

# MEMORANDUM

Agenda Item No. 14(A)(2)

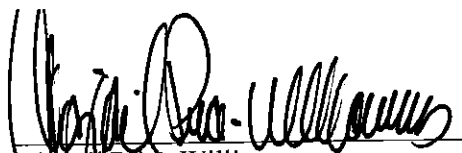
**TO:** Honorable Chairwoman Audrey M. Edmonson  
and Members, Board of County Commissioners

**DATE:** July 23, 2019

**FROM:** Abigail Price-Williams  
County Attorney

**SUBJECT:** Resolution approving the Lease Agreement between Miami-Dade County as landlord and Dade County Federal Credit Union, a Florida not-for-profit Corporation, under Florida Statutes section 125.38 for the use of the former bank facility located at Government Center Station for a five (5) year term with two (2) five (5) year renewal options; waiving the provisions of Administrative Order 8-4 as it relates to the review by the County and the review action necessary by the Planning Advisory Board as prescribed by Administrative Order 8-4, authorizing the County Mayor to execute the agreement and to exercise all provisions contained therein and perform all actions necessary to effectuate same; and directing the County Mayor to provide the County Property Appraiser a copy of said Lease; and further directing the County Mayor to record a copy of said Lease

The accompanying resolution was prepared by the Transportation and Public Works Department and placed on the agenda at the request of Prime Sponsor Commissioner Eileen Higgins.



Abigail Price-Williams  
County Attorney

APW/smm

# Memorandum



**Date:** July 23, 2019

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

**From:** Carlos A. Gimenez  
Mayor

A handwritten signature in black ink, appearing to read "Carlos A. Gimenez", written over the name in the "From:" field.

**Subject:** Resolution Approving the Lease Agreement Between Miami-Dade County as Landlord and Dade County Federal Credit Union, (DCFCU) as Tenant for the use of the Former Bank Facility located at Government Center Station

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## **Recommendation**

It is recommended that the Board of County Commissioners (Board) approve the attached resolution authorizing the Lease Agreement (Agreement) between Miami-Dade County (County) as Landlord and Dade County Federal Credit Union (DCFCU) as Tenant for the use of the former bank facility located at Government Center Station (Station); authorizing the County Mayor and or County Mayor designee to execute the Agreement in substantially the form attached hereto; and authorize the County Mayor and or County Mayor designee to exercise all provisions contained therein and to take all action necessary to effectuate same. Waiving the provisions of Administrative order 8-4 as it relates to the review by the County's planning Advisory Board Waiver of state statute 125.38.

## **Scope**

The Government Center Station is within Commission District 5, which is represented by Commissioner Eileen Higgins. However, the impact is countywide.

## **Fiscal Impact/Funding Source**

This item represents a positive fiscal impact to the County. According to the terms and conditions of this Agreement, DCFU shall pay an annual rent in the amount of \$91,683.00. DCFCU shall provide renovations and improvements to the former bank facility in the estimated amount of \$550,000.00.

## **Track Record/Monitor**

The project will be monitored by Javier M. Bustamante, Chief of Right of Way, Utilities and Joint Development Division (ROW) of the Department of Transportation and Public Works (DTPW).

## **Background**

The DCFCU is entering into this Agreement to utilize the former bank space located on the ground floor of the Government Center Station. Once DCFCU takes possession of the space, it will renovate and convert the current space to a modern state-of-the art financial facility for all members comprising of County employees, their families and the general public. This facility will allow users utilizing the Metrorail or Metromover to conveniently transact their financial services at the Station. This Agreement provides the DCFCU non-exclusive access for the term commencing upon the execution of said Agreement for a period of five (5) years, and to automatically extend the term by two (2) additional five (5)

Honorable Chairwoman Audrey M. Edmonson  
and Members, Board of County Commissioners  
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years each. The valuation of the demised space at the Station was appraised by BBG, Inc. at an annual sum of \$91,683.00, which will be allocated to DTPW's operating budget.

The DCFCU will provide improvements to the location in the amount of \$550,000.00. Some of the new renovations will include new cameras, signage, art, automatic door openings, lighting and air conditioning. Additional improvements include modification and reconfiguration of the current space, relocation of automatic patronage counters, cleaning and painting. These renovations will improve the aesthetics and safety features of the overall space within the Station, as a more conducive use of the space.

ATH

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Alina T. Hudak  
Deputy Mayor



**MEMORANDUM**  
(Revised)

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

**DATE:** July 23, 2019

**FROM:** Abigail Price-Williams  
County Attorney

**SUBJECT:** Agenda Item No. 14(A)(2)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Statement of social equity required
- Ordinance creating a new board requires detailed County Mayor's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's 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. 14(A)(2)  
7-23-19

RESOLUTION NO. \_\_\_\_\_

RESOLUTION APPROVING THE LEASE AGREEMENT BETWEEN MIAMI-DADE COUNTY AS LANDLORD AND DADE-COUNTY FEDERAL CREDIT UNION, A FLORIDA NOT-FOR-PROFIT CORPORATION, UNDER FLORIDA STATUTES SECTION 125.38 FOR THE USE OF THE FORMER BANK FACILITY LOCATED AT GOVERNMENT CENTER STATION FOR A FIVE (5) YEAR TERM WITH TWO (2) FIVE (5) YEAR RENEWAL OPTIONS; WAIVING THE PROVISIONS OF ADMINISTRATIVE ORDER 8-4 AS IT RELATES TO THE REVIEW BY THE COUNTY AND THE REVIEW ACTION NECESSARY BY THE PLANNING ADVISORY BOARD AS PRESCRIBED BY ADMINISTRATIVE ORDER 8-4, AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE AGREEMENT AND TO EXERCISE ALL PROVISIONS CONTAINED THEREIN AND PERFORM ALL ACTIONS NECESSARY TO EFFECTUATE SAME; AND DIRECTING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO PROVIDE THE COUNTY PROPERTY APPRAISER A COPY OF SAID LEASE; AND FURTHER DIRECTING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO RECORD A COPY OF SAID LEASE

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

**WHEREAS**, Approves the Lease Agreement ("Agreement") between the Miami-Dade County (the "County") and the Dade County Federal Credit Union ("DCFCU") for a term of five (5) years and an annual amount of \$91,683.00 for the initial year and adjustment each year thereafter, in substantially the form attached hereto and made a part hereof; and

**WHEREAS**, DCFCU is a Florida not-for-profit Corporation organized for the purpose of public or community profit and welfare; and

**WHEREAS**, DCFCU desires the lease of real property owned by Miami-Dade County;  
and

**WHEREAS**, DCFCU has applied to the County for the lease of such property; and

**WHEREAS**, the County finds that said property is not needed for county purposes and is required for the community interest and welfare; and

**WHEREAS**, DCFCU shall pay annual rent in the amount of \$91,683.00; and

**WHEREAS**, this lease shall be for the term of five (5) years with two (2) five (5) year options to renew,

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

**Section 1.** waives the reviewing action necessary by the Planning Advisory Board as prescribed by Administrative Order 8-4; and

**Section 2.** authorizes the County Mayor or the County Mayor's designee to execute said Lease Agreement for and on behalf of Miami-Dade County, exercise any and all provisions contained therein and perform all actions necessary to effectuate same; and

**Section 3.** directs the County Mayor or the County Mayor's designee to provide the county Property Appraiser a copy of said Lease in accordance with Resolution No. 791-14; and

**Section 4.** pursuant to Resolution No. R-974-09, further directs the County Mayor or County Mayor's designee to record the Lease Agreement, in the public records of Miami-Dade County, and to provide a recorded copy of the documents to the Clerk of the Board within 30 days of their execution, and further directs the Clerk of the Board to attach and permanently store a recorded copy of the Lease Agreement together with this resolution.

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The foregoing resolution was offered by Commissioner  
Who moved its adoption. The motion was seconded by Commissioner  
and upon being put 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 the resolution duly passed and adopted this 23<sup>rd</sup> day of July, 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.



Bruce Libhaber

LEASE AGREEMENT

This LEASE AGREEMENT ("Agreement") is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_ 2019, by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "County or Landlord", and Dade County Federal Credit Union, a Florida Not-For-Profit Corporation, hereinafter referred to as "DCFCU, or Tenant", whose principal address is located at 1500 NW 107<sup>th</sup> Avenue, Miami, Florida 33172.

WITNESSETH, that in consideration of the mutual promises of the Parties contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1.1 Exhibits: The following exhibits shall form a part of this Agreement and are incorporated herein:

- Exhibit "A"    The Demised Premises
- Exhibit "B"    The ATM Vending Area
- Exhibit "C"    Tenant Improvement Plans
- Exhibit "D"    Rules and Regulations
- Exhibit "E"    Signs Package

1.1 Reference

<u>1.2.1 Tenant:</u>	<u>Dade County Federal Credit Union, a Florida Not-For Profit Corporation.</u> <u>Employer Identification Number: 59-0684192</u>
<u>1.2.2 Tenant Notice Address:</u>	<u>1500 N.W. 107<sup>th</sup> Avenue</u> <u>Miami, Florida 33172</u> <u>Email address: George.joseph@defcu.org</u>
<u>1.2.3 Tenant Floor Area:</u>	<u>1,230,645 Square Feet, Lease Rental space, will be added based on additional square foot adjustments; monthly rent will be adjusted accordingly.</u>
<u>1.2.4 Rent Adjustment to additional floor space</u>	<u>Monthly Rent Adjustment will be done according to the additional sq. ft. added to the current floor space.</u>
<u>1.2.5 Lease Commencement Date:</u>	<u>As stated above or as agreed upon by both parties</u>
<u>1.2.6 Lease Termination Date:</u>	<u>The close of the last calendar month of Rental Year Five (5), except when extended via exercise of any Renewal Option, then at the close of the last calendar month of the following:</u> <u>(a) Renewal Option 1 – Rental Year 10</u> <u>(b) Renewal Option 2 – Rental Year 15</u>
<u>1.2.7 Renewal Options:</u>	<u>Two (2) successive periods of five (5) years each, commencing after the initial term of five (5) years subject to County Mayor's approval and FTA approval as follows:</u> <u>(a) Renewal Option 1-5 years commencing first day after initial term has ended.</u> <u>(b) Renewal Option 2 – 5 years</u>

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	<u>commencing the first day after the renewal optional 1 term has ended</u> <u>Total rental period with Renewal Options is 15 Yrs.</u>
<u>1.2.8 Advance Rent:</u>	<u>Zero and No /100 Dollars (\$0.00)</u>
<u>1.2.9 Security Deposit:</u>	<u>Equal to three (3) monthly installments of (a) Annual Base Rent; and (b) Operating Charge, as adjusted pursuant to Article V.</u>
<u>1.2.10 Payment and Performance Bond:</u>	<u>Tenant post a Payment and Performance Bond for the full amount of contemplated construction in accordance with Section 17.5.</u>
<u>1.2.11 Alternative Security (to Bond)</u>	<u>Each Tenant prime contractor submit a payment and performance bond, and Tenant deposit's and amount into an Escrow Account or an irrevocable Letter of Credit in accordance with Section 17.6</u>
<u>1.2.12 Rent Commencement Date:</u>	<u>The earlier to occur of:</u> <u>(a) that first day Tenant shall use the Premises for the Permitted Use; or</u> <u>(b) the One Hundred Twentieth (120th) day following the Lease Commencement Date; or</u> <u>(c) the date the Landlord shall issue an Improvements Approval Notice.</u>
<u>1.2.13 Annual Base Rent:</u>	<u>Ninety One Thousand Six Hundred Eighty Three Dollars (\$91,683.00) or Seventy four dollars and 50/100 (74.50) per square foot, whichever is greater.</u>
<u>1.2.14 Rent Escalator:</u>	<u>Three (3%) percent of the Annual Base Rent</u>
<u>1.2.15 ATM Rent:</u>	<u>The fee is \$0.00.</u>
<u>1.2.16 Operating Charge:</u>	<u>Five dollars and 50/100 Dollars (\$5.50) per square foot per annum based on current square footage of 1,231 totals \$7,265.50.</u>
<u>1.2.17 Operating Hours:</u>	<u>Monday through Friday, no less than eight (8) hours per day; excluding all federal, state and County holidays; including Thanksgiving Day, Christmas Day, and New Year's Day.</u>
<u>1.2.18 Permitted Use:</u>	<u>Solely for the operation of a branch of the Dade-County Federal Credit Union and members services.</u>
<u>1.2.19 Prohibited Use:</u>	<u>(a) any unlawful purposes or in any manner that will cause waste, nuisance, or unreasonable annoyance to Lessor or other Occupants or lessees at the Stephen P. Clark Center facility, (b) the sale or distribution, for the on-or-off premises consumption, of any alcoholic beverages, (c) any other use not listed as Permitted Use.</u>

1.3 Other Definitions. Any word contained in the text of this Agreement shall be read as the singular or the plural and as the masculine, feminine or neuter gender as may be applicable in the particular context. More specifically, however, for purposes of this Agreement, the following words shall have the meanings ascribed to them in this Section 1.3.

- 1.3.1 "ADA" shall have the meaning ascribed to it in section 10.8.
- 1.3.2 "Additional Rent" shall mean all those additional sums, charges, or amounts due under this Agreement, whether so labeled or not, and distinct from Annual Base Rent, Operating Charge, and Rent Escalator.
- 1.3.3 "Agreement" shall have the meaning ascribed to it in the Preamble
- 1.3.4 "Alternative Security" shall have the meaning ascribed to it in Section 17.6.
- 1.3.5 "Annual Base Rent" shall mean an annual amount equal to the product of the applicable figure stated in Section 1.2.13 multiplied by the Tenant Floor Area, subject to adjustment and escalation pursuant to Article V, plus applicable sales/use tax.
- 1.3.6 "Annual Statement" shall have the meaning ascribed to it in 5.5.2.
- 1.3.7 "Base Index" shall mean the Price Index that shall be in effect for the month of April (or, if not produced, then the first month to occur following the month of April when such Price Index shall be produced) of the calendar year within which shall occur the Rent Commencement Date.
- 1.3.8 "Bond" shall have the meaning ascribed to it in Section 17.5
- 1.3.9 "Building Floor Area" shall mean that certain improved portion of the Building intended to be leased to retail tenants or otherwise used by Landlord or third parties, as depicted in Exhibit "B," which portion may be altered, reduced, expanded or replaced from time to time.
- 1.3.10 "Building" shall mean the property and the improvements constructed thereon, as depicted in Exhibit "A," attached hereto and made a part hereof, which improvements may be altered, reduced, expanded or replaced from time to time.
- 1.3.11 "Casualty Prevention" shall mean any action or effort of (or caused) by Landlord for the prevention or mitigation of damage to, or destruction of, the Building which may be the result of a Casualty.
- 1.3.12 "Casualty" shall have the meaning ascribed to it in Section 15.1.

1.3.13 "Common Area Improvement Costs" shall mean all direct and indirect costs and expenses incurred by the Landlord and properly allocated to the construction and development of capital improvements to the Common Area, but not including any cost or expense included in Landlord Operating Costs.

1.3.14 "Common Area" shall mean those areas and facilities which may be furnished by Landlord or others in or near the Building for the non-exclusive general common use of tenants and other occupants of the Building, the officers, agents, employees and customers, including (without limitation) access areas, truck ways, driveways, loading docks and areas, delivery passageways, package pick-up stations, sidewalks, interior and exterior pedestrian walkways, malls, promenades, mezzanines, roofs, sprinklers, plazas, courts, ramps, common seating areas, landscaped and planted areas, retaining walls, balconies, stairways, escalators, elevators, bus stops, first-aid stations, sewage treatment facilities, lighting facilities, comfort stations or restrooms, civic center, meeting rooms, and other similar areas, facilities or improvements.

1.3.15 "County" shall mean Miami-Dade County, Florida, a political subdivision of the State of Florida, its agencies and instrumentalities.

1.3.16 "CPI Escalator" shall have the meaning ascribed to it in Section 5.2.1.

1.3.17 "Default Rate" shall mean an amount equal to the maximum percentage permitted by law not to exceed eighteen (18%) percent per annum.

1.3.18 "Display Apparatus" shall refer to display cases, exhibits, dioramas, backlit showcases, video (or other animated) displays, courtesy direct-line phones, brochure dispensers, kiosks, and restricted- use computer networks and terminals

1.3.19 "Effective Date" shall mean the date of the month this Agreement is signed and dated by both the Tenant and the Landlord thereafter approved by the Board of County Commissioners and election of the mayor.

1.3.20 "Event of Default" shall have the meaning ascribed to it in Section.

1.3.21 "Federal Bankruptcy Code" shall mean Title 11 of the United States Code. Entitled "Bankruptcy," as amended, together with all regulations promulgated thereunder.

1.3.22 "Force Majeure" shall mean failure of power for a period of time in excess of seventy-two (72) consecutive hours, restrictive governmental law or regulation, riots, insurrection or wars, Acts of God, flooding in the area that affects the use of the Building, during periods of a hurricane watch or warning, Casualty, acts of terrorism, and strikes, lockouts or other concerted industrial actions. In no event shall financial

inability constitute Force Majeure.

1.3.23 "Governmental Authority" shall mean any federal, state, county, municipal or other governmental department, entity, authority, commission, board, bureau, court, agency, or any instrumentality thereof, having jurisdiction over the Premises or the activities conducted therein.

1.3.24 "ATM Sales" intentionally deleted 5.4.

1.3.25 "Hazardous Materials Laws" shall mean all applicable requirements of federal, state and local environmental, public health and safety laws, regulations, orders, permits, licenses, approvals, ordinances and directives, including but not limited to, all applicable requirements of: the Clean Air Act; the Clean Water Act; the Resource Conservation and Recovery Act, as amended by the Hazardous and Solid Waste Amendments of 1984; the safe Drinking Water Act; the Comprehensive Environmental Response, Compensation and Liability Act, as amended by the Superfund Amendments and Reauthorization Act of 1986; the Occupational Health and Safety Act; the Toxic Substances Control Act; the Pollutant Discharge Prevention and Control Act; the Water Resources Restoration and Preservation Act; the Florida Air and Water Pollution Control Act; the Florida Safe Drinking Water Act; and the Florida Environmental Reorganization Act of 1975.

1.3.26 "Hazardous Materials" shall mean any material, substance or waste that is or has the characteristic of being hazardous, toxic, ignitable, reactive or corrosive, including, without limitation, patrolmen, PCBs, asbestos, materials known to cause cancer or reproductive problems and those materials, substances and/or wastes, including infectious waste, medical waste and potentially infectious biomedical waste, which are or later become regulated by any local governmental authority or the United States Government, including, but not limited to, substances defined as "hazardous substances," "hazardous materials," "toxic substances," or "hazardous wastes" under any Hazardous Materials Laws.

1.3.27 "Holdover Period" shall have the meaning ascribed to in Section 3.4.

1.3.28 "Imposition" shall mean all assessments, fees, charges and levies Imposed by a Governmental Authority, including without limitation, franchise fees, excises, impact fees, license and permit fees, levies, charges and taxes (including ad valorem real estate taxes on the land under the Premises and on the leasehold improvements, whether installed by the Tenant or by Landlord on the Tenant's behalf), personal

property taxes, sales taxes, and fire fees of any kind now or hereafter enacted, whether general or special, ordinary or extraordinary, foreseen or unforeseen, and of which is properly levied against the Premises, the leasehold improvement the leasehold estate, or any sub-leasehold estate, as applicable.

1.3.29 "Improvements Approval Notice" shall have the meaning ascribed to it in Section 7.1.2

1.3.30 "Improvements Completion Notice" shall have the meaning ascribed to it in Section 7.1.2.

1.3.31 "Improvements Deadline" shall have the meaning ascribed to it in Section 7.1.

1.3.32 "Indemnitees" shall have the meaning ascribed to it in Section 17.6.

1.3.33 "Insurance Requirements" shall have the meaning ascribed to it in Section 17.1.

1.3.34 "IPSIG" shall have the meaning ascribed to it in Section 20.21.

1.3.35 "Landlord Construction" shall have the meaning ascribed to it in Section 20.20.

1.3.36 "Landlord Operating Costs" shall have the meaning ascribed to it in Section 9.3.

1.3.37 "Landlord Operating Year" shall mean that certain period of twelve (12) consecutive calendar months designated by the Landlord, from time to time, for the calculation of Landlord Operating Costs.

1.3.38 "Landlord" shall have the meaning ascribed to in the Preamble.

1.3.39 "Lease Commencement Date" shall mean the date stated in Section 1.2.5.

1.3.40 "Lease Termination Date" shall mean the date or dates stated in Section 1.2.5.

1.3.41 "Letter of Credit" shall have the meaning ascribed to in Section 17.6

1.3.42 "Liabilities" shall have the meaning ascribed to it in Section.

1.3.43 "Monthly ATM Report" intentionally deleted. 5.5.1.

- 1.3.44 "Notice Recipient" shall have the meaning ascribed to it in Section 10.4.
- 1.3.45 "Notifying Party" shall have the meaning ascribed to it in Section 10.4.
- 1.3.46 "Operating Charge" shall mean Tenant's share of Landlord Operating Costs, an annual amount equal to the product of the amount stated in Section 1.2.16 multiplied by the Tenant Floor Area, plus applicable sales/use tax.
- 1.3.47 "Parties" shall mean, collectively, the Landlord and the Tenant.
- 1.3.48 "Permitted Use" shall mean the uses stated in Section 1.2.18, subject to any prior agreement of Landlord prohibiting menu items or other uses, and for no other purpose whatsoever.
- 1.3.49 "Person" shall mean any natural person, firm, partnership, association, corporation, Limited Liability Company, trust, public body, authority, Governmental unit or other entity.
- 1.3.50 "Premises" shall mean that portion of the Building being leased from Landlord by Tenant and more particularly depicted in Exhibit "B", attached hereto and made a part hereof.
- 1.3.51 "President" shall mean the President/Chief Executive Officer of the Tenant, or his/her designee.
- 1.3.52 "Price Index" shall mean the "Consumer Price Index for All Urban Consumers" published by the United States Department of Labor Bureau of Labor Statistics, for Miami-Fort Lauderdale, FL, All Items, (1982 -84=100) or any renamed local index covering the metropolitan Miami area or any other successor or substitute index appropriately adjusted.
- 1.3.53 "Prohibited Use" shall mean the uses stated in Section 1.2.19.
- 1.3.54 "Receipt" shall have the meaning ascribed to it in Section 20.1.
- 1.3.55 "Renewal Option" shall mean additional successive periods as stated in Section 1.2.7.
- 1.3.56 "Rent Commencement Date" shall mean the date stated in Section 1.2.11.
- 1.3.57 "Rent Escalator" shall mean an annual amount equal to the product of the

applicable figure stated in Section 1.2.14 multiplied by the Annual Base Rent, plus applicable sales/use tax.

1.3.58 "Rent" shall have the meaning ascribed to it in Section 5.1.

1.3.59 "Rental Year" shall mean that period commencing on the Rent Commencement Date and terminating on either (a) at the close of the last calendar month to occur prior to the first 1st) anniversary of the Rent Commencement Date if the Rent Commencement Date shall occur on the first day of a calendar month; or (a) at the close of the calendar month to occur during the first (1st) anniversary of the (b) Rent Commencement Date, for a Rent Commencement Date occurring on any other date; and thereafter, in all circumstances, consisting of successive periods of twelve (12) calendar months each. Rental Years shall be referred to as Rental Year "x" where "x" equals the sequential Rental Year number beginning with the first Rental Year, referred to as Rental Year 1.

1.3.60 "Restricted Entity" shall mean (i) any Person named by any executive order of the United States Department of Treasury as a terrorist; (ii) any Person listed on the "Specially Designated National and Blocked Person "List, as amended from time to time, published by the Office of Foreign Assets Control; or (iii) other banned or blocked Person, or transaction pursuant to any law, order, rule, or regulation that is enforced or administered by the Office of Foreign Assets Control.

1.3.61 "Risk Administrator" shall mean the director of the County's Department of Risk Management, or his/her designee.

1.3.62 "Security Deposit" shall mean the sum stated in Section 1.2.9, plus applicable sales/use tax.

1.3.63 "Statement" shall mean, individually and collectively, (i) Monthly ATM Report; and (ii) Intentionally Deleted.

1.3.64 "Office Hours" shall mean those hours stated in Section 1.2.17.

1.3.65 "Tax Year" shall mean each period as may be established by the taxing Governmental Authority having lawful jurisdiction over the Premises.

1.3.66 "Tenant Contractors" shall have the meaning ascribed to it in Section 7.2.

1.3.67 "Tenant Improvement Plan" shall mean those plans and specifications for all improvements, including the type of materials to be used by Tenant in the Premises, set forth in detail, and approved by Landlord; a summary of which is attached as Exhibit "D" hereto and made a part hereof.

1.3.68 "Tenant Floor Area" shall mean the number of square feet, stated in Section 1.2.3 contained in that portion of the Building Floor Area constituting the Premises as depicted in Exhibit "B," and in no case shall there be any deduction for columns or other structural elements within any tenant's premises.

1.3.69 "Tenant Notice Address" shall mean the address stated in Section .2.2.1

1.3.70 "Tenant Representatives" shall have the meaning ascribed to Section 10.4.

1.3.71 "Tenant" shall mean the Person stated in Section 1.2.1.

1.3.72 "Term" shall have the meaning ascribed to it in Section 3.1.

1.3.73 "Termination Damages" shall have the meaning ascribed to it in Section 13.3.

## ARTICLE II: PREMISES

2.1 Lease. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises, subject to any and all existing encumbrances and other matters of record in accordance with the terms and conditions of this Agreement.

2.2 Quiet Enjoyment. Tenant, subject to the terms and conditions of this Agreement, upon payment of Rent, upon observing, keeping and performing all of its covenants and obligations under this Agreement, shall lawfully, peacefully and quietly have, hold and enjoy the Premises during the Term hereof without hindrance or ejection by any person lawfully claiming under Landlord.

2.3 Condition of Premises. Notwithstanding- any other provision to the contrary, Tenant has inspected "the Premises and accepts the same in its present "as is, where is" condition. Tenant agrees that Landlord has made no representation, warranty or inducement respecting the condition of the Premises to Tenant. Tenant's taking possession or occupying the whole or a portion of the Premises shall be deemed conclusive evidence of Tenant's acceptance of the Premises in satisfactory condition and in full compliance with all covenants and obligations of Landlord, if any, in connection therewith.



2.4 Condition at Surrender. At the expiration or sooner termination of this Agreement, Tenant shall surrender the Premises broom clean and in the same condition as when delivered by Landlord, or hereinafter improved by Tenant pursuant to Article VII, excepting depreciation caused by ordinary wear and tear, damage by Casualty, unavoidable accident or Act of God.

2.5 Access to Premises. Upon two (2) business days' notice to Tenant specifying the date and time of the proposed visit, Landlord and its agents shall have the right to enter and pass through the public areas of the Premises during business hours on business days (a) to examine the Premises and to show them to actual and prospective superior lessors, superior mortgagees, insurers or prospective purchasers, mortgagees or lessees of the Building, and (b) to make such repairs, alterations, additions and improvements in or to the Premises and in or to the building in which the Premises are located, or Landlord's facilities and equipment as Landlord is required to make. Landlord shall be allowed to take all materials into and upon the Premises that may be required in connection with any entry for repairs as set forth above, without any liability to Tenant and without any reduction of Tenant's covenants and obligations hereunder. Landlord shall use commercially reasonable efforts to minimize interference with the operation of Tenant's business. For any emergency repairs needed to the Premises, Landlord may enter the Premises at any time during normal business hours during business days to make such emergency repairs.

2.5.1 Keys, Locks & Codes. Due to Tenant's business, Landlord agrees and acknowledges that Landlord may not possess any keys, cards, or codes providing ingress/egress to the Premises. Tenant expressly acknowledges the potential safety implications related to its failure to provide Landlord with keys, cards, or codes providing ingress/egress to the Premises, as such Tenant must provide Landlord with the name and emergency contact information of the person responsible for responding to emergency access situations, such failure shall constitute an Event of Default. It is Tenant's responsibility to ensure that Landlord has current information for emergency contact at all times.

### ARTICLE III: TERM

3.1 Term. The term of this Agreement shall be for a period of five (5) years with two (2) five (5) year renewal options which shall commence on the Lease Commencement Date and shall terminate, without necessity of notice from either Party, on the Lease Termination Date, unless sooner terminated pursuant to any applicable provision of this Agreement ("Term").

3.2 Option to Extend. Tenant shall have the option to extend the Term of this Agreement through the exercise of a Renewal Option, as granted in Section 1.2.7, provided: (i) no Event of Default by Tenant under this Agreement shall exist and remain uncured at the time such option is exercised; (ii) Tenant is current on any and all other obligations to Landlord and the County pursuant to this Lease; and (iii) Tenant shall provide notice to Landlord of its exercise of such option, the Receipt of which shall occur no less than One Hundred Eighty (180) calendar days prior to the Lease Termination Date, as the same may have been extended pursuant to this Section 3.2; and (iv) approval is granted by the County Mayor and the FTA.

3.3 Termination. This Agreement shall terminate on the Lease Termination Date. Tenant hereby waives notice to vacate or quit the Premises and agrees that Landlord shall be entitled to the benefit of any and all provisions of law respecting the summary recovery of possession of the Premises from a tenant holding over to the same extent as if statutory notice had been given. Tenant hereby agrees that if it fails to surrender the Premises at the end of the Term, Tenant shall be liable to Landlord for any and all damages which Landlord shall suffer by reason thereof, and Tenant shall indemnify Landlord against all claims and demands made by any succeeding tenant.

3.4 Holding Over. If Tenant shall be in possession of the Premises after the expiration, or sooner termination, of the Agreement, the tenancy under this Agreement shall become a tenancy at sufferance, on a month-to-month basis, terminable by either Party upon notice thereof, Receipt of which shall occur no later than thirty (30) days prior to termination, and shall be subject to all terms and conditions contained in this Agreement as though the Term had been extended from month to month ("Holdover Period"). Such holding over shall not be deemed to operate as a renewal or extension of this Agreement, and nothing herein shall be interpreted to permit Tenant to retain possession of the Premises after the Lease Termination Date or sooner termination of this Agreement.

3.4.1 Holdover Rent. Notwithstanding the provisions of Section 3.4 to contrary, Tenant covenants to pay to Landlord, Rent adjusted as follows: (a) the Annual Base Rent payable hereunder for each month during the Holdover Period shall be two (2) times the monthly installment of the Annual Base Rent payable during the last month of the Term; and (b) all Additional Rent payable hereunder shall be prorated for each month during the Holdover Period.

#### ARTICLE IV: USE

4.1 Occupancy and Use. Tenant shall occupy the Premises on the Lease Commencement Date

and shall, hereafter, have the exclusive right, privilege and obligation to continuously operate and use the Premises for the Permitted Use. Without limiting the general prohibition of the foregoing sentence, Tenant covenants not to use, nor permit the use of, the Premises for any Prohibited Use. Landlord reserves the right to permit individuals or entities other than Tenant (i) to carry on the same business as is being carried on by Tenant at the Premises, or (ii) to sell the same products as are being sold by Tenant at the Premises, at any other location owned or operated by Landlord or its affiliates, including within the building at which the Premises is located.

4.2 Legal Compliance. Tenant shall comply with all applicable laws, ordinances (including zoning ordinances and land-use requirements), rules, regulations and orders of all Governmental Authorities and any other public or quasi-public authority having jurisdiction over the Premises or the business activities conducted herein, including particularly, but without limitation, those concerning the use, occupancy and condition of the Premises and all machinery, equipment and furnishings located therein, and of any insurance underwriting board or insurance inspection bureau having or claiming a jurisdiction or any other body exercising similar functions and of all insurance companies from time to time selected by Landlord to write policies of insurance covering the Building and its surrounding property and any business activity conducted therein or there-from. It is expressly understood that if any present or future law, ordinance, regulation or order requires an occupancy permit for the Premises, Tenant will obtain such permit at no cost to Landlord.

The Parties agree that this Agreement and its terms were not entered into as an inducement or payment for referral of patients by either party to the other. The amounts paid by Tenant to Landlord have been determined by the Parties, through good faith and arms-length bargaining, to be commercially reasonable and consistent with fair market value, and do not include any rebate, kickback, or other reduction in charge. The Parties agree to comply with all applicable laws, including, but not limited to, Stark and the Anti-Kickback statutes and regulations. The Parties further agree to restructure or amend this Agreement, if necessary, to facilitate such compliance.

4.3 Office Hours. Beginning on the Rent Commencement Date, Tenant covenants to open the Premises, fully fixture, stocked and staffed, and to conduct its business in such a manner as to transact the maximum volume of business in and at the Premises and shall keep the Premises open for business during Office Hours or any period in extension thereof, or such other hours as may be established by the Landlord from time to time, except during times of Approved Closings. Tenant agrees to pay to Landlord, as Additional Rent, an amount equal to One Hundred and No/100 Dollars (\$100.00) for each full hour that the Tenant fails to keep the Premises open for business during Office Hours, and

such failure to open is not due the Building being closed, Force Majeure or Approved Closings provisions of this Section 4.3 shall be in addition to any other remedy available to Landlord under this Agreement. Tenant shall not be in default of this Agreement for temporary closings in connection with main-tenancy or repairs, renovation or remodeling, inventories or other temporary closing in the normal course of business provided that Tenant is in Receipt of written consent from Landlord for such temporary closing, except in the event of an emergency, where Landlord consent is not required (collectively, "Approved Closings").

#### ARTICLE V: RENT, AUDITS & SECURITY

5.1 Rent: Rent Payments Due. Tenant covenants to pay to Landlord, as rent for the premises, the following: (a) Annual Base Rent; (b) Operating Charge; (d) Rent Escalator; and (e) Additional Rent (collectively, "Rent"), without any setoff, deduction, term and therefor. Except as may be otherwise provided herein, Tenant shall not pay any Rent, earlier than one (1) month in advance of the date on which it is due, and any Additional Rent which shall become due shall be payable with the next installment of Annual Base Rent.

5.1.1 Annual Base Rent. Tenant shall pay the Annual Base Rent in equal monthly installments in advance of the first day of each calendar month during the Term. The first such payment due under this Section 5.1.1 shall be prorated to include any period from the Rent Commencement Date to the first day of the first full calendar month to occur thereafter.

5.1.2 ATM Rent. INTENTIONALLY DELETED

5.1.3 Operating Charge. Tenant shall pay the Operating Charge, as stated in Section 1.2.16, in equal monthly installments in advance of the first day of each calendar month during the Term. The first such payment due under this Section 5.1.3 shall be prorated to include any period from the Rent Commencement Date to the first day of the first full calendar month to occur thereafter.

5.1.4 Rent Escalators. In addition to the Annual Base Rent, Tenant shall pay the Rent Escalator in equal monthly installments in advance of the first day of each calendar month during the Rental Years indicated in Section 1.2.14.

5.2 Annual Adjustments. Commencing on the first day of Rental Year 2 and then first day of each Rental Year to occur thereafter, (i) the Annual Base Rent; and (ii) the Operating Charge shall be

increased to an amount equal to the greater of: (a) the product of (i) the Annual Base Rent payable; and (ii) the Operating Charge payable, in the immediately preceding Rental Year multiplied by One and 02/100 (1.02); or (b) the product of (i) the Annual Base Rent payable; and (ii) the Operating Charge payable in Rental Year I multiplied by the CPI Escalator. All increases calculated pursuant to this Section 5.2 shall be rounded to the highest 01/100th Dollar (\$0.01).

Lease Space Rent will be adjusted in accordance to the square footage added to the current space during renovation of the existing space currently at 1230.645 square foot.

5.2.1 No Waiver: Survival. Any delay or failure of Landlord in computing the CPI Escalator or billing Tenant for the escalation of Annual Base Rent or Operating Charge shall not constitute a waiver of or in any way impair the continuing obligation of Tenant to pay such escalation of Annual Base Rent or Operating Charge. Tenant's obligation to pay the escalated Annual Base Rent and the Operating Charge pursuant to Section 5.2, shall continue and shall cover all periods up to the scheduled expiration or early termination of this Agreement.

5.2.2 Unavailability; Payments Due. In the event the CPI Escalator shall be unavailable at the time of annual adjustment, Tenant shall pay (i) the Annual Base Rent; and (ii) the Operating Charge as adjusted pursuant to calculation. (a) of Section until such time as the CPI Escalator becomes available, then and if in such event the Annual Base Rent adjusted pursuant to calculation (b) shall be greater, Tenant covenants to make a retroactive payment to Landlord equal to the difference between (i) the Annual Base Rent due from the date the first increase in Annual Base Rent became effective until the increase was finally computed; and (ii) the Annual Base Rent actually paid by Tenant from the date the increase became effective until the date such increase was finally computed.

5.3 Late Charges; Interest. If Tenant shall fail to pay any Rent when the same is due, Tenant shall be obligated to pay a late payment charge equal to five (5%) percent of any Rent payment not paid when due ("Late Charge") to reimburse Landlord for its additional administrative costs. Any Rent which is not paid when the same is due shall bear interest at the Default Rate from the first day due until paid.

5.4 ATM Sales. INTENTIONALLY DELETED

5.4.1 Exclusions. INTENTIONALLY DELETED

5.5 Statement of ATM Sales. INTENTIONALLY DELETED

5.5.1 Monthly Reports of ATM Sales. INTENTIONALLY DELETED

5.5.2 Annual Statements. INTENTIONALLY DELETED

5.5.3 Failure to Deliver. INTENTIONALLY DELETED

5.5.4 Form of Statements. INTENTIONALLY DELETED

5.6 Tenant Records. INTENTIONALLY DELETED

5.6.1 Audit Rights. At any time during the Term, and for a period of not more than three (3) years following the expiration or sooner termination of this Agreement, after advance notice of Tenant, the Landlord, its agents and accountants, shall have the right to make any examination, reproduction, or audit of those books and records: (a) maintained pursuant to Section 5.6; and (b) related to all matters of this Agreement and the tenancy created thereby.

5.6.2 Liability. INTENTIONALLY DELETED

5.7 Rent Payments; Delivery of Reports. Notwithstanding the provisions of Section 20.1, Rent and statements required by this Article V shall be paid and delivered, during normal business hours, or at such other place as Landlord may from time to time designate in a notice to Tenant, as follows:

5.7.1 Rent Payments. All payments of Rent shall be by check drawn on a United States bank, electronic wire transfer, or ACH payment, made payable to the "Department of Transportation and Public Works of Miami-Dade County, Florida," and delivered to Landlord at the following address:  
To the Landlord:

Miami-Dade County Department of Transportation and Public Works  
Attention: Chief, Right of Way, Utilities and Joint Development Division  
701 N.W. 1st Court, 15th Floor  
Miami, Florida 33136

5.7.2 Returned Checks. In the event a check, due pursuant to Section 5.7.1, is returned to Landlord as a result of nonsufficient funds or is otherwise uncollectable, then in addition to any other remedy available under this Agreement, Tenant shall pay to Landlord, as Additional Rent, an

administrative fee, the amount of which shall be the greater of (a) Fifty and No/100 Dollars (\$50.00); or (b) five (5%) percent of such returned check. Landlord may require Tenant to provide a certified or cashier's check upon the occurrence of any returned check.

5.7.3 Monthly & Annual Statements. All Statements shall be delivered to Landlord at the following Address:

LANDLORD:

Department of Transportation and Public Works  
Right of Way, Utilities and Joint Development Division  
701 N.W. 1st Court, 15th Floor  
Miami, Florida 33136

Attention: Chief,

5.8 Partial Rent Payments. Any payment by Tenant or acceptance by Landlord of a lesser amount than shall be due from Tenant to Landlord shall be treated as payment on account. The acceptance by Landlord of a check for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check, that such lesser amount is payment in full, shall be given no effect, and Landlord may accept such check without prejudice to any other rights or remedies which Landlord may have against Tenant.

5.9 Trade Fixtures. Due to Tenant's business, Landlord agrees and acknowledges that Landlord may not have a security interest in any safes, vaults, currency, monetary instruments, goods, inventory, equipment, trade fixtures, documents, records, computer hardware and software, and all personal property belonging to Tenant or its members which are or may be put into the Premises during the Term (collectively, the "Financial Property").

5.10 Security Deposit. Simultaneously upon the execution of this Agreement by Tenant, Tenant shall pay to Landlord the Security Deposit, the same to be held as security for performance by Tenant of all obligations imposed under this Agreement which Tenant is required to perform during the Term, and any extension thereof. If Tenant defaults in its payment of Rent or performance of any of its other obligations under this Agreement, and any renewals or extensions thereof, Landlord may, at its sole option and without any obligation, whether before or after enforcing its remedies against the Tenant under Article XIII hereof, retain, use, or apply the whole or any part of the Security Deposit to such extent, against any damages which Landlord may sustain by reason of Tenant's failure to perform such obligations, but such application shall not preclude Landlord from recovering greater damages if the same can be established. In no event shall

the Security Deposit serve as Advance Rent. If Landlord uses, applies, or retains all or any portion of the Security Deposit, Tenant shall restore the Security Deposit to its original amount within five (5) days of Receipt of written demand from Landlord. Tenant's failure to timely comply with the provisions of this Section 5.10 shall be an Event of Default. Except as may be required by applicable law, Landlord: (a) shall not be required to keep the Security Deposit separate from its own funds, and may commingle the Security Deposit with its own funds; (b) shall have no fiduciary responsibilities or trust obligations whatsoever with regard to the Security Deposit and shall not assume the duties of a trustee for the Security Deposit; and (c) shall not be required to keep the Security in an interest-bearing account. Provided that Landlord has determined, in its sole discretion, that Tenant has fully and faithfully complied with all the terms, provisions covenants, and conditions of this Agreement, and any modification, extension or renewal thereof, Landlord shall return any unused part of the Security Deposit to Tenant within a reasonable time following the expiration or earlier termination of the Agreement. The Security Deposit shall not be mortgaged or encumbered by Tenant, and neither Landlord nor its successors or assigns shall be bound by any such mortgage or encumbrance.

#### ARTICLE VI: TAXES AND IMPOSITIONS

6.1 Payment of Impositions. Tenant shall pay, or cause to be paid, all Impositions before they Become delinquent (i.e., before any penalty, fine or interest is added to the amount due, but without any requirement that the amount due be paid by any date which will take advantage of any discounts available for early payment). If by law any Imposition is payable or may, at the option of the taxpayer, be paid in installments (whether or not interest shall accrue on the unpaid balance of the Imposition), Tenant may pay the same (and any accrued interest on the unpaid balance of the Imposition) in installments, but same shall in all events be paid before they become delinquent. Landlord may require that Tenant's leasehold improvements be separately assessed by the Governmental Authority.

6.2 Taxes on Rent. Tenant acknowledges and agrees that the amounts set forth herein as Rent do not include any and all applicable sales/use tax. In addition to the payment of any other tax or Imposition as may be required herein, Tenant shall pay to Landlord any sales, excise and other tax levied, imposed or assessed by a Governmental Authority upon any Rent payable hereunder.

6.3 Proof of Payment. Tenant shall provide, or caused to be provided, to Landlord, within thirty (30) days of payment of any tax or Imposition, official receipts of the appropriate Governmental Authority, photocopies thereof or other proof of payment satisfactory to Landlord.



6.4 Tax Year Adjustments. For a Tax Year in which the Term commences or terminates, the provisions of Sections 6.1 and 6.2 shall apply, but Tenant's liability for any Imposition or other tax for such year shall be subject to a prorate adjustment based upon the number of days of such Tax Year falling within the Term.

## ARTICLE VII: TENANT IMPROVEMENTS

7.1 Tenant's Improvements. Tenant may, but shall not be required to, at its sole cost and expense, remodel the interior and exterior of the Premises at any time during the Term, consistent with the Tenant Improvement Plan, subject to Sections 8.4, 8.4.1 and 8.4.2 (to the extent such sections do not conflict with this Article VII), and in accordance with approved plans and specifications, using new and quality materials and equipment. Tenant shall remove, or cause to be removed, all debris and rubbish caused by the work performed hereunder no less than two (2) times per week and upon completion of such work, including all related temporary structures, debris and rubbish of whatever kind remaining in any part of the Building.

7.1.1 Commencement. Tenant agrees to apply for all necessary permits prior to performing Tenant improvements requiring a permit. Prior to commencement of any work under this Article VII, Tenant shall submit for Landlord's written approval: (a) such certificate(s) of insurance as required under Article XVII; (b) copies of such executed agreements required under Section 7.2; (c) work schedule; (d) projected costs; and (e) such Bonds as may be required pursuant to Article XVII. Landlord's approval of the Tenant Improvement Plan, or any plan or specification related thereto, shall not constitute an opinion or agreement by the Landlord that the plans and specifications of the improvements are structurally sufficient or in compliance with any laws, codes or other applicable regulations.

7.1.2 Completion and Landlord Approval. If Tenant improvements are made by Tenant, Tenant shall complete all improvements under this Article VII, before the deadline established in the Tenant Improvement Plan and approved by Landlord ("Improvement Deadline") and once completed deliver to Landlord a written notice certifying that such improvements are completed in accordance with the Tenant Improvement Plan, accompanied by (i) proof of satisfactory completion in a good and workmanlike manner of such improvements; (ii) all forms and supporting waivers and lien releases as required by Landlord from Tenant Contractors; and (iii) any other documentation which Landlord may reasonably require in connection with such improvements ("Improvements Completion Notice"). Within fourteen (14) days of its Receipt of the Improvements Completion Notice, Landlord shall inspect the Premises and deliver to Tenant a written notice of Landlord's approval, if approved, of such improvements ("Improvements Approval Notice").

7.1.3 Landlord Disapproval. If Landlord shall deliver written notice of its disapproval of such improvements, Tenant shall promptly proceed to correct any aspects of the Tenant Improvement Plan which Landlord shall have disapproved, and resubmit an Improvements Completion Notice pursuant to Section 7.1.2, and shall be further subject to the same review process.

7.1.4 Post-Construction Documents. No later than thirty (30) days following Tenant's Receipt of an Improvements Approval Notice, Tenant shall deliver to Landlord a complete set of "as-built" drawings and such other related documents as may be reasonably requested by Landlord. Such "as-built" drawings and other related documents shall become the property of Landlord, except to the extent of any intellectual property reflecting Tenant's trademarks, trade names or trade dress contained therein.

7.1.5 Miami-Dade County Prevailing Wages. The Board of County Commissioners established a Responsible Wages and Benefits requirement for minimum payment of specified wages to employees performing work on County construction contracts and privately funded construction on County owned land. Responsible Wages and Benefits applies to competitively bid construction contracts valued greater than \$100,000 as defined in the provisions of Miami-Dade County's Section 2-11.16 of the Code of Miami-Dade County. The rates paid shall be not less than those contained in the Wage and Benefits Schedule in effect as of January 1st of the year the work is performed. Workers must be paid the appropriate base rate and fringe benefits on the Wages and Benefits Schedule for the classification of work actually being performed without regard to skill. If you do not find a wage classification in the Wages and Benefits Schedule that describes the work actually being done, you must contact the Small Business Development for a determination.

#### COMPLIANCE WITH FEDERAL REGULATIONS

8.1 Lessee shall comply with all of the following statues, rules, regulations and orders to the extent that these are made applicable by virtue of the grant to Landlord under the Urban Mass Transportation Act of capital grant for Metrorail: requirements found in 49 CFR Part 26.7 binding the lessee or transferee not to discriminate based on race, color, national origin or sex; requirements found in 49 CFR Part 27.7 and 27.9 (b) and 37 binding the lessee or transferee not to discriminate based on disability and binding the same to compliance with the American with Disabilities Act with regard to any improvements constructed; and language contained in the Federal Transit administration Master Agreement dated October 1, 2017, particularly relating to conflicts of interest, debarment and suspension.

## ARTICLE XIII: DEFAULT

8.2 Events of Default. Any one or more of the following events shall constitute an "Event of Default:"

8.2.1 The failure of Tenant to pay any Rent or other sum of money within seven (7) days after the same is due hereunder; or the failure of Tenant to pay any other sum of money which failure is not cured within fifteen (15) days after the Receipt of Notice thereof from the Landlord.

8.2.2 The sale of Tenant's interest in the Premises under attachment, execution or similar legal process, or if Tenant is adjudicated as bankrupt or insolvent under any state bankruptcy or insolvency law or an order for relief is entered against Tenant under the Federal Bankruptcy Code and such adjudication or order is not vacated within ten (10) days.

8.2.3 The commencement of a case under the Federal Bankruptcy Code by or against Tenant or any guarantor of Tenant's obligations hereunder, or the filing of a voluntary or involuntary petition proposing the adjudication of Tenant or any such guarantor as bankrupt or insolvent, or the reorganization of Tenant or any such guarantor, or an arrangement by Tenant or any such guarantor with its creditors, unless the petition is filed or case commenced by a party other than Tenant or any such guarantor and is withdrawn or dismissed within thirty (30) days after the date of its filing.

8.2.4 The written admission of Tenant of its inability to pay its debt when due.

8.2.5 The appointment of a receiver or trustee for the business or property of Tenant or any such guarantor, unless such appointment shall be vacated within ten (10) days of its entry.

8.2.6 The making by Tenant of an assignment for the benefit of its creditors, or if in any other manner Tenant's interest in this Agreement shall pass to another by operation of law.

8.2.7 Default by Tenant in the performance or observance of any covenant or agreement contained herein (other than a default involving the payment of money), which default is not cured within fifteen (15) days after the Receipt of notice thereof from the Landlord, unless such default is of such nature that it cannot be cured within such fifteen (15) day period, in which case no Event of Default shall occur so long as Tenant shall commence the curing of the default within such fifteen (15) day period and shall thereafter diligently prosecute the curing of same; provided, however, if Tenant shall default in the performance of any such covenant or agreement contained herein two (2) or more times in any twelve (12) month period, then notwithstanding that each of such defaults shall have been cured by Tenant, any further similar default in the same twelve (12) month period shall be deemed an Event of Default without the ability to cure.

8.2.8 The vacation or abandonment of the Premises by Tenant (by reason other than Force Majeure, fire or Casualty or tenant improvements being made in accordance with the terms of this Lease) at any time following delivery of possession of the Premises to Tenant.

8.2.9 The failure of Tenant to complete the improvements pursuant to the Tenant Improvement Plan, or failure of Tenant to deliver to Landlord the Improvements Completion Notice, prior to the within thirty (30) days following completion of the tenant improvements.

8.2.10 Tenant becomes a Restricted Entity.

8.2.11 Tenant fails to maintain the Insurance Requirements, following fifteen (15) days following Receipt of notice from Landlord.

8.2.12 The occurrence of any other event described as constituting an "Event of Default" elsewhere in this Agreement.

8.2.13 Remedies. Upon the occurrence of an Event of Default, the Landlord, without notice to Tenant in any instance (except where expressly provided for below or by applicable law) may do any one or more of the following:

8.2.14 with or without judicial process, enter the Premises and take possession of any and all goods, inventory, equipment, fixtures and all other personal property of Tenant (except for Financial Property), which is or may be put into the Premises during the Term, whether exempt or not from sale under execution or attachment (it being agreed that said property, except for Financial Property shall at all times be bound with a lien in favor of Landlord and shall be chargeable for all Rent and for the fulfillment of the other covenants and agreement herein contained), and Landlord may sell all or any part thereof at public or private sale. Tenant agrees that fifteen (15) days prior notice of any public or private sale shall constitute reasonable notice. The proceeds of any such sale shall be applied, first, to the payment of all costs and expenses of conducting the sale or caring for or storing said property (including reasonable attorneys' fees); second, toward the payment of any indebtedness, including without limitation indebtedness for Rent, which may be or may become due from Tenant to Landlord; and third, to pay Tenant, on demand, any surplus remaining after all indebtedness of Tenant to Landlord has been fully paid;

8.2.15 Perform on behalf, and at the expense, of Tenant, any obligation of Tenant under this Agreement which Tenant has failed to perform and of which it is in Receipt of Landlord's notice thereof,

the cost of such performance by Landlord plus an administrative fee equal to fifteen (15%) percent of such costs, together with interest thereon at the Default Rate from the date of such expenditure, shall be deemed Additional Rent and shall be payable by Tenant to Landlord upon demand. Notwithstanding the provisions of this Section 13.2.2 and regardless of whether an Event of Default shall have occurred, the Landlord may exercise the remedy described in this Section 13.2.2 without any notice to Tenant if the Landlord, in its good faith judgement, believes it would be materially injured by failure to take rapid action or if the unperformed obligation of Tenant constitutes an emergency;

8.2.16 Draw upon and apply or retain the whole or any part of the Letter of Credit, if any, for the payment of any sum as to which Tenant is in default, or that Landlord may expend or may be required to expend by reason of Tenant's default. Notwithstanding any other provision to the contrary, Landlord shall not be required to notify Tenant, as a precondition to drawing on the Letter of Credit. No draw by Landlord shall be deemed to be a waiver of any other rights or remedies available to Landlord under this Agreement, or at law or in equity;

8.2.17 Elect to terminate this Agreement and the tenancy created hereby by giving notice of such election to Tenant, and reenter the Premises, without the necessity of legal proceedings, and remove Tenant and all other persons and property from the Premises, and may store such property in a public warehouse or elsewhere at the cost of and for the account of Tenant without resort to legal process and without Landlord being deemed guilty of trespass or becoming liable for any loss or damage occasioned thereby; or exercise any other legal or equitable right or remedy which it may have. Any costs and expenses incurred by Landlord (including, but not limited to, reasonable attorneys' fees) in enforcing any of its rights or remedies under this Agreement shall be deemed to be Additional Rent and shall be paid to the Landlord by Tenant upon demand.

9.1 Damages. in the event this Agreement is terminated by Landlord pursuant to Section 13.2, Tenant nevertheless shall remain liable for (a) any Rent and damage which may be due or sustained prior to such termination, all reasonable costs, fees and expenses including, without limitation, reasonable attorneys' fees, costs and expenses incurred by Landlord in pursuit of its remedies hereunder, or in renting the Premises to others from time to time (collectively, "Termination Damages"), and (b) additional damages which, at the election of Landlord, shall be either:

i) an amount equal to the Rent which, but for the termination of this Agreement, would have become due during the remainder of the Term, payable in one lump sum on demand and shall bear interest

at the Default Rate until paid; or (ii) an amount equal to the present worth (as of the date of such termination) of Rent which, but for the termination of this Agreement, would have become due during the remainder of the Term, less the fair rental value of the Premises, as determined by an independent real estate appraiser named by Landlord, in which case such damages shall be payable to Landlord in one lump sum on demand and shall bear interest at the Default Rate until paid. For purposes of this paragraph, "present worth" shall be computed by discounting such amount to present worth to a discount rate equal to one percentage point above the discount rate for primary credit then in effect at the Federal Reserve Bank nearest to the Building. If such termination shall take place after the expiration of two or more Rental Years, then, for purposes of computing such additional damages, the Rent payable with respect to each Rental Year following termination (including the Rental Year in which such termination shall take place) shall be conclusively presumed to be equal to the average Rent payable with respect to each complete Rental Year preceding termination. If such termination shall take place prior to the expiration of two Rental Years, then, for purposes of computing the additional damages, the Rent payable with respect to each Rental Year following termination (including the Rental Year in which such termination shall take place) shall be conclusively presumed to be equal to twelve (12) times the average monthly payment of Rent due prior to such termination, or if no Rent shall have been payable during such period, then the Rent for each year of the unexpired Term shall be conclusively presumed to be a sum equal to twenty five (25%) percent of the Annual Base Rent due and payable during such unexpected Term. Termination Damages shall be due and payable on demand by Landlord following any termination of this Agreement pursuant to Section 13.2. All other additional damages shall be due and payable at the times set forth herein.

9.2 No Limit on Damages. Nothing contained in this Agreement shall limit or prejudice the right of Landlord to prove for and obtain, in proceedings for the termination of this Agreement by reason of bankruptcy or insolvency, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, the damages are to be proved, whether or not the amount be greater, equal to, or less than the amount of the loss or damages referred to above. The failure or refusal of Landlord to relet the Premises or any part or parts thereof shall not release or affect Tenant's liability for damages, provided that Landlord agrees to use commercially reasonable efforts to relets to a tenant with the same or better financial standing.

9.3 Relet of Premises. If this Agreement is terminated pursuant to Section 13.2, Landlord shall use commercially reasonable efforts to relet the Premises or any part thereof, alone or together with other premises, for such term or terms (which may be greater or less than the period which otherwise would have constituted the balance of the Term) and on such terms and conditions (which may include concession or

free rent and alterations of the Premises) as Landlord, in its sole discretion, may determine, but Landlord shall not be liable for, nor shall Tenant's obligations hereunder be diminished by reason of, any failure by Landlord to relet the Premises or any failure by Landlord to collect any rent due upon such re-letting.

9.4 Bankruptcy Remedies. In addition to Landlord's rights and remedies established by law or set forth elsewhere in this Agreement, including without limitation Section 13.2, upon the occurrence of any event described in Section 13. and Section 1.3; Landlord shall have the following rights and remedies with respect to Tenant or Tenant as debtor-in-possession or the trustee appointed in any such proceeding (collectively, and for purposes of this Section 13.4 only, "Tenant").

9.4.1 Within twenty (20) days of the occurrence of any event described in Sections 13.1.2 and 13.1.3, Tenant shall deposit with Landlord or a financial institution reasonably acceptable to Landlord, a sum equal to three (3) months' Rent for the Premises, to be utilized by Landlord as partial adequate assurance of the complete and continuous future performance of Tenant's obligations hereunder.

9.4.2 All provisions of this Agreement governing the payment of interest and late charges are fully applicable to all Rent accruing during any event described in Sections 13.1.2 and 13.1.3.

9.4.3 If Tenant assumes this Agreement and proposes to assign the same (pursuant to the Federal Bankruptcy Code) then notice of such proposed assignment, setting forth (i) the name and address of such person, (ii) all of the terms and conditions of such offer, and (iii) the adequate assurance to be provided to Landlord including, without limitation, the assurance referred to in Section 365(b)(3) of the Federal Bankruptcy Code, must be provided to Landlord no later than thirty (30) days prior to the date that Tenant shall make application to such court for approval to enter into such assignment and assumption, and Landlord shall thereupon have the prior right and option, to be exercised by notice to Tenant given at any time prior to the effective date of such proposed assignment, to accept, or to cause Landlord's designee to accept, an assignment of this Agreement upon the same terms and conditions and for the same consideration, if any, as the bona fide offer made by such person less any brokerage commissions which may be payable out of the consideration to be paid by such person for the assignment of this Agreement.

9.4.4 If Tenant assumes this Agreement and proposes to assign the same, and Landlord does not exercise its option pursuant to Section 13.4.3, in addition to all of Landlord's rights and remedies established by law or set forth elsewhere in this Agreement, Tenant hereby agrees that:

(i) such assignee shall assume in writing on Landlord's standard form all of the terms, covenants and conditions of this Lease and such assignee shall provide Landlord with assurances satisfactory to Landlord that it has the experience in operating stores having the same or substantially similar uses as the Permitted Use, in similar number of total stores and in the same general geographic area as Tenant prior to the commencement of any even described in Sections 13.1.2 and 13.1.3, in first-class projects, sufficient to enable it so to comply with the terms, covenants and conditions of this Agreement and successfully operate the Premises without diminution in sales;

(ii) such assignee shall, at Landlord's discretion, pay to Landlord or post to Landlord's benefit and unconditional letter of credit in an amount equal to six (6) months' Rent under this Agreement; and

(iii) if such assignee makes any payment to Tenant, or for Tenant's account, for the right to assume this Agreement (including, without limitation, any lump sum payment, installment payment or payment in the nature of rent over and above the Rent payable under this Agreement), Tenant shall pay over to Landlord one-half ( 1/2) of any such payment.

9.4.5 All Rent shall be deemed "rent reserved" under this Agreement for purposes of any claim made by Landlord, including without limitation, claims pursuant to Section 502(b)(6) of the Federal Bankruptcy Code.

9.4.6 All reasonable costs and fees of attorneys and other professionals expended by Landlord as a result of any of the events described in Section 13.1.2 and 13.1.3 or in this Section shall be repaid to Landlord by Tenant upon demand.

#### ARTICLE XIV: SUBORDINATION & ATTORNMENT

9.5 Subordination. Tenant's right under this Agreement are and shall remain subject and subordinate to the operation and effect of any lease of land and building to Landlord involving the Premises, whether the same shall be in existence at the date hereof or created hereafter, and the party or parties having the benefit of the same, provided, however that such lessor agrees to not disturb Tenant's rights under this Agreement. Tenant's acknowledgment and agreement of subordination provided for in this Section 14.1 are self-operative and no further instrument of subordination shall be required; however, Tenant shall



execute such further assurances as may be reasonably requested by Landlord, such other party or parties in interest provided such assurances provide for non-disturbance of Tenant's rights under this Agreement.

10.1 Attornment. If any person shall succeed to all or part of Landlord's interest in the Premises, whether by purchase, foreclosure, deed in lieu of foreclosure, power of sale, termination of lease or otherwise, and if so requested or required by such successor in interest, Tenant shall attorn to such successor in interest and shall execute such agreement in confirmation of such atonement as such successor in interest shall reasonably request, provided such successor in interest agrees to assume all of Landlord's obligations under this Lease occurring subsequent to its succession and provided that such successor in interest provides a non-disturbance agreement to Tenant. If such successor in interest is a party in interest as contemplated in Section 14.1, Tenant agrees that any claim it may have against Landlord relating to any event occurring before the date of attornment may not be asserted against the successor in interest nor may Tenant offset the amount of any such claim against Rent payable hereunder, provided that the successor in interest will be obligated to correct any conditions that existed as of the date of attornment which violate the successor's obligations as landlord under this Agreement and provided that the successor in interest shall be obligated to correct any conditions and be liable for any claims that Tenant asserted in an estoppel certificate Tenant provided to Landlord pursuant to Section 20.16 here of, which Landlord requested relating to such successor in interest.

#### ARTICLE XV: DAMAGE AND DESTRUCTION

10.2 Landlord's Obligations. If the Premises shall be damaged by fire, the elements, accident or other casualty (individually and collectively, "Casualty"), then, subject to the provisions of Section 15.2, Landlord shall in a reasonably prompt manner cause such damage to be repaired. All such repairs shall be made at the expense of Landlord; provided, however, that Landlord shall not be liable for interruption to Tenant's business or for damage to or replacement or repair of Tenant's personal property (which shall include, without limitation, inventory, trade fixtures, furniture and other property removable by Tenant under the provisions of this Agreement or to any leasehold improvements-installed in the Premises by or on behalf of Tenant, all of which damage, replacement or repair shall be undertaken and completed by Tenant promptly.

10.2.1 Casualty Prevention. In its sole discretion, and solely for purposes of preventing damage to, or destruction of, the Building (including the Premises), Landlord may employ, or cause to be employed, any method of Casualty Prevention (including, without limitation, the deployment of flood

barrier protection systems, hurricane defense systems, etc.). Landlord shall provide Tenant with reasonable notice prior to its use of any Casualty Prevention, provided however, that if in its good faith judgment, Landlord believes it would be materially injured by failure to take rapid action in response to an emergency, Landlord may exercise its rights under this Section 15.1.1 without any notice to Tenant.

The rights granted to Landlord hereby shall not be construed as an obligation to the exercise thereof. Landlord disclaims any warranty (express or implied) as to the fitness of any Casualty Prevention it may employ to protect against any damage or any destruction to any property or improvement. In no event shall Landlord be liable to Tenant for any damage to, or destruction of, Tenant's personal property or leasehold improvements caused by any Casualty which may have otherwise been prevented but for a failure of Landlord's Casualty Prevention, regardless of whether such failure is, or is alleged to be, caused in whole or in part (whether joint, concurrent or contributing) by any act, omission, default or negligence (whether active or passive) of Landlord.

11.1 Option to Terminate Agreement. Landlord may elect to terminate this Agreement if the Premises are (a) rendered wholly un-tenantable, or (b) damaged as a result of any cause which is not covered by Landlord's insurance, or (c) damaged or destroyed in whole or in part during the last three (3) years of the Term, or if Landlord's Building or the individual building in which Tenant is located is damaged to the extent of fifty (50%) percent or more of the leasable floor area contained therein, by giving to Tenant notice of such election, Receipt of which shall occur no later than ninety (90) days after the occurrence of such event.

Tenant may elect to terminate this Agreement if (d) the Premises are damaged in whole or in part and are thereby rendered wholly un-tenantable for a period of time exceeding ninety (90) days during the last three (3) years of the Term, by giving Landlord written notice of such termination, Receipt of which shall occur no later than one hundred (100) days after the date of such Casualty; or (e) Landlord does not commence to repair, restore or rebuild the Premises within nine (9) months after the occurrence of any such Casualty, by giving Landlord written notice of such termination, Receipt of which shall occur no later than thirty (30) days after the expiration of said period and provided Landlord does not commence to repair the Premises within thirty (30) days of Receipt of said notice.

In the event this Agreement is terminated pursuant to this Section 15.2, the Parties will be relieved of all obligation under this Agreement except those obligation occurring or accruing prior to the date of such termination, and Rent shall be adjusted as of such termination date.

12.1 Demolition of the Building. In addition to Landlord's termination rights escribed in Section 15.2, if the Building or the individual building in which the Premises are located shall be so substantially damaged that it is reasonably necessary, in Landlord's sole judgment to demolish same for the purpose of reconstruction, Landlord may demolish the same, Following notice to Tenant, in which even the Rent shall be abated to the same extent as if the Premises were rendered un-tenantable by a Casualty.

13.1 Insurance Proceeds. If Landlord does not elect to terminate this Agreement pursuant to Section 15.1, Landlord shall disburse and apply any insurance proceeds received by Landlord to the restoration and rebuilding of the Building in accordance with Section 15.1 hereof. Except as may be otherwise provided herein, all insurance proceeds payable with respect to the Premises shall belong to and shall be payable to Landlord and shall be applied toward the restoration of the Premises to substantially the same condition as existed prior to such damage.

#### ARTICLE XV I: CONDEMNATION

14.1 Effect of Taking. If any part of the Premises shall be taken under the power of eminent domain, this Agreement shall terminate on the date Tenant is required to yield possession thereof. If twenty (20%) percent or more of the Building Floor Area, or of the individual building in which the Premises are located is so taken, then Landlord may elect to terminate this Agreement as of the date on which possession thereof is required to be yielded to the condemning authority, by giving notice of such election, Receipt of which shall occur no later than ninety (90) days after such date. If any notice of termination is given pursuant to this Section 16.1, this Agreement and the rights and obligation of the Parties hereunder shall cease as of the date of such notice and Rent shall be adjusted as of the date of such termination.

14.2 Condemnation Awards. All compensation awarded for any taking of the Premises, or the Building, or any interest in any of the same, shall belong to and be the property of Landlord, Tenant hereby assigning to Landlord all rights with respect thereto; provided, however, nothing contained herein shall prevent Tenant from applying for reimbursement from the condemning authority for moving expenses, or the expense of removal of Tenant's trade fixtures, or loss of Tenant's business good will, but only if such action shall not reduce the amount of the award or other compensation otherwise recoverable from the condemning authority by Landlord. Notwithstanding the foregoing, Landlord shall pay Tenant that portion of any net (of collection expenses) award or payment received by Landlord attributable to the unamortized value of Tenant's leasehold improvements, erected at Tenant's expense in the Premises, if

permitted by law, based on straight in depreciation from Installation until the Lease Termination Date, to the extent such funds are so permitted to be paid. In order to give effect to the immediately preceding sentence, Tenant shall give, and the Landlord shall be in Receipt of, within sixty (60) days after receipt of notice from Landlord requesting same, a written statement as to the value of its lease hold improvements (excluding any cash allowances or monies contributed by Landlord to Tenant).

#### ARTICLE XVI: INSURANCE, BONDS & INDEMNIFICATION

15.1 Insurance. Upon Tenant's occupying the Premises, throughout the construction of Tenant's improvements pursuant to Article V. and Tenant's alterations, and throughout the term of this Agreement and any extension thereof, Tenant shall maintain the following insurance ("Insurance Requirements"):

15.1.1 Public Liability. Public Liability Insurance on a comprehensive basis and Contractual Liability in an amount not less than One Million and No/100 Dollars (\$1,000,000.00); not less than Three Million and No/100 Dollars (\$3,000,000.00) aggregate per occurrence for bodily injury; and One Hundred Thousand and No/100 Dollars (\$100,000.00) per occurrence for property Damage.

15.1.2 Automobile. Automobile liability, and hired vehicles with limits of not less than one Million and No/ 100 Dollars (\$1,000,000.00) per occurrence of bodily injury; and one Hundred Thousand and No/100 Dollars (\$100,000.00) per occurrence for property damage.

15.1.3 Workmen's Compensation. Workmen's compensation insurance as required by Chapter 440, Florida Statutes.

15.1.4 Business Interruption. Business interruption insurance (also known as business income protection, profit protection, or out-of-business coverage) which provides Tenant with funds to make up the difference between its normal income and its income and to provide for payment of rent during a forced shutdown.

The insurance required shall include those classifications as listed in Standard Liability Manuals which most nearly reflect the operations of Tenant under this Agreement.

15.2 Tenant's Contractor's Insurance. Tenant shall provide or cause any contractor of Tenant to provide Builder's Risk Insurance during any construction required in connection with the Premises and shall insure the Premises for fire, extended coverage and vandalism and malicious mischief in the full insurable value of the Premises. In the event of loss, the proceeds shall be made available to Landlord for repair of the

damage Premises. Tenant shall carry the insurance on the improvements made to the Premises in the name of the Landlord and in an amount not less than their full insurable value until the complete amortization of all improvements permanently affixed to the Premises.

15.3 Approved Insurers. All insurance policies and surety bonds required under this Agreement shall be issued by companies authorized to do business under the laws of the State of Florida, and have a financial rating of at least twelve (12) in accordance with the latest edition of A.M. "Best's rating guide on a scale of one UT through fifteenth (15).

15.4 Insurance Certificates. Tenant shall furnish certificates of insurance to Landlord prior to the commencement of operations, which certificates shall clearly indicate that Tenant has obtained insurance in the type, amount and classification as required for strict compliance with this Agreement, and that no material change or cancelation of the insurance shall be effective without thirty (30) days prior written notice to Landlord. Landlord shall be named additional insured in policies of insurance required by this Article XVII. Landlord reserves the right to reasonably amend the Insurance Requirements by the issuance of notice, in writing to Tenant. Compliance with the foregoing requirement shall not relieve Tenant of its liability and obligations under any other provision of this Agreement.

15.5 Bonds. A minimum of ten (10) days before Tenant commences any construction work related to any portion of the Project or any materials are purchased from a supplier, Tenant shall execute and deliver to Landlord and record in the public records of the County, a payment and performance bond equal to the total cost of the construction of the Project. Each payment and performance bond shall be in compliance with all applicable laws including the terms of Section 255.05 of the Florida Statutes, including but not limited to, the requirements of Sections 255.05(1) (a) and (c), Section 255.05(3) and Section 255.05(6), and shall name the County and Tenant beneficiaries thereof as joint obligees.

15.6 Alternate Security Alternatively to the above described payment and performance bond, the Tenant may provide security to Landlord (Alternate Security) in the following manner:

- (a) Provide the Landlord with a certified check that Landlord may deposit into a County-controlled bank account (escrow account) or an irrevocable letter of credit in a form and in an amount that is acceptable to the Landlord to remain in place until evidence reasonably satisfactory to the Landlord is submitted to demonstrate that all contractors and material suppliers performing any work on and/or supplying any materials for the Project have been paid in full and a Certificate of Occupancy has been issued for the Project; and

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

(c) Require each prime contractor hired by Tenant to perform work and/or make improvements on the Project to provide a payment bond with a surety insurer authorized to do business in the State of Florida as a surety in an amount not less than 100% of its respective contract in a form acceptable to the Landlord to secure the completion of the Project free from all liens and claims of sub-contractors, mechanics, laborers and materialmen and shall name the County as an additional obligee and payee and shall meet the specifications set forth below; and

(d) The Alternative Security and bonds required above shall comply with the requirements of Section 255.05 of the Florida Statutes.

If Tenant provides the Alternative Security, Tenant shall also comply with the following obligations:

(e) Obtain a conditional release of lien from each of its prime contractor(s) at the time each progress payment is made;

(f) Obtain an unconditional release of lien from each of its prime contractor(s) within five (5) business days after payment is made; and

(g) In the event of Tenant's contractor(s) claim non-payment(s) and/or, fail to timely provide unconditional releases of lien within the timeframe stipulated, Landlord reserves the right but not the obligation to:

(i) Reduce the amount(s) in question from the cash deposit(s) or security posted until the claim(s) is/are liquidated; or

(ii) Appropriate funds for such payment(s) from any cash deposit(s) of security posted and make payment(s) directly to claimant(s).

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

15.7 Indemnification. Tenant shall indemnify, defend and hold harmless Landlord, the County, and their respective Trustees, Commissioners, medical staff, officers, employees, agents and instrumentalities (individually and collectively, "Indemnitees") from and against all loss, costs, penalties, fines, damages, claims, liabilities or expenses (including without limitation, attorneys' fees and costs through litigation and all appeals) ( collectively, "Liabilities") by reason of any injury to, or death of, any person or damage to, or destruction or loss of, any property arising out of, or resulting from, or in connection with (i) the performance or non-performance of this Agreement which is or is alleged to be directly or indirectly caused, in whole or in part , by any act, omission, default or negligence (whether active or passive) of Tenant or Tenant Representatives, or (ii) the failure of Tenant to comply with any of the terms of this Agreement or the failure of Tenant to comply with any applicable statutes, ordinances, or other regulations or requirements of any Governmental Authority in connection with the performance of this Agreement. Tenant expressly agrees to indemnify, defend and hold harmless the indemnitees from and against all Liabilities which may be asserted by an employee or former employee of Tenant, or any of its contractors, subcontractors, as provided above, for which the Tenant's liability to such employee or former employee would otherwise be limited to payments under state Workers' Compensation or similar law.

Tenant further acknowledges that, as lawful consideration for being granted a lease to utilize and occupy the Premises, Tenant, on behalf of itself, its agents, invitees and employees, does hereby release from any legal liability the Indemnitees, from any and all claims for injury, death or property damage resulting from Tenant's use of the Premises.

15.8 Landlord Limited Liability. Landlord shall not be liable to Tenant, or to those claiming through Tenant, for any loss or damage which may result from (a) the acts or omissions of person occupying space in any part of the Building, or their agents, employees, contractors or invitees or (b) from the breaking, bursting, stoppage or leaking of electrical cable and wires, or water, gas, sewer or steam pipes. Tenant acknowledges that its use of the Premises and the Building is at its own risk, except for the negligence of Landlord or failure of Landlord to perform its obligations pursuant to this Lease.

15.9 Increased Premiums. Tenant will not do or suffer to be done, or keep or suffer to be kept, anything in, upon or about the Premises which will violate Landlord's policies of hazard or liability insurance or which will prevent Landlord from procuring such policies in companies acceptable to the Risk Administrator. If anything done, omitted to be done or suffered by Tenant to be kept in, upon or about the Premises shall cause the rate of insurance on the Premises or on other property of Landlord, or of others within the Building to be increased beyond the minimum rate from time to time applicable to the Premises

or to any such property for the use or uses made thereof, Tenant will pay, as Additional Rent, the amount of such increase upon Landlord's demand.

#### TITLE SIX (VI) COMPLIANCE (CIVIL RIGHTS ACT OF 1964)

15.10 During the performance of this Agreement, "Tenant," for itself, its assignees and successors in interest (hereinafter referred to as "Permittee"), agrees to the followings: Compliance with Regulations: Permittee shall comply with the regulations relative to nondiscrimination in federally-assisted programs title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Lease Agreement.

#### COMPLIANCE WITH FEDERAL REGULATIONS

15.11 Lessee shall comply with all of the following statues, rules, regulations and orders to the extent that these are made applicable by virtue of the grant to Landlord under the Urban Mass Transportation Act of capital grant for Metrorail:

- (a) requirements found in 49 CFR Part 26.7 binding the lessee or transferee not to discriminate based on race, color, national origin or sex;
- (b) requirements found in 49 CFR Part 27.7 and 27.9 (b) and 37 binding the lessee or transferee not to discriminate based on disability and binding the same to compliance with the American with Disabilities Act with regard to any improvements constructed;
- (c) and language contained in the Federal Transit administration Master Agreement dated October 1, 2017, particularly relating to conflicts of interest, debarment and suspension.

#### ADDITIONAL PROVISIONS

##### 1. Mechanic's Materialmen's and Other Liens

Tenant agrees that it will not permit any mechanic's materialmen's and/or other liens to stand against the Premises for work or materials furnished to Permittee; it being provided, however, that Permittee shall have the right to contest the validity thereof. Tenant shall immediately pay any judgement or decree rendered against Tenant or County property with all proper costs and charges and shall cause any such lien to be released off record without cost to County.

##### 2. Non-Discrimination

During the performance of this Agreement, Developer/Contractor agrees to not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin,



six, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression, status as victim or domestic violence, dating violence or stalking, or veteran status, and on housing related contracts the source of income, and will take affirmative action to ensure that employees and applicants are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rate of pay for other forms of compensation and selection for training or retraining, including apprenticeship and on the job training. By entering into this Agreement, the Developer/Contractor attests that it is not in violation of the American with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No.: R-385-95. If the Developer/Contractor or any owner, subsidiary or other firm affiliated with or related to the Developer/Contractor is found by the responsible enforcement agency or the County to be in violation of the Resolution, such violation shall render this Agreement void. This Agreement shall be void if the Developer/Contractor submits a false affidavit pursuant to this Resolution or the Developer/Contractor violates the Act or the Resolution during the term of this Agreement, even if the Developer/Contractor was not in violation at the time it submitted its affidavit.

3. County as Sovereign It is expressly understood that notwithstanding any provision of this Lease Agreement and County's status thereunder:

- (a) County retains all of its sovereign prerogatives and rights as a county under Florida laws, and shall in no way be stopped from withholding or refusing to issue any approvals of application for building, zoning, planning, operation, or development under present or future laws and regulation of whatever nature applicable to the planning, designing, construction and or development of the premises, or the operation thereof, or be liable of the same; and
- (b) County shall not by virtue of this Lease Agreement be obligated to grant Tenant any approvals of applications for planning or development under present or future laws and ordinances of whatever nature applicable to the planning, design, construction, development and/or operation of the Premises. Moreover, in no event shall a failure of County to accept any request or application of Tenant for any permit, license, zoning or other governmental matter be construed as a breach of this Lease Agreement.
- (c) Nothing in this Lease Agreement shall be construed as altering or impacting in any way /county's severing immunity under Florida Status Section 768.28 and the protections and limitations afforded thereunder.

ARTICLE XVIII: WARRANTIES & REPRESENTATIONS

16.1 Tenant's Representations. Tenant makes the following representations to Landlord:

(a) Tenant is duly organized and validly existing under the laws of its state of organization and has full power and capacity to carry on its business as presently conducted, and to perform its obligations under his Agreement.

(b) INTENTIONALLY DELETED

(c) Tenant's execution, delivery and performance of this Agreement have been duly authorized by all necessary legal actions and does not and shall not conflict with or constitute a default under any indenture, agreement or instrument to which Tenant is a party or by which Tenant may be bound or affected, except for such approvals required by this Agreement.

(d) The Agreement constitutes The Agreement constitutes the valid and binding obligation of Tenant, enforceable against Tenant and its successors and assigns, in accordance with their respective terms, subject to bankruptcy, insolvency and other similar laws affecting the rights of creditors generally.

(e) Tenant is not, directly or indirectly, engaging, instigating or facilitating this transaction nor acting for or on the behalf of, any restricted Entity.

(f) Neither the selection of Tenant, nor the terms of this Agreement, are conditioned on Landlord and Tenant (i) making referrals to the other; (ii) being in a position to make or influence referrals to the other; or (iii) otherwise generating business for the Landlord.

(g) Tenant has not (i) employed or retained; or (ii) offered to pay, paid, or agreed to pay, any natural person, firm, partnership, association, corporation, Limited Liability Company, trust, public body, authority, governmental unit or other entity employed by Landlord in exchange for this Agreement.

16.2 Landlord's Representations. Landlord makes the following representation to Tenant:

(a) Landlord is well seized of the Building, together with all buildings, improvements, facilities and fixtures, and that Landlord has full right and authority to enter into this Agreement

and perform the obligations of Landlord hereunder.

(b) Land lord is not, directly or indirectly, engaging, instigating or facilitating this transaction, nor acting for or on the behalf of, any Restricted Entity.

#### ARTICLE XIX: ADVERTISING & OTHER MARKETING

16.3 Landlord Advertising. Landlord shall have the option to formulate and carry out an ongoing program for the promotion of the Building, which program may include, without limitation, special events, shows, displays, signs, marquees, decor, seasonal events, institutional advertising for the Building, promotional literature to be distributed with the Building (less the Premises) and other activities within the Building designed to attract customers. In marketing the Building, Landlord shall have the right to name Tenant's business in the Building.

#### ARTICLE XX: MISCELLANEOUS

17.1 Notices. Any notice, request, demand, approval or consent given or required to be given under this Agreement shall be in writing and shall be deemed to have been given as follows ("Receipt"):

17.1.1 Notices to Landlord. If intended for the Landlord, except as provided in Section 8.1 hereinabove, on the fifth (5th) day following the day on which the same shall have been mailed by United States registered or certified mail or express mail, return receipt requested, with all postage charges prepaid, addressed to:

To the Landlord:            Department of Transportation and  
   Public Works of Miami-Dade  
   701 N.W. 1st Court 15th Floor  
   Miami, FL 33136

17.1.2 Notices to Tenant. If intended for the Tenant, upon the earlier to occur of (a) the fifth (5th) day following the day on which the same shall have been mailed by United States registered or certified mail or express mail, return receipt requested, with all postal charges prepaid, addressed to Tenant at the Tenant Notice Address provided that such receipt is within Office Hours, otherwise, actual receipt shall be the next ensuing Office Hours in which the Tenant is open for

business, (b) actual receipt at the Tenant Notice Address, and in the event more than one copy of such notice shall have been sent or delivered to Tenant, the first actually received shall control for the purposes of this circumstance (b); or (c) the date such notice shall have been affixed to the primary entrance door of the Premises, provided that such affixation is within Office Hours, otherwise, actual receipt shall be the next ensuing Office Hours in which the Tenant is open for business.

17.1.3 Address Changes. The Parties may, at any time, change its address for purposes of this Section by sending a notice to the other party stating the change and setting forth the new address.

18.2 Entire Agreement. This instrument constitutes the sole and only agreement of the Parties, and correctly sets forth the rights, duties, and obligations of the Parties. There are no collateral or oral agreements or understandings between the Parties relating to the Agreement. Any promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. This Agreement shall not be modified in any manner except by an instrument in writing executed by the Parties.

18.3 Successors. This Agreement shall inure to the benefit of and be binding upon Landlord, its successors and assigns, and shall be binding upon Tenant, its successors and assigns and shall inure to the benefit of Tenant and only such assigns and subtenant of Tenant to whom the assignment of this Agreement or the subletting of the Premises by Tenant has been consented to by Landlord as provided in this Agreement. Upon and sale or other transfer by Landlord of its interest in the Premises and this Agreement, and the assumption by Landlord's transferee of the obligations of Landlord hereunder, Landlord shall be relieved of any obligation under this Agreement accruing thereafter.

18.4 Severability. This Agreement, and all matters relating to it shall be governed by the laws, rules and regulations of the State of Florida and the County, as are now in effect or as may be later amended or modified, without reference to the choice of law rules of any state. Should any provision contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State, then such provision shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable to conform with such laws, that same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

18.5 Public Records. Tenant acknowledges that Landlord, as a public entity, is subject to Florida's public records laws, which makes all materials communicated to or from Landlord pursuant to this Agreement subject to disclosure under such laws unless specifically exempted from disclosure or made confidential.

18.6 Governing Law & Venue. The Parties unconditionally and irrevocably: (i) agree that this Agreement shall be governed by the laws of the State of Florida; (ii) submit to the exclusive jurisdiction and venue of the state and federal courts located in Miami- Dade county, state of Florida; and (iii) waive any objections they may have at any time to the laying of venue of any suit, action or proceeding relating hereunder.

18.7 No Joint Venture. Any intention to create a joint venture or partnership relation between the Parties hereto is hereby expressly disclaimed. The provision of this Agreement in regard to the payment by Tenant and the acceptance by Landlord of a percentage of sales of Tenant and others is a reservation for rent for the use of the Premises.

18.8 Captions Headings: Sections. The captions and headings in this Agreement are for convenience only and are not a part of this Agreement and do not in any way define, limit, describe or amplify the terms and provisions of this Agreement or the scope or intent thereof. Reference to one section shall include all subsections (i.e. Section 1.4 shall include Sections 1.4.x, 1.4.x.y, etc.), and vice versa, and shall be read as a whole.

18.9 Non-Discrimination. In connection with the performance of any obligation under this Agreement, Tenant, for itself and on behalf of its contractors and subcontractors, agree not to refuse to be, discharge, promoter" demote, or to discriminate in matters of compensation, against any person otherwise qualified on the basis of race, color, religion, nation origin, gender, age, military status, sexual orientation, marital status or physical or mental disability; and further agree to insert the foregoing provision in all contracts related to the performance of this Agreement. Tenant shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 45, Code of Federal Regulations, Article 80, and non-discrimination under programs receiving federal assistance through the Department of Health, Education and Welfare - Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended. Tenant's breach of any provision of this Section 20.9 shall be an Event of Default.

20.10 Judicial Interpretation. Should the provisions of this Agreement require judicial interpretation, it is agreed that the judicial body interpreting or construing the same shall not apply the assumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that an instrument is to be construed more strictly against the party which itself or through its agents prepared same, it being agreed that the agents of the Parties have equally participated in the preparation of this Agreement.

18.11 Waiver. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

20.12 Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to (a) confer upon any person, other than the expressed Parties herein, any rights or remedies under or by reason of this Agreement as a third-party beneficiary, or otherwise; or (b) authorize anyone not a party to this Agreement to maintain an action pursuant to or based upon this Agreement.

18.13 Time of Essence. Time shall be deemed of the essence on the part of the Parties in performing all of the terms and conditions of this Agreement.

18.14 Remedies Cumulative. No reference to any specific right or remedy shall preclude either party from exercising any other right or from having any other remedy or from maintaining any action to which it may otherwise be entitled at law or in equity. No failure by either party to insist upon the strict performance of any agreement, term, covenant or condition hereof, or to exercise any right or remedy consequent upon a breach thereof and no acceptance of full or partial rent during the continuance of any such breach, shall constitute a waiver of any such breach, agreement, term, covenant or condition. No waiver by either party of any breach by the other party under this Agreement or a waiver by Landlord of any breach by any other tenant under any other lease of any portion of the Building shall affect this Agreement in any way whatsoever.

18.15 Landlord Inspections and Access. Tenant shall permit Landlord, and its agents, employees and contractors to enter all parts of the Premises during Tenant's business hours to inspect the same and to enforce or carry out any provision of this Agreement, including without limitation, any access necessary for the making of any repairs which are Landlord's obligation hereunder; provided, however, that in the event of an emergency, Landlord may enter the Premises for such purposes at any time. Any such entry

shall be upon notice; if any, as shall be feasible under the circumstances and shall be made so as to reasonably minimize the disruption of Tenant's use of the Premises.

18.16 Estoppel Certificates. At any time and from time to time, within thirty (30) days after Tenant shall request the same, Landlord will execute, acknowledge and deliver to Tenant, or such other party as may be designated by Tenant, a certificate setting forth the commencement and termination dates of this Agreement, the amount of Rent payable by Tenant hereunder and the nature, if any, of any Event of Default existing as of the date of such certificate. Tenant shall pay to Landlord, as Additional Rent, an administrative fee of Two Hundred Fifty and No/ 100. Dollars (\$250.00) per request.

At any time and from time to time, within thirty (30) days after Landlord shall request the same, Tenant will execute, acknowledge and deliver to Landlord and to such other party as may be designated by Landlord, a certificate in a form reasonably acceptable to the requesting party with respect to the matters required by such party and such other matters relating to this Agreement or the status of performance of obligations of the Parties hereunder as may be reasonably requested by such party. If Tenant fails to provide such certificate to the Landlord, Receipt of which shall occur no later than thirty (30) days following the request for same, Tenant shall be deemed to have approved the contents of any such certificate submitted to Tenant by Landlord and Landlord is hereby authorized to so certify. Tenant shall supply such certificate(s) at no cost to Landlord, it being agreed that Tenant's obligations under this Section 20.16 is lawful consideration for the grant of this Agreement and the tenancy created thereby

18.17 Memorandum of Lease. Neither this Agreement, nor a short form or memorandum thereof, shall be recorded in the public records.

18.18 Joint and Several Liability. If two or more individuals, corporations, partnerships or other business associations (or any combination of two or more thereof) shall sign this Agreement as Tenant, the liability of each such individual, corporation, partnership or other business association to pay rent and perform all other obligations hereunder shall be deemed to be joint and several and all notices, payments and agreement given or made by, with or to any one of such individuals, corporations, partnerships or other business associations shall be deemed to have been given or made by, with or to all of them. In like manner, if Tenant shall be a partnership or other business association, the members of which are, by virtue of statute or federal law, subject to personal liability, the liability of each such member shall be joint and several.

18.19 Relocation or Termination. If in connection with Landlord's expansion or renovation of existing improvements or construction of new improvements (in each instance, "Landlord Construction"), Landlord determines that it is necessary that Tenant vacate the Premises or that the Premises be altered, Landlord may require that Tenant surrender possession of all or a portion of the Premises temporarily or permanently. In such event, Landlord, in its sole and absolute discretion, may either (a) offer to amend this Agreement to (i) make the changes associated with the change in the Tenant Floor Area caused by an alteration, or (ii) lease Tenant other comparable premises on the same terms and conditions as those contained in this Agreement either on a temporary basis or for the balance of the remaining Term (with Landlord using its good faith efforts to place the relocated premises on the first floor of the Building), or both (i) and (ii); or (b) terminate this Agreement and pay Tenant an amount equal to the yet unamortized net cost to Tenant of its leasehold improvement in the Premises (less any Landlord contribution thereto), calculated using a straight-line amortization schedule and an amortization period equal to the Term (not extended by any Renewal Term). If Landlord offers to amend this Agreement in accordance with as aforesaid, Landlord shall present a proposed amendment to Tenant reflecting the change in the Tenant Floor Area, or the relocated Premises, or both at least one hundred twenty (120) days prior to such change or proposed relocation. If the proposed amendment is not executed by Tenant and returned to Landlord receipt of which shall occur no later than thirty (30) days following its presentation to Tenant, Landlord shall have the right at any time thereafter to terminate this Agreement in accordance with (b) above and pay Tenant an amount equal to the yet unamortized net cost to Tenant of its leasehold improvement in the Premises (less any Landlord contribution thereto), calculated using a straight-line amortization schedule and an amortization period equal to the Term (not extended by any Renewal Term). If Landlord elects to terminate this Agreement pursuant to (b) as aforesaid, Landlord shall do so by notifying Tenant in writing of its election to terminate, which notice shall specify the date as of which this Agreement shall terminate, which date will be no earlier than ninety (90) days from Tenant's Receipt of the notice. The amendment of this Agreement in accordance with (a) herein, or the payment of the consideration in accordance with (b) herein, this paragraph shall be Tenant's sole remedy in the event Tenant is required to surrender possession of the Premises as provided in this Section 20.19. Any alteration to the Premises necessitated by Landlord Construction will be performed by Landlord at its expense. If Tenant occupies relocated Premises in accordance with the preceding paragraph, Landlord will cause improvements to be made to such relocated Premises at Landlord's expense so that the relocated Premises will be reasonably comparable to the original Premises as they existed immediately prior to Tenant's surrender of possession thereof. Landlord will reimburse Tenant for reasonable moving expenses incurred by Tenant in moving from the original Premises to the relocated Premises (and returning to the original Premises, if applicable) within forty five (45) days following Tenant's submission of Tenant's documented moving expenses. Rent shall



be abated on proportionate basis for any period of time that Tenant is required to surrender possession of a portion of the Premises but is able to operate in the remainder of the Premises.

18.20 Radon Gas. 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 public health unit.

18.21 Independent Private Sector Inspector General. Pursuant to the Code of Miami-Dade County, Resolution #R-516-96 and Miami-Dade County Administrative Order 3-20, and in connection with the award of this Agreement, the Landlord has the right to retain the services of an Independent Private Sector Inspector General ("IPSIG") whenever the Landlord or County deems it appropriate to do so. Upon written notice from the Landlord, the Tenant shall make available, to the IPSIG retained by the Landlord, all requested records and documentation pertaining to this Agreement, for inspection and copying. The Landlord will be responsible for the payment of these IPSIG services, and under no circumstance shall the Tenant's payments under this Agreement be inclusive of any charges relating to these IPSIG services. The terms of this Section 20.24 shall apply to the Tenant, its officers, agents, employees and assigns.

Nothing contained in this Section 20.21 shall impair any independent right of the Landlord to conduct, audit, or investigate the operations, activities and performance of the Tenant in connection with this Agreement. The terms of this Section 20.21 are neither intended nor shall the Tenant construe them to impose any liability on the Landlord.

The Office of Inspector General is authorized to investigate County affairs and empowered to review past, present and proposed County and Landlord programs, accounts, records, contracts and transactions. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of witnesses and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General shall have the power to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to project design, proposal specifications, proposal submittals, activities of the Tenant, its officers, agents and employees, lobbyists, County and Landlord staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon ten (10) days written notice to the Tenant, the Tenant shall make all requested records and documents available to the Inspector General for inspection and copying. The Inspector General shall have the right to inspect and copy all documents and records in the Tenant's possession, custody or control which in the Inspector General's sole judgment, pertain to performance of the Agreement, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements from and with successful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and Lease documents, back-change documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records and supporting documentation for the aforementioned documents and records.

The Tenant shall make available at its office at all reasonable times the records, materials, and other evidence regarding the acquisition (proposal preparation) and performance of this Agreement, for examination, audit, or reproduction, until three (3) years after final payment under this Agreement or for any longer period required by statute or by other clauses of this Agreement. In addition: (i) if this agreement is completely or partially terminated, the Tenant shall make available records relating to the work terminated until three (3) years after any resulting final termination settlement; and (ii) Tenant shall make available records relating to appeals or to litigation or the settlement of claims arising under or relating to this agreement until such appeals, litigation, or claims are finally resolved.

The provisions in this Section 20.25 shall apply to the Tenant, its officers, agents, employees, subcontractors and suppliers. The Tenant shall incorporate the provisions in this Section 20.25 in all subcontracts and all other agreements executed by the Tenant in connection with the performance of this Agreement. Nothing in this Section 20.25 shall impair any independent right of the County to conduct audits or investigative activities. The provisions of this Section 20.25 are neither intended nor shall they be construed to impose any liability on the County or the Landlord by the Tenant or third parties.

18.22 Survival. All representation, warranties, covenants, conditions and agreements contained herein which either are expressed as surviving the expiration or termination of this Agreement or, by nature, are to be performed or observed, in whole or in part, after the termination or expiration of this Agreement, shall survive the termination or expiration of this Agreement.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

In WITNESS WHEREOF, in consideration of the mutual entry into this Agreement, for other good and valuable consideration, and intending to be legally bound, the Parties have executed this Agreement as of the Effective Date.

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

By: \_\_\_\_\_ Date \_\_\_\_\_  
Alina T. Hudak  
Deputy Mayor

Witnessed By: \_\_\_\_\_

Witnessed By: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_ Date \_\_\_\_\_  
Harvey Ruvlin, Clerk of the Board

The foregoing was approved by Resolution No.: \_\_\_\_\_ passed on \_\_\_\_\_ Day of \_\_\_\_\_, 2019 by the Board of County Commissioners of Miami-Dade County, Florida.

Approval for legal sufficiency and form

By \_\_\_\_\_

Bruce Libhaber, Assistant Attorney (CAO)

Dade County Federal Credit Union

A Florida not-for-Profit Corporation

TENANT:

By George Joseph  
George Joseph,  
Principal/CEO

2-28-19  
Date

Witnessed By

Maria Teresa

Witnessed By

Janae Young

STATE OF FLORIDA )  
COUNTY OF MIAMI-DADE )

) SS:



The foregoing instrument was acknowledged before me this 28 day of February 2019, by George Joseph, President Dade-County Federal Credit Union, a Florida Not-for-Profit Corporation.

Personally Known  or produced identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_

Print or Stamp Name: Angelica M. de Limas  
Notary Public, State of Florida at Large  
Commission No.:  
My Commission Expires:

EXHIBIT "A"

**EXHIBIT "B"**

Two (2) Automatic Teller Machines: One shall be located at the Banking Facility on the 1st Floor and the other shall be located on the 2<sup>nd</sup> level "same location" as of the Effective Date \_\_\_\_\_, 2019 of this Lease.

EXHIBIT "C"  
TENANT IMPROVEMENT PLAN

The Tenant Improvement Plan shall address:

- (1) Basic construction and further improvements to the Premises;
- (2) Proposed construction timeline;
- (3) Proposed new equipment and fixtures;
- (4) Proposed furniture and decor;
- (5) Proposed signage; and

Other matter related to site preparation.

- (6) Cost of Tenant's Improvements Plan
- (7) Tenant's Improvement Schedule



## EXHIBIT "D"

### RULES AND REGULATIONS

El.3 Demolition causing excessive noise or that creates a disturbance to the other tenants shall only be performed before or after the normal and customary business hours of the Building so that tenants are not disrupted during business hours.

El.4 No garbage shall be placed or disposed of in front of the Premises. Tenant shall store soiled and dirty linen in approved fire rated containers. Garbage removal shall be at those times designated by Landlord pursuant to Section El. 1.

El.5 No radio, television, phonograph or other similar devices or aerial attached thereto (inside or outside) shall be installed without first obtaining in each instance Landlord's written consent.

El.6 Tenant shall keep all storefront windows and the outside areas immediately adjoining the Premises, clean and free from dirt and rubbish. Tenant shall not place, suffer or permit any obstructions, signs or merchandise in such areas and shall not use such areas for any purpose other than ingress or egress to and from the Premises.

El.7 Plumbing facilities shall not be used for any other purposes than that for which they are constructed, and no foreign substances of any kind shall be thrown therein. The expense of any breakage, stoppage or damage resulting from a violation of this provision shall be borne by Tenant.

El.8 Tenant shall not place, nor suffer the placement of, any signs, equipment, displays or inventory on the sidewalk in front of the Premises or upon the Common Area, if said signage complies with all applicable laws and ordinances of the City of Miami.

El.9 Tenant shall keep its exterior store signs illuminated, seven days a week, from sundown until 12:00 midnight, except that Landlord agrees and acknowledges that Tenant's Current Signage is not illuminated.

El.10 Landlord reserves the rights, exercisable without notice and without liability to Tenant, to change the name and street address of the Building.

El.11 Tenant shall not do anything, or permit anything to be done, in or about the Building, or bring or keep anything therein, that will in any way increase the possibility of fire or other casualty or obstruct or interfere with the rights of, or

otherwise injure or annoy, other tenants, or do anything in conflict with the valid pertinent laws, rules or regulations of any Governmental Authority. Tenant shall not use or keep in the Premises any inflammable or explosive fluid or substance, or an illuminating material, unless it is battery powered, and UL approved. Tenant shall at all times maintain an adequate number of suitable fire extinguishers on the Premises for use in case of local fires, including electrical or chemical fires. A competent person or a recognized extinguisher servicing company should provide annual servicing for all extinguishers on the Premises. A tag should be attached indicating the month and year of maintenance and the recharge, if performed.

E1.12 Tenant shall not install any signage or any advertising material anywhere within the property lines of the Building (other than as permitted in this Agreement), including but not limited to, landscaped areas.

E1.13 Tenant will not utilize any unethical method of business operation nor shall any space in the Premises be used for living quarters, whether temporary or permanent.

E1.14 Tenant shall have full responsibility for protecting the Premises and the persons and property located therein from injury, theft and robbery and shall keep all doors and windows securely fastened when not in use.

E1.15 Tenant shall not allow its employees to smoke, socialize congregate or behave in an unprofessional manner in front of the Premises. Work breaks should be limited to the rear of the Premises.

E1.16 Tenant shall not erect or maintain any barricade or scaffolding which may obscure the signs, entrances or show window of any other tenant in the building or tend to interfere with any such other tenant's business.

E1.17 Tenant shall not use or permit the use of space heaters, whether electrical or battery operated, in the Premises.

E1.18 Landlord reserves the right to amend or rescind any of these rules and make such other and further rules and regulations as in the judgment of Landlord shall from time to time be needed for safety, protection, care and cleanliness of the Building, the operation thereof, the preservation of good order therein, and the protection and comfort of its tenants, their agents, employees and invitees, which rules when made the notice thereof given to a tenant shall be binding upon him in like manner as if originally herein prescribed. Landlord reserves the right to waive any rule in any particular instance or as to any particular person or occurrence.

**EXHIBIT "E"**  
**SIGNS**

All signage shall be subject to Landlord approval.

**Storefront Signage Criteria:**

1. Not to exceed 70% of the width of the storefront.
2. Limited to Tenant Trade Name.
3. Registered trademarks and manufacturers labels not allowed.
4. All signage to be installed as per applicable code.
5. All signage to be removed at the scheduled expiration or earlier termination of this Agreement.
6. Shall not advertise or describe products, services, vendors or departments or be informational or directional in nature, regardless if such signage is attached as a tagline to, or is included as part of, the Tenant Trade Name.

**Windows Signage Criteria:** Tenant may not obstruct the surface area of any windows, unless approved in writing by the Landlord.

TENANT:

By \_\_\_\_\_ Date \_\_\_\_\_  
George Joseph,  
Principal/CEO

Witnessed By \_\_\_\_\_

Witnessed By \_\_\_\_\_

STATE OF FLORIDA )  
 ) SS:  
COUNTY OF MIAMI-DADE )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ 2019, by  
\_\_\_\_\_ as \_\_\_\_\_ Dade-County Federal Credit Union, a Florida  
Not-for-Profit Corporation.

Personally Known \_\_\_\_\_ or produced identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_

Print or Stamp Name: \_\_\_\_\_  
Notary Public, State of Florida at Large  
Commission No.:  
My Commission Expires:

# BBG



**1,067 SF GROUND FLOOR COMMERCIAL SPACE  
Stephen P. Clark Government Center**

111 NW 1st Street  
Miami, FL 33128

BBG File #118008813  
Client File # N/A

**Prepared For**

Ms. Dawn Soper  
Real Estate Officer  
Internal Services Department  
Miami Dade County  
111 NW 1st Street, Suite 2460  
Miami, Florida 33128

**Report Date**

September 13, 2018

**Effective Date of Value**

August 24, 2018

**Prepared By**

BBG, Inc., Miami Office  
1600 Ponce De Leon Blvd, Suite 908  
Coral Gables, FL 33134  
Phone: 786-376-3451

**Client Manager: William R. Hemingway, MAI**  
**Email: [whemingway@bbgres.com](mailto:whemingway@bbgres.com)**

 VALUATION

 ADVISORY

 ASSESSMENT

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# BBG

September 13, 2018

Mr. Dawn Soper  
Real Estate Officer  
Internal Services Department  
Miami Dade County  
111 NW 1st Street, Suite 2460  
Miami, Florida 33128

Re: **Appraisal Report / Opinion of Market Rent**  
1,067 SF Ground Floor Commercial Space  
Stephen P. Clark Government Center  
111 NW 1st Street  
Miami, FL 33128  
  
BBG File #118008813  
Miami Dade County File# N/A

Dear Ms. Soper:

In accordance with your request and authorization, I have prepared an analysis of the market rent for the above referenced space, which is presented in the attached report written in a summary format.

The purpose of the analysis was to provide an opinion of the market base rent of the subject space "as is" under market conditions prevailing as of August 24, 2018, the date of my site visit and tour of the space. The function or intended use of this assignment is to assist the County in determining the current market rent for the space as part of potential lease negotiations and/or marketing of the space. Miami-Dade County is the sole and exclusive intended user of this report.

I had no special instructions. There were no hypothetical conditions used in completing this assignment. I have made no extraordinary assumptions in developing the opinion of market rent for the subject space "as is."

The subject of this assignment is a ±1,067 square foot ground floor commercial space in the Stephen P. Clark Government Center Complex (Government Center) at 111 NW 1<sup>st</sup> Street in downtown, Miami-Dade County. The space has shared, non-contiguous restrooms. It was formerly occupied City National Bank as a bank branch, but has no built-in vault or drive through facility. However, it has an ATM location outside the branch on the ground floor and one on the second floor adjacent to the Metrorail turnstiles. The ATMs were included without additional charge as part of the rent. Due to a merger the bank vacated the space on May 25, 2018. The building in which the subject space is located is a 31-story, high-rise office tower owned and fully occupied by the Miami-Dade County Government Administration. It was built in 1984 is in average condition. Reportedly there are approximately 2,100 employees working in the building and approximately 2,300 daily visitors.

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MIAMI  
1600 PONCE DE LEON BOULEVARD  
+ STE. 908  
CORAL GABLES, FL 33134

P + 305 298.9388

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The Government Center Complex, located across from the County Courthouse and the Federal Courthouse, is also the location of the main station for Miami Metrorail and Miami MetroMover. According to ridership reports an average of 10,000 to 11,000 board Metrorail and 6,700 to 7,850 board MetroMover at Government Center on an average weekday. In fact, the ground floor portion where the subject commercial space is located is owned and controlled by Miami-Dade Transit.

The attached appraisal report further describes the subject property and sets forth the most pertinent data assembled, the techniques employed and the reasoning leading to the conclusions.

Based on my analysis of the data contained in this report, subject to the assumptions and limiting conditions included herein, it was my opinion that the market rent per square foot for the subject space "as is" as of August 24, 2018 the date of my property inspection (site visit) is as follows. The opinion does not include rent for ATMs. We did not uncover sufficient information to provide an opinion on the rent for ATMs.

Appraisal Premise	Interest Appraised	MARKET RENT CONCLUSION			
		Date of Opinion	Opinion of Market Rent Per Square Foot	Opinion of Market Rent	Lease Type
Market Rent "As Is "	Fee Simple	August 24, 2018	\$60.00	\$73,839	Triple Net
				Plus Pass Through Expenses	
			\$74.50	\$91,683	Gross

Source: BBG, Inc

This report has been prepared in accordance with the Uniform Standards of Professional Appraisal Practice, the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute and the requirements of the Federal Transit Administration (FTA) Title CFR 49, Chapter 23.103.

It should be recognized that the appraiser is not an engineer, construction contractor, architect, or professional building inspector and that this appraisal report should not in any way be construed as a formal property condition or inspection report. The appraiser's inspection is very general in nature. As an appraiser we have only performed very general, visual observations of areas accessible during the site visit and the appraisal report cannot and should not be relied upon to disclose conditions and/or defects in the property.

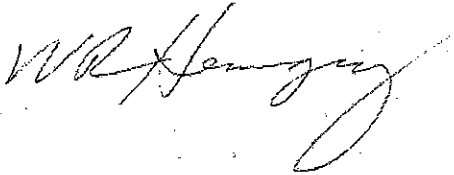
This confidential report has been prepared for the sole use and benefit of Miami Dade County for internal decision making and for no other use or user. The Client may provide complete final copies of the report in its entirety (but not component parts) to third parties who may review the report in connection with its intended use for informational purposes only. The appraiser-client relationship is exclusively with Miami Dade County only, who is the sole client. **This report should not be used by third parties for any purpose other than to understand the information available to the Client concerning this property and the appraisal's intended use.** The appraiser(s) assume(s) no responsibility if this report is used in any other manner. Moreover, the appraiser(s) is/are not required to explain or testify as to appraisal results other than to respond to routine and customary questions of the Client.

Ms. Dawn Soper  
September 13, 2018  
Page 3

Thank you for this opportunity to be of service. If we can be of any further assistance, please give us a call.

Respectfully submitted,

**BBG, Inc**



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William R. Hemingway, MAI  
State-certified general real estate appraiser  
Phone: 786-376-3451  
Email: [whemingway@bbgres.com](mailto:whemingway@bbgres.com)



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**SUBJECT PHOTOGRAPHS**

**Subject Aerial Photograph**



*bb*

Subject Photographs  
(Additional Property Photographs are included in the Addenda)



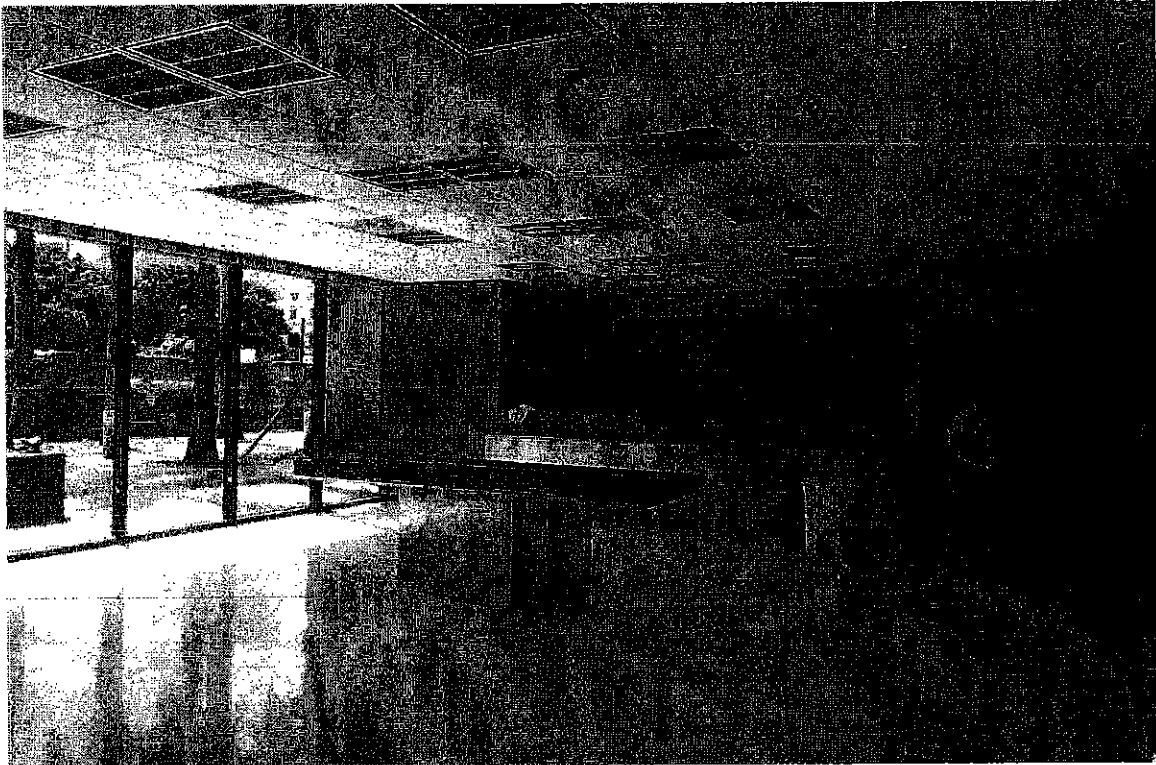
67

Subject Photographs



68

Subject Photographs



# EXECUTIVE SUMMARY

## Executive Summary

**Subject Name:** 1,067 SF Ground Floor Commercial Space  
**Location:** Stephen P. Clark Government Center  
111 NW 1st Street  
Miami, FL 33128  
**Folio Numbers** Part of 01-4137-023-0020  
**Improvements**  
**Property Type** Retail  
**Space Area** 1,067 Square feet  
**Condition** Average  
**Year Built** 1984

MARKET RENT CONCLUSION					
Appraisal Premise	Interest Appraised	Date of Value	Opinion of Market Rent Per Square Foot	Opinion of Market Rent	Lease Type
Market Rent "As Is"	Fee Simple	August 24, 2018.	\$60.00	\$73,839	Triple Net
				Plus Pass Through Expenses	
			\$74.50	\$91,683	Gross

Source: BBG, Inc

The opinion does not include rent for ATMs. We did not uncover sufficient information to provide an opinion on the rent for ATMs.

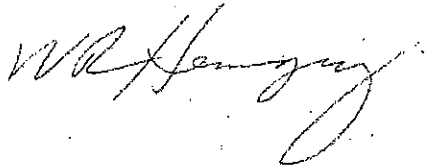
## CERTIFICATION

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I certify to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are our personal, impartial and unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in or bias with respect to the property that is the subject of this report and have no personal interest in or bias with respect to the parties involved with this assignment.
4. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
5. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
6. This appraisal assignment was not based upon a requested minimum rent or a specific rent.
7. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute, the Uniform Standards of Professional Appraisal Practice of The Appraisal Foundation and the Federal Transit Administration (FTA) Title CFR 49, Chapter 23.103.
8. The use of this report is subject to the requirements of the State of Florida relating to review by its duly authorized representatives.
9. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
10. As of the date of this report, I, William R. Hemingway, MAI have completed the continuing education program for Designated Members of the Appraisal Institute.
11. I, William R. Hemingway, MAI inspected of the subject space as an appraiser, on August 24, 2018.
12. I, William R. Hemingway, MAI have not performed any services appraisal or otherwise related to the subject property in the past 36 months. However, I have performed services for Miami-Dade County in the past 3 years.
13. Lee R. Smalley, MAI assisted with the research. Otherwise, no one provided professional real property appraisal assistance to the persons signing this report.

14. I, William R. Hemingway, MAI am currently licensed in the state where the subject is located.



---

William R. Hemingway, MAI  
State-certified general real estate appraiser RZ2351  
Phone: 786-376-3451  
Email: whemingway@bbgres.com



## APPRAISAL OVERVIEW

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The subject is a 1,067 square foot commercial space. The purpose of the assignment is to develop an opinion of market rent. Therefore, we researched comparable downtown spaces and compared them to the subject to develop our opinion.

As part of the appraisal process, the following strength and weakness were identified.

### STRENGTH AND WEAKNESSES

#### Strengths

- The property is located in an area with high foot traffic in which 2,100 county employees come to work every day and approximately 2,300 visit every day in making inquiries or conducting business with the county
- According to ridership reports an average of 10,000 to 11,000 board Metrorail and 6,700 to 7,850 board MetroMover at Government Center on an average weekday.
- Ground floor space with good glass line
- The space includes two ATM spaces; one adjacent to the MetroRail turnstiles.
- It is possible the space might be expanded
- It includes a ground floor ATM location adjacent to the space and an ATM on the second floor adjacent to the Metrorail turnstiles.

#### Weaknesses

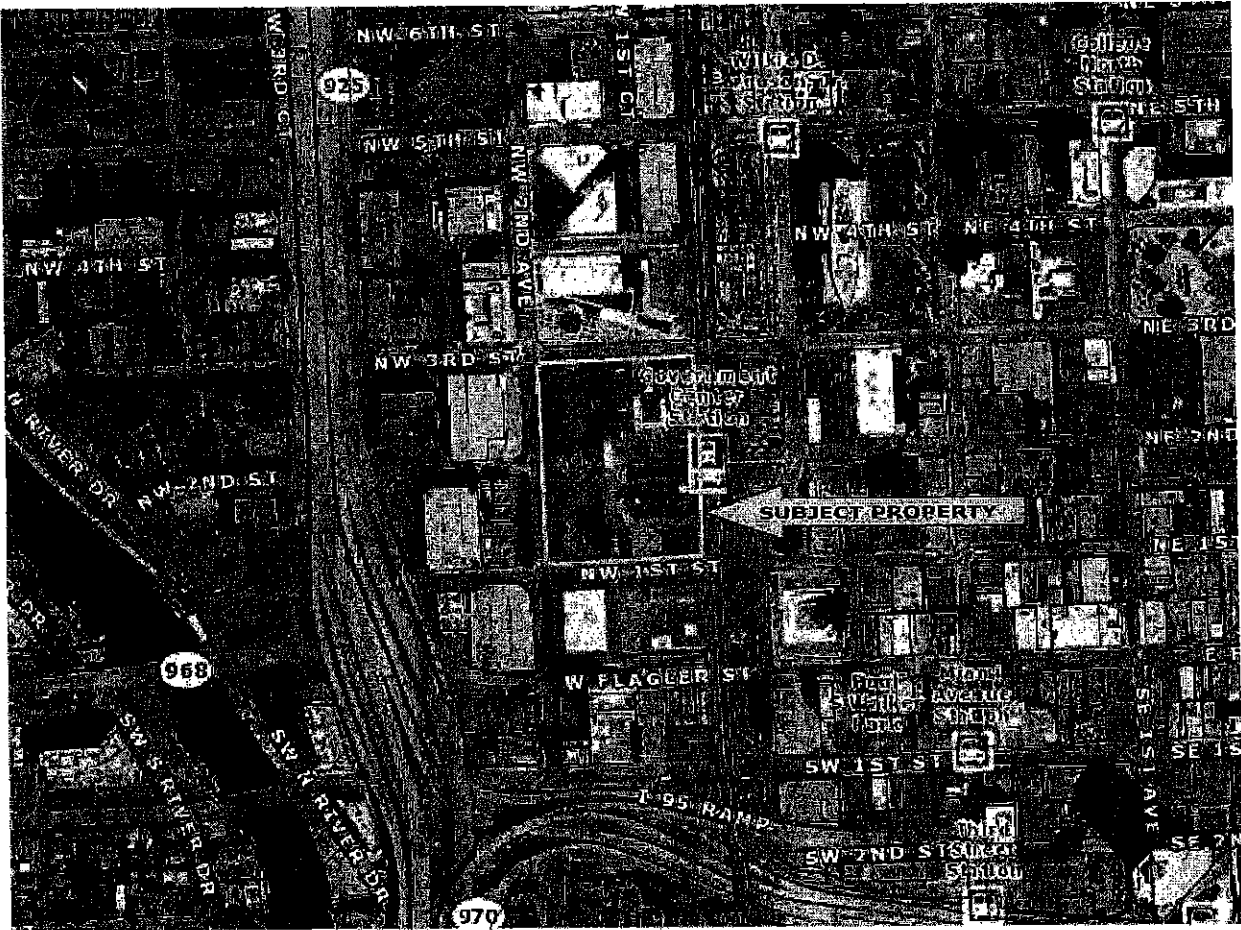
- The rest rooms for the space are not contiguous. They are located across the ground floor plaza from the subject space. The restrooms are not available to the public but are shared with employees of other tenants
- There is periodic noise from the comings and goings of Metrorail Trains
- The space is not the most prominent retail space on the ground floor and is not easily visible to some pedestrians as it is obscured by a bank of escalators

# INTRODUCTION

## IDENTIFICATION OF PROPERTY

The subject of this assignment is a ±1,067 square foot ground floor commercial space in the Stephen P. Clark Government Center Complex (Government Center) at 111 NW 1<sup>st</sup> Street in downtown, Miami-Dade County. The space has shared, non-contiguous restrooms. It was formerly occupied City National Bank as a bank branch, but has no built-in vault or drive through facility. However, it has an ATM location outside the branch on the ground floor and one on the second floor adjacent to the Metrorail turnstiles. The ATMs were included without additional charge as part of the rent. Due to a merger the bank vacated the space on May 25, 2018. The building in which the subject space is located is a 31-story, high-rise office tower owned and fully occupied by the Miami-Dade County Government Administration. It was built in 1984 is in average condition. Reportedly there are approximately 2,100 employees working in the building and approximately 2,300 daily visitors. A location map is shown as follows.

**Location Map – Parent Property**



## LEGAL DESCRIPTION

The parent property of which the subject is a part is identified as Tract B of the plat identified as Government Center in Plat Book 117, at Page 83 of the Miami-Dade County public records.

**ASSESSOR'S PARCEL NUMBERS**

The subject is recognized by Miami-Dade County as being a part of Tax Assessor's parcel numbers:

Part of 01-4137-023-0020

**HISTORY OF TITLE & OWNERSHIP**

Ownership of the subject has been vested in Miami-Dade County or a Miami-Dade County agency for many years and certainly more than 3 years. The property is not under contract for purchase and sale and is not currently listed for sale or lease.

The subject space, stipulated in the lease as containing 1,067 square feet, was leased to City National Bank for 10 years beginning January 1, 2009 and expiring December 31, 2019. The rent was flat for 10 years at \$69,335 per year or \$65.00 per square foot, gross.

**PURPOSE & PREMISE OF THE APPRAISAL**

The purpose of the appraisal is to provide an opinion of the market rental rate for the subject space.

**INTENDED USE / INTENDED USERS**

The function or intended use of this appraisal is to assist Miami-Dade County/or Miami Date Transit in potential lease negotiations and/or in marketing the space. Miami-Dade County is the sole and exclusive intended user of this report.

**SPECIAL APPRAISAL INSTRUCTIONS AND ASSUMPTIONS**

I had no special instructions. There were no hypothetical conditions used in completing this assignment. I have made no extraordinary assumptions in developing the opinion of market rent for the subject space "as is." In addition, our standard assumptions and limiting conditions, which are included in the addendum, apply.

**PROPERTY RIGHTS APPRAISED**

The purpose of the appraisal was to estimate the market rent of the subject space "as is" in fee simple title and unencumbered. The fee simple interest is defined as follows.

*"Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat."*<sup>1</sup>

**RELEVANT DATES**

The following table lists the relevant dates associated with the opinion of market rent:

<sup>1</sup>Dictionary of Real Estate Appraisal, Fifth Edition, Appraisal Institute, Chicago, 2010.

## RELEVANT DATES

Date of Inspection	August 24, 2018
Date of The Report	September 13, 2018
Date of Value	
Market Rent "As Is "	August 24, 2018

Source: BBG, Inc

**SCOPE OF THE APPRAISAL**

The scope of the analysis consists of the extent and degree of research that is conducted, data that is gathered and analysis that is applied in order to develop a credible, market-based opinion of market rent for the subject space.

The subject is in a commercial space in a high foot traffic space in Government Center. The best method to determine market rent is to analyze the most comparable lease transactions available and listings available within the Downtown area. As such, the comparables included in the addendum were collected and analyzed in relation to the subject space.

Under the Uniform Standards of Professional Appraisal Practice (USPAP) there are two reporting options which are 1) Appraisal Report and 2) Restricted Report. For this analysis the findings and results are presented in an Appraisal Report. In this instance the report has been written in a summary format in which descriptions and analyses are summarized.

With regard to this assignment, I inspected the subject commercial space with Eric Thorne and Jose Vida of Miami-Dade Transit and Dawn Soper, Real Estate Office for Miami-Dade County.

County resources, databases, etc. were consulted when it was necessary to obtain information relevant to the valuation of the subject property. In the absence of information to the contrary I have assumed, unless stated otherwise, that the information provided online is true and correct.

The rent comparables were identified by researching the local market for leases and active listings of similar commercial space near the subject. In addition, we searched our office files for rental data and conducted phone interviews with local brokers.

The data on the rent comparables was obtained primarily through telephone interviews with the broker, owner or property representative. The data source is noted in the write-up for each rent comparable included in the Addenda. The physical data was obtained from our on-site observations of the property, public records, CoStar, LoopNet and/or other sources believed to be reliable.

In the process reasonable efforts were made to uncover pertinent information on the comparables used. However, the data obtained is often incomplete and imperfect. Frequently various assumptions and judgments are necessary in the use and analysis of the comparables.

The most pertinent data was assembled and analyzed in relation to the subject property. The information and analysis was then processed into an indication of value for the subject property using generally accepted appraisal principles and practices.

**AVAILABILITY OF INFORMATION**

**Information Provided**

The information provided from the owner was as follows:

- The current Lease
- Information on Employees & Visitors to Government Center

**Information Not Provided**

- Floor plan of the space

**Measurements & Areas**

The subject space was measured during the inspection. The subject measures 26.42 feet by 46.58 feet for an area of approximately 1,231 square feet. The lease specifies an area of 1,067 square feet. The sources for building area and the conclusion is summarized below.

BUILDING AREA				
<b>Appraisers's Measurements</b>				
26.42 Feet	X	46.58 Feet	=	1,231 SF
Area Reported in the Lease				1,067 SF
<b>CONCLUSION</b>				<b>1,231 SF</b>
<b>Source: Appraiser's On-Site Measurements &amp; Lease</b>				

**If the area is later shown to be materially different than relied upon in our analysis we reserve the right to alter our opinion of value.**

**DEFINITIONS**

**Market Rent**

In developing the opinion of market rent, I used the following definition of market rent:

*The most probable rent that a property should bring in a competitive and open market reflecting all conditions and restrictions of the lease agreement including term, rental adjustment, permitted uses, use restrictions, and expense obligations; the lessee and lessor each acting prudently and knowledgeably, and assuming consummation of a lease contract as of a specified date and the passing of the leasehold from lessor to lessee under conditions whereby:*

1. Lessee and lessor are typically motivated.
2. Both parties are well informed or well advised, and acting in what they consider their best interests.
3. A reasonable time is allowed for exposure in the open market.
4. The rent payment is made in terms of cash in United States dollars, and is expressed as an amount per time period consistent with the payment schedule of the lease contract.

5. The rental amount represents the normal consideration for the property leased unaffected by special fees or concessions granted by anyone associated with the transaction.<sup>2</sup>

**Fee Simple Estate**

"Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat."<sup>3</sup>

**Leased Fee Interest**

"A freehold (ownership interest) where the possessory interest has been granted to another party by creation of a contractual landlord-tenant relationship (i.e., a lease)."<sup>4</sup>

**Leasehold Estate**

"The tenant's possessory interest created by a lease."<sup>5</sup>

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<sup>2</sup> The Dictionary of Real Estate Appraisal, 4<sup>th</sup> & 5<sup>th</sup> Editions.

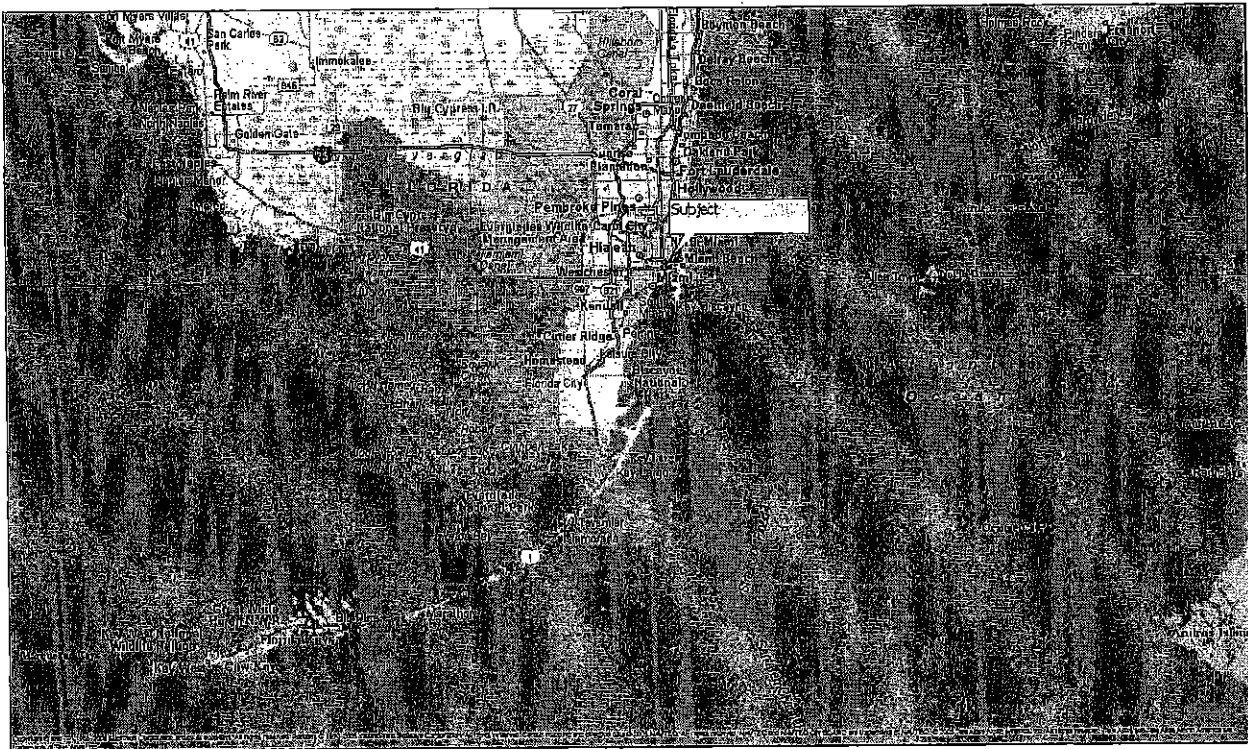
<sup>3</sup> Dictionary of Real Estate Appraisal, Fifth Edition, Appraisal Institute, Chicago, 2010.

<sup>4</sup> Dictionary of Real Estate Appraisal, Fifth Edition, Appraisal Institute, Chicago, 2010.

<sup>5</sup> Dictionary of Real Estate Appraisal, Fifth Edition, Appraisal Institute, Chicago, 2010.

Miami known as the "Capital of Latin America" is benefiting greatly from the relationship. It is viewed as having luxury status. As such, it attracts international capital and international trade is expected to accelerate. It has well developed shipping and distribution. Moody's Analytics expects the Miami economy to accelerate as builders erect new residential and nonresidential structures, population growth rebounds, and the labor force expands. However, as it stands Miami has high housing costs and congested roadways. Even so, Miami is expected to out-perform the nation due to its international ties and infrastructure expansion.

### Regional Map



The commentary on the greater Miami economy as provided by Moody's Analytics dated May 2018 is presented below.

#### Recent Performance

*Miami-Miami Beach-Kendall is stuck in neutral. The area's unemployment rate and labor force have barely budged over the last 12 months because wage growth has been nonexistent. Since the labor force is not growing, the area is trading old jobs in wholesale trade for new jobs in construction. Similarly, old positions in finance/insurance are being sacrificed to new positions in real estate and professional/technical services. Wage growth is weak because employees who switch professions must survive a period of on-the-job training that is less productive for the entire enterprise.*

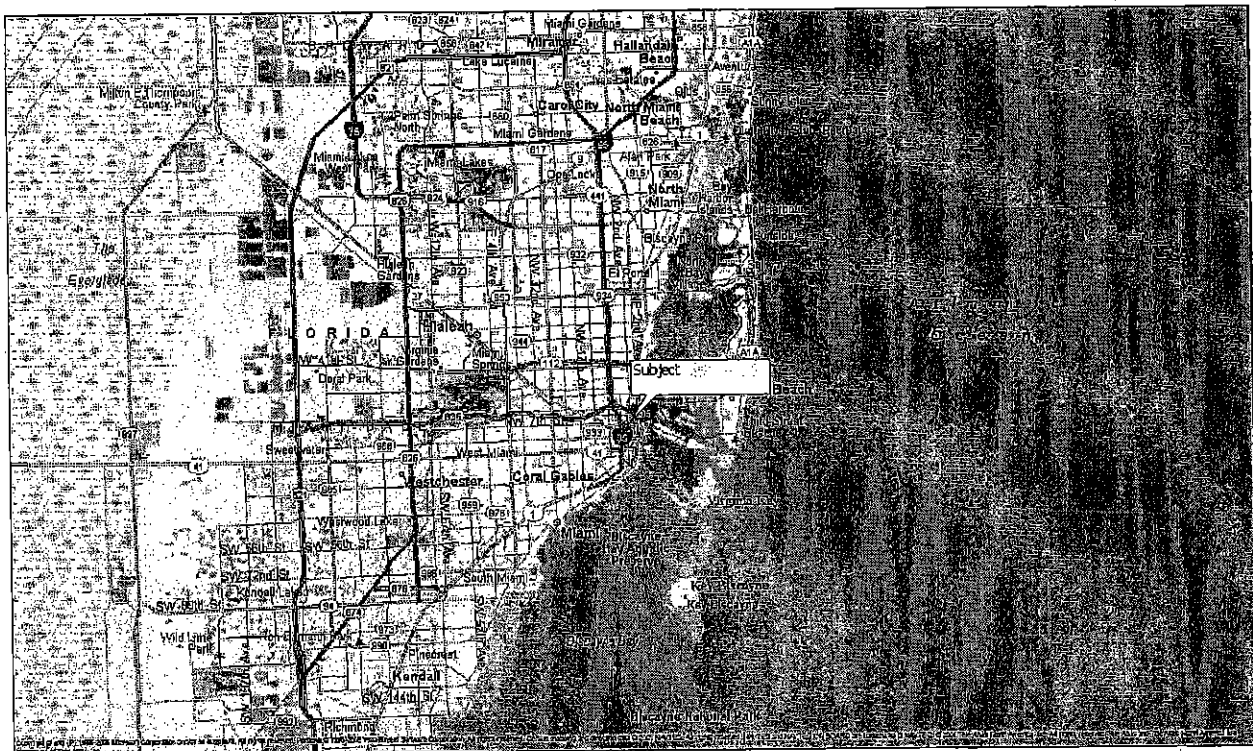
#### Homebuilding

*Single-family permits in South Florida have been stuck near-record lows over the last five years, but the number will swell during the next two years. Residential construction will surge in MIA, Fort Lauderdale, and West Palm Beach because the rate of homebuilding in the region is unsustainably low. Among the*

20 most populated metro areas in the U.S., South Florida ranks eighth in population growth and 15th in number of permits issued over the last five years. South Florida municipalities have issued nearly the same number of housing permits as in slow-growing Detroit and Philadelphia and less than one-third of the number in Atlanta, which is similar to South Florida in population size and growth.

The projected gain in homebuilding will bring residential construction back to the level experienced 10 years prior to the housing bust—the level that the area was able to sustain during a normal expansion. South Florida cannot maintain its normal rate of population growth without greatly increasing residential construction, and this constraint is starting to bite. Ordinarily, the area adds 80,000 to 90,000 residents a year. With just a handful of exceptions, this has been true every year since 1986. But in 2017, population growth unexpectedly dropped to 50,000. With no big disruptions in the national economy, a shortage of new housing supply could be the best explanation for this slowdown.

Location Map



**Foreclosures**

The lack of new housing did not constrain population growth before now because homebuyers found suitable options in South Florida's foreclosure inventory, which was six times higher than the national average just a few years ago. Partly because of a 2013 state law that expedited the foreclosure process, this stock of vacant and distressed properties evaporated over the last four years. The metro area's foreclosures have dipped to their lowest level in 11 years of record-keeping, and homebuilders should start to respond.

**Opening Day**

Growth in nonresidential construction jobs will also be robust because groundbreakings on major projects have become routine in MIA. Phase one of the MiamiCentral train station, which will eventually connect a new intercity train line with local transit options, debuted in May. Adjacent to the station, the \$2 billion Miami Worldcenter is transforming 27 acres of parking lots into a vast collection of residential, retail, office and hotel buildings. Over the



next few years, the "tallest building in Florida" distinction will pass among multiple skyscrapers in downtown Miami. And county commissioners recently gave final approval to a \$4 billion mega-mall that will be America's largest shopping complex if it is completed as planned.

**Conclusion**

The economy in Miami-Miami Beach-Kendall will accelerate as builders erect new residential and nonresidential structures, population growth rebounds, and the labor force expands. In the long run, MIA's international character and its high-skilled, bilingual workforce will help it best the U.S. in income growth.

Key economic data for Miami is summarized below.

Indicators	GREATER MIAMI (MIAMI-DADE COUNTY)						Forecast					
	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Gross Metro Product, C\$B	\$106.3	\$108.4	\$111.1	\$115.0	\$117.1	\$120.0	126.2	133.7	136.8	142.7	149.3	154.7
% Change	1.2%	2.0%	2.5%	3.6%	1.8%	2.4%	5.2%	6.0%	2.3%	4.3%	4.6%	3.6%
Total Employment	1,031.2	1,056.5	1,089.3	1,125.8	1,158.2	1,175.0	1,196.3	1,224.1	1,232.6	1,231.8	1,246.5	1,258.8
% Change	2.4%	2.5%	3.1%	3.4%	2.9%	1.4%	1.8%	2.3%	0.7%	-0.1%	1.2%	1.0%
Unemployment Rate	8.3%	7.5%	6.7%	5.9%	5.3%	4.8%	4.3%	3.5%	3.9%	4.9%	5.1%	5.1%
Personal Income Growth	2.6%	0.4%	7.8%	7.8%	2.8%	4.9%	6.4%	7.4%	5.7%	5.3%	6.1%	5.5%
Median Household Income (000)	\$42.2	\$42.6	\$43.2	\$44.6	\$45.9	\$47.5	\$49.7	\$52.1	\$54.0	\$55.3	\$57.2	\$59.1
Population (000)	2,607.8	2,643.9	2,674.8	2,706.0	2,736.5	2,751.8	2,788.0	2,825.6	2,862.9	2,899.9	2,937.0	2,973.9
% Change	1.4%	1.4%	1.2%	1.2%	1.1%	0.6%	1.3%	1.3%	1.3%	1.3%	1.3%	1.3%
Net Migration (000)	23.4	24.2	17.6	18.1	18.5	4.6	26.4	27.9	27.8	27.7	27.9	28.0
Single-Family Permits	1,819	2,266	2,077	2,600	2,673	2,283	3,219	5,352	6,229	7,069	7,374	7,331
Multifamily Permits	3,250	8,050	5,654	9,817	6,444	7,563	9,203	7,511	7,203	6,491	6,810	6,673
Existing Home Price (\$Ths)	na	na	na	na	na	na	na	na	na	na	na	na

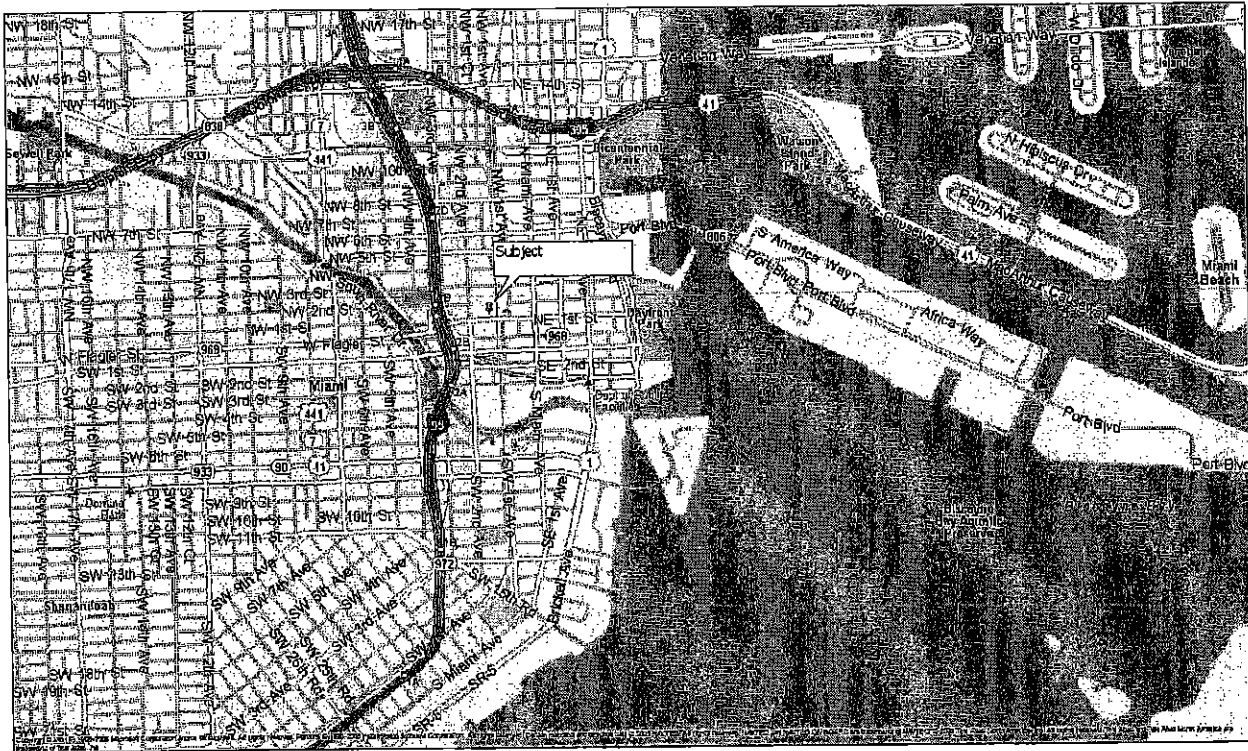
Source: Moody's Analytics, May 2018

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NEIGHBORHOOD ANALYSIS

The subject is located in the Miami CBD in the City of Miami. Downtown is bound by NE 6th St to the north, Biscayne Bay to the east, the Miami River to the west and south. Within this area, is where the majority of Miami's historic buildings are, the main shopping street, Flagler Street, museums, libraries, offices, schools and colleges, as well as the vast majority of local, county, state and federal government offices and courthouses. It has a population of 63,483, a median income of \$44,133 and average income of \$75,732.

Location Map



Public transportation in the Downtown area is used more than in any other part of Miami and is a vital part of Downtown life. Metrorail, makes two stops in Downtown on both the green and orange lines at the Historic Overtown/Lyric Theatre Station and Government Center Station where the subject is located. In addition the Metromover train system runs three lines (the Downtown Loop, the Omni Loop, and the Brickell Loop) with 22 stations throughout Downtown. The Metromover is free and stations can be found at roughly every two blocks in Downtown and Brickell. According to ridership reports an average of 10,000 to 11,000 board Metrorail and 6,700 to 7,850 board MetroMover at Government Center on an average weekday.

Downtown is also served by Brightline, an express intercity higher-speed rail system developed and operated by All Aboard Florida. At present, service runs between Miami and West Palm Beach with a single stop in Ft Lauderdale. The Fort Lauderdale–West Palm Beach segment opened on January 13, 2018, followed by Fort Lauderdale–Miami on May 19, 2018. An extension from West Palm Beach to Orlando via Cocoa is scheduled to open in 2021. It is adjacent to government center and is projected to

Downtown is home to many companies, corporations and organizations. Downtown has about 12,152,803 square feet of office space with an average vacancy rate of 16.9%. The majority is in Class A space which has a reported vacancy rate of 20.8%. The average rental rate is \$39.06 per square foot, full service. The average rent for Class A space is \$45.27 per square foot. In spite of the vacancy in the market, the 190,583 square foot Two Miami Central office building, under development by All Aboard Florida is expected to be completed by December 2018. It is reported to be 57% pre-leased with asking rents of \$48.09 per square foot.

Downtown Miami also has a significant retail component with an inventory of 3,140,206 square feet. The vacancy rate is reported at 17.4%. According to CoStar the average quoted rental rate is \$54.75 per square foot, triple net. The Miami World Center with over 300,000 square feet of retail is under construction across from the American Airlines Arena. It is expected to be completed in mid-2019. The complex will include 2,050 hotel rooms, a 500,000 square foot convention center and 1,875 luxury residential units. Also, All Aboard Florida is adding 180,000 square feet of retail space at 200 NW 1st Avenue that is reportedly 100% pre-leased.

### **Demographics**

Selected demographics characteristics for the neighborhood as suggested by 1-, 3- and 5-mile radii from the subject and the area of Perrine is as follows.

*BB*

Demographics

COMPARATIVE DEMOGRAPHIC ANALYSIS FOR PRIMARY TRADE AREA					
Description	1 Mile Radius	3 Mile Radius	5 Mile Radius	City of Miami	Miami-Dade County
	Totals	Totals	Totals	Totals	Totals
<b>Population</b>					
2023 Projection	69,483	268,967	538,875	476,719	2,961,757
2018 Estimate	63,798	251,140	505,941	447,028	2,779,248
2010 Census	52,003	220,856	454,924	399,457	2,496,435
2000 Census	34,400	189,628	417,726	360,399	2,253,365
Growth 2000 vs 2010	8.6%	3.1%	1.7%	2.1%	2.1%
Growth 2010 vs 2018	2.6%	1.6%	1.3%	1.4%	1.4%
Projected Growth 2018 vs 2023	1.7%	1.4%	1.3%	1.3%	1.3%
2018 Est. Median Age (years)	37.28	39.91	40.54	40.98	40.26
2018 Est. Average Age (Years)	38.91	40.86	40.20	41.60	40.50
<b>Households</b>					
2023 Projection	33,908	114,003	227,556	193,037	1,033,710
2018 Estimate	31,005	105,908	212,736	179,978	968,152
2010 Census	24,724	91,641	189,001	158,215	867,352
2000 Census	13,881	72,536	165,136	133,373	776,777
Growth 2000 vs 2010	12.2%	4.8%	2.7%	3.5%	2.2%
Growth 2010 vs 2018	2.9%	1.8%	1.5%	1.6%	1.4%
Projected Growth 2018 vs 2023	1.8%	1.5%	1.4%	1.4%	1.3%
2018 Est. Average Household Size	1.97	2.30	2.33	2.43	2.83
<b>2018 Est. Households by Household Income</b>					
Income Less than \$15,000	23.67%	23.81%	22.15%	22.96%	15.72%
Income \$15,000 - \$24,999	11.94%	14.56%	14.46%	15.01%	12.48%
Income \$25,000 - \$34,999	8.27%	10.84%	11.37%	11.85%	10.75%
Income \$35,000 - \$49,999	9.72%	11.03%	12.14%	12.48%	13.25%
Income \$50,000 - \$74,999	14.29%	13.26%	13.36%	13.36%	16.06%
Income \$75,000 - \$99,999	8.87%	7.71%	7.75%	7.41%	10.09%
Income \$100,000 - \$124,999	6.47%	5.73%	5.59%	5.27%	7.04%
Income \$125,000 - \$149,999	4.52%	3.70%	3.58%	3.33%	4.40%
Income \$150,000 - \$199,999	4.76%	3.44%	3.40%	3.14%	4.21%
Income \$200,000 - \$249,999	2.43%	1.86%	1.91%	1.69%	2.08%
Income \$250,000 - \$499,999	3.39%	2.59%	2.64%	2.24%	2.54%
Income \$500,000 and more	1.68%	1.47%	1.66%	1.26%	1.40%
2018 Est. Average Household Income	\$75,732	\$66,454	\$67,940	\$62,833	\$73,892
2018 Est. Median Household Income	\$44,133	\$35,883	\$37,120	\$35,182	\$47,269
<b>2018 Est. Tenure of Occupied Housing Units</b>					
Owner Occupied	17.06%	26.61%	32.44%	32.1%	65.38%
Renter Occupied	82.94%	73.39%	67.56%	67.9%	44.62%
2018 Est. Median All Owner-Occupied Housing Value	\$411,285	\$348,936	\$340,783	\$313,358	\$265,619

Source: 2018 Spotlight Demographics Report by Environics Analytics

Conclusion

The subject neighborhood is growing and revitalizing. The subject building of which the subject is a part is in the center of it and is a hub for public transportation, government offices and courthouses. The outlook for the neighborhood is good and continued growth and increased rental rates and values are expected.

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## SITE DESCRIPTION

The parent site of which the subject is a part is located at the northeast corner of NW 1<sup>st</sup> Street and NW 2<sup>nd</sup> Avenue in Downtown Miami. The site is rectangular, generally level and on-grade with surrounding roadways. Selected characteristics of the site are summarized below.

### SITE DATA

#### Physical Description

Net Site Area <sup>1</sup> :	320,035 Square Feet or	7.35 Acres
Shape:	Rectangular	
Primary Road Frontage:	±601 Feet	NW 2nd Avenue
Secondary Road Frontage:	±320 Feet	1st Street
Secondary Road Frontage:	±467 Feet	3rd Street
Excess Land Area:	None	
Surplus Area:	None	
Zoning:	CI, Civic Institution	
Drainage:	Assumed Adequate	
Topography	Level and at Street Grade	
Soil & Subsoil	Assumed Adequate	
Utilities:		
Water:	Miami-Dade County	
Sewer:	Miami-Dade County	
Electricity:	Florida Power & Light	
Telephone:	Various	

Source: Various Sources

## DESCRIPTION OF IMPROVEMENTS

The subject of this assignment is a ±1,067 square foot ground floor commercial space in the Stephen P. Clark Government Center Complex (Government Center) at 111 NW 1<sup>st</sup> Street in downtown, Miami-Dade County. The space has shared, non-contiguous restrooms. It was formerly occupied City National Bank as a bank branch. Due to a merger the bank vacated the space on May 25, 2018. The building in which the subject space is located is a 31-story, high-rise office tower owned and fully occupied by the Miami-Dade County Government Administration. It was built in 1984 is in average condition. Reportedly there are approximately 2,100 employees working in the building and approximately 2,300 daily visitors.

The Government Center Complex, located across from the County Courthouse and the Federal Courthouse, is also the location of main station for Miami Metrorail and Miami MetroMover. According to ridership reports an average of 10,000 to 11,000 board Metrorail and 6,700 to 7,850 board MetroMover at Government Center on an average weekday. In fact, the ground floor portion where the subject commercial space is located is owned and controlled by Miami-Dade Transit.

The lease specifies an area of 1,067 square feet. However, based on my measurements, the subject space measures 26.42 feet by 46.58 feet for an area of approximately 1,231 square feet. As a bank branch it has a teller platform approximately 31 feet from the main entrance door. The space has no built-in vault but could accommodate a portable vault. The exterior walls consist of floor to ceiling glass allowing for good visibility; however, the space is in a less used corner of the ground floor plaza and is partially obscured by escalators. It has a window wall with exposure to the exterior and an entrance door to the complex on the NW 1<sup>st</sup> Avenue side is nearby. The main NW 1<sup>st</sup> Street entrance and a secondary entrance are also nearby. There may be a possibility of expanding the subject space to the west.

The space has tile floors on the front customer area and carpeted floors behind the teller line. The entire space has acoustical tile ceilings. The rear area has painted drywall. The space experiences noise from the comings and goings of the Metrorail trains.

### CONCLUSION

In spite of some minor issues (noise, partially obscured visibility from parts of the ground floor plaza), the subject space has a unique location in Government Center, which enjoys a high level of foot traffic that is likely to increase as Brightline gains momentum, Metrorail is improved with new cars and more reliable service and additional planned development in the downtown area is completed. As such, the subject space is a good location for another bank branch or other small retailer.

## HIGHEST & BEST USE

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Highest and best use is defined in The Dictionary of Real Estate Appraisal as:

*The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible and results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum profitability.*

The highest and best use of the property is analyzed first, as if the land were vacant, and secondly, as improved.

### HIGHEST AND BEST USE, AS IF VACANT

The subject space is a commercial space within a government complex. The highest and best use as a vacant site is not relevant for the subject.

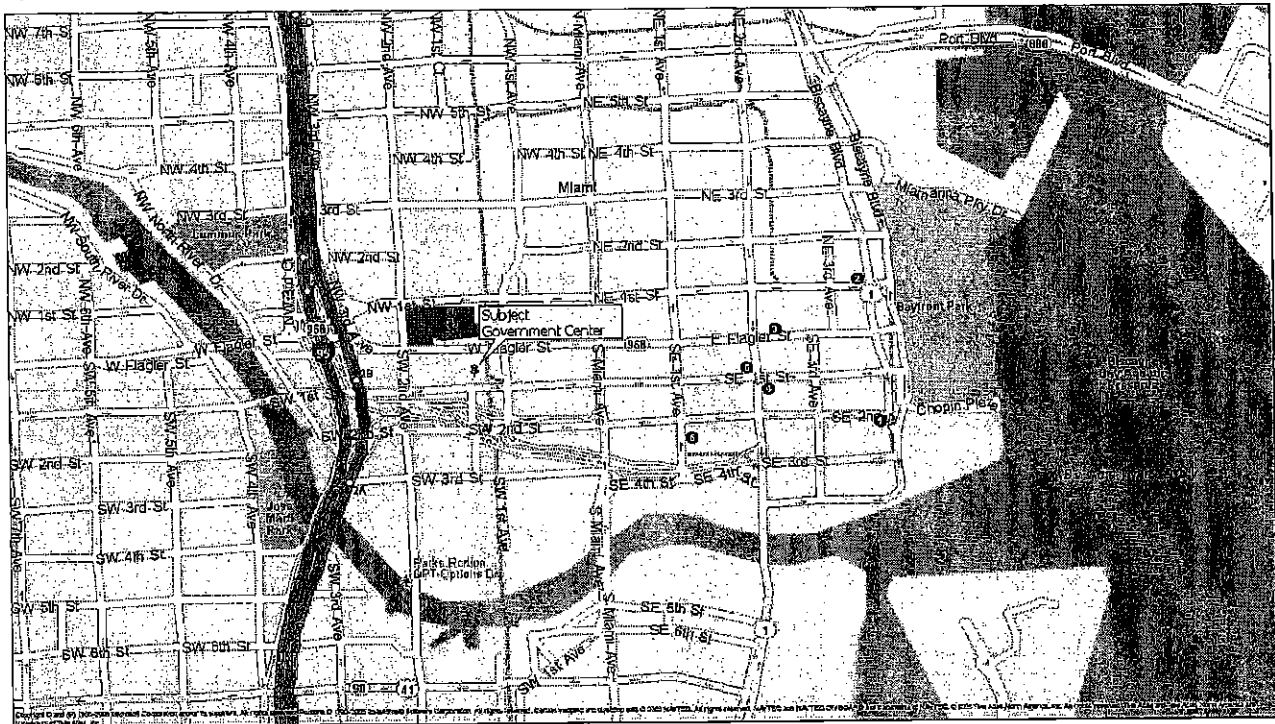
### HIGHEST AND BEST USE, AS IMPROVED

The subject commercial space is well suited for retail or perhaps an office use that can benefit from the proximity to the county administrative offices and foot traffic created by Metrorail and nearby courthouses in the downtown area. Retail or office use would be permissible. The subject was formerly occupied by a bank branch. A bank use would most easily utilize the space with minimal modifications. As such, the subject space is best suited for another bank branch, a small retailer, government agency or perhaps an office user.

## MARKET RENT ANALYSIS

To estimate the market rent for the subject space we researched the downtown market for data on recent lease transactions and current listings. In researching the local market, the following comparables were identified. Additional information on each comparable is included in the addendum.

### Location Map



SUMMARY OF RENT COMPARABLES													
Comp. No.	Property Name	Location	Status	Year Built	Available Space	Expense Basis	Quoted Rental Rate	CAM	Adjustment (Electricity)	Gross Rent	Adjustment	Triple Net Rate	
1	Southeast Financial Center	200 S Biscayne Boulevard Miami, FL 33131	Asking	1984	2,300	Triple Net	\$85.00	\$14.00	\$0.00	\$99.00	-\$14.00	\$85.00	
2	New World Tower	100 N Biscayne Boulevard Miami, FL	Asking	1966 / Renovated 2012	820	Triple Net	\$75.00	\$15.00	\$0.00	\$90.00	-\$15.00	\$75.00	
3	219 E Flagler Street	219 E Flagler Street Miami, FL	Asking	1984	2,523	Triple Net	\$40.00	\$11.00	\$0.00	\$51.00	-\$11.00	\$40.00	
4	200 Building	200 SE 1st Street Miami, FL	Asking	1970	7,423	Modified Gross	\$75.00	\$0.00	\$1.52	\$76.52	-\$14.50	\$62.02	
5	Miami Tower (Lovely Eyebrows & Spa)	100 SE 2nd Street Miami, FL	Actual	1987	1,261	Modified Gross	\$48.00	\$0.00	\$1.52	\$49.52	-\$14.50	\$35.02	
			Actual		400	Modified Gross	\$60.00	\$0.00	\$1.52	\$61.52	-\$14.50	\$47.02	
6	Centro Condominiums (Ocean Bank Space)	151 SW 1st Street Miami, FL	Actual	2016	2,150	Triple Net	\$65.00	\$13.00	\$0.00	\$78.00	-\$13.00	\$65.00	
										Minimum		\$49.52	\$35.02
										Maximum		\$99.00	\$85.00
										Average		\$73.21	\$58.44
Subject	9900 Building	111 NW 1st Street Miami, FL		1984	1,231								

Notes: Electricity cost based on data for Miami Downtown Office buildings as reported by IREM in the 2017 "Office Buildings income/expense Analysis" report  
 CAM for Comparables 4 and 5 is estimated by the appraiser based on Comparables 1 and 2. IREM reports total operating costs of \$12.76/SF in their 2017 report

Source: BBG, Inc

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The rent comparables indicate a rental rate range of \$35.02 to \$85.00 per square foot triple net and average \$58.44 per square foot. On a gross basis the rents range from \$48.00 to \$99.00 per square foot and average \$73.21 per square foot.

In our judgment Comparable 5 is clearly inferior to the subject. It is less marketable space with lower foot traffic that was formerly used as a rental office. The 400 square foot space rented for \$60 per square foot is less comparable because of its size. Therefore Comparable 5 was excluded from serious consideration.

Comparable 3 on Flagler Street has less exposure to foot traffic than the subject and a substantially lower employee population within the building. Therefore, it was given no significant weight in the analysis.

Comparable 1 in the Southeast Financial Center which contains 1,225,000 square feet. The space offered at \$85.00 per square foot triple net is end cap space with exposure to SE 2<sup>nd</sup> Street which is a very heavily travelled roadway. It is considered to be significantly superior to the subject. Therefore, Comparable 1 was excluded from serious consideration.

The remaining comparables, Comparables 2, 4, and 6 indicate a range of \$62.00 to \$75.00 per square foot, triple net or \$76.52 to \$90.00 per square foot, gross. Comparable 2 at \$75.00 per square foot triple net has frontage on Biscayne Boulevard. The rent is an asking rate that would likely get negotiated downward.

Comparables 4 and 6 at \$62.02 to \$65.00 per square foot triple net or \$76.52 to \$78.00 per square foot gross are considered to be the best indicators for the subject.

The subject is considered to be more similar to a space with frontage on a secondary roadway. Comparable 4 has good traffic on a secondary roadway with a lower traffic volume than Biscayne Boulevard and SE 2<sup>nd</sup> Street. The space though larger than the subject at 7,423 square feet, was previously occupied by Ocean Bank. It is configured as a bank branch like the subject. The asking rent is \$75.00 modified gross which was estimated to be equivalent to \$76.52 per square foot gross or \$62.02 per square foot triple net. With an allowance of 5% to 10% for negotiation a rent of \$55.82 to \$58.92 per square foot is indicated.

Comparable 6, containing 2,150 square feet of raw shell space is an actual lease for space leased to a bank; Ocean Bank. The lease was for \$65.00 per square foot triple net which is estimated to be equivalent to \$78.00 per square foot gross. The lease was for a base term of 10 years with annual increases of 2.5%. The annual increases are 3% per year for any renewal periods. It included a tenant improvement allowance for the shell space of \$40.00 per square foot or \$4.00 per lease year of the base term. The space is similar in size to the subject and was rented for the same use. However, the location of Comparable 4 with good street exposure for both pedestrian and vehicular traffic is considered to be somewhat superior.

As result of the above, a rental rate of \$55.92 to \$65.00 per square foot triple net appears to be applicable to the subject. With the above comparisons in mind, it is my opinion that the current market rent for the subject bank branch space is \$60.00 per square foot triple net or \$74.50 per square foot gross. Previously, the space was rented on a ten-year lease term beginning in 2009 at \$65.00 per square foot

## MARKET RENT ANALYSIS

gross without annual increases. Based on available data the opinion of market appears reasonable and appropriate.

Based on the research it is my opinion that the typical market lease terms for the subject space are as follows:

MARKET LEASE TERMS	
NRA (SF)	1,231
Market Rent (\$/SF/Yr.) NNN	\$60.00
Expense Structure	Triple Net
Estimated Expense Pass Through	\$14.50
Market Rent (\$/SF/Yr.) Gross	\$74.50
Concessions	Negotiable but typically none
Annual Escalations	2.5% - 3%/Year Most are at 3% per Year
Tenant Improvements	Negotiable but depending on the condition of the space, term of the lease and quality of the tenant TI may be offered at \$20 to \$30.00/SF on 2nd generation space
Tenant Improvements (Renewal)	Usually None
Leasing Commissions (New)	4% to 6% on Guaranteed rent for the base term paid upfront by
Typical Base Lease Term (Years)	5- 10 Years

Source: BBG, Inc

Assuming an average annual increase of 3% per year the average rent or flat rent over a 10- year lease term is \$68.78 per square foot triple net or \$85.41 per square foot gross. The rent represents a compound increase of 2.77% per year over the previous lease signed January 2009. With that in mind relative to inflation and typical rent increases, the increase over the previous lease appears reasonable.

The subject space has no built-in vault and no drive through facility. However, it has an ATM location immediately outside the existing former bank branch space on the ground floor and one on the second floor adjacent to the Metrorail turnstiles. The ATMs were included without additional charge as part of the rent charged to City National Bank, the existing tenant which has recently vacated space. It is my opinion that as a typical bank branch amenity the opinion of market rent reflected above includes the capacity to have a ground floor ATM. Due to the nature of the space it is also my opinion that rent includes the option to have an ATM, small sign or small self-serve kiosk adjacent to the Metrorail turnstiles at the current location and size as the existing ATM at no additional charge.

## UNDELYING ASSUMPTIONS AND LIMITING CONDITIONS

### UNDERLYING ASSUMPTIONS AND LIMITING CONDITIONS

In conducting this appraisal, it was assumed that:

1. The appraiser(s) assume(s) no responsibility for legal matters affecting the subject property or the title thereto; nor do we render any opinion as to the title, which is assumed to be good and marketable. The appraisal also assumes the property has no private deed restrictions, limiting the use of the subject property in any way.
2. The property is appraised as though free and clear, under responsible ownership and competent, aggressive management.
3. BBG, Inc assumes that the subject property will be under prudent and competent management and ownership; neither inefficient or super-efficient.
4. No physical survey was made especially for this appraisal. All plats of record and information supplied by ownership is assumed to be true and correct. Any plats or sketches included in this report are not surveys and should not be relied upon as such. They are included to aid the reader in visualizing the property.
5. Load bearing capacity of subsoil is assumed to be adequate for the present or proposed utilization but no borings or engineering studies have been made especially for this appraisal and the value conclusion could be affected by such information.
6. All statements of fact related to the analyses, opinions and conclusions contained in this report are true and correct to the best of the appraiser's knowledge and belief. The appraiser may rely upon the information and materials provided by the Client as accurate, true and correct.
7. The information on which this appraisal is based has been obtained from sources normally used by the BBG, Inc. that are considered to be reliable, but it is in no sense is guaranteed.
8. This assignment does not include testimony for courts, other authoritative bodies or organizations. If we are requested to provide testimony pursuant to any legal or other proceedings, an additional fee will be charged on an hourly basis at our then prevailing rate plus expenses, if any. The hourly billings will include preparation (excluding the appraisal report), waiting and travel time and all meetings and activities related to the proceeding.
9. Unless noted otherwise, no evidence of termites, dry rot, faulty wiring, faulty plumbing or other hidden physical conditions detrimental to value was discovered at the time of inspection. Unless stated otherwise, the property is assumed to be structurally sound and the systems and components that are part of the property are assumed to be in good working order.
10. It is assumed that all required licenses and/or permits, consents, re-certifications or other legislative or administrative authority from any local, state or national governmental or private entity or organization have been or can be obtained or renewed for any use in which the value estimates contained in this report are based, in a timely manner and without unusual cost.
11. It should be recognized that the appraiser is not an engineer, construction contractor or professional building inspector and that this appraisal report should not in any way be construed as a formal property condition or inspection. The appraiser has only performed very general, visual observations of areas accessible during the site visit and the appraisal report cannot and should not be relied upon to disclose conditions and/or defects in the property.
12. The appraiser makes no representation or warranties as to the adequacy or condition of appliances, electrical systems, plumbing and heating, air conditioning, presence of insulation, adequacy or condition of structural systems or any other subsystem within the property. The appraiser(s) assume(s) no responsibility for any costs incurred to discover or correct any deficiencies present in the property.

## ASSUMPTIONS & LIMITING CONDITIONS

13. All furnishings, equipment and business operations, except as specifically stated and typically considered as part of real property, were excluded from consideration. Unless stated otherwise we considered the real property only. Any existing or proposed improvements, on or off-site, as well as any alterations or repairs considered, are assumed to be completed in a good workmanlike manner. Any estimate of Market Value is as of the date indicated; based upon the information, conditions and projected levels of operation.
14. No consideration has been given to any possible effects on value that may be caused by environmental restrictions placed on this property by federal, state, city or county governments or any of their agencies in regards to pollutants or annoyances of any kind. No responsibility has been assumed for any of these matters.
15. The existence of potentially hazardous materials used in construction or maintenance of the building (such as the presence of urea formaldehyde foam insulation or asbestos, etc.), and the existence of toxic waste(s) which may or may not be present on the property have not been considered. The value estimates are subject to modification in the event any such potentially hazardous materials are detected on the property by a qualified expert.
16. The Americans with Disabilities Act (ADA) became effective January 26, 1992. Notwithstanding any discussion of possible readily achievable barrier removal construction items in this report, BBG, Inc has not made a specific compliance survey and analysis of this property to determine whether it is in conformance with the various detailed requirements of the ADA. It is possible that a compliance survey of the property together with a detailed analysis of the requirements of the ADA could reveal that the property is not in compliance with one or more of the requirements of the ADA. If so, this fact could have a negative effect on the value estimated herein. Since BBG, Inc. has no specific information relating to this issue, nor is BBG, Inc. qualified to make such an assessment, the effect of any possible non-compliance with the requirements of the ADA was not considered in estimating the value of the subject property.
17. Economic projections in this report assume a level economy and the value stated is in United States currency as of the effective date of the appraisal. This appraisal is based on market conditions existing as of the date of this appraisal.
18. Cash flows included in the analysis are forecasts of estimated future operating characteristics based on the information and assumptions contained within the report. Our projections of income, expenses and economic conditions should not be regarded as predictions of the future. Rather, they are estimates of current market expectations of future income and expenses. The achievement of the financial projections may be affected by fluctuating and/or unforeseen economic conditions and are dependent upon other future events that cannot be guaranteed. Actual results may vary from the projections developed herein. We do not warrant these forecasts will occur. Projections may be affected by circumstances beyond our current realm of knowledge or control.
19. This confidential report is prepared for the sole use and benefit of Wells Fargo Bank and for no other use or user. However, the Client may provide complete final copies of the report in its entirety (but not component parts) to third parties who may review the report in connection with its intended use for informational purposes only. The appraiser-client relationship is Wells Fargo Bank only, as the client. This report should not be used by third parties for any purpose other than to understand the information available to the Bank concerning this property and the appraisal's intended use. Wells Fargo Bank and the appraisers assume no responsibility if this report is used in any other manner.
20. This report may not be duplicated in whole or in part without the specific written consent of BBG, Inc. nor may this report or any derivative copies be transmitted to third parties without written consent, which we reserve the right to deny. However duplication for the internal use of the client-addressee and/or transmission to attorneys, accountants, and/or advisors of the client-addressee in connection with the intended use specified is permitted. Transmission of the report

## ASSUMPTIONS & LIMITING CONDITIONS

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- to any court, governmental authority, or regulatory agency having jurisdiction over the party/parties for whom this appraisal was prepared is also permitted.
21. The value estimate provided in the report applies to the entire property and any pro ration or division of the title into fractional interests will invalidate the value estimate, unless such pro ration or division of interests has been set forth in the report.
  22. The distribution of the total valuation in this report between land and improvements applies only under the existing program of utilization. Component values for land and/or buildings are not intended to be used in conjunction with any other property or appraisal and are invalid if so used.
  23. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser or firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news, sales or other media without prior written consent and approval of its contents shall not be published, in whole or in part, in any public document without the express written consent of the appraiser and BBG, Inc. Any third party, not covered by the exemptions herein, which may possess this report, is advised that they should rely on their own independently secured advice for any decision in connection with this property. BBG, Inc. shall have no accountability or responsibility to any such third party.
  24. Acceptance and/or use of this report constitutes full acceptance of the Contingent and Limiting Conditions and special assumptions set forth in this report. It is the responsibility of the Client, or client's designees, to read in full, comprehend and thus become aware of the aforementioned contingencies and limiting conditions.
  25. The Client will hold the appraiser harmless from any claims, expenses, judgments or other items or costs arising as a result of 1) this appraisal being used for purposes other than as intended; 2) the Client or his agents failure to provide a complete copy to any third party or 3) the Client or his agents providing incomplete or inaccurate appraisal results to others. In the event litigation is necessary, the prevailing party shall be entitled to recover from the other, reasonable attorney fees and costs.
  26. This report is for the sole use of the Client; however, the Client may provide complete final copies of the report in its entirety (but not component parts) to third parties who may review the report in connection with its intended use. The appraiser is not required to explain appraisal results other than to respond to routine and customary questions of the Client.
  27. Unless stated otherwise, nothing contained in the report should be construed to represent any direct or indirect recommendation to buy, sell, or hold the subject property based on the value reported. Such decisions involve substantial investment strategy considerations and due diligence beyond the scope of this appraisal.
  28. Disclosure of the contents of this appraisal is governed by the Bylaws and Regulations of the professional organizations with which the appraisers are affiliated.

**ADDENDA**

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**GLOSSARY .....A**  
**ENGAGEMENT LETTER.....B**  
**ADDITIONAL PHOTOGRAPHS .....C**  
**RENT COMPARABLES .....D**  
**QUALIFICATIONS.....E**

**GLOSSARY**

**Assessed Value:** The value of a property according to the tax rolls in ad valorem taxation; may be higher or lower than market value, or based on an assessment ratio that is a percentage of market value.<sup>1</sup>

**Asset:**

1. Any item, the rights to which may have economic value, including financial assets (cash or bonds), business interests, intangible assets (copyrights and trademarks), and physical assets (real estate and personal property).
2. In general business usage, something owned by a business and reflected in the owner's business sheet.

**Asset:** A resource controlled by the entity as a result of past events and from which future economic benefits are expected to flow to the entity.<sup>2</sup>

**Capital Expenditure:** Investments of cash (or the creation of liability) to acquire or improve an asset, e.g., land, buildings, building additions, site improvements, machinery, equipment; as distinguished from cash outflows for expense items that are normally considered part of the current period's operations.<sup>1</sup>

**Cash Equivalency:** An analytical process in which the sale price of a transaction with nonmarket financing or financing with unusual conditions or incentives is converted into a price expressed in terms of cash or its equivalent.<sup>1</sup>

**Client:**

1. The individual, group, or entity who engages a valuer to perform a service (USPAP)
2. The party or parties who engage, by employment or contract, an appraiser in a specific assignment. Comment: The client may be an individual, group, or entity, and may engage and communicate with the appraiser directly or through an agent (USPAP, 2016-17-ed).
3. Generally the party or parties ordering the appraisal report. It does not matter who pays for the work (CUSPAP, 2014-ed).<sup>1</sup>

**Condominium Ownership:** A form of fee ownership of separate units or portions of multiunit buildings that provides for formal filing and recording of a divided interest in real property.<sup>3</sup>

**Cost Approach:** A set of procedures through which a value indication is derived for the fee simple interest in a property by estimating the current cost to construct a reproduction of (or replacement for) the existing structure, including an entrepreneurial incentive, deducting depreciation from the total cost, and adding the estimated land value. Adjustments may then be made to the indicated fee simple value of the subject property to reflect the value of the property interest being appraised.<sup>1</sup>

**Credible:**

1. Worthy of belief, supported by analysis of relevant information. Creditability is always measured in the context of intended use. (SVP)
2. Worthy of belief. Comment: Creditable assignment results require support, by relevant evidence and logic, to the degree necessary for the intended use. (USPAP, 2016-2017-ed).<sup>1</sup>

**Deferred Maintenance:** Needed repairs or replacement of items that should have taken place during the course of normal maintenance.<sup>1</sup>

**Disposition Value:** The most probable price that a specified interest in real property should bring under the following conditions: 1) Consummation of a sale within a specific time, which is short than the typical exposure time for such a property in that market. 2) The property is subjected to market conditions prevailing as of the date of valuation. 3) Both the buyer and seller are acting prudently and knowledgeably. 4) The seller is under compulsion to sell. 5) The buyer is typically motivated. 6) Both parties are acting in what they consider to be their best interests. 7) An adequate marketing effort will be made during the exposure time. 8) Payment will be made in cash in U.S. dollars (or the local currency) or in terms of financial arrangements comparable thereto. 9) The price represents the normal consideration of the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale. This definition can also be modified to provide for valuation with specified financing terms.<sup>1</sup>

**Economic Life:** The period over which improvements to real property contribute to property value.<sup>1</sup>

**Effective Date:** 1) The date on which the analyses, opinions, and advice in an appraisal, review, or consulting service apply. 2) In a lease document, the date upon which the lease goes into effect.<sup>1</sup>

**Effective Gross Income Multiplier (EGIM):** The ratio between the sale price (or value) of a property and its effective gross income.<sup>1</sup>

**Effective Rent:** Total base rent, or minimum rent stipulated in a lease, over the specified lease term minus rent concessions, the rent that is effectively paid by a tenant net of financial concessions provided by a landlord.<sup>1</sup>

**Exposure Time:** 1) The time a property remains on the market. 2) The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal. Comment: Exposure time is a retrospective opinion based on an analysis of past events assuming a competitive and open market (USPAP 2016-2017-ed).<sup>1</sup>

**Extraordinary Assumptions:** An assumption, directly related to a specific assignment, as of the effective date of the assignment results, which, if found to be false, could alter the appraiser's opinions or conclusions. Comment: Extraordinary assumptions presume as fact otherwise uncertain information about physical, legal, or economic characteristics of the subject property, or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis. (USPAP, 2016-2017 ed).<sup>1</sup>

**Fair Market Value:** In nontechnical usage, a term that is equivalent to the contemporary usage of market value.<sup>1</sup>

**Fair Share:** That portion of total market supply accounted for by a subject property. For example, a 100-key hotel in 1,000-key market has a fair share of 10%.<sup>1</sup>

**Fair Value:**

1. The price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. (FASB)
2. The estimated price for the transfer of an asset or liability between identified knowledgeable and willing parties that reflects the respective interests of those parties. (This does not apply to valuations for financial reporting.) (IVS).<sup>1</sup>

**Fair Value:** The price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date.<sup>2</sup>

**Fee Simple Estate:** Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.<sup>1</sup>

**Floor Area Ratio (FAR):** The relationship between the above-ground floor area of a building, as described by the zoning or building code, and the area of the plot on which it stands; in planning and zoning, often expressed as a decimal, e.g., a ratio of 2.0 indicates that the permissible floor area of a building is twice the total land area.<sup>1</sup>

**Going-Concern Value:** 1) 73. An established and operating business having an indefinite future life. 2) 74. An organization with an indefinite life that is sufficiently long that, over time, all currently incomplete transformations [transforming resources from one form to a different, more valuable form] will be completed.<sup>1</sup>

**Gross Building Area (GBA):** 1) Total floor area of a building, excluding unenclosed areas, measured from the exterior of the walls of the above-grade area. This includes mezzanines and basements if and when typically included in the market area of the type of property involved. 2) Gross leasable area plus all common areas. 3) 16. For residential space, the total area of all floor levels measured from the exterior of the walls and including the super structure and substructure basement; typically does not include garage space.<sup>1</sup>



**Highest and Best Use:** 1) The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity. 2) The use of an asset that maximizes its potential and that is possible, legally permissible, and financially feasible. The highest and best use may be for continuation of an asset's existing use or for some alternative use. This is determined by the use that a market participant would have in mind for the asset when formulating the price that it would be willing to bid. (IVS). 3) [The] highest and most profitable use for which the property is adaptable and needed or likely to be needed in the reasonably near future. (Uniform Appraisal Standards for Federal Land Acquisitions)<sup>1</sup>

**Hypothetical Condition:** 1) 117. A condition that is presumed to be true when it is known to be false. (SVP). 2) A condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis. Comment: Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis. (USPAP, 2016-2017 ed.)<sup>1</sup>

**Income Capitalization Approach:** Specific appraisal techniques applied to develop a value indication for a property based on its earning capability and calculated by the capitalization of property income.<sup>1</sup>

**Inspection:** Personal observation of the exterior or interior of the real estate that is the subject of an assignment performed to identify the property characteristics that are relevant to the assignment, such as amenities, general physical condition, and functional utility. Note that this is not the inspection process performed by a licensed or certified building inspector.<sup>1</sup>

**Insurable Value:** A type of value for insurance purposes.<sup>1</sup>

**Intangible Assets:** 1) A nonmonetary asset that manifests itself by its economic properties. It does not have physical substance but grants rights and economic benefits to its owner. (IVS). 2) A nonphysical asset such as a franchise, trademark, patent, copyright, goodwill, equity, mineral right, security, and contract (as distinguished from physical assets) that grant rights and privileges, and have value for the owner. (ASA). 3) An identifiable nonmonetary asset without physical substance. An asset is a resource that is controlled by the entity as a result of past events (for ex-ample, purchase or self-creation) and from which future economic benefits (inflows of cash or other assets) are expected. [IAS 38.8] Thus, the three critical attributes of an intangible asset are: identifiability, control (power to obtain benefits from the asset), future economic benefits (such as revenues or reduced future costs). (IAS 38)<sup>1</sup>

**Intangible property:** Nonphysical assets, including but not limited to franchises, trademarks, patents, copyrights, goodwill, equities, securities, and contracts as distinguished from physical assets such as facilities and equipment. (USPAP, 2016-2017 ed.)<sup>1</sup>

**Intended Use:** 1) The valuer's intent as to how the re-port will be used. (SVP) 2) The use or uses of an appraiser's reported appraisal or appraisal review assignment opinions and conclusions, as identified by the appraiser based on communication with the client at the time of the assignment. (USPAP, 2016-2017 ed.)<sup>1</sup>

**Intended User:** 1) The party or parties the valuer intends will use the report. (SVP) 2) The client and any other party as identified, by name or type, as users of the appraisal or appraisal review report by the appraiser on the basis of communication with the client at the time of the assignment. (USPAP, 2016-2017 ed.)<sup>1</sup>

**Internal Rate of Return ("IRR"):** The annualized yield rate or rate of return on capital that is generated or capable of being generalized within an investment of portfolio over a period of ownership. Alternatively, the indicated return of capital associated with a projected or pro forma income stream. The discount rate that equates the present value of the net cash flows of a project with the present value of the capital investment. It is the rate at which the Net Present Value (NPV) equals zero. The IRR reflects both the return on invested capital and the return of the original investment, which are basic considerations of potential investors. Therefore, deriving the IRR from an analysis of market transactions of similar properties having comparable income

patterns is a proper method for developing market discount rates for use in valuations to arrive at Market Value. Used in discounted cash flow analysis to find the implied or expected rate of return of the project, the IRR is the rate of return which gives a zero net present value (NPV). See also equity yield rate (YE); financial management rate of return (FMRR); modified internal rate of return (MIRR); yield rate (Y).<sup>1</sup>

**Investment Value:** 1) The value of a property to a particular investor or class of investors based on the investor's specific requirements. Investment value may be different from market value because it depends on a set of investment criteria that are not necessarily typical of the market. 2) The value of an asset to the owner or a prospective owner for individual investment or operational objectives. (IVS)<sup>1</sup>

**Leasehold Interest:** The right held by the lessee to use and occupy real estate for a stated term and under the conditions specified in the lease.<sup>1</sup>

**Leased Fee Interest:** The ownership interest held by the lessor, which includes the right to receive the contract rent specified in the lease plus the reversionary right when the lease expires.<sup>1</sup>

**Liquidation Value:** The most probable price that a specified interest in real property should bring under the following conditions: 1) Consummation of a sale within a short time period; 2) The property is subjected to market conditions prevailing as of the date of valuation; 3) Both the buyer and seller are acting prudently and knowledgeably; 4) The seller is under extreme compulsion to sell; 5) The buyer is typically motivated. 6) Both parties are acting in what they consider to be their best interests. 7) A normal marketing effort is not possible due to the brief exposure time 8) Payment will be made in cash in U.S. dollars or in terms of financial arrangements comparable thereto. 9) The price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale. This definition can also be modified to provide for valuation with specified financing terms.<sup>1</sup>

**Load Factor:** A measure of the relationship of common area to useable area and therefore the quality and efficiency of building area layout, with higher load factors indicating a higher percentage of common area to overall rentable space than lower load factors; calculated by subtracting the amount of usable area from the rentable area and then dividing the difference by the usable area:<sup>1</sup>  
Load Factor =

$$\frac{(\text{Rentable Area} - \text{Useable Area})}{\text{Useable Area}}$$

**Market Value.** The major focus of most real property appraisal assignments. Both economic and legal definitions of market value have been developed and refined.\*

1. The most widely accepted components of market value are incorporated in the following definition: The most probable price that the specified property interest should sell for in a competitive market after a reasonable exposure time, as of a specified date, in cash, or in terms equivalent to cash, under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, for self-interest, and assuming that neither is under duress.

2. Market value is described, not defined, in the Uniform Standards of Professional Appraisal Practice (USPAP) as follows: A type of value, stated as an opinion, that presumes the transfer of a property (i.e., a right of ownership or a bundle of such rights), as of a certain date, under specific conditions set forth in the definition of the term identified by the appraiser as applicable in an appraisal. Comment: Forming an opinion of market value is the purpose of many real property appraisal assignments, particularly when the client's intended use includes more than one intended user. The conditions included in market value definitions establish market perspectives for development of the opinion. These conditions may vary from definition to definition but generally fall into three categories:

- the relationship, knowledge, and motivation of the parties (i.e., seller and buyer);
- the terms of sale (e.g., cash, cash equivalent, or other terms); and
- the conditions of sale (e.g., expo- sure in a competitive market for a reasonable time prior to sale).

USPAP also requires that certain items be included in every appraisal report. Among these items, the following are directly related to the definition of market value:

- Identifications of the specific property rights to be appraised.
- Statement of the effective date of the value opinion.
- Specification as to whether cash, terms equivalent to cash, or other precisely described financing terms are assumed as the basis of the appraisal.
- If the appraisal is conditioned upon financing or other terms, specification as to whether the financing or terms are at, below, or above market interest rates and/or contain unusual conditions or incentives. The terms of above- or below-market interest rates and/or other special incentives must be clearly set forth; their contribution to, or negative influence on, value must be described and estimated; and the market data supporting the opinion of value must be described and explained.

3. The following definition of market

value is used by agencies that regulate federally insured financial institutions in the United States: The most probable price that a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

Buyer and seller are typically motivated;

Both parties are well informed or well advised, and each acting in what they consider their own best interests;

A reasonable time is allowed for exposure in the open market;

Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and

The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

(12 C.F.R. Part 34.42(g); 55 Federal Register 34696, August 24, 1990, as amended at 57 Federal Register 12202, April 9, 1992; 59 Federal Register 29499, June 7, 1994)

4. The International Valuation Standards Council defines market value for the purpose of international standards as follows: The estimated amount for which an asset or liability should exchange on the valuation date between a willing buyer and a willing seller in an arm's length transaction, after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion. (IVS)

5. The Uniform Standards for Federal Land Acquisitions defines market value as follows: Market value is the amount in cash, or on terms reasonably equivalent to cash, for which in all probability the property would have sold on the effective date of the appraisal, after a reasonable exposure time on the open competitive market, from a willing and reasonably knowledgeable seller to a willing and reasonably knowledgeable buyer, with neither acting under any compulsion to buy or sell, giving due consideration to all available economic uses of the property at the time of the appraisal. (Uniform Appraisal Standards for Federal Land Acquisitions)<sup>1</sup>

**Market Value "As If Complete" On The Appraisal Date:**

Market value as if complete on the effective date of the appraisal is an estimate of the market value of a property with all construction, conversion, or rehabilitation hypothetically completed, or under other specified hypothetical conditions as of the date of the appraisal. With regard to properties wherein anticipated market conditions indicate that stabilized occupancy is not likely as of the date of completion, this estimate of value should reflect the market value of the property as if complete and prepared for occupancy by tenants.

**Market Value "As Is" On The Appraisal Date:** Value As Is -The value of specific ownership rights to an identified parcel of real estate as of the effective date of the appraisal; relates to what physically exists and is legally permissible and excludes all assumptions concerning hypothetical market conditions or possible rezoning. See also effective date; prospective value opinion.

**Market Value of the Total Assets of the Business:** The market value of the total assets of the business is the market value of all of the tangible and intangible assets of a business as if sold in aggregate as a going concern. This assumes that the business is expected to continue operations well into the future.<sup>4</sup>

**Marketing Time:** An opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of an appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal. (Advisory Opinion 7 of the Appraisal Standards Board of The Appraisal Foundation and Statement on Appraisal Standards No. 6, "Reasonable Exposure Time in Real Property Market Value Opinions" address the determination of reasonable exposure and marketing time.)<sup>3</sup>

**Net Lease:** A lease in which the landlord passes on all expenses to the tenant. See also lease.<sup>1</sup>

**Net Rentable Area (NRA):** 1) The area on which rent is computed. 2) The Rentable Area of a floor shall be computed by measuring to the inside finished surface of the dominant portion of the permanent outer building walls, excluding any major vertical penetrations of the floor. No deductions shall be made for columns and projections necessary to the building. Include space such as mechanical room, janitorial room, restrooms, and lobby of the floor.<sup>5</sup>

**Penetration Ratio (Rate):** The rate at which stores obtain sales from within a trade area or sector relative to the number of potential sales generated; usually applied to existing facilities. Also called: penetration factor.<sup>1</sup>

**Prospective opinion of value.** A value opinion effective as of a specified future date. The term does not define a type of value. Instead it identifies a value opinion as being effective at some specific future date. An opinion of value as of a prospective date is frequently sought in connection with projects that are proposed, under construction, or under conversion to a new use, or those that have not yet achieved sellout or a stabilized level of long-term occupancy.<sup>1</sup>

**Reconciliation:** A phase of a valuation assignment in which two or more value indications are processed into a value opinion, which may be a range of value, a single point estimate, or a reference to a benchmark value.<sup>1</sup>

**Reliable Measurement:** [The IAS/IFRS framework requires that] neither an asset nor a liability is recognized in the financial statements unless it has a cost or value that can be measured reliably.<sup>2</sup>

**Remaining Economic Life:** The estimated period over which existing improvements are expected to contribute economically to a property; an estimate of the number of years remaining in the economic life of a structure or structural components as of the effective date of the appraisal; used in the economic age-life method of estimating depreciation.<sup>1</sup>

**Replacement Cost:** The estimated cost to construct, at current prices as of the effective appraisal date, a substitute for the building being appraised, using modern materials and current standards, design, and layout.<sup>1</sup>

**Retrospective Value Opinion:** A value opinion effective as of a specified historical date. The term retrospective does not define a type of value. Instead, it identifies a value opinion as being effective at some specific prior date. Value as of a historical date is frequently sought in connection with property tax appeals, damage models, lease renegotiation, deficiency judgments, estate tax, and condemnation. Inclusion of the type of value with this term is appropriate, e.g., "retrospective market value opinion."<sup>1</sup>

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**Sales Comparison Approach:** The process of deriving a value indication for the subject property by comparing sales of similar properties to the property being appraised, identifying appropriate units of comparison, and making adjustments to the sale prices (or unit prices, as appropriate) of the comparable properties based on relevant, market-derived elements of comparison. The sales comparison approach may be used to value improved properties, vacant land, or land being considered as though vacant when an adequate supply of comparable sales is available.<sup>1</sup>

**Scope of Work:** 1) The type of data and the extent of research and analyses. (SVP). 2) The type and extent of research and analyses in an appraisal or appraisal review assignment. (USPAP, 2016-2017 ed.)<sup>1</sup>

**Stabilized value:** A value opinion that excludes from consideration any abnormal relationship between supply and demand such as is experienced in boom periods when cost and sale price may exceed the long-term value, or during periods of depression, when cost and sale price may fall short of long-term value. It is also a value opinion that excludes from consideration any transitory condition that may cause excessive construction costs, e.g., a premium paid due to a temporary shortage of supply.

**Substitution:** The principle of substitution states that when several similar or commensurate commodities, goods, services are available, the one with the lowest price will attract the greatest demand and widest distribution. This is the primary principle upon which the cost and sales comparison approaches are based.<sup>3</sup>

**Total Assets of a Business:** Total assets of a business is defined by the Appraisal Institute as "the tangible property (real property and personal property, including inventory and furniture, fixtures and equipment) and intangible property (cash, workforce, contracts, name, patents, copyrights, and other residual intangible assets, to include capitalized economic profit)."

**Use Value:**

The value of a property assuming a specific use, which may or may not be the property's highest and best use on the effective date of the appraisal. Use value may or may not be equal to market value but is different conceptually.<sup>1</sup>

<sup>1</sup>Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th ed. (Chicago: Appraisal Institute 2010). <sup>2</sup>Appraisal Institute, *International Financial Reporting Standards for Real Property Appraiser*, IFRS Website, [www.ifrs-ebooks.com/index.html](http://www.ifrs-ebooks.com/index.html). <sup>3</sup>Appraisal Institute, *The Appraisal of Real Estate*, 13th ed. (Chicago: Appraisal Institute 2008). <sup>4</sup>This definition is taken from "Allocation of Business Assets Into Tangible and Intangible Components: A New Lexicon," *Journal of Real Estate Appraisal*, January 2002, Volume LXX, Number 1. This terminology is to replace former phrases such as: value of the going concern. <sup>5</sup>Financial Publishing Company, *The Real Estate Dictionary*, 7<sup>th</sup> ed. <sup>6</sup>U.S. Treasury Regulations

**ENGAGEMENT LETTER**



Internal Services Department  
 Real Estate Development Division  
 111 N.W. 1st Street, Suite 2460  
 Miami, FL 33128-1994  
 Fax: 305-375-1125

**Proposal and Agreement for Appraisal Services**  
**Internal Services Department, Real Estate Development Division**

<b>Firm:</b>	BBG	<b>Project:</b>	Ground Floor Commercial Space at Stephen P. Clark Government Center
<b>Appraiser:</b>	<u>William R Hemingway</u>	<b>Location:</b>	<u>111 NW 1 Street, Miami, FL 33128</u>
<b>Resolution:</b>	<u>R-217-16</u>	<b>Parcel:</b>	<u>Within 01-4137-023-0020</u>

Miami-Dade County is requesting quotes for an appraisal estimating the annual market rent for approximately 1,027 square feet of ground floor commercial space within the Stephen P. Clark Government Center. The intent of the appraisal will be to assist in decision-making relative to an arm's length lease of the property to an independent party. The appraisal should be prepared in accordance with the requirements of the Federal Transit Administration (FTA) Title CFR 49, Chapter 24.103.

The space is currently built-out with modest banking improvements (no vault), situated in the southeast corner of the building. The appraiser should use their independent judgment, based upon appropriate analysis, as to whether these improvements have any impact on market rent.

The market rent conclusion should differentiate between either gross or net terms, and should specify the structure of the expenses, pass thrus, tenant improvements, typical lease term and renewals, and any other specific terms relative to the estimated market rent. Additionally, the report should provide sufficient information for the reader to understand the reasoning and analysis including appropriate summary tables, maps, and market-supportable explanation of adjustments, assumptions, and conclusions.

The appraisal shall be prepared in compliance with the current Uniform Standards of Professional Appraisal Practice (USPAP), as promulgated by the Appraisal Standards Board of the Appraisal Foundation, and FTA Title CFR 49 Chapter 24.103. Additionally, the appraiser must have an active Certified General Appraisal license in good standing with the State of Florida. The appraiser shall not be entitled to additional fees for correcting or supplementing a final appraisal report submitted in order to meet the appraisal requirements.

There is an experience requirement with this appraisal. Please return a list identifying *relevant* experience with your response to this proposal, with the appraiser's name included on the top of the experience submissions. Experience will be considered in the award.

You may be asked to consult on this project with county administrators as a separate matter from the actual appraisal preparation. Therefore, please submit in the space provided below your per diem rates for hourly, half day and full day appearances.

**To be considered responsive to this request and eligible for award, please complete all of the information requested on the following page including maximum appraisal fee, update appraisal fee, time frame for completion, hourly and per diem rates, appraiser name, and signature and return to this office with the requested experience summary on or before Thursday, August 9, 2018 2:00 pm to [dsoper@miamidade.gov](mailto:dsoper@miamidade.gov) with a copy to [bkent@miamidade.gov](mailto:bkent@miamidade.gov).**

Upon completion of the report, please deliver an electronic file to [dsoper@miamidade.gov](mailto:dsoper@miamidade.gov), and two (2) hard copies to Dawn M. Soper, Real Estate Officer, Miami-Dade County, Internal Services Department, Real Estate Development Division, 111 N.W. 1 Street, Suite 2460, Miami, Florida 33128.

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Internal Services Department  
 Real Estate Development Division  
 111 N.W. 1st Street, Suite 2460  
 Miami, FL 33128-1994  
 Fax: 305-375-1125

In accordance with Section 2-11.1 of the Code of Miami-Dade County, questions regarding the proposal may only be answered if submitted in writing to the above address. Questions should be submitted via email to [dsoper@miamidade.gov](mailto:dsoper@miamidade.gov) with a copy to the Clerk of the Board at [clerkbcc@miamidade.gov](mailto:clerkbcc@miamidade.gov) and [bkent@miamidade.gov](mailto:bkent@miamidade.gov) until such time as this appraisal assignment is awarded. Should your proposal be selected at the Appraiser Selection Committee meeting, Miami-Dade County shall return a properly executed copy of this document which will serve as your authority to proceed. Thank you for your cooperation.

While Miami-Dade County is a public entity, the appraisal, agreement, assignment results, and all information provided to the appraiser are not necessarily public record and the appraiser will be responsible for maintaining all provisions of the Uniform Standards of Professional Appraisal Practice (USPAP) including client and confidentiality obligations. Any public requests in reference to the same should be directed to Miami-Dade County, Internal Services Department.

Appraiser Selection Committee Meeting Date: August, 2018

The following information must be COMPLETE to be considered responsive to this request and eligible for award.

MAXIMUM FEE FOR APPRAISAL REPORT UNDER THIS AGREEMENT:	\$	<u>2,850</u>
UPDATE:	\$	<u>2,200</u>
TIME OF COMPLETION FROM RECEIPT OF ACCEPTANCE BY COUNTY:		<u>\$3 weeks</u>
HOURLY: <u>\$200</u>	PER DIEM: ½ DAY: <u>\$400</u>	FULL DAY: <u>\$800</u>

RESPECTFULLY SUBMITTED: William R Hemingway

State Certification No.: RZ 2351

Date: 8/9/201

ACCEPTED BY: [Signature]  
 Miami-Dade County

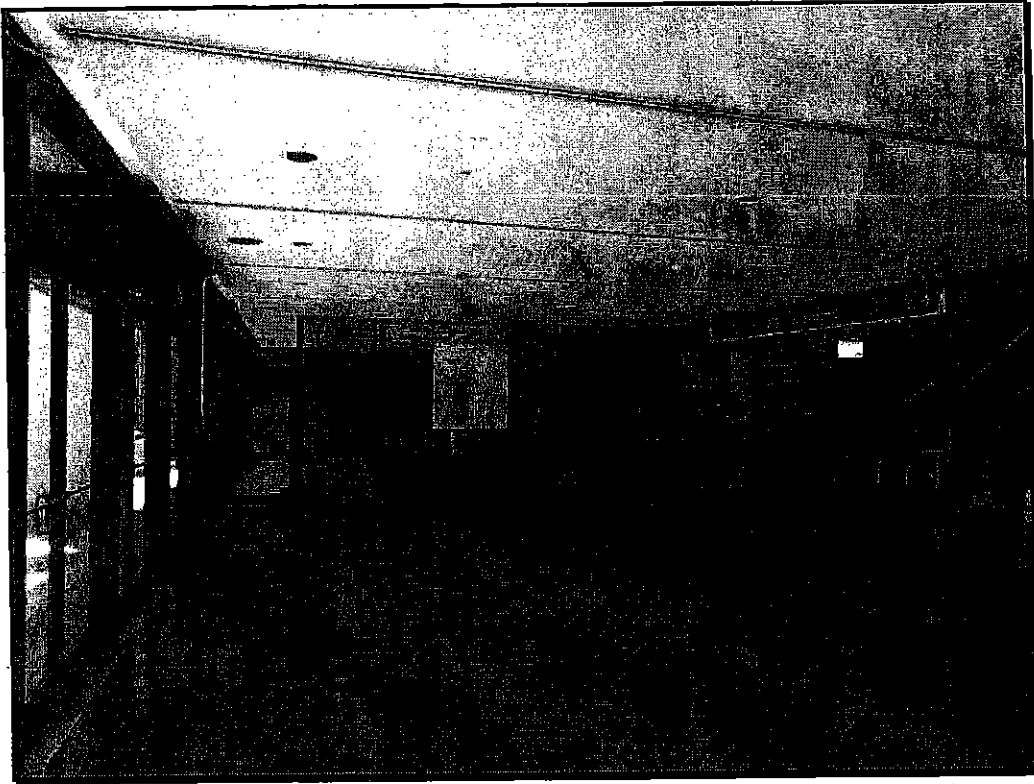
PER THIS PROPOSAL, THE FINISHED PRODUCT IS EXPECTED TO BE DELIVERED TO THIS OFFICE BY REPORT DUE DATE, BASED UPON THE APPRAISER'S QUOTED TIME OF COMPLETION FROM THE DATE OF AWARD BY MIAMI-DADE COUNTY. UNLESS AN EXTENSION IS APPROVED IN WRITING BY MIAMI-DADE COUNTY, THE APPRAISER ACKNOWLEDGES THAT THEY WILL BE IN DEFAULT OF THIS AGREEMENT AND NOT ENTITLED TO COMPENSATION FOR ANY PORTION OF WORK COMPLETED.

attachment:  
 Property Appraiser Record – Stephen P. Clark Government Center

I have completed numerous rent analyses of all types of property in Miami-Dade County

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**ADDITIONAL PHOTOGRAPHS**

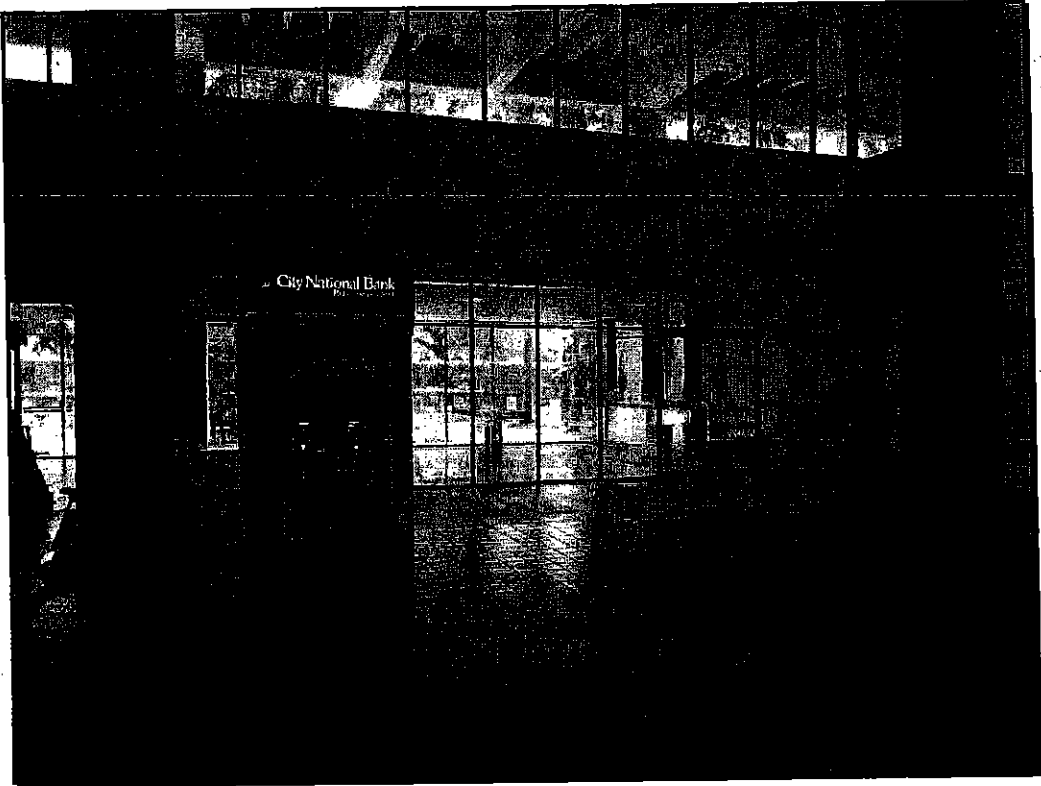


View of the Subject main entrance at the base of the Escalators

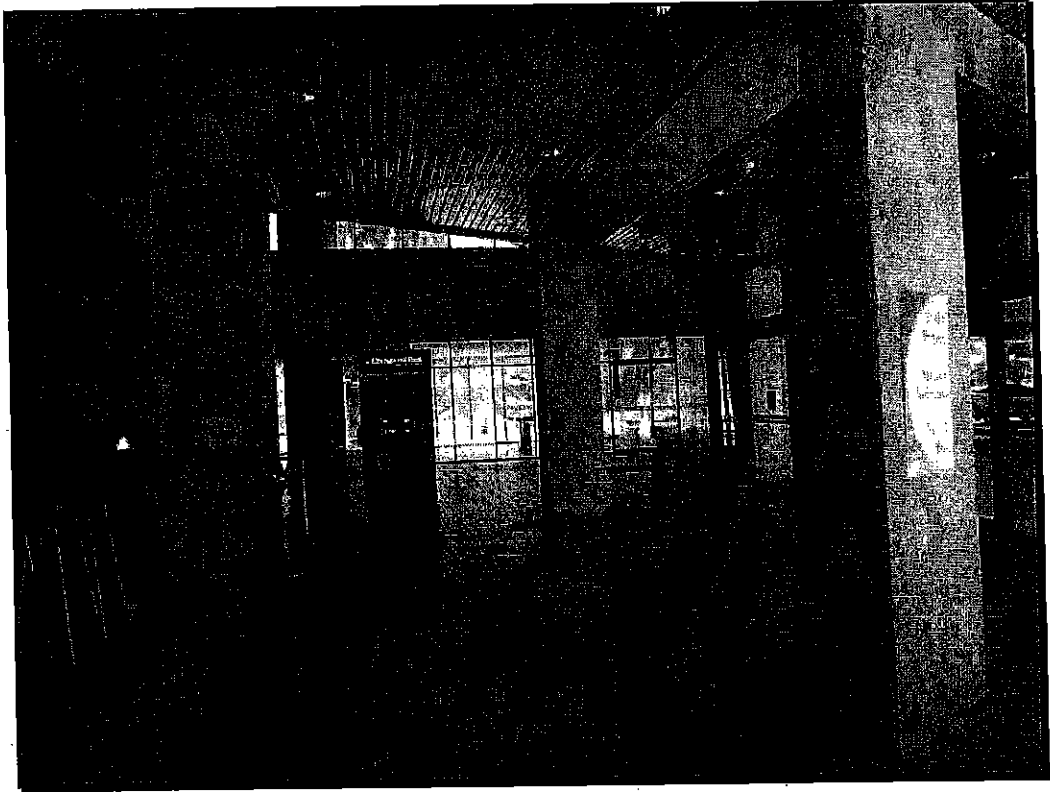


View in the Ground Floor Plaza. The subject is to the right background

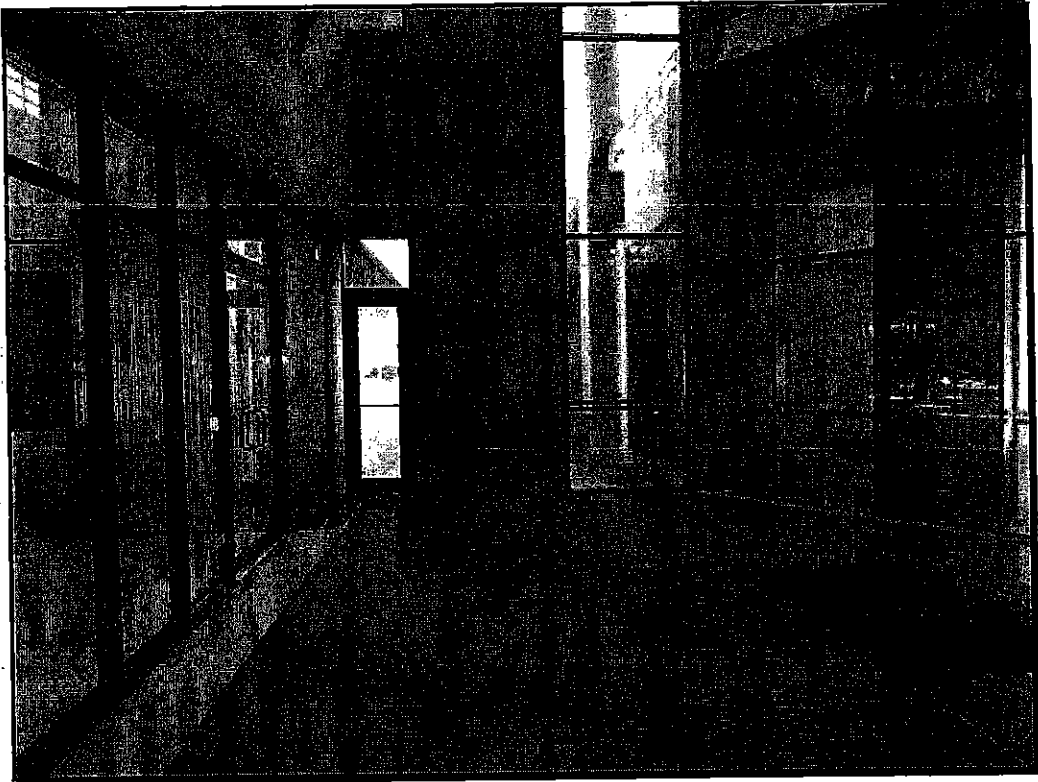




View of the Unit on the west side of the space



View of the West Side of the Space from themain NW 1st Street Entrance



View on the exterior of West side of the subject space and potential expansion area

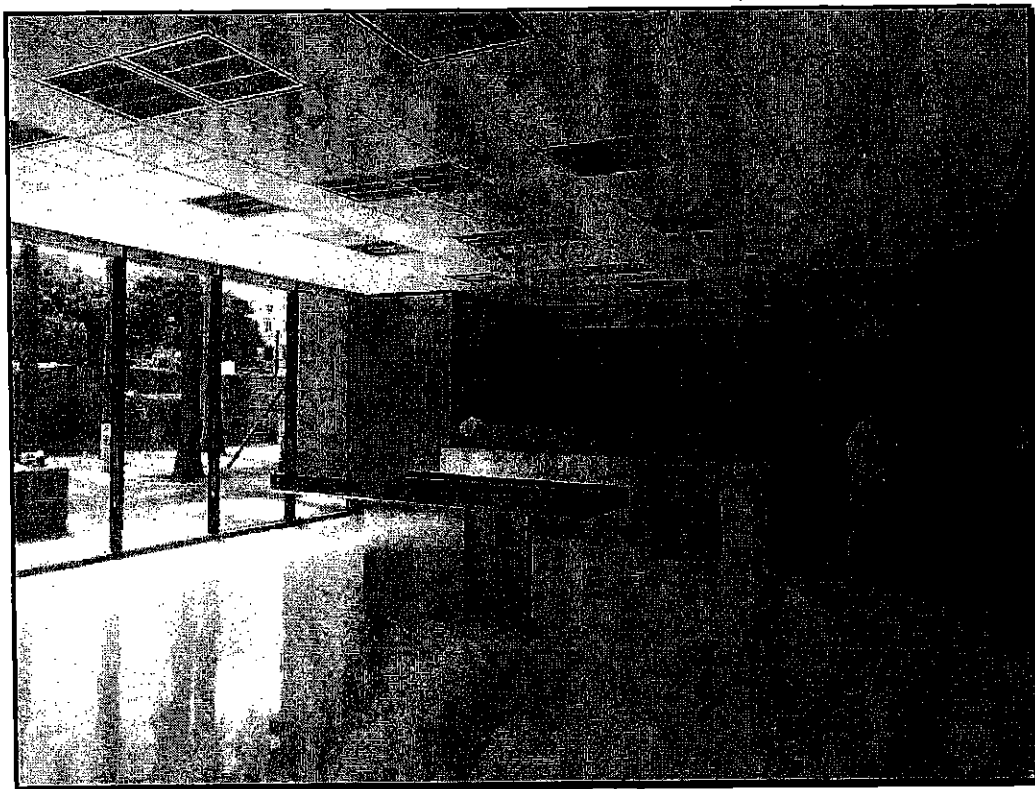


View into the Space from the west side

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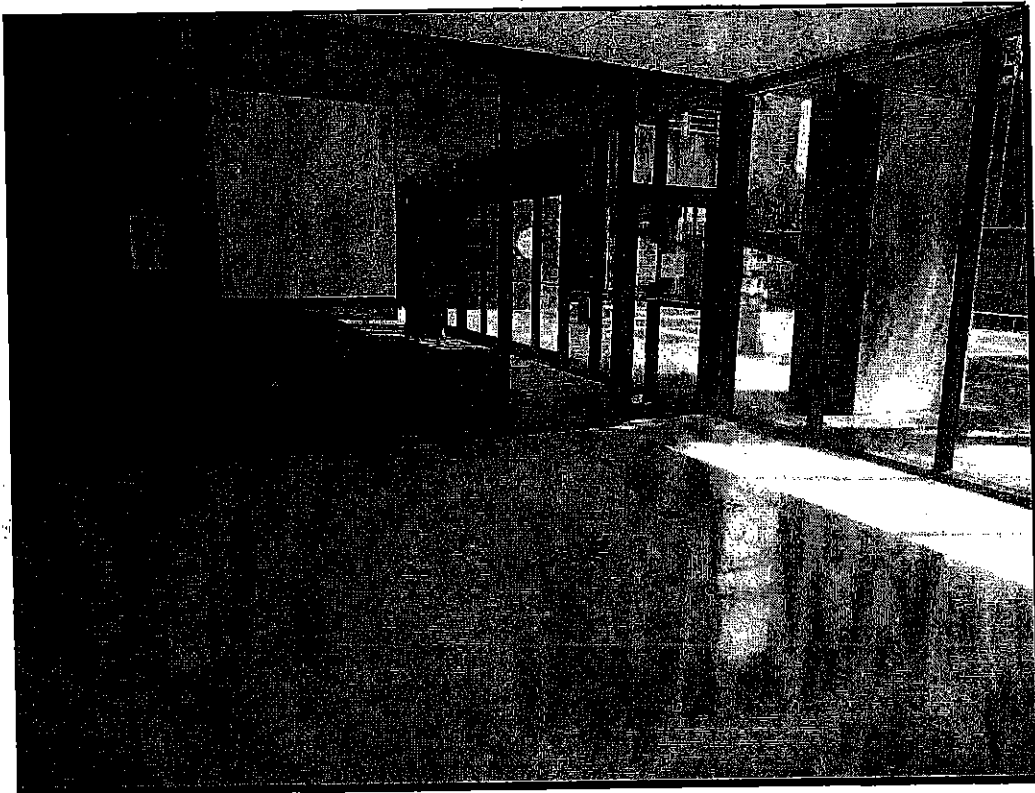
interior View of the space



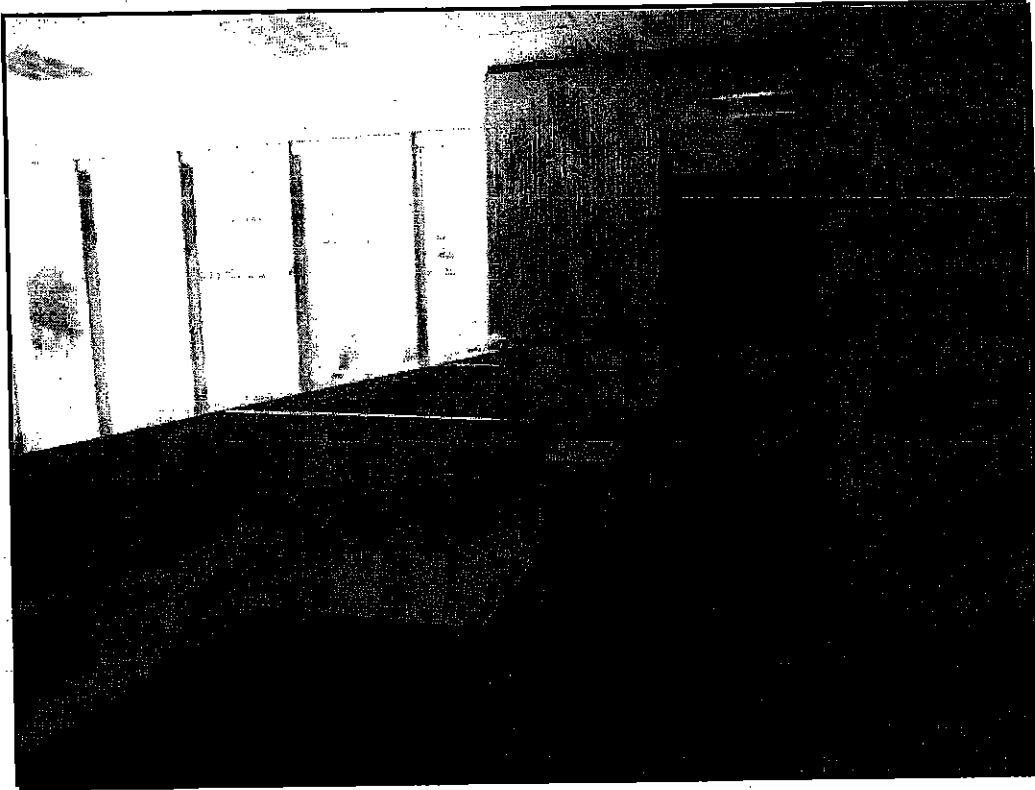
Interior View of the Space



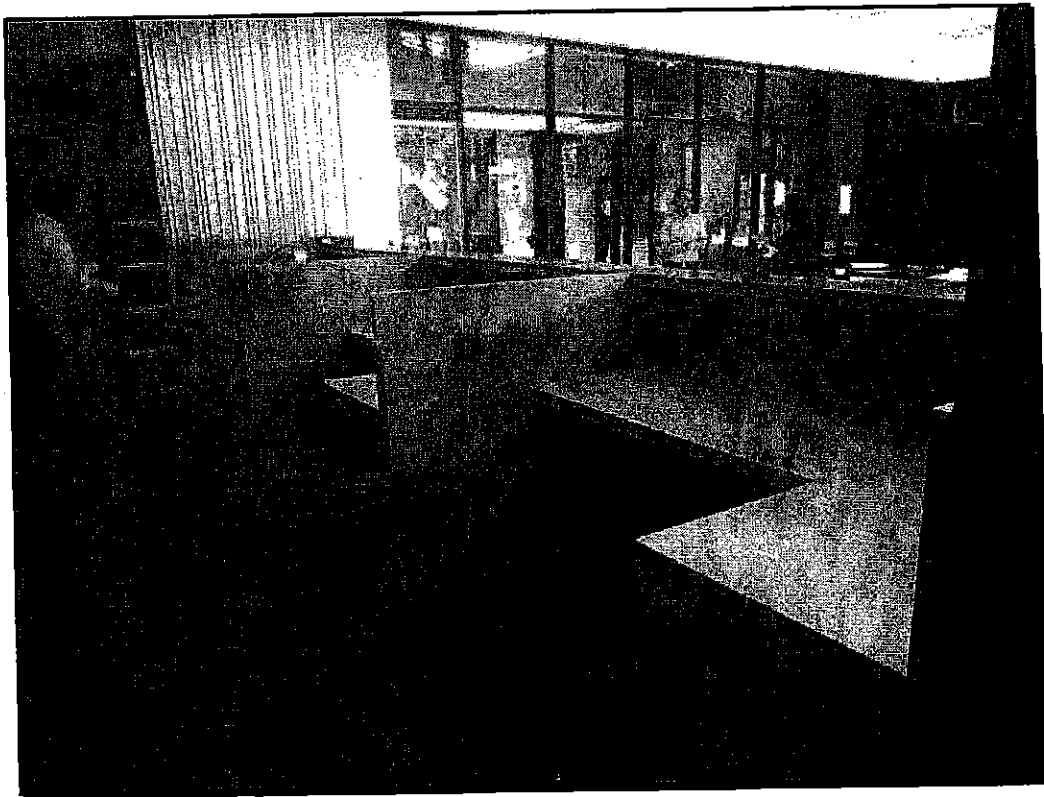
Interior View of the Space



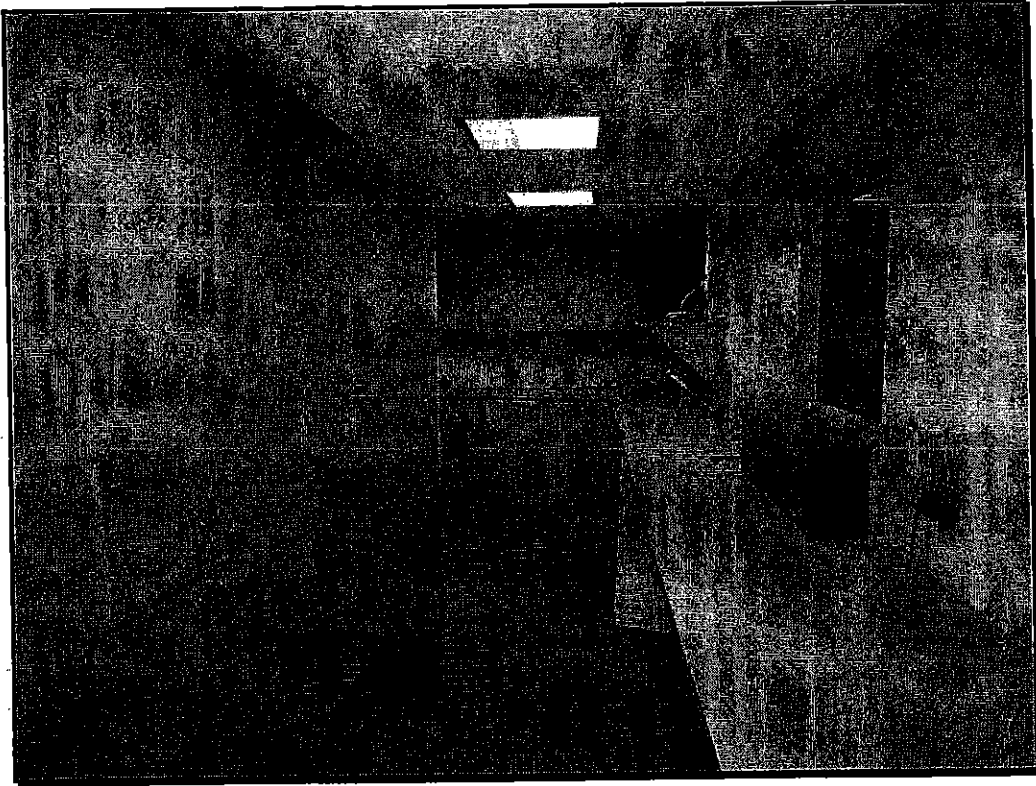
Interior View of the Space



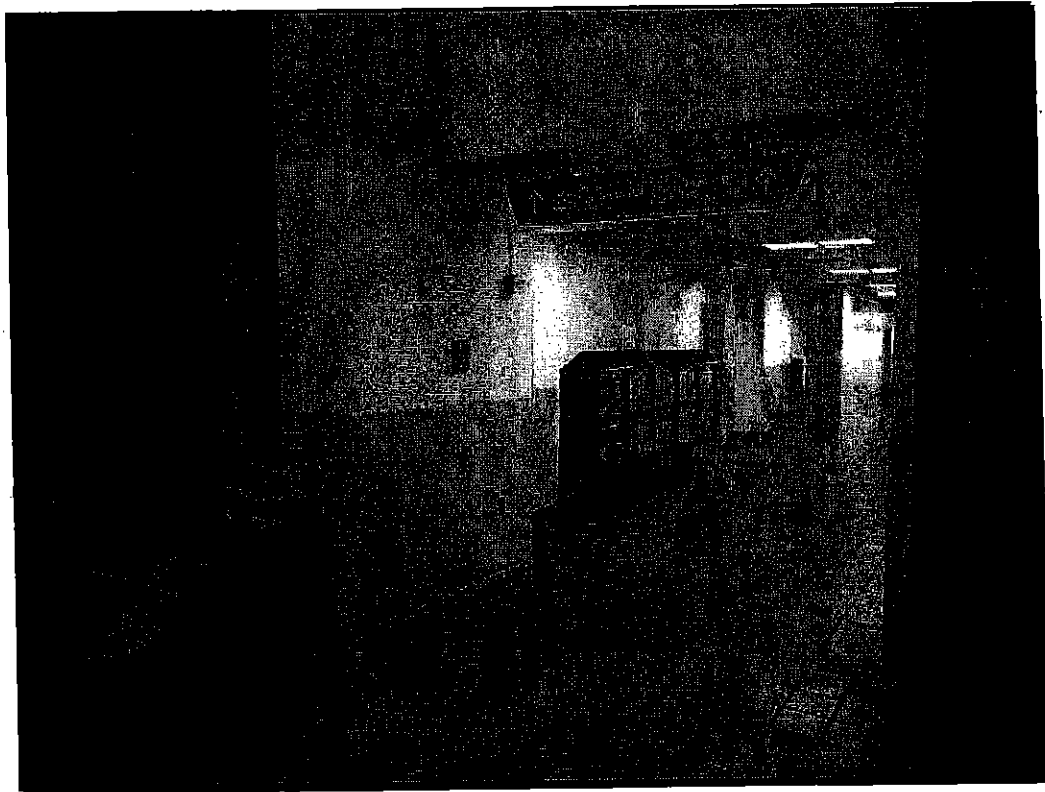
View of the teller line



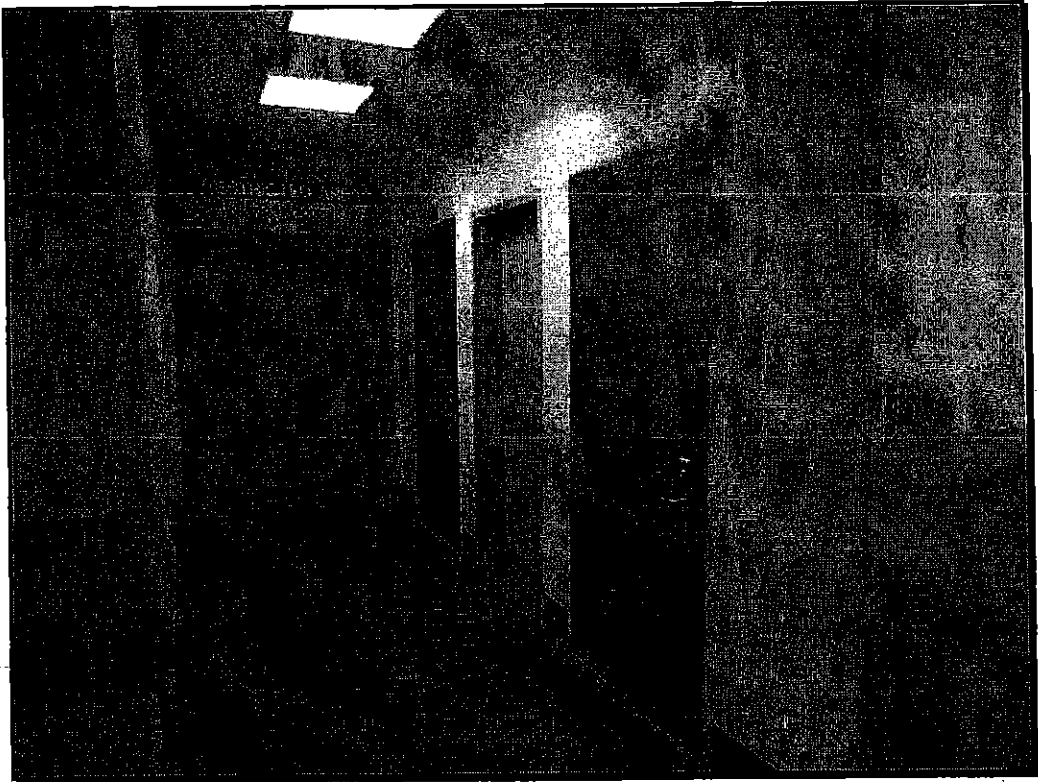
View of the teller line



View of the rear space



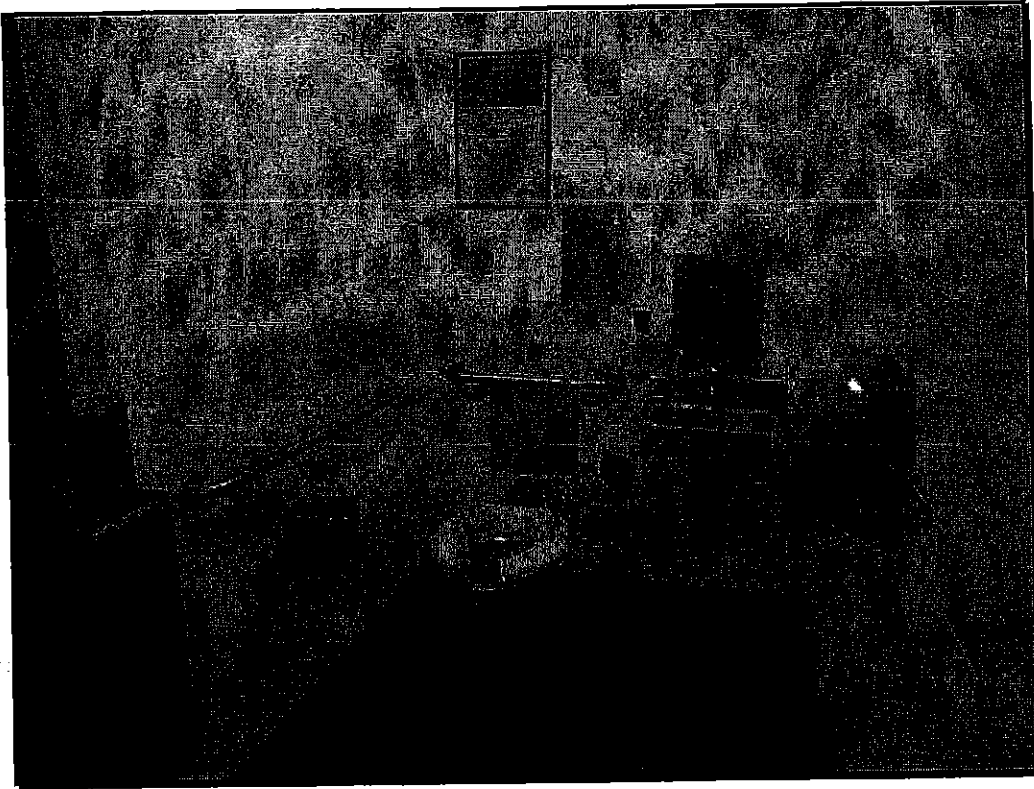
Corridor across the plaza from the subject space where shared restrooms are located



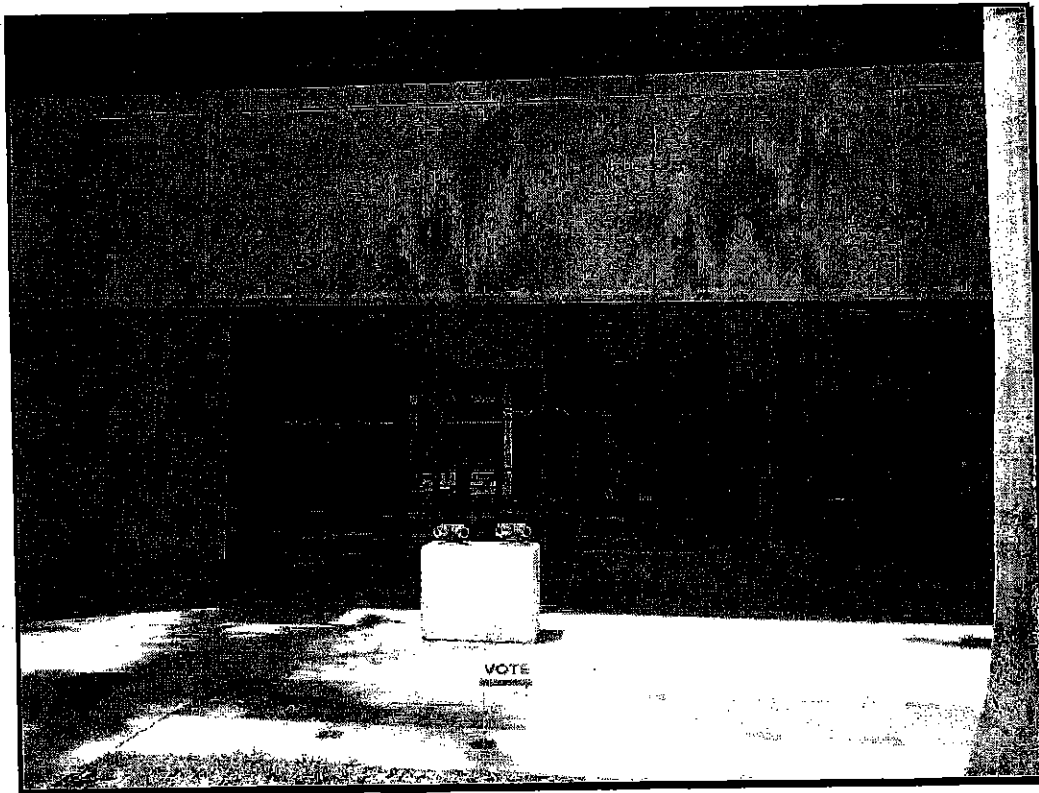
Shared Restrooms across the ground floor plaza from the subject space



Shared Restroom

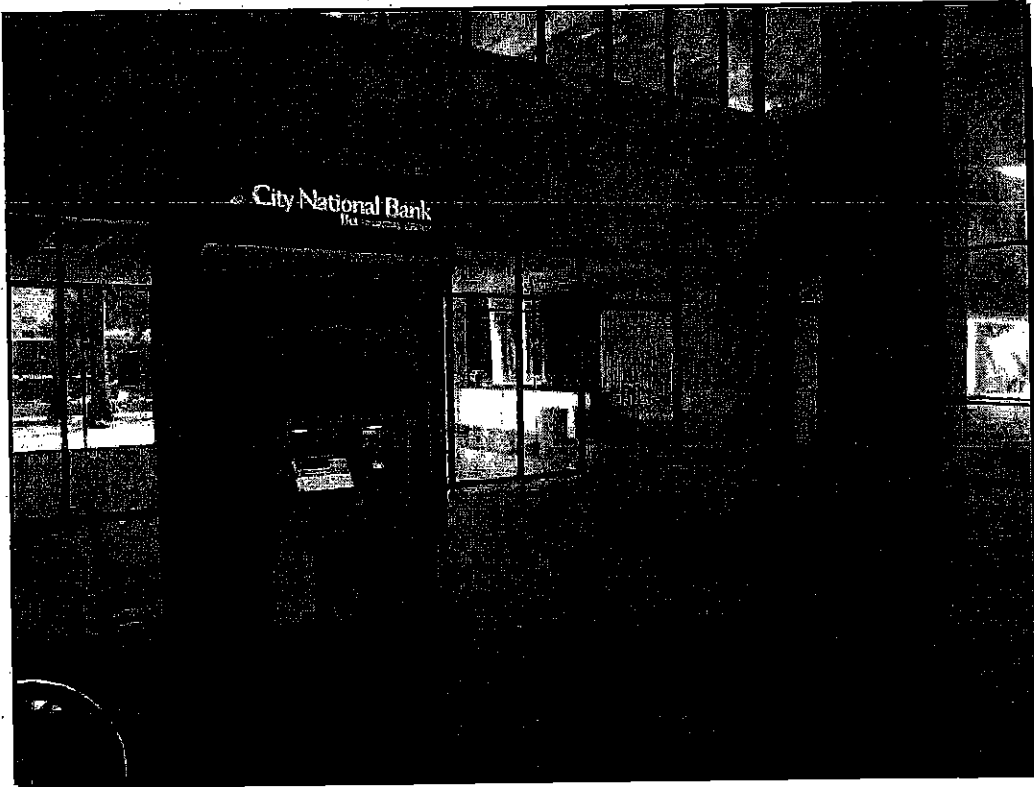


hared Restroom

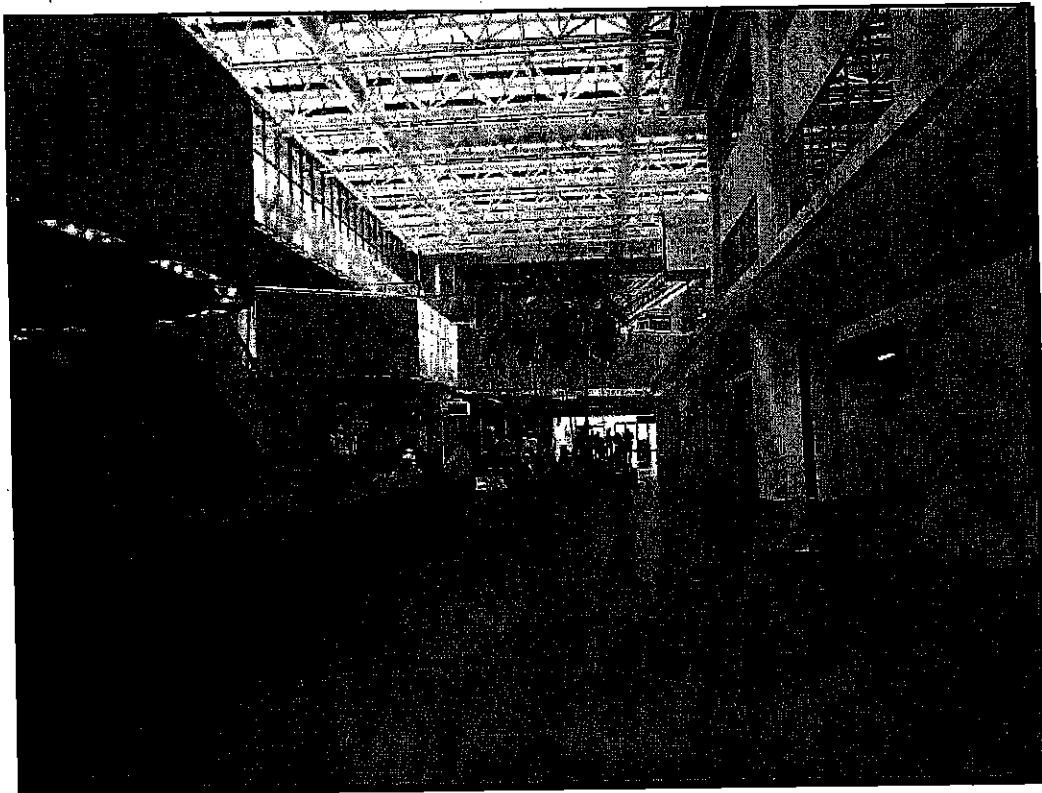


Exterior wallf (East Side) of the subject

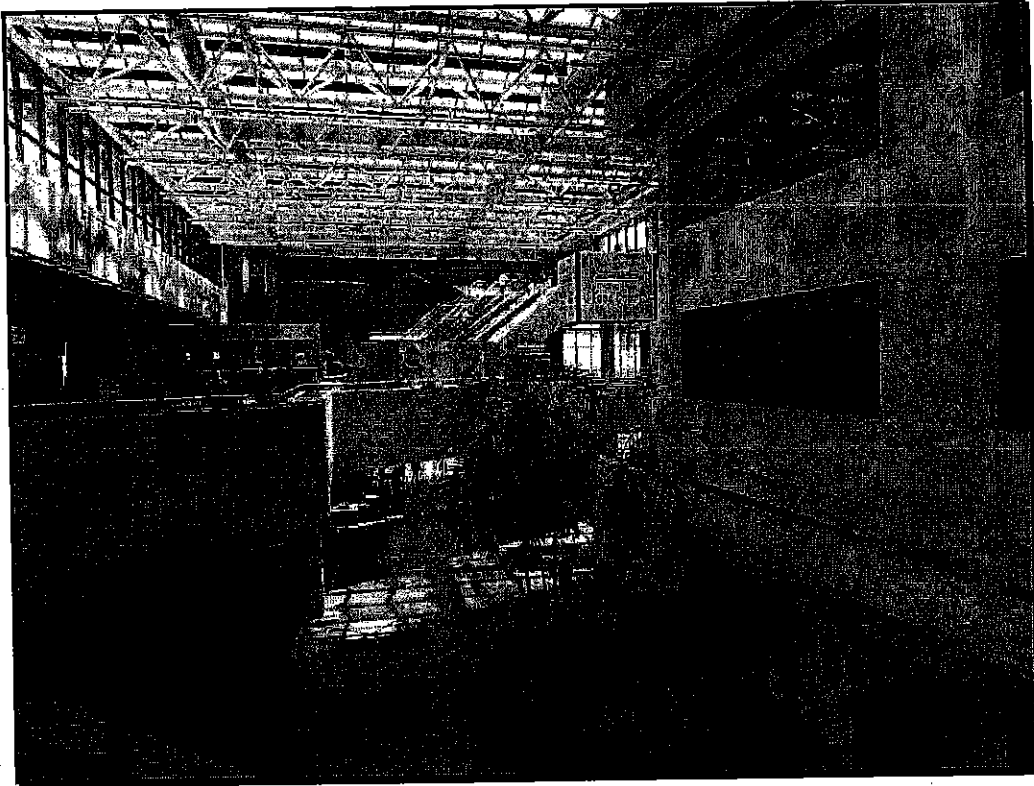




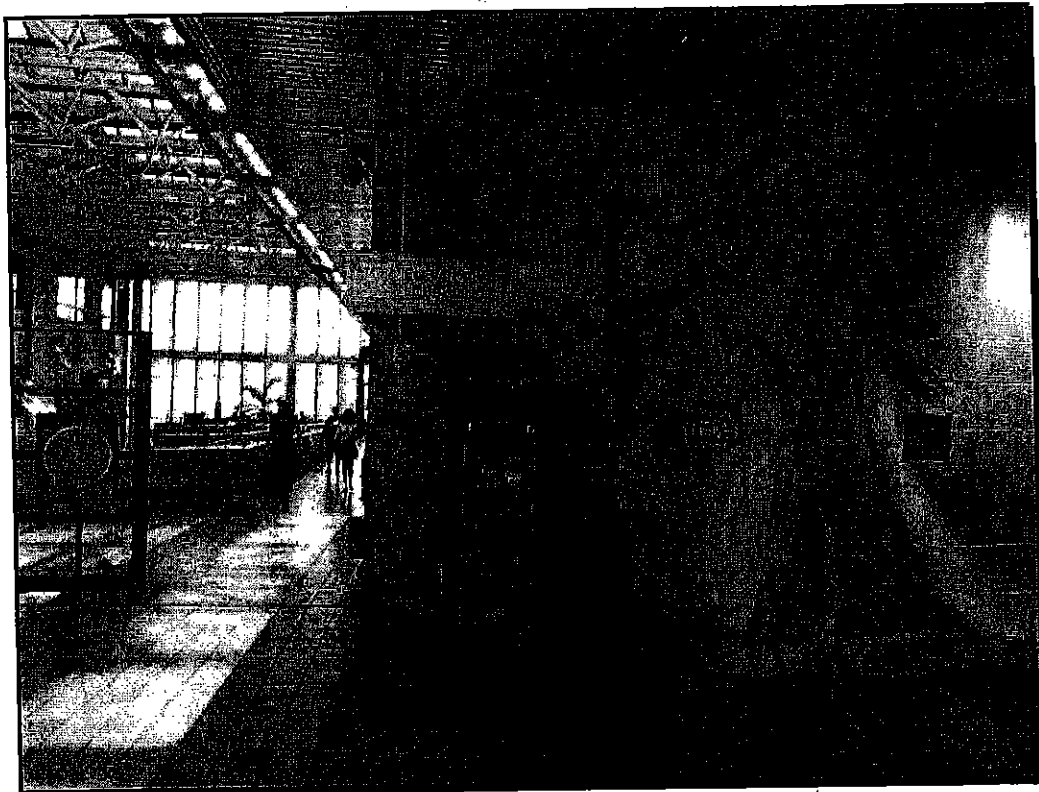
ATM on the west side of the space



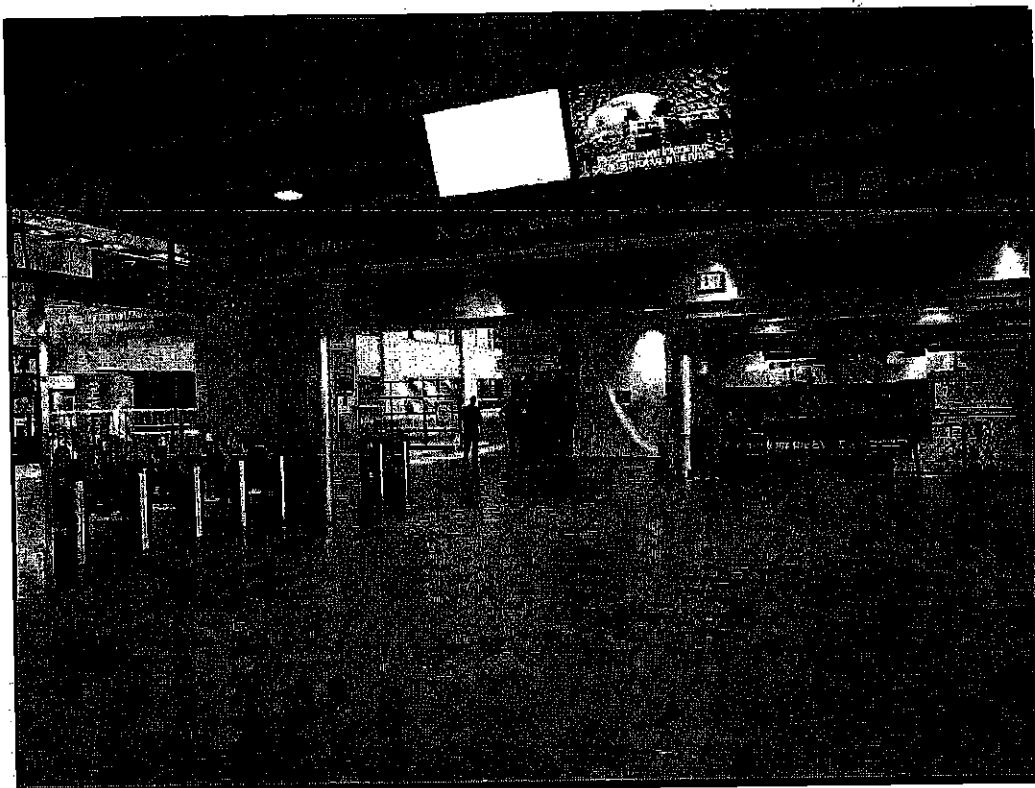
View of the Ground Floor Plaza.



View of the Plaza from the 2nd floor mezzanine



View of the ATM on the 2nd Floor Mezzanine



View of the 2nd Floor Mezzanine with ATM in background



View of the landing leading to the Metrorail platform

**RENT COMPARABLES**

## RENT COMPARABLE 1

### Southeast Financial Center

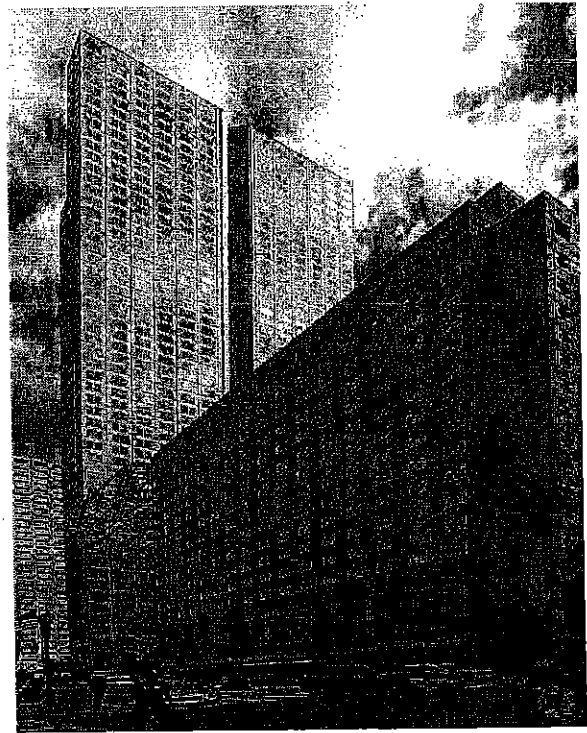
#### Location Data

Street Address: 200 S Biscayne Boulevard  
Miami, FL 33131  
County: Miami-Dade County  
Folio Number: 01-0114-030-1350

#### Property Data

Building Area: 1,225,000 SF  
Year Built: 1984  
No. of Stories: 55  
Condition: Good  
Construction: Reinforced Concrete  
Office Building Class: A  
Core Factor: 18%  
Parking Space: 1,121 spaces; 1.00/1,000 SF  
Zoning: T6-80-O  
Land Area: 107,158 SF or 2.46 Acres  
Floor-to-Area Ratio: 11.43

#### Property Photograph



#### Rental Data

Lease Type: Triple Net  
Rental Rate: \$85/SF  
CAM Charges: \$14.00/SF  
Lease Term: 5 Year  
Escalations: 3%/year  
Concessions/Free Rent: Negotiable  
TIA: Subject to quality of the tenant  
Verification: Frank Bergowitz -  
Cushman & Wakefield  
Verification Phone: (305) 533-2874  
Verification Date: 9/2018

#### Comments

The property is a ground floor retail space located at the hard corner of SE 3<sup>rd</sup> Avenue and SE 2<sup>nd</sup> Street. The available space contains 2,300 sf space. It was previously two spaces. One of the spaces was formerly was a Post Office. The other was vacant. It is an end cap space with exposure to SE 2<sup>nd</sup> Street. The space is intended for a dry use space (i.e. retail, bank, etc but not restaurant or any type of food or beverage service).

The listing agent indicated that the lessor would provide some TI allowance depending on the credit worthiness, and the terms of the negotiated lease agreement. The space is presently available for lease at an asking rate of \$85 per SF of rentable area. In addition to the base rent, the tenant is responsible for common area maintenance (CAM) charges of \$14.00 per SF. Based on conversations with Mr. Bergowitz, there has been significant interest in the space; however, limiting the use to a dry space operation has been a factor: Most of the potential tenants have been end users looking for restaurant spaces.

## RENT COMPARABLE 2

### New World Tower

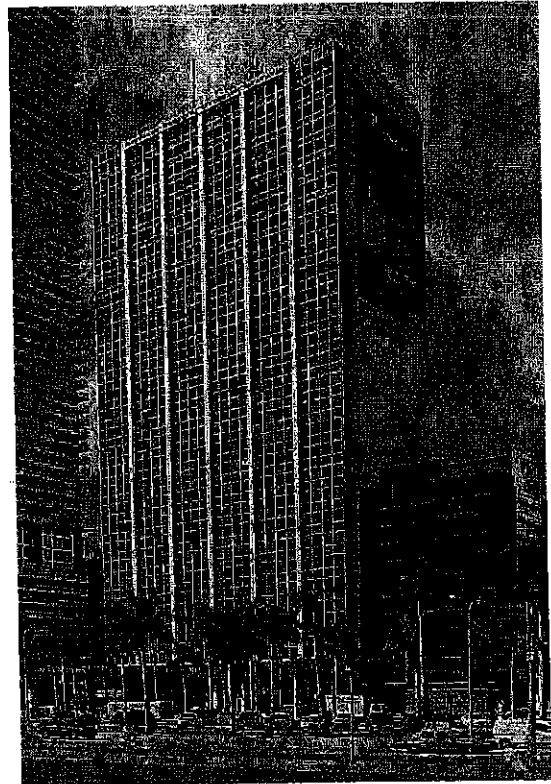
#### Location Data

Street Address: 100 N Biscayne Boulevard  
Miami, FL 33132  
County: Miami-Dade County  
Folio Number: 01-0110-020-2010

#### Property Data

Building Area: 310,000 SF  
Year Built: 1966; 2012 Renovated  
No. of Stories: 30  
Condition: Good  
Construction: Reinforced Concrete  
Office Building Class: B  
Core Factor: 16.5%  
Parking Space: 396 spaces; 1.50/1,000 SF  
Zoning: T6-80-O  
Land Area: 24,829 SF or 0.57 Acres  
Floor-to-Area Ratio: 12.49

#### Property Photograph



#### Rental Data

Lease Type: Triple Net  
Rental Rate: \$75/SF  
CAM Charges: \$15.00/SF  
Lease Term: 5 Year  
Escalations: 3%/year  
Concessions/Free Rent: Negotiable  
TIA: Subject to quality of the tenant (\$20.00 - \$30.00/SF)  
Verification: Jonathan Rosen - JLL  
Verification Phone: (954) 729-1074  
Verification Date: 9/2018

#### Comments

The property is a ground floor retail space with frontage along Biscayne Boulevard. This unit contains 820 SF of rentable area. It is subject to a restrictive use agreement with another retail tenant (7-11) which prohibits any use of the space for coffee, sandwich/subs, or convenience uses. The listing agent stated that the lessor may provide some TI allowance depending on the credit worthiness of the tenant. If offered it would likely range from \$20 to \$30 per SF.

The space is presently available for lease at an asking rate of \$5,125 per month, or \$75 per SF of rentable area. In addition to the base rent, the tenant is responsible for common area maintenance (CAM) of \$15.00 per SF. Based on conversations with Mr. Rosen, there has been significant interest in the space; however, the limiting restrictions has been a significant hinderance. This space experiences significant foot traffic.

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## RENT COMPARABLE 3

### 219 E Flagler

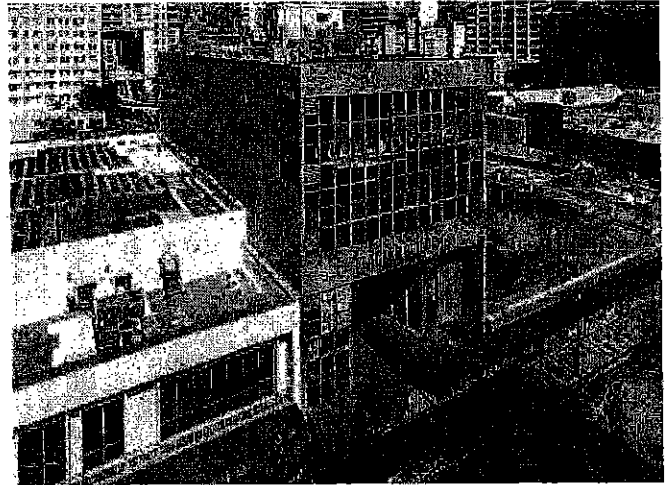
#### Location Data

Street Address: 219-223 E Flagler Street  
Miami, FL 33131  
County: Miami-Dade County  
Folio Number: 01-0111-080-1110

#### Property Data

Building Area: 42,000 SF  
Year Built: 1984  
No. of Stories: 6  
Condition: Average  
Construction: Reinforced Concrete  
Office Building Class: C  
Core Factor: N/A  
Parking Space: Street Parking  
Zoning: T6-80-O  
Land Area: 6,970 SF or 0.16 Acres  
Floor-to-Area Ratio: 6.03

#### Property Photograph



#### Rental Data

Lease Type:	Triple Net
Rental Rate:	\$40/SF
CAM Charges:	\$11.00/SF
Lease Term:	5 Year
Escalations:	3%/year
Concessions/Free Rent:	Negotiable
TIA:	Subject to quality of the tenant
Verification:	Jonathan Rosen - JLL
Verification Phone:	(954) 729-1074
Verification Date:	9/2018

#### Comments

The property is a ground floor retail space with frontage along E Flagler Street. This space contains 2,523 SF of rentable area. The listing agent stated that there will be no TI allowance offered. The space is available for lease at an asking rate of \$8,410 per month, or \$40 per SF of rentable area. In addition to the base rent, the tenant is responsible for common area maintenance (CAM) of \$11.00 per SF. Based on conversations with Mr. Rosen, there has been some interest in the space driven by its location in Downtown and its proximity to the courthouse.

## RENT COMPARABLE 4

### 200 Building

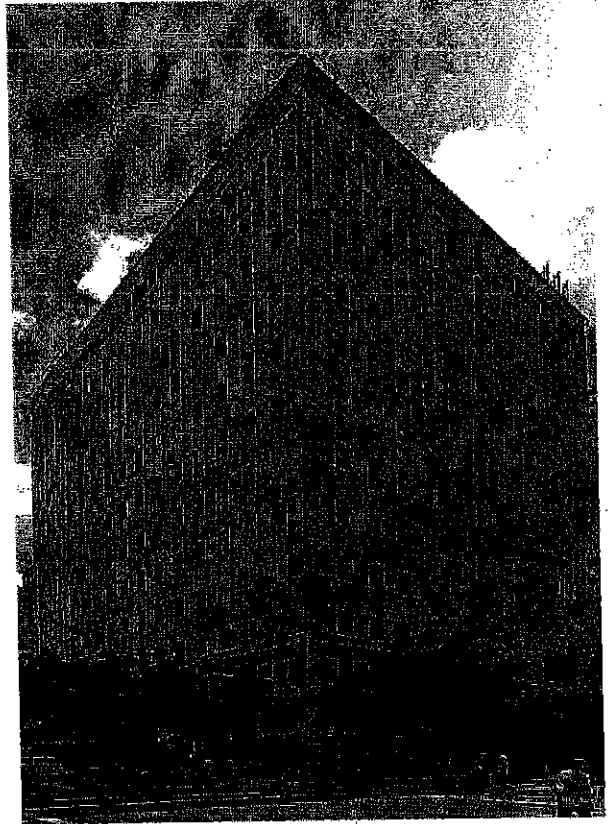
#### Location Data

Street Address: 200 SE 1<sup>st</sup> Street  
Miami, FL 33131  
County: Miami-Dade County  
Folio Number: 01-0112-000-2040

#### Property Data

Building Area: 141,687 SF  
Year Built: 1970  
No. of Stories: 12  
Condition: Average  
Construction: Reinforced Concrete  
Office Building Class: B  
Core Factor: 15%  
Parking Space: 200 spaces; 3.00/1,000 SF  
Zoning: T6-80-O  
Land Area: 13,939 SF or 0.32 Acres  
Floor-to-Area Ratio: 10.16

#### Property Photograph



#### Rental Data

Lease Type: Modified Gross  
(Net of Electricity)  
Rental Rate: \$75/SF  
CAM Charges: N/A  
Lease Term: 5 Year  
Escalations: 3%/year  
Concessions/Free Rent: Negotiable  
TIA: Subject to quality of  
the tenant  
Verification: John Ellis - Robert  
Kaufman & Assoc.  
Verification Phone: (305) 372-6204  
Verification Date: 9/2018

#### Comments

The property is a ground floor retail space with frontage on SE 1<sup>st</sup> Avenue and SE 2<sup>nd</sup> Street. This space contains 7,423 SF of rentable area. This space was previously an Ocean Bank branch with bank branch finishes. The listing agent stated that the lessor may provide a TI allowance depending on the credit worthiness of the tenant. Generally he would expect it to be about 50% of the base rental rate (\$37.50/SF). The space is presently available for lease at an asking rate of \$46,340 per month, or \$75 per SF of rentable area, net of electricity. The tenant pays electricity directly to FPL. Based on conversations with Mr. Ellis, there has been significant interest in the space for a conversion to a restaurant.



### Miami Tower

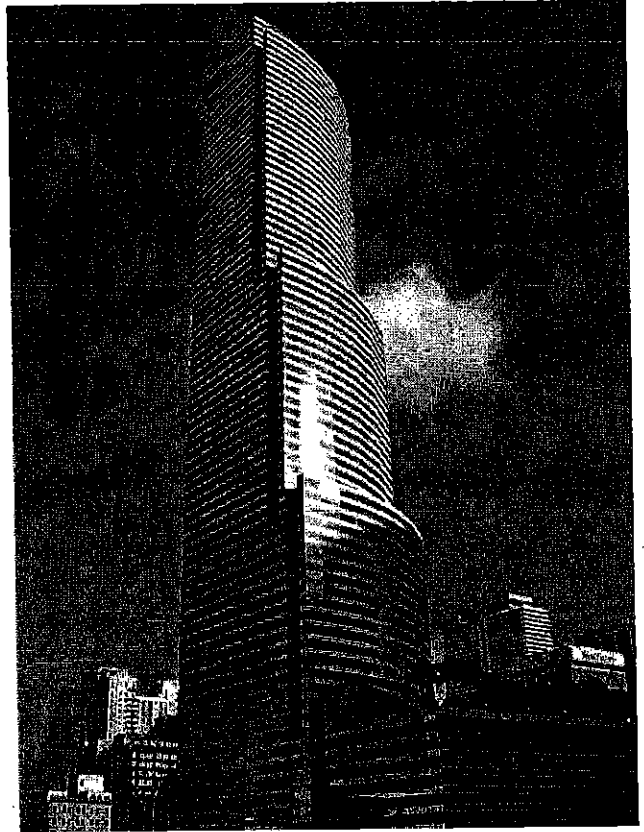
#### Location Data

Street Address: 100 SE 2<sup>nd</sup> Street  
 Miami, FL 33131  
 County: Miami-Dade County  
 Folio Number: 01-4137-022-0020/0021

#### Property Data

Building Area: 619,093 SF  
 Year Built: 1987  
 No. of Stories: 47  
 Condition: Average  
 Construction: Reinforced Concrete  
 Office Building Class: B  
 Core Factor: 20%  
 Parking Space: 620 spaces; 1.00/1,000 SF  
 Zoning: T6-80-O  
 Land Area: 62,291 SF or 1.43 Acres  
 Floor-to-Area Ratio: 9.94

#### Property Photograph



#### Rental Data

Lease Type:	Modified Gross (Net of Electricity)
Rental Rate:	\$48.50-\$60.00/SF
CAM Charges:	N/A
Lease Term:	5 Year
Escalations:	3%/year
Concessions/Free Rent:	Negotiable
TIA:	None Noted
Verification:	Jonathan Rosen - JLL
Verification Phone:	(954) 729-1074
Verification Date:	9/2018

#### Comments

This property is ground floor retail space in the interior of the Miami Tower. Two spaces which contained 400 and 1,261 SF of inline interior retail space were recently leased in March of 2018. "Lovely Eyebrows & Spa" leased 1,261 SF for \$48.50 per SF of rentable area and "Invitorium" leased 400 SF of space for \$60.00 per SF of net rentable area. These spaces were leased for an initial 5-year term and there were no noted TI allowances. The indicated blended rate for the total 1,661 square feet is \$51.27 per square foot. This space is less marketable space that was previously used as a leasing office. It was subdivided into smaller spaces which were leased at rates of \$48 to \$60 per SF of NRA depending on size. The listing agent stated that this space offers no visibility to the street and is positioned to serve the building's tenants only.

### Centro Condominiums

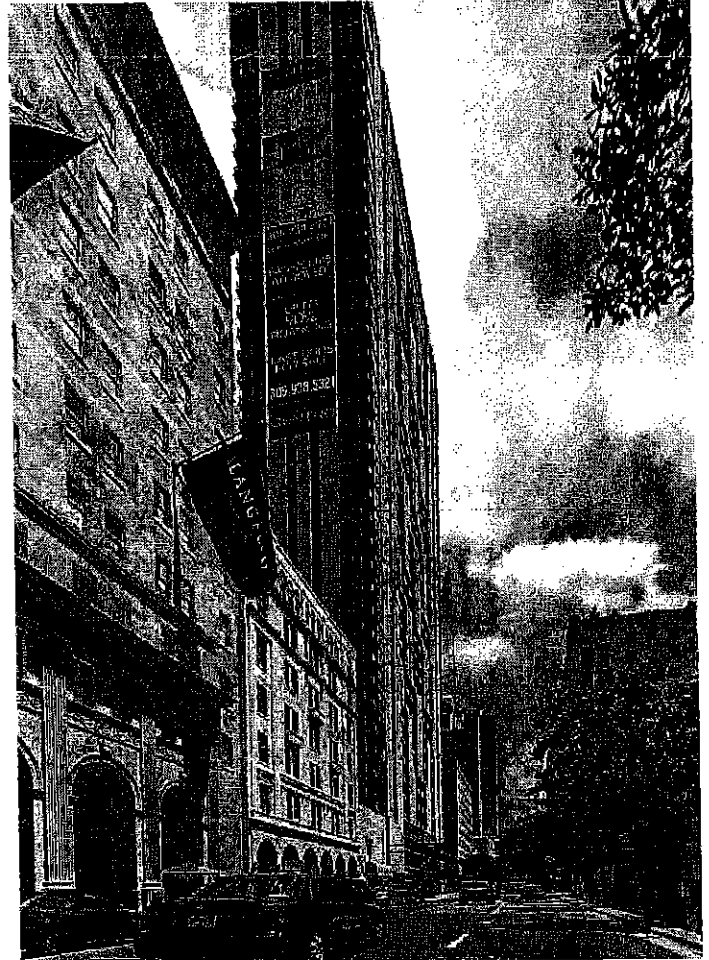
#### Location Data

Street Address: 151 SE 1<sup>st</sup> Street  
Miami, FL 33131  
County: Miami-Dade County  
Folio Number: 01-0112-010-Numerous

#### Property Data

Building Area: 264,585 SF  
Year Built: 2016  
No. of Stories: 37  
Condition: Good  
Construction: Reinforced Concrete  
Office Building Class: A  
Core Factor: N/A  
Parking Space: Valet Services  
Zoning: T6-80-O  
Land Area: 18,295 SF or 0.42 Acres  
Floor-to-Area Ratio: 14.46

#### Property Photograph



#### Rental Data

Lease Type: NNN  
Rental Rate: \$65.00/SF  
CAM Charges: \$13.00  
Lease Term: 5 Year  
Escalations: 2.5%/year  
Concessions/Free Rent: Negotiable  
TIA: None Noted  
Verification: Confidential  
Verification Date: 9/2018

#### Comments

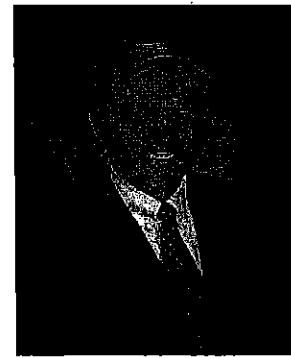
The property is a ground floor retail space located in the Centro Condominiums. This space consists of 2,150 SF of ground floor retail space that was recently leased to "Ocean Bank" in March of 2017 for \$65.00 per SF of rentable area. The space was leased for an initial 10-year term and there were three five-year renewal options. The base rental rate shall increase by 2.5% for the initial 10-year term and 3.00% per year for the three, five-year renewal options. The TI allowance for this tenant was report at \$40 per SF. Valet services are included within this rental rate.

*cel*

## QUALIFICATIONS



**William (Bill) R. Hemingway, MAI**  
 Director  
 1600 Ponce De Leon Boulevard, #908  
 Coral Gables, FL 33134  
 Phone: 786-376-3451  
 whemingway@bbgres.com



**PROFILE**

Bill is a Director in the Miami office of BBG. He has over 32 years of valuation and consulting experience. He has been an MAI designated member of the Appraisal Institute for over 26 years. He has appraised a wide range of property types of institutional and non-institutional quality for various clients and purposes.

He regularly performs assignments from Key West to Palm Beach. He has also performed assignments in other Florida communities such as Tampa, Orlando, Jacksonville, Melbourne, Ft. Myers, Naples, Ocala, and Titusville. In addition, he has performed assignments in Dallas, TX; Houston, TX; Washington, D. C; Northern Virginia; Erie, PA., Hampton Roads, VA and Costa Rica.

Bill has served as a Vice President for an institutional real estate investment firm with responsibilities for market research, deal sourcing, acquisition due diligence, quarterly valuations, managing annual valuations, and participating in lease approvals, among other duties. He served on the firm's asset management and investment committees and was its designated member for the National Council of Real Estate Investment Fiduciaries (NCREIF).

He has served as a Vice President & Regional Valuation Manager for a commercial bank. He has been managing director for two national appraisal firms. He has been a partner in appraisal firms and started his own firms.

He has been an expert witness in the Circuit Court of Miami-Dade County and in the U. S, Bankruptcy Court for the Southern District of Florida. In 2017 he was appointed a Special Appraiser Magistrate for Miami-Dade County.

**PROFESSIONAL AFFILIATIONS & LICENCES**

Member, Appraisal Institute (MAI) (#8812)

PAST APPRAISAL INSTITUTE REGIONAL PANEL MEMBER – ETHICS & COUNSELING

PAST APPRAISAL INSTITUTE REGIONAL/NATIONAL EXPERIENCE REVIEW SCREENER

PAST APPRAISAL INSTITUTE NATIONAL SCREENER - EXPERIENCE REVIEW

PAST EDUCATION CHAIR – HAMPTON ROADS CHAPTER OF THE APPRAISAL INSTITUTE

LICENSED-CERTIFIED GENERAL REAL ESTATE APPRAISER, STATE OF FLORIDA (RZ 2351)

LICENSED REAL ESTATE SALES ASSOCIATE, STATE OF FLORIDA (SL 3103565)

MEMBER – COMMERCIAL & INDUSTRIAL ASSOCIATION OF SOUTH FLORIDA

**EDUCATION**

Bachelor of Arts in Economics from the Virginia Military Institute in Lexington, Virginia

Numerous real estate courses and seminars in addition to those required for the MAI designation

Graduate Courses in Micro Economics and Statistics at Old Dominion University in Norfolk, Virginia

RICK SCOTT, GOVERNOR



KEN LAWSON, SECRETARY

STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
FLORIDA REAL ESTATE APPRAISAL BOARD

LICENSE NUMBER
RZ2351

The CERTIFIED GENERAL APPRAISER  
Named below IS CERTIFIED  
Under the provisions of Chapter 475 FS.  
Expiration date: NOV 30, 2016

HEMINGWAY WILLIAM R  
7950 SW 165TH ST  
PALMETTO BAY FL 33411



ISSUED: 11/15/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1611150002314



**DADE COUNTY FEDERAL**  
C R E D I T U N I O N

1500 N.W. 107th AVENUE  
MIAMI, FLORIDA 33172  
(305) 471-5080 • FAX (305) 406-3954  
1-800-299-7147

April 9, 2018

Alice Bravo, P.E.  
Director, Transportation & Public Works  
701 NW 1 Court  
17 Floor  
Miami, FL 33136

Dear Ms. Bravo:

Dade County Federal Credit Union is very interested in leasing the space that is currently occupied by City National Bank in the Stephen P. Clarke Building.

We recently met with members of your staff, Froilan Baez, Rita Llado and Eric Thorne informing them of our extreme interest.

Please let us know what steps we need to take to move forward with negotiating this space for lease.

Please feel free to reach me at (305) 790-5189 should you have any questions or need any additional information.

Sincerely,

Marla Ferreira  
Manager, Construction

**RECEIVED**

APR 11 2018

STOR  
MIAMI DADE TRANSIT