

BUSINESS LEASE

This LEASE, dated this ____ day of _____, 2006, made by and between: Copans Road Associates LLP, a Florida limited liability partnership (hereinafter referred to as LANDLORD); and BROWARD COUNTY, a political subdivision of the State of Florida, by its Board of County Commissioners (hereinafter referred to as TENANT).

WITNESSETH:

In consideration of the mutual covenants hereinafter contained, it is hereby mutually agreed by and between the Parties as follows:

1. DESCRIPTION, TERM AND RENT:

- 1.1 LANDLORD hereby leases unto TENANT approximately 6,096 square feet at the address of 1100 Park Central Boulevard South, Suite 3500, situate in the City of Pompano Beach, County of Broward, State of Florida (the "Premises"), for the term of three(3) years commencing on the Rent Commencement Date (plus any stub month if the Rent Commencement Date is a day other than the first day of a calendar month), unless sooner terminated as provided herein, for the total rental of Four Hundred Fourteen Thousand Five Hundred Twenty Six 78/100 Dollars (\$414,526.78), lawful money of the U. S., which TENANT covenants to pay to LANDLORD or its duly authorized agent, payable in equal monthly installments as set forth in Exhibit "A", attached hereto and made a part hereof, at its office located at P.O. Box 551068, Tampa, Florida 33655-1068, or at such other place as may be designated in writing by LANDLORD to TENANT, according to the attached Exhibit "A", in advance, without demand, deduction or right of setoff, on the first day of each month during said term. The Premises is part of a building having a post office address of 1100 Park Central Boulevard South, Pompano Beach, Florida 33064 (the "Building"). The Building is part of the development (the "Development") commonly known as Park Central Business Park.
- 1.2 This lease shall become effective upon the date this Lease is last executed by the parties hereto ("Effective Date").
- 1.3 Rent shall commence the first day of the first month after LANDLORD provides TENANT with a letter certifying that all work items listed in the LANDLORD'S Scope of Work, which is attached hereto and made a part hereof as Exhibit "B", has been completed in compliance with all applicable laws, ordinances, orders or regulations of any federal, state, County or municipal authority now or hereinafter in effect unless specifically exempted therefrom ("Rent Commencement Date").

LANDLORD agrees that, subject to availability of materials and other force majeure events, LANDLORD will attempt to diligently complete all work items listed in LANDLORD'S Scope of Work no later than fifteen (15) days from the Effective Date.

- 1.4 LANDLORD further agrees that TENANT shall have the right to install its furniture, fixtures and equipment immediately following the Effective Date and continuing until the day immediately preceding the Rent Commencement Date, without any cost to TENANT, provided that TENANT does not interfere with or delay the completion of the LANDLORD's Scope of Work.
- 1.5 TENANT, at its sole option, may terminate this LEASE at any time after the 24th month of paid occupancy by giving the LANDLORD ninety (90) days prior written notice.

2. PARKING FACILITIES:

LANDLORD warrants that it will provide non exclusive parking facilities at the location of the Premises to accommodate TENANT'S clients, employees, invitees and guests in an amount equal to the number of non-exclusive parking spaces serving the Building multiplied by a fraction, the numerator of which is the rentable area contained in the Premises and the denominator of which is the rentable area contained in the Building ("Tenant's Parking Proportionate Share"). LANDLORD shall have the right to restrict TENANT's use of the Building's non exclusive parking spaces to the extent such usage exceeds Tenant's Parking Proportionate Share. The overnight parking of automobiles, trucks or other vehicles is prohibited.

3. USE OF PREMISES AND ACCESS TO PREMISES:

- 3.1 TENANT may use and occupy the Premises for operation of the Broward County Mass Transit offices or for any lawful purpose not inconsistent with the general operations of TENANT government, its various subdivisions, agencies, boards, councils, authorities, and departments. TENANT covenants that TENANT will not, without the written consent of LANDLORD, said consent not to be unreasonably withheld, permit the Premises to be occupied by any person, firm, or corporation other than TENANT and its employees. TENANT further covenants that no nuisance or hazardous trade or occupation shall be permitted or carried on in or upon said Premises, no act or thing shall be permitted and no thing shall be kept in or about said Premises which will increase the risk of hazard of fire, and no waste shall be permitted or committed upon or any damage done to said Premises, and TENANT shall not use or

occupy or permit the Premises to be used or occupied in any manner which will violate any laws or regulations of any governmental authority.

3.2 The standard business hours of the Building are 8:00 a.m. to 6:00 p.m., Monday through Friday and 9:00 a.m. to 12:00 p.m., Saturday, excluding national holidays ("Business Hours"). Subject to the right of LANDLORD to close the Building during threat of hurricane or other force majeure event, TENANT shall have access to the Premises, Building and parking 24 hours a day, 7 days a week. Access to the Premises and Building beyond the Business Hours shall be provided to the TENANT via a card access security system.

3.3 TENANT shall at its own cost and expense obtain any and all licenses and permits necessary for TENANT's use of the Premises. Any zoning letters, copies of zoning ordinances or other information from any governmental agency or other third party provided to TENANT by LANDLORD or any of LANDLORD's agents or employees shall be for informational purposes only. TENANT hereby acknowledges and agrees that TENANT shall conduct and rely solely on TENANT's own due diligence and investigation prior to entering into this Lease with respect to compliance of with all applicable laws, rules, ordinances and restrictive covenants pertaining to TENANT's use of the Premises and shall not rely on any such information provided by LANDLORD or any of its agents or employees.

3.4 The outside storage of any property including trash or garbage is prohibited. TENANT shall not permit any objectionable or unpleasant odors, smoke, dust, gas, noise or vibrations to emanate from the Premises, not take any other action which would constitute a nuisance or would disturb or endanger any other tenants of the Building or unreasonably interfere with any tenant's use of their respective premises.

4. UTILITIES AND OTHER SERVICES:

The following utilities, services and expenses shall be paid by the party identified:

	<u>LANDLORD</u>	<u>TENANT</u>
Air conditioning unit maintenance	X	
A/C filter maintenance and replacement when obsolete	X	

Electricity*	X
Janitorial services and supplies on a 5-day/week basis	X
Water and sewer service	X
Heat	X
Pest Control	X
Trash removal	X

* HVAC services shall be provided during Business Hours. HVAC services beyond Business Hours shall be provided at \$45.00 per hour and is subject to change, provided, however, that the rate shall not increase 3% per hour per year. A minimum of three (3) hours notice is required for after-hour HVAC services.

TENANT will not, without the written consent of LANDLORD, which consent will not be unreasonably withheld, use any apparatus or device in the Premises which will in any way increase the amount of electricity or water which LANDLORD determines to be reasonable for use of the Premises as general office space; nor connect with electrical current, except through existing electrical outlets in the Premises, or with water pipes, any apparatus or device. If TENANT requires water, electrical current or any other resource in excess of that usually furnished, TENANT shall first procure the consent of LANDLORD, which LANDLORD may refuse, and if not already installed, LANDLORD may cause a special meter to be installed in the Premises, at TENANT's cost and expense, so as to measure the amount of water, electric current or other resource consumed. LANDLORD shall not be liable for any interruption or failure of utility services on or to the Premises; provided, however, if the failure was caused solely by the negligent or intentional act or omission of LANDLORD or of LANDLORD's agents or contractors, and if LANDLORD fails to commence and proceed diligently to restore the utility service as soon as is reasonably possible then in such event the rent payable under this Lease shall abate until such time as the utility service is restored.

5. ALTERATIONS AND IMPROVEMENTS:

Unless otherwise prohibited by the terms of this lease, TENANT may, at its own expense, make such non-structural changes, alterations, additions and improvements to the Premises as it may deem necessary or expedient in its operation. If it is necessary, TENANT may make structural alterations or

additions with LANDLORD'S written consent, and such consent will not be unreasonably withheld or delayed. All such alterations and/or new construction shall, at the sole option of TENANT, be considered personalty and remain the exclusive property of TENANT. TENANT may, in its sole discretion, remove all such property from the Premises upon the termination of this Lease. Notwithstanding anything in this paragraph to the contrary, TENANT shall not install drapes, curtains, blinds or any window treatment without the LANDLORD's prior written consent, which consent LANDLORD shall not be unreasonably delay or withhold.

TENANT shall have no authority, express or implied, to create or place any lien or encumbrance of any kind or nature whatsoever upon, or in any manner to bind the interests of LANDLORD in the Premises or to charge the rentals payable hereunder for any claim in favor of any person dealing with TENANT, including those who may furnish materials or perform labor for any construction or repairs and nothing contained in this Lease shall be construed as a consent on the part of LANDLORD to subject the estate of LANDLORD to liability under the Construction Lien Law of the State of Florida, it being expressly understood that LANDLORD's estate shall not be subject to liens for improvements made by TENANT and each such claim shall affect and each such lien shall attach to, if at all, only the leasehold interest granted to TENANT. TENANT covenants and agrees that TENANT will pay or cause to be paid all sums legally due and payable by TENANT on account of any labor performed or materials furnished in connection with any work performed on the Premises by TENANT on which any lien is or can be validly and legally asserted against TENANT's leasehold interest in the Premises or the improvements thereon and that TENANT will save and hold LANDLORD harmless from any and all loss, cost or expense based on or arising out of asserted claims or liens against the leasehold estate or against the right, title and interest of LANDLORD in the Premises or under the terms of this Lease.

Notwithstanding any provision of this Lease relating to improvements, additions, alterations, repairs or reconstruction of or to the Premises, TENANT agrees and confirms that: (i) LANDLORD has not consented nor will LANDLORD ever consent to the furnishing of any labor or materials to the Premises that would or may result in any mechanic's or materialman's lien attaching to LANDLORD's interest in the Premises; (ii) TENANT is not the agent of LANDLORD for the purposes of any such improvements, additions, alterations, repairs or reconstruction; and (iii) except as expressly provided herein, LANDLORD has retained no control over the manner in which any such improvements, additions, alterations, repairs or reconstruction are accomplished, and has made no agreement to make or be responsible for any payment to or for the benefit of any person furnishing labor or materials in connection therewith. No one furnishing labor or materials to or for TENANT's account shall be entitled to claim any lien

against the interest of LANDLORD in the Premises and such entities shall look solely to TENANT and TENANT's leasehold interest under this Lease for the satisfaction of any such claims.

6. HOLD OVER BY TENANT:

TENANT may hold over and remain in possession of the Premises after the expiration of this lease only with the approval of the LANDLORD and shall, in no event, be deemed or construed to be a renewal or extension of this lease but shall only operate to create a month-to-month tenancy upon the same terms and conditions as are set forth in this Lease, which may be terminated by either party at the end of any month upon thirty (30) days' prior written notice by certified U.S. mail to the other. If the holdover is non consensual, then the tenancy shall be a tenancy at sufferance and double rent shall be charged during such non consensual holdover.

7. ASSIGNMENT OR SUBLETTING:

TENANT may assign or sublet all or portions of the Premises for the remainder of the term with the approval of LANDLORD, which approval LANDLORD shall not unreasonably delay or withhold, provided that the business or occupation of the assignee or subtenant is not extra-hazardous on account of fire, disreputable uses, or illegal uses and provided that in the case of an assignment, LANDLORD shall be entitled to consider the financial net worth of the proposed assignee and the fact that the assignment will be an ovation of TENANT's liability in making its decision. If TENANT is assigning to a government agency, as defined by state law, LANDLORD herein grants its consent for such assignment without the necessity of further action. LANDLORD may require an assignee to sign an assignment agreement wherein the assignee will assume the terms of this Lease. Should TENANT assign this Lease, TENANT shall be relieved from all liability under the Lease. Should TENANT sublease the premises, TENANT will remain secondarily liable under the Lease if the Sublessee defaults. LANDLORD shall have the right to cancel this Lease if the proposed private assignee or subtenant is not reasonably acceptable to LANDLORD. If the proposed assignee is not a governmental entity, LANDLORD shall have the right to require the Lease be amended to LANDLORD's standard lease form. If TENANT sublets all or a part of the Premises, then TENANT shall be responsible for collecting all sales tax due thereon with respect to the sublet rentals.

8. ASSIGNMENT OF LEASE AND RENT:

8.1 Notwithstanding anything herein to the contrary, if the Building is encumbered by an assignment of leases and rents made by LANDLORD

and recorded in the Public Records of the County in which the Building is located, then upon the written demand of the lender named in such assignment of leases or rents or the successor in interest to such lender (collectively, "Lender"), TENANT agrees to pay all rents required to be made by TENANT pursuant to the terms of this LEASE to such Lender and LANDLORD agrees that TENANT shall be credited by LANDLORD for any payments so made, provided that any such assignment of leases and rents shall not (i) increase or alter TENANT's payment obligations or other liability under the LEASE and (ii) reduce LANDLORD's obligations under this Lease.

8.2 Superior Mortgagee shall be defined as a bank, insurance company or other institutional lender now or hereinafter holding a mortgage encumbering the Building. The current Superior Mortgagee is Teachers Insurance and Annuity Association of America.

8.3 The provisions of this paragraph are required to be inserted in this Lease pursuant to an Assignment of Leases and Rents entered into by LANDLORD in favor of the Superior Mortgagee recorded in the Public Records of Broward County, Florida. TENANT's obligation to pay Rent and any additional rent under this Lease is not based in any way on the income or profits derived from the Premises. If a Superior Mortgagee or any other party succeeds to the interest of LANDLORD under the Lease in any manner, including but not limited to foreclosure, exercise of any power of sale, succession by deed in lieu or other conveyance, and if the Superior Mortgagee is advised by its counsel that all or a portion of the Rent payable under this Lease is or may be deemed to unrelated business income within the meaning of the Internal Revenue Code of 1986, as amended from time to time, as in effect at that time (the "Code"), or within the meaning of U.S. Treasury Regulations promulgated under the Code, the Superior Mortgagee may elect to amend unilaterally the calculation of the Rent, and TENANT agrees to execute such amendment, so that none of the Rent payable to the Superior Mortgagee under the Lease will constitute unrelated business income provided that such amendment shall not increase TENANT's payment obligations or other liability under the Lease or reduce LANDLORD's obligations under this lease.

9. BUILDING RULES AND REGULATIONS:

The current Rules and Regulations applicable to the Building and TENANT's use of the Premises and Common Areas, as defined herein is attached to this Lease as Exhibit "C". Common Areas is defined as all access openings and roadways outside the Building and within the exterior boundary line of the land of which the

Building is a part, the parking areas serving the Building, shipping and receiving access for the Building, landscaped areas, lobbies, elevators, common restrooms and common hallways of the Building. LANDLORD reserves the right to change the Rules and Regulations from time to time provided that any such change is uniformly applied to all tenants of the Building and provided that TENANT receives advance written notice of the change the Rules and Regulations. TENANT covenants and agrees to comply with the Rules and Regulations as same may from time to time be modified as aforesaid, provided, however, that if there is a conflict between an express provision of this Lease and the Rules and Regulations, then the express provision of this Lease shall control.

10. SURRENDER UPON TERMINATION:

TENANT agrees that upon expiration of the lease term, or upon the termination of the Lease for any cause, it will, upon written notification by certified U.S. mail, peaceably surrender and deliver the premises to LANDLORD, its agents or assigns. TENANT further agrees that it will leave the Premises in the condition existing at the commencement of this Lease, subject to reasonable wear and tear during the term of the Lease. TENANT further agrees to allow a representative of LANDLORD to inspect the Premises to determine that the Premises is in the same state and repair as it was at the time it was leased to TENANT, subject to reasonable wear and tear.

11. RECOVERY OF POSSESSION ON DEFAULT; RECOVERY OF DAMAGES:

In the event any rent or additional rent shall be in default and unpaid after thirty (30) days from due date, or if TENANT shall be in breach of any non monetary provision of this Lease, LANDLORD may give TENANT notice thereof, by certified U.S. mail, and only if TENANT shall fail to remedy such default within thirty (30) days after receipt of such notice shall LANDLORD have the right to institute proceedings for the recovery of possession of the Premises. In addition, LANDLORD shall have all equitable and legal rights and remedies of a landlord available under Florida law and shall be entitled to recover all damages recoverable at law and shall be entitled to pursue all equitable remedies available.

12. CHANGE IN OWNERSHIP:

Should LANDLORD sell the Premises herein, it shall immediately, together with the new owners, notify TENANT by certified U.S. mail, to whom and where future rentals shall be paid. Should either LANDLORD or the new owners fail to notify TENANT, TENANT shall withhold payment of rentals until such notice is received from both LANDLORD and new owner. The withholding of such rental shall not

be construed as a default under the Lease. Provided that the purchaser assumes all obligations of LANDLORD hereunder, LANDLORD shall not be liable under this Lease for any event occurring after the date of assumption.

13. DAMAGE TO PREMISES:

TENANT agrees that all personal property placed on the Premises shall be at the risk of TENANT. TENANT shall give LANDLORD, or to its agent, prompt written notice of any accident to, or defect in, the roof, outside walls, foundations, sidewalks, interior walls, skylights, floors, windows, ceilings, sprinkler and hot water systems, elevators, heating units, air conditioning units, plumbing and electrical wiring, utilities or other building components, and the same will be remedied by LANDLORD with due diligence, subject to the provisions of this Lease dealing with repairs and exterior maintenance.

14. INSPECTION:

LANDLORD, its duly authorized agent, so stated by written notice to TENANT, and any authorized employees of the said agent, the janitor or watchman, may enter said Premises upon reasonable notice to TENANT to examine same or to make needed repairs to said Premises, and, if the Premises consist of only a part of a structure owned or controlled by LANDLORD, LANDLORD, its agent, janitor or watchman or authorized employees may enter the demised Premises at reasonable times upon reasonable notice to the TENANT to install or repair items cited herein and other appliances deemed by LANDLORD to be essential to the use and occupation of other parts of the Premises. LANDLORD, its duly authorized agent, so stated by written notice to TENANT, and any authorized employees of the said agent, may enter said Premises upon reasonable notice to TENANT for the purpose of showing same to prospective purchasers, lenders or tenants.

15. FIRE OR OTHER CASUALTY:

In the event of injury to the Premises or any part thereof during said term by fire or other cause, TENANT shall give immediate notice thereof to LANDLORD. Subject to availability of materials, labor and other force majeure events, the Premises shall be repaired within a reasonable time at the expense of LANDLORD. If the Premises are rendered untenable by the elements or any other cause, all rental payments shall cease until the same shall be repaired as aforesaid. If only a part of the Premises may be occupied, TENANT shall pay rent proportionate to that part of the Premises that may be occupied. If the Premises shall be destroyed by the elements or any other cause, or so nearly destroyed as to require substantial rebuilding, rent shall be paid up to the time of

such destruction and from thenceforth this Lease shall cease and come to an end, and TENANT shall have no further liability.

16. REPAIRS:

LANDLORD covenants to keep the said Premises in good structural repair, so far as concerns TENANT. LANDLORD shall maintain and keep in good repair the roof, skylights, outside walls, foundations, sidewalks, interior walls, floors, windows, ceilings, sprinkler and hot water systems, elevators, heating plants, air conditioning plants, plumbing, and electrical wiring. LANDLORD shall also make any repairs necessitated by water seepage or by other causes not under TENANT'S control. LANDLORD shall also make all repairs or changes which may be necessary to make the Premises and the use herein contemplated comply with applicable laws, ordinances, orders or regulations of any federal, state, County or municipal authority now or hereafter in effect unless specifically exempted therefrom. If LANDLORD fails, within a reasonable time after request, to make such repairs or changes, then (a) subject to the provisions of Section 39, LANDLORD shall be liable for any damages to property or loss thereby sustained by TENANT, and (b) TENANT may have such repairs made at the expense of LANDLORD, and if not reimbursed within thirty days of invoice from TENANT to LANDLORD, TENANT may bring suit against LANDLORD to recover its expenditures, plus interest and costs.

17. EXTERIOR MAINTENANCE:

Exterior maintenance, including without limitation, routine gardening, cutting, mulching, pruning and similar maintenance of all foliage; routine and non-routine maintenance of parking areas, common exterior areas, swale areas within the property line (including cleaning, painting, striping, paving, and repairs) shall be done by LANDLORD, at its expense.

18. WAIVER:

Failure of either party to insist upon strict performance of any covenant or condition of this Lease, or to exercise any right or option herein contained, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right of election; but the same shall remain in full force and effect. None of the conditions, covenants and provisions of this Lease shall be waived or modified except by the Parties hereto in writing.

19. INSURANCE:

LANDLORD agrees that during the term hereof it will, at its expense, keep the Premises insured against loss or damage by fire, together with extended

coverage to the extent of replacement value thereof (subject to any applicable deductible), including plate glass insurance. Notwithstanding anything herein to the contrary, LANDLORD shall repair and replace plate glass damaged as a result of casualty covered under the LANDLORD'S policy of fire insurance with extended coverage. Should LANDLORD make major repairs or rebuild the Premises, and TENANT elects to remain as a tenant, LANDLORD shall replace said building with a structure as good as or better than the damaged or destroyed building.

20. ENVIRONMENTAL CONTAMINATION:

LANDLORD represents and warrants to TENANT that as of the date of execution of this Lease, neither LANDLORD, nor to the best of LANDLORD's knowledge, any third party has used, produced, manufactured, stored disposed of or discharged any hazardous wastes or toxic substances in, under or about the Premises during the time in which the LANDLORD owned the Premises.

TENANT agrees that: (i) no activity will be conducted on the Premises that will produce any Hazardous Substance, except for such activities that are part of the ordinary course of TENANT's business (the "Permitted Activities") provided said Permitted Activities are conducted in accordance with all Environmental Laws; (ii) the Premises will not be used by TENANT in any manner for the storage of any Hazardous Substances except for the temporary storage of such materials that are used in the ordinary course of TENANT's business (the "Permitted Materials") provided such Permitted Materials are properly stored in a manner and location meeting all Environmental Laws; (iii) no portion of the Premises or the Common Areas will be used by TENANT as a landfill or dump; (iv) TENANT will not install any underground tanks of any type in the Common Areas; (v) TENANT will not cause any surface or subsurface conditions to exist or come into existence that constitute, or with the passage of time may constitute, a public or private nuisance; (vi) TENANT will not permit any Hazardous Substances to be brought onto the Premises, except for the Permitted Materials and if so brought or found located thereon, the same shall be immediately removed, with proper disposal, and all required cleanup procedures shall be diligently undertaken pursuant to all Environmental Laws.

21. RADON GAS:

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risk to persons who are exposed to it over time. Levels of radon that exceed Federal and State Guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the Broward County

Public Health Unit.

22. NOTICES:

Any notice or demand, which, under the terms of this Lease or by any statute or ordinance, must or may be given or made by a Party hereto, shall be in writing and shall be given by certified or registered U.S. mail sent to the other Party at the address of its principal office herein mentioned, or to such other address as such Party may from time to time designate by notice. Notice to TENANT shall be addressed to:

County Administrator
Broward County Governmental Center, Room 409
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

With a copy to:

Real Property Section
Broward County Governmental Center, Room 326
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

Notice to the LANDLORD shall be addressed to:

Copans Road Associates, LLP
c/o Premier Commercial Realty
2100 Park Central Boulevard, North Suite 900
Pompano Beach, Florida 33064

23. TERMS:

Every term of this Lease shall be deemed and construed to be of the essence thereof, and any breach shall be deemed and construed to be the very substance of this Lease.

24. SUCCESSORS; ASSIGNS:

This Agreement shall inure to and be binding upon the successors and authorized assigns of the Parties.

25. RIGHT TO MORTGAGE AND SELL:

LANDLORD may encumber the premises by mortgage or mortgages, securing

such sum or sums and upon such terms and conditions as LANDLORD may desire, and any such mortgage or mortgages so given shall be a first lien upon the land and buildings superior to the rights of TENANT herein; provided, however, that no mortgage or lien shall encumber TENANT property. LANDLORD may sell the premises as set forth herein; however, this Lease shall be expressly assumed by LANDLORD's vendee. From time to time, upon written request of LANDLORD, TENANT may execute and deliver to LANDLORD a Non-Disturbance and Attornment Agreement on the then Superior Mortgagee's standard form subject to TENANT's review and acceptance of the terms and provisions of said Non-Disturbance and Attornment Agreement and provided that nothing therein increases the TENANT's payment obligations or other liability under this Lease or reduce the obligations of the LANDLORD or Superior Mortgagee.

LANDLORD shall give the TENANT prior written notice at least 30 days before the sale of the premises or any assignment of rents to LANDLORD's mortgage. Such notice shall be given in the manner specified for notices under this Lease.

26. COPIES OF LEASE:

This Lease shall be executed in triplicate original copies, each copy of which, bearing original signatures, is to have the force and effect of an original document.

27. PRIOR AGREEMENTS:

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document utilizing the same formalities as were used in the execution of this Agreement.

28. APPLICABLE LAW AND VENUE AND ATTORNEY'S FEES:

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for litigation concerning this Agreement shall be in Broward County, Florida. If any party brings an action or proceeding to enforce the terms hereof or declare rights hereunder, the prevailing party in any such proceeding shall be entitled to reasonable attorney's

fees and court costs.

29. CONDEMNATION:

LANDLORD reserves unto itself, and TENANT assigns to LANDLORD, all right to damages accruing on account of any taking or condemnation of all or any part of the Premises, or by reason of any act of any public or quasi-public authority for which damages are payable. TENANT agrees to execute such instruments of assignments as may be required by LANDLORD, to join with LANDLORD in any petition for the recovery of damages, if requested by LANDLORD, and to turn over to LANDLORD any such damages that may be recovered in any such proceeding. LANDLORD does not reserve to itself, and TENANT does not assign to LANDLORD, any damages payable for any trade fixtures installed by TENANT at its cost and expense which are not part of the realty, or for any damages for interruption to the business of TENANT which do not compensate loss of real property or any interest therein.

30. PUBLIC ENTITY CRIMES ACT:

LANDLORD represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to TENANT and may not submit bids on leases of real property to TENANT for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this lease agreement and recovery of all monies paid hereto.

In addition to the foregoing, LANDLORD further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether LANDLORD has been placed on the convicted vendor list.

31. INDEPENDENT CONTRACTOR:

LANDLORD is an independent contractor under this Agreement. Services provided by LANDLORD shall be subject to the supervision of LANDLORD, and such services shall not be provided by LANDLORD or its agents as officers, employees, or agents of the TENANT.

32. THIRD PARTY BENEFICIARIES:

Neither LANDLORD nor TENANT intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

33. CONFLICTS:

Neither LANDLORD nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with LANDLORD's loyal and conscientious exercise of judgment related to its performance under this Agreement.

LANDLORD agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against TENANT in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process, nor shall such persons give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of TENANT or in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding.

In the event LANDLORD is permitted to utilize subcontractors to perform any services required by this Agreement, LANDLORD agrees to prohibit such subcontractors, by written contract, from having any conflicts as within the meaning of this section.

34. COMPLIANCE WITH LAWS:

LANDLORD shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement.

35. SEVERANCE:

In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless TENANT or LANDLORD elects to terminate this Agreement. Any election to terminate this Agreement based upon this section shall be made within seven (7) days after the finding by the court becomes final.

36. JOINT PREPARATION:

Preparation of this Agreement has been a joint effort of TENANT and LANDLORD and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

37. PRIORITY OF PROVISIONS:

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

38. OTHER PROVISIONS:

Any additional provisions entered into any the time of execution of this Lease shall require approval of the parties by initialing at the bottom of any additional page(s), which must be affixed to the Lease.

39. LIABILITY:

Notwithstanding anything in this Lease to the contrary, LANDLORD shall not be liable to TENANT for any damage to property on or about the Premises unless caused by or resulting from the gross negligence or intentional wrongful act or grossly negligent omission of LANDLORD or its agents, servants or employees in the operation or maintenance of the Premises or the Development, subject to the doctrine of comparative negligence in the event of contributory negligence on TENANT's part or on the part of TENANT's agents, employees or servants. In no case will a Superior Mortgagee be liable to TENANT for injury, damage or loss caused by LANDLORD, regardless of the cause. In those cases specified above where LANDLORD is liable to TENANT for damage to TENANT's property, LANDLORD's liability is limited to the replacement value of the property damaged. In no case will LANDLORD be liable to TENANT for incidental or consequential damages or for lost profits.

This Lease is subject to the approval of the Board of County Commissioners as a condition precedent to its validity.

IN WITNESS WHEREOF, the parties have made and executed this Business Lease on the respective dates under each signature: COPANS ROAD ASSOCIATES, LLP signing by and through its Authorized Partner duly authorized to execute same, and BROWARD COUNTY, through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the _____ day of _____, 20_____.

LANDLORD

COPANS ROAD ASSOCIATES LLP

Argent Point, Inc., an authorized partner

By [Signature]
Printed Name: JACK AZOUL
Title: PRESIDENT

Stone Point, Inc., an authorized partner

By [Signature]
Printed Name: ERWIN SREDAL
Title: PRESIDENT

6th day of OCTOBER, 2006

WITNESSES:

[Signature]
Witness 1 Signature

ANTONIO A. PARRON-MOLINA
Witness 1 Print/Type Name

[Signature]
Witness 2 Signature

ANA M. HERNANDEZ
Witness 2 Print/Type Name

BUSINESS LEASE BETWEEN COPANS ROAD ASSOCIATES LLP AND BROWARD COUNTY.

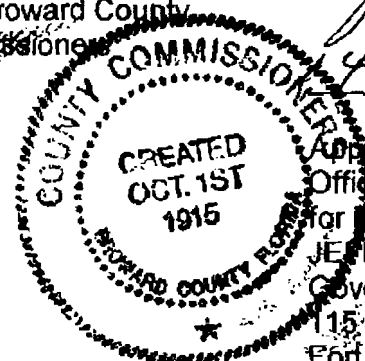
TENANT

ATTEST:

BROWARD COUNTY, by and through its Board of County Commissioners

Joseph M...
ASST. Broward County Administrator, as
Ex-officio Clerk of the Broward County
Board of County Commissioners

By *Joseph E. Gall...*
Mayor



4 day of *Nov.*, 20*06*

Approved as to form by
Office of the County Attorney
for Broward County, Florida
JEFFREY J. NEWTON, County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968

Insurance requirements
approved by Broward County
Risk Management Division

By *David...* 10/16/06
Signature (Date)

By *Purvi A. Bhogaita* 10/19/06
Purvi A. Bhogaita (Date)
Assistant County Attorney

PAB:dmv
9/14/06
9/06/06
8/10/06
G:\DIV4\PAB\RPV\AGREE\CopansRdAssoc-Lease4.doc

Exhibit A

Rent Schedule

Based on approximately 6,096 rentable square feet and the following fixed annual rent adjustment.

The County is exempt from paying State Sales Tax.

Three Year Term

<u>Year</u>	<u>Annual Rent Adjustment</u>	<u>\$/SF</u>	<u>Annually</u>	<u>Monthly</u>
1/1/07 - 12/31/07 ← 1	0.0%	\$22.00	\$ 134,112.00	\$ 11,176.00
1/1/08 - 12/31/08 ← 2	103.0%	\$22.66	\$ 138,135.36	\$ 11,511.28
1/1/09 - 12/31/09 ← 3	103.0%	\$23.34	<u>\$ 142,279.42</u>	\$ 11,856.62
	Total		\$ 414,526.78	

Exhibit C

PARK CENTRAL BUSINESS PARK BUILDING ONE
RULES AND REGULATIONS

1. The sidewalks, halls, passages, exits, entrances, elevators, escalators and stairways shall not be obstructed by Tenant or used for any purpose other than for ingress and egress from its Premises. The halls, passages, exits, entrances, elevators and stairways are not for the use of the general public and Landlord shall in all cases retain the right to control and prevent access thereto by all persons whose presence, in the judgment of Landlord, shall be prejudicial to the safety, character, reputation and interests of the Building and its tenants, provided that nothing herein contained shall be construed to prevent such access to persons with whom Tenant normally deals in the ordinary course of Tenant's business unless such persons are engaged in illegal activities. Tenant shall not go upon the roof on the Building.

2. The bulletin board or directory of the Building will be provided exclusively for the display of the name and location of Tenants and Landlord reserves the right to exclude any other names therefrom.

3. No curtains, draperies, blinds, shutters, shades, screens or other coverings, awnings, hangings or decorations shall be attached to, hung or placed in, or used in connection with, any window or door on the Premises without the prior written consent of Landlord. In any event, all such items shall be installed inboard of Landlord's standard window covering and shall in no way be visible from the exterior of the Building. No articles shall be placed on the windowsills so as to be visible from the exterior of the Building. No articles shall be placed against glass partitions or doors which might appear unsightly from outside Tenant's Premises.

4. Landlord reserves the right to exclude from the Building between the hours of 6:00 p.m. and 8:00 a.m. weekdays, and at all hours on Saturdays, Sundays and holidays all persons who are not tenants or their accompanied guests. Tenant shall be responsible for all persons it allows to enter the Building and shall be liable to Landlord for all acts of such persons.

Landlord shall in no case be liable for damages for error with regard to the admission or exclusion of any person from the Building.

During the continuance of any invasion, mob, riot, public excitement or other circumstances rendering such action advisable in Landlord's opinion, Landlord reserves the right to prevent access to the Building by closing the doors, or otherwise, for the safety of tenants and protection of the Building and property in the Building.

5. Tenant shall not employ any person or persons other than Landlord's janitor for the purpose of cleaning its Premises. Except with the written consent of Landlord, no persons other than those approved by Landlord shall be permitted to enter the Building for the purpose of cleaning same. Tenant shall not cause any unnecessary labor by reason of its carelessness or indifference in the preservation of good order and cleanliness. Landlord shall in no way be responsible to Tenant for any loss of property on its Premises however occurring, or for any damage done to the effects of Tenant by the janitor or any other employee or any other person.

6. Tenant shall not use upon its Premises vending machines or accept barbering or bootblacking services in its Premises except from persons authorized by Landlord.

7. Tenant shall see that all doors to its Premises are securely locked and that all utilities, water faucets or water apparatus are shut off before Tenant leaves the Premises, so as to prevent waste or

damage, and shall be responsible for all injuries sustained by other tenants or occupants of the Building or Landlord as a result of its failure to do so. Tenant shall keep the door or doors to the Building corridors closed at all times except for ingress and egress.

8. Tenant shall not waste electricity, water or air conditioning and agrees to cooperate fully with Landlord to assure the most effective operation of the Building's heating and air conditioning, and shall refrain from attempting to adjust any controls.

9. Tenant shall not alter any lock or access device or install a new or additional lock or access device or any bolt on any door in its Premises without prior written consent of Landlord. If Landlord shall give its consent, Tenant shall in each case furnish Landlord with a key for any such lock.

10. Tenant shall not make or have made additional copies of any keys or access devices provided by Landlord. Tenant, upon the termination of the tenancy, shall deliver to Landlord all the keys or access devices for the Building, offices, rooms and toilet rooms which shall have been furnished Tenant or which Tenant shall have had made. In the event of the loss of any keys or access devices so furnished by Landlord, Tenant shall pay Landlord therefor.

11. The toilet rooms, toilets, urinals, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed and no foreign substance of any kind whatsoever, including, but not limited to, coffee grounds, shall be thrown therein, and the expense of any breakage, stoppage, or damage resulting from the violation of this rule shall be borne by the tenant, who, or whose employees or invitees, shall have caused it.

12. Tenant shall not keep in the Building any kerosene, gasoline or inflammable or combustible fluid or material other than limited quantities necessary for the operation or maintenance of office equipment. Tenant shall not use any method of heating or air conditioning other than that supplied by Landlord.

13. Tenant shall not permit to be kept in its Premises any foul or noxious gas or substance or permit its Premises to be 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 brought or kept in or about the Building.

14. No cooking shall be done in the Premises (except that use by the Tenant of Underwriter's Laboratory approved equipment for the preparation of coffee, tea, hot chocolate and similar beverages for Tenant and its employees shall be permitted, provided that such equipment and use is in accordance with applicable federal, state and city laws, codes, ordinances, rules and regulations) nor shall the Premises be used for lodging.

15. Tenant shall not sell or permit the sale, at retail, of newspapers, magazines, periodicals, theater tickets or any other goods on the Premises, nor shall Tenant carry on, or permit the business of stenography, typewriting or any similar business in or from the Premises for the service or accommodation of occupants of any other portion of the Building, nor shall the Premises be used for the storage of merchandise, manufacturing of any kind, the business of a public barber shop, or beauty parlor, or for any improper, immoral or objectionable purpose, or any business activity other than that specifically provided for in Tenant's lease.

16. Landlord will direct electricians as to where and how telephone, telegraph and electrical wires are to be introduced or installed. No boring or cutting for wires will be allowed without the prior written consent of Landlord. The location of burglar alarms, telephones, call boxes or other office equipment affixed to the Premises shall be subject to the written approval of Landlord.

17. Tenant shall not install any radio or television antenna, loudspeaker or any other device on the

exterior walls or the roof of the Building. Tenant shall not interfere with radio or television broadcasting or reception from or in the Building.

18. Tenant shall not lay linoleum, tile, carpet or any other floor covering so that the same shall be affixed to the floor of its Premises in any manner except as approved in writing by Landlord. The expense of repairing any damage resulting from a violation of this rule or the removal of any floor covering shall be borne by Tenant.

19. No furniture, freight, equipment, materials, supplies, packages, merchandise or other property will be received in the Building or carried up or down elevators except between such hours and in such elevators as shall be designated by Landlord. Landlord shall have the right to prescribe the weight, size and position of all safes, furniture, files, bookcases or other heavy equipment brought into the Building. Safes or other heavy objects shall, if considered necessary by Landlord, stand on wood strips of such thickness as determined by Landlord to be necessary to properly distribute the weight thereof. Landlord will not be responsible for loss of or damage to any such safe, equipment or property from any cause, and all damage done to the Building by moving or maintaining any such safe, equipment or other property shall be repaired at the expense of Tenant.

Business machines and mechanical equipment belonging to Tenant which cause noise or vibration that may be transmitted to the structure of the Building or to any space therein to such a degree as to be objectionable to Landlord or to any tenants in the Building shall be placed and maintained by Tenant, at Tenant's expense, on vibration eliminators or other devices sufficient to eliminate noise and vibration. The persons employed to move such equipment in or out of the Building must be acceptable by Landlord.

20. Tenant shall not place a load upon any floor which exceeds the load per square foot with such floor was designed to carry and which is allowed by law. Tenant shall not mark, or drive nails, screws or drill into, the partitions, woodwork or plaster or in any way deface the Premises.

21. There shall not be used in any space, or in the public areas of the Building, either by Tenant or others, any hand trucks except those equipped with rubber tires and side guards or such other material-handling equipment as Landlord may approve. No other vehicles of any kind shall be brought by Tenant into or kept in or about the Premises.

22. Tenant shall store all its trash and garbage within the interior of its Premises. No materials shall be placed in the trash boxes or receptacles if such material is of such nature that it may not be disposed of in the ordinary and customary manner of removing and disposing of trash and garbage in this area without violation of any law or ordinance governing such disposal. All trash, garbage and refuse disposal shall be made only through entryways and elevators provided for such purposes and at such times as Landlord may designate.

23. Canvassing, soliciting or distributing of handbills or any other written material, and peddling in the Building are prohibited and Tenant shall cooperate to prevent the same. Tenant shall not make room-to-room solicitation of business from other tenants in the Building.

24. Landlord reserves the right to exclude or expel from the Building any person who, in Landlord's judgment, is intoxicated or under the influence of liquor or drugs or who is in violation of any of the rules and regulations of the Building.

25. Without the prior written consent of Landlord, Tenant shall not use the name of the Building in connection with the business of Tenant except as Tenant's address.

26. Tenant shall comply with all energy conservation, safety, fire protection and evacuation procedures and regulations established by Landlord or any governmental agency.

27. Tenant assumes any and all responsibility for protecting its Premises from theft, robbery and pilferage.
28. The requirements of Tenant will be attended to only upon application at the office of the Building by an authorized individual. Employees of Landlord shall not perform any work or do anything outside of their regular duties unless given special instructions from Landlord, and no such employees will admit any person (Tenant or otherwise) to any office without specific instructions from Landlord.
29. Landlord may waive any one or more of these Rules and Regulations for the benefit of any particular Tenant, but no such waiver by Landlord shall be construed as a waiver of such Rules and Regulations in favor of any other Tenant, nor prevent Landlord from thereafter enforcing any such Rules and Regulations against any or all tenants of the Building.
30. Landlord reserves the right to make such other reasonable rules and regulations as in its judgment may from time to time be needed for safety and security, for care and cleanliness of the Building and for the preservation of good order therein. Tenant agrees to abide by all such Rules and Regulations hereinabove stated and any additional rules and regulations which are adopted.
31. All wallpaper or vinyl fabric materials which Tenant may install on painted walls shall be applied with a strippable adhesive. The use of nonstrippable adhesives will cause damage to the walls when materials are removed, and repairs made necessary thereby shall be made by Landlord at Tenant's expense.
32. Tenant shall provide and maintain hard surface protective mats under all desk chairs which are equipped with coasters to avoid excessive wear and tear to carpeting. If Tenant fails to provide such mats, the cost of carpet repair or replacement made necessary by such excessive wear and tear shall be charged to and paid by Tenant.
33. Tenant will refer all contractors, contractors' representatives and installation technicians rendering any service to Tenant to Landlord for Landlord's supervision, approval, and control before performance of any contractual service. This provision shall apply to all work performed in the Building, including installations of telephones, telegraph equipment, electrical devices and attachments and installations of any nature affecting floors, walls, woodwork, trim, windows, ceilings, equipment or any other physical portion of the Building.
34. Tenant shall give prompt notice to Landlord of any accidents to or defects in plumbing, electrical fixtures, or heating apparatus so that such accidents or defects may be attended to properly.
35. Tenant shall be responsible for the observance of all of the foregoing Rules and Regulations by Tenant's employees, agents, clients, invitees and guests.
36. Tenant shall not allow its employees or invitees to park in other than designated areas, nor shall any washing of cars or car repairs be permitted in any parking areas, nor shall overnight parking be permitted, nor shall commercial trucks be allowed in the parking areas other than in designated delivery areas.
37. Other than for single-trip usages, Tenant shall make reservations for use of any elevators, which shall be accepted by Landlord on a first-come, first-serve basis.
38. These Rules and Regulations are in addition to, and shall not be construed to in any way modify, alter or amend, in whole or in part, the terms, covenants, agreements and conditions of any lease of premises in the Building.