MEMORANDUM

Agenda Item No. 8(F)(2)

TO:	Honorable Chairman Jean Monestime and Members, Board of County Commissioners	**DATE:**	December 1, 2015
FROM:	Abigail Price-Williams County Attorney	**SUBJECT:**	Resolution approving terms of and authorizing execution by the County Mayor of a lease agreement between Miami-Dade County and Courthouse Realty Corporation for premises located at 22 NW First Street, Miami, Florida, to be utilized by the Clerk of Courts, with a total fiscal impact to the County estimated to be $48,612,694.50 for the five-year term of the lease and three additional five-year optional renewal periods; approving and authorizing execution by the County Mayor or the County Mayor's designee of a Settlement Agreement between Miami-Dade County and Mr. Salomon Terner, the previous landlord of the premises, in the amount of $500,000.00 to be paid to the County; and authorizing the County Mayor or the County Mayor's designee to exercise any and all other rights conferred therein

The accompanying resolution was prepared by the Internal Services Department and placed on the agenda at the request of Prime Sponsor Commissioner Bruno A. Barreiro.

Abigail Price-Williams
County Attorney

APW/cp

Memorandum

MIAMI-DADE COUNTY

Date: December 1, 2015

To: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

Subject: Settlement Agreement with Salomon Terner and Lease Agreement with Courthouse Realty Corporation, a Florida For-Profit Corporation, for Property Located at 22 NW 1 Street, Miami, Florida, to be utilized by the Clerk of Courts
Lease No. 01-0111-050-1030-L05

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached Settlement Agreement between Miami-Dade County (County) and Salomon Terner which releases and discharges both parties from any liability and damages under the terms of a lease agreement authorized by the Board in April 1999 for the County's rental of premises from Mr. Terner for use by the Clerk of Courts. It is also recommended that the Board authorize the execution of the attached Lease Agreement between the County and Courthouse Realty Corporation (Landlord), a Florida for-profit corporation, for property located at 22 NW 1 Street, Miami, Florida, to be utilized by the Clerk of Courts. More specifically, the resolution does the following:

- Approves a Settlement Agreement between the County and Salomon Terner stipulating that Mr. Terner shall pay the County $500,000.00 as termination payment in settlement of any and all claims under their lease agreement, including claims of overpayments made by the County in the reimbursement of real estate taxes and security services;
- Authorizes the lease of a four-story building, constituting 55,182 square feet, to be used as offices for the Clerk of Courts, including administrative services for the State of Florida for an initial lease term of five (5) years, plus three (3) five-year option to renew periods.

Scope

The property is located in County Commission District 5, which is represented by Commissioner Bruno A. Barreiro.

Fiscal Impact/Funding Source

The County shall receive $500,000.00 as proceeds of the Settlement Agreement between the County and Salomon Terner, which shall be entered into the General Fund account.

The estimated fiscal impact to the County for the first year of the initial lease term will be $1,812,809.18. This amount is comprised of the annual base rent, which is $1,409,380.44 ($25.54 per square foot); $328,928.74 for operating expenses (i.e., utilities, maintenance and janitorial services, and real estate taxes); and $74,500.00 for security services and alarm monitoring. Additionally, a $56,375.22 lease management fee, which amounts to four (4) percent of the annual base rent, will be paid to the Internal Services Department.

The fiscal impact for the initial five-year lease term plus the three (3) additional five-year option to renew periods is estimated to be $48,612,694.50. This cost factors in a three (3) percent annual rental increase, a three (3) percent annual operating expense increase, and a 2.5 percent security services and alarm monitoring fee increase. Additionally, a total of $1,514,847.16 will be budgeted to pay for lease management services for the 20-year timeframe, i.e., the initial lease term plus the option to renew periods. The Clerk of Courts is supported by the General Fund which is the funding source for all costs associated with the Lease Agreement.

Track Record/Monitor
This Lease Agreement was prepared by the Internal Services Department on behalf of the Clerk of Courts. Dirk Duval of the Real Estate Development Division in the Internal Services Department is the Lease Monitor.

Delegation of Authority
Authorizes the County Mayor or the County Mayor's designee to execute the attached Lease Agreement and exercise all other rights conferred therein. Also authorizes the County Mayor or the County Mayor's designee to execute the attached Settlement Agreement and exercise all rights conferred therein, including, but not limited to, depositing the proceeds of the Settlement Agreement into the General Fund account.

Background
The Clerk of Courts has been operating from 22 NW 1 Street, Miami, Florida, since 1999. Resolution No. R-351-99, adopted by the Board on April 13, 1999, authorized the lease at this location with Salomon Terner as the landlord. The lease agreement expired in April 2014 and the Clerk of Courts continues to occupy the property under the lease's holdover provision.

During the term of the 1999 lease agreement, an informal audit conducted proactively by the Internal Services Department identified overpayments by the County to the landlord in the amount of $1,203,953.66. The overpayments stemmed from reimbursement of real estate property taxes and security services for the leased premises. Additionally, the landlord claimed to have made improvements to the leased premises during the term of the 1999 lease agreement and paid for maintenance and supplies that were beyond what was required by the terms of the lease.

In an effort to settle any and all claims, the County and Mr. Terner negotiated the attached Settlement Agreement, in which Mr. Terner agrees to pay the County $500,000.00. Under the Settlement Agreement, both parties agree to release and discharge each other from any further liability or obligations as it relates to the lease agreement. Furthermore, the County has determined that if it brought a cause of action against Mr. Terner to recover the various overpayments, the County would be limited to recovering only the last five (5) years of overpayment, which would be a maximum of $401,036.91 due to the applicable statute of limitations.

The Clerk of Courts desires to continue to lease the premises. Therefore, the County is entering into a new lease agreement with Courthouse Realty Corporation, the successor-in-interest to the landlord, on behalf of the Clerk of Courts to remain at the same location. Mr. Terner is the president of Courthouse Realty Corporation, which is the Landlord under the proposed Lease Agreement. This Lease Agreement is in the best interest of the Clerk of Courts in order to minimize any operational impacts to the Clerk of Courts and the public it serves.

Additional Lease details are as follows:

COMPANY PRINCIPALS:	Salomon Terner, President Sergio Cedeno, Treasurer Leonor Schuck, Secretary
LEASE TERM:	Five (5) years, plus three (3) additional five-year option to renew periods.
EFFECTIVE DATES:	Commencing the first day of the month following the effective date of the resolution by the Board approving the Lease Agreement.

RENTAL RATE:

The County currently pays $1,409,380.44 ($25.54 per square foot) in annual base rent. The annual rent for the first year of the new Lease Agreement will be $1,409,380.44, ($25.54 per square foot) on an annual basis. The annual rent for the second year of the Lease Agreement through the option to renew periods shall increase by approximately three (3) percent annually.

LEASE CONDITIONS:

The Landlord is responsible under the Lease Agreement for the maintenance of the structural portions of the premises, including, but not limited to, the plumbing, elevators, flooring, HVAC systems, dehumidifiers and electric systems.

The County shall pay the Landlord, as additional rent, the cost of operating expenses (e.g., utilities, maintenance, cleaning, and real estate taxes) incurred during the term of the Lease Agreement.

CANCELLATION PROVISION:

The County shall have the right, at any time, without cause, to terminate the Lease Agreement by giving the Landlord at least 60-day advanced written notice of such cancellation.

OTHER PROPERTIES EVALUATED:

150 SE 2 Avenue, Miami, Florida – $35.00 per square foot on an annual basis. Operating expenses are the responsibility of the tenant.

150 West Flagler Street, Miami, Florida – $32.00 per square foot on an annual basis. Operating expenses are included in the cost of the rent.

Attachment

Edward Marquez
Deputy Mayor

SETTLEMENT AGREEMENT

This Settlement Agreement (the "Agreement") is entered into this ___ day of _____ 2015 ("Effective Date") by and between Salomon Terner ("Landlord"), a Florida corporation, and Miami-Dade County ("Tenant"), a political subdivision of the State of Florida.

WHEREAS, the Landlord owns certain property, located at 22 N.W. First Street, Miami, Florida, which is improved with a four (4) story building; and

WHEREAS, on or about April 26, 1999, pursuant to Miami-Dade County Resolution R-351-99, the Landlord and the Tenant entered into a lease agreement, for the Tenant's use of the property, for a five (5) year initial term, with two (2) five (5) year options to renew ("Lease Agreement"); and

WHEREAS, during the initial term of the Lease Agreement, and the renewal periods, up to 2014, the Tenant made payments to the Landlord for the reimbursement of real estate (property) taxes, which in total amounts $1,046,920.07; and

WHEREAS, between 2005 and early 2014, the Tenant paid the Landlord various sums for security of the leased property, which amount totals $157,033.59; and

WHEREAS, in 2014, the Tenant determined that an overpayment occurred in the reimbursement of taxes, and that the amounts for security were inconsistent with the terms of the Lease Agreement; and

WHEREAS, during the initial term of the Lease Agreement, and the renewal periods, the Landlord represents that he has made made certain improvements to the leased premises, and also paid for maintenance and supplies, all beyond what was required by the Lease Agreement in the approximate sum of $750,000; and

WHEREAS, the parties desire to settle and forever resolve all of their claims, suits, and causes of actions towards one another arising out of the Lease Agreement, on the terms and conditions set forth in this Agreement,

NOW, THEREFORE, in consideration of the promises, and other good and valuable consideration, and the mutual covenants set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Incorporation of Recitals.** The parties agree that the above recitals are true and correct and that those recitals are incorporated by reference into this Agreement and form a part of this Agreement.

2. **Effective Date.** The Effective Date of this Agreement is set forth on the first page of this Agreement. Notwithstanding the foregoing, the Landlord hereby covenants not to unilaterally withdraw its approval of this Agreement, as set forth in §3 of this Agreement, shall be binding and effective upon execution of this Agreement.

3. **BCC Approval.** The Landlord acknowledges that before the Tenant may settle any claims or enter into any binding contractual obligations pursuant to this Agreement, the approval of the Board of County Commissioners of Miami-Dade County ("BCC") is required; additionally, if Miami-Dade County's Mayor vetoes any legislation approving this Agreement, an override of the County Mayor's veto by the BCC is necessary ("BCC Approval"). The Tenant agrees to notify the Landlord of the date of the BCC Approval (including the expiration of any mayoral veto period).

(a) **BCC Approval Window.** The Landlord acknowledges that the Tenant shall have until December 31, 2015, by which to obtain BCC Approval (the "BCC Approval Window"). During the BCC Approval Window, the Landlord agrees that it shall not withdraw or modify the terms of its settlement with the Tenant, as presented in this Agreement.

(b) **Tenant's Obligations Before BCC Approval.** The Tenant shall not be required to file any document compromising any claims it may have against the Landlord and shall not be deemed to have released the Landlord from any claims and liabilities until obtaining BCC Approval.

(c) **Consequence Upon Failure to Obtain BCC Approval.** To the extent the BCC does not approve of this Agreement, the parties shall return to the status quo existing before the parties' preparation of this Agreement, and the fact that the Landlord and the Tenant sought to negotiate a mutual termination of their respective allegations, claims, suits, and causes of action by this Agreement, the parties hereby mutually agree that any and all discussions and correspondence (including electronic correspondence), and this Agreement, shall be inadmissible for all reasons and shall not prejudice any of the parties' rights and remedies as against the other party or any other person or entity.

4. **Agreement to Settle Claims Under Lease Agreement; No Admission of Liability.** Subject to the payment by the Landlord of the Termination Payment, as defined and set forth below, and the Tenant's acceptance thereof, as well as the other terms and conditions of this Agreement, the Landlord and the Tenant hereby agree to release and forever discharge each other from any liability or damages under the Lease Agreement, and both parties relinquish all rights and obligations under the Lease Agreement, including any rights of the Landlord to seek reimbursement for any sum expended by the Landlord for the leased premises beyond which that is required by the Lease Agreement. The Landlord and the Tenant understand and agree that all sums expended by the Landlord for the benefit of the Tenant prior to the Effective Date are the property of the Tenant, and shall be retained by the Tenant, unless such expenditure was for the purchase or improvement of a fixture in the leased premises. It is understood and agreed by both parties that the terms of this Agreement, the payment of any moneys, or any other action taken pursuant to this Agreement, in no way constitutes an admission of liability or acknowledgement of the validity of any allegation, finding, or conclusion by the Landlord or the Tenant, but rather are made as a contractual settlement and not a mere recital by way of compromise to avoid the expense and uncertainty of future litigation.

5. **Payment Obligations and Terms.** As a material inducement to and in consideration for the parties' entry into this Agreement, the Landlord agrees to pay the Tenant the amount of Five Hundred Thousand ($500,000.00) Dollars ("Termination Payment")

exclusive of any amounts already paid or to be paid by the Landlord to Tenant as of the date of the BCC Approval (the Landlord has already delivered the Termination Payment to the Tenant, in the form of a check, dated July 28, 2015, 2015, which is made payable to Miami-Dade County, a copy of which is attached hereto as "Exhibit A", and which is incorporated herein by reference). The Termination Payment shall be due to, or otherwise cashed by, the Tenant, after ten (10) business days of the Tenant's notification of the final BCC Approval (including the expiration of any mayoral veto period).

6. **The Landlord's Release of the Tenant.** For the consideration and promises made herein, the Landlord releases and forever discharges the Tenant, and its officers, employees, agents, successors, assigns, attorneys and instrumentalities from any and all claims, causes of action, demands, disputes and rights of whatever nature and kind, known or unknown, past or future, related in any way to the Lease Agreement that the Landlord has or claims to have against Tenant, and its employees, officers, agents, successors and assigns, attorneys, or otherwise, with the exception of claims and obligations arising out of this Agreement. Such release and discharge is made by the Landlord in its respective right and for its successors, executors, agents, employees, assigns, subcontractors, sureties, suppliers, and any and all other persons, firms, corporations, or other entities who may claim by or through the Landlord. The Landlord agrees that it will not, and that its legal representatives and assigns shall not, hereafter file in any court any action relating to the Lease Agreement, with the exception of any action to enforce this Agreement, and that to any such action (other than an action to enforce this Agreement) which nevertheless may hereafter be brought, this Agreement shall be a complete and conclusive defense.

7. **Tenant's Release of the Landlord.** For the consideration and promises made herein, the Tenant releases and forever discharges the Landlord from any and all claims, causes of action, demands, disputes and rights of whatever nature and kind, known or unknown, past or future, related in any way to the Lease Agreement that the Tenant has or claims to have against the Landlord, and its employees, officers, agents, successors and assigns, attorneys, or otherwise, with the exception of claims and obligations arising out of this Agreement. Such release and discharge is made by the Tenant in its respective right, and for its successors, executors, agents, employees, assigns, subcontractors, sureties, suppliers, and any and all other persons, firms, corporations, or other entities who may claim by or through the Tenant. The Tenant agrees that it will not, and that its legal representatives and assigns shall not, hereafter file in any court any action relating to the Lease Agreement, with the exception of any action to enforce this Agreement, and that to any such action (other than an action to enforce this Agreement) which nevertheless may hereafter be brought, this Agreement shall be a complete and conclusive defense.

8. **Each Party to Bear its Own Costs and Fees.** Each party shall bear their own attorneys' fees and costs in any action, including through all stages of appellate review, relating to or arising out of enforcement of the terms of this Agreement.

9. **Governing Law/Venue.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue for any action or proceeding to enforce this Agreement shall lie exclusively in the courts located in Miami-Dade County, Florida.

10. **Entire Agreement.** This Agreement together with all documents required to be executed hereunder constitutes the entire agreement and understanding between the parties to this Agreement.

11. **No Third-Party Beneficiaries.** This Agreement is a documentation of an agreement between the Tenant and the Landlord only, and the parties do not intend for any third-party to claim a right or benefit as a third-party beneficiary to this Agreement.

12. **Modification.** This Agreement cannot be terminated, supplemented, modified, amended, or waived orally. No modification or waiver of any provision of this Agreement, or any consent to a departure from this Agreement, shall in any event be effective unless the same shall be in writing and signed by both parties, and then such modification, waiver, or consent shall be effective only in the specific instance and for the specific purpose for which given.

13. **Rule of Construction; Opportunity to Review.** The parties represent and agree that they have participated equally in the negotiation of the terms and provisions set forth in this Agreement, and that no presumptions or inference shall apply against any party hereto to its construction. The parties declare that they have completely read the terms of this Agreement, that they have discussed the terms of the Agreement with legal counsel of their choice, and that they fully understand and voluntarily accept the terms for the purpose of making a full and final compromise, adjustment, and settlement of their respective claims.

14. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, representatives, agents, attorneys, employees, officers, directors, predecessors, affiliates, successors or assigns in connection with any legal action arising out of this Agreement.

15. **Authority to Execute.** By executing this Agreement, the undersigned warrant and represent that they are authorized to enter into this Agreement, and empowered to bind their respective parties to its terms. Further, the parties represent that they have not assigned their rights or claims subject of this Agreement to any third party.

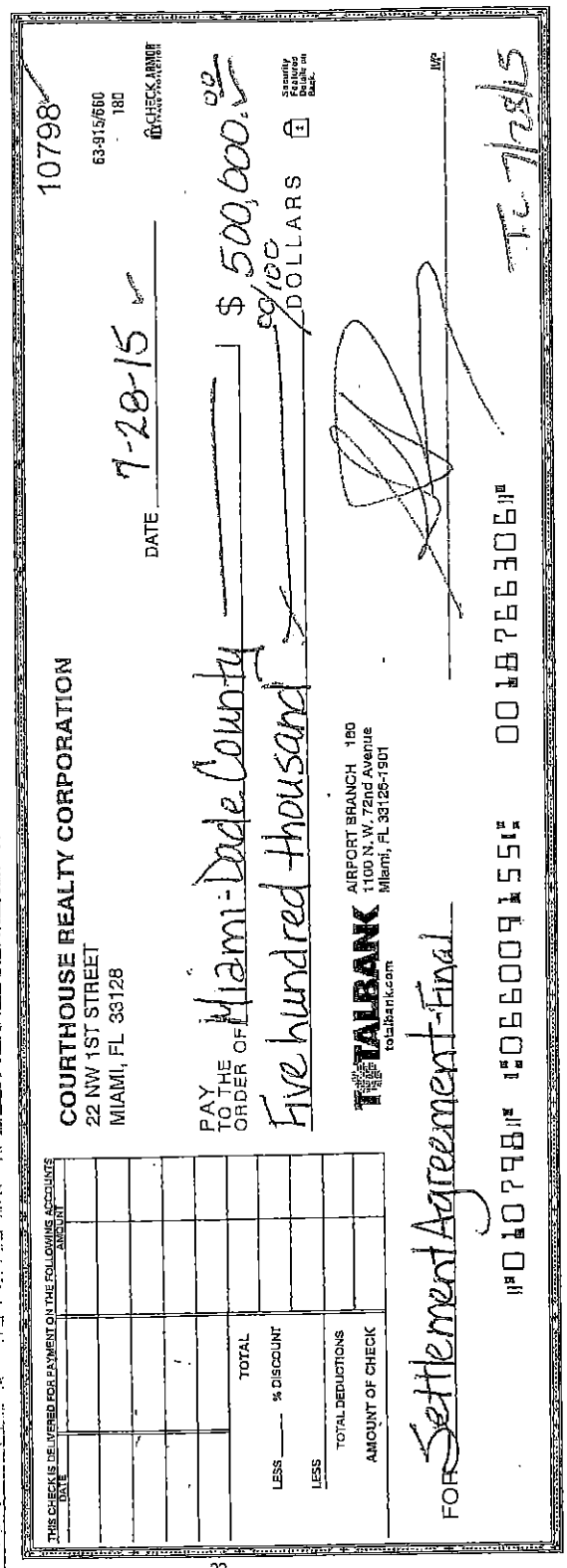
16. **Severability.** The parties have attempted to create an Agreement that is lawful and enforceable in all respects. The validity of this Agreement shall not be affected by any subsequent changes in federal, state, or county law, whether through legislation or judicial interpretation, which create, eliminate or change the rights and obligations of the parties. However, if any provision of this Agreement is held to be invalid, void or unenforceable, the balance of the provisions shall, nevertheless, remain in full force and effect and shall in no way be affected, impaired or invalidated.

[THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK]
[ONLY THE SIGNATURE PAGE REMAINS]

IN ACCEPTANCE WHEREOF, the Landlord and the Tenant, Inc. have set their respective hands as of the date and year appearing by their respective signatures.

Landlord	**Tenant**
Salomon Terner	Miami-Dade County
By: _____	By: _____
Print: Salomon Terner	Print: _____
Title: Landlord	Title: _____
Dated: 7-27-15, 2015.	Dated: _____, 2015.
	By: _____ Assistant County Attorney As to Form and Legal Sufficiency

EXHIBIT A



10798

63-915/660
180

CHECK ARMOR

COURTHOUSE REALTY CORPORATION
22 NW 1ST STREET
MIAMI, FL 33128

DATE 7-28-15

PAY TO THE ORDER OF Miami-Dade County $ 500,000.00

Five hundred thousand 00/100 DOLLARS

Security Features Details on Back

TALBANK
totalbank.com

AIRPORT BRANCH 180
1100 N. W. 72nd Avenue
Miami, FL 33126-1901

FOR Settlement Agreement-Final

⑈010798⑈ ⑆066009155⑆ 0018766306⑈

T.C. 7/28/15

THIS CHECK IS DELIVERED FOR PAYMENT ON THE FOLLOWING ACCOUNTS

DATE		AMOUNT
	TOTAL	
LESS ____ % DISCOUNT		
LESS		
TOTAL DEDUCTIONS		
AMOUNT OF CHECK		

EXHIBIT A

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease"), is being entered into this ____ day of _____, 2015 ("Effective Date") between the landlord listed below ("Landlord" or "Lessor"), and tenant listed below, ("Tenant" or "Lessee"), by which Landlord does this day lease unto Tenant, and Tenant does hereby lease from Landlord, the entire building, as shown on the attached Exhibit A (the "Premises"), for the term described below.

PART I
PREAMBLE

The following sets forth basic data hereinafter referred to in this Lease, and where appropriate, constitute definitions of the terms hereinafter listed:

A. TENANT:	Miami-Dade County, a political subdivision of the State of Florida
B. TENANT'S ADDRESS	111 N.W. 1st Street, 17th Floor, Miami, Florida 33128
C. LANDLORD:	Courthouse Realty Corporation, a Florida corporation
D. PRESENT NOTICE AND RENT PAYMENT MAILING ADDRESS OF LANDLORD:	c/o Salomon Terner 25 S.E. Second Avenue, Suite 725 Miami, Florida 33131 All payments due hereunder, including, but not limited to, Rent and Operating Expenses, if any, should be made payable to the landlord entity identified here in Section D.
E. PROPERTY LOCATION AND ADDRESS:	Clerk of Courts Building – Courthouse East 22 N.W. First Street, Miami, Miami-Dade County, Florida
F. PREMISES:	Entire Building – All four (4) floors. Folio Number: 01-0111-050-1030 The size of the Premises is: 55,182 sf
G. TERM:	Five (5) years. This Lease shall become effective on the first day of the month following ten (10) days after the date of its adoption by the Board of County Commissioners, unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by the Miami-Dade County Board of Commissioners. The date on which this Lease becomes effective as provided herein is called the "Commencement Date", and expiring five (5) years thereafter (the "Expiration Date").
H. OPTIONS TO RENEW:	Tenant shall have three (3) five (5) year options to renew the Lease in accordance with the terms contained herein, each such option to renew shall hereinafter be referred to as an "Option Period." The Rent during the Option Period shall be the following: First Option Period – Year 6 - $1,633,858.20 Monthly Rent Payment - $136,154.85 First Option Period – Year 7 - $1,682,873.88 Monthly Rent Payment - $140,239.49 First Option Period – Year 8 - $1,733,360.16 Monthly Rent Payment - $144,446.68 First Option Period – Year 9 - $1,785,360.96 Monthly Rent Payment - $148,780.08

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	First Option Period – Year 10 - $1,838,921.76 Monthly Rent Payment - $153,243.48 Second Option Period – Year 11 - $1,894,089.36 Monthly Rent Payment - $157,840.78 Second Option Period – Year 12 - $1,950,912.12 Monthly Rent Payment - $162,576.01 Second Option Period – Year 13 - $2,009,439.48 Monthly Rent Payment - $167,453.29 Second Option Period – Year 14 - $2,069,722.56 Monthly Rent Payment - $172,476.88 Second Option Period – Year 15 - $2,131,814.28 Monthly Rent Payment - $177,651.19 Third Option Period – Year 16 - $2,195,768.76 Monthly Rent Payment - $182,980.73 Third Option Period – Year 17 - $2,261,641.80 Monthly Rent Payment - $188,470.15 Third Option Period – Year 18 - $2,329,491.00 Monthly Rent Payment - $194,124.25 Third Option Period – Year 19 - $2,399,375.76 Monthly Rent Payment - $199,947.98 Third Option Period – Year 20 - $2,471,357.04 Monthly Rent Payment - $205,946.42
I. ANNUAL RENT AND MONTHLY RENT:	First Year - $1,409,380.44 annually Monthly Rent Payment - $117,448.37 Second Year – $1,451,661.84 annually Monthly Rent Payment - $120,971.82 Third Year – $1,495,211.64 annually Monthly Rent Payment - $124,600.97 Fourth Year – $1,540,068.00 annually Monthly Rent Payment - $128,339.00 Fifth Year – $1,586,270.04 annually Monthly Rent Payment - $132,189.17
J. MONTHLY RENT – INITIAL YEAR	$117,448.37 monthly, and payable in advance. Rent is in addition to the Operating Expenses, due in advance on the first (1st) day of each calendar month and payable to Landlord at the Lessor's address set forth in paragraph D above, or to such other address and/or person as the Landlord shall notify Tenant in writing.
K. RENT COMMENCEMENT DATE:	Commencement Date
L. TENANT'S OPERATING EXPENSE:	$3,333.33 per month. This amount is paid monthly in addition to the Rent.
M. FLORIDA SALES TAX	At the present time there is no sales tax on the rent under Section 212.031, F.S., and Rule 12A-1.070, Florida Administrative Code, because of Tenant's status as a government entity.

N. USE:	Offices for the Clerk of Courts, for Miami-Dade County, and for administrative services for the State of Florida, and for their related purposes.
O. SECURITY DEPOSIT:	None
P. RENT INCREASES:	Commencing on the Commencement Date of this Lease, and on each subsequent anniversary of the Commencement Date, including during the Option Period, the Annual Rent will be increased annually by approximately three (3%) percent over the previous year's Annual Rent, as described above in the Annual Rent and Monthly Rent sections, and the Options To Renew section.

This Lease consists of the foregoing introductory paragraphs, constituting the Preamble (consisting of paragraphs A through P), along with any and all exhibits, all of which are incorporated herein by this reference. In the event of any conflict between the information contained in the Preamble, and the language in the Standard Lease Provisions, which follow, the Standard Lease Provisions shall control.

STANDARD LEASE PROVISIONS

PART II
Terms and Conditions

Tenant shall lease the Premises at and for the agreed Rent payable in advance on the first day of each and every month, starting on the Commencement Date. Additionally, Tenant shall pay any additional rent ("Additional Rent") as hereinafter set forth in this Lease; plus all taxes in the nature of sales, rental taxes, use or similar taxes now or hereafter assessed or levied by any taxing authority upon the payment of Rent (defined below) or other charges paid by Tenant. At all times after the Effective Date, and prior to the Commencement Date, the Tenant shall be governed by and subject to all of provisions, covenants and conditions of this Lease other than those requiring the payment of Annual Rent and other charges. Monthly Rent and Additional Rent are sometimes referred to herein collectively as "Rent".

It is the intention of Tenant and Landlord that the obligations of Tenant shall be separate and independent covenants and agreements, and that Rent and all other sums payable by Tenant shall continue to be payable in all events, unless otherwise expressly provided herein, and that the obligations of Tenant shall continue unaffected, unless the requirement to pay or perform the same shall have been terminated pursuant to the express provisions of this Lease. Rent and all other sums payable by Tenant shall be paid without notice or demand, and without setoff, counterclaim, recoupment, abatement, suspension, deferment, diminution, deduction, reduction or defense, except as specifically set forth in this Lease.

Tenant shall remit to Landlord all payments for Rent and Additional Rent on or before the first day of each and every month in advance without demand at the Rent Payment Address listed in the Preamble or at such other place and to such other person, as Landlord may from time to time designate in writing. However, notwithstanding the foregoing, the October monthly installment rental payment for each year will be processed by the Tenant after the close of the Tenant's fiscal year on September 30th. Therefore, the October's Rent payment may be delayed each year, but not more than by sixty (60) calendar days, and the Landlord hereby acknowledges this fact, and agrees hereby not to impose any type of penalty against the Tenant.

All Payments due under the terms of this Lease for partial months within the Term shall be prorated in the same ratio that the number of days during which Tenant occupies the Premises in any such month bears to the number of days in said month, without allowance for weekends or holidays. Tenant's obligations to pay Rent or to make any other payments or to fulfill any other obligations under this Lease shall terminate on the day following the date on which Tenant vacates the Premises at the expiration or earlier termination of the Term, and all monetary obligations created by this Lease shall be prorated through the date on which Tenant shall have so vacated the Premises.

SECTION 1. USE: It is hereby understood and agreed that the use of the Premises is limited to the Use described in the Preamble and for no other purposes whatsoever. In the event there is a violation of the Use clause in this Lease, it shall be an event of default, and the Landlord shall have the right to exercise or pursue any and all remedies under this Lease or any other remedy at law or in equity. No auction, fire, bankruptcy, "lost our lease" or going out of business sales (or the like) may be conducted within the Premises.

SECTION 2. ASSIGNMENT-SUBLEASING: Except for the use of the Premises by a different department or agency of the Tenant, the Tenant shall not mortgage, pledge, encumber, assign this Lease, or sublet (which term, without limitation, shall include the granting of concessions, licenses, and the like) the Premises, or any part thereof, without Landlord's prior written consent, which may be withheld in Landlord's sole and absolute discretion. In the event Landlord provides its written consent for an assignment or sublease, Landlord shall receive one hundred (100%) percent of any excess rent which is derived from the proposed transaction (including any fee, payment, etc.

that Tenant receives in connection with any assignment and/or sublet). In any case whereby Landlord shall consent to such proposed subletting, Tenant named hereunder shall remain fully liable for the obligations of Tenant hereunder, including, without limitation, the obligation to pay the entire amount of the Rent, and other amounts provided herein. No assignment or subletting shall be valid or effective unless and until the assignee or subtenant, respectively, shall covenant in writing with Landlord, to the reasonable satisfaction of Landlord, to be bound directly to Landlord for the performance of all Tenant covenants contained herein. As part of Landlord's approval process for any assignment or sublet, to a non-governmental entity, the Landlord may require one or more of the following: (A) a Security Deposit from the assignee/sublessee in the amount equaled to one (1) month of Rent; and/or (B) financial and other information about the assignee/sublessee.

SECTION 3. TENANT'S RESPONSIBILITIES; PERSONAL PROPERTY: Tenant agrees to use and occupy the Premises as it is herein given the right to use at its own risk; and that, except for the negligence or willful misconduct of Landlord and/or Landlord's agents, Landlord shall have no responsibility or liability for any loss of or damage to Tenant's leasehold improvements or to fixtures or other personal property of Tenant (collectively, "**Tenant's Property**") or those claiming by, through or under Tenant. In furtherance of the foregoing, Landlord, any agent of Landlord, and/or any principal of Landlord shall not be liable for any and all damage to Tenant's Property arising from the bursting or leaking of water or sewer pipes or roofing, unless arising from the negligence or willful misconduct of Landlord and/or Landlord's agents. The provisions of this Section shall apply during the whole of the Term hereof, and in view of any permission given to Tenant to install fixtures and do certain work prior to the Commencement Date, shall also apply at all times prior to the Commencement Date.

SECTION 4. COMPLIANCE WITH LAWS; GOVERNMENTAL APPROVALS: Landlord and Tenant shall promptly comply with all statutes, ordinances, rules, orders, regulations and requirements of any applicable federal, state and city government and of any and all of their departments and bureaus including any taxing authority or utility; and Landlord shall also promptly comply with all rules, orders and regulations of the applicable fire prevention codes for the prevention of fires, all the foregoing at the Landlord's own cost and expense. During the Term of the Lease, if any governmental agency, municipality, utility company or Landlord's insurance company requires changes to the Premises or any of Tenant's facilities or systems (including, but not limited to, electrical work, plumbing, fire alarm, sprinklers, dumpsters, compactors, waste removal, enclosures, fire panels, back flow preventers and ADA accessibility), the Landlord shall make such changes at its sole cost and expense. Landlord shall be responsible, at Landlord's sole cost and expense, for any and all required (i) fire alarm monitoring for the Premises including, but not limited to, a dedicated phone line for such purpose, and (ii) fire sprinkler maintenance for the Premises including, but not limited to inspections and repairs. If any third party, including, but not limited to, utility companies, municipalities and contractors, cause damage to the Premises, the Landlord shall be responsible, at its sole cost and expense, for the repair of such damages. LANDLORD MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING TENANT'S PROPOSED USE OF THE PREMISES AND THE GOVERNMENTAL APPROVALS NECESSARY THEREFORE.

SECTION 5. DEFAULT: Tenant shall be in default under this Lease if it fails to: (i) make timely payments of Rent or any other sums due hereunder, or (ii) faithfully observe all terms, covenants, rules and regulations contained in this Lease or such other uniform and non-discriminatory rules or regulations as may be hereafter made and promulgated by Landlord.

In the event of any default by Tenant remaining uncured past any applicable cure period, notwithstanding any waiver of any former breach of covenant or waiver of the benefit hereof or consent in a former instance, Landlord may immediately (1) apply the Security Deposit, if any, toward the satisfaction and cure of such a default, and/or (2) cure Tenant's default at Tenant's cost and expense, and/or (3) after terminating this Lease, by lawful process, re-enter the Premises and remove all persons and all or any property therefrom, without being liable for any prosecution

therefor or damages therefrom for trespass or otherwise, and repossess and enjoy the Premises, with all additions, alterations and improvements, and Landlord may at its option, repair, alter, remodel and/or change the character of the Premises as it may reasonably deem fit, and/or (4) terminate this Lease upon written notice to Tenant and/or exercise any other remedies otherwise available to Landlord provided herein or at law or in equity. In connection with the foregoing, if Landlord so elects, after securing a judgment, Landlord may sell any personal property of Tenant at public auction or private sale and apply the net proceeds to the payment of all sums due to Landlord from Tenant, if any, and pay over the balance to Tenant. All rights and remedies available to Landlord shall be cumulative and non-exclusive.

The exercise by Landlord of any right granted in this Section shall not relieve Tenant from the obligation to make all Rent payments, and to fulfill all other covenants required by this Lease, at the time and in the manner provided herein. Tenant throughout the remaining Term hereof shall pay Landlord, no later than the last day of each month during the Term, the then current excess, if any, of the sum of the unpaid rentals and costs to Landlord resulting from such default by Tenant over the proceeds, if any, received by Landlord from such reletting, if any, but Landlord shall have no liability to account to Tenant for any excess. Landlord shall not be required to relet the Premises nor exercise any other right granted to Landlord hereunder, nor shall Landlord be under any obligation to minimize Tenant's loss as a result of Tenant's default, but will nonetheless use commercially reasonable good faith efforts to mitigate damages. If Landlord attempts to relet the Premises, Landlord shall be the sole judge as to whether or not a proposed tenant is suitable and acceptable. After being disposed or ejected therefrom by process of law or under the terms of this Lease, Tenant hereby waives and surrenders all rights and privileges which it might have under or by reason of any present or future law to redeem the Premises or to have continuance of this Lease for the Term hereby granted.

Tenant covenants and agrees, notwithstanding any termination of this Lease as aforesaid or any entry or re-entry by Landlord, whether by summary proceedings, termination, or otherwise, to pay and be liable for on the days originally fixed herein for the payment thereof, amounts equal to the several installments of Rent and other charges reserved as they would, under the terms of this Lease, become due if this Lease had not been terminated or if Landlord had not entered or re-entered, as aforesaid, and whether the Premises be relet or remain vacant, in whole or in part, or for a period less than the remainder of the Term.

SECTION 6. ACCELERATION CLAUSE AND DAMAGES: In addition to all other rights granted to Landlord in this Lease and not as a limitation of said rights, in the event of a termination and/or default by Tenant, Landlord shall have the right and option to accelerate all Rent due hereunder. Additionally, for the purposes of computing damages payable hereunder on account of a default by Tenant, it is agreed that there shall also be payable to Landlord, as damages, at the time of such default, the total of (i) Tenant's share of Operating Expenses, if any, due as part of a judgment on an action by Landlord to evict the Tenant; and (ii) such amount for each of the years remaining in the Term hereof.

SECTION 7. ABANDONMENT: If Tenant shall abandon or vacate the Premises before the end of the Term of this Lease (except in the event Tenant elects to close the Premises temporarily for the purpose of remodeling same for no more than ninety (90) days, or in the instance of a Casualty Event (as described below), or damage or destruction of the Premises (or such longer period upon prior written permission of Landlord), or shall suffer the Rent to be more than three (3) months in arrears, Landlord may, at its option, forthwith cancel this Lease and/or bring an action to evict the Tenant. Notwithstanding Tenant's abandonment or Landlord's acceptance thereof, Tenant shall be responsible to satisfy any and all obligations due to Landlord under the terms of this Lease.

SECTION 8. COLLECTION AND EXPENSES: Landlord and Tenant hereby agree that should either party bring a cause of action against the other party for the alleged breach of any term, clause, covenant, and/or condition under this Lease, the parties, respectively, agree to pay the cost of their own attorneys, witnesses, consultants, and court costs. This provision shall apply to all trial and appellate proceedings and any other

efforts by either party to enforce its rights and to any bankruptcy, receivership or other insolvency proceeding or negotiation.

SECTION 9. UTILITIES: Tenant and Landlord agree that the cost associated with the Premises for utilities that is, or may become, due, from the day the Commencement Date until the Expiration Date, including, but not limited to all charges for water, sewer, gas, steam, electricity (or other illumination), telephone, and all other utilities and services used or consumed on the Premises, and for all licenses and permits for the same, is incorporated into the amount for Operating Expenses for the Premises, unless paid separately by the Tenant.

SECTION 10. MAINTENANCE AND REPAIRS: Notwithstanding any other provisions of this Lease, the Landlord shall repair and maintain the structural portions of the Premises, including, but not limited to; the plumbing, the elevators, the flooring, HVAC systems (including, but not limited to filters for HVAC), the dehumidifiers, and electrical systems that are installed or furnished by the Landlord in the Premises, unless issues to the maintenance and repairs are caused by the negligence, or the willful act of the Tenant, its agents, servants, employees, licensees, or invitees, in which case the Tenant shall pay the Landlord the cost of such maintenance and/or repairs, less the amount of any insurance proceeds received by the Landlord on account thereof. The Landlord is responsible for the indoor air quality of the Premises. The Landlord shall be solely responsible for any and all damages and repairs caused by the Landlord, and/or its employees, agents and/or vendors. The Landlord shall maintain and keep in good order, condition, and repair the Premises, including, but not limited to, the painting (interior and exterior); roof; the curtain wall, including any and all glass connections; all exterior doors; exterior locks on exterior doors and windows; ballasts, plumbing, fixtures, the ventilation system; any and all flooring, including any carpeting or tile repair or replacement; electrical closets; pest control; landscaping; walkways; pathways; and loading and parking zone area(s). The Landlord shall maintain lavatory, shower, toilet, wash basin, kitchen facilities, and any supplemental HVAC system (including all plumbing connected to said system installed by or on behalf of the Tenant). The Landlord shall comply with any and all building and zoning codes, as applicable in making repairs, maintenance, and replacements. Although the Landlord will make any and all repairs, maintenance, and replacements, Section 34 (Operating Expenses) outlines each party's ultimate financial responsibility for the payments of such repairs, maintenance, and replacements.

The Landlord shall make any and all repairs within a reasonable period following receipt of notice of the need thereof from the Tenant. The Landlord shall also keep in good order, condition, and repair all fixtures and equipment in the Premises, and replace the same at the end of such equipment's normal and useful life. In the event that the Landlord fails to properly or timely maintain and repair the Premises, the Tenant, unless otherwise described in this Lease, shall have the right, but shall not be required to do so, after thirty (30) days' written notice to the Landlord, to make any and all repairs to the Premises, which the Tenant reasonably believes is necessary to timely and properly operate its business functions, and/or which present a reasonable concern for safety for the Tenant, or any of its agents, vendors, employees, licensees, or invitees, and the cost of such repairs, including materials, labor, and overhead, at Tenant's election may be invoiced to the Landlord, or such amount reduced from the Rent (but only if such cost would have been the expense of the Landlord, as in accordance with Section 34 (Operating Expenses)). Further, the Tenant shall have no liability to the Landlord for any damage, inconvenience or interference regarding the use or any damage to the Premises as a result of performing any such work. The Landlord shall be liable to Tenant for any injury or interference with Tenant's business arising from the failure of the Landlord to timely and properly make any repairs, alterations, improvements in or to any portion of the Premises.

Notwithstanding the forgoing, the Landlord shall make any and all necessary repairs to the HVAC system within twenty-four (24) hours upon receiving any notice or complaint from the Tenant. Should the Landlord fail to timely address the necessary repairs to the HVAC system, the Tenant shall be authorized to do any of the following: (i) hire a third-party company to make the necessary repairs to the HVAC system, and reduce the Rent payment for the costs associated with

such repair(s); (ii) utilize employees of the Tenant to repair the HVAC system, and reduce the Rent payment for the costs associated with such repair(s); and/or (iii) not occupy the Premises, and reduce the Rent by the number of days that the Premises was not utilized by the Tenant, in addition to reducing the Rent by any and all damages, such as loss of business.

In order to minimize any disruption to the Tenant's use of the Premises, the Landlord shall notify the Tenant in advance of any maintenance and/or repairs to be performed in the Premises, and/or which will affect the Premises. Upon receiving the Landlord's notice of pending repairs and/or maintenance, the Tenant shall reasonably consent to such work, and the Landlord shall proceed to construct, improve, repair and/or complete any work that is necessary to properly maintain the Premises. Any and all repairs to the Premises shall, to the greatest extent possible, be performed during non-working hours, to further minimize the impact upon the Tenant, and its employees. Should any of the Premises be unusable to the Tenant, as a result of the Landlord's repairs, the Tenant shall be entitled to rent abatement for the period of time such repairs are undertaken.

The Tenant, at Tenant's sole cost and expense, shall, except for services furnished or otherwise provided by the Landlord, maintain the Premises, and all trade fixtures contained therein ("within the four walls") in a safe, clean, and neat condition, and otherwise in good order and repair (note, standard electrical and plumbing fixtures are not included). Further, the Tenant shall pay for the cost of any repairs, or replacements to the Premises made necessary by any gross negligence or willful misconduct of the Tenant, or any of its agents, vendors, employees, licensees, or invitees. In the event that the Tenant fails to so maintain the Premises in good order, condition, and repair, the Landlord shall give the Tenant thirty (30) days' notice to do such acts as are reasonably required to properly maintain the Premises. In the event that the Tenant fails to commence such work within the thirty (30) day period, and diligently pursue it to completion, then the Landlord shall have the right, but shall not be required, to do such acts and expend such funds, at the expense of the Tenant, as are reasonably necessary to perform such maintenance, replacement and repairs. Landlord shall have no liability to Tenant for any incidental damage, inconvenience, or interference as a result of performing any such work on or about the Premises.

Landlord shall act to prevent the degradation of indoor air quality during the Term of this Agreement, including during the occurrence of any maintenance and/or repairs to the Premises that could allow off-gassing from embodied chemicals in construction materials, or equipment into spaces occupied by the Tenant. The Landlord and its designated contractor will use only non-toxic paint or other surface coatings, and will cause the Premises to be continuously ventilated to prevent the build-up of chemical gases from construction materials, or other emissive materials during and maintenance and/or repair of the Premises.

Landlord further agrees that in the event that the Landlord shall fail to provide, or cause to provide, to all or substantially all of the Premises, air conditioning, plumbing, and/or electricity (except if the electricity provider fails to provide electricity as a result of force majeure) for more than a forty-eight (48) hour period, the Rent shall equitably abate on a per day basis, for any portion of the Premises affected until the situation is corrected.

SECTION 11. LANDLORD'S ACCESS: Landlord, or any of its agents, shall have the right to enter the Premises during all reasonable hours, and with forty-eight (48) hours' prior written notice, except in the event of emergency, and without materially interfering with the conduct of Tenant's business, to examine the same to make reasonable inspections, repairs, additions or alterations as may be deemed necessary for the safety, comfort, or preservation thereof, or of said building, or to exhibit the Premises, and to put or keep upon the doors or windows thereof a notice "for rent", "for lease" or "available" at any time within four (4) months before the expiration of this Lease. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations, or additions, which do not conform to this Lease, or to the rules and regulations of the Premises. Landlord shall make reasonable efforts to minimize disruption of Tenant's business activities.

SECTION 12. ACCEPTANCE OF PREMISES AND REPAIR:
Tenant hereby accepts the Premises in the condition that it is in as of the Commencement Date, on an "as is" basis, without any obligation on the Landlord to perform any specific improvements and/or build-out on, or otherwise with respect to, the Premises, except for the possible installation of three (3) commercial sized dehumidifiers, at the Landlord's expense, as such need shall be determined by the Tenant (one (1) commercial sized dehumidifier for floors 2, 3, and 4). After the Commencement Date, the Landlord hereby acknowledges and agrees that with respect to any work that will be performed by the Landlord, and/or by an agent, vendor, and/or contractor for the Landlord ("Landlord's Work"), the Landlord shall automatically provide a one (1) year warranty, for materials and labor, on any and all of Landlord's Work. The Tenant acknowledges and agrees that beyond the Landlord's Work, the Landlord has no present or future intention to make any capital or non-capital alterations, renovations or improvements to the Premises. Tenant, at its sole costs and expense, shall be responsible for maintaining all phone lines and conduit for phone lines in and to the Premises. Tenant agrees to maintain the Premises in the same condition, order and repair as they are at the Commencement Date, excepting only reasonable wear and tear arising from the use thereof under this Lease, and to make good to Landlord immediately upon demand, any damage to water fountains and/or toilets, or electric lights or any fixture, appliances or appurtenances of the Premises, or of the building, caused by any act or neglect of Tenant, or of any person or persons in the employ, under the control of Tenant, or a business invitee of Tenant.

If any damage occurs to the Premises, the Tenant will notify the Landlord of such damage in writing, including the anticipate cost to repair such damage. The Tenant shall reasonably approve any such repairs, along with the reasonable cost for repair, and after the repairs are made by the Landlord, the Tenant shall reimburse the Landlord for the Landlord's cost associated with making such repair(s). Additionally, Tenant accepts all equipment and accessories in the condition they have been delivered on the Commencement Date, with no representation or warranties from Landlord, except that any newly purchased equipment and accessories, acquired by the Landlord for the Premises, having warranties, such warranties shall be placed in the name of the Tenant. In addition to the foregoing, Tenant, at its sole cost and expense, shall do the following:

a. in the event that any doors are destroyed or damaged because of the gross negligence, or intentional misconduct, of the Tenant, or any of its employees, vendors, agents, and/or guests, all doors (including, but not limited to, any hardware, frames or other items related to the doors), shall be replaced or repaired to like-new condition by the Landlord, on behalf of the Tenant (the Tenant shall reimburse the Landlord).

b. Immediately after any weather related storms, Tenant shall cooperate with the Landlord to remove debris from the sidewalk immediately in front of the Premises, its loading area (if any) and the emergency access points to the Premises.

c. For any specially purchased and installed HVAC equipment (not dehumidifiers), for the Tenant, which is additional to the regular HVAC system for the Premises, the Tenant shall be responsible such HVAC system, and shall secure a service contract to regularly and properly maintain such HVAC system.

SECTION 13. TENANT IMPROVEMENTS; INSTALLATION BY TENANT: Tenant agrees that any and all work that may be performed on the Premises by the Tenant, and/or its agent or contractor in the Premises will be performed in a workman like manner and by a licensed general contractor under the guidelines of the applicable building codes and in compliance with all applicable governmental regulations. Such general contractor, not an employee of the Tenant, must be approved by Landlord in writing prior to the commencement of any work in the Premises. Tenant shall be responsible for any construction defects in connection with its improvements. Tenant's work shall be performed with minimal interference and disruption to Landlord, and any neighboring property owners and tenants.

SECTION 14. HOLD HARMLESS: To the fullest extent permitted by law, the Landlord hereby agrees to indemnify, hold harmless, and defend the Tenant, its employees, agents, contractors, licensees, and invitees from and against any and all claims, actions, damages, liabilitiés, and expenses, including, but not limited to, judgments, settlement payments, fines paid, incurred or suffered by the Tenant in connection with any loss of life, personal injury and/or damage to property, arising from, or out of, the occupancy or use by the Tenant of the Premises, as a result of any act or inaction by the Landlord, its employees, agents, contractors, licensees, and/or invitees.

The Tenant shall not be liable for any damage or injury which may be sustained by any party or person on the Premises, other than the damage or injury caused solely by the gross negligence of the Tenant, its officers, employees, vendors, or agents, subject to the limitations of Florida Statutes, Section 768.28.

SECTION 15. INTENTIONALLY OMITTED

SECTION 16. ACCORD AND SATISFACTION: Unless otherwise agreed to in this Lease, no payment by Tenant, or receipt by Landlord, of a lesser amount than the Rent due hereunder shall be deemed to be other than on account of the earliest stipulated Rent due, or shall any endorsement or statement or any check or any letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or pursue any other remedy provided herein or by law. Any letter accompanying such check that such lesser amount is payment in full shall be given no effect, and Landlord may accept such check without prejudice to any other rights or remedies which Landlord may have against Tenant, unless the Tenant is authorized to do so in accordance with this Lease.

SECTION 17. INTENTIONALLY OMITTED

SECTION 18. BINDING TERMS: This contract shall bind Landlord and Tenant and their respective assigns or successors, heirs, assigns, personal representatives, or successors, as the case may be. The reference in the preceding sentence to the successors and assigns of Tenant is not intended to constitute consent to assignment by Tenant, but has reference only to those instances in which Landlord may later give written consent to a particular assignment.

SECTION 19. TIME OF ESSENCE: It is understood and agreed between the parties hereto that time is of the essence of this contract and this applies to all terms and conditions contained herein.

SECTION 20. NOTICE: All notices should be in writing and delivered to the present notice mailing address of each party as listed in the Preamble. Further, for the Tenant, a copy of any such notice shall be sent to the County Attorney's Office, Miami-Dade County, 111 N.W. 1st Street, 28th Floor, Miami, Florida 33128. And for the Landlord, a copy of any such notice shall be sent to Moises T. Grayson, Esq. 25 S.E. 2nd Avenue, Suite 730, Miami, Florida 33131 (or, alternatively, at such address as listed with the Florida Bar). It is understood and agreed between the parties hereto that written notice mailed via certified mail, return receipt requested, or sent by overnight courier (such as Federal Express or DHL) and shall be deemed effective upon the date received or refused at the present notice mailing address to which the same were sent. Any such notice, demand, or communication from an attorney acting or purporting to act on behalf of a party shall be deemed to be notice from such party provided that in the case of notice from an attorney such attorney is in fact authorized to act on behalf of such party.

SECTION 21. NUISANCE; WASTE: Tenant shall not commit any waste upon the Premises or any nuisance or other act or thing which may disturb the quiet enjoyment of any neighboring property owner or tenant, or which may adversely affect Landlord's fee interest in the Premises or in the Premises. No loudspeakers, stereos, machinery, mechanical apparatus, or other devices shall be used or allowed to operate in a manner so as to be heard or seen outside of the Premises without the prior written consent of Landlord. Tenant shall ensure, at its sole cost and expense, that it operates in a manner such that any odors, smells or noise emanating from its use of the Premises do not impact or affect neighboring property owners or tenants. Remedial measures shall include, without limitation, installing appropriate ventilation

systems and/or insulation to mitigate such odors, smells or noise, as the case may be. Tenant covenants and agrees to prevent the Premises from being used in a way which will injure the reputation of the Landlord or of the Premises, or which may be a nuisance, annoyance, inconvenience, or damage to the neighboring property owners, including, without limiting the generality of the foregoing, noise by the playing of any musical instrument, radio or television, or the use of microphone, loudspeaker, electrical equipment, or other equipment outside the Premises or any other noise or odors (e.g. smoking) from patrons of Tenant.

SECTION 22. RIGHTS OF THE PARTIES: The rights of the parties under this Lease shall be cumulative, and failure on the part of either party to exercise promptly any rights given hereunder shall not operate as a waiver of any of such party's rights.

SECTION 23. LANDLORD'S REPRESENTATIONS AND COVENANTS: The landlord represents and covenants to the Tenant the following that:

(a) It has full power and authority to enter into this Lease and perform in accordance with its terms, conditions, and provisions and that the person signing this Lease on behalf of Landlord has the authority to bind the Landlord and to enter into this transaction, and the Landlord has taken all requisite action and steps to legally authorize it to execute, deliver and perform pursuant to this Lease.

(b) Landlord is the fee simple owner of the Premises, and Landlord will deliver the leasehold hereunder and exclusive possession of the Premises to the Tenant free and clear of any and all tenancies and occupancies of every nature whatsoever, whether by the Landlord, or otherwise, and subject only to the rights reserved herein to Landlord.

(c) Landlord will keep the Premises free and clear of any and all liens on account of any construction, repair, alternation, improvements, and/or taxes. Landlord shall keep any and all mortgage payments current and in good standing.

(d) Landlord represents and covenants as of the Effective Date of this Lease, to the best of Landlord's knowledge, the Premises will not be in violation of any federal, state, county, and municipal laws and regulations, including, but not limited to any building code, environmental regulation, or other government ordinance or law. Landlord further represents and covenants that it has not received any notice of any such violation.

(e) Landlord hereby represents and covenants to the Tenant that any and all drinking (faucet) water fountains at the Premises is available, and in working order (Landlord has not recently tested the water for any contaminants, but agrees to do so if requested and paid for by the Tenant. Further, if such a test is performed, and any contamination is found to be present, then the Landlord, at its cost, shall immediately have such contamination removed from the source of the water, and during the interim period provide an alternative source of drinking water).

(f) Landlord represents and covenants that, to the best of Landlord's knowledge, there are no vermin, termites, insects, or pests of any kind or nature within the Premises. Should the Tenant find evidence of anything to the contrary, the Landlord shall immediately rectify the situation by immediately employing a pest exterminator.

SECTION 24. INSURANCE: The Landlord acknowledges that the Tenant is self-insured. As a result, the Tenant is not required to provide any type of certificate of insurance to the Landlord.

SECTION 25. LANDLORD'S WORK ON BEHALF OF TENANT; ADDITIONAL RENT: It is understood and agreed between the parties hereto that any charges against Tenant by Landlord for services or for work done on the Premises by order of Tenant or otherwise accruing under this Lease (including for maintenance, repair, and/or replacements) shall be considered Additional Rent due and shall be included in any lien for Rent due and unpaid. Further, the parties hereby agree that before the Landlord undertakes any additional work for the Tenant not described, or otherwise contemplated by this Lease, for which the Landlord will seek compensation and/or

reimbursement, the Landlord shall first obtain the request for such work from the Tenant in writing, signed by the County Mayor, or the County Mayor's designee. And absent such written documentation, the Landlord shall not be entitled to any type of compensation and/or reimbursement by the Tenant.

SECTION 26. HAZARDOUS MATERIALS: Hazardous materials shall not be used, generated, handled, disposed of, discharged or stored on the Premises. The requirements of this section may be enforced by preliminary and permanent, prohibitory and mandatory injunctions as well as otherwise provided by law or ordinance. Tenant's obligations and liabilities under this Section shall survive the termination of this Lease. Since the Premises is located within the boundaries of Miami-Dade County, Florida, the Director of the Miami-Dade County department entitled Regulatory and Economic Resources may also enforce the requirements of this section.

SECTION 27. PARTIES STATUS: Tenant represents that it is a government entity, a political subdivision of the State of Florida, either at the time of the execution of this Lease or thereafter, and such status as a government entity shall be maintained during the Term of this Lease. In the event the Tenant fails to maintain its status as a government entity, the Landlord shall have the express authorization, at its sole option, to declare this Lease in default or cancel this Lease.

The Landlord represents that it is a business entity, organized and license to do business in both the State of Florida, and specifically in Miami-Dade County. The Landlord acknowledges and agrees that at all times during the Term of this Lease that it shall maintain its corporate status as active and current with the appropriate state authorities and in the event the Landlord fails to maintain such status, the Tenant shall have the express authorization, at its sole option, to declare this Lease in default or cancel this Lease.

SECTION 28. REPRESENTATIONS/WARRANTIES: If a party executes this Lease as a corporation, limited liability company or a partnership, then the party and the persons executing this Lease on its behalf, represent and warrant that the individuals executing the Lease on its behalf are duly authorized to execute and deliver the Lease on its behalf in accordance with the organizational documents, and that this Lease is binding upon it in accordance with its terms. Each party further warrants that it has the full legal power and authority to execute and enter into this Lease and to perform all of its obligations hereunder, and the execution and commencement of this Lease, and the performance of its obligations hereunder will not conflict with or result in a breach of, or constitute a default, under any agreement, instrument, judgment, order or decree to which it is a party or to which it may be subject. In the event either party fails to operate as an active corporation, limited liability company or partnership, or government entity, as the case may be, at any time, without limiting the foregoing, in the event of any such breach of warranty, covenant or representation, the other party may, in addition to any other remedy, may terminate this Lease by written notice to the other party. Landlord and Tenant each independently agree to indemnify and save and hold harmless the other party to this Lease from and against any damages arising out of a default of this Lease, or any damage, loss or expense (including without limitation, reasonable attorneys' fees and other costs and expenses incident to the filing of any suit, action, complaint, investigation, or proceedings) arising out of or resulting from any breach of any warranty or representation made by it. The indemnity set forth above shall survive the expiration or termination of this Lease and shall not be deemed to limit or otherwise affect any of the other party's remedies at law or in equity.

SECTION 29. LANDLORD'S DEFAULT: It shall be an event of default of this Lease by the Landlord if, except as otherwise provided in this Lease, the Landlord fails to observe or perform any of the stipulations, terms, covenants and/or conditions of this Lease to be observed or performed by the Landlord, where such failure shall continue for a period of thirty (30) days after written notice thereof from Tenant to Landlord; provided, however, that it the nature of Landlord's non-compliance is such that more than thirty (30) days are reasonably required for its cure, then the Landlord shall not be deemed in default if the Landlord commenced such cure within the thirty (30) day period and thereafter diligently prosecutes such cure to completion. In the event of any such default by

Landlord, the Tenant may at any time thereafter do any of the following: bring an action for damages; or for injunctive relief; or Specific Performance; and if relating to maintenance and/or repairs, then undertake such maintenance and/or repairs and deduct the amount of such work (including materials and labor) from any Rent due to the Landlord; and/or pursue any other remedy available to the Tenant under this Lease, or at law, or in equity.

SECTION 30. SUBORDINATION: Landlord and Tenant hereby agree that this Lease shall be automatically subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, now or at any time hereafter, or any other lien or liens placed on the property of which the Premises are a part and Tenant shall, when requested, promptly execute and deliver such written instruments that shall be necessary to show the subordination of this Lease to said mortgages, deeds of trust or such other instruments in the nature of a mortgage. Specifically, if requested by Landlord's lender, Tenant shall execute a subordination, non-disturbance and attornment agreement ("**SNDA**") on Lender's form within thirty (30) business days of such request, so long as such SNDA is in a form reasonably acceptable to Tenant.

SECTION 31. FINANCING AGREEMENTS: Tenant shall not enter into, execute or deliver any financing agreement that can be considered as a priority to any mortgage or deed of trust that Landlord may have placed, or places in the future, upon the Premises.

SECTION 32. LIENS: Tenant shall not permit any type of lien to be filed against the Premises for any reason whatsoever. This includes any type of lien for materials, labor, utilities or anything related to the Premises. If, for whatever reason, any mechanic's or other lien shall be filed against the Premises, purporting to be for labor or materials furnished or to be furnished at the request of Tenant, then Tenant shall, at its expense, cause such lien to be discharged of record by payment, bond or otherwise as allowed by law, within five (5) days after the filing thereof. If Tenant shall fail to cause such lien to be discharged of record within such ten (10) day period, Landlord, in addition to any other rights and remedies, may, but shall not be obligated to, cause such lien to be discharged by payment, bond or otherwise, without investigation as to the validity thereof or as to any offsets or defenses thereto, and Tenant shall, upon written demand, promptly within ten (10) days, pay to Landlord a sum equal to the amount of such lien(s) and reimburse Landlord for all amounts paid and costs incurred, including reasonable attorneys' fees and interest thereon at the maximum legal rate from the respective dates of Landlord's payment in having such lien discharged of record and, further, Tenant shall otherwise indemnify and save Landlord harmless from any claim or damage resulting therefrom. Tenant shall deliver to Landlord all necessary lien releases and waivers confirming that Tenant has paid its contractors and sub-contractors (collectively "Contractors") in full for any work performed by Contractors for Tenant, and further that the Contractors release and waive any possible claims against the Premises associated with their work. Tenant acknowledges that a formal notice has been recorded in the Public Records denoting this prohibition against any type of lien being placed upon Landlord's property. The obligations in this section shall survive the expiration or early termination of this Lease.

SECTION 33. CASUALTY (NATURAL DISASTER) AND EMINENT DOMAIN (CONDEMNATION): If the entire Premises is totally destroyed, as determined by the Tenant, as a result of a casualty, disaster (natural or otherwise) or hazard (a "**Casualty Event**"), the Tenant may, at its sole option, terminate this Lease by giving the Landlord thirty (30) days' written notice, and Landlord shall have no obligation to rebuild. If not terminated, Landlord shall have the right to render the Premises tenantable by repairs within ninety (90) days of such Casualty Event, and during such time the Tenant's responsibility to pay Rent, including any Additional Rent, is suspended. Landlord shall not be liable for any inconvenience or annoyance to Tenant, or for any injury to the business of Tenant, resulting from delays in repairing the damage. If the Premises is not rendered tenantable within said time, either party hereto may cancel this Lease by written notice, effective upon the receipt of such notice.

If this Lease is terminated as provided in this Section 33, all of Tenant's obligations under this Lease shall cease, effective from the date of casualty. If this Lease is not terminated, and if Tenant remains open for business in any portion of the Premises after the occurrence of an event that does not totally destroy the Premises, the Tenant shall be obligated to pay Rent and Operating Expenses, if any, in proportion to the square footage of the Premises which remains tenantable and utilized by the Tenant, and the Rent and Operating Expenses, if any, shall be reduced in proportion to the square footage of the Premises not utilized by the Tenant. All construction and/or repairs by Landlord shall be made in a manner consistent with and in accordance with all applicable codes and industry standards. Such damage shall be repaired in architecture and quality consistent with conditions existing prior to the damage and with facilities and amenities comparable to such structure being replaced. If the Premises has been changed since the Commencement Date of this Lease but prior to the occurrence of an event damaging the Premises, Landlord shall rebuild the Premises according to the new design and construction criteria established by Tenant.

In the event the Premises, or a substantial portion thereof, is taken by any condemnation or eminent domain proceeding (a "**Taking**") whereby the same is rendered untenantable, the parties hereto shall have the right to terminate this Lease without further liability on the part of Landlord or Tenant as of the date of the Taking, by providing thirty (30) days written notice from the date of such Taking. If this Lease is not terminated, and if Tenant remains open for business in any portion of the Premise after a Taking, Tenant shall be obligated to pay Rent and Operating Expenses in proporation to the square footage of the Premises which remains tenantable after a Taking, and Rent and Operating Expenses shall be reduced in proportion to the square footage of the Premises rendered untenantable. Any award of proceeds resulting from a condemnation or sale in lieu thereof of the whole or part of the Premises will belong solely to Landlord and Tenant, as their rights may appear, and the Tenant hereby waives any right to make any additional claim against the Landlord.

In connection with any storms, hurricanes, tornados or other natural disasters, Landlord shall immediately repair the non-structural interior portions of its Premises to the extent damaged by such an event. During periods of hurricane or tropical storm watches and/or warnings, Tenant, as it deems appropriate, shall be permitted to install or mount hurricane shutters or other appropriate protection on the Premises at its sole cost and expense.

SECTION 34. OPERATING EXPENSES: As Additional Rent, Tenant shall pay to the Landlord Operating Expenses, as defined herein, which is the cost for utilities, maintenance, cleaning, and real estate taxes incurred during the Term of this Lease ("Operating Expenses"). Operating Expenses are and shall mean expenses of any kind or nature which are necessary, ordinary, and customarily incurred with respect to the operation, repair, replacement, and maintenance of the Premises, during a calendar year, and is generally charged as an operating expense to tenants by landlords of comparable buildings in the Miami-Dade County, Florida area. Operating Expenses include all costs and expenses of every kind and nature paid or incurred by Landlord in cleaning, operating, altering, refurbishing, mechanically equipping, decorating, lighting, repairing, improving, restoring, renovating, replacing, and maintaining all areas of the Premises, signs, and utilities serving and/or required to be maintained in and to the Premises (including access ways and loading/parking zone area(s) contiguous to the Premises and available for use by occupants of the Premises by reason of easement rights, or if Landlord is otherwise required to maintain or repair same) and all taxes, assessments, costs and other expenses related to the Premises. Operating Expenses shall not include those costs and/or expenses that are the sole financial responsibility of the Landlord, such as the structural portions of the Premises including the roof, foundation, and/or the curtain walls of the Premises, and the indoor air quality of the Premises. The Operating Expenses shall be one (1) flat fee (the same monthly amount) throughout the term of the Lease. Such amount is mentioned in the Preamble of this Lease. However, notwithstanding the foregoing, annually, the Landlord shall, without request or demand, submit to the Tenant evidence of its cost in maintaining the Premises (Year-end reconciliation), which shall include copies of

invoices, credit card statements, and cancelled checks (front and back of cancelled checks). Upon evidence of any overpayment by the Landlord, as acknowledged or agreed to by the Tenant, the Tenant shall, within sixty (60) calendar days, reimburse the Landlord for the amount that the Landlord spent above and beyond the amount of the annual Operating Expenses paid by the Tenant. Should, as a result of the Year-end reconciliation, it is determined that the Landlord was overpaid by the Tenant, then, within sixty (60) calendar days, the Landlord shall reimburse the Tenant for any such sum paid by the Tenant. The Operating Expenses shall not include the costs of repair for any repairs to the roof and/or roof membrane, repair and replacement of any energy management system, costs related to capital expenditures, Landlord's wages, unemployment taxes, social security taxes, and assessments, the cost or expense to process or handle bills and/or invoices as well as other items typically performed by landlords in similar buildings located in Miami-Dade County, Florida. For the purposes hereof, "real estate taxes" are all general and specific taxes pertaining to the Premises including any existing and future assessments for road, sewer, utility and other local improvements and other governmental charges which may be lawfully charged, assessed or imposed upon the Premises or the land and improvements thereon. Further, the Landlord agrees that real estate taxes shall be determined as of the lowest amount assessed by any tax collector, or government agency (tax amount payable each year at the end of November). Real estate taxes shall not include income, capital levy, franchise, capital stock, gift, estate, or inheritance tax. The term "Assessments" shall include any and all so-called special assessments, license tax, business license fee, business income tax, commercial rental tax, levy, and/or charge against the Premises, and/or the land upon with the Premises is situated. If an Assessment is payable in installments, taxes for that year shall include the amount of the installment minus any interest due and payable as a result of the installments. For taxes and Assessments, if a change, particularly a reduction, in the taxes is obtained for any year of the term, and the Landlord receives a refund, reimbursement, or other compensation, or lower valuation, estimation, or assessment, then the taxes for that year shall be automatically retroactively adjusted, and the Landlord, without demand, shall immediately provide the Tenant with a credit or refund, at Tenant's election, based on such adjustment.

Tenant shall have the right, at its own expense, to inspect, review, and/or otherwise audit the books and records of the Landlord pertaining to Operating Expenses. Upon the Tenant's written request, the Landlord shall promptly furnish to the Tenant, from time to time, the most current audited or unaudited financial statements for Operating Expenses prepared in accordance with generally acceptable accounting principles, certified by the Landlord and/or an independent auditor to be true and correct, reflecting the Landlord's then current financial statement with respect to the Premises (Tenant reserves the right to obtain audited financial statements if the Tenant specifically requests and requires such information, and agrees to pay for the cost associated to secure such information, so long as the Tenant does not otherwise have, or is required to have audited financial statements or records). In the event that Tenant's examination reveals that an error has been made in the Landlord's determination of the costs and/or expenses associated with the Operating Expenses, and Landlord agrees with such determination, then the amount of such adjustment shall immediately be payable by Landlord to the Tenant. In the event that Tenant's examination reveals that an error has been made in the Landlord's determination of the payment of cost and/or expenses for the Operating Expenses, and Landlord disagrees with the results thereof, then Landlord shall have sixty (60) days to obtain a review by a Certified Public Accountant of its choice to determine the payment of costs and/or expenses for the Operating Expenses. In the event Landlord's accountant and Tenant's reviewer are unable to reconcile their reviews of the Landlord's books and records, then both the Landlord's accountant and the Tenant's reviewer shall mutually agree upon an accountant, which cost shall be borne by both parties, and the determination by the independent accountant regarding the payment of costs and/or expenses for Operating Expenses for the Premises shall be conclusive.

SECTION 35. OPERATION OF PREMISES: Tenant covenants that it will (a) continuously operate one hundred (100%) percent of the Premises during the entire Term of this Lease (including any administrative use by

the State of Florida); (b) keep the Premises open for business, except for federal and county holidays, and (c) conduct its business at all times in a manner conducive to the high reputation of a county facility. For the purpose of clarification, Tenant shall not abandon the Premises, irrespective of the payment of Rent, during the Term of the Lease or any extension thereof. In the event of abandonment, meaning the Tenant has not occupied the Premises for a period of more than ninety (90) days, except in the case of remodeling the Premises, or in the instance of a Casualty Event, or damage or destruction of the Premises (or such longer period upon prior written permission of Landlord), the Landlord shall have the right to terminate this Lease and bring an action to recapture the Premises.

SECTION 36. LEASEHOLD IMPROVEMENTS UPON LEASE EXPIRATION OR TERMINATION: Tenant shall at the expiration or other termination of this Lease remove all of Tenant's goods, furniture, trade fixtures and effects, and other personal property from the Premises, (including, without hereby limiting the generality the foregoing, all signs and lettering affixed or painted by Tenant, either inside or outside the Premises). All electrical connections from Tenant's sign shall be capped and the exterior façade surface of the sign area shall be made weather-tight and be restored to a like-new condition that is consistent with the rest of the façade (including any necessary cleaning, painting and/or patching of the surface). Tenant's right to remove these items from the Premises is conditioned upon Tenant's full and complete discharge of any and all obligations under this Lease. In the event any obligations are due and owing to Landlord at the time Tenant seeks to vacate the Premises, Tenant shall take no action to remove any of these items located on, in or outside the Premises, and Landlord shall be entitled to exercise any and all rights as Landlord against such property in order to satisfy all such obligations. Tenant also agrees to repair any damage caused to the Premises by the removal of these items. Anything attached to the property by electrical, plumbing or gas connections or anything attached to the ceilings, walls and floors (including any carpeting) will remain the property of Landlord and shall not be removed from the Premises by Tenant. Any special equipment servicing the Premises, including on the roof or exterior of the Premises (e.g. fire suppression systems, compactors, bailers, conveyor systems), shall not be removed without Landlord's written prior consent. Any removal of such equipment without Landlord's prior written consent will result in Landlord charging Tenant for the cost of such equipment as new, as Additional Rent due.

SECTION 37. RETURN OF PREMISES: If the Expiration Date occurs on a weekend day or a federal or county holiday, the Premises shall be returned to the Landlord in accordance with this Section 37 no later than 5:00 p.m. on the business day after such weekend day or federal or county holiday. On or before the specified time, Tenant shall deliver to Landlord the Premises, all keys, locks thereto, and other fixtures connected therewith and all alterations and additions made to or upon the Premises, in good condition subject to reasonable wear and tear (including being broom swept/vacuumed), damage by fire or other casualty only excepted. In the event of Tenant's failure to remove any of Tenant's property from the Premises, Landlord is hereby authorized without liability to Tenant for loss or damage thereto, and at the sole risk and cost of Tenant, to remove and store any of the property at Tenant's expense, or to retain same under Landlord's control or after ninety (90) days to sell at public or private sale, with notice, any or all of the property not so removed by Tenant and to apply the net proceeds of such sale to the payment of any sum due hereunder. Landlord, at its sole option, may require Tenant, at Tenant's sole cost and expense, to place the Premises back to the original condition as delivered to Tenant on the Commencement Date.

SECTION 38. MODIFICATION, INTEGRATION AND INTERPRETATION: This Lease memorializes the entire agreement between the parties hereto and all prior negotiations. All negotiations, considerations, representations, and understandings between Landlord and Tenant are incorporated herein and may be modified or altered only by agreement in writing between Landlord and Tenant, and no act or omission of any employee or agent of Landlord shall alter, change, or modify any of the provisions hereof. Tenant specifically acknowledges that it has freely negotiated this Lease and that it has not been influenced to enter into this transaction. Tenant acknowledges that it has not relied upon any warranties or representations not

specifically set forth in this Lease. Tenant specifically acknowledges that the condition of the Premises or any building of which the Premises are a part are not a significant inducement for entering into this Lease. Tenant further acknowledges that Landlord's repair and/or maintenance of the Premises or any building of which the Premises may be part is not a significant inducement for entering into this Lease. In any controversy, dispute, or contest over the meaning, interpretation, validity, or enforceability of this Lease or any of its terms or conditions, there shall be no inference, presumption, or conclusion drawn whatsoever against either party by virtue of that party having drafted this Lease or any portion thereof. The parties to this Lease agree that the terms of this Lease shall not be more strictly construed against Landlord, or more favorably for Tenant, notwithstanding Landlord's presentation of this Lease.

SECTION 39. QUIET ENJOYMENT: Tenant, on paying the rental and performing the conditions hereof, shall and may peaceably and quietly have, hold and enjoy the Premises throughout the term of the lease.

SECTION 40. RULES AND REGULATIONS AND TENANT OBLIGATIONS: Landlord reserves the right to promulgate, and Tenant agrees to comply with reasonable non-discriminatory rules and regulations for the Premises, including but not limited to the following:

a) Tenant is expressly prohibited from placing, erecting, or maintaining any sign, lettering, or advertising devices on, in, or about the windows or doors of the Premises other than as specifically permitted by Section 47 below.

b) Tenant shall not conduct any auction, fire, bankruptcy, selling-out, or closing-out sale on or about the Premises.

c) Tenant, its employees, or agents shall not mark, paint, drill or in any way deface any exterior or interior walls, ceilings, partitions, floors, or ironwork without Landlord's written consent, which consent shall not be unreasonably withheld or delayed.

d) Tenant will not install any equipment which exceeds the capacity of the utility lines leading into the Premises or the building of which the Premises constitutes a portion.

e) Tenant shall give Landlord prompt written notice of any accident, fire or damage occurring on or to the Premises and the Landlord shall immediately process the claim through its insurance carrier, unless such event was due to the gross negligence or willful misconduct of the Tenant, then in such instance the claim will be processed directly by the Tenant since it is self-insured.

f) Landlord shall enlist the services of a waste company for all of the trash removal, which shall become subject to Tenant's approval if Tenant determines that the trash is not properly being dispose of, or if the cost of trash removal is too expensive. Separately, the cost and expenses associated with hiring and maintaining a waste company shall be the Tenant's responsibility, and such shall be incorporated into the Operating Expenses for the Premises. All trash is to be placed in the refuse container, compactor, dumpster, or respective waste receptacle(s) only.

g) No radio, television, fiber-optic cable, satellite dish or other similar device shall be installed without obtaining in each instance, the written consent of Landlord. No aerial or satellite dish shall be erected on the roof or exterior walls of the building, or on the grounds without Landlord's written consent. Any aerial or satellite dish so installed without such written consent of Landlord shall be removed promptly at the direction of Landlord. If Landlord removes such equipment, after the Tenant fails to do so at Landlord's request, the Landlord shall then not be liable for such removal and disposal of such equipment.

h) The plumbing facilities shall not be used for any other purpose than for which they are constructed. No foreign substance of any kind shall be permitted therein, and the expenses of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by Tenant.

Tenant agrees that Landlord may from time to time to suspend, amend or supplement the foregoing rules and regulations, and to adopt additional reasonable rules and regulations applicable to the Premises, so long as

such rules and regulations do not conflict with the terms, covenants, and conditions of this Lease. Notice of changes to any such rules and regulations, including amendments and supplements thereto, if any, shall be given to Tenant in advance of them being implemented.

SECTION 41. LANDLORD'S RIGHTS: Landlord shall in no event be in default in the performance of any of Landlord's obligations hereunder unless and until Landlord shall have failed to perform such obligations within thirty (30) days of written notice from Tenant, or such additional time as is reasonably required to correct any such default after written notice by Tenant properly specifying wherein Landlord has failed to perform such obligation.

SECTION 42. INDOOR AIR QUALITY; RADON GAS; MOLD: As of the Commencement Date, the Landlord makes no warranties or representations regarding indoor air quality or condition within the Premises. After the Commencement Date, the Landlord, through a third-party vendor/company, shall conduct bi-annual tests of the air quality within the Premises in an effort to determine the quality of the air, including, but not limited to the level of any humidity, and the presence or level of any mold in the indoor air. The Landlord shall provide a copy of the test results to the Tenant, and the Landlord shall have the sole responsibility to maintain, regulate, and/or improve the indoor air quality within the Premises. In the event that the Landlord, for any reason whatsoever, fails to immediately address or correct any concerns or issues found by any tests, then the Tenant shall have the right to perform any and all work to improve the air quality in the Premises, and afterwards secure reimbursement of such cost and expenses (including labor and materials) from the Landlord. If the Landlord fails to reimburse the Tenant within sixty (60) days, then the Tenant shall have the right to reduce the amount of the Rent owed to the Landlord by the amount of the cost and expenses involved in improving the air quality in the Premises. Further, in the event that Tenant elects to conduct its own indoor air quality test on the Premises, the Landlord shall abide by the results and reccomendations of such test(s), unless the Landlord reasonably determines, as evidenced by a written statement from a third-party consultant, that such test or results are inaccurate. Then in such instance, both the Landlord and the Tenant shall agree on a company to perform such indoor air quality test, and the results and reccomendations of which shall be binding, for one (1) year, on both parties. In compliance with §404.056, Florida Statutes, Tenant is hereby made aware of the following: Radon Gas 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 your county public health unit. Tenant further acknowledges that mold and fungi are naturally occurring conditions and that mold or fungi may be present in the Premises at the commencement of this Lease and/or may occur at some time during the Term. For the purposes hereof, fungi shall include any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi. All costs associated with testing, abating, removing, containing, neutralizing, treating, or in any way responding to or assessing the effects of radon, mold, or fungi in the Premises shall be borne exclusively by the Landlord, and the Landlord expressly indemnifies and holds the Tenant harmless from any and all costs and expenses related to such activities.

SECTION 43. INDEPENDENT COVENANT: Each and every Rent obligation Tenant is obligated for under the terms of this Lease shall be deemed to be independent covenants to Landlord and shall remain independent covenants notwithstanding any other obligation Landlord may have to Tenant under the Lease.

SECTION 44. CLEANLINESS: Landlord shall maintain the Premises, in a neat and clean condition, and shall keep sidewalks adjoining the Premises clean and free from rubbish, and shall store all trash and garbage within the Premises and shall arrange for the regular pick up of trash and garbage. The cost and expenses associated with the Landlord's efforts to maintain the Premises in a neat and clean condition shall be borne by the Tenant, which cost and expense is incorporated into the Operating Expenses paid by the Tenant. The Tenant shall not permit rubbish, refuse, or

garbage to accumulate within the Premises, or cause fire hazards to exist in the Premises.

SECTION 45. DELIVERIES: All loading of sizable goods and deliveries of goods shall be done only at such times, in the areas, and through the entrances, designated for such purposes by Landlord. The delivery or shipping of items or large packages to and from the Premises shall be subject to such reasonable rules and regulations as in the judgment of Landlord are necessary for the proper operation of the Premises. Tenant shall advise its vendors of the delivery requirements set forth in this section and Tenant shall be responsible and liable for the actions of said vendors. Trailers or trucks shall not be permitted to remain parked overnight in any area of the Premises, whether loaded, unloaded or partially loaded or unloaded. Tenant shall be responsible for any damage to the Premises resulting from deliveries.

SECTION 46. INTENTIONALLY OMITTED

SECTION 47. SIGNAGE/ADVERTISING: Tenant is financially responsible for installing, maintaining, repairing, and replacing its own signage. Tenant may erect a wall sign within the area designated by Landlord, which sign shall be subject to the prior written review and approval of Landlord, which approval shall not be unreasonably withheld or delayed. Landlord hereby acknowledges and agrees that the Tenant may keep all existing wall and any permitted directional signs, as applicable, on or about the outside of the Premises, including on the outside wall of the Premises. Tenant covenants that any and all signs shall be maintained in good condition and repair at all times. The sign criteria for the Premises shall be as follows:

a) All signs must comply with local zoning and building department ordinances, codes and regulations. Landlord reserves the right to review all signs and must provide written approval of all shop drawings prior to submission for permit applications.

b) The following signs are prohibited:

(1) flashing lights or animated signs, (2) audible devices and temperature signs, (3) all styrofoam, plastic, foam and wood signs, (4) all paper signs and banners of any kind (unless professionally prepared). In the event of any court-ordered "going out of business" sales, signage ordered by the court only can be placed inside the storefront glass along the store elevation, (5) no flood lights, flags, pennants or signs held by ropes, (6) no window signage, and (7) balloons, sandwich boards, sidewalk signs, portable signage, signs, characters or mascots, parking lot signage and the like.

All signs are to be constructed at Tenant's sole cost and expense (including all costs associated with the preparation of the façade and/or removal of the existing signage and for connecting the electricity to the sign) and installed only with proper permits and approvals by licensed sign and electrical contractors, which signs shall be deemed a fixture to the Premises. Tenant may not penetrate the building or façade in order to install signs. If so requested, Tenant shall be responsible for the removal of its signage, including cleaning and painting the façade behind the removed signs. Any failure to comply with the foregoing sentence shall result in the Tenant reimbursing Landlord for its cost to repair the façade in the amount of up to $2,500.00.

SECTION 48. PARKING: The Landlord and Tenant hereby acknowledge and agree that the Premises does not include any type of parking lot, and/or parking garage, and therefore there is no associated parking in connection with the lease of the Premises.

SECTION 49. NON-WAIVER PROVISION: Any waiver on behalf of any party shall be evidenced in writing. Landlord or Tenant's failure to take advantage of any default hereunder, or breach of any term, covenant, condition, or agreement of this Lease on the part of the Landlord or Tenant to be performed shall not be (or be construed to be) a waiver thereof. Likewise, the parties further agree that any custom or practice that may grow between the parties in the course of administering this Lease cannot be construed to waive or to lessen the right of the Landlord or Tenant to insist upon the complete performance by the Landlord or the Tenant of any term, covenant, condition, or agreement hereof, or to prevent the exercise any rights given by either of them on account of any such custom or practice. Waiver of a particular default under this Lease, or waiver of any breach of any term, condition, covenant, or agreement of this Lease, or any leniency

shown by the Landlord or the Tenant in respect thereto, shall not be construed as, or constitute a waiver of any other or subsequent defaults under this Lease, or a waiver of the right of either party to proceed against the other party for the same or any other subsequent default under, or breach of any other term, covenant, condition, or agreement of this Lease.

No waiver by either party to any breach of any agreement or condition herein contained on the part of the applicable party to be performed or observed, and no waiver of any such agreement or condition, shall be deemed to be a waiver of, or assent, to any succeeding breach of the same of any other agreement or condition; the acceptance by Landlord of Rent or other payment hereunder or silence by Landlord as to any breach shall not be construed as waiving any of Landlord's rights hereunder unless such waiver shall be in writing.

SECTION 50. OPTION TO RENEW: If Options to Renew are included in the Preamble hereof, then this Lease may be extended for such option periods on the same terms and conditions set forth herein. Tenant shall have the option to extend the Term of this Lease until the year 2035, by providing written notice to the Landlord at the end of the initial Term, and any renewal option period. Tenant may only exercise the Options to Renew (the "**Extended Term**") if there exists no material defaults beyond any applicable notice and cure periods. Subject to the conditions set forth herein, the Term of the Lease will be extended, and the Option will be deemed to be exercised, without the requirement of a further act, lease or agreement by either party, unless Tenant shall give Landlord written notice of termination at least four (4) full calendar months prior to the end of the Term or Extended Term as the case may be.

SECTION 51. INTENTIONALLY OMITTED

SECTION 52. TENANT'S TAXES AND ASSESSMENTS: Tenant agrees to pay to the local taxing authorities and other governmental agencies, throughout the Term of this Lease and any renewal thereof, all personal property taxes which may be levied against Tenant's merchandise, trade fixtures and other personal property in and about the Premises.

SECTION 53. FORCE MAJEURE: Neither Landlord nor Tenant shall be liable for failure to perform any obligation under this Lease, in the event it is prevented from so performing by strike, lockout, breakdown, accident, act of God, order or regulation of or by any governmental authority or failure to supply or inability by the exercise of reasonable diligence to obtain supplies, parts or employees necessary to furnish such services or because of war or other emergency or for any other cause beyond its reasonable control.

SECTION 54. ADA/HANDICAPPED; CODE UPGRADES: Landlord agrees, at its sole expense, to comply promptly with all current and future requirements, laws, ordinances, regulations or codes of any legally constituted authority that may have authority over the Premises, including any ordinances or requirements for handicapped access to or inside of the Premises. Landlord shall be responsible for upgrading the Premises for any code upgrades that may be enacted in the future. With regards to the physical structure of the Premises, Landlord will comply with all requirements to make necessary modifications that are readily achievable within the confines of the Premises. However, the Landlord hereby acknowledges and agrees as of the Commencement Date the Premises fully complies with the terms and conditions of Section 553.501 et seq. of the Florida Statutes, and the Americans with Disabilities Act ("ADA"), along with any and all amendments thereto, and in the future, shall, to the greatest extent possible, notify the Tenant of any need or requirement to bring the physical components of the Premises into compliance with the aforementioned laws.

SECTION 55. CONTROL OF COMMON AREAS BY LANDLORD: Landlord and Tenant agree that the entire building, the Premises, is hereby leased to the Tenant, and therefore it is agreed that there are no areas within or outside of the Premises that the Tenant will share in common with the Landlord and/or any other tenant. All areas of the Premises, including, but not limited to the exterior boundaries which are now leased to the Tenant, shall be for the Tenant's sole and exclusive use, including any and all driveways, entrances and exits thereto, the truck way or ways, loading docks, package pick-up stations, pedestrian sidewalks and ramps, landscaped areas, retaining walls,

exterior stairways, and other areas and improvements provided and leased by Landlord to the Tenant. The daily and ongoing management of the of the Premises shall be performed by the Landlord.

SECTION 56. INTENTIONALLY OMITTED

SECTION 57. SECURITY: Tenant acknowledges that Tenant assumes all responsibility and liability for the security for its own employees, agents, merchandise and fixtures within the Premises. Tenant, at its option, may enlist its own security personnel and install its own security devices within the Premises.

SECTION 58. EARLY TERMINATION BY TENANT: Separate and apart from any other rights granted to the Tenant to cancel or otherwise terminate this Lease, the Tenant shall have the right, at any time, without cause, to terminate this Lease by giving the Landlord at least sixty (60) days' advanced written notice of such cancellation. Upon such cancellation, this Lease shall terminate as though the cancellation date were the date originally fixed as the end of the term of this Lease.

SECTION 59. HOLDOVER: If Tenant remains in the Premises for any time period beyond the expiration of this Lease (which shall include Tenant's failure to deliver the keys to the Landlord), such holding over shall be without right and shall not be deemed to create any tenancy, but Tenant shall be a tenant at sufferance only and Landlord shall be entitled to collect, in addition to any other remedies or amounts due under the terms of this Lease, an amount equal to the Monthly Rent, as charged for the month preceding the expiration of this Lease, and Operating Expenses, if any, as compensation for such holdover (regardless of the length of Tenant's unauthorized holdover) as well as Tenant indemnifying Landlord against any cost, liability or loss associated with such holdover including, without limitation, any claims made by any succeeding occupant or tenant based on such delay resulting from the holdover. This payment shall not constitute Rent for such holdover period, but shall reimburse Landlord for the damages it suffers on account of such holdover. The parties hereto agree that in the event of a holdover, Landlord's damages will be difficult to ascertain and that Tenant specifically agrees that the aforementioned payment shall constitute appropriate compensation for such losses.

SECTION 60. MANAGING AGENT: Landlord may act and carry out all of its rights and obligations under this Lease through a managing agent. Such agent will not incur liability for actions taken on behalf of Landlord. The managing agent shall be hired and retained by the Landlord, which the Landlord may change from time-to-time, or such other agent as Landlord may appoint with or without notice to Tenant. Tenant may rely on the apparent authority of the managing agent.

SECTION 61. NO OFFER: THE PRESENTATION AND EXECUTION OF THIS LEASE BY LANDLORD SHALL BE AN OFFER WHICH MAY BE ACCEPTED BY TENANT AND LANDLORD AGREES TO NOT WITHDRAW ITS OFFER UNTIL THE EARLIER OF (A) THIS LEASE BEING CONSIDERED BY THE BOARD OF COUNTY COMMISSIONERS; OR (B) DECEMBER 31, 2015. THIS LEASE ONLY BECOMES VALID, BINDING AND EFFECTIVE UPON EXECUTION AND COMMENCEMENT OF THIS LEASE BY BOTH LANDLORD AND TENANT. FURTHER, EMPLOYEES OR AGENTS OF LANDLORD HAVE NO AUTHORITY TO MAKE OR AGREE TO MAKE A LEASE OR ANY OTHER AGREEMENT OR UNDERTAKING IN CONNECTION HEREWITH.

SECTION 62. ESTOPPEL CERTIFICATES: Tenant agrees, at any time and from time to time, upon not more than forty-five (45) business days' prior written request by Landlord, to execute, acknowledge and deliver to Landlord a statement in writing certifying that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the same are in full force and effect as modified and stating the modifications), that no uncured defaults exist hereunder (or if any such defaults exist, specifying the same), and the dates to which the rent and other charges due hereunder have been paid in advance, if any, it being intended that any such statement delivered pursuant to this Section may be relied upon by any prospective purchaser or mortgagee of, or assignee of any mortgage upon.

SECTION 63. MISCELLANEOUS:

A. **CAPTIONS AND SECTION NUMBERS:** The captions in this Lease are for convenience of reference only and shall not define, modify, explain, amplify or limit the provisions, interpretation, construction, or meaning hereof.

B. **CONSTRUCTION OF CERTAIN TERMS:** As used in this Lease, the word "person" shall mean and include where appropriate, any individual, corporation, partnership or other entity; the plural shall be substituted for the singular, and the singular for the plural, where appropriate; and words of any gender shall mean and include any other gender.

C. **EXECUTION:** This Lease shall be fully executed in four (4) complete original instruments, each of which shall be deemed an original of this Lease, and any of which may be introduced into evidence as conclusive evidence of the terms hereof or used for any other purpose without the production of the other instruments.

D. **LIMITATION OF LIABILITY:** The term "Landlord" as used in this Lease, so far as covenants or obligations to be performed by Landlord are concerned, shall be limited to mean and include only the owner or owners at the time in question of the Premises, and in the event of any transfer or transfers of title to said property, Landlord (and in case of any subsequent transfers or conveyances, the then grantor) shall be concurrently freed and relieved from and after the date of such transfer or conveyance, without any further instrument or agreement, of all liability as respects the performance of any covenants or obligations on the part of Landlord contained in this Lease thereafter to be performed, it being intended hereby that the covenants and obligations contained in this Lease on the part of Landlord, shall, subject as aforesaid, be binding on Landlord, its successors and assigns, only during and in respect of their respective successive periods of ownership of said leasehold interest or fee, as the case may be. Tenant, its successors and assigns, shall not assert nor seek to enforce any claim for breach of this Lease against any of Landlord's assets other than Landlord's interest in the Premises and in the rents, issues and profits thereof, and Tenant agrees to look solely to such interest for the satisfaction of any liability or claim against Landlord under this Lease, it being specifically agreed that in no event whatsoever shall Landlord (which term shall include, without limitation, the Indemnified Parties) ever be personally liable for any such liability.

E. **RECORDING:** This Lease is not in recordable form, and the parties agree not to record or permit the recording of this Lease, except for filing with the Clerk of the Board of County Commissioners, although Landlord and Tenant may reasonably agree upon the form of a recordable memorandum of this Lease, to be recorded on an occasion at or near the time of the Effective Date.

F. **CONFIDENTIALITY:** The parties hereby acknowledge and agree that the Tenant shall be permitted to disclose any information herein or in connection with Tenant's relationship with Landlord without Landlord's prior written consent.

G. **SUCCESSORS AND ASSIGNS:** The covenants and agreements of this Lease shall, subject to the terms of this Lease to the contrary, be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, as the case may be.

H. **LANDLORD-TENANT RELATIONSHIP:** Landlord and Tenant are not creating a joint venture or partnership by the provisions of the Lease and they are and at all times shall remain in the relationship of Landlord and Tenant.

I. **PARTIAL INVALIDITY OR UNENFORCEABILITY:** The invalidity of one or more of the provisions of this Lease shall not affect the remaining portions of this Lease; and, if any one or more of the provisions of this Lease

should be declared invalid by final order, decree or judgment of a court of competent jurisdiction, this Lease shall be construed as if such invalid provisions had not been included in this Lease.

J. **BROKERS:** Both parties hereby stipulate, acknowledge and agree that neither of them utilized a broker or an agent in the selection, negotiation, and/or for any other reason involving this Lease, and thereby there are no brokerage commissions due under this Lease, or that shall become due upon the renewal or extension of this Lease.

K. **GOVERNING LAW:** This Lease shall be governed by and construed and enforced in accordance with the laws of the State of Florida and venue for all actions shall lie in Miami-Dade County, Florida.

L. **MULTIPLE TENANT SIGNATORIES:** In the event this Lease is executed in an individual capacity by more than one signatory for Tenant and same needs to be modified, canceled, terminated, or otherwise amended, or in the event Landlord requires written authority on behalf of the Tenant for any reason whatsoever, all parties comprising the Tenant hereby irrevocably acknowledge the grant of formal authority to any and all other parties comprising the Tenant to execute any document, modification, cancellation, termination, amendment to the Lease or other matter requiring a signature of the Tenant, on their behalf, without their signature or any other action by them. Consequently, it shall only be necessary for Landlord to obtain the signature of ONE of the parties comprising the Tenant hereunder in order to bind the Tenant hereunder. Therefore, one signature on behalf of the Tenant shall bind all parties comprising the Tenant hereunder to any document, modification, cancellation, termination, amendment or other matter requiring a signature of the Tenant.

M. **ENTIRE AGREEMENT:** This Lease, including all exhibits attached hereto, contains the entire agreement of the parties hereto with respect to the matters covered thereby. This Lease cancels, voids and nullifies all prior lease agreements, addendums, written agreements and oral agreements between the parties. This Lease may not be amended, modified or supplemented except by written instrument executed by Landlord and Tenant.

N. **TELECOPIED AND EMAILED SIGNATURE PAGES:** In order to expedite the transaction contemplated herein, telecopied or emailed signatures may be used temporarily in place of original signatures on this Lease while the original document and signatures are being delivered. The parties intend to be temporarily bound by the signatures on the telecopied document, are aware that the other party will briefly rely on the telecopied or emailed signatures, and hereby waive any defenses to the enforcement of the terms of this Lease, for a short-term period, based on the form of signature.

O. **CALENDAR DAYS:** Any mention in this Lease of a period of days for performance, unless otherwise described in this Lease, shall mean calendar days.

[REMAINDER OF PAGE WAS LEFT INTENTIONALLY BLANK] [ONLY THE SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have hereunto executed this Lease, under seal, for the purpose herein expressed, the day and year above written.

WITNESSED BY:

As to Landlord:

Sandra Faigen

Print: SANDRA FAIGEN

Leonor Schuck

Print: Leonor Schuck

LANDLORD:

COURTHOUSE REALTY CORPORATION

By: _____

SALOMON TERNER

TENANT:

As to Tenant:

_____

Print: _____

_____

Print: _____

MIAMI-DADE COUNTY

By: _____

Name:

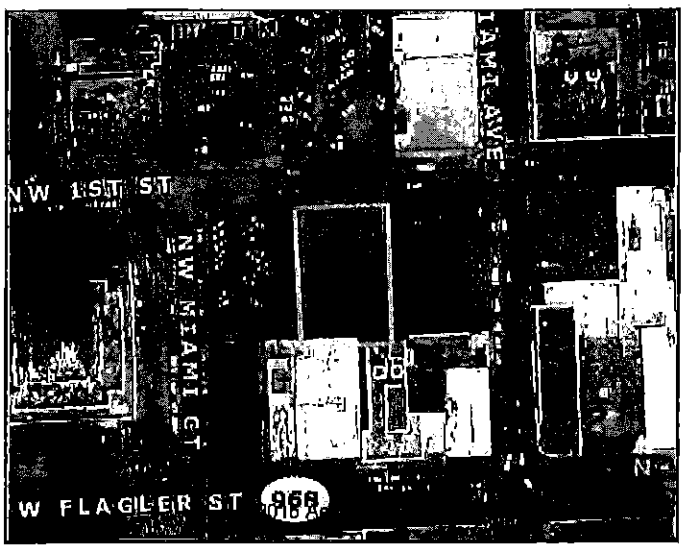
Title:

OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On : 9/10/2015

Property Information	
Folio:	01-0111-050-1030
Property Address:	22 NW 1ST
Owner	COURTHOUSE REALTY CORPORATION
Mailing Address	25 SE 2 AVE STE# 725 MIAMI, FL33131
Primary Zone	6401 COMMERCIAL
Primary Land Use	1813 OFFICE BUILDING - MULTISTORY : OFFICE BUILDING
Beds / Baths / Half	0 / 0 / 0
Floors	4
Living Units	0
Actual Area	Sq.Ft
Living Area	Sq.Ft
Adjusted Area	56,205 Sq.Ft
Lot Size	15,000 Sq.Ft
Year Built	1924



Assessment Information			
Year	2015	2014	2013
Land Value	$4,500,000	$2,100,000	$1,350,000
Building Value	$2,075,000	$4,200,000	$4,950,000
XF Value	$0	$0	$0
Market Value	$6,575,000	$6,300,000	$6,300,000
Assessed Value	$6,575,000	$6,300,000	$6,300,000

Taxable Value Information			
	2015	2014	2013
County			
Exemption Value	$0	$0	$0
Taxable Value	$6,575,000	$6,300,000	$6,300,000
School Board			
Exemption Value	$0	$0	$0
Taxable Value	$6,575,000	$6,300,000	$6,300,000
City			
Exemption Value	$0	$0	$0
Taxable Value	$6,575,000	$6,300,000	$6,300,000
Regional			
Exemption Value	$0	$0	$0
Taxable Value	$6,575,000	$6,300,000	$6,300,000

Benefits Information				
Benefit	Type	2015	2014	2013

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

Short Legal Description
MIAMI NORTH PB B-41 LOT 3 & 4 BLK 115 LOT SIZE SITE VALUE OR 18715-3009 0299 5

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
09/01/1992	$0	15642-1465	Qual by exam of deed
11/01/1987	$0	00000-00000	Qual by exam of deed
10/01/1987	$2,600,000	13494-2400	2008 and prior year sales; Qual by exam of deed
02/01/1983	$4,900,000	11713-1834	2008 and prior year sales; Qual by exam of deed

The Office of the Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at http://www.miamidade.gov/info/disclaimer.asp

Version:

EXHIBIT A

MEMORANDUM

(Revised)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: December 1, 2015

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 8(F)(2)

Please note any items checked.

_____ **"3-Day Rule" for committees applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Statement of social equity required**

_____ **Ordinance creating a new board requires detailed County Mayor's report for public hearing**

_____ **No committee review**

_____ **Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) to approve**

✓ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(F)(2)
12-1-15

RESOLUTION NO. _____

RESOLUTION APPROVING TERMS OF AND AUTHORIZING EXECUTION BY THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE OF A LEASE AGREEMENT BETWEEN MIAMI-DADE COUNTY AND COURTHOUSE REALTY CORPORATION FOR PREMISES LOCATED AT 22 NW FIRST STREET, MIAMI, FLORIDA, TO BE UTILIZED BY THE CLERK OF COURTS, WITH A TOTAL FISCAL IMPACT TO THE COUNTY ESTIMATED TO BE $48,612,694.50 FOR THE FIVE-YEAR TERM OF THE LEASE AND THREE ADDITIONAL FIVE-YEAR OPTIONAL RENEWAL PERIODS; APPROVING AND AUTHORIZING EXECUTION BY THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE OF A SETTLEMENT AGREEMENT BETWEEN MIAMI-DADE COUNTY AND MR. SALOMON TERNER, THE PREVIOUS LANDLORD OF THE PREMISES, IN THE AMOUNT OF $500,000.00 TO BE PAID TO THE COUNTY; AND AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXERCISE ANY AND ALL RIGHTS CONFERRED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. That this Board incorporates and approves of the foregoing recital and hereby approves the terms of a Lease Agreement between Miami-Dade County and Courthouse Realty Corporation, a Florida for-profit corporation (successor-in-interest to Mr. Solomon Terner), for the premises located at 22 NW First Street, Miami, Florida, to be utilized by the Clerk of Courts, with a total fiscal impact to the County estimated to be $48,612,694.50, for the five-year term of the lease and the three additional five-year renewal option periods, in substantially the form

attached to the accompanying memorandum and made a part hereof; and authorizes the County Mayor or the Mayor's designee to execute same for and on behalf of Miami-Dade County and to exercise any and all rights conferred therein.

Section 2. That this Board hereby approves the Settlement Agreement between Miami-Dade County and Mr. Salomon Terner, in the amount of $500,000.00 to be paid to the County in substantially the form attached to the accompanying memorandum and made a part hereof, to resolve any and all claims and issues between the parties arising from the Lease Agreement approved pursuant to Resolution No. R-351-99; and authorizes the County Mayor or the County Mayor's designee to execute the Settlement Agreement for and on behalf of Miami-Dade County and to exercise any and all rights conferred therein.

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:

Jean Monestime, Chairman
Esteban L. Bovo, Jr., Vice Chairman

Bruno A. Barreiro	Daniella Levine Cava
Jose "Pepe" Diaz	Audrey M. Edmonson
Sally A. Heyman	Barbara J. Jordan
Dennis C. Moss	Rebeca Sosa
Sen. Javier D. Souto	Xavier L. Suarez
Juan C. Zapata	

The Chairperson thereupon declared the resolution duly passed and adopted this 1st day of December, 2015. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency. MRP

Monica Rizo Perez