



**PALM CENTRE  
COMMERCIAL LEASE AGREEMENT**

This Lease Agreement ("Agreement") is made this 1<sup>st</sup> day of July, 2019 by and between South Florida Workforce Investment Board d/b/a Career Source of South Florida (hereinafter referred to as the "Lessee") and Hialeah Housing Authority, (HHA) having its principal office at 240 East 1<sup>st</sup> Avenue, Suite 112, Hialeah, Florida 33010.

**1. Premises**

1.1. **Legal Description** In consideration of the rent hereinafter reserved and of the covenants hereinafter contained, Lessor does hereby lease to Lessee, and Lessee does hereby lease from Lessor, that certain space located at 240 East 1<sup>st</sup> Avenue Hialeah, FL 33010, and designated as Suite Numbers 202, 204, 206, 208, 210, 212, 214, 216, 218, 220, 222, 224 & 226 (the "Premises"). The total agreed square footage of the Premises is 9,894 rentable square feet which includes Lessee's proportionate share of the common areas and core space of the Building. The term "Building" shall mean the entire office building located at 240 East 1<sup>st</sup> Avenue, Hialeah, Florida 33010 Lessor expressly reserves the right to change the name of the Building or the Project, also known as Palm Centre, without notice to Lessee.

**2. Term**

2.1. **Commencement of Tenancy.** The term of this Agreement (the "Term") shall commence on July 1, 2019 (the "Commencement Date") and shall terminate on the last day of the calendar month which completes Three (3) full years of tenancy hereunder (the "Termination Date").

2.2. **Option: Lessee's Option to Renew Agreement.** Lessee may, in its sole discretion, renew this Agreement for a period of Three (3) Years after the expiration of its original term, on the same terms as this Agreement, except that the rental amount may be adjusted to reflect changes in Consumer Price Index (CPI) (calculated in accordance with Section 4.1 below) and related costs and expenses as described. Lessee shall give lessor written notice of its intention to renew at least sixty (60) days prior to the expiration of this Agreement.

2.3 **Delay.** If delivery of possession of the Premises is delayed beyond the Commencement Date, Lessor shall not be liable to Lessee for any loss or damage resulting from such delay, and Lessee's obligation to pay Rent, as hereinafter defined (unless such delay is due to Lessee), shall be suspended and abated until possession of the Premises is delivered to Lessee. In the event of such a delay, it is understood and agreed that the Commencement Date shall be postponed until delivery of possession and that the Termination Date shall be correspondingly extended.

**3. Rent**

3.1. **Covenant to Pay Rent.** Lessee shall pay to Lessor as rent for the Premises (all of which is collectively referred to as "Rent") all of the following:

3.1.1. **Base Rent.** An annual basic rent (the "Basic Rent") in the sum of \$92,080.00;

payable in twelve (12) equal monthly installments of \$7,673.00, on or before the first day of each month during each calendar year, or portion thereof (with appropriate adjustment for any calendar year which does not fall totally within the Term), during the Term; provided, however, that the installment of Basic Rent payable for the first full calendar month of the Term (and if the Term commences on a day other than the first day of the calendar month, that portion of Basic Rent which is payable for such month) shall be due and payable on the Commencement Date; and

3.1.2 **Additional Rent.** Additional rent (the "Additional Rent") in the amount of any payment referred to as such in any portion of this Agreement is in effect (which shall include any and all charges or other amounts which Lessee is obligated to pay Lessor under this Agreement, other than Basic Rent), such as but not limited to Real Estate Taxes and a Common Area Maintenance Fee.

3.2. **Rent Adjustment.** Basic Rent shall be adjusted in each calendar year following the initial calendar year of the Term, or portion thereof, as provided in Section 4 hereof.

3.3. **Payment Method.** Basic Rent and all Additional Rent as provided for under this Agreement shall be paid promptly when due, check, in lawful money of the United States of America, without notice or demand and without deduction, diminution, abatement, counterclaim or set-off of any amount or for any reason whatsoever payable to the Hialeah Housing Authority, and delivered to its offices at the address as stated in Section 28 or to such other person and place as may be designated by notice in writing from Lessor to Lessee from time to time. If Lessee shall present to Lessor more than twice during the Term checks or drafts not honored by the institution upon which they are issued, then Lessor may require that future payments of Rent and other sums thereafter payable be made by certified or cashier's check. In the event any rental payment is received by Lessor later than five (5) days after the rental due date, there shall be due, in addition, a late charge in the sum of 5% of the full rental payment due. In the event Tenant gives Lessor a bad check, there shall be an additional charge of \$50.00. All late charges and bad check charges shall be considered as additional rent. All other monetary sums payable by Tenant as prescribed by other provisions of this Agreement are likewise considered as additional rent. Notwithstanding Lessor's right to charge and collect late charges and bad check charges, nothing herein shall be deemed to waive Lessor's right to enforce other provisions of this Agreement including but not limited to Lessor's right to consider the Agreement in default, as hereinafter described.

3.4. **Security Deposit.** Simultaneously with the execution of this Agreement, Lessee shall deposit with Lessor the sum of [0.00] as a security deposit (the "Security Deposit"). The Security Deposit (which shall not bear interest to Lessee) shall be considered as security for the payment and performance of the obligations, covenants, conditions and agreements contained herein. The Security Deposit shall not constitute an advance payment of any amounts owed by Lessee under this Agreement, or a measure of damages to which Lessor shall be entitled upon a breach of this Agreement by Lessee or upon termination of this Agreement. Lessor may, without prejudice to any other remedy, use the Security Deposit to the extent necessary to remedy any default in the payment of Basic Rent or Additional Rent or to satisfy any other obligation of Lessee hereunder, and Lessee shall promptly, on demand, restore the Security Deposit to its original amount. If Lessor transfers its interest in the Premises during the Term, Lessor may assign the Security Deposit to the transferee who shall become obligated to Lessee for its return pursuant to the terms of this Agreement, and thereafter Lessor shall have no further liability for its return.



3.5. **Pro Rata Share of Cost Increases.** Lessee's pro rata share of increases in Operating Expenses, as defined in Section 5, is agreed to be \$1,600.00 Monthly (Common Area Maintenance). Lessee's pro rata share of increases in Real Estate Taxes, as defined in Section 6, is agreed to be \$1,270.00 Monthly (Real Estate Taxes).

3.6. **Determining Rent.** It is agreed by Lessor and Lessee that no rent for the use, occupancy or utilization of the Premises shall be, or is, based in whole or in part on the net income or profits derived by any person from the Building, Project or the Premises, and Lessee further agrees that it will not enter into any sublease, license, concession or other agreement for any use, occupancy or utilization based in whole or in part on the net income or profits derived by any person from the Premises so leased, used, occupied or utilized. Nothing in the foregoing sentence, however, shall be construed as permitting or constituting Lessor's approval of any sublease, license, concession, or other use, occupancy, or utilization agreement not otherwise approved by Lessor in accordance with the provisions of Section 17 hereof.

4. Cost of Living Adjustment

4.1. **Method of Determining Cost of Living Adjustment.** Effective on the first day of each January ("Calculation Date"), so long as this Agreement remains in effect, the Basic Rent set forth in Section 3 shall be increased on an annual basis; and Lessee thereafter covenants to pay Lessor, during each ensuing calendar year, such new adjusted Basic Rent. The dollar amount of said adjustment shall be calculated by multiplying the previous year's annual rental amount by a fraction which shall be the lesser of: (i) a fraction the numerator of which is the sum resulting by subtracting the CPI published 12 months prior to the Calculation Date from the CPI most recently published as of the Calculation Date and the denominator of which is the CPI published 12 months prior to the Calculation Date, or (ii) 4/100; such increase to be added to the previous year's rental amount resulting in the new rent then due hereunder for the next ensuing year; provided, however, that the annual rent called for hereunder shall increase at least three percent (3.0%) per year, the above notwithstanding, and shall in no event decrease.

4.2. **Pro Rata Adjustment.** If the period between the Commencement Date and the next succeeding first day of January is less than one full calendar year, then, for the purpose of establishing the initial increased Basic Rent under Section 4.1, the amount of increase over the initial Basic Rent resulting from the computation set forth in Paragraph 4.01 shall be further adjusted by multiplying such increase by a fraction, the numerator of which shall be the number of days from the Commencement Date through the next following December 31st inclusive, and the denominator of which shall be three hundred sixty-five (365). The resulting amount shall be added to the initial Basic Rent set forth in Article 3 to establish the Basic Rent for the first full calendar year of the Term.

4.3. **Equal Monthly Installments.** The resulting adjusted Basic Rent, whether computed on the basis of Paragraphs 4.1 or Paragraphs 4.1 and 4.2, will replace the Basic Rent identified in Section 3.1 above, and will be payable in equal monthly installments, each in advance, on or before the first day of each month of the applicable calendar year.

5. Operating Expenses (Escalation)

5.1. **Definition of Operating Expenses.** The term "Operating Expenses" shall mean any and all expenses incurred by Lessor in connection with the operation, maintenance and repair of the Building including, but not limited to, the following: charges or fees for, and taxes on, the furnishing of

electricity, fuel, water, sewer, gas oil and other utilities; (at Lessor's sole discretion) security; pest control; cleaning of windows and exterior curtain walls; janitorial services; trash and snow removal; landscaping and repair and maintenance of grounds; salaries, wages, and benefits for employees of Lessor engaged in the operation, maintenance or repair of the Project including benefits, payroll taxes and worker's compensation insurance; license fees and governmental permits; casualty and liability insurance; cleaning supplies; legal fees and costs relating to the operation, repair or maintenance of the Project or incurred in order to reduce operating expenses, services or management contracts with independent contractors and general overhead; and the costs of any other items which, under generally accepted accounting principles consistently applies from year to year with respect to the Property. "Operating Expenses" shall not include any of the following: cost of capital improvements, except as mentioned above; expenses for painting, redecorating, or other work which Lessor performs for any Lessee in the Project, the expense of which is paid by such Lessee; interest, amortization, or other payments on loans to Lessor, whether secured or unsecured; depreciation of the Project or other said improvements; ground rent; leasing commissions; salaries, wages or other compensation paid to officers or executives of Lessor; and income, excess profits, or franchise taxes or other such taxes imposed on or measured by the income of the Lessor from the operation of the Project. The terms "Base Year" shall mean the calendar year in which the Term commences. The term "Comparison Year" shall mean the then applicable period of twelve (12) months commencing on *July 1<sup>st</sup>* and ending on *June 30<sup>th</sup>*, of each year.

5.2. **Lessee's Obligation to Pay for Any Increase in Operating Expenses.** Lessee shall pay to Lessor, as Additional Rent, Lessee's pro rata share, as specified in Paragraph 3.5, of the amount by which the Operating Expenses for the Comparison Year exceed the Operating Expenses for the Base Year.

5.3. **Reduction of Lessee's Rental Obligations Not Allowed.** Nothing contained in this Section 5 shall be construed at any time to reduce the Rent payable hereunder below the amount stipulated in Section 3 through 5 of this Agreement.

5.4. **Pro Rata Calculation of Increase in Operating Expenses.** If the Termination Date or sooner termination of this Agreement shall not coincide with the end of a Comparison Year, then in computing the amount payable under this Section 5 for the period between the commencement of the applicable Comparison Year in question and the Termination Date or sooner termination of the Agreement, the amount that would have been due from Lessee for the full year, if Lessee has been a Lessee for the entire Comparison Year, shall be pro-rated over the portion of the Comparison Year that Lessee is a Lessee in the Project. Lessee's obligation to pay increased Operating Expenses under this Section 5 for the final period of the Agreement (as well as for any earlier period not paid as of the expiration or sooner termination of the Agreement) shall survive the expiration or sooner termination of this Agreement.

6. **Real Estate Taxes (Escalation)**

6.1. **Definition of Real Estate Taxes.** The term "Real Estate Taxes" means all taxes, rates and assessments, general or special, levied or imposed with respect to the land, Project and improvements constructed thereon (including all taxes, rates and assessments, general or special, levied or imposed for school, public betterment and/or general or local improvements. The term "Base Real Estate Taxes" means the assessed value of said land, Project and improvement, multiplied by the then current rate, for the tax year during which this Agreement commences. The term "Real Estate Tax Year" commences January 1 when an assessment is conducted up until November when the tax collector sends its Notice of Taxes.

6.2. **Determining Obligations to Pay Increases in Real Estate Taxes.** Lessee shall pay to Lessor, as Additional Rent, Lessee's pro rata share, of the amount by which Real Estate Taxes for, or attributable to, the then current Real Estate Tax Year exceeds the Base Real Estate Taxes (as identified in Section 3.5 above). If the system of real estate taxation shall be altered or varied and any new tax or levy shall be levied or imposed on said land, Project and improvements, and/or Lessor, in substitution for Real Estate Taxes presently levied or imposed on immovables in the jurisdiction where the Project is located, then any such new tax or levy shall be included within the term "Real Estate Taxes." Lessee shall pay each month, in advance, as Additional Rent, one-twelfth of Lessor's estimate of Lessee's annual obligation under this Section 6. Such payments shall in no way limit Lessee's annual obligation. If the total of such monthly installments paid is less than Lessee's total obligation, Lessee shall promptly pay the difference upon receipt of Lessor's statement. Any overpayment shall be credited to Lessee's obligation for the next succeeding period.

6.3. **Expenses Associated With Reducing Real Estate Taxes.** Reasonable expenses incurred by Lessor in obtaining or attempting to obtain a reduction of any Real Estate Taxes shall be added to and included in the amount of any such Real Estate Taxes prorated based on the proportionate share. Real Estate Taxes which are being contested by Lessor shall nevertheless be included for purposes of the computation of the liability of Lessee under Paragraph 6.1 hereof; provided however, that in the event that Lessee shall have to pay any amount of Additional Rent pursuant to this Section 6 and Lessor shall thereafter receive a refund of any portion of any Real Estate Taxes on which such payment shall have been based, Lessor shall pay to Lessee the appropriate portion of such refund. Lessor shall have no obligation to contest, object or litigate the levying or imposition of any Real Estate Taxes and may settle, compromise, consent to, waive or otherwise determine in its discretion any Real Estate Taxes without consent or approval of Lessee.

6.4. **Reduction in Real Estate Taxes.** Nothing contained in this Section 6 shall be construed at any time to reduce the Rent payable hereunder as stipulated in Section 3 through 5 of this Agreement.

6.5. **Items Not Considered in Determining Real Estate Taxes.** It is understood and agreed that Lessee shall not be liable for any increase in the Real Estate Taxes which is occasioned solely by an increase in the tax assessment due to an expansion of the Project, or any part thereof, by Lessor's failure to pay Real Estate Taxes when due.

6.6. **Pro Rata Calculation of Increase in Real Estate Taxes.** If the Termination Date or sooner termination of this Agreement does not coincide with the end of a Real Estate Tax Year, then computing the amount payable under this Section 6 for the period between the commencement of the applicable Real Estate Tax Year in question and the Termination Date or sooner termination of this Agreement, the amount that would be due from the Lessee for the full year, if Lessee has been a Lessee for the entire Real Estate Tax Year, shall be prorated over the portion of the Real Estate Tax Year that Lessee is a Lessee in the Project. Lessee's obligation to pay increased Real Estate Taxes under this Section 6 for the final period of the Agreement (as well as for any period not paid as of the expiration or sooner termination of the Agreement) shall survive the expiration or sooner termination of this Agreement.

7. Use of Premises

7.1. **Use Provision.** Lessee covenants to use the Premises only for operation of a consolidated network of employment and job-training services and programs and for no other purpose, subject to and in accordance with all applicable zoning and other governmental regulations. Lessee, at its own

expense, shall comply with and promptly carry out all orders, requirements or conditions imposed by the ordinances, laws and regulations of all of the governmental authorities having jurisdiction over the Premises, which are occasioned by or required in the conduct of Lessee's business within the Premises and to obtain all licenses, permits and the like required to permit Lessee to occupy the Premises.

7.2 "As Is" Acceptance of Property. Lessee accepts the Premises and the rest of the Project from Lessor in "as is" condition, except to the extent specifically provided elsewhere in this Agreement.

7.3 Restriction on Unlawful Activity. Lessee shall not permit the Premises, or any part thereof, to be used for any disorderly, unlawful or hazardous purpose, nor as a source of annoyance or embarrassment to Lessor or other Lessees, nor for any purpose other than herein before specified, nor for the manufacture of any commodity therein, without the prior written consent of Lessor.

## 8. Compliance with Environmental Laws

8.1 Environmental Protection Laws. For purposes of this Agreement, the term "hazardous material" means any explosives, radioactive material, hazardous wastes, or hazardous substances, including without limitation substances defined as "hazardous substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended; Hazardous Materials Transportation Act of 1975, as amended; the Resource Conservation and Recovery Act of 1976, as amended; or any other federal, state, or local statute, law, ordinance, code, rule, regulation, order, or decree, relating to, or imposing liability or standards of conduct concerning hazardous materials, waste, or substances now or at any time hereinafter in effect (collectively, "Hazardous Materials Laws").

8.2 Hazardous Substance Licenses. Lessee will not cause or permit the storage, use, generation, or disposition of any hazardous materials in, on, or about the Premises or the project, by Lessee, its agents, employees, or contractors. Lessee will not permit the Premises to be used or operated in any manner that may cause the Premises or the project to be contaminated by any hazardous materials in violation of any Hazardous Materials Laws. Lessee will immediately advise the Lessor in writing of (1) any and all enforcement, cleanup, remedial, removal, or other governmental or regulatory actions instituted, completed, or threatened pursuant to any Hazardous Materials Laws relating to any hazardous materials affecting the premises; and (2) all claims made or threatened by any third party against Lessee, Lessor, or the Premises relating to damage, contribution, cost recovery, compensation, loss, or injury resulting from any hazardous materials on or about the Premises. Without Lessor's prior written consent, Lessee will not take any remedial action or enter into any agreements or settlements in response to the presence of any hazardous materials in, on or about the Premises.

8.3 Indemnification of Lessor. Lessee will be solely responsible for and will defend, indemnify and hold Lessor, its agents, and employees harmless from and against all claims, costs, and liabilities, including attorneys' fees and costs, arising out of or in connection with Lessee's breach of its obligations on this Section 8. Lessee will be solely responsible for and will defend, indemnify, and hold Lessor, its agents, and employees harmless from and against any and all claims, costs, and liabilities, including attorneys' fees and costs, arising out of or in connection with the removal, cleanup, and restoration work and materials necessary to return the Premises and any other property or whatever nature located on the project to their condition existing prior to the appearance of Lessee's hazardous materials on the premises. Lessee's obligations under this Section 8.3 will survive the expiration or termination of this Agreement.

9. Compliance with Americans with Disabilities Act

9.1. **ADA Compliance** The Lessor warrants that the Premises and their use authorized under this Agreement comply fully with (and no notices of violation have been received in connection with) environmental, air quality, zoning, flood plain, planning, subdivision, building, health, labor, discrimination, fire, traffic, safety, wetlands and other governmental or regulatory rules, regulations, laws, ordinances, statutes, codes and requirements applicable to the building or facility (the "Property") in which the Premises are located (collectively, the "Building Laws"), including, without limitation, the Americans With Disabilities Act of 1990, as amended. Lessor has received such final certificates as may be required or customary evidencing compliance with all building codes and permits, and approval of full occupancy of the Premises and of all installations therein. Lessor shall cause the Premises and all common areas to be continuously in compliance with all Building Laws (as the same may be amended from time to time).

9.2. **Indemnification of Lessee.** Lessor agrees to protect, defend, indemnify and hold Lessee harmless from and against all liability threatened against or suffered by Lessee by reason of a breach by Lessor of the foregoing representations and warranties contained in the preceding Subparagraph 9.1. The foregoing indemnity shall include the cost of all alterations to the Property (including architectural, engineering, legal and accounting costs), all fines, fees and penalties, and all legal and other expenses (including attorneys' fees), incurred by Lessee in connection with the Property being in violation of any Building Law and for the cost of collection of the sums due under the indemnity.

10. Repairs and Maintenance

10.1. **Lessor's Obligations.** Subject to the provisions hereinafter contained with regard to damage by fire or other casualty and Paragraph 10.2, Lessor agrees to maintain the Premises in good order and repair during the Term unless damage thereto shall have been caused by the act or neglect of Lessee, its agents, employees, contractors or invitees, in which case the same shall be required by and at the expense of Lessee. If Lessee fails to make such repairs promptly, Lessor, at its option, may make such repairs and Lessee shall pay Lessor on demand Lessor's actual costs in making such repairs. Lessor's cost of maintaining is subject to the Operating Expenses provision of Section 5. Lessor shall not be liable to Lessee for any damage or inconvenience, and Lessee shall not be entitled to any abatement or reduction of Rent, by reason of any repairs, alterations or additions made by Lessor under this Agreement.

10.2. **Lessee's Obligations.** Lessee shall maintain the non-structural portions of the interior of the Premises in good repair and condition, damages by causes reasonably beyond Lessee's control and ordinary wear and tear excepted.

11. Responsibilities of Lessee.

11.1 Lessee agrees to repair and maintain in good order and condition the non-structural interior portions of the Premises, including the store fronts, show windows, doors, windows, plate and window glass, and floor covering, plumbing heating, air conditioning, electrical and sewage system, facilities and appliances.

11.2 Lessee will not install any equipment which exceeds the capacity of the utility lines leading into the Premises or the building of which the Premises constitute a portion.

11.3 Lessee, its employees, or agents, shall not mark, paint, drill or in any way deface any walls,

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ceilings, partitions, floors, wood, stone or iron work without Lessor's written consent.

11.4 Lessee shall comply with the requirements of all laws, orders, ordinances and regulations of all governmental authorities and will not permit any waste of property or same to be done and will take good care of the Premises at all times.

11.5 At the end of the Agreement, Lessee shall surrender the Premises in the same condition as the Premises were in, reasonable wear and tear excepted, and damage by unavoidable casualty excepted, and shall surrender all keys for the Premises to Lessor. Lessee shall remove all its trade fixtures, leased equipment and any alterations or improvements which Lessor requests to be removed before surrendering the Premises and shall repair any damage to the Premises caused by the Lessee. Lessee's obligation to observe or perform this covenant shall survive the expiration or other termination of the term of the Agreement.

11.6 Lessee shall at its own expense perform all extermination, janitorial and cleaning services within the interior of the Premises in order to keep same in a neat, clean and orderly condition.

11.7 Lessee shall give Lessor prompt written notice (and telephonic notice in the case of an emergency) of any fire or damage occurring on or to the Premises.

## 12. Lessee's Agreement

12.1. Lessee's Use of Property. Lessee shall: (a) not obstruct or interfere with the rights of other lessees, injure or annoy them or those having business with them or conflict with them, or conflict with the fire laws or regulations, or with any insurance policy upon said Project or any part thereof, or with any statutes, rules or regulations now existing or subsequently enacted or established by the local, state or federal governments and Lessee shall be answerable for all nuisances caused or suffered on the Premises, or caused by Lessee in the Project, or on the approached thereto; (b) not place a load on any floor exceeding the floor load which such floor was designed to carry in accordance with the plans and specifications of the Project, and not install, operate or maintain in the Premises any safe or heavy item of equipment except in such manner and in such location as Lessor shall prescribe so as to achieve a proper distribution of weight; (c) not strip, overload, damage or deface the Premises, hallways, stairways, elevators, parking facilities or other public areas of the Project, or the fixtures therein or used therewith, nor permit any hole to be made by any of the same; (d) not suffer or permit any trade or occupation to be carried on or use made of the Premises which shall be unlawful, noisy, offensive, or injurious to any person or property, or such as to increase the danger of fire or affect or make void or voidable any insurance on the Project, or which may render any increased or extra premium payable for such insurance, or which shall be contrary to any law or ordinance, rule or regulation from time to time established by public authority; (e) not to move any furniture or equipment into or out of the Premises except at such times and in such manner as Lessor may from time to time designate; (f) not place upon the interior or exterior of the Project, or any window or any part thereof or door of the Premises, any placard, sign, lettering, window covering or drapes, except such and in such place and manner as shall have been first approved in writing by Lessor; (h) conform to all rules and regulations from time to time established by the appropriate insurance rating organization and to all reasonable rules and regulations from time to time established by Lessor; (i) be responsible for the cost of removal of Lessee's bulk trash at time of move-in, during occupancy and move-out; (j) not conduct nor permit in the Premises either the generation, treatment, storage or disposal of any hazardous substances and materials or toxic substances of any kind as described in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended; the Resource Conservation and Recovery Act, as



amended, any regulations adopted under these acts, or any other present or future federal, state, county or local laws or regulations concerning environmental protection, and prohibit its assignees, subleases, employees, agents and contractors (collectively, "Permitees") from doing so and indemnify, defend and hold Lessor and its agents harmless from all costs, foreseeable and unforeseeable, direct and consequential; damages; liability' fines' prosecutions; judgments; litigation; and expenses, including but not limited to, clean-up costs, court costs and reasonable attorneys' fees arising out of any violation of the provisions of this Section 12 by Lessee or its Permitees.

**12.2 Compliance with Rules and Regulations Promulgated by Lessor.** The Lessee shall faithfully observe and strictly comply with the rules and regulations and such other and further reasonable Rules and regulations as the lessor or the agents of the lessor may from time to time promulgate. Notice of any additional rules or regulations shall be given in such manner as the Lessor may elect.

**13. Alterations**

**13.1. Limitations on Lessee's Ability to Alter Property.** Lessee shall not paint the Premises or make any alterations, additions, or other improvements in or to the Premises or to install any equipment of any kind that shall require any alterations or additions or affect the use of the Project's water system, heating system, plumbing system, air-conditioning system, electrical system or other mechanical system, or install any telephone antennae on the roof, in the windows or upon the exterior of the Building without the prior written consent of Lessor. If any such alterations or additions are made by Lessee without Lessor's consent, Lessor may correct or remove them and Lessee shall be liable for any and all costs and expenses incurred by Lessor in the correction or removal of such work. All plans and specifications for any such work shall be prepared by Lessee at Lessee's expense and shall thereafter be submitted to Lessor for its review. Lessee shall not permit a mechanic's lien(s) to be placed upon the Premises, the Building or the Project as a result of any alterations or improvements made by it and agrees, if any such lien be filed on account of the acts of Lessee, promptly to pay the same. If Lessee fails to discharge such lien within thirty (30) days of its filing, then, in addition to any other right or remedy of Lessor, Lessor may, at its election, discharge the lien. Lessee shall pay on demand any amount paid by Lessor for the expenses of Lessor incurred in defending any such action or in obtaining the discharge of such action or in connection therewith. Lessee hereby expressly recognizes that in no event shall it be deemed the agent of Lessor and no contractor of Lessee shall by virtue of its contract be entitled to assert any lien against the Premises, Building or Project. All alterations or additions shall become a part of the realty and surrendered to Lessor upon the expiration or termination of this Agreement, unless Lessor shall at the time of its approval of such work requires removal or restoration on the part of Lessee as a condition of such approval.

**14. Hold Harmless; Indemnification**

**14.1. Hold Harmless.** Lessor shall not be liable for any damage to, or loss of, property in the Premises belonging to Lessee, its employees, agents, visitors, licensees or other persons in or about the Premises, or for damage or loss suffered by the business of Lessee, from any cause whatsoever, including, without limiting the generality thereof, such damage or loss resulting from fire, steam, smoke, electricity, gas, water, rain, ice or snow, which may leak or flow from or into any part of the Premises, or from breakage, leakage, obstruction or other defects of the pipes, wires, appliances plumbing, air-conditioning or lighting fixtures of the same, whether the said damage or injury results from conditions arising upon the Premises or upon other portions of the Project of which the Premises are a part, or from other sources, unless the Lessor or its agent or employee is the cause of the damage



or loss to Lessee. Lessor shall not be liable in any manner to Lessee, its agents, employees, invitees or visitors, or their property, caused by the criminal or intentional misconduct, or by any act of neglect of third parties or of Lessee, Lessee's agents, employees, invitees or visitors, or any other Lessee of the Project. Lessee covenants that no claim shall be made against Lessor by Lessee, or by any agent or servant of Lessee, or by others claiming the right to be in the Premises or in the Project through or under Lessee, for any injury, loss or damage to the Premises or to any person or property occurring upon the Premises from any cause other than the gross negligence or intentional misconduct of Lessor or its agent or employee. In no event shall Lessor be liable to Lessee for any consequential damages sustained by Lessee arising out of the loss or damage to any property of Lessee.

**14.2 Indemnification of Lessor.** Lessee covenants and agrees to save Lessor and Lessor's agent from all loss, damage, liability or expense of any kind including without limitation attorneys' fees and court costs incurred, suffered or claimed by any person whomsoever, or for any cause whatsoever, by reason of the use of occupancy by Lessee, its agents, employees, invitees or visitors of the Premises, or of the Project unless caused solely by the gross negligence or intentional misconduct of Lessor.

**14.3. Survival of Indemnification Provisions.** The provisions of this Section 14 shall survive the expiration of the Term.

**15. Lien on Lessee's Property**

**15.1. Security Interest.** To protect Lessor in the event Lessee defaults hereunder, Lessee hereby grants to Lessor a continuing security interest for all Rent and other sums of money becoming due hereunder from Lessee, and upon all goods, wares, chattels, fixtures, furniture and other personal property of Lessee which are or may be located on the Premises and the proceeds thereof, none of which may be removed from the Premises without Lessor's consent so long as any Rent or other such sums from time to time owed to Lessor hereunder remains unpaid. Lessee shall, on its receipt of a written request therefor from Lessor, execute such financing statements, continuation statements and other instruments as are necessary or desirable, in Lessor's judgment, to perfect such security interest.

**16. Insurance**

**16.1. Lessee's Obligation to Provide Insurance.** Lessee shall, at its cost and expense, obtain and maintain at all times during the Term, for the protection of Lessor and Lessee, Public Liability Insurance (Comprehensive General Liability or Commercial General Liability) including Contractual Liability Insurance, with not less than 1,000,000.00 amount] in the aggregate, insuring against all liability of Lessee and its representatives arising out of and in connection with Lessee's use or occupancy of the Premises. Lessor and Lessor's agent shall be named as additional insurers.

**16.2. Fire Insurance.** Lessee shall, at its own cost and expense, obtain and maintain at all times during the Term, fire and extended coverage on the Premises and on its contents, including any leasehold improvements made by Lessee in an amount sufficient so that no co-insurance penalty shall be invoked in case of loss.

**16.3. Increasing Insurance Coverage.** Lessee shall increase its insurance coverage, as required, but not more frequently than each calendar year if, in the opinion of the Lessor or any mortgagee of Lessor, the amount of public liability and/or property damage insurance coverage at that time is not adequate.

**16.4. Insurer's Credit Rating and Policy Requirements.** All insurance required under this Agreement shall be issued by insurance companies licensed to do business in the jurisdiction where the



authorizes each such subLessee to pay said rent directly to Lessor. Without limiting the generality of the foregoing, if Lessor consents to an assignment or sublease pursuant to this Section 17, Lessor may condition its consent upon the entry by such transferee into an agreement (in form and substance satisfactory to Lessor) with Lessor, by which such transferee assumes all of Lessee's obligations hereunder.

18. Lessor's Right of Access

18.1. **Right to Enter.** Lessor may, at any time during Lessee's occupancy, during reasonable business hours enter either to view the Premises to show the same to others, or to facilitate repairs to the Building, or to introduce, replace, repair, alter, or make new or change existing connections from fixtures, pipes, wires, ducts, conduits or other construction therein, or remove, without being held responsible thereof, placards, signs, lettering, window or door coverings and the like not expressly consented to by Lessor.

18.2. **Right to Enter To Show Property to Prospective Lessee.** Lessor may, during the last 30 days of the Term, enter the Premises free from hindrance or control of Lessee to show the Premises to prospective Lessees at times which shall not unreasonably interfere with Lessee's business. If Lessee shall vacate the Premises during the last month of the Term, Lessor shall have unrestricted right to enter the same after Lessee's moving to commence preparations for the succeeding Lessee or for any other purpose whatsoever, without affecting Lessee's obligation to pay rent for the full Term.

19. Fire Clause

19.1. **Obligations of Parties after Fire.** In the event the Premises or any part thereof, including the elevators, hallways, stairways or other approaches thereto, becomes damaged or destroyed by fire or other casualty from any cause so as to render said Premises and/or other approaches unfit for use and occupancy, a just and proportionate part of the Rent according to the nature and extent of the damage or injury to said Premises and/or approaches, shall be suspended or abated until said Premises and/or approaches have been put in as good condition for use and occupancy as at the time immediately prior to such damage or destruction. Lessor shall proceed, at its expense and as expeditiously as may be practicable, to repair the damage unless, because of the substantial extent of the damage or destruction, Lessor should decide not to repair or restore the Premises of the Project, in which event and at Lessor's sole option Lessor may terminate this Agreement forthwith by giving Lessee a written notice of its intention to terminate within thirty (30) days after the date of the fire or other casualty. Lessor shall not be obligated to repair, restore or replace any fixture, improvement, alteration, furniture or other property owned, installed or made by Lessee, all of which shall be repaired, restored or replaced by Lessee.

19.2. **Notification of Lessor.** Lessee shall immediately notify Lessor of any damage to the Premises caused by fire or any other casualty.

19.3. **Repair of Premises.** No damage, compensation, or claim shall be payable by Lessor for inconvenience, loss of business or annoyance arising from any repair or restoration of any portion of the Premises or the Project. Subject to the provisions of Section 19 Lessor shall diligently proceed to have such repairs made promptly.

20. Condemnation

20.1. **Effect on Agreement.** This Agreement shall be terminated and the Rent shall be abated to

the date of such termination in either of the following events: (a) condemnation of the Premises, the Building or any part thereof by any competent authority under right of eminent domain for any public or quasi-public use or purpose; or (b) condemnation by competent authority under right of eminent domain for any public or quasi-public use or purpose of fifty (50) percent or more of the Project in which the Premises are located. The forcible leasing by any competent authority of any portion of the Project other than the Premises shall have no effect upon this Agreement. In case of any taking or condemnation, whether or not the Term shall cease and terminate, the entire award shall be the property of Lessor, and Lessee hereby assigns to Lessor all its right, title and interest in and to any such award. Lessee however, shall be entitled to claim, prove and receive in the condemnation proceeding such awards as may be allowed for fixtures and other equipment installed by it, but only if such awards shall be made by the court in addition to (and shall in no manner whatsoever reduce) the award made by it to Lessor for the land and improvements or part thereof so taken.

**20.2. Effect on Agreement for Temporary Loss.** In the event of a temporary taking or condemnation of all or any part of the Premises for any public or quasi-public use or purpose, this Agreement shall be unaffected and Lessee shall continue to pay in full Basic Rent and all Additional Rent payable for any such period. In the event of any such temporary taking, notwithstanding the provisions of Section 20.1, Lessee shall be entitled to claim, prove and receive the portion of the award for such taxing that represents compensation for use or occupancy of the Premises during the Term, and Lessor shall be entitled to appear, claim, prove and receive the portions of the award that represent the cost of restoration of the Premises and the use or occupancy of the Premises after the end of the Term.

**21. Defaults; Remedies**

**21.1. Definition of Default.** It is hereby mutually agreed that: (a) if Lessee shall fail (i) to pay Rent or other sums which Lessee is obligated to pay by any provision of this Agreement, when and as it is due and payable hereunder and without demand therefor, or (ii) to keep and perform each and every covenant, condition and agreement herein contained on the part of Lessee to be kept and performed; or (b) if Lessee shall abandon or evidence any intention to abandon all or any portion of the Premises; or (c) if the estate hereby created shall be taken by execution or other process of law; or (d) if Lessee shall (i) generally not pay Lessee's debts as such debts come due, (ii) becomes insolvent, (iii) makes an assignment for the benefit of creditors, (iv) files, be the entity subject to, or acquiesces in a petition in any court (whether or not filed by or against Lessee pursuant to any statute of the United States or any state and whether or not for a trustee, custodian, receiver, agent, or other officer of Lessee or for all or any portion of Lessee's property) in any proceeding, whether in bankruptcy, reorganization, composition, extension, arrangement, insolvency proceedings, or otherwise then, and in each and every case, from thenceforth and at all times thereafter, at the sole option of Lessor, Lessor may:

**21.1.1. Lessor's Right to Terminate Agreement and Recover Possession.** Terminate this Agreement, in which event Lessee shall immediately surrender the Premises to Lessor. If Lessee fails to do so, Lessor may without notice and without prejudice to any other remedy Lessor may have, enter upon and take possession of the Premises and expel or remove Lessee and its effects without being liable to prosecution or any claim for damages therefor; and Lessee shall indemnify Lessor for all loss and damage which Lessor may suffer by reason of such termination, whether through the inability to relet the Premises or otherwise including any loss of Rent for the remainder of the Term.

**21.1.2. Lessor's Right To Sue Lessee for Breach of Contract.** Terminate this Agreement, in which event Lessee's event of default should be considered a total breach of Lessee's obligations under this Agreement and Lessee immediately shall become liable for such damages for such breach, in an amount equal to the total of (1) the costs of recovering the Premises; (2) the unpaid Rent earned as of the date of termination, (3) all other sums of money and damages owing by Lessee to Lessor. Lessee's right of possession shall cease and terminate and Lessor shall be entitled to the possession of the Premises and shall remove all persons and property therefrom and reenter the Agreement without process of law and without becoming liable to prosecution therefor, any notice to quit or intention to reenter being hereby expressly waived by Lessee.

**21.1.3. Lessor's Right to Collect Balance.** Declare the present worth (as of the date of such default) of the entire balance of Rent for the remainder of the Term to be due and payable, and collect such balances in any manner not inconsistent with applicable law. Accelerated payments payable hereunder shall not constitute a penalty or forfeiture or liquidated damages, but shall merely constitute payment of Annual Rent in advance.

**21.1.4. Lessor May Pursue Numerous Remedial Options.** Pursue any combination of such remedies and/or other remedy available to Lessor on account of such default under applicable law.

**21.1.5. Lessee's Liability.** In the event of any reentry or retaking of the Premises by Lessor and/or any termination of this Agreement by Lessor, Lessee shall nevertheless remain in all events liable and answerable for the Rent to the date of such retaking, reentry or termination and Lessee shall also be and remain answerable in damages for the deficiency or loss of Rent as well as all related expenses which Lessor may thereby sustain in respect to the balance of the Term, and, in such case, Lessor reserves full power, which is hereby acceded to by Lessee, to let said Premises for the benefit of Lessee, in liquidation and discharge, in whole or in part, as the case may be, of the liability of Lessee under the terms and provisions of this Agreement, and such damages, related expenses shall have been made more easily ascertainable by reletting of the Premises, or such action by Lessor may, at the option of Lessor, be deferred until the expiration of the Term, in which latter event the cause of action shall not be deemed to have accrued until the date of the termination of the Term.

**21.1.6 Charge liquidated damages.** As provided in this agreement, Lessor may charge an early termination fee to the Lessee as liquidated damages not exceed 2 months' rent, and if, in the case of an early termination fee, the Lessee is required to give no more than 60 days' notice, as provided in the rental agreement, prior to the proposed date of early termination. See attached Addendum (Exhibit "A") incorporated herein and made a part hereof indicating the parties' acceptance of liquidated damages or an early termination fee.

**21.2. Limitation of Lessor's Rights.** The provisions of this Section 21 are subject to the bankruptcy laws of the United States of America and the State of Florida which may, in certain cases, limit the rights of Lessor to enforce some of the provisions of this Section in proceedings thereunder. To the extent that limitations exist by virtue thereof, the refraining provisions hereof shall not be affected thereby but shall remain in full force and effect. The provisions of this Section 21 shall be interpreted in a manner which results in a termination of this Agreement in each and every instance, and to the fullest extent and at the earliest moment that such termination is permitted under the federal and state bankruptcy laws.

21.3. **Application of Lessee's Payments.** All rents received by Lessor in any reletting after Lessee's default shall be applied, first to the payment of such expenses as Lessor may have incurred in recovering possession of the Premises and in reletting the same (including brokerage fees), second to the payment of any costs and expenses incurred by Lessor, either for making the necessary repairs (including fitting up the space for such reletting) to the Premises or in curing any default on the part of Lessee of any covenant or condition herein made binding upon Lessee. Any remaining rent shall then be applied toward the payment of Rent due from Lessee. Any remaining rent shall then be applied toward the payment of Rent due from Lessee, together with interest and penalties as defined in Section 3, and Lessee expressly agrees to pay any deficiency then remaining. Lessor shall in no event be liable in any way whatsoever (nor shall Lessee be entitled to any set off) for Lessor's failure to relet the Premises, and Lessor, at its option, may refrain from terminating Lessee's right of possession, and in such case may enforce against Lessee the provisions of this Agreement for the full Term.


21.4. **Costs Associated With Collecting from Lessee.** In the event Lessee defaults in the performance of any of the terms, covenants, agreements or conditions contained in this Agreement and Lessor places in the hands of an attorney or collection agency the enforcement of all or part of this Agreement, the collection of any Rent due or to become due or recovery of the possession of the Premises, Lessee agrees to pay Lessor's costs of collection and enforcement including reasonable attorneys' fees, whether suit is actually filed or not.

22. Subordination

22.1. **Subordination Clause.** This Agreement shall be subject and subordinate at all times to the lien of any mortgage or deed of trust or other encumbrance(s) which may now or which may at any time hereafter be made upon the Project of which the Premises is a part or any portion thereof, or upon Lessor's interest therein. This clause shall be self-operative, and no further instrument or subordination shall be required to effect the subordination of this Agreement. Nonetheless, in confirmation of such subordination, Lessee shall execute and deliver such further instrument(s) subordinating this Agreement to the lien of any such mortgage or deed of trust or any other encumbrance(s) as shall be desired by any mortgagee or party secured or proposed to be secured thereby, and Lessee hereby appoints Lessor the attorney-in-fact of Lessee, irrevocably, to execute and deliver any such instrument(s) for Lessee. If the interests of Lessor under this Agreement shall be transferred by reason of foreclosure or other proceedings for enforcement of any mortgage or deed of trust on the Premises or Project, Lessee shall be bound to the transferee at the option of the transferee, under the terms, covenants and conditions of this Agreement for the remaining Term, including any extensions or renewals, with the same force and effect as if the transferee were Lessor under this Agreement, and, if requested by such transferee, Lessee agrees to attorn to the transferee as its Lessor. The holder of any mortgage or deed of trust encumbering the Project shall have the right, unilaterally, at any time to subordinate fully or partially its mortgage or deed of trust or other security instrument to this Agreement on such terms and subject to such conditions as such holder may consider appropriate in its discretion. Upon request Lessee shall execute and deliver an instrument confirming any such full or partial subordination.

23. Surrender of Possession

23.1. **Lessee's Obligations and Rights.** Upon the expiration or earlier termination of the Term, Lessee shall surrender the Premises, and all keys, gate cards, parking passes, security cards, and

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locks connected therewith to Lessor in good order and repair (ordinary wear and tear excepted). Subject to the provisions of Section 13, any and all improvements, repairs, alterations and all other property attached to, used in connection with or otherwise installed upon the Premises (i) shall, immediately upon the completion of the installation thereof, be and become Lessor's property without payment therefor by Lessor, and (ii) shall be surrendered to Lessor upon the expiration or earlier termination of the Term, except that any machinery, equipment or fixtures installed by Lessee and used in the conduct of the Lessee's trade or business (rather than to service the Premises or any of the remainder of the Building or the Project generally) and all other personalty of Lessee shall remain Lessee's property and shall be removed by Lessee upon the expiration or earlier termination of the Term, and Lessee shall promptly thereafter fully restore any of the Premises or the Building damaged by such installation or removal thereof.

24. Lessee Holding Over

24.1. **Rights of Lessor.** If Lessee or any person claiming through Lessee shall not immediately surrender possession of the Premises at the expiration or earlier termination of the Term, Lessor shall be entitled to recover compensation for such use and occupancy at two (2) times the Basic Rent and Additional Rent payable hereunder just prior to the expiration or earlier termination of the Term. Lessor shall also continue to be entitled to retake or recover possession of the Premises as herein before provided in case of default on the part of Lessee, and Lessee shall be liable to Lessor for any loss or damage it may sustain by reason of Lessee's failure to surrender possession of the Premises immediately upon the expiration or earlier termination of the Term. Lessee hereby agrees that all the obligations of Lessee and all rights of Lessor applicable during the Term shall be equally applicable during such period of subsequent occupancy.

25. Estoppels

25.1. **Elements of Estoppel Certificates.** At any point after the Commencement Date, Lessee shall, without charge therefor, at any time and from time to time, within ten (10) days after request by Lessor, execute, acknowledge and deliver to Lessor a written estoppel certificate certifying to Lessor, any mortgagee, assignee of a mortgagee, or any purchaser of the Project, or any other person designated by Lessor, as of the date of such estoppel certificate; (a) that Lessee is in possession of the Premises; (b) that this Agreement is unmodified and in full force and effect (or if there have been modifications, that this Agreement is in full force and effect as modified and setting forth such modification); (c) whether or not there are then existing any setoffs or defenses against the enforcement of any right or remedy of Lessor, or any duty or obligation of Lessee hereunder (and, if so, specifying the same in detail); (d) the amount of the Basic Rent and the dates through which Basic Rent and Additional Rent have been paid; (e) that Lessee has no knowledge of any then uncured defaults on the part of Lessor under this Agreement (or if Lessee has such knowledge, specifying the same in detail); (f) that Lessee has no knowledge of any event having occurred that authorizes the termination of this Agreement by Lessee (or if Lessee has knowledge of any such uncured defaults, specifying the same in detail); (g) that Lessee has no knowledge of any event having occurred that authorizes the termination of this Agreement by Lessee (or if Lessee has such knowledge, specifying the same in detail); (h) the amount of any Security Deposit held by Lessor; and (i) such reasonable other information requested by Lessor, such mortgagee, assignee of such mortgagee, such purchaser or such other person. Failure to deliver the certificate within ten (10) days after request by Lessor shall be conclusive upon Lessee for the benefit of Lessor and any successor to Lessor that this Agreement is in full force and effect and had not been modified except as may be represented by the party requesting the certificate. If Lessee fails to deliver the certificate within ten (10) days after requested by Lessor, then by such failure Lessee shall irrevocably



constitute and appoint Lessor as its attorney-in-fact to execute and deliver the certificate to any third party.

26. Miscellaneous

26.1. **Definition of Lessee.** The term "Lessee" shall include legal representatives, successors and permitted assigns. All covenants herein made binding upon Lessee shall be construed to be equally applicable to any binding upon its agents, employees and others claiming the right to be in the Premises or in the Project through or under Lessee.

26.2. **Joint Lessees.** If more than one individual, firm or corporation shall join as Lessee, singular context shall be construed to be plural wherever necessary and the covenants of Lessee shall be the joint and several obligations of each party signing as Lessee and when the parties signing as Lessee are partners, shall be the obligation of the firm and of the individual members thereof.

26.3. **References to Gender.** Feminine or neuter pronouns shall be substituted for those of the masculine form and the plural shall be substituted for the singular, wherever the context shall require. It is also agreed that no specific words, phrases or clauses herein used shall be taken or construed to control, limit or cut down the scope or meaning of any general words, phrases or clauses used in connection therewith.

26.4. **Waiver of Breach.** No waiver or breach of any covenant, condition or agreement herein contained shall operate as a waiver if the covenant, condition or agreement itself, or of any subsequent breach thereof.

26.5. **Limitation of Lessor's Liability.** Notwithstanding anything to the contrary contained in this Agreement, Lessee shall look only to Lessor's ownership in the Project for satisfaction of Lessee's remedies for collection of a judgment (or other judicial process) requiring the payment of money by Lessor in the event of any default by Lessor hereunder, and no other property or assets of the partners or principals of Lessor, disclosed or undisclosed, shall be subject to levy, execution or the enforcement procedure for satisfaction of Lessee's remedies under or with respect to this Agreement, the relationship of Lessor and Lessee hereunder or Lessee's use or occupancy of the Premises. No personal liability or personal responsibility is assured by, nor shall at any time be asserted or enforceable against Lessor, its partners or its principals, or their respective heirs, legal representatives, successors and assigns on account of this Agreement or any covenant, undertaking, or agreement to Lessor not to unreasonably withhold its consent or approval, an action for declaratory judgment or specific performance shall be Lessee's sole right and remedy in any dispute as to whether Lessor has breached such obligation.

26.6. **Warranty of Habitability and Fitness for Particular Purpose.** Lessee and Lessor expressly agree that there are and shall be no implied warranties of merchantability, habitability, fitness for a particular purpose or any other kind arising out of this Agreement, and there are no warranties which extend beyond those expressly set forth in this Agreement.

26.7. **Written Agreement.** It is understood and agreed by and between the parties hereto that this Agreement contains the final and entire agreement between said parties, and that they shall not be bound by any terms, statements, conditions or representations, oral or written, express or implied, not herein contained. This Agreement may not be modified orally or in any manner other than by written agreement signed by the parties hereto.

26.8. **Provisions that are Unlawful or Against Public Policy.** Every agreement contained in this

Agreement is, and shall be construed as a separate and independent agreement. If any term of this Agreement or the application thereof to any person or circumstances shall be invalid and unenforceable, the remaining provisions of this Agreement, the applications of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected.

26.9. **Conditions That Prevent Performance.** Whenever a period of time is herein prescribed for action to be taken by Lessor or Lessee, Lessor or Lessee shall not be liable or responsible for, and there shall be excluded from the computation for any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations or restrictions, or any other cause of any kind whatsoever which is beyond the reasonable control of Lessor or Lessee.

26.10. **Signatures of Both Parties Required.** The submission of this Agreement to Lessee shall not be construed as an offer nor shall Lessee have any rights with respect thereto unless Lessor executes a copy of this Agreement and delivers same to Lessee.

26.11. **Cooperating with Lessor's Financing Arrangements.** If, in connection with obtaining financing for the Project (including syndications, sales, or leasebacks), any lender or ground lessor shall request modifications to this Agreement as a condition for such financing, Lessee will not unreasonably withhold, delay, or defer its consent thereto, provided that such modifications do not increase the obligations of Lessee hereunder or materially adversely affect either the leasehold interest hereby created or Lessee's use and enjoyment of the Premises.

26.12. **Both Parties Must Consent to Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns. This provision shall not be deemed to grant Lessee any right to assign this Agreement or sublet the Premises or any part thereof other than as provided in Section 17 hereof.

26.13. **Time Is of Essence Clause.** All times, whenever stated in this Agreement, are declared to be of the essence of this Agreement.

27. Notices

27.1. **Contacting Lessee and Lessor.** All notices required or permitted hereunder shall be deemed to have been given if mailed in any United States Post Office by certified or registered mail, postage prepaid, return receipt requested, addressed to Lessor or Lessee respectively, at the following addresses or to such other addresses as the parties hereto may designate to the other in writing from time to time:

LESSOR

Hialeah Housing Authority  
Palm Centre  
240 East 1st Avenue, Suite 112  
Hialeah, Florida 33010

LESSEE

CareerSource South Florida  
7300 Northwest 19<sup>th</sup> Street  
Suite 500  
Miami, FL 33126

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28. Quiet Enjoyment

28.1. Scope of Implied Covenant of Quiet Enjoyment. Lessor covenants and agrees that upon Lessee paying the Rent and any other charges due and payable and observing and performing all the terms, covenants and conditions, on Lessee's part to be observed and performed, Lessee may peaceably and quietly enjoy the Premises hereby demised, subject, nevertheless, to the terms and conditions of this Agreement.

29. Waiver of Trial by Jury

29.1. Waiver of Jury Trial. Lessor and Lessee each agree to and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with Agreement the relationship of lessor and lessee, lessee's use or occupancy of the premises and/or any claim of injury or damage, and any statutory remedy.

30. Governing Law

30.1. Law Governing Contract. This Agreement shall be construed and governed by the laws of the state of Florida. Venue shall be in Miami-Dade County.

30.2 Severability. Should any provision of this Agreement and/or its conditions be illegal or not enforced under the laws of Florida, it or they shall be considered severable and the Agreement and its conditions shall remain in force and be binding upon the parties hereto as though the said provision had never been included.

IN WITNESS WHEREOF, Lessor has hereunto set its hand and seal, or has caused its name to be hereunto subscribed and Lessee has hereunto set its hand and seal, or has caused its corporate name to be hereunto subscribed and its corporate seal to be hereunto affixed and attested by its duly authorized officers, as the case may be, as of the day and year first above written.

\_\_\_\_\_  
As to Lessor

\_\_\_\_\_  
As to Lessee

LESSOR

By: Julio Ponce

Date: 8/15/19

LESSEE

By: Paul Kelly

Date: 7/15/19

RS \_\_\_\_\_

**EXHIBIT "A"**

LEASE ADDENDUM

I agree, as provided in the rental agreement, to pay (an amount that does not exceed 2 months' rent) as liquidated damages or an early termination fee if I elect to terminate the rental agreement, and the Lessor waives the right to seek additional rent beyond the month in which the Lessor retakes possession.

I do not agree to liquidated damages or an early termination fee, and I acknowledge that the Lessor may seek damages as provided by law.

\_\_\_\_\_  
As to Lessor

Walter [Signature]  
As to Lessee

LESSOR  
By: Julio Ponce

Date: 8/15/19  
LESSEE

By: [Signature]

Date: 7/15/19

[Signature]