

MEMORANDUM

Agenda Item No. 11(A)(40)


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

DATE: May 5, 2020

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Resolution approving a lease agreement between The Atrium Professional Plaza, LLC, a Florida limited liability company, as landlord, and Miami-Dade County, as tenant, for premises located at 1380 N.E. Miami Gardens Drive, North Miami Beach, Florida 33179, Suite 282, for use as a district office for Miami-Dade County Commissioner Sally A. Heyman, District 4, for an initial six and a half-year term, with one four-year option to renew, and including a right of cancellation without cause after the first two years upon 30-days' notice, with a total fiscal impact to the County of \$142,924.63 for the initial term, and \$89,602.86 for the renewal term; and authorizing the County Mayor to execute lease agreement, exercise all rights conferred therein, and to take all actions to effectuate same

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Sally A. Heyman.


Abigail Price-Williams
County Attorney

APWlmp



MEMORANDUM
(Revised)

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

DATE: May 5, 2020

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County Attorney

SUBJECT: Agenda Item No. 11(A)(40)

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

Agenda Item No. 11(A)(40)

Veto _____

5-5-20

Override _____

RESOLUTION NO. _____

RESOLUTION APPROVING A LEASE AGREEMENT BETWEEN THE ATRIUM PROFESSIONAL PLAZA, LLC, A FLORIDA LIMITED LIABILITY COMPANY, AS LANDLORD, AND MIAMI-DADE COUNTY, AS TENANT, FOR PREMISES LOCATED AT 1380 N.E. MIAMI GARDENS DRIVE, NORTH MIAMI BEACH, FLORIDA 33179, SUITE 282, FOR USE AS A DISTRICT OFFICE FOR MIAMI-DADE COUNTY COMMISSIONER SALLY A. HEYMAN, DISTRICT 4, FOR AN INITIAL SIX AND A HALF-YEAR TERM, WITH ONE FOUR-YEAR OPTION TO RENEW, AND INCLUDING A RIGHT OF CANCELLATION WITHOUT CAUSE AFTER THE FIRST TWO YEARS UPON 30-DAYS' NOTICE, WITH A TOTAL FISCAL IMPACT TO THE COUNTY OF \$142,924.63 FOR THE INITIAL TERM, AND \$89,602.86 FOR THE RENEWAL TERM; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE LEASE AGREEMENT, EXERCISE ALL RIGHTS CONFERRED THEREIN, AND TO TAKE ALL ACTIONS TO EFFECTUATE SAME

WHEREAS, the Miami-Dade County Commissioner for District 4, Sally A. Heyman, needs a permanent office within her district boundaries to serve and respond to the needs of her constituents and the communities within District 4; and

WHEREAS, the Internal Services Department ("ISD") negotiated the final terms and conditions for a new lease agreement for such office space to be used as the District 4 Commissioner's district office; and

WHEREAS, the lease agreement is between The Atrium Professional Plaza, LLC, a Florida limited liability company, as landlord, and Miami-Dade County, as tenant, for the office space located at 1380 N.E. Miami Gardens Drive, North Miami Beach, Florida 33179, Suite 282, consisting of 850 square feet, within a 2-story office building (the "Premises"); and

WHEREAS, the initial term of the lease agreement is six years and six months, with one four-year option to renew, with a total initial term rent of \$142,924.63, and a total renewal term rent of \$89,602.86, including most operating expenses, all to be funded from the General Fund; and

WHEREAS, the lease agreement is terminable by the County upon a thirty day notice of cancellation, for any reason whatsoever, after the second year of the lease term, and the monthly rent for the first 2½ years is \$1,770.83, at \$25 per square foot, with an annual 3 percent escalator thereafter; and

WHEREAS, the lease agreement shall also include the exclusive use of one parking space, along with the non-exclusive use of all other parking spaces that serve the building; and

WHEREAS, ISD conducted an in-house survey of comparable rental values in the area of the office building, including the following: 1021 Ives Dairy Road, Miami, Florida - \$28 per square foot including most operating costs and expenses; 16978 – 16990 N.E. 19th Avenue, Miami - \$27 per square foot including most operating costs and expenses; and 17800 West Dixie Highway, North Miami Beach - \$32 per square foot including most operating costs and expenses; and

WHEREAS, the rent authorized by this resolution for the number of square feet in the lease agreement (\$25 per square foot), with most operating expenses covered by the landlord, is below the range of rental rates in the area as identified by ISD; and

WHEREAS, Commissioner Heyman's current district office on the third floor at 1100 N.E. 163rd Street, North Miami Beach, has been the subject of numerous and substantial maintenance problems and other issues over the past year, which have impacted the Commissioner's ability to adequately and fully utilize the existing office location, including but not limited to, an inoperable elevator for a period in excess of five (5) months, and the total closure

of the building for a two (2) week period, beginning on March 20th, due to a positive case of COVID-19 in the building; and

WHEREAS, due to recurring problems and issues at the existing location, it is necessary to relocate the existing district office to the new office building; and

WHEREAS, the existing lease agreement for the current district office includes a 90-day cancellation provision wherein the County can cancel for any reason whatsoever; and

WHEREAS, during the 90-day cancellation window, although monthly rent of \$1,972.49 may continue to be paid at this location as well as the new premises, this brief overlap period will be utilized to allow for a smooth transition from the existing location to the new office space; and

WHEREAS, the landlord at the new Premises has agreed to abate the rent during the first month of the new lease in light of this overlap period, and additionally, the monthly rent at the new location at \$1,770.83, is lower than the monthly rent at the current location,

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

Section 1. This Board incorporates the foregoing recitals as if fully set forth herein, and such recitals are approved.

Section 2. This Board approves the lease agreement between The Atrium Professional Plaza, LLC, a Florida limited liability company, as landlord, and Miami-Dade County, as tenant, for the premises located at 1380 N.E. Miami Gardens Drive, North Miami Beach, Florida 33179, Suite 282, to consist of 850 square feet, for use as a district office for Miami-Dade County Commissioner for District 4, Sally A. Heyman, for an initial six and one half-year term, cancellable after the first two years upon thirty days' notice, and including one four-year option to renew, in

substantially the form attached hereto as Exhibit “A,” and which is incorporated herein (the “Lease Agreement”).

Section 3. This Board authorizes the County Mayor or County Mayor’s designee to execute the Lease Agreement, to exercise all rights conferred therein, and to take all actions necessary to effectuate same.

The Prime Sponsor of the foregoing resolution is Commissioner Sally A. Heyman. It was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a vote, the vote was as follows:

Audrey M. Edmonson, Chairwoman

Rebeca Sosa, Vice Chairwoman

Esteban L. Bovo, Jr.

Jose “Pepe” Diaz

Eileen Higgins

Joe A. Martinez

Dennis C. Moss

Xavier L. Suarez

Daniella Levine Cava

Sally A. Heyman

Barbara J. Jordan

Jean Monestime

Sen. Javier D. Souto

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The Chairperson thereupon declared this resolution duly passed and adopted this 5th day of May, 2020. 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.



Debra Herman

OFFICE LEASE

by and between

The Atrium Professional Plaza, LLC
a Florida Limited Liability Company
("Landlord")

and

Miami-Dade County
a political subdivision of the State of Florida
("Tenant")

For the benefit of: Commission District 4

Dated as of

May 18, 2020

Folio No.: 30-2205-000-0240

OFFICE LEASE

This Office Lease ("Lease") dated May 18, 2020 is made between The Atrium Professional Plaza, LLC, a Florida limited liability Company, whose principal place of business is located at 1380 N.E. Miami Gardens Drive, Suite 125, North Miami Beach, Florida 33179 ("Landlord"), and Miami-Dade County, a political subdivision of the State of Florida, whose principal place of business is located at 111 N.W. First Street, Miami, Florida 33128 ("Tenant").

LEASE OF PREMISES

Landlord hereby leases to Tenant, and Tenant hereby leases from the Landlord, subject to all of the terms and conditions set forth herein, that certain property (the "Premises"), which is further described below in *Item 5* of the Basic Lease Provisions, and as shown on the illustration attached hereto as Exhibit A. The Premises is located in the Building which is described below in *Item 5* of the Basic Lease Provisions. The Building is located on that certain land (the "Land"), which is more particularly described below in *Item 4* of the Basic Lease Provisions, which includes landscaping, parking facilities and other improvements including fixtures, common areas, and appurtenances now or hereafter placed, constructed, or erected on the Land.

BASIC LEASE PROVISIONS

1. **Landlord:** The Atrium Professional Plaza, LLC
2. **Tenant:** Miami-Dade County
a political subdivision of the State of Florida
3. **Building:** 1380 N.E. Miami Gardens Drive, North Miami Beach, Florida
33179
A 2-Story Office Building
4. **Land (Including Folio No.):** 30-2205-000-0240 - Lot Size: 115,870 square feet
5. **Premises:** 1380 N.E. Miami Gardens Drive, Suite 282, North Miami
Beach, Florida 33179
6. **Size of Rentable Area:** 850 square feet
7. **Size of the Building:** 65,071 square feet

8. Rent:	<u>Period</u>	<u>Monthly Rent</u>	<u>Annual Rent</u>	<u>Square Foot Cost</u>
	Year 1-(First month free)	\$1,770.83	\$19,479.13	\$25.00
	Year 2	\$1,770.83	\$21,249.96	\$25.00
	Year 3-First 6 months	\$1,770.83	\$10,624.98	\$25.00
	Year 3-Second 6 months	\$1,823.96	\$10,943.76	\$25.75
	Year 4-First 6 months	\$1,823.96	\$10,943.76	\$25.75
	Year 4-Second 6 months	\$1,878.50	\$11,271.00	\$26.52
	Year 5-First 6 months	\$1,878.50	\$11,271.00	\$26.52

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Year 5-Second 6 months	\$1,935.17	\$11,611.02	\$27.32
Year 6-First 6 months	\$1,935.17	\$11,611.02	\$27.32
Year 6-Second 6 months	\$1,993.25	\$11,959.50	\$28.14
Year 7-First 6 months	\$1,993.25	\$11,959.50	\$28.14

Renewal:

Year 7-Second 6 months	\$2,052.75	\$12,316.50	\$28.98
Year 8-First 6 months	\$2,052.75	\$12,316.50	\$28.98
Year 8-Second 6 months	\$2,114.38	\$12,686.28	\$29.85
Year 9-First 6 months	\$2,114.38	\$12,686.28	\$29.85
Year 9-Second 6 months	\$2,178.13	\$13,068.78	\$30.75
Year 10-First 6 months	\$2,178.13	\$13,068.78	\$30.75
Year 10-Second 6 months	\$2,243.29	\$13,459.74	\$31.67

9. **Additional Rent:** None
10. **Tenant's Pro Rata Share of Common Area Maintenance:** None
11. **Cost for Tenant Improvements:** At Landlord's expense in accordance with section 2(b)(1) of this Lease
12. **Security Deposit:** None
13. **Base Year for Taxes:** N/A
14. **Initial Term:** The Term of this Lease is Six (6) Years and six (6) months
15. **Renewal Option Period:** The Tenant shall have a one (1) time right to a four (4) year Renewal Option Period. The Tenant's rights and obligations pertaining to the Renewal Option Period are described at length in Section 2(c) of this Lease.
16. **Right of Early Cancellation:** Tenant shall have the right to cancel this Lease, or any portion thereof, after the second anniversary of this Lease, upon thirty (30) days advanced written notice to Landlord.
17. **Place of Rent Payment:** 1380 N.E. Miami Gardens Drive, Suite 125, North Miami Beach, Florida 33179

This Lease consists of the foregoing introductory paragraphs and Basic Lease Provisions (consisting of paragraphs 1 through 17), along with any and all exhibits, all of which are incorporated herein by this reference. In the event of any conflict between the information contained in the Basic Lease Provisions, and the language in the Standard Lease Provisions, which follow, the Standard Lease Provisions shall control.

STANDARD LEASE PROVISIONS

1. LEASE GRANT

- (a) Landlord hereby leases to the Tenant that certain Premises, which is located at 1380 N.E. Miami Gardens Drive, Suite 282, North Miami Beach, Florida 33179, consisting of 850 rentable square feet of space, located on the Second Floor of the Building, which office space is shown on the illustration that is attached hereto, marked as "Exhibit A," and is included herein by reference.
- (b) Landlord leases the Premises to the Tenant, and the Tenant hereby leases the Premises from the Landlord together with the right in common with others to use all appurtenances of the Building and the Land that are designated by the Landlord for the common use of tenants and others, such as sidewalks, reserved parking areas and unreserved parking areas, common corridors, elevator foyers, elevators, restrooms, vending areas and lobby areas (the "Common Areas").
- (c) Tenant hereby accepts the Premises in its current "as-is" "where-is" condition, with any and all faults, except to the extent that all components shall be in good condition and in good working order as of the commencement of this Lease, and to the extent that the Landlord has agreed to make the Tenant Improvements, as described below, to the Premises, as described in Section 2(b)(1) of this Lease.
- (d) The Tenant shall have one (1) parking space for its exclusive use (reserved) at all times during the Term of this Lease, in addition to the general use of the parking lot for all occupants of the Building, including, but not limited to, the Tenant, and its employees, agents, contractors, licensees, and invitees, which parking spaces may be utilized at any time during the normal business hours of the Building. Such parking spaces shall conform to all existing governmental codes in effect at the time of Tenant's occupancy.
- (e) The Landlord hereby grants to the Tenant the non-exclusive right to use, in common with the Landlord and the other tenants of the Building and the Land, the common areas of the Building and the Land intended to be used for common use, including, but not limited to parking lot areas, roads, driveways, passageways, landscaped areas, the lobby(ies), corridors, water fountains and elevator foyers.

2. TERM

- (a) The Term of this Lease shall be for a period of six (6) years and six (6) months, and shall begin on May 18, 2020, hereinafter described as the "Commencement Date" and shall expire on November 17, 2026, hereinafter described as the "Termination Date."
- (b) Prior to the Tenant's occupancy in the Premises the Landlord shall cause the Premises to be improved with certain Tenant Improvements, as described below, to the Premises, as described below in Section 2(b)(1).
 - (1) The term "Tenant Improvements" is the required improvements to the Premises that the Landlord shall perform, at Landlord's expense, to be completed at least one (1) week

prior to Tenant's occupancy of the Premises, as listed below. Those improvements shall include, but not be limited to the following:

- Replace entry door leading from the hallway to the Premises with a solid core door, having a comparable style and specifications as the door that is being removed, to be approved by Tenant.
- Repair and paint all interior walls with paint color to be approved by the Tenant.
- Reposition air conditioning thermostat from the ceiling to the wall of the existing room.
- Remove all dark stains on floors.
- Thoroughly deep clean all areas of the Premises, including but not limited to the floors.

Should, for any reason, the Landlord fails to timely complete the Tenant Improvements within one (1) week prior to Tenant's occupancy of the Premises, the Landlord shall be required to pay the Tenant the amount of One Hundred (\$100.00) Dollars per day, for each day beyond the one (1) week period as liquidated damages for such delay, the parties acknowledging and agreeing that the damages to the Tenant in such an instance are difficult to quantify and this is a reasonable estimation and agreement on such damages and is not a penalty.

(2) Tenant shall be responsible for the following:

- Security alarm and access control system (if any), including wiring for such systems.
- Tenant shall be responsible for all low voltage wiring leading to work stations.
- Purchase and installation of any and all furniture.
- Installation of phones, internet systems, and related services.

(c) Renewal Option Period. Tenant shall have the option to extend the Term of this Lease by providing written notice to the Landlord a minimum of thirty (30) days prior to the end of the initial Term, for an additional four (4) year period ("Renewal Option Period"). Tenant may only exercise the Renewal Option Period if there exists no material defaults beyond any applicable notice and cure periods. Further, upon the Tenant's exercise of its rights pertaining to the Renewal Option Period, this Lease shall be renewed for an additional four (4) year period, without the requirement of any further act, lease, or agreement by either party, and all of the terms and conditions of this Lease shall be extended to the Renewal Option Period, including the amount of the Rent as outlined below.

(d) Holdover. If Tenant retains possession of the Premises after the expiration of this Lease, including after the Renewal option Period, unless otherwise agreed in writing, such possession shall automatically become one of month-to-month up to a period of one year, and the Rent shall be one hundred (100%) percent of the then current Rent for the first three (3) months, and beginning on the fourth (4th) month of the holdover period, the Rent shall be increased to three (3%) percent over the prior month's Rent. After the one (1) year holdover period, a new Lease Agreement must be executed if Tenant desires to remain in the Premises.

3. RENT

(a) The Landlord agrees to waive the first (1st) month of Rent corresponding to the amount of One Thousand Seven Hundred Seventy Dollars and Eighty-three cents (\$1,770.83). Tenant

agrees to pay Rent to the Landlord beginning one month following the Commencement Date of the Term of this Lease in the amount of Nineteen Thousand Four Hundred Seventy-Nine Dollars and Thirteen Cents (\$19,479.13), which represents approximately Twenty-five (\$25.00) Dollars per square foot.

<u>Initial Term</u>	<u>Monthly Rent</u>	<u>Annual Rent</u>	<u>Square Foot Cost</u>
Year 1-(First month free)	\$1,770.83	\$19,479.13	\$25.00
Year 2	\$1,770.83	\$21,249.96	\$25.00
Year 3-First 6 months	\$1,770.83	\$10,624.98	\$25.00
Year 3-Second 6 months	\$1,823.96	\$10,943.76	\$25.75
Year 4-First 6 months	\$1,823.96	\$10,943.76	\$25.75
Year 4-Second 6 months	\$1,878.50	\$11,271.00	\$26.52
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Year 7-First 6 months	\$1,993.25	\$11,959.50	\$28.14
<u>Renewal:</u>			
Year 7-Second 6 months	\$2,052.75	\$12,316.50	\$28.98
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Year 8-Second 6 months	\$2,114.38	\$12,686.28	\$29.85
Year 9-First 6 months	\$2,114.38	\$12,686.28	\$29.85
Year 9-Second 6 months	\$2,178.13	\$13,068.78	\$30.75
Year 10-First 6 months	\$2,178.13	\$13,068.78	\$30.75
Year 10-Second 6 months	\$2,243.29	\$13,459.74	\$31.67

- (b) All monthly installments of Rent shall be payable in advance on the first (1st) day of each calendar month during the Term hereof, with the exception of: (i) the first month of the Term, which the parties agree there shall be a rent abatement, for the full amount of the monthly rent; and (ii) the month of October, which will be processed after the close of the Tenant's fiscal year on September 30th of each year. Rent for the first and last months of the Term hereof shall be prorated, if necessary, based upon the number of days during each said month that this Lease is in effect. Unless otherwise authorized in this Lease, the Rent shall be due and payable without notice, demand, deduction, or offset to the office of the Landlord, or to such other place as the Landlord might designate in writing.
- (c) The term "Base Rent" or "Rent" (the terms are interchangeable in this Lease) shall, unless otherwise agreed to by the parties, as evidenced in this Lease, refer to all Rent, along with any and all charges, fees, costs, and/or expenses incurred by the Landlord in the ownership and/or operation of the Premises, the Building, and the Land, and is inclusive of any and all insurance, real estate taxes, administrative fees, common area service utilities, maintenance and repairs, and all other expenses related to the rental and use of the Premises by the Tenant.
- (d) Tenant's Pro Rata Share of Common Area Maintenance. The Tenant shall not be obligated to pay to the Landlord any sum of money for its share of the Common Area Maintenance

expenses, as defined herein, which is the cost for utilities, maintenance, repairs, replacement, and cleaning for any and all of the common areas of the Building and/or the Land ("Common Area Maintenance"). The expenses for Common Area Maintenance are and shall mean expenses of any kind or nature which are necessary, ordinary, and customarily incurred with respect to the operation, repair, replacement, and maintenance for the common areas of the Building and/or the Land, during a calendar year, and is generally charged as a common area maintenance expense to tenants by landlords of comparable buildings in the Miami-Dade County, Florida area. Expenses for Common Area Maintenance includes all costs and expenses of every kind and nature paid or incurred by Landlord in cleaning, operating, altering, refurbishing, mechanically equipping, decorating, lighting, landscaping, repairing, improving, restoring, renovating, replacing, and maintaining all of the common areas of the Building and/or the Land, including signs, and utilities serving and/or required to be maintained in and to the Building and/or the Land (including access ways and loading/parking zone area(s) contiguous to the Building and available for use by occupants of the Building by reason of leasehold rights, or if Landlord is otherwise required to maintain or repair same). Expenses for Common Area Maintenance shall not include those costs and/or expenses that are the sole financial responsibility of another tenant in the Building and/or the Landlord, such as, but not limited to, a leased space, the structural portions of the Building including the roof, foundation, and/or the curtain walls of the Building, the HVAC system, and/or capital costs or expenses. The Tenant shall not be obligated to pay, or otherwise contribute, to the Landlord, any amount, throughout the Term of this Lease, for Common Area Maintenance. Further, the parties also expressly agreed that the Landlord shall be solely responsible for the costs of repair for any repairs to the roof and/or roof membrane, repair and replacement of any energy management system, costs related to the HVAC system, costs related to capital expenditures, Landlord's wages, unemployment taxes, social security taxes, real estate taxes and assessments, the cost or expense to process or handle bills and/or invoices as well as other items typically performed by landlords in similar buildings located in Miami-Dade County, Florida.

4. PURPOSE

- (a) The Landlord acknowledges and agrees that the Miami-Dade County Commissioner, for District 4, will utilize the Premises as its local office space for general office use and administering certain work.
- (b) The Tenant shall use the Premises for general office uses, not inconsistent with the character and type of tenancy found in comparable buildings utilized by governmental agencies and/or entities. The Premises shall not be utilized for any other purpose without the prior written consent of the Landlord, which consent shall not be unreasonably withheld.
- (c) The Tenant shall not, at any time, use or occupy the Premises, or permit any act or omission in or about the Premises, in violation of any law, statute, ordinance, or any governmental rule, regulation, or order, and the Tenant shall, upon written notice from the Landlord, discontinue any use of the Premises which is declared by any governmental authority to be a violation of law. If any law(s) shall, by reason of the nature of Tenant's use or occupancy of the Premises, impose any duty upon the Tenant or Landlord with respect to the following: (i) modification or other maintenance of the Premises, or (ii) the use, alteration,

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or occupancy thereof, the Tenant shall comply with such law at Tenant's sole cost and expense.

- (d) The Tenant shall neither suffer nor permit the Premises, nor any part thereof, to be used in any manner, nor anything to be done therein, nor suffer or permit anything to be brought into or kept therein, which would in any way: (i) make void or voidable any fire or liability insurance policy then in force with respect to the Premises, the Building, and/or the Land; (ii) make unobtainable from insurance companies authorized to do business in the State of Florida and fire insurance with extended coverage, liability, elevator, or other insurance required to be furnished by the Landlord under the terms of any lease or mortgage to which this Lease is subordinate at standard rates; (iii) cause or in the Landlord's reasonable opinion be likely to cause physical damage to the Premises, the Building, and/or the Land; (iv) constitute a public or private nuisance; (v) impair the appearance, character or look of the Building; (vi) discharge objectionable fumes, odors, or vapors into the air conditioning system of the Building, or into the Building flues or vents not designed to receive them or otherwise in such manner as may unreasonably offend other occupants of the Building; (vii) create unnecessary waste in, on or around the Premises, the Building, and/or the Land; and/or (viii) make any noise or set up any vibration which will disturb other tenants, except in the course of repair or alterations, or at other times authorized by the Landlord.
- (e) The Landlord hereby acknowledges and agrees that should the Miami-Dade County Commissioner, District 4, elect to no longer occupy the Premises, that the use and purpose relating to the Premises shall also change, and will conform to the new use utilized by the Tenant, or the subtenant that the Tenant subleases the Premises to in the future.

5. SERVICES AND UTILITIES

- (a) Landlord shall furnish, or cause to be furnished, to the Premises the utilities and services described below, Monday through Friday (except state, county and federal holidays), subject to the conditions and standards set forth in this Lease.
- (b) Water. N/A.
- (c) Electrical. (i) Landlord, at its sole cost and expense, shall be responsible for the provision of electricity to the Premises and LED, fluorescent and/or incandescent lighting, including task and task ambient lighting systems, and electricity for normal office equipment, computers, and computer peripherals (provided they do not require any additional voltage or special electrical requirements) and all costs, charges and fees associated therewith.

(ii) Tenant shall be responsible for the payment of the monthly electric bill for the Premises.
- (d) HVAC. Landlord shall provide Tenant with access to the HVAC system on a 24/7 basis. Landlord shall provide heating and air conditioning in season to both the Building, and the Premises, and at temperatures that are standard for comparable buildings in Miami-Dade County, or as are required by a governmental authority. Further, the Landlord hereby agrees to have the coils and vents of the HVAC system cleaned and examined on a regular basis, and no less than on a bi-annual basis. The Landlord is solely responsible for any and all costs associated with the HVAC system and with the provision of A/C to, and the usage of A/C by, the Premises.

- (e) Elevator Service. Landlord shall provide passenger elevator service to and from the Premises for the Tenant, and its agents, vendors, employees, invitees and licensees, in common with the other tenants of the Building on a 24/7 basis.
- (f) Janitorial. Landlord, at its sole cost and expense, shall provide janitorial services to the Premises on a daily basis (Monday through Friday), which shall include emptying trash receptacles in the Premises, providing trash liners as necessary, and sweeping floors as necessary (minimum three (3) times per week). The Landlord shall also provide janitorial maintenance for the common areas of the Building, including, but not limited to, the First Floor hallway, Second Floor hallway, landscaping and parking lot area.
- (g) Cleanliness. Landlord, at its sole cost and expense, shall maintain the Building and the Land, in a neat, clean and sanitary condition, and shall keep sidewalks, walkways, and the parking lot area adjoining the Building clean and free from rubbish, and shall store all trash and garbage within the appropriate trash receptacle, and shall arrange for the regular pick up of trash and garbage. Further, within the Building, the Landlord shall not permit graffiti, rubbish, refuse, garbage, or any dirty (unhygienic) condition to exist within the Building, or otherwise allow for any unsightly or unsanitary condition to exist in the Building and/or on the Land.
- (h) Indoor Air Quality. Landlord shall be solely responsible for the indoor air quality in the Premises. The Landlord shall act to prevent the degradation of indoor air quality during the Term of this Lease, including during the occurrence of any maintenance and/or repairs anywhere in, or to, the Building that could allow off-gassing from the embodied chemicals in construction materials, or equipment into Premises. The Landlord and its designated contractor(s) will use only non-toxic paint or other surface coatings, and will cause the Building and/or the Premises to be continuously ventilated to prevent the build-up of chemical gases from construction materials, or other emissive materials during and maintenance and/or repair of the Building and/or the Premises. Further, in the event that the Landlord, for any reason whatsoever, fails to immediately address or correct any concerns or issues found by any indoor air quality tests, then the Tenant shall have the right to perform any and all work to improve the air quality in the Premises, and afterwards secure reimbursement of such actual and reasonable cost and expenses (including labor and materials) from the Landlord. If the Landlord fails to reimburse the Tenant within sixty (60) days, then the Tenant shall have the right to reduce the amount of the Rent owed to the Landlord by the amount of the cost and expenses involved in improving the air quality in the Premises. Further, in the event that Tenant elects to conduct its own indoor air quality test on the Premises, the Landlord shall abide by the results and recommendations of such test(s), unless the Landlord reasonably determines, as evidenced by a written statement from a third-party consultant, that such test or results are inaccurate. Then in such instance, both the Landlord and the Tenant shall agree on a company to perform such indoor air quality test, and the results and recommendations of which shall be binding, for one (1) year, on both parties.
- (i) Future Renovation/Improvements. The Landlord, at the beginning of the Renewal Option Period, shall paint the walls and ceiling of the Premises and replace any needed flooring including, but not limited to carpeting and/or tiles, or at minimum inspect the Premises with the Tenant to determine if any renovation work is necessary, and in addition, replace or repair any worn, damaged, or unhygienic flooring and/or tiles, which cannot be restored

by cleaning, as determined by both the Landlord and Tenant. Shall Tenant require additional renovation work, Landlord will provide such services to Tenant at Tenant's expense, so long as the Landlord first secures written approval from the Tenant for such work, and a budgetary explanation as to how such work will be paid.

6. **MAINTENANCE AND REPAIRS**

- (a) **Landlord's Duties.** Notwithstanding any other provisions of this Lease, the Landlord, at its sole cost and expense, shall repair and maintain the structural portions of the Building, including, but not limited to, common areas of the Building, the elevator(s), plumbing (except for clogged sinks, commodes, and/or urinals), HVAC systems (including, but not limited to filters for HVAC), and electrical systems that are installed or furnished by the Landlord throughout the Building and the Premises, unless issues to the maintenance and repairs are caused by the negligence, or the intentional or willful act of the Tenant, its agents, vendors, employees, licensees, or invitees, in which case the Tenant shall pay the Landlord the cost of such maintenance and/or repairs, less the amount of any insurance proceeds received by the Landlord on account thereof if any. The Landlord shall be solely responsible for any and all damages and repairs caused by the Landlord, and/or its employees, agents and/or vendors. The Landlord shall maintain and keep in good order, condition, and repair the Building, including, but not limited to, the roof, foundations, walls, the curtain wall, including any and all glass connections, all exterior doors, exterior locks on exterior doors and windows, ballasts, plumbing, fixtures, the Building ventilation system, elevators, Building telephone systems, fire alarm systems (excluding Tenant installed alarm and security systems), the lobby(ies), the corridors, any and all common area flooring, including any carpeting or tile repair or replacement, electrical closets, interior portions of the Building, both above and below grade which are not covered by the Lease, common area pest control, landscaping, walkways, pathways, sidewalks, and the parking lot area. The Landlord shall comply with any and all building and zoning codes, as applicable. The Landlord shall make any and all repairs within a thirty (30) day period following receipt of notice of the need thereof from the Tenant. The Landlord shall also keep in good order, condition, and repair all Building equipment used by the Tenant in common with other tenants, and replace the same at the end of such equipment's normal and useful life. In the event that the Landlord fails to properly or timely maintain and repair the Building, the Premises, and/or the Land, the Tenant, unless otherwise described in this Lease, shall have the right, but shall not be required to do so, after sixty (60) days' written notice to the Landlord, to make any and all repairs to the Building, the Premises, and/or the Land, which the Tenant reasonably believes is necessary to timely and properly operate its business functions, and/or which present a reasonable concern for safety for the Tenant, or any of its agents, vendors, employees, licensees, or invitees, and the actual and reasonable cost of such repairs, including materials, labor, and overhead, at Tenant's election may be invoiced to the Landlord, or such amount reduced from the Rent. Further, the Tenant shall have no liability to the Landlord for any damages; inconvenience or interference regarding the use or any damage to the Building, Premises and/or Land as a result of performing any such work. The Landlord shall be liable to Tenant for any injury or interference with Tenant's business arising from the failure of the Landlord within ten (10) business days to make any repairs, alterations, improvements in or to any portion of the Building, the Premises, and/or the Land.

- (a.1) Notwithstanding the forgoing, the Landlord shall make any and all necessary repairs to the HVAC system within two (2) business days upon receiving any notice or complaint from the Tenant. Landlord will provide temporary spot coolers within two (2) business days to the Tenant in the event of an HVAC outage. Should the Landlord fail to timely address the necessary repairs to the HVAC system within ten (10) business days, the Tenant shall be authorized to do any of the following: (i) hire a third party company to make the necessary repairs to the HVAC system, and reduce the Rent payment for the costs associated with such repair(s); (ii) utilize employees of the Tenant to repair the HVAC system, and reduce the Rent payment for the costs associated with such repair(s); and/or (iii) not occupy the Premises, and reduce the Rent by the number of days that the Premises was not utilized by the Tenant, in addition to reducing the Rent by any and all damages, such as, but not limited to, loss of business.
- (a.2) In order to minimize any disruption to the Tenant's use of the Premises, the Landlord shall notify the Tenant in advance of any maintenance and/or repairs to be performed in the Premises, and/or which will materially affect the Premises. Upon receiving the Landlord's notice of pending repairs and/or maintenance, the Tenant shall reasonably consent to such work, and the Landlord shall proceed to construct, improve, repair and/or complete any work that is necessary to properly maintain the Premises. Any and all repairs to the Premises shall, to the greatest extent possible, be performed during non-working hours, to further minimize the impact upon the Tenant, and its employees. Should any of the Premises be materially unusable to the Tenant, as a result of the Landlord's repairs, the Tenant shall be entitled to Rent abatement for the period of time such Premises are materially unusable.
- (a.3) The Landlord shall be solely responsible for providing pest control in the Premises on a monthly basis (once a month).
- (b) Tenant's Duties. The Tenant, at Tenant's sole cost and expense, shall, except for services furnished or otherwise provided by the Landlord, maintain the Premises, and all trade fixtures contained therein ("within the four walls") in a safe, clean, and neat condition, and otherwise in good order and repair within the Premises. Tenant shall be responsible for any and all janitorial cleaning in the Premises, which is not expressly the responsibility of the Landlord (as described above in Section 5(f), or elsewhere in this Lease). The Tenant shall be solely responsible to maintain any supplemental HVAC system (including all plumbing connected to said system installed by or on behalf of the Tenant), if any, which is installed by, or on behalf of, the Tenant. Further, the Tenant shall pay for the cost of any repairs to the Premises, the Building, or the Land made necessary by any negligence or willful misconduct of the Tenant, or any of its agents, vendors, employees, licensees, or invitees. In the event that the Tenant fails to so maintain the Premises in good order, condition, and repair, the Landlord shall give the Tenant thirty (30) days' notice to do such acts as are reasonably required to properly maintain the Premises. In the event that the Tenant fails to commence such work within the thirty (30) calendar day period, and diligently pursue it to completion, then the Landlord shall have the right, but shall not be required, to do such acts and expend such funds, at the expense of the Tenant, as are reasonably necessary to perform such maintenance and repairs. Landlord shall have no liability to Tenant for any damage, inconvenience or interference with the use of the Premises by Tenant as a result of performing any such work.

- (c) Supplemental HVAC System. The Tenant acknowledges and agrees that whenever a special HVAC system is installed in all or part of the Premises, at the direction or benefit of the Tenant, the Tenant shall enter into a regularly scheduled preventative maintenance and service contract, at the Tenant's sole cost and expense, which contract shall be either through a third-party agent or vendor of the Tenant, or by employees of an agency or department of the Tenant, which has the appropriate and experienced maintenance and service personnel for servicing such HVAC system and equipment, and shall provide the Landlord with a copy of the same. Any third-party contract shall be subject to the Landlord's prior approval, which approval will not be unreasonably withheld or delayed. Such contract shall include, at minimum, all services recommended by the equipment manufacturer and must be effective within sixty (60) days when the supplemental HVAC system is installed. The Landlord shall maintain a copy of the manufacturer's warranty information, if any, and will cooperate with the Tenant to the extent warranty repairs are required.

7. ALTERATIONS AND IMPROVEMENTS

- (a) The Tenant shall make no alterations, additions, and/or improvements to the Premises, or any portion thereof, without obtaining the prior written consent of the Landlord. The Tenant shall submit any such request to the Landlord at least thirty (30) days prior to the proposed commencement date of such work. Landlord may impose, as a condition to such consent, such requirements as the Landlord may deem necessary in its reasonable judgment, including the manner in which the work is performed, the times during which the work is to be accomplished, approval of all plans and specifications, and the procurement of all building permits and licenses. Further, the Landlord shall be entitled to post notices on and about the Premises with respect to the Landlord's non-liability for mechanics' liens in connection with alterations or improvements made by the Tenant, and Tenant shall not permit such notices to be defaced or removed. Tenant further agrees that during the course of any alterations and/or improvements that the Tenant shall not connect any new equipment, apparatus, machinery, or device to the Building systems, including electric wires, water pipes, fire safety, and HVAC system, without the prior written consent of the Landlord.
- (b) All alterations, improvements, and/or additions to the Premises shall be deemed a fixture, and thereby a part of the real estate and property of the Landlord, and shall remain upon and be surrendered with the Premises as a part thereof without molestation, disturbance or injury at the end of the Term of this Lease, whether by expiration or otherwise, unless the Landlord, by notice given to the Tenant, shall elect to have the Tenant remove all or any such alterations, additions, and/or improvements (excluding non-movable office walls), and in such event, the Tenant shall promptly after the termination of this Lease, remove, at its sole cost and expense, such alterations, improvements, and/or additions, and restore the Premises to the condition in which the Premises was in prior to the making of the same, reasonable wear and tear excepted. Notwithstanding the foregoing, all moveable partitions, Information Technology (IT) communication cabling and wiring, telephones, and other machines and equipment which are installed in the Premises by or for the Tenant, without expense to the Landlord, and can be removed without structural damage to, or defacement of, the Building or the Premises, and all furniture, furnishing, equipment, and other articles of property owned by the Tenant, and located in or about the Premises (all of which are herein called the "Tenant's Property") shall be and remain the property of the

Tenant, and may be removed by the Tenant at any time during the Term of this Lease. However, if any of the Tenant's Property is removed, Tenant shall repair or pay the cost of repairing any damage to the Building, and/or the Premises, resulting from such removal. All additions, improvements, and/or alterations which are to be surrendered with the Premises shall be surrendered with the Premises, as a part thereof, without cost to, or compensation by, the Landlord, at the end of the Term of this Lease, or the earlier termination thereof. Tenant may remain in the Premises up to five (5) days after the Termination Date, without the payment of Rent, for the sole purpose of removing Tenant's Property. If Tenant fails to remove any of Tenant's Property after vacating the Premises, beyond the aforementioned five (5) day period, without Landlord's consent, the Landlord, at Tenant's expense, may remove and either dispose of, or store, the Tenant's Property and perform any other required clean-up and/or repairs to the Premises. Tenant, within sixty (60) days after receipt of an invoice from the Landlord, shall reimburse the Landlord for the reasonable cost incurred by the Landlord for the removal, and disposal or storing of Tenant's Property, and the clean-up and/or repair of the Premises.

- (c) If the Landlord permits persons hired, retained, or requested by the Tenant (other than employees of the Tenant) to perform any alterations, improvements, and/or additions to the Premises, then prior to the commencement of such work, the Tenant shall deliver to the Landlord sufficient proof evidencing the appropriate licenses, and insurance as reasonably required by the Landlord. Any and all such insurance shall name the Landlord as an additional insured, and shall provide that the same may not be canceled or modified without thirty (30) days prior written notice to the Landlord.
- (d) Tenant shall have the right, at its sole cost and expense, to install a security or burglar alarm system, fire alarm, in or about the Premises. Further, the Tenant shall also be permitted to install an antenna in or about the Premises or on, or within, the Building, to provide better cellular telephone reception primarily for the Tenant, and/or its employees. Plans regarding the installation of antennas or alarm systems must be submitted to the Landlord for prior review and approval.

8. RIGHT OF QUIET ENJOYMENT

- (a) If, and so long as, Tenant pays the Rent, and keeps and performs each and every term, covenant, and condition under this Lease, the Tenant shall quietly enjoy the Premises for the Term hereof, and any extension or renewal thereof, without hindrance or molestation by the Landlord, or anyone claiming by, through or under the Landlord, subject to terms, covenants, and conditions of this Lease.
- (b) Landlord shall pay any and all taxes and assessments so as not to jeopardize Tenant's use and occupancy of the Premises. The foregoing notwithstanding, the Landlord shall be entitled to contest any tax or assessment which it deems to be improperly levied against the Premises, the Building, and/or the Land, so long as the Tenant's use of the Premises is not interfered with throughout the Term of this Lease.
- (c) Without limiting any of its rights, the Tenant may cancel, or otherwise terminate, this Lease upon thirty (30) days' notice to the Landlord in the event that quiet enjoyment or use of the Premises is prohibited or materially and adversely interfered with by an action or inaction of the Landlord, provided that from the date of receipt of notice from the Tenant

to the Landlord, the Landlord shall have fifteen (15) days to cure the prohibition or interference affecting the Tenant's quiet enjoyment or use of the Premises.

9. ASSIGNMENT AND SUBLETTING

- (a) The Tenant shall not permit any part of the Premises to be used or occupied by any person(s) other than the Tenant, and its employees, licensees, and invitees. Tenant shall not voluntarily, by operation of law, or otherwise, assign, sub-lease, transfer, or encumber this Lease, or any interest herein, or part with possession of all or any part of the Premises, without the Landlord's prior written consent, which shall not be unreasonably withheld; provided that the Tenant may, without Landlord's consent, assign or sub-lease the Premises to a different agency or department of the Tenant, and/or the State of Florida, including any agency or department thereof at any time, and from time to time, so long as Tenant is not in default under this Lease. Any assignment or sub-lease without the Landlord's prior written consent, as required herein, shall be void or voidable, at the Landlord's discretion, and may, at Landlord's election constitute a default hereunder, notwithstanding Landlord's acceptance of Rent payments from any purported assignee or sub-tenant.
- (b) In the event of any such assignment or subletting, the Tenant shall remain fully liable for the performance of all of the terms and conditions of this Lease, unless the Landlord, in writing, consents to the Tenant being released from any further liability or responsibility under this Lease.
- (c) Landlord's consent in one instance, and any other act or acts of Landlord or its agents, shall not be deemed to constitute consent to any subsequent assignment or subletting.
- (d) To the extent that the Landlord's consent is necessary, the Tenant shall provide the Landlord with a copy of any proposed assignment or sub-lease of the Premises, and to the extent then available a copy of any document pursuant to which any such assignment or sub-lease may be made, at least twenty (20) business days prior to the proposed effective date of the assignment or sub-lease. The Landlord shall approve or disapprove of the proposed assignment or sub-lease within ten (10) business days of receiving the proposed assignment or sub-lease. The failure of the Landlord to disapprove any proposed assignment or sub-lease with such ten (10) day period shall be deemed to be an approval by the Landlord of such proposed assignment or sub-lease.

10. LIENS AND INSOLVENCY

Tenant shall keep the Premises, the Building, and the Land free from any liens arising out of any work performed, materials furnished, or obligations incurred by the Tenant.

11. EMINENT DOMAIN

- (a) If any part of the Premises, the Building, and/or the Land (not resulting in a total taking of the Premises, thereby causing a termination of this Lease) is taken under the power of eminent domain, or similar authority or power, or sold under imminent threat thereof, to any public or quasi-governmental authority or entity, this Lease shall terminate as to the part of the Premises so taken or sold, effective as of the date taking, or the date that delivery of possession

is required, by such public or quasi-governmental authority or entity. The Rent for the remainder of the Term under this Lease shall be reduced in the proportion that the Tenant's total square footage is reduced by the taking. Further, the Tenant shall be entitled to recover and keep for itself from the public or quasi-governmental authority or entity any amount(s) necessary to compensate the Tenant for any and all damages, losses, and for any other reason attributable as a result of such taking.

- (b) If a total taking of the Premises, the Building, or the Land occurs, or if a partial taking or the sale of the Building, or the Land occurs, and it: (i) results in an inability of the Tenant to use the Premises for the Tenant's intended purpose, as determined by the Tenant; or (ii) renders the Building unviable or useless to Landlord or the Tenant, this Lease shall terminate, with such termination being made effective one hundred eighty (180) days after the Tenant receives notice of such taking, or when the taking occurs, whichever is sooner.
- (c) All condemnation awards and similar payments shall be paid and belong to the Landlord, except any amounts otherwise described above in this Lease, in addition to any amounts awarded or paid specifically for Tenant's trade fixtures, loss of business, relocation costs, and other benefits that the Tenant is otherwise entitled to receive under the law. Nothing contained herein shall prevent or diminish the Tenant's right to deal on its own behalf with the condemning authority.

12. ACCESS OR ENTRY BY LANDLORD

- (a) Upon twenty-four (24) hours prior written notice to Tenant (except in the event of emergency), the Landlord or Landlord's employees, and/or agents, may, and only with an escort by an employee of the Tenant, enter the Premises at reasonable times for the purpose of inspecting, altering, improving, or repairing the Premises, or other portions of the Building, and for ascertaining compliance by Tenant with the provisions of this Lease. Landlord certifies that Landlord and Landlord's employees and/or agents have passed a criminal background screening. Upon forty-eight (48) hours prior written notice to Tenant, contractors shall be granted access for the purposes listed above. During the course of any such inspection, the Landlord, and/or its employees, agents, and/or contractors shall be escorted by an employee of the Tenant throughout the Premises.
- (b) Landlord may also show the Premises to renters, or lenders during regular business hours, and upon forty-eight (48) hours prior written notice to Tenant, provided that the Landlord shall not unreasonably interfere with the Tenant's business operations, or with Tenant's use and occupancy of the Leased Premises. Landlord may show the Premises to prospective purchasers the last four months of the Term of this Lease, upon 48 hours prior written notice to Tenant. During the course of any such showing of the Premises, the Landlord, the prospective renters, lenders, and/or purchasers shall be escorted by an employee of the Tenant throughout the Premises.
- (c) Landlord shall repair, at Landlord's expense, any damage to the Premises resulting from the exercise of the foregoing right of access by Landlord, or any of Landlord's employees, agents and/or contractors.

13. SIGNAGE

- (a) All signs, symbols, and logos placed on the doors or windows or elsewhere about the Premises, which are visible from outside of the Premises, or upon any other part of the Building, including building directories, shall be subject to the approval of the Landlord, which approval shall not be unreasonably withheld or delayed.
- (b) The Tenant shall be entitled to have its name displayed on any and all Building directories, if any, and on any outdoor monument sign(s), if any, at the Landlord's sole cost and expense; provided, however, in the event that the Tenant requests any changes to the initial display, the Tenant hereby agrees that any out-of-pocket costs incurred by the Landlord in connection with such changes shall be the responsibility of the Tenant, and shall be reimbursed by the Tenant within thirty (30) calendar days following receipt of an invoice and evidence of actual payment related thereto.

14. INSURANCE

- (a) Landlord's Insurance. The Landlord will, during the Term of this Lease, at its sole cost and expense, carry commercial general liability, fire, windstorm, hail, flood, and extended coverage insurance on the improvements of the Premises and the Building, to the full replacement value.
- (b) Tenant's Insurance. The Tenant is self-insured. Further, the Landlord hereby acknowledges that the Tenant is self-insured, and therefore the Tenant shall not be required to secure any type of insurance coverage during the Term of this Lease.

15. INDEMNIFICATION

- (a) The Landlord shall indemnify and hold harmless the Tenant and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including reasonable attorneys' fees and costs of defense, which the Tenant or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature solely arising out of, relating to, or resulting from the negligence of the Landlord or negligence of its employees, agents, vendors, partners, principals or subcontractors. Landlord shall pay all claims and losses in connections therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Tenant, where applicable, including appellate proceedings and shall pay all costs, judgments, and reasonable attorneys' fees which may issue thereon. Landlord expressly understands and agrees that any insurance protection required by this Lease or otherwise provided by Landlord shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Tenant, or its officers, employees, agents, and instrumentalities as herein provided.
- (b) If the Tenant's use and occupancy is materially and adversely interfered with as a result of any act or inaction by the Landlord, its employees, agents, contractors, licensees, and/or invitees, then, in addition to any other remedy, the Tenant shall be entitled to an abatement of the Rent for the period of time occupancy is materially and adversely interfered with.

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

(d) The language in this section shall survive the early termination or expiration of this Lease.

16. HAZARDOUS MATERIALS

(a) The Landlord represents and warrants to the Tenant that no Hazardous Materials, as defined below, have been located on the Premises, or have been released into the environment, or discharged, placed, or disposed of at, on, or under the Premises. The Landlord further represents and warrants that to the best of its knowledge, information, and belief, the Premises, the Building, and/or the Land have never been used as a dump for any Hazardous Materials, as defined below, and that at all prior uses of the Premises, the Building, and/or the Land have at all times complied with any and all statutes, laws, rules, and/or regulations pertaining to Hazardous Materials.

(b) The term "Hazardous Materials" shall mean any substance, material, waste, gas, or particulate matter, which at the time of the execution of this Lease or any time thereafter is regulated by any local governmental authority, the State of Florida, and/or the United States Government, including, but not limited to, any material or substance which is: (i) defined as a "hazardous material", "hazardous substance", "extremely hazardous waste", or "restricted hazardous waste" under any provision of the State of Florida and/or the United States Government; (ii) petroleum; (iii) asbestos; (iv) polychlorinated biphenyl; (v) radioactive material; (vi) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C., Section 1251, et seq. (33 U.S.C., Section 1371); (vii) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C., Section 6901 et seq. (42 U.S.C., Section 6903); (viii) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act 42 U.S.C., Section 9601 et seq. (42 U.S.C. Section 9601).

(c) The Landlord hereby indemnifies the Tenant from and against any matter related to the representation and covenant provided regarding Hazardous Materials.

(d) The Language in this section shall survive the early termination or expiration of this Lease.

17. DESTRUCTION OF, OR DAMAGE TO, THE PREMISES

If the Premises, or any part thereof, or any appurtenance thereto, is so damaged by fire, casualty or structural defects, such damage or defects not being the result of any act of negligence by Tenant, or by any of Tenant's agents, employees, vendors, or invitees, that the same cannot be used for Tenant's purposes, then Tenant shall have the right at any time within ninety (90) days following damage to the Premises to elect by notice to Landlord to terminate this Lease as of the date of such notice. In the event that minor damage is sustained to any part of the Premises, and if such damage does not render the Premises unusable for Tenant's purposes, Landlord shall promptly repair such damage at the cost of the Landlord. In making the repairs called for in this paragraph, Landlord shall not be liable for any delays resulting from force majeure. Tenant shall be relieved from paying Rent and other charges during any portion of the Term of this

Lease that the Premises is uninhabitable, inoperable, or otherwise unfit for occupancy, or use. Rent payments and other charges paid in advance for any such periods shall be credited on the next ensuing payments, if any, but if no further payments are to be made, and any remaining advance payments shall be refunded to Tenant. The provisions of this paragraph extend not only to the matters aforesaid, but also to any occurrence which is beyond Tenant's reasonable control and which renders the Premises, or any appurtenance thereto, uninhabitable, inoperable or otherwise unfit for occupancy or use.

18. TENANT'S DEFAULT AND REMEDIES

It shall be an "Event of Default" if: (i) Tenant fails to pay Rent, or any other charges, when such payment by Tenant is due hereunder, and such failure continues for fourteen (14) business days after receipt of written notice thereof was made to Tenant by the Landlord (with the exception for any payment due in October, as described above in Article 3, Rent); (ii) Tenant violates or fails to perform any of the other conditions, covenants, or agreements under this Lease, and such violation or failure continues for thirty (30) calendar days after written notice thereof to Tenant by Landlord, or if such default cannot be cured within such thirty (30) day period, then if the Tenant commences to cure the default within the thirty (30) day period, but fails to proceed diligently and fully cure the default within ninety (90) days; (iii) Tenant makes a general assignment for the benefit of creditors, or files a petition for bankruptcy, or other reorganization, liquidation, dissolution, or similar relief; (iv) a proceeding is filed against the Tenant seeking bankruptcy, reorganization, liquidation, dissolution, or similar relief, which would have a direct impact upon this Lease, and which is not dismissed within one hundred twenty (120) calendar days; (v) a trustee, receiver, or liquidator is appointed by a court of competent jurisdiction, for the Tenant, or a substantial part of its property and/or assets; (vi) Tenant's interest under this Lease is taken upon execution or by other process of law directed against the Tenant; (vii) Tenant mortgages, assigns (except as expressly permitted in this Lease), or otherwise encumbers Tenant's interest under this Lease.

19. LANDLORD'S DEFAULT AND REMEDIES

- (a) Except as otherwise specified in this Lease, if the Landlord defaults in the performance of any term, condition, and/or covenant hereof, and such default continues for thirty (30) days after receipt of notice from the Tenant, or if the default cannot be reasonably cured within thirty (30) days then for a reasonable period of time thereafter up to a maximum of ninety (90) days, then the Tenant may, at its option, but subject to the other terms, condition, and covenants of this Lease, terminate this Lease upon thirty (30) days prior written notice to the Landlord. Further, Tenant also reserves the right, at its option, to cure any of the Landlord's defaults, after written notice to the Landlord, and the Landlord shall immediately (within thirty (30) calendar days) reimburse the Tenant for actual and reasonable costs and expenses, including, but not limited to labor and materials, or alternatively, the Tenant shall be permitted to deduct the amount for such work from the Rent.
- (b) Notwithstanding anything else set forth in this Lease, in the event the Landlord defaults on any of the terms, conditions, and/or covenants of this Lease, the Tenant shall be entitled to pursue any and all remedies available to the Tenant at law, or in equity, including, but not limited to the right of Specific Performance.

20. ATTORNEYS' FEES

In the event either party requires the services of an attorney in connection with enforcing any of the terms, covenants, and/or conditions of this Lease, or in the event a lawsuit is brought for the recovery of any Rent due under this Lease, or for any other sum or amount, or for the breach of any term, covenant, and/or condition of this Lease, or for return of the Premises to the Landlord and/or eviction of the Tenant during the Term, or after the expiration thereof, each party hereby expressly agrees to be responsible for its own attorneys' fees, and other legal costs and expenses, including, but not limited to, expenses associated with expert witnesses, whether incurred at trial, on appeal, or otherwise.

21. EARLY CANCELLATION

Separate and apart from any other rights granted to the Tenant to cancel or otherwise terminate this Lease, the Tenant shall have the right, at any time after the second anniversary of this Lease, without cause, to terminate this Lease by giving the Landlord at least thirty (30) days' advanced written notice of such early cancellation. Upon such cancellation, this Lease shall terminate as though the cancellation date were the date originally fixed as the end of the Term of this Lease.

22. TENANT'S SUBORDINATION TO MORTGAGE

It is specifically acknowledged and agreed that by and between the Landlord and the Tenant that the Landlord may, from time to time, secure a construction loan and/or mortgage on the Premises, the Building, and/or the Land from a bank, savings and loan institution, insurance company, or other lending institution; and that this Lease is and shall be subordinate to the lien of said construction loan and/or mortgage; and the Tenant hereby agrees that it will execute such subordination and non-disturbance agreements, or other documents, as may be reasonably required by such lending institution, provided however, that the loan documents, mortgage, and/or subordination agreement contain a provision which states that the Tenant shall not be disturbed in its possession and occupancy of the Premises during the Term of this Lease.

23. CONDITION OF PREMISES AT TERMINATION

- (a) Upon the expiration or earlier cancellation of this Lease, the Tenant will quit and surrender the Premises in good order and repair, with reasonable wear and tear excepted. The Premises shall be left by the Tenant in broom swept condition. However, the Tenant shall not be obligated to repair any damage, which the Landlord is required to repair. Any and all fixtures, window treatments, keypads, and keys, at the expiration or earlier termination of this Lease, shall revert back to the Landlord.
- (b) If the Tenant, after the commencement of this Lease, installed any shelving, lighting, communication cabling, supplemental HVAC systems, portable partitions, and/or any trade fixtures; and/or if the Tenant installed any signs, or other standard identification of the Tenant, then, any item, property, or fixture so installed shall be and remain the property of the Tenant, which the Tenant may remove at the expiration or early cancellation of this Lease, provided that in such removal the Tenant shall repair any and all damage caused to the Premises, in a good and workman-like manner. The Tenant shall not remove any fixtures, equipment, and/or additions which are normally considered in the

real estate industry to be affixed to realty such as, but not limited to, electrical conduit and wiring, panel or circuit boxes, terminal boxes, central HVAC, duct work, and plumbing fixtures.

24. NOTICES

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

To Tenant: Internal Services Department
111 N.W. First Street, Suite 2460
Miami, Florida 33128
Attention: Director

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

To Landlord: The Atrium Professional Plaza, LLC
1380 N.E. Miami Gardens Drive, Suite 125
North Miami, Florida 33179
Attention: German Fraynd, MD

or to such other address as either party may designate in writing from time to time. If notice is delivered by hand, and signed by the recipient, the notice shall be deemed served on the date of such delivery. If notice is sent by courier, or by Certified Mail, then notice shall be deemed served five (5) business days after the date the notice was given to the courier or deposited in a United States Post Office receptacle.

25. LANDLORD'S REPRESENTATIONS AND COVENANTS

Landlord hereby represents and covenants to Tenant that:

- (a) It has full power and authority to enter into this Lease and perform in accordance with its terms, conditions, and provisions and that the person signing this Lease on behalf of Landlord has the authority to bind the Landlord and to enter into this transaction, and the Landlord has taken all requisite action and steps to legally authorize it to execute, deliver and perform pursuant to this Lease.
- (b) Landlord is the fee simple owner of the Premises, and Landlord will deliver the leasehold hereunder and exclusive possession of the Premises to the Tenant free and clear of any and all tenancies and occupancies of every nature whatsoever, whether by the Landlord, or otherwise, and subject only to the rights reserved herein to Landlord.

27-20

- (c) Landlord will keep the Premises, and the Building, free and clear of any and all liens on account of any construction, repair, alternation, improvements, and/or taxes. Landlord shall keep any and all mortgage payments current and in good standing.
- (d) Landlord represents and covenants as of the commencement of this Lease, the Premises will not be in violation of any federal, state, county, and municipal laws regulations, including, but not limited to any building code, environmental regulation, or other government ordinance or law. Landlord further represents and covenants that it has not received any notice of any such violation.
- (e) Landlord hereby represents and covenants that the Premises now conforms to, or that prior to Tenant's occupancy in the Premises, that the Premises shall, at the Landlord's sole cost and expense, be brought into conformance with the requirements of Section 553.501, et seq., Florida Statutes, regarding "Florida Americans with Disabilities Accessibility Implementation Act," providing requirements for the physically handicapped.
- (f) Landlord hereby grants the Tenant an easement for ingress/egress, access, parking, and for driveway purposes, for the Premises.
- (g) Landlord represents and covenants that there are no vermin, termites, insects, or pests of any kind or nature within the Premises, and/or in the Building. Should the Tenant find evidence of anything to the contrary, the Landlord shall immediately rectify the situation by employing a pest exterminator.

26. TENANT'S REPRESENTATIONS AND COVENANTS

Tenant hereby represents and covenants to the Landlord the following:

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

27. FORCE MAJEURE

In the event that the Tenant or the Landlord shall be delayed, hindered in, or prevented from, the performance of any act or obligation required under this Lease (expressly excluding monetary obligations) by reason of a strike, lockout, inability to procure materials, failure of power, restrictive government laws or regulations, riots, insurrection, or another reason beyond their control, the prevented party shall provide notice to the other party, and the performance of such act shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

28. RADON GAS

Radon gas is a naturally occurring radioactive gas that when it has accumulated in a building or structure in sufficient quantities may present health risks to persons who are exposed to it over time. Levels of radon gas that exceed federal and state guidelines have been found in

buildings in Florida. Additional information regarding radon gas, and radon testing, may be obtained from the county health department.

29. BUILDING RULES

Tenant will comply with the rules of the Building adopted and altered by Landlord from time to time and will cause all of its agents, employees, invitees and visitors to do so; and all changes to such rules will be sent by Landlord to Tenant in writing at least thirty (30) days before implementation of such rules. Notwithstanding the foregoing, should any of the rules for the Building conflict with the terms and conditions of this Lease, then this Lease shall control.

30. MISCELLANEOUS

- A.) Severability. If any provisions of this Lease or the application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Lease, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue valid and be enforced to the fullest extent permitted by law.
- B.) Captions. The article headings and captions of this Lease are for convenience and reference only and in no way define, limit or describe the scope or intent of this Lease nor in any way affect this Lease.
- C.) Relationship of Parties. This Lease does not create the relationship of principal and agent, or of mortgagee and mortgagor, or a partnership, or a joint venture, or of any association between Landlord and Tenant, the sole relationship between Landlord and Tenant being that of landlord and tenant, or lessor and lessee.
- D.) Recording. The parties acknowledge and agree that the Tenant will file a copy of this Lease with the Miami-Dade County Clerk of the Board.
- E.) Construction. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the party or parties may require. The parties hereby acknowledge and agree that each was properly represented by counsel and this Lease was negotiated and drafted at arm's length so that the judicial rule of construction to the effect that a legal document shall be construed against the draftsman shall be inapplicable to this Lease which has been drafted by counsel for both Landlord and Tenant.
- F.) Entire Agreement. It is expressly understood and agreed that this Lease contains all of the terms, covenants, conditions, and agreements between the parties hereto relating to the subject matter of this Lease, and that no prior agreements, contracts, or understandings, either oral or written, pertaining to the same shall be valid or of any force and/or effect. This Lease contains the entire agreement between the parties hereto, and shall not be amended, modified, or changed in any manner except by a written instrument, which is approved by the Board, and signed by the County Mayor, or the County Mayor's designee.
- G.) Performance. As otherwise described in this Lease, if there is a default with respect to any of the Landlord's covenants, warranties, obligations, or representations under this Lease, and if the default continues more than thirty (30) days after notice in writing from Tenant to Landlord specifying the default (provided the nature of said default cannot be reasonable cured within a thirty (30) day period), Tenant may, at its option and without affecting any

other remedy hereunder, cure such default and deduct the actual and reasonable cost thereof from the next accruing installment or installments of Rent payable hereunder until Tenant shall have been fully reimbursed for such expenditures, together with interest thereon at a rate equal to the then highest lawful interest rate. If this Lease terminates prior to Tenant's receiving full reimbursement, Landlord shall pay the un-reimbursed balance plus accrued interest to Tenant on demand.

- H.) Successors and Assigns. The terms herein contained shall bind and insure to the benefit of Landlord, its successors and assigns, and to the Tenant, its successors and assigns (including any subtenants or assignees as appropriate and applicable), except as may be otherwise provided herein.
- I.) Holidays. It is hereby agreed and declared that whenever the day on which a payment is due under the Term of this Lease, or the last day on which a response is due to a notice, or the last day of a cure period falls on a day which is a legal holiday in Miami-Dade County, Florida, or on a Saturday or Sunday, and/or state or federal holidays, then such due date or cure period expiration date shall be postponed to the next following business day.
- J.) Days. Any mention in this Lease of a period of days for performance, unless otherwise described herein, shall mean calendar days.
- K.) Waiver. Any waiver on behalf of any party shall be evidenced in writing. Landlord or Tenant's failure to take advantage of any default hereunder, or breach of any term, covenant, condition, or agreement of this Lease on the part of the Landlord or Tenant to be performed shall not be (or be construed to be) a waiver thereof. Likewise, the parties further agree that any custom or practice that may grow between the parties in the course of administering this Lease cannot be construed to waive or to lessen the right of the Landlord or Tenant to insist upon the complete performance by the Landlord or the Tenant of any term, covenant, condition, or agreement hereof, or to prevent the exercise of any rights given by either of them on account of any such custom or practice. Waiver of a particular default under this Lease, or waiver of any breach of any term, condition, covenant, or agreement of this Lease, or any leniency shown by the Landlord or the Tenant in respect thereto, shall not be construed as, or constitute a waiver of any other or subsequent defaults under this Lease, or a waiver of the right of either party to proceed against the other party for the same or any other subsequent default under, or breach of any other term, covenant, condition, or agreement of this Lease.
- L.) Subordination. This Lease is and shall be subject and subordinate in all respects to any and all mortgages and deeds of trusts, now or hereafter placed on the Building, the Land, and/or the Premises, and to all renewals, modifications, and extensions thereof.
- M.) Exhibit and Schedules. Each and every Exhibit and/or Schedule referred to in this Lease is incorporated herein by reference. The Exhibits and Schedules, even if not physically attached, shall still be treated as part of the Lease.
- N.) No Offer. The presentation and execution of this Lease by the Landlord shall be an offer which may be accepted by the Tenant, and this Lease only becomes valid, binding, and effective upon the execution and commencement of this Lease by both Landlord and Tenant. Further, employees or agents of Landlord have no authority to make or agree to make a Lease or any other agreement or undertaking in connection herewith.
- N.) Time is of the Essence. Time is of the essence with regards to all of the terms, conditions, and covenants of this Lease.

- O.) Venue, Conflict of Laws, and Jurisdiction. The parties hereby acknowledge and agree that venue shall be in Miami-Dade County, Florida. The laws of the State of Florida shall govern the interpretation, validity, performance, and enforcement of this Lease.
- P.) Brokers. Landlord and Tenant hereby represent and agree that no real estate broker or other person is entitled to claim a commission as a result of the execution and delivery of this Lease.

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

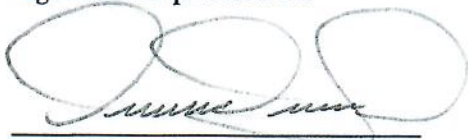
IN WITNESS WHEREOF, Landlord has caused this Lease to be executed by its duly authorized representative, and Tenant has caused this Lease to be executed in its name by the County Mayor, as authorized by the Board; all on the day and year first hereinabove written.

(OFFICIAL SEAL)


LANDLORD

THE ATRIUM PROFESSIONAL
PLAZA, LLC
A Florida Limited Liability Company


Signed in the presence of:



Print Name: Diana Hall



Print Name: Mateo Diaz

By:  German Fraynd, MD
Managing Member

(OFFICIAL SEAL)

TENANT

ATTEST:

MIAMI-DADE COUNTY, FLORIDA

HARVEY RUVIN, CLERK

BY ITS BOARD OF COUNTY
COMMISSIONERS

By _____
Deputy Clerk

By _____
Carlos A. Gimenez
Mayor

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

EXHIBIT A
THE PREMISES

**EXHIBIT A
THE PREMISES**

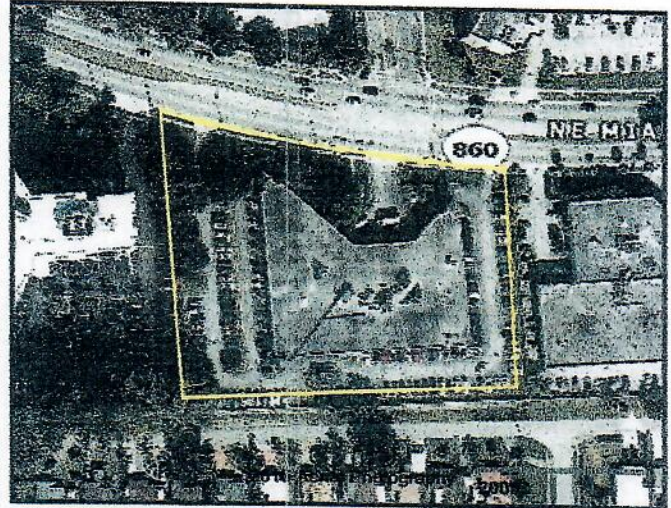


OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On : 4/23/2020

Property Information	
Folio:	30-2205-000-0240
Property Address:	1380 NE MIAMI GARDENS DR Miami, FL 33179-4707
Owner	THE ATRIUM PROFESSIONAL PLAZA LLC
Mailing Address	1380 MIAMI GARDENS STE 125 NORTH MIAMI BEACH, FL 33179 USA
PA Primary Zone	6900 SEMI PROFESSIONAL OFFICE
Primary Land Use	1913 PROFESSIONAL SERVICE BLDG : OFFICE BUILDING
Beds / Baths / Half	0 / 0 / 0
Floors	2
Living Units	0
Actual Area	Sq.Ft
Living Area	Sq.Ft
Adjusted Area	65,071 Sq.Ft
Lot Size	115,870 Sq.Ft
Year Built	1983



Assessment Information			
Year	2019	2018	2017
Land Value	\$2,549,140	\$2,549,140	\$2,549,140
Building Value	\$5,633,210	\$5,401,102	\$5,649,806
XF Value	\$0	\$397,956	\$0
Market Value	\$8,182,350	\$8,348,198	\$8,198,946
Assessed Value	\$8,182,350	\$8,348,198	\$8,198,946

Taxable Value Information			
	2019	2018	2017
County			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$8,182,350	\$8,348,198	\$8,198,946
School Board			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$8,182,350	\$8,348,198	\$8,198,946
City			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$0	\$0	\$0
Regional			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$8,182,350	\$8,348,198	\$8,198,946

Benefits Information				
Benefit	Type	2019	2018	2017
Note: Not all benefits are applicable to all Taxable Values (I.e. County, School Board, City, Regional).				

Short Legal Description
5 S2 42 2.66 AC M/L
BEG 36.20FTW & 10.01FT N OF SE
COR OF SW1/4 N270.25FT NWLY A/D
398.05FT S342.80FT E387.52FT TO
POB

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
02/21/2012	\$120,400	28031-1546	Financial inst or "In Lieu of Foreclosure" stated
06/05/2011	\$4,700,000	28173-2139	Financial inst or "In Lieu of Foreclosure" stated
08/01/2006	\$10,700,000	24917-0123	Sales which are qualified
05/01/2005	\$0	23367-3029	Sales which are disqualified as a result of examination of the deed

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