Agenda Item #: 3H-4

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date:	**October 20, 2026**	**[ ] Consent**	**[X] Regular**
		[ ] Ordinance	**[ ] Public Hearing**

Department: **Facilities Development & Operations**

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

A) **adopt** a Resolution authorizing a Lease Agreement with Digital Vibez, Inc., a Florida not-for-profit corporation, (Tenant) to lease a portion of Lake Lytal Park located in unincorporated West Palm Beach; and

B) **approve** the Lease Agreement with Tenant to provide youth enrichment and fitness programming for a term of five (5) years at an annual rental rate of $1 to commence upon approval by the Board of County Commissioners (BCC).

Summary: A core service of the Parks and Recreation Department is to provide for youth education and enrichment activities which often involves partnerships with not-for-profit entities for the provision of such services. Tenant is a not-for-profit organization with the goal of providing programs that empower youth and their families in diverse and underserved communities in Palm Beach County through dance, fitness, technology, and the arts. The Lease Agreement is for a term of five (5) years commencing upon approval of same by the BCC, plus one (1) successive five (5) year option to extend, at an annual rental rate of $1. The Lease Agreement provides that (i) County shall be responsible for, and shall promptly pay all costs and expenses relating to, providing water, sewer, and electricity to the Premises (Provided Utilities); and (ii) Tenant shall be solely responsible for, and shall promptly pay all costs and expenses relating to, providing telephone, cable, internet, alarm installation, and alarm monitoring to the Premises and any other utility service provided to the Premises other than the Provided Utilities, as well as janitorial services and routine maintenance. The Parks and Recreation Department will manage and administer the Lease Agreement. **(Property & Real Estate Management) District 3 (ZQ)**

Background and Policy Issues: Pursuant to Section 125.38, Florida Statutes, the BCC may lease county-owned property to a not-for-profit organized for the purposes of promoting community interest and welfare if the BCC finds such property required for such use, is not needed for county purposes, and is used for public or community interest or welfare. Tenant is a Florida not-for-profit and intends to use the premises to provide youth enrichment and fitness activities through dance, fitness, technology, and the arts, in alignment with the mission of the Parks and Recreation Department. The Parks and Recreation Department does not otherwise have the resources to provide these recreation program services to the community at this location.

A Disclosure of Beneficial Interests is not required when the County leases property to a tenant, however, the Tenant has provided a Disclosure of Beneficial Interests identifying itself as a 501(c)(3) organization with no individuals or entities having a beneficial interest in Tenant's assets.

Attachments:
1. Location Map
2. Letter of Non-Profit Selection – Digital Vibez
3. Resolution
4. Lease Agreement

Recommended By: _____ 9/10/26
Department Director **Date**

Approved By: _____ 9/30/26
Chief Deputy County Administrator **Date**

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2027	2028	2029	2030	2031
Capital Expenditures					
Operating Costs					
External Revenues	($1)	($1)	($1)	($1)	($1)
Program Income (County)					
In-Kind Match (County					
NET FISCAL IMPACT	($1)	($1)	($1)	($1)	($1)
# ADDITIONAL FTE POSITIONS (Cumulative)					

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 0001 Dept 580 Unit 5110 Revenue 4902
Program N/A

B. Recommended Sources of Funds/Summary of Fiscal Impact: An annual rent amount of $1.00 for the initial five (5) year term and for the one (1) renewal term, if exercised.

Fixed Asset Number: F08094 – Lake Lytal Park
PCN: 00-43-44-06-00-000-3020

C. Departmental Fiscal Review: Angelo DiPierro

Digitally signed by Angelo DiPierro
DN: c=us, o=pbcgov, ou=BOARD OF COUNTY COMMISSIONERS, ou=Users, ou=FMB, cn=Angelo DiPierro, E=ADipierr@pbc.gov
Reason: I am the author of this document
Date: 2026.09.09 18:00:55-04'00'
Foxit PDF Editor Version: 12.1.0

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

OFMB 9/23/2026 KK 9/23 9/22

Contract Development and Control 9/24/26

B. Legal Sufficiency:

Assistant County Attorney

C. Other Department Review:

Department Director

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

LOCATION MAP



PCN(s):
00-43-44-06-00-000-3020

District:
3

Acres:
78.10

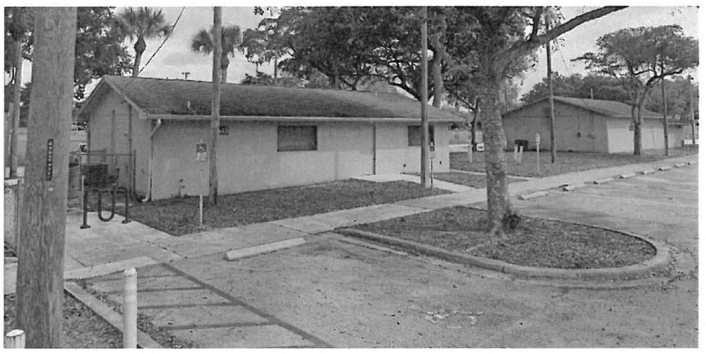
Site Ownership:
PALM BEACH COUNTY

Address:
3501 GUN CLUB RD
WEST PALM BEACH 33406

Zoning:
PO

As of 4/6/2026

FACILITIES DEVELOPMENT & OPERATIONS
PALM BEACH COUNTY, FL



View of building from the south parking lot

This map is provided for informational purposes only and is not intended to be used for description, conveyance, or authoritative definition of legal boundary.
The Property and Real Estate Management Division does not accept responsibility for damages experienced as a result of using, modifying, contributing or distributing the enclosed material.

Attachment 1

Attachment 2

Letter of Non-Profit Selection – Digital Vibez (2 pages)

INTEROFFICE COMMUNICATION
PARKS AND RECREATION DEPARTMENT

TO: Purvi Bhogaita, Director PREM Division
Tiffany Sanchez, Deputy Director PREM Division

FROM: Jennifer Cirillo, Director Parks and Recreation

CC: Paul Connell, Deputy Director Parks and Recreation
Jason Crosby, Interim Director, Facilities Development and Operations
Indira Persaud, Special Facilities Division Director
Kirk Brooks, Special Facilities
Kathy Bolander, Recreation Services Division Director
Bob Hamilton, Park Planning Research and Development Division Director

DATE: November 10, 2025

SUBJECT: **Selection of Non-Profit Partner at Lake Lytal Activity Building Lease**

The Parks and Recreation Department wishes to enter into a lease agreement with Digital Vibez, Inc., for the Activity Building located at 3645 Lake Lytal Park to provide a Let's Move 365 year-round wellness initiative and other community engagement activities for the local community in Central Palm Beach County.

The Departments selection of a non-profit partner at Lake Lytal Park was made because; their program constitutes a use for community interest and welfare as determined by our countywide community needs assessment which identified health and wellness as the third most important programming need for County residents, the Board has already determined that the programming Digital Vibez provides is important for the community by providing $250,000 in annual funding for the past two years, the property is not needed for County purposes and is currently vacant, and there is an existing contractual agreement with the organization in compliance with CW-L-029 (N) Requirements for the Acquisition, Disposition, Lease and Exchange of Real Property (attached).

The Parks and Recreation Department wishes to continue its long history of supporting local non-profit organizations that provide programming for a public purpose and support community interest and welfare that specifically aligns with the mission of the department by leasing the necessary space to Digital Vibez. Examples of this historical practice of leasing space and/or providing for the use of Parks and Recreation Department facilities to non-profit organizations aligning with the mission of the department and serving a public purpose by way of a Board of County Commissioners approved lease or agreement include:

- Loggerhead Marine Life Center, R2003-1246
- Okeeheelee BMX Parents Council, R1998-1015
- Center for Youth Activities, Inc., R2015-0783
- City of Delray Beach/Friends of Sandoway House, Inc., R2020-0824

- YMCA, R2021-0147
- Loxahatchee Battlefield Preservationists, Inc., R2021-0920
- Arts4All Florida, R2019-0652
- Junior Golf and Academics of America, Inc., R2003-0550
- Morikami Inc., R2017-0759
- Veterans of Foreign Wars, Inc., R2015-0623
- Lake Worth West Resident Planning Group, Inc., R2015-0060
- Drop In Action Sports, Inc., R2012-0592
- Delray Beach Playhouse, Inc., R2012-1385
- Northern Palm Beach County Chamber of Commerce Inc., R84-0133
- Friends of Daggerwing Nature Center Inc., R2010-2115
- Loxahatchee River Environmental Control District R2017-0168
- Friends of Okeeheelee Nature Center Inc. R2009-1799
- Friends of Green Cay Nature Center Inc. R2006-1302
- Rowing Club of the Palm Beach Inc. R2024-0052
- North Palm Beach Rowing Club inc. R2023-1080

In addition to providing services for a public purpose, the narrowly focused recreation non-profit partnership leases provide; value for the County by leveraging the finite resources of the Department to provide publicly accessible recreation activities and programs to County residents at a low cost that we could otherwise not provide; are exempt from the Purchasing Ordinance; and meet the requirements of FL Stat § 125.38:

Sale of county property to United States, or state.—If the United States, or any department or agency thereof, the state or any political subdivision or agency thereof, or any municipality of this state, or corporation or other organization not for profit which may be organized for the purposes of promoting community interest and welfare, should desire any real or personal property that may be owned by any county of this state or by its board of county commissioners, for public or community interest and welfare, then the United States, or any department or agency thereof, state or such political subdivision, agency, municipality, corporation or organization may apply to the board of county commissioners for a conveyance or lease of such property. Such board, if satisfied that such property is required for such use and is not needed for county purposes, may thereupon convey or lease the same at private sale to the applicant for such price, whether nominal or otherwise, as such board may fix, regardless of the actual value of such property. The fact of such application being made, the purpose for which such property is to be used, and the price or rent therefor shall be set out in a resolution duly adopted by such board. In case of a lease, the term of such lease shall be recited in such resolution. No advertisement shall be required.

It is for these reasons that the Parks and Recreation Department requests that Facilities Development and Operations / PREM proceed with entering into a lease agreement with Digital Vibez for the use of the Activity Building at Lake Lytal Park.

I am available should you have any questions. Thank you.

Attachment 3

Resolution (2 pages)

RESOLUTION NO. 2026-_____

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE LEASE OF CERTAIN REAL PROPERTY TO DIGITAL VIBEZ, A FLORIDA NOT-FOR-PROFIT CORPORATION, PURSUANT TO SECTION 125.38, FLORIDA STATUTES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Digital Vibez, a Florida not-for-profit corporation, ("Digital Vibez") has made application to the Board of County Commissioners of Palm Beach County requesting Palm Beach County lease certain real property owned by Palm Beach County to Digital Vibez for use by Digital Vibez providing programs that empower youth and their families in diverse and underserved communities in Palm Beach County through dance, fitness, technology, and the arts; and

WHEREAS, the County has an existing long-standing relationship with non-profit authorized program providers to the public at County parks; and

WHEREAS, Digital Vibez is a non-profit organization with an existing long-standing relationship with the County providing authorized youth programming within Palm Beach County parks; and

WHEREAS, the Board of County Commissioners of Palm Beach County has provided $250,000 in annual funding to the Palm Beach County Parks and Recreation Department for the past two (2) years, exemplifying its support of the programming provided by Digital Vibez; and

WHEREAS, the County selected Digital Vibez to provide youth enrichment and fitness programs through dance, fitness, technology, and the arts at Lake Lytal Park; and

WHEREAS, the Board of County Commissioners of Palm Beach County hereby find that entering into a lease with Digital Vibez for the operation of a youth fitness center at Lake Lytal Park is in the best interest of the County; and

WHEREAS, the Board of County Commissioners of Palm Beach County hereby finds that the aforementioned use constitutes a use for the community interest and welfare, said real property is required for such use, and said real property is not needed for County purposes.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, that:

Section 1. **Recitals**

The foregoing recitals are true and correct and incorporated herein by reference.

Section 2. Authorization to Lease Real Property

The Board of County Commissioners of Palm Beach County shall lease to Tenant, pursuant to the Lease attached hereto and incorporated herein by reference, the real property identified in such Lease for the use identified above, for a term of five (5) years with one (1) option to renew for successive periods of five (5) years, for an annual net rent of One Dollar ($1.00).

Section 3. Conflict with Federal or State Law or County Charter.

Any statutory or Charter provisions in conflict with this Resolution shall prevail.

Section 4. Effective Date.

The provisions of this Resolution shall be effective immediately upon adoption hereof.

The foregoing resolution was offered by Commissioner _____, who moved its adoption. The Motion was seconded by Commissioner _____, and upon being put to a vote, the vote was as follows:

Commissioner Sara Baxter, Mayor
Commissioner Marci Woodward, Vice Mayor
Commissioner Maria G. Marino
Commissioner Gregg K. Weiss
Commissioner Joel Flores
Commissioner Maria Sachs
Commissioner Bobby Powell, Jr.

The Mayor thereupon declared the resolution duly passed and adopted this

____ day of _____, 2026.

Attest:

SHANNON RAMSEY-CHESSMAN,
CLERK of the CIRCUIT COURT
& COMPTROLLER AD INTERIM

By: _____
Deputy Clerk

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

By: _____
Sara Baxter, Mayor

Approved as to Form and Legal Sufficiency

By: _____
Assistant County Attorney

Approved as to Terms & Conditions

By: _____ For
Department Director

Attachment 4

Lease Agreement (23 pages)

PALM BEACH COUNTY

LEASE AGREEMENT

between

PALM BEACH COUNTY

A POLITICAL SUBDIVISION OF THE

STATE OF FLORIDA
(County)

and

DIGITAL VIBEZ, INC.,

A FLORIDA NOT-FOR-PROFIT CORPORATION

(Tenant)

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") made and entered into _____, by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, ("County") and **DIGITAL VIBEZ, INC.**, a Florida not-for-profit corporation, (EIN: 46-5032425); ("Tenant") ("County" and "Tenant" collectively referred to as the "Parties").

W I T N E S S E T H:

WHEREAS, County is the owner of certain real property located within Lake Lytal Park as more specifically described hereinafter which Tenant desires to lease from County; and

WHEREAS, County is willing to lease such property to Tenant for the use set forth hereinafter.

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 Tenant to be observed and performed, County demises and leases to Tenant, and Tenant rents from County the real property improved with Activity Building A, (approximately 1,381 square feet), depicted in the lease premises area map in Exhibit "A" attached hereto and incorporated herein, together with all improvements located thereon (the "Premises").

Section 1.02 Length of Term and Commencement Date.

The term of this Lease shall commence upon the Effective Date, as hereinafter defined (the "Commencement Date") and shall extend for a period of five (5) years thereafter (the "Term"), unless sooner terminated pursuant to the provisions of this Lease.

Section 1.03 Option to Extend.

County hereby grants to Tenant, so long as Tenant shall not be in default of any term, covenant, condition, or payment of rent under this Lease, the right and option to extend the Term of this Lease for one (1) successive period of five (5) years under the same terms and conditions of this Lease and commencing upon the expiration of the initial Term of this Lease. Tenant shall exercise its option to extend, if at all, by written notice to County received by County on or before ninety (90) days prior to the expiration of the initial Term of this Lease.

Failure of Tenant to duly and timely exercise its option to extend the Term of this Lease shall be deemed a waiver of Tenant's right to said option and all further options.

ARTICLE II
RENT

Section 2.01 Annual Rent.

Tenant shall pay County an annual net rent of One and 00/100 Dollar ($1.00), payable without notice on the Commencement Date and each subsequent anniversary thereof. If the Term hereof commences and/or expires on other than the first (1st) or last day of a calendar month, the Annual Rent payable for such month shall be prorated and

paid on a per diem basis using a thirty (30) day month.

Rent shall be made payable to the Palm Beach County Board of County Commissioners and shall be delivered to the Palm Beach County Finance Department, Revenue Section, P.O. Box 4036, West Palm Beach, Florida 33402. This Lease shall be what is commonly referred to as "triple net" to County, it being understood by the Parties that County shall receive the rent payable hereunder free and clear of any and all impositions, taxes, liens, charges, and expense of any nature whatsoever relating to ownership or operation of the Premises, including without limitation those relating to taxes, if any, insurance, repair, maintenance, use, care, or operation.

Section 2.02 Additional Rent.

Any and all sums of money or charges required to be paid by Tenant under this Lease other than the Annual Rent shall be considered "Additional Rent", whether or not the same is specifically so designated and County shall have the same rights to enforce due and timely payment by Tenant of all Additional Rent as are available to County with regards to Annual Rent.

Section 2.03 Sales, Use and Rent, Taxes, Assessments, Ad Valorem, Real and Personal Property Taxes.

Tenant shall pay all sales, use or rent taxes assessed by any governmental authority against the Annual Rent and/or Additional Rent, if any, even if such tax is intended to be imposed against County. Tenant shall pay before delinquency all ad valorem and non-ad valorem taxes and assessments, whether general or special and all tangible or intangible personal property taxes and assessments of any kind or nature which may be levied by any governmental authority against the Premises, Tenant's leasehold interest in the Premises, Tenant's Alterations or personal property located on the Premises.

Section 2.04 Unpaid Fees, Holdover.

In the event Tenant fails to make timely payment of any rentals, fees, charges, and payments due and payable in accordance with the terms of this Lease within ten (10) days after same shall become due and payable, interest at the rate of one and one-half percent (1.5%) 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 County. Such interest shall constitute Additional Rent. Notwithstanding the foregoing, County shall not be prevented from terminating this Lease for default in the payment of rentals, fees, charges, and payments due to County pursuant to this Lease or from enforcing any other provisions contained herein or implied by law. In the event Tenant shall holdover, refuse, or fail to relinquish possession of the Premises at the expiration or termination of this Lease, Tenant shall be liable to County for any and all damages, and in addition thereto, Tenant shall also be strictly liable to pay to County during the entire period of such holdover, double rental, as provided in Chapter 83, Florida Statutes.

Section 2.05 Accord and Satisfaction.

In the event Tenant 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. County may accept any check or payment without prejudice to County's right to recover the balance due or to pursue any other remedy available to County pursuant to this Lease or under the law.

ARTICLE III
CONDITION OF LEASED PREMISES, ALTERATIONS

Section 3.01 Acceptance of Premises by Tenant.

Tenant certifies that Tenant has inspected the Premises and accepts same "As Is",

in its existing condition, together with all defects, latent or patent, if any, and subject to all easements, encumbrances, restrictions, and matters of record. Tenant further acknowledges that County has made no warranties or representations of any nature whatsoever regarding the Premises including, without limitation, any relating to the physical condition of the Premises or any improvements or equipment located thereon, or the suitability of the Premises or any improvements for Tenant's intended use of the Premises. No repair work, alterations, or remodeling of the Premises is required to be done by County as a condition of this Lease. Tenant agrees to perform all work at its own cost and expense which is necessary to fully equip and maintain the Premises for the lawful use of the Premises by Tenant as specified in Section 4.01 of this Lease.

Section 3.02 Construction of Project.

Tenant shall be solely responsible for any and all improvements, repairs alterations or other work necessary to render the Premises suitable for Tenant's intended use. Tenant shall design and construct such improvements at Tenant's sole cost and expense, in accordance with the requirements of this Lease and in full compliance with applicable building codes and zoning regulations. All of Tenant's construction and improvements shall be made and performed in a good and workmanlike manner and shall be diligently performed to completion.

Section 3.03 Alterations.

Tenant shall not make any improvements, additions, modifications or alterations to the Premises costing in excess of Twenty-Five Thousand Dollars ($25,000) (hereinafter collectively referred to as "Alterations"), without the prior written consent of County in each instance, which may be withheld in County's sole and absolute discretion. Tenant shall submit detailed plans and specifications for all such Alterations to County for County's written approval prior to commencing work on same. Tenant 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 Tenant, and not for the benefit of County, such work being nevertheless subject to each and every provision of this Lease. All work done by Tenant shall be done in a good and workmanlike manner and shall be diligently pursued to completion strictly in accordance with the approved plans and specifications therefor. Upon giving its approval for any work or Alterations, County may specify whether the Alteration is to be removed by Tenant, at Tenant's sole cost and expense, upon the termination or expiration of this Lease. All Capital Improvements to the premises must comply with **PPM CW-O-095, CAPITAL IMPROVEMENTS TO COUNTY FACILITIES BY NON-COUNTY ENTITIES.**

Section 3.04 Construction Bonds.

Tenant shall ensure that all improvements are constructed to completion in accordance with approved design and construction plans and that all persons or entities performing work or providing materials relating to such improvements including, but not limited to, all contractors, subcontractors, laborers, materialmen, suppliers and professionals, are paid in full for such services and materials. Prior to the commencement of any improvements to the Premises, the estimated cost of which exceeds Two Hundred Thousand Dollars ($200,000), Tenant shall cause to be made, executed, and delivered to County at Tenant's sole cost a bond that is in a form and substance reasonably satisfactory to County, that a company reasonably acceptable to County issues, and that guarantees Tenant's compliance with its obligations arising under this Lease. Tenant may not subdivide improvements or phase projects for the purpose of avoiding the foregoing bond requirement. County shall be named as the obligee on the bonds. In lieu of the bond required by this Section 3.04, Tenant may file with County an alternative form of security in the form of cash, money order, cashier's check, clean irrevocable letter of credit, or security of a type listed in Chapter 625, Part II, Florida Statutes; provided, however, the form of the security and company issuing such security, if applicable, shall be subject to the prior written approval of County and shall be in accordance with County's standard policies and procedures. Any such alternative form of security shall be for the same purpose and be subject to the same conditions as those applicable to the bond required by this Section 3.04. Any such alternative form of security may be reduced by Tenant subject to approval of County during the construction of the improvements, but not

more than once per month, based upon the percentage of completion of the improvements plus retainage, and County's Facilities Development and Operations Department, on behalf of County, may execute such certificates, notices, or other documents as may be necessary to effectuate such reduction. Tenant shall provide County evidence reasonably satisfactory to County evidencing the percentage of completion of the improvements, including, but not limited to, an executed Application and Certification for Payment (A1A Document G702) indicating the balance to finish the work, including retainage.

Section 3.05 Contractor Requirements.

Tenant shall also require contractors to furnish for the benefit of County a payment and performance bond to County equal to the cost of the improvements and in the form required under Section 255.05, Florida Statutes. Tenant shall also require contractors to furnish satisfactory evidence of statutory Worker's Compensation insurance, commercial general liability insurance, commercial automobile insurance, and physical damage insurance on a Builder's Risk form with the interest of County endorsed thereon, in such amounts and in such manner as County may reasonably require. County may require additional insurance for any alterations or improvements approved hereunder, in such amount as County reasonable determines to be necessary.

Section 3.06 No Liens.

Tenant covenants and agrees that nothing contained in this Lease shall be construed as consent by County to subject the estate of County to liability under the Construction Lien Law of the State of Florida, it being expressly understood that County's estate shall not be subject to such liability. Tenant shall notify any and all parties or entities performing work or providing materials relating to any improvements made by Tenant of this provision of this Lease. If so requested by County, Tenant shall file a notice satisfactory to County in the Public Records of Palm Beach County, Florida, stating that County's interest shall not be subject to liens for improvements made by Tenant. In the event that a construction lien is filed against the Tenant's Premises or other County property in connection with any work performed by or on behalf of Tenant, Tenant shall satisfy such claim, or transfer same to security, within ten (10) days from the date of filing. In the event that Tenant fails to satisfy or transfer such claim within said ten (10) day period, County may do so and thereafter charge Tenant, and Tenant shall promptly pay to County upon demand, as Additional Rent, all costs incurred by County in connection with the satisfaction or transfer of such claim, including attorney's fees. Further, Tenant agrees to indemnify, defend, and save County harmless from and against any damage or loss incurred by County as a result of any such construction lien.

ARTICLE IV
CONDUCT OF BUSINESS AND USE OF PREMISES BY TENANT

Section 4.01 Use.

Tenant shall use and occupy the Premises solely and exclusively for programs that empower youth and their families in diverse and underserved communities through dance fitness, technology, and the arts. Tenant shall not use, permit, or suffer the use of the Premises for any other use, business, or purpose whatsoever without the prior written consent of County, which consent may be granted or withheld in County's sole discretion. Tenant acknowledges and understands that on-site parking is limited and parking is available on a first-come first-served basis with no reserved parking. County shall not be obligated to provide any parking to Tenant, or otherwise reserve any additional parking for use by Tenant.

Section 4.02 Waste or Nuisance.

Tenant 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 County's fee interest in the Premises or which results in an unsightly condition. All refuse

is to be removed from the Premises at Tenant's sole cost and expense and Tenant will keep such refuse in proper fireproof containers on the interior of the Premises until removed. Tenant will keep the access to the Premises, the parking areas, and other contiguous areas to the Premises free and clear of obstruction. Tenant, at its sole cost and expense, will keep the Premises free of rodents, vermin, and other pests.

Section 4.03 Governmental Regulations.

Tenant shall, at Tenant'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 Tenant or Tenant's use of the Premises, or the Premises generally. Tenant shall indemnify, defend, and save County harmless from any and all penalties, fines, costs, expenses, suits, claims, or damages resulting from Tenant's failure to perform its obligations in this Section.

Section 4.04 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 R2025-0748, as may be amended, Tenant warrants and represents that throughout the term of this 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, or genetic information. Failure to meet this requirement shall be considered default of this Lease.

As a condition of entering into this Lease, Tenant represents and warrants that it will comply with County's Commercial Nondiscrimination Policy as described in Resolution R2025-0748, as amended. As part of such compliance, Tenant shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Tenant retaliate against any person for reporting instances of such discrimination. Tenant shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in County's relevant marketplace in Palm Beach County. Tenant understands and agrees that a material violation of this clause shall be considered a material breach of this Lease and may result in termination of this Lease, disqualification or debarment of the company from participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Tenant shall include this language in its subcontracts.

Section 4.05 Surrender of Premises.

Upon termination or expiration of this Lease, Tenant, at its sole cost and expense, if so directed by County, shall remove Tenant's personal property, removable fixtures, equipment and Alterations from the Premises and shall surrender the Premises to County 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 County.

Section 4.06 Hazardous Substance

Tenant 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 Tenant's operations, on the Premises, or any adjacent land in any manner not permitted by Environmental Laws. Furthermore, Tenant 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 Tenant or any third party, shall be reported to County immediately upon the knowledge thereof by Tenant. Tenant shall be solely responsible for the entire cost of remediation and clean-up 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 Tenant, or Tenant's agents, licensees, invitees, subcontractors, or employees.

Tenant hereby agrees to indemnify, defend, and hold harmless County from and against any and all claims, suits, judgments, loss, damage, fines, or liability which may be incurred by County, including reasonable attorney's fees and costs, which may arise directly, indirectly or proximately as a result of any violation of the Disposal of any Hazardous Materials upon the Premises or violation of this provision. Tenants responsibility hereunder shall continue and apply to any violation hereof, whether the same is discovered during the term hereof or otherwise. While this provision establishes contractual liability of Tenant, it shall not be deemed to alter or diminish any statutory or common law liability of Tenant.

Tenant acknowledges that County would not have entered into this Lease without the indemnification contained herein and acknowledges the receipt and sufficiency of separate good and valuable consideration for such indemnification. This provision shall survive expiration or termination of this Lease.

ARTICLE V
REPAIRS AND MAINTENANCE OF PREMISES

Section 5.01 Responsibility of County and Tenant.

County shall not be obligated or required to make or conduct any maintenance or repairs whatsoever to the Premises. Tenant shall keep and maintain all portions of the Premises and all Alterations and improvements currently existing or constructed hereinafter on or about the Premises, in good condition and repair, at Tenant's sole cost and expense. Tenant shall also be responsible, at its sole cost and expense, for providing janitorial services to the Premises.

Section 5.02 County's Right to Inspect.

County or County's agents shall have the right, upon reasonable prior notice to Tenant (except that no notice need be given in case of emergency) to enter the Premises for the purpose of inspection of the Premises and the improvements located thereon. Any such entrance into the Premises shall be conducted by County in a manner calculated to minimize interference with or disruption of Tenant's operations within the Premises.

ARTICLE VI
UTILITIES

County shall be responsible for, and shall promptly pay all costs and expenses relating to, providing water, sewer, and electricity to the Premises (collectively, the "Provided Utilities"). County shall pay directly to the utility company or the service provider, as applicable, all charges and assessments for the Provided Utilities (collectively,

the "Utility Expenses"). Tenant shall be solely responsible for, and shall promptly pay all costs and expenses relating to, providing telephone, cable, internet, alarm installation and alarm monitoring to the Premises and any other utility service provided to the Premises other than the Provided Utilities (collectively, the "Tenant Utilities"). Tenant shall pay directly to the utility company or the service provider, as applicable, all charges and assessments for the Tenant Utilities. In no event shall County be liable for an interruption or failure in the supply of any such Provided Utilities or Tenant Utilities to the Premises.

If, in the reasonable judgment of County, the aggregate Utility Expenses for the Premises exceeds the typical or average usage for similar premises under comparable conditions and operations, County may, at its sole discretion, invoice Tenant for the excess Utility Expenses, and said invoice shall be paid within ten (10) days of receipt. Notwithstanding the above, County may, in its sole discretion, decide not to invoice for the excess Utility Expenses if such excess is due to causes beyond Tenant's control, including but not limited to: (a) utility company rate increases or service changes, (b) mechanical or plumbing failures (i.e., broken pipes, HVAC malfunctions), (c) other events not caused by Tenant's negligence, misuse, overuse or failure to maintain the Premises.

ARTICLE VII
INSURANCE

Unless otherwise specified in this Lease, Tenant shall maintain, at its sole expense, in full force and effect at all times during the life of this Lease or the performance of work hereunder, insurance limits, coverages or endorsements required herein. Tenant hereby agrees the requirements contained herein, as well as County's review or acceptance of insurance, is not intended to and shall not in any manner limit nor qualify Tenant's liabilities and obligations under this Lease. Tenant shall cause any contractor or subcontractor performing work within the Premises on behalf of Tenant to, at all times during the performance of such work, maintain in full force and effect insurance of the same type and amount as Tenant required herein.

Section 7.01 Commercial General Liability.

Tenant shall maintain: Commercial General Liability with limits of liability not less than One Million Dollars ($1,000,000) Each Occurrence including coverage for, but not limited to, Premises/Operations, Products/Completed Operations, Contractual Liability, Personal/Advertising Injury and Cross Liability; Fire Legal Liability with a limit not less than One Hundred Thousand Dollars ($100,000); and Medical Payments (when available) with a limit not less than Five Thousand Dollars ($5,000). Tenant shall ensure such coverage is provided on a primary basis.

Section 7.02 Business Auto Liability.

Tenant shall maintain Business Automobile Liability with limits of liability not less than Five Hundred Thousand Dollars ($500,000) Each Occurrence for owned, non-owned, and hired automobiles. In the event Tenant has no owned automobiles, this requirement shall be to maintain only Hired & Non-Owned Auto Liability. This amended coverage may be satisfied by way of endorsement to the Commercial General Liability or separate Business Auto Liability. Tenant shall ensure such coverage is provided on a primary basis.

Section 7.03 Workers' Compensation & Employers Liability.

Tenant shall maintain Workers' Compensation & Employers Liability in accordance with Chapter 440, Florida Statutes, and applicable federal acts. Tenant shall ensure such coverage is provided on a primary basis.

Section 7.04 Property, Wind, and Flood Insurance.

Tenant shall maintain: (1) property insurance in an amount not less than 100% of

the total replacement cost of any buildings, additions, betterments and improvements to the property, including those made by or on behalf of Tenant, as well as Tenant's personal property and contents located on the Premises. The settlement clause shall be on a Replacement Cost basis. Coverage shall be written with a Special - Cause of Loss (All-Risk) form and include an endorsement for Ordinance & Law in an amount not less than twenty-five percent (25%) of the property insurance limit. (2) Flood insurance, regardless of the flood zone, in an amount not less than one hundred percent (100%) of the total replacement cost of any buildings, additions, betterments, or improvements, including those made by or on behalf of Tenant as well as Tenant's contents located on the Premises, or the maximum amount available from the National Flood Insurance Program, whichever is less. (3) Windstorm insurance, unless included as a covered peril in the property insurance, in an amount not less than one hundred percent (100%) of the total replacement cost of any buildings, additions, betterments or improvements, including those made by or on behalf of Tenant as well as Tenant's personal property and contents located on the Premises, or the maximum amount available under the Florida Windstorm Underwriting Association, whichever is less. Tenant shall ensure such coverage is provided on a primary basis.

Section 7.05 Additional Insured Endorsement.

Tenant shall cause each liability insurance policy required to be maintained by Tenant to be endorsed to add County as an Additional Insured on, except for Workers' Compensation and Business Auto Liability. The CG 2011 Additional Insured - Managers or Lessors of Premises or CG 2026 Additional Insured - Designated Person or Organization endorsements, or their equivalent, shall be used to endorse the Commercial General Liability policy. The standard Additional Insured endorsement offered by the insurer shall be used to endorse the other policies, when required. Tenant shall ensure the Additional Insured endorsements provide coverage on a primary basis. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents", c/o Property & Real Estate Management Division, 2633 Vista Parkway, West Palm Beach, FL 33411-5605.

Section 7.06 Loss Payee Endorsement.

Tenant shall cause the Property, Flood, and Windstorm Insurance policies to be endorsed to add County as a Loss Payee. Tenant shall ensure the Loss Payee endorsement provides coverage on a primary basis. The Loss Payee endorsement shall read "Palm Beach County Board of County Commissioners", c/o Property & Real Estate Management Division, 2633 Vista Parkway, West Palm Beach, FL 33411-5605.

Section 7.07 Certificate of Insurance.

Tenant will deliver to EBIX, which is County's authorized insurance management system, a certificate of insurance with respect to each required policy to be provided by Tenant under this Section. 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
c/o EBIX, Inc.
PO Box 100085- DX
Duluth, GA 30096
pbcounty@ebix.com

Subsequently, Tenant shall, during the term of the Lease, and prior to each renewal thereof, provide such evidence to EBIX. 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, Tenant 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. Should Tenant fail to maintain the insurance required herein, County shall have the right, but not the obligation, to purchase or maintain said insurance, and Tenant shall promptly pay as Additional Rent, upon demand from County, all premiums and expenses incurred by County.

Section 7.08 Waiver of Subrogation.

Tenant hereby agrees to a Waiver of Subrogation for each required policy. When required by the insurer or should a policy condition not allow a pre-loss agreement to waive subrogation without an endorsement, Tenant shall notify its insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition prohibiting such an endorsement, or voiding coverage should Tenant enter into such an agreement on a pre-loss basis.

Section 7.09 Premiums and Proceeds.

Tenant shall not keep, use, sell, or offer for sale in or upon the Premises any article which may be prohibited by any condition, provision or limitation of the property, flood, or wind insurance policies. Tenant shall be responsible for all premiums, including increases, for all insurance policies required by this Lease. All property, flood, or windstorm insurance proceeds as a result of a loss shall be made available for use to promptly replace, repair, or rebuild the buildings, betterments, and improvements, including those made by or on behalf of Tenant, in order to ensure a replacement cost settlement and avoid policy cancellation.

Section 7.10 Deductibles, Coinsurance, and Self-Insured Retention.

Tenant shall be fully and solely responsible for any deductible, coinsurance penalty, or self-insured retention, including any losses, damages, or expenses not covered due to an exhaustion of limits or failure to comply with the policy terms.

Section 7.11 Right to Revise or Reject.

County, by and through its Risk Management Department in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements.

Section 7.12 No Representation of Coverage Adequacy.

The limits, coverages, or endorsements identified herein primarily transfer risk and minimize liability for County, and Tenant agrees not to rely upon such requirements when assessing risk or determining appropriate types or limits of coverage to protect Tenant against any loss exposures, whether as a result of this Lease or otherwise.

Section 7.13 Insurance for Special Events and Outside Persons/Groups.

Excluding County or its affiliates, when Tenant permits or schedules the use of the Premises for a special event or outside persons/groups, Tenant shall require the special event or outside person/group to maintain Commercial General Liability, as described in Section 7.01 of this Lease, with limits of liability not less than One Million Dollars ($1,000,000). Tenant shall ensure that County and Tenant are named as Additional Insured under such policy, as described in Section 7.05 of this Lease. Tenant shall obtain and, when requested by County, furnish copies of certificates of insurance evidencing such coverage for the special event or outside person/group.

ARTICLE VIII
INDEMNIFICATION

Tenant shall indemnify, defend, and save harmless County from and against any and all claims, suits, actions, damages, and/or causes of action arising during the Term of this Lease for any personal injury, loss of life, environmental contamination, and/or damage to property sustained in or about the Premises by reason, during, or as a result of the use and occupancy of the Premises by Tenant, its agents, employees, licensees, invitees, any subtenant, and the general public, and from and against any orders, judgments, and/or decrees which may be entered thereon, and from and against all costs, attorney's fees, expenses, and liabilities incurred in and about the defense of any such claim at trial or on appeal. In the event County shall be made a party to any litigation commenced against Tenant or by Tenant against any third party, then Tenant shall protect and hold County harmless and pay all costs and attorney's fees incurred by County in connection with such litigation, and any appeals thereof. Tenant recognizes the broad nature of this indemnification provision and specifically acknowledges that County would not have entered into this Lease without Tenant's agreement to indemnify County and further acknowledges the receipt of good and valuable separate consideration provided by County in support hereof in accordance with the laws of the State of Florida. This provision shall survive expiration or termination of this Lease.

ARTICLE IX
DESTRUCTION OF PREMISES

In the event the Premises shall be destroyed or so damaged or injured by fire or other casualty during the Term of this Lease or any extension thereof, whereby the same shall be rendered untenable, in whole or in part then County, after County's receipt of the insurance proceeds described in Article VII of this Lease, shall, at its sole option, commence restoration thereof within sixty (60) days and thereafter diligently pursue the restoration to completion, or alternatively, County shall have the right, at its option, not to restore the Premises but to terminate this Lease and to retain all insurance proceeds payable on account of said casualty as County's sole property. In the event County elects to terminate this Lease, the Parties shall be relieved of all further obligations hereunder arising after the date of such termination. The termination herein mentioned shall be evidenced in writing.

ARTICLE X
ASSIGNMENT AND SUBLETTING

Tenant 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 County, which may be granted or withheld at County'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 this 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 Tenant.

The occurrence of any one or more of the following shall constitute an Event of Default by Tenant under this Lease: (i) Tenant's failure to pay any sum due hereunder within fifteen (15) days after the same shall become due; (ii) Tenant's failure to perform

or observe any of the agreements, covenants, or conditions contained in the Lease on Tenant's part to be performed or observed if such failure continues for more than thirty (30) days after notice from County; (iii) Tenant's vacating or abandoning the Premises; or (iv) Tenant's leasehold estate being taken by execution, attachment, or process of law or being subjected to any bankruptcy proceeding. If any Event of Default occurs, then at any time thereafter while the Event of Default continues, County shall have the right to pursue such remedies as may be available to County under the law, including, without limitation, the right to give Tenant notice that County intends to terminate this Lease upon a specified date not less than three (3) days after the date said notice is received by Tenant, in which event this Lease shall then expire on the date specified therein 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 three (3) day period and County is so notified, this Lease will continue.

Section 11.02 Default by County.

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

ARTICLE XII
ANNUAL BUDGETARY FUNDING/CANCELLATION

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. Notwithstanding anything in this Lease to the contrary, County may cancel this Lease for any reason upon three (3) months prior written notice to Tenant.

ARTICLE XIII
QUIET ENJOYMENT

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

ARTICLE XIV
MISCELLANEOUS

Section 14.01 Entire Agreement.

This Lease and any Exhibits attached hereto constitute all agreements, conditions, and understandings between County and Tenant 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 County or Tenant 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 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 telecopied, faxed, or emailed 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 County at:

Property and Real Estate Management Division
Attention: Director
2633 Vista Parkway
West Palm Beach, Florida 33411-5605
Telephone: (561) 233-0217
Fax: (561) 233-0210
Email: pbhogaita@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 Parks and Recreation Department
Attention: Kathy Bolander
Recreation Services Director
2700 Sixth Avenue South
Lake Worth, Florida 33461
Telephone: (561) 966-6628

(b) If to Tenant at:
Digital Vibez, Inc.
Attn: Wilford Romelus
2635 Old Okeechobee Road
West Palm Beach, FL 33409
Telephone: (561) 847-4521
Email: wil@digitalvibez.org

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

Section 14.03 Disclosure of Beneficial Interest.

Tenant represents that simultaneously with Tenant's execution of this Lease, Tenant has executed and delivered to County, Tenant's Disclosure of Beneficial Interests attached hereto as Exhibit "B", attached hereto and made a part hereof, (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 Tenant. Tenant 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 Tenant after the date of execution of the Disclosure until the Effective Date of the Lease, Tenant shall immediately, and in every instance, provide written notification of such change to County pursuant to Section 14.02 of this Lease.

Section 14.04 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 14.05 Broker's Commission.

Tenant represents and warrants that Tenant has not dealt with any real estate salesperson, agent, finder, or broker in connection with this Lease, and further agrees to indemnify, defend, and hold harmless County from and against any claims or demands of any such salesperson, agent, finder, or broker claiming to have dealt with Tenant. The foregoing indemnification shall include all costs, expenses, and fees, including reasonable attorney's fees at trial and all appellate levels, expended or incurred in the defense of any such claim or demand.

Section 14.06 Recording.

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

Section 14.07 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 14.08 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 14.09 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 14.10 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 14.11 Waiver; Accord and Satisfaction.

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

Section 14.12 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 14.13 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 14.14 Incorporation by Reference.

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

Section 14.15 Survival.

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

Section 14.16 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 Tenant.

Section 14.17 Palm Beach County Office of the Inspector General Audit Requirements.

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 Tenant, 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 14.18 Nongovernmental Entity Human Trafficking.

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

Section 14.19 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, Tenant certifies that it, its affiliates, suppliers, subcontractors,

and tenants 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 14.20 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 14.21 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, County shall be entitled to the entire award therefor, including, without limitation, any award relating to both Tenant's leasehold estate and County's reversionary interest in the fee simple estate, without deduction, claim or setoff for any present or future estate of Tenant. Tenant hereby assigns and relinquishes to County all right, title, and interest in such award and shall execute all documents required to evidence such result. Notwithstanding the foregoing, Tenant 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, Tenant 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 Tenant 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. County shall have no obligation to restore the Premises improvements or otherwise perform any work upon same as a result of any such taking.

Section 14.22 Criminal History Records Check.

Tenant, Tenant's employees, subcontractors of Tenant, and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 – 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolutions R2013-1470, R2015-0572, and R2024-0549, as amended. Tenant is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, Tenant acknowledges that Tenant is responsible for any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable Federal Department of Law Enforcement/Federal Bureau of Investigation fees that shall be paid by County.

This Lease may include sites and/or buildings which have been designated as either "critical facilities" or "criminal justice information facilities" pursuant to the Ordinance and Resolution R2003-1274, as amended. County staff representing County department will contact Tenant(s) and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. Tenant shall make every effort to collect the badges of its employees and its subcontractors' employees upon conclusion of the contract and return them to County. If Tenant or its subcontractor(s) terminates an employee who has been issued a badge, Tenant must notify County within two (2) hours. At the time of termination, Tenant shall retrieve the badge and shall return it to County in a timely manner.

County reserves the right to suspend Tenant if Tenant 1) does not comply with the requirements of County Code Section 2-371 – 2-377, as amended; 2) does not contact

County regarding a terminated Tenant employee or subcontractor employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

Section 14.23 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 and approved by the Palm Beach County Board of County Commissioners, which date of approval shall constitute the Effective Date of this Lease.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

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

Signed and delivered in the presence of:

WITNESS:

Jackie Lambert

Witness Signature

Jackie Lambert

Print Witness Name

TENANT:

Digital Vibez, Inc., a Florida not-for-profit corporation

By:

Print Name: Wilfrid Pyrolus

Print Title: Founder / CEO

(SEAL)
(corporation not for profit)

SIGNATURE PAGE to LEASE AGREEMENT between PALM BEACH COUNTY and DIGITAL VIBEZ, INC.

ATTEST:

SHANNON RAMSEY-CHESSMAN, CLERK of the CIRCUIT COURT & COMPTROLLER AD INTERIM

By: _____
Deputy Clerk

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

By: _____
Sara Baxter, Mayor

APPROVED AS TO LEGAL SUFFICIENCY

By: _____
Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By: _____ For
Department Director

EXHIBIT "A"

THE "PREMISES"

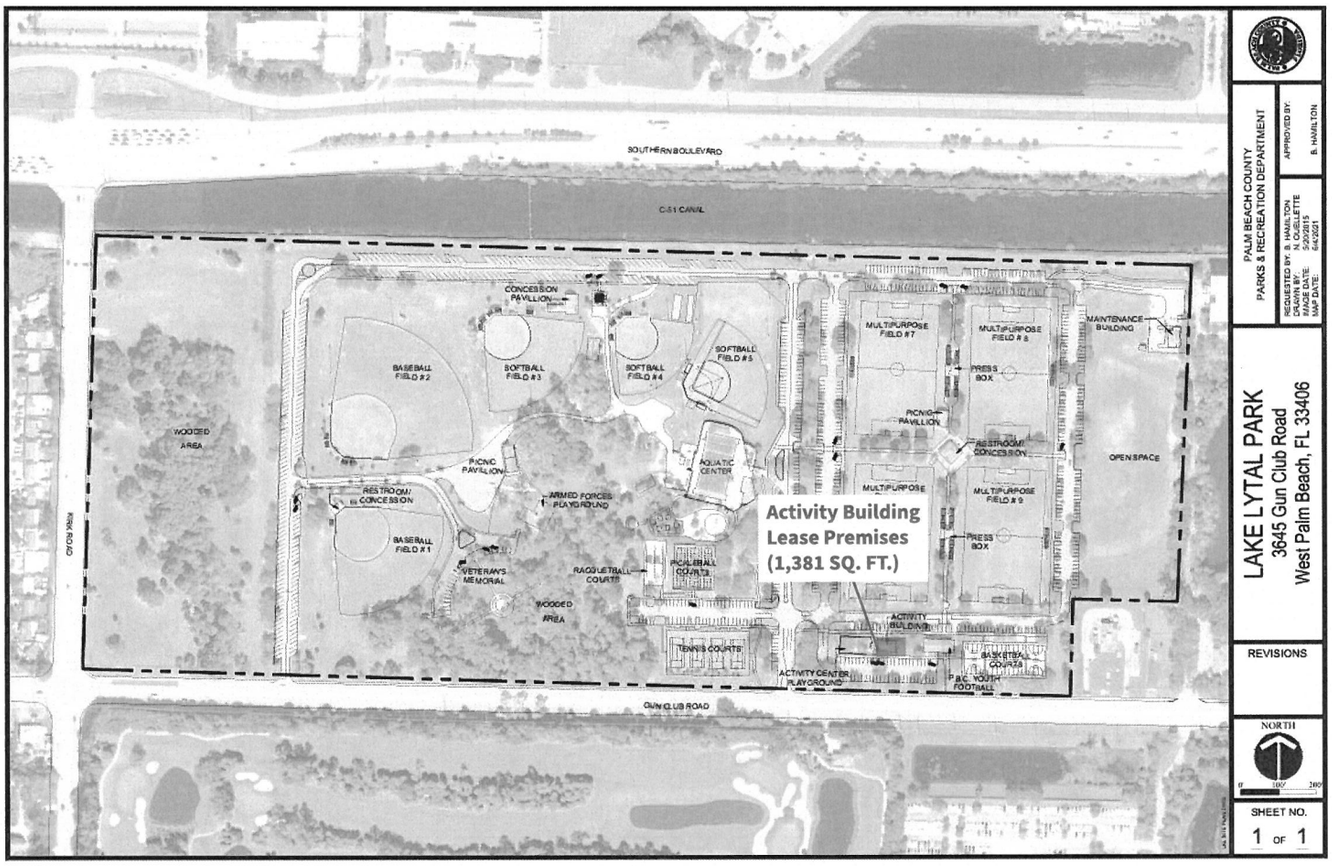


EXHIBIT "B"

TENANT'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

BEOFRE ME, the undersigned authority, on this day personally appeared Wilford Romelus, hereinafter referred to as "Affiant", who being first duly sworn, under oath, deposes and states as follows:

1. Affiant is the CEO/Founder (position-i.e president, partner, trustee) of Digital Vibez, Inc. (name and type of entity-i.e. ABC Corporation, XYZ Limited Partnership), (the "Tenant") which entity seeks to do business with Palm Beach County.

2. Affiant's address is: 5 Harvard Cir. Ste 109 WPB 33409

3. Attached hereto and made a part hereof as Attachment 1, 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 Tenant and the percentage interest of each person or entity.

4. Affiant further states that Affiant is familiar with the nature of the oath and with the penalties provided by 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.

FURTHER AFFIANT SAYETH NAUGHT.

_____, Affiant
Print Affiant Name: Wilford Romelus

State of Florida
County of Palm Beach

Subscribed and Sworn to before by means of ☑ physical presence or ☐ online notarization on this day of Jan. 16, 2026 by Wilford Romelus who ☐ is personally known to me or ☑ has presented Driver license (type of identification) as identification.

(Notary Stamp)

CAROLINA RODRIGUEZ
MY COMMISSION # HH 334167
EXPIRES: November 20, 2028

_____
Notary Public

My Commission Expires: 11/20/26

ATTACHMENT 1 TO TENANT'S DISCLOSURE OF BENEFICIAL INTEREST

SCHEDULE TO BENEFICIAL INTERESTS IN PROPERTY

Tenant is only required to identify five percent (5%) or greater beneficial interest holders. If none, so state. Tenant must identify individual owners. If, by way of example, Tenant is wholly or partially owned by another entity, such as a corporation, Tenant 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
Digital Vibez, Inc.	5 Harvard Circle Suite 109 West Palm Beach, FL. 33409	is a non-profit 501(c)(3) and has no shareholders.

EXHIBIT "C"

NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT

[Fla. Stat. §787.06(13)]

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, Wilford Romelus, am an officer or representative of Digital Vibez, Inc (Tenant), and attest that Tenant 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.

Digital Vibez, Inc.,
a Florida not-for-profit corporation

By: _____
Print Name: Wilford Romelus
Print Title: Founder / CEO

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was sworn to and subscribed before me by means of ☑ physical presence or ☐ online notarization this, 16 day of January, 2026, by Wilford Romelus, the founder / CEO of **Digital Vibez, Inc.**, a Florida not-for-profit corporation, who ☐ is personally known to me or ☑ has produced driver license as identification.

(Notary Seal)

CAROLINA RODRIGUEZ
MY COMMISSION # HH 334187
EXPIRES: November 20, 2026

_____
Notary Public, State of Florida
Print Notary Name: Carolina Rodriguez
My Commission Expires: 11/20/26