

City of Lauderhill

Special Exception Application No. 24-SE-003

Christos Doctors Inn Walk-In Healthcare, LLC

I. APPLICANT INFORMATION

PETITIONER

Dr. Christopher Smith
Christos Doctors Inn Walk-In Healthcare, LLC

STATUS OF PETITIONER

Business Representative/Tenant

II. BACKGROUND INFORMATION

Requested Action

The petitioner requests approval of a Special Exception Use Application to allow an Office, Medical, with Controlled Substance Provider Use within the General Commercial (CG) zoning districts for the property located at 4300 N. University Dr. Suite C100, Lauderhill, Florida.

Applicable Land Development Regulations & City Codes:

Article III. Section 2.3 Allowable Uses
Article III Section 5.28 Offices
Article IV. Section 4.3 B. Existing zoning provisions and uses
Article IV, Section 4.4 Approval for Special Exception Uses

III. SITE INFORMATION

Legal Description

BOULEVARD SHOPPES NO 2 106-37 B LOT 1 THRU LOT 8 BLK 1 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.



Figure 1: 4300 N University Drive

The 5.8± acres site is a two-story multi-tenant office building with parking in front of the building and throughout the plaza. The building is approximately 97,800± square feet within the General Commercial (CG) zoning district. Figure 1 is an aerial photograph highlighting in red the subject property and showing the general location of the property in relation to the surrounding roadways.

Land Use/Zoning

Existing Land Use: Commercial
 Future Land Use Designation: Commercial
 Zoning Designation: General Commercial (CG)

Adjacent Designations:

	Existing Land Use	Future Land Use Designation	Zoning
North	Commercial	Commercial	CG
South	Open Space Park	Commercial	PO
East	Open Space Park	Commercial	PO
West	City of Sunrise	City of Sunrise	N/A

IV. ZONING HISTORY

Existing Special Exceptions

None

Violations

None.

Existing Variances

None

V. PLANNING ANALYSIS

As stipulated in the Land Development Regulations, Article IV, Section 4.6 Standards for Approval, the Planning and Development Department has reviewed the proposed request pursuant to the following special exception considerations:

1. The effect of such use on surrounding properties.
2. The suitability of the use in regard to its location, site characteristics, and intended purpose.
3. Access, traffic generation and road capacities.
4. Economic benefits or liabilities.
5. Demands on utilities, community facilities, and public services.
6. Compliance with the Comprehensive Land Use Plans for Broward County and/or the City of Lauderdale Lakes.
7. Factors relating to safety, health, and general public welfare.

Christos Doctors Inn Walk-In Healthcare is a medical office that will be providing services such as; immigration and Department of Transportation physical exams, skin cancer surgeries, urgent care and IV therapy. The medical programming for the proposed Christos Doctors Inn Walk-In would be overseen by Dr. Christopher Smith. Dr. Christopher Smith has owned and operated Christos Doctors Inn Walk-In Healthcare in Lauderdale Lakes, FL since 2017.

Dr. Smith holds a DEA license for the prescription of controlled substances. Due to the on-staff doctor being licensed with the authority to prescribe controlled substances, the business is considered an Office, Medical with controlled substance provider. According to the Florida Department of Health, Dr. Smith is in good standing with the Florida Board of Medicine and has no disciplinary actions on his record.

The proposed general days and hours of operation are six (6) days a week, Monday through Saturday 9:00 a.m. to 6:00 p.m., Sundays 2:00 p.m. to 6:00 p.m.

VI. RECOMMENDATION/ACTION

The Planning and Zoning Department recommends the City Commission adopt a resolution granting to Christos Doctors Inn Walk-In Healthcare to allow an Office, Medical, with

Controlled Substance Provider use within a 1,085 square feet unit within a 97,800 square feet site within the General Commercial (CG) zoning district located at 4300 N University Drive Suite C100 to the following conditions:

1. This Special Exception Use Development Order allows for no controlled substance prescriptions to anyone other than a patient in connection with a medical procedure performed or to be performed.
2. The Office, Medical, with Controlled Substance Provider use is restricted to a total of 1,085 square feet as indicated in the lease agreement. The expansion, alteration, enlargement or removal to another location of this use is prohibited and shall be unlawful unless the City Commission amends this development order to allow such expansion, alteration, enlargement or removal to another location. Notwithstanding the above, through the site plan modification process, the City Commission delegates to the Development Review Committee (DRC) the authority to allow the floor plan to be altered; however, the DRC is without authority to allow the expansion, enlargement, reduction or removal of the use to another location.
3. This Special Exception Use Development Order for Office, Medical with Controlled Substance Provider shall be specifically granted to Christos Doctors Inn Walk-In Healthcare and shall cover the licensed practitioners of Christos Doctors Inn Walk-In Healthcare (to include both employee practitioners and independent contractors working for Christos Doctors Inn Walk-In Healthcare where for clarification, such independent contractor bills under the billing number of Christos Doctors Inn Walk-In Healthcare and the patients are patients of record of Christos Doctors Inn Walk-In Healthcare, and such development order cannot be assigned, leased, subleased, transferred or otherwise conveyed to another entity. Any change of corporate ownership affecting 51% percent or more of the interest of the business or any of its assets in any manner shall trigger this provision. Further, this special exception use development order shall automatically expire and become null and void if any entity other than Christos Doctors Inn Walk-In Healthcare operates the medical space. All practitioners, employees, agents and independent contractors are subject to and covered by the express terms and conditions of the Special Exception Use Development Order.
4. The general days and hours of operation are six (6) days a week, Monday through Saturday 9:00 a.m. to 6:00 p.m., Sundays 2:00 p.m. to 6:00 p.m.. Any increase in hours of operation is prohibited and shall be unlawful unless the City Commission amends this development order to allow such increase.
5. Christos Doctors Inn Walk-In Healthcare shall be required to comply with, and operate in accordance with, all standards and requirements by the State of Florida, the Florida Board of Medicine, and the City when operating a Medical Office with Controlled Substance Practitioner.

6. Complaints to Code Enforcement, Police or the Florida Board of Medicine may cause the SEU approval to be reviewed by the City Commission for possible revocation.
7. Any violation of these conditions of approval may result in a public hearing before the City Commission and may result in the modification, suspension or revocation of this special exception use development order or its conditions or both.
8. If there are any code enforcement violations or liens, this Special Exception Use Development Order may be brought before the City Commission to be reconsidered, at which time the development order, or the conditions of approval, may be subject to modification, suspension and/or revocation.
9. Any special exception approval granted by the City Commission shall expire one hundred eighty (180) days after the date of approval, unless a development permit or site plan approval is applied for within the one hundred eighty-day period.
10. If a use which has been granted a special exception shall cease to operate for a continuous period of one (1) year, the special exception approval shall expire.
11. The owner shall execute a trespass agreement for the police department to keep on file for enforcement.

Any violation of these conditions may result in a public hearing before the City Commission in order to determine whether this special exception use development order should be revoked, suspended or modified.

VII. ATTACHMENTS

Attachment A - SEU Application Submittal

Attachment B - Floor Plan

Attachment C - Letter of Authorization

Attachment D - SEU Conditions Affidavit (draft provided to Applicant)



City of Lauderhill
 Planning & Zoning Department
 5581 W. Oakland Park Blvd., Lauderhill, FL 33313
 Phone: 954.730.3050

Special Exception – Application

DEADLINE: Initial paper submission and fee must be received by 5:00 PM on the day of the deadline. Electronic file submission must be provided on a USB with the submittal. Refer to the Department Meeting Schedule & Submittal Deadline” document provided on the City’s website for submission deadlines. **To ensure quality submittal, this project will only be added to the agenda when a complete submission has been provided. If a complete submission is not uploaded by the deadline, the application will be notified via email with an itemized list of outstanding items and/or corrections.**

Application Review Process:

Application Type	Step 1	Step 2	Step 3	Step 4	Step 5
Special Exception	Pre-Application Meeting with Staff	Staff Review	City Commission Review	Resolution from the City Commission	Applicant addresses any conditions & proceeds with the Certificate of Use (COU) application / process

APPLICATION SUBMISSION PROCESS: Upon reception of the **PAPER SUBMISSION** (see below) by Staff. Staff will review to ensure a complete submittal with 5 business days.

SUBMISSION: The following paper documents must be submitted:

PAPER		One (1) completed application with original signatures (All Owners of Record must sign)
		One (1) Affidavit (must be completed by the Landowner)
		One (1) Letter of Authorization (signed by the Landowner), if the Applicant is not the Landowner
		One (1) Letter of Authorization from the Condominium Association, if the property is a condominium
		Application Fee as established by the City Commission. Refer to Chapter 6 – Section. 6-10 – Enumeration of permit fees, regulations and inspection fees. Checks must be made payable to the “City of Lauderhill.”
		A certified copy of the Mailing list of all property owners within 500 feet of the site
		Copy of Deed or Contract to Purchase
		Copy of Lease (for Applicants who are renting)
		Written Narrative addressing each review standard & description of the proposed business/use operation
	Legal description of the property (i.e. the subdivision, block & lot; or metes & bounds description)	
USB		One (1) electronic version of the special exception package

Is the property for this application subject to unpaid city liens, fines or fees? Yes No
 If so, the Landowner must resolve all fees prior to placement on the City Commission agenda.



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Special Exception – Application

Applicability

Article IV – Development Review Requirements

Section 4.6. – Standards for approval:

The City Commission, in reviewing any application for approval of a special exception use, shall consider the following:

- A. The effect of such use on surrounding properties.
 - B. The suitability of the use in regard to its location, site characteristics, and intended purpose.
 - C. Access, traffic generation and road capacities.
 - D. Economic benefits or liabilities.
 - E. Demands on utilities, community facilities, and public services.
 - F. Compliance with the Comprehensive Land Use Plans for Broward County and/or the City of Lauderhill.
 - G. Factors relating to safety, health, and general public welfare.
- ...

Information about the Business / Use (to be included in the Narrative)

- Business Description (list all activities conducted at your business)
- Date the business is expected to open.
- Days and Hours of Operation for the Business (include the estimated number of employees on duty per day)
- Estimated number of persons that the business will employ
- List the job titles and approximate salaries for the proposed employees
- Size of the building area that the business will occupy
- Describe how your business will affect the residents who live close by.
- Describe how this business/ use will affect neighboring businesses.
- Explain what site characteristics make this location suitable for your business/ use.
- Explain how this business/ use will affect the community economically.
- Describe any fire hazards associated with the business/ use.
- Describe what security measures the business/ use will require.
- Describe any chemicals, fluids, gases or potentially hazardous substances that the business/ use requires or stores on-site.
- Describe the water demand that the business/ use may require (above "normal" bathroom needs for employees and customers to use toilets and washing).
- Describe any activity the proposed business/ use will utilize city park facilities.
- Describe any activity the proposed business/ use will generate noise, light or vibrations.
- Describe transit, automobile or pedestrian traffic that the proposed business/ use will create in the area.
- Describe any activity of the proposed business/ use may engage in related to alcohol, music or live entertainment.
- Describe any other aspects of the business/ use that may be relevant to the City's review not requested.



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Special Exception – Application

Additional Information about the Business / Use for Childcare / Schools

1. Provide evidence of financial responsibility: Submit monthly profit and loss statements for a 1 year period and a bank statement showing sufficient resources to cover any losses.
2. Provide evidence of ownership of the property or a contract or option to purchase or lease.
3. Provide evidence of a letter submitted to the Department of Public Services, Social Services Division, acknowledging your desire operate a child care facility.
4. Evidence of past job and education experience or both showing that the applicant and employees of the applicant are qualified to operate a child care facility.
5. List of all persons with a financial interest in the facility, along with affidavits from each stating whether or not that person was ever convicted of a crime. Also provide a copy of each person's driver's license and social security number.
6. The owner or operator of any child care facility shall annually provide proof that said facility has obtained and will continue in effect a Comprehensive General Liability Insurance Policy in the minimum amount of three hundred thousand dollars (\$300,000.00) for bodily injury and property damage. Proof of such insurance policy shall be provided to the Finance Department in conjunction with the filing of the Local Business Tax Receipt application. Said owner or director shall also provide the Finance Department thirty (30) days prior notice of the expiration or cancellation of said insurance policy.
7. Demonstrate conformance with the usable indoor floor space, outdoor play area, staff-to-child ratio, and toilet and bath facility requirements in Florida Administrative Code Section 65C-22.002, as may be amended from time-to-time.
8. If transportation services are provided, the following requirements shall apply:
9. The transportation services requirements specified in the Florida Administrative Code as may be amended from time-to-time.
10. Annually provide proof that said facility has obtained and will continue in effect a Comprehensive General Liability Insurance Policy in the minimum amount of one million dollars (\$1,000,000.00) for bodily injury and property damage. Proof of such insurance policy shall be provided to the Finance Department in conjunction with the filing of the Local Business Tax Receipt application. Said owner or director shall also provide the Finance Department thirty (30) days prior notice of the expiration or cancellation of said insurance policy.
11. Any other documentation that the Planning and Zoning Director deems relevant to the operation of such facility.



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Special Exception – Application

Property Description		
Street Address: 4300 N. University Dr	Folio Number(s): 494115120010	
Nearest Cross Street: NW 44 th St		
Subdivision: Boulevard Shopping No 2	Block: 106-37B(1)	Lot: 1-8

Business Information	
Business Name (if applicable): CHRISTOS DOCTORS INN WALK IN HEALTHCARE	Business Owner: CHRISTOS DOCTORS INN WALK IN HEALTHCARE
Mailing Address: 4300 N. UNIVERSITY DRIVE C100	City, State & Zip Code: LAUDERHILL FL. 33351
Phone Number: 954-682-9329	Email: CHRISTOSDOCTORSINN@GMAIL.COM

Applicant, Owner's Representative or Agent	Landowner (Owner of Record)
Business Name (if applicable): CHRISTOS DOCTORS INN WALK IN HEALTHCARE	Business Name (if applicable): MYP EXECUTIVE, LLC
Name and Title: CHRISTOPHER SMITH / MANAGER	Name and Title: SAM POTTER - EVP / COO
Signature: 	Signature:
Date: 03/19/2024	Date: 3/18/2024
Mailing Address: 4000 N. SR 7, STE 105	Mailing Address: 4500 N STATE RD 7, SUITE 100
City, State & Zip: LAUDERDALE LAKES FL: 33319	City, State & Zip Code: LAUDERDALE LAKES, FL 33319
Phone Number: 954-682-9329	Phone Number: 786-438-8783
Email: SMITHCHRISTOPHER@HOTMAIL.COM	Email: ALICEC@YMPREALSTATE.COM

All communication will be sent to the Landowner (Owner of Record) and Applicant.



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Special Exception – Application

Architect	Engineer
Business Name (if applicable):	Business Name (if applicable):
Name and Title:	Name and Title:
Signature:	Signature:
Date:	Date:
Mailing Address:	Mailing Address:
City, State & Zip:	City, State & Zip Code:
Phone Number:	Phone Number:
Email:	Email:

Attorney	Other
Business Name (if applicable):	Business Name (if applicable):
Name and Title:	Name and Title:
Signature:	Signature:
Date:	Date:
Mailing Address:	Mailing Address:
City, State & Zip:	City, State & Zip Code:
Phone Number:	Phone Number:
Email:	Email:



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Special Exception – Application

Site Data	
Development / Project Name:	
Briefly describe the special exception requested (a project narrative must be submitted separately that explains in greater detail the request & address each review standard 4.6. Standards for approval):	

Additional Information		
Have any other applications been submitted for this site?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If so, list the other applications & provide reference to the Meeting Date/ Results:		
Pre-Application Conference Date:		



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Special Exception – Application

AFFIDAVIT

I AM THE LANDOWNER OF RECORD (OR I HAVE FURNISHED THE CITY OF LAUDERHILL WITH A NOTARIZED LETTER FROM THE LANDOWNER AUTHORIZING ME TO SUBMIT THIS APPLICATION ON THEIR BEHALF), AND DO HEREBY SWEAR OR AFFIRM THE FOLLOWING:

1. THAT ALL OF THE INFORMATION CONTAINED IN THIS APPLICATION AND THE ATTACHMENTS ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.
2. CONSISTENT WITH THE LAND DEVELOPMENT REGULATIONS OF THE CITY OF LAUDERHILL, FLORIDA, I WILL CAUSE A SIGN AT LEAST THREE (3) SQUARE FEET IN SIZE TO BE POSTED ON THE SUBJECT PROPERTY FACING AND VISIBLE FROM THE STREET AT LEAST TEN (15) DAYS PRIOR TO THE PUBLIC HEARING. MOREOVER, I CERTIFY THE SIGN WILL REMAIN POSTED FOR THE DURATION OF THE TIME REQUIRED FOR THE POSTING OF THE SUBJECT PROPERTY AND A PHOTOGRAPH OF THE SIGN POSTED ON THE SUBJECT PROPERTY WILL BE PROVIDED TO THE CITY OF LAUDERHILL PLANNING AND ZONING DEPARTMENT AT LEAST SEVEN (7) DAYS PRIOR TO THE PUBLIC HEARING. I WILL CAUSE THIS SAME SIGN TO BE REMOVED WITHIN SEVEN (7) CALENDAR DAYS AFTER THE HEARING.
3. CONSISTENT WITH THE LAND DEVELOPMENT REGULATIONS, I WILL PROVIDE WRITTEN NOTICE TO ALL PROPERTY OWNERS WITHIN 500 FEET OF THE SUBJECT PROPERTY POSTMARKED NO FEWER THAN 15 CALENDAR DAYS BEFORE THE HEARING DATE. THE SAME WRITTEN NOTICE WILL BE PROVIDED TO ALL LARGE ASSOCIATIONS, BASED ON THE E-MAIL DISTRIBUTION LIST FURNISHED BY THE CITY.

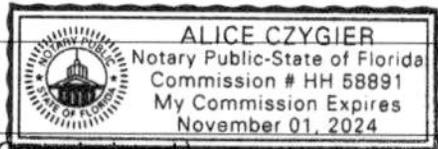
Landowner's Name: MYP Executive, LLC - Sam Potter
(or Authorized Official – Owner's Authorization Letter required if not the Owner of Record)

Address: 4500 N State Rd 7, Suite 100
Lauderdale Lakes FL 33319
(City) (State) (Zip Code)

[Signature]
Signature of Owner or Authorized Representative

SWORN AND SUBSCRIBED before me this 18th day of March, 2024 by means of physical presence or online notarization.

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA



Alice Czygier
(Name of Notary Public: Print, stamp, or Type as Commissioned.)

Personally know to me, or
 Produced identification: _____
(Type of Identification Produced)



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Special Exception – Application

ADDITIONAL RESOURCES:
REAL ESTATE RESEARCH SERVICES

The following companies have provided the required certified mailing list for previous applicants. This is not a comprehensive list of companies that provide this service, nor shall this be construed as a list of companies the City endorses. This is merely a list of businesses who have provided this service in the past.

Please refer to the yellow pages or internet search engine for additional sources.

Alldata Real Estate Systems, Inc.
290 NE 51st Street
Ft. Lauderdale, FL
(954) 772-1800

Cutro & Associates, Inc.
1025 Yale Drive
Hollywood, FL
(954) 920-2205

SIGN SPECIFICATIONS:

Sign will be three (3) feet by three (3) feet in size and of a durable material. The applicant is required to post the sign on the property for which approval is sought at least fifteen (15) days before the public hearing. No permit shall be required for such sign.

The sign shall be posted upon the property so as to face, and be visible from, the street upon which the property is located.

SIGN must be WHITE background, BLACK letters.

SIGN must be securely attached to two, 2" x 4" posts (with nails or screws), and must be a minimum of 3 feet above ground level.

POSTS shall be set a minimum of 18" below ground level.

**CITY OF LAUDERHILL
NOTICE
OF
PUBLIC HEARING**

SPECIAL EXCEPTION

DATE:

TIME:

LOCATION:

COMMISSION CHAMBERS

**5581 WEST OAKLAND PARK
BLVD**

LAUDERHILL, FLORIDA

**FOR ADDITIONAL INFORMATION
PLEASE CALL 954-730-3050**

EXECUTIVE UNIVERSITY COURTS
Lauderhill, Florida

OFFICE LEASE AGREEMENT

BETWEEN

MYP EXECUTIVE, LLC,
a Florida limited liability company
("LANDLORD")

AND

CHRISTOS DOCTORS INN WALK IN HEALTH CARE, LLC,
a Florida limited liability company
("TENANT")

OFFICE LEASE AGREEMENT

THIS OFFICE LEASE AGREEMENT (this "Lease") is made and entered into as of February _____, 2024 (the "Effective Date"), by and between MYP EXECUTIVE, LLC, a Florida limited liability company ("Landlord"), and CHRISTOS DOCTORS INN WALK IN HEALTH CARE, LLC, a Florida limited liability company ("Tenant"). The following exhibits and attachments are incorporated into and made a part of this Lease: **Exhibit A-1** (Outline and Location of Premises), **Exhibit B** (Expenses and Taxes), **Exhibit C** (Work Letter), **Exhibit D** (Commencement Letter), **Exhibit E** (Building Rules and Regulations), **Exhibit F** (Additional Provisions), **Exhibit G** (Intentionally Omitted) and **Exhibit H** (Intentionally Omitted).

1. **Basic Lease Information.**

- 1.01. **"Building"** shall mean the building located at 4300 N University Drive, Lauderhill, Florida 33351, and commonly known as Executive University Courts. **"Rentable Square Footage of the Building"** is deemed to be 97,800 square feet.
- 1.02. **"Premises"** shall mean the area shown on **Exhibit A** to this Lease. The Premises is located on the 1st floor and known as Suite C100. If the Premises include one or more floors in their entirety, all corridors and restroom facilities located on such full floor(s) shall be considered part of the Premises. The **"Rentable Square Footage of the Premises"** is deemed to be 1,085 square feet. Landlord and Tenant stipulate and agree that the Rentable Square Footage of the Building and the Rentable Square Footage of the Premises are correct.
- 1.03. **"Base Rent"**:

Months of Term	Annual Rate Per Square Foot	Annual Base Rent	Monthly Base Rent
April 1, 2024 – March 31, 2025	\$22.00	\$23,870.00	\$1,989.17
April 1, 2025 – March 31, 2026	\$22.66	\$24,586.10	\$2,048.84
April 1, 2026 – March 31, 2027	\$23.34	\$25,323.90	\$2,110.33
April 1, 2027 – March 31, 2028	\$24.04	\$26,083.40	\$2,173.62
April 1, 2028 – April 30, 2029	\$24.76	\$26,865.90	\$2,238.83

Notwithstanding anything in this Section of this Lease to the contrary, so long as Tenant is not in Default (as defined in Section 18) under this Lease, Tenant shall be entitled to an abatement of Base Rent in the amount of \$1,989.17 per month for the first (1st) full calendar month of the Term (as defined in Section 1.06), beginning with the first full calendar month of the Term (the **"Abatement Period"**) in an amount not to exceed \$1,989.17 (the **"Abated Rent"**). If Tenant is in Default beyond any applicable cure at any time during the Term, the unamortized portion of all realized Abated Rent shall immediately become due and payable. The payment by Tenant of the Abated Rent in the event of a Default shall not limit or affect any of Landlord's other rights, pursuant to this Lease or at law or in equity. During the Abatement Period, only Base Rent shall be abated, and all other Additional Rent and other costs and charges specified in this Lease shall remain as due and payable pursuant to the provisions of this Lease.

- 1.04. **"Tenant's Pro Rata Share"**: 1.11%.
- 1.05. **"Base Year"**: calendar year 2024.
- 1.06. **"Term"**: The period commencing on the Commencement Date (defined below) and, unless terminated earlier in accordance with this Lease, ending on the last day of the 61st full calendar month following the Commencement Date (the **"Expiration Date"**). The **"Commencement Date"** shall mean the date on which Landlord Work (defined in Section 1.14) is Substantially Complete (defined in Section 3). The parties anticipate that Landlord Work will be Substantially Complete on or about April 1, 2024 (the **"Target Commencement Date"**).
- 1.07. Intentionally Omitted.
- 1.08. **"Security Deposit"**: \$3,978.34, as more fully described in Section 6.
- 1.09. Intentionally Omitted.
- 1.10. **"Broker(s)"**: Cushman & Wakefield of Florida, Inc. (**"Landlord's Broker"**), which represented Landlord in connection with this transaction.
- 1.11. **"Permitted Use"**: Medical and administrative use.
- 1.12. **"Notice Address(es)"**:

<p>Landlord:</p> <p>MYP Executive, LLC c/o YMP Real Estate Management, LLC 4500 N State Road 7, Suite 100 Lauderdale Lakes, FL 33319</p>	<p>Tenant:</p> <p>Christos Doctors Inn Walk in Health Care, LLC, 4300 N University Drive Suite C100 Lauderhill, Florida 33351</p>
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- 1.13. **"Business Day(s)"** are Monday through Friday of each week, exclusive of New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day (**"Holidays"**). Landlord may designate additional Holidays that are commonly recognized by other office buildings in the area where the Building is located. **"Building Service Hours"** are 8:00 A.M. to 5:00 P.M. on Business Days.
- 1.14. **"Landlord Work"** means the work, if any, that Landlord is obligated to perform in the Premises pursuant to a separate agreement (the **"Work Letter"**) attached to this Lease as **Exhibit C**.
- 1.15. **"Property"** means the Building and the parcel(s) of land on which it is located and, at Landlord's discretion, the parking facilities and other improvements, if any, serving the Building and the parcel(s) of land on which they are located.
- 1.16. **"Prepaid Rent"**: \$2,098.57. Prepaid Rent shall be due upon the execution of this Lease by Tenant and shall be applied to the first month in which Base Rent is due from Tenant.

1.17. Tenant shall not record this Lease or any memorandum or notice without Landlord's prior written consent.

2. Lease Grant.

2.01. Landlord hereby leases the Premises to Tenant and Tenant hereby leases the Premises from Landlord. Tenant has the non-exclusive right to use any portions of the Property that are designated by Landlord for the common use of tenants and others (the "Common Areas").

2.02. For so long as this Lease is in full force and effect and Tenant is not in default hereunder, Landlord shall make available to Tenant its pro-rata share of Common Area parking spaces on an unassigned, nonexclusive basis. Such prorata share for each rentable square foot of Building space shall be determined by dividing the total number of available Common Area parking spaces by the total rentable square feet in the Building. As of the Effective Date, four (4) Common Area parking spaces per 1,000 rentable square feet in the Premises shall be available to Tenant free of charge for the Term of this Lease. Tenant may not use additional parking spaces without the prior written consent of Landlord. Tenant shall not interfere, nor permit its agents, employees, contractors, invitees or licensees to interfere with the rights of Landlord and others entitled to use the parking areas. All parking facilities furnished by Landlord shall be subject to the reasonable control and management of Landlord, who may, from time to time (i) establish, modify and enforce reasonable rules and regulations with respect thereto, including, but not limited, requiring parking identification, (ii) change or reconfigure the parking facilities, (iii) construct or repair any portion thereof, and/or (iv) assign parking spaces in designated areas.

3. Adjustment of Commencement Date; Possession.

3.01. Landlord Work shall be deemed to be "**Substantially Complete**" on the date that all Landlord Work has been performed, other than any details of construction, mechanical adjustment or any other similar matter, the non-completion of which does not materially interfere with Tenant's use of the Premises. If Landlord is delayed in the performance of Landlord Work as a result of the acts or omissions of Tenant, the Tenant Related Parties (defined in Section 13) or their respective contractors or vendors, including, without limitation, changes requested by Tenant to approved plans, Tenant's failure to comply with any of its obligations under this Lease, or Tenant's specification of any materials or equipment with long lead times (each a "**Tenant Delay**"), Landlord Work shall be deemed to be Substantially Complete on the date that Landlord could reasonably have been expected to Substantially Complete Landlord Work absent any Tenant Delay. Notwithstanding anything to the contrary in Section 1.06 above, Landlord's failure to Substantially Complete Landlord Work by the Target Commencement Date (described in Section 1.06) shall not be a default by Landlord or otherwise render Landlord liable for damages. Promptly after the determination of the Commencement Date, Landlord and Tenant shall execute and deliver a commencement letter in the form attached as **Exhibit D** (the "**Commencement Letter**"). Tenant's failure to execute and return the Commencement Letter, or to provide written objection to the statements contained in the Commencement Letter, within 30 days after the date of the Commencement Letter shall be deemed an approval by Tenant of the statements contained therein.

3.02. Subject to Landlord's obligation to perform Landlord Work, the Premises is accepted by Tenant in "as is" condition and configuration without any representations or warranties by Landlord. By taking possession of the Premises, Tenant agrees that the Premises

is in good order and satisfactory condition. Landlord shall not be liable for a failure to deliver possession of the Premises or any other space due to the holdover or unlawful possession of such space by another party, provided, however, that Landlord shall use reasonable efforts to obtain possession of any such space. In such event, the Commencement Date for the Premises, or the commencement date for such other space, as applicable, shall be postponed until the date Landlord delivers possession of such space to Tenant free from occupancy by any party. Except as otherwise provided in this Lease, Tenant shall not be permitted to take possession of or enter the Premises prior to the Commencement Date without Landlord's permission. If Tenant takes possession of or enters the Premises before the Commencement Date, Tenant shall be subject to the terms and conditions of this Lease; provided, however, except for the cost of services requested by Tenant (e.g. after hours HVAC service), Tenant shall not be required to pay Rent for any entry or possession before the Commencement Date during which Tenant, with Landlord's approval, has entered, or is in possession of, the Premises for the sole purpose of performing improvements or installing furniture, equipment or other personal property.

4. Rent.

4.01. Tenant shall pay Landlord, without any setoff or deduction, unless expressly set forth in this Lease, all Base Rent and Additional Rent due for the Term (collectively referred to as "Rent"). "Additional Rent" means all sums exclusive of Base Rent that Tenant is required to pay Landlord under this Lease. Tenant shall pay and be liable for all rental, sales and use taxes (but excluding income taxes), if any, imposed upon or measured by Rent. Base Rent and recurring monthly charges of Additional Rent shall be due and payable in advance on the first day of each calendar month without notice or demand, provided that the installment of Base Rent for the first full calendar month of the Term, and the first monthly installment of Additional Rent for Expenses and Taxes, shall be payable upon the execution of this Lease by Tenant. All other items of Rent shall be due and payable by Tenant on or before 30 days after billing by Landlord. Rent shall be made payable to the entity, and sent to the address, Landlord designates and shall be made by good and sufficient check payable in United States of America currency or by other means acceptable to Landlord. If Tenant does not pay any Rent when due hereunder, Tenant shall pay Landlord an administration fee in the amount of \$250.00, provided that Tenant shall be entitled to a grace period of 5 days for the first 2 late payments of Rent in a calendar year. In addition, past due Rent shall accrue interest at 12% per annum, and Tenant shall pay Landlord a reasonable fee for any checks returned by Tenant's bank for any reason. Landlord's acceptance of less than the correct amount of Rent shall be considered a payment on account of the oldest obligation due from Tenant hereunder, then to any current Rent then due hereunder, notwithstanding any statement to the contrary contained on or accompanying any such payment from Tenant. Rent for any partial month during the Term shall be prorated. No endorsement or statement on a check or letter accompanying payment shall be considered an accord and satisfaction. Tenant's covenant to pay Rent is independent of every other covenant in this Lease.

4.02. Tenant shall pay Tenant's Pro Rata Share of Expenses and Taxes in accordance with **Exhibit B** of this Lease.

5. Compliance with Laws; Use.

5.01. The Premises shall be used for the Permitted Use and for no other use whatsoever.

5.02. Tenant shall comply with all statutes, codes, ordinances, orders, rules and regulations of any municipal or governmental entity whether in effect now or later, including the Americans with Disabilities Act ("Law(s)"), regarding the operation of Tenant's business, the use, condition, configuration and occupancy of the Premises and the Building systems located in or exclusively serving the Premises. In addition, Tenant shall, at its sole cost and expense, promptly comply with any Laws that relate to the "Base Building" (defined below), but only to the extent such obligations are triggered by Tenant's use of the Premises, other than for general office use, or Alterations or improvements in the Premises performed or requested by Tenant. "Base Building" shall include the structural portions of the Building, the public restrooms and the Building mechanical, electrical and plumbing systems and equipment located in the internal core of the Building on the floor or floors on which the Premises is located. Tenant shall promptly provide Landlord with copies of any notices it receives regarding an alleged violation of Law.

5.03. Tenant shall not exceed the standard density limit for the Building. Tenant shall comply with the rules and regulations of the Building attached as **Exhibit E** and such other reasonable rules and regulations adopted by Landlord from time to time, including rules and regulations for the performance of Alterations (defined in Section 9.03).

6. Security Deposit.

The Security Deposit, if any, shall be delivered to Landlord upon the execution of this Lease by Tenant and held by Landlord without liability for interest (unless required by Law) as security for the performance of Tenant's obligations. The Security Deposit is not an advance payment of Rent or a measure of damages. Landlord may from time to time and without prejudice to any other remedy provided in this Lease or by Law, use all or a portion of the Security Deposit to the extent necessary to satisfy past due Rent or to satisfy any other loss or damage resulting from Tenant's breach under this Lease. If Landlord uses any portion of the Security Deposit, Tenant, within 5 days after demand, shall restore the Security Deposit to its original amount. Landlord shall return any unapplied portion of the Security Deposit to Tenant within 45 days after the later to occur of: (a) determination of the final Rent due from Tenant; or (b) the later to occur of the Expiration Date or the date Tenant surrenders the Premises to Landlord in compliance with Section 25. Landlord may assign the Security Deposit to a successor or transferee and, following the assignment, Landlord shall have no further liability for the return of the Security Deposit. Landlord shall not be required to keep the Security Deposit separate from its other accounts.

7. Building Services.

7.01. Landlord shall furnish Tenant with the following services: (a) water for use in the Base Building lavatories; (b) Intentionally Omitted; (c) Intentionally Omitted; (d) elevator service; (e) Intentionally Omitted; (f) access to the Building for Tenant and its employees 24 hours per day/7 days per week, subject to the terms of this Lease and such protective services or monitoring systems, if any, as Landlord may reasonably impose, including, without limitation, sign-in procedures and/or presentation of identification cards; and (g) such other services as Landlord reasonably determines are necessary or appropriate for the Property. If Landlord, at Tenant's request, provides any services which are not Landlord's express obligation under this Lease, including, without limitation, any repairs which are Tenant's responsibility pursuant to Section 9 below, Tenant shall pay Landlord, or such other party designated by Landlord, the cost of providing such service plus a reasonable administrative charge.

7.02. Electricity used by Tenant in the Premises shall be paid for by Tenant by separate charge billed by the applicable utility company and payable directly by Tenant.

7.03. Landlord's failure to furnish, or any interruption, diminishment or termination of services due to the application of Laws, the failure of any equipment, the performance of maintenance, repairs, improvements or alterations, utility interruptions or the occurrence of an event of Force Majeure (defined in Section 26.03) (collectively a "**Service Failure**") shall not render Landlord liable to Tenant, constitute a constructive eviction of Tenant, give rise to an abatement of Rent, nor relieve Tenant from the obligation to fulfill any covenant or agreement; Provided, however, that, if the Premises, or a material portion of the Premises, are made untenable for a period in excess of 3 consecutive Business Days as a result of a Service Failure that is due solely to Landlord's gross negligence or willful misconduct, then Tenant, as its sole remedy, shall be entitled to receive an abatement of Rent payable hereunder during the period beginning on the 4th consecutive Business Day of the Service Failure and ending on the day the service has been restored. If the entire Premises have not been rendered untenable by the Service Failure, the amount of abatement shall be equitably prorated.

8. **Leasehold Improvements.**

All improvements in and to the Premises, including any Alterations (defined in Section 9.03) (collectively, "**Leasehold Improvements**") shall remain upon the Premises at the end of the Term without compensation to Tenant; provided, however, that Tenant, at its expense, shall remove any Cable (defined in Section 9.01 below). In addition, Landlord, by written notice to Tenant at least 30 days prior to the Expiration Date, may require Tenant, at Tenant's expense, to remove any Alterations that, in Landlord's reasonable judgment, are of a nature that would require removal and repair costs that are materially in excess of the removal and repair costs associated with standard office improvements (the Cable and such other items collectively are referred to as "**Required Removables**"). Required Removables shall include, without limitation, internal stairways, raised floors, personal baths and showers, vaults, rolling file systems and structural alterations and modifications. The Required Removables shall be removed by Tenant before the Expiration Date. Tenant shall repair damage caused by the installation or removal of Required Removables. If Tenant fails to perform its obligations in a timely manner, Landlord may perform such work at Tenant's expense. Tenant, at the time it requests approval for a proposed Alteration, may request in writing that Landlord advise Tenant whether the Alteration, or any portion thereof, is a Required Removable. Within 10 days after receipt of Tenant's request, Landlord shall advise Tenant in writing as to which portions of the alteration or other improvements are Required Removables.

9. **Repairs and Alterations.**

9.01. Tenant shall periodically inspect the Premises to identify any conditions that are dangerous or in need of maintenance or repair. Tenant shall promptly provide Landlord with notice of any such conditions. Tenant, at its sole cost and expense, shall perform all maintenance and repairs to the Premises that are not Landlord's express responsibility under this Lease, and keep the Premises in good condition and repair, reasonable wear and tear excepted. Tenant's repair and maintenance obligations include, without limitation, repairs to: (a) floor covering; (b) interior partitions; (c) doors; (d) the interior side of demising walls; (e) Alterations (described in Section 9.03); (f) supplemental air conditioning units, kitchens, including hot water heaters, plumbing, and similar facilities exclusively serving Tenant, whether such items are installed by Tenant or are currently existing in the Premises; and (g) electronic, fiber, phone and data cabling and related equipment that is installed by or for the exclusive

benefit of Tenant (collectively, "**Cable**"). All repairs and other work performed by Tenant or its contractors, including that involving Cable, shall be subject to the terms of Section 9.03 below. If Tenant fails to make any repairs to the Premises for more than 15 days after notice from Landlord (although notice shall not be required in an emergency), Landlord may make the repairs, and, within 30 days after demand, Tenant shall pay the reasonable cost of the repairs, together with an administrative charge in an amount equal to 10% of the cost of the repairs.

9.02. Landlord shall keep and maintain in good repair and working order and perform maintenance upon the: (a) structural elements of the Building; (b) mechanical (including HVAC), plumbing and fire/life safety systems serving the Building in general; (c) Common Areas; (d) roof of the Building; (e) exterior windows of the Building; and (f) elevators serving the Building. Landlord shall promptly make repairs for which Landlord is responsible.

9.03. Tenant shall not make alterations, repairs, additions or improvements or install any Cable (collectively referred to as "**Alterations**") without first obtaining the written consent of Landlord in each instance, which consent shall not be unreasonably withheld or delayed. However, Landlord's consent shall not be required for any Alteration that satisfies all of the following criteria (a "**Cosmetic Alteration**"): (a) is of a cosmetic nature such as painting, wallpapering, hanging pictures and installing carpeting; (b) is not visible from the exterior of the Premises or Building; (c) will not affect the Base Building (defined in Section 5); and (d) does not require work to be performed inside the walls or above the ceiling of the Premises. Cosmetic Alterations shall be subject to all the other provisions of this Section 9.03. Prior to starting work, Tenant shall furnish Landlord with plans and specifications (which shall be in CAD format if requested by Landlord); names of contractors reasonably acceptable to Landlord (provided that Landlord may designate specific contractors with respect to Base Building and vertical Cable, as may be described more fully below); required permits and approvals; evidence of contractor's and subcontractor's insurance in amounts reasonably required by Landlord and naming Landlord and the managing agent for the Building (or any successor(s)) as additional insureds; and any security for performance in amounts reasonably required by Landlord. Landlord may designate specific contractors with respect to oversight, installation, repair, connection to, and removal of vertical Cable. All Cable shall be clearly marked with adhesive plastic labels (or plastic tags attached to such Cable with wire) to show Tenant's name, suite number, and the purpose of such Cable (i) every 6 feet outside the Premises (specifically including, but not limited to, the electrical room risers and any Common Areas), and (ii) at the termination point(s) of such Cable. Changes to the plans and specifications must also be submitted to Landlord for its approval. Alterations shall be constructed in a good and workmanlike manner using materials of a quality reasonably approved by Landlord, and Tenant shall ensure that no Alteration impairs any Building system or Landlord's ability to perform its obligations hereunder. Tenant shall reimburse Landlord for any sums paid by Landlord for third party examination of Tenant's plans for non-Cosmetic Alterations. In addition, Tenant shall pay Landlord a fee for Landlord's oversight and coordination of any non-Cosmetic Alterations equal to 10% of the cost of the non-Cosmetic Alterations. Upon completion, Tenant shall furnish "as-built" plans (in CAD format, if requested by Landlord) for non-Cosmetic Alterations, completion affidavits and full and final waivers of lien. Landlord's approval of an Alteration shall not be deemed a representation by Landlord that the Alteration complies with Law.

10. Entry by Landlord.

Landlord may enter the Premises to inspect, show or clean the Premises or to perform or facilitate the performance of repairs, alterations or additions to the Premises or any portion of the Building. Except in emergencies or to provide Building Services, Landlord shall provide

Tenant with reasonable prior verbal notice of entry and shall use reasonable efforts to minimize any interference with Tenant's use of the Premises. If reasonably necessary, Landlord may temporarily close all or a portion of the Premises to perform repairs, alterations and additions. However, except in emergencies, Landlord will not close the Premises if the work can reasonably be completed on weekends and after Building Service Hours. Entry by Landlord shall not constitute a constructive eviction or entitle Tenant to an abatement or reduction of Rent.

11. Assignment and Subletting.

11.01. Except in connection with a Business Transfer (defined in Section 11.04), Tenant shall not assign, sublease, transfer or encumber any interest in this Lease or allow any third party to use any portion of the Premises (collectively or individually, a "Transfer") without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed if Landlord does not exercise its recapture rights under Section 11.02. Without limitation, it is agreed that Landlord's consent shall not be considered unreasonably withheld if the proposed transferee is a governmental entity or an occupant of the Building or an occupant of any other buildings within the same project or if the proposed transferee, whether or not an occupant of the Building or an occupant of any other buildings within the same project, is in discussions with Landlord regarding the leasing of space within the Building or within any other buildings within the same project. If the entity(ies) which directly or indirectly controls the voting shares/rights of Tenant (other than through the ownership of voting securities listed on a recognized securities exchange) changes at any time, such change of ownership or control shall constitute a Transfer. Any Transfer in violation of this Section shall, at Landlord's option, be deemed a Default by Tenant as described in Section 18, and shall be voidable by Landlord. In no event shall any Transfer, including a Business Transfer, release or relieve Tenant from any obligation under this Lease, and Tenant shall remain primarily liable for the performance of the tenant's obligations under this Lease, as amended from time to time.

11.02. Tenant shall provide Landlord with financial statements for the proposed transferee (or, in the case of a change of ownership or control, for the proposed new controlling entity(ies)), a fully executed copy of the proposed assignment, sublease or other Transfer documentation and such other information as Landlord may reasonably request. Within 15 Business Days after receipt of the required information and documentation, Landlord shall either: (a) consent to the Transfer by execution of a consent agreement in a form reasonably designated by Landlord; (b) reasonably refuse to consent to the Transfer in writing; or (c) in the event of an assignment of this Lease or subletting of more than 20% of the Rentable Square Footage of the Premises for more than 50% of the remaining Term (excluding unexercised options), recapture the portion of the Premises that Tenant is proposing to Transfer. If Landlord exercises its right to recapture, this Lease shall automatically be amended (or terminated if the entire Premises is being assigned or sublet) to delete the applicable portion of the Premises effective on the proposed effective date of the Transfer, although Landlord may require Tenant to execute a reasonable amendment or other document reflecting such reduction or termination. Tenant shall pay Landlord a review fee of \$1,500.00 for Landlord's review of any requested Transfer.

11.03. Tenant shall pay Landlord 50% of all rent and other consideration which Tenant receives as a result of a Transfer that is in excess of the Rent payable to Landlord for the portion of the Premises and Term covered by the Transfer. Tenant shall pay Landlord for Landlord's share of the excess within 30 days after Tenant's receipt of the excess. In determining the excess due Landlord, Tenant may deduct from the excess, on a straight-line

basis, all reasonable and customary expenses directly incurred by Tenant attributable to the Transfer. If Tenant is in Default, Landlord may require that all sublease payments be made directly to Landlord, in which case Tenant shall receive a credit against Rent in the amount of Tenant's share of payments received by Landlord.

11.04. Tenant may assign this Lease to a successor to Tenant by merger, consolidation or the purchase of substantially all of Tenant's assets, or assign this Lease or sublet all or a portion of the Premises to an Affiliate (defined below), without the consent of Landlord, provided that all of the following conditions are satisfied (a "**Business Transfer**"): (a) Tenant must not be in Default; (b) Tenant must give Landlord written notice at least 15 Business Days before such Transfer; and (c) except in the case of an assignment or sublease to an Affiliate, the Credit Requirement (defined below) must be satisfied. Tenant's notice to Landlord shall include information and documentation evidencing the Business Transfer and showing that each of the above conditions has been satisfied. If requested by Landlord, Tenant's successor shall sign and deliver to Landlord a commercially reasonable form of assumption agreement. "**Affiliate**" shall mean an entity controlled by, controlling or under common control with Tenant. The "**Credit Requirement**" shall be deemed satisfied if, as of the date immediately preceding the date of the Business Transfer, the financial strength of (i) the entity with which Tenant is to merge or consolidate or (ii) the purchaser of substantially all of the assets of Tenant is not less than that of Tenant, as determined (x) based on credit ratings of such entity and Tenant by both Moody's and Standard & Poor's (or by either such agency alone, if applicable ratings by the other agency do not exist), or (y) if such credit ratings do not exist, then in accordance with Moody's KMV RiskCalc (i.e., the on-line software tool offered by Moody's for analyzing credit risk) based on CFO-certified financial statements for such entity and Tenant covering their last two fiscal years ending before the Transfer.

11.05. Notwithstanding anything to the contrary contained in this Section 11, neither Tenant nor any other person having a right to possess, use, or occupy (for convenience, collectively referred to in this subsection as "**Use**") the Premises shall enter into any lease, sublease, license, concession or other agreement for Use of all or any portion of the Premises which provides for rental or other payment for such Use based, in whole or in part, on the net income or profits derived by any person that leases, possesses, uses, or occupies all or any portion of the Premises (other than an amount based on a fixed percentage or percentages of receipts or sales), and any such purported lease, sublease, license, concession or other agreement shall be absolutely void and ineffective as a transfer of any right or interest in the Use of all or any part of the Premises.

12. Liens.

Tenant shall not permit mechanics' or other liens to be placed upon the Property, Premises or Tenant's leasehold interest in connection with any work or service done or purportedly done by or for the benefit of Tenant or its subtenants or transferees. Tenant shall give Landlord notice at least 15 days prior to the commencement of any work in the Premises to afford Landlord the opportunity, where applicable, to post and record notices of non-responsibility. Tenant, within 10 days of notice from Landlord, shall fully discharge any lien by settlement, by bonding or by insuring over the lien in the manner prescribed by the applicable lien Law and, if Tenant fails to do so, Tenant shall be deemed in Default under this Lease and, in addition to any other remedies available to Landlord as a result of such Default by Tenant, Landlord, at its option, may bond, insure over or otherwise discharge the lien. Tenant shall reimburse Landlord for any amount paid by Landlord, including, without limitation, reasonable attorneys' fees. Landlord shall have the right to require Tenant to post a performance or payment bond in connection with any

work or service done or purportedly done by or for the benefit of Tenant. Tenant acknowledges and agrees that all such work or service is being performed for the sole benefit of Tenant and not for the benefit of Landlord.

13. Indemnity and Waiver of Claims.

Except to the extent caused by the negligence or willful misconduct of Landlord or any Landlord Related Parties (defined below), Tenant shall indemnify, defend and hold Landlord and Landlord Related Parties harmless against and from all liabilities, obligations, damages, penalties, claims, actions, costs, charges and expenses, including, without limitation, reasonable attorneys' fees and other professional fees (if and to the extent permitted by Law) (collectively referred to as "**Losses**"), which may be imposed upon, incurred by or asserted against Landlord or any of the Landlord Related Parties by any third party and arising out of or in connection with any damage or injury occurring in the Premises or any acts or omissions (including violations of Law) of Tenant, its trustees, managers, members, principals, beneficiaries, partners, officers, directors, employees and agents (the "**Tenant Related Parties**") or any of Tenant's transferees, contractors or licensees. Tenant hereby waives all claims against and releases Landlord and its trustees, managers, members, principals, beneficiaries, partners, officers, directors, employees, Mortgagees (defined in Section 23) and agents (the "**Landlord Related Parties**") from all claims for any injury to or death of persons, damage to property or business loss in any manner related to (a) Force Majeure, (b) acts of third parties, (c) the bursting or leaking of any tank, water closet, drain or other pipe, (d) the inadequacy or failure of any security or protective services, personnel or equipment, or (e) any matter not within the reasonable control of Landlord.

14. Tenant's Insurance. Tenant shall maintain the following coverages in the following amounts:

14.01. Commercial General Liability Insurance covering claims of bodily injury, personal injury and property damage arising out of Tenant's operations and contractual liabilities, including coverage formerly known as broad form, on an occurrence basis, with minimum primary limits of \$1,000,000 each occurrence and \$2,000,000 annual aggregate (and not more than \$25,000 self-insured retention) and a minimum excess/umbrella limit of \$2,000,000.

14.02. Property insurance covering (i) all office furniture, business and trade fixtures, office equipment, free-standing cabinet work, movable partitions, merchandise and all other items of Tenant's property in the Premises installed by, for, or at the expense of Tenant ("**Tenant's Property**"), and (ii) any Leasehold Improvements installed by or for the benefit of Tenant, whether pursuant to this Lease or pursuant to any prior lease or other agreement to which Tenant was a party ("**Tenant-Insured Improvements**"). Such insurance shall be written on a special cause of loss form for physical loss or damage, for the full replacement cost value (subject to reasonable deductible amounts) without deduction for depreciation of the covered items and in amounts that meet any co-insurance clauses of the policies of insurance, and shall include coverage for damage or other loss caused by fire or other peril, including vandalism and malicious mischief, theft, water damage of any type, including sprinkler leakage, bursting or stoppage of pipes, and explosion, and providing business interruption coverage for a period of one year.

14.03. Worker's Compensation and Employer's Liability or other similar insurance to the extent required by Law.

14.04. Form of Policies. The minimum limits of insurance required to be carried by Tenant shall not limit Tenant's liability. Such insurance shall (i) be issued by an insurance company that has an A.M. Best rating of not less than A-VIII; (ii) be in form and content reasonably acceptable to Landlord; and (iii) provide that it shall not be canceled or materially changed without 30 days' prior notice to Landlord, except that 10 days' prior notice may be given in the case of nonpayment of premiums. Tenant's Commercial General Liability Insurance shall (a) name Landlord, Landlord's managing agent, and any other party designated by Landlord ("**Additional Insured Parties**") as additional insureds; and (b) be primary insurance as to all claims thereunder and provide that any insurance carried by Landlord is excess and non-contributing with Tenant's insurance. Landlord shall be designated as a loss payee with respect to Tenant's Property insurance on any Tenant-Insured Improvements. Tenant shall deliver to Landlord, on or before the Commencement Date and at least 15 days before the expiration dates thereof, certificates from Tenant's insurance company on the forms currently designated "**ACORD 28**" (Evidence of Commercial Property Insurance) and "**ACORD 25-S**" (Certificate of Liability Insurance) or the equivalent. Attached to the ACORD 25-S (or equivalent) there shall be an endorsement naming the Additional Insured Parties as additional insureds which shall be binding on Tenant's insurance company and shall expressly require the insurance company to notify each Additional Insured Party in writing at least 30 days before any termination or material change to the policies, except that 10 days' prior notice may be given in the case of nonpayment of premiums. Upon Landlord's request, Tenant shall deliver to Landlord, in lieu of such certificates, copies of the policies of insurance required to be carried under Section 14.01 showing that the Additional Insured Parties are named as additional insureds.

14.05. Tenant shall maintain such increased amounts of the insurance required to be carried by Tenant under this Section 14, and such other types and amounts of insurance covering the Premises and Tenant's operations therein, as may be reasonably requested by Landlord, but not in excess of the amounts and types of insurance then being required by landlords of buildings comparable to and in the vicinity of the Building.

15. **Subrogation.**

Subject to Section 16, each party waives, and shall cause its insurance carrier to waive, any right of recovery against the other for any loss of or damage to property which loss or damage is (or, if the insurance required hereunder had been carried, would have been) covered by insurance. For purposes of this Section 15, any deductible with respect to a party's insurance shall be deemed covered by, and recoverable by such party under, valid and collectable policies of insurance.

16. **Casualty Damage.**

16.01. If all or any portion of the Premises becomes untenable or inaccessible by fire or other casualty to the Premises or the Common Areas (collectively a "**Casualty**"), Landlord, with reasonable promptness, shall cause a general contractor selected by Landlord to provide Landlord with a written estimate of the amount of time required, using standard working methods, to substantially complete the repair and restoration of the Premises and any Common Areas necessary to provide access to the Premises ("**Completion Estimate**"). Landlord shall promptly forward a copy of the Completion Estimate to Tenant. If the Completion Estimate indicates that the Premises or any Common Areas necessary to provide access to the Premises cannot be made tenantable within 270 days from the date the repair is started, then either party shall have the right to terminate this Lease upon written notice to the other within 10 days after Tenant's receipt of the Completion Estimate. Tenant, however, shall not have the right to

terminate this Lease if the Casualty was caused by the negligence or intentional misconduct of Tenant or any Tenant Related Parties. In addition, Landlord, by notice to Tenant within 90 days after the date of the Casualty, shall have the right to terminate this Lease if: (1) the Premises have been materially damaged and there is less than 2 years of the Term remaining on the date of the Casualty; (2) any Mortgagee requires that the insurance proceeds be applied to the payment of the mortgage debt; or (3) a material uninsured loss to the Building or Premises occurs.

16.02. If this Lease is not terminated, Landlord shall promptly and diligently, subject to reasonable delays for insurance adjustment or other matters beyond Landlord's reasonable control, restore the Premises and Common Areas. Such restoration shall be to substantially the same condition that existed prior to the Casualty, except for modifications required by Law or any other modifications to the Common Areas deemed desirable by Landlord. Notwithstanding Section 15, upon notice from Landlord, Tenant shall assign or endorse over to Landlord (or to any party designated by Landlord) all property insurance proceeds payable to Tenant under Tenant's insurance with respect to any Leasehold Improvements performed by or for the benefit of Tenant; provided if the estimated cost to repair such Leasehold Improvements exceeds the amount of insurance proceeds received by Landlord from Tenant's insurance carrier, the excess cost of such repairs shall be paid by Tenant to Landlord prior to Landlord's commencement of repairs. Within 15 days of demand, Tenant shall also pay Landlord for any additional excess costs that are determined during the performance of the repairs to such Leasehold Improvements. In no event shall Landlord be required to spend more for the restoration of the Premises and Common Areas than the proceeds received by Landlord, whether insurance proceeds or proceeds from Tenant. Landlord shall not be liable for any inconvenience to Tenant, or injury to Tenant's business resulting in any way from the Casualty or the repair thereof. Provided that Tenant is not in Default, during any period of time that all or a material portion of the Premises is rendered untenantable as a result of a Casualty, the Rent shall abate for the portion of the Premises that is untenantable and not used by Tenant.

17. **Condemnation.**

Either party may terminate this Lease if any material part of the Premises is taken or condemned for any public or quasi-public use under Law, by eminent domain or private purchase in lieu thereof (a "Taking"). Landlord shall also have the right to terminate this Lease if there is a Taking of any portion of the Building or Property which would have a material adverse effect on Landlord's ability to profitably operate the remainder of the Building. The terminating party shall provide written notice of termination to the other party within 45 days after it first receives notice of the Taking. The termination shall be effective as of the effective date of any order granting possession to, or vesting legal title in, the condemning authority. If this Lease is not terminated, Base Rent and Tenant's Pro Rata Share shall be appropriately adjusted to account for any reduction in the square footage of the Building or Premises. All compensation awarded for a Taking shall be the property of Landlord. The right to receive compensation or proceeds are expressly waived by Tenant, provided, however, Tenant may file a separate claim for Tenant's Property and Tenant's reasonable relocation expenses, provided the filing of the claim does not diminish the amount of Landlord's award. If only a part of the Premises is subject to a Taking and this Lease is not terminated, Landlord, with reasonable diligence, will restore the remaining portion of the Premises as nearly as practicable to the condition immediately prior to the Taking.

18. **Events of Default.**

In addition to any other default specifically described in this Lease, each of the following occurrences shall be a "**Default**": (a) Tenant's failure to pay any payment due under this Lease when due, if the failure continues for 3 days after written notice to Tenant ("**Monetary Default**"); (b) Tenant's failure (other than a Monetary Default) to comply with any term, provision, condition or covenant of this Lease, if the failure is not cured within 10 days after written notice to Tenant provided, however, if Tenant's failure to comply cannot reasonably be cured within 10 days, Tenant shall be allowed additional time (not to exceed 60 days) as is reasonably necessary to cure the failure so long as Tenant begins the cure within 10 days and diligently pursues the cure to completion; (c) Tenant permits a Transfer without Landlord's required approval or otherwise in violation of Section 11 of this Lease; (d) Tenant or Guarantor becomes insolvent, makes a transfer in fraud of creditors, makes an assignment for the benefit of creditors, admits in writing its inability to pay its debts when due or forfeits or loses its right to conduct business; (e) the leasehold estate is taken by process or operation of Law; (f) in the case of any ground floor or retail Tenant, Tenant does not take possession of or abandons or vacates all or any portion of the Premises; or (g) Tenant is in default beyond any notice and cure period under any other lease or agreement with Landlord at the Building or Property. If Landlord provides Tenant with notice of Tenant's failure to comply with any specific provision of this Lease on 2 separate occasions during any 12 month period, Tenant's subsequent violation of such provision shall, at Landlord's option, be an incurable Default by Tenant. All notices sent under this Section shall be in satisfaction of, and not in addition to, notice required by Law.

19. **Remedies.**

19.01. Upon Default, Landlord shall have the right to pursue any one or more of the following remedies:

Terminate this Lease, in which case Tenant shall immediately surrender the Premises to Landlord. If Tenant fails to surrender the Premises, Landlord, in compliance with Law, may enter upon and take possession of the Premises and remove Tenant, Tenant's Property and any party occupying the Premises. Tenant shall pay Landlord, on demand, all past due Rent and other losses and damages Landlord suffers as a result of Tenant's Default, including, without limitation, all Costs of Reletting (defined below) and any deficiency that may arise from reletting or the failure to relet the Premises. "**Costs of Reletting**" shall include all reasonable costs and expenses incurred by Landlord in reletting or attempting to relet the Premises, including, without limitation, legal fees, brokerage commissions, the cost of alterations and the value of other concessions or allowances granted to a new tenant.

Terminate Tenant's right to possession of the Premises and, in compliance with Law, remove Tenant, Tenant's Property and any parties occupying the Premises. Landlord may (but shall not be obligated to) relet all or any part of the Premises, without notice to Tenant, for such period of time and on such terms and conditions (which may include concessions, free rent and work allowances) as Landlord in its absolute discretion shall determine. Landlord may collect and receive all rents and other income from the reletting. Tenant shall pay Landlord on demand all past due Rent, all Costs of Reletting and any deficiency arising from the reletting or failure to relet the Premises. The re-entry or taking of possession of the Premises shall not be construed as an election by Landlord to terminate this Lease.

19.02. In lieu of calculating damages under Section 19.01, Landlord may elect to receive as damages the sum of (a) all Rent accrued through the date of termination of this

Lease or Tenant's right to possession, and (b) an amount equal to the total Rent that Tenant would have been required to pay for the remainder of the Term discounted to present value at the Prime Rate (defined below) then in effect, minus the then present fair rental value of the Premises for the remainder of the Term, similarly discounted, after deducting all anticipated Costs of Reletting. "Prime Rate" shall be the per annum interest rate publicly announced as its prime or base rate by a federally insured bank selected by Landlord in the state in which the Building is located.

19.03. If Tenant is in Default of any of its non-monetary obligations under this Lease, Landlord shall have the right to perform such obligations. Tenant shall reimburse Landlord for the cost of such performance upon demand together with an administrative charge equal to 10% of the cost of the work performed by Landlord. The repossession or re-entering of all or any part of the Premises shall not relieve Tenant of its liabilities and obligations under this Lease. No right or remedy of Landlord shall be exclusive of any other right or remedy. Each right and remedy shall be cumulative and in addition to any other right and remedy now or subsequently available to Landlord at Law or in equity.

20. **Limitation of Liability.**

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS LEASE, THE LIABILITY OF LANDLORD (AND OF ANY SUCCESSOR LANDLORD) SHALL BE LIMITED TO THE LESSER OF (A) THE INTEREST OF LANDLORD IN THE PROPERTY, OR (B) THE EQUITY INTEREST LANDLORD WOULD HAVE IN THE PROPERTY IF THE PROPERTY WERE ENCUMBERED BY THIRD PARTY DEBT IN AN AMOUNT EQUAL TO 70% OF THE VALUE OF THE PROPERTY. TENANT SHALL LOOK SOLELY TO LANDLORD'S INTEREST IN THE PROPERTY FOR THE RECOVERY OF ANY JUDGMENT OR AWARD AGAINST LANDLORD OR ANY LANDLORD RELATED PARTY. NEITHER LANDLORD NOR ANY LANDLORD RELATED PARTY SHALL BE PERSONALLY LIABLE FOR ANY JUDGMENT OR DEFICIENCY, AND IN NO EVENT SHALL LANDLORD OR ANY LANDLORD RELATED PARTY BE LIABLE TO TENANT FOR ANY LOST PROFIT, DAMAGE TO OR LOSS OF BUSINESS OR ANY FORM OF SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGE. BEFORE FILING SUIT FOR AN ALLEGED DEFAULT BY LANDLORD, TENANT SHALL GIVE LANDLORD AND THE MORTGAGEE(S) WHOM TENANT HAS BEEN NOTIFIED HOLD MORTGAGES (DEFINED IN SECTION 23 BELOW), NOTICE AND REASONABLE TIME TO CURE THE ALLEGED DEFAULT. WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL LANDLORD OR ANY MORTGAGEES OR LANDLORD RELATED PARTIES EVER BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OR ANY LOST PROFITS OF TENANT.

21. **Relocation.**

Landlord, at its expense, at any time before or during the Term, may relocate Tenant from the Premises to space of reasonably comparable size and utility ("**Relocation Space**") within the Building or other buildings within the same project upon 60 days' prior written notice to Tenant. From and after the date of the relocation, the Base Rent and Tenant's Pro Rata Share shall be adjusted based on the rentable square footage of the Relocation Space. Landlord shall pay Tenant's reasonable costs of relocation, including all costs for moving Tenant's furniture, equipment, supplies and other personal property, as well as the cost of printing and distributing change of address notices to Tenant's customers and one month's supply of stationery showing the new address.

22. Holding Over.

If Tenant fails to surrender all or any part of the Premises at the termination of this Lease, occupancy of the Premises after termination shall be that of a tenancy at sufferance. Tenant's occupancy shall be subject to all the terms and provisions of this Lease, and Tenant shall pay an amount (on a per month basis without reduction for partial months during the holdover) equal to 150% of the sum of the Base Rent and Additional Rent due for the period immediately preceding the holdover. No holdover by Tenant or payment by Tenant after the termination of this Lease shall be construed to extend the Term or prevent Landlord from immediate recovery of possession of the Premises by summary proceedings or otherwise. If Landlord is unable to deliver possession of the Premises to a new tenant or to perform improvements for a new tenant as a result of Tenant's holdover and Tenant fails to vacate the Premises within 15 days after notice from Landlord, Tenant shall be liable for all damages that Landlord suffers from the holdover.

23. Subordination to Mortgages; Estoppel Certificate.

23.01. Tenant accepts this Lease subject and subordinate to any mortgage(s), deed(s) of trust, deeds to secure debt, ground lease(s) or other lien(s) now or subsequently arising upon the Premises, the Building or the Property, and to renewals, modifications, refinancings and extensions thereof (collectively referred to as a "**Mortgage**"). The party having the benefit of a Mortgage shall be referred to as a "**Mortgagee**". This clause shall be self-operative, but upon request from a Mortgagee, Tenant shall execute a commercially reasonable subordination agreement in favor of the Mortgagee. As an alternative, a Mortgagee shall have the right at any time to subordinate its Mortgage to this Lease. Upon request, Tenant, without charge, shall attorn to any successor to Landlord's interest in this Lease. Landlord and Tenant shall each, within 10 days after receipt of a written request from the other, execute and deliver a commercially reasonable estoppel certificate to those parties as are reasonably requested by the other (including a Mortgagee or prospective purchaser). Without limitation, such estoppel certificate may include a certification as to the status of this Lease, the existence of any defaults and the amount of Rent that is due and payable.

23.02. In the event Mortgagee enforces its rights under the Mortgage, Tenant, at Mortgagee's option, will attorn to Mortgagee or its successor; provided, however, that Mortgagee or its successor shall not be liable for or bound by (i) any payment of any Rent installment which may have been made more than 30 days before the due date of such installment, (ii) any act or omission of or default by Landlord under this Lease (but Mortgagee, or such successor, shall be subject to the continuing obligations of landlord under this Lease to the extent arising from and after such succession to the extent of Mortgagee's, or such successor's, interest in the Property), (iii) any credits, claims, setoffs or defenses which Tenant may have against Landlord or (iv) any obligation under this Lease to maintain a fitness facility at the Building, if any. Tenant, upon the reasonable request by Mortgagee or such successor in interest, shall execute and deliver an instrument or instruments confirming such attornment.

24. Notice.

All demands, approvals, consents or notices (collectively referred to as a "**notice**") shall be in writing and delivered by hand or sent by registered, express, or certified mail, with return receipt requested or with delivery confirmation requested from the U.S. postal service, or sent by overnight or same day courier service at the party's respective Notice Address(es) set forth in Section 1; provided, however, notices sent by Landlord regarding general Building operational

matters may be posted in the Building mailroom or the general Building newsletter or sent via e-mail to the e-mail address provided by Tenant to Landlord for such purpose. In addition, if the Building is closed (whether due to emergency, governmental order or any other reason), then any notice address at the Building shall not be deemed a required notice address during such closure, and, unless Tenant has provided an alternative valid notice address to Landlord for use during such closure, any notices sent during such closure may be sent via e-mail or in any other practical manner reasonably designed to ensure receipt by the intended recipient. Each notice shall be deemed to have been received on the earlier to occur of actual delivery or the date on which delivery is refused, or, if Tenant has vacated the Premises or any other Notice Address of Tenant without providing a new Notice Address, 3 days after notice is deposited in the U.S. mail or with a courier service in the manner described above. Either party may, at any time, change its Notice Address (other than to a post office box address) by giving the other party written notice of the new address.

25. Surrender of Premises.

At the termination of this Lease or Tenant's right of possession, Tenant shall remove Tenant's Property from the Premises, and quit and surrender the Premises to Landlord, broom clean, and in good order, condition and repair, ordinary wear and tear and damage which Landlord is obligated to repair hereunder excepted. If Tenant fails to remove any of Tenant's Property, or to restore the Premises to the required condition, within 2 days after termination of this Lease or Tenant's right to possession, Landlord, at Tenant's sole cost and expense, shall be entitled (but not obligated) to remove and store Tenant's Property and/or perform such restoration of the Premises. Landlord shall not be responsible for the value, preservation or safekeeping of Tenant's Property. Tenant shall pay Landlord, upon demand, the expenses and storage charges incurred. If Tenant fails to remove Tenant's Property from the Premises or storage, within 30 days after notice, Landlord may deem all or any part of Tenant's Property to be abandoned and, at Landlord's option, title to Tenant's Property shall vest in Landlord or Landlord may dispose of Tenant's Property in any manner Landlord deems appropriate.

26. Miscellaneous.

26.01. This Lease shall be interpreted and enforced in accordance with the Laws of the state or commonwealth in which the Building is located and Landlord and Tenant hereby irrevocably consent to the jurisdiction and proper venue of such state or commonwealth. If any term or provision of this Lease shall to any extent be void or unenforceable, the remainder of this Lease shall not be affected. If there is more than one Tenant or if Tenant is comprised of more than one party or entity, the obligations imposed upon Tenant shall be joint and several obligations of all the parties and entities, and requests or demands from any one person or entity comprising Tenant shall be deemed to have been made by all such persons or entities. Notices to any one person or entity shall be deemed to have been given to all persons and entities. Tenant represents and warrants to Landlord, and agrees, that each individual executing this Lease on behalf of Tenant is authorized to do so on behalf of Tenant and that the entity(ies) or individual(s) constituting Tenant or Guarantor or which may own or control Tenant or Guarantor or which may be owned or controlled by Tenant or Guarantor are not and at no time will be (i) in violation of any Laws relating to terrorism or money laundering, or (ii) among the individuals or entities identified on any list compiled pursuant to Executive Order 13224 for the purpose of identifying suspected terrorists or on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control at its official website, <http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx> or any replacement website or other replacement official publication of such list.

26.02. If Landlord retains an attorney or institutes legal proceedings due to Tenant's failure to pay Rent when due, then Tenant shall be required to pay Additional Rent in an amount equal to the reasonable attorneys' fees and costs actually incurred by Landlord in connection therewith. Notwithstanding the foregoing, in any action or proceeding between Landlord and Tenant, including any appellate or alternative dispute resolution proceeding, the prevailing party shall be entitled to recover from the non-prevailing party all of its costs and expenses in connection therewith, including, but not limited to, reasonable attorneys' fees actually incurred. Landlord and Tenant hereby waive any right to trial by jury in any proceeding based upon a breach of this Lease. No failure by either party to declare a default immediately upon its occurrence, nor any delay by either party in taking action for a default, nor Landlord's acceptance of Rent with knowledge of a default by Tenant, shall constitute a waiver of the default, nor shall it constitute an estoppel.

26.03. Whenever a period of time is prescribed for the taking of an action by Landlord or Tenant (other than the payment of the Security Deposit or Rent), the period of time for the performance of such action shall be extended by the number of days that the performance is actually delayed due to strikes, acts of God, shortages of labor or materials, war, terrorist acts, pandemics, civil disturbances and other causes beyond the reasonable control of the performing party ("**Force Majeure**").

26.04. Landlord shall have the right to transfer and assign, in whole or in part, all of its rights and obligations under this Lease and in the Building and Property. Upon transfer, Landlord shall be released from any further obligations hereunder and Tenant agrees to look solely to the successor in interest of Landlord for the performance of such obligations, provided that any successor pursuant to a voluntary, third party transfer (but not as part of an involuntary transfer resulting from a foreclosure or deed in lieu thereof) shall have assumed Landlord's obligations under this Lease from and after the date of the transfer.

26.05. Landlord has delivered a copy of this Lease to Tenant for Tenant's review only and the delivery of it does not constitute an offer to Tenant or an option. Tenant represents that it has dealt directly with and only with the Brokers (described in Section 1.10) as a broker, agent or finder in connection with this Lease. Tenant shall indemnify and hold Landlord and the Landlord Related Parties harmless from all claims of any other brokers, agents or finders claiming to have represented Tenant in connection with this Lease. Landlord shall indemnify and hold Tenant and the Tenant Related Parties harmless from all claims of any brokers, agents or finders claiming to have represented Landlord in connection with this Lease. Landlord agrees to pay a brokerage commission to Tenant's Broker and Landlord's Broker in accordance with the terms of separate commission agreements entered into or to be entered into between Landlord and Tenant's Broker, and Landlord and Landlord's Broker, respectively, provided that in no event shall Landlord be obligated to pay a commission to Tenant's Broker or Landlord's Broker in connection with any extension of the Term or in connection with any additional space that is leased by Tenant pursuant to the terms of this Lease except as may be specifically provided otherwise in such agreement or future agreement between Landlord and Tenant's Broker, and Landlord and Landlord's Broker, respectively.

26.06. Time is of the essence with respect to Tenant's exercise of any expansion, renewal or extension rights granted to Tenant. The expiration of the Term, whether by lapse of time, termination or otherwise, shall not relieve either party of any obligations which accrued prior to or which may continue to accrue after the expiration or termination of this Lease.

26.07. Tenant may peacefully have, hold and enjoy the Premises, subject to the terms of this Lease, provided Tenant pays the Rent and fully performs all of its covenants and agreements. This covenant shall be binding upon Landlord and its successors only during its or their respective periods of ownership of the Building.

26.08. This Lease does not grant any rights to light or air over or about the Building. Landlord accepts and reserves exclusively to itself any and all rights not specifically granted to Tenant under this Lease. Landlord reserves the right to make changes to the Property, Building and Common Areas as Landlord deems appropriate. This Lease constitutes the entire agreement between the parties and supersedes all prior agreements and understandings related to the Premises, including all lease proposals, letters of intent and other documents. Neither party is relying upon any warranty, statement or representation not contained in this Lease. This Lease may be modified only by a written agreement signed by an authorized representative of Landlord and Tenant. Wherever this Lease requires Landlord to provide a customary service or to act in a reasonable manner (whether in incurring an expense, establishing a rule or regulation, providing an approval or consent, or performing any other act), this Lease shall be deemed also to provide that whether such service is customary or such conduct is reasonable shall be determined by reference to the practices of owners of buildings that (i) are comparable to the Building in size, age, class, quality and location, and (ii) at Landlord's option, have been, or are being prepared to be, certified under the U.S. Green Building Council's Leadership in Energy and Environmental Design (LEED) rating system or a similar rating system.

26.09. Submission of this Lease by Landlord is not an offer to enter into this Lease but rather is a solicitation for such an offer by Tenant. Landlord shall not be bound by this Lease until Landlord has executed and delivered the same to Tenant. Tenant agrees that its execution of this Lease constitutes a firm offer to enter the same, which may not be withdrawn for a period of 30 days after delivery to Landlord (or such other period as may be expressly provided in any other agreement signed by the parties).

26.10. If Landlord is advised by its counsel at any time that any part of the payments by Tenant to Landlord under this Lease may be characterized as unrelated business income under the United States Internal Revenue Code and its regulations, then Tenant shall enter into any amendment proposed by Landlord to avoid such income, so long as the amendment does not require Tenant to make more payments or accept fewer services from Landlord, than this Lease provides.

26.11. This Lease may be executed in counterparts and shall constitute an agreement binding on all parties notwithstanding that all parties are not signatories to the original or the same counterpart provided that all parties are furnished a copy or copies thereof reflecting the signature of all parties. Transmission of a facsimile or by email of a pdf copy of the signed counterpart of this Lease shall be deemed the equivalent of the delivery of the original, and any party so delivering a facsimile or pdf copy of the signed counterpart of this Lease by email transmission shall in all events deliver to the other party an original signature promptly upon request.

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

Landlord and Tenant have executed this Lease under seal in two or more counterparts as of the day and year first above written.

LANDLORD:

MYP EXECUTIVE, LLC,
a Florida limited liability company

By: *Saul m Petter*
Name: Sam Petter
Title: COO/EVP

TENANT:

CHRISTOS DOCTORS INN WALK IN HEALTH CARE, LLC,
a Florida limited liability company

By: *Christopher Smith*
Name: CHRISTOPHER SMITH
Title: MANAGER

EXHIBIT A-1

OUTLINE AND LOCATION OF PREMISES

This Exhibit is attached to and made a part of the Office Lease Agreement (the "Lease") by and between **MYP EXECUTIVE, LLC**, a Florida limited liability company ("**Landlord**"), and **CHRISTOS DOCTORS INN WALK IN HEALTH CARE, LLC**, a Florida limited liability company ("**Tenant**"), for space in the Building located at 4300 N University Drive, Lauderhill, Florida 33351.

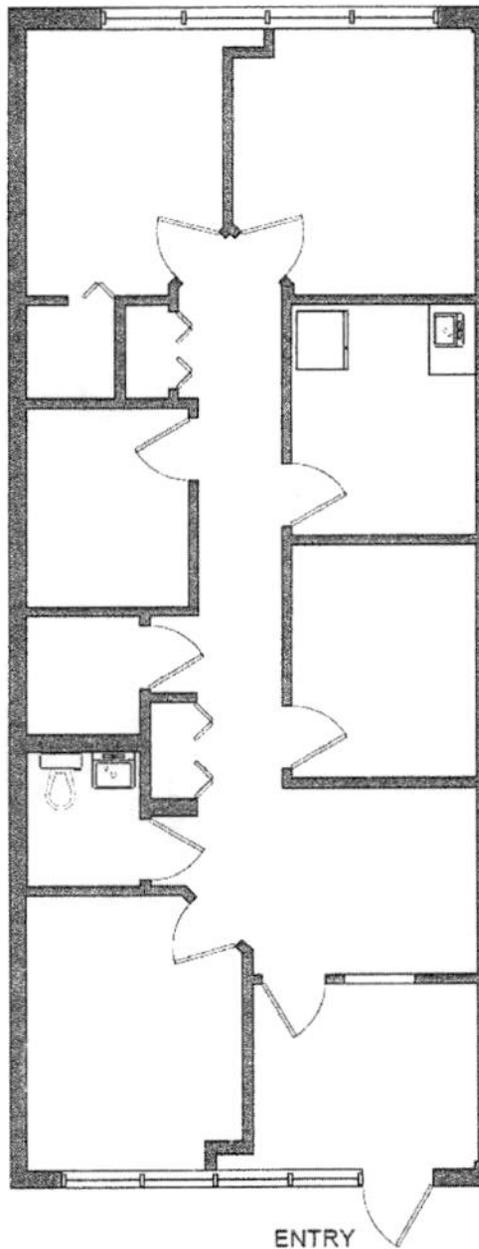


EXHIBIT B

EXPENSES AND TAXES

This Exhibit is attached to and made a part of the Office Lease Agreement (the "Lease") by and between **MYP EXECUTIVE, LLC**, a Florida limited liability company ("**Landlord**"), and **CHRISTOS DOCTORS INN WALK IN HEALTH CARE, LLC**, a Florida limited liability company ("**Tenant**"), for space in the Building located at 4300 N University Drive, Lauderhill, Florida 33351.

1. Payments.

1.01 Tenant shall pay Tenant's Pro Rata Share of the amount, if any, by which Expenses (defined below) for each calendar year during the Term exceed Expenses for the Base Year (the "**Expense Excess**") and also the amount, if any, by which Taxes (defined below) for each Base Year during the Term exceed Taxes for the Base Year (the "**Tax Excess**"). If Expenses or Taxes in any calendar year decrease below the amount of Expenses or Taxes for the Base Year, Tenant's Pro Rata Share of Expenses or Taxes, as the case may be, for that calendar year shall be \$0. Landlord shall provide Tenant with a good faith estimate of the Expense Excess and of the Tax Excess for each calendar year during the Term. On or before the first day of each month, Tenant shall pay to Landlord a monthly installment equal to one-twelfth of Tenant's Pro Rata Share of Landlord's estimate of both the Expense Excess and Tax Excess. If Landlord determines that its good faith estimate of the Expense Excess or of the Tax Excess was incorrect by a material amount, Landlord may provide Tenant with a revised estimate. After its receipt of a revised estimate, Tenant's monthly payments shall be based upon the revised estimate. If Landlord does not provide Tenant with an estimate of the Expense Excess or the Tax Excess by the first day of a calendar year, Tenant shall continue to pay monthly installments based on the previous year's estimate(s) until Landlord provides Tenant with the new estimate. Upon delivery of the new estimate, an adjustment shall be made for any month for which Tenant paid monthly installments based on the previous year's estimate. Tenant shall pay Landlord the amount of any underpayment within 30 days after receipt of the new estimate. Any overpayment shall be refunded to Tenant within 30 days or credited against the next due future installment(s) of Additional Rent.

1.02 As soon as is practical following the end of each calendar year, Landlord shall furnish Tenant with a statement of the actual Expenses and Expense Excess and the actual Taxes and Tax Excess for the prior calendar year. If the estimated Expense Excess or estimated Tax Excess for the prior calendar year is more than the actual Expense Excess or actual Tax Excess for the prior calendar year, Landlord shall either provide Tenant with a refund or apply any overpayment by Tenant against Additional Rent due or next becoming due, provided if the Term expires before the determination of the overpayment, Landlord shall refund any overpayment to Tenant after first deducting the amount of Rent due. If the estimated Expense Excess or estimated Tax Excess for the prior calendar year is less than the actual Expense Excess or actual Tax Excess, for such prior calendar year, Tenant shall pay Landlord, within 30 days after its receipt of the statement of Expenses or Taxes, any underpayment for the prior calendar year.

2. Expenses.

2.01 "**Expenses**" means all costs and expenses incurred in each calendar year in connection with operating, maintaining, repairing, and managing the Building and the Property.

Landlord shall act in a reasonable manner in incurring Expenses. Expenses include, without limitation: (a) all labor and labor related costs, including wages, salaries, bonuses, taxes, insurance, uniforms, training, retirement plans, pension plans and other employee benefits; (b) management fees in an amount equal to 3% of the gross revenues from the Building and the Property; (c) the cost of equipping, staffing and operating an on-site and/or off-site management office for the Building, provided if the management office services one or more other properties, the shared costs and expenses of equipping, staffing and operating such management office(s) shall be equitably prorated and apportioned between the Building and the other properties; (d) accounting costs; (e) the cost of services; (f) rental and purchase cost of parts, supplies, tools and equipment; (g) insurance premiums and deductibles; (h) electricity, gas and other utility costs; and (i) the amortized cost of capital improvements (as distinguished from replacement parts or components installed in the ordinary course of business) made subsequent to the Base Year which are: (1) intended to effect economies in the operation or maintenance of the Property, reduce current or future Expenses, enhance the safety or security of the Property or its occupants, or enhance the environmental sustainability of the Property's operations, (2) replacements or modifications of nonstructural items located in the Base Building or Common Areas that are required to keep the Base Building or Common Areas in good condition, or (3) required under any Law. The cost of capital improvements shall be amortized by Landlord over the lesser of the Payback Period (defined below) or the useful life of the capital improvement as reasonably determined by Landlord. The amortized cost of capital improvements may, at Landlord's option, include actual or imputed interest at the rate that Landlord would reasonably be required to pay to finance the cost of the capital improvement. "**Payback Period**" means the reasonably estimated period of time that it takes for the cost savings resulting from a capital improvement to equal the total cost of the capital improvement. Landlord, by itself or through an affiliate, shall have the right to directly perform, provide and be compensated for any services under this Lease. If Landlord incurs Expenses for the Building or Property together with one or more other properties, whether pursuant to a reciprocal easement agreement, common area agreement or otherwise, the shared costs and expenses shall be equitably prorated and apportioned between the Building and Property and the properties.

2.02 Expenses shall not include: the cost of capital improvements (except as set forth above); depreciation; principal payments of mortgage and other non-operating debts of Landlord; the cost of repairs or other work to the extent Landlord is reimbursed by insurance or condemnation proceeds; costs in connection with leasing space in the Building, including brokerage commissions; lease concessions, rental abatements and construction allowances granted to specific tenants; costs incurred in connection with the sale, financing or refinancing of the Building; fines, interest and penalties incurred due to the late payment of Taxes or Expenses; organizational expenses associated with the creation and operation of the entity which constitutes Landlord; or any penalties or damages that Landlord pays to Tenant under this Lease or to other tenants in the Building under their respective leases.

2.03 If at any time during a calendar year the Building is not at least 95% occupied (or a service provided by Landlord to tenants of the Building generally is not provided by Landlord to a tenant that provides such service itself, or any tenant of the Building is entitled to free rent, rent abatement or the like), Expenses shall, at Landlord's option, be determined as if the Building had been 95% occupied (and all services provided by Landlord to tenants of the Building generally had been provided by Landlord to all tenants, and no tenant of the Building had been entitled to free rent, rent abatement or the like) during that calendar year. If Expenses for a calendar year are determined as provided in the prior sentence, Expenses for the Base Year shall also be determined in such manner. Notwithstanding the foregoing, Landlord may

calculate the extrapolation of Expenses under this Section based on 100% occupancy and service so long as such percentage is used consistently for each year of the Term.

3. "**Taxes**" shall mean: (a) all real property taxes and other assessments on the Building and/or Property, including, but not limited to, gross receipts taxes, assessments for special improvement districts and building improvement districts, governmental charges, fees and assessments for police, fire, traffic mitigation or other governmental service of purported benefit to the Property, taxes and assessments levied in substitution or supplementation in whole or in part of any such taxes and assessments and the Property's share of any real estate taxes and assessments under any reciprocal easement agreement, common area agreement or similar agreement as to the Property; (b) all personal property taxes for property that is owned by Landlord and used in connection with the operation, maintenance and repair of the Property; and (c) all costs and fees incurred in connection with seeking reductions in any tax liabilities described in (a) and (b), including, without limitation, any costs incurred by Landlord for compliance, review and appeal of tax liabilities. Without limitation, Taxes shall be determined without regard to any "green building" credit and shall not include any income, capital levy, transfer, capital stock, gift, estate or inheritance tax. If a change in Taxes is obtained for any year of the Term during which Tenant paid Tenant's Pro Rata Share of any Tax Excess, then Taxes for that year will be retroactively adjusted and Landlord shall provide Tenant with a credit, if any, based on the adjustment. Likewise, if a change is obtained for Taxes for the Base Year, Taxes for the Base Year shall be restated and the Tax Excess for all subsequent years shall be recomputed. Tenant shall pay Landlord the amount of Tenant's Pro Rata Share of any such increase in the Tax Excess within 30 days after Tenant's receipt of a statement from Landlord.

4. **Audit Rights.** Within 60 days after receiving Landlord's statement of Expenses (or, with respect to the Base Year Expenses, within 60 days after receiving Landlord's initial statement of Expenses for the Base Year) (each such period is referred to as the "**Review Notice Period**"), Tenant may give Landlord written notice ("**Review Notice**") that Tenant intends to review Landlord's records of the Expenses for the calendar year (or Base Year, as applicable) to which the statement applies, and within 60 days after sending the Review Notice to Landlord (such period is referred to as the "**Request for Information Period**"), Tenant shall send Landlord a written request identifying, with a reasonable degree of specificity, the information that Tenant desires to review (the "**Request for Information**"). Within a reasonable time after Landlord's receipt of a timely Request for Information and executed Audit Confidentiality Agreement (referenced below), Landlord, as determined by Landlord, shall forward to Tenant, or make available for inspection on site at such location deemed reasonably appropriate by Landlord, such records (or copies thereof) for the applicable calendar year (or Base Year, as applicable) that are reasonably necessary for Tenant to conduct its review of the information appropriately identified in the Request for Information. Within 60 days after any particular records are made available to Tenant (such period is referred to as the "**Objection Period**"), Tenant shall have the right to give Landlord written notice (an "**Objection Notice**") stating in reasonable detail any objection to Landlord's statement of Expenses for that year which relates to the records that have been made available to Tenant. If Tenant provides Landlord with a timely Objection Notice, Landlord and Tenant shall work together in good faith to resolve any issues raised in Tenant's Objection Notice. If Landlord and Tenant determine that Expenses for the calendar year are less than reported, Landlord shall provide Tenant with a credit against the next installment of Rent in the amount of the overpayment by Tenant. Likewise, if Landlord and Tenant determine that Expenses for the calendar year are greater than reported, Tenant shall pay Landlord the amount of any underpayment within 30 days. If Tenant fails to give Landlord an Objection Notice with respect to any records that have been made available to Tenant prior to expiration of the Objection Period applicable to the records which have been provided to

Tenant, Tenant shall be deemed to have approved Landlord's statement of Expenses with respect to the matters reflected in such records and shall be barred from raising any claims regarding the Expenses relating to such records for that year. If Tenant fails to provide Landlord with a Review Notice prior to expiration of the Review Notice Period or fails to provide Landlord with a Request for Information prior to expiration of the Request for Information Period described above, Tenant shall be deemed to have approved Landlord's statement of Expenses and shall be barred from raising any claims regarding the Expenses for that year.

If Tenant retains an agent to review Landlord's records, the agent must be with a CPA firm licensed to do business in the state or commonwealth where the Property is located. Tenant shall be solely responsible for all costs, expenses and fees incurred for the audit, and the fees charged cannot be based in whole or in part on a contingency basis. The records and related information obtained by Tenant shall be treated as confidential, and applicable only to the Building, by Tenant and its auditors, consultants and other parties reviewing such records on behalf of Tenant (collectively, "**Tenant's Auditors**"), and, prior to making any records available to Tenant or Tenant's Auditors, Landlord may require Tenant and Tenant's Auditors to each execute a reasonable confidentiality agreement ("**Audit Confidentiality Agreement**") in accordance with the foregoing. In no event shall Tenant be permitted to examine Landlord's records or to dispute any statement of Expenses unless Tenant has paid and continues to pay all Rent when due.

EXHIBIT C

This Exhibit is attached to and made a part of the Office Lease Agreement (the "Lease") by and between **MYP EXECUTIVE, LLC**, a Florida limited liability company ("**Landlord**"), and **CHRISTOS DOCTORS INN WALK IN HEALTH CARE, LLC**, a Florida limited liability company ("**Tenant**"), for space in the Building located at 4300 N University Drive, Lauderhill, Florida 33351.

As used in this Work Letter, the "**Premises**" shall be deemed to mean the Premises, as initially defined in the attached Lease.

1. **Landlord Work.**

- 1.01 This Work Letter shall set forth the obligations of Landlord and Tenant with respect to the improvements to be performed in the Premises for Tenant's use. All improvements described in this Work Letter to be constructed in and upon the Premises by Landlord are hereinafter referred to as "**Landlord Work**". All Improvements which are not specifically included in the Landlord Work but are necessary for Tenant's Permitted Use will be constructed in and upon the Premises by Tenant and are hereinafter referred to as the "**Tenant Work**".
- 1.02 This **Exhibit C** shall not be deemed applicable to any additional space added to the Premises at any time or from time to time, whether by any options under the Lease or otherwise, or to any portion of the original Premises or any additions to the Premises in the event of a renewal or extension of the original Term of the Lease, whether by any options under the Lease or otherwise, unless expressly so provided in the Lease or any amendment or supplement to the Lease.

2. **Landlord Work.**

- 2.01 Landlord shall enter into a direct contract for Landlord Work with a general contractor selected by Landlord. In addition, Landlord shall have the right to select and/or approve of any subcontractors used in connection with Landlord Work. Tenant and Landlord agree that Landlord is not responsible and is not performing any alterations, repairs or improvements in the Premises with respect to the telephone and data cabling, infrastructure (e.g., coring the floors, or making structural alterations to the Premises), or any HVAC supplemental cooling, if any, nor shall Landlord be responsible for purchasing or installing furniture or equipment in the Premises.
- 2.02 Landlord will construct in and upon the Premises the following improvements in the Premises, using building standard materials:
 - Re-paint the Premises;
 - Repair damaged vinyl baseboards.

EXHIBIT D

COMMENCEMENT LETTER

(EXAMPLE)

Date _____

Tenant CHRISTOS DOCTORS INN WALK IN HEALTH CARE, LLC,
Address 4300 N University Drive, Suite C100, Lauderhill, Florida 33351

Re: Commencement Letter with respect to that certain Lease dated as of _____, 2020 by and between **MYP EXECUTIVE, LLC**, a Florida limited liability company as Landlord, and **CHRISTOS DOCTORS INN WALK IN HEALTH CARE, LLC**, a Florida limited liability company as Tenant, for 1,085 rentable square feet on the 1st floor of the Building located at 4300 N University Drive, Lauderhill, Florida 33351.

Dear _____:

In accordance with the terms and conditions of the above referenced Lease, Tenant accepts possession of the Premises and acknowledges:

1. The Commencement Date of the Lease is _____;
2. The Expiration Date of the Lease is _____.

Please acknowledge the foregoing and your acceptance of possession by signing all 3 counterparts of this Commencement Letter in the space provided and returning 2 fully executed counterparts to my attention. Tenant's failure to execute and return this letter, or to provide written objection to the statements contained in this letter, within 30 days after the date of this letter shall be deemed an approval by Tenant of the statements contained herein.

Sincerely,

Authorized Signatory

Acknowledged and Accepted:

Tenant: **CHRISTOS DOCTORS INN WALK IN HEALTH CARE, LLC,**
 a Florida limited liability company

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT E

BUILDING RULES AND REGULATIONS

1. The sidewalks, halls, passages, exits, entrances, retail areas, malls, common areas, parking areas, roadways, elevators, escalators and stairways of the Building shall not be obstructed by any of the tenants or used by them for any purpose other than for ingress to and egress from their respective premises. The halls, passages, exits, entrances, malls, common areas, parking areas, roadways, elevators, escalators and stairways are not for the general public and Landlord shall in all cases retain the right to control and prevent access thereto of all persons whose presence in the judgment of Landlord would be prejudicial to the safety, character, reputation and interests of the Building and its tenants, provided that nothing herein contained shall be construed to prevent such access to persons with whom any tenant normally deals in the ordinary course of its business, unless such persons are engaged in illegal activities. No tenant and no employee or invitee of any tenant shall go upon the roof of the Building. Landlord shall have the right at any time without the same constituting an actual or constructive eviction and without incurring any liability to Tenant therefor to change the arrangement and/or location of entrances or passageways, doors or doorways, corridors, elevators, stairs or toilets and to change, alter, increase, decrease or modify the other common areas of the Building.
2. The Premises shall not be used for the storage of merchandise held for sale to the general public or for lodging. No cooking shall be done or permitted on the Premises except private use by Tenant or Underwriters' Laboratory approved equipment for brewing coffee, tea, hot chocolate and similar beverages and microwave ovens shall be permitted, provided that such use is in accordance with all applicable Federal, state and municipal laws, codes, ordinances, rules and regulations.
3. Intentionally Omitted.
4. Landlord shall designate appropriate entrances for deliveries or other movement to or from the premises of equipment, materials, supplies, furniture or other property. Any non-pedestrian use of the passenger elevators must be approved in advance by Landlord. Large deliveries or movement of equipment and/or furniture must be performed prior to 7:00 a.m. and/or after 6:00 p.m., and subject to such other reasonable scheduling as Landlord in its discretion shall deem appropriate. All persons employed and means or methods used to move equipment, materials, supplies, furniture or other property in or out of the Building must be approved by Landlord prior to any such movement. Landlord shall have the right to prescribe the maximum weight, size and position of all equipment, materials, furniture or other property brought into the Building and the right to approve all items placed on the balconies; balconies shall be kept clean and in good order at all times. Tenant shall not allow any objects or articles to be dropped or thrown from any window or balcony. Heavy objects shall, if considered necessary by Landlord, stand on a platform of such thickness as is necessary to properly distribute the weight. Landlord will not be responsible for loss of or damage to any such property from any cause, except as otherwise set forth in this Lease; and subject to the foregoing; all damage done to the Building by moving or maintaining such property shall be repaired at the expense of Tenant.

5. No tenant shall use or keep in the Premises or the Building any kerosene, gasoline or flammable or combustible fluid or material other than limited quantities thereof reasonably necessary for the operation or maintenance of office equipment. No tenant shall use any method of heating or air-conditioning other than that supplied by Landlord. No tenant shall use or keep or permit to be used or kept any foul or noxious gas or substance in the Premises, or permit or suffer the Premises to be occupied or used in a manner offensive or objectionable to Landlord or other occupants of the Building by reason of noise, odors or vibrations, or interfere in any way with other tenants or those having business in the Building, nor shall any animals or birds be brought or kept in the Premises or the Building.
6. Tenant acknowledges and agrees to the desirability or the necessity of Landlord, under law or in the prudent management of the Building, organizing and coordinating within the Building and among all tenants, arrangements and exercises appropriate to maximize the safety of all tenants in the event of fire or any other such disaster which may require the partial or total evacuation of the Building. Tenant undertakes and hereby agrees to fully cooperate with and participate in any simulated exercises with respect to the foregoing arrangements and exercises arranged from time to time by Landlord.
7. Intentionally Omitted.
8. All contractors and technicians rendering any installation service to Tenant shall be referred to Landlord for approval and supervision prior to performing any services. This applies to all work performed in the Building, including, but not limited to, installation of telephones, communication or video equipment and electrical devices as well as all installations affecting floors, walls, woodwork, windows, ceilings and any other physical portion of the Building.
9. Landlord shall have the right, exercisable without notice and without liability to any tenant, to change the name or street address of the Building.
10. Landlord reserves the right to exclude from the Building between the hours of 6:00 P.M. and 8:00 A.M. and at all hours on Saturdays, Sundays and legal holidays all persons who do not present identification acceptable to Landlord. Each tenant shall provide Landlord with a list of all persons authorized by Tenant to enter its premises and shall be liable to Landlord for all acts of such persons. Landlord shall in no case be liable for damages for any error with regard to the admission to or exclusion from the Building of any person. In the case of invasion, mob, riot, public excitement or other circumstances rendering such action advisable in Landlord's opinion, Landlord reserves the right to prevent access to the Building during the continuance of the same by such action as Landlord may deem appropriate, including closing doors.
11. The directory of the Building will be provided for the display of the name and location of tenants. Landlord reserves the right to restrict the amount of directory space utilized by any tenant.
12. No curtains, draperies, blinds, shutters, shades, screens or other coverings, hangings or decorations shall be attached to, hung or placed in, or used in connection with any window of the Building without the prior written consent of Landlord. In any event, with the prior written consent of Landlord, such items shall be installed on the office side of Landlord's standard window covering and shall in no way be visible from the exterior of

the Building or the interior of the atrium. Tenant shall keep window coverings closed when the effect of sunlight (or the lack thereof) would impose unnecessary loads on the Building's heating or air-conditioning system.

13. Each tenant shall ensure that the doors of its premises are closed and locked and that all water faucets, water apparatus and utilities are shut off before Tenant or Tenant's employees leave the Premises so as to prevent waste or damage, and for any default or carelessness in this regard, Tenant shall make good all injuries sustained by other tenants or occupants of the Building. On multiple tenancy floors, all tenants shall keep the doors to the Building corridors closed at all times except for ingress and egress.
14. The toilet rooms, toilets, urinals, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed, no foreign substance of any kind whatsoever shall be thrown therein and the expense of any breakage, stoppage or damage resulting from the violation of this rule shall be borne by the tenant who, or whose employees or invites, shall have caused it.
15. Except with the prior written consent of Landlord, no tenant shall sell retail newspapers, magazines, periodicals, theater or travel tickets or any other goods or merchandise to the general public in or on the Premises, nor shall any tenant carry on or permit or allow any employee or other person to carry on the business of stenography, typewriting, printing or photocopying or any similar business in or from the Premises for the service or accommodation of occupants of any other portion of the Building, nor shall the Premises of any tenant be used for manufacturing of any kind, or any business or activity other than that specifically provided for in the tenant's Lease.
16. Tenant shall not install any radio or television antenna, loudspeaker, or other device on the roof or exterior walls of the Building without the prior written consent of Landlord. No TV or radio or recorder shall be played in such manner as to cause a nuisance to any other tenant.
17. There shall not be used in any space, or in the public halls of the Building, either by any tenant or others, any hand trucks except those equipped with rubber tires and side guards or such other material handling equipment as Landlord may approve. No other vehicles of any kind shall be brought by any tenant into the Building or kept in or about its Premises.
18. Each tenant shall store all its trash and garbage within its premises. No material shall be placed in the trash boxes or receptacles if such material is of such nature that it may not be disposed of in the ordinary and customary manner of removing and disposing of office building trash and garbage in the City of Lauderdale without being in violation of any law or ordinance governing such disposal. All garbage and refuse disposal shall be made only through the freight elevator provided for such purposes and at such times as Landlord shall designate.
19. Canvassing, soliciting, distribution of handbills or any other written material and peddling in the Building are prohibited, and each tenant shall cooperate to prevent the same.
20. The requirements of tenants will be attended to only upon application in writing at the office of the Building. Employees of Landlord shall not perform any work or do anything outside of their regular duties unless under special instructions from Landlord.

21. Landlord may waive any one or more of these Rules and Regulations for the benefit of any particular Tenant, but no such waiver by Landlord shall be construed as a waiver of such Rules and Regulations in favor of any other Tenant, nor prevent Landlord from thereafter enforcing any such Rules and Regulations against any or all of the tenants of the Building.
22. These Rules and Regulations are in addition to, and shall not be construed to in any way modify or amend, in whole or in part, the agreements, covenants, conditions and provisions of any lease of premises in the Building.
23. Landlord reserves the right to make such other reasonable, uniform, written rules and regulations as in its judgment may from time to time be needed for the safety, care and cleanliness of the Building and for the preservation of good order therein.
24. For the benefit of all Building occupants, their clients and visitors, smoking is not permitted in any part of the Building (especially the lobbies, corridors, exit stairwells, elevators and restrooms) nor at the main entrances to the buildings.
25. Except with the prior written consent of Landlord, Tenant shall not install or operate any steam or internal combustion engine, boiler, machinery, refrigerating or heating device or air-conditioning apparatus in or about the Premises, or carry on any mechanical business therein. Except for Contaminants (as hereinafter defined) used in the ordinary course of business and in compliance with Requirements of Law (as hereinafter defined), Tenant and its agents, employees, contractors and invitees shall not use, store, release, generate or dispose of or permit to be used, stored, released, generated or disposed of any Contaminants on or in the Premises. "**Contaminant**" shall mean any substance or waste containing hazardous substances, pollutants, and contaminants as those terms are defined in the Federal Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. Section 9601 et seq. and any substance similarly defined or identified in any other federal, provincial or state laws, rules or regulations governing the manufacture, import, use, handling, storage, processing, release or disposal of substances or wastes deemed hazardous, toxic, dangerous or injurious to public health or to the environment. This definition includes friable asbestos and petroleum or petroleum-based products. "**Requirements of Law**" shall mean any federal, state or local law, rule, regulation, permit, agreement, order or other binding determination of any governmental authority relating to the environment, health or safety.

EXHIBIT F

ADDITIONAL PROVISIONS

1. Extension Option.

1.01 Grant of Option; Conditions. Tenant shall have the right to extend the Term for one (1) additional period of five (5) years (the "**Extension Option**"). The Extension Option shall commence on the day following the Termination Date of the initial Term and end on the 5th anniversary of the Termination Date (the "**Extension Term**"), if:

- (a) Landlord receives irrevocable and unconditional written notice of exercise ("**Extension Notice**") not less than 9 full calendar months prior to the expiration of the then-current Term and not more than 12 full calendar months prior to the expiration of the then-current Term; and
- (b) Tenant is not in Default under the Lease beyond any applicable cure periods at the time that Tenant delivers its Extension Notice; and
- (c) No part of the Premises is sublet (other than pursuant to a Business Transfer, as defined in Section 11.04 of the Lease) at the time that Tenant delivers its Extension Notice; and
- (d) The Lease has not been assigned (other than pursuant to a Business Transfer, as defined in Section 11.04 of the Lease) prior to the date that Tenant delivers its Extension Notice.

1.02 Terms Applicable to Premises during Extension Terms.

- (a) The initial Base Rent rate per rentable square foot for the Premises during the Extension Term shall equal the Prevailing Market (hereinafter defined) rate per rentable square foot for the Premises. Base Rent during the Extension Term shall increase, if at all, in accordance with the increases assumed in the determination of the Prevailing Market rate. Base Rent attributable to the Premises shall be payable in monthly installments in accordance with the terms and conditions of the Lease.
- (b) Tenant shall pay Additional Rent for the Premises during the Extension Term in accordance with the Lease shall be some of the factors considered in determining the Prevailing Market rate for the Extension Terms.

1.03 Definition of Prevailing Market. For purposes hereof, "**Prevailing Market**" shall mean the arm's length fair market annual rental rate per rentable square foot under renewal leases and amendments entered into on or about the date on which the Prevailing Market is being determined hereunder for space comparable to the Premises in the Building and office buildings comparable to the Building and a use comparable to the Permitted Use in Vero Beach, Florida. The

determination of Prevailing Market shall take into account any material economic differences between the terms of this Lease and any comparison lease, such as rent abatements, construction costs and other concessions, and the manner, if any, in which the landlord under any such lease is reimbursed for operating expenses and taxes.

- 1.04 Effect of Failure to Give Notice; Arbitration Procedure. Tenant shall exercise each Extension Option by giving the Landlord the Extension Notice. If Tenant fails to give the Extension Notice to Landlord within the time period described above, then the next-applicable Extension Option shall be null and void and of no further force or effect. Within 30 days of receiving the Extension Notice, Landlord shall give Tenant notice of Landlord's determination of the Prevailing Market rate for the applicable Extension Term (each a "**Landlord's Determination Notice**"). If Tenant disagrees with Landlord's determination of the Prevailing Market rate, Landlord and Tenant shall attempt to agree on the Prevailing Market rate. If the parties do not so agree on the Prevailing Market rate within 30 days of the date of the applicable Landlord's Determination Notice, Tenant's right to extend the Term as provided herein shall terminate.
- 1.05 Extension Amendment. If Tenant is entitled to and validly exercises its Extension Options, Landlord shall prepare an amendment (the "**Extension Amendment**") to reflect changes in the Base Rent, Term, Termination Date and other appropriate terms. The Extension Amendment shall be (i) sent to Tenant within a reasonable time after determination of the Prevailing Market rate, and (ii) executed by Tenant and returned to Landlord within 15 days after the Extension Amendment is delivered to Tenant by Landlord. Notwithstanding the foregoing, an otherwise valid exercise of the Extension Option shall be fully effective whether or not the Extension Amendment is executed.
- 1.06 Subordination. Notwithstanding anything herein to the contrary, Tenant's Extension Option is subject and subordinate to the expansion rights (whether such rights are designated as a right of first offer, right of first refusal, expansion option, or otherwise) of any tenant of the Building existing on the date hereof.
- 1.07 Time of the Essence. Time is of the essence with respect to all of the time periods set forth in this Section 1.
- 1.08 Personal to Tenant. Notwithstanding anything herein to the contrary, Tenant's Extension Option is personal to Tenant and in no event shall such Extension Options be assignable.

2. SIGNAGE

Landlord, at Landlord's cost and expense, shall install, for the Tenant as initially named herein, using the standard graphics for the Building, initial Building standard tenant identification and suite number at the entrance to the Premises, as needed, and on the Building directories in the courtyard.

EXHIBIT G

INTENTIONALLY OMITTED

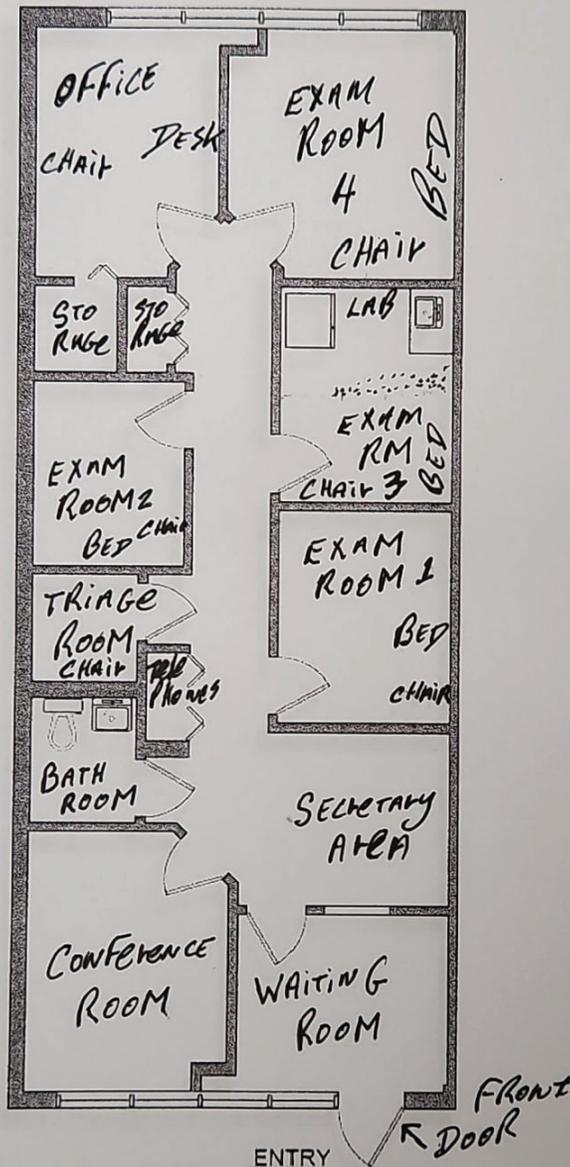
EXHIBIT H

INTENTIONALLY OMITTED

EXHIBIT A-1

OUTLINE AND LOCATION OF PREMISES

This Exhibit is attached to and made a part of the Office Lease Agreement (the "Lease") by and between MYP EXECUTIVE, LLC, a Florida limited liability company ("Landlord"), and CHRISTOS DOCTORS INN WALK IN HEALTH CARE, LLC, a Florida limited liability company ("Tenant"), for space in the Building located at 4300 N University Drive, Lauderhill, Florida 33351.





April 18, 2024

Re: Christos Doctors Inn Walk in Healthcare
4300 N. University Drive, Suite C100

I MYP EXECUTIVE LLC, authorize Christos Doctors Inn Walk in Healthcare to operate with his control substance provider use at:
4300 N. University Drive, Suite C100
Lauderhill FL. 33351

Should you have any questions, feel free to contact me at (786)589-3767.

Thank you,

A handwritten signature in blue ink, appearing to read "Anielys Friman".

Anielys Friman
Assistant Property Manager
MYP Executive LLC

SPECIAL EXCEPTION USE AFFIDAVIT OF COMPLIANCE WITH CONDITIONS OF APPROVAL

[Christos Doctors Inn Walk-In Healthcare, LLC] (24-SE-003)

I, _____, being sworn, do hereby certify and affirm that the following statements are true:

I have read in its entirety the [Christos Doctors Inn Walk-In Healthcare, LLC & 24-SE-003] Development Review Report, any Supplemental Development Review Reports, and all attachments and exhibits associated with the special exception use application filed with the City of Lauderhill, Florida Planning and Zoning Division and understand its contents. *I further acknowledge that Special Exception Use applications are reviewed and will be subject to approval by the Lauderhill City Commission in a quasi-judicial hearing and my attendance at the hearing, or the attendance of my representative or designee, is required to ensure all facts pertaining to the matter are put on record.*

I have read and understand the below described conditions of approval and voluntarily agree to comply with all said conditions. I understand that no Special Exception will be executed or approved in final until and unless this signed Affidavit is submitted to the City:

1. This Special Exception Use Development Order allows for no controlled substance prescriptions to anyone other than a patient in connection with a medical procedure performed or to be performed.
2. The Office, Medical, with Controlled Substance Provider use is restricted to a total of 1,085 square feet as indicated in the lease agreement. The expansion, alteration, enlargement or removal to another location of this use is prohibited and shall be unlawful unless the City Commission amends this development order to allow such expansion, alteration, enlargement or removal to another location. Notwithstanding the above, through the site plan modification process, the City Commission delegates to the Development Review Committee (DRC) the authority to allow the floor plan to be altered; however, the DRC is without authority to allow the expansion, enlargement, reduction or removal of the use to another location.
3. This Special Exception Use Development Order for Office, Medical with Controlled Substance Provider shall be specifically granted to Christos Doctors Inn Walk-In Healthcare and shall cover the licensed practitioners of Christos Doctors Inn Walk-In Healthcare (to include both employee practitioners and independent contractors working for Christos Doctors Inn Walk-In Healthcare where for clarification, such independent contractor bills under the billing number of Christos Doctors Inn Walk-In Healthcare and the patients are patients of record of Christos Doctors Inn Walk-In Healthcare, and such development order cannot be assigned, leased, subleased, transferred or otherwise conveyed to another entity. Any

**SPECIAL EXCEPTION USE AFFIDAVIT OF
COMPLIANCE WITH CONDITIONS OF APPROVAL**

[Christos Doctors Inn Walk-In Healthcare, LLC] (24-SE-003)

change of corporate ownership affecting 51% percent or more of the interest of the business or any of its assets in any manner shall trigger this provision. Further, this special exception use development order shall automatically expire and become null and void if any entity other than Christos Doctors Inn Walk-In Healthcare operates the medical space. All practitioners, employees, agents and independent contractors are subject to and covered by the express terms and conditions of the Special Exception Use Development Order.

4. The general days and hours of operation are six (6) days a week, Monday through Saturday 9:00 a.m. to 6:00 p.m., Sundays 2:00 p.m. to 6:00 p.m.. Any increase in hours of operation is prohibited and shall be unlawful unless the City Commission amends this development order to allow such increase.
5. Christos Doctors Inn Walk-In Healthcare shall be required to comply with, and operate in accordance with, all standards and requirements by the State of Florida, the Florida Board of Medicine, and the City when operating a Medical Office with Controlled Substance Practitioner.
6. Complaints to Code Enforcement, Police or the Florida Board of Medicine may cause the SEU approval to be reviewed by the City Commission for possible revocation.
7. Any violation of these conditions of approval may result in a public hearing before the City Commission and may result in the modification, suspension or revocation of this special exception use development order or its conditions or both.
8. If there are any code enforcement violations or liens, this Special Exception Use Development Order may be brought before the City Commission to be reconsidered, at which time the development order, or the conditions of approval, may be subject to modification, suspension and/or revocation.
9. Any special exception approval granted by the City Commission shall expire one hundred eighty (180) days after the date of approval, unless a development permit or site plan approval is applied for within the one hundred eighty-day period.
10. If a use which has been granted a special exception shall cease to operate for a continuous period of one (1) year, the special exception approval shall expire.

SPECIAL EXCEPTION USE AFFIDAVIT OF COMPLIANCE WITH CONDITIONS OF APPROVAL

[Christos Doctors Inn Walk-In Healthcare, LLC] (24-SE-003)

11. The owner shall execute a trespass agreement for the police department to keep on file for enforcement.

Any violation of these conditions may result in a public hearing before the City Commission in order to determine whether this special exception use development order should be revoked, suspended or modified.

I understand that I am swearing or affirming under oath the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement may include the modification, suspension or revocation of any resolution adopting the special exception use application and any certificate of use associated with the special exception use approval.

Print your name: _____

Sign your name: _____

Date signed: _____

The foregoing instrument was acknowledged before me this _____ day of _____, 202____, by _____, who is personally known to me or who has produced _____ as identification and who did take an oath.

Notary public

Print your name: _____

Sign your name: _____

State of Florida at Large Seal

My Commission Expires: _____