

**SUB-SUBLEASE AGREEMENT**

**THIS SUB-SUBLEASE AGREEMENT** (“Sub-Sublease”) is entered into as of this 23 day of Dec, 2024 (“Effective Date”), by and between CITY OF HOLLYWOOD, FLORIDA, a municipal corporation organized and existing under the laws of the state of Florida (“Sublandlord”) and BARRY UNIVERSITY, INC., a Florida not-for-profit corporation (“Subtenant”).

WHEREAS, Sublandlord has entered into that certain Educational Sublease Agreement by and between Sublandlord, as tenant, and HTG US RETAIL, LLC, a Florida limited liability company, as landlord (“Landlord”), dated May 25, 2023 (“Educational Sublease”), a copy of which has been provided to Subtenant.

WHEREAS, Landlord has entered into that certain Lease Agreement by and between Landlord, as tenant (“Lessee”), and University Station I, LLC, a Florida limited liability company, as landlord (“Lessor”), dated May 25, 2023 (“Master Lease”), a copy of which has been provided to Subtenant.

WHEREAS, Lessor has entered into that certain Ground Lease Agreement by and between Lessor, as tenant, and the City of Hollywood, Florida, a Florida municipal corporation, as landlord, dated September 30, 2020 and amended and restated on May 25, 2023 (“Ground Lease”), a copy of which has been provided to Subtenant.

WHEREAS, Sublandlord has agreed to lease to Subtenant, and Subtenant has agreed to lease from Sublandlord, the Premises described below, on the terms set forth in this Sub-Sublease.

NOW, THEREFORE, in consideration of the rents to be paid by Subtenant and the mutual covenants herein contained, the parties agree as follows:

**1. SUB-SUBLEASE SUMMARY AND EXHIBITS.**

**1.1 RECITALS; SUB-SUBLEASED PREMISES.** The foregoing recitals are true and correct and are incorporated herein. The Sub-Subleased premises (“Premises”) consists of: a) an agreed area of 12,210 rentable square feet of academic space (consisting of offices, classrooms, meeting rooms and associated facilities) as outlined on the floor plan attached as Exhibit A (“Educational Area”); and b) 20 parking spaces (“Barry Parking Spaces”). Premises are located on the real property legally described on the attached Exhibit B, and commonly known as University Station, to be located at 309 North 21<sup>st</sup> Avenue, Hollywood, Florida 33020 and to consist of two multi-use towers (“Residential Buildings”) and one parking garage building with residential and public parking (“Garage Building”), which shall contain at least 345 public parking spaces. The Premises do not include the real property beneath or above the Premises or structural elements of the Premises or of the building in which the Premises is located (“Building”). The Building, the real property upon which it is situated, all other improvements located on such land, and all common areas appurtenant to the Building are referred to as the “Property.”

Subtenant understands and acknowledges that the Building in which the Premises are located includes a multi-family residential apartment project on the upper floors of the Building,

and that neither Subtenant, nor its employees, agents, guests, students or other invitees are permitted to have access to such residential areas unless they are residents or invited guests of residents of the apartment project.

**1.2 SUB-SUBLEASE COMMENCEMENT DATE.** The term of this Sub-Sublease (“Sub-Sublease Term” or “Term”) shall commence 60 days after Sublandlord notifies Subtenant of Substantial Completion (as defined in Exhibit C) of the Sublandlord Improvements (“Commencement Date”), which Sublandlord and Subtenant estimate will occur on or about June 1, 2025 (“Estimated Commencement Date”), unless Subtenant terminates this Sub-Sublease as set forth below. Notwithstanding any provisions to the contrary in this Sub-Sublease and attachments, a Certificate of Occupancy shall be required for Substantial Completion. Each lease year (“Lease Year”) shall commence on the anniversary of the Commencement Date, or if the Commencement Date is not the first day of the month, then the first day of the month following the Commencement Date. If Substantial Completion has not occurred by December 31, 2025, Subtenant shall have the right to terminate this Sublease by giving written notice to Sublandlord within 10 days after December 31, 2025.

**1.3 SUB-SUBLEASE EXPIRATION DATE.** The Sub-Sublease Term shall expire at midnight 10 years after the Rent Commencement Date, as defined below (“Expiration Date”), subject to the early termination rights set forth in this Sub-Sublease. Subtenant shall have the right to early terminate the Sub-Sublease Term at the end of the 84<sup>th</sup> full calendar month following the Rent Commencement Date (“Early Termination Date”) by providing the Sublandlord prior written notice at least six months prior to the Early Termination Date and paying the unamortized amount of the Sublandlord Improvements, with no interest being charged and a straight line amortization.

**1.4 ANNUAL RENT.** Annual rent for the Premises shall be at the rate of \$25.00 per rentable square foot for the first Lease Year, or \$305,250 (“Annual Rent”), payable in monthly installments (“Monthly Rent”) of \$25,437.50, together with any sales or rental tax, if applicable, payable to the State of Florida, Broward County or the City of Hollywood (“Rental Tax”). Rent will be due beginning on the date that is two months from the Commencement Date (“Rent Commencement Date”) and every month thereafter on the first of every month. If the Rent Commencement Date is not the first day of a calendar month, rent for such partial first month will be prorated. Annual rent shall increase annually on the anniversary of the Commencement Date, or if the Commencement Date is not the first day of the month, then the first day of the month following the Commencement Date to an amount equal to 102% of the previous Lease Year’s annual rent, together with any applicable Rental Tax, payable in monthly installments. Such annual escalations of Annual Rent shall apply to each Lease Year after the first Lease Year of each Option Term if the term of this Sub-Sublease is extended in accordance with Section 3.3 below. Rent shall be payable at Sublandlord’s address shown in Section 1.8 below, or such other place designated in writing by Sublandlord.

For any year in which Sublandlord is required to pay real property taxes because of Subtenant’s use of the Premises, Subtenant shall pay Sublandlord, as additional rent, the amount of such property taxes that is directly attributable to Subtenant, such payment to be due within 30 days after the Sublandlord submits an invoice to Subtenant. For any year in which Sublandlord is required to pay real property taxes because it has assigned this lease to a non-exempt entity that is

required to pay real property taxes, Sublandlord's assignee shall immediately pay such real property taxes directly attributable to its use of the Property as and when due.

**1.5 PREPAID RENT.** Intentionally Deleted.

**1.6 SECURITY DEPOSIT.** Intentionally Deleted.

**1.7 PERMITTED USES.** Permitted use of the Premises shall be primarily for post-secondary academic activities (consisting of offices, classrooms, labs, patient care clinics for student learning, simulation space, meeting rooms and associated facilities) that are associated with a college or university and for no other purpose without the prior written consent of Sublandlord.

**1.8 NOTICE AND PAYMENT ADDRESSES.**

**Sublandlord:** City of Hollywood  
Office of the City Manager  
2600 Hollywood Blvd.  
Hollywood, Florida 33020  
Attn: Raelin Storey  
Email: [rstorey@hollywoodfl.org](mailto:rstorey@hollywoodfl.org)

Copy to:

City of Hollywood  
Office of the City Attorney  
2600 Hollywood Blvd.  
Hollywood, Florida 33020  
Attn: Douglas R. Gonzales  
Email: [dgonzales@hollywoodfl.org](mailto:dgonzales@hollywoodfl.org)

**Subtenant:** Barry University, Inc.  
11300 NE Second Avenue  
Miami, Florida 33161  
Attn: Office of Legal Affairs  
Email: [smcmillan@barry.edu](mailto:smcmillan@barry.edu)

**1.9 EXHIBITS.**

EXHIBIT A Floor Plan  
EXHIBIT AA Approved Plans  
EXHIBIT B Legal Descriptions  
EXHIBIT C Agreement for Sublandlord Improvements  
EXHIBIT D Signage Design Standards  
EXHIBIT E Parking Availability Map

**2. AGREEMENT TO SUB-SUBLEASE PREMISES.** Sublandlord agrees to sub-lease to Subtenant, and Subtenant agrees to sub-lease from Sublandlord the Premises, together with the right to use the common areas of the Property in common with other tenants and occupants of the Building, upon the terms and conditions set forth herein.

**3. TERM AND CONDITION OF PREMISES.**

**3.1 TERM.** The Sub-Sublease Term shall commence on the Commencement Date set forth in Section 1.2 and shall expire on the Expiration Date set forth in Section 1.3, unless the Sub-Sublease is sooner terminated or extended as provided herein. The Sub-Sublease Term may be extended as set forth in Section 3.3. References herein to “Sub-Sublease Term” or “Term” shall also include the Option Term if the option set forth below is exercised.

**3.2 DELIVERY OF POSSESSION AND CONDITION OF PREMISES.** Subtenant shall be entitled to provisionally enter the Premises at any time after completion of construction of the Building and the demising of the Premises in order to take measurements, and commence Subtenant’s work, including without limitation planning, measurement, cabling, and installation of furniture, fixtures, inventory and equipment (“Subtenant’s Provisional Entry”), provided that Subtenant does not interfere with the completion of Landlord’s construction of the Sublandlord Improvements as a result of Subtenant’s Provisional Entry. All of Subtenant’s insurance and indemnity obligations under this Sub-Sublease shall be applicable during the Provisional Entry period.

Sublandlord shall cause the Landlord to deliver the Premises to Subtenant in a “turn-key” condition complete with the construction and installation of certain improvements to the Premises (collectively the “Sublandlord Improvements”) in accordance with the Approved Plans (as defined in Exhibit C). Upon Commencement, the Subtenant becomes responsible for the Sublandlord Improvements (thereafter referred to as “Improvements”). Sublandlord makes no representations or warranties to Subtenant regarding the condition of the Premises, except as expressly set forth herein.

**3.3 OPTION TO RENEW.** Subtenant may extend the Sub-Sublease Term for one additional five-year term (“Option Term”) on the same terms and conditions set forth herein, with the Monthly Rent continuing to increase two percent each year. Subtenant may not extend the Sub-Sublease Term if Subtenant is under an existing uncured Event of Default at the time Subtenant is required to exercise the Option to Renew. Subtenant must give Sublandlord 240 days written notice before the end of the Sub-Sublease Term of its intent to exercise the Option to Renew. If Sublandlord does not reasonably expect to renew its Lease with Landlord at the end of the initial 15 year term, Sublandlord shall give prior notice of non-renewal to Subtenant 18 months before the Option Term ends.

**4. RENT.** All Rent (as defined in Section 4.5 below) payments shall be made without deduction or offset to the Sublandlord, except as provided in this Sub-Sublease, at the address set forth in Section 1.8.

**4.1 PAYMENT OF MONTHLY RENT.** Subtenant agrees to pay the Monthly Rent for the Premises in advance, on or before the first day of each calendar month. Monthly Rent for

any partial month at the beginning or end of the Sub-Sublease Term shall be prorated. The Monthly Rent shall be paid to the Sublandlord at such place as Sublandlord may from time to time designate in writing to Subtenant. Subtenant shall pay to Sublandlord a sum equal to all applicable Rental Tax, and any other charges, taxes, and/or impositions now in existence or subsequently imposed based upon the privilege of renting the Premises or upon the amount of rent collected. The foregoing notwithstanding, if, and so long as Subtenant has a sales tax exemption certificate, issued by the Florida Department of Revenue (of which Subtenant shall provide a true, correct, and complete copy to Sublandlord contemporaneously with Subtenant's execution and delivery of this Sub-Sublease), Subtenant shall be exempted from paying Rental Tax under this Sub-Sublease. Subtenant shall, not later than 30 days before the end of each Lease Year, provide to Sublandlord an updated sales tax exemption certificate from the Florida Department of Revenue to establish Subtenant's continued exemption from sales tax for the upcoming Lease Year. If, at any time during the Term, Subtenant no longer holds a valid sales tax exemption certificate from the Florida Department of Revenue or it is determined by the Florida Department of Revenue that sales tax is otherwise due on the Annual Rent for any reason whatsoever, then Subtenant shall be liable for all sales taxes due under this Sub-Sublease thereafter and shall promptly remit same to Sublandlord. Subtenant shall indemnify and hold harmless Sublandlord from any and all liability, charge, expense, claim or other matter with respect to any sales taxes assessed by the Florida Department of Revenue in connection with this Sub-Sublease.

**4.2 ADDITIONAL RENT.** All payments due to Sublandlord hereunder other than Monthly Rent are "Additional Rent."

**4.3 Payment of Utilities; Communication Expenses and Trash.** Sublandlord will cause the Educational Area to be separately metered for electric (including operation of the HVAC system serving the Premises) and water/sewer/electrical utility services ("Utilities"). The monthly consumption and further fees charged by service providers of the Utilities shall be paid by the Sublandlord. Subtenant shall obtain its own communication services for telephone, internet, inter-com system and other communication expenses for the Improvements ("Communication Expenses"). Sublandlord shall pay directly to the above-mentioned utility service providers or to Landlord (if Utility is sub-metered) in a timely manner and will post such deposits as the utilities may require. Sublandlord shall also pay the Landlord for the Premises' pro rata share of trash expenditure as per the Educational Sublease. Subtenant's housekeeping shall be responsible for placing all trash in the place and manner designated by the Sublandlord.

**4.4 LATE PAYMENT.** Intentionally Deleted.

**4.5 RENT AND OTHER CHARGES.** Monthly Rent, Additional Rent, and any other amounts which Subtenant is or becomes obligated to pay Sublandlord under this Sub-Sublease or other agreement entered into in connection herewith, are sometimes referred to collectively as "Rent" and all remedies applicable to the nonpayment of Rent shall be applicable thereto.

**5. SECURITY DEPOSIT.** Intentionally deleted.

**6. SUBTENANT'S USE OF THE PREMISES.** Subtenant shall use the Premises solely for the purposes set forth in Subtenant's use clause in Section 1.7 ("Permitted Uses").

Subtenant shall not use or occupy the Premises in violation of law applicable to the Building or the certificate of occupancy issued for the Building, and shall, upon notice from Sublandlord, immediately discontinue any use of the Premises that is declared by any governmental authority having jurisdiction to be a violation of law or of occupancy. Subtenant, at Subtenant's own cost and expense, shall comply with all laws, ordinances, regulations, rules and/or any directions of any governmental agencies or authorities having jurisdiction which shall, by reason of the nature of Subtenant's specific use or occupancy of the Premises, impose any duty upon Subtenant or Sublandlord with respect to the Premises or its use or occupation. Subtenant shall not do or permit to be done anything which will invalidate or increase the cost of any fire, extended coverage or other insurance policy covering the Building and/or property located therein, and shall comply with all rules, orders, regulations, requirements and recommendations of the Insurance Services Office or any other organization performing a similar function. Subtenant shall promptly upon demand reimburse Sublandlord for any additional premium charged for such policy by reason of Subtenant's failure to comply with the provisions of this Section 6. Subtenant shall not do or permit its employees, agents and contractors to do anything in or about the Premises which will in any way obstruct or interfere with the rights of other Subtenants or occupants of the Building, nor shall Subtenant cause, maintain or permit any nuisance in, on or about the Premises. Subtenant shall not commit or suffer to be committed by its employees, agents or contractors any waste in or upon the Premises. Subtenant shall operate its business at the Premises continuously throughout the Sub-Sublease Term and any Option Term, subject to Subtenant's academic calendar and temporary closures for repair or restoration after a casualty or for renovation. Subtenant shall have access to the Premises, and the portions of the Building necessary to access the Premises on a 24 hours per day, seven days per week basis during the entire Sub-Sublease Term and any Option Term.

**7. COMPLIANCE WITH LAWS.** Subtenant shall not cause or permit the Premises to be used by its employees, agents or contractors in any way which violates any law, ordinance, or governmental regulation or order. Subtenant shall be responsible for complying with all laws applicable to the Premises solely as a result of Subtenant's particular use, such as modifications required by the Americans with Disabilities Act as a result of Subtenant opening the Premises to the public as a place of public accommodation. If the enactment or enforcement of any law, ordinance, regulation or code during the Sub-Sublease Term requires any changes to the Premises during the Sub-Sublease Term, Subtenant shall perform all such changes at its expense if the changes are required due to the nature of Subtenant's activities at the Premises, or to alterations that Subtenant seeks to make to the Premises; otherwise, Sublandlord shall perform all such changes at its expense.

**8. TAXES.** Subtenant shall pay all taxes, assessments, liens, and license fees ("Taxes") levied, assessed, or imposed by any authority having the direct or indirect power to tax or assess any such liens, on Subtenant's personal property located on the Premises.

**9. ALTERATIONS.** Subtenant may make alterations, additions, or improvements to the interior of the Premises ("Alterations") with the prior written consent of Sublandlord, which consent shall not be unreasonably withheld, conditioned, or delayed. The term "Alterations" shall not include (i) interior, non-structural alterations the cost of which is less than \$50,000.00 in each instance or (ii) the installation of shelves, partitions, Subtenant's equipment and trade fixtures which may be performed without damaging existing improvements or the structural integrity of

the Premises, and Sublandlord's consent shall not be required for such alterations or Subtenant's installation of those items, as applicable. Subtenant shall complete all Alterations at Subtenant's expense in compliance with all applicable laws and, if Sublandlord's approval is required, in accordance with plans and specifications approved by Sublandlord. Subtenant shall leave all Alterations in place at the end of the Sub-Sublease Term unless Sublandlord conditioned its consent upon Subtenant removing a specified Alteration at the end of the Sub-Sublease Term, in which case Subtenant shall remove such Alteration. Subtenant shall immediately repair any damage to the Premises caused by removal of Alterations. In no event shall Subtenant be obligated to remove any Sublandlord Improvements.

It shall be reasonable for Sublandlord to withhold its approval of any Alteration for which approval is required if Sublandlord reasonably believes any of the following: (i) the proposed Alterations may adversely affect the Building structure or systems (i.e., the mechanical, plumbing, HVAC and electrical systems of the Building), (ii) the proposed plans are not sufficient to obtain the required building permits or certificate of occupancy, (iii) as presented, the proposed plans are not in compliance with any applicable zoning, land use, building or life safety laws applicable to the Building, (iv) the proposed Alterations otherwise adversely affects the Building or Property or are exterior in nature, or (v) the proposed Alterations result in a change in use of the Premises not consistent with the use in the Building. The foregoing shall not exclude any other reasonable basis for Sublandlord to withhold approval and in no event shall Subtenant be entitled to make any changes, alterations, or modifications of the Building or common areas outside the Premises.

**10. REPAIRS AND MAINTENANCE.** Subtenant shall be responsible for the routine maintenance and repair of the interior of the Premises and shall keep the Premises in good condition and repair. Sublandlord shall be responsible for the repair and replacement of electrical, mechanical, plumbing, life safety and HVAC serving the Premises, as set forth below. Sublandlord may look to Landlord to satisfy this responsibility through its Educational Sublease with Landlord as set forth below. Landlord shall be responsible for maintenance, repair and replacement of the Building, the Building common areas, all other areas of the Property, and all elements of the Building, including structural, electrical, mechanical, plumbing, life safety, and HVAC systems in good condition and repair comparable to Buildings with similar uses in the South Broward rental market.

Subtenant shall maintain and repair the interior of the Premises and shall keep the Premises in good condition and repair including the minor periodic repair of HVAC and other mechanical, electrical and plumbing installations serving the Premises not to exceed a total of \$3,000 in any lease year, such cap to increase by 2% each year. Sublandlord shall be responsible for any such repair costs in excess of \$3,000 each lease year through its Educational Sublease with Landlord. Sublandlord may look to Landlord to satisfy this responsibility through its Educational Sublease with Landlord, but if Landlord is not responsible for such repair costs under the Educational Sublease or if Landlord refuses to conduct the repair within a reasonable time, Sublandlord shall remain responsible. Landlord shall maintain, repair and replace or shall cause to be maintained, repaired and replaced the Building, the Building common areas, all other areas of the Project, and all elements of the Building which serve areas other than the Premises, in good condition and repair comparable to Buildings with similar uses in the South Broward rental market. Landlord shall also be responsible for all major repairs and major maintenance on HVAC and other mechanical, electrical and plumbing installations serving the Premises. Major repairs and

maintenance shall be those that are required every five years or more or those that do not arise due to failure by Subtenant to conduct required minor repairs and maintenance. In addition, Subtenant shall be responsible for pest control periodic HVAC maintenance, security of the Premises, and any items provided elsewhere in this Agreement.

Subtenant shall not disturb the structural integrity of the Premises and shall promptly repair any damage or injury done to the structural elements caused by Subtenant or its employees, agents, contractors, or invitees.

Upon expiration or termination of the Sub-Sublease Term, Subtenant shall promptly and peacefully surrender the Premises, together with all keys, to Sublandlord in as good condition as when received by Subtenant from Sublandlord or as thereafter improved, reasonable wear and tear excepted.

**11. ACCESS.** After at least 48 hours prior written notice (which notice may be by email to Subtenant) from Sublandlord (except in cases of an emergency situation which requires, in the good faith judgment of Sublandlord, immediate action in order to prevent death, bodily injury or property damage, where no notice is required) Subtenant shall permit Sublandlord and its agents and employees to enter the Premises at reasonable times for the purposes of repair or inspection. This Section 11 shall not impose any repair or other obligation upon Sublandlord not expressly stated elsewhere in this Sub-Sublease. After at least 48 hours prior written notice to Subtenant, Sublandlord shall have the right to enter the Premises for the purpose of showing the Premises to prospective purchasers or lenders at any time, and to prospective subtenants within 180 days prior to the expiration or sooner termination of the Sub-Sublease Term.

**12. SIGNAGE.** Subtenant shall obtain Sublandlord's written consent before installing any signs upon the exterior of the Premises, or common areas, which consent shall not be unreasonably withheld. The design and structural elements of any signage to be installed on the exterior of the Premises are subject to Sublandlord prior written approval, which is not to be unreasonably denied, conditioned, or delayed. Landlord's signage design standards are attached to this Sub-Sublease as Exhibit D. Subtenant shall obtain any required permits for the installation of any approved signage at Subtenant's sole expense and in compliance with all applicable laws. Subtenant shall be solely responsible for the cost of fabrication and installation of any approved signage. Subtenant shall not damage or deface the Premises in installing or removing signage and shall repair any injury or damage to the Premises caused by such installation or removal.

### **13. DESTRUCTION OR CONDEMNATION.**

**13.1 DAMAGE AND REPAIR.** If the Premises are partially damaged but not rendered untenable by fire or other insured casualty, then Sublandlord shall diligently restore the Premises and this Sub-Sublease shall not terminate. The Premises shall not be deemed untenable if less than 25% of the Premises are damaged. Sublandlord shall have no obligation to restore the Premises if insurance proceeds are not available to pay the entire cost of such restoration. If insurance proceeds are available to Sublandlord but are not sufficient to pay the entire cost of restoring the Premises, then Sublandlord may elect to terminate this Sub-Sublease and keep the insurance proceeds, by notifying Subtenant within 60 days of the date of such casualty.



If the Premises are entirely destroyed, or partially damaged and rendered untenable, by fire or other casualty, Sublandlord may, at its option: (a) terminate this Sub-Sublease as provided herein, or (b) restore the Premises to its previous condition. If, within 60 days after receipt by Sublandlord from Subtenant of written notice that Subtenant deems the Premises untenable, Sublandlord fails to notify Subtenant of its election to restore the Premises, or if Sublandlord is unable or fails to restore the Premises within 6 months of the date of the casualty event, then Subtenant may elect to terminate the Sub-Sublease.

If Sublandlord restores the Premises under this Section 13.1, Sublandlord shall proceed with reasonable diligence to complete the work. Upon any damage or destruction, the Monthly Rent shall be abated in the same proportion as the untenable portion of the Premises bears to the whole Premises, provided that there shall be a rent abatement only if the damage or destruction of the Premises did not result from, or was not contributed to directly or indirectly by the act, fault or neglect of Subtenant, or Subtenant's officers, contractors, licensees, agents, servants, employees, guests, invitees or visitors. No damages, compensation or claim shall be payable by Sublandlord for inconvenience, loss of business or annoyance directly, incidentally or consequentially arising from any repair or restoration of any portion of the Premises. Sublandlord will not carry insurance of any kind for the protection of Subtenant or on Subtenant's furniture or on any fixtures, equipment, improvements or appurtenances of Subtenant under this Sub-Sublease, and Sublandlord shall not be obligated to repair any damage thereto or replace the same unless the damage is caused by Sublandlord's gross negligence.

The foregoing notwithstanding, (i) in the event that the Premises have not been restored to tenable condition and delivered to Subtenant within 6 months of the date of any damage or destruction, then Subtenant, by written notice to Sublandlord, shall be entitled to terminate this Sub-Sublease.

**13.2 CONDEMNATION.** If the Premises are made untenable by eminent domain or conveyed under a threat of condemnation, this Sub-Sublease shall automatically terminate as of the earlier of the date title to the Property vests in the condemning authority or the condemning authority first has possession of the Premises and all Rent shall be paid to that date. In the event of a taking of a portion of the Property that does not render the Premises untenable, then this Sub-Sublease shall continue in full force and effect and the Rent shall be equitably reduced based on the proportion by which the floor area of the Premises is reduced, such reduction in Rent to be effective as of the earlier of the date the condemning authority first has possession of such portion or title vests in the condemning authority. Sublandlord shall be entitled to the entire award from the condemning authority attributable to the value of the Premises and Subtenant shall make no claim for the value of its leasehold. Subtenant shall be permitted to make a separate claim against the condemning authority for moving expenses or damages resulting from interruption in its business, provided that in no event shall Subtenant's claim reduce Sublandlord's award.

The foregoing notwithstanding, (i) in the event that the remainder of the Premises not subject to such condemnation or taking has not been restored to tenable condition and delivered to Subtenant within six months of the date of such taking, then Subtenant or Sublandlord, by way of written notice to the other party, shall be entitled to terminate this Sub-Sublease, and (ii) in the event of any taking of any part of the Premises or the Property, during the time the Sub-Sublease

remains in effect, Subtenant shall be entitled to a proportionate reduction of Rent to the extent Subtenant's use of the Premises is impaired, commencing with the date of taking and continuing until the date of restoration or termination of this Sub-Sublease.

#### **14. INSURANCE.**

##### **14.1 SUBTENANT'S INSURANCE.**

(a) All insurance required to be carried by Subtenant hereunder shall be issued by responsible insurance companies acceptable to Sublandlord and qualified to do business in the State of Florida. Each policy shall name Sublandlord, and at Sublandlord's request any mortgagee or superior lessor of Sublandlord, including without limitation University Station I, LLC and the Landlord (together with their respective successors and assigns, ("Superior Lessor(s)"), as an additional insured, as their respective interests may appear. Each policy shall contain (i) a provision that such policy and the coverage evidenced thereby shall be primary and non-contributing with respect to Commercial General Liability and Automobile policies carried by Sublandlord and that any coverage carried by Sublandlord shall be excess insurance, and (iii) a waiver by the insurer of any right of subrogation against Sublandlord, its agents, employees and representatives, which arises or might arise by reason of any payment under such policy or by reason of any act or omission of Sublandlord, its agents, employees or representatives. A certificate of the insurer evidencing the existence and amount of each insurance policy required hereunder shall be delivered to Sublandlord before the date Subtenant is first given the right of possession of the Premises, and thereafter within 30 days after any demand by Sublandlord therefore. No such policy shall be cancelable except after 30 days written notice to Sublandlord and Sublandlord's Superior Lessors and any mortgage lender. Subtenant shall furnish Sublandlord with renewals or "binders" of any such policy at least 10 days prior to the expiration thereof. Subtenant agrees that if Subtenant does not take out and maintain such insurance, within 10 days after receipt of written notice from Sublandlord, Sublandlord may (but shall not be required to) procure said insurance on Subtenant's behalf and charge the Subtenant the premiums payable upon demand. Subtenant shall have the right to provide such insurance coverage pursuant to blanket policies obtained by the Subtenant, provided such blanket policies expressly afford coverage to the Premises, Sublandlord, the Superior Lessors and Subtenant as required by this Sub-Sublease.

(b) Beginning on the date Subtenant is given access to the Premises for any purpose and continuing until the expiration of the Sub-Sublease Term and any Option Term, Subtenant shall procure, pay for and maintain in effect policies of Special Perils or All-Risk insurance covering (i) trade fixtures, merchandise and other personal property from time to time in, on or about the Premises, in the amount not less than one hundred percent (100%) of their actual replacement cost from time to time, providing protection against any peril included within the classification "Fire and Extended Coverage" together with insurance against sprinkler damage, windstorm damage, vandalism and malicious mischief. The proceeds of such insurance shall be used for the repair or replacement of the property so insured. Upon termination of this Sub-Sublease following a casualty as set forth herein, the proceeds shall be paid to Subtenant.

(c) Beginning on the date Subtenant is given access to the Premises for any purpose and continuing until the expiration of the Sub-Sublease Term or any Option Term, Subtenant shall procure, pay for and maintain in effect workers' compensation insurance as

required by law and commercial general liability and property damage insurance with respect to the construction of improvements on the Premises, the use, operation or condition of the Premises and the operation of Subtenant in, on or about the Premises, providing personal injury and broad form property damage coverage for not less than \$1,000,000.00 combined single limit for bodily injury, death and property damage liability.

(d) Subtenant shall deposit the certificates thereof with Sublandlord prior to the Commencement Date, which policies shall name Sublandlord and Sublandlord's designee, and Superior Lessors, as additional named insured and shall also contain a provision stating that such policy or policies shall not be canceled or materially altered except after 10 days written notice to Sublandlord.

**14.2 SUBLANDLORD INSURANCE.** Sublandlord shall provide through the provisions of the Educational Sublease (i) Special Form property insurance coverage (formerly known as "all-risk") (such insurance to include the Sublandlord Improvements, with a coverage extension for the perils of vandalism, malicious mischief, flood, and windstorm, to the extent of the full replacement value of all buildings and improvements constructed within or on the Property, including any improvements or alterations becoming permanently part of the Building, and (ii) commercial general liability insurance on the Property, in forms and amounts customary for properties substantially similar to the Property, and such other insurance of such types and amounts as Lessor, in its discretion, shall deem reasonably appropriate. In addition to the foregoing, in the event Subtenant fails to provide or keep in force any of the insurance as required above, Sublandlord, in its discretion, may provide such insurance, in which event, the cost thereof shall be payable by Subtenant to Sublandlord as Additional Rent on the first day of the calendar month immediately following demand from Sublandlord.

**14.3 WAIVER OF SUBROGATION.** Sublandlord and Subtenant release each other and any other Subtenant, their agents or employees, from responsibility for, and waive their entire claim of recovery for any loss or damage arising from any cause covered by insurance required to be carried by each of them. Each party shall provide notice to the insurance carrier or carriers of this mutual waiver of subrogation and shall cause its respective insurance carriers to waive all rights of subrogation against the other; provided, however, that failure to obtain such endorsements shall not affect the release hereinabove given.

## **15. INDEMNIFICATION.**

**15.1 SUBTENANT'S DUTY.** Subtenant shall indemnify, defend, and hold Sublandlord harmless from any liability, loss, cost, expense or claim (including reasonable attorneys' fees) of any nature resulting from any injury to person or damage to property arising from the negligence or willful misconduct of Subtenant, its employees, contractors, agents, or invitees. Subtenant shall at Subtenant's expense, and by counsel satisfactory to Sublandlord, defend Sublandlord in any action or proceeding arising from any such claim and shall indemnify Sublandlord against all costs, attorneys' fees, expert witness fees and any other expenses incurred in such action or proceeding.

**15.2 LIMITATION ON SUBLANDLORD'S LIABILITY.** Sublandlord shall not be liable for personal injury or property damage which may be sustained by the person or property of

Subtenant, its employees, invitees or customers, or any other person in or about the Premises, caused by or resulting from Sublandlord's operation of the Building and the Property or from fire, electricity, gas, water, wind, flooding or rain which may leak or flow from or into any part of the Premises, or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, whether such damage or injury results from conditions arising upon the Premises or upon other portions of the Building or Property or from other sources. However, the limitations on Sublandlord's liability set forth in this Section 15.2 shall be inapplicable to the extent the injury or damage is caused by the negligence or willful misconduct of Sublandlord or Sublandlord's employees, contractors or agents.

**16. ASSIGNMENT AND SUBLETTING.** Subtenant shall not assign, sublet, mortgage, encumber or otherwise transfer any interest in this Sub-Sublease (collectively referred to as a "Transfer") or any part of the Premises, without first obtaining Sublandlord's written consent which consent may not be unreasonably withheld or delayed. No Transfer shall relieve Subtenant of any liability under this Sub-Sublease notwithstanding Sublandlord's consent to such transfer. Consent to any Transfer shall not operate as a waiver of the necessity for Sublandlord's consent to any subsequent Transfer.

Any transfer of this Sub-Sublease as a result of Subtenant's merger, consolidation or liquidation, shall constitute a Transfer under this Section 16.

As a condition to Sublandlord's approval, if given, including any Permitted Transfer, any potential assignee or sub-sublessee approved by Sublandlord, shall assume all obligations of Subtenant under this Sub-Sublease and shall be jointly and severally liable with Subtenant for the payment of Rent and performance of all terms of this Sub-Sublease. In connection with any Transfer, including any Permitted Transfer, Subtenant shall provide Sublandlord with copies of all assignments, Sub-Subleases and assumption instruments with confidential provisions omitted or redacted.

In Sublandlord's sole discretion, in lieu of approving any proposed Transfer, Sublandlord may, but shall not be obligated to, terminate this Sub-Sublease as to the entire Premises or as to any portion of the Premises that is proposed to be sub-subleased or assigned. If Sublandlord makes such election, Subtenant shall be liable for all obligations hereunder through the date that Sublandlord designates as the termination and recapture date for the Premise or portion thereof and for all obligations hereunder that survive the expiration or other termination of this Sub-Sublease (including without limitation Subtenant's indemnity obligations hereunder) and upon such termination and recapture date Subtenant shall deliver the Premises to Sublandlord in the manner required by Section 10 of this Sub-Sublease.

Any assignment or subleasing fee or other consideration received by Subtenant in connection with any Transfer shall be paid over in full to Sublandlord immediately upon its receipt by or on behalf of Subtenant.

**17. LIENS.** In no event shall Subtenant have the right, authority, or power to bind Sublandlord, or any interest of Sublandlord in the Premises, for any claim for labor or material, or for any other charge or expense incurred in the construction, or alteration of, the improvements to the Premises. As required by Fla. Stats. §713.10(2) (B) 1, notice of such prohibition may be

recorded by Sublandlord among the public records of Broward County, Florida. Subtenant shall keep the Property and the Premises free from any liens created by or through Subtenant. Subtenant shall indemnify, defend, and hold Sublandlord harmless from liability from any such liens, including without limitation liens arising from any Alterations or improvements made by, through or under Subtenant. If a lien is filed against the Property or the Premises by any person claiming by, through or under Subtenant and is not discharged within 30 days after receipt of notice of the filing of such lien, Subtenant shall, upon request of Sublandlord, at Subtenant's expense, immediately furnish to Sublandlord a bond in form and amount and issued by a surety satisfactory to Sublandlord, indemnifying Sublandlord against all liabilities, costs and expenses, including attorneys' fees, which Sublandlord could reasonably incur as a result of such lien(s).

**18. SUBTENANT DEFAULT.** The following occurrences shall each be deemed an event of default, if not cured within 30 days from receipt of written notice to Subtenant ("Event of Default") by Sublandlord:

**18.1 FAILURE TO PAY.** Subtenant fails to pay any sum, including Rent, due under this Sub-Sublease within 10 days after written notice of failure to pay.

**18.2 FAILURE TO TAKE POSSESSION.** Subtenant fails to take possession of the Premises within 30 days following the Commencement Date.

**18.3 LEVY OR EXECUTION.** Subtenant's interest in this Sub-Sublease or the Premises, or any part thereof, is taken by execution or other process of law directed against Subtenant or is taken upon or subjected to any attachment by any creditor of Subtenant, if such attachment is not discharged within 60 days after being levied.

**18.4 BANKRUPTCY.** If Subtenant shall file a voluntary petition in bankruptcy or shall be adjudicated a bankrupt or insolvent or shall file any petition or answer seeking any reorganization, arrangement, recapitalization, readjustment, liquidation, dissolution or similar relief under any present or future Federal Bankruptcy Code or any other present or future applicable law that is not discontinued or otherwise vacated within 60 days of its filing, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Subtenant or of all or any substantial part of its property, or shall make an assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as the same become due.

**18.5 INSURANCE.** If Subtenant shall fail at any time to obtain and keep in full force and effect any insurance required under this Sub-Sublease on the terms and conditions set forth herein, upon 10 days written notice to Subtenant.

**18.6 ABANDONMENT .** If the Premises shall be abandoned by Subtenant and Subtenant shall fail to make adequate arrangements for the maintenance and security of the Premises during the period Subtenant is not occupying the Premises, Sublandlord may elect to maintain the Premises and charge all costs back to Subtenant. The determination of whether Subtenant has abandoned the Premises shall be subject to section 6 of this Sub-Sublease.

**18.7 OTHER NON-MONETARY DEFAULTS.** Subtenant breaches any agreement, term or covenant of this Sub-Sublease other than one requiring the payment of money and not

otherwise enumerated in this Section 18, and the breach continues for a period of 30 days after written notice by Sublandlord to Subtenant of the breach, except that if such failure is of a nature that it cannot be completely cured within the 30 day period and steps have been diligently commenced to cure or remedy it within such 30 day period and are pursued with reasonable diligence and in good faith, in which case Subtenant shall have such additional time as is reasonably needed to cure such failure.

**19. REMEDIES.** Sublandlord shall have the following remedies upon an Event of Default. Sublandlord's rights and remedies under this Sub-Sublease shall be cumulative, and none shall exclude any other right or remedy allowed by Florida law.

**19.1 TERMINATION OF SUB-SUBLEASE.** Sublandlord may terminate the Sub-Sublease and re-enter the Premises and take possession thereof, but no act by Sublandlord other than written notice from Sublandlord to Subtenant of termination shall terminate this Sub-Sublease. The Sub-Sublease shall terminate on the date specified in the notice of termination. Upon termination of this Sub-Sublease, Subtenant will remain liable to Sublandlord for damages in an amount equal to the Rent and other sums that would have been owing by Subtenant under this Sub-Sublease for the balance of the Sub-Sublease Term, less the net proceeds, if any, that have been received by Sublandlord upon any reletting of the Premises by Sublandlord subsequent to the termination, after deducting all Sublandlord's Reletting Expenses (as defined below). Sublandlord shall be entitled to either collect damages from Subtenant monthly on the days on which Rent or other amounts would have been payable under the Sub-Sublease, or alternatively, Sublandlord may accelerate Subtenant's obligations under the Sub-Sublease and recover from Subtenant: (i) unpaid Rent which had been earned at the time of termination; (ii) the amount by which the unpaid Rent which would have been earned after termination until the time of award exceeds the amount of Rent loss that Subtenant proves could reasonably have been avoided; (iii) the amount by which the unpaid Rent for the balance of the Term of the Sub-Sublease after the time of award exceeds the amount of Rent loss that Subtenant proves could reasonably be avoided (discounting such amount by the discount rate of the Federal Reserve Bank of San Francisco at the time of the award, plus one percent ); and (iv) any other amount necessary to compensate Sublandlord for all the detriment proximately caused by Subtenant's failure to perform its obligations under the Sub-Sublease, or which in the ordinary course would be likely to result from the Event of Default, including without limitation Reletting Expenses described in Section 19.2.

**19.2 RE-ENTRY AND RELETTING.** Sublandlord may continue this Sub-Sublease in full force and effect, and without demand or notice, re-enter and take possession of the Premises or any part thereof, expel the Subtenant from the Premises and anyone claiming through or under the Subtenant, and remove the personal property of either. Sublandlord may relet the Premises, or any part of them, in Sublandlord's or Subtenant's name for the account of Subtenant, for such period of time and at such other terms and conditions, as Sublandlord, in its discretion, may determine. Sublandlord may collect and receive the Rents for the Premises. Re-entry or taking possession of the Premises by Sublandlord under this Section shall not be construed as an election on Sublandlord's part to terminate this Sub-Sublease unless a written notice of termination is given to Subtenant. Sublandlord reserves the right following any re-entry or reletting, or both, under this Section to exercise its right to terminate the Sub-Sublease. Subtenant will continue to pay Sublandlord the Rent and other sums which would be payable under this Sub-Sublease if repossession had not occurred, plus Sublandlord's Reletting Expenses, less any Rent realized by

Sublandlord from any reletting. "Reletting Expenses" is defined to include all reasonable expenses incurred by Sublandlord in connection with reletting the Premises, including without limitation all reasonable repossession costs, brokerage commissions, attorneys' fees, repair costs, costs for removing and storing Subtenant's property and equipment, prorated over the life of the new lease, but excluding any costs of renovating or retrofitting the Premises.

### **19.3 INTENTIONALLY DELETED**

**19.4 NONPAYMENT OF ADDITIONAL RENT.** All costs which Subtenant agrees to pay to Sublandlord pursuant to this Sub-Sublease shall in the event of nonpayment be treated as if they were payments of Rent, and Sublandlord shall have all the rights herein provided for in case of nonpayment of Rent.

**19.5 FAILURE TO REMOVE PROPERTY.** If Subtenant fails to remove any of its property from the Premises at Sublandlord's request following an uncured Event of Default, Sublandlord may, at its option and without notice, remove and store the property at Subtenant's expense and risk. If Subtenant does not pay the storage cost within 10 days of Sublandlord's request, Sublandlord may, at its option, have any or all of such property sold at public or private sale (and Sublandlord may become a purchaser at such sale), in such manner as Sublandlord deems proper, without notice to Subtenant. Sublandlord shall apply the proceeds of such sale: (i) to the expense of such sale, including reasonable attorneys' fees actually incurred; (ii) to the payment of the costs or charges for storing such property; (iii) to the payment of any other sums of money which may then be or thereafter become due Sublandlord from Subtenant under any of the terms hereof; and (iv) the balance, if any, to Subtenant. Nothing in this Section shall limit Sublandlord's right to sell Subtenant's personal property as permitted by law to foreclose Sublandlord's lien for unpaid rent.

**20. MORTGAGE SUBORDINATION AND ATTORNMENT.** This Sub-Sublease shall automatically be subordinate to any mortgage created by Sublandlord or Lessor which is now existing or hereafter placed upon the Premises, the Building or the Property, including any advances, interest, modifications, renewals, replacements or extensions ("Mortgage"). This subordination provision shall be self-operative and no further instrument of subordination shall be required unless required by the holder of a Mortgage. Subtenant agrees upon demand to execute such further instruments subordinating this Lease, acknowledging the subordination of this Sub-Sublease or attorning to the holder of any such Sublandlord's or Lessor's Mortgage as Sublandlord may request. In the event Subtenant fails to execute a subordination document requested pursuant to this Section 20 within 30 days after receipt of a request by Sublandlord, Sublandlord is irrevocably vested with full power and authority to execute on Subtenant's behalf any documents required by the holder of a Mortgage to subordinate this Sub-Sublease to any Sublandlord's or Lessor's Mortgage, and Sublandlord is authorized to act as Subtenant's attorney-in-fact, whose authority is acknowledged by Subtenant to be coupled with an interest, to execute and deliver such document. If any person shall succeed to all or part of Sublandlord's interests in the Property whether by purchase, foreclosure, deed in lieu of foreclosure, power of sale, termination of lease or otherwise, and if and as so requested or required by such successor-in-interest Subtenant shall, without charge, attorn to such successor-in-interest.

**21. NON-WAIVER.** Either party's waiver of any breach of any term contained in this Sub-Sublease shall not be deemed to be a waiver of the same term for subsequent acts of the other party. The acceptance by Sublandlord of Rent or other amounts due by Subtenant shall not be deemed to be a waiver of any breach by Subtenant preceding such acceptance.

**22. HOLDOVER.** If Subtenant shall, without the written consent of Sublandlord, hold over after the expiration or termination of the Sub-Sublease Term, such tenancy shall be deemed to be on a month-to-month basis and may be terminated according to Florida law. During such tenancy, Subtenant agrees to pay to Sublandlord 125% of the Monthly Base Rent last payable under this Sub-Sublease, unless a different rate is agreed upon by Sublandlord, together with all Additional Rent provided for under this Sub-Sublease, provided, however, notwithstanding the foregoing provisions to the contrary, that if the expiration or termination date is during an academic semester for Subtenant, then the increased holdover rent shall not commence until said semester is completed. All other terms of the Sub-Sublease shall remain in effect.

**23. NOTICES.** All notices under this Sub-Sublease shall be in writing and effective (i) when delivered in person; (ii) three days after being sent by registered or certified mail to Sublandlord or Subtenant, as the case may be; (iii) on the next business day after transmittal by national overnight courier service such as FedEx or UPS at the Notice Addresses set forth in Section 1.8; or (iv) upon confirmed transmission by electronic mail to such persons at the email addresses set forth in Section 1.8 or such other addresses as may from time to time be designated by such parties in writing as required by this Section.

**24. COSTS AND ATTORNEYS' FEES.** If Subtenant or Sublandlord engage the services of an attorney to collect monies due or to bring any action for any relief against the other, declaratory or otherwise, arising out of this Sub-Sublease, including any suit by Sublandlord for the recovery of Rent or other payments, or possession of the Premises, the losing party shall pay the Prevailing Party a reasonable sum for attorneys' fees in such suit, at trial and on appeal. "Prevailing Party" shall include without limitation (a) a party who dismisses an action in exchange for sums allegedly due; (b) the party who receives performance from the other party of an alleged breach or a desired remedy that is substantially equivalent to the relief sought in an action or proceeding; or (c) the party determined to be the prevailing party by an arbitrator or a court of law.

**25. ESTOPPEL CERTIFICATES.** Subtenant shall, from time to time, within 10 business days after written request of Sublandlord, execute, acknowledge and deliver to Sublandlord or its designee a written statement specifying the following, subject to any modifications necessary to make such statements true and complete: (i) the date the Sub-Sublease Term commenced and the date it expires; (ii) the amount of Monthly Rent and the date to which such Rent has been paid; (iii) that this Sub-Sublease is in full force and effect and has not been modified by Subtenant and Sublandlord or assigned by Subtenant (or, if so, noting the amendment or assignment); (iv) that this Sub-Sublease (as amended or assigned) represents the entire agreement between the parties; (v) to the actual knowledge of Subtenant, that all conditions under this Sub-Sublease to be performed by Sublandlord have been satisfied; (vi) to the actual knowledge of Subtenant, that there are no existing claims, defenses or offsets which the Subtenant has against the enforcement of this Sub-Sublease by Sublandlord; (vii) that no Rent has been paid more than one month in advance; and (viii) that no security has been deposited with Sublandlord (or, if so, the amount thereof). Any such statement delivered pursuant to this Section may be relied upon by



a prospective purchaser of Sublandlord's interest or assignee of any mortgage or new mortgagee of Sublandlord's interest in the Premises.

**26. TRANSFER OF SUBLANDLORD'S INTEREST.** This Sub-Sublease shall not be assignable by Sublandlord without the consent of Subtenant, which shall not be unreasonably withheld. In the event of any approved transfer of Sublandlord's interest in the Property or the Premises, other than a transfer for security purposes only, upon the assumption of this Sub-Sublease by the transferee, Sublandlord shall be automatically relieved of obligations and liabilities accruing from and after the date of such transfer, and Subtenant shall attorn to the transferee.

**27. RIGHT TO PERFORM.** If Subtenant or Sublandlord shall fail to timely pay any sum or perform any other act on its part to be performed hereunder and fails to cure such default within the allowed cure period, if any, applicable thereto, or if Sublandlord fails to make any payment required under the Educational Sublease and the Sublandlord seeks payment of such amount from Subtenant, then the other party may, after providing an additional five day cure period thereafter, make any such payment or perform any such other act on the defaulting party's part to be made or performed as provided in this Sub-Sublease. The defaulting party shall, on demand, reimburse the non-defaulting party for its expenses incurred in making such payment or performance.

**28. HAZARDOUS MATERIAL.** Subtenant shall not cause or permit any Hazardous Material (as defined below) to be brought upon, kept, or used in or about, or disposed of on the Premises or the Property (or migrate off the Property) by Subtenant, its agents, employees, contractors or invitees, except in strict compliance with all applicable federal, state and local laws, regulations, codes and ordinances. If Subtenant breaches the obligations stated in the preceding sentence, then Subtenant shall indemnify, defend and hold Sublandlord harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses including, without limitation, diminution in the value of the Property or the Premises, damages for the loss or restriction on use of rentable or usable space or of any amenity of the Property or the Premises, or elsewhere, damages arising from any adverse impact on marketing of space at the Property, and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees incurred or suffered by Sublandlord either during or after the Sub-Sublease Term. The indemnification by Subtenant includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work, if required by any federal, state or local governmental agency or political subdivision, because of Hazardous Material present in, on or under the Property or the Premises, or in soil or groundwater on or under the Property, or if same has migrated to adjacent property. Subtenant shall immediately notify Sublandlord of any inquiry, investigation or notice that Subtenant may receive from any third party regarding the actual or suspected presence of Hazardous Material on the Property or the Premises or adjacent property in violation of applicable law.

Without limiting the foregoing, if the presence of any Hazardous Material brought upon, kept or used in or about the Property or the Premises by Subtenant, its agents, employees, contractors or invitees, results in any unlawful release or discharge of Hazardous Material on the Property or the Premises or any other property, Subtenant shall promptly take all actions, at its sole expense, as are necessary to properly remediate the Property, the Premises or other property

in accordance with federal and state standards applicable to the release of any such Hazardous Material; provided that Sublandlord's approval of such actions shall first be obtained, which approval may be withheld at Sublandlord's sole discretion (but if withheld or unreasonably conditioned or delayed, Subtenant shall have no liability therefor).

Notwithstanding anything to the contrary herein, Subtenant's obligations under this Sub-Sublease to indemnify Sublandlord with respect to Hazardous Materials and to remediate Hazardous Materials are not applicable to Hazardous Materials on, in or under the Property or the Premises prior to the Commencement Date or that are not the result of or related to the use, storage or disposal of Hazardous Materials by Subtenant or its employees, agents or contractors.

As used herein, the term "Hazardous Material" means any hazardous, dangerous, toxic, or harmful substance, material or waste including biomedical waste which is or becomes regulated by any local governmental authority, the State of Florida or the United States Government due to its potential harm to the health, safety or welfare of humans or the environment.

**29. PARKING.** At no additional cost to Subtenant, Sublandlord will provide 20 marked and reserved parking spaces ("Barry Parking Spaces") for use by Subtenant's employees in the parking garage located at the Property. Subtenant may be required to identify the vehicles being granted such parking privileges and the operators of such vehicles may be required to use (and be responsible for the cost of replacement of) access cards, transponders, or similar devices to enter and exit from the parking garage. Sublandlord or the City of Hollywood or other manager of the parking garage may assign specific parking spaces or an area of the garage for use by such employees. A minimum of 80 additional parking spaces ("Additional Spaces") for Subtenant's additional employees, faculty, and students will be available, subject to capacity limitations, in the same parking garage or at other City controlled parking facilities within a quarter mile (.25 miles) from the Property at the lowest downtown permit rates set by the City, with parking availability indicated on the map attached as Exhibit E. Sublandlord or City shall have the right to modify the location of the "Additional Spaces" within the quarter mile radius.

**30. QUIET ENJOYMENT.** So long as Subtenant pays the Rent and performs all of its obligations set forth herein and no Event of Default exists, Subtenant's possession of the Premises will not be disturbed by Sublandlord or anyone claiming by, through or under Sublandlord, or by Landlord, Lessor or the holders of any Mortgage or any successor thereto.

**31. GENERAL.**

**31.1 SUCCESSORS AND ASSIGNS.** This Sub-Sublease shall apply to and be binding upon Sublandlord and Subtenant and their respective administrators, successors, and assigns.

**31.2 BROKERS' FEES.** Sublandlord represents and warrants to Subtenant that it has not engaged any brokers for this Sub-Sublease. Landlord engaged Jones Lang LaSalle Brokerage, Inc. ("Landlord Broker") for the Educational Sublease, and no other finder, broker or other person is entitled to any commission or fees for the negotiation, execution, or delivery of this Sub-Sublease due to the acts of Landlord, Lessor or Sublandlord in connection with this Sub-Sublease other than as disclosed in this Sub-Sublease. Sublandlord, Landlord and Lessor shall

indemnify, defend and hold Subtenant harmless against any loss, cost, liability or expense that may be incurred by Subtenant as a result of any other claim asserted by Landlord Broker, other broker, finder or other person on the basis of any arrangements or agreements made or alleged to have been made by or on behalf of Sublandlord, Landlord, or Lessor. Landlord shall cause to pay Landlord Broker's commission with respect to this Sub-Sublease pursuant to the terms between Landlord and Landlord's Broker.

Subtenant represents and warrants to Sublandlord and Landlord and Lessor that it has engaged Cresa Global, Inc. ("Subtenant's Broker"), and no other finder, broker or other person who would be entitled to any commission or fees for the negotiation, execution, or delivery of this Sub-Sublease due to the acts of Subtenant in connection with this Sub-Sublease other than as disclosed in this Sub-Sublease. Sublandlord shall pay \$20,000.00 to Subtenant's Broker, and Landlord or Lessor shall pay \$20,000.00 to Subtenant's Broker on the date this Sub-Sublease is executed with respect to this Sub-Sublease. Subtenant shall indemnify, defend and hold Sublandlord, Landlord and Lessor harmless against any loss, cost, liability or expense that may be incurred by Sublandlord or Lessor as a result of any other claim asserted by Subtenant's Broker, other broker, finder or other person on the basis of any arrangements or agreements made or alleged to have been made by or on behalf of Subtenant.

**31.3 ENTIRE AGREEMENT.** This Sub-Sublease contains all of the covenants and agreements between Sublandlord and Subtenant relating to the Premises. No prior agreements or understanding pertaining to the Sub-Sublease shall be valid or of any force or effect and the covenants and agreements of this Sub-Sublease shall not be altered, modified or added to except in writing signed by Sublandlord and Subtenant.

**31.4 SEVERABILITY.** Any provision of this Sub-Sublease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision of this Sub-Sublease.

**31.5 FORCE MAJEURE.** Time periods for either party's performance under any provisions of this Sub-Sublease (excluding payment of Rent) shall be extended for periods of time during which the party's performance is prevented due to circumstances beyond such party's control, including without limitation, fires, floods, earthquakes, lockouts, strikes, embargoes, governmental regulations, acts of God, public enemy, war or delays caused by any official or semi-official closure of commercial or office premises or unavailability of materials or labor related to a pandemic or similar condition.

**31.6 GOVERNING LAW.** This Sub-Sublease shall be governed by and construed in accordance with the laws of the State of Florida.

**31.7 SUBMISSION OF SUB-SUBLEASE FORM NOT AN OFFER.** One party's submission of this Sub-Sublease to the other for review shall not constitute an offer to lease the Premises. This Sub-Sublease shall not become effective and binding upon Sublandlord and Subtenant until it has been fully signed by both Sublandlord and Subtenant.

**31.8 AUTHORITY OF PARTIES.** The parties executing this Sub-Sublease hereby represent and warrant to each other their right, title, and authority to enter into this Sub-Sublease

without the consent, joinder, or approval of any other person or entity, including, without limitation, mortgagees, trustees, partners, directors or shareholders.

**32. SUBLANDLORD DEFAULT.** In the event Sublandlord defaults in the performance of any of its obligations under this Sub-Sublease, Subtenant agrees that it will not pursue any remedy available to it until 30 days after written notice by Subtenant to Sublandlord, provided, however, that if Sublandlord's default cannot with due diligence be cured prior to the expiration of 30 days from the date of receipt of the notice provided for above and Sublandlord commences within 30 days after that date to eliminate the cause of such default and proceeds diligently and with reasonable dispatch to take all steps and do all the work required to cure such default, then Sublandlord shall not be in default under this Sub-Sublease.

[Signature Page Follows]

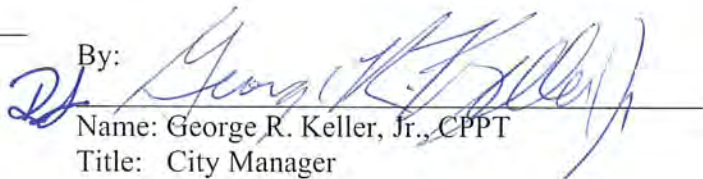
In WITNESS WHEREOF this Sub-Sublease has been executed the date and year first above written.

**Sublandlord:**

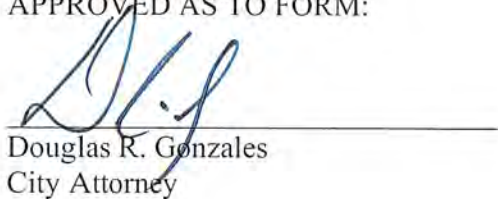
**ATTEST:**

CITY OF HOLLYWOOD, a Florida municipal corporation

  
Patricia Cerny, MMC  
City Clerk

By:   
Name: George R. Keller, Jr., CPPT  
Title: City Manager

APPROVED AS TO FORM:

  
Douglas R. Gonzales  
City Attorney

**Subtenant:**

**BARRY UNIVERSITY, INC.,**  
a Florida not-for profit corporation

By:   
Name: Susan Rosenthal  
Title: VP for Business & Finance

**EXHIBIT A**  
**FLOOR PLAN**  
(See Attached)



1 PROPOSED FLOOR PLAN SCALE: 1/8" = 1'-0"

**GENERAL PLAN NOTES:**

- ALL CUPBOARDS & CABINETS (MILLWORK) SHOP DWGS ARE TO BE SUPPLIED BY EQUIPMENT SUPPLIER/CONTRACTOR FOR OWNER/ARCHITECT REVIEW & APPROVAL PRIOR TO FABRICATION
- CONTRACTOR TO SUPPLY ALL (TREATED) WALL-BLOCKING TO SUPPORT ALL FURNITURE & OTHER FIXTURES THAT REQUIRE BEING MOUNTED OR FIXED TO THE WALL
- GFCI OUTLETS ARE TO BE PROVIDED @ ALL WET AREAS & KITCHEN COUNTERS
- CONTRACTOR IS TO REVIEW ALL SPECIFICATIONS OF ALL EQUIPMENT PRIOR TO INSTALLATION. EQUIPMENT SUPPLIER TO PROVIDE CUT SHEETS FOR ALL EQUIPMENT
- CONTRACTOR SHALL PROVIDE FULL SET OF MILLWORK SHOP-DWGS FOR OWNER REVIEW/APPROVAL PRIOR TO FABRICATION
- CONTRACTOR SHALL CONTACT & COORDINATE WITH ARCHITECT OF RECORD IMMEDIATELY SHOULD ANY DISCREPANCIES ARISE
- CONTRACTOR SHALL FIELD VERIFY ALL AREA DIMENSIONS & ALL EXISTING FIELD CONDITIONS PRIOR TO PUBLISHING A COST ESTIMATE/PROPOSAL TO CLIENT
- CONTRACTOR SHALL FIELD VERIFY ALL AREAS/SPACES DIMENSIONS PRIOR TO FABRICATING OR PURCHASING ANY MILLWORK AND/OR FURNITURE
- PROPOSED FRAMED/GWB CEILING SHALL NOT BE LESS THAN 7'-6" AFF (TYP)
- ANY WOOD IN CONCEALED SPACES SHALL BE FIRE RETARDANT (TYP)
- TERMITE PROTECTION:** ALL SOIL AND FILL UNDER FLOORS AND/OR WITHIN OR UNDER BUILDING SHALL HAVE PRE-CONSTRUCTION SOIL TREATMENT FOR PROTECTING AGAINST TERMITES THE STANDARDS OF THE NATIONAL PEST CONTROL ASSOCIATION SHALL BE DEEMED AS APPROVED IN RESPECT TO PRE-CONSTRUCTION SOIL TREATMENT FOR PROTECTION AGAINST TERMITES. CERTIFICATE OF COMPLIANCE SHALL BE ISSUED TO THE BUILDING DEPARTMENT BY A LICENSED PEST CONTROL COMPANY
- CONTRACTOR SHALL PROVIDE A (GRADE) COMPACTION ENGINEERING REPORT PRIOR TO POURING OF CONCRETE STRUCTURES (P-BEAMS, SLABS, ETC)
- PROVIDE 15-mil VaporBlock G - VAPOR/MOISTURE RESISTANT BARRIER (OR EQUAL) UNDER ALL PROPOSED STRUCTURES (FLOOR SLABS & FOUNDATION) (TYP)
- ALL PROPOSED GLASS EXCEEDING 9 SQUARE FEET SHALL BE "SAFETY GLAZING" CATEGORY II AS SPECIFIED IN THE IBC 2020 7TH EDITION SECTION 2406, TABLE 2406.2
- GLAZING IN SAFEGUARDS SHALL MEET THE REQUIREMENTS OF ANSI Z97
- CONTRACTOR SHALL PROVIDE PRE-ENG'D SHOP DRAWINGS FOR ALL INTERIOR & EXTERIOR 42" HIGH GUARD-RAILS & 36" HIGH HAND-RAILS (STAIRS & BALCONIES). GUARD RAILS SHALL NOT ALLOW THE PROTRUSION OF A 4" DIA. SPHERE.
- (TYPICAL) DIMENSIONS DO NOT CALCULATE/INCLUDE THE THICKNESS OF THE 3/8" METAL FLOORING STRIPS + 3/8" GWB ON CONCRETE BLOCK WALLS
- GC SHALL PROVIDE AN "AS-BUILT" SURVEY W/ F.E.E. PRIOR TO FINAL INSPECTION FROM THE ENGINEERING DEPARTMENT

19. ALL UTILITIES (TELEPHONE, CABLE, ELECTRICAL, GAS, WATER, ETC) MUST BE INSTALLED UNDERGROUND

20. CONTRACTOR SHALL COORDINATE ALL FINISHES, MILLWORK, BUILT-INS, AND FINAL FIXTURES W/ OWNER AND/OR INTERIOR DESIGNER. OWNER TO APPROVE ALL FINAL SELECTIONS (TYP)

21. CONTRACTOR TO PROVIDE "VIBRATION ABSORBING PADS OR SPRINGS" TO THE CONDENSING UNITS TO REDUCE NOISE VIBRATION (TYP)

22. CONTRACTOR SHALL COORDINATE LABOR, INSTALLATION PROCESS & ALL WALL FINISHES (EX. STONE) W/ OWNER/L.D. (TYP)

23. PROVIDE R-5 (MIN) INSULATION @ ALL EXTERIOR CBS WALLS (TYP)

24. ALL BALCONIES/TERRACES SLOPES SHALL BE 1/4"/FT MIN.

25. ALL WINDOWS TO BE IMPACT RESISTANT GLASS WINDOWS. GC TO PROVIDE NDA AND SHOP DRAWINGS FOR ARCHITECTS APPROVAL. SEE WINDOWS SCHEDULE FOR SAFETY GLASS CATEGORY

26. ALL EXTERIOR DOORS TO BE IMPACT RESISTANT WEATHER SEALED DOORS. SEE DOOR SCHEDULE. GC TO PROVIDE NDA.

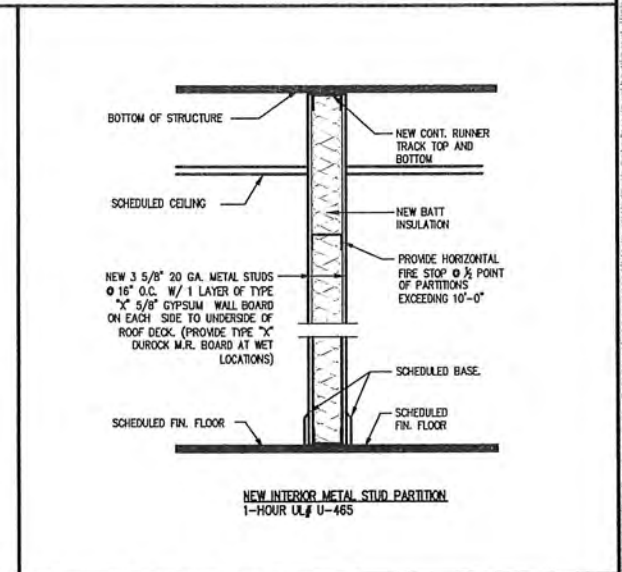
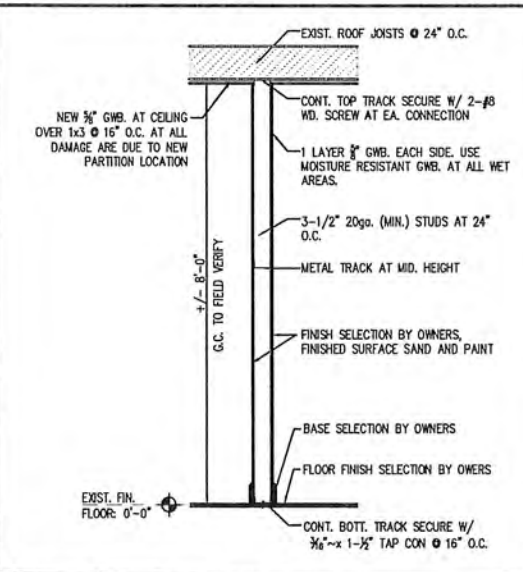
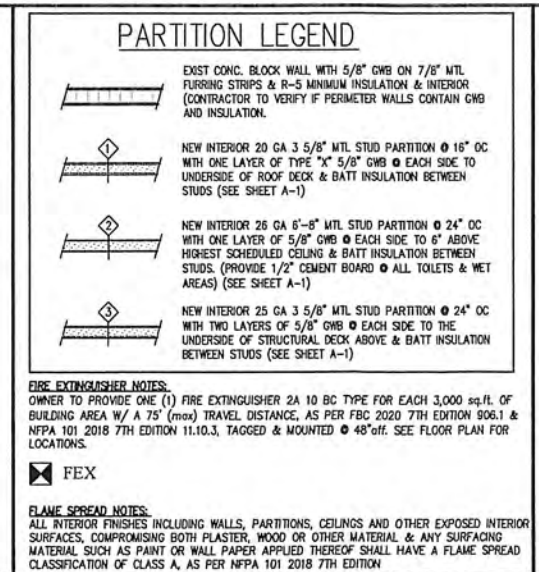
27. ALL EXTERIOR SLIDING/AMING ALUMINUM AND GLASS DOORS TO BE GREEN IMPACT RESISTANT SAFETY (CAT II) GLASS/ALUMINUM DOORS. SEE DOOR SCHEDULE.

28. ALL INTERIOR FINISHES SHALL COMPLY WITH CHAPTER 8, TABLE 803.9 OF THE 2017 IBC 6TH EDITION.

29. ALL GUARDRAILS TO BE 42" AFF ALUMINUM & GLASS GUARDRAILS. GC TO PROVIDE SHOP DRAWINGS FOR APPROVAL.

**BATHROOM NOTES:**

- PROVIDE (MOISTURE RESISTANT) 3/4" DENS-SHIELD TILE BACKER & WATER-PROOF JOINT-GROUT (OR SIMILAR) @ ALL WET AREAS
- PROVIDE A WEAPABLE / NON-ABSORBENT SURFACES/FINISHES @ ALL BATHROOMS (WET LOCATIONS) (WALLS & CEILINGS) - FINISH SELECTION BY OWNER/ INTERIOR DESIGNER (TYP)
- ALL SHOWER ENCLOSURES & GLASS RAILS SHALL BE TEMPERED (SAFETY) GLASS CATEGORY II, AS SET FORTH BY IBC 2020 7TH ED
- IBC R307.2 - BATHUB AND SHOWER SPACES. BATHUB AND SHOWER FLOORS AND WALLS ABOVE BATHUBS WITH INSTALLED SHOWER HEADS AND IN SHOWER COMPARTMENTS SHALL BE FINISHED WITH A NONABSORBENT SURFACE. SUCH WALL SURFACES SHALL EXTEND TO A HEIGHT OF NOT LESS THAN 6 FEET (1829 MM) ABOVE THE FLOOR.
- FIXTURES SHALL BE SPACED IN ACCORDANCE WITH FIGURE R307.1



2 GENERAL NOTES

3 PARTITION LEGEND

4 PARTITION DETAIL

5 1HR FR PARTITION

**Kaller Architecture**  
 AA# 26001212  
 2417 Hollywood Blvd.  
 Hollywood Florida 33020  
 954.920.5746  
 joseph@kallerarchitects.com  
 www.kallerarchitects.com

SEAL  
 STATE OF FLORIDA  
 JOSEPH B. KALLER  
 R.A.  
 0009239  
 REGISTERED ARCHITECT  
 JOSEPH B. KALLER  
 FLORIDA R.A. # 0009239

PROJECT TITLE  
**BARRY UNIVERSITY STATION**  
**UNIVERSITY STATION**  
 309 N 21ST AVENUE  
 HOLLYWOOD, FL 33020

SHEET TITLE  
**PROPOSED FLOOR**  
**PLAN, PARTITION**  
**LEGEND & DETAIL**

REVISIONS

No.	DATE	DESCRIPTION

PROJECT No.: 22/27  
 DATE: 08/18/23  
 DRAWN BY: JCR  
 CHECKED BY: JBK

SHEET  
**A-1**

## **EXHIBIT B**

### **LEGAL DESCRIPTIONS**

Legal Description of the "Property": UNIVERSITY STATION plat recorded in Plat Book 183, Page 609, of the Public Records of Broward County, Florida

Legal Description of the "Building": real estate improvements to be built on Parcel B of the Property.

Legal Description of the "Garage Building": real estate improvements to be built on Parcel C of the Property.

Legal Description of the "Premises": Educational Area as depicted on page 1 of Exhibit A of this Agreement located on ground floor of the Building; and Barry Parking Spaces located on the Garage Building and as assigned to the Sub-subtenant by the Lessor (initially) or the Sub-sublandlord thereafter, and marked as "Reserved for Barry University" with physical signs.



EXHIBIT C

**AGREEMENT FOR SUBLANDLORD IMPROVEMENTS**

THIS AGREEMENT (“Agreement”) is entered into as of this 23 day of Dec, 2024 (“Effective Date”), by and between HTG US RETAIL, LLC, a Florida limited liability company (“HTG”), CITY OF HOLLYWOOD, FLORIDA, a municipal corporation organized and existing under the laws of the state of Florida (“CITY”), and BARRY UNIVERSITY, INC., a Florida not-for-profit corporation (“BARRY”).

WHEREAS, HTG and CITY have entered into that certain Educational Sublease Agreement (“Educational Sublease”).

WHEREAS, CITY and BARRY have entered into that certain Sub-Sublease Agreement (“Sub-Sublease”).

WHEREAS, HTG has agreed to improve the Educational Area of the Building under the terms set forth in this Agreement.

NOW, THEREFORE, in consideration of the capitalized lease rent to be paid by CITY under the Educational Sublease and the mutual covenants herein contained, the parties agree as follows:

Article I. Recitals:

Section 1.01 The foregoing recitals are true and correct and are incorporated herewith as if fully set forth herein.

Section 1.02 Capitalized terms used in this Agreement and not otherwise defined herein, shall have the meanings set forth for such terms in the Sub-Sublease.

Section 1.03 The subject of this agreement is the Sublandlord Improvements to the Educational Area of the Premises.

Section 1.04 HTG has hired Kaller Architecture (“Architect”) to develop the final construction drawings for the Sublandlord Improvements.

Section 1.05 HTG and BARRY have met with Architect and provided comments to Architect to define the Project Plans (as defined below).

Article II. Project and Construction Drawings:

Section 2.01 The scope of the buildout for Barry or the Sublandlord Improvements shall be defined as follows:

---

- (a) The plans for the Educational Area (consisting of offices, classrooms, meeting rooms and associated facilities) as outlined on Exhibit A of the Sub-Sublease constitute the conceptual and schematic design that the parties of this Agreement agree to develop into the final permitted construction drawings for the Sublandlord Improvements (“Project Plans”).
- (b) Once the Project Plans are ready for permitting and pricing, HTG shall submit for permits at its costs, and once approved, the Project Plans attached as “Exhibit AA” shall become the Approved Plans (as later defined).

Section 2.02 HTG shall contract a general contractor (“GC”) to build the Approved Plans, at HTG’s cost.

Section 2.03 Once HTG has issued notice to proceed to GC, the Sublandlord Improvements will commence its construction phase and such shall end with a certificate of completion (“Construction Phase”).

Section 2.04 The Project Plans shall specify at a minimum the specifications included on Exhibit A of the Sub-Sublease and the following list (“Minimum Specifications”):

- (a) Flooring: LVT
- (b) Ceilings: Acoustical tiles
- (c) Drywalls: Level 4 finish
- (d) Paint: White
- (e) Bathrooms: tile floors, commercial toilets and other bathroom accessories.
- (f) ADA wish-item: BARRY shall select up to two doors that HTG shall install, at its cost, with mechanism for mobility of the impaired (Handicap Door Opener). Any further Handicap Door Opener shall be paid by Barry. Any other ADA item desired by BARRY (beyond the requirements of the ADA Act for this type of facility) that was not included in the Project Plans, and any other reasonable accommodation requested after the Approved Plans by a third party, shall be installed and paid by BARRY, after HTG’s written consent.

Section 2.05 HTG shall not be responsible to provide any furniture, furnishings, Sub-Subtenant’s specialty trade fixtures or cabling for communications as part of Sublandlord Improvements, whether any of these items are fixed or not.

Section 2.06 Security: BARRY shall be responsible for installing and paying for its access control and security systems. HTG shall only provide keys to the external and internal doors as specified in the Approved Plans. Considering HTG and its affiliates have a fiduciary duty to keep the Building safe in case of emergencies and other obligations as it relates to repairs and maintenance of the Building’s structure and facilities, HTG shall have the right to access and inspect the Premises at all reasonable times and therefore keep a copy of the key to the external doors. If BARRY installs an electronic access control system, it shall provide a special access to

two management or maintenance personnel designated by HTG to allow them access to the general areas to be able to inspect and repair without disturbing BARRY's operations.

Section 2.07 Project Plans shall be in conformity with all other applicable provisions of the Sub-Sublease and all applicable laws ordinances and regulations, including without limitation the Americans with Disabilities Act of 1990 (as amended, the "ADA Act") and any regulations promulgated pursuant to such Act.

### Article III. Construction of Sublandlord Improvements

Section 3.01 General Responsibility. HTG shall file or shall cause Architect or GC to file plans and other required documentation with the proper governmental authorities and shall exercise reasonable diligence to obtain permits for the performance of any and all work required to be performed under the Approved Plans, all of which will be deemed part of Sublandlord Improvements and, upon completion of Sublandlord Improvements, to obtain the CITY's building official required certificate of occupancy necessary for BARRY to occupy the Educational Area (BARRY shall obtain all other business licenses and approvals to operate for its intended use). Work shall be performed in a safe manner and the work site shall be secured consistent with industry standards during the performance of Sublandlord Improvements.

Section 3.02 Promptly after issuance of the required permits for Sublandlord Improvements, HTG agrees to cause GC to commence and, thereafter, to perform Sublandlord Improvements in a diligent, workmanlike manner and in accordance with applicable codes and legal requirements. HTG shall use commercially reasonable efforts to cause the GC to substantially complete Sublandlord Improvements by June 1, 2025 ("Anticipated Delivery Date").

Section 3.03 Prior to commencement of the work on the Sublandlord Improvements, HTG, Architect, GC shall meet with CITY's Representative and BARRY's Representative for a pre-construction meeting to establish the Construction Schedule. During Construction Phase, HTG shall provide CITY's and BARRY's Representatives with monthly updates on the status of the construction and shall notify the CITY's and BARRY's Representatives of any changes to the Construction Schedule. HTG shall cooperate with BARRY assuring the coordination of the Sublandlord Improvements and cabling by BARRY. If prior to the Anticipated Delivery Date, HTG concludes that it will need additional time to complete Sublandlord Improvements, HTG shall notify CITY's and BARRY's Representatives with all deliberate speed to revise the Construction Schedule.

Section 3.04 The Anticipated Delivery Date is subject to delays caused by Subtenant or Force Majeure Delays. The term "Force Majeure Delays" means any actual delay in the completion of construction of the Sublandlord Improvements to the extent resulting from any of the following (i) any act of God, fire or other casualty, (ii) the failure of a governmental entity to issue any applicable permit or approval for the construction of the Sublandlord Improvements provided Sub-Sublandlord uses commercially reasonable efforts to timely obtain such permits and approvals or (iii) delays caused by any official or semi-official closure of commercial or office premises or unavailability of materials or labor related to a pandemic or similar condition.

### Article IV. Sublandlord Improvements, Change Orders and General Performance Covenants.

Section 4.01 Preparation of Approved Plans. As set forth above, HTG is undertaking Sublandlord Improvements as an accommodation to BARRY and shall ensure that Sublandlord Improvements are performed pursuant to the Project Plans, and further developed into construction drawings to include fire protection, mechanical, electrical and plumbing (MEP) drawings and specifications for Sublandlord Improvements, in form sufficient for the permitting and construction of Sublandlord Improvements, (once approved by permitting agencies, those collectively will constitute the "Approved Plans"). The Approved Plans shall contain the Minimum Specifications wherever applicable, or specifications that are considered improved to such Minimum Specifications, as approved in writing by BARRY.

Section 4.02 Change Orders. HTG shall not make any material changes to the Approved Plans without first consulting with CITY and BARRY and obtaining BARRY's written consent thereto, which shall not be unreasonably withheld, conditioned or delayed unless such change is required due to requirements of the CITY or other permitting authority or due to unavailability of specified materials, in which case substitutions of materials of equal quality shall be permitted. BARRY shall be allowed to make change orders only to the Approved Plans provided that (i) any such proposed change order shall be submitted to HTG and CITY for their consent, in writing, and HTG shall have 15 days after receipt of all documentation necessary for HTG to properly review such change order to either approve or disapprove same and provided further that, in the event HTG does not approve all items set forth in said proposed change order, HTG will notify BARRY of the basis for its disapproval, which must be in accordance with the reasonableness and other standards set forth in the Sub-Sublease, and HTG, CITY and BARRY will work together expeditiously and in a commercially reasonable manner to reach agreement on any such proposed change order; and (ii) the cost associated with such change, to the extent it exceeds HTG's budget for Sublandlord Improvements for such item, shall be documented in a written change order signed by HTG and BARRY, and be paid by BARRY to HTG.

Section 4.03 Barry's Inspection Right. Subject to the insurance requirements and the reasonable rules and regulations of the GC, BARRY or its representatives shall have the right, during normal working hours, and accompanied by a representative of either HTG or the GC, to have access to the Educational Area for purposes of observation and inspection during the performance of Sublandlord Improvements, provided that BARRY or its representative shall have the obligation to provide prior written notice of any such entry to the GC and to HTG. Access for such purposes shall not be deemed to constitute possession or occupancy.

#### Article V. Substantial Completion; Delivery of Possession; Punch List.

Section 5.01 When Sublandlord Improvements are substantially completed in accordance with the Approved Plans (as amended by approved change orders) and the terms and conditions of the Sub-Sublease, except for certain details of construction, decoration, and mechanical or electrical adjustments which, in the aggregate, are minor and non-structural in character or nature and do not materially or unreasonably interfere with or delay BARRY's safe use or enjoyment of the Educational Area in accordance with the provisions of this Agreement (hereinafter, "Substantial Completion"), HTG shall deliver to BARRY and CITY a written notice ("Completion Notice") certifying in good faith that the applicable portion of Sublandlord Improvements is Substantially Complete. Notwithstanding any provisions to the contrary herein, a certificate of occupancy shall be required for Substantial Completion. As soon after HTG delivers the Completion Notice as is

reasonably practicable (and in all events within five business days thereafter), BARRY, CITY and a representative of HTG shall schedule and participate in a joint inspection of the Educational Area. A joint inspection report summarizing the party's observations ("Joint Inspection Report") shall be prepared by HTG and sent to CITY and BARRY within five business days of the inspection; BARRY and CITY shall have five business days to review and approve or object in whole or part to HTG's Joint Inspection Report. Parties shall negotiate in good faith to promptly resolve the items objected. If CITY or BARRY do not respond within five business days of receipt of the written Joint Inspection Report, then CITY and BARRY shall be deemed to have accepted the Premises in its condition as of the date of the Completion Notice. The scheduling and performance of such inspection shall not affect the date of Substantial Completion of Sublandlord Improvements nor the Commencement of the Sub-Sublease, except to the extent such inspection demonstrates that HTG has failed to achieve Substantial Completion of Sublandlord Improvements as of the date of the Completion Notice.

Section 5.02 The Joint Inspection Report shall include a schedule of non-material or minor deviations or variations from the Approved Plans and requiring completion or repair of a nature commonly found on a "punch list" ("Punch List Items"), provided that such list shall not include items that affect BARRY's operations in the Premises or, if such fault is attributable to HTG, that will cause BARRY's non-compliance with any laws, regulations and/or standards applicable to BARRY's operations. BARRY shall have the right to add items to the punch list for up to five business days following occupation of the Educational Area, but shall have no further right to do so after the Commencement Date. In the event of a dispute, BARRY, CITY and HTG shall negotiate in good faith, using their reasonable discretion, to determine which items constitute Punch List Items. The existence of such Punch List Items shall not postpone the obligation of BARRY to pay Rent or any other charges due under the Sub-Sublease.

Section 5.03 HTG covenants and agrees to make commercially reasonable efforts to complete all Punch List Items within 30 days after an item has been identified in writing as a Punch List Item. This time period may reasonably be further extended in writing by Subtenant if HTG demonstrates that it has been diligently trying to complete such Punch List Item. HTG shall obtain from GC a commercially customary one-year warranty for the Sublandlord Improvements. HTG covenants and agrees to cause the GC to repair or replace any latent defects in Sublandlord Improvements to the extent such repair or replacement are covered in warranties provided in the contract with the GC, and shall make a claim under such warranties on behalf of the BARRY to the extent necessary and in any such event will cause the GC to commence to do so within a reasonable time after BARRY provides notice thereof to HTG. This provision shall survive termination of this Agreement, unless such termination was caused by an Event of Default.

Article VI. Relocation from Lippman and David Park.

Section 6.01 BARRY shall fully relocate from Lippman and David Park by the Rent Commencement Date and shall cease paying rent for Lippman and David Park upon vacating the premises. CITY agrees to continue to lease Lippman and David Park to BARRY under similar terms as those contained in that certain Permit Agreement dated November 2, 2022 until the Rent Commencement Date.

Article VII. Notices.

Section 7.01 Except when other direct communications have been specifically authorized, HTG shall communicate with the following representatives:

BARRY's Representative:

Jeff Yao

Project Manager, Facilities Planning & Development

11600 NE 2<sup>nd</sup> Avenue

Miami, FL 33161

Office: 305 899-3995

[jyao@barry.edu](mailto:jyao@barry.edu)

CITY's Representative:

Raelin Storey

Assistant City Manager

2600 Hollywood Boulevard

Hollywood, FL 33020

Office: 954-921-3620

[rstorey@hollywoodfl.org](mailto:rstorey@hollywoodfl.org)

HTG's Representative:

Rodrigo Paredes

EVP of Development

3225 Aviation Ave., 6<sup>th</sup> Floor

Coconut Grove, FL

Phone: 305-537-4704

[rodrigop@htgf.com](mailto:rodrigop@htgf.com)

Article VIII. Amendment.

Section 8.01 This Agreement may be amended only in a writing executed by the parties.

Article IX. Default and Remedies.

Section 9.01 If HTG shall default in the performance of any of its covenants or obligations under this Agreement and such default shall continue unremedied for a period of 30 days after written notice from the CITY to HTG, CITY and/or BARRY may exercise one or more of the following rights and remedies, provided, however, if the default is of such a nature that it cannot be cured within the 30-day period, and HTG has commenced to cure each default within the 30-day period, HTG shall have an additional 90 days in which to cure said default provided it acts in good faith and with due diligence to cure the same (all of which shall be cumulative):

- (a) Terminate the Agreement.
- (b) Enforce the provisions of this Agreement by legal proceedings for the specific performance of any covenant or agreement contained in this Agreement. The City shall not have any other remedies against HTG, and shall only have the right to seek enforcement of this Agreement against HTG as it relates to any other appropriate legal or equitable remedy and recover damages from HTG caused by any breach by HTG of the provisions of this Agreement, including court costs, reasonable attorneys' fees and other expenses incurred in the enforcement of the obligations of HTG.

Article X. Miscellaneous.

Section 10.01 This Agreement, and the application or interpretation hereof, shall be governed by and construed in accordance with the laws of the State of Florida.

Section 10.02 This Agreement shall be binding on the parties, their heirs, executors, personal representatives, successors, and assigns.

Section 10.03 All section headings in this Agreement are for convenience of reference only and are not intended to qualify the meaning of any section.

Section 10.04 All personal pronouns used in this Agreement, whether used in the masculine, feminine or neuter gender, shall include all other genders, the singular shall include the plural, and vice versa as the context may require.

Section 10.05 The obligations and undertakings of HTG set forth in this Agreement are made for the benefit of HTG and its members, BARRY and the CITY, and shall not inure to the benefit of any creditor of HTG's affiliates, notwithstanding any pledge or assignment by the HTG of this Agreement or any rights hereunder.

Section 10.06 Nothing contained in this Agreement shall be construed to constitute HTG as a partner, employee or agent of BARRY or CITY, nor shall HTG hold itself out as such. Except as specifically set forth herein, HTG has no right or authority to incur, assume or create, in writing or otherwise, any liability or obligation of any kind, express or implied, in the name of or on behalf

of BARRY or CITY, it being intended by the parties that HTG be and remain an independent contractor responsible for its own actions. Nevertheless, once the Sublandlord Improvements have been accepted by BARRY and CITY, all of HTG's responsibilities under this Agreement shall terminate, except for those obligations that should survive termination as provided herein in the Agreement.

Article XI. Termination.

Section 11.01 Except for those provisions that should specifically survive termination, this Agreement shall terminate on the Commencement Date. Also, this Agreement shall be subject to termination as provided in Section 9.01.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**




IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date and year first above written.

HTG:

HTG US RETAIL, LLC, a Florida limited liability company.


By: \_\_\_\_\_

  
Name: Matthew Rieger  
Title: Manager

BARRY:

BARRY UNIVERSITY, INC. a Florida non-for-profit corporation.

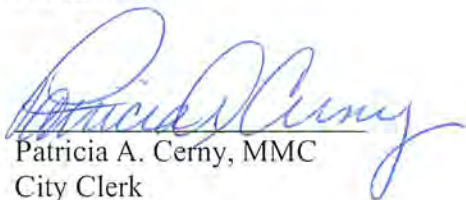
By: \_\_\_\_\_

  
Name: Susan Rosenthal  
Title: VP for Business & Finance

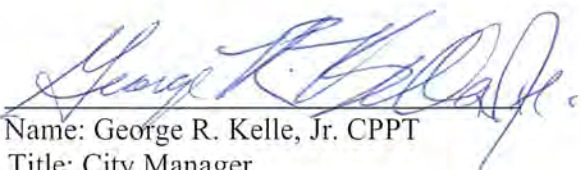
CITY:

CITY OF HOLLYWOOD, FLORIDA, a municipal corporation organized and existing under the laws of the State of Florida.

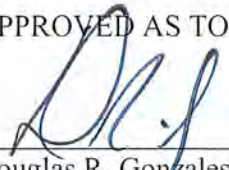
ATTEST:

  
Patricia A. Cerny, MMC  
City Clerk

By: \_\_\_\_\_

  
Name: George R. Kelle, Jr. CPPT  
Title: City Manager

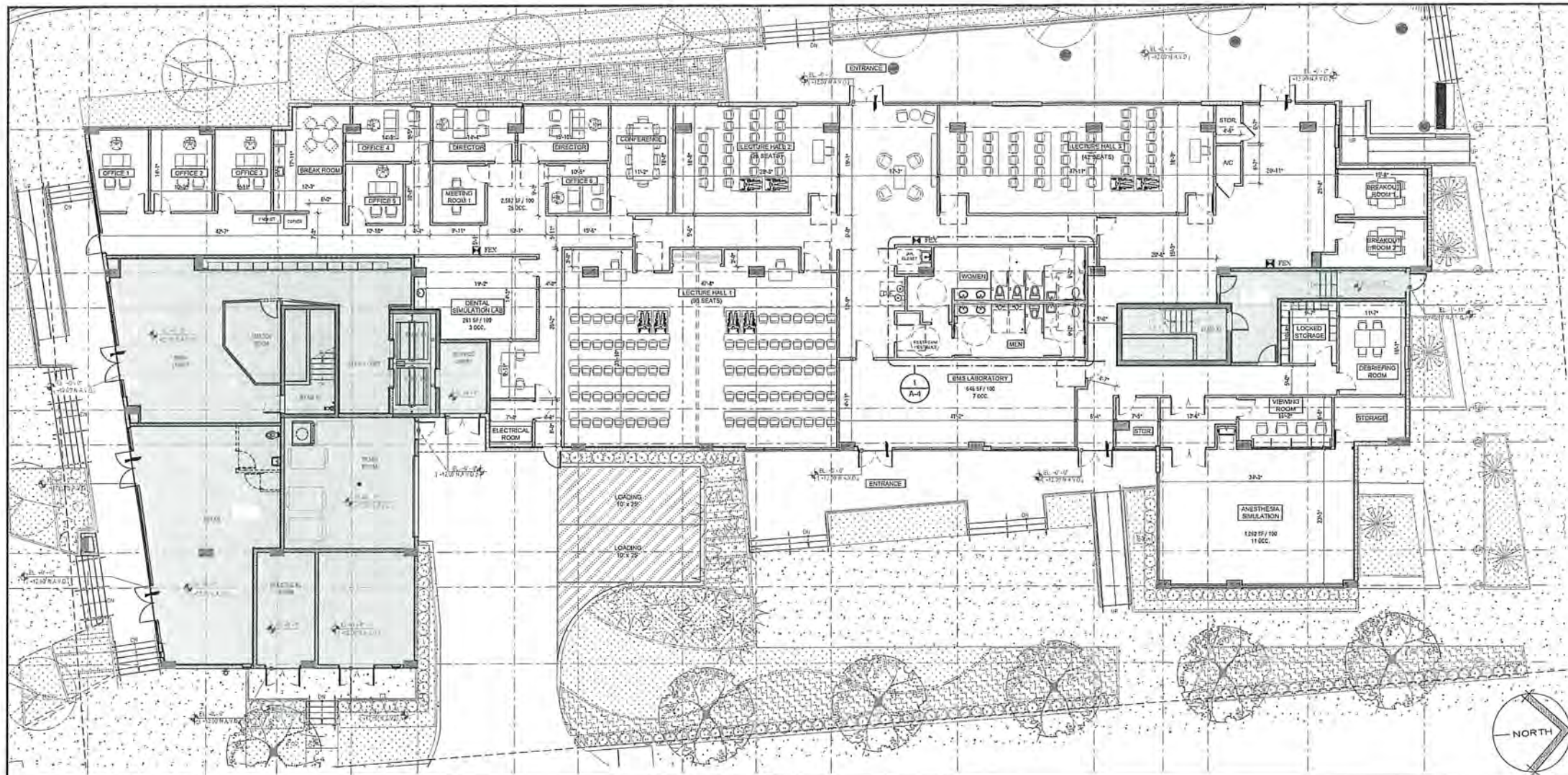
APPROVED AS TO FORM:

  
\_\_\_\_\_  
Douglas R. Gonzales  
City Attorney

**EXHIBIT AA to Agreement for Sublandlord Improvements – Project Plans**

**(Initial Plans attached to be replaced by Final Approved Plans)**

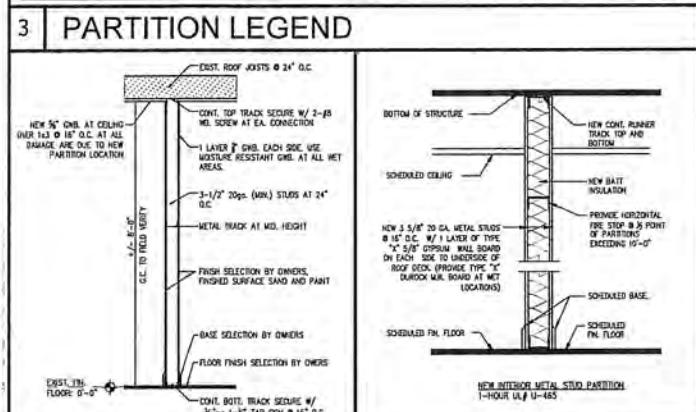
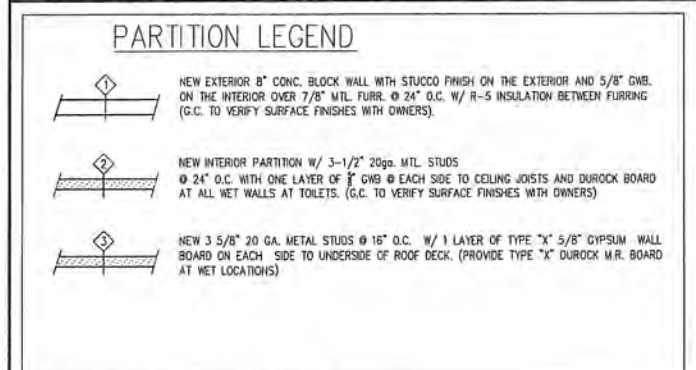




- GENERAL PLAN NOTES:**
1. ALL CUPBOARDS & CABINETS (MILLWORK) SHOP DWGS ARE TO BE SUPPLIED BY EQUIPMENT SUPPLIER/CONTRACTOR FOR OWNER/ARCHITECT REVIEW & APPROVAL PRIOR TO FABRICATION
  2. CONTRACTOR TO SUPPLY ALL (TREATED) WALL-BLOCKING TO SUPPORT ALL FURNITURE & OTHER FIXTURES THAT REQUIRE BEING MOUNTED OR FIXED TO THE WALL
  3. GFI OUTLETS ARE TO BE PROVIDED @ ALL WET AREAS & KITCHEN COUNTERS
  4. CONTRACTOR IS TO REVIEW ALL SPECIFICATIONS OF ALL EQUIPMENT PRIOR TO INSTALLATION. EQUIPMENT SUPPLIER TO PROVIDE CUT SHEETS FOR ALL EQUIPMENT
  5. CONTRACTOR SHALL PROVIDE FULL SET OF MILLWORK SHOP-DWGS FOR OWNER REVIEW/APPROVAL PRIOR TO FABRICATION
  6. CONTRACTOR SHALL CONTACT & COORDINATE WITH ARCHITECT OF RECORD IMMEDIATELY SHOULD ANY DISCREPANCIES ARISE
  7. CONTRACTOR SHALL FIELD VERIFY ALL AREA DIMENSIONS & ALL EXISTING FIELD CONDITIONS PRIOR TO PUBLISHING A COST ESTIMATE/PROPOSAL TO CLIENT
  8. CONTRACTOR SHALL FIELD VERIFY ALL AREAS/SPACES' DIMENSIONS PRIOR TO FABRICATING OR PURCHASING ANY MILLWORK AND/OR FURNITURE
  9. PROPOSED FRAMED/GWB CEILING SHALL NOT BE LESS THAN 7'-6" AFF (TYP)
  10. ANY WOOD IN CONCEALED SPACES SHALL BE FIRE RETARDANT (TYP)
  11. TERMITES PROTECTION: ALL SOIL AND FILL UNDER FLOORS AND/OR WITHIN OR UNDER BUILDING SHALL HAVE PRE-CONSTRUCTION SOIL TREATMENT FOR PROTECTING AGAINST TERMITES THE STANDARDS OF THE NATIONAL PEST CONTROL ASSOCIATION SHALL BE DEEMED AS APPROVED IN RESPECT TO PRE-CONSTRUCTION SOIL TREATMENT FOR PROTECTION AGAINST TERMITES. CERTIFICATE OF COMPLIANCE SHALL BE ISSUED TO THE BUILDING DEPARTMENT BY A LICENSED PEST CONTROL COMPANY
  12. CONTRACTOR SHALL PROVIDE A (GRADE) COMPACTION ENGINEERING REPORT PRIOR TO POURING OF CONCRETE STRUCTURES (G-BEAMS, SLABS, ETC)
  13. PROVIDE 15-mil VaporBlock G - VAPOR/MOISTURE RESISTANT BARRIER (OR EQUAL) UNDER ALL PROPOSED STRUCTURES (FLOOR SLABS & FOUNDATION) (TYP)
  14. ALL PROPOSED GLASS EXCEEDING 9 SQUARE FEET SHALL BE "SAFETY GLAZING" CATEGORY II AS SPECIFIED IN THE FBC 2017 6TH EDITION SECTION 2405, TABLE 2406.2
  15. GLAZING IN SAFEGUARDS SHALL MEET THE REQUIREMENTS OF ANSI Z97
  16. CONTRACTOR SHALL PROVIDE PRE-ENG'D SHOP DRAWINGS FOR ALL INTERIOR & EXTERIOR 42" HIGH GUARD-RAILS & 36" HIGH HAND-RAILS (STAIRS & BALCONIES). GUARD RAILS SHALL NOT ALLOW THE PROTRUSION OF A 4" DIA. SPHERE.
  17. (TYPICAL) DIMENSIONS DO NOT CALCULATE/INCLUDE THE THICKNESS OF THE 3/8" METAL FURRING STRIPS @ 3/8" ON CONCRETE BLOCK WALLS
  18. GC SHALL PROVIDE AN "AS-BUILT" SURVEY W/ F.F.E. PRIOR TO FINAL INSPECTION FROM THE ENGINEERING DEPARTMENT
  19. ALL UTILITIES (TELEPHONE, CABLE, ELECTRICAL, GAS, WATER, ETC) MUST BE INSTALLED UNDERGROUND
  20. CONTRACTOR SHALL COORDINATE ALL FINISHES, MILLWORK, BUILT-INS, AND FINAL FIXTURES W/ OWNER AND/OR INTERIOR DESIGNER. OWNER TO APPROVE ALL FINAL SELECTIONS (TYP)
  21. CONTRACTOR TO PROVIDE "VIBRATION ABSORBING PADS OR SPRINGS" TO THE CONDENSING UNITS TO REDUCE NOISE VIBRATION (TYP)
  22. CONTRACTOR SHALL COORDINATE LABOR, INSTALLATION PROCESS & ALL WALL FINISHES (EX. STONE) W/ OWNER/I.D. (TYP)
  23. PROVIDE R-5 (min) INSULATION @ ALL EXTERIOR CBS WALLS (TYP)
  24. ALL BALCONIES/TERRACES SLOPES SHALL BE 1/4"/FT MIN.
  25. ALL WINDOWS TO BE IMPACT RESISTANT GLASS WINDOWS. GC TO PROVIDE HOA AND SHOP DRAWINGS FOR ARCHITECTS APPROVAL. SEE WINDOWS SCHEDULE FOR SAFETY GLASS CATEGORY
  26. ALL EXTERIOR DOORS TO BE IMPACT RESISTANT WEATHER SEALED DOORS. SEE DOOR SCHEDULE. GC TO PROVIDE HOA.
  27. ALL EXTERIOR SLIDING/AWING ALUMINUM AND GLASS DOORS TO BE GREEN IMPACT RESISTANT SAFETY (CAT II) GLASS/ALUMINUM DOORS. SEE DOOR SCHEDULE.
  28. ALL INTERIOR FINISHES SHALL COMPLY WITH CHAPTER 8, TABLE 803.9 OF THE 2017 FBC 6TH EDITION.
  29. ALL GUARDRAILS TO BE 42" AFF ALUMINUM & GLASS GUARDRAILS. GC TO PROVIDE SHOP DRAWINGS FOR APPROVAL.
- BATHROOM NOTES:**
1. PROVIDE (MOISTURE RESISTANT) 3/8" DENS-SHIELD TILE BACKER & WATER-PROOF JOINT-GROUT (OR SIMILAR) @ ALL WET AREAS
  2. PROVIDE A W/PEABLE / NON-ABSORBENT SURFACES/FINISHES @ ALL BATHROOMS (WET LOCATIONS) (WALLS & CEILINGS) - FINISH SELECTION BY OWNER/ INTERIOR DESIGNER (TYP)
  3. ALL SHOWER ENCLOSURES & GLASS RAILS SHALL BE TEMPERED (SAFETY) GLASS CATEGORY II, AS SET FORTH BY FBC 6TH ED
  4. FBC R307.2 - BATHUB AND SHOWER SPACES. BATHUBS AND SHOWER FLOORS AND WALLS ABOVE BATHUBS WITH INSTALLED SHOWER HEADS AND IN SHOWER COMPARTMENTS SHALL BE FINISHED WITH A NONABSORBENT SURFACE. SUCH WALL SURFACES SHALL EXTEND TO A HEIGHT OF NOT LESS THAN 6 FEET (1829 MM) ABOVE THE FLOOR.
  5. FIXTURES SHALL BE SPACED IN ACCORDANCE WITH FIGURE R307.1

1 PROPOSED FLOOR PLAN SCALE: 3/16" = 1'-0"

2 GENERAL NOTES

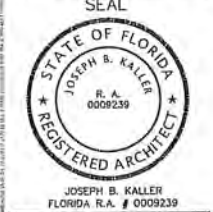


4 PARTITION DET 5 1HR FR PARTITION



**Kaller Architecture**  
 AA# 26001212  
 2417 Hollywood Blvd.  
 Hollywood Florida 33020  
 954.920.5746  
 joseph@kallerarchitects.com

www.kallerarchitects.com



**PROJECT TITLE**  
 BARRY UNIVERSITY  
 UNIVERSITY STATION  
 2030 POLK STREET  
 HOLLYWOOD, FL. 33020

**SHEET TITLE**  
 PROPOSED FLOOR  
 PLAN, PARTITION  
 LEGEND & DETAIL

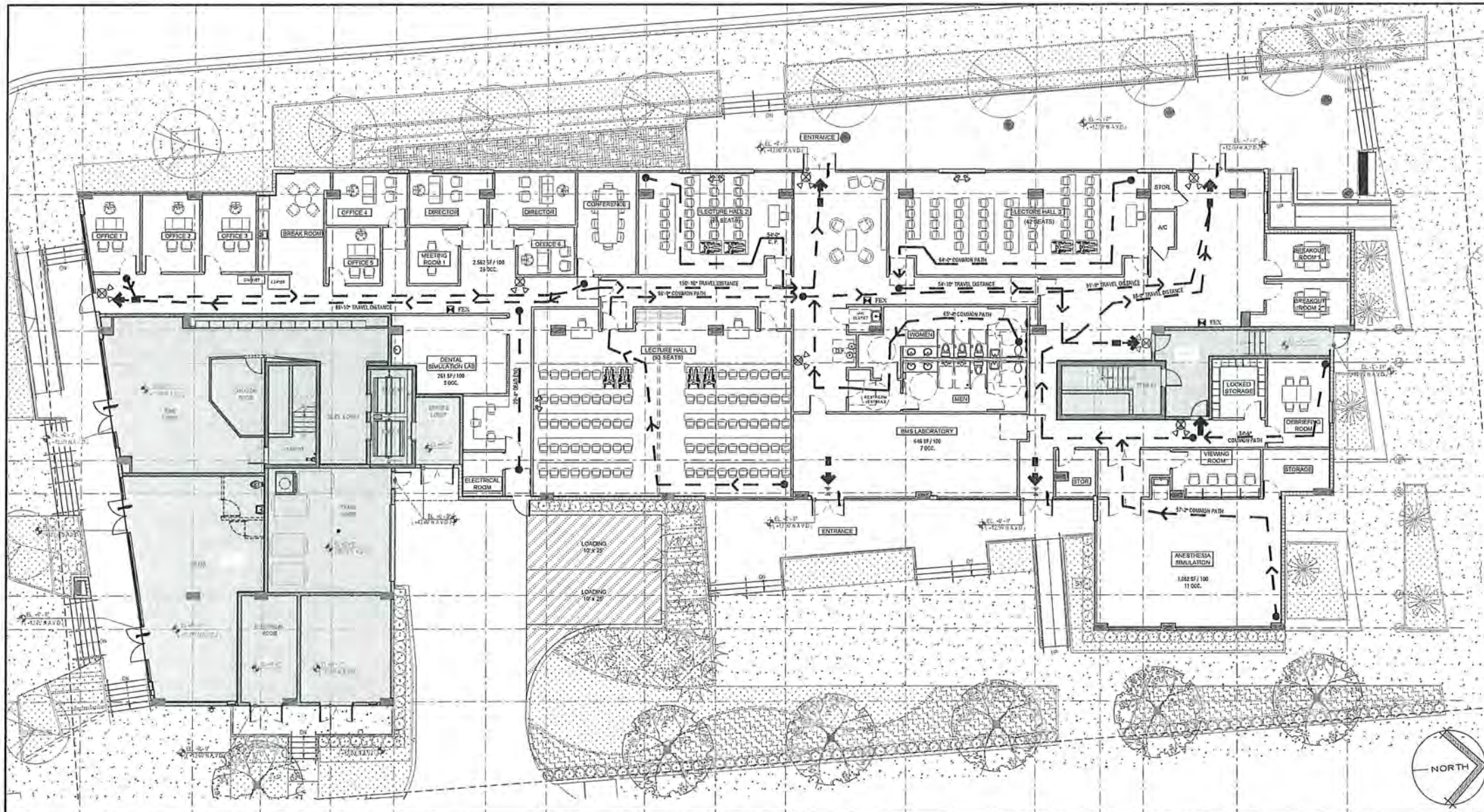
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 A-1

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1 PROPOSED FLOOR PLAN SCALE: 3/16" = 1'-0"

**LIFE SAFETY INFORMATION**

OCCUPANCY: BUILDING GROUP: R2 M  
 CONSTRUCTION TYPE: TYPE VB  
 PROTECTION: AUTOMATIC FIRE SPRINKLER SYSTEM  
 FIRE ALARM SYSTEM

OCCUPANT LOAD CALCULATIONS:  
 THE TOTAL AREA OCCUPANT LOAD CALCULATIONS ARE AS FOLLOWS (AS PER NFPA 101 - TABLE 7.3.1.2):

PROPOSED AREA:	AREA:	OCCUPANT LOAD:
OFFICES AREA	2,562 sq.ft. / 100 gross	26 OCCUPANTS
DENTAL SIM LAB	261 sq.ft. / 100 gross	3 OCCUPANTS
BMS LAB	645 sq.ft. / 100 gross	7 OCCUPANTS
ANESTHESIA SIMULATION	1019 sq.ft. / 100 gross	5 OCCUPANTS
LECTURE HALL 1	1 per person/18 linear in.	93 OCCUPANTS
LECTURE HALL 2	1 per person/18 linear in.	28 OCCUPANTS
LECTURE HALL 3	1 per person/18 linear in.	42 OCCUPANTS
<b>TOTAL INDOOR LOAD:</b>		<b>204 OCCUPANTS</b>

TRAVEL DISTANCE (MAX):	TRAVEL DISTANCE (PROVIDED):
SPRINKLER'd: 250 FEET	150'-10"

COMMON PATH OF TRAVEL	MAX. REQUIRED:	MAX. PROVIDED:
MERCANTILE SPRINKLER'd:	100'	ASSEMBLY SPRINKLER'd: 95'-9"

**LIFE SAFETY NOTES:**

- DOORS SHALL BE ARRANGED TO BE READILY OPENED FROM THE EGRESS SIDE WHENEVER THE BUILDING IS OCCUPIED. LOCKS, IF PROVIDED, SHALL NOT REQUIRE THE USE OF KEY, TOOLS, SPECIAL KNOWLEDGE, OR EFFORT FOR OPERATION FROM THE INSIDE OF THE BUILDING.
- A DOOR DESIGNED TO NORMALLY BE KEPT CLOSED IN A MEAN OF EGRESS, SUCH AS A DOOR TO A STAIR ENCLOSURE OR HORIZONTAL EXIT, SHALL BE SELF-CLOSING DOOR & SHALL NOT, AT ANY TIME BE SECURED IN THE OPEN POSITION.
- THE MINIMUM WIDTH OF ANY EXIT ACCESS SHALL BE AS SPECIFIED FOR INDIVIDUAL OCCUPANCIES BY CHAPTER 8 THRU 30 (NFPA) - BUT IN NO CASE SHALL SUCH WIDTH BE LESS THAN 36" FLOOR SURFACES ON BOTH SIDES OF DOOR SHALL HAVE NO LESS THAN 1/2" CHANGE IN ELEVATION 101-7.2.1.3 NFPA.
- ALL DOORS ALONG AN ACCESSIBLE ROUTE SHALL HAVE 'U' TYPE LEVER & COMPLY W F.A.C. 4.13.9, SEE DOOR SCHEDULE
- FIRE EXTINGUISHERS: OWNER TO PROVIDE ONE (1) FIRE EXTINGUISHER 2A 10 BC TYPE FOR EACH 3,000 sq.ft. OF BUILDING AREA W/ A 7'5" (max) TRAVEL DISTANCE, AS PER THE FBC & NFPA 101, TAGGED & MOUNTED @ 48" off. SEE FLOOR PLAN FOR LOCATIONS.
- ALL INTERIOR FINISHES INCLUDING WALLS, PARTITIONS, CEILINGS & OTHER EXPOSED INTERIOR SURFACES, COMPRISING BOTH PLASTER, WOOD OR OTHER INTERIOR FINISH MATERIAL & ANY SURFACING MATERIAL SUCH AS PAINT OR WALL PAPER APPLIED THEREOF SHALL HAVE A FLAME SPREAD CLASSIFIED OF CLASS 'A' OR CLASS 'B' (TO BE IN COMPLIANCE W/ NFPA 101 12.3.3 & 10.2)
- BUILDING IS PROTECTED THROUGHOUT BY A SUPERVISED AUTOMATIC FIRE SPRINKLER SYSTEM AS PER FBC 903. CONTRACTOR SHALL PROVIDE PRE-ENGINEER'S SHOP DRAWINGS FOR BUILDING DEPARTMENT REVIEW & SEPARATE PERMIT IF ANY CHANGES ACCURRED DUE NEW PARTITIONS
- BUILDING IS PROTECTED BY A MANUAL FIRE ALARM SYSTEM
- SEE ELECTRICAL DRAWINGS FOR SMOKE DETECTORS

**LIFE SAFETY LEGEND**

- TRAVEL DISTANCE/COMMON PATH OF TRAVEL
- EXIT SIGN (NEW)
- EXIT SIGN / EMERGENCY LIGHT COMBO (EXIST.)
- EMERGENCY LIGHT (W BATTERY PACK) (EXIST.)
- FIRE EXTINGUISHER (NEW)
- HORN (SEE ELECTRICAL DWG. E-1) (EXIST.)
- FIRE ALARM (PULL LEVER) & SIGN (EXIST.)
- SMOKE DETECTOR (EXIST.)
- DENOTE SPRINKLER HEADS (EXIST.)

**HANDICAP SEATING REQUIREMENTS**

NOTE:  
 ALL PUBLIC FOOD SERVICE ESTABLISHMENTS, & ALL ESTABLISHMENTS LICENSED UNDER THE BEVERAGE LAW FOR CONSUMPTION ON THE PREMISES SHALL PROVIDE ACCESSIBLE SEATING OR SPACES FOR SEATING CONSISTENT WITH THE FOLLOWING TABLE AS PER F.A.C. 221.2.1.1:

SEATING CAPACITY	REQUIRED HANDICAP
4 TO 25	1
26 TO 50	2
51 TO 150	4
151 TO 300	5
301 TO 500	8

\* RESTAURANT IS PROPOSING A NON-FIXED SEATING TYPE (CHAIRS) THAT WILL BE REMOVED TO ACCOMMODATE HANDICAP/DISABLED PATRONS UPON REQUEST.

SEATING CAPACITY	REQUIRED HANDICAP	PROVIDED
151 TO 300	5	6

NOTE:  
 FOR SPACE REQUIREMENTS (FOR WHEELCHAIR SEATING) AREA, REFER TO THE F.A.C. 2020

2 LIFE SAFETY INFORMATION



Kaller Architecture  
 AA# 26001212  
 2417 Hollywood Blvd.  
 Hollywood Florida 33020  
 954.920.5746  
 joseph@kallerarchitects.com  
 www.kallerarchitects.com



PROJECT TITLE  
 BARRY UNIVERSITY  
 UNIVERSITY STATION  
 2030 POLK STREET  
 HOLLYWOOD, FL. 33020

SHEET TITLE  
 LIFE SAFETY PLAN  
 LEGEND, NOTES

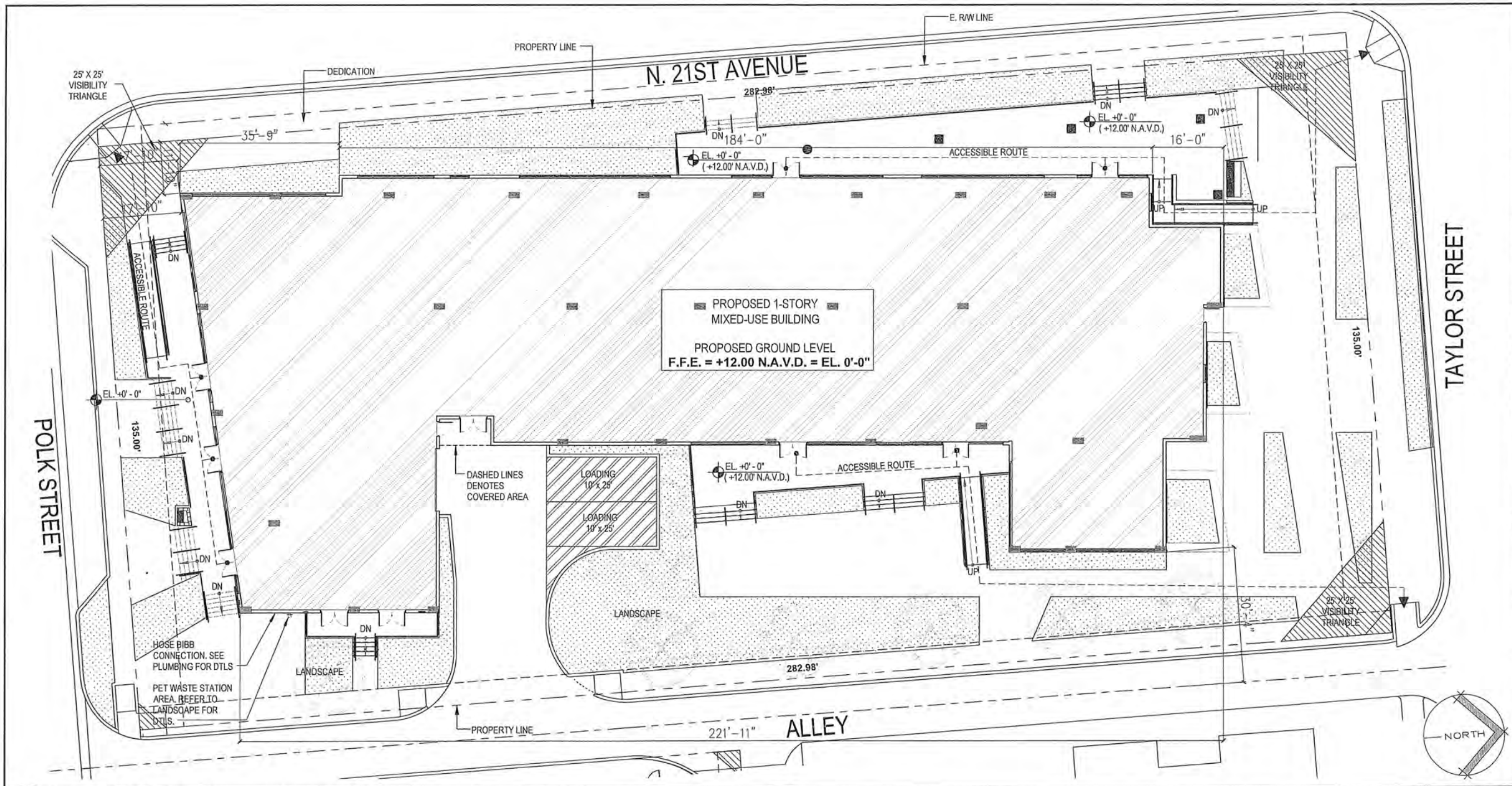
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1 | PROPOSED SITE PLAN SCALE: 3/32" = 1'-0"

**LEGAL DESCRIPTION**

PARCEL 1:  
POLK STREET PARKING LOT:  
BEING ALL OF LOTS 8, 9, 10, 11, 12 AND 13, BLOCK 11, "HOLLYWOOD", ACCORDING TO THE PLAT THEREOF,  
RECORDED IN PLAT BOOK 1, PAGE 21, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGON AT THE SOUTHWEST CORNER OF SAID LOT 8, BLOCK 11, BEING A POINT OF INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF POLK STREET WITH THE EAST LINE OF A 15 FOOT ALLEY AND THE WEST LINE OF SAID LOT 8; THENCE NORTHERLY ALONG SAID WEST LINE OF SAID LOT 8, A DISTANCE OF 134.61 FEET TO THE NORTHWEST CORNER OF SAID LOT 8; BEING A POINT OF INTERSECTION OF SAID EAST LINE OF A 15 FOOT ALLEY WITH THE SOUTH LINE OF SAID LOT 14; THENCE EASTERLY ALONG THE NORTH LINE OF LOTS 8 THROUGH 13, AND SAID SOUTH LINE OF SAID LOT 14; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID LOT 13, A DISTANCE OF 134.55 TO A POINT OF THE NORTH RIGHT-OF-WAY LINE OF POLK STREET; THENCE WESTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 240.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 8 AND THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA.

**GENERAL NOTES**

- PERMITS:** CONTRACTOR SHALL CONTAIN IN THEIR BID AS WELL AS SECURE ALL NECESSARY BUILDING PERMITS, NOT LIMITED, MECHANICAL, PLUMBING, ELECTRICAL, OCCUPANCY AND OTHER PERMITS, AT HIS EXPENSE, SO THAT THE OWNER CAN OBTAIN HIS / HER CERTIFICATE OF OCCUPANCY.
- QUALIFICATION OF CONTRACTOR:** ALL SUB - CONTRACTORS SHALL BE LICENSED BY THE STATE OF FLORIDA, AS WELL AS THE COUNTY AND BE INSURED TO MEET THE REQUIREMENTS OF BROWARD COUNTY AND THE CITY OF HOLLYWOOD.
- OWNER SHALL HAVE THE RIGHT OF APPROVAL OR REJECTION OF ALL SUBCONTRACTORS PRIOR TO SIGNING THE CONTRACT.
- EXISTING CONDITIONS:** ALL SUB CONTRACTORS THROUGH SUBMISSION OF THEIR BID, AGREES THAT THEY SHALL BE HELD RESPONSIBLE FOR HAVING EXAMINED THE SITE, THE PROPOSED PLANS, THE LOCATION OF ALL PROPOSED WORK AND FOR HAVING SATISFIED HIMSELF FROM THEIR OWN PERSONAL KNOWLEDGE AND EXPERIENCE OR PROFESSIONAL ADVICE AS TO THE CHARACTER AND LOCATION OF THE SITE, THE NATURE OF EXISTING CONDITIONS, THE LOCATION OF EXISTING UTILITIES AND ANY OTHER CONDITIONS SURROUNDING AND AFFECTING THE WORK, ANY OBSTRUCTIONS, AND ALL OTHER PHYSICAL CHARACTERISTICS OF THE SITE, IN ORDER THAT THEY MAY INCLUDE IN THEIR PRICE ALL COSTS PERTAINING TO THE WORK AND THEREBY PROVIDE FOR THE SATISFACTORY COMPLETION OF ANY OBJECTS OR OBSTRUCTION WHICH MAY BE ENCOUNTERED IN DOING THE PROPOSED WORK.
- ALL MEASUREMENTS AND DIMENSIONS MUST BE VERIFIED BY THE SUB - CONTRACTORS IN THE FIELD, THE DIMENSIONS SHOWN ARE AS ACCURATE AS THE BASE BUILDING DOCUMENTS PERMIT. ANY DISCREPANCIES MUST BE BROUGHT TO THE ATTENTION OF THE ARCHITECT IMMEDIATELY PRIOR TO THE COMMENCEMENT OF WORK. DO NOT SCALE DRAWINGS - USE DIMENSIONS ONLY. LARGE SCALE DRAWINGS SHALL GOVERN OVER SMALL, IF DIMENSIONS ARE NOT DESIGNATED ON THE PLANS, AT IS THE RESPONSIBILITY OF THE SUB - CONTRACTORS TO VERIFY THEM WITH THE ARCHITECT.
- COMPLY AT ALL TIMES WITH REQUIREMENTS OF THE FLORIDA BUILDING CODE, LIFE AND SAFETY CODE (N.F.P.A. 101), AND ALL LOCAL CODES AND ORDINANCES.
- PROTECTION:** THE SUB - CONTRACTORS SHALL PROTECT ADJACENT PARTS OF EXISTING BUILDINGS FROM DAMAGE DURING ALL PHASES OF CONSTRUCTION, AND BE LIABLE FOR SAME.
- WORKMANSHIP:** ALL MATERIALS AND EQUIPMENT SPECIFIED SHALL BE NEW AND ALL WORKMANSHIP SHALL BE FIRST CLASS FOLLOWING THE MANUFACTURER'S SPECIFICATIONS ALONG WITH THE BEST TRADE PRACTICES AND STANDARDS.
- ALL WORK TO BE GUARANTEED AGAINST POOR WORKMANSHIP AND DEFECTS.
- THE SUB - CONTRACTORS SHALL FURNISH ALL LABOR, MATERIALS AND EQUIPMENT (UNLESS OTHERWISE NOTED) REQUIRED FOR THE COMPLETION OF THE JOB IN ACCORDANCE WITH THESE DRAWINGS.
- CLEAN UP ALL RUBBISH, REFUSE, SCRAP MATERIALS AND DEBRIS CAUSED BY THIS PROJECT AT THE END OF EACH DAY AND INSURE THAT THE SITE OF WORK SHALL PRESENT A NEAT ORDERLY AND WORKMANLIKE APPEARANCE.
- SUB - CONTRACTORS SHALL PRESENT THE JOB TO THE OWNER FOR ACCEPTANCE, CLEANED AND READY FOR OCCUPANCY. ALL GLASS SHALL BE CLEANED AND POLISHED, FLOORS SWEPT BROOM CLEAN, CARPETS VACUUMED, FIXTURES WASHED AND ALL LABELS REMOVED.
- STORE MATERIALS IN A SAFE AND APPROVED LOCATION, COMPLY WITH ALL REGULATIONS GOVERNING THE NEIGHBORHOOD AS TO MINIMIZE INTERRUPTIONS AND/OR INTERFERENCE WITH ANY OF THE SURROUNDING OPERATIONS.
- ALL WOOD IN CONTACT WITH MASONRY SHALL BE PRESSURE TREATED.

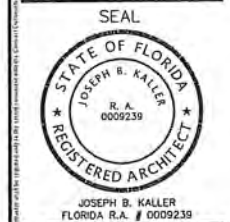
**SITE LEGEND**

- LANDSCAPED AREA. REFER TO LANDSCAPE DWGS.
- REINFORCED CONCRETE SLAB
- ASPHALT. REFER TO CIVIL DRWG.
- BIKE PATH. REFER TO CIVIL DWGS.
- ADA DETECTABLE WARNING. REFER TO CIVIL DWGS.
- PAVERS. REFER TO LANDSCAPE DWGS.
- PAVEMENT STRIPED ZONE-NO PARKING, NO DRIVING & NO STANDING AREA
- WIRING PROVIDED FOR FUTURE ELECTRICAL VEHICLE PARKING (EV).
- ACCESSIBLE ROUTE (THE RUNNING SLOPE OF WALKING SURFACES SHALL NOT BE STEEPER THAN 1:20. THE CROSS SLOPE OF WALKING SURFACES SHALL NOT BE STEEPER THAN 1:48)

2 | SITE INFO and SITE NOTES



Kaller Architecture  
 AA# 26001212  
 2417 Hollywood Blvd.  
 Hollywood Florida 33020  
 954.920.5748  
 joseph@kallerarchitects.com  
 www.kallerarchitects.com



PROJECT TITLE  
 BARRY UNIVERSITY  
 UNIVERSITY STATION  
 2030 POLK STREET  
 HOLLYWOOD, FL. 33020

SHEET TITLE  
 PROPOSED SITE  
 PLAN  
 SITE INFO

REVISIONS

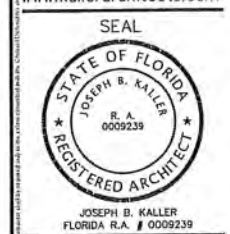
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 SP-1



Kaller Architecture  
 AA# 26001212  
 2417 Hollywood Blvd.  
 Hollywood Florida 33020  
 954.920.5746  
 joseph@kallerarchitects.com  
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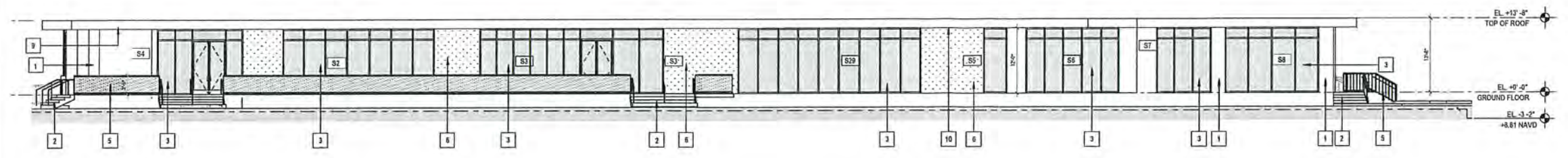
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**PROPOSED  
 ELEVATIONS**

REVISIONS	DATE	DESCRIPTION

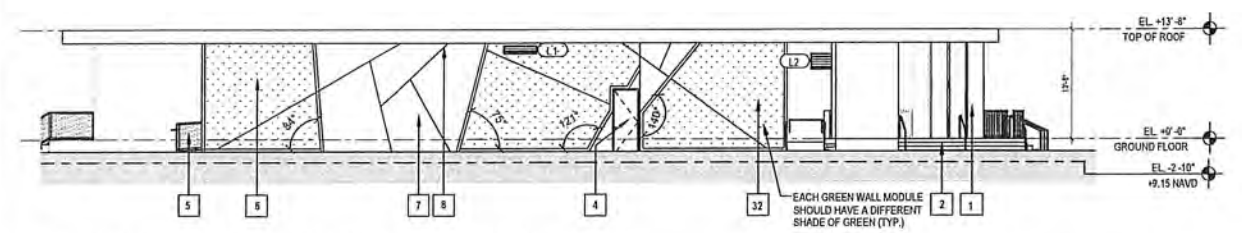
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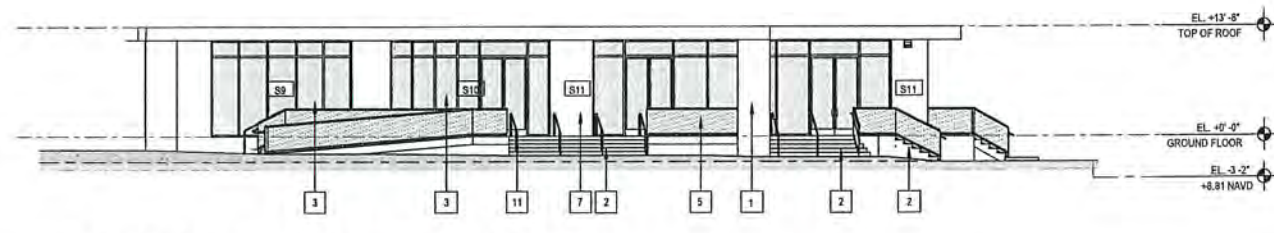
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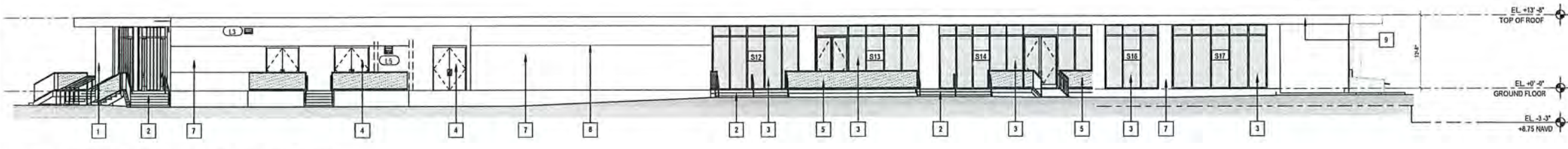
**1 PROPOSED WEST ELEVATION**  
 SCALE: 3/32" = 1'-0"



**2 PROPOSED NORTH ELEVATION**  
 SCALE: 3/32" = 1'-0"



**3 PROPOSED SOUTH ELEVATION**  
 SCALE: 3/32" = 1'-0"



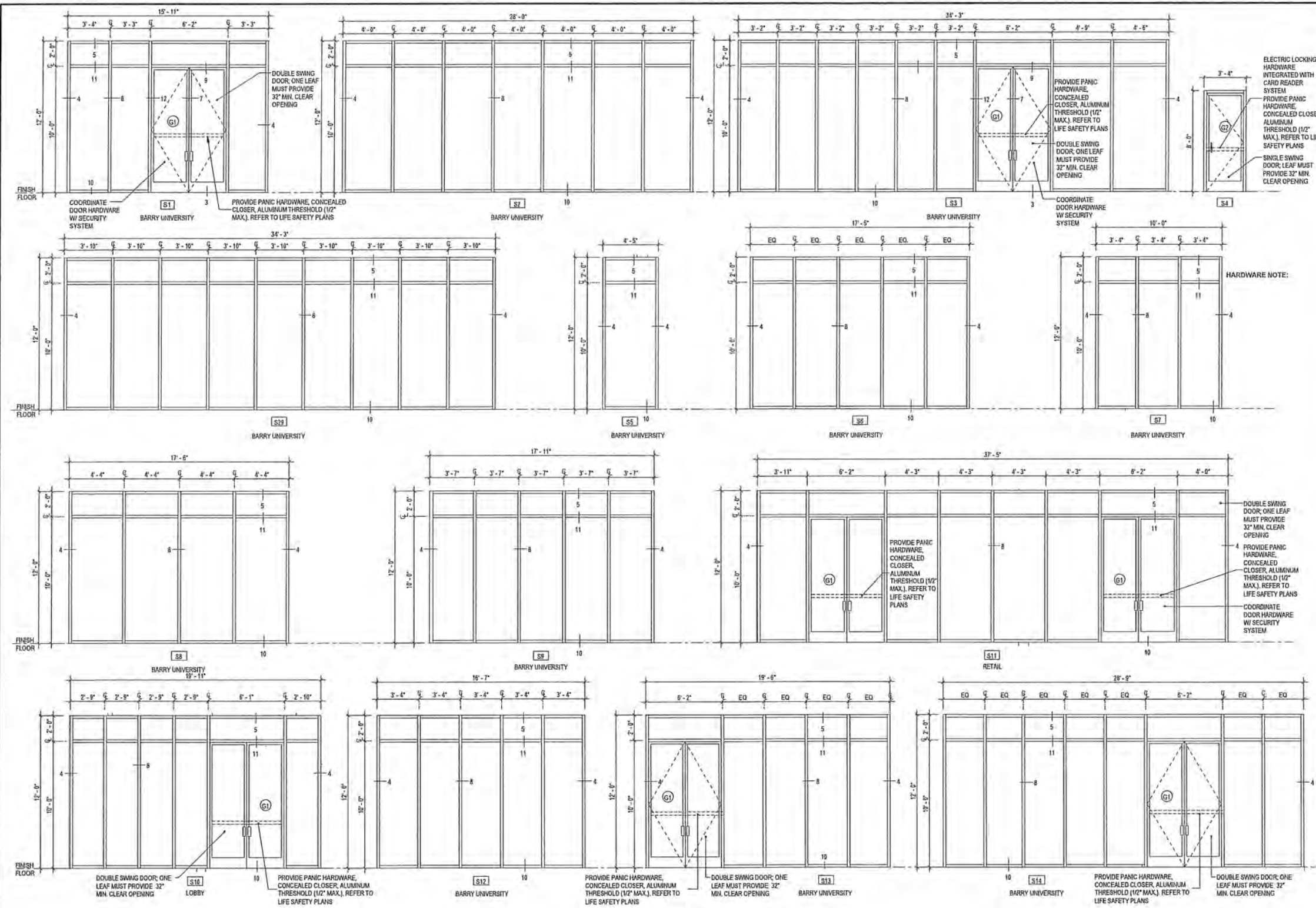
**4 PROPOSED EAST ELEVATION**  
 SCALE: 3/32" = 1'-0"

1. STRUCTURAL COLUMN, REFER TO STRUCTURAL DWG. FOR DTLS, PROVIDE LIGHT TEXTURE CEMENT PLASTER FINISH (TYP. THROUGHOUT UNLESS OTHERWISE NOTED).	11. 34" A.F.F. HANDRAIL ATTACHED TO CONCRETE SLAB, REFER TO SHEETS A-9.01 AND A-10.04 FOR DETAILS.
2. CONCRETE ACCESS STEPS / STOOP, REFER TO STRUCTURAL DRAWINGS.	
3. ALUMINUM CAT II SAFETY GLAZING IMPACT RESISTANT STOREFRONT SYSTEM, REFER TO WINDOW SCHEDULE.	
4. IMPACT RESISTANT METAL DOOR, REFER TO DOOR SCHEDULE.	
5. 42 1/2" HIGH MIN. A.F.F. (TAKEN FROM INTERIOR F.F.E.) BALCONY GUARD RAILING (POWDERCOATED ALUMINUM). PERFORATED ALUMINUM SHALL REFLECT 4" OBJECTS. SUBMIT SHOP-DRAWINGS FOR APPROVAL PRIOR TO FABRICATION.	
6. ARTIFICIAL GREEN WALL BY EASYGRASS OR APPROVED EQUAL. SUBMIT SHOP DRAWINGS FOR REVIEW AND APPROVAL PRIOR TO FABRICATION.	
7. LIGHT TEXTURE CEMENT PLASTER FINISH (TYP. THROUGHOUT UNLESS OTHERWISE NOTED).	
8. CONT. 1" WIDE BY 1/4" DEEP STUCCO SCORE LINE. ALL LINES TO BE CONTINUOUS AND AT SAME HEIGHT THROUGHOUT ELEVATIONS. SEE DETAIL IN A-11.09 SERIES SHEETS. PROVIDE THROUGHOUT AT MAX. 144 SF. OF STUCCO AREA (TYP.)	
9. SMOOTH CEMENT TEXTURE PLASTER, TYPICAL THROUGHOUT UNLESS OTHERWISE SPECIFIED.	
10. EYEBROW DROPPED BEAM, REFER TO STRUCTURAL DWGS.	

1	ELEVATION KEY NOTES
H	WINDOW TYPE-REFER TO SCHEDULE, A-10.00
D	DOOR TYPE-REFER TO SCHEDULE, A-4.00
S1	STOREFRONT TYPE-REFER TO SCHEDULE, A-10.00
LO	LOUVERS DETAIL SHEET A-10.00
DB	DECORATIVE EXTERIOR BANDING TYPES.
ST	DENOTES STEPS/BREAKS BETWEEN FACES OF WALL. SEE PLAN TO VERIFY DIMENSIONS.

**NOTE:**

- ALL ALUMINUM COMPONENT TO BE FINISHED WITH AN INHIBITIVE THERMO-CURED PRIMER AND A THERMO-CURED FLUOROCARBON COATING OR APPROVED EQUAL. COMPLY WITH NAAMM "METAL FINISHES MANUAL" FOR FINISH DESIGNATIONS AND APPLICATION RECOMMENDATIONS.
- PROVIDE SEPARATION BETWEEN DISSIMILAR METALS.
- ALUMINUM SURFACE IN CONTACT WITH CONCRETE OR OTHER MASONRY MATERIALS, SHALL BE PROTECTED WITH ALKALI-RESISTANT COATING SUCH AS HEAVY BITUMINOUS PAINT.



**STOREFRONT**

- ALL GLAZING SHALL BE IMPACT RESISTANT TO COMPLY WITH WIND PRESSURES REQUIRED (REFER TO STRUCTURAL DWGS. OR WIND TUNNEL TEST).
- INSTALLATION SHALL BE AS PER APPROVED PRODUCT NDA.
- PAINTABLE NON-SHINK SEALANT WITH BACKER ROD SHALL BE PLACED AROUND PERIMETER OF FRAME ON BOTH SIDES.
- CONTRACTOR SHALL CONSULT MANUFACTURER WHERE ADDITIONAL SUPPORTS, CONNECTIONS OR SPECIALTY ITEMS ARE REQUIRED.
- COMPLETE SET OF SHOP DRAWINGS WITH ALL SITE CONDITION & SPECIAL REQUIREMENTS SHALL BE PROVIDED FOR REVIEW AND APPROVAL PRIOR TO MANUFACTURING.
- ALL EXTERIOR STOREFRONTS SHALL BE IMPACT RESISTANT. GLAZING SHALL HAVE A MIN. SHADING COEFFICIENT AS PER ENERGY CALCULATIONS.
- ALL GLAZING SHALL BE TINTED GRAY UNLESS OTHERWISE NOTED.
- INTERIOR GLAZING SHALL CONFORM WITH 2020 FBC SECTION 2406. ALL GLAZING UNLESS OTHERWISE INDICATED SHALL BE CAT. II SAFETY GLASS.
- GLAZING AT RATED WALL OR DOORS SHALL CONFORM WITH 2020 FBC 716. 1/2" MAX. ROVELED THRESHOLD AT DOORS (1/2 MAX. SEVEL).
- ALL STOREFRONT DOORS TO PROVIDE 32" MIN. CLEAR WHEN ONE DOOR LEAF IS OPEN 90 DEGREES MEASURED BETWEEN THE FACE OF THE DOOR AND OPPOSING DOOR STOP.
- ALL DOORS TO PROVIDE 8" MIN. OF VERTICAL CLEAR OPENING. CLEARANCE CAN ONLY BE REDUCED BY DOOR CLOSERS TO 7" A.F.F.
- ALL STOREFRONT DOORS WITH PANIC HARDWARE SHALL HAVE CONCEALED LOCKS.
- DOOR AND GATE SURFACES, SWINGING DOOR AND GATE SURFACES WITHIN 10 INCHES (254 MM) OF THE FINISH FLOOR OR GROUND MEASURED VERTICALLY SHALL HAVE A SMOOTH SURFACE ON THE PUSH SIDE EXTENDING THE FULL WIDTH OF THE DOOR OR GATE. PARTS CREATING HORIZONTAL OR VERTICAL JOINTS IN THESE SURFACES SHALL BE WITHIN 1/16 INCH (1.5 MM) OF THE SAME PLANE AS THE OTHER, CAVITIES CREATED BY ADDED RICK PLATES SHALL BE CAPPED.
- ONE HOUR RATED "FIRELITE" SYSTEM, WHERE NOTED.
- ALL LOUVERS WITHIN STOREFRONT ELEVATIONS TO MATCH STOREFRONT COLOR AND FINISH.

**GLASS**

- EXTERIOR GLASS MUST COMPLY WITH ENERGY CALCULATION VALUES AND NGRS CONSULTANT REQUIREMENTS.
- GLAZING IN AN INDIVIDUAL, FIXED OR OPERABLE PANEL SHALL BE CONSIDERED A HAZARDOUS LOCATION AND REQUIRES CAT II SAFETY GLAZING IF THE EXPOSED AREA OF AN INDIVIDUAL PANE IS GREATER THAN 9 SQUARE FEET; THE BOTTOM EDGE OF THE GLAZING IS LESS THAN 18 INCHES ABOVE THE FLOOR AND THE TOP EDGE OF THE GLAZING IS GREATER THAN 36 INCHES ABOVE THE FLOOR.
- ALL GLASS COMPONENTS MUST COMPLY WITH ANSI Z97.1, CAT II SAFETY GLAZING IMPACT TEST.
- FOR RESIDENTIAL EXTERIOR WINDOWS/STOREFRONTS AND SLIDING GLASS DOORS, SHADING COEFFICIENT = 0.66 AND U-FACTOR = 0.94. REFER TO MECHANICAL DRAWINGS & ENERGY CALCULATIONS.

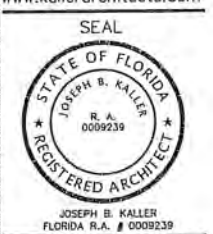
**EXTERIOR STOREFRONTS**

SCALE: 1/4" = 1'-0"

NOTE:  
ALL EXTERIOR WINDOWS / STOREFRONTS TO BE CATEGORY II SAFETY IMPACT RESISTANT STOREFRONT SYSTEM (TYP.) UNLESS NOTED OTHERWISE.



Kaller Architecture  
AA# 26001212  
2417 Hollywood Blvd.  
Hollywood Florida 33020  
954.920.5746  
joseph@kallerarchitects.com



PROJECT TITLE  
BARRY UNIVERSITY STATION  
UNIVERSITY STATION  
2030 POLK STREET  
HOLLYWOOD, FL. 33020

SHEET TITLE  
EXTERIOR STOREFRONT DETAILS

REVISIONS  
No. DATE DESCRIPTION

No.	DATE	DESCRIPTION

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DATE: 04/11/23  
DRAWN BY: JCR  
CHECKED BY: JKB

SHEET  
A-5

ROOM FINISH SCHEDULE

SPACE	FLOOR	BASE	WALL				C/D	REMARKS
			N	S	E	W		
OFFICE 1	F-4	B-1	W-1/TBD	W-1/TBD	W-1/TBD	W-1/TBD	C-2	ALL FINISHES TO BE SELECTED BY OWNER
OFFICE 2	F-4	B-1	W-1/TBD	W-1/TBD	W-1/TBD	W-1/TBD	C-2	ALL FINISHES TO BE SELECTED BY OWNER
OFFICE 3	F-4	B-1	W-1/TBD	W-1/TBD	W-1/TBD	W-1/TBD	C-2	ALL FINISHES TO BE SELECTED BY OWNER
OFFICE 4	F-4	B-1	W-1/TBD	W-1/TBD	W-1/TBD	W-1/TBD	C-2	ALL FINISHES TO BE SELECTED BY OWNER
OFFICE 5	F-4	B-1	W-1/TBD	W-1/TBD	W-1/TBD	W-1/TBD	C-2	ALL FINISHES TO BE SELECTED BY OWNER
OFFICE 6	F-4	B-1	W-1/TBD	W-1/TBD	W-1/TBD	W-1/TBD	C-2	ALL FINISHES TO BE SELECTED BY OWNER
MEETING ROOM 1	F-4	B-1	W-1/TBD	W-1/TBD	W-1/TBD	W-1/TBD	C-2	ALL FINISHES TO BE SELECTED BY OWNER
DIRECTOR	F-4	B-1	W-1/TBD	W-1/TBD	W-1/TBD	W-1/TBD	C-2	ALL FINISHES TO BE SELECTED BY OWNER
DIRECTOR	F-4	B-1	W-1/TBD	W-1/TBD	W-1/TBD	W-1/TBD	C-2	ALL FINISHES TO BE SELECTED BY OWNER
CONFERENCE	F-4	B-1	W-1/TBD	W-1/TBD	W-1/TBD	W-1/TBD	C-2	ALL FINISHES TO BE SELECTED BY OWNER
BREAK ROOM	F-4	B-1	W-1/TBD	W-1/TBD	W-1/TBD	W-1/TBD	C-2	ALL FINISHES TO BE SELECTED BY OWNER
DENTAL SIMULATION LAB	F-4	B-1	W-1/TBD	W-1/TBD	W-1/TBD	W-1/TBD	C-2	ALL FINISHES TO BE SELECTED BY OWNER
ELECTRICAL ROOM	F-4	B-1	W-1/TBD	W-1/TBD	W-1/TBD	W-1/TBD	C-2	ALL FINISHES TO BE SELECTED BY OWNER
LECTURE HALL 1	F-4	B-1	W-1/TBD	W-1/TBD	W-1/TBD	W-1/TBD	C-2	ALL FINISHES TO BE SELECTED BY OWNER
LECTURE HALL 2	F-4	B-1	W-1/TBD	W-1/TBD	W-1/TBD	W-1/TBD	C-2	ALL FINISHES TO BE SELECTED BY OWNER
LECTURE HALL 3	F-4	B-1	W-1/TBD	W-1/TBD	W-1/TBD	W-1/TBD	C-2	ALL FINISHES TO BE SELECTED BY OWNER
MEN RESTROOM	F-3	B-1	W-2/TBD	W-2/TBD	W-2/TBD	W-2/TBD	C-2	ALL FINISHES TO BE SELECTED BY OWNER
WOMEN RESTROOM	F-3	B-1	W-2/TBD	W-2/TBD	W-2/TBD	W-2/TBD	C-2	ALL FINISHES TO BE SELECTED BY OWNER
BREAKOUT ROOM 1	F-4	B-1	W-1/TBD	W-1/TBD	W-1/TBD	W-1/TBD	C-2	ALL FINISHES TO BE SELECTED BY OWNER
BREAKOUT ROOM 2	F-4	B-1	W-1/TBD	W-1/TBD	W-1/TBD	W-1/TBD	C-2	ALL FINISHES TO BE SELECTED BY OWNER
BMS LABORATORY	F-4	B-1	W-1/TBD	W-1/TBD	W-1/TBD	W-1/TBD	C-2	ALL FINISHES TO BE SELECTED BY OWNER
LOCKED STORAGE	F-4	B-1	W-1/TBD	W-1/TBD	W-1/TBD	W-1/TBD	C-2	ALL FINISHES TO BE SELECTED BY OWNER
DEBRIEFING ROOM	F-4	B-1	W-1/TBD	W-1/TBD	W-1/TBD	W-1/TBD	C-2	ALL FINISHES TO BE SELECTED BY OWNER
VIEWING ROOM	F-4	B-1	W-1/TBD	W-1/TBD	W-1/TBD	W-1/TBD	C-2	ALL FINISHES TO BE SELECTED BY OWNER
STORAGE	F-4	B-1	W-1/TBD	W-1/TBD	W-1/TBD	W-1/TBD	C-2	ALL FINISHES TO BE SELECTED BY OWNER
ANESTHESIA SIMULATION	F-4	B-1	W-1/TBD	W-1/TBD	W-1/TBD	W-1/TBD	C-2	ALL FINISHES TO BE SELECTED BY OWNER
STOR.	F-4	B-1	W-1/TBD	W-1/TBD	W-1/TBD	W-1/TBD	C-2	ALL FINISHES TO BE SELECTED BY OWNER

- FLOORING**
- F-1 PORCELAIN TILE (SELECTION BY OWNER)
  - F-2 HONED CERAMIC TILE (SELECTION BY OWNER)
  - F-3 QUARRY TILE (SELECTION BY OWNER)
  - F-4 LVT / GLUE DOWN VINYL (SELECTION BY OWNER)
- BASE:**
- B-1 6" BASE TO MATCH FLOOR FINISH (SELECTION BY OWNER)
- WALLS:**
- W-1 DOUBLE COAT PAINT (COLOR SELECTION BY OWNER)
  - W-2 TILE (SELECTION BY OWNER)
  - W-3 DOUBLE COAT OF A WIPEABLE EPOXY COLOR PAINT (SELECTION BY OWNER)
  - TBD TO BE DETERMINED
- CEILING:**
- C-1 PAINTED GWS CEILING (COLOR SELECTION BY OWNER)
  - C-2 24X24 MOISTURE RESISTANT NON-ABSORBENT WIPE-ABLE TYPE LAY-IN TILE CEILING

NOTES:

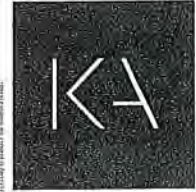
1. GC TO PROVIDE ALL FLOOR PREP NECESSARY FOR INSTALLATION OF ALL NEW FLOOR FINISHES
2. GC SHALL PREPARE EXISTING SURFACES (WALLS & CEILINGS) TO RECEIVE NEW SCHEDULED FINISHES
3. ALL INTERIOR FINISHES, COLORS & TEXTURES TO BE PROVIDED BY INTERIOR DESIGNER AND/OR OWNER.
4. ALL INTERIOR & EXTERIOR ELEMENTS TO BE MOISTURE, ROT & TERMITES RESISTANT.
5. GC TO VERIFY THAT ALL FINISHES @ RESTROOMS, BATHROOMS & SERVICE PREP AREAS TO HAVE A WIPEABLE & MOISTURE RESISTANT FINISH.
6. ALL INTERIOR FINISHES SHALL COMPLY WITH CHAPTER 8 OF THE 2020 FBC. ALL INTERIOR FINISHES SHALL MEET THE REQUIREMENTS OF CHAPTER 9 OF THE FBC, FLAME SPREAD AND SMOKE INDEX FOR CEILINGS AND WALLS PER TABLE 803.9, FLOOR FINISHES CLASS 1 OR 2 PER SECTION 904 AND DECORATIVE MATERIALS AND TRIM PER SECTION 609 FBC 2020

NOTE

ALL INTERIOR FINISHES SHALL COMPLY WITH 12.3.3.3 AND 12.3.3.3.5 NFPA 101 2018 7TH EDITION

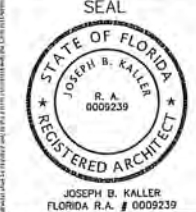
1 FINISH SCHEDULE

SCALE: N.T.S.



Kaller Architecture  
 AA# 26001212  
 2417 Hollywood Blvd.  
 Hollywood Florida 33020  
 954.920.5748  
 joseph@kallerarchitects.com

www.kallerarchitects.com



JOSEPH B. KALLER  
 FLORIDA R.A. # 0009239

PROJECT TITLE  
 BARRY UNIVERSITY  
 UNIVERSITY STATION  
 2030 POLK STREET  
 HOLLYWOOD, FL. 33020

SCHEDULES

REVISIONS

No.	DATE	DESCRIPTION

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 DATE: 04/26/23  
 DRAWN BY: JCR  
 CHECKED BY: JBK

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 A-6



**EXHIBIT D -SIGNAGE**

(SEE ATTACHED)

---

## Primary:

The purpose of the storefront signage and criteria and requirements is to ensure storefront signage is :

- Contextually appropriate
- Contributing to development's character
- Visually attractive
- Professionally assembled and displayed in a first-class manner
- Sign Type: Non-Illuminated Reverse Channel Letters
- Mounting with 2" x 2" aluminum tubes, and 1/4" aluminum plates.

## Secondary:

Secondary signage includes signage done in a creative manner in addition to the primary signage. Examples include:

- Signage etched into storefront
- Signage applied to glass
- Signage as a display creatively behind glass

## Primary signage



# Signage



## (REQUIRED)

- Primary Signage limited to Tenant's trade name, as approved in the Lease, or as otherwise approved in writing by Landlord
- Nationally recognized Tenants may use a crest, shield, logo, or other established corporate insignias, but are encouraged to incorporate them in a three dimensional approach relating to context.
- All signs must fit into their storefront architecture, leaving sufficient margins and negative space on all sides. Thickness, height, and colors of sign lettering and graphics must be visually balanced and in proportion with other signs within the project.
- Signage for the storefront glass must have matching letters and features on both sides of the glass to create a finish look when viewed from either side.
- Individual letter height may not exceed 18" high

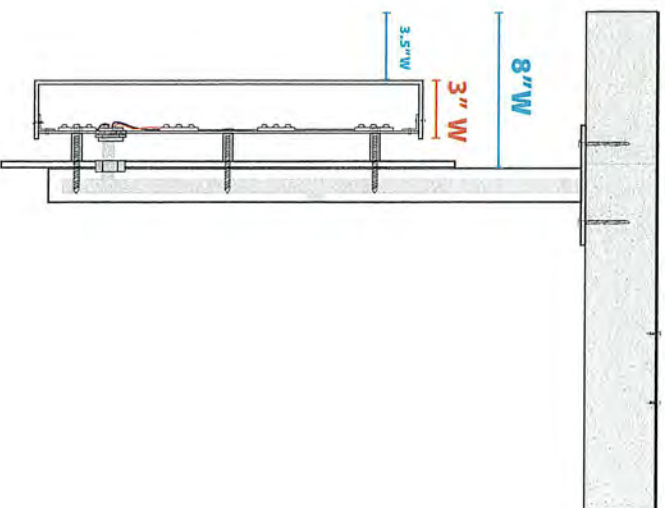
## (PROHIBITED)

- Neon signage will not be permitted
- Cloth, paper, cardboard
- Noise-making signs
- Formed plastic or injection molded plastic sign
- Luminous vacuum formed letters
- Temporary wall signs, banners, flags, inflatable displays, or sandwich boards.
- Hand-written signage will not be allowed
- Animated signs: signs consisting of anything swinging, rotating, flashing.
- Plexi-faced sign boxes/cabinet signs
- Signage may not exceed 50% total width of the storefront
- Illuminated signage will not be allowed

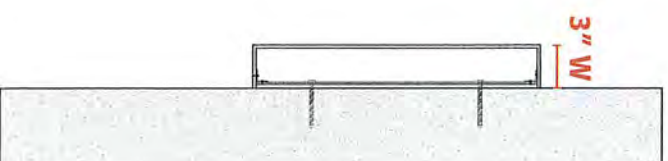
## Primary Signage

- Check diagram for location, V.1, V.2 and V.3
- Mounting height should be 9'-6" above the finished floor of corridor to the bottom of the tenant sign.

**Type A - (Reverse Channel Letters)**



**Type B - (Reverse Channel Letters)**  
*(Flush Mounted to Wall)*



## Signage



The Tenant, at Tenant's expense, must select a sign company to prepare complete plans and specifications for the tenant signage.

Tenant Lease Plan, Design Control Drawings and associated details to their sign company. It is the Tenant's and Tenant's sign company to responsibility obtain, review, and comply with all applicable codes and criteria contained herein. The Tenant shall notify the HTG Management of the sign company's name, address and telephone number.

All drawings must be signed and sealed by an engineer registered in the State of Florida.

After receiving the Tenant Lease Plan, carefully reviewing the design criteria and applicable codes, and field verifying the space conforms. The Tenant's sign company (in conjunction with the Tenant) shall proceed with submittal to the city.

It is the responsibility of the Tenant and Tenant's sign company to schedule adequate time for Landlord's preliminary review, Tenant's subsequent revisions if required, final construction drawings and Landlord's final review.

### LANDLORD'S PRELIMINARY REVIEW

Plans must be submitted to Landlord for approval in three phases: Preliminary Design Documents, Sign Shop Drawings and Engineering Drawings. These phases are detailed in this Section.

All drawing submittal shall be in full size (42"x 30") Adobe PDF format.

All drawings shall be submitted electronically to Landlord.

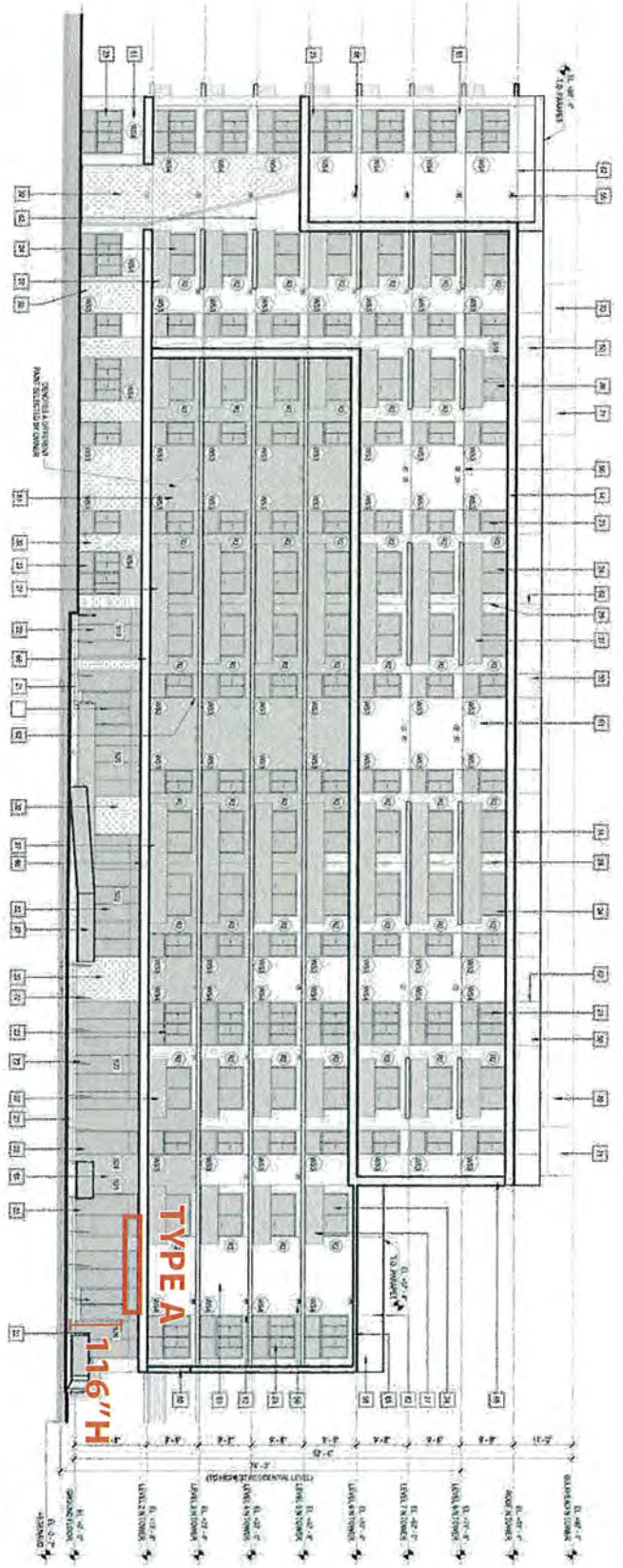
Please contact HTG Management for project information.

Tenants are required to submit, for final Landlord approval, one color rendered Storefront Elevation correctly illustrating the Tenant's colors and finishes. This shall be in the form of PDF, JPEG or comparable image file.





# North Tower West Elevations





**EXHIBIT E – Parking Map**  
(See Attached)



Exhibit E – Parking Map

City-controlled parking shaded in blue, shall be marked to accommodate Subtenant parking, non-exclusive use. A minimum of 80 parking spaces will be marked for Barry use per Section 29 of the Sub-Sublease.

