

**809 LUCERNE AVENUE,  
LAKE WORTH BEACH, FLORIDA**

**LEASE AGREEMENT**



**TENANT:**

City of Lake Worth Beach

**LANDLORD:**

Irving Pearl & Son, LTD

C/O Reichel Realty & Investments, Inc.  
8845 North Military Trail, Suite 100  
Palm Beach Gardens, FL 33410  
(561) 478-4440

April \_\_\_\_\_, 2026

**809 Lucerne Avenue  
LEASE AGREEMENT**

THIS LEASE AGREEMENT (sometimes hereinafter referred to as the "Lease") is made and entered into this \_\_\_\_ day of April, 2026, by and between Irving Pearl & Son, LTD (hereinafter called "Landlord"), whose address for purposes hereof is 8845 North Military Trail, Suite 100, Palm Beach Gardens, FL 33410 C/O Reichel Realty & Investments, Inc.; and City of Lake Worth Beach (hereinafter called "Tenant"). Tenant's address being: 17 South M Street, Lake Worth Beach, FL 33461.

WITNESSETH:

1. LEASED PREMISES: Subject to and upon the terms, provisions, covenants and conditions hereinafter set forth, and each in consideration of the duties, covenants and obligations of the other hereunder, Landlord does hereby lease, demise and let to Tenant and Tenant does hereby lease, demise and let from Landlord those certain premises (hereinafter sometimes called the "Leased Premises") in the 809 Lucerne Avenue (hereinafter sometimes referred to as "Building") located at 809 Lucerne Avenue, Lake Worth Beach, Florida, such Leased Premises being more particularly described as follows:

809 Lucerne Avenue, approximately 3,066 square feet of Gross Rentable Area, located on the first floor of the building.

The term "Gross Rentable Area" as used herein, shall refer to all area measured from the outside surface of the outer glass or finished walls of the building to the outside surface of the opposite outer wall, glass, or in the case of multi-tenant floors, to the midpoint of the walls separating the Leased Premises of adjacent tenants. No deductions from Gross Rentable Area are made for columns or projections necessary to the building. The Gross Rentable Area in the Leased Premises has been calculated on the basis of the foregoing definition and is hereby stipulated for all purposes hereof to be approximately 3,066 square feet, whether the same should be more or less as a result of minor variations resulting from actual construction and completion of the Leased Premises for occupancy so long as such work is done substantially in accordance with the approved plans.

2. TERM: The term of this Lease Agreement on the Leased Premises shall be for a period of 24 months. The Commencement Date of the term shall be April 15, 2026. The Term of the Lease shall expire (unless sooner terminated as provided herein) at 11:59 p.m. E.S.T. on April 14, 2028. Provided that Tenant is not in default hereunder, and this Lease is then in full force and effect, Tenant shall have the right to elect to extend the Term for one (1) period of up to two (2) years (an "Extended Term") and, with respect to the use of the word "Term", the same shall include the Initial Term and any applicable Extended Term. The Extended Term shall be upon the terms, covenants and agreements provided in this Lease, except as hereinafter set forth, except that the rent shall be as set forth in Section 3 hereof. If Tenant elects to extend the Term, Tenant shall give written notice to Landlord of such election no later than one hundred

twenty (120) days prior to the date of expiration of the Initial Term. If such notice is not provided the Lease shall terminate at the end of the Initial Term unless otherwise agreed to by the Landlord. Tenant shall provide a written notice to Landlord of Tenant's intention to extend the Initial Term ("Extension Notice"). Tenant shall specify in the Extension Notice whether the Extension Term shall be for a period of one (1) year or two (2) years. The Extension Notice shall become irrevocable sixty (60) days after it is given unless the City provides written notice of revocation within such 60 days.

Notwithstanding the above, this Lease is subject to a fully executed lease termination agreement ("Termination Agreement") between the Landlord and its existing tenant, High Class Chiropractic & Sports Medicine ("Current Tenant") whose lease expires December 31, 2027. Said Termination Agreement will be fully executed and delivered to the Tenant no later than three (3) days following receipt of a fully executed lease agreement between the Landlord and the City of Lake Worth Beach. Such Termination Agreement shall provide for the Current Tenant to vacate the Premises and surrender possession free of all occupants and personal property no later than April 14, 2026. In the event Landlord fails to timely deliver such Termination Agreement or if the Current Tenant fails to timely and fully vacate the Premises, the Tenant may terminate this Lease, in its sole discretion, upon written notice to Landlord, whereupon neither party shall have any further obligation hereunder and any deposits shall be promptly returned to the Tenant.

3. ANNUAL RENT: During the Term of this Lease, Tenant agrees and covenants to pay the Landlord Annual Rent as follows:

May 15, 2026 – April 14, 2027 - \$76,650.00 or \$6,387.50 per month (\$25.00 per square foot).

The annual rent for the second year of the Lease Term shall be five percent (5%) over the previous year's gross rental amount. If the Tenant elects the Extended Term, the Tenant will pay the annual rent plus any increase in Real Estate Taxes, Building Expenses, and Insurance over and above those assessed for the 2027 Base Year. Tenant shall pay such amounts to Landlord promptly upon receipt by Tenant of copies of the above bills. All taxes and other charges shall be apportioned between Landlord and Tenant to the extent that this Lease is not in effect during the period of any such assessment. Tenant shall not be required to pay any income, profit, excess profit, corporation, capital levy, franchise or other taxes imposed upon Landlord.

The Rent Commencement Date will be May 15, 2026.

Landlord hereby acknowledges receipt of prepaid rent in the amount of \$6,387.50. Notwithstanding anything to the contrary herein, the Tenant is a political subdivision (i.e., municipality) of the State of Florida and, as such, is exempt from the imposition of Florida sales and use taxes and other applicable taxes. Said prepaid rent shall be applied to rent due for the period beginning

May 15, 2026, to June 15, 2026.

Total Annual Rent per year is payable without demand, notice or offset in advance in equal monthly installments of one-twelfth of the Annual Rent due and payable on the first day of each and every calendar month of the term of the Lease, in the currency of the United States of America at the offices of Landlord or elsewhere as designated from time to time by Landlord's written notice to Tenant. The monthly installment of Annual Rent shall be prorated in the case of partial months. Nothing herein shall, however, require Tenant to pay any Federal or State taxes on income imposed upon Landlord.

It is understood by the parties that this shall be a gross lease. The Tenant will pay for City of Lake Worth Beach electric service for the Premises and all applicable deposits starting on the Commencement date. Tenant will also pay for utilities and services including but not limited to water/sewer, trash collection, security monitoring, fire extinguisher recharge, pest control, internet and telephone services. The Tenant will be responsible for maintaining its own space (including windows, doors, mechanical systems and bathroom). Landlord will be responsible to maintain building roof and foundation.

Tenant will pay for quarterly HVAC maintenance agreement to check pressure, change filters and will maintain the HVAC systems. Landlord shall have the right to approve the HVAC maintenance company, and such approval shall not be unreasonably withheld. Landlord shall approve or disapprove of the company within five (5) business days of the Tenant's request.

Special Provision: Landlord shall pay for repairs and replacements in excess of \$750.00 per incident to the HVAC systems provided the Tenant maintains the aforesaid maintenance agreement and unless such repairs are necessitated as a result of the negligence of Tenant. Except as otherwise set forth herein regarding the HVAC systems, Landlord shall pay for maintenance, repairs, and replacements to foundation, exterior walls, roofing systems, and building-wide systems unless the same are a result of the negligence of Tenant. Tenant shall maintain the leased premises, and the Landlord shall pay for general repairs and replacements to the leased premises that exceed \$1,000.00 per incident unless any such repair or replacement is necessitated as a result of the negligence of Tenant. This Special Provision shall not be applicable to any subtenant or assignee under Section 20.

**LATE CHARGES.** The parties agree that late payment by Tenant to Landlord of rent will cause Landlord to incur costs not contemplated by this lease, the amount of which is extremely difficult to ascertain. Therefore, the parties agree that if any installment of rent is not received by Landlord within 7 days after rent is due, Tenant will pay to Landlord a sum equal to 5% of monthly rent as a late charge.

**ACH DEBIT SYSTEM:** It is preferred that Tenant registers and remits all rental payments using Landlord's designated online payment processing

agent/services, Tenant shall not incur any processing cost for submitting ACH (bank draft, e-check) payments using Landlord's designated payment processor. If for any reason Tenant issues Landlord a physical check, that Tenant's bank will not honor, then Tenant shall pay a \$20 processing fee and authorizes Landlord to convert check into electronic payment which may be withdrawn from Tenant's account as soon as the same day Landlord receives the check. In addition, should this occur more than 2 times during the lease term including any renewal options, then Tenant agrees to, for the remainder of the lease term, register and remit all future rent payments using Landlord's designated online payment processing agent/service.

**ANNUAL APPROPRIATIONS:** Notwithstanding anything contained in this lease to the contrary, Tenant's obligations under this Lease are subject to and contingent upon the annual appropriation and availability of funds by the City Commission of Tenant in accordance with applicable Florida law. In the event sufficient funds are not appropriated or otherwise made available to permit Tenant to continue performance under this Lease for any subsequent fiscal year, Tenant may terminate this Lease without penalty upon written notice to Landlord delivered no fewer than ninety (90) days prior to the end of the then-current fiscal year. Upon such termination, Tenant shall remain responsible for payment of the rent and other sums due and owing through the effective date of termination. Landlord acknowledges and agrees that this Lease shall not constitute a pledge of the full faith and credit of Tenant, nor an obligation of Tenant beyond any fiscal year for which funds have been duly appropriated.

4. **General Services and Building Expenses:** These expenses include but are not limited to the following:
  - (a) Janitorial services for the Building Exterior and/or Common Areas, excluding glass front.
  - (b) Maintenance and repair for Building Exterior and/or Common Areas
  - (c) Landscaping maintenance, supplies and refurbishing.
  - (d) Cleaning, maintaining, resurfacing, and striping of the parking areas.
  - (e) Maintenance of sprinkler, access control and other mechanical systems.
  - (f) Building management fees.
  - (g) Expenses for access control if and to the extent provided by Landlord. In the event Landlord does provide access control, Tenant specifically agrees that Landlord shall not be liable in the event of any loss or damage suffered by Tenant as a result of any failure to exclude access to any unauthorized personnel.
  - (h) Reserve for renewal, replacement, and capital improvements of ten percent of annual expenses excluding the reserve for renewal and replacement.
  - (i) Amortization of the cost of capital improvements (together with a reasonable finance charge) as may be required by governmental authority.

- (j) Professional fees (including attorneys and accountants) incurred in connection with the operation of the building; and
- (k) Compensation of employees at the level of building manager and below in connection with operation of the building.
- (l) Such expenses as are customary for the operation of a building of this type and location.

Landlord does not warrant that any of the services will be free from interruption caused by repairs, renewal, improvement, alterations, strikes, lockouts, accidents, inability of Landlord to obtain fuel or supplies or any other causes. Any such interruption of service shall never be deemed an eviction or disturbance of Tenant's use and possession of the premises or any part thereof or render the Landlord liable to the Tenant for damages or relieve the Tenant from performance of the Tenant's obligations under this Lease unless such interruption of service renders the Leased Premises uninhabitable or otherwise prevents the Tenant's use of the Leased Premises for a continuous period exceeding 72 hours. The Tenant's remedy for such an interruption (i.e., exceeding 72 hours) is proportional rent abatement and not termination of the Lease. Landlord agrees, however, that Landlord will make reasonable efforts at all times to promptly remedy any situation which might interrupt such services.

5. SECURITY DEPOSIT: Tenant concurrently with the execution of this Lease shall pay the sum of Six Thousand Five Hundred and 00/100 Dollars (\$6,500.00) as security deposit to be held by Landlord as security for the payment of the rent and the full and faithful performance of all of the terms, covenants and conditions of this Lease. In no event shall any portion of the security deposit be used for the payment of any rental hereunder. If Tenant shall fail at any time to perform any of the terms, covenants and conditions of this Lease, Landlord shall have the right to apply the deposit, or any part thereof, to any deficiency caused by such default, without jeopardizing any other rights reserved to Landlord herein, but in no event, shall Landlord be required to use or apply the deposit for any such purpose. If Landlord so applies all or any portion of the security deposit, Tenant shall promptly deposit with Landlord an amount sufficient to restore the Security Deposit to the amount first herein mentioned. If Tenant shall have faithfully performed all of the terms, covenants and conditions of this Lease, Landlord will refund to Tenant the aforesaid security deposit within thirty (30) days after the termination of this Lease and the vacation of the Premises by Tenant, less charges for damages in excess of normal wear and tear, except in the event of default by Tenant in which case the security deposit will be forfeited.
6. USE: The Tenant will use and occupy the Leased Premises for the following use or purpose and for no other use or purpose: office for the operation of the City of Lake Worth Beach Leisure Services and Parking Divisions. No outside storage or display shall be permitted in conjunction with such uses, except as permitted by the City of Lake Worth Beach.

Notwithstanding anything to the contrary in this Lease, the Leased Premises shall not be used for any purpose which would (i) adversely affect the appearance of the Building or the street, (ii) except for general retail use, be visible from the exterior of, or the public areas of the Building, (iii) adversely affect ventilation in other areas of the Building (including without limitation the creation of offensive odors), (iv) create unreasonable elevator loads, (v) cause structural loads to be exceeded, (vi) create unreasonable noise levels, (vii) violate building codes, zoning ordinances, or other applicable laws or otherwise constitute illegal use, (viii) adversely affect the mechanical, electrical, plumbing or other base Building systems, (ix) result in the generation, treatment, storage, discharge, disposal, possession, processing or other handling of chemicals or any hazardous material in the Leased Premises, the Building, or any Building systems, including in particular disposal in the base Building plumbing, heating, ventilating or air-conditioning systems, (x) involve printing, photographic processing or other process involving the use of chemicals and equipment not generally used in retail or office buildings, or (xi) otherwise unreasonably interfere with Building operations or other tenants of the Building. In all events, Tenant shall not engage in any activity which is not in keeping with the first-class standards of the building.

7. **TENANT IMPROVEMENTS:** Should Tenant require improvements for any reason, such improvements will be done at Tenant's sole expense. All improvements will be done by Tenant's contractor who will complete all interior improvements to the Leased Premises in accordance with plans and specifications prepared by Tenant's Space Planner and/or Architect. Tenant shall maintain all existing and future improvements installed in accordance with said plans. The plans for Tenant's interior improvements ("Tenant Improvements") shall be submitted to Landlord not later than 30 days prior to and shall be subject to approval by Landlord and the City of Lake Worth Beach prior to commencement of construction. Landlord's approval shall not be unreasonably withheld provided that such improvements do not adversely affect Building structure or Building systems, are not visible from the exterior of the Leased Premises, and do not adversely affect the building's future rentability. The plans submitted by Tenant shall not be deemed final unless they are sufficient to meet all requirements necessary to allow Tenant to obtain a building permit and certificate of occupancy (collectively, "Requirements and Approved Plans" or "plans"). After the plans have been submitted to and approved by Landlord, no changes shall be permitted without Landlord's written consent. The Landlord shall approve or disapprove the Tenant's plans within ten (10) business days of the Tenant's request.

Tenant's Work shall be subject to the following requirements:

- i. Tenant shall utilize a licensed, responsible Contractor to complete Tenant's Work. The Contractor shall be subject to Landlord's approval which approval shall not be unreasonably withheld. The Landlord shall approve or disapprove the Contractor within five (5) business days of the Tenant's request.

ii. If Landlord approves Tenant's plans, Landlord may condition its approval upon Tenant agreeing to remove same at the expiration of the Term, or earlier termination of this Lease.

iii. All Tenant's Work shall be completed promptly and, in a lien-free, first class, good and workmanlike manner, and in compliance with all Requirements and the Approved Plans. All Tenant's Work shall be subject to Landlord's inspection, from time to time.

iv. All Tenant's Work shall be completed in a manner which will minimize inconvenience to Landlord or other Tenant's in the Building, Parcel or adjacent Buildings.

v. Tenant shall only install new fixtures and equipment and perform all other work as necessary or appropriate to prepare the Premises for the opening of business.

Should Tenant desire water and sewer service within the Leased Premises other than those existing, said installation and connection shall be at the Tenant's sole expense. If Tenant makes improvements to the water and sewer service, Tenant shall be responsible for damage, if any, to the building or to the Leased Premises, as a result of this original installation, leaks, water pipe breakage or other failure in the system which may occur after the original installation.

All Tenant Improvements made to the Leased Premises shall become the property of the Landlord upon expiration or termination of this Lease.

Tenant agrees to commence construction of Tenant's Improvements promptly upon approval of the plans by Landlord and receipt of a building permit from the City of Lake Worth Beach Building Department. Tenant shall use due diligence to complete the Tenant Improvements.

8. **TENANT'S RIGHTS AND RESTRICTIONS AS TO BUSINESS SIGNS:** Tenant shall, with Landlord approval, at its own expense, erect or place, of a quality, size, and in a manner approved in writing by Landlord, and based on Landlord's building standard, graphics identifying Tenant on the box sign on face of the building and on the main entrance door of the Leased Premises and as otherwise designated by Landlord. Such signs shall be kept in a good state of repair and Tenant shall repair any damage that may have been done to the Leased Premises by the erection, existence or removal of such signs. At the end of the Lease term, Tenant shall remove the signs at its expense.

Except as provided above, no sign, notice or other advertisement shall be inscribed, painted, affixed or displayed on any of the windows or on the exterior of any of the doors of the Leased Premises, nor anywhere visible from outside the Leased Premises without prior written consent of Landlord (which may be granted or withheld by Landlord in its reasonable discretion). Landlord shall

approve or disapprove all signs, notices, and other advertisements within ten (10) days of the Tenant's request.

9. **CONDITION OF PREMISES:** Landlord represents that the Leased Premises, including without limitation the roof (which Landlord represents was installed as of July 2022), structural components, building systems, and all life-safety systems, shall be delivered to Tenant in clean, substantially working order and condition, reasonable wear and tear excepted as of the Commencement Date. Tenant's taking possession of the Leased Premises shall not constitute a waiver of Tenant's right to require Landlord to correct any latent defects discovered within ninety (90) days of possession. Except as expressly set forth herein, Tenant accepts the Leased Premises in their existing condition subject to Landlord's representations, warranties, and ongoing maintenance and repair obligations under this Lease.
10. **QUIET POSSESSION:** Upon payment by Tenant of the rental herein provided, and upon the observance and performance of all terms, provisions, covenants and conditions on Tenant's part to be observed and performed, Tenant shall, subject to all of the terms, provisions, covenants and conditions of this Lease Agreement, peaceably and quietly hold and enjoy the Leased Premises for the term hereby leased.
11. **TENANT'S ELECTRICAL:** Tenant shall use only office machines and equipment that operate on the building's standard electric circuits, but which in no event overload the building's standard electrical circuits from which the Tenant obtains electric current or which will, in the opinion of Landlord, interfere with the reasonable use of the Building by Landlord or other tenants or which shall create a hazard within the Leased Premises. Tenant shall comply with all governmental mandates regarding electric service to the extent applicable to Tenant's use of the Premises and not requiring structural or building modifications (e.g., electrical service and capacity, etc.). Tenant shall be responsible for payment of all charges for electric consumption within the Leased Premises.
12. **CHARGES FOR SERVICE:** Any charges against Tenant by Landlord for services or for work done on the Leased Premises by request of Tenant and that are the responsibility of the Tenant under the Lease or otherwise accruing and owed by the Tenant under this Lease, shall be considered as rent due hereunder for all purposes. Disputed charges shall not be considered as rent so long as Tenant is contesting such charge in good faith and pays any undisputed portion.
13. **REMEDIES UPON TENANT'S DEFAULT.** In the event Tenant shall abandon or vacate the Leased Premises or at any time be in default in the payment when due of Annual Base Rent, or other charges herein required to be paid by Tenant or in the observance or performance of any of the other covenants and agreements required to be performed and observed by Tenant hereunder and any such default shall continue for a period of ten (10) days after written notice to Tenant for monetary obligations and twenty (20) days after written notice to

Tenant for all other obligations, then Tenant shall be in default hereunder and Landlord shall be entitled to any and all remedies available at law or in equity and all other remedies specifically provided herein. Notwithstanding the foregoing, Tenant shall not be in default (1) with any non-monetary default unless Tenant fails to commence a cure within the twenty (20) days after receipt of written notice and thereafter diligently prosecutes such cure to completion; and (2) with respect to any disputed charge so long as Tenant is contesting such charge in good faith and pays any undisputed portion. Without limiting the generality of the foregoing, Landlord may:

(A) Terminate this Lease and Tenant's right to possession of the Leased Premises by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Leased Premises to Landlord. In such event Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default including, but not limited to, the cost of recovering possession of the Leased Premises, expenses of reletting, reasonable attorney's fees, and any real estate commission paid; and the difference at the time of termination between the amount by which the unpaid Annual Base Rent (as is reasonably projected by Landlord) for the balance of the term after the time of such termination exceeds the fair market rental for the same period; reduced to present value by applying a six percent (6%) discount factor; and/or

(B) Maintain this Lease in full force and effect and allow Tenant to retain possession of the Leased Premises, in which case this Lease shall continue in effect whether Tenant shall have abandoned the Leased Premises. In such event, Landlord shall be entitled to enforce all of Landlord's rights and remedies under this Lease, including the right to recover the Annual Base Rent and other charges as they become due hereunder; and/or

(C) Terminate Tenant's right of possession, but not this Lease, whereupon Landlord will use commercially reasonable efforts to attempt to relet the Leased Premises for Tenant's account; in which case Tenant shall remain liable to Landlord for the amount, if any, by which the rental and other charges required to be paid hereunder exceed the net amount actually received by Landlord from any such reletting (after deducting from the rental received from the new tenant any amounts paid by Landlord in obtaining the new lease including all real estate commissions, concessions, and other reasonable costs). Such amounts owed by Tenant shall be paid to Landlord from time to time upon demand; and/or

(D) Declare the balance of the Annual Rent and the balance of any prorated share of annual expense increase (as reasonably projected by Landlord) for the entire remaining term of this Lease to be immediately due and payable the space would then continue to be available to Tenant; and/or

- (E) Charge a fifteen percent (15%) fee on any outstanding balance; and/or
- (F) Pursue any other remedy now or hereafter available to Landlord at law or equity.

Tenant Initials: \_\_\_\_\_

During any period in which Tenant is in default beyond any applicable grace period Tenant shall not be entitled to exercise any options, privileges, or rights contained in this Lease and Tenant shall forfeit any prepaid rent and security deposit as compensatory damage to Landlord.

14. ALTERATIONS AND REPAIRS: Tenant will, at Tenant's own expense, keep the Leased Premises and all its mechanical systems in good repair and tenantable condition during the Lease term. Tenant will replace at its own expense any and all equipment or broken glass in and about said Leased Premises when damaged by the Tenant, its employees or guests. Otherwise, the Landlord shall repair and replace at its own expense any and all building systems, equipment, or broken glass. Tenant shall be responsible for putting up storm shutters to protect plate glass in the event of a hurricane watch utilizing Landlord's storm shutters, if available. If such shutters are not available, the Tenant shall use a commercially acceptable method, including but not limited to placing ¼ inch plywood boards over the windows and shall make any repairs to the wood, metal or stucco following such placement. The Tenant and Landlord shall each be responsible for fifty percent (50%) of the documented expenses for such shutters.

Tenant shall maintain the HVAC system within the Premises subject to the aforementioned provisions and shall obtain a maintenance contract with a reputable service company and provide a copy thereof to Landlord and Landlord shall have the right to approve of the air conditioning service company.

Tenant will make no alteration, additions or improvements in or to the Leased Premises without the written consent of Landlord (which shall not be unreasonably withheld), and all additions, fixtures, carpet or improvements, except office furniture and trade fixtures which shall be readily removable without injury to the Leased Premises, shall be and remain a part of the Leased Premises at the expiration of this Lease: provided, however, if Landlord requests removal of any alterations, additions or fixtures installed by Tenant, Tenant shall cause them to be removed at Tenant's cost. The Landlord shall approve or disapprove such alterations, additions, or improvements within ten (10) business days of the Tenant's request.

15. LIENS: Tenant agrees to pay all liens of contractors, subcontractors, mechanics, laborers, material men, and other items of like costs and charges, including bond premiums for release of liens and attorney's fees reasonably

incurred in and about the defense of any suit in discharging the Leased Premises or any part thereof from any liens, judgments or encumbrances caused or suffered by Tenant. In the event any such lien shall be made or filed, Tenant shall bond against or discharge the same within twenty (20) days after the same has been made or filed. The reasonable expenses, costs and charges above referred to shall be considered as rent due for all purposes of this Lease. Any disputed charge shall not be considered rent so long as Tenant is contesting such charge in good faith and pays any undisputed portion.

Tenant shall not have any authority to create any liens for labor or materials on the Landlord's interest in the Leased Premises or the Building and all persons contracting with the Tenant for the destruction or removal of any facilities or other improvements or for the erection, installation, alteration or repair of any facilities or other improvements on or about the Leased Premises, and all material men, contractors, mechanics and laborers, are hereby charged with notice that they must look only to the Tenant's interest in the Leased Premises to secure the payment of any bill for work done or material furnished at the request or instruction of Tenant.

16. **PARKING:** During the term of this Lease, Tenant has use on a non-exclusive, first-come, first-served basis, for Tenant and its employees and customers, in common with Landlord, other Tenants of building, their guests, and invitees, and the public of the non-reserved, city street automobile parking and loading areas along Lucerne Avenue, driveways and rights-of-way, subject to the rules and regulations for the use thereof as prescribed from time to time by the City of Lake Worth Beach. Tenant also has use on a non-exclusive, first-come, first-served basis of the parking lot owned by the Landlord across Lucerne Avenue. Tenant, tenant's employees and customers shall use parking and loading areas at their own risk. Landlord may require Tenant and its employees to use a parking area designated by Landlord as an employee parking area and Tenant shall take all necessary action to assure that Tenant's employees shall use the designated employee parking area as designated by Landlord. Any reserved parking spaces shall be in areas designated by Landlord. Except for damages arising from the Landlord's negligence or willful misconduct, Landlord shall not be liable for any damage of any nature whatsoever to, or any theft of, automobiles or other vehicles or appurtenant parking areas. Landlord retains absolute control over the parking lots and their use and has the absolute right to set and enforce rules for their use. Tenant understands that the parking lot is shared by the Landlord's other tenants. Notwithstanding Landlord's control of the parking lots, during the Lease term and any extension, the Landlord shall make reasonable efforts to provide the Tenant with parking sufficient to reasonably accommodate the Tenant's normal municipal operations. Landlord agrees to not materially reduce or restrict Tenant's parking rights. Tenant agrees to reasonably share the general use of the parking lot with the other tenants located within 807, 811 and 813 Lucerne Avenue.
17. **ESTOPPEL CERTIFICATE:** Tenant agrees that from time to time, upon not less than twenty (20) days prior request by Landlord, Tenant will deliver to Landlord a statement in writing certifying: (a) that this Lease is unmodified and

in full force and effect or, if there have been modifications, that the Lease, as modified, is in full force and effect and stating the modifications; (b) the dates to which the rent and other charges have been paid; (c) that to Tenant's actual knowledge, without duty of inquiry or investigation, Landlord is not in default under any provisions of this Lease, or if in default, the nature thereof in detail; and (d) such other matters as Landlord shall reasonably request.

18. **LANDLORD'S MORTGAGE:** If the Building and/or Leased Premises are at any time subject to a mortgage, and Tenant has received written notice from Mortgagee of same, then in any instance in which Tenant gives notice to Landlord alleging default by Landlord hereunder, Tenant will also simultaneously give a copy of such notice to Landlord's Mortgagee and Landlord's Mortgagee shall have the right (but not the obligation) to cure or remedy such default during the period that is permitted to Landlord hereunder, plus an additional period of thirty (30) days, or such greater period as may reasonably be required for the Mortgagee to effect the cure (including if title or possession by the Mortgagee is required to effect the cure any period required by Mortgagee to foreclose or otherwise obtain title and possession). Tenant will accept such curative or remedial action (if any) taken by Landlord's Mortgagee with the same effect as if such action had been taken by Landlord (providing that those documents do not undermine or invalidate this document).

This Lease shall be subject and subordinate to any mortgage now or hereafter covering the Building or Leased Premises. The foregoing provision shall be self-operative but, Tenant shall upon Landlord's request promptly execute any instrument or instruments which Landlord may deem necessary or desirable to further evidence the subordination of the Lease to any and all such mortgages and/or deeds of trust. As permitted by law, Tenant agrees to execute any and all documents necessary to effectuate all the provisions of this Section.

19. **ASSIGNMENT BY LANDLORD:** If the interests of Landlord under this Lease shall be transferred voluntarily or by reason of foreclosure or other proceedings for enforcement of any mortgage on the Leased Premises, Tenant shall be bound to such transferee (herein sometimes called the "Purchaser"), for the balance of the term hereof remaining and any extensions or renewals thereof which may be effected in accordance with the terms and provisions hereof, with the same force and effect as if the Purchaser were the Landlord under this Lease, and Tenant does hereby agree to attorn to the Purchaser, as its Landlord, said attornment to be effective and self-operative without the execution of any further instruments upon the Purchaser succeeding to the interest of Landlord under this Lease. The respective rights and obligations of Tenant and the Purchaser upon such attornment to the extent of the then remaining balance of the term of this Lease and any such extensions and renewals shall be and are the same as those set forth herein. In the event of such transfer of Landlord's interest, Landlord shall be released and relieved from all liability and responsibility thereafter accruing to Tenant under this Lease or otherwise, and Landlord's successor by acceptance of rent from Tenant hereunder shall become liable and responsible to Tenant in respect to all obligations of the Landlord under this Lease.

20. **ASSIGNMENT AND SUBLEASING BY TENANT:** Without the written consent of Landlord first obtained in each case, which shall not be unreasonably withheld, Tenant shall not assign, transfer, mortgage, pledge, or otherwise encumber or dispose of this Lease for the term hereof, or underlet the Leased Premises or any part thereof or permit the Leased Premises to be occupied by anybody other than the Tenant. No assignment of this Lease nor sublease of the Leased Premises shall release Tenant from any obligations contained herein unless otherwise agreed to by the Landlord. The Landlord may after default by the Tenant collect or accept rent from the assignee, under tenant, or occupant and apply the net amount collected or accepted to the rent and other amounts herein reserved, but no such collection or acceptance shall be deemed a waiver of this covenant or the acceptance of the assignee, under tenant or occupant as Tenant, nor shall it be construed as, or implied to be, a release of the Tenant from the further observance and performance by the Tenant of the terms, provisions, covenants and conditions herein contained. In the event Tenant desires Landlord's consent to any assignment or sublease Tenant shall provide such information as Landlord shall reasonably require to evaluate the proposed assignee or subtenant, including without limitation, name, references, audited financial statements and nature of business. Any assignee or subtenant must agree in writing to be bound by all terms and provisions hereof (except that as to subtenants, the subtenant's rental will be governed by its sublease).
21. **SUCCESSORS AND ASSIGNS:** All terms, provisions, covenants and conditions to be observed and performed by Tenant shall be applicable to and binding upon Tenant's respective heirs, administrators, executors, successors and assigns, subject, however, to the restrictions as to assignment or subletting by Tenant as provided herein. All terms, provisions, covenants and conditions to be observed and performed by Landlord shall be applicable to and binding upon Landlord's respective heirs, administrators, executors, successors and assigns. All expressed covenants of this Lease shall be deemed to be covenants running with the land.
22. **INSURANCE:** Tenant shall, during the entire Lease term, at its sole cost and expense, provide and keep in full force and effect a policy of Commercial General Liability insurance covering the Leased Premises, and the business operation by Tenant in an amount of not less than \$1,000,000.00 combined single limit liability for bodily injury and property damage. The policy shall name Landlord, and any person, firms or corporations designated by Landlord as an additional insured, and Tenant as insured, and shall contain a clause that the insurance carrier will not cancel or change the insurance without first giving the Landlord thirty (30) days prior written notice. The insurance shall be with an insurance company acceptable to Landlord and the insurance carrier shall provide Landlord a true copy of said policy and a certificate of insurance.

Tenant agrees to pay any increase in premiums for fire and extended coverage insurance that may be charged during the term of this Lease resulting from the activity of Tenant or merchandise stored by Tenant in the Leased Premises,

whether or not Landlord has consented to the same. The Tenant also shall pay any additional premium on the rent insurance policy that may be carried by the Landlord for its protection against rent loss. Bills for such additional premiums shall be rendered by Landlord to Tenant at such times as Landlord may elect, and shall be due from, and payable by Tenant when rendered, and the amount thereof shall be deemed to be additional rent.

Tenant shall replace, at the expense of Tenant, any and all plate and other glass damaged or broken arising from or out of any act of Tenant.

Landlord and Tenant hereby waive any and all rights of recovery against each other, their officers, employees and agents, for loss occurring to the Leased Premises to the extent covered by insurance proceeds provided that the applicable insurance policy contains a waiver of a right of subrogation. Each party shall use reasonable efforts to obtain a waiver of subrogation from the insurance carrier providing their insurance.

23. **INDEMNIFY LANDLORD:** In consideration of the Leased Premises being leased to Tenant for the above rental, Tenant agrees: that Tenant, at all times, will be responsible for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of Tenant's employees as authorized under section 768.28, Florida Statutes. Landlord shall not be liable to Tenant for any damages, losses or injuries to the persons or property of Tenant which may be caused by the acts, neglect, omissions or faults of any persons, firms or corporations, except when such injury, loss or damage results from the negligence or willful misconduct of Landlord. All personal property placed or moved into the Leased Premises or the Building shall be at the risk of Tenant or the owners thereof, and Landlord shall not be liable to Tenant for any damages to said personal property unless such damage is caused by the negligence or willful misconduct of the Landlord. Tenant shall maintain at all times during the term of this Lease an insurance policy or policies in an amount or amounts sufficient to indemnify Landlord and to pay Landlord's damages, if any, resulting from any matter set forth in this Section.

In case Landlord shall be made a party to any litigation commenced by or against Tenant, Tenant shall protect and hold Landlord harmless and shall pay all cost, expenses and reasonable attorney's fees incurred or paid by Landlord in connection with such litigation.

Nothing contained in this paragraph or any other paragraph of this Lease (including all exhibits) (e.g., Tenant liability, Tenant's payment of attorney's fees, etc.) shall be construed or interpreted as consent by the Tenant to be sued, nor as a waiver of sovereign immunity beyond the waiver and limits provided in section 768.28, Florida Statutes, as amended from time to time.

24. **ATTORNEY'S FEES:** If the Tenant defaults in the performance of any of the terms, provisions, covenants and conditions of this Lease and fails to timely cure such default and by reason thereof the Landlord employs the services of an attorney to enforce performance of same by the Tenant or to perform any

services based upon said default, the Tenant agrees to pay reasonable attorney's fees and all expenses, costs and charges incurred by the Landlord pertaining thereto and enforcement of any remedy available to the Landlord.

In the event of the institution of litigation to enforce the provisions of the Lease to evict Tenant, or to collect moneys due from the date of default in the event of a money judgment, Tenant shall be responsible for cost of such litigation and reasonable attorney's fees at the trial level and at all levels of appeal contingent upon the Landlord being the prevailing party at each stage of the litigation.

In the event Landlord is the prevailing party, the awardable sums with all costs, interest and damages shall be deemed additional rent hereunder and shall be due from Tenant to Landlord on the first day of the month following the month in which the respective expenses, etc., were incurred.

25. GOVERNMENTAL REGULATIONS: Tenant shall faithfully observe in the use of the Leased Premises all municipal and county ordinances and codes and state, local and federal statutes or laws, rules, regulations, or other governmental requirements now in force or which may hereafter be in force.
26. FIRE OR CASUALTY: In the event the building shall be destroyed, or so damaged, or injured by fire or other casualty during the term of this Lease whereby the Leased Premises shall be rendered untenable, the Landlord shall have the right to render the Leased Premises tenantable by repairs within one hundred eighty (180) days therefrom or the Tenant may elect to cancel the Lease. If the Leased Premises are not or will not be rendered tenantable within said time, it shall be optional with either party hereto to cancel this Lease, and in the event of such cancellation, the rent shall be paid only to the date of such fire or casualty. Landlord and Tenant shall also have the option to cancel this Lease in the event the building is damaged to such an extent that Landlord elects not to repair the damage. Any cancellation shall be evidenced in writing. During any time that the Leased Premises are untenable due to causes set forth in this Section, the rent or a just and fair proportion thereof (based upon the portion of the Leased Premises that are not untenable) shall be abated.

Landlord shall not restore fixtures and improvements installed by Tenant either at the commencement of the Lease or during the leasehold term.

27. EMINENT DOMAIN: If there shall be taken during the term of this Lease any part of the Leased Premises, parking facilities or Building, other than a part not interfering with maintenance, operation or use of the Leased Premises, Landlord or Tenant may elect to terminate this Lease or to continue same in effect. If Landlord or Tenant elects to continue the Lease, the rental shall be reduced in proportion to the area of the Leased Premises so taken and Landlord shall repair any damage to the Leased Premises, parking facilities, or Building resulting from such taking. If any part of the Leased Premises is taken by condemnation or eminent domain and the Landlord or Tenant elects to continue the Lease, the rental assessment shall be reduced in proportion to the area of the Leased Premises so taken and Landlord shall repair any damage

to the Leased Premises resulting from such taking. All sums awarded or agreed upon between Landlord and the condemning authority for the taking of the interest of Landlord and/or Tenant, whether as damages or as compensation, and whether for partial or total condemnation, will be the property of the Landlord, except that Tenant shall be entitled to any award for Tenant's moving expenses or personal property (but in no event, shall Tenant be entitled to any award for the loss of the leasehold estate). If this Lease should be terminated under any provisions of this Section, rental shall be payable up to the date that possession is taken by the taking authority, and Landlord will refund to Tenant any prepaid unaccrued rent less any sum or amount then owing by Tenant to Landlord.

28. **ABANDONMENT:** If, during the term of the Lease, Tenant shall abandon, vacate or remove from the Leased Premises the major portion of the goods, wares, equipment or furnishings usually kept on said Leased Premises, and shall cease doing business in said Leased Premises, or shall suffer the rent to be in arrears, Landlord may, at its option, cancel this Lease by written notice to Tenant at Tenant's address, or Landlord may enter said Leased Premises as the agent of Tenant by force or otherwise, without being liable in any way therefore, and relet the Leased Premises with or without any furniture that may be therein as the agent of Tenant, at such price and upon such terms and for such duration of time as Landlord may determine and receive the rent and for such expenses therefore, applying the same to the payment of the sums due by Tenant, and if the full rental herein provided shall not be realized by Landlord over and above the expense to Landlord of such reletting, Tenant shall pay any deficiency provided that the Landlord has made reasonable efforts to achieve a fair lease.
29. **BANKRUPTCY:** It is agreed between the parties hereto that: if Tenant shall be adjudicated bankrupt or insolvent or take the benefit of any federal reorganization or compensation proceeding or make a general assignment or take the benefit of any insolvency law; or, if Tenant's leasehold interest under this Lease shall be sold under any execution or process of law; or if a trustee in bankruptcy or a receiver be appointed or elected or had for Tenant (whether under Federal or State Laws); or if this Lease or the Term thereof be transferred or pass to or devolve upon any persons, firms, officers or corporations other than Tenant by death of the Tenant, then and in any such event this Lease and the Term of this Lease, at Landlord's option, shall expire and end five (5) days after Landlord has given Tenant written notice of such act, condition or default and Tenant hereby agrees immediately then to quit and surrender said Leased Premises to Landlord; but this shall not impair or affect Landlord's right to maintain summary proceeding for the recovery of the possession of the Leased Premises in all cases as provided for by law. If the term of this Lease shall be so terminated, Landlord may immediately or at any time thereafter, re-enter or repossess the Leased Premises and remove all persons and property therefrom without being liable for trespass or damages.
30. **WAIVER:** Failure of Landlord to declare any default immediately upon occurrence thereof, or delay in taking any action in connection therewith, shall

not waive such default, but Landlord shall have the right to declare any such default at any time and take such action as might be lawful or authorized hereunder, in law and/or in equity. No waiver by Landlord of a default by Tenant shall be effective unless contained in a written instrument signed by Landlord.

No waiver of any term, provision, condition or covenant of this Lease by Landlord shall be deemed to imply or constitute a further waiver by Landlord of any other term, provision, condition or covenant of this Lease. The Landlord's rights under this paragraph shall apply equally to the Tenant.

31. **RIGHT OF ENTRY:** Landlord, or any of his agents, shall have the right to enter the Leased Premises during all reasonable hours, to examine the same or to make such repairs, additions or alterations as may be deemed necessary for the safety, comfort or preservation thereof, or of the building, or to exhibit the Leased Premises at any time within one hundred eighty (180) days before the expiration of this Lease. Landlord will retain pass keys and any pass codes to gain entry to the Premises. Said right of entry shall also exist for the purpose of removing placards, sign fixtures, alterations or additions which do not conform to this Lease. The Landlord's right of entry is contingent upon the Landlord providing the Tenant with reasonable prior notice of such entry.
32. **NOTICES:** Any notice to be given Landlord shall be sent to Landlord by registered mail addressed to Landlord at Landlord's Management office or to such other place or places as Landlord may specify in writing. Any notice to be given Tenant under the terms of the Lease shall be in writing and shall be sent by fax, email or registered mail to the office of Tenant in the Leased Premises or to such other place as Tenant may specify in writing.
33. **RULES AND REGULATIONS:** Tenant agrees to comply with all reasonable rules and regulations Landlord may adopt from time to time of operation of the building and parking facilities and protection and welfare of the building and parking facilities, the tenants, visitors, and occupants of the building. The present rules and regulations, with respect to which Tenant hereby agrees to comply, entitled "Rules and Regulations" (Exhibit A) are attached hereto and are by this reference incorporated herein. Any future rules and regulations shall become a part of this Lease and Tenant hereby agrees to comply with the same upon delivery of a copy thereof to Tenant, providing the same are reasonable and do not deprive Tenant of its rights established under this Lease. The Landlord's right to adopt and enforce reasonable rules and regulations herein is contingent upon such rules and regulations being non-discriminatory and provided that such rules and regulations are applied uniformly to all tenants and do not materially reduce Tenant's access to or use of the Leased Premises, Common Areas, and parking lots.
34. **CONTROL OF COMMON AREAS AND PARKING FACILITIES BY LANDLORD:** All automobile parking areas, driveways, entrances and exits thereto, Common Areas and other facilities furnished by Landlord, including all parking areas, truck way or ways, loading areas, pedestrian walkways and

ramps, landscaped areas, stairways, corridors, Common Areas and other areas and improvements provided by Landlord for the general use, in common, of tenants, their officers, agents, employees, servants, invitees, licensees, visitors, patrons, and customers, shall be at all times subject to the exclusive control and management of Landlord and Landlord shall have the right from time to time to change location and arrangement of parking areas and other facilities herein above referred to or to sell or transfer such parcels; to restrict parking by and enforce parking charges (by operation of meters or otherwise) upon visitors, patrons, and customers; to close all or any portion of said areas legally sufficient to prevent a dedication thereof or the accrual of any rights to any person or public areas, common areas or facilities; to discourage non-tenant parking; and to do and perform such other acts in and to said areas and improvements, as, in the sole judgment of Landlord, the Landlord shall determine to be advisable with a view to the convenience and use thereof by tenants, their officers, agents, employees, servants, invitees, visitors, patrons, licensees and customers. Landlord will operate and maintain the Common Areas and other facilities referred to in such reasonable manner as Landlord shall determine from time to time. Without limiting the scope of such discretion, Landlord shall have the full right and authority to designate a manager of the parking facilities and/or Common Area and other facilities who shall have full authority to make and enforce rules and regulations regarding the use of the same or to employ all personnel and to make and enforce all rules and regulations pertaining to and necessary for the proper operation and maintenance of the parking areas and/or common areas and other facilities. Reference in this Section to parking areas and/or facilities shall in no way be construed as giving Tenant hereunder any rights and/or privileges in connection with such parking areas and/or facilities unless such rights and/or privileges are expressly set forth in this Lease. Notwithstanding the Landlord's rights set forth in this paragraph, the Landlord and its manager, if any, shall make reasonable efforts to provide parking facilities sufficient to reasonably accommodate Tenant's normal operations and shall not materially reduce or restrict such parking. Landlord may adopt and enforce reasonable, non-discriminatory rules and regulations governing the use of the parking lots and Common Areas, provided that such rules are applied uniformly to all tenants and do not materially reduce Tenant's access to or use of the Leased Premises, Common Areas, and parking lots.

35. **SURRENDER OF PREMISES:** Tenant agrees to surrender to Landlord, at the end of the term of this Lease and/or upon any cancellation of this Lease, said Leased Premises in as good condition as the Leased Premises were at the beginning of the term of the Lease, ordinary wear and tear and damage by fire or other casualty not caused by Tenant's negligence, excepted. Tenant agrees that if Tenant does not surrender said Leased Premises to Landlord at the end of the term of this Lease, then Tenant will pay to Landlord two (2) times the monthly rent paid in the final month of Tenant's term hereunder for each month that Tenant holds over; in addition Tenant shall pay all damages that Landlord may suffer on account of Tenant's failure to so surrender to Landlord possession of the Leased Premises, and will indemnify and save Landlord

harmless from and against all claims made by any succeeding tenant of the Leased Premises so far as such delay is occasioned by failure of Tenant to so surrender the Leased Premises in accordance herewith or otherwise.

No receipt of money by Landlord from Tenant after termination of this Lease or the service of any suit or final judgment for possession shall reinstate, continue or extend the term of this Lease or affect any such notice, demand, suit or judgment.

No act or thing done by Landlord or its agents during the term hereby granted shall be deemed an acceptance of a surrender of the Leased Premises and no agreement to accept a surrender of the Leased Premises shall be valid unless it be made in writing and subscribed by a duly authorized officer or agent of Landlord.

36. TAXES ON TENANT'S PERSONAL PROPERTY: To the extent Tenant is not exempt under the law, Tenant shall be responsible for and pay before delinquency all municipal, county or state taxes lawfully assessed against the Tenant during the term of this Lease against any occupancy interest or personal property of any kind, owned by or placed in, upon or about the Leased Premises by the Tenant.
37. PRIOR OCCUPANCY: All provisions of this Lease shall be in full force and effect commencing upon the Commencement Date, April 15, 2026, other than any provisions involving rent, operating expenses or service charges which shall commence on the Rent Commencement Date, May 15, 2026. Notwithstanding the above language, the Tenant shall be responsible for utilities charges on the Commencement Date.
38. SHORT FORM LEASE: Tenant shall, if so required by Landlord at any time, execute a short form Lease in recordable form setting forth the name of the parties, the term of the Lease (stating the commencement of Lease term called for in Section 2), and the description of the Leased Premises, and such other matters as Landlord shall reasonably request. Unless otherwise required by law, Tenant shall not record this Lease, any memorandum thereof or reference thereto, amongst the Public Records of any County of the State of Florida without the prior written consent of Landlord. Any violation of this provision by Tenant shall be immediate default hereunder.
39. WAIVER OF TRIAL BY JURY: Landlord and Tenant hereby waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matter arising about, of or in any way connected with the Lease, the relationship of Landlord and Tenant or Tenant's use of or occupancy of the Premises.
40. DEFAULT UNDER OTHER LEASE: If the terms of any lease (or sub-lease), other than this Lease, made by Tenant and Landlord for any other space in the building, shall be terminated or terminable after the making of this Lease

because of any default by Tenant under such other lease, such default shall ipso facto, constitute a default hereunder and empower Landlord, at Landlord's sole option, to terminate this Lease as herein provided in the event of default.

41. SEVERABILITY; APPLICABLE LAW: If any terms, provision, 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 terms, provisions, 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, provision, covenant or condition of this Lease shall be valid and be enforceable to the fullest extent permitted by law. This Lease shall be construed in accordance with the laws of the State of Florida.
42. TIME: It is understood and agreed between the parties hereto that time is of the essence of all the terms, provisions, and covenants and conditions of the Lease.
43. DEFINITIONS:
  - (A) The terms Landlord and Tenant, as herein contained, shall include singular and/or plural, masculine, feminine, and/or neuter, heirs, successors, executors, administrators, personal representatives and/or assigns wherever the context so requires or admits. The terms provisions, covenants and conditions of this Lease are expressed in the total language of this Lease Agreement and the Section headings are solely for the convenience of the reader and are not intended to be all inclusive.
  - (B) Calendar Year shall be a twelve-month period ending on each December 31.
  - (C) Base Year is the Year prior to the Calendar Year in which the Lease Commencement Date occurs.
  - (D) Base Month is the month in which the lease commences.
  - (E) The Consumer Price Index is the United States Bureau of Labor Statistics data for the United States and the South Urban Miami – Ft Lauderdale Consumer Price Index is the data for Miami – Ft Lauderdale or any successor thereto published by the United States Department of Labor, Bureau of Labor Statistics; provided, that should the said Consumer Price Index or the manner of computing or reporting same be discontinued or changed, the parties shall attempt to agree upon a substitute formula, and failing such agreement the matter shall be determined by arbitration in Palm Beach Gardens under the Rules of the American Arbitration Association then prevailing.

(F) Code shall mean the City of Lake Worth Beach (County, State, or Federal) building, electrical, air conditioning, plumbing or other, as the same may be applicable.

(G) Building means the actual structure wherein the Leased Premises are located.

(H) Pro ration of rent shall be over a thirty (30) day month.

44. **TENDER AND DELIVERY OF LEASE INSTRUMENT:** Submission of this instrument for examination does not constitute an offer, right of first refusal, reservation of or option for the Leased Premises or any other space or premises in, on or about the building. This instrument becomes effective as a Lease upon execution and delivery by both Landlord and Tenant. The lease is subject to Landlord's review of Tenant's updated financial information. Tenant will provide Landlord said financial information within seven days of the Landlord's request.
45. **SERVICES:** Services requested by Tenant to be performed by Landlord, including but not limited to repairs and replacement of bulbs, light fixtures, plumbing fixtures and other requests for maintenance will be charged at Landlord's prevailing maintenance rates and paid by Tenant only if such services are outside Landlord's normal maintenance and repair obligations, including after-hours services or work necessitated by Tenant's negligence, misuse, or alterations.
46. **JANITORIAL & PEST SERVICES:** Tenant shall be responsible for contracting with and payment of janitorial & pest services within their Premises to a quality standard commensurate with other similar quality buildings in the area and in accordance with written building standards contingent upon the Tenant's receipt of such standards from the Landlord.
47. **WRITTEN AGREEMENT; APPROVAL CONTINGENCY:** This Lease contains the entire agreement between the parties hereto and all previous negotiations leading thereto, and it may be modified only by an agreement in writing signed by Landlord and Tenant. No surrender of the Leased Premises or of the remainder of the terms of the Lease shall be valid unless accepted by Landlord in writing. Tenant acknowledges and agrees that Tenant has not relied upon any statement, representation, prior written or prior contemporaneous oral promises, agreements or warranties except such as are expressed herein. This Lease and the obligations of the Tenant hereunder are expressly contingent upon the approval of this Lease by the City Commission of the City of Lake Worth Beach, Florida.
48. **RIGHT TO SELL CONDOMINIUM UNITS:** Landlord reserves the right to cause the building and surrounding property, including the leasehold premises, to be converted to a condominium to be created by the Landlord as may be reasonably necessary regarding the creation of the condominium and agrees to execute any and all documents which may be required to create

said condominium, provided that such action required by the Tenant shall be at no cost to the Tenant, nor shall it adversely affect Tenant's business and quiet enjoyment of the Leased Premises.

49. **LIMITATIONS OF LANDLORD'S PERSONAL LIABILITY:** Tenant specifically agrees to look solely to Landlord's interest in the building for the recovery of any judgment from Landlord, it being agreed that Landlord (and any partners of Landlord and any trustees, officers, shareholders or employees of Landlord) shall never be personally liable for any such judgment. The provisions contained in the foregoing sentence are not intended to, and shall not, limit any right that Tenant might otherwise have to obtain injunctive relief against Landlord or Landlord's successors in interest, or any other action not involving the personal liability of Landlord's to respond in monetary damages from assets other than Landlord's interest in the Building of any suit or action in connection with enforcement or collection of amounts which may become owing or payable under or on account of insurance maintained by Landlord.
50. **SMOKING:** This is a non-smoking building. Tenant and its employees shall smoke outside the building. Under no circumstances shall Tenant allow its employees to smoke in the suite, hallways, stairwells, entryway, or elevators of the building. Tenant and its employees shall not leave remnants or partially smoked items on the grounds except in receptacles specifically designed for the purpose.
51. **BROKERAGE:** Each party represents and warrants to the other that it has not made any agreement or taken any action which has not already been disclosed and which may cause anyone to become entitled to a commission as a result of the transactions contemplated by this Lease, and each will indemnify and defend the other from any and all claims, actual or threatened, for compensation by any such third person by reason of such party's breach of its representation or warranty contained in this Section.
52. **OCCUPANCY:** Tenant shall not allow occupancy of the Premises to exceed applicable city or county zoning and safety rules.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.  
SIGNATURE PAGE FOLLOWS.]**

IN WITNESS WHEREOF, the parties hereto have signed and delivered this Lease in duplicate at Palm Beach County, Florida, on the date written above.

**LANDLORD:**

Irving Pearl & Son, LTD

\_\_\_\_\_  
By: Bill Reichel, President  
Reichel Realty & Investments, Inc.

WITNESS:

\_\_\_\_\_

WITNESS:

\_\_\_\_\_

**TENANT:**

**CITY OF LAKE WORTH BEACH, FLORIDA**

ATTEST:

By: \_\_\_\_\_  
Betty Resch, Mayor

By: \_\_\_\_\_  
Melissa Ann Coyne, City Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL SUFFICIENCY:

By: \_\_\_\_\_  
Glen J. Torcivia, City Attorney

By: \_\_\_\_\_  
Yannick Ngendahayo, Financial Services Director

## **EXHIBIT A**

### **RULES AND REGULATIONS**

1. Landlord reserves the right to refuse access to any persons Landlord in good faith judges to be a threat to the safety, reputation, or property of the building and its occupants.
2. Tenant shall not suffer or permit the obstruction of any Common Areas, including driveways, walkways, stairways, and doorways of the building. These shall not be obstructed or used for any purpose other than ingress to and egress from the units. No furniture, equipment, or other personal articles shall be placed in the entrances, stairways or other common elements.
3. No exterior of any premises or the windows or doors thereof or any other portions of the common elements shall be painted or decorated in any manner by any Tenant. No sign, notice, lettering, or advertising shall be inscribed or exposed on or at any window, door, or at any other part of the building; nor shall anything be projected out of any window of the building. Tenant shall not be allowed to put their names on any entry to the building or entrance to any unit, except in the proper place provided by the Landlord for such purpose. No protective window film, shades, awnings, window guards, ventilators, fans or air-conditioning devices shall be used in or about the building or common elements except such as shall have been approved in writing by Landlord.
4. No Tenant shall make or permit any noise or objectionable odor that will disturb or annoy the occupants of any of the premises in the building or do or permit anything to be done therein which will unreasonably interfere with the rights, comfort, or convenience of other Tenants.
5. Each Tenant shall keep his unit in a good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors or windows thereof, any dirt or other substances. Front entry areas and sidewalk shall be kept broom clean. All garbage and refuse from the building shall be deposited with care in receptacles intended for such purpose only at such times and in such manner as Landlord may direct. Disposal for all garbage that is not in the course of normal day to day operations -- i.e. shipping boxes for computers printers, filing cabinets, and other large items -- must be handled by tenant at tenant's cost.
6. Water closets and other water apparatus in the building shall not be used for any purpose other than those for which they were constructed nor shall any sweepings, rubbish, rags, paper, ashes, or any other article be thrown into the same. Any damage resulting from misuse of any water closet or other apparatus shall be paid for by the Tenant causing such damage.
7. The agents of the Landlord and any contractor or workman authorized by the Landlord may enter any unit at any reasonable hour of the day, with reasonable prior notice to the Tenant, for any purpose permitted under the terms of the Lease or Building Rules. No Tenant shall engage any employee of the Landlord for any private business of the Tenant without prior consent of the Landlord. Tenant shall not employ any service or contractor for services or work to be performed in the building, except as approved by Landlord.

8. No bird or animal shall be kept or harbored in the building unless the same in each instance be expressly permitted in writing by the Landlord. In no event shall dogs be permitted in any of the public portions of the buildings or development unless carried or on a leash. The Tenant shall indemnify the Landlord and hold it harmless against any loss or liability of any kind or character whatsoever arising from or as a result of having any animal in the building. Notwithstanding the foregoing, service animals as defined under the ADA and applicable Florida law shall be permitted in the Leased Premises provided such animals are under the control of their handlers at all times.
9. The Tenant shall be permitted to install and operate a non-permanent radio antenna ("Antenna") at the Premises, consisting of a weighted base and a pole not to exceed approximately seven (7) feet in height. The Tenant shall install the Antenna at a location acceptable to the Landlord. The Antenna shall not require any drilling, fastening, or other physical attachment to the building, and it will not interfere with other tenants' use of the building. Upon expiration or earlier termination of this Lease, the Tenant will promptly remove the Antenna and restore the building to its prior condition, reasonable wear and tear excepted. Other than the Antenna described herein, no radio or television aerial shall be attached to or hung from the exterior of the building without written approval by the Landlord.
10. The Landlord shall retain a passkey to each unit. No Tenant shall alter any lock on any door leading into his unit without prior consent of the Landlord. Tenant shall not alter any lock or install new or additional locks or bolts to the common areas of the property.
11. No Tenant, or any employee or any client, visitor, or guest of a Tenant shall be allowed on the roof of the building without the express permission of the Landlord.
12. All damage to the building or common elements caused by the moving or carrying of any article therein shall be paid by the Tenant responsible for the presence of such article.
13. No Tenant shall interfere in any manner with any portion of the electrical system and lighting apparatus which are part of the common elements and not part of the Tenant's.
14. No Tenant shall use or permit to be brought into the building any flammable oils or fluids such as gasoline, kerosene, naphtha, benzene or other explosives or any hazardous materials or articles deemed hazardous to life, limb or property.
15. The Tenant must keep the interiors of the leased premises clean and free from obstructions. The Landlord assumes no liability for loss or damage to articles stored or placed in the building unless such loss or damage arises from the Landlord's negligence or willful misconduct.
16. Tenant shall be held responsible for the negligent and wrongful acts or omissions of its employees and damages caused thereby as authorized in section 768.28, Florida Statutes.
17. Complaints regarding the management of the building and grounds or regarding the actions of other Tenants shall be made in writing to the Landlord.
18. Parking of motor vehicles, including motorcycles, mopeds, trailers, or bicycles by Tenant, its employees, guests, clients, or visitors shall be only in the space designated

as parking; no unattended vehicle shall at any time be left in such a manner as to impede the passage of traffic or to impair proper access to parking areas. No repair, cleaning, or maintenance of motor vehicles, including motorcycles, mopeds, trailers, or bicycles shall occur on the property, with exception of emergency repair to have vehicle removed to a qualified repair facility. No storage of motor vehicles, including motorcycles, mopeds, trailers, bicycles or any objects shall be permitted on the driveway and parking areas and the same shall at all times be kept free of unreasonable accumulation of debris or rubbish of any kind.

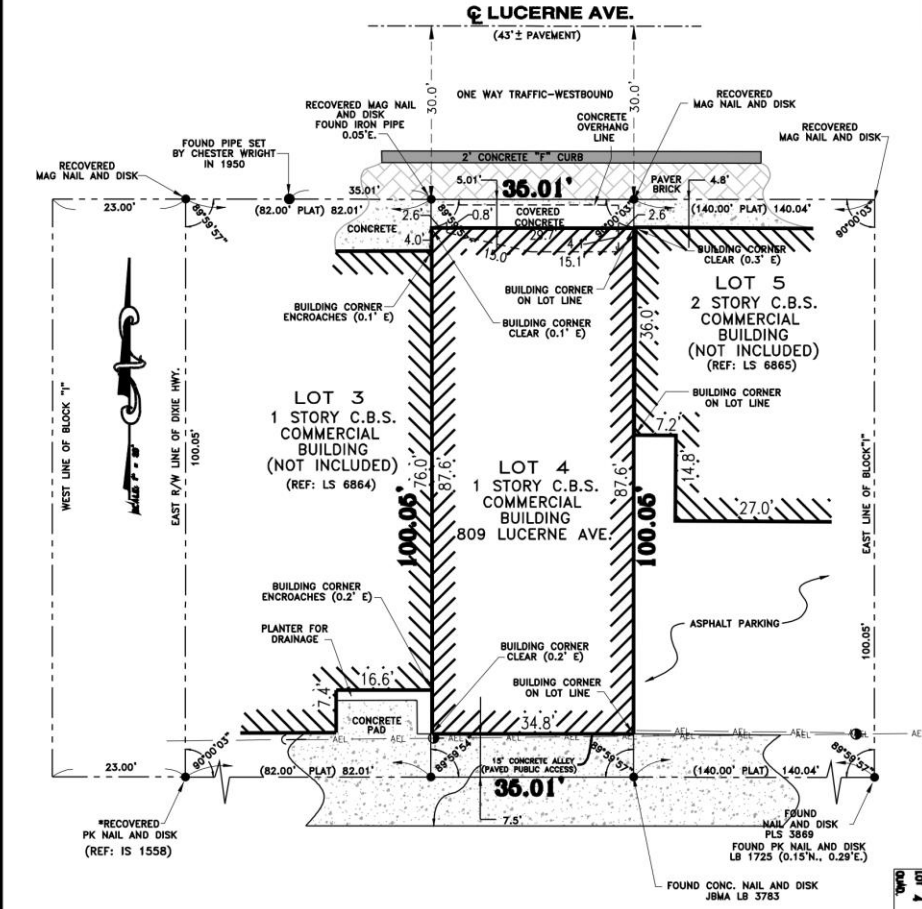
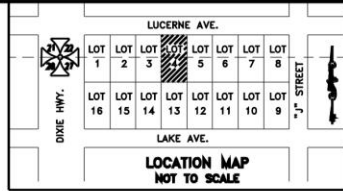
19. Supplies, goods, and packages of every kind are to be delivered in such a manner as the Landlord or its agents may prescribe and the Landlord is not responsible for the loss or damage of any such property unless such loss or damage arises from the Landlord's negligence or willful misconduct.
20. No unit shall be used or occupied in such manner as to obstruct or unreasonably interfere with the enjoyment of other occupants, or other residents of adjoining units, nor shall any nuisance or immoral or illegal activity be committed or permitted to occur in or about any unit or upon any part of the common element of the property.
21. The common elements are intended for use for the purpose of affording vehicular and pedestrian movement within the property and of providing access to the units. No part of the common elements shall be obstructed so as to interfere with its use for the purposes herein above recited nor shall any part of the common elements be used for general storage purposes, nor anything done thereon in any manner which shall increase the rate of hazard and liability insurance covering said area and improvements situated thereon.
22. Tenant shall be responsible for the inappropriate use of any toilet rooms, plumbing or other utilities located within the Leased Premises and caused by the Tenant's employees. No foreign substances of any kind are to be inserted therein.
23. Tenant shall not deface the walls, partitions or other surfaces of the premises or Office Building Project.
24. Furniture, significant freight and equipment shall be moved into or out of the building only with the Landlord's knowledge and consent, and subject to such reasonable limitations, techniques and timing, as may be designated by Landlord. Tenant shall be responsible for any damage to the Office Building Project arising from any such activity caused by the Tenant, its employees or contractors. Tenant may be asked to provide a reasonable deposit against possible damage resulting from movements of the aforementioned.
25. Landlord reserves the right to close and lock the common elements of the Building on Saturdays, Sundays and legal holidays, and on other days between the hours of 6:00 P.M. and 6:00 A.M. of the following day. If Tenant uses the Premises during such periods, Tenant shall be responsible for securely locking any doors it may have opened for entry. The Landlord shall provide the Tenant with reasonable prior notice before any closing and locking event that does not fall on a Saturday, Sunday or legal holiday and shall provide the Tenant with a list of all affected legal holidays.
26. Tenant shall return all keys at the termination of its tenancy and shall be responsible for the cost of replacing any keys that are lost.

27. No Tenant, employee or invitee shall go up on the roof of the building.
28. Tenant shall not suffer or permit smoking or carrying of lighted cigars or cigarettes in areas reasonably designated by Landlord or by applicable governmental agencies as non-smoking areas.
29. Tenant shall not use any method of heating or air conditioning other than as provided by Landlord unless the Landlord's method of heating or air conditioning fails for more than 24 hours.
30. Tenant shall not install, maintain or operate any vending machines upon the Premises without Landlord's written consent.
31. The Premises shall not be used for loading or manufacturing, cooking or food preparation, except for warming of snacks and beverages in a microwave oven.
32. Tenant shall comply with all safety, fire protection and evacuation regulations established by Landlord or any applicable governmental agency.
33. Tenant assumes all risks from theft or vandalism and agrees to keep its Premises locked as may be required.
34. Landlord reserves the right to waive any one of these rules or regulations, and/or as to any particular Tenant, and any such waiver shall not constitute a waiver of any other rule or regulation or any subsequent application thereof to such Tenant.
35. Landlord reserves the right to make such other reasonable rules and regulations as it may from time to time deem necessary for the appropriate operation and safety of the Building Project and its occupants. Tenant agrees to abide by these rules and regulations as long as the Tenant is provided prior notice of any new rules and regulations. These Building Rules may be added to or repealed at any time by the Landlord at Landlord's sole discretion.

**LEGAL DESCRIPTION:**

LOT 4, BLOCK 1, TOWN OF LAKE WORTH,  
ACCORDING TO THE PLAT THEREOF, RECORDED  
IN PLAT BOOK 2, PAGE 29, PUBLIC RECORDS  
OF PALM BEACH COUNTY, FLORIDA.

CONTAINING 3503 SQUARE FEET,  
(0.080 ACRES) MORE OR LESS



**NOTES:**

- PLATTED LOT DIMENSIONS ARE 35' x 100' AT 90°
- LOT LOCATED IN F.I.R.M. FLOOD ZONE X
- ALL DISKS AND CAPS SET OR RECOVERED ARE INSCRIBED: ADAIR & BRADY, INC.
- UNDERGROUND OR INVISIBLE IMPROVEMENTS NOT LOCATED OR SHOWN HEREON.

**LEGEND**

- AEL - AERIAL ELECTRIC LINE
- ⊙ = WOOD POWER POLE
- = GUY ANCHOR
- R/W = RIGHT-OF-WAY
- P.C. = POINT OF CURVATURE
- P.T. = POINT OF TANGENCY
- \* = POINT DESTROYED

THIS SURVEY OF THE PROPERTY SHOWN HEREON IS IN ACCORDANCE WITH THE DESCRIPTION FURNISHED BY: **BILL PEARL**  
NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THIS OFFICE FOR THE ACCURACY OR OMISSIONS OF THE DESCRIPTION FURNISHED.  
WE HEREBY CERTIFY THAT THE PLAT SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY OF THE PROPERTY DESCRIBED IN THE CAPTION THEREOF, MADE UNDER OUR DIRECTION, AND IS ACCURATE TO THE BEST OF OUR KNOWLEDGE AND BELIEF, AND THAT THERE ARE NO APPARENT ENCROACHMENTS UNLESS SHOWN. THE UNDERSIGNED FURTHER CERTIFIES THAT THIS SURVEY MEETS THE TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF LAND SURVEYORS, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.  
FRS & ASSOCIATES, INC. LB 4241

**Dennis Painter, RLS**

BY: \_\_\_\_\_ FOR THE FIRM  
DENNIS PAINTER  
REGISTERED LAND SURVEYOR, FLORIDA CERTIFICATE NO. 3542  
NOT VALID WITHOUT EMBOSSED SURVEYOR'S SEAL AFFIXED

**F.R.S. & ASSOCIATES, INC.**  
LAND SURVEYORS AND LAND PLANNERS  
CERTIFICATE OF AUTHORIZATION NO. LB 4241  
2257 VISTA PARKWAY, SUITE 4  
WEST PALM BEACH, FLORIDA 33411  
PHONE (561)478-7178 FAX (561)478-7922

SCALE: 1" = 20'  
DATE: 02-28-02  
DRAWN BY: S.P.  
APPR. BY: D.P.  
F.B. L-34  
PGS. 28,29  
**BOUNDARY SURVEY**  
FOR  
**BILL PEARL**

CADD REF.  
1\DRAWING\BILL PEARL AND  
SONS LTD\SHEET01\JOB.DWG  
JOB NUMBER:  
**22-044**  
SHEET 1 OF 1