

**OFFICE LEASE AGREEMENT BETWEEN
AW RIVERBEND, LLC, RMC RIVERBEND, LLC, AND BROWARD COUNTY**

This Office Lease Agreement ("Lease") between AW Riverbend, LLC, a Florida limited liability company ("AW"), whose address is 11780 US Highway 1 Suite 305, North Palm Beach, Florida 33408, RMC Riverbend, LLC, a Delaware limited liability company ("RMC"), whose address is c/o Robert Martin Company, LLC, 100 Clearbrook Road, Elmsford, New York 10523 (AW and RMC, as tenants-in-common, are collectively referred to herein as the "Landlord"), and Broward County, a political subdivision of the State of Florida ("Tenant"), whose address is 115 South Andrews Avenue, Fort Lauderdale, Florida 33301, is entered into and effective as of the date this Lease is fully executed by the Parties ("Effective Date"). Landlord and Tenant are hereinafter referred to collectively as the "Parties," and individually referred to as a "Party."

RECITALS

A. Landlord is the owner of the Property, as more particularly described in Section 2.1 of this Lease.

B. Landlord desires to lease to Tenant, and Tenant desires to lease from Landlord, a portion of the Property in accordance with the terms of this Lease.

LEASE

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated herein by reference.

2. **Description of Property and Premises.**

2.1 **Property.** Landlord is the owner of that certain real property, as more particularly described in **Exhibit A**, identified as folio numbers 5042-05-50-0011 and 5042-05-50-0014, and located at 2307 W. Broward Boulevard, Fort Lauderdale, Florida 33312 ("Property"). The Property contains an office building known as "Riverbend Professional Center," which consists of approximately 68,108 rentable square feet ("Building").

2.2 **Premises.** Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, Suite 300 on the third (3rd) floor of the Building, containing approximately 17,858 rentable square feet, as more particularly described on **Exhibit B** ("Premises").

3. Term.

3.1 Initial Term. The term of this Lease shall commence on the Commencement Date (as defined below) and shall expire sixty-three (63) full calendar months after the Commencement Date ("Initial Term"), unless terminated earlier pursuant to this Lease. The "Commencement Date" shall be the first day of the month following substantial completion of the Leasehold Improvements (as defined in Section 9.1) unless substantial completion occurs on the first day of a month, in which case the Commencement Date will be the date of substantial completion. Landlord shall use diligent efforts to substantially complete the Leasehold Improvements in accordance with the Approved Plans (as defined in Section 9.3), the Work Letter, and the terms of the Lease no later than five (5) months after the issuance of all Permits (as defined in Section 9.3) required for the Leasehold Improvements, subject to force majeure (as described in Section 14.3) and unreasonable delay caused by Tenant. For the purposes of this Lease, the terms "substantial completion" or "substantially complete" shall mean that the City of Fort Lauderdale (i) issued a certificate of occupancy for the Premises with the Leasehold Improvements, and (ii) closed all permits for the Leasehold Improvements.

3.2 Renewal Term. Provided that Tenant is not in default under this Lease, Tenant shall have the option to renew the Lease ("Renewal Option") for one (1) successive period of five (5) years ("Renewal Term") upon the same terms and conditions of this Lease with the exception of the Base Rent, which will be determined at the Prevailing Market Rental Rate as described in Section 4.1. The Renewal Option shall be exercised by Tenant, acting through its Director of Real Property Section, sending written notice to Landlord at least twelve (12) months before the expiration of the Initial Term. The Initial Term, and the Renewal Term (if the Renewal Option is timely exercised), are collectively referred to in this Lease as the "Term."

4. Rent.

4.1 Base Rent. Commencing three (3) full calendar months after the Commencement Date ("Base Rent Commencement Date") and continuing thereafter throughout the remainder of the Term, Tenant shall pay Landlord a base rent amount (the "Base Rent"). The Base Rent for the Initial Term shall be as set forth in **Exhibit C**. The Base Rent for the Renewal Term will be determined at the "Prevailing Market Rental Rate," which shall mean Landlord's good faith determination of the per square foot rental rate for similar space and size in comparable office buildings located in the Fort Lauderdale office submarket. Landlord shall, at least fourteen (14) months before the expiration of the Initial Term, provide Tenant with a written determination of the Prevailing Market Rental Rate.

4.2 Abated Rent. The Base Rent shall be abated for the first three (3) full calendar months after the Commencement Date (the "Abated Rent"). Tenant will, upon the expiration of the Initial Term, be credited with having paid all of the Abated Rent; provided that Tenant has fully, faithfully, and punctually performed all of Tenant's obligations under this Lease, including the payment of all Base Rent (other than the Abated Rent), the Additional Rent, and all other monetary obligations required by this Lease. Tenant acknowledges that its right to receive credit for the Abated Rent is absolutely conditioned upon Tenant's full, faithful, and punctual performance of its obligations under this Lease throughout the Initial Term. If an Event of Default shall occur during the Initial Term, the Abated Rent of Ninety-three Thousand Seven Hundred Fifty-four and 50/100 Dollars (\$93,754.50) shall immediately become due and payable in full, and this Lease shall be enforced as if there were no such abatement of rent or other rent concession.

4.3 Additional Rent. Commencing on the Commencement Date and continuing thereafter throughout the remainder of the Term, Tenant shall pay Landlord all other sums throughout the Term for Tenant's Share of the Total Operating Costs, as defined below (the "Additional Rent").

4.3.1 "Tenant's Share" is defined as the percentage resulting from the stipulated rentable square feet in the Premises (17,858) divided by the total number of rentable square feet in the Building (currently 68,108) and multiplying the resulting quotient by one hundred (100), which amount is currently 26.22%. If the number of rentable square feet in the Building changes, Tenant's Share shall be adjusted in the year that the change occurs, and Tenant's Share for that year shall be determined on the basis of the number of days during such year that each of the original and the adjusted Tenant's Share was in effect.

4.3.2 "Total Operating Costs" shall include (i) all CAM Expenses, as defined in Section 8; (ii) any Real Property Taxes, as defined in Section 16; (iii) the cost of water, sewer, gas, electricity, air-conditioning, heat, ventilation, and other utilities serving the Premises and paid by Landlord, including any related connection charges or deposits (collectively, "Landlord's Utilities"), in accordance with Section 17; (iv) the cost of all insurance purchased by Landlord and enumerated in Section 18 of this Lease, including any deductibles (collectively, "Insurance Premiums"); and (v) all other costs and expenses associated with the Premises and paid by Landlord, including janitorial services and maintenance of heating, ventilating, and air conditioning ("HVAC") ducts and vents.

4.3.3 The estimated Total Operating Costs for calendar year 2019 are \$10.50 per rentable square foot.

4.4 Taxes. Tenant represents and warrants, and Landlord acknowledges, that Tenant is a tax-exempt entity, and Tenant agrees to provide Landlord with written proof of such status, if requested.

4.5 Monthly Rent Payment.

4.5.1 Tenant shall pay Landlord the Base Rent on a monthly basis, in twelve (12) equal payments, in advance and without demand, set off, or deduction ("Monthly Base Rent Payment"). The first Monthly Base Rent Payment shall be due on the first (1st) day following the three (3) month anniversary of the Commencement Date, and thereafter, the Monthly Base Rent Payment shall be due on the first (1st) day of each and every month of the Term.

4.5.2 Tenant shall pay Landlord the Additional Rent monthly on an estimated basis, with a subsequent annual reconciliation in accordance with the procedures outlined in Section 5 ("Monthly Additional Rent Payment"). The first Monthly Additional Rent Payment shall be due on the Commencement Date, and thereafter, the Monthly Additional Rent Payment shall be due on the first (1st) day of each and every month of the Term.

4.5.3 The Monthly Base Rent Payment and the Monthly Additional Rent Payment (collectively referred to herein as "Monthly Rent Payments") shall be made in lawful money of the United States within five (5) business days after the due date to Landlord at c/o AW Property Co., 11780 US Highway One, Suite 305, North Palm Beach, Florida 33408, or at such other place as may be designated in writing by Landlord to Tenant. As used herein, the term "business day" shall mean any day, except for Saturdays, Sundays, or any day that is a legal holiday (as defined in Section 17).

4.6 Interest for Late Monthly Rent Payments. Interest for any late Monthly Rent Payments by Tenant shall be payable in accordance with the Broward County Prompt Payment Ordinance, Section 1-51.6, Broward County Code of Ordinances, as amended from time to time. Interest for any late Monthly Rent Payments by Tenant shall bear interest at the rate set forth in Section 255.073(4), Florida Statutes, as amended from time to time.

5. **Annual Adjustment of Total Operating Costs.**

5.1 **Estimate of Additional Rent.**

5.1.1 On the Effective Date, Landlord shall deliver to Tenant a written estimate of any Additional Rent due as of the Commencement Date for calendar year 2019 ("Base Year"). Tenant will pay Landlord one twelfth (1/12th) of the estimated Additional Rent for the Base Year on a monthly basis.

5.1.2 During the month of December for the Base Year and the month of December for each subsequent calendar year, Landlord shall give Tenant a written estimate of any Additional Rent due for the ensuing calendar year, and for the following calendar year Tenant will pay Landlord one twelfth (1/12th) of the estimated Additional Rent on a monthly basis; however, if the notice is not given in December, Tenant will continue to pay on the basis of the estimate for the prior calendar year until one (1) month after the notice is given.

5.2 **True-up Statement.** Landlord shall deliver to Tenant, within ninety (90) calendar days after the expiration of each calendar year, a written statement showing Tenant's Share of the actual Total Operating Costs incurred during such year ("true-up statement"). The true-up statement must be accompanied with documentation reasonably detailed in order to support the manner in which such costs were determined.

5.3 **Adjustment for Preceding Calendar Year.** If a true-up statement shows that Tenant's Share of the actual Total Operating Costs for the preceding calendar year is greater than the total Monthly Additional Rent Payments made by Tenant for such year, then Tenant shall remit the underpayment to Landlord within sixty (60) calendar days after receiving the true-up statement and the required documentation. If a true-up statement shows that Tenant's Share of the actual Total Operating Costs for the preceding calendar year is less than the total Monthly Additional Rent Payments made by Tenant for such year, then Landlord shall credit to Tenant such difference for Tenant's Additional Rent for the next calendar year (or remit the overpayment to Tenant contemporaneously with the true-up statement if this Lease has expired).

5.4 Notwithstanding anything contrary contained in this Lease, Tenant's Share of Controllable Operating Expenses (as defined below) shall not increase annually by more than five percent (5%) on a calendar year basis, from one calendar year to the next calendar year during the Term. "Controllable Operating Expenses" means all Total Operating Costs other than (i) Real Property Taxes; (ii) Insurance Premiums; (iii) security, if any contracted by Landlord; (iv) Landlord's Utilities; and (v) trash removal.

6. Use of Premises.

6.1 Tenant may use and occupy the Premises for the operation of a general or governmental office or for any lawful purpose consistent with the general operations of Tenant's business ("Permitted Uses"). Tenant shall have access to the Property (including the Building and the Premises) on a twenty-four (24) hours a day, seven (7) days a week, fifty-two (52) weeks a year basis, by a card key access system for which Tenant will receive at least five (5) access cards.

6.2 Tenant covenants that Tenant shall not permit the Premises to be occupied by any person, firm, or corporation other than Tenant and its employees, without Landlord's prior written consent, which shall not be unreasonably withheld, conditioned, or delayed. Nothing in this Section 6.2 shall require Tenant to obtain Landlord's consent for an assignment or sublease made pursuant to Section 21.2.

6.3 Tenant further covenants that Tenant shall not (i) commit any waste, nuisance, or hazardous trade or occupation on, in, or upon the Premises; (ii) take any action, or keep anything in or about the Premises, that will increase the risk of any hazard, fire, or catastrophe; (iii) damage the Premises; and (iv) use or occupy the Premises in any manner that will violate any laws or regulations of any governmental authority, the use restrictions described in **Exhibit D**, and the rules and regulations for the Property as set forth in **Exhibit E**.

6.4 Tenant may place any personal property on the Premises as long as such personal property is not detectable from outside the Premises ("Tenant's Personal Property"). Prior to the expiration or termination of this Lease ("Removal Deadline"), Tenant shall, at its sole cost and expense, remove all Tenant Property (as defined in Section 12) from the Premises; provided, however, that Tenant shall repair all damage caused by such removal. Any Tenant Property that has not been removed from the Premises by the Removal Deadline shall be deemed abandoned by Tenant and shall become the property of Landlord without further liability to Tenant.

6.5 On the last day of the Term, or on the termination date of the Lease, Tenant shall peaceably surrender and deliver the Premises to Landlord, broom clean, in the same condition as received, excluding ordinary wear and tear and damage that Landlord is obligated to repair under this Lease. Tenant shall leave the electrical distribution systems, plumbing systems, lighting fixtures, HVAC (heating, ventilating, and air-conditioning) ducts and vents, window treatments, wall coverings, carpets and other floor coverings, doors and door hardware, millwork, ceilings, and Leasehold Improvements at the Premises and in good condition, ordinary wear and tear excepted.

6.6 Signs. Tenant shall be solely responsible for the costs and expenses to construct, install, maintain, repair, replace, or modify the following signs described below in this Section 6.6 (collectively, the "Tenant's Signs"):

6.6.1 Tenant will have the right to place signage upon the exterior of the Premises in an area adjacent to the principal entrance of the Premises. Such exterior signage shall meet the Landlord's signage standards for all other tenants of the Building.

6.6.2 Tenant may, with Landlord's prior written consent (which consent shall not be unreasonably withheld, delayed, or conditioned), place monument signage upon the Property; provided that the monument signage complies with all applicable codes.

6.7 Directory. If the Building has a directory for the tenants of the Building, then Landlord will give Tenant one line on such directory. Such line shall state, "Broward County Building Code Services," include Tenant's suite number (if applicable), and be consistent with the standard size, style, and font of the directory signs for the other tenants of the Building.

6.8 Auctions. Tenant shall not conduct, nor permit to be conducted, any auctions or sheriff's sales at the Building.

6.9 Rules and Regulations. Tenant's Permitted Uses are subject to Landlord's reasonable and nondiscriminatory rules and regulations for the Property, which Landlord may adopt from time to time. The current rules and regulations for the Property is attached to this Lease as **Exhibit E**.

7. Access, Common Areas, Parking.

7.1 Landlord hereby grants Tenant, its employees, agents, patrons, invitees, licensees, contractors, visitors, and guests a nonexclusive license in, on, over, under, across, and through the Property for ingress and egress, dumpster and other service uses, and maintenance and repair of the Premises ("Access License"). The Access License shall terminate upon the expiration or termination of this Lease.

7.2 Common Areas.

7.2.1 Landlord hereby grants Tenant, its employees, agents, patrons, invitees, licensees, contractors, visitors, and guests a nonexclusive license to use the Common Areas during the Term of this Lease. The term "Common Areas" shall mean all areas and facilities in the Property that are available for the

general nonexclusive use and convenience of Tenant and other tenants of the Property and their respective employees, agents, patrons, invitees, licensees, contractors, visitors, or guests, and may include, without limitation, parking areas, driveways, sidewalks, access roads, terraces, restrooms, trash facilities, landscaped areas, hallways, entryways, walkways, stairs, elevators, loading areas, and water fountains.

7.2.2 Landlord may perform the following activities or changes if they do not materially affect Tenant's use of the Premises or the parking ratio for Tenant's Parking Spaces, which shall remain as described in Section 7.3.1: (i) change the size, location, nature, and use of any Common Area; (ii) convert the Common Areas into leasable areas; (iii) construct additional parking facilities (including parking areas) in the Common Areas; or (iv) increase or decrease Common Area land or facilities.

7.3 Parking Facilities.

7.3.1 Landlord shall provide not less than (i) four (4) unassigned and unreserved parking spaces per one thousand (1,000) rentable square feet of the leased space within the Premises (i.e., approximately seventy-two (72) spaces) throughout the Term; and (ii) three (3) reserved parking spaces throughout the Initial Term (collectively referred to herein as the "Tenant's Parking Spaces"). Tenant's Parking Spaces will be located at the Property, as depicted in Exhibit F, to accommodate Tenant's employees, agents, patrons, invitees, licensees, contractors, visitors, and guests. Tenant shall be entitled to Tenant's Parking Spaces without the payment of any additional rent.

7.3.2 Tenant acknowledges that vehicles on the Property must be parked only in striped parking spaces and not in driveways or other locations not specifically designated for parking.

7.3.3 Landlord shall allow overnight parking for up to seventeen (17) Tenant vehicles ("Overnight Vehicles"). The Overnight Vehicles will have a Broward County logo and will not be vans or trucks. Tenant may hire a private security company to oversee the Overnight Vehicles at night upon providing Landlord written notice identifying such security company.

7.3.4 Landlord shall not be responsible for any damage or theft to vehicles parking at the Property unless such damage is caused by the negligence or willful misconduct of Landlord or Landlord's employees or agents. Further, Landlord shall not be responsible for policing the parking areas after the Building's operating hours, which are the hours from 7:00 A.M. to 2:00 P.M. (Eastern Time) on Monday to Friday.

7.3.5 Landlord may build additional buildings, improvements, or other structures on the Property in accordance with this Lease, provided that the parking ratio for Tenant's Parking Spaces shall remain as described in Section 7.3.1.

8. Common Area Maintenance Expenses.

8.1 Landlord shall maintain the Common Areas and the buildings located on the Property in good order, condition, and repair. Common Area maintenance expenses ("CAM Expenses") include all costs and expenses associated with the following:

8.1.1 operation and maintenance of the Common Areas and buildings located on the Property, including, without limitation, gardening and landscaping; utility, water, and sewage services for the Common Areas; maintenance of signs (other than Tenant's Signs); workers' compensation insurance; personal property taxes; rentals or lease payments paid by Landlord for rented or leased personal property used in the operation or maintenance of the Common Areas; fees for required licenses and permits; routine maintenance and repair of roof membrane, flashings, gutters, downspouts, roof drains, skylights, and waterproofing; maintenance of paving, including sweeping, striping, repairing, resurfacing, and repaving; general maintenance of the Building and the Property, such as exterior window washing, janitorial services, and elevator maintenance; painting; lighting; cleaning; trash removal; security and similar items; a property management fee, not to exceed five percent (5%) of the gross rents of the Property for the calendar year; and fees, costs, and expenses applicable to the entire Building, including the Premises, pursuant to the Master Declaration for Riverbend Corporate Park dated September 19, 2007, and recorded in Official Records Book 44652, Page 276, of the Public Records of Broward County, Florida, as affected by Assignment of Declarant's Rights from Eagle FL I SPE, LLC, a North Carolina limited liability company, in favor of Riverbend Broward, LP, a Delaware limited partnership, as recorded on

March 21, 2014, in Official Records Book 50636, Page 13; and as amended by Amended and Restated Master Declaration for Riverbend Corporate Park, recorded on August 2, 2017, under Instrument No. 114538261, as corrected by First Amendment to Amended and Restated Master Declaration for Riverbend Corporate Park, recorded on September 6, 2017, under Instrument No. 114603055 (the "Declaration"); and

8.1.2 repair and maintenance of the heating, ventilation, air conditioning, plumbing, electrical, utility, and safety systems serving the Common Areas.

8.2 Landlord may cause any or all of the services described in Section 8.1 to be provided by third parties and the cost of such services shall be included in the CAM Expenses. With respect to any CAM Expenses that are included for the benefit of the Premises and other portions of the Property, Landlord shall make a reasonable allocation of such cost between the Premises and such other portions of the Property.

8.3 Notwithstanding anything contrary contained in this Lease, CAM Expenses shall not include the following:

8.3.1 the cost of capital repairs and replacements; provided, however, that the annual depreciation (based on the useful life of the item under generally accepted accounting principles) of the following shall be included in the CAM Expenses each calendar year during the Term: (i) any capital repair or replacement to the Common Areas; and (ii) the heating, ventilating, air-conditioning, plumbing, electrical, utility, and life safety systems serving the Common Areas; and

8.3.2 the cost of capital improvements, provided, however, that the annual depreciation (based on the useful life of the item under generally accepted accounting principles) of any capital improvement that is undertaken to reduce CAM Expenses or to comply with legal requirements shall be included in CAM Expenses each calendar year during the Term.

9. Leasehold Improvements.

9.1 Landlord shall design and construct certain improvements, refurbishment work, and renovations to the Premises for Tenant ("Leasehold Improvements") in accordance with Tenant's work letter, attached as **Exhibit G** ("Work Letter"). Before constructing any Leasehold Improvements on the Premises, Landlord must provide Tenant with: (i) the plans, drawings, and/or

specifications for the Leasehold Improvements that comply with the requirements of the Work Letter ("Space Plans"); and (ii) a proposed schedule for completing the Leasehold Improvements ("Construction Schedule"), which shall provide no more than six (6) months after the issuance of all Permits (as defined in Section 9.3) for Landlord to complete the Leasehold Improvements, subject to force majeure (as described in Section 14.3) or an unreasonable delay caused by Tenant.

9.2 No later than ten (10) business days after receiving the Space Plans and the Construction Schedule ("Plans"), Tenant must give Landlord a written response of Tenant's approval or disapproval of the Plans, which approval shall not be unreasonably withheld or conditioned ("Response to Plans"). If Tenant fails to provide a timely Response to Plans, Tenant shall be deemed to have approved the Plans. If Tenant disapproves of the Plans, the Response to Plans must identify the reasons for the disapproval and explain the steps that Landlord must take to obtain approval of the Plans.

9.3 After Tenant approves the Plans ("Approved Plans"), Landlord shall use diligent and commercially reasonable efforts to complete the Leasehold Improvements as described in the Approved Plans, including that Landlord shall promptly apply for all necessary jurisdictional approvals and permits required for the construction of the Leasehold Improvements ("Permits"). Notwithstanding the preceding provision, Landlord shall not begin the construction or installation of the Leasehold Improvements before the issuance of the Permits and the jurisdictional approval of the Approved Plans.

9.4 Landlord shall give written notice to Tenant following the substantial completion of all Leasehold Improvements in accordance with the Approved Plans, the Work Letter, and the terms of this Agreement ("Notice of Substantial Completion"). Tenant and Landlord shall, no later than seven (7) business days after Tenant receives the Notice of Substantial Completion, jointly inspect the Premises and prepare a punch list identifying all items outstanding to fully complete the Leasehold Improvements in accordance with the Approved Plans ("Punch List"). Such Punch List shall be in the form attached to the Work Letter as "Substantial Completion Inspection – Punch List."

9.5 Landlord shall, within thirty (30) calendar days after receiving the Punch List, complete or correct all items described on the Punch List and shall give written notice to Tenant after completion of all Punch List items in accordance with the Approved Plans, the Work Letter, and the terms of this Agreement ("Notice of Final Completion"). Tenant and Landlord shall, no later than seven (7) business days after receiving the Notice of Final Completion, jointly inspect the Premises and the Leasehold Improvements ("Inspection for Final Completion").

9.6 After the Inspection for Final Completion, Tenant will immediately provide Landlord a signed letter, in the form attached to the Work Letter as "Letter Establishing Final Completion Date," once all of the conditions specified in the

Work Letter and the Punch List are satisfied in Tenant's reasonable discretion. The completed Leasehold Improvements shall become a part of the Premises and be deemed Landlord's property as of the date of the Letter Establishing Final Completion Date. Except for those warranties that cannot be waived under applicable laws, Landlord makes no representations or warranties (express or implied) as to any aspect of the approved Leasehold Improvements.

9.7 Landlord shall, within sixty (60) calendar days after receiving the Letter Establishing Final Completion Date, provide Tenant with prints, which Landlord's architect has revised based on information furnished by Landlord's contractor(s), including, without limitation, redlined prints, CAD files, and other as-built information ("Project Record Documents").

9.8 Landlord shall be obligated to pay up to \$357,160.00 (i.e., \$20.00 per rentable square foot of the Premises) for the costs associated with the completion of the Leasehold Improvements ("Leasehold Improvement Allowance").

9.8.1 If the total cost of the Leasehold Improvements is less than the Leasehold Improvement Allowance, Tenant will not be entitled to offset or otherwise apply the unused portion of the Leasehold Improvement Allowance against any other sum owed to Landlord.

9.8.2 If the total cost of the Leasehold Improvements exceeds the Leasehold Improvement Allowance ("Excess Costs"), Tenant shall reimburse Landlord for the Excess Costs in accordance with Section 9.9. Notwithstanding the preceding provisions, only the following costs and items (collectively, the "Leasehold Improvement Items") can be paid for by the Leasehold Improvement Allowance or can be included in the Reimbursement Amount (as defined in Section 9.9):

- a. All fees and costs for the architect, engineer, project manager, construction manager, general contractor, and other specialists needed to construct the Leasehold Improvements; provided, however, that all the fees and costs for a construction manager, including any fees and costs paid to Landlord for managing the construction of the Leasehold Improvements, shall not exceed five percent (5%) of the total costs of the Leasehold Improvements.
- b. All fees and costs for the preparation of the Approved Plans.

- c. All permitting or licensing fees relating to the construction of the Leasehold Improvements.
- d. All other fees and costs for constructing the Leasehold Improvements in accordance with the Approved Plans, including, without limitation, testing and inspection costs, costs incurred for demolishing and removing existing improvements in the Premises, and costs for designing the Leasehold Improvements.

9.9 Tenant shall reimburse Landlord in an amount equal to the Excess Costs only for the Leasehold Improvement Items that comply with the Approved Plans and the Work Letter ("Reimbursement Amount"). Tenant shall submit to Landlord a lump sum payment for the Reimbursement Amount no later than ten (10) business days after (i) the date of the Letter Establishing Final Completion Date and (ii) the date that Tenant receives a reasonably detailed invoice of the Reimbursement Amount from Landlord. Tenant will not be obligated to reimburse Landlord for any Excess Costs arising from, related to, or in connection with any Leasehold Improvement Items that do not comply with the Approved Plans or the Work Letter, or are not reasonably detailed in an invoice from Landlord.

9.10 Landlord shall not be required or expected to provide any furniture or construct any improvements other than the Leasehold Improvements identified in the Approved Plans.

10. Landlord's Maintenance and Repair Obligations.

10.1 Landlord shall keep and maintain the following in a clean, safe, good, and orderly condition, and make all the necessary repairs thereto: (i) structural elements of the Building; (ii) all sprinkler, mechanical, hot water, plumbing, electrical, and fire/life safety systems of the Building, and the appurtenances thereto; (iii) HVAC serving the Premises and/or the Building; (iv) Common Areas; (v) roof of the Building; (vi) exterior windows of the Building; and (vii) elevators serving the Building.

10.2 Landlord shall also make any repairs required due to water leakage or any other emergency repairs for the Premises. The term "emergency repair" shall include all replacements, renewals, alterations, additions, betterments, and capital expenses necessary to (i) protect the health or safety of the employees, agents, contractors, licensees, invitees, or guests of Tenant; or (ii) prevent risk to the Premises.

10.3 Landlord shall begin any repairs required for the mechanical, electrical, or plumbing systems, or any repairs required under Section 10.2, within twenty-four (24) hours after receiving written notice from Tenant. Landlord shall

use diligent and commercially reasonable efforts for all of the other repair and maintenance obligations described in this Section 10.

10.4 If Landlord fails to meet its repair and maintenance obligations under this Section 10, then Tenant may, at its option, perform such obligations and deduct the resulting expenses from its future rental payment after providing Landlord with a certified invoice detailing the repairs made and the expenses incurred by Tenant.

10.5 Notwithstanding the preceding provisions, Landlord shall not be responsible for the making of repairs necessitated by, or for the repair costs or other damages caused by, the negligence or willful misconduct of Tenant or Tenant's employees or agents. 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.

11. Tenant's Maintenance and Repair Obligations.

11.1 Existing Conditions. Tenant has inspected the Premises and shall accept the Building and the Premises, with the exception of the Leasehold Improvements, in their "as is" condition as of the Effective Date, subject to all recorded matters, laws, ordinances, and governmental regulations and orders. Except as provided herein, Tenant acknowledges that neither Landlord nor Landlord's agent has made any representation as to the condition of the Building or the suitability of the Building for Tenant's intended use. Tenant represents and warrants that Tenant has made its own inspection of and inquiry regarding the condition of the Building and is not relying on any representations of Landlord or Landlord's agent with respect thereto.

11.2 Tenant shall, at its sole cost and expense, keep the interior and fixtures of the Premises in good working order and condition, and make all necessary repairs thereto, except that Tenant is not responsible for any repair or maintenance specifically excluded from Tenant's obligations under Section 11.3. Tenant's repair and maintenance obligations include, without limitation, repairs to: (i) floor coverings; (ii) interior partitions; (iii) doors; (iv) the interior side of demising walls; (v) electronic, fiber, phone, and data cabling, and related equipment that is installed by, or for the exclusive benefit of, Tenant; and (vi) Tenant Property (as defined in Section 12.4). All repairs made by Tenant shall be at least substantially similar in quality and class to the original work or installations, ordinary wear and tear excepted.

11.3 Tenant's obligations to repair and maintain will not extend to the following, unless the need for repair or maintenance is caused by the negligence or willful misconduct of Tenant or Tenant's employees or agents:

- a. any part of the Premises that Landlord is responsible for repairing or maintaining pursuant to Section 10;
- b. damage caused by Landlord in connection with the Premises;
- c. damage caused by any defect in the design, construction, or materials of the Premises;
- d. damage caused, in whole or in part, by the negligence or willful misconduct of Landlord or the employees, agents, contractors, licensees, invitees, or guests of Landlord or of other tenants of the Property;
- e. reasonable wear and tear;
- f. damage due to fire, earthquake, acts of God, the elements, or other casualties to the extent not required to be insured by Tenant;
- g. damage to the interior of the Premises resulting from causes outside the Premises not required to be insured by Tenant;
- h. damage arising from Landlord's failure to comply with the provisions of this Lease; and
- i. capital expenditures to replace appliances and systems that do not exclusively serve the Premises.

11.4 If Tenant fails to meet its repair and maintenance obligations under this Section 11, Landlord may, at its option, perform such obligations and Tenant shall reimburse Landlord within thirty (30) calendar days after receiving a certified invoice detailing the repairs made and the expenses incurred by Landlord.

12. Alterations and Improvements.

12.1 Tenant may, without Landlord's consent, make nonstructural changes, alterations, additions, and improvements to the interior of the Premises ("Personalty") if (i) Tenant deems the Personalty as necessary or expedient for its operations at the Premises, and (ii) such Personalty does not adversely affect the building systems of the Building.

12.2 Tenant may, with Landlord's prior written consent which is subject to Landlord's sole discretion, make exterior or structural changes, alterations, or additions to the Premises ("Improvements"). Notwithstanding, Landlord shall provide a written response within ten (10) business days after receiving Tenant's written request to make any Improvements. If Landlord fails to provide a timely written response to Tenant's request, then Landlord shall be deemed to have withheld its consent to the proposed Improvements.

12.3 All Personalty and Improvements shall (i) be constructed by Tenant in good and workmanlike manner, and at Tenant's sole cost and expense; (ii) comply with all applicable laws, codes, rules, and regulations; (iii) be compatible with the Building and its mechanical, electrical, HVAC, and life-safety systems; (iv) not interfere with the use and occupancy of any other portion of the Property

by any other tenants or their visitors; and (v) not affect the integrity of the structural portions of the Building.

12.4 All Personalty, Improvements, and Tenant's Personal Property shall belong to Tenant unless the Parties agree otherwise in writing ("Tenant Property"). Tenant Property shall be placed, maintained, and operated on the Premises at Tenant's sole risk, cost, and obligation, except for any damage to the Tenant Property that is caused by the negligence or willful misconduct of Landlord or Landlord's employees or agents.

13. **Damage to Premises.** Tenant shall give Landlord, or its agent, prompt written notice of any accident to, or defect in, the roof, outside walls, foundations, sidewalks, interior walls, skylights, floors, windows, ceilings, sprinkler and hot water systems, elevators, heating units, air conditioning units, plumbing and electrical wiring, utilities, or other building components, and the same will be remedied by Landlord with due diligence, subject to the provisions of this Lease dealing with maintenance and repair. If any damage to the Premises is caused by the negligence or willful misconduct of Tenant or Tenant's employees or agents, Tenant shall be responsible for the costs to repair the damage, except as may be covered by insurance. 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.

14. **Fire or Other Casualty.**

14.1 If a fire, casualty, or other cause beyond the reasonable control of the Parties damages the Premises or any part thereof ("Casualty"), Landlord shall, at its sole cost and expense, repair the Premises to its original condition or better. Landlord shall use reasonable efforts to commence repairing the Premises within thirty (30) calendar days after a Casualty occurs. Landlord shall provide Tenant with written notice specifying the estimated amount of time that will be reasonably needed to repair or reconstruct the Premises.

14.2 If a Casualty renders the Premises entirely untenable, all payments of Base Rent and Additional Rent (collectively, "Rent") shall cease until the Premises are repaired in accordance with Section 14.1. If a Casualty destroys the Premises, or nearly destroys the Premises as to require substantial rebuilding, Rent shall be paid up to the time of the Casualty, and either Party can elect to terminate the Lease with no further liability for the Parties. The term "substantial rebuilding" means that the repairs that are required for the Premises as a result of the Casualty cannot be completed within one hundred eighty (180) calendar days after the Casualty occurred or after the issuance of a building permit, if required or needed, for such repairs.

14.3 **Force Majeure.** The performance by Landlord and Tenant of their obligations under this Lease will be excused by delays due to strikes, lockouts, labor trouble, inability to procure labor or materials or reasonable substitutes for

them, failure of power, governmental requirements, restrictions, or laws, fire or other damage, war or civil disorder, or other causes beyond the reasonable control of the delayed Party, but not delays resulting from changes in economic or market conditions, or financial or internal problems of the delayed Party, or problems that can be satisfied by the payment of money. As a condition to the right to claim a delay under this Section 14.3, the delayed Party must (i) notify the other Party of the delay within seven (7) business days after the delay occurs; and (ii) give the other Party a weekly update that describes in reasonable detail the nature and status of the delayed Party's efforts to end the delay.

15. **Environmental.** As of the Effective Date, neither Landlord, nor to the best of Landlord's actual knowledge (without any duty of inquiry) any third party, has used, produced, manufactured, stored, disposed of, or discharged any hazardous wastes or toxic substances in, under, or about the Premises in violation of applicable laws during the time in which Landlord owned the Premises. Landlord covenants that it will not use, produce, manufacture, store, dispose of, or discharge any hazardous wastes or toxic substances in, under, or about the Premises during the Term of this Lease. Landlord shall be liable for any contamination that it causes during the Lease's Term or that predates the Effective Date of this Lease. Tenant agrees that it will not use or employ Landlord's and/or the Building's property, facilities, equipment, or services to handle, transport, store, treat, or dispose of any hazardous waste or hazardous substance, whether or not it was generated or produced on the Premises (other than general cleaning and office supplies used in the ordinary course of business and in compliance with any present or future governmental or quasi-governmental laws, regulations, or orders (collectively, "Legal Requirements")); and Tenant further agrees that any activity on or relating to the Premises shall be conducted in full compliance with all applicable Legal Requirements.

16. **Real Property Taxes.**

16.1 During the Term, Tenant shall pay Landlord for Tenant's Share of the Real Property Taxes on the Property. If Landlord receives a refund of any Real Property Taxes, Landlord shall give Tenant a refund for Tenant's Share of such refund, less Tenant's Share of Landlord's fees and costs incurred in obtaining the refund. As used herein, the term "Real Property Taxes" shall include (i) 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 or in any portion thereof; and (ii) all costs and fees incurred in connection with seeking reductions in any tax liabilities described in subsection (i) above including, without limitation, any costs incurred by Landlord for compliance, review, and appeal of tax liabilities. Real Property Taxes shall not include income, inheritance, and gift taxes.

16.2 Tenant shall timely pay all taxes assessed against and levied upon any Tenant Property in the Premises or related to Tenant's use of the Premises. If any Tenant Property shall be assessed with Landlord's real or personal property, Tenant shall pay to Landlord the taxes attributable to Tenant Property within ten (10) calendar days after receipt of a written statement from Landlord setting forth the taxes applicable to any Tenant Property.

17. **Utilities and Other Services.**

17.1 Tenant will contract and pay for any and all utilities and other services that exclusively serve the Premises and that are separately metered from the remainder of the Property.

17.2 Landlord will contract and pay for any and all Landlord's Utilities serving the Premises and that are not separately metered from the remainder of the Property. Landlord will provide the following services to the Premises and the Common Areas: HVAC and the maintenance thereof; air-conditioning filter maintenance and filter replacement; trash removal; replacement light bulbs and/or fluorescent tubes, and ballasts for standard overhead fixtures; elevator service; access to and within the Premises and the Property for Tenant and its employees (including availability of restrooms and lighting, if any, in the Premises and the Common Areas); building standard janitorial services; exterior window washing; onsite property management; reasonable amounts of electricity for normal office lighting and desk-type office machines; water in the Premises or in the Common Areas for reasonable and normal drinking and lavatory use, including water fountains on each floor of the Property; protective services or monitoring systems, if any, as Landlord may reasonably impose; and such other services as Landlord reasonably determines are necessary or appropriate for the Property ("Services").

17.3 Landlord's Utilities and Services will be included in the Operating Expenses, and Landlord shall make a reasonable determination of Tenant's Share of the Landlord's Utilities and Services. Tenant shall pay such share to Landlord in accordance with Section 4.2.1.

17.4 **Hours of Service.**

(a) Landlord's Utilities shall be provided twenty-four (24) hours a day, seven (7) days a week.

(b) The Services shall be provided Monday through Friday from 7:00 A.M. to 6:00 P.M., except (i) elevator service, access to and within the Premises and the Property (including availability of restrooms and lighting in the Premises and the Common Areas), water and water fountains, and monitoring system(s) (if any), which shall be provided twenty-four (24) hours per day, seven (7) days per week; and (ii) HVAC serving the Premises and the

Common Areas, which shall be provided during Operating Hours (as defined below).

- (c) The term "Operating Hours" shall mean Monday through Friday from 7:00 A.M. to 6:00 P.M. and Saturday from 8:00 A.M. to 1:00 P.M., except for any day that is a legal holiday recognized by the government offices of Broward County, Florida. As used herein, the term "legal holiday" shall include, but shall not be limited to, New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and the day after, and Christmas Day.
- (d) Landlord shall, upon receiving a written request from Tenant at least one (1) business day in advance, provide HVAC for the Premises and the Common Areas after Operating Hours at Tenant's cost ("After-Hours HVAC"). The Parties agree that the After-Hours HVAC for the first calendar year of the Initial Term is estimated to cost Tenant approximately forty dollars (\$40) per hour.
- (e) Notwithstanding the above, Landlord will also provide Tenant with HVAC until 9:00 P.M. on every second (2nd) Thursday of each and every month of the Term, unless said Thursday is a legal holiday or needs to be rescheduled for any reason, in which event Landlord and Tenant will reschedule the HVAC service to the new set date.

17.5 Interruptions. Landlord shall not be liable for damages, consequential or otherwise, nor shall there be any rent abatement arising out of any curtailment or interruption in utility services, unless due to Landlord's failure to pay.

18. Insurance.

18.1 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 with regard to its obligations under this Lease in accordance with the provisions of Section 768.28, Florida Statutes. Tenant's Workers' Compensation and Employers Liability program is in compliance 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. Tenant will provide written verification of liability protection in accordance with state law prior to final execution of this Lease. 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.

18.2 For the duration of the Lease, Landlord shall maintain commercial general liability insurance, and all risk insurance (special form or equivalent) covering loss of or damage to the Property in the amount of its replacement value with such endorsements and deductibles as Landlord shall determine from time to time. Landlord shall have the right to obtain flood, earthquake, and such other insurance as Landlord shall determine from time to time or shall be required by any lender holding a security interest in the Property. Landlord shall not obtain or be responsible to obtain insurance for Tenant's fixtures, equipment, or personal property on the Premises, or for any building improvements installed by Tenant, including, without limitation, any Tenant Property. Tenant shall not do or permit anything to be done that shall invalidate any such insurance of Landlord.

18.3 Landlord shall pay the premiums of the insurance policies maintained by Landlord under Section 18.2 (if applicable), and Tenant shall reimburse Landlord for Tenant's Share of such premiums.

18.4 Waiver of Subrogation Rights. Notwithstanding anything to the contrary contained in this Lease, the Parties each 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, its agents, officers, or employees, for any loss or damage that may occur to the Premises, or any improvements thereto, or the Property of which the Premises are a part, or any improvements thereto, or any personal property of such Party therein, by reason of fire, the elements, or any other causes that are, or could or should be insured against under the terms of industry standard property insurance policies, regardless of whether such insurance is actually maintained and regardless of the cause or origin of the damage involved, including negligence of the other Party hereto, its agents, officers, or employees.

19. Landlord's Access.

19.1 Landlord, or Landlord's agents or employees, shall have the right to enter the Premises to (i) show the Premises to prospective buyers, tenants, or investors during the last nine (9) months of the Term, (ii) inspect the Premises to confirm Tenant's compliance with the terms of this Lease, or (iii) make needed repairs to the Premises ("Landlord's Access"). In connection with Landlord's Access, Landlord must provide Tenant with written notice (in accordance with Sections 19.3 and 26) at least forty-eight (48) hours before entering the Premises. Landlord's Access may only be conducted during Operating Hours. Landlord's Access shall be performed in a commercially reasonable and expeditious manner so as not to unreasonably interfere with Tenant's use of the Premises.

19.2 Notwithstanding the foregoing, in the case of an Emergency, Landlord or its agents may immediately enter the Premises after making

reasonable efforts to notify Tenant in accordance with Sections 19.3 and 26. The term "Emergency" shall mean any situation in which there is an immediate threat to the Premises or to the health and safety of any person on the Premises or any other portion of the Property.

19.3 Notwithstanding anything to the contrary contained in this Lease, Tenant designates the following representative to receive the notice required under this Section 19 in order for Landlord to enter the Premises:

ACCESS NOTICE TO TENANT:

Director of Building Code Services Division
2307 W. Broward Blvd., Ste. 300
Fort Lauderdale, Florida 33312
Email: hcruz@broward.org; dlugo@broward.org

20. Estoppel Certificates.

20.1 Upon Landlord's request, Tenant (acting through its Director of Real Property Section) shall execute, acknowledge, and deliver to Landlord a written statement (the "Tenant Estoppel") certifying to Tenant's knowledge: (i) that none of the terms or provisions of this Lease have been changed (or if they have been changed, stating how they have been changed); (ii) that this Lease has not been canceled or terminated, or if it has been canceled or terminated, the date of such occurrence; (iii) the last date of payment of the Monthly Rent Payment and other charges and the time period covered by such payment; (iv) that Landlord is not in default under this Lease (or if Landlord is claimed to be in default, setting forth such default in reasonable detail); and (v) such other information with respect to Tenant or this Lease as Landlord or any prospective purchaser or encumbrancer of the Property may reasonably request. Landlord may deliver any such statement by Tenant to any prospective purchaser or encumbrancer of the Property, and such purchaser or encumbrancer (and their respective successors and assigns) may rely conclusively upon such statement as true and correct. Tenant shall use reasonable efforts to deliver the Tenant Estoppel to Landlord within fifteen (15) days after receipt of Landlord's written request for same, but in no event later than thirty (30) days after receipt of such request.

20.2 Upon Tenant's request, Landlord shall execute, acknowledge, and deliver to Tenant a written statement (the "Landlord Estoppel") certifying to Landlord's knowledge: (i) that none of the terms or provisions of this Lease have been changed (or if they have been changed, stating how they have been changed); (ii) that this Lease has not been canceled or terminated, or if it has been canceled or terminated, the date of such occurrence; (iii) the last date of payment of the Monthly Rent Payment and other charges and the time period covered by such payment; (iv) that Tenant is not in default under this Lease (or if Tenant is claimed to be in default, setting forth such default in reasonable detail); and (v) such other information with respect to Landlord or this Lease as Tenant or any

prospective purchaser or encumbrancer of any Tenant Property may reasonably request. Tenant may deliver any such statement by Landlord to any prospective purchaser or encumbrancer of any Tenant Property, and such purchaser or encumbrancer (and their respective successors and assigns) may rely conclusively upon such statement as true and correct. Landlord shall use reasonable efforts to deliver the Landlord Estoppel to Tenant within fifteen (15) days after receipt of Tenant's written request for same, but in no event later than thirty (30) days after receipt of such request.

21. Assignment or Subletting.

21.1 Tenant may assign or sublet all or portion of the Premises to a nongovernment entity or individual with Landlord's prior written consent, which shall not be unreasonably withheld, conditioned, or delayed. Landlord's consent can be reasonably contingent on the Premises continuing to be used for the purposes permitted herein and the business or occupation of the assignee or sublessee not being extra-hazardous on account of fire, disreputable uses, or illegal uses. If the proposed private assignee or subtenant is not reasonably acceptable to Landlord, Tenant shall not have the right to enter into such assignment or sublease.

21.2 Tenant may, without Landlord's consent, assign or sublet all or a portion of the Premises to a government agency (as defined by State law) or to any legal entity that is a wholly-owned subsidiary, affiliate, or successor to Tenant; provided that (i) such governmental agency or subsidiary, affiliate or successor to Tenant is of the same or better financial condition as Tenant, and (ii) the use of the Premises by such assignee or sublessee does not result in a material increase in the population density at the Premises (e.g. employees per 1,000 square feet) or a material increase in demand for parking.

21.3 If all of Tenant's interests in the Premises are assigned pursuant to this Section 21 and assumed by Tenant's assignee, such assignment shall relieve the Tenant from all liability under this Lease. Notwithstanding the foregoing, Landlord may require the assignee to enter into a lease agreement with Landlord on substantially the same terms as this Lease.

21.4 If Tenant subleases all or a portion of the Premises, Tenant will remain secondarily liable under the Lease in the event the sublessee defaults.

22. Change In Ownership. If Landlord sells any part of the Premises during the Term, Landlord shall immediately, together with the new owners, provide Tenant with written notice identifying the new owners and where future Rent shall be paid. If either Landlord or the new owners fail to notify Tenant, Tenant shall continue to send Monthly Rent Payments to the address where Tenant paid Rent until such notice is received from both Landlord and the new owners. The withholding of such Rent from the new owners, in accordance with this Section 22, shall not be construed as a default under the Lease.

23. Right to Mortgage and Sell.

23.1 Landlord shall give written notice to Tenant at least fifteen (15) calendar days before Landlord encumbers or sells any part of the Premises.

23.2 Landlord shall have the unrestricted right to sell, lease, convey, encumber, or otherwise dispose of (i) the Property or any part thereof, or (ii) any interest of Landlord in this Lease; provided that the Parties and Landlord's mortgagee or successor-in-interest enter into a commercially reasonable form of subordination, non-disturbance, and attornment agreement ("SNDA"), which shall run with the land in favor of Tenant and Landlord's successor-in-interest. In the event that Landlord sells all of its interest in the Premises and Landlord's successor-in-interest agrees to be responsible for Landlord's prior acts, a fully executed SNDA shall release Landlord of all further liability under this Lease.

23.3 This Lease and all rights of Tenant shall be subject and subordinate to any and all mortgages, security agreements, or like instruments resulting from any financing, refinancing, or collateral financing (including renewals or extensions thereof), and to any and all ground leases, made or arranged by Landlord of its interests in all or any part of the Property, from time to time in existence against the Property, whether now existing or hereafter created. In the event of the enforcement by a lender of the remedies provided for by law or by any mortgage now or hereafter encumbering the Property or any portion thereof, Tenant will, upon request of any person succeeding to the interest of Landlord as a result of such enforcement, automatically become the lessee of said successor-in-interest, without change in the terms or other provisions of this Lease; provided, however, that said successor-in-interest shall not be (i) bound by any payment of rent for more than one (1) month in advance; (ii) liable for any security deposit unless said successor-in-interest actually receives such funds; (iii) liable for any act, omission or default of any prior Landlord; (iv) subject to any offsets, claims, or defenses that Tenant may have against any prior Landlord; or (v) bound by any amendment or modification of the Lease made without the consent of lender or ground lessor, provided that such consent was required at the time of the amendment or modification.

23.4 No mortgage or lien shall encumber the Tenant Property on the Premises.

24. Holding Over. Tenant may hold over and remain in possession of the Premises after the expiration of this Lease only with Landlord's approval ("Holdover"), but a Holdover shall not be deemed or construed to be a renewal or extension of this Lease. Any Holdover by Tenant shall create a month-to-month tenancy, subject to all conditions, provisions, and obligations of this Lease in effect on the last day of the Term. Either Party may terminate a Holdover at the end of any month upon providing at least thirty (30) calendar days written notice to the other Party. Tenant may act through its Director of

Real Property Section to provide such notice. During the Holdover period, the Base Rent shall escalate by three percent (3%) per annum over the previous year's Base Rent.

25. Default and Remedies.

25.1 Each of the following shall constitute an "Event of Default" under this Lease:

- i. Tenant fails to pay the Rent or any other sum payable under this Lease when due, and such failure continues for thirty (30) calendar days after Tenant receives notice from Landlord.
- ii. Tenant fails to perform any of Tenant's obligations under this Lease, other than the obligation referenced in Section 25.1(i), and such failure shall continue for thirty (30) calendar days after Tenant receives written notice from Landlord, or such additional time as may be reasonably required if the cure cannot be completed within thirty (30) calendar days but is timely commenced and is diligently prosecuted to completion.
- iii. Landlord fails to perform any of Landlord's obligations under this Lease, and such failure continues for thirty (30) calendar days after Landlord receives written notice from Tenant, or such additional time as may be reasonably required if the cure cannot be completed within thirty (30) calendar days but is timely commenced and is diligently prosecuted to completion.

25.2 If either Tenant or Landlord fails to remedy any Event of Default under this Lease, the nondefaulting Party shall have the right to terminate this Lease and exercise any and all available remedies hereunder, or at law or in equity.

26. **Notices.** For a notice to a Party to be effective under this Lease, notice must be sent by either U.S. first-class mail, hand delivered, or a commercially acceptable overnight mail services (such as USPS, FedEx, or UPS) to the addresses listed below and shall be effective upon mailing, and a contemporaneous copy of the notice must also be sent by electronic mail (email) to the email addresses listed below. 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 Section 26.

NOTICE TO TENANT:

Broward County Administrator
Governmental Center
115 South Andrews Avenue, Room 409
Fort Lauderdale, Florida 33301
Email Address: bhenry@broward.org

With a copy to:
Director of Real Property Section
Governmental Center
115 South Andrews Avenue, Room 501
Fort Lauderdale, Florida 33301
Email Address: pbhogaita@broward.org

NOTICE TO LANDLORD:
AW Riverbend, LLC and RMC Riverbend, LLC
c/o AW Property Co.
11780 US Highway One, Suite 305
North Palm Beach, Florida 33408
Email Address: bwaxman@awproperty.com

With a copy to:
Scott L. McMullen, Esq.
Jones Foster P.A.
4741 Military Trail, Suite 200
Jupiter, Florida 33458
Email Address: smcmullen@jonesfoster.com

27. **Eminent Domain.** If the Premises, Building, or the Property is taken or condemned by a governmental authority or entity having the power of eminent domain, the Parties agree as follows:

27.1 **Total Taking.** The Term of this Lease shall be terminated if the entire Premises, the entire Building, or the entire Property is taken by the exercise of the power of eminent domain or, in the event of a partial taking, the remaining portion of the Premises, the Building, or the Property is in Tenant's reasonable determination rendered unusable for Tenant's use or occupancy as the result of such partial taking. Upon such termination of the Term, the Parties shall be released from their respective obligations under this Lease effective on the date title to the property is transferred to the condemning authority.

27.2 **Partial Taking.** The Term of this Lease shall continue in effect if, in the event of a partial taking, the remaining portion of the Premises, the Building, or the Property remains usable for the Permitted Uses in Tenant's reasonable opinion.

27.3 **Award.** Tenant shall not be entitled to any condemnation award for the Premises, the Building, or the Property.

28. **Jurisdiction, Venue, and Waiver of Jury Trial.** This Lease shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with

this Lease shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Lease must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS LEASE, LANDLORD AND TENANT HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS LEASE. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS LEASE AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION 28, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

29. **Attorneys' Fees.** Each Party shall bear its own attorneys' fees in any litigation or proceeding arising under this Lease, unless otherwise expressly stated in this Lease.

30. **Brokerage.**

30.1 Landlord represents and warrants to Tenant that no real estate brokerage commission is payable to any person or entity in connection with this Lease, except for Cushman & Wakefield ("Real Estate Broker"). Landlord shall be responsible for any compensation payable to the Real Estate Broker, which shall be pursuant to a separate agreement between Landlord and the Real Estate Broker. Landlord also agrees to pay any and all real estate commissions in connection with this Lease for any claim arising from Landlord's agent or broker for commissions, if owing.

30.2 Tenant represents and warrants to Landlord that no real estate brokerage commission is payable to any person or entity in connection with this Lease. Tenant agrees to pay any and all real estate commissions in connection with this Lease for any claim arising from Tenant's agent or broker for commissions, if owing.

31. **Property Not Subject to Construction Liens.** The interest of the Landlord in the Property, the Building, or the Premises 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 31 is intended to invoke the protections provided to landlords pursuant to Section 713.10(2), Florida Statutes. Tenant shall include notice of this Section 31 in all contracts with all persons providing goods or services related to any work, improvements, supplies, or materials to the Premises, or otherwise provide written notice thereof before any goods or services are provided to the Premises.

32. **Third-Party Beneficiaries.** Neither Landlord nor Tenant intends to directly or substantially benefit a third party by this Lease. Therefore, the Parties agree 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.

33. **Compliance with Laws.** Landlord and Tenant shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations when performing their respective duties, responsibilities, and obligations under this Lease.

34. **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.

35. **Discriminatory Vendor and Scrutinized Companies Lists.** Landlord represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes. Landlord further represents that it is not ineligible to contract with Tenant on any of the grounds stated in Section 287.135, Florida Statutes.

36. **Conflicts.** Tenant shall, and may peacefully have, hold, and enjoy the Premises, subject to the other terms of the Lease and provided that Tenant performs all of Tenant's covenants and agreements contained in this Lease.

37. **Materiality and Waiver of Breach.** Landlord and Tenant agree that each requirement, duty, and obligation set forth in this Lease was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Lease is substantial and important to the formation of this Lease, and that each is, therefore, a material term of this Lease. Either Party's failure to enforce any provision of this Lease shall not be deemed a waiver of such provision or a modification of this Lease. A waiver of any breach of a provision of this Lease shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Lease. To be effective, any waiver must be in writing signed by an authorized signatory of the Party.

38. **Severability.** In the event that 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. The election to terminate this Lease pursuant to this Section 38 shall be made within ten (10) calendar days after the court's finding becomes final.

39. **Joint Preparation.** The Parties 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.

40. **Amendments.** No modification, amendment, or alteration of the terms or conditions contained in this Lease shall be effective unless contained in a written document prepared with the same or similar formality as this Lease and executed by duly authorized representatives of Landlord and Tenant.

41. **Independent Contractor.** Each Party is an independent contractor under this Lease, and nothing in this Lease shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing services under this Lease, no Party or its agents shall act as officers, employees, or agents of the other Party. The Parties do not extend to each other any authority of any kind to bind one another in any respect whatsoever.

42. **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 the Broward County Public Health Unit.

43. **Interpretation.** 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. All personal pronouns used in this Lease shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter," refer to this Lease as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Lease, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated.

44. **Prior Agreements.** This Lease represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The Parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Lease that is not contained in this written document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

45. **Priority of Provisions.** If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Lease by reference and a term, statement, requirement, or provision of this Lease, the term, statement, requirement, or provision contained in this Lease shall prevail and be given effect.

46. **Binding Effect.** This Lease shall be binding upon and inure to the benefit of the Parties and their respective heirs, executors, administrators, successors and assigns.

47. **Incorporation by Reference.** The attached Exhibits A, B, C, D, E, F, and G are incorporated into and made a part of this Lease.

48. **Representation of Authority.** Each individual executing this Lease on behalf of a Party hereby represents and warrants that he or she is, on the date he or she signs this Lease, duly authorized by all necessary and appropriate action to execute this Lease on behalf of such Party and does so with full legal authority.

49. **Counterparts and Multiple Originals.** This Lease may be executed in counterparts, each of which will constitute an original document, and all of them, together, will constitute one and the same agreement. It shall not be necessary for every Party to sign each counterpart, but only that each Party shall sign at least one such counterpart. This Agreement may be executed in multiple originals.

50. **Nonliability.** No commissioner, director, officer, agent, owner, partner, or employee of either Party shall be charged personally or held contractually liable under any term or provision of this Lease or of any supplement, modification, or amendment to this Lease or because of any breach thereof, or because of its or their execution or attempted execution.

51. **Declaration.** This Lease is subject and subordinate to the Declaration and to all modifications, renewals, replacements, consolidations and extensions thereof. Tenant agrees not to violate the Declaration. Tenant acknowledges and agrees that the exercise of any rights granted to "Declarant" under the Declaration shall not be deemed a default, eviction, or disturbance of Tenant's use and possession of the Premises or any part thereof, and shall not permit Tenant to abate rent, and shall not relieve Tenant from the performance of Tenant's obligations under this Lease. Notwithstanding the preceding provisions, if the Declaration or the Declarant's exercise of its rights under the Declaration causes the Premises to be rendered unusable for the Permitted Uses, Tenant may terminate this Lease upon providing written notice to Landlord at least thirty (30) calendar days before the date of termination.

[Signatures and Exhibits on the Following Pages]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Lease: BROWARD COUNTY, signing by and through its County Administrator, authorized to execute same by Board action on March 28, 2019 (Agenda Item No. 23), AW RIVERBEND, LLC, signing by and through its Manager duly authorized to execute same, and RMC RIVERBEND, LLC, signing by and through its manager duly authorized to execute same.

TENANT

WITNESSES:

Tamara Brannon
 Signature of Witness 1
 TAMARA BRANNON

Printed/Typed Name of Witness 1

Christina Daly
 Signature of Witness 2
 Christina Daly

Printed/Typed Name of Witness 2

BROWARD COUNTY, by and through its County Administrator

By: *Bertha Henry*
 Bertha Henry
 23rd day of July, 2019

Approved as to form by
 Andrew J. Meyers
 Broward County Attorney
 Governmental Center, Suite 423
 115 South Andrews Avenue
 Fort Lauderdale, Florida 33301
 Telephone: (954) 357-7600
 Telecopier: (954) 357-7641

By: *Irma Qureshi* 7/22/19
 Irma Qureshi (Date)
 Assistant County Attorney

By: *Annika E. Ashton* 7/22/19
 Annika E. Ashton (Date)
 Deputy County Attorney



OFFICE LEASE AGREEMENT BETWEEN AW RIVERBEND, LLC AND RMC RIVERBEND, LLC AND BROWARD COUNTY.

LANDLORD

WITNESSES:

Laurine Shannon

Signature of Witness 1

LAURINE SHANNON

Printed/Typed Name of Witness 1

Gary Stephenson

Signature of Witness 2

GARY STEPHENSON

Printed/Typed Name of Witness 2

AW RIVERBEND, LLC, a Florida limited liability company

By: *Brian K. Waxman*

Brian K. Waxman, Manager

Date: 7-17-19

WITNESSES:

Laurine Shannon

Signature of Witness 1

LAURINE SHANNON

Printed/Typed Name of Witness 1

Gary Stephenson

Signature of Witness 2

GARY STEPHENSON

Printed/Typed Name of Witness 2

RMC RIVERBEND, LLC, a Delaware limited liability company

By: *Brian K. Waxman*

Brian K. Waxman, Manager

Date: 7-17-19

EXHIBIT A

THE PROPERTY

Parcel 1 (Fee Estate):

A portion of Parcel "A", "Riverbend Corporate Park", according to the Plat thereof, as recorded in Plat Book 175, Pages 95 through 97, of the Public Records of Broward County, Florida, being more particularly described as follows:

Commencing at the Northwest corner of said Parcel "A"; thence South 89°59'58" East, a distance of 662.45 feet with the last call being co-incident with the Plat limits of aforesaid Plat of "Riverbend Corporate Park" and the North line of said Parcel "A"; thence South 00°00'02" West, a distance of 623.74 feet to the POINT OF BEGINNING, said point also being on the arc of a circular curve concave to the North and to said Point a radial line bears South 01°13'10" West; thence Easterly along said circular curve having a radius of 573.55 feet, a central angle of 10°34'22", and an arc length of 105.84 feet; thence South 00°00'00" West a distance of 215.65 feet; thence North 90° 00' 00" West, a distance of 105.42 feet; thence North 00°00'00" East, a distance of 208.15 feet to the POINT OF BEGINNING. Said lands situate, lying and being in Broward County, Florida.

Parcel 2 (Easement Estate):

Non-exclusive easement for the use and benefit of the road (Parcel A5) for vehicular and pedestrian ingress and egress, as described in Exhibit D of and subject to the Amended and Restated Master Declaration for Riverbend Corporate Park, under Instrument No. 114558261 of the Public Records of Broward County, Florida.

Parcel 3: (Fee Estate - Spreader Parcel - "A2 ")

A portion of Parcel "A", "Riverbend Corporate Park", according to the Plat thereof, as recorded in Plat Book 175, Pages 95 through 97, of the Public Records of Broward County, Florida, being more particularly described as follows:

BEGINNING (POINT OF BEGINNING A) at the Westerly Southeast corner of said Parcel "A", said point being on the Northerly right-of-way line of West Broward Boulevard (State Road No. 8442); thence on said Northerly right-of-way line also being the Southerly line of said Parcel "A", the following three (3) courses and distances, 1) North 89° 59' 58" West 134.16 feet; 2) North 70°31'19" West 50.98 feet; 3) North 89°59'58" West 264.86 feet to the beginning of a non-tangent circular curve concave Northeasterly from which a non-radial line bears North 42°31'23" East; thence Northwesterly on the arc of said curve to the right, having a radius of 32.78 feet, a central angle of 48°07'18", for an arc distance of 27.53 feet to a point of tangency; thence North 00°00'00" West 81.65 feet; thence North 09°49'48" West 47.18 feet; thence North 00°00'00" West 133.75 feet to a reference point and the beginning of a tangent circular curve concave Southeasterly; thence Northeasterly on the arc of said curve to the right, having a radius of 15.00 feet, a central

angle of $88^{\circ}53'05''$, for an arc distance of 23.27 feet to a point of tangency; thence North $88^{\circ}53'05''$ East 28.28 feet to the beginning of a tangent circular curve concave Northwesterly; thence Easterly on the arc of said curve to the left, having a radius of 692.50 feet, a central angle of $9^{\circ}46'08''$, for an arc distance of 118.07 feet to a point of tangency; thence North $79^{\circ}06'57''$ East 39.63 feet to the beginning of a tangent circular curve concave Southeasterly; thence Easterly on the arc of said curve to the right, having a radius of 375.50 feet, a central angle of $10^{\circ}53'03''$, for an arc distance of 71.33 feet to a point of tangency; thence North $90^{\circ}00'00''$ East 217.01 feet to the beginning of a tangency circular curve concave Southwesterly; thence Easterly on the arc of said curve to the right, having a radius of 22.66 feet, a central angle of $28^{\circ}05'47''$, for an arc distance of 11.11 feet to the intersection with the East line of said Parcel "A" also being the West right-of-way line of NW 22nd Avenue; thence South $00^{\circ}20'32''$ West on said East line and said West right-of-way line 302.53 feet; thence South $45^{\circ}17'26''$ West on the Southeasterly line of said Parcel "A" 56.94 feet to the POINT OF BEGINNING A.

LESS THE FOLLOWING (PARCEL "A1"):

Commencing at the previously mentioned Reference point; thence South $50^{\circ}44'25''$ East 42.31 feet to the POINT OF BEGINNING (POINT OF BEGINNING B) and the beginning of a non-tangent curve concave to the North and to said Point a radial line bears South $01^{\circ}13'10''$ West; thence Easterly along said circular curve having a radius of 573.55 feet, a central angle of $10^{\circ}34'22''$, and an arc length of 105.84 feet; thence South $00^{\circ}00'00''$ West, a distance of 215.65 feet; thence North $90^{\circ}00'00''$ West, a distance of 105.42 feet; thence North $00^{\circ}00'00''$ East, a distance of 208.15 feet to the POINT OF BEGINNING B.

Said Parcel "A2" situate, lying and being in the City of Fort Lauderdale, Broward County, Florida.

EXHIBIT B

THE PREMISES

2307 W. Broward Boulevard, Suite 300, Fort Lauderdale, FL 33312
Approximate 17,858 SF

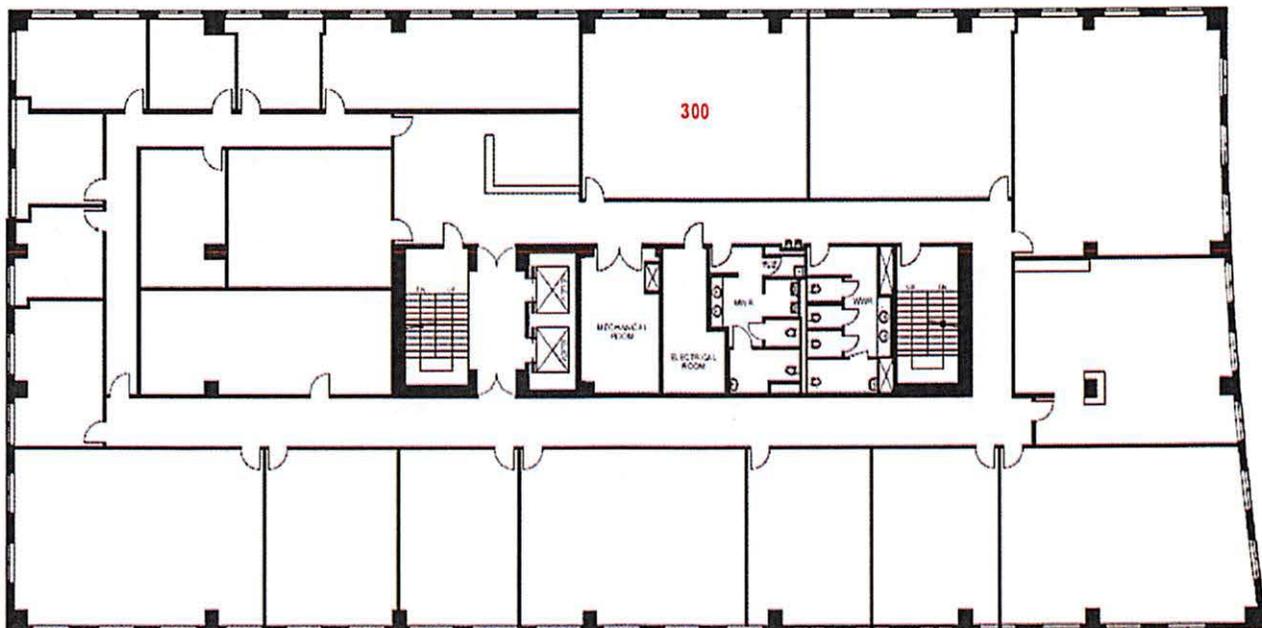


EXHIBIT C
ANNUAL BASE RENT SCHEDULE

<u>INITIAL TERM</u>			
TIME PERIOD AFTER COMMENCEMENT DATE	BASE RENT/PSF	ANNUAL BASE RENT	MONTHLY BASE RENT PAYMENT
Months 4 to 15	\$21.00	\$375,018.00	\$31,251.50
Months 16 to 27	\$21.63	\$386,268.54	\$32,189.05
Months 28 to 39	\$22.28	\$397,876.24	\$33,154.72
Months 40 to 51	\$22.95	\$409,792.29	\$34,149.36
Months 52 to 63	\$23.64	\$422,086.06	\$35,173.84

EXHIBIT D**USE RESTRICTIONS**

Tenant represents, covenants, and warrants that it is not currently engaged, nor has a reasonable expectation that it will, at any time during the Term, be engaged, in any trade or business, either as a principal or as an ancillary business, that is an excluded business under Section 1.45D-1 (d)(5)(iii) of the Federal Income Tax Regulations promulgated under the Internal Revenue Code of 1986, as amended to date (the "Code"), including, without limitation, any one or more of the following: (i) developing or holding intangibles for sale or license; (ii) the operation of any private or commercial golf course, country club, massage parlor, hot tub facility, suntan facility, racetrack or other facility used for gambling, or any store the principal activity of which is the sale of alcoholic beverages for consumption off of the Premises; or (iii) farming, as that term is defined in Section 2032A(e)(5)(A) or (B) of the Code (each a "Tenant Excluded Business"). Tenant represents, covenants, and warrants that, to the extent subleasing is permitted under the Lease, Tenant will not sublease all or any portion of the Premises to any party that is or may become engaged in, either as a principal or an ancillary business, the operation of a Tenant Excluded Business at any time during the Term. Tenant understands and agrees that any violation of the use restrictions shall constitute an Event of Default under the Lease.

EXHIBIT E

RULES AND REGULATIONS

1. Landlord may, from time to time and in its reasonable judgment, adopt appropriate systems and procedures for the security or safety of (i) the Building, (ii) any persons occupying, using, or entering the Building, or (iii) any equipment, furnishings, or contents of the Building, and Tenant shall comply with Landlord's reasonable requirements for the Building.
2. Only persons approved from time to time by Landlord may prepare, solicit orders for, sell, serve, or distribute foods or beverages in the Building, or use the Common Areas for any such purpose. Except with Landlord's prior written consent and in accordance with arrangements approved by Landlord, Tenant shall not permit the use of equipment for dispensing food or beverages on the Premises, or for the preparation, solicitation of orders for, sale, serving, or distribution of food or beverages on the Premises. Notwithstanding anything to the contrary in this paragraph 2 of the Rules and Regulations, Tenant shall be entitled to provide kitchen facilities, vending machines, and other types of incidental and noncommercial distribution of food.
3. Tenant shall not install or operate any machinery or apparatus other than usual small business machines (including, without limitation, standard computers, printers, fax machines, and kitchen appliances) without specific written approval of Landlord.
4. No additional locks or similar devices shall be placed upon any doors of the Premises and no locks shall be changed without the prior written consent of Landlord, which shall not be unreasonably withheld; provided, however, that Landlord and Tenant agree that certain offices and/or spaces, as designated in writing by Tenant, within the Premises will be secured by a key card or fob access system for which Tenant will be provided at least five (5) key cards or key fobs to access the restricted areas. Upon termination of the Lease, Tenant shall surrender to Landlord all keys to the Premises.
5. Tenant may, at its own risk, move furniture and office furnishings into or out of the Building only at such times and in such a manner as designated in writing by Landlord in order to cause the least inconvenience to other tenants of the Building. If any damage to the Premises or the Building is caused by the negligence or willful misconduct of Tenant or Tenant's employees or agents, Tenant shall be responsible for the costs to repair the damage, except as may be covered by insurance. 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.
6. No janitorial service shall be employed by Tenant to do janitorial work in the Premises and to clean the Premises, without first being approved by Landlord, in Landlord's reasonable discretion. Any such janitorial service, who is employed by Tenant for janitorial work in accordance with this paragraph 6, shall be subject to and under

Landlord's control and direction while such person is in the Premises and Building, but shall not be considered Landlord's agent or servant.

7. Window coverings other than building standard, either inside or outside the windows, may not be installed without Landlord's prior written consent and must be furnished, installed, and maintained at the expense of Tenant and at Tenant's risk, and must be of such shape, color, material, quality, and design as may be prescribed by Landlord.

8. If Tenant desires additional telegraphic or telephonic connections, or the installation of any other electrical wiring, Landlord will, upon receiving a written request from Tenant and at Tenant's expense, direct the electricians as to where and how the wires are to be introduced and run, and no boring, cutting, or installation of wires will be permitted without such direction.

9. The sidewalks, entrances, passages, courts, corridors, vestibules, halls, stairways, and elevators in or about the Premises and Building shall not be obstructed or used for storage or for any purpose other than ingress and egress by Tenant.

10. Tenant shall not create or maintain a nuisance in the Premises nor make or permit any noise or odor or use or operate any electrical or electronic devices that emit loud sounds, air waves, or odors, that are objectionable to other tenants of this Building or any adjoining building or premises; nor shall the Premises be used for lodging or sleeping nor any immoral or illegal purpose that will violate any law, damage the Premises, or injure the reputation of the Building or Property.

11. Landlord reserves the right, at all times, to exclude newsboys, loiterers, vendors, solicitors, and peddlers from the Building and Property as Landlord deems reasonably necessary for the safety and quiet enjoyment of the Property by the Building's tenants and their guests and invitees. In connection therewith, Landlord may require registration, satisfactory identification, and credentials from all persons seeking access to any part of the Building or Property. Landlord shall exercise its best judgment in executing such control, but Landlord shall not be held liable for granting or refusing such access. Notwithstanding, Landlord recognizes that Tenant's use of the Premises as a governmental office require that the Premises be open to the general public during Operating Hours (as defined in Section 17.4 of the Lease).

12. No animals, pets, bicycles, skateboards, or other vehicles shall be brought or permitted to be in the Premises or Building, other than bona fide service animals and fish in a fish tank, the size of which shall be subject to Landlord's reasonable approval.

13. Tenant shall not make any room to room canvass to solicit business from other tenants of the Building.

14. Tenant shall fully cooperate with Landlord to assure the most effective and efficient operation of the Building and the use of utilities. Tenant shall not adjust any common

controls other than room thermostats installed for specific use. Tenant shall not tie, wedge, or otherwise fasten open any water faucet or outlet. Tenant shall keep all common corridor doors closed.

15. Except to the extent that Landlord provides security for the Building, Tenant assumes full responsibility for protecting the Premises from theft, robbery, pilferage, and other crimes.

16. Tenant shall not overload any floor and shall not install any heavy objects, safes, business machines, files, or other equipment without having received Landlord's prior written consent as to size, maximum weight, routing, and location thereof. Safes, furniture, equipment, machines, and other large or bulky articles shall be brought through the Building and into and out of the Premises at such times and in such manner as Landlord shall direct and at Tenant's sole risk and responsibility.

17. Tenant shall not use more electrical current from individual or collective circuits as is designated by the amperage rating of said circuits at the circuit breaker panels for Tenant's Premises. Should Tenant exceed the safe capacity as designed and as stated on the circuit breakers for said circuits, then Tenant shall bear the entire expense of modifications to adjust or increase the amperage for Tenant's safe and proper electrical consumption. Landlord's consent to such modifications to the electrical system shall not relieve Tenant from the obligation not to use more electricity than such safe capacity.

18. Tenant and its employees, invitees, and guests shall not smoke in the Premises, Building, or any indoor Common Areas. Smoking is allowed in designated smoking areas only.

19. Tenant shall be responsible for any damage (including stoppage caused by failure to use the apparatus as instructed or for the purpose constructed) done to any Common Areas including, but not limited to, restrooms, elevators, stairways, hallways, lobby, sidewalks, parking lots, landscape areas caused by the negligence or willful misconduct of Tenant or its employees or agents. 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.

20. Landlord reserves the right to establish Rules and Regulations that shall govern the access, activity, and conduct of, and set specific Rules and Regulations with respect to, contractors, subcontractors, agents, or consultants which perform activities in the Building, Premises, and/or Property.

21. Landlord reserves the right to make such further reasonable Rules and Regulations as in its judgment may from time to time be necessary for the safety, care, and cleanliness of the Premises and the preservation of good order therein. Any additional Rules and Regulations promulgated by Landlord shall be binding upon the Parties with the same force and effect as if they had been inserted herein at the time of execution hereof. Tenant shall be responsible for the observance of all of the foregoing

Rules and Regulations by Tenant's employees, agents, clients, customers, invitees, and guests. Landlord shall not be responsible for any violation of the foregoing Rules and Regulations by other Tenants of the Building, but Landlord shall use commercially reasonable efforts to uniformly enforce the rules.

22. Tenant shall not conduct or permit any auctions or sales at the Premises or Building.

23. In these Rules and Regulations, "Tenant" includes the employees or agents of Tenant permitted by Tenant to use or occupy the Premises.

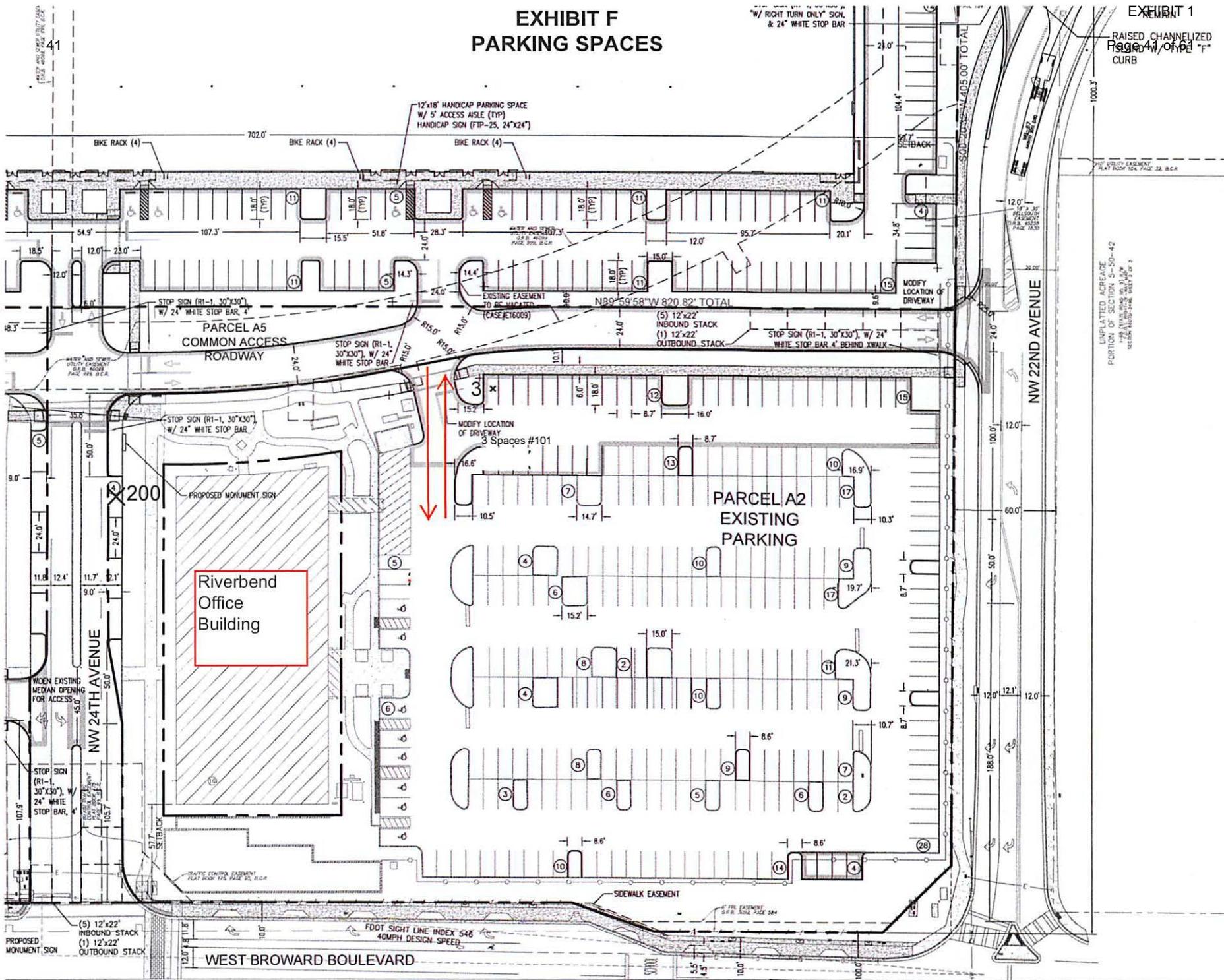
24. In the case of any conflict between the provisions of the Lease and these Rules and Regulations, the provisions of the Lease shall control.

Landlord may, upon request by any tenant, waive the compliance by such tenant of any of the Rules and Regulations provided that (i) no waiver shall be effective unless signed by Landlord or Landlord's authorized agent; (ii) any such waiver shall not relieve such tenant from the obligation to comply with such rule or regulation in the future unless expressly consented to by Landlord; and (iii) no waiver granted to any tenant shall relieve any other tenant from the obligation of complying with the Rules and Regulations, unless such other tenant has received a similar waiver in writing from Landlord. Landlord is not responsible for other tenants' violations of these Rules and Regulations.

EXHIBIT F PARKING SPACES

"W/ RIGHT TURN ONLY" SIGN
& 24" WHITE STOP BAR

EXHIBIT 1
RAISED CHANNELIZED
Page 41 of 61 "F"
CURB



UNPLATTED ACREAGE
PORTION OF SECTION 30-50-42
NW 24th Avenue, Parcel A2
SECTION 30-50-42, PLAT 17 of 3

WEST BROWARD BOULEVARD

EXHIBIT G

WORK LETTER

LANDLORD'S IMPROVEMENTS OF INTERIOR SPACE FOR THE GOVERNMENTAL OFFICES OF THE BUILDING CODE SERVICES, A DIVISION OF BROWARD COUNTY, LOCATED AT THE RIVERBEND PROFESSIONAL CENTER – THIRD FLOOR.

1. General Requirements

This WORK LETTER (“Work Letter”) forms a general description of Landlord’s required services for the design and construction of the Leasehold Improvements (as defined in Section 9.1 of the Lease) to the premises located at 2307 W. Broward Boulevard, Third Floor, Fort Lauderdale, Florida 33312 (“Premises”).

- 1.1. **Scope of Renovations by Landlord:** Provide a governmental office for the Building Code Services Division at the Premises (“Project”). Landlord shall provide Tenant with the Space Plans (as defined in Section 9.1 of the Lease), which shall be based on the test fit and finish specifications attached to this Work Letter as **Attachment 1** (“Scope of Work”).
- 1.2. Landlord, at its expense (except as otherwise noted), agrees to:
 - 1.2.1. Engage and utilize Florida registered design and construction professionals, including, but not limited to, architects, contractors, subcontractors, and any specialty consultants or subcontractors as necessary to achieve the design and construction of the Leasehold Improvements on the Premises;
 - 1.2.2. Provide complete architectural, engineering, and/or other professional design and construction contract administration services necessary to design and construct the Leasehold Improvements on the Premises;
 - 1.2.3. Obtain all necessary jurisdictional approvals and permits necessary for the construction of the Leasehold Improvements on the Premises;
 - 1.2.4. Provide the construction services (including any contractors, subcontractors, and materials) necessary to construct the Leasehold Improvements on the Premises, as set forth herein; and
 - 1.2.5. Complete all design and construction services in accordance with the time limits stipulated in the Lease.
- 1.3. For the purposes of this Work Letter, Tenant’s Contract Administrator is the Broward County employee expressly designated below, and who is the representative of Tenant concerning the design and construction of the Leasehold Improvements on the Premises. In the administration of this Project,

as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Work of the Leasehold Improvements. The Contract Administrator shall appoint a project manager for day-to-day communications and management of the Project for Tenant, and such project manager shall operate as the "Designee." Tenant's Contract Administrator for this Project is:

Director of Construction Management Division
Governmental Center, Room A550
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

- 1.4. Landlord shall schedule and attend coordination meetings with representatives of the Contract Administrator or Designee periodically throughout the design and construction of the Leasehold Improvements on the Premises. These meetings shall be conducted on an as needed basis during the design and construction phases. Coordination meetings may be scheduled more frequently or, with the Contract Administrator or Designee's advance written approval, less frequently depending upon the progress of the Project and the issues at hand. At each of these meetings, Landlord and Contract Administrator or Designee shall review the Project's schedule, and Scope of Work along with Landlord's development and progress to date on the respective phases of the Project and any special problems related to the continuing progress of the Project.
- 1.5. During the design and construction of the Leasehold Improvements on the Premises, Landlord shall keep the Contract Administrator or Designee informed of any proposed material changes to the design or construction, including, but not limited to, space layouts, materials, systems, or equipment. Proposed changes must be reviewed and approved in writing by the Contract Administrator or Designee prior to incorporation into the Space Plans or the physical construction of the Leasehold Improvements on the Premises.
- 1.6. Landlord is responsible for the cost of design and construction limited to the Scope of Work and the items outlined in Sections 1 and 2 of this Work Letter, and to the Leasehold Improvement Allowance defined in Section 9.7 of the Lease.

2. Additional Services and Changes in Scope of Work

- 2.1. The Contract Administrator or Designee may request changes that would increase, decrease, or otherwise modify the Scope of Work for the Leasehold Improvements ("Additional Services").
- 2.2. The Contract Administrator or Designee may request minor changes to the approved drawings that relate to:

- a. Additional electrical outlets
 - b. Additional phone/network outlets
 - c. Additional security camera drops or stub ups
 - d. Minor architectural revisions
- 2.3. Any other Additional Services, not listed in Section 2.2 of this Work Letter, to be performed by Landlord pursuant to the terms of the Lease shall first be authorized by the Contract Administrator or Designee in writing by a "Work Authorization" and Broward County Purchase Order in accordance with this Section. Appropriate Work Authorization Forms shall be provided by the Contract Administrator or Designee on an as needed basis.
- 2.4. Landlord shall not undertake, and Tenant will not be responsible for any additional costs for the Leasehold Improvements of the Premises without approval of the Contract Administrator or Designee.

3. Design Services

- 3.1. Document Submittal and Review:
- 3.1.1. Landlord shall prepare, submit, and present for approval by the Contract Administrator or Designee two (2) hardcopies of the following design document submittals:
 - a. 100% Plans, including the Construction Schedule (as defined in Section 9.1 of the Lease).
 - b. Permit set, signed and sealed.
 - 3.1.2. Depending on the size and complexity of the Leasehold Improvements for the Premises, Landlord may provide combined design document submittals with the prior written authorization of the Contract Administrator or Designee.
 - 3.1.3. The Contract Administrator or Designee shall review the submitted design documents and return written review comments within ten (10) business days after receiving the submitted documents. The Contract Administrator or Designee's review shall be for conformance with the Scope of Work and to provide additional information as necessary for Landlord's architect to refine and complete the documents.
 - 3.1.4. The Contract Administrator or Designee reserves the right to reject and require re-submittal of any incomplete document submittal or documents, which do not correctly portray the Scope of Work or the

services required by the Contract Administrator or Designee as more fully defined below.

- 3.1.5. Once the Contract Administrator or Designee provides Landlord with approval of the Plans (as defined in Section 9.2 of the Lease) in accordance with the terms of the Lease, Landlord shall proceed with contractor selection, bidding, jurisdictional approvals, permitting, and other activities as may be necessary for Landlord to construct the Leasehold Improvements on the Premises.

4. Construction Services

- 4.1. Landlord is responsible for the expeditious construction of the Leasehold Improvements on the Premises as set forth herein.
- 4.2. The construction phase duration shall not exceed six (6) months after the issuance of all Permits (as defined in Section 9.3 of the Lease).
- 4.3. Upon execution of the Lease, Landlord shall provide copy of the construction contract(s) to the Contract Administrator or Designee. Landlord's architect shall provide administration of the construction and the Scope of Work described therein.
- 4.4. Landlord shall advise and consult with the Contract Administrator or Designee during the construction phase and shall provide the Contract Administrator or Designee with electronic copies of key communications between Landlord, Landlord's architect or contractor concerning matters material to the time, sequence, scope, performance or requirements of the construction contract that change or impact the proposed design of the Premises or Tenant's ability to occupy the Premises pursuant to the established Construction Schedule. Such key communications shall, within twenty-four (24) hours of receipt or generation by Landlord, be delivered to the Contract Administrator or Designee.
- 4.5. The Contract Administrator or Designee will attend key construction events and visit the site as necessary to ascertain the progress of the Project, and to determine in general if the work is proceeding in accordance with the Approved Plans (as defined in Section 9.3 of the Lease) and the Construction Schedule.
- 4.6. Landlord is required to attend a meeting with the Contract Administrator or Designee at the commencement of the work, at mid-point, and at ninety percent (90%) completion (at the very minimum) before the construction is completed as described in Section 4.12 of this Work Letter.
- 4.7. The Contract Administrator or Designee shall, at all times, have access to the work site at the Premises wherever it is in preparation or progress. In addition, the Contract Administrator or Designee may, at its discretion, require Landlord

to submit additional written materials or forms related to or regarding to the construction or its progress.

- 4.8. All interpretations and advisory decisions of Landlord and its architect shall be consistent with the intent of, and reasonably inferable from, the Approved Plans to be used to accomplish the Scope of Work and shall be in writing or in the form of drawings.
- 4.9. The Contract Administrator or Designee shall have authority to recommend rejection and correction of work that do not conform to the Approved Plans. Upon such recommendation, Landlord shall undertake correction of rejected work.
- 4.10. Landlord shall provide all such tests inspections and reports that are required by law or by the Approved Plans or that had been previously approved in writing. Whenever, in the Contract Administrator or Designee's reasonable opinion, it is necessary or advisable for the implementation of the intent of the Approved Plans, Landlord shall undertake special inspection or testing of the Scope of Work in accordance, whether such work be then fabricated, installed, or completed.
- 4.11. Landlord shall coordinate with the Contract Administrator or Designee concerning change orders, substitutions, and/or other modifications to the Approved Plans. The Contract Administrator or Designee has authority to accept or reject change orders affecting the quality, quantity, cost, or time required for improvement or expansion of the Premises. Landlord shall not proceed with change orders, substitutions, or other modifications to the Approved Plans without the written approval of the Contract Administrator or the Designee.
- 4.12. Completion:
 - a. Once Landlord confirms that Landlord's contractor has substantially completed the Leasehold Improvements, Landlord shall provide Tenant with a Notice of Substantial Completion in accordance with Section 9.4 of the Lease and shall request an inspection from the Contract Administrator or Designee. Landlord and Tenant (who may act through its Contract Administrator or Designee) shall jointly inspect the Premises and prepare a punch list identifying all items outstanding to complete the Leasehold Improvements ("Punch List"). Such Punch List shall be in the form attached to this Work Letter as **Attachment 2** and titled "Substantial Completion Inspection – Punch List."
 - b. Landlord shall, no later than six (6) months after the issuance of all Permits, achieve Final Completion (as defined below) of the work required by the Approved Plans. For the purposes of this Work

Letter, the term "Final Completion" shall mean that Tenant has accepted the Tenant Improvements by providing Landlord with the letter in the form attached to this Work Letter as **Attachment 3** and titled "Letter Establishing Final Completion Date."

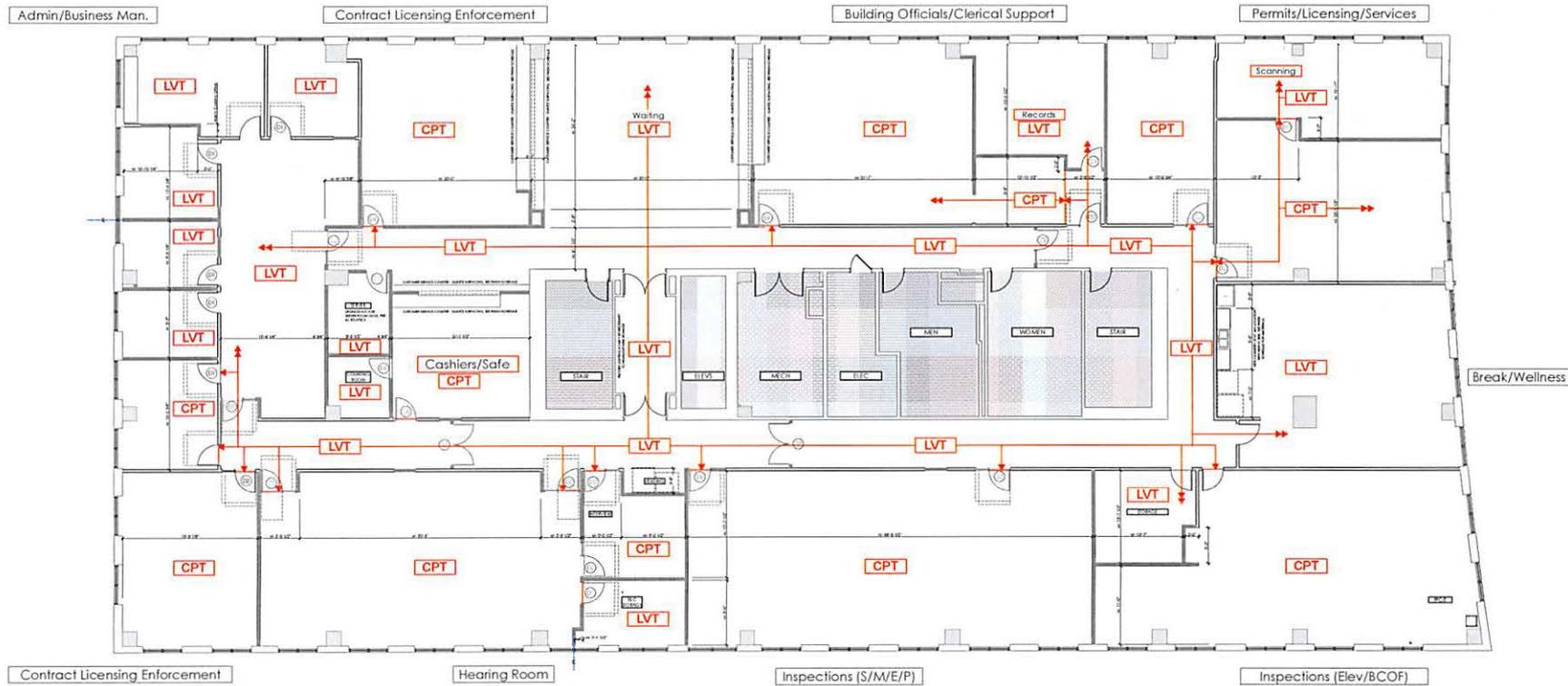
- c. For the issuance of the Letter Establishing Final Completion Date, the following conditions must be satisfied: (i) all conditions and requirements of all Permits and regulatory agencies are satisfied, (ii) the Scope of Work for the Tenant Improvements, including any Punch List items, have been completed in accordance with the Approved Plans, the Work Letter, and the Lease, and (iii) a certificate of occupancy has been issued by the appropriate jurisdictional authority for the Premises with the Tenant Improvements. The Contract Administrator or Designee shall issue the Letter Establishing Final Completion Date after both Landlord and Landlord's architect confirm that the abovementioned conditions have been satisfied, and the Contract Administrator or Designee's inspection verifies such satisfaction. The Contract Administrator or Designee shall not unreasonably withhold the issuance of such letter.
- d. Upon receipt of the Letter Establishing Final Completion Date, Landlord shall transfer the keys to the Premises and make other arrangements as necessary to facilitate Tenant's occupancy and use of the Premises, subject to the terms and conditions of the Lease.
- e. Landlord shall administer the contractor's submittal of various closeout documents, including, any applicable warranties, operations and maintenance materials, extra materials, and other closeout submittals as required for Tenant by the Approved Plans.
- f. Landlord shall verify and confirm the contractor's successful demonstration of equipment and systems and the training of Tenant's personnel as required by the Approved Plans and as may be necessary for Tenant's personnel to occupy and operate the Premises.

4.12 Landlord shall, within sixty (60) calendar days after receiving the Letter Establishing Final Completion Date, provide the Contract Administrator or Designee with the Project Record Documents (as defined in Section 9.6 of the Lease).

5. Method of Payment

Tenant and Landlord agree that the compensation and method of payment for the Leasehold Improvements shall be governed by the provisions set forth in Sections 9.7 and 9.8 of the Lease.

ATTACHMENT 1



SUITE 300: Proposed Floor / Finish Plan - 041619

SCALE: 1/16" = 1'-0"



RIVERBEND PLAZA | Building Code Services

Floor/Finish Plan, 041619
4/16/2019
A 3.0

FINISH SCHEDULE						
FLOORING	LVT	Manuf: Milliken LVT Luxury Vinyl Tile Line: Fargesia Bamboo Color: FAR79 Wicker Size: 9 in x 60 in Location: Admin Offices, Lobby, Breakroom, Corridors, Storage/Records Rooms Installation: Ashlar	P1 <small>SW 6252 Ice Cube</small> Manuf: Sherwin Williams Color: SW 6252 Ice Cube Finish: Satin Location: Primary Wall Color/ Base Coat on all Interior Walls	CABINETRY	PL1	Manuf: Formica Color: 7197-58 Dover White Finish: Matte Location: Breakroom Upper Cabinets
			P2 <small>SW 9165 Gossamer Veil</small> Manuf: Sherwin Williams Color: SW 9165 Gossamer Veil Finish: Semi-Gloss Location: Door Trim		PL2	Manuf: Formica Color: 8792-58 Winter Sky Finish: Matte Location: Breakroom Lower Cabinets
	CPT	Manuf: Milliken Line: Southern Analog, Viewfinder Color: Vignette VF217 Size: 25cm x 1m Location: Office Suites Installation: Ashlar	P3 <small>SW 9059 Silken Peacock</small> Manuf: Sherwin Williams Color: SW 9059 Silken Peacock Finish: Satin Location: Accent Walls Locations TBD		QZ	Manuf: Caesarstone Quartz Counter Color: 6011 Intense White, 3mm Finish: Polished, Standard Edge: 3mm, Double Radius Location: Typical at all counters
	VB	Manuf: Tarkett Line: Traditional Vinyl Wall Base Color: 24 Grey Haze Size: 6" High Location: Carpet and Vinyl Flooring	P4 <small>SW 9029 Cool Avocado</small> Manuf: Sherwin Williams Color: SW 9029 Cool Avocado Finish: Satin Location: Accent Walls Locations TBD		FINISH NOTES: 01. INSTALL ALL MATERIALS IN ACCORDANCE WITH MANUFACTURE'S PRINTED INSTRUCTIONS TO MAINTAIN PRODUCT PERFORMANCE WARRANTIES. 02. FOR ALL PAINTED SURFACES 1 COAT PVA PRIMER AND SEALER AND 2 COATS TOP PAINT AS SCHEDULED. 03. ALL WALLS TO RECIEVED P-1, UNLESS NOTED OTHERWISE. 04. EXISTING DOORS PANELS ARE STAINED WOOD, FLUSH PANEL IN METAL FRAMES. ALL NEW DOOR PANELS TO MATCH EXISTING. D1 - MATCH EXISTING DOOR/FRAME D2 - MATCH EXISTING DOOR/FRAME WITH 1'6" SIDELIGHT D3 - DOUBLE DOORS. FLUSH WOOD PANEL TO MATCH EXISTING 05. EXISTING AND NEW DOOR PANELS TO BE FINISHED/STAINED TO MATCH. NEW STAIN FINISH TBD.	
	VFT	Manuf: TBD Line: Trim/Floor Transitions Color: Size: As required Location: Carpet and Vinyl Flooring	P5 <small>SW 7650 Ellie Gray</small> Manuf: Sherwin Williams Color: SW 7650 Ellie Gray Finish: Satin Location: Accent Walls Locations TBD			
			P6 <small>SW 7005 Pure White</small> Manuf: Sherwin Williams, No VOC Color: SW7005, Pure White Finish: Flat Location: GYP DW Ceilings/Soffits			
		CEILINGS ACT Acoustical Tile Ceilings to match existing.				



SUITE 300: Furniture Plan - 041619

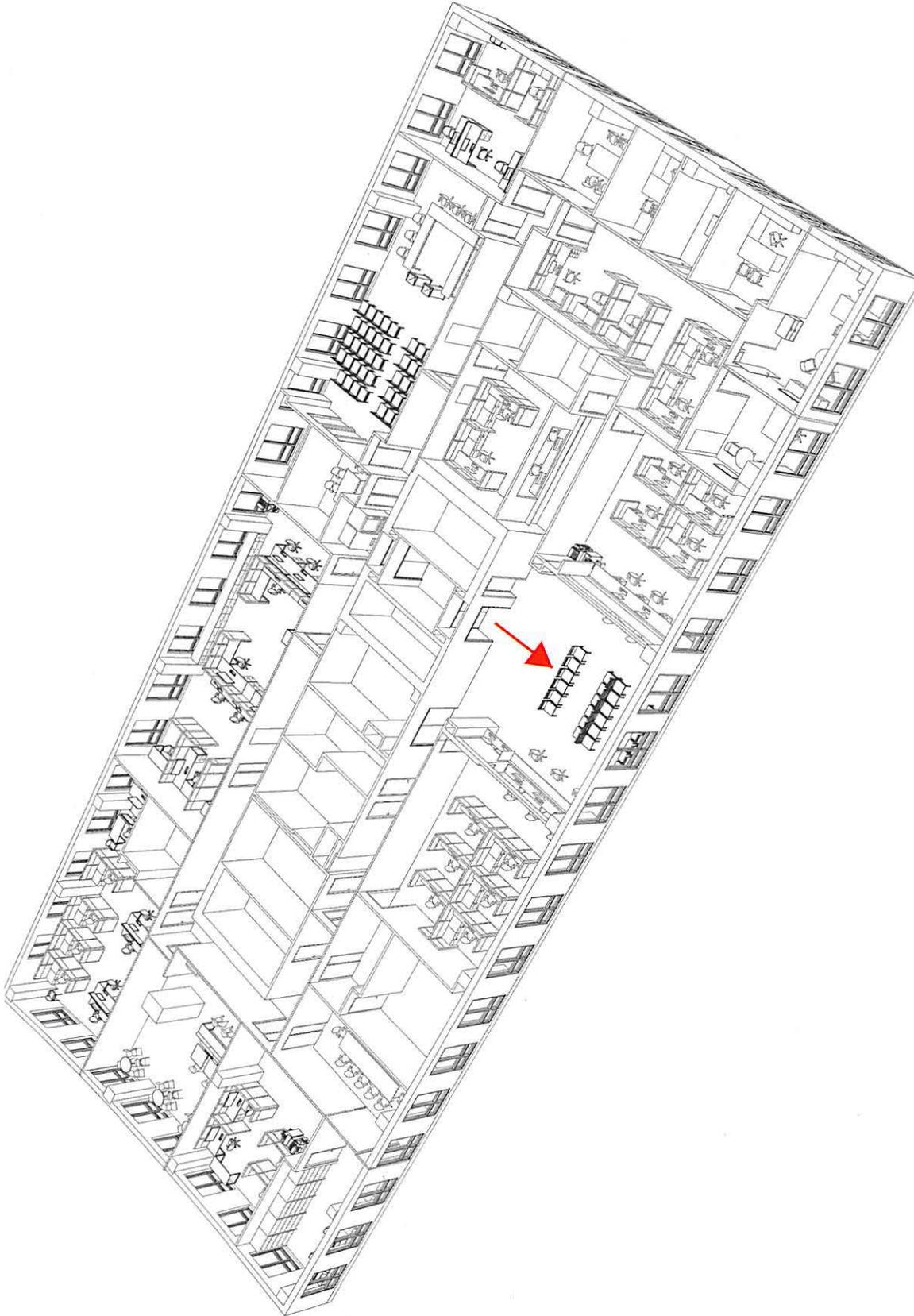
SCALE: 1/16" = 1'-0"

* SHADED AREA NOT IN SCOPE

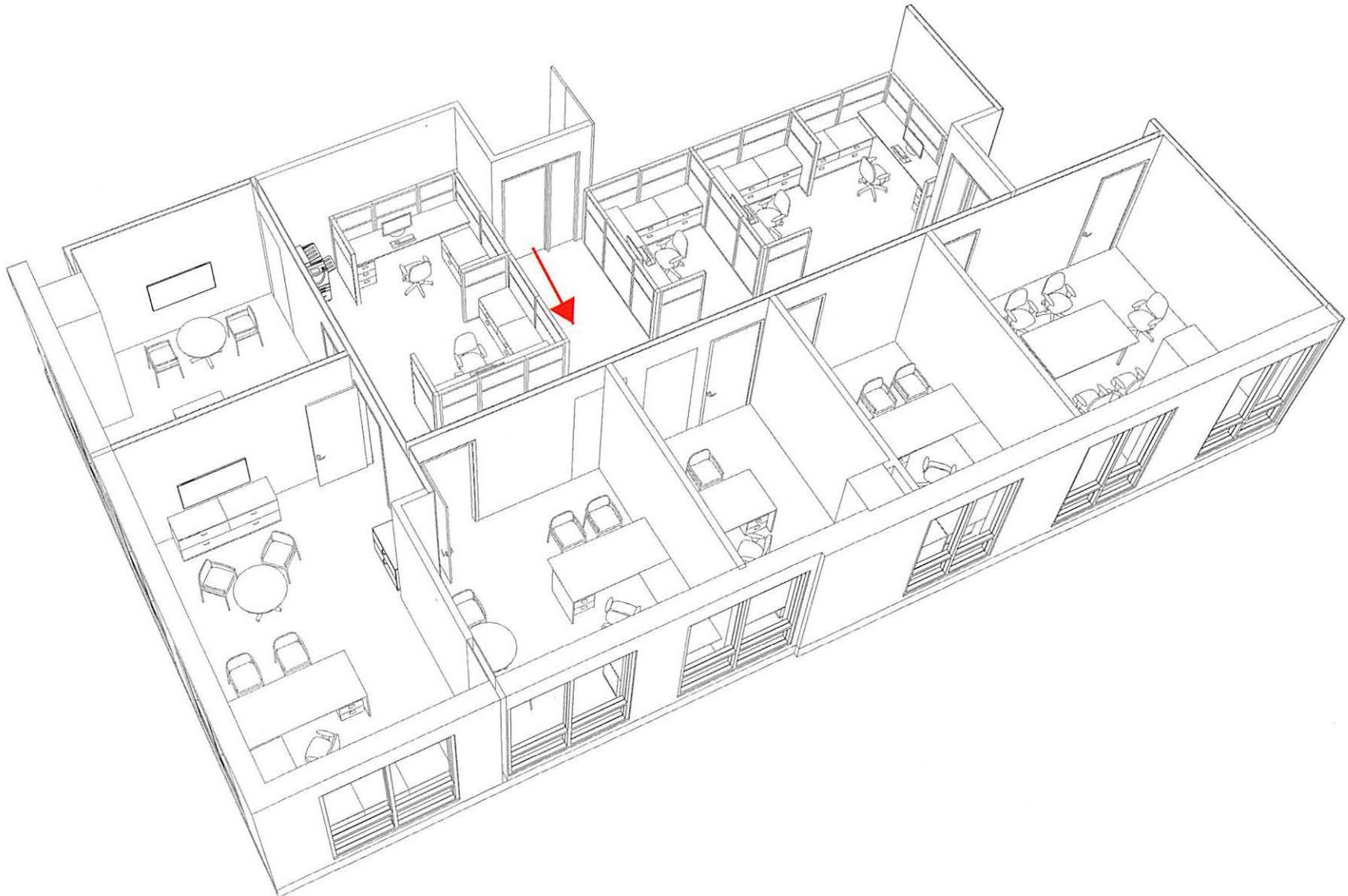


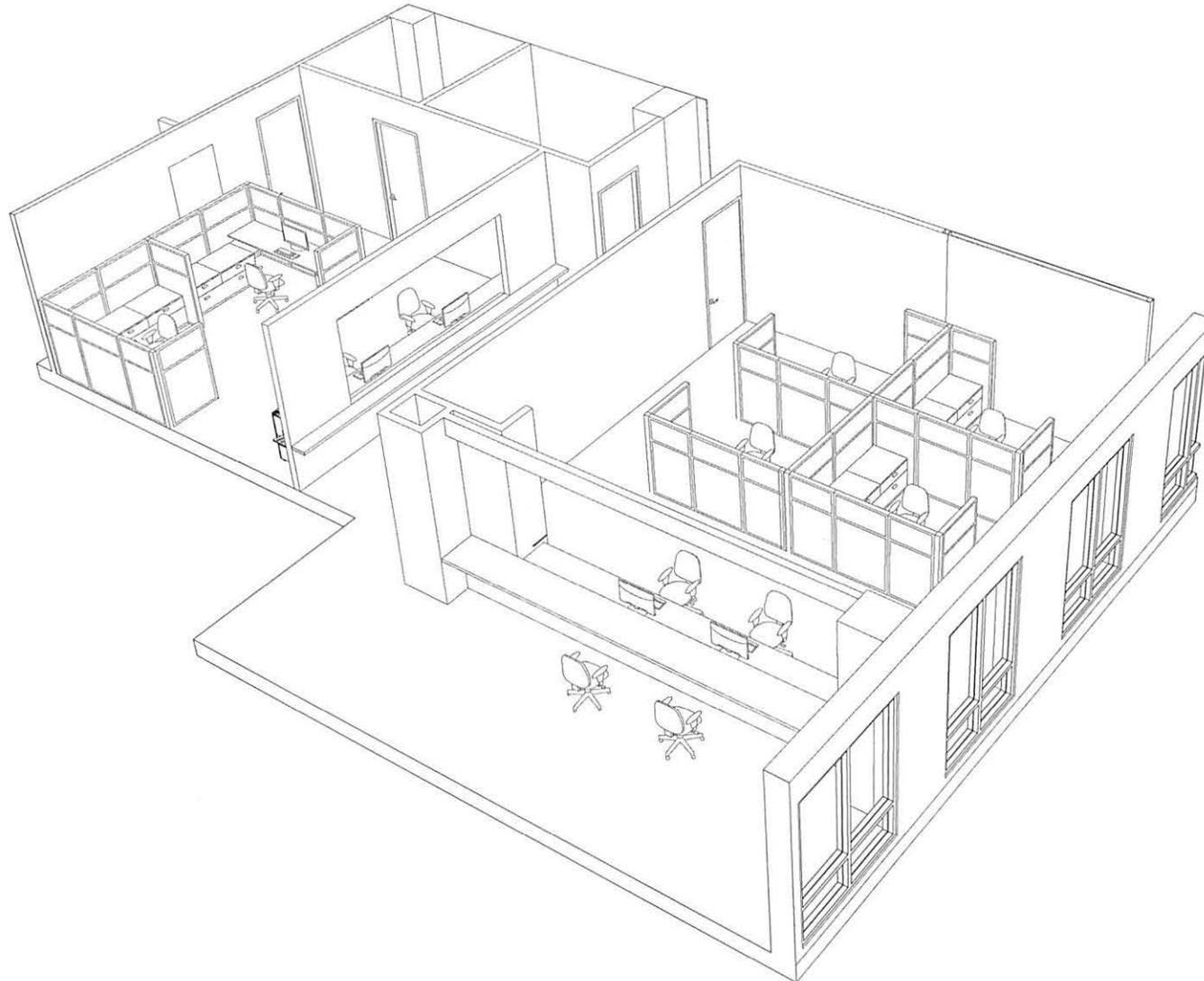
RIVERBEND PLAZA | Building Code Services

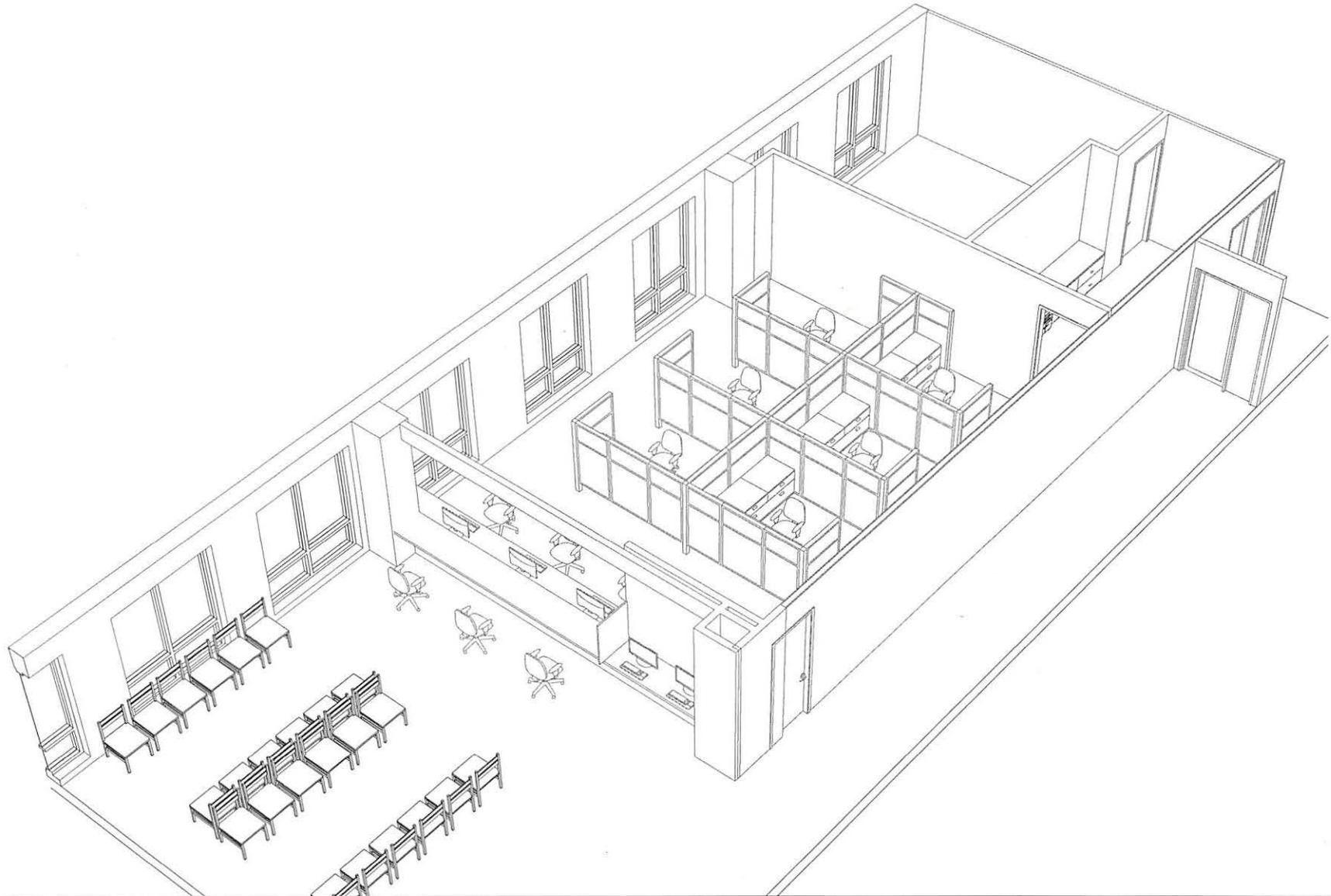
Furniture Floor Plan, 041619
4/16/2019
ID 3.1

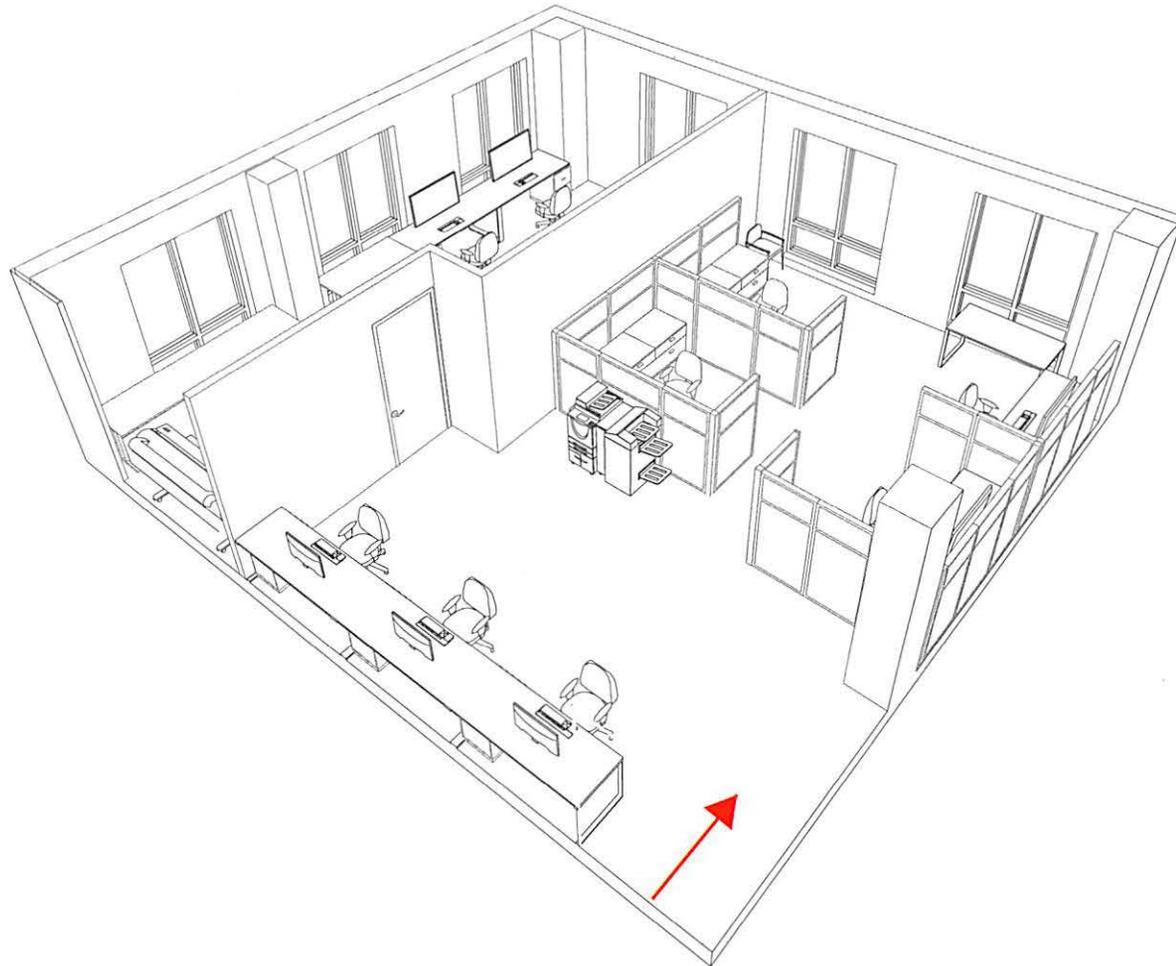


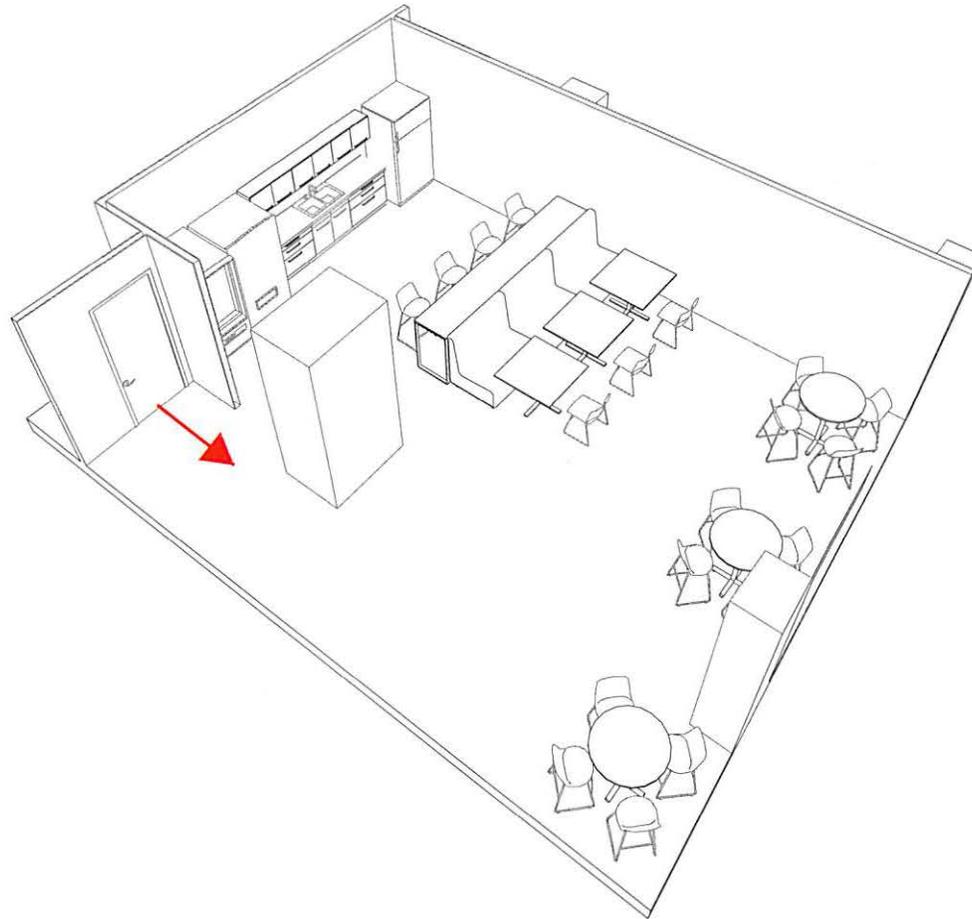
RIVERBEND PLAZA | Building Code Services

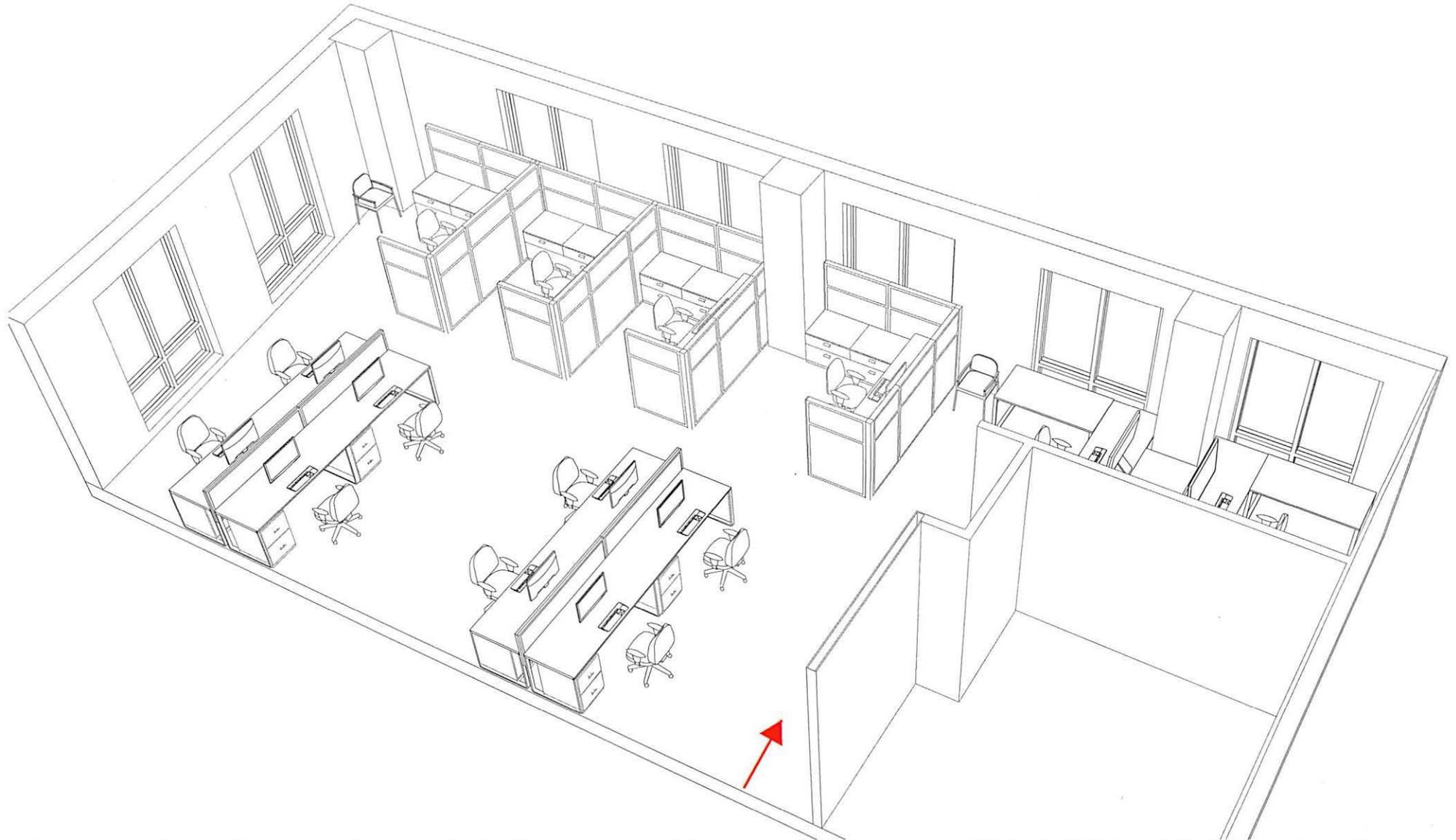


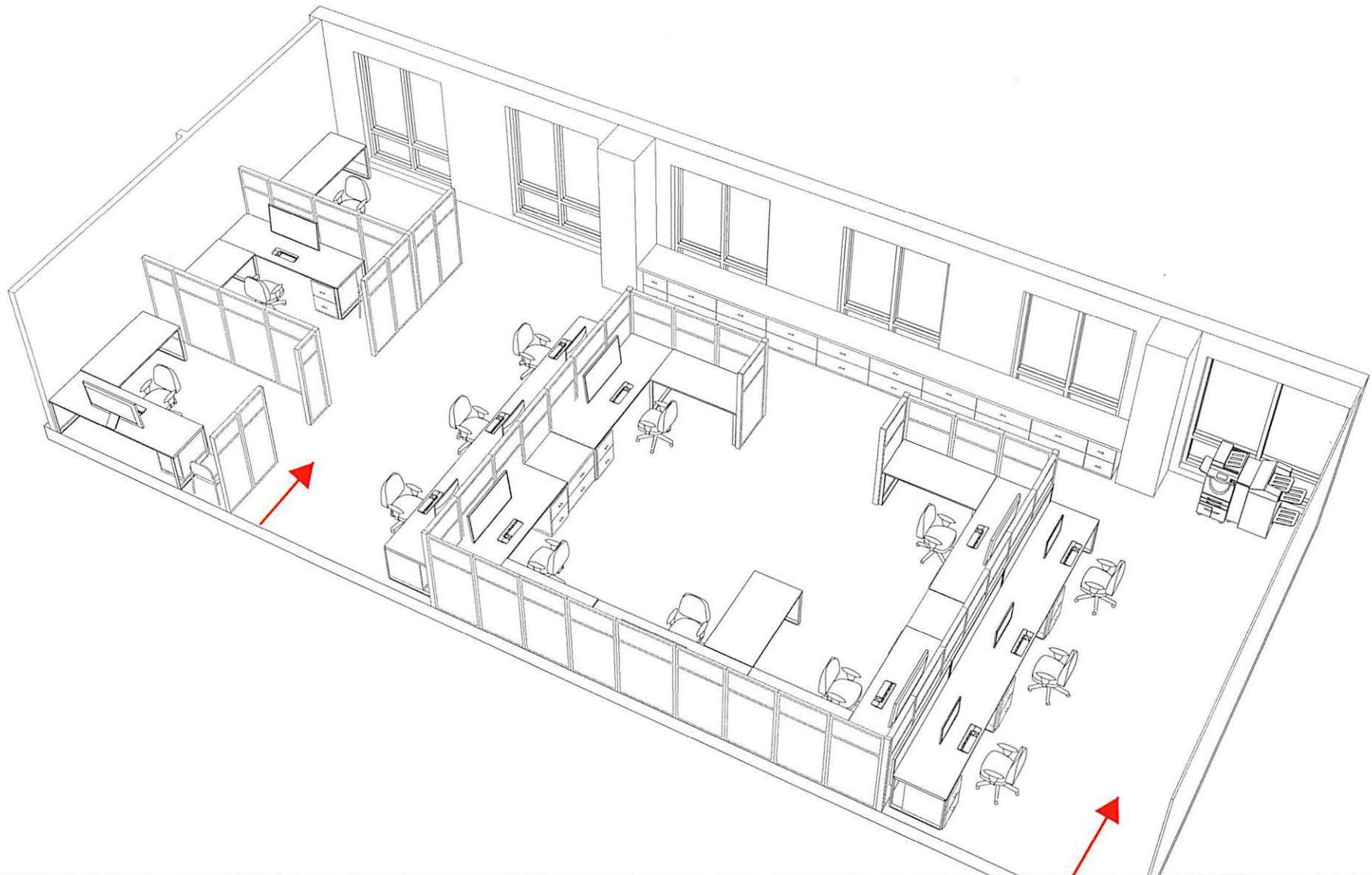


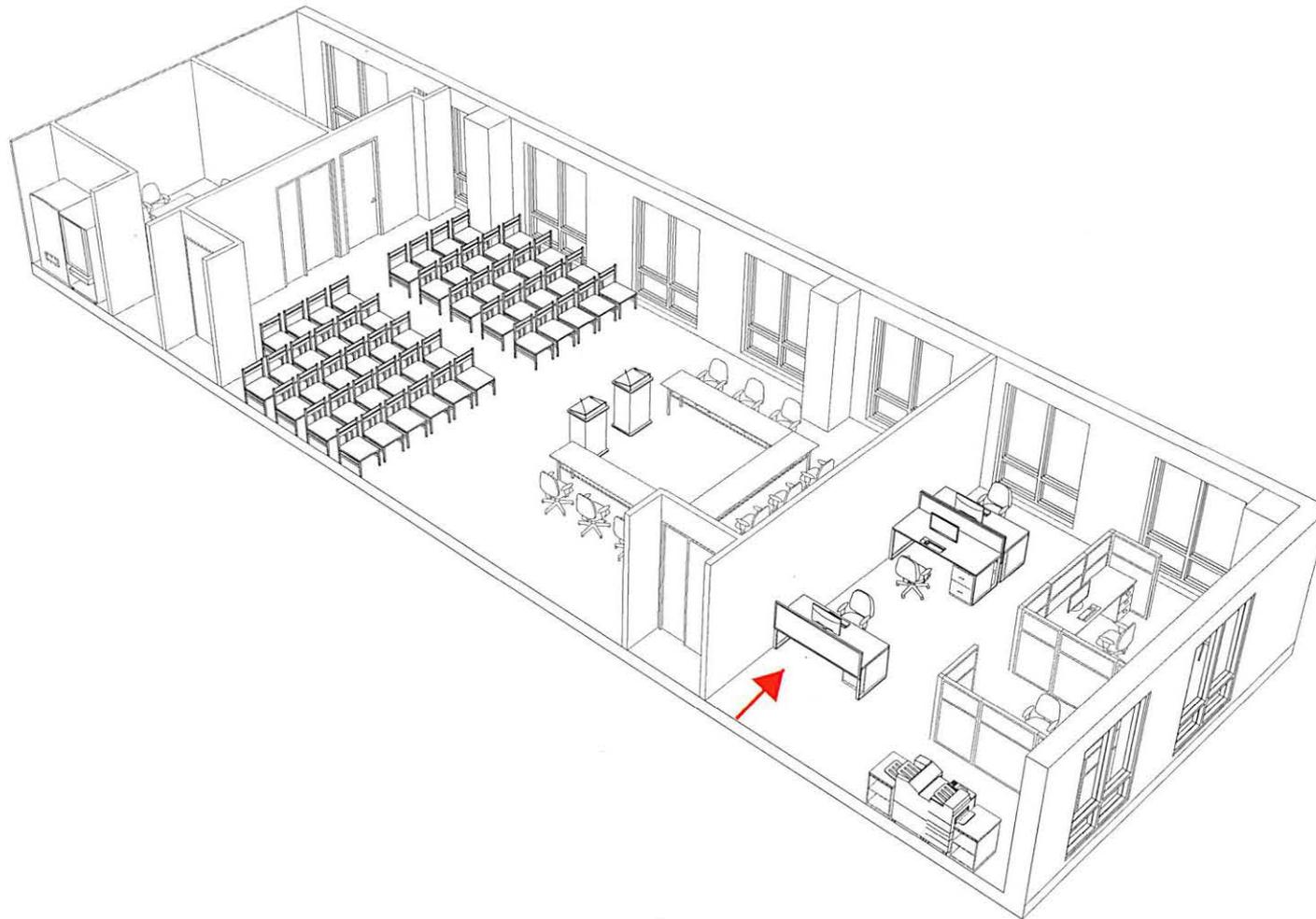












ATTACHMENT 2



Broward County Commission
Construction Management Division
115 South Andrews Avenue, Room A550
Fort Lauderdale, FL 33301

Phone: (954) 357-6419
Fax: (954) 357-6411

Substantial Completion Inspection - Punch List

Project No:
Project Title:
Facility Name:
Contractor:

Inspection Date:

- Full Project
Designated Portion (Attach Description)

- Preliminary Punch List
Final (Edited) Punch List

Table with 4 columns: No., Room No., Item, Notes/Completed? (20 rows)



Broward County Commission
Construction Management Division
115 South Andrews Avenue, Room A550
Fort Lauderdale, FL 33301

Phone: (954) 357-6419
Fax: (954) 357-6411

Letter Establishing Final Completion Date

Instructions for Project Consultant's Use: Provide this completed letter to establish the Date of Final Completion of the Work or a designated portion thereof.

To: Ariadna Musarra, AIA, LEED AP
(Contract Administrator) Construction Management Division
115 S. Andrews Ave. - Rm A-550
Ft. Lauderdale, FL 33301

Project No:
Project Title:
Facility Name:
Contractor:

Contractor's Request No.: 1 Date:
[] Full Project
[] Designated Portion (Attach Description)

On _____ we completed the Final Completion Inspection for the project, or designated portion thereof, listed above.

I hereby certify that the General Contractor achieved Final Completion and the project, or designated portion thereof, was ready for beneficial occupancy on the following date:

The date of Final Completion is the last date of Final Completion for this project, or designated portion thereof, originally requested by the Contractor. Evidence is provided by our signatures below that the Project Consultant and Contractor agree that this project was Finally Complete on the date of Final Completion listed above.

By: (Project Consultant)
Firm Name _____

By: (Contractor)
Firm Name _____

Distribution
Director of Construction Management
Contract Administrator
Project Manager
Consultant
Contractor
Contractor Surety

For Construction Management Division Use Only
[] Date is acceptable; letter is hereby placed in Project Files as an official record.
CONTRACT ADMINISTRATOR