# LEASE AGREEMENT

## BY AND BETWEEN

**Brookwood Lakeside Plantation, LLC**
**("Landlord")**

**and**

**Broward County, a political subdivision of the State of Florida**
**("Tenant")**

# OFFICE LEASE AGREEMENT BETWEEN BROOKWOOD LAKESIDE PLANTATION, LLC, AND BROWARD COUNTY

THIS LEASE AGREEMENT (this "Lease") by and between Brookwood Lakeside Plantation, LLC, a Delaware limited liability company, ("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. Landlord and Tenant shall each be known hereunder as a "Party" and collectively as the "Parties."

## RECITALS

A. Landlord is the fee simple owner of real property located at 600 North Pine Island Road, Plantation, Florida 33324 (the "Property"), as more particularly described in Section 2.

B. Landlord is the owner of the Building (as defined herein) and other improvements located on the Property.

C. Landlord desires to lease to Tenant, and Tenant desires to lease from Landlord, certain space in the Building, in accordance with the terms and conditions 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. DEFINITIONS.** In addition to any other terms whose definitions are fixed and defined by this Lease, each of the following defined terms, when used in this Lease with an initial capital letter, shall have the following meaning:

"Additional Rent" shall mean all amounts required to be paid by Tenant to Landlord pursuant to this Lease other than Base Rent, including, without limitation, Operating Expenses and Taxes.

"Base Rent" shall have the meaning within and as illustrated in Section 7.

"Base Rent Abatement Period" shall mean the period commencing on the first day of the thirteenth (13th) full calendar month of the Term and continuing through the last day of the fifteenth (15th) full calendar month of the Term, during which Tenant's obligation to pay Base Rent and the monthly parking charges set forth in Section 34 shall be abated, but during which Tenant shall remain obligated to pay Tenant's Percentage of Operating Expenses, Taxes, and all utility charges payable under this Lease.

"Board" shall mean the Board of County Commissioners of Broward County, Florida.

"Building" shall mean the building located at 600 North Pine Island Road, Plantation, Florida 33324 (commonly referred to as the "Lakeside Office Center"), currently containing a total of approximately 134,443 rentable square feet.

"Commencement Date" shall mean the date Landlord tenders possession of the Premises to Tenant with the Substantial Completion of the Landlord's Work (as said terms are defined in Exhibit E attached hereto).

"Contract Administrator" shall mean the Director of the Broward County Real Property and Real Estate Development Division, the Assistant Director of the Broward County Real Property and Real Estate Development Division, or such other person designated by the Director of the Broward County Real Property and Real Estate Development Division, in writing, who shall serve as Tenant's authorized representative for the day-to-day administration of this Lease.

"Effective Date" shall mean the date this Lease is fully executed by the Parties, upon which this Lease shall be a fully binding obligation of the Parties.

"Event of Default" shall have the meaning as set forth in Section 24(A).

"Expiration Date" shall mean the Initial Term Expiration Date or, if Tenant exercises a Renewal Option, the last day of the Renewal Term then in effect.

"Gross Rent Abatement Period" shall mean the period commencing on the Commencement Date and continuing through the last day of the fourth (4th) full calendar month of the Term, during which Tenant's obligation to pay Base Rent, the monthly parking charges set forth in Section 34, Tenant's Percentage of Operating Expenses, Tenant's Percentage of Taxes, and all utility charges payable hereunder shall be fully abated.

"Initial Term" shall have the meaning as set forth in Section 5(A).

"Initial Term Expiration Date" shall mean the last day of the one hundred twenty-seventh (127th) complete calendar month following the Commencement Date.

"Operating Expenses" shall have the meaning as set forth in Section 9.

"Option to Terminate" shall have the meaning as set forth in Section 24(H).

"Permitted Use" shall mean Tenant's use of the Premises for general office purposes, as further described and detailed in Section 14.

"Premises" shall mean approximately 10,702 rentable square feet of space located on the fourth (4th) floor of the Building, as mutually agreed to by the Parties and as approximately shown on the floor plan attached hereto as Exhibit A.

"Property" shall mean the Building and the real property on which the Building is located identified by folio number 5041-04-11-0030 and any other buildings and improvements located thereon and shall also include all related land, property, improvements, parking facilities, common areas, driveways, sidewalks and landscaping located at 600 North Pine Island Road, Plantation, Florida 33324, and commonly known as "Lakeside Office Center."

"Renewal Option" shall have the meaning as set forth in Section 5(A).

"Renewal Term" shall have the meaning as set forth in Section 5(A).

"Rent" shall mean the aggregate of all Base Rent and Additional Rent due from Tenant to Landlord pursuant to this Lease.

"Security Deposit" shall have the meaning as set forth in Section 13.

"Taxes" shall have the meaning as set forth in Section 8.

"Tenant Improvements" shall have the meaning as set forth in Section 6(A) and Work Letter Exhibit E.

"Tenant's Percentage" shall mean 7.96% (being the ratio of 10,702 rentable square feet of the Premises to 134,443 total rentable square feet of the Building as determined by Landlord). Tenant's Percentage shall not be subject to adjustment except in the event of an actual physical expansion or reduction of the rentable area of the Premises or of the Building, in which case Tenant's Percentage shall be recalculated using the same measurement methodology used to establish the figures set forth above and shall be applied consistently to all similarly situated tenants of the Building. Landlord shall deliver written notice of any such recalculation to the Contract Administrator, together with supporting measurement documentation, not less than sixty (60) days prior to its effective date, and no such recalculation shall be applied retroactively.

"Term" shall mean the Initial Term and any Renewal Term, if exercised, as more particularly described in Section 5.

**3. EXHIBITS.** The following Exhibits listed below are incorporated into and made a part of this Lease:

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| **Exhibit A:** | **The Premises & Reserved Parking Spaces** |
| **Exhibit B:** | **Rules and Regulations** |
| **Exhibit C:** | **Commencement Letter** |
| **Exhibit D:** | **Historical Operating Expenses** |
| **Exhibit E:** | **Work Letter** |
| **Exhibit F:** | **Base Rent Payment Schedule** |

**4. THE PREMISES.** Landlord leases to Tenant, and Tenant leases from Landlord, upon and subject to the terms and conditions of this Lease, the Premises. The Premises are leased with the right of Tenant to use for its customers, employees and visitors, in common with other parties entitled thereto, such common areas and facilities as Landlord may from time to time designate and provide.

5. **TERM.** The initial term of this Lease (the "Initial Term") shall commence on the Commencement Date and continue for approximately one hundred twenty-seven (127) months, unless sooner terminated in accordance with this Lease. If Landlord is unable to deliver possession of the Premises on or prior to the anticipated Commencement Date, Landlord shall provide Tenant with written notice of the anticipated delay and a revised estimated delivery date no later than thirty (30) days prior to any material change in the delivery schedule. The Commencement Date shall be extended to the date on which Landlord delivers actual possession of the Premises. Notwithstanding the foregoing, if Landlord fails to deliver possession of the Premises within six (6) months after the originally anticipated Commencement Date (subject to extension only for Force Majeure events not to exceed an additional sixty (60) days and delays caused by Tenant or Tenant's employees, agents and contractors), Tenant shall have the right to terminate this Lease by written notice to Landlord given at any time prior to delivery of possession, whereupon all obligations of the Parties shall cease and any sums paid by Tenant shall be promptly refunded.

(A) Provided Tenant is not in default of any provision of this Lease, beyond any applicable notice and cure period, at the time of exercise and has not defaulted on the payment of any Rent more than once during the term of this Lease, Landlord hereby grants Tenant two (2) five (5) year renewal options (each, a "Renewal Option" and collectively, the "Renewal Options") to exercise and extend this Lease for an additional sixty (60) months each (each, a "Renewal Term"). Tenant must exercise a Renewal Option by providing Landlord with written notice no less than nine (9) months prior to the expiration of the Initial Term or the then-current Renewal Term, as applicable.

(B) During each Renewal Term, Base Rent shall be one hundred percent (100%) of the then-current Fair Market Rate for the Premises. "Fair Market Rate" shall mean the annual base rental rate per rentable square foot (plus annual increases) that a willing, non-compelled landlord would accept and a willing, non-compelled tenant would pay for comparable office space of similar size, quality, and location in the Plantation submarket, taking into account all relevant lease terms. If the Parties are unable to agree on the Fair Market Rate within sixty (60) days following Tenant's exercise of a Renewal Option, the Fair Market Rate shall be determined by a licensed MAI appraiser mutually selected by the Parties. If the Parties are unable to agree on an appraiser within fifteen (15) days, each Party shall select one MAI appraiser, and the two selected appraisers shall select a third. The determination of the third appraiser shall be binding. The costs of the third appraiser shall be shared equally; each Party shall bear the cost of its own appraiser. Pending final determination of the Fair Market Rate, Tenant shall continue to pay Base Rent at the rate payable during the last month of the expiring term, with a retroactive adjustment (as of the date of the commencement of the extended term) to be paid within thirty (30) days following the final determination.

6. **CONDITION OF THE PREMISES.** The Premises are leased in an "as is" and "where is" condition without any warranty of suitability, habitability or fitness for use, occupation or any particular purpose express or implied, it being agreed that Tenant has had an opportunity to examine the condition of the Premises, that Landlord has made no representations or warranties of any kind with respect to such condition, and that Landlord has no obligation to do or approve any

work or make or approve any improvements to or with respect to the Premises to prepare the same for Tenant's occupancy except as specifically provided in this section.

(A) Notwithstanding the foregoing, Landlord shall make improvements to the Premises as described in the Work Letter attached as Exhibit E. Landlord will provide turn-key construction of the Premises in accordance with mutually approved plans and Scope of Work, attached hereto as Exhibit E, Attachment 1 ("Tenant Improvements"). Such plans may be adjusted to accommodate permitting requirements. Tenant shall be responsible for all costs associated with wiring, cabling, and items such as furniture, fixtures, and equipment. Notwithstanding the foregoing, Landlord shall provide Tenant an allowance of up to $5.00 per rentable square foot of the Premises to reimburse Tenant for the actual and reasonable costs and expenses for such wiring and cabling.

7. **MONTHLY RENT.** Commencing on the Commencement Date, for the first twelve months of the Term, Base Rent shall initially be $27.00 per rentable square foot ("RSF"). Thereafter during the initial Term, commencing on the first anniversary of the Commencement Date, and continuing on each anniversary thereafter, the Base Rent shall be increased by three percent (3%) per annum, compounded. Base Rent shall be paid monthly in advance on or before the first day of each calendar month in accordance with Exhibit F, attached hereto.

The Base Rent shall not be adjusted or modified if the actual rentable square footage of the Premises varies from the rentable square footage set forth in this Section. If the Commencement Date shall be on any day other than the first day of a calendar month, Base Rent for any partial month shall be prorated based on the number of days in that month. Unless otherwise provided herein, commencing on the Commencement Date, Additional Rent shall be paid monthly in advance on or before the first day of each calendar month. If the Commencement Date shall be on any day other than the first day of a calendar month, Additional Rent for any partial month shall be prorated based on the number of days in that month. Rent shall be paid to Landlord, without notice or demand, and without deduction or offset, in lawful money of the United States of America, to Landlord's remittance address of PO Box 746487, Atlanta, GA 30374-6487, or to such other address as Landlord may from time to time designate in writing. Tenant acknowledges that the late payment of Rent or other sums due hereunder shall cause Landlord to incur costs not contemplated by this Lease, the exact amount of which shall be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed on Landlord by the terms of any mortgage or trust deed covering the Property.

(A) Tenant shall be entitled to abatement of Rent during the first fifteen (15) months of the Term as follows:

(i) During the Gross Rent Abatement Period, Tenant shall have no obligation to pay Base Rent, monthly parking charges under Section 34, Tenant's Percentage of Operating Expenses, Tenant's Percentage of Taxes, or utility charges otherwise payable hereunder (except for any after hours HVAC, charges related to any supplemental systems in the Premises, or any other consumption of utilities above office standard).

(ii) During the Base Rent Abatement Period, Tenant shall have no obligation to pay Base Rent or monthly parking charges under Section 34, but shall remain obligated to pay Tenant's Percentage of Operating Expenses, Tenant's Percentage of Taxes, and all utility charges payable hereunder.

The abatements set forth in this Section are a material inducement to Tenant's execution of this Lease and shall not be deemed advances or loans recoverable by Landlord upon any default, except as expressly provided in Section 24.

If any installment of Rent or any other sums due from Tenant shall not be received by Landlord when due, interest shall accrue on the overdue amount pursuant to Section 48 of this Lease.

8. **TAXES.** Tenant shall pay monthly, as Additional Rent, one-twelfth (1/12) of Tenant's Percentage of annual Taxes based on estimates provided by Landlord from time to time and subject to reconciliation as provided in Section 10 below. "Taxes" means all taxes, assessments and fees levied upon the Property by any governmental entity based upon the ownership, leasing, renting or operation of the Property. Landlord may allocate Taxes incurred with respect to multiple buildings on the Property among such buildings. Taxes shall not include any federal, state or local net income, capital stock, succession, transfer, replacement, gift, estate or inheritance taxes; provided, however, if at any time during the Term, a tax or excise on income is levied or assessed by any governmental entity in lieu of or as a substitute for, in whole or in part, real estate taxes or other ad valorem taxes, such tax shall constitute and be included in Taxes. In addition to the foregoing, Tenant shall pay Landlord, as Additional Rent, for any use, rent or sales tax, service tax, value added tax, franchise tax or any other tax on Rent however designated as well as for any taxes which are reasonably attributable to the cost or value of Tenant's equipment, furniture, fixtures and other personal property located in the Premises or the cost or value of any leasehold improvements made in or to the Premises by or for Tenant. All expenses, including attorneys' fees and disbursements, experts' and other witnesses' fees, incurred in contesting the validity or amount of any Taxes or in obtaining a refund of Taxes shall be considered as part of the Taxes for the year in which the expenses are incurred. For property tax purposes, to the extent allowed by Law, Tenant waives all rights to protest or appeal the appraised value of the Premises, as well as the Property, and all rights to receive notices of re-appraisement.

9. **OPERATING EXPENSES.** Tenant shall pay monthly, as Additional Rent, one-twelfth (1/12) of Tenant's Percentage of annual Operating Expenses based on estimates provided by Landlord from time to time and subject to reconciliation as provided in Section 10 below. "Operating Expenses" means and includes all expenses, costs, fees, and disbursements paid or incurred by or on behalf of Landlord for managing, operating, maintaining, improving, servicing or repairing the Building or Property and all associated plumbing, heating, ventilation, air conditioning, lighting, electrical, mechanical and other systems, including, without limitation, costs of: performing the Landlord's obligations described in Section 15; janitorial services; service, maintenance and management contracts with independent contractors; costs with respect to the management office for the Building or Property; costs for improvements made to the Property which, although capital in nature, are limited to: (i) improvements reasonably expected to reduce the normal operating costs (including utility costs) of the Property, as amortized over the period

of projected savings at a commercially reasonable interest rate; (ii) capital improvements made solely to comply with Applicable Law first enacted or interpreted after the Effective Date, as amortized using a commercially reasonable interest rate over the useful economic life of such improvements; and (iii) capital improvements made to correct life-safety code violations, as amortized over the useful economic life of such improvements at a commercially reasonable interest rate; the repair, maintenance, repaving and re-striping of any parking areas; exterior maintenance, repair and repainting; landscaping; all utilities; management fees, not to exceed three percent (3%) of gross revenues collected from the Building in any calendar year (the "Management Fee Cap"), which Management Fee Cap shall be consistent with the market rate for comparable professional property management services in the Plantation/Fort Lauderdale submarket; supplies and sundries; sales or use taxes on supplies or services; fees, charges or assessments under any easement, license, declaration, restrictive covenant or any other agreement or document impacting the Property; legal and accounting expenses; Insurance Premiums; and compensation, fringe benefits, worker's compensation insurance premiums, and payroll taxes for on-site personnel engaged directly and exclusively in the operation, administration, maintenance and repair of the Property, allocated on a pro-rata basis among all buildings or properties managed by or on behalf of Landlord for which such personnel provide services; provided, however, that (A) off-site management personnel and corporate overhead shall not be included in Operating Expenses except to the extent encompassed within the management fee permitted hereunder, and (B) personnel costs shall not include bonuses, severance payments, or compensation for employees whose duties are not primarily related to the Property. Operating Expenses attributable to the Premises, and as assessed in 2025, are identified and itemized within Exhibit D, attached hereto.

Notwithstanding the foregoing, Operating Expenses shall not include: (a) costs of capital improvements that primarily benefit Landlord's equity position or that increase the rentable area of the Building; (b) costs of any capital improvement to the extent the cost of such improvement is recovered through insurance proceeds; or (c) any capital expenditure that is not amortized as provided herein, and instead is expensed in a single year. Landlord may allocate any item of Operating Expenses among different portions or occupants of the Building or Property based on use or other considerations as determined by Landlord in Landlord's reasonable discretion. If there is less than ninety five percent (95%) occupancy during any period, Landlord may adjust those Operating Expenses that are affected by variations in occupancy levels to the amount of Operating Expenses that would have been incurred had there been ninety five percent (95%) occupancy. Operating Expenses shall not include costs of alterations to the premises of other tenants of the Property, depreciation charges, interest and principal payments on mortgages, ground rental payments and real estate brokerage and leasing commissions; costs incurred for Landlord's general overhead and any other expenses not directly attributable to the operation and management of the Building or the Property; costs of selling or financing any of Landlord's interest in the Property; costs incurred by Landlord for the repair of damage to the Property to the extent that Landlord is reimbursed by insurance proceeds; and the costs of services and utilities separately chargeable to individual tenants of the Building.

Landlord hereby agrees that, solely for purposes of determining Tenant's Percentage of Operating Expenses, the portion of Operating Expenses attributable to items other than taxes, insurance, utilities, weather related events, those intended to reduce Operating Expenses, those imposed by governmental code, laws or ordinances, and other items outside of Landlord's reasonable control (such portion being referred to herein as the "Controllable Expenses") shall not increase by more than five percent (5%) annually, on a cumulative and compounded basis. For purposes of this Section, Controllable Expenses shall not include real estate taxes, insurance premiums, utilities (including electricity, water, sewage, and related charges), and any costs imposed by a governmental authority or arising from events outside Landlord's reasonable control, which categories shall not be subject to the foregoing cap. For the avoidance of doubt, janitorial services, janitorial supplies, and management fees shall be subject to the five percent (5%) annual cap on Controllable Expenses.

**10. RECONCILIATION**. Any failure by Landlord to deliver any estimate or statement of Additional Rent required under this Lease shall not operate as a waiver of Landlord's right to collect all or any portion of Additional Rent due hereunder. On an annual basis, Landlord shall provide Tenant with a statement of all actual Operating Expenses and Taxes for the preceding year. If Tenant has made estimated payments of Operating Expenses or Taxes in excess of the actual amount due, Landlord shall credit Tenant with any overpayment against the next Rent otherwise due, provided, however, if such overpayment occurs within the final year of the Term, then Landlord shall refund any overpayment within thirty (30) days after completion of the reconciliation. If the actual amount due exceeds the estimated payments made by Tenant during the preceding year, Tenant shall pay the difference to Landlord within thirty (30) calendar days and such obligation shall survive the expiration or earlier termination of this Lease.

**11. INSURANCE.**

(A) Tenant is a self-insured political subdivision of the State of Florida and is subject to the limitations of liability set forth in Section 768.28, Florida Statutes, as may be amended from time to time. Tenant's self-insured liability program operates in accordance with said statute. Tenant maintains a fully self-insured and self-administered Workers' Compensation program in compliance with Chapter 440, Florida Statutes. Tenant further self-insures and self-administers all automobile-related property damage and bodily injury claims.

(B) Pursuant to Section 768.28(5)(a), Florida Statutes, neither the State nor its agencies or subdivisions shall be liable to pay a claim or judgment by any one person in excess of Two Hundred Thousand Dollars ($200,000), nor any claim or judgment, or portions thereof, which when totaled with all other claims or judgments arising out of the same incident or occurrence, exceeds Three Hundred Thousand Dollars ($300,000).

(C) Tenant's self-insurance fund shall provide primary coverage for any claim brought against Tenant.

(D) Tenant shall provide written verification of liability protection in accordance with applicable Florida law prior to or as otherwise reasonably requested by Landlord. Nothing herein shall be deemed to waive Tenant's sovereign immunity or to increase the limits of liability as established by Section 768.28, Florida Statutes.

(E) Notwithstanding Tenant's status as a self-insured political subdivision of the State of Florida, Tenant shall require all contractors and subcontractors used by Tenant for work or other activities on or about the Premises to meet the following insurance requirements:

(i) Commercial General Liability insurance with limits of at least $1,000,000 per occurrence, $2,000,000 general aggregate, and, if the Tenant manufactures or produces a product, $2,000,000 products completed operations aggregate or such larger amounts as Landlord may reasonably require from time to time, covering bodily injury and property damage arising out of the use of the Premises, as well as products/completed operations, contractual liability, personal injury and advertising liability;

(ii) Worker's Compensation insurance as required by the state in which the Premises is located covering occupational injuries or disease to all employees of Tenant for work or other activities on or about the Premises. Such policy shall include Employer's Liability limits of at least $500,000 bodily injury by accident-each accident, $500,000 bodily injury by disease-each employee, and $500,000 bodily injury by disease-policy limit;

(iii) Business Automobile Liability insurance for all scheduled and hired vehicles used by the Tenant, its employees or agents. Such policy shall include a combined single limit of liability of at least $1,000,000 each accident for bodily injury and property damage;

(iv) Excess or Umbrella Liability insurance with a limit of at least $5,000,000 general aggregate and $2,000,000 per occurrence providing additional limits of insurance over the primary per occurrence and aggregate limits of the Commercial General Liability (including bodily injury, property damage, products/completed operations, personal/advertising injury and contractual liability), Employer's Liability, and Business Auto Liability insurance required in (i), (ii), and (iii) above; and

(v) Property insurance covering direct physical damage to Tenant's personal property and any property in the care, custody, and control of the Tenant. In addition, this policy shall cover direct physical damage to all alterations, additions, improvements (including carpeting, floor coverings, paneling, decorations, fixtures and any improvements or betterments to the Premises made by Tenant or by Landlord at Tenant's request or for Tenant's benefit) situated in or about the Premises. Such coverage shall be for the full replacement value of the covered property.

Tenant shall provide Landlord with a certificate of insurance for each policy simultaneously with the delivery of an executed counterpart of this Lease and endeavor to provide at least thirty (30) days prior to each renewal of such insurance. Such certificates of insurance shall be on an ACORD Form 25 and 24 or ISO Form 2026 or their equivalent, shall certify that such policy has been or shall be issued and that it provides the coverage and limits required above, and shall provide thirty (30) days written notice of cancellation for non-payment of premium and that carrier shall endeavor to notify the Landlord in a timely manner in writing if the insurance coverage shall materially change. Notwithstanding the foregoing, it is the Tenant's responsibility to notify the Landlord upon any material change or cancellation of the insurance coverage. In addition to providing the certificates of insurance required herein, Tenant shall also promptly furnish any additional information, including complete copies of any insurance policies required under this Section, as Landlord may request from time to time pertaining to such insurance coverage required by this Section. Tenant shall notify Landlord in writing at least thirty (30) days in advance if Tenant intends to or receives a notice that its insurance company intends to cancel or "non-renew" such insurance for any reason. In the event that the applicable statutory time period is less than sixty

(60) days, then Tenant shall notify Landlord within three (3) business days of receipt of any cancellation or non-renew notice.

(F) Landlord shall carry or cause to be carried such insurance in amounts and with deductibles as a reasonably prudent landlord would purchase and maintain with respect to the Property. Tenant shall pay Tenant's Percentage of Landlord's insurance premiums ("Insurance Premiums") during the Term of the Lease as a part of Operating Expenses. Tenant shall not do or permit to be done anything which shall contravene, invalidate, or increase the cost of the Landlord's insurance and shall comply with all rules, orders, regulations, requirements and recommendations of Landlord or its insurance companies relating to or affecting the condition, use, or occupancy of the Premises. If Tenant does conduct any activity within or about the Premises that results in an increase to the cost of Landlord's insurance Tenant shall reimburse Landlord for the entire amount of such additional premiums or surcharges on demand.

(G) The limits required by this Lease, or as carried by Tenant, will not limit the liability of Tenant or relieve Tenant of any obligations hereunder, except to the extent provided for under Section 12 below (Waiver of Subrogation). Any deductibles selected by Tenant will be the sole responsibility of Tenant.

**12. WAIVER OF SUBROGATION.** Notwithstanding any other language of this Lease to the contrary, Landlord and Tenant each waive their respective rights to recover from the other for any and all loss of or damage to their respective property if such loss or damage is covered, or required by this Lease to be covered, by insurance. Tenant shall obtain an endorsement acknowledging such waiver from its insurance company(s) evidencing compliance with this section.

**13. SECURITY DEPOSIT.** Within five (5) business days of execution of this Lease, Tenant shall deposit with Landlord the amount of $39,011.00 (equal to one (1) month's Base Rent plus estimated monthly Operating Expenses and parking at Year 1 rates) (the "Security Deposit"). Provided that Tenant has paid all amounts due and has otherwise performed all obligations hereunder, the Security Deposit shall be returned to Tenant without interest within sixty (60) days of the expiration of the Term, further provided that Landlord may deduct from the Security Deposit prior to returning it any amounts owed by Tenant to Landlord. If Tenant defaults under any provision of this Lease, Landlord may, but shall not be obligated to, apply all or any part of the Security Deposit to cure the default. In the event Landlord elects to apply the Security Deposit as provided for above, Tenant shall, within five (5) days after Landlord's demand, restore the Security Deposit to the original amount. Furthermore, if Tenant commits two (2) or more Events of Default that remain uncured beyond all applicable notice and cure periods during any twelve (12) month period, then, without limiting Landlord's other rights and remedies, Landlord may increase the Security Deposit to an amount not to exceed two (2) month's then-current Rent. Within thirty (30) days after written notice of such increase delivered to the Contract Administrator, Tenant shall submit to Landlord the required additional sums, and Tenant's failure to do so shall be subject to the notice and cure provisions of Section 24, prior to constituting an Event of Default. Landlord may, at its discretion, commingle the Security Deposit with its other funds. Upon any sale or other conveyance of the Building, Landlord may transfer the Security Deposit (or any amount of the Security Deposit remaining) to a successor owner, and Tenant agrees to look solely to the successor owner for repayment of the same. The Security Deposit shall not operate as a limitation on any recovery to which Landlord may be entitled. Notwithstanding the foregoing, Tenant's obligations under this Section 13 are subject to the limitations of applicable Florida law governing funds of governmental entities, and Landlord's remedies with respect to the Security Deposit shall be limited to those permissible under such law.

**14. USE.** The Premises shall be used for the Permitted Use and for no other purposes whatsoever. Tenant shall use the Premises solely for an operations center and administrative facility for Broward County Transit. By way of example and not limitation, if the Permitted Use allows Tenant the right to use the Premises for general office use, general office use shall not include medical office use or any similar use, laboratory use, classroom use, an executive suite or similar use, any use not characterized by applicable zoning and land use restrictions as general office use, any use which would require Landlord or Tenant to obtain a conditional use permit or variance from any federal, state or local authority, or any other use not compatible, in Landlord's sole judgment, with a first class office building. Tenant shall not do or permit to be done in or about the Premises, Building or Property anything which is prohibited by any ordinance, order, rule, regulation, certificate of occupancy, or other governmental requirement, now in force or which may hereafter be enacted, including, without limitation, the Americans with Disabilities Act of 1990, as amended (collectively, "Applicable Law"). Tenant shall comply with all Applicable Law in its use of the Premises and common areas of the Property. This Lease and Tenant's rights hereunder are expressly subject to all matters of record affecting the Premises, and Tenant shall comply with all such matters of record. Tenant shall not use any substantial portion of the Premises for a "call center," any other telemarketing use, or any credit processing use. Tenant shall use and cause all contractors, agents, employees, invitees and visitors of Tenant to use the Premises and any common areas of the Building and the Property in such a manner as to prevent waste, nuisance and any disruption of other occupants. Tenant shall not place a load upon any floor in the Premises exceeding the floor load per square foot of area which such floor was designed to carry or which is allowed by law. Tenant shall, at Tenant's sole cost and expense, make any changes necessary to bring the Premises into compliance with any Applicable Law. The judgment of any court of competent jurisdiction or the admission by Tenant in any action or proceeding against Tenant, whether Landlord is a party thereto or not, that Tenant has violated any Applicable Law in the use or occupancy of the Premises, Building or Property shall be conclusive of that fact as between Landlord and Tenant. Occupants within the Premises shall at no time exceed one person for each one hundred (100) rentable square feet in the Premises.

**15. MAINTENANCE; SERVICES.** Excepting only those obligations for which Landlord is expressly responsible pursuant to this Section, Tenant shall keep the Premises clean and in good order and condition, reasonable wear and tear excepted, and shall be responsible for: (i) Tenant's own personal property, trade fixtures, equipment, furniture, and inventory brought into the Premises after Substantial Completion; (ii) any damage to the Premises caused by the Tenant, its employees, agents, contractors, or invitees; (iii) pest and rodent control within the Premises to the extent caused by Tenant's use; and (iv) phone and data cabling and related equipment installed by Tenant, if any. Except to the extent caused or resulting from the negligence or misconduct of Tenant (or Tenant's agents, employees, contractors, subtenants, licensees or assigns), Tenant shall have no obligation to maintain, repair, or replace any building system, structural component, mechanical, electrical, plumbing system, HVAC system, cabling or wiring installed as part of the Tenant Improvements, lighting fixtures, doors, partitions, or any other component of the Premises that is included within Operating Expenses paid by Tenant. All repairs and replacements required of Tenant in connection herewith shall be of a quality and class at least equal to the minimum building standards established by Landlord and shall be done in a good and workmanlike manner in compliance with all Applicable Law and the terms and conditions of this Lease. If Tenant fails to maintain the Premises in compliance with the terms hereof and such failure continues for thirty (30) days after written notice from Landlord specifying the nature of the required maintenance (or such longer period as is reasonably necessary if the nature of the maintenance cannot be completed within thirty (30) days, provided Tenant commences cure within such thirty (30) day period and diligently pursues completion) (further provided that if such failure creates an emergency or risk to person or property, Landlord shall have no obligation to provide any prior notice or opportunity to cure), Landlord shall have the right to perform such maintenance at Tenant's reasonable expense, which shall be payable as Additional Rent within thirty (30) days of Landlord's written invoice therefor. For the purposes of this provision, an "emergency" means a condition that poses an imminent risk of serious bodily injury to building occupants or irreparable damage to the Premises requiring immediate remediation, as determined by the Landlord, reasonably and in good faith. Even in the event of an emergency, Landlord shall use commercially reasonable efforts to provide contemporaneous verbal notice to Tenant's Contract Administrator, confirmed in writing (via email or written notice) within twenty-four (24) hours.

If Tenant uses heat generating machines or equipment in the Premises that materially affect the temperature otherwise maintained by the heating, ventilating and air conditioning system, Landlord reserves the right to install supplementary units for the Premises and the cost thereof, including the cost of installation, operation and maintenance, shall be paid by Tenant to Landlord as Additional Rent upon demand. Should Tenant require any additional service not provided by Landlord pursuant to this Lease, including any services furnished outside the Building's normal business hours, Landlord may, but shall not be obligated to, furnish such additional service and Tenant agrees to pay Landlord's charges therefor, including a reasonable administrative fee, any taxes imposed thereon, and, where appropriate, a reasonable allowance for depreciation of any systems being used to provide such service, within thirty (30) days after Landlord has delivered to Tenant an invoice therefor. The costs incurred by Landlord in providing HVAC service to Tenant at a time other than Normal Business Hours (defined below), shall be at the initial rate of fifty dollars ($50.00) per hour, subject to increase from time to time. Notwithstanding anything in this Lease to the contrary, as part of Landlord's energy-saving program for the Building, Landlord will provide HVAC service during Normal Business Hours on Saturday on a limited basis at no cost to Tenant so long as Tenant delivers to Landlord advance notice of Tenant's requirement for such service before 9:00 p.m. on the preceding Business Day. Notwithstanding the foregoing, Landlord shall not be required to furnish electrical current for equipment whose electrical energy consumption exceeds normal office usage, and in no event shall Landlord be required to provide capacity or install improvements for electrical current beyond such capacity and improvements that currently exist in the Building. In addition, Tenant shall not install any electrical equipment requiring special wiring or requiring voltage in excess of 110 volts unless approved in advance by Landlord, which approval shall not be unreasonably withheld.

Landlord shall maintain the roof, foundation, exterior walls, structural portions, elevators, if any, any common areas, and all base-building electrical, plumbing, mechanical, HVAC, and fire protection systems, including all such systems and infrastructure that serve, pass through, or are located within the Premises as part of the Building's base-building infrastructure, the cost of which shall be included as a part of Operating Expenses. Notwithstanding the foregoing, Tenant shall be solely responsible for the maintenance and repair of: (i) supplemental HVAC units, controls, or systems installed by or for Tenant's exclusive use beyond the base-building HVAC capacity; (ii) dedicated electrical panels, circuits, or distribution equipment installed by or for Tenant beyond the base-building electrical system; and (iii) any other mechanical, electrical, or plumbing systems installed by Tenant as Alterations after the Commencement Date that are not part of the Tenant Improvements described in Exhibit E. Landlord shall have no obligation to make any repairs unless Landlord has first received written notice of the need for such repairs from Tenant; provided, however, that in the event of an emergency condition affecting the Premises or Tenant's operations, Landlord shall use commercially reasonable efforts to commence remediation within two (2) business days of receipt of Tenant's notice. Any damage to the Property occasioned by the negligence or willful act of Tenant or any person claiming under Tenant, or contractors, agents, employees, invitees or visitors of Tenant or any such person, shall be repaired by and at the sole expense of Tenant, except that Landlord shall have the right, at its sole option, to make such repairs and to charge Tenant for all costs and expenses incurred in connection therewith and Tenant shall pay the cost therefor as Additional Rent upon demand.

In addition to the foregoing, during normal hours of operation of the Building throughout the Term, Landlord shall provide: (i) reasonable quantities of electricity for the common areas; (ii) electricity for Tenant's normal office use; (iii) heating, ventilation and air conditioning as required in Landlord's reasonable judgment for the comfortable use and occupancy of the Premises during the normal hours of operation of the Building; (iv) building standard window washing and janitorial services; (v) water for drinking, cleaning and restroom purposes only; (vi) elevators for ingress and egress to the floor on which the Premises are located, in common with other tenants, provided that Landlord may limit the number of operating elevators outside of normal hours of operation of the Building and during repairs; and (vii) such other services as Landlord reasonably determines are necessary or appropriate. The normal hours of operation of the Building ("Normal Business Hours") shall be 8 a.m. to 6 p.m. Monday through Friday (except holidays) and 8 a.m. to 1 p.m. on Saturday (except holidays), subject to adjustment from time to time by Landlord.

**16. SUBLEASE; ASSIGNMENT.** Tenant shall not mortgage, pledge, hypothecate or otherwise encumber its interest in this Lease. Tenant shall not allow the Premises to be occupied, in whole or in part, by any other party and shall neither sublet the Premises, in whole or in part, nor assign this Lease, nor amend any sublease or assignment to which Landlord has consented, without in each case obtaining the prior written consent of Landlord. Any sublease or assignment, or amendment to any sublease or assignment, without Landlord's prior written consent shall, at Landlord's option, be null, void and of no effect, and shall, at Landlord's option, constitute an Event of Default. The provisions of this section shall apply to a transfer, by one or more transfers, of all, or substantially all, of the business or assets of Tenant, of a majority of the stock, partnership or membership interests, or other evidences of ownership, of Tenant, and of any shares, voting rights or ownership interests of Tenant which results in a change in the identity of the entity or entities which exercise, or may exercise, effective control of Tenant as if such transfers were an assignment of this Lease. Tenant must request Landlord's consent to any assignment or sublease at least sixty (60) days prior to the proposed effective date of the assignment or sublease. At the time of its request, Tenant shall provide Landlord in writing: (a) the name and address of the proposed assignee or subtenant, (b) a complete copy of the proposed assignment or sublease, (c) reasonably satisfactory information about the nature, business, and business history of the proposed assignee or subtenant and its proposed use of the Premises, and (d) banking, financial or other credit information about the proposed assignee or subtenant sufficient to enable Landlord to determine its financial condition and operating performance. Landlord shall not unreasonably withhold or delay its consent to Tenant's written request to sublease the Premises or assign this Lease which is made in compliance with the terms and conditions of this Section. Without limiting the other instances in which it may be reasonable for Landlord to withhold its consent to an assignment or sublease, Landlord's refusal to consent to any proposed assignment or sublease shall not be unreasonable if: (a) the financial condition or operating performance of the proposed subtenant or assignee, determined in Landlord's reasonable discretion, is less than the greater of the financial condition or operating performance of the Tenant on (i) the date of execution of this Lease or (ii) the date of Tenant's request for Landlord's consent to the proposed assignment or sublease, (b) Tenant is in default under any of the terms, covenants or conditions of this Lease, (c) the proposed use of the Premises may result in: (i) increased wear and tear on the Premises, Building or Property or (ii) any adverse effect on other tenants in the Building or adjacent buildings owned by Landlord, (d) the proposed subtenant or assignee is a governmental agency, (e) Landlord has space available elsewhere in the Building which can accommodate the needs of the proposed subtenant or assignee or the proposed subtenant or assignee is a prospect to whom Landlord has made a proposal for the lease of space within the market area within the prior six (6) months, (f) the proposed assignee or subtenant is a tenant in any building owned by Landlord or any affiliate of Landlord including, without limitation, the Building, (g) the proposed subtenant or assignee would cause Landlord to be in violation of any covenant or restriction contained in another lease or other agreement, or (h) Landlord's lender, if any, does not consent to the proposed sublease or assignment. Notwithstanding subsection (d) of this Section 16, Landlord's consent to a sublease permitted under the preceding governmental carve-out provisions shall not be withheld on the basis that the proposed subtenant is a governmental agency.

No subletting or assignment shall release Tenant from Tenant's obligations under this Lease or alter the primary liability of Tenant to pay the Rent and to perform all other obligations to be performed by Tenant hereunder. Any subtenant shall, at Landlord's election, attorn to Landlord following any early termination of this Lease and any assignee shall be jointly and severally liable for the full performance of all of Tenant's obligations hereunder. Landlord may require, as a condition to granting Landlord's consent with respect to the provisions of this section, that the proposed subtenant or assignee enter into a written agreement with Landlord confirming the obligations of such subtenant or assignee under this Lease. If Tenant receives rent or other payments under any assignment or sublease in excess of the payments made by Tenant to Landlord under this Lease (as such amounts are adjusted on a per square foot basis if less than all of the Premises is transferred), then Tenant shall pay Landlord two-thirds of such excess. Landlord's consent to one assignment or sublease shall not be deemed a waiver of the requirement of Landlord's consent to any subsequent assignment or sublease. In the event Tenant seeks to assign its interest in this Lease, and Landlord does not consent to such proposed assignment, Landlord may elect to terminate this Lease in its entirety, and the last day of the Term of this Lease shall be the thirtieth (30th) day after Landlord notifies Tenant of Landlord's election to terminate this Lease. In the event Tenant seeks to sublet all or any portion of the Premises and Landlord does not consent to such proposed sublease, Landlord may elect to terminate this Lease with respect to the portion of the Premises that would be subject to such sublease and the last day of the Term of this Lease for such space shall be the thirtieth (30th) day after Landlord notifies Tenant of Landlord's election to terminate this Lease and, if less than the entire Premises is affected, Landlord shall have the right to perform any alterations to make such space a self-contained rental unit.

Notwithstanding anything in this Section 16 to the contrary, and in recognition of Tenant's status as a political subdivision of the State of Florida: (a) Tenant may, without Landlord's prior consent but upon thirty (30) days' prior written notice to Landlord, replace the occupying Broward County division or department with any other Broward County division or department, provided Tenant (Broward County) remains fully liable under this Lease; (b) Tenant may sublease all or any portion of the Premises to another governmental agency or instrumentality of the State of Florida or the federal government, subject to Landlord's prior written approval (not to be unreasonably withheld, conditioned, or delayed), provided Tenant shall remain primarily liable for all obligations hereunder; and (c) any governmental reorganization, consolidation, or restructuring of Broward County operations shall not constitute an assignment requiring Landlord's consent, provided the successor governmental entity assumes all obligations of Tenant under this Lease. All use and occupancy of the Premises shall at all times be in accordance with the terms of this Lease.

17. **INDEMNITY; NON-LIABILITY OF LANDLORD.** Except to the extent prohibited by law, as a material part of the consideration for Landlord's execution of this Lease, subject to the limitations of Section 768.28, Florida Statutes, and without waiving sovereign immunity, Tenant shall be responsible for losses, liabilities, and damages arising directly from (i) the acts or omissions of Tenant, its contractors, agents, or employees in connection with the use or occupancy of the Premises, or (ii) any breach of this Lease by Tenant, in each case to the extent Tenant's liability is not barred or limited by Florida law. Nothing herein shall be construed as Tenant holding Landlord harmless or as Tenant assuming liability for Landlord's own negligence. This Section 17 shall survive the termination or expiration of this Lease.

Landlord, to the fullest extent not prohibited by Applicable Law, shall not be liable for any damage occasioned by failure to keep the Premises, Building or Property in repair, nor for any damage done or occasioned by or from plumbing, gas, electricity, water, sprinkler, or other pipes or sewerage or the bursting, leaking or running of any pipes, tank or plumbing fixtures, in, above, upon or about the Premises or the Building nor from any damage occasioned by water being upon or coming through the roof, skylights, trap door or otherwise, nor for any damages arising from acts, or neglect of co-tenants or other occupants of the Building or of any owners or occupants of adjacent or contiguous property, nor for any loss of or injury to property or business occurring, through, in connection with or incidental to the failure to furnish any such services or the interruption of any services to the Premises. Further, Landlord shall not be liable or responsible to Tenant for any loss or damage to any property or person occasioned by theft or any other criminal act, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, law of requisition or order of any governmental authority.

Landlord shall not be liable in any event for incidental or consequential damages to Tenant by reason of any default by Landlord hereunder, whether or not Landlord is notified that such damages may occur. The term "Landlord", as used in this Lease, so far as covenants or obligations to be performed by Landlord are concerned, means only the owner or owners at the time in question of the Landlord's interest in the Building, and in the event of any transfer or transfers of title to the Landlord's interest in the Building, the Landlord herein named (and in case of any subsequent transfers or conveyances, the then grantor) shall be automatically freed and relieved from and after the date of such transfer or conveyance of all liability as respects the performance of any covenants or obligations on the part of the Landlord contained in this Lease thereafter to be performed. Tenant's sole recourse against Landlord, and any successor to the interest of Landlord in the Premises, is to the interest of Landlord, and any successor, in the Premises and the Building of which the Premises are a part. In no event whatsoever shall Landlord or any beneficiary of any trust of which Landlord is a trustee or any of Landlord's officers, directors, partners, managers, members, shareholders, agents, attorneys and employees ever be personally liable hereunder.

Notwithstanding anything in this Section 17 or elsewhere in this Lease to the contrary, any indemnification or liability obligation of Tenant (Broward County) is subject to and limited by Section 768.28, Florida Statutes, as amended from time to time. Nothing in this Lease shall be construed as a waiver by Tenant of sovereign immunity, and Tenant does not consent to be sued by third parties by virtue of this Lease. Each indemnification provision of this Lease shall be construed consistent with Tenant's status as a political subdivision of the State of Florida.

**18. UTILITIES.** All base building utilities serving the Premises (including electricity, water, sewage, gas, and related charges, but excluding telephone/cable/internet/data) are included within Operating Expenses and Landlord shall not separately meter the Premises for any utility service that is included within Operating Expenses without Tenant's prior written consent, as given by Tenant's Contract Administrator. In the event any utility serving only the Premises is separately metered, Tenant's proportionate share of such utility costs as allocated through Operating Expenses shall be accordingly reduced to prevent double payment. Landlord shall not be liable for any loss or damage arising from interruption of utility service to the Premises or Building. To ensure the proper functioning and protection of all utilities, Tenant agrees to abide by all reasonable regulations and requirements which Landlord may prescribe and to allow Landlord and its utility providers access to all electric lines, feeders, risers, wiring, and any other machinery within the Premises. Tenant shall not use the building systems in excess of their capacity, use, or overall load, which Landlord, in its sole discretion, deems to be standard for the Building. If Tenant utilizes or requires utilities or services in quantities greater than that generally furnished by Landlord, provided that Landlord shall have no obligation to provide such utilities or services, Tenant shall pay to Landlord, upon demand therefor, Landlord's charges, costs, and expenses related thereto, including, without limitation, the installation of any new lines, equipment, or fixtures related to such additional or excess use.

**19. HOLDING OVER.** If Tenant or any party claiming by or under Tenant remains in occupancy of the Premises or any part thereof beyond the expiration or earlier termination of this Lease, such holding over shall be without right and a tenancy at sufferance, and Tenant shall be liable to Landlord for any loss or damage incurred by Landlord as a result thereof, including consequential damages. In addition, for each month or any part thereof that such holding over continues, Tenant shall pay to Landlord a monthly fee for the use and occupancy of the Premises equal to the greater of (a) the monthly fair market rental for the Premises and (b) one hundred twenty-five percent (125%) for the first sixty (60) days of holdover and thereafter one hundred fifty percent (150%) of the Rent payable for the month immediately preceding such hold over, and there shall be no adjustment or abatement for any partial month. The provisions of this Section shall not be deemed to limit or exclude any of Landlord's rights of re-entry or any other right granted to Landlord hereunder, at law or in equity.

**20. NO RENT DEDUCTION OR SET OFF.** Tenant's covenant to pay Rent is and shall be independent of each and every other covenant of this Lease. Tenant agrees that any claim by Tenant against Landlord shall not be deducted from Rent nor set off against any claim for Rent in any action. No payment by Tenant or receipt by Landlord of a lesser amount than the Rent herein stipulated shall be deemed to be other than on account of the earliest stipulated Rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or pursue any remedy provided in this Lease or at law. In connection with the foregoing, Landlord shall have the absolute right in its sole discretion to apply any payment received from Tenant to any account or other payment of Tenant then not current and due or delinquent.

**21. CASUALTY.** If the Premises or any part thereof are damaged by fire or other casualty, Tenant shall give prompt notice thereof to Landlord. If the Premises or the Building are totally or partially damaged or destroyed by fire or other casualty, thereby rendering the Premises totally or partially inaccessible or unusable, Landlord shall diligently restore and repair the Premises and the Building to substantially the same condition they were in prior to such damage. Provided that such damage was not caused by the act or omission of Tenant or any of its employees, agents, licensees, invitees or subtenants, until the repair and restoration of the Premises is completed Base Rent shall be abated for that part of the Premises that Tenant is unable to use without substantial interference and is not occupied while repairs are being made, based on the ratio that the amount of unusable rentable area bears to the total rentable area of the Premises. Landlord shall bear the costs and expenses of repairing and restoring the Premises and the Building, provided, however, that Landlord shall not be obligated to spend more than the net proceeds of insurance proceeds made available for such repair and restoration nor shall Landlord be obligated to repair or restore, or to pay for the repair or restoration of, any furnishings, equipment or personal property belonging to Tenant or any alterations, additions, or improvements (including carpeting, floor coverings, paneling, decorations, fixtures) made to the Premises or Building by Tenant or by Landlord at Tenant's request or for Tenant's benefit. It shall be Tenant's sole responsibility to repair and restore all such items.

If the Premises is materially damaged as a result of a casualty such that Tenant cannot operate in the Premises and Landlord elects not to terminate this Lease and Landlord does not substantially complete the repair/restoration of the Premises as required herein within three hundred (300) days following the date of casualty, then Tenant may terminate this Lease upon written notice to Landlord as of the end of such three hundred (300) day period by providing written notice to Landlord, such termination to be effective thirty (30) days after notice from Tenant is received by Landlord, unless Landlord substantially completes the repairs within such thirty (30) day period upon which the Tenant's termination shall be vitiated and the Lease shall continue in full force and effect.

Notwithstanding the foregoing, (a) if there is a destruction of the Building that exceeds twenty five percent (25%) of the replacement value of the Building from any risk, whether or not the Premises are damaged or destroyed, or (b) if Landlord reasonably believes that the repairs and restoration cannot be completed despite reasonable efforts within ninety (90) days after the occurrence of such damage, or (c) if Landlord reasonably believes that there shall be less than two (2) years remaining in the Term (exclusive of any extension options) upon the substantial completion of such repairs and restoration, or (d) if any mortgagee or lender fails or refuses to make sufficient insurance proceeds available for repairs and restoration, or (e) if zoning or other Applicable Law or regulations do not permit such repairs and restoration, Landlord shall have the right, at its sole option, to terminate this Lease by giving written notice of termination to Tenant within one hundred eighty (180) days after the occurrence of such damage. If this Lease is terminated pursuant to the preceding sentence, all Rent payable hereunder shall be apportioned and paid to the date of termination.

All time periods provided in this Section for Landlord's performance shall be subject to extension on account of delays in effectuating a satisfactory settlement with any insurance company involved and events beyond Landlord's reasonable control. In the event of any damage or destruction to the Building or Premises, it shall be Tenant's responsibility to secure the Premises and, upon notice from Landlord, to remove forthwith, at its sole cost and expense, property belonging to Tenant or its licensees from such portion of the Premises as Landlord shall request.

22. **SUBORDINATION; ESTOPPEL LETTERS.** This Lease is expressly subject and subordinate to any current or future mortgage or mortgages placed on the Property and to all other documents executed in connection with any such mortgage. Tenant agrees not to pay rent more than thirty (30) days in advance and to attorn to any party acquiring rightful possession of the Premises by or through any such mortgage. Tenant agrees that from time to time it shall deliver to Landlord or Landlord's mortgagee or designee within ten (10) business days of the date of Landlord's or Landlord's mortgagees or such other designee's request, a statement, in writing, certifying (i) that this Lease is unmodified and in full force and effect, if this is so, or if there have been modifications, that the Lease, as modified, is in full force and effect; (ii) the dates to which Rent and other charges have been paid; (iii) that Landlord is not in default under any provisions of this Lease or, if in default, the nature thereof in detail; (iv) the subordination of this Lease to any current or future mortgage or mortgages placed on the Property by Landlord and Tenant's agreement to attorn to any party acquiring rightful possession of the Premises by or through any such mortgage; and (v) such other true statements as Landlord or Landlord's mortgagee or designee may require. Tenant's failure to execute and deliver such statements within the time required shall, at Landlord's election, be an Event of Default and shall also be conclusive upon Tenant that (a) this Lease is in full force and effect and has not been modified except as represented by Landlord; (b) that Landlord is not in default under any provisions of this Lease and that Tenant has no right of offset, counterclaim or deduction against Rent; and (c) not more than one month's Rent has been paid in advance.

Notwithstanding the foregoing, Landlord shall use commercially reasonable efforts to obtain, from any current or future mortgagee or ground lessor, a Subordination, Non-Disturbance, and Attornment Agreement ("SNDA") in favor of Tenant, on such mortgagee's or ground lessor's standard form, subject to commercially reasonable negotiation. The execution and delivery of any SNDA shall not be a condition precedent to, nor delay, the execution of this Lease by Tenant.

23. **ALTERATIONS; RESTORATION.**

(A) Tenant shall not make or permit to be made any alterations, additions, or improvements in or to the Premises ("Alterations") without first obtaining the prior written consent of Landlord which consent may be withheld in Landlord's sole discretion. All Alterations (i) must comply with all Applicable Law, (ii) must be compatible with the Building and its mechanical, electrical, heating, ventilating, air-conditioning and life safety systems; (iii) must not interfere with the use and occupancy of any other portion of the Building by any other tenant or their invitees; and (iv) must not affect the integrity of the structural portions of the Building. In addition, Landlord may impose as a condition to such consent such additional requirements as Landlord in its sole discretion deems necessary or desirable, including, without limitation: (a) Tenant's submission to Landlord, for Landlord's prior written approval, of all plans and specifications relating to the Alterations; (b) Landlord's prior written approval of the time or times when the Alterations are to be performed; (c) Landlord's prior written approval of the contractors and subcontractors performing work in connection with the Alterations; (d) Tenant's receipt of all necessary permits and approvals from all governmental authorities having jurisdiction over the Premises prior to the construction of the Alterations; (e) Tenant's delivery to Landlord of such bonds and insurance as Landlord customarily requires; (f) Tenant's payment to Landlord of a commercially reasonable fee for Landlord's supervision of any Alterations; (g) Tenant's and Tenant's contractor's compliance with such construction rules and regulations and building standards as Landlord promulgates from time to time; and (h) Tenant's delivery to Landlord of "as built" drawings of the Alterations in such form or medium as Landlord may require. All direct and indirect costs relating to any modifications, alterations or improvements of the Building, whether outside or inside of the Premises, required by any governmental agency or by law as a condition or as the result of any Alteration requested or effected by Tenant shall be borne by Tenant. Landlord may elect to perform such modifications, alterations or improvements (at Tenant's sole cost and expense) or require such performance directly by Tenant. Tenant shall not permit any mechanic's lien or other liens to be placed upon the Premises or the Building as a result of any materials, services or labor ordered by or provided to Tenant or any of Tenant's agents, officers, or employees. Without waiving any other rights or remedies under this Lease, Landlord may bond or insure or otherwise discharge any such lien and Tenant shall reimburse Landlord for any amount paid by Landlord in connection therewith as Additional Rent upon demand.

(B) Upon the expiration or earlier termination of the Lease, Tenant shall surrender the Premises in good working order and condition. Tenant shall remove any and all trade fixtures, equipment and furniture from the Premises and Tenant shall fully repair any damage, including any structural damage, occasioned by the removal of the same. Notwithstanding the foregoing, Tenant shall have no obligation to remove: (i) any improvements made as part of the Tenant Improvements described in Exhibit E; (ii) any cabling, wiring, or electrical infrastructure installed as part of the Tenant Improvements; or (iii) any Alterations which Landlord has elected to retain pursuant to this Section. Accordingly, Landlord may require that Tenant not remove any or all Alterations and any such Alteration or Alterations shall become a part of the realty and shall belong to Landlord without compensation, and title thereto shall pass to Landlord under this Lease as by a bill of sale. At Landlord's election, all Alterations, trade fixtures, equipment, wire and cable, furniture, fixtures, other personal property not removed shall conclusively be deemed to have been abandoned by Tenant and may be appropriated, sold, stored, destroyed or otherwise disposed of by Landlord without notice to Tenant or to any other person and without obligation to account for them. Tenant shall pay Landlord the reasonable, documented costs of repairing any damage to the Premises caused by removal of Tenant's property, to the extent such damage exceeds normal wear and tear. All other obligations of this paragraph are subject to the limitations of Section 768.28, Florida Statutes. Tenant's obligations under this section shall survive the expiration or termination of this Lease.

(C) The interest of Landlord in the Premises shall not be subject in any way to any liens, including construction liens, for improvements to or other work performed in the Premises by or on behalf of Tenant. Tenant shall have no power or authority to create any lien or permit any lien to attach to the present estate, reversion, or other estate of Landlord (or the interest of any ground Landlord) in the Premises or in the Property and all mechanics, materialmen, contractors, artisans, and other parties contracting with Tenant or its representatives or privies as to the Premises or any part of the Premises are charged with notice that they must look to Tenant to secure payment of any bill for work done or material furnished or for any other purpose during the Lease term. These provisions are made with express reference to Section 713.10, Florida Statutes. Landlord and Tenant acknowledge and agree that there is no requirement under this Lease that Tenant make any alterations or improvements to the Premises and no improvements to be made by Tenant to the Premises constitute the "pith of the lease" as provided in applicable Florida law. Tenant shall notify every contractor making improvements to the Premises that the interest of Landlord in the Premises shall not be subject to liens for improvements to or other work performed in the Premises by or on behalf of Tenant. In the event that a construction claim of lien is filed against the Property in connection with any work performed by or on behalf of Tenant, Tenant shall satisfy such claim, or shall transfer same to security, within ten (10) days from the date of filing. In the event that Tenant fails to satisfy or transfer such claim within said ten (10) day period, Landlord may do so and thereafter charge Tenant, as Additional Rent, all costs incurred by Landlord in connection with the satisfaction or transfer of such claim, including attorneys' fees. Further, Tenant agrees to indemnify, defend and save Landlord harmless from and against any damage or loss incurred by Landlord as a result of any such claim or lien. Notwithstanding the foregoing, Tenant's indemnification obligations under this Section 23(C) are subject to and limited by Section 768.28, Florida Statutes, as amended from time to time, and nothing in this Section shall be construed as a waiver of Tenant's sovereign immunity or as increasing the limits of Tenant's liability beyond those established by Florida law.

If so requested by Landlord, Tenant shall execute a short form or memorandum of this Lease, which may, in Landlord's discretion be recorded in the Public Records for the purpose of protecting Landlord's estate from construction claims of lien, as provided in Florida Statutes, Chapter 713.10. No other memorandum of this Lease, nor this Lease itself shall be recordable in the public records of any county within the State of Florida without Landlord's written consent and joinder, which may be arbitrarily withheld by Landlord in its sole discretion. In the event such short form of Memorandum of Lease is executed, Tenant shall simultaneously execute and deliver to Landlord an instrument terminating Tenant's interest in the real property upon which the Premises are located, which instrument may be recorded by Landlord at the expiration of the term of this Lease, or such earlier termination hereof. The Security Deposit paid by Tenant may be used by Landlord for the satisfaction or transfer of any claim of lien, as provided in this Section. This Section shall survive the termination or expiration of this Lease.

## 24. DEFAULT; REMEDIES; TENANT TERMINATION OPTION.

(A) In addition to any other acts or omissions designated in this Lease as Event(s) of Default, each of the following shall constitute an "Event of Default" by Tenant hereunder: (i) the failure to make any payment of Rent or any installment thereof or to pay any other sum required to be paid by Tenant under this Lease and the continuance of such failure for more than seven (7) days after written notice from Landlord to Tenant; provided, however, if, on more than one (1) occasion during any twelve (12) month period during the Term, Tenant fails to pay any installment of Rent when due, then Tenant's second (2nd) and any subsequent failure to pay any installment of Rent when due during said twelve (12) month period shall constitute an Event of Default hereunder ; (ii) the use or occupancy of the Premises for any purpose other than the Permitted Use without Landlord's prior written consent or the conduct of any activity in the Premises which constitutes a violation of law; (iii) if the interest of Tenant or any part thereof under this Lease shall be levied on under execution or other legal process and said interest shall not have been cleared by said levy or execution within fifteen (15) days from the date thereof; (iv) if any voluntary or involuntary petition in bankruptcy or for corporate reorganization or any similar relief shall be filed by or against Tenant or any guarantor of the Lease or if a receiver shall be appointed for Tenant or any guarantor or any of the property of Tenant or guarantor; (v) if Tenant or any guarantor of the Lease shall make an assignment for the benefit of creditors or if Tenant shall admit in writing its inability to meet Tenant's debts as they mature; (vi) if any insurance required to be maintained by Tenant pursuant to this Lease shall be cancelled or terminated or shall expire or shall be reduced or materially changed, except, in each case, as permitted in this Lease, or mutually agreed to in writing by the parties; (vii) if Tenant shall fail to immediately discharge or bond over any lien placed upon the Premises in violation of this Lease; (viii) if any Letter of Credit required to be maintained by Tenant pursuant to this Lease shall be cancelled or terminated or shall expire or shall be reduced or materially changed, except, in each case, as permitted in this Lease, or mutually agreed to in writing by the parties; (ix) if Tenant fails or refuses to take possession of the Premises or if Tenant shall abandon or vacate the Premises during the Term; (x) if Tenant shall fail to execute and deliver an estoppel certificate or subordination agreement as required hereunder; or (xi) the failure to observe or perform any of the other covenants or conditions in this Lease which Tenant is required to observe and perform and which Tenant has not corrected within twenty (20) days after written notice thereof to Tenant; provided, however, that if said failure involves the creation of a condition which, in Landlord's reasonable judgment, is dangerous or hazardous, Tenant shall be required to cure same within forty-eight (48) hours.

(B) Upon the occurrence of an Event of Default by Tenant, the cost of all brokerage commissions, rental abatements, Tenant allowances, work performed by Landlord to the Premises, and any other Tenant inducements paid or provided under this Lease plus interest on the foregoing items accruing from the Commencement Date, at the applicable statutory rate, as provided in Section 48, and shall immediately become due, and Landlord may, at its option, following any required notice and expiration of any applicable cure period, exercise any one or more of the following described remedies, in addition to all other rights and remedies provided at law, in equity or elsewhere herein, and such rights and remedies shall be cumulative and none shall exclude any other right allowed by Applicable Law:

(i) Following the expiration of any applicable cure period, Landlord may terminate this Lease, repossess and re-let the Premises in accordance with Applicable Law, in which case Landlord shall be entitled to recover as damages (in addition to any other sums or damages for which Tenant may be liable to Landlord) a lump sum equal to the amount by which the present value of the excess Rent remaining to be paid by Tenant for the balance of the Term of the Lease exceeds the fair market rental value of the Premises, after deduction of all anticipated expenses of reletting. For the purpose of determining present value, Landlord and Tenant agree that the interest rate shall be the rate provided in this Lease. Should the fair market rental value of the Premises for the balance of the Term (after deduction of all anticipated expenses of reletting) exceed the value of the Rent to be paid by Tenant for the balance of the Term, Landlord shall have no obligation to pay to or otherwise credit Tenant for any such excess amount;

(ii) Landlord may, without terminating this Lease, terminate Tenant's right of possession and recover possession solely by means of an action for possession or other civil proceeding in which the right of possession is judicially determined, as contemplated by Section 83.05(2), Florida Statutes, and thereafter relet the Premises for the account of Tenant upon commercially reasonable terms. In no event shall Landlord recover possession by self-help, change locks, or remove or store Tenant's personal property, except pursuant to such judicial process. Nothing in this Section limits Landlord's rights upon Tenant's surrender or abandonment of the Premises as provided in Section 83.05, Florida Statutes; and

(iii) Landlord may, but shall not be obligated to, and without waiving or releasing Tenant from any obligations of Tenant hereunder, make any payment or perform such other act on Tenant's part to be made or performed as provided in this Lease. All sums so paid by Landlord and all necessary incidental costs shall be payable to Landlord as Additional Rent on demand and Tenant covenants to pay such sums.

(C) Tenant agrees that Landlord may file suit to recover any sums falling due under the terms of this section from time to time and that no suit or recovery of any portion due Landlord hereunder shall be any defense to any subsequent action brought for any amount not theretofore reduced to judgment in favor of Landlord.

(D) Tenant shall promptly pay upon notice, as Additional Rent, all reasonable costs, charges and expenses incurred by Landlord (including, without limitation, reasonable fees and out-of-pocket expenses of legal counsel, collection agents, and other third parties retained by Landlord) together with interest thereon at the rate set forth in Section 48 of this Lease, in collecting any amount due from Tenant, enforcing any obligation of Tenant hereunder, or preserving any rights or remedies of Landlord; and Tenant shall promptly pay upon notice, as Additional Rent, all reasonable costs, charges and expenses incurred by Landlord in collecting any amount due from Tenant, enforcing any obligation of Tenant hereunder, or preserving any rights or remedies of Landlord.

(E) No waiver of any provision of this Lease shall be implied by any failure of Landlord to enforce any remedy on account of the violation of such provision, even if such violation be continued or repeated subsequently, and no express waiver by Landlord shall be valid unless in writing and shall not affect any provision other than the one specified in such written waiver and that provision only for the time and in the manner specifically stated in the waiver. No receipt of monies by Landlord from Tenant after the termination of this Lease shall in any way alter the length of the Term or Tenant's right of possession hereunder or after the giving of any notice shall reinstate, continue or extend the Term or affect any notice given Tenant prior to the receipt of such monies, it being agreed that after the service of notice or the commencement of a suit or after final judgment for possession of the Premises, Landlord may receive and collect any Rent due, and the payment of Rent shall not waive or affect said notice, suit or judgment. Landlord shall not be required to serve Tenant with any notices or demands as a prerequisite to its exercise of any of its rights or remedies under this Lease, other than those notices and demands specifically required under this Lease.

(F) In the event of a breach or threatened breach by Tenant of any of the covenants or provisions hereof, Landlord shall have the right of injunction and the right to invoke any remedy allowed at law or in equity.

(G) Landlord shall not be in default under this Lease unless Landlord fails to perform its obligations hereunder within thirty (30) days after Landlord's receipt of written notice from Tenant specifying how Landlord has failed to perform such obligations and the act required to cure the same; provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for performance, Landlord shall not be in default if Landlord commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion. Tenant shall have no right to terminate this Lease, unless as provided for in Section 24(H), or withhold Rent payments as such amounts become due and payable hereunder.

(H) Provided Tenant is not then in default beyond any applicable notice and cure period, Tenant shall have a continuing right to terminate this Lease (the "Option to Terminate") at any time on or after the last day of the eighty-fourth (84th) full calendar month of the Term and continuing through the Expiration Date, subject to the following terms and conditions:

(i) Notice. Tenant shall exercise the Option to Terminate by delivering written notice to Landlord pursuant to Section 25 (the "Termination Notice") specifying the effective date of termination (the "Early Termination Date"), which Early Termination Date shall be not less than one hundred eighty (180) days after the date of the Termination Notice and not earlier than the last day of the eighty-fourth (84th) full calendar month of the Term.

(ii) Termination Fee. As consideration for the exercise of the Option to Terminate, Tenant shall pay to Landlord a termination fee of Five Hundred Thousand and 00/100 Dollars ($500,000.00) (the "Termination Fee"). The Termination Fee shall be paid within forty-five (45) days after the later of (i) the date of the Termination Notice, or (ii) the date the Board approves the payment, if such approval is required, but in no event later than the Early Termination Date.

(iii) Board Approval. Tenant's exercise of the Option to Terminate is subject to approval by the Board. Tenant shall use commercially reasonable efforts to obtain such approval prior to or concurrently with delivery of the Termination Notice.

(iv) Effect of Exercise. Upon timely payment of the Termination Fee and Tenant's surrender of the Premises in the condition required by this Lease on or before the Early Termination Date, this Lease shall terminate as of the Early Termination Date with the same force and effect as if the Early Termination Date were the originally scheduled Expiration Date. All Rent and other obligations of Tenant shall be prorated through the Early Termination Date, and Landlord and Tenant shall be released from all further obligations under this Lease accruing after the Early Termination Date, except for those obligations that expressly survive termination.

(v) No Other Termination Rights Affected. The Option to Terminate set forth in this Section is in addition to, and shall not limit, any other termination rights of Tenant under this Lease.

**25. NOTICES.** Unless otherwise stated herein, for notice to a Party to be effective under this Lease, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). A Party may change its notice address by giving notice of such change in accordance with this Section.

**NOTICE TO TENANT:**
Broward County Administrator
Governmental Center
115 South Andrews Avenue, Room 409
Fort Lauderdale, Florida 33301
Email: mcepero@broward.org

With a copy to:
Broward County
Real Property and Real Estate Development Division
Darby Delsalle, Director
1 North University Drive, Suite 2100A
Plantation, Florida 33324
Email: ddelsalle@broward.org

Broward County Transit
Abhishek Dayal, Assistant Director
1 North University Drive, Suite 3100A
Plantation, Florida 33324
Email: adayal@broward.org

**NOTICE TO LANDLORD:**
Attention: Director of Asset Management
Brookwood Lakeside Plantation, LLC
138 Conant Street
Beverly, MA 01915
Email: legalcounsel@brookwoodfinancial.com

With a copy to:
BAKER & HOSTETLER LLP
Michael C. Wilde, Esq.
Suite 2300
200 South Orange Avenue
Orlando, Florida 32801
Email: mwilde@bakerlaw.com

**26. EMINENT DOMAIN.** If during the Term (a) the whole of the Premises or the Building shall be taken by any governmental or other authority having powers of eminent domain or conveyed to such entity under threat of the exercise of such power or (b) any part of the Premises or the Building shall be so taken or conveyed and as a result, the remainder of the Premises or the Building has been rendered impractical, in Landlord's sole judgment, for the operation of Landlord's rental activities on the Property, this Lease shall terminate on the date of the taking or conveyance, and rent shall be apportioned to the date thereof. Tenant shall have no right to any apportionment of or any share in any condemnation award or judgment for damages made for the taking or conveyance of any part of the Premises or the Building.

**27. QUIET ENJOYMENT.** Landlord represents and warrants that it has full right and authority to enter into this Lease and that Tenant, while paying the rental and performing its other covenants and agreements contained in this Lease, shall peaceably and quietly have, hold and enjoy the Premises for the Term without hindrance or molestation from Landlord subject to the terms and provisions of this Lease. Landlord shall not be liable for any interference or disturbance by other tenants or third persons, nor shall Tenant be released from any of the obligations of this Lease because of such interference or disturbance. Notwithstanding anything in this Lease to the contrary, Landlord shall not have the right to relocate Tenant from the Premises during the Term or any Renewal Term of this Lease.

**28. RULES AND REGULATIONS.** Tenant agrees to comply with (and cause its agents, contractors, employees and invitees to comply with) the rules and regulations attached hereto as Exhibit B and with such reasonable modifications thereof and additions thereto as Landlord may from time to time make. Landlord agrees to enforce the rules and regulations on a non-discriminatory basis with respect to all similarly situated tenants of the Property. Landlord shall not be liable, however, for any violation of said rules and regulations by other tenants or occupants of the Building or Property.

**29. ENVIRONMENTAL.** "Environmental Laws" shall mean all federal, state, including but not limited to the Florida Department of Environmental Regulation or the Florida Department of Health, and local laws (including, without limitation, case and common law), statutes, regulations, rules, ordinances, guidance, permits, licenses, grants, orders, decrees and judgments relating to the environment, human health and safety. "Hazardous Substances" shall mean all explosive materials, radioactive materials, hazardous or toxic materials, wastes, chemicals or substances, petroleum, petroleum by-products and petroleum products (including, without limitation, crude oil or any fraction thereof), asbestos and asbestos-containing materials, radon, lead, polychlorinated biphenyls, mold, urea-formaldehyde, and all materials, wastes, chemicals and substances that are regulated by any Environmental Law. "Release" shall mean any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing of Hazardous Substances into the Environment. Tenant shall not (i) manufacture, generate, utilize, store, handle, treat, process, or Release any Hazardous Substances at, in, under, from or on the Premises or Property or (ii) suffer or permit to occur any violation of Environmental Laws with respect to the Premises or Property. Tenant shall indemnify, defend (with counsel reasonably acceptable to Landlord and at Tenant's sole cost) and hold harmless Landlord and its partners, managers, members, officers, directors, employees, agents, successors, grantees, assigns and mortgagees from any and all claims, demands, liabilities, damages, expenses, fees, costs, fines, penalties, suits, proceedings, actions, causes of action and losses of any and every kind and nature, including, without limitation, diminution in value of the Property, damages for the loss or restriction on use of the rentable or usable space or of any amenity, natural resource damages, damages arising from any adverse impact on leasing space on the Premises or Property, and sums paid in settlement of claims and for attorney's fees, consultant's fees and expert's fees that may arise during or after the Term or any extension of the Term in connection with any breach by Tenant of the covenants contained in this section, the presence, or Release of Hazardous Substances at, in, under, from, to or on the Premises or Property, or any violation or alleged violation of any Environmental Laws. For purposes of this section, the term "costs" includes, without limitation, costs, expenses and consultant's fees, expert's fees and attorney's fees incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, restoration, monitoring or maintenance work. This covenant of indemnity shall survive the termination of this Lease. Notwithstanding the foregoing, the prohibition contained herein shall not apply to ordinary office products that may contain de minimis quantities of Hazardous Substances, provided such products are used in compliance with Environmental Laws; however, Tenant's indemnification obligations are not diminished with respect to the presence of such products. Tenant shall immediately notify Landlord of any Release at, in, under, from, to or on the Premises or Property. Notwithstanding the foregoing, Tenant's indemnification obligations under this Section 29 are subject to and limited by Section 768.28, Florida Statutes, as amended from time to time, and nothing in this Section shall be construed as a waiver of Tenant's sovereign immunity or as increasing the limits of Tenant's liability beyond those established by Florida law. Tenant shall have no obligation to indemnify Landlord for environmental conditions at, in, under, or on the Premises or Property that (i) existed prior to the Commencement Date, (ii) are caused by the acts or omissions of Landlord, its agents, contractors, employees, or representatives, or (iii) are caused by any prior occupant of the Premises or Property. Tenant's obligations and indemnification under this Section shall apply only to Releases of Hazardous Substances caused by Tenant's operations.

30. **FINANCIAL STATEMENTS.** Upon written request by Landlord, Tenant shall provide Landlord with the web address for, or a copy of, the most recently adopted Broward County annual budget and/or Comprehensive Annual Financial Report (CAFR). No certification beyond what is required by law for a governmental entity shall be required.

31. **MOLD.** Mold is a naturally occurring substance. Mold is found both indoors and outdoors. The presence of mold may cause property damage or health problems. Landlord shall not be liable for any loss, damage or personal injury suffered by Tenant, or any of the Tenant's officers, directors, employees, or invitees, due to the presence of mold in or around the Property. Tenant acknowledges that it shall be Tenant's responsibility to undertake necessary measures to retard and prevent mold from accumulating within the Premises, including, but not limited to, the following: (i) maintaining appropriate climate control within the Premises; (ii) maintaining the cleanliness of the Premises; (iii) removing visible moisture accumulations on windows, window sills, walls, floors, ceilings and other surfaces as soon as reasonably possible; and (iv) not blocking or covering any heating, ventilating or air conditioning ducts within the Premises. Tenant shall report immediately in writing to Landlord any evidence of mold or of a water leak or excessive moisture within the Premises, of which Tenant becomes aware.

32. **BROKERS.** Landlord has been represented in this transaction by CBRE, Inc. (the "Listing Broker"), including John Criddle (Executive Vice President), Joe Freitas (Senior Vice President),

and Max Pawk (First Vice President). Tenant has been represented in this transaction by Scott Brenner of Colliers International and Daniel Perez of Level Realty (collectively, the "Tenant Broker"). The Parties represent and warrant that no other brokers were involved in the negotiation and preparation of this Lease. Landlord shall indemnify, defend, protect and hold Tenant harmless from any and all losses, liabilities, claims, judgments, fines, suits, demands, costs, interest and expense of any kind or nature (including attorneys' fees and disbursements) arising out of or in connection with the breach of such representation or warranty or other such claims arising out of or in connection with this Lease. Landlord shall be solely responsible for any and all commissions, fees, or other compensation payable to Listing Broker and Tenant Broker in connection with this Lease, pursuant to separate written agreements between Landlord and each such broker.

**33. MISCELLANEOUS.**

(A) Time is of the essence of this Lease and each of its provisions.

(B) This Lease and all covenants and agreements herein contained shall be binding upon, apply, and inure to the respective heirs, executors, successors, administrators and assigns of all parties to this Lease; provided, however, that this Lease shall not inure to the benefit of any assignee, heir, administrator, devisee, legal representative, successor, transferee or successor of Tenant except upon the prior written consent of Landlord.

(C) This Lease contains the entire agreement of the parties, all other and prior representations, negotiations and agreements having been merged herein and extinguished hereby. No modification, waiver or amendment of this Lease or of any of its conditions or provisions shall be binding upon either party hereto unless in writing signed by both parties.

(D) The captions of sections and subsections of this Lease are for convenience only and shall not be deemed to limit, construe, affect or alter the meaning of such sections or subsections.

(E) The 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. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS LEASE.**

(F) This Lease is and shall be deemed and construed to be the joint and collective work product of Landlord and Tenant and, as such, this Lease shall not be construed more strictly against either party, as the otherwise purported drafter of same, by any court of competent jurisdiction in order to resolve any inconsistency, ambiguity, vagueness or conflict, if any, in the terms or provisions contained herein. The parties acknowledge that they have sought whatever competent advice and counsel was necessary to form a full understanding of all rights and obligations herein.

(G) In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure labor, inability to procure materials or equipment or reasonable substitutes therefor, failure of power, fire or other casualty, restrictive government laws or regulations, judicial orders, enemy or hostile government actions, riots, insurrection or other civil commotions, war or other reason of a like nature not at the fault of the party delayed in performing any act as required under the terms of this Lease ("Force Majeure"), then performance of such act shall be excused for the period of delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. Force Majeure shall not operate to excuse Tenant from the prompt payment of Rent or any other payments required under the terms of this Lease.

(H) In addition to any other amounts payable by Tenant provided herein, Tenant shall reimburse Landlord as Additional Rent on demand for all reasonable out-of-pocket expenses, including without limitation engineering or other professional services or expenses incurred by Landlord in connection with any requests by Tenant for consents or approvals with respect to any alterations, improvements or other matters related to the Premises or Tenant's use thereof.

(I) A final determination by a court of competent jurisdiction that any provision of this Lease is invalid shall not affect the validity of any other provision, and any provision so determined to be invalid shall, to the extent possible, be construed to accomplish its intended effect.

(J) If more than one person or entity shall ever be Tenant, the liability of each such person and entity shall be joint and several.

(K) If Tenant is a corporation, a limited liability company, an association or a partnership, it shall, concurrently with the signing of this Lease, at Landlord's option, furnish to Landlord certified copies of the resolutions of its board of directors (or of the executive committee of its board of directors) or consent of its members or partners authorizing Tenant to enter into this Lease. Moreover, each individual executing this Lease on behalf of Tenant represents and warrants that he or she is duly authorized to execute and deliver this Lease and that Tenant is a duly organized corporation, limited liability company, association or partnership under the laws of the state of its incorporation or formation, is qualified to do business in the jurisdiction in which the Building is located, is in good standing under the laws of the state of its incorporation or formation and the laws of the jurisdiction in which the Building is located, has the power and authority to enter into this Lease, and that all corporate or partnership action requisite to authorize Tenant to enter into this Lease has been duly taken.

(L) The submission of this Lease to Tenant is not an offer to lease the Premises, or an agreement by Landlord to reserve the Premises for Tenant. Landlord shall not be bound to Tenant until Tenant has duly executed and delivered an executed Lease to Landlord and Landlord has duly executed and delivered the executed Lease to Tenant. Notwithstanding the Commencement Date as defined herein, this Lease shall take effect and be binding upon the parties hereto as of its execution and delivery.

(M) This Lease may be executed in any number of counterparts, and by different parties hereto on separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any signature to this Lease transmitted via facsimile (or other electronic means) shall be deemed an original signature and be binding upon the parties hereto.

**34. PARKING.** Landlord grants Tenant the right to use up to fifty (50) parking spaces in the Building's surface parking lot and adjacent parking garage (the "Parking Facility"), as follows: (a) Unreserved Spaces: forty-seven (47) spaces shall be unreserved, non-exclusive, first-come, first-served, at no additional charge to Tenant; (b) "Reserved Spaces": three (3) spaces shall be reserved exclusively for Tenant, at the location shown on Exhibit A, subject to relocation during the Term only upon Tenant's prior written consent (to be given by the Contract Administrator), which shall not be unreasonably withheld, at $75.00 per space per month as Additional Rent and such monthly rate due for the Reserved Spaces shall remain fixed at $75.00 per space per month throughout the Term and any Renewal Term, and shall not be subject to adjustment, escalation, or modification by Landlord; (c) Visitor Parking: eighteen (18) designated two-hour visitor spaces shall remain available on the same terms as for all other tenants; and (d) all parking use is subject to the Building's Rules and Regulations. Tenant and its employees, agents, contractors, invitees, and visitors shall have access to the Parking Facility, including the unreserved spaces, Reserved Spaces, and visitor parking, twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year, throughout the Term and any Renewal Term. Landlord shall provide Tenant with such access cards, key fobs, gate codes, or other physical credentials as are necessary to ensure such access at no additional cost to Tenant, and shall promptly replace any such credentials that are lost, damaged, or deactivated. In the event Reserved Spaces should ever be substituted, any substitute Reserved Spaces shall remain at the fixed rate of $75.00 per space per month and shall be in a location reasonably comparable to the original Reserved Spaces.

Landlord shall not be liable for any vehicle damage or theft in the Parking Facility. Without liability, Landlord will have the right to tow or otherwise remove vehicles improperly parked, blocking ingress or egress lanes, or violating parking rules, at the expense of the offending tenant and/or owner of the vehicle. If and when so requested by Landlord, Tenant shall furnish Landlord with the license numbers of any vehicles of Tenant, its agents and employees. Landlord shall not be responsible for damage to or theft of any car, its accessories or contents whether the same be the result of negligence or otherwise. Notwithstanding anything in this Section 34 to the contrary, if Tenant uses parking in excess of that provided for herein, and if such excess use occurs on a regular basis, and if Tenant fails, after written notice from Landlord of any one violation, to reduce its excess use of the parking areas, then such excess use shall constitute an Event of Default under this Lease without further notice or opportunity to cure such Event of Default.

Tenant acknowledges that Landlord may consider the construction of a stand-alone parking structure, and/or reconfigured parking areas, which will be for the benefit of, among others, Tenant and its employees and customers. In connection with the foregoing, Landlord shall have the right to close some or all of the parking and common areas, and Tenant agrees that some or all such areas will, from time to time, be unavailable for use by Tenant and its employees and customers. Provided that Landlord makes substitute parking available to Tenant and its employees and customers, in one or more locations designated by Landlord, and which will be on a non-exclusive, unassigned "first come, first served" basis in common with Landlord and other tenants at the Building, Tenant agrees that the unavailability of those parking and common areas currently in effect shall not entitle Tenant to discontinue business in the Premises, excuse Tenant from payment of any rent and other sums of money due hereunder, or excuse Tenant from performance of its obligations and agreements under this Lease. Landlord shall also not be liable for any damage to or any theft of any vehicle or any contents therefrom while parked in any substitute parking areas. Notwithstanding the foregoing, Landlord's obligation to make substitute parking available to

Tenant and its employees and customers shall not impose an obligation on Landlord to provide more than those parking spaces which have been displaced, and in no event shall Landlord be obligated to provide replacement parking in excess of the amount of parking spaces required to be available to Tenant under this Lease. Landlord shall also have the right in its sole discretion to adopt reasonable rules, requirements and procedures pertaining to any substitute parking, including, without limitation, collecting license plate numbers, parking stickers, access cards or any other devices or forms of identification.

**35. SIGNAGE.** Subject to Landlord's review and approval, Tenant shall be entitled to Building standard suite entry and directory signage. Landlord may specify that the design of such signage be similar to, or consistent with, the design and location of other signs identifying tenants in the Building. Tenant shall have final approval of any use of the Broward County name or logo, pursuant to Section 46 herein. Such signage shall be subject to all Applicable Law and ordinances. Tenant shall not place or permit to be placed any signs: (i) on the roof of the Building; or (ii) in the common areas; or (iii) any area visible from the exterior of the Premises, without Landlord's prior written consent, in Landlord's sole discretion, and Landlord may, without liability, remove any such signs at Tenant's expense. Throughout the Term of this Lease, Landlord will be solely responsible for the maintenance of the suite entry and directory signage. Upon the expiration or termination of this Lease, Landlord shall be solely responsible for the removal of any and all signage.

**36. TELECOMMUNICATIONS.** Tenant and its telecommunications companies, including local exchange telecommunications companies and alternative access vendor services companies, shall have no right of access to and within the Building, for the installation and operation of telecommunications systems, including voice, video, data, Internet, and any other services provided over wire, fiber optic, microwave, wireless, and any other transmission systems ("Telecommunications Services"), for part or all of Tenant's telecommunications within the Building and from the Building to any other location without Landlord's prior written consent. All providers of Telecommunications Services shall be required to comply with the rules and regulations of the Building, Applicable Law and Landlord's policies and practices for the Building. Tenant acknowledges that Landlord shall not be required to provide or arrange for any Telecommunications Services and that Landlord shall have no liability to Tenant in connection with the installation, operation or maintenance of Telecommunications Services or any equipment or facilities relating thereto. Tenant, at its cost and for its own account, shall be solely responsible for obtaining all Telecommunications Services.

**37. CERTAIN RIGHTS RESERVED TO LANDLORD.** Landlord reserves the following rights, each of which Landlord may exercise without notice or liability to Tenant, and the exercise of any such rights shall not be deemed to constitute an eviction or disturbance of Tenant's use or possession of the Premises and shall not give rise to any claim for set-off or abatement of Rent or any other claim: (a) to enter the Premises for the purposes of examining the same or to make repairs or alterations or to provide any service, subject to advance notice provided to Tenant except in the event of an emergency where no notice shall be required; (b) to change the name or street address of the Building or the suite number of the Premises; (c) to install, affix and maintain any and all signs on the exterior or interior of the Building; (d) to make repairs, decorations, alterations, additions or improvements, whether structural or otherwise, in, about and to the Building or common areas and for such purposes temporarily close doors, corridors and other areas of the

Building and interrupt or temporarily suspend services or use of common areas; (e) to retain at all times, and to use in appropriate instances, keys to all doors within and into the Premises (subject Exhibit B attached hereto); (f) to grant to any person or to reserve unto itself the exclusive right to conduct any business or render any service in the Building; (g) to show the Premises at reasonable times and, if vacated or abandoned, to prepare the Premises for re-occupancy with advance notice; (h) to install, use and maintain in and through the Premises pipes, conduits, wires and ducts serving the Building, provided the same does not materially adversely impact Tenant's use of the Premises for the Permitted Use; (i) to approve the weight, size and location of safes or other heavy equipment or other articles which may be located in the Premises and to determine the time and manner in which such articles may be moved in, about or out of the Building or Premises; (j) to take such reasonable security measures as Landlord deems advisable (provided, however, that any such security measures are for Landlord's own protection, and Tenant acknowledges that Landlord is not a guarantor of the security or safety of Tenant or any of Tenant's employees, agents, licensees, assignees, contractors, or sublessees and that such security matters are the responsibility of Tenant); including evacuating the Building for cause, suspected cause, or for drill purposes; temporarily denying access to the Building; and closing the Building after Normal Business Hours and on Sundays and Holidays, subject, however, to Tenant's right to enter when the Building is closed after Normal Business Hours under such reasonable regulations as Landlord may prescribe from time to time; and (k) to take any other action which Landlord deems reasonable in connection with the operation, maintenance, marketing or preservation of the Premises or Building. The reduction or elimination of Tenant's light, air or view shall not affect Tenant's liability under this Lease, nor shall it create any liability of Landlord to Tenant.

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

**39. RECORDING.** Tenant shall not record this Lease without the prior written consent of Landlord. Tenant, upon the request of Landlord, shall execute and acknowledge a short form memorandum of this Lease for recording purposes.

**40. SOVEREIGN IMMUNITY.** Nothing in this Lease shall be construed as a waiver of sovereign immunity by Tenant (Broward County), nor as consent by Tenant to be sued by third parties in any matter arising out of this Lease. Except to the extent sovereign immunity is deemed waived by entering into this Lease, Tenant does not waive its sovereign immunity or any limits established by Section 768.28, Florida Statutes, as amended. Each provision of this Lease shall be construed consistent with Tenant's status as a political subdivision of the State of Florida.

**41. REGULATORY CAPACITY.** Tenant's performance under this Lease is as a contracting party, not in its regulatory capacity. If Tenant exercises its regulatory authority, such exercise shall occur pursuant to Tenant's regulatory authority as a governmental body separate and apart from this Lease, and shall not be attributable in any manner to Tenant as a party to this Lease.

**42. PUBLIC RECORDS.** Any action taken by Tenant in compliance with, or in a good faith attempt to comply with, Chapter 119, Florida Statutes ("Florida Public Records Law"), shall not constitute a breach of this Lease.

**IF LANDLORD HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO LANDLORD'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS LEASE, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: BROWARD COUNTY RECORDS, TAXES AND TREASURY DIVISION, 115 SOUTH ANDREWS AVENUE, ROOM 114, FORT LAUDERDALE, FLORIDA 33301; TELEPHONE: (954) 357-7590; EMAIL: RECORDS@BROWARD.ORG.**

**43. AUDIT RIGHTS; RETENTION OF RECORDS.** By written notice to Landlord given within ninety (90) days after receiving Landlord's statement of actual Operating Expenses for the prior year, Tenant shall have the right to audit the books, records, and accounts of Landlord relating to Landlord's calculation of Operating Expenses and any reconciliation statements for such year, but not for any prior year(s). Within a reasonable period of time after receipt of a timely review notice by Tenant, Landlord shall make such records available for Tenant's review at either Landlord's home office or at the office of the property manager for the Building. Upon Landlord's receipt of a timely objection notice resulting from the audit of Operating Expenses by Tenant, Landlord and Tenant shall work together in good faith to resolve the discrepancy between Landlord's statement and Tenant's review. If Landlord and Tenant determine that Operating Expenses for the year in question are less than reported in Landlord's statement, Landlord shall provide Tenant with a credit against future Rent in the amount of any overpayment by Tenant. Likewise, if Landlord and Tenant determine that Operating Expenses for the year in question are greater than reported in Landlord's statement, Tenant shall forthwith pay to Landlord the amount of underpayment by Tenant. If Tenant's audit reveals that Landlord has overstated Operating Expenses by more than five percent (5%) for the audited period, Landlord shall reimburse Tenant for the reasonable, documented costs of the audit (not to exceed $5,000) in addition to refunding the amount of any overpayment.

**44. TAX-EXEMPT STATUS.** Tenant is a tax-exempt entity as a political subdivision of the State of Florida and shall provide Landlord with written proof of such status upon request. No taxes, surcharges, or similar assessments shall be passed through to Tenant to the extent Tenant's tax-exempt status provides an exemption. The Parties acknowledge that the sales tax on commercial rent imposed under Section 212.031, Florida Statutes, and the related discretionary sales surtax, were repealed effective October 1, 2025. In the event any such tax or surcharge is hereafter enacted or reenacted, Tenant shall be responsible for the same only to the extent applicable to Tenant and not otherwise exempt.

**45. VENDOR REPRESENTATIONS.** Landlord represents that it has not been placed on the "discriminatory vendor list" as provided in Section 287.134, Florida Statutes, and has not been identified as an entity subject to scrutiny under Sections 215.473 or 215.4725, Florida Statutes. Landlord certifies that it is not ineligible to contract with Tenant on any grounds stated in Section 287.135, Florida Statutes, and is in compliance with Section 286.101, Florida Statutes.

**46. USE OF COUNTY NAME OR LOGO.** Landlord shall not use Broward County's name, logo, seal, or other identifying marks in any marketing, advertising, or publicity materials without the prior written consent of Tenant's Contract Administrator, provided that Landlord shall have the right to identify the name of Tenant to any prospective purchasers or lenders.

**47. PRIORITY OF PROVISIONS.** If there is a conflict or inconsistency between any term, statement, or provision of any exhibit attached to or incorporated in this Lease and any provision within an article or section of this Lease, the article or section shall prevail and be given effect.

**48. 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. In the event of any conflict between the interest rate provisions of this Section and any other provision of this Lease, the rate established by this Section shall control. The acceptance of such late charges by Landlord shall in no event constitute a waiver of Tenant's default with respect to the overdue amount or prevent Landlord from exercising any of the other rights and remedies granted hereunder.

**49. NON-AD VALOREM REVENUE.** Pursuant to Section 125.031, Florida Statutes, the Base Rent, Additional Rent, and all other monetary obligations of the County under this Lease shall be payable only from funds arising from sources other than ad valorem taxation. The County makes no covenant or pledge of ad valorem tax revenues for the payment of any obligation under this Lease.

[signatures on following page]

IN WITNESS WHEREOF, the parties have made and executed this Lease: Broward County, through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized by Board action on the _____ day of _______________, 2026; and Brookwood Lakeside Plantation, LLC, signing by and through its authorized representative.

COUNTY

ATTEST:

By: ___________________________
Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

Broward County, by and through
its Board of County Commissioners

By: ___________________________
Mayor

____ day of ______________, 20__

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

By Gray J. Crow Digitally signed by Gray J. Crow Date: 2026.08.03 12:43:34 -04'00'
Gray J. Crow (Date)
Assistant County Attorney

By Annika E. Ashton Digitally signed by Annika E. Ashton Date: 2026.08.03 12:43:48 -04'00'
Annika E. Ashton (Date)
Deputy County Attorney

OFFICE LEASE AGREEMENT BETWEEN
BROOKWOOD LAKESIDE PLANTATION, LLC, AND BROWARD COUNTY

LANDLORD

BROOKWOOD LAKESIDE PLANTATION, LLC, a Delaware limited liability company

By: DocuSigned by: Thomas W Brown 128CB541ECC44CC...
Name: Thomas W. Brown
Its: Manager

Date: August 3, 2026

# EXHIBIT A

## THE PREMISES

## RESERVED PARKING SPACES


Exhibit A-1

# EXHIBIT B
# RULES AND REGULATIONS

1. The water and wash closets and other plumbing fixtures shall not be used for any purposes other than those for which they were constructed, and no sweepings, rubbish, rags or other substances (including, without limitation, coffee grounds) shall be thrown therein. All damages resulting from misuse of the fixtures shall be borne by Tenant if Tenant or its servants, employees, agents, visitors or licensees shall have caused the same.

2. No cooking (except for microwave cooking by Tenants' employees for their own consumption, the location and equipment of which is first approved by Landlord), sleeping or lodging shall be permitted by any tenant on the Premises. No tenant shall cause or permit any unusual or objectionable odors to be produced upon or permeate from the Premises.

3. Except as otherwise provided in the Lease, no flammable, combustible, or explosive fluid, material, chemical or substance shall be brought or kept upon, in or about the Premises. Fire protection devices, in and about the Building, shall not be obstructed or encumbered in any way.

4. Canvassing, soliciting and peddling at the Property is prohibited and each tenant shall cooperate to prevent the same.

5. There shall not be used in any space, or in the public halls of the Building, either by any tenant or by its agents, contractors, jobbers or others, in the delivery or receipt of merchandise, freight, or other matters, any hand trucks or other means of conveyance except those equipped with rubber tires, rubber side guards, and such other safeguards as Landlord may require, and Tenant shall be responsible to Landlord for any loss or damage resulting from any deliveries to Tenant in the Building. Deliveries of mail, freight or bulky packages shall be made through the freight entrance or through doors specified by Landlord for such purpose.

6. Mats, trash or other objects shall not be placed in the public corridors. The sidewalks, entries, passages, elevators, public corridors and staircases and other parts of the Building which are not occupied by Tenant shall not be obstructed or used for any other purpose than ingress or egress.

7. Tenant shall not install or permit the installation of any awnings, shades, draperies and/or other similar window coverings, treatments or like items visible from the exterior of the Premises other than those approved by the Landlord in writing.

8. No vehicles or materials shall be permitted to block any sidewalks, driveways, loading docks or any other common area nor shall any vehicle be parked in the parking lot for longer than is necessary for the customary business purposes of Tenant. Landlord shall have the right, but not the obligation, to remove any vehicles and dispose of any materials, debris, or other items in violation of this section and such removal or disposal shall be at the sole risk of Tenant and Tenant shall pay the cost therefor to Landlord as Additional Rent upon demand.

9. Tenant shall not allow any signs, cards or placards to be posted, or placed within the Premises such that they are visible outside of the Premises except as specifically provided for in this Lease.

10. Tenant shall not construct, maintain, use or operate within said Premises or elsewhere in the Building or on the outside of the Building, any equipment or machinery which produces music, sound or noise which is audible beyond the Premises.

11. Bicycles, motor scooters or any other type of vehicle shall not be brought into the lobby or elevators of the Building or into the Premises except for those vehicles which are used by a physically disabled person in the Premises.

12. All blinds for exterior windows shall be building standard and shall be maintained by Tenant.

13. No additional locks or locking devices shall be placed upon doors to or within the Premises without Landlord's prior written consent, not to be unreasonably withheld, conditioned, or delayed; provided, however, that Tenant shall have the right, upon ten (10) business days' prior written notice to Landlord, to install electronic access control systems and related security equipment within the interior of the Premises, so long as such systems do not interfere with the Building's life safety or base building systems and Landlord retains emergency override access at all times. The doors leading to the corridors or main hall shall be kept closed during business hours, except as the same may be used for ingress or egress. If Landlord provides a proximity card or key for the entry doors, Landlord may make a reasonable charge for such proximity cards or keys, and replacements. Tenant, upon termination of its tenancy, shall deliver to the Landlord all keys of offices, rooms and toilet rooms which have been furnished Tenant or which the Tenant shall have had made, and in the event of loss of any keys so furnished shall pay Landlord therefore.

14. Landlord reserves the right to temporarily shut down the air conditioning, electrical systems, heating, plumbing and/or elevators when necessary by reason of accident or emergency, or for repair, alterations, replacements or improvement.

15. No carpet, rug or other article shall be hung or shaken out of any window of the Building and Tenant shall not sweep or throw or permit to be swept or thrown from the Premises any dirt or other substances into any of the corridors or halls, elevator, or out of the doors or windows or stairways of the Building. Tenant shall not use, keep or permit to be used or kept any foul or noxious gas or substance in the Premises, or permit or suffer the Premises to be occupied or used in a manner offensive or objectionable to Landlord or other occupants of the Building by reason of noise, odors and/or vibrations, or interfere in any way with other tenants or those having business therein, nor shall any animals or birds be kept in or about the Building. Smoking or carrying lighted cigars or cigarettes in the elevators of the Building is prohibited.

16. Landlord reserves the right to restrict access to the Building on weekdays outside of normal hours for the Building and at all hours on weekends and legal holidays; provided, however, that reasonable access for Tenant's employees and customers shall be accorded. Tenant shall be responsible for all persons for whom it requests access and shall be liable to Landlord for all acts of such persons.

17. Tenant agrees to keep all windows closed at all times and to abide by all rules and regulations issued by Landlord with respect to the Building's air conditioning and ventilation systems.

18. Tenant shall not conduct or give notice of any auction, liquidation, or going out of business sale in the Premises.

19. In the event it becomes necessary for the Landlord to gain access to the underfloor electric and telephone distribution system for purposes of adding or removing wiring, then upon request by Landlord, Tenant agrees to temporarily remove the carpet over the access covers to the underfloor ducts for such period of time until work to be performed has been completed. The cost of such work shall be borne by Landlord except to the extent such work was requested by or is intended to benefit Tenant or the Premises, in which case the cost shall be borne by Tenant.

20. Violation of these rules, or any amendments thereof or additions thereto, may be considered a default of Tenant's lease and shall be sufficient cause for termination of the Lease pursuant to the provisions of the Lease at the option of Landlord.

# EXHIBIT C

## COMMENCEMENT LETTER

__________, 20___

____________________
____________________
____________________

Lease dated ________, 20__, between Brookwood Lakeside Plantation, LLC, a Delaware limited liability company ("Landlord") and Broward County, a political subdivision of the State of Florida (by and through its Transit Division) ("Tenant") concerning the Premises at 600 North Pine Island Road, Suite 450 (portion), Plantation, Florida.

In accordance with the above-referenced Lease, we request that you and/or the proper authority, please confirm the following statements:

1. The Commencement Date is deemed to be ______________ and the Expiration Date is ______________.

2. Tenant acknowledges and agrees that as of the date of this letter (i) all improvements required by the Lease to be performed by Landlord to the Premises have been completed; and (ii) Tenant has accepted the Premises in its current condition.

Please confirm your agreement with the above terms of this letter by signing below and returning a copy to Landlord. Failure to execute this letter and deliver the same to Landlord shall be conclusive evidence against Tenant that the above statements are accurate and true.

Sincerely,

BROOKWOOD LAKESIDE PLANTATION, LLC, a Delaware limited liability company

By: ______________________________
Name:
Its:

**AGREED TO & ACCEPTED BY:**
Broward County, a political subdivision of the State of Florida

By: ______________________________
Name:
Its:

# EXHIBIT D
# HISTORICAL OPERATING EXPENSES

Lakeside
*Historical CAM*

| | 2024 | | 2025 | |
|---|---|---|---|---|
| | Annual Cost | Cost/ RSF | Annual Cost | Cost/ RSF |
| Cleaning | $ 258,951.00 | $ 1.92 | $ 273,416.00 | $ 2.03 |
| General R&M | $ 359,511.00 | $ 2.67 | $ 362,705.00 | $ 2.69 |
| Landscape | $ 29,305.00 | $ 0.22 | $ 52,847.00 | $ 0.39 |
| Security | $ 63,141.00 | $ 0.47 | $ 62,152.00 | $ 0.46 |
| Management Fee | $ 95,324.00 | $ 0.71 | $ 94,966.00 | $ 0.71 |
| General Administrative | $ 173,781.00 | $ 1.29 | $ 189,418.00 | $ 1.41 |
| Utilities | $ 260,194.00 | $ 1.93 | $ 263,756.00 | $ 1.96 |
| Insurance | $ 149,432.00 | $ 1.11 | $ 162,346.00 | $ 1.21 |
| RE Tax | $ 576,428.00 | $ 4.28 | $ 596,327.00 | $ 4.43 |
| | **$ 1,966,067.00** | **$ 14.61** | **$ 2,057,933.00** | **$ 15.29** |

| | 2024<br>95% Gross Up - Actuals<br>Occupancy - 73.53% | | 2025<br>95% Gross Up - Actuals<br>Occupancy - 69.85% | |
|---|---|---|---|---|
| | Annual Cost | Cost/ RSF | Annual Cost | Cost/ RSF |
| Cleaning | $ 288,686.00 | $ 2.14 | $ 320,520.00 | $ 2.38 |
| General R&M | $ 269,981.00 | $ 2.01 | $ 349,083.00 | $ 2.59 |
| Landscape | $ 29,305.00 | $ 0.22 | $ 54,043.00 | $ 0.40 |
| Security | $ 63,141.00 | $ 0.47 | $ 62,839.00 | $ 0.47 |
| Management Fee | $ 122,940.00 | $ 0.91 | $ 127,078.00 | $ 0.94 |
| General Administrative | $ 213,172.00 | $ 1.58 | $ 316,880.00 | $ 2.35 |
| Utilities | $ 329,432.00 | $ 2.45 | $ 349,930.00 | $ 2.60 |
| Insurance | $ 149,432.00 | $ 1.11 | $ 165,069.00 | $ 1.23 |
| RE Tax | $ 576,428.00 | $ 4.28 | $ 537,754.00 | $ 4.00 |
| | **$ 2,042,517.00** | **$ 15.17** | **$ 2,283,196.00** | **$ 16.96** |

*Lakeside SF* *134,598*

# EXHIBIT E
# WORK LETTER

1. Landlord's Work. Landlord will make certain improvements to the Premises (the "Landlord's Work") as set forth on that certain space plan and scope of work (collectively, the "Plan") attached hereto as Attachment 1 – Scope of Work and previously approved by Tenant. Should said Plan or any part of Landlord's Work require the preparation or development of additional plans or specifications, then Tenant shall have three (3) business days from Landlord's submission of such additional plans or specifications to Tenant to approve or disapprove the same. Tenant's failure to so approve or disapprove within such three (3) business day period shall constitute a Tenant Delay (as defined herein) and, at Landlord's election, be deemed Tenant's approval thereof. Tenant's disapproval of such plans and specifications shall specifically identify the nature of such disapproval. Landlord shall then have such plans and specifications amended to incorporate those items specified in Tenant's disapproval to which Landlord agrees. Tenant's approval of such plans and specifications shall not be unreasonably withheld, conditioned or delayed. Landlord and Tenant shall diligently work together in good faith to agree upon such plans and specifications, it being agreed that Tenant shall have no right to request that such plans and specifications be revised to reflect any work which is not contemplated within Exhibit E, Attachment 1 attached hereto except pursuant to Section 4 below. Upon approval, or deemed approval, of such additional plans and specifications the same shall be deemed the "Plan" for the purposes of this Work Letter. Except as may be otherwise shown on the Plan, Landlord shall perform Landlord's Work using building standard materials, quantities and procedures then in use by Landlord.

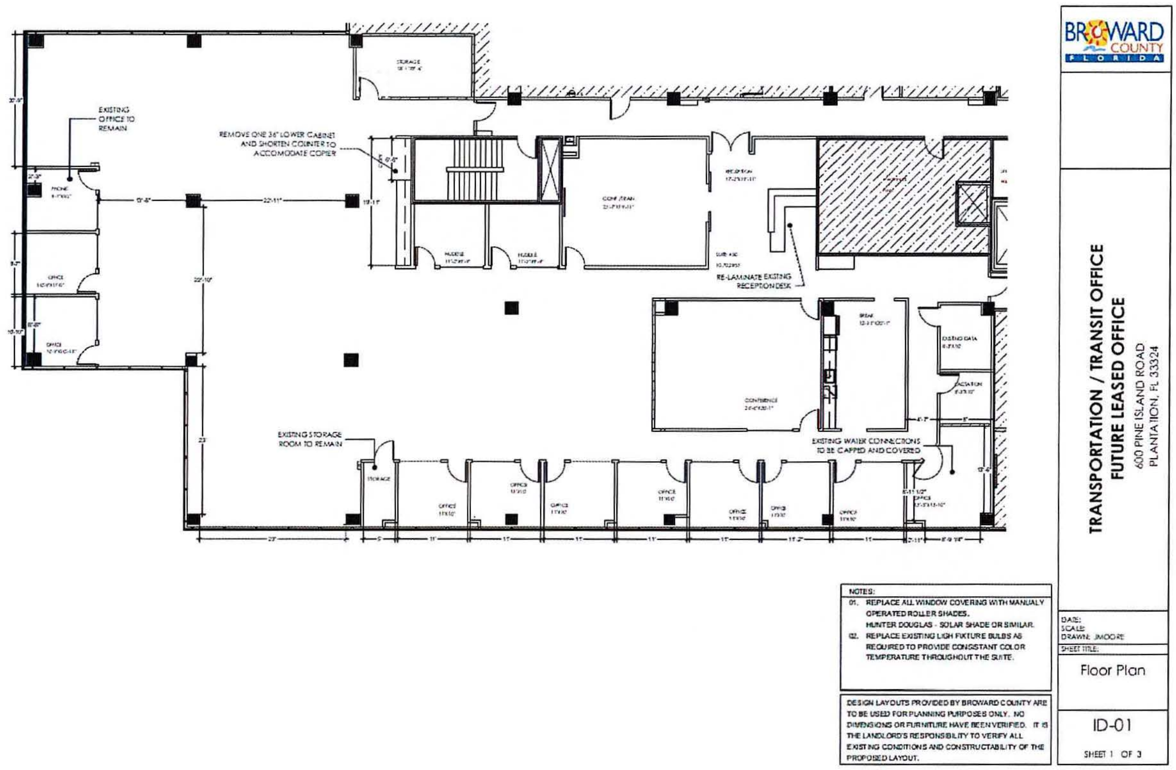
2. Substantial Completion. "Substantial Completion" or "Substantially Complete" means that Landlord's Work has been sufficiently completed such that the work is suitable for its intended purpose, notwithstanding any minor or insubstantial details of construction, decoration or mechanical adjustment that remain to be performed. If there is a delay in the Substantial Completion of the Landlord's Work for any reason neither Landlord, nor the managing or leasing agent of the Building, nor any of their respective agents, partners or employees, shall have any liability to Tenant in connection with such delay, nor shall the Lease be affected in any way except that the Commencement Date shall not occur until Landlord's Work is Substantially Complete. Notwithstanding the foregoing or any language of the Lease to the contrary, if Landlord's Work is delayed by a Tenant Delay (as defined below) then Tenant shall begin paying Rent as required under the Lease as of the date the Commencement Date would have occurred but for such Tenant Delay. Further, Tenant shall be responsible for any and all costs and expenses incurred as a result of such Tenant Delay(s), including, without limitation, the increase in any construction costs, with Tenant to pay Landlord for any such costs and expenses within ten (10) days of invoice.

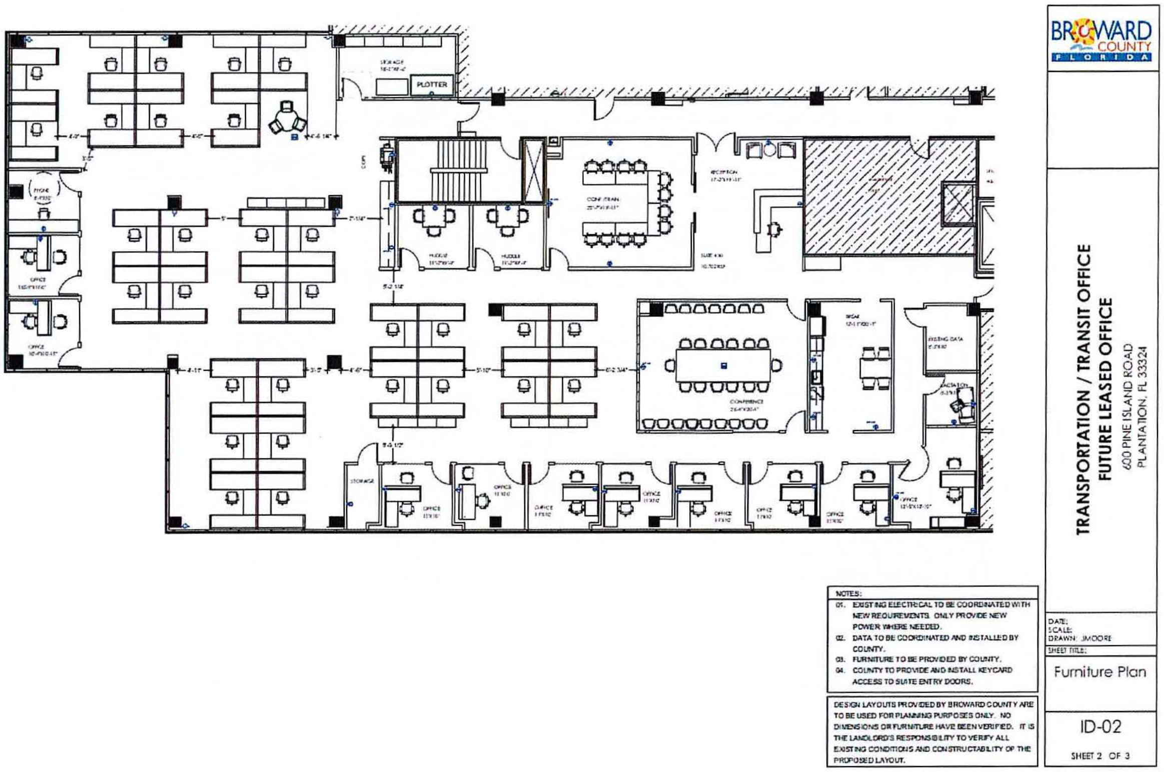
3. Tenant Delay. In addition to any other occurrence defined in the Lease or in this Work Letter as Tenant Delay, "Tenant Delay" means the occurrence of any one or more of the following which cause a delay in the completion of Landlord's Work: (i) Tenant is Delinquent (as hereafter defined) in submitting to Landlord any information, authorization or approvals requested by Landlord in connection with the performance of Landlord's Work; (ii) the performance or completion of any work or activity by a party employed by Tenant, including any of Tenant's employees, agents, contractors, subcontractors and materialmen; (iii) any postponements or delays requested by Tenant and agreed to by Landlord regarding the completion of the Landlord's Work;

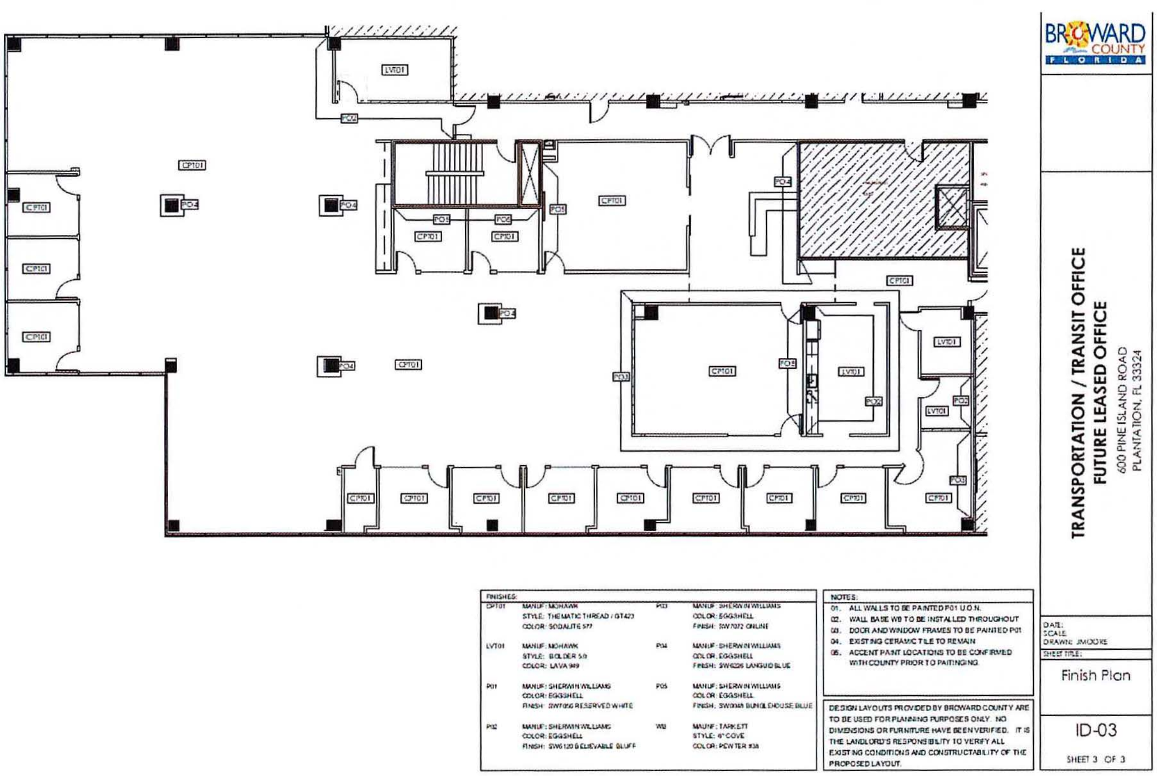
(iv) any error in Landlord's Work caused or related to any act or omission by Tenant or its employees or agents; (v) the performance of any TI Changes (as defined below); or (vi) any other act or omission of the Tenant which causes a delay in the completion of Landlord's Work. For the purposes of this Section, the term "Delinquent" shall mean that the action or communication required of Tenant is not taken within three (3) business days following request by Landlord.

4. Changes to Landlord's Work. Tenant will have no right to make any changes ("TI Changes") to the Plan or Landlord's Work without the prior written consent of Landlord and the execution by Landlord and Tenant of a written change order which specifies (i) the nature of the TI Changes and (ii) an estimate of the cost to Tenant as a result of such TI Changes. Tenant shall be solely responsible for the costs of all TI Changes (including, without limitation, a construction management fee of five percent (5%) of the total cost of all TI Changes) and Tenant shall pay such costs as Additional Rent upon demand.

# EXHIBIT E
## ATTACHMENT 1 – SCOPE OF WORK






**Furniture, fixtures and equipment are shown for illustrative purposes only and are not part of or included in Landlord's Work

# EXHIBIT F

## BASE RENT PAYMENT SCHEDULE

| Lease Months | Base Rent per RSF | Monthly Base Rent | Annual Base Rent |
|---|---|---|---|
| Months 1-12 | $27.00 | $24,079.50 | $288,954.00 |
| Months 13-24 | $27.81 | $24,801.89 | $297,622.68 |
| Months 25-36 | $28.64 | $25,542.11 | $306,505.32 |
| Months 37-48 | $29.50 | $26,309.08 | $315,708.96 |
| Months 49-60 | $30.39 | $27,102.82 | $325,233.84 |
| Months 61-72 | $31.30 | $27,914.38 | $334,972.56 |
| Months 73-84 | $32.24 | $28,752.71 | $345,032.52 |
| Months 85-96 | $33.21 | $29,617.79 | $355,413.48 |
| Months 97-108 | $34.21 | $30,509.62 | $366,115.44 |
| Months 109-120 | $35.24 | $31,428.21 | $377,138.52 |
| Months 121-127 | $36.30 | $32,373.55 | $388,482.60 |