all federal, state and local laws, rules and regulations relating to the disposal of Medical Waste and to dispose of the Medical Waste in a prudent and reasonable manner. Tenant shall not place any Medical Waste in refuse containers emptied by Landlord's janitorial staff or in the Project's refuse containers.

(w) **Disclaimer.** LANDLORD AND TENANT EXPRESSLY DISCLAIM ANY IMPLIED WARRANTY THAT THE PREMISES ARE SUITABLE FOR TENANT'S INTENDED COMMERCIAL PURPOSE, AND TENANT'S OBLIGATION TO PAY RENT HEREUNDER IS NOT DEPENDENT UPON THE CONDITION OF THE PREMISES OR THE PERFORMANCE BY LANDLORD OF ITS OBLIGATIONS HEREUNDER, AND, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, TENANT SHALL CONTINUE TO PAY THE RENT, WITHOUT ABATEMENT, DEMAND, SETOFF OR DEDUCTION, NOTWITHSTANDING ANY BREACH BY LANDLORD OF ITS DUTIES OR OBLIGATIONS HEREUNDER, WHETHER EXPRESS OR IMPLIED.

(x) **State-Specific Provisions.** The State-Specific provisions set forth on Exhibit K attached hereto are incorporated herein by reference.

(y) **Counterparts and Electronically Signed and/or Transmitted Signatures.** This Lease may be executed in counterparts, and all counterparts together shall be construed as one document. Executed counterparts of this Lease with signatures sent by electronic mail (i.e., in PDF format) or signed electronically via DocuSign may be used in the place of original signatures on this Lease. The parties intend to be bound by the signatures of the electronically mailed or signed signatures and the delivery of the same shall be effective as delivery of an original executed counterpart of this Lease. The parties to this Lease hereby waive any defenses to the enforcement of the terms of this Lease based on the form of the signature, and hereby agree that such electronically mailed or signed signatures shall be conclusive proof, admissible in judicial proceedings, of the parties' execution of this Lease.

29. **Sovereign Immunity.** As a public entity, Tenant may hold sovereign immunity under Applicable Laws, its liability for tort claims (i.e., negligence, etc.) may be limited to certain amounts in certain circumstances, and the officers, employees, and agents of Tenant may not be subject to personal liability, and certain claims Landlord may have against Tenant (other than those claims arising out of Tenant's breach of this Lease) are barred by the Florida Doctrine of Sovereign Immunity. Landlord acknowledges that this Lease in no way estops or affects Tenant's exercise of its regulatory authority and Tenant retains the full extent of its sovereign immunity in relation to the exercise of its regulatory authority.

30. **Public Records Laws.** Records subject to the provisions of Public Records Law, Florida Statutes Chapter 119, shall be kept and maintained in accordance with such Statute. Landlord acknowledges that records and books, not subject to exemption under Chapter 119, may be disclosed and/or produced to third parties by Tenant in accordance with requests submitted under Chapter 119 or court orders without penalty or reprisal to Tenant 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. As a public entity, Tenant may be legally required to

abide by various public records and government in the sunshine laws, including, without limitation, F.S. §§ 119.07, 189.417, and 286.011, as amended. Furthermore, Landlord agrees to cooperate with Tenant in connection with any public records requests or other legal requirements under Section 119.0701 of the Florida Statutes, the requirements of which are incorporated herein by reference.

[Signatures On Next Page]

This Lease is executed on the respective dates set forth below, but for reference purposes, this Lease shall be dated as of the date first above written. If the execution date is left blank, this Lease shall be deemed executed as of the date first written above.

LANDLORD:

475 Biltmore MOB, LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

Execution Date: _____

[Signature Page to Office Lease Agreement]

TENANT:

City of Coral Gables,
a Florida municipal corporation

By: _____

Name: _____

Title: _____

Execution Date: _____

EXHIBIT A

OUTLINE OF PREMISES

The attached floor plan is being included herein for general reference purposes only and without any representation or warranty of any kind with respect to the exact size, location, or configuration of the Premises or with respect to any improvements that may or may not be depicted therein.

EXHIBIT A:

Suite 305 + 306

Suite 305 476 RSF
Suite 306 1,042 RSF
TOTAL 1,518 RSF

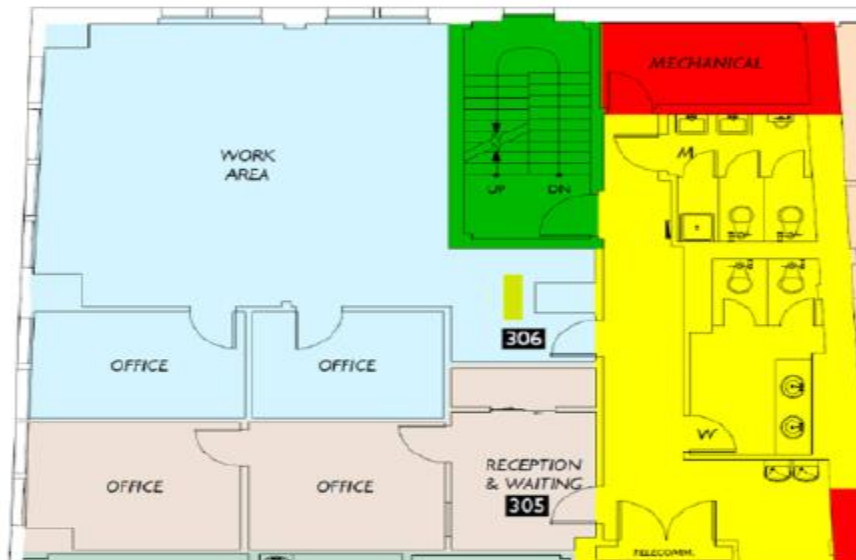


EXHIBIT B

DESCRIPTION OF THE LAND

Lots 20, 21, 22, 23, 24, 25 and 26, Block 4, of CORAL GABLES BILTMORE SECTION, according to the Plat thereof, as recorded in Plat Book 20, Page 28, of the Public Records of Miami-Dade County, Florida.

EXHIBIT C

ADDITIONAL RENT, TAXES AND INSURANCE

1. **Additional Rent.** Tenant shall pay to Landlord the amount (per each rentable square foot in the Premises) ("**Additional Rent**") by which the annual Operating Costs (defined below) per rentable square foot in the Complex exceed the annual Operating Costs (defined below) per rentable square foot in the Complex in calendar year 2026 (the "**Base Year**"). Landlord may make a good faith estimate of the Additional Rent to be due by Tenant for any calendar year or part thereof during the Term. During each calendar year or partial calendar year of the Term, Tenant shall pay to Landlord, in advance concurrently with each monthly installment of Base Rent, an amount equal to the estimated Additional Rent for such calendar year or part thereof divided by the number of months therein. From time to time, Landlord may estimate and re-estimate the Additional Rent to be due by Tenant and deliver a copy of the estimate or re-estimate to Tenant. Thereafter, the monthly installments of Additional Rent payable by Tenant shall be appropriately adjusted in accordance with the estimations so that, by the end of the calendar year in question, Tenant shall have paid all of the Additional Rent as estimated by Landlord. Any amounts paid based on such an estimate shall be subject to adjustment as herein provided when actual Operating Costs are available for each calendar year.

2. **Operating Costs.** The term "**Operating Costs**" shall mean all reasonable out-of-pocket expenses and disbursements (subject to the limitations set forth below) that Landlord incurs in connection with the ownership, operation, and maintenance of the Project or Complex, as applicable, determined in accordance with sound accounting principles consistently applied, including the following costs: (a) wages and salaries of all on-site employees engaged in the management, operation, maintenance or repair of the Project or Complex, as applicable, or the control of access thereto (in each case together with Landlord's reasonable allocation of expenses of off-site employees who perform a portion of their services in connection with the operation, maintenance or repair of the Project or Complex, as applicable, or the control of access thereto), including taxes, insurance and benefits relating thereto; (b) all supplies and materials used in the operation, maintenance, repair and replacement of the Project or Complex, as applicable, or the control of access thereto; (c) costs for improvements made to the Project or Complex, as applicable which, although capital in nature, are (i) expected to reduce the normal operating costs (including all utility costs) of the Project or Complex, as applicable, as amortized using a commercially reasonable interest rate over the useful economic life of the capital improvements, but only to the extent of the actual amount of such cost-savings, as well as (ii) capital improvements made in order to comply with any Law hereafter promulgated by any governmental authority or any interpretation hereafter rendered with respect to any existing Law, as amortized using a commercially reasonable interest rate over the useful economic life of such improvements as determined in accordance with GAAP, as well as (iii) capital improvements necessary for the structural integrity of the Building or necessary to maintain or restore the functionality of the Building Systems for safe and efficient operation, which shall in no event include discretionary or aesthetic improvements, including, but not limited to, decorative finishes, artwork, landscaping enhancements, lobby renovations, branding, or similar non-essential upgrades, as amortized using a commercially reasonable interest rate over the useful economic life of such improvements as determined in accordance with GAAP; (d) cost of all utilities, excluding utilities separately metered and paid directly by Tenant or other tenants in the Complex; (e) repairs, replacements, and general maintenance of the Project or Complex, as applicable; (f) fair market rental and other costs with respect to the management office for the Building or Complex, if any; and (g) service, maintenance and management contracts with independent contractors for the operation, maintenance, management, repair or replacement of the Project or Complex, as applicable, or the control of access thereto. If the Building is part of a Complex, Operating Costs may be prorated among the Project and the other buildings of the Complex, as reasonably and equitably determined by Landlord.

Notwithstanding the foregoing, Operating Costs shall not include costs for: (1) repair, replacements and general maintenance paid by proceeds of insurance, warranties, or by Tenant or other third parties; (2) principal, interest, amortization or other costs associated with any loans to Landlord; (3) depreciation and amortization (except as expressly set forth in the preceding paragraph); (4) leasing commissions, advertising costs, promotional costs and other expenses incurred in connection with the leasing of the Project or obtaining new tenants; (5) legal expenses for services, other than those that benefit the Tenant, as applicable (e.g., tax disputes), which legal expenses shall be limited to reasonable legal expenses; (6) renovating or otherwise improving leased premises of the Project or vacant space in the Project, including for an existing or prospective tenant; (7) Taxes and Insurance which are paid separately pursuant to Sections 3 and 4 below; (8) federal income taxes imposed on or measured by the income of Landlord from the operation of the Project, (9) charitable or political contributions, (10) Landlord's general overhead expenses not

related to the Project, (11) costs incurred due to the violation by Landlord of applicable Laws, except for costs related to compliance with Laws that is permitted to be included in Operating Costs as set forth in the preceding paragraph; (12) interest, penalties or other costs arising out of Landlord's failure to make timely payments of its obligations, (13) damage and repairs necessitated by the gross negligence or willful misconduct of the Landlord or Landlord's employees, contractors, or agents, (14) the cost of any services provided to Tenant or other occupants of the Project for which Landlord is directly reimbursed in a manner separate from a pass-through of Operating Costs, (15) costs for sculpture, paintings, or other works of art, (16) contributions to Operating Cost reserves, (17) expenses for repairs or restoration due to damage by fire, windstorm, casualty or any other insurable occurrence to the extent insurance proceeds have been received therefor, (18) accounting and legal fees relating to the construction, leasing or sale of the Building, Complex and the Project, (19) any amount paid to an entity or individual related to Landlord which exceeds the amount which would be paid for similar goods or services on an arms-length basis between unrelated parties, (20) the cost of correcting defects (latent, patent or otherwise) in the construction of the Building or the Project, (21) cost of any "tap fees," impact fees or any sewer or water connection fees for the benefit of any tenants in the Building or the Project, (22) wages, salaries, fees and fringe benefits of any employee who does not devote substantially all of his/her employed time to the Building, unless such wages and benefits are pro-rated to reflect time spent (as reasonably calculated or estimated by Landlord) on operating and managing the Building vis-à-vis time spent (as reasonably calculated or estimated by Landlord) on matters unrelated to operating and managing the Building, and (23) any and all capital expenses for the Project, Complex, or Building, other than as expressly set forth in this Exhibit.

3. **Taxes.**

Tenant shall also pay Tenant's Proportionate Tax Share (as defined below) of any increase in Taxes for each year and partial year falling within the Term over the Taxes for the Base Year. Taxes for the Base Year shall be the actual tax assessment for the Base Year. Tenant shall pay Tenant's Proportionate Tax Share of Taxes in the same manner as provided above for Tenant's Proportionate Share of Operating Costs. "**Taxes**" shall mean taxes, assessments, and governmental charges or fees whether federal, state, county or municipal, and whether they be by taxing districts or authorities, now existing or subsequently created, and any other taxes and assessments (including non-governmental assessments for common charges under a restrictive covenant or other private agreement that are not treated as part of Operating Costs) now or hereafter attributable to the Tax Parcel (as defined below), excluding, however, penalties and interest thereon and federal and state taxes on income (if the present method of taxation changes so that in lieu of or in addition to the whole or any part of any Taxes, there is levied on Landlord a capital tax directly on the rents received therefrom or a franchise tax, assessment, or charge based, in whole or in part, upon such rents for the building on the Tax Parcel, then all such taxes, assessments, or charges, or the part thereof so based, shall be deemed to be included within the term "Taxes" for purposes hereof). "**Tenant's Proportionate Tax Share**" shall mean a percentage obtained by dividing (a) the number of rentable square feet in the Premises by (b) the rentable square feet in the building commonly known as 495 Biltmore Way, Miami, Florida (i.e., approximately 21,996 rentable square feet) located within Folio No. 03-4117-008-0980 ("**Tax Parcel**").

4. **Insurance.** Tenant shall also pay Tenant's Proportionate Share of any increases in Insurance for each year and partial year falling within the Term over the Insurance for the Base Year. Tenant shall pay Tenant's Proportionate Share of Insurance in the same manner as provided above for Tenant's Proportionate Share of Operating Costs. "**Insurance**" shall mean property, liability and other insurance coverages carried by Landlord, including without limitation deductibles and risk retention programs and an allocation of a portion of the cost of blanket insurance policies maintained by Landlord and/or its affiliates in connection with the Project or Complex, as applicable.

5. **Operating Costs and Tax and Insurance Statement.** By May 1 of each calendar year, or as soon thereafter as reasonably practicable, Landlord shall furnish to Tenant a statement of Operating Costs for the previous year, adjusted as provided in Section 6 of this Exhibit, and of the Taxes and Insurance for the previous year (the "**Operating Costs, Tax and Insurance Statement**"). If Tenant's estimated payments of Operating Costs or Taxes or Insurance under this Exhibit C for the year covered by the Operating Costs, Tax and Insurance Statement exceed Tenant's share of such items as indicated in the Operating Costs, Tax and Insurance Statement, then Landlord shall promptly credit or reimburse Tenant for such excess; likewise, if Tenant's estimated payments of Operating Costs, Taxes or Insurance under this Exhibit C for such year are less than Tenant's share of such items as indicated in the Operating Costs, Tax and Insurance Statement, then Tenant shall promptly pay Landlord such deficiency, provided that Landlord has delivered the same within eighteen (18) months following the end of the applicable calendar year,

and for the final year of the Term, notwithstanding that the Term has expired and Tenant has vacated the Premises. Landlord shall not seek reimbursement for any additional Operating Costs, Taxes, or Insurance for any calendar year following such eighteen (18) month period. Each party shall have the same remedies for a default in the payment of reimbursements provided in this Section.

6. **Gross-Up.** With respect to any calendar year or partial calendar year in which the Building or Complex, as applicable, is not occupied to the extent of ninety-five percent (95%) of the rentable area thereof, or Landlord is not supplying services to ninety-five percent (95%) of the rentable area thereof, the Controllable Operating Costs for such period shall, for the purposes hereof, be increased to the amount which would have been incurred had the Building or Complex, as applicable, been occupied to the extent of ninety-five percent (95%) of the rentable area thereof and Landlord had been supplying services to ninety-five percent (95%) of the rentable area thereof. As used herein, "Controllable Operating Costs" shall mean Landlord's expenses that are within Landlord's direct control, which in no event may include, without limitation, taxes, insurance, utilities, costs incurred to comply with governmental requirements, and other costs beyond the reasonable control of Landlord.

EXHIBIT D

TENANT FINISH WORK: TENANT PERFORMS TENANT IMPROVEMENTS

1. **Acceptance of Premises.** Tenant agrees to accept the Premises in their “AS-IS” state and condition on the date this Lease is entered into, and to complete the construction of the Premises in accordance with this **Exhibit D**. Tenant shall secure Landlord’s prior written approval, not to be unreasonably withheld, conditioned, or delayed, of all designs, plans, specifications, materials and contractors for Tenant’s Work (as defined below). Subject to **Section 6** of this Exhibit, Landlord shall have no obligation to perform any tenant improvement work in the Premises or to fund any such tenant improvements. Prior to any modification of the Premises by or on behalf of Tenant, Tenant shall adhere to the following, Landlord’s construction rules and regulations in effect from time to time, as well as the provisions of **Section 8** of the Lease.

2. **Space Plans.** Landlord and Tenant acknowledge and agree that the depictions of improvements to be installed in the Premises by or on behalf of Tenant (the “**Space Plans**”) have been prepared by or on behalf of Tenant and approved by Landlord prior to each party’s execution of this Lease. The approved Space Plans are attached hereto and made a part hereof as **Exhibit D-1**.

3. **Working Drawings.**

(a) **Preparation and Delivery.** Tenant shall provide to Landlord for its approval final working drawings, prepared by an architect selected by Tenant and approved by Landlord, of all improvements that Tenant proposes to install in the Premises (“**Tenant’s Work**”); such working drawings shall include the partition layout, ceiling plan, electrical outlets and switches, telephone outlets, drawings for any modifications to the mechanical and plumbing systems of the Building, and detailed plans and specifications for the construction of the improvements called for under this Exhibit in accordance with all applicable Laws (the “**Working Drawings**”). Landlord acknowledges and agrees that Tenant’s architect, [Ferguson Glasgow Schuster Soto, Inc.](#), is approved.

(b) **Approval Process.** Landlord shall notify Tenant whether it approves of the submitted Working Drawings within five (5) Business Days after Tenant’s submission thereof. If Landlord disapproves of such Working Drawings, then Landlord shall notify Tenant thereof specifying in reasonable detail the reasonable reasons for such disapproval, in which case Tenant shall, within five (5) Business Days after such notice, revise such Working Drawings in accordance with Landlord’s reasonable objections, to the extent commercially feasible for the Permitted Use and as permitted by Applicable Laws, and submit the revised Working Drawings to Landlord for its review and approval. Landlord shall notify Tenant in writing whether it approves of the resubmitted Working Drawings within five (5) Business Days after its receipt thereof. This process shall be repeated until the Working Drawings have been finally approved by Tenant and Landlord. If Landlord fails to provide its approval or reasonable comments within the foregoing required time periods, Tenant may resubmit the Working Drawings to Landlord with a reminder notice stating, “IF LANDLORD DOES NOT PROVIDES ITS APPROVAL OR REASONABLE COMMENTS WITHIN FIVE (5) BUSINESS DAYS AFTER RECEIPT OF THIS NOTICE, LANDLORD SHALL BE DEEMED TO HAVE APPROVED THE WORKING DRAWINGS”. Landlord’s failure to provide its approval or reasonable comments within such 5-business day period shall be deemed approval of the Working Drawings included with such reminder notice.

4. **Change Orders.** Tenant may make changes to Tenant’s Work. Any material change must receive the prior written approval of Landlord, such approval not to be unreasonably withheld, conditioned or delayed; however: (1) if such requested change would materially adversely affect (in the reasonable discretion of Landlord) (a) the Building’s Structure or the Building’s Systems; or (b) the exterior appearance of the Building, Landlord may withhold its consent in its sole and absolute discretion. Tenant shall, upon completion of Tenant’s Work, furnish Landlord with an accurate architectural “as-built” plan of Tenant’s Work as constructed, which plan shall be incorporated into this Exhibit for all purposes by this reference, as well as a copy of Tenant’s business license, verification that all construction permits are complete and closed, and a certificate of occupancy from the appropriate governmental authority for the Premises. If Tenant requests any changes to Tenant’s Work described in the Space Plans or the Working Drawings, then such increased costs and any additional design costs incurred in connection therewith as the result of any such change shall be added to the Total Construction Costs (as defined below).

5. **Excess Costs.** The entire cost of performing Tenant's Work (including the design of Tenant's Work and the preparation of the Working Drawings, costs of construction labor and materials, electrical usage during construction, additional janitorial services, general tenant signage, related taxes and insurance costs, the construction supervision fee referenced in Section 7 of this Exhibit, and architectural, engineering and permitting fees, all of which costs are herein collectively called the "**Total Construction Costs**"), shall be paid by Tenant, subject to Section 6 of this Exhibit.

6. **Allowance.** Upon and subject to the terms and conditions of this Exhibit, Landlord shall reimburse Tenant for the costs of Tenant's Work; provided, however, Landlord's obligation to reimburse Tenant for Tenant's Work shall be: (i) limited to the lesser of (A) actual Total Construction Costs incurred by Tenant in its construction of Tenant's Work; and (B) an amount up to, but not exceeding, Seven Thousand Five Hundred Ninety and 00/100 Dollars (\$7,590.00), based on \$5.00 per rentable square foot in the Premises (the "**Allowance**"); and (ii) conditioned upon Landlord's receipt of written notice (which notice shall be accompanied by invoices and documentation set forth below) from Tenant that Tenant's Work has been completed and accepted by Tenant. Landlord shall make payment for Tenant's Work (limited as described above) within thirty (30) days following Tenant's delivery to Landlord of: (a) third-party invoices for costs incurred by Tenant in constructing Tenant's Work; (b) evidence that Tenant has paid the invoices for such costs; and (c) unconditional lien waivers and mechanics' lien releases from the general contractor performing Tenant's Work, and from any subcontractor or materialman having a direct contractual relationship with Tenant or Tenant's general contractor and whose contract for labor or materials, as applicable, exceeds Ten Thousand and No/100 Dollars (\$10,000.00), all such waivers and releases to be in the forms prescribed by or otherwise acceptable under State law. All bills for Tenant's Work must be submitted within six (6) months after the date of completion of Tenant's Work. Landlord will make no further payments related to Tenant's Work after such six-month period. Under no circumstances shall Landlord be required to fund any portion of the Allowance when Tenant is in default under the Lease beyond applicable notice and cure periods; provided, however, Landlord's obligation to reimburse Tenant shall revive upon Tenant's cure of such default, so long as the cure occurs within the six-month period.

7. **Construction Management.** Landlord or its affiliate or agent shall supervise Tenant's Work. In consideration for Landlord's construction supervision services, Tenant shall pay to Landlord a construction supervision fee equal to three percent (3%) of the Total Construction Costs (excluding the construction supervision fee) within ten (10) days of completion of Tenant's Work, as evidenced by a copy of Tenant's business license from the appropriate governmental authority for the Premises.

8. **Construction.** Tenant's Work shall be performed in a good and workmanlike manner, and in compliance with all applicable Laws, including the ADA, by a licensed general contractor approved by Landlord in advance in writing, which approval shall not be unreasonably withheld, conditioned or delayed. Tenant shall be solely responsible to obtain all required construction permits. Any roof penetration shall be performed only by Landlord's contractor. The insurance and indemnity provisions of the Lease shall expressly apply during any period of construction. The finished Tenant's Work shall be subject to Landlord's approval and acceptance; provided, however, that if the finished Tenant's Work substantially complies with the Working Drawings and Space Plans, and provided further that Tenant delivers to Landlord a temporary certificate of occupancy from the appropriate governmental authority, Landlord shall approve and accept of the finished Tenant's Work.

EXHIBIT D-1

APPROVED SPACE PLANS

*To be attached prior to execution.

EXHIBIT E

BUILDING RULES AND REGULATIONS

The following rules and regulations shall apply to the Premises, the Building, the parking garage associated therewith, and the appurtenances thereto:

1. Sidewalks, doorways, vestibules, halls, stairways, and other similar areas shall not be obstructed by tenants or used by any tenant for purposes other than ingress and egress to and from their respective leased premises and for going from one to another part of the Building.
2. Plumbing, fixtures and appliances shall be used only for the purposes for which designed, and no sweepings, rubbish, rags or other unsuitable material shall be thrown or deposited therein. Damage resulting to any such fixtures or appliances from misuse by a tenant or its agents, employees or invitees, shall be paid by such tenant.
3. No signs, advertisements or notices (other than those that are not visible outside the Premises) shall be painted or affixed on or to any windows or doors or other part of the Building without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed.
4. Landlord shall provide all door locks in each tenant's leased premises, at the cost of such tenant, and no tenant shall place any additional door locks in its leased premises without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Landlord shall furnish to each tenant a reasonable number of keys to such tenant's leased premises, at such tenant's cost, and no tenant shall make a duplicate thereof.
5. Movement in or out of the Building of furniture or office equipment, or dispatch or receipt by tenants of any bulky material, merchandise or materials which require use of elevators or stairways, or movement through the Building entrances or lobby shall be conducted under Landlord's supervision at such times and in such a manner as Landlord may reasonably require. Each tenant assumes all risks of and shall be liable for all damage to articles moved and injury to persons or public engaged or not engaged in such movement, including equipment, property and personnel of Landlord if damaged or injured as a result of acts in connection with carrying out this service for such tenant, except to the extent caused by Landlord's gross negligence or willful misconduct.
6. Landlord may prescribe weight limitations and determine the locations for safes and other heavy equipment or items, which shall in all cases be placed in the Building so as to distribute weight in a manner acceptable to Landlord, which may include the use of such supporting devices as Landlord may reasonably require. All damages to the Building caused by the installation or removal of any property of a tenant, or done by a tenant's property while in the Building, shall be repaired at the expense of such tenant, unless caused by Landlord's gross negligence or willful misconduct.
7. Corridor doors, when not in use, shall be kept closed. Nothing shall be swept or thrown into the corridors, halls, elevator shafts or stairways. No birds or animals (other than seeing-eye dogs) shall be brought into or kept in, on or about any tenant's leased premises. No portion of any tenant's leased premises shall at any time be used or occupied as sleeping or lodging quarters.
8. Tenant shall not make or permit any vibration or improper, objectionable, or unpleasant noises or odors in the Building or otherwise interfere in any way with other tenants or persons having business with them.
9. No machinery of any kind (other than normal office equipment) shall be operated by any tenant on its leased area without Landlord's prior written consent, nor shall any tenant use or keep in the Building any flammable or explosive fluid or substance (other than typical office supplies [e.g., photocopier toner] used in compliance with all Laws).

10. Landlord will not be responsible for lost or stolen personal property, money or jewelry from tenant's leased premises or public or common areas regardless of whether such loss occurs when the area is locked against entry or not, unless otherwise caused by Landlord's gross negligence or willful misconduct.

11. No vending or dispensing machines of any kind may be maintained in any leased premises without the prior written permission of Landlord, other than those used for Tenant's employees.

12. Tenant shall not conduct any activity on or about the Premises or Building which will draw pickets, demonstrators, or the like.

13. No tenant may enter into phone rooms, electrical rooms, mechanical rooms, or other service areas of the Building unless accompanied by Landlord or the Building manager.

14. Tenant shall not permit its employees, invitees or guests to smoke in the Premises or the lobbies, passages, corridors, elevators, vending rooms, rest rooms, stairways or any other area shared in common with other tenants in the Building. Nor shall the tenant permit its employees, invitees, or guests to loiter at the Building entrances for the purposes of smoking. Landlord may, but shall not be required to, designate an area for smoking outside the Building.

15. Canvassing, soliciting or peddling in or about the Premises or the Property is prohibited and Tenant shall cooperate to prevent same.

16. The Premises shall not be used for any use that is disreputable or may draw protests.

EXHIBIT F

Intentionally Omitted

EXHIBIT G

FORM OF TENANT ESTOPPEL CERTIFICATE

The undersigned is the Tenant under the Lease (defined below) between _____, a _____, as Landlord, and the undersigned as Tenant, for the Premises on the _____ floor(s) of the office building located at _____, _____ and commonly known as _____, and hereby certifies as follows:

1. The Lease consists of the original Office Lease Agreement dated as of _____, 20__ between Tenant and Landlord [‘s predecessor-in-interest] and the following amendments or modifications thereto (if none, please state “none”): _____

_____.

The documents listed above are herein collectively referred to as the “**Lease**” and represent the entire agreement between the parties with respect to the Premises. All capitalized terms used herein but not defined shall be given the meaning assigned to them in the Lease.

2. The Lease is in full force and effect and has not been modified, supplemented or amended in any way except as provided in Section 1 above.

3. The Term commenced on _____, 20__, and the Term expires, excluding any renewal options, on _____, 20__, and Tenant has no option to purchase all or any part of the Premises or the Building or, except as expressly set forth in the Lease, any option to terminate or cancel the Lease.

4. Tenant currently occupies the Premises described in the Lease and Tenant has not transferred, assigned, or sublet any portion of the Premises nor entered into any license or concession agreements with respect thereto except as follows (if none, please state “none”): _____

_____.

5. All monthly installments of Base Rent, all Additional Rent and all monthly installments of estimated Additional Rent have been paid when due through _____. The current monthly installment of Base Rent is \$_____.

6. All conditions of the Lease to be performed by Landlord necessary to the enforceability of the Lease have been satisfied and Landlord is not in default thereunder. In addition, Tenant has not delivered any notice to Landlord regarding a default by Landlord thereunder.

7. As of the date hereof, there are no existing defenses or offsets, or, to the undersigned’s knowledge, claims or any basis for a claim, that the undersigned has against Landlord and no event has occurred and no condition exists, which, with the giving of notice or the passage of time, or both, will constitute a default under the Lease.

8. No rental has been paid more than 30 days in advance and no security deposit has been delivered to Landlord except as provided in the Lease.

9. If Tenant is a corporation, partnership or other business entity, each individual executing this Estoppel Certificate on behalf of Tenant hereby represents and warrants that Tenant is a duly formed and existing entity qualified to do business in the state in which the Premises are located and that Tenant has full right and authority to execute and deliver this Estoppel Certificate and that each person signing on behalf of Tenant is authorized to do so.

10. There are no actions pending against Tenant under any bankruptcy or similar laws of the United States or any state.

11. Other than as approved by Landlord in writing and used in compliance with all applicable laws and incidental to the ordinary course of the use of the Premises, the undersigned has not used or stored any hazardous substances in the Premises.

12. All tenant improvement work to be performed by Landlord under the Lease has been completed in accordance with the Lease and has been accepted by the undersigned and all reimbursements and allowances due to the undersigned under the Lease in connection with any tenant improvement work have been paid in full.

13. This Estoppel Certificate may be executed with signatures sent by electronic mail (i.e., in PDF format) or signed electronically via DocuSign may be used in the place of original signatures on this Estoppel Certificate. The parties intend to be bound by the signatures of the electronically mailed or signed signatures and the delivery of the same shall be effective as delivery of an original executed counterpart of this Estoppel Certificate. The parties to this Estoppel Certificate hereby waive any defenses to the enforcement of the terms of this Estoppel Certificate based on the form of the signature, and hereby agree that such electronically mailed or signed signatures shall be conclusive proof, admissible in judicial proceedings, of the parties' execution of this Estoppel Certificate.

14. Tenant acknowledges that this Estoppel Certificate may be delivered to Landlord, Landlord's Mortgagee or to a prospective mortgagee or prospective purchaser, and their respective successors and assigns, and acknowledges that Landlord, Landlord's Mortgagee and/or such prospective mortgagee or prospective purchaser will be relying upon the statements contained herein in disbursing loan advances or making a new loan or acquiring the property of which the Premises are a part and that receipt by it of this certificate is a condition of disbursing loan advances or making such loan or acquiring such property.

Executed as of _____, 20__.

TENANT:

_____,
a _____

By: _____

Name: _____

Title: _____

EXHIBIT H

RENEWAL OPTION

If no Event of Default remains uncured beyond applicable notice and cure periods at the time of Tenant's exercise of this option, Tenant may renew this Lease for one (1) additional period of three (3) years (the "**Extension Term**"), by delivering written notice (a "**Renewal Notice**") of the exercise thereof to Landlord at least twelve (12) months prior to the expiration of the Term. The Base Rent payable for the first (1st) month during such Extension Term shall be the prevailing rental rate at the commencement of such Extension Term, for renewals of space in the Coral Gables, Florida market of equivalent quality, size, utility and location for the Permitted Use, with the length of the Extension Term and the credit standing of Tenant to be taken into account (the "**Fair Market Rent**"), taking into consideration all concessions, tenant improvement allowances, and other inducements typically provided in comparable market transactions, and increased annually thereafter by three percent (3%) of the prior year's Base Rent. Within thirty (30) days after Landlord's receipt of a Renewal Notice, Landlord shall deliver to Tenant written notice of the Fair Market Rent. Tenant shall, within twenty (20) days after receipt of Landlord's notice, notify Landlord in writing whether Tenant accepts or rejects Landlord's determination of the Fair Market Rent. If Tenant timely notifies Landlord that Tenant accepts Landlord's determination of the Fair Market Rent, or fails to timely object to Landlord's determination of the Fair Market Rent, then the Term of this Lease shall be deemed to be extended to include the Extension Term.

If Tenant rejects Landlord's determination of the Fair Market Rent, and timely notifies Landlord thereof, Landlord and Tenant shall endeavor, in good faith, to reach an agreement on the Fair Market Rent for the Premises for the Extension Term. In the event Landlord and Tenant have not agreed on the Fair Market Rent by the date which is four (4) months prior to the start of the Extension Term, then the Fair Market Rent shall be made by brokers. In such event, within ten (10) days thereafter, each party shall select a qualified commercial real estate broker with at least ten years' experience in leasing property and buildings in the city or submarket in which the Premises are located and shall notify the other party in writing of such selection. If a party fails to select a broker within the aforementioned 10-day period, then such party shall have the right to cure such failure by selecting a broker meeting the qualifications of this Exhibit within five (5) days after such party's receipt of the other party's broker selection notice. The two brokers shall give their opinion of prevailing rental rates within 20 days after their retention. In no event, however, shall the Base Rent in the renewal term be less than the then current Base Rent rate per rentable square foot in effect hereunder. In the event the opinions of the two brokers differ and, after good faith efforts over the succeeding 20-day period, they cannot mutually agree, then (i) if the difference between the two determinations is less than five percent (5%) of the lower determination, then the average of the two determinations shall be deemed to constitute such Fair Market Rent; or (ii) if the difference between the two determinations is equal to or greater than five percent (5%) of the lower determination, then the two brokers shall jointly select a third independent broker with the qualifications specified above. Within fifteen (15) days after such third broker has received the determinations of Fair Market Rent and related materials from the two brokers, such third broker shall select only one of the determinations of the first two brokers, which selected broker's determination of Fair Market Rent (the "**Prevailing Broker**") shall constitute the Fair Market Rent under this Lease. Such third broker shall not have the right to vary or modify the determinations of the brokers selected by Landlord and Tenant (other than clear manifest error). Each party shall pay its own costs for its initial real estate broker. If a third broker is engaged hereunder, such broker shall be paid by the party that did not engage the Prevailing Broker (i.e., the party that engaged the broker with the determination of Fair Market Rent that was not selected by the third broker). The parties shall immediately execute an amendment as set forth below.

Upon the determination of the Fair Market Rent under this Exhibit, Landlord and Tenant shall execute an amendment to this Lease extending the Term on the same terms provided in this Lease, except as follows:

- (a) Base Rent shall be adjusted to the Fair Market Rent;
- (b) Tenant shall have no further renewal option; and
- (c) Landlord shall lease to Tenant the Premises in their then-current condition, subject to the terms of the Lease, and Landlord shall not provide to Tenant any allowances (e.g., moving allowance, construction allowance, and the like) or other tenant inducements, except as otherwise expressly set forth in the Lease.

Tenant's rights under this Exhibit shall terminate if (1) this Lease or Tenant's right to possession of the Premises is terminated, (2) Tenant assigns any of its interest in this Lease or sublets any portion of the Premises, unless to an Affiliate, approved assignee, or in connection with a Permitted Transfer, or (3) Tenant fails to timely exercise its option under this Exhibit, time being of the essence with respect to Tenant's exercise thereof.

EXHIBIT I

Intentionally Omitted

EXHIBIT J

MOISTURE AND MOLD CONTROL INSTRUCTIONS

Because exercising proper ventilation and moisture control precautions will help maintain Tenant's comfort and prevent mold growth in the Premises, Tenant agrees to adopt and implement the following guidelines, to avoid enveloping excessive moisture or mold growth:

1. Report any maintenance problems involving water, moist conditions, or mold to the property manager promptly and conduct its required activities in a commercially reasonable manner that prevents unusual moisture conditions or mold growth.
2. Do not block or inhibit the flow of return or make up air into the HVAC system. Maintain the Premises at a consistent temperature and humidity level in accordance with the property manager's reasonable instructions.
3. Pursuant to the terms of the Lease, regularly conduct janitorial activities, especially in bathrooms, kitchens, and janitorial spaces, to remove mildew and prevent or correct moist conditions.
4. Maintain water in all drain taps at all times pursuant to the terms of the Lease.

This agreement may be executed with signatures sent by electronic mail (i.e., in PDF format) or signed electronically via DocuSign may be used in the place of original signatures. The parties intend to be bound by the signatures of the electronically mailed or signed signatures and the delivery of the same shall be effective as delivery of an original executed counterpart of this agreement. The parties to this agreement hereby waive any defenses to the enforcement of the terms of this agreement based on the form of the signature, and hereby agree that such electronically mailed or signed signatures shall be conclusive proof, admissible in judicial proceedings, of the parties' execution of this agreement

Dated: _____

TENANT:

City of Coral Gables,
a Florida municipal corporation

.

By: _____

Name: _____

Title: _____

EXHIBIT K

STATE-SPECIFIC PROVISIONS

As to Lease <u>Section 28</u> , <u>Miscellaneous:</u>	<u>Radon Gas.</u> Pursuant to Florida Statute 404.056(5), the following disclosure is made: Radon is a naturally occurring radioactive gas that, when it has accumulated in the building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon gas 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.
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EXHIBIT L

Intentionally Deleted.

EXHIBIT M

Intentionally Omitted