

6B-9

Agenda Item #:

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: May 5, 2020 [] Consent [X] Regular
[] Ordinance [] Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Agreement with Oxbridge Academy Foundation, Inc. (Foundation) for the lease of 31,500 square feet of office space located at 4601 Community Drive, West Palm Beach for approximately five and one half (5 1/2) years commencing upon execution of the Lease and extending for five (5) years following the rent commencement date.

Summary: In late 2019, the Sheriff identified the need to relocate a portion of his employees from PBSO headquarters at 3328 Gun Club Road (HQ) during the construction phase of the PBSO HQ Renewal/Replacement/Renovation (R/R/R) Project (Project). The Sheriff and the County Administrator agreed to pursue a relocation plan with the objectives of: 1) providing functionally equivalent office space, and 2) having employees relocated by the start of Phase 2 of the Project. To that end, staff undertook an extensive site selection process which identified the office building located adjacent to the Oxbridge Academy, 4601 Community Drive with 31,500 sf of unoccupied space and 139 parking spaces, as having the highest potential of meeting the County's needs. The interior layout of the building is partitioned with a mix of private and semi-private offices, workstations, training and conference space, making it ideal for the various units and departments that will occupy this building. The building and parking are separated from the Oxbridge Academy by a fence and the building has access directly onto Community Drive. Due to the building's age and the condition of the interior finishes at the time last occupied, the improvements that the Landlord must perform to make the building ready for any tenant are fairly significant. The roof and HVAC system need to be replaced in their entirety. Other work included in the Landlord's Work, are: 1) improvements required to bring the building in to compliance with the Code it was designed to, 2) life safety system improvements, 3) and ensuring that all systems are in operational order. The County is agreeing to fund the Landlord's actual costs up to \$1,310,000 and receive rent credits not to exceed \$1,280,000 payable over 60 months. In addition, the County will be responsible for funding improvements which are specific to the County's/PBSO's occupancy in an amount not to exceed \$444,000. The Landlord and the County agree that all work (both Landlords and County's) shall be completed by the Landlord prior to County occupancy. Landlord's contractor will provide a payment and performance bond naming the County as dual obligee to ensure completion. The annual rental rate for this lease is \$16/sf or \$504,000 annually, which staff believes is below market for comparable space. In addition, the County will be responsible for reimbursing the Landlord the actual costs of taxes and insurance and up to \$30,000/yr for maintenance of the building envelop (if required). The County is responsible for all other operating and maintenance costs. The term of the lease starts when the Lease is executed and extends for five (5) years following the rent commencement date. The rent commencement date is estimated to be September 1, 2020. There are two (2) extension options, each for a period of two (2) years. The County has the right to exercise the first extension option if the County has not received notice from the Landlord prior to September 1, 2023. The County has the right to exercise the second option if the County has not received notice from the Landlord prior to September 1, 2026. The Lease identifies the County Administrator or designee, which in this case shall be the Director Facilities Development & Operations as having the ability to exercise an extension option. During either of the extension terms, the County can terminate the lease with 180 days notice. The improvements and the rent payments will be funded from ad valorem portion of the PBSO HQ R/R/R budget. **(PREM) Countywide/District 7 (HJF)**

Background & Policy Issues: (Continued on Page 3)

Attachments:

1. Location Map
2. Source Selection Memo
3. Lease
4. Disclosure of Beneficial Interests
5. BAS

Recommended By: Army Wolf 4/28/2020
Department Director Date
Approved By: Al Baker 5/7/2020
County Administrator Date

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BACKGROUND & POLICY ISSUES

In late 2019, the Sheriff identified the need to relocate all employees¹ from 3328 Gun Club Road (HQ) during the construction phase of the PBSO HQ R/R/R Project. The Sheriff and the County Administrator agreed to pursue a relocation plan with the objectives of; 1) providing functionally equivalent space, and 2) having employees relocated by the start of Phase 2 (Interior Renovations). The Sheriff requested that certain units be relocated in as soon as possible and that the County attempt to keep the number of locations to a minimum for operational reasons. Minimizing the number of separate locations also reduces one-time costs associated with placement of infrastructure and move-in. Based on the square footage that the Units to be relocated currently occupy, it was initially estimated that approximately 57,000 sf – 76,000 sf would be required depending on: 1) the amount of growth that was planned for during the relocation period; and 2) the efficiency of the new spaces.

To that end, the following approach was utilized.

- Use County owned space where available in the timeframe and location required by the specific function;
- Any improvements made to County space would be to County standards for “forever” use.
- To the extent that county-owned space was not available, identify space of other governmental entities or not for profits (prior to considering privately owned space) to reduce costs and increase flexibility (if County-owned space not available).
- Limit improvements in non-County owned space to those improvements necessary for the health, safety or functionality of the space.

This 31,500 sf building with 139 parking spaces owned by Oxbridge Foundation (a not for profit organization), was formerly used by the Jewish Federation for administrative functions and is currently unoccupied. The building and surrounding 139 parking spaces are separated from the Academy by a fence and the building has access directly onto Community Drive. The interior layout is partitioned with a mix of private and semi-private offices, workstations, training and conference space. With a tenant, the owner is willing to invest in the cost of replacing base building systems and other non-tenant specific improvements.

The complete details of the site selection process is included in a memo dated March 4, 2020 and entitled “PBSO HQ R/R/R Construction Phase Relocation – Approval for Alternate Source Selection” included as Attachment 2 to this Board item.

In summary, Staff recommended to the County Administrator, that the County have Oxbridge’s previously conducted condition assessment updated by County consultants to 2020 and use that as the basis of direct negotiations on the terms of a lease with Oxbridge Academy. The County Administrator approved such a negotiation without a competitive selection on March 5, 2020.

The negotiated terms of this lease are set forth in more detail below:

Use: The use of the building is solely for: 1) PBSO administrative and operational uses, and 2) County administrative purposes. With regard to the PBSO operational and administrative uses, holding cells are prohibited and arrestees may not be processed on the Premises. With regard to County administrative uses, there shall be no: 1) direct public services or programs provided from the Premises; and 2) meetings of invited guests shall be limited to a maximum of 10 persons. All meeting rooms shall be centrally scheduled

¹ With exception of 5 units that will remain at HQ during construction.

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BACKGROUND AND POLICY ISSUES

and monitored so the parking capacity is not exceeded. PBSO's occupancy is anticipated to require approximately 36-42 months. The remainder of the initial term of this Lease as well as any options would be used by departments temporarily relocating from the Government Center during the multi-year Government Center Renewal/Replacement/Renovation Project set to begin 2023 through the Infrastructure Sales Tax program.

Term: The Initial Term of the lease starts upon the Board's approval and extends for a period of five (5) years after the rent commencement date. The rent commencement date is the 1st of the month after final acceptance of the Landlord's improvements and is estimated to be September 1, 2020.

There are two, two year renewal options. The County has the right to exercise the first renewal option if the County has not received notice from the Landlord prior to September 1, 2023 that the Landlord is unwilling to extend the term. Two year's notice is required as the County will be making decisions regarding the outer phases of the Government Center Renewal/Replacement/Renovation Project and will need to know whether this space will be available to sequence the work in the other phases. The County has the right to exercise the second renewal option if the County has not received notice from the Landlord prior to September 1, 2026.

The Director of Facilities Development & Operations shall have the authority to execute the renewal options on behalf of the County.

In addition, the County has the right to terminate the lease during the renewal options with 180 day notice to the Landlord.

Landlord's Work: Due to the building's age and the condition of the interior finishes at the time last occupied, the improvements that the Landlord must perform to make the building ready for any tenant are fairly significant. Specifically, the roof and HVAC system need to be replaced in their entirety. Other work included in the Landlord's Work, are: 1) improvements required to bring the building in to compliance with the Code it was designed to, 2) life safety system improvements, 3) and ensuring that all systems and are in operational order. The complete list of Landlords Improvements is identified in Exhibit B of the Lease.

Landlord's and Lessee's Shared Work: Due to the condition that the building was left by its prior owner, a portion of the carpeting needs to be replaced and a portion of the interior walls need to be patched and repainted. Due to the random placement of both flooring and walls that need to be addressed and the County's desire that all be consistent throughout for a professional look to the space, the County is agreeing to a 50/50 split of the costs to replace all of the carpet and the prep and re-painting of all interior walls. The Landlord's and Lessee's Shared Work is identified in Exhibit C of the Lease and is estimated to cost a total of \$218,846.

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BACKGROUND AND POLICY ISSUES

Together the Landlord's Work and the Landlord's share of the Landlord/Lessee's Shared Work are referred to as the Landlord's Improvements Costs and are anticipated not to exceed the rent credit cap of \$1,280,000. The County is obligated to fund all of the Landlord's Improvement Costs up to \$1,310,000, even if they exceed the rent credit cap of \$1,280,000. Staff has to approve the contracts before the Landlord executes same to ensure the cost plus a reasonable contingency is below the rent credit cap. Change orders to the Landlord's improvements are only permitted for unforeseen conditions and the County has to review and approve all change orders.

Lessee's Work: The Lessee's Work is the work required specifically for County/PBSO's occupancy as identified in Exhibit D. The work includes; 1) adding and relocating power and data to match furniture layout and functional requirements, 2) installing card access and CCTV systems, 3) adding minimal directional signage, 4) minor demolition of interior partitioning, and 5) the addition of a coffee station on the 2nd floor. The costs of the Lessee's Work shall not exceed \$444,000, which includes \$40,000 in contingency.

Approach to Pre-Occupancy Improvements: The Landlord and the County agree that all work (both Landlords and County's) shall be completed prior to County occupancy and the Landlord will perform all of the work. Because the total cost of the Work exceeds \$200,000 and the County will be making progress payments for the totality of the work, a payment and performance bond is required to ensure completion. At the completion of the Improvements, the Landlord will assign all warranties except for those associated with the building envelop which remain the responsibility of the Landlord, to the County for administration.

Rent: Annual rent is \$504,000 or \$16/sf. During the Initial Term of the Lease, the rent will be adjusted by the CPI or 3%, whichever is less. During the renewal terms, the rent will be adjusted by CPI or 3% whichever is greater.

Common Area Maintenance (CAM): The County shall be responsible for the Landlord's actual costs of taxes, and insurance as well as up to \$30,000/yr in Landlord's cost associated with maintenance of the building envelop (roof, windows, doors and structural system) and any capital repairs. CAM is estimated at \$70,000/yr.

Operating Costs: County shall be responsible for performing and directly funding all costs associated with the operation and maintenance of the building and parking areas but for the building envelop. This includes the costs of utilities, pest control and janitorial services. The operating costs are estimated at \$50,000/yr.

Together, a traditional CAM calculation included both of these costs and results in a CAM cost of just under \$4/sf.

The NNN rental rate of \$16/sf is the lowest rate that staff has been able to identify for office space meeting PBSO's operational needs. The CAM and operating costs are consistent with the market ranging from \$4-\$5/sf. The improvement (build-out) costs of \$444,000 at \$14/sf are typical for private sector but about 60% of what County typically requires for our specialized needs.

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BACKGROUND AND POLICY ISSUES

Rent Credits – Landlord Improvement Costs: The County is agreeing to up front fund the entirety of the Landlord’s Improvement’s Actual Costs and receive that money back in the form of rent credits in an amount not to exceed \$1,280,000. The rent credits will be applied over the 60 months of the Initial Term.

The following table summarizes the financial terms of this Lease.

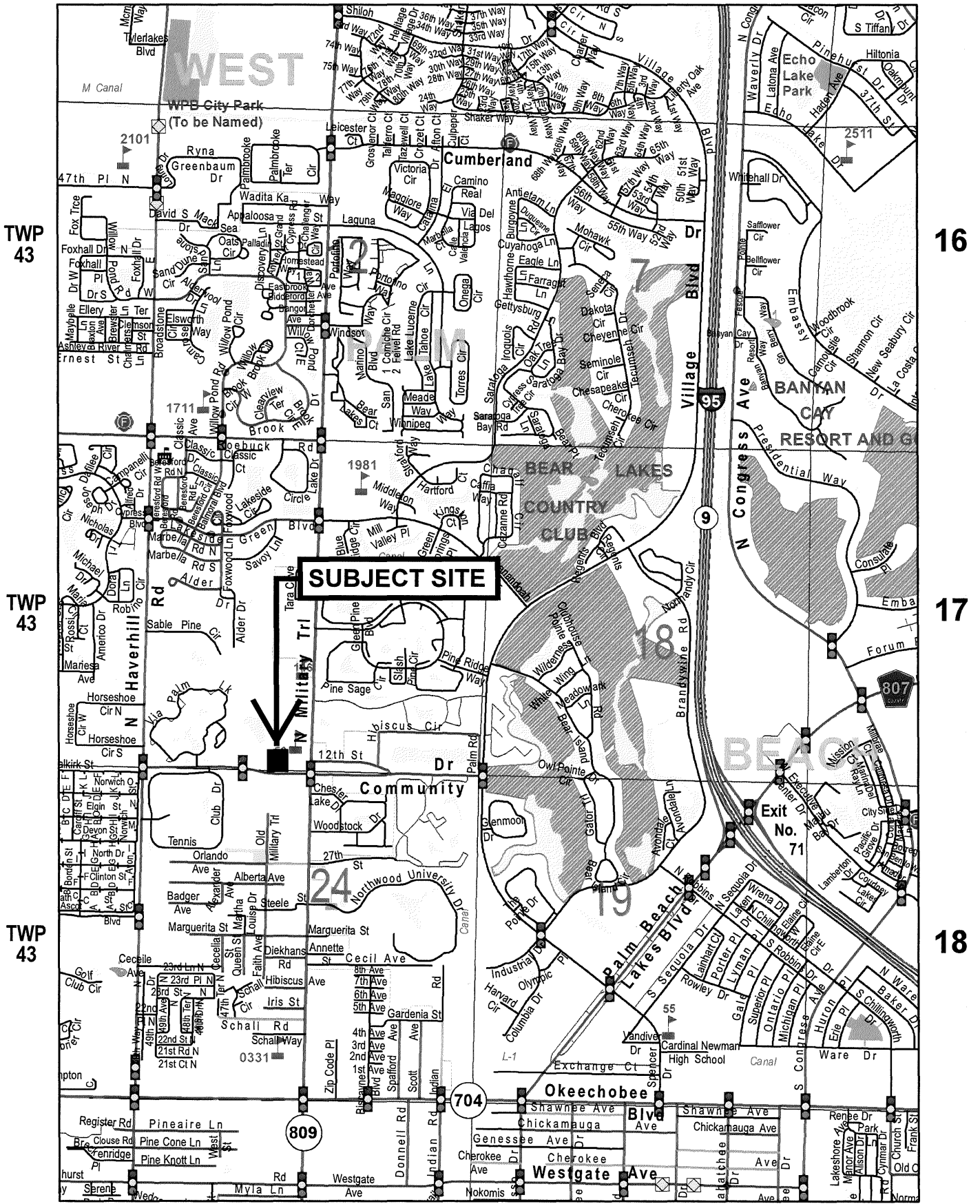
Oxbridge	Initial	Year 1	Year 2	Year 3	Year 4	Year 5
Landlord’s Improvements Costs ²	1,310,000					
Lessee’s Costs ³	444,000					
Total One Time Costs	1,754,000					
Annual Operating Costs		50,000	50,000	50,000	50,000	50,000
Annual - CAM		70,000	70,000	70,000	70,000	70,000
Lease Costs ⁴		504,000	519,120	534,693	550,734	567,256
Total Annual Expenses		624,000	639,120	654,693	670,734	687,256
Rent Credit - Landlords Improvements ⁵		(256,000)	(256,000)	(256,000)	(256,000)	(256,000)
Net Financial Impact		368,000	383,120	398,693	414,734	431,256

² Exhibit B Costs and 50% of Exhibit C Costs + \$30,000. Capped in Section 3.01A

³ Exhibit D Costs and 50% of Exhibit C Costs. Capped in Section 3.01A

⁴ Assumes 3% worse case escalation per section 2.01

⁵ Assumes \$1,280,000 max rent credit pursuant to 2.02





Facilities Development & Operations Department

2633 Vista Parkway
West Palm Beach, FL 33411

Telephone - (561) 233-0200
www.pbcgov.com/fdo

**Palm Beach County
Board of County
Commissioners**

Dave Kerner, Mayor

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Mary Lou Berger

Melissa McKinlay

Mack Bernard

County Administrator

Verdenia C. Baker

*"An Equal Opportunity
Affirmative Action Employer"*

March 4, 2020

To: Verdenia Baker, County Administrator

From: Audrey Wolf, Director Facilities Development & Operations

Re: **PBSO HQ R/R/R Construction Phase Relocation - Approval for Alternate Source Selection**

IC Baker - approved 3/5/2020
Amy

In late 2019, the Sheriff identified the need to relocate all employees¹ from 3328 Gun Club Road (HQ) during the construction phase of the PBSO HQ R/R/R Project. The Sheriff and the County Administrator agreed to pursue a relocation plan with the objectives of; 1) providing functionally equivalent space, and 2) having employees relocated by the start of Phase 2 (Interior Renovations). The Sheriff requested that certain units be relocated in as soon as possible and that the County attempt to keep the number of locations to a minimum for operational reasons. Minimizing the number of separate locations also reduces one-time costs associated with placement of infrastructure and move-in. Based on the square footage that the Units to be relocated currently occupy, it was initially estimated that approximately 57,000 sf – 76,000 sf would be required depending on: 1) the amount of growth that was planned for during the relocation period; and 2) the efficiency of the new spaces.

The Units to be relocated are:

- Legal
- Internal Affairs
- Staff Inspections
- Financial Services Bureau
- Violent Crimes
- Special Investigations
- District 1 Road Patrol
- Records Production
- Special Events
- Warrants

¹ With exception of Communications, Homeland Security, IT, Training, Armory, and Media Relations

To that end, the following approach was utilized.

- Use County owned space where available in the timeframe and location required by the specific function;
- Any improvements made to County space would be to County standards for “forever” use.
- To the extent that county-owned space was not available, identify space of other governmental entities or not for profits (prior to considering privately owned space) to reduce costs and increase flexibility (if County-owned space not available).
- Limit improvements in non-County owned space to those improvements necessary for the health, safety or functionality of the space.

County Owned Spaces Evaluated:

1. South County Administrative Complex – Former PBSO District 4 Space. This space will not be available until early 2021 after Palm Tran South Expansion is completed and the current occupants are relocated.
2. North County Governmental Complex - Tax Collector Space. The date for availability of this space is currently unknown due to dispute between TCO and Palm Beach Gardens. Earliest completion at this time is May 2021. Staff did identify one unit that can move into space currently assigned to and occupied by PBSO and the State Attorney.
3. Glades Office Building - 2nd Flr Former State Attorney Office. This space is currently unoccupied, but needs major building system renewal/replacement project to be completed prior to occupancy. Even accelerated, duration for design and construction 9-12 months with costs of \$1,000,000-\$2,000,000 before PBSO specific infrastructure. The Glades location is difficult for sworn personnel due to extended response times and for civilians in terms of travel time.
4. Drug Farm Multi-Purpose Building. This space is currently unoccupied and needs only minor improvements prior to occupancy. Could be used in conjunction with the Glades Office Building. The Glades location is difficult for sworn personnel due to extended response times and for civilians in terms of travel time.
5. Stockade Buildings V, X, Y. These buildings are currently occupied and set to be vacated by June/July 2020. There is limited infrastructure in these buildings.

Staff surveyed private sector rental rates to identify common rental rates in the area. Class B space within the central corridor was about \$24/sf NNN, and in the Congress Ave Corridor at about \$17-\$20/sf NNN, not including CAM and both without taking into account base building improvements such as back-up power, electronic security systems, etc; or the cost for tenant specific improvements.

1. South Florida Water Management District – Building B. This is 19,058 sf of fully furnished and cabled space on the 3rd Flr of Building B2. The location is ideal being located on Gun Club Road, immediately North of HQ. The space is currently unoccupied, move-in ready, human and electronic security in place and included in rental rate, with the only improvements being a separating wall from the State tenant on the remainder of the floor. The rental rate is \$20/sf which is significantly below market for comparable space and one time improvements estimated at

\$161,750². This rate is even more favorable when you factor in minimal improvements required. **Staff recommends the BCC enter into a lease with the SFWMD, a governmental entity.**

District 1 Road Patrol is the only unit with absolute siting criteria needing to be within the boundaries of the patrol district. PBSO identified the first two properties for evaluation for all remaining units and then PBSO and FDO Staff together and identified the following properties as possibilities for evaluation.

2. 1645 Congress Ave (former Social Security Building). This is a privately owned building 21,134 SF_ \$20 SF Modified Gross, Ample parking and secured entrance. Building was constructed for specific user Social Security as a tenant, Air Quality complaints lead to termination of lease. Were provided an indoor air quality report by owner. Ultimately this building was not considered for occupancy due to; 1) it being outside the limits of District 1 and 2) the historic issues associated with the Social Security Office choosing to relocate. It should be noted that the County did not visit the site or not perform any evaluation of the building itself, only reviewed historical documents.
3. Oxbridge Academy/Former JCC Administration Building. This building is owned by a not for profit entity and was ruled out based on it being outside of the boundaries of District 1.
4. 1195 S. Congress (Former Off-Lease Site), Palm Springs. This is a 3 acre privately owned improved parcel on the West side of Congress between Summit and Forest Hill Blvd. This property was initially identified as having potential due to its location and proximity to HQ, location within PBSO District 1, 26,000 sf building, an abundance of parking (secured and unsecured. Upon inspection, this property was eliminated due to about 70% of the building being un-air conditioned warehouse space which would require significant upgrades to be converted into office space. Combined with the short term (2-3 years), making investment not viable for owner or County.
5. Palm Beach Professional Center. 10th and Congress, Palm Springs. This is a privately owned property improved with a 28,000 sf building and 126 parking spaces. Staff believed that this property had significant potential for colocation of remaining PBSO units from a location and size perspective. However, one of the other PBSO units (not District 1) identified to be located there did not believe that the space was acceptable from a location perspective, parking was short, and there were a significant amount of improvements that were required; both based building (landlord's responsibility and for tenant fit-up. However when we approached the owner regarding the base building improvements that we believed were his/her responsibility, the owner informed us that it is unwilling to perform any of the improvements to the building at his/her cost. This made this property cost prohibitive.
6. CenterPoint Plaza - Nurse On Call 1926 10th Avenue North. Lake Worth Suites were in fair shape all recently vacated by Nurse On Call (name on building). Available Space Size: Suite 201/7,314 Sf and Suite 420 5,327 SF Offered Lease Rate \$23.00. Minimal upfit required, good restroom capacity. All building systems appear to be in good working order. PBSO concerned with Guatemala Consulate and perception of their presence in the building and a shared building

² Includes the cost for modular wall configuration and contingency.

entrance. Multi-tenant facility poses potential conflict due to the nature of District 1 operations. Only 1 ingress/egress to site.

7. Gun Club Financial Center 4524 Gun Club Road Suite 101A 5,000 SF \$25 SF sublease opportunity four (4) years remaining. Parking: nonexclusive could be insufficient due to Condominium Documents Limits, minimal restroom capacity. All building systems appear to be in good working order. Water damage noted under exterior windows under repair, Entrance to suite is separate from other tenants. Multi-tenant facility poses potential conflict due to the nature of District 1 operations.
8. 10th Ave Business Center F/K/A Concepts, 2290 – 2328 10th Ave. Min 5 yr lease, will permit termination after three, w/120+ days notice. Multiple suites/sizes/layouts available including open concept floor plan, and traditional office suites. Lease rate \$22 SF. Minimal upfit required. Adequate restroom capacity. All building systems appear to be in good working order. Shared building entrance. Nonexclusive parking concerns and multi-tenant facility poses potential conflict due to the nature of District 1 operations. Only 1 ingress/egress to site.
9. Congress Professional Center, 1630-1640 S. Congress Ave, Palm Springs, Suite 100- 8,869 SF and 200 8,869 SF, notified building went under contract to single corporate end user.
10. Other locations identified but immediately discarded as unsuitable by PBSO were several storefronts, including Crestwood Plaza, 2601 Military Trail, and the now vacant CVS at Mil-Lake Plaza 3969 Military Trail.
11. Having exhausted any additional opportunities for co-location of all remaining Units within the boundaries of PBSO District 1; the strategy was modified to identify space for PBSO District 1 within the boundaries, and a separate location for the remaining units.
12. 1155 S. Congress, Palm Springs. This is a 1.6 acre property improved with an 8,000 sf building. The building needs minimal base building modifications, has adequate parking and requires minimal tenant fit-up. Concurrent with staff's decision to make contact with the list agent, the property was taken off the market for lease and posted for sale. Staff met with the owner and the owner ultimately agreed to offer the property to the County for lease at \$14/sf with CAM of \$4/sf. Tenant improvements appear to be only those which are specific to PBSO operation and would be required at any existing building. **Staff recommends Staff negotiate a lease with 1155 S. Congress subject to obtaining use approval from the Village of Palm Springs.**

With District 1 PBSO having a location in the District, PBSO and Staff looked outside the boundaries of PBSO District 1 for the remaining units. This resulted in circling back to the Oxbridge Academy/ Former JCC Administration Building.

13. Oxbridge Academy/Former JCC Administrative Building. This 31,000 sf building with approximately 120 parking spaces and is owned by Oxbridge Academy (a not for profit organization), is currently unoccupied and was formerly used by the JCC for administrative functions. The building and surrounding 120 parking spaces are separated from the Academy by

a fence and has access directly onto Community Drive. The interior layout is partitioned with a mix of private and semi-private offices, workstations, training and conference space. With a tenant, the owner is willing to invest in the building by participate in the cost of replacing base building systems and other non-tenant specific improvements. The property is offered a \$14/sf NNN with CAM estimated at \$4.09/sf., pre-negotiation. The Owner has acknowledged that the costs associated with base building improvements (ie: air conditioning unit replacement, roof replacement, etc) are its costs and are willing to make those expenditures and perform the improvements. **Staff recommends the County have the condition assessment updated to 2020 and negotiate the terms of a lease with Oxbridge Academy based on the conclusions to the condition assessment.**

In an email dated February 28, 2020, PBSO stated that its needs can best be met at these three properties. Based on the above analysis and the urgency to relocate, Staff recommends negotiating with these three properties totally approximately 58,000 sf. If you have any questions, please do not hesitate to call.

C: Isami Ayala-Collazo, Deputy Director FDO
Ross Hering, Director PREM
Eric McClellan, Director Strategic Planning

LEASE

between

OXBRIDGE ACADEMY FOUNDATION, INC.

(LANDLORD)

and

PALM BEACH COUNTY

(LESSEE)

LEASE

THIS LEASE made and entered into _____, 2020, by and between **OXBRIDGE ACADEMY FOUNDATION, INC.** a Florida not-for-profit corporation hereinafter referred to as "**Landlord** or Foundation", and **PALM BEACH COUNTY**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "**Lessee** or **County**".

WITNESSETH:

WHEREAS, Landlord is the owner of real property a portion which is improved with an office building located at 4601 Community Drive in West Palm Beach, Florida as more specifically described hereinafter (the "**Building**") which Landlord has not occupied for approximately three (3) years and has offered to lease space therein to County; and

WHEREAS, Landlord is willing to lease such space to County for use by the Palm Beach County Sheriff's Office (PBSO) for administrative and operational uses as well as for specifically identified County administrative offices;

WHEREAS, the Lessee has determined that it is in the best interests of the County to have the Landlord's general contractor complete the Lessee's Work concurrent with the Landlord's Work to expedite the Lessee's occupancy of the Premises.

NOW THEREFORE, in consideration of the rents, covenants and agreements hereinafter reserved and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

ARTICLE I BASIC LEASE PROVISIONS

Section 1.01 Premises.

In consideration of the rents, covenants and agreements hereafter reserved and contained on the part of the County to be observed and performed, Landlord demises and leases to County, and County rents from Landlord, a building which contains approximately 31,500 square feet together with the parking area outlined in red on the site plan attached hereto as Exhibit A. Together the parking area and office building comprise the "Premises."

Section 1.02 Length of Term and Commencement Date.

The term of this Lease shall commence when executed by the Parties, and shall extend for 5 years after the Rental Commencement Date (the "**Initial Term**"), unless sooner terminated pursuant to the provisions of this Lease.

Section 1.03 Option to Extend/Lease Renewal.

Landlord hereby grants to County, so long as County shall not be in default of any term, covenant or condition under this Lease, the right and option to extend the Term of this Lease for one (1) additional two (2) year renewal period under the same terms and conditions of this Lease unless the Landlord sends notice to the contrary by September 1, 2023. The County shall have the right and option to extend the Term of the Lease for a second two (2) year renewal period unless the Landlord sends notice to the contrary by September 1, 2026. The Director of County's Facilities Development & Operations Department shall have the authority to exercise said options on behalf of County.

Section 1.04 Right to Terminate.

County may terminate this Lease at any time during the optional extended terms described in Section 1.03, upon 180 calendar days' written notice to Landlord.. Any such termination shall be affected by delivery of a Notice of Termination specifying the date upon which the termination becomes effective. In the event of termination, the County shall be responsible for paying Rent through the effective date of termination.

Section 1.05 Definitions

- A. Actual Costs: The amounts expended for the Project pursuant to an Approved Contract as amended by Approved Change Orders.
- B. Approved Change Order: A Change Order that was approved by the Lessee pursuant to Exhibit G.
- C. Approved Construction Contract: A Construction Contract approved by the Lessee pursuant to Section 3.01 B.
- D. Approved Consultant Contract: The Design Consultant Contract approved by the Lessee pursuant to Section 3.01B
- E. Approved Contracts: Together, the Approved Construction Contract and Approved Consultant Contract.
- F. Change Order: An amendment or modification to an Approved Contract.
- G. Construction Contract: an agreement with a general contractor properly licensed, equipped, organized and financed to perform all of the work identified in Exhibit B, C and D in accordance with all applicable laws, codes, ordinances, statutes, rules or regulations in effect at the time that the work is performed.
- H. Consultant Contract: an agreement with an architect and/or engineer properly licensed to perform the design of the work identified in Exhibit B, C, and D in accordance with all applicable laws, codes, ordinances, statutes, rules or regulations in effect at the time that the work is performed.
- I. Day: Calendar days unless otherwise noted.
- J. Initial Term: The term of this Lease shall commence upon execution by both Parties and shall extend for five (5) years after the Rental Commencement Date.
- K. Landlord's Field Representative: An individual chosen by the Landlord to act on the Landlord's behalf pursuant to a correspondence to the Lessee describing the limits of the delegated authority.
- L. Landlord Improvement Costs: The total costs of the Landlord's Work and the Landlord's share of the Landlord/Lessee's Work.
- M. Landlord's Work: The physical work items identified in Exhibit B to be performed and solely funded by the Landlord.
- N. Landlord/Lessee's Work: The physical work items identified in Exhibit C to be performed by the Landlord and funded 50%/50% by Landlord and Lessee.
- O. Lessee's Field Representative: An individual chosen by the Lessee to act on the Lessee's behalf pursuant to a correspondence to the Landlord describing the limits

of the delegated authority. The Lessee's field representative shall be a member of the County's Facilities Development & Operations Department. Employees of the Palm Beach County Sheriff's Office are not authorized representatives of the Lessee.

- P. Lessee's Work: The physical work items identified in Exhibit D to be performed by the Landlord and solely funded by the Lessee.
- Q. Premises: shall have the meaning set forth in Section 1.01.
- R. Project: the alterations and improvements listed on Exhibits B, C and D.
- S. Rent Credit: shall have the meaning set forth in Section 2.02.
- T. Term: The Initial Term of this Lease plus any optional extensions per Section 1.03.

ARTICLE II RENT

Section 2.01 Annual Rent.

County shall pay Landlord an annual gross rent of \$504,000 (the "**Annual Rent**"), payable in equal monthly installments of \$42,000 commencing on the first day of the month following Acceptance of the Premises by the County pursuant to Section 3.01 (the "**Rental Commencement Date**") and on the first day of each month thereafter during the Term of this Lease. Annual Rent shall be made payable to the **OXBRIDGE ACADEMY FOUNDATION, INC.** and delivered to the attention of Sam Cruz at 3151 N. Military Trail, West Palm Beach, FL 33409.

During the Initial Term and commencing on the first anniversary of the of the Rental Commencement Date, and on the commencement of each subsequent one (1) year period thereafter during the term of this Agreement (hereinafter referred to as an "Adjustment Date"), the annual Gross Rent shall be adjusted as hereinafter set forth in accordance with any increase in the Consumer Price Index for all Urban Consumers All Items, U.S. City average (1982-1984=100) issued by the Bureau of Statistics of the U.S. Department of Labor (hereinafter referred to as "CPI"). On each Adjustment Date, the annual Gross Rent shall be adjusted by multiplying the annual Gross Rent for the immediately preceding one (1) year period by a fraction, the numerator of which shall be the CIP value for the month three months preceding the applicable Adjustment Date and the denominator of which shall be the CPI value for the prior year. In the event that during the Term of this Agreement the CPI ceases to be published, or if a substantial change is made in the method of establishing or computing the CIP, then the determination of the adjustment in the annual Gross Rent shall be made with the use of such conversion factor, formula or table as may be published by the Bureau of Labor Statistics, or if none is available, by any other nationally recognized publisher or similar information chosen by the Lessor. In no event shall the annual Gross Rent decrease or be increased by more than three percent (3%) on any Adjustment Date. During the extended term(s), Annual Rent shall be increased by the greater of CPI or 3%. County's sales tax exemption number is 85-8012622286C-8.

This is a NNN Lease. The County shall be responsible for directly paying all utilities, repairs, maintenance, cleaning, landscaping and other similar costs of operating the Premises. The County shall reimburse the Landlord for its actual costs for taxes and insurance as well as any costs paid by the Landlord related to the Premises under Sections 5.02, 5.03a and 5.04 of this Lease. The County shall not be responsible for reimbursing Landlord's costs for Sections 5.02, 5.03 or 5.04 in excess of \$30,000/yr, and any such costs in excess of the \$30,000/yr shall be the sole responsibility of the Landlord.

Section 2.02 Rent Credits for Landlord’s Improvement Costs.

The County shall receive rent credits for the Landlord’s Work and the Landlord’s share of the Landlord/Lessee’s Work, together referred to as Landlord’s Improvement Costs, in an amount prorated over all of the remaining months of the Initial Term of this Lease.

Rent credits shall be capped at \$1.28 million dollars or the actual Landlord’s Improvements Costs, whichever amount is lesser (“Rent Credit”). To the extent that the Landlord’s Improvements Costs exceed \$1.28 million dollars, the County shall still be required to reimburse the Landlord the actual amount of the Landlord’s Improvements Costs under the terms of Section 3.01.

Section 2.03 RESERVED

Section 2.04 Unpaid Fees, Holdover.

In the event County fails to make timely payment of any rentals, fees, charges, and payments due and payable in accordance with the terms of this Lease as same shall become due and payable, interest at the rate of one percent (1%) per month (or the highest rated permitted by law if lower) shall accrue against the delinquent payment(s) from the date due until the date payment is received by Landlord. Such interest shall constitute Additional Rent.

Section 2.05 Accord and Satisfaction.

In the event County pays any amount that is less than the amount stipulated to be paid under this Lease, such payment shall be considered to be made only on account of the stipulated amount. No endorsement or statement on any check or letter shall be deemed an accord and satisfaction. Landlord may accept any check or payment without prejudice to Landlord’s right to recover the balance due or to pursue any other remedy available to Landlord pursuant to this Lease or under the law.

**ARTICLE III
CONDITION OF LEASED PREMISES, ALTERATIONS**

Section 3.01 Alterations by Landlord; Payment of Actual Costs; Acceptance of Premises by County.

- A. Landlord and County agree that the Landlord’s Work, Landlord/Lessee’s Work, and Lessee’s Work shall be completed prior to occupancy. The Landlord shall be entitled to payment pursuant to Exhibit F for Actual Costs in an amount not to exceed \$1.31M. The Actual Costs of Approved Change Orders pursuant to Exhibit G are included in the \$1.31M. The Lessee’s share of the work in Exhibit C and all of Exhibit D shall not exceed \$444,000. The Director Facilities Development & Operations shall have the ability to approve change orders from the County contingency pursuant to County policy. The Landlord agrees to respond to any requests for changes requested by County in a timeframe that does not increase the cost of the change beyond that which would have been charged but for the delayed review by the Landlord.
- B. The Landlord shall enter into a Consultant Contract and Construction Contract. Prior to entering into any Consultant Contract or Construction Contract, Lessee will be given an opportunity to review for one (1) week the Landlord’s detailed scope of work and contract with its general contractor (“Construction Contract”) solely for the purposes of: 1) confirming that the scope of work is

consistent with Exhibit B, C, and D; and 2) reviewing the Project costs for reasonableness. The Lessee's review shall be limited to reviewing to ensure the Consultant Contract or Construction Contract is compliant with the requirements of this Lease, including identifying separate costs, if lump sum, for Exhibit B, C and D. At the conclusion of the review and if compliant with the requirements of this Lease, the County shall approve the contract for compliance with the terms of this Lease.

- C. The Landlord shall be solely responsible for its own costs associated with the management of any Approved Contract. The Lessee shall be solely responsible for its costs associated with review of any Consultant Contract, Contractor Contract, Field Observations, or any other activity conducted by County staff related to this Article.
- D. The Parties agree that the Lessee's Field Representative will provide technical assistance to the Landlord with regard to the preparation and submittal of a building permit application so that the permit application has the highest probability of timely processing. The Lessee strongly encourages the Landlord to submit its building permit application electronically.
- E. Before starting work on any Approved Contract, the Landlord and Lessee shall designate, and exchange contact information for each party's Field Representative. Both the Landlord and the Lessee shall include with the contact information a clear definition of the scope of his/her authority to represent and act on the Landlord or Lessee's behalf.
- F. Lessee's field representative shall have the right, but not the obligation, to observe the work being performed pursuant to an Approved Contract. From time to time, particularly prior to a work item being covered or concealed, the Landlord may request that the Lessee's Field Representative observe a specific work item to determine if the work is acceptable to the Lessee.
- G. Lessee shall send a field representative to inspect and sign-off on all work within 15 days of notice of completion by Landlord, prior to the Rental Commencement Date. Once signed-off, all work shall be deemed accepted and the Premises shall be accepted by the County on an "AS-IS" basis; except that Landlord shall assign to Lessee all warranties received from Contractors or Vendors.
- H. Except for the foregoing, County agrees to perform any and all work at its own cost and expense pursuant to Section 3.02 which is necessary to fully equip and maintain the Premises for the lawful use of the Premises by County as specified in Section 4.01 of this Lease.
- I. Timing is of the essence and the Landlord agrees to diligently pursue the Project, administer the terms of Landlord's Construction Contract to Acceptance and enforce the terms of the performance bond, if necessary, to complete the Project.

Section 3.02 Alterations by County.

County has the right to make any cosmetic and non-structural improvements, additions, modifications or alterations to the Premises (hereinafter collectively referred to as "Alterations"), without the prior written consent of Landlord in each instance where the Alteration does not exceed \$25,000; however such work shall be performed in full compliance with all applicable building codes, the terms of this Lease and in a good and workmanlike manner.

For any Alteration that exceeds \$25,000, Landlord's prior approval is required. County shall submit detailed plans and specifications for all such Alterations to Landlord for Landlord's written approval prior to Lessee commencing work on same. County agrees and acknowledges that all work performed to the Premises, whether pursuant to this Section or otherwise, shall be performed and accomplished solely for the benefit of County, and not for the benefit of Landlord, such work being nevertheless subject to each and every provision of this Lease. All work done by County shall be performed in full compliance with all applicable building codes, the terms of this Lease and in a good and workmanlike manner and shall be diligently prosecuted to completion strictly in accordance with the approved plans and specifications therefor. Upon giving its approval for any work or Alterations, the Alterations will be constructed at County's sole cost and expense, Landlord may specify whether the Alteration is to be removed by County, at County's sole cost and expense, upon the termination or expiration of this Lease.

Section 3.03 Contractor Requirements.

In the event that the work to be performed by the Landlord and identified in Exhibits B, C and D exceeds \$200,000, the Landlord shall require contractors to furnish a payment and performance bond equal to the cost of the improvements and in the form required under Section 255.05, Florida Statutes, which bond shall name Lessee as a dual obligee. The form of the bond shall be identical to that used by the County. Landlord shall also require contractors to maintain Workers' Compensation insurance, comprehensive general liability insurance, and comprehensive automobile insurance.

For Alterations performed by the County which are in excess of \$200,000, the County shall require contractors to furnish a payment and performance bond equal to the cost of the improvements and in the form required under Section 255.05, Florida Statutes, which bond shall name Landlord as a dual obligee. County shall also require contractors to furnish satisfactory evidence of statutory Workers' Compensation insurance, comprehensive general liability insurance, and comprehensive automobile insurance.

Section 3.04 No Liens.

Reserved.

Section 3.05 Signage.

Other than any signage identified in Exhibit B, C, and D, no signs shall be placed on the exterior of the office building without specific prior written authorization from the Landlord. The County must obtain any and all permits and approvals for signs pursuant to this Section as required by applicable regulatory agencies. The cost of fabricating, constructing and/ or erecting signage shall be the sole responsibility of the County.

Section 3.06 Parking and Access.

- A. Landlord will provide parking for both personal and County/PBSO-owned vehicles at the County's/PBSO's own risk. Landlord assumes no responsibility for the safety or security of any vehicles or County staff or visitors in the areas identified in Exhibit E.
- B. **Ingress/Egress:** Landlord reserves the right to access the remainder of its property through the driveway by which one accesses the office building. The south gate (at Community Drive) will be double locked (one lock keyed to County and another keyed to the Landlord) so that it may be opened by the Landlord or the Lessee. The north gate (at Campus Lake) will be locked with a key retained solely by the Landlord. Landlord reserves the right to change the location of the entrances and/or add an additional entrance to the property

provided that any such change shall not reduce the number of parking spaces available to the County to less than 139.

- C. But for 20 spaces, the Landlord retains the right to use the lot identified in Exhibit E after County's business hours, which for the purpose of this lease shall be Monday-Friday from 0600 hours to 1800 hours. Both the Landlord and County agree that they will consider requests from the other to use the other's parking afterhours from time to time and that each party shall approve requests not in conflict with its use.

ARTICLE IV CONDUCT OF BUSINESS AND USE OF PREMISES BY COUNTY

Section 4.01 Use of Premises.

County shall use and occupy the Premises solely and exclusively for County administrative uses (Allowed County Personnel), specifically identified in Exhibit H and PBSO administrative and operational uses only. With regard to County administrative uses, there shall be no; 1) direct public services or programs provided from the Premises, and 2) meetings of invited guests shall be limited to a maximum of 10 persons. All meeting rooms shall be centrally scheduled and monitored so that parking capacity is not exceeded. With regard to the PBSO administrative and operational uses, holding cells shall be prohibited and arrestees shall not be processed on the Premises. PBSO will ensure that any witnesses, victims, or persons of interest detained for questioning do not leave the Premises through adjacent Landlord's property on foot but rather leave by vehicle or are transported from the Premises. All persons entering and exiting the Premises who are not Allowed County Personnel or PBSO employees shall only enter through the South entrance.

County shall not use, permit, or suffer the use of the Premises for any other purpose whatsoever without the prior written consent of the Landlord, which may be granted or withheld in the Landlord's sole discretion.

Section 4.02 Access to and Security for the Office Building.

Lessee will be responsible for the maintenance and operation of the card access system currently installed in and outside the building.

Landlord acknowledges that County's use of the Premises requires special security measures, including controlled access systems for perimeter doors for the office building. Landlord acknowledges that the office building's card access system installed by the County will be maintained and operated solely by County, at County's expense. Following County's occupancy of the Premises, any persons entering the Premises, including County employees, County contractors, Landlord employees and Landlord contractors must have passed a criminal history records check and be escorted within the office building.

The County is responsible for safety, security and insurance of its property, employees, visitors and invitees. Landlord assumes no responsibility for the safety or security of any vehicles or County (or PBSO) staff, visitors, or invitees.

Section 4.03 After Hours Use.

Lessee shall be permitted to use the Premises 365/24/7 through the Term of the Lease. Landlord's use and/or entry is restricted to that identified in Section 3.06.

Section 4.04 Waste or Nuisance.

County shall not commit or suffer to be committed any waste upon the Premises, commit or permit the maintenance or commission of any nuisance or other act or thing

which may result in damage or depreciation of value of the Premises or which may affect Landlord's fee interest in the Premises or which results in an unsightly condition. All refuse is to be removed from the Premises at County's sole cost and expense and County will keep such refuse in proper fireproof containers on the interior of the Premises until removed. County will keep the access to the Premises, the parking areas and other contiguous areas to the Premises free and clear of obstruction. County, at its sole cost and expense, will keep the Premises free of rodents, vermin and other pests.

Section 4.05 Governmental Regulations.

County shall, at County's sole cost and expense, comply with all ordinances, laws, statutes and regulations promulgated thereunder of all county, municipal, state, federal and other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to County or its use of the Premises, or the Premises generally. County shall not use, maintain, store or dispose of any contaminants including, but not limited to, hazardous or toxic substances, chemicals or other agents on the Premises or any adjacent land in any manner not permitted by law.

Section 4.06 Americans with Disability Act (ADA)

The County acknowledges that the Premises are accepted "As-Is" specifically in terms of compliance with the requirements of the Americans with Disabilities Act (ADA). The County shall be responsible for all ADA compliance requirements and all ADA complaints, litigation, claims or lawsuits arising out of compliance with the requirements of the ADA during the term of this Lease.

Section 4.07 Non-Discrimination.

The County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the Landlord warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure of the Landlord to meet this requirement shall be considered default of the Lease.

Section 4.08 Surrender of Premises.

Upon termination or expiration of this Lease, County, at its sole cost and expense, if so directed by Landlord, shall remove County's personal property, removable fixtures and equipment from the Premises and shall surrender the Premises to the Landlord in the same condition the Premises were in as of the Commencement Date of this Lease, reasonable wear and tear excepted. Upon surrender of the Premises, title to any and all remaining improvements, Alterations or property within the Premises shall vest in Landlord.

Section 4.09 Hazardous Substance

County shall not use, maintain, store or dispose of any contaminants including, but not limited to, Hazardous Materials or toxic substances, chemicals or other agents used or produced in County's operations, on the Premises or any adjacent land in any manner not permitted by Environmental Laws. Furthermore, County shall not cause or permit the Disposal of Hazardous Materials upon the Premises or upon adjacent lands and shall operate and occupy the Premises in compliance with all Environmental Laws. For purposes hereof, Hazardous Materials shall mean any hazardous or toxic substance, material, waste of any kind, petroleum product or by-product, contaminant or pollutant as defined or regulated by Environmental Laws. Disposal shall mean the release, storage,

use, handling, discharge or disposal of such Hazardous Materials. Environmental Laws shall mean any applicable federal, state or local laws, statutes, ordinances, rules, regulations or other governmental restrictions.

Any Disposal of a Hazardous Material, whether by County or any third party, shall be reported to Landlord immediately upon the knowledge thereof by County. County shall be solely responsible for the entire cost of remediation and cleanup of any Hazardous Materials disposed of or discovered upon the Premises or emanating from the Premises onto adjacent lands, as a result of the use and occupancy of the Premises by County, or County's agents, licensees, invitees, subcontractors or employees.

**ARTICLE V
REPAIRS AND MAINTENANCE OF PREMISES**

Section 5.01 Responsibility of Landlord

RESERVED

Section 5.02 Responsibility for Corrective Work.

If corrective work is required on any portion of the Premises that is considered to be a design error, design omission or construction defect, the Landlord shall be responsible for pursuing the Consultant and/or Contractor to correct the defective work at its cost. To the extent that the Contractor does not correct the work at its costs, the Landlord shall be responsible for the corrective work and may pass along such costs pursuant to Section 2.01 and subject to the limitations in Section 2.01. The Lessee shall reasonably assist Landlord in pursuing the responsible Contractor. The Landlord's responsibility under this Section is limited to installation claims within 1 year of Acceptance for installation defects or the duration of the installation warranty whichever is greater, and/or product claims for 5 years of the duration of the product warranty; whichever is greater. If the County is alleging a design error, design omission or construction defect, the County must demonstrate that it; 1) is using the facility or equipment as intended, and 2) has performed maintenance as required per manufacturer recommendations.

Section 5.03 Responsibility for Repair and Maintenance

Repair and Maintenance shall mean the labor and materials which are required to keep the Premises in good order (normal wear and tear excepted) and which are routine, regular and generally predictable in nature, given the age of the Premises. Repairs and maintenance includes, but is not limited to, repairs of any value necessary to restore an improvement or equipment to working order only where the resulting repair is not intended to extend the life of the improvement or equipment by more than one year.

a) Landlord. Landlord shall be required to maintain the building envelop (roof, windows, doors and structural system) in good condition and repair at Landlord's cost and expense

Landlord shall include language in its Construction Contract that places the contractor on notice that the Landlord will be assigning to County responsibility for implementation of any warranties that may be provided as a result of the work completed pursuant to Exhibit B, C and D so that the County can enforce same on behalf of the Landlord.

b) County. County shall be responsible for the maintenance of the HVAC, plumbing and electrical service to the Premises. County shall maintain the interior walls, plumbing fixtures, electrical and communication fixtures, fire protection devices, carpeting, landscaping and parking areas. Landlord will vacate phone/data

communications equipment but leave all cabling as County shall install phone/data communications equipment and use cabling in place. County shall be responsible for the custodial and pest control services to the Premises and for damage to any fixtures, electrical and communications fixtures and carpeting and/or furniture, normal wear and tear excepted. All responsibilities contained in this paragraph shall be at the County's expense.

Section 5.04 Capital Repairs.

A capital repair or renewal/replacement project shall mean the labors and materials necessary to renew, rehabilitate or replace a physical improvement, fixture, piece of equipment or any other physical asset of the Premises which is intended to extend the overall life of the improvement or equipment by over one year (Capital Repairs).

Except for Capital Repairs to improvements and equipment listed on Exhibit D, the Landlord is solely responsible for Capital Repairs, and may recover the costs of same pursuant to Section 2.01 and subject to the limitations in Section 2.01. The County is responsible for Capital Repairs to improvements and equipment listed on Exhibit D.

Section 5.05 Landlord's Right to Inspect.

With notice, Landlord or Landlord's agents shall have the right, upon reasonable prior notice to County to enter the Premises for the purpose of inspection of the Premises and the improvements located thereon. All persons entering the Premises at any time must be criminal history records checked and escorted by PBSO personnel.

ARTICLE VI INSURANCE

Section 6.01 Liability Insurance.

Without waiving the right to sovereign immunity as provided by section 768.28, Florida Statutes, the COUNTY acknowledges to be self-insured for liabilities under Florida's sovereign immunity statute with current monetary waiver limits of \$200,000 per person and \$300,000 per occurrence; or such limits that may change and be set forth by the legislature.

County shall, during the entire Term hereof, provide Landlord with a certificate evidencing such self-insurance coverage.

The County agrees to maintain or to be self-insured for Workers' Compensation insurance in accordance with Chapter 440, Florida Statutes.

Section 6.02 Personal Property.

All of County's personal property placed or moved in the Premises shall be at the risk of the County or the owner thereof. Except as otherwise provided herein, Landlord shall not be liable for any damage to such personal property, except to the extent caused by the Landlord, its agents', or its employees' willful or negligent acts or omissions.

Section 6.03 Insurance by Landlord.

Landlord shall, during the entire Term hereof, keep in full force and effect with an insurance company licensed to do business in the State of Florida and subject to the approval of the Risk Management Department of the County, the following coverage:

a. Liability Insurance: General Liability Insurance in an amount not less than One Million Dollars (\$1,000,000) per occurrence combined single limit bodily injury and

property damage liability. In no event shall the limits of said insurance policies be considered as limiting the liability of Landlord under this Lease.

b. Fire and Extended Coverage Insurance: Insurance covering the Premises and all Alterations made by or on behalf of County in an amount not less than eighty percent (80%) of their actual cash value, providing protection against any peril included within the standard classification of "Fire and Extended Coverage," together with insurance against sprinkler damage, vandalism, theft, and malicious mischief. The proceeds of such insurance, so long as this Lease remains in effect, shall be used to repair or replace the Premises and Alterations so insured.

c. Builder's Risk: Builder's Risk or equivalent insurance covering renovations /alterations during the course of construction for the full construction value at the time of the loss. The County shall be listed as a loss payee on such insurance.

Landlord will deliver to County or EBIX, Inc., the County's authorized tracking service, a Certificate of Insurance with respect to each required policy to be provided by the Landlord under this Section.

Submit original Certificates of Insurance to:

Property and Real Estate Management Division
Attention: Director
2633 Vista Parkway
West Palm Beach, FL 33411-5605
Telephone: 561-233-0217
Fax: 561-233-0210
Email: rhering @ pbcgov.org

With a copy to County's insurance tracking service:

EBIX, Inc.
Palm Beach County Insurance Compliance
PO Box 100085-DX
Duluth, GA 30096
Telephone: 951-652-8128
Fax: 770-325-0907
Email: pbcounty@ebix.com

Subsequently, Landlord shall, during the term of the Lease, and prior to each renewal thereof, provide such evidence to EBIX, Inc.

ARTICLE VII UTILITIES

Lessee shall be solely responsible for and directly contract for all utility service to the Premises including, without limitation, water, sewer, electricity, trash collection and removal. In no event shall Landlord be liable for an interruption or failure in the supply of any such utilities to the Premises.

ARTICLE VIII INDEMNIFICATION

Except for any damages or injury arising out of the gross negligence or willful misconduct of the Landlord, County shall be solely responsible for any third party, or injury (including death) to any person, including County's employees, occurring on the Premises during the term of this Lease.

Waiver of Sovereign Immunity: The COUNTY as a governmental entity acknowledges the waiver of sovereign immunity for liability in tort contained in Florida Statutes Section 768.28, and acknowledges that such statute permits actions at law against the COUNTY to recover damages in tort for money damages up to the amounts set forth in such statute for injury or loss of property, personal injury, or death caused by the negligence or wrongful act or omission of an employee of the COUNTY while acting within the scope of the employee's office or employment under circumstances in which COUNTY, if a private person, would be liable under the general laws of the State of Florida.

Nothing contained in this Article 8 shall constitute a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes by COUNTY, nor constitute an agreement by the County to be responsible for another parties' negligent, willful or intentional acts or omissions, nor constitute an agreement by the County to be sued by any third party.

ARTICLE IX DESTRUCTION OF PREMISES

Section 9.01 Damage or Destruction by Fire, War or Act of God.

In the event the Premises shall be destroyed or damaged or injured by fire or other casualty during the Term of this Lease which is attributable to County's use of the Premises, County shall restore the Premises to the same or better condition than that which existed prior to such casualty. County shall commence such restoration within a reasonable time after such casualty but in no event later than one hundred and eighty (180) days of such casualty. County shall thereafter diligently pursue such restoration to completion, at its sole cost and expense; provided, that any insurance payments received related to the destruction or damages to the Premises are paid to the County.

In the event that such casualty is not attributable to County's use of the Premises, and the Premises are rendered unusable, County shall have no obligation to restore the Premises. If Landlord is unable to restore the Premises within ninety (90) days, the Rent shall abate as of the date of casualty, the Landlord shall pay the County an amount equal to the unused Rent Credits and County shall have the further right to terminate this Lease,.

ARTICLE X ASSIGNMENT AND SUBLETTING

Section 10.01 Consent Required.

County may not assign, mortgage, pledge or encumber this Lease in whole or in part, nor sublet or rent all or any portion of the Premises nor grant any easements affecting the Premises, without prior written consent of Landlord, which may be granted or withheld at Landlord's absolute discretion. Any attempted assignment, mortgage, pledge, encumbrance or subletting without such consent shall be null and void, without legal effect and shall constitute a breach of Lease. This provision shall be construed to include a prohibition against any assignment, mortgage, pledge, encumbrance, or sublease, by operation of law, legal process, receivership, bankruptcy, or otherwise, whether voluntary or involuntary.

ARTICLE XI DEFAULT

Section 11.01 Default by County.

The occurrence of any one or more of the following shall constitute an Event of Default by County under this Lease: (i) County's failure to pay any sum due hereunder

within fifteen (15) days after the same shall become due; (ii) County's failure to perform or observe any of the agreements, covenants or conditions contained in the Lease on County's part to be performed or observed if such failure continues for more than thirty (30) days after notice from Landlord unless the same is of such a nature that it cannot reasonably be cured within such a time period, in which event County shall be entitled to a reasonable period under the circumstances; or (iii) County's vacating or abandoning the Premises. If any Event of Default occurs, then at any time thereafter while the Event of Default continues, Landlord shall have the right to give County notice that Landlord intends to terminate this Lease upon a specified date not less than thirty (30) days after the date notice is received by County, and this Lease shall then expire on the date specified as if that date had been originally fixed as the expiration date of the Term of this Lease. If, however, the default is cured within the thirty (30) day period (or such longer period as agreed to under subparagraph (ii) above) and the Landlord is so notified, this Lease will continue. In the event of County's default, County shall not be relieved of its obligations to pay Rent.

Section 11.02 Default by Landlord.

Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within a reasonable time, but in no event later than thirty (30) days after written notice by County to Landlord, specifying wherein Landlord has failed to perform such obligations; provided, however, that if the nature of Landlord's obligations is such that more than 30-days are required for performance then Landlord shall not be in default if Landlord commences performance within such 30-day period and thereafter diligently pursues the same to completion.

ARTICLE XII ANNUAL BUDGETARY FUNDING

This Lease and all obligations of County hereunder are subject to and contingent upon annual budgetary funding and appropriations by the Palm Beach County Board of County Commissioners.

ARTICLE XIII QUIET ENJOYMENT

Upon payment by the County of the Rent, Additional Rent, and other charges herein provided, and upon the observance and performance of all the covenants, terms and conditions on County's part to be observed and performed, County shall peaceably and quietly hold and enjoy the Premises for the Term hereby demised without hindrance or interruption by Landlord or any other person or persons lawfully or equitably claiming by, through or under the Landlord, subject, nevertheless, to the terms and conditions of this Lease.

ARTICLE XIV MISCELLANEOUS

Section 14.01 Entire Agreement.

This Lease and any Exhibits attached thereto, constitute all agreements, conditions and understandings between Landlord and County concerning the Premises. All representations, either oral or written, shall be deemed to be merged into this Lease. Except as herein otherwise provided, no subsequent alteration, waiver, change or addition to this Lease shall be binding upon Landlord or County unless reduced to writing and signed by them.

Section 14.02 Notices.

All notices, consents, approvals, and elections (collectively “notices”) to be given or delivered by or to any party hereunder shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service (provided in each case a receipt is obtained), telecopied, faxed or emailed, or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested. The effective date of any such notice shall be the date of delivery of the notice if by personal delivery, courier service, or national overnight delivery service, or on the date of transmission with confirmed answer back if telecopier, fax or email if transmitted before 5PM on a business day and on the next business day if transmitted after 5PM or on a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties designate the following addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

- (a) If to the County at:

Property and Real Estate Management Division
Attention: Director
2633 Vista Parkway
West Palm Beach, FL 33411-5605
Telephone: 561-233-0217
Fax: 561-233-0210
Email: rhering@pbcgov.org

with a copy to:

Palm Beach County Attorney’s Office
Attention: Real Estate
301 North Olive Avenue, Suite 601
West Palm Beach, Florida 33401
Telephone: 561-355-2225
Fax: 561-355-4398

Palm Beach County Sheriff’s Office
Attention: Legal Advisor’s Office
3228 Gun Club Road
West Palm Beach, FL 33406

- (b) If to the Landlord at:

Oxbridge Academy Foundation, Inc.
Attn.: Sam Cruz, CFO, VP and Treasurer
3151 Military Trail
West Palm Beach, FL 33409
Telephone: 561-972-9809
Email: scruz@oapb.org

With a copy to:
Email: pierre.azzi@oxbow.com

Any party may from time to time change the address at which notices under this Lease shall be given such party, upon three (3) days prior written notice to the other parties.

Section 14.03 Severability.

If any term of this Lease or the application thereof to any person or circumstances shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Lease shall be valid and enforceable to the fullest extent permitted by law.

Section 14.04 Broker's Commission.

County represents and warrants that County has not dealt with any real estate salesperson, agent, finder or broker in connection with this Lease.

Section 14.05 Recording.

County shall not record this Lease, or any memorandum or short form thereof, without the written consent and joinder of Landlord, which may be granted or withheld at Landlord's sole discretion. Any recording shall be done at County's sole expense.

Section 14.06 Waiver of Jury Trial.

THE PARTIES HERETO WAIVE TRIAL BY JURY IN CONNECTION WITH PROCEEDINGS OR COUNTER CLAIMS, BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER, IN CONNECTION WITH THIS LEASE.

Section 14.07 Governing Law and Venue.

This Lease shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Lease will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

Section 14.08 Radon.

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 County's public health unit.

Section 14.09 Time of Essence.

Time is of the essence with respect to the performance of every provision of this Lease in which time of performance is a factor.

Section 14.10 Waiver.

The waiver by Landlord of any default of any term, condition or covenant herein contained shall not be a waiver of such term, condition or covenant, or any subsequent default of the same or any other term, condition or covenant herein contained.

The consent or approval by Landlord to or of any act by County requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent to or approval of any subsequent similar act by County.

Section 14.11 Non-exclusivity of Remedies.

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

Section 14.12 Construction.

No party shall be considered the author of this Lease since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final agreement. Thus, the terms of this Lease shall not be strictly construed against one party as opposed to the other party based upon who drafted it. In the event that any section, paragraph, sentence, clause, or provision hereof is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Lease and the same shall remain in full force and effect.

Section 14.13 Incorporation by Reference.

Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Lease by reference.

Section 14.14 Survival

Notwithstanding any early termination of this Lease, the Parties shall remain obligated hereunder to perform any duty, covenant or obligation imposed upon such party hereunder arising prior to the date of such termination.

Section 14.15 No Third-Party Beneficiary.

No provision of this Lease is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Lease, including but not limited to any citizen or employees of the Landlord and/or County.

Section 14.16 Office of the Inspector General.

Palm Beach County has established the Office of the Inspector General. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and audit, investigate, monitor, and inspect the activities of the parties or entities with which the County enters into agreements, their officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. All parties or entities doing business with the County or receiving County funds shall fully cooperate with the Inspector General including granting the Inspector General access to records relating to the agreement and transaction.

Section 14.17 Effective Date of Lease.

This Lease is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners and shall become effective only when signed by all parties.

Section 14.18 Public Entity Crimes.

As provided in Section 287.132-133, Florida Statutes, by entering into this contract or performing any work in furtherance hereof, the Landlord certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of

Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

Section 14.19 Headings.

The paragraph headings or captions appearing in this Lease are for convenience only, are not part of this Lease, and are not to be considered in interpreting this Lease.

Section 14.20 Condemnation.

If the Premises, or any part thereof, or any improvements thereto, shall be taken, appropriated or condemned by exercise of the power of eminent domain, or conveyed or transferred pursuant to an agreement in lieu of condemnation, Landlord shall be entitled to the entire award therefor, including, without limitation, any award relating to both County's leasehold estate and Landlord's reversionary interest in the fee simple estate, without deduction, claim or setoff for any present or future estate of County. County hereby assigns and relinquishes to Landlord all right, title and interest in such award and shall execute all documents required to evidence such result. Notwithstanding the foregoing, County shall be entitled to pursue in such condemnation proceeding such award as may be allowed for moving expenses, business damages, and value of any crops. In the event of a total taking of the Premises, the rent shall be prorated to, and this Lease shall terminate upon, the date title vests in the condemning authority. Notwithstanding such termination, County shall remain liable for all matters arising under this Lease prior to such termination. In the event of a partial taking, Rent shall be reduced on a prorata basis. In the event of a temporary taking, Rent shall be abated on a pro rata basis for the period of time County is unable to use the portion of the Premises temporarily taken. After such period, Rent shall be restored to the Rent which would have been then due without regard to such taking. Landlord shall have no obligation to restore the Premises improvements or otherwise perform any work upon same as a result of any such taking.

Section 14.21 Scrutinized Companies.

A. As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, the Landlord certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725. Pursuant to F.S. 287.135(3)(b), if Landlord is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Agreement may be terminated at the option of the County.

B. When contract value is greater than \$1 million: As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, the Landlord certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

If the County determines, using credible information available to the public, that a false certification has been submitted by Landlord, this Agreement may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Agreement renewal, if applicable.

Section 14.22 Public Records.

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the Landlord: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., the Landlord shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The Landlord is specifically required to:

A. Keep and maintain public records required by the County to perform services as provided under this Agreement.

B. Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The Landlord further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.

C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement, if the Landlord does not transfer the records to the public agency.

D. Upon completion of the Agreement the Landlord shall transfer, at no cost to the County, all public records in possession of the Landlord unless notified by County's representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If the Landlord transfers all public records to the County upon completion of the Agreement, the Landlord shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the Landlord keeps and maintains public records upon completion of the Agreement, the Landlord shall meet all applicable requirements for retaining public records. All records stored electronically by the Landlord must be provided to County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

Failure of the Landlord to comply with the requirements of this article shall be a material breach of this Agreement. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. Landlord acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

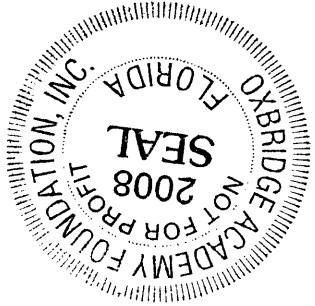
IF THE LANDLORD HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LANDLORD'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE BUSINESS AND COMMUNITY AGREEMENTS MANAGER AT FACILITIES, DEVELOPMENT AND OPERATIONS DEPARTMENT, 2633 VISTA PARKWAY, WEST PALM BEACH, FL 33411-5605 OR BY E-MAIL AT MBRODERICK@PBCGOV.ORG OR BY TELEPHONE AT 561-233-5252.

Section 14.23 Access and Audits

The Landlord shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Lease. The County shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Landlord's place of business.

IN WITNESS WHEREOF, the parties hereto have duly executed this Lease as of the day and year first above written.

(Corporate Seal)



**OXBRIDGE ACADEMY
FOUNDATION, INC.**

ATTEST:

By: [Signature]
Sam Cruz, CFO, VP and Treasurer

[Signature]
[Signature]

By: [Signature]
Scott Humphrey, Secretary

ATTEST:
SHARON R. BOCK
CLERK & COMPTROLLER

PALM BEACH COUNTY, a political
subdivision of the State of Florida

By: _____
Deputy Clerk

By: _____
Dave Kerner, Mayor

Signed and delivered
in the presence of:

Witness Signature

Print Witness Name

Witness Signature

Print Witness Name

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

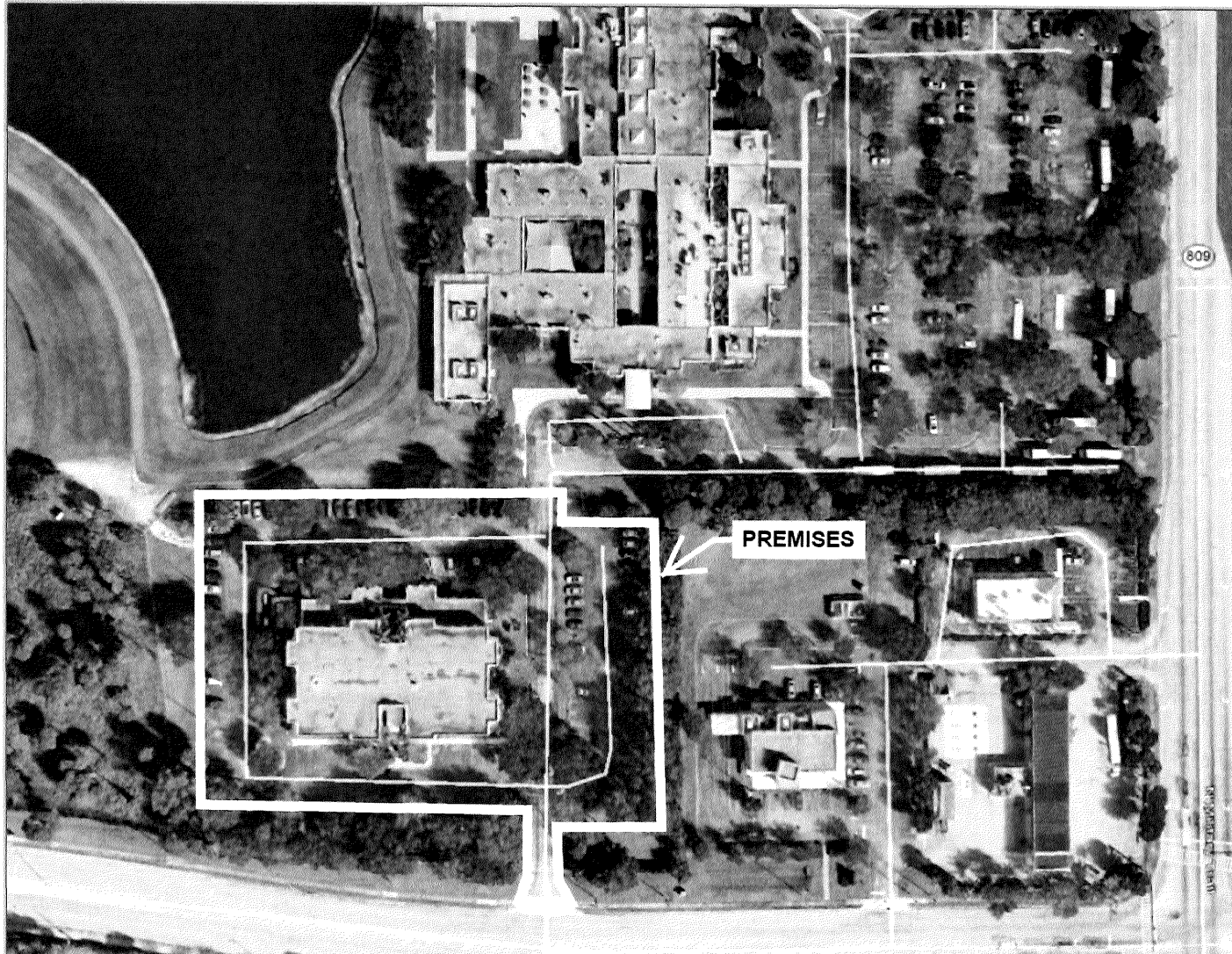
APPROVED AS TO TERMS AND
CONDITIONS

By: [Signature]
County Attorney

By: [Signature]
Department Director

EXHIBIT "A"

PREMISES



**EXHIBIT B
LANDLORD'S WORK**

The following work (design [if required], permitting and construction) shall be completed by the Landlord . The following list assumes a Level 1 Alteration based on FBC 6th Edition 2017 Existing Building Code.

Item	Description	Comments
1	Repair all light fixtures to operational condition or replace, including those in stairwells.	
2	Repair/replace all emergency and exiting lighting to operational condition.	
3	All communications cabling to remain and be re-used unless otherwise noted in Exhibit D.	
4	Correct transformer labels in 1 st Floor Electrical Room. Change two pole breakers to single pole breakers.	
5	Replace missing receptacle cover plate in Room 233.	
6	Repair/replace lightning protection on 1 st Flr roof. UL Master label certification to be provided.	
7	RESERVED	
8	Repair/replace all exterior lighting so in operational condition.	
9	Provide smoke detector above FACP panel in hallway on 1 st Floor.	
10	Fire alarm monitoring devices and lock and chain were observed. Confirm which monitoring method is being used.	
11	Existing FACP is Notifier 5000, no longer in manufacture. Fire alarm shall be tested and certified.	
12	Strobe coverage is insufficient in hallways, open area work spaces, conference rooms, etc. Strobe monitoring heights vary. Complete survey shall be made for compliance with proposed room occupancy type.	
13	FM 200 fire suppression system shall be fully tested and recertified in 2 nd Floor computer room.	
14	RESERVED	
15	Fire alarm shutdown relays at AHUs appear to be missing and shall be provided.	
16	Mag locks were observed on several access controlled doors. Fire Alarm release/interlocks shall be tested for release during alarm conditions.	
17	Fire protection system shall be recertified, flow test shall be performed and Fire Alarm to be verified.	
18	Recertify all interior and exterior fire extinguishers in August 2020.	
19	RESERVED	
20	RESERVED	
21	RESERVED	

22	Replace HVAC units, AHU, and VAVs for proposed load and provide test and balance. This scope will include replacing all corroded disconnects. Clean existing ductwork as necessary to remove any debris, dust or growth.	
23	RESERVED	
24	Elevator needs to be re-inspected and certified.	
25	Verify mounting height of single water coolers for compliance with ADA requirements.	
26	Repair or replace all water coolers/drinking fountains into operational condition.	
27	Repair/replace all toilet and sink fixtures into operational condition.	
28	Replace toilet seat in 1 st Floor Womens restroom in 2 nd stall.	
29	RESERVED	
30	RESERVED	
31	Rework copper line at West side of building	
32	Replace roof	
33	Replace/repair exterior doors, as necessary to provide barrier from water intrusion, particularly roof top patio doors. Removal of doors not required for egress is acceptable.	Notice exterior door hinges at 2 doors on West side need to be replaced.
34	Pressure clean exterior of building, patch, seal and paint as necessary.	Replace rusted stucco corner bead at North side window head at West side HC parking space.
35	Wrap entrance columns and paint to match building.	
36	Correct concrete slab and sidewalk elevations marked by County.	
37	Remove old building sign supports at North & south high walls.	
38	RESERVED	
39	Replace damaged ceiling tiles, install ceiling tiles where missing.	
40	Install bi-fold doors at 1 st Floor corridor.	
41	Add/replace room numbers to be compliant with building code/fire code.	
42	Repair any non-operational door hardware and provide a key for each (or a master).	

**EXHIBIT D
LESSEE'S WORK**

Except for Items 10,11, and 12, the following work (design [if required], permitting and construction) will be completed by the Landlord .

Item	Description	Comments
1	RESERVED	
2	Add new/relocate power receptacle connected to back-up power panel.	Plan dated 4/14/20
3	RESERVED	
4	Install new Cat 5 data cabling for new AiPhone device with door release at reception desk.	Plan dated 4/14/20. New Aiphone device procured and installed by County
5	Add/relocate power to coordinate with office equipment locations	Plan dated 4/14/20.
6	Add new Cat 5 (at a minimum) data cabling, or relocate existing data cabling to coordinate with equipment locations. Place 2 cables at each new location unless otherwise noted.	Plan dated 4/14/20.
7	Remove existing millwork/partial wall at Rooms 201, 225, 237, 246, 220, 103, 137, and 243.	Plan dated 4/14/20.
8	Install new upper and lower cabinets at location shown on drawing dated 4/14/20.	Cabinet style by Lessee
9	Install new sink at location shown on drawing dated 4/14/20. _____	Sink style by Lessee. Elkay LWR2522R3 with Moen 7425 faucet
10	New wall mounted sign, with removable insert	By County
11	New wall mounted signage at lobby reception as shown on drawing dated 4/14/20.	By County
12	Install new vinyl sign at glass door	By County
13	RESERVED	
14	Install conduit and pull string for ACCC to new card reader locations. Retrofit existing doors at new card reader locations for mag locks.	Plan dated 4/14/20. ACCC cable and card readers by County.
14b	Provide pathway and pull string to any existing card reader location.	Plan dated 4/14/20. ACCC cable and card reader install by County.
15	RESERVED	
16	Run 20 data cables and leave in ceiling, 12 for the 1 st floor and 8 for the 2 nd floor for WiFi. Locations identified on the 4/14/20 plan. Leave 10' of cable coiled in ceiling at each location.	
17	Install Cat 5 cabling to all existing exterior camera locations. Add Cat 5 cabling to one new location shown on the plan	Plan dated 4/14/20. County to provide and install new camera.

Except for any communications infrastructure identified on this Exhibit, the County shall provide all of its own telephone services, office equipment and supplies, Information Technology (IT) needs, card reader boxes, cameras, WiFi nodes, UPS and switches within the server room.

**EXHIBIT E
RESERVED**

EXHIBIT F
PAYMENT PROCESS FOR COSTS OF APPROVED CONTRACTS

1.1 Payment of Actual Costs. The County shall pay any and all Actual Costs to the Landlord within 30 calendar days of County receipt of a complete and certified pay requisition.

1.2 Limitation. The County shall only be required to pay for Actual Costs.

1.3 Requisition Process.

1.3.1 No more frequently than monthly, the Landlord shall be entitled to submit to the County a payment certification and requisition for Actual Costs incurred, which shall include a copy of the Consultants or Contractor application for payment, certified by the Landlord and the applicable Consultant or Contractor pay requisition in accordance with the requirements of **Exhibit F-1** attached hereto. The Landlord agrees to deliver to the County such back-up materials as the County may reasonably require, and to which the Landlord has reasonable access. Unless the County disputes all or a portion of any charge set forth in said payment certification and requisition, the County shall make payments to the Landlord in the amounts due to: (a) the Consultant, pursuant to each Consultant Contract; and (b) the Contractor, pursuant to each Construction Contract; within 30 days from the date of receipt of a complete payment certification and requisition from the Landlord. The Consultant's or Contractor's application for payment must also be accompanied by the Affidavit set forth in Section 1.3.2 below. To the extent that the County disputes all or part of the payment requested by the payment certification and requisition, the County shall make partial payment of the non-disputed amount and provide notice of the disputed amount and reason for the dispute to the Landlord within ten (10) days of receipt of the payment certification and requisition.

1.3.2 With each payment certification and requisition submitted to the County, the Landlord shall deliver to the County from each Contractor or Consultant for which payment is requested, as the case may be, fully executed Affidavit of Disbursement of Previous Payments in the amount of the immediately prior payment for the applicable Contractor or Consultant, as the case may be, excepting any claims that remain in dispute. The County shall not release payment for any portion of the Landlord Improvement's performed by the Consultant(s) or the Contractor(s), as the case may be, unless the payment certification and requisition submitted to the County is accompanied by the Affidavit of Disbursement of Previous Payments for the Consultant(s) or the Contractor. However, the County may, but shall not be required to, make payments on account of the respective Construction Contract or Consultant's Contract without such affidavit, if the Contractor or Consultant presents to the Landlord, and the Landlord presents to the County, a consent of surety to such payment, from the Contractor's or Consultant's surety, in form acceptable to the County.

1.4 Payment of Contractors/Consultants. The receipt of such payment by the Landlord is hereby deemed to be a condition precedent to the Landlord's obligation to transmit payments to the Consultant(s) or the Contractor(s). In the event that the County fails to make payment to the Landlord in the entire amount of any payment certification and requisition submitted by the Landlord, the Landlord shall only be obligated to transmit payment to the Consultant(s) or the Contractor(s) in the amount actually received from the County. Notwithstanding the above, the receipt of payment from the County is not a condition precedent to the extent the payment request represents payment to a Consultant(s) or Contractor(s) for work that was not included in the Construction Contract as amended by change order.

1.5 Time for Payment. Upon receipt of payment from the County with respect to any payment certification and requisition, the Landlord shall transmit payment to the

Consultant or the Contractor, in the exact amount received from the County, within five (5) business days from the date of the Landlord's receipt of such payment from the County.

1.6 Payment Disputes. The Parties agree that timely payment of Landlord's Contractors and Subcontractors for undisputed work is not only required under Florida law but is also good public policy and business practice. It is the Landlord's obligation to resolve payment disputes among its Contractors and Subcontractors. If a Contractor of the Landlord disputes a portion of a Subcontractor's payment request, the Landlord must ensure that the Contractor submits the undisputed portion of the request for payment in a timely manner. The Landlord must put in place a payment dispute resolution procedure with its Contractors whereby all payment disputes between Contractors and Subcontractors that cannot be resolved between the Contractor and the Subcontractor must finally be determined by the Landlord. Such procedure must provide that proceedings to resolve the dispute are commenced within forty-five (45) Days of the date that the claim/undisputed payment request was received by the Landlord and concluded by the Landlord within sixty (60) days of the date the claim/undisputed payment request was received by the Landlord. The Landlord must put in place procedures for making payment directly to Subcontractors for undisputed work in the event a Contractor refuses to process a Subcontractor's claim for payment for undisputed work.

EXHIBIT F-1

PAYMENT CERTIFICATION AND REQUISITION

Board of County Commissioners
Palm Beach County, Florida

Name of Contract (Payee): Oxbridge Academy Foundation, Inc. (Oxbridge)

Amount to be Paid: \$

Oxbridge has submitted a payment certification and requisition (with accompanying bills) to Palm Beach County, Florida (the "County") for payment for the above-referenced Contract of the Amount set forth above from moneys held by the Clerk. In this regard, the undersigned hereby certify as follows:

- (i) that the obligation described above was incurred and is a proper charge under the Lease.
- (ii) that the obligations described above have been incurred by Oxbridge and that each item thereof is a proper charge under the Lease and has not been the basis of any previous payment;
- (iii) that all prior distributions made pursuant to previous Payment Requisitions relating to the Facility were applied in the manner set forth in such Payment Requisition;
- (iv) that all required insurance and governmental approvals needed for the construction of the Alterations, at this time, is in full force and effect;
- (v) that the Work performed to date has been satisfactorily performed in accordance with the contractual requirements; and
- (vi) that there has not been filed with or served upon Oxbridge notice of any valid lien, right to lien or attachment upon, or claim affecting the right to receive payment of, any moneys payable to any of the persons named in such requisition which has not been released or will not be released simultaneously with the payment of such obligation.

Oxbridge Academy Foundation, Inc.

By: _____
Signature

Print Name and Title:

EXHIBIT G CHANGE ORDERS

Prior to the Landlord approving any amendment, change or deviation to an Approved Contract (Change Order), the Landlord shall seek the approval of the Lessee. The Landlord shall include sufficient details in each change order request to enable the Lessee's review for consistency with the terms of this Lease. In the change order request, the Landlord shall also identify whether the change order is related to Exhibit B, C, or D and provide an accounting reflecting the amended Landlord's Improvement Costs, or Lessee's Improvement Costs, if the change order were to be approved.

The Lessee shall only approve change orders to work on Exhibit B or C if the cause of the change order was due to an unforeseen condition. Change orders which are the result of conflicts, discrepancies, errors or omissions on the design plans or within the contract and the commonly accepted knowledge base of a licensed general contract, or subcontractors, trades person, manufacturers or other parties required to perform pursuant to an Approved Construction contract shall not be the basis for a change order, but instead should be corrected or clarified prior to the Construction Contract being approved.

If an unforeseen condition triggers a code requirement that mandates additional or broader updates be made, the Landlord and the County shall meet to determine a mutually agreeable solution which may include raising the maximum amount of the rent credit (if applicable to work in Exhibit B or C) or modifying the scope of work to eliminate the need for the code required upgrade. Such solution will be documented in the form of a change order.

The Landlord shall make it clear in each Consultant Contract and Construction Contract that the Contractor's failure to investigate the rules, codes, regulations, statutes, and ordinance of all applicable governmental entities having jurisdiction, will not be a basis for a change order.

EXHIBIT H
LIST OF ALLOWABLE TENANTS

Board of County Commissioners
County Administration
Public Affairs
Legislative Affairs
County Engineers Office
Clerk and Comptroller's Office
Office of Financial Management and Budget
County Attorney's Office
Information System Services
Internal Auditor
Office of Inspector General
Commission on Ethics

LANDLORD'S DISCLOSURE OF BENEFICIAL INTERESTS

TO: PALM BEACH COUNTY CHIEF OFFICER, OR HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, this day personally appeared Scott Humphrey, hereinafter referred to as "Affiant", who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant is the Secretary and General Counsel of Oxbridge Academy Foundation., Inc., a Florida not-for-profit corporation, (hereinafter the "Landlord") which entity is the owner of the real property legally described on the attached Exhibit "A" (the "Property" which Landlord is leasing to Palm Beach County.

2. Affiant's address is: 1601 Forum Place, Suite P2, West Palm Beach, FL 33401.

3. Attached hereto, and made a part hereof, as Exhibit "B" is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater beneficial interest in Landlord and the percentage interest of each such person or entity.

4. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

5. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct, and complete, and will be relied upon by Palm Beach County relating to its lease of the Property.

FURTHER AFFIANT SAYETH NAUGHT.

 , Affiant

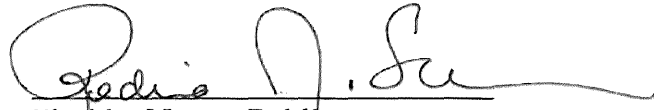
Print Affiant Name: Scott Humphrey

April 23, 2020

Attachment 4

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 23rd day of April, 2020, by Scott Humphrey, Secretary and General Counsel of Oxbridge Academy Foundation, Inc., a Florida not for profit corporation who is personally known to me or who has produced _____ as identification.


Florida -Notary Public
Rodina MacLean Schramm

My Commission Expires: 11-8-2022

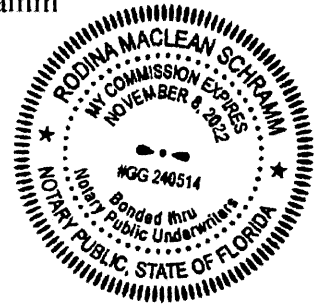


EXHIBIT "A"

That portion of the Plat of Oxbridge Academy of the Palm Beaches known as the "South Building" with an address of 4601 Community Drive, West Palm Beach, FL 33417 along with the adjacent parking area, as recorded in Plat Book 116, page 191 of the Public Records of Palm Beach County, Florida.

EXHIBIT "B"

**SCHEDULE TO BENEFICIAL
INTERESTS IN PROPERTY**

Owner is only required to identify five percent (5%) or greater beneficial interest holders. If none, so state. *Owner* must identify individual owners. If, by way of example, *Owner* is wholly or partially owned by another entity, such as a corporation, *Owner* must identify such other entity, its address and percentage interest, as well as such information for the individual owners of such other entity.

NAME	ADDRESS	PERCENTAGE OF INTEREST
------	---------	---------------------------

None. Oxbridge Academy Foundation, Inc. is a 501(c)(3) organization. There are no individuals or entities that have a beneficial interest in its assets.

BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 4/27/2020

REQUESTED BY: Karyn Sykes

PHONE: 561-233-2011

PROJECT TITLE: Oxbridge Academy Foundation, Inc. - Improvements & Lease
 (Same as CIP or IST, if applicable)

ORIGINAL CONTRACT AMOUNT: \$ 1,796,000

IST PLANNING NO.:

REQUESTED AMOUNT: \$ 1,796,000

BCC RESOLUTION#:

CSA or CHANGE ORDER NUMBER:

DATE:

LOCATION: 4601 Community Drive, West Palm Beach, FL

BUILDING NUMBER:

DESCRIPTION OF WORK/SERVICE LOCATION: Improvements & Lease

PROJECT/W.O. NUMBER:

CONSULTANT/CONTRACTOR:

PROVIDE A BRIEF STATEMENT OF THE SCOPE OF SERVICES TO BE PROVIDED BY THE CONSULTANT/CONTRACTOR:

CONSTRUCTION	\$	
PROFESSIONAL SERVICES	\$	1,796,000
STAFF COSTS*	\$	
EQUIP. / SUPPLIES	\$	
CONTINGENCY	\$	
TOTAL	\$	1,796,000

** By signing this BAS your department agrees to these CID staff charges and your account will be charged upon receipt of this BAS by FD&O. Unless there is a change in the scope of work, no additional staff charges will be billed. If this BAS is for construction costs of \$250,000 or greater, staff charges will be billed as actual and reconciled at the end of the project. If the project requires Facilities Management or ESS staff your department will be billed actual hours worked upon project completion.*

BUDGET ACCOUNT NUMBER(S) (Specify distribution if more than one and order in which funds are to be used):

FUND: 3804 DEPT: 411 UNIT: B545-02 OBJ: 4907

IDENTIFY FUNDING SOURCE FOR EACH ACCOUNT: (check and provide detail for all that apply)

- Ad Valorem (Amount \$ _____) Infrastructure Sales Tax (Amount \$ _____)
- State (source/type: _____ Amount \$ _____) Federal (source/type: _____ Amount \$ _____)
- Grant (source/type: _____ Amount \$ _____) Impact Fees: (Amount \$ _____)
- Other (source/type: _____ Amount \$ _____)

Department: Facilities Development & Operations

BAS APPROVED BY: 

DATE 4/27/2020

ENCUMBRANCE NUMBER: _____