

**COMMERCIAL LEASE**

**LEASE SUMMARY SECTION:**

**LANDLORD'S NAME AND NOTICE ADDRESS:**

The City of Pembroke Pines  
601 City Center Way  
Pembroke Pines, FL 33025  
Phone: 954-450-1060

**AGENT'S NAME AND ADDRESS FOR RENT:**

**TENANT'S NAME AND NOTICE ADDRESS:**

CHOICES FOR LIFE INC.  
4041 SW 70TH WAY  
DAVIE, FL 33314

**BUILDING:** 3,556 square feet in the Village Community Center

**DEMISED PREMISES (Section 1):**

Commencement Date: 10/15/2020

Rent Commencement Date: 10/15/2020

Termination Date: 11/1/2021

**RENEWAL TERM (Sections 2 & 3):**

Initial term shall be for one (1) year which may be renewed annually upon mutual consent by the Landlord and Tenant over the course of four (4) years by providing written notice to Landlord ninety (90) calendar days in advance of the lease term expiring.

**BASE RENT (Section 4):**

Base Rent: \$15.00 per square foot plus an additional \$1.00 per square foot for water, sewer and electricity.

Annual Base Rent: \$56,896.08 plus applicable taxes

Total Monthly Rent: \$4,741.34

**SECURITY DEPOSIT (Section 4):** \$1,000.00

**PERMITTED USE (Section 5):** Adult training program for people with intellectual & developmental disabilities.

**PROHIBITED USE (Section 5):** Any other use than above

**EXHIBITS:** \_\_\_\_\_



**THIS COMMERCIAL LEASE** ("Lease") is made this 1st day of October 15, 2020 (the "Effective Date") by and between the CITY OF PEMBROKE PINES, FLORIDA ("Landlord") and CHOICES FOR LIFE INC. (the "Tenant"). The terms and provisions set forth in the attached Lease Summary Section are incorporated into this Lease as if fully set forth herein.

**SECTION 1. DEMISED PREMISES.** In consideration of the rent hereafter agreed to be paid by Tenant to Landlord and the mutual promises hereinafter provided, Landlord does hereby lease and let unto Tenant, and Tenant does hereby lease from Landlord, those certain premises ("Demised Premises") located at 6700 NW 13th Street, Pembroke Pines, FL 33025 (the "Building"). The boundaries and location of the Demised Premises within the Building are indicated on Exhibit "A" attached hereto.

**SECTION 2. TERM OF LEASE.**

**2.1 Term.** This Lease will be for an initial term of one (1) year , unless sooner terminated as hereinafter provided ("Initial Term"); which Initial Term will begin on the Commencement Date as defined in the Lease Summary Section. At the expiration of the Initial Term, subject to the mutual consent of Landlord and Tenant, Tenant can renew this Lease for up to four (4) additional one (1) year terms as set forth in the Lease Summary Section, provided that Tenant is not then in default under the terms hereof, which remains uncured after any applicable notice and cure period ("Renewal Term"). To exercise its option, Tenant must give written notice of exercise to Landlord at least ninety (90) calendar days prior to the expiration of the Initial Term or the then-existing Renewal Term. The Initial Term and Renewal Term shall be collectively referred to as "Term."

**2.2 Commencement Date.** The "Commencement Date" of the Initial Term shall be the date set forth in the Lease Summary Section.

**SECTION 3. RENEWAL TERM.** In the event Tenant exercises the option to renew in accordance with Section 2, the Rent during the first year of any Renewal Term shall be adjusted to the then current market rate as determined by Landlord. The Rent during the remaining years of any Renewal Term shall be determined in accordance with Subsection 4.1. Except for the Rent, all of the terms, provisions, covenants, conditions and obligations of this Lease pertaining to the Initial Term shall automatically apply to any Renewal Term, unless modified by an amendment to this Lease.

**SECTION 4. RENT AND SECURITY DEPOSIT.**

**4.1 Rent.** Commencing on the Rent Commencement Date, Tenant covenants and agrees that it shall pay, without notice, demand, setoff or deduction, to Landlord or as Landlord directs, the annual Rent for each Lease Year of the Initial Term as set forth in the Lease Summary Section. For the purposes of this Lease, the term "Lease Year" shall mean and be defined as that certain twelve month period commencing on (a) the first day of the calendar month immediately following the Commencement Date, if the Commencement Date is other than the first day of a calendar month, or (b) the Commencement Date, and each successive twelve-month period that this Lease is in effect. The annual Rent shall be paid to Landlord in equal monthly installments on or before the 1<sup>st</sup> day of each month during each Lease Year of the Initial Term and any Renewal Term. If the Commencement Date is other than the first day of a calendar month, the Rent for the remaining portion of the calendar month in which the Commencement Date falls shall be prorated for the first month on the basis of a thirty



(30) day month and shall be paid on the Commencement Date. The Rent set forth in the Lease Summary Section shall be effective for the first Lease Year of the Initial Term of this Lease.

The term "Consumer Price Index" is defined as the Consumer Price Index for all Urban Consumers, U.S. City Average (1982-84=100) All Items, published by the United States Department of Labor, Bureau of Labor Statistics. The increase in the CPI shall be computed by subtracting the CPI used to calculate the Rent for the current Lease Year from the CPI reported on the U.S. Department of Labor, Bureau of Statistic's website available at <http://data.bls.gov/cgi-bin/surveymost?cu> for the month that is one hundred twenty (120) days prior to the first day of the upcoming Lease Year.

4.2 Security Deposit Upon the execution of this Lease, Tenant shall pay to Landlord a security deposit in the amount set forth in the Lease Summary Section. The security deposit is given to insure Tenant's faithful performance of all terms and provisions of this Lease as well as for the return of the Demised Premises to Landlord in accordance with the terms hereof upon the termination of this Lease. Landlord shall not be obligated to apply the security deposit on rents or other charges in arrears, or in damages for failure to perform the terms and conditions of this Lease. Application of the security deposit to the arrears of rental payments or damages shall be at the sole option of Landlord, and the right to possession of the Demised Premises by Landlord for nonpayment of Rent or for any other reason shall not in any event be affected by the security deposit. The security deposit is to be returned to Tenant when this Lease is terminated, according to the terms of this Lease, if not otherwise applied by reason of any breach of the terms and conditions of this Lease by Tenant. Tenant expressly acknowledges that Tenant shall not have the right to apply the security deposit to Rent or any other charges. In no event is the security deposit to be returned until Tenant has vacated the Demised Premises and delivered possession to Landlord.

In the event Landlord repossesses the Demised Premises because of the default of Tenant, or because of the failure by Tenant to carry out the terms and conditions of this Lease, Landlord may apply the security deposit on all damages suffered to the day of repossession and may retain the balance of the security deposit to apply on damages that may accrue or be suffered thereafter by reasons of a default or breach of Tenant. In the event the security deposit is to be returned to Tenant, the security deposit shall be returned within fifteen (15) days after Tenant surrenders the Demised Premises in a condition equally as good as originally accepted by Tenant, normal wear and tear accepted. If Tenant does not surrender the Demised Premises in such condition then Landlord may deduct such amounts from the security deposit as may be necessary to make proper repairs and return the remaining amount, if any, of the security deposit to Tenant.

Landlord shall not be obligated to hold the security deposit in a separate fund but may mix the security deposit with other funds of Landlord, and Landlord shall not be obligated to pay interest to Tenant on the security deposit.

4.3 Sales Tax. In addition to all rent due under this Lease, Tenant will pay an amount equal to any tax on all amounts classified as rent or additional rent which may be now or hereafter imposed by any lawful authority.



4.4 Personal Property Taxes. Tenant shall pay, prior to delinquency, all taxes assessed or levied upon its business operation, and upon its leasehold interest, trade fixtures, furnishings, equipment and personal property of any kind owned, installed or used by Tenant in, on or upon the Demised Premises, and all alterations, changes and additions thereto.

4.5 Late Charge and Bad Check Payments. In the event Tenant fails to pay a monthly installment of Rent, or any other charges by the tenth day of each month, Tenant shall pay Landlord a late charge equal to the lesser of eighteen percent (18%) per annum (1.5% per month) or the highest lawful rate on the total amount remaining unpaid from and after the due date thereof until received by Landlord. If Tenant pays the Rent or other payment with a bad check, Tenant shall pay to Landlord a bad check fee in the amount of \$100.00 and, at Landlord's option, Tenant shall pay all future Rent, sales tax and other charges by cash, cashier's check or by money order.

4.6 Assessments. In the event any governmental authority having jurisdiction shall levy an assessment against the real estate which is now or hereinafter becomes a part of the Building, for public betterment or improvements, Tenant shall also pay to Landlord as additional rent the full amount of such assessment.

4.7 Additional Rent. If Tenant shall become obligated to Landlord under this Lease for any sum other than Rent, the amount thereof shall be deemed to constitute additional rent and shall be due and payable by Tenant simultaneously with the next succeeding monthly installment of Rent or at such other time as may be expressly provided in this Lease for the payment of the same.

#### SECTION 5. USE OF DEMISED PREMISES.

5.1 It is understood and agreed between the parties hereto and Tenant covenants that the Demised Premises during the continuance of this Lease shall be used and occupied only by Tenant for the Permitted Use as defined and set forth in the Lease Summary Section, and for no other purpose or purposes without the prior written consent of Landlord. Tenant agrees to operate its business within the Demised Premises for such use during the entire term of this Lease, and to conduct its business at all times in a business-like and reputable manner. Tenant will not utilize the Demised Premises for any unlawful purpose. Tenant will comply with all applicable laws, ordinances, and regulations of governmental authorities, including especially but not by way of limitation, those laws, rules, ordinances and regulations regarding its use, storage and disposition of hazardous materials, pollutants.

5.2 Tenant shall not allow the Demised Premises to be used for a Prohibited Use as defined and set forth in the Lease Summary. Tenant's violation of this provision shall constitute a default hereunder and render this Lease null and void and Tenant shall forthwith, at Landlord's request, surrender possession of the Demised Premises to Landlord.

SECTION 6. CARE OF PREMISES. Tenant will not perform any acts or carry on any practices within the Demised Premises which may or create a nuisance and will keep the Demised Premises under its control clean and free from vermin, rubbish and debris at all times, and will store all trash and garbage within the Demised Premises or at Landlord's designated place therefore.



## SECTION 7. MAINTENANCE AND ALTERATIONS.

7.1 During the Term, Tenant shall at its own cost and expense, maintain the Demised Premises in a good, clean, sanitary and safe condition. Tenant will also maintain the Demised Premises so that they shall be in compliance with all applicable rules and regulations of governmental and quasi-governmental agencies, including (without limitation) the Americans with Disabilities Act (as the same may be amended).

7.2 Tenant shall not make any permanent alterations or improvements to Demised Premises without first obtaining Landlord's written consent to the design, cost, materials, size and location thereof, and Landlord's consent to, at Landlord's sole option, may also be conditioned upon the posting of a payment and performance bond. If Tenant desires to make any permanent improvement(s) or alteration(s), Tenant must submit the plans and specifications for such improvements or alterations to Landlord for its written approval prior to the commencement of any alterations or improvements to the Demised Premises, and the improvements or alterations shall be made in accordance with plans and specifications approved by Landlord. Tenant shall ensure that all improvements and alterations shall be performed by a licensed (Florida) general contractor that is bonded and insured and that all work shall be performed in a workmanlike manner and in compliance with all controlling laws, ordinances, orders, rules, regulations and other requirements of all controlling government authorities and, where applicable, Tenant must obtain all necessary governmental permits and authorizations at its sole cost prior to commencing any work. Upon completion of the improvements or alterations, Tenant shall provide Landlord with Releases of Lien from all contractors and/or subcontractors performing work at the Demised Premises. In the event any liens are filed by the contractor, subcontractors or materialmen related to the improvements or alterations, Tenant covenants and warrants that it shall within ten (10) days of the filing of the lien, either obtain a release of lien or insure that the lien is transferred to security in accordance with Section 713.24 of the Florida Statutes. The failure to transfer the lien to security within the ten (10) days shall constitute a default as defined in Section 17 herein. All alterations, additions, improvements and such fixtures, other than trade fixtures and equipment, which as a matter of law have become a part of the realty and which may be made or installed by either of the parties hereto upon the Demised Premises and which in any manner are attached to the floors, walls or ceiling shall, upon the expiration or termination of this Lease, become the property of Landlord without any payment by Landlord therefor, provided that Landlord may at its option require Tenant to remove from the Demised Premises at Tenant's expense all or any portion or item hereto specified at the expiration of this Lease. Tenant will pay any personal and/or real property tax that may be imposed by the proper taxing authorities upon any improvements made or requested by Tenant. Tenant will not install any lighting fixtures (inside or outside the Demised Premises), awnings, sliding doors in or on, alter the structure of or obstruct any portion of the Demised Premises in any manner without first having obtained Landlord's prior written consent therefore. Tenant agrees to remove all signs and personal insignia which may be displayed in or about the Demised Premises at the termination of this lease. Tenant agrees to pay Landlord for the repair of any damage caused to the Demised Premises by Tenant's removing such items. Anything in this Lease to the contrary notwithstanding, Tenant will not remove any wall fixtures, personal property, or other improvements from the Demised Premises without Landlord's prior written consent if Tenant is in default under any of Tenant's covenants or obligations under this Lease.



SECTION 8. JOINT AND SEVERAL LIABILITY. If Tenant shall consist of more than one party, it is understood that Landlord, at its election, may proceed directly against any one or more of such parties for payment and performance of all obligations of Tenant under this Lease without thereby waiving any rights against any other such party(ies), and such parties shall be jointly and severally liable hereunder. If Tenant is a partnership, it is understood that Landlord, at its election, may proceed directly against any one or more of the general partners for payment and performance of all obligations of Tenant under this Lease without thereby waiving any rights against any other of the remaining general partners, and such general partners shall be jointly and severally liable hereunder.

#### SECTION 9. INSURANCE.

9.1 During the Term, Tenant will, at its expense, procure and continue in force commercial general liability insurance with a limit of not less than One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) in the annual aggregate, or such greater amounts as may be required by Landlord from time to time in accordance with industry standards. Coverage shall include Damage To Premises Rented To You coverage. The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The City's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

9.2 All personal property of Tenant located in the Demised Premises shall be placed therein at Tenant's sole risk and Landlord shall have no liability for any loss or damage suffered to such personal property unless such damage is proximately caused by the negligence of Landlord. Tenant shall also procure and maintain throughout the Initial Term and any Renewal Term, a comprehensive property policy, including special perils insuring all of Tenant's property and all improvements and betterments in an amount which will insure the replacement value of Tenant's property and the improvements and betterments. As respects any improvements and betterments, the City of Pembroke Pines shall be named as a Loss Payee as their interest may appear. If Tenant has any equipment in the Demised Premises which emits any radiation, Tenant's insurance policy shall insure against all personal injuries and property damage resulting from radiation exposure.

9.3 Any insurance policies hereunder shall name Landlord as an additional insured, and Tenant will furnish Landlord evidence of such insurance coverage by way of an endorsement to same or a certificate of insurance no later than (10) days prior to the Commencement Date, unless otherwise sooner requested by Landlord. All such insurance will be with an insurance carrier acceptable to Landlord, and who must have a rating of no less than "excellent" as to management, and no less than "Class VI" as to financial strength by A.M. Bests. All such insurance policies may not be modified or terminated without thirty (30) days' prior written notice to Landlord.

9.4 Upon the default of Tenant in effecting any such insurance, Landlord may procure any such comparable insurance, and/or pay the premiums and other charges incidental thereto, and any and all reasonable amounts so paid by Landlord, together with the interest thereon from the date of such payment, at the rate of 10% per annum, shall be additional rental hereunder, and shall be paid with the next and subsequent installment of



Rent, which shall become due after such payment by Landlord, it being expressly agreed that the payment by Landlord of any such premium shall not be deemed to waive or release the default in the payment thereof by Tenant, or the right of Landlord to take such action as may be permissible hereunder, as is the case of default in the payment of Rent.

9.5 Tenant will cooperate with Landlord and Landlord will cooperate with Tenant in connection with the collection of any insurance monies that may be due in the event of loss, and will execute and deliver to Landlord such proofs of loss, and any other instruments that may be required for the purpose of facilitating the recovery of any such insurance monies, and in the event that Tenant shall fail or neglect to so cooperate or to execute, acknowledge, and deliver any such instrument, Landlord in addition to any other remedies, may, as the agent or attorney in fact of Tenant, execute and deliver any proofs of loss, and any other instruments as may be desirable to Landlord and any mortgagee, for the collection of such insurance monies, and Tenant hereby irrevocably nominates, constitutes and appoints Landlord, Tenant's proper and legal attorney in fact for such propose, hereby ratifying all that Landlord may do as such attorney in fact of Tenant. Landlord will cooperate with Tenant and any mortgagee in the same manner and to the same extent as Tenant is required to cooperate hereunder.

9.6 Landlord's Insurance. Landlord shall maintain comprehensive general liability insurance, casualty insurance, rent insurance and such other insurance as Landlord may deem necessary or desirable to protect Landlord against loss with respect to the Building or to protect Landlord against claims which may arise out of the operation of the Building. Tenant shall have no rights in any policy or policies maintained by Landlord and shall not be entitled to be a named or additional insured thereunder.

#### SECTION 10. HOLD HARMLESS.

10.1 Tenant agrees to indemnify and hold harmless Landlord against any and all claims, debt, demands, obligations, costs, fines or losses incurred by or which may be made against Landlord or against Landlord's title in the Demised Premises arising by reason of the following:

10.1.1 The failure by Tenant to perform any covenant required to be performed hereunder;

10.1.2 Any accident, injury or damage that shall happen in or about the Demised Premises or the Building resulting from any negligence, wrongful act or omission of Tenant or Tenant's officers, agents, employees, patients, invitees, or licensees, or resulting from the condition, maintenance or operation of the Demised Premises by Tenant;

10.1.3 The failure of Tenant to comply with any statute, law, ordinance, rule or regulation or any other requirement of any controlling governmental authorities; any lien or security agreement filed against the Demised Premises on account of labor, materials or services supplied to or for Tenant; or



10.1.4 Any attorneys' fees incurred by Landlord in connection with any of the foregoing regardless of whether such attorneys' fees are incurred in legal proceedings or otherwise.

If it becomes necessary for Landlord to defend any action seeking to impose any such liability, Tenant will pay Landlord all costs of court and reasonable attorneys' fees incurred by Landlord in such defense, in addition to any other sums which Landlord may be called upon to pay by reason of the entry of a judgment or decree against Landlord in the litigation in which such claim is asserted.

10.2 Tenant's obligations to indemnify set forth herein shall survive termination of this Lease.

#### SECTION 11. ASSIGNMENT AND SUBLETTING.

11.1 Tenant shall not voluntarily, involuntarily or by operation of law assign, mortgage or otherwise encumber this Lease, in whole or in part, nor sublet all or any part of the Demised Premises or permit the Demised Premises or any part thereof to be used or occupied by others, without first obtaining in each and every instance the prior written consent of Landlord, which consent may be granted or withheld in Landlord's sole discretion and will not be unreasonably withheld.

11.2 If this Lease or any interest therein is assigned, or if the Demised Premises or any part thereof is sublet or occupied by anyone other than Tenant without Landlord's prior written consent having been obtained, Landlord may nevertheless collect rent from the assignee, successor or occupant and apply the net amount collected to the Rent payments herein reserved, but no such assignment, subletting, occupancy or collection shall be deemed a waiver of the covenant herein against assignment and subletting or the acceptance of the assignee, subtenant or occupant as Tenant hereunder, or constitute a release of Tenant from the further performance by Tenant of the terms and provisions of this Lease.

11.3 If the Rent and other sums payable to Tenant by an assignee or subtenant for or in connection with an assignment of this Lease or the sublease of all or any part of the Demised Premises shall be in excess of the Rent and any additional rent provided for in this Lease (allocated on a per square foot basis in the event of a sublease of less than all of the Demised Premises), Tenant shall so notify Landlord and shall pay Landlord such excess as and when received by Tenant.

11.4 Notwithstanding any assignment or sublease, the Tenant listed on the Lease Summary Section will remain fully liable and will not be released from performing any of the terms of this Lease and any subtenant or assignee of Tenant shall be bound by the terms and provisions of this Lease. For purposes of this Section, if Tenant is/are a corporation, unincorporated association or partnership, any transfer, assignment or hypothecation of any stock or interest in such corporation, association or partnership which results in a change in the control thereof by the person, persons or entities owning a majority interest therein as of the date of this Lease, shall be deemed an assignment; provided, however, that this sentence shall not apply to Tenant the outstanding voting stock of which is held by more than one hundred (100) persons.



11.5 Landlord has the option at its own discretion to assign, transfer or dispose by any means its ownership interest in whole or part the Building. Any transfer of ownership interest by Landlord shall not affect the duties and obligations of Tenant under this Lease. In the event of a transfer of ownership interest, the obligations and duties of Tenant shall be owed to the new landlord. Notwithstanding the foregoing provision, Landlord grants to Tenant a right of first refusal to Purchase the Demised Premises to exercise at any time during the initial term of this lease.

SECTION 12. LANDLORD'S ACCESS TO DEMISED PREMISES. Landlord will have the right to enter upon the Demised Premises at all reasonable hours for the purpose of inspecting same, for exhibiting the Demised Premises to prospective mortgagees, or for making repairs to the Demised Premises or to any property owned or controlled by Landlord therein. Landlord will give reasonable notice of its intention to inspect the Demised Premises or for making repairs other than in the event of an emergency. If Landlord considers that certain repairs to the Demised Premises are to be made by Tenant as required under this Lease, then Landlord may demand that Tenant make same forthwith, and if Tenant refuses or neglects to commence such repairs and complete the same with reasonable dispatch after written notice by Landlord, Landlord may make or cause such repairs to be made and will not be responsible to Tenant for any loss or damage that may be suffered by Tenant's property found in the Demised Premises or business conducted therein by reason thereof, and if Landlord makes or causes such repairs to be made, Tenant agrees that the money due for services shall be deemed Additional Rent due hereunder. Tenant agrees that it will within fifteen (15) days after written notice from Landlord, pay to Landlord the cost of such repairs and interest shall accrue on such amount at 18% per annum if payment is not made within such fifteen (15) day period. Landlord may, during the ninety (90) day period prior to the expiration of this Lease or any time subsequent to the termination of this Lease, if terminated prior to the normal expiration date hereof, have access and entry to the Demised Premises during reasonable business hours for purposes of exhibiting the Demised Premises to other prospective tenants.

### SECTION 13. UTILITIES AND SERVICES

13.1 At all times during the term of this lease, Tenant shall be solely responsible for the following:

13.1.1 Cleaning Services. Usual and customary non-office hour janitor and cleaning services Monday through Friday, except holidays, in and about the Demised Premises. Week night cleaning shall include dusting, sweeping, mopping, vacuuming and removal of trash and garbage; however, Tenant shall pay, as additional rent, any special costs attributable to the cleaning of improvements within the Demised Premises other than building standard improvements, including any costs for cleaning areas used for serving or consumption of food or beverages;

13.1.2 Electricity and Sewer. Customary and usual electrical and sewer services; and

13.1.3 Water. Water at such points of supply as are provided or approved by Landlord;



13.2 Interruption of Service. No interruption in, or temporary stoppage of, any of the aforesaid services caused by repairs, renewals, improvements, alterations, strikes, lockouts, labor controversies, accident, inability to obtain fuel, supplies, materials, parts or equipment or other causes beyond the reasonable control of Landlord shall be deemed an eviction or disturbance of Tenant's use and possession, or render Landlord liable for damages, by abatement of rent or otherwise, or relieve Tenant from any obligation herein set forth. Tenant hereby releases all claims against Landlord for damages for interruption or stoppage of any said services. Landlord shall make all reasonable efforts to minimize the time of interruptions of any of the services provided to Tenant under the terms of this Lease.

13.3 Tenant's Utilities. Tenant shall pay or cause to be paid all charges for gas, cable, telephone and other utility services used, rendered or supplied to the Demised Premises during the Term.

#### SECTION 14. EMINENT DOMAIN.

14.1 Taking. If the whole of Landlord's property, Building or the Demised Premises, or if more than 20% of the floor area of the Building in which the Demised Premises is taken, which materially affects Tenant's use and occupancy of the Demised Premises shall be taken by condemnation or in any other manner for any public or quasi-public use or purpose, or sold under threat of that power, this Lease shall terminate as to the part taken or sold as of the date of vesting of title on such taking (herein referred to as "Date of Taking"), and the rent shall be prorated and adjusted as of such date.

14.2 Temporary Taking. If the temporary use or occupancy of all or any part of the Demised Premises shall be taken by condemnation or in any other manner for any public or quasi-public use or purpose during the term of this Lease, Tenant shall be entitled, except as hereinafter set forth, to receive that portion of the award or payment of such taking which represents compensation for the use and occupancy of the Demised Premises, for the taking of Tenant's property and for moving expenses. This Lease shall be and remain unaffected by such taking, and Tenant shall continue to pay in full the Rent when due. If the period of temporary use or occupancy shall extend beyond the expiration date of this Lease, that part of the award which represents compensation for the use and occupancy of the Demised Premises (or a part thereof), or the Property shall be divided between Landlord and Tenant so that Tenant shall receive so much as represents the period after such expiration date.

14.3 Partial Taking. In the event of any taking of less than the whole of the Building and/or the Property upon which the Demised Premises is situated which does not result in termination of this Lease: (a) subject to prior rights of first mortgage, Landlord, at its expense, shall proceed with reasonable diligence to repair the remaining parts of the Building and the Demised Premises (other than those parts of the Demised Premises which are Tenant's fixtures, furnishings, equipment, supplies and other personal property and contents) to substantially their former condition to the extent that the same be feasible (subject to reasonable changes which Landlord shall deem desirable) and so as to constitute a complete and tenantable Building and Demised Premises; and (b) Tenant, at its expense, shall proceed with reasonable diligence to make all necessary repairs and alterations to Tenant's



fixtures, furnishings, equipment, supplies and other personal property and contents to substantially their former condition to the extent that the same may be feasible, subject to reasonable changes which Tenant shall deem desirable. Such work by Tenant shall be deemed alterations as hereinafter defined. In the event of any partial taking, Tenant shall be entitled to a reduction in Rent for the remainder of the Lease term following such partial taking based upon the percentage of space taken relative to the original space leased.

14.4 Award. Tenant shall not be entitled to and expressly waives all claim to any part of the payment or award for any such taking, provided; however, that Tenant shall have the right to and may claim from the condemner, but not from Landlord, such compensation as may be recoverable by Tenant in its own right for (1) any taking of Tenant property, including any fixtures and improvements installed by Tenant at its expense, (2) moving expenses, (3) damages for cessation or interruption of Tenant's business, or (4) for any other damages Tenant is entitled to by law.

#### SECTION 15. FIRE OR CASUALTY DAMAGE.

15.1 If the Demised Premises or any portion of the Building shall be damaged or destroyed by fire, other casualty, acts of God or the elements, Landlord shall not have any obligation to repair and restore the same to substantially the same condition thereof existing immediately prior to such damage or destruction, or to the condition thereof existing as of effective date of this Lease, in Landlord's sole discretion.

If Landlord does not restore the Demised Premises within 180 days from the date of the occurrence, Tenant may, in addition to any other remedies available to it, upon 30 days prior written notice to Landlord, terminate this Lease retroactive to the date of the occurrence if the restoration is not completed within such 30 day period. But Landlord's time for restoration shall be extended one day for each day of delay (but in no event more than 10 days) attributable to reasons beyond its control.

15.2 If by reason of fire, other casualty, acts of God or the elements the Demised Premises are rendered wholly untenable, the Rent due under Section 3 hereof shall be fully abated from and after such casualty.

15.3 Except for such abatement of the Rent as hereinabove set forth, nothing herein contained shall be construed to abate any other obligations of Tenant hereunder. If such damage or other casualty shall be caused by the negligence of Tenant or of Tenant's subtenants, licensees, patients, contractors or invitees or to their respective agents or employees, there shall be no abatement of the Rent.

#### SECTION 16. DEFAULT AND TERMINATION.

16.1 Events of Default. The following shall constitute a default by Tenant:

16.1.1 Tenant's failure to pay and deliver to Landlord Rent or additional rent after they are due, or Tenant's failure to comply with any other financial obligation under this Lease, including the payment of any real estate taxes and insurance premiums, within five (5) days after written demand by Landlord;



16.1.3 Tenant's failure to diligently comply with any other provision of this Lease and in any event within thirty (30) days after written demand by Landlord, except that if any such failure is not capable of being cured within such thirty (30) day period, and if within such thirty (30) day period Tenant gives Landlord written notice of such fact specifying (i) why the failure cannot be cured within the thirty (30) day period, (ii) the steps Tenant will take to cure the failure, and (iii) the time when the failure can be cured, Tenant shall be given a reasonable time to cure such failure so long as Tenant has timely commenced and thereafter diligently proceeds to completely cure such failure as soon as possible.

16.1.5 If any voluntary or involuntary petition or similar pleading under any section or sections of any bankruptcy act shall be filed by or against Tenant, or any voluntary or involuntary proceeding in any court shall be instituted to declare Tenant insolvent or unable to pay Tenant's debts, and in the case of an involuntary petition or proceeding if same is not dismissed within sixty (60) days from the date it is filed, or if Tenant make an assignment for the benefit of its creditors, or if a receiver is appointed for any property of Tenant, or if Tenant's leasehold interest is levied upon under execution or is attached by process of law.

16.1.6 If Tenant fails to take possession of, vacates or abandons the Demised Premises. Tenant shall be deemed to have abandoned the Demised Premises if Tenant is absent therefrom for any consecutive thirty (30) day period.

16.1.7 If Tenant attempts to or actually does assign this Lease or sublets all or any part of the Demised Premises, or permits the Demised Premises or any part thereof to be used or occupied by others, without first obtaining in each and every instance the prior written consent of Landlord as required in Section 12 of this Lease.

16.1.8 Tenant's failure to prevent any detrimental impact on the adjacent neighborhood directly caused by the business operation of the Tenant.

## 16.2 Landlord's Remedies Upon Default.

16.2.1 If Tenant defaults under the terms and conditions of this Lease, as set forth above, Landlord shall have the immediate right, as permitted by law, without terminating this Lease and without notice, to enter into and repossess the Demised Premises for the account of Tenant, opening locked doors if necessary to effect such entrance, and may remove all persons and property from the Demised Premises and such property may be stored in a warehouse or elsewhere at the cost of, and for the account of Tenant without being liable for any action or prosecution of any kind for such entry or the manner thereof or loss of or damage to any property upon the Demised Premises. Should Landlord elect to re-enter as herein provided, or should Landlord take possession of the Demised Premises pursuant to legal proceedings, Landlord may either:

- (a) Terminate this Lease; or may
- (b) From time to time without terminating this Lease, make such alterations, improvements and repairs to the Demised Premises as



may be necessary to relet the Demised Premises, and may relet the Demised Premises or any part thereof for such term or terms (which may be for a term extending beyond the Initial Term) and at such rental or rentals and upon such other terms and conditions as Landlord in its sole discretion may deem advisable.

Upon each such reletting all monies received by Landlord from such reletting shall be applied as follows:

- (a) First, to the payment of any indebtedness other than Rent due hereunder from Tenant to Landlord;
- (b) Second, to the payment of any costs and expenses of such reletting, including brokerage fees, attorney's fees and costs of such alterations, improvements and repairs;
- (c) Third, to the payment of Rent or any other payment due and unpaid hereunder, and the residue, if any, shall be held by Landlord and applied towards the payment of future Rent due hereunder as the same may become due and payable hereunder.

In no event shall Tenant have any right to any monies received by Landlord from any reletting other than to have such monies applied towards the indebtedness of Tenant to Landlord as aforesaid, and to the extent such monies exceed any indebtedness of Tenant, they shall be the sole property of Landlord. If such rentals and other monies received from such reletting during any month is less than the Rent to be paid during that month by Tenant hereunder, Tenant shall pay any such deficiency to Landlord. Such deficiency shall be calculated and paid monthly.

No such entry or taking of possession of the Demised Premises by Landlord shall be construed as an election on its part to terminate this Lease, unless a written notice of such intention is given to Tenant by Landlord. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous default by written notice to Tenant. Should Landlord at any time terminate this Lease for any default, in addition to any other remedies it may have, it may recover from Tenant all damages incurred by reason of such breach including:

- (a) The cost of recovering and reletting the Demised Premises as referred to above;
- (b) All attorney's fees;
- (c) The worth at the time of such termination of the excess, if any, of the amount of all Rent reserved in this Lease for the remainder of the Initial Term or Renewal Term over the then reasonable rental value of the Demised Premises for the remainder of the Initial Term or Renewal Term.



All amounts described above shall be immediately due and payable from Tenant to Landlord. In any event, this Section shall not be deemed to require Landlord to re-enter the Demised Premises upon default by Tenant, and Landlord may, at its sole option, do nothing with respect to the Demised Premises and hold Tenant responsible for all Rent due Landlord as and when the same shall accrue from time to time thereafter. All remedies provided herein are in addition to all other remedies available to Landlord as provided by law.

16.2.2 It is hereby expressly understood and agreed by and between the parties hereto that Tenant shall not be entitled to any abatement or reduction of any Rent due Landlord in any eviction action or proceeding instituted by Landlord for non-payment of any Rent or other monies due, or in any eviction action or proceeding instituted by Landlord for any breach by Tenant of any covenant contained in this Lease.

SECTION 17. NON-LIABILITY OF LANDLORD. Landlord will not be responsible to Tenant for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining premises or any part of the premises adjacent to or connected with the Demised Premises hereby leased or any part of the Building of which the Demised Premises are a part or for any loss or damage resulting to Tenant or its property from such activities, including, but not being limited to, bursting, clogged or leaking water, gas, air-conditioning pipes and ducts, or sewer. This provision does not apply to any loss or damage to Tenant that may be occasioned by the gross negligence or wrongful acts of Landlord, its agents, employees, contractors or subcontractors.

SECTION 18. SIGNS. No signs, symbols or identifying marks shall be placed upon the Demised Premises, or upon the windows or the exterior of the doors or walls of the Demised Premises or the Building, without the prior written consent of Landlord, which consent shall be in Landlord's sole discretion.

SECTION 19. COVENANT AGAINST LIENS. Tenant will have no power or authority to create any lien or permit any lien to attach to Tenant's leasehold or to the estate, reversion or other interest of Landlord in the Demised Premises or other improvements of which the Demised Premises are a part. All materialmen, contractors, artisans, mechanics and laborers and other persons contracting with Tenant with respect to the Demised Premises or any part thereof, or any such party who may avail himself of any lien against the realty (whether same shall proceed in law or in equity) are hereby charged with notice that they will look solely to Tenant to secure payment of any amounts due for work done or material furnished to Tenant at the Demised Premises or for any other purpose during the term of this lease. Tenant shall indemnify Landlord against any loss or expenses incurred as a result of the assertion of any such lien.

SECTION 20. BROKEN GLASS. At Tenant's sole expense, Tenant will replace any and all interior window or door glass in or about the Demised Premises that are damaged or broken from any cause whatsoever with the same or equivalent window or glass. If the damage or breakage is due to fire, windstorm or due to any other casualty against which



Landlord is able to collect on its insurance, Tenant shall be responsible for any amount not covered by its insurance.

**SECTION 21. CONDITION OF DEMISED PREMISES OR, IN THE ALTERNATIVE, LANDLORD'S WORK.**

**21.1 Condition of the Demised Premises.** Unless the Lease Summary Section reflects that Landlord is improving and renovating the Demised Premises per an attached Exhibit "C," Tenant acknowledges that Tenant has inspected the Demised Premises and accepts the Demised Premises in the condition as they are on the Commencement Date.

**SECTION 22. RIGHTS RESERVED TO LANDLORD.** Landlord reserves the following rights, exercisable without notice and without liability to Tenant for damage or injury to property, person or business and without effecting an eviction, constructive or actual, or disturbance of Tenant's use or possession or giving rise to any claim for set-off or abatement of rent;

**22.3 Access.** To show the Demised Premises at reasonable hours, provided that Landlord shall obtain Tenant's advance permission to show the Demised Premises between the hours of 8:00 a.m. and 6:00 p.m. and shall give Tenant advance notice to show the Demised Premises during other hours.

**22.4 Keys.** To retain at all times, and to use in appropriate instances, keys to all doors within and into the Demised Premises (except for keys to Tenant's safe and drug closets). No locks shall be changed without the prior written consent of Landlord and in the event of any such change; Tenant shall at Tenant's expense furnish to Landlord a key to the changed lock.

**22.5 Alterations.** To decorate or to make repairs, alterations, additions, or improvements, whether structural or otherwise, in or about the Building, or any part thereof, and for such purposes to enter upon the Demised Premises, and, during the continuance of any said work, to temporarily close doors, entryways, public spaces and corridors in the Building and to interrupt or temporarily suspend Building services and facilities, provided that Landlord shall attempt to avoid interruption in Tenant's enjoyment of the Demised Premises to the extent reasonably possible.

**22.6 Title.** To have and retain a paramount title to the Demised Premises free and clear of any act of Tenant.

**SECTION 23. DEFAULT BY LANDLORD.** Landlord will in no event be charged with default in the performance of any of its obligations hereunder unless and until Landlord has failed to perform such obligations within thirty (30) days (or within such additional time as is reasonably required to correct any such default) after notice to Landlord by Tenant properly specifying wherein Landlord has failed to perform any such obligations. Tenant shall not have the right to setoff against any Rent or additional rent any damages which Tenant may have sustained by reason of Landlord's failure to perform any of the terms, covenants or conditions contained in this Lease on its part to be performed, unless and until Tenant obtains a judgment against Landlord. If Landlord is in default under this Lease,



Tenant's sole right and remedy shall be to recover a money judgment against Landlord, and Tenant shall not have the right to terminate this Lease or to vacate the Demised Premises unless Tenant's business in the Demised Premises is substantially and adversely affected due to Landlord's default.

SECTION 24. QUIET ENJOYMENT. Landlord agrees that if Tenant pays Rent, and other charges herein provided, and performs all of the covenants and agreements herein stipulated to be performed on Tenant's part, Tenant will at all times during the term of this Lease have the peaceable and quiet enjoyment and possession of the Demised Premises without any hindrance from Landlord or any other persons lawfully claiming through Landlord, except as to such portion of the Demised Premises as will be taken under the power of eminent domain.

SECTION 25. HOLDING OVER. If Tenant remains in possession of all or any part of the Demised Premises after the expiration of the term of this Lease, then Tenant will be deemed a Tenant of the Demised Premises from month-to-month, cancelable upon 15 days written notice, subject to all of the terms and provisions hereof, except only as to the term of this Lease. Provided, however, that if Tenant continues in possession after written notice from Landlord canceling such month-to-month tenancy, the basic annual rent payable pursuant to Subsection 4.1 hereof during such period as Tenant continues to hold the Demised Premises or any part thereof will be an amount equal to twice the basic annual rent in effect for the last lease year prior to the expiration of this Lease.

SECTION 26. LIEN UPON TENANT'S PROPERTY. All property, furniture, furnishings, equipment and fixtures of Tenant situated upon the Demised Premises during the term of this Lease will be and are hereby bound for the payment of the Rent and other charges specified herein and for the fulfillment of all covenants of this Lease, and a lien is hereby created thereon in favor of Landlord for the full and prompt payment of such amount and fulfillment of said covenants. The lien hereby created will be in addition to any statutory Landlord's lien. Tenant agrees that Landlord's lien for such payment may be enforced by distress, foreclosure or otherwise, at the sole option of Landlord, and Tenant agrees that such lien is granted to and vested in Landlord. Landlord agrees to subordinate its lien only to the lien of any institutional lender for Tenant's equipment, fixtures and improvements financed by a loan from such lender.

SECTION 27. SURRENDER OF DEMISED PREMISES. Tenant will deliver and surrender to Landlord possession of the Demised Premises upon expiration of this Lease, or its earlier termination as herein provided, broom clean, and in as good condition and repair as the same will be at the commencement of the term of this Lease, or may have been put by Landlord during the continuance thereof, excepting only ordinary wear and tear and damage by fire or the elements. Tenant will at its expense remove all property of Tenant, and Tenant will pay for the repair of all damage to the Demised Premises caused by such removal. Any property not so removed at the expiration of the term hereof will be deemed to have been abandoned by Tenant and may be retained or disposed of by Landlord, as Landlord may desire, and any of the costs therefor charged to Tenant. Tenant's obligation to observe and perform this covenant will survive the expiration or termination of this Lease.

SECTION 28. BROKERAGE. Tenant covenants, warrants and represents to Landlord that there was no broker instrumental in consummating this Lease and that no conversation nor prior negotiations were had by Tenant with any other broker concerning



the renting of the Demised Premises. Tenant agrees to protect, indemnify, save and keep harmless Landlord against and from all liabilities, claims, losses, costs, damages and expenses including attorneys' fees arising out of, resulting from or in connection with a breach of the foregoing covenant, warranty and representation.

SECTION 29. NOTICES. Any notice, request, demand, approval, consent or other communication which Landlord or Tenant may be required or permitted to give to the other party shall be in writing and shall be delivered or mailed to the other party at the address specified on the signature page hereof, or to the Demised Premises if such communication is to Tenant, or to such other address as either party will have designated by written notice to the other. Such notice shall be effective upon delivery if given by delivery. If notice is given by mail, it will be effective three (3) business days after the notice is deposited in the United State mail with postage prepaid, via certified or registered mail.

SECTION 30. GOVERNING LAW AND VENUE. This Lease will be construed in accordance with the laws of the State of Florida, without reference to its principles of conflicts of laws. Any suit, mediation, arbitration, special proceeding or other proceeding pertaining to this Lease will be brought in the courts of Broward County, Florida which will include all courts in and for the State of Florida and the United States District Court for the Southern District of Florida.

SECTION 31. ENTIRE AGREEMENT. This Lease, including the Lease Summary Section and the Exhibits attached hereto, represents the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersedes all other negotiations, understandings and representations (if any) made by and between the parties. This Lease may not be altered, modified or amended in any manner whatsoever unless the same is in writing and signed by the parties. The submission by Landlord of this Lease for execution by Tenant and the actual execution and delivery thereof by Tenant to Landlord shall have no binding force and effect unless and until Landlord shall have executed this Lease and a duplicate signed original thereof shall have been delivered to Tenant. If any provision contained in any rider or addenda hereto is inconsistent with any printed provision of this Lease, the provision contained in such rider or addenda shall supersede the printed provision.

SECTION 32. RADON GAS. Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon testing may be obtained from the local County Public Health Center.

SECTION 33. ATTORNEY'S FEES. In connection with any litigation, mediation, special proceeding or other proceeding arising out of or in connection with this Lease, the successful or prevailing party or parties shall be entitled to recover from the other party or parties reasonable fees of attorneys, paralegals, and legal assistants, court costs and all expenses even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals and post-judgment proceedings), together with any sales tax thereon, incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled. Landlord's liability for costs and reasonable attorney's



fees, however, shall not alter or waive Landlord's sovereign immunity or extend Landlord's liability beyond the limits established in section 768.28, Florida Statutes, as amended.

SECTION 34. FORCE MAJEURE. Except for the payment of Rent by Tenant, neither party shall be liable nor be deemed to be in default for any delay or failure in performance under this Lease or for other interruption of service deemed resulting, directly or indirectly, from acts of God, civil or military authorities, acts of the public enemy, war, whether or not declared, riots, insurrections, acts of government, accidents, fires, explosions, earthquakes, floods, hurricanes and tropical storms, failure of transportation, strikes or other work interruptions by employees or any similar or dissimilar cause beyond the control of either party so long as the party so delayed provides written notice to the other party within ten (10) days after the force majeure event occurs. The time for performance shall be deemed extended for a period equal to the duration of such event.

SECTION 35. WAIVER. No provision of this Lease will be deemed to have been waived by Landlord unless such waiver be in writing signed by Landlord and addressed to Tenant, and the consent or approval of Landlord to or of any act by Tenant requiring Landlord's consent or approval will not be deemed to waive or render unnecessary Landlord's consent or approval to or of any subsequent or similar act by Tenant. Nor will any custom or practice which may grow up between the parties in the administration of the provisions hereof be construed to waive or lessen the right of Landlord to insist upon the performance by Tenant in strict accordance with the terms hereof. The receipt by Landlord of any Rent with knowledge of a breach of any provision of this Lease shall not be deemed a waiver of such breach. No payment by Tenant or receipt by Landlord of a lesser amount than the Rent due Landlord shall be deemed to be other than on account of the earliest Rent then unpaid, nor shall any endorsement or statement on any check or any letter accompanying any check or payment by Tenant be deemed an accord and satisfaction, and Landlord may accept any such check or payment without prejudice to Landlord's right to recover the balance of such Rent due. Landlord may pursue any other remedy provided in this Lease, and no waiver by Landlord in favor of any other tenant or occupant of the Building shall constitute a waiver in favor of Tenant.

SECTION 36. RECORDING. Neither this Lease nor any memorandum thereof will be recorded without Landlord's prior written consent.

SECTION 37. DEFAULT INTEREST. All past due Rent, additional rent, and other sums payable by Tenant under this Lease will bear interest from the date due until paid at the highest lawful rate in effect at the time of such default.

SECTION 38. HAZARDOUS MATERIALS. Landlord represents and warrants to Tenant that Landlord has not received any summons, citation, letter or other communication, whether written or verbal, from any agency or department of any government concerning the presence on the Premises of any Hazardous Materials, and that should any such summons, citation, letter or other communication be received in the future, Landlord shall immediately notify Tenant of the fact and content thereof. In the event it is determined that any action must be taken by Landlord with regard to the presence, whether past, present or future, of any Hazardous Materials on the Premises, Landlord covenants and agrees to take all such actions necessary to promptly bring the Premises into compliance with all applicable laws or regulations.



Tenant shall not cause or permit any Hazardous Material to be brought upon, kept or used in or about the Leased Premises by Tenant, its agents, used in or about the Leased Premises by Tenant, its agents, employees, contractors or invitees, without the prior written consent of Landlord (which Landlord shall not unreasonably withhold as long as Tenant demonstrates to Landlord's reasonable satisfaction that such Hazardous Material is necessary or useful to Tenant's business and will be used, kept and stored in a manner that complies with all laws, rules, statutes and ordinances regulating any such Hazardous Material so brought upon or used or kept in or about the Leased Premises. If Tenant breaches the obligations stated above or if the presence of Hazardous Material on or about the Leased Premises caused or permitted by Tenant results in contamination, or if contamination of the Leased Premises or surrounding area by Hazardous Material otherwise occurs for which Tenant is legally liable to Landlord for damage resulting therefrom, then Tenant shall indemnify, defend and hold Landlord harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including, without limitation, diminution in value of the Leased Premises or the building, damages for the loss or restriction on use of rentable or usable space or of any amenity of the Leased Premises, and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees) which arise during or after the term of this Lease as a result of such contamination. This indemnification of Landlord by Tenant includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any federal, state, or local governmental agency or political subdivision because of Hazardous Material present in the soil or ground water on, under or about the Leased Premises. Without limiting the foregoing, if the presence of any Hazardous Material on or about the Leased Premises caused or permitted by Tenant results in any contamination of the Leased Premises or surrounding area, or causes the Leased Premises or surrounding area to be in violation of any laws, rules, statutes or ordinances, Tenant shall promptly take all actions at its sole expense as are necessary to return the Leased Premises and surrounding area to the condition existing prior to the introduction of any such Hazardous Material; provided that Landlord's approval of such actions shall first be obtained, which approval shall not be unreasonably withheld so long as such actions would not potentially have any material adverse long-term or short-term effect on the Leased Premises or surrounding area.

"Hazardous Materials", for purposes of this Section means substances (a) the presence of which requires investigation or remediation under any federal, state or local statute, regulation, ordinance, order, action, policy or common law; (b) which is defined as a "Hazardous Waste", Hazardous Substance", "Toxic Substance", pollutant or contaminate under any federal, state or local statute, regulation, rule or ordinance or amendments thereto; or (c) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, or otherwise hazardous, including specifically mercury, and is regulated by any governmental authority, agency, department, commission, board, agency or instrumentality of the United States, the State of Florida or any political subdivision thereof.

SECTION 39. AMERICANS WITH DISABILITIES ACT OF 1990. In the event that the Common Areas of the Building or any of Tenant improvements constructed by Landlord pursuant to Section 24 hereof are determined not to be in compliance with the architectural standards of Title III of the Americans With Disabilities Act of 1990, as amended, (the "Act"), Landlord, at its sole cost and expense, shall begin construction of any modifications to the Building or such tenant improvements as may be necessary in order to



comply with the requirements of the Act. Tenant shall be solely responsible for any non-compliance with the Act caused solely by improvements constructed by Tenant, if any, or by Tenant's use or occupancy of the Demised Premises.

SECTION 40. AUTHORITY TO CONTRACT OF TENANT. The individual signing this Lease on behalf of Tenant hereby represents and warrants that he/she is duly authorized to execute this Lease in the capacity indicated below; that Tenant is duly organized under the laws of the State of Florida, and that this Lease is a valid and binding obligation of Tenant enforceable according to its terms.

SECTION 41. TIME IS OF THE ESSENCE. It is understood and agreed between the parties hereto that time is of the essence of all of the terms and provisions of this Lease.

SECTION 42. LEGAL INTERPRETATION. It is the intent of both Landlord and Tenant that this Lease be drawn for the benefit of the parties thereto. Both parties acknowledge that they have been represented by legal counsel in the preparation and execution of this Lease. As such, at some time subsequent to the execution of this Lease, if there is a question as to an interpretation of any portion of this Lease, there shall be no inference made as to Landlord or Tenant as the drafter of this Lease.

SECTION 43. RELATIONSHIP OF PARTIES. The relationship between the parties hereto shall be solely as set forth herein, and neither party shall be deemed the employee, agent, partner or joint venturer of the other.

SECTION 44. THIRD PARTY BENEFICIARIES. This Lease is solely for the benefit of the parties hereto, and is not entered into for the direct or indirect benefit of any other person or entity including, but not limited to, patients of Landlord or patients of Tenant.

SECTION 45. EXCULPATION. Tenant agrees that it will look solely to the property of Landlord in the land and building comprising the Building of which the Demised Premises are a part for the collection of any judgment (or any other judicial process) requiring the payment of money by Landlord in the event of any default or breach by Landlord with respect to any of the terms, covenants and conditions of this Lease to be observed and performed by Landlord and no other property or estates of Landlord will be subject to levy, execution or other enforcement procedures for the satisfaction of Tenant's remedies. Any and all covenants, undertakings, and agreements on the part of Landlord are not personal covenants, undertakings or agreements and will not bind Landlord corporately or any assets of Landlord except Landlord's interest in the Building and property. All covenants, undertakings, and agreements are made and intended for the purpose of binding only Landlord's interest in the Building and property. IN NO EVENT SHALL LANDLORD BE LIABLE OR RESPONSIBLE FOR ANY CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES. No personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforceable against, Landlord or its agents, beneficiaries, partners, constituent partners, shareholders, officers, directors, or their respective heirs, executors, administrators, legal representatives, successors, or assigns on account of this Lease or on account of any covenant, undertaking, or agreement of Landlord in this Lease, all such liability being irrevocably and unconditionally waived by Tenant.

SECTION 46. SOVEREIGN IMMUNITY. The parties hereto acknowledge that Landlord is a political subdivision of the state of Florida and enjoys sovereign immunity.



Nothing in this Lease shall be construed to require Landlord to indemnify Tenant or insure Tenant for its negligence or to assume any liability for Tenant's negligence. Further, any provision in this Lease that requires Landlord to indemnify, hold harmless or defend Tenant from liability for any other reason shall not alter Landlord's waiver of sovereign immunity or extend Landlord's liability beyond the limits established in section 768.28, Florida Statutes, as amended.

SECTION 47. MODIFICATIONS FOR PROSPECTIVE LEGAL EVENTS. In the event any state or federal laws or regulations, now existing or enacted or promulgated after the date of this Lease, are interpreted by judicial decision, a regulatory agency, or legal counsel of both parties in such a manner as to indicate that the structure of this Lease may be in violation of such laws or regulations, the parties shall amend this Lease to the minimum extent possible to preserve the underlying economic and financial arrangements between Landlord and Tenant. If an amendment is not possible, or the parties cannot reach agreement on such amendment, then either party may terminate this Lease upon written notice to the other party.

SECTION 48. MATTERS OF RECORD. This Lease is subject to all matters of record affecting the Demised Premises.

SECTION 49. SURVIVAL. The representations and warranties contained in this Lease shall survive the termination and/or expiration of this Lease.

SECTION 50. BINDING EFFECT. Except as herein otherwise expressly provided, the terms and provisions hereof will be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and permitted assigns, respectively, of Landlord and Tenant.

SECTION 51. PARTIAL INVALIDITY. If any provision of this Lease or the application thereof to any person or circumstance shall to any extent be held invalid, then the remainder of this Lease or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby, and each provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

SECTION 52. SEVERABILITY. Each and every covenant and agreement contained in this Lease shall for all purposes be construed to be a separate and independent covenant and agreement, and the breach of any covenant or agreement contained herein by either party shall in no way or manner discharge or relieve the other party from its obligation to perform all other covenants and agreements herein.

SECTION 53. REMEDIES CUMULATIVE. Each right, power and remedy of Landlord or Tenant provided for in this Lease shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by Landlord or Tenant of any one or more of the rights, powers, or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by Landlord or Tenant.

SECTION 54. HEADINGS AND USE OF TERMS. The section and paragraph headings to this Lease are for convenience and reference only. The words as provided in the



section and paragraph headings will not be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the terms of this Lease. Terms defined in this Lease have the meaning, designation, and significance ascribed to the terms defined in this Lease.

SECTION 55. PATRIOT ACT. Tenant represents and warrants to Landlord as follows:

a. Neither Tenant nor any of its equity holders, parent corporations, subsidiaries or affiliates (collectively, the "Tenant Parties"), as applicable, is in violation of any laws relating to terrorism or money laundering, including 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 "Patriot Act").

b. None of the Tenant Parties is a "Prohibited Person" which is defined as (1) a person or entity that subject to the provisions of the Executive Order, (2) a person or entity owned or controlled by, or acting for or on behalf of, any person or entity that is subject to the provisions of the Executive Order, (3) a person or entity with whom Landlord is prohibited from dealing or otherwise engaging in any transaction by any terrorism or money laundering laws or regulations, including the Executive Order and the Patriot Act, (4) a person or entity who commits, threatens or conspires to commit or supports "terrorism" as defined in the Executive Order, (5) a person or entity that is named as a "specially designated national and blocked person" on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control at its official website, <http://www.treas.gov/ofac/tlstdn.pdf> or at any replacement website or other replacement official publication of such list, or (6) a person or entity who is affiliated with a person or entity listed above.

c. None of the Tenant Parties is or will (i) conduct(ing) any business or engage in any transaction or dealing with any Prohibited Person, including making or receiving any contribution of funds, goods or services to or for the benefit of any Prohibited Person, (ii) deal(ing) in or otherwise engage in any transaction relating to, any property or interests in property blocked pursuant to the Executive Order, or (iii) engage(ing) in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in the Executive Order or the Patriot Act.

*Signatures appear on the following page*

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals the dates set forth below.

*Signed, sealed and delivered  
in the presence of:*

**LANDLORD:**

CITY OF PEMBROKE PINES, FL, a Florida  
municipality



\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

*Signed, sealed and delivered  
in the presence of:*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

APPROVED as to legal form and legal sufficiency only  
and solely on behalf of Landlord by:

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

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Print: CHARLES DODGE, City Manager

Date: \_\_\_\_\_

**TENANT:**

CHOICES FOR LIFE INC., a Florida not-for-profit corporation

By: Noel Hall

Name: Noel Hall

Title: Owner

Date: 10/20/2020