

LEASE AGREEMENT

BETWEEN

BROWARD COUNTY

AND

THE UNITED STATES OF AMERICA

LEASE AGREEMENT

This Lease made and entered into by and between:

BROWARD COUNTY,
a political subdivision of the state of Florida,
acting by and through its Board of County Commissioners
(hereinafter called the "LESSOR"),

and

THE UNITED STATES OF AMERICA
(hereinafter called the "LESSEE"),

WITNESSETH:

WHEREAS, LESSOR owns and has jurisdiction over the development, operation and maintenance of Port Everglades in the County of Broward, and

WHEREAS, LESSOR and LESSEE desire to enter into this Lease with respect to the Premises hereinafter described,

NOW, THEREFORE, in consideration of the mutual premises and covenants contained herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. PREMISES

A. DEFINED

LESSOR hereby leases to LESSEE and LESSEE hereby leases from LESSOR on the terms and conditions hereinafter set forth 2,032 square feet of office space in Suite #101 of Port Everglades Administration Building (the "Premises") located at 1850 Eller Drive, Port Everglades, Broward County, Florida.

B. CONDITION OF PREMISES

LESSOR makes no representations or warranties whatsoever as to: (i) the condition of the Premises, or (ii) whether the Premises are in compliance with applicable federal, state, and local laws, ordinances, rules, or regulations. The Premises are hereby demised in "**AS IS CONDITION**" and "**WITH ALL FAULTS.**" LESSEE represents, acknowledges and agrees that it has had sufficient opportunity to inspect the Premises and hereby accepts the Premises in "**AS IS CONDITION**" and "**WITH ALL FAULTS.**" LESSEE hereby releases LESSOR of any and all claims and liabilities on account of the condition of the Premises or any failure of any of the component parts to be in working order.

C. MODIFICATION TO PREMISES

In the event LESSEE desires to operate at additional locations, or in additional or reduced space than that defined in Article 1.A., then such space, the effective date, and the applicable square footage(s) shall be defined through an amendment and the rentals payable hereunder shall be adjusted as necessary according to the square footage of the resulting space. Amendment pursuant to this Article shall be approved and executed by the Director of Broward County's Port Everglades Department.

2. TERM

The term of this Lease shall be for a period of three (3) years, beginning on the 1st day of May, 2013 ("Commencement Date"), and ending on the 30th day of April, 2016 ("Lease Term"), unless sooner terminated as provided herein.

Either party shall have the right to terminate this Lease for convenience upon giving sixty (60) calendar days written notice to the other party of its intention to do so, and all

rights and obligations arising under this Lease shall terminate on the last day of the month which is more than sixty (60) calendar days from the date of the written notice, unless a later date is specified therein.

3. RENTALS, FEES AND CHARGES

Annual Rental. The annual rental shall be paid by the LESSEE in twelve (12) equal monthly installments, and without demand, set off or deduction. The first monthly installment of rent shall be paid on that date ("First Payment Date"), which is the first day of the month following the month in which the Commencement Date occurs, or on the Commencement Date if it occurs on the first day of a month. Thereafter monthly installments of rental shall be payable on or before the 15th day of each and every month. If the Commencement Date does not occur on the first day of a month, then on the First Payment Date a partial payment of rent shall be due, which shall be an amount equal to the first monthly rental payment, prorated based on the number of calendar days occurring between the Commencement Date and the First Payment Date.

(1) The annual rental payable during the first Lease Year of the Lease Term shall be Sixty-six Thousand Seven Hundred Eighty-one Dollars and Thirty-nine Cents (\$66,781.39). The monthly installment payments of rent during the first Lease Year shall be Five Thousand Five Hundred Sixty-five Dollars and Twelve Cents (\$5,565.12) each.

(2) LESSOR and LESSEE agree that following the Commencement Date, the annual rental amount established in subparagraph (1) hereinabove, shall be adjusted on the first day of each subsequent Lease Year (each such date being

referred to as an (Adjustment Date) as set forth below, and such adjusted annual rental shall be the new annual rental for each subsequent Lease Year, and shall be payable in twelve equal monthly installments.

(3) On each "Adjustment Date" the current annual rental amount shall be increased by three percent (3%).

4. PLACE OF PAYMENTS

All payments required to be made by LESSEE under this Lease shall be made payable to: BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS, and shall be delivered to: Broward County's Port Everglades, Attn: Finance Division, 1850 Eller Drive, Fort Lauderdale, FL 33316, or to such other office or address as may be substituted therefor. LESSEE may also elect to make payments via electronic fund transfers pursuant to directions given by the Port Everglades Finance Director.

5. TAXES

A. LESSEE is the United States Government and not subject to payment of taxes.

6. USE; COMPLIANCE WITH LAWS

A. USE

The Premises shall be used solely for office purposes as hereinafter defined and for no other use or purpose, without the prior written consent of the Broward County's Port Everglades Department and its duly authorized representatives (the "Port Department"), which consent shall not be unreasonably withheld. "Office purposes" is defined as a use compatible with the character and reputation of the Port Everglades Administration

Building, and with the uses, businesses, activities and operations conducted by other tenants therein.

LESSEE shall conduct its operations in an orderly and commercially reasonable manner, considering the nature of such operations so as not to unreasonably annoy, disturb (whether via vibrations, noise or otherwise), endanger or be offensive to others at Port Everglades. LESSEE shall commit no waste or injury on or about the Premises and shall not do or permit to be done anything which may result in the creation or commission or maintenance of such waste or injury on the Premises. LESSEE shall use and maintain the Premises in such manner so as to avoid the creation of any nuisance from obnoxious odors, smoke, noxious gases, vapors, dust, noise or otherwise, and LESSEE shall not keep or store any explosives or flammable liquids at the Premises.

Should LESSEE fail to comply with the prohibitions or nuisance restrictions provided hereinabove, then LESSOR shall provide LESSEE with written notice of such non-compliance, and the opportunity to abate, correct and cure same within a reasonable time period, not exceeding thirty (30) calendar days of the date notice is sent. If the non-compliant matter is not cured within this time period, then LESSOR shall have the right to terminate this Agreement. LESSOR shall have the right to seek such remedies in a court of law as are available to address the non-compliant matter(s).

B. COMPLIANCE WITH LAWS

LESSEE, in the use, occupation or alteration of the Premises, shall, at its expense, comply with all laws, ordinances, rules, regulations and directives of the federal, state, county and municipal governmental units or agencies having jurisdiction over the Premises

and the business being conducted thereon, including LESSOR's published Tariff No. 12, amendments thereto and reissues thereof and the General Conditions provided in Exhibit "A," attached hereto. Within fifteen (15) calendar days after receipt by either party of a notice of non-compliance, or of a regulatory investigation or enforcement action relating to such non-compliance, the receiving party shall advise the other party in writing and provide copies of same. If it is determined that repairs or alterations are necessary to bring the Premises and/or the Port Everglades Administration Building into compliance, LESSOR shall have the right to terminate this Lease.

C. USE, OCCUPATION AND ALTERATION COMPLIANCE VIOLATIONS

Should LESSEE fail to comply with the provisions of Subsection B, hereinabove, then LESSOR shall provide LESSEE with written notice of such violation, and LESSEE shall correct and cure same within a reasonable time period not exceeding thirty (30) calendar days of the date notice is sent. If the use, occupation or alteration violation is not cured within this time period, then LESSOR shall have the right to terminate this Lease.

7. LESSEE'S OBLIGATIONS

LESSEE shall be obligated: (i) to observe and obey, and to require its employees, guests, invitees and those doing business with it, to observe and obey such reasonable rules and regulations of Broward County (including amendments and supplements thereto) governing the conduct and operations of LESSEE and others on the Premises as may from time to time be promulgated, (ii) to pay all license and permit fees and charges for the conduct of any business on the Premises before such amounts become delinquent, and

(iii) to maintain the Premises in a clean, orderly and safe condition so as to avoid injury to persons and property.

8. SIGNAGE

LESSOR shall post LESSEE's name in the lobby directory, if any exists. LESSEE will not place, suffer to be placed, or maintain on any exterior door, wall, or window of the Premises or the Port Everglades Administration Building any sign, awning, canopy, or advertising matter without prior written consent of the Port Department.

Upon the expiration or termination of this Lease, LESSEE shall remove, obliterate or paint out, as the Port Department may direct, any and all signs on the Premises and, in connection therewith, shall restore the portion of the Premises affected by such signs to the same condition as the same existed prior to the placing thereon of such signs. In the event of a failure on the part of LESSEE so to remove, obliterate or paint out each and every sign and to so restore the Premises, the Port Department may perform the necessary work and LESSEE shall reimburse LESSOR within fifteen (15) calendar days after written demand therefor is sent.

9. PARKING

LESSEE's use of parking space(s) in Port Everglades shall be subject to and in accordance with LESSOR's traffic and parking regulations set forth in Section 23-29, et seq., Broward County Code and Port Tariff No. 12, amendments thereto or reissues thereof.

10. UTILITIES

A. GENERALLY

LESSOR shall provide only such utilities and other services as are presently provided to the Premises. LESSOR shall not be obligated to perform or furnish any other services in connection with the Premises, or any services at any time while LESSEE is in default hereunder after the period to cure such default has expired. No failure, delay or interruption in supplying electric services or utilities shall be construed as an eviction of LESSEE, or grounds for any abatement of rental or claim by LESSEE for damages.

B. ELECTRICITY

LESSEE's utilization of electricity on the Premises is included in the monthly rental amount paid to LESSOR.

C. WATER

LESSEE's utilization of water on the Premises is included in the monthly rental amount paid to LESSOR.

11. JANITORIAL SERVICE

LESSEE shall provide janitorial and interior pest control services at its own expense during the Lease Term hereof. Upon LESSOR's request, LESSEE shall provide LESSOR with documentation evidencing the existence of janitorial and pest control services for the Premises.

12. SECURITY

LESSEE and LESSOR acknowledge that security measures at Port Everglades will be increased and that such efforts will likely impact LESSEE. In this regard, LESSEE

agrees to cooperate with LESSOR's efforts to increase security and agrees to comply with all federal, state and local security rules and regulations (whether imposed by the [REDACTED], the [REDACTED], [REDACTED], [REDACTED], state of Florida, or LESSOR). Furthermore, LESSEE, at its sole cost, shall be responsible for complying with all federal, state and local security-related measures that impact the Premises, LESSEE and/or its employees, representatives and guests, including, but not limited to, all requirements for the Federal Transportation Worker Identification Credential ("TWIC").

13. RIGHT TO ENTER PREMISES

A. TO INSPECT

LESSOR, by its officers, employees, agents, representatives and contractors shall have the right at all reasonable times to enter upon the Premises for the purpose of inspecting the same, for observing the performance by LESSEE of its obligations under this Lease and for the doing of any act or thing which LESSOR may be obligated or have the right to do under this Lease or otherwise.

B. TO REPAIR

Without limiting the generality of the foregoing, LESSOR, through its employees, agents, representatives, contractors and furnishers of utilities and other services, shall have the right, at its own expense, to enter upon the Premises at all reasonable times to: (i) make any installations, repairs, replacements or alterations relating to existing and future utility, mechanical, electrical or other systems in, on or under the Premises as may be deemed necessary or advisable by LESSOR, and (ii) use the Premises for access to other

parts of Port Everglades otherwise not conveniently accessible; provided, however, that in the exercise of such rights of access, repair, alteration or new construction, LESSOR shall not unreasonably interfere with the actual use and occupancy of the Premises by LESSEE.

C. REMOVAL OF OBSTRUCTIONS

In the event that any of LESSEE's personal property shall obstruct the access of LESSOR, its officers, employees, agents or contractors to any of the existing or future utility, mechanical, electrical and other systems and thus shall interfere with the inspection, maintenance or repair of any such system, LESSEE shall move such property, as directed by LESSOR, in order that access may be had to the system or part thereof for its inspection, maintenance or repair, and if LESSEE shall fail to so remove such property after direction from LESSOR, then LESSOR may move it and LESSEE hereby agrees to pay the cost of such moving within fifteen (15) calendar days of written demand therefor.

D. TO EXHIBIT

At any time and from time to time during the ordinary business hours of LESSEE within the six (6) months preceding the expiration of this Lease, LESSOR, by its agents and employees, whether or not accompanied by prospective occupiers or users of the Premises, shall have the right to enter thereon for the purpose of exhibiting and viewing all parts of the same and during such six-month period LESSOR may place and maintain on the Premises "To Let" signs.

E. ACCESS TO VACATED PREMISES

If, during the last month of the Lease Term, LESSEE shall have removed substantially all of its property from the Premises, then LESSOR may immediately enter

and alter, renovate, and redecorate the Premises.

F. NO EVICTION CONSTRUED

The exercise of any or all of the foregoing rights by LESSOR or others shall not be or be construed to be an eviction of LESSEE nor be made the grounds for any abatement of rental nor any claim or demand for damages, consequential or otherwise.

14. INDEMNITY

To the extent permitted by law, the LESSEE agrees to indemnify and hold harmless the LESSOR, its officers, agents and employees from all causes of action, suits or claims arising under this Agreement.

LESSOR is a state agency or political subdivision as defined in Chapter 768.28, Florida Statutes, and agrees to be fully responsible for acts and omissions of its agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the state of Florida to be sued by third parties in any matter arising out of this Agreement or any other contract. These provisions shall survive the term of this Agreement.

15. INSURANCE

A. LESSOR shall be responsible for all insurance coverage and taxes, which pertain to this leased facility. At all times during the term of this lease, and of any renewal or extension thereof, LESSOR shall provide and keep in force insurance coverage on the leased premises at its own cost and expense. Proof of insurance coverage will be

provided prior to execution of the lease and each subsequent renewal upon request by the LESSEE.

B. LESSEE is self-insured and is responsible for any negligent actions of its employees to the extent permitted under the provisions of the Federal Tort Claims Act, U.S.C. 2671 et seq.

16. ENVIRONMENTAL IMPAIRMENT; CONTAINMENT AND REMOVAL

A. LESSEE acknowledges and agrees that LESSOR makes no representations or warranties whatsoever as to whether Pollutants (as hereinafter defined) exist on or in the Premises or the improvements in violation of any federal, state or local law, rule or regulation or in violation of any order or directive of any federal, state or local court or entity with jurisdiction of such matter. "Pollutants" refer to and include all derivatives or by-products of any one or more of the following terms as defined by applicable local, state or federal laws or regulations: hazardous substances, hazardous materials, hazardous waste, toxic substances, toxic pollutants; or such other pollutants, contaminants, substances, materials and wastes as are or become regulated under applicable local, state or federal laws or regulations. LESSEE acknowledges, represents and warrants to LESSOR that it has made sufficient inspection of the Premises and the improvements to satisfy itself as to the presence or absence of any such Pollutants.

B. The discharge of any Pollutants on the Premises or in Port Everglades in violation of any federal, state or local law, rule or regulation or in violation of an order or directive of any federal, state, or local court or entity is prohibited. Any such discharge by LESSEE, its sublessees, or any of their officers, employees, contractors, subcontractors,

invitees, or agents, whether committed prior to or subsequent to the date of execution of this Lease, shall be, at LESSEE's expense, and upon demand of LESSOR, immediately contained, removed and abated to the satisfaction of LESSOR and any court or regulatory entity having jurisdiction of the discharge. If LESSEE does not take action immediately to have such Pollutants contained, removed and abated, LESSOR may undertake the removal of the discharge, however, any such action by LESSOR shall not relieve LESSEE of its obligations under this or any other provision of this Lease or as imposed by law. No action taken by either LESSEE or LESSOR to contain or remove Pollutants, or to abate a discharge, whether such action is taken voluntarily or not, shall be construed as an admission of liability as to the source of or the person who caused the pollution or its discharge.

C. If LESSOR arranges for the removal of any Pollutants in Port Everglades that were caused by LESSEE, its sublessees, or any of their officers, employees, contractors, subcontractors, invitees, or agents, the costs of such removal incurred by LESSOR shall be paid by LESSEE to LESSOR immediately upon LESSOR's written demand, with interest as is provided for under LESSOR's rules, regulations and ordinances, including its published Tariff No. 12, amendments thereto and reissues thereof.

D. The provisions of this Article shall survive the expiration or termination of this Lease.

17. DAMAGE BY CASUALTY

A. GENERALLY

In the event that structural or permanent portions of the Premises shall be partially

damaged by fire or other casualty, LESSEE shall give immediate notice thereof to LESSOR and the same shall be repaired to the extent of insurance proceeds, unless LESSOR determines that the damage is so extensive that the repair or rebuilding is not feasible. From the date of such casualty until Premises are so repaired, the monthly installments of the rent hereunder shall abate in such proportion as the part of the Premises thus destroyed bears to the Premises as a whole, provided, however, that if any area shall be so slightly injured in any such casualty as not to be rendered unfit for occupancy, such rent payments shall not cease or be abated during any repair period. In the event that the damage to the Premises should be so extensive as to render the Premises untenable, the rent payments for the Premises shall be abated until such time as the Premises shall again be put in repair, but in the event of the Premises being damaged to such an extent as to render it necessary in the exclusive judgment of LESSOR not to rebuild same, then, at the option of LESSOR and upon notice to LESSEE, this Lease shall cease and come to an end.

B. OBLIGATION TO REPAIR

LESSOR'S obligations to rebuild or repair under this Article shall in any event be limited to restoring only the structural or permanent portions of the Premises to substantially the condition that existed prior to the casualty and shall further be limited to the extent of the insurance proceeds available to LESSOR for such restoration. LESSEE agrees that if LESSOR elects to repair or rebuild as provided in this Article, then LESSEE will proceed with reasonable diligence and at its sole expense to rebuild, repair and restore its signs, fixtures, furnishings, equipment, improvements and other items provided or

installed by LESSEE, in or about the Premises in a manner and to a condition at least equal to that which existed prior to its damage or destruction.

18. CONDEMNATION

If any substantial part of the Premises or any portion of the Port Everglades Administration Building which would leave the remainder of the Port Everglades Administration Building unsuitable for use as an office building comparable to its use on the date this Lease is executed shall be taken or condemned for any public or quasi-public use under governmental law, ordinance or regulation, or by right of eminent domain, or by private purchase in lieu thereof, then LESSOR may, at its option, terminate this Lease effective as of the date of physical taking of the Premises or said portion of the Port Everglades Administration Building shall occur. In the event this Lease is not terminated, rent for any portion of the Premises so taken or condemned shall be abated during the unexpired term of this Lease, effective upon the occurrence of the physical taking of said portion of the Premises. All compensation awarded for any such taking or condemnation, or sale proceeds in lieu thereof, shall be the property of LESSOR, and LESSEE shall have no claim thereto, the same being hereby expressly waived by LESSEE, except for any portions of such award or proceeds which are specifically allocated by the condemning or purchasing party for the taking of or damage to LESSEE's trade fixtures which LESSEE specifically reserves to itself.

19. NOTICES

Any notices required by this Lease or by law shall be given in writing and shall be sent by registered or certified mail by depositing the same in the United States Mail in the

continental United States, postage prepaid, or by hand delivery or by overnight courier. Any such notice mailed as provided hereunder, shall be deemed effective and served as of the date of the mailing. Any notice given by hand delivery or overnight courier shall be deemed effective and served as of the date of delivery. Either party shall have the right, by giving written notice to the other, to change the address as which its notice(s) are to be mailed or delivered. Until any such change is made, notice(s) shall be mailed or delivered to:

LESSOR: Broward County's Port Everglades Department
ATTN: Director of Business Administration
1850 Eller Drive
Fort Lauderdale, Florida 33316

With a copy to:

Broward County Administrator
Governmental Center
115 S. Andrews Avenue
Fort Lauderdale, Florida 33301

LESSEE: General Services Administration, Public Buildings Service
771 West Oakland Park Boulevard, Suite 119
Sunrise, Florida 33351-6749
Attn: James F. Thompson (4PR1AA) Lease Contracting officer
Lease No. GS-04B-62569

20. TENANCY AFTER LEASE TERM EXPIRES

It is agreed and understood that any holding over of LESSEE after the expiration of this Lease shall not renew and extend same, but shall operate and be construed as a tenancy from month to month and LESSEE agrees to pay to LESSOR the annual rent and all other charges required to be paid hereunder during any such period. LESSOR at its option may impose a higher rent during any holdover period, as permitted by Florida law.

LESSEE shall be liable to LESSOR for all loss or damage on account of any such holding over against LESSOR's will after the expiration of this Lease, whether such loss or damage may be contemplated at the execution of this Lease or not. It is expressly agreed that acceptance of the foregoing payments by LESSOR in the event that LESSEE fails or refuses to surrender possession shall not operate or give LESSEE any right to remain in possession nor shall it constitute a waiver by LESSOR of its right to immediate possession.

21. NON-LIABILITY OF INDIVIDUALS

No commissioner, director, officer, agent or employee of LESSOR or LESSEE shall be charged personally or held contractually liable by or to each other under any term or provisions of this Lease or of any supplement, modification or amendment to this Lease or because of any breach thereof, or because of its or their execution or attempted execution.

22. COOPERATION WITH LESSOR

LESSEE acknowledges that LESSOR will be seeking regulatory approvals (collectively, "Regulatory Approvals") consistent with its Airport Master Plan and subsequent updates (collectively, "Master Plan") and [REDACTED] Record of Decision and subsequent updates (collectively, "ROD"), and Part 150 Study, and subsequent updates (collectively, "Part 150 Study"), and the implementation thereof, which may include the following: (1) amendment of development agreements and orders, (2) agreements with the state of Florida and other agencies, (3) land use and zoning amendments, (4) preparation of environmental assessments and environmental impact statements, (5) such permitting as may be required by federal, state, county or local regulations, and (6) any other Regulatory Approvals as may be required by any governmental authority having jurisdiction

over the issuance of permits for the approval and implementation of the Master Plan, the ROD, and the Part 150 Study.

LESSEE agrees to cooperate with LESSOR in connection with LESSOR's efforts to obtain the Regulatory Approvals. From and after the date of execution of this Agreement, LESSEE covenants and agrees (i) to support the LESSOR's efforts to obtain the Regulatory Approvals; and (ii) to execute any documents(s) or instrument(s) reasonably requested by LESSOR in order to assist LESSOR in obtaining the Regulatory Approvals, provided that LESSEE shall not be required to bear any expense in connection therewith and LESSEE shall not be deemed an agent of the LESSOR.

23. FLORIDA CLEAN INDOOR AIR ACT

Pursuant to Chapter 386, Florida Statutes, and Chapter 18.38, Broward County Administrative Code, LESSEE acknowledges that Leased Premises is designated as a "No Smoking" facility. Furthermore, LESSEE agrees to prohibit smoking by employees, visitors, agents, and invitees except in posted designated areas as defined by law.

24. MISCELLANEOUS

A. TIME OF ESSENCE

It is understood and agreed between the parties hereto, that time is of the essence with respect to this Lease and shall apply to all terms and conditions contained herein.

B. RELATIONSHIP OF PARTIES

The relationship of LESSOR and LESSEE hereunder is that of LESSOR and LESSEE only. Services provided by LESSEE pursuant to this Lease shall be subject to the supervision of LESSEE. In providing such services, neither LESSEE nor its agents shall

act as officers, employees, or agents of the LESSOR. This Lease shall not constitute or make the parties a partnership or joint venture.

C. LESSEE'S WAIVER OF CLAIMS

LESSEE hereby waives any claim against LESSOR, and its officers, or employees for loss of anticipated profits caused by any suit or proceedings directly or indirectly attacking the validity of this Lease or any part thereof, or by any judgment or award in any suit or proceeding declaring this Lease null, void or voidable, or delaying the same or any part thereof, from being carried out.

D. AMENDMENTS

No modifications, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same formality and of equal dignity as this Lease and executed by the LESSOR and LESSEE.

E. EXECUTION AUTHORITY

The individuals executing this Lease on behalf of LESSEE personally warrant that they have full authority to execute this Lease on behalf of LESSEE for whom they are acting herein.

F. CAPTIONS, HEADINGS, AND TERMS

The Article, section and paragraph headings in this Lease are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of any provision hereof. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Lease as a whole and not to any particular sentence, paragraph, section or Article where they appear, unless the context otherwise requires. Whenever

reference is made to an Article of this Lease, such reference is to the Article as a whole, including all of the sections, subsections and subparagraphs of such Article, unless the reference is made to a particular subsection or subparagraph of such Article. Captions and Article headings used in this Lease are for the convenience of reference of the parties and shall not be deemed to define, limit or in any way affect the meaning of any provisions of this Lease.

G. GENDER

All personal pronouns used in this Lease shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires.

H. INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. All attached exhibits are incorporated into and made a part of this Lease.

I. SEVERABILITY

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

J. 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 Lease by reference and a term, statement, requirement, or

provision of this Lease, the term, statement, requirement, or provision contained in Exhibit "A" (attached hereto) of this Lease shall prevail and be given effect.

K. SUCCESSORS AND ASSIGNS BOUND

This Lease shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto where permitted by this Lease.

L. CUMULATIVE RIGHTS

All rights and remedies of LESSOR hereunder or at law or in equity are cumulative and shall be in addition to any other rights and remedies available. The exercise of any right or remedy shall not be taken to exclude or waive the right to the exercise of any other. Failure by LESSOR to promptly exercise any of its rights shall not operate to forfeit or be treated as a waiver of any such rights.

M. SPECIFIC PERFORMANCE

LESSEE agrees that in addition to all other remedies, its obligations contained herein shall be subject to the remedy of specific performance by appropriate action commenced in a court of proper jurisdiction.

N. JOINT PREPARATION

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

O. UNCONTROLLABLE FORCES

Neither LESSOR nor LESSEE shall be considered to be in default of this Lease if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Lease and which is beyond the reasonable control of the non-performing party. It includes, but is not limited to, fire, earthquakes, hurricanes, tornadoes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions. Any delay caused by an Uncontrollable Force shall not be recognized unless LESSEE shall notify LESSOR in writing within ten (10) calendar days after the Uncontrollable Force event. Neither economic impracticability nor inability of LESSEE to perform in whole or in part for economic reasons shall constitute an Uncontrollable Forces event.

P. 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 Lease 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 set forth in writing in accordance with Article 24 D. above.

Q. THIRD PARTY BENEFICIARIES

Neither LESSOR nor LESSEE intends to directly or indirectly benefit a third party by this Lease. Therefore, LESSOR and LESSEE agree that this Lease does not and is not intended to confer any rights or remedies upon any person or entity other than LESSOR and LESSEE.

R. RADON

Pursuant to Florida Statutes, LESSOR hereby advises LESSEE of the following: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of Radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding Radon and Radon testing may be obtained from the Broward County Health Department.

S. ANIMALS OR PETS

LESSEE shall not allow any animal(s) or pet(s) of any kind to be kept or harbored in or about the Premises without the prior written permission of LESSOR.

T. MULTIPLE ORIGINALS

This Lease may be fully executed in four (4) copies by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

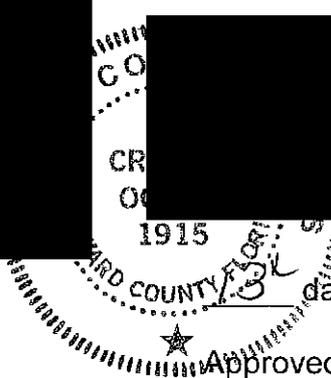
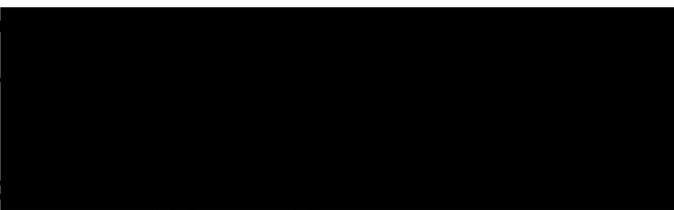
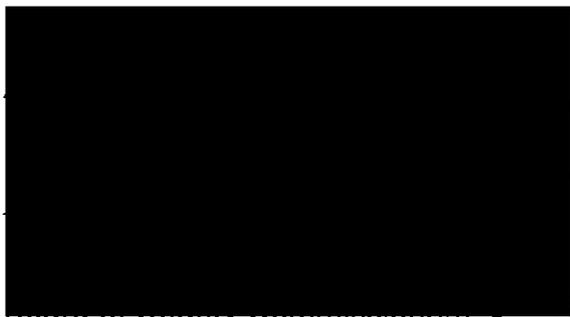
U. REPRESENTATIONS AND CERTIFICATIONS

LESSEE shall maintain and adhere to all representations and certifications as provided in Exhibit "B," attached hereto and made a part of this lease.

[THIS SPACE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have made and executed this Lease on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice Mayor, authorized to execute same by Board action on the 13th day of August, 2013, and THE UNITED STATES OF AMERICA, signing by and through its Contracting Office, duly authorized to execute same.

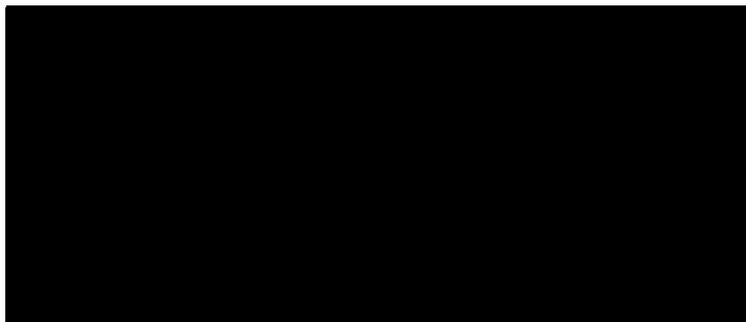
LESSOR:



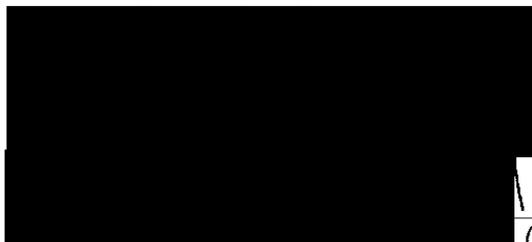
day of August, 2013

Insurance requirements approved by Broward County Risk Management Division

Approved as to form by
Joni Armstrong Coffey
Broward County Attorney
Port Everglades Department
1850 Eller Drive, Suite 502
Fort Lauderdale, Florida 33316
Telephone: (954) 523-3404
Telecopier: (954) 468-3690



Risk Insurance and
Contracts Manager



Deputy County Attorney

11/13
(Date)
ey
13
(Date)

LEASE AGREEMENT BETWEEN BROWARD COUNTY AND
THE UNITED STATES OF AMERICA

LESSEE:



(Signature)

JAMES L. QUERBIMAN



(Print Name and Title)

5 day of September, 2013

Sherry Bellini

(Print Name)

ATTEST:

(Corporate Secretary)

(CORPORATE SEAL)