AMENDED AND RESTATED AGREEMENT

THIS AMENDED AND RESTATED AGREEMENT ("Agreement") is made and entered into by and between **CITY OF LAKE WORTH,** a political corporation of the State of Florida, hereinafter referred to as "City", and **COMPASS, INC.,** a Florida corporation not-for-profit, hereinafter referred to as "Compass".

WITNESSETH

Pursuant to agreement dated May 16, 2007 (the "Prior Agreement"), City granted to Compass the use of the following premises: City-owned property located at 202 North H Street, Lake Worth, Florida, Parcel Control Number 38-43-44-21-15-054-0010 (the "Property").

1. COMMENCEMENT DATE; TERM:

A. On the 1st day of April, 2010 (the "Commencement Date"), the Prior Agreement shall be amended in its entirety, save and except any accrued and unsatisfied obligation of Compass under the Prior Agreement which shall survive and shall remain a continuing obligation binding upon Compass, and the City shall grant Compass the use and occupancy of the Property on the terms and conditions set forth in this Agreement.

B. The term of this Agreement shall expire on May 1, 2028.

C. Upon the expiration or other termination of this Agreement, Compass shall deliver possession of the Property to City "broom clean" and in good condition and repair, ordinary wear and tear excepted.

D. Compass acknowledges that the remaining useful life of the building at the Property may be less than the term of this Agreement. City shall not be obligated to replace the building.

City acknowledges that Compass has made a substantial investment to the property based on a shared commitment to maintain the facility as a community center to include the operation of Compass' programs. Programs involve outreach, health and social services, education, recreation, and counseling and family support benefitting youth and adults regardless of sexual orientation or gender identity and/or expression.

2. RENT:

A. On the Commencement Date, Compass shall begin to pay rent (the "Rent") for the use and occupancy of the Property. The Rent shall be Nineteen Thousand Four Hundred Forty Four and 56/100 Dollars ($19,444.56) per year.

B. Rent shall be paid in equal monthly installments of One Thousand Six Hundred Twenty and 38/100 Dollars ($1,620.38), in advance, beginning on the Commencement Date and continuing on the first day of each and every calendar month during the term. For any fractional month or year at the beginning or end of the term, Rent and any other charges hereunder

payable by Compass shall be prorated. All payments of Rent or charges deemed rent shall be accompanied by Compass' payment of sales tax, if applicable.

C. Rent shall be made payable to City of Lake Worth and shall be sent to City of Lake Worth, Finance Department, 7 North Dixie Highway, Lake Worth, Florida 33460-3787. Any installment not received within ten (10) days after the date due shall bear interest at the highest rate allowed by law from the due date thereof. This provision shall not obligate City to accept late payments or provide Compass a grace period beyond the requirements of Section 19.A(i) herein.

D. Compass shall pay the operating, maintenance, and minor repair expenses of the Property as well as water, sewer, electricity, HVAC and trash removal. Compass shall contract directly with utility providers for service, all of which shall be at Compass' expense, the cost of which shall be paid by Compass prior to delinquency. Compass shall also arrange on its own janitorial services at Compass' expense.

3. **USE OF PREMISES:** Compass' use of the Property shall be as outlined in the proposal presented to City on October 17th, 2006 by HomeRule Strategies, LLC on Compass' behalf (the "Permitted Use"), subject to the following provisions:

A. Compass' use of the Property includes the operation of Compass' programs which include outreach, health and social services, youth and family services, education, recreation, counseling and family support programs for Lake Worth and the surrounding area.

B. Compass and City have agreed that the Property may be used for City-sponsored meetings and recreational activities subject to the scheduling of Compass' regular programs and as approved by Compass, such approval not to be unreasonably withheld, conditioned or delayed.

C. Compass and City have agreed that City may use the Property as a distribution point for City residents during times of declared emergencies within City. City will provide the staffing necessary to operate the distribution point with volunteer assistance from the employees and members of Compass.

D. If the Property is used for any other purpose unrelated to Compass' business, City shall have the option of immediately terminating this Agreement.

4. **COMPLIANCE WITH LAW:** Compass, at its expense, shall comply with all governmental laws, ordinances, and regulations applicable to the Property and Compass' use of the Property, and shall promptly comply with all governmental orders and directives for the correction prevention

and abatement of nuisance in or upon or connected with the Property, including, but not limited to, ADA compliance.

5. **ACCEPTANCE BY COMPASS:** Prior to the execution of this Agreement, Compass acknowledges that Compass has examined the Property, has approved the current condition of the Property, and accepts the Property in its current "as is" condition in all respects, and subject to any and all faults or defects, without warranty or representation by City of any type or nature, including any warranty of suitability for the Permitted Use.

6. **MAINTENANCE BY COMPASS:**

A. The City, at its sole cost and discretion, shall replace the structural and major systems of the Property, including, but not limited to, HVAC, roof, foundation, slab, plumbing, walls, including all exterior windows ("Major Repairs").

B. Compass shall maintain all other portions of the Property, including the Property's parking areas and exterior grounds and landscaping, all of which Compass shall maintain in good repair and condition. Compass will regularly cause all rubbish, trash, and debris to be removed from the Property. City is not required to perform any maintenance, repairs, replacements or improvements to the Property of any type or nature, all such obligations being assumed by Compass herein.

C. In the event Compass shall fail to maintain the Property as required herein, City shall have the right, but not the obligation, after not less than five (5) days prior notice to Compass, to cause repairs or corrections to be made and the cost thereof shall be payable by Compass to City on the date the next succeeding payment of Rent is due following the City's delivery to Compass of an invoice for such repairs or corrections.

7. **ALTERATIONS, ADDITIONS AND IMPROVEMENTS:**

A. Compass shall not create any openings in the roof or exterior walls, nor make any structural alterations, additions, or improvements to the Property without City's prior written consent, which consent may be withheld in City's sole discretion. Subject to Compass' compliance with all applicable governmental laws, ordinances, and regulations in making any alterations or additions. Compass may, at its expense, otherwise renovate, remodel, decorate and furnish the Property at its discretion. Subject to the following subsection B., Compass shall have the right, at its option, to remove at the termination of this Agreement all such items so installed, provided Compass restores the Property to its original condition before such addition or installation.

B. All alterations, additions or improvements made by Compass that are permanently attached to the real estate become the property of City at the

termination of this Agreement, or City, at its option, may require Compass to remove such alterations, additions or improvements and restore the Property to its original condition.

8. **GROUNDS:** During the term to this Agreement, Compass shall keep and maintain the grounds and parking area of the Property in good repair and condition.

9. **PARKING:** During the term of this Agreement, Compass shall be solely responsible for controlling all parking used in connection with the Property.

10. **SIGNS:** Any signage on the Property shall be subject to City's approval. Compass will be responsible for obtaining all permits required for the construction of signage and for all signage production and installation costs.

11. **INSURANCE:**

A. The City may maintain during the term of this Agreement public liability insurance in an amount determined by the City, in its sole discretion, providing the City with coverage from any and all claims for injury and damage to persons or property or for the loss of life or property occurring in, on or about the Property (the "Liability Coverage").

B. The City may also, during the term of this Agreement, insure the Property and any improvements on the Property against loss or damage by fire and/or any other casualty in an amount up to the full replacement cost as the City may determine in its sole discretion (the "Casualty Coverage").

C. Compass also agrees that it shall during the full term of this Agreement, and at its own expense, keep its contents and personal property located on the Property fully insured against loss or damage by fire and/or any other casualty and does hereby release and waive on behalf of itself and its insurer, by subrogation or otherwise, all claims against City arising out of any fire and/or any other casualty.

12. **WAIVER OF SUBROGATION:** Compass waives any and every claim which arises or may arise in its favor and against City during the term of this Agreement, or any renewal or extension thereof, for any and all loss of, or damage to, any of its property located within or upon, or constituting a part of, the Property, which loss or damage is covered by valid and collectible fire and extended coverage insurance policies, to the extent that such loss or damage is recoverable under said insurance policies. Such waiver shall be in addition to, and not in limitation or derogation of, any other waiver contained in this Agreement with respect to any loss of, or damage to, the property of Compass. Inasmuch as the above waiver precludes the assignment of any aforesaid claim by way of subrogation (or otherwise) to an insurance company (or by any other person), Compass

agrees to immediately give each insurance company which has issued to it policies of fire and extended coverage insurance, written notice of the terms of said waiver, and to have said insurance policies properly endorsed, if necessary, to prevent the invalidation of said insurance coverages by reason of said waivers.

13. **CITY'S RIGHT OF ENTRY:** City shall have the right, with reasonable notice to Compass, to enter the Property for the purposes of inspection, including conducting an environmental assessment. Such assessment may include but would not be limited to: surveying; sampling of building materials, soil and groundwater; monitoring well installations; soil excavation; groundwater remediation; emergency asbestos abatement; operation and maintenance inspections; and any other action which might be reasonable and necessary. City's right of entry shall not obligate inspection of the Property by City, nor shall it relieve Compass of its duty to maintain the Property. In the event of emergency due to a release or suspected release of hazardous waste on the Property, City shall have the right of immediate inspection, and the right, but not the obligation, engage in remedial action, without notice.

14. **FIRE AND CASUALTY DAMAGE:**

A. If the Property should be damaged or destroyed by fire, hurricane, tornado, or other casualty, Compass shall give immediate written notice thereof to City.

B. If the improvements to the Property are damaged but not rendered untenantable for the Permitted Use, the City, at its expense, shall commence efforts to repair as soon as reasonably possible, and shall prosecute the repair work diligently until completed. Unless City's gross negligence was the sole cause of such damage, Compass shall not be entitled to a partial abatement of Rent for the portion of the Property rendered untenantable.

C. In the event the improvements to the Property are materially damaged (i.e. the cost to repair exceeds 35% of the Property's building value) and City makes a decision not to rebuild, then upon notice from City to Compass, this Agreement shall terminate as if the date of such damage or destruction was the expiration date, all Rent and other sums payable by Compass hereunder shall be apportioned and paid through the date of such damage, and all insurance proceeds available by such loss shall be paid to City.

15. **CONDEMNATION:**

A. If the premises or any part of the premises or any estate therein, or any other part of the building materially affecting Compass' use of the premises is taken by eminent domain or inverse condemnation, this lease shall terminate on the date when title vests pursuant to such taking. The rent shall be apportioned as of the termination date and any rent paid for any period beyond that date shall

be repaid to Compass. Compass shall not be entitled to any part of the award for such taking or any payment in lieu of such taking, but Compass may file a claim for any taking of fixtures and improvements owned by Compass and for moving expenses.

B. Compass hereby waives and relinquishes any legal rights and monetary claims which it might have for full compensation, or damages of any sort, including but not limited to special damages, severance damages, removal costs or loss of business profits resulting from its loss of occupancy of the Property, or adjacent properties owned or leased by it, when any or all such properties are taken by eminent domain proceedings or sold under threat thereof. This waiver and relinquishment applies whether (i) this Agreement is still in existence on the date or taking or sale; or, (ii) has been terminated prior thereto.

16. **HOLD HARMLESS:** Compass shall indemnify, defend and hold City harmless from suits, actions, damages, liability and expense in connection with loss of life, bodily or personal injury or property damage arising from or out of any occurrence in, upon, at or from the Property or Compass' occupancy or use of Property, or any part thereof, unless occasioned wholly by the gross negligence of City.

17. **ASSIGNMENT AND SUBLETTING:** Compass shall not have the right to assign this Agreement or sublet Property, in whole or in part, to any person or entity, without City's prior written consent, which consent may be withheld in City's sole discretion.

18. **HOLDING OVER:** Should Compass, or any of its successors in interest, hold over the Property or any part thereof with out City's consent after the expiration or other termination of this Agreement, unless otherwise agreed in writing, such holding over shall constitute and be construed as tenancy from month to month only, at monthly rental equal to one hundred fifty percent (150%) of the Rent paid, or that was to be paid, for the month preceding such expiration or termination.

19. **DEFAULT BY COMPASS:**

A. The following events shall be deemed to be events of default by Compass under this Agreement:

(i) Compass shall fail to pay any installment of the Rent, Additional Rent or other monetary amount on the date the same is due and such failure shall continue for a period of five (5) days after written notice from City to Compass.

(ii) Compass shall fail to comply with any term, condition or covenant of this Agreement, other than payment of Rent or other monetary amount, and shall not cure such failure within fifteen (15) days after written notice thereof to Compass. Provided, however, the notice and cure provision of

this Section 19.A.(ii) shall not apply to a termination of this Agreement pursuant to Section 3.D. herein.

(iii) Compass shall file petition under any section or chapter of the National Bankruptcy Act, as amended, or under any similar law or statute of the United States or any State thereof; or Compass shall be adjudged bankrupt or insolvent in proceedings filed against Compass thereunder.

(iv) A receiver or trustee shall be appointed for all or substantially all of the assets of Compass.

B. Upon the occurrence of any of such events of default without timely cure, City shall have the option to pursue any one or more of the following remedies without any notice or demand whatsoever:

(i) Terminate this Agreement, in which event Compass shall immediately surrender the Property to City, and if Compass fails to do so, City may, without prejudice to any other remedy which it may have for possession or arrearages in Rent, enter upon and take possession of Property and expel or remove Compass and any other person who may be occupying said Property or any part thereof, by force if necessary, without being liable for prosecution of any claim or damages therefore; or

(ii) Enter upon and take possession of the Property without terminating this Agreement and expel or remove any person who may be occupying said Property or any part thereof, by force if necessary, without being liable for prosecution or any claim for damages therefore, and re-let the Property and receive the rent therefore.

(iii) Upon City taking possession of the Property pursuant to either sections (i) or (ii) above, City may, as its option, re let the Property or any part thereof, as City or as the agent of Compass, and Compass shall pay City the amount by which the rent reserved herein for the balance of the Term, less the rent received by City, if any, following the re letting of the Property for the Term as the same becomes due. The Rent and all other charges due from Compass to City herein shall remain payable as they would have come due under this Agreement. Compass shall reimburse City for all costs incurred by City in performing any repairs, alterations or replacements necessary or caused either by Compass' vacating the Property without complying with Section 1.C. of this Agreement or incurred by City in the re letting of the Property.

20. CITY'S DEFAULT AND COMPASS' REMEDIES: If City breaches or defaults in the performance of any of its covenants, agreements or obligations contained in this Agreement and fails to remedy the same within thirty (30) days after written notice thereof from Compass to City, or if such default cannot be cured within thirty (30) days City fails to commence such cure and once commenced diligently pursued such cure to

completion, then Compass may, as its sole and exclusive remedy, terminate this Agreement and vacate the Property.

21. **EXECUTION; QUIET ENJOYMENT:** City and Compass warrant that they have full right and power to execute and perform this Agreement and to grant the estate demised herein. On payment of the Rent and performing the covenants herein contained, Compass shall peaceably and quietly have, hold, and enjoy the Demised Premise for the Permitted Use herein set forth during the full term of this Agreement and any extension or renewal hereof.

22. **WAIVER OF DEFAULT:** No waiver by the parties hereof of any default or breach of any term, condition or covenant of this Agreement shall be deemed to be a waiver of any subsequent default or breach of the same or any other term, condition or covenant contained herein.

23. **ATTORNEY'S FEES:** In the event that either party hereto shall bring legal action against the other party, then the prevailing party shall be entitled to reimbursement from the other party for all expenses thus incurred, including reasonable attorney's fees.

24. **FORCE MAJEURE:** City and Compass shall not be required to perform any term, condition or covenant in this Agreement so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, material or labor restrictions by any governmental authority, civil riot, floods and any other cause not reasonably within the control of City or Compass and which, by the exercise of due diligence, City or Compass is unable, wholly or in part, to prevent or overcome.

25. **EXHIBITS:** All exhibits, attachments, annexed instruments and addenda referred to herein shall be considered a part hereof for all purposes with the same force and effect as if copied at full length herein.

26. **USES OF LANGUAGE:** Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular shall be held to include the plural, unless the context otherwise requires.

27. **CAPTIONS:** The captions or headings of paragraphs in this Agreement are inserted for convenience only and shall not be considered in construing the provision hereof if any question of intent should arise.

28. **SUCCESSORS:** The terms, conditions and covenants contained in this Agreement shall apply to, inure to the benefit of, and be binding upon the parties hereto and their respective successors' interest and legal representatives, except as otherwise herein expressly provided. All rights, powers, privileges, immunities and duties of City under this Agreement, including, but not limited to, any notices required or permitted to be

delivered by City to Compass hereunder may, at City's option, be exercised or performed by City's agent or attorney.

29. **MISCELLANEOUS:**

A. Compass agrees any time and from time to time, upon not less than twenty (20) days prior written notice by City, to execute, acknowledge and deliver to City, a statement in writing certifying that this Agreement is unmodified and in full force and effect (or, if there have been modifications) and the dates to which the Rent and other charges have been paid in advance, if any, and stating whether or not City is in default, it being intended that any such statement delivered pursuant to this paragraph may be relied upon by nay party to whom such certificate may be delivered by City.

B. If because of any act or omission of Compass a mechanic's or other lien for the payment of money shall be filed against the Property, or against City (whether or not such lien or order is valid or enforceable as such), Compass shall, at Compass' own cost and expense, within thirty (30) days after notice of the filing thereof, cause the same to be canceled and discharged of record, and further shall indemnify and save harmless City from and against any and all cost, expenses, claims, losses or damages, including reasonable attorney's fees, resulting thereupon or by reason thereof.

C. Pursuant to Florida Statute 713.10, neither City nor the Property shall be subject to liens for improvements made to the Property by Compass.

D. All provisions herein contained shall bind and inure to the benefit of the respective parties hereto, their heirs, personal representatives, successors, and assigns. In the event City or nay successor-owner of the Property shall convey or otherwise dispose of the Property, all liabilities and obligations of City shall be assumed by such successor-owner as City.

E. This Agreement may be terminated, without cause, upon the mutual assent of both parties without a showing of default by either party.

30. **NOTICE:** Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered three (3) business days after being deposited in the Untied States Mail, postage prepaid, registered or certified, return receipt requested, or one (1) business day following delivery to an overnight courier service such as Federal Express, addressed to the parties hereto at the respective addresses set out opposite their names below, or at such other address as they have theretofore specified by written notice delivered in accordance herewith.

31. **HAZARDOUS MATERIALS:**

A. Compass' Indemnification. Compass agrees to indemnify, defend (with counsel reasonably acceptable to City) and hold City, its officers, employees and agents harmless from any claims, judgments, damages, penalties, fines, costs, liabilities (including sums paid in settlements of

claims) or loss including attorneys fees, consultant fees, and expert fees (consultants and experts to be selected by City) which arise during or after the term of this Agreement from or in connection with the presence of Hazardous Material in the soil, groundwater or soil vapor on or under the Property, which are the result of Compass' actions. Without limiting the generality of the foregoing, the indemnification provided by this Section shall specifically cover costs incurred in connection with any investigation of site conditions or any clear-up, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of the presence of Hazardous Material in the soil, groundwater or soil vapor on or under the Property.

B. Definitions. For the purpose of this Agreement, Hazardous Material means (i) hazardous substances or toxic substances as those terms are defined by the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. '960 et. Seq.; or the Hazardous Materials Transportation Act, 49 U.S.C. '1802, all as amended and hereafter amended; (ii) hazardous wastes as that term is defined by the Resource Conservation and Recovery Act (RCRA), 42 U.S.C. '6902 et. Seq., as amended and hereafter amended; and (iii) any pollutant or contaminant or hazardous, dangerous or toxic chemicals, materials, or substances within the meaning of any other applicable federal, state, or local law, regulation, ordinance, or requirement (including consent decrees and administrative orders) relating to or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous waste substance or material, all as amended or hereafter amended.

32. **SUBORDINATION OF LIENS:** Compass agrees that this Agreement shall at all times be subject to any financing currently or hereafter placed on the Property. This subordination is self-executing, provided, however, upon request by City, Compass agrees to execute a written confirmation of such subordination.

33. **BROKERS:** City and Compass each represent to the other that neither party has consulted a broker, salesman, or leasing agent in connection with this Agreement. Each of the parties hereto agrees to indemnify and hold the other harmless against any claim made contrary to the representation and warranty contained herein, such indemnity to include attorney's fees and costs, including attorney's fees on any appeal.

34. **WAIVER OF JURY TRIAL:** The parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Agreement.

35. **TIME IS OF ESSENCE:** Time is of the essence of all conditions of this Agreement in which time is an element.

36. **RADON:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risk 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.

37. **NO RECORDATION:** Neither party shall record this Agreement, provided, however, the City may record a short form of this Agreement containing Section 29.C herein.

38. **MODIFICATION**. Compass acknowledges that it has reviewed this Agreement, is familiar with its terms and was given an adequate opportunity to review this Agreement with legal counsel of Compass' choosing. Compass has entered into this Agreement freely and voluntarily. This Agreement contains the complete understanding of the parties with respect to the subject matter hereof. All prior understandings and agreements, oral or written, heretofore made between the parties are merged in this Agreement, which alone, fully and completely expresses the Agreement between City and Compass with respect to the subject matter hereof. No modification, waiver or amendment of this Agreement or any of its conditions or provisions shall be binding upon City and Compass unless in writing and signed by both such parties.

39. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Florida, and any applicable laws of the United States of America. Venue for disputes is Palm Beach County, Florida.

40. **DISCRIMINATION PROHIBITED**. Compass shall not, because of the race, color, sex, religious creed, sexual orientation, gender expression or identification, or national origin of any individual, refuse to hire or employ such individual, bar or discharge from employment such individual, or otherwise discriminate against such individual, with respect to compensation, tenure, terms, conditions, or privileges of employment. No person, on the ground of race, color, sex, religious creed, sexual orientation, gender expression or identification, or national origin, shall be excluded from participation in or denied the benefits of, or otherwise be subjected to discrimination in, the use of the Property. In addition, no person shall be excluded from participation in, or denied the benefits of, furnishing services or materials or constructing improvements to the Property, or otherwise be subjected to discrimination in such endeavors. Compass shall not be in default in the event Compass is legally challenging an allegation of the violation of any of the illegal discriminating practices set forth in this Section 38 and defending, indemnifying and holding City and its elected officials, employees and agents harmless respecting such action and any claims, awards, damages or costs relating thereto.

41. **IMPROVEMENTS.** During the term of the Prior Agreement, Compass completed certain improvements to the Property, including improvements necessary to bring the Property into compliance with applicable code requirements (the "Improvements"), which Improvements have become part of the real property. In consideration of Compass' Improvements to the City's Property, City has agreement to pay Two Hundred Fifty Thousand Dollars ($250,000) to Compass to partially reimburse Compass for the cost of such Improvements. Compass acknowledges that it is solely responsible for all costs of the Improvements in excess of the Two Hundred Fifty Thousand Dollars ($250,000) received from City and shall promptly pay such amount when due

[signatures on following page]

IN WITNESS WHEREOF, we have hereunto caused these presents to be executed as of the days and years hereinafter set forth.

APPROVED AS TO FORM:

Elaine A. Humphreys, City Attorney

CITY OF LAKE WORTH, FLORIDA

By: _____
René Varela, Mayor

ATTEST:

Pamela J. Lopez, City Clerk

Address: 7 North Dixie Highway
Lake Worth, FL 33460-3787

CITY OF LAKE WORTH INCORPORATED 1913 PALM BEACH COUNTY STATE OF FLORIDA

ATTEST:

By: _____
Print Name: NICOLE. L. DESROCHE
Title: CHIEF OPERATIONS OFFICER

(corporate seal)

COMPASS, INC.

By: _____
Print Name: _____
Title: CEO

Address: 201 North Dixie Highway
Lake Worth, FL 33460