

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY**

Meeting Date: April 21, 2026

Consent

Regular

Ordinance

Public Hearing

Department: **Facilities Development & Operations**

**I. EXECUTIVE BRIEF**

**Motion and Title: Staff recommends motion to receive and file:** a Tenant Estoppel Certificate (TEC) to T.D. Bank, N.A., a national banking association and its successor and assigns, and Fidelity Title Insurance Company, for a portion of the property located at 1200 South Congress Avenue in Palm Springs (Premises) which the County leases for Palm Tran Connection paratransit operations.

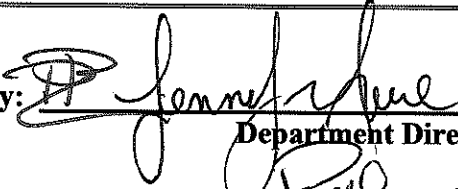
**Summary:** On April 8, 2025, the Board of County Commissioners (BCC) approved a Lease Agreement (R2025-0517) (Lease) with MG Congress, LLC, a Florida limited liability company, to lease the Premises for a term of eight (8) years commencing June 2, 2025 to provide centralized operations for the Palm Tran Connection paratransit services. A TEC was executed on December 30, 2025, on behalf of the BCC by the County Administrator or designee, who in this case is the Director of the Facilities Development and Operations Department pursuant to the PREM Ordinance (2024-021). TECs are normal and customary in real estate transactions. The executed TEC is now being submitted to the BCC as a receive and file. There is no fiscal impact associated with the approval of this item. Palm Tran will continue to have administrative responsibilities for the Lease. **(Property & Real Estate Management) District 3 (HJF)**


**Background and Justification:** In accordance with County PPM CW-O-051, all delegated contracts, agreements, and grants must be submitted by the initiating Department as a receive and file agenda item. The BCC approved the Lease of the Premises on April 8, 2025, to lease the Premises for a term of eight (8) years commencing June 2, 2025, with two (2) seven (7) year renewal options, at an annual rent of \$2,065,000 (\$172,083.33/month) with 3% annual increases and subject to further increase to fair market rent at the commencement of each Extension Term. The property was acquired by MGX I, LLC, MGX II, LLC, and MGX III, LLC, each a Florida limited liability company (collectively, the MGX Entities). Jon Samuel is the manager of the MGX Entities and MG Congress, LLC. The PREM Ordinance provides delegated authority to the County Administrator or designee, who in this case is the Director of the Facilities Development and Operations Department, to execute estoppel certificates, which are standard in the administration of leases.

**Attachments:**

1. Location Map
2. Tenant Estoppel Certificate

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Recommended By:  Department Director April 2, 2026 Date

Approved By:  Deputy County Administrator 4/9/26 Date

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2026	2027	2028	2029	2030
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	_____	_____	_____	_____	_____
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	_____	_____	_____	_____	_____

Is Item Included in Current Budget?                      Yes \_\_\_ No X

Does this item include the use of federal funds?      Yes \_\_\_ No X

Does this item include the use of State funds?        Yes \_\_\_ No X

Budget Account No:              Fund    \_\_\_    Dept    \_\_\_    Unit    \_\_\_    Object    \_\_\_

**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

There is no fiscal impact associated with the TEC.

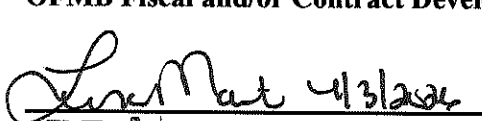
Fixed Asset Number: N/A

PCN: 70-43-44-08-00-000-3090

C. Departmental Fiscal Review: 

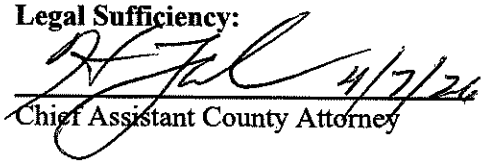
**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Development Comments:**

  
 OFMB <sup>DA</sup> <sub>4/3</sub> <sup>MP</sup> <sub>4/3</sub>

  
 Contract Development and Control 267 4.6.20

**B. Legal Sufficiency:**

  
 Chief Assistant County Attorney

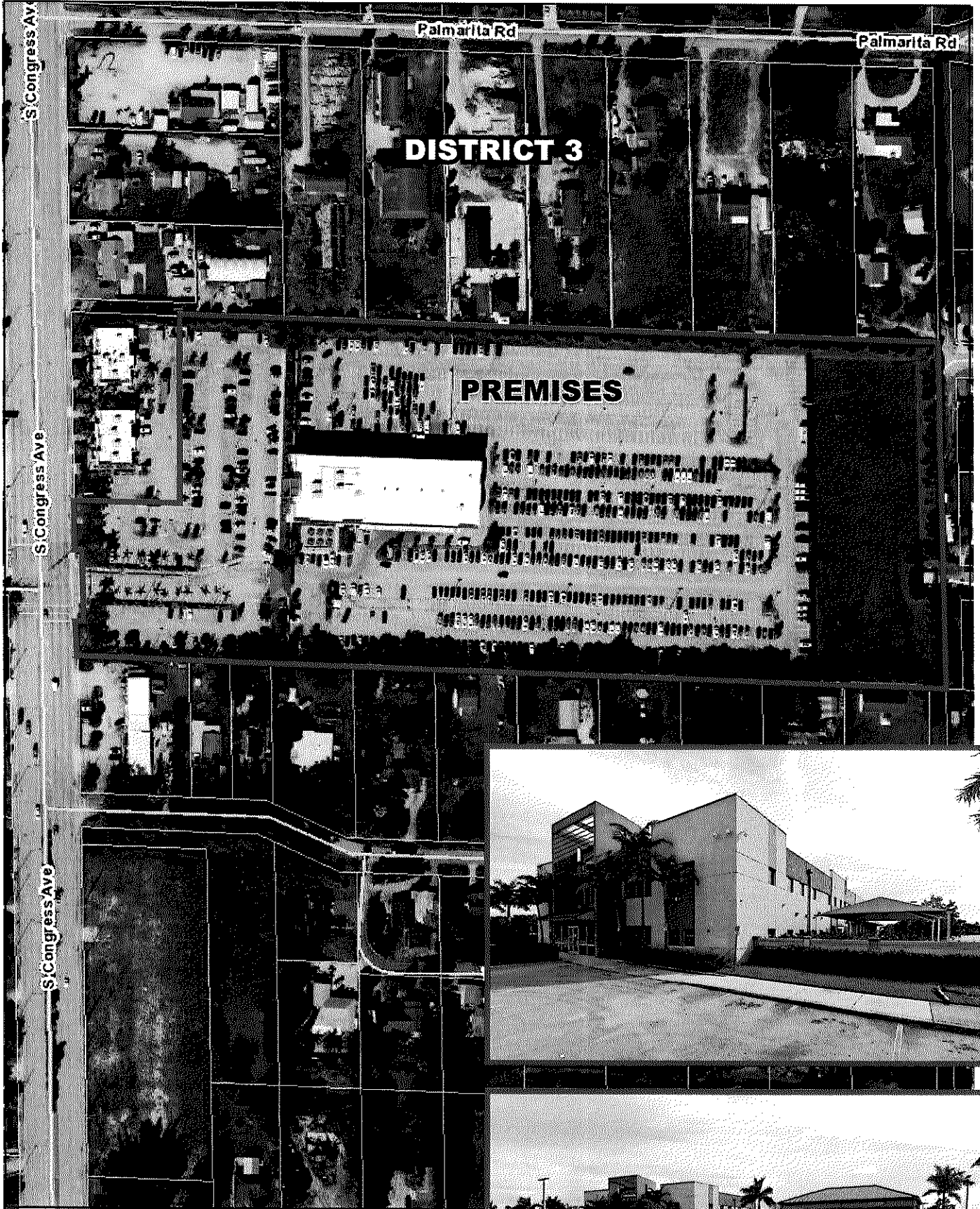
**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

**This summary is not to be used as a basis for payment.**

# LOCATION MAP

70-43-44-08-00-000-3090



February 20, 2025



**Attachment # 1**

**Attachment #2**

**Tenant Estoppel Certificate**

## TENANT ESTOPPEL CERTIFICATE

The undersigned, PALM BEACH COUNTY, a political subdivision of the State of Florida, ("**Tenant**"), under that certain Lease Agreement dated April 8, 2025 between MGX I, LLC, MGX II, LLC and MGX III, LLC (as successors in interest to MG Congress, LLC) (collectively the "**Landlord**"), does hereby certify to (a) TD Bank, N.A., a national banking association and its successors and assigns ("**Lender**"), and (b) Fidelity Title Insurance Company, as follows as of the date hereof:

1. Attached hereto as Exhibit A is a true and complete copy of the Lease Agreement, and all endorsements, modifications, supplements, guarantees, and other agreements relating thereto (collectively, the "**Lease**").

2. The Lease is presently in full force and effect and has not been amended, modified, or assigned, except as set forth in Exhibit A. Tenant has no notice of any assignment, pledge, or hypothecation by Landlord of the rents due under the Lease since the date of the Lease.

3. The term of the Lease has commenced and the full rental, together with additional rent as provided in the Lease, is now accruing thereunder. The fixed monthly rental (the "**Fixed Rent**") as of the date hereof is \$172,083.33. There exists no dispute between Landlord and Tenant as to the Fixed Rent as provided in the Lease.

4. The premises demised pursuant to the Lease (the "**Premises**"), including any improvements required by the terms of the Lease to be made by Landlord, have been completed to the satisfaction of Tenant, and Tenant has accepted possession of the same pursuant to the Lease. All construction obligations and other material obligations relating to the preparation of the Premises for occupancy by Tenant to be performed by Landlord pursuant to the Lease have been satisfied. All payments, if any, required to be made by Landlord to Tenant for any leasehold improvements have been made.

5. The commencement date of the Lease was June 2, 2025 ("**Lease Commencement Date**") and the initial Term will expire June 30, 2033.

6. Tenant has two (2) successive seven (7) year option periods to extend the Term provided Tenant is not then in default as follows: (i) July 1, 2033 – June 30, 2040; and (ii) July 1, 2040 – June 30, 2047.

7. The Fixed Rent due under the Lease has been paid as provided in the Lease through December 31, 2025, and no payment due under the Lease has been made more than 30 days in advance of its due date.

8. There exist no defenses or offsets to the enforcement of the Lease by Landlord, and there are no defaults or breaches on the part of the Landlord under the Lease. No event has occurred which, with the passage of time, the giving of notice, or both, would constitute a default or breach under the Lease. Tenant is not entitled to any abatements, offsets, credits, or

deductions of the Fixed Rent or Additional Rent due under the Lease. Tenant has no present right to cancel or terminate the Lease under the terms thereof or otherwise.

9. Except as expressly set forth in Section 1.06 of the Lease, there exist no options to purchase, rights of first refusal, rights of first offer, options to renew, or options to expand or contract the Premises, in favor of Tenant.

10. Tenant has not executed or otherwise agreed to any sublease, assignment, or other rental or occupancy agreement with respect to the Premises.

11. The amount of security deposit and all other deposits paid to Landlord is \$0.00.

12. The address for notices to be sent to Tenant is:

Property & Real Estate Management Division  
Attention: Director  
2633 Vista Parkway  
West Palm Beach, Florida 33411-5605

with a copy to:

Palm Beach County Attorney's Office  
Attention: Real Estate  
301 North Olive Avenue, Suite 601  
West Palm Beach, Florida 33401

13. No petition has been filed by or against Tenant or any guarantor of the Lease for protection under bankruptcy, creditor's rights, insolvency, or other similar statutes.

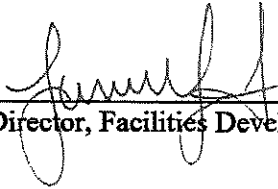
This certification may be relied upon by Lender and its successors and assigns, and Fidelity National Title Insurance Company, as well as any persons dealing with any of such parties.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.**

**SIGNATURE PAGE TO FOLLOW.**

**SIGNATURE PAGE to TENANT ESTOPPEL CERTIFICATE**

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

By:   
Director, Facilities Development & Operations

**APPROVED AS TO FORM &  
LEGAL SUFFICIENCY**

By: **Howard J. Falcon III**   
**Falcon III**  
Assistant County Attorney

**APPROVED AS TO TERMS  
AND CONDITIONS**

By: **Purvi Bhogaita**   
Director, Property & Real Estate  
Management Division

Dated: December 30, 2025

**EXHIBIT A**

**Lease**

R 2025 0517

APR 08 2025

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**LEASE AGREEMENT**

**between**

**MG CONGRESS, LLC**

**A FLORIDA LIMITED LIABILITY COMPANY**

**(Landlord)**

**and**

**PALM BEACH COUNTY,**

**A POLITICAL SUBDIVISION OF THE**

**STATE OF FLORIDA**

**(County)**

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R 2025 0517

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease"), made and entered into ~~APR 08 2025~~, 2025 by and between MG CONGRESS, LLC, a Florida limited liability company, ("Landlord") and PALM BEACH COUNTY, a political subdivision of the State of Florida, ("County") ("Landlord" and "County" collectively referenced as the "Parties" or individually as a "Party").

WITNESSETH:

WHEREAS, Landlord is the contract purchaser of certain real property in Palm Beach County, Florida, located at 1200 South Congress Avenue, Palm Springs, Florida (Parcel Control Number 70-43-44-08-00-000-3090), property is legally described in Exhibit "A" attached hereto and by reference made a part hereof (the "Property"); and

WHEREAS, the Property is improved with approximately 42,792 square feet of improvements (the "Building") and two (2) retail buildings consisting of approximately 8,056 square feet of space in the aggregate (the "Retail Buildings"); and

WHEREAS, County desires to lease a portion of the Property for the purpose of establishing a paratransit operation and ancillary services thereto; and

WHEREAS, Landlord is willing to lease a portion of the Property to County for the purposes hereinafter defined.

NOW, THEREFORE, in consideration of the rents, covenants, and agreements hereinafter reserved and contained on the part of the County to be observed and performed, the Landlord demises and leases to County, and County rents from Landlord the Premises as hereinafter defined upon the following terms and conditions:

ARTICLE I  
BASIC LEASE PROVISIONS

**Section 1.01 Premises.**

The Premises subject to this Lease consist of approximately twelve (12) acres of land and the Building as depicted on Exhibit "B" attached hereto and incorporated herein (the "Premises") and specifically excludes the Retail Buildings.

**Section 1.02 Parking.**

The use and occupancy of the Premises by County shall include the exclusive right to use the parking area within the Premises.

**Section 1.03 Lease Contingencies and Lease Commencement Date.**

This Lease and County's obligations hereunder are expressly contingent upon (a) Landlord closing on its acquisition of the Property ("Closing"), (b) Landlord obtaining on behalf

of County all approvals (excluding permits) necessary, as determined by County in its sole discretion, to operate the Premises for County's intended use, including, without limitation, a variance or waiver from the City of Palm Springs allowing County to use the Premises for County's paratransit operations and also allowing fueling of vehicles by tanker trucks during the night ("Use Approval"), and (c) Landlord successfully completing the Landlord's Pre-Delivery Work identified on Exhibit "C" pursuant to Section 4.01 of this Lease ("Landlord's Pre-Delivery Work"). (The Closing, Use Approval, and Landlord's Pre-Delivery Work shall constitute the "Lease Contingencies"). The Parties shall, in good faith, promptly document the date upon which the last of the Lease Contingencies are satisfied and such date shall be the "Lease Commencement Date". Landlord shall use commercially reasonable efforts to complete the Landlord's Pre-Delivery Work within thirty (30) days after the Effective Date. In the event (a) and (b) above are not satisfied within six (6) months of the Effective Date of this Lease-unless mutually extended by the Parties, County may terminate this Lease, and the Parties shall have no further obligation under this Lease arising thereafter.

#### **Section 1.04 Length of Term.**

The Lease shall be effective on the Effective Date as defined in Section 15.24 herein. The term of this Lease shall commence on the Lease Commencement Date, and shall extend for a period of eight (8) years after the Lease Commencement Date (the "Term"), unless sooner terminated pursuant to the provisions of this Lease. If the Lease Commencement Date is not the first (1<sup>st</sup>) day of the month, the first month's rent shall be prorated from the Lease Commence Date to the end of the month and the Term shall expire on the last day of the month which is eight (8) years after the Lease Commencement Date.

#### **Section 1.05 Option to Extend.**

County shall have the option, provided it is not then in default under this Lease, to extend the Term for two (2) successive seven (7) year option period(s) (each an "Extension Term"). County shall exercise such option(s) by providing Landlord with notice of such election in accordance with Section 2.02 of this Lease. County's option to extend the Term and any Extension Term shall be subject to County's acceptance of the fair market rent adjustment established pursuant to Section 2.02 of this Lease. The Annual Rent for each Extension Term shall be established pursuant to Section 2.02 of this Lease. The Facilities Development and Operations Director shall have the authority to exercise said option(s) on behalf of County.

#### **Section 1.06 Right of First Refusal.**

During the Term of this Lease, including any Extension Terms, Landlord hereby grants unto County the exclusive and irrevocable right of right refusal to purchase the Property or Premises upon the same terms and conditions contained in a bond fide offer (via fully executed letter of intent, fully executed term sheet or fully executed purchase contract) ("Right of First Refusal"). This Right of First Refusal may be exercised by County within ninety (90) days from County's receipt of a fully executed letter of intent, fully executed term sheet or fully executed purchase contract. This Section will not apply in the event of a sale, transfer, or assignment of Landlord's interest in the Property or Premises in connection with the foreclosure of any deed to secure debt, mortgage or other similar security instrument, whether by judicial or non-judicial sale, or any deed or assignment in lieu of foreclosure, covering Landlord's fee interest.

## ARTICLE II RENT

### **Section 2.01 Annual Rent.**

Commencing on the Lease Commencement Date, County shall pay Landlord for the use and occupancy of the Premises an annual rent of Two Million Sixty-Five Thousand Dollars (\$2,065,000.00) (the "Annual Rent") payable in equal monthly installments of One Hundred Seventy-Two Thousand Eighty-Three and 33/100 Dollars (\$172,083.33) per month payable on the first (1<sup>st</sup>) day of each month in advance. Annual Rent owed to Landlord shall increase by three percent (3%) on each subsequent one (1) year anniversary of the Lease Commencement Date during the initial eight (8) year Term. All amounts required to be paid by Tenant under this Lease to Landlord or otherwise other than Annual Rent shall be deemed additional rent.

### **Section 2.02 Fair Market Rent Adjustment for Extension Terms.**

At the commencement of each Extension Term (each an "Adjustment Date"), the Annual Rent shall be adjusted to the fair market rent for the Premises as determined by the calculation procedure set forth in this Section 2.02. Upon final calculation of the fair market rent adjustment, County shall have thirty (30) days to provide Landlord notice of either (i) County's acceptance of the fair market rent adjustment and intent to exercise an option to extend ("Notice of Exercise of Option to Extend"), or (ii) County's rejection of the fair market rent adjustment and intent to terminate this Lease upon expiration of the then current term.

No earlier than three hundred sixty (360) days prior to the expiration of the Term or an Extension Term, but not later than two hundred seventy (270) days prior to the expiration of the then current term, County shall deliver to Landlord a notice of County's intent to exercise an option to extend subject to the fair market rent adjustment calculation procedure set forth in this Section 2.02 ("Notice to Initiate Fair Market Rent Adjustment Procedure"). Within thirty (30) days of said Notice, Landlord and County shall each appoint an independent appraiser, each of whom shall be a professional M.A.I. appraiser with experience appraising commercial properties in the Southeast Florida market, and each appraiser will provide said appraiser's opinion of the fair market rent for the first year of the Extension Term commencing after the applicable Adjustment Date. In determining fair market rent, the appraisers shall take into account all relevant factors.

If one Party fails to appoint an appraiser within thirty (30) days from receipt of County's Notice to Initiate Fair Market Rent Adjustment Procedure, the fair market rent adjustment calculation of the one appraiser so selected shall become the Annual Rent for the first year following the applicable Adjustment Date. If both Parties have appointed an appraiser, and the higher of the two appraisals is not more than one hundred five percent (105%) of the lower of the two appraisals, the two appraisals will be averaged. If County delivers a Notice of Exercise of Option to Extend in accordance with this Section 2.02, and accepts the fair market rental adjustment, the average fair market rent adjustment calculation shall become the Annual Rent for the first year of the Extension Term following the applicable Adjustment Date.

If the higher appraisal is more than one hundred five percent (105%) of the lower appraisal, the Parties shall retain a third appraiser from the County's list of approved appraisers, and such third appraiser (who shall be subject to the same requirements as to qualifications as the other two appraisers) shall select a fair market rent adjustment calculation that such appraiser deems reasonable (taking into account all relevant factors). In these circumstances, and if County delivers a Notice of Exercise of Option to Extend in accordance with this Section 2.02, and accepts the fair market rental adjustment, the fair market rent adjustment calculation so selected by the third appraiser shall become the Annual Rent for the first year of the Extension Term following the applicable Adjustment Date. Each Party will be responsible for the fees and expenses of the appraiser retained by such Party; if a third appraiser is used, the Parties will share the fees and expenses of said appraiser equally.

Annual Rent owed to Landlord for each Extension Term shall increase by three percent (3%) on each subsequent one (1) year anniversary of the first day of the Adjustment Date until the expiration of such Extension Term.

For avoidance of doubt, and notwithstanding anything contained in Section 2.04 of this Lease to the contrary, Annual Rent for the first (1<sup>st</sup>) year of each Extension Term shall never be less than one hundred three percent (103%) of the Annual Rent for the year immediately preceding the first (1<sup>st</sup>) year of the Extension Term.

#### **Section 2.03 Payment.**

All rent due hereunder shall be payable on or before the first (1<sup>st</sup>) day of each and every month of the Term and any Extension Terms of this Lease. County is a tax-exempt entity. No sales or use tax shall be included or charged with Annual Rent. Payment of Annual Rent will be made upon the receipt of an invoice from Landlord mailed to the Palm Beach County Finance Department at P.O. Box 4036, West Palm Beach, Florida 33402. Each monthly invoice must be received at least fifteen (15) days but not more than thirty (30) days in advance of the date payment is due. Payment will be mailed to Landlord at the address set forth in Section 15.04 of this Lease.

#### **Section 2.04 Real Estate Taxes.**

Subject to the terms and conditions contained in this Section 2.04, and in addition to Annual Rent, County shall pay, prior to delinquency, all "Taxes" that accrue against the Premises during the Term and all Extension Terms. The term "Taxes" means all taxes, general assessments and governmental charges, ordinary and extraordinary, foreseen and unforeseen, ad valorem and non-ad valorem, accruing against the Premises. The term "Taxes" excludes any tax assessed directly against Landlord as opposed to the Premises, including without limitation, income, estate, inheritance, franchise, margin, corporate or gift taxes and any transfer tax and special assessments. County shall pay the Taxes directly to the taxing authorities. If any tax bill covers any period of time before or after the Term and all Extension Terms expire, County's obligation to pay Taxes shall be prorated, County shall pay County's portion of the Taxes to Landlord, and Landlord shall pay the Taxes when due. Landlord shall forward to County copies of any tax bill received by Landlord within ten (10) days after Landlord's receipt of such bill.

Notwithstanding the foregoing or anything contained in this Lease to the contrary, County's obligation to pay Taxes for first (1<sup>st</sup>) full calendar year which commences after the Lease Commencement Date shall be capped at Four Hundred Thousand and No/100<sup>th</sup>s Dollars (\$400,000.00) (the "First (1<sup>st</sup>) Year Tax Cap"). Anticipating that the Lease Commencement Date occurs on March 1, 2025, if the Taxes for the first (1<sup>st</sup>) full calendar year which commences after the Lease Commencement Date (i.e., 2026) exceed the First Year Tax Cap, Annual Rent for calendar year 2027 will be adjusted downward on a dollar for dollar basis for the duration of the Term [By example, if Taxes are \$450,000.00 for calendar year 2026, Annual Rent beginning January 1, 2027 shall be adjusted downward by \$50,000.00 via Lease amendment for the duration of the Term, provided County shall still be responsible for the 3% increases to Annual Rent as set forth in Section 2.02 above. In other words, taking into account the foregoing \$50,000 downward adjustment, an amendment to the Lease will be entered into adjusting the Annual Rent beginning January 1, 2027 from \$2,126,950 (i.e. Annual Rent during the 2<sup>nd</sup> Lease Year) to \$2,076,950. Thereafter, Annual Rent will be increased by 3% per annum on each one (1) year anniversary of the Lease Commencement Date. For avoidance of doubt, there will be no further cap on County's responsibility to pay Taxes subsequent to the first (1<sup>st</sup>) full calendar year which commences after the Lease Commencement Date. In no event shall County be required to pay Taxes pertaining to any period prior to the Lease Commencement Date or subsequent to the expiration or earlier termination of the Lease.

### **ARTICLE III CONDUCT OF BUSINESS AND USE OF PREMISES BY COUNTY**

#### **Section 3.01 Use of Premises.**

Landlord shall on behalf of County obtain all approvals (excluding permits) necessary, as determined by County in its sole discretion, in order for County, to be entitled to operate the Premises for the establishment and operation of vehicle storage, paratransit services, and other County uses and operations, fueling of vehicles by tanker trucks during the night (including, but not limited to, the storage of buses, trucks, and cars), and accessory uses thereto (including, but not limited to, maintenance, repair, and detail of buses, trucks and cars), and general office operations ancillary thereto (the "Intended Use"). County shall not use, permit, or suffer the use of the Premises for any purpose whatsoever other than the Intended Use without the prior written consent of Landlord, which consent shall not be unreasonably withheld. County's obligations under this Lease are contingent upon such use of the Premises being in compliance with all applicable zoning laws, rules, and regulations from Palm Springs.

#### **Section 3.02 Conduct.**

County shall not commit waste upon the Premises, nor maintain, commit, or permit the maintenance or commission of a nuisance thereon, or use the Premises for purposes other than the Intended Use or any unlawful purpose. County shall ensure that its employees and the Premises shall, throughout the Term of this Lease and any Extension Terms thereof, are in full compliance with all federal, state, county, and local statutes, laws, rules, and regulations respecting the use and occupancy of the Premises. County shall not be required to make alterations, additions, or improvements to the Building in order to conform with all federal, state,

county, and local statutes, laws, rules, and regulations respecting the use and occupancy of the Premises (collectively, the “**Applicable Laws**”).

**Section 3.03 Hazardous Substances.**

County shall comply with all applicable federal, state, and local laws, regulations, and ordinances protecting the environment and natural resources and regulating hazardous substances.

**Section 3.04 Surrender of Premises/Holdover.**

Upon termination, expiration, or cancellation of this Lease, County, at its sole cost and expense, shall remove County's personal property and removable fixtures and equipment from the Premises, and shall surrender the Premises to the Landlord. Upon surrender of the Premises, title to any Alterations (as defined hereinafter) shall vest in Landlord.

County may hold over and remain in possession of the Premises after the expiration of this Lease only with the approval of the Landlord and any such holdover shall, in no event, be deemed or construed to be a renewal or extension of this Lease but shall only operate to create a month-to-month tenancy upon the same terms and conditions as are set forth in this Lease, which may be terminated by either party at the end of any month upon thirty (30) days' prior written notice by certified U.S. mail to the other.

**ARTICLE IV  
ALTERATION OF LEASED PREMISES**

**Section 4.01 Landlord's Work.**

Landlord shall, at its sole cost and expense, perform and use commercially reasonable efforts to complete all of the improvements identified on the Landlord's Pre-Delivery Work, attached hereto and incorporated herein as **Exhibit “C”** in accordance with Section 1.03. Landlord shall perform the Post-Delivery Work set forth on Exhibit “C” within one hundred eighty (180) days after the Effective Date. Landlord will cause the Post-Delivery Work to be performed in a manner that will not unreasonably disrupt the County's operations at the Premises. The Annual Rent shall be abated on a per diem basis for each day the Landlord's Post-Delivery Work is not timely completed after the foregoing one hundred eighty (180) day period, subject to unavoidable delays. Landlord shall perform any and all alterations, improvements, and maintenance required to be performed by Landlord pursuant to this Lease in a good and workmanlike manner and in accordance with all Applicable Laws pertaining to, or affecting the condition, use or occupancy of the Premises and shall diligently pursue the same until completion.

**Section 4.02 (a) County's Work.**

County shall be entitled to make alterations, improvements, or additions to the Premises in addition to those to be performed by Landlord, (hereinafter, collectively “**Alterations**”) at its sole cost and expense. County agrees and acknowledges that all County's Alterations installed on the Premises by County, whether pursuant to this Section or otherwise, shall be performed and accomplished solely for the benefit and convenience of County, and not for the benefit of

Landlord, such Alterations being nevertheless subject to each and every provision of this Lease. Any Alterations to the Premises, the value of which exceeds One Hundred Thousand Dollars (\$100,000), shall require the prior written approval of Landlord in each instance, which approval shall not be unreasonably withheld. County shall submit plans and specifications for all such Alterations to Landlord for Landlord's written approval prior to County commencing work on same. Landlord shall provide written response within thirty (30) days after receipt of request therefor by County, failing which Landlord shall be deemed to disapprove and not have consented to such plans and specifications. All work done by County in connection with any Alterations, repairs, and maintenance on the Premises shall be done in a good and workmanlike manner and in accordance with all Applicable Laws pertaining to, or affecting the condition, use, or occupancy of the Premises.

**(b) Construction Liens.**

Landlord and County shall comply with Chapter 713, Part I, Florida Statutes (the "Construction Lien Law") to the extent applicable to Landlord and County, in the construction of any improvements to the Premises and shall obtain a public construction performance bond in accordance with Section 255.05, Florida Statutes, if required by such statute. In the event a construction lien is filed against the Premises in connection with any work performed by or on behalf of Landlord or County, the party performing such work shall cause such lien to be removed from the Premises within sixty (60) after notice of such lien. Notwithstanding anything contained in this Lease or Florida Statutes to the contrary, the interest of Landlord, whether real or personal, in and to the Premises or any part thereof shall not be subject to or chargeable with any liens for labor performed or material supplied in connection with any work or improvements performed or caused to be performed by County or any of County's agents, and County shall have no right, power or authority to create or allow to be created any such liens regardless of whether Landlord has approved or consented to such work or improvements. The foregoing must be included as part of the recorded Memorandum of Lease, if any, to provide notice to all persons and entities contracting or otherwise dealing with County relative to the Premises.

**ARTICLE V  
REPAIRS AND MAINTENANCE OF PREMISES**

**Section 5.01 Responsibility of County.**

(a) Except as otherwise provided in this Lease, County has full responsibility for the condition, alteration, maintenance, management, repair and replacement of the Premises and the Building, and other than set forth in Section 4.01 and Section 5.02 of this Lease, Landlord has no obligation whatsoever to perform any work or make any repairs with respect to the Premises, to furnish any services with respect to the Premises, or to incur any expenses with respect to the Premises. County shall maintain the following portions of the Building and Premises in good repair and condition and in compliance with and in accordance with all Applicable Laws now in force, or which may hereafter be in force, at County's sole cost and expense during the entire Term (and Extension Terms, if any) of this Lease: parking lot, parking lot lighting, landscaping, interior walls and partitions, interior painting, plumbing fixtures, electrical fixtures, HVAC maintenance and replacement, security systems, exterior windows, floor coverings, doors, janitorial services, security services, phone, cable, and TV. If there is a code violation issued by

a governmental agency as to an item for which County has maintenance responsibility, County shall diligently cure such violation within the time periods required by the applicable governmental agency. County shall have no obligation to repair any damage arising from any negligent or intentional act or omission of Landlord, its employees, agents, invitees, or any third parties, which Landlord shall promptly repair at Landlord's sole cost and expense. County shall be responsible for all costs and expenses to ensure that the Building adheres to the most current version of the American Society of Heating, Refrigeration and Air-conditioning Engineers' ("ASHRAE") Standards on ventilation for acceptable indoor air quality throughout the Term of this Lease and any extensions thereof. County shall be solely responsible for any mechanical, electric or plumbing equipment replacement required as a result of failure, age, or any other reason other than negligent or intentional acts of Landlord.

**Section 5.02 Responsibility of Landlord.**

Except as provided in Section 5.01 above, Landlord shall maintain and repair the structural elements of the Building, including but not limited to the roof, exterior walls, columns, beams, foundations and footings and maintain the same in good repair and tenable condition during the Term of this Lease and any Extension Terms thereof, except in the case of damage arising from County's or its agents negligent or intentional acts. If Landlord shall fail to promptly repair any item in the Premises required to be repaired by Landlord under this Lease within thirty (30) days of notice from County of the need for such repair, County may complete such repairs and the Landlord shall reimburse County for all reasonable expenses incurred by County in doing so (such reimbursement may be via credit to Annual Rent).

**Section 5.03 Hazardous Substance Indemnification by Landlord.**

Landlord hereby represents and warrants to County that to its actual knowledge as of the Lease Commencement Date there is not located in, on, upon, over, or under the Premises: (i) asbestos in any form; (ii) urea formaldehyde foam insulation; (iii) polychlorinated biphenyls; or (iv) any other chemical, material, or substance which is prohibited, limited, or regulated by federal, state, county, regional, or local authority. If said substance(s) exist, Landlord shall promptly remove said substance(s) at Landlord's sole cost and expense. County shall be fully responsible for any pollutants, odors, vapors, chemicals, and the like emitted by County's own furniture, fixtures, office machines, and equipment.

**ARTICLE VI  
INSURANCE**

**Section 6.01 Liability Insurance.**

County shall, during the entire Term and all Extension Terms hereof, provide Landlord with a certificate evidencing self-insurance coverage for commercial general liability for the Premises in the amount of Two Hundred Thousand Dollars (\$200,000) per person and Three Hundred Thousand Dollars (\$300,000) per incident or occurrence and Workers' Compensation insurance covering all employees in accordance with Chapter 440, Florida Statutes. In the event the Legislature should change County's exposure by Statute above or below the sums insured against, County shall provide insurance to the extent of that exposure. These coverages shall be provided on a primary basis.

**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 Landlord, its agents', or its employees' willful or negligent acts or omissions. Furthermore, the County agrees to insure said personal property either through self-insurance and/or excess coverage(s).

**Section 6.03 Betterments and Improvements**

County shall maintain property insurance in an amount not less than 100% of the total replacement cost of any betterments and improvements made by or on its behalf. This coverage shall be done through self-insurance and/or excess coverage(s).

**Section 6.04 Insurance by Landlord.**

Landlord shall procure, and shall maintain in full force and effect at times during the Term (and all Extension Terms, if any), (i) a policy or policies of insurance on the "Special Form" or equivalent form causing the Building and all other structural components and improvements now or hereafter located on the Premises (including, without in any manner limiting the generality of the foregoing, flood insurance if the Property is located in a special flood hazard area, but excluding County's leasehold improvements and County's other personal property), to be insured against loss or damage (including whatever endorsements or special coverages Landlord, in its reasonable discretion, may consider appropriate), in an amount sufficient to prevent Landlord or County from becoming a co-insurer of any loss, but in any event in an amount at least equal to one hundred percent (100%) of the full replacement cost thereof, and having a deductible payable with respect to the Building not greater than Fifty Thousand Dollars (\$50,000.00) (except with respect to Named Windstorm and Flood insurance deductibles which will be determined and purchased by Landlord based upon what is commercially reasonable and available in the marketplace, provided that County's responsibility for such deductibles will be limited solely to losses sustained at the Premises), and (ii) insurance on the "Special Form" or equivalent form against abatement or loss of rental by reason of the occurrences covered by the insurance described in clause (i) above and by reason of any service interruptions in an amount equal to Annual Rent and all additional rent for at least twelve (12) months following the occurrence of such casualty (collectively, the "**Building Insurance**"). Landlord shall also maintain at all times during the Term (and all Extension Terms, if any), commercial general liability insurance for the Premises with limits at least equal to the amount that County is required to maintain pursuant to this Lease (the "**GL Insurance**"). County shall reimburse Landlord for the actual cost of the GL Insurance and the Building Insurance (including all commercially reasonable deductibles paid, but subject to the limitations on deductibles set forth above) within thirty (30) days after written demand therefor (which demand shall include copies of the applicable insurance premium invoices).

Landlord will deliver to EBIX, Inc., County's authorized insurance consultant, a certificate of insurance evidencing the above coverage. The required certificates must be signed by the authorized representative of the Insurance Company shown on the certificate.

Submit certificates of insurance to:

Palm Beach County Board of County Commissioners  
Insurance Compliance  
PO Box 100085- DX  
Duluth, GA 30096  
[pbcounty@ebix.com](mailto:pbcounty@ebix.com)

Subsequently, Landlord shall, during the Term of the Lease, and prior to each renewal thereof, provide such evidence to EBIX, Inc., which is Palm Beach County's insurance management system. The certificate of insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage. In the event coverage is cancelled or not renewed during the life of this Lease, Landlord shall furnish thirty (30) days prior to, but in no case later than the expiration of such insurance, a new certificate of insurance evidencing replacement coverage.

**ARTICLE VII  
DAMAGE OR DESTRUCTION OF PREMISES AND/OR  
COUNTY'S ALTERATIONS**

If there occurs damage or destruction of the Building, or any portion thereof, by fire or other casualty (a "Casualty") affecting a Substantial Portion of the Building, County shall have the right, at its option, to terminate this Lease by giving written notice to Landlord of such termination within sixty (60) days after the date on which the Casualty occurs (the "Date of Casualty"), in which event this Lease shall terminate, and the Term shall expire on the Date of Casualty, and all Annual Rent and additional rent shall be apportioned and paid through and including the Date of Casualty. For purposes of this Article VII, "Substantial Portion of the Premises" shall mean a Casualty that results in damage to or the destruction of the Building, the restoration of which would require in excess of three hundred sixty-five (365) days, in the commercially reasonable estimation of Landlord (and which estimation Landlord shall notify County of within sixty (60) days of the Date of Casualty).

If there occurs a Casualty as to which this Lease is not terminated, then Landlord shall proceed diligently, continuously and in good faith to restore the Building to the condition existing prior to such Casualty. Restoration shall include, without limitation, the replacement, repair, and restoration of the Building but specifically excluding County's leasehold improvements and County's other personalty. Notwithstanding any provision of this Lease to the contrary, in the event Landlord has not completed the restoration on or before the date that is four hundred twenty-five (425) days from the Date of Casualty, then County shall have the right, at its option, to terminate this Lease by giving written notice of such termination on or before the date that is four hundred fifty-five (455) days from the Date of Casualty. If County is unable to use any portion of the Premises due to the Casualty, rent shall be proportionately abated until such time as the Premises are restored.

**ARTICLE VIII  
UTILITIES AND SERVICES**

County shall be responsible during the Term and all Extension Terms for all water, sewer, electricity, gas, and telephone utility service to the Premises, at County's sole cost and expense. County shall be solely responsible for and promptly pay directly to the utility company or the provider of such service all charges or assessments for water, gas, electricity, trash collection and removal, and any other utility used or consumed by County. Landlord shall not be liable for an interruption or failure in the supply of such service to the Premises resulting from a failure of the utility company to provide service to the Premises.

**ARTICLE IX  
SUCCESSORS AND ASSIGNS**

County and Landlord each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Lease. Except as set forth herein, County shall not assign, sublet, convey, or transfer its interest in this Lease without the consent of Landlord, which consent shall not be unreasonably withheld, except that County may sublease this Lease to County's paratransit operator(s), provided County shall remain liable for all obligations under this Lease. Landlord may assign this Lease without the consent of County (a) in connection with a sale of the Premises to a third-party, or (b) to an entity controlled by Landlord or affiliated with Landlord.

**ARTICLE X  
DEFAULT**

**Section 10.01 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) failure by County to pay the Annual Rent within fifteen (15) days after receipt of notice from Landlord; (ii) failure by County to perform or observe any of the agreements, covenants, or conditions contained in this Lease on County's part to be performed or observed for more than thirty (30) days after written notice from Landlord of such failure; (iii) County's vacating or abandoning the Premises; or (iv) County's leasehold estate being taken by execution, attachment, or process of law. In the event the default is of such a nature that it cannot be reasonably cured within the foregoing notice periods, County shall be entitled to a reasonable period of time under the circumstances in which to cure said default, provided that County diligently proceeds with the curing of the default. In the event that the default is not cured by County within the foregoing time period, Landlord shall have the right to pursue any and all remedies available to it at law or in equity.

**Section 10.02 Default by Landlord.**

Landlord shall be in default of this Lease if Landlord shall fail to observe or perform any term, covenant, or condition of this Lease on the Landlord's part to be observed or performed, and Landlord fails to remedy the same within thirty (30) days after notice from County. In the

event the default is of such a nature that it cannot be reasonably cured within the foregoing thirty (30) day period, Landlord shall be entitled to a reasonable period of time under the circumstances in which to cure said default, provided that Landlord diligently proceeds with the curing of the default. In the event that the default is not cured by Landlord within the foregoing time period, County, at County's option, may either cure said default and Landlord shall reimburse County for all reasonable expenses incurred by County in doing so, or County may give to Landlord a thirty (30) days' notice specifying that the County intends to terminate this Lease. Upon receipt of said notice and expiration of the thirty (30) day period, this Lease and all obligations of County hereunder shall terminate and County shall thereupon be relieved of all further obligations hereunder. If any Event of Default occurs, then, at any time thereafter while the Event of Default continues, County shall have the right to pursue any and all remedies available to it at law or in equity.

#### **ARTICLE XI ACCESS BY LANDLORD**

Landlord and Landlord's agents and employees shall have the right to enter upon the Premises at all reasonable times to examine the same, and to make any repairs which may be required or permitted hereunder. Landlord shall exercise such right in a manner which minimizes the impact upon County's use of the Premises and shall provide County with twenty-four (24) hours advance notice prior to exercising such right except in an emergency in which event no notice shall be required.

#### **ARTICLE XII QUIET ENJOYMENT**

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 and any extensions thereof 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 XIII CONDEMNATION**

If all or part of the Premises shall be taken, condemned or conveyed pursuant to agreement in lieu of condemnation for public or quasi-public use, and if such taking or condemnation would materially and adversely affect County's ability to operate at the Premises in the same manner as was historically conducted, the entire compensation or award therefor, including any severance damages, shall be apportioned between Landlord and County in proportion to the value of their respective interests and the rent shall be recalculated effective upon the date of vesting of title in the condemning authority to reflect the reduction in the Premises. County shall also be entitled to receive compensation for the value of any Alterations or other improvements made by County to the Premises and moving expenses. In addition, County may elect to terminate this Lease in which event this Lease shall terminate effective as of

the date title is vested in the condemning authority, whereupon the parties shall be relieved of all further obligations occurring subsequent to the date of termination other than those relating to apportionment of the compensation for such condemnation. In the event County elects to terminate this Lease as provided in this Article, the Annual Rent payable hereunder shall be prorated to the date of termination. County will be allowed not less than sixty (60) days to remove its property from the Premises.

#### **ARTICLE XIV MISCELLANEOUS**

##### **Section 15.01 Waiver, Accord and Satisfaction.**

The waiver by either party 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 a party to or of any act by the other party requiring consent or approval shall not be deemed to waive or render unnecessary obtaining consent to or approval of any subsequent similar act by a party.

##### **Section 15.02 Public Entity Crimes.**

As provided in Section 287.132-133, Florida Statutes, a person or affiliate who has been placed on the State of Florida convicted vendor list following a conviction for a public entity crime may not submit a bid for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. By entering into this Lease or performing any work in furtherance hereof, 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 thirty-six (36) months immediately preceding the Effective Date hereof. This notice is required by Section 287.133(3)(a), Florida Statutes.

##### **Section 15.03 Entire Agreement.**

This Lease and any Exhibits attached hereto 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 15.04 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), faxed, or emailed, or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services, or national overnight delivery service, or on the date of transmission with confirmed answer back if telecopier, fax or email if transmitted before 5:00 PM EST on a business day and on the next

business day if transmitted after 5:00 PM EST 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 hereby designate the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

- (a) If to the Landlord:  
MG Congress, LLC  
Attn: Jon Samuel, Manager  
3301 NE 1<sup>st</sup> Ave, Suite 109  
Miami, Florida 33137  
Telephone: 305-766-1699  
Email: jon@midtowngp.com

With a copy to:

Firm Counsel, Chartered  
Attn: Adam J. Reiss, Esq.  
3325 S University Drive, Suite 210  
Davie, Florida 33328  
Telephone: 954-332-0382  
Email: ajr@firmcounsel.com

- (b) If to County:

Property & Real Estate Management Division  
Attention: Director  
2633 Vista Parkway  
West Palm Beach, Florida 33411-5605  
Telephone: 561-233-0217  
Fax: 561-233-0210

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

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

**Section 15.05 Disclosure of Beneficial Interest.**

Landlord represents that simultaneously with Landlord's execution of this Lease, Landlord has executed and delivered to County, the Landlord's Disclosure of Beneficial Interests, attached hereto and made a part hereof as **Exhibit "D"**, (the "**Disclosure**") disclosing the name and address of every person or entity having a five percent (5%) or greater beneficial interest in the ownership of the Property as required by Section 286.23, Florida Statutes, unless Landlord is exempt under the statute. Landlord warrants that in the event there are any changes to the names and addresses of the persons or entities having a five percent (5%) or greater beneficial interest in the ownership of the Property after the date of execution of the Disclosure until the Effective Date of the Lease, Landlord shall immediately, and in every instance, provide written notification of such change to County pursuant to Section 15.04 of this Lease.

**Section 15.06 Brokers' Commission.**

County represents to Landlord that it is not represented by any real estate broker in connection with this Lease. Landlord represents to County that it has dealt with no real estate broker in connection with this Lease other than JLL, Inc., and that no other broker is entitled to any commission in connection with this Lease. Landlord agrees to pay JLL, Inc. a commission pursuant to a separate agreement between them. County is not obligated nor does County agree to pay any broker's commission in connection with this Lease.

**Section 15.07 Severability.**

If any term of this Lease, or the application thereof to any person or circumstances, shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application or 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 remain valid and enforceable to the fullest extent permitted by law.

**Section 15.08 Captions.**

The captions in this Lease are included for convenience only and shall not be taken into consideration in any construction or interpretations of this Lease or any of its provisions.

**Section 15.09 Waiver of Jury Trial.**

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

**Section 15.10 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 State court of competent jurisdiction located in Palm Beach County, Florida.

**Section 15.11 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 15.12 Benefit and Binding Effect.**

This Lease shall be binding upon and inure to the benefit of the heirs, successors, legal representatives, and assigns of the parties hereto.

**Section 15.13 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 15.14 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 15.15 Non-Discrimination.**

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, Landlord warrants and represents that throughout the Term of the Lease, 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 to meet this requirement shall be considered default of the Lease.

**Section 15.16 Nongovernmental Entity Human Trafficking**

Landlord warrants and represents that it does not use coercion for labor or services as defined in Section 787.06, Florida Statutes. Landlord has executed Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein as **Exhibit "E"**.

**Section 15.17 Construction.**

No party shall be considered the author of this Lease since the Parties 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.

**Section 15.18 Incorporation by Reference.**

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

**Section 15.19 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 citizens of Palm Beach County or employees of County or Landlord.

**Section 15.20 Access and Audits.**

Landlord shall maintain adequate records to justify all charges, expenses, and costs incurred for at least five (5) years after completion or termination of this Lease. 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.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. 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 to audit, investigate, monitor, and inspect the activities of Landlord, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

**Section 15.21 Independent Contractor Relationship.**

Landlord is, and shall be, in the performance of all work services and activities under this Lease, an Independent Contractor, and not an employee, agent, or servant of County. All persons engaged in any of the work or services performed pursuant to this Lease shall at all times, and in all places, be subject to Landlord's sole direction, supervision, and control. Landlord shall exercise control over the means and manner in which it and its employees perform the work, and in all respects Landlord's relationship and the relationship of its employees to County shall be that of an Independent Contractor and not as employees or agents of County. Landlord does not have the power or authority to bind County in any promise, agreement, or representation.

**Section 15.22 Interactions with County Staff.**

In all interactions with County staff, Landlord and its employees will conduct themselves in a professional manner at all times and treat County staff with respect and dignity. Use of offensive and demeaning language will not be tolerated.

**Section 15.23 Estoppel.**

County agrees, from time to time, within thirty (30) days after Landlord's written request, to execute and deliver to Landlord or Landlord's designee, an estoppel certificate reasonably requested by Landlord, stating, to the extent then true, that this Lease is in full force and effect, the date to which rent has been paid, that Landlord is not in default hereunder (or specifying in detail the nature of Landlord's default), the termination date of this Lease and such other factual matters pertaining to this Lease as may be reasonably requested by Landlord.

Landlord agrees, from time to time, within thirty (30) days after County's written request, to execute and deliver to County or County's designee, any estoppel certificate reasonably requested by County, stating, to the extent then true, that this Lease is in full force and effect, the date to which rent has been paid, that County is not in default hereunder (or specifying in detail

the nature of County's default), the termination date of this Lease and such other factual matters pertaining to this Lease as may be reasonably requested by County.

**Section 15.24 Effective Date of Lease.**

This Lease is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners, and the Effective Date hereof shall be the date when this Lease is approved by the Palm Beach County Board of County Commissioners.

**Section 15.25 Subordination.**

This Lease is and shall be subject and subordinate to any mortgage, deed of trust, or similar instrument (a "Mortgage"), and all renewals and modifications thereof that may now or hereafter affect the Premises or any part thereof, provided that as a condition of such subordination, a separate agreement shall be entered into between County and the holders of the mortgage in the Subordination, Non-Disturbance, and Attornment Agreement attached to this Lease as **Exhibit "F"** (the "SNDA").

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.**

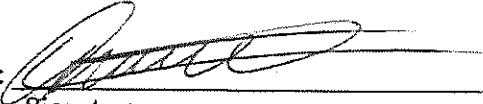
**SIGNATURE PAGE to LEASE AGREEMENT between MG CONGRESS, LLC, and PALM BEACH COUNTY**

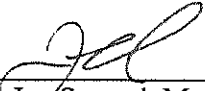
IN WITNESS WHEREOF, Landlord and County have executed this Lease, or have caused the same to be executed, as of the day and year first above written.


LANDLORD:

MG CONGRESS, LLC  
a Florida Limited Liability Company

WITNESSES

By:   
Signature  
Karen M. Diaz  
Print Name

By:   
Jon Samuel, Manager

By:   
Signature  
Elizabeth Postigo  
Print Name

**SIGNATURE PAGE to LEASE AGREEMENT between MG CONGRESS, LLC, and PALM BEACH COUNTY**

ATTEST:

R 2025 0517

APR 08 2025

**JOSEPH ABRUZZO**  
CLERK OF THE CIRCUIT COURT  
& COMPTROLLER

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

By:   
Deputy Clerk



By:   
Maria G. Marino, Mayor

APPROVED AS TO  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS  
AND CONDITIONS

By:   
Assistant County Attorney

By:   
Department Director

**SCHEDULE OF EXHIBITS**

- EXHIBIT "A" - LEGAL DESCRIPTION OF THE PROPERTY
- EXHIBIT "B" - AERIAL OF THE PREMISES
- EXHIBIT "C" - LANDLORD'S WORK
- EXHIBIT "D" - LANDLORD'S DISCLOSURE OF BENEFICIAL INTERESTS
- EXHIBIT "E" - NONGOVERNMENTAL HUMAN TRAFFICKING AFFIDAVIT
- EXHIBIT "F" - FORM SUBORDINATION, NON-DISTURBANCE, AND  
ATTORNMENT AGREEMENT

**EXHIBIT "A"**

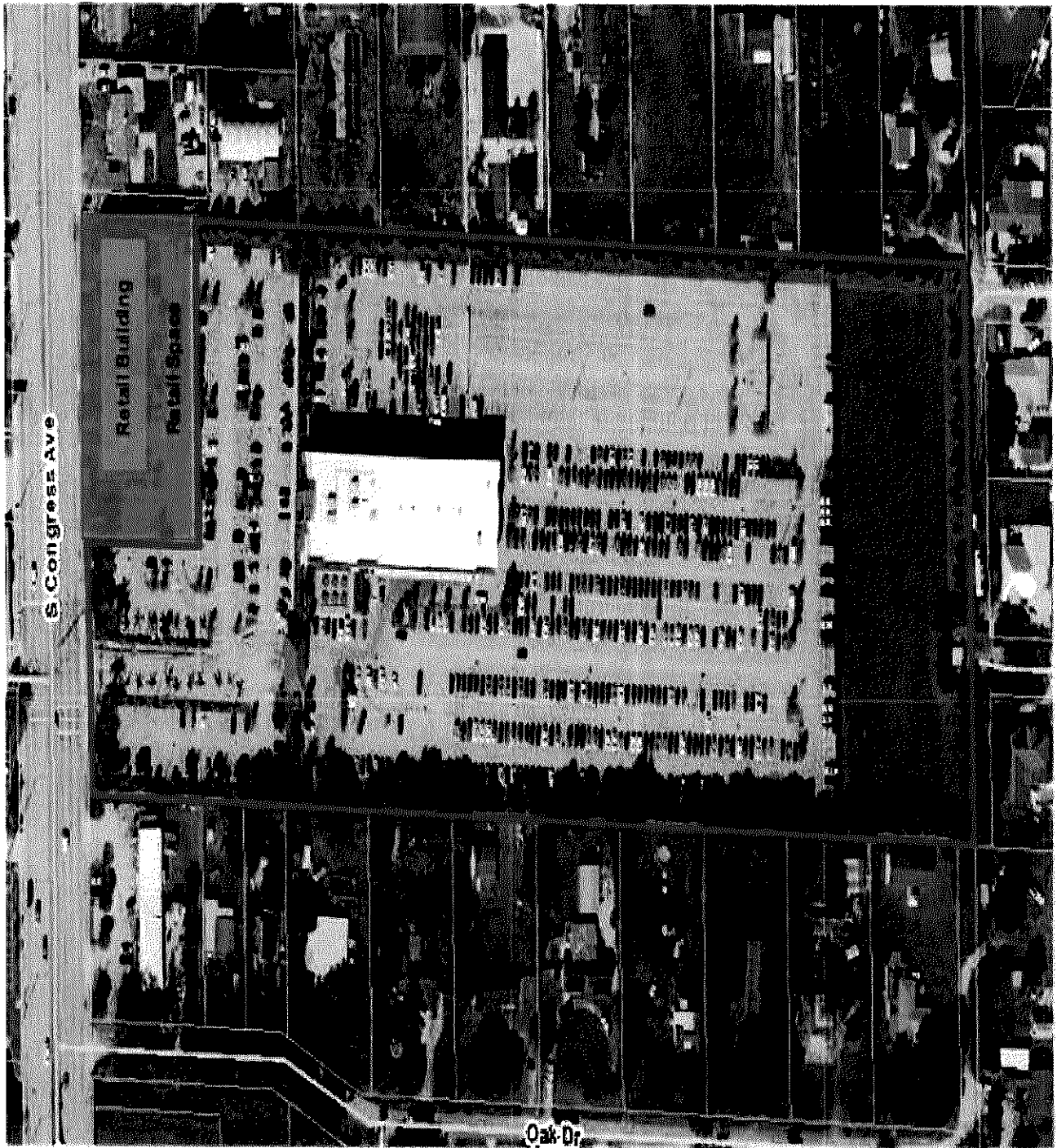
**LEGAL DESCRIPTION OF THE "PROPERTY"**

THE SOUTH 3/8 OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 44 SOUTH, RANGE 43 EAST, LESS THE WEST 50 FEET THEREOF, LYING AND BEING IN PALM BEACH COUNTY, FLORIDA

LESS AND EXCEPT THAT PORTION THEREOF, CONVEYED TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION BY THAT CERTAIN WARRANTY DEED RECORDED JANUARY 29, 2016 IN OFFICIAL RECORDS BOOK 28073, PAGE 1864, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA

EXHIBIT "B"

AERIAL OF THE "PREMISES"



## **EXHIBIT "C"**

### **LANDLORD'S PRE-DELIVERY WORK**

1. Repair settled section of concrete sidewalk – A section of sidewalk near the southwest corner of the Main Building has settled, creating a potential trip hazard. The settled section of sidewalk should be repaired immediately.
2. Repair sealants at standing seam metal roof wall flashing – Moisture damage was observed at the Main Building's main entrance below the wall transition flashing with the standing seam metal roof possibly due to deteriorated sealants. Damaged sealants should be repaired immediately to prevent further damage.
3. Repair fire alarm control panel – Panel is indicating a fault (short) in the system and is in need of immediate repair.
4. Repair generator fault and perform routine maintenance – The generator control panel is indicating an over crank fault. Generator serves life-safety systems in the Main Building; therefore, it is recommended that the fault condition be repaired and general maintenance be performed as an immediate item.
5. Clean out storm water piping system – Soil erosion observed around storm drains at the dry detention area. Several sections of the reinforced concrete pipe in the front pavement area were noted to be completely submerged. The installation of a bed of 57 stone is recommended around the drain walls to prevent further soil erosion.

### **LANDLORD'S POST-DELIVERY WORK**

1. Sealcoat and restripe parking lot

**EXHIBIT "D"**  
**LANDLORD'S DISCLOSURE OF BENEFICIAL INTERESTS**  
**(REQUIRED BY FLORIDA STATUTES § 286.23)**

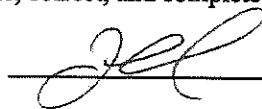
TO: PALM BEACH COUNTY CHIEF OFFICER, OR HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

BEFORE ME, the undersigned authority, this day personally appeared, Jon Samuel ("Affiant"), who, after being first duly sworn by me, under oath deposes and states as follows:

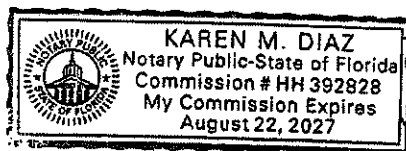
1. Affiant is the Manager of MG Congress, LLC (the "Landlord"), which entity is the owner of the real property depicted on the attached Exhibit "1" (the "Premises").
2. Affiant's address is: 3301 NE 1<sup>st</sup> Ave, Suite 109, Miami, FL 33137.
3. Attached hereto, and made a part hereof, as Exhibit "2" is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater beneficial interest in the Landlord and the percentage interest of each such person or entity.
4. Affiant acknowledges that this Affidavit is given to comply with Section 286.23, Florida Statutes, and will be relied upon by Palm Beach County in its lease of the Premises, as noted in Exhibit "1".
5. 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.
6. 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.

FURTHER AFFIANT SAYETH NAUGHT.

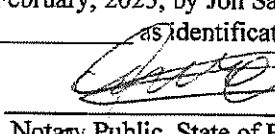
  
\_\_\_\_\_  
Print Affiant Name: Jon Samuel

The foregoing instrument was sworn to, subscribed and acknowledged before me by means of  physical presence or  online notarization this 18 day of February, 2025, by Jon Samuel,  who is personally known to me or  who has produced \_\_\_\_\_ as identification.

(Notary Stamp)



Notary Public, State of Florida

  
\_\_\_\_\_  
Print Notary Name

My Commission Expires: 8/22/27

**EXHIBIT "1" TO LANDLORD'S DISCLOSURE OF BENEFICIAL INTEREST**



**EXHIBIT "2" TO LANDLORD'S DISCLOSURE OF BENEFICIAL INTEREST**

**SCHEDULE TO BENEFICIAL  
INTERESTS IN PROPERTY**

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

<b>NAME</b>	<b>ADDRESS</b>	<b>PERCENTAGE OF INTEREST</b>
<b>Jon Samuel</b>	<b>3301 NE 1<sup>st</sup> Ave, Suite 109, Miami, FL 33137</b>	<b>100%</b>

**EXHIBIT "E"**

**NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT**

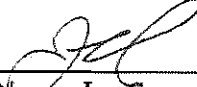
[Fla. Stat. §787.06(13)]

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, Jon Samuel, am an officer or representative of **MG CONGRESS, LLC**, a Florida Limited Liability Company (Company), and attest that Company does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

**Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.**

**MG CONGRESS, LLC**  
A Florida Limited Liability Company


By:   
Print Name: Jon Samuel  
Print Title: Manager

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

The foregoing instrument was sworn to and subscribed before me by means of  physical presence or  online notarization this, 18 day of February, 2025, by Jon Samuel, the Manager of MG CONGRESS, LLC, a Florida limited liability company, who  is personally known to me or  has produced \_\_\_\_\_ as identification.

(Notary Seal)



  
Notary Public, State of Florida  
Print Notary Name: Karen M. Diaz  
My Commission Expires: 8/22/27

**EXHIBIT "F"**

**SUBORDINATION, NON-DISTURBANCE, AND ATTORNMENT AGREEMENT**

THIS AGREEMENT, made as of the \_\_\_\_ day of \_\_\_\_\_, 2025, between SEACOAST NATIONAL BANK, a national banking association (hereinafter referred to as "**Lender**") and PALM BEACH COUNTY, a Political Subdivision of the State of Florida (hereinafter referred to as "**Tenant**");

WITNESSETH:

WHEREAS, Lender intends to become the owner and holder of a mortgage (the "**Mortgage**") from MG CONGRESS, LLC, a Florida limited liability company (the "**Borrower**") to be given to secure a note or obligation in the principal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), which Mortgage will be recorded in the Public Records of Palm Beach County, Florida, simultaneously with the recordation of this Agreement, and which Mortgage encumbers the property therein more particularly described;

WHEREAS, Tenant, which is doing business as Palm Beach County, has entered into a lease dated \_\_\_\_\_, 2025 (the "**Lease**"), with Borrower ("**Landlord**") demising certain space ("**Leased Premises**") located in Palm Springs, in the County of Palm Beach, and State of Florida, being more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof, and such Leased Premises being a portion of the real estate encumbered by the Mortgage (the "**Mortgaged Premises**"); and

WHEREAS, the parties hereto mutually desire to have the Lease made subject and subordinate to the lien of the Mortgage and thereupon to establish certain rights of quiet and peaceful possession for the benefit of Tenant, together with certain obligations for attornment on the part of Tenant, all in the manner hereinafter provided.

NOW, THEREFORE, in consideration of the premises and the sum of Ten Dollars (\$10.00) in hand paid by Tenant to Lender, the receipt whereof is hereby acknowledged, Lender and Tenant do hereby mutually covenant and agree as follows:

1. Tenant, for itself, its successors and assigns, hereby covenants and agrees that the Lease shall be and the same is hereby made subject and subordinate to the lien of the Mortgage and to any extensions, consolidations, modifications or renewals thereof, advances thereunder, or supplements thereto, with the same force and effect as if the Mortgage had been executed, acknowledged, delivered and recorded prior to the execution, acknowledgment and delivery of the Lease.

2. Provided Tenant is not in default under the terms of the Lease (beyond any period given Tenant to cure such default, and after notice, if any, required by the Lease), then:

(a) The right of possession of Tenant to the Leased Premises and Tenant's rights arising out of the Lease shall not be affected or disturbed by Lender in the exercise of any

of its rights under the Mortgage or the note secured thereby; nor shall Tenant be named as a party defendant to any foreclosure of the lien of the Mortgage, nor in any other way be deprived of its rights under the Lease.

(b) In the event that Lender or any other person acquires title to the Mortgaged Premises pursuant to the exercise of any remedy provided for in the Mortgage, the Lease shall not be terminated or affected by said foreclosure or sale or transfer in lieu of foreclosure of any such proceedings and Lender hereby covenants that any sale by it of the Mortgaged Premises pursuant to the exercise of any rights and remedies under the Mortgage or otherwise, shall be made subject to the Lease and the rights of Tenant thereunder; and Tenant covenants and agrees to attorn to Lender or such other person as its new landlord and the Lease shall continue in full force and effect as a direct lease between Tenant and Lender or such other person upon all the terms, covenants, conditions and agreements set forth in the Lease.

(c) If Lender or any other person shall succeed to the interest of Landlord under the Lease, Lender or such other person shall be bound to Tenant under all of the terms, covenants and conditions of the Lease, and Tenant shall, from and after Lender's or such other person's succession to the interest of Landlord under the Lease, have the same remedies against Lender or such other person for the breach of any agreement contained in the Lease that Tenant might have had under the Lease against Landlord if Lender or such other person had not succeeded to the interest of Landlord; provided, however, that Lender or such other person shall not be:

(1) liable for any act or omission of any prior landlord (including Landlord); or

(2) subject to any offsets or defenses which Tenant might have against any prior landlord (including Landlord) except those which arose out of such landlord's default under the Lease; or

(3) bound by any rent or additional rent which Tenant might have paid for more than the current month to any prior landlord (including Landlord); or

(4) bound by any agreement or modification of the Lease made without Lender's consent.

This Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns, and without limiting such, it is expressly understood that all references herein to Lender shall be deemed to include also any subsequent holder of the Mortgage and/or any other persons succeeding to title to the premises encumbered by the Mortgage, or any part thereof, whether by virtue of foreclosure, or sale or transfer in lieu of foreclosure, or pursuant to the exercise of any rights and remedies under the Mortgage, or otherwise.

[SIGNATURE/NOTARY PAGES TO FOLLOW]

[SIGNATURE/NOTARY PAGE – LENDER]

**LENDER:**

SEACOAST NATIONAL BANK,  
a national banking corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Vice President

STATE OF \_\_\_\_\_ )  
: ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_, \_\_\_\_\_ of SEACOAST NATIONAL BANK, a national banking association. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

Notary Public  
Name of Notary Printed:

My commission expires:

(NOTARY SEAL)

My commission number is:

**SIGNATURE/ NOTARY PAGE FOR TENANT**

**TENANT**

ATTEST:

**JOSEPH ABRUZZO**  
CLERK OF THE CIRCUIT COURT  
& COMPTROLLER

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

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Director, Facilities Development & Operations

APPROVED AS TO  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS  
AND CONDITIONS

By: \_\_\_\_\_  
Assistant County Attorney

By: \_\_\_\_\_  
Director, Property & Real Estate Management

**EXHIBIT "A"**

