

LEASE AGREEMENT

between

DELRAY BEACH PUBLIC LIBRARY ASSOCIATION, INC., as Landlord

and

THE BUZZ AGENCY LLC, as Tenant

Property:

100 W. Atlantic Avenue  
Delray Beach, Florida 33444

Dated as of April \_\_, 2022

**BASIC LEASE PROVISIONS  
ENUMERATION OF EXHIBITS**

DATE:	April __, 2022
OCCUPANCY DATE:	May 1, 2022
LANDLORD:	Delray Beach Public Library Association, Inc., a Florida not-for-profit corporation.
ADDRESS OF LANDLORD:	100 W. Atlantic Avenue Delray Beach, FL 33444
TENANT:	The Buzz Agency LLC, a Florida limited liability company
ADDRESS OF TENANT:	104 W. Atlantic Avenue Delray Beach, FL 33444
GUARANTORS	N/A
PREMISES:	104 W. Atlantic Avenue Delray Beach, Florida 33444
SQUARE FOOTAGE:	Approximately 900 square feet
TERM:	Three (3) years (Section 1.2)
OPTIONS TO RENEW:	One Year (Section 1.5)
RENT COMMENCEMENT DATE:	May 1, 2022 (Section 1.3)
RENT:	Annual gross rent of \$43,000.00 plus sales tax during first 24 months with a 3% increase in the annual increase for the third lease year.
SECURITY DEPOSIT:	\$3,000.00 (Section 2.3)
PERMITTED USE:	General Office Use (Section 12)

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## **LEASE AGREEMENT**

THIS LEASE AGREEMENT (this “**Lease**”), dated **April** \_\_, 2022 between the Delray Beach Public Library Association, Inc., a Florida not-for-profit corporation, having an address at 100 W. Atlantic Avenue, Delray Beach, Florida 33444 (“**Landlord**”), and The Buzz Agency LLC, a Florida limited liability company, having an address at 104 W. Atlantic Avenue, Delray Beach, Florida 33444 (“**Tenant**”).

## **WITNESSETH:**

That in consideration of the rents, covenants and conditions herein set forth, Landlord and Tenant covenant, promise and agree as follows:

### Section 1. Premises. Term.

1.1 **Premises.** Landlord hereby demises unto Tenant and Tenant rents from Landlord, for the Lease Term, all those certain premises, consisting in the aggregate of approximately Nine Hundred square feet in the building (the “**Building**”) located at 104 W. Atlantic Avenue, Delray Beach, Florida 33444 (the “**Premises**”). The real property upon which the Building is located shall be referred to as the “**Property**”. Tenant shall have a non-exclusive right and easement to use all public and common facilities serving the Building and the Premises.

1.2 **Lease Term/Lease Year.** The term of this Lease (the “**Lease Term**”) shall commence upon the Rent Commencement Date (as defined in Section 1.3 hereof), and shall terminate upon the date that is Three (3) years from the last day of the month in which said Rent Commencement Date shall occur, unless sooner terminated as provided herein. For purposes herein, the term “**Lease Year**” shall mean, for the first Lease Year, that period of time commencing upon the Rent Commencement Date continuing up through and including **April 30, 2023**. Each Lease Year thereafter shall mean each calendar year.

1.3 **Rent Commencement Date.** The term “**Rent Commencement Date**”, as used in this Lease, shall be **May 1, 2022**.

1.4 **Option to Extend.** Provided that Tenant is not currently in default for any reason under the Lease, Tenant will have the option to renew this Lease for one successive period of one (1) year (the “**Renewal Term**”) upon all of the same terms, provisions and conditions set forth in this Lease, except that the Base Rent during each year of any Renewal Term (including the first year thereof) shall increase by Three Percent (3%). Tenant must exercise this option to renew by delivering written notice to Landlord at least three (3) months prior to the end of the initial Term of this Lease.

1.5 **Parking.** Landlord is not providing any dedicated parking spaces in connection with this Lease.

## Section 2. Rent.

2.1 Rent. Tenant shall pay to Landlord annual gross rent of \$43,000.00 during the first two years of the Lease, payable in equal monthly installments of Three Thousand Seven-Hundred Fifty and 00/100 Dollars (\$3,750.00) inclusive of sales tax, on or before the first day of each month during the first two years of the Lease Term, without notice or demand and without any setoff, offset, abatement or deduction whatsoever (“**Monthly Installment of Rent**”). In the third Lease Year, the annual gross rent and the Monthly Installment of Rent will increase by 3% (the “**Rent**”). Notwithstanding anything in this Lease to the contrary, Rent shall be reduced to \$3,250.00 per month for the first four (4) months of the Lease Term.

The Rent is all-inclusive and Tenant shall not be obligated to pay any insurance or maintenance fees or costs to Landlord in addition to the Rent. However, Tenant will pay all applicable sales tax on the Rent along with other obligations of Tenant as provided in this Lease. Commencing on the Rent Commencement Date and continuing through the last calendar month which falls within the Lease Term (or any Renewal Term), Tenant shall pay Landlord, at the Landlord’s address or such other address as may be designated by Landlord from time to time, the **Monthly Installment of Rent**. In the event the Rent Commencement Date is not the first day of a calendar month, then the Monthly Installment of Rent due for such first month of the Lease Term shall be prorated based upon the number of days in that month in which the Rent Commencement Date falls.

### 2.2 Rent/Payments.

(a) Manner of Payments. The payment of Rent and the payment of any other sums due from Tenant under this Lease shall be made in lawful money, payable to Landlord or such other person and at such place as specified in this Lease or as Landlord shall designate in writing from time to time. Tenant’s obligation to pay Rent is independent of any obligation of Landlord hereunder and shall be paid without abatement, reduction, demand or set-off, except as otherwise specifically provided herein. Tenant’s obligation to pay any Rent due and owing as of the expiration or termination of this Lease shall survive the expiration or termination of this Lease.

(b) Late Payments. If Tenant is delinquent in any installment of Rent for more than five (5) calendar days after the date due, Tenant shall pay to Landlord upon demand a late charge equal to five percent (5%) of such delinquent sum. Such late charge shall be in addition to all of Landlord’s other rights and remedies hereunder or at law and shall be considered Rent. In addition to the late charge described above, any amount not paid by Tenant within ten (10) days after its due date in accordance with the terms of this Lease shall bear interest from the due date until paid in full at the Interest Rate. Notwithstanding the foregoing, in the event Tenant is delinquent in any installment of Rent for more than three (3) times in any given Lease Year, then Tenant shall not have the benefit of the five (5) day grace periods set forth herein and the late charge shall be due and interest shall accrue as of the day immediately following the date such installment of Rent was due.

(c) Interest Rate. The “**Interest Rate**” shall mean the annual rate of interest equal to the lesser of (i) the Prime Rate plus five percent (5%) per annum, or (ii) the maximum legal rate of interest. “**Prime Rate**” means the Prime Rate as published in The Wall

Street Journal from time to time (or the average Prime Rate if more than one is published). If The Wall Street Journal ceases to be published or ceases to publish a prime rate, then Landlord and Tenant shall designate another nationally recognized business publication which publishes such rate or such rates which does, in the reasonable opinion of Landlord represent the “**Prime Rate**” as defined herein.

2.3 Security Deposit and Advanced Rent. Upon execution of this Lease, Tenant will post a security deposit of \$3,000.00 along with Advance Rent in the amount \$7,112.5 (First Month \$3,250.00 and Last Month \$3,862.50).

2.4 Personal Property Taxes. Tenant shall pay or cause to be paid before delinquency, any and all taxes levied or assessed and payable during the Lease Term upon all of Tenant’s leasehold improvements (if any) and Personal Property. “**Personal Property**” means all furniture, trade fixtures, equipment, inventory, merchandise, patents, trademarks, trade names and trade processes used by Tenant in connection with the Premises; all permits, licenses, franchises, certificates and other rights and privileges used in connection with the Premises; all other personal property of any type or nature, tangible or intangible, of Tenant with respect to the Premises, including all of Tenant’s accounts, contract rights and chattel paper; and all insurance proceeds relating to any or all of the foregoing and all accessions and additions to, substitutions for, and replacements products and proceeds of any or all of the foregoing whether owned by Tenant presently or hereafter situated in or about the Premises.

Section 3. Condition of Premises. Tenant accepts Premises in “AS IS” condition in all respects. Landlord makes no representations or warranties of any kind regarding the fitness of the Premises for a particular use, purpose or for Tenant’s intended use. Landlord will deliver the Premises in broom clean condition with all plumbing and electrical systems in working condition, free of any debris or exposed wires, and all doors in good working order. Tenant waives any claim that the Premises was not suitable as of the Occupancy Date.

Section 4. Insurance.

4.1 Tenant’s Insurance. Tenant shall, at its expense, keep in full force and effect the following insurance policies during the Lease Term and any extension thereof:

(a) Property insurance coverage (“**Property Insurance**”) for the following (i) all of Tenant’s Personal Property in, on, at or about the Premises or any other part of the Property; and (ii) all Alterations (defined in Section 6) to the Premises, which Landlord has elected not to insure. Tenant’s Property Insurance must be written on the broadest available “all-risk” (“special form”) policy form or an equivalent form reasonably acceptable to Landlord, include an agreed-amount endorsement for no less than one hundred percent (100%) of the full replacement cost (new without deduction for depreciation) of the covered items and property; be written in amounts of coverage that meet any coinsurance requirements of the policy or policies, and include windstorm, fire and extended coverage, vandalism, malicious mischief, sprinkler leakage and water damage coverage and demolition and debris removal coverage. Landlord must be named as an “insured as its interest may appear” under Tenant’s Property Insurance and, in



addition, Landlord must be named as a loss payee for any and all insurance proceeds relating to any permanent improvements insured by Tenant.

(b) Broad form commercial general liability insurance (“**Liability Insurance**”) written on an “occurrence” policy form, covering bodily injury, property damage, personal injury and advertising injury arising out of or relating, directly or indirectly, to Tenant’s business operations, conduct, assumed liabilities or use or occupancy of the Premises or any other part of the Project. Tenant’s Liability Insurance will also include the broadest available form of contractual liability coverage. It is the intent of Landlord and Tenant that Tenant’s contractual liability coverage will provide coverage to the maximum extent possible of Tenant’s indemnification obligations under this Lease. Tenant will cause Landlord and any lender (if any) of Landlord and any such other parties as Landlord shall from time to time designate as their interests may appear, to be named as “additional insureds” by endorsement reasonably satisfactory in form and substance to Landlord. Tenant’s Liability Insurance policies will be endorsed as needed to provide cross-liability coverage for Tenant, Landlord, Landlord’s managing agent and any lender of Landlord, and will provide for severability of interests. The policies shall also include a waiver of subrogation as described in Section 9.4 hereof. The minimum acceptable limits for Tenant’s Liability Insurance shall be not less than \$2,000,000 combined single limit for personal injury, sickness or death or for damage to or destruction of property for any one occurrence.

(c) Plate glass insurance in an amount equal to the replacement cost of all plate glass located in or on the Premises;

(d) Worker’s compensation and employer’s liability insurance in an amount not less than the maximum statutory limits of recovery;

(e) During the performance of Tenant’s Alterations and any repairs and maintenance, Tenant shall cause Tenant’s contractor performing such work and any subcontractors to maintain comprehensive automobile insurance for all owned, hired, rented and non-owned vehicles, broad form general liability insurance with the following endorsements: explosion, collapse and underground damage liability; completed operations and products liability and independent contractors protective liability, as well as workmen’s compensation insurance and employer’s liability insurance all with limits as requested by Landlord. Tenant agrees to cause each of Tenant’s contractors to name Landlord, Landlord’s lender, and any other parties requested by Landlord, to be named as an additional insured on any general liability insurance.

4.2 Form of Policy. The insurance requirements set forth herein are independent of Tenant’s waiver, indemnification, and other obligations under this Lease and will not be construed or interpreted in any way to restrict, limit or modify Tenant’s waiver, indemnification and other obligations or to in any way limit Tenant’s liability under this Lease. In addition to the requirements set forth herein, the insurance required of Tenant under this Article must be issued by an insurance company with a rating of no less than A:X in the current Best’s Insurance Guide, or A- in the current Standard & Poor Insurance Solvency Review, or that is otherwise reasonably acceptable to Landlord, and admitted to engage in the business of insurance in the State of Florida; be primary insurance for all claims under it and provide that any insurance

carried by Landlord, the Landlord's managing agent or any lender of Landlord is strictly excess, secondary and noncontributing with any insurance carried by Tenant; and provide that insurance may not be canceled, non-renewed or the subject of material change in coverage or available limits of coverage, except upon thirty (30) days' prior written notice to Landlord or any lender of Landlord. Tenant will deliver either a duplicate original or a legally enforceable certificate of insurance on all policies procured by Tenant in compliance with Tenant's obligations under this Lease, together with evidence reasonably satisfactory to Landlord of the payment of the premiums therefore, to Landlord on or before the Rent Commencement Date, at least thirty (30) days before the expiration date of any policy and upon the renewal of any policy. Landlord must give its prior written approval to all deductibles and self-insured retentions under Tenant's policies, which approval shall not be unreasonably withheld.

4.3 Failure to Carry. Without limiting Landlord's remedies set forth in Section 14 hereof, in the event that Tenant shall fail to carry and maintain the insurance coverages set forth in this Section 4, Landlord may, upon ten (10) days prior written notice to Tenant (unless such coverages will lapse within such time period and in which event no such notice shall be necessary) and Tenant's failure to procure the same and deliver reasonably satisfactory evidence thereof to Landlord within said period, procure such policies of insurance and Tenant shall promptly reimburse Landlord the cost thereof with interest thereon at the Interest Rate from the date incurred until the date paid.

4.4 Increase in Premium. If Tenant's business operations, conduct or use of the Premises or any other part of the Project causes an increase in the premium for any insurance policy carried by Landlord, Tenant shall, within ten (10) days after receipt of notice from Landlord, reimburse Landlord for the entire increase.

## Section 5. Repairs and Maintenance.

5.1 Tenant's Obligations. Except as specifically provided in Section 5.2 and Sections 9 and 10, Tenant shall during the Lease Term, at its sole expense, maintain and repair the Premises and preserve the Premises (including hardware, electrical, plumbing and the HVAC system, but excluding, however, any equipment, facilities and fixtures that run through, but do not serve, the Premises) in a good state of repair and in tenantable, safe condition, including without limitation, the repair or replacement of all glass in windows and doors within or surrounding the perimeter of the Premises. Tenant shall employ a suitable contractor approved by Landlord to perform Tenant's obligations for maintenance of the HVAC system, including at least quarterly inspections and cleaning of the system together with such servicing as each inspector shall disclose. Tenant must keep on file and deliver to Landlord if requested by Landlord, a copy of the maintenance contract for the HVAC system units and copies of its quarterly maintenance and inspection reports. Tenant acknowledges that Tenant has inspected the HVAC system serving the Premises and has confirmed that all systems are in good working condition. If, notwithstanding Tenant's compliance with the obligations to maintain and service the HVAC system in accordance with this Section 5.1, the HVAC system needs to be replaced, Landlord will replace the HVAC system at Landlord's sole cost and expense. Tenant agrees to give Landlord prior notice of the necessity for any repairs in or to the Premises and shall not proceed to perform such repairs until Landlord has consented thereto. Tenant may elect to request that Landlord perform or make any

of the aforementioned repairs, replacements or maintenance and charge Tenant therefor. Any repairs, replacements or maintenance which Landlord does not elect to perform on behalf of Tenant shall be performed in a good and worker like manner, using contractors licensed in the State of Florida approved by Landlord in its sole judgment, and materials of equal or better quality and utility to the original work. In any case where Landlord makes such repairs, replacements or alterations on behalf of Tenant, Tenant shall repay the cost thereof to the Landlord within ten (10) days after demand, plus an additional charge of fifteen percent (15%) for coordination, supervision and overhead. In addition, Tenant shall, at its own expense, install and maintain fire extinguishers and other fire protection devices as may be required from time to time by any agency having jurisdiction or the insurance underwriters insuring the Building in which the Premises are located.

5.2 Landlord's Obligations. Landlord shall use reasonable diligence in carrying out its obligations under this Section 5 but shall not be liable under any circumstances for any damages (including consequential damages) to any person or property for any failure to do so. Landlord shall have no obligation to repair until a reasonable time after the receipt by Landlord of written notice of the need for repairs. Tenant waives the provision of any law, or any right Tenant may have under common law, permitting Tenant to make such repairs at Landlord's expense. Tenant shall reimburse Landlord, upon demand, for the entire cost of any repairs or maintenance performed by Landlord to the Premises, the Building or the Project in accordance with the provisions of this Lease if the need for same arose as a result of the negligence or willful misconduct of Tenant or any Tenant Party (as defined in Section 17).

## Section 6. Alterations.

### 6.1 Tenant Alterations.

(a) Landlord's Consent. Tenant shall not make any improvements or alterations in or additions, changes or installations to the Premises (an "**Alteration**") without in each instance first obtaining the prior written consent of Landlord.

(b) Performance. Tenant shall pay the entire cost of any Alteration permitted hereunder and, if requested by Landlord, shall deposit with Landlord, prior to the commencement of the Alteration, security for the payment and completion of the Alteration in form and amount reasonably required by Landlord. Each Alteration shall be performed in a good and worker like manner and with the plans and specifications approved by Landlord.

(c) Removal by Tenant. Each Alteration or other improvement made by Tenant in or upon the Premises (excepting only Tenant's furniture, equipment and trade fixtures), whether temporary or permanent in character, shall become Landlord's property and shall remain upon the Premises at the expiration or termination of this Lease without compensation to Tenant; provided, however, that Landlord shall have the right to require Tenant to remove any Alteration and restore the Premises to the condition existing immediately prior to the Alteration, all at Tenant's sole cost and expense. However, if Tenant commits an Event of Default beyond any applicable cure period, each Alteration or other improvement made by Tenant in or upon the Premises including, without limitation, Tenant's furniture, equipment and trade fixtures, whether

temporary or permanent in character, will become Landlord's property and shall remain upon the Premises at the expiration or termination of this Lease without compensation to Tenant.

## 6.2 Alterations by Landlord.

(a) Landlord may from time to time vertically and horizontally locate, alter, maintain or repair utility lines, air ducts, flues, duct shafts, sprinkler main and valves, plumbing, HVAC and other systems, and/or facilities through or within the Premises as are deemed necessary by Landlord as a result of engineering design or code requirements or where otherwise necessary to service the Premises.

(b) In connection therewith, Landlord and/or its representatives may enter the Premises and other areas of the Building with such materials as Landlord may deem necessary, and may erect scaffolding and all other necessary structures in or about the Premises or the Building. Tenant waives and releases any claim, damage, loss, liability, obligation, demand, defense, judgment, suit, proceeding, disbursement or expense (including reasonable attorneys' fees or expenses) for damage including loss of business resulting therefrom. Landlord shall use reasonable efforts to minimize interference with the conduct of Tenant's business in connection with the performance by Landlord of any work or the provision of any services required or permitted pursuant to the provisions of this Lease, but Landlord shall not be required to use overtime or premium time labor.

(c) Notwithstanding anything in this Lease to the contrary, Landlord, at Landlord's sole cost and expense, will paint the Premises and replace the floor and wall tile. All other improvements will be the responsibility of Tenant and Landlord is not required to expend any funds for improvements of the Premises except as provided herein.

Section 7. Utilities/Other Services. Tenant hereby covenants and agrees to use and pay for the telephone, janitorial and pest control services consumed in and/or serving the Premises during the term of this Lease. All costs for extraordinary, unusual or excessive demand by Tenant for electrical or other utility service and all costs of submetering or monitoring such use shall be borne by Tenant. All water charges and fees for water used or consumed within the Premises and all sewer charges and fees for sewer service for the Premises shall be deemed included in Tenant's Rent. Tenant shall separately arrange with, and pay directly to, the applicable local public authorities or utilities, as the case may be, for the furnishing, installation and maintenance of all telephone services and equipment, as well as the furnishing of janitorial services and pest control services as may be required by Tenant in the use of the Premises. Landlord shall not be liable for any damage resulting from Tenant's inability to receive such service, and any such inability shall not relieve Tenant of any of its obligations under this Lease. Tenant is permitted to access the Landlord's fee WiFi internet service, so long as Landlord agrees to provide the service. In the event that Landlord elects to discontinue WiFi service, Tenant will be responsible for obtaining internet service at Tenant's sole cost and expense.

Section 8. Governmental Regulations. Tenant, at its sole expense, shall comply with all laws, ordinances, orders and regulations of federal, state, county and municipal authorities and with any directive of any public officer pursuant to law which shall impose any violation, order or

duty upon Landlord or Tenant with respect to the Premises or the use or occupation thereof by Tenant. Tenant shall not do or permit to be done any act in, on or about the Premises or store anything therein which (a) will in any way conflict with any law, ordinance, order or regulation now in force or which may hereafter be enacted or promulgated, (b) is not appropriate to the Permitted Use of the Premises as described in Section 12, or (c) will in any way materially increase the existing rate of, or materially adversely affect, or cause a cancellation of, any property or other insurance policies covering the Project or any of its contents.

## Section 9. Damage to Premises

9.1 Destruction of Premises. Subject to the immediately succeeding sentence, if the Premises are totally or partially damaged or destroyed by fire or other casualty through no fault of Tenant (including Tenant's guests, invitees, licensees, or any other person acting by, through, or on behalf of Tenant), Landlord shall restore the damage to the Premises to the same condition as existed on the Rent Commencement Date. If (1) such damage results from a cause not insured or (2) the cost of repair or restoration exceeds the amount of insurance proceeds received by Landlord and available for restoration or (3) the casualty results in damage to the Property which will take in excess of (i) six (6) months from the date of casualty to restore (as reasonably determined by a registered architect engaged by Landlord who will certify to Landlord and Tenant within two (2) months after the event causing the damage the amount of time needed to restore) the Premises to the same condition as existed on the Rent Commencement Date, using standard working methods, at any time during the Lease Term, or (4) the repair, restoration or reconstruction is prohibited by any zoning ordinance, building code or other applicable law or regulation affecting the Premises, or (5) the holder of any mortgage fails to make the proceeds of property insurance policies available to Landlord for such purposes, or (6) Landlord shall decide not to repair the Premises, then Landlord may elect to either so repair or restore or to terminate this Lease upon giving notice of such election in writing to Tenant within one hundred eighty (180) days after the occurrence of the event causing the damage.

9.2 Restoration. If Landlord is required or elects to rebuild as herein provided (but subject to Tenant's right to terminate as set forth in Section 9.3 below), Landlord shall commence the repair, restoration or rebuilding thereof within ninety (90) days after such damage (subject to delays in the adjustment of insurance) and shall substantially complete such restoration, repair or rebuilding of the Premises as promptly as practicable after the commencement thereof, subject to delays caused by events of Force Majeure. Landlord's obligations in connection with such repair and/or restoration work shall be limited to the replacement of the Premises to the condition existing on the Rent Commencement Date, and in no event shall Landlord be obligated to replace, repair or restore any improvements to the Premises or any Alterations thereof installed by or on behalf of Tenant, or any of Tenant's personal property, furniture, fixtures, equipment or the like. In addition, in no event shall Landlord will be required to replace, repair, or restore any improvements installed by Landlord, but which are insured by Tenant, unless and until Landlord receives the property insurance proceeds from Tenant, together with an amount equal to Tenant's deductible of such property insurance, and then only to the extent of the proceeds received by Landlord. Tenant shall, at Tenant's sole cost and expense and in accordance with Section 6 hereof, repair, restore or rebuild in the Premises those improvements which Tenant installed as part of its Alterations, and all furniture, furnishings trade fixtures and equipment using substantially the same

quality of materials and workmanship as originally used. If the fire or other casualty or the repair, restoration or rebuilding required by Landlord shall render the Premises untenantable in whole or in part, the Rent shall proportionately abate from the date when the damage occurred until the date on which the Premises are in the same condition as on the Rent Commencement Date, such proportion to be computed on the basis that the leasable portion of the Premises rendered untenantable and not occupied by Tenant bears to the aggregate leasable area of the Premises. Tenant waives the benefit of any statutes of the State of Florida allocating insurance proceeds or requiring application thereof in specific ways or relieving Tenant of rental obligations and agrees that Tenant will not be relieved of the obligations to pay Rent in case of damage to or destruction of the Building or the Premises, except as provided by this Lease.

9.3 Tenant's Right to Terminate. If the architect determines in accordance with Section 9.1 above that the casualty resulted in damage to the Premises which will take in excess of six (6) months from the date of casualty to restore, then Tenant may elect to terminate this Lease upon giving notice of such election in writing to Landlord within thirty (30) days after Tenant's receipt of the architect's certification.

9.4 Subrogation. In addition to the waivers of subrogation otherwise contained in this Lease, Landlord and Tenant agree to cause the insurance companies issuing their respective property insurance policies to waive any subrogation rights that those companies may have against Tenant or Landlord. It is the intent of the parties that with respect to any loss from a named peril required to be covered by property insurance, the parties will look solely to their insurance companies for recovery. Tenant will deliver notice of this Section to its insurance carriers.

9.5 Miscellaneous. If Landlord or Tenant elect to terminate this Lease by notice as provided above, such termination shall be effective on the date specified in the first notice received by the other party. In such event, Tenant shall be obligated to pay the Rent accrued to the effective date of such termination, which obligation shall survive such termination. Immediately upon receipt, Tenant shall turn over any and all insurance proceeds from Tenant's Property Insurance relating to any permanent improvements in the Premises, such obligation shall survive such termination. Tenant shall give Landlord immediate notice to Landlord of any damage caused to the Premises by fire or other casualty. Unless this Lease is terminated by either party as provided herein, this Lease shall remain in full force and effect. Tenant's obligation to deliver the property insurance proceeds to Landlord, as Landlord's interest may appear, shall survive the expiration or termination of this Lease.

## Section 10. Eminent Domain.

10.1 Total Condemnation. If the entire Project or a substantial part thereof, or any part thereof which includes all or a substantial part of the Premises, shall be taken or condemned for a public or quasi-public use or purpose by a competent authority, or if such a portion of the Premises shall be so taken that as a result thereof, the balance cannot be used for the same purpose and with substantially the same utility to Tenant as immediately prior to such taking (individually and collectively, a "**Substantial Taking**"), then in either of such events, Landlord and Tenant shall have the right to terminate this Lease by giving written notice to the other party within thirty (30) days of the effectiveness of such taking. In such event, the Lease Term shall

terminate upon the earlier of delivery of possession to the condemning authority or the effective date of the taking and Tenant shall pay the Rent accruing to the date of termination.

10.2 Partial Condemnation. Subject to Section 10.1 above, if a taking or condemnation occurs that is not a Substantial Taking, neither party shall have the right to terminate this Lease. Upon such condemnation, Landlord shall repair and restore Building as nearly as practicable to the condition as existed on the Rent Commencement Date, except that Landlord shall not hereby be required to expend for repair and restoration any sum in excess of an amount equal to the Award (defined below). Tenant shall, at its cost and expense and in accordance with Section 6, repair and restore in the Premises those improvements which Tenant installed as a part of its Alterations, using substantially the same quality of materials and workmanship as originally used. Any portion of the Award which has not been expended by Landlord for such repairing or restoration shall be retained by Landlord as Landlord's sole property. If the taking or condemnation or the repair, restoration or rebuilding required by Landlord shall render the Premises untenable in whole or in part, the Rent shall proportionately abate from the date when possession of the Premises is given to the condemning authority until the date on which the Premises are, as nearly as practicable, in the condition as existed on the Rent Commencement Date. The proportionate abatement shall be computed on the basis that the leasable portion of the Premises rendered untenable and not occupied by Tenant bears to the aggregate leasable area of the Premises.

10.3 Award. Any award, compensation or damages (the "**Award**") for a partial or total taking shall be paid to and be the sole property of Landlord whether the Award shall be made as compensation for diminution of the value of the leasehold estate or the fee of the Building, the Project, the Property or otherwise, and Tenant hereby assigns to Landlord all of Tenant's right, title and interest in and to any and all of the Award; provided that, Tenant shall have the right, to the extent the Award is not diminished, to make a separate claim against the condemning authority (but not Landlord) for such compensation as may be separately awarded or recoverable by Tenant for moving if a separate award for such item is made to Tenant.

## Section 11. Assignment and Subletting.

11.1 Definition of Transfer. Tenant may not assign or sublease ("**Transfer**") the Premises without the prior written consent of Landlord, which may be withheld in Landlord's sole discretion.

11.2 Tenant to Remain Obligated. Any Transfer shall not operate to relieve Tenant from any covenant, liability or obligation hereunder (whether past, present or future), including, without limitation, the obligation to pay Rent.

11.3 Tenant's Notice. Tenant shall, by notice in writing, advise Landlord of its intention to, on and after a stated date, Transfer this Lease or any part or all of the Premises for the balance or any part of the Lease Term. Tenant's notice shall request Landlord's consent to such transaction and shall include the name and address of the proposed assignee or subtenant, a copy of the proposed assignment or sublease, and sufficient information as Landlord reasonably deems necessary to permit the Landlord to determine the appropriateness of the proposed assignee or

subtenant. Tenant hereby agrees to pay Landlord an administrative fee of \$1,000.00 in connection with the review of any proposed Transfer.

11.4 Excess Rent. If Tenant, having first obtained Landlord's consent to any Transfer, or if Tenant or a trustee in bankruptcy for Tenant pursuant to the United States Bankruptcy Code, shall assign this Lease or sublet the Premises, or any part thereof, at a rental or for other consideration in excess of the aggregate of the Rent due and payable by Tenant under this Lease (allocated on a per square foot basis in the event of a sublease of less than all of the Premises), then Landlord shall be entitled to retain such excess.

11.5 Event of Default. Any Transfer without Landlord's prior written consent shall be of no effect and shall, at the option of Landlord, constitute an Event of Default under this Lease.

Section 12. Use and Operation of the Building. From and after the Rent Commencement Date and throughout the Lease Term, Tenant may use the Premises for the Permitted Use, subject to the limitations set forth in this Section. Tenant covenants that it shall not do any of the following: (a) Use or operate any machinery or permit the emission of any noises or noxious odors from the Premises that are harmful to person or property, or otherwise take any act or permit or suffer any occurrence or the continuation of any condition that disturbs or interferes with the normal use of the Property by other tenants or their invitees; (b) do, or suffer to be done, anything at the Premises or the Property that causes the fire insurance or any other insurance now in force or hereafter to be placed on the Premises or the Property to become void or suspended, or be rated as a more hazardous risk than at the Rent Commencement Date. In the case of a breach of this covenant, in addition to all other remedies of Landlord hereunder, Tenant shall pay to Landlord as Additional Rent any increase of premiums on insurance carried by Landlord on the Project caused in any way by the occupancy of Tenant; (c) Commit, or suffer to be committed, any waste upon the Premises or common areas; and (d) Tenant shall neither use nor occupy the Premises or any part thereof for any unlawful, disreputable, or ultra-hazardous purpose, nor operate or conduct its practice or business in a manner constituting a nuisance of any kind in the reasonable judgment of Landlord and Tenant shall, immediately on discovery or notice of any unlawful, disreputable, or ultra-hazardous use, take action to halt such activity.

Section 13. Signs. Tenant will not place or permit to be placed or maintained on any exterior door, wall or window of the Premises, or within the interior of the Premises if visible from the exterior of the Premises, any signage or advertising matter of any kind, without first obtaining Landlord's written approval and consent, which may be withheld in Landlord's reasonable discretion. Tenant shall pay all costs of fabrication, installation and maintenance of Tenant's signage, as approved by Landlord. In addition, no additional exterior signage shall be placed by Tenant on the Property or the Premises without the Landlord's prior written consent, which may be withheld in Landlord's reasonable discretion. Any signage placed in the interior of the Premises and that is visible from outside the Premises is subject to Landlord's prior written approval. Further, all signage must be submitted for appropriate review and approval by the City of Delray Beach and all other applicable government entities having authority and or control over signage, if any. Landlord will request approval from the City of Delray Beach to add Tenant's name and logo to the exterior awnings outside the Property. Approval of signage designs by Landlord does



not guarantee approval by the applicable government authority and no installation of signage can occur without required governmental approval.

#### Section 14. Defaults and Remedies.

14.1 Events of Default. Each of the following shall constitute an event of default (an “**Event of Default**”) hereunder:

(a) if Tenant fails to pay Rent on the date due and such failure continues for a period of three (3) days after the date due; or

(b) if Tenant fails to maintain the insurance required to be maintained by Tenant hereunder; or

(c) if Tenant abandons or vacates all or a material portion of the Premises; or

(d) if Tenant shall fail to comply with the terms of Section 12 hereof; or

(e) One of the following credit defaults occurs:

(i) Tenant shall become insolvent within the meaning of the United States Bankruptcy Code (herein “**Code**”), or shall have ceased to pay its debts in the ordinary course of business, or shall be unable to pay its debts as they become due or make a general assignment for the benefit of creditors; or

(ii) Tenant shall file a petition, case or proceeding under any section or chapter of the Code, or under any similar law or statute of the United States or the State of Florida relating to bankruptcy, insolvency, reorganization, winding up or composition or adjustment of debts; or

(iii) Tenant shall be adjudicated as a bankrupt or insolvent or consent to, or file an answer admitting or failing reasonably to contest the material allegations of, a petition filed against it in any such case or proceeding in the preceding clause (ii); or

(iv) Tenant shall seek to or consent to or acquiesce in the appointment of any receiver, trustee, liquidator or other custodian of Tenant or any material part of its or their properties, whether or not the same shall relate to their interests in this Lease; or

(v) if, within thirty (30) days after the filing of an involuntary petition in bankruptcy against Tenant or the commencement of any case or proceeding against Tenant seeking any reorganization, composition, arrangement, liquidation, dissolution, readjustment or similar relief under any law, such proceeding shall not have been dismissed; or if, within thirty (30) days after the appointment, without consent or acquiescence of Tenant, of any receiver, trustee, liquidator or other custodian of Tenant, of all or any substantial part of the properties of Tenant, or of all or any part of the Premises, such appointment shall not have been vacated or stayed on appeal or otherwise; or if, within thirty (30) days after the expiration of any

such stay, such appointment shall not have been vacated; or if, within thirty (30) days after the taking of possession without the consent or acquiescence of Tenant, by any governmental office or agency pursuant to statutory authority for the dissolution or liquidation of Tenant, such taking shall not have been vacated or stayed on appeal or otherwise; or

(vi) any third party obtains a levy or attachment under process of law against Tenant's leasehold interest; or

(f) If Tenant shall be in default under any other provision of this Lease (other than those specified above) and shall remain so for a period of thirty (30) days after Landlord has provided written notice to Tenant of such default, provided that if any such default cannot reasonably be remedied by Tenant within thirty (30) days after written notice of default, then Tenant shall have such additional time as shall be reasonably necessary to remedy such default (but in no event longer than ninety (90) days), provided that during such time Tenant is continuously and diligently pursuing the remedy necessary to cure such default.

14.2 Landlord's Remedies. Upon the occurrence of any Event of Default, Landlord shall have the option to pursue any one or more of the following remedies without notice or demand whatsoever, in addition to, or in lieu of, any and all remedies available to Landlord under the laws of the State of Florida:

(a) Landlord may give Tenant notice of its election to terminate this Lease, effective on the date specified in the notice, whereupon Tenant's right to possession of the Premises shall cease and this Lease, except as to Tenant's liability determined in accordance with this Section 14.2(a), shall be terminated. Tenant shall remain liable to Landlord for damages in an amount equal to the Rent due or payable under this Lease as of the date of termination of this Lease plus Rent which would have been due and payable by Tenant hereunder for the balance of the Lease Term had this Lease not been terminated (herein "Aggregate Gross Rent"), less the net proceeds, if any, received as a result of any reletting of the Premises by Landlord subsequent to such termination, after deducting all expenses, including all repossession costs, brokerage commissions, attorneys' fees and disbursements, expenses of employees, alteration and repair costs, incurred by Landlord in connection with the reletting of the Premises by Landlord on behalf of Tenant (herein "**Reletting Costs**"). Landlord shall be entitled to collect Rent and all other damages from Tenant monthly on the days on which such Rent would have been payable hereunder if this Lease had not been terminated. Alternatively, at the option of Landlord, Landlord shall be entitled to recover as liquidated damages and not as a penalty, the then value of the Aggregate Gross Rent and Reletting Costs less the aggregate rental value of the Premises for what otherwise would have been the unexpired balance of the Lease Term. If Landlord shall relet the Premises for the period which otherwise would have constituted the unexpired portion of the Lease Term (or any part thereof), the amount of Rent and other sums payable by the tenant thereunder shall be deemed prima facie to be the rental value for the Premises (or the portion thereof so relet) for the term of such reletting. Tenant shall in no event be entitled to any rents collected or payable in respect of any reletting, whether or not such rents shall exceed the Rent reserved in this Lease.

(b) Landlord and its agents may immediately re-enter and take possession of the Premises, or any part thereof, by any lawful means and remove Tenant and those

claiming by, through or under Tenant and Landlord may elect to relet the Premises and receive the rent therefrom; provided, however, Tenant shall not be entitled to receive any such rent and shall remain liable for the equivalent of the amount of all Rent reserved herein less the avails of reletting, if any, after deducting therefrom the Reletting Costs. Any and all monthly deficiencies so payable by Tenant pursuant to this clause shall be paid monthly on the date herein provided for the payment of Rent. In addition, Landlord may, by any lawful means, take possession of any and all property of Tenant situated in or about the Premises and may sell all or any part thereof at public or private sale in accordance with Section 18.2. The proceeds of any such sale shall be applied in the manner designated by Landlord in its sole discretion.

(c) Landlord may at its option, but shall not in any event be obligated, perform any obligation of Tenant under this Lease and, if Landlord so elects, all costs and expenses reasonably incurred by Landlord in performing such obligations, together with interest thereon at the Interest Rate from the date incurred until paid in full, shall be reimbursed by Tenant to Landlord on demand and shall be considered Rent for purposes of this Lease.

14.3 Remedies Cumulative. Any and all remedies set forth in this Lease: (i) shall be in addition to any and all other remedies Landlord may have at law or in equity, (ii) shall be cumulative, and (iii) may be pursued successively or concurrently as Landlord may elect. The exercise of any remedy by Landlord shall not be deemed an election of remedies or preclude Landlord from exercising any other remedies in the future. This Lease shall continue in effect for so long as Landlord does not terminate Tenant's right to possession, and Landlord may enforce all its rights and remedies under this Lease, including the right to recover the Rent as the same become due under this Lease. Acts of maintenance or preservation or efforts to relet the Premises or the appointment of a receiver upon the initiative of Landlord to protect Landlord's interest under this Lease shall not constitute a termination of Tenant's rights to possession unless Landlord shall have specifically elected to terminate this Lease as provided in this Section 14.3. No payments of money by Tenant to Landlord after the expiration or other termination of this Lease after the giving of any notice by Landlord to Tenant shall reinstate or extend the Lease Term, or make ineffective any notice given to Tenant prior to the payment of such money.

14.4 Waiver. Tenant hereby absolutely, unconditionally and irrevocably waives the following:

(a) Any right Tenant may have to interpose or assert any claim, damage, loss, liability, obligation, demand, defense, judgment, suit, proceeding, disbursement or expense (including reasonable attorneys' fees or expenses) or counterclaim in any action or proceeding brought by Landlord under this Lease to recover possession of the Premises. If Tenant violates this Section, Landlord and Tenant stipulate that any such claim, damage, loss, liability, obligation, demand, defense, judgment, suit, proceeding, disbursement or expense (including reasonable attorneys' fees or expenses) or counterclaim shall be severed and tried separately from the action or proceeding brought by Landlord to recover possession of the premises pursuant to Florida Rules of Civil Procedure 1.270(b) or other applicable law. The eviction proceeding shall proceed pursuant to the summary procedures set forth in Section 51.011, Florida Statutes. This Section shall in no way impair the right of Tenant to commence a separate action against Landlord for any violation by Landlord of the provisions of this Lease or to which Tenant has not waived any claim,

damage, loss, liability, obligation, demand, defense, judgment, suit, proceeding, disbursement or expense (including reasonable attorneys' fees or expenses) pursuant to the provisions of this Lease so long as notice is first given to Landlord and any lender of Landlord, and a reasonable opportunity is granted to Landlord and such lender to correct such violation. In no event shall Landlord or any lender of Landlord be responsible for any consequential damages incurred by Tenant, including lost profits or interruption of business, as a result of any default by Landlord. Tenant shall in all events comply with the provisions of Section 83.232, Florida Statutes with respect to any action or proceeding brought by Landlord under this Lease.

(b) Any and all rights of redemption of the Premises or any goods therein granted by or under any present or future laws in the event Tenant is evicted or dispossessed of the same in accordance with this Lease or Landlord obtains possession of the same in accordance with the Lease.

(c) The benefit of all laws now or hereafter in effect, exempting any goods on the Premises owned by Tenant from distraint, levy or sale in any legal proceedings taken by Landlord in accordance with applicable laws to enforce any rights or remedies under this Lease.

(d) The benefit of all laws existing now or hereafter in effect regarding any limitation as to the goods upon which, or the time within which, distress is to be made after removal of goods of Tenant from the Premises, and Tenant further relieves Landlord of the obligation of proving or identifying the goods distrained, it being the purpose and intent of this provision that all goods of Tenant upon the Premises shall be liable to distress for Rent at any time after Tenant's default beyond the applicable cure period under this Lease.

(e) All rights relating to the landlord/tenant relationship under any law, ordinance or statute, to the extent that such law, ordinance or statute might limit the time period respecting Landlord's right to cause the distrained goods to be sold. Tenant hereby specifically and knowingly authorizes Landlord to sell any goods distrained for Rent at a public auction sale to be held at any time at least thirty (30) days after that distraint without appraisal and condemnation of the goods, but upon twenty (20) days' notice to Tenant of the date, place and terms of sale, including Landlord's right to purchase all or any of the property.

(f) The requirement under Section 83.12, Florida Statutes that Landlord in the distress for Rent action file a bond payable to Tenant in at least double the sum demanded by Landlord. In the case of the distress for Rent action under this Lease, no bond whatsoever will be required of Landlord.

Section 15. Covenant of Title and Quiet Enjoyment. Landlord covenants that it has full right and power to execute and perform this Lease and to grant the estate demised herein and that Tenant, on payment of the Rent and performance of the covenants and agreements hereof, shall peaceably and quietly have, hold and enjoy the Premises and all rights, easements, appurtenances

and privileges belonging or in any way appertaining thereto during the Lease Term without molestation or hindrance of any person claiming through the Landlord. Subordination.

16.1 Subordination. This Lease shall be subordinate to any present or future ground lease or mortgage or operation and easement agreement respecting the Project, and any amendments to such ground lease, mortgage, or operation and easement agreement at the election of the ground lessor, mortgagee parties to any such operation and easement agreement as the case may be. Such subordination shall automatically be effective upon written notice by such ground lessor or mortgagee to Tenant. Notwithstanding such automatic subordination, Tenant shall within ten (10) days of request by Landlord or ground lessor or mortgagee, execute and deliver to the requesting party any documents reasonably requested to evidence the subordination. In connection with any such subordination, the ground lessor or mortgagee, shall recognize the validity of this Lease and the ground lessor or mortgagee agrees that, notwithstanding any default by the Landlord with respect to said ground lease or mortgage or any termination or foreclosure thereof, Tenant's possession and right of use under this Lease in and to the Premises shall not be disturbed by such ground lessor or mortgagee unless and until an Event of Default shall have occurred hereunder.

16.2 Attornment. If any ground lease is terminated or mortgage foreclosed or deed in lieu of foreclosure given and the ground lessor, mortgagee, or purchaser at a foreclosure sale shall thereby become the owner of the Project or the Building, Tenant shall attorn to such ground lessor or mortgagee or purchaser without any deduction or set off by Tenant, and this Lease shall continue in effect as a direct lease between Tenant and such ground lessor, mortgagee or purchaser. The ground lessor or mortgagee or purchaser shall be liable as Landlord only during the time such ground lessor or mortgagee or purchaser is the owner of the Building. At the request of Landlord, ground lessor, mortgagee or purchaser, Tenant shall, within ten (10) days of such request, execute and deliver to the requesting party any document reasonably requested to evidence Tenant's agreement to attorn.

16.3 Security Deposit. Any ground lessor, mortgagee or purchaser shall be responsible for the return of any Security Deposit by Tenant only to the extent the Security Deposit is received by such ground lessor, mortgagee or purchaser.

16.4 Definitions. As used in this Section 16, "mortgage" shall include "trust deed" and "mortgagee" shall include "trustee", "mortgagee" shall include the mortgagee of any ground lessee, and "ground lessor", "mortgagee", and "purchaser at a foreclosure sale" shall include, in each case, all of its successors and assigns, however remote.

## Section 17. Indemnification.

17.1 Tenant's Indemnity. Tenant shall indemnify and save Landlord and any lender of Landlord and their respective agents, contractors, subcontractors, employees, successors and assigns harmless from and against all penalties, claims, costs, demands, damages, losses, expenses (including reasonable attorney's fees), suits or liabilities of whatsoever nature brought by third parties and that arise from Tenant's or its subtenant's, assignee's, agent's, licensee's, contractor's, subcontractor's, concessionaire's, employee's or invitee's (herein, the Tenant and such other parties are collectively referred to as the "**Tenant Parties**") use and occupancy of the

Premises and the Project or from any other activity, work or thing done, permitted or suffered by Tenant or the Tenant Parties in or about the Premises and the Project including, without limitation, the following:

(i) The failure to surrender possession upon the expiration date or sooner termination of the Lease Term.

(ii) Any Personal Injury, Bodily Injury or Property Damage whatsoever occurring in or at the Premises.

(iii) Any Bodily Injury to an employee of Tenant or any Tenant Party arising out of and in the course of employment with the employee and occurring anywhere in the Project.

(iv) Subject to the waiver of subrogation provisions of this lease, any act, error, omission or negligence of Tenant or any of the Tenant Parties in, on or about the Premises or the Project.

(v) Any alterations, activities, work or things done, omitted, permitted or allowed by Tenant Parties in, at or about the Premises or Project, including the violation of or failure to comply with, or the alleged violation of or alleged failure to comply with, Environmental Requirements, ADA or any other applicable laws, statutes, ordinances, standards, rules, regulations, orders, or judgments in existence on the date of the Lease or enacted, promulgated or issued after the date of this Lease.

(vi) Any breach or default by Tenant in the full and prompt payment of any amount due under this Lease, any breach, violation or nonperformance of any term, condition, covenant or other obligation of Tenant under this Lease that continues beyond any applicable cure or grace period set forth herein, or any misrepresentation made by Tenant of Tenant's obligations in connection with this Lease.

(vii) Any liens or encumbrances arising out of any work performed or materials furnished by or for Tenant.

(viii) Any matter enumerated in Section 17.2.

Upon notice from Landlord, Tenant shall defend any such claim, at Tenant's sole expense, by counsel satisfactory to Landlord. If any such proceeding is filed by a third party against Landlord or any such indemnified party, Tenant agrees to defend Landlord or such party in such proceeding at Tenant's sole cost by legal counsel reasonably satisfactory to Landlord and such indemnified party, if requested by Landlord. In no event shall Tenant be obligated to indemnify Landlord or any of the other parties identified above for any willful or grossly negligent act or omission of Landlord or such other party.

17.2 Waivers. To the fullest extent permitted by law, Tenant, on behalf of all Tenant Parties, waives all claim, damage, loss, liability, obligation, demand, defense, judgment, suit, proceeding, disbursement or expense (including reasonable attorneys' fees or expenses)

against Landlord and any such indemnified party arising from the following: (i) any Personal Injury, Bodily Injury, or Property Damage occurring in or at the Premises, except if caused by or due to the gross negligence or willful or criminal misconduct of Landlord; (ii) any loss of or damage to property of a Tenant Party located in the Premises, the Building or other part of the Project by theft or otherwise; (iii) any Personal Injury, Bodily Injury, or Property Damage to any Tenant Party caused by other lessees of the Project, parties not occupying space in the Project, occupants of the property adjacent to the Project, the public or any other unauthorized persons or by the construction of any private, public, or quasi-public work occurring either in the Premises, the Building or elsewhere in the Project; (iv) any interruption or stoppage of any utility service or for any damages to persons or property resulting from such stoppage; (v) business interruption or loss of use of the Premises, any portion of the Building or Project suffered by Tenant; (vi) any latent defect in construction of the Building, except as provided in Section 3.1; (vii) damages or injuries or interference with Tenant's business, loss of occupancy or quiet enjoyment and any other loss resulting from the exercise by Landlord or any right or the performance by Landlord of Landlord's maintenance or other obligations under this Lease, or (viii) any Bodily Injury to an employee of a Tenant Party arising out of and in the course of employment of the employee and occurring anywhere in the Project. For purpose of this Section 17, the terms "Bodily Injury", "Personal Injury" and "Property Damage" will have the same meanings as in the form of commercial general insurance policy issued by Insurance Services Office, Inc. most recently prior to the date of the injury or loss in question. The provisions of this Section shall survive the expiration or termination of this Lease.

Section 18. Surrender. Upon the expiration or earlier termination of this Lease, Tenant shall peaceably leave and surrender the Premises to Landlord broom clean and otherwise in the condition in which the Premises are required to be maintained by the terms of this Lease, reasonable wear and tear excepted. Tenant shall surrender all keys for the Premises to Landlord at the place then fixed for the payment of Rent and shall inform Landlord of the combinations to all locks, safes and vaults in the Premises. Subject to Landlord's security interest provided in Section 18.2, below, Tenant shall, at its expense, remove from the Premises on or prior to expiration or earlier termination of this Lease all of Tenant's furnishings, trade fixtures and equipment situated thereon (including all exterior and interior signs). Unless specifically requested by Landlord, Tenant shall not remove any of Tenant's Alterations or any equipment, conduits and fixtures providing water, plumbing, electrical, heating, ventilation, air conditioning, lighting, life safety, sprinkler and sewer service to the Premises, regardless of whether the same were installed by Tenant or Landlord, all of which, together with any other furnishings, trade fixtures and equipment not removed by Tenant as provided above, shall become the property of Landlord upon the expiration or earlier termination of this Lease and shall be conclusively presumed to have been conveyed to Landlord under this Lease via a bill of sale without further payment or credit by Landlord to Tenant. In addition, Tenant shall, at its expense, on or prior to such expiration or earlier termination of this Lease, repair any damage caused by such removal. Any property not so removed that Landlord requires to be removed, may be removed by Landlord and stored and disposed of by the Landlord and the cost of such removal, storage and disposition as well as the cost of repairing any damaged caused by such removal, shall be borne by Tenant. Tenant's obligation under this paragraph shall survive the expiration or earlier termination of this Lease.

## Section 19. Hazardous Materials.

19.1 Tenant Covenants. Tenant covenants that it will, and will cause the Tenant Parties to (i) not use, generate, manufacture, refine, produce, process, store or dispose of, on, under or about the Premises or the Project, or transport to or from the Premises or the Project in the future for the purpose of generating, manufacturing, refining, producing, storing, handling, transferring, processing or transporting Hazardous Materials as hereinafter defined, except in accordance with all Environmental Requirements (as hereinafter defined) and (ii) clean or remediate in accordance with all Environmental Requirements any Hazardous Materials which may contaminate, or emanate from, any part of the Property, the Premises or the soils, ground water or aquifer under the Property as a result of Tenant's or the Tenant Parties' use or occupancy of the Premises.

19.2 Indemnity. Without limiting the indemnification contained in Section 17 above, Tenant shall indemnify, defend (with counsel approved by Landlord) and hold Landlord and any lender of Landlord and their respective agents, contractors, subcontractors, employees, successors and assigns, harmless from and against any loss, liability, claim, penalty, demand, damage, suit, liability or expense, including, without limitation, cleanup, engineering and attorneys' fees and expenses that Landlord or such indemnified parties may incur by reason of (1) a violation of the covenants set forth in Section 19.1 above, (2) Tenant's or the Tenant Parties' use, maintenance, generation, storage, treatment or disposal of any Hazardous Materials in, on or under the Project or the Premises, (3) the violation of any applicable Environmental Requirement by Tenant or the Tenant Parties and relating to the Premises or Tenant's or the Tenant Parties' use, occupancy or operation thereof, (4) any claim, demand or cause of action, whether meritorious or not, brought or asserted against Landlord or such indemnified parties, regardless of when brought, which directly or indirectly relates to or arises out of any of the matters indemnified in this Section 19 or (5) any investigation or claim of any governmental agency or third party for any actions taken by Tenant or the Tenant Parties on or about the Premises. Tenant's indemnity obligations under this Section 19 shall survive the cancellation or termination of this Lease.

### 19.3 Definitions.

(a) **"Environmental Requirements"** collectively shall mean and include all present and future laws and any amendments (whether common law or federal, state or local statute, law, ordinance, code, policy, rule, order, regulation or otherwise and any judicial or administrative interpretation thereof, including any judicial or administrative order, consent decree or judgment, relating to the environment, health, safety or any Hazardous Materials), permits, and other requirements or guidelines of governmental authorities applicable to the Premises and relating to the environment and environmental conditions or to any Hazardous Materials (including the Comprehensive Environmental Response Compensation, and Liability Act of 1980, 42 U.S.C. §§ 9601 et seq., the Federal Resource Conservation and Recovery Act of 1976, 42 U.S.C. §§ 6901 et seq., the Hazardous Materials Transportation Act, 49 U.S.C. §§ 1801 et seq., the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251 et seq., the Clean Air Act, 33 U.S.C. §§ 7401 et seq., the Clean Air Act, 42 U.S.C. §§ 7401 et seq., the Toxic Substances Control Act, 15 U.S.C. §§ 2601-2629, the Safe Drinking Water Act, 42 U.S.C. §§ 300f-300j, the Emergency Planning and Community Right-To-Know Act, 42 U.S.C. §§ 1101 et seq., and any so called "Super Fund" or "Super Lien" law, environmental laws administered by the Environmental Protection Agency, any



similar state and local laws and regulations, all amendments thereto and all regulations, orders, decisions, and decrees now or hereafter promulgated thereunder).

(b) “**Hazardous Materials**” means, at any time, (i) asbestos and any asbestos containing material, (ii) any substance that is then defined or listed in, or otherwise classified pursuant to, any Environmental Requirements or any applicable laws or regulations as a “hazardous substance”, “hazardous material”, “hazardous waste”, “infectious waste”, “toxic substance”, “toxic pollutant” or any other formulation intended to define, list, or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity, toxicity, reproductive toxicity, or “EP toxicity”, or (iii) any petroleum and drilling fluids, produced waters, and other wastes associated with the exploration, development or production of crude oil, natural gas, or geothermal resources or (iv) petroleum products, polychlorinated biphenyls, urea formaldehyde, radon gas, radioactive matter and medical waste.

Section 20. Bankruptcy. Landlord and Tenant understand that, notwithstanding certain provisions to the contrary contained herein, a trustee or debtor in possession under the Code may have certain rights to assume or assign this Lease. Landlord and Tenant further understand that, in any event, Landlord is entitled under the Code to adequate assurances of future performance of the provisions of this Lease. The parties agree that, with respect to any such assumption or assignment, the term “adequate assurance” shall include at least the following:

(a) In order to assure Landlord that the proposed assignee will have the resources with which to pay all Rent payable pursuant to the provisions of this Lease, any proposed assignee must have, as demonstrated to Landlord’s satisfaction, a net worth (as defined in accordance with generally accepted accounting principles consistently applied) of not less than the net worth of Tenant on the date this Lease became effective. It is understood and agreed that the financial condition and resources of Tenant were a material inducement to Landlord in entering into this Lease.

(b) Any proposed assignee’s business does not violate the Permitted Use, and such proposed assignee shall continue to engage in the Permitted Use. It is understood and agreed that Landlord’s asset will be substantially impaired if the trustee in bankruptcy or any assignee of this Lease makes any use of the Premises other than the Permitted Use.

(c) Any proposed assignee of this Lease must assume and agree to be personally bound by the provisions of this Lease.

(d) The assumption of the Lease by the proposed assignee will not cause Landlord to be in violation of any other lease, financing agreement or operating agreement relating to the Project.

Section 21. Holding Over. If Tenant remains in occupancy of the Premises after the expiration of the Lease Term, it shall so remain as a tenant from month-to-month and all provisions of this Lease applicable to such tenancy shall remain in full force and effect with the exception that Rent and Additional Rent shall be increased to 150% of the Rent and Additional Rent in effect at the expiration of the Lease Term and Tenant shall be liable for any and all damages incurred by

Landlord as a result of such holding over.

Section 22. Notices. Notices required under this Lease shall be in writing and deemed to be properly served if personally delivered, sent by certified or registered mail (return receipt requested), postage prepaid, or by overnight courier service which delivers only upon the signed receipt of the addressee. The date of notice shall be the date of receipt of the notice or the date of refusal of receipt of the notice by the addressee or its agent or the date of attempted delivery if the notice was unable to be delivered to the address indicated by either party. Each party shall be entitled to rely on all communications which purport to be on behalf of the other party and purport to be signed by an authorized party. Neither party may designate an address for delivery of notice unless same shall include a street address, suite number (if applicable), city, state and zip code. Notices shall be addressed as follows:

If to Landlord, to:

Delray Beach Public Library Association, Inc.  
Attn: Executive Director  
100 W. Atlantic Avenue  
Delray Beach, FL 33444

If to Tenant, to:

The Buzz Agency LLC  
Attn: \_\_\_\_\_  
100 W. Atlantic Avenue  
Delray Beach, FL 33444

or at such other address, as from time to time, supplied to the others by like notice. Notices given hereunder by any party may be given by counsel for such party. The foregoing notice provisions shall in no way prohibit notice from being given as provided in the rules of civil procedure of the State of Florida, as the same may be amended from time to time and any notice so given shall constitute notice herein.

Section 23. Captions. Captions of this Lease are solely for convenience of reference and shall not in any way limit or amplify the terms and provisions hereof.

Section 24. Waiver. The failure of Landlord to exercise its rights in connection with this Lease or any breach or violation of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. Tenant acknowledges that the foregoing provision modifies the common law rules of waiver and estoppel. The subsequent acceptance of Rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease other than the failure of Tenant to pay the particular amount of Rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such monies. No remedy or election given to Landlord under this Lease shall be deemed exclusive, but each shall, wherever possible, be cumulative with all other remedies at law or in equity as otherwise specifically provided herein.

Section 25. Modifications to Lease. If, in connection with Landlord's obtaining financing for the Project, the proposed lender shall request reasonable modification of this Lease

as a condition of such financing, Tenant shall not unreasonably withhold or delay its agreement to such modifications so long as such modifications do not materially increase the obligations or materially and adversely affect the rights of Tenant under this Lease.

Section 26. Accord and Satisfaction. No payment by Tenant or receipt by Landlord of a lesser amount than the Rent stipulated herein shall be deemed to be other than on account of the earliest stipulated Rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment of rent be deemed an accord and satisfaction. The Landlord shall accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or to pursue any other remedy in this Lease.

Section 27. Access. Landlord, and its agents, shall have the right to enter the Premises at all reasonable times for any purpose including the making of repairs, alterations, additions or improvements to the Premises as Landlord may deem necessary or desirable, or showing the Premises to prospective purchasers or mortgagees and, during the last year of the Lease Term, prospective tenants, upon reasonable prior notice (except in the event of an emergency during which no notice need be given). Tenant's keys to the Premises shall conform to Landlord's key system for the Building in order that Landlord's master key may access the Premises. If Tenant installs a security system for the Premises, Landlord shall be provided with the access code. Any entry to the Premises by Landlord, for any of the foregoing reasons, shall not be construed or deemed to be a forceable or unlawful entry into or a detainer of the Premises, or an eviction, partial eviction or constructive eviction of Tenant from the Premises or any portion thereof, and shall not relieve Tenant of its obligations hereunder.

Section 28. Authority of Tenant.

(a) If Tenant is a corporation, each individual executing this Lease on behalf of the corporation represents and warrants that (s)he is duly authorized to execute and deliver this Lease on behalf of the corporation in accordance with a duly adopted resolution of the Board of Directors of the corporation, and that this Lease is binding upon the corporation in accordance with its terms and that the Tenant is properly formed, authorized to do business and in good standing under the State of Florida. In addition, Tenant shall, as a condition to the execution of this Lease, deliver to Landlord a certified copy of a resolution of the Board of Directors of the corporation authorizing or ratifying the execution of this Lease and a Certificate of Good Standing from the State of Florida.

(b) If Tenant is a partnership, joint venture, limited liability company or other unincorporated association, each individual executing this Lease on behalf of such entity represents and warrants that (s)he is duly authorized to execute and deliver this Lease on behalf of the entity, and that this Lease is binding upon the entity in accordance with its terms. Tenant shall, within thirty (30) days after the execution of this Lease, deliver to Landlord a document to that effect.

Section 29. Broker's Representation. Landlord and Tenant hereby represent to the other that they dealt with no broker or brokers in connection with the negotiation, execution and delivery of this Lease. Landlord and Tenant shall, and do hereby, agree to indemnify and hold the other

harmless from and against any losses, damages, penalties, claims or demands of whatsoever nature arising from a breach of its foregoing representation including, without limitation, reasonable attorneys' fees and expenses. The representations and indemnifications set forth in this Section 29 will survive the cancellation or termination of this Lease.

Section 30. Definition of Landlord; Landlord's Consent. The term "Landlord" as used in this Lease shall mean only the owner of the Premises, at the time in question. In the event of any transfer of title to or lease of the Premises, the transferor shall be completely released all covenants and obligations of Landlord under this Lease (whether express or implied) without further agreement between the parties or their successors-in-interest and Tenant shall look solely to the successor-in-interest of the transferor as Landlord under this Lease. This Lease shall not be affected by such transfer or lease, and Tenant agrees to attorn to the transferee or assignee, such attornment to be effective and self-operative without the execution of any further instrument by the parties to this Lease.

In every instance in which Landlord is required to approve or consent to an action or request of Tenant under this Lease, including without limitation, an assignment of this Lease or a sublease of all or a portion of the Premises pursuant to Section 11 hereof, Landlord's approval or consent shall not be unreasonably withheld, conditioned or delayed. In the event that Landlord fails to respond to Tenant's request in writing within ten (10) business days, Landlord shall be deemed to have approved or consented to such request.

Section 31. Entire Agreement.

(a) Tenant acknowledges and agrees that it has not relied upon any statements, representations, agreements or warranties except those expressed in this Lease, and that this Lease contains the entire agreement of the parties hereto with respect for the subject matter hereof. No amendment or modification of this Lease shall be binding or valid unless expressed in writing and executed and delivered by Landlord and Tenant in the same manner as the execution of this Lease.

(b) The submission of this document for examination and review does not constitute an option, an offer to lease space, or an agreement to lease space. This document shall have no binding effect on the parties unless and until executed and delivered by both Landlord and Tenant and will be effective only upon Landlord's execution and delivery of the same.

Section 32. Force Majeure. Any obligation of Landlord which is delayed or not performed due to acts of God, strike, riot, shortages of labor or materials, war (whether declared or undeclared), governmental laws, regulations or restrictions, governmental action, or lack thereof, or any other causes of any kind whatsoever which are beyond Landlord's reasonable control, shall not constitute a default hereunder and shall be performed within a reasonable time after the end of such cause for delay or nonperformance.

Section 33. Partial Invalidity. If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such term, covenant or condition to persons or

circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

Section 34. Successors and Assigns. Except as otherwise provided in this Lease, the conditions, covenants and agreements contained in this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

Section 35. Intentionally deleted.

Section 36. Joint and Several Obligation. If this Lease is executed by more than one tenant, Tenant's obligations hereunder shall be the joint and several obligations of each tenant executing this Lease.

Section 37. Intentionally deleted.

Section 38. Limitation of Liability. In no event shall Landlord be liable to Tenant for any failure of other tenants in the Building to operate their businesses, or for any loss or damage that may be occasioned by or through the acts or omissions of other tenants. Notwithstanding anything to the contrary provided in this Lease, neither Landlord, nor any general or limited partner in or of Landlord, whether direct or indirect, nor any direct or indirect partners in such partners, nor any disclosed or undisclosed officers, shareholders, principals, directors, employees, partners, or agents of Landlord, nor any of the foregoing, nor any investment adviser or other holder of any equity interest in Landlord, their successors, assigns, agents, or any mortgagee in possession shall have any personal liability with respect to any of the provisions of this Lease and, if Landlord is in breach or default with respect to its obligations or otherwise, Tenant shall look solely to Landlord's interest in the Building for the satisfaction of Tenant's remedies.

Section 39. Short Form Lease. Tenant shall not record this Lease or a memorandum of this Lease without the prior written consent of Landlord. Upon Landlord's request, Tenant agrees to execute and acknowledge a short form lease in recordable form, indicating the names and addresses of Landlord and Tenant, a description of the Premises, the Lease Term, the Commencement and Expiration Dates, and options for renewal, if any, but omitting Rent and other provisions of this Lease. Further, upon Landlord's request, Tenant agrees to execute and acknowledge a termination of lease in recordable form to be held by Landlord until the Expiration Date or sooner termination of the Lease Term.

Section 40. Assignment of Rents. Tenant agrees that Landlord may assign the rents and its interest in this Lease to the holder of any Mortgage. Tenant further agrees that, in the event of such an assignment, Tenant shall give the holder of such Mortgage a copy of any request for performance by Landlord or any notice of default by Landlord; and, if Landlord fails to cure any such default, Tenant shall give such holder a reasonable period, commencing on the last day on which Landlord could cure such default, in which to cure same.

Section 41. Rules and Regulations. Tenant shall at all times comply with, and shall cause its employees, agents, contractors, other representatives, licensees and invitees to comply with, the rules and regulations of the Association from time to time in effect.

Section 42. Estoppel Certificates. Within twenty (20) days after request by Landlord, Tenant shall execute and deliver to Landlord a written certificate as to the status of this Lease, any existing defaults, the status of the payments and performance of the parties required hereunder and such other information that may be reasonably requested.

Section 43. Attorneys' Fees. In any action or proceedings between Landlord and Tenant arising from or relating to the interpretation or enforcement of this Lease or any dispute between the parties (including, without limitation, any mediation or arbitration and all appeals) or any action is brought to enforce the terms of this Lease (including, without limitation, the indemnity obligations hereunder), the prevailing party shall be entitled to recover all reasonable costs incurred, including court costs and reasonable attorneys' fees. Landlord shall also be entitled to recover attorneys' fees and disbursements incurred in connection with a Tenant default hereunder which does not result in the commencement of any action or proceeding.

Section 44. Independent Counsel. Landlord and Tenant each acknowledge and warrant that each has been represented by independent counsel and has executed this Lease after being fully advised by its counsel as to its effect and significance. This Lease is the result of negotiations between the parties and their respective attorney's, and shall be construed in an even and fair manner, regardless of the party who drafted this Lease or any provision thereof.

Section 45. Time of the Essence. In all instances where Tenant is required by the provisions of this Lease to pay any sum of money or to do any act at a particular indicated time to within any indicated period, it is understood and agreed that time is of the essence.

Section 46. Landlord's Failure to Consent. If Tenant shall request Landlord's consent hereunder and Landlord shall fail or refuse to give such consent, Tenant shall not be entitled to any damages for the withholding of its consent, it being intended that Tenant's sole remedy shall be an action for specific performance or injunction and that such remedy shall be available only in those cases where Landlord has expressly agreed in writing not to unreasonably withhold its consent or where, as a matter of law, Landlord may not unreasonably withhold its consent.

Section 47. Governing Law. This Lease shall be governed by and construed in accordance with the laws of the State of Florida without giving effect to the principles of conflicts of laws.

Section 48. Counterparts. This Lease may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall constitute one and the same agreement.

Section 49. Liability of Owner. Notwithstanding anything to the contrary provided herein, no owner of the property of which the Premises are a part shall be liable hereunder except for breaches of Landlord's obligations occurring during the period of such ownership. The obligations of Landlord shall be binding upon Landlord's interest in said property but not upon

other assets of Landlord, and no individual partner, agent, trustee, stockholder, officer, manager, member, director, employee or beneficiary of Landlord shall be personally liable for performance of Landlord's obligations hereunder. In no event shall Landlord ever be liable to Tenant for any indirect or consequential damages or for lost profits of Tenant for any reason whatsoever.

Section 50. Radon Disclosure. In accordance with Florida law, the following notice is hereby given to Tenant:

**“RADON GAS: RADON IS A NATURALLY OCCURRING RADIO-ACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITY, 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 YOUR COUNTY PUBLIC HEALTH UNIT.”**

Section 51. WAIVER OF TRIAL BY JURY. LANDLORD AND TENANT EACH HEREBY IRREVOCABLY, KNOWINGLY AND VOLUNTARILY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES AGAINST THE OTHER OR THEIR SUCCESSORS IN RESPECT OF ANY MATTER ARISING OUT OF OR IN CONNECTION WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT'S USE OR OCCUPANCY OF THE PREMISES, AND/OR ANY CLAIM FOR INJURY OR DAMAGE, OR ANY EMERGENCY OR STATUTORY REMEDY.

[EXECUTION PAGE FOLLOWS.]

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

<b>WITNESSES AS TO LANDLORD:</b>  _____ Printed Name: _____  _____ Print Name: _____	<b>LANDLORD:</b>  Delray Beach Public Library Association, Inc., a Florida not-for-profit corporation  By: _____ Print Name: _____ Title: _____
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<b>WITNESSES AS TO TENANT:</b>  _____ Print Name: _____  _____ Print Name: _____	<b>TENANT:</b>  The Buzz Agency LLC, a Florida limited liability company  By: _____ Print Name: _____ Title: _____
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