

NET LEASE

This NET LEASE ("**Lease**") is dated _____, 2015 and is entered into between the Margate Community Redevelopment Agency, a dependent special district of the City of Margate ("**Landlord**"), having an address at 5790 Margate Boulevard, Margate, Florida 33063 and the Alzheimer's Family Center, Inc., a Florida not-for-profit corporation ("**Tenant**"), with its address at 6280 W. Atlantic Boulevard, Margate, Florida 33063.

1. **Demise of Premises.** In consideration of the rents and covenants herein stipulated to be paid and performed, Landlord hereby demises and lets to Tenant, and Tenant hereby lets from Landlord, for the terms herein described, the property located at 6280 W. Atlantic Boulevard, Margate, Florida 33063 ("**Premises**").

2. **Condition of Premises.** The Premises are demised and let in its present "AS-IS" condition, subject to (a) the existing state of the title as of the commencement of the term of this Lease (as hereinafter defined), (b) any state of facts which an accurate survey or physical inspection thereof shows, (c) all zoning regulations, restrictions, rules and ordinances, building restrictions and other laws and regulations now in effect or hereafter adopted by any governmental authority having jurisdiction, and (d) the condition of any buildings, structures and other improvements located on thereon (including, without limitation, the air quality and all other existing environmental conditions of the Premises), as of the commencement of the term of this Lease, without representation or warranty by Landlord. Tenant represents that it has examined the condition of the Premises, as well as all zoning and licensing laws, codes, ordinances or regulations affecting the Premises, and has found the same to be satisfactory to it.

2.1 History of the Parties: It is hereby agreed to and acknowledged by Landlord and Tenant that Tenant has been the owner and occupant of the Demised Premises since October, 2004 and that this Lease is for the Tenant to remain in the Demised Premises subsequent to the closing and conveyance of the Demised Premises from Tenant as Seller to Landlord as Buyer. Accordingly, Tenant agrees and acknowledges that it has full knowledge and responsibility as Tenant per this Lease, for the Demised Premises until it vacates the Demised Premises on December 31, 2015.

3. **Use of Premises.** Tenant may use the Premises for the operation of offices for the Alzheimer's Family Center, and for no other purpose.

4. **Term.** Subject to the terms and conditions hereof, Tenant shall have and hold the Premises for a term ("**Term**") commencing on the date hereof ("**Commencement Date**"), and continuing until 12:00 a.m. on December 31, 2015.

5. **Rent.**

(a) Tenant covenants and agrees to pay Landlord base rent ("**Basic Rent**") during the Term in the amount of Two Hundred and 00/00 (\$200.00) Dollars per month, plus sales tax, if due under applicable law, or any other charge which may be made on the rental by any federal, state or

local governmental authority, payable in equal monthly installments without notice, deduction or set-off, on the first day of each calendar month during the term hereof. Such Basic Rent shall commence to accrue on and after October 1, 2015.

(b) Tenant covenants that all other amounts, liabilities and obligations which Tenant assumes or agrees to pay or discharge pursuant to this Lease together with every fine, penalty, interest and cost which may be added for nonpayment or late payment thereof, shall constitute, as should sales tax, if any, additional rent hereunder ("**Additional Rent**"). In the event of any failure by Tenant to pay or discharge any of the foregoing, Landlord shall have all rights, powers and remedies provided herein or by law in the case of nonpayment of Basic Rent. Tenant also covenants to pay to Landlord on demand an amount equal to ten percent (10%) of the payment amount then due, on all overdue installments of Basic Rent or Additional Rent. In addition, Tenant further covenants to pay to Landlord on demand, interest at the rate of eighteen percent (18%) per annum (or at the maximum rate permitted by applicable law, whichever is less) on all obligations of Tenant if Tenant fails to pay such amount within ten (10) days after receipt of written invoice from Landlord until Landlord is paid in full.

6. **Net Lease.**

(a) This is an absolutely net lease to Landlord. It is the intent of the parties hereto that the Basic Rent payable under this Lease shall be an absolutely net return to the Landlord and that the Notwithstanding anything contained herein to the contrary, Tenant shall be responsible to pay only for the utilities, monthly security system monitoring, dumpster fee to waste management for trash removal and its own insurance coverage as set forth herein. Landscaping shall be paid by Landlord. Any amount or obligation herein relating to the Premises which is not expressly declared to be that of the Landlord shall be deemed to be an obligation of the Tenant to be performed by the Tenant, at the Tenant's expense. It is the intention of the parties hereto that the obligations of Tenant hereunder shall be separate and independent covenants and agreements, that the Basic Rent, the Additional Rent and all other sums payable by Tenant hereunder shall continue to be payable in all events (unless otherwise specifically set forth in the Lease) and that the obligations of Tenant hereunder shall continue unaffected, unless the requirement to pay or perform the same shall have been terminated pursuant to an express provision of the Lease.

7. **Taxes; Compliance with Law; Environmental Matters.**

(a) As applicable under the law, the Tenant shall be responsible for the payment of all personal property taxes on equipment personal property existing or placed onto the Premises during the Term of this Lease. Tenant shall remit directly to the governing authority, payment of the estimated cost of personal property taxes based upon the current years estimate, whenever due or, if not available that for the immediately preceding prior year, together with sales tax thereon, as all and if all are due under applicable law.

(b) Tenant shall, at its expense, comply with and shall cause the Premises to comply with all governmental statutes, laws, rules, orders, regulations and ordinances the failure to comply with which at any time would affect the Tenant's use of the Premises or any part thereof.

(c) Provided that nothing herein shall be construed to require the Tenant to remediate conditions of Hazardous Material, if any, which may exist as of the Commencement Date, Tenant shall (which obligations shall survive termination or expiration of this Lease):

(i) not cause, suffer or permit any Hazardous Material (as defined below) to be discharged on, to or from the Premises during the Term, and shall promptly: (A) pay any claim arising therefrom against Tenant, Landlord or the Premises, (B) remove any charge or lien upon any of the Premises, and (C) defend, indemnify and hold Landlord harmless from any and all claims, expenses, liability, loss or damage, (including all reasonable attorneys' fees and expenses) resulting from any Hazardous Material that exists on or is discharged from or on the Premises during the Term hereof;

(ii) notify Landlord in writing of any Hazardous Material that exists on or is discharged from or onto the Premises (whether originating thereon or migrating to the Premises from other property) within ten (10) days after Tenant first has knowledge of such existence or discharge;

(iii) comply, and cause the Premises to comply, with all statutes, laws, ordinances, rules and regulations of all local, county, state or federal authorities having authority over the Premises or any portion thereof or their use during the Term hereof; and defend, indemnify and hold Landlord harmless from any and all claims, expenses, liability, loss or damage (including all attorneys' fees and expenses) resulting from the failure of such compliance during the Term hereof; and

(iv) "**Hazardous Material**" means mold, spores and any hazardous or toxic material, substance or waste which is defined by those or similar terms or is regulated as such under any "Environmental Laws". "**Environmental Laws**" means any statute, law, ordinance, rule or regulation of any local, county, state or federal authority having jurisdiction over the Premises or any portion thereof or its use, including but not limited to: the Federal Water Pollution Control Act (33 U.S.C. §1317 et seq.) as amended; (b) the Federal Resource Conservation and Recovery Act (42 U.S.C. §6901 et seq.) as amended; (c) the Comprehensive Environmental Response Compensation and Liability Act (42 U.S.C. §9601 et seq.) as amended; (d) the Toxic Substance Control Act (15 U.S.C. §2601 et seq.), as amended; and (e) the Clean Air Act (42, U.S.C. §7401 et seq.), as amended.

8. **Indemnification**. Tenant agrees to pay, and to protect, defend, indemnify and save harmless Landlord, its agents from and against any and all liabilities, losses, damages, costs, expenses (including all reasonable attorney's fees and expenses of Landlord), causes of action, suits, claims, demands or judgments of any nature whatsoever (i) arising from any injury to, or the death of, any person or damage to property on the Premises or in any manner growing out of or connected with Tenant's use, non-use, condition or occupation of the Premises, or Tenant's use of any license or permit owned by Landlord so long as not occasioned by a grossly negligent or willful act of Landlord its agents, servants, employees or assigns and/or (ii) arising from violation by Tenant of any agreement or condition of this Lease, or any contract or agreement to which Tenant is a party or any restriction, law, ordinance or regulation, in each case affecting the Premises or any part thereof or the ownership, occupancy or use thereof, so long as not occasioned by a grossly negligent or willful act of Landlord its agents, servants, employees or assigns. If Landlord or any agent of Landlord shall be made a party to any such litigation commenced against Tenant, and if Tenant, at its expense, shall be

obligated to provide Landlord or its agents with counsel (upon Landlord's written request) as set forth above, Tenant shall pay all reasonable costs and attorneys' fees and expenses incurred or paid by Landlord or its agents in connection with such litigation as an Imposition or Additional Rent. Tenant's obligations and liabilities under this paragraph herein shall survive the expiration or termination of this Lease.

9. **Liens.** Tenant will not, directly or indirectly, create or permit to be created or to remain, and will promptly discharge, at its expense, any mortgage, lien, encumbrance or charge on, pledge of, or conditional sale or other title retention agreement caused by Tenant's acts with respect to the Premises or any part thereof or Tenant's interest therein or the Basic Rent, Additional Rent or other sums payable by Tenant under this Lease. Nothing contained in this Lease shall be construed as constituting the consent or request, express or implied, by Landlord to or for the performance of any labor or services or of the furnishing of any materials for any construction, alteration, addition, repair or demolition of or to the Premises or any part thereof by any contractor, subcontractor, laborer, materialman or vendor. Notice is hereby given that Landlord will not be liable for any labor, services or materials furnished or to be furnished to Tenant, or to anyone holding the Premises or any part thereof, and that no mechanic's or other liens for any such labor, services or materials shall attach to or affect the interest of Landlord in and to the Premises.

10. **Maintenance and Repair.** Tenant acknowledges that it has received the Premises in good condition, repair and appearance. Tenant agrees that, at its expense, it shall keep and maintain the Premises, in good repair and appearance, except for ordinary wear and tear. Tenant shall also make promptly all repairs required to be made, as a result of Tenant's use of the Premises, to keep and maintain the Premises in such good condition, repair and appearance and it will keep the Premises orderly and free and clear of rubbish. Landlord shall not be required to maintain, repair or rebuild, or to make any alterations, replacements or renewals of any nature to the Premises, or any part thereof, whether ordinary or extraordinary, structural or nonstructural, foreseen or not foreseen to maintain the Premises or any part thereof in any way, other than those that occur, through no fault of Tenant or due to Tenant's use of the Premises, on an emergency basis, and that affect Tenant's ability to use the Premises. Tenant hereby expressly waives the right to make repairs at the expense of Landlord which may be provided for in any law in effect at the time of the commencement of the Term or which may thereafter be enacted.

11. **Alterations.** Tenant may not make alterations to the Premises without Landlord's prior written consent, which consent may be withheld in Landlord's sole discretion. Should Landlord provide its consent, Tenant shall promptly pay all costs and expenses of each such alteration, and discharge all liens arising therefrom and procure and pay for all permits and licenses required in connection therewith. All such alterations shall be and remain part of the realty and the property of Landlord and subject to this Lease.

12. **Indemnification and Insurance.**

(a) **Indemnification.** Tenant shall indemnify and save harmless Landlord together with the Landlord's property management company and the property manager ("Landlord's Agents") from and against all claims of whatever nature arising from any act, omission or negligence of Tenant, or Tenant's contractors, licensees, invitees, agents, servants, or employees, or arising from

any accident, injury, or damage whatsoever caused to any person, or to the property of any person, or from any violation of applicable law. This indemnity and hold harmless agreement shall include indemnity against all costs, expenses and liabilities incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof and shall survive the expiration or earlier termination of this Lease.

(b) Insurance. Throughout the Term, Tenant shall, at its sole cost and expense, maintain in full force and effect the following types and amounts of insurance coverage as set forth on Exhibit "A" attached hereto and made a part hereof.

SEE EXHIBIT "A" Attached hereto and made a part hereof

(c) Any contractors or subcontractors utilized by Tenant for improvements or alterations to the Premises, must be insured as required by Landlord, including Commercial General Liability, Auto and Workers Compensation, and must provide proof of insurance to Landlord with the general liability additional insured endorsement naming Landlord and Landlord's Agents as additional insureds, and which endorsements must include ongoing and completed operations. The commercial General Liability insurance shall be written on an "occurrence" basis and not on a "claims made" basis, and shall be endorsed to provide that it is primary to and not contributory to any policies carried by Landlord and Landlord's Agents. Tenant is responsible for obtaining the applicable endorsements and providing copies of same to Landlord prior to Tenant, or any of its general contractors or subcontractors, undertaking any improvements or alterations to the Premises.

(d) All insurance policies required to be carried by Tenant as provided in this Section 12 shall be issued by fiscally responsible insurance companies (having a Best Rating of not less than A+VIII) authorized and licensed to do business in the State of Florida and shall be for periods of not less than one year. Tenant shall renew the same at least thirty (30) days prior to the expiration thereof. All such policies shall include the insurer's unconditional agreement to provide not less than thirty (30) days' written notice to Landlord prior to any cancellation thereof or any change reducing coverage thereunder.

(e) Insurance claims by reason of damage to or destruction of any portion of the Premises shall be adjusted by Landlord in its sole discretion. Tenant may, only with Landlord's prior written consent and approval, which Landlord may withhold in its sole discretion, and at Tenant's expense, prosecute any such claim or contest any such settlement in the name of Landlord, Tenant or either of them, and Landlord will join therein at Tenant's written request upon the receipt by Landlord of an indemnity from Tenant against all costs, liabilities and expenses in connection therewith.

(f) In the event Tenant does not purchase the insurance required by this Lease or keep the same in full force and effect, Landlord may, but shall not be obligated, purchase the necessary insurance and pay the premium. Tenant shall repay to Landlord, as Additional Rent, the amount so paid promptly upon demand. In addition, Landlord may recover from Tenant and Tenant agrees to pay, as Additional Rent, any and all expenses (including reasonable attorneys' fees) and damages which Landlord may sustain by reason of the failure to Tenant to obtain and maintain the required insurance.

13. **Casualty.** If a part of the Premises shall be damaged or destroyed by casualty, Tenant shall promptly notify Landlord thereof; and Tenant shall, with reasonable promptness and diligence, rebuild, replace and repair any damage or destruction to the Premises, to the extent such Casualty was caused by Tenant or Tenant's operation at the Premises, at its sole expense and with reimbursement from the proceeds of insurance, if earmarked for same, in conformity with the requirements of subparagraph 12 in such manner as to restore the same to the same condition, as nearly as possible, as existed prior to such casualty and there shall be no abatement of Basic Rent or Additional Rent.

14. **Condemnation.** If any portion of the Premises shall be taken for any public or quasi-public use under any statute, or by right of eminent domain, or by private purchase by any public authority in lieu of the exercise of the right of eminent domain, then this Lease and the Term shall cease and expire on the date when possession shall be taken thereunder of the Premises and all rents, taxes and other charges shall be prorated and paid to such date. All compensation awarded or paid upon such a taking of the Premises shall belong to and be the property of Landlord without any participation by Tenant.

15. **Assignment and Subletting.** Tenant shall not assign its interest in this Agreement or sublet all or any part of the Premises without the prior written consent of Landlord, which consent Landlord may withhold at its sole and absolute discretion. Neither this Lease nor the Term hereby demised shall be mortgaged, pledged or hypothecated by Tenant, nor shall Tenant mortgage or pledge the interest of Tenant in and to any sublease of the Premises or the rentals payable thereunder. Any mortgage, pledge, sublease or assignment made in violation of this paragraph 15 shall be void.

16. **Landlord's Right to Inspect.** The Landlord may, during the Term of this Lease at any time enter to inspect the Premises or to make any alterations or repairs to the Premises that Tenant may fail or refuse to perform.

17. **Events of Default.** The occurrence of any of the following shall constitute an event of default hereunder by Tenant ("**Event of Default**"): (a) Failure of Tenant to pay when due any installment of Rent or any other sum herein required to be paid by Tenant when due; (b) Tenant's failure to perform any covenants or conditions of this Lease within ten (10) days after written notice and demand; or (c) The filing of any Petition for Bankruptcy under the United States Bankruptcy Code or the filing of an Assignment for Benefits of Creditors under Chapter 727, Florida Statutes.

18. **Rights of Landlord Upon Default by Tenant.**

(a) In the event Tenant is in default under this Lease as provided in Section 17 above, Landlord may elect, in addition to any and all remedies provided by Florida Law, any or all of the following remedies, which are cumulative:

(i) **Termination of Lease.** By written notice to Tenant, designate a date upon which the Lease shall terminate ("**Termination Date**"), and thereupon, on the Termination Date, this Lease and all rights of Tenant hereunder shall terminate. Such termination by Landlord shall not affect the obligations of Tenant arising under the Lease prior to the Termination Date or the other

remedies of Landlord provided in this Lease.

(ii) Termination of Tenant's Possession. Landlord may elect to terminate Tenant's possessory rights, without terminating the Lease, and upon such election, Tenant and any sub-tenants, licensees or assignees of Tenant shall surrender the Premises to Landlord, and Landlord, at any time after such termination, may, without further notice, re-enter and repossess the Premises without being liable for any prosecution or damages therefore, and no person claiming through or under Tenant or by virtue of any statute or of any order of any court shall be entitled to possession of the Premises. At any time or from time to time after any such termination of Tenant's possession, Landlord may, but shall have no duty to, attempt to relet the Premises or any part thereof, in the name of Landlord or otherwise, for such term or terms and on such conditions as Landlord, in its sole discretion, may determine, and may collect and receive the rents therefore.

The termination of Tenant's possession of the Premises shall not relieve Tenant of its liability and obligations under this Lease, including the obligation to pay Rent, and such liability and obligations shall survive any such termination. Any Rent or other monetary obligation of Tenant that has been abated, deferred or forgiven by Landlord in this Lease or any amendment thereto shall immediately become due and payable upon the occurrence of an Event of Default by Tenant under this Lease. If Landlord, at its option shall relet the Premises during said period, Landlord shall credit Tenant with the net rents received by Landlord from such reletting, such net rents to be determined by first deducting from the gross rents, as and when received by Landlord, the expenses incurred or paid by Landlord in terminating this Lease and in securing possession thereof, as well as the expenses of reletting, including, without limitation, the alteration and preparation of the Premises for replacement tenants, brokers' commissions, any tenant concession or improvement allowance provided for any replacement tenants, attorneys' fees and all other expenses properly chargeable against the Premises and the rental therefrom. Tenant shall have no entitlement to any rents received by Landlord from a third party which is in excess of Tenant's remaining Rent obligation to Landlord.

(iii) Landlord may, whether this Lease or Tenant's possession of the Premises is terminated or not, recover damages from the Tenant in accordance with either of the following provisions: (A) The present value of the entire amount of the Rent, inclusive of Basic Rent and Additional Rent, which would become due and payable during the remainder of the Term of this Lease. Such present value shall be determined utilizing a discount rate of four percent (4%), or (B) Sums equal to the Rent which would have been payable by Tenant in accordance with the Lease, payable upon the due dates as set forth in the Lease, through the Expiration Date of this Lease.

(iv) Intentionally Deleted.

(v) If Tenant defaults in the performance of any of the terms, provisions, covenants and conditions of this Lease and by reason thereof the Landlord employs the services of an attorney to enforce performance of the covenants, or to perform any service based upon the Event of Default, then in any of said events the Landlord shall be entitled to reasonable attorneys' fees and all expenses and costs incurred by the Landlord pertaining thereto and in enforcement of any remedy. Such fees and costs shall include, but not be limited to, fees and costs related to pretrial, trial, appellate, judicial and administrative proceedings and bankruptcy and insolvency proceedings.

19. **Additional Rights of Landlord.** No right or remedy herein conferred upon or reserved to Landlord is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute. The failure of Landlord to insist at any time upon the strict performance of any covenant or agreement or to exercise any option, right, power or remedy contained in this Lease shall not be construed as a waiver or a relinquishment thereof for the future. A receipt by Landlord of any Basic Rent, any Additional Rent or any other sum payable hereunder with knowledge of the breach of any covenant or agreement contained in this Lease shall not be deemed a waiver of such breach, and no waiver by Landlord of any provision of this Lease shall be deemed to have been made unless expressed in writing and signed by Landlord. In addition to other remedies provided in this Lease, Landlord shall be entitled, to the extent permitted by applicable law, to injunctive relief in case of the violation, or attempted or threatened violation, of any of the covenants, agreements, conditions or provision of this Lease, or to decree compelling performance of any of the covenants, agreement, conditions or provisions of this Lease, or to any other remedy allowed to Landlord at law or in equity. Landlord may assign as collateral or otherwise assign or transfer any interest in or to this Lease or any portion hereof.

20. **Notices, Demands and Other Instruments.** All notices, demands, requests, consents, approvals and other instruments required or permitted to be given pursuant to the terms of this Lease shall be in writing and shall be deemed to have been properly given if (a) with respect to Tenant, sent by certified mail, postage prepaid, or sent by overnight courier, facsimile followed by overnight delivery or delivered by hand, in each case addressed to Tenant at its address first above set forth, and (b) with respect to Landlord, sent by certified mail, postage prepaid, or sent by overnight courier, facsimile followed by overnight delivery or delivered by hand in each case, addressed to Landlord at its address first above set forth. Landlord and Tenant shall each have the right from time to time to specify as its address for purposes of this Lease any other address in the United States of America upon fifteen (15) days' written notice thereof, similarly given, to the other party.

21. **Estoppel Certificate.** Tenant shall at any time and from time to time, upon not less than ten (10) days prior written request by Landlord or by its lender, execute, acknowledge and deliver to Landlord or its lender an executed Tenant's Certificate on the form required by Landlord. Any such certificate may be relied upon by any mortgagee or prospective purchaser or prospective mortgagee of the Premises.

22. **Subordination.** This Lease shall be subject and subordinate to the lien of any and all Mortgages now or hereafter encumbering the Premises and placed thereon by Landlord and to all renewals, modifications, replacements and extensions of such Mortgages.

23. **No Merger.** There shall be no merger of this Lease or the leasehold estate hereby created with the fee estate in the Premises or any part thereof by reason of the same person acquiring or holding, directly or indirectly, this Lease or the leasehold estate hereby created or any interest in this Lease or in such leaseholder estate as well as the fee estate in the Premises or any portion thereof.

24. **Surrender/Holding Over.** Tenant, upon expiration or termination of this Lease, either by lapse of time or otherwise, agrees peaceably to surrender to Landlord the Premises in "broom clean" condition and in good repair. Should Tenant hold over and remain in possession of the Premises at

the expiration of any Term hereby created, Tenant shall, by virtue of this Section, become a tenant-at-sufferance and shall pay Landlord twice the Rent per month of the last monthly installment of Rent above provided to be paid. Nothing herein shall be deemed to permit Tenant to retain possession of the Premises after the expiration of or earlier termination of this Lease. Tenant will pay to Landlord, upon request, all damages that Landlord may suffer on account of Tenant's failure to surrender possession of the Premises as required under this Lease upon the expiration or termination of this Lease and will indemnify Landlord against all liabilities, costs and expenses (including all reasonable attorneys' fees and costs) arising out of Tenant's delay in so delivering possession, including claims of any succeeding tenant.

25. **Separability.** Each and every covenant and agreement contained in this Lease is separate and independent, and the breach of any thereof by Landlord shall not discharge or relieve Tenant from any obligation hereunder. If any term or provision of this Lease or the application thereof to any person or circumstances shall at any time be invalid and unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances or at any time other than those to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and shall be enforced to the extent permitted by law.

26. **Savings Clause.** No provision contained in this Lease which purports to obligate the Tenant to pay any amount of interest or any fees, costs or expenses which are in excess of the maximum permitted by applicable law, shall be effective to the extent that it calls for payment of any interest or other sums in excess of such maximum.

27. **Binding Effect.** All of the covenants, conditions and obligations contained in this Lease shall be binding upon and inure to the benefit of the respective successors and assigns of Landlord and Tenant.

28. **Headings.** The headings used in this Lease are for convenient reference only and shall not to any extent have the effect of modifying, amending or changing the provisions of this Lease.

29. **Governing Law.** This Lease shall be governed by and interpreted under the laws of the State of Florida. Venue for any action shall lie in Broward County, Florida.

30. **Binding Effect.** All of the covenants, conditions and obligations contained in this Lease shall be binding upon and inure to the benefit of the respective successors and assigns of Landlord and Tenant.

31. **Brokers.** Landlord and Tenant covenant, warrant and represent that neither Landlord nor Tenant has had any conversations or negotiations with any broker concerning the leasing of the Premises. Both parties agree to indemnify the other against and from any claims for any brokerage commissions and all costs, expenses and liabilities in connection therewith, including, without limitation, reasonable attorneys' fees and expenses, for any breach of the foregoing representation.

32. **Exculpation.** Tenant agrees that it shall look solely to the estate and property of the Landlord in the land and building comprising the Premises for the collection of any judgment (or any

other judicial process) requiring the payment of money by Landlord in the event of any default or breach by Landlord with respect to any of the terms, covenants and conditions of this Lease to be observed and performed by Landlord and no other property or estates of Landlord shall be subject to levy, execution or other enforcement procedures for the satisfaction of Tenant's remedies.

33. **Time is of the Essence.** Time is of the essence in the performance of each provision of this Lease.

34. **Radon Gas.** Tenant is hereby advised that 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 your county public health unit. The foregoing disclosure is provided to comply with state law and is for informational purposes only. Landlord has not conducted radon testing with respect to the Premises and specifically disclaims any and all representations and warranties as to the absence of radon gas or radon producing conditions in connection with the Premises.

35. **Entire Agreement.** This Lease constitutes the entire understanding between the parties and shall bind the parties, their successors and assigns. No representations, except as herein expressly set forth, have been made by either party to the other. All negotiations and oral agreements acceptable to both parties are included herein; and unless reduced to writing in this Lease, no oral representations will be held to be true or accurate, and may not be relied upon by Tenant for any reason. This Lease cannot be amended or modified except in writing, signed by Landlord and Tenant.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first above set forth.

LANDLORD:

The Margate Community Redevelopment Agency, a
special dependent District of the City of Margate

Print Name

Print Name

By:_____

Name:_____

Title: _____

TENANT:

Alzheimer's Family Center, Inc., a Florida not-for-profit corporation

Print Name

Print Name

By:_____

Name:_____

Title: _____