

Al Lamberti as Sheriff of Broward County, Florida

Unit 607

## TENANT ESTOPPEL CERTIFICATE

Florida Holding 4800, LLC  
c/o Gary Silberman, Esq.  
Gary Silberman, P.A.  
2665 S. Bayshore Drive, Suite #725  
Coconut Grove, FL 33133

Re: That certain Lease Agreement by and between Lauderhill Mall Investment, LLC (or its predecessors in interest), as "Landlord" and Al Lamberti as Sheriff of Broward County (or its predecessors in interest), as "Tenant", and Amended by that certain amendment dated 04/18/10, by and between Landlord and Tenant for a 10 years and 4 months term which commenced on 04/18/10, and will terminate on 08/31/15, (the "Lease") of the premises (the "Leased Premises") containing 3,712 rentable square feet of the property located at 4200 N.W. 16<sup>th</sup> Street, Suite 607, Lauderhill, FL 33313.

Gentlemen:

Tenant hereby certifies that the above description of the Lease, and the description of the Leased Premises therein demises, is a true and correct description of the same and that the Lease constitutes the only agreement between Landlord and Tenant with respect to the Leased Premises.

Tenant acknowledges that Buyer is purchasing the Leased Premises from Landlord, and Buyer will act in material reliance upon this Certificate.

Further, Tenant hereby certifies, acknowledges and agrees as follows:

1. Tenant is in possession of the Leased Premises pursuant to the terms of the Lease and has fully accepted the Leased Premises and improvements without offset.
2. There have been no amendments, modification, extension or renewals of the Lease except as discussed in the caption to the letter.
3. Tenant hereby represents and warrants to Buyer that, other than those contained in writing in the Lease, there have been no representations, warranties or covenants made by Landlord to Tenant, either oral or in writing.
4. The Lease is in full force and effect; Tenant has accepted the Lease Premises, presently occupies the same, and is paying rent on a current basis; Tenant has no set-offs, claims, or defenses to the enforcement of the Lease; and there are no periods of free rental applicable to the term of the Lease.

5. The following uncompleted tenant improvement work on the Leased Premises is required to be performed by [Tenant] [Landlord]

N/A

\_\_\_\_\_

6. Tenant is not in default in the performance of the Lease, has not committed any breach of the Lease, no notice of default has been given to Landlord; Landlord has fulfilled all representation and warranties, and all finish work on the Leased Premises required of Landlord, and Landlord has completed all common areas and has met all minimum parking requirements of the Lease.

7. Landlord is not in default in the performance of the Lease, has not committed any breach of the Lease, no notice of default has been given to Landlord, Landlord has fulfilled all representation and warranties, and all finish work on the Leased Premises required of Landlord, and Landlord has completed all common areas and has met all minimum parking requirements of the Lease.

8. The current annual base rent is \$77,061.12 payable in equal monthly installments of \$6,421.76, together with applicable sales taxes and other expenses, on the 1st day of each month in advance.

9. Tenant's last payment of rent in the amount of \$ 19,160.16, was made on or about April 10, 2013, towards the monthly rent due for April, May and June 2013 under the Lease.

10. No rent has been paid by Tenant in advance under the Lease except for See #9, and Tenant has no claim of offset or credits against rentals under the Lease.

11. A security deposit of \$ N/A has been made with Landlord.

12. Pursuant to the terms of the Lease, Tenant is required to pay a prorate share of Operating Expenses, as additional rent, on the first day of each month in advance. -N/A

13. Tenant hereby acknowledges that none of the current uses of existing Tenants on the property is in violation of any restrictive covenant or exclusive use provision of its Lease.

14. Tenant acknowledges it has obtained all proper permits and variances from city, state and federal agencies necessary for Tenant's use of the Leased premises.

15. The Tenant is provided an option to renew the lease for N/A term(s), and for \_\_\_\_\_ years, commencing on \_\_\_\_\_, and expiring on \_\_\_\_\_.

16. The Lease is guaranteed by the following individuals, which Guarantees remain in full force and effect:

N/A

17. Tenant acknowledges that Landlord's interest in and to the Lease has been, or will be, assigned to a Florida limited liability company, pursuant to an Agreement for Purchase and Sale. Tenant acknowledges that its interest in the premises is subordinate to a Florida limited liability company and any future mortgage and agrees to execute any document necessary to confirm the same.

18. The agreements and certifications set forth herein are made with the knowledge and intent that the company will rely on them in purchasing the property of which the Leases Premises are a part, and the company and its successors and assigns may rely upon them for the purpose.

Please return this form at your earliest convenience to: Gary Silberman, P.A., 2665 South Bayshore Drive, Suite #725, Coconut Grove, FL 33133.

Thank you for your cooperation in this matter. Should you have any questions, please do not hesitate to contact our office.

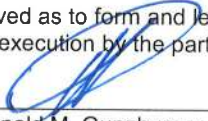
Dated this \_\_\_\_ day of May, 2013.

Very truly yours,

*4888*  
*H. Col. E.K. Neely* *For Col. G. Palmer*  
Colonel Gary Palmer, Executive Director  
DODCP

Date: 6-14-13

Approved as to form and legal sufficiency subject to the execution by the parties

By:   
Ronald M. Gunzburger, General Counsel  
Broward Sheriff's Office  
Date: 06/12/13

## LANDLORD ESTOPPEL CERTIFICATE

Florida Holding 4800, LLC  
c/o Gary Silberman, Esq.  
Gary Silberman, P.A.  
2665 S. Bayshore Drive, Suite #725  
Coconut Grove, FL 33133

Re: That certain Lease Agreement by and between Lauderhill Mall Investment, LLC (or its predecessors in interest), as "Landlord" and Al Lamberti as Sheriff of Broward County (or its predecessors in interest), as "Tenant", and Amended by that certain amendment dated 04/18/10, by and between Landlord and Tenant for a 10 years and 4 months term which commenced on 04/18/10, and will terminate on 08/31/15, (the "Lease") of the premises (the "Leased Premises") containing 3,712 rentable square feet of the property located at 4200 N.W. 16<sup>th</sup> Street, Suite 607, Lauderhill, FL 33313.

Gentlemen:

Landlord hereby certifies that the above description of the Lease, and the description of the Leased Premises therein demises, is a true and correct description of the same and that the Lease constitutes the only agreement between Landlord and Tenant with respect to the Leased Premises.

Landlord acknowledges that Buyer is purchasing the Leased Premises from Landlord, and Buyer will act in material reliance upon this Certificate.

Further, Landlord hereby certifies, acknowledges and agrees as follows:

1. Tenant is in possession of the Leased Premises pursuant to the terms of the Lease and has fully accepted the Leased Premises and improvements without offset.
2. There have been no amendments, modification, extension or renewals of the Lease except as discussed in the caption to the letter.
3. Landlord hereby represents and warrants to Buyer that, other than those contained in writing in the Lease, there have been no representations, warranties or covenants made by Landlord to Tenant, either oral or in writing.
4. The Lease is in full force and effect; Tenant has accepted the Lease Premises, presently occupies the same, and is paying rent on a current basis; Tenant has no set-offs, claims, or defenses to the enforcement of the Lease; and there are no periods of free rental applicable to the term of the Lease.

5. The following uncompleted tenant improvement work on the Leased Premises is required to be performed by [Tenant] [Landlord]

N/A

6. Tenant is not in default in the performance of the Lease, has not committed any breach of the Lease, no notice of default has been given to Landlord; Landlord has fulfilled all representation and warranties, and all finish work on the Leased Premises required of Landlord, and Landlord has completed all common areas and has met all minimum parking requirements of the Lease.

7. Landlord is not in default in the performance of the Lease, has not committed any breach of the Lease, no notice of default has been given to Landlord, Landlord has fulfilled all representation and warranties, and all finish work on the Leased Premises required of Landlord, and Landlord has completed all common areas and has met all minimum parking requirements of the Lease.

8. The current annual base rent is \$77,061.12 payable in equal monthly installments of \$6,421.76, together with applicable sales taxes and other expenses, on the 1st day of each month in advance.

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12. Pursuant to the terms of the Lease, Tenant is required to pay a prorate share of Operating Expenses, as additional rent, on the first day of each month in advance. - N/A

13. Landlord hereby acknowledges that none of the current uses of existing Tenants on the property is in violation of any restrictive covenant or exclusive use provision of its Lease.

14. Landlord acknowledges it has obtained all proper permits and variances from city, state and federal agencies necessary for Tenant's use of the Leased premises.

15. The Tenant is provided an option to renew the lease for N/A term(s), and for        years, commencing on       , and expiring on       .

16. The Lease is guaranteed by the following individuals, which Guarantees remain in full force and effect:

N/A

17. Landlord acknowledges that Landlord's interest in and to the Lease has been, or will be, assigned to a Florida limited liability company, pursuant to an Agreement for Purchase and Sale. Tenant acknowledges that its interest in the premises is subordinate to a Florida limited liability company and any future mortgage and agrees to execute any document necessary to confirm the same.

18. The agreements and certifications set forth herein are made with the knowledge and intent that the company will rely on them in purchasing the property of which the Leases Premises are a part, and the company and its successors and assigns may rely upon them for the purpose.

Please return this form at your earliest convenience to: Gary Silberman, P.A., 2665 South Bayshore Drive, Suite #725, Coconut Grove, FL 33133.

Thank you for your cooperation in this matter. Should you have any questions, please do not hesitate to contact our office.

Dated this \_\_\_\_ day of June, 2013.

Very truly yours,

Lauderhill Mall Investment, LLC

Name of Landlord

By: 

Its: Manager

"Landlord"

Lauderhill Mall Investment, LLC

Name of Landlord

By: \_\_\_\_\_

Its: \_\_\_\_\_

"Landlord"

B50607

### Lease Agreement

This lease agreement, entered into this 8<sup>th</sup> day of November, 2004, between DAISOG Corporation, 4200 N.W. 16<sup>th</sup> Street, Lauderdale, FL 33313, hereinafter called the Lessor, and Kenneth C. Jenne, II, as Sheriff of Broward County, Florida, Broward Sheriff's Office, 2601 W. Broward Boulevard, Ft. Lauderdale, FL 33312, hereinafter called the Lessee,

### Witnesseth:

That the Lessor, for and in consideration of the covenants and agreements hereinafter mentioned to be kept and performed by the Lessee, has demised and leased to the Lessee, for the term and under the conditions hereinafter set out, those certain premises at 4200 N.W. 16<sup>th</sup> Street, 6<sup>th</sup> Floor, Lauderdale, FL 33313, which shall constitute an aggregate area of approximately 2,846 square feet of space (the "Premises" or "Demised Premises"). The Premises are more specifically described on Exhibit "A" attached hereto and incorporated by reference. For purposes of the payment of rent, the Premises will include a 15% common area maintenance for a total of 3,273 square feet.

### I Term and Renewal Option

The term of this Lease shall commence on the date when Lessor shall deliver possession of the Demised Premises to Lessee upon receiving issuance of a final certificate of occupancy for the Premises ("Commencement Date"), and shall end at midnight on the date of the expiration of five (5) years from the Commencement Date. The parties hereto agree to execute, within thirty (30) days after the Commencement Date a supplement to this Lease fixing the definite date of the beginning and of the ending of the term of this Lease. Lessee shall have the option to extend the lease at the end of the initial term for a period not to exceed six (6) months.

### Rentals

The Lessor hereby leases to the Lessee and the Lessee hereby leases from the Lessor the above described premises upon the terms set out in this lease and the Lessee agrees to pay the Lessor monthly rental in arrears as described on Exhibit "B." Rent shall be payable on the first day of every month. The first payment will commence on the first day of the month following the Landlord's obtaining of a final certificate of occupancy for the Premises.

All rent shall be paid to the Lessor at 4200 N.W. 16<sup>th</sup> Street, Lauderdale, FL 33313. The annual rental for the demised premises after the first year shall be increased at the rate Fifty (50) cents per square foot per year which increase shall commence with the second lease year's first payment and be recalculated and due and owing as of the first lease payment of every year through the balance of the Initial Term and any and all option years.

### III Heating, Air Conditioning and Janitor Services

1. The Lessor agrees to furnish to the Lessee heating and air conditioning equipment and maintain same in satisfactory operating condition at all times for the leased premises during the term of the lease at the expense of the Lessor.
2. The Lessor agrees to maintain thermostats in the demised premises not to exceed 74 degrees Fahrenheit during the heating season and not below 68 degrees Fahrenheit during the cooling season. The heating season is when the temperature in the building goes below 68 degrees Fahrenheit and the cooling season is when the temperature goes above 74 degrees Fahrenheit.
3. Heating and air conditioning shall be maintained at the above-described temperatures during normal working hours which are 7:30 a.m. to 6:00 p.m., Monday through Friday excluding state holidays. Lessor shall maintain temperatures after normal working hours not to exceed 80 Fahrenheit degrees in the cooling season and not below 65 degrees Fahrenheit during the heating season.





The Lessor agrees to furnish janitorial services and all necessary janitorial supplies for the leased premises during the term of the lease at the expense of the Lessor. (See Exhibit "C" attached hereto.) All janitorial services required above shall be provided during the Lessee's normal working hours, which are normally from 7:30 a.m. to 6:00 p.m., Monday through Friday excluding state holidays.

#### IV Light Fixtures

1. a. The Lessor agrees to install in the demised premises light fixtures for the use of the Lessee.  
a. The Lessor shall be responsible for replacement of all bulbs, lamps, tubes and starters used in such fixtures for the purpose of furnishing light.
2. The Lessor certifies that the lighting levels within the demised premises are maintained at and do not exceed the following levels: 10 foot-candles in hall and corridors; 30 foot-candles in other public areas; 50 foot-candles in office, conference rooms, and other levels as set forth in the State Energy Management Plan, Volume II, Section F.

#### V Maintenance and Repairs

1. The Lessor covenants to keep the Demised Premises in good structural repair. Lessor shall maintain and keep in good repair the roof, skylights, walls, foundations, sidewalks, floors, windows, ceilings, sprinkler and hot water systems, elevators, heating plants, air conditioning plants, plumbing, electrical wiring and all other structural components. The Lessor shall perform daily trash removal and maintain and replace the air conditioning in accordance with industry standards. The Lessor shall also make all repairs or changes which may be necessary to make the Demised Premises and the use herein contemplated comply with applicable laws, ordinances, orders or regulations of any federal, state, county or municipal authority now or hereafter in effect unless specifically exempted therefrom. If the Lessor fails, within twenty (20) days after written request of Lessee, to make such repairs or changes, or repairs necessitated by fire or other casualty, then (a) the Lessor shall be liable for any damages to property or loss thereby sustained by the Lessee, and (b) the Lessee may have such repairs made at the expense of the Lessor, and deduct it from future rental payment upon presentation of a certified Lessee invoice detailing the repairs made and the expense incurred. The Lessor's time to cure shall be extended if the repairs are incapable of being completed within the aforesaid time period and the Lessor has commenced diligent efforts to complete the repair or rectify the situation, in which case the cure period shall be extended as long as the Lessor makes a continuous, on-going, diligent effort to complete the repair or rectify the situation. In the event the needed repair(s) and/or maintenance is not provided as hereinabove set forth and such failure substantially impairs the Lessee's use of the Demised Premises, the rental shall abate, as of the date of Lessor's failure to cure, to the extent that the impaired portion of the Demised Premises bears to the whole of such Premises and upon the completion of such repairs, the full rental shall commence and the Lease shall then continue the balance of the Term.
2. Exterior maintenance, including without limitation, routine gardening, cutting, mulching, pruning and similar maintenance of all foliage; routine and non-routine maintenance of parking areas, common exterior areas, swale areas within the property line (including cleaning, painting, striping, paving, and repairs) shall be done by Lessor, at its expense.
3. The Lessor shall provide for interior maintenance and repairs in accordance with generally accepted good practices, including repainting, the replacement of worn or damaged floor covering and repairs or replacement of interior equipment as may be necessary due to normal usage. The Lessee shall, during the term of this lease, keep the interior of the demised premises in as good a state of repair as it is at the time of the commencement of this lease, reasonable wear and tear and unavoidable casualties excepted. The Lessee shall notify the Lessor in writing of the need for repair.
4. The Lessor shall maintain and keep in repair the exterior of the demised premises during the term of this lease and shall be responsible for the replacement of all windows broken or damaged in the demised premises, except such breakage or damage caused to the exterior of the demised premises by the Lessee, its officers, agents or employees.

5. The Lessor shall maintain the interior and exterior of the demised premises including grounds and parking area so as to conform to all applicable health and safety laws, ordinances and codes which are presently in effect and which may subsequently be enacted during the term of this lease and any renewal periods.
6. The Lessor agrees to furnish pest control services for the leased premises during the term of the lease at the expense of the Lessor.

**VI Utilities**

That the Lessor will promptly pay all gas, water, power and electric light rates or charges which may become payable during the term of this lease for the gas, water and electricity used by the Lessee on the premises.

**VII Signage**

Lessor shall provide exterior signage identifying the Broward Sheriff's Office in accordance with applicable city ordinances.

**VIII Tenant Improvements**

Lessor shall provide all improvements required to complete the Demised Premises to finished office space more particularly described in the attached Exhibit "A" at no cost to Lessee. Said improvements will comply with local, state, and federal laws, codes, rules and regulations.

**IX Handicapped Standards and Alterations**

1. The Lessor agrees that the demised premises now conform, or that prior to the Lessee's occupancy, the said premises shall, at Lessor's expense, be brought into conformance with the requirements of local, state, and federal laws, codes, rules and regulations, including Florida Statutes Section 553.48 providing requirement for the physically handicapped.
2. That, the Lessee shall have the right to make any alterations in and to the demised premises during the term of this lease upon first having obtained the written consent thereto of the Lessor. The Lessor shall not capriciously withhold the consent to any such alterations.

**X Injury or Damage to Property on Premises**

That all property of any kind that may be on the premises during the continuance of this lease shall be at the sole risk of the Lessee, and except for any negligence on the Lessor, the Lessor shall not be liable to the Lessee or any other person for any injury, loss or damage to property or to any person on the premises.

**XI Fire and other Hazards**

In the event, that the demised premises, or the major part thereof, are destroyed by fire, lightning, storm or other casualty, the Lessor at its option may forthwith repair the damage to such demised premises at its own cost and expense. The rental thereon shall cease until the completion of such repairs and the Lessor will immediately refund the pro rata part of any rentals paid in advance by the Lessee prior to such destruction; should the premises be only partly destroyed, so that the major part thereof is usable by the Lessee, then the rental shall abate to the extent that the injured or damaged part bears to the whole of such premises and such injury or damage shall be restored by the Lessor as speedily as is practicable and upon the completion of such repairs, the full rental shall commence and the lease shall then continue the balance of the term.

The Lessor shall provide for fire protection during the term of this lease in accordance with the fire safety standards of the State Fire Marshal. The Lessor shall be responsible for maintenance and repair of all fire protection equipment necessary to conform to the requirements of the State Fire Marshal. The Lessor agrees that the demised premises shall be available for inspection by the State Fire Marshal, prior to occupancy by the Lessee, and at any reasonable time thereafter.

The Lessor certifies that no asbestos was used in the construction of the demised premises or that, if asbestos was used, actions have been completed to correct the hazards caused by the use of asbestos.

The Lessee agrees that only during an actual fire shall the Lessee allow the tenants in the contiguous offices to the West of BSO Offices exit through the shared fire exit door. The Lessor agrees to equip such door with hinges that allow it to swing open in both directions. Lessor shall ensure that the tenants in the contiguous offices shall not at any time other than in case of a fire have access to BSO leased offices.

**XII Expiration of Term**

At the expiration of the term, the Lessee will peaceably yield up to the Lessor the demised premises in good and tenantable repair. It is understood and agreed between the parties that the Lessee shall have the right to remove from the premises all personal property of the Lessee and all fixtures, machinery, equipment, appurtenances and appliances placed or installed on the premises by it, provided the Lessee restores the premises to as good a state of repair as they were prior to the removal.

**XIII Subletting and Assignment**

The Lessee upon the obtaining of the written consent of the Lessor, which written consent shall not capriciously be withheld, shall have the right to sublet all or any part of the demised premises, or to assign all or any part of the demised premises.

**XIV Not Consent to Sue**

The provisions, terms or conditions of this lease shall not be construed as a consent of the Lessee to be sued because of said leasehold.

**XV Waiver of Defaults**

The waiver by either party of any breach of this Lease by the other party shall not be construed as a waiver of any subsequent breach of any duty or covenant imposed by this Lease.

**XVI Right of Lessor to Inspect**

The Lessor, upon five days written notice to Lessee, may enter into and upon the demised premises for the purpose of viewing the same and for the purpose of making any such repairs as they are required to make under the terms of this lease.

**XVII Breach of Covenant / Termination**

1. These presents are upon this condition, that, except as provided in this lease, if the Lessee shall neglect or fail to perform or observe any covenant herein contained, which on the Lessee's part is to be performed, and such default shall continue for a period of thirty (30) days after receipt of written notice thereof from the Lessor to the Lessee, then the Lessor lawfully may, immediately, or at any time thereafter, and without further notice or demand, enter into and upon the demised premises, or any part thereof, and repossess the same as of their former estate and expel the Lessee and remove its effects forcefully, if necessary, without being taken or deemed to be guilty of any manner of trespass and thereupon this demise shall terminate but without prejudice to any remedy which might otherwise be used by the Lessor for arrears of rent or for any breach of the Lessee's covenants herein contained.
2. In the event that Lessor is in breach of any material term or condition of this Lease, Lessee shall provide Lessor with written notice of such breach describing the nature and extent of such breach. Lessor shall have the longer of thirty (30) days from receipt of such notice to cure any breach under this Lease or such other amount of time upon mutual agreement of the parties. In the event the Lessor fails to cure such breach within the thirty (30) day period, Lessee reserves the right to immediately terminate this Lease for cause. For purposes of this section, material terms or conditions include but are not limited to the following: requirements of any ordinance, code or law; remedying heating and air conditioning equipment, roofing deficiencies, janitorial services, pest control services, plumbing, lighting fixtures, interior and exterior maintenance including equipment, repainting, replacement of worn or damaged floor covering, security issues and systems, elevator access, and maintaining the demised premises, landscaping, grounds and parking areas; life safety issues; indoor air quality issues;

and ceiling tiles. Lessor shall immediately remedy life safety issues; respond within twenty-four (24) hours to remedy indoor air quality issues, heating and air conditioning equipment, plumbing, janitorial services, elevator access, security issues and systems, and lighting fixtures; and respond within seventy two (72) hours to issues to remedy interior and exterior maintenance, including equipment, ceiling tiles and roofing deficiencies.

**XVIII Acknowledgment of Assignment**

That the Lessee upon the request of the Lessor shall execute such acknowledgment or acknowledgments, or any assignments, of rentals and profits made by the Lessor to any third person, firm or corporation, provided that the Lessor will not make such request unless required to do so by the Mortgagee under a mortgage, or mortgages, executed by the Lessor.

**XIX Taxes, Insurance, and Commissions**

Lessor shall pay all real estate taxes and fire insurance premiums on the demised premises. Lessee shall not be liable to carry fire insurance on the person or property of the Lessee or any other person or property which may now or hereafter be placed in the demised premises.

**XX Availability of Funds**

The obligations of the Lessee under this lease agreement are subject to the availability of funds lawfully appropriated by Broward County annually.

**XXI Use of Premises**

The Lessee will not make or suffer any unlawful, improper or offensive use of the premises or any use or occupancy thereof contrary to the laws of the State of Florida or to such Ordinances of the City and/or County in which the demised premises are located, now or hereinafter made, as may be applicable to the Lessee.

**XXII Notices**

All notices required to be served upon the Lessor shall be served by Registered or Certified Mail, Return Receipt Requested, at 4200 N.W. 16<sup>th</sup> Street, Lauderdale, FL 33313, and all notices required to be served upon the Lessee shall be served by Registered or Certified Mail, Return Receipt Requested, at the address of the Lessee at 2601 W. Broward Blvd., Ft. Lauderdale, FL 33312 to the attention of Director of Finance with a copy to Kris Gulick, 2601 W. Broward Blvd., Ft. Lauderdale, FL 33312, and a copy to Department of Legal Affairs, 2601 W. Broward Blvd., Suite 3548, Ft. Lauderdale, FL 33312.

**XXIII Definition of Terms**

1. The term "lease," "lease agreement," or "agreement" shall be inclusive of each other and shall also include any renewals, extensions or modifications of this lease.
2. The terms "Lessor" and "Lessee" shall include the successors and assigns for the parties hereto.
3. The singular shall include the plural and the plural shall include the singular whenever the context so requires or permits.

**XXIV Additional Terms  
(Check One)**

- ☐ Any and all additional covenants or conditions appear on the attached.  
☐ No additional covenants or conditions form a part of this lease.

**XXV Parking and Common Areas**

The use and occupancy by the Lessee of the demised premises shall include the use in common with others entitled thereto of the automobile parking areas, driveways, pathways, entrance ways, means of ingress and egress, loading and unloading facilities, and other facilities. Lessor warrants that it will provide at least 220 parking spaces (total parking spaces for all three floors Lessee is leasing from Lessor) at the location of the Premises and that it will provide additional parking at and access and egress to the Premises through the adjacent area of the

Lauderhill Mall to accommodate Lessee's clients, employees, invitees and guests. Lessor further agrees to maintain in good repair the parking areas and all common areas and to make any repairs necessitated by water seepage or by other causes not under tenant's control.

**XXVI Lessor's Covenants**

Lessor covenants and warrants that at the time of delivery or possession of the demised premises, the demised premises are in compliance with all applicable building, housing, health, safety and environmental laws, regulations and codes and that the demised premises are in a clean, safe and sanitary condition, in repair, free from rodents and vermin. Lessor shall make all repairs or changes which may be necessary to maintain the demised premises in compliance with applicable laws, ordinances, orders or regulations of any federal, state, county or municipal authority now or hereafter in affect.

**XXVII Hurricane**

Lessor shall be responsible for securing and preparing the demised premises for any hurricane or other emergency situations by agreeing to install hurricane shutters on the front section of the building.

**XXVIII Indemnification**

Lessor agrees to indemnify Lessee against any and all claims, debt, demands or obligations which may be made against Lessee arising by reason of any negligent acts or omissions of Lessor, its officers, agents or employees in respect to the common areas of the building controlled by Lessor or its maintenance obligations for the demised premises. If it becomes necessary for Lessee to defend any actions based upon Lessor's negligence or omissions seeking to impose any such liabilities, Lessor will pay all costs of court and reasonable attorneys' fees incurred by Lessee in such defense, in addition to any other sums which Lessee may be called upon to pay by reason of the entry of a judgment or decree against Lessee in a litigation in which such claim is asserted.

To the extent authorized by Florida Statutes §768.28, Lessee agrees to indemnify Lessor against any and all claims, debts, demands, causes of actions or obligations which may be made against Lessor arising by reason of Lessee's occupancy of, or operations upon the demised premises or any negligence acts or omissions of Lessee, its officers, agents or employees in respect to Lessee's possession or operation of the demised and leased premises. If it becomes necessary for the Lessor to defend any actions based upon Lessee's use or occupancy of the premises or Lessor's, its agents, employees or representative's acts of negligence or omissions or in liability sought to be imposed against the Lessor, Lessee will pay all cost of court and reasonable attorney fees incurred by Lessor in such defense, together with any of the sums which Lessor may be called upon to pay by reason of the entry of a judgment or decree against Lessor in litigation in which such claim is asserted. Nothing contained in this lease shall be construed as a waiver of Lessee's entitlement to sovereign immunity.

**XXIX Sovereign Immunity**

Lessee will at all times be entitled to the benefits of the limitations of sovereign immunity as provided in Florida Statutes, Section 768.28, and, common law. Nothing contained in this lease shall be construed as a waiver of Lessee's entitlement to sovereign immunity.

**XXX Radon Gas**

As required by Florida Statutes Section 404.056(8), Lessor notifies Lessee as follows:

"RADON GAS: Radon is a naturally occurring radioactive gas that, once it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Additional information regarding Radon and Radon testing may be obtained from your County Health Unit."

**XXXI Miscellaneous Provisions**

1. Amendment. No waiver or modification of this Lease or of any covenant, condition or limitation contained in the Lease shall be valid unless it is in writing and duly executed by both



- parties.
2. Governing Law. This Lease shall be governed and construed in accordance with the laws of the State of Florida. Venue of any actions shall be in Broward County, Florida.
  3. Prevailing Party. In the event either Party brings an action against the other to enforce any condition or covenants of this Lease, the prevailing Party in such action shall be entitled to recover their court costs and reasonable attorneys' fees in the judgment rendered in such action.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this instrument for the purpose herein expressed, the day and year above written.

Witness as to Lessor:

Yunys Monte

DAISOG Corporation

By: Jose Dearing

Date: \_\_\_\_\_

Witness as to Lessee:

Quia Vafa  
Jamisha Lewis

Kenneth C. Jenne, II, as Sheriff of Broward County  
(Lessee)

By: Kenneth C. Jenne, II, as Sheriff

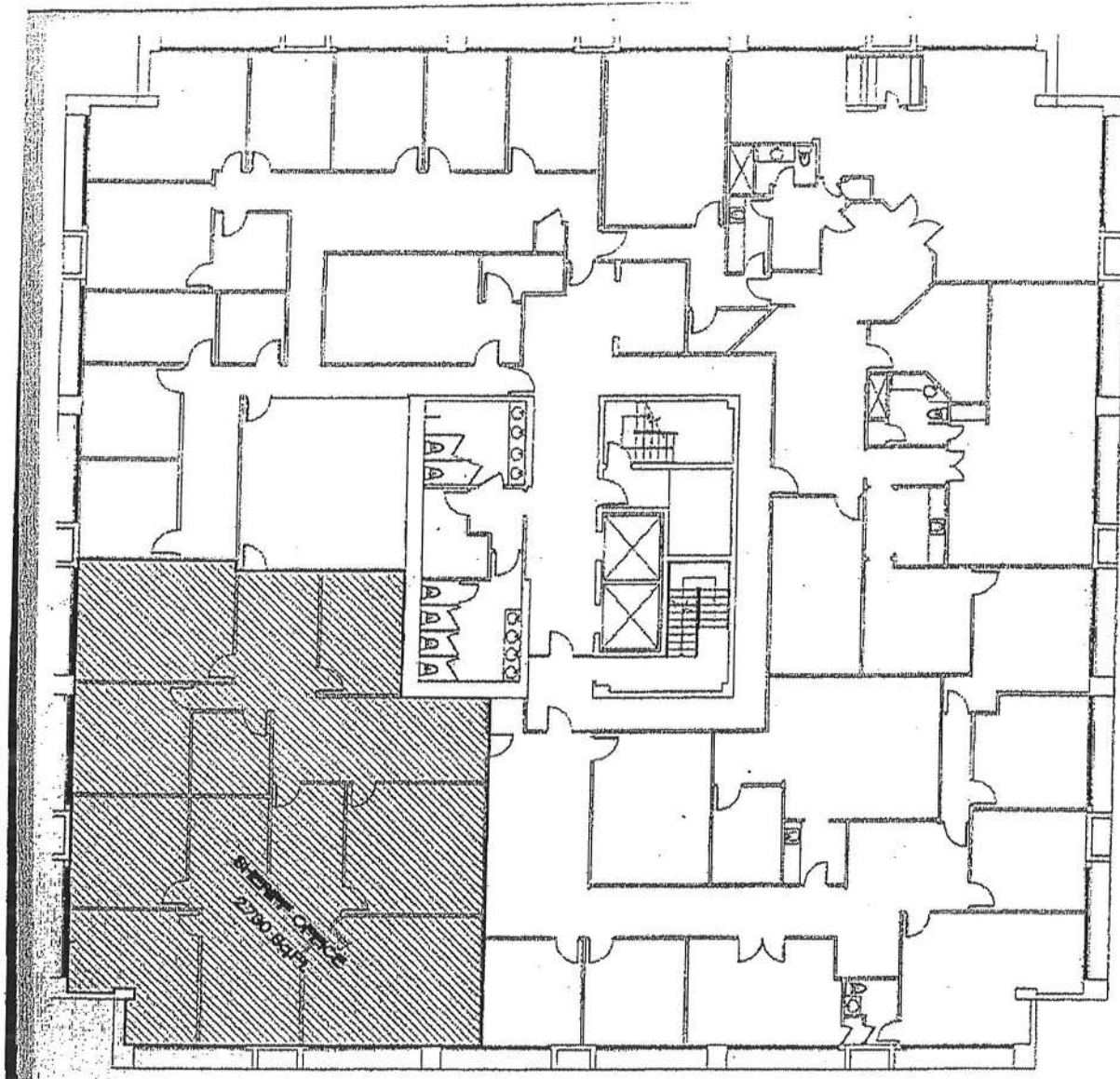
Date: \_\_\_\_\_

Approved as to form and legal sufficiency  
subject to execution by the parties:

By: Ree Fitch

Department of Legal Affairs


EXHIBIT "A"



*[Handwritten signature]*

### EXHIBIT "B"

Year	Amount per square foot	Annual Rent	Monthly Rent
First Year	\$12.50 per square foot	\$40,912.50	\$3,409.38
Second Year	\$13.00 per square foot	\$42,549.00	\$3,545.75
Third Year	\$13.50 per square foot	\$44,185.50	\$3,682.13
Fourth Year	\$14.00 per square foot	\$45,822.00	\$3,818.50
Fifth Year	\$14.50 per square foot	\$47,458.50	\$3,954.88



### Exhibit "C"

#### Janitorial Services

The Lessor agrees to furnish janitorial and cleaning services as part of this lease agreement. This includes furnishing all cleaning / maintenance equipment and cleaning supplies as required, including but not limited to, drinking cups at water fountains, bathroom tissues, paper towels, trash receptacle liners, hand soap (preferably liquid) and doormats at entrances to the facility. All supplies are to be of good quality acceptable in the janitorial profession and of satisfactory quality suitable to the needs of personnel.

Cleaning of the facility shall be accomplished in accordance with the following schedule:

#### Floors

- Daily: Carpeted areas - vacuum  
Non-carpeted areas - dust mop, remove gum and other materials, spot damp mop to remove stains or spots
- Weekly: Non-carpeted areas - damp mop and spray buff
- Semiannually: Machine clean carpets throughout the facility. Other areas to be cleaned if their condition so dictates
- Strip, reseal and wax all normally waxed floors

#### Walls, Ceilings, Interior Doors, Ledges, etc.

- Weekly: Spot clean  
Clean light switch plates and surrounding wall areas  
Dust windowsills, ledges, fixtures, etc.
- Monthly: Dust or vacuum HVAC registers and returns
- Annually: Clean all light diffuses and wipe dust off light bulbs

#### Water Fountains



Daily: Clean and sanitize  
Replenish supply of disposable cups (if applicable)

#### **Windows and Glass**

Daily: Clean entrance and vicinity glass both inside and outside  
Spot clean directory and internal glass or windows

Semiannually: Clean inside of external windows

#### **Furnishings**

As needed but  
at least weekly: Dust tables, chairs, desks, credenzas, file cabinets, bookcases, etc.  
Do not disturb any papers lying on desks or cabinets  
Dust and clean all ornamental wall decorations, pictures, charts, chalkboards, etc.  
Dust draperies, venetian blinds or curtains

#### **Trash and Refuse**

Daily: Empty and clean all trash receptacles. Receptacle liners are to be used, change as necessary  
Remove all collected trash to external dumpsters or trash containers  
In conference rooms, reception areas, etc., remove accumulated trash; i.e. paper cups, soda cans, etc.

#### **Cigarette Urns and Ashtrays**

Daily: Empty and clean all cigarette urns  
Empty and damp wipe all ashtrays

#### **Rest Rooms**

Daily: Maintain in a clean and sanitary condition: floors, walls, doors, stalls, partitions, shelves, sinks, commodes, urinals, bath facilities, soap and towel dispensers  
Clean and polish mirrors  
Empty and sanitize trash and sanitary napkin receptacles  
Replenish supplies of tissue, towels and soap  
Check and replace, as necessary, deodorizer bars / room air freshener units

Bi-weekly: Clean ceramic tile surfaces with a strong cleaner or bleach so that tile and grout have a uniform color

#### **Lounge and Kitchens Areas, if applicable**

Daily: Clean and sanitize sinks and counter areas

#### **Exterior**

Daily: Sweep outside area immediately adjacent to building entrances  
Keep parking lot and surrounding grass areas free of trash

Weekly: Sweep all exterior access areas; i.e., sidewalks, porches, verandas, etc.

#### **Maintenance Services**

In reference to Articles III and V of the lease agreement:

1. Filters for HVAC shall be changed every 90 days at a minimum and more often as conditions warrant.
2. All painted surfaces in the facility shall be freshly painted at the commencement of this lease, if needed, and at least once every three years thereafter during the lease term and any renewals thereof. Touch up painting to be done as needed.
3. Perform such other services as are necessary to keep the facility clean and in a sanitary condition.

A handwritten signature or mark, possibly initials, consisting of a stylized 'Z' or '4' shape with a vertical line extending downwards.

**FIRST AMENDMENT TO LEASE AGREEMENT**  
**BSO Lease 607**

**THIS FIRST AMENDMENT TO LEASE AGREEMENT** ("Amendment") is made and entered into as of this 18th day of April, 2010, by and between **LM IDEAL, LLC**, a Florida limited liability company ("Landlord") and **Al Lamberti** as Sheriff of Broward County, Florida ("Tenant").

**WHEREAS**, **DAISOG Corporation**, as Landlord, and **Kenneth C. Jenne II**, as Sheriff of Broward County, Florida ("Jenne") as Tenant entered into a certain Lease Agreement dated November 8, 2004 (the "Lease"), regarding a portion of the 6<sup>th</sup> floor (consisting of approximately 3,273 square feet of space) in property located in Broward County, Florida commonly known as the Ideal Building (the "Building"), 4200 NW 16<sup>th</sup> Street, Lauderhill, Florida 33313 (the "Premises"); and

**WHEREAS**, Landlord is the successor in interest to **DIASOG Corporation**, and the owner of the property in which the Premises are located; and

**WHEREAS**, Tenant is the successor in interest to Jenne; and

**WHEREAS**, the parties now wish to amend the Lease as set forth herein.

**NOW THEREFORE**, in consideration of the mutual covenants and other good and valuable consideration exchanged between the parties, the receipt and sufficiency whereof are hereby acknowledged, the parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and form a part hereof.
2. **Estoppel.** Tenant acknowledges that Landlord has performed all of its obligations under the Lease to date and it is unaware of any defaults or events which with the passage of time would constitute a default under the Lease. Landlord shall not be required to build out or improve the Premises or to do any construction work in the Premises.
3. **Amendments.** Landlord and Tenant hereby agree to the following amendments to the Lease:
  - a. **Term.** The term of the Lease shall terminate at 6:00 P.M. on August 31, 2015.
  - b. **Rental Rate.** Rent shall continue to accrue upon the terms and at the rate set forth in the Lease through April 17, 2010. Thereafter, notwithstanding any schedule or statements in the Lease to the contrary, rent will be due and payable in accordance with the Rental Rate Schedule attached hereto as Exhibit "A" and made a part hereof.

This Exhibit "A" shall control and supersede all contrary or inconsistent provisions in the Lease pertaining to payments of Rent.

- c. **Notices.** Paragraph 22 of the Lease shall be modified such that all notices to

Landlord shall be sent to:

LM Ideal LLC  
1267 NW 40<sup>th</sup> Avenue  
Lauderhill, Florida 33313  
Attention: Cynthia G. Baker

With copies to: LM Ideal LLC  
1645 SE 3<sup>rd</sup> Court, Suite 200  
Deerfield Beach, Florida 33441  
Attention: Marc Geiserman

Tenant Notices shall be sent to: Al Lamberti, Sheriff Broward County  
Broward Sheriff's Office  
2601 W. Broward Boulevard  
Fort Lauderdale, FL 33312  
Attn: Director of Finance

With copies to: Office of the General Counsel  
Broward Sheriff's Office  
2601 W. Broward Boulevard  
Fort Lauderdale, FL 33312

d. Hurricane Preparation. Paragraph XXVII of the Lease is hereby deleted in its entirety and the following substituted therefore:

In the event of a hurricane or other emergency, Landlord shall be obligated to prepare the exterior of the Ideal Building in any manner deemed reasonable by Landlord. Landlord shall not be responsible to prepare any part of the interior of the Premises itself, or to secure any property of Tenant in, on, or about the Premises.

e. Heating, Air Conditioning and Janitorial Services. Paragraph III of the Lease is deleted in its entirety and the following substituted therefor:

Landlord agrees to furnish to the Tenant heating and air conditioning equipment and maintain same in satisfactory operating condition at all times for the Premises during the term of the Lease at the expense of the Lessor.

Landlord agrees to use reasonable efforts to maintain thermostats in the Premises not to exceed 74 degrees Fahrenheit or be less than 68 degrees Fahrenheit

Heating and air conditioning shall be maintained at the above-described temperatures during normal working hours which are 7:30am to 6:00pm, Monday through Friday excluding state holidays. Landlord shall use

reasonable efforts to maintain temperatures after normal working hours not to exceed 80 degrees Fahrenheit degrees or be less than 65 degrees Fahrenheit.

Landlord agrees to furnish janitorial services and all necessary janitorial supplies for the Premises during the term of the Lease at the expense of the Landlord in accordance with Exhibit "C" attached to the Lease. All janitorial services required above shall be provided during the normal working hours, which are normally from 7:30am to 6:00pm, Monday through Friday excluding state holidays.

f. Maintenance and Repair. Paragraph V of the Lease is hereby amended to include the following additional language:

Landlord shall provide for interior maintenance and repairs in accordance with generally accepted practices, except for repairs which arise as a result of the negligence or intentional misconduct of Tenant, its agents, employees or invitees. Tenant shall, during the term of this Lease, keep the Premises in as good a state of repair as exists as of the date hereof, reasonable wear and tear and unavoidable casualties excepted. Tenant shall use its best efforts to notify Landlord immediately upon spills on to or soiling of any floors or walls, damage or destruction to any portion of the Premises, as well as the presence of any insects, rodents or vermin. Tenant shall use its best efforts to avoid causing any damage to the floors or walls or any portion of the Premises, and shall not move furniture, equipment or other items across the floor in a manner to cause such damage. Resulting damage shall be the responsibility of Tenant. Tenant, its agents, employees and invitees shall use best efforts to refrain from keeping open items of food in, or about desks, counters and surfaces within the Premises to minimize the risk of infestation by insects and rodents.

g. Insurance. The following is added at the end of Paragraph XIX of the Lease:

Tenant acknowledges that Landlord will not carry, nor be responsible to carry, insurance on any of Tenant's interests or property in, on, or about the Premises.

h. Tenant's Certificates. The following is added to the end of Paragraph XVII of the Lease:

Tenant, at any time upon at least 10 days notice from Landlord, shall execute, acknowledge and deliver to Landlord or any other person or entity specified by Landlord, a statement certifying that this Lease is unmodified, (or as modified), is in full force and effect, and Tenant will confirm the amount of rent due hereunder, the dates to which rent has been paid, and the fact that there are then no existing defaults by Landlord under the Lease (or

specifying) such defaults if any exist.

i. Termination. Paragraph XVII of the Lease is hereby deleted in its entirety and the following substituted therefor:

This Agreement may be terminated as follows:

- (i) Termination by Mutual Agreement. If the parties mutually agree in writing, the Lease may be terminated on the terms and dates stipulated therein.
- (ii) Termination by Landlord. If Tenant shall be in breach of the Lease, after applicable notice and grace, Landlord may terminate this Lease and/or avail itself of any rights and remedies available pursuant to this Lease, at law and in equity.

It is expressly understood and agreed that if default be made in the payment of the rent or any part thereof as specified in the Lease, or if default be made by Tenant in the performance of any of the covenants and agreements in this Lease contained and such default continues after applicable notice and grace, Landlord may,

- a. at its option, at any time thereafter terminate this Lease and the term hereof, on giving to the Tenant five (5) days notice in writing of the Landlord's intention to do so, and this Lease and the term hereof shall expire and come to an end on the date fixed in such notice as if the said date were the date originally fixed in this Lease for the expiration hereof; and/or
- b. re-enter the premises by summary proceedings or otherwise, and remove all persons therefrom without being liable to prosecution therefor, and the Tenant shall pay at the same time as the rent becomes payable under the terms hereof a sum equivalent to the rent reserved herein, and the Landlord may rent the Premises on behalf of the Tenant, reserving the right to rent the Premises for a longer period of time than fixed in the Lease, without releasing the original Tenant from any liability occurring on or before the date on which the Lease was to expire, applying any monies collected first to the expenses of resuming or obtaining possession, second to restoring the Premises to rentable condition, and then to the payment of rent and all other charges due and to become due to the Landlord. Any surplus shall be paid to the Tenant, which shall remain liable for any deficiency. However, the Tenant shall not be responsible for liabilities incurred by any new, substitute tenant over and above the amounts original Tenant is responsible for under the terms of the Lease. Such notice of termination may be given by mail to the Tenant addressed to the Premises.

In the event that the relation of the Landlord and Tenant may cease or

terminate by reason of the re-entry of the Landlord under the terms and covenants contained in this Lease or by the ejectment of the Tenant by summary proceedings or otherwise, or after the abandonment of the Premises by the Tenant, it is hereby agreed that the Tenant shall remain liable and shall pay in monthly payments the rent which accrues subsequent to the re-entry by the Landlord, and the Tenant expressly agrees to pay as damages for the breach of the covenants herein contained, the differences between the rent reserved and the rent collected and received, if any, by the Landlord during the remainder of the unexpired term, such difference or deficiency between the rent herein reserved and the rent collected, if any, shall be come due and payable in monthly payments during the remainder of the unexpired term, as the amounts of such difference or deficiency shall from time to time be ascertained; and it is mutually agreed between Landlord and Tenant that the respective parties hereto shall and hereby waive trial by jury in any action, proceeding or counterclaim brought by either of the parties against the other on any matters whatsoever arising out of or in any way connected with this Lease, the Tenant's use or occupancy of said Premises, and/or any claim of injury or damage.

(iii) **Termination in the Event of Casualty.** If the Building is partially destroyed by hurricane, fire or flood, the Premises are rendered untenable, and Landlord does not elect to terminate the Lease, all rent due under the Lease shall abate, until Landlord shall have repaired the Premises. If possible, Landlord will provide temporary space in the Building, during the period of reconstruction. If the Building is totally destroyed by casualty, Landlord may terminate the Lease, or elect to rebuild as provided for above in the case of partial destruction. If Landlord elects to rebuild after complete destruction, Tenant may terminate the Lease upon a minimum of thirty (30) days notice to Landlord, after receipt by Tenant of Landlord's election to rebuild. Nothing in this provision dealing with Termination shall relieve Tenant of responsibility for damage arising from or in connection with the negligence or intentional misconduct of Tenant, its agents, employees or invitees.

(iv) **Termination in the Event of Condemnation.** If all of the Building is taken by public authority, the Lease shall terminate upon the date of such taking. If a portion of the Building is so taken, the Lease shall remain in full force and effect provided the Premises are not thereby rendered untenable, or in the alternative, the Landlord relocates Tenant, at Landlord's sole cost, to comparable space in the Building.

j. **Tenant Cooperation.** The following is added as a new Paragraph XXXIII of the Lease:

**Tenant Cooperation.** Tenant hereby agrees to cooperate with Landlord so as to better enable Landlord to meet its obligations with respect to improvements in repairs required to be made to the Premises pursuant to the

terms of the Lease.

- k. Security. The following is added as a new Paragraph XXXII of the Lease:

Security. Landlord agrees to provide security to the Building Monday through Friday during the evening hours as designated by the BSO operational need. Further, this security shall be provided through BSO Special Detail Office, and shall not exceed two Special Detail Officers at any one time. BSO agrees to reimburse Landlord, in a timely manner, for this security at the invoiced rates.

- l. Landlord's Rights After Casualty. The following is added as a new Paragraph XXXIII of the Lease:

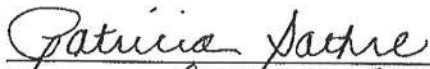
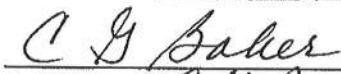
Landlord's Rights After Casualty. Notwithstanding anything in Paragraph XI or the Lease generally, and subject to subparagraph i above, Landlord may elect not to repair the Premises or the Building, as applicable, after a casualty, whereupon Landlord may terminate the Lease upon written notice to Tenant. Tenant shall not be responsible for any rental obligations arising after the delivery of such notice. In no event will this Lease automatically terminate without action by Landlord, which must be taken in a commercially reasonable period of time.

- m. Defined Terms. References herein to Landlord and Tenant shall include references to Lessor and Lessee as provided for in the Lease. References herein to Premises shall also include the Demised Premises as provided for in the Lease.

n. General Provisions. Except as specifically modified hereby the Lease is hereby ratified, is in full force and effect. No future modifications will be binding except if in writing and signed by both parties. This Amendment supersedes all inconsistent or contrary provision in the Lease.

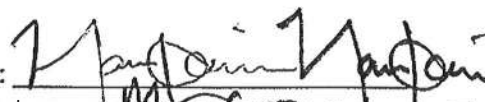
IN WITNESS WHEREOF, the parties have set their hands and seals as of the day and year first above written.

Witnesses:

  
Print name: PATRICIA SATHRE  
  
Print name: C. G. BAKER

**LANDLORD:**

LM Ideal LLC,  
a Florida limited liability company  
By: MJB Management LLC, a Florida  
limited liability company

By:   
Print name: Marc Gerstein  
Title: \_\_\_\_\_

**TENANT:**

Al Lamberti,  
Sheriff of Broward County, Florida



2006-159/518/7

Print name: Tamara Clifford  
Print name: Anthony Bennett

By: James Wimberly  
Print name: James Wimberly  
Title: Colonel, DODCC

Approved as to form and legal sufficiency  
subject to the execution by the parties

By: [Signature]  
Broward Sheriff's Office

Date: 1/11/10

BSO LEASE NO. 607  
 RENTAL BREAKDOWN  
 April 18, 2010 -  
 AUGUST 31, 2015  
 3,712 SQUARE FEET

## EXHIBIT "A"

<u>COMMENCEMENT</u> <u>DATE</u>	<u>PRICE PER</u> <u>SQUARE FOOT</u>		<u>ANNUAL</u> <u>RENTAL</u>		<u>MONTHLY</u> <u>RENT</u>
18-Apr-10	19.00	\$	70,528.00	\$	5,877.33
18-Apr-11	19.57	\$	72,643.84	\$	6,053.65
18-Apr-12	20.16	\$	74,833.92	\$	6,236.16
18-Apr-13	20.76	\$	77,061.12	\$	6,421.76
18-Apr-14	21.38	\$	79,362.66	\$	6,613.55
18-Apr-15	22.02	\$	81,738.24	\$	6,811.52
<u>TOTAL ANNUAL RENT</u>		\$	456,290.57		