

Broward County by its Board of County  
Commissioners

Unit 200 and 501 A

## 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 first amendment dated 10/29/99, second amendment dated 11/08/04 and third amendment dated 11/01/09 by and between Landlord and Tenant for a 16 year term which commenced on 07/13/99, and will terminate on 08/31/15, (the "Lease") of the premises (the "Leased Premises") containing 11,352 \* rentable square feet of the property located at 4200 N.W. 16<sup>th</sup> Street, Suite 200 \*, Lauderhill, FL 33313.

\*Space 200A (aka 501A) with 3,500 sq. ft. added via Third Amendment contingent  
Upon availability of grant money

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 \$235,688.28 payable in equal monthly installments of \$19,640.69, together with applicable sales taxes and other expenses, on the 1st day of each month in advance. \$72,660.00 yearly, \$6,055.00 monthly for space 200A (501A).

9. Tenant's last payment of rent in the amount of \$ 58,922.07, was made on or about April 1, 2013, towards the monthly rent due for April, May and June 2013 under the Lease. For 200A (501A): \$6,055.00 paid on April 18, 2013 for May 2013 rent.

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,

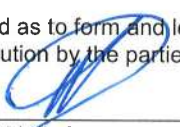
  
Colonel Gary Palmer, Executive Director  
DODCP

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 first amendment dated 10/29/99, second amendment dated 11/08/04 and third amendment dated 11/01/09 by and between Landlord and Tenant for a 16 year term which commenced on 07/13/99, and will terminate on 08/31/15, (the "Lease") of the premises (the "Leased Premises") containing 11,352 \* rentable square feet of the property located at 4200 N.W. 16<sup>th</sup> Street, Suite 200 \*, Lauderhill, FL 33313.

\*Space 200A (aka 501A) with 3,500 sq. ft. added via Third Amendment contingent  
Upon availability of grant money

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 \$235,688.28 payable in equal monthly installments of \$19,640.69, together with applicable sales taxes and other expenses, on the 1st day of each month in advance. \$72,660.00 yearly, \$6,055.00 monthly for space 200A (501A).

9. Tenant's last payment of rent in the amount of \$ 58,922.07, was made on or about April 1, 2013, towards the monthly rent due for April, May and June 2013 under the Lease. For 200A (501A): \$6,055.00 paid on April 18, 2013 for May 2013 rent.

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. 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"

2nd Floor

Ma Cruz

BUSINESS LEASE

This LEASE, made by and between: LIH Realty, L.C., a Florida limited liability company (hereinafter referred to as LANDLORD); and BROWARD COUNTY, a political subdivision of the State of Florida, by its Board of County Commissioners (hereinafter referred to as TENANT).

WITNESSETH:

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

1. DESCRIPTION, TERM AND RENT:

Subject to the condition precedent set forth in Section 4 herein, LANDLORD hereby leases unto TENANT the second floor, consisting of approximately 11,353 square feet, at the address of 4200 N. W. 16th Street situate in the City of Lauderhill, County of Broward, State of Florida (the "Premises") more specifically shown on Exhibit B hereto, for the term of five (5) years commencing on the issuance of a final certificate of occupancy ("CO") for the leased premises, and terminating on the last day of the 60th month thereafter, plus any renewals exercised per Section 17 herein, for the total rental of Seven Hundred Forty Five Thousand Eight Hundred Ninety Two and 10/100 Dollars (\$745,892.10), lawful money of the U. S., which TENANT covenants to pay to LANDLORD or its duly authorized agent, payable in equal monthly installments as set forth in Exhibit A, which is attached hereto and made a part hereof, at its office located at 4200 NW 16th Street, Lauderhill, FL 33313, or at such other place as may be designated in writing by LANDLORD to TENANT, according to the attached Exhibit A, which is attached hereto and made a part hereof, in advance, without demand, on the first day of each month during said term. TENANT may have the option to extend this lease pursuant to the terms set forth in this Agreement. Section 17 of this lease contains an option for TENANT to purchase the property described on Exhibit C hereto, in which the Premises are located.

2. ACCESS AND PARKING FACILITIES:

LANDLORD warrants that it will provide at least 100 parking spaces at the location of the Premises and that it will provide additional parking at and

CAF #7

11/24/98

H:\DATA\DIV3\ADL\DPW\4200NW16.WPD

1

Ma Cruz






access and egress to the Premises through the adjacent area of the Lauderhill Mall to accommodate TENANT'S clients, employees, invitees and guests.

3. USE OF PREMISES:

TENANT may use and occupy the Premises for operation of a court facility and related office uses or for any lawful purpose not inconsistent with the general operations of TENANT government, its various subdivisions, agencies, boards, councils, authorities, and departments. TENANT covenants that TENANT will not, without the written consent of LANDLORD, said consent not to be unreasonably withheld, permit the Premises to be occupied by any person, firm, or corporation other than TENANT and its employees. TENANT further covenants that no nuisance or hazardous trade or occupation shall be permitted or carried on in or upon said premises, no act or thing shall be permitted and no thing shall be kept in or about said Premises which will increase the risk of hazard of fire, and no waste shall be permitted or committed upon or any damage done to said Premises, and TENANT shall not use or occupy or permit the Premises to be used or occupied in any manner which will violate any laws or regulations of any governmental authority.

4. UTILITIES AND OTHER SERVICES:

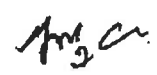
The following utilities, services and expenses shall be paid by the party identified:

Air conditioning unit maintenance		<u>TENANT</u>
	X	
A/C filter maintenance and replacement when obsolete	X	
Electricity	X	
		
Water and sewer service	X	
Heat	X	

CAF #7  
11/24/98

H:\DATA\DIV3\ADL\DPW\4200NW\16.WPD

2



Pest Control	X
Trash removal	X
Light bulb and lamp/light fixture replacement, as needed, per TENANT requirements.	X

5. ALTERATIONS AND IMPROVEMENTS:

Unless otherwise prohibited by the terms of this lease, TENANT may, at its own expense, make such non-structural changes, alterations, additions and improvements to the Premises as it may deem necessary or expedient in its operation. If it is necessary, TENANT may make structural alterations or additions with LANDLORD'S written consent, and such consent will not be unreasonably withheld or delayed. All such alterations and/or new construction shall, at the sole option of TENANT, be considered personalty and remain the exclusive property of TENANT. TENANT may remove all such property from the Premises upon the termination of this Lease; provided, however, that the Premises be restored to its original condition, normal wear and tear excepted.

6. HOLD OVER BY TENANT:

TENANT may hold over and remain in possession of the Premises after the expiration of this lease only with the approval of the LANDLORD and shall, in no event, be deemed or construed to be a renewal or extension of this lease but shall only operate to create a month-to-month tenancy upon the same terms and conditions as are set forth in this Lease, which may be terminated by either party at the end of any month upon thirty (30) days' prior written notice by certified U.S. mail to the other. Double rent shall not be charged under this section or under any provision of applicable law.

7. ASSIGNMENT OR SUBLETTING:

TENANT may assign or sublet all or portions of the Premises for the remainder of the term with the approval of LANDLORD, which approval LANDLORD shall not unreasonably delay or withhold, provided that the business or occupation of the assignee or subtenant is not extra-hazardous on account of fire, disreputable uses, or illegal uses. In the event TENANT is assigning to a government agency, as defined by state law, LANDLORD herein grants its consent for such assignment without the necessity of further

CAF #7  
11/24/98

H:\DATA\DIV3\ADL\DPW\4200NW16.WPD

*Jim Cr*  
2

action. LANDLORD may require an assignee to sign an assignment agreement wherein the assignee will assume the terms of this Lease. Should TENANT assign this Lease, TENANT shall be relieved from all liability under the Lease; however, should TENANT sublease the premises, TENANT will remain secondarily liable under the Lease in the event the Sublessee defaults. LANDLORD shall have the right to cancel this Lease if the proposed private assignee or subtenant is unreasonably rejected by LANDLORD.

8. **SURRENDER UPON TERMINATION:**

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

9. **RECOVERY OF POSSESSION ON DEFAULT:**

9.1 In the event any rent shall be in default and unpaid after thirty (30) days from due date, LANDLORD may give TENANT notice thereof, by certified U.S. mail, and only if TENANT shall fail to remedy such default within thirty (30) days after receipt of such notice shall LANDLORD have the right to institute proceedings for the recovery of possession of the Premises.

9.2 It is expressly understood and agreed that if default be made in the payment of the rent or any part thereof as specified in paragraph 9.1, or if default be made in the performance of any of the covenants and agreements in this lease contained on the part of the TENANT to be kept and performed and such default continues unabated for thirty (30) days after written notice thereof to TENANT, the 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 so to do, and this lease and the term hereof shall expire and come to an end on the date

CAF #7

11/24/98

H:\DATA\DIV3\ADLDP\W4200\NW16.WPD

4

*Am Co*

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 original lease without releasing the original TENANT from any liability, applying any moneys collected, first to the expenses of resuming or obtaining possession, second to restoring the premises to a rentable condition, and then to the payment of the rent and all other charges due and to become due to the LANDLORD, any surplus to be paid to the TENANT, who shall remain liable for any deficiency. Such notice of termination may be given by mail to the TENANT addressed to the premises.

- 9.3 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 become 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.

CAF #7  
11/24/98

H:\DATA\DIV3\ADLDPW4200NW16.WPD

5

*Apr 11*  
1

9.4 The failure of the LANDLORD to insist upon a strict performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of any rights or remedies that the LANDLORD may have, and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained.

10. CHANGE IN OWNERSHIP:

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

11. DAMAGE TO PREMISES:

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

12. INSPECTION:

LANDLORD, its duly authorized agent, so stated by written notice to TENANT, and any authorized employees of the said agent, the janitor or watchman, may enter said Premises upon reasonable notice to TENANT to examine same or to make needed repairs to said Premises; and, if the Premises consist of only a part of a structure owned or controlled by LANDLORD, LANDLORD, its agent, janitor or watchman or authorized employees may enter the demised Premises at reasonable times upon reasonable notice to the TENANT to install or repair items cited herein and other appliances deemed by LANDLORD to be essential to the use and occupation of other parts of the Premises. Any entrance to the Premises by LANDLORD shall be subject to TENANT'S security requirements.

CAF #7

11/24/98

H:\DATA\DIV3\ADL\DPW\4200NW16.WPD

6

*Handwritten signature/initials*

13. FIRE OR OTHER CASUALTY:

In the event of injury to the Premises or any part thereof during said term by fire or other cause, TENANT shall give immediate notice thereof to LANDLORD. The Premises shall be repaired by LANDLORD as soon as reasonably practicable at the expense of LANDLORD. If the Premises are rendered untenable by the elements or any other cause, all rental payments shall cease until the same shall be repaired as aforesaid. If the Premises shall be destroyed by the elements or any other cause, or so nearly destroyed as to require substantial rebuilding, rent shall be paid up to the time of such destruction and from thenceforth this Lease shall cease and come to an end, and TENANT shall have no further liability.

14. REPAIRS:

14.1 LANDLORD covenants to keep the said Premises in good structural repair, so far as concerns TENANT. LANDLORD shall maintain and keep in good repair the roof, skylights, outside walls, foundations, sidewalks, interior walls, floors, windows, ceilings, sprinkler and hot water systems, elevators, heating plants, air conditioning plants, plumbing, and electrical wiring. LANDLORD shall also make any repairs necessitated by water seepage or by other causes not under TENANT'S control. LANDLORD shall also make all repairs or changes which may be necessary to make the Premises and the use herein contemplated comply with applicable laws, ordinances, orders or regulations of any federal, state, County or municipal authority now or hereafter in effect unless specifically exempted therefrom. If LANDLORD fails, within a reasonable time after request, to make such repairs or changes, or repairs necessitated by fire or other casualty, then (a) LANDLORD shall be liable for any damages to property or loss thereby sustained by TENANT, and (b) TENANT may have such repairs made at the expense of LANDLORD, and deduct it from future rental payment upon presentation of a certified TENANT invoice detailing the repairs made and the expense incurred. TENANT shall cure all violations caused by its use and use by its contractors, licenses and invitees.

14.2 This lease and the obligation of TENANT to pay rent hereunder and perform all of the other covenants and agreements hereunder on part of TENANT to be performed shall in no wise be affected, impaired or excused because LANDLORD is unable to fulfill its obligations under

CAF #7

11/24/98

H:\DATA\DIV3\ADLIDP\W4200NW\16.WPD

7

this lease to supply or is delayed in supplying any service expressly or impliedly to be supplied or is unable to make, or is delayed in making, any repair, additions, alterations or decorations or is unable to supply or is delayed in supplying any equipment, fixtures, or other materials if LANDLORD is prevented or delayed from so doing by reason of any cause, beyond control of LANDLORD including, but not limited to, strike or labor troubles or by reason of the conditions which have been or are affected, either directly or indirectly, by war or other emergency; provided however that such performance by LANDLORD does not continue for more than thirty (30) days.

15. EXTERIOR MAINTENANCE:

Exterior maintenance, including without limitation, routine gardening, cutting, mulching, pruning and similar maintenance of all foliage; routine and non-routine maintenance of parking areas, common exterior areas, swale areas within the property line ~~(including maintenance of parking areas, common exterior areas, swale areas within the property line)~~

16. WAIVER:

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

17. RENEWALS and OPTION TO PURCHASE:

17.1 The term of this Lease may be extended, at the option of TENANT, acting through its Board of County Commissioners or duly authorized designee, for two successive period(s), the first for a period of three (3) years and the second for a period of two (2) years. Such option to extend shall be exercised by TENANT by giving written notice by certified U.S. mail to LANDLORD not less than sixty (60) days prior to the expiration of the then existing term. Each extended renewal term shall be first for a period of three (3) years and the second for a period of two (2) years, and shall be upon the same terms and conditions as provided in this Lease for the initial term except that there shall be no additional options to extend and the rent for each successive term shall be as follows:

CAF #7

11/24/98

H:\DATA\DIV3\ADL\DPW\4200NW16.WPD

8

Hy C

Term 1  
Term 2

\$488,746.65  
\$342,633.54

or 13976.30 month  
14876.40

Refer to attached Exhibit A for details

17.2 LANDLORD hereby grants TENANT an option to purchase the land and building identified in Exhibit C hereto, being the land and building in which the Premises are located, for a purchase price of \$7,000,000. TENANT may exercise such option to purchase by delivering written notice to LANDLORD of the intention to exercise such option, which notice may be delivered at any time commencing October 1, 1999, and ending on September 30, 2001. In the event that TENANT exercises such option, LANDLORD and TENANT shall enter into a purchase contract on TENANT's customary form and containing such terms and conditions as they shall mutually agree.

18. INSURANCE:

LANDLORD agrees that during the term hereof it will, at its expense, keep the Premises insured against loss or damage by fire, together with extended coverage to the extent of replacement value thereof, including plate glass insurance. Notwithstanding anything herein to the contrary, LANDLORD shall repair and replace plate glass damaged as a result of casualty covered under the LANDLORD'S policy of fire insurance with extended coverage. Should LANDLORD make major repairs or rebuild the Premises, and TENANT elects to remain as a tenant, LANDLORD shall replace said building with a structure as good as or better than the damaged or destroyed building.

Down  
here

19. ENVIRONMENTAL CONTAMINATION:

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

20. 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

CAF #7  
11/24/98

H:\DATA\DIV3\ADLDPWM200NW16.WPD

9

Hm Cr  
2



regarding radon and radon testing may be obtained from the TENANT Public Health Unit.

21. NOTICES:

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

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

With a copy to:

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

Notice to the LANDLORD shall be addressed to:

LIH Realty, L. C.  
4200 N. W. 16th Street  
Lauderhill, FL 33313  
Attn: Chaim Laufer, President

22. TERMS:

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

23. SUCCESSORS: ASSIGNS:

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

CAF #7  
11/24/98

H:\DATA\DIV3\ADLIDPW4200NW16.WPD

10

*Hm C*  
2

24. RIGHT TO MORTGAGE AND SELL:

LANDLORD may encumber the premises by mortgage or mortgages, securing such sum or sums and upon such terms and conditions as LANDLORD may desire, and any such mortgage or mortgages so given shall be a first lien upon the land and buildings superior to the rights of TENANT herein; provided, however, that no mortgage or lien shall encumber TENANT property. LANDLORD may sell the premises as set forth herein; however, this Lease shall be expressly assumed by LANDLORD's vendee, including without limitation TENANT'S option to purchase.

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

25. COPIES OF LEASE:

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

26. PRIOR AGREEMENTS:

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

27. APPLICABLE LAW AND VENUE:

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for litigation concerning this Agreement shall be in Broward County, Florida.

CAF #7

11/24/98

H:\DATA\DIV3\ADL\DPW\4200NW\16.WPD

11

28. CONDEMNATION:

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

29. PUBLIC ENTITY CRIME ACT:

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

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

30. INDEPENDENT CONTRACTOR:

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

CAF #7

11/24/98

H:\DATA\DIV3\ADL\DPW\4200NW16.WPD

12

*Hm*  
2

31. THIRD PARTY BENEFICIARIES:

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

32. COMPLIANCE WITH LAWS:

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

33. SEVERANCE:

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

34. JOINT PREPARATION:

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

35. PRIORITY OF PROVISIONS:

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

CAF #7

11/24/98

H:\DATA\DIV3\ADL\DPW\4200NWH\5.WPD

13

*HmC*  
2

36. OTHER PROVISIONS:

Any additional provisions entered into at the time of execution of this Lease shall require approval of the parties by initialing at the bottom of any additional page(s), which must be affixed to the Lease. Exhibit A (rent schedule), Exhibit B (description of leased premises), Exhibit C (description of real estate subject to purchase option) and Exhibit D (work letter) are attached hereto, have been initialed at the bottom and are incorporated herein by reference.

37. CONDITION PRECEDENT:

It is a condition precedent that the improvements listed on Exhibit D hereto and a final certificate of occupancy (CO) shall be issued for the leased premises by the local governmental agency having jurisdiction over this project. Such CO shall be issued by November 1, 1999, or this agreement will be deemed automatically discharged without the necessity of any further action by either party and without liability to either party. Exhibit D, which is attached hereto and is made a part hereof and initialed by the parties contains the drawings which set forth the design, location, dimensions of the improvements and interior build-out and other applicable details of the plans and specifications for such build-out of the leased premises which are required by the TENANT prior to commencing the term of this lease.

Notwithstanding the foregoing, in the event that a CO has not been issued by November 1, 1999, due to circumstances not reasonably within the control of LANDLORD, such as labor actions, material shortages, or acts of God this lease shall continue in effect but the date for commencement of the term hereof shall be delayed for a period not to exceed ninety (90) days until this condition has been satisfied provided that (a) LANDLORD shall compensate TENANT on demand for any additional rent charged to LANDLORD at its present location over the rent currently being paid by TENANT for such space (b) In the event that the CO is reasonably expected to be delayed for a period of more than thirty (30) days, TENANT shall have the option to terminate this lease.

38. TENANT's CERTIFICATES:

TENANT, at any time, and from time to time, upon at least 10 days' prior notice by LANDLORD, shall execute, acknowledge and deliver to LANDLORD, and/or to any other person, firm or corporation specified by LANDLORD, a statement certifying that (i) this lease is unmodified and in full force and effect

CAF #7  
11/24/98

H:\DATA\DIV3\ADL\DPW\4200\NW16.WPD

14

(or, if there have been modifications, that the same is in full force and effect as modified and stating the modifications), (ii) the dates to which the rent has been paid, (iii) the current rent and (iv) whether or not there exists any default by LANDLORD under this lease, and, if so, specifying each such default.

CAF #7

11/24/98

H:\DATA\DIV3\ADL\DPWW\200NW16.WPD

15

  
2

IN WITNESS WHEREOF, LANDLORD and TENANT have executed this Lease on the dates hereinafter subscribed.

Signed and Sealed

LANDLORD

Executed by LANDLORD on

6/29/99, 1999

LIH REALTY, L. C.

By:

Chaim Laufer, President and Member

And:

Seymour England, Member

Sarah Lipschitz  
Witness SARAH LIPSCHITZ

Witness

Sarah Lipschitz  
Witness SARAH LIPSCHITZ

Moses Fisher  
Witness MOSES FISHER

CAF #7

11/24/98

H:\DATA\DIV3\ADL\DPW\4200NW\16.WPD

16


*Handwritten initials*

Business Lease with LIH Realty, L.C. and Broward County

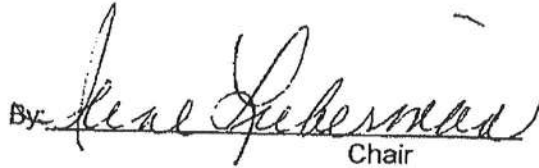
TENANT

ATTEST:

BROWARD COUNTY, through its  
BOARD OF COUNTY COMMISSIONERS

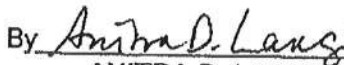
  
County Administrator and  
Ex-Officio Clerk of the  
Board of County Commis-  
sioners of Broward County,  
Florida



By   
Chair

13 day of July, 1997.

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

By   
ANITRA D. LANCZI  
Assistant County Attorney

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

ADL:smc  
6/15/99  
4200nw16.wpd

CAF #7  
11/24/98  
H:\DATA\DIV3\ADL\DPW\4200NW16.WPD

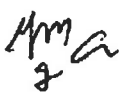




Exhibit "A"

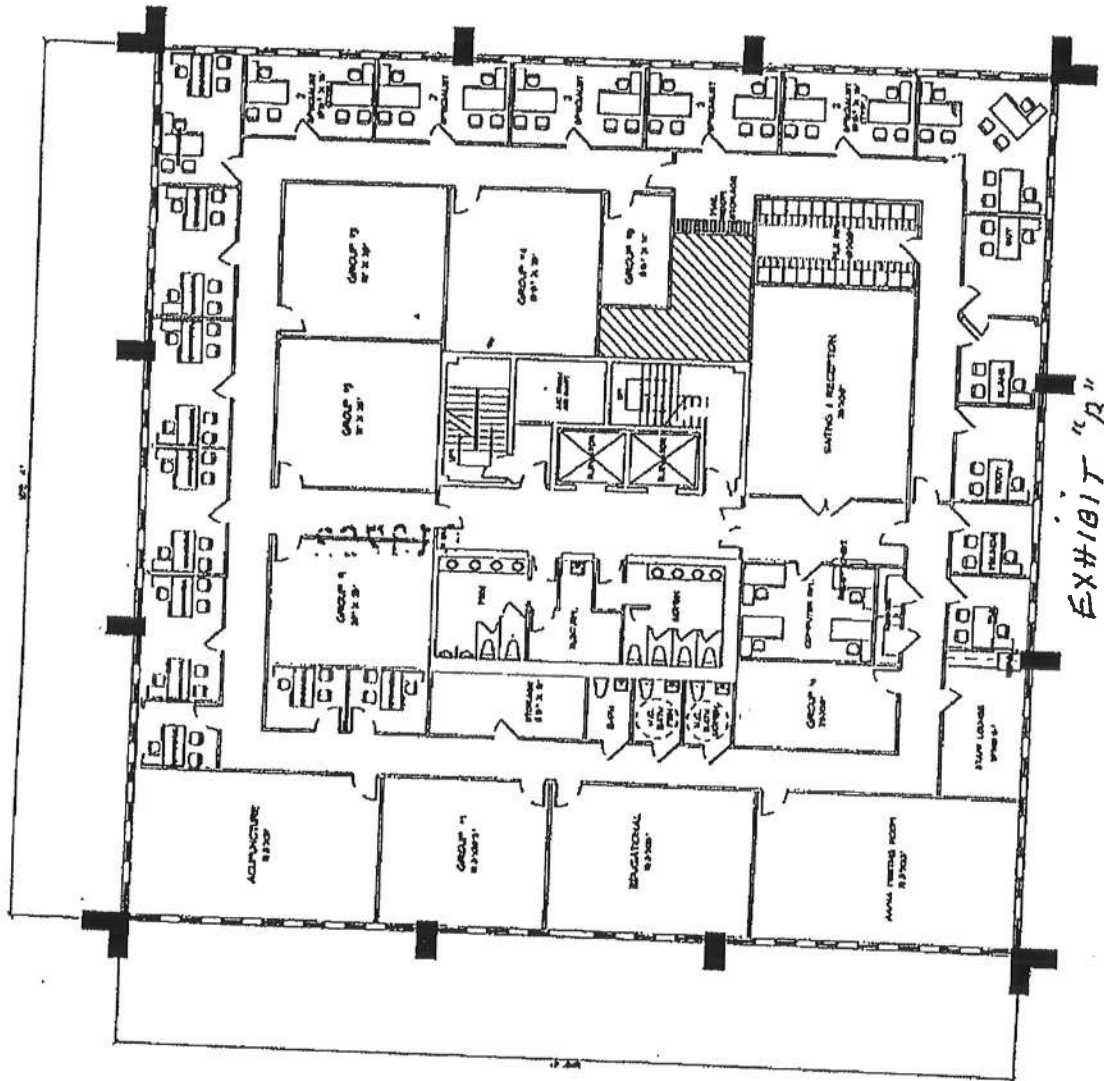
DRUG COURT

RENT SCHEDULE

These are full service lease rates, excluding only phone service.  
Based on a five-year term with one three-year followed by one two-year renewal option.  
Based on 11,353 SF

Year	\$/SF	BASE TERM	
		Annually	Monthly
1	\$12.50	\$141,912.50	\$11,826.04
2	\$12.85	\$145,886.05	\$12,157.17
3	\$13.15	\$149,291.95	\$12,441.00
4	\$13.45	\$152,697.85	\$12,724.82
5	\$13.75	<u>\$156,103.75</u>	\$13,008.65 X 6 =
		\$745,892.10	78051.90
Year	\$/SF	RENEWAL OPTIONS	
		Annually	Monthly
6	\$14.05	\$159,509.65	\$13,292.47
7	\$14.35	\$162,915.55	\$13,576.30
8	\$14.65	<u>\$166,321.45</u>	\$13,860.12
		\$488,746.65	
9	\$14.95	\$169,727.35	\$14,143.95
10	\$15.23	\$172,906.19	\$14,408.85

*scw*



cc/04/99 0225



**FIRST AMENDMENT**  
**TO**  
**BUSINESS LEASE**

*March 1, 1999*

*October* This FIRST AMENDMENT TO BUSINESS LEASE is made this 29 day of September, 1999, by and between LIH REALTY, L.C., a Florida Limited Liability Company (hereinafter called "LANDLORD"), and KENNETH C. JENNE, II, AS SHERIFF OF BROWARD COUNTY, FLORIDA (hereinafter called "SUCCESSOR TENANT").

WHEREAS, on the 13th day of July, 1999, LANDLORD and BROWARD COUNTY as Tenant entered into a certain Business Lease (the "LEASE") for certain premises, to-wit: the second floor, consisting of approximately 11,353 square feet, at the building address known as 4200 N.W. 16th Street, City of Lauderhill, County of Broward, State of Florida; and,

WHEREAS, on the 24th day of August, 1999, and pursuant to the authority granted under paragraph 7 of the LEASE, BROWARD COUNTY assigned to SUCCESSOR TENANT all of its rights and obligations under the LEASE except for the option to purchase, which remains the exclusive right of BROWARD COUNTY (a true copy of the instrument of assignment, entitled "Assignment of Lease," being attached hereto, marked "Exhibit 1"); and

WHEREAS, LANDLORD and SUCCESSOR TENANT desire to amend the Lease in the particulars set forth below;

NOW THEREFORE, the parties hereby agree as follows:

1. Exhibit "A" to the Lease, entitled the "Rent Schedule," is hereby amended to provide that the rent in Year 1 of the Base Term will be in the total amount of \$215,912.50 (rather than \$141,912.50 as presently written), payable as follows: the sum of \$75,000 immediately following the issuance of the Final Certificate of Occupancy, and twelve (12) equal monthly payments of \$11,826.04 each.

2. Exhibit "A" to the Lease is hereby further amended to provide that the rent in Year 5 of the Base Term will be in the total amount of \$82,103.75 (rather than \$156,103.75 as presently written) payable as follows: six (6) equal monthly payments of \$13,683.95 each, commencing with the first month of Year 5 of said Base Term. Accordingly, no rental payments shall be due or owing for the last six (6) months of Year 5.

3. Paragraph 21 of the Lease, entitled "NOTICES", is hereby amended to provide that any notice to the SUCCESSOR TENANT shall be addressed to:

Department of Legal Affairs  
Office of the Sheriff  
2601 West Broward Boulevard  
Fort Lauderdale, FL 33312

Attention: Lynn Futch, Esquire  
General Counsel

4. Paragraph 37 of the Lease is hereby amended to provide that in the event a Final Certificate of Occupancy has not been issued by November 1, 1999, regardless of cause, the date of Lease Commencement shall be delayed for a period not to exceed sixty (60) days. LANDLORD shall compensate TENANT, upon demand, for any additional rent TENANT is required to pay for holding over at the current office premises of the Drug Court Treatment Program. In the event a Final Certificate of Occupancy has not been issued by the end of said sixty (60) day period, SUCCESSOR TENANT shall have the option to terminate the Lease without liability for rent or for any other obligation.

5. A new paragraph 39 is hereby added to the Lease, same to read as follows:

"LANDLORD represents that it has commenced the improvements required to be constructed by the LANDLORD pursuant to the terms of this Lease. LANDLORD covenants and agrees to proceed with all due diligence and good faith to complete the build-out as expeditiously as is reasonably practicable."


6. Except as otherwise set forth above in this First Amendment, the terms and conditions of the Lease as originally written are hereby ratified and confirmed in all their particulars.

IN WITNESS WHEREOF, the parties have executed this First Amendment in Broward County, Florida, on the date set forth above.

Witnesses:

\_\_\_\_\_  
\_\_\_\_\_

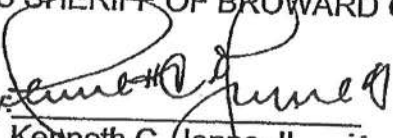
LIH REALTY, L.C.

By:   
President

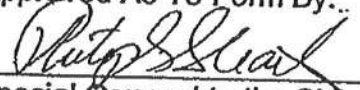
Witnesses:

\_\_\_\_\_  
\_\_\_\_\_

KENNETH C. JENNE, II  
AS SHERIFF OF BROWARD COUNTY

By:   
Kenneth C. Jenne, II

Approved As To Form By:..

  
Special Counsel to the Sheriff

h:\docs\contract\lin

## ASSIGNMENT OF LEASE

This ASSIGNMENT OF LEASE, made by and between: BROWARD COUNTY, a political subdivision of the State of Florida, by its Board of County Commissioners (hereinafter referred to as "ASSIGNOR") and Kenneth C. Jenne, II, Sheriff of Broward County (hereinafter referred to as "ASSIGNEE"), and relating to that certain Business Lease Agreement approved by ASSIGNOR on July 13, 1999 (the "Lease") between ASSIGNOR and LIH Realty, L.C., a Florida limited liability company (hereinafter referred to as LANDLORD) and relating to approximately 11,353 square feet of space on the second floor, at the address of 4200 N. W. 16th Street situate in the City of Lauderhill, County of Broward, State of Florida (the "Premises") more specifically described in the Lease.

WHEREAS, the ASSIGNOR entered into the Lease for the purpose of operation of a court facility and related office uses or for any lawful purpose not inconsistent with the general operations of ASSIGNOR'S government, its various subdivisions, agencies, boards, councils, authorities, and departments, and specifically for the purpose of providing space for the Human Services Department (Alcohol and Drug Abuse Division the "Division") which operated the Broward County Drug Court Program (the "Program"); and

WHEREAS, on July 13, 1999, the Board of County Commissioners of Broward County approved the transfer of the Program to ASSIGNEE and ASSIGNEE has agreed to operate the Program,

NOW THEREFORE:

### WITNESSETH:

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

1. ASSIGNOR hereby assigns to ASSIGNEE all of its rights and obligations under the Lease, excluding the option to purchase which shall remain the exclusive right of the ASSIGNOR.
2. ASSIGNEE hereby accepts the assignment of the Lease, excluding the option to purchase, and assumes all of the obligations of ASSIGNOR under the Lease from the effective date of this Assignment to the end of the term of the Lease; provided however that, in the event that the Program is transferred from ASSIGNEE prior to the expiration of the initial term of the Lease or, if exercised, prior to the expiration of any option term, that the ASSIGNOR shall accept a reassignment of the Lease from ASSIGNEE. In no event shall ASSIGNOR be obligated to accept a reassignment of the Lease if the Lease has been modified without the consent of ASSIGNOR.

Exhibit 1

3. This Assignment shall be effective on the date of its approval by the ASSIGNOR.

IN WITNESS WHEREOF, ASSIGNOR and ASSIGNEE have executed this Lease on the dates hereinafter subscribed.

Signed-and Sealed

*[Signature]*  
Witness

*[Signature]*  
Witness

ATTEST:

*[Signature]*  
County Administrator and  
Ex-Officio Clerk of the  
Board of County Commis-  
sioners of Broward County,  
Florida



ADL:smc  
aifkdct  
8/10/99

ASSIGNEE

Executed by ASSIGNEE on 11 JUL, 1999.

Kenneth C. Jenne, II,  
as Sheriff of Broward County

By: *[Signature]*  
Kenneth C. Jenne, II, Sheriff of Broward County

ASSIGNOR

BROWARD COUNTY, through its  
BOARD OF COUNTY COMMISSIONERS

By: *[Signature]*  
Chair

24<sup>th</sup> day of August, 1999.

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

By: *[Signature]*  
ANITRA D. LANCZI  
Assistant County Attorney



BSO  
2nd  
F100-

**SECOND AMENDMENT**  
**TO**  
**BUSINESS LEASE**

This SECOND AMENDMENT TO BUSINESS LEASE is made this <sup>Novem</sup>~~8th~~ day of October, 2004, by and between DAISOG CORPORATION, a Florida Corporation (hereinafter called "LANDLORD"), and KENNETH C. JENNE, II, AS SHERIFF OF BROWARD COUNTY, FLORIDA (hereinafter called "TENANT").

**WHEREAS**, on the 13th day of July, 1999, LIH Realty, L.C. and BROWARD COUNTY as Tenant entered into a certain Business Lease (the "LEASE") for certain premises, to-wit: the second floor, consisting of approximately 11,353 square feet, at the building address known as 4200 N.W. 16th Street, City of Lauderhill, County of Broward, State of Florida; and,

**WHEREAS**, on the 24th day of August, 1999, and pursuant to the authority granted under paragraph 7 of the LEASE, BROWARD COUNTY assigned to TENANT all of its rights and obligations under the LEASE except for the option to purchase, which remains the exclusive right of BROWARD COUNTY; and

**WHEREAS**, LIH Realty assigned the Lease to DAISOG Corporation pursuant to paragraph 10 of the Lease; and

**WHEREAS**, on or about October 29, 1999, the parties entered into a First Amendment; and

**WHEREAS**, the Lease, First Amendment, and Assignment, make up this Agreement; and

**WHEREAS**, LANDLORD and TENANT desire to amend the Lease in the particulars set forth below;

**NOW THEREFORE**, the parties hereby agree as follows:

1. Paragraph 1 of the Lease is amended to reflect the new term effective November 1, 2004 through October 31, 2009. TENANT shall have the option to extend the lease for an additional term not to exceed six (6) months upon the same terms and conditions.

2. Paragraphs 4 shall be amended to read as follows:

Heating, Air Conditioning and Janitor Services  
LANDLORD agrees to furnish to the TENANT 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 LANDLORD.

LANDLORD 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 75 degrees Fahrenheit.

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.

LANDLORD 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 LANDLORD. (See Exhibit "1" attached hereto.) All janitorial services required above shall be provided during the TENANT's normal working hours, which are normally from 8:00 a.m. to 10:00 p.m., Monday through Friday excluding state holidays.

#### Light Fixtures

LANDLORD agrees to install in the demised premises light fixtures for the use of the TENANT. LANDLORD shall be responsible for replacement of all bulbs, lamps, tubes and starters used in such fixtures for the purpose of furnishing light.

LANDLORD 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.

#### Maintenance and Repairs

LANDLORD covenants to keep the Demised Premises in good structural repair. LANDLORD 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 LANDLORD shall perform daily trash removal and maintain and replace the air conditioning in accordance with industry standards. The LANDLORD 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 LANDLORD fails, within twenty (20) days after written request of TENANT, to make such repairs or changes, or repairs necessitated by fire or other casualty, then (a) the LANDLORD shall be liable for any damages to property or loss thereby sustained by the TENANT, and (b) the TENANT may have such repairs made at the expense of the LANDLORD, and deduct it from future rental payment upon presentation of a certified TENANT invoice

detailing the repairs made and the expense incurred. The LANDLORD's time to cure shall be extended if the repairs are incapable of being completed within the aforesaid time period and the LANDLORD 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 LANDLORD 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 TENANT's use of the Demised Premises, the rental shall abate, as of the date of LANDLORD'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.

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

LANDLORD 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. TENANT 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. TENANT shall notify the LANDLORD in writing of the need for repair.

LANDLORD 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 TENANT, its officers, agents or employees.

LANDLORD 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.

LANDLORD agrees to furnish pest control services for the leased premises during the term of the lease at the expense of the LANDLORD.

#### Utilities

LANDLORD 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 TENANT on the premises.



3. Paragraph 14 is amended to read as follows:

Repairs/Breach of Covenant / Termination

These presents are upon this condition, that, except as provided in this lease, if the TENANT shall neglect or fail to perform or observe any covenant herein contained, which on the TENANT'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 LANDLORD to TENANT, then LANDLORD 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 TENANT 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 LANDLORD for arrears of rent or for any breach of the Lessee's covenants herein contained.

In the event that LANDLORD is in breach of any material term or condition of this Lease, TENANT shall provide LANDLORD with written notice of such breach describing the nature and extent of such breach. TENANT 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 LANDLORD fails to cure such breach within the thirty (30) day period, TENANT 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. LANDLORD 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



4. Exhibit "A" to the Lease, entitled the "Rent Schedule," is hereby amended to provide that the rent in Years 6 to 10 of the Renewal Term will be as follows:

Year	Square Foot	Annually	Monthly
Ypt 6 11-8-05	\$12.73	\$144,509.65	\$12,042.47
7 11-06	\$13.03	\$147,915.55	\$12,326.30
8 11-07	\$13.33	\$151,321.45	\$12,610.12
9 11-08	\$13.63	\$154,727.35	\$12,893.95
10 11-09	\$13.91	\$157,906.19	\$13,158.85

5. Paragraph 21 of the Lease, entitled "NOTICES", is hereby amended to provide that any notice to the TENANT shall be addressed to:

Department of Legal Affairs  
Office of the Sheriff  
2601 West Broward Boulevard  
Fort Lauderdale, FL 33312

Notice to LANDLORD shall be address to:

DAISOG Corporation  
4200 N.W. 16<sup>th</sup> Street  
Lauderhill, FL 33313

6. Except as otherwise set forth above in this Second Amendment, the terms and conditions of the Lease as originally written are hereby ratified and confirmed in all their particulars.

IN WITNESS WHEREOF, the parties have executed this Second Amendment in Broward County, Florida, on the date set forth above.

Witnesses:  
[Signature]  
\_\_\_\_\_

Witnesses:  
[Signature]  
[Signature]

DAISOG CORPORATION

By: [Signature]

President

KENNETH C. JENNE, II  
AS SHERIFF OF BROWARD COUNTY

By: [Signature]

Kenneth C. Jenne, II

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

By: [Signature]

Department of Legal Affairs

Date: 11-4-04

**THIRD AMENDMENT TO BUSINESS LEASE**  
**(BSO Lease 200)**

**THIS THIRD AMENDMENT TO BUSINESS LEASE** ("Amendment") is made and entered into as of this 1st day of November, 2009, by and between **LM IDEAL, LLC**, a Florida limited liability company ("Landlord") and **Al Lamberti**, as Sheriff of Broward County, Florida ("Tenant").

**WHEREAS**, **LIH Realty, L.C.**, a Florida limited liability company, ("LIH"), as landlord, and Broward County, a political subdivision of the State of Florida, by its Board of County Commissioners ("Broward County Commissioners"), as tenant entered into a certain Business Lease Agreement dated July 13, 1999 (the "Original Agreement") regarding a portion of the second floor (consisting of approximately 11,353 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**, Broward County Commissioners assigned to Kenneth C. Jenne II, as Sheriff of Broward County, Florida ("Jenne"), by instrument dated August 24, 1999, all of its rights and obligations under the Original Agreement, except the option to purchase contained therein, which has since expired; and

**WHEREAS**, LIH and Jenne amended the Original Agreement by instrument dated October 29, 1999 (the "First Amendment"); and

**WHEREAS**, LIH assigned all of its rights and obligations under the Original Agreement as modified by the First Amendment to **DAISOG Corporation**, a Florida Corporation ("DAISOG"); and

**WHEREAS**, **DAISOG** and Jenne amended the Original Agreement, as modified by the First Amendment, by instrument dated November 8, 2004 (the "Second Amendment"); and

**WHEREAS**, the Original Agreement, the First Amendment and the Second Amendment are hereinafter collectively referred to as the "Lease"; and

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

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

**WHEREAS**, the parties now wish to amend the Lease further as more particularly 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. **Premises.** As of the date of this Amendment the Premises consist of approximately 11,353 square feet of space. Tenant has requested and Landlord has approved the addition of 3,500 square feet of space to this Lease, as more particularly described on Exhibit "D" attached hereto and made a part hereof (the "Additional Space"). The parties acknowledge that the Additional Space will form a part of the Premises only after funding for the same has been approved by Broward County, Florida, and the parties further agree to execute an instrument confirming such approval. Rent shall begin to accrue on the Additional Space as of the date of such written confirmation of approval and shall be made in accordance with the Rental Breakdown as stated in Exhibit "D-1" attached hereto and made a part hereof.
- b. **Rental Rate.** Rent shall continue to accrue upon the terms and at the rate set forth in the Lease through October 31, 2009. Thereafter, notwithstanding any schedules or statements in the Lease to the contrary, rent shall be due and payable on the 11,353 square feet of space currently comprising the Premises in accordance with the Rental Breakdown attached hereto as Exhibit "A" and made a part hereof.
- c. **Term.** The term of the Lease shall expire at 6:00 P.M. on August 31, 2015 with respect to the 11,353 square feet of space. Tenant expressly agrees that the Lease shall not be extended or renewed past August 31, 2015. The term of the Lease for the Additional Space shall be for two (2) years after the rent begins to accrue on such Additional Space, with four (4) options to renew for a period of one (1) year each in accordance with Exhibit "D-1," but in no event will the term for the Additional Space expire later than 6:00 PM on August 31, 2015. All rights of the Tenant with respect to options to purchase or extensions of the term of the Lease have either expired or been waived by the Tenant. Notwithstanding the foregoing, subject to the consent of the Landlord and approval by the City of Lauderhill, Florida, an assignee of Tenant under the Lease may be permitted to extend the term, provided the use by assignee is permitted under all applicable rules, codes, laws, regulations and ordinances.
- d. **Maintenance and Repair.** Paragraphs 4, 15, and 14 of the Lease are hereby deleted in their entirety and the following substituted therefor:

**14. A. Maintenance and Repair and Lighting.** Landlord covenants to keep the Premises in good structural repair. Landlord 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. Landlord shall perform daily trash removal and maintain and replace the air conditioning in accordance with industry standards. Landlord shall also make all repairs or changes which may be necessary to make the Premises and the use herein contemplated comply with applicable laws, ordinances, orders or regulations of any federal, state, county, or municipal authority now or hereafter in effect unless specifically exempted therefrom. If the Landlord fails, within twenty (20) days after written request of the Tenant to make such repairs or changes, or repairs necessitated by fire or other casualty, then (a) Landlord shall be liable for any damages to property or loss thereby sustained by the Tenant and (b) Tenant may have such repairs made at the expense of the Landlord, and deduct it from future rental payment upon presentation of a certified invoice detailing the repairs made and the expense incurred. Landlord's time to cure shall be extended if the repairs are incapable of being completed within the aforesaid time period and the Landlord 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 Landlord 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 Tenant's use of the Premises, the rental shall abate, as of the date of Landlord's failure to cure, to the extent that the impaired portion of the 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.

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

Landlord shall provide for interior maintenance and repairs in accordance with generally accepted good practices, including repainting, the replacement or worn or damaged floor covering and repairs or replacement of interior equipment as may be necessary due to normal usage.

Tenant shall, during the term of this Lease, keep the interior of the Premises in as good a state of repair as exists 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, 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 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, on or about desks, counters and surfaces within the Premises to minimize the risk of infestation by insects and rodents.

Landlord shall maintain and keep in repair the exterior of the Premises during the term of this Lease and shall be responsible for the replacement of all windows broken or damaged in the Premises except such breakage or damage caused to the exterior of the Premises by the Tenant, its officers, agents or employees.

Landlord shall maintain the interior and exterior of the 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.

Landlord agrees to furnish pest control services for the Premises during the term of the Lease at Landlord's expense.

Landlord 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 Tenant on the Premises.

Landlord agrees to install in the Premises light fixtures for the use of the Tenant. Landlord shall be responsible for replacement of all bulbs, lamps, tubes and starters used in such fixtures for the purpose of furnishing light. Landlord certifies that the lighting levels within the 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.

#### 14. B. Heating, Air Conditioning and Janitor Services.

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 9:00 pm, Monday through Friday excluding state holidays. Landlord shall use reasonable efforts to maintain temperatures after normal working hours not to exceed 80 degrees Fahrenheit 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 Janitor Service Exhibit attached hereto. All janitorial services required above shall be provided during the normal

working hours, which are normally from 7:30am to 9:00 pm, Monday through Friday excluding state holidays.

- e. Termination. 9.2 b of the lease is hereby deleted in its entirety and the following substituted therefor:

reenter the Premises by summary proceedings or otherwise, and remove all persons therefrom, without being liable to prosecution therefore, 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.

- f. The following is added as Paragraph 9.5 of the Lease:

This Agreement may be terminated as follows:

(i) Termination by Mutual Agreement or as provided for in the Lease. If the parties mutually agree in writing, the Lease may be terminated on the terms and dates stipulated therein. The Lease may be terminated as otherwise provided for in Section 9 of the Lease.

(ii) Termination in the Event of Casualty. Notwithstanding anything in Paragraph 13 of the Lease, to the contrary, 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 give Tenant the right to terminate if the damage results from the negligence or intentional misconduct of Tenant, its agents, employees or invitees.

(iii) 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.

- g. Holding Over. – Paragraph 6 of the Lease is deleted in its entirety and the following substituted therefor:

At the expiration of the Term of this Lease, Tenant will peaceably surrender the Premises to Landlord, and shall have no right to hold over in the Premises unless otherwise permitted by Landlord. For any period of time that the Tenant shall hold over in the Premises in violation of this provision, rent will accrue at the rate of 150% of the rent due as of the date the Lease terminated.

- h. Surrender Upon Termination. Paragraph 8 of the Lease shall remain in full force and effect EXCEPT that Tenant will surrender and deliver the Premises at the expiration or earlier termination of the Lease without the need for written notice from Landlord to do so.

- i. Landlord's Rights After Casualty. Notwithstanding anything in Paragraph 13, Paragraph 18 or the Lease generally, and subject to subparagraph f 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.

- j. Insurance. The following is added to the end of Paragraph 18 of the Lease:

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

Notwithstanding anything herein to the contrary, Tenant shall be responsible for and hereby indemnifies Landlord to the extent permitted by law against all damages, costs, and expenses arising from, or in connection with the negligence or intentional misconduct of Tenants, its agents, employees or invitees while acting within the scope of their employment. There shall be no abatement in Rent when the Premises are untenable as a result of any action or inaction by Tenant, its agents, employees or invitees. Tenant will at all times be entitled to the benefits of sovereign immunity as provided in Florida Statutes Section 768.28, and common law. Nothing in this Lease shall be construed as a waiver of sovereign immunity.

- k. Environmental Contamination. The following is added at the end of Paragraph 19 of the Lease:

Notwithstanding anything in this Paragraph to the contrary, Tenant acknowledges that Landlord's representations regarding hazardous substances do not include such substances routinely kept in similar buildings as may be necessary to conduct business or customary for cleaning purposes. Tenant shall comply with all federal and state laws, rules and regulations pertaining in any way to hazardous wastes and toxic substances.

- l. Notices. Paragraph 21 of the Lease, pertaining to Notices, shall be modified such that notices to the Tenant shall be sent to:

Al Lamberti  
Sheriff of Broward County Florida  
2601 West Broward Boulevard  
Fort Lauderdale, Florida 33312

With a copy to: Office of the General Counsel  
Broward Sheriff's Office  
2601 West Broward Boulevard  
Fort Lauderdale, Florida 33312

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 a copy to: LM Ideal LLC  
1645 SE 3<sup>rd</sup> Court, Suite 200  
Deerfield Beach, FL 33441  
Attention: Marc Geiserman

- m. Right to Mortgage and Sell. The second paragraph in Paragraph 24 of the Lease, pertaining to notice to Tenant of sale or mortgage of the property in which the Premises are located, is hereby deleted in its entirety.
- n. Compliance with Laws. The obligations of Landlord to comply with all Laws, as more particularly set forth in Paragraph 32 of the Lease, shall apply equally to Tenant.
- o. Severance. Paragraph 33 of the Lease is deleted in its entirety and the following substituted therefor:

In the event a portion of this Lease is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue in full force and effect, and the parties agree to use their best efforts to amend this Lease by rewriting such invalid provisions in accordance with the intent of the parties at the time of entering into this Lease.

- p. Persons Detained. The following is added as Paragraph 39 of the Lease:

Persons Detained or Arrested. Tenant expressly agrees that the Police Department of the City of Lauderhill shall not be responsible to arrest and/or transport individuals who have been detained at the Building for probation or parole violations. Notwithstanding the foregoing, Tenant acknowledges and

agrees that any individuals who are arrested in the Building by any police, sheriff or other government official, shall be removed promptly from the Building and transported to the appropriate jail facility.

- q. Tenant Cooperation. The following is added as Paragraph 40 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 and repairs required to be made to the Premises pursuant to the terms of the Lease.

- r. Availability of Funds. The following is added as Paragraph 41 of the Lease:

- s. Availability of Funds. The obligations of Tenant under this Lease shall be subject to the availability of funds lawfully appropriated by Broward County annually.

- t. Security. The following is added as Paragraph 42 of the Lease:

- u. 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.

- v. Hurricanes. The following is added as Paragraph 43 of the Lease:

Hurricanes. In the event of a hurricane or other emergency, Landlord shall be obligated to prepare the exterior of the 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.

4. **General Provisions.** Except as specifically modified hereby, the Lease is hereby ratified and remains 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 provisions in the Lease.

**[REMAINDER OF PAGE INTENTIONALL LEFT BLANK]**

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

Witnesses:

Patricia Sathre  
Print name: PATRICIA SATHRE

C G Baker  
Print name: C.G. BAKER

Anthony Bennett  
Print name: ANTHONY BENNETT

Tamara Clifford  
Print name: Tamara Clifford

**LANDLORD:**

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

By: [Signature]  
Print name: Mark Bedone  
Title: Officer

**TENANT:**

Al Lamberti, Sheriff of Broward County, Florida

By: [Signature]  
Print name: James Wimberly  
Title: Colonel, DODCC

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

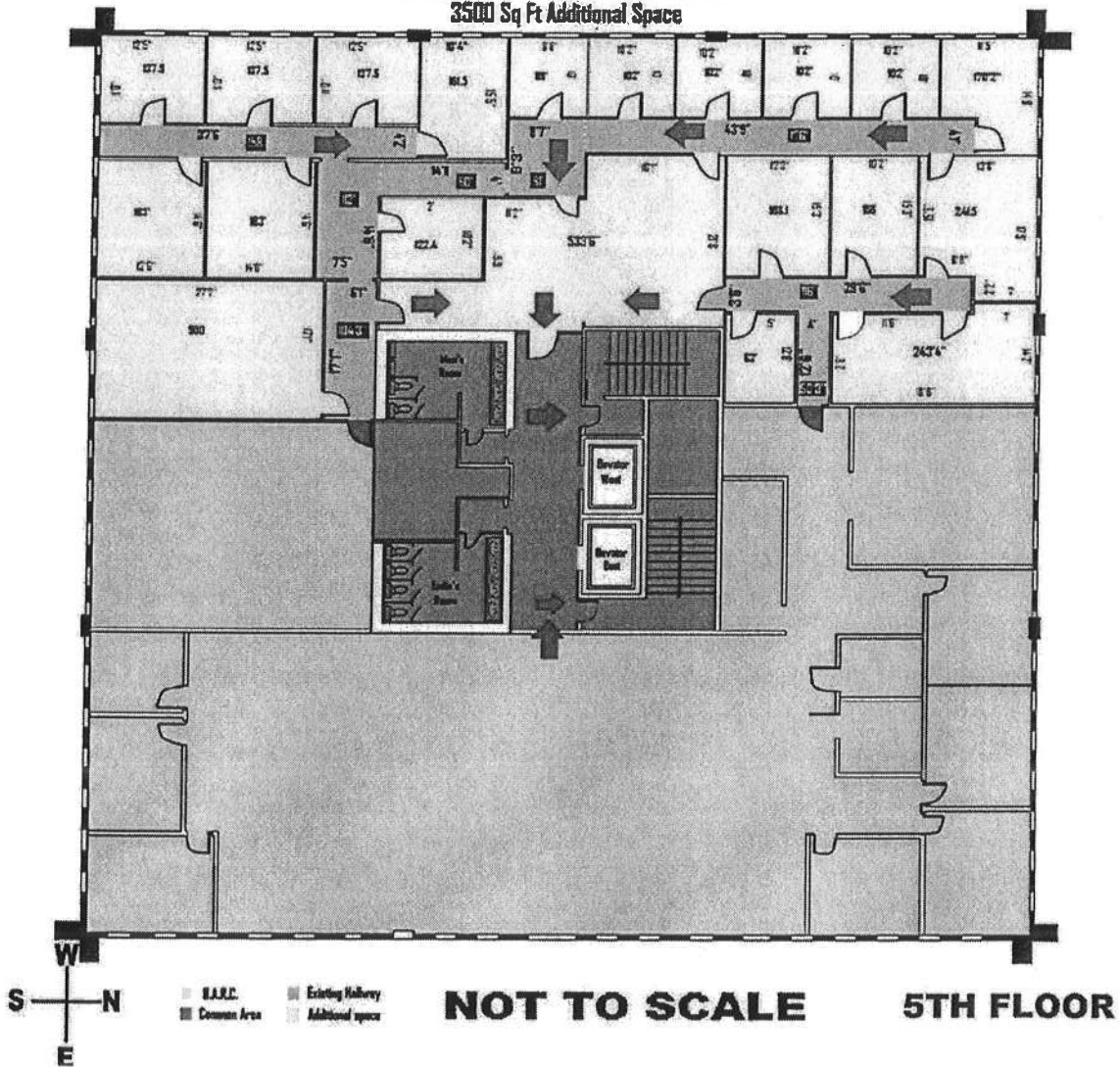
By: [Signature] [Signature]  
Broward Sheriff's Office

Date: 1/11/10



**EXHIBIT "D"**  
Additional Space (3,500 square feet)

**Exhibit "D"**  
**Lease #200 B.S.O.**  
3500 Sq Ft Additional Space





BSO LEASE NO. 200A  
 RENTAL BREAKDOWN  
 NOVEMBER 1, 2009 - AUGUST 31, 2015  
 3,500  
 SQUARE FEET

EXHIBIT "D1"

8011A

<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>
1-Nov-09	19.00	\$	66,500.00	\$	5,541.67
1-Nov-10	19.57	\$	68,495.00	\$	5,707.92
1-Nov-11	20.16	\$	70,560.00	\$	5,880.00
1-Nov-12	20.76	\$	72,660.00	\$	6,055.00
1-Nov-13	21.38	\$	74,830.00	\$	6,235.83
1-Nov-14	22.02	\$	77,070.00	\$	6,422.50
<u>TOTAL ANNUAL RENT</u>		\$	430,115.00		

BSO LEASE NO. 200  
 RENTAL BREAKDOWN  
 NOVEMBER 1, 2009 - AUGUST 31, 2015  
 11,353 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>
1-Nov-09	19.00	\$	215,707.00	\$	17,975.58
1-Nov-10	19.57	\$	222,178.21	\$	18,514.85
1-Nov-11	20.16	\$	228,876.48	\$	19,073.04
1-Nov-12	20.76	\$	235,688.28	\$	19,640.69
1-Nov-13	21.38	\$	242,727.14	\$	20,227.26
1-Nov-14	22.02	\$	249,993.06	\$	20,832.76
<u>TOTAL ANNUAL RENT</u>		\$	1,395,170.17		

### Janitor Services Exhibit

The Landlord agrees to furnish janitorial and cleaning services as part of this Lease. 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.