

MEMORANDUM

Agenda Item No. 11(A)(3)

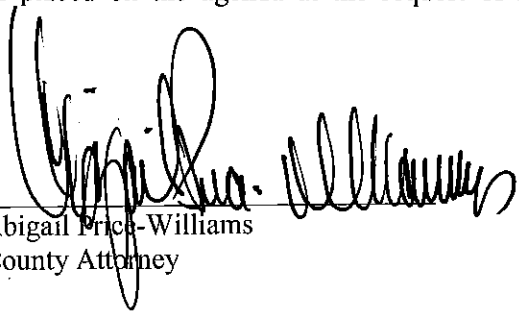
TO: Honorable Chairman Esteban L. Bovo, Jr.
and Members, Board of County Commissioners

DATE: June 19, 2018

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Resolution declaring surplus County-owned property located at 400 NE 8th Street, Miami, FL (commonly known as Parcel B), approving Memorandum of Understanding ("MOU") between Miami-Dade County and Cuban Exile History Museum, Inc. ("CEHM"), a Florida not-for-profit corporation, setting forth milestones for the development of a Cuban Exile History Museum ("Museum") on Parcel B, and approving pursuant to Florida Statutes Section 125.38, terms of the lease agreement between the County and CEHM, for a 55-year term, plus one 20-year option to renew, for the purpose of constructing and operating the Museum on Parcel B at an annual rent of \$1.00; authorizing the County Mayor to execute the MOU, and, subject to the satisfaction of the milestones and terms in the MOU, to execute the lease agreement and to exercise any and all rights conferred therein; directing the County Mayor to provide an executed copy of the lease agreement to the Property Appraiser's Office within 30 days of its execution and to report to the Board on same

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Chairman Esteban L. Bovo, Jr.


Abigail Price-Williams
County Attorney

APW/smm

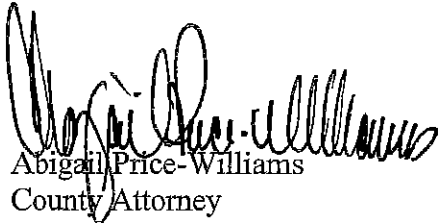


MEMORANDUM

(Revised)

TO: Honorable Chairman Esteban L. Bovo, Jr.
and Members, Board of County Commissioners

DATE: June 19, 2018

FROM: 
Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 11(A)(3)

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. 11(A)(3)

6-19-18

RESOLUTION NO. _____

RESOLUTION DECLARING SURPLUS COUNTY-OWNED PROPERTY LOCATED AT 400 NE 8TH STREET, MIAMI, FL (COMMONLY KNOWN AS PARCEL B), APPROVING MEMORANDUM OF UNDERSTANDING (“MOU”) BETWEEN MIAMI-DADE COUNTY AND CUBAN EXILE HISTORY MUSEUM, INC. (“CEHM”), A FLORIDA NOT-FOR-PROFIT CORPORATION, SETTING FORTH MILESTONES FOR THE DEVELOPMENT OF A CUBAN EXILE HISTORY MUSEUM (“MUSEUM”) ON PARCEL B, AND APPROVING PURSUANT TO FLORIDA STATUTES SECTION 125.38, TERMS OF THE LEASE AGREEMENT BETWEEN THE COUNTY AND CEHM, FOR A 55-YEAR TERM, PLUS ONE 20-YEAR OPTION TO RENEW, FOR THE PURPOSE OF CONSTRUCTING AND OPERATING THE MUSEUM ON PARCEL B AT AN ANNUAL RENT OF \$1.00; AUTHORIZING THE COUNTY MAYOR OR MAYOR’S DESIGNEE TO EXECUTE THE MOU, AND, SUBJECT TO THE SATISFACTION OF THE MILESTONES AND TERMS IN THE MOU, TO EXECUTE THE LEASE AGREEMENT AND TO EXERCISE ANY AND ALL RIGHTS CONFERRED THEREIN; DIRECTING THE COUNTY MAYOR OR MAYOR’S DESIGNEE TO PROVIDE AN EXECUTED COPY OF THE LEASE AGREEMENT TO THE PROPERTY APPRAISER’S OFFICE WITHIN 30 DAYS OF ITS EXECUTION AND TO REPORT TO THE BOARD ON SAME

WHEREAS, the County purchased the FEC Property located on NE 8th Street between Biscayne Boulevard and the Bay (“FEC Property”) from the City of Miami in 1998 to develop, among other things, the basketball arena now known as the American Airlines Arena (“Arena”), additional parking, and other retail and specialty entertainment; and

WHEREAS, the County then entered into a series of agreements with the operator of the Arena (Basketball Properties Ltd.) and with Miami Heat Limited Partnership that granted them the rights to develop the FEC property; and

WHEREAS, there is an undeveloped, approximately 2.77 acre portion of the FEC Property located at 400 NE 8th Street, Miami, Florida between Biscayne Bay and the Arena that is commonly referred to as “Parcel B;” and

WHEREAS, pursuant to Resolution Nos. R-1118-03 and R-1446-03, the Board authorized amendments to the County’s agreements with Basketball Properties Ltd. and Miami Heat Limited Partnership to—among other things—return the right to develop Parcel B to the County; and

WHEREAS, in 2007, this Board directed the County Manager to prepare a conceptual study analyzing the development of a Bay of Pigs Museum and Library on Parcel B based upon a preliminary design prepared by Chisholm Architects; and

WHEREAS, after the conceptual study was published, the proponents of the Bay of Pigs Museum and Library broadened the scope of their proposal and sought to develop a Cuban Exile History Museum on Parcel B; and

WHEREAS, pursuant to Resolution No. R-922-13, this Board directed the County Mayor to update the conceptual study to analyze the possible development of a Cuban Exile History Museum on Parcel B; and

WHEREAS, the Mayor’s updated conceptual study concluded that the Cuban Exile History Museum, as envisioned, could be built on Parcel B under existing zoning provided attainment of appropriate variances and/or waivers from the City of Miami, approval by the Biscayne Bay Shoreline Development Review Committee, and other City and County approvals; and

WHEREAS, in 2014, this Board, pursuant to Resolution No. R-687-14, directed the County Mayor or Mayor's designee to negotiate with the Cuban Exile History Museum, Inc. ("CEHM") for the development of a Cuban Exile History Museum on Parcel B and to undertake such negotiations in consultation with Basketball Properties, Ltd.; and

WHEREAS, the proposed Cuban Exile History Museum would be a three-story building and include: a ground-level public plaza and open space area, a restaurant, visitor's center, gift shop, restrooms, exhibition space, and a theater, research library, and staff support area; and

WHEREAS, a Cuban Exile History Museum on Parcel B would honor the immeasurable contributions that Cuban exiles have brought to this community; and

WHEREAS, CEHM has applied to the County for the use of Parcel B, has represented that it will use Parcel B consistently with its mission, all in support of the community interest and welfare purposes for which it was organized; and

WHEREAS, the administration has negotiated with CEHM for agreements that would set forth the parties' respective rights and obligations with respect to the funding, development, and operation of a Cuban Exile History Museum on Parcel B at no cost to the County; and

WHEREAS, the County administration consulted numerous times with Basketball Properties, Ltd. during the negotiations of the MOU and the lease agreement; and

WHEREAS, initially, the County and CEHM would be entering into a non-binding Memorandum of Understanding ("MOU") which would set forth certain milestones that would need to be met by CEHM in order to lease Parcel B from the County; and

WHEREAS, significantly, CEHM would need to secure all of the funding necessary for the construction of the Cuban Exile History Museum and complete all of the designs within 48 months of the execution of the MOU before the County would lease Parcel B to CEHM; and

WHEREAS, if CEHM timely satisfies all of the requirements of the MOU, then the County and CEHM would execute the lease agreement for a term of 55 years with one 20-year option to renew, all at \$1.00 per year lease payment, in order to allow CEHM to begin construction and operations of the Cuban Exile History Museum; and

WHEREAS, in accordance with Section 2-8.6.5 of the County Code, the County would only be leasing, not conveying in fee simple, Parcel B to CEHM and if CEHM fails to use Parcel B in accordance with the requirements of the lease agreement, then the County has the right to terminate the lease; and

WHEREAS, further, in accordance with the policy of the Board set forth in Resolution No. R-333-15, wherein the Board set as policy of the Board that the market value and rental of any property to be leased be disclosed to the Board, the Property Appraiser's website indicates that the market value of Parcel B in 2017 is \$12,076,299.00 and a 2014 appraisal undertaken by an MAI appraiser set the fair market annual rent of Parcel B as \$720,000.00; and

WHEREAS, this Board finds that in light of the proposed cultural use of Parcel B, the substantial capital expenditure of funds necessary to construct the museum, and the hardship that rent would impose on the operations of the museum, a compelling reason exists to forego rent beyond a nominal amount with respect to Parcel B; and

WHEREAS, the lease agreement will further restrict the use, assignment, and subleasing of the Property without prior written consent, to ensure compliance with the intent of this Board; and

WHEREAS, this Board desires to enter into the MOU and, provided all terms and milestones set forth therein are met by CEHM, to a lease agreement with CEHM for the fundraising, development, construction, use and operation of a Cuban Exile History Museum at Parcel B,

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 finds that Parcel B is not needed for County purposes, and declares Parcel B as surplus. This Board also finds that CEHM has applied to the County for the lease of Parcel B for the use by CEHM as a Cuban Exile History Museum and finds such use to be in the interest of the community and for the community's welfare.

Section 3. This Board approves the MOU between Miami-Dade County and CEHM setting forth the requirements and milestones for the fundraising and development of a Cuban Exile History Museum on Parcel B and authorizes the County Mayor or Mayor's designee to execute such MOU in substantially the form attached hereto as Attachment 1 and incorporated herein by reference.

Section 4. This Board approves the terms of the lease agreement between the County, as landlord, and CEHM, as tenant, for Parcel B pursuant to Section 125.38, Florida Statutes, in substantially the form attached hereto as Attachment 2 and incorporated herein by reference, for a term of 55 years with a one 20-year renewal term at a rental rate of \$1.00 per year.

Section 5. Subject to the satisfaction by CEHM of all of the terms of the MOU and timely achievement by CEHM of all of the milestones set forth in the MOU, this Board hereby authorizes the County Mayor or Mayor's designee to execute the lease agreement and to exercise any and all rights set forth therein.

Section 6. This Board directs the County Mayor or Mayor's designee to appoint staff to monitor compliance with the terms of the MOU and, once all of the requirements and milestones set forth in the MOU have been met and, to prepare a report setting forth same and to place the completed report on an agenda of the Board pursuant to Ordinance No. 14-65. This Board further directs the County Mayor or Mayor's designee, if and once the lease agreement has been executed, to provide to the Property Appraiser's Office an executed copy of the lease agreement within 30 days of its execution.

The Prime Sponsor of the foregoing resolution is Chairman Esteban L. Bovo, Jr. 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:

Esteban L. Bovo, Jr., Chairman	
Audrey M. Edmonson, Vice Chairwoman	
Daniella Levine Cava	Jose "Pepe" Diaz
Sally A. Heyman	Barbara J. Jordan
Joe A. Martinez	Jean Monestime
Dennis C. Moss	Rebeca Sosa
Sen. Javier D. Souto	Xavier L. Suarez
District 5 - Vacant	

The Chairperson thereupon declared the resolution duly passed and adopted this 19th day of June, 2018. 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.



Monica Rizo Perez

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter "Memorandum") is made and entered into this _____ day of _____, 201__, the Effective Date, between Miami-Dade County, a political subdivision of the State of Florida (hereinafter "County") and, the Cuban Exile History Museum, Inc. (hereinafter "Museum"), a Florida not-for-profit corporation (each a "Party" and collectively the "Parties"). This Memorandum establishes the cooperative relationship between the County and the Museum. The purpose of this Memorandum is to facilitate the working relationship between the Parties by outlining the roles of the respective Parties hereto.

RECITALS

WHEREAS, the County owns an unimproved (vacant) parcel of land located at 400 N.E. 8th Street, in the City of Miami (Folio No.: 01-3231-055-0020) which property is commonly known as "Parcel B", which consists of approximately 120,485 square feet in size (approximately 2.77 acres), and is located east of the American Airlines Arena, and which property is more fully described in "Exhibit A," which is attached hereto, and incorporated herein by this reference; and

WHEREAS, the Museum desires to construct, operate and maintain a museum on the property, in accordance with the Board of County Commissioners Resolution (R- -); and

WHEREAS, subject to the Museum's achieving certain Milestones, as defined below, and as outlined in this Memorandum, the County anticipates entering into a Ground Lease Agreement with the Museum, as illustrated in draft form by the attached the "Draft Ground Lease Agreement" marked "Exhibit B," which is attached hereto and incorporated herein by this reference; and

WHEREAS, the Parties agree that the Draft Ground Lease Agreement anticipates leasing the subject property to the Museum for a fifty-five (55) year term, and solely for the establishment and operation of a Cuban Exile History Museum, as described below, with an adjacent open-space area, and affiliated parking (the "Museum Project"). The Cuban Exile History Museum shall feature exhibits in honor of the people who left the Republic of Cuba, along with a restaurant, meeting hall, classrooms and exhibition areas. The open-space area shall always be free to the general public; and

WHEREAS, the County hereby recognizes the various responsibilities that could be placed upon the Museum immediately upon the execution of a lease between the County and the Museum for the subject property, including but not limited to the obligation to pay rent and utilities, maintain the property, as well as secure various types of insurance. Thus, the County has elected to avoid having the Museum assume such responsibilities, as well as other obligations, prior to the time that the Museum has completed performing the various Milestones, as defined below, including, but not limited to, raising sufficient funding to construct the planned Museum Project on the property; and

WHEREAS, the Museum has estimated a preliminary capital cost of the planned Museum Project, of \$77 million, including contingencies; and

WHEREAS, the Museum understands and agrees that any lease negotiations in which it may engage, or has engaged, in with the County shall in no way or manner bind or otherwise commit or obligate the County until such Draft Ground Lease Agreement is actually entered into by the County; and

WHEREAS, the Parties agree that if the Museum fails to timely achieve the agreed upon Milestones, as specifically described in this Memorandum, the County shall be under no obligation to execute a Draft Ground Lease Agreement with the Museum, or otherwise enter into any lease with the Museum, and this Memorandum shall automatically terminate, without any obligations and/or responsibilities whatsoever to the Museum.

WHEREAS, the Museum recognizes that this Memorandum is a non-binding Memorandum, and that this non-binding Memorandum is solely for the benefit of the County and the Museum, and does not create any third-party beneficiaries; and

NOW, THEREFORE, in recognition of the forgoing recitation, which the Parties to this Memorandum both voluntarily acknowledge and agree that it accurately reflects the Parties' respective interests and concerns, including that this Memorandum sets forth the prerequisites for the Parties to execute and otherwise enter into the Draft Ground Lease Agreement.

AGREEMENT

1. INCORPORATION OF RECITALS:

The Parties agree that the foregoing recitals are true and correct and are incorporated into the body of this Memorandum, as if fully set forth herein.

2. PREMISES:

The subject property is an unimproved (vacant) parcel of land, which is commonly known as Parcel B, located in the City of Miami, which shall herein after be described as the "Premises," which consists of the following identifiers:

Folio Number:	01-3231-055-0020
Property Address:	400 N.E. 8 th Street, Miami, Florida
Legal Description:	MARITIME ARENA, PB 154-37 T-152, Tract B

The Premises is graphically depicted on the attached map, marked "Exhibit A," and which

is incorporated herein by reference.

3. DEFINITIONS:

a.) The words "Commence Construction" shall mean the later of the filing of the notice of commencement under Section 713.13, *Florida Statutes*, and the visible start of work for the Museum Project, including on-site utility, excavation, or soil stabilization work, excluding any work required as part of the Milestones, as described below. In order to meet the definition of "Commence Construction" a building permit shall have been approved by the appropriate jurisdiction, and there shall be the filing of the requisite notice(s) and the visible start of work after the Museum has received a building permit for the construction of the Museum Project.

b.) The words "Completion Date" shall mean the date forty-eight (48) months from the Effective Date of this Memorandum upon which the Museum intends to complete all of the various Milestones, as described below.

c.) The words "Cuban Exile History Museum" shall mean an institution that maintains, preserves, keeps, and otherwise conserves a collection of art, documents, artifacts, and objects for historical, cultural, educational, scientific, and artistic purpose(s) of people who have left the Republic of Cuba, which is made available for the viewing, examination, and enjoyment by the general public. The Cuban Exile History Museum, once constructed, shall be operated by the Museum, and/or an agent or vendor of the Museum, throughout the term of the Draft Ground Lease Agreement, as a museum featuring exhibits in honor of the people who left the Republic of Cuba, along with a restaurant, meeting hall, classrooms, and exhibition areas.

d.) The words "Development Concept" shall mean and refer to the overall site plan, building elevations, space plans, configuration of improvements and program summary, if any, as articulated for the Cuban Exile History Museum, in draft, which, in its current version as of the Effective Date is illustrated in "Exhibit C", and which is incorporated herein by reference.

e.) The term "Draft Ground Lease Agreement" shall mean that proposed ground lease agreement, which the County and the Museum have negotiated, and is now pending final approval and execution, for the authorized use of the Premises, for an initial term of fifty-five (55) years. The Draft Ground Lease Agreement is attached hereto, and marked "Exhibit B".

4. GENERAL REQUIREMENTS:

TERM AND NATURE OF MEMORANDUM

a.) Term – the County and the Museum agree that this Memorandum shall commence on the first day of the month following its approval by the Board of County Commissioners, and shall automatically terminate on the date the Parties enter into the Draft Ground Lease Agreement, or upon the forty-eight (48) month anniversary of the date that this Memorandum was entered into, unless this Memorandum is terminated earlier by either Party.

b.) Non-binding nature of this Memorandum. The County and the Museum agree that this Memorandum is intended to only express the expectations of the Parties, and not bind either Party to any obligation or responsibility. The Parties also acknowledge and agree that this Memorandum does not create any right or interest, intended, incidental, or otherwise, in or to the Premises, as described below, or in any third-party, including but not limited to, any prospective artists and/or exhibitor(s) to or for the Museum Project. The Parties agree that this Memorandum does not create for the County any type of obligation or responsibility and further, this Memorandum is solely for the benefit of the County and the Museum, and does not create any type of right or interest for any third-party beneficiary. As such, the Parties agree that no third-party may rely on, or file, or present any type of claim, action, cause of action, or suit based upon any term or condition in this Memorandum.

5. FUNDING FOR DEVELOPMENT OF THE MUSEUM PROJECT:

a.) Master Site Plan Phase. The Parties acknowledge that the Museum has contracted with R. E. Chisholm Architects, Inc. (the "Architect") for the master planning of the Museum Project consistent with the Development Concept. The Museum will be solely responsible for payment to the Architect, as further described in Sub-section b(i) below.

b.) Development of the Museum Project at no cost to the County. Consistent with its representations to the Board of County Commissioners, and the County's administration, the Museum acknowledges and agrees that it will be solely responsible to fully fund the design, planning, permitting, construction, and operations of the Museum Project. Additionally, to the extent the development of the Museum Project creates additional infrastructure costs to what is proposed and/or anticipated in the Draft Ground Lease Agreement, for example, exorbitant costs due to unforeseen circumstances, the Museum hereby acknowledges and agrees to solely fund such costs. The Museum shall also be responsible for any and all additional costs, foreseen or unforeseen, for the Museum Project, including establishing the supporting facilities, addressing any foundation issues, matters of environmental concern, designing parking facilities, staging, and all other development related issues for the Premises that are attributable to the cost of developing the Museum Project.

(i) The Museum acknowledges and agrees that as a condition precedent to the Architect undertaking any design work for the Museum Project, the Museum shall provide the County with an agreement between the Museum and the Architect for the full scope of design services, including the timetable for each design phase and costs of design services for the Museum Project, and documentation, satisfactory to the County, that the Museum has secured all of the funds (in cash) necessary for the Architect to undertake the full design of the Museum Project. If the required agreement and documentation is not submitted by the Museum to the County, as required by this Memorandum, as found in Section 7, then this Memorandum shall automatically terminate.

(ii) The Museum acknowledges and agrees that, as a condition precedent to the Museum issuing and awarding its construction solicitation documents for the selection of a general contractor for the construction of the Museum Project, the Museum shall first provide the

County with documentation, satisfactory to the County, that the Museum has secured all funds (in cash) for the full amount of the construction estimate based upon the completed, one hundred (100%) percent, construction documents for the Museum Project, inclusive of contingencies prior to construction (funds in cash must be available at the start of construction and cannot include pledges to be realized in the future).

(iii) The Museum will provide the County with thirty (30) days' advance notice of the date it plans to issue its solicitation documents for the selection of a general contractor for the construction of the Museum Project. The Museum shall issue solicitation documents seeking bids for the construction of the Museum Project pursuant to the Draft Ground Lease Agreement, with the bid documents delineating the responsibility of respective costs to the Museum. Once the Museum has received all bids and made a determination as to the lowest responsive and responsible bidder ("Contractor"), it shall provide the County with written notice of the construction cost of the Museum Project, which cost shall include contingencies (collectively referred to as "Museum Project Cost"). The Museum shall then have thirty (30) days to provide to the County, evidence, for example bank statements, or other documentation satisfactory to the County, of secured funds, in cash for the full amount of the Museum Project Cost. Provided that all prerequisites and approvals outlined in this Memorandum are accomplished, and the Museum timely indicates such security, then the County Mayor, or the County Mayor's designee, will authorize the Museum to award the construction contract to the Contractor for the construction of the Museum Project.

(iv) The Museum expressly understands and agrees that there is no financial commitment by the County for any funding relating to the pre-development and/or development of the Museum Project, and specifically the County shall have no responsibility or obligation for funding the design, planning, permitting, and/or construction of the Museum Project.

6. DEVELOPMENT OF THE MUSEUM PROJECT:

a.) Design Phase. The Museum shall appoint a representative who shall meet regularly with County staff (as determined by the County Mayor, or County Mayor's designee) and the Architect's representative throughout the master site plan and design phase in order to provide review of the design for the Museum Project. The Museum shall provide County with timely notice of any and all meetings with the Architect, and the County shall have the option to have a representative present during any or all such meetings. The Museum agrees that the County reserves the right to have the design and/or any plans for the Museum Project produced or changed to ensure that the impact of the Museum Project upon tenants, and/or the activities of the tenants, occupying the American Airlines Arena is to the least extent as possible, as determined by the County.

b.) Naming Rights. In consideration of the Museum's significant funding commitment for the design, planning, permitting, construction, and operation of the Museum Project, the Parties agree that the Museum shall have all naming rights in connection with the Museum Project. Parties acknowledge and agree that all funds raised by the Museum's receipt of naming rights to the Museum Project shall be kept by the Museum to be used for the Museum

Project, and is directly related to its ability to fundraise for the Museum Project and thus agree that this is a material provision of this Memorandum. The Parties acknowledge and agree that all funds raised by the sale and/or licensing of naming rights shall be used solely to support the Museum Project. Notwithstanding the foregoing, the Museum agrees to consult with the County prior to pursuing any fundraising and/or sponsorship efforts and, that in pursuing and securing such efforts, it shall not (i) enter into any contract, arrangement, or transaction that conflicts with any County fundraising/donor/sponsor relationships; (ii) incur any debt or obligation on behalf of the County; (iii) enter into any contract, arrangement or transaction which binds the County to any extent or creates any obligation on the County; (iv) utilize the County's name, credit, reputation, good-will, resources and/or assets for any purpose without prior and explicit written approval of the County, as applicable; and/or (v) make public statements on behalf of the County without prior and explicit written approval from the County.

c.) Management. The Museum agrees to be solely responsible for the management of the Museum Project. For the purpose of clarification, the Parties agree that the Museum shall provide professional management services for the Museum Project on an exclusive basis using the highest degree of professionalism, and shall not rely upon any funding or revenues from the County in order to do so. The Museum's management authority for the Museum Project shall include, but shall not be limited to, the establishment and control of: (i) rental rates of facilities housed within the Museum Project, ticket prices, concession sales rates for concessions within the Museum Project, and all other fees and rates incidental to the operation of the Cuban Exile History Museum, to ensure sufficient funding for the construction of the Museum Project; (ii) booking policies to govern the use of the Museum Project; (iii) procedures for handling ticket sales revenues and other box office receipts generated by the Museum Project; and (iv) vendor selection and other hiring procedures for the Museum Project. The Museum shall also provide documentation relating to all accounting, advertising, public relations, and legal services required for the Museum Project, including expected revenues to repay any construction debt. And further, the Museum shall provide the County with evidence of any and all expected costs for utilities, water, sewer, trash and garbage collection, as well as all expected maintenance, security, and janitorial services that may be required as part of the Museum Project.

d.) Development of the Museum Project. The Museum shall, as part of the Museum Project, develop architectural designs and construction plans that will facilitate the premier, and most relevant, programming, production and presentation decisions, provide teaching, learning and research opportunities for the public and ensure that exhibitions and programs will be of the highest caliber when presented. Furthermore, the Museum acknowledges that it is its intent to provide the public with a robust educational program and to conduct programs that create a vibrant cultural destination, both inside and outside of the Cuban Exile History Museum.

e.) American Airlines Arena (AAA) and the Museum. The Parties agree that it is envisioned that the American Airlines Arena ("AAA"), and the manager of the AAA, will have certain defined benefits with the Museum that may be negotiated and included in a separate agreement between the AAA manager and the Museum for AAA's manager, patrons, vendors, and the community. Anticipated benefits may include, but are not be limited to, joint marketing,

signage and promotion; occasional use of the facilities for restaurant, office space, meetings, classes, events, exhibitions, lectures, symposia, conferences, ceremonies, and other benefits necessary to advance AAA, the tenant(s) occupying the AAA, the County, and the Museum. Notwithstanding the foregoing, the Museum, to the greatest extent possible, shall endeavor to meet regularly with the AAA manager and work collaboratively to ensure that the Museum's activities do not conflict with the events in and about the AAA, avoid overcrowded parking, and otherwise adversely affect the overall Museum Project or the AAA. In the case that the Parties are unable to resolve any such conflict, the Museum hereby acknowledges and agrees that the County shall be the final arbiter as to how the conflict shall be resolved.

f.) Parking. The Parties acknowledge and understand that the parking facilities on the Premises will be designed and developed consistent with the Development Concept, by the Museum. The Parties acknowledge and understand that the cost of designing, planning, permitting, constructing, as well as ultimately operating and maintaining parking facilities is the responsibility of the Museum. In facilitating its budget, the Museum hereby acknowledges and agrees that any and all parking rates for the AAA, and the tenant(s) occupying the AAA, including their employees, customers, patrons, and/or vendors and agents shall be determined by the County, specifically the County's published parking rates for Valet Parking, as later defined, which is \$1,100.00 per day, and for Staging, as later defined, which is \$550.00 per day, which rates shall be implemented beginning in 2017. The aforementioned rates for both Valet Parking and for Staging shall automatically increase annually by three (3%) percent, on the first (1st) day of January, of each year, without any notice from the Landlord. Further, upon the prior advanced written notice by the manager for the AmericanAirlines Arena, the Museum hereby acknowledges and agrees that it shall cooperate with the County in order to determine how many and how often parking spaces and/or areas shall be reasonably set aside for surface parking spaces for Valet Parking, and for Staging, for the AAA, and the tenant(s) occupying the AAA, for events occurring at the AAA. Valet Parking is defined as parking for patrons, customers, and/or employees of the AmericanAirlines Arena which involves parking for a fee, or as an added benefit, irrespective of whether or not the parking is performed by an employee of the AmericanAirlines Arena, or by the employees of one (1) of the tenants/occupants in the AmericanAirlines Arena, or by a third-party valet service, or by the owner/driver of the vehicle (self-parking). Staging is defined as the use of the parking area for parking vehicles and storing equipment, which vehicles and/or equipment is associated with an event taking place within the AmericanAirlines Arena, such as the trucks needed to carry the materials and equipment for *Disney on Ice*. The County shall request that the AAA, and the tenant(s) of the AAA, provide, at least on a quarterly basis, the Museum with a list of all upcoming events at the AAA. Parking will be open at all times, subject to construction and safety requirements, to the general public, but between the general public and workers constructing the Museum Project, priority may be given to the workers constructing the Museum Project.

g.) Revenues. It is the intent of the Parties that the Museum will have the authority and responsibility over the construction, development, and day-to-day operation of the Museum Project. The County and the Museum agree that the County shall not be entitled to revenues generated by the Museum Project, or once completed, the Cuban Exile History Museum and/or the parking facilities.

7. MUSEUM RESPONSIBILITIES:

a.) Utilizing its own funds, the Museum plans to construct, maintain, and operate the Museum Project in accordance with the Development Concept attached hereto as Exhibit C (although the County retains the right to change, amend, or modify the Development Concept, at any time, in order to conform to building code requirements, other governmental requirements, to ensure continued use and feasibility with the tenant(s) of the AAA, and/or for aesthetic or sightline purposes).

b.) During the term of this Memorandum, the Museum agrees that it shall perform the following "Milestones" within the prescribed time periods, beginning upon the Effective Date, and strictly for the forty-eight (48) month period following the anniversary of the Effective Date (the Completion Date). Further, the Museum shall deliver a notice to the County indicating the date that it plans to actually commence performing the Milestones, and deliver a second notice to the County on the date that it has commenced performing the Milestones.

1. Within twelve (12) months of the Effective Date, the Museum, at its sole cost and expense, shall provide the County with all of the following:

i.) The Museum shall provide the County with an agreement between the Museum and the Architect for the full scope of design services, including the timetable for each design phase and costs of design services for the Museum Project, and documentation, satisfactory to the County, that the Museum has secured all of the funds (in cash) necessary for the Architect to undertake the full design of the Museum Project; and

ii.) A report describing the status of the Museum's fund raising efforts for the construction and operation of the Cuban Exile History Museum substantiating that \$3 million in cash and \$4 million in pledges have been secured for the Museum Project; and

iii.) A copy of the final soil boring test for compaction capabilities and soil condition; and

iv.) A copy of all environmental reports (Phase I and any Phase II Assessments) and any and all permits from the County's Regulatory and Economic Resources (RER) department, if applicable; and

v.) A letter from Museum's attorney, or from the City of Miami, stating that the Premises is properly zoned for the proposed Museum Project. If the Premises is not properly zoned for the construction of a Museum Project, in accordance with the Development Concept, then the Museum shall file the necessary documentation to re-zone the Premises, and/or seek the appropriate waiver(s), variances, and/or warrants to obtain a building permit to construct a museum on the Premises (the County, solely in its capacity and limited role as a landowner, at Museum's sole cost and expense, is willing to participate in any necessary zoning modification or variance during the period commencing on the Effective Date and ending forty-eight (48) months thereafter).

2. Within twenty-four (24) months of the Effective Date, the Museum, at its sole cost and expense, shall provide the County with all of the following:

i.) The Museum shall provide the County with a copy of preliminary, fifty (50%) percent, architectural drawings, construction plans, including elevations, which shall have been prepared by the Architect, or another architect licensed to perform such work in the State of Florida. Further, within thirty (30) days of the Museum's receipt of any architectural drawings, the Museum will provide the County with probable construction estimates for the Museum Project from an independent construction cost estimating firm at the end of each phase of design: schematic design, design development; and

ii.) A report describing the status of the Museum's fund raising efforts for the construction and operation of the Cuban Exile History Museum, substantiating that \$8 million in cash and \$9 million in pledges have been secured for the Museum Project;

3.) Within thirty-six (36) months of the Effective Date, the Museum, at its sole cost and expense, shall provide the County with all of the following:

i.) The Museum shall provide the County with a copy of the structural, mechanical, and electrical drawings; and

ii.) A copy of preliminary, seventy-five (75%) percent, architectural drawings, construction plans, including elevations, which shall have been prepared by the Architect, or another architect licensed to perform such work in the State of Florida. Further, within thirty (30) days of the Museum's receipt of any architectural drawings, the Museum will provide the County with probable construction estimates for the Museum Project from an independent construction cost estimating firm at the end of each phase of design: schematic design, design development; and

iii.) A report describing the status of the Museum's fund raising efforts for the construction and operation of the Cuban Exile History Museum, substantiating that \$18 million in cash and \$19 million in pledges have been secured for the Museum Project;

4.) Within forty-eight (48) months of the Effective Date, the Museum, at its sole cost and expense, shall provide the County with all of the following:

i.) The Museum shall provide the County with a copy of the fully executed contract for the general contractor; and

ii.) Evidence that the Museum is ready to generate \$77 million in cash to Commence Construction of the Museum Project, consistent with the Development Concept, by substantiating that \$38 million in cash and \$39 million in financing underwritten by pledges have

been secured for the Museum Project; and

iii.) A copy of the completed one hundred (100%) percent, architectural drawings, construction plans, including elevations, which shall have been prepared by the Architect, or another architect licensed to perform such work in the State of Florida, along with completed building department (City of Miami building department) applications and any permits that have been received. Further, within thirty (30) days of the Museum's receipt of any architectural drawings, the Museum will provide the County with probable construction estimates for the Museum Project from an independent construction cost estimating firm at the end of each phase of design: schematic design, design development; and

iv.) A professionally prepared, five-year operating forecast completed by an independent firm, with expertise in museum operational budgeting, demonstrating the feasibility of the Museum operating the Museum Project, with no operational or other financial support from the County; and

v.) A letter certifying that it has timely completed all of the needed requirements to meet the terms and conditions of the Milestones, including written verification, to the satisfaction of the County, that the Museum has all of the funds in cash necessary for construction and notification to the County of the date that it plans to Commence Construction of the Museum Project. Museum agrees that it shall not Commence Construction of the Museum Project during the term of this Memorandum, for any reason whatsoever.

vi.) Museum acknowledges and agrees that if the terms and conditions outlined in subsection 4(v) above are not met within the forty-eight (48) months from the date of the Effective Date, this Memorandum shall be terminated.

5.) Museum acknowledges and agrees that during the period in which it is performing the various Milestones, that prior to entering the Premises to perform any work thereon, that it shall secure from the County an Access Agreement, which shall describe what the Museum is permitted to do on the Premises, and the necessary requirements that the Museum must perform, including, but not limited to, securing insurance acceptable to the County's Risk Management Division.

6.) The Museum acknowledges and agrees that it will timely comply with all of the requirements found in this Memorandum, and that failure to do so shall be an event of default, and if an event of default occurs the Museum's right to enter into the Draft Ground Lease Agreement shall be automatically terminated without any further action of the County.

7.) The Museum agrees that should it be delayed in complying with any of the Milestones, and believes that such delay is subject to *force majeure*. Then the County, based upon the following principles of *force majeure* shall determine if additional time is warranted. *Force majeure* shall mean when the Museum and/or the County shall be excused for the period of any delay and shall not be deemed in default with respect to the performance of any of the milestone requirements, covenants, and conditions of this Memorandum when prevented from so doing by cause or causes beyond Museum's or County's control, excluding filing of bankruptcy,

but which shall include, without limitation, all labor disputes, governmental regulations or controls, fire or other casualty, acts of God, or any other cause, whether similar or dissimilar to the foregoing, not within the control of Museum or County. However, in order for the Museum or County to claim or otherwise take advantage of *force majeure*, such Party must first notify the other Party in writing of the event, and then secure from the other Party a written acknowledgement that the other Party recognizes the existence of an event of *force majeure*. Further, the County or Museum, as applicable, shall only be entitled to an extension of time, equal to the exact same period of the *force majeure* delay to complete its duty to perform under the terms and conditions of this Memorandum.

8.) Cost, Fees, and Expenses. The Museum agrees that the County does not intend, and shall not be responsible, for any of the costs, fees, and/or expenses associated with the Museum performing any of the Milestones.

9.) Draft Ground Lease Agreement. The County and the Museum anticipate entering the Draft Ground Lease Agreement in the future for the authorized use of the Premises, so long as the Museum has timely completed all of the aforementioned Milestones. As stated elsewhere in this Memorandum, the Draft Ground Lease Agreement shall only be entered into after the Museum timely completes the various Milestones.

8. COUNTY AS SOVEREIGN:

The Parties understand and expressly hereby agree that the Museum Project is subject to various governmental considerations and approvals that are outside of the terms and conditions of this Memorandum. Such considerations and approvals may be processed or considered by one or various agencies and/or departments of the County in the normal course of business for those agencies and/or departments. The Parties agree that the County shall not be liable in any manner, whatsoever, to any other Party or person for the exercise of its governmental authority, regulatory powers, and/or police powers.

a.) It is expressly understood that notwithstanding any provision of this Memorandum and the County's status thereunder:

(i) The County retains all of its sovereign prerogatives and rights as a county under Florida laws and shall in no way be estopped or otherwise prevented 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 Museum Project, or be liable for the same; and

(ii) The County shall not by virtue of this Memorandum be obligated to grant the Museum 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, construction, development and/or operation of the Museum Project.

b.) Notwithstanding and prevailing over any contrary provision in this

Memorandum, any County covenant or obligation that may be contained in this Memorandum, including but not limited to the following:

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

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

(iii) To apply for or assist the Museum in applying for any County, City or third-party permit or needed approval; or

(iv) To contest, defend against, or assist the Museum in contesting or defending against any challenge of any nature; shall not bind the Miami-Dade County Board of County Commissioners, the County's Regulatory and Economic Resources (RER) department, 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 County or other applicable governmental agencies in the exercise of its police powers; and the County shall be released and held harmless, by the Museum from any liability, responsibility, claims, consequential or other damages, or losses for the construction of the Museum Project, including any related improvements, 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 for the start and/or completion of the construction of the Museum Project may require the County to exercise its quasi-judicial powers, regulatory authority and/or police powers. Notwithstanding any other provision of this Memorandum, the County shall have no obligation to approve, in whole or in part, any application for any type of permit, license, certificate of completion, certificate of occupancy, entitlement, variance, accommodation, waiver, etc. The County's obligation to use reasonable good faith efforts in the processing and obtaining of such matters shall not extend to any exercise of quasi-judicial powers, regulatory authority and/or police powers, and shall be limited solely to discretionary ministerial actions, not including the timely acceptance and processing of any applications. Moreover, in no event shall a failure of the County to adopt or approve any application, process any matter in a timely manner or not, and/or failure to provide any type of payment or reimbursement be construed as a breach or default of this Memorandum.

9. GOVERNING LAW:

This Memorandum, including any exhibits and/or amendments or modifications, shall be governed and construed in accordance with the laws of the State of Florida, and venue shall be the courts of Miami-Dade County, Florida.

10. EARLY TERMINATION:

Subject to other sections of this Memorandum, this Memorandum may be terminated, with or without cause, prior to its expiration date at any time upon the mutual consent of both

Parties or unilaterally by either Party upon no less than thirty (30) calendar days' notice (in the case of the County, by a resolution of the Board of County Commissioners).

11. INVALIDITY:

If any part of this Memorandum shall be determined to be invalid or unenforceable, the remainder of this Memorandum shall not be affected thereby if such remainder conforms to the terms and requirements of applicable law, and to the intent of the Parties to the Memorandum.

12. NOTICES:

All notices, requests, demands, consents, approvals and any other communications which are required to be served or given hereunder, shall be in writing and shall be hand delivered with a request for proof of delivery, or sent either by a nationally recognized overnight carrier (i.e., FedEx or DHL), or by registered or certified U.S. mail, return receipt requested, postage prepaid, addressed to the Party to receive such notices as follows:

County:

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

with a copy of all notices to:

Miami-Dade County
Department of Cultural Affairs
111 N.W. First Street, Suite 625
Miami, Florida 33128
Attention: Director

with a copy of all notices to:

Office of the County Attorney
111 N.W. First Street, 28th Floor
Miami, Florida 33128
Attention: County Attorney

Museum:

Cuban Exile History Museum, Inc.
1528 Palermo Avenue
Coral Gables, Florida 33134
Attention: President

Any Party may, by written notice given as aforesaid, change its address for all subsequent notices. Notices given in compliance with this section, sent by the United States postal service,

shall be deemed given when placed in the mail.

13. The Museum hereby acknowledges and agrees that prior to the design stage of the Project, it shall secure and maintain throughout the remainder of the term of this Memorandum, the following insurance coverage, as evidenced by a Certificate of Insurance, in which Miami-Dade County must be shown as an additional insured with respect to such coverage.

A. Professional Liability Insurance in the name of the Museum, or the licensed design professional employed by the Museum, in an amount not less than \$500,000 per claim.

14. ASSIGNABILITY:

The Parties hereby agree that this Memorandum is nontransferable and non-assignable, by the Parties, in whole, or in part.

15. AMENDMENT TO THIS MEMORANDUM:

This Memorandum cannot be changed, modified or otherwise amended without the mutual consent of the Museum and the prior approval of the Board of County Commissioners, which shall occur only in its sole discretion, and only as evidenced by a resolution.

16. ENTIRE UNDERSTANDING:

This Memorandum represents the entire understanding between the Parties hereto with regard to the Museum Project and the Premises upon which it is expected to be located.

17. SUBSEQUENT APPROVALS:

The Parties acknowledge and agree that, in addition to all the conditions set forth in this Memorandum, subsequent agreements are subject to the approval of the Board of County Commissioners, and shall be subject to all concurrency approvals, zoning/title restrictions, and local community consensus to the Museum Project, as well as all other required approvals, including, but not limited to, other governmental approvals.

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

IN WITNESS WHEREOF, the County and the Museum have made and executed this Memorandum by their respective and duly authorized officers the day and year first above written.

COUNTY:
MIAMI-DADE COUNTY, FLORIDA, a political subdivision of the State of Florida by its Board of County Commissioners

By: _____

Date signed by County: _____

ATTEST:
HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved for Legal Sufficiency

MUSEUM:
CUBAN EXILE HISTORY MUSEUM, INC. a Florida not-for-profit corporation

Signed and Sealed in the Presence of the following witnesses:

By: Nicolas J. Gutierrez, Jr.
Name: Nicolas J. Gutierrez, Jr.
Title: Secretary

Alex Baugier
Print Name: Alex Baugier

Isabella Injilto
Print Name: Isabella Injilto

EXHIBIT A
Map of Premises

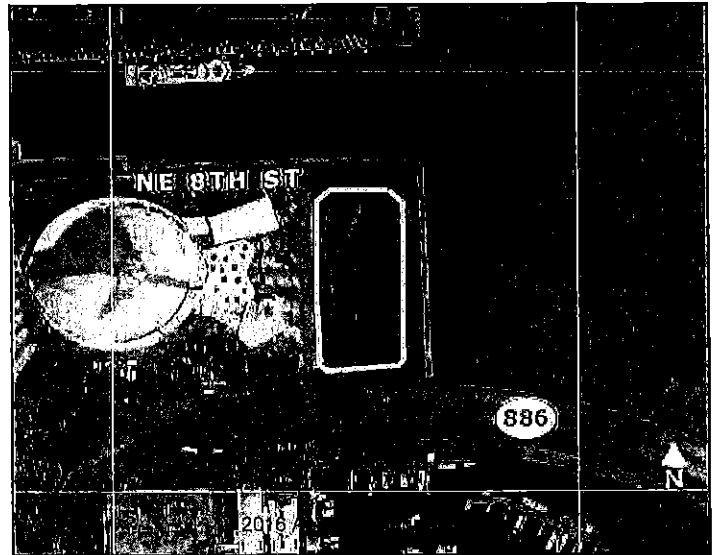


OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On : 11/8/2017

Property Information	
Folio:	01-3231-055-0020
Property Address:	400 NE 8 ST Miami, FL 33132-0000
Owner	MIAMI-DADE COUNTY GSA R/E MGMT
Mailing Address	111 NW 1 ST STE 2460 MIAMI, FL 33128-1929
PA Primary Zone	8002 PARKS & RECREATION
Primary Land Use	8066 VACANT GOVERNMENTAL ; EXTRA FEA OTHER THAN PARKING
Beds / Baths / Half	0 / 0 / 0
Floors	0
Living Units	0
Actual Area	0 Sq.Ft
Living Area	0 Sq.Ft
Adjusted Area	0 Sq.Ft
Lot Size	120,485 Sq.Ft
Year Built	0



Assessment Information			
Year	2017	2016	2015
Land Value	\$12,048,500	\$12,048,500	\$12,048,500
Building Value	\$0	\$0	\$0
XF Value	\$27,729	\$28,036	\$27,523
Market Value	\$12,076,229	\$12,076,536	\$12,076,023
Assessed Value	\$9,743,280	\$8,857,528	\$8,052,299

Benefits Information				
Benefit	Type	2017	2016	2015
Non-Homestead Cap	Assessment Reduction	\$2,332,949	\$3,219,008	\$4,023,724
County	Exemption	\$9,743,280	\$8,857,528	\$8,052,299

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

Short Legal Description	
MARITIME ARENA PB 154-37 T-20152 TR B LOT SIZE 2.766 AC ML FAU 01-0100-000-0121	

Taxable Value Information			
	2017	2016	2015
County			
Exemption Value	\$9,743,280	\$8,857,528	\$8,052,299
Taxable Value	\$0	\$0	\$0
School Board			
Exemption Value	\$12,076,229	\$12,076,536	\$12,076,023
Taxable Value	\$0	\$0	\$0
City			
Exemption Value	\$9,743,280	\$8,857,528	\$8,052,299
Taxable Value	\$0	\$0	\$0
Regional			
Exemption Value	\$9,743,280	\$8,857,528	\$8,052,299
Taxable Value	\$0	\$0	\$0

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description

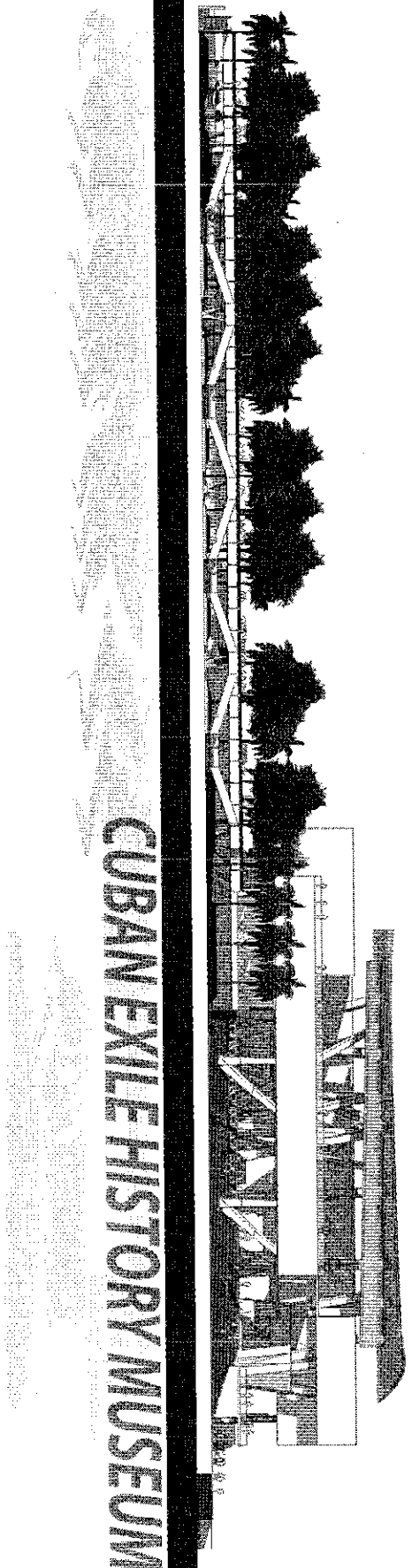
The Office of the Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at <http://www.miamidade.gov/info/disclaimer.asp>

Version:

EXHIBIT B
Draft Ground Lease Agreement

**CUBAN EXILE HISTORY MUSEUM
GROUND LEASE**

EXHIBIT C
Development Concept



CUBAN EXILE HISTORY MUSEUM

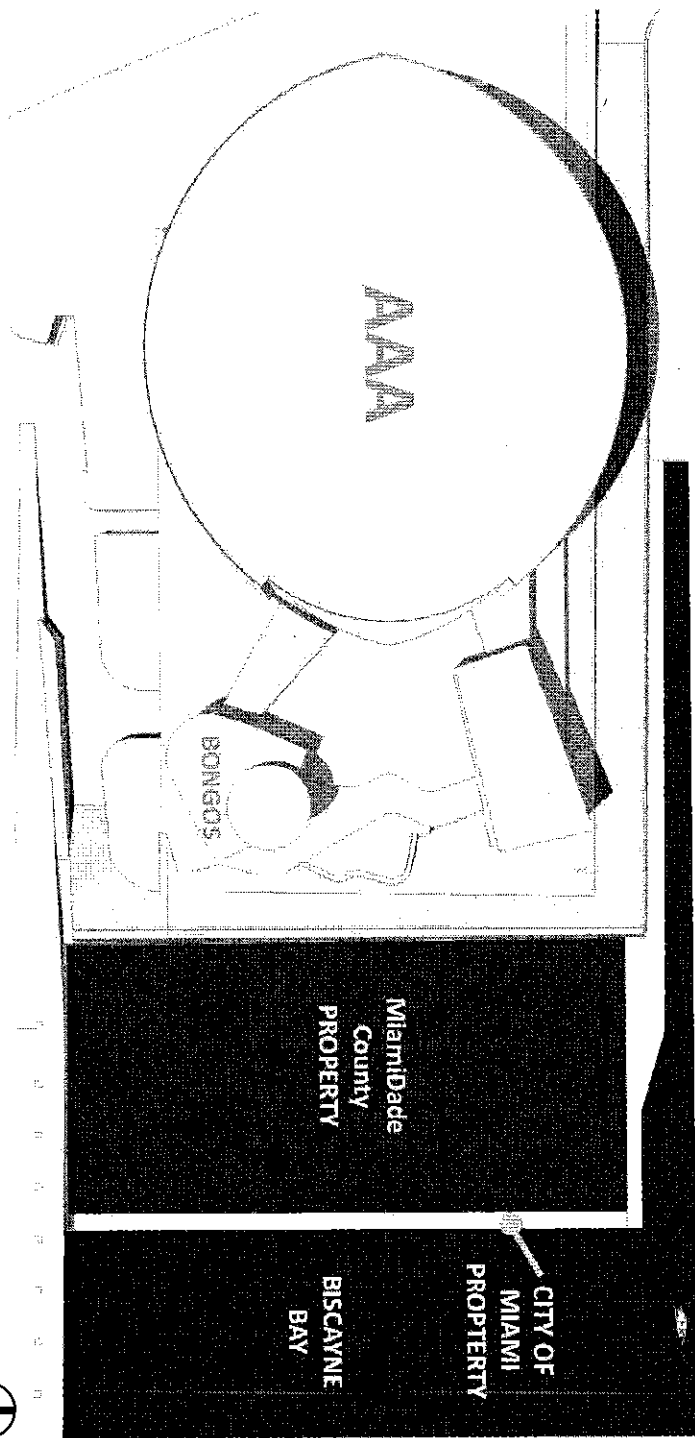
20

CHISHOLM
08.05.16

GRAPHICS ARE FOR FEASIBILITY ANALYSIS AND TO DETERMINE POTENTIAL OF PARCEL B FOR THE DESIGN AND CONSTRUCTION OF THE CEHM AND ANCILLARY USES. THIS CONCEPT WILL BE SUBJECT TO CHANGES AND REVISIONS BASED ON THE FINAL PROGRAMMING AND DESIGN OF THIS PROJECT.

CEHM SITE
CONCEPTUAL SKETCH
CONCEPTUAL SCHEMATICS

CUBAN EXILE HISTORY MUSEUM
 GRAPHICS ARE FOR FEASIBILITY ANALYSIS AND TO DETERMINE POTENTIAL OF PARCEL B FOR THE DESIGN AND CONSTRUCTION OF THE CEHM AND ANCLLARY USES. THIS CONCEPT WILL BE SUBJECT TO CHANGES AND REVISIONS BASED ON THE FINAL PROGRAMMING AND DESIGN OF THIS PROJECT.



- 80,000 sf museum
- Three museum levels
- Translucent acrylic roof system
- Memorial wall
- Research library
- Exhibit galleries and outside spaces
- 5,000 sf visitor center
- 5,000 sf restaurant
- Roofed courtyard
- 300 — seat theater
- 4,000 sf gift shop
- Rooftop terraces.
- 200 — vehicle parking garage
- Soccer field on North side
- Open air parking on South side

CHISHOLM
 08.05.16

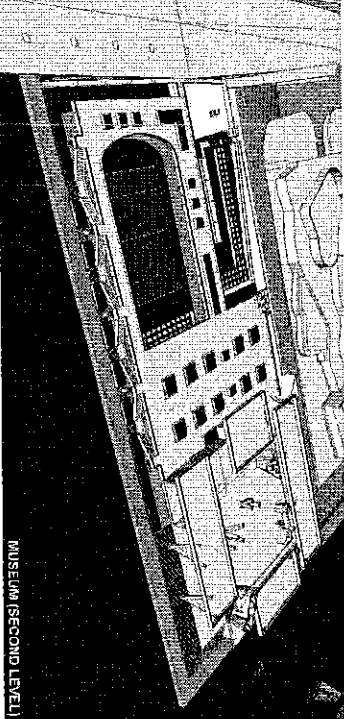
CEHM LEVELS



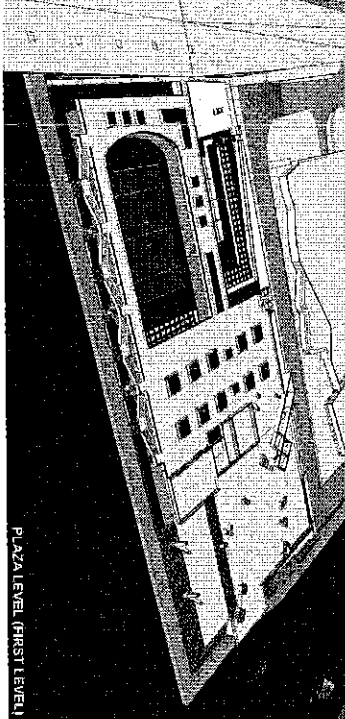
AXONOMETRICS CONCEPTUAL SCHEMATICS

CUBAN EXILE HISTORY MUSEUM

GRAPHICS ARE FOR FEASIBILITY ANALYSIS AND TO DETERMINE POTENTIAL OF PARCEL B FOR THE DESIGN AND CONSTRUCTION OF THE CEHM AND ANCLLARY USES. THIS CONCEPT WILL BE SUBJECT TO CHANGES AND REVISIONS BASED ON THE FINAL PROGRAMMING AND DESIGN OF THIS PROJECT.



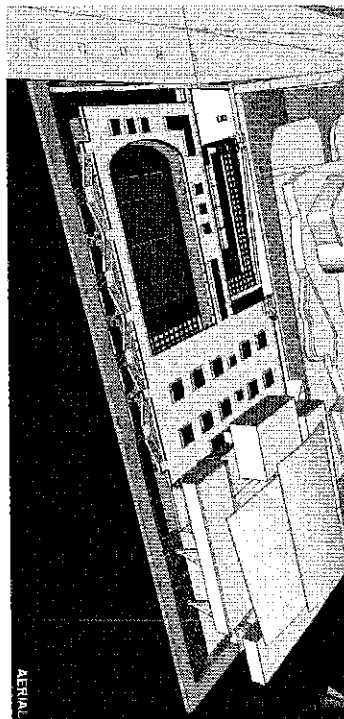
MUSEUM (SECOND LEVEL)



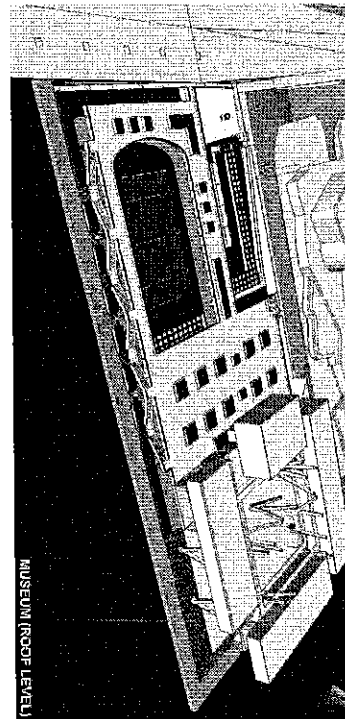
PLAZA LEVEL (FIRST LEVEL)



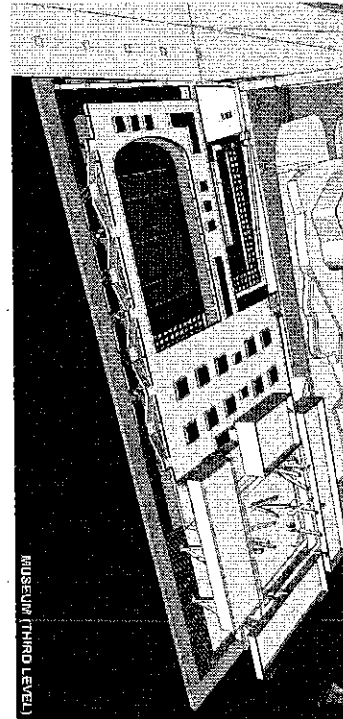
PARKING LEVEL (GRADE)



MUSEUM (THIRD LEVEL)



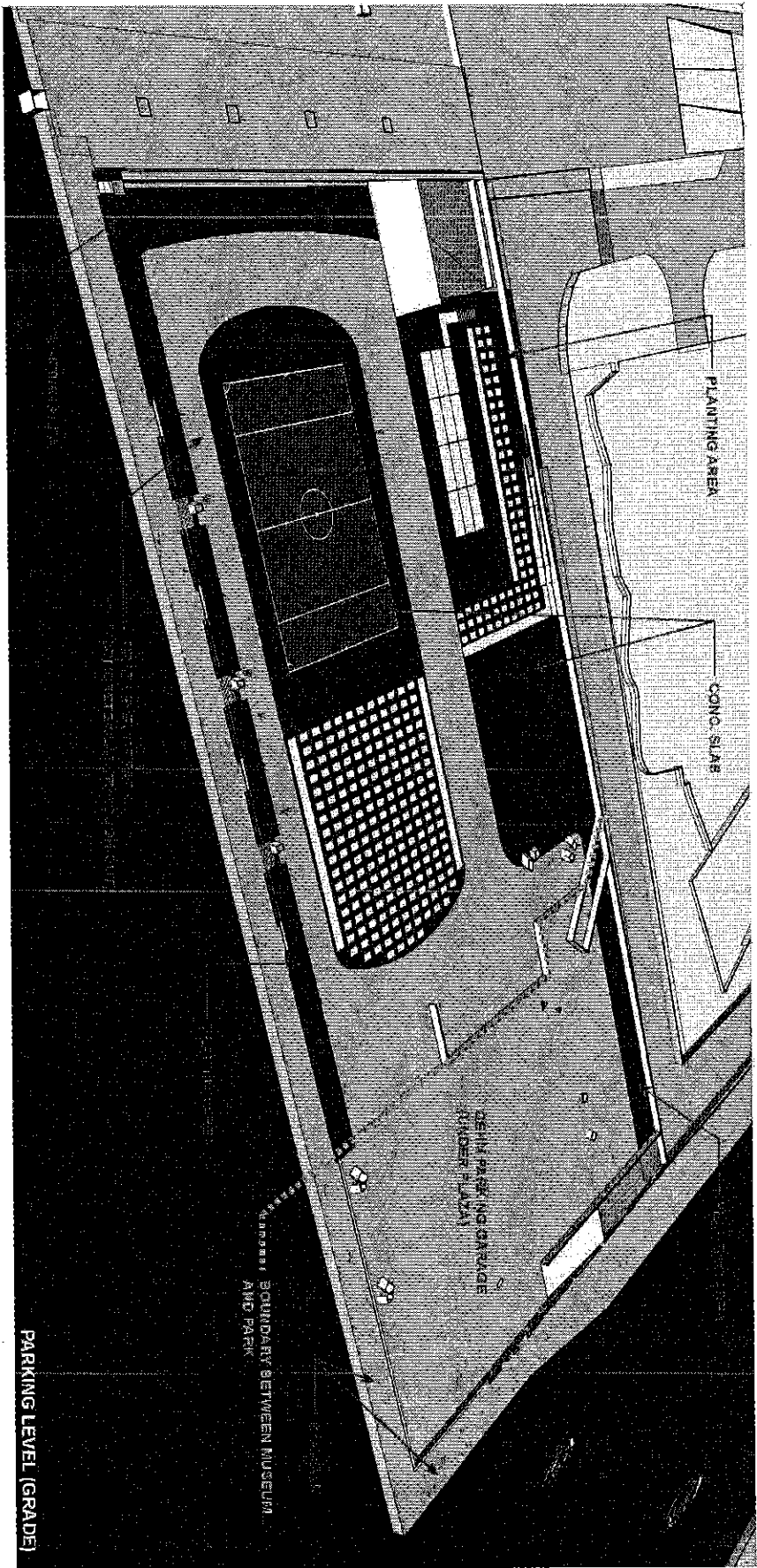
MUSEUM (ROOT LEVEL)



AERIAL

CHISHOLM

08.05.16



PARKING LEVEL (GRADE)

CEHM LEVELS



PARKING LEVEL (GRADE)
 CONCEPTUAL SCHEMATICS

CUBAN EXILE HISTORY MUSEUM
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CHISHOLM

08.05.16

CEHM LEVELS

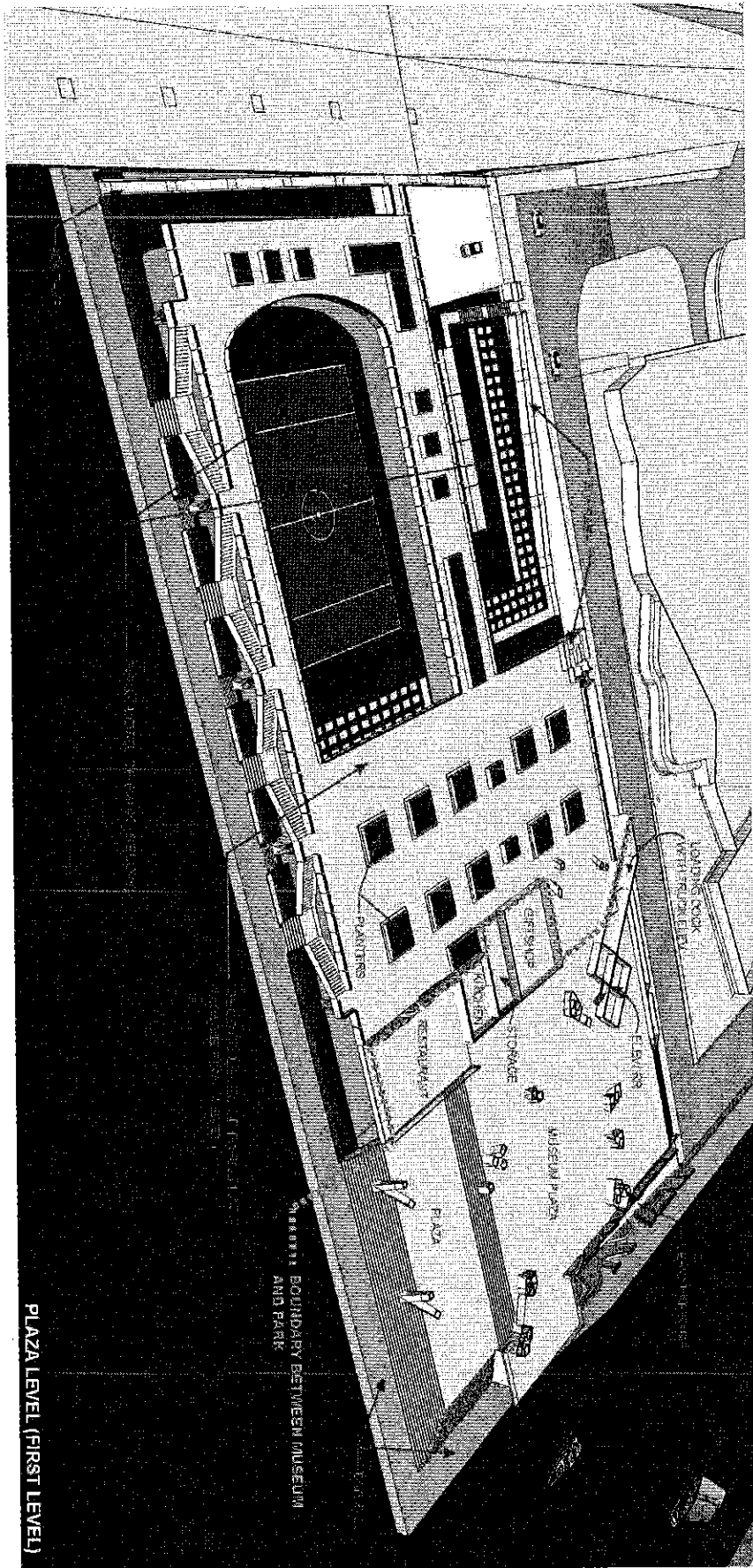


PLAZA LEVEL (FIRST LEVEL)

CONCEPTUAL SCHEMATICS

CUBAN EXILE HISTORY MUSEUM

GRAPHICS ARE FOR FEASIBILITY ANALYSIS AND TO DETERMINE POTENTIAL OF PARCEL 9 FOR THE DESIGN AND CONSTRUCTION OF THE CEHM AND ANCILLARY USES. THIS CONCEPT WILL BE SUBJECT TO CHANGES AND REVISIONS BASED ON THE FINAL PROGRAMMING AND DESIGN OF THIS PROJECT.



PLAZA LEVEL (FIRST LEVEL)

CHISHOLM

08.05.16

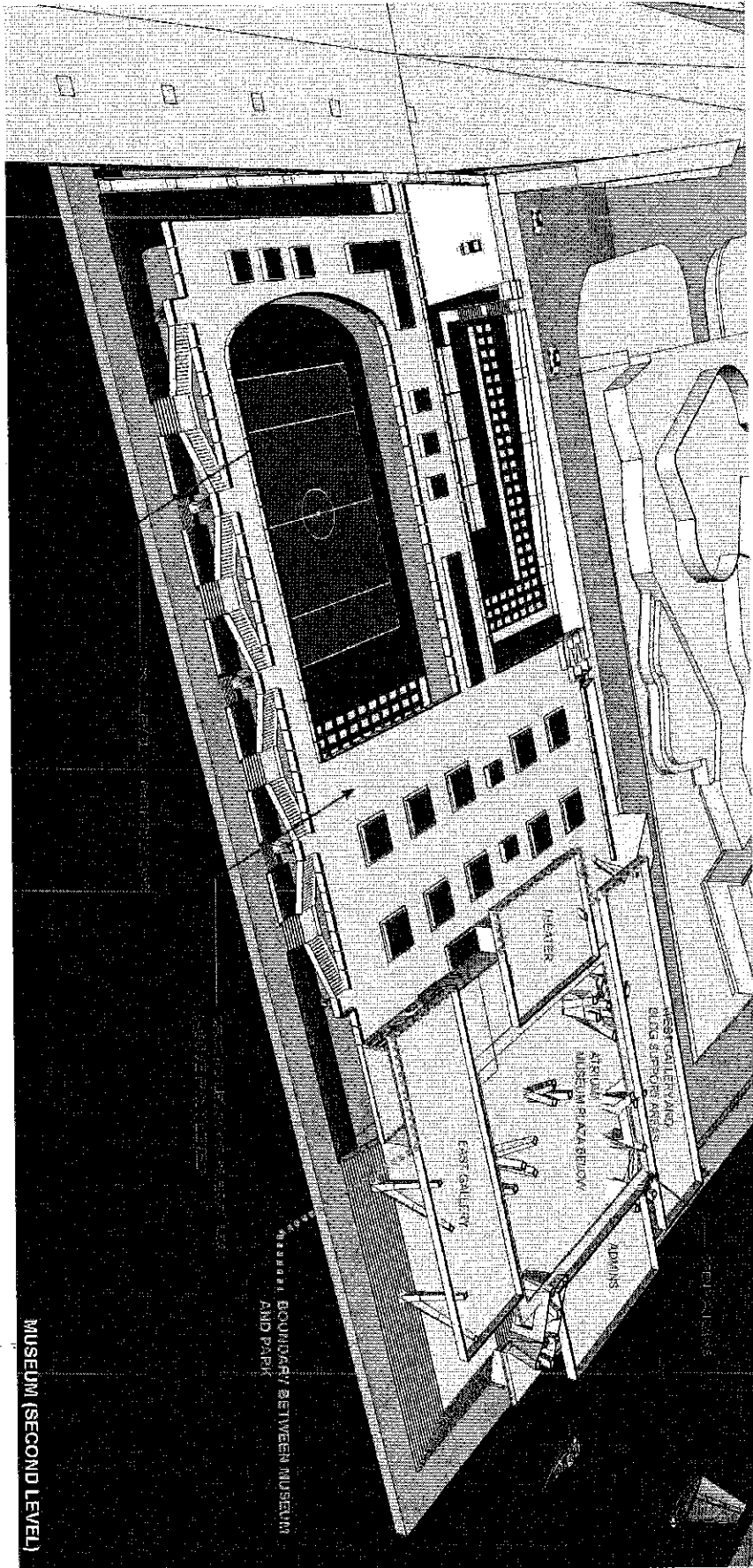
CEHM LEVELS



MUSEUM (SECOND LEVEL) CONCEPTUAL SCHEMATICS

DUBAI EXILE HISTORY MUSEUM

GRAPHICS ARE FOR FEASIBILITY ANALYSIS AND TO DETERMINE POTENTIAL OF PARCEL 8 FOR THE DESIGN AND CONSTRUCTION OF THE CEHM AND ANCILLARY USES. THIS CONCEPT WILL BE SUBJECT TO CHANGES AND REVISIONS BASED ON THE FINAL PROGRAMMING AND DESIGN OF THIS PROJECT.



MUSEUM (SECOND LEVEL)

CHISHOLM

08.05.16

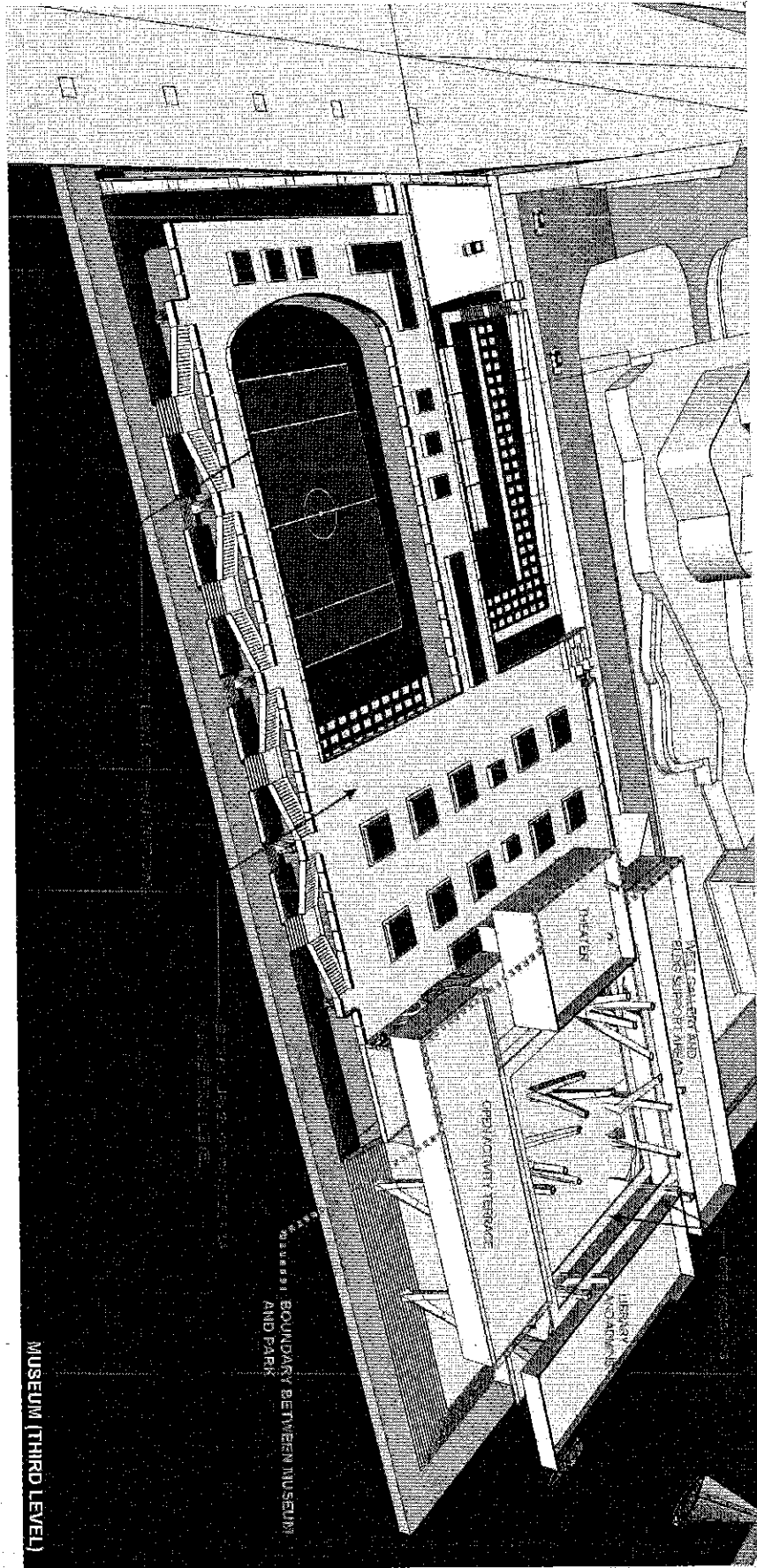
CEHM LEVELS



MUSEUM (THIRD LEVEL)
CONCEPTUAL SCHEMATICS

CUBAN EXILE HISTORY MUSEUM

GRAPHICS ARE FOR FEASIBILITY ANALYSIS AND TO DETERMINE POTENTIAL OF PARCEL, B FOR THE DESIGN AND CONSTRUCTION OF THE CEHM AND ANCLLARY USES. THIS CONCEPT WILL BE SUBJECT TO CHANGES AND REVISIONS BASED ON THE FINAL PROGRAMMING AND DESIGN OF THIS PROJECT.



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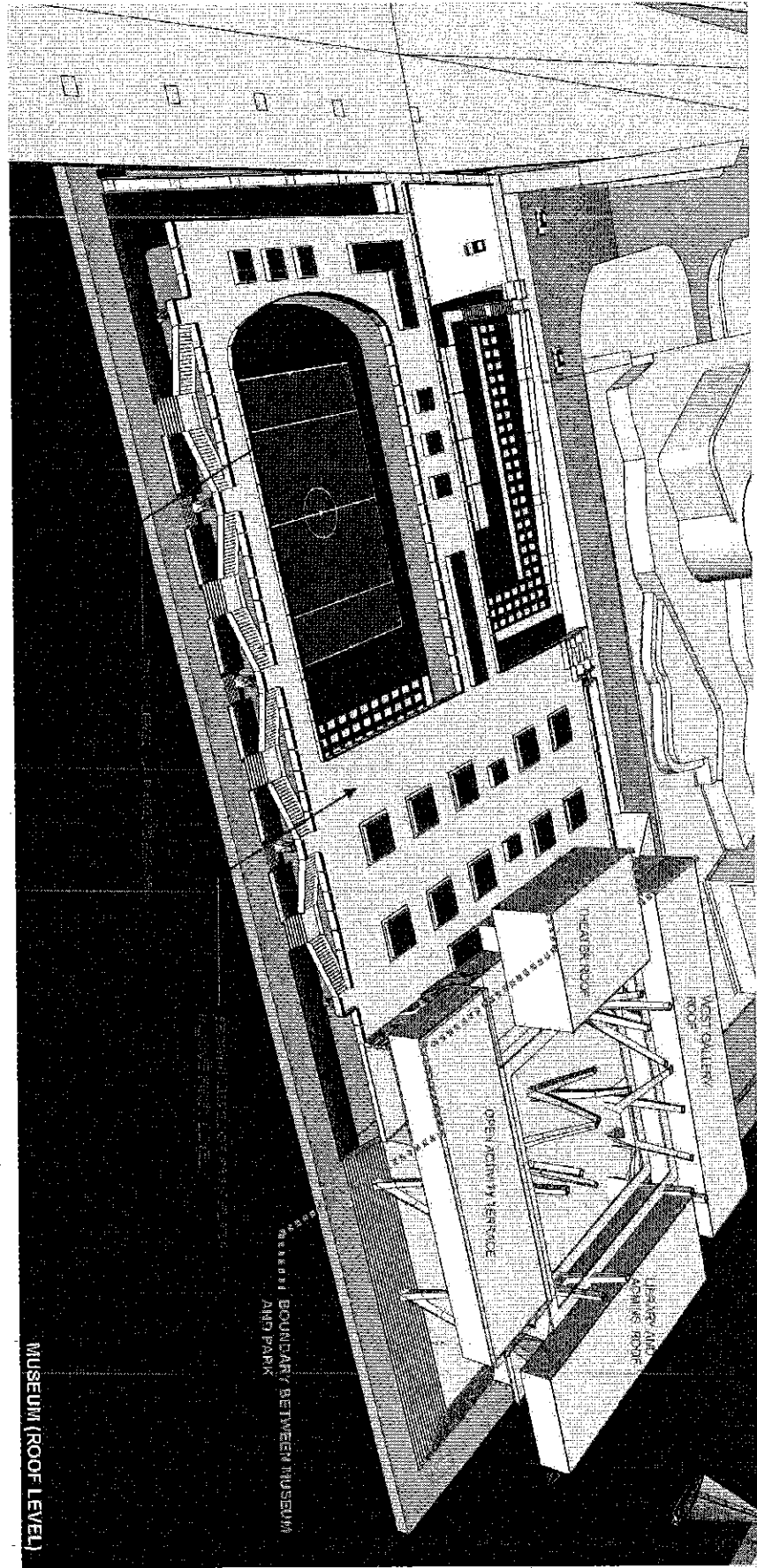
08.05.16

CEHM LEVELS



MUSEUM (ROOF LEVEL)
CONCEPTUAL SCHEMATICS

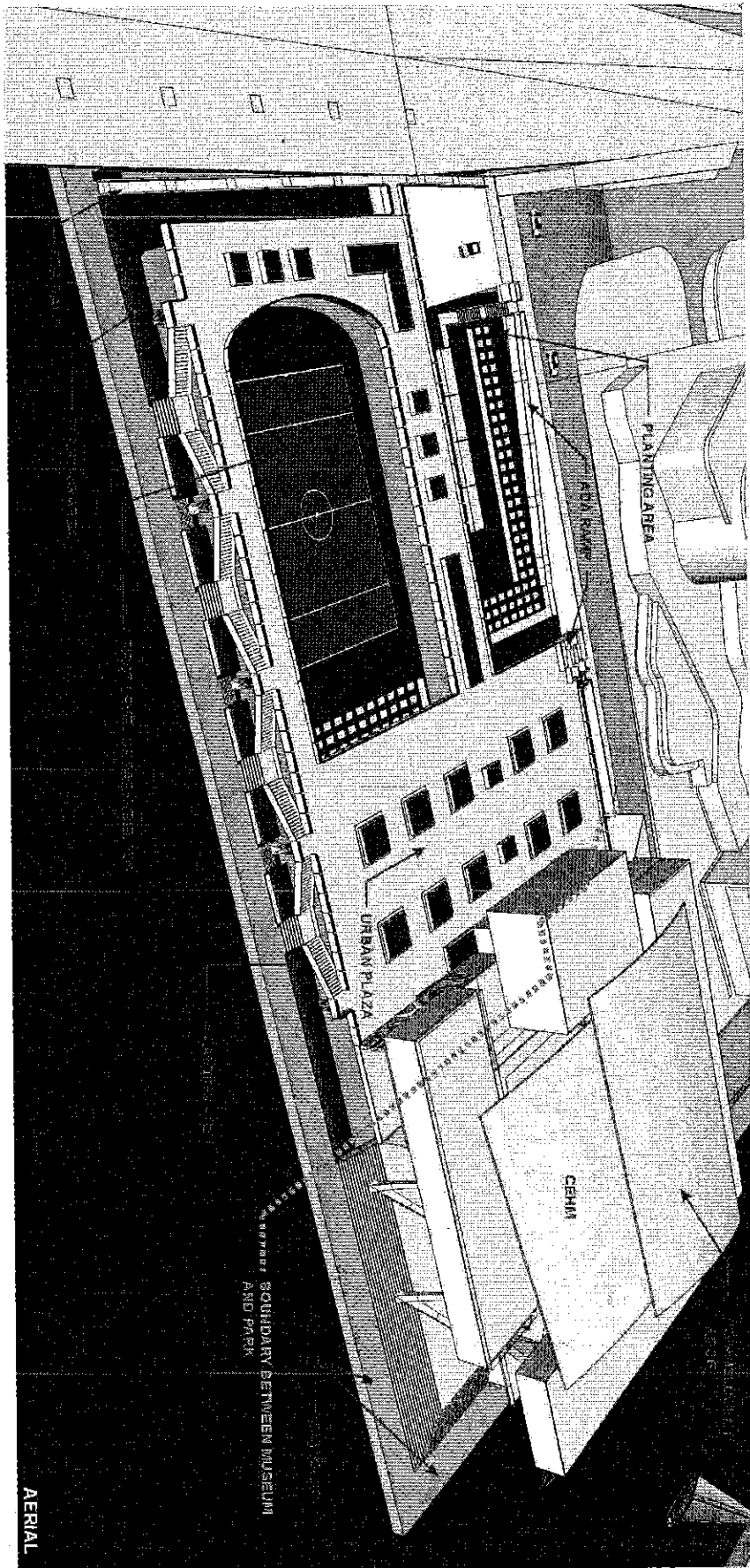
CUBAN EXILE HISTORY MUSEUM
GRAPHICS ARE FOR FEASIBILITY ANALYSIS AND TO DETERMINE POTENTIAL OF PARCEL B FOR THE DESIGN AND CONSTRUCTION OF THE CEHM AND ANCILLARY USES. THIS CONCEPT WILL BE SUBJECT TO CHANGES AND REVISIONS BASED ON THE FINAL PROGRAMMING AND DESIGN OF THIS PROJECT.



MUSEUM (ROOF LEVEL)

CHISHOLM

08.05.16



CEHM LEVELS

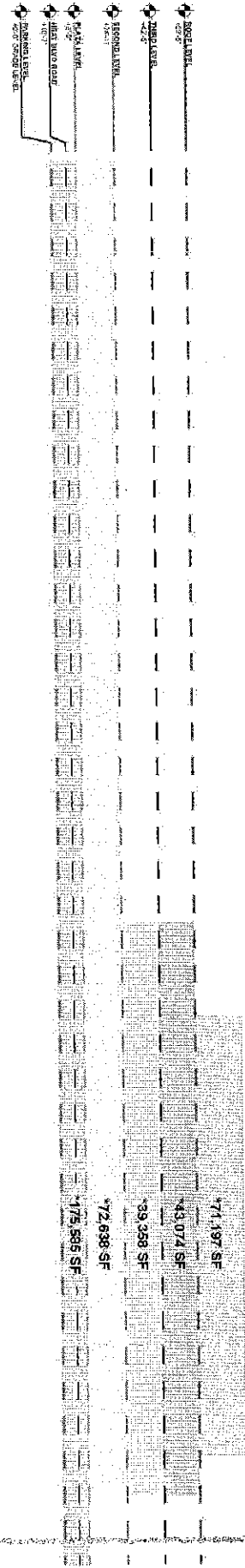


**AERIAL
CONCEPTUAL SCHEMATICS**

CUBAN EXILE HISTORY MUSEUM
 GRAPHICS ARE FOR FEASIBILITY ANALYSIS AND TO DETERMINE POTENTIAL OF PARCEL B FOR THE DESIGN AND CONSTRUCTION OF THE CEHM AND ANCILLARY USES. THIS CONCEPT WILL BE SUBJECT TO CHANGES AND REVISIONS BASED ON THE FINAL PROGRAMMING AND DESIGN OF THIS PROJECT.

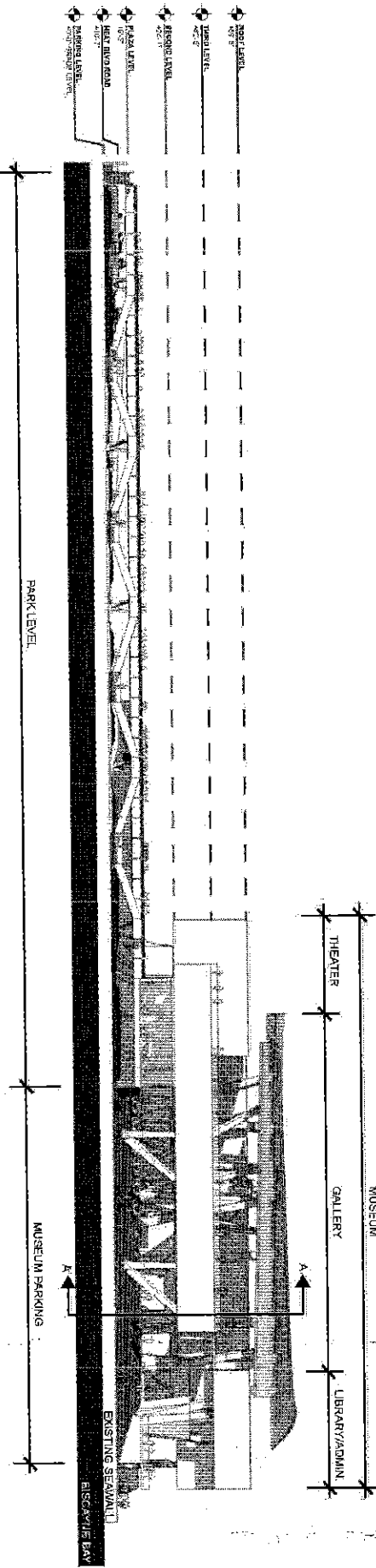
CHISHOLM

08.05.16



PARKING LEVEL (GRADE LEVEL)	PLAZA LEVEL:	SECOND LEVEL:	THIRD LEVEL:	ROOF LEVEL:
<ul style="list-style-type: none"> MUSEUM MUSEUM PARKING = 45,388 SF* MUSEUM CONC. = 472 SF* RAMP TO PLAZA = 3897 SF* 	<ul style="list-style-type: none"> MUSEUM MUSEUM DISPLAY / EVENT AREA = 55,329 SF* GIFT SHOP = 2,500 SF* STORAGE = 1,200 SF* RESTROOMS RESTAURANT = 4,500 SF* KITCHEN = 1,000 SF* BOOK FAIRS, FESTIVALS, FARMER'S MARKET, ETC. VIEWING PLATFORM EVENT SPACE (CAN FLOW IN MUSEUM PLAZA) 	<ul style="list-style-type: none"> MUSEUM WEST GALLERY = 12,543 SF* THEATER = 5,037 SF* EAST GALLERY = 9,944 SF* ADMINISTRATION = 6,032 SF* CIRCULATION AND CENTRAL VOID (VIEW TO BELOW) = 4,572 SF* 	<ul style="list-style-type: none"> MUSEUM WEST GALLERY = 12,543 SF* THEATER = 5,037 SF* ROOF FOR THEATER = 8,944 SF* LIBRARY AND OFFICE ADMINISTRATION = 9,878 SF* CIRCULATION AND CENTRAL VOID (VIEW TO BELOW) = 4,877 SF* 	<ul style="list-style-type: none"> MUSEUM NO ACCESS

MASS AND SQUARE FOOTAGE GRAPHIC



PROJECT EAST ELEVATION

CEHM LEVELS

EAST ELEVATION
CONCEPTUAL SCHEMATICS
CUBAN EXILE HISTORY MUSEUM

CHISHOLM

08.05.16

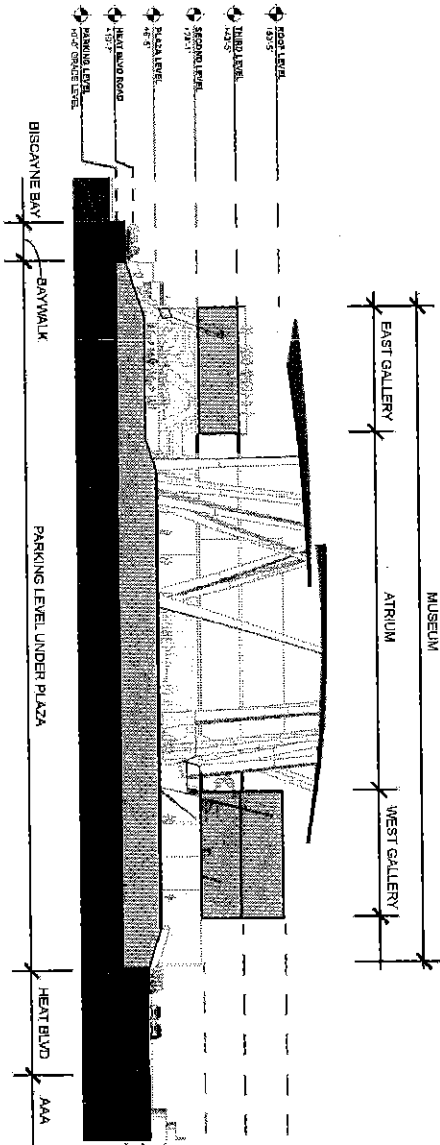
GRAPHICS ARE FOR FEASIBILITY ANALYSIS AND TO DETERMINE POTENTIAL OF PARCEL B FOR THE DESIGN AND CONSTRUCTION OF THE CEHM AND ANCILLARY USES. THIS CONCEPT WILL BE SUBJECT TO CHANGES AND REVISIONS BASED ON THE FINAL PROGRAMMING AND DESIGN OF THIS PROJECT.

CEHM LEVELS

CROSS SECTION CONCEPTUAL SCHEMATICS

CUBAN EXILE HISTORY MUSEUM
 GRAPHICS ARE FOR FEASIBILITY ANALYSIS AND TO DETERMINE POTENTIAL OF PARCEL B FOR THE DESIGN AND CONSTRUCTION OF THE CEHM AND ANCILLARY USES. THIS CONCEPT WILL BE SUBJECT TO CHANGES AND REVISIONS BASED ON THE FINAL PROGRAMMING AND DESIGN OF THIS PROJECT.

SECTION A-A
 (REFER TO GRAPHIC PROJECT EAST ELEVATION FOR SECTION CUT LOCATION)



71,197 SF
43,074 SF
39,358 SF
72,638 SF
17,586 SF

SQUARE FOOTAGE BASED ON CONCEPTUAL ESTIMATE.

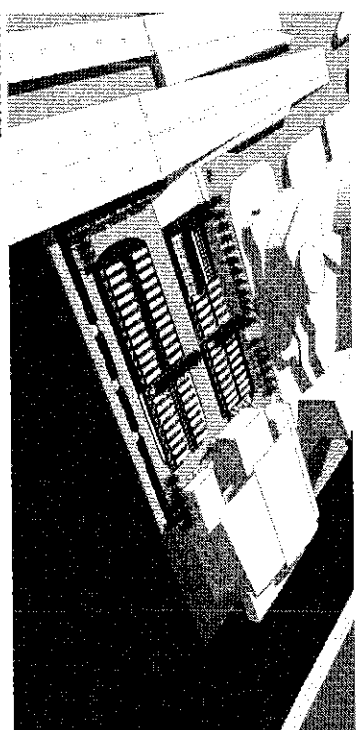
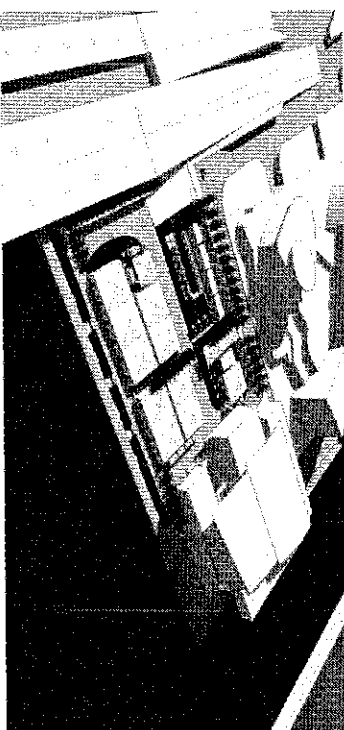
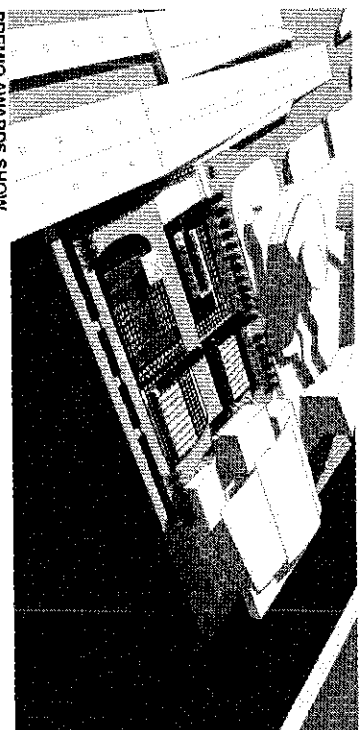
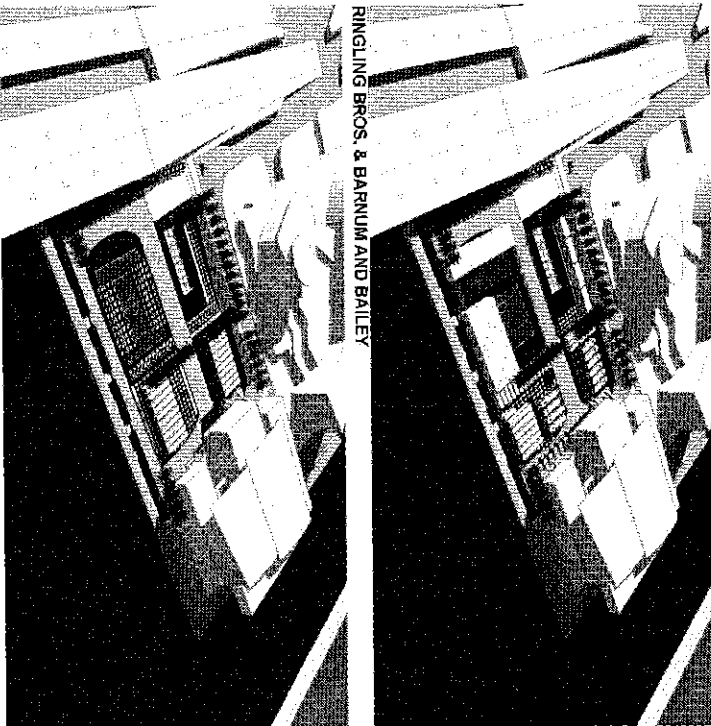
CHISHOLM

08.05.16

AAA EVENT DATES FOR 2015:

1/8 - 1/19	CIRCUS (RINGLING BROS. & BARNUM AND BAILEY)	2/19	PREMIO (AWARDS SHOW)
1/30	HEAT VS. DALLAS	3/13 - 3/15	FORMULA E RACE
1/31	BILLY JOEL CONCERT	4/2 - 4/3	DISNEY ON ICE
2/18	PREMIO (PRE-AWARDS)		

NOTE: PARKING LEVEL IS UNDER PLAZA LEVEL. PLAZA LEVEL HIDDEN IN GRAPHICS FOR CLARITY.



CEHM EVENT STUDY

PARKING LEVEL LAYOUT (BELOW PLAZA LEVEL)
CONCEPTUAL SCHEMATICS

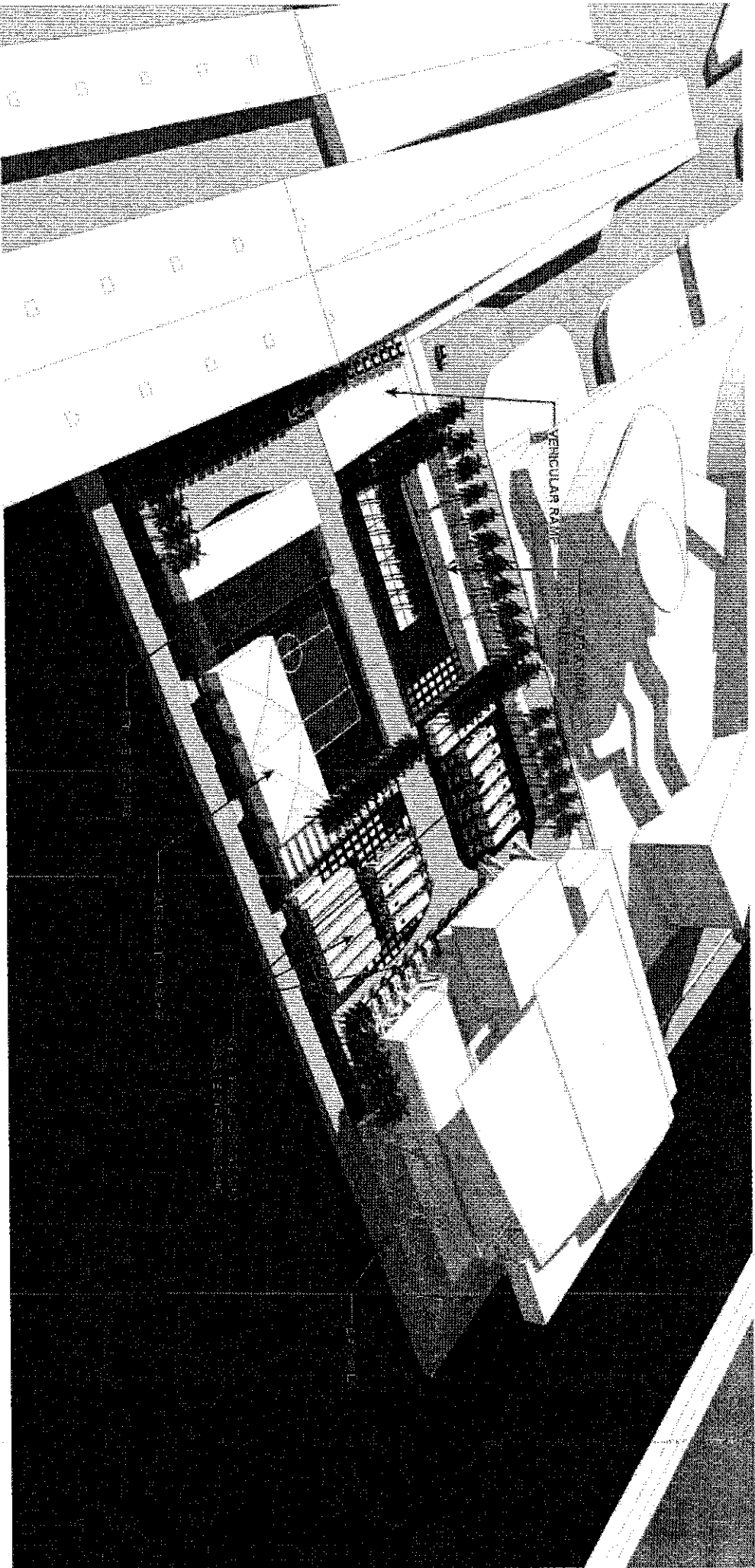


CUBAN EXILE HISTORY MUSEUM

GRAPHICS ARE FOR FEASIBILITY ANALYSIS AND TO DETERMINE POTENTIAL OF PARCEL 9 FOR THE DESIGN AND CONSTRUCTION OF THE CEHM AND ANCILLARY USES. THIS CONCEPT WILL BE SUBJECT TO CHANGES AND REVISIONS BASED ON THE FINAL PROGRAMMING AND DESIGN OF THIS PROJECT.

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TOTAL UNITS = 85 (CALCULATIONS BASED ON NUMBER OF VEHICLES PHYSICALLY AND VISUALLY PRESENT ON PARCEL B DURING THE TIME OF SITE VISIT)

CEHM EVENT STUDY



RINGLING BROS. & BARNUM AND BAILEY

CONCEPTUAL SCHEMATICS

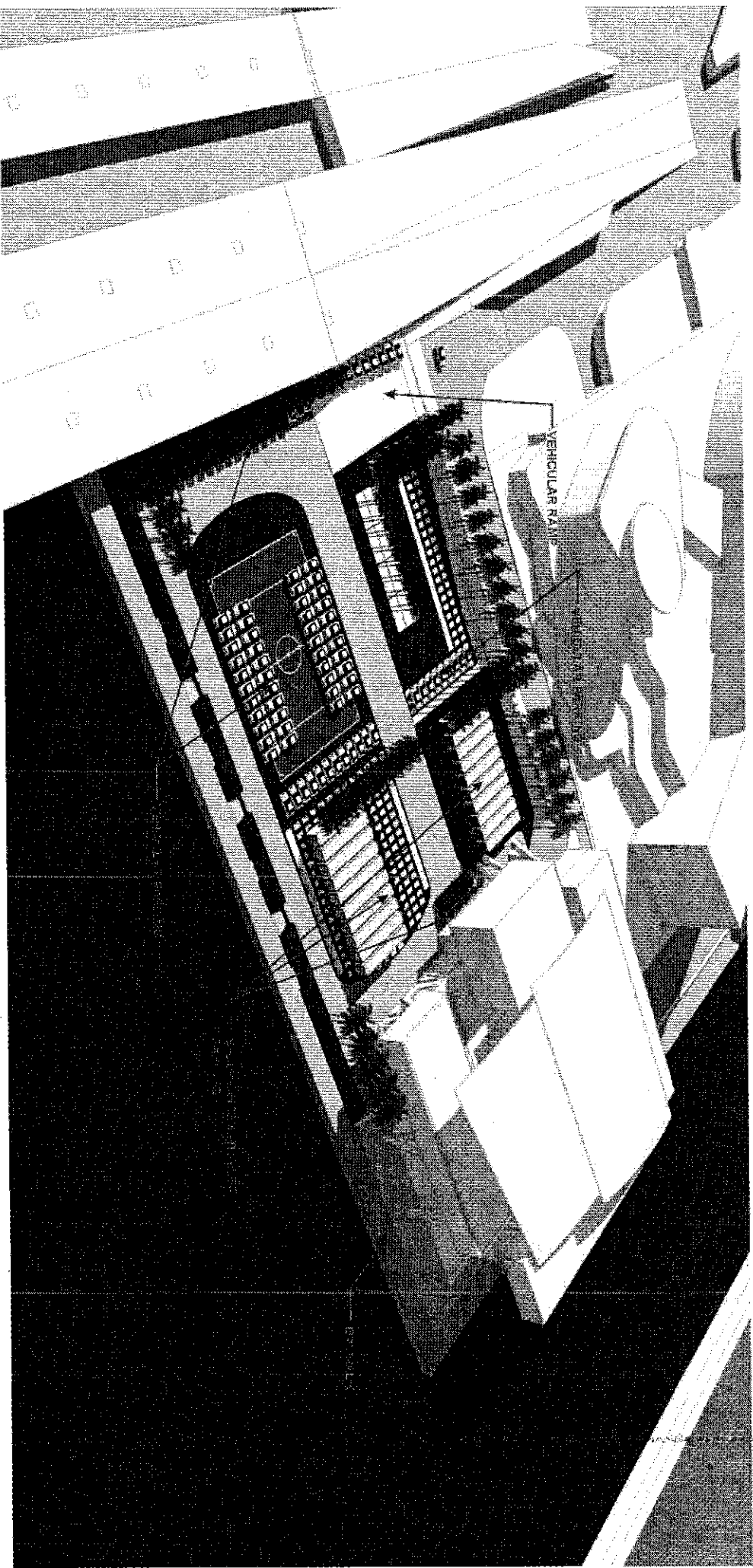
CUBAN EXILE HISTORY MUSEUM

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-  RV (9)
-  CAMPER TRUCK (7)
-  STORAGE TRAILER (25)
-  GAR (14)
-  PICKUP TRUCK (16)
-  GARBAGE DISPOSAL (2)
-  MOBILE HOME (19)
-  S&S SEMI-TRAILER (9)

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TOTAL UNITS = 119 (CALCULATIONS BASED ON NUMBER OF VEHICLES PHYSICALLY AND VISUALLY PRESENT ON PARCEL B DURING THE TIME OF SITE VISIT)

CEHM EVENT STUDY
 HEAT VS. DALLAS OR BILLY JOEL CONCERT
 CONCEPTUAL SCHEMATICS
 CUBAN EXILE HISTORY MUSEUM



GRAPHICS ARE FOR FEASIBILITY ANALYSIS AND TO DETERMINE POTENTIAL OF PARCEL B FOR THE DESIGN AND CONSTRUCTION OF THE CEHM AND ANCILLARY USES. THIS CONCEPT WILL BE SUBJECT TO CHANGES AND REVISIONS BASED ON THE FINAL PROGRAMMING AND DESIGN OF THIS PROJECT.

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CAR (79)

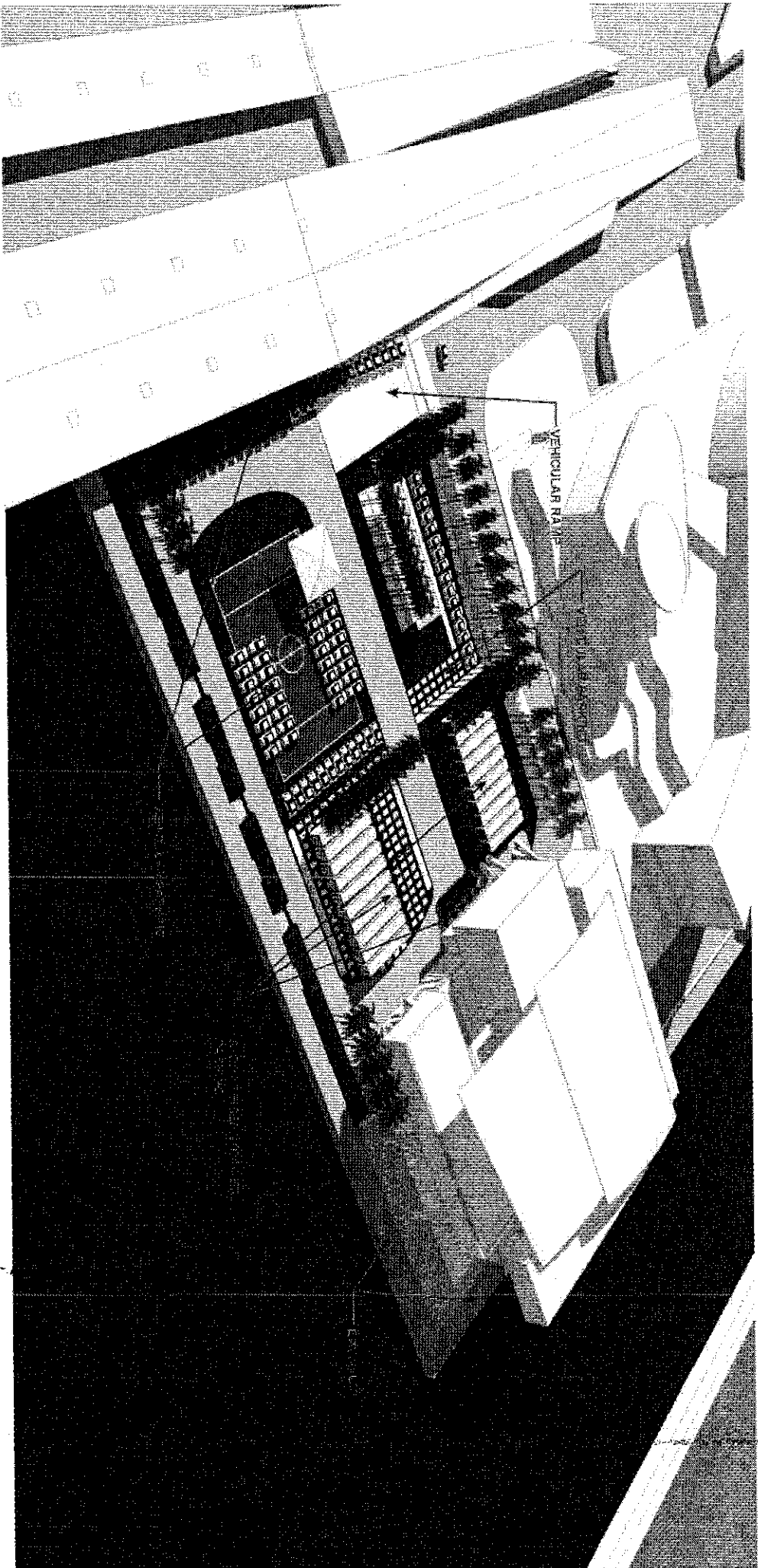


PICKUP TRUCK (16)



66' SEMI-TRAILER (24)

TOTAL UNITS = 116 (CALCULATIONS BASED ON NUMBER OF VEHICLES PHYSICALLY AND VISUALLY PRESENT ON PARCEL B DURING THE TIME OF SITE VISIT)



CEHM EVENT STUDY



PREMIO (AWARDS SHOW)
CONCEPTUAL SCHEMATICS

DUBAI EXILE HISTORY MUSEUM

GRAPHICS ARE FOR FEASIBILITY ANALYSIS AND TO DETERMINE POTENTIAL OF PARCEL B FOR THE DESIGN AND CONSTRUCTION OF THE CEHM AND ANCILLARY USES. THIS CONCEPT WILL BE SUBJECT TO CHANGES AND REVISIONS BASED ON THE FINAL PROGRAMMING AND DESIGN OF THIS PROJECT.

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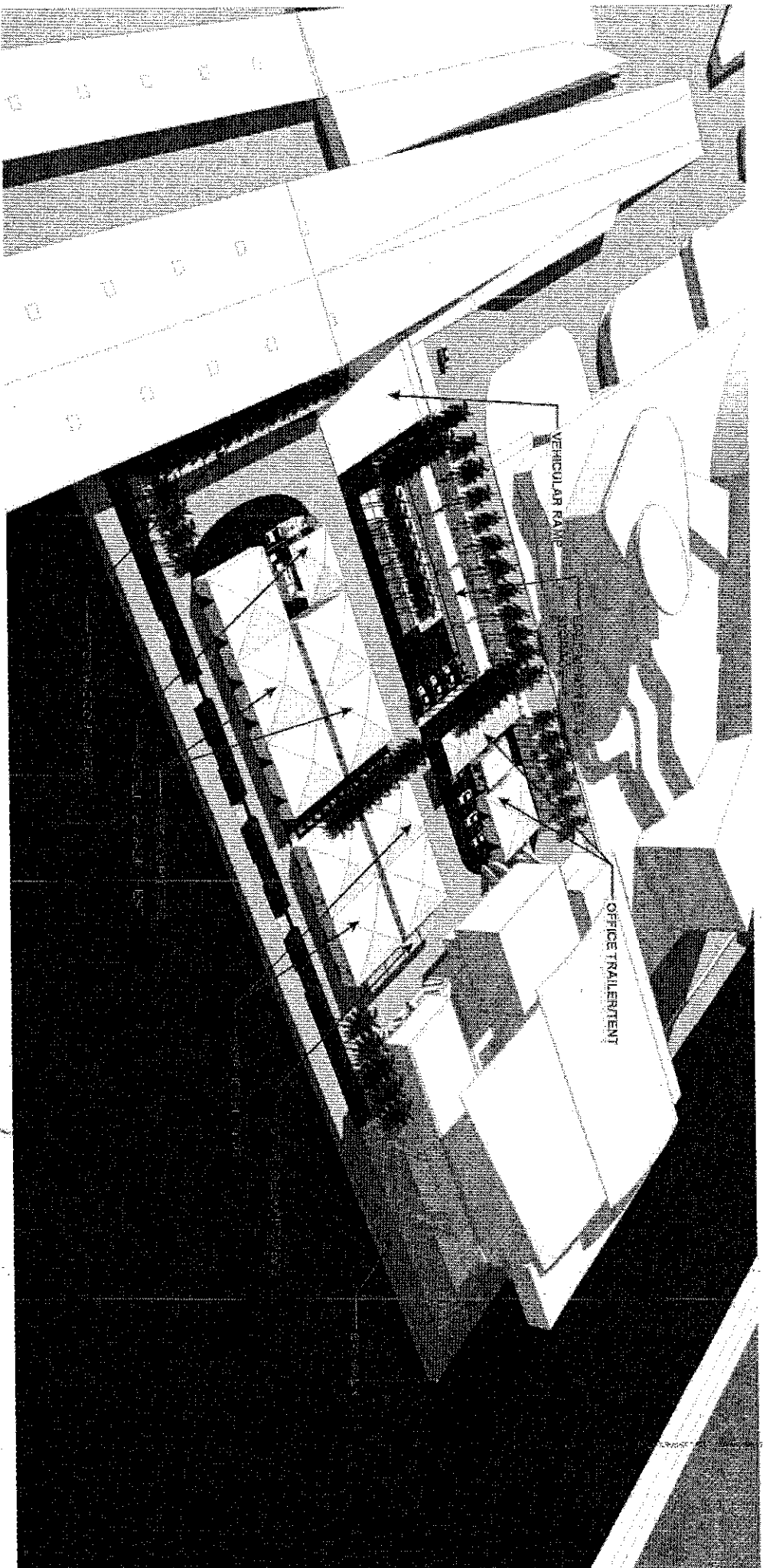
65' SEMITRAILER (24)



PICKUP TRUCK (16)



CAR (76)



TOTAL UNITS = 46 (CALCULATIONS BASED ON NUMBER OF VEHICLES PHYSICALLY AND VISUALLY PRESENT ON PARCEL B DURING THE TIME OF SITE VISIT)

CEHM EVENT STUDY



FORMULA E RACE
CONCEPTUAL SCHEMATICS

CUBAN EXILE HISTORY MUSEUM

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(2) SATELLITE UP-LINK TRUCK
(2) GARBAGE DISPOSAL



(6) CAR



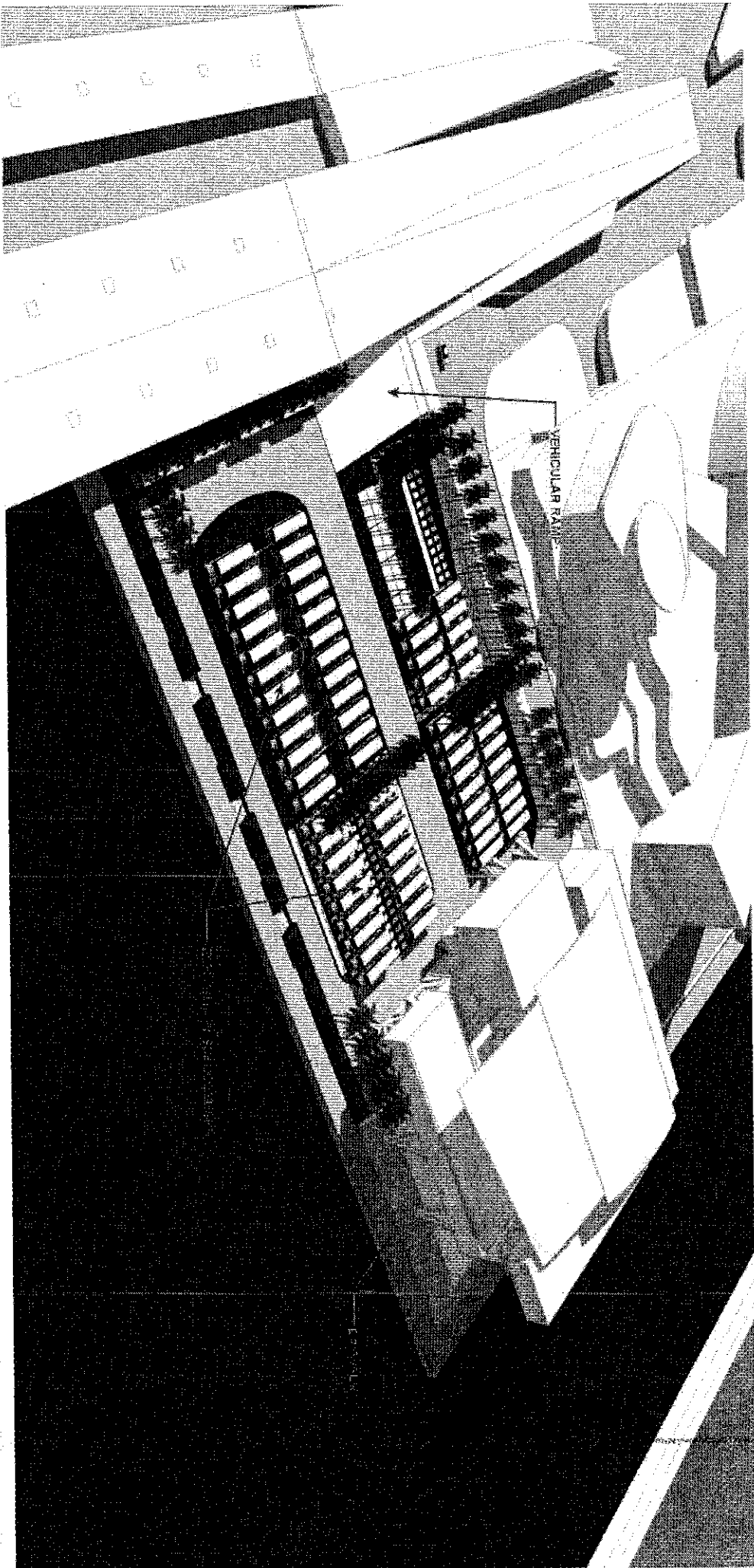
(6) PICKUP TRUCK




(26) STORAGE CONTAINER

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TOTAL UNITS = 80 (CALCULATIONS BASED ON NUMBER OF VEHICLES PHYSICALLY AND VISUALLY PRESENT ON PARCEL B DURING THE TIME OF SITE VISIT)

 SCHOOL BUS (80)

CEHM EVENT STUDY

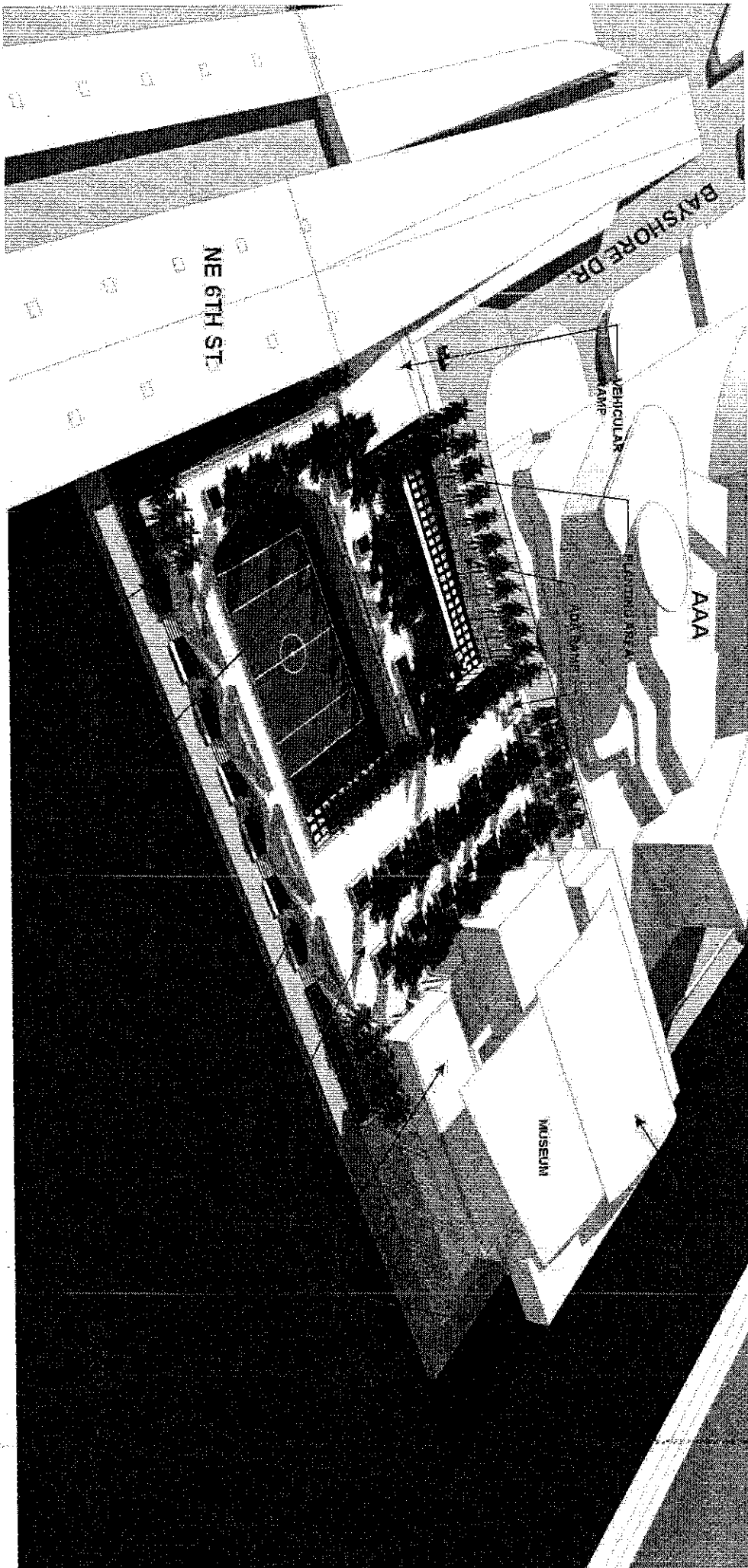


DISNEY ON ICE
CONCEPTUAL SCHEMATICS

CUBAN EXILE HISTORY MUSEUM
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CEHM/PARK AERIAL

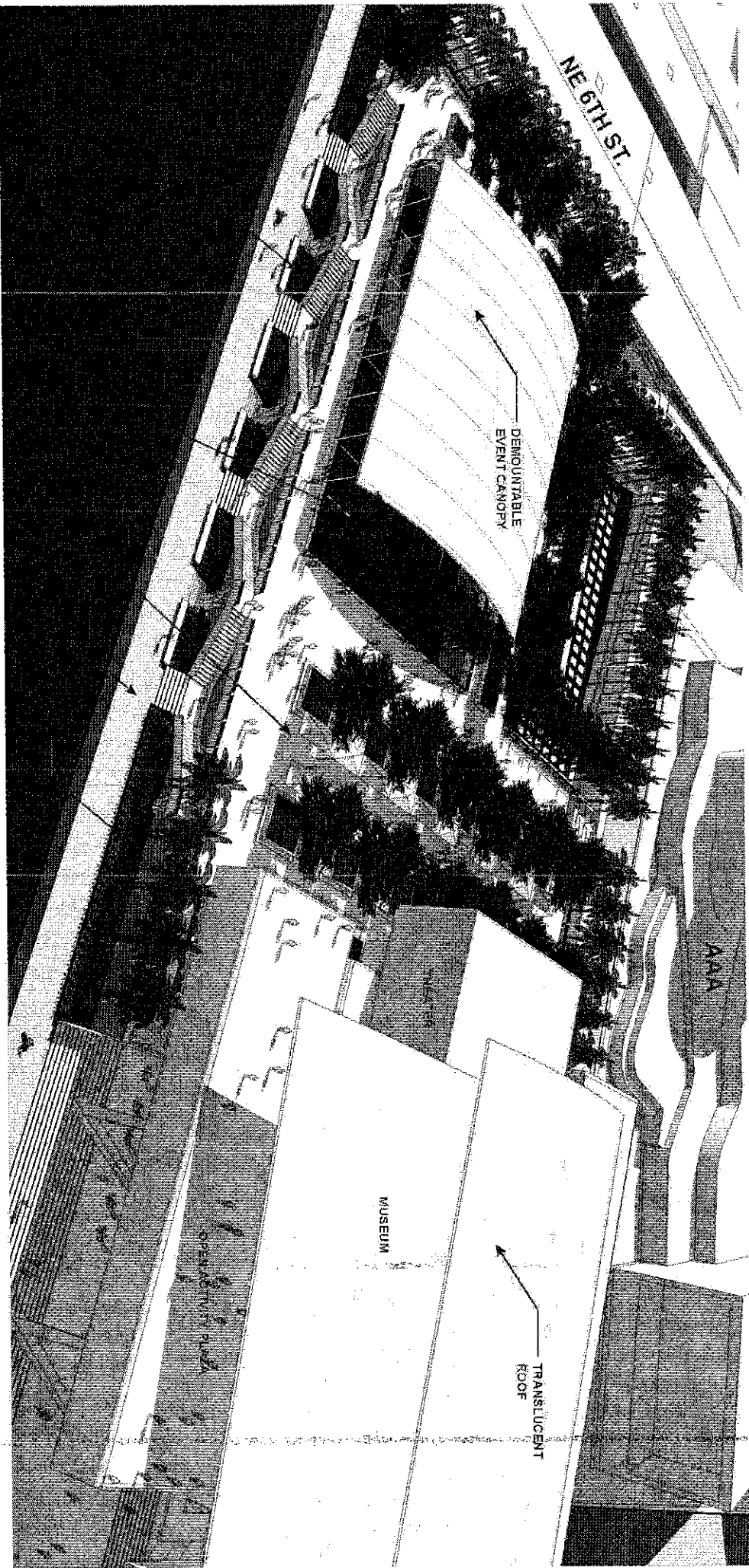
VIEW FROM SOUTHEAST
CONCEPTUAL SCHEMATICS

CUBAN EXILE HISTORY MUSEUM
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CEHM/PARK AERIAL



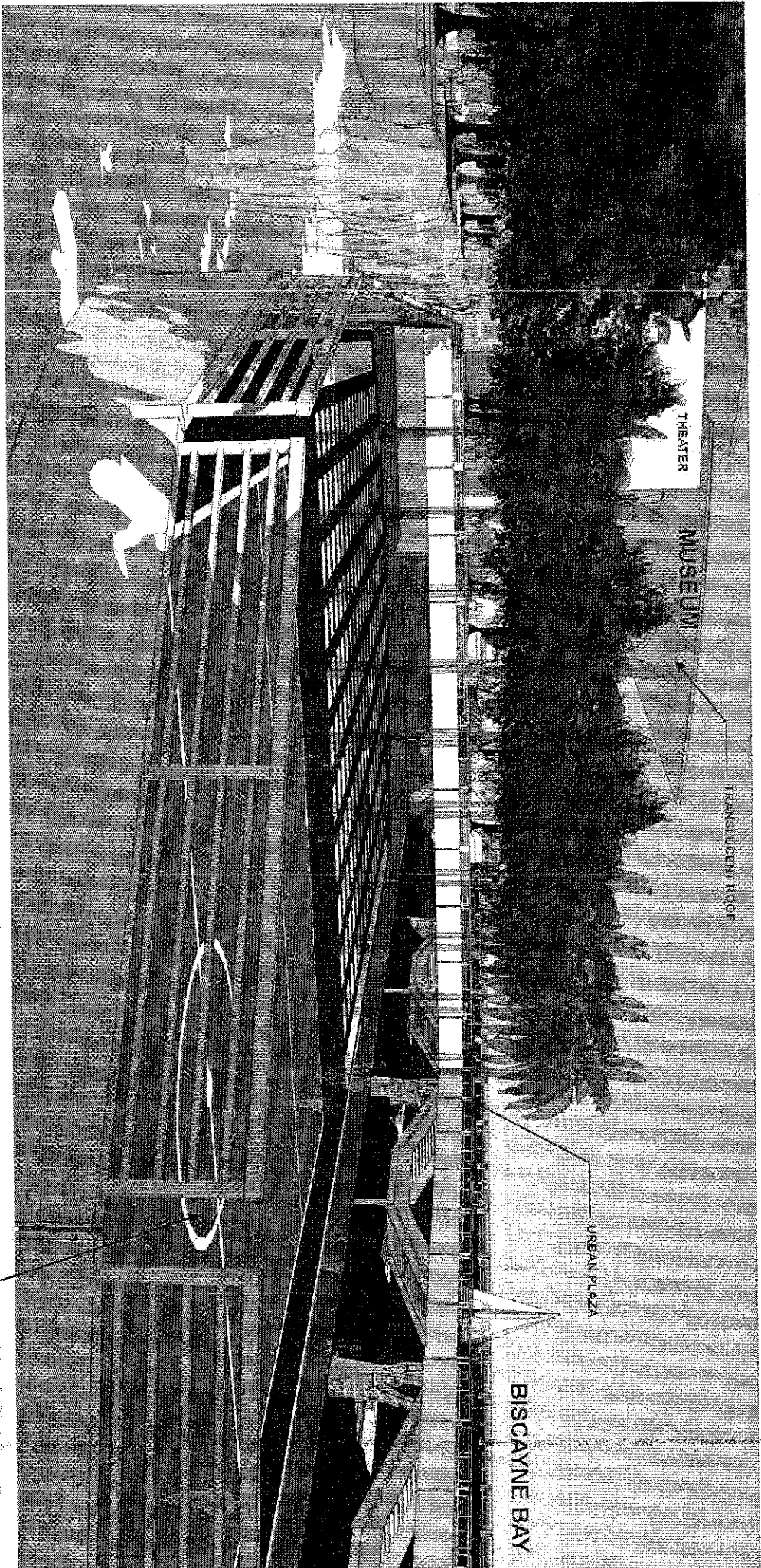
VIEW FROM NORTHEAST
CONCEPTUAL SCHEMATICS

CUBAN EXILE HISTORY MUSEUM

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67

URBAN PLAZA

VIEW FROM SOUTH WEST
CONCEPTUAL SCHEMATICS

CUBAN EXILE HISTORY MUSEUM

GRAPHICS ARE FOR FEASIBILITY ANALYSIS AND TO DETERMINE POTENTIAL OF PARCEL B FOR THE DESIGN AND CONSTRUCTION OF THE CEHM AND ANCILLARY USES. THIS CONCEPT WILL BE SUBJECT TO CHANGES AND REVISIONS BASED ON THE FINAL PROGRAMMING AND DESIGN OF THIS PROJECT.

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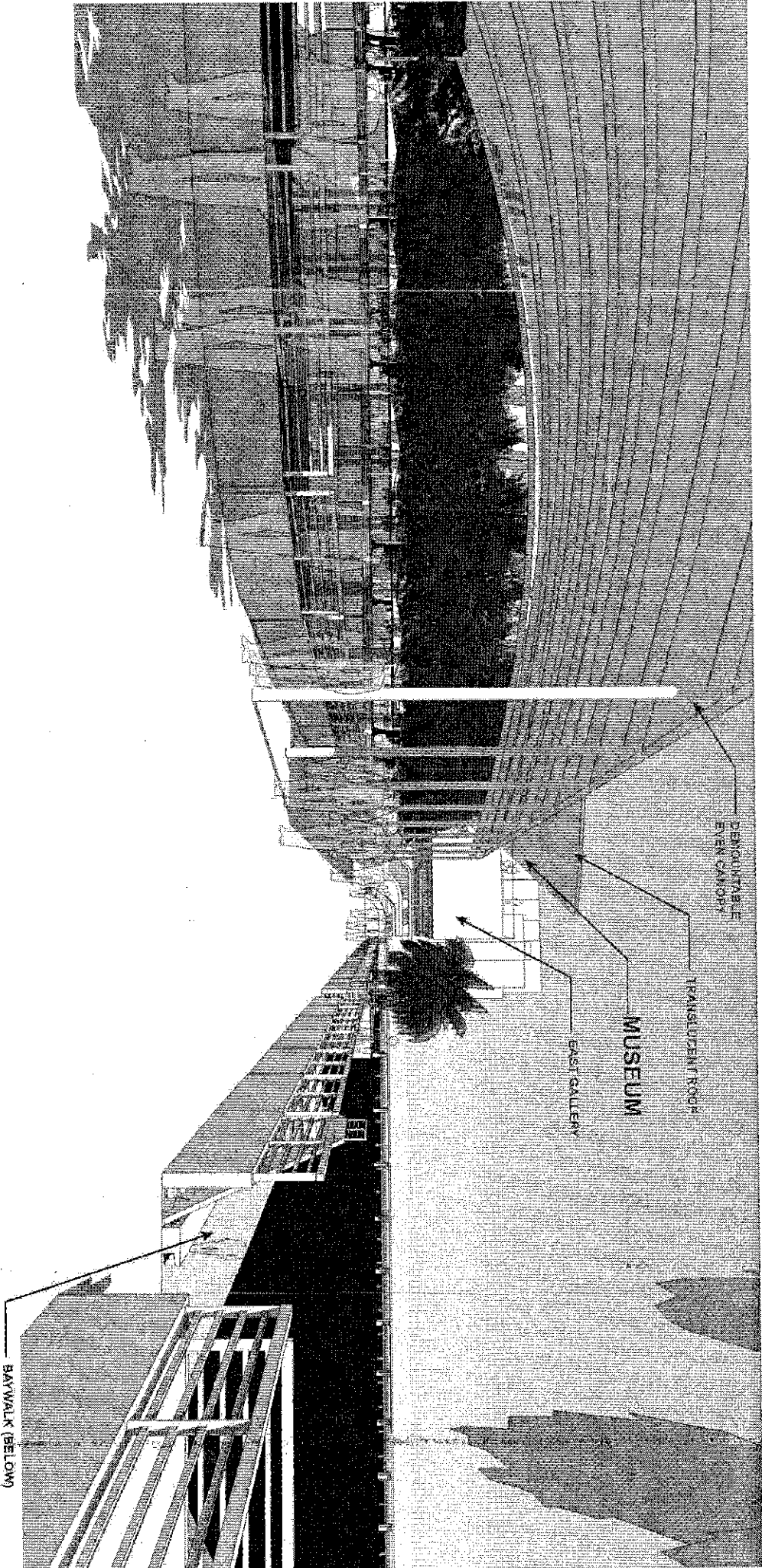
SOCCER FIELD (BELOW)

URBAN PLAZA

VIEW FROM SOUTH
CONCEPTUAL SCHEMATICS

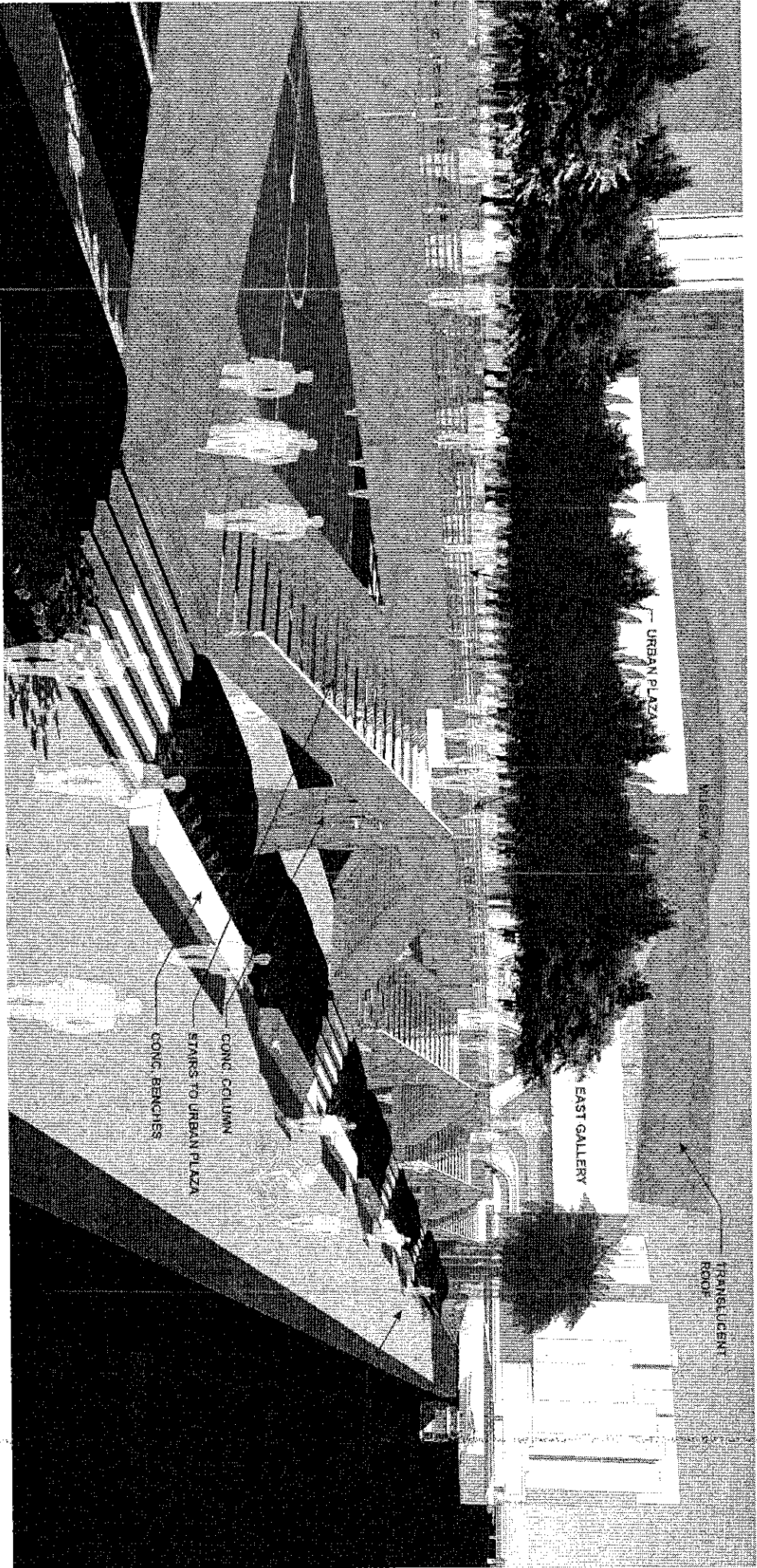
CUBAN EXILE HISTORY MUSEUM

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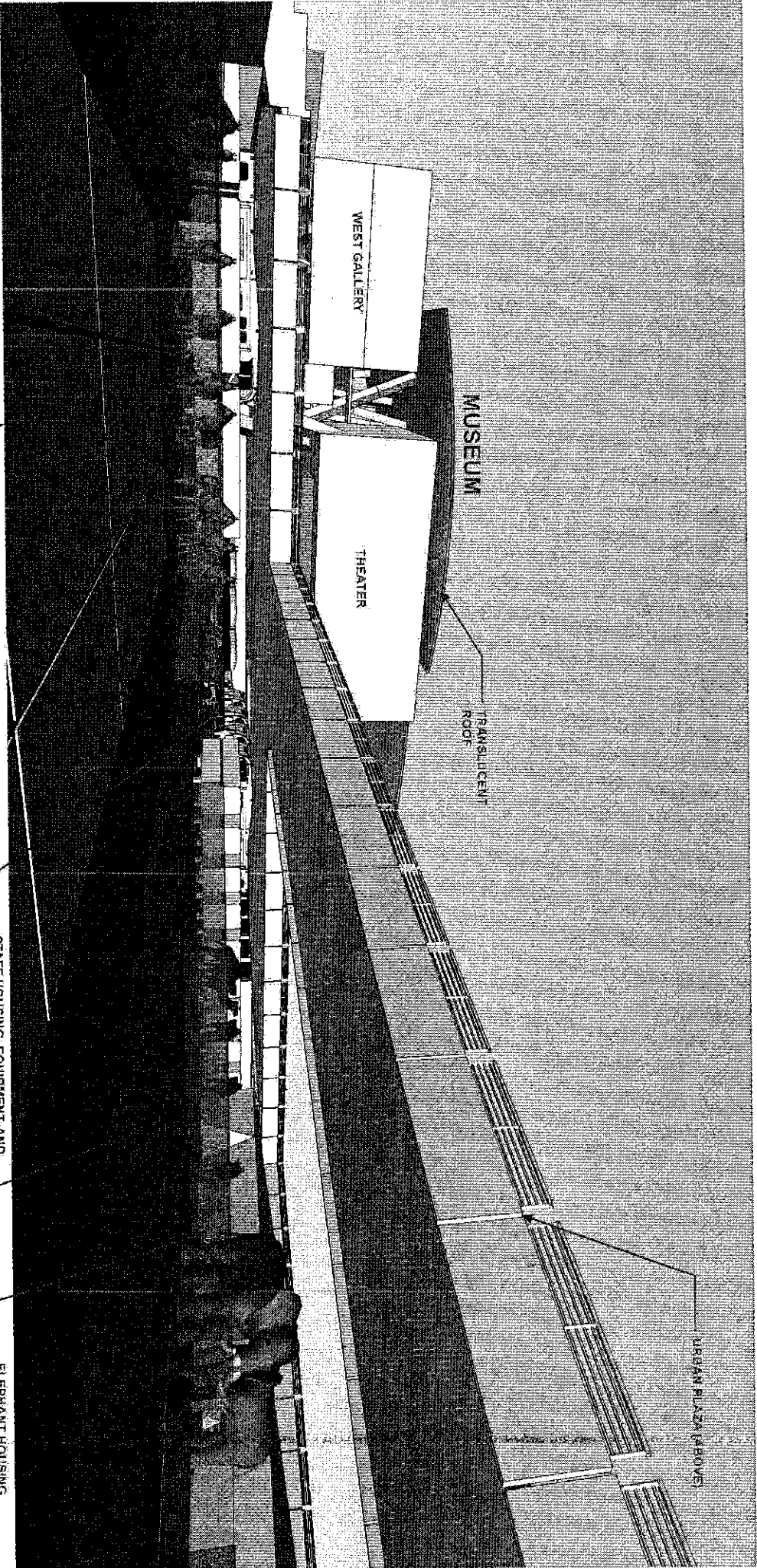
FIRST LEVEL OF PARK (BELOW) PLANTING AREA

AERIAL VIEW OF WATER FRONT

VIEW FROM SOUTH EAST
CONCEPTUAL SCHEMATICS

CUBAN EXILE HISTORY MUSEUM
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EVENT PARKING LEVEL USE

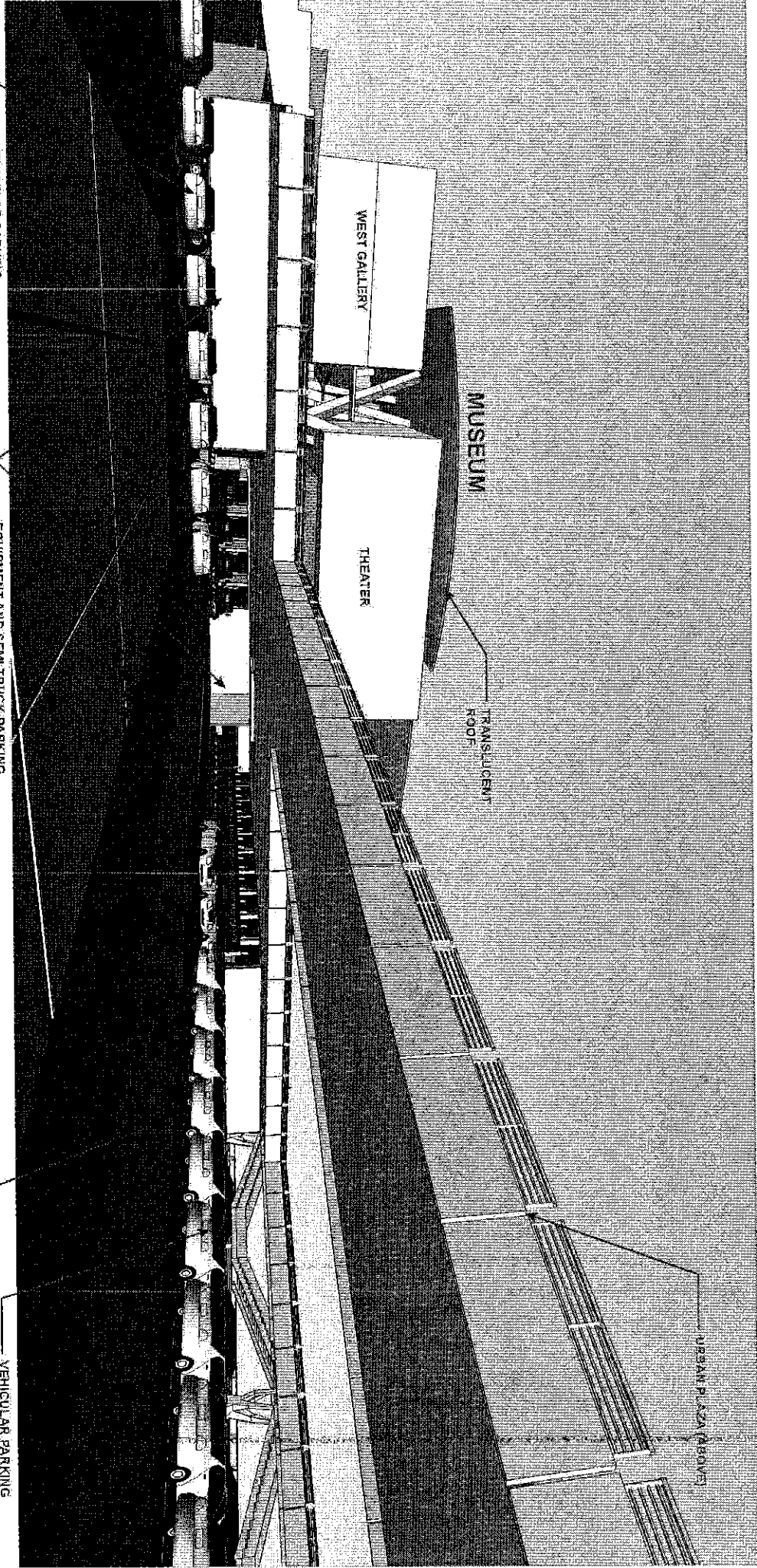
RINGLING BROS. & BARNUM AND BAILEY
 CONCEPTUAL SCHEMATICS

CUBAN EXILE HISTORY MUSEUM

OTHER ANIMAL HOUSING
 STAFF HOUSING, EQUIPMENT, AND STORAGE
 MAIN ACCESS ROAD
 ELEPHANT HOUSING

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VEHICULAR PARKING

EQUIPMENT AND SEMI-TRUCK PARKING

EVENT PARKING LEVEL USE

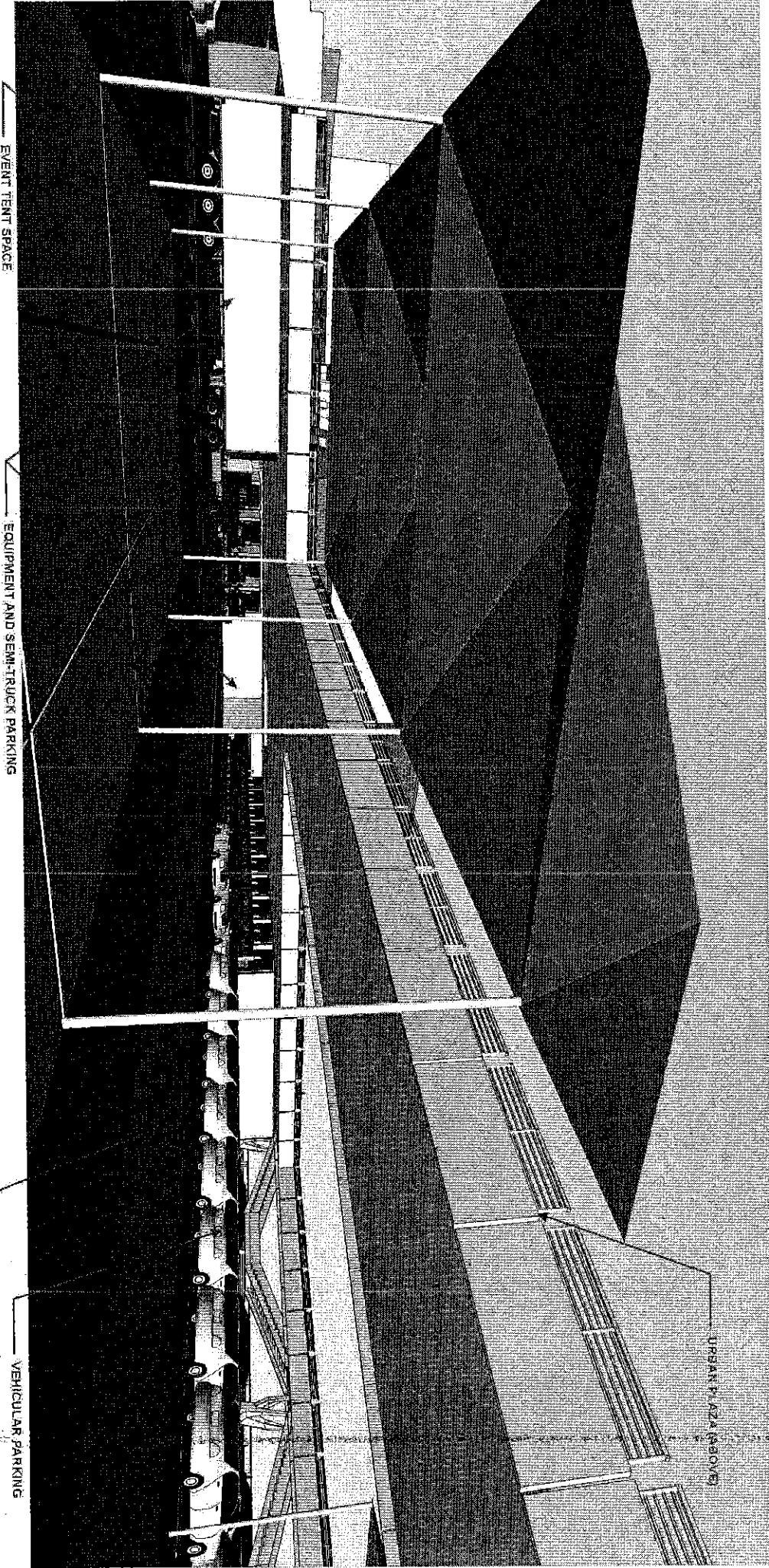
HEAT VS. DALLAS OR BILLY JOEL CONCERT
 CONCEPTUAL SCHEMATICS

CUBAN EXILE HISTORY MUSEUM

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08.05.16

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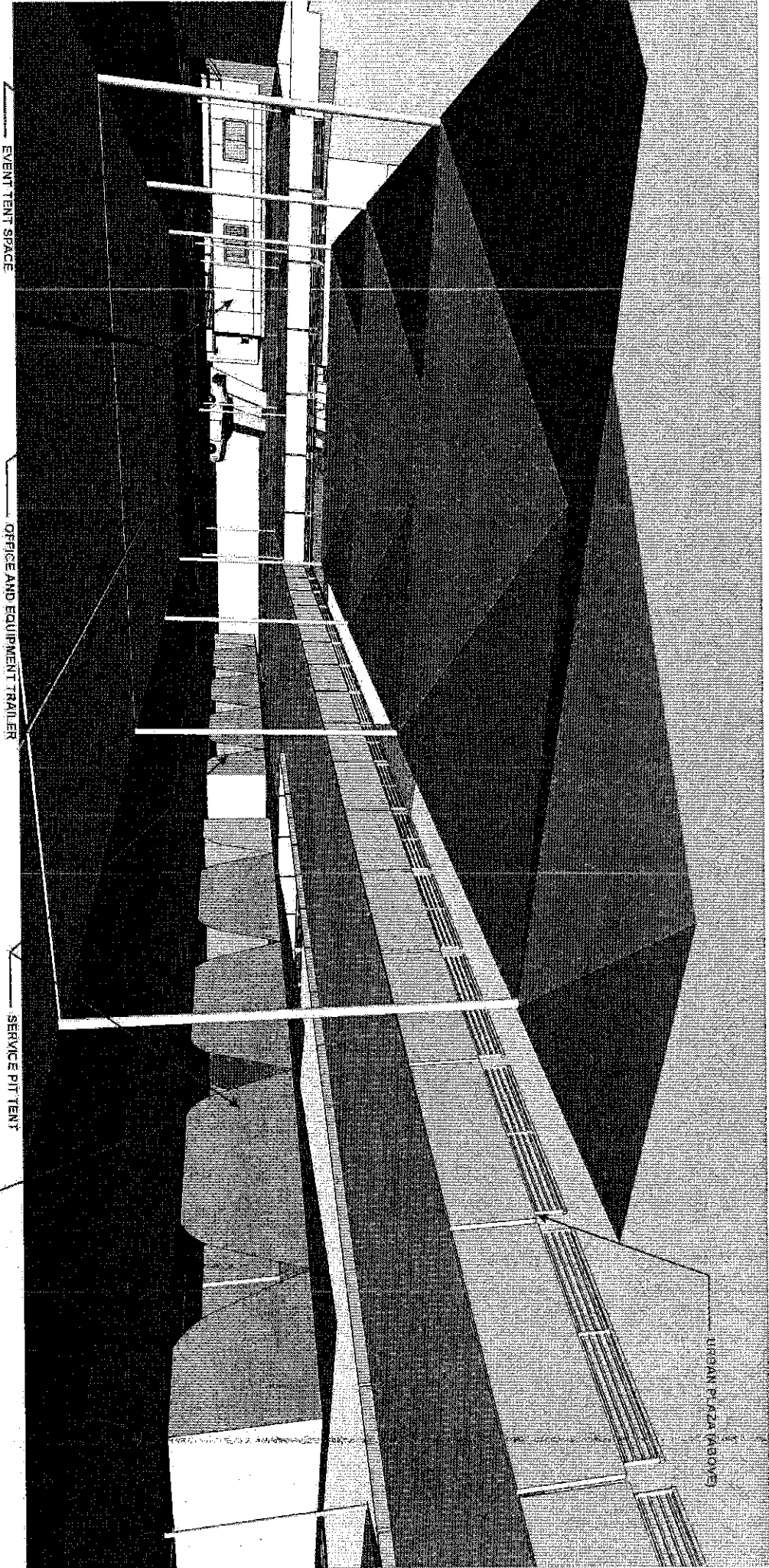


EVENT PARKING LEVEL USE

PREMIO (AWARDS SHOW)
 CONCEPTUAL SCHEMATICS
 CURAN EXILE HISTORY MUSEUM

GRAPHICS ARE FOR FEASIBILITY ANALYSIS AND TO DETERMINE POTENTIAL OF PARCEL B FOR THE DESIGN AND CONSTRUCTION OF THE CEHM AND ANCILLARY USES. THIS CONCEPT WILL BE SUBJECT TO CHANGES AND REVISIONS BASED ON THE FINAL PROGRAMMING AND DESIGN OF THIS PROJECT.

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 08.05.16



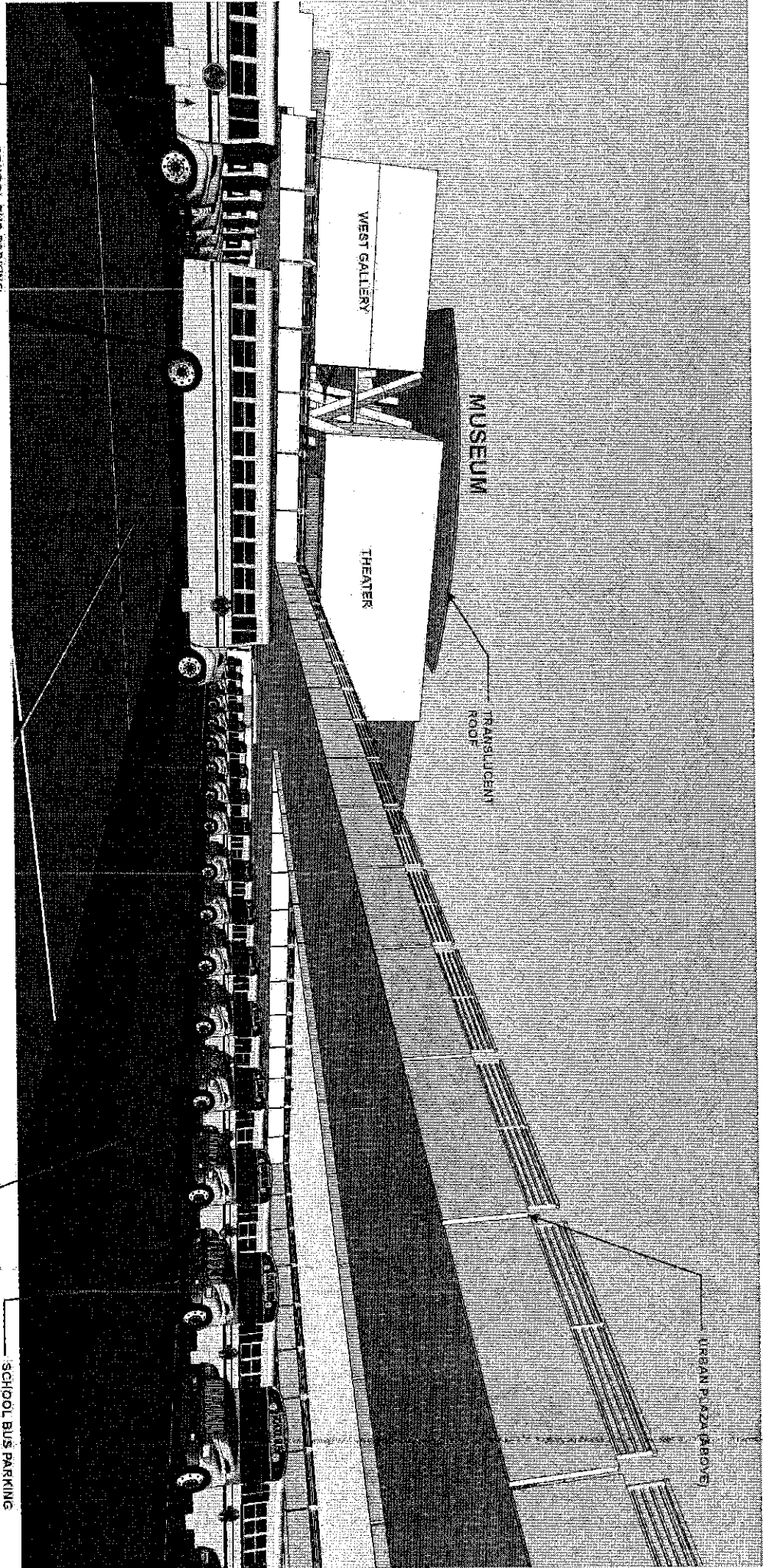
EVENT PARKING LEVEL USE

**FORMULA E RACE
CONCEPTUAL SCHEMATICS**

CUBAN EXILE HISTORY MUSEUM
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EVENT PARKING LEVEL USE

DISNEY ON ICE
 CONCEPTUAL SCHEMATICS

CUBAN EXILE HISTORY MUSEUM
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 08.05.16

**CUBAN EXILE HISTORY MUSEUM
GROUND LEASE**

**CUBAN EXILE HISTORY MUSEUM
GROUND LEASE**

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EXHIBITS AND SCHEDULES:

- Exhibit A Map of Premises
- Exhibit B Development Concept
- Exhibit C Aerial depicting location of seawall
- Exhibit D Landlord's Estoppel Certificate (Sample)
- Exhibit E Miami-Dade County Procedures Manual for Art in Public Places
- Schedule 4.01 - Confirmation of Commencement Date

GROUND LEASE

THIS GROUND LEASE (hereinafter "Lease") is entered into and made effective on this _____ day of _____, 20____ ("Commencement Date") by and between Miami-Dade County, a political subdivision of the State of Florida (hereinafter "Landlord"), and the Cuban Exile History Museum, Inc., a not-for-profit Florida corporation (hereinafter "Tenant").

RECITALS

WHEREAS, the Landlord is the owner of certain real property, commonly known as Parcel B, consisting of a vacant parcel of land, located at 400 N.E. 8th Street, in the City of Miami, Miami-Dade County, Florida; and

WHEREAS, the Tenant is desirous of entering into a ground lease with the Landlord for the use and future development of the vacant parcel of land as a museum commemorating the population of people who left the Republic of Cuba, and then contributed positively to their adopted community; and

WHEREAS, the Landlord has determined that it does not have a need to utilize or otherwise occupy the vacant parcel of land; and

WHEREAS, the Landlord, pursuant to Section 125.38, *Florida Statutes*, finds that the Tenant requires the vacant land to benefit the public or community interest purposes, and the vacant land is not otherwise needed for the Landlord's purposes, and that a lease regarding the vacant land to the Tenant would promote public or community interest and welfare; and

WHEREAS, the Landlord and the Tenant have agreed that prior to entering into any lease agreement for the use and occupancy of the aforementioned property by the Tenant, that the Tenant will perform certain "milestones", as described in the Memorandum of Understanding, between the parties, dated _____, 20 ____; and

WHEREAS, so long as the Tenant has timely completed all of the milestones described in the above-mentioned Memorandum of Understanding, the Landlord is willing, and has agreed to, pursuant to Section 125.38, of the *Florida Statutes*, to enter into a ground lease with the Tenant for a term of fifty-five (55) years; and

WHEREAS, the Landlord is willing to enter into this Lease for the subject property with the Tenant, and the Tenant hereby agrees that at all times during the term of this Lease to remain a Florida not-for-profit entity, to use the property in accordance with this Lease, including making the subject property available to the general public for a Cuban Exile History Museum (as described herein below), and otherwise complying with all of the terms and conditions of this Lease in a timely manner; and

WHEREAS, the Tenant is willing to operate the Cuban Exile History Museum, for the entire term of this Lease with a balanced annual budget, utilizing earned revenue and contributed income, along with federal, state, and private funding, so that there will be no operational reliance on funds from the Landlord, and/or any agency or instrumentality thereof, except as may be provided through the Landlord's annual competitive grants programs, subject to annual budget appropriations; and

WHEREAS, the Tenant, during the course of operating the Cuban Exile History Museum, shall create, or cause the creation of, relevant programming for the museum, development of educational and community programs, and identify and secure any and all necessary fundraising to ensure the success of the museum, particularly in light of the acknowledged understanding that the Landlord shall not be obligated to provide any funding to the museum; and

WHEREAS, the Board of County Commissioners, by Resolution, R- -17, has determined that it is in the best interest of the Landlord to lease the vacant parcel of land to the Tenant.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Lease, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do agree as follows:

WITNESSETH:

The Landlord, for and in consideration of the restrictions and covenants herein contained, hereby leases to Tenant, and Tenant hereby agrees to lease from Landlord, the vacant parcel of land described below, and does so in accordance with the terms and conditions of this Lease, as described herein.

ARTICLE 1
INCORPORATION OF RECITALS

1.01 The parties hereto agree that the foregoing recitals are true and correct, and are incorporated herein by reference.

ARTICLE 2
DEFINITIONS

1. The words "Certificate of Occupancy" shall mean the documentation issued by the governmental agency or department that is authorized to inspect the construction of buildings located in the City of Miami, or wherever the Premises is located, to determine if the structure was built appropriately and according to any and all plan submittals, and that the Project is complete and is ready for occupancy, in accordance with any and all applicable laws and regulations.
2. The words "Commencement of Construction" shall mean the later of the filing of the notice of commencement under Section 713.13, *Florida Statutes*, and the visible start of work for the Project, including on-site utility, excavation, or soil stabilization work, and as further described in Article 9 of this Lease, excluding any work required as part of the Milestones, as defined and described in the Memorandum of Understanding, between the parties, dated _____, 20 _____. In order to meet the definition of "Commencement of Construction" or "Commenced Construction", such filing of notice, or visible start of work, must occur after the Tenant has received a building permit for the Project.
3. The words "Completion of Construction" shall mean the date that the Tenant secures a Certificate of Occupancy for the Project.
4. The words "Development Concept" shall mean and refer to the overall site plan, building elevations, space plans, configuration of improvements and program summary, if any, as articulated for the Project, in draft, which, in its current version as of the Effective Date of the Memorandum of Understanding, between the parties, dated _____, 20 ____, is illustrated in "Exhibit B" therein, and which is also "Exhibit B" to this Lease, and is incorporated herein by reference.

The parties agree that the Landlord reserves the right to change, amend, or modify the Development Concept at any time, in order to conform to building code requirements, ensure the continued and fair operation of the businesses operating in the adjacent American Airlines Arena, other governmental requirements, and/or for aesthetic or sightline purposes.

5. The words "*Force Majeure*" shall mean when the Tenant and/or the Landlord shall be excused for the period of any delay and shall and shall not be deemed in default with respect to the performance of any of the non-monetary terms, covenants, and conditions of this Lease when prevented from so doing by cause or causes beyond Tenant's or Landlord's control, excluding filing of bankruptcy, but which shall include, without limitation, all labor disputes, governmental regulations or controls, fire or other casualty, acts of God, or any other cause, whether similar or dissimilar to the foregoing, not within the control of Tenant or Landlord. However, in order for the Tenant or Landlord to claim or otherwise take advantage of *force majeure*, such party must first notify the other party in writing of the event, and then secure from the other party a written acknowledgement that the other party recognizes the existence of an event of *force majeure*. Further, the Landlord or Tenant, as applicable, shall only be entitled to an extension of time, equal to the exact same period of the *force majeure* delay to complete its duty to perform under the terms and conditions of this Lease.
6. The word "Improvements" shall mean any and all buildings and/or other structures built on the Premises, and the outdoor open-space and parking areas (including any structured parking), hardscaping, landscaping, amenities, and all related infrastructure, installations, fixtures, equipment, utilities, site-work, and other improvements existing or to be developed upon the Premises.
7. The words "Lending Institution" means any bank or trust company, mortgage bank, savings bank, credit union, national banking association, savings and loan association, building and loan association, insurance company, or other financial institution or governmental agency authorized to transact business in the State of Florida, and which customarily provides service or otherwise aids in the financing of mortgages and/or construction loans on real property located in the State of Florida, or any federal, state, or local governmental authority.
8. The words "Cuban Exile History Museum" shall mean an institution that maintains, preserves, keeps, and otherwise conserves a collection of art, documents, artifacts, and objects for historical, cultural, educational, scientific, and artistic purpose(s) of people who have left the Republic of Cuba, which is made available for the viewing, examination, and enjoyment by the general public.
9. The words "Plans and Specifications" shall mean the plans and specifications for all the work in connection with the construction and build-out of the Project, and shall include any changes, additions or modifications thereof, provided the same are approved as provided for by the Landlord herein.

10. The word "Premises" to mean the vacant parcel of land being leased by the Landlord to the Tenant for the development of the Project. The County-owned property is located at 400 N.E. 8th Street, Miami, Florida (Folio No.: 01-3231-055-0020), and is approximately 120,485 square feet in size (approximately 2.77 acres). See map of the Premises, shown in "Exhibit A", and which is incorporated herein by this reference. The Premises is further described in Article 3, of this Lease.
11. The word "Project" shall mean the overall development on the Premises which will consist of a multi-story building, consisting of the Cuban Exile History Museum, with an adjacent outdoor open-space area, which open-space will always be free to the public, and with sufficient parking on the Premises, meeting any and all building and zoning code requirements, and all of which is constructed substantially as it is depicted and described in the plans and Development Concept submitted by the Tenant, consisting of, at minimum, three (3) story building, and the minimum of parking spaces required by zoning, together with such related non-museum facilities as determined necessary by the Landlord, and which development includes any and all matters and things that will be required to be done by the Tenant in accordance with the terms and conditions of this Lease.

ARTICLE 3
DESCRIPTION OF PREMISES

3.01 Landlord hereby leases the Premises to Tenant, and Tenant hereby rents the Premises from Landlord, subject to the terms, covenants, conditions and provisions of this Lease.

3.02 Premises. The vacant parcel of land involved in this matter, which is commonly known as Parcel B, is located in the City of Miami, and is described as follows:

Folio Number:	01-3231-055-0020
Property Address:	400 N.E. 8 th Street, Miami, Florida
Legal Description:	MARITIME ARENA, PB 154-37 T-152, Tract B

3.03 The Premises is graphically depicted on the attached map, marked "Exhibit A" and incorporated herein by reference.

3.04 Landlord and Tenant agree that the square footage of the Premises is approximately 120,485 square feet (approximately 2.77 acres). And further that the square

footage of the Premises is only an approximation of size, as the Premises has not been duly measured by the Landlord. Moreover, the Tenant, has visited the Premises first-hand, and therefore is fully aware of the size of the Premises, and has determined that the Premises is of sufficient size for its intended purposes.

3.05 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 warranty as to the condition of the Premises and/or whether it is fit for any particular purpose.

3.06 Further, the Landlord and Tenant specifically agree that the Premises does not include the baywalk (cement path), located immediately adjacent to the eastern edge of the Premises, consisting of approximately six hundred eleven (611') linear feet, and approximately sixteen (16') feet wide, immediately adjacent to the western edge of the seawall. The Tenant hereby agrees to not build on, interfere with, or otherwise encroach upon the baywalk. An aerial depicting the location of the baywalk is attached hereto, marked as "Exhibit C", and is incorporated herein by reference.

ARTICLE 4 **TERM**

4.01 The term of this Lease is for a period of fifty-five (55) years. This Lease shall commence or otherwise become effective after the Tenant has timely completed all of the Milestones, as defined and described in the Memorandum of Understanding, between the parties, dated _____, 20 _____. The date on which this Lease becomes effective, as provided herein, and as first written above in this Lease, is called the "Commencement Date." As of the Commencement Date, the Tenant shall take possession of the Premises, and as of such date shall be fully responsible for maintaining the Premises, and timely constructing the Project, in accordance with this Lease. The Commencement Date shall be materialized and confirmed in a document named Confirmation of Commencement Date, which shall be executed by the Landlord in the form attached hereto as Schedule 4.01. However, in accordance with the Memorandum of Understanding, between the parties, dated _____, 20 _____, in no event

shall the Commencement Date be more than forty-eight (48) months after the Effective Date of the Memorandum of Understanding. If the Commencement Date has not occurred within forty-eight (48) months from the Effective Date of the Memorandum of Understanding, then such failure shall be an automatic event of default under the Memorandum of Understanding, and the Tenant's opportunity to enter into this Lease shall automatically terminate, and the Tenant shall not be entitled to possession of the Premises, or any type of recovery, compensation, or reimbursement for any expenditure, or anticipated expenditure. Further, the Landlord and the Tenant hereby acknowledge and agree that this Lease shall terminate on _____, 20____ (hereinafter the "Expiration Date), which date is fifty-five (55) years from the Commencement Date, so long as Tenant complies with all of the terms and conditions herein, including the requirements to meet and comply with any and all applicable laws, ordinances, and regulations.

4.02 The Tenant agrees that not only shall this Lease expire on the Expiration Date without the necessity of any notice from either the Landlord or the Tenant to terminate the same, but also Tenant hereby waives notice to vacate or quit the Premises and agrees that Landlord shall be entitled the benefit of all provisions of law respecting 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.

4.03 If Tenant shall be in possession of the Premises after the Expiration Date, in the absence of any agreement extending the term hereof, the tenancy under this Lease shall become one of month-to-month, 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 and shall be subject to rent based upon the terms and conditions found in Article 5.

4.04 Provided the Tenant is not otherwise in default, Tenant is hereby granted the option to extend this Lease for a twenty (20) year renewal option period upon the same terms and conditions. Tenant must provide the Landlord with notice, in writing, of its desire to remain in the Premises at least one hundred eighty (180) calendar days prior to the Expiration Date.

ARTICLE 5
RENT

5.01 Tenant covenants and agrees to pay to Landlord as rental for a term of fifty-five (55) years, commencing upon the Commencement Date, and expiring on the Expiration Date, the amount of One (\$1.00) Dollar per year, and payable upon the Commencement Date of this Lease, plus any and all applicable taxes, including, but not limited to sales tax, and thereafter payable on the anniversary of the Commencement Date, to the Board of County Commissioners, c/o Internal Services Department (ISD), 111 N.W. First Street, 24th Floor, Miami, Florida 33128, or at such other place and to such other person as Landlord may from time to time designate in writing, as set forth herein. The Tenant further agrees to pay any and all such rent without stipulation, restriction, condition, reservation, deduction, or set-off.

5.02 Tenant also agrees that should it be in possession of the Premises after the Expiration Date, or any renewal or extension thereof, that it shall, in addition to being liable to the Landlord for any and all damages as a result of such holdover, be obligated to pay the then market rent, meaning that rental rate that the Landlord could normally obtain if the Landlord elected to rent the Premises to a third party, which assessment contemplates an arms' length transaction (hereinafter "Market Rent"). Market Rent shall be determined by an independent appraiser selected by the Landlord, who appraises the Premises in its then current condition (no reduction shall be given for any Improvements made by the Tenant to the Premises).

5.03 The Tenant hereby acknowledges and agrees that if at any time during the term of this Lease, or any renewal or extension thereof, a tax, charge, levy, imposition, or excise is placed, or otherwise imposed, on the Premises, and/or the Tenant's leasehold interest in the Premises, then the Tenant shall be solely responsible for the payment and satisfaction of any such tax, charge, levy, imposition, or excise.

5.04 Tenant further agrees that it shall pay the rent when due and payable, and without setoff, deduction or prior demand whatsoever. Tenant shall pay the rent without any stipulation, restriction, condition, reservation of right, or any other limitation. If Tenant shall fail to pay rent or any portion of the rent, within seven (7) calendar days of when it is due, Tenant shall be obligated to pay a late payment charge equal to the greater of One Hundred (\$100.00) Dollars, or ten (10%) percent of any rent payment not paid when due to reimburse Landlord for its additional administrative costs. In addition, any rent payment which is not paid within seven (7) calendar days after the due date shall bear interest in the amount of the highest legal rate of interest as permitted by the State of Florida, and continue until such rent payment amount is paid in full to the Landlord.

5.06 Tenant shall provide the Landlord with a copy of any applicable certificate of sales tax exemption within thirty (30) calendar days of the Commencement Date. Any failure to provide the required certificate of sales tax exemption may result in the Tenant being assessed the amount of sales tax in addition to the amount of any rent under this Lease.

ARTICLE 6

PERMITTED USE OF PREMISES

6.01 Tenant shall only perform work or make Improvements on or to the Premises that are consistent with the construction of the Cuban Exile History Museum, along with an adjacent open-space area, and parking. The Cuban Exile History Museum, once constructed, shall be operated by the Tenant, and/or an agent or vendor of the Tenant, throughout the term of this Lease, as a museum featuring exhibits in honor of the people who left the Republic of Cuba, along with a restaurant, meeting hall, classrooms, and exhibition areas. The open-space area shall always be free to the general public. The Tenant agrees that the Cuban Exile History Museum shall be utilized by the Tenant for the benefit of the public and community interest and welfare. The Tenant agrees to keep the museum open and safely maintained for the public, and to allow all Miami-Dade County residents equal access and use of the museum, and not to discriminate when charging facility admission fees ("Permitted Use"). The Tenant shall not use, operate, manage, suffer the use or permit the use of the museum, or any part thereof, in any manner, or anything done therein or brought or kept therein, which would in any way: (i) violate any of the terms or conditions of this Lease, including, but not limited to the above-described

Permitted Use; (ii) violate any legal requirement, or insurance provision or policy; or (iii) impair any of the Landlord's right, title, and/or interest in the Premises, including any of the Improvements thereon.

6.02 Tenant agrees that it shall not begin actual construction of the Project during the term of this Lease without receiving the Landlord's prior written permission, which shall be based on the Tenant having timely completed the Milestones, as defined and listed in the Memorandum of Understanding, entered into between the parties, dated _____, 20____, and having secured a building permit from the City of Miami (the Tenant is required to deliver a copy of such permit to the Landlord). The Tenant will also provide the Landlord with a letter certifying that it has timely completed all of the Milestones to meet the terms and conditions of the Memorandum of Understanding, and inform the Landlord of the date that it anticipates to break ground for the Project.

6.03 Tenant acknowledges and agrees that it will timely comply with all of the Milestones and other requirements found in the Memorandum of Understanding, and that failure to do so shall be an event of default under the Memorandum of Understanding, and shall prevent the parties from entering into this Lease.

6.04 Tenant agrees that Commencement of Construction of the Project shall occur within forty-eight (48) months of the Effective Date of the Memorandum of Understanding, between the parties, dated _____, 20____, and Completion of Construction of the Project shall occur within thirty-six (36) months from the Commencement of Construction date for the Project, and any and all Improvements, being completed no later than the end of the thirty-sixth (36th) month period, and any failure to timely complete the construction of the Project shall be an event of default. Completion of Construction shall be evidenced by a Certificate of Occupancy, subject to delay due to *force majeure*. The foregoing being said, in accordance with Section 9.01 below, the Tenant, with the prior written approval by the Landlord, specifically, the County Mayor, or the County Mayor's designee, may extend the time period to complete the construction of the Project up to an additional twelve (12) month period.

6.05 Tenant agrees that upon Completion of Construction of the Cuban Exile History Museum, the Tenant will continuously use the Premises for the Permitted Use and for no other purpose whatsoever.

ARTICLE 7
CONDITION OF PREMISES

7.01 Landlord and Tenant agree that the Tenant shall be solely responsible for obtaining, securing and/or maintaining any and all permits, government approvals, and licenses, including, but not limited to, construction or building permit(s) and/or license(s). Tenant agrees to be solely responsible for the cost to obtain all required permit(s) and/or license(s).

7.02 Tenant agrees that it is solely responsible for securing any necessary land use approvals, zoning regulations, restrictions, rules, laws and ordinances that may be necessary in order for the Tenant to construct the Project.

7.03 Tenant is aware of any and all easements or other encumbrances on or about the Premises and shall determine if any such easements or other encumbrances will or will not interfere with the Tenant's planned use of the Premises as the Cuban Exile History Museum, with an adjacent open-space and parking areas. Tenant agrees that if any easements and/or other encumbrances exists on the Premises that it shall be the Tenant's responsibility to cause the removal of such easements and other encumbrances, or to design the proposed building and/or the entire Project in such a manner as to not disturb or interfere with the easements and/or other encumbrances.

7.04 The parties hereby expressly acknowledge and agree that Tenant shall not occupy or otherwise utilize any portion of the Premises prior to obtaining all necessary permits, government approvals, and/or licenses for the Project. And, if any necessary permit or license expires, is revoked, suspended, or withdrawn, for any reason whatsoever, Tenant shall refrain from such use, occupancy and/or operation until the Tenant has re-secured, and has in hand, the appropriate permit(s) and/or license(s) which authorize and warrant the use, occupancy and/or operation of the Premises as contemplated under this Lease. Further, Tenant is fully responsible for complying with, at its sole cost and expense, any and all building, fire, health, safety, or

other codes.

7.05 Tenant acknowledges and agrees that the Premises currently consists of a vacant parcel of land, and hereby accepts full responsibility to undertake any and all environmental assessments on or about the Premises, and if necessary, clean-up (as determined by any and all federal, state, county, and local laws and regulations) the Premises, at Tenant's sole cost and expense, to a level or amount that will allow for the development of the Project, including the construction of any and all structure(s) or Improvements that will comprise the Cuban Exile History Museum, and adjacent open-space and parking areas. Further, throughout the term of this Lease, the Tenant shall also be solely responsible for any and all repair and maintenance to the Premises and all Improvements, including, but not limited to, complying with the Americans with Disabilities Act (and/or any related law, rule, or regulation), addressing any groundwater or soil conditions, structural and/or foundation problems, and air and/or noise quality.

ARTICLE 8 **TAXES**

8.01 Tenant understands and agrees that as a result of the Landlord's ownership of the Premises, the Premises currently does not incur any *ad valorem* taxes. However during the term of this Lease, consistent with Sections 5.01 and 5.03 above, the Tenant shall be solely responsible for any and all taxes, charges, capital levy, imposition, or excise that is assessed or otherwise imposed on the Premises, the leasehold interest, and/or the rent. The Tenant shall be responsible for and shall pay, before delinquency, all municipal, county, or state taxes assessed against any occupancy interest or personal property, of any kind or nature, owned by or placed in, upon, or about the Premises. Further, the Tenant hereby covenants and agrees to pay, without notice or demand and without set-off, abatement, suspension or deduction, any and all taxes, payments in lieu of taxes, betterment assessments, water, electric, sewer, telephone and other utility charges for the Premises and/or any structures and/or improvements thereon. Tenant further covenants and agrees to pay without notice or demand and without set-off, abatement, suspension or deduction, all other costs, general and special, ordinary and extraordinary, foreseen and unforeseen, which are due and payable during the term of this Lease, at any time imposed or levied against the Premises and/or any structures and/or

Improvements thereon. All such payments shall be made no less than five (5) calendar days prior to the last date on which the same may become delinquent and be paid without penalty.

8.02 Tenant will furnish to Landlord, once per year, concurrently with evidence of its not-for-profit status, proof of payment of all items referred to in paragraph 8.01, which are payable by Tenant, including, but not limited to the payment of any taxes or payments in lieu thereof.

8.03 If Tenant shall elect to contest the payment of any taxes, Tenant may make such payment under protest, or if postponement of such payment will not jeopardize the Landlord's title or interest in or to the Premises, or subject Landlord to the risk of any civil liability or penalty as determined in the sole and absolute discretion of the Landlord, Tenant may postpone the same to contest the amount of such taxes, but only if such postponement is done in accordance with the then-applicable laws, rules and regulations. If Landlord then so requires, Tenant shall secure the full amount of the taxes levied and the interest and penalties thereon and the costs of the proceedings or suit on the determination of whether the amount of the taxes is appropriate, by causing to be delivered to the Landlord in the form of a bond or other security, in the form satisfactory to Landlord, which amount Landlord shall hold in its general account during the pendency of the proceedings. Landlord shall return any amounts remaining, without interest, within thirty (30) days of the conclusion of the proceedings, which the Landlord did not use to pay the taxes, interest or penalty. Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all costs and expenses incurred on account of Tenant's protest and participation in such proceedings and/or as a result of Tenant's failure to timely pay taxes and other related charges with respect to the Premises and/or any structures and/or improvements thereon. Tenant shall promptly furnish the Landlord with a copy of any notice of all events and actions as they relate to the proceedings and/or suits.

8.04 Tenant shall be solely responsible, and shall pay before delinquency, any and all municipal, county, and/or state taxes assessed against any occupancy interest or personal property of any kind or nature, owned by or placed in, upon, or about the Premises, and any of the Improvements thereon, including, but not limited to the Cuban Exile History Museum, by the Tenant, or any of its officers, employees, vendors, and/or agents.

ARTICLE 9
CONSTRUCTION OF STRUCTURES AND IMPROVEMENTS

9.01 Tenant, at its sole cost and expense, shall, at a minimum, perform any and/or all of the pre-construction work necessary to construct the Project. The construction of the Project shall incorporate sustainable development building measures (green building practices) into the planning, design, construction, renovation and maintenance of the building and any and all improvements, all in accordance with the Landlord's Sustainable Buildings Program, as further described below in Section 9.02. The construction of the Project shall commence no later than forty-eight (48) months from the Effective Date of the Memorandum of Understanding, between the parties, dated _____, 20 _____. Commencement of the Project, as defined by the Commencement of Construction, is hereby agreed upon and determined to be the cumulative of: 1.) issuance of the building permit(s) for the Project; 2.) the commitment for funding for the entire construction project; 3.) a general contractor that is retained and ready to begin construction; along with 4.) filing of a notice of commencement under Section 713.13, *Florida Statutes*; and 5.) the visible start of work (i.e. actual construction of the Project), including the installation of on-site utilities, excavation, soil stabilization work, and/or the construction of the actual building (note, simply pouring of the foundation will not serve as Commencement of Construction). Further, the Tenant specifically agrees that construction of the Project will occur over a thirty-six (36) month period, with the Project being completed by the end of the thirty-sixth (36th) month period, as evidenced by a Certificate of Occupancy, subject to delay due to *force majeure*. The Tenant hereby acknowledges and agrees that any failure to timely complete the construction of the Project shall be an event of default. However, the Tenant, with the prior written approval by the Landlord, specifically, the County Mayor, or the County Mayor's designee, which may be granted or denied in the Landlord's sole and absolute discretion, may extend the time period for Completion of Construction of the Project up to an additional twelve (12) month period. Failure to timely construct a structure(s) and/or Improvements to the Premises, which can sufficiently serve as the Cuban Exile History Museum, as reasonably determined by the Landlord, all in accordance with the terms and conditions of this Lease, shall result in the termination of this Lease, and the Premises reverting to the Landlord, along with any and all structure(s), building(s), and/or Improvements thereto.

9.02 The Tenant acknowledges and agrees that it is required to comply with the Landlord's rules, regulations, and ordinances pertaining to constructing a sustainable (or "green") building(s) on the Premises that conserves the community's natural resources, saves taxpayer dollars, reduces operating expenses, and creates a healthier built environment for employees, tenants, and visitors on and about the Premises. As a direct result of the Tenant's commitment to construct a sustainable building(s), the Tenant further agrees to the following:

A.) The Tenant is required, at its sole cost and expense, to construct the Project, including, but not limited to the Cuban Exile History Museum to at least a Silver designation rating from the U.S. Green Building Council's Leadership in Energy and Environmental Design (LEED), and the construction of any building and/or structure must also be in compliance with any and all of the "green building standards" required by the Landlord for new construction projects, in addition to any and all Florida building code restrictions and/or requirements. The Tenant acknowledges and agrees that the LEED Silver certification or designation means that the Project shall be constructed to meet certain specifications as outlined by the U.S. Green Building Council, which will include various "green" or environmentally responsible features including, but not limited to, the preparation of the Premises, as well as the design and construction of the building and/or other Improvements; and all shall be reviewed, examined, approved, and certified by a neutral and independent third-party who is certified or approved by the U.S. Green Building Council, and who also regularly certifies such structures as meeting certain LEED standards and/or requirements. The Tenant agrees to regularly provide the Landlord with copies of any and all records and/or reports (including but not limited to any approvals, rejections and/or comments) from the neutral and independent third-party reviewing the construction of the Project, to establish that the Tenant is in fact proceeding with the construction in a manner to ensure that the LEED Silver designation can be secured from the U.S. Green Building Council. The Tenant also hereby acknowledges and agrees that it must incorporate high performance building concepts and technologies in order to enhance the overall design and construction of the Project, while simultaneously making any and all other Improvements and the remaining outdoor open-space area environmentally responsible.

B.) The Tenant hereby acknowledges and agrees that the LEED Silver designation is a description or label designed to establish the level of energy efficiency and sustainability for the Project, including any and all other Improvements that will be constructed on the Premises, and such energy efficiency should substantially improve the “normal” or “regular” energy efficiency and indoor air quality for the Project, including, but not limited to, each individual classroom and/or meeting space in the Cuban Exile History Museum. Beyond these environmentally responsible steps, the Tenant specifically agrees to consider additional areas or means to improve and/or protect the environment with regard to the construction project, including, but not limited to, protecting the nearby Intracoastal Waterway, and inform the Landlord of any and all such additional methods or ways that the Tenant will utilize “green building standards” in the design and construction of the Project, in an effort to achieve the important goals of creating a healthy place to live and work as well as an environmentally responsible development in the community.

C.) Substitution of Standard: The Landlord has determined that with regard to the Project, the Tenant may be permitted to utilize an alternative sustainability standard, however, such standard must be first approved by the Landlord’s sustainability manager. Further, in utilizing an alternative green building standard, the Tenant is required to comply with the requirements to reach the Silver designation level for the selected standard, and to regularly provide the Landlord with copies of any and all records and/or reports (including but not limited to any approvals, rejections and/or comments) from the neutral and independent third-party reviewing the construction of the Project, to establish that the Tenant is in fact proceeding with the construction in a manner to ensure that the appropriate designation can be secured from the selected green building standard. The Tenant also hereby acknowledges and agrees that it must incorporate high performance building concepts and technologies in order to enhance the overall design and construction of the building, while simultaneously making any and all other Improvements and the remaining public spaces environmentally responsible in order to comply with the above mentioned requirement.

9.03 Tenant understands and agrees that it is solely responsible to procure any and all design, construction and related services in strict compliance with any and all local

laws, rules and/or requirements. The Tenant shall comply with all requirements of this Lease in seeking to select its architects, engineers and designers, including but not limited to the requirements of Section 33.11 herein, relating to Small and Community Business Enterprise Programs.

9.04 Prior to the Commencement of Construction, the Tenant must deliver Plans and Specifications, including, but not limited to drawings, models, samples, as well as scheduling for any construction, fencing, landscaping and/or other Improvements, which will all be commenced and completed at Tenant's sole cost and expense, to the Landlord, and specifically to the Director of the Internal Services Department and the Director for the Department of Cultural Affairs, for written approval at least sixty (60) calendar days before the commencement of any work. The Tenant acknowledges and agrees that the Landlord shall have the sole right to approve, alter, modify, and/or reject any and all Plans and Specifications, if such documents establish to the Landlord that if such proposed Improvements are constructed or installed on or about the Premises it will interfere with the regular and/or ongoing operations of the businesses that are tenants in, or otherwise utilize the AmericanAirlines Arena.

9.05 Upon the Landlord's initial receipt of each of the Plans and Specifications, as described above in Section 9.04, the Landlord shall review the same, reasonably and in good faith, and shall, within thirty (30) calendar days after receipt thereof, advise Tenant in writing of its approval or disapproval, setting forth in detail its reasons for any disapproval. In the event of disapproval, Tenant shall, within thirty (30) calendar days after the date Tenant receives such disapproval, make those changes necessary to meet the Landlord's stated grounds for disapproval. Upon the Landlord's receipt of the revised Plans and Specifications showing the changes requested by the Landlord, the Landlord shall review the same, reasonably and in good faith, and shall, within fifteen (15) calendar days after receipt thereof, advise Tenant in writing of its approval or disapproval, setting forth in detail its reasons for any disapproval.

(a) As an alternative to revising the Plans and Specifications upon receipt of the Landlord's disapproval of the initial submission, the Tenant may request reconsideration of such comments, by first describing in detail why it reasonably believes that the Plans and

Specifications should not be changed or modified, in which case, within thirty (30) calendar days of such request for reconsideration, the Landlord shall again advise Tenant in writing of its approval or disapproval, setting forth in detail its reasons for any disapproval. If the Landlord continues to disapprove after reconsideration, Tenant shall resubmit revised Plans and Specifications to the Landlord within thirty (30) calendar days after the date Tenant receives such disapproval. Any resubmission shall be subject to review and approval by the Landlord, in accordance with the procedure hereinabove provided for an original submission, until the same shall receive final approval by the Landlord. The Landlord and the Tenant shall in good faith attempt to resolve any disputes concerning the Plans and Specifications in an expeditious manner. If the Landlord shall have approved any aspect of the Plans and Specifications in an earlier plan submission, and no portion of the revised Plans and Specifications has affected the earlier-approved aspect, absent extenuating circumstances, the Landlord shall not have the right to disapprove that which it approved earlier, unless it is determined by the Landlord that such Plans and Specifications fails to comply with any applicable laws, statutes, regulations, and/or ordinances.

(b) Following completion of the Plans and Specifications approval process, as described herein above, the Landlord's approved Plans and Specifications for the Project shall be the construction plans for the Project. The Landlord's approval shall be in writing and each party shall have a set of construction plans signed by all parties as approved. In the event any material change occurs after approval of the construction plans for the Project, then Tenant must resubmit the changed portion of the construction plans to the Landlord for the Landlord's reasonable approval (irrespective of whether the change is required by another Miami-Dade County department as part of the permitting process).

9.06 Tenant hereby agrees to provide the Landlord with prior written notice of any desire to change, alter, or modify the Plans and Specifications and/or the Development Concept which have been approved by the Landlord for the construction of the Improvements on the Premises, including, but not limited to the Cuban Exile History Museum. The Tenant hereby acknowledges and agrees that the Landlord may, at any time, and from time and time, unilaterally: (a) make or permit changes or revisions to the structure of the Improvements on the Premises, including, but not limited to the Cuban Exile History Museum and/or the parking, walkways, sidewalks, pathways, driveways, open-space area, landscaped areas, and/or any

proposed additions, expansions, alterations and/or rearrangements of any of the Improvements. Should, for any reason, the Landlord elect to not to approve or grant the performance of any alterations or changes to the Improvements on the Premises, including but not limited to the Cuban Exile History Museum, there shall be no claim or cause of action for the Tenant for any proposed, perceived, or actual loss or diminution of its income and/or revenue arising from or to its business, nor shall there be any liability on the part of the Landlord by reason of any inconvenience, annoyance, embarrassment, or injury to the Tenant or the Tenant's business arising from the Landlord's determination not to grant or approve any such request for an alteration, change, or revision.

9.07 Tenant shall cause any and all construction to be performed competently and in a good and workmanlike manner by duly qualified and licensed persons and/or entities, using first grade materials, and with as little interference as practicable to the affairs of nearby residences and/or businesses.

9.08 At least ten (10) days before Tenant commences any construction work on the Premises, or any materials are purchased from a supplier, Tenant shall execute, deliver to the County and record in the public records of the County, a payment and performance bond equal to the total cost of construction of the Improvements. Each payment and performance bond shall be in compliance with all applicable laws including the terms of Section 255.05, Florida Statutes, and in compliance with the requirements of Sections 255.05(1)(a) and (c), Section 255.05(3), and Section 255.05(6), and shall name the County and the Tenant beneficiaries thereof, as joint obligees. Tenant shall not allow any mechanics liens or materialman's liens, or liens, judgments or encumbrances of any kind ("Encumbrances"), to be placed on, or to cloud title of, Landlord's fee simple interest in the Premises and shall indemnify Landlord for any costs, expenses, or damages Landlord incurs by reason thereof, in the event that any such Encumbrance is not removed as a lien on the Landlord's fee simple interest within forty five (45) days after Tenant receives written notice from Landlord demanding removal of such Encumbrance, and in which case such Encumbrance shall be deemed an event of default. Tenant shall promptly take all steps required to promptly remove or otherwise resolve all such Encumbrances of which Tenant has been given actual notice.

(A) Alternative Security. Alternatively to the 255.05 payment and performance bonds provided for above, Tenant and its contractors and material suppliers may individually or collectively:

(1) provide the County with an alternate form of security in the form of a certified check in the amount specified by the County that the County may deposit in a County-controlled bank account or an irrevocable letter of credit in a form and for an equivalent amount that is acceptable to the County ("Alternative Security"), to remain in place until evidence reasonably satisfactory to the County is submitted to demonstrate all contractors performing improvements on the Premises have been paid and final completion has been obtained for same, and such Alternative Security shall meet the specifications set forth below; and

(2) so long as each prime contractor hired by Tenant to perform work and/or make improvements on the Premises shall provide a Performance Bond with a surety insurer authorized to do business in the State of Florida as a surety in an amount not less than 100% of his/her/its respective contract in a form acceptable to the County to insure that his/her construction work shall be completed by the contractor or, on its default, his/her surety and shall name the County as an additional obligee and shall meet the specifications set forth below; and

(3) each prime contractor hired by Tenant to perform work and/or make improvements on the Premises shall provide a Payment Bond with a surety insurer authorized to do business in the State of Florida as a surety in an amount not less than 100% of his/her/its respective contract in a form acceptable to the County to secure the completion of the Improvements free from all liens and claims of sub-contractors, mechanics, laborers and material men and shall name the County as an additional obligee and payee.

(4) If Tenant provides the Alternative Security, Tenant shall also comply with the following obligations: (a) Tenant shall obtain a conditional release of lien from each of its prime contractor(s) at the time each progress payment is made; and (b) Tenant shall obtain an unconditional release of lien from each of its prime contractor(s) within five (5) business days after payment is made.

(5) In the event Tenant's contractor(s) claim non-payment(s), and/or, fail to timely provide unconditional releases of lien within the

timeframe stipulated under these terms, Tenant reserves the right but not the obligation to: (a) reduce the amount(s) in question from the cash deposit(s) or security posted until the claim(s) is/are liquidated; or (b) appropriate funds for such payment(s) from any cash deposit(s) or security posted and make payment(s) directly to the claimant(s).

(iii) In either case, Tenant shall, within ten (10) business days of the County's notification to deposit an amount equal to the reduced/disbursed amount in the County's escrow account or increase the irrevocable letter of credit so as to replenish the original amount of the cash deposit(s) or security posted.

9.09 Tenant acknowledges and agrees that the Landlord, in its capacity as Landlord under this Lease, currently has no obligation and in the future shall have no obligation, financial, regulatory or otherwise, for any activities necessary or otherwise related to the Project, including, but not limited to, the pre-construction and/or construction of any structure(s) and/or Improvements on or about the Premises during the term of this Lease.

9.10 Prior to the Commencement of Construction, the Tenant, at its sole cost and expense, shall appoint a representative who shall meet regularly with Landlord's staff, and the architect's representative and the Contractor, as later defined, throughout the Project. The Tenant shall provide Landlord's staff with timely notice of any and all meetings with the architect's representative and/or the Contractor, and the Landlord's staff shall have the option to be present during any or all such meetings. The Tenant's meetings with either the architect's representative and/or the Contractor shall occur at least on a bi-monthly basis. The parties expressly acknowledge and agree that it is the sole responsibility of the Tenant to ensure that Project Costs, as later defined, do not exceed the Tenant's capital budget and/or the funding available (in cash) to meet the budget.

9.11 If Tenant's construction activities or other actions relative to the Premises result in the introduction of hazardous materials or contamination of the soil and/or groundwater, 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, at the Tenant's sole cost and expense; and (3) to indemnify, defend

and hold the Landlord harmless from and against any claim, suits, causes of action, liability, obligations, costs and/or fees, including any and all attorneys' fees arising from or connected with such contamination, claim of contamination or damage.

9.12 Improvements, including, but not limited to anything erected or 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 Expiration Date or upon such earlier termination or cancellation as provided for in this Lease), all such leasehold improvements 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.

9.13 Subject to the provisions of Section 9.12 of this Lease, Tenant's introduction of any supplies and/or equipment to the Premises, which personal property can be removed without damage to the Premises, shall remain the Tenant's property and may be removed from the Premises upon the expiration of this Lease.

9.14 Tenant agrees that in an effort to protect the Landlord in the event Tenant defaults hereunder, Tenant hereby grants to Landlord a security interest in all of the Tenant's personal property, including, but not limited to, all goods, equipment, and supplies belonging to the Tenant which are placed on or about the Premises during the term. Said security interest shall secure all amounts to be paid by Tenant to Landlord hereunder, including, but not limited to, the cost for maintenance and repairs to the Premises, and attorneys' fees, expert witness fees and court costs.

9.15 The Tenant will provide the Landlord with thirty (30) days' advance notice of the date it plans to issue its solicitation documents for the selection of a construction contractor for the construction of the Project. The Tenant shall issue solicitation documents seeking bids for the construction of the Project pursuant to this Lease, including the requirements of Section 33.11 herein, relating to Small and Community Business Enterprise Programs, with the bid documents delineating the responsibility of respective costs to the Tenant. Once the Tenant has

received all bids and made a determination as to the lowest responsive and responsible bidder ("Contractor"), it shall provide the Landlord with written notice of the construction cost of the Project, which cost shall be increased by ten (10%) percent to account for contingencies (collectively referred to as "Project Cost").

9.16 The Tenant agrees that any and all Plans and Specifications for the Project, including, but not limited to any drawings, models, samples and the like produced or developed in connection with the planning, design, and construction of the Improvements on the Premises, or any portion thereof shall, upon the expiration or early termination of this Lease, become the sole property of the Landlord, without any compensation, remuneration, or reimbursement to the Tenant. Further, the Tenant shall provide the Landlord with as-builts for any construction, renovation, repair, improvements, replacements, and/or additions undertaken during the term of this Lease.

9.17 Consistent with its oral representations to the Landlord, the Tenant hereby acknowledges and agrees that it will be solely responsible to fully fund the entire Project Cost for the Project. Additionally, to the extent the development of the Project results additional unforeseen infrastructure costs, as opposed to what was contemplated by the Tenant, the Tenant hereby agrees to fund such additional costs. The Tenant shall also be responsible for any additional costs for the Project, foreseen or unforeseen, including, but not limited to, the supporting facilities, constructing the parking, and all other development of the Premises that are attributable to the cost of developing the Project. The Tenant further expressly acknowledges and agrees that there is no financial commitment by the Landlord for any funding or services related to the design, construction, and/or operation of the Project, and that the Landlord shall have no responsibility for funding the design, construction, and/or operations of the Project, and any other Improvements on or about the Premises, as may be required by the design, construction, and operations of the Project.

ARTICLE 10
OPERATION, MAINTENANCE, AND REPAIR

10.01 Tenant agrees, upon Completion of Construction, to operate, manage, maintain, and repair the Project, including, but not limited to the Cuban Exile History Museum,

throughout the term of this Lease. The Tenant shall continuously and uninterruptedly use, operate, manage, maintain, and repair the Project, including, but not limited to the Cuban Exile History Museum, the open-space area, and the parking area(s), throughout the term of this Lease, for the purposes described in the Permitted Use clause of this Lease. As described in Section 29.03 of this Lease, the Tenant shall not abandon, discontinue, and/or cease its operations of the Cuban Exile History Museum, and/or the Premises, including any of the Improvements thereon, for any consecutive period of thirty (30) days or more, without the prior written consent of the Landlord. Any failure of the Tenant to timely occupy, or to abandon, discontinue, and/or cease its operations, as set forth in this Lease, shall be deemed an event of default, and as a result, after the applicable cure period, this Lease may be terminated by the Landlord.

10.02 Tenant agrees to operate the Cuban Exile History Museum utilizing the highest degree of professionalism. The Tenant shall have working at the Cuban Exile History Museum adequately trained personnel and staff to provide services to customers, users, patrons, visitors, and/or guests. The Tenant shall employ a qualified full-time on-site manager having experience in the management of the type of operation needed to efficiently and effectively operate the Cuban Exile History Museum, who shall be available during normal business hours, and be delegated sufficient authority to ensure the competent performance and fulfillment of the ongoing obligations and responsibilities of the Tenant under this Lease, and to accept service of all notices provided for in this Lease.

A.) The Tenant's management authority for the Cuban Exile History Museum, as well as for the open-space and parking lot area(s) shall include, but shall not be limited to, the establishment and control of: (i) rental rates of facilities housed within the Cuban Exile History Museum, such as ticket prices, concession sales rates for concessions within the facility and all other fees and rates incidental to the operation of the Cuban Exile History Museum; (ii) booking policies to govern use of the Cuban Exile History Museum; (iii) procedures for handling ticket sales revenues and other box office receipts generated by the Cuban Exile History Museum; and (iv) vendor selection and other hiring procedures for the Cuban Exile History Museum. The Tenant shall also provide and be solely responsible for all accounting, advertising, public relations, and legal services required for operation of the Cuban Exile History Museum, as well

as the parking lot area(s) and the open-space area. The Tenant, as described elsewhere in this Lease, shall obtain in its own name, and be solely responsible for any and all costs for utilities, water, sewer, trash and garbage collection, as well as all maintenance, security, and janitorial services that may be required.

B.) The Tenant shall operate and make all programming, production and presentation decisions, provide teaching, learning and research opportunities for the public and ensure that exhibitions, events, and programs of the highest caliber are presented. Furthermore, the Tenant acknowledges and agrees that it is its intent to provide the public with a robust educational program and to conduct programs that create a vibrant cultural destination, both inside and outside of the Cuban Exile History Museum. Notwithstanding the foregoing, and to the greatest extent possible, the Tenant should endeavor to meet regularly and work collaboratively with the manager for the AmericanAirlines Arena to ensure that the Tenant's activities do not conflict, or otherwise overcrowd the parking lot area(s), and/or otherwise adversely affect the overall use of the Premises or the activities occurring in the AmericanAirlines Arena. In the case that the Tenant and in the manager of the AmericanAirlines Arena are unable to resolve any conflict, the Landlord shall be the final arbiter as to how the conflict shall be resolved.

C.) Revenues. It is the intent of the parties to this Lease that, the Tenant will have the authority and responsibility over the day-to-day operation of the Cuban Exile History Museum, the open-space area, and the parking lot area (except as described below in Section 10.02(D)). The Landlord and the Tenant agree that the Landlord shall not be entitled to any of the revenues generated by the Tenant for any use on or about the Premises.

D.) Parking. The parties acknowledge and agree that the parking lot area(s) on the Premises will be developed and operated by the Tenant. The parties further acknowledge and agree that the cost of designing, operating, and maintaining parking area(s) is the sole responsibility of the Tenant. The Tenant hereby agrees that the parking lot area(s) will be open at all times to the general public, but priority will be given to patrons of the Cuban Exile History Museum. The Tenant is free to set the rates for parking for all patrons, except for the tenants occupying space in the AmericanAirlines Arena, and their employees, customers, vendors, and agents. The Tenant hereby acknowledges and agrees that any and all parking rates for the

AmericanAirlines Arena, and the tenant(s) occupying the AmericanAirlines Arena, including their employees, customers, patrons, and/or vendors and agents shall be determined by the Landlord, specifically the Landlord's published parking rates for Valet Parking, as later defined, on the Premises, which is \$1,100.00 per day, and for Staging, as later defined, which is \$550.00 per day, shall be implemented beginning in 2017. The aforementioned rates for both Valet Parking and for Staging shall automatically increase annually by three (3%) percent, on the first (1st) day of January, of each year, without any notice from the Landlord. Further, upon the prior advanced written notice by the manager for the AmericanAirlines Arena, the Tenant hereby acknowledges and agrees that it shall cooperate with the Landlord in order to determine how many and how often parking spaces and/or areas shall be reasonably set aside for surface parking spaces for Valet Parking, and for Staging, for the AmericanAirlines Arena, and the tenant(s) occupying the AmericanAirlines Arena, for events occurring at the AmericanAirlines Arena. Valet Parking is defined as parking for patrons, customers, and/or employees of the AmericanAirlines Arena which involves parking for a fee, or as an added benefit, irrespective of whether or not the parking is performed by an employee of the AmericanAirlines Arena, or by the employees of one (1) of the tenants/occupants in the AmericanAirlines Arena, or by a third-party valet service, or by the owner/driver of the vehicle (self-parking). Staging is defined as the use of the parking area for parking vehicles and storing equipment, which vehicles and/or equipment is associated with an event taking place within the AmericanAirlines Arena, such as the trucks needed to carry the materials and equipment for *Disney on Ice*.

10.03 Tenant agrees to have sole management control over the operation of the Cuban Exile History Museum, including, but not limited to programming, educational and outreach activities, and other events that the Tenant offers or presents. Tenant further agrees, in accordance with Sections 7.04 and 24.01 of this Lease, if any government permits, licenses, and/or approvals shall be required for the proper and/or lawful conduct, exercise, operation, and/or management of the Project, including, but not limited to the Cuban Exile History Museum, then the Tenant shall, at its sole cost and expense duly procure and thereafter maintain such license, approval, and/or permit, and shall at all times comply with the terms and conditions of such approval, permit, and/or license.

10.04 Tenant hereby agrees that it shall, throughout the term of this Lease, in its

own name, secure and maintain any and all utilities for the Premises and the Improvements thereon, including, but not limited to the utilities for the Cuban Exile History Museum. Such utilities include, but shall not be limited to, water and sewer, electrical, internet, phone, cable, and all building systems. The Tenant shall be responsible for all such utilities, and utility lines, irrespective of whether such utility lines are above or below ground.

10.05 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 the Cuban Exile History Museum, the open-space area, the parking lots area(s), any and all other Improvements, and any and all infrastructure (utility lines, pipes, wiring) leading to or from the Premises.

10.06 Tenant shall be solely responsible for entire maintenance, upkeep, and repair of the Cuban Exile History Museum, interior and exterior, including without limiting the generality of the nature of the repairs, any and all structural repairs, as may be required, to the roof, foundation, and/or the envelope of the building. The Tenant is responsible for the repairs and replacement for the façade, windows, doors, lighting, the open-space area, the parking lot area(s), and landscaping. The Tenant shall perform all regular and/or routine maintenance, as well as repair and replacement of all building systems, electrical, plumbing, carpentry, and/or other mechanical installations. The Tenant shall provide the Landlord with an annual report documenting any and all building maintenance and repairs, and the amount of funding spent on performing these responsibilities.

10.07 Tenant, at its expense, shall maintain and keep the Premises and the Improvements thereon, including, but not limited to, all current and future parking areas, the open-space area, any and all pathways, and/or walkways adjacent to or leading to, or from, any structure or Improvement which may be constructed on the Premises, and any and all sidewalks surrounding the Premises, free from debris and graffiti.

10.08 With regard to the general maintenance and occupancy of the Premises, including the Cuban Exile History Museum, the open-space areas, and the parking lot area(s) and all other Improvements, the Tenant will, at its expense: (a) maintain the Premises in a clean,

orderly and safe condition and free of rodents, vermin and other pests (pest control); (b) provide periodic cleaning and janitorial services and upkeep of the Premises and any and all Improvements, including building systems; (c) keep any garbage, trash, rubbish and/or other refuse in safe containers that do not encourage the existence of vermin; (d) cause to have such garbage, trash, rubbish and refuse removed on a daily, weekly, or as needed basis to ensure cleanliness; (e) maintain and keep neat any and all landscaping, including, but not limited to any and all grass, trees, hedges, bushes, plants and other vegetation on the Premises; (f) comply with all laws, ordinances, rules and regulations of governmental authorities regarding the removal of garbage, trash, rubbish and refuse from the Premises; (g) keep all pre-construction, and construction activities, and/or mechanical equipment apparatus free of vibration and noise which may be transmitted beyond the Premises and/or which could disturb adjacent landowners or occupiers; (h) prevent any objectionable odors emanating from or being dispelled from the Premises; (i) comply with and observe all rules and regulations established by the Landlord from time to time which relates to the Tenant's occupancy on the Premises; and (j) conduct its operation in all respects in a dignified manner in accordance with the high standards of other similar not-for-profit organizations. Further, should the Tenant fail to properly maintain the Premises, the Landlord may elect to clean, remove any trash or rubbish, or otherwise maintain the Premises. Should the Landlord elect to clean, remove any trash or rubbish or otherwise maintain the Premises, the Landlord shall invoice the Tenant the amount of the cost associated with such maintenance, including the cost of labor, which cost shall be deemed as rent under this Lease.

10.09 The Tenant shall furnish and install all furnishings, fixtures, and equipment necessary for the regular and ongoing operation of the Cuban Exile History Museum. All furnishings, fixtures, and equipment acquired for the facility shall be of a high quality, and as good as or better than that what is found at similar facilities. The Tenant shall afford the Landlord the opportunity to review and comment upon in advance the selection of all furnishings, fixtures, and equipment for the Cuban Exile History Museum and the open-space area. The Tenant shall obtain the written approval from the Landlord for any alterations or modifications to the Cuban Exile History Museum and the open-space area necessary for the installation of any furnishings, fixtures, and/or equipment. Following the installation of any additional equipment, furnishing, fixtures, along with any Improvements, all of which the

Landlord shall review from time to time, the Tenant shall provide to the Landlord a statement setting forth a complete description of the specific equipment, furnishings, fixtures, and/or Improvements and the date upon which the installation of such equipment, furnishings, fixtures, and/or Improvements were installed and/or completed, and their respective costs. The Tenant agrees that all equipment, furnishings, fixtures, and Improvements provided shall meet or exceed the requirements of all applicable building, fire, pollution, and other related codes. Upon the expiration or early termination of this Lease, the Tenant shall have the right to remove the furnishings and equipment provided and paid for by the Tenant, so long as the removal of such furnishings and equipment will not result in damage to the Premises, or any Improvements thereon, and so long as the furnishings and equipment are not otherwise subject to any type of lien, encumbrance, and/or obligation under this Lease.

10.10 The Tenant acknowledges and agrees that the Tenant is solely responsible to ensure that the Premises, and any and all Improvements thereon, including but not limited to the Cuban Exile History Museum, shall be in compliance with any and all requirements for disable individuals, including, but not limited to, meeting or exceeding the requirements of the Americans with Disabilities Act of 1990 (the "ADA") and any and all related laws, rules, and requirements, such as Section 553.501, et seq. of the *Florida Statutes*.

10.11 The Tenant further acknowledges and agrees that the Tenant is, and shall be, solely responsible for complying with any and all 40 Year Recertification requirements, as such is required by the City of Miami, or Miami-Dade County Code, Section 8-11(f), and/or to the Florida Building Code, including, but not limited to, any and all inspections, repairs, and/or improvements to the Improvements on the Premises. The Tenant hereby agrees to promptly pay any and all fees and costs associated with any 40 Year Recertification requirements, including, but not limited to, the cost to retain or otherwise hire an architect and/or engineer, and the cost associated with making any and all repairs and/or improvements.

10.12 Any damage or injury sustained by any person due to the work of the Tenant or any of its agents or contractors, or due to the maintenance of any mechanical equipment, and/or because of the operation or existence of any mechanical, electrical, plumbing or other equipment or the installation of such, shall be the sole responsibility of Tenant, and Tenant shall

indemnify, defend and hold the Landlord harmless from and against all claims, actions, causes of action, damages and liability in connection therewith, including, but not limited to reasonable attorneys' fees, other professional fees, and any other cost which Landlord may incur.

10.13 Tenant shall, at its sole cost and expense, provide all museum and property management, accounting, advertising, public relations and legal services required for the operations of the Cuban Exile History Museum. The Tenant shall apply for available federal, state, and private grant funding to help pay for its operation and maintenance of the Premises, and all of the Improvements thereon, as well as for any and all expenses. Any and all contracts, licenses, and/or agreements entered into by Tenant in connection with the lease, operation, management, and/or maintenance of the Premises, including all of the Improvements thereon, shall be in its own name.

10.14 Tenant hereby agrees that it will develop a full operating pro-forma as a 5-year operating forecast for the Cuban Exile History Museum in coordination with an independent management consulting firm hired by the Tenant. The Tenant shall consult with the Landlord during the development of its pro-forma and the Landlord, through its Department of Cultural Affairs, shall cooperate with and assist the Tenant with developing its pro-forma. After the final design for the Cuban Exile History Museum is complete and before the Landlord receives a copy of a certificate of substantial completion for the Project, the Tenant shall prepare a detailed operating budget for the first (1st) year of operations of the museum which shall be subject to the review by the Landlord, specifically the County Mayor, or the County Mayor's designee. The Tenant shall maintain the same fiscal year as does the Landlord, such that its fiscal year will commence October 1st and end on September 30th of the following year. The Tenant shall submit to the Landlord by February 1st of each year the entire annual operating budget for the Cuban Exile History Museum, including all classes of revenues and expenditures, for the coming fiscal year, including a recommended capital repair budget and necessary list of anticipated maintenance and repair items. The Tenant shall submit to the Landlord annual reports and annual independent audits conducted by an independent Certified Public Accountant, on or before December 31st of each year for the fiscal year ending in the immediately prior September 30th. Annual reports shall consist of (a) a summary of the programming and marketing activities of the Tenant; (b) a balance sheet; (c) a statement of

revenues and expenditures; and (d) a statement of changes in fund balance since the prior submittal.

10.15 Operations of the Museum Project at No Cost to the County. The Tenant acknowledges and agrees that it will be solely responsible to fully fund the annual operations of the Cuban Exile History Museum, the parking lot area(s), and the open-space area, including, but not limited to: providing professional personnel; establishing and maintaining exhibitions and events; providing all routine (on-going) maintenance and repairs to and for all of the Improvements on the Premises; making any and all capital maintenance, repairs, and replacements of any and all components to all of the Improvement on the Premises; connection and payment of any and all utilities; and any other cost or expense and/or undertaking reasonably necessary for the proper functioning and operations of the Cuban Exile History Museum, along with the open-space area, and parking lot area(s).

10.16 In accordance with Sections 14.01 and 33.08 of this Lease, the Tenant shall, at its cost and expense, procure and provide adequate security to protect the safety of the Tenant, Tenant's employees, vendors, agents, licensees, as well as any and all museum patrons, supporters, guests, and other invitees to the Premises, and any and all Improvements thereon, at all times, including, but not limited to during event times, and/or when the Cuban Exile History Museum is open or closed to the public. The Tenant shall at all times have and maintain sufficient security in, on, and about the Premises, whether or not such security is in the form of on-duty police, off-duty police, or private security patrol. The parties hereby agree that in no event shall the Landlord have any obligation, responsibility, or duty regarding any security or security measures, and shall not be liable for any harm or injury to the Tenant, any of the Tenant's employees, vendors, agents, licensees, or invitees, including any patrons, customers, supporters, guests to the Cuban Exile History Museum, or for any damage to any personal or real property, occurring as a result of the failure to provide security and/or install adequate security measures, which adequately and/or reasonably are designed to ensure the safety of the people and/or damage to property.

ARTICLE 11
DESTRUCTION OF STRUCTURES AND IMPROVEMENTS

11.01 Tenant shall be responsible for and shall repair any and all damage caused to the Premises and/or any structure(s) and/or Improvements on or about the Premises, including, but not limited to, the Cuban Exile History Museum, regardless of the source or cause of such damage. After the fiftieth (50th) year from the Commencement Date of this Lease, the Tenant shall immediately notify the Landlord, in writing, upon discovering any damage to the Premises and/or any structure or Improvements on or about the Premises. Tenant is responsible for maintaining, replacing and/or repairing any damaged real property, personal property, any Improvements and/or any structure on the Premises.

11.02 In the event the Premises should be completely destroyed or so damaged by fire, windstorm, or other casualty to the extent that the entire Premises is rendered unfit for the intended purpose of Tenant, the Tenant may cancel this Lease but only after entering into an agreement with the Landlord regarding the cost to immediately repair any damage and/or remove any trash and/or debris. If the Premises is partially damaged, but the Premises is not rendered completely unusable for the purposes of this Lease, the same shall be immediately repaired by Tenant from proceeds of the insurance coverage and/or at its own cost and expense. In the event that Premises and/or a nearby structure(s) or Improvement(s) is damaged or destroyed due to Tenant's negligence, or the negligence of Tenant's employee(s), vendor(s), agent(s), and/or contractor(s), the Tenant shall be solely liable and responsible to repair and/or compensate the Landlord and/or the owner for such damage or loss.

ARTICLE 12
ASSIGNMENT AND SUBLEASE

12.01 Without the written consent of Landlord first obtained in each case, through its Board of County Commissioners, the Tenant shall not assign, sublet, transfer, mortgage, pledge, or dispose of this Lease, or the term hereof, which consent may be withheld in Landlord's absolute discretion. This prohibition includes, but is not limited to: (a) any subletting or assignment which would occur by operation of law, merger, consolidation, reorganization, transfer or other change of Tenant's corporate or proprietary structure; and (b) an assignment of subletting to or by a receiver or trustee in any federal or state action,

bankruptcy, insolvency, or other proceedings. Any unapproved assignment or sublease shall be an event of default, and shall serve as a sufficient basis to terminate this Lease. Further, the Tenant acknowledges and agrees that in no event shall Tenant be permitted to assign or sublet the Premises to any entity, for any purpose whatsoever, that fails to meet the requirements of Section 125.38, *Florida Statutes*.

12.02 The Tenant hereby acknowledges and agrees that to the extent that the Landlord approves of any assignments or sublease, it is understood and agreed that all assignees and/or subtenants shall be subject to all of the terms and conditions of this Lease and that the Tenant shall continue to remain responsible and liable for all obligations under this Lease and for all actions of its assignees and/or subtenants, unless written approval is first obtained from the Landlord, specifically the Board of County Commissioners. The provisions of the Section shall not limit the authority of the Tenant to enter into agreements that a non-profit museum company utilizes for the professional management of a museum, including but not limited to concession agreements, agreements with vendors for the maintenance and repair of the facility, rental or license agreements for the temporary use of space in/out the museum.

ARTICLE 13
NO LIABILITY FOR PERSONAL PROPERTY

13.01 All personal property placed on or moved in the Premises shall be at the sole risk of Tenant or the owner thereof. Landlord shall not be liable to Tenant or any owner of such personal property for any damage to said personal property unless solely caused by or due to the gross negligence of Landlord, Landlord's agents or employees, subject to all limitations of *Florida Statutes*, Section 768.28.

ARTICLE 14
LANDLORD NOT RESPONSIBLE FOR ACTS OF OTHERS

14.01 Landlord shall not be responsible or liable to Tenant, or to those claiming by, through or under Tenant, including, but not limited to, employees, agents, vendors, invitees, and licensees, 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. The Landlord makes no warranties of any kind or nature (express or implied) as to any obligation to provide security, and/or security measures, to the Premises, or to any of the Improvements thereon. To the maximum extent permitted by law, the Tenant acknowledges and accepts full responsibility for the security and protection of the Premises, including all of the Improvements thereon, and for any and all persons entering or about the Premises, and their personal property. The Tenant agrees to use and occupy the Premises at Tenant's own risk, including, but not limited to any and all Improvements thereon. Tenant shall secure, maintain and utilize security personnel, and install and/or operate security measures, at its sole cost and expense, as it deems necessary to protect the Tenant, its employees, agents, guests, licensees, invitees, any and all persons visiting the Premises, and the Improvements thereon, including, but not limited to the Cuban Exile History Museum. Further, should the Tenant, at any time and for any reason, believe that security and/or additional security is needed to protect the Tenant, or any of its employees, vendors, agents, visitors, customers, guests, licensees, and/or invitees, then it is agreed to by the Tenant that the Tenant, shall at its sole cost and expense hire, install, and maintain such security.

ARTICLE 15

LIABILITY FOR PHYSICAL OR MENTAL INJURY OR DAMAGE

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

ARTICLE 16

LANDLORD'S RIGHT OF ENTRY

16.01 Landlord or any of its agents shall have the right to enter the Premises during all normal working hours (9:00 am – 5:00 pm), upon the giving of twenty-four (24) hours' prior written notice to examine the same or to make such repairs, additions, or alterations as may be

deemed necessary for the safety, comfort, or preservation thereof. Said right of entry shall likewise exist for the routine purpose of ensuring that the Premises is safe. The Landlord's right to enter the Premises to make repairs, additions, and/or alterations, shall exist only after the Landlord has provided the Tenant with thirty (30) days advance notice of any such desire to enter the Premises to make such repairs, additions, and/or alterations, except that the Landlord, without prior notice to the Tenant, shall always be permitted to enter the Premises and make it safe in the event of an emergency, as solely determined by the Landlord.

16.02 Upon Completion of Construction, the parties hereby acknowledge and agree that the Landlord, specifically including, but not limited to, any duly authorized employee of the Internal Services Development, Department of Cultural Affairs, and/or any employee from the Miami-Dade County Department of Audit and Management Services, or any of the aforementioned departments' duly authorized agents, shall have the right and privilege to enter the Premises, at any time during the normal working hours (9:00 am – 5:00 pm), to inspect the use of the Premises, and any improvements thereon, to determine whether or not the requirements and restrictions found in this Lease are being fully complied with by the Tenant, and/or its successors or assigns.

16.03 If, when the Landlord, specifically including, but not limited to, any duly authorized employee of the Internal Services Development, Department of Cultural Affairs, and/or any employee from the Miami-Dade County Department of Audit and Management Services, or any of the aforementioned departments' duly authorized agents, attempts to inspect, or does inspect, the use of the Premises, and any Improvements thereon, to determine whether or not the requirements and restrictions regarding this Lease are being fully complied with by the Tenant, and/or its successors or assigns, and determines that the Premises, including the Cuban Exile History Museum is not being operated in accordance with this Lease, then the Tenant shall be in default, and the default provisions found in this Lease shall be applicable.

ARTICLE 17 **PEACEFUL POSSESSION**

17.01 Subject to the terms, conditions, and covenants of this Lease, Landlord covenants and agrees that Tenant shall and may peaceably have, hold, and enjoy the Premises

without hindrance or molestation by Landlord.

ARTICLE 18
SURRENDER OF PREMISES

18.01 Tenant agrees to surrender to Landlord, upon the Expiration Date, or at the end of any extension or renewal thereof, or any early termination, or cancellation of this Lease, the Premises in as good condition as the Premises was at the beginning of the term of this Lease, ordinary wear and tear excepted, unless the Tenant has completed construction of the Project, then, in such case, the Cuban Exile History Museum, along with any and all other Improvements shall be turned over to the Landlord. In addition, upon the Expiration Date, or any extension thereof, or upon any early termination or cancellation of this Lease, any structures and/or Improvements constructed on the Premises shall remain on the Premises, and shall become the sole property of the Landlord, without any payment, compensation, or obligation to Tenant.

ARTICLE 19
INDEMNIFICATION AND HOLD HARMLESS

19.01 Tenant shall indemnify and hold harmless the Landlord and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including reasonable 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 or its employees, agents, servants, partners, principals, and/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 reasonable attorneys' fees which may issue thereon. Tenant expressly understands and agrees that any insurance protection required by this Lease, or otherwise provided or secured 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.

ARTICLE 20
SUCCESSORS IN INTEREST

20.01 It is hereby acknowledged and agreed between the parties that all covenants, conditions, agreements, and undertakings contained in this Lease shall extend to and be binding upon the respective successors and assigns of the respective parties hereto, the same as if they were in every case named and expressed.

ARTICLE 21
TERMINATION

21.01 **TERMINATION BY LANDLORD:** 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 or more.
 - 3) Assignment of Lease by Tenant for the benefit of creditors.
 - 4) Failure of Tenant to maintain its not-for-profit tax status.
 - 5) Tenant fails to occupy, vacates or abandons the Premises, or otherwise fails to start, ceases or discontinues its operations on the Premises, consistent with Section 29.03 below.
- B. Termination after ten (10) calendar days' written notice by the Landlord to Tenant for doing 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 following mailing of the written notice.
 - 2) Notice of any condition posing a threat to health or safety of the public or employees and not remedied within the ten (10) day period from date of written notice.
- C. Termination after thirty (30) calendar days' written notice to Tenant for the reason(s) as

set forth below:

Default arising from the Tenant's failure to keep, observe and/or perform any of the terms contained in this Lease, excepting the non-payment of rent and other matters listed in A and B above, and should such default shall continue for a period of thirty (30) days after written notice thereof from Landlord to Tenant setting forth with reasonable specificity the nature of the alleged breach, with copies thereof to each Leasehold Mortgagee who shall have notified Landlord of its name, address and interest prior to such notice; or in the case of such default or contingency which cannot with due diligence and in good faith be cured within thirty (30) days, Tenant fails within said thirty (30) day period to proceed promptly and with due diligence and in good faith to pursue curing said default. Should Landlord fail to notify the Leasehold Mortgagee in accordance with the terms of this paragraph, it shall not prevent Landlord from taking any action against Tenant, but the rights of any Leasehold Mortgagee hereunder shall remain unaffected until it receives notice in accordance with this paragraph.

- D. The Tenant agrees that under no circumstances shall the Tenant be entitled to any termination or cancellation fee or any similar economic incentive or payment with regard to this Lease should this Lease be terminated or cancelled, unless specifically set forth in this Lease.

- E. Additionally, prior to the Commencement of Construction, the Landlord, specifically the County Mayor, or County Mayor's designee, reserves the right to immediately terminate or suspend this Lease in the event the Landlord needs the Premises for an emergency purpose. In the event of such emergency, the County Mayor, or County Mayor's designee, shall have the right to terminate or suspend the Lease upon written notice to the Tenant, and in the event of a suspension, the Tenant's leasehold interest shall be paused or otherwise halted for the length of time needed for the Landlord to address the emergency, and any related matter.

21.02 **TERMINATION BY TENANT:** The Tenant, shall have the right to cancel

this Lease at any time by giving the Landlord at least one hundred eighty (180) days prior written notice, informing the Landlord that it has elected to terminate this Lease. Should Tenant elect to terminate this Lease, Tenant shall remain fully responsible for any and all costs, fees, expenses, and/or invoices incurred during the time of its leasehold interest in the Premises. Further, in the event that the Tenant elects to terminate this Lease, the Tenant hereby acknowledges and agrees that the Landlord shall not be required to continue with the same Permitted Use on the Premises.

ARTICLE 22
NOTICES

22.01 Notices provided herein in this paragraph shall include all notices required in this Lease or required by law. Any notice or other communication given or made pursuant to this Lease shall be in writing and shall be deemed given if: (i) delivered personally or by courier; (ii) sent by certified mail, return receipt requested, with all postage pre-paid; or (iii) sent by a nationally recognized overnight delivery service (such as FedEx or DHL) and addressed to a party at its respective address as set forth below (or at such other address as shall be specified, in writing, by a party, from time to time):

If to Landlord: MIAMI-DADE COUNTY
Internal Services Department
111 N.W. 1st Street, Suite 2460
Miami, Florida 33128-1907
Attention: Director

with a copy to: MIAMI-DADE COUNTY
Department of Cultural Affairs
111 N.W. First Street, Suite 625
Miami, Florida 33128
Attention: Director

with a copy to: County Attorney's Office
Miami-Dade County
111 N.W. 1st Street, 28th Floor
Miami, Florida 33128
Attention: County Attorney

If to Tenant: CUBAN EXILE HISTORY MUSEUM, INC.
1528 Palermo Avenue
Coral Gables, Florida 33134
Attention: Secretary

All such notices and other communications shall be deemed given on the date of personal or local courier delivery, or delivery to overnight courier or express delivery service, and shall be deemed to have been received upon receipt or refusal thereof. For the sake of convenience and rapidity of transmission, copies of notices may be sent by electronic or facsimile transmission, but such transmissions alone, or together, shall not be deemed to satisfy the notice requirements of this Lease absent a written acknowledgement by the other party of actual receipt or the giving of notice by one of the other means as stated above.

ARTICLE 23 **INSURANCE**

23.01 Prior to occupancy, Tenant shall furnish to the Real Estate Development Division of Miami-Dade County, c/o Internal Services Department, 111 N.W. First Street, Suite 2460, Miami, Florida 33128-1907, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance as required by Chapter 440, *Florida Statutes*.

- B. Commercial General Liability Insurance on a comprehensive basis, including Explosion, Collapse and Underground Liability coverage, in an amount not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage combined. 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 \$500,000 combined single limit per occurrence for bodily injury and property damage.

DESIGN STAGE

In addition to the insurance required in (A) – (C) above, a Certificate of Insurance must be provided as follows:

D. Professional Liability Insurance in the name of the Tenant, or the licensed design professional employed by the Tenant, in an amount not less than \$500,000 per claim.

CONSTRUCTION PHASE

In addition to the insurance required in (A) – (D) above, the Tenant shall provide, or cause its General Contractor to provide, original policies indicating the following types of insurance coverage prior to any construction:

E. Completed Value Builders' Risk Insurance on an "All Risk" basis in an amount not less than one hundred (100%) percent of the insurable value of the building(s) or structure(s). The policy will show Miami-Dade County as a Loss Payee A.T.I.M.A.

F. Flood Insurance shall be provided for those properties found to be within a flood hazard zone, in an amount not less than the full replacement values of the completed structure(s) or the maximum amount of coverage available through the National Flood Insurance Program (NFIP), whichever is greater. The policy will show Miami-Dade County as a Loss Payee A.T.I.M.A. This policy will be provided at such time that the building's walls and roof exist.

OPERATION/MANAGEMENT PHASE

After the construction phase is completed and occupancy begins, the following insurance must be kept in force throughout the duration of the Lease:

1. Commercial General Liability in an amount not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage combined. Miami-Dade County must be shown as an additional insured with respect to this coverage.

2. Property Insurance Coverage on an "All Risk" basis in an amount not less than one hundred (100%) percent of the replacement cost of the Premises, with all Improvements. The policy will show Miami-Dade County as a Loss Payee A.T.I.M.A.

3. Flood Insurance coverage for those properties found to be within a flood hazard zone for the full replacement values of the structure(s) or the maximum amount of coverage available through the National Flood Insurance Program (NFIP). The policy will show Miami-Dade County as a Loss Payee A.T.I.M.A.

4. Worker's Compensation Insurance as required by Chapter 440, *Florida Statutes*.

5. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$500,000 combined single limit per occurrence for bodily injury and property damage.

6. Business Interruption Insurance in an amount sufficient to adequately cover continuing expenses.

23.02 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 "B" as to management, and no less than "Class V" as to financial strength, by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

23.03 Further, the Tenant acknowledges and agrees that the above-described insurance requirements are designed mostly to protect the Landlord's interest in the Premises, and that the Tenant is aware that there are other types of insurance coverage that the Tenant will consider securing, in consultation with its insurance agent and/or broker, particularly in light of the Tenant's ongoing responsibility to protect and maintain the Premises, the Project, along with any and all Improvements, and personal property, on and about the Premises, as well as being solely responsible for providing security in and about the Premises for the benefit of the Tenant,

and the Tenant's employees, invitees, vendors, agents, and sub-tenants.

ARTICLE 24
PERMITS, REGULATIONS & SPECIAL ASSESSMENTS

24.01 Tenant agrees that during the term of this Lease, Tenant will, at its sole cost and expense, obtain any and all necessary governmental permits, licenses and approvals, and that all uses of the Premises will be in complete conformance with all applicable laws, ordinances, codes, rules, regulations, including all applicable zoning regulations.

24.02 Any and all charges, taxes, or assessments levied against the Premises shall be paid by Tenant, and failure to do so will constitute a breach of this Lease.

24.03 Miami-Dade County as Sovereign

It is expressly understood and agreed that notwithstanding any other provision of this Lease and the Landlord's status thereunder:

(a) The Landlord retains all of its sovereign prerogatives and rights 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 and/or the operation thereof, or be liable for the same; and

(b) 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, construction, development and/or operation of the Premises.

24.04. No Liability for Exercise of Police Power

Notwithstanding and prevailing over any contrary provision in this Lease of any other document

relating to this matter, including any Landlord covenant or obligation that may be contained in this Lease, or any implied or perceived duty or obligation of the Landlord 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 the Miami-Dade County Board of County Commissioners, the Landlord's Regulatory and Economic Resources (RER) department or any other county, city, state, or federal 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 type of building permit and/or the issuance of a Certificate of Occupancy may require the Landlord to review or otherwise 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 the Landlord's property regarding the 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.

ARTICLE 25
OWNERSHIP OF ABANDONED PERSONAL PROPERTY

25.01 At the expiration or early termination of this Lease, Tenant shall peaceably leave, quit and surrender the Premises. Upon expiration or termination of this Lease, the Tenant, with the Landlord's permission, shall promptly remove its personal property and the personal property of its employees, agents, and contractors. Should Tenant fail to remove its personal property, and/or the personal property of others, within thirty (30) days, the Tenant agrees that said personal property shall be deemed abandoned and the Landlord may dispose of the personal property in the manner it elects, without any compensation, remuneration or reimbursement to the Tenant or any other owner or person with an interest in such personal property.

ARTICLE 26
EMINENT DOMAIN

26.01 The word "Taking" in this Lease shall mean any taking of the title to, access to, or use of the Premises or any portion thereof by any governmental authority or any conveyance under the threat thereof, for any public, quasi-public, or private use or purpose. A Taking may be total or partial, permanent or temporary.

26.02 Upon receipt by either the Landlord or the Tenant of any notice of Taking, or the institution of any proceedings for Taking the Premises, or any portion thereof, the party receiving such notice shall promptly give notice thereof to the other, and such other party may also appear in such proceeding and may be represented by an attorney.

26.03 The full amount of any award whether *pro tanto* or final for any Taking (the "Award"), shall, notwithstanding any allocation made by the awarding authority, be paid and

allocated as set forth below, provided that there shall first be deducted from the Award the following, in the order stated: (i) all reasonable fees and expenses of collection, including reasonable attorneys' fees and experts' fees, which shall be paid to the party which has paid such fees and expenses and/or undertaken such work, (ii) any unpaid fees or expense due to the Landlord, or due to a third-party, which Landlord will be ultimately responsible for, and (iii) any outstanding amounts which represent unpaid loans and/or costs or expenses used for the construction of any structures and/or Improvements on the Premises. With respect to the balance of such Award, Landlord and Tenant shall be entitled to receive and retain such separate awards and portions of lump sum awards as may be allocated to their respective interests in any condemnation proceedings, with consideration given to the fact that the Landlord's interest in the Premises is not limited to the land encumbered by this Lease, but also the reversionary interest in the Premises, including the Project, upon expiration of the term and the structure(s) and Improvements on the Premises, in their current condition.

26.04 In the event of a permanent Taking of the fee simple interest or title of the Premises, or control of the entire leasehold estate hereunder (a "Total Taking"), this Lease shall thereupon terminate as of the effective date of such Total Taking, without liability or further recourse to the parties, provided that any and all obligations of Tenant under this Lease have been fully and completely complied with by Tenant as of the date of said Total Taking, otherwise Tenant hereby agrees that an appropriate amount of its portion of the Award shall be paid to Landlord, and such payment shall be allocated to complete any unfinished work by Tenant and/or fulfill any unfulfilled obligations.

26.05 If, in the event of a partial Taking of less than the entire Premises, the remaining portion of the Premises not so taken cannot be adequately restored, repaired or reconstructed so as to constitute a complete architectural unit of substantially the same usefulness, design, construction, and commercial feasibility, as immediately before such Taking, then Tenant shall have the right, to be exercised by written notice to Landlord within one hundred twenty (120) days after the date of Taking, to terminate this Lease on a date to be specified in said notice, which date shall not be earlier than the date of such Taking, in which case Tenant shall pay and shall satisfy all rents and other payments due and accrued hereunder up to the date of such termination and shall perform all of the obligations of Tenant hereunder to

such date, and thereupon this Lease, and the term remaining herein shall cease and terminate. Upon such termination the Tenant's interest under this Lease in the remainder of the leasehold interest not taken may be sold in accordance with applicable law, and the proceeds of any such sale shall be combined with the Award given for the partial Taking with the entire amount then being distributed as if a total Taking had occurred. Landlord shall have the first option to purchase Tenant's remaining leasehold interest under this Lease, at its fair market value for a period of one hundred eighty (180) days after the determination of fair market value, which value shall be determined by a mutually acceptable appraiser (or if no one appraiser is agreed upon by the parties, by an appraiser, chosen by two appraisers, one of which will be appointed by each party, within one hundred fifty (150) days from the date the Lease was terminated). The fair market value specified in the preceding sentence shall be limited to the fair market value of the structure(s) and the Improvements, at the time of such Taking, which fair market value shall include the value of Tenant's interest in the unexpired term of the leasehold estate created pursuant to this Lease, and in no event shall such value include any fee simple interest in the Land. All appraisal costs shall be split equally between the Landlord and Tenant. If Landlord fails to purchase, the remainder of the leasehold interests may be sold to a purchaser consistent with the terms and conditions of this Lease.

ARTICLE 27

SIGNS

27.01 The Tenant hereby agrees that any and all signs will be of such design and form that they are acceptable to the Landlord, and any and all such signs must first be approved by Landlord, and the cost of painting and installing any sign(s) shall be borne by Tenant. Unless otherwise agreed to by the Landlord, all signs shall be removed by Tenant at termination of this Lease, and any damage or unsightly condition caused to Premises, and/or to any building and/or structure because of, or due to, the removal of said sign(s) shall be satisfactorily corrected or repaired by Tenant.

27.02 The Tenant hereby agrees that at its sole cost and expense it shall maintain all signage on the Premises in good condition and appearance. Any changes, additions, and/or alterations to permanent exterior sign(s) on the Premises, including, but not limited to, any monument sign, marquee, etc., must first be approved in writing by the Landlord. Any damage

or unsightly condition caused to the Premises because of, or due to, said signs, shall be satisfactorily corrected or repaired by the Tenant, to the Landlord's satisfaction, at the Tenant's sole cost and expense.

ARTICLE 28
NAMING RIGHTS

28.01 In consideration of the Tenant's significant funding commitment for the design, planning, permitting, construction, and operation of the Project, the parties agree that the Tenant shall have all naming rights in connection with the Premises. The parties acknowledge and agree that all funds raised by the Tenant's receipt of naming rights to the Premises shall be kept by the Tenant to be used for the Premises, and is directly related to its ability to fundraise for the Project, as well as the ongoing operation of the Cuban Exile History Museum, and thus agree that this is a material provision of this Lease. The parties acknowledge and agree that all funds raised by the sale and/or licensing of naming rights shall be used solely to support the Premises. Notwithstanding the foregoing, the Tenant agrees to consult with the Landlord prior to pursuing any fundraising and/or sponsorship efforts and, that in pursuing and securing such efforts, it shall not (i) enter into any contract, arrangement, or transaction that conflicts with any of the Landlord's fundraising/donor/sponsor relationships; (ii) incur any debt or obligation on behalf of the Landlord; (iii) enter into any contract, arrangement or transaction which binds the Landlord to any extent or creates any obligation on the Landlord; (iv) utilize the Landlord's name, credit, reputation, good-will, resources and/or assets for any purpose without prior and explicit written approval of the Landlord, as applicable; and/or (v) make public statements on behalf of the Landlord without prior and explicit written approval from the Landlord.

ARTICLE 29
DEFAULT AND REMEDIES

29.01 Consistent with and in addition to Article 21, Termination, above, if Tenant shall fail comply with the terms and/or condition of this Lease, and if such violation or failure continues for a period beyond the expiration of the appropriate cure period, as described in this Lease, then after written notice thereof to Tenant by Landlord, the Landlord may proceed with any remedy described in this Lease and/or available at law or in equity in the State of Florida, or by such other proceedings, including reentry and possession, as may be applicable.

29.02 Should Tenant elect or fail to perform or observe any covenant or condition of this Lease (other than a default involving the payment of rent, or a condition posing a threat to the health and safety of the public), which default has not been cured within thirty (30) calendar days after the giving of notice by Landlord, unless such default is of such nature that it cannot be cured within such thirty (30) day period, in which case no event of default shall occur so long as Tenant shall commence the curing of the default within such thirty (30) day period and shall thereafter diligently prosecute the curing of same, and/or such remedy for any such default is not otherwise addressed in this Lease, then the Landlord shall be permitted to terminate this Lease, and immediately take possession of the Premises.

29.03 Should Tenant fail to occupy, or vacates or abandons the Premises at any time during the term of this Lease, or otherwise fails to start, ceases or discontinues its operations, for a period of thirty (30) days or more, without the Landlord's prior written consent, it shall be an event of default, and the Landlord shall be permitted, after the applicable cure period, to terminate this Lease and re-take possession of the Premises, including, any and all Improvements thereon. It shall be the Landlord's determination as to whether or not the Tenant has either failed to occupy, or vacated or abandoned the Premises.

29.04 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.

29.05 Notwithstanding the provisions of clause 29.04 above, and regardless of whether an event of default shall have occurred, Landlord may exercise the remedy described in clause 29.04 without any notice to Tenant if Landlord, in its good faith judgment, believes it would be injured by failure to take rapid action or if the unperformed obligation by Tenant constitutes an emergency.

29.06 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 be

sustained by Landlord, along with any and all reasonable costs, fees and expenses including, but not limited to, readying the Premises for lease, or in renting the Premises, or a portion thereof, to others.

29.07 In addition to any and all other remedies in law or in equity that Landlord may have against Tenant, Landlord shall be entitled to all actual damages, costs and expenses arising from Tenant committing an event of default hereunder and to recover all such damages, costs and expenses, including reasonable attorneys' fees at both trial and appellate levels.

29.08 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.

29.09 The provisions of this Article 29 shall survive any termination of this Lease.

ARTICLE 30

RIGHT TO MORTGAGE AND SUBLEASE LEASEHOLD INTEREST

30.01 Right to Mortgage Leasehold. The Tenant shall have the right from time to time, and with the prior consent of Landlord, to mortgage and otherwise encumber their leasehold rights regarding the Premises, and specifically its leasehold interest under this Lease, in whole or in part, by a leasehold mortgage, or similar financial instrument given by a lender as a security interest in the leasehold interest of this Lease (hereinafter "Leasehold Mortgage"), provided: (1) such lender is a recognized Lending Institution; (2) all of the proceeds from the Leasehold Mortgage are used for capital costs to improve the Premises; (3) the interests of the Leasehold Mortgage lender are at all time subordinate to the County's fee simple interest in the land; and (4) the Leasehold Mortgage documents provide that the Tenant, lender or any subsequent transferee shall be subject to all of the terms and provisions of this Lease. Except as otherwise reasonably approved by the Landlord, through the County Mayor, or the County Mayor's designee, such mortgages or encumbrances shall be expressly subject to the terms, covenants and conditions of this Lease, and at all times shall be inferior and subject to the prior right, title and interest of Landlord herein as security for the performance of the terms and conditions of this Lease. Tenant shall provide the Landlord with a copy of all such mortgages.

The granting of a mortgage against all or part of the leasehold estate in the Premises shall not operate to make the lender thereunder liable for performance of any of the covenants or obligations of Tenant, except in the case of a lender which is in possession or control of the Premises, and Landlord shall always have the right to enforce the Lease obligations against lender, including such obligations accruing prior to such period of possession, subject to the terms hereof. Such mortgage(s) may contain a provision for an assignment of any rents, revenues, monies or other payments due to Tenant, or from the Tenant, or a lender, and a provision therein that the lender in any action to foreclose the same shall be entitled to the appointment of a receiver. The County shall have the right to approve any subsequent transferee resulting from the foreclosure of a Leasehold Mortgage.

30.02 Notice to Landlord of Mortgage. A notice of each Leasehold Mortgage shall be delivered to the Landlord specifying the name, address, and its interest of such holder and/or lender of a Leasehold Mortgage (hereinafter "Leasehold Mortgagee") and of such holder to which notices shall be sent. Landlord shall be furnished a copy of each such recorded mortgage within thirty (30) days of such mortgage being recorded. For the benefit of any such Leasehold Mortgagee who shall have become entitled to notice as hereinafter provided in this Article 30, Landlord agrees, subject to all the terms of this Lease, not to accept a voluntary surrender, termination or modification of this Lease at any time while such Leasehold Mortgage(s) shall remain a lien on Tenant's leasehold estate. Any such Leasehold Mortgagee(s) will not be bound by any modification of this Lease with respect to the portion of the Premises subject to such Leasehold Mortgage(s), unless such modification is made with the prior written consent of such Leasehold Mortgagee, and no sale or transfer of Landlord's fee simple interest in the Premises or any portion thereof to Tenant shall terminate this Lease by merger or otherwise so long as the lien of the Leasehold Mortgage remains undischarged.

30.03 Notices to Leasehold Mortgagee. No notice of default under Article 21, or notice of failure to cure a default under Article 29, shall be deemed to have been given by Landlord to Tenant unless and until a copy has been given to each Leasehold Mortgagee who shall have properly notified Landlord pursuant to Article 30.02, of its name, address and its interest in the Premises. Landlord agrees to accept performance and compliance by any such Leasehold Mortgagee of and with any of the terms of this Lease with the same force and effect

as though kept, observed or performed by Tenant, provided such act or performance is timely under the appropriate provisions of this Lease. Nothing contained herein shall be construed as imposing any obligation upon any such Leasehold Mortgagee to so perform or comply on behalf of Tenant.

30.04 Estoppel Certificates from Landlord. Upon request of Tenant or any Leasehold Mortgagee, Landlord agrees to give such requesting party an estoppel certificate in accordance with this Article 30. Landlord agrees at any time, and from time to time, upon not less than thirty (30) days prior written notice by Tenant or by a Leasehold Mortgagee, to furnish a statement in writing, in substantially the form attached hereto as "Exhibit D" setting forth the rents, payments and other monies then payable under the Lease, if then known; certifying that this Lease is unmodified and in full force and effect (or if there shall have been modifications that the Lease is in full force and effect as modified and stating the modifications) and the dates to which rents, payments and other monies have been paid; stating whether or not to the best of Landlord's knowledge, Tenant is in default in keeping, observing and performing any of the terms of this Lease, and, if Tenant shall be in default, specifying each such default of which Landlord may have knowledge. It is intended that any such statement delivered pursuant to this Section 30.05 may be relied upon by any prospective assignee, transferee or purchaser of Tenant's interest in this Lease, any prospective sublessee or any Leasehold Mortgagee or any assignee thereof, but reliance on such certificate may not extend to any default of Tenant as to which Landlord shall have had no actual knowledge.

30.05 Limited Waiver of Landlord Lien. In order to enable Tenant to secure financing for the purchase of fixtures, equipment, and other personalty to be located on or in the Premises, whether by security agreement and financing statement, mortgage or other form of security instrument, Landlord does waive and will from time to time, through its County Mayor, or County Mayor's designee, upon request, execute and deliver an acknowledgment that it has waived its "landlord's" or other statutory, common law or contractual liens securing payment of rent or performance of Tenant's other covenants under this Lease as to such fixtures, equipment or other personalty.

30.06 No Subordination or Mortgaging of Landlord's Fee Title. There shall be no

subordination of Landlord's fee simple interest in the Premises to the lien of any Leasehold Mortgage financing, nor shall Landlord be required to join in such mortgage financing. No Leasehold Mortgagee may impose any lien upon the Landlord's fee simple interest in the Premises.

ARTICLE 31
CROSS-DEFAULT PROVISIONS

31.01 The parties hereby acknowledge and agree that the Landlord is not expected to provide any type of funding or financial assistance to the Tenant for the construction and/or operation of the Cuban Exile History Museum. However, if the Landlord, and/or any other governmental agency or entity, should award of any funding to the Tenant regarding the Premises and/or any of the Improvements thereon, including, but not limited to the Cuban Exile History Museum, the Tenant will enter into an agreement with the Landlord, and/or such other governmental agency or entity, which agreement shall be in conformance with all applicable obligations, requirements, and restrictions of this Lease. The Tenant hereby agrees that the use of such funds shall be in accordance with the terms and conditions of this Lease, and any failure by the Tenant to utilize the funds correctly, pursuant to the terms and conditions of the agreement, as determined by the Landlord, shall be an event of default under this Lease. Further, any determination of a default under such agreement shall automatically serve as a default under this Lease.

ARTICLE 32
ART IN PUBLIC PLACES

32.01 The Tenant acknowledges and agrees that in accordance with Section 2-11.15, of the *Miami-Dade County Code*, it is required to allocate not less than one and one-half (1½%) percent of the total capital cost (design and construction) of the development to the Art in Public Places Trust Fund. These funds can solely be used for commissioning and/or acquiring works of public art for the Premises. The Tenant agrees to work collaboratively with the Miami-Dade Art in Public Places Trust to administer the "artist selection process" and implement the Art in Public Places program as defined in the Miami-Dade County Procedures Manual for Art in Public Places, which manual is attached hereto, and marked as "Exhibit E", and incorporated herein by reference.

ARTICLE 33
ADDITIONAL PROVISIONS

33.01 Non-Discrimination. The Board of County Commissioners declared and established as a matter of policy, by Resolution No. 9601 dated March 24, 1964, that there shall be no discrimination based on race, color, creed, or national origin and Resolution No. 85-92 dated January 21, 1992, that there shall be no discrimination on the basis of disability in connection with any Miami-Dade County property or facilities operated or maintained under a lease agreement, license, or other agreement from Miami-Dade County, or its agencies.

33.02 Tenant agrees to comply with the intention of Resolution No. 9601 dated March 24, 1964 and Resolution No. 85-92 dated January 21, 1992, in the use of the Premises, and the construction and future operation of the Cuban Exile History Museum thereon, and maintenance of any such building or structure and/or Improvements that are constructed on or about the Premises.

33.03 The Tenant hereby agrees that it shall keep its financial books and records in accordance with generally accepted accounting principles. Any and all books and records of the Tenant, financial or otherwise, shall be kept in Miami-Dade County, Florida, under the custody and control of the Tenant. The Landlord shall have a right to audit and inspect all books, records and accounts of Tenant relating to the Tenant's use, operation, and/or management of the Premises, including any and all Improvements thereon, at all times during the term of this Lease and for a period of three (3) years after the expiration of this Lease. All bank accounts and deposits of the Tenant shall be in institutions located within Miami-Dade County, Florida. Failure by the Tenant to comply with any provision of this Section shall be an event of default, and shall be sufficient cause for termination of this Lease.

33.04 The Tenant acknowledges and agrees that documents pertaining to obligations and responsibilities of the Tenant in carrying out the terms of this Lease are subject to Florida's public records law. Pursuant to Florida Statutes 119.0701(2), the Tenant further acknowledges and agrees to comply with Florida's public records law, specifically to: (a) keep and maintain public records that ordinarily and necessarily would be required by the Landlord, including, but not limited to the ongoing and regular maintenance of the Premises; (b) provide the public with

access to public records on the same terms and conditions that the Landlord would provide the records, and at a cost that does not exceed the cost provided in Florida Statutes Chapter 119.07, et seq., or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost, to the Landlord all public records in possession of the Tenant upon termination of this Lease and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Landlord in a format that is compatible with the information technology systems of the Landlord.

33.05 Miami-Dade County Inspector General Review. According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General (IG) which may, on a random basis, perform audits, inspections, and reviews on all Miami-Dade County contracts, throughout the duration of said contracts. Upon written notice from the Landlord, the Tenant shall make available to the IG, all requested records and documentation pertaining to this Lease for inspection and reproduction. The Landlord shall be responsible for the payment of these IG services, and under no circumstance shall the Tenant's costs or expenses be inclusive of any charges relating to such IG services. Any reasonable and necessary copies required by the IG shall be made at the IG's expense. The terms of this provision herein, apply to the Tenant, its officers, agents, and employees. Nothing contained in this provision shall impair any independent right of the Landlord to conduct an audit or investigate the operations, activities and performance of the Tenant in connection with this Lease. The terms of this Section shall not impose any liability on the Landlord by the Tenant or any third party.

33.06 Independent Private Sector Inspector General Review. Pursuant to Miami-Dade County Administrative Order 3-20, the Landlord has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the Landlord deems it appropriate to do so. The IPSIG may be engaged to audit, investigate, monitor, oversee, inspect and review the operations, activities and performance of the parties in

connection with this Lease.

33.07 Notification of any injury on the Premises. Tenant agrees that it will immediately notify the Landlord should any person sustain(s), or is found to have sustained, a serious bodily injury or dies on or about the Premises, due to any cause that might give rise to liability for or to the Landlord, for personal injury or wrongful death. The parties hereby agree that the definition of serious bodily injury shall include, but not be limited to, any injury to a person which requires medical treatment either at a hospital or by emergency medical technicians. Further, in instances where someone sustained a serious bodily injury or died, due to any cause that might give rise to liability for or to the Landlord, for personal injury or wrongful death, in addition to any other requirement(s) regarding notice under this Lease, the Tenant shall also immediately (same day, or in situations where the same day is not possible, then next day) call the Landlord's Internal Services Department, and notify the Director of such incident, in detail, with or without the name of the individual that died or sustained the serious bodily injury. Further, in instances where an individual died or sustained a serious bodily injury, the Tenant must complete a detailed injury and incident report and immediately (same day or next day) send it to the Landlord, in accordance with the terms of the notice provisions found in this Lease.

33.08 Security. The Tenant, as mentioned above in Sections 10.15 and 14.01 of this Lease, is solely responsible for securing and maintaining its own security in and around, and for, the Premises. Should the Tenant, at any time and for any reason, believe that security and/or additional security is needed to protect the Tenant, or any of its invitees, licensees, guests, employees, staff, management, and/or anyone else, and/or the personal property belonging to any of the foregoing, and/or the Premises, then it is understood and agreed that Tenant shall, at its sole cost and expense, hire and maintain such security. The Tenant further acknowledges and agrees that the Landlord is not expected to supply, or otherwise provide, any security staff and/or security equipment to, on, or about the Premises which would be designed to prevent or deter vandalism, theft, burglary, and/or any other type of criminal activity or any other type of incident.

33.09 Brokers. Landlord and Tenant hereby represent and agree that no real estate

broker, real estate agent, or other person is entitled to claim a commission as a result of the execution and delivery of this Lease.

33.10 Independent Contractor Relationship. The Landlord and the Tenant hereby acknowledge and agree that they are independent entities, and neither the Tenant, nor any of its employees, vendors, agents, or officers shall be considered employees, vendors, agents or officers of the Landlord.

33.11 Small and Community Business Enterprise Programs. Tenant shall comply, and shall cause its contractor, architect/design professionals, and all subcontractors, sub-consultants, subtenants, and licensees to comply, with the Miami-Dade County's Small Business Enterprise ("SBE") Programs including, without limitation, SBE-Construction, SBE-Architectural and Engineering, SBE-Goods, SBE-Services, Responsible Wages and Benefits Program, the Community Workforce Program, and Residents First Training and Employment and First Source Hiring Programs as set forth in Sections 10-33.02, 2-10.4.01, 2-8.1.1.1.1, 2-8.1.1.1.2, 2-11.16, 2-1701 and 2-11.17 of the Code of Miami-Dade County, Florida ("Code"), and the Employ Miami-Dade Program Administrative Order No. 3-63. Prior to advertisement and entering into any design or construction contract for the Project, and in the case of a design or construction management contract, prior to the authorization of any design or construction package, the Tenant shall deliver the proposed contract and design and construction package to the Small Business Division of the Internal Services Department of the Landlord ("SBD") for a determination and recommendation to the County Mayor of the SBE measures applicable to such design and construction. The County Mayor shall establish the applicable goals upon receipt of the recommendation of SBD ("Applicable Measures"). Tenant shall include the Applicable Measures in design and construction documents, as applicable, and shall adhere to those Applicable Measures in all design and construction activities. Tenant shall incorporate in all design and development contracts the prompt payment provisions contained in the Code with respect to SBE entities. Tenant agrees to include in construction contracts a prohibition against imposing any requirements against SBE entities that are not customary, not otherwise required by law, or which impose a financial burden that intentionally impact SBE entities. Tenant shall require that its contractor(s) shall, at a minimum, use SBD's hiring clearinghouse, Employ

Miami-Dade Register, and Employ Miami-Dade Project – all available through CareerSource to recruit workers to fill needed positions for skilled laborers on the Project, and any Project enhancements. Tenant shall comply with the SBE requirements during all phases of construction of the Project. Tenant shall require its contractor(s) to include Responsible Wages, and Workforce Programs requirements in all subcontractor agreements. Should the Tenant fail to comply with any of the SBE requirements, Tenant shall be obligated to make up such deficit in future phases of construction of the Project, and/or pay the applicable monetary penalty pursuant to the Code. Tenant shall pay all of its employees performing work on the Premises no less than the Living Wage as if all such work was subject to the provisions of Section 2-11.16 of the Code. Should the Tenant fail to comply with any of the provisions set forth in Section 2-11.16 of the Code, Tenant shall be obligated to, and hereby agrees, to have the Landlord impose the compliance, enforcement, and sanctions provisions set forth therein.

33.12 Responsible Wages. The Tenant further acknowledges and agrees that it is required to pay Responsible Wages to all workers during the construction of any of the Improvements on the Premises, including, but not limited to the construction of the Cuban Exile History Museum, in accordance with Section 2-11.16 of the Code.

33.13 The Tenant acknowledges and agrees that during the course of the construction of the Project, the Tenant shall endeavor, to the greatest extent possible, and at no cost to the Landlord, to utilize the Greater Miami Service Corps, as well as Employ Miami-Dade (in accordance with Miami-Dade County Administrative Ordinance 3-63), as employment resources for skilled construction workers and for training unskilled workers, all of which will be working in conjunction with the general contractor, and any and all subcontractors, to regularly perform construction work on the Premises.

33.14 Pursuant to Resolution No. R-1054-16, in the use of single occupancy restrooms, the Tenant shall afford access to all persons regardless of their race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, status as a victim of domestic violence, dating violence or stalking, familial status, gender identity, gender expression, or sexual orientation. In furtherance of the foregoing, access to a single occupancy restrooms located in the Cuban Exile History Museum, along with any other secured building,

facility or area of such building or facility must be gender neutral, with gender neutral signage, unless that restroom is not generally opened to the public, and the general public may be denied entry for security or other nondiscriminatory reasons. Single occupancy restrooms shall mean any restroom with a locking door intended to serve only one (1) occupant at a time.

33.15 Construction. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the party or parties may require. 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.

33.16 Waiver. The waiver by the Landlord of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or any subsequent breach of the same or any other term, covenant, or condition herein contained. No covenant, term, or condition of this Lease shall be deemed to have been waived by the Landlord, unless such waiver is in writing by the Landlord, specifically the County Mayor, or the County Mayor's designee. Any waiver of any portion of this Lease shall be evidenced in writing by the party that made such waiver. Further, if, under the provisions of this Lease, Landlord or Tenant shall institute proceedings and a compromise or settlement thereof shall be made, the same shall neither constitute a waiver of any other covenant herein contained, nor of any other of the Landlord's or Tenant's rights hereunder, unless expressly stated in such settlement agreement. No payment by Tenant or receipt by Landlord of lesser amount than the monthly installments of rent (or additional rent if such obligations are stipulated herein) shall be deemed to be other than on account of the earliest amount of rent due and owing to the Landlord; and likewise neither shall any endorsement or statement on any check or letter accompanying a check for payment of rent or any other amounts owed to Landlord be deemed an accord and satisfaction, and the Landlord may accept such check or payment without prejudice to or waiver of Landlord's right to recover the balance of such rent or other amount owed, or to pursue any other remedy provided in this Lease or at law. Further, any endorsement or statement on any check or letter accompanying a check for payment of rent or any other

amounts owed to Landlord may not be deemed to limit or restrict the Landlord in any manner whatsoever, and such endorsement or statement shall have no effect whatsoever, and shall be deemed to have never been written at all. No re-entry by Landlord and no acceptance by Landlord of keys from Tenant shall be considered an acceptance of a surrender of this Lease.

33.17 Headings. The headings of the various paragraphs and sections of this Lease are for convenience and ease of reference only, and shall not be construed to define, limit, augment, or describe the scope, context or intent of this Lease, or any part(s) of this Lease.

33.18 Successors and Assigns. The terms herein contained shall bind and inure to the benefit of Landlord, its successors and assigns, as well as the Tenant, its successors and assigns, except as may be otherwise provided herein.

33.19 Holidays. It is hereby agreed and declared that whenever the day on which a payment due under the terms of this Lease, or the last day on which a response is due to a notice, or the last day of a cure period, falls on a day which is a legal holiday in Miami-Dade County, Florida, or on a Saturday or Sunday, such due date or cure period expiration date shall be postponed to the next following business day.

33.20 Calendar Days. Any mention in this Lease of a period of days for performance shall mean calendar days.

33.21 Severability. If any provisions of this Lease or the application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Lease, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue valid and be enforced to the fullest extent permitted by law.

33.22 Survival. The parties hereby acknowledge and agree that many of the duties and obligations in this Lease, as described herein, will survive the term, termination, and/or cancellation hereof. Additionally, the respective obligations of the Tenant and the Landlord

under this Lease, which by nature would continue beyond the termination, cancellation, or expiration thereof, shall also survive the termination, cancellation, or expiration hereof.

ARTICLE 34
GOVERNING LAW AND VENUE

34.01 This Lease, including any exhibits or amendments, if any, and all matters relating thereto (whether in contract, statute, tort or otherwise) shall be governed by and construed in accordance with the laws of the State of Florida.

34.02 The parties agree that venue shall be in Miami-Dade County, Florida, and as a result, any litigation, action, cause of action, including, but not limited to any lawsuit, shall be brought and presented exclusively in a court located in Miami-Dade County, Florida.

ARTICLE 35
WRITTEN AGREEMENT

35.01 This Lease contains the entire agreement between the parties hereto and all previous negotiations leading thereto, and it may be modified only by resolution approved by the Board of County Commissioners.

35.02 Each signatory of this Lease represents hereby that he or she has the authority to execute, bind and deliver the same on behalf of the party hereto for which such signatory is acting.

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

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Lease, with the intent for it to be legally binding, as of the day and year first above written.

Landlord:

MIAMI-DADE COUNTY

a political subdivision of the State of Florida

By: _____

Name: _____

Title: _____

Date signed: _____

Witness/Attest:

Witness/Attest:

Tenant:

**CUBAN EXILE HISTORY
MUSEUM, INC.**

a Florida not-for-profit corporation

By: _____

Name: _____

Title: _____

Witness/Attest:

Witness/Attest:

EXHIBIT A
Map of Premises

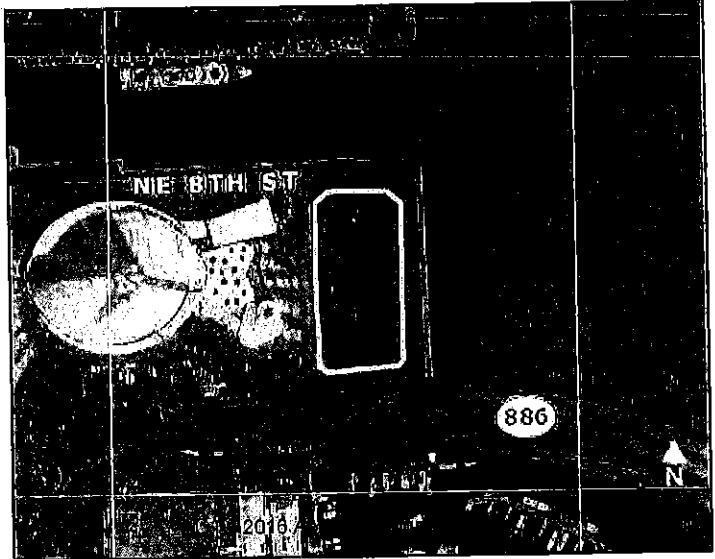


OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On : 11/8/2017

Property Information	
Folio:	01-3231-055-0020
Property Address:	400 NE 8 ST Miami, FL 33132-0000
Owner	MIAMI-DADE COUNTY GSA R/E MGMT
Mailing Address	111 NW 1 ST STE 2460 MIAMI, FL 33128-1929
PA Primary Zone	8002 PARKS & RECREATION
Primary Land Use	8066 VACANT GOVERNMENTAL : EXTRA FEA OTHER THAN PARKING
Beds / Baths / Half	0 / 0 / 0
Floors	0
Living Units	0
Actual Area	0 Sq.Ft
Living Area	0 Sq.Ft
Adjusted Area	0 Sq.Ft
Lot Size	120,485 Sq.Ft
Year Built	0



Assessment Information			
Year	2017	2016	2015
Land Value	\$12,048,500	\$12,048,500	\$12,048,500
Building Value	\$0	\$0	\$0
XF Value	\$27,729	\$28,036	\$27,523
Market Value	\$12,076,229	\$12,076,536	\$12,076,023
Assessed Value	\$9,743,280	\$8,857,528	\$8,052,299

Benefits Information				
Benefit	Type	2017	2016	2015
Non-Homestead Cap	Assessment Reduction	\$2,332,949	\$3,219,008	\$4,023,724
County	Exemption	\$9,743,280	\$8,857,528	\$8,052,299

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

Short Legal Description
MARITIME ARENA PB 154-37 T-20152 TR B LOT SIZE 2.766 AC M/L FAU 01-0100-000-0121

Taxable Value Information			
	2017	2016	2015
County			
Exemption Value	\$9,743,280	\$8,857,528	\$8,052,299
Taxable Value	\$0	\$0	\$0
School Board			
Exemption Value	\$12,076,229	\$12,076,536	\$12,076,023
Taxable Value	\$0	\$0	\$0
City			
Exemption Value	\$9,743,280	\$8,857,528	\$8,052,299
Taxable Value	\$0	\$0	\$0
Regional			
Exemption Value	\$9,743,280	\$8,857,528	\$8,052,299
Taxable Value	\$0	\$0	\$0

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description

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

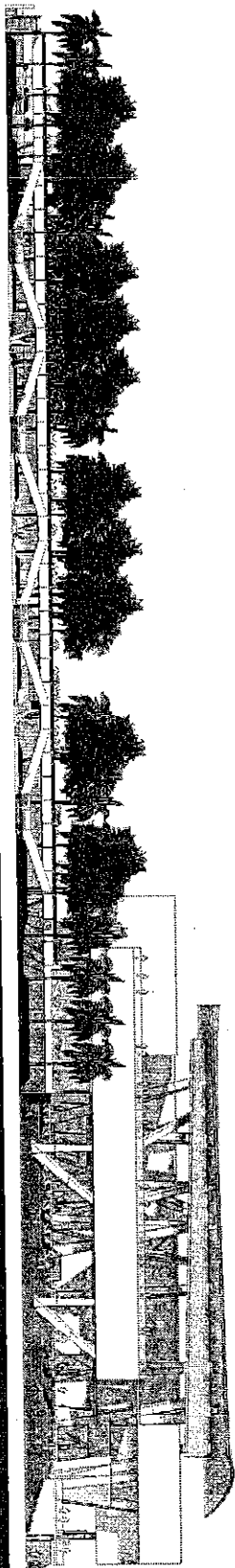
Version:

<http://www.miamidade.gov/propertysearch/>

123

11/8/2017

EXHIBIT B
Development Concept



CUBAN EXILE HISTORY MUSEUM

125

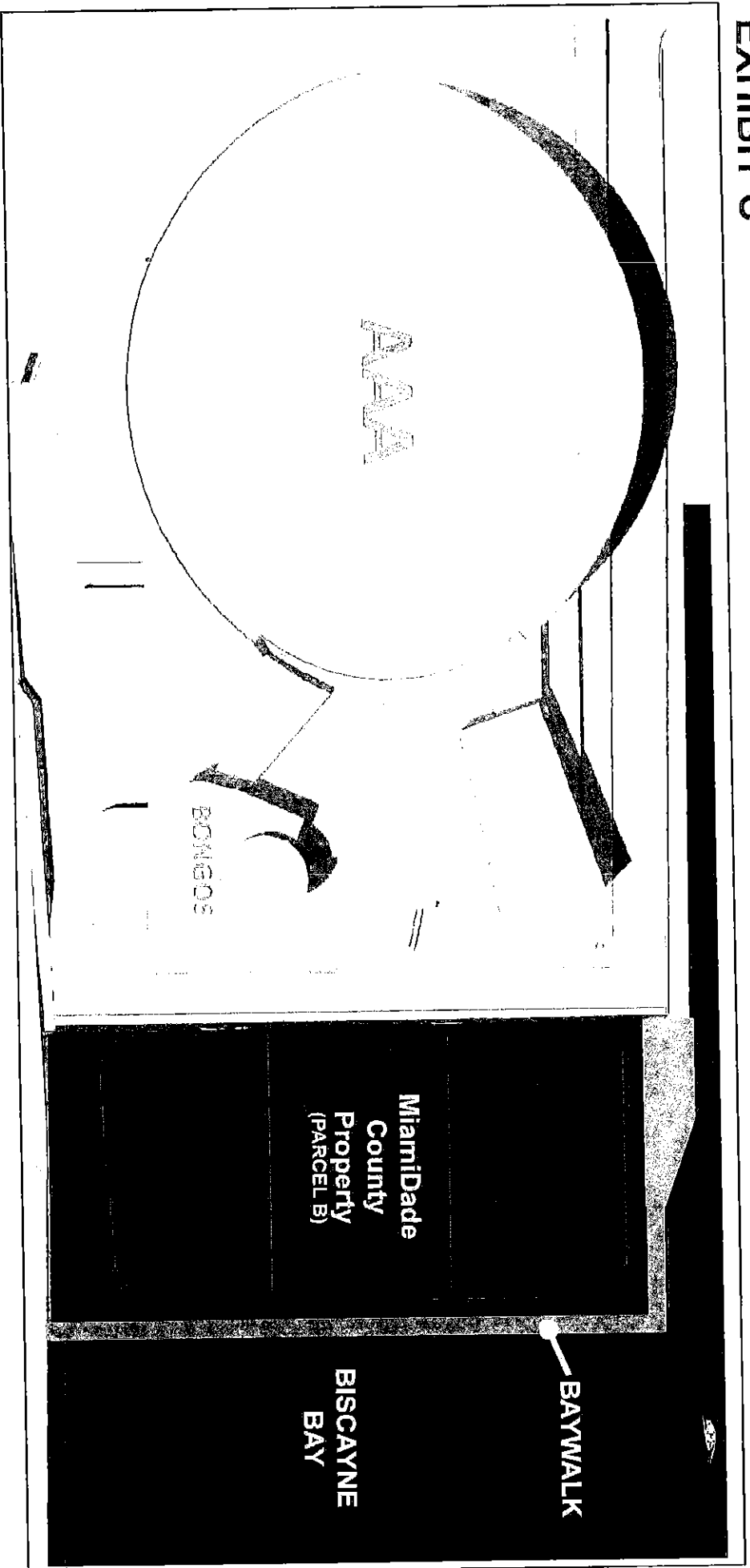
CHISHOLM




08.05.16

GRAPHICS ARE FOR FEASIBILITY ANALYSIS AND TO DETERMINE POTENTIAL OF PARCEL 9 FOR THE DESIGN AND CONSTRUCTION OF THE CEHM AND ANCILLARY USES. THIS CONCEPT WILL BE SUBJECT TO CHANGES AND REVISIONS BASED ON THE FINAL PROGRAMMING AND DESIGN OF THIS PROJECT

EXHIBIT C
Aerial Depicting Location of Baywalk

EXHIBIT C



LEGEND	
	EXISTING BAY-FRONT WALK BISCAYNE BAY
	PROPERTY LINE (MIAMIDADE COUNTY)
	PARCEL B

CEHM SITE

CONCEPTUAL SCHEMATICS

CUBAN EXILE HISTORY MUSEUM

GRAPHICS ARE FOR FEASIBILITY ANALYSIS AND TO DETERMINE POTENTIAL OF PARCEL B FOR THE DESIGN AND CONSTRUCTION OF THE CEHM AND ANCILLARY USES. THIS CONCEPT WILL BE SUBJECT TO CHANGES AND REVISIONS BASED ON THE FINAL PROGRAMMING AND DESIGN OF THIS PROJECT.

CHISHOLM

REVISION
03/23/2017

EXHIBIT D
Landlord's Estoppel Certificate

Re: Ground Lease dated _____, 20__ (the "Lease"), by and between Miami-Dade County (hereinafter "Landlord") and the Cuban Exile History Museum, Inc., a Florida not-for-profit corporation (hereinafter "Tenant").

Ladies and Gentlemen:

Landlord has been advised that _____ ("Lender") intends to make a loan to Tenant (the "Loan") in connection with the Premises described in the Lease, and that, in making the Loan, Lender will act in material reliance upon this Estoppel Certificate from Landlord. Landlord hereby certifies, represents, warrants, acknowledges and agrees as follows:

1. A true, complete and correct copy of the Lease is attached to this Estoppel Certificate. There have been no amendments, modifications, extensions, renewals or replacements of the Lease (other than as attached hereto).

2. Other than those contained in writing in the Lease, Tenant has made no representations, warranties or covenants to or in favor of Landlord with respect to the Premises or the Project.

3. The Lease is in full force and effect. Tenant has accepted the Premises, and is paying the Rent as specified in the Lease on a current basis as of [date]. Landlord has no knowledge of any set offs, claims or defenses to the enforcement of the Lease or Tenant's rights thereunder (except as expressed hereunder or attached hereto).

4. To Landlord's knowledge, neither Tenant nor Landlord is in default or breach under the Lease, and no event has occurred or condition exists which, with the giving of notice or passage of time, or both, could result in an event of default or breach under the Lease by either party (except as expressed hereunder or attached hereto).

5. Landlord has no knowledge of any present condition or event that may give rise to a violation of any federal, state, county or municipal law, regulation, ordinance, statute, rule, order or directive applicable to the Lease, the Premises or the Project (except as expressed hereunder or attached hereto).

Except as otherwise expressly defined in this Estoppel Certificate, all capitalized and/or defined terms when used herein will have the same meanings as given such terms in the Lease. This Certificate may be delivered by Landlord by facsimile or telecopier signature.

Dated this ___ day of _____.

Very truly yours,

Cuban Exile History Museum

ART IN PUBLIC PLACES (APP) PROCEDURES

SUMMARY

The Art in Public Places (APP) program is a requirement for all capital projects of Miami-Dade County and each municipality in Miami-Dade County that develop new government buildings that shelter people in a wholly or partially enclosed manner and serve a public purpose. The County Code requires that 1½ % of the construction cost of new government buildings be dedicated to public art projects through the APP program. This procedure explains how to work with the Department of Cultural Affairs to implement the APP requirement and also covers the processes to follow for maintenance, repair and inventory of public art works. There is a section that describes the procedures for municipalities to comply with the APP requirement and for private sector capital development on land owned by local government or on private property with the building owned by local government. In addition, there is a section containing the procedures for accessioning and deaccessioning artworks in the Public Art Collection. There is a "Frequently Asked Questions" section that is based on a series of opinions issued by the Office of the County Attorney to help clarify the requirements of the APP program.

PROCEDURE

General Information for Implementing APP Projects

1. Contact the Department of Cultural Affairs to set up a meeting to confirm the eligibility of the capital project for the APP and to review a complete capital budget for the project and perform an accurate calculation of the APP contribution.
2. All capital costs are included in the calculation of the 1½% APP allocation, including but not limited to:
 - architectural and engineering fees;
 - specialty consulting fees;
 - construction costs (including all systems and features that make a facility functional);
 - site work; and
 - allowance accounts (e.g., permitting, surveying, inspections)
 - contingency allowance.

The only exclusions are land acquisition and subsequent changes to the construction contract through change orders.

3. Departments convey funds to APP from the moment the department receives spending authority for the capital project. APP will work with department to determine the best approach and timing for the conveyance of the funds to the Department of Cultural Affairs.
4. APP funds are used by the Department of Cultural Affairs for commissioning works of art, APP program administrative costs, and repair and maintenance expenses.
5. Municipal, state, federal, private and other non-County funds for a capital project are subject to the 1½% public art requirement.
6. APP may use funds generated from a construction project for acquisition of art works for other government facilities throughout the County. Every effort is made to use funds generated by a department's project within that department.

7. Projects done through development agreements (i.e., the County contracts with another party to develop a building that the County will own now or in the future) are subject to the APP requirement.
 - Development agreements must include language provided by APP regarding the requirement to transfer public art funds to Art in Public Places.

Tools for Departments to Implement APP

1. A completed APP Capital Project Budget Allocation Worksheet must be submitted by departments to the Department of Cultural Affairs as soon as a capital project budget is developed. APP staff will confirm the accuracy of the calculation of the APP requirement for the project (see sample "APP Capital Budget Allocation Worksheet" on page 13; this form is available from APP staff).
2. APP will provide appropriate language to departments for inclusion under the "General Conditions Section 01042 - Art in Public Places Coordination" of the departments' capital projects contracts with architects, engineers, consultants, outside project management services, construction and development agreements.
3. Examples of prior APP projects, the list of members of the APP Trust and other APP background information can be found at www.miamidadearts.org.

The APP Artists Selection Process

1. APP works collaboratively with departments on developing the artists' selection process:
 - To identify opportunities for public art in a project (with departments' project managers, planners and architects);
 - To understand the unique features of the department's capital project (e.g., community impact, timetable requirements, etc.); and
 - To draft the "Call to Artists" (i.e., the APP request for artists' qualifications and/or proposals).
2. An APP Professional Advisory Committee (PAC) is convened to review artists' submissions and to make commission recommendations to the APP Trust. Committee members are arts professionals appointed by the APP Trust.
 - Departments attend and participate in the PAC selection process (especially, project managers/architects/engineers and representatives from the specific users of the building).
 - Community representatives can participate at the departments' and APP's discretion.
 - The size and scope of the project helps determine the opportunities identified for public art and the number of artists that may be selected to work on a project.
3. The PAC's recommendations of artists are approved and finalized by the Art in Public Places Trust (a 15-member board appointed by the Board of County Commissioners).
4. APP staff manages the work of the selected artists and closely coordinates this work with departments' project managers, architects/engineers/specialty consultants and contractors.

Keys to Successful APP Projects

1. Calculation of APP project funds must be done in consultation and concurrence with APP staff and based on actual A&E, consultants' and contractors' contract awards.
2. It is essential to contact APP as soon as capital project planning begins so that the timetable for the artists' selection process can be coordinated with the overall project's early design work.

3. Departments' full involvement with APP in identifying opportunities for art works, participating in the selection process and developing the art projects helps ensure that departments' needs can be addressed.
4. Departments must include APP requirements in all capital projects agreements and contracts.
5. Representatives from departments must be identified for clear, consistent and regular communication and coordination with APP staff for each stage of the work - planning, A&E selection, design, construction and commissioning; these representatives must have direct access to decision-making authority for APP issues.
6. Departments must keep APP fully informed of capital project developments and especially of changes in order to avoid additional APP costs (e.g., redesign of art works, artists' delay claims, storage costs for art works, etc.); costs associated with failure to communicate with APP are the responsibility of the department.
7. The APP project manager must be included on the department's project management team, the artist(s) on the A&E team and the artist's fabricator/installer on the contractor's team; this is essential to ensure that departments' capital projects and the development of art works remain interlocked (e.g., planning, design and construction of the building is coordinated closely with the development and installation of the art work).

Maintenance

1. Art in Public Places will dedicate 15% of all new public art allocations to a repair and maintenance fund that will be utilized for specialized tasks required to restore and/or repair works of art in its collection (i.e., these funds are allocated from within the 1½ % of APP funds generated by the capital project). These funds will be replenished on an ongoing basis with proceeds from new commissions.
2. Maintenance requirements of the commissioned artwork are discussed and coordinated with the department in advance of the project completion to ensure the long-term care of the work.
3. Contact APP before undertaking maintenance and/or repair of any art work. Works of art may require specialized treatment for upkeep and qualified professionals for maintenance.
4. When a work of art is designed as an integrated part of a building, it simply may require that the department conduct standard cleaning procedures. For example, an artist-designed terrazzo floor typically requires the same kind of maintenance as a regular terrazzo floor and the department is responsible for doing the maintenance. Please call APP if there is any question about the care of a department's integrated art work.
5. Art works fabricated from special materials may require specialized maintenance treatment. For example, a bronze or stone work of art must be cleaned and treated with a specific maintenance product of a certain brand. Please call APP for guidance regarding the maintenance of art works made of special materials.
6. It is the departments' responsibility to train cleaning crews regarding the treatment of public art works to ensure proper care; APP is available to provide guidance for this training.

Repair

1. Never attempt to repair an art work.
2. Contact APP immediately to report any damage to an art work and an APP staff member will be responsible for assessing the damage and determining the repair procedures.

Inventory: Departments' Responsibilities

1. Departments are responsible for conducting an annual inventory of their public art works and for reporting the results to APP.
2. Departments must appoint an APP liaison responsible for the annual inventory and annually inform APP regarding contact information for this individual.
3. Departments cannot move or relocate works of art; APP must be contacted if a department wants to move or relocate a work of art.

Inventory: APP's Responsibilities

1. APP annually will provide departments with a list of the art works and locations of the works in the departments to initiate the annual inventory.
2. APP will provide departments with contact information for its Collections Manager who is responsible for the inventory results.
3. APP will respond to departments' requests to move or relocate art works.

Information for Municipalities to Implement APP Projects

1. Municipal governments are required to implement the APP provision set forth in the County Code.
2. Municipalities have the option of administering their own public art projects or working collaboratively with Miami-Dade Art in Public Places to administer, manage and implement the public art projects.
3. If the municipality chooses to implement its own public art projects, it is responsible for adhering to the program's requirements, as outlined in these procedures and highlighted as follows:
 - 1½% of the total capital cost of new government buildings must be allocated for the commission or purchase of artworks as defined in these procedures;
 - a competitive, quality-based artist selection process must take place and a selection committee with knowledge and expertise in the visual arts must select the art work;
 - APP funds must be used solely for commissioning works of public art and a professional artist must be contracted with to implement the public art project;
 - a percentage of the APP funds may be set aside for program administrative costs and repair and maintenance expenses for the public art project. It is recommended that up to 15% of the total public art allocation be set aside for costs associated with administering the project and up to 15% be set aside for costs associated with the future maintenance of the public art project;
 - Miami-Dade County Department of Cultural Affairs and its APP staff are available to work with municipalities to assist them and confirm that they are meeting the APP program's requirements;
 - for General Obligation Bond-funded (GOB) projects, APP funds must be spent within the project that generates the APP funds; and
 - if a municipality chooses to implement its own public art projects, but requires the technical assistance of Miami-Dade County APP, a negotiated administrative fee can be determined based upon the complexity and duration of the project.
4. If the municipality chooses to work collaboratively with Miami-Dade APP to implement the public art requirements, Miami-Dade APP will oversee and provide services, highlighted as follows:

- work collaboratively with the municipality and its project team to identify opportunities for public art in the facility;
 - draft and distribute Call to Artists;
 - administer artist selection process;
 - coordinate the submission of the recommended artist(s) to the Miami-Dade APP Trust;
 - provide contract language for municipality's architect and contractor contracts to ensure APP coordination;
 - provide technical assistance to the selected artist(s) and serve as liaison between the artist(s) and commissioning municipality and its project team;
 - manage contract negotiations and process payments with artist(s);
 - coordinate installation of art work(s) with the municipality's project managers, architects/engineers/specialty consultants and contractor;
 - if a municipality chooses to work collaboratively with Miami-Dade APP, 15% of the total public art funds will be allocated to Miami-Dade Department of Cultural Affairs for costs associated with its administration of the public art project; and
 - if required by the municipality, the selected artist(s)/artwork(s), along with an alternate recommendation, will be presented to and reviewed by the municipality's governing body prior to the final approval of the Miami-Dade APP Trust.
5. Municipalities will own the resulting public art works and will be responsible for the maintenance, repair (as necessary), and inventorying of public art works. Municipalities can consult with Miami-Dade APP for assistance with these responsibilities.

Information for Private Sector Capital Development on Land Owned by Local Government or on Private Property with the Building Owned by Local Government

1. Capital projects done through agreements with a private entity, including but not limited to leases or development agreements (i.e., the local government contracts with another party to develop a building that the local government will own now or in the future), are subject to the APP requirement if:
 - The project meets the eligibility criteria for the public art requirement (e.g., it is a building that shelters people in a wholly or partially enclosed manner); and
 - The project serves a public purpose whether operated by local government or on its behalf, by a private operator; and/or
 - The project relies on surrounding or adjacent local government buildings to function and is an integral component of the overall infrastructure of a public complex (e.g., a cargo facility at the airport); and/or
 - The project enhances a patron experience at a local government facility (e.g., a restaurant).
2. Capital projects that are done through agreements with a private entity, including but not limited to leases or development agreements (i.e., the local government contracts with another party to develop a building that the local government will own now or in the future), to be operated by the private entity, may not be eligible for the art in public places requirement if:
 - The agreement between the local government and the private entity for the private entity to operate the project has a term in excess of 50 years; and/or
 - The agreement between the local government and the private entity has a provision that allows the private entity the option to purchase the facility; and/or
 - There is no local government funding and/or no local government rent abatements or reductions provided to the private entity; and/or

- The project has no public purpose and is not part of a complex of surrounding or adjacent local government buildings that function as a public complex and/or does not enhance a patron experience at a local government facility.
3. Capital projects that include complexes in which one or more of the buildings and/or a portion of a building meet the criteria for the APP requirement may need to comply with the APP requirement for those eligible buildings and/or eligible portions of the building (e.g., a public parking garage built as a part of a private development complex that otherwise may not be subject to the APP requirement).
 4. Determinations as to the applicability of the public art requirement initially are made by the Director of the Miami-Dade Department of Cultural Affairs, are based on the section 2-11.15 of the County Code, Administrative Order 3-11 and the Miami-Dade Procedures Manual (Procedure No. 358), and may be considered by the Review Committee as set forth in Administrative Order 3-11, prior to consideration of the Board of County Commissioners.

Accession Procedures

1. Accessioning is the formal acceptance of an artwork into the Miami-Dade County Art in Public Places Collection (Collection). Accessioning artwork into the Collection indicates the intent to apply professional standards of care, display, and maintenance over the life of the artwork, or until the artwork is no longer displayable and is deaccessioned from the Collection.
2. Artworks will be entered into the Collection Inventory as soon as a commissioning or purchasing contract is executed and these inventory entries will be annotated as "works in progress" with periodic updates included as necessary to describe the status of completion accurately. Artworks will be annotated as fully accessioned in the Collection inventory only upon completion of all facets of the commissioning or purchasing contract or of the required review process for gifts and other artworks. Conditions, restrictions, or limitations cannot be attached to the accessioning that would limit the use of the artwork.
3. The signed contract transferring title for the artwork and clearly defining the rights and responsibilities of all parties will accompany every acquisition.
4. Acquisitions result from:
 - Projects of the Miami-Dade County Art in Public Places Program pursuant to Section 2.11.15 of the Miami-Dade County Code;
 - Gifts with a fair market value greater than \$1,000, which will be reviewed and accessioned in accordance with the Miami-Dade County Administrative Order No. 1-3;
 - Gifts with a fair market value less than \$1,000 that are reviewed and accepted by the Art in Public Places Trust; or
 - Other artworks, including but not limited to found items that are un-accessioned items found in the existing Collection or in the possession of Miami-Dade County government that are reviewed and accepted by the Art in Public Places Trust.
5. All acquisitions will be entered into the Collection inventory and added to the General Services Administration (GSA) Capital Inventory Record.
6. Once the Art in Public Places program takes possession of an artwork, it should have the sole right to determine how and when that artwork is shown, safeguarded, or deaccessioned, subject to its professional practices and policies and in accordance with County policy.

Deaccession Procedures

1. The deaccessioning of artwork is the removal of an object from the Miami-Dade County Art in Public Places Collection. This includes the removal of the artwork from its public site, removal from the maintenance cycle, and moving of records, both hard copy and electronic, into a Deaccessioned Collection file and as required by Miami-Dade County Administrative Order No. 8-2, transferred into the archived portion of the GSA Capital Inventory Record. Deaccessioning will be considered only after a careful evaluation of the artwork within the context of the Collection as a whole and will be consistent with Miami-Dade County Administrative Order No. 8-2 – Care, Control and Disposal of County Property. Only the Miami-Dade County Art in Public Places Trust has the authority to deaccession artworks in the Art in Public Places Collection.
2. Once an artwork has been accessioned, it may not be deaccessioned on the basis of content.
3. An artwork may be considered for deaccession under the following conditions only:
 - The artwork cannot be located after reasonable and diligent searches. As required by Miami-Dade County Administrative Order No. 8-2, a police report must be filed for unlocated artwork(s) and an investigation report and recommendation must be submitted to GSA;
 - The artwork has been damaged beyond repair, damaged to the extent that it no longer represents the artist's intent, or damaged to the extent that the expenses of restoration and repair are found to equal or exceed current market value of the artwork. As required by Miami-Dade County Administrative Order No. 8-2, a police report must be filed for damaged or destroyed artwork(s) and an investigation report and recommendation must be submitted to GSA;
 - The artwork is not, or is only rarely, on display due to lack of a suitable site;
 - For site-integrated or site-specific artworks, the site for which the artwork was specifically created is structurally or otherwise altered and can no longer accommodate the artwork, is made publicly inaccessible as a result of new construction, demolition, or security enhancement, or has its surrounding environment altered in a way that significantly and adversely impacts the artwork;
 - For site-integrated or site-specific artworks, the site for which the artwork was specifically created is sold or acquired by an entity other than Miami-Dade County;
 - The artwork was purchased as a semi-permanent acquisition and the County's predetermined period of obligation is terminated;
 - There is a documented history of incident(s) that shows the artwork is a threat to public safety;
 - The artist legally exercises the right of disassociation granted by the Visual Artists Rights Act of 1990, preventing the use of his or her name as the creator of the artwork;
 - The artwork requires excessive maintenance and/or the condition or security of the artwork cannot be reasonably guaranteed;
 - The artwork has been determined by the Art in Public Places Trust deaccession process to be of inferior quality relative to the quality of other works in the Collection or the County wishes to replace the artwork with a work of more significance by the same artist; and/or
 - At the time of accessioning, complete information on the provenance of the artwork was not available, or more information has since become available, indicating that the artwork should not be part of the Miami-Dade County Art in Public Places Collection.
4. Department of Cultural Affairs staff will prepare a written recommendation for deaccession of artworks from the Collection based on one or more of the conditions in Section 3 above for

**Schedule 4.01
(form)**

Confirmation of Commencement Date

Reference is made to the Cuban Exile History Museum Ground Lease dated _____, 20___, by and between Miami-Dade County, acting by and through its Internal Services Development ("Landlord"), and the Cuban Exile History Museum, Inc., a Florida not-for-profit corporation ("Tenant"). This Confirmation of Commencement Date ("Confirmation of Commencement") is attached to the Lease as Schedule 4.01 thereto, and, when executed and delivered by Landlord to the Tenant shall be incorporated within and made a part of the Lease. Capitalized terms used in this Confirmation of Commencement without otherwise being defined herein will have the meanings given to them in the Lease. The Confirmation Date of the Lease is _____, 20___. To confirm the Commencement Date, the Landlord has caused this instrument to be executed and delivered to the Tenant, defining the Commencement Date of the Lease.

ATTEST:
HARVEY RUVIN, CLERK

COUNTY:
MIAMI-DADE COUNTY,
a political subdivision of the State of Florida

By: _____

BY ITS BOARD OF COUNTY
COMMISSIONERS

By: _____