

MEMORANDUM

Agenda Item No. 11(A)(13)

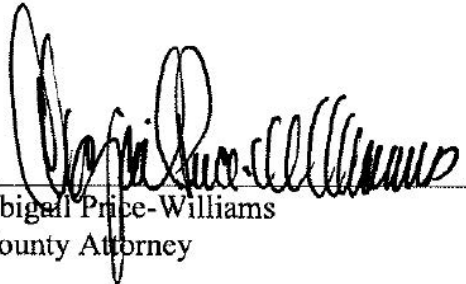
TO: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

DATE: October 20, 2020

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Resolution approving, pursuant to section 125.38 Florida Statutes, the lease of approximately 7,316 square feet of property located at 2900 NW 5th Avenue to the South Florida Puerto Rican Chamber of Commerce (“Chamber”), a Florida not-for-profit corporation, as tenant, and general terms of a lease agreement between the County, as landlord, and the Chamber, as tenant, for initial term of 30 years, with two 10-year options to renew at annual rent of \$1.00; waiving certain provisions of Resolution No. R-407-19; delegating authority to County Mayor to finalize and, subject to satisfaction of conditions precedent, execute lease agreement and to exercise any and all rights conferred therein

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Chairwoman Audrey M. Edmonson.



Abigail Price-Williams
County Attorney

APW/smm



MEMORANDUM
(Revised)

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

DATE: October 20, 2020

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 11(A)(13)

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. 11(A)(13)
10-20-20

RESOLUTION NO. _____

RESOLUTION APPROVING, PURSUANT TO SECTION 125.38 FLORIDA STATUTES, THE LEASE OF APPROXIMATELY 7,316 SQUARE FEET OF PROPERTY LOCATED AT 2900 NW 5TH AVENUE TO THE SOUTH FLORIDA PUERTO RICAN CHAMBER OF COMMERCE (“CHAMBER”), A FLORIDA NOT-FOR-PROFIT CORPORATION, AS TENANT, AND GENERAL TERMS OF A LEASE AGREEMENT BETWEEN THE COUNTY, AS LANDLORD, AND THE CHAMBER, AS TENANT, FOR INITIAL TERM OF 30 YEARS, WITH TWO 10-YEAR OPTIONS TO RENEW AT ANNUAL RENT OF \$1.00; WAIVING CERTAIN PROVISIONS OF RESOLUTION NO. R-407-19; DELEGATING AUTHORITY TO COUNTY MAYOR OR COUNTY MAYOR’S DESIGNEE TO FINALIZE AND, SUBJECT TO SATISFACTION OF CONDITIONS PRECEDENT, EXECUTE LEASE AGREEMENT AND TO EXERCISE ANY AND ALL RIGHTS CONFERRED THEREIN

WHEREAS, one of the projects approved by voters as part of the Building Better Communities General Obligation Bond Program (“Bond Program”), was Project No. 324 titled “Puerto Rican Community Center” with an original allocation of \$2,500,000.00 and a project description that reads: “Construct a community center for the Puerto Rican community” (“project no. 324”); and

WHEREAS, this Board, through its approval of Resolution No. R-1368-08, designated the South Florida Puerto Rican Chamber of Commerce, Inc. (“Chamber”), a Florida not-for-profit corporation, as the recipient of the Project No. 324 funds for the construction and operation of a Puerto Rican Community Center; and

WHEREAS, on June 30, 2015, the Board, through Resolution No. R-542-15, approved a significant modification to Project No. 324 to change the project description to allow for the acquisition of property for the development of a Puerto Rican Community Center, after a public hearing; and

WHEREAS, however, following several unsuccessful attempts by the Chamber to identify a partner or develop the Community Center on its own, this Board, through its approval of Resolution No. R-525-15, approved an agreement between the County and Mapton Holdings, LLC (“Mapton”) to exchange certain County-owned property for certain property owned by Mapton (“Mapton property”), pursuant to section 125.37, Florida Statutes to facilitate the development of the Puerto Rican Community Center; and

WHEREAS, as result of the extensive contamination on the Mapton property, this Board, through its approval of Resolution No. R-801-18 as amended by Resolution Nos. R-1360-19 and R-898-20, authorized the County to enter into an Amended and Restated Exchange Agreement with Mapton and Mana Fashion Realty, LLC (“Developer”) for construction of a three-story building inclusive of a parking garage to house the County’s Community Action and Human Services Department to assist with their programs serving the community and nearby residents, a satellite office for the District 3 Commissioner, and the Puerto Rican Community Center (“county facilities”) on the site located at 2900 NW 5th Avenue, Miami, Florida (“property”); and

WHEREAS, the Puerto Rican Community Center is to consist of approximately 7,316 square feet of interior, finished office space on the first floor and a portion of the second floor of the County Facilities (“premises”) and the purchase thereof shall be funded with the Project No. 324 funds; and

WHEREAS, upon completion of the county facilities, the Developer will convey the property to the County in exchange for certain County-owned parcels and the Project No. 324 funds; and

WHEREAS, consistent with this Board’s designation in 2008 of the Chamber as the appropriate entity to operate the Puerto Rican Community Center, the Chamber has requested that, upon completion of the county facilities, the County lease the premises to the Chamber; and

WHEREAS, the Chamber was organized in 1994 to address the challenges and opportunities presented to the growing Puerto Rican business community in Miami-Dade County, to promote business, trade and cultural exchanges between the markets of Puerto Rico and Miami-Dade County, and to provide the medium and low income small business community of Miami-Dade County with business technical assistance encouraging business growth and greater employment opportunities that are available to the entire community; and

WHEREAS, the Chamber desires to lease the premises to promote business, trade and cultural exchanges between the markets of Puerto Rico and Miami-Dade County; to provide gallery space for rental and use by the public for cultural and private events, community-based activities, and art exhibits; to provide classrooms for neighborhood residents and students of the neighboring public schools; and for a community business enterprise program and incubator to assist with job creation countywide, with an emphasis in County Commission District 3, and to provide the medium and low income small business community of Miami-Dade County with business technical assistance encouraging business growth and greater employment opportunities (“permitted uses”); and

WHEREAS, the Chamber’s use of the premises for the permitted uses represents a public purposes consistent with promoting community interest and welfare; and

WHEREAS, this Board finds that the Chamber requires the premises for the purposes for which it was incorporated and to promote the community interest and welfare of the public and the premises are not needed for any other County purpose; and

WHEREAS, the market rental rate for the premises is not available but according to the Property Appraiser’s website, the property has a market value of \$4,433,262.00; and

WHEREAS, this Board, pursuant to section 125.38, Florida Statutes, wishes to lease the premises within the property to the Chamber for a term of 30 years with two, 10-year options to renew at an annual, nominal rental rate of \$1.00 per year; and

WHEREAS, in accordance with section 2-8.6.5 of the Code of Miami-Dade County, Florida, the County would only be leasing, not conveying in fee simple, the premises to the Chamber and if the Chamber fails to use the premises in accordance with the requirements of the lease agreement, then the County has the right to terminate the lease agreement; and

WHEREAS, this Board finds that in light of the proposed use of the premises, the need of the Chamber to invest all of its financial resources towards fulfilling and furthering its mission of job creation and economic development, and the hardship that rent would impose on the operations of the Chamber, a compelling reason exists to forego rent beyond a nominal amount with respect to the premises while still requiring the Chamber to pay its pro-rata share of the common area expenses for the property; and

WHEREAS, in accordance with Resolution No. R-407-19, notice was published in the Daily Business Review on October 1, 2020 to notify the public that this Board would be considering the lease of the premises to the Chamber; and

WHEREAS, this Board desires to accomplish the purposes outlined in the memorandum attached hereto as Exhibit "A", which is incorporated herein by reference,

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

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

Section 2. This Board approves, pursuant to section 125.38, Florida Statutes, the lease of the premises to the Chamber for the permitted uses in accordance with and in furtherance of the community interest and welfare purposes for which it was established.

Section 3. This Board waives the requirements of Resolution No. R-407-19 requiring that public notice be posted no less than four weeks prior to Board consideration, as notice was provided 19 days prior to Board consideration, and approves the general terms of the lease agreement between the County, as landlord, and the Chamber, as tenant, for the premises in generally the form attached hereto as Exhibit “B”, which lease agreement provides for an initial term of 30 years with two, 10-year options to renew at an annual, nominal rent of \$1.00.

Section 4. This Board delegates the authority to the County Mayor or County Mayor’s designee to negotiate, finalize the terms of, and execute the lease agreement with the Chamber, subject to final review and approval by the County Attorney’s Office, provided: (a) the construction of the county facilities has been substantially completed and the County has closed on the acquisition of the property; (b) the terms and conditions of the lease agreement are no less favorable, financially or otherwise, to the County as those terms contained in the lease agreement attached to this resolution; (c) the terms and conditions of the lease agreement at all times require the use of the premises by the Chamber for the permitted uses; and (d) no policies of this Board are violated or modified in the final terms of the lease agreement. This Board further authorizes the County Mayor or County Mayor’s designee to exercise any and all other rights conferred in the lease agreement and to complete all acts necessary to effectuate the lease agreement.

Section 5. This Board directs the County Mayor or County Mayor’s designee to submit a copy of the final, executed lease agreement the Clerk of the Board, who shall file same along with this resolution.

Section 6. This Board directs the County Mayor or County Mayor’s designee to appoint staff to monitor the lease agreement, and to provide the Property Appraiser’s Office with a copy of the executed lease agreement, within 30 days of its execution.

The Prime Sponsor of the foregoing resolution is Chairwoman Audrey M. Edmonson. 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. | Daniella Levine Cava |
| Jose "Pepe" Diaz | Sally A. Heyman |
| Eileen Higgins | Barbara J. Jordan |
| Joe A. Martinez | Jean Monestime |
| Dennis C. Moss | Sen. Javier D. Souto |
| Xavier L. Suarez | |

The Chairperson thereupon declared this resolution duly passed and adopted this 20th day of October, 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.

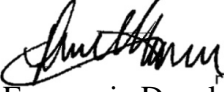
Monica Rizo Perez

Memorandum



Date: October 9, 2020

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

From: Leland S. Salomon 
Deputy Director for Economic Development
Department of Regulatory and Economic Resources

Subject: Approval of Lease Agreement in form only between Miami-Dade County and
The South Florida Puerto Rican Chamber of Commerce for 7,316 square feet of
space within a building being built for the County at 2900 NW 5th Avenue

Recommendation

Staff recommends the approval of a lease agreement pursuant to Florida Statute 125.38, in form only, between the County and The South Florida Puerto Rican Chamber of Commerce (“Chamber”) a Florida, not-for-profit corporation, for County-owned space totaling approximately 7,316 square feet within a building being built for the County by Mapton Holdings, LLC and MANA Fashion Realty, LLC, with an estimated closing date of January 21, 2022. Delegated authority has been requested for the Mayor or Mayor’s Designee to finalize and execute the lease agreement once the building is completed and ownership is transferred to the County. The initial lease term is 30 years with two, 10-year options to renew at an annual, nominal rental rate of \$1.00 per year in order to allow the Chamber to invest all of its financial resources towards fulfilling and furthering its mission. The Chamber will be responsible for its own operating costs and the proportionate share of common area maintenance expenses. The lease will allow the Chamber to lease the premises to promote business, trade and cultural exchanges between the markets of Puerto Rico and Miami-Dade County; to provide gallery space for rental and use by the public for cultural and private events, community-based activities, and art exhibits; to provide classrooms for neighborhood residents and students of the neighboring public schools; and for a community business enterprise program and incubator to assist with job creation countywide, with an emphasis in County Commission District 3, and to provide the medium and low income small business community of Miami-Dade County with business technical assistance encouraging business growth and greater employment opportunities (“Permitted Uses”). The recommended transaction and actions authorized by the attached resolution are more fully set forth below:

This Board delegates the authority to the County Mayor or Mayor’s designee to negotiate, finalize the terms of, and execute the lease agreement with the Chamber, subject to final review and approval by the County Attorney’s Office, provided: (a) the construction of the County Facilities have been substantially completed and the County has closed on the acquisition of the Property; (b) the terms and conditions of the lease agreement are no less favorable, financially or otherwise, to the County as those terms contained in the lease agreement attached to this resolution; (c) the terms and conditions of the lease agreement at all times require the use of the Premises by the Chamber for the Permitted Uses; and (d) no policies of this Board are violated or modified in the final terms of the lease agreement. This Board further authorizes the County Mayor or the County Mayor’s designee to exercise any and all other rights conferred in the lease agreement and to complete all acts necessary to effectuate the lease agreement.

Scope

The impact of this project is in District 3 represented by Chairwoman, Audrey M. Edmonson.

Fiscal Impact/Funding Source

This Amendment has no fiscal impact on the County.

Track Record/Monitor

Rosa Arguelles of the Internal Services Department is the Lease monitor.

Background

Pursuant to Resolution No. R-917-04 (the “Outreach Facilities Resolution”) the voters approved issuance of general obligation bonds in a principal amount not to exceed \$255,070,000.00 to construct and improve outreach facilities to meet code and service requirements and to increase neighborhood and community access and services. Appendix A to the Outreach Facilities Resolution lists projects eligible for funding from the Building Better Communities General Obligation Bond Program (the ‘Bond Program’). One of the projects listed in Appendix A to the Outreach Facilities Resolution was Project No. 324 - “Puerto Rican Community Center” with an original allocation of \$2.5 million to “Construct a Community Center for the Puerto Rican Community.”

On December 2, 2008 by Resolution No. R-1368-08, the Board of County Commissioners designated the South Florida Puerto Rican Chamber of Commerce, Inc. (“PRCC”) as the grant recipient of the Bond Program proceeds for the development, design and construction of Project No. 324, which project was to be “a multi-purpose facility to include retail gallery space, conference rooms, classrooms for neighborhood residents and students of two neighborhood public schools, and office space to a community business enterprise program to assist with job creation within District 3.” The Board identified the County-owned property in the area of N.W. 23rd Street and N.W. 2nd Avenue (Folio Numbers 01-3125-034-0830; 01-3125-044-0020; 01-3125-044-0010; and 01-3125-034-0890); as a viable site upon which to construct the Puerto Rican Community Center. The PRCC had made several attempts to develop their project on the County Property, but were unable to do so.

On June 30, 2015, the Board of County Commissioners approved Resolution No. R-542-15, after a public hearing, allowing significant modification to Building Better Communities General Obligation Bond Program Project No. 324; “Puerto Rican Community Center” to change the project description to allow for the acquisition of a Puerto Rican Community Center.

On June 30, 2015, the Board of County Commissioners approved Resolution No. R-525-15 authorizing an exchange agreement between Mapton Holdings, LLC for the conveyance to and purchase by the County of two parcels of land located at 2153 NW 2nd Avenue and 2145 NW 2nd Avenue along with improvements to be built for the County thereon at Mapton’s cost, in exchange for the conveyance to Mapton Holdings, LLC of four parcels of vacant land located at 270 NW 23rd Street, 251 NW 22nd Lane, 205 NW 22nd Lane and 2268 NW 2nd Avenue. The County and Mapton were aware of some environmental contamination associated with the Mapton parcels. However, upon further examination during the pre-construction process, Mapton discovered that

the contamination was far greater than originally thought and extended off the property onto adjoining properties not owned by Mapton. The County and Mapton both agreed that the cost in both time and money was too great to proceed and the County agreed to consider other property owned by Mapton.

On July 24, 2018, The Board of County Commissioners approved Resolution No. R-801-18 approving an Amended and Restated Exchange Agreement with Mapton Holdings, LLC and Mana Fashion Realty (“Agreement”) which would require MANA to construct a new four-story building consisting of approximately 43,646 gross square feet including associated parking with a cost to construct of \$8,357,633.00 (“County Facilities”) on the Developer Property. The \$2.5 million General Obligation Bond Grant would be paid by the County at the closing for the Developer Property. Conceptual plans for the building were included as Exhibit “G” to the Amended and Restated Exchange Agreement.

The Agreement allowed for the conceptual plans to be altered if at any time during the development of the Improvements the Developer reasonably anticipated that the Project Costs would exceed \$8,357,633.00. On May 8, 2019, MANA advised the County that after submitting 75% design plans, MANA parties determined that Improvements for the property would cost significantly in excess of the budget. Accordingly, after value engineering revisions to bring the cost down, on December 17, 2019, the Board approved Resolution No. R-1360-19 to approve an amendment to the Agreement to extend the project deadlines and revise the scope of work to a 3-story building consisting of approximately 35,410 Gross square feet, which includes 7,316 square feet for a Puerto Rican Community Center. Following delays resulting from COVID, on September 3, 2020, the Board approved Resolution No. R-898-20 to amend the Agreement to further extend the deadlines. Under the revised deadlines, the Puerto Rican Community Center is to be substantially completed on or before October 21, 2021.

EXHIBIT B

LEASE AGREEMENT

THIS LEASE AGREEMENT (“Lease”), is being entered into and made effective this ____ day of _____, 20__ (“Commencement Date”), between Miami-Dade County, a political subdivision of the State of Florida (“Landlord”), and the South Florida Puerto Rican Chamber of Commerce, Inc., a Florida not-for-profit corporation (“Tenant”), with a principal address of 3550 Biscayne Blvd., Suite 306, Miami, Florida 33137, by which Landlord does this day lease unto Tenant, and Tenant does hereby lease from Landlord administrative office space as shown on the attached Exhibit A (the “Premises”), for the term described below.

PART I **BASIC LEASE PROVISIONS**

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

A. TENANT:	South Florida Puerto Rican Chamber of Commerce, Inc., a Florida not-for-profit corporation
B. LANDLORD:	Miami-Dade County, a political subdivision of the State of Florida.
C. PRESENT NOTICES, RENT PAYMENTS AND MAILING ADDRESS OF LANDLORD:	Internal Services Department Real Estate Development Division 111 NW First Street, Suite 2460 Miami, Florida 33128
D. PREMISES, ADDRESS, SQUARE FOOTAGE AND FOLIO NUMBER:	2900 NW 5 th Avenue, Miami, Florida 33127, consisting of approximately 7,316 square feet on the first floor and a portion of the second floor of the 3-story building; Folio Number: 01-3125-024-2090 (see Exhibit “A”)
E. MAILING ADDRESS OF TENANT:	South Florida Puerto Rican Chamber of Commerce, Inc. 3550 Biscayne Blvd., Suite 306, Miami, Florida 33137 Attention: Luis De Rosa
F. INITIAL TERM:	The initial Term of this Lease is for thirty (30) years.
G. OPTION TO RENEW:	Provided that this Lease is not otherwise in default, Tenant is hereby granted the option to extend this Lease for two (2) ten-year options to renew upon the same terms and conditions.
H. COMMENCEMENT DATE:	The “Commencement Date” shall be on the first day of the month following execution of this Lease by the County Mayor or Mayor’s designee and shall expire thirty (30) years thereafter unless an option to renew is exercised by Tenant (the “Expiration Date”).
J. ANNUAL RENT:	The annual rent rate shall be One U.S. Dollar (\$1.00) per year during the initial term and any renewal terms.
K. RENT COMMENCEMENT DATE:	Commencement of the Rent shall begin on the Commencement Date, and then be paid annually by the Tenant, on each anniversary of the Commencement Date during the Term of this Lease.
L. FLORIDA SALES TAX:	In accordance with Section 212.031 of the Florida Statutes, the Tenant is responsible for any and all sales tax and any applicable discretionary sales surtax for the Premises.

<p>M. PERMITTED USE:</p>	<p>Tenant shall utilize the Premises solely for: its administrative offices used to promote business, trade and cultural exchanges between the markets of Puerto Rico and Miami-Dade County, as well as to its members; gallery space available for rental and use by the public for cultural and private events, community-based activities, and art exhibits; classrooms for neighborhood residents and students of the neighboring public schools; office space for a community business enterprise program and incubator to assist with job creation in County Commission District 3 and to provide the medium and low income small business community of Miami-Dade County with business technical assistance encouraging business growth and greater employment opportunities; conference rooms for all of the foregoing purposes; and a small café to service employees at and visitors to the Premises.</p>
<p>N. OPERATING EXPENSES OF THE PREMISES</p>	<p>The Tenant during the term of the Lease shall pay all charges for the operating expenses of the Premises, including but not limited to, water, sewer, electricity, janitorial, cable, telephone, data equipment, and internet services for the Premises and shall ensure that all such services are separately metered/connected and directly billed to the Tenant, where possible.</p>
<p>O. ADDITIONAL RENT (COMMON AREA MAINTENANCE)</p>	<p>In addition to Rent, the Tenant shall be responsible for paying its pro-rata share which is approximately twenty-one percent (21%) of the “Common Area Maintenance Expenses” associated with and undertaken, in part, for the Premises as additional rent (“Additional Rent”). The “Common Area Maintenance Expenses” shall include the expenses associated with janitorial services; pest control services; fire alarm; mechanical, electrical, structural and plumbing maintenance and repairs; and security devices and services for the hallways, elevators, stairways, and exterior walls, windows and ceilings of the building that houses the Premises and the parking lot and facility that is for the benefit of the Premises and the building that houses the Premises.</p>

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

STANDARD LEASE PROVISIONS

PART II

TERMS AND CONDITIONS

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

2900 NW 5th Avenue, Miami, Florida 33127, consisting of approximately 7,316 square feet on the first floor and a portion of the second floor of the 3-story building; Folio

Number: 01-3125-024-2090 (“Premises”). The Premises is depicted on the attached diagram, marked, Exhibit “A” and incorporated herein by reference.

Landlord and Tenant agree that the foregoing square footage is only an approximation of size, as the Premises has not been duly measured by the Landlord. Further, the Tenant is fully aware of the size of the Premises and has

determined that it is sufficiently suited for its intended purposes. The Premises shall include the use of the parking facilities located on the property upon which the Premises are located, consisting of approximately 18 parking spaces, subject to the certificate of occupancy issued by the City of Miami. The Tenant shall have reserved use of 21% of the parking spaces which belong to the building, rounded to the nearest whole parking space of standard size. The location of the parking spaces assigned to Tenant is attached hereto as Exhibit "B".

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

SECTION 2. RENT AND ADDITIONAL RENT: Tenant shall lease the Premises at and for the agreed upon amount of One U.S. Dollar (\$1.00) annually beginning on the Commencement Date for each year during the Initial Term and any Renewal Terms ("Annual Base Rent"). Tenant shall pay monthly on the first of each month, in advance, as additional rent, its pro-rata share which is approximately twenty-one percent (21%) of the "Common Area Maintenance Expenses" associated with and undertaken, in part, for the Premises ("Additional Rent"). The "Common Area Maintenance Expenses" shall include the expenses associated with janitorial services; cleaning; utilities; fire alarm; landscaping; pest control services; mechanical, electrical, structural and plumbing maintenance and repairs; improvements; repair and replacement of furniture, fixtures and equipment; and security devices and services for the hallways, elevators, stairways, and exterior walls, windows and ceilings of the building that houses the Premises and the parking lot and facility that is for the benefit of the Premises and the building that houses the Premises, as well as any and all additional charges, fees, and expenses to be paid or incurred by the Landlord for the upkeep, maintenance, servicing, cleaning and repair of the common areas for the Premises and the other tenants in the building housing the Premises, plus all taxes in the nature of sales, rental taxes, real estate use or similar taxes now or hereafter assessed or levied by any taxing authority upon the payment of the Annual Base Rent. No less than thirty (30) days prior to the Commencement Date, the Landlord shall notify Tenant in writing what the monthly amount of Additional Rent shall be for the first year of the Initial Term of the Lease

Agreement, together with documentation supporting the monthly amount of Additional Rent for the first year of the Initial Term of the Lease Agreement, and the Tenant shall have up to fifteen (15) days thereafter to terminate the Lease Agreement without any penalty whatsoever. Landlord shall at the commencement of each lease year thereafter be permitted to adjust the monthly amount of the Additional Rent to reflect its actual costs and expenses for the Common Area Maintenance Expenses, provided that the Landlord may not adjust the amount of Additional Rent prior to the first anniversary of the Commencement Date without first giving the Tenant at least ninety (90) days advance written notice of the modification, together with documentation to support the adjustment.

At all times after the date hereof, the Tenant shall be governed by and subject to all provisions, covenants, and conditions of this Lease requiring the payment of Annual Base Rent and other charges, which shall be paid by Tenant. The Annual Base Rent and Additional Rent are sometimes referred to herein collectively as "Rent."

Tenant shall pay the initial payment of Rent on the Commencement Date. Afterwards, the Tenant hereby agrees that it shall remit to Landlord all Rent payments monthly on the first day of each month, throughout the Term of this Lease, without demand, setoff or deduction at the Rent payment address, or mailing address of the Landlord listed in the Basic Lease Provisions as outlined on page one (1), or at such other place and to such other person, as Landlord may from time to time designate in writing.

It is the intention of Tenant and Landlord that the obligations of Tenant shall be separate and independent covenants and agreements, and that the Rent, and all other sums payable by Tenant, shall continue to be payable in all events, unless otherwise expressly provided herein, and that the obligations of the Tenant shall continue unaffected, unless the requirement to pay or perform shall have been terminated pursuant to the express provisions of this Lease. Rent and all other sums payable by the Tenant shall be paid without notice or demand, and without setoff, counterclaim, recoupment, abatement, suspension, deferment, diminution, deduction, reduction or defense, except as specifically set forth in this Lease. Except as otherwise expressly provided in this Lease, Tenant agrees that it shall not take any action to terminate, rescind or void this Lease. Tenant waives all rights which are not expressly stated herein to quit, terminate or surrender this Lease, or any of the Premises, to any setoff, counterclaim,

recoupment, abatement, suspension, deferment, diminution, deduction, reduction to Rent or any other sums payable under this Lease, except as specifically set forth in this Lease.

SECTION 3. TERM: The Term of this Lease shall commence on the Commencement Date, and Landlord and Tenant agree that this Lease is scheduled to terminate thirty (30) years thereafter (hereinafter “Expiration Date”). After the Commencement Date, the Landlord shall send the Tenant a Letter of Commencement, identifying both the Commencement Date and the Expiration Date of this Lease.

Further, the parties agree that the Tenant shall have the right to terminate this Lease with ninety (90) days advance written notice to the County. However, any financial obligations due and owing to the Landlord by the Tenant shall be paid by the Tenant prior to the expiration or cancellation of this Lease. This clause shall survive the expiration or cancellation of this Lease.

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

Provided that this Lease is not otherwise in default, Tenant is hereby granted the option to extend this Lease for two (2) ten (10)-year renewal option periods upon the same terms and conditions set forth herein; provided, that the Tenant must provide the Landlord with notice, in writing, of its desire to remain in the Premises at least ninety (90) calendar days prior to the expiration of this Lease but no earlier than three-hundred sixty-five (365) calendar days prior to the expiration of this Lease or the then-current renewal term.

SECTION 4. HOLDOVER: In the event the Tenant remains in possession of the Premises after the Expiration Date or the earlier termination of this Lease, and without the Landlord’s prior written consent for any renewal of this Lease, the Tenant shall be deemed to be in holdover, and on a month-to-month tenancy, terminable by either party on thirty (30) days prior written notice. Such month-to-month tenancy shall be subject to all of the covenants, conditions, provisions, restrictions and obligations of this Lease. The parties agree that the damage to the Landlord resulting from any failure by the Tenant to timely surrender possession of the Premises will be substantial, will exceed the amount of the Rent payable under this Lease, and will be impossible to measure accurately. The Tenant, therefore, acknowledges and hereby agrees that if possession of the Premises is not surrendered to the Landlord upon the Expiration Date or earlier termination of this Lease, and the Landlord objects to the Tenant being in possession of the Premises, then in addition to any rights or remedies the Landlord may have under this Lease, or at law, or in equity, the Tenant shall pay to the Landlord, for each month, and for each portion of any month, a sum equal to current market rent, as solely determined by the Landlord. Nothing herein shall be deemed to permit the Tenant to retain possession of the Premises after the Expiration Date, or the earlier termination of this Lease. Further, the Tenant also agrees that as a result of any holdover, or possession of the Premises after the Expiration Date, the Tenant shall defend, indemnify, and hold the Landlord harmless from and against any and all claims, suits, actions liabilities, losses, costs and expenses of any kind suffered by the Landlord, as a result of the Tenant’s possession of the Premises. This paragraph shall survive the Expiration Date or earlier termination of this Lease.

SECTION 5. OPERATING EXPENSES: Operating Expenses are defined as the Tenant’s costs and expenses to maintain its Premises which includes but are not limited to, utilities, maintenance, cleaning, security, janitorial services, pest control, cable, internet, telephone, repairs, improvements, repair and replacement of furniture, fixtures, and equipment, and other costs and expenses incurred by the Tenant during the Term of this Lease for its use and proper upkeep of the Premises. Tenant shall be responsible for all of the Operating Expenses for its Premises.

SECTION 6. PERMITTED USE: It is hereby understood and agreed that the Premises is to be utilized by the Tenant solely for, collectively referred to as the “Permitted Use”: its administrative offices used to promote business, trade and cultural exchanges between the markets of Puerto Rico

and Miami-Dade County, as well as for its members; gallery space available for rental and use by the public for cultural and private events, community-based activities, and art exhibits; classrooms for neighborhood residents and students of the neighboring public schools; office space for a community business enterprise program and incubator to assist with job creation in County Commission District 3 and to provide the medium and low income small business community of Miami-Dade County with business technical assistance encouraging business growth and greater employment opportunities; conference rooms for all of the foregoing purposes; and a small café to service employees at and visitors to the Premises.

Tenant understands, acknowledges and agrees that the Premises may only be used for the Permitted Use and in furtherance of the community interest and welfare purposes for which the Tenant was organized. Any violation of the agreed use, or any type of disturbance or interference with any other adjacent or nearby landowner or tenant, including any business and/or governmental entity, will be a violation of this Lease. Any violation related to the permitted use of the Premises, as described herein, will be grounds for termination of this Lease, and the Premises will transfer back to the Landlord. Further, the Landlord shall retain the right at its sole option to terminate this Lease or to pursue any other remedy at law or equity for any default or violation of the terms of the Lease Agreement. Tenant shall indemnify Landlord for any losses, damages, and/or injury caused to any adjacent or nearby tenant, building owner, or occupier of land, relating to Tenant's violation of this Permitted Use clause.

Tenant shall cause its business to be conducted and operated in such a manner as to ensure that such operation is in compliance with any and all laws, ordinances, rules and/or regulations, of all federal, state, county, and local governmental agencies.

SECTION 7. ASSIGNMENT-SUBLEASING: Except as expressly provided herein, Tenant shall neither mortgage, pledge, encumber, nor assign this Lease, nor sublet this Lease (which term, without limitation, shall include the granting of concessions, licenses, and the like) the Premises, or any part thereof, without the Landlord's prior written consent, which may not be unreasonably withheld by Landlord provided that the proposed use is consistent with the permitted use under this Lease and conforms to the requirements of section 125.38, Florida Statutes, and the use of the facility to increase and provide community and neighborhood access to services and that is otherwise in accordance with the 2004 voter referendum approved pursuant to Resolution No. R-917-04. The Landlord,

through its County Mayor or Mayor's designee, shall provide its written consent or disapproval (in which case it shall set forth with specificity the reasons for such disapproval) within 30 days of the Tenant's written request to the Landlord. Failure of the Landlord to respond within such time period shall be deemed a default under this Lease and the Landlord shall have 7 calendar days from written notice from the Tenant in which to immediately cure such breach or be subject to damages or a request for injunctive relief. In the event Landlord provides its written consent for an assignment or sublease, Landlord shall receive a personal guarantee from the principals of the assignee, or sub-lessee that it shall perform the obligations of the Tenant, to the satisfaction of the Landlord. In the event that Tenant is a corporation, partnership, Limited Liability Company or other entity, any transfer of ownership and/or controlling interest in such entity shall be a default under this Lease. Tenant shall disclose all beneficial owners of the business to be conducted in the Premises to Landlord prior to execution of this Lease. Any change of ownership of the Tenant's business shall be immediately brought to the attention of the Landlord. In any case, whereby Landlord shall consent to such proposed assignment or subletting, Tenant named hereunder shall remain fully liable for the obligations of Tenant hereunder, including, without limitation, the obligation to pay the Rent, and other amounts provided herein. No assignment or subletting shall be valid or effective unless and until the assignee or subtenant, respectively, shall covenant in writing with Landlord, to the reasonable satisfaction of Landlord, to be bound directly to Landlord for the performance of all Tenant covenants and obligations contained herein.

SECTION 8. TENANT'S RESPONSIBILITIES; PERSONAL PROPERTY: Tenant agrees to use and occupy the Premises at its own risk; and that, except for the gross negligence or willful misconduct of Landlord and/or Landlord's employees, vendors, contractors and/or agents, Landlord shall have no responsibility or liability for any loss of or damage to Tenant, Tenant's leasehold improvements or to furniture, equipment, fixtures, or to the personal property of Tenant, or those claiming by, through or under Tenant. Further, the Landlord, any employee, vendor, contractor and/or agent of Landlord, shall not be liable for any and all damage to any of the Tenant's property arising from the bursting or leaking of water or sewer pipes or roofing, or from any act or omission of any co-tenant or other occupant of any other building, or of any other person whomsoever, unless arising from the gross negligence or willful misconduct of Landlord and/or Landlord's employees,

contractors, vendors, and/or agents. The provisions of this Section shall apply during the whole of the Term hereof.

SECTION 9. COMPLIANCE WITH LAWS; GOVERNMENTAL APPROVALS: Tenant shall promptly comply with any and all statutes, ordinances, rules, orders, regulations, and requirements of any applicable federal, state, county, and city government, if applicable, and of any and all governmental agencies, departments, and bureaus including any taxing authority and/or utility; and the Tenant shall also promptly comply with all rules, orders, and regulations of the applicable fire prevention codes for the prevention of fires, all the foregoing at Tenant's own cost and expense.

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

SECTION 10. SOVEREIGN PREROGATIVES: It is expressly understood that notwithstanding any provision of this Lease and the Landlord's status thereunder:

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

No Liability for Exercise of Police Power

Notwithstanding and prevailing over any contrary provision in this Lease, or any Landlord covenant or obligation that may be contained in this Lease, or any

implied or perceived duty or obligation including, but not limited to the following:

- (a) To cooperate with, or provide good faith, diligent, reasonable or other similar efforts to assist the Tenant, regardless of the purpose required for such cooperation;
- (b) To execute documents or give approvals, regardless of the purpose required for such execution or approvals;
- (c) To apply for or assist the Tenant in applying for any county, city or third party permit or needed approval; or
- (d) To contest, defend against, or assist the Tenant in contesting or defending against any challenge of any nature;

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

type of permit, license, zoning or any other type of matter requiring government approval or waiver be construed as a breach or default of this Lease.

SECTION 11. ABANDONMENT: If Tenant shall fail to occupy, or abandon, or vacate the Premises before the end of the Term of this Lease, except in the event Tenant elects to close the Premises temporarily for the purpose of remodeling same for no more than thirty (30) days (or such longer period upon prior written permission of Landlord), or shall suffer the Rent to be in arrears, Landlord may, at its option, forthwith cancel this Lease and/or enter the Premises as the agent of Tenant, without being liable in any way therefore, and re-let the Premises with or without any furniture, fixtures and equipment that may be therein, as the agent of Tenant, at such price and upon such terms and for such duration of time as Landlord may determine, and receive the Rent therefore (without any compensation to Tenant) applying the same to the payment of Rent due by this Lease, and if the full Rent shall not be realized by Landlord over and above the expenses to Landlord in such re-letting, the said Tenant shall pay any deficiency. Landlord shall not be liable to Tenant in the event of any excess. Notwithstanding Tenant's abandonment or Landlord's acceptance thereof, Tenant shall be responsible to satisfy any and all covenants and obligations due to Landlord under the terms of this Lease.

SECTION 12. COLLECTION AND LANDLORD'S EXPENSES: The parties hereby agree to pay for their own costs of collections, attorneys' fees, and other disbursements incurred by either party in the event of any breach of this Lease. This provision shall apply to all trial and appellate proceedings and any other efforts by either party to enforce their rights regarding this Lease, including any bankruptcy, receivership, or other insolvency proceeding or negotiation.

In addition to the foregoing, the Tenant agrees: (a) to indemnify and save Landlord harmless from and against all reasonable expenses which Landlord may incur by reason of a termination of this Lease and the cost of putting the Premises in good order to prepare the same for rental to other tenants; and (b) that Landlord may (i) re-let the Premises, or any portion thereof, either in the name of Landlord or otherwise for a period which may, at Landlord's option, be less than or exceed the period which would otherwise have constituted the balance of the Term, and (ii) grant concessions of free rent. The failure of Landlord to re-let the Premises or any portion thereof shall not release or affect Tenant's liability for damages. Any suit

brought to collect the amount of deficiency for the Term, or any portion thereof, shall not prejudice in any way the right of Landlord to collect any deficiency for any subsequent sum or amount by a similar proceeding. Landlord may make such alterations, repairs, replacements, and decorations to the Premises as Landlord, in Landlord's sole judgment, considers advisable or necessary for the purpose of re-letting the Premises, and the making of such alterations, repairs, replacements or decorations shall not operate or be construed to release Tenant from liability hereunder. Landlord shall not be liable for failure to re-let the Premises, or, if the Premises are re-let, for failure to collect the rent due under such re-letting, but will nonetheless use commercially reasonable good faith efforts to mitigate damages.

SECTION 13. UTILITIES: Tenant shall be responsible for any and all charges for electricity, water, sewer, cable, telephone, and data for the Premises. The Tenant shall be responsible for the installation, maintenance, and cost associated with the telephone, internet and cable and any other utilities (except electricity and existing water services, if any) such as cable television, and internet which utility is used or consumed in and about the Premises, and for all licenses and permits for the same. Further the Tenant hereby acknowledges and agrees that the Tenant shall be solely responsible for bringing any necessary cabling to the Premises.

SECTION 14. RESERVED.

SECTION 15. LANDLORD'S ACCESS: Landlord, and/or its employees and/or agents, shall have the right to enter the Premises during all reasonable hours, and with reasonable prior notice (except in the event of emergency), and without materially interfering with the conduct of Tenant's business, to examine the same to make reasonable inspections, repairs, additions or alterations as may be deemed necessary for the safety, comfort, or preservation thereof, and to make certain that the Premises is being used in accordance with this Lease, or to exhibit the Premises, and to put or keep upon the doors or windows thereof a notice "for rent", "for lease" or "available" at any time within four (4) months before the expiration of this Lease. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations, or additions, which do not conform to this Lease, or to the rules and regulations of the Premises. Landlord shall make reasonable efforts to minimize disruption of Tenant's business activities. In the event of an emergency, the Landlord, and/or its employees and/or agents, shall have

the right to immediately gain entry into the Premises without any prior notice and/or warning to the Tenant.

SECTION 16. CONDITION OF PREMISES: Tenant hereby accepts the Premises in the condition that the Premises is in as of the Commencement Date in an “AS IS” “WHERE IS” basis without warranty of any nature, with any and all faults, including without any warranty of use, without any warranty of habitability, and without any obligation on the Landlord’s part to perform any work with respect to improving the Premises. The Landlord expressly refuses to extend and specifically denies any implied warranty as to the condition of the Premises, or any structure or building thereon. Except as otherwise specifically set forth herein, Tenant acknowledges and agrees that the Landlord has made no warranties or representations as to the condition of the Premises. Tenant further acknowledges that Landlord has no present or future intention to make any capital or non-capital alterations, renovations or improvements to the Premises. Tenant, at its sole costs and expense, shall be responsible for all improvements, including, but not limited to the installation of any and all phone lines and conduit for phone lines as well as cable television utility lines, for its own use, in and to the Premises.

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

SECTION 17. MAINTENANCE AND REPAIR: Tenant agrees to maintain and keep in good repair, condition, and appearance, during the Term of this Lease, or any extension or renewal thereof, at its sole cost and expense, the Premises, including any item or property in need of maintenance, restoration, and/or repair within the walls of the Premises. Tenant shall be responsible for keeping the Premises safe and free of any health hazard.

In regards to the general maintenance and occupancy of the Premises, Tenant will at its expense: (a) maintain the Premises in a clean, orderly and sanitary condition and free of insects, rodents, vermin and other pests; (b) keep any garbage, trash, rubbish and/or other refuse in safe containers that do not encourage the existence of vermin; (c) cause to have such garbage, trash, rubbish, and refuse removed on a daily, weekly, or as needed basis to ensure cleanliness; (d) keep all mechanical equipment apparatus free of vibration and noise which may be transmitted

beyond the Premises and/or which could disturb adjacent landowners, and/or tenants; (e) prevent any objectionable odors to emanate or to be dispelled from the Premises; (f) comply with and observe all rules and regulations established by the Landlord from time to time for the Premises; and (g) conduct its operation in all respects in a dignified manner in accordance with the high standards of other similar organizations.

Tenant acknowledges and agrees in accordance with Section 18 of this Lease below, that it is permitted to improve the Premises, at its sole cost and expenses, by making certain improvements, and thereafter maintain and repair the Premises consistent with such improvements, so long as the Tenant first secures the Landlord’s written consent to make such improvements. Upon completion of any such improvements, the Tenant shall properly maintain and repair such improvements throughout the Term of this Lease. Upon return of the Premises to the Landlord, any and all such improvements shall become the sole property of the Landlord, without any compensation to the Tenant, excepting only reasonable wear and tear arising from the use thereof under this Lease.

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

Any damage or injury sustained by any person because of mechanical, electrical, plumbing or due to any other equipment or installation failure, which maintenance, improvement, and/or restoration, or repair is the responsibility of Tenant, shall be paid for by Tenant, and Tenant shall indemnify and hold Landlord harmless from and against all claims, actions, damages and liability in connection therewith, including, but not limited to, attorneys’ fees, other professional fees, and any other cost which Landlord may reasonably incur.

SECTION 18. TENANT IMPROVEMENTS; INSTALLATION BY TENANT: Tenant, at its sole cost and expense, may make such improvements to the Premises that it shall deem reasonably necessary to place the Premises in such a state or condition that the Tenant may use it for the purposes described in this Lease, so long as such improvements are first approved by the Landlord in writing.

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

Prior to commencing any improvements, including construction, restoration, and/or repair to the Premises, including the purchase of supplies and/or materials from materialmen and suppliers, and/or before recommencing any such work or repair after a default or abandonment, Tenant shall obtain and deliver to the Landlord, at its sole cost and expense, a payment and performance bond, or such other alternate form of security, each which meet the requirements, of Section 255.05, Florida Statutes, as set forth below, not less than ten (10) days prior to the anticipated purchase of supplies and/or materials, commencement of the improvement work, including, construction, restoration, and/or repairs. Said payment and performance bond(s) shall name the Landlord as an additional payee and obligee, and the form of such bonds shall be in accordance with Section 255.05, Florida Statutes and each shall be in the amount of the entire cost of the improvement or repair work regardless of the source of funding. The Tenant shall be responsible for recording the bonds in the public records of Miami-Dade County, Florida, and providing notice to subcontractors and suppliers, as required by Section 255.05 of the Florida Statutes. Said payment and performance bonds shall be maintained in full force and effect for the duration of any construction and/or repair project. However, the foregoing requirement of securing a performance bond shall not be required when such contract for any improvements or repair work is estimated, in accordance with generally accepted cost-accounting principles, to have a cost of less than \$5,000.

Prior to commencing any improvements or repairs to the Premises, the Tenant must deliver all plans, specifications and scheduling for any construction, repairs, or other improvements, at its sole cost and expense, to the Landlord, and specifically to the Director of the Internal Services Department, for written approval at least thirty (30) days before the commencement of any work. Further, the Tenant shall not commence construction of any improvements or repairs upon the Premises unless and until it has secured, and has on-hand, sufficient funds or resources to complete the improvement project.

TENANT HEREBY AGREES THAT IT SHALL NOT MAKE, OR CAUSE TO BE MADE, WITHOUT LANDLORD'S PRIOR WRITTEN APPROVAL, ANY CONSTRUCTION, ALTERATION, ADDITIONS,

AND/OR STRUCTURAL MODIFICATIONS TO THE PREMISES.

Tenant acknowledges and agrees that the Landlord shall review and approve all of the Tenant's plans, including but not limited to architectural plans, to facilitate any construction, alterations, additions, and/or any other improvements to the Premises. Landlord, and/or its employees and/or agents, shall have the right to enter the Premises during all reasonable hours, in coordination with Tenant, to examine the construction, alterations, additions, and/or structural improvements of the Premises, as may be underway. Prior to commencing with construction the Tenant covenants and agrees to obtain all necessary permits, licenses, and approvals as required by the Landlord's Internal Services Department, Regulatory and Economic Resources Department, the State of Florida, local Fire Department and any local municipality as applicable, and that all alterations and improvements shall be in conformance with all applicable laws, including Section 255.05 of the Florida Statutes. All additions, fixtures, or improvements shall be and remain part of the Premises at the expiration of this Lease. Upon completion of any construction, alterations, additions, and/or structural improvements, the Tenant shall promptly deliver a copy of its Certificate of Occupancy to the Landlord, no later than ten (10) days following Tenant's receipt thereof. If Tenant undertakes any material modifications to the Premises, it must provide Landlord with copies of the final architectural plans, and Certificate of Occupancy for the Landlord's records.

All work in the Premises will be performed in a good and workman like manner and by a licensed general contractor under the guidelines of the applicable building codes and in compliance with all applicable governmental regulations. Such general contractor must be approved by Landlord in writing prior to the commencement of any work in the Premises. Tenant shall be responsible for any construction defects in connection with its improvements and/or repairs to the Premises. Tenant's work shall be performed without interference and disruption to Landlord, or any adjacent landowner or occupier of space.

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

outstanding obligations owed with respect to any such work performed on the Premises.

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

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

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

All leasehold improvements installed on or about the Premises at any time, whether by or on behalf of the Tenant or by or on behalf of Landlord, shall not be removed from the Premises at any time, unless removal is consented to in advance, in writing, by Landlord; and at the expiration of this Lease (either on the Expiration Date, or any extension or renewal thereof, or upon such earlier termination or cancellation as provided for in this Lease), all such leasehold improvements (fixtures) shall be deemed to be part of the Premises, and shall not be removed by Tenant when it vacates the Premises, and title thereto shall vest

solely in the Landlord without payment of any kind or nature to Tenant.

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

SECTION 19. LANDLORD NOT RESPONSIBLE FOR ACTS OF OTHERS: Landlord shall not be responsible or liable to Tenant, or to those claiming by, through or under Tenant, for any loss or damage which may be occasioned by or through the acts or omissions of persons coming onto the Premises, including but not limited to invitees, trespassers, and/or licensees for any loss or damage resulting to Tenant, or those claiming by, through or under Tenant, for themselves and/or their personal property, from any actions or activity by such person(s), including, but not limited to, such actions or activity which is the direct or indirect cause of any lack of security, insufficient safety measures, failure to provide adequate or sufficient warnings, precautions, and/or inadequate protection to the Premises, the Tenant, or anyone claiming by, through or under the Tenant. To the maximum extent permitted by law, the Tenant agrees to use and occupy the Premises at Tenant's own risk. Tenant shall secure, maintain, and utilize security personnel, at its sole cost and expense, as it deems necessary to protect the Tenant, its guests, employees, licensees, and/or the Premises.

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

SECTION 20. BANKRUPTCY: If Tenant shall become a debtor under the bankruptcy code then, to the extent that the bankruptcy code may be applicable or affect the provisions of this Lease, the following provisions shall also be applicable. If the trustee or debtor-in-possession shall fail to elect to assume this Lease within sixty (60) days after the filing of the petition (or such other minimum time as required by any applicable law), this Lease shall, at

Landlord's option, be deemed to have been rejected and Landlord shall be thereafter immediately entitled to possession of the Premises and this Lease shall be terminated subject to and in accordance with the provisions of this Lease and of law (including such provisions for damages and acceleration). No election to assume (and, if applicable, to assign) this Lease by the trustee or debtor-in-possession shall be permitted or effective unless:

(i) all defaults of Tenant shall have been cured and Landlord shall have been provided with adequate assurances reasonably satisfactory to Landlord, including (a) any reasonably required guaranties and/or security deposits, and (b) any other reasonably required assurances that there will continue to be sufficient funds and personnel available to professionally staff and operate the Premises in strict compliance with all provisions of this Lease; and (ii) neither such assumption nor the operation of the Premises subsequent thereto shall, in Landlord's judgment, cause or result in any breach or other violation of any provision of this or any applicable lease, mortgage or other contract; and (iii) the assumption and, if applicable, the assignment of this Lease, has been ratified and approved by order of such court or courts as have final jurisdiction over the bankruptcy code and the case; and (iv) the assignment must be to a governmental entity or to a not-for-profit entity in accordance with Section 125.38, Florida Statutes.

No assignment of this Lease by the trustee or debtor-in-possession shall be permitted or effective unless the proposed assignee likewise shall have satisfied (i), (ii), (iii), and (iv) of the preceding paragraph and any such assignment, shall, without limitation, be subject to the provisions of this Section. When pursuant to the bankruptcy code the trustee or debtor-in-possession is obligated to pay reasonable use and occupancy charges, such charges shall not be less than the Rent, Operating Expenses, along with other charges specified in this Lease to be payable by Tenant. Neither Tenant's interest or estate in the Premises herein or created hereby, nor any lesser interest or estate of Tenant, shall pass to anyone under any law of any state or jurisdiction without the prior written consent of Landlord. In no event shall this Lease, if the Term hereof has expired or has been terminated in accordance with the provisions of this Lease, be revived, and no stay or other proceedings shall nullify, postpone or otherwise affect the expiration or earlier termination of the Term of this Lease pursuant to the provisions of this Section or prevent Landlord from regaining possession of the Premises thereupon in the event of a bankruptcy. Notwithstanding the foregoing, Landlord may elect to

accept Rent from a receiver, trustee, or other judicial officer during the Term of their occupancy in their fiduciary capacity without affecting Landlord's rights as contained in this Lease, but no receiver, trustee or other judicial officer shall ever have any right, title, or interest in or to the above described property by virtue of this Lease. Landlord shall also be granted immediate relief from any applicable automatic stay to seek eviction or other remedies or shall likewise be entitled to obtain an order authorizing a rejection of the Lease at Landlord's option which may limit Tenant from maintaining possession of the Premises, notwithstanding the institution of bankruptcy. In the event Landlord is required to exercise any rights under this Section, Tenant agrees to immediately consent to any and all of the relief requested by Landlord.

SECTION 21. ACCORD AND SATISFACTION: No payment by Tenant, or receipt by Landlord, of a lesser amount than the Rent due hereunder shall be deemed to be other than on account of the earliest stipulated Rent due, nor shall any endorsement or statement or any check or any letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or pursue any other remedy provided herein or by law. Any letter accompanying such check that such lesser amount is payment in full shall be given no effect, and Landlord may accept such check without prejudice to any other rights or remedies which Landlord may have against Tenant.

SECTION 22. BINDING TERMS: This Lease shall bind Landlord and Tenant and their respective assigns or successors, personal representatives, as the case may be. The reference in the preceding sentence to the successors and assigns of Tenant is not intended to constitute consent to any assignment by Tenant, but as a reference only to those instances in which Landlord has given written consent to a particular assignment.

SECTION 23. TIME OF ESSENCE: It is understood and agreed between the parties hereto that time is of the essence of this Lease and this applies to all terms and conditions contained herein.

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

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

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

To Tenant: South Florida Puerto Rican
Chamber of Commerce, Inc.
3550 Biscayne Blvd., Suite 306,
Miami, Florida 33137
Attention: Luis Rosa

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

SECTION 25. NUISANCE AND WASTE: Tenant shall not commit any waste upon the Premises or any nuisance or other act or thing which may adversely affect Landlord's fee interest in the Premises. No loudspeakers, stereos, machinery, mechanical apparatus, or other devices shall be used or allowed to operate in a manner so as to be heard or seen outside of the Premises without the prior written consent of Landlord. Tenant shall ensure, at its sole cost and expense that it operates in a manner such that any odors, smells, or noise emanating from its use of the Premises does not impact neighboring properties, or other Tenants in the building. These remedial measures shall include, without limitation, installing appropriate ventilation systems and/or insulation to mitigate such odors, smells or noise, as the case may be. Tenant covenants and agrees to prevent the Premises from being used in a way which will injure the reputation of the Landlord, or which may be a nuisance, annoyance, inconvenience, or damage to other Tenants in the building, including, without limiting the generality of the foregoing, noise by the playing of any musical instrument, radio or television, or the use of microphone, loudspeaker, electrical equipment, or other signage outside the Premises or any odors (e.g., smoking) from visitors of Tenant.

SECTION 26. RIGHTS OF THE PARTIES: The rights of the parties under this Lease shall be cumulative, and failure on the part of either party to exercise promptly any rights given hereunder shall not operate as a waiver of any of such party's rights.

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

Tenant shall furnish to Miami-Dade County, Risk Management Division 111 NW 1st Street Suite 2340 Miami FL 33128-1987, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's compensation for all employees as required by Florida Statute 440
- B. Commercial General Liability in an amount not less than \$1,000,000 per occurrence \$2,000,000 in the aggregate. **Miami-Dade County needs to be included as additional insured.**
- C. Automobile Liability insurance covering all owned, non-owned and hired vehicles in an amount not less than \$1,000,000 combined single limit
- D. Umbrella or excess liability insurance in an amount not less than \$3,000,000 per occurrence \$3,000,000 in the aggregate. If excess liability is provided it must be follow-form for coverage's B and C

E. Property insurance for tenant's improvements and betterments, special perils including wind and flood in an amount not less than \$300,000. Miami-Dade County included as a loss payee

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

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

or

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

**NOTE: CERTIFICATE HOLDER MUST READ:
MIAMI-DADE COUNTY
111 NW 1st STREET SUITE 2340
MIAMI, FL 33128**

The County reserves the right to reasonably amend the insurance requirements by the issuance of a notice in writing to the Tenant. Modification or waiver of any of the aforementioned requirements is subject to the approval of the County's Risk Management Division.

SECTION 28. LANDLORD'S WORK ON BEHALF OF TENANT; ADDITIONAL RENT: It is understood and agreed between the parties hereto that any charges against Tenant by Landlord for services or for work done on the Premises by order of Tenant or otherwise accruing under this Lease shall be considered Additional Rent due and shall be included in any lien for Rent due and unpaid.

SECTION 29. HAZARDOUS MATERIALS: Hazardous materials shall not be used, generated, handled, disposed of, discharged or stored on the Premises. The requirements of this Section may be enforced by preliminary and permanent, prohibitory and mandatory injunctions as well as otherwise provided by law or ordinance. Tenant hereby indemnifies and holds harmless the Landlord, and Landlord's employees, assigns, vendors, contractors,

agents, against all claims, causes of action, liability or loss, including attorneys' fees and costs on the trial and appellate level, arising out of a violation by Tenant of this provision. Tenant's obligations and liabilities under this Section shall survive the termination of this Lease.

The Tenant agrees that the Director of the Regulatory and Environmental Resources Department, Division of Environmental Resources Management of Miami-Dade County, may also enforce the requirements of this Section.

SECTION 30. CORPORATE STATUS: Tenant represents that any business organization status that it may purport to have, at the time of the execution of this Lease, shall be maintained in any and all lawful form. To the extent that the Tenant possesses a corporate or other legal business status, Tenant shall maintain such legal business status as active and current with the appropriate state authorities, and in the event Tenant fails to maintain such status, Landlord shall have the express authorization, at its sole option, to declare this Lease in default and cancel this Lease. Further, at all times during the duration of this Lease, the Tenant shall maintain its not-for-profit status with the State of Florida, and any failure to do so shall be an event of default.

SECTION 31. REPRESENTATIONS/WARRANTIES: The Tenant, as a corporation, limited liability company, or a partnership, acknowledges and hereby agrees that the party and the persons executing the Lease on its behalf, represent and warrant that the individuals executing this Lease on behalf of the Tenant are duly authorized to execute and deliver the Lease on the Tenant's behalf in accordance with the Tenant's organizational documents, and that this Lease is binding upon it in accordance with its terms. Further, each party warrants that it has the full legal power and authority to execute and enter into this Lease and to perform all of its obligations hereunder, and the execution and delivery of this Lease and the performance of its obligations hereunder will not conflict with or result in a breach of, or constitute a default, under any agreement, instrument, judgment, order or decree to which it is a party or to which it may be subject. In the event either party fails to operate as a government entity, or as an active corporation, limited liability company, or partnership, as the case may be, at any time during the Term, without limiting the foregoing, in the event of any such breach of warranty, covenant or representation, the other party may, in addition to any other remedy, may terminate this Lease by written notice to the other party, upon thirty (30) days' notice.

SECTION 32. RIGHT TO A JURY TRIAL: LANDLORD AND TENANT HEREUNDER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY AGREE NOT TO WAIVE ANY RIGHT THAT ANY PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED HEREON, ARISING OUT OF, OR RELATED HERETO, WHETHER UNDER OR IN CONNECTION WITH THIS LEASE OR ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. IN THE EVENT EITHER PARTY INITIATES LEGAL PROCEEDINGS TO ENFORCE ANY OF THE TERMS OF THIS LEASE, EACH PARTY SHALL BE RESPONSIBLE FOR ITS OWN COST OF SUIT, INCLUDING, BUT NOT LIMITED TO, COURT COSTS, ATTORNEYS' FEES AND OTHER EXPENSES AT TRIAL AND ON ANY APPEAL.

SECTION 33. SUBORDINATION: Landlord and Tenant hereby agree that this Lease shall be automatically subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, secured by the Landlord, either now or at any time hereafter, or any other lien or liens placed on the property by the Landlord of which the Premises are a part and Tenant shall, when requested, promptly execute and deliver such written instruments that shall be necessary to show the subordination of this Lease to said mortgages, deeds of trust or such other instruments in the nature of a mortgage. Specifically, if requested by Landlord or Landlord's lender, if any, Tenant shall execute a subordination, non-disturbance and attornment agreement ("SNDA") on Landlord's form within ten (10) business days of such request, so long as such SNDA is in a form reasonably acceptable to Tenant. Tenant shall pay Landlord Thirty (\$30.00) Dollars per day if such a SNDA is not executed within this ten (10) day period. Additionally, Tenant agrees that if it shall fail at any time to execute a SNDA within such ten (10) day period, then Landlord may, but shall not be required to, in addition to any other remedy available to Landlord, execute, acknowledge and deliver such instrument as Tenant's attorney-in-fact for that purpose.

SECTION 34. FINANCING AGREEMENTS: The Tenant hereby acknowledges and agrees that it shall not enter into, execute or deliver any financing agreement, arrangement,

mortgage, encumbrance, and/or lien upon the Premises, and/or the Tenant's leasehold interest in the Premises, without the Landlord's prior written consent to do so. Further, the Tenant further agrees that any financing agreement, arrangement, mortgage, encumbrance, and/or lien upon the Premises, and/or the Tenant's leasehold interest in the Premises, which might be approved by the Landlord cannot be considered as a priority to any mortgage or deed of trust that Landlord may have placed, or places in the future, upon the Premises.

SECTION 35. LIENS: Tenant shall not permit any type of lien to be filed against the Premises for any reason whatsoever without the Landlord's prior written consent. This includes any type of lien for materials, labor, utilities or anything related to the Premises. If, for whatever reason, any mechanic's or other lien shall be filed against the Premises, or any part thereof, purporting to be for labor or materials furnished or to be furnished at the request of Tenant, then Tenant shall, at its expense, cause such lien to be discharged of record by payment, bond, or otherwise as allowed by law, within seven (7) calendar days after the filing thereof. If Tenant shall fail to cause such lien to be discharged of record within such seven (7) day period, Landlord, in addition to any other rights and remedies, may, but shall not be obligated to, cause such lien to be discharged by payment, bond or otherwise, without investigation as to the validity thereof or as to any offsets or defenses thereto, and Tenant shall, upon written demand, promptly within ten (10) calendar days, pay to Landlord a sum equal to the amount of such lien(s) and reimburse Landlord for all amounts paid and costs incurred, including reasonable attorneys' fees and interest thereon at the maximum legal rate from the respective dates of Landlord's payment in having such lien discharged of record and, further, Tenant shall otherwise indemnify and save Landlord harmless from any claim or damage resulting therefrom.

SECTION 36. DAMAGE, DESTRUCTION, CASUALTY (NATURAL DISASTER) AND EMINENT DOMAIN: Tenant shall be responsible for and shall repair any and all damage caused to the Premises as a result of Tenant's use of the Premises or any vandalism, malicious mischief, or criminal acts thereto. The Tenant shall immediately notify the Landlord, in writing, upon discovering any damage and/or destruction to the Premises.

If the Premises is totally or partially destroyed or damaged as a result of a casualty, disaster (natural or otherwise) or hazard (a "Casualty Event") which renders any portion of

the Premises untenable or unusable, Landlord or Tenant may, at its sole option, terminate this Lease by giving either party thirty (30) calendar days' advanced written notice and Landlord shall have no obligation to rebuild or repair the Premises.

If this Lease is terminated as provided in this Section, all of Tenant's obligations under this Lease shall cease, effective from the date of the Casualty Event. If this Lease is not terminated, and if Tenant remains open for business in any portion of the Premises after a Casualty Event, Tenant shall be obligated to pay Rent, maintain the Premises, and pay for all Operating Expenses related to the Premises. All construction and/or repairs by Tenant shall be made in a manner consistent with and in accordance with all applicable codes and industry standards. Such damage shall be repaired in architecture and quality consistent with conditions existing prior to the damage and with facilities and amenities comparable to such structure being replaced.

If this Lease is not terminated, Tenant shall have the option to repair the Premises to the extent damaged by such an event. In connection with the foregoing, Tenant shall be responsible for the interior of the Premises, as well as replacing or restoring all of Tenant's furniture, fixtures and equipment, and signs after the occurrence of a Casualty Event. During periods of hurricane or tropical storm watches and/or warnings, Tenant shall have the option to protect the Premises, along with the furniture, fixtures, and equipment therein, such as utilizing all appropriate means of protection, at its sole cost and expense; provided, that any protection measures that require the installation of shutters or any other items to the exterior of the Premises shall require the prior written approval of Landlord prior to Tenant's installation thereof. Landlord shall have no obligation, either prior to, or during the periods of hurricane or tropical storm watches and/or warnings, to protect the Tenant's furniture, fixtures, and equipment.

In the event the Premises, or a substantial portion thereof, is taken by any condemnation or eminent domain proceeding (a "Taking") whereby the same is rendered untenable, the parties hereto shall have the right to terminate this Lease without further liability on the part of Landlord or Tenant as of the date of the Taking, by providing thirty (30) calendar days written notice from the date of such Taking. If this Lease is not terminated, and if Tenant remains open for business in any portion of the Premise after a Taking, Tenant shall be obligated to pay Rent, maintain the Premises, and pay all expenses in proportion to the square footage of the Premises which

remains tenable after a Taking, and the Rent and all expenses shall be reduced in proportion to the square footage of the Premises rendered untenable. Any award of proceeds resulting from a condemnation or sale in lieu thereof of the whole or part of the Premises will belong to Landlord and Tenant as their respective rights might appear. Provided, however, that Landlord is not entitled to any award specifically made to Tenant for the taking of Tenant's fixtures, furniture, or leasehold improvements.

SECTION 37. RETURNED CHECK FEES: Landlord shall have the option to assess a returned check fee in the amount of Fifty (\$50.00) Dollars, and a service charge, in the amount of Twenty-five (\$25.00) Dollars, should the Tenant issue a check to the Landlord, which is not honored by the Tenant's banking institution.

SECTION 38. DEFAULT: Tenant shall be in default under this Lease if it fails to (i) make timely payments of Rent or any other sums due hereunder, or to (ii) faithfully observe all terms, covenants, rules and regulations contained in this Lease, or such other uniform and non-discriminatory rules or regulations as may be hereafter made and promulgated by Landlord. Further, in the event of a default, the Tenant acknowledges and agrees that in addition to the Landlord's rights pursuant to Section 39, Termination by Landlord, the Landlord shall have the following rights:

In the event of any default by Tenant remaining uncured past any applicable cure period, notwithstanding any waiver of any former breach of covenant or waiver of the benefit hereof or consent in a former instance, Landlord may immediately perform any and/or all of the following: (1) without terminating this Lease, cure Tenant's default, including, but not limited to, making any and all maintenance and repairs, at Tenant's cost and expense, and/or (2) without terminating this Lease, re-enter the Premises and remove all persons and all or any property therefrom, by any suitable action or proceeding at law, or otherwise, without being liable for any prosecution or damages therefrom for trespass or otherwise, and repossess and enjoy the Premises, with all additions, alterations and improvements, and Landlord may at its option, repair, alter, remodel and/or change the character of the Premises as it may reasonably deem fit; (3) terminate this Lease upon written notice to Tenant, and thereafter re-let the Premises or any part or parts thereof; and/or (4) terminate this Lease upon written notice to Tenant; and/or (5) exercise any other remedies otherwise available to Landlord provided herein, or at law or in equity. In connection with the foregoing, if Landlord so elects, it may sell any personal property of

Tenant at public auction or private sale and apply the net proceeds to the payment of all sums due to Landlord from Tenant, if any, and pay over the balance to Tenant. All rights and remedies available to Landlord shall be cumulative and non-exclusive.

The exercise by Landlord of any right granted in this Section shall not relieve Tenant from the obligation to make all Rent payments, and also to fulfill all other covenants and/or obligations required by this Lease, at the time and in the manner provided herein. The Tenant throughout the remaining Term hereof shall pay Landlord, no later than the last day of each month during the Term, the then current excess, if any, of the sum of the unpaid rentals and costs to Landlord resulting from such default by Tenant over the proceeds, if any, received by Landlord from such re-letting, if any, but Landlord shall have no liability to account to Tenant for any excess. Landlord shall not be required to re-let the Premises nor exercise any other right granted to Landlord hereunder, nor shall Landlord be under any obligation to minimize Tenant's loss as a result of Tenant's default, but will nonetheless use commercially reasonable good faith efforts to mitigate damages. If Landlord attempts to re-let the Premises, Landlord shall be the sole judge as to whether or not a proposed tenant is suitable and acceptable. After being disposed or ejected therefrom by process of law or under the terms of this Lease, Tenant hereby waives and surrenders all rights and privileges which it might have under or by reason of any present or future law to redeem the Premises or to have continuance of this Lease for the Term hereby granted.

Tenant agrees that no demand for Rent and no re-entry for condition broken and no notice to quit possession or other notices prescribed by statute shall be necessary to enable Landlord to recover such possession, but that all right to any such demand and any such re-entry and any notice to quit possession or other statutory notices or prerequisites are hereby expressly waived by Tenant. Tenant covenants and agrees, notwithstanding any termination of this Lease as aforesaid or any entry or re-entry by Landlord, whether by summary proceedings, termination, or otherwise, to pay and be liable for on the days originally fixed herein for the payment thereof, amounts equal to the several installments of Rent and other charges reserved as they would, under the terms of this Lease, become due if this Lease had not been terminated or if Landlord had not entered or re-entered, as aforesaid, unless the Premises be re-let, in whole or in part, or for a period less than the remainder of the Term, in which case any amounts due and owed by Tenant to the Landlord

shall be reduced by any and all amounts received by virtue of such re-let.

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

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

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

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

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

SECTION 39. TERMINATION BY LANDLORD: In addition to the Landlord's rights pursuant to Section 38 above, the occurrence of any of the following shall cause this Lease to be terminated by the Landlord upon the terms and conditions also set forth below:

A. Automatic Termination:

- 1) Institution of proceedings in voluntary bankruptcy by the Tenant.
- 2) Institution of proceedings in involuntary bankruptcy against the Tenant if such proceedings continue for a period of ninety (90) days.
- 3) Assignment by Tenant for the benefit of creditors.
- 4) Failure of Tenant to maintain its not-for-profit tax status.
- 5) Subletting or assignment of this Lease without prior approval of the Landlord.

B. Termination after ten (10) calendar days from receipt by Tenant of written notice by Certified Mail sent to Tenant for any of the following:

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

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

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

frivolous and/or baseless claim or defense.

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

SECTION 40. EARLY TERMINATION BY TENANT:

Tenant shall have the right to terminate this Lease at any time by giving the Landlord ninety (90) days written notice, prior to the anniversary date if the necessary funding for the Tenant's use of the Premises is eliminated, reduced, or otherwise not secured, by the Tenant from its grantors or other funding source. However, any financial obligations due and owed to the Landlord by the Tenant shall be paid by the Tenant prior to the termination or cancellation of this Lease. This clause shall survive the termination or cancellation of this Lease.

SECTION 41. EARLY TERMINATION BY LANDLORD:

The Landlord through its County Mayor, or Mayor's designee, shall have the right to cancel/terminate this Lease if the County requires the Premises for a public purpose by giving the Tenant at least one hundred eighty (180) calendar days' written notice prior to the effective date of the termination. Should Landlord elect to cancel or otherwise terminate this Lease (through no fault or breach by Tenant) within the Term, then it shall reimburse the Tenant for the unamortized portion of any permanent, capital improvements paid for by Tenant to the Premises, including but not limited to, any capital improvements, renovations, additions, plumbing and electrical installation, and related expenses thereto, made to the Premises. Tenant shall provide written documentation of potentially all expenses to be reimbursed by the Landlord, immediately after the improvements are completed and should the Tenant fail to immediately provide such supporting documentation to the Landlord then the Tenant shall not be entitled to reimbursement. The Tenant shall provide the Landlord with documents relating to the cost of the improvements, which expenses shall be verified by review and/or audit by the Landlord.

SECTION 42. LEASEHOLD IMPROVEMENTS UPON LEASE EXPIRATION OR TERMINATION:

Tenant shall, in accordance with the terms and conditions of this Lease, at the expiration or other termination of this Lease, remove all of Tenant's goods, furniture, trade fixtures and effects, and other personal property from the Premises, (including,

without hereby limiting the generality the foregoing, all signs and lettering affixed or painted by Tenant, either inside or outside the Premises). All other improvements made by Tenant to the Premises shall remain. All electrical connections from Tenant's sign(s) shall be capped and the exterior façade surface of the sign area shall be made weather-tight and be restored to a like-new condition that is consistent with the rest of the façade (including any necessary cleaning, painting and/or patching of the surface). Tenant's right to remove personal property items from the Premises is conditioned upon Tenant's full and complete discharge of any and all obligations under this Lease. In the event any obligations are due and owed to Landlord at the time Tenant seeks to vacate the Premises, Tenant shall take no action to remove any of its personal property items located on, in or outside the Premises, and Landlord shall be entitled to exercise any and all rights as Landlord against such property in order to satisfy all such obligations. Furthermore, Tenant also agrees to repair any damage caused to the Premises by the removal of its personal property. Anything attached to the Premises by electrical, plumbing or gas connections or anything attached to the ceilings, walls, and floors (including any carpeting) will remain the property of Landlord and shall not be removed from the Premises by Tenant. Any special equipment servicing the Premises, including on the roof or exterior of the Premises (e.g., cabling or wiring), shall not be removed without Landlord's written prior consent. Any removal of such items without Landlord's prior written consent will result in Landlord charging Tenant for the cost of such items as new, as Additional Rent due.

SECTION 43. RETURN OF PREMISES: If the Expiration Date occurs on a weekend day or a state or county holiday, the Premises shall be returned to the Landlord in accordance with this Section no later than 5:00 p.m. on or before the last business day prior to such weekend day or state or county holiday. On or before the specified time, Tenant shall deliver to Landlord the Premises, including all keys, locks thereto, and other fixtures connected therewith and all alterations and additions made to or upon the Premises, in good condition subject to reasonable wear and tear (including being broom swept/vacuumed), damage by fire or other casualty only excepted. In the event of Tenant's failure to remove any of Tenant's personal property from the Premises, Landlord is hereby, as described otherwise in this Lease, authorized without liability to Tenant for loss or damage thereto, and at the sole risk and cost of Tenant, to remove and store any of the personal property at Tenant's expense, or to retain same under Landlord's control or to sell at public or private sale,

without notice, any or all of the personal property not so removed, and to apply the net proceeds of such sale to the payment of any sum due hereunder.

SECTION 44. MODIFICATION, INTEGRATION AND INTERPRETATION: This Lease contains the entire agreement between the parties hereto and all prior negotiations. All negotiations, agreements, considerations, representations, and understandings between Landlord and Tenant are incorporated herein and may be modified or altered only by agreement in writing between Landlord and Tenant, and no act or omission of any employee or agent of Landlord and/or Tenant shall alter, change, or modify any of the provisions hereof. Tenant specifically acknowledges that it has freely negotiated this Lease and that it has not been influenced to enter into this transaction. Tenant acknowledges that it has not relied upon any warranties or representations not specifically set forth in this Lease. Tenant specifically acknowledges that the condition of the Premises or any building of which the Premises are a part are not a significant inducement for entering into this Lease. Tenant further acknowledges that Landlord's repair and/or maintenance of the Premises, or lack thereof, or in the building of which the Premises may be part, is not a significant inducement for entering into this Lease. In any controversy, dispute, or contest over the meaning, interpretation, validity, or enforceability of this Lease or any of its terms or conditions, there shall be no inference, presumption, or conclusion drawn whatsoever against either party by virtue of that party having drafted this Lease or any portion thereof. The parties to this Lease agree that the terms of this Lease shall not be more strictly construed against Landlord, or more favorably for Tenant, notwithstanding Landlord's presentation of this Lease.

SECTION 45. QUIET ENJOYMENT: Tenant, on paying the rental and performing the conditions hereof, shall and may peaceably and quietly have, hold and enjoy the Premises throughout the Term of the Lease, without hindrance or molestation by Landlord.

SECTION 46. RULES AND REGULATIONS AND TENANT OBLIGATIONS: Landlord reserves the right to promulgate, and Tenant agrees to comply with reasonable non-discriminatory Rules and Regulations for the Premises, including, but not limited to, the following:

- a) Tenant is expressly prohibited from placing, erecting, or maintaining any sign, lettering, banners, or advertising devices on, in, or about the windows, doors, lobby, hallway, and/or gate of the

building in which the Premises is located, other than as specifically permitted in this Lease.

b) Tenant will not install any equipment which exceeds the capacity of the utility lines leading into the Premises or the building of which the Premises constitutes a portion.

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

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

e) No radio, television, heater, fan, refrigerator, fiber-optic cable, satellite dish or other electrical device shall be installed without obtaining in each instance, the written consent of Landlord. No antenna or satellite dish shall be erected on the roof or exterior walls of the building, or on the grounds without Landlord's written consent. Any antenna or satellite dish so installed without such written consent of Landlord shall be removed promptly at the direction of Landlord. If Landlord removes such equipment, Landlord shall not be liable for such removal and disposal of such equipment.

f) The plumbing facilities shall not be used for any other purpose than for which they are constructed. No foreign substance of any kind shall be permitted therein, and the expenses of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by Tenant. Tenant shall be responsible for repairing all plumbing and electrical lines inside or outside of the Premises if such damage was caused by the Tenant, or any of its employees, guests, vendors, and/or agents.

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

Tenant agrees that Landlord may from time to time suspend, amend or supplement the foregoing rules and regulations, and may adopt additional reasonable rules and regulations applicable to the Premises. Notice of such rules

and regulations and amendments and supplements thereto, if any, shall be given to Tenant.

SECTION 47. LANDLORD'S RIGHTS: Landlord shall in no event be in default in the performance of any of Landlord's obligations hereunder unless and until Landlord shall have failed to perform such obligations within thirty (30) calendar days of written notice from Tenant, or such additional time as is reasonably required to correct any such default after written notice by Tenant properly specifying wherein Landlord has failed to perform such obligation.

SECTION 48. AIR QUALITY; RADON GAS; MOLD: Landlord makes no warranties or representations regarding indoor air quality or condition within the Premises or the building. Furthermore, Tenant has conducted or has had the opportunity to conduct all testing regarding indoor air quality and condition, and hereby releases Landlord for any such claim or condition. Additionally, in compliance with Section 404.056, Florida Statutes, Tenant is hereby made aware of the following: Radon Gas is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of Radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding Radon Gas and Radon testing may be obtained from the county public health unit. Tenant further acknowledges that mold and fungi are naturally occurring conditions and that mold or fungi may be present in the Premises at the commencement of this Lease and/or may be found or otherwise identified in the Premises sometime during the Term. For the purposes hereof, fungi shall include any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi. Tenant acknowledges and agrees to indemnify and hold Landlord harmless from any bodily injury or property damages caused by exposure to radon, mold or fungi, regardless if any other cause, event, material or product contributed concurrently or in any sequence to such injury or damages.

SECTION 49. INDEPENDENT COVENANT: Each and every Rent obligation that the Tenant is obligated for under the terms of this Lease shall be deemed to be independent covenants to Landlord and shall remain independent covenants notwithstanding any other obligation Landlord may have to Tenant under this Lease.

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

SECTION 51. SIGNAGE/ADVERTISING: The Tenant agrees that all signs placed on the doors or windows or elsewhere about the Premises, which are visible from outside of the Premises, or upon any part of a building, including building directories, shall be subject to the approval of the Landlord, which approval shall not be unreasonably withheld or delayed. The Tenant, at the Landlord's discretion, may be permitted to have its name displayed on any and all existing building directory, if any, at the Tenant's sole cost and expense, and any requested changes thereto by the Tenant shall also be at the Tenant's sole cost and expenses. The Tenant further agrees that all signs must comply with local zoning and building department ordinances, codes and regulations. Landlord reserves the right to review all signs and must provide written approval of all shop drawings prior to submission for permit applications.

The following signs are prohibited:

(1) flashing lights or animated signs, (2) audible devices and temperature signs, (3) all Styrofoam, plastic, foam and wood signs, (4) all paper signs and banners of any kind (unless professionally prepared), (5) no flood lights, flags, pennants or signs held by ropes, (6) no window signage, and (7) balloons, sandwich boards, sidewalk signs, portable signage, signs, characters or mascots, parking lot signage and the like.

All signs are to be constructed at Tenant's sole cost and expense (including all costs associated with the preparation of the façade and/or removal of the existing signage and for connecting the electricity to the sign) and installed only with proper permits and approvals by licensed sign and electrical contractors, which signs shall be deemed a fixture to the Premises. Tenant may not penetrate the building or façade in order to install signs. At Lease expiration, if Landlord so requires, the Tenant's signage must remain at the Premises until a subsequent tenant installs substitute signage unless otherwise directed by Landlord. Tenant shall be responsible for the removal of its signage, including cleaning and painting the façade behind the removed signs. Any failure to comply with the foregoing sentence shall

result in the Tenant reimbursing Landlord for its cost to repair the façade in an amount up to Two Thousand Five Hundred (\$2,500.00) Dollars.

SECTION 52. NON-WAIVER PROVISION: No assent, express or implied, by either party to any breach of any agreement or condition herein contained on the part of the applicable party to be performed or observed, and no waiver, express or implied, of any such agreement or condition, shall be deemed to be a waiver of or assent to any succeeding breach of the same of any other agreement or condition; the acceptance by Landlord of Rent or other payment hereunder or silence by Landlord as to any breach shall not be construed as waiving any of Landlord's rights hereunder unless such waiver shall be in writing.

SECTION 53. USE OF ADDITIONAL AREAS: The use and occupation of the Premises shall include the use of other areas of the overall property, in common with other tenants, including, but not limited to the parking areas and common areas within the building that the Premises is located.

SECTION 54. TENANT'S TAXES AND ASSESSMENTS: Tenant agrees to pay to the local tax authorities and other governmental agencies, throughout the Term of this Lease and any renewal thereof, all personal property taxes which may be levied against the Tenant's leasehold interest in the Premises, as well as Tenant's merchandise, trade fixtures and other personal property in and about the Premises. Further, Tenant shall also be responsible for any and all sales taxes and real estate taxes as assessed against the Premises and/or this Lease. **THE RENT DOES NOT INCLUDE STATE OF FLORIDA SALES TAX, UNLESS THE TENANT PROVIDES A CONSUMER'S CERTIFICATE OF EXEMPTION FROM THE STATE OF FLORIDA, DEPARTMENT OF REVENUE EXEMPTING THE TENANT FROM THE PAYMENT OF SALES TAX ON THE RENTAL CHARGES.**

SECTION 55. FORCE MAJEURE: Neither Landlord nor Tenant shall be liable for failure to perform any obligation under this Lease, except for the payment of money, in the event it is prevented from so performing by strike, lockout, breakdown, accident, order or regulation of or by any governmental authority or failure to supply or inability by the exercise of reasonable diligence to obtain supplies, parts or employees necessary to furnish such services or because of war, casualty, act of God, or for any other cause that is completely beyond its reasonable control, but financial inability shall never be deemed to be a cause beyond a

party's control, and in no event shall either party be excused or delayed in the payment of any money due under this Lease by reason of any of the foregoing.

SECTION 56. ADA/HANDICAPPED; CODE UPGRADES:

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

SECTION 57. SECURITY: Tenant acknowledges and agrees that Tenant assumes any and all responsibility and liability for the security of the Premises, as well as for the security of its employees, agents, guests, invitees, as well as for any and all of the Tenant's personal property, including, but not limited to, furniture, fixtures, and equipment within or about the Premises. Tenant, at its option, may enlist its own security personnel, and install its own security devices within or about the Premises.

SECTION 58. NO OFFER: THE PRESENTATION OF THIS LEASE BY LANDLORD DOES NOT CONSTITUTE AN OFFER WHICH MAY BE ACCEPTED BY TENANT. THIS LEASE ONLY BECOMES VALID, BINDING AND EFFECTIVE UPON EXECUTION AND DELIVERY OF THIS LEASE BY BOTH LANDLORD AND TENANT. FURTHER, EMPLOYEES OR AGENTS OF LANDLORD HAVE NO AUTHORITY TO MAKE OR

AGREE TO MAKE A LEASE OR ANY OTHER AGREEMENT OR UNDERTAKING IN CONNECTION HEREWITH.

SECTION 59. ESTOPPEL CERTIFICATES:

Tenant agrees, at any time and from time to time, upon not less than ten (10) business days' prior written request by Landlord, to execute, acknowledge and deliver to Landlord a statement in writing certifying that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the same are in full force and effect as modified and stating the modifications), that no uncured defaults exist hereunder (or if any such defaults exist, specifying the same), and the dates to which the rent and other charges due hereunder have been paid in advance, if any, it being intended that any such statement delivered pursuant to this Section may be relied upon by any prospective purchaser or mortgagee of, or assignee of any mortgage upon, the building. If such an estoppel is not executed within this ten (10) business day period, in addition to other default remedies provided herein, Tenant shall pay Landlord an amount equal to Thirty (\$30.00) Dollars per day for each day of delay. Further, Tenant agrees that if it shall fail at any time to execute, acknowledge and deliver any such instrument within ten (10) business days after request, then Landlord may execute, acknowledge and deliver such instrument as the attorney-in-fact of Tenant; and Tenant hereby makes, constitutes, and irrevocably appoints Landlord its attorney-in-fact for that purpose.

SECTION 60. NON-DISCRIMINATION: The Tenant for itself, and its successors and assigns, as a part of the consideration hereof, does hereby covenant and agree that:

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

therein, or be denied the benefits thereof, or be otherwise subjected to discrimination.

- B. In the construction of any improvements to the Premises, and in the furnishings of services thereon, no person on the grounds of race, sex, age, gender, national origin, or physical handicap, shall be excluded from participation therein or be denied the benefits accruing therefrom, or be otherwise subjected to discrimination.
- C. Tenant agrees, in accordance with Section 11A of the Miami-Dade County Code, that it shall not discriminate against any employee, subtenant, person, etc. on the basis of race, color, religion, ancestry, age, national origin, sex, disability, marital status, familial status, pregnancy, sexual orientation, gender identity or gender expression, or perceived or actual status of domestic violence, dating or stalking.

SECTION 61. MISCELLANEOUS:

- A. **CAPTIONS AND SECTION NUMBERS:** The captions in this Lease are for convenience of reference only and shall not define, modify, explain, amplify, augment, or limit the provisions, interpretation, construction, or meaning hereof.
- B. **CONSTRUCTION OF CERTAIN TERMS:** As used in this Lease, the word “person” shall mean and include where appropriate, any individual, corporation, partnership or other entity; the plural shall be substituted for the singular, and the singular for the plural, where appropriate; and words of any gender shall mean and include any other gender.
- C. **COUNTERPARTS:** This Lease and any amendment hereof may be executed in several counterparts and by each party on a separate counterpart, each of which when so executed and delivered shall be an original, and all of which together shall constitute one instrument.
- D. **LIMITATION OF LIABILITY:** The term “Landlord” as used in this Lease, so far as covenants or obligations to be performed by Landlord are concerned, shall be limited to mean and include only the owner or owners at the time in question of the Premises, and in the event of any transfer or transfers of title to the Premises, the Landlord (and in case of

any subsequent transfers or conveyances, the then grantor) shall be concurrently freed and relieved from and after the date of such transfer or conveyance, without any further instrument or agreement, of all liability as respects the performance of any covenants or obligations on the part of Landlord contained in this Lease thereafter to be performed, it being intended hereby that the covenants and obligations contained in this Lease on the part of Landlord, shall, subject as aforesaid, be binding on Landlord, its successors and assigns, only during and in respect of their respective successive periods of ownership of said leasehold interest or fee, as the case may be. Tenant, its successors and assigns, shall not assert nor seek to enforce any claim for breach of this Lease against any of Landlord’s assets other than Landlord’s interest in the Premises, and in the rents, issues and profits thereof, and Tenant agrees to look solely to such interest for the satisfaction of any liability or claim against Landlord under this Lease, it being specifically agreed that in no event whatsoever shall Landlord, and Landlord’s assigns, employees, vendors, contractors, agents, ever be personally liable for any such liability.

- E. **RECORDING:** The parties hereto agree not to record this Lease, except for the Landlord filing this lease with the Clerk of the Board, Miami Dade County, Florida.
- F. **CONFIDENTIALITY:** Landlord and Tenant acknowledge and agree that because the Landlord is a governmental entity, any and all information pertaining to this Lease is subject to be disclosed to others, and therefore none of the information contained herein is or shall be, considered confidential.
- G. **SUCCESSORS AND ASSIGNS:** The covenants and agreements of this Lease shall, subject to the terms of this Lease to the contrary, be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, as the case may be.
- H. **LANDLORD-TENANT RELATIONSHIP:** Landlord and Tenant are not creating a joint venture or partnership by the provisions of the Lease and they are and at all times shall remain in the relationship of Landlord and Tenant.

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

J. BROKERS: There are no brokerage commissions due under this Lease.

K. GOVERNING LAW: This Lease shall be governed by and construed and enforced in accordance with the laws of the State of Florida and venue for all actions shall lie in Miami-Dade County, Florida.

L. MULTIPLE TENANT SIGNATORIES: In the event this Lease is executed in an individual capacity by more than one signatory for Tenant and same needs to be modified, canceled, terminated, or otherwise amended, or in the event Landlord requires written authority on behalf of the Tenant for any reason whatsoever, all parties comprising the Tenant hereby irrevocably acknowledge the grant of formal authority to any and all other parties comprising the Tenant to execute any document, modification, cancellation, termination, amendment to this Lease or other matter requiring a signature of the Tenant, on their behalf, without their signature or any other action by them. Consequently, it shall only be necessary for Landlord to obtain the signature of ONE of the parties comprising the Tenant hereunder in order to bind the Tenant hereunder. Therefore, one signature on behalf of the Tenant shall bind all parties comprising the Tenant hereunder to any document, modification, cancellation, termination, amendment or other matter requiring a signature of the Tenant.

M. ENTIRE AGREEMENT: This Lease, including all exhibits attached hereto, contains the entire agreement of the parties hereto with respect to the matters covered thereby. This Lease cancels, voids, and nullifies all prior lease agreements, addendums, written agreements and oral agreements between the parties for the Premises. This Lease may not be amended, modified or supplemented except by written instrument executed by Landlord and

Tenant, and approved by the Miami-Dade County Board of County Commissioners.

N. TELECOPIED AND EMAILED SIGNATURE PAGES: In order to expedite the transaction contemplated herein, telecopied or emailed signatures may be used in place of original signatures on this Lease. The parties intend to be bound by the signatures on the telecopied document, are aware that the other party will rely on the telecopied or emailed signatures and hereby waive any defenses to the enforcement of the terms of this Lease based on the form of signature.

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

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INTENTIONALLY LEFT BLANK]

[ONLY THE SIGNATURE PAGE REMAINS]

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

LANDLORD

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

Witnesses:

Print: _____

By: _____
Name: Carlos A. Gimenez
Title: County Mayor
Date: _____

Witnesses:

Print: _____

ATTEST:

HARVEY RUVIN, CLERK

By: _____

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

TENANT

**SOUTH FLORIDA PUERTO
RICAN CHAMBER OF COMMERCE, INC.**

By: _____
Name: _____
Title: _____

Witnesses:

Print: _____

Print: _____

STATE OF _____

COUNTY OF _____

I HEREBY CERTIFY, that on this _____ day of _____, 20__, before me, an officer duly authorized to administer oaths and take acknowledgments, appeared _____, [] in person or [] via online notarization, who is personally known to me, or proven, by producing the following identification: _____, to be the _____ of the South Florida Puerto Rican Chamber of Commerce, Inc., an existing not for profit corporation under the laws of the State of Florida and whose name the forgoing instrument is executed and said officer severally acknowledged before me that he executed said instrument acting under the authority duly vested by said corporation and its Corporate Seal is affixed thereto.

WITNESS my hand and official Seal at _____, in the County and State aforesaid, on this, the ____ day of _____, 20__.

_____ (SEAL)

Notary Public

Print Name

NOTARY SEAL / STAMP

Notary Public, State of _____

My Commission expires: _____

EXHIBIT A
PREMISES

EXHIBIT B
MAP OF PARKING SPACES

EXHIBIT "C"
GENDER NEUTRAL/GENDER INCLUSIVE SIGNAGE

