

**ITEM #6**  
*(Replacement Exhibit 1)*

**ADDITIONAL MATERIAL**  
**10:00 a.m. Regular Meeting**

**OCTOBER 23, 2018**

**SUBMITTED AT THE REQUEST OF**  
**OFFICE OF THE COUNTY ATTORNEY**



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954-357-7600 · FAX 954-357-7641

**MEMORANDUM**

**TO:** Board of County Commissioners

**FROM:** Annika E. Ashton, Senior Assistant County Attorney

**DATE:** October 19, 2018

**RE: Item #6 on the October 23, 2018, County Commission Agenda  
CAO File: #387966**

Attached for your consideration is the final Lease Agreement between ACP Partners, LLC, and Broward County related to Item #6 on the October 23, 2018, County Commission Agenda. This final Lease Agreement replaces the original Exhibit 1 to Agenda Item #6. It does not include any material changes from the prior version distributed with the printed agenda, and has been executed by the APC Partners, LLC, the Office of the County Attorney, and the Risk Management Division.

AEA/IQ/mdw  
Attachment

c: Andrew J. Meyers, County Attorney  
Bertha Henry, County Administrator  
Bob Melton, County Auditor

**OFFICE LEASE AGREEMENT  
BETWEEN  
ACP PARTNERS, LLC  
AND  
BROWARD COUNTY**

This OFFICE LEASE AGREEMENT ("Lease") between ACP PARTNERS, LLC, a Florida limited liability company ("Landlord"), whose address is 777 Brickell Avenue, Suite #1360, Miami, Florida 33131, and BROWARD COUNTY, a political subdivision of the State of Florida ("Tenant"), whose address is 115 South Andrews Avenue, Fort Lauderdale, Florida 33301, is entered into and effective as of the date this Lease is fully executed by the Parties ("Effective Date"). Landlord and Tenant are hereinafter referred to collectively as the "Parties," and individually referred to as a "Party."

**RECITALS**

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

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

**LEASE**

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

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

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

2.1 **Property.** Landlord is the owner of that certain real property identified as folio number 5042-29-31-0010, located at Airport Commerce Park, 4101 Ravenswood Road, Dania Beach, Florida 33312, and containing approximately 80,000 rentable square feet ("Property").

2.2 **Premises.** Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, Suite 101-102/117-119 in Building A of the Property, containing approximately 3,962 rentable square feet, as more particularly described on **Exhibit A**, attached to and made a part of this Lease ("Premises"). The Parties agree that any statement regarding square footage as set forth in this Lease, or that may have been used in calculating Base Rent or Additional Rent, is a reasonable approximation, and Rent shall not be subject to adjustment if the

actual square footage is more or less. The terms "Base Rent," "Additional Rent," and "Rent" are defined in Section 4 below.

3. **Term.**

3.1 **Initial Term.** The term of this Lease shall be effective for five (5) years commencing on the Commencement Date, as defined in Section 3.3 ("Initial Term"). The Initial Term shall expire on the last day of the month preceding the fifth (5th) year anniversary of the Commencement Date, unless terminated earlier pursuant to this Lease. For avoidance of doubt and illustration purposes only, if the Commencement Date is October 1, 2018, the expiration date of the Initial Term shall be September 30, 2023.

3.2 **Renewal Terms.** Provided that Tenant is not in default under this Lease, Tenant shall have the option to renew the Lease for up to two (2) successive three (3) year terms ("Renewal Term(s)") upon the same terms and conditions of this Lease. Each Renewal Term option shall be exercised by Tenant, acting through its Director of Real Property Section, sending written notice to Landlord at least one hundred eighty (180) calendar days before the expiration of the then-current term. Each Renewal Term (if exercised) shall (i) commence on the first of the month following the expiration of the then-current term ("Renewal Term Commencement"); and (ii) expire on the last day of the month preceding the third (3rd) year anniversary of the Renewal Term Commencement, unless terminated earlier pursuant to this Lease. For avoidance of doubt and illustration purposes only, if the first Renewal Term commences on October 1, 2023, the first Renewal Term would expire on September 30, 2026, and thereafter, the second Renewal Term would commence on October 1, 2026 and would expire on September 30, 2029. The Initial Term, and any Renewal Term, are collectively referred to in this Lease as the "Term."

3.3 The "Commencement Date" shall be the first day of the month following substantial completion of the Plans (as defined in Section 9.1.1) unless substantial completion occurs on the first day of a month, in which case the Commencement Date will be the date of substantial completion. However, if Landlord reasonably determines that substantial completion of the Plans is unreasonably delayed by Tenant, the Commencement Date will be, in Landlord's reasonable judgment, the first day of the month following the date that the Plans would have been substantially completed but for the unreasonable delays caused by Tenant. For the purposes of this Lease, the terms "substantial completion" or "substantially completed" shall mean that (i) the City of Dania Beach issued a certificate of occupancy for the Premises with the Leasehold Improvements (as defined in Section 9.1.1), or (ii) the City of Dania Beach closed all permits for the Leasehold Improvements, whichever event occurred later.

4. **Rent.**

4.1 **Base Rent.** During the Term, Tenant shall pay Landlord the annual rent as set forth in **Exhibit B**, attached to and made a part of this Lease (the "Base Rent"), payable in twelve (12) equal monthly installments, in advance and without demand, set off, or deduction.

4.2 **Additional Rent.** In addition to the Base Rent, Tenant shall pay Landlord all other sums throughout the Term for Tenant's Share of the Total Operating Costs, as defined below (the "Additional Rent"). The Additional Rent will be paid on a monthly basis, in twelve (12) equal payments, with an adjustment occurring following the end of each calendar year and in accordance with Section 5.

4.2.1 "Tenant's Share" is defined as 4.95%, which percentage has been determined by dividing the stipulated rentable square feet in the Premises (3,962) by the total number of rentable square feet in the Property (80,000) and multiplying the resulting quotient by one hundred (100). If the number of rentable square feet in the Property changes, Tenant's Share shall be adjusted in the year that the change occurs, and Tenant's Share for that year shall be determined on the basis of the days during such year that Tenant's Share was in effect.

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

4.2.3 The estimated Total Operating Costs for calendar year 2018 are \$6.25 per rentable square foot.

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

**4.4 Monthly Rent Payment.**

- 4.4.1 Tenant shall pay Landlord the Base Rent and the Additional Rent (collectively, the "Rent") in accordance with Section 4.1 and Section 4.2 ("Monthly Rent Payment").
- 4.4.2 The first Monthly Rent Payment shall be due on the Commencement Date, and thereafter, the Monthly Rent Payment shall be due on the first (1<sup>st</sup>) day of each and every month of the Term.
- 4.4.3 In accordance with Section 5.3, the Monthly Rent Payment shall be adjusted retroactively to the beginning of each calendar year during the Term based on the true-up statement (as defined in Section 5.1) for the preceding calendar year.
- 4.4.4 All Monthly Rent Payments shall be made in lawful money of the United States within ten (10) calendar days after their due date to Landlord at **8720 N. Kendall Drive, Ste. 202, Miami, Florida 33176**, or at such other place as may be designated in writing by Landlord to Tenant.

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

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

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

**5.2 Adjustment for Preceding Calendar Year.** If a true-up statement shows that Tenant's Share of the actual Total Operating Costs for the preceding calendar year is greater than the total monthly payments made by Tenant during such year, then Tenant shall remit the underpayment to Landlord within sixty (60) calendar days after receiving the true-up statement and the required documentation. If a true-up statement shows that Tenant's Share of the actual Total Operating Costs for the preceding calendar year is less than the total monthly

payments made by Tenant during such year, then Landlord shall remit the overpayment to Tenant contemporaneously with delivery of the true-up statement to Tenant.

**5.3 Adjustment for Current Calendar Year.** The Parties agree that the then-current Monthly Rent Payment shall continue until Landlord provides the true-up statement. The adjustment of the Monthly Rent Payment ("Adjusted Rent Payment") shall be retroactive to the beginning of the applicable calendar year on the date that Tenant receives the true-up statement ("Retroactive Period"). No later than sixty (60) calendar days after receiving written notice of the Adjusted Rent Payment ("Notice of Adjusted Rent"), Tenant shall remit the balance for any sums amounting to the difference between the Adjusted Rent Payment and the then-current Monthly Rent Payment during the Retroactive Period. Landlord shall deliver the Notice of Adjusted Rent concurrently with the true-up statement.

**5.4** No later than sixty (60) calendar days after receiving the true-up statement and the Notice of Adjusted Rent, Tenant must give Landlord written notice if Tenant disputes (i) Landlord's determination of the underpayment or overpayment amount for the prior calendar year under Section 5.2; or (ii) Landlord's determination of any adjustment of the Monthly Rent Payment for the current calendar year under Section 5.3 ("Notice of Dispute").

**5.4.1** If Landlord receives a Notice of Dispute regarding the underpayment amount under Section 5.2, Tenant shall remit the underpayment to Landlord within sixty (60) calendar days after the date that the Parties settle the dispute.

**5.4.2** If Landlord receives a Notice of Dispute regarding the overpayment amount under Section 5.2, Landlord shall remit the overpayment to Tenant within sixty (60) calendar days after the date that the Parties settle the dispute.

**5.4.3** If Landlord receives a Notice of Dispute regarding the adjustment of the Monthly Rent Payment under Section 5.3, Tenant shall continue paying the then-current Monthly Rent Payment until the Parties settle the dispute. In such event, the Adjusted Rent Payment shall be retroactive to the beginning of the applicable calendar year on the date that the Parties settle the dispute ("Retroactive Period for Dispute"). No later than sixty (60) calendar days after the Parties settle the dispute, Tenant shall remit the balance for any sums amounting to the difference between the Adjusted Rent Payment and the then-current Monthly Rent Payment during the Retroactive Period for Dispute.

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

6. **Access, Common Areas, Parking.**

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

6.2 **Common Areas.**

6.2.1 Landlord hereby grants Tenant, its employees, agents, patrons, invitees, licensees, contractors, visitors, and guests a nonexclusive license to use the Common Areas during the Term of this Lease. The term "Common Areas" shall mean all areas and facilities in the Property that are available for the general nonexclusive use and convenience of Tenant with other tenants of the Property and their respective employees, agents, patrons, invitees, licensees, contractors, visitors, or guests, and may include, without limitation, parking areas, driveways, sidewalks, access roads, terraces, restrooms, trash facilities, landscaped areas, hallways, entryways, walkways, stairs, elevators, and loading areas.

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



**6.3 Parking Facilities.**

- 6.3.1** Landlord warrants that it will provide eighteen (18) unassigned parking spaces (five (5) spaces per approximately 1,000 square feet of the Premises, as depicted in **Exhibit C**, attached to and made a part of this Lease) at the Property to accommodate Tenant's employees, agents, patrons, invitees, licensees, contractors, visitors, and guests ("Tenant's Parking Spaces"). Tenant shall be entitled to Tenant's Parking Spaces without the payment of any additional rent.
- 6.3.2** Tenant acknowledges that vehicles on the Property must be parked only in striped parking spaces, and not in driveways or other locations not specifically designated for parking.
- 6.3.3** Landlord shall not be responsible for any damage or theft to vehicles parking at the Property, unless such damage is caused by the gross negligence or willful misconduct of Landlord or Landlord's employees or agents. Further, Landlord shall not be responsible for policing the parking areas.
- 6.3.4** Landlord may build additional buildings, improvements, or other structures on the Property in accordance with this Lease, provided that the parking ratio for Tenant's Parking Spaces shall remain not less than five (5) parking spaces per 1,000 square feet of the Premises.

**7. Use of Premises.**

**7.1** Tenant may use and occupy the Premises for the operation of a general or governmental office, or for any lawful purpose consistent with the general operations of Tenant's business ("Permitted Uses").

**7.2** Tenant covenants that Tenant shall not permit the Premises to be occupied by any person, firm, or corporation other than Tenant and its employees, without Landlord's prior written consent, which shall not be unreasonably withheld, conditioned, or delayed. Nothing in this Section 7.2 shall require Tenant to obtain Landlord's consent for an assignment or sublease made pursuant to Section 21.2.

**7.3** Tenant further covenants that Tenant shall not (i) commit any waste, nuisance, or hazardous trade or occupation on, in, or upon the Premises; (ii) take any action, or keep anything in or about the Premises, that will increase the risk of any hazard, fire, or catastrophe; (iii) damage the Premises; and (iv) use or occupy

the Premises in any manner that will violate any laws or regulations of any governmental authority.

7.4 Signs and Auctions. Tenant shall not place any signs on the exterior of the Property or in the Common Areas (other than the lobby directory) without Landlord's prior written consent, which shall not to be unreasonably withheld, conditioned, or delayed. Tenant shall not conduct, nor permit to be conducted, any auctions or sheriff's sales at the Property.

8. Common Area Maintenance ("CAM") Expenses.

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

8.1.1 operation and maintenance of the Common Areas and buildings located on the Property including, without limitation, gardening and landscaping; utility, water, and sewage services for the Common Areas; maintenance of signs (other than Tenant's signs); workers' compensation insurance; personal property taxes; rentals or lease payments paid by Landlord for rented or leased personal property used in the operation or maintenance of the Common Areas; fees for required licenses and permits; routine maintenance and repair of roof membrane, flashings, gutters, downspouts, roof drains, skylights, and waterproofing; maintenance of paving, including sweeping, striping, repairing, resurfacing, and repaving; general maintenance; painting; lighting; cleaning; trash removal; security and similar items; and a property management fee, not to exceed five percent (5%) of the gross rents of the Property for the calendar year; and

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

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

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

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

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

9. **Requirements for Move-in and Move-out.**

9.1 **Plans.**

9.1.1 Before the Commencement Date, Landlord shall make certain improvements to the Premises in accordance with the floor plans ("Leasehold Improvements") depicted on Exhibit D, attached to and made a part of the Lease (the "Plans"). Landlord shall use diligent efforts to complete the Leasehold Improvements described in the Plans. The Leasehold Improvements shall become a part of the Premises after Tenant conducts an inspection of the Leasehold Improvements, and provides written approval of the Leasehold Improvements in accordance with Section 9.1.2.

9.1.2 Tenant shall provide a written response of its approval or disapproval for the Leasehold Improvements within seven (7) calendar days after receiving Landlord's written notice of completing all Leasehold Improvements ("Notice of Completion"). If Tenant fails to provide a timely written response to the Notice of Completion, Tenant shall be deemed to have approved the Leasehold Improvements.

9.1.3 Except for those warranties that cannot be waived under applicable laws, Landlord makes no representations or warranties (express or implied) as to any aspect of the approved Leasehold Improvements.

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

9.1.5 Tenant shall reimburse Landlord for the costs associated with completion of the Leasehold Improvements (the "Reimbursement Amount") in an amount equal to the lesser of (a) the actual cost of completion of the Leasehold Improvements, or (b) ONE HUNDRED SEVENTY-EIGHT THOUSAND, TWO HUNDRED NINETY AND 00/100 DOLLARS (\$178,290.00). Tenant shall pay the Reimbursement Amount to Landlord no later than ten (10) business days after (i) the City of Dania Beach issues a certificate of occupancy for the Premises with the Leasehold Improvements, or (ii) the City of Dania Beach closes all permits for the Leasehold Improvements, whichever event occurs later.

9.2 Upon the expiration or termination of this Lease ("Removal Deadline"), Tenant shall, at its sole cost and expense, remove Tenant Property (as defined in Section 12.4) and Tenant's other personal property from the Premises, and repair all damage caused by such removal. Any Tenant Property, or other personal property of Tenant, not removed from the Premises by the Removal Deadline shall be deemed abandoned by Tenant and shall become the property of Landlord without further liability to Tenant.

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

#### **10. Landlord's Maintenance and Repair Obligations.**

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

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

10.3 Landlord shall begin any repairs required for the mechanical, electrical, or plumbing systems, or any repairs required under Section 10.2, within twenty-four (24) hours after receiving written notice from Tenant. Landlord shall use commercially reasonable efforts for all of the other repair and maintenance obligations described in this Section 10.

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

10.5 Notwithstanding the preceding provisions, Landlord shall not be responsible for the making of repairs necessitated by, or for the repair costs or other damages caused by, the negligence or willful misconduct of Tenant or Tenant's employees or agents. Nothing herein shall be deemed, construed, or asserted as Tenant waiving its sovereign immunity or waiving any limits established by Section 768.28, Florida Statutes.

## **11. Tenant's Maintenance and Repair Obligations.**

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

11.2 Tenant shall, at its sole cost and expense, keep the interior and fixtures of the Premises in good working order and condition, and make all necessary repairs thereto, except that Tenant is not responsible for any repair or maintenance specifically excluded from Tenant's obligations under Section 11.3. Tenant's repair and maintenance obligations include, without limitation, repairs to:

(i) floor coverings; (ii) interior partitions; (iii) doors; (iv) the interior side of demising walls; (v) electronic, fiber, phone, and data cabling, and related equipment that is installed by, or for the exclusive benefit of, Tenant; and (vi) Tenant Property (as defined in Section 12.4). All repairs made by Tenant shall be at least substantially similar in quality and class to the original work or installations, ordinary wear and tear excepted.

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

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

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

## **12. Alterations and Improvements.**

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

12.2 Tenant may make exterior or structural changes, alterations, or additions to the Premises ("Improvements") with Landlord's prior written consent,

which is subject to Landlord's sole discretion. Notwithstanding, Landlord shall provide a written response within ten (10) business days after receiving Tenant's written request to make any Improvements. If Landlord fails to provide a timely written response to Tenant's request, then Landlord shall be deemed to have consented to the proposed Improvements.

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

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

13. **Damage to Premises.** 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 maintenance and repair. If any damage to the Premises is caused by the negligence or willful misconduct of Tenant or Tenant's employees or agents, Tenant shall be responsible for the costs to repair the damage, except as may be covered by insurance. Nothing herein shall be deemed, construed, or asserted as Tenant waiving its sovereign immunity or waiving any limits established by Section 768.28, Florida Statutes.

14. **Fire or Other Casualty.**

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

14.2 If a Casualty renders the Premises entirely untenable, all payments of Rent shall cease until the Premises are repaired in accordance with

**Section 14.1.** If a Casualty destroys the Premises, or nearly destroys the Premises as to require substantial rebuilding, Rent shall be paid up to the time of the Casualty, and either Party can elect to terminate the Lease with no further liability for the Parties. The term "substantial rebuilding" means that the repairs, which are required for the Premises as a result of the Casualty, cannot be completed within one hundred eighty (180) calendar days.

**14.3 Force Majeure.** The performance by Landlord and Tenant of their obligations under this Lease will be excused by delays due to strikes, lockouts, labor trouble, inability to procure labor or materials or reasonable substitutes for them, failure of power, governmental requirements, restrictions or laws, fire or other damage, war or civil disorder, or other causes beyond the reasonable control of the Party delayed, but not delays resulting from changes in economic or market conditions, or financial or internal problems of the Party delayed, or problems that can be satisfied by the payment of money. As a condition to the right to claim a delay under this Section 14.3, the delayed Party will (i) notify the other Party of the delay within seven (7) business days after the delay occurs; and (ii) give the other Party a weekly update, which describes in reasonable detail the nature and status of the delayed Party's efforts to end the delay.

**15. Environmental.** As of the Effective Date, neither Landlord, nor to the best of Landlord's actual knowledge (without any duty of inquiry), any third party has used, produced, manufactured, stored, disposed of, or discharged any hazardous wastes or toxic substances in, under, or about the Premises in violation of applicable laws during the time in which Landlord owned the Premises. Landlord covenants that it will not use, produce, manufacture, store, dispose of, or discharge any hazardous wastes or toxic substances in, under, or about the Premises (other than the normal and customary petroleum products used in operation of motor vehicles or backup generators) during the Term of this Lease. Landlord shall be liable for any contamination that it causes during the Lease's Term or that predates the Effective Date of this Lease.

**16. Real Property Taxes.**

**16.1** During the Term, Tenant shall pay Landlord for Tenant's Share of Real Property Taxes on the Property. If Landlord receives a refund of any Real Property Taxes, Landlord shall give Tenant a refund for Tenant's Share of such refund, less Tenant's Share of Landlord's fees and costs incurred in obtaining the refund. As used herein, the term "Real Property Tax" shall include (i) any form of real estate tax or assessment, general, special, ordinary, or extraordinary, improvement bond or bonds imposed on the Property or any portion thereof by any authority having the direct or indirect power to tax, including any city, county, state or federal government, or any school, agricultural, sanitary, fire, street, drainage or other improvement district thereof, as against any legal or equitable interest of Landlord in the Property or in any portion thereof, and (ii) all costs and fees incurred in connection with seeking reductions in any tax liabilities described in subsection



(i) above, including, without limitation, any costs incurred by Landlord for compliance, review, and appeal of tax liabilities. Real Property Taxes shall not include income, inheritance, and gift taxes.

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

**17. Utilities and Other Services.**

17.1 Services Provided by Landlord. Landlord shall provide HVAC to the Premises for normal office use during the Operating Hours described in Section 17.2, reasonable amounts of electricity for normal office lighting and desk-type office machines; water in the Premises or in the Common Areas for reasonable and normal drinking and lavatory use; replacement light bulbs and/or fluorescent tubes and ballasts for standard overhead fixtures; building standard janitorial services; elevator service; access to the Property for Tenant and its employees twenty-four (24) hours per day, seven (7) days per week, subject to the terms of this Lease and such protective services or monitoring systems, if any, as Landlord may reasonably impose; and such other services as Landlord reasonably determines are necessary or appropriate for the Property.

17.2 Hours of Service. The services and utilities, described in Section 17.1, shall be provided Monday through Friday from 7:00 A.M. to 6:00 P.M. ("Operating Hours"). HVAC and janitorial service shall not be provided at other times or on nationally recognized holidays. Nationally recognized holidays shall include, but shall not necessarily be limited to, New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Notwithstanding the preceding provisions, Landlord shall use its best efforts to provide HVAC to Tenant at times other than the Operating Hours if Tenant provides written notice to Landlord at least one (1) business day before Tenant needs the HVAC after Operating Hours.

17.3 Usage. If any Landlord Utilities are jointly metered with other premises, Landlord shall make a reasonable determination of Tenant's Share of such Landlord Utilities. Tenant shall pay such share to Landlord in accordance with Section 4.2.1.

17.4 Interruptions. Landlord shall not be liable for damages, consequential or otherwise, nor shall there be any rent abatement arising out of

any curtailment or interruption in utility services, unless due to Landlord's failure to pay.

**18. Insurance.**

18.1 Tenant is a self-insured governmental entity subject to the limitations of Section 768.28, Florida Statutes, as may be amended from time to time. Tenant has instituted and shall maintain a fiscally sound and prudent risk management program with regard to its obligations under this Lease in accordance with the provisions of Section 768.28, Florida Statutes. Tenant's Workers' Compensation and Employers Liability program is in compliance with Chapter 440 of the Florida Statutes. The Tenant is fully self-insured and self-administered for Auto, General Liability, and Workers' Compensation coverage in accordance with Florida law. Tenant will provide written verification of liability protection in accordance with state law prior to final execution of this Lease. Nothing herein shall be deemed, construed, or asserted as Tenant waiving its sovereign immunity or waiving any limits established by Section 768.28, Florida Statutes.

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

18.3 Landlord shall pay the premiums of the insurance policies maintained by Landlord under Section 18.2 (if applicable), and Tenant shall reimburse Landlord for Tenant's Share of such premiums in accordance with Sections 4.2.1 and 8.1.

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

insurance is actually maintained and regardless of the cause or origin of the damage involved, including negligence of the other Party hereto, its agents, officers, or employees.

**19. Landlord's Access.**

19.1 Landlord, or Landlord's agents or employees, shall have the right to enter the Premises to (i) show the Premises to prospective buyers, tenants, or investors, (ii) inspect the Premises to confirm Tenant's compliance with the terms of this Lease, or (iii) make needed repairs to the Premises ("Landlord's Access").

19.2 In connection with Landlord's Access, Landlord must provide Tenant with a verbal or written notice at least forty-eight (48) hours before entering the Premises. Tenant hereby agrees that Landlord's Access may be conducted during Operating Hours. Landlord's Access shall be performed in a commercially reasonable and expeditious manner so as not to unreasonably interfere with Tenant's use of the Premises.

19.3 Notwithstanding the foregoing, in the case of an Emergency, Landlord or its agents may immediately enter the Premises after making reasonable efforts to notify Tenant. The term "Emergency" shall mean any situation in which there is an immediate threat to the Premises, or to the health and safety of any person on the Premises or any other portion of the Property.

**20. Estoppel Certificates.**

20.1 Within thirty (30) calendar days after Landlord's request, Tenant (acting through its Director of Real Property Section) shall execute, acknowledge, and deliver to Landlord a written statement certifying to such Party's knowledge: (i) that none of the terms or provisions of this Lease have been changed (or if they have been changed, stating how they have been changed); (ii) that this Lease has not been canceled or terminated, or if it has been canceled or terminated, the date of such occurrence; (iii) the last date of payment of the Monthly Rent Payment and other charges and the time period covered by such payment; (iv) that Landlord is not in default under this Lease (or if Landlord is claimed to be in default, setting forth such default in reasonable detail); and (v) such other information with respect to Tenant or this Lease as Landlord or any prospective purchaser or encumbrancer of the Property may reasonably request. Landlord may deliver any such statement by Tenant to any prospective purchaser or encumbrancer of the Property, and such purchaser or encumbrancer (and their respective successors and assigns) may rely conclusively upon such statement as true and correct.

20.2 Within thirty (30) calendar days after Tenant's request, Landlord shall execute, acknowledge, and deliver to Tenant a written statement certifying to such Party's knowledge: (i) that none of the terms or provisions of this Lease have been

changed (or if they have been changed, stating how they have been changed); (ii) that this Lease has not been canceled or terminated, or if it has been canceled or terminated, the date of such occurrence; (iii) the last date of payment of the Monthly Rent Payment and other charges and the time period covered by such payment; (iv) that Tenant is not in default under this Lease (or if Tenant is claimed to be in default, setting forth such default in reasonable detail); and (v) such other information with respect to Landlord or this Lease as Tenant or any prospective purchaser or encumbrancer of any of Tenant's property may reasonably request. Tenant may deliver any such statement by Landlord to any prospective purchaser or encumbrancer of any of Tenant's property, and such purchaser or encumbrancer (and their respective successors and assigns) may rely conclusively upon such statement as true and correct.

**21. Assignment or Subletting.**

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

21.2 Tenant may assign or sublet all or a portion of the Premises to a government agency, as defined by State law, without Landlord's consent.

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

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

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

**23. Right to Mortgage and Sell.**

23.1 Landlord shall give written notice to Tenant at least thirty (30) calendar days before the Landlord encumbers or sells any part of the Premises.

23.2 Landlord may encumber any part of the Premises by a mortgage, securing such sums and upon such terms and conditions as Landlord may desire, and any such mortgage shall be a first lien upon the Premises; provided that the Parties enter into a commercially reasonable form of subordination, non-disturbance, and attornment agreement, which shall run with the land in favor of Tenant and any mortgagee, and shall be recorded in the Public Records of Broward County, Florida. No mortgage or lien shall encumber Tenant Property and Tenant's other personal property on the Premises.

23.3 Landlord may sell the Premises or the Property; provided, however, that this Lease shall be expressly assumed by Landlord's vendee.

**24. Holding Over.** Tenant may hold over and remain in possession of the Premises after the expiration of this Lease only with Landlord's approval ("Holdover"), but a Holdover shall not be deemed or construed to be a renewal or extension of this Lease. Any Holdover by Tenant shall create a month-to-month tenancy, subject to all conditions, provisions, and obligations of this Lease in effect on the last day of the Term. Either Party may terminate a Holdover at the end of any month upon providing thirty (30) calendar days written notice to the other Party. Tenant shall pay 125% of the Monthly Rent Payment, based on the last year of the Term, for each month or part thereof during the Holdover.

**25. Default and Remedies.**

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

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

- iii. Landlord shall fail to perform any of Landlord's obligations under this Lease, and such failure continues for thirty (30) calendar days after Landlord receives written notice from Tenant, or such additional time as may be reasonably required if the cure cannot be completed within thirty (30) calendar days but is timely commenced and is diligently prosecuted.

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

26. **Notices.** For a notice to a Party to be effective under this Lease, notice must be sent via U.S. first-class mail, along with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change in accordance with the provisions of this Section.

**Notice to Tenant:**

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

With a copy to:

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

**Notice to Landlord:**

ACP Partners, LLC  
Attention: Mario Henriquez  
777 Brickell Avenue – Suite 1360  
Miami, Florida 33131  
Email Address: mhenriquez@jctmanagement.com

With a copy to:

Kenneth R. Florio  
Goodkind & Florio, P.A.  
4121 La Playa Blvd.  
Coconut Grove, Florida 33133  
Email: Kenneth@goodkindandflorio.com

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

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

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

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

28. **Jurisdiction, Venue, and Waiver of Jury Trial.** This Lease shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The Parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Lease, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Lease shall be exclusively in such state courts, forsaking any other jurisdiction which either Party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS LEASE, THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS LEASE.**

29. **Attorney's Fees.** Each Party shall bear its own attorneys' fees in any litigation or proceeding arising under this Lease.

30. **Brokerage.**

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

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

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

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

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

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

35. **Discriminatory Vendor and Scrutinized Companies Lists.** Landlord represents that it has not been placed on the discriminatory vendor list as provided in



Section 287.134, Florida Statutes. Landlord further represents that it is not ineligible to contract with Tenant on any of the grounds stated in Section 287.135, Florida Statutes.

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

37. **Materiality and Waiver of Breach.** Landlord and Tenant agree that each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties in exchange for quid pro quo, that each is substantial and important to the formation of this Lease, and that each is, therefore, a material term hereof. Either Party's failure to enforce any provision of this Lease shall not be deemed a waiver of such provision or a modification of this Lease. A waiver or breach of any provision or modification of this Lease shall not be deemed a waiver of any subsequent breach and shall not be construed as a modification of the terms of this Lease.

38. **Severance.** In the event that any part of this Lease is found to be invalid by a court of competent jurisdiction, that part shall be severed from this Lease and the balance of this Lease shall remain in full force and effect unless the portion found to be unenforceable materially frustrates the purposes of this Lease, in which case Landlord or Tenant may elect to terminate this Lease. The election to terminate this Lease pursuant to this Section 38 shall be made within ten (10) calendar days after the court's finding becomes final.

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

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

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

42. **Radon Gas.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health 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.

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

44. **Priority of Provisions / Headings.** If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Lease by reference and a term, statement, requirement, or provision of this Lease, the term, statement, requirement, or provision contained in this Lease shall prevail and be given effect. The paragraph headings in this Lease are inserted for convenience of reference and in no way define, describe, or limit the scope or intent of this Lease or any of the Lease's provisions.

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

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

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

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


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

IN WITNESS WHEREOF, the Parties hereto have made and executed this Lease: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor authorized to execute same by Board action on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, and ACP PARTNERS, LLC, signing by and through its MANAGER duly authorized to execute same.

LANDLORD

WITNESSES:


ACP PARTNERS, LLC, a Florida limited liability company

  
Signature

By:   
Authorized Signor

Alexandra Aquino  
Print Name of Witness above

MARIO HENRIQUEZ MANAGING PARTNER  
Print Name and Title

  
Signature

11 day of Oct., 2018

José M. Valdes  
Print Name of Witness above

OFFICE LEASE AGREEMENT BETWEEN ACP PARTNERS, LLC AND BROWARD COUNTY.

TENANT

ATTEST:

BROWARD COUNTY, by and through  
its Board of County Commissioners

\_\_\_\_\_  
Broward County Administrator, as  
ex officio Clerk of the Broward County  
Board of County Commissioners

By: \_\_\_\_\_  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Insurance requirements approved by  
Broward County  
Risk Management Division:

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

By: Colleen Pounall 10/15/18

Name: Colleen Pounall

Title: Risk Analyst

By: [Signature] 10/12/18  
Irma Qureshi (Date)  
Assistant County Attorney

By: [Signature] 10/12/18  
Annika E. Ashton (Date)  
Senior Assistant County Attorney

IQ/  
Lease for Building Code Services.doc  
10/10/2018  
#344495



**EXHIBIT A**  
**THE PREMISES**  
**4101 Ravenswood Road, Suites 101-102 and 117-119**  
**Dania Beach Folio# 504229310010**



**EXHIBIT B  
ANNUAL BASE RENT SCHEDULE**

**Initial Term**

<b>Time Period</b>		<b>Annual Base Rent</b>		<b>Monthly Base Rent</b>
1 <sup>st</sup> Lease Year		\$58,439.50		\$4,869.95
2 <sup>nd</sup> Lease Year		\$60,192.69		\$5,016.06
3 <sup>rd</sup> Lease Year		\$61,998.47		\$5,166.54
4 <sup>th</sup> Lease Year		\$63,858.42		\$5,321.53
5 <sup>th</sup> Lease Year		\$65,774.17		\$5,481.18

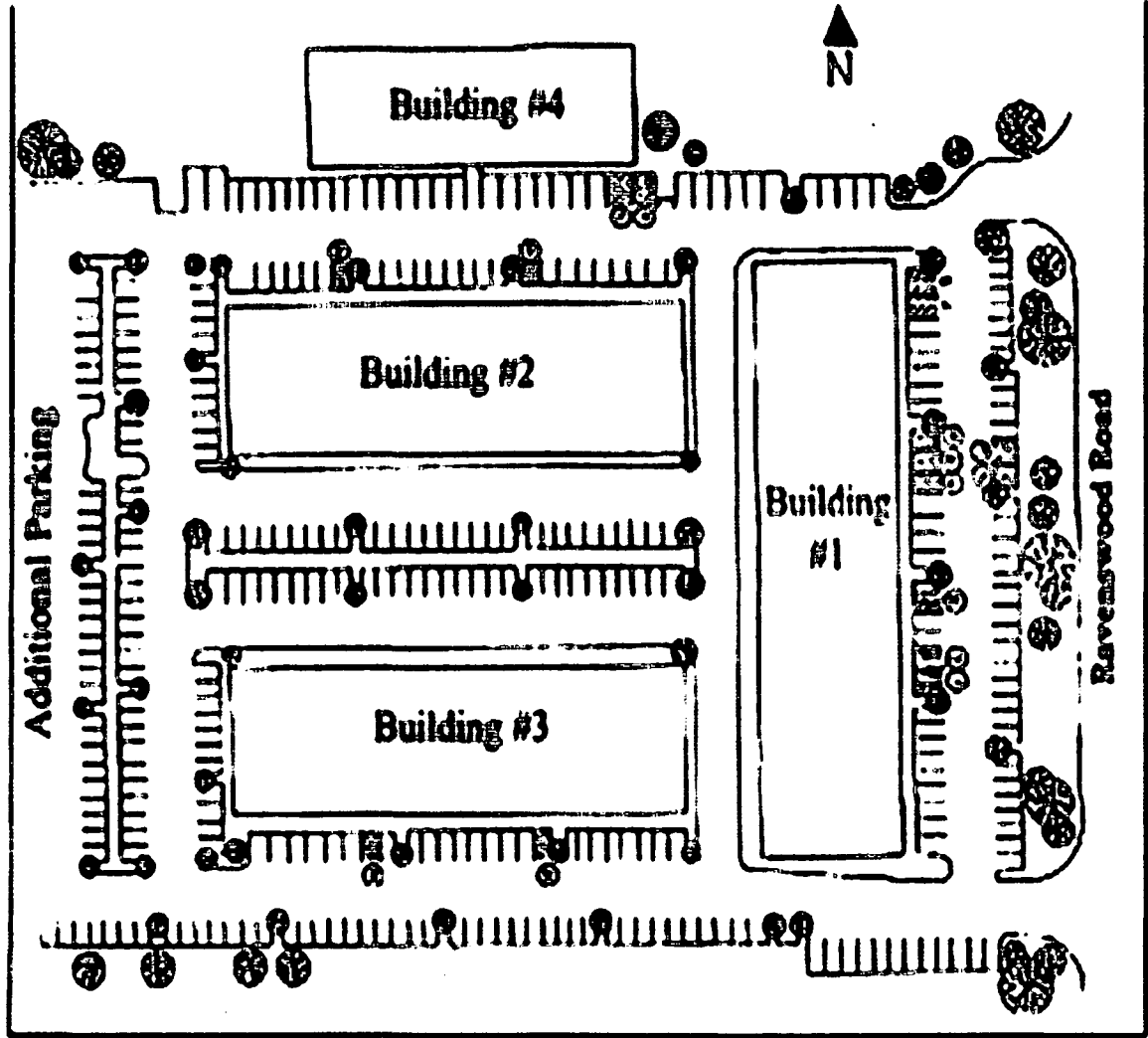
**1<sup>st</sup> Renewal Term**

<b>Time Period</b>		<b>Annual Base Rent</b>		<b>Monthly Base Rent</b>
6 <sup>th</sup> Lease Year		\$67,747.40		\$5,645.62
7 <sup>th</sup> Lease Year		\$69,779.82		\$5,814.98
8 <sup>th</sup> Lease Year		\$71,873.21		\$5,989.43

**2<sup>nd</sup> Renewal Term**

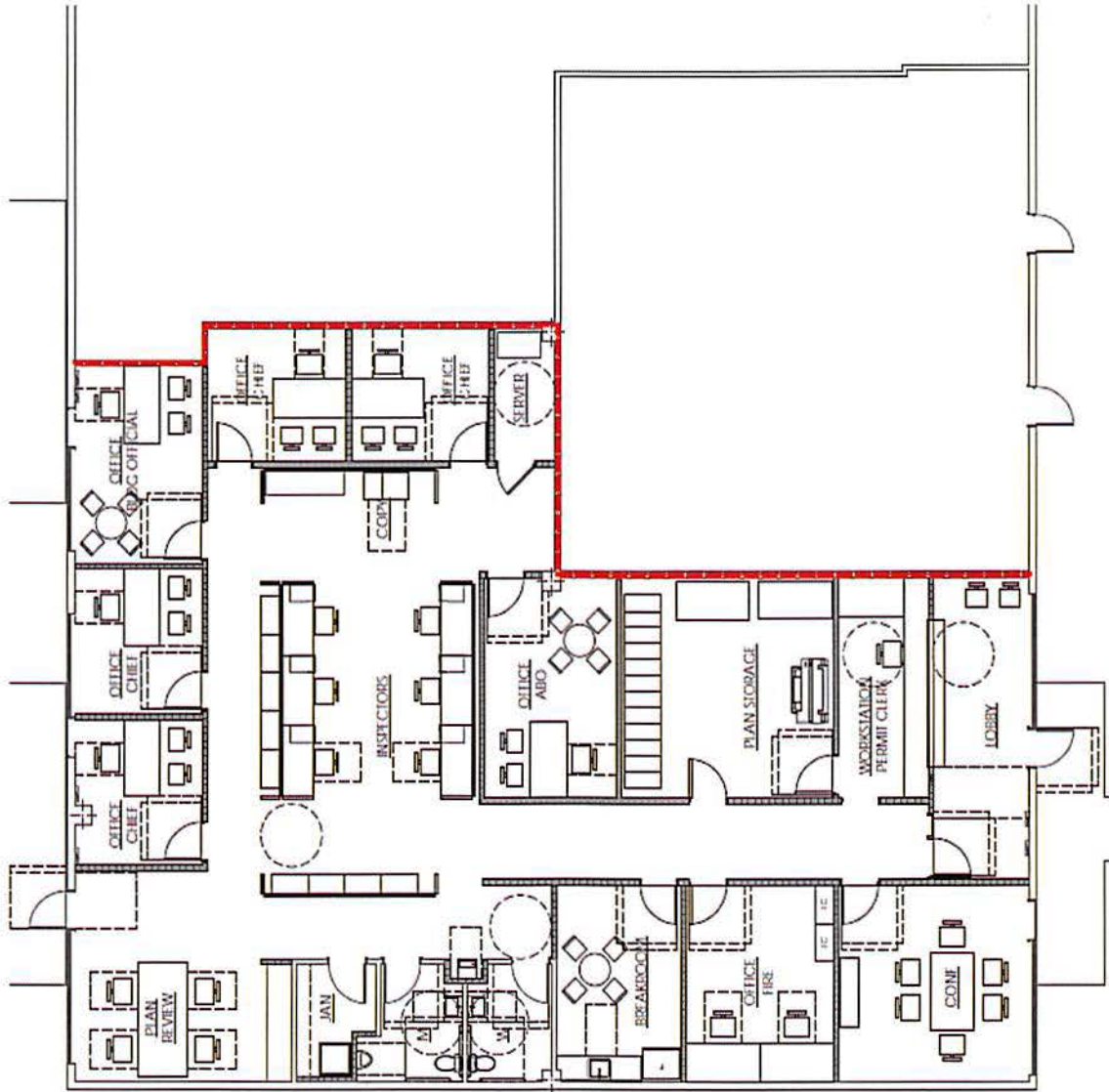
<b>Time Period</b>		<b>Annual Base Rent</b>		<b>Monthly Base Rent</b>
9 <sup>th</sup> Lease Year		\$74,029.41		\$6,169.12
10 <sup>th</sup> Lease Year		\$76,250.29		\$6,354.19
11 <sup>th</sup> Lease Year		\$78,537.80		\$6,544.82

**EXHIBIT C  
PARKING**



**Site Plan**

**EXHIBIT D**  
**LEASEHOLD IMPROVEMENTS**





**OFFICE LEASE AGREEMENT  
BETWEEN  
ACP PARTNERS, LLC  
AND  
BROWARD COUNTY**

This OFFICE LEASE AGREEMENT ("Lease") between ACP PARTNERS, LLC, a Florida limited liability company ("Landlord"), whose address is 777 Brickell Avenue, Suite #1360, Miami, Florida 33131, and BROWARD COUNTY, a political subdivision of the State of Florida ("Tenant"), whose address is 115 South Andrews Avenue, Fort Lauderdale, Florida 33301, is entered into and effective as of the date this Lease is fully executed by the Parties ("Effective Date"). Landlord and Tenant are hereinafter referred to collectively as the "Parties," and individually referred to as a "Party."

**RECITALS**

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

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

**LEASE**

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

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

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

2.1 **Property.** Landlord is the owner of that certain real property identified as folio number 5042-29-31-0010, located at Airport Commerce Park, 4101 Ravenswood Road, Dania Beach, Florida 33312, and containing approximately 80,000 rentable square feet ("Property").

2.2 **Premises.** Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, Suite 101-102/117-119 in Building A of the Property, containing approximately 3,962 rentable square feet, as more particularly described on **Exhibit A**, attached to and made a part of this Lease ("Premises"). The Parties agree that any statement regarding square footage as set forth in this Lease, or that may have been used in calculating Base Rent or Additional Rent, is a reasonable approximation, and Rent shall not be subject to adjustment if the

**ITEM #6**  
*(Replacement Exhibit 1)*

**ADDITIONAL MATERIAL**  
**10:00 a.m. Regular Meeting**

**OCTOBER 23, 2018**

**SUBMITTED AT THE REQUEST OF**  
**OFFICE OF THE COUNTY ATTORNEY**

actual square footage is more or less. The terms "Base Rent," "Additional Rent," and "Rent" are defined in Section 4 below.

3. **Term.**

3.1 **Initial Term.** The term of this Lease shall be effective for five (5) years commencing on the Commencement Date, as defined in Section 3.3 ("Initial Term"). The Initial Term shall expire on the last day of the month preceding the fifth (5th) year anniversary of the Commencement Date, unless terminated earlier pursuant to this Lease. For avoidance of doubt and illustration purposes only, if the Commencement Date is October 1, 2018, the expiration date of the Initial Term shall be September 30, 2023.

3.2 **Renewal Terms.** Provided that Tenant is not in default under this Lease, Tenant shall have the option to renew the Lease for up to two (2) successive three (3) year terms ("Renewal Term(s)") upon the same terms and conditions of this Lease. Each Renewal Term option shall be exercised by Tenant, acting through its Director of Real Property Section, sending written notice to Landlord at least one hundred eighty (180) calendar days before the expiration of the then-current term. Each Renewal Term (if exercised) shall (i) commence on the first of the month following the expiration of the then-current term ("Renewal Term Commencement"); and (ii) expire on the last day of the month preceding the third (3rd) year anniversary of the Renewal Term Commencement, unless terminated earlier pursuant to this Lease. For avoidance of doubt and illustration purposes only, if the first Renewal Term commences on October 1, 2023, the first Renewal Term would expire on September 30, 2026, and thereafter, the second Renewal Term would commence on October 1, 2026 and would expire on September 30, 2029. The Initial Term, and any Renewal Term, are collectively referred to in this Lease as the "Term."

3.3 The "Commencement Date" shall be the first day of the month following substantial completion of the Plans (as defined in Section 9.1.1) unless substantial completion occurs on the first day of a month, in which case the Commencement Date will be the date of substantial completion. However, if Landlord reasonably determines that substantial completion of the Plans is unreasonably delayed by Tenant, the Commencement Date will be, in Landlord's reasonable judgment, the first day of the month following the date that the Plans would have been substantially completed but for the unreasonable delays caused by Tenant. For the purposes of this Lease, the terms "substantial completion" or "substantially completed" shall mean that (i) the City of Dania Beach issued a certificate of occupancy for the Premises with the Leasehold Improvements (as defined in Section 9.1.1), or (ii) the City of Dania Beach closed all permits for the Leasehold Improvements, whichever event occurred later.

4. Rent.

4.1 Base Rent. During the Term, Tenant shall pay Landlord the annual rent as set forth in **Exhibit B**, attached to and made a part of this Lease (the "Base Rent"), payable in twelve (12) equal monthly installments, in advance and without demand, set off, or deduction.

4.2 Additional Rent. In addition to the Base Rent, Tenant shall pay Landlord all other sums throughout the Term for Tenant's Share of the Total Operating Costs, as defined below (the "Additional Rent"). The Additional Rent will be paid on a monthly basis, in twelve (12) equal payments, with an adjustment occurring following the end of each calendar year and in accordance with Section 5.

4.2.1 "Tenant's Share" is defined as 4.95%, which percentage has been determined by dividing the stipulated rentable square feet in the Premises (3,962) by the total number of rentable square feet in the Property (80,000) and multiplying the resulting quotient by one hundred (100). If the number of rentable square feet in the Property changes, Tenant's Share shall be adjusted in the year that the change occurs, and Tenant's Share for that year shall be determined on the basis of the days during such year that Tenant's Share was in effect.

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

4.2.3 The estimated Total Operating Costs for calendar year 2018 are \$6.25 per rentable square foot.

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

**4.4 Monthly Rent Payment.**

- 4.4.1 Tenant shall pay Landlord the Base Rent and the Additional Rent (collectively, the "Rent") in accordance with Section 4.1 and Section 4.2 ("Monthly Rent Payment").
- 4.4.2 The first Monthly Rent Payment shall be due on the Commencement Date, and thereafter, the Monthly Rent Payment shall be due on the first (1<sup>st</sup>) day of each and every month of the Term.
- 4.4.3 In accordance with Section 5.3, the Monthly Rent Payment shall be adjusted retroactively to the beginning of each calendar year during the Term based on the true-up statement (as defined in Section 5.1) for the preceding calendar year.
- 4.4.4 All Monthly Rent Payments shall be made in lawful money of the United States within ten (10) calendar days after their due date to Landlord at **8720 N. Kendall Drive, Ste. 202, Miami, Florida 33176**, or at such other place as may be designated in writing by Landlord to Tenant.

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

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

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

**5.2 Adjustment for Preceding Calendar Year.** If a true-up statement shows that Tenant's Share of the actual Total Operating Costs for the preceding calendar year is greater than the total monthly payments made by Tenant during such year, then Tenant shall remit the underpayment to Landlord within sixty (60) calendar days after receiving the true-up statement and the required documentation. If a true-up statement shows that Tenant's Share of the actual Total Operating Costs for the preceding calendar year is less than the total monthly

payments made by Tenant during such year, then Landlord shall remit the overpayment to Tenant contemporaneously with delivery of the true-up statement to Tenant.

**5.3 Adjustment for Current Calendar Year.** The Parties agree that the then-current Monthly Rent Payment shall continue until Landlord provides the true-up statement. The adjustment of the Monthly Rent Payment ("Adjusted Rent Payment") shall be retroactive to the beginning of the applicable calendar year on the date that Tenant receives the true-up statement ("Retroactive Period"). No later than sixty (60) calendar days after receiving written notice of the Adjusted Rent Payment ("Notice of Adjusted Rent"), Tenant shall remit the balance for any sums amounting to the difference between the Adjusted Rent Payment and the then-current Monthly Rent Payment during the Retroactive Period. Landlord shall deliver the Notice of Adjusted Rent concurrently with the true-up statement.

**5.4** No later than sixty (60) calendar days after receiving the true-up statement and the Notice of Adjusted Rent, Tenant must give Landlord written notice if Tenant disputes (i) Landlord's determination of the underpayment or overpayment amount for the prior calendar year under Section 5.2; or (ii) Landlord's determination of any adjustment of the Monthly Rent Payment for the current calendar year under Section 5.3 ("Notice of Dispute").

**5.4.1** If Landlord receives a Notice of Dispute regarding the underpayment amount under Section 5.2, Tenant shall remit the underpayment to Landlord within sixty (60) calendar days after the date that the Parties settle the dispute.

**5.4.2** If Landlord receives a Notice of Dispute regarding the overpayment amount under Section 5.2, Landlord shall remit the overpayment to Tenant within sixty (60) calendar days after the date that the Parties settle the dispute.

**5.4.3** If Landlord receives a Notice of Dispute regarding the adjustment of the Monthly Rent Payment under Section 5.3, Tenant shall continue paying the then-current Monthly Rent Payment until the Parties settle the dispute. In such event, the Adjusted Rent Payment shall be retroactive to the beginning of the applicable calendar year on the date that the Parties settle the dispute ("Retroactive Period for Dispute"). No later than sixty (60) calendar days after the Parties settle the dispute, Tenant shall remit the balance for any sums amounting to the difference between the Adjusted Rent Payment and the then-current Monthly Rent Payment during the Retroactive Period for Dispute.

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

6. **Access, Common Areas, Parking.**

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

6.2 **Common Areas.**

6.2.1 Landlord hereby grants Tenant, its employees, agents, patrons, invitees, licensees, contractors, visitors, and guests a nonexclusive license to use the Common Areas during the Term of this Lease. The term "Common Areas" shall mean all areas and facilities in the Property that are available for the general nonexclusive use and convenience of Tenant with other tenants of the Property and their respective employees, agents, patrons, invitees, licensees, contractors, visitors, or guests, and may include, without limitation, parking areas, driveways, sidewalks, access roads, terraces, restrooms, trash facilities, landscaped areas, hallways, entryways, walkways, stairs, elevators, and loading areas.

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

**6.3 Parking Facilities.**

6.3.1 Landlord warrants that it will provide eighteen (18) unassigned parking spaces (five (5) spaces per approximately 1,000 square feet of the Premises, as depicted in Exhibit C, attached to and made a part of this Lease) at the Property to accommodate Tenant's employees, agents, patrons, invitees, licensees, contractors, visitors, and guests ("Tenant's Parking Spaces"). Tenant shall be entitled to Tenant's Parking Spaces without the payment of any additional rent.

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

6.3.3 Landlord shall not be responsible for any damage or theft to vehicles parking at the Property, unless such damage is caused by the gross negligence or willful misconduct of Landlord or Landlord's employees or agents. Further, Landlord shall not be responsible for policing the parking areas.

6.3.4 Landlord may build additional buildings, improvements, or other structures on the Property in accordance with this Lease, provided that the parking ratio for Tenant's Parking Spaces shall remain not less than five (5) parking spaces per 1,000 square feet of the Premises.

**7. Use of Premises.**

7.1 Tenant may use and occupy the Premises for the operation of a general or governmental office, or for any lawful purpose consistent with the general operations of Tenant's business ("Permitted Uses").

7.2 Tenant covenants that Tenant shall not permit the Premises to be occupied by any person, firm, or corporation other than Tenant and its employees, without Landlord's prior written consent, which shall not be unreasonably withheld, conditioned, or delayed. Nothing in this Section 7.2 shall require Tenant to obtain Landlord's consent for an assignment or sublease made pursuant to Section 21.2.

7.3 Tenant further covenants that Tenant shall not (i) commit any waste, nuisance, or hazardous trade or occupation on, in, or upon the Premises; (ii) take any action, or keep anything in or about the Premises, that will increase the risk of any hazard, fire, or catastrophe; (iii) damage the Premises; and (iv) use or occupy



the Premises in any manner that will violate any laws or regulations of any governmental authority.

7.4 Signs and Auctions. Tenant shall not place any signs on the exterior of the Property or in the Common Areas (other than the lobby directory) without Landlord's prior written consent, which shall not to be unreasonably withheld, conditioned, or delayed. Tenant shall not conduct, nor permit to be conducted, any auctions or sheriff's sales at the Property.

8. Common Area Maintenance ("CAM") Expenses.

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

8.1.1 operation and maintenance of the Common Areas and buildings located on the Property including, without limitation, gardening and landscaping; utility, water, and sewage services for the Common Areas; maintenance of signs (other than Tenant's signs); workers' compensation insurance; personal property taxes; rentals or lease payments paid by Landlord for rented or leased personal property used in the operation or maintenance of the Common Areas; fees for required licenses and permits; routine maintenance and repair of roof membrane, flashings, gutters, downspouts, roof drains, skylights, and waterproofing; maintenance of paving, including sweeping, striping, repairing, resurfacing, and repaving; general maintenance; painting; lighting; cleaning; trash removal; security and similar items; and a property management fee, not to exceed five percent (5%) of the gross rents of the Property for the calendar year; and

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

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

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

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

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

9. **Requirements for Move-in and Move-out.**

9.1 **Plans.**

9.1.1 Before the Commencement Date, Landlord shall make certain improvements to the Premises in accordance with the floor plans ("Leasehold Improvements") depicted on Exhibit D, attached to and made a part of the Lease (the "Plans"). Landlord shall use diligent efforts to complete the Leasehold Improvements described in the Plans. The Leasehold Improvements shall become a part of the Premises after Tenant conducts an inspection of the Leasehold Improvements, and provides written approval of the Leasehold Improvements in accordance with Section 9.1.2.

9.1.2 Tenant shall provide a written response of its approval or disapproval for the Leasehold Improvements within seven (7) calendar days after receiving Landlord's written notice of completing all Leasehold Improvements ("Notice of Completion"). If Tenant fails to provide a timely written response to the Notice of Completion, Tenant shall be deemed to have approved the Leasehold Improvements.

9.1.3 Except for those warranties that cannot be waived under applicable laws, Landlord makes no representations or warranties (express or implied) as to any aspect of the approved Leasehold Improvements.

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

9.1.5 Tenant shall reimburse Landlord for the costs associated with completion of the Leasehold Improvements (the "Reimbursement Amount") in an amount equal to the lesser of (a) the actual cost of completion of the Leasehold Improvements, or (b) ONE HUNDRED SEVENTY-EIGHT THOUSAND, TWO HUNDRED NINETY AND 00/100 DOLLARS (\$178,290.00). Tenant shall pay the Reimbursement Amount to Landlord no later than ten (10) business days after (i) the City of Dania Beach issues a certificate of occupancy for the Premises with the Leasehold Improvements, or (ii) the City of Dania Beach closes all permits for the Leasehold Improvements, whichever event occurs later.

9.2 Upon the expiration or termination of this Lease ("Removal Deadline"), Tenant shall, at its sole cost and expense, remove Tenant Property (as defined in Section 12.4) and Tenant's other personal property from the Premises, and repair all damage caused by such removal. Any Tenant Property, or other personal property of Tenant, not removed from the Premises by the Removal Deadline shall be deemed abandoned by Tenant and shall become the property of Landlord without further liability to Tenant.

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

#### **10. Landlord's Maintenance and Repair Obligations.**

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

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

10.3 Landlord shall begin any repairs required for the mechanical, electrical, or plumbing systems, or any repairs required under Section 10.2, within twenty-four (24) hours after receiving written notice from Tenant. Landlord shall use commercially reasonable efforts for all of the other repair and maintenance obligations described in this Section 10.

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

10.5 Notwithstanding the preceding provisions, Landlord shall not be responsible for the making of repairs necessitated by, or for the repair costs or other damages caused by, the negligence or willful misconduct of Tenant or Tenant's employees or agents. Nothing herein shall be deemed, construed, or asserted as Tenant waiving its sovereign immunity or waiving any limits established by Section 768.28, Florida Statutes.

## **11. Tenant's Maintenance and Repair Obligations.**

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

11.2 Tenant shall, at its sole cost and expense, keep the interior and fixtures of the Premises in good working order and condition, and make all necessary repairs thereto, except that Tenant is not responsible for any repair or maintenance specifically excluded from Tenant's obligations under Section 11.3. Tenant's repair and maintenance obligations include, without limitation, repairs to:

(i) floor coverings; (ii) interior partitions; (iii) doors; (iv) the interior side of demising walls; (v) electronic, fiber, phone, and data cabling, and related equipment that is installed by, or for the exclusive benefit of, Tenant; and (vi) Tenant Property (as defined in Section 12.4). All repairs made by Tenant shall be at least substantially similar in quality and class to the original work or installations, ordinary wear and tear excepted.

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

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

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

## **12. Alterations and Improvements.**

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

12.2 Tenant may make exterior or structural changes, alterations, or additions to the Premises ("Improvements") with Landlord's prior written consent,

which is subject to Landlord's sole discretion. Notwithstanding, Landlord shall provide a written response within ten (10) business days after receiving Tenant's written request to make any Improvements. If Landlord fails to provide a timely written response to Tenant's request, then Landlord shall be deemed to have consented to the proposed Improvements.

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

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

13. **Damage to Premises.** 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 maintenance and repair. If any damage to the Premises is caused by the negligence or willful misconduct of Tenant or Tenant's employees or agents, Tenant shall be responsible for the costs to repair the damage, except as may be covered by insurance. Nothing herein shall be deemed, construed, or asserted as Tenant waiving its sovereign immunity or waiving any limits established by Section 768.28, Florida Statutes.

14. **Fire or Other Casualty.**

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

14.2 If a Casualty renders the Premises entirely untenable, all payments of Rent shall cease until the Premises are repaired in accordance with

**Section 14.1.** If a Casualty destroys the Premises, or nearly destroys the Premises as to require substantial rebuilding, Rent shall be paid up to the time of the Casualty, and either Party can elect to terminate the Lease with no further liability for the Parties. The term "substantial rebuilding" means that the repairs, which are required for the Premises as a result of the Casualty, cannot be completed within one hundred eighty (180) calendar days.

**14.3 Force Majeure.** The performance by Landlord and Tenant of their obligations under this Lease will be excused by delays due to strikes, lockouts, labor trouble, inability to procure labor or materials or reasonable substitutes for them, failure of power, governmental requirements, restrictions or laws, fire or other damage, war or civil disorder, or other causes beyond the reasonable control of the Party delayed, but not delays resulting from changes in economic or market conditions, or financial or internal problems of the Party delayed, or problems that can be satisfied by the payment of money. As a condition to the right to claim a delay under this Section 14.3, the delayed Party will (i) notify the other Party of the delay within seven (7) business days after the delay occurs; and (ii) give the other Party a weekly update, which describes in reasonable detail the nature and status of the delayed Party's efforts to end the delay.

**15. Environmental.** As of the Effective Date, neither Landlord, nor to the best of Landlord's actual knowledge (without any duty of inquiry), any third party has used, produced, manufactured, stored, disposed of, or discharged any hazardous wastes or toxic substances in, under, or about the Premises in violation of applicable laws during the time in which Landlord owned the Premises. Landlord covenants that it will not use, produce, manufacture, store, dispose of, or discharge any hazardous wastes or toxic substances in, under, or about the Premises (other than the normal and customary petroleum products used in operation of motor vehicles or backup generators) during the Term of this Lease. Landlord shall be liable for any contamination that it causes during the Lease's Term or that predates the Effective Date of this Lease.

**16. Real Property Taxes.**

**16.1** During the Term, Tenant shall pay Landlord for Tenant's Share of Real Property Taxes on the Property. If Landlord receives a refund of any Real Property Taxes, Landlord shall give Tenant a refund for Tenant's Share of such refund, less Tenant's Share of Landlord's fees and costs incurred in obtaining the refund. As used herein, the term "Real Property Tax" shall include (i) any form of real estate tax or assessment, general, special, ordinary, or extraordinary, improvement bond or bonds imposed on the Property or any portion thereof by any authority having the direct or indirect power to tax, including any city, county, state or federal government, or any school, agricultural, sanitary, fire, street, drainage or other improvement district thereof, as against any legal or equitable interest of Landlord in the Property or in any portion thereof, and (ii) all costs and fees incurred in connection with seeking reductions in any tax liabilities described in subsection

(i) above, including, without limitation, any costs incurred by Landlord for compliance, review, and appeal of tax liabilities. Real Property Taxes shall not include income, inheritance, and gift taxes.

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

**17. Utilities and Other Services.**

17.1 Services Provided by Landlord. Landlord shall provide HVAC to the Premises for normal office use during the Operating Hours described in Section 17.2, reasonable amounts of electricity for normal office lighting and desk-type office machines; water in the Premises or in the Common Areas for reasonable and normal drinking and lavatory use; replacement light bulbs and/or fluorescent tubes and ballasts for standard overhead fixtures; building standard janitorial services; elevator service; access to the Property for Tenant and its employees twenty-four (24) hours per day, seven (7) days per week, subject to the terms of this Lease and such protective services or monitoring systems, if any, as Landlord may reasonably impose; and such other services as Landlord reasonably determines are necessary or appropriate for the Property.

17.2 Hours of Service. The services and utilities, described in Section 17.1, shall be provided Monday through Friday from 7:00 A.M. to 6:00 P.M. ("Operating Hours"). HVAC and janitorial service shall not be provided at other times or on nationally recognized holidays. Nationally recognized holidays shall include, but shall not necessarily be limited to, New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Notwithstanding the preceding provisions, Landlord shall use its best efforts to provide HVAC to Tenant at times other than the Operating Hours if Tenant provides written notice to Landlord at least one (1) business day before Tenant needs the HVAC after Operating Hours.

17.3 Usage. If any Landlord Utilities are jointly metered with other premises, Landlord shall make a reasonable determination of Tenant's Share of such Landlord Utilities. Tenant shall pay such share to Landlord in accordance with Section 4.2.1.

17.4 Interruptions. Landlord shall not be liable for damages, consequential or otherwise, nor shall there be any rent abatement arising out of



any curtailment or interruption in utility services, unless due to Landlord's failure to pay.

**18. Insurance.**

18.1 Tenant is a self-insured governmental entity subject to the limitations of Section 768.28, Florida Statutes, as may be amended from time to time. Tenant has instituted and shall maintain a fiscally sound and prudent risk management program with regard to its obligations under this Lease in accordance with the provisions of Section 768.28, Florida Statutes. Tenant's Workers' Compensation and Employers Liability program is in compliance with Chapter 440 of the Florida Statutes. The Tenant is fully self-insured and self-administered for Auto, General Liability, and Workers' Compensation coverage in accordance with Florida law. Tenant will provide written verification of liability protection in accordance with state law prior to final execution of this Lease. Nothing herein shall be deemed, construed, or asserted as Tenant waiving its sovereign immunity or waiving any limits established by Section 768.28, Florida Statutes.

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

18.3 Landlord shall pay the premiums of the insurance policies maintained by Landlord under Section 18.2 (if applicable), and Tenant shall reimburse Landlord for Tenant's Share of such premiums in accordance with Sections 4.2.1 and 8.1.

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

insurance is actually maintained and regardless of the cause or origin of the damage involved, including negligence of the other Party hereto, its agents, officers, or employees.

**19. Landlord's Access.**

19.1 Landlord, or Landlord's agents or employees, shall have the right to enter the Premises to (i) show the Premises to prospective buyers, tenants, or investors, (ii) inspect the Premises to confirm Tenant's compliance with the terms of this Lease, or (iii) make needed repairs to the Premises ("Landlord's Access").

19.2 In connection with Landlord's Access, Landlord must provide Tenant with a verbal or written notice at least forty-eight (48) hours before entering the Premises. Tenant hereby agrees that Landlord's Access may be conducted during Operating Hours. Landlord's Access shall be performed in a commercially reasonable and expeditious manner so as not to unreasonably interfere with Tenant's use of the Premises.

19.3 Notwithstanding the foregoing, in the case of an Emergency, Landlord or its agents may immediately enter the Premises after making reasonable efforts to notify Tenant. The term "Emergency" shall mean any situation in which there is an immediate threat to the Premises, or to the health and safety of any person on the Premises or any other portion of the Property.

**20. Estoppel Certificates.**

20.1 Within thirty (30) calendar days after Landlord's request, Tenant (acting through its Director of Real Property Section) shall execute, acknowledge, and deliver to Landlord a written statement certifying to such Party's knowledge: (i) that none of the terms or provisions of this Lease have been changed (or if they have been changed, stating how they have been changed); (ii) that this Lease has not been canceled or terminated, or if it has been canceled or terminated, the date of such occurrence; (iii) the last date of payment of the Monthly Rent Payment and other charges and the time period covered by such payment; (iv) that Landlord is not in default under this Lease (or if Landlord is claimed to be in default, setting forth such default in reasonable detail); and (v) such other information with respect to Tenant or this Lease as Landlord or any prospective purchaser or encumbrancer of the Property may reasonably request. Landlord may deliver any such statement by Tenant to any prospective purchaser or encumbrancer of the Property, and such purchaser or encumbrancer (and their respective successors and assigns) may rely conclusively upon such statement as true and correct.

20.2 Within thirty (30) calendar days after Tenant's request, Landlord shall execute, acknowledge, and deliver to Tenant a written statement certifying to such Party's knowledge: (i) that none of the terms or provisions of this Lease have been

changed (or if they have been changed, stating how they have been changed); (ii) that this Lease has not been canceled or terminated, or if it has been canceled or terminated, the date of such occurrence; (iii) the last date of payment of the Monthly Rent Payment and other charges and the time period covered by such payment; (iv) that Tenant is not in default under this Lease (or if Tenant is claimed to be in default, setting forth such default in reasonable detail); and (v) such other information with respect to Landlord or this Lease as Tenant or any prospective purchaser or encumbrancer of any of Tenant's property may reasonably request. Tenant may deliver any such statement by Landlord to any prospective purchaser or encumbrancer of any of Tenant's property, and such purchaser or encumbrancer (and their respective successors and assigns) may rely conclusively upon such statement as true and correct.

**21. Assignment or Subletting.**

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

21.2 Tenant may assign or sublet all or a portion of the Premises to a government agency, as defined by State law, without Landlord's consent.

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

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

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

**23. Right to Mortgage and Sell.**

23.1 Landlord shall give written notice to Tenant at least thirty (30) calendar days before the Landlord encumbers or sells any part of the Premises.

23.2 Landlord may encumber any part of the Premises by a mortgage, securing such sums and upon such terms and conditions as Landlord may desire, and any such mortgage shall be a first lien upon the Premises; provided that the Parties enter into a commercially reasonable form of subordination, non-disturbance, and attornment agreement, which shall run with the land in favor of Tenant and any mortgagee, and shall be recorded in the Public Records of Broward County, Florida. No mortgage or lien shall encumber Tenant Property and Tenant's other personal property on the Premises.

23.3 Landlord may sell the Premises or the Property; provided, however, that this Lease shall be expressly assumed by Landlord's vendee.

**24. Holding Over.** Tenant may hold over and remain in possession of the Premises after the expiration of this Lease only with Landlord's approval ("Holdover"), but a Holdover shall not be deemed or construed to be a renewal or extension of this Lease. Any Holdover by Tenant shall create a month-to-month tenancy, subject to all conditions, provisions, and obligations of this Lease in effect on the last day of the Term. Either Party may terminate a Holdover at the end of any month upon providing thirty (30) calendar days written notice to the other Party. Tenant shall pay 125% of the Monthly Rent Payment, based on the last year of the Term, for each month or part thereof during the Holdover.

**25. Default and Remedies.**

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

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

- iii. Landlord shall fail to perform any of Landlord's obligations under this Lease, and such failure continues for thirty (30) calendar days after Landlord receives written notice from Tenant, or such additional time as may be reasonably required if the cure cannot be completed within thirty (30) calendar days but is timely commenced and is diligently prosecuted.

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

26. **Notices.** For a notice to a Party to be effective under this Lease, notice must be sent via U.S. first-class mail, along with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change in accordance with the provisions of this Section.

**Notice to Tenant:**

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

With a copy to:

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

**Notice to Landlord:**

ACP Partners, LLC  
Attention: Mario Henriquez  
777 Brickell Avenue – Suite 1360  
Miami, Florida 33131  
Email Address: mhenriquez@jctmanagement.com

With a copy to:

Kenneth R. Florio  
Goodkind & Florio, P.A.  
4121 La Playa Blvd.  
Coconut Grove, Florida 33133  
Email: Kenneth@goodkindandflorio.com

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

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

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

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

28. **Jurisdiction, Venue, and Waiver of Jury Trial.** This Lease shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The Parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Lease, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Lease shall be exclusively in such state courts, forsaking any other jurisdiction which either Party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS LEASE, THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS LEASE.**

29. **Attorney's Fees.** Each Party shall bear its own attorneys' fees in any litigation or proceeding arising under this Lease.

30. **Brokerage.**

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

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

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

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

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

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

35. **Discriminatory Vendor and Scrutinized Companies Lists.** Landlord represents that it has not been placed on the discriminatory vendor list as provided in

Section 287.134, Florida Statutes. Landlord further represents that it is not ineligible to contract with Tenant on any of the grounds stated in Section 287.135, Florida Statutes.

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

37. **Materiality and Waiver of Breach.** Landlord and Tenant agree that each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties in exchange for quid pro quo, that each is substantial and important to the formation of this Lease, and that each is, therefore, a material term hereof. Either Party's failure to enforce any provision of this Lease shall not be deemed a waiver of such provision or a modification of this Lease. A waiver or breach of any provision or modification of this Lease shall not be deemed a waiver of any subsequent breach and shall not be construed as a modification of the terms of this Lease.

38. **Severance.** In the event that any part of this Lease is found to be invalid by a court of competent jurisdiction, that part shall be severed from this Lease and the balance of this Lease shall remain in full force and effect unless the portion found to be unenforceable materially frustrates the purposes of this Lease, in which case Landlord or Tenant may elect to terminate this Lease. The election to terminate this Lease pursuant to this Section 38 shall be made within ten (10) calendar days after the court's finding becomes final.

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

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

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

42. **Radon Gas.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health 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.

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

44. **Priority of Provisions / Headings.** If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Lease by reference and a term, statement, requirement, or provision of this Lease, the term, statement, requirement, or provision contained in this Lease shall prevail and be given effect. The paragraph headings in this Lease are inserted for convenience of reference and in no way define, describe, or limit the scope or intent of this Lease or any of the Lease's provisions.

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

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

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

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


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

IN WITNESS WHEREOF, the Parties hereto have made and executed this Lease: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor authorized to execute same by Board action on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, and ACP PARTNERS, LLC, signing by and through its MANAGER duly authorized to execute same.

LANDLORD

WITNESSES:

ACP PARTNERS, LLC, a Florida limited liability company

  
Signature

By:   
Authorized Signor

Alexandra Aquino  
Print Name of Witness above

MARIO HENRIQUEZ MANAGING PARTNER  
Print Name and Title

  
Signature

11 day of Oct., 2018

  
Print Name of Witness above

OFFICE LEASE AGREEMENT BETWEEN ACP PARTNERS, LLC AND BROWARD COUNTY.

TENANT

ATTEST:

BROWARD COUNTY, by and through  
its Board of County Commissioners

\_\_\_\_\_  
Broward County Administrator, as  
ex officio Clerk of the Broward County  
Board of County Commissioners

By: \_\_\_\_\_  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Insurance requirements approved by  
Broward County  
Risk Management Division:

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

By: Colleen Pounall 10/15/18

Name: Colleen Pounall

Title: Risk Analyst

By: Irma Qureshi 10/12/18  
Assistant County Attorney (Date)

By: Annika E. Ashton 10/12/18  
Senior Assistant County Attorney (Date)

IQ/  
Lease for Building Code Services.doc  
10/10/2018  
#344495



**EXHIBIT A**  
**THE PREMISES**  
**4101 Ravenswood Road, Suites 101-102 and 117-119**  
**Dania Beach Folio# 504229310010**



**EXHIBIT B  
ANNUAL BASE RENT SCHEDULE**

**Initial Term**

<b>Time Period</b>		<b>Annual Base Rent</b>		<b>Monthly Base Rent</b>
1 <sup>st</sup> Lease Year		\$58,439.50		\$4,869.95
2 <sup>nd</sup> Lease Year		\$60,192.69		\$5,016.06
3 <sup>rd</sup> Lease Year		\$61,998.47		\$5,166.54
4 <sup>th</sup> Lease Year		\$63,858.42		\$5,321.53
5 <sup>th</sup> Lease Year		\$65,774.17		\$5,481.18

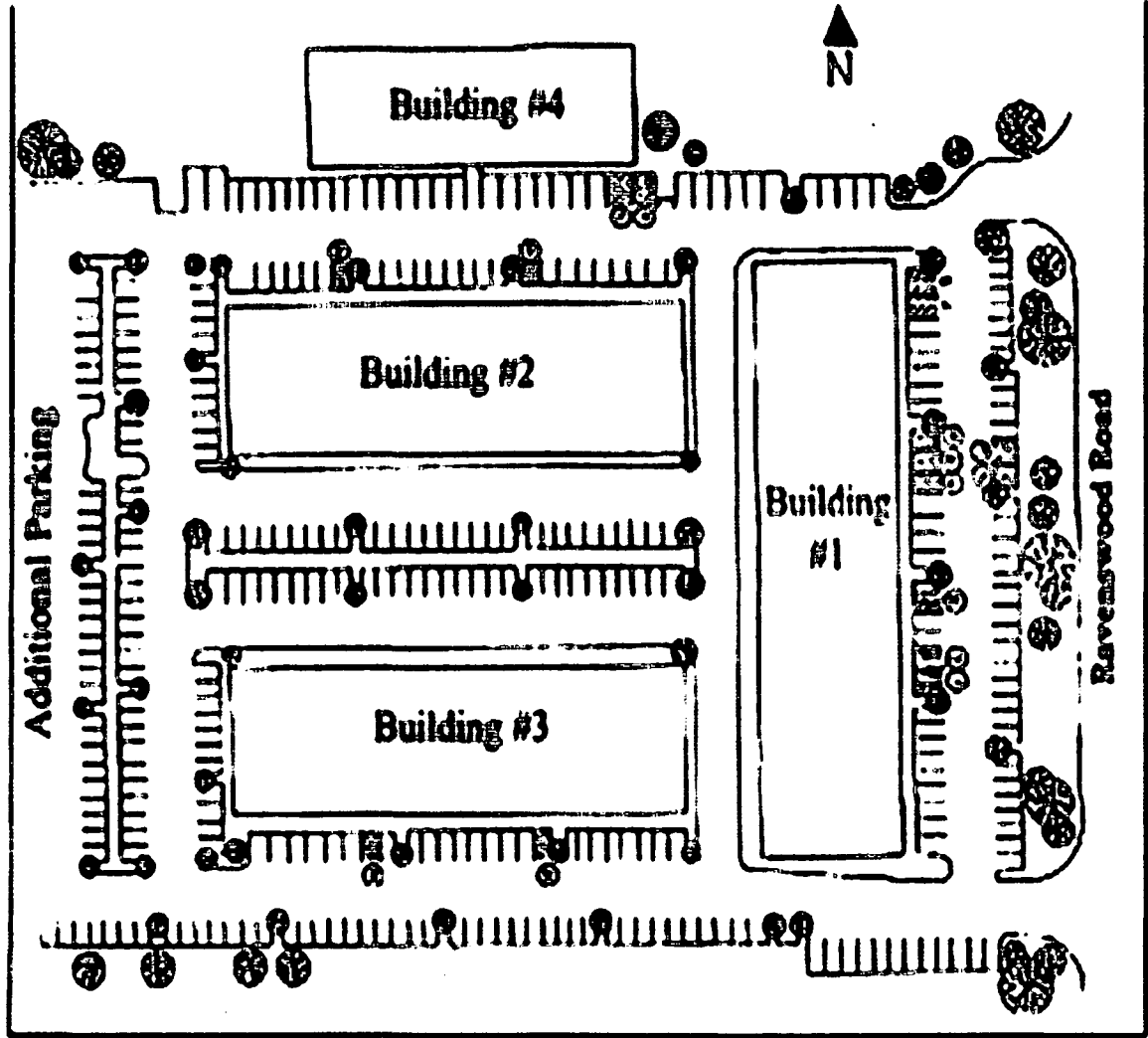
**1<sup>st</sup> Renewal Term**

<b>Time Period</b>		<b>Annual Base Rent</b>		<b>Monthly Base Rent</b>
6 <sup>th</sup> Lease Year		\$67,747.40		\$5,645.62
7 <sup>th</sup> Lease Year		\$69,779.82		\$5,814.98
8 <sup>th</sup> Lease Year		\$71,873.21		\$5,989.43

**2<sup>nd</sup> Renewal Term**

<b>Time Period</b>		<b>Annual Base Rent</b>		<b>Monthly Base Rent</b>
9 <sup>th</sup> Lease Year		\$74,029.41		\$6,169.12
10 <sup>th</sup> Lease Year		\$76,250.29		\$6,354.19
11 <sup>th</sup> Lease Year		\$78,537.80		\$6,544.82

**EXHIBIT C  
PARKING**



**Site Plan**

**EXHIBIT D**  
**LEASEHOLD IMPROVEMENTS**

