MEMORANDUM

SPAGO
Agenda Item No. 2(B)

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

DATE: July 12, 2016

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Resolution approving and authorizing the County Mayor to execute Agreement between the Office of New Americans of Miami-Dade and Miami-Dade County; approving terms and authorizing County Mayor's execution of a Lease Agreement for the purpose of promoting naturalization efforts, at an annual rent of $1.00; authorizing in-kind services from the Information Technology Department in an amount not to exceed $1,500.00 for the first year; authorizing similar in-kind services in an annual amount not to exceed $1,500.00 for remaining duration of Lease Agreement subject to annual appropriation; authorizing waiver of fees in connection with Agreement for the use of branch libraries for citizenship clinics in an amount not to exceed $40,000.00 annually

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Daniella Levine Cava.

Abigail Price-Williams
County Attorney

APW/smm

MEMORANDUM

(Revised)

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

DATE: September 7, 2016

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No.

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.

9-7-16

RESOLUTION NO. _____

RESOLUTION APPROVING AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE AGREEMENT BETWEEN THE OFFICE OF NEW AMERICANS OF MIAMI-DADE, A FLORIDA NOT-FOR-PROFIT CORPORATION, AND MIAMI-DADE COUNTY; APPROVING TERMS AND AUTHORIZING COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE'S EXECUTION, PURSUANT TO FLORIDA STATUTE SECTION 125.38, OF LEASE AGREEMENT BETWEEN THE OFFICE OF NEW AMERICANS OF MIAMI-DADE (TENANT) AND MIAMI-DADE COUNTY (LANDLORD) FOR A FIVE-YEAR TERM PLUS AN ADDITIONAL FIVE-YEAR OPTION TO RENEW, FOR THE PURPOSE OF PROMOTING NATURALIZATION EFFORTS, AT AN ANNUAL RENT OF $1.00; AUTHORIZING COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE ANY AMENDMENT, RENEWAL OR EXTENSION OF THE OPERATING AND LEASE AGREEMENTS AND EXERCISE ALL PROVISIONS CONTAINED THEREIN; AUTHORIZING IN-KIND SERVICES FROM THE INFORMATION TECHNOLOGY DEPARTMENT IN CONNECTION WITH FIRST YEAR OF LEASE AGREEMENT IN AN AMOUNT NOT TO EXCEED $1,500.00 TO BE FUNDED FROM THE BALANCE OF THE DEPARTMENT'S FISCAL YEAR 2015-2016 INTERAGENCY FUND; AUTHORIZING SIMILAR IN-KIND SERVICES IN AN ANNUAL AMOUNT NOT TO EXCEED $1,500.00 FOR REMAINING DURATION OF LEASE AGREEMENT SUBJECT TO ANNUAL APPROPRIATION; AUTHORIZING WAIVER OF FEES IN CONNECTION WITH AGREEMENT FOR THE USE OF BRANCH LIBRARIES FOR CITIZENSHIP CLINICS IN AN AMOUNT NOT TO EXCEED $40,000.00 ANNUALLY; AUTHORIZING CHAIR OF THE BOARD OF COUNTY COMMISSIONERS TO APPOINT REPRESENTATIVE FROM OFFICE OF COMMUNITY ADVOCACY AS COUNTY'S NON-VOTING DESIGNEE ON THE OFFICE OF NEW AMERICANS' BOARD OF DIRECTORS

WHEREAS, on June 30, 2015, this Board passed Resolution No. R-595-15 directing the County Mayor to (1) engage in all necessary outreach and coordination for Miami-Dade County to be designated as a participating community of "Cities for Citizenship," a nation-wide collaboration of local governments that was established to promote large-scale naturalization campaigns in metropolitan areas with large immigrant populations, and (2) launch an initiative that will promote increasing the number of legal permanent residents in Miami-Dade County who apply for citizenship ("Citizenship Initiative"); and

WHEREAS, as part of its Fiscal Year 2015-2016 Budget, Miami-Dade County allocated $50,000.00 from the County Mayor's Budget toward this Citizenship Initiative; and

WHEREAS, the Office of New Americans of Miami-Dade ("Office of New Americans") is a not-for-profit corporation organized under the laws of the State of Florida, established to exclusively direct its efforts and resources to promote increasing the number of legal permanent residents in Miami-Dade County who apply for citizenship; and

WHEREAS, this Board desires to provide further support to the County's' Citizenship Initiative by entering into a Lease in substantially the form attached hereto as Exhibit A ("Lease") and a corresponding Agreement in substantially the form attached hereto as Exhibit B ("Agreement") with the Office of New Americans; and

WHEREAS, the Lease would provide the Office of New Americans with approximately 301 rentable square feet of County-owned space at 601 NW 1st Court, specifically Room 1-116 ("Property"), for an initial term of five years with one five-year renewal option at an annual rent of $1.00 for the exclusive purpose of promoting naturalization efforts; and

WHEREAS, the Board finds that, pursuant to Section 125.38 of the Florida Statutes, the Office of New Americans' operations pursuant to the terms of the Lease would promote community interest and welfare; and

WHEREAS, the Board also finds that a substantial hardship would exist in requiring the Office of New Americans to pay market rent for the Property (currently estimated by administration to average at $32.00 per square foot annually) as it is a not-for-profit organization that will be utilizing the Property to partner with Miami-Dade County and assist with the Citizenship Initiative; and

WHEREAS, in order to assist the Office of New Americans with its use of 601 N.W. First Court, Room 1-116, Miami-Dade County shall also provide the Office of New Americans with the following in-kind services in connection with the Lease: (1) the use of two telephones, two personal computers (Citrix Box), and one printer, and (2) maintenance and service of those items, subject to any necessary annual approvals, estimated at approximately $275.00 per year for each Citrix Box, $7.30 per month per telephone for maintenance, $16.00 per telephone line for service, $10.00 per month per data port, for a total annual amount not to exceed $1,500.00; and

WHEREAS, Miami-Dade County shall also partner with the Office of New Americans through a corresponding Agreement whereby the Office of New Americans has agreed to host citizenship clinics at Miami-Dade County public libraries where eligible residents can receive both information on the process to obtain citizenship and also assistance with compiling the necessary documents and completing the necessary paperwork to apply for citizenship; and

WHEREAS, in order to assist with these efforts, this Agreement would allow, subject to authorization by this Board, for the Office of New American to use meeting space at Miami-Dade County branch and regional libraries without charge provided that (1) the meeting space(s) shall be used for the sole purpose of providing citizenship clinics that will promote an increase in the number of legal permanent residents in Miami-Dade County who apply for citizenship and not for any fundraising, press conference, or other media event; (2) the use of meeting space at any branch or regional library shall be for up to four hours no more than once per month; (3) the citizenship clinics will be open to the general public, occur during the library's regular operating hours, and not interfere with normal operation of the library facility and programs; (4) the Miami-Dade County Department of Elections is not using the library, at that time, for the purpose of elections; and

WHEREAS, a waiver of fees for the use of meeting space at regional libraries by not-for-profit organizations or community based organizations under these conditions is already authorized under Implementing Order No. 4-97.

WHEREAS, this Board would like to authorize that any fees for the use of meeting space at branch libraries by the Office of New Americans for it citizenship clinics also be waived, which administration estimates to be an amount that would not exceed $40,000.00 annually; and

WHEREAS, the Agreement also provides for County representation on the Office of New Americans' Board of Directors in the form of one designee from the Office of the County Mayor, who shall be a voting member of the Board, and one designee from the Board of County Commissioners, who shall be a non-voting member of the Board of Directors but with the right to attend and participate in all meetings; and

WHEREAS, this Board hereby authorizes the Chair of the Board of County Commissioners to appoint a representative from the Office of Community Advocacy as the County's non-voting designee on the Office of New Americans' Board of Directors,

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

Section 1. This Board ratifies and adopts the matters set forth in the foregoing recitals.

Section 2. This Board also (1) finds, based upon the foregoing, that the Property is not needed for County purposes, (2) approves the terms of the Lease of the Property in substantially the form attached hereto, pursuant to Section 125.38 of the Florida Statutes, (3) authorizes the County Mayor or County Mayor's designee to enter the Lease in substantially the form attached hereto as Exhibit A and which is incorporated herein by reference, (4) to take all actions necessary to effectuate the Lease, and (5) to exercise any and all rights set forth in the Lease.

Section 3. This Board directs the County Mayor or County Mayor's designee to appoint staff to monitor compliance with the terms of the Lease and to provide a copy of the Lease to the Miami-Dade County Property Appraiser's office.

Section 4. This Board authorizes in-kind services from the Information Technology Department in connection with the first year of the Lease in an amount not to exceed $1,500.00 to be funded from the balance of the Information Technology Department's Interagency Fund for Fiscal Year 2015-16. This Board also authorizes continually providing those same in-kind services for the duration of the Lease subject to annual appropriation.

Section 5. This Board also authorizes the County Mayor or County Mayor's designee to execute the Agreement with the Office of New Americans in substantially the form attached hereto as Exhibit B and which is incorporated herein by reference, to take all actions necessary to effectuate the Agreement, and to exercise any and all rights set forth in the Agreement.

Section 6. In connection with the Agreement, this Board hereby authorizes a waiver of fees for the use by the Office of New Americans of meeting space at Miami-Dade County branch and regional libraries under the terms and conditions set forth in the Agreement in an amount not to exceed $40,000.00 annually.

Section 7. This Board authorizes the Chair of the Board of County Commissioners to appoint a representative from the Office of Community Advocacy as the County's non-voting designee on the Office of New Americans' Board of Directors.

The Prime Sponsor of the foregoing resolution is Commissioner Daniella Levine Cava. It 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 7th day of September, 2016. 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.

Michael B. Valdes

EXHIBIT A

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease"), is being entered into and made effective this ___ day of _____, 2016 ("Effective Date"), between Miami-Dade County, a political subdivision of the State of Florida ("Landlord"), and The Office of New Americans of Miami-Dade, a Florida not-for-profit organization ("Tenant"), by which Landlord does this day lease unto Tenant, and Tenant does hereby lease from Landlord, the real property consisting of approximately three hundred and one (301) rentable square feet of air conditioned space, located at 601 N.W. 1 Court, specifically Room 1-116, Miami, Florida 33136 (Folio No.: 01-3137-034-0010) ("Premises"), for the initial term of five (5) years, so long as Tenant, at all times, remains in compliance with this Lease.

PART I
BASIC LEASE PROVISIONS

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

A. TENANT:	The Office of New Americans of Miami-Dade, a Florida not-for-profit organization.
B. TENANT'S TRADE NAME:	The Office of New Americans of Miami-Dade.
C. FLORIDA LANDLORD:	Miami-Dade County, a political subdivision of the State of Florida.
D. PRESENT NOTICES, RENT PAYMENTS AND MAILING ADDRESS OF LANDLORD:	Internal Services Department Real Estate Development Division 111 N.W. First Street, Suite 2460 Miami, Florida 33128
E. PREMISES, ADDRESS, AND FOLIO NUMBER:	601 N.W. First Court, Miami, Florida 33136 - and specifically Room 1-116, consisting of approximately 301 square feet. Folio Number: 01-3137-034-0010
F. MAILING ADDRESS OF TENANT:	The Office of New Americans of Miami-Dade 2800 Biscayne Blvd., Suite 800 Miami, Florida 33137
G. INITIAL TERM:	Five (5) years.
H. EFFECTIVE DATE:	The "Effective Date" shall be 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 County Commissioners. The date on which this Lease becomes effective as provided herein is called the "Effective Date", and expiring five (5) years thereafter (the "Expiration Date").
I. OPTIONS TO RENEW:	Tenant shall have one (1) five (5) year option to renew this Lease in accordance with the terms contained herein, and such option to renew shall hereinafter be referred to as an "Option Period".
J. ANNUAL BASE RENT:	One ($1.00) Dollar annually
K. RENT SCHEDULE:	The Tenant shall pay the Annual Base Rent without demand, request, deduction, or setoff at the beginning of the first year and all subsequent years, and during the Option Period,
L. RENT COMMENCEMENT DATE:	Commencement of the Rent shall begin on the Effective Date, and then be paid annually by the Tenant, on the first day of each year during the Term of this Lease.
M. FLORIDA SALES TAX:	Tenant shall be responsible for any and all sales tax and any applicable discretionary sales surtax for the Premises
N. OPERATING EXPENSES:	N/A

O. RENT INCREASES:	N/A
P. SECURITY DEPOSIT:	N/A
Q. PERMITTED USE:	Tenant shall utilize the Premises to provide promotion of naturalization services.
S. UTILITIES	Water and Electrical services for the Premises are and shall remain in the name of the Landlord and the associated costs will be included in the Annual Base Rent.

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

STANDARD LEASE PROVISIONS

PART II
TERMS AND CONDITIONS

SECTION 1. DESCRIPTION OF PREMISES: The Landlord hereby leases to Tenant, and the Tenant hereby rents from the Landlord the following:

601 N.W. First Court, Miami, Florida 33136 – and specifically Room 1-116, consisting of approximately 301 square feet ("Premises"). The Premises is depicted on the attached diagram, marked Exhibit "A," which is incorporated herein by reference.

Landlord and Tenant agree that the foregoing square footage is only an approximation of size, as the Premises has not been duly measured by the Landlord. Further, the Tenant is fully aware of the size of the Premises and has determined that it is sufficiently suited for its intended purposes.

Notwithstanding anything to the contrary contained herein, the Premises has been inspected by the Tenant who accepts the Premises in its "AS IS" and "WHERE IS" condition, with any and all faults, and who understands and agrees that the Landlord does not offer any implied or expressed warranties as to the condition of the Premises and/or whether it is fit for any particular purpose.

Further, the Landlord and Tenant have performed a pre-occupancy inspection of the Premises, and have identified the Landlord's personal property, including furniture, fixtures, and equipment belonging to the Landlord in the Premises. As a result, the Landlord has created an inventory of the Landlord's personal property in the Premises, which personal property is in good condition, as of the Effective Date. The Tenant hereby agrees to return to the Landlord all of the Landlord's personal property, in good condition, wear and tear excepted, upon the expiration or early termination of this Lease. The Landlord's inventory of personal property is attached to this Lease, marked as "Exhibit A", and is incorporated herein by reference.

Further, Landlord and Tenant hereby acknowledge and agree that there is no parking associated with the leasing of the Premises.

SECTION 2. RENT: Tenant shall lease the Premises for the Annual Base Rent, agreed upon in the amount of One Dollar ($1.00) annually, payable in advance, beginning on the Effective Date. Annual Base Rent shall be referred to herein as Rent. Rent shall include, collectively, all normal building costs including the following items payable or to become payable under the Terms of this Lease: Base Rental, Rental Adjustment, and Operating Expense Payment. At all times after the date hereof, the Tenant shall be governed by and subject to all provisions, covenants and conditions of this Lease requiring the payment of the Rent and other charges, which shall be paid by Tenant.

Tenant shall pay the initial payment of Rent on the Effective Date. Afterwards, the Tenant hereby agrees that it shall remit to Landlord all payments for Rent on or before the first day of each year, throughout the Term, and during the Option Period, without demand, at the mailing address of the Landlord listed in the Basic Lease Provisions outlined herein on page one (1), or at such other place and to such other person, as Landlord may from time to time designate in writing.

It is the intention of Tenant and Landlord that the obligations of Tenant shall be separate and independent covenants and agreements, and that the 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 the Tenant shall continue unaffected, unless the requirement to pay or perform shall have been terminated pursuant to the express provisions of this Lease. Rent, and all other sums payable by the 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. Except as otherwise expressly provided in this Lease, Tenant agrees that it shall not take any action to terminate, rescind or avoid this Lease. Tenant waives all rights which are not expressly stated herein to quit, terminate or surrender this Lease, or any of the Premises, to any setoff, counterclaim, recoupment, abatement, suspension, deferment, diminution, deduction, reduction to Rent or any other sums payable under this Lease, except as specifically set forth in this Lease.

SECTION 3. TERM: The term of this Lease shall commence on the Effective Date, and Landlord and Tenant agree that this Lease is scheduled to terminate five (5) years thereafter (hereinafter "Termination Date"). After the Effective Date, the Landlord shall send the Tenant a Letter of commencement, identifying both the Effective Date, and the Termination Date of this Lease.

This Lease shall terminate on the Termination Date, or at the end of any extension or renewal thereof, without the necessity of any notice from either the Landlord or the Tenant to terminate the same, and Tenant hereby waives notice to vacate or quit the Premises and agrees that Landlord shall be entitled the benefit of all provisions of law with respect to the summary recovery of possession of the Premises from a Tenant holding over to the same extent as if statutory notice had been given. Tenant hereby agrees that if it fails to surrender the Premises at the end of the term, or any renewal thereof, Tenant will be liable to Landlord for any and all damages which Landlord shall suffer by reason thereof, and Tenant will indemnify Landlord against all claims and demands made by any succeeding Tenants and/or developers against Landlord founded upon delay by Landlord in delivering possession of the Premises to such succeeding Tenant and/or developer.

If Tenant shall be in possession of the Premises after the Termination Date, then, in accordance with Section 5, Holdover, in the absence of any agreement extending the term hereof, the tenancy under this Lease shall be deemed to be in holdover, and on a month-to-month tenancy, terminable by either party on thirty (30) days prior written notice. Such month-to-month tenancy shall be subject to all of the covenants, conditions, provisions, restrictions and obligations of this Lease.

SECTION 4. OPTION TO RENEW: Provided this Lease is not otherwise in default and subject to the provisions hereinafter set forth, the Tenant has the option to extend the Term of this Lease for one (1) additional five (5) year renewal period, on the same terms, conditions, and provisions as contained in this Lease, by giving the Landlord at least ninety (90) days written notice prior to the expiration of the Term. In the event of the Tenant elects to renew this Lease, the Rent shall continue at One ($1.00) Dollar annually during the Option Period.

SECTION 5. HOLDOVER: In the event the Tenant remains in possession of the Premises after the termination date, including the optional renewal term, or the earlier termination of this Lease, and without the Landlord's prior written consent for any renewal of this Lease, the Tenant shall be deemed to be in holdover, and on a month-to-month tenancy, subject to all of the conditions of this Lease except for the amount, and the payment of Rent. The parties agree that the damage to the Landlord resulting from any failure by the Tenant to timely surrender possession of the Premises will be substantial, will exceed the amount of the Rent payable under this Lease, and will be impossible to measure accurately. The Tenant, therefore, acknowledges and hereby agrees that if possession of the Premises is not surrendered to the Landlord upon the Termination Date, or earlier termination of this Lease, in addition to any rights or remedies the Landlord may have under this Lease, or at law, or in equity, the Tenant shall pay to the Landlord, for each month, and for each portion of any month during which the Tenant is in holdover, a sum equal to one hundred (100 %) percent of the Rent that was previously in place, as solely determined by the

Landlord. Nothing herein shall be deemed to permit the Tenant to retain possession of the Premises after the termination date, or the earlier termination of this Lease. Further, the Tenant also agrees that as a result of any holdover, the Tenant shall defend, indemnify, and hold the Landlord harmless from and against any and all claims, suits, actions liabilities, losses, costs and expenses of any kind suffered by the Landlord, as a result of the Tenant holding over. This paragraph shall survive the termination date, or early termination of this Lease.

SECTION 6. OPERATING EXPENSES: Operating Expenses associated with operating and maintaining the overall property where the Premises is located will be included in the Rent.

SECTION 7. PERMITTED USE: It is hereby understood and agreed that the Premises is to be utilized by the Tenant to promote naturalization services, and for no other purpose whatsoever. Any violation of the agreed use, or any type of disturbance or interference with any other adjacent or nearby landowner, or tenant, including any business and/or governmental entity, will be a violation of this Lease. Any violation related to the public use of the Premises, as described herein, will be grounds for termination of this Lease, and the Premises will transfer back to the Landlord, pursuant to Florida Statutes §125.38 and Miami-Dade County Resolution No.: R-461-13. Further, the Landlord shall retain the right at its sole option to terminate this Lease, or to pursue any other remedy at law or equity. Tenant shall indemnify Landlord for any losses, damages, and/or injury caused to any adjacent or nearby building owner, or occupier of land, relating to Tenant's violation of this Permitted Use clause.

Tenant shall cause its business to be conducted and operated in such a manner as to ensure that such operation is in compliance with any and all laws, ordinances, rules and/or regulations, of all federal, state and local governmental agencies. Hours of Operation are strictly Monday through Friday, from 8:00 AM to 5:00 PM. Should Tenant elect to utilize the Premises before 8:00 AM and after 5:00 PM or on the weekends, then the Tenant shall first request permission from the Landlord and then shall be responsible for the associated cost in accordance with the budget for the overall property, as found in the Landlord's budget book.

SECTION 8. ASSIGNMENT-SUBLEASING: Except as expressly provided herein, Tenant shall neither mortgage, pledge, encumber, nor assign this Lease, nor sublet this Lease (which term, without limitation, shall include the granting of concessions, licenses, and the like) the Premises, or any part thereof, without the 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 a personal guarantee from the principals of the assignee, or sub-lessee that it shall perform the obligations of the Tenant, to the satisfaction of the Landlord, and the Landlord shall receive one hundred (100%) percent 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 the event Tenant is a corporation, partnership, limited liability company or other entity, any transfer of ownership and/or controlling interest in such entity shall be a default under the Lease. Tenant shall disclose all beneficial owners of the business to be conducted in the Premises to Landlord prior to execution of the Lease. Any change of ownership of the Tenant's business shall be immediately brought to the attention of the Landlord. In any case whereby Landlord shall consent to such proposed assignment or subletting, Tenant named hereunder shall remain fully liable for the obligations of Tenant hereunder, including, without limitation, the obligation to pay 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 and obligations contained herein. Further, the Tenant acknowledges and hereby agrees that any assignment and/or sublease must be to a governmental and/or a non-profit entity, and meeting the requirements of §125.38, Florida Statutes, whereas, the use of the property shall be consistent with its mission and in support of the community interest and welfare, purposes for which it shall be organized.

SECTION 9. TENANT'S RESPONSIBILITIES; PERSONAL PROPERTY: Tenant agrees to use and occupy the Premises at its own risk; and that, except for the gross negligence or willful misconduct of Landlord and/or Landlord's employees, vendors, contractors and/or agents, Landlord shall have no responsibility or liability for any loss of or damage to Tenant, Tenant's leasehold improvements or to equipment, fixtures, or to the personal property of Tenant, or those claiming by, through or under Tenant. Further, the Landlord, any employee, vendor, contractor and/or agent of Landlord, shall not be liable for any and all damage to any of the Tenant's property arising from the bursting or leaking of water or sewer pipes or roofing, or from any act or

omission of any co-tenant or other occupant of the building, if any, or of any other person whomsoever, unless arising from the gross negligence or willful misconduct of Landlord and/or Landlord's employees, contractors, vendors, and/or agents. The provisions of this Section shall apply during the whole of the Term hereof, including the optional renewal period.

SECTION 10. COMPLIANCE WITH LAWS; GOVERNMENTAL APPROVALS: Tenant shall promptly comply with any and all statutes, ordinances, rules, orders, regulations and requirements of any applicable federal, state, county, and city government, if applicable, and of any and all governmental agencies, departments, and bureaus including any taxing authority and/or utility; and the Tenant 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 Tenant's own cost and expense. If any third party, including, but not limited to, utility companies, municipalities and contractors, cause damage to the Premises, the Tenant shall be responsible, at its sole cost and expense, for the repair of such damages.

TENANT SHALL BE RESPONSIBLE FOR PROMPTLY OBTAINING ANY PERMIT, LICENSE, SERVICE, ARCHITECTURAL PLANS AND/OR CERTIFICATES OF OCCUPANCY NECESSARY FOR CONSTRUCTION AND/OR OPERATION OF THE PREMISES. LANDLORD MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING TENANT'S PROPOSED USE AND THE GOVERNMENTAL APPROVALS NECESSARY THEREFORE.

SECTION 11. SOVEREIGN PREROGATIVES: It is expressly understood that notwithstanding any provision of this Lease and the Landlord's status thereunder:

The Landlord retains all of its sovereign prerogatives and rights and regulatory authority as a county under Florida laws and shall in no way be estopped from withholding or refusing to issue any approvals of applications for building, zoning, planning or development under present or future laws and regulations of whatever nature applicable to the planning, design, construction and development of the Premises or the operation thereof, or be liable for the same; and the Landlord shall not by virtue of this Lease be obligated to grant the Tenant any approvals of applications for building, zoning, planning or development under present or future laws and ordinances of whatever nature applicable to the planning, design, improvement, repair, restoration, construction, and/or operation of the Premises.

<u>No Liability for Exercise of Police Power</u>
Notwithstanding and prevailing over any contrary provision in this Lease, or any Landlord covenant or obligation that may be contained in this Lease, or any implied or perceived duty or obligation including but not limited to the following:

(a) To cooperate with, or provide good faith, diligent, reasonable or other similar efforts to assist the Tenant, regardless of the purpose required for such cooperation;

(b) To execute documents or give approvals, regardless of the purpose required for such execution or approvals;

(c) To apply for or assist the Tenant in applying for any county, city or third party permit or needed approval; or

(d) To contest, defend against, or assist the Tenant in contesting or defending against any challenge of any nature;

shall not bind Miami-Dade County Board of County Commissioners, or the Landlord's Regulatory and Economic Resources Department, or any division thereof, or any other county, city, federal or state department or authority, committee or agency to grant or leave in effect any zoning changes, variances, permits, waivers, contract amendments, or any other approvals that may be granted, withheld or revoked in the discretion of the Landlord or any other applicable governmental agencies in the exercise of its police power; and the Landlord shall be released and held harmless, by the Tenant from and against any liability, responsibility, claims, consequential or other damages, or losses to the Tenant or to any third parties resulting from denial, withholding or revocation (in whole or in part) of any zoning or other changes, variances, permits, waivers, amendments, or approvals of any kind or nature whatsoever. Without limiting the foregoing, the parties recognize that the approval of any building permit and/or certificate of occupancy will require the Landlord to exercise its quasi-judicial or police powers. Notwithstanding any other provision of this Lease, the Landlord shall have no obligation to approve, in whole or in part, any application for any type of permit, license, zoning or any other type of matter requiring government approval or waiver. The Landlord's obligation to use reasonable good faith efforts in the permitting of the use of Premises shall not extend to any exercise of quasi-judicial or police powers, and shall be limited solely to ministerial actions, including the timely acceptance and processing of any requests or

inquiries by Tenant as authorized by this Lease. Moreover, in no event shall a failure of the Landlord to adopt any of the Tenant's request or application for any type of permit, license, zoning or any other type of matter requiring government approval or waiver be construed a breach or default of this Lease.

SECTION 12. ABANDONMENT: If Tenant shall fail to occupy, 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 thirty (30) days (or such longer period upon prior written permission of Landlord), or shall suffer the Rent to be in arrears, Landlord may, at its option, forthwith cancel this Lease and/or enter the Premises as the agent of Tenant, without being liable in any way therefore, and re-let the Premises with or without any furniture that may be therein, as the agent of Tenant, at such price and upon such terms and for such duration of time as Landlord may determine, and receive the Rent therefore (without any compensation to Tenant) applying the same to the payment of Rent due by this Lease, and if the full Rent shall not be realized by Landlord over and above the expenses to Landlord in such re-letting, the said Tenant shall pay any deficiency. Landlord shall not be liable to Tenant in the event of any excess. Notwithstanding Tenant's abandonment or Landlord's acceptance thereof, Tenant shall be responsible to satisfy any and all covenants and obligations due to Landlord under the Terms of this Lease.

SECTION 13. COLLECTION AND LANDLORD'S EXPENSES: The parties hereby agree to pay for their own costs of collections, attorneys' fees, and other disbursements incurred by either party in the event of any breach of this Lease. This provision shall apply to all trial and appellate proceedings and any other efforts by either party to enforce their rights regarding this Lease, including any bankruptcy, receivership, or other insolvency proceeding or negotiation.

In addition to the foregoing, the Tenant agrees: (a) to indemnify and save Landlord harmless from and against all reasonable expenses which Landlord may incur by reason of a termination of this Lease and the cost of putting the Premises in good order to prepare the same for rental to other tenants; and (b) that Landlord may (i) re-let the Premises, or any portion thereof, either in the name of Landlord or otherwise for a period which may, at Landlord's option, be less than or exceed the period which would otherwise have constituted the balance of the Term, and (ii) grant concessions of free rent. The failure of Landlord to re-let the Premises or any portion thereof shall not release or affect Tenant's liability for damages. Any suit brought to collect the amount of deficiency for the Term, or any portion thereof, shall not prejudice in any way the right of Landlord to collect any deficiency for any subsequent sum or amount by a similar proceeding. Landlord may make such alterations, repairs, replacements and decorations to the Premises as Landlord, in Landlord's sole judgment, considers advisable or necessary for the purpose of re-letting the Premises, and the making of such alterations, repairs, replacements or decorations shall not operate or be construed to release Tenant from liability hereunder. Landlord shall not be liable for failure to re-let the Premises, or, if the Premises are re-let, for failure to collect the rent due under such re-letting, but will nonetheless use commercially reasonable good faith efforts to mitigate damages.

SECTION 14. UTILITIES: Landlord shall be responsible for all standard charges for electricity (for existing appliances and illumination). The Tenant shall be responsible for the installation, maintenance, and cost associated with the telephone, and any other utilities (except electricity) such as cable television, which is used or consumed in and about the Premises, and for all licenses and permits for the same.

SECTION 15. SECURITY INTEREST; LANDLORD'S LIEN: Tenant hereby pledges and assigns to Landlord all the furniture, fixtures, equipment, goods and chattels belonging to the Tenant (collectively "FFE"), which shall or may be brought or put on the Premises as security for the payment of the Rent, and/or other charges. Tenant hereby grants to Landlord a lien in such FFE, and agrees that the said lien may be enforced by distress (and Tenant waives all rights to require Landlord to post bond), foreclosure or otherwise at the election of the Landlord. TENANT HEREBY GRANTS TO LANDLORD THE RIGHT TO FILE A UNIFORM COMMERCIAL CODE ("UCC") FINANCING STATEMENT THAT CONFIRMS THE LANDLORD'S SECURITY INTEREST AND LIEN IN SUCH FFE AS COLLATERAL FOR TENANT'S OBLIGATIONS HEREUNDER. IN FURTHERANCE OF THE FOREGOING, TENANT ACKNOWLEDGES AND AGREES THAT LANDLORD HAS THE FOREGOING LIEN ON ITS FURNITURE, FIXTURES, EQUIPMENT, GOODS AND CHATTELS OF THE TENANT PURSUANT TO THIS SECTION OF THIS LEASE AND IN ACCORDANCE WITH FLORIDA STATUTES §83.08. IN ORDER TO ENFORCE SAID LIEN, LANDLORD, OR LANDLORD'S AGENTS, SHALL HAVE THE RIGHT TO ENTER THE PREMISES TO SECURE AND/OR REMOVE THE AFOREMENTIONED

PROPERTY, WITHOUT BEING LIABLE FOR ANY PROSECUTION THEREFORE OR DAMAGES THEREFROM FOR TRESPASS OR OTHERWISE. TENANT SHALL NOT ASSIGN, PLEDGE OR ENCUMBER THE FFE WITHOUT LANDLORD'S PRIOR WRITTEN CONSENT. TENANT SHALL NOT ENTER INTO ANY AGREEMENTS, INCLUDING, BUT NOT LIMITED TO FINANCE AGREEMENTS OR SECURITY AGREEMENTS, WHICH PLEDGE THE FFE AS COLLATERAL. TENANT SHALL NOT ALLOW ANY THIRD PARTIES TO FILE OR RECORD UCC FINANCING STATEMENTS THAT PLEDGE THE FFE AS COLLATERAL. IF A THIRD PARTY FILES OR RECORDS SUCH A UCC FINANCING STATEMENT FOR ANY REASON WHATSOEVER. THEN TENANT SHALL, AT ITS SOLE COST AND EXPENSE, CAUSE SUCH UCC FINANCING STATEMENT TO BE TERMINATED WITHIN FIVE (5) DAYS AFTER THE FILING OR RECORDING THEREOF, AND PROVIDE WRITTEN EVIDENCE THEREOF TO LANDLORD WITHIN SUCH FIVE (5) DAY PERIOD. IF TENANT SHALL FAIL TO CAUSE SUCH UCC FINANCING STATEMENT TO BE TERMINATED AND PROVIDE WRITTEN EVIDENCE THEREOF TO LANDLORD, WITHIN SUCH FIVE (5) DAY PERIOD, LANDLORD, IN ADDITION TO ANY OTHER RIGHTS AND REMEDIES PROVIDED HEREIN, SHALL HAVE THE RIGHT TO TERMINATE THIS LEASE IMMEDIATELY. THE OBLIGATIONS IN THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLY TERMINATION OF THIS LEASE.

SECTION 16. LANDLORD'S ACCESS: Landlord, and/or its employees and/or agents, shall have the right to enter the Premises during all reasonable hours, and with reasonable prior 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, and to make certain that the Premises is being used in accordance with this Lease, 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. In the event of an emergency, the Landlord, and/or its employees and/or agents, shall have the right to immediately gain entry into the Premises without any prior notice and/or warning to the Tenant.

SECTION 17. CONDITION OF PREMISES: Tenant hereby accepts the Premises in the condition that the Premises is in as of the Effective Date on an "AS IS" "WHERE IS" basis without warranty of any nature, with any and all faults, including without any warranty of use, without any warranty of habitability, and without any obligation on the Landlord's part to perform any work with respect to improving the Premises. The Landlord expressly refuses to extend and specifically denies any implied warranty as to the condition of the Premises, or any structure or building thereon. Except as otherwise specifically set forth herein, Tenant acknowledges and agrees that the Landlord has made no warranties or representations as to the condition of the Premises. Tenant further acknowledges that 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 cost and expense, shall be responsible for all improvements, including, but not limited to the installation of any and all phone lines and conduit for phone lines as well as cable utility lines, and Information Technology (IT) system for its own use, in and to the Premises.

Landlord and Tenant further agree that the Tenant shall be solely responsible for obtaining, securing and/or maintaining any and all permits and licenses, including, but not limited to, building permit(s) and occupancy license(s). Tenant agrees to be solely responsible for the cost to obtain any type of permit(s) and/or license(s) for the Premises.

SECTION 18. MAINTENANCE AND REPAIR: Tenant agrees to maintain and keep in good repair, condition, and appearance, during the Term of this Lease, or any extension or renewal thereof, at its sole cost and expense, the Premises, including any item or property in need of maintenance, restoration, and/or repair within the four (4) walls of the Premises. Tenant shall be responsible for keeping the Premises safe and free of any health hazard.

In regards to the general maintenance and occupancy of the Premises, Tenant will, at its expense: (a) maintain the Premises in a clean, orderly and sanitary condition and free of insects, rodents, vermin and other pests; (b) keep any garbage, trash, rubbish and/or other refuse in safe containers that do not encourage the existence of vermin; (c) keep all mechanical equipment apparatus free of vibration and noise which may be transmitted beyond the Premises and/or which could disturb adjacent landowners, and/or tenants; (d) prevent any objectionable odors to emanate or to be dispelled from the Premises; (e) comply with and observe all rules and regulations established by the Landlord from time to

time with regard to the Premises; and (f) conduct its operation in all respects in a dignified manner in accordance with the high standards of other similar organizations.

Landlord hereby agrees to regularly perform industrial cleaning of the Premises, which is limited to emptying trash receptacles, dusting, vacuuming, and cleaning windows. Further, Landlord also agrees to be responsible for pest control.

Tenant acknowledges and agrees in accordance with Section 19 of this Lease below, that it is permitted to improve the Premises, at its sole cost and expenses, by making certain improvements, and thereafter maintain and repair the Premises consistent with such improvements, so long as the Tenant first secures the Landlord's written consent to make such improvements. Upon completion of any such improvements, the Tenant shall properly maintain and repair such improvements throughout the Term. Upon return of the Premises to the Landlord, any and all such improvements shall become the sole property of the Landlord, without any compensation to the Tenant, excepting only reasonable wear and tear arising from the use thereof under this Lease.

Additionally, Tenant accepts all furniture, fixtures, and equipment in the condition they have been delivered with the Premises, with no representation or warranties from the Landlord. In addition to the foregoing, Tenant, at its sole cost and expense, shall do the following, including, but not limited to, maintaining the interior of the Premises including the walls, light fixtures, cabinets, appliances, hardware, flooring, windows, doors, and frames.

Any damage or injury sustained by any person because of mechanical, electrical, plumbing or due to any other equipment or installation failure, which maintenance, improvement, and/or restoration, or repair is the responsibility of Tenant, shall be paid for by Tenant, and Tenant shall indemnify and hold Landlord harmless from and against all claims, actions, damages and liability in connection therewith, including, but not limited to attorneys' fees, other professional fees, and any other cost which Landlord may reasonably incur. Landlord, through its Building Manager shall perform any and all common area maintenance or repairs as needed. Such request should be reported to the Building Manager's Office immediately or within twenty four (24) hours.

SECTION 19. TENANT IMPROVEMENTS; INSTALLATION BY TENANT: Tenant, at its sole cost and expense, may make such improvements to the Premises that it shall deem reasonably necessary to place the Premises in such a state or condition that the Tenant may use it for the purposes described in this Lease, so long as such improvements are first approved by the Landlord in writing.

Tenant understands and agrees to procure any and all construction and electrical, as well as other trade services in strict compliance with §255.20, Florida Statutes.

Prior to commencing any improvements, including construction, restoration, and/or repair to the Premises, including the purchase of supplies and/or materials from materialmen and suppliers, and/or before recommencing any such work or repair after a default or abandonment, Tenant shall obtain and deliver to the Landlord, at its sole cost and expense, a payment and performance bond, or such other alternate form of security, each which meet the requirements, as applicable, of §255.05, Florida Statutes, as set forth below, not less than ten (10) days prior to the anticipated purchase of supplies and/or materials for commencement of the improvement work, including, construction, restoration, and/or repairs. Said payment and performance bond(s) shall name the Landlord as an additional payee and obligee, the form of such bonds shall be as provided by §255.05, Florida Statutes and each shall be in the amount of the entire cost of the improvement work regardless of the source of funding. The Tenant shall be responsible for recording the bonds in the public records of Miami-Dade County, Florida, and providing notice to subcontractors and suppliers, as required by §255.05 of the Florida Statutes. Said payment and performance bonds shall be maintained in full force and effect for the duration of any construction and/or repair project. However, the foregoing requirement of securing a performance bond shall not be required when such contract for any improvements is estimated, in accordance with generally accepted cost-accounting principles, to have a cost of less than $25,000.

Prior to commencing any improvements to the Premises, the Tenant must deliver all plans, specifications and scheduling for any construction, repair, or other improvements, at its sole cost and expense, to the Landlord, and specifically to the Director of the Internal Services Department, for written approval at least thirty (30) days before the commencement of any work.

Further, the Tenant shall not commence construction of any improvements upon the Premises unless and until it has secured, and has on-hand, sufficient funds or resources to complete the improvement project.

TENANT HEREBY AGREES THAT IT SHALL NOT MAKE, OR CAUSE TO BE MADE, WITHOUT LANDLORD'S PRIOR WRITTEN APPROVAL, ANY CONSTRUCTION, ALTERATION, ADDITIONS, AND/OR STRUCTURAL MODIFICATIONS TO THE PREMISES.

Tenant acknowledges and agrees that the Landlord shall review and approve all of the Tenant's plans, including but not limited to architectural plans, to facilitate any construction, alterations, additions, and/or structural improvements of the Premises. Landlord, and/or its employees and/or agents, shall have the right to enter the Premises during all reasonable hours, in coordination with Tenant, to examine the construction, alterations, additions, and/or structural improvements of the Premises, as may be underway. Tenant covenants and agrees to obtain all necessary permits and approvals as required by the Landlord's Internal Services Department, Regulatory and Economic Resources Department, the State of Florida, local Fire Department and any local municipality, as applicable, and that all alterations and improvements shall be in conformance with all applicable laws. All additions, fixtures, or improvements shall be and remain part of the Premises at the expiration of this Lease or any extension thereof. Upon completion of any construction, alterations, additions, and/or structural improvements, the Tenant shall promptly deliver a copy of its Certificate of Occupancy to the Landlord, and in no event later than ten (10) days following Tenant's receipt thereof. If Tenant undertakes any material modifications to the Premises, it must provide Landlord with copies of the final architectural plans, and Certificate of Occupancy for the Landlord's records.

All work in the Premises will be performed in a good and 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 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 and/or repairs to the Premises. Tenant's work shall be performed without interference and disruption to Landlord, or any adjacent landowner or occupier of space.

Tenant shall promptly pay all persons or entities furnishing labor and material with respect to any work performed by Tenant or its contractor on or about the Premises, and shall obtain and deliver to Landlord "releases" or "waivers of liens" from all parties doing work on or about the Premises, along with an affidavit from Tenant stating that all bills have been paid with regard to such work and that there are no outstanding obligations owed with respect to any such work performed on the Premises.

Landlord shall have no obligation, financial, regulatory or otherwise, for any and/or all activities necessary to construct, maintain or repair Tenant's improvements, or for Tenant's operations within or about the Premises during the Term of this Lease.

Tenant acknowledges and agrees should it make any improvements to the Premises, and as a result of such improvements it is determined by the Landlord and/or a governmental entity that further improvements to the Premises are necessary in order to comply with the American with Disabilities Act (and related state and local laws and regulations), then the Tenant shall be solely responsible for making such improvements to ensure that the Premises complies with the American with Disabilities Act, along with any and all amendments, and/or additions, as well as with any and all Florida accessibility requirements, including, but not limited to, the Florida Americans with Disability Accessibility Implementation Act, including §553.501-553.513, Florida Statutes, and shall immediately bring the physical components of the Premises into compliance.

If Tenant's construction or repair activities or other actions relative to the Premises result in the introduction of hazardous materials or contamination of the soil or ground water, then the Tenant agrees to: (1) immediately notify the Landlord of any contamination, claim of contamination or damage, (2) after consultation and with the approval of the Landlord, to clean up the contamination in full compliance with all applicable statutes, regulations and standards, and (3) to indemnify, defend and hold the Landlord harmless from and against any claim, suits, causes of action, costs and fees, including any and all attorneys' fees arising from or connected with such contamination, claim of contamination or damage.

All leasehold improvements installed on or about the Premises at any time, whether by or on behalf of the

Tenant or by or on behalf of Landlord, shall not be removed from the Premises at any time, unless removal is consented to in advance, in writing, by Landlord; and at the expiration of this Lease (either on the termination date, or any extension or renewal thereof, or upon such earlier termination or cancellation as provided for in this Lease), all such leasehold improvements (fixtures) shall be deemed to be part of the Premises, and shall not be removed by Tenant when it vacates the Premises, and title thereto shall vest solely in the Landlord without payment of any kind or nature to Tenant.

Should the Tenant bring and/or add any additional furniture and/or equipment to the Premises, which personal property can be removed without damage to the Premises, such shall remain the Tenant's property and may be removed from the Premises, in accordance with the terms and conditions of this Lease, upon the expiration date.

Notwithstanding the foregoing, the Landlord hereby reserves the right to make any and all improvements to the Premises, and charge the Tenant for all such work in making such improvements.

SECTION 20. LANDLORD NOT RESPONSIBLE FOR ACTS OF OTHERS: Landlord shall not be responsible or liable to Tenant, or to those claiming by, through or under Tenant, for any loss or damage which may be occasioned by or through the acts or omissions of persons coming onto the Premises, including but not limited to invitees, trespassers, and/or licensees for any loss or damage resulting to Tenant, or those claiming by, through or under Tenant, for themselves and/or their personal property, from any actions or activity by such person(s), including, but not limited to, such actions or activity which is the direct or indirect cause of any lack of security, insufficient safety measures, failure to provide adequate or sufficient warnings, precautions, and/or inadequate protection to the Premises, the Tenant, or anyone claiming by, through or under the Tenant. To the maximum extent permitted by law, the Tenant agrees to use and occupy the Premises at Tenant's own risk. Tenant shall secure, maintain and utilize security personnel, at its sole cost and expense, as it deems necessary to protect the Tenant, its guests, employees, licensees, and/or the Premises.

Landlord shall not be responsible or liable to Tenant, or to those claiming by, through or under Tenant, for any loss or damage which may be occasioned or caused by any actions or inactions which is the direct or indirect cause of any breaking, bursting, stoppage or leaking of water, gas, sewer, electrical, telephone or other utility pipes and/or lines and/or the effects or results from failed, down, broken or damaged cable and/or wires. To the maximum extent permitted by law, Tenant agrees to use and occupy the Premises at Tenant's own risk.

SECTION 21. BANKRUPTCY: If Tenant shall become a debtor under the bankruptcy code then, to the extent that the bankruptcy code may be applicable or affect the provisions of this Lease, the following provisions shall also be applicable. If the trustee or debtor-in-possession shall fail to elect to assume this Lease within sixty (60) days after the filing of the petition (or such other minimum time as required by any applicable law), this Lease shall, at Landlord's option, be deemed to have been rejected and Landlord shall be thereafter immediately entitled to possession of the Premises and this Lease shall be terminated subject to and in accordance with the provisions of this Lease and of law (including such provisions for damages and acceleration). No election to assume (and, if applicable, to assign) this Lease by the trustee or debtor-in-possession shall be permitted or effective unless:

(i) all defaults of Tenant shall have been cured and Landlord shall have been provided with adequate assurances reasonably satisfactory to Landlord, including:

(a) any reasonably required guaranties and/or security deposits, and

(b) any other reasonably required assurances that there will continue to be sufficient funds and personnel available to professionally staff and operate the Premises in strict compliance with all provisions of this Lease.

(ii) neither such assumption nor the operation of the Premises subsequent thereto shall, in Landlord's judgment, cause or result in any breach or other violation of any provision of this or any applicable lease, mortgage or other contract.

(iii) the assumption and, if applicable, the assignment of this Lease, has been ratified and approved by order of such court or courts as have final jurisdiction over the bankruptcy code and the case.

(iv) the assignment must be to a governmental entity or to a not-for-profit entity in accordance with §125.38, Florida Statutes.

No assignment of this Lease by the trustee or debtor-in-possession shall be permitted or effective unless the proposed assignee likewise shall have satisfied (i), (ii), (iii), and (iv) of the preceding paragraph and any such assignment, shall, without limitation, be subject to

the provisions of this Section. When pursuant to the bankruptcy code the trustee or debtor-in-possession is obligated to pay reasonable use and occupancy charges; such charges shall not be less than the Rent, along with other charges specified in this Lease to be payable by Tenant. Neither Tenant's interest or estate in the Premises herein or created hereby, nor any lesser interest or estate of Tenant, shall pass to anyone under any law of any state or jurisdiction without the prior written consent of the Landlord. In no event shall this Lease, if the Term hereof has expired or has been terminated in accordance with the provisions of this Lease, be revived, and no stay or other proceedings shall nullify, postpone or otherwise affect the expiration or earlier termination of the Term of this Lease pursuant to the provisions of this Section or prevent Landlord from regaining possession of the Premises thereupon in the event of a bankruptcy. Notwithstanding the foregoing, Landlord may elect to accept Rent from a receiver, trustee, or other judicial officer during the Term of their occupancy in their fiduciary capacity without affecting Landlord's rights as contained in this Lease, but no receiver, trustee or other judicial officer shall ever have any right, title, or interest in or to the above described property by virtue of this Lease. Landlord shall also be granted immediate relief from any applicable automatic stay to seek eviction or other remedies or shall likewise be entitled to obtain an order authorizing a rejection of the Lease at Landlord's option which may limit Tenant from maintaining possession of the Premises, notwithstanding the institution of bankruptcy. In the event Landlord is required to exercise any rights under this Section, Tenant agrees to immediately consent to any and all of the relief requested by Landlord.

SECTION 22. ACCORD AND SATISFACTION: 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, nor 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.

SECTION 23. BINDING TERMS: This Lease shall bind Landlord and Tenant and their respective assigns or successors, personal representatives, 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 any assignment by Tenant, but as a reference only to those instances in which Landlord has given written consent to a particular assignment.

SECTION 24. 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 25. NOTICE: All notices by the Landlord or the Tenant, to the other party, shall be delivered by either hand delivery, or by a nationally recognized courier, such as FedEx or DHL, or by the United States Postal Service, sent Certified Mail, return receipt requested, postage prepaid, and addressed to the party as follows:

To Landlord: Internal Services Department
Real Estate Development Division
111 N.W. First Street, Suite 2460
Miami, Florida 33128
Attention: Director

with copy to: Miami-Dade County Attorney's Office
111 N. W. First Street, 28th Floor
Miami, Florida 33128

To Tenant: The Office of New Americans of Miami-Dade
2800 Biscayne Blvd., Suite 800
Miami, Florida 33137

or to such other address as either party may designate in writing from time to time. If notice is delivered by hand, and signed by the recipient, the notice shall be deemed served on the date of such delivery. If notice is sent by courier, or by Certified Mail, then notice shall be deemed served three (3) business days after the date the notice was given to the courier or deposited in a United States Post Office receptacle.

SECTION 26. NUISANCE AND WASTE: Tenant shall not commit any waste upon the Premises or any nuisance or other act or thing which may adversely affect Landlord's fee interest 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 other tenants in the building. These 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 which may be a nuisance, annoyance, inconvenience, or damage to other tenants in the building, 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 signage outside the Premises or any odors (e.g., smoking) from visitors of Tenant.

SECTION 27. 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 28. INDEMNIFICATION AND INSURANCE: Tenant shall indemnify and hold harmless the Landlord and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Landlord or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Lease by the Tenant, and/or its employees, agents, partners, principals, contractors, or subcontractors. Tenant shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Landlord, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. Tenant expressly understands and agrees that any insurance protection required by this Lease or otherwise provided by Tenant shall in no way limit the responsibility to indemnify, keep and save harmless and defend the

Landlord or its officers, employees, agents and instrumentalities as herein provided.

Prior to occupancy, the Tenant shall furnish to the Internal Services Department, Real Estate Development Division, 111 N.W. First Street, Suite 2460, Miami, Florida 33128, a Certificate(s) of Insurance which indicates that insurance coverage has been obtained which meets the minimum requirements as outlined below:

A. Workers Compensation Insurance for all employees of the Tenant as required by Florida Statutes Section 440.

B. Commercial General Liability Insurance on a comprehensive basis in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be shown as an additional insured with respect to this coverage.

C. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the work, in an amount not less than $300,000 combined single limit per occurrence for bodily injury and property damage.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "A" as to management, and no less than "Class VII" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company. Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

CERTIFICATE HOLDER MUST READ:

MIAMI-DADE COUNTY
111 N.W. First STREET
SUITE 2340
MIAMI, Florida 33128

Compliance with the foregoing requirements shall not relieve the Tenant of its liability and obligation under this section or any other section of this Lease.

Tenant shall be responsible for ensuring that the insurance certificates required in conjunction with this Section remain in full force for the duration of this Lease. If insurance certificates are scheduled to expire during the Term of this Lease, Tenant shall be responsible for submitting new or renewed insurance certificates to the Landlord prior to expiration.

SECTION 29. 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 shall be considered Additional Rent due and shall be included in any lien for Rent due and unpaid.

SECTION 30. 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 hereby indemnifies and holds harmless the Landlord, and Landlord's employees, assigns, vendors, contractors, agents, against all claims, causes of action, liability or loss, including attorneys' fees and costs on the trial and appellate level, arising out of a violation by Tenant of this provision. Tenant's obligations and liabilities under this Section shall survive the termination of this Lease. The Landlord and Tenant agree that the Director of the Department of Regulatory and Economic Resources (RER), Division of Environmental Resources Management (DERM) of Miami-Dade County, may also enforce the requirements of this Section.

SECTION 31. CORPORATE STATUS: Tenant represents that any business organization status that it may purport to have, either at the time of the execution of this Lease or thereafter, shall be maintained in any and all lawful form. To the extent that the Tenant possesses a corporate or other legal business status, Tenant shall maintain such legal business status as active and current with the appropriate state authorities, and in the event Tenant fails to maintain such status, Landlord shall have the express authorization, at its sole option, to declare this Lease in default and cancel this Lease. Further, at all times during the duration of this Lease, the Tenant shall maintain its not-for-profit status with the State of Florida, and any failure to do so, shall be an event of default.

SECTION 32. REPRESENTATIONS/WARRANTIES: The Tenant, as a corporation, limited liability company, or a partnership, acknowledges and hereby agrees that the party and the persons executing the Lease on its behalf, represent and warrant that the individuals executing this Lease on behalf of the Tenant are duly authorized to execute and deliver the Lease on the Tenant's behalf in accordance with the Tenant's organizational documents, and that this Lease is binding upon it in accordance with its terms. Further, each party 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 delivery 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 a government entity, or as an active corporation, limited liability company, or partnership, as the case may be, at any time during the Term, 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, upon thirty (30) days' notice.

SECTION 33. RIGHT TO A JURY TRIAL: LANDLORD AND TENANT HEREUNDER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY AGREE NOT TO WAIVE ANY RIGHT THAT ANY PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED HEREON, ARISING OUT OF, OR RELATED HERETO, WHETHER UNDER OR IN CONNECTION WITH THIS LEASE OR ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. IN THE EVENT EITHER PARTY INITIATES LEGAL PROCEEDINGS TO ENFORCE ANY OF THE TERMS OF THIS LEASE, EACH PARTY SHALL BE RESPONSIBLE FOR ITS OWN COST OF SUIT, INCLUDING, BUT NOT LIMITED TO, COURT COSTS, ATTORNEYS' FEES AND OTHER EXPENSES AT TRIAL AND ON ANY APPEAL.

SECTION 34. 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, secured by the Landlord, either now or at any time hereafter, or any other lien or liens placed on the property by the Landlord 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 or Landlord's lender, if any, Tenant shall execute a subordination, non-disturbance and attornment agreement ("SNDA") on Landlord's form within ten (10) business days of such request, so long as such SNDA is in a form reasonably acceptable to Tenant. Tenant shall pay Landlord Thirty ($30.00) Dollars per day if such a SNDA is not executed within this ten (10) day period. Additionally, Tenant agrees that if it shall fail at any time to execute a SNDA within such ten (10) day period, then Landlord may, but shall not be required to, in addition to any other remedy available to Landlord, execute, acknowledge and deliver such instrument as Tenant's attorney-in-fact for that purpose.

SECTION 35. FINANCING AGREEMENTS: The Tenant hereby acknowledges and agrees that it shall not enter into, execute or deliver any financing agreement, arrangement, mortgage, encumbrance, and/or lien upon the Premises, and/or the Tenant's leasehold interest in the Premises, without the Landlord's prior written consent to do so. Further, the Tenant further agrees that any financing agreement, arrangement, mortgage, encumbrance, and/or lien upon the Premises, and/or the Tenant's leasehold interest in the Premises, which might be approved by the Landlord cannot be considered as a priority to any mortgage or deed of trust that Landlord may have placed, or place in the future, upon the Premises.

SECTION 36. 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, or any part thereof, 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 seven (7) calendar days after the filing thereof. If Tenant shall fail to cause such lien to be discharged of record within such seven (7) 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) calendar 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.

SECTION 37. DAMAGE, DESTRUCTION, CASUALTY (NATURAL DISASTER) AND EMINENT DOMAIN: Tenant shall be responsible for and shall repair any and all damage caused to the Premises as a result of Tenant's use of the Premises or any vandalism, malicious mischief, or criminal acts thereto. The Tenant shall immediately notify the Landlord, in writing, upon discovering any damage and/or destruction to the Premises.

If the Premises is totally or partially destroyed or damaged as a result of a casualty, disaster (natural or otherwise) or hazard (a "Casualty Event"), Landlord may, at its sole option, terminate this Lease by giving Tenant thirty (30) calendar days' written notice and Landlord shall have no obligation to rebuild or repair. If the Premises is not rendered tenantable, either party hereto may cancel this Lease by written notice, which cancellation shall be effective upon the receipt of such notice.

If this Lease is terminated as provided in this Section, all of Tenant's obligations under this Lease shall cease, effective from the date of the Casualty Event. If this Lease is not terminated, and if Tenant remains open for business in any portion of the Premises after a Casualty Event, Tenant shall be obligated to pay Rent, maintain the Premises, and pay for all expenses related to the Premises. All construction and/or repairs by Tenant 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 this Lease is not terminated, Tenant shall immediately repair the Premises to the extent damaged by such an event. In connection with the foregoing, Tenant shall be responsible for the interior of the Premises, as well as replacing or restoring all of Tenant's furniture, fixtures and equipment, and signs after the occurrence of a Casualty Event.

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) calendar 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 all expenses in proportion to the square footage of the Premises which remains tenantable after a Taking, and Rent and all 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 to Landlord and Tenant as their respective rights might appear. Provided, however, that Landlord is not entitled to any award specifically made to Tenant for the taking of Tenant's fixtures, furniture, or leasehold improvements.

SECTION 38. RETURNED CHECK FEES: Landlord shall have the option to assess a returned check fee in the amount of Fifty ($50.00) Dollars, and a service charge, in the amount of Twenty-five ($25.00) Dollars, should the Tenant issue a check to the Landlord, which is not honored by the
Tenant's banking institution.

SECTION 39. DEFAULT: Tenant shall be in default under this Lease if it fails to (i) make timely payments of Rent or and/or any other sums due hereunder, or to (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. Further, in the event of a default, the Tenant acknowledges and agrees that in addition to the Landlord's rights pursuant to Section 40, Termination by Landlord, the Landlord shall have the following rights:

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 perform any and/or all of the following: (1) without terminating this Lease, cure Tenant's default, including, but not limited to, making any and all maintenance and repairs, at Tenant's cost and expense, and/or (2) without terminating this Lease, re-enter the Premises and remove all persons and all or any property therefrom, by any suitable action or proceeding at law, or otherwise, without being liable for any prosecution 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; (3) terminate this Lease upon written notice to Tenant, and thereafter re-let the Premises or any part or parts thereof; and/or (4) terminate this Lease upon written notice to Tenant; and/or (5) 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, it 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 also to fulfill all other covenants and/or obligations required by this Lease, at the time and in the manner provided herein. The 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 re-letting, if any, but Landlord shall have no liability to account to Tenant for any excess. Landlord shall not be required to re-let 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 re-let 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 agrees that no demand for Rent and no re-entry for conditions broken and no notice to quit possession or other notices prescribed by statute shall be necessary to enable Landlord to recover such possession, but that all right to any such demand and any such re-entry and any notice to quit possession or other statutory notices or

prerequisites are hereby expressly waived by Tenant. 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 re-let or remain vacant, in whole or in part, or for a period less than the remainder of the Term.

Should Tenant fail to occupy, or vacate, or abandon the Premises at any time during the Term of this Lease, Landlord shall be permitted to immediately take possession of the Premises.

Upon any default, and after the expiration of any cure period, as described in Section 40 of this Lease, the Landlord may, with or without judicial process, enter the Premises and take possession of any and all goods, inventory, equipment, fixtures and all other personal property of Tenant situated in the Premises without liability for trespass or conversion, and may sell or otherwise dispose of any and all such property after thirty (30) calendar days' notice to Tenant, which notice shall constitute reasonable and sufficient notice (so long as such property is valued by the Landlord at more than One Thousand ($1,000.00) Dollars, otherwise, such property shall be considered abandoned by the Tenant, and Landlord shall have no obligation to either store, maintain, sell or otherwise dispose of the property). The proceeds of any such sale or disposition shall be applied first to the payment of all costs and expenses of conducting the sale and/or caring for and/or storing said property, including attorneys' fees; second, toward the payment of any indebtedness, including (without limitation) indebtedness for Rent, which may be due or become due to Landlord; and third, to pay Tenant, on demand in writing, any surplus remaining after all indebtedness of Tenant to Landlord has been fully paid, so long as Tenant in fact makes such demand within sixty (60) calendar days of any such sale or disposition of property.

Upon any default, Landlord may perform, on behalf of and at the expense of the Tenant, any obligation of Tenant under this Lease which Tenant has failed to perform and of which Landlord shall have given Tenant notice of, the cost of which performance by Landlord, together with interest thereon, at the highest legal rate of interest as permitted by the State of Florida, and shall be immediately payable by Tenant to Landlord.

If this Lease is terminated or cancelled by Landlord, Tenant nevertheless shall remain liable for any and all Rent and damages which may be due, become due or sustained by Landlord, along with any and all reasonable costs, fees, and expenses including, but not limited to, attorneys' fees, costs and expenses incurred by Landlord in pursuit of its remedies hereunder, or in renting the Premises or a portion thereof to others.

All rights and remedies of Landlord under this Lease shall be cumulative and shall not be exclusive of any other rights and remedies provided to Landlord under applicable law.

The Tenant further acknowledges and agrees that should the Landlord elect to terminate, or otherwise cancel, this Lease due to any breach by the Tenant, the Tenant shall not be entitled to any type of compensation or reimbursement for any improvements made to the Premises by the Tenant, and/or for the value of the remaining Term.

SECTION 40. TERMINATION BY LANDLORD: In addition to the Landlord's rights pursuant to Section 7 and 39 above, the occurrence of any of the following shall cause this Lease to be terminated by the Landlord upon the terms and conditions also set forth below:

A. Automatic Termination:
   1) Institution of proceedings in voluntary bankruptcy by the Tenant.
   2) Institution of proceedings in involuntary bankruptcy against the Tenant if such proceedings continue for a period of ninety (90) days.
   3) Assignment by Tenant for the benefit of creditors.
   4) Failure of Tenant to maintain its not-for-profit tax status.

B. Termination after ten (10) calendar days from receipt by Tenant of written notice by Certified Mail sent to Tenant for any of the following:
   1) Non-payment of any sum or sums due hereunder after the due date for such payments; provided, however, that such termination shall not be effective if Tenant makes the required payment(s) during the ten (10) calendar day period from date of the written notice.
   2) Notice of any condition posing a threat to health or safety of the public or patrons and not

remedied within the ten (10) calendar day period from date of written notice.

C. Termination after thirty (30) calendar days from receipt by Tenant of written notice by Certified Mail sent to the Tenant for the following:

1) Non-performance of any covenant of this Agreement other than non-payment of rent and others listed in A and B above, and failure of the Tenant to remedy such breach within the thirty (30) calendar day period from receipt of the written notice, or where a court finds that the Tenant has brought a frivolous and/or baseless claim or defense.

D. A final determination in a court of law in favor of the Landlord in litigation instituted by the Tenant against the Landlord, or brought by the Landlord against Tenant (termination shall be at the option of the Landlord).

E. Landlord, through its County Mayor or Mayor's designee, in accordance with this Lease, shall have the right to terminate or cancel this Lease or any portion thereof, at any time, and for any reason whatsoever, by giving the Tenant sixty (60) calendar days written notice of such termination/cancellation prior to its Effective Date. Should the Term of this Lease, at the time the Landlord elects to provide the Tenant with notice of termination/cancellation, be equal to or less than sixty (60) calendar days, then notice shall commensurate with the remaining Term of this Lease.

SECTION 41. EARLY TERMINATION BY TENANT: The Tenant shall have the right to cancel/terminate this Lease, at any time and for any reason, by giving the Landlord at least sixty (60) calendar days prior to its Effective Date. However, any financial obligations due and owing to the Landlord by the Tenant shall be paid by the Tenant prior to the termination or cancellation of this Lease. This clause shall survive the termination or cancellation of this Lease.

SECTION 42. EARLY TERMINATION BY LANDLORD: As described in Section 41 above, the Landlord shall have the right to cancel/terminate this Lease at any time and for any reason by giving the Tenant at least sixty (60) calendar days' written notice prior to its effective date. Should Landlord elect to cancel or otherwise terminate this Lease (through no fault or breach by Tenant) within the initial Term, then it shall reimburse the Tenant for the unamortized portion of the improvements, including but not limited to, any capital improvements, renovations, additions, plumbing and electrical installation, furnishings, and related expenses thereto, made to the Premises. Tenant shall provide written documentation of all expenses to be reimbursed by the Landlord to the Tenant during the course of the Term, which expenses may be verified by review and/or audit by the Landlord.

SECTION 43. 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, fixtures and equipment, 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 other improvements made by Tenant to the Premises shall remain. Tenant's right to remove personal property 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 its personal property 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. Furthermore, Tenant also agrees to repair any damage caused to the Premises by the removal of its personal property. Anything attached to the Premises 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., cabeling or wiring) shall not be removed without Landlord's written prior consent. Any removal of such items without Landlord's prior written consent will result in Landlord charging Tenant for the cost of such items as new, as Additional Rent due.

SECTION 44. RETURN OF PREMISES: If the Termination Date occurs on a weekend day or a State or County holiday, the Premises shall be returned to the Landlord in accordance with this Section no later than 5:00 p.m. on or before the last business day prior to such weekend day or State or County holiday. On or before the specified time, Tenant shall deliver to Landlord the Premises, including 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 personal property from the Premises, Landlord is hereby, as described otherwise in this Lease, 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 personal property at Tenant's expense, or to retain same under Landlord's control or to sell at public or private sale, without notice, any or all of the personal property not so removed, and to apply the net proceeds of such sale to the payment of any sum due hereunder.

SECTION 45. MODIFICATION, INTEGRATION AND INTERPRETATION: This Lease contains the entire agreement between the parties hereto and all prior negotiations. All negotiations, agreements, 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 and/or Tenant 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 lack thereof, or in the 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 46. 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, without hindrance or molestation by Landlord.

SECTION 47. 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, banners, or advertising devices on, in, or about the windows, doors, lobby and/or hallway of the building other than as specifically permitted in this Lease.

b) 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.

c) Tenant shall give Landlord prompt written notice of any accident, fire or damage occurring on or to the Premises, and shall immediately process its claim through its insurance carrier.

d) Tenant shall immediately notify the Landlord of any incident in which someone is seriously injured or dies on or about the Premises, irrespective of the cause of injury or death. For the purposes of this Section, serious injury is any injury that results in hospitalization, wound care, and/or surgery.

e) No radio, television, heater, fan, refrigerator, fiber-optic cable, satellite dish or other electrical device shall be installed without obtaining in each instance, the written consent of Landlord. No antenna 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 antenna 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, Landlord shall not be liable for such removal and disposal of such equipment.

f) 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 shall be responsible for repairing all plumbing and electrical lines inside or outside of the Premises, if such damaged was caused by the Tenant, or any of its employees, guests, vendors, and/or agents. Also, Tenant shall be responsible for the annual inspection and maintenance of the backflow preventer and the grease traps servicing the Premises, if applicable.

g) The Tenant shall be responsible for the timely maintenance and the general upkeep of the Premises.

Tenant agrees that Landlord may from time to time suspend, amend or supplement the foregoing rules and regulations, and may adopt additional reasonable rules and regulations applicable to the Premises. Notice of such rules and regulations and amendments and supplements thereto, if any, shall be given to Tenant.

SECTION 48. 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) calendar 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 49. AIR QUALITY; RADON GAS; MOLD: Landlord makes no warranties or representations regarding indoor air quality or condition within the Premises or the building. Furthermore, Tenant has conducted or has had the opportunity to conduct all testing regarding indoor air quality and condition, and hereby releases Landlord for any such claim or condition. 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 Gas, and Radon testing, may be obtained from the 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 be found or otherwise identified in the Premises sometime 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. Tenant acknowledges and agrees to indemnify and hold Landlord harmless from any bodily injury or property damages caused by exposure to radon, mold or fungi, regardless if any other cause, event, material or product contributed concurrently or in any sequence to such injury or damages.

SECTION 50. 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 51. DISPLAY RESTRICTIONS: Tenant will display and maintain the Premises in a first class manner at all times. Tenant cannot display any item, signs, or merchandise outside the Premises for promoting its business including at the front door, in the lobby and along the sidewalk of the Premises, without the Landlord's prior written consent.

SECTION 52. SIGNAGE/ADVERTISING: The Tenant agrees that all signs placed on the doors or windows or elsewhere about the Premises, which are visible from outside of the Premises, or upon any part of a building, including building directories, shall be subject to the approval of the Landlord, which approval shall not be unreasonably withheld or delayed. The Tenant, at the Landlord's discretion, may be permitted to have its name displayed on any and all existing building directory, if any, at the Tenant's sole cost and expense, and any requested changes thereto by the Tenant shall also be at the Tenant's sole cost and expense. The Tenant further agrees that 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.

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), (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. At Lease expiration, if Landlord so requires, the Tenant's

signage must remain at the Premises until a subsequent tenant installs substitute signage unless otherwise directed by Landlord. 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 Two Thousand Five Hundred ($2,500.00) Dollars.

SECTION 53. NON-WAIVER PROVISION: No assent, expressed or implied, 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, expressed or implied, 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 54. USE OF ADDITIONAL AREAS: The use and occupation of the Premises shall include the use of the first floor and lobby areas of the building, commonly known as the Overtown Transit Village II, in common with other tenants. Tenant acknowledges and agrees that no parking is associated with the Premises.

SECTION 55. TENANT'S TAXES AND ASSESSMENTS: Taxes and Assessments, if any, associated with the overall property where the Premises is located will be paid by the Landlord.

SECTION 56. FORCE MAJEURE: Neither Landlord nor Tenant shall be liable for failure to perform any obligation under this Lease, except for the payment of money, in the event it is prevented from so performing by strike, lockout, breakdown, accident, 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 for any other cause that is completely beyond its reasonable control, but financial inability shall never be deemed to be a cause beyond a party's control, and in no event shall either party be excused or delayed in the payment of any money due under this Lease by reason of any of the foregoing.

SECTION 57. ADA/HANDICAPPED; CODE UPGRADES: Tenant agrees, at its sole expense, to comply promptly with all applicable current and future requirements, laws, ordinances, regulations or codes of any legally constituted authority that may have authority over its use of the Premises, including any ordinances or requirements for handicapped access leased to, from, or inside of the Premises. Except in instances in which the Tenant has made improvements to the Premises, the Landlord shall be responsible for upgrading the Premises for any code upgrades that may be enacted in the future. Regarding any improvements to the Premises by the Tenant, the Tenant acknowledges and agrees that it will comply with the terms and conditions of the federal Americans with Disabilities Act ("ADA"), along with any and all amendments, and/or additions, as well as with any and all Florida accessibility requirements, including, but not limited to, the Florida Americans with Disability Accessibility Implementation Act, including §553.501-553.513, Florida Statutes, and shall immediately bring the physical components of the Premises into compliance upon request. Tenant acknowledges and agrees that Landlord shall have no obligation in any manner to Tenant or any claimants on behalf of Tenant for any improvements or upgrades made by or for the Tenant to the Premises, including if any such improvements were made to any access leading to or from the Premises.

SECTION 58. SECURITY: Tenant acknowledges and agrees that Tenant assumes any and all responsibility and liability for the security of the Premises, as well as for the security of its employees, agents, guests, invitees, as well as for any and all of the Tenant's personal property, including, but not limited to furniture, fixtures, and equipment within or about the Premises. Tenant, at its option, may enlist its own security personnel, and install its own security devices within or about the Premises.

SECTION 59. NO OFFER: THE PRESENTATION OF THIS LEASE BY LANDLORD DOES NOT CONSTITUTE AN OFFER WHICH MAY BE ACCEPTED BY TENANT. THIS LEASE ONLY BECOMES VALID, BINDING AND EFFECTIVE UPON EXECUTION AND DELIVERY 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 60. ESTOPPEL CERTIFICATES: Tenant agrees, at any time and from time to time, upon not less than ten (10) 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, the building. If such an estoppel is not executed within this ten (10) business day period, in addition to other default remedies provided herein, Tenant shall pay Landlord an amount equal to Thirty ($30.00) Dollars per day for each day of delay. Further, Tenant agrees that if it shall fail at any time to execute, acknowledge and deliver any such instrument within ten (10) business days after a request, then Landlord may execute, acknowledge and deliver such instrument as the attorney-in-fact of Tenant; and Tenant hereby makes, constitutes, and irrevocably appoints Landlord its attorney-in-fact for that purpose.

SECTION 61. NON-DISCRIMINATION: The Tenant for itself, and its successors and assigns, as a part of the consideration hereof, does hereby covenant and agree that:

A. In the use of Premises, Tenant will comply with Resolution No. 9601 dated March 24, 1964, which states that as a matter of policy, there shall be no discrimination based on race, color, creed, gender, or national origin, and Resolution No. 85-92 dated January 21, 1992, which states that there shall be no discrimination on the basis of disability in connection with any of the Landlord's property or facilities operated or maintained under lease agreements, license, or other agreement from Miami-Dade County or its agencies. No person, on the grounds of race, religion, ancestry, sex, age, color, gender, pregnancy, national origin, disability or physical handicap, marital status, familial status, gender identity, gender expression, or sexual orientation shall be excluded from participation therein, or be denied the benefits thereof, or be otherwise subjected to discrimination.

B. In the construction of any improvements to the Premises, and in the furnishings of services thereon, no person on the grounds of race, sex, age, gender, national origin, or physical handicap, shall be excluded from participation therein or be denied the benefits accruing therefrom, or be otherwise subjected to discrimination.

C. Tenant agrees, in accordance with Section 11A of the Miami-Dade County Code, that it shall not discriminate against any employee, subtenant, person, etc. on the basis of race, color, religion, ancestry, age, national origin, sex, disability, marital status, familial status, pregnancy, sexual orientation, gender identity or gender expression, or perceived or actual status of domestic violence, dating or stalking.

SECTION 62. MISCELLANEOUS:

A. **CAPTIONS AND SECTION NUMBERS:** The captions in this Lease are for convenience of reference only and shall not define, modify, explain, amplify, augment, 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. **COUNTERPARTS:** This Lease and any amendment hereof may be executed in several counterparts and by each party on a separate counterpart, each of which when so executed and delivered shall be an original, and all of which together shall constitute one instrument.

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 the Premises, the 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, and Landlord's assigns, employees, vendors, contractors, agents, ever be personally liable for any such liability.

E. **RECORDING:** The parties hereto agree not to record this Lease, except for the Landlord filing this Lease with the Clerk of the Board, Miami-Dade County, Florida.

F. **CONFIDENTIALITY:** Landlord and Tenant acknowledge and agree that because the Landlord is a governmental entity, any and all information pertaining to this Lease is subject to be disclose to others, and therefore none of the information contained herein is, or shall be considered, confidential.

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:** 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 this 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, and approved by the Miami-Dade County Board of County Commissioners.

N. **TELECOPIED AND EMAILED SIGNATURE PAGES:** In order to expedite the transaction contemplated herein, telecopied or emailed signatures may be used in place of original signatures on this Lease. The parties intend to be bound by the signatures on the telecopied document, are aware that the other party will

rely on the telecopied or emailed signatures and hereby waive any defenses to the enforcement of the Terms of this Lease based on the form of signature.

O. **REPRESENATION BY COUNSEL:** The parties hereby acknowledge and agree that each was properly represented by counsel and this Lease was negotiated and drafted at arm's length so that the judicial rule of construction to the effect that a legal document shall be construed against the draftsman shall be inapplicable to this Lease which has been drafted by counsel for both Landlord and Tenant.

P. **PARKING AND GARAGE:** Landlord and Tenant acknowledge and agree that there is no parking associated with the Premises. Landlord shall at its discretion charge monthly, hourly and other rates for parking to the Tenant, as well as its employees, vendors, agents, guests, and other invitees for parking in parking garage adjacent to the building.

The parking garage is located is located between the 601 and 701 N.W. 1st Court buildings. Landlord reserves the right at its discretion to alter the garage design, layout, location, and size, both vertically and horizontally, at its reasonable discretion, including the closing of all or certain portions of the garage during any construction, repair, and/or maintenance of the parking garage.

[This Section Intentionally Left Blank]

[Only the Signature Page Remains]

IN WITNESS WHEREOF, Landlord has caused this Lease to be executed in its name by the County Mayor, or the Mayor's designee, as authorized by the Board of County Commissioners, and Tenant has caused this Lease to be executed by its duly authorized representative, and this Lease is therefore effective on the day and year first hereinabove written.

LANDLORD

MIAMI-DADE COUNTY,
A political subdivision of the State of Florida
BY ITS BOARD OF COUNTY COMMISSIONERS

By: _____
Name: _____
Title: _____
Date: _____

ATTEST:

HARVEY RUVIN, CLERK

By: _____

Approved by the County Attorney as to form and legal sufficiency. _____

TENANT

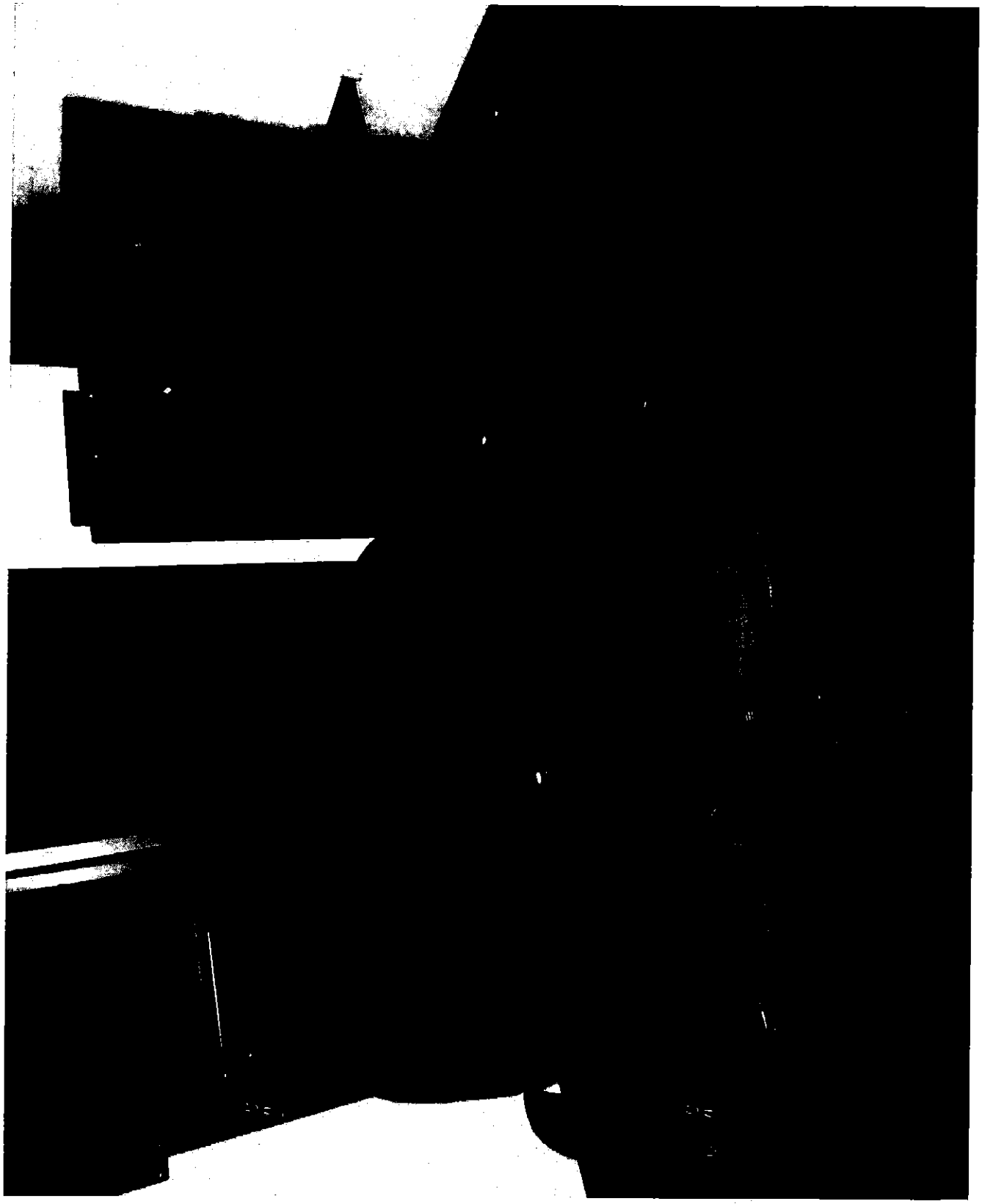
THE OFFICE OF NEW AMERICANS OF MIAMI-DADE, a Florida not-for-profit organization.

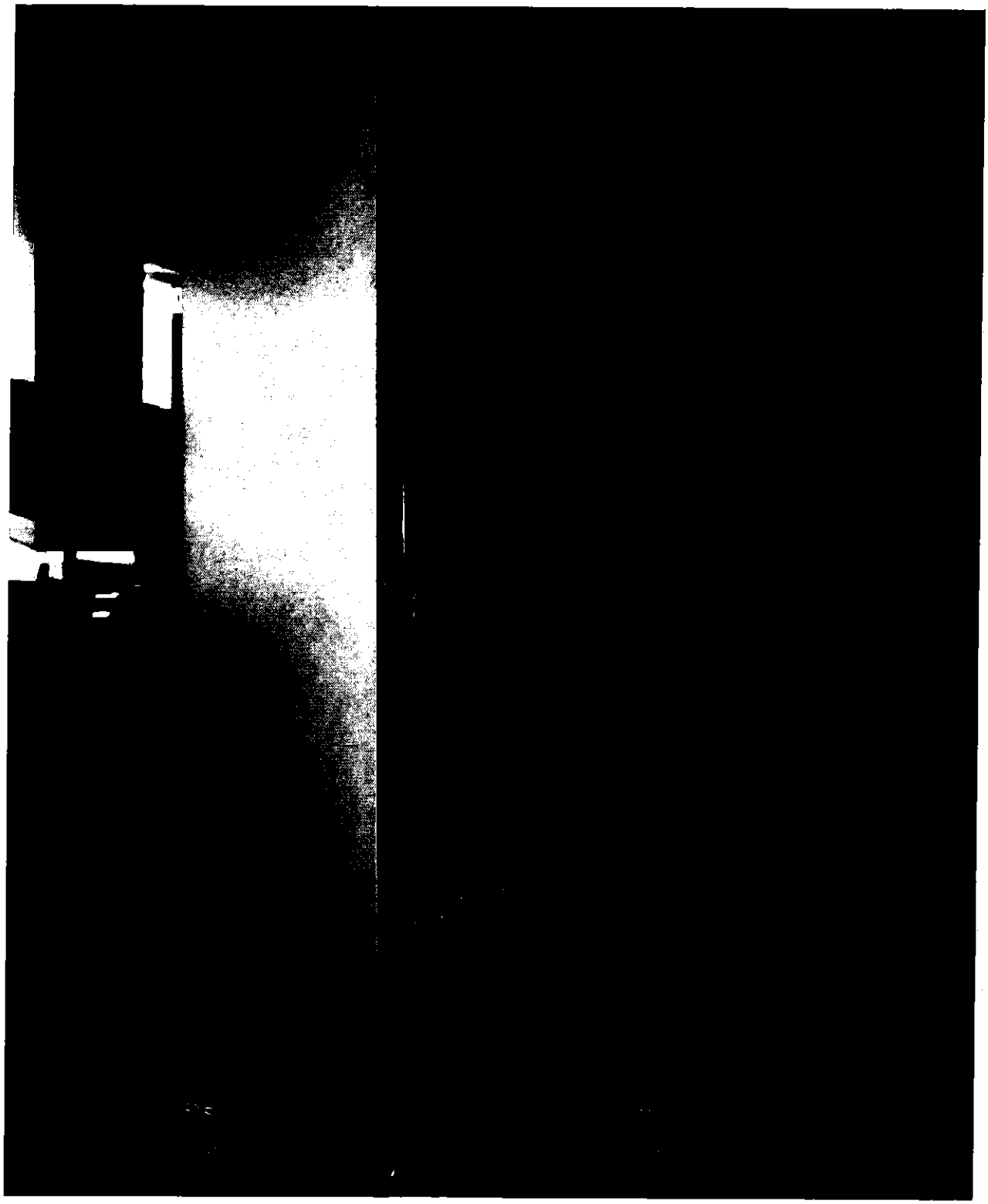
By: _____
Name: MARIA RODRIGUEZ
Title: PRESIDENT, Interim ONA

Print: Josephine Ann Tesar

Print: Jesenia A. Santana

JOSEPHINE ANN TESAR
MY COMMISSION EXPIRES
APRIL 11 2020
FAYETTE CO., GEORGIA
NOTARY PUBLIC





Agreement between Miami-Dade County and the Office of New Americans of Miami-Dade County

This Agreement is made and entered into by and between Miami-Dade County, a political subdivision of the State of Florida, and the Office of New Americans of Miami-Dade County ("Office of New Americans"), a Florida not-for-profit corporation.

Purpose

The parties agree that their relationship shall at all times be governed by the following general principles and recitals:

1. On June 30, 2015, the Miami-Dade County Board of County Commissioners passed Resolution No. R-595-1 directing the County Mayor to (1) engage in all necessary outreach and coordination for Miami-Dade County to be designated as a participating community of "Cities for Citizenship," a nation-wide collaboration of local governments that was established to promote large-scale naturalization campaigns in metropolitan areas with large immigrant populations, and (2) launch an initiative that will promote increasing the number of legal permanent residents in Miami-Dade County who apply for citizenship ("Citizenship Initiative").
2. The Office of New Americans is a not-for-profit corporation organized under the laws of the State of Florida, and it agrees to exclusively direct its efforts and resources to promote increasing the number of legal permanent residents in Miami-Dade County who apply for citizenship, as provided herein.
3. Miami-Dade County owns and operates public facilities whose use will be provided to the Office of New Americans, through a lease agreement and a waiver of fees, to assist with its naturalization efforts, as provided herein.
4. The purpose of this Agreement is to formalize a partnership between Miami-Dade County and the Office of New Americans to assist with the County's Citizenship Initiative.

Agreement

I. Funding

As part of its Fiscal Year 2015-2016 Budget, Miami-Dade County provided the Office of New Americans with a grant totaling $50,000 from the County Mayor's Budget. No additional funding has been promised by Miami-Dade County. In addition, both parties have a shared understanding that the Office of New Americans is expected to financially support its on-going and future efforts through outside grants and fundraising without additional County funding.

II. Use of County Libraries for Citizenship Clinics

As part of the Citizenship Initiative, Miami-Dade County will partner with the Office of New Americans to host citizenship clinics where eligible residents can receive both information on the process to obtain citizenship and also assistance with compiling the necessary documents and completing the necessary paperwork to apply for citizenship. These clinics will be hosted at Miami-Dade County public libraries across the County. Miami-Dade County will promote these citizenship clinics through a County-hosted website and its 211 and 311 call centers.

In order to assist the Office of New Americans with these efforts, Miami-Dade County, upon approval by the Board of County Commissioners concurrent with the execution of this Agreement, agrees to permit the Office of New Americans to use meeting space at Miami-Dade County branch and regional libraries without charge provided that the following conditions are met: (1) the meeting space(s) shall be used for the sole purpose of providing citizenship clinics that will promote an increase in the number of legal permanent residents in Miami-Dade County who apply for citizenship and not for any fundraising, press conference, or other media event; (2) the use of meeting space at any branch or regional library shall be for up to four hours no more than once per month; (3) the citizenship clinics will be open to the general public, occur during the library's regular operating hours, and not interfere with normal operation of the library facility and programs; (4) the Miami-Dade County Department of Elections is not using the library, at

that time, for the purpose of elections; and (5) the Office of New Americans is still under either the initial or renewal term of the lease described in Article IV of this Agreement.

III. Composition of Office of New Americans' Board of Directors

In order to better ensure the success of the Citizenship Initiative through this partnership, the Office of New Americans will include two representatives from Miami-Dade County on its Board of Directors. One of the representatives shall be a designee from the Office of the County Mayor and shall be a voting member of the Board of Directors ("Mayor's designee"). The other representative shall be a non-voting member of the Board of Directors, with the right to attend and participate in all board meetings, and will be designated by the Board of County Commissioners.

IV. Lease

Upon approval by the Board of County Commissioners concurrent with the execution of this Agreement, Miami-Dade County and the Office of New Americans will enter into a lease for office space at 601 N.W. First Court, Room 1-116, Miami, Florida, 33136. The lease has an initial term of five years, and the Office of New-Americans has the option to renew for another five-year term under the same terms and conditions. Miami-Dade County has agreed to provide this leased space in exchange for nominal consideration by the Office of New Americans for the sole purpose of promoting naturalization efforts.

In addition providing office space, Miami-Dade County has agreed to provide the Office of New Americans with the following in-kind services in connection with its lease at 601 N.W. First Court, Room 1-116: (1) two telephones, (2) two personal computers (Citrix Box), and (3) one printer. The following recurring maintenance or service charges will also be provided as in-kind services by Miami-Dade County, subject to any necessary annual approvals: (1) approximately $275 per year for each Citrix Box; (2) approximately $7.30 per month per telephone for maintenance; (3) approximately $16.00 per telephone line for service; (4) approximately $10.00 per month per data port.

V. Use of County Name and Logo

Miami-Dade County hereby consents to the limited use of its name and logo by the Office of New Americans for any promotional or informational materials that it produces in connection with its efforts to promote increasing the number of legal permanent residents in Miami-Dade County who apply for citizenship.

In addition, in order to acknowledge Miami-Dade County's leadership role in the Citizenship Initiative, the Office of New Americans shall prominently display the County logo on all such promotional or informational materials. All such materials shall be shared with Miami-Dade County, through the Mayor's Designee, at least one week in advance of distribution, and distribution shall be subject to approval by Miami-Dade County, which shall not be unreasonably withheld.

V. Reporting Requirements

The Office of New Americans shall provide Miami-Dade County, through the Mayor's designee, with monthly reports as to its activities relating to the citizenship clinics. These monthly reports shall, at a minimum, include the following information:

1. The number of citizenship applications completed at citizenship clinics.
2. The number of residents outreached.
3. The number of residents assisted.

V. Term

This Agreement shall become effective upon execution, after approval by the Board of County Commissioners as to the terms of this Agreement and the lease agreement described in Article IV. This Agreement shall be in effect for the same period as the lease agreement described in Article IV remains in effect. Therefore, if the lease agreement described in Article IV is canceled, voided, or nullified, then this Agreement shall also be canceled, voided, or nullified.

VI. General Provisions

During the term of this Agreement, the following provisions apply:

1. Neither Miami-Dade County nor the Office of New Americans may transfer in any fashion all or any part of its respective rights or obligations under this Agreement to a third party unless authorized in writing and agreed to by both parties;

2. Miami-Dade County and the Office of New Americans shall comply with all laws, statutes, ordinances, codes, rules and regulations of all governmental entities with appropriate authority and jurisdiction.

3. The Office of New Americans shall indemnify and save Miami-Dade County harmless from any and all claims, liability, losses, and causes of action, which may arise out of the negligent, reckless, or intentional acts of the Office of New Americans, its agents (including volunteers) and employees in performance of any efforts described in this Agreement. The Office of New Americans, directly or through its insurance carrier, shall pay all claims and losses of any nature whatsoever in connection therewith, and shall defend all such suits, in the name of Miami-Dade County when applicable, and shall pay all costs and judgments which may issue thereon.

4. No indulgence, consent to, or waiver of any breach of any provision of this Agreement by either party shall be construed as a consent to or waiver of any breach of the same or any other provision of this Agreement unless specifically acknowledged in writing by both parties.

5. The occurrence of any non-performance of any action required hereunder, or the performance of any action contrary to the terms of this Agreement shall constitute a default of this Agreement.

6. Upon notice of default by either party, the party receiving such notice shall immediately cure or, if such default cannot be immediately cured, commence to cure the default, if such default exits. Failure to cure a default immediately or

failure to commence and diligently pursue cure to a timely conclusion, shall be adequate grounds for immediate termination of this Agreement.

7. Any notice, request, demand, instruction or other communication to be given to any party hereunder, shall be in writing and either hand-delivered or mailed by First-Class Mail, or other class of mail that is at least as expeditious, to the following parties at their respective addresses:

For the Office of New Americans:

c/o MARIA RODRIGUEZ
2800 BISCAYNE BLVD #800
Miami, FL 33137

c/o TESSA PAINSON
2800 BISCAYNE BLVD #800
Miami, FL 33137

For Miami-Dade County:

Office of the Mayor
c/o [Mayor's Designee]
111 N.W. 1st Street, Suite 2900
Miami, FL 33128

Or to such addresses as may be designated in writing.

8. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

9. The invalidity of one or more of the provisions of this Agreement shall not affect the remaining portions of this Agreement; and, if any one or more of the provisions of this Agreement should be declared invalid by final order, decree or judgment of a court of competent jurisdiction, this Agreement shall be construed as if such invalid provisions had not been included in this Agreement.

10. This Agreement constitutes the entire Agreement between Miami-Dade County and the Office of New Americans and may not be changed or amended except in writing and signed by all parties after being duly approved by the Board of County Commissioners.

11. Both parties agree that this Agreement recognizes the autonomy of the contracting parties. Specifically, it is expressly understood that and intended that the Office of New Americans is not an agency or instrumentality of Miami-Dade County. In addition, the Office of New Americans' agents (including volunteers) or employees are not agents or employees of Miami-Dade County. At no time during the performance of this Agreement shall the Office of New Americans' agents or employees give the appearance that they are agents or employees of Miami-Dade County, nor shall they be construed to be actual agents of Miami-Dade County.

Dated and executed by the parties hereto:

Office of New Americans

By: _____

Name: MARIA RODRIGUEZ

Title: BOARD MEMBER

Date: 6/2/2016

By: _____

Name: _____

Title: _____

Date: _____

Miami-Dade County

By: _____

Name: _____

Title: _____

Date: _____

Approved as to form and legal sufficiency:

By: _____

Assistant County Attorney