

**LEASE AGREEMENT BETWEEN BROWARD COUNTY AND SIEMENS CORPORATION, A
DELAWARE CORPORATION ACTING THROUGH ITS SIEMENS REAL ESTATE DIVISION**

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**LEASE AGREEMENT BETWEEN BROWARD COUNTY AND SIEMENS CORPORATION, A
DELAWARE CORPORATION ACTING THROUGH ITS SIEMENS REAL ESTATE DIVISION**

This Lease made and entered into by and between Broward County, a political subdivision of the state of Florida ("Lessor"), and Siemens Corporation, a Delaware for profit corporation, acting through its Siemens Real Estate Division, authorized to transact business in the state of Florida ("Lessee").

RECITALS

A. Lessor owns and has jurisdiction over the development, operation, and maintenance of Port Everglades in Broward County, Florida.

B. Lessor and Lessee ("Parties") desire to enter into this Lease with respect to the Premises hereinafter described.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. PREMISES

A. DEFINED. Lessor hereby leases to Lessee and Lessee hereby leases from Lessor on the terms and conditions hereinafter set forth Five Hundred Twenty (520) square feet of office space comprising Suite 7 of the Amman Building at 2550 Eisenhower Boulevard, Fort Lauderdale, Broward County, Florida (hereinafter referred to as the "Premises").

B. CONDITION OF PREMISES. Lessor makes no representations or warranties whatsoever as to: (i) the condition of the Premises; or (ii) whether the Premises is in compliance with applicable federal, state, and local laws, ordinances, rules, or regulations. The Premises is hereby demised in "**AS IS CONDITION**" and "**WITH ALL FAULTS**." Lessee represents, acknowledges, and agrees that it has had sufficient opportunity to inspect the Premises and hereby accepts the Premises in "**AS IS CONDITION**" and "**WITH ALL FAULTS**." Lessee hereby releases Lessor of any and all claims and liabilities on account of the condition of the Premises or any failure of any of the component parts to be in working order.

2. TERM

The term of this Lease ("Lease Term") shall be for a period of two (2) years, beginning on March 1, 2019 ("Commencement Date"), and ending on February 28, 2021, unless sooner terminated as provided herein.

3. RENTALS, FEES, AND CHARGES

Annual Rental. The annual rental, subject to adjustment as hereinafter provided, shall be paid by the Lessee in twelve (12) equal monthly installments, together with all applicable sales taxes thereon, in advance and without demand, set off or deduction. The first monthly installment of rent shall be paid on that date ("First Payment Date") that is the first day of the month following the month in which the Commencement Date occurs, or on the Commencement Date if it occurs on the first day of a month. Thereafter monthly installments of rental shall be payable in advance on the first day of each and every month. If the Commencement Date does not occur on the first day of a month, then on the First Payment Date a partial payment of rent shall be due, which shall be an amount equal to the first monthly rental payment, prorated based on the number of calendar days occurring between the Commencement Date and the First Payment Date, together with all applicable sales taxes thereon.

(1) The annual rental payable during the first Lease Year of the Lease Term shall be Ten Thousand Nine Hundred Forty-six Dollars and Four Cents (\$10,946.04), plus applicable sales taxes. The monthly installment payments of rent during the first Lease Year shall be Nine Hundred Twelve Dollars and Seventeen Cents (\$912.17) each, plus applicable sales taxes.

(2) Lessor and Lessee agree that following the Commencement Date, the annual rental amount established in subparagraph (1) hereinabove shall be adjusted on the first day of the subsequent Lease Year (such date being referred to as an "Adjustment Date") as set forth below, and such adjusted annual rental (together with applicable sales taxes thereon) shall be the new annual rental for the second Lease Year (subject to adjustment as hereinafter provided), and shall be payable in twelve equal monthly installments.

(3) On the "Adjustment Date" the annual rental shall be increased to an amount equal to the greater of either: (i) the product of the annual rental paid during the immediately preceding Lease Year, multiplied by the "CPI Multiplier" (as hereinafter defined); or (ii) the product of the annual rental paid during the immediately preceding Lease Year, multiplied by 1.03. The product of such multiplication shall be the amount of the annual rental payment to be made during the next succeeding Lease Year, commencing on the first day of such Lease Year. Upon determining such rental adjustment, Lessor shall advise Lessee of the new annual rental and the monthly installment payment of rent. In no event shall any adjusted annual rental established pursuant to this subparagraph (3) be less than the total annual rental paid during the immediate prior Lease Year.

(i) The "CPI Multiplier" is a fraction, the numerator of which shall be the "CPI Index Number" (as hereinafter defined) indicated for the month that is three (3) months prior to the Adjustment Date and the denominator of which shall be the CPI Index Number indicated for the month that is fifteen (15) months prior to the Adjustment Date.

(ii) The "CPI Index Numbers" are the index numbers of retail commodity prices designated "CONSUMER PRICE INDEX FOR ALL URBAN CONSUMERS -UNITED STATES CITY AVERAGE - ALL ITEMS" (1982-1984 =100) ("Consumer Price Index") issued by the Bureau of Labor Statistics, United States Department of Labor. The rental and the adjustment made based upon the provisions of this article shall be made solely by Lessor. Any publication by either the United States Department of Labor or the United States Department of Commerce in which such Index numbers are published shall be admissible in evidence in any legal or judicial proceeding involving this Lease without further proof of authenticity. Should the Bureau of Labor Statistics cease publishing the above-described Index, then such other Index as may be published by the United States Department of Labor that most nearly approximates the discontinued Index shall be used in making the adjustments described above. Should the United States Department of Labor discontinue publication of an Index approximating the Index contemplated, then such Index as may be published by another United States governmental agency, which most nearly approximates the Index first above referenced shall govern and be substituted as the Index to be used.

(4) It is understood and agreed that if a rental adjustment is required hereunder, the previous rental then being paid shall continue until the Port Everglades Department provides notice of the adjusted rent amount, and the adjustment shall be retroactive to the Adjustment Date. The sum constituting the adjustment for the months of the period that have passed prior to the determination of the amount of the adjustment shall be due and payable within thirty (30) calendar days after such determination. In the event Lessee disputes the amount of any adjustment of the rental payments, Lessee shall continue paying the rent to Lessor under the last preceding rental adjustment until such time as the dispute has been settled, at which time an adjustment (with interest at the rate of eighteen percent (18%) per annum) will be made retroactive to the beginning of the adjustment period in which the dispute arose.

(5) Upon determining a rental adjustment, the Port Everglades Department shall advise Lessee of the new monthly rental installment for such period, which notice shall be accompanied by evidence supporting the manner in which the new adjusted rent was determined in sufficient detail to enable Lessee to verify the calculations.

4. SECURITY DEPOSIT; ADVANCES BY LESSOR

A. Lessor acknowledges receipt of the sum of Two Thousand Seven Hundred Thirty-six Dollars and Fifty-one Cents (\$2,736.51) (i.e., three months' rent) cash from Lessee as a Security Deposit.

B. If Lessee is in default under this Lease more than two (2) times within the Lease Term, irrespective of whether or not such default is cured, then, without limiting Lessor's other rights and remedies provided for in this Lease or at law or equity, the Security Deposit requirement

shall automatically increase to four months' rent of Three Thousand Six Hundred Forty-eight Dollars and Sixty-eight Cents (\$3,648.68) the third time Lessee defaults within the time period provided in this article and Lessee shall pay the increased Security Deposit to Lessor on or before the fifth (5th) business day after notice is sent by Lessor.

C. Lessor shall have the right to use the Security Deposit as a financial guarantee of Lessee's payment and performance obligations under this Lease, and said Security Deposit may be used to reimburse Lessor for all costs and expenses, which Lessor elects, in its sole discretion, to pay on Lessee's behalf in the event Lessee fails to make payments of any sums required to be made hereunder. All or any part of the Security Deposit applied by Lessor under this article shall be repaid by Lessee on or before the fifteenth (15th) calendar day after Lessor sends written demand therefor so that the Security Deposit is maintained at its required full dollar amount provided in this article. All amounts not paid within said time frame shall accrue interest and late charges in accordance with Article 5 of this Lease. Failure by Lessee to repay under this subsection shall constitute a Triggering Event as defined in Article 23 of this Lease.

D. Lessor shall not pay interest on the Security Deposit. If Lessee has not defaulted hereunder, then Lessor shall return all amounts then held as the Security Deposit to Lessee within sixty (60) calendar days following the expiration date of the Lease Term.

5. LATE RENT FEE AND FINANCE CHARGES

All invoices for charges and other payments required by Lessee to be paid to Lessor under the terms of this Lease shall be due and payable within thirty (30) calendar days after the invoice date. If Lessee fails to pay rent that Lessee is obligated to pay under the terms of this Lease within fifteen (15) calendar days after the due date, Lessee shall pay Lessor, in addition to the amount otherwise due, a late rent fee equal to ten percent (10%) of such overdue amount. Finance charges shall accrue on all delinquent rent amounts as is provided for in Lessor's published Port Everglades Tariff No. 12, amendments thereto and reissues thereof, provided such assessments shall be applied uniformly to all customers of Lessor similarly situated.

Lessee and Lessor agree that the late rent fee set forth herein represents a reasonable estimate of such costs and expenses and is fair compensation to Lessor for the loss suffered from such nonpayment by Lessee. No acceptance by Lessor of rent, fees, charges, or other payments in whole or in part for any period or periods after a default by Lessee of any of the terms, covenants, and conditions hereof shall be deemed a waiver of any right on the part of Lessor to terminate this Lease or forego finance charges or late charge payments. Any and all amounts due and payable under this section shall be considered additional rent payable to Lessor.

6. PLACE OF PAYMENTS

All payments required to be made by Lessee under this Lease shall be made payable to Broward County, and shall be delivered to: Broward County's Port Everglades, Attn: Finance

Division, 1850 Eller Drive, Fort Lauderdale, Florida, 33316, or to such other office or address as may be substituted therefor.

7. TAXES

A. Throughout the Lease Term of this Lease, Lessee agrees to pay all taxes levied and assessed upon the Premises, and all improvements thereon, together with all special assessments of any kind levied and assessed against the Premises and improvements thereon, together with sales tax. Further, Lessee agrees to pay when due and before the same becomes delinquent, all personal property taxes that may be levied and assessed against all tangible personal property situated on the leasehold and subject to taxation, and against Lessee's intangible personal property subject to taxation in Broward County, Florida. Additionally, Lessee agrees to pay all sales or use taxes that might hereafter be lawfully assessed or imposed arising out of the execution of this Lease.

B. Lessee agrees to pay on or before December 31st of each calendar year (or such other date as may subsequently be set by Broward County), all taxes levied and assessed upon the Premises, all improvements thereon, together with all special assessments of any kind levied and assessed against the Premises and improvements thereon for such calendar year, together with sales tax (collectively, the "Tax Obligation"); provided, however, that such amount to be paid will be prorated based on the actual days in which this Lease is effective in the event same is effective for less than an entire calendar year.

In addition, Lessee agrees to pay at least thirty (30) calendar days prior to expiration of the Lease Term, or immediately upon an earlier termination of this Lease, a pro rata amount of the Tax Obligation, together with sales tax, for the calendar year in which such expiration or earlier termination occurs ("Exit Year"), provided that the Tax Obligation for such year has not been previously paid. If the Tax Obligation for the Exit Year has not yet been determined, then the amount due to Broward County shall be estimated based on the Tax Obligation levied and assessed against the Premises and improvements thereon for the prior calendar year. Thereafter, if the estimated amount paid by Lessee based on the prior year's Tax Obligation is less than the actual Tax Obligation for the Exit Year, then Lessee shall pay the shortfall to Broward County within fifteen (15) calendar days after Lessor sends written demand therefor. If the estimated amount paid by Lessee based on the prior year's obligation is greater than the actual tax obligation for the Exit Year, then Broward County shall refund the overpayment amount to Lessee in accordance with applicable state and local laws.

C. The provisions of this section shall survive the termination or expiration of this Lease.

8. USE; COMPLIANCE WITH LAWS

A. USE. The Premises shall be used solely for office space to support electronic service organization, and for no other use or purpose without the prior written consent of Lessor's Port Everglades Department by its Chief Executive/Port Director (the "Port Department").

Lessee shall conduct its operations in an orderly and commercially reasonable manner considering the nature of such operations. Lessee shall not unreasonably annoy, disturb (whether via vibrations, noise, or otherwise), endanger, or be offensive to others at Port Everglades. Lessee shall commit no waste or injury on or about the Premises and shall not do or permit to be done anything that may result in the creation or commission or maintenance of such waste or injury on the Premises. Lessee shall use and maintain the Premises in such manner so as to avoid the creation of any nuisance from obnoxious odors, smoke, noxious gases, vapors, dust, noise, or otherwise, and Lessee shall not keep or store any explosives or flammable liquids on the Premises.

B. COMPLIANCE WITH LAWS. Lessee, in the use, occupation, or alteration of the Premises, shall, at its expense, comply with all laws, ordinances, rules, regulations, and directives of the federal, state, county, and municipal governmental units or agencies having jurisdiction over the Premises and the business being conducted thereon, including the Americans with Disabilities Act of 1990 ("ADA") and the Port Everglades Tariff, any amendments thereto and reissues thereof; provided, however, any such laws, ordinances, rules, or regulations imposed by Lessor shall be imposed and operate uniformly with respect to all who avail themselves of similar services or facilities at Port Everglades. Within fifteen (15) calendar days after receipt by either party of a notice of noncompliance or of a regulatory investigation or enforcement action relating to such noncompliance, the receiving party shall advise the other party in writing and provide copies of same. Lessor shall have, in addition to all rights provided by law and by the provisions of this Lease, the right to terminate this Lease and/or require Lessee, at its sole expense, to take all corrective measures as may be necessary to bring Lessee into compliance.

C. USE, OCCUPATION AND ALTERATION COMPLIANCE VIOLATIONS. Should Lessee fail to comply with the provisions of Subsection A or B, hereinabove, then the Port Department shall provide Lessee with written notice of such violation, and Lessee shall correct and cure same within a reasonable time period not exceeding thirty (30) calendar days after the date written notice is sent. If the use, occupation, or alteration violation is not cured within this time period, then the Port Department shall either: (i) send Lessee a cease and desist letter, requiring Lessee to immediately cease and desist its operations on the Premises until the use, occupation, or alteration violation(s) is cured to Lessor's satisfaction; or (ii) terminate this Lease.

9. LESSEE'S OBLIGATIONS

Lessee shall, at its expense, be obligated to:

A. Observe and obey, and require its employees, guests, invitees, and those doing business with it, to observe and obey such reasonable rules and regulations of Broward County

(including amendments and supplements thereto) governing the conduct and operations of Lessee and others on the Premises as may from time to time be promulgated.

B. Provide Lessor with immediate notice of any and all spills, leaks, or discharges of any size whatsoever of Pollutants (as defined in Article 22.A. hereof) arising from its operations on the Premises or in Port Everglades, and further provide Lessor with not less than one (1) business day prior notice of all curative measures, remediation efforts and/or monitoring activities to be effected.

C. As required by law, provide the relevant regulatory authorities with notice of spills, leaks, or discharges of Pollutants on the Premises or in Port Everglades, and have an updated contingency plan in effect for such discharges.

D. Provide Lessor the right to inspect all documents relating in any way to the Premises and all activities thereon, including, but not limited to, writings regarding environmental issues, remediation efforts, etc. (such as manifests evidencing proper transportation and disposal of Pollutants, site assessments, sampling, and test results, etc.). Lessee shall provide Lessor with the ability to inspect all such documents on or before the fifth (5th) calendar day after the Port Department sends written demand therefor.

10. ASSIGNMENT, SUBLETTING, AND SUBORDINATION

A. COUNTY CONSENT REQUIREMENTS; FACTORS AND STANDARDS. Lessee shall not (i) sublet the Premises or any part thereof; or (ii) permit any transfer, assignment, pledge, or encumbrance of this Lease; or (iii) transfer, assign, pledge, or otherwise encumber or subordinate this Lease or any rights or obligations hereunder; or (iv) allow same to be assigned by operation of law or otherwise (any such action being called an "Assignment") without the prior written consent of the Port Department, which consent shall not be unreasonably withheld. The factors upon which the Port Department may base its decision on whether to grant such consent shall include, but not be limited to, (i) an assessment of whether the proposed assignee meets standards of creditworthiness, (ii) whether the Premises will be used in connection with the maritime industry for the purposes described herein, and (iii) an assessment of the ability of the proposed assignee, sublessee or transferee to perform Lessee's obligations under this Lease. In the event of any Assignment, the assignee, sublessee, or transferee shall be required to execute a written assumption agreement containing a covenant of assumption of all liabilities and obligations of this Lease, which assumption agreement must be acceptable to the Port Department. The Port Department's consent under this article shall not be unreasonably withheld. In no case will an Assignment be granted if a default by Lessee shall have occurred and remain uncured. Notwithstanding anything to the contrary in this Lease, Lessor acknowledges and agrees that the Premises may be occupied by one or more subsidiaries, parents or affiliates of Lessee (collectively "Affiliates") pursuant to occupancy agreement(s) or license agreement(s) entered into by Lessee and such Affiliate, and Lessor agrees that the execution of such agreement(s) will not be deemed to be an assignment of this Lease, a sublease of the Premises, or any other transfer of the Premises that requires Lessor's consent under the terms of the Lease.

B. NO RELEASE. In the event of any Assignment, Lessee shall not be released of any liability hereunder. The Port Department, as a condition of approving any Assignment, may increase the rent and fees payable hereunder, and may require modification of any other terms or conditions of this Lease and/or execution of additional documents, including an irrevocable guaranty of payment and performance by the proposed assignor.

C. ASSUMPTION OF LIABILITY. No Assignment shall be binding on Lessor unless and until such assignee, transferee, or sublessee shall enter into a written agreement containing a covenant of assumption of all liabilities and obligations hereunder.

D. CHANGE IN LESSEE'S STATUS. Notwithstanding the foregoing, the following shall not be deemed an "Assignment": (i) a transfer of stock or interests in Lessee among its current (as of the date this Agreement was executed by Lessor) owners and/or their affiliates; (ii) a transfer of stock or interests in Lessee resulting from the death of a stockholder, member, partner, or joint venturer; or (iii) any transfers of stock in Lessee, which stock is publicly traded on a national stock exchange.

E. VOIDING OF ASSIGNMENT OR SUBLEASE; RIGHT TO COLLECT RENT. In the event Lessee shall take any action specified under this article without the prior written consent of the Port Department, then any such Assignment or other action shall be null and void and of no legal force or effect, and in addition to all other available remedies, the Port Department shall be entitled to immediately terminate this Lease. In no case shall this Lease be assigned for any period or periods after a default shall have occurred hereunder and remain uncured.

In addition, if the Premises is occupied by anybody other than Lessee without the Port Department's prior written consent in violation of this article, Lessor may collect rent from any assignee, sublessee, transferee, or anyone who claims a right to this Lease or who occupies the Premises, and Lessor shall apply the net amount collected to the rental herein reserved; but no such collection shall be deemed a waiver by Lessor of the consent provisions of this Lease or any acceptance by Lessor of any such assignee or sublessee.

F. SUBORDINATE TO LESSOR. Lessee acknowledges and agrees that each sublessee of Lessee is subject to all of the terms and provisions of this Lease, including, but not limited to, the requirement that each such sublessee must comply with all federal, state, and local laws, ordinances, rules, regulations, and orders in effect, which are applicable to the operations being conducted on, and the use and enjoyment of the Premises by the sublessee. Notwithstanding any sublease of the Premises to which Lessor has consented as provided herein, Lessee shall remain responsible for insuring that each and every term and provision of this Lease is abided by and complied with and, in that regard, any failure by a sublessee to abide by and comply with any term or provisions of this Lease shall be deemed a default hereunder, entitling Lessor to any and all remedies available hereunder and pursuant to applicable Florida law. Each sublease of the Premises to which Lessor has consented as provided herein shall be subordinate in all respects to all the terms and provisions of this Lease and upon any termination or expiration of this Lease,

each sublease of the Premises shall also terminate or expire contemporaneously on the effective termination date or expiration date of this Lease.

G. MORTGAGE ON LEASEHOLD. No leasehold mortgage shall be binding upon Lessor without the Port Department's prior written consent. Lessor will accept performance by the holder of any leasehold mortgage to which the Port Department has consented of any term of this Lease required to be performed by Lessee, with the same force and effect as though performed by Lessee, if at the time of such performance. The holder of such mortgage shall have ten (10) calendar days after the date on which Lessor may otherwise terminate this Lease as to the defaulting Lessee to cure any default in the payment of rent or additional rent required to be paid under this Lease and a reasonable period of time not to exceed thirty (30) calendar days, within which to cure any other nonmonetary default hereunder. In no event shall an approved leasehold mortgagee sell, assign, transfer, convey, or otherwise dispose of its interest in this Lease to a third party without the prior written consent of Lessor's Port Everglades Chief Executive/Port Director.

The Port Department shall, from time to time, upon reasonable written request, provide a leasehold mortgagee or Lessee with an estoppel certificate stating whether Lessee is in default hereunder, whether this Lease is in full force and effect, and whether this Lease has been modified. Notwithstanding a consent granted by the Port Department, no Assignment shall give Lessee or its assignee, sublessee, transferee, or leasehold mortgagee any lien or encumbrance upon the fee simple ownership interest in the Premises which is vested in Lessor.

When giving notice to Lessee with respect to any default under the provisions of this Lease, the Port Department shall also serve as copy of such notice upon the approved leasehold mortgagee which copy, if sent, shall be sent by certified mail, return receipt requested, or any other method of delivery that can be confirmed and verified, to the leasehold mortgagee at the address set forth in the leasehold mortgage. It is Lessee's responsibility and the approved leasehold mortgagee's responsibility to ensure that the Port Department has both Lessee's and the approved leasehold mortgagee's correct current mailing addresses.

Upon the happening of any default and receipt of notice of default from the Port Department, Lessee will promptly notify the approved leasehold mortgagee in writing of such occurrence and shall state in the written notice what action has been or will be taken by Lessee to cure the default. Lessee shall promptly provide the Port Department with a copy of the written notice at the same time.

11. ALTERATIONS; FIXTURES; IMPROVEMENTS

A. GENERAL. Lessee shall not design, develop, construct, nor make any alterations, modifications, or replacements to the Premises or portion thereof, without the prior written consent of the Port Department, which written consent shall not be unreasonably withheld. If any such action is taken or made without said prior written consent being given, then, immediately upon receipt of written notice, Lessee shall remove same to the Port Department's satisfaction. In the event Lessee fails to comply with the requirements of this article, the Port Department may

immediately effectuate the required removal or action, and Lessee shall pay the cost thereof to Lessor within fifteen (15) calendar days from the date Lessor sends written demand therefor.

B. TITLE TO IMPROVEMENTS AND FIXTURES; REMOVAL. All fixtures, structures, facilities, pavements, and other permanent improvements, and any additions and alterations made to the Premises (including those that are nailed, bolted, stapled, or otherwise affixed to the Premises) by Lessee, or at Lessee's direction, shall be and remain Lessee's property until the termination of this Lease (whether by expiration of the Lease Term or otherwise), at which time said improvements shall, at Lessor's option, either (i) become Lessor's property and be surrendered with and remain on the Premises, or (ii) be removed by Lessee at the Port Department's direction.

C. LIENS. Lessee shall not do or permit to be done anything that shall result in the imposition of any liens, claims, or encumbrances on the Premises or portion thereof. If any lien or notice of lien shall be filed against the Premises or portion thereof or any improvements thereon, Lessee shall cause the same to be discharged of record by payment, deposit, bond, or order of a court of competent jurisdiction within thirty (30) calendar days after notice of the filing thereof. Lessee shall not be deemed to be Lessor's agent so as to confer upon any contractor or subcontractor providing labor and/or materials to the Premises, a mechanic's lien upon Lessor's estate under the provisions of Chapter 713, Florida Statutes, as amended from time to time.

The provisions of this subsection shall not apply to any mortgage of Lessee's interest in this Lease to which Lessor has consented as provided herein, or any purchase money security interest in any movable trade fixtures installed at the Premises.

12. ACCEPTANCE, MAINTENANCE, AND REPAIR OF PREMISES

A. LESSEE'S RESPONSIBILITIES. Lessee hereby accepts the Premises in its present condition, and agrees to maintain the Premises in the same condition as exists on the Commencement Date, except for reasonable wear and tear. Except as provided in Article 12.B., Lessee shall keep the Premises in good, tenantable, useable condition throughout the Lease Term, and without limiting the generality thereof, shall:

1) Maintain the Premises in a safe and neat manner, free from garbage, debris, or other unsightly or unsanitary waste matter (whether solid or liquid). All garbage, debris, or other waste matter temporarily stored in the open shall be kept in suitable garbage and waste receptacles. Lessee shall use extreme care when performing removal activities of all such waste matter and shall conduct such removal activities in accordance with all applicable laws, ordinances, rules, regulations, and procedures.

2) Replace all light bulbs and filters of any window air conditioning units on the Premises.

3) Maintain the Premises, including both the interior and exterior, in a good state of repair (excepting those responsibilities of Lessor as set forth in Article 12.B. hereof), and maintain the Premises in a clean, orderly and safe condition so as to avoid injury to persons and property.

4) Repair all damage to the Premises (including, but not limited to, any fencing, gates, lighting, or pavement) caused by any act, omission, negligence, or misconduct on the part of Lessee, its employees, agents, contractors, or invitees, within thirty (30) calendar days after the date of the Port Department's written notice.

In the event Lessee fails in any material respect (i) to commence to maintain, clean, repair, replace, rebuild, or paint on or before the thirtieth (30th) calendar day after the date of written notice from the Port Department is sent, or (ii) to continue to completion in a diligent manner the maintenance, repair, replacement, rebuilding, or painting of the Premises required to be maintained, repaired, replaced, rebuilt, or painted under the terms of this Lease, then Lessor may, at its option, and in addition to any other remedies, which may be available to it, immediately commence to maintain, repair, replace, rebuild, or paint all or any part of the Premises included in said notice and the cost thereof shall be payable by Lessee within fifteen (15) calendar days after written demand therefor is sent.

B. LESSOR'S RESPONSIBILITIES. Lessor, at its sole expense, shall (i) maintain the structural components of the Premises, including the Amman Building's roof and exterior walls, and (ii) maintain the mechanical systems on the Premises; provided, however, that for any and all repairs to the Premises necessitated by an act, omission, negligence, or misconduct on the part of Lessee, its employees, agents, contractors, or invitees, then Lessee, at Lessor's option, shall make all such repairs or shall reimburse Lessor for making same within fifteen (15) calendar days after the date of written notice from the Port Department is sent.

13. SIGNAGE

A. PRIOR CONSENT. Lessor shall post Lessee's name on a building standard sign at the suite entry door and in the lobby directory of the Amman Building, if any exists. Lessee will not place, suffer to be placed, or maintain on the Premises any materials including, but not limited to, any sign, awning, canopy, or advertising matter without prior written consent of the Port Department, which consent shall not be unreasonably withheld. If such consent is granted by the Port Department, Lessee shall maintain such item(s) in good condition at all times and install same pursuant to the Port Everglades Development District Zoning Classification.

B. REMOVAL OF SIGNS. Upon the expiration or termination of this Lease, Lessee shall remove, obliterate, or paint out, as the Port Department may direct, all signs on the Premises and, in connection therewith, Lessee shall restore the portion of the Premises affected by signs to the same condition as existed prior to the placing of such signs. In the event Lessee fails to remove, obliterate, or paint out each and every sign and restore the Premises, Lessor may perform the

necessary work, deduct the costs thereof from the Security Deposit, and Lessee shall pay the shortfall, if any, to Lessor within fifteen (15) calendar days after written demand therefore is sent.

14. PARKING

Lessee's use of parking spaces in Port Everglades shall be subject to and in accordance with Lessor's vehicle parking regulations set forth in the Port Everglades Tariff, amendments thereto or reissues thereof. Lessee shall ensure that all of its officers, employees, agents, or servants only park in parking spaces specifically assigned to Lessee. Vehicles parked in parking spaces not specifically assigned to Lessee may be towed at the vehicle owner's expense.

15. UTILITIES

A. GENERALLY. Lessor shall provide only water and electric utilities to the Premises. No failure, delay, or interruption in supplying electric services and water services shall be construed as an eviction of Lessee, or grounds for any abatement of rental or claim by Lessee for damages.

B. ELECTRICITY CHARGES. Lessee shall make arrangements directly with the utility company for electricity services to the Premises, and shall pay same directly for all charges (plus applicable Florida sales tax) for electricity services provided to the Premises when due.

C. WATER CHARGES. Lessee's charges for its utilization of water on the Premises is included in the monthly rental amount paid to Lessor.

16. JANITORIAL SERVICE; PEST CONTROL

Lessee shall provide janitorial and interior pest control services for the Premises at its own expense during the Lease Term. Upon the Port Department's request, Lessee shall provide Lessor with documentation evidencing the existence of janitorial and pest control services for the Premises.

17. SECURITY

The Parties acknowledge that security measures at Port Everglades have been increased and that such efforts may impact Lessee. In this regard, Lessee shall cooperate with Lessor's increased security efforts and agrees to comply with all federal, state, and local security rules and regulations (whether imposed by the United States Custom and Border Protection, the United States Coast Guard, U.S. Department of Homeland Security, state of Florida, or Lessor). Furthermore, Lessee, at its sole cost, shall comply with all federal, state, and local security-related measures that impact the Premises, Lessee and its employees, representatives, and guests, including, but not limited to, all requirements for the Federal Transportation Worker Identification Credential ("TWIC") and Lessor's Port Identification Card policy.

18. RIGHT TO ENTER PREMISES

A. TO INSPECT. Lessor, by its officers, employees, agents, representatives, and contractors may, in its sole discretion and at all reasonable times, enter the Premises to inspect the Premises and/or any materials or merchandise stored therein, to observe the performance by Lessee of its obligations under this Lease, or for the doing of any act or thing that Lessor may be obligated or have the right to do under this Lease or otherwise.

B. TO REPAIR. Without limiting the generality of the foregoing, Lessor, through its employees, agents, representatives, contractors, and furnishers of utilities and other services, may, at its own expense, enter upon the Premises at all reasonable times to: (i) make any installations, repairs, replacements, or alterations relating to existing and future utility, mechanical, electrical, or other systems in, on or under the Premises as may be deemed necessary or advisable by Lessor; or (ii) use the Premises for access to other parts of Port Everglades otherwise not conveniently accessible; provided, however, that in the exercise of such rights of access, repair, alteration, or new construction, Lessor shall not unreasonably interfere with the use and occupancy of the Premises by Lessee.

C. REMOVAL OF OBSTRUCTIONS. If any of Lessee's personal property obstructs the access of Lessor, its officers, employees, agents, or contractors to any of the existing or future utility, mechanical, electrical, and other systems and thus interferes with the inspection, maintenance, or repair of any such system, Lessee shall move such property, as directed by the Port Department, in order that access may be had to the system or part thereof for its inspection, maintenance, or repair, and if Lessee fails to so remove such property after direction from the Port Department, then Port Department may move it and Lessee shall pay the cost of such moving on or before the fifteenth (15th) calendar day after the Port Department sends written demand therefor.

D. TO EXHIBIT. At any time and from time to time during the ordinary business hours of Lessee within the six (6) months preceding the expiration of this Lease, Lessor, by its agents and employees, whether or not accompanied by prospective occupiers or users of the Premises, may enter thereon for the purpose of exhibiting and viewing all parts of the same, and during such six-month period Lessor may place and maintain on the Premises "To Let" signs.

E. ACCESS TO VACATED PREMISES. If, during the last month of the Lease Term, Lessee has removed substantially all of its property from the Premises, then Lessor may immediately enter and alter, renovate, and redecorate the Premises.

F. NO EVICTION CONSTRUED. The exercise of any or all of the foregoing rights by Lessor shall not be construed to be an eviction of Lessee nor be grounds for any abatement of rental nor any claim or demand for damages, consequential or otherwise against Lessor.

19. SURRENDER AND ACCEPTANCE; REMOVAL OF PROPERTY

A. SURRENDER. Lessee shall yield and deliver peaceably to Lessor possession of the Premises on the date of cessation of the Lease Term, whether such cessation be by termination, expiration, or otherwise, promptly and in as good condition as at the Commencement Date, excepting reasonable wear and tear.

B. ACCEPTANCE OF SURRENDER. No agreement of surrender of this Lease shall be valid unless and until the same shall have been reduced to writing and signed by the duly authorized representatives of Lessor and of Lessee in a document of equal dignity and formality herewith. Except as expressly provided in this Lease, neither the doing of nor any omission to do any act or thing by any of Lessor's officers, agents, or employees shall be deemed an acceptance of a surrender of this Lease.

C. REMOVAL OF PROPERTY. Lessee shall have the right at any time during the Lease Term to remove its inventories and other personal property from the Premises. If Lessee fails to remove its personal property by the termination or expiration of this Lease, then Lessee shall be considered to be holding over under Florida law. In such event, Lessor may pursue its legal options, including, but not limited to: (i) title to personalty on the Premises shall vest in Lessor, at no cost to Lessor, or (ii) the Port Department may remove such property to a public warehouse for deposit, or (iii) the Port Department may retain the same in its own possession and sell the same at public auction, the proceeds of which shall be applied first to the expenses of removal, storage and sale, and second, to any sums owed by Lessee to Lessor with any balance remaining to be paid to Lessee. If the expenses of such removal, storage, and sale exceeds the proceeds of sale, Lessee shall pay such excess to Lessor on or before the fifteenth (15th) calendar day after the Port Department sends written demand therefor. The provisions of this article shall survive the termination or expiration of this Lease.

20. INDEMNIFICATION

Lessee shall at all times hereafter indemnify, hold harmless, and defend Lessor and all of Lessor's current and former officers, agents, servants, and employees (collectively, "Indemnified Party") from and against any and all causes of action, claims, demands, fines, penalties, losses, liabilities, and expenditures of any kind, including, attorneys' fees, court costs, and expenses (collectively, a "Claim"), raised or asserted by any person or entity not a party to this Lease, which Claim is caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of Lessee, its current or former employees, agents, servants, or officers, arising from, relating to, or in connection with this Lease including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries, sickness, and/or death of persons or damage to property. In the event any Claim is brought against an Indemnified Party, Lessee shall, upon written notice from Lessor, defend each Indemnified Party against each such Claim by counsel satisfactory to Lessor or, at Lessor's option, pay for an attorney selected by the Broward County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Lease. To the extent considered

necessary by the Port Department and the Broward County Attorney, any sums due Lessee under this Lease (including without limitation the Security Deposit) may be retained by Lessor until all of Lessor's claims for indemnification pursuant to this Lease have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by Lessor.

21. INSURANCE

Lessee shall provide at its own expense and keep in continuous force and effect commercial general liability insurance with minimum limits of One Million Dollars (\$1,000,000) per occurrence for personal injuries and property damage, and business automobile liability insurance for all vehicles in Lessee's name (including owned/leased and hired vehicles) with minimum limits of Five Hundred Thousand Dollars (\$500,000) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Policy, without restrictive endorsements, as filed by the Insurance Services Office. Workers' Compensation insurance to apply for all employees in compliance with Chapter 440, Florida Statutes, as may be amended from time to time, and all applicable federal laws, including United States Longshore & Harbor Workers' Compensation Act coverages, and Maritime Coverages Endorsement. The aforesaid minimum limits of insurance shall be reviewed from time to time by Lessor and may be adjusted if Lessor determines that such adjustments are necessary to protect Lessor's interest.

The commercial general liability insurance policy shall, at Lessee's sole expense, be written so as to protect both Lessor as an additional insured and Lessee. Lessee shall furnish Lessor with insurance certificates to demonstrate the continuous coverage required by this article, and Lessee shall be responsible for assuring that such insurance certificates remain in force for the duration of the Lease Term. Lessee shall provide evidence of the required coverages herein, by presentation of certificates or other evidence of insurance, prior to the execution of this Lease.

Certificates of Insurance: Lessee agrees to provide Lessor a Certificate(s) of Insurance evidencing that all coverages, limits, and endorsements required herein are maintained and in full force and effect. Lessee shall provide Lessor with reasonable notice of insurance coverage(s) renewal. The insurance shall be written by companies authorized to do business in the state of Florida and having agents upon whom service of process may be made in the state of Florida or by insurers known to do business in the state. The insurance policies shall be endorsed to provide Lessor with thirty (30) calendar days' notice of cancellation.

Right to Revise or Reject: Broward County's Risk Management Division reserves the right, but not the obligation, to review and revise any insurance requirements at the time of contract renewal and or any amendments, not limited to deductibles, limits, coverages, and endorsements based on insurance market conditions affecting the availability or affordability of coverage or changes in the Lessee's use of the Premises or its operations within Port Everglades affecting the applicability of coverage. Additionally, Lessor reserves the right, not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein.

When such policies or certificates have been delivered by Lessee to Lessor as aforesaid and at any time or times thereafter, Lessor may notify Lessee in writing that, in the opinion of Lessor, the insurance represented thereby does not conform to the provisions of this article either because of the amount or because of the insurance company or for any other reason, and Lessee shall have fifteen (15) calendar days in which to cure any such defect.

22. ENVIRONMENTAL IMPAIRMENT; CONTAINMENT AND REMOVAL

A. Lessor makes no representations or warranties whatsoever as to whether Pollutants (as hereinafter defined) exist on or in the Premises or the improvements in violation of any federal, state, or local law, rule, or regulation or in violation of any order or directive of any federal, state, or local court, or entity with jurisdiction of such matter. The term "Pollutants" refers to and includes all derivatives or by-products of any one or more of the following terms as defined by applicable local, state, or federal laws, or regulations: hazardous substances, hazardous materials, hazardous waste, toxic substances, toxic pollutants; or such other pollutants, contaminants, substances, materials, and wastes as are or become regulated under applicable local, state, or federal laws or regulations. Lessee acknowledges, represents, and warrants to Lessor that it has made sufficient inspection of the Premises and the improvements to satisfy itself as to the presence or absence of any such Pollutants.

B. The discharge of any Pollutants on the Premises or in Port Everglades in violation of any federal, state, or local law, rule, or regulation, or in violation of an order or directive of any federal, state, or local court, or entity, is prohibited. All remedial action relating to the discharge undertaken by Lessee, its sublessees, officers, employees, contractors, subcontractors, invitees, or agents shall be at Lessee's expense. Lessee shall immediately contain, remove, or abate a discharge to the satisfaction of Lessor and any court or regulatory entity having jurisdiction of a discharge. If Lessee does not immediately undertake required remedial action, Lessor may undertake the required remedial action, however, any such required remedial action undertaken by Lessor shall not relieve Lessee of its obligations under this or any other provision of this Lease or as imposed by law. No action taken by either Lessee or Lessor to contain or remove Pollutants, or to abate a discharge, whether such action is taken voluntarily or not, shall be construed as an admission of liability as to the source of or the person who caused the pollution or its discharge.

C. If Lessor arranges for the removal of any Pollutants in Port Everglades that were caused by Lessee, its sublessees, or any of their officers, employees, contractors, subcontractors, invitees, or agents, the costs of such removal incurred by Lessor shall be paid by Lessee to Lessor immediately upon the Port Department's written demand, with interest as is provided for under Lessor's rules, regulations, and ordinances, including, but not limited to, the Port Everglades Tariff.

D. The provisions of this article shall survive the expiration or termination of this Lease.

23. DEFAULT

A. FAILURE TO CURE DEFAULT BY LESSEE. If any one or more of the following Triggering Events defined in Section B. below shall occur, or at any time thereafter during the continuance of such event, same shall be an event of default under this Lease and Lessor may, at its sole option, exercise one or more of the following rights:

- (i) terminate the rights of Lessee hereunder by giving thirty (30) calendar days written notice thereof, which termination shall be effective upon the date specified in such notice, in which event the Lease Term and all rights of Lessee hereunder shall expire and terminate on such date and Lessor shall be released and relieved of all liability under this Lease;
- (ii) sue Lessee for all damages, costs, and expenses arising from or which are a proximate cause of Lessee committing a Triggering Event, and to recover all such damages, costs, and expenses, including reasonable attorneys' fees at both trial and appellate levels;
- (iii) restrain, by injunction, the commission or attempted commission of a Triggering Event and to obtain a decree specifically compelling performance of any such term or provision of this Lease. Lessee acknowledges that Lessor would not have an adequate remedy at law for a Triggering Event and that injunctive relief or specific performance are required to protect the public from irreparable harm;
- (iv) draw down on the Security Deposit; and/or
- (v) exercise any and all other remedies available to Lessor hereunder or at law or in equity.

In the event of any termination by Lessor, Lessor may accelerate and declare immediately due and payable all unpaid amounts due and other sums required to be paid under this Lease. In addition, Lessee shall be liable for all damages incurred by Lessor in connection with Lessee's default or the termination of this Lease upon such a default, including without limitation, all direct damages, such as collection costs and reasonable attorney's fees, as well as indirect, consequential, and all other damages whatsoever. The exercise by Lessor of any right of termination shall be without prejudice to any other such rights and remedies. No remedy herein confirmed upon or reserved to Lessor is intended to be exclusive of any other remedy herein provided or otherwise available, and each and every remedy shall be cumulative.

B. TRIGGERING EVENTS. Any of the following events shall constitute a Triggering Event of Default ("Triggering Event"):

1. Lessee shall voluntarily abandon, desert, or vacate the Premises or cease to operate and manage the Premises as provided herein for a period of thirty (30) consecutive calendar days; or

2. Any lien, claim, or other encumbrance, which is filed against the Premises that is not permitted by this Lease, is not removed or bonded as required by Section 11.C. of this Lease within thirty (30) calendar days following the date written notice is given Lessee; or

3. Lessee shall fail to pay rent when due to Lessor and shall continue in its failure to pay rent for a period of fifteen (15) calendar days following the date written notice to cure nonpayment is given Lessee; or

4. Lessee shall fail to make any other payment required hereunder when due to Lessor and shall continue in its failure to make any such other payment required hereunder, for a period of fifteen (15) calendar days following the date written notice to cure nonpayment is given Lessee; or

5. Lessee shall take any action described in Article 10 of this Lease without the prior written consent of Lessor; and Lessee does not institute appropriate action to rescind such action or to obtain the required consent within ten (10) calendar days following the date written notice is given Lessee; or

6. The discovery of any material misrepresentation of fact or fraudulent statement made by Lessee in connection with any lease application or forms, submitted to and relied upon by Lessor in connection with this Lease that is not waived by Lessor. Lessee shall be allowed fifteen (15) calendar days following the date written notice is given Lessee, to explain the matter and provide Lessor with the information needed to make a waiver determination, which determination shall be, in Lessor's sole discretion; or

7. Lessee fails to keep, perform, and observe any promise, covenant, and term set forth in this Lease and such failure continues for a period of fifteen (15) calendar days after written notice of default is given by Lessor or, in the case of any obligation which cannot be cured with due diligence and good faith within fifteen (15) calendar days, if Lessee fails to proceed promptly and with due diligence and good faith to begin to cure the default within fifteen (15) calendar days after the giving of notice by Lessor, or having begun to cure the default in a timely manner, Lessee thereafter fails to diligently prosecute the cure to completion; or

8. By or pursuant to, or under authority of any legislative act, resolution, or rule or any order or decree of any court or governmental board, agency, or officer having jurisdiction, a receiver, trustee, or liquidator shall take possession or control of all or substantially all of the property of Lessee, and such possession or control shall continue in effect for a period of ninety (90) calendar days; or

9. If Lessee or an officer, director, executive, partner, member, shareholder, employee, or agent who is active in the management of Lessee, is found guilty or convicted of illegal conduct or activity (with or without an adjudication of guilt) as a result of a jury verdict, nonjury trial, entry of a plea of guilty or nolo contendere where the illegal conduct or activity (i) is considered to be a Public Entity Crime as defined by Chapter 287, Florida Statutes, as amended; or (ii) is customarily considered to be a "white collar crime" or theft-related crime such as fraud, smuggling, bribery, embezzlement, or misappropriation of funds; or (iii) involves an act of moral turpitude meaning conduct or acts that tend to degrade the principals or owners in society or bring them into public hatred, contempt, scorn, or ridicule, or that tends to shock, insult, or offend the community, or ridicule public morals, or decency or harm the image of Lessor by virtue of its association with Lessee; or (iv) results in a felony conviction. Notwithstanding, Lessee may abate this Triggering Event by submitting evidence satisfactory to Lessor that Lessee has implemented best business practices seeking to prevent and address such illegal conduct or activity from reoccurring, and requiring the offending person(s) to resign and remove himself/herself from Lessee's management activities related to this Lease; or

10. Suspension or revocation of Lessee's operations by a governmental unit or agency having jurisdiction over the Premises and/or the business as being conducted thereon, for a period of three (3) or more consecutive months; or

11. The material inaccuracy of any representation or warranty made or given by Lessee in this Lease and Lessee's failure to cure such inaccuracy within fifteen (15) calendar days after written notice to cure is given Lessee; or

12. Any subsequent breach or default following notice of Habitual Default as described in Section D. below.

C. In the event of termination, Lessee and its sublessees shall immediately and peaceably quit and surrender possession of the Premises to Lessor and each shall cease its operations on the Premises. At any time, or from time to time, after any such expiration or termination, Lessor shall have the right, but not the obligation, to re-let the Premises or any part thereof for such term or terms, which may be greater or lesser than the period which would have otherwise constituted the balance of the Lease Term, on such conditions, which may include concessions or free rent, as Lessor, in its sole and uncontrolled discretion, may determine and may collect and receive the rents therefor. Lessor shall in no way be responsible for any failure to re-let the Premises or any part thereof, or for the failure to collect any rent for any such re-letting. Any such termination by Lessor shall be without prejudice to every other remedy available pursuant to this Lease to Lessor and at law or in equity.

D. HABITUAL DEFAULT. Notwithstanding the foregoing, in the event Lessee defaults in its performance of or breaches any of the terms, covenants, and conditions required herein to be kept and performed by Lessee three (3) or more times in three (3) consecutive months over the

Lease Term hereof, and regardless of whether Lessee has cured each individual condition of breach or default, Lessee may be determined by Lessor's Port Everglades Department to be a "habitual violator." At the time that such determination is made, said Department shall issue to Lessee a written notice advising of such determination and citing the circumstances therefor. The notice shall also advise Lessee that there shall be no further notice or grace periods to correct any subsequent breaches or defaults and that any subsequent breaches or defaults of whatever nature, taken with all previous breaches and defaults, shall be considered cumulative and collectively shall constitute a condition of noncurable default and a Triggering Event as provided for in Section B. of this article and Lessor shall have the right to exercise any right set forth in Section A. of this article without further notice to Lessee, except as to terminating.

E. NO WAIVER. No failure by Lessor to insist upon the direct performance by Lessee of any of the terms or conditions of this Lease, or to exercise any right or remedy consequent upon a breach thereof, and no acceptance by Lessor of full or partial rent during the continuance of any breach of any of the terms of this Lease shall be deemed or considered or act as a waiver by Lessor of such term or condition. None of the terms of this Lease to be kept, performed or observed by Lessee, and no breach thereof, shall be waived, altered or modified except by written instrument executed by Lessor, and no written waiver shall affect any other Triggering Event or breach other than the Triggering Event or breach specified in the written waiver, and then only for the time and to the extent therein stated. No waiver of any breach shall affect or alter this Lease, but each of the terms of this Lease shall continue in full force and effect with respect to any to then existing or subsequent breach thereof. No waiver of any Triggering Event or breach by Lessee shall be implied from any failure or omission by Lessor to take any action on account of such Triggering Event or breach. No waiver by Lessor of any default on the part of Lessee in performance of any of the terms, covenants, or conditions hereof to be performed, kept or observed by Lessee shall be or be construed to be a waiver by Lessor of any other or subsequent default in performance of any of the said terms, covenants, and conditions.

24. DAMAGE BY CASUALTY

A. GENERALLY. If structural or permanent portions of the Premises are partially damaged by fire or other casualty, Lessee must give immediate notice thereof to Lessor and the same shall be repaired to the extent of insurance proceeds, unless Lessor determines that the damage is so extensive that the repair or rebuilding is not feasible. From the date of such casualty until Premises is so repaired, the monthly installments of the rent hereunder shall abate in such proportion as the part of the Premises thus destroyed bears to the Premises as a whole, provided, however, that if any area shall be so slightly injured in any such casualty as not to be rendered unfit for occupancy, such rent payments shall not cease or be abated during any repair period. If the damage to the Premises is so extensive as to render the Premises untenable, the rent payments for the Premises shall be abated until such time as the Premises shall again be put in repair, but if the Premises is damaged to such an extent as to render it necessary in the exclusive judgment of Lessor not to rebuild same, then, at the option of Lessor and upon notice to Lessee, this Lease shall cease and come to an end.

B. OBLIGATION TO REPAIR. Lessor's obligations to rebuild or repair under this article shall in any event be limited to restoring only the structural or permanent portions of the Premises to substantially the condition that existed prior to the casualty and shall further be limited to the extent of the insurance proceeds available to Lessor for such restoration. If Lessor elects to repair or rebuild as provided in this article, then Lessee will proceed with reasonable diligence and at its sole expense to rebuild, repair, and restore its signs, fixtures, furnishings, equipment, improvements, and other items provided or installed by Lessee in or about the Premises in a manner and to a condition at least equal to that which existed prior to its damage or destruction.

25. CONDEMNATION

If at any time during the Lease Term, the power of eminent domain shall be exercised or threatened whether by condemnation proceeding or threat or imminence thereof (a "Taking") of the entirety of the Premises or of substantially all of the Premises so as to render the Premises untenable, such Taking shall be deemed to have caused this Lease to terminate and expire as of the date of such Taking. For purposes of this Lease, the date of Taking shall be deemed to be the earlier of the date upon which actual possession of the Premises or a portion thereof, as the case may be, is acquired by any lawful power or authority, or the date in which title vests in such lawful power or authority. The rent required to be paid by Lessee shall be paid up to the date of such Taking. Lessee shall in all respects keep, observe, and perform all the terms and conditions of this Lease up to the date of such Taking.

Lessor agrees to promptly notify Lessee of any eminent domain proceeding, and Lessee, at its sole cost and expense, will be entitled to join such proceeding and to defend Lessee's interest in the Premises affected by such proceeding, and, to the extent permitted by law, to be awarded damages attributable to the value of Lessee's unexpired leasehold estate in the Premises. If at any time during the Lease Term a Taking of less than the whole of the Premises shall occur, the rent shall thereafter be reduced in proportion to the reduction in the rentable area of the Premises.

26. RISK OF LOSS

The risk of loss of or damage to personal property, including, but not limited to, cargo, commodities, and equipment, which have been stored at or moved on or near the Premises shall be borne solely by Lessee or the owner of such property. Lessee hereby waives all claims and demands against Lessor, its officers, or employees for any losses (on account of lost or anticipated profits), costs, expenses, or other damages, including, but not limited to, direct, indirect, consequential, or otherwise, caused by injury to or loss of personal property on or near the Premises.

27. NOTICES

All notices required by this Lease or by law shall be given in writing and shall be sent (i) by registered or certified mail by depositing the same in the United States Mail, postage prepaid, (ii) by hand delivery, or (iii) by overnight courier. Any such notice mailed as provided hereunder shall

be deemed effective and served as of the date of the mailing. Any notice given by hand delivery or overnight courier shall be deemed effective and serve as of the date of delivery. Either party shall have the right, by giving written notice to the other, to change the address to which notices are to be mailed or delivered. Until any such change is made, notices shall be mailed or delivered to:

Lessor:
Broward County's Port Everglades Department
ATTN: Director of Business Administration
1850 Eller Drive
Fort Lauderdale, Florida 33316

Lessee:
Siemens Real Estate, a Division of Siemens Corporation
ATTN: Lease Administration
170 Wood Avenue South
Iselin, New Jersey 08830

Siemens Corporation
ATTN: Real Estate Counsel
170 Wood Avenue South
Iselin, New Jersey 08830

28. INSOLVENCY

If Lessee becomes insolvent or bankruptcy proceedings are begun by or against Lessee, and within thirty (30) days thereof Lessee fails to secure a discharge thereof, or if Lessee should make an assignment for the benefit of creditors before the end of the Lease Term, Lessor is hereby irrevocably authorized to terminate this Lease. Lessor may elect to accept rent and other required compensation from the receiver, trustee, or other judicial officer during the term of their occupancy in their fiduciary capacity without affecting Lessor's rights under this Lease, but no receiver, trustee, or other judicial officer shall have any right, title, or interest in the Premises.

29. TENANCY AFTER LEASE TERM EXPIRES

Any holding over of Lessee after the expiration of this Lease shall not renew and extend same, but shall operate and be construed as a tenancy from month to month and Lessee agrees to pay to Lessor the pro-rated annual rent and all other charges required to be paid hereunder during any such period. Lessor at its option may impose a higher rent during any holdover period, as permitted by Florida law. Lessee shall be liable to Lessor for all loss or damage on account of any such holding over against Lessor's will after the expiration of this Lease, whether such loss or damage may be contemplated at the execution of this Lease or not. Acceptance of the foregoing payments by Lessor, in the event that Lessee fails or refuses to surrender possession, shall not operate or give Lessee any right to remain in possession of the Premises nor shall it constitute a waiver by Lessor of its right to immediate possession.

30. NONLIABILITY OF INDIVIDUALS

No current or former commissioner, director, officer, agent, or employee of Lessor shall be charged personally or held contractually liable by or to Lessee under any term or provisions of this Lease or of any supplement, modification, or amendment to this Lease or because of any breach thereof, or because of its or their execution or attempted execution.

31. COOPERATION WITH LESSOR

Lessee acknowledges that Lessor will be seeking regulatory approvals ("Regulatory Approvals") consistent with its Airport Master Plan and subsequent updates (collectively, "Master Plan") and Federal Administrative Administration Record of Decision and subsequent updates (collectively, "ROD"), and Part 150 Study and subsequent updates (collectively, "Part 150 Study"), and the implementation thereof, which may include the following: (1) amendment of development agreements and orders; (2) agreements with the state of Florida and other agencies; (3) land use and zoning amendments; (4) preparation of environmental assessments and environmental impact statements; (5) such permitting as may be required by federal, state, county, or local regulations; and (6) any other Regulatory Approvals as may be required by any governmental authority having jurisdiction over the issuance of permits for the approval and implementation of the Master Plan, the ROD, or the Part 150 Study.

Lessee shall cooperate with Lessor in connection with Lessor's efforts to obtain the Regulatory Approvals. From and after the date of execution of this Lease, Lessee shall (i) support Lessor's efforts to obtain the Regulatory Approvals; and (ii) to execute any documents(s) or instrument(s) reasonably requested by Lessor in order to assist Lessor in obtaining the Regulatory Approvals, provided that Lessee shall not be required to bear any expense in connection therewith and Lessee shall not be deemed an agent of the Lessor.

32. FLORIDA CLEAN INDOOR AIR ACT

Pursuant to Chapter 386, Florida Statutes, and Chapter 18.38, Broward County Administrative Code, Lessee acknowledges that Premises is designated as a "No Smoking" facility. Furthermore, Lessee agrees to prohibit smoking by employees, visitors, agents, and invitees except in posted designated areas as defined by state law.

33. MISCELLANEOUS

A. TIME OF ESSENCE. Time is of the essence in performing the duties, obligations, and responsibilities required by this Lease.

B. INDEPENDENT CONTRACTOR/RELATIONSHIP OF PARTIES. Lessee is an independent contractor under this Lease and the relationship of Lessor and Lessee hereunder is that of Lessor and Lessee only. In providing services under this Lease, neither Lessee nor its agents shall act as

officers, employees, or agents of Lessor. This Lease shall not constitute or make the Parties a partnership or joint venture. Lessee shall not have the right to bind Lessor to any obligation not expressly undertaken by Lessor under this Lease.

C. LESSEE'S WAIVER OF CLAIMS. Lessee hereby waives any claim against Lessor, and its officers, or employees for loss of anticipated profits caused by any suit or proceedings directly or indirectly attacking the validity of this Lease or any part thereof, or by any judgment or award in any suit or proceeding declaring this Lease null, void, or voidable, or delaying the same or any part thereof, from being carried out.

D. AMENDMENTS. No modifications, amendments, or alterations in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Lease and executed by the Lessor and Lessee.

E. MATERIALITY AND WAIVER OF BREACH. Each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Lease, and each is, therefore, a material term hereof. Lessor's failure to enforce any provision of this Lease shall not be deemed a waiver of such provision or modification of this Lease. A waiver of any breach of a provision of this Lease shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Lease.

F. EXECUTION AUTHORITY. The individuals executing this Lease on behalf of Lessee personally warrant that they have full authority to execute this Lease on behalf of Lessee for whom they are acting herein.

G. CAPTIONS, HEADINGS, AND TERMS. The article, section, and paragraph headings in this Lease are inserted only as a matter of convenience and for reference, and in no way, define, limit, or describe the scope or intent of any provision hereof. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Lease as a whole and not to any particular sentence, paragraph, section, or article where they appear, unless the context otherwise requires. Whenever reference is made to an article of this Lease, such reference is to the article as a whole, including all of the sections, subsections, and subparagraphs of such article, unless the reference is made to a particular subsection or subparagraph of such article. Captions and article headings used in this Lease are for the convenience of reference of the Parties and shall not be deemed to define, limit, or in any way affect the meaning of any provisions of this Lease.

H. GENDER. All personal pronouns used in this Lease shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires.

I. INCORPORATION BY REFERENCE. The truth and accuracy of the recitals set forth herein is acknowledged by the Parties. All attached exhibits are incorporated into and made a part of this Lease.

J. SEVERABILITY. In the event any portion of this Lease is found by a court of competent jurisdiction to be unenforceable, that part shall be deemed severed from this Lease and the balance of this Lease shall remain in full force and effect unless Lessor or Lessee elects to terminate this Lease. An election to terminate this Lease based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

K. PRIORITY OF PROVISIONS. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached hereto, referenced, or incorporated herein and any provision in Articles 1 through 33 of this Lease, the provisions contained in Articles 1 through 33 shall prevail and be given effect.

L. SUCCESSORS AND ASSIGNS BOUND. This Lease shall be binding upon and inure to the benefit of the successors and assigns of the Parties hereto where permitted by this Lease.

M. AGENT FOR SERVICE OF PROCESS. If Lessee is not a resident of the state of Florida, and designates the Secretary of State, state of Florida, its agent for the purpose of service of process in any court action between it and Lessor arising out of or based upon this Lease, service shall be made as provided by the laws of the state of Florida for service upon a nonresident who has designated the Secretary of State as his or her agent for service. If for any reason, service of such process is not possible, as an alternative method of service of process, Lessee may be personally served with such process out of this state by certified mailing to Lessee at the address set forth herein. Any such service out of this state shall constitute valid service upon Lessee as of the date of mailing. Lessee is amenable to and hereby agrees to the process so served, submits to the jurisdiction of Florida courts, and waives any and all objections and protest thereto.

N. CUMULATIVE RIGHTS. All rights and remedies of Lessor hereunder or at law or in equity are cumulative and shall be in addition to any other rights and remedies available. The exercise of any right or remedy shall not be taken to exclude or waive the right to the exercise of any other. Failure by Lessor to promptly exercise any of its rights shall not operate to forfeit or be treated as a waiver of any such rights.

O. SPECIFIC PERFORMANCE. In addition to all other remedies, Lessee's obligations contained herein shall be subject to the remedy of specific performance by appropriate action commenced in a court of proper jurisdiction.

P. JOINT PREPARATION. The Parties have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Lease has been their joint effort. The language agreed to expresses the Parties' mutual intent, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

Q. APPLICABLE LAW AND VENUE; WAIVER OF JURY TRIAL. This Lease shall be interpreted and construed in accordance with and governed by the laws of the state of Florida.

The exclusive venue for any lawsuit arising from, related to, or in connection with this Lease shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Lease must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS LEASE, LESSEE AND LESSOR HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS LEASE. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS LEASE AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

R. UNCONTROLLABLE FORCES. Neither Lessor nor Lessee shall be considered to be in default of this Lease if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the nonperforming party could not avoid. The term "Uncontrollable Forces" shall mean any event that results in the prevention or delay of performance by a party of its obligations under this Lease and that is beyond the reasonable control of the nonperforming party. It includes, but is not limited to, fire, earthquakes, hurricanes, tornadoes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions. Any delay caused by an Uncontrollable Force shall not be recognized unless Lessee shall notify Lessor in writing within ten (10) calendar days after the Uncontrollable Force event. Neither economic impracticability nor inability of Lessee to perform in whole or in part for economic reasons shall constitute an Uncontrollable Forces event.

S. NONDISCRIMINATION. Lessee shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Lease. Lessee shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, Lessee shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

Lessee's decisions regarding the delivery of services under this Lease shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Chapter 16½, Broward County Code of Ordinances), national origin, marital status, physical or mental disability, political affiliation, or any other factor, which cannot be lawfully used as a basis for service delivery.

Lessee shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Chapter 16½, Broward County Code of Ordinances) in performing any services pursuant to this Lease.

By execution of this Lease, Lessee represents that it has not been placed on the discriminatory vendor list (as provided in Section 287.134, Florida Statutes). Lessor hereby materially relies on such representation in entering into this Lease. An untrue representation of the foregoing shall entitle Lessor to terminate this Lease in accordance with the provisions of Article 23 herein.

T. PUBLIC ENTITY CRIMES. Lessee represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Lease will not violate that Act. In addition to the foregoing, Lessee further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Lessee has been placed on the convicted vendor list. Notwithstanding any provision in this Lease to the contrary, if any representation stated in this section is false, Lessor shall have the right to immediately terminate this Lease.

U. PRIOR AGREEMENTS. This Lease represents the final and complete understanding of the Parties regarding the subject matter thereof and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Lease that is not contained in this written document.

V. NO THIRD-PARTY BENEFICIARIES. Neither Lessor nor Lessee intends to directly or substantially benefit a third party by this Lease. Therefore, the Parties agree that there are no third-party beneficiaries to this Lease and that no third party shall be entitled to assert a claim against either of them based upon this Lease.

W. RADON. Pursuant to Florida law, Lessor hereby advises Lessee of the following: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of Radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding Radon and Radon testing may be obtained from the Florida Department of Health in Broward County.

X. ANIMALS OR PETS. Lessee shall not allow any animal(s) or pet(s) of any kind to be kept or harbored in or about the Premises without the prior written permission of the Port Department.

Y. COUNTERPARTS AND MULTIPLE ORIGINALS. This Lease may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

[THIS SPACE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Lease: BROWARD COUNTY, signing by and through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 20__, and SIEMENS CORPORATION, acting through its SIEMENS REAL ESTATE DIVISION, signing by and through its officers, duly authorized to execute same.

ATTEST:

Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

Lessor:

BROWARD COUNTY, by and through
its Board of County Commissioners

By _____
Mayor
____ day of _____, 20__

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Port Everglades Department
1850 Eller Drive, Suite 502
Fort Lauderdale, Florida 33316
Telephone: (954) 523-3404
Telecopier: (954) 468-3690

By _____ *RJM 1/23/19*
Russell J. Morrison (Date)
Senior Assistant County Attorney

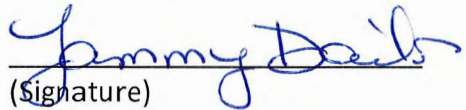
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1/23/19
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**LEASE AGREEMENT BETWEEN BROWARD COUNTY AND SIEMENS CORPORATION, A
DELAWARE CORPORATION ACTING THROUGH ITS SIEMENS REAL ESTATE DIVISION**

WITNESSES:


(Signature)

Donna Hailand
(Print Name)


(Signature)

TAMMY DAILOR
(Print Name)

OR

ATTEST:

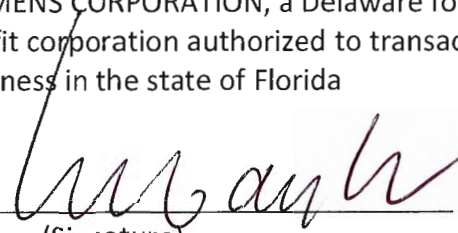
(Corporate Secretary)

(Print Name of Secretary)

(CORPORATE SEAL)

Lessee:

SIEMENS CORPORATION, a Delaware for profit corporation authorized to transact business in the state of Florida

By 
(Signature)

Nico Pubantz
Head of AMU US-Southeast

(Print Name and Title)

21 day of January, 2019

**LEASE AGREEMENT BETWEEN BROWARD COUNTY AND SIEMENS CORPORATION, A
DELAWARE CORPORATION ACTING THROUGH ITS SIEMENS REAL ESTATE DIVISION**

Lessee:

SIEMENS CORPORATION, a Delaware for profit corporation authorized to transact business in the state of Florida

By Heather Long
(Signature)

Heather Long
AMU BA-Southeast

(Print Name and Title)

21 day of January, 2019

WITNESSES:

Donna Hailand
(Signature)

Donna Hailand
(Print Name)

Tammy Dailor
(Signature)

TAMMY DAILOR
(Print Name)

OR

ATTEST:

(Corporate Secretary)

(Print Name of Secretary)

(CORPORATE SEAL)