



City of Pompano Beach
 Department of Development Services
 Planning & Zoning Division

P&Z#: 26-11000012

100 W. Atlantic Blvd Pompano Beach, FL 33060
 Phone: 954.786.4679 Fax: 954.786.4666

Development Application

Project Type: Variance

Submission #: VAR-2026-16

| Site Data | | | |
|--------------------|--|---|--------|
| Project Name: | Increase of Medical Usage Space | Size of property: | 5530.0 |
| Street Address: | 998 North Federal Highway, Suite 1, Pompano Beach, FL. 33062 | Number of units (Residential): | |
| Folio Number(s): | 484331000381 | Total square feet of the building* (Non-Residential): | |
| Project Narrative: | Distance Separation from Residential | | |

| Applicant | | Landowner (Owner of Record) | |
|-----------------------------------|---|-----------------------------------|---------------------------|
| Name: | Nicklaus Childrens Pediatric Specialists at Pompano Beach | Business Name (if applicable): | Ireland Company LTD |
| Title: | Medical Office | Print Name: | Ireland Company LTD |
| Street Address: | 998 North Federal Highway, Suite 1 | Street Address: | 85 Weston Road, Suite 101 |
| Mailing Address City/ State/ Zip: | Pompano Beach FL 33062 | Mailing Address City/ State/ Zip: | Weston FL 33326 |
| Phone Number: | 954-941-5731 | Phone Number: | 305-891-6806 |
| Email: | | Email: | |

| ePlan agent (if different): | |
|------------------------------|--|
| Name of ePlan agent: | |
| Email of ePlan agent: | |
| Phone Number of ePlan agent: | |



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**Owner's Certificate
Variance**

VAR-2026-16

OWNER'S CERTIFICATE

This is to certify that:

- I am the owner of the property, or
- I am authorized by the owner of the property to submit this application on their behalf and (if I am not the owner of the property) I will submit documentation that confirms my authority.

This is to certify that I am the owner of the subject lands described in this application and that I have authorized the filing of the aforesaid application.

By signing below, I agree that if the proposed development is found not in compliance with the applicable standards and minimum requirements of this Code then no building permit will be issued until those conditions the Development Services Director finds reasonably necessary to ensure compliance are met.

By signing below, I acknowledge that development applications must have a determination by the governing municipality of approved, approved with conditions, or denied within 120 days from a complete submittal for projects that do not require final action through a quasi-judicial hearing or a public meeting and within 180 days from a complete submittal for projects that do require final action through a quasi-judicial hearing or a public meeting per FL Stat § 166.033 and the Pompano Beach Code Section 155.2303.F.3. It is the responsibility of the applicant to receive all final Development Orders and receive this determination within the allotted timeframe. If the applicant fails to resubmit an application within 30 calendar days after being first notified of deficiencies of the submittal, the application shall be considered withdrawn and a \$100 non-refundable administrative fee will apply (155.2303.F.2.b). Additionally, if all required approvals are not received within the allotted timeframe the application will automatically be denied unless both the City and the applicant agree to an extension of time (155.2303.I).

By signing below, I acknowledge that lying or misrepresentation in the application can lead to revocation. (155.8402. B. *Revocation of Approval*).

Name: Eduardo Rodriguez De Varona 04/17/2026

Signature: Eduardo Rodriguez De Varona

IRELAND COMPANIES



May 14, 2026

Scott Reale, ACIP
Principal Planner
City of Pompano Beach

Re: Owner's Authorization Letter for Variance Application VAR-2026-16 for 998 N. Federal Highway ("Property").

Dear Mr. Reale:

We, IRELAND POMPANO, LTD. as the ground lessee of the 100 year ground lease on the Property, do hereby authorize Eduardo Rodriguez De Varona on behalf of Nicklaus Children's Pediatric Specialists, to act our agent in connection with the above referenced land use or zoning application and any applications related thereto.

Sincerely,

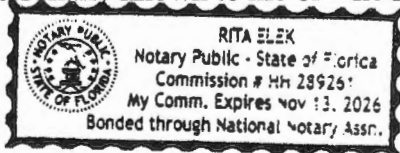
IRELAND POMPANO, LTD., a Florida limited partnership

By: IRELAND POMPANO, INC., a Florida Corporation, its General Partner

By: [Signature]
R. SCOTT IRELAND, President

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of (check one): physical presence or _____ online notarization, this 14th day of May, 2026, by R. SCOTT IRELAND, who is the President of the general partner of IRELAND POMPANO, LTD., who is personally known to me or who has produced _____ as identification.



[Signature]
Notary Public
RITA ELEK

Typed, printed or stamped name of Notary Public

My Commission Expires: Nov. 13, 2026

THIS LEASE dated this 6th day of December 2024, between IRELAND POMPANO, LTD., a Florida limited partnership as "Landlord", having its offices at c/o The Ireland Companies, 85 Weston Road, Suite 101, Weston, Florida 33326, and NICKLAUS CHILDREN'S PEDIATRIC SPECIALISTS, LLC, a Florida limited liability company as "Tenant", having its offices at 3100 SW 62nd Avenue, Miami, FL 33155.

Introductory Provisions

The following fundamental lease provisions (the "Introductory Provisions") are presented here to facilitate convenient reference by parties hereto and are incorporated into and by this reference made a part of this Lease.

- a) Tenant's Trade Name: Nicklaus Children's at Pompano Beach
- b) Original Term: Ten (10) years from the Rent Commencement Date
- c) Lease Commencement Date: To be determined pursuant to Section 1.04
- d) Lease Expiration Date: To be determined pursuant to Section 1.03
- e) Rent Commencement Date: To be determined pursuant to Section 1.04
- f) Tenant Space/Suite Number: Suites 1-4 / 998 N. Federal Highway, Pompano Beach, FL
- g) GLA in Leased Premises: Stipulated to be 5,530 sq. ft.
- h) Guarantor: Miami Children's Health System, Inc., a Florida not for profit corporation

| | | | |
|-------------------------|-------------|-----------------|----------------|
| i) Minimum Rent*: | | | |
| *Exclusive of sales tax | <u>YEAR</u> | <u>ANNUALLY</u> | <u>MONTHLY</u> |
| | 1 | \$221,200.00 | \$18,433.33 |
| | 2 | \$227,836.00 | \$18,986.33 |
| | 3 | \$234,671.08 | \$19,555.92 |
| | 4 | \$241,711.21 | \$20,142.60 |
| | 5 | \$248,962.55 | \$20,746.88 |
| | 6 | \$256,431.43 | \$21,369.29 |
| | 7 | \$264,124.37 | \$22,010.36 |
| | 8 | \$272,048.10 | \$22,670.67 |
| | 9 | \$280,209.54 | \$23,350.80 |
| | 10 | \$288,615.83 | \$24,051.32 |

- j) Percentage Rent/Breakpoint: None
- k) Security Deposit: None
- l) Renewal Options: Two (2) for five (5) years each
- m) Prepaid Rent: First month \$22,857.33

| | | |
|--|--------------------------------|-------------------------|
| n) Estimated Monthly Expenses (First Lease Year estimated amounts): | | <u>MONTHLY</u> |
| | Real Estate Taxes - \$3.35 psf | \$1,543.79 |
| | Insurance - \$2.75 psf | \$1,267.29 |
| | Fixed Common Area | |
| | Maintenance - \$3.50 psf | \$1,612.92 |
| | Utility Charges - | Tenant's Responsibility |

- o) Permitted Use: Subject to the rights of existing tenants and such tenants' successors and assigns, including those exclusive use rights, prohibited uses and restricted uses set forth in **Exhibit "G"** attached hereto, and the other requirements set forth in this Lease, Tenant shall use the Leased Premises solely for licensed pediatric healthcare, including supporting office and administrative areas, and for no other purpose.

**ARTICLE I
Grant and Term**

SECTION 1.01. Leased Premises.

In consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of Tenant to be observed and performed, the Landlord demises and leases to the Tenant, and Tenant rents from Landlord, those certain premises, now or hereafter to be erected in the multi-tenant building located at 998 North Federal Highway, Pompano Beach, Florida (the "Outparcel Building") which Outparcel Building is part of a larger center located at 960-998 North Federal Highway, Pompano Beach, Florida, hereinafter called the "Center" which premises consists of Suites 1-4 as shown on the Site Plan attached hereto as **Exhibit "A,"** containing an area stipulated to be 5,530 square feet, hereinafter called the "Leased Premises." The boundaries and location of the Leased Premises are highlighted on the site plan of the Center, which is marked **Exhibit "A"** attached hereto and made a part hereof. The Leased Premises does not include any space above the interior surface of the ceiling, nor any part of the outside surface of the exterior walls of the Outparcel Building, nor the walks or Common Areas, as the latter is defined herein.

SECTION 1.02. Use of Additional Areas.

The use and occupation by the Tenant of the Leased Premises shall include the use in common with others entitled thereto of the Common Areas (as subsequently defined), employees' parking areas, service roads, loading facilities, sidewalks and customer car parking areas, shown and depicted on **Exhibit "A,"** and other facilities as may be designated from time to time by the Landlord, and as prescribed from time to time by the Landlord. Nothing herein contained shall be construed as a grant or rental by Landlord to Tenant of the roof, the outside surface of the exterior walls, or of the common areas of the Outparcel Building or buildings in the Center, or of the walks and other common areas beyond the Leased Premises.

SECTION 1.03. Length of Term.

The term of this Lease shall be for ten (10) years and zero (0) months following the Rent Commencement Date, as defined in Section 1.04 hereof. The term of this Lease shall expire on the last day of the one hundred twentieth (120th) month following the Rent Commencement Date.

SECTION 1.04. Commencement of Rent and Term.

This Lease shall commence on the date Landlord delivers the Leased Premises to Tenant (the "**Lease Commencement Date**"), however the term and Tenant's obligation to pay rent shall commence on the earlier of (a) two hundred seventy (270) days after the Lease Commencement Date, or (b) the date Tenant opens for business from the Leased Premises (the "**Rent Commencement Date**"). Should the term of this Lease and the Tenant's obligation to pay rent commence on a day other than the first day of a month, then the term of this Lease shall commence on the first day of the following month provided, however, that the Tenant shall pay the rent for the fractional month, and thereafter the minimum rent shall be paid in equal monthly installments on the first day of each and every month in advance. All other monthly payments herein provided for shall likewise be calculated and paid for any fractional month.

SECTION 1.05. Excuse of Performance.

Neither party shall be deemed in default with respect to failure to perform any of the terms, covenants and conditions of this Lease if same shall be due to any strike, lockout, civil commotion, war-like operation, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, inability to obtain any material, service or financing, through Act of God or other cause beyond the control of that party. Notwithstanding the foregoing, the events described in this Section 1.05 shall not excuse the timely payment of Rent and other payments due from Tenant under this Lease.

**ARTICLE II
Rent**

SECTION 2.01. Minimum Annual Rent.

The Minimum Annual Rent during the term of this Lease shall be payable by the Tenant in equal monthly installments, on or before the first day of each month in advance, at the office of Landlord or at such other place designated by Landlord, without any prior demand thereof and without any deduction or set-off whatsoever, and shall be paid as follows:

| <u>YEAR</u> | <u>ANNUALLY</u> | <u>MONTHLY</u> |
|-------------|-----------------|----------------|
| 1 | \$221,200.00 | \$18,433.33 |
| 2 | \$227,836.00 | \$18,986.33 |
| 3 | \$234,671.08 | \$19,555.92 |
| 4 | \$241,711.21 | \$20,142.60 |
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| 7 | \$264,124.37 | \$22,010.36 |
| 8 | \$272,048.10 | \$22,670.67 |
| 9 | \$280,209.54 | \$23,350.80 |
| 10 | \$288,615.83 | \$24,051.32 |

SECTION 2.02. Lease Year.

The term "**Lease Year**" as used herein shall mean consecutive twelve-month periods commencing on the Rent Commencement Date of this Lease during the term of this Lease as provided in Section 1.04 above.

SECTION 2.03. ~~Percentage Rent.~~ Intentionally Deleted

SECTION 2.04. ~~Gross Receipts Defined.~~ Intentionally Deleted**SECTION 2.05. ~~Tenant's Records.~~ Intentionally Deleted****SECTION 2.06. ~~Reports by Tenant.~~ Intentionally Deleted****SECTION 2.07. ~~Right to Examine Books.~~ Intentionally Deleted****SECTION 2.08. ~~Audit.~~ Intentionally Deleted****SECTION 2.09. Real Estate Taxes and Improvement Assessments.**

Beginning on the Rent Commencement Date, Tenant shall pay as Additional Rent (as hereinafter defined) during the term of this Lease its proportionate share of all real estate and personal property taxes and assessments levied or assessed by any lawful authority against all or any portion of the real estate and improvements thereon which is now or hereafter becomes a part of the Center. The proportionate share of any and all real estate taxes and assessments applicable to the Leased Premises shall be calculated by multiplying the real estate taxes for the year then under consideration by a fraction, the numerator of which shall be the number of square feet contained in the Leased Premises and the denominator of which shall be the aggregate number of square feet of all leasable building space in the Center included in the taxes/assessments on which the subject real estate taxes and assessments were calculated by the taxing authority. In the event any governmental authority having jurisdiction shall levy any assessment against the real estate which is now or hereafter becomes a part of the Center for public betterment or improvements, Tenant shall also pay to Landlord as additional rent its proportionate share of such assessment which proportionate share shall be calculated by multiplying the total assessment by the same fraction as stated in the preceding sentence. Landlord shall have the option to take the benefit of the provisions of any statute or ordinance permitting any such assessment for public betterment or improvements to be paid over a period of time, in which case the Tenant shall be obligated to pay only the said fraction of the installments of any such assessments which shall become due and payable during the term of this Lease. Landlord shall estimate the taxes referred to in this Section 2.09 and Tenant shall pay one-twelfth (1/12th) thereof monthly in advance, together with the payment of Fixed Minimum Annual Rent. In the event that it is from time to time necessary to make an adjustment in such computation, the Landlord shall do so and the Tenant shall promptly make such payment upon being billed therefor.

SECTION 2.10. Sales, Use and Rent Taxes.

Tenant shall pay its pro rata share of all sales, use and other taxes imposed by any governmental authorities upon rents and other sums due from Tenant under this Lease. In addition, Tenant shall pay its pro rata share of sales, use and other taxes imposed by any governmental authorities on the manufacture, sale, use, transmission, distribution or other process necessary or incidental to the furnishing of sewer, water, electricity, and domestic water or other services to the Leased Premises. If Landlord has paid said taxes, Tenant shall pay its pro rata share of any rent tax or any additional rent tax imposed by any governmental authority. Notwithstanding the foregoing, as to sales tax on rent imposed by the State of Florida or any of its municipalities, so long as Tenant provides certification confirming its tax-exempt status which are acceptable to the Florida Department of Revenue and such taxing municipality, Tenant shall not be required to remit sales tax on Rent.

SECTION 2.11. Insurance.

The Landlord has purchased fire and extended coverage and public liability insurance insuring the Center. The Landlord may hereafter raise or lower such coverage in such amounts as may from time to time be prudent to Landlord within its sole direction. Such policies may insure the Center and other properties and locations; in such event, there shall be a just and equitable allocation of the insurance costs chargeable to the Center. Beginning on the Rent Commencement Date, Tenant agrees to pay to Landlord as additional rent on the first day of each and every month as Tenant's contribution toward such costs the amount obtained by computing one-twelfth (1/12th) of such annual insurance costs, multiplying the sum resulting from such computation by a fraction, the numerator of which shall be the floor area of the Leased Premises and the denominator of which shall be the aggregate number of square feet of all leasable building space in the Center. In the event that it is from time to time necessary to make an adjustment in such computation, the Landlord shall do so and the Tenant shall promptly make such payment upon being billed therefor.

SECTION 2.12. Control of Common Areas by Owner.

"**Common Areas**" (as initially constructed or as the same may at any time thereafter be enlarged or reduced) shall mean all areas, spaces, facilities, equipment, signs and special services within the Center, other than the various premises (including the Leased Premises) which are or are intended to be separately owned or leased and occupied. Common Areas do not include any other areas outside of the Center which may be made available from time to time for the use and benefit of the owners and tenants of the Center, and their invitees. Common Areas may include (but shall not be deemed a representation as to their availability) any parking areas and facilities, driveways and entrances and exits thereto, sidewalks, truckways, ramps, loading docks, delivery areas, landscaped areas, package pickup stations, parking gates and booths, access and interior roads, retaining walls, perimeter walls and fences, bus stops, lighting facilities, and other areas and improvements provided by Landlord for the general use, in common, of Tenant, its officers, agents, employees and customers. The Common Areas shall at all times be subject to the exclusive control and management of Landlord, or the Property Owner's Association, Inc. ("**Association**"), if any, pursuant to the Declarations, and Landlord or the Association shall have the right from time to time to establish, modify and enforce reasonable rules and regulations with respect to all facilities and areas mentioned in this Article.

The current Rules and Regulations are incorporated herein and attached hereto as **Exhibit "E"**.

So long as parking is not reduced, Landlord shall have the right from time to time to change the area, level, location and arrangement of parking areas and other Common Areas; to close all or any portion of said Common Areas or facilities to such extent as may, in the opinion of Landlord's counsel, be legally sufficient to prevent a dedication thereof or the accrual of any rights to any person or the public therein; to close temporarily all or any portion of the parking areas or facilities to make repairs and perform maintenance; to discourage non-customer parking; and to do and perform any other acts in and to said Common Areas and improvements as are deemed advisable by the Landlord, in its sole judgment. Landlord or the Association will operate and maintain the common facilities referred to above in such manner as Landlord or the Association, in their sole discretion, shall determine from time to time.

Notwithstanding the foregoing, (a) subject to periodic closures for maintenance or as a result of casualty or condemnation, at least 16 parking spaces for Tenant's patients shall be available 24 hours/day, 7 days per week, without charge, unless required by governmental authority, and (b) at Tenant's request and at Tenant's cost, Landlord shall install signage designating (i) one (1) parking space for emergency vehicles and (ii) two (2) parking spaces for Tenant's use ("**Tenant Parking Spaces**"); provided, however, (x) Landlord will not be required to enforce Tenant's rights to the Tenant Parking Spaces, (y) Landlord may grant similar parking rights to adjacent tenant(s), and (z) if Landlord receives an objection notice objecting to the Tenant Parking Spaces from any other tenant or tenants of the Center whose lease does not permit assigned, dedicated or reserved parking spaces, Landlord may immediately remove such signage designating the Tenant Parking Spaces.

SECTION 2.13. License.

All Common Areas and other facilities not within the Leased Premises which Tenant may be permitted to use and occupy are to be used and occupied under a revocable license, and if the amount of such areas be diminished, Landlord shall not be subject to any liability nor shall Tenant be entitled to any compensation or diminution or abatement of rent, nor shall such diminution of such areas be deemed constructive or actual eviction.

SECTION 2.14. Tenant to Pay Fixed Reimbursement Towards Shopping Center Operating Costs.

Beginning on the Rent Commencement Date, Tenant will pay to Landlord, in addition to any other rentals specified in this Lease, as further additional rent, a fixed annual fee in the amount of \$3.50 per square foot of the Leased Premises (plus sales tax thereon if required) as Tenant's contribution to the Center's operating costs, other than Taxes and insurance ("**Tenant's Fixed CAM Reimbursement**"). Tenant's Fixed CAM Reimbursement shall increase by three percent (3%) on the first anniversary of the Rent Commencement Date and thereafter, annually, on the first day of the month following each anniversary of the Rent Commencement Date. Tenant's Fixed CAM Reimbursement shall be payable in equal monthly installments on the same day and in the same manner as the payment of Minimum Rent. Tenant acknowledges and agrees that Tenant's Fixed CAM Reimbursement is an agreed-upon amount, adjusted annually by fixed percentage and not subject to actual costs; it is non-contestable, not subject to review and subject only to the adjustment as set forth in this Section 2.14. Tenant shall have no right to audit Landlord's books and records as to Operating Costs.

SECTION 2.15. Additional Rent.

In order to give Landlord a lien of equal priority with Landlord's lien for rent, and for no other purpose, any and all sums of money or charges required to be paid by Tenant under this Lease, whether or not the same be so designated, shall be considered "**Additional Rent**". If such amounts or charges are not paid at the time provided in this Lease, they shall nevertheless, if not paid when due, be collectible as additional rent with the next installment of rent thereafter falling due hereunder, but nothing herein contained shall be deemed to suspend or delay the payment of any amount of money or charges as the same become due and payable hereunder, or limit any other remedy of the Landlord. The term "**Rent**" means Minimum Annual Rent and Additional Rent.

**ARTICLE III
Condition of Leased Premises**

SECTION 3.01. Landlord and Tenant's Obligations.

Landlord shall deliver the Leased Premises in its current, "AS-IS" condition as of the Effective Date. Tenant will diligently pursue all necessary permits and approvals necessary for Tenant to open as a fully fixtured pediatric healthcare office and submit all related construction drawings to Landlord for Landlord's approval. All improvements necessary to so open shall be made in accordance with plans approved in writing by Landlord and performed in a workmanlike manner in keeping with all building codes and regulations and will in no way harm the structure of the Leased Premises or Common Areas. The Landlord reserves the right before approving any such changes, additions or alterations, to require the Tenant to hold Landlord harmless from the payment of any claims, either by way of damages or liens. The Tenant agrees to protect, indemnify and save harmless the Landlord on account of any injury to third persons or property by reason of any such changes, additions or alterations, and to protect, indemnify and save harmless Landlord from the payment of any claim of any kind or character on account of bills for labor or material in connection therewith.

SECTION 3.02. Acceptance by Tenant.

Tenant agrees that acceptance by Tenant of possession of the Leased Premises will be deemed as an acceptance of the Leased Premises in its then existing condition.

SECTION 3.03. Changes and Additions to Building.

Landlord hereby reserves the right at any time to perform maintenance operations and to make repairs, alterations or additions to the Outparcel Building and other buildings within the Center. Landlord also reserves the right to construct other buildings or improvements, including, but not limited to, structures for motor vehicle parking and the enclosing and air conditioning of sidewalks in the Center from time to time, and to make alterations thereof or additions thereto and to build additional stories on the Outparcel Building, any such other building or buildings, and to build additional buildings adjoining same. Tenant agrees to cooperate with Landlord, permitting Landlord to accomplish any such maintenance, repairs, alterations, additions or construction.

SECTION 3.04. Right to Relocate. Intentionally Deleted.

**ARTICLE IV
Conduct of Business by Tenant**

SECTION 4.01. Use of Leased Premises.

Subject to the rights of existing tenants and such tenants' successors and assigns, including those exclusive use rights, prohibited uses and restricted uses set forth in **Exhibit "G"** attached hereto, and the other requirements set forth in this Lease, Tenant shall use the Leased Premises solely for licensed pediatric healthcare, including supporting office and administrative areas, and for no other purpose (hereinafter "**Permitted Use**"). Tenant shall occupy the Leased Premises without delay upon commencement of the term of this Lease and shall conduct the business in accordance with the terms of this Lease and all applicable laws. Tenant

shall not offer services or sell, display or advertise any items or merchandise not specifically permitted by this Section 4.01. Tenant further agrees to conduct its business in the Leased Premises under the trade name "Nicklaus Children's at Pompano Beach", and under no other name or trade name, except as may be first approved by Landlord in writing.

Tenant acknowledges and agrees that the decor, appearance, character and upscale first-class operation of the Leased Premises for the Permitted Use are all material to the determination by Landlord to enter into this Lease with Tenant. Tenant acknowledges and agrees that because of the nature of the Permitted Use and location of the Leased Premises, activities in the Leased Premises may affect areas outside the Leased Premises, including without limitation, the parking areas and other parts of the Center. Tenant acknowledges and agrees to conduct its operation of the Permitted Use in such a manner that (a) its operations in the Leased Premises will be of an upscale first-class nature (b) any activities of the Tenant shall not (i) detract from the reputation of the Center (ii) interfere with the operation of the Center, or (iii) adversely affect the Landlord, the Center or other tenant's of the Center or adversely affect the value of the Center, its marketability and/or its reputation (as the term "Landlord and Center" are defined in this Lease).

Provided Tenant is open and operating from 100% of the Leased Premises as a pediatric healthcare office, and Tenant has been in good standing and has not been in default during the term of this Lease, whether or not cured, Landlord agrees that it will not enter into any other lease for space within the Center, which lease shall permit the offering of pediatric healthcare services as such tenant's primary purpose ("**Tenant's Exclusive**"). The Tenant's Exclusive shall not apply to (A) existing tenants and their successors or assigns, (B) the premises occupied by Aldi (Florida) L.L.C. labeled on the attached **Exhibit "A,"** or (C) other medical practices and operations which are not specifically offering pediatric healthcare. Further, Tenant's Exclusive shall become null and void if Tenant defaults under this Lease beyond any applicable cure period for any reason, or the Leased Premises are no longer being used primarily for pediatric healthcare services.

Notwithstanding the foregoing, Landlord shall not be considered to be in violation of this Section 4.01 if a tenant or occupant of the Center acts as a "**Rogue Tenant**", defined as another tenant or occupant of the Center (1) as to which Tenant's Exclusive is applicable as provided in this Section 4.01, (2) who violates Tenant's Exclusive, and (3) whose violation of Tenant's Exclusive also constitutes a violation of the terms of such tenant's or occupant's lease. In such event, Landlord agrees diligently to pursue commercially reasonable efforts to stop the Rogue Tenant's continued operation in violation of Tenant's Exclusive. Such efforts shall include but not be limited to taking the following action within ninety (90) days after receipt of Tenant's written notice of such violation: (x) filing of pleadings in a court of competent jurisdiction and diligently pursuing such litigation to conclusion; and (y) filing for temporary or permanent injunctive relief asking the court to stop the Rogue Tenant from violating Tenant's Exclusive.

This Lease is made expressly subject and subordinate to: (i) the terms and provisions of that certain Declaration of Access and Parking Agreement dated August 28, 2018 and recorded September 7, 2018 in Instrument #115312506 of the Public Records of Broward County, Florida ("**REA**"); (ii) those other instruments governing the use and operation of the Center as the same may be amended from time to time (the "**Restrictive Covenants**"). Notwithstanding the above, Landlord represents to Tenant that there are and will be no provisions in any such REA or Restrictive Covenants which prohibit or materially adversely interfere with or affect the use of the Leased Premises for uses set forth in Section 4.01.

SECTION 4.02. Operation of Business.

Tenant shall not be required to continuously operate in its Premises, however, in the event Tenant fails to operate for a period in excess of ninety (90) consecutive days and such failure is not the result of a casualty, condemnation, remodeling, pandemic, civil unrest, hurricane, war or act of god, then Landlord shall have the continuous right to terminate this Lease by thirty (30) days' written notice to Tenant, whereupon all duties and liabilities of Landlord and Tenant under this Lease (except those which expressly survive the expiration or earlier termination thereof) shall terminate.

SECTION 4.03. Storage, Office Space.

Tenant shall use for office, clerical or other non-selling purposes only such space in the Leased Premises as is from time to time reasonably required for Tenant's business in the Leased Premises. No auction, fire or bankruptcy sales may be conducted in the Leased Premises without the previous written consent of Landlord.

SECTION 4.04. Consent of Landlord.

Tenant shall not permit any business to be operated in or from the Leased Premises by any concessionaire or licensee without the prior written consent of Landlord, which may be withheld in Landlord's sole and absolute discretion.

SECTION 4.05 Medical Waste.

Tenant shall handle and dispose of all medical waste pursuant to all applicable ordinances, laws, rules, guidelines, regulations and statutes of any federal, state or local governmental body or agency, now existing or as from time to time promulgated, adopted or enacted in the future. Tenant shall indemnify and hold harmless the Landlord and its respective affiliates, partners, members, directors, officers, agents and employees (the "**Landlord Indemnified Parties**") from and against any and all claims arising from or in connection with any act, omission or negligence of Tenant or its partners, directors, officers, agents, employees, contractors, or subtenants relating to or arising out of the disposal of medical waste, together with all costs, expenses and liabilities in connection with each such claim or action or proceeding brought thereon, including, without limitation, all attorneys' fees and costs. In the event any Landlord indemnified Parties shall be made party to any litigation or proceeding commenced by or against Tenant, Tenant shall protect, indemnify and hold such Landlord Indemnified Parties harmless from and against all costs and expenses, including reasonable attorneys' fees and costs that may be incurred or paid by such Indemnified Party in defending any such action or proceeding. The foregoing indemnification provisions shall survive termination or expiration of this Lease.

Tenant shall contract (at Tenant's expense) with a licensed and insured medical waste disposal company to provide any required containers or storage facilities and for the removal of any and all medical waste from the Premises and provide a copy of such contract to Landlord prior to Tenant's commencement of business on the Premises. Furthermore, Tenant shall, at its own expense, procure, maintain in effect and comply with all conditions of any and all permits, licenses and other governmental and regulatory approvals required for the storage or use by Tenant or any of Tenant's partners, directors, officers, agents, employees, contractors or subtenants of medical waste at the Premises, including, without limitation, discharge of (appropriately treated) materials or wastes into or through any sanitary sewer serving the Center. Tenant shall provide to Landlord a written copy of a business policy

to be duly followed by Tenant for disposal of medical wastes that Tenant intends to generate, transport, store, treat or dispose of at the Premises, the Center or any adjacent properties.

**ARTICLE V
Security Deposit**

SECTION 5.01. Amount of Deposit.

Though no security deposit is required at the execution of this Lease, if Tenant defaults on two or more occasions in any twelve-month period, Landlord may require that a security deposit equal to two months of Rent (Minimum Rent and all other charges) be paid to Landlord as a security deposit. In such event, said deposit shall be held by Landlord, without liability for interest, and may be co-mingled with other funds of Landlord as partial security for the faithful performance by Tenant of all terms, covenants, and conditions of this Lease. If at any time during the term of this Lease any of the rent herein reserved shall be overdue and unpaid, or any other sum payable by Tenant to Landlord hereunder shall be overdue and unpaid, then Landlord may, at the option of Landlord (but Landlord shall not be required to) appropriate and apply all or any portion of said deposit to the payment of any such overdue rent or other sum. If Tenant has not been in default of this Lease, then this payment shall be applied to Minimum Rent for the first and last months of the initial Lease Term, with any balance owed for last month's Rent to be paid by Tenant at the time rent is due for the last month of the initial Term (Tenant having acknowledged that the amount prepaid for last month's Rent is an estimate based on Taxes and Insurance rates in effect on the Effective Date). If Tenant defaults under this Lease than some or all of this payment may be treated in the same manner as the security deposit.

SECTION 5.02. Use and Return of Deposit.

In the event of the failure of Tenant to keep and perform any of the terms, covenants and conditions of this Lease to be kept and performed by Tenant, then the Landlord at its option may, after terminating this Lease, appropriate and apply said entire deposit, or so much thereof as may be necessary to compensate the Landlord for all loss or damage sustained or suffered by Landlord due to such breach on the part of Tenant. Should the entire deposit, or any portion thereof, be appropriated and applied by Landlord for the payment of overdue rent or other sums due and payable by Tenant hereunder, then Tenant shall, upon the written demand of Landlord forthwith remit to Landlord a sufficient amount in cash to restore said security to the original sum deposited, and Tenant's failure to do so within five (5) days after receipt of such demand shall constitute a breach of this Lease. Should Tenant comply with all of said terms, covenants and conditions and promptly pay all of the rental herein provided for as it falls due, and all other sums payable by Tenant to Landlord hereunder, the said deposit shall be returned in full to Tenant at the end of the term of this Lease.

SECTION 5.03. Transfer of Deposit.

Landlord may deliver the funds deposited hereunder by Tenant to the purchaser of Landlord's interest in the Leased Premises, in the event that such interest be sold, and thereupon Landlord shall be discharged from any further liability with respect to such deposit.

**ARTICLE VI
Signs, Awnings, Canopies, Fixtures, Alterations**

SECTION 6.01. Installation by Tenant.

All fixtures installed by Tenant shall be new or completely reconditioned. Tenant shall not make or cause to be made any alterations, additions or improvements or install or cause to be installed any exterior signs, exterior lighting, plumbing fixtures, shades or awnings or make any changes to the storefront without first obtaining Landlord's written consent. Tenant shall present to the Landlord plans and specifications for such work at the time approval is sought. Landlord may present said plans and specifications to the Association for approval.

SECTION 6.02. Responsibility of Tenant.

All alterations, decorations, additions and improvements made by the Tenant, or made by the Landlord on the Tenant's behalf by agreement under this Lease, shall remain the property of the Tenant for the term of this Lease, or any extension or renewal thereof. The Tenant shall at all times maintain fire insurance with extended coverage in the name of the Landlord and the Tenant, in an amount adequate to cover the cost of replacement of all alterations, decorations, additions or improvements in the event of fire or extended coverage loss. Tenant shall deliver to the Landlord certificates of such fire insurance policies. Such alterations, decorations, additions and improvements shall not be removed from the Leased Premises without prior consent in writing from the Landlord. If the Tenant fails to remove such alterations, decorations and improvements and restore the Leased Premises, then upon the expiration of this Lease, or any renewal thereof, and upon the Tenant's removal from the Leased Premises, all such alterations, decorations, additions and improvements shall become the property of the Landlord and in such event should Landlord so elect, Landlord may restore the Leased Premises to its original condition, the cost of which, with allowance for ordinary wear and tear excepted, shall be borne by Tenant.

SECTION 6.03. Tenant Shall Discharge all Liens.

The interest of Landlord in the Leased Premises and the Center is not subject to liens for improvements or alterations made by Tenant. Tenant will not create, nor permit to be created, nor allow to remain as a result of any action or work done or contracted for by Tenant, any lien, encumbrance or charge levied on account of any imposition, or any mechanic's, laborer's or materialman's lien which might be, or become a lien, encumbrance or charge upon the Leased Premises or the Center. Any mechanic's, laborer's or materialman's lien shall be discharged in accordance with the following:

If any mechanic's, laborer's or materialman's lien shall at any time be filed against the Leased Premises, or the Center, as a result of any action or work done on behalf of, or contracted for by Tenant, Tenant, within ten (10) days after notice of the filing thereof, shall cause it to be discharged of record by payment, deposit, bond, or order of a court of competent jurisdiction. If Tenant shall fail to cause such lien to be so discharged within the period aforesaid, then in addition to any other right or remedy available to Landlord, Landlord may, but shall not be obligated to, discharge such lien either by paying the amount claimed to be due or by transferring same to security, and in any such event, Landlord shall be entitled, if Landlord so elects, to compel the prosecution of any action for the foreclosure of such lien by the lienor and to pay the amount of any judgment in favor of the lienor with interest,

costs and allowances. Any amount so paid by Landlord, and all costs, expenses, and fees, including without limitation attorneys' fees incurred by Landlord in connection with any mechanic's, laborer's or materialman's lien, whether or not the same has been discharged of record, together with interest thereon at one and one-half percent (1½%) per month from the respective dates of Landlord's making of the payments and incurring of the costs and expenses, shall constitute additional rent payable by Tenant to Landlord upon demand.

Nothing contained in this Lease shall be deemed or construed in any way as constituting the consent or request of Landlord to any contractor, subcontractor, laborer or materialman for the performance of any labor, or the furnishing of any materials, for any alteration, addition, improvement or repair to the Leased Premises or the Center, or as giving Tenant any right, power or authority to contract for or permit the rendering of any services, or the furnishing of any materials that would give rise to the filing of any lien against the Leased Premises, or the Center, nor to subject Landlord's estate in the Leased Premises or the Center to liability under the Mechanic's Lien Law of the State of Florida in any way.

SECTION 6.04. Signs, Awnings and Canopies.

(a) Tenant will not place or permit to be placed or maintained on any exterior door, wall or window of the Leased Premises any sign, awning or canopy, or advertising matter or other thing of any kind, and will not place or maintain any decoration, letter or advertising matter on the glass of any window or door, nor will any illuminated sign be placed in the window display area of the Leased Premises without first obtaining Landlord's written approval and consent which shall not be unreasonably withheld.

(b) Tenant shall promptly erect a sign within the specification as outlined in **Exhibit "C"** within the area designated by the Landlord. Tenant further agrees that such signs, awning, canopy, decoration, lettering, advertising matter or other thing as may be approved shall be maintained in good condition and repair at all times and shall conform to the criteria established from time to time by Landlord for the section of the Center within which the Leased Premises is located.

(c) Notwithstanding the foregoing, all signage is subject to City of Pompano Beach approval.

**ARTICLE VII
Repairs and Maintenance of Leased Premises**

SECTION 7.01. Responsibilities of Landlord.

(a) Landlord agrees to repair and maintain in good order and condition the roof, roof drains, outside walls, foundations and structural portions of the Leased Premises. There is excepted from the preceding covenant, however: (i) repair or replacement of broken plate or window glass (except in case of damage by fire or other casualty covered by Landlord's fire and extended coverage policy); (ii) repair of damage caused by the Tenant, its employees, agents, contractors, customers and invitees; and (iii) repairs, replacements or improvements to the interior of the Leased Premises. In no event, however, shall Landlord be liable for damages or injuries arising from the failure to make said repairs, nor shall Landlord be liable for damages or injuries arising from defective workmanship or materials in making any such repairs.

(b) Except as hereinabove provided in subparagraph (a), Landlord shall not be obligated or required to make any other repairs, and all other portions of the Leased Premises shall be kept in good condition by Tenant, and at the end of the term of this Lease, Tenant shall deliver the Leased Premises to Landlord in good repair and condition, reasonable wear and tear and damage from fire or other casualty excepted.

SECTION 7.02. Responsibilities of Tenant.

(a) Without limiting the generality of the foregoing subparagraph 7.01 (b), Tenant agrees to repair, replace and maintain in good order and condition the interior portions of the Leased Premises, including, but not limited to: storefronts; show windows; doors; windows; plate and window glass; floor covering; ceilings; plumbing; heating, air conditioning and ventilation systems; electrical; and sewerage system, facilities and appliances. Tenant agrees with respect to the heating and air conditioning system to comply with the terms of the **"Heating and Air Conditioning Maintenance Provision"** which is attached hereto as **Exhibit "D"** and made a part of this Lease by reference.

(b) Tenant will not install any equipment which exceeds the capacity of the utility lines leading into the Leased Premises or the Outparcel Building.

(c) Tenant, its employees or agents, shall not mark, paint, drill or in any way deface any walls, ceilings, partitions, floors, wood, stone or ironwork without Landlord's written consent.

(d) Tenant shall comply with the requirements of all laws, orders, ordinances and regulations of all governmental authorities and will not permit any waste of property to be done and will take good care of the Leased Premises at all times.

(e) If Tenant refuses or neglects to repair properly as required hereunder and to the reasonable satisfaction of Landlord as soon as is reasonably possible after written demand, Landlord may make such repairs without liability to Tenant for any loss or damage that may accrue to Tenant's merchandise, fixtures, or other property, or to Tenant's business by reason thereof and upon completion hereof, Tenant shall pay Landlord's cost for making such repairs as additional rent. In the event the Landlord shall undertake any maintenance or repair in the course of which it shall be determined that such maintenance or repair work was made necessary by the negligence or willful act of Tenant or any of its employees or agents or that the maintenance or repair is, under the terms of this Lease, the responsibility of Tenant, Tenant shall pay Landlord's costs therefor plus overhead and interest as above provided in this Section.

(f) Landlord reserves the right to enter upon the Leased Premises and to make such repairs and to do such work on or about said Leased Premises as Landlord may deem desirable, necessary or proper or that Landlord may be lawfully required to make. Landlord reserves the right to visit and inspect said Leased Premises at all reasonable times and show same to prospective tenants and purchasers.

(g) Neither Landlord nor Landlord's agents or servants shall be liable for any damages caused by or growing out of any breakage, leakage, getting out of order or defective condition of the electric wiring, air conditioning or heating pipes and equipment, closets, plumbing, appliances, sprinklers, other equipment, or other facilities serving the Leased Premises. Neither

Landlord nor Landlord's agents or servants shall be liable for any damages caused by, or growing out of any defect in the Center or any part thereof, or in the Outparcel Building or a part thereof, or in said Leased Premises or a part thereof, or caused by, or growing out of fire, rain, wind or other cause.

(h) All property belonging to Tenant or any occupant of the Leased Premises or the Center shall be there at the risk of Tenant or such other person only and Landlord shall not be liable for damage thereto or theft or misappropriation thereof.

(i) At the expiration of the tenancy hereby created, Tenant shall surrender the Leased Premises in broom-clean condition, reasonable wear and tear excepted and damage by unavoidable casualty excepted, and shall surrender all keys for the Leased Premises to Landlord. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of the term of the lease.

**ARTICLE VIII
Insurance and Indemnity**

SECTION 8.01. Liability Insurance.

Tenant shall carry at its own expense Comprehensive General Public Liability and Property Damage insurance with combined single limits of not less than \$2,000,000 with insurance companies authorized to do business in Florida and satisfactory to Landlord (an insurance company with a Best's Guide rating of not less than "A + VII" shall be deemed satisfactory to Landlord), naming both Landlord and Tenant as insured, and upon written request by Landlord, also naming as insured any holder of a mortgage lien encumbering the Leased Premises or the Center, against any liability arising out of the ownership, use, occupancy or maintenance of the Leased Premises, including loss of income, and Tenant shall also maintain such Workmen's Compensation coverage in full force and effect as may be required under Florida law. The insurance policy or policies shall contain provisions prohibiting the modification or cancellation of insurance without at least thirty (30) days prior written notice to Landlord. Tenant shall deliver said policies or certificates thereof to Landlord by the earlier of Tenant's occupancy of the Leased Premises or commencement of any construction improvements thereto, and thereafter, renewal policies or certificates shall be delivered to Landlord not less than thirty (30) days prior to expiration. The limit of any such insurance shall not limit the liability of Tenant hereunder. The failure of Tenant to effect said insurance in the names herein called for, or to pay the premiums required, or to deliver said policies or certificates to Landlord, shall be a material default under this Lease.

SECTION 8.02. Plate Glass and Property Insurance.

The replacement of any plate glass damaged or broken from any cause whatsoever in and about the Leased Premises shall be Tenant's responsibility. Tenant shall, during the entire term hereof, keep in full force and effect a policy of plate glass insurance covering all of the plate glass and storefront of the Leased Premises in an amount not less than one hundred (100%) percent of the replacement cost of such items.

Tenant, during the term hereof, shall solely be responsible for securing and maintaining insurance on Tenant's leasehold improvements, the heating and air conditioning equipment serving the Leased Premises, and all trade fixtures, furniture, decorations, equipment, inventory, merchandise and personal property from time to time in, on or upon the Leased Premises, and alterations, additions or changes made by Tenant, such insurance being in an amount not less than one hundred (100%) percent of the replacement cost of such items, and providing protection against perils included within a standard form of fire and extended coverage insurance policy, including water damage from leakage or wind driven water, together with insurance against sprinkler damage (if sprinklers are installed), vandalism, theft and malicious mischief. At Landlord's option, any proceeds from such insurance shall be held by an escrow agent approved by Landlord for the repair, restoration, reconstruction or replacement of the property damaged or destroyed.

The insurance policy or policies called for in this Section shall be maintained by Tenant with insurance companies authorized to do business in Florida and satisfactory to Landlord (an insurance company with a Best's Guide rating of not less than "A - VII" shall be deemed satisfactory to Landlord), naming both Landlord and Tenant as insured, and upon written request by Landlord, also naming as insured any holder of a mortgage lien encumbering the Leased Premises or the Center. The insurance policy or policies shall contain provisions prohibiting the modification or cancellation of insurance without at least thirty (30) days prior written notice to Landlord. Tenant shall deliver said policies or certificates thereof to Landlord by the earlier of Tenant's occupancy of the Leased Premises or commencement of any construction improvements thereto, and thereafter, renewal policies or certificates shall be delivered to Landlord not less than thirty (30) days prior to expiration. The limit of any such insurance shall not limit the liability of Tenant hereunder. The failure of Tenant to effect said insurance in the names herein called for, or to pay the premiums required, or to deliver said policies or certificates to Landlord, shall be a material default under this Lease.

SECTION 8.03. Increase in Insurance Premium.

Tenant agrees that it will not keep, use, sell or offer for sale in or upon the Leased Premises any article which may be prohibited by Landlord's insurance company, or a standard form of fire and extended risk insurance policy. Tenant agrees to pay any increase in premiums for fire and extended coverage insurance that may be charged during the term of this Lease on the amount of such insurance which may be carried by Landlord on said Leased Premises or the Center, resulting from Tenant's use of the Leased Premises, or the type of merchandise sold by Tenant in the Leased Premises, whether or not Landlord has consented to same. In determining whether increased premiums are the result of Tenant's use of the Leased Premises, a schedule issued by the organization making the insurance rate on the Leased Premises, showing the various components of such rate, shall be conclusive evidence of the several items and charges which make up the fire insurance rate on the Leased Premises. Tenant agrees to promptly make, at Tenant's cost, any repairs, alterations, changes and/or improvements to the Leased Premises required by Landlord's insurance company, so as to avoid the cancellation of, or the increase in premiums on, Landlord's insurance policies.

In the event Tenant's occupation and use of the Leased Premises causes any increase of premium for any of Landlord's insurance policies covering the Leased Premises or the Center, above the rate for the least hazardous type of occupancy legally permitted in the Center, then the Tenant shall pay such additional premiums caused by its occupation or use. 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.

SECTION 8.04. Indemnification of Landlord.

Tenant shall indemnify Landlord and save it harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon or at the Leased Premises, or the occupancy or use by Tenant of the Leased Premises or any part thereof, or occasioned wholly or in part by any act or omission of Tenant, its agents, contractors, employees, servants, tenants or concessionaires. In the case Landlord shall be made a party to any litigation commenced by or against Tenant, then Tenant shall protect and hold Landlord harmless and shall pay all costs, expenses and reasonable attorney's fees incurred or paid by Landlord in connection with such litigation. Tenant shall also pay all costs, expenses and reasonable attorney's fees that may be incurred or paid by Landlord in enforcing the covenants and agreements in this Lease.

SECTION 8.05. Waiver of Subrogation.

Tenant hereby waives, unless said waiver should invalidate any such insurance, Tenant's right to recover damages against Landlord for any reason whatsoever. Any insurance policy procured by Tenant shall contain an express waiver of any right of subrogation by the insurance company against Landlord. Tenant's insurance policies shall contain an endorsement that Landlord, although named as an insured, shall nevertheless be entitled to recover for damages caused by the negligence of Tenant.

**ARTICLE IX
Utilities**

SECTION 9.01. Utilities.

Tenant shall, at its own cost and expense, pay all charges when due for water, gas, electricity, heat, sewerage and sewer rentals or charges and any other utility charges incurred in the use of the Leased Premises. If Landlord shall elect to supply water, gas, electricity, or any other utility service, Tenant agrees to purchase same from Landlord and to pay the charges therefor, as additional rent, when bills are rendered. The Tenant shall use reasonable diligence in the conservation of these utilities.

**ARTICLE X
Offset Statement, Attornment, Subordination**

SECTION 10.01. Offset Statement.

In the event of any sale, assignment or hypothecation of the Leased Premises, the Center or the land thereunder, the Tenant may be requested to furnish an offset statement (estoppel letter). Tenant agrees to deliver within ten (10) business days after requested by Landlord, in recordable form, such an offset statement certifying that this Lease is in full force and effect and that there are no defenses, offsets or defaults claimed by the Tenant. In the event Tenant refuses to promptly execute the certificate or instrument required hereunder, Landlord may, at its option, cancel this Lease without incurring any liability on account thereof and the term hereby granted is expressly so limited.

SECTION 10.02. Attornment.

In the event any proceedings are brought for the foreclosure of any mortgage made by the Landlord covering the Leased Premises, or in the event of exercise of the power of sale or assignment under any such mortgage, or in the event a deed or assignment is given by Landlord in lieu of foreclosure under any such mortgage, Tenant shall attorn to such purchaser or grantee and recognize such purchaser or grantee as the Landlord under this Lease.

SECTION 10.03. Subordination.

Landlord shall have the right at any time and from time-to-time to create security interests in the form of a mortgage, deed of trust or other similar lien or encumbrance (a "**Mortgage**") upon or affecting Landlord's fee estate in the Leased Premises, or any part thereof, and the rights of Tenant under this Lease shall be subject and subordinate to any such Mortgage; provided, however, that in the event of any foreclosure or sale under any such Mortgage or the delivery by Landlord of any deed in lieu of foreclosure to the holder of any such Mortgage, then the holder of any such Mortgage agrees not to disturb Tenant's possession or impair Tenant's rights under this Lease so long as Tenant is not in default under the terms of this Lease beyond any notice and/or cure periods provided for herein and attorns to such holder or the foreclosure purchaser as Landlord under this Lease. Said subordination and non-disturbance agreement shall be evidenced by an agreement reasonably acceptable to any such Mortgage holder, Landlord and Tenant (the "**SNDA**"). Any holder of any of any such Mortgage is herein referred to as "**Landlord's Mortgagee(s)**." Notwithstanding the foregoing, a Landlord's Mortgagee may at any time subordinate its Mortgage to this Lease without Tenant's consent by notice in writing to Tenant, and thereupon this Lease shall be deemed prior to such Mortgage without regard to their respective dates of execution and delivery and, in that event, such Landlord's Mortgagee shall have the same rights with respect to this Lease as though it had been executed prior to the execution and delivery of any such Mortgage and had been assigned to such Landlord's Mortgagee. The form of SNDA attached hereto as **Exhibit "H"** is acceptable to Landlord and Tenant and Landlord shall use commercially reasonable efforts to have this SNDA executed by Landlord's Mortgagee and delivered to Tenant within thirty (30) business days of the Lease Commencement Date, failing which Tenant may terminate this Lease.

**ARTICLE XI
Assignment and Subletting**

SECTION 11.01. Restrictions on Transfer.

Tenant will not assign this Lease, sublet all or any part of the Leased Premises or enter into any license or concession agreements (collectively or individually, a "**Transfer**") without the prior written consent of Landlord, which consent Landlord will not unreasonably withhold. In no event may Tenant encumber or hypothecate this Lease or its leasehold interest hereunder, and any attempt to do so shall be void and confer no rights upon any third person and shall be a violation of this Section. The consent by Landlord to any Transfer shall not constitute a waiver of the necessity for such consent to any subsequent Transfer. Any attempted Transfer without Landlord's prior written consent shall be void and confer no rights upon any third person and shall be a violation of this Section. Any Transfer of this Lease from Tenant by liquidation or otherwise by operation of law, including, but not limited to, an assignment for the benefit of creditors, shall be a violation of this Section.

In the event that Tenant proposes any Transfer, Tenant shall notify Landlord in writing by certified mail, return receipt requested, at least sixty (60) days before the date on which the Transfer is to be effective, and, included with such notice, furnish Landlord with: (a) the name of the entity receiving such Transfer (the "**Transferee**"); (b) a detailed description of the business of the Transferee; (c) audited financial statements of the Transferee; (d) all written agreements governing the Transfer; (e) any information reasonably requested by Landlord with respect to the Transfer or the Transferee; and (f) a fee of Two Thousand Five Hundred Dollars (\$2,500.00) to compensate Landlord for legal fees, costs of administration, and other expenses to be incurred in connection with the review and processing of such documentation (whether or not such Transfer is consummated) ("**Transfer Fee**"). Landlord shall respond to Tenant's request for Landlord's approval or disapproval of the Transfer within thirty (30) days after Landlord receives the request and documents and information required above. Landlord reserves the right to reasonably increase the amount of the Transfer Fee if Tenant requests an expedited response time from Landlord or if Tenant requests Landlord's review of any attempted Transfer already consummated by Tenant but made without Landlord's prior written consent in violation hereof.

Landlord shall have the right, as a reasonable condition of Landlord's consent to a proposed Transfer, to require (i) the Transferee provide Landlord with an additional security deposit (in addition to any security deposits, advance rent or other sums or security then being held by Landlord) in such amount as is determined by Landlord in its discretion, (ii) any shareholder, member, partner, owner or other principal of the Transferee and their respective spouses enter into a guaranty agreement on Landlord's standard form (in addition to any existing guaranty agreement(s) related to this Lease, which shall remain in full force and effect), and/or (iii) Minimum Annual Rent be increased to the current market rate (plus periodic adjustments).

Without limiting Landlord's right to withhold its consent to a Transfer for the conditions set forth above or on any reasonable grounds, it is agreed that Landlord will not be acting unreasonably in refusing to consent to a Transfer if Tenant is in default in the performance of any of its obligations under this Lease or if, in Landlord's opinion, (i) the business operation of the proposed Transferee is not equal to, or greater than, the class, quality or standard of operation (including, without limitation, number of locations) of Tenant's business; (ii) such Transferee may adversely affect the business of the other tenants or occupants (such as, without limitation, any duplication of uses including without limitation those contained in letters of intent or lease contracts which Landlord is actively negotiating with prospective tenants and of which Landlord can provide reasonable documentary evidence); (iii) the tangible net worth (exclusive of goodwill, primary residence and retirement accounts, as applicable) and financial capabilities of such Transferee is less than that of Tenant and any Guarantor(s) as of the date of this Lease or at the time of the Transfer, whichever is greater, in constant dollars; (iv) the proposed Transfer involves a change of use of the Premises from that specified herein or would otherwise breach any covenant of Landlord respecting radius, location, use or exclusivity in any other lease in the Center or any Center agreements; or (v) the proposed Transfer involves an increased risk of the presence, use, release or discharge of Hazardous Substances. In addition, Landlord's consent will not be deemed unreasonably withheld should Landlord deny consent to a Transfer within the period commencing on the Commencement Date and ending the last day of the eighteenth full calendar month thereafter. Notwithstanding any contrary provision of this Lease, if Tenant or any proposed Transferee claims that Landlord has unreasonably withheld or delayed its consent to a proposed Transfer or otherwise has breached its obligations under this Section 11.01, Tenant's and such Transferee's only remedy shall be to seek a declaratory judgment and/or injunctive relief, and Tenant, on behalf of itself and, to the extent permitted by law, such proposed Transferee, waives all other remedies against Landlord, including, without limitation, the right to seek monetary damages or to terminate this Lease.

Within thirty (30) days of Landlord's receipt of any Transfer request and any additional information requested by Landlord concerning the proposed Transferee's financial responsibility, Landlord will notify Tenant of its election to do one of the following: (1) consent to the proposed Transfer subject to such reasonable conditions as Landlord may impose in providing such consent; (2) refuse such consent; or (3) terminate this Lease as to all or such portion of the Premises which is proposed to be sublet or assigned and recapture all or such portion of the Premises for reletting by Landlord. The voluntary or other surrender of this Lease by Tenant or a mutual cancellation hereof shall not work as a merger but shall, at the option of Landlord, either terminate all or any existing subleases or subtenancies or operate as an assignment to Landlord of such subleases or subtenancies. Any Transferee approved by Landlord shall expressly assume in writing the obligations of Tenant hereunder.

As used in this Lease, the term "constant dollars" shall mean the present value of the dollars to which such phrase refers. An adjustment shall occur on January 1 of each year following the date of this Lease. Constant dollars shall be determined by multiplying the dollar amount to be adjusted by a fraction, the numerator of which is the Current Index Number and the denominator of which is the Base Index Number. The "**Base Index Number**" shall be the level of the Index for the month during which this Lease is dated; the "**Current Index Number**" shall be the level of the Index for the month of September of the year preceding the adjustment year; the "**Index**" shall be the Consumer Price Index for All Urban Consumers, U.S. City Average published by the United States Department of Commerce (base year 1982-84=100), or any successor index thereto as hereinafter provided. If publication of the Index is discontinued, or if the basis of calculating the Index is materially changed, then Landlord shall substitute for the Index comparable statistics as computed by an agency of the United States Government or, if none, by a substantial and responsible periodical or publication of recognized authority most closely approximating the result which would have been achieved by the Index.

Notwithstanding anything else in this Lease, (a) Tenant shall have the right to sublease all or a portion of the Leased Premises to individual doctors or doctor groups for the Permitted Use and who are affiliated with Tenant, without Landlord's approval, and (b) Tenant and Guarantor shall remain liable during such sublease(s).

SECTION 11.02. Significant Change of Ownership.

If Tenant is a corporation, including limited liability company, other than a corporation the outstanding voting stock of which is listed on a "national securities exchange," as defined in the Securities Exchange Act of 1934), a limited liability company, or other business entity (other than a partnership) and if at any time after execution of this Lease any part or all of the shares or equity interests in the corporation, limited liability company, or other business entity (other than a partnership) are transferred by sale, assignment, bequest, inheritance, operation of law or other disposition (including, but not limited to, such a transfer to or by a receiver or trustee in federal or state bankruptcy, insolvency, or other proceedings) so as to result in a change in the present control of the corporation, limited liability company, or other business entity by the person(s) now owning or holding such control, a transfer shall be deemed to have occurred. Tenant shall give Landlord notice that such transfer is imminent at least 15 days prior to the date of such transfer. If any such transfer is made without the consent of the Landlord, which consent shall be not be unreasonably withheld (and regardless of whether Tenant has given notice of same), Landlord may elect to declare a Default of this Lease, or terminate this Lease at any time thereafter by giving Tenant notice of such election, in which event this Lease and

the rights and obligations of the parties hereunder shall cease as of a date set forth in such notice which date shall not be less than 60 days after the date of such notice.

If Tenant is a general or limited partnership and if at any time after execution of this Lease any part or all of the interests in the capital or profits of such partnership or any voting or other interests therein shall be transferred by sale, assignment, bequest, inheritance, operation of law or other disposition (including, but not limited to, such a transfer to or by a receiver or trustee in federal or state bankruptcy, insolvency or other proceedings, and also including, but not limited to, any adjustment in such partnership interests) so as to result in a change in the present control of said partnership by the person or persons now having control of same, a transfer shall be deemed to have occurred. Tenant shall give Landlord notice that such transfer is imminent at least 15 days prior to the date of such transfer. If any such transfer is made without the consent of the Landlord, which consent shall be not be unreasonably withheld (and regardless of whether Tenant has given notice of same), Landlord may elect to declare a Default of this Lease, or terminate this Lease at any time thereafter by giving Tenant notice of such election, in which event this Lease and the rights and obligations of the parties hereunder shall cease as of a date set forth in such notice which date shall not be less than 60 days after the date of such notice.

SECTION 11.03 Permitted Transfers.

Notwithstanding the foregoing, provided Tenant is not then in default under this Lease, Tenant will not require Landlord's consent (but shall provide notice and contact information with respect to same) and the foregoing provisions of this Section shall not apply in connection with (a) a Transfer to a parent, subsidiary or affiliate of Tenant, or (b) a Transfer made in connection with a merger, reorganization or sale of the assets or stock of Tenant or Tenant's parent company, or (c) subleases of up to twenty percent (20%) of the Leased Premises to individual doctors or physician groups who are affiliated with Tenant and who practice pediatric healthcare.

SECTION 11.04 No Release.

No Transfer will release Tenant and/or Guarantor, if any, of Tenant's obligations under this Lease or alter the primary liability of Tenant to pay the Rent and to perform all other obligations to be performed by Tenant hereunder. In the event of default by any Transferee of Tenant or any successor Tenant in the performance of any of the terms hereof, Landlord may proceed directly against Tenant and/or Guarantor, if any, without the necessity of exhausting remedies against such Transferee or successor.

SECTION 11.05 [Intentionally omitted.]

**ARTICLE XII
Waste, Governmental Regulations**

SECTION 12.01. Waste or Nuisance.

Tenant shall not commit or suffer to be committed any waste upon the Leased Premises or any nuisance or other act or thing which may disturb the quiet enjoyment of any other tenant of the Outparcel Building, or in the Center, or which may disturb the quiet enjoyment of any person within five hundred (500) feet of the boundaries of the Center.

SECTION 12.02. Governmental Regulations.

Tenant shall, at Tenant's sole cost and expense, comply with all county, municipal, state, federal and other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to the said premises, and shall faithfully observe in the use of the premises all municipal and county ordinances and state and federal statutes now in force or which may hereafter be in force.

**ARTICLE XIII
Intentionally deleted.**

**ARTICLE XIV
Advertising, Merchants' Association, Promotional Fund**

SECTION 14.01. Change of Name.

Tenant agrees not to change the advertised name of the business operated in the Leased Premises without the written permission of the Landlord.

SECTION 14.02. Solicitation of Business.

Tenant and Tenant's employees and agents shall not solicit business in the parking or other common areas, nor shall Tenant distribute any handbills or other advertising matter in automobiles parked in the parking area or in other common areas.

**ARTICLE XV
Destruction of Leased Premises**

SECTION 15.01. Total or Partial Destruction.

If the Leased Premises shall be damaged by fire, the elements, unavoidable accident or other casualty, without the fault of Tenant, but are not thereby rendered untenable, in whole or in part, Landlord shall, at its own expense, cause such damage to be repaired, except damage to Tenant's interior, leasehold improvements, equipment, trade fixtures and such other items as are insured by, or are required to be insured by Tenant pursuant to Sections 8.01 and 8.02, and the rent and other charges shall not be abated. If by reason of such occurrence, the Leased Premises shall be rendered untenable only in part, Landlord shall, at its own expense, cause the damage to be repaired, except damage to Tenant's interior, leasehold improvements, equipment, trade fixtures and such other items as are insured by, or are required to be insured by Tenant pursuant to Sections 8.01 and 8.02. Landlord's repair obligation shall be limited to the extent of Landlord's original obligation to construct pursuant to Section 3.01, and the fixed minimum rent meanwhile shall be abated proportionately as to the portion of the Leased Premises rendered untenable. If the Leased Premises shall be rendered wholly untenable by reason of such occurrence, the Landlord shall, at its own expense, cause such

damage to be repaired, except damage to Tenant's interior, leasehold improvements, equipment, trade fixtures and such other items as are insured by, or are required to be insured by Tenant pursuant to Sections 8.01 and 8.02. Landlord's repair obligation shall be limited to the extent of Landlord's original obligation to construct pursuant to Section 3.01, and the fixed minimum rent meanwhile shall be abated in whole except that Landlord shall have the right, to be exercised by notice in writing delivered to Tenant within sixty (60) days after said occurrence, to elect not to reconstruct the destroyed Leased Premises, and in such event this Lease and the tenancy hereby created shall cease as of the date of the said occurrence. Nothing in this Section shall be construed to permit the abatement in whole or in part of the percentage rent, nor charges for common area maintenance insurance and real estate taxes attributable to any period during which the Leased Premises shall be in untenable condition, nor shall there be any abatement in these items nor the fixed minimum rent if such damage is caused by the fault of Tenant.

SECTION 15.02. Partial Destruction of Center.

In the event that fifty (50%) percent or more of the rentable area of the Center shall be damaged or destroyed by fire or other cause, notwithstanding any other provisions contained herein, and that the Leased Premises may be unaffected by such fire or other cause, Landlord shall have the right, to be exercised by notice in writing delivered to Tenant within sixty (60) days after said occurrence, to elect to cancel and terminate this Lease. Upon the giving of such notice to Tenant, the term of this Lease shall expire by lapse of time upon the third day after such notice is given and Tenant shall vacate the Leased Premises and surrender the same to Landlord.

**ARTICLE XVI
Eminent Domain**

SECTION 16.01. Total Condemnation.

If the whole of the Leased Premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, then the term of this Lease shall cease and terminate as of the date of title vesting in such proceeding and all rentals and other charges shall be paid up to that date and Tenant shall have no claim against Landlord or the condemnation authority for the value of any unexpired term of this Lease.

SECTION 16.02. Partial Condemnation.

If any part of the Leased Premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, and in the event that such partial taking or condemnation shall render the Leased Premises unsuitable for the business of the Tenant, then the term of this Lease shall cease and terminate as of the date of title vesting in such proceeding and Tenant shall have no claim against Landlord for the value of any unexpired term of this Lease. In the event of a partial taking or condemnation which is not extensive enough to render the premises unsuitable for the business of the Tenant, then Landlord shall promptly restore the Leased Premises to a condition comparable to its condition at the time of such condemnation, less the portion lost in the taking, and this Lease shall continue in full force and effect except that the fixed minimum annual rent shall be reduced in proportion to the portion of the Leased Premises lost in the taking. If twenty percent (20%) or more of the Leased Premises or twenty percent (20%) or more of the Common Areas of the Center shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, then Landlord, in its sole discretion, shall have the right to terminate this Lease and the Term thereof as of the date of title vesting in such proceeding, and Tenant shall have no claim against Landlord for the value of any leasehold estate or unexpired Term of this Lease.

SECTION 16.03. Total Condemnation of Parking Area.

If the whole of the common parking areas in the Center shall be acquired or condemned as aforesaid, then the term of this Lease shall cease and terminate as of the date of title vesting in such proceeding unless Landlord shall take immediate steps to provide other parking facilities substantially equal to the previously existing ratio between the common parking areas and the Leased Premises, and such substantially equal parking facilities shall be provided by Landlord at its own expense within one year from the date of acquisition. In the event that Landlord shall provide such other substantially equal parking facilities, then this Lease shall continue in full force and effect without any reduction or abatement in rent.

SECTION 16.04. Partial Condemnation of Parking Area.

If thirty percent (30%) or more of the parking area in the Center shall be acquired or condemned as aforesaid, and such acquisition or condemnation results in the parking spaces serving the Outparcel Building falling below that required by code, then the term of this Lease shall cease and terminate upon the vesting of title in such proceeding, unless Landlord shall take immediate steps to provide other parking facilities substantially equal to the previously existing ratio between the common parking areas and the Leased Premises, and such substantially equal parking facilities shall be provided by Landlord at its own expense within one year from the date of acquisition. In the event that Landlord shall provide such other substantially equal parking facilities, then this Lease shall be unaffected and remain in full force and effect without any reduction or abatement of rent. In the event of termination of this Lease as aforesaid, Tenant shall have no claim against Landlord or the condemnation authority for the value of any unexpired term of this Lease and rent shall be paid to the date of said termination.

SECTION 16.05. Landlord's Damages.

In the event of any condemnation or taking as hereinbefore provided, whether whole or partial, the Tenant shall not be entitled to any part of the award, as damages or otherwise, for such condemnation and Landlord is to receive the full amount of such award, the Tenant hereby expressly waiving any right or claim to any part thereof.

SECTION 16.06. Tenant's Damages.

Although all damages in the event of any condemnation are to belong to the Landlord whether such damages are awarded as compensation for diminution in value of the leasehold or the fee of the Leased Premises, Tenant shall have the right to claim and recover from the condemning authority, but not from Landlord, such compensation as may be separately awarded or recoverable by Tenant in Tenant's own right on account of any damage to Tenant's business by reason of the condemnation and for or on account of any cost or loss to which Tenant might be put in removing Tenant's merchandise, furniture, fixtures, leasehold improvements and equipment.

ARTICLE XVII
Default of Tenant

SECTION 17.01. Events of Default.

The occurrence of any of the following shall constitute an event of default hereunder ("**Event of Default**"):

- (a) The filing of a petition by or against Tenant for adjudication as a bankrupt or insolvent or for its reorganization or for the appointment of a receiver or trustee of Tenant's property; an assignment by Tenant for the benefit of creditors; or the taking possession of the property of Tenant by any governmental officer or agency pursuant to statutory authority for the dissolution or liquidation of Tenant; or a filing by Tenant for reorganization under Chapter XI of the Bankruptcy Act.
- (b) Failure of Tenant to pay when due any installment of Rent hereunder or any other sum herein to be paid by Tenant.
- (c) Tenant's failure to perform any other covenant or condition of this Lease.

SECTION 17.02. Rights of Landlord Upon Default by Tenant.

If any Event of Default occurs, Landlord may treat the occurrence of such event as a breach of this Lease and, in addition to any and all other rights or remedies of Landlord in this Lease or by law or in equity provided, Landlord shall have the option and right without further notice or demand to Tenant or any other person to elect one or more of the following (it being understood that the rights and remedies reserved to Landlord herein, including those not specifically described, shall be cumulative):

- (a) Declare the Term ended and to enter the Premises and take possession thereof and remove all persons therefrom, and Tenant shall have no further claim thereon or thereunder.
- (b) Bring suit for the collection of Rent as it accrues pursuant to the terms of this Lease and all damages (including, without limitation, those damages described in this Lease and any consequential damages) without canceling this Lease, and with or without entering into possession of the Premises.
- (c) Retake possession of the Leased Premises from Tenant by summary proceedings or otherwise, either with or without terminating this Lease, and to sue Tenant for an amount equal to the remaining Rent to become due during the Term (or any extension period then in effect) discounted to its present value at a discount rate equal to the U.S. Treasury Bill or Note rate with the closest maturity to the remaining Term as selected by Landlord and all damages (including, without limitation, those damages described in this Lease). Landlord's damages shall include, without limitation, any amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, such as, but not limited to, any unamortized tenant improvement costs incurred by Landlord. Without limiting the foregoing, Landlord may, after such retaking of possession, relet the Leased Premises or any portion thereof. Tenant shall pay to Landlord all monthly deficits in Rent after any such re-entry in monthly installments as the amounts of such deficits from time to time are ascertained. Such deficiency shall be calculated and paid monthly; Tenant shall have no right to any excess. Tenant shall also pay to Landlord any costs and expenses, including, but not limited to, brokerage commissions and reasonable attorneys' fees, incurred by Landlord in such reletting or in making such alterations and repairs not covered by the rental received from such reletting. Should Landlord enter or take possession of the Leased Premises as aforesaid, Landlord shall have the right, but not the obligation, to remove all or any part of the personal property located therein and may place the same in storage at a public warehouse at the expense and risk of the owner or owners thereof.
- (d) Notwithstanding anything contained herein to the contrary, Landlord shall have no duty or obligation to mitigate any damages incurred by Landlord resulting from an Event of Default by Tenant under the Lease, and Landlord shall not be responsible or liable for any inability or failure to relet the Leased Premises.

SECTION 17.03. Waivers.

Tenant hereby expressly waives, for itself and all persons claiming by, through, or under it, any right of redemption or for the restoration of the operation of this Lease under any present or future law, including without limitation any such right which Tenant would otherwise have in case Tenant shall be dispossessed for any cause, or in case Landlord shall obtain possession of the Leased Premises as herein provided. The waiver of Landlord of any breach of any term, condition or covenant herein contained shall not be a waiver of such term, condition or covenant, or any subsequent breach of the same or any other term, condition or covenant therein contained. The consent or approval by Landlord to or of any act by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent to or approval of any subsequent similar act by Tenant. No re-entry hereunder shall bar the recovery of rents or damages for the breach of any of the terms, conditions or covenants on the part of Tenant herein contained. The receipt of rent after breach or condition broken or delay on the part of the Landlord to enforce any right hereunder shall not be deemed a waiver of forfeiture or a waiver of the right of Landlord to annul this lease or to re-enter said Leased Premises or re-let same.

SECTION 17.04. Expenses of Enforcement.

In the event any payment due Landlord under this Lease shall not be paid on the due date, Tenant agrees to pay the sum of Ten (\$10.00) Dollars per day for each such delinquent payment until made and in the event that any check, bank draft, order for payment or negotiable instrument given to Landlord for any payment under this lease shall be dishonored for any reason whatsoever not attributable to Landlord, Landlord shall be entitled to make an administrative charge to Tenant of five percent (5%) of the face value of the instrument or Twenty-Five (\$25.00) Dollars which ever is greater. In the event that it shall be necessary for Landlord to give more than one (1) written notice to Tenant of any violation of this lease, Landlord shall be entitled to make an administrative charge to Tenant of Twenty-Five (\$25.00) Dollars for each such notice. Tenant recognizes and agrees that the charges which Landlord is entitled to make upon the conditions stated in this Section 17.04 represent, at the time this lease is made, a fair and reasonable estimate and liquidation of the costs of Landlord from the events described, which costs are not contemplated or included in any other rental or charges provided to be paid by Tenant to Landlord in this Lease. Any charges becoming due under this Section shall be additional rent, and shall be added to and become due with the next ensuing monthly payment of fixed minimum rental and shall be collectible as a part thereof.

ARTICLE XVIII
Access by Landlord

SECTION 18.01. Right of Entry.

Landlord or Landlord's agents shall have the right to enter the Leased Premises at all times to examine the same, and to show it to prospective purchasers or tenants of the Outparcel Building, and to make such repairs, alterations, improvements, or additions as Landlord may deem necessary or desirable. Landlord shall be allowed to take all material into and upon said premises that may be required therefor without the same constituting an eviction of tenant in whole or in part and the rent reserved shall in no wise abate while said repairs, alterations, improvements, or additions are being made unless Tenant is prevented from operating in the Leased Premises in whole or in part, in which event rent shall be proportionately abated during said period. During the six (6) months prior to the expiration of the term of this Lease or any renewal term, Landlord may exhibit the premises to prospective tenants or purchasers, and place upon the premises the usual notices, "To Let" or "For Sale", which notices Tenant shall permit to remain thereon without molestation. If Tenant shall not be personally present to open and permit an entry into said premises, at any time, when for any reason an entry therein shall be necessary or permissible, Landlord or Landlord's agents may enter the same without in any manner affecting the obligations and covenants of this Lease. Nothing herein contained, however, shall be deemed or construed to impose upon Landlord any obligation, responsibility or liability whatsoever, for the care, maintenance or repair of the building or any part thereof, except as otherwise herein specifically provided.

SECTION 18.02. Excavation.

If an excavation shall be made upon land adjacent to the Leased Premises or shall be authorized to be made, Tenant shall afford to the person causing or authorized to cause such excavation, license to enter upon the Leased Premises for the purpose of doing such work as Landlord shall deem necessary to preserve the wall or the Outparcel Building from injury or damage and to support the same by proper foundations, without any claim for damages or indemnification against Landlord or diminution or abatement of rent.

ARTICLE XIX
Tenant's Property

SECTION 19.01. Taxes on Leasehold.

Tenant shall be responsible for and shall pay before delinquent all municipal, county, state or federal taxes assessed during the term of this Lease against any leasehold interest or personal property of any kind, owned by or placed in, upon or about the Leased Premises by the Tenant.

SECTION 19.02. Loss and Damage.

Landlord shall not be responsible for any damage to property of Tenant or of others located on the Leased Premises, nor for the loss of or damage to any property of Tenant or of others by casualty, theft or otherwise. Landlord shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain, or leaks from any part of the Leased Premises or from the pipes, appliances or plumbing works or from the roof, street or subsurface or from any other place or by dampness or by any other cause of whatsoever nature. Landlord shall not be liable for any such damage caused by other tenants or persons in the Leased Premises, occupants of adjacent property, of the Center, or the public, or caused by operations in construction of any private, public or quasi-public work. Landlord shall not be liable for any latent defect in the Leased Premises or in the Center, except for a period of one (1) year from the date Tenant takes possession of the Leased Premises. All property of Tenant kept or stored on the Leased Premises shall be so kept or stored at the risk of Tenant only and Tenant shall hold Landlord harmless from any and all claims arising out of damage to same, including subrogation claims by Tenant's insurance carriers.

SECTION 19.03. Notices by Tenant.

Tenant shall give immediate notice to Landlord in case of fire or accidents in the Leased Premises or in the Center, or of defects therein or in any fixtures or equipment.

ARTICLE XX
Holding Over, Successors

SECTION 20.01. Holding Over.

In the event Tenant remains in possession of the Leased Premises after the expiration of the tenancy created hereunder and without the execution of a new lease, Tenant, at the option of Landlord, shall be deemed to be occupying said Leased Premises as a Tenant from month-to-month, at a monthly rental equal to 150% of the Minimum Rent and Additional Rent payable during the last month of the lease term. Such tenancy to be subject to all the other conditions, provisions and obligations of this Lease insofar as the same are applicable to a month-to-month tenancy.

SECTION 20.02. Successors.

All rights and liabilities herein given to or imposed upon the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors, and assigns of the said parties; if there shall be more than one Tenant, they shall all be bound jointly and severally by the terms, covenants and agreements herein. No rights, however, shall inure to the benefit of any assignee of Tenant unless the assignment to such assignee has been approved by Landlord in writing as provided in Section 11.01 hereof. Nothing contained in this Lease shall in any manner restrict Landlord's right to assign or encumber this Lease and, in the event Landlord sells its interest in the Center and the purchaser assumes Landlord's obligation and covenants, Landlord shall thereupon be relieved of all further obligations hereunder.

ARTICLE XXI
Quiet Enjoyment

SECTION 21.01. Landlord's Covenant.

Upon payment by the Tenant of the rents herein provided and upon the observance and performance of all the covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Leased Premises for the term hereby leased without hindrance or interruption by Landlord or any other person or persons lawfully or equitably claiming by, through or under the Landlord, subject nevertheless to the terms and conditions of this Lease.

ARTICLE XXII
Miscellaneous

SECTION 22.01. Accord and Satisfaction.

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

SECTION 22.02. Entire Agreement.

This Lease and the exhibits, and riders, if any, attached hereto and forming a part hereof, set forth all covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Leased Premises and there are no covenants, promises, conditions or understandings, either oral or written, between them other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by them.

SECTION 22.03. No Partnership.

Landlord does not, in any way or for any purpose, become a partner of Tenant in the conduct of its business, or otherwise, or joint venturer or a member of a joint enterprise with Tenant. The provisions of this Lease relating to the percentage of rent payable hereunder are included solely for the purpose of providing a method whereby the rent is to be measured and ascertained.

SECTION 22.04. Force Majeure.

In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Lease, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period of such delay. The provisions of this Section 22.04 shall not operate to excuse Tenant from the prompt payment of rent, percentage rent, additional rent or any other payments required by the terms of this Lease.

SECTION 22.05. Notices.

Any notice, request, demand, approval or consent given or required to be given under this Lease shall, except as otherwise expressly provided, be in writing and shall be deemed to have been given when delivered, or the date delivery is refused, by facsimile transmission, FedEx or other courier service, hand-delivered or mailed by United States registered or certified mail, return receipt requested, postage prepaid, to the other party at the address stated below or at the last changed address by the party to be notified as hereinafter specified:

To Landlord:
Ireland Pompano, Ltd.
85 Weston Road, Suite 101
Weston, FL 33326
Attn.: M. Scott Ireland

To Tenant:
3100 SW 62nd Avenue
Miami, Florida 33155
Attn.: General Counsel

SECTION 22.06. Captions and Section Numbers.

The captions, section numbers, article numbers, and index appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such sections or articles of this Lease nor in any way affect this Lease.

SECTION 22.07. Tenant Defined, Use of Pronoun.

The word "Tenant" shall be deemed and taken to mean each and every person or party mentioned as a Tenant herein, be the same one or more; and if there shall be more than one Tenant, any notice required or permitted by the terms of this Lease may be given by or to any one thereof, and shall have the same force and effect as if given or to all thereof. The use of the neuter singular pronoun to refer to Landlord or Tenant shall be deemed a proper reference even though Landlord or Tenant may be an individual, a partnership, a corporation, or a group of two or more individuals or corporations. The necessary grammatical changes required to make the provisions of this Lease apply in the plural sense where there is more than one Landlord or Tenant and to either corporations, associations, partnerships, or individuals, males or females, shall in all instances be assumed as though in each case fully expressed.

SECTION 22.08. Broker's Commission.

Each of the parties represents and warrants that other than Florida Medical ("**Landlord's Broker**") and Colliers and Jones Lang LaSalle ("**Tenant's Brokers**") there are no claims for brokerage commissions or finder's fees in connection with the execution of this Lease, and each of the parties agree to indemnify the other against and hold it harmless from all liabilities arising from any such claim (including, without limitation, the cost of counsel fees in connection therewith). Landlord shall pay any commissions or fees that are payable to Landlord's Broker with respect to this Lease in accordance with the provisions of a separate commission contract and Landlord's Broker will pay commissions owed to Tenant's Brokers. Landlord shall have no further or separate obligation for payment of commissions or fees to any other real estate broker, finder or intermediary.

SECTION 22.09. Partial Invalidity.

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

SECTION 22.10. Estoppel Certificate.

Landlord and Tenant agree that each will, at any time and from time to time, within ten (10) business days following written notice by the other party hereto specifying that it is given pursuant to this Section, execute, acknowledge and deliver to the party who gave such notice a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect and stating the modifications), and the date to which the Minimum Rent and any other payments due hereunder from Tenant have been paid in advance, if any, and stating whether or not to the best of the knowledge of the signer of such certificate the other party is in default in performance of any covenant agreement or condition contained in this Lease, and if so, specifying each such default of which the signer may have knowledge and, if requested, such financial information concerning Tenant and Tenant's business operations (and the Guarantor of this Lease, if this Lease be guaranteed) as may be reasonably requested by any Mortgagee or prospective mortgagee or purchaser. The failure of either party to execute, acknowledge and deliver to the other a statement in accordance with the provisions of this Section within said ten (10) business day period shall constitute an acknowledgment, by the party given such notice, which may be relied on by any person holding or proposing to acquire an interest in the Center or any part thereof or the Leased Premises or this Lease from or through the other party, that this Lease is unmodified and in full force and effect and that such rents have been duly and fully paid to and including the respective due dates immediately preceding the date of such notice and shall constitute, as to any person entitled as aforesaid to rely upon such statements, a waiver of any defaults which may exist prior to the date of such notice; provided, however, that nothing contained in the provisions of this Section 22.10 shall constitute waiver by Landlord of any default in payment of rent or other charges existing as of the date of such notice and, unless expressly consented to in writing by Landlord, Tenant shall still remain liable for the same and such nonpayment shall continue to constitute a default by Tenant under this Lease not cured or waived by reason of Landlord's not having furnished such a statement or certificate within the prescribed time period above set forth.

SECTION 22.11. No Option.

The submission of this Lease for examination does not constitute a reservation of or option for the Leased Premises and this Lease becomes effective as a lease only upon execution and delivery thereof by Landlord and Tenant, provided Tenant returns this executed Lease for Landlord's acceptance within ten (10) days of receipt of this Lease for examination.

SECTION 22.12. Recording.

Neither this Lease nor any memorandum thereof shall be recorded.

SECTION 22.13. Outside Displays.

The Tenant shall not display any merchandise, place vending machines or showcases, or other obstructions on the outside of the Outparcel Building or in any lobby or passageway adjoining the same which shall extend beyond the storefront of the Leased Premises.

SECTION 22.14. Exculpation.

Tenant agrees that it shall look solely to the estate and property of the Landlord in the land and buildings comprising the Center, of which the Leased Premises are a part, for the collection of any judgment (or any other judicial process) requiring the payment of money by Landlord in the event of any default or breach by Landlord, and no other property or estates of the Landlord shall be subject to levy, execution or other enforcement procedures for the satisfaction of Tenant's remedies.

SECTION 22.15. Commencement Form.

Tenant shall execute the Commencement Form attached hereto as **Exhibit "F"** at the request of Landlord setting forth the commencement and ending dates of this Lease.

SECTION 22.16. Guaranty of Lease.

As a material inducement for Landlord to grant this Lease, Tenant has agreed that Miami Children's Health System, Inc., a Florida not for profit corporation, will execute and deliver to Landlord contemporaneous with Tenant's execution of this Lease their guaranty of Tenant's covenants to pay and perform its obligations pursuant to this Lease. Tenant's failure to provide the guaranty shall at Landlord's option be cause to immediately upon notice to Tenant terminate this Lease.

SECTION 22.17. Hazardous Substances.

The term "**Hazardous Substances**", as used in this Lease, shall include without limitation, flammable, explosives, radioactive materials, asbestos, polychlorinated biphenyl (PCBs), chemicals known to cause cancer or reproductive toxicity, pollutants,

contaminants, hazardous wastes, toxic substances or related materials, petroleum products, and substances declared to be hazardous or toxic under any law or regulation now or hereafter enacted or promulgated by any government authority.

(a) Tenant's Restrictions: Tenant shall not cause or permit to occur:

1. Any violation of any federal, state, or local law, ordinance or regulation now or hereinafter enacted, related to environmental conditions on, under, or about the Leased Premises or arising from Tenant's use or occupancy of the Leased Premises including, but not limited to, soil and ground water conditions; or

2. The use, generation, release, manufacture, refining, production, processing, storage or disposal of any Hazardous Substance without Landlord's prior written consent, which consent may be withdrawn, conditioned, or modified by Landlord in its sole and absolute discretion in order to insure compliance with all applicable Laws (hereinafter defined), as such Laws may be enacted or amended from time to time.

(b) Environmental Cleanup:

1. Tenant shall, at Tenant's own expense, comply with all laws regulating the use, generation, storage, transportation, or disposal of Hazardous Substances ("**Environmental Law**").

2. Tenant shall, at Tenant's own expense, make all submissions to provide all information required by and comply with all requirements of all governmental authorities (the "**Authorities**") under the Environmental Law.

3. Should any Authority or any third party demand that a cleanup plan be prepared and a cleanup be undertaken because of any deposit, spill, discharge, or other release of Hazardous Substances that occurs during the Term of this Lease, at or from the Leased Premises or which arises at any time from Tenant's use or occupancy of the Leased Premises, then Tenant shall, at Tenant's own expense, prepare and submit the required plans and all related bonds and other financial assurances and Tenant shall carry out all such cleanup plans.

4. Tenant shall promptly provide all information regarding the use, generation, storage, transportation, or disposal of Hazardous Substances that is required by Landlord.

(c) If Tenant fails to fulfill any duty imposed under this Paragraph, within thirty (30) days following Landlord's written request, Landlord may proceed with such efforts and in such case, Tenant shall cooperate with Landlord in order to prepare all documents Landlord deems necessary or appropriate to determine the applicability of the Law to the Leased Premises and Tenant's use thereof and for compliance therewith and Tenant shall execute all documents promptly upon Landlord's request and any expenses incurred by Landlord shall be payable by Tenant as Additional Rent. No such action by Landlord and no attempt made by Landlord to mitigate damages under any Law shall constitute a waiver of any of Tenant's obligations under this Paragraph.

(d) Tenant acknowledges that it is solely responsible for remediating any contamination, the level of which is in violation of any law, regulation, or which exceeds any regulatory standard of the Leased Premises, including soil or groundwater beneath the Leased Premises ("**Event of Contamination**") caused by Tenant or Tenant's employees, invitees or agents at any time. Tenant shall indemnify, hold harmless and defend Landlord from and against any and all liabilities, losses, actions, costs, expenses and claims based upon an Event of Contamination and any cleanup cost and related expenses incurred in connection with any investigation or cleanup of the Event of Contamination. Tenant's obligations and liabilities under this Paragraph 22.17 shall survive the expiration of this Lease.

(e) Tenant hereby covenants and agrees to indemnify and hold harmless Landlord from and against any and all liabilities, losses, actions, claims, costs and expense, (including but not limited to attorneys' fees), judgments, clean up costs and related expenses incurred by Landlord resulting from Tenants use and occupation of the Leased Premise in violation of the provisions set forth above. This indemnification shall survive the expiration of the term of this Lease.

SECTION 22.18. Notice Concerning Radon.

Radon is a naturally occurring gas that, when it has accumulated in a structure in sufficient quantities, may present health risks to persons who are exposed to it. Levels of radon that exceed Federal and State guidelines have been found in buildings in the State of Florida. Additional information regarding radon and radon testing may be obtained from the county public health unit. Landlord makes no representation to Tenant concerning the presence or absence of radon gas in the Leased Premises or the Center at any time or in any quantity. By executing this Lease, Tenant expressly releases Landlord from any loss, claim, liability or damage now or hereafter arising from or relating to the presence at any time of such substances in the Leased Premises or the Center.

SECTION 22.19. ADA Requirements.

Tenant, at its sole cost and expense, shall be responsible for complying with all applicable provisions of the ADA relating to the physical condition of the Leased Premises, Tenant's policies and the operation of its business in or from the Leased Premises, and Tenant's employment and employment-related practices. Landlord shall have no responsibility whatsoever for compliance with the ADA within the Premises. Tenant shall indemnify, defend and hold harmless Landlord from and against all claims, actions, damages, liability, cost and expense, including reasonable attorney fees, in connection with or resulting from compliance with all ADA requirements.

Notwithstanding the foregoing or anything to the contrary contained in this Lease, Landlord's consent shall not be required with respect to any work done in and/or alteration to the Premises by or on behalf of Tenant in order to comply with the ADA; provided, however, (1) with respect to any such work or alterations which are structural in nature, Tenant shall give Landlord thirty (30) days prior written notice of any such work or alterations and such structural work or alterations shall be subject to Landlord's prior written approval, which shall not be unreasonably withheld. Landlord shall have the option, exercisable by notice to Tenant with such thirty (30) day period, to perform such work or alterations at Tenant's cost and expense. At least thirty (30) days prior to commencing such work or alterations, Tenant shall provide Landlord with plans and specifications for any such work or alterations. Landlord shall have the right to approve the aesthetic aspects of such work, such approval not to be unreasonably withheld. Within thirty (30) days after completing such work or alterations, Tenant shall provide Landlord with as built drawings of such work or

alterations and a certificate from a licensed professional that all such work has been completed and complies with all then existing ADA requirements.

SECTION 22.20. Attachments.

Exhibits A, C, D, E, F, G, and H as well as any addendums which are attached to this Lease are a part of this Lease and are incorporated herein as if fully set forth.

SECTION 22.21. Attorneys' Fees.

In the event that any action, suit or other proceeding is initiated concerning or arising out of this Lease, the prevailing party shall recover all of such party's costs including, without limitation, reasonable attorneys' fees incurred in each and every action, suit or other proceeding (including any alternative dispute resolution proceedings), including any and all appeals or petitions therefrom from the non-prevailing party. In addition to the foregoing, Tenant shall pay all costs incurred by Landlord (including, without limitation, reasonable attorneys' fees) in connection with: (i) any petition for relief under the Bankruptcy Code filed by or against Tenant and any related proceeding, (ii) any assignment of this Lease to any assignee of Tenant pursuant to the Bankruptcy Code, and/or (iii) any event of default by Tenant whether or not any action, suit or other proceeding is initiated. As used herein, "reasonable attorneys' fees" shall mean the full and actual costs of any legal services actually rendered in connection with the matters involved, calculated on the basis of the usual fee charged by the attorney performing such services.

SECTION 22.22. Waiver of Jury Trial.

THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ALL LITIGATIONS (INCLUDING, BUT NOT LIMITED TO, ANY CLAIMS, CROSS-CLAIMS, OR THIRD-PARTY CLAIMS) ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS LEASE, OR THE TRANSACTIONS CONTEMPLATED HEREIN. EACH PARTY HEREBY CERTIFIES THAT NO REPRESENTATIVE OR AGENT OF THE OTHER PARTY NOR THEIR COUNSEL, HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THEY WOULD NOT, IN THE EVENT OF SUCH LITIGATION, SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL PROVISION.

SECTION 22.23. Counterparts.

This Lease may be executed contemporaneously in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. A digital or facsimile signature shall have the same force and effect as an original.

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IN WITNESS WHEREOF the respective parties hereto have caused these presents to be signed, sealed and delivered or, in the event the respective parties hereto or one of them is a corporation, have caused these presents to be signed, sealed and delivered in the respective corporate names by the duly authorized officers and attested to by the secretaries and the corporate seals be affixed hereto by order of the Board of Directors, on the date first above written.

LANDLORD:

IRELAND POMPANO, LTD.,
a Florida Limited Partnership

By: IRELAND POMPANO, INC.,
a Florida Corporation, its General Partner

DocuSigned by:
R. Scott Ireland
By: _____
75015A35CF65447
R. Scott Ireland, President

TENANT:

NICKLAUS CHILDREN'S PEDIATRIC SPECIALISTS, LLC
a Florida limited liability company

DocuSigned by:
Dawn Javersack
By: _____
04CF1051FF984B0
Name: Dawn Javersack
Title: Senior VP and CFO

EXHIBIT "A"
OVERALL SITE PLAN

EXHIBIT A
SITE PLAN

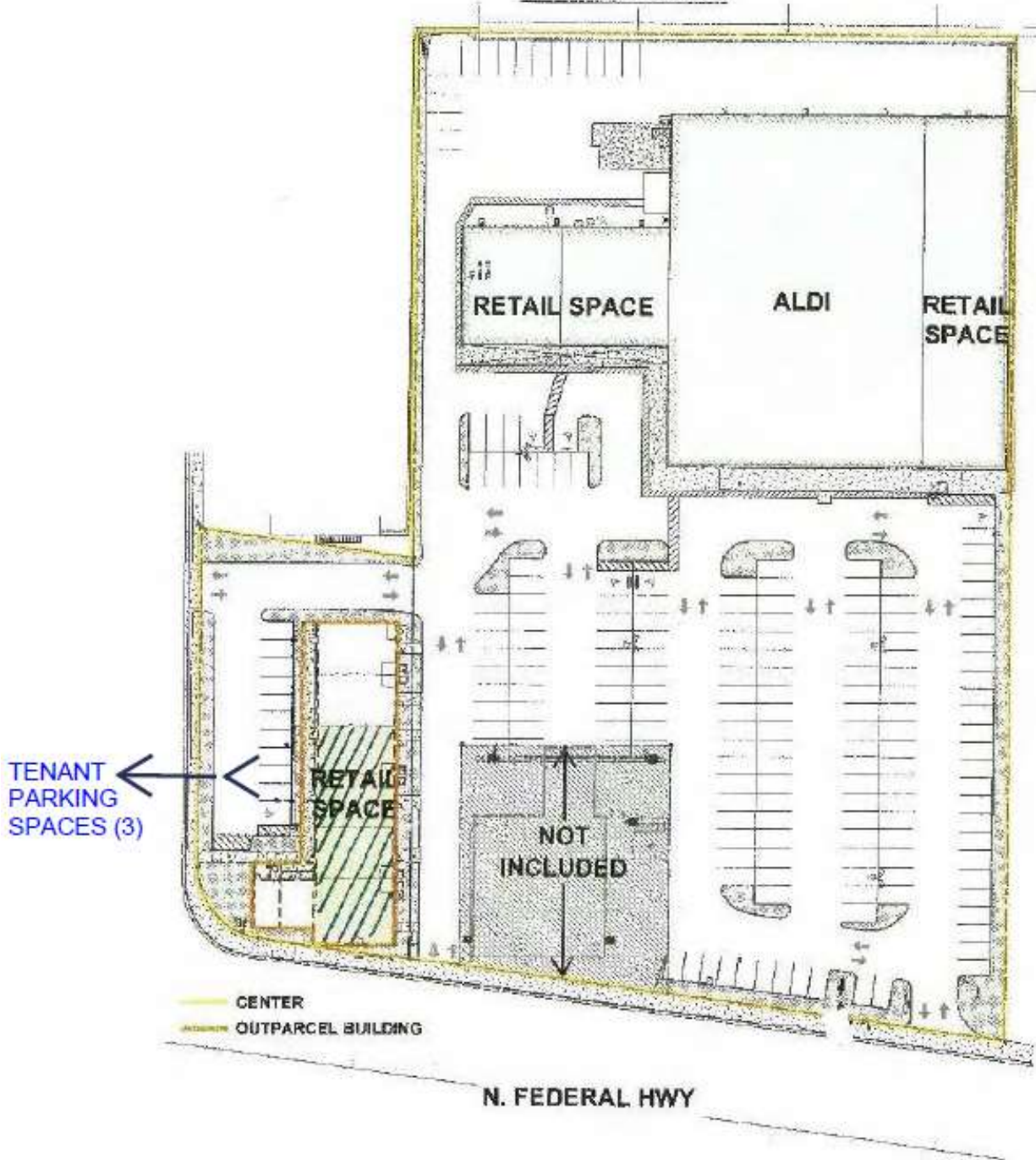


EXHIBIT "B"
INTENTIONALLY DELETED

EXHIBIT "C"
TENANT SIGN SPECIFICATIONS

This Exhibit outlines the tenant sign criteria for retail tenant spaces for Pompano Plaza, Pompano Beach, FL. Tenants will be required to submit detail and dimensioned drawings indicating graphic content, colors, letter style, construction methods, fastening details and electrical requirements to Landlord c/o Ireland Companies, 85 Weston Road, Suite 101, Weston, Florida 33326. These documents must be reviewed and approved by the Landlord and the City of Pompano Beach to fabrication and installation of any sign.

Purpose:

Provide clear communication of each tenant's identity and provide an effective image of that identity which complements the architectural and landscape design of the shopping center. Establish required aesthetic standards to promote and encourage creativity and diversity for signage.

General Requirements:

The approval of the Landlord is required after providing a detailed drawing showing the elevation, location, fabrication and electrical specification details. A permit cannot be issued without written authorization of the Landlord.

All signs require a permit issued by the City of Pompano Beach. Drawings provided to the City are to have an Engineer's seal clearly marked on all plans submitted as required by City of Pompano Beach Code.

All signs are to be installed by a state and/or local certified/registered sign contractor that is approved by the Landlord and according to all Local (City of Pompano Beach Code), State and National Codes.

The approval of a Sign Code Compliance Permit must be obtained before or concurrently with the building permit for each sign.

No sign shall be erected, placed, painted or maintained except in conformance with the Uniform Sign Program.

Design Criteria: Building Wall Signs

Design Criteria for signage is set forth below and as illustrated on the attached details.

Tenant's signs shall be individual, illuminated plastic face channel letters flush mounted to wall.

Subject to the City of Pompano Beach approval, each tenant is allowed One (1) building wall sign on the north side of the building and one (1) blade sign (specs to determined) on the south side of the building. The location, design and layout of all Tenant Signs shall be subject to the approval of the landlord.

Signs are to be installed in the area provided above the tenant space. The sign area is to be the square footage designated allowable by the City of Pompano Beach Code.

Tenant sign area shall be based on 1 square foot per linear foot of tenant frontage. A minimum (six) 6" clearance at the top and bottom.

Signs shall be centered both vertically and horizontally on the sign band above the Leased Premises in order to comply with local City of Pompano Beach Code.

Lighting for all signs will be designated to prevent light spillage from sign face.

Letters are to be fabricated with .040" White aluminum returns which are 5" deep and are attached to .063 aluminum backs.

Letter faces are to be fabricated with 3M-3630-20 (White) translucent vinyl on .118" acrylic plastic with matching white (one) 1" trim cap.

Font type for individual channel letters shall be Century Gothic Bold uppercase and lowercase and the method of illumination shall be with Listed 12 volt LED modules.

Legally Registered Trademarks:

Tenants utilizing legally registered and recognized logos, trademarks or letter style will be exempt from font, color and specified sizes as listed in the above criteria but in accordance with the City of Pompano Beach Code. Landlord approval on signage for such tenants will still be required.

Design Criteria

The location, character, design, color and layout of all tenant window signs shall be subject to the approval of the Landlord and cannot exceed Pompano Plaza Sign Code requirements.

PROHIBITED SIGNS AND INSTALLATION PROCEDURES

- A) Paper signs, cardboard signs, wood signs, hanging signs and/or stickers or decals utilized as signs.
- B) Signs of temporary character or purpose irrespective of the composition of the sign or material used.
- C) Roof signs.

- D) Pictures, paintings or caricatures.
- E) Box signs or cabinet signs.
- F) Advertising devices, slogans, merchandise or service listing.
- G) Animated, moving or rotating signs or portions of signs, including wind operated devices.
- H) Flashing, oscillating or intermittent lights.
- I) Painted on or luminous painted letters.
- J) Noise making devices.
- K) Non-illuminated metal, wood or plastic letters.
- L) Free-standing signs (pole, pylon type, or ground signs).
- M) Banner signs or awnings.
- N) Any other signs or graphics or components which the Landlord determines to distract from the overall center theme and character of the center and/or not permitted by the City of Pompano Beach.
- O) Window signs.
- P) Neon signs.
- Q) Hot and cold air balloons.

EXHIBIT "D"

HEATING AND AIR CONDITIONING MAINTENANCE PROVISIONS

Tenant, at its sole cost, shall maintain the heating, ventilating and air conditioning unit(s) ("**HVAC**") for the Leased Premises in good condition and repair throughout the term of this Lease, including replacements of the unit(s), when reasonably necessary.

As a part of its air conditioning maintenance obligation, Tenant shall enter into an annual contract with an air conditioning repair firm, fully licensed to repair air conditioning units in the State of Florida, which firm shall:

- (a) Regularly service the air conditioning unit(s) on the Leased Premises, at a minimum on a monthly basis, changing belts, filters and other parts as required;
- (b) Perform emergency and extraordinary repairs on the air conditioning units(s); and
- (c) Keep a detailed record of all services performed on the Leased Premises and prepare a yearly service report to be furnished to the Tenant at the end of each calendar year.

Tenant shall furnish to Landlord, at the end of each calendar year, a copy of said yearly service report. Not later than thirty (30) days prior to the date of commencement of the term of this Lease and annually thereafter, Tenant shall furnish to Landlord a copy of the air conditioning maintenance contract described above, and proof that the annual premium for the maintenance contract has been paid. Nothing stated hereinabove shall limit Tenant's obligation to maintain the air conditioning unit(s) in good condition and repair throughout the term of the Lease.

Landlord shall assign any existing HVAC warranties to Tenant on the Lease Commencement Date. Landlord makes no representation as to the effectiveness of adequacy of such warranties, however.

EXHIBIT "E"
RULES AND REGULATIONS

- (a) Tenant agrees as follows:
- (i) All loading of goods shall be done only at such times, in the areas, and through the entrances, designated for such purposes by Landlord.
 - (ii) The delivery or shipping of merchandise, supplies and fixtures to and from the Leased Premises shall be subject to such rules and regulations as in the judgment of the Landlord are necessary for the proper operation of the Leased Premises or Center. No freight, furniture, packages or bulky matter of any description will be received in the Leased Premises, except during the hours designated by Landlord. All deliveries or shipments of any kind to and from the Leased Premises, including loading and unloading of merchandise, supplies and other goods, shall be made only by way of the rear of the Leased Premises (unless the Leased Premises does not have a rear entrance) at a location designated by Landlord, and only at such times designated for such purpose by Landlord; trailers and/or trucks servicing the Leased Premises may only park in portions of the Center designated for such purpose by Landlord, and only while actively loading/unloading. In no event may any trucks be parked in a manner which may interfere with the use of any Common Areas or any pedestrian or vehicular access; and Tenant shall complete or cause to be completed all deliveries, loading, unloading and services to the Leased Premises prior to 10:00 a.m. each day.
 - (iii) All garbage and refuse shall be deposited in the kind of container specified by Landlord and shall be placed outside of the premises prepared for collection in the manner and at the time and places specified by Landlord. If Landlord shall provide or designate a service for picking up refuse and garbage, Tenant shall use same at Tenant's cost. Tenant shall pay the cost of removal of any of Tenant's refuse or rubbish.
 - (iv) No satellite dishes or aerial shall be installed without first obtaining Landlord's prior written consent, not to be unreasonably withheld or delayed. No radio, television, stereo or sound system shall be operated in a manner so as to be heard or seen outside of the Leased Premises, and no advertising medium shall be used which can be seen, heard or experienced outside the Leased Premises, including, but not limited to, flashing lights and searchlights.
 - (v) Tenant shall keep the areas outside and immediately adjoining the Leased Premises in the front and at the rear of the Leased Premises, including any portion of the Common Areas where Tenant is given the right to use for a sales or service area, clean and free from dirt and rubbish, and Tenant shall not place, suffer or permit any obstructions or property in such areas or in any area outside of the Leased Premises. Tenant will not place or maintain any merchandise, vending machines or other articles in the vestibule or entry of the Leased Premises, on the footwalks adjacent thereto or elsewhere on the exterior thereof. The entries, passages, corridors of the Center shall not be obstructed by Tenant or its invitees for any purpose, and shall only be used for ingress and egress to and from the Leased Premises. No mats or other objects shall be permitted in the public corridors. Tenant shall not conduct any business in the areas outside or immediately surrounding the Leased Premises, unless specifically approved by Landlord, in writing, at Landlord's sole discretion.
 - (vi) Tenant will maintain the Leased Premises at its own expense in a clean, orderly and sanitary condition and free of unreasonable odors, insects, rodents, vermin, and other pests; will not burn or permit undue accumulation of garbage, trash, rubbish and other refuse, and will remove the same from the Leased Premises to compactors or other receptacles provided by Landlord, and will keep such refuse in proper containers on the interior of the Leased Premises until so removed from the Leased Premises. Tenant shall break down, flatten or otherwise condense all boxes and trash placed in any trash receptacle. Notwithstanding the foregoing, Tenant at its expense shall make special arrangements, which must be acceptable to Landlord, for the collection, storage and removal of any grease, oils, fats, renderings, foods, or similar waste all of which shall be carried and not dragged to the appropriate disposal facility, and shall not place same in any compactors or other trash receptacles for the Center or in the sewer system of the Center, or in the alternative Landlord will have the right to remove same and charge Tenant for all costs associated therewith, which shall be paid within 10 days after written demand by Landlord. No such waste materials shall be removed from the Leased Premises in any leaking bags or containers, and if any such waste materials spill on the Common Areas same shall be immediately cleaned up by Tenant. Tenant is not allowed to have any cooking utensils or to do any cooking of any kind whatsoever in the Leased Premises or other portions of the Center, nor to permit any vending machines in the Leased Premises for the sale or dispensing of food and/or drinks and/or any other merchandise. If the Leased Premises, pursuant to Section 4.01, are to be used or operated as a restaurant or other use requiring a grease trap, Tenant will be responsible for installing and maintaining same at its own expense, in conformance with all applicable governmental requirements, and in a manner approved by Landlord. Tenant shall store soiled or dirty linen in approved fire rating organization metal containers with self-closing fusible link covers.
 - (vii) Tenant and Tenant's employees shall park their cars only in those portions of the parking area designated for those purposes by the Landlord. Tenant shall furnish Landlord with state automobile license numbers assigned to Tenant's employees within five (5) days after taking possession of the premises and shall thereafter notify the Landlord of any changes within five (5) days after changes occur. In the event that the Tenant or its employees fail to park their cars in designated parking areas as aforesaid, then the Landlord at its option shall charge the Tenant Ten (\$10.00) Dollars per day or partial day per car parked in any area other than those designated as and for agreed and liquidated damages.
 - (viii) The plumbing facilities shall not be used for any other purpose than that, for which they are construed, and no foreign substance of any kind shall be thrown therein, and the expenses of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by Tenant, its agents or invitees, who shall have caused same.
 - (ix) Tenant must have the Leased Premises serviced by a pest exterminator approved or selected by Landlord at least once per month (once a week if Tenant sells food or beverages within the Leased Premises) at Tenant's expense. Landlord, at its option and from time to time, may, at the expense of the Tenant, employ a pest extermination contractor to service the Leased Premises at such intervals as Landlord may require, and Tenant shall permit said contractor to enter the Leased Premises to perform pest extermination services.

- (x) Tenant shall not use, permit or suffer the use of any portion of the Leased Premises as living, sleeping or lodging quarters.
 - (xi) Tenant shall maintain hours of business operation as stipulated in Section 4.02.
 - (xii) No load will be placed on any floor of the Leased Premises which exceeds the floor load per square foot area which such floor area was designated to carry.
 - (xiii) All mechanical equipment and machinery in or serving the Leased Premises will be kept free of vibration and noise which may be transmitted beyond the confines of the Leased Premises, and Tenant will provide sound barriers for Tenant's roof-top HVAC system to the extent required by any environmental or other law, rule, regulation, guideline or order. Upon written request of Landlord, Tenant will, within ten (10) days after the mailing of such notice, provide approved settings for the absorbing, preventing, or decreasing of noise from any or all machines or machinery placed in the Leased Premises.
 - (xiv) Tenant shall not cause or permit strong, unusual, offensive or objectionable noise, odors, fumes, dust or vapors to emanate or be dispelled from the Leased Premises.
 - (xv) No live animals will be kept on or within the Leased Premises.
 - (xvi) Tenant shall not lay linoleum or other similar floor covering so that such floor covering shall come in direct contact with the floor of the Leased Premises and if linoleum or other similar floor covering is so used, an interliner of builder's deadening felt shall first be affixed to the floor by paste or other materials soluble in water, so that such floor covering may be easily removed. The use of cement or other similar material is prohibited.
 - (xvii) No automobiles, trucks or other vehicles may be stored overnight at the Center. No vehicles may be parked at the Center which are not capable of being run under their own power.
 - (xviii) Tenant will not display, paint or cause to be displayed, painted or placed, any handbills, bumper stickers or other advertising or promotional materials or devices on any vehicle parked in the parking area of the Center, whether belonging to Tenant, or to Tenant's agents or employees, or to any other person; will not distribute, or cause to be distributed, in the Center, any handbills or other advertising devices; and will not conduct or permit any activities that might constitute a nuisance or unreasonable source of annoyance to other tenants of the Center or their customers.
 - (xix) Tenant shall not place, suffer or permit displays or decorations on the sidewalks outside of the Leased Premises or on or upon any of the parking or other Common Areas of the Center.
 - (xx) Landlord shall have power to prescribe the weight and position of iron safes and machinery, and they shall in all cases stand on a two (2) inch thick plank to distribute the weight, and the expense of repairing any damage done to the Outparcel Building by installing or removing a safe or machinery, or by the same while in or on the Leased Premises, shall be borne by Tenant. Safes and machinery shall not be moved into or out of the Outparcel Building except by persons approved of and at times fixed by Landlord.
 - (xxi) Neither Tenant nor any of Tenant's employees, agents, or visitors shall at any time keep or have on the Leased Premises any kerosene, camphene, benzine, naphtha, gasoline or any inflammable or combustible fluid, chemical or explosive during the term of this Lease.
 - (xxii) If Tenant desires telegraphic or telephonic connections, Landlord shall direct the electricians as to where and how the wires are to be introduced, and without such directions no boring or cutting of wires will be permitted. No wires of any kind or type (including but not limited to T.V. and radio antennas) shall be attached to the outside of the Leased Premises, and no wires shall be run or installed in any part of the Center without Landlord's prior written consent. No antennas or satellite dishes will be permitted.
 - (xxiii) Landlord reserves the right at all times to exclude newsboys, loiterers, vendors, solicitors, and peddlers from the Center and to require registration or satisfactory identification or credentials from all persons seeking access to any part of the Center outside ordinary business hours. Landlord will exercise its best judgment in the execution of such control but not be liable for the granting or refusal of such access.
- (b) Landlord reserves the right from time to time to suspend, amend or supplement the foregoing rules and regulations, and to adopt and promulgate additional rules and regulations applicable to the Leased Premises. Notice of such rules and regulations and amendments and supplements thereto, if any, shall be given to the Tenant.
 - (c) Tenant agrees to comply with all rules and regulations as may be promulgated by Landlord from time to time.
 - (d) Tenant agrees to comply with the provisions or the declaration as it may be amended from time to time and comply with any rules and regulations as may be adopted by the Association from time to time.

EXHIBIT "F"
COMMENCEMENT FORM

WITNESSETH:

THIS AGREEMENT, made the _____ day of _____, 20____, by and between Ireland Pompano, Ltd., a Florida Limited Partnership (hereinafter referred to as "**Landlord**"), party of the first part, and Nicklaus Children's Pediatric Specialists, LLC, a Florida limited liability company (hereinafter referred to as "**Tenant**"), party of the second part:

WHEREAS, by Lease dated the _____ day of December, 2024, between the parties hereto, the Landlord leased to Tenant and Tenant leased and took from Landlord, for the term and upon the terms and conditions therein set forth, certain premises located in the multi-tenant building located at 998 North Federal Highway, Pompano Beach, Florida (the "**Outparcel Building**") which Outparcel Building is part of a larger center located at 960-998 North Federal Highway, Pompano Beach, Florida, hereinafter called the "**Center**") which premises consists of Suites #1-4 as shown on the Site Plan attached hereto as **Exhibit "A,"** containing an area of approximately 5,530 square feet, hereinafter called the "**Leased Premises**;" and

WHEREAS, said Agreement of Lease provides that the parties shall execute a memorandum setting forth the actual commencement and expiration dates of the Lease, when such dates have been determined;

NOW, THEREFORE, the parties hereto, intending to be legally bound, hereby agree that the term of said Lease shall commence on the _____ day of _____, 20____, and shall end on the _____ day of _____, 20____, at Midnight, unless sooner terminated or extended as therein provided.

The undersigned Tenant is in possession and occupation of the storeroom demised to it in the above-mentioned Center and further states that it opened its store for business and commenced paying rent on the "**Rent Commencement Date**" as set forth above. The Lease is in full force and effect; the Owner is not in default thereof; the premises, as erected, and the parking area, as completed, are accepted by Tenant as being in accordance with the terms of the Lease and there is no offset of rent.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals or caused these presents to be signed by their proper corporate officers and have caused their proper corporate seals to be hereunto affixed, the day and year first above written.

LANDLORD:

IRELAND POMPANO, LTD.,
a Florida Limited Partnership

By: IRELAND POMPANO, INC.,
a Florida Corporation, its General Partner

By: _____
R. Scott Ireland, President

TENANT:

NICKLAUS CHILDREN'S PEDIATRIC SPECIALISTS, LLC
a Florida limited liability company

By: _____
Name: _____
Title: _____

EXHIBIT "A" TO COMMENCEMENT FORM
SITE PLAN

**EXHIBIT A
SITE PLAN**

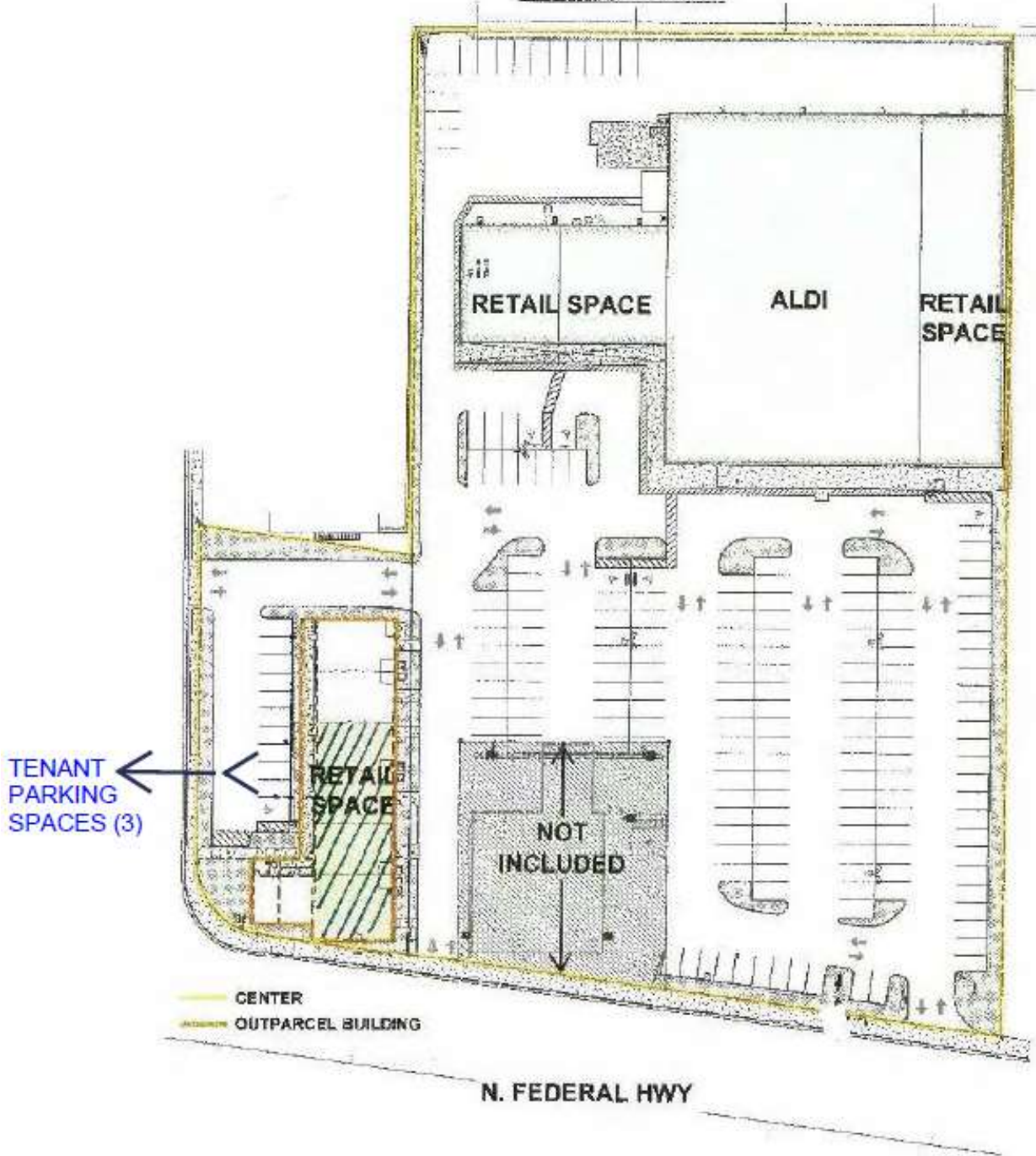


EXHIBIT "G"
EXCLUSIVES AND PROHIBITED USES

Aldi Exclusive: No portion of the Center will be leased, used or occupied for the operation of a Retail Grocery Store. "**Retail Grocery Store**" means a supermarket, a meat market, a grocery store, a fruit and vegetable store or stand, a frozen or otherwise processed food store, and any other store where more than 2,000 square feet of gross leasable area (including merchandise display racks/cases/coolers, etc., and aisle space adjacent to same) is used for the sale or display of grocery items.

Pascal's Bakery: No portion of the Center will be leased to a bakery or used as a bakery.

Pure Hockey: No portion of the Center will be leased to another tenant offering the sale of ice hockey sporting goods, equipment and accessories; ice hockey sporting apparel; ice hockey skates, sticks, helmets, protective pads, nets, jerseys, uniforms and any other ice hockey related items; and providing skate sharpening services.

Prohibited Uses:

- (a) a business selling alcoholic beverages for on-premises consumption except for a restaurant with sit down table service as its primary operation in which the sale of alcoholic beverages does not exceed 50% of its gross sales;
- (b) a laundry (other than the existing space occupied as of the Effective Date by Coin Laundry) or dry cleaning establishment, provided, the foregoing restriction shall not include an establishment for dry cleaning drop-off and pick-up only, with no cleaning services being performed at the subject property;
- (c) any establishment which stocks, displays, sells, rents, or offers for sale or rent any merchandise or material commonly used or intended for the use with or in consumption of any narcotic dangerous drug, or other controlled substance, including, without limitation, any hashish pipe, water pipe, bong, pipe screens, rolling papers, rolling devices, coke spoons or roach clips;
- (d) adult book store, an establishment selling or exhibiting pornographic materials or any form of adult entertainment, or an operation whose principal use is an exotic dancing and/or massage parlor (provided this restriction shall not prohibit massages in connection with a beauty salon, health club or athletic facility);
- (e) a pool or billiard hall (unless operated as part of a large scale family recreation or entertainment facility), video game parlor or amusement arcade, night club, dance club, discotheque, dance hall, skating rink or bowling alley;
- (f) an abortion clinic;
- (g) a lot for the sale of used automobiles;
- (h) a mobile home park, trailer court (except that this provision shall not prohibit the temporary use of construction trailers during any periods of construction, reconstruction or maintenance), mobile home sales lot, living quarters, hotel or apartment building;
- (i) off-track betting establishment or bingo parlor;
- (j) a business which would emit or produce noxious fumes, gases, or loud noises;
- (k) an assembly, manufacturing, distilling, refining, smelting, industrial, agricultural, drilling or mining operation;
- (l) a junk yard, stock yard, animal raising operation, a dump or disposal or any operation for the incineration or reduction of garbage or refuse;
- (m) a pawn shop, flea market, or a "Good Will" or "Salvation Army" type store;
- (n) a mortuary or funeral home;
- (o) a church or other place of worship;
- (p) no flashing neon signs may be placed in the window or on any buildings or on any poles located in the Center;
- (q) the outdoor display, sale or storage of seasonal merchandise (Christmas trees, pumpkins, produce, flowers, etc.) and/or the temporary or periodic (i.e., not permanent) outdoor display, sale or storage of merchandise (art work, novelties, clothing, etc.); and/or
- (r) a school, academy or learning center.

EXHIBIT "H"
SNDA

This Instrument was Prepared by:

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS AGREEMENT (“Agreement”) made as of the _____ day of _____, 20____, by and between **CITY NATIONAL BANK OF FLORIDA** (together with its successors or assigns in interest, collectively, “**Lender**”), with an address at 2855 LeJeune Road, Coral Gables, FL 33134, **IRELAND POMPAÑO, LTD.**, a Florida limited partnership (“**Landlord**”), with an address at 85 Weston Road, Suite 101, Weston, FL 33326, Attn.: M. Scott Ireland, and **NICKLAUS CHILDREN’S PEDIATRIC SPECIALISTS, LLC**, a Florida limited liability company (“**Tenant**”), with an address at 3100 SW 62nd Avenue Miami, FL 33155

RECITALS:

A. Lender is the owner and the holder of a loan evidenced by a promissory note executed as of January 23, 2019 by Landlord, as borrower in favor of Lender and in the stated principal amount of \$6,500,000.00 (the “**Note**”). The Note is secured by a Mortgage and Security Agreement (the “**Mortgage**”) dated the same date as said Note, which Mortgage is to be recorded in the Public Records of Broward County, Florida, constituting a first lien against the real property described on **Exhibit “A”** attached hereto and made a part hereof (the “**Mortgaged Premises**”).

B. Tenant is the tenant under that certain Lease Agreement dated on or about the date hereof by and between Landlord and Tenant (the “**Lease**”), covering all or part of the Mortgaged Premises as set forth under the Lease (hereinafter called the “**Demised Premises**”).

C. Tenant and Lender desire to evidence and confirm their understanding with respect to the Lease and the Mortgage as hereinafter provided.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by all parties, Lender and Tenant agree as follows:

1. **Subordination.** Tenant covenants, stipulates and agrees that the Lease and all of Tenant's right, title and interest in and to the Property thereunder is hereby, and shall at all times continue to be, subordinated and made secondary and inferior in each and every respect to the Mortgage and the lien thereof, to all of the terms, conditions and provisions thereof and to any and all advances made or to be made thereunder, so that at all times the Mortgage shall be and remain a lien on the Property prior to and superior to the Lease for all purposes, subject to the provisions set forth herein. This subordination is to have the same force and effect as if the Mortgage and such renewals, modifications, consolidations, replacements and extensions had been executed, acknowledged, delivered and recorded prior to the Lease, any amendments or modifications thereof and any notice thereof.

2. **Non-Disturbance.** So long as Tenant complies with all of the terms, provisions, agreements, covenants, and obligations set forth in the Lease, Tenant's possession of the Demised Premises under said Lease shall not be disturbed or interfered with by Lender.

3. **Attornment.** If Lender or any other party succeeds to the interest of Landlord under the Lease in any manner, including but not limited to foreclosure, exercise of any power of sale, succession by deed in lieu or other conveyance (a “**Succession**”), Tenant will attorn to and be bound to such party (whether Lender or another party) upon such Succession and will recognize Lender or such other party as the landlord under the Lease. Such attornment is effective and self-operative without the execution of any further instrument. Tenant, upon request, will sign and deliver any instruments reasonably requested to evidence such attornment. Tenant waives the provisions of any statute or rule of law, now or hereafter in effect, which may give or purport to give Tenant any right or election to terminate or otherwise adversely affect the Lease and the obligations of Tenant thereunder as a result of any such foreclosure or trustee's sale.

4. **Limitation On Lender's Liability.** Upon any Succession, Lender shall not be (a) liable for any act or omission of the Landlord under said Lease, (b) subject to any offsets or defenses which Tenant may have against the Landlord arising or occurring prior to the Succession, (c) bound by any rent or additional rent which Tenant may have paid to Landlord for more than the current month, (d) bound by any amendment or modification of the Lease made without Lender's prior written consent, (e) liable for the retention, application or return of any security deposit paid by Tenant to Landlord unless such deposit is delivered to Lender, (f) liable for or obligated to pay for repairs, replacements, damages or allowances not made, performed or paid by the Landlord if such performance or payment was due prior to the Succession, (g) liable for the payment of any leasing commissions, the triggering event for which arose or occurred prior to the Succession, or (h) be obligated to cure any defaults of Landlord under the Lease which occurred prior to the date on which Lender or such Successor succeeded to Landlord's interest under the Lease. Any reference to Landlord includes all prior landlords under the Lease. Neither Lender nor any party taking under a Succession shall be liable for the performance of the obligations of the Landlord under the Lease, except for those obligations which arise during the period of Lender's or such entity's or person's ownership of the Mortgaged Premises. Tenant further agrees that any such liability shall be limited to the interest of Lender or Successor in the Mortgaged Premises, and Tenant shall not be able to enforce any such liability against any other assets of Lender or such Successor.

5. **Tenant's Warranty.** Tenant hereby represents, warrants and covenants to Lender that (a) attached is a true, correct and complete copy of the Lease, (b) there are no known defaults on the part of Landlord, (c) the Lease is a complete statement of the agreement of the parties with respect to the leasing of the Demised Premises, (d) the Lease is validly executed by Tenant and in full force and effect, (e) all conditions to the effectiveness or continuing effectiveness thereof required to be satisfied as of the date hereof have been satisfied, (f) Tenant shall not pay any rent or additional rent under the Lease more than one month in advance, (g) Tenant shall have no right to appear in any foreclosure action under the Mortgage, (h) Tenant shall not

amend, modify, cancel or terminate the Lease without Lender’s prior written consent, and any attempted amendment, modification, cancellation or termination of the Lease without such consent shall be of no force or effect as to the Lender, (i) Tenant shall not voluntarily subordinate the Lease to any lien or encumbrance (other than the Mortgage) without Lender’s prior written consent, (j) Tenant shall not assign the Lease or sublet all or any portion of the Demised Premises (except as permitted by the terms of the lease) without Lender’s prior written consent, (k) this Agreement satisfies any requirement in the Lease relating to the granting of a non-disturbance agreement, and (l) Tenant shall deliver to Lender, from time to time, and within ten (10) days from the date of request, a written statement in form and substance satisfactory to Lender certifying to certain matters relating to the Lease. Tenant acknowledges and warrants to Lender that it has not subordinated the Lease or any of its rights under the Lease to any lien or mortgage other than the Mortgage.

6. **Lender Cure Rights.** Thirty (30) days before exercising any of its rights and remedies under the Lease for a landlord default, Tenant will send written notice to Lender of the occurrence of any default by Landlord and will specify with reasonable clarity the events constituting such default, and thereupon Lender shall have the right (but not the obligation) to cure such default. If the referenced default would entitle Tenant to cancel the Lease or abate the rent payable thereunder, no such cancellation or abatement of rent will be effective unless Lender receives notice in the form and manner required by Paragraph 8 and Lender fails (a) within thirty (30) days of the date of the receipt of such notice by Lender to cure or cause to be cured any default which can be cured by the payment of money and (b) to cure or cause to be cured within sixty (60) days of the receipt of such notice any default which cannot be cured by the payment of money (“**Non-Monetary Default**”); provided, however, that if the Non-Monetary Default is not capable of cure within such sixty (60) day period, no cancellation or abatement by Tenant will be effective as to Lender unless Lender fails within the original sixty (60) day period to commence and diligently prosecute the cure of such default to completion. Tenant will accept cure of any Landlord default by Lender. Tenant specifically agrees that Tenant shall not require Lender to cure any default which is not susceptible of cure by Lender.

7. **Rent Payment.** Immediately upon written notice to Tenant (a) that Lender is exercising its rights under the Mortgage or any other loan documents acting to secure the Note following a default under the Loan, or (b) of Lender’s succeeding to the Landlord’s interest under the Lease, Tenant agrees to pay all rents due under the Lease directly to Lender (in accordance with the Lease).

8. **Notices.** All notices to be given under this Agreement shall be in writing and shall be deemed served upon receipt by the addressee if served personally or, if mailed, upon the first to occur of receipt or the refusal of delivery as shown on a return receipt, after deposit in the United States Postal Service certified mail, postage prepaid, addressed to the address of Landlord, Tenant or Lender appearing below. Such addresses may be changed by notice given in the same manner. If any party consists of multiple individuals or entities, then notice to any one of same shall be deemed notice to such party.

Lender's Address: City National Bank of Florida
2855 LeJeune Road
Coral Gables, FL 33134
Attn.: _____

Landlord's Address: Ireland Pompano, Ltd.
85 Weston Road, Suite 101
Weston, FL 33326
Attn.: M. Scott Ireland

Tenant's Address: Nicklaus Children's Pediatric Specialists
3100 SW 62nd Avenue
Miami, FL 33155
Attn.: General Counsel

9. **Complete Agreement.** This Agreement supersedes, as between the parties hereto, all of the terms and provisions of the Lease which are inconsistent herewith.

10. **No Oral Modification.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors in interest.

11. **Binding Effect.** This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns. Nothing contained in this Agreement shall in any way affect or impair the lien created by the Mortgage except as specifically set forth herein.

12. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be deemed modified to the extent necessary to be enforceable, or if such modification is not practicable, such provision shall be deemed deleted from this Agreement, and the other provisions of this Agreement shall remain in full force and effect, and shall be liberally construed in favor of Lender.

13. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida where the Mortgaged Premises is located.

[Signature pages to follow]

IN WITNESS WHEREOF, the parties hereto have caused this Subordination, Non-Disturbance and Attornment Agreement to be duly executed the day and year first above written.

LENDER:

CITY NATIONAL BANK OF FLORIDA,
a national banking association

Witness: _____
Print Name: _____
Witness Address: _____

By: _____
Name: _____
Title: _____

Witness: _____
Print Name: _____
Witness Address: _____

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

This instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 20____, by _____, as _____ of CITY NATIONAL BANK OF FLORIDA, a national banking corporation, on its behalf.

Notary Public, State of Florida
(Print, Type or Stamp Commissioned Name)

Personally Known **OR**
 Produced Identification
Type of Identification Produced: _____

LANDLORD:

IRELAND POMPANO, LTD.,
a Florida Limited Partnership

By: IRELAND POMPANO, INC.,
a Florida Corporation, its General Partner

By: _____
Name: _____
Title: _____

Witness: _____
Print Name: _____
Witness Address: _____

Witness: _____
Print Name: _____
Witness Address: _____

STATE OF _____)
COUNTY OF _____)

This instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 20____, by _____ as _____ of Ireland Pompano, Inc., a Florida corporation, the General Partner of IRELAND POMPANO, LTD., a Florida limited partnership, on its behalf.

Notary Public, State of Florida
(Print, Type or Stamp Commissioned Name

Personally Known **OR**
 Produced Identification
Type of Identification Produced: _____

TENANT:

NICKLAUS CHILDREN'S PEDIATRIC SPECIALISTS, LLC,
a Florida limited liability company

Witness: _____
Print Name: _____
Witness Address: _____

By: _____
Name: _____
Title: _____

Witness: _____
Print Name: _____
Witness Address: _____

STATE OF _____)
COUNTY OF _____)

This instrument was acknowledged before me by means of physical presence or online notarization, this _____
day of _____, 20____, by _____ as _____
of NICKLAUS CHILDREN'S PEDIATRIC SPECIALISTS, LLC, a Florida limited liability company, on its behalf.

Notary Public, State of Florida
(Print, Type or Stamp Commissioned Name

Personally Known **OR**
 Produced Identification
Type of Identification Produced: _____

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL A - Fee Simple

Part 1:

All that part of the West $\frac{3}{4}$ of the South $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ lying Easterly of the right-of-way line of U.S. No. 1 (known as Federal Highway) as now located and constructed in Section 31, Township 48 South, Range 43 East, described as follows:

Beginning on the North boundary line of the South $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of said Section 31 at a point where the said North boundary line intersects the Easterly boundary line of U.S. Highway No. 1 (as now located and constructed); thence East along the said North boundary, a distance of 446 feet; thence South at the right angle of said North boundary line, a distance of 300 feet; thence West along the line parallel to said North boundary line to the Eastern boundary line of U.S. Highway No. 1 as now located and constructed; thence Northerly along the Easterly boundary of U.S. Highway No. 1 to the Point of Beginning.

Together with:

Part 2:

The East 16.25 feet of the following described parcel:

All that part of the West $\frac{3}{4}$ of the South $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ lying Easterly of the right-of-way line of U.S. No. 1, known as Federal Highway, as now located and constructed in Section 31, Township 48 South, Range 43 East described as follows:

Beginning on the North boundary line of the South $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of said Section 31 at a point where the said North boundary line intersects the Easterly boundary line of U.S. Highway No. 1 as now located and constructed; thence East along the said North boundary, a distance of 462.25 feet; thence South at the right angle of said North boundary line, a distance of 300 feet; thence West along the line parallel to said North boundary line to the Eastern boundary line of U.S. Highway No. 1 as now located and constructed; thence Northerly along the Easterly boundary of U.S. Highway No. 1 to the Point of Beginning.

LESS THAT PORTION DESCRIBED AS:

Parcel 1:

A portion of the South $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of Section 31, Township 48 South, Range 43 East, lying East of the East right-of-way line of U.S. No. 1 (Federal Highway) as now located and constructed and being more fully described as the follows:

Commencing at the North line of the said South $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of Section 31, Township 48 South, Range 43 East, at a point where the said North line intersects East right-of-way line of U.S. No. 1 (Federal Highway) as now located and constructed; thence Southerly on said East right-of-way line, a distance of 25.24 feet to the Point of Beginning; thence Easterly parallel with said North line, a distance of 75.00 feet; thence Southerly at right angles, a distance of 75.00 feet; thence Westerly at right angles, a distance of 85.32 feet, to a point on the said East right-of-way line; thence Northerly on said East right-of-way line a distance of 75.71 feet to the Point of Beginning.

Together with:

Parcel 2:

A portion of the South $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of Section 31, Township 48 South, Range 43 East, lying East of the East right-of-way line of U.S. No. 1 (Federal Highway) as now located and constructed and being more fully described as the follows:

Commencing on the North line of the said South $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of Section 31, at the point of intersection with the said East right-of-way line of U.S. No. 1 (Federal Highway); thence South 07°50' 00" West, on said East right-of-way line, a distance of 100.95 feet to the Point of Beginning; thence continuing South 07°50' 00" West, on said East right-of-way line, a distance of 30.79 feet; thence North 90°00' 00" East, a distance of 89.51 feet; thence North 00°00' 00" East, a distance of 30.50 feet; thence North 90°00' 00" West, a distance of 85.32 feet to the Point of Beginning.

AND

Parcel 3:

A portion of the South $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of Section 31, Township 48 South, Range 43 East, lying East of the East right-of-way line of U.S. No. 1 (Federal Highway) as now located and constructed and being more fully described as the follows:

Commencing on the North line of the said South $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of Section 31, at the point of intersection with the East right-of-way line of U.S. No. 1 (Federal Highway); thence South 07°50' 00" West on said East right-of-way line, a distance of 25.24 feet; thence North 90°00' 00" East, a distance of 75.00 feet to the Point of Beginning; thence continuing North 90°00' 00" East a distance of 35.20 feet; thence South 00°00' 00" East, a distance of 105.50 feet; thence North 90°00' 00" West, a distance of 35.20 feet; thence North 00°00' 00" East, a distance of 105.50 feet to the Point of Beginning.

The above described Parcels also described as follows:

A portion of the South $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of Section 31, Township 48 South, Range 43 East, lying East of the East right-of-way line of U.S. No. 1 (Federal Highway) as now located and constructed and being more fully described as follows:

Commencing at the North line of the said South ½ of the Northwest ¼ of Section 31, at the point of intersection with the said East right-of-way line of U.S. No. 1 (Federal Highway) as now located and constructed; thence South 07°50' 00" West, on said East right-of-way line, a distance of 25.24 feet to the Point of Beginning; thence North 90°00' 00" East a distance of 110.20 feet; thence South 00°00' 00" East, a distance of 105.50 feet; thence North 90°00' 00" West, a distance of 124.71 feet to a point on said East right-of-way line; thence North 07°50' 00" East, a distance of 106.50 feet to the Point of Beginning.

PARCEL B - Leasehold

Leasehold estate created under that certain Ground Lease, dated of April 1, 1958, by and between R.V. Jones and Irene Jones, his wife ("Lessors") and J. L. Gearhart ("Lessee") as evidenced by Lease Agreement recorded in Official Records Book 1270, Page 569, said Lease assigned from J. L. Gearhart to W.W. Welch Company, an Ohio corporation by Assignment of Lease recorded in Official Records Book 1270, Page 580; said Lease assigned from W.W. Welch Company, an Ohio corporation "Assignor" to Armand H. Katz and Gloria F. Katz, his wife "Assignee" by Assignment of Lease recorded in Official Records Book 11936, Page 274; said Lease assigned from Armand H. Katz and Gloria F. Katz, his wife "Assignor" to Gloria F. Katz "Assignee" by Assignment of Lease recorded in Official Records Book 14523, Page 740; Consent to Assignment from Irene Jones Hoskins formerly Irene Jones recorded in Official Records Book 15839, Page 748; said Lease assigned from Gloria F. Katz "Assignor" to Terry Ford Company "Assignee" by Assignment of Lease recorded in Official Records Book 15839, Page 751; said Lease assigned from Terry Ford Company, a Florida corporation (Assignor) and Hollywood Ford, Inc., a Delaware corporation (Assignee) by Assignment of Ground Leases recorded in Official Records Book 26756, Page 685; Consent by Lessor to Assignment of Lessee's Interest in Lease, to a Sublease of the Premises, to a Sub-Lease of the Premises and to a Pledging of the Lessee's Interest as Collateral for Loans recorded in Official Records Book 26756, Page 692; said Lease assigned from Hollywood Ford, Inc., a Delaware corporation ("Assignor") to Pompano Auto Investors I, LLC, a Florida limited liability company ("Assignee") by Assignment of Lease recorded in Official Records Book 31291, Page 164, which Assignment was consented to by Lessor by "Landlord's Consent to Assignment of Lease" recorded in Official Records Book 31291, Page 169; said Lease assigned from Pompano Auto Investors I, LLC, a Florida limited liability company ("Assignor") to Pompano Medical Offices, LLC, a Florida limited liability company ("Assignee") and consented to and joined by Thelma L. Johnson by Assignment of Lease recorded in Official Records Book 41846, Page 1062, said Ground Lease assigned from Pompano Medical Offices, LLC, a Florida limited liability company ("Assignor") to Ireland Pompano, Ltd, a Florida limited partnership ("Assignee") by Assignment of Lease dated August 24, 2017 and recorded in Instrument No. 114586989, as amended by First Amendment to Ground Lease dated April 1, 2018 recorded in Instrument No. 115025379, of the Public Records of Broward County, Florida, demising the following described lands:

That part of the South one-half (S1/2) of the Northwest one-quarter (NW1/4) of the Northwest one-quarter (NW1/4) of Section 31, Township 48 South, Range 43 East, described as follows:

Beginning at the intersection of the East right-of-way line of U.S. Highway No. 1 and the South boundary of the said South one-half (S1/2) of the Northwest one-quarter (NW1/4) of the Northwest one-quarter (NW1/4); thence East along the said South boundary a distance of 200 feet; thence North parallel to the said East right-of-way line a distance of 107.78 feet to the South right-of-way line of Northeast 10th Street; thence West along said South right of way line a distance of 200.00 feet to the said East right of way line of U.S. Highway No. 1; thence South along said East right-of-way line 107.80 feet to the Point of Beginning.

LESS AND EXCEPT Parcel No. 126 as set forth in the Order of Taking under Broward County, Florida, Case No. CACE:98-6103 recorded December 9, 1998 in Official Records Book 29056, Page 1921, said Parcel No. 126 being described in the Notice of Lis Pendens filed in the above case and recorded April 20, 1998 in Official Records Book 28072, Page 543, of the Public Records of Broward County, Florida.

Said lands situate, lying and being in Broward County, Florida.

OPTION TO RENEW ADDENDUM

So long as Tenant is not in Default under any of the terms and conditions contained within this Lease, Landlord grants to Tenant an option to renew this Lease for two (2) additional five (5) year option periods subject to the following:

- (a) As to the exercise of each renewal option by Tenant, the Landlord is materially relying upon the timely exercise of such option and therefore, time is of the essence. Tenant shall give Landlord written notice (the "**Renewal Notice**") of Tenant's election to exercise its renewal option no earlier than one year from expiration of the then current term of the Lease and no later than two hundred seventy (270) days prior to the expiration of the then current term of the Lease; provided that Tenant's failure to give the Renewal Notice by said date, whether due to Tenant's oversight or failure to cure any existing defaults or otherwise, shall render the renewal option null and void, and Tenant shall be deemed to have irrevocably waived its present renewal option and all remaining renewal options.
- (b) Tenant is not late on more than three (3) occasions within any 12-month period during the term of this Lease in the required payment of Minimum Rent or Additional Rent. For definition herein, a rental payment shall be considered "late" if its receipt by Tenant is on or after the sixth (6th) calendar day of the month. Landlord shall provide Tenant with written notice of each late payment occurrence.
- (c) Tenant has complied with the operating hours as stipulated in Section 4.02 of the Lease.
- (d) All other terms and conditions of this Lease shall remain unchanged with the exception of monthly Minimum Rent which shall be increased during the renewal term on each anniversary of the Commencement Date by the following:

OPTION 1

| <u>YEAR</u> | <u>ANNUALLY</u> | <u>MONTHLY</u> |
|-------------|-----------------|----------------|
| 11 | \$297,274.30 | \$24,772.86 |
| 12 | \$306,192.53 | \$25,516.04 |
| 13 | \$315,378.31 | \$26,281.53 |
| 14 | \$324,839.66 | \$27,069.97 |
| 15 | \$334,584.85 | \$27,882.07 |

OPTION 2

| <u>YEAR</u> | <u>ANNUALLY</u> | <u>MONTHLY</u> |
|-------------|-----------------|----------------|
| 16 | \$344,622.39 | \$28,718.53 |
| 17 | \$354,961.06 | \$29,580.09 |
| 18 | \$365,609.90 | \$30,467.49 |
| 19 | \$376,578.19 | \$31,381.52 |
| 20 | \$387,875.54 | \$32,322.96 |

LANDLORD:

IRELAND POMPARO, LTD.,
a Florida Limited Partnership

By: IRELAND POMPARO, INC.,
a Florida Corporation, its General Partner

DocuSigned by:
By: R. Scott Ireland
7501BA85CF65447
R. Scott Ireland, President

TENANT:

NICKLAUS CHILDREN'S PEDIATRIC SPECIALISTS, LLC
a Florida limited liability company

DocuSigned by:
By: Dawn Javersack
04CE1051EF984B0...
Name: Dawn Javersack
Title: Senior VP and CFO

GUARANTY

In consideration of that certain Lease between IRELAND POMPANO, LTD., a Florida limited partnership ("**Landlord**") and NICKLAUS CHILDREN'S PEDIATRIC SPECIALISTS, LLC, a Florida limited liability company ("**Tenant**") dated the _____ day of December, 2024 (said lease, as heretofore or hereafter supplemented, amended, restated, renewed, extended, replaced or modified, is hereinafter referred to as the "**Lease**"), and to induce Landlord to enter into said Lease, and in further consideration of the sum of ten dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned (the "**Guarantor**"), and the undersigned's legal representatives, successors and assigns, does hereby unconditionally guaranty to Landlord, its successors and assigns, the full and faithful performance and observance by Tenant, its successors and assigns, of all the terms, covenants, conditions and agreements of the Lease including, but not limited to, the payment of all Rent and other sums due under the Lease. Guarantor agrees and covenants with Landlord as follows:

A. that Guarantor hereby unconditionally, absolutely and irrevocably guarantees to the Landlord the full, prompt and punctual payment of any and all Rent and other amounts that may be or become due to Landlord from time to time under the Lease and will timely, completely and truly perform all of the terms and covenants in the Lease to be performed or to be paid by Tenant thereunder and, in addition, will pay all damages, claims, liabilities, costs and expenses that may arise in consequence of a Default under the Lease, including all attorneys' fees and other costs that may be incurred by Landlord in enforcing Tenant's covenants and agreements set forth in the Lease, or in enforcing the covenants and agreements of the undersigned herein, all without requiring notice from Landlord of any such Default;

B. that Guarantor will indemnify and hold Landlord harmless from and against all damages, claims, liabilities, costs and expenses that may arise in consequence of a Default under the Lease including, but not limited to, the failure to pay the Rent to Landlord;

C. that this is a guaranty of payment and not of collection;

D. that, at the option of Landlord, Guarantor may be joined in any action or proceedings commenced by Landlord against Tenant in connection with or based upon the Lease or any provision thereof, and that recovery may be had against the undersigned jointly, severally and in the alternative with other parties, in any such action or proceeding, or in any independent action or proceeding against Guarantor without any requirement that Landlord or its respective successors or assigns first assert, prosecute or exhaust any remedy or claim against Tenant, its legal representatives, successors or assigns; all to the effect that the liability of the Guarantor hereunder shall be deemed joint and several;

E. that each Default under the Lease shall give rise to a separate cause of action, and separate suits may be brought hereunder as each cause of action arises;

F. that, in the event of any bankruptcy, liquidation, reorganization, winding-up, or similar proceeding with respect to Tenant, no limitation on Tenant's liability under the Lease which may now or hereafter be imposed by any federal, state or other statute, law or regulation applicable to such proceedings shall in any way limit the Guarantor's obligation hereunder, which obligation is coextensive with Tenant's liability as set forth in the Lease, without regard to any such statutory limitation; and if at any time all or any part of any payment applied by Landlord to any of Tenant's liabilities is rescinded or returned by Landlord for any reason whatsoever (including, without limitation, the insolvency, bankruptcy, liquidation or reorganization of any other party), such liabilities shall, for the purposes of this Guaranty, be deemed to have continued in existence to the extent of such payment, notwithstanding such application by Landlord, and this Guaranty shall continue to be effective or be reinstated, as the case may be, as to such liabilities in addition to any legal fees incurred by Landlord associated therewith, all as though such application by Landlord had not been made;

G. that this continuing Guaranty is absolute, present and unconditional and shall remain in full force and effect and shall extend to any renewal, extension, indulgence, modification or amendment of the Lease, to any Tenant holdover period, and to any assignment, subletting or other transfer of Tenant's interest under the Lease, whether or not Guarantor consented thereto and regardless of the materiality thereof;

H. that, without affecting, modifying, altering, releasing or limiting the liability of the Guarantor or any other person liable or who may become liable under the Lease, or who may have assumed or guaranteed the Lease, the following actions may be taken by Landlord without further notice to or consent of the Guarantor, either before or after a Default: (i) any one or more parties liable under the Lease or who may have guaranteed the Lease may be released; (ii) Landlord may fail to act with diligence or may delay in the collection of the Rent or in the enforcement of the terms, covenants and conditions of the Lease; and (iii) no action in seeking the consent of the Guarantor of any actions or modifications of the Lease shall be deemed a waiver of Landlord's right to take such actions without notice to the Guarantor;

I. that the validity of this Guaranty and the obligations of the Guarantor hereunder shall in no way be terminated, limited, diminished, affected or impaired by reason of any action which Landlord might take or be forced to take against Tenant, or by reason of any waiver of or failure to enforce any of the rights or remedies reserved to Landlord in the Lease, at law, in equity or otherwise, or by the repossession by Landlord of the Leased Premises or by reason of any defense, right of setoff or claim which Tenant or Guarantor may have against Landlord;

J. that the obligations of Guarantor, if more than one party, are joint and several and shall be fully valid and binding as against each signatory hereto individually whether or not any other party or parties hereto have executed this Guaranty, it being specifically understood that said signatures are not mutually dependent;

K. that the interest of Landlord under this Guaranty may be assigned by it, by way of security or otherwise, with or without notice to Guarantor;

L. THAT GUARANTOR WAIVES NOTICE OF THE ACCEPTANCE OF THIS GUARANTY AND OF ANY AND ALL DEFAULTS UNDER THE LEASE, AND WAIVES ANY RIGHT TO REQUIRE THAT ANY ACTION BE BROUGHT AGAINST TENANT OR AGAINST ANY OTHER SECURITY FOR THE LEASE;

M. THAT GUARANTOR WAIVES NOTICE OF ANY AND ALL OTHER NOTICES OR DEMANDS WHICH MAY BE GIVEN BY LANDLORD TO TENANT, WHETHER OR NOT REQUIRED TO BE GIVEN TO TENANT UNDER THE LEASE;

N. THAT, WITH RESPECT TO PAYMENTS MADE BY GUARANTOR HEREUNDER, GUARANTOR SHALL NOT HAVE ANY RIGHTS BASED ON SURETYSHIP, SUBROGATION OR OTHERWISE TO STAND IN THE PLACE OF LANDLORD

AS TO COMPETE WITH LANDLORD AS A CREDITOR OF TENANT AND GUARANTOR HEREBY WAIVES ALL SUCH RIGHTS TO THE FULLEST EXTENT PERMITTED BY LAW;

O. any indebtedness of Tenant to Guarantor (the "Subordinated Debt") now or hereafter existing is hereby subordinated to the liabilities of Guarantor to Landlord hereunder and until the full, final and unavoidable payment of all such liabilities, Guarantor will not seek, accept or retain for Guarantor's account any payment from Tenant on account of any Subordinated Debt, and payments to Guarantor on account of the Subordinated Debt shall be collected and received by Guarantor in trust for Landlord and shall be paid over to Landlord on account of such liabilities without impairing or releasing the obligations of Guarantor hereunder;

P. GUARANTOR HEREBY SUBMITS TO PERSONAL JURISDICTION IN THE STATE OF FLORIDA FOR THE ENFORCEMENT OF THIS GUARANTY, AND WAIVES ANY AND ALL RIGHTS UNDER THE LAWS OF ANY STATE OR THE UNITED STATES TO OBJECT TO JURISDICTION WITHIN FLORIDA FOR THE PURPOSES OF LITIGATION TO ENFORCE THIS GUARANTY. GUARANTOR AGREES AND CONSENTS THAT IN ADDITION TO ANY METHODS OF SERVICE OF PROCESS PROVIDED BY APPLICABLE LAW, ALL SUCH SERVICE OF PROCESS AND ANY SUIT, ACTION, OR PROCEEDING MAY BE MADE BY CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUESTED, DIRECTED TO GUARANTOR AT GUARANTOR'S ADDRESS OF 3100 SW 62ND AVENUE, MIAMI, FLORIDA 33155, AND SERVICE SO MADE SHALL BE COMPLETE UPON RECEIPT THEREOF; PROVIDED, HOWEVER, THAT IF GUARANTOR SHALL REFUSE TO ACCEPT DELIVERY THEREOF OR IF THE NOTICE IS UNCLAIMED, SERVICE SHALL BE DEEMED COMPLETE FIVE DAYS AFTER THE SAME SHALL HAVE BEEN SO MAILED;

Q. if any term or provision of this Guaranty, or the application thereof to any person or circumstance, shall be invalid or unenforceable, the remainder of this Guaranty, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Guaranty shall be valid and enforced to the fullest extent permitted by law;

R. any act of Landlord, or of the successors or assigns of Landlord, consisting of a waiver of any of the terms or conditions of the Lease, or the giving of any consent to any manner or thing relating to the Lease, or the granting of any indulgences or extensions of time to Tenant, may be done without notice to Guarantor and without releasing the obligations of Guarantor hereunder;

S. the obligations of Guarantor hereunder shall not be released by Landlord's receipt, application or release of security given for the performance and observance of covenants and conditions in the Lease contained on Tenant's part to be performed or observed;

T. that this Guaranty may not be changed, modified, discharged or terminated orally or in any manner other than by an agreement in writing signed by the Guarantor and the Landlord;

U. THAT IN ANY ACTION OR PROCEEDING BROUGHT ON, UNDER OR BY VIRTUE OF THIS GUARANTY OR THE LEASE, GUARANTOR HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY. GUARANTOR ACKNOWLEDGES THAT THIS WAIVER IS GIVEN KNOWINGLY AND INTELLIGENTLY WITH THE FULL KNOWLEDGE AND UNDERSTANDING THAT ANY LEGAL ACTION BROUGHT WILL BE DECIDED BY A JUDGE AS OPPOSED TO A JURY; AND

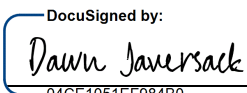
V. that Guarantor hereby certifies it has read the Lease and understands the terms and conditions contained therein.

The use of the singular herein shall include the plural. Each term used in this Guaranty, unless otherwise defined herein, shall have the same meaning as when used in the Lease. This Guaranty shall be construed, and all disputes, claims, and questions arising hereunder shall be determined, in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the undersigned has caused this Guaranty to be executed as of the 6th day of December, 2024.

GUARANTOR:

MIAMI CHILDREN'S HEALTH SYSTEM, INC.,
a Florida not for profit corporation

By: 
Name: Dawn Javersack
Title: Senior VP and CFO