

LEASE AGREEMENT

This Lease Agreement (“Lease”) between 1600 NE 7TH AVENUE, LLC, a Nevada limited liability company authorized to transact business in the State of Florida (“Landlord”), and BROWARD COUNTY, a political subdivision of the State of Florida (“Tenant”), is effective as of the date it is fully executed by the Parties (“Effective Date”). Landlord and Tenant are hereinafter collectively referred to as the “Parties,” and individually referred to as a “Party.”

Recitals

A. Landlord owns that certain real property and improvements legally described in **Exhibit A** (“Property”), which includes (i) an approximately 6,625 square foot administration building (“Building”); (ii) an approximately 5,300 square foot car maintenance facility with an adjunct car fueling/detailing covered structure encompassing approximately 2,400 square feet; and (iii) parking areas with a guardhouse, electronic gates, and a Sabre Tooth entry/exit system.

B. The Parties wish to enter into a lease for the Property on the terms and conditions of this Lease.

NOW, THEREFORE, in consideration of the covenants and agreements herein contained and other good and valuable consideration, the Parties agree as follows:

ARTICLE I. TERM, DEMISED PROPERTY, EQUIPMENT, AND IMPROVEMENTS

Section 1.01 Recitals. The recitals stated above are accurate and are fully incorporated herein.

Section 1.02 Demised Property. Landlord hereby leases the Property to Tenant on the terms set forth in this Lease.

Section 1.03 Term. The term of this Lease shall commence on the Commencement Date (as set forth in Section 1.05) and shall end on the day preceding the 10-year anniversary of the Commencement Date, unless terminated earlier pursuant to this Lease (“Initial Term”). Provided that Tenant is not in default under this Lease, Tenant shall have the option to renew the Lease for an additional 10-year term (“Renewal Term”) upon the same terms and conditions of this Lease. The Renewal Term option may be exercised by Tenant, acting by and through its Director of Aviation, sending written notice to Landlord at least one hundred eighty (180) days before the expiration of the Initial Term. The Renewal Term (if exercised) shall (i) commence on the first day after the expiration of the Initial Term (“Renewal Term Commencement”); and (ii) expire on the day preceding the 10-year anniversary of the Renewal Term Commencement, unless terminated earlier pursuant to this Lease. The Initial Term, and any Renewal Term, are collectively referred to in this Lease as the “Term.”

Section 1.04 Equipment. Landlord is the sole owner of the equipment listed in **Schedule A** (“Equipment”). Tenant shall have the right to use the Equipment during the Term. Tenant shall not remove the Equipment from the Property unless authorized by Landlord. At the expiration or sooner termination of the Term, Tenant shall surrender all of the Equipment with the Property.

Section 1.05 Leasehold Improvements. Landlord shall, as soon as possible after the Effective Date, complete all of the design, construction, maintenance, and repair work described in **Schedule B** (“Leasehold Improvements”). Landlord shall be solely responsible for all costs and expenses, as well as any and all required jurisdictional agency approvals, in any way associated with the Leasehold

Improvements. Tenant shall be entitled, at any time after the Effective Date, to inspect the work performed by Landlord.

(a) Landlord shall, immediately upon completing the Leasehold Improvements, provide Tenant with written notice confirming such completion and containing, as an attachment, a detailed invoice (with supporting documentation) specifying the exact costs paid by Landlord in completing the Leasehold Improvements. Tenant shall, within ten (10) days after receiving such notice, perform an inspection of the Leasehold Improvements for the purpose of reasonably determining whether the Leasehold Improvements have been fully completed in accordance with **Schedule B**. Tenant shall, within ten (10) days after completing the inspection, provide Landlord with written notice either approving or disapproving of the Leasehold Improvements (“Inspection Notice”). If Tenant provides Landlord with an Inspection Notice approving the Leasehold Improvements or fails to provide an Inspection Notice, the “Commencement Date” of this Lease shall commence on the first day of the month that immediately succeeds the month in which Tenant provided or was obligated to provide the Inspection Notice.

(b) If Tenant provides an Inspection Notice disapproving of any of the Leasehold Improvements, then the following terms shall apply: Tenant must specify, in the Inspection Notice, any issues, deficiencies, or outstanding items in connection with the Leasehold Improvements (“Outstanding Work”). Landlord shall, as soon as possible after receiving the Inspection Notice, complete the Outstanding Work and provide Tenant with written notice confirming such completion and containing, as an attachment, an updated invoice (with supporting documentation) specifying the exact costs paid by Landlord in completing the Leasehold Improvements (inclusive of the Outstanding Work). Once Tenant reasonably determines that the Outstanding Work has been performed, Tenant shall promptly notify Landlord of such determination in writing (“Outstanding Work Completion Notice”) and the “Commencement Date” of this Lease shall commence on the first day of the month that succeeds the month in which the Tenant provided the Outstanding Work Completion Notice. Tenant agrees that it will not unreasonably delay or withhold its approval of the Outstanding Work.

(c) Tenant shall reimburse Landlord for the costs paid (as evidenced by the invoice and supporting documentation provided to Tenant as set forth in the paragraphs above) by Landlord in completing the Leasehold Improvements, up to a maximum amount of Forty-Seven Thousand Four Hundred Dollars (\$47,400), payable in equal monthly installments on or before the first day of each calendar month during the Initial Term. For avoidance of doubt and illustration purposes only, if Landlord paid costs of Twenty-One Thousand Dollars (\$21,000) in completing the Leasehold Improvements, Tenant would pay Landlord a monthly reimbursement amount equal to One Hundred Seventy-Five Dollars (\$175) during the Initial Term. Notwithstanding anything contained herein to the contrary, any reimbursements made by Tenant pursuant to this section shall not be considered Base Rent (as defined in Section 2.01 below) and will not be subject to any interest or annual increases. In addition, the Parties agree and understand that the Tenant will provide Landlord with the reimbursements referenced in this section only during the Initial Term (and not during any Renewal Term). If this Lease is terminated pursuant to this Agreement prior to the expiration of the Initial Term and such termination is not the result of Tenant’s default, Tenant shall not owe any further payment under this section to Landlord after the effective termination date.

ARTICLE II. RENT

Section 2.01 **Base Rent**. During the Term, Tenant shall pay Landlord annual base rent in accordance with the attached **Schedule C** (“Base Rent”), which Base Rent shall be payable in equal monthly

installments on or before the first day of each calendar month during the Term. Tenant represents, and Landlord acknowledges, that Tenant is a tax-exempt entity and Tenant agrees to provide Landlord with written proof of such status if requested.

Section 2.02 Payment. Base Rent shall be paid to Landlord at Landlord's office, or such other place as Landlord may designate, in lawful money of the United States of America. Landlord and Tenant intend that Base Rent shall be paid without notice or demand and without abatement, reduction, or set-off of any amount whatsoever, except as otherwise specifically provided herein.

ARTICLE III. REAL PROPERTY TAXES

Section 3.01 Landlord shall, within thirty (30) days after the conclusion of each calendar year during the Term, provide Tenant with an invoice detailing the Real Property Taxes (defined below) paid by the Landlord for the prior calendar year. The invoice provided by Landlord shall have supporting documentation detailing and evidencing the exact amount paid by Landlord. Tenant shall, within sixty (60) days after receiving the invoice, reimburse Landlord for the full amount of the Real Property Taxes paid by Landlord for the prior calendar year, unless the Tenant occupied the Property for less than the entire calendar year, in which case Tenant shall reimburse Landlord for a pro rata share of the Real Property Taxes based upon the amount of days during such calendar year that Tenant occupied the Property. As used herein, the term "Real Property Taxes" means any form of real estate tax or assessment, general, special, ordinary, or extraordinary, improvement bond or bonds, imposed on the Property or any portion thereof by any authority having the direct or indirect power to tax, including any city, county, state, or federal government, or any school, agricultural, sanitary, fire, street, drainage, or other improvement district thereof, as against any legal or equitable interest of Landlord in the Property. Landlord shall always pay Real Property Taxes at the first available opportunity in lump sum in order to avoid any late charges, fees, or added sums.

ARTICLE IV. UTILITIES

Section 4.01 Tenant shall directly contract and pay for all electric, water, garbage, telephone, and all other utilities charges throughout the Term for the Property. Landlord shall ensure, throughout the Term, that there are functioning metering devices on the Property that enable Tenant or any subtenant to pay all utilities in its name. Landlord shall not be responsible for any damage caused to the metering devices by Tenant or Tenant's employees, agents, contractors, or invitees. Landlord shall not be liable for any interruption or failure in the supply of any utility services to Tenant, unless Landlord causes such interruption or failure in the supply of any utility services or fails to maintain functioning metering devices as required by this Section 4.01.

ARTICLE V. TITLE TO THE BUILDINGS - USE OF THE PROPERTY

Section 5.01 Building Property of Landlord. Any Alterations (as defined in Article 13) that have been constructed by Tenant pursuant to Section 13.01 hereof are and shall remain the sole property of Landlord.

Section 5.02 Permitted Use. Except for the prohibited uses set forth in the next sentence, the Property may be used and occupied by Tenant for any lawful purpose, including but not limited to: (i) administrative offices, (ii) the maintenance, repair, fueling, washing, sale, and delivery of all types of vehicles, including buses, (iii) ground transportation, (iv) storage, (v) parking of vehicles, and (vi) bus operations. The Property may not be used for the following: (i) mobile home park, (ii) massage parlor or other facility that promotes lewd and lascivious behavior, (iii) junk yard of any kind, or (iv) pawn shop.

Section 5.03 No Impairment of Title. Tenant shall not use or authorize the use of the Property or any part thereof for any unlawful purpose or in violation of any certificate of occupancy covering or affecting the Property. Tenant also shall not authorize the use of the Property or any portion thereof by the public in such manner as might reasonably impair Landlord's title to the Property or any portion thereof or in such manner as might reasonably make possible a claim of adverse usage or adverse possession by the public or of implied dedication of the Property or any portion thereof.

ARTICLE VI. INSURANCE

Section 6.01 Tenant Self-Insured. Tenant is a self-insured governmental entity subject to the limitations of Section 768.28, Florida Statutes, as may be amended from time to time. Tenant has instituted and shall maintain a fiscally sound and prudent risk management program in accordance with the provisions of Section 768.28, Florida Statutes. Tenant's Workers' Compensation and Employers Liability program complies with Chapter 440 of the Florida Statutes. Tenant is fully self-insured and self-administered for Auto, General Liability, and Workers' Compensation coverage in accordance with Florida law. Nothing herein shall be deemed, construed, or asserted as Tenant waiving its sovereign immunity or waiving any limits established by Section 768.28, Florida Statutes.

Section 6.02 Insurance Coverages. Throughout the Term, Landlord will maintain, at Tenant's expense, the following insurances:

(a) insurance covering the Property against loss or damage by fire, lightning, vandalism, malicious mischief, flood, and such other risks as may from time to time be included in "extended coverage" endorsement or (to the extent broader coverage would be provided) in "all risk" or "special causes of loss" (ISO form CP 10 30 10 12) policies, in an amount not less than one hundred percent (100%) of the Full Insurable Value (as hereinafter defined) of the Property, with a self-insured retention or deductible of no more than \$50,000; and

(b) if requested by Tenant (acting by and through its Director of Risk Management) in writing, full environmental liability coverage for the Property, including, but not limited to insurance generally known as "pollution and remediation legal liability insurance" providing coverage for third party pollution in an amount not less than One Million Dollars (\$1,000,000).

The term "Full Insurable Value" as used in this Lease shall mean the cost of actual replacement of the Property. The Landlord and Tenant shall mutually agree upon the method utilized to determine the Full Insurable Value.

Section 6.03 Liability Insurance. Throughout the Term, Landlord shall maintain, at Tenant's expense, and for the mutual benefit of the Parties, commercial general liability insurance against claims for bodily injury, death, or property damage occurring in, on, or about the Property, with coverage in an amount of not less than Two Million Dollars (\$2,000,000) per occurrence limit, Two Million Dollars (\$2,000,000) general aggregate limit, and Two Million Dollars (\$2,000,000) personal and advertising limit. Tenant shall be named as an additional insured on the liability insurance policy.

Section 6.04 Contents of Policies. Any real property insurance policy required under this Article VI shall name Landlord and Tenant as loss payee and such policies shall also name Landlord's Mortgagee (if any) pursuant to a standard mortgagee (lender loss payable endorsement) clause, as its interests may appear. The Parties agree to not unreasonably delay or withhold any claims payment approval. Each policy required under this Article shall contain a provision indicating that it will not be canceled or modified without at least thirty (30) days' notice to Tenant, Landlord, and Landlord's Mortgagee (if any) and that no omission or negligence or act of Tenant shall result in forfeiture of the insurance.

Section 6.05 Purchase of Policies. Prior to any purchase of insurance policies by Landlord under this Article VI, Landlord shall provide Tenant with a copy of the proposed coverages and any sublimits and premiums and Tenant shall be afforded the opportunity to obtain alternative quotes. Any insurance policies required by this Article VI and subject to reimbursement by Tenant must be mutually agreed upon in writing by Tenant (acting by and through its Director of Risk Management) and Landlord prior to purchase of the applicable policies. Landlord shall pay the premiums of the insurance policies purchased by Landlord under Article VI. Landlord shall, within thirty (30) days after paying all the insurance premiums, provide Tenant with an invoice specifying the amount of the insurance premiums paid by Landlord. The invoice provided by Landlord shall have supporting documentation detailing and evidencing the exact amount paid by Landlord. Tenant shall, within ninety (90) days after receiving such invoice, reimburse Landlord for the full amount of the insurance premiums paid by Landlord. Landlord shall be solely responsible for paying any deductibles for any insurance maintained pursuant to Section 6.02(a). Tenant shall be responsible for paying any deductibles for the insurance maintained pursuant to Section 6.02(b) or Section 6.03.

Section 6.06 Waiver of Subrogation Rights. Notwithstanding anything to the contrary contained in this Lease, each of the Parties hereby waives on behalf of itself and its insurers (none of which shall ever be assigned any such claim or be entitled thereto due to subrogation or otherwise) any and all rights of recovery, claim, action, or cause of action, against the other Party, its agents, officers, or employees, for any loss or damage that may occur to the Property, or any improvements thereto, or any personal property of such Party therein, by reason of fire, the elements, or any other causes that are actually insured against.

Section 6.07 Tenant's Property Storage. All property of Tenant kept or stored on the Property shall be so kept or stored at the sole risk of Tenant and Landlord shall not be held liable for damage to the same, unless such damage shall be caused by (i) Landlord's failure to comply with any of its Lease obligations, or the (ii) negligence or willful misconduct of Landlord or Landlord's agent(s).

ARTICLE VII. MAINTENANCE, REPAIRS, WASTE

Section 7.01 Landlord's Maintenance and Repair Obligations. Landlord shall be solely responsible (at its sole cost and expense) for keeping and maintaining the entirety of the Property and Equipment in a clean, safe, good, orderly, and proper operating condition, and for making all the necessary repairs and replacements thereto. Landlord shall commence any repairs or replacements within twenty-four (24) hours after the earlier of (i) the date in which Landlord becomes aware that the repair or replacement is needed or (ii) the date in which Landlord receives written or verbal notice of such needed repair or replacement from the Tenant. Landlord shall use diligent efforts to complete any necessary repairs or replacements as soon as possible. If Landlord fails, within a reasonable time after commencing any repairs or replacements, to complete such repairs or replacements, or if the Tenant determines that such repairs or replacements are "urgently needed," Tenant may, at its option and upon written notice to Landlord, perform such repairs or replacements and deduct the resulting expenses from its future rental payment(s) after providing Landlord with an invoice detailing the repairs or replacements made and the expenses incurred. The Tenant may determine that a repair or replacement is "urgently needed" if such repair or replacement is necessary to (i) protect the health and safety of employees, agents, contractors, licensees, invitees, or guests of Tenant (or any subtenant), (ii) prevent damage or harm to the Property or any property owned by the Tenant (or any subtenant), or (iii) prevent any material impact on the operations being conducted by Tenant (or any subtenant) on the Property.

Section 7.02 Standard for Repairs. The necessity for and adequacy of repairs to the Property or Equipment made or required to be made pursuant to this Article VII shall be measured by the standard that is appropriate for buildings, properties, and equipment of similar construction and class.

Section 7.03 No Waste or Damage. Tenant shall not commit waste, damage, disfigurement, or injury to the Property or Equipment, or any part thereof. Notwithstanding Section 7.01 above, Landlord shall not be responsible for making any repairs or replacements resulting from the Tenant's (or Tenant's or any subtenant's employees, agents, contractors, licensees, invitees, or guests) negligence or willful misconduct.

ARTICLE VIII. COMPLIANCE WITH LAW, ORDINANCES

Section 8.01 Compliance with Law. Tenant shall comply with all present and future laws, ordinances, orders, rules, regulations, and requirements that are applicable to the Property.

Section 8.02 Contest. Tenant shall have the right to contest by appropriate legal proceedings, diligently conducted in good faith, in the name of Tenant or Landlord or both, at no expense to Landlord, the validity or application of any law, ordinance, order, rule, regulation, or requirement of the nature referred to in this Article VIII, subject to the following:

(a) If by the terms of any such law, ordinance, order, rule, regulation, or requirement, compliance therewith pending the prosecution of any such proceeding may legally be delayed without the inurrence of any lien, charge, or liability of any kind against the Property or any part thereof and without subjecting Tenant or Landlord to any liability, civil or criminal, for failure to comply therewith, Tenant may delay compliance therewith until the final determination of such proceeding.

(b) If any lien, charge, or civil liability would be incurred by reason of any such delay, Tenant nevertheless may contest and delay as aforesaid, provided that such delay would not subject Landlord to criminal or civil liability.

(c) Landlord will promptly execute and deliver any appropriate papers that may be necessary or proper to permit Tenant to contest the validity or application of any such law, ordinance, order, rule, regulation, or requirement, provided Landlord shall incur no liability or expense in connection therewith.

ARTICLE IX. DAMAGE OR DESTRUCTION (CASUALTY)

Section 9.01 Casualty Notice and Repair. If a fire, casualty, or other cause beyond the reasonable control of the Parties damages the Property, or any part thereof (a "Casualty"), Landlord shall, at its sole cost and expense, repair the Property to its original condition or better. In the event of a Casualty, Tenant shall promptly provide Landlord with written notice of such Casualty. Landlord shall use reasonable diligence to commence repairing the Property (if possible) within seventy-two (72) hours after the earlier of (i) the date in which Landlord becomes aware of the Casualty or (ii) the date in which Landlord receives the written notice referenced in the previous sentence. Landlord shall use diligent efforts to complete any necessary repairs or replacements as soon as possible. Landlord shall hire a neutral third-party contractor approved by the Parties that shall provide Tenant with written notice specifying the estimated amount of time that will be reasonably needed to repair or reconstruct the Property.

Section 9.02 Base Rent and Termination After Casualty. If a Casualty renders a portion of the Property unusable or untenantable or materially affects or impacts the Tenant's (or any subtenant) ability to conduct its operations on the Property or impacts, restricts, or limits Tenant's (or any subtenant) ability to access the Property, all payments required from Tenant under this Lease (including Base Rent) shall cease until the Property is repaired in accordance with Section 9.01 (provided that if Tenant or any subtenant continues to use the unaffected portion of the Property, then such payments shall continue in proportion to

the unaffected portion of the Property still being used by Tenant or any subtenant). If a Casualty destroys the Property, or causes damage that requires substantial rebuilding (as defined below), Base Rent shall be paid up to the time of the Casualty and either Party can elect to terminate the Lease upon written notice to the other Party. If this Lease is terminated pursuant to this Section 9.02, the Parties shall have no further responsibilities or obligations under this Lease except for any responsibilities and obligations that accrued prior to the termination of this Lease. The term "substantial rebuilding" means that the repairs required for the Property as a result of the Casualty cannot be completed within one hundred eighty (180) days after commencement of such repairs as set forth in the written notice provided by the neutral third-party contractor pursuant to Section 9.01 above. Notwithstanding anything contained herein to the contrary, if the repairs required for the Property as a result of the Casualty are not completed within one hundred and eighty (180) days after commencement of such repairs, either Party shall be entitled to terminate this Lease immediately by providing written notice to the other Party.

ARTICLE X. LIENS

Section 10.01 Lien Protection. The interest of Landlord in the Property shall not be subject to a construction lien pursuant to Chapter 713, Florida Statutes, or any other kind of lien (equitable or otherwise), arising out of any improvements made by Tenant, or on behalf of Tenant by any person or entity other than Landlord. This Section 10.01 is intended to invoke the protections provided to landlords pursuant to Section 713.10(2), Florida Statutes. Tenant shall include notice of this Section 10.01 in all contracts with all persons providing goods or services related to any work, improvements, supplies, or materials to the Property, or otherwise provide written notice thereof before any goods or services are provided to the Property.

ARTICLE XI. ENTRY ON PROPERTY BY LANDLORD

Section 11.01 Entry by Landlord for Inspection and Repairs. Tenant shall permit Landlord and its authorized representatives to enter the Property at reasonable times upon reasonable notice. "Reasonable notice" as used herein means at least 48 hours' advance notice, except in the case of emergency in which case "reasonable notice" means at least 24 hours' advance notice.

Section 11.02 Work by Landlord. Subject to written approval from Tenant, which written approval may not be unreasonably withheld or delayed, Landlord may, during the progress of any work at the Property performed or caused to be performed by Landlord, keep and store in areas of the Property designated by Tenant, any necessary materials, tools, supplies, and equipment. In making any such repairs or doing any such work, Landlord shall proceed with a minimum of inconvenience to Tenant and its subtenants and shall not disturb or infringe upon Tenant's (or its subtenants) use and occupancy of the Property.

Section 11.03 Entry by Landlord for Showing Property. Landlord shall, upon reasonable notice as defined in Section 11.01, have the right to enter the Property during usual business hours for the purpose of showing the same to prospective purchasers, and, during the last year of the Term, for the purpose of showing the same to prospective tenants. Landlord shall have the right during the last six (6) months of the Initial Term (to the extent Tenant has not exercised its option for a Renewal Term) and during the last six (6) months of any Renewal Term, or upon Tenant's notice of its intention to terminate this Lease, to place "For Let" or "For Sale" signs at the entrance to the Property. Notwithstanding anything contained herein to the contrary, Landlord must ensure that any showing of the Property as described in this Section 11.03 does not disturb or infringe upon Tenant's (and its subtenants) use and occupancy of the Property.

ARTICLE XII. ASSIGNMENT OR SUBLETTING

Section 12.01 No Assignment or Subletting Without Consent. Tenant shall not assign or sublet any portion of the Property without obtaining Landlord's approval in writing, which approval shall not be unreasonably withheld or delayed; provided that, except for the Approved Subtenants (as defined in Section 12.02), each prospective subtenant or assignee shall provide Landlord with (i) the name and address of the proposed assignee or subtenant and (ii) the character of the business of the proposed assignee or subtenant. Except as provided in Section 12.02, any assignment or subletting by Tenant without Landlord's prior written consent shall be void.

Section 12.02 Approved Subtenants. Landlord hereby approves and consents to Tenant subleasing the Property or any portion thereof to the entities listed in **Schedule D** ("Approved Subtenants"). In addition, Landlord hereby consents and agrees that Approved Subtenants may, if required by Tenant, perform any or all of Tenant's obligations under this Lease. If the Approved Subtenants perform any of Tenant's obligations under this Lease, Landlord shall accept such performance as if performed by Tenant and Tenant shall no longer be required to perform such obligations.

Section 12.03 Sublease Provisions. Any agreement in which the Tenant leases the Property or a portion thereof to a subtenant shall provide that: (i) the subtenant shall comply with all applicable terms and conditions of this Lease to be performed by Tenant; (ii) the sublease provisions in connection with the Property are expressly subject to all of the terms and conditions of this Lease; and (iii) the sublease will not survive a termination of this Lease (whether voluntary or involuntary). Any assignment of this Lease by Tenant shall contain an assumption by the assignee of all of the terms, covenants, and conditions of this Lease to be performed by Tenant.

Section 12.04 Assignment Provisions. Subject to Section 12.01, if all of Tenant's interests in the Lease are assigned by Tenant, such assignment shall relieve Tenant from any and all liability under this Lease; *provided that* Landlord's consent to any assignment may be based on a reasonable assessment of such assignee's financial condition and ability to assume Tenant's obligations under the Lease, and if the assignment is to a non-governmental entity, such other terms as Landlord may reasonably require. Upon completion of an assignment by Tenant pursuant to this Article XII, Landlord may require the assignee to enter into a lease agreement with Landlord on substantially the same terms as this Lease or as modified by the terms of Landlord's consent. Any assignment of this Lease by Tenant shall contain an assumption by the assignee of all of the terms, covenants, and conditions of this Lease to be performed by Tenant.

Section 12.05 No Further Sublease. Approval of a sublessee shall not relieve Tenant from the obligation to obtain Landlord's written approval for any other prospective sublessee. If Landlord consents to a sublessee, in no event shall any permitted sublessee assign or encumber this Lease or its sublease, or further sublet all or any portion of its sublet space, without Landlord's prior written consent in each instance.

ARTICLE XIII. CONSTRUCTION AND ALTERATIONS BY TENANT

Section 13.01 Tenant Alterations.

(a) Tenant shall not be permitted to make any alterations, installations, additions, or improvements (herein collectively referred to as "Alterations") in or to the Property without Landlord's prior written consent, which consent may not be unreasonably withheld or delayed; provided however, that such consent shall not be required for (i) any nonstructural interior and exterior Alteration, the cost of which is not greater than \$25,000 for any single project, or (ii) the installation or removal of bus or vehicle lifts. For purposes of determining the cost of a single

project, work done in phases or stages shall be considered part of the same project, and a project shall be deemed to include all trades and materials involved in accomplishing a particular result.

(b) With respect to Alterations that do not require Landlord's prior written consent pursuant to Section 13.01(a) above, Tenant shall not make any Alteration that Tenant reasonably believes will adversely and materially affect the HVAC system of the Building or any of the Building's other systems or components.

(c) All Alterations shall be done only by contractors, mechanics, or qualified personnel licensed in the State of Florida, to the extent licensure is required. All Alterations shall be done at Tenant's sole cost and expense.

(d) All Alterations shall be performed strictly in accordance with the following requirements:

(i) For Alterations requiring Landlord's consent, Tenant shall submit to Landlord any applicable plans and specifications covering the Alterations for approval by Landlord, which approval shall not be unreasonably withheld or delayed;

(ii) Tenant shall obtain all required municipal and other governmental permits and authorizations relating to the Alterations to be undertaken. If by reason of the Alterations a new certificate of occupancy for the Building is required, Tenant shall obtain it promptly upon completion and shall furnish a copy thereof to Landlord promptly after its issuance;

(iii) All work done in connection with the Alterations shall be done expeditiously and in a good and workmanlike manner, with first-class materials and in full compliance with the applicable plans and specifications previously approved by Landlord and with the applicable building and zoning laws and with all other applicable laws, ordinances, orders, rules, regulations, and requirements; and

(iv) At all times during the progress of the Alterations, the work may be inspected by representatives of Landlord in accordance with Section 11.01.

(e) Any Alterations made and installed by Tenant in or upon the Building or the Property that are of a permanent nature and that cannot be removed without damage to the Building or Property shall become and be the property of Landlord and shall remain upon and be surrendered with the Property as part thereof at the end of the Term. Notwithstanding anything contained herein to the contrary, any bus or vehicle lift installed in or on the Property by Tenant shall remain the sole property of Tenant and may be removed by Tenant at any time during the Term.

(f) All of Tenant's movable personal property including, without limitation, reasonable partitions and Tenant-owned telephone and movable electronic equipment shall remain the property of Tenant. Tenant may, at its option, remove all or any part of such movable personal property at any time prior to the expiration of the Term. If Tenant decides not to remove any part of such property, Tenant shall notify Landlord in writing not less than six (6) months prior to the expiration of the Term, specifying the items of property it has decided not to remove. If, within ninety (90) days after the receipt of such notice, Landlord requests Tenant to remove any of the said property, Tenant shall, at its sole cost and expense, remove the same prior to the expiration of the Term. As to such property that Landlord does not request Tenant to remove, the same shall be, if left by Tenant, deemed abandoned by Tenant and shall become the property of Landlord.

(g) Tenant shall keep records of Tenant's Alterations and of the cost thereof. Tenant shall, within sixty (60) days after demand by Landlord, furnish to Landlord copies of the records indicating the cost thereof. Landlord shall not request the records referenced in this Section 13.01(g) more than once per calendar year.

ARTICLE XIV. ENVIRONMENTAL

Section 14.01 Landlord warrants and represents that, as of the Commencement Date, to the best of its knowledge, no individual or entity has used, produced, manufactured, stored, disposed of, or discharged any Hazardous Material (as defined below) in, under, or about the Property in violation of applicable laws during the time in which Landlord has owned the Property. Tenant has obtained a Phase I and Phase II Environmental Assessment dated December 9, 2021, copies of which have been provided to Landlord. The Parties hereby covenant that they will not use, produce, manufacture, store, dispose of, or discharge any Hazardous Material in, under, or about the Property (other than the normal and customary petroleum, oil, diesel, or other products used in the operation or maintenance of motor vehicles or backup generators). As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material, or waste, which is or becomes regulated by any governmental authority, including the State of Florida and any division thereof, or the United States government, pursuant to any applicable law. Landlord shall be solely responsible for any required or necessary remediation, clean up, or repairs arising from environmental conditions that existed prior to the Commencement Date.

Section 14.02 Reports and Monitoring. If Tenant's operations at the Property require the ongoing use of Hazardous Materials, then Tenant shall supply Landlord with copies of any reports or any monitoring information regarding such hazardous or toxic substances that are required by applicable environmental laws.

Section 14.03 Registration, Testing, and Maintenance of Tanks. The Parties will comply with all registration and required testing relating to any aboveground tanks (ASTs) at the Property. No underground tanks (USTs) will be installed at the Property without the written consent of Landlord, which written consent may not be unreasonably withheld or delayed. Landlord shall maintain and repair all ASTs and USTs throughout the Term and ensure that the ASTs and USTs are in good condition with no leaks and in compliance with applicable laws during the Term.

Section 14.04 Survival. This Article XIV shall survive the expiration or sooner termination of this Lease.

ARTICLE XV. CONDEMNATION

Section 15.01 Notices of Taking; Substantial Portion. Landlord and Tenant agree to give the other Party copies of all written notices with respect to any proposed condemnation of the Property or any part thereof promptly after receipt thereof from the condemning authority. If during the Term the whole of the Property is lawfully taken by condemnation or other eminent domain proceedings pursuant to any law, general or special, then this Lease shall automatically terminate upon such taking. If a substantial portion of the Property, sufficient in the reasonable judgment of Tenant to render the remaining portion thereof materially unsuitable for continued use or occupancy in the business of Tenant (or its subtenants) then being conducted thereon, shall be taken by condemnation or other eminent domain proceedings, whether on a permanent or temporary basis, Tenant may, in its sole and absolute discretion, terminate this Lease by providing written notice to Landlord of its intent to terminate. If Tenant provides Landlord with notice of its intent to terminate this Lease pursuant to this provision, the Lease shall terminate sixty (60) days after such notice is provided, and Base Rent shall be due up to the effective date of such termination. If this Lease

is terminated pursuant to this Section 15.01, the Parties shall have no further responsibilities or obligations under this Lease except for any responsibilities and obligations that accrued prior to the termination of this Lease.

Section 15.02 Lease Continues. If Tenant chooses not to exercise its option to terminate the Lease pursuant to Section 15.01 in the event that a substantial portion of the Property is taken, this Lease shall continue in full force and effect only as to the remaining portion of the Property with a pro-rata reduction of the Base Rent.

Section 15.03 Award. In the event that an award is provided as a result of a taking of any portion of the Property as described in Section 15.01, Landlord shall be entitled to receive the award for such taking except that Tenant shall be entitled to any portion of the award related to Tenant's inventory, movable trade fixtures, machinery and for moving expenses and business damages and loss of Tenant's beneficial interest under the Lease.

ARTICLE XVI. DEFAULT, REMEDIES

Section 16.01 Events of Default. Each of the following events shall constitute an "Event of Default":

(a) If Tenant fails to make any payment of Base Rent payable under this Lease within thirty (30) days after the same is due and payable.

(b) If Tenant fails to reimburse Landlord for Real Property Taxes as required by Article III within thirty (30) days after the same is due and payable.

(c) If Tenant fails to reimburse Landlord for insurance premiums as required by Article VI within thirty (30) days after the same is due and payable.

(d) If Tenant fails to perform or comply with any of the covenants, agreements, terms, or conditions contained in this Lease other than those referred to in the foregoing subsections (a) through (c) of this Section 16.01 and such failure continues for a period of thirty (30) days after notice thereof from Landlord to Tenant, or, in the case of a default that cannot with due diligence be cured within such period of thirty (30) days, if Tenant fails within such period of thirty (30) days to commence to cure the same and prosecute the curing of such default with due diligence (it being intended that in connection with a default not susceptible of being cured with due diligence within 30 days that the time of Tenant within which to cure the same shall be extended for such period as may be necessary to complete the same with due diligence, but no longer than 90 days).

(e) If Landlord fails to perform or comply with any of the covenants, agreements, terms, or conditions contained in this Lease and such failure continues for a period of thirty (30) days after notice thereof from Tenant to Landlord, or in the case of a default which cannot with due diligence be cured within such period of thirty (30) days, if Landlord fails within such period of thirty (30) days to commence to cure the same and thereafter to prosecute the curing of such default with due diligence (it being intended that in connection with a default not susceptible of being cured with due diligence within 30 days that the time of Landlord within which to cure the same shall be extended for such period as may be necessary to complete the same with due diligence, but no longer than 90 days).

If an Event of Default occurs, the non-defaulting Party at any time thereafter may give written notice to the defaulting Party specifying such Event(s) of Default and stating that this Lease shall expire and terminate

on the date specified in such notice, which shall be at least thirty (30) days after the giving of such notice, and upon the date specified in such notice this Lease, and all rights of defaulting Party under this Lease, shall expire and terminate as fully and completely as if said date were the date herein originally fixed for the expiration of the Term.

Section 16.02 Remedies. If Landlord or Tenant shall terminate this Lease pursuant to the provisions of this Article XVI, then the non-defaulting Party may pursue any and all available remedies against the defaulting party, including obtaining injunctive and declaratory relief, temporary or permanent, or both, against the defaulting Party for any act, conduct, or omission of the defaulting Party, and/or obtaining specific performance of any term, covenant, or condition of this Lease.

Section 16.03 Remedies Not Exclusive. The pursuit by Landlord or Tenant of any particular remedy, whether specified herein or otherwise, shall not preclude that Party from pursuing any other remedy or remedies available to it at law or in equity, all of which shall be deemed to be cumulative.

Section 16.04 Broward County Venue. Any legal action or proceeding arising out of or in any way connected with this Lease shall be instituted in a court (federal or state) located in Broward County, Florida, which shall be the exclusive jurisdiction and venue for litigation concerning this Lease. Landlord and Tenant stipulate and agree to each be subject to the jurisdiction of those courts in any legal action or proceeding regarding this Lease, and each waive any objection they may now or hereafter have to the laying of venue of any action or proceeding regarding this Lease in those courts, including waiving any right to assert a defense based upon inconvenient forum. This provision shall not be construed as a waiver of service of process in any action or proceeding.

Section 16.05 Landlord Liability Limitation. No act or omission of Landlord or its agents shall constitute an actual or constructive eviction of Tenant unless Landlord receives notice of Tenant's claim and fails to cure it within a reasonable time, which in no event shall be less than fifteen (15) days.

ARTICLE XVII. INDEMNIFICATION

Section 17.01 Landlord shall indemnify, hold harmless, and defend County and all of County's current, past, and future officers, agents, servants, and employees (collectively, "County Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of Landlord, its officers, employees, agents, or servants, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). If any Claim is brought against a County Indemnified Party, Landlord shall, upon written notice from County, defend each Indemnified Party against each such Claim by counsel satisfactory to County. The obligations of this section shall survive the expiration or earlier termination of this Agreement. If considered necessary by the Contract Administrator and the County Attorney, any sums due Landlord under this Agreement may be retained by County until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County.

Section 17.02 County shall indemnify, hold harmless, and defend Landlord and all of Landlord's current, past, and future officers, agents, servants, and employees (collectively, "Landlord Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of

County, its officers, employees, agents, or servants, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). If any Claim is brought against a Landlord Indemnified Party, County shall, upon written notice from Landlord, defend each Landlord Indemnified Party against each such Claim by counsel satisfactory to Landlord. The obligations of this section shall survive the expiration or earlier termination of this Agreement.

ARTICLE XVIII. BROKERAGE

Section 18.01 Representations and Warranties. Landlord and Tenant each represent and warrant to the other Party that it has not consulted with any broker or finder in connection with this Lease.

ARTICLE XIX. NOTICES

Section 19.01 Notice. In order for a notice to a Party to be effective under this Lease, notice must be sent via U.S. first-class mail, with a contemporaneous copy via e-mail, to the addresses listed below and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change in accordance with the provisions of this Article XIX.

FOR TENANT:

County Administrator
Governmental Center
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Email: mcepero@broward.org

With a copy to:

Director of Aviation
Aviation Department
320 Terminal Drive, Suite 200
Fort Lauderdale, Florida 33315
Email: mgale@broward.org

FOR LANDLORD:

Mark A. Weber
Passen Enterprises, LLC
401 East Las Olas Blvd., Suite 1260
Fort Lauderdale, FL 33301
mweber@passenenterprises.com

Christopher H. Bartle
Passen Enterprises, LLC
401 East Las Olas Blvd., Suite 1260
Fort Lauderdale, FL 33301
chbartle@icloud.com

ARTICLE XX. SUBORDINATION; LANDLORD'S MORTGAGES

Section 20.01 The Parties covenant and agree that from the Effective Date until the expiration of the Term, Tenant's interest in this Lease and its rights hereunder are and shall be and become subject and subordinate to any mortgage now or hereafter made by Landlord with respect to the Property, and any

refinancing, modification, replacement, extension, or consolidation thereof; *provided that* Tenant and the mortgagee or successor in interest shall enter into a customary and commercially reasonable form of a subordination, nondisturbance, and attornment agreement, which shall be recorded and shall run with the land in favor of Tenant and Landlord's successor-in-interest.

Section 20.02 Notwithstanding anything contained herein to the contrary, Landlord shall not encumber any Tenant property.

ARTICLE XXI. QUIET ENJOYMENT

Section 21.01 Quiet Enjoyment. Landlord covenants and agrees that Tenant, in accordance with the provisions of this Lease, shall lawfully hold, occupy, and enjoy the Property throughout the Term without hindrance, disturbance, or molestation of anyone claiming by, through, or under Landlord.

ARTICLE XXII. END OF TERM

Section 22.01 Surrender. Tenant shall surrender the Property (and all keys for the Property) to Landlord at the expiration or earlier termination of this Lease in a condition reasonably similar to the condition that the Property was in on the Commencement Date, except for reasonable wear and tear and any damage by Casualty or failure by Landlord to maintain or repair the Property as required in this Lease. Unless Landlord shall have consented in writing to Tenant's holding over, Tenant shall be liable to Landlord for all damages that Landlord may suffer by reason of any holding over by Tenant. If Tenant does hold over following the expiration or earlier termination of this Lease without Landlord's express or implied consent, the Base Rent payable during such holding over shall be as follows: (i) for the first month, one hundred twenty-five percent (125%) of the Base Rent in effect immediately preceding such holding over, (ii) for the next two months, one hundred fifty percent (150%) of the Base Rent in effect immediately preceding such holding over, and (iii) each month thereafter, two hundred percent (200%) of the Base Rent in effect immediately preceding such holding over. No holding over by Tenant or payments of money by Tenant to Landlord after the expiration of the Term shall be construed to extend the Term of this Lease or prevent Landlord from immediate recovery of possession of the Property.

ARTICLE XXIII. CERTIFICATES BY TENANT AND LANDLORD

Section 23.01 Estoppel. If requested by Landlord, Tenant shall (acting by and through Fort Lauderdale-Hollywood International Airport's Chief Operating Officer or his or her designee), on not less than thirty (30) business days' prior notice, execute and deliver to Landlord an estoppel certificate in a form generally consistent with the requirements of institutional lenders and certified to Landlord and any mortgagee or prospective mortgagee or purchaser of the Property.

Section 23.02 Assignment or Sublease. If requested by Tenant, Landlord shall, on not less than thirty (30) days' written notice, execute and deliver to Tenant an estoppel certificate certifying (i) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect and stating the modifications), (ii) the date through which Base Rent has been paid, (iii) whether or not, to the best knowledge of Landlord, Tenant is in default under this Lease, and, if so, specifying each such default of which Landlord has knowledge, and (iv) any other information that Tenant or a prospective assignee or sublessee may reasonably request.

ARTICLE XXIV. CUMULATIVE REMEDIES - NO WAIVER

Section 24.01 Cumulative Remedies. The remedies provided in this Lease, presently or hereafter existing at law or in equity, shall be cumulative and concurrent. No single or partial exercise by Landlord or Tenant of any remedy shall preclude any other or further exercise of that remedy or of any other remedy. The failure of Landlord or Tenant to insist in any one or more cases upon the strict performance of any of the covenants of this Lease, or to exercise any option herein contained, shall not be construed as a waiver or relinquishment for the future of such covenant or option. Receipt by Landlord of payment of Base Rent with knowledge of the breach of any covenant or agreement hereof shall not be deemed a waiver of such breach, and no waiver, change, modification, or discharge by either Party of this Lease or any provision of this Lease shall be deemed to have been made or shall be effective unless expressed in writing and signed by the Party granting the waiver, change, modification, or discharge.

ARTICLE XXV. INVALIDITY OF PARTICULAR PROVISIONS

Section 25.01 Severability. If any part of this Lease is found to be invalid by a court of competent jurisdiction, that part shall be severed from this Lease and the balance of this Lease shall remain in full force and effect unless severance of the portion found to be unenforceable materially frustrates the purposes of this Lease, in which case Landlord or Tenant may elect to terminate this Lease. Any election to terminate this Lease pursuant to this Section 25.01 must be made within ten (10) days after the court's finding becomes final and unappealable.

ARTICLE XXVI. MISCELLANEOUS

Section 26.01 Captions; Headings; Interpretations. The titles and headings contained in this Lease are for reference purposes only and shall not in any way affect the meaning or interpretation of this Lease. The use of the term "including" shall be construed as meaning "including without limitation."

Section 26.02 Pronouns. All pronouns or any variation thereof shall be deemed to refer to any gender, singular or plural, as the identity of the person or persons may require.

Section 26.03 Counterparts. This Lease may be executed in any number of counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

Section 26.04 Sovereign Immunity. Except to the extent sovereign immunity may be deemed to be waived by entering into this Lease, nothing herein is intended to serve as a waiver of sovereign immunity by Tenant nor shall anything included herein be construed as consent by Tenant to be sued by third parties in any matter arising out of this Lease.

Section 26.05 Third-Party Beneficiaries. Neither Landlord nor Tenant intends to directly or substantially benefit a third party by this Lease. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Lease and that no third party shall be entitled to assert a right or claim against either of them based upon this Lease.

Section 26.06 Discriminatory Vendor and Scrutinized Companies List. Landlord represents that it has not been placed on the "discriminatory vendor list" as provided in Section 287.134, Florida Statutes, and that it is not a "scrutinized company" pursuant to Sections 215.473 or 215.4725, Florida Statutes. Landlord represents and certifies that it is not, and for the duration of the Term will not be, ineligible to contract with Tenant on any of the grounds stated in Section 287.135, Florida Statutes. Landlord represents that it is, and for the duration of the Term will remain, in compliance with Section 286.101, Florida Statutes.

Section 26.07 Attorneys' Fees. Each Party shall bear its own attorneys' fees in connection with the preparation, execution, and delivery of this Lease and in connection with any litigation, dispute, or other proceeding arising under or relating to this Lease.

Section 26.08 Public Entity Crimes Act. Landlord represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes ("Act"), and represents that its entry into this Lease will not violate that Act. Landlord further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Landlord has been placed on the convicted vendor list.

Section 26.09 Use of County Logo. Landlord shall not use Tenant's name, logo, or otherwise refer to this Lease in marketing or publicity materials without prior written consent from Tenant.

Section 26.10 Required Amendment. In the event that the United States Government or any of its departments or agencies require modifications or changes in this Lease as a condition precedent to the granting of funds for the improvement of the Fort Lauderdale-Hollywood International Airport or otherwise, Landlord shall consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of this Lease as may be reasonably required (collectively, a "Required Amendment"). Notwithstanding the foregoing, if any such Required Amendment would unreasonably interfere with the business operations of Landlord, then Landlord may refuse to consent to such Required Amendment, but Landlord must give immediate notice to Tenant of any such refusal to consent and such notice must state with specificity the reasons for any such refusal. Upon the refusal of Landlord to consent to any such Required Amendment, Tenant shall have the right to immediately terminate this Lease by written notice to Landlord and, upon provision of such notice, Tenant shall be released and relieved of all liability under this Lease.

Section 26.11 No Partnership. Nothing contained in this Lease shall create a partnership or joint venture between Landlord and Tenant.

Section 26.12 Waiver of Jury Trial. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A DEMAND FOR A JURY TRIAL AFTER WRITTEN NOTICE BY THE OTHER PARTY, THE PARTY MAKING THE DEMAND FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY TO CONTEST THE DEMAND FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

Section 26.13 Representation by Counsel. The Parties each acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein, and that the preparation of this Lease has been their joint effort. The Lease expresses the Parties' mutual intent, and it shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

Section 26.14 Governing Law. This Lease shall be governed exclusively by the provisions hereof and by the laws of the State of Florida.

Section 26.15 Further Assurances. Landlord and Tenant agree to execute and deliver such additional documents or instruments, or other assurances as may be reasonably necessary to effectuate the intent and purposes hereof.

Section 26.16 Binding Effect. The covenants and agreements herein contained shall, subject to the provisions of this Lease, bind and inure to the benefit of Landlord and Tenant and their respective successors and permitted assigns.

Section 26.17 Time of the Essence. Subject to any applicable grace periods provided herein, time shall be of the essence with respect to all obligations set forth in this Lease.

Section 26.18 Tenant's Representations. Tenant represents and warrants to Landlord as follows:

- (a) Tenant has full power to execute, deliver, and perform its obligations under this Lease.
- (b) The individual executing this Lease on behalf of Tenant has full authority to do so.

Section 26.19 Landlord's Representations. Landlord represents and warrants to Tenant as follows:

- (a) Landlord has full power and authority to conduct its business as presently conducted and to enter into (and to perform its obligations under) this Lease.
- (b) The individual executing this Lease on behalf of Landlord has full authority to do so.
- (c) The execution, delivery, and performance of this Lease will not conflict with, be inconsistent with, or result in any breach or default of any of the terms, covenants, conditions, or provisions of any current or future indenture, mortgage, bank loan, credit agreement, deed of trust, instrument, document, land use document, agreement, or contract of any kind or nature to which Landlord is or will be a party or by which Landlord or the Property may be bound.
- (d) No litigation or proceedings (or, to the best of Landlord's knowledge, threatened litigation or proceeding or basis therefor) exists that could (i) affect the validity or enforceability of this Lease, (ii) materially and adversely affect the authority or ability of Landlord to perform its obligations under this Lease, or (iii) have a material and adverse effect on the consolidated financial condition or results of operations of Landlord or on the ability of Landlord to conduct its business as presently conducted or as proposed or contemplated to be conducted.
- (e) As of the Commencement Date, the Property will be zoned to permit the use and operation of the Property for the uses permitted under this Lease.
- (f) As of the Effective Date, there is no contract, document, mortgage, easement, lien, encumbrance, property interest, survey matter, or title matter which prohibits, limits, or restricts the Tenant's ability to use and operate the Property for the permitted uses or adversely affects the rights granted to Tenant in this Lease.
- (g) Landlord shall not, after the Effective Date, grant, consent to, cause, or create any contract, document, mortgage, easement, lien, encumbrance, property interest, survey matter, or title matter which prohibits, limits, or restricts Tenant's ability to use and operate the Property for the permitted uses or adversely affects the rights granted to Tenant in this Lease.
- (h) Landlord is the sole fee simple owner of the Property.

(i) Landlord has no knowledge of any pending or threatened condemnation or similar proceeding affecting the Property or any portion thereof.

(j) As of the Commencement Date, Landlord has no reason to believe that the Property will not be in compliance with all applicable laws, ordinances, regulations, statutes, rules, and restrictions pertaining to and affecting the Property.

(k) Except as required by law or required or contemplated by this Lease, Landlord will not make any change, alteration, or addition to the Property prior to the Commencement Date.

Section 26.20 Recording. Neither Landlord nor Tenant shall record this Lease nor any memorandum hereof. This Lease shall not be deemed to run with the land. Landlord must ensure that any purchaser of the Property during the Term contractually agrees to assume this Lease and to abide by any terms and conditions set forth in this Lease.

Section 26.21 Radon Gas. Radon is a naturally occurring radioactive gas that when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

Section 26.22 The Director of Aviation is authorized to exercise, in his or her sole discretion, any termination rights or renewal options (and to provide any required notices related thereto) set forth in this Lease on the Tenant's behalf.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Lease: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Director of Aviation, authorized to execute same by Board action on the ____ day of _____, 20__, and _____, signing by and through its _____, authorized to execute same.

COUNTY

WITNESSES:

Signature

Print Name of Witness above

Signature

Print Name of Witness above

BROWARD COUNTY, by and through
its Director of Aviation

By _____
Mark E. Gale, A.A.E.
Director of Aviation

____ day of _____, 2022

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Aviation Office
320 Terminal Drive, Suite 200
Fort Lauderdale, Florida 33315
Telephone: (954) 359-6100

By _____
Israel Fajardo (Date)
Assistant County Attorney

By _____
Sharon V. Thorsen (Date)
Senior Assistant County Attorney

LEASE AGREEMENT

WITNESSES:

1600 NE 7th Avenue, LLC

Signature

By: _____
Authorized Signor

Print Name of Witness above

Print Name and Title

____ day of _____, 2020

Signature

ATTEST:

Print Name of Witness above

Corporate Secretary or other person authorized to
attest

(CORPORATE SEAL OR NOTARY)

EXHIBIT A

LEGAL DESCRIPTION

Parcel A of JAMES BOND PLAT, according to the Plat thereof, as recorded in Plat Book 136, at Page 34, of the Public Records of Broward County, Florida.

TOGETHER WITH:

Easement for ingress and egress as set forth in that Order of Taking recorded on November 19, 1984 in Official Records Book 12137, Page 708, of the Public Records of Broward County, Florida.

SCHEDULE A

LIST OF EQUIPMENT

1. Guard House
2. Entry Gate System
3. Above ground gas tank
4. Hose Reels for transmission fluid and oil
5. Air Tank, compressor, piping, and hoses
6. Conference room moveable partition wall
7. Carbon Monoxide exhaust system
8. Tire Racks
9. Oil and Transmission fluid tanks
10. Shop sink
11. Security Cameras

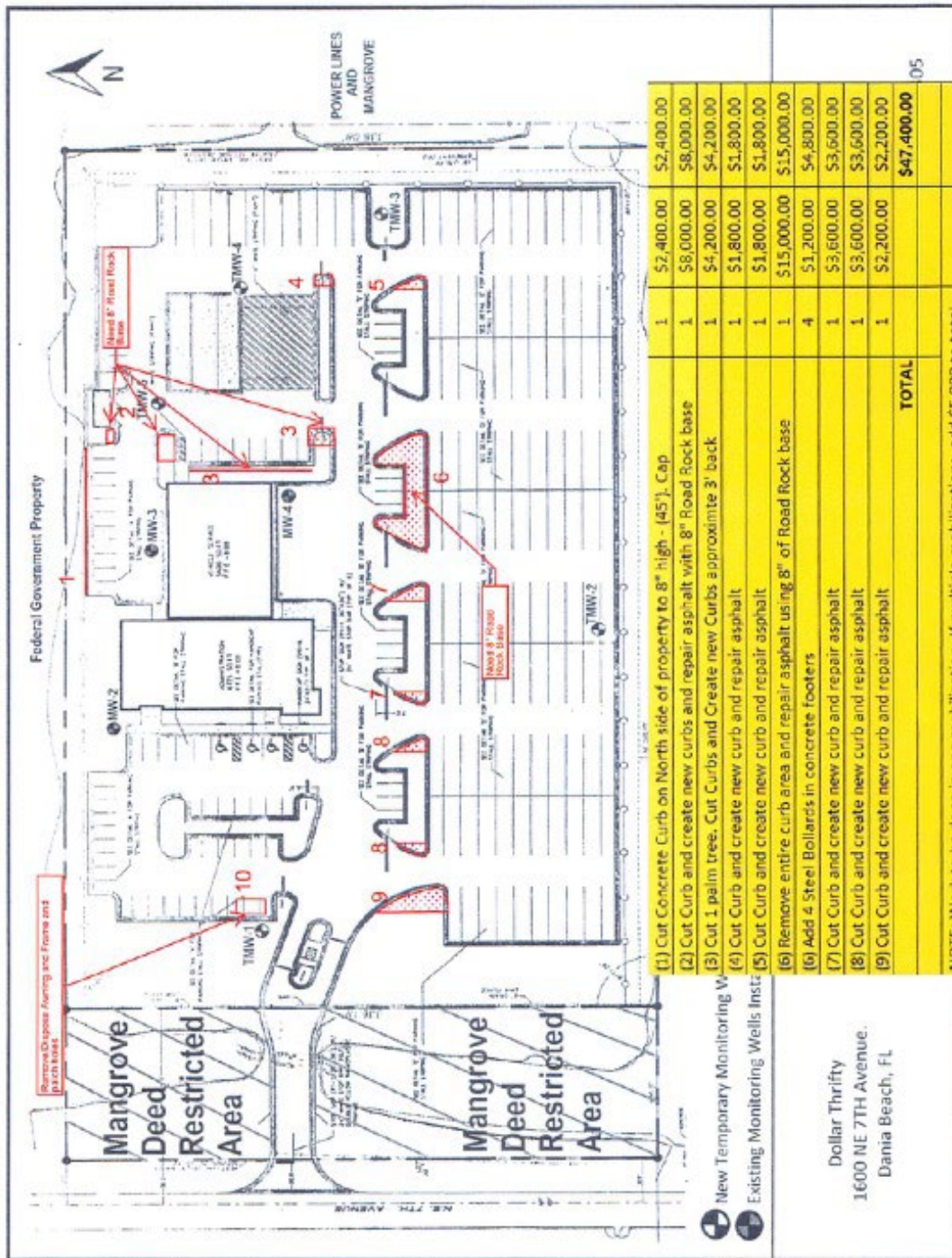
SCHEDULE B
LEASEHOLD IMPROVEMENTS

GENERAL WORK

Fuel System	Bring fuel system up to current code and convert the fuel system to dispense diesel fuel
Lifts	Remove existing vehicle and bus lifts on the Property and store offsite.
Separation Wall	Wall Between Companies – Landlord contractor scope of work shall be agreed to by the Parties.
Flooring	Remove flooring to bare concrete outside of office areas and seal. Inside of the office areas, replace flooring with industrial strength tile
Exterior Lighting	Check and ensure that all outdoor lighting is operational and provides proper illumination
Drainage	Ensure all storm drains are cleared with proper flow
Canvas	Repair all exterior awnings and replace canvas as required
Water & Oil Separator	Flush drainage in shop and wash bays area (water and oil separator)
Extractor System	Ensure proper operation and that system has been inspected and meets current code
Shop Floors	Ensure that the floor sealant has been reapplied and is non-skid
Guard Booth	Restore the guard booth to habitable and operational condition with electrical power
Vegetation	Clean/prune landscaping and trim trees as needed to ensure property is un-obstructed
Ceiling Tiles	Replace all worn, stained, and broken ceiling tiles. Ensure that the ceiling tiles are uniform throughout the interior of the Building and common areas
Paint	Paint all walls with PANTONE P 22-9 U or any other color selected by Tenant
Clean	Clean entire Property to make move-in ready
Electric Sign	Check sign on 7 th Avenue for power and ensure sign is properly illuminated

CURB WORK
(following page)

SCHEDULE C



**SCHEDULE C
BASE RENT**

Lease Year	Monthly Base Rent	Annual Base Rent
1	\$70,500.00	\$846,000.00
2	\$72,615.00	\$871,380.00
3	\$74,793.45	\$897,521.40
4	\$77,037.25	\$924,447.04
5	\$79,348.37	\$952,180.45
6	\$81,728.82	\$980,745.87
7	\$84,180.69	\$1,010,168.24
8	\$86,706.11	\$1,040,473.29
9	\$89,307.29	\$1,071,687.49
10	\$91,986.51	\$1,103,838.11

Option Term (with 3% increase each Lease Year)

Lease Year	Monthly Base Rent	Annual Base Rent
11	\$94,746.11	\$1,136,953.26
12	\$97,588.49	\$1,171,061.86
13	\$100,516.14	\$1,206,193.71
14	\$103,531.63	\$1,242,379.52
15	\$106,637.58	\$1,279,650.91
16	\$109,836.70	\$1,318,040.43
17	\$113,131.80	\$1,357,581.65
18	\$116,525.76	\$1,398,309.10
19	\$120,021.53	\$1,440,258.37
20	\$123,622.18	\$1,483,466.12

SCHEDULE D
LIST OF PERMITTED SUBTENANTS

1. SP Plus Curbside Management Joint Venture
2. Keolis Transit Services, LLC