MEMORANDUM

Agenda Item No. 9(A)(1)

TO: Honorable Chairwoman Audrey M. Edmonson and Members, Board of County Commissioners

DATE: May 7, 2019

FROM: Abigail Price-Williams County Attorney

SUBJECT: Resolution authorizing terms of and authorizing execution by the County Mayor of a Lease Agreement between the County as tenant and Downtown Doral Holdings, LLC as landlord, a Florida Limited Liability Company, for the premises located at 8551 NW 53 St, Suites A107/A108, Doral, Florida, 33166, to be utilized by the Miami-Dade Public Library system as its Doral Branch Library for a two-year term, with a one-year option to renew for a total rent of $599,000.00.; waiving Resolution No. R-130-06 requiring lease to be executed; authorizing the County Mayor to exercise any and all rights conferred therein, and to take all actions necessary to effectuate same; and authorizing the addition of the new Doral Branch Library to the Economic Stimulus plan list of approved projects in accordance with Section 2-8.2.7 of the County Code

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The accompanying resolution was prepared by the Library Department and placed on the agenda at the request of Prime Sponsor Commissioner Jose "Pepe" Diaz.

Abigail Price-Williams
County Attorney

APW/lmp

Memorandum

MIAMI-DADE COUNTY

Date: May 7, 2019

To: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

Subject: Resolution Authorizing a Lease Agreement between Miami-Dade County and Downtown Doral Holdings, Inc. for Relocation of the Doral Branch Library and Addition of the Future Replacement Doral Branch Library to the County's Economic Stimulus Plan List of Projects

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Recommendation

It is recommended that the Board of County Commissioners (Board) authorize the County Mayor or County Mayor's Designee to proceed with the following actions related to the current and future Doral Branch Library:

- Enter into the attached Lease Agreement (Attachment 1) with Downtown Doral Holdings, Inc. for two years plus one, one-year renewal period to relocate the current Doral Branch Library to a 3,533 square foot commercial retail space, together with parking in common with other tenants located at 8551 Northwest 53 Street, Suites A107/A108, Doral, Florida, 33166.

- Add the future replacement Doral Branch Library to the County's Economic Stimulus Plan (ESP) list of approved projects (Attachment 2); and exercise the authority under Section 2-8.2.7 of the County Code with respect to ESP projects.

In addition, it is recommended that Resolution No. R-130-06 (requiring contract with non-governmental entities be signed by the other parties before being submitted to the Board of County Commissioners) be waived in order to insure a timely transition to the new library location.

Scope

The Doral Branch Library is located in County Commission District 12, which is represented by County Commissioner Jose "Pepe" Diaz.

Fiscal Impact/Funding Source

The total fiscal impact for the first year of the initial lease term is $229,650, which includes gross rent of $176,650 based on a rental rate of $50 per square foot for 3,533 square feet, plus approximately $53,000 for improvements to the space. The total projected fiscal impact, inclusive of a three percent annual rent increase over the two-year lease term and the one-year renewal option period, if exercised, is $599,000. Library District revenues is the funding source for the Lease Agreement.

Track Record/Monitor
There are no known issues with the Landlord. The Lease Agreement will be managed by Leo Gomez, Assistant Director, Miami-Dade Public Library System (MDPLS).

Background

Lease Agreement
Resolution No. R-882-18, approved by the Board in 2018, provided for a final one-year extension to the County's Lease Agreement with Real Sub, LLC, for the current Doral Branch Library location at 10785 NW 58 Street, Space B-11, Doral, Florida. The current Landlord has been interested in changing the Tenant mix since purchasing this shopping center and was only willing to offer the aforementioned Lease extension through June 2, 2019. As such, MDPLS has been searching for both, a temporary location for the library to ensure continuity of services in the Doral area and a parcel of land to purchase, in order to design, and construct a future replacement Doral Branch Library.

The proposed Lease Agreement provides for a 3,533 square foot commercial retail space in the Downtown Doral development, which is 558 square foot larger than the current location (2,975 square feet). This space is in a highly visible, well-located, ground floor location, is largely move-in ready, and includes free parking for both staff and library patrons. This location is viewed favorably due its accessibility from surrounding commercial and residential development, overall foot traffic, proximity to a public park and multiple schools, and proximity to Doral City Hall. While the location is largely move-in ready, MDPLS has included funding for improvements to the space such as data and electrical wiring, furniture for the public areas, and exterior signage that would be needed to have this location fully operational for public use. The proposed gross rental rate of $50 per square foot includes Common Area Maintenance (CAM) costs and is a favorable rental rate compared to other commercial retail space in the Doral area. While the gross rental rate (including CAM) at the current location is approximately $39 per square foot, the asking rate if we were able to renew at the current location would be approximately $56 per square foot (including CAM charges).

Economic Stimulus Plan – Future Replacement Doral Branch Library
MDPLS is approaching the design stage for development of a future 15,000 square foot replacement Doral Branch Library, a project that was approved by the voters as part of the Building Better Communities, General Obligation Bond Program. It is important to note that the County is in negotiations for a vacant parcel of land in this area that could serve as the future Doral Branch Library. If successfully negotiated, a Contract for Sale and Purchase will be presented to the Board in the coming months. To that end, this item requests adding the new Doral Branch Library to the ESP list of approved projects in order to begin preparations to proceed with selection of design consultants and contractors in accordance with applicable selection and/or bid processes. Attachment 2 includes the description of the proposed project, including the estimated number of jobs to be created and estimated small business development measures.

Approval of this item is recommended and will further our goal of transitioning out of leased spaces for our County library buildings and advance the MDPLS strategic goal of creating great spaces and destinations for our residents. This move to a larger location will also enable us to better meet the demand for library services from a growing population in this area while we transition to the new library. Additionally, the opportunity to locate one of our libraries in a growing mixed-use development such as Downtown Doral will establish a new standard of access and exposure to library services throughout the Library District.

Michael Spring
Senior Advisor

MEMORANDUM
(Revised)

TO: Honorable Chairwoman Audrey M. Edmonson and Members, Board of County Commissioners

DATE: May 7, 2019

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 9(A)(1)

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 present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____) to approve**

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

Approved ________________ Mayor

Veto ________

Override ________

Agenda Item No. 9(A)(1)
5-7-19

RESOLUTION NO. ________________

RESOLUTION AUTHORIZING TERMS OF AND AUTHORIZING EXECUTION BY THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE, OF A LEASE AGREEMENT BETWEEN THE COUNTY AS TENANT AND DOWNTOWN DORAL HOLDINGS, LLC AS LANDLORD, A FLORIDA LIMITED LIABILITY COMPANY, FOR THE PREMISES LOCATED AT 8551 NW 53 ST, SUITES A107/A108, DORAL, FLORIDA, 33166, TO BE UTILIZED BY THE MIAMI-DADE PUBLIC LIBRARY SYSTEM AS ITS DORAL BRANCH LIBRARY FOR A TWO-YEAR TERM, WITH A ONE-YEAR OPTION TO RENEW FOR A TOTAL RENT OF $599,000.00; WAIVING RESOLUTION NO. R-130-06 REQUIRING LEASE TO BE EXECUTED; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE ANY AND ALL RIGHTS CONFERRED THEREIN, AND TO TAKE ALL ACTIONS NECESSARY TO EFFECTUATE SAME; AND AUTHORIZING THE ADDITION OF THE NEW DORAL BRANCH LIBRARY TO THE ECONOMIC STIMULUS PLAN LIST OF APPROVED PROJECTS IN ACCORDANCE WITH SECTION 2-8.2.7 OF THE COUNTY CODE

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

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

Section 1. The foregoing recital is incorporated into this resolution and is approved.

Section 2. This Board hereby approves the Lease Agreement attached to the Mayor's memorandum as Attachment 1 between the County, as tenant, and Downtown Doral Holdings, LLC, as landlord, for the property located at 8551 NW 53 St., Suites A107/A108, Doral, Florida, 33166, for a two-year term with a one-year option to renew, with an estimated fiscal impact to the County of $599,000.00, inclusive of the renewal period.

Section 3. The Board authorizes the County Mayor or County Mayor's designee to execute the Lease Agreement, exercise any and all rights conferred therein, and to take all actions necessary to effectuate same. This Board hereby waives the requirements of Resolution No. R-130-06 requiring a contract to be fully negotiated and executed by the other party before being presented to the Board.

Section 4. This Board approves and authorizes the addition of the new Doral Branch Library to the Economic Stimulus Plan list of approved projects in accordance with Section 2-8.2.7 of the County Code.

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

Audrey M. Edmonson, Chairwoman
Rebeca Sosa, Vice Chairwoman

Esteban L. Bovo, Jr.	Daniella Levine Cava
Jose "Pepe" Diaz	Sally A. Heyman
Eileen Higgins	Barbara J. Jordan
Joe A. Martinez	Jean Monestime
Dennis C. Moss	Sen. Javier D. Souto
Xavier L. Suarez	

The Chairperson thereupon declared this resolution duly passed and adopted this 7th day of May, 2019. 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. MJS

Melanie J. Spencer
Monica Rizo Perez

DOWNTOWN DORAL
RETAIL LEASE AGREEMENT

THIS RETAIL LEASE AGREEMENT (the "Lease"), is made as of the _____ day of ___________, 2019, by and between DOWNTOWN DORAL RETAIL HOLDINGS, LLC, a Delaware limited liability company (the "Landlord"), and MIAMI-DADE COUNTY, a political subdivision of the State of Florida (the "Tenant").

BASIC LEASE INFORMATION

1. Premises: Street Address: 8551 N.W. 53rd Street, Doral, Florida 33166
Suite No.: A107 and A108
Building: A
Located in Main Street at Downtown Doral, as shown on Exhibit "A"

2. Square Footage of Premises: Approximately 3,533 square feet

3. Square Footage of Shopping Center: Approximately 77,910 square feet

4. Tenant's Proportionate Share: Approximately 4.53%

5. Term of Lease: Two (2) years, plus the period of time between the Commencement Date and the Rent Commencement Date

"Commencement Date": The date that Landlord delivers possession of the Premises to Tenant, which shall be no later than May 1, 2019

"Rent Commencement Date": June 1, 2019

"Expiration Date": May 31, 2021

6. "Rent":

LEASE YEAR	ANNUAL RENT RATE PER SQUARE FOOT	MONTHLY RENT (NOT INCL. SALES TAX)*
1	$50.00	$14,720.83
2	$51.50	$15,162.46

*For so long as Tenant is tax-exempt, Landlord will not collect sales tax on any rent payments due under this Lease.

7. Percentage Rent: N/A

8. Prepaid Rent: N/A

9. Security Deposit: N/A

10. Cost Pass-Throughs: N/A. Tenant shall have no obligation to reimburse Landlord for any Operating Expenses or Taxes, and any references thereto shall be disregarded

11. Permitted Use: Solely for the operation of a public library, with a book drop located proximate to the Premises (such location to be determined mutually between Landlord and Tenant), and for no other purpose.

12. Trade Name: Miami-Dade Public Library System

13. Broker(s): Koniver Stern Group ("Landlord's Broker") (representing Landlord); N/A ("Tenant's Broker") (representing Tenant)

14. Tenant Improvements: "As-Is"; see Exhibit "D"

15. Option to Renew: See Rider 1

16. Landlord's Address for Notices:

Downtown Doral Retail Holdings, LLC
c/o Codina Partners
2020 Salzedo Street, 5th Floor
Coral Gables, Florida 33134
Attention: Ana-Marie Codina Barlick, CEO

with a copy to:

Downtown Doral Retail Holdings, LLC
8350 N.W. 52nd Terrace, Suite 102
Doral Florida 33166
Attention: Monique Bardino

17. Landlord's Address for Payments:

Landlord's address for rent payments by standard mail:

Downtown Doral Retail Holdings, LLC
PO Box 865418
Orlando, FL 32886-5418

Landlord's address for rent payments by overnight courier:

Downtown Doral Retail Holdings, LLC
Lbx# 865418
11050 Lake Underhill Rd
Orlando, FL 32825

Landlord's address for rent payments by wire transfer:

Client Name:	Downtown Doral Retail Holdings, LLC
Bank Name:	Wells Fargo Bank
ABA/Routing #	121000248
Address:	P.O. Box 63020
City/St/Country/Zip:	San Francisco, CA, USA 94163

Name:	Downtown Doral Retail Holdings, LLC
Account Number:	4129085510
Address:	2020 Salzedo Street, 5th Floor
City/St/Country/Zip:	Coral Gables, Florida 33134

18. Tenant's Address for Notices:

Miami-Dade Public Library System
101 W. Flagler Street, 2nd Floor
Miami, Florida 33130
Attn: Ray Baker, Director

19. Guarantor: N/A

LEASE

1. Premises. In consideration of the mutual covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises described in the Basic Lease Information. The Premises is located in a building (the "Building") in a shopping center located in Doral, Florida and currently known as Main Street at Downtown Doral (the "Shopping Center"). The Premises are outlined on the site plan attached hereto and made a part hereof as Exhibit "A." A legal description of the Shopping Center is attached hereto and made a part hereof as Exhibit "B." The site plan is intended solely to depict the general layout of the Shopping Center and approximate location of buildings and common areas. . Reference to tenants on the site plan (if any) are not and shall not be deemed representations of existing or future tenancies. Following the Rent Commencement Date, Landlord may, at its expense, direct its architect to determine the square footage of the Premises as actually constructed and certify as to same to both Landlord and Tenant, determined by measuring from the exterior face of exterior walls and from the center of interior or party walls. If the square footage of the Premises as determined by Landlord's architect is greater or less than the amount specified in the Basic Lease Information, the square footage of the Premises shall be adjusted to equal the amount as so determined, and the Rent, Tenant's Proportionate Share of the Shopping Center, and any other amounts specified in this Lease as a function of the square footage of the Premises shall be adjusted proportionately.

2. Term. Subject to the provisions of this Lease, Tenant shall have the right to the exclusive possession and use of the Premises for a period (the "Term") commencing on the Commencement Date and unless earlier terminated by Landlord as provided herein, continuing until the Expiration Date. If Landlord cannot deliver possession of the Premises to Tenant on the Commencement Date, this Lease shall not be void or voidable, nor shall Landlord be liable to Tenant for any loss or damage resulting therefrom, but in that event, this Lease shall in all ways remain in full force and effect.

3. Rent. Commencing on the Rent Commencement Date, Tenant shall pay Rent for the use and occupancy of the Premises in the amounts set forth in the Basic Lease Information, payable without notice, in advance in equal monthly installments as of the first day of each calendar month of the Term, and without offset, counterclaim, or deduction whatsoever, except as otherwise expressly set forth in this Lease. All rent payments shall be made at Landlord's address set forth above or such other address as designated by Landlord.

4. Percentage Rent. Intentionally omitted.

5. Operating Expenses; Taxes; Promotional Fund. Intentionally omitted.

6. Rent; Late Charge. For purposes of this Lease, all sums due from Tenant, including, but not limited to, Rent, shall be deemed to be "rent" whether or not specifically designated as such. If any payment due from Tenant shall be overdue, a late charge of ten (10%) percent of the delinquent sum may be charged by Landlord. If any payment due from Tenant shall remain overdue for more than fifteen (15) days, an additional late charge in an amount equal to the lesser of the highest rate permitted by law or one and one-half (1 1/2%) percent per month (eighteen (18%) percent per annum) of the delinquent amount may be charged by Landlord, such charge to be computed for the entire period for which the amount is overdue and which shall be in addition to and not in lieu of the late charge or any other remedy available to Landlord. No payment by Tenant or receipt by Landlord of rent hereunder shall be deemed to be other than on account of the amount due, and no endorsement or statement on any check or any letter accompanying any check or payment of rent shall be deemed an accord and satisfaction, and Landlord may accept such check as payment without prejudice to Landlord's right to recover the balance of such installment or payment of rent or pursue any other remedies available to Landlord. If any check from Tenant is returned by the bank for non-payment due to insufficient funds, Tenant shall pay all expenses incurred by Landlord as a result thereof. If more than two (2) checks are returned by the bank for non-payment due to insufficient funds, in addition to the remedies provided in this Lease, Landlord shall have the right to require that all rent payments for the remainder of the Term be made by cashier's check issued by a national banking association or by federal funds wire transfer.

7. Security Deposit. Intentionally omitted.

8. Landlord's Lien. Landlord hereby waives any statutory and common law liens for rent (other than judgment liens). Although such waiver is hereby deemed to be automatic and self-executing, Landlord agrees to execute such instruments as may be reasonably required from time to time in order to confirm such waiver.

9. Use; Signs.

(a) Tenant may use and occupy the Premises during the Term solely for the use described in the Basic Lease Information, and for no other use or purpose whatsoever, and notwithstanding Tenant's permitted use set forth herein, Tenant acknowledges and agrees that its use of the Premises is subject to the restrictions set forth in Exhibit "C," attached hereto and made a part hereof. The business of Tenant in the Premises shall be carried on under the trade name specified in the Basic Lease Information and under no other name unless approved by Landlord in writing. Landlord reserves the right to enter the Premises (with reasonable notice and during normal business hours; provided that no notice is needed in an emergency) to show the Premises to prospective purchasers, tenants, insurers, or inspectors and to conduct maintenance or make repairs as needed. Tenant agrees to comply with all applicable laws, ordinances, rules, and regulations of any governmental entity or agency having jurisdiction over the Premises ("Legal Requirements"), with respect to Tenant's use and occupancy of the Premises, including, without limitation, the Americans with Disabilities Act (both federal and Florida) and the regulations promulgated thereunder. The name for the Shopping Center which Landlord may from time to time adopt, and every name or mark adopted by Landlord in connection with the Shopping Center shall be used by Tenant only in association with the business carried on in the Premises during the Term, and Tenant's use thereof shall be subject to such regulation as Landlord may from time to time impose. At any time within the last six (6) months of the Term, Landlord shall have the right to display on the exterior of the Premises or in Tenant's window a customary "For Rent" or similar leasing sign.

(b) During the Term, Tenant shall conduct its business in the Premises in accordance with the minimum hours established by Tenant at Tenant's other library locations. Tenant may conduct business on the Premises, in addition to the foregoing times, in Tenant's reasonable judgment , at Tenant's sole expense, in accordance with the Shopping Center rules and regulations, and within Landlord's reasonable discretion. However, Landlord shall not be responsible for providing common area or other services during such additional hours. If Landlord elects to provide additional services that do not benefit all tenants generally, Landlord shall equitably prorate the costs thereof among the tenants that benefit therefrom. Tenant shall open the whole of the Premises for business to the public, fully fixtured, stocked, and staffed on the Rent Commencement Date, and shall continuously, actively, and diligently carry on the business specified in the Basic Lease Information on the whole of the Premises during the Term, during such hours and upon such days as are herein required, except when prevented from doing so by force majeure. Tenant acknowledges that its continued occupancy of the Premises and the regular conduct of its business therein are of utmost importance to neighboring tenants and to Landlord in the renting of space in the Shopping Center, the renewal of other leases therein, and the efficient and economic supply of services and utilities. Tenant acknowledges that Landlord is executing this Lease in reliance thereupon and that the same is a material element inducing Landlord to execute this Lease. Tenant shall not keep or display any merchandise on or otherwise obstruct the common areas and shall not sell, advertise, conduct, or solicit business anywhere within the Shopping Center other than in the Premises. Tenant shall ship and receive supplies, fixtures, equipment, furnishings, wares, and merchandise only through the appropriate service and delivery facilities provided by Landlord; and shall not park its trucks or other delivery vehicles or allow suppliers or others making deliveries to or receiving shipments from the Premises to park in the parking areas, except in those parts thereof as may from time to time be allocated by Landlord for such purpose. All cleaning of supplies and equipment shall be done inside the Premises and not in any common areas or elsewhere outside the Premises (for example, sweeping trash out the rear door, mopping debris and oils out the back door, and cleaning any equipment behind the Premises is prohibited); toward that end, Tenant shall have a designated area within the Premises to perform such cleaning. Any cleaning that Landlord will have to do to remedy such issues will be charged directly back to the Tenant. Tenant shall maintain available a substantial stock of goods, wares, and merchandise adequate to ensure successful operation of Tenant's business, and shall employ and maintain sales and other personnel sufficient at all times for proper service to customers.

(c) If Tenant fails to open for business as required in this Section or fails to operate its business during the days and hours required under the terms of this Section or abandons or vacates the Premises, then Tenant shall pay monthly at the same time Rent is due, as liquidated damages (it being understood and agreed that actual damages would be very difficult to assess, but such liquidated damages are a fair and reasonable estimate of the actual damages), an additional amount equal to twenty-five percent (25%) of the Rent payable for the month (or months) in which Tenant fails to be open for business as required by this Lease (whether such failure is the failure to be initially open or operate or Tenant's abandonment or vacation of the Premises). The liquidated damages described above shall not be deemed to be Landlord's exclusive rights and remedies for Tenant's default, and Landlord shall be permitted to pursue additional rights and remedies provided under Section 19 of this Lease.

(d) Notwithstanding any other provisions of this Lease, Tenant shall not use the Premises nor permit them to be used for any of the following purposes: (i) for the sale by Tenant, as its principal business purpose, of any merchandise which Tenant, in the course of its normal business practice, purchases at manufacturers' clearances or purchases of ends-of-runs, bankruptcy stock, seconds, or other similar merchandise; (ii) for the sale of second-hand goods, war surplus articles, insurance salvage stock, fire sale stock, merchandise damaged by or held out to be damaged by fire, except merchandise damaged by fire or smoke occurring in the Shopping Center, and then only for thirty (30) days after the date of any such damage; (iii) as an auction or flea market; (iv) for a bankruptcy sale or going-out-of-business sale or liquidation sale or any similar sale, unless Tenant is in fact in bankruptcy or is going out of business or is in liquidation, in which case such sale shall not continue beyond thirty (30) days; (v) a business primarily used for an order office, mail order office, or catalogue store or internet show room; (vi) any business in which Tenant is engaged in intentionally deceptive or fraudulent advertising or selling practices or any other act or business practice contrary to honest retail practices, or (vii) for any of the following uses, unless expressly permitted under Tenant's permitted use described in the Basic Lease Information: bowling alley; arcade; bar, tavern, or cocktail lounge; health club, spa, or gymnasium; nightclub, discotheque, dance hall, billiard or pool hall; veterinary hospital, animal raising facilities, or pet shop; mortuary; massage parlor; any establishment selling or exhibiting pornographic materials; restaurant; or movie or other theater. In addition, outdoor sound systems and outdoor live music are not permitted (which shall include, but is not limited to, outdoor televisions and/or speakers).

(e) Tenant, at Tenant's expense, shall erect and maintain identification signage upon the storefront of the Premises. The design and specification of such signage shall be subject to Landlord's sign criteria as adopted from time to time and such design and specification (including camera-ready artwork) shall be submitted for Landlord's prior approval. No other signs or graphic displays shall be used or permitted on the exterior of the Premises (or the interior of the Premises, if visible from outside of the Premises) (which includes, but is not limited to, the windows in the Premises) without Landlord's prior written consent. Landlord's sign criteria as of the date hereof is attached hereto and made a part hereof as Exhibit "G." Landlord has approved the signage package attached hereto and made a part hereof as Exhibit "G-1," subject to applicable Legal Requirements. It shall be Tenant's responsibility to secure approvals from the appropriate jurisdiction with respect to its signage.

(f) This Lease is and at all times subject and subordinate to the terms of that certain Declaration of Covenants, Restrictions and Easements dated recorded on April 18, 2008 in Official Records Book 26333, Page 241, of the Public Records of Miami-Dade County (the "Declaration"), as the same may be amended from time to time. Notwithstanding any provision in this Lease to the contrary, Landlord and Tenant intend and agree that this Lease shall not permit any activity by Tenant which is prohibited by or which would otherwise create a default under the Declaration. A violation of any of the foregoing shall constitute a default under this Lease and notwithstanding any notice or cure period provided herein, the cure period permitted for Tenant to cure its violation of the Declaration shall not exceed the actual period of time allotted to Landlord to cure such provision under the Declaration. Tenant shall indemnify and hold harmless Landlord from and against any and all loss, costs, damages, expenses and liabilities (including, but not limited to, reasonable attorneys' fees) that Landlord may incur or pay out by reason of any breach or default of the terms of the Declaration caused by Tenant, its agents, employees, or contractors.

10. <u>Maintenance; Utilities</u>.

(a) Landlord covenants to keep or cause to be kept the following in good repair as a prudent owner: (i) the structure of the Building including exterior walls and roofs; (ii) the mechanical, electrical, and other base building systems (except as may be installed by or be the property of Tenant or as may be serving only the Premises, including, without limitation, the heating, ventilation, and air conditioning ("HVAC") serving only the Premises); and (iii) the entrances, sidewalks, corridors, parking areas and other facilities from time to time comprising the common areas. The cost of such maintenance and repairs shall be included in Operating Expenses. So long as Landlord is acting in good faith, Landlord shall not be responsible for any damages caused to Tenant by reason of failure of any equipment or facilities serving the Shopping Center or delays in the performance of any work for which Landlord is responsible pursuant to this Lease. If any part of the Shopping Center is damaged or destroyed or requires repair, replacement, or alteration as a result of the act or omission of Tenant, its employees, agents, invitees, licensees, or contractors, Landlord shall have the right to perform same and the cost of such repairs, replacement, or alterations shall be paid by Tenant to Landlord upon demand. In addition, if, in an emergency, it shall become necessary to make promptly any repairs or replacements required to be made by Tenant, Landlord may re-enter the Premises and proceed forthwith to have the repairs or replacements made and pay the costs thereof. Upon demand, Tenant shall reimburse Landlord for the cost of making the repairs.

(b) Tenant shall, at its sole cost, repair and maintain the Premises, all to a standard consistent with a first-class shopping center, with the exception only of those repairs which are the obligation of Landlord pursuant to this Lease. Without limiting the generality of the foregoing, Tenant is specifically required to maintain and make repairs to (i) the portion of any pipes, lines, ducts, wires, or conduits contained within the Premises; (ii) windows, plate glass, doors, and any fixtures or appurtenances composed of glass (including, without limitation, interior and exterior washing of windows and plate glass); (iii) Tenant's sign; and (iv) the HVAC system serving the Premises, which shall include, without limitation, a preventive maintenance HVAC service contract or service plan, which service contract or plan shall be reasonably approved by Landlord, and shall require that such HVAC technician provide inspection/repair logs to Landlord as repairs and/or preventive maintenance is completed, and further provided that Tenant coordinates access for such maintenance and/or repairs in advance with Landlord. Such service contract or plan shall include, without limitation, preventive HVAC maintenance no less than quarterly. Tenant shall provide a copy of the HVAC service contract or plan to Landlord annually. All repair and maintenance performed by Tenant in the Premises shall be performed by contractors or workmen designated or approved by Landlord.

(c) At the expiration or earlier termination of the Term, Tenant shall surrender the Premises to Landlord in as good condition and repair as Tenant is required to maintain the Premises throughout the Term, reasonable wear and tear and casualty damage excepted. All leasehold improvements (other than movable trade fixtures which can be removed without damage to the Premises) shall at the expiration or earlier termination of this Lease become Landlord's property; provided, however, that Tenant shall, at the expiration or earlier termination of the Term, at its sole cost, remove such of the leasehold improvements (except for improvements installed by Landlord as part of Landlord's Work) and trade fixtures in the Premises as Landlord shall require to be removed and restore the Premises to the condition existing prior to such removal. Tenant may, during the Term, in the usual course of its business, remove its trade fixtures, provided that Tenant is not in default under this Lease. Tenant shall at its own expense repair any damage caused to the Shopping Center by such removal. If Tenant does not remove its trade fixtures at the expiration or earlier termination of the Term, the trade fixtures shall, at the option of Landlord, become the property of Landlord and may be removed from the Premises and sold or disposed of by Landlord in such manner as it deems advisable without any accounting to Tenant.

(d) Tenant shall pay to the applicable utility company all gas, electricity, water, and other utility charges applicable to the Premises as separately metered or, if not so metered, as part of Tenant's Proportionate Share of Operating Expenses.

11. Insurance.

(a) Tenant's Insurance. The Tenant has an on-going self-insurance program for Property, Worker's Compensation, General Liability and Automobile Liability covering employees and officials of Miami-Dade County and all premises owned or occupied by Miami-Dade County. Since the Tenant does not carry insurance with an insurance company, Certificates of Insurance are not available. However, in compliance with and subject to the limitations of Florida Statutes, Section 768.28 and Chapter 440, the Tenant agrees and has provided the letter attached hereto and made a part hereof as Exhibit "H," to process any claims that may arise and the same protection will be afforded as would be provided by a policy of insurance. The Tenant and Landlord hereunder agree to hold each other harmless for damage to their respective property except for the gross negligence or willful misconduct of the other party. Tenant agrees that there will be no abatement of rent during the repair of damage that would, but for the Landlord's agreement to accept Tenant's self-insurance program, have been covered by the property insurance normally required by Landlord.

Nothing in this Section shall reduce Tenant's obligations under this Lease. Tenant's procurement and/or maintenance of insurance/self-insurance shall not be construed as a limitation of liability or as full performance of the indemnification and hold harmless provisions of this Lease.

Whenever Tenant undertakes any alterations, additions, or improvements in, to, or about the Premises, insurance protection must be carried by the contractors and subcontractors and extend to and include injuries to persons and damage to property arising in connection with such work, and any contractor(s) engaged by Tenant for such work shall provide the aforesaid insurance protection stated in this Section and such insurance shall name Landlord and such other parties as Landlord may from time to time designate (including, without limitation, any mortgagee) as additional insureds. Coverage will include Commercial General Liability insurance policy (hereinafter referred to as a "Liability Policy"). Such Liability Policy shall include Landlord (and any other party reasonably required by Landlord), as additional insured and be written on an "occurrence basis" including, without limitation, Blanket Contractual Liability coverage, Broad Form Property Damage, and Personal Injury coverage protecting Landlord against liability (except for liability resulting from gross negligence or willful misconduct of Landlord) occasioned by any occurrence on or about the Premises. Such Liability Policy shall be maintained in an amount not less than $1,000,000 for a single occurrence limit and $2,000,000 for an aggregate limit, and, in addition, $3,000,000 of Excess or Umbrella Liability Insurance.

Any contractor engaged by Tenant to perform work at the premises shall also carry Business Auto Liability covering owned, non-owned and hired vehicles with a limit of not less than $1,000,000.00 per accident; and Statutory Workers Compensation and Employer's Liability insurance with the following Employer's Liability minimum limits:

Bodily injury by disease per person	$500,000
Bodily injury by accident policy limit	$500,000
Bodily injury by disease policy limit	$500,000

The policies of or certificates evidencing all such insurance must be delivered to Landlord prior to the commencement of any such work.

(b) Landlord's Insurance. Landlord, as part of Operating Expenses, shall throughout the Term carry: (i) all risks (special form or equivalent) insurance on the Building and Shopping Center and the machinery and equipment contained therein or servicing the Shopping Center and owned by Landlord (excluding any property with respect to which Tenant and other tenants are obliged to insure); (ii) commercial general liability and property damage insurance with respect to Landlord's operations at the Shopping Center; and (iii) such other forms of insurance as Landlord or its mortgagee reasonably considers advisable. Such insurance shall be in such amounts and with such deductibles as would be carried by a prudent owner of a similar shopping center, having regard to size, age, and location.

12. Indemnification; Nonliability.

(a) Tenant Indemnification of Landlord. Tenant does hereby agree to indemnify and hold harmless the Landlord to the extent and within the limitations of Section 768.28, Florida Statutes from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise solely as a result of the negligence of the Tenant.

(b) Loss or Damage. Landlord shall not be liable for any death or injury arising from or out of any occurrence in, upon, at, or relating to the Shopping Center or damage to property of Tenant or of others located on the Premises or elsewhere in the Shopping Center, nor shall it be responsible for any loss of or damage to any property of Tenant or others from any cause, unless such death, injury, loss, or damage results from the gross negligence or willful misconduct of Landlord. Without limiting the generality of the foregoing, Landlord shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, falling ceiling tile, falling fixtures, steam, gas, electricity, water, rain, flood, or leaks from any part of the Premises or from the pipes, sprinklers, appliances, plumbing works, roof, windows, or subsurface of any floor or ceiling of the Building or from the street or any other place or by dampness, or by any other cause whatsoever.

13. Waiver of Subrogation. Notwithstanding anything to the contrary contained herein, Landlord and Tenant each hereby waive any and all rights of recovery, claim, action, or cause of action, against the other, its agents, officers, or employees, for any loss or damage that may occur to the Premises, or any improvements thereto, or the Shopping Center, which could be insured against under the terms of each party's property insurance policy referred to in this Lease or is otherwise insured against under an insurance policy maintained by the party suffering such loss or damage, or would have been insured under industry-standard property insurance normally required by Landlord, regardless of cause or origin, except gross negligence or willful misconduct of the other party hereto and/or its agents, officers, or employees, and each party covenants that no insurer shall hold any right of subrogation against such other party.

14. Improvements; Alterations; Liens.

(a) Landlord shall prepare the Premises for Tenant's occupancy in accordance with and subject to the provisions of the Work Letter attached hereto and made a part hereof as Exhibit "D." Tenant shall perform Tenant's Work (as hereinafter defined) in accordance with and subject to the provisions of the Work Letter.

(b) No alterations by Tenant (including, without limitation, repairs, replacements, additions, or modifications), shall be made to the Premises without Landlord's written approval, which may be withheld in Landlord's sole discretion as to exterior or structural alterations or alterations affecting the base building systems, and which shall not be unreasonably withheld as to interior and nonstructural alterations. Any alterations by Tenant shall be performed at the sole cost of Tenant, by contractors and workers approved by Landlord, in a good and workmanlike manner, and in accordance with all applicable Legal Requirements.

(c) No less than once every five (5) years, Tenant shall, at its expense, refurbish the Premises to the extent necessary so that (i) the furnishings, floor covering, wall covering, fixtures, equipment and surfaces visible to customers in the interior of the Premises shall be substantially in the same condition and appearance as at the Rent Commencement Date and (ii) the exterior of the Premises (including the storefront and storefront sign) shall be neat, presentable and attractive. Such refurbishing shall be subject to the provisions hereof applicable to alterations and improvements, including, without limitation, that the plans and specifications, and the contractors and subcontractors to be used by Tenant, for any such alterations are subject to Landlord's prior written approval. Tenant shall remain open for business during the refurbishing and shall complete the refurbishing within ninety (90) days after Landlord has approved the plans and specifications.

(d) Tenant shall promptly pay for all materials supplied and work done in respect of the Premises so as to ensure that no lien is recorded against any portion of the Building or Shopping Center or against Landlord's or Tenant's interest therein. If a lien is so recorded, Tenant shall discharge it within ten (10) days by payment or bonding. If any such lien is recorded and not discharged by Tenant as above required, Landlord shall have the right to remove such lien by bonding or payment and the cost thereof shall be paid immediately from Tenant to Landlord. Landlord and Tenant expressly agree and acknowledge that no interest of Landlord in the Premises or the Building or Shopping Center shall be subject to any lien for improvements made by Tenant in or for the Premises, and Landlord shall not be liable for any lien for any improvements made by Tenant, such liability being expressly prohibited by the terms of this Lease, and Tenant hereby agrees to inform all contractors and material suppliers performing work in or for or supplying materials to the Premises of the existence of said prohibition. In accordance with applicable laws of the State of Florida, Landlord has filed a protective notice regarding this paragraph in Official Records Book 29507, Page 4235, of the Public Records of Miami-Dade County, Florida.

15. Common Areas; Parking; Additional Landlord's Rights. Tenant and those doing business with Tenant shall have a non-exclusive license to use the common areas for their intended purposes during normal business hours in common with others entitled thereto and subject to any rules and regulations imposed by Landlord. The common areas are those areas, facilities, utilities, improvements, equipment, and installations of the Building and the Shopping Center which serve or are for the benefit of the tenants of more than one component of the Building or the Shopping Center and which are not designated or intended by Landlord to be leased, from time to time, or which are provided or designated from time to time by Landlord for the benefit or use of all tenants in the Building or the Shopping Center, their employees, customers, and invitees, in common with others entitled to the use or benefit of same. Landlord shall keep the common areas in good repair and condition and shall clean the common areas when necessary. Landlord shall not be liable for any damage of any nature whatsoever to, or any theft of, automobiles or other vehicles or the contents thereof, while in or about the parking areas. Tenant acknowledges that its non-exclusive right to use any parking facilities forming part of the Shopping Center may be subject to such rules and regulations as reasonably imposed by Landlord from time to time. Tenant acknowledges that all common areas shall at all times be under the exclusive control and management of Landlord. Landlord may alter and construct additional improvements and facilities in, adjoining, or proximate to the Building and Shopping Center and do such things on or in the Building and Shopping Center as required to comply with any Legal Requirements or as Landlord, in the use of good business judgment determines to be advisable, provided that notwithstanding anything contained in this paragraph, access to the Premises shall be available at all times and so long as Landlord's exercise of its rights pursuant to this paragraph does not unreasonably interfere with Tenant's use of the Premises. Landlord shall not be in breach of its covenants for quiet enjoyment or liable for any loss, costs, or damages, whether direct or indirect, incurred by Tenant due to any of the foregoing.

Without limiting the generality of Landlord's rights to control the common areas as set forth above, with respect to parking for the Shopping Center, it is Landlord's intention to eventually provide all parking required by code to be at-grade parking located on N.W. 53rd Street and in the surface parking areas and on the ground level (and ground level ramp) of the parking garages to be constructed in the locations designated as "PKG GARAGE 01" and "PKG GARAGE 02," all as shown on the site plan attached hereto and made a part hereof as Exhibit "A-1." Until such time as all such parking has been constructed, Landlord will be designating various surface lots on the land on which such garages will be constructed and/or in the vicinity of the Shopping Center and/or portions of the then-constructed garages from time to time to be the parking areas for the Shopping Center. Landlord will notify Tenant and the other tenants of the Shopping Center of the parking available for use by Tenant, other tenants, and the customers of the Shopping Center. In all events, all parking serving the Shopping Center shall meet applicable code. To the extent any of such parking areas provided by Landlord are not owned by Landlord (such as ownership of any portion of garages by an affiliate of Landlord or a condominium association), any operating expenses and taxes paid by Landlord therefor shall be included in Operating Expenses and Taxes pursuant to this Lease.

16. Transfer by Tenant. Tenant shall not enter into, consent to, or permit any Transfer, as hereinafter defined, without the prior written consent of Landlord in each instance, which consent shall not be unreasonably withheld. For purposes of this Lease, "Transfer" means an assignment of this Lease in whole or in part; a sublease of all or any part of the Premises; any transaction whereby the rights of Tenant under this Lease or to the Premises are transferred to another; any mortgage or encumbrance of this Lease or the Premises or any part thereof or other arrangement under which either this Lease or the Premises become security for any indebtedness or other obligations; and if Tenant is a corporation, partnership, limited liability company, or other business entity, the transfer of a controlling interest in the corporation, partnership, limited liability company, or other business entity. Notwithstanding any Transfer, Tenant shall not be released from any of its obligations under this Lease. Landlord's consent to any Transfer shall be subject to the further condition that if the rent pursuant to such Transfer exceeds the rent payable under this Lease, the amount of such excess shall be paid to Landlord. Simultaneously with Tenant's request for Landlord's consent to a Transfer, Tenant shall pay to Landlord a nonrefundable fee of $2,000.00 for Landlord's administrative and other charges to review such request, and Tenant shall reimburse Landlord's reasonable attorneys' fees and expenses incurred in connection with any Transfer by Tenant. Without limiting the circumstances that would allow Landlord to reasonably withhold Landlord's consent, in no event shall any sublease or assignment be made or allowed which would in any way violate any exclusive use provisions granted to, or any prohibitions of certain uses agreed to by Landlord with, any other tenants or occupants of the Shopping Center.

17. Assignment by Landlord. Landlord shall have the unrestricted right to sell, lease, convey, or otherwise dispose of the Building or Shopping Center or any part thereof and this Lease or any interest of Landlord in this Lease. To the extent that the purchaser or assignee from Landlord assumes the obligations of Landlord under this Lease, Landlord shall thereupon and without further agreement be released of all further liability under this Lease. If Landlord sells its interest in the Premises, it shall deliver the security deposit to the purchaser and Landlord will thereupon be released from any further liability with respect to the security deposit or its return to Tenant and the purchaser shall become directly responsible to Tenant.

18. Quiet Enjoyment. Tenant shall, and may peacefully have, hold, and enjoy the Premises, subject to the other terms hereof, provided that Tenant performs all of Tenant's covenants and agreements contained herein.

19. Defaults. A default by Tenant shall be deemed to have occurred hereunder, if and whenever: (a) any Rent is not paid within five (5) days after written demand by Landlord; or (b) Tenant makes a general assignment for the benefit of creditors or Tenant becomes bankrupt or insolvent; or (c) Tenant fails to maintain insurance as required by this Lease; (d) if Tenant fails to open for business or fails to operate its business during the days and hours required under the terms of this Lease or abandons or vacates the Premises, except in the event of casualty; or (e) Tenant has breached any of its obligations in this Lease (other than as specifically enumerated in this section) and Tenant fails to remedy such breach within thirty (30) days after written notice from Landlord (provided, however, that if such default reasonably requires more than thirty (30) days to cure, Tenant shall have a reasonable time to cure such default (but in no event to exceed sixty (60) days), provided Tenant commences to cure within such thirty (30) day period and thereafter diligently prosecutes such cure to completion within such sixty (60) day period).

20. Remedies. In the event of any default hereunder by Tenant, then without prejudice to any other rights which it has pursuant to this Lease or at law or in equity, Landlord shall have the following rights and remedies, which are cumulative and not alternative:

(a) Landlord may cancel this Lease and retake possession of the Premises for Landlord's account, or may terminate Tenant's right to possession (without terminating this Lease), for the account of Tenant. In either event, Tenant shall then quit and surrender the Premises to Landlord. Tenant's liability under all of the provisions of this Lease shall continue notwithstanding any expiration and surrender, or any re-entry, repossession, or disposition hereunder.

(b) Landlord may enter the Premises as agent of Tenant to take possession of any property of Tenant on the Premises, to store such property at the expense and risk of Tenant or to sell or otherwise dispose of such property in such manner as Landlord may see fit. Landlord shall not be liable in any way in connection with its actions pursuant to this section, to the extent that its actions are in accordance with applicable law.

(c) If Tenant's right to possession is terminated (without terminating this Lease) under subsection (a) above, Tenant shall remain liable (in addition to accrued liabilities) to the extent legally permissible for all rent and all of the charges Tenant would have been required to pay until the date this Lease would have expired had such cancellation not occurred. Tenant's liability for rent shall continue notwithstanding re-entry or repossession of the Premises by Landlord.

(d) Landlord may relet all or any part of the Premises for all or any part of the unexpired portion of the Term of this Lease or for any longer period, and may accept any rent then attainable, grant any concessions of rent, and agree to paint or make any special repairs, alterations, and decorations for any new tenant as it may deem advisable in its sole and absolute discretion. Landlord shall be under no obligation to relet or to attempt to relet the Premises, except as expressly set forth below, or as otherwise required by Legal Requirements.

(e) If Tenant's right to possession is terminated (without terminating this Lease) under subsection (a) above, and Landlord so elects, the rent hereunder shall be accelerated and Tenant shall pay Landlord damages in the amount of any and all sums which would have been due for the remainder of the Term (reduced to present value using a discount factor equal to the stated prime lending rate on the date of Tenant's default as published in the Wall Street Journal). Prior to or following payment in full by Tenant of such discounted sum promptly upon demand, Landlord shall use good faith efforts to relet the Premises. If Landlord receives consideration as a result of a reletting of the Premises relating to the same time period for which Tenant has paid accelerated rent, such consideration actually received by Landlord, less any and all of Landlord's cost of repairs, alterations, additions, redecorating, and other expenses in connection with such reletting of the Premises (including, without limitation, brokerage commissions and reasonable attorneys' fees), shall be a credit against such discounted sum, and such discounted sum shall be reduced if not yet paid by Tenant as called for herein, or if Tenant has paid such discounted sum, such credited amount shall be repaid to Tenant by Landlord (provided said credit shall not exceed the accelerated amount).

Notwithstanding the foregoing, Landlord shall only have the right to accelerate the rent as provided above for the lesser of (i) what would have been the following one (1) year period of the Term (had Tenant's rights to possession not been terminated) or (ii) the remainder of the Term, discounted to present value and subject to a credit for reletting as provided above. The payment of such accelerated rent shall be paid by Tenant within thirty (30) days after written demand by Landlord.

(f) Landlord may remedy or attempt to remedy any default of Tenant under this Lease for the account of Tenant and enter upon the Premises for such purposes. Landlord shall not be liable to Tenant for any loss or damage caused by acts of Landlord in remedying or attempting to remedy such default and Tenant shall pay to Landlord all expenses incurred by Landlord in connection with remedying or attempting to remedy such default. Any expenses incurred by Landlord shall accrue interest from the date of payment by Landlord until repaid by Tenant at the highest rate permitted by law.

21. Costs. Tenant shall pay to Landlord on demand all costs, including reasonable attorneys' fees and costs, incurred by Landlord in enforcing any of the obligations of Tenant under this Lease. In addition, upon any default by Tenant, Tenant shall also be liable to Landlord for the expenses to which Landlord may be put in re-entering the Premises; repossessing the Premises; painting, altering, or dividing the Premises; combining the Premises with an adjacent space for any new tenant; putting the Premises in proper repair; protecting and preserving the Premises by placing watchmen and caretakers therein; reletting the Premises (including reasonable attorneys' fees and disbursements, marshall's fees, and brokerage fees, in so doing); and any other expenses reasonably incurred by Landlord.

22. Additional Remedies; Waiver. The rights and remedies of Landlord set forth herein shall be in addition to any other right and remedy now and hereinafter provided by law. All rights and remedies of Landlord shall be cumulative and non-exclusive of each other. No delay or omission by Landlord in exercising a right or remedy shall exhaust or impair the same or constitute a waiver of, or acquiescence to, a default.

23. Default by Landlord. In the event of any default by Landlord, Tenant's exclusive remedy shall be an action for actual damages (punitive, consequential, special damages are hereby waived) or injunction, but prior to any such action Tenant will give Landlord written notice specifying such default with particularity, and Landlord shall have a period of thirty (30) days following the date of such notice in which to cure the default (provided, however, that if such default reasonably requires more than thirty (30) days to cure, Landlord shall have a reasonable time to cure such default, provided Landlord commences to cure within such thirty (30) day period and thereafter diligently prosecutes such cure to completion). In the event of any breach or default by Landlord of any term or provision of this Lease, Tenant may terminate this Lease within fifteen (15) days' prior written notice to the Landlord and may bring an action for damages or injunctive relief (it being recognized that in such event Tenant is irreparably harmed for which there is not an adequate remedy at law).

No remedy of Tenant provided for in this Lease shall be considered to exclude or suspend any other remedy provided for herein, but the same shall be cumulative and in addition to Tenant's remedies at law or in equity.

24. Notices. Any notice to be given by either party shall be effective only if delivered by certified mail, return receipt requested, or by nationally recognized overnight courier service, to the parties' respective addresses set forth in the preamble to this Lease. Either party may alter its address by written notice to the other party as provided herein. Any notice given pursuant to this paragraph shall be effective upon receipt or refusal of delivery. Once Tenant has taken occupancy of the Premises, any notice from Landlord to Tenant shall be effective if delivered to the Premises address in the manner provided in this paragraph.

25. Rules and Regulations; Environmental. During the Term, Tenant shall abide by all rules and regulations established from time to time by Landlord with respect to the Building and the Shopping Center. The rules and regulations as of the date hereof are attached hereto and made part hereof as Exhibit "E." Tenant warrants and represents that it will not use or employ Landlord's and/or the Building or Shopping Center property, facilities, equipment, or services to handle, transport, store, treat, or dispose of any hazardous waste or hazardous substance, whether or not it was generated or produced on the Premises, excluding commonly used cleaning products (i.e., window and floor cleaners, bathroom cleaners, etc.); and, Tenant further warrants and represents that any activity on or relating to the Premises shall be conducted in full compliance with all applicable environmental Legal Requirements. Tenant agrees to defend, indemnify, and hold harmless Landlord, its partners, principals, and agents from and against any and all claims, costs, expenses, damages, liability, and the like, which Landlord may hereafter be liable for, suffer, incur, or pay arising under any applicable environmental Legal Requirements and resulting from or arising out of any breach of the warranties and representations contained in this paragraph, or out of any act, activity, or violation of any applicable environmental Legal Requirements on the part of Tenant, its agents, employees, or assigns. Tenant's liability under this paragraph shall survive the expiration or any termination of this Lease. For purposes hereof, "Mold" is defined as the indoor presence or growth of mold, mildew, fungus and/or the presence of materials containing any of them. Tenant understands and acknowledges that the Premises are located in a region with a climate that is conducive to the growth of Mold. Tenant is responsible for maintaining an indoor air environment (i.e., temperature and humidity) at all times to prevent the growth of Mold. Landlord shall not be responsible or liable at any time to Tenant, or to those claiming by, through or under Tenant, for any claim for loss of life, bodily or personal injury, personal property damage, damage to property or business, advertising injury, or for business interruption or relocation expense and/or any other claim arising out of and/or caused directly or indirectly by the actual, alleged or threatened existence, discharge, dispersal, transmission, migration, release, or exposure to Mold, at any time now or hereafter found within, upon and/or about the Premises or the Shopping Center, regardless of the cause thereof, including any negligence by Landlord, that contributes concurrently or in any sequence to the loss or damage.

26. Casualty Damage. If the Premises are partially or totally destroyed due to fire or other casualty, Landlord shall diligently repair the Premises to the condition existing as of the Rent Commencement Date (except for any work performed by Tenant prior to the Rent Commencement Date), and rent shall abate proportionately to the portion of the Premises, if any, rendered untenantable from the date of the casualty until Landlord's repairs have been substantially completed. Upon being notified by Landlord that Landlord's repairs have been substantially completed, Tenant shall diligently perform all other work required to fully restore the Premises for use in Tenant's business, in every case at Tenant's cost and without any contribution to such cost by Landlord, whether or not Landlord has at any time made any contribution to

the cost of supply, installation, or construction of leasehold improvements in the Premises. Tenant agrees that during any period of reconstruction or repair of the Premises, it will continue the operation of its business within the Premises to the extent reasonably practicable. If all or any part of the Premises shall be damaged by fire or other casualty and the fire or other casualty is caused by the fault or neglect of Tenant or Tenant's agents, guests, or invitees, rent shall not abate. Notwithstanding anything to the contrary contained herein, if the casualty damage to the Premises or the Building or Shopping Center is such that in the reasonable opinion of Landlord such reconstruction or repair cannot be completed within one hundred eighty (180) days after the date of the damage or destruction, or if Landlord's mortgagee requires the insurance proceeds to be applied to the payment of the mortgage debt, or if the damage or destruction occurs in the final twelve (12) months of the Term, Landlord may, at its option, terminate this Lease on notice to Tenant given within ninety (90) days after such damage or destruction and Tenant shall immediately deliver vacant possession of the Premises in accordance with the terms of this Lease.

27. Condemnation. If the whole of the Premises, or such portion thereof as will make the Premises unusable for the purposes leased hereunder, shall be taken by any public authority under the power of eminent domain or sold to any public authority under threat or in lieu of such taking, the Term shall cease as of the day possession or title shall be taken by such public authority, whichever is earlier ("Taking Date"), whereupon the rent shall be paid up to the Taking Date with a proportionate refund by Landlord of any rent paid for a period subsequent to the Taking Date. If less than the whole of the Premises, or less than such portion thereof as will make the Premises unusable for the purposes leased hereunder, shall be taken, the Term shall cease only as to the part so taken as of the Taking Date, and Tenant shall pay rent up to the Taking Date, with appropriate credit by Landlord (toward the next installment of rent due from Tenant) of any rent paid for a period subsequent to the Taking Date. Rent and other charges payable to Landlord shall be reduced in proportion to the amount of the Premises taken. All compensation awarded or paid upon a total or partial taking of the Premises or Building or Shopping Center including the value of the leasehold estate created hereby shall belong to and be the property of Landlord without any participation by Tenant; Tenant shall have no claim to any such award based on Tenant's leasehold interest. However, nothing contained herein shall be construed to preclude Tenant, at its cost, from independently prosecuting any claim directly against the condemning authority in such condemnation proceeding for damage to, or cost of removal of, stock, trade fixtures, furniture, and other personal property belonging to Tenant; provided, however, that no such claim shall diminish or otherwise adversely affect Landlord's award.

28. Estoppel Certificate. Within ten (10) days after written request by Landlord, Tenant shall deliver an estoppel certificate to Landlord as to the status of this Lease, including whether this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect as modified and identifying the modification agreements); the amount of Rent and additional rent then being paid and the dates to which same have been paid; whether or not there is any existing or alleged default by either party with respect to which a notice of default has been served, or any facts exist which, with the passing of time or giving of notice, would constitute a default and, if there is any such default or facts, specifying the nature and extent thereof; and any other matters pertaining to this Lease as to which Landlord shall request such certificate. Landlord, and any prospective purchaser, lender, or ground lessor shall have the right to rely on such certificate.

29. Financial Statement. Intentionally omitted.

30. Subordination; Attornment. This Lease and all rights of Tenant shall be subject and subordinate to any and all mortgages, security agreements, or like instruments resulting from any financing, refinancing, or collateral financing (including renewals or extensions thereof), and to any and all ground leases, made or arranged by Landlord of its interests in all or any part of the Building or the Shopping Center, from time to time in existence against the Building or the Shopping Center, whether now existing or hereafter created. Such subordination shall not require any further instrument to evidence such subordination. However, on request, Tenant shall further evidence its agreement to subordinate this Lease and its rights under this Lease to any and all documents and to all advances made under such documents. The form of such subordination shall be made as required by Landlord, its lender, or ground lessor. Tenant shall promptly on request attorn to any mortgagee, or to the future owner(s) of the Building or the Shopping Center, or the purchaser at any foreclosure or sale under proceedings taken under any mortgage, security agreement, like instrument, or ground lease, and shall recognize such mortgagee, owner, or purchaser as Landlord under this Lease.

31. Time; Force Majeure. Time is of the essence of this Lease. However, whenever a period of time is herein prescribed for the taking of any action by Landlord or Tenant, then Landlord or Tenant, as applicable, shall not be liable or responsible for, and there shall be excluded from the computation of such period of time, any delays due to strikes, riots, acts

of God, shortages of labor or materials, war, terrorism, Legal Requirements, or any other cause whatsoever beyond the control of Landlord or Tenant, as applicable. The foregoing force majeure provisions of this paragraph are inapplicable to any payments of money due under this Lease.

32. Attorneys' Fees; Venue. Notwithstanding anything to the contrary contained in this Lease, in the event of any litigation between Landlord and Tenant arising out of this Lease or Tenant's use and occupancy of the Premises, the prevailing party shall be entitled to recover its costs and expenses incurred in such litigation, including reasonable attorneys' fees, at all levels, including appeals. Any legal action or proceeding arising out of or in any way connected with this Lease shall be instituted in a court (federal or state) located in the County in which the Shopping Center is located, which shall be the exclusive jurisdiction and venue for litigation concerning this Lease.

33. Miscellaneous. The paragraph headings in this Lease are inserted for convenience of reference and in no way define, describe, or limit the scope or intent of this Lease or any of the provisions hereof. No waiver, modification, amendment, discharge, or change of this Lease shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, discharge, or change is sought. This Lease shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and permitted assigns. This Lease contains the entire agreement between the parties relating to the transactions contemplated hereby and all prior or contemporaneous agreements, understandings, representations, or statements, oral or written, are superseded hereby. Any provision of this Lease which is unenforceable or invalid or the inclusion of which would adversely affect the validity, legality, or enforcement of this Lease shall be of no effect, but all the remaining provisions of this Lease shall remain in full force and effect. This Lease shall be construed in accordance with and governed by the laws of the State of Florida. Neither Tenant nor anyone claiming under Tenant shall record this Lease or any memorandum hereof in any public records without the prior written consent of Landlord. Florida law requires the following notice to be provided with respect to the contract for sale and purchase of any building, or a rental agreement for any building: "Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department." Nothing in this Lease creates any relationship between the parties other than that of lessor and lessee and nothing in this Lease constitutes Landlord a partner of Tenant or a joint venturer or member of a common enterprise with Tenant.

34. Brokerage. Landlord and Tenant each represent and warrant one to the other that except as set forth in the Basic Lease Information, neither of them has employed any broker in connection with the negotiations of the terms of this Lease or the execution thereof. Landlord and Tenant hereby agree to indemnify and to hold each other harmless against any loss, expense, or liability (including, without limitation, reasonable attorneys' fees and costs) with respect to any claims for commissions or brokerage fees arising from or out of any breach of the foregoing representation and warranty. Landlord shall pay any commissions payable to Landlord's Broker pursuant to separate agreement, and if a Tenant's Broker is expressly identified in the Basic Lease Information, then Landlord shall cause Landlord's Broker to pay any commissions payable to Tenant's Broker pursuant to separate agreement between Landlord's Broker and Tenant's Broker.

35. Holdover. Tenant has no right to retain possession of the Premises or any part thereof beyond the expiration or earlier termination of this Lease. If Tenant holds over: (a) Tenant shall be deemed to be occupying the Premises as a tenant-at-sufferance; (b) the Rent payable to Landlord shall be increased to 200% of such rent applicable during the month immediately preceding such expiration or earlier termination; and (c) all other terms and conditions of this Lease shall continue to apply. Nothing contained herein shall be construed as a consent by Landlord to any holding over by Tenant. Tenant shall indemnify, defend and hold Landlord harmless from and against any and all claims, demands, actions, losses, damages, obligations, costs and expenses, including, without limitation, reasonable attorneys' fees and costs incurred or suffered by Landlord by reason of Tenant's failure to surrender the Premises on the expiration or earlier termination of this Lease in accordance with the provisions of this Lease.

36. Rents From Real Property. Landlord and Tenant agree that all Rent payable by Tenant to Landlord shall qualify as rents from real property within the meaning of both Sections 512(b)(3) and 856(d) of the Internal Revenue Code of 1986, as amended (the "Code") and the U.S. Department of Treasury Regulations promulgated thereunder (the "Regulations"). If Landlord, in its sole discretion, determines that there is any risk that all or part of any Rent shall not qualify as rents from real property for the purposes of the Code and the Regulations, Tenant agrees to cooperate with Landlord by entering into such amendment or amendments as Landlord deems necessary to qualify all Rent as rents from real

property; provided, however, that any adjustments required pursuant to this paragraph shall be made so as to produce the equivalent Rent (in economic terms) payable prior to such adjustment.

37. OFAC Compliance/Patriot Act. Tenant represents and warrants that (a) neither Tenant nor any person or entity that directly or indirectly owns an interest in it nor any of its officers, directors, or managing members is a person or entity (each, a "Prohibited Person") with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including Executive Order 13224 (the "Executive Order") signed on September 24, 2001 and entitled "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism"), or other governmental action, (b) Tenant's activities do not violate the International Money Laundering Abatement and Financial Anti-Terrorism Act of 2001 or the regulations or orders promulgated thereunder (as amended from time to time, the "Money Laundering Act") (i.e., Title III of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (the "Patriot Act"), and (c) throughout the Term of this Lease, Tenant shall comply with the Executive Order, the Money Laundering Act, and the Patriot Act.

38. ERISA. Tenant is not an "employee benefit plan" as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974 ("ERISA"), which is subject to Title I of ERISA, or a "plan" as defined in Section 4975(e)(1) of the Internal Revenue Code of 1986, which is subject to Section 4975 of the Internal Revenue Code of 1986; and (b) the assets of Tenant do not constitute "plan assets" of one or more such plans for purposes of Title I of ERISA or Section 4975 of the Internal Revenue Code of 1986; and (c) Tenant is not a "governmental plan" within the meaning of Section 3(32) of ERISA, and assets of Tenant do not constitute plan assets of one or more such plans; or (d) transactions by or with Tenant are not in violation of state statutes applicable to Tenant regulating investments of and fiduciary obligations with respect to governmental plans.

39. WAIVERS BY TENANT. TENANT EXPRESSLY WAIVES THE RIGHT OF COUNTERCLAIM (EXCEPT COMPULSORY COUNTERCLAIMS) IN A SUMMARY PROCEEDING FOR POSSESSION OF THE PREMISES BROUGHT BY LANDLORD FOR NONPAYMENT OF RENT (TENANT SHALL HAVE THE RIGHT TO BRING NONCOMPULSORY COUNTERCLAIMS IN A SEPARATE ACTION AGAINST LANDLORD).

40. WAIVER OF TRIAL BY JURY. LANDLORD AND TENANT EACH HEREBY WAIVES ITS RIGHT TO A JURY TRIAL OF ANY ISSUE OR CONTROVERSY ARISING UNDER THIS LEASE.

[signatures on next page]

IN WITNESS WHEREOF, this Lease has been executed by the parties hereto as of the date first above written.

WITNESSES:

____

____

LANDLORD:

DOWNTOWN DORAL RETAIL HOLDINGS, LLC, a Delaware limited liability company

By: Codina Manager, LLC, its manager

By:____________________________
Name:__________________________
Title:___________________________

____

____

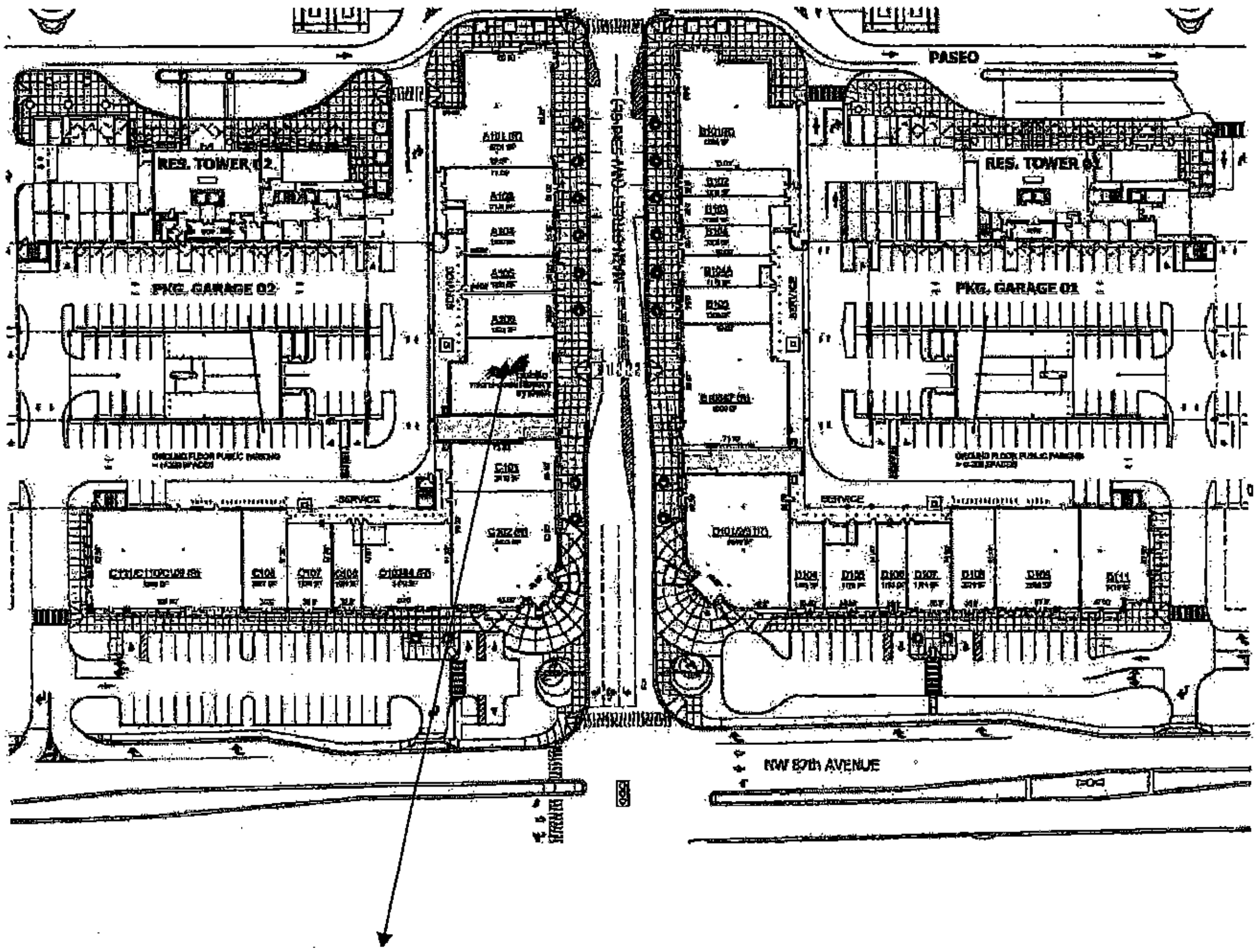
TENANT:

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

By:____________________________
Name:__________________________
Title:___________________________

EXHIBIT "A"

SITE PLAN OF SHOPPING CENTER SHOWING THE LOCATION OF THE PREMISES



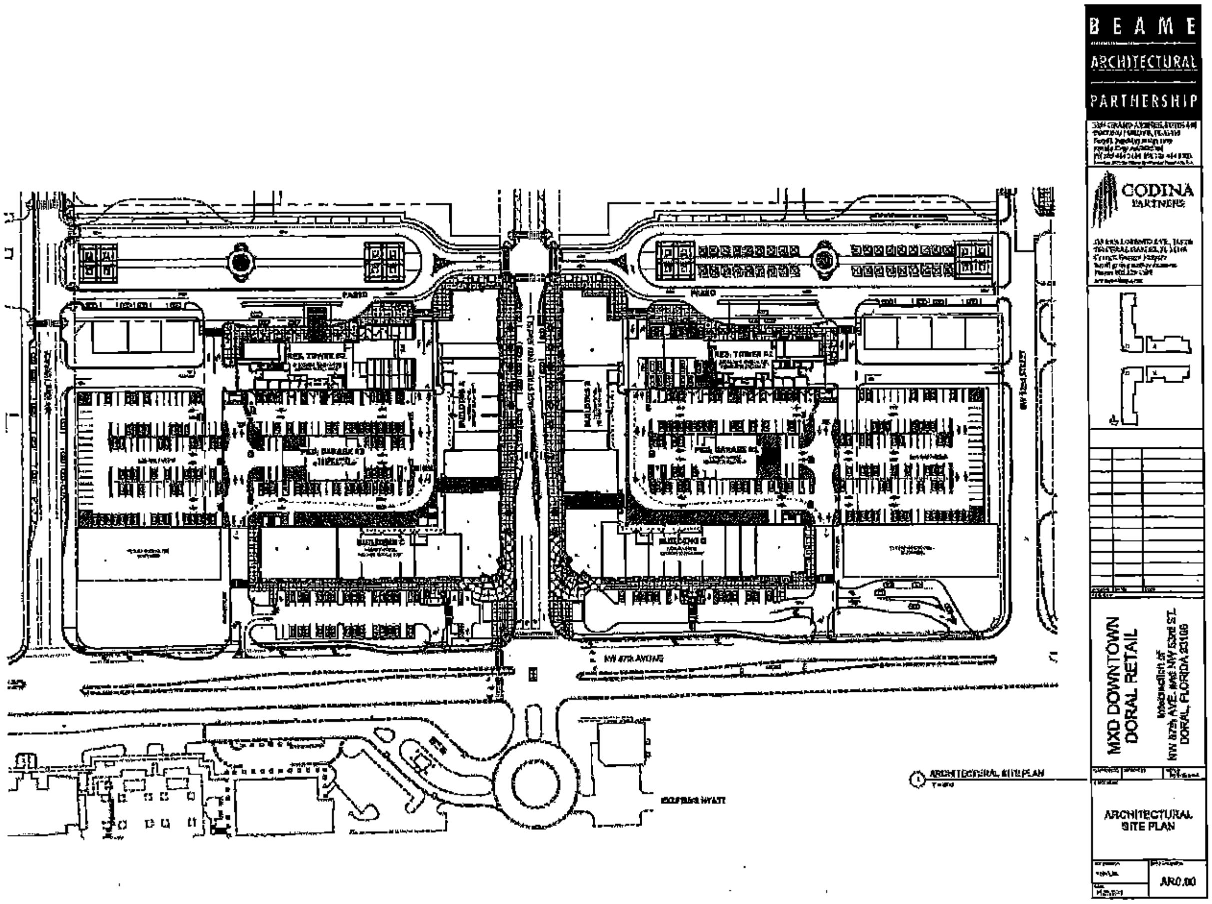
Premises

48406730;1

24

EXHIBIT "A-1"

SITE PLAN SHOWING THE PARKING AREAS



48406730;1

25

EXHIBIT "B"

LEGAL DESCRIPTION OF SHOPPING CENTER

North of 53rd Street:

Parcel C1-1:

A portion of Tracts 10, 11, and 14 of "KOGER EXECUTIVE CENTER", according to the plat thereof recorded in Plat Book 91 at page 38 of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

BEGIN at the Southeast corner of Tract 10, said point being on the north-right-of-way line of N.W. 53rd Street as shown on said plat; thence S89°37'21"W along said right-of-way of N.W. 53rd Street for 282.94 feet; thence N00°22'39"W for 25.00 feet; thence S89°37'21"W for 25.00 feet; thence S00°22'39"E for 25.00 feet to a point on said north right-of-way of N.W. 53rd Street; thence S89°37'21"W along said right-of-way for 5.93 feet to a point on a curve; thence 38.68 feet along the arc of the curve to the right having a radius of 25.00 feet and a central angle of 88°38'59" to a point on the east right-of-way of N.W. 87th Avenue; thence N01°42'56"W along said right-of-way of N.W. 87th Avenue for 284.46 feet; thence N89°37'21"E for 161.02 feet; thence S00°22'36"E for 224.98 feet; thence N89°37'24"E for 25.66 feet; thence N00°22'36"W for 0.67 feet; thence N89°37'24"E for 151.98 feet; thence N00°22'14"W for 4.23 feet; thence N89°37'09"E for 90.71 feet; thence S00°22'36"E for 23.59 feet; thence N89°37'24"E for 33.03 feet; thence S00°22'39"E for 65.14 feet to a point on the north right-of-way of N.W. 53rd Street; thence S89°37'21"W, along said right-of-way of N.W. 53rd Street for 116.89 feet to the POINT OF BEGINNING, containing 1.68 acres, more or less.

Parcel B1-9:

A portion of Tract 14 of "KOGER EXECUTIVE CENTER", according to the plat thereof recorded in Plat Book 91 at page 38 of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Southwest corner of Tract 14, said point being on the east right-of-way of N.W. 87th Avenue as shown on said plat; thence N01°42'56"W along said right-of-way of N.W. 87th Avenue for 33.80 feet to the POINT OF BEGINNING of the following described parcel of land; thence N01°42'56"W for 21.98 feet; thence N89°37'24"E for 159.70 feet; thence S00°22'36"E for 5.36 feet; thence N89°37'24"E for 1.83 feet; thence S00°22'36"E for 16.61 feet; thence S89°37'21"W for 161.02 feet to a point on the east right-of-way of N.W. 87th Avenue, said point also being the POINT OF BEGINNING, containing 0.08 acres, more or less.

Parcel E1-7:

A portion of Tract 11 of "KOGER EXECUTIVE CENTER", according to the plat thereof recorded in Plat Book 91 at page 38 of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Southeast corner of Tract 10, said point being on the north right-of-way of N.W. 53rd Street as shown on said plat; thence N89°37'21"E for 116.89 feet to the POINT OF BEGINNING of the following described parcel of land; thence N00°22'39"W for 65.14 feet; thence N89°37'24"E for 6.82 feet; thence S00°30'20"E for 65.14 feet to a point on the north right-of-way of N.W. 53rd Street; thence S89°37'21"W along said right-of-way for 6.97 feet to the POINT OF BEGINNING, containing 0.01 acres, more or less.

Parcel C1-2:

A portion of Tracts 10 and 14 of "KOGER EXECUTIVE CENTER", according to the plat thereof recorded in Plat Book 91 at page 38 of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Southeast corner of Tract 10, said point being on the north right-of-way of N.W. 53rd Street as shown on said plat; thence N00°22'39"W for 84.48 feet; thence S89°37'24"W for 6.85 feet to the POINT OF BEGINNING of the following described parcel of land: thence S89°37'24"W for 151.98 feet; thence S00°22'36"E for 0.67 feet; thence S89°37'24"W for 25.66 feet; thence N00°22'36"W for 224.98 feet; thence N89°37'21"E for 177.66 feet; thence S00°22'14"E for 224.31 feet to the POINT OF BEGINNING, containing 0.92 acres, more or less.

Parcel B1-10:

A portion of Tract 14 of "KOGER EXECUTIVE CENTER", according to the plat thereof recorded in Plat Book 91 at page 38 of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Northeast corner of Tract 14, said point being on the south right-of-way of N.W. 53rd Terrace as shown on said plat; thence S00°22'39"E for 192.79 feet; thence S89°37'24"W for 6.81 feet to the POINT OF BEGINNING of the following described parcel of land: thence S00°22'14"E for 53.42 feet; thence S89°37'21"W for 177.66 feet; thence N00°22'36"W for 16.61 feet; thence S89°37'24"W for 1.83 feet; thence N00°22'36"W for 36.80 feet; thence N89°37'24"E for 177.67 feet to the POINT OF BEGINNING, containing 0.22 acres, more or less.

Parcel B1-7:

A portion of Tract 14 of "KOGER EXECUTIVE CENTER", according to the plat thereof recorded in Plat Book 91 at page 38 of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Northeast corner of Tract 14, said point being on the south right-of-way of N.W. 53rd Terrace as shown on said plat; thence S00°22'39"E for 168.79 feet; thence S89°37'24"W for 6.81 feet to the POINT OF BEGINNING of the following described parcel of land: thence S00°22'14"E for 24.00 feet; thence S89°37'24"W for 177.67 feet; thence N00°22'36"W for 24.00 feet; thence N89°37'24"E for 177.67 feet to the POINT OF BEGINNING, containing 0.10 acres, more or less.

Parcel B1-2:

A portion of Tract 14 of "KOGER EXECUTIVE CENTER", according to the plat thereof recorded in Plat Book 91 at page 38 of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Northeast corner of Tract 14, said point being on the south right-of-way of N.W. 53rd Terrace as shown on said plat; thence S89°37'21"W along said right-of-way of N.W. 53rd Terrace for 6.79 feet to the POINT OF BEGINNING of the following described parcel of land; thence S00°22'14"E for 168.79 feet; thence S89°37'24"W for 177.67 feet; thence N00°22'36"E for 168.79 feet to a point on the south right-of-way of Northwest 53rd Terrace; thence S89°37'21"E along said right-of-way of Northwest 53rd Terrace for 177.69 feet to the POINT OF BEGINNING, containing 0.69 acres, more or less.

[Note: For C1-2, B1-10, B1-7, and B1-2, Landlord may convey air rights similar to C2-3, et al. set forth below.]

South of 53rd Street:

Parcel C2-2:

A portion of Tracts 7, 8, and 4 of "KOGER EXECUTIVE CENTER", according to the plat thereof recorded in Plat Book 91 at page 38 of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

BEGIN at the Northeast corner of Tract 7, said point being on the south right-of-way line of N.W. 53rd Street as shown on said plat; thence N89°37'21"E along said right-of-way for 123.86 feet; thence S00°22'36"E for 64.86 feet; thence S89°37'24"W for 40.00 feet; thence S00°22'36"E for 23.59 feet; thence S89°37'24"W for 90.71 feet; thence N00°22'36"W for 4.25 feet; thence S89°37'24"W for 177.67 feet; thence S00°22'36"E for 240.92 feet; thence S89°37'24"W for 1.83 feet; thence S00°22'36"E for 5.37 feet; thence S89°37'24"W for 142.40 feet to a point on the east right-of-way of N.W. 87th Avenue; thence N01°40'17"W along said east right-of-way for 56.41 feet; thence N01°42'56"W along said east right-of-way for 248.57 feet to a point of curvature; thence 39.85 feet along the arc of the curve to the right having a radius of 25.00 and a central angle of 91°20'17" to a point on the south right-of-way of N.W. 53rd Street; thence N89°37'21"E along said south right-of-way for 9.00 feet to a point of curvature, a radial to said point bearing N00°22'39"W; thence 6.32 feet, along the arc of a curve to the left, having a radius of 25.00 feet and central angle of 14°28'31"to a point on a non-tangent line, a radial line to said point bearing N14°51'10"W; thence S00°22'39"E for 24.21 feet; thence N89°37'21"E for 25.00 feet; thence N00°22'39"W for 25.00 feet to a point on said south right-of-way of N.W. 53rd Street; thence N89°37'21"E, along said south right-of-way for 283.09 feet to the POINT OF BEGINNING, containing 1.69 acres, more or less.

Parcel C2-3:

A portion of Tracts 4 and 7 of "KOGER EXECUTIVE CENTER", according to the plat thereof recorded in Plat Book 91 at page 38 of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Northeast corner of Tract 7, said point being on the south right-of-way of N.W. 53rd Street as shown on said plat; thence S00°22'39"E for 84.20 feet; thence S89°37'24"W for 6.86 feet to the POINT OF BEGINNING of the following described parcel of land: thence S00°22'36"E for 277.72 feet; thence S89°37'24"W for 179.50 feet; thence N00°22'36"W for 36.80 feet; thence N89°37'24"E for 1.83 feet; thence N00°22'36"W for 240.92 feet; thence N89°37'24"E for 177.67 feet to the POINT OF BEGINNING, containing 1.13 acres, more or less.

LESS AND EXCEPT the air rights above the following described property commencing at an elevation of 25.77 feet (NGVD 1929):

A portion of Tracts 4 and 7 of "KOGER EXECUTIVE CENTER", according to the plat thereof recorded in Plat Book 91 at page 38 of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Northeast corner of Tract 7, said point being on the south right-of-way of N.W. 53rd Street as shown on said plat; thence S00°22'39"E for 84.20 feet; thence S89°37'24"W for 6.85 feet to the POINT OF BEGINNING of the following described parcel of land: thence S00°22'36"E for 47.87 feet; thence S89°37'24"W for 118.80 feet; thence S00°22'36"E for 229.86 feet; thence S89°37'24"W for 60.70 feet; thence N00°22'36"W for 36.80 feet; thence N89°37'24"E for 1.83 feet; thence N00°22'36"W for 240.92 feet; thence N89°37'24"E for 177.67 feet to the POINT OF BEGINNING, containing 0.51 acres, more or less.

LESS AND EXCEPT the air rights above the following described property commencing at an elevation of 15.27 feet (NGVD 1929):

A portion of Tracts 4 and 7 of "KOGER EXECUTIVE CENTER", according to the plat thereof recorded in Plat Book 91 at page 38 of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Northeast corner of Tract 7, said point being on the south right-of-way of N.W. 53rd Street as shown on said plat; thence S00°22'39"E for 132.07 feet; thence S89°37'24"W for 6.85 feet to the POINT OF BEGINNING of the following described parcel of land: thence S00°22'36"E for 229.85 feet; thence S89°37'24"W for 118.80 feet; thence N00°22'36"W for 229.85 feet; thence N89°37'24"E for 118.80 feet to the POINT OF BEGINNING, containing 0.63 acres, more or less.

Parcel C2-8:

A portion of Tract 4 of "KOGER EXECUTIVE CENTER", according to the plat thereof recorded in Plat Book 91 at page 38 of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Southeast corner of Tract 4, said point being on the north right-of-way of N.W. 52nd Street as shown on said plat; thence N00°22'39"W for 186.62 feet; thence S89°37'24"W for 6.86 feet to the POINT OF BEGINNING of the following described parcel of land; thence S89°37'24"W for 177.67 feet; thence N00°22'36"W for 24.00 feet; thence N89°37'24"E for 177.67 feet; thence S00°22'36"E for 24.00 feet to the POINT OF BEGINNING, containing 0.10 acres, more or less.

LESS AND EXCEPT the air rights above the following described property commencing at an elevation of 25.77 feet (NGVD 1929):

A portion of Tract 4 of "KOGER EXECUTIVE CENTER", according to the plat thereof recorded in Plat Book 91 at page 38 of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Southeast corner of Tract 4, said point being on the north right-of-way of N.W. 52nd Street as shown on said plat; thence N00°22'39"W for 186.62 feet; thence S89°37'24"W for 125.66 feet to the POINT OF BEGINNING of the following described parcel of land; thence S89°37'24"W for 58.87 feet; thence N00°22'36"W for 24.00 feet; thence N89°37'24"E for 58.87 feet; thence S00°22'36"E for 24.00 feet to the POINT OF BEGINNING, containing 0.03 acres, more or less.

LESS AND EXCEPT the air rights above the following described property commencing at an elevation of 15.27 feet (NGVD 1929):

A portion of Tract 4 of "KOGER EXECUTIVE CENTER", according to the plat thereof recorded in Plat Book 91 at page 38 of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Southeast corner of Tract 4, said point being on the north right-of-way of N.W. 52nd Street as shown on said plat; thence N00°22'39"W for 186.62 feet; thence S89°37'24"W for 6.86 feet to the POINT OF BEGINNING of the following described parcel of land; thence continue S89°37'24"W for 118.80 feet; thence N00°22'36"W for 24.00 feet; thence N89°37'24"E for 118.80 feet; thence S00°22'36"E for 24.00 feet to THE POINT OF BEGINNING, containing 0.07 acres, more or less.

Parcel B2-2:
A portion of Tract 4 of "KOGER EXECUTIVE CENTER", according to the plat thereof recorded in Plat Book 91 at page 38 of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Southeast corner of Tract 4, said point being on the north right-of-way line of N.W. 52nd Street as shown on said plat; thence S89°37'21"W along said right-of-way line for 6.86 feet to the POINT OF BEGINNING of the following described parcel of land: thence S89°37'21"W along said right-of-way line of N.W. 52nd Street, for 177.67 feet; thence N00°22'36"W for 186.62 feet; thence N89°37'24"E for 177.67 feet; thence S00°22'36"E for 186.62 feet to a point on the north right-of-way of N.W. 52nd Street, said point also being the POINT OF BEGINNING, containing 0.76 acres, more or less.

LESS AND EXCEPT the air rights above the following described property commencing at an elevation of 25.77 feet (NVGD 1929):

A portion of Tract 4 of "KOGER EXECUTIVE CENTER", according to the plat thereof recorded in Plat Book 91 at page 38 of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Southeast corner of Tract 4, said point being on the north right-of-way line of N.W. 52nd Street as shown on said plat; thence S89°37'21"W along said right-of-way line for 118.80 feet to the POINT OF BEGINNING of the following described parcel of land: thence S89°37'21"W along said right-of-way line of N.W. 52nd Street, for 58.87 feet; thence N00°22'36"W for 186.62 feet; thence N89°37'24"E for 58.87 feet; thence S00°22'36"E for 186.62 feet to a point on the north right-of-way of N.W. 52nd Street, said point also being the POINT OF BEGINNING, containing 0.25 acres, more or less

LESS AND EXCEPT the air rights above the following described property commencing at an elevation of 15.27 feet (NGVD 1929):

A portion of Tract 4 of "KOGER EXECUTIVE CENTER", according to the plat thereof recorded in Plat Book 91 at page 38 of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Southeast corner of Tract 4, said point being on the north right-of-way line of N.W. 52nd Street as shown on said plat; thence S89°37'21"W along said right-of-way line for 6.86 feet to the POINT OF BEGINNING of the following described parcel of land: thence S89°37'21"W along said right-of-way line of N.W. 52nd Street, for 118.80 feet; thence N00°22'36"W for 186.62 feet; thence N89°37'24"E for 118.80 feet; thence S00°22'36"E for 186.62 feet to a point on the north right-of-way of N.W. 52nd Street, said point also being the POINT OF BEGINNING, containing 0.51 acres, more or less.

EXHIBIT "C"

USE RESTRICTIONS

Without intending to expand on Tenant's permitted use of the Premises, Tenant shall not violate the following use restrictions, prohibitions, and exclusive uses (and Tenant acknowledges that these restrictions, prohibitions, and exclusive uses are not for the benefit of Tenant and cannot be relied on by Tenant):

Dry Cleaner

Landlord hereby agrees not to enter into any new lease of space in the Shopping Center with a tenant whose primary business at the Shopping Center would be for dry cleaning, laundry, clothing alteration, and shoe repair.

Bank

Landlord hereby agrees not to enter into any new lease of space in Phase I or Phase II of the Shopping Center with a tenant whose primary business at the Shopping Center would be for a retail banking location that accepts deposits and originates loans; provided, however, that Tenant's exclusive in Phase II shall not include automated teller machines.

Japanese Restaurant

Landlord hereby agrees not to enter into any new lease of space in Phase I or Phase II of the Shopping Center for (i) a Japanese-themed restaurant (to be defined as a restaurant whose menu is predominantly Japanese food including that at least 20% of annual gross sales are Japanese-prepared food or traditional sushi or sashimi or sake) (and ceviche is not considered sushi or sashimi) and/or (ii) a seafood market.

Liquor Store

Landlord hereby agrees not to enter into any new lease of space in the Shopping Center with a tenant whose primary business at the Shopping Center would be the operation of an alcoholic package store for offsite consumption. For purposes of this paragraph, "primary business" means a business that derives more than fifteen (15%) percent of its revenue from the operation of an alcoholic package store for offsite consumption.

Italian Restaurant

Landlord hereby agrees not to enter into any new lease of space in Phase I or Phase II of the Shopping Center with a tenant or co-branded tenant whose primary business at the Shopping Center would be the operation of an Italian restaurant or pizza restaurant for sit-down, pickup, delivery, or catering. For purposes of this paragraph, "primary business" means a business that derives more than twenty (20%) percent of its revenue from the operation of an Italian restaurant or pizza restaurant for sit-down, pickup, delivery, or catering.

Salad Restaurant

Landlord hereby agrees not to enter into any new lease of space in the Shopping Center with a tenant whose primary business at the Shopping Center would be the operation of a restaurant selling primarily salads. For purposes of this paragraph, "primary business" means a business that derives more than fifty (50%) percent of its revenue from the operation of a restaurant selling primarily salads.

Mobile Phone Dealer

Landlord hereby agrees not to enter into any new lease of space of less than nine thousand (9,000) square feet in the Shopping Center with a tenant whose primary business at the Shopping Center would be the operation of an authorized mobile phone dealer. For purposes of this paragraph, "primary business" means a business that utilizes more than twenty-five (25%) percent of its leasable floor area for the sale of cellular telephones, pages, and accessories.

Coffee Shop

Landlord hereby agrees not to enter into any new lease of space in the Shopping Center with a restaurant tenant whose primary business at the Shopping Center would be the sale of coffee. For purposes of this paragraph, "primary business" means a restaurant that derives more than twenty-five (25%) percent of its revenue from the sale of coffee.

Smoothie Shop

Landlord hereby agrees not to enter into any new lease of space in the Shopping Center with a tenant whose primary business at the Shopping Center would be (i) the sale of smoothies, blended juice products, wheatgrass products, and juice freshly squeezed on-premises as a primary menu item or (ii) primarily a juice/smoothie products business or juice/smoothie-oriented restaurant. For purposes of this paragraph, "primary business" means a business that derives more than fifteen (15%) percent of its revenue from the sale of smoothies, blended juice products, wheatgrass products, and juice freshly squeezed on-premises or juice/smoothie products business or juice/smoothie-oriented restaurant.

Cuban Restaurant

Landlord hereby agrees not to enter into any new lease of space in Phase I or Phase II of the Shopping Center, with a tenant whose business would be the operation of (i) a Nicaraguan-style restaurant, Dominican-style restaurant, or Puerto Rican-style restaurant, or (ii) a cafeteria-style Cuban restaurant, a Cuban-fusion restaurant, or a restaurant that derives more than five (5%) percent of its revenue from the sale of rice, black beans, or Cuban-style plantains.

Mexican Restaurant

Landlord hereby agrees not to enter into any new lease of space in the Shopping Center with a tenant whose primary business at the Shopping Center would be a fast-casual Mexican restaurant. For purposes of this paragraph, "primary business" means a fast casual restaurant that derives more than thirty-five (35%) percent of its revenue from the sale of Mexican food.

UPS Store

Landlord hereby agrees not to enter into any new lease of space in the Shopping Center with (A) a tenant whose primary business at the Shopping Center would be to sell or provide any of the following products or services: (i) packaging and shipping services, (ii) mailbox rentals, (iii) freight, (iv) facsimile, (v) copies, (vi) office supplies, (vii) stamps, (viii) metered mail, and (ix) digital printing or (B) a tenant that would operate as a UPS, USPS, DHL, FedEx, and any other related delivery services. For purposes of this paragraph, "primary business" means a business that derives more than fifteen (15%) percent of its revenue from the sale or provision of any of such products or services.

Dance Wear

Landlord hereby agrees not to enter into any new lease of space in the Shopping Center with a tenant whose primary business at the Shopping Center would be the sale of high-end dance wear. For purposes of this paragraph, "primary business" means a tenant that derives more than twenty (20%) percent of its revenue from the sale of high-end dance wear and toddler ballet classes (mommy and me).

Real Estate Sales Office

Landlord hereby agrees not to enter into any new lease of space in Phase I or Phase II of the Shopping Center with a tenant whose primary business is the operation of a real estate sales office.

Dentist Office

Landlord hereby agrees not to enter into any new lease of space in Phase I or Phase II of the Shopping Center with a tenant whose use is dentistry or the operation of a general, cosmetic, and specialty dental practice.

Urgent Care

Landlord hereby agrees not to enter into any new lease of space in Phase I and Phase II of the Shopping Center with a tenant whose use at would be the operation of an emergency clinic, an urgent care facility or an express care facility, which provides treatment for common colds and flu, fever, earache, sore throat, vomiting, nausea, diarrhea, simple sprains and sprains, minor cuts and wounds, non-severe asthma attacks, painful or burning urination, rashes, or minor allergic reactions.

Day Spa

Landlord hereby agrees not to enter into any new lease of space in Phase I and Phase II of the Shopping Center with (A) a tenant whose primary business at the Shopping Center would be the operation of a business providing massages or facials customarily performed at day spas; or (B) any business who identifies itself as a massage or facial business that offers massages or facials on a membership-based model similar to [Hand and Stone Massage and Facial Spa].

Hamburger Restaurant

Landlord hereby agrees not to enter into any new lease of space in Phase I and Phase II of the Shopping Center with (i) a tenant whose menu primarily consists of hamburgers as an entrée (which shall mean more than twenty (20%) percent of its entrees are hamburgers), or (ii) any tenant that identifies itself as a hamburger restaurant substantially similar in concept to [Juicy Burgers].

Publix

6.1 Prohibited Uses. Without the prior written consent of the Owner of the Publix Parcel, no portion of the Developer Parcels shall be used, either directly or indirectly via remote distribution (e.g., ordering, processing, or delivery by internet, mail order, etc.), for any of the following: (a) the operation of a Grocery Supermarket (defined below), bakery, delicatessen, and/or fish market (the "**Grocery Restriction**"); (b) the retail sale of beer, wine, and/or distilled spirits for "off-premises" consumption (the "**Alcohol Restriction**"); or (c) the retail sale or distribution of drugs or other products which are required by law to be dispensed by a registered pharmacist, even though such pharmacist may not be required to be present for delivery of such products (the "**Pharmacy Restriction**"). For purposes of the Grocery Restriction, the term "**Grocery Supermarket**" shall include, without limitation: (i) grocery supermarket operations such as Publix (including Sabor, Greenwise, or other Publix concepts), Kroger, Safeway, Winn Dixie, Whole Foods, Fresh Market, Trader Joe's, Food Lion, Aldi, Bi-Lo, Food Giant, and Piggly Wiggly (a "**Traditional Supermarket**"), (ii) any grocery store operated by a general merchandise retailer (such as Walmart and Target) or by a drug store, variety-type, or price-point store (such as Walgreen's, CVS, Navarro, Dollar Tree, Dollar General, Family Dollar, and Big Lots), whether combined with other concepts within a single storeroom or as a separate grocery concept, and (iii) any convenience store, mini market, farmer's market, health food store (provided, that the foregoing shall not apply to a store which primarily sells vitamins and/or supplements), specialty food store, general store, or any

operation that sells health, personal care, and/or beauty products from an area in excess of 1,500 square feet in the aggregate per single tenant (for purposes of clarification, the reference to 1,500 square feet relates to the floor area in which the actual products or items are sold and/or displayed and not the size of the applicable premises). The Grocery Restriction, Alcohol Restriction, and Pharmacy Restriction are collectively referred to herein as the "**Prohibited Uses**".

6.2 Exceptions to Prohibited Uses. Notwithstanding the provisions of Section 6.1 above, Occupants of the Developer Parcels may engage in the Prohibited Uses subject to, and in accordance with, the following:

(a) a restaurant may operate a bakery, delicatessen, and/or fish market, provided: (i) at least seventy percent (70%) of the leasable floor area of such restaurant (exclusive of kitchen or food preparation area) is utilized for seated dining purposes, and (ii) such operations are incidental to the primary use as a restaurant ("incidental" for purposes hereof meaning that the area used for such operations, in the aggregate, shall not exceed the lesser of: (A) 750 square feet or (B) 30% of the leasable floor area of such restaurant);

(b) a coffee shop may engage in the retail sale of bakery and delicatessen items, provided: (i) the coffee shop is engaged primarily in the retail sale of coffee, espresso and tea-based drinks by the cup; coffee beans, teas and spices by the pound; and coffee, espresso and tea related equipment, supplies and accessories; and (ii) the sale of bakery and delicatessen items is incidental to the primary use as a coffee shop ("incidental" for purposes hereof meaning that the area used for the display of bakery and delicatessen items, in the aggregate, shall not exceed the lesser of: (A) 500 square feet or (B) 30% of the leasable floor area of such coffee shop); and

(c) a liquor store may engage in the retail sale of beer, wine, and/or distilled spirits for "off-premises" consumption, provided (i) the premises used for such an operation does not exceed 4,500 square feet of floor area, and (ii) there shall be no more than one (1) liquor store located within the Developer Parcels.

6.3 Scope of Prohibited Uses. For avoidance of doubt, in no event shall the provisions of Sections 6.1 or 6.2 be deemed to prohibit or restrict (a) any restaurant, sandwich shop, pickup or delivery outlet, coffee shop or other business, enterprise or establishment that is not otherwise being used in violation of the Prohibited Uses; or (b) the dispensing or administration of prescription drugs or other products to a patient by a doctor, physician's assistant or nurse practitioner within any medical office or clinic existing on any Developer Parcel, provided that such dispensing or administration is in connection with the course of treatment of the patient. Further, in no event shall a restaurant, bar, cafeteria or similar establishment be deemed to be a bakery, delicatessen and/or fish market solely due to the fact that baked goods, fish (whether prepared or served in sushi form), and/or deli meats are served for on-premises consumption by its customers or patrons, provided that no such items are sold in bulk. Finally, the performance of "back-office" and other business operations (including, without limitation, corporate offices) that support the sale or remote distribution of any items covered by the Prohibited Uses shall not be deemed to violate the provisions of Section 6.1 above, provided: (i) such operations occur only within an office building (i.e., no storefronts or areas occupied by retail uses); (ii) customers and other invitees of such business cannot physically visit the Property to place orders or pick-up items, (iii) fulfillment of orders and distribution of items occurs from a location not within the Property; and (iv) other than typical signage identifying the name of the business, the business cannot advertise within the Property its sale or distribution of any of the items prohibited under the terms of Section 6.1 above.

6.4 Application of Prohibited Uses. The Prohibited Uses shall apply to the Developer Parcels as of the Effective Date and thereafter for so long as the Publix Parcel is being used for the operation of a Traditional Supermarket; provided, however, to the extent that a retail pharmacy is not being operated on the Publix Parcel or such use is discontinued on the Publix Parcel, then the Pharmacy Restriction shall cease to be a Prohibited Use. Notwithstanding the foregoing, the Prohibited Uses shall continue in full force and effect if a Traditional Supermarket (or, with respect to the Pharmacy Restriction, a retail pharmacy) is not being operated on the Publix Parcel: (a) during the initial development and construction of the grocery supermarket improvements; (b) during the alteration, remodeling, repair, reconstruction, restoration, or replacement of existing grocery supermarket improvements; provided that such discontinuation does not exceed thirty (30) months; (c) during the interruption of utilities; or (d) due to fire or other casualty, condemnation, or force majeure; provided, however, that such discontinuation does not exceed sixty (60) months.

EXHIBIT "D"

AS-IS

Tenant acknowledges and agrees that Landlord has afforded Tenant the opportunity for full and complete examination and inspection of the Premises prior to executing the Lease and that Tenant is accepting the Premises in "as-is" condition and that Landlord shall have no obligation whatsoever to furnish, render, or supply any money, work, labor, fixture, material, decoration, or equipment in order to prepare the Premises for Tenant's occupancy. Any and all alterations and improvements to the Premises shall be at Tenant's expense and are subject to the provisions of the Lease applicable to alterations, including, without limitation, that the plans and specifications, and the contractors and subcontractors to be used by Tenant, for any such alterations are subject to Landlord's prior written approval.

EXHIBIT "E"

RULES AND REGULATIONS

1. Security. Landlord may from time to time adopt appropriate systems and procedures for the security or safety of the Shopping Center, any persons occupying, using, or entering the same, or any equipment, furnishings, or contents thereof, and Tenant shall comply with Landlord's reasonable requirements relative thereto.

2. Return of Keys. At the end of the Term, Tenant shall promptly return to Landlord all keys for the Premises which are in the possession of Tenant. If Tenant fails to return keys, Landlord may retain $500.00 of Tenant's security deposit for locksmith work and administration.

3. Repair, Maintenance, Alterations, and Improvements. Tenant shall carry out Tenant's repair, maintenance, alterations, and improvements in the Premises only during times agreed to in advance by Landlord and in a manner which will not interfere with the rights of other tenants in the Shopping Center.

4. Water Fixtures. Tenant shall not use water fixtures for any purpose for which they are not intended, nor shall water be wasted by tampering with such fixtures. Any cost or damage resulting from such misuse by Tenant shall be paid for by Tenant.

5. Personal Use of Premises. The Premises shall not be used or permitted to be used for residential, lodging, or sleeping purposes or for the storage of personal effects or property not required for business purposes.

6. Heavy Articles. Tenant shall not place in or move about the Premises without Landlord's prior written consent any safe or other heavy article which in Landlord's reasonable opinion may damage the Premises, and Landlord may designate the location of any such heavy articles in the Premises.

7. Bicycles, Animals. Tenant shall not bring any animals into the Premises or Shopping Center other than service animals, and shall not permit bicycles or other vehicles inside or on the sidewalks outside the Premises except in areas designated from time to time by Landlord for such purposes. Any bicycles onsite are to be tied to the bicycle racks currently located inside the garage and are to be moved daily. Any bicycles left unattended and/or over a 24 hour period will be disposed of.

8. Deliveries. Tenant shall ensure that deliveries of supplies, fixtures, equipment, furnishings, wares, and merchandise to the Premises are made through such entrances, elevators, and corridors and at such times as may from time to time be designated by Landlord, and shall promptly pay or cause to be paid to Landlord the cost of repairing any damage caused by any person making improper deliveries. Large deliveries are to be made after 11 p.m. and before 10 a.m. the next morning. If any deliveries are made outside of this time frame the delivery truck will be subject to being booted and Tenant will be fined $250.00 per incident.

9. Solicitations. Landlord reserves the right to restrict or prohibit canvassing, soliciting, or peddling at the Shopping Center.

10. Food and Beverages. Only persons approved from time to time by Landlord may prepare, solicit orders for, sell, serve, or distribute foods or beverages in the Shopping Center, or use the common areas for any such purpose. Except with Landlord's prior written consent and in accordance with arrangements approved by Landlord, Tenant shall not permit on the Premises the use of equipment for dispensing food or beverages or for the preparation, solicitation of orders for, sale, serving, or distribution of food or beverages. A microwave, coffee maker, and refrigerator is permitted within the kitchen area of the Premises.

11. Refuse. The following rules and guidelines must be abided by at all times by all tenants. Any tenant not abiding by the following rules will be fined accordingly.

(a) Tenant shall place all refuse in leak-proof, odor-proof and vermin-proof containers and/or bags and in proper receptacles provided by Tenant at its expense within the temperature controlled areas of the Premises. Tenant shall then be responsible to move the refuse to the dumpsters provided by Landlord for the Shopping Center daily (on days when Tenant is open for business). Tenant shall keep sidewalks and driveways outside the Premises free of all refuse at all times. All trash shall be sorted, separated, and recycled in accordance with applicable Legal Requirements regarding same. Tenant shall not dispose of the following items in sinks or commodes: plastic products (plastic bags, straws, boxes), sanitary napkins, tea bags, cooking fats, cooking oils, any meat scraps or cutting residue, petroleum products (gasoline, naphtha, kerosene, lubricating oils), paint products (thinner, brushes), or any other item which the same are not designed to receive.

(i) Any refuse left outside will be discarded by Landlord immediately and tenants will be charged $250 for cleanup.

(b) Trash Pick-up Schedule: Trash 7 days a week, Recycling 5 days a week (Monday through Friday).

(c) There are two 4-yard dumpsters in each trash room (1 for Trash and 1 for Recycling). The recycling container can be identified by the Yellow Tops with slits and cannot be opened. The recycling dumpster should only be used for mixed recyclables such as paper and cardboard. All other waste is considered wet trash. If wet trash is discarded in the recycling dumpster, the hauler will deem it "contaminated" and will not pick up the load. Please ensure all waste is properly separated and placed in the correct container to avoid delay in service and/or fines.

(i) Fines for discarding cardboard in regular trash will be up to $500 per offense.

(d) All cardboard boxes MUST be broken down/flattened and placed in the Recycling Container (marked "Warning No Garbage" in red)

(i) Fines for discarding wet trash in the recycling container will be $500 per offense.

(e) Bulk trash and/or furniture CANNOT be placed in the trash rooms/dumpsters. Tenants are responsible for disposal of these items. Should you need a recommendation for a bulk trash disposal service, please contact the management office.

(f) Trash room is to be kept clean and in an orderly condition. DO NOT leave trash bags or boxes outside of the dumpster containers or on the floors at any time. This can cause bad odors and attract unwanted pests. If the dumpster is full, please keep the trash within the designated area in your unit and contact the management office immediately.

(i) Fines for leaving trash outside of the trash and/or recycling container will be up to $500 per offense.

(g) Trash rooms must be kept closed/locked at all times. The roll down gate is only to be used by Waste Management. Should a tenant require that the roll down gate be opened for any reason they are to contact the management office and a member of the management team will arrange for it to be opened.

(i) If a tenant is found opening the roll down gate for any reason they will be fined $250.

12. Obstructions. Tenant shall not obstruct or place anything in or on the sidewalks or driveways outside the Premises or use any common areas for any purpose except access to and exit from the Premises without Landlord's prior written consent. Landlord may remove at Tenant's expense any such obstruction or thing caused or placed by Tenant (and unauthorized by Landlord) without notice or obligation to Tenant.

13. Proper Conduct. Tenant shall not conduct itself in any manner which is inconsistent with the character of the Shopping Center as a first quality shopping center or which will impair the comfort and convenience of other tenants in the Shopping Center.

14. Nuisances. Tenant shall not create or maintain a nuisance in the Premises nor make or permit any noise or odor or use or operate any electrical or electronic devices that emit loud sounds, air waves, or odors, that are objectionable to other tenants of the Shopping Center or any buildings in the vicinity of the Shopping Center.

15. Employees, Agents, and Invitees. In these Rules and Regulations, "Tenant" includes the employees, agents, invitees, and licensees of Tenant and others permitted by Tenant to use or occupy the Premises.

16. Parking. Tenant shall park its vehicles and shall cause its employees and agents to park their vehicles only in areas designated by Landlord as tenant and tenant employee parking areas from time to time (and in no event shall any vehicles with panels or similar promotional signs advertising Tenant's business be parked in the customer parking areas). Tenant shall furnish Landlord, upon request, with the current license numbers of all vehicles owned or used by Tenant or its employees or agents and Tenant thereafter shall notify Landlord of any changes in such numbers within five (5) days after the occurrence thereof. In the event of failure of Tenant or its employees or agents to park their vehicles in such designated parking areas, Tenant shall forthwith on demand pay to Landlord the sum of One Hundred and No/100 ($100.00) Dollars per day per each car so parked. Landlord may itself or through any agent designated for such purpose, make, administer, and enforce additional rules and regulations regarding parking by tenants and by their employees or agents, including, without limitation, rules and regulations permitting Landlord or such agent to move any vehicles improperly parked to the designated tenant or employee parking areas. No disabled vehicle shall be left in the parking areas of the Shopping Center for more than 24 hours.

17. Pest Control. Tenant at all times will keep the Premises free from insects, rodents, vermin and other pests. In order to maintain satisfactory and uniform pest control throughout the Shopping Center, Tenant shall engage for its own Premises and at its sole cost, a qualified pest extermination contractor either designated or approved by Landlord, who shall perform pest control and extermination services in the Premises on a monthly basis (or at such greater frequency as Landlord may reasonably require). Tenant shall provide a copy of the pest control contract to Landlord and shall provide to Landlord reasonable proof that Tenant is causing such extermination to be performed. In the event that Tenant fails or refuses to have such extermination performed, Landlord may arrange for such extermination to be done, and Tenant will pay all costs incurred in connection therewith, as additional rent. Landlord will not be liable to Tenant for any loss or damage that may be sustained to Tenant's stock in trade or business by reason thereof, including, but not limited to, any loss of revenues resulting from any limitation or cessation of Tenant's business while such extermination is performed or as a result thereof. Landlord's arranging for such extermination will not release Tenant from Tenant's obligations under this Lease nor will the same be deemed to be a waiver by Landlord of Tenant's default for the failure to have such extermination performed.

18. Roof Access. Tenant shall not access the roof without Landlord's prior written consent, and all such roof access shall be coordinated through Landlord and is subject to Landlord's supervision.

19. Special Events. Tenant shall contact Landlord when having an event in excess of 25 patrons. Tenant may choose to hire their own valet company and submit a valet request form and supporting documents or have Landlord arrange to have valet services using pre-approved vendor which will be at Tenant's sole cost. If Tenant elects to use their own valet company, parking locations must be identified and approved by Landlord in advance of the event. If Tenant fails to notify Landlord of such event, Tenant may be subject to fine and charge back from Landlord having to hire valet to facilitate the event. Notwithstanding and prevailing over the foregoing, the Landlord and the Tenant acknowledge and agree that use by the public during regular library and operatig hours of the library and for regularly scheduled library events such as story times, lecture series or similar programs, irrespective of the number of library patrons in attendance at the library at one time, shall not consititute a special event.

EXHIBIT "F"

INTENTIONALLY OMITTED

EXHIBIT "G"

SIGN CRITERIA

Downtown Doral Sign Criteria dated November 5, 2013 prepared by tgadesign, a copy of which has been provided to Tenant prior to Lease execution.

EXHIBIT "G-1"

APPROVED TENANT'S SIGNAGE

[If not attached, then Tenant's signage has not been approved at signing, and the parties will work together in good faith acting reasonably to finalize Tenant's approved signage]

EXHIBIT "H"

INSURANCE LETTER

March 27, 2019

Downtown Doral Retail Holdings, LLC
c/o Codina Partners
2020 Salzedo Street, 5th Floor
Coral Gables, Florida 33134

Attention: Ana-Marie Codina Barlick, CEO

RE: **Miami-Dade County Lease Agreement**
8551 N.W. 53rd Street
Suite No A107 & A108; Building A
Doral, FL 33166

Dear Ms. Barlick.

This is to inform you that Miami-Dade County has an on-going self-insurance program for Worker's Compensation, General Liability and Automobile Liability covering employees and officials of the County and all premises owned or occupied by Miami-Dade County.

Since the County does not carry insurance with an insurance company, we cannot provide you with a Certificate of Insurance.

However, in compliance with and subject to the limitations of Florida Statutes, Section 768.28 and Chapter 440, provisions have been made in this office to process any claims that may arise and the same protection will be afforded as would be provided by a policy of insurance.

Sincerely,

Ann Wall, CPCU
Manager, Property and Casualty

RIDER 1

OPTION TO RENEW

(a) Landlord hereby grants Tenant the option to renew (the "Renewal Option") the Term (not to include, for purposes of this Rider, the Renewal Term, as hereinafter defined) for one (1) additional term of twelve (12) months (the "Renewal Term"), commencing as of the date immediately following the expiration of the Term, such option to be subject to the covenants and conditions hereinafter set forth in this Rider.

(b) Tenant shall give Landlord written notice (the "Renewal Notice") of Tenant's election to exercise its Renewal Option not later than six (6) months prior to the expiration of the initial Term of the Lease; provided that Tenant's failure to give the Renewal Notice by said date, whether due to Tenant's oversight or failure to cure any existing defaults or otherwise, shall render the Renewal Option null and void and of no further force or effect.

(c) Tenant shall not be permitted to exercise the Renewal Option at any time during which Tenant is in default under the Lease, subject to applicable notice and grace periods (if any), or if Tenant is not open in the entire Premises for the Permitted Use on the exercise date. If Tenant fails to cure any default under the Lease prior to the commencement of the Renewal Term, subject to applicable notice and grace periods, or if Tenant is not so open on the first day of the [applicable] Renewal Term, then the Renewal Term shall be immediately cancelled, unless Landlord elects to waive such default, and Tenant shall forthwith deliver possession of the Premises to Landlord as of the expiration or earlier termination of the initial Term of the Lease.

(d) Tenant shall be deemed to have accepted the Premises in "as-is" condition as of the commencement of the Renewal Term, subject to any other repair and maintenance obligations of Landlord under the Lease, it being understood and agreed that Landlord shall have no additional obligation to renovate or remodel the Premises or any portion of the Building or Shopping Center as a result of Tenant's renewal of the Lease.

(e) The covenants and conditions of the Lease in force during the Term, as the same may be modified from time to time, shall continue to be in effect during the Renewal Term, except as follows:

(i) The "Commencement Date" and the "Rent Commencement Date" for the purpose of the Lease shall be the first day of the Renewal Term.

(ii) The Rent rate per-square-foot for the Renewal Term shall be equal to the Rent rate per-square-foot for the immediately prior year, plus three (3%) percent.

(iii) Following expiration of the Renewal Term, Tenant shall have no further right to renew or extend the Lease.

(f) Tenant's option to renew the Lease shall not be transferable by Tenant, except in conjunction with a permissible assignment in accordance with the applicable provisions of the Lease.

Attachment 2 - Economic Stimulus Plan (ESP)
Request to Add Doral Library Project to ESP List

Contract No.	Project Name	Awarded To	District	Amount	Funding Source/Index Code	Fiscal Impact/ Operations and Maintenance Costs	Est. Start Date	Contract Measures					No. of Jobs Generated	Description
Project No.							Est. End Date	SBE-Const.	SBE-A&E	SBE-G&S	DBE	CWP		
Capital Project 903150 GOB Project 287	Replacement Doral Branch Library	TBD	District 12	$9,000,000	Building Better Communities General Obligation Bond	TBD	786 Days	25.97%	17%	2%	N/A	7%	85	Design-Build services to build a replacement Doral Branch Library.