

MEMORANDUM

Agenda Item No. 11(A)(14)

TO: Honorable Acting Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: December 15, 2020

FROM: Geri Bonzon-Keenan
Successor County Attorney

SUBJECT: Resolution approving, pursuant to section 125.031, Florida Statutes, the terms of and authorizing execution by the County Mayor of a lease agreement between Miami-Dade County, as tenant, and El Edificio, LLC, as landlord, for the premises located at 1490 West 68 Street, Suites 101 and 102, Hialeah, Florida, to be utilized by Miami-Dade County as a district office for County Commission District 13 for an initial four-year term, with one four-year option to renew, with a total fiscal impact to the County estimated to be \$475,907.28 for the initial and renewal terms of the lease; and authorizing the County Mayor to exercise all rights conferred therein and to take all actions necessary to effectuate same

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Senator René García.



Geri Bonzon-Keenan
Successor County Attorney


GBK/uw



MEMORANDUM
(Revised)

TO: Honorable Acting Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: December 15, 2020

FROM: 
Gen Bonzon-Keenan
Successor County Attorney

SUBJECT: Agenda Item No. 11(A)(14)

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)(14)
12-15-20

RESOLUTION NO. _____

RESOLUTION APPROVING, PURSUANT TO SECTION 125.031, FLORIDA STATUTES, THE TERMS OF AND AUTHORIZING EXECUTION BY THE COUNTY MAYOR OR THE COUNTY MAYOR’S DESIGNEE OF A LEASE AGREEMENT BETWEEN MIAMI-DADE COUNTY, AS TENANT, AND EL EDIFICIO, LLC, AS LANDLORD, FOR THE PREMISES LOCATED AT 1490 WEST 68 STREET, SUITES 101 AND 102, HIALEAH, FLORIDA, TO BE UTILIZED BY MIAMI-DADE COUNTY AS A DISTRICT OFFICE FOR COUNTY COMMISSION DISTRICT 13 FOR AN INITIAL FOUR-YEAR TERM, WITH ONE FOUR-YEAR OPTION TO RENEW, WITH A TOTAL FISCAL IMPACT TO THE COUNTY ESTIMATED TO BE \$475,907.28 FOR THE INITIAL AND RENEWAL TERMS OF THE LEASE; AND AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR’S DESIGNEE TO EXERCISE ALL RIGHTS CONFERRED THEREIN AND TO TAKE ALL ACTIONS NECESSARY TO EFFECTUATE SAME

WHEREAS, Miami-Dade County has a population of over 2.7 million residents and spans across almost 2,000 square miles of land; and

WHEREAS, accordingly, in order to best serve Miami-Dade County residents at large as well as the residents from each County Commissioner’s district, it is customary for County Commissioners to have offices downtown at the Stephen P. Clark Government Center as well as local offices within their respective commission districts; and

WHEREAS, the County is authorized and has the right, pursuant to section 125.031, Florida Statutes, to enter into leases for properties needed for a public purpose; and

WHEREAS, El Edificio, LLC (the “landlord”), a Florida limited liability company, owns property located at 1490 West 68th Street, Hialeah, Florida 33014 that is improved with a building (the “building”), inclusive of Suites 101 and 102 consisting of approximately 1,680 square feet of air conditioned space (the “premises”); and

WHEREAS, the premises is located within Commission District 13 and has served as the district office for Commission District 13 since 2012, pursuant to this Board's approval of the prior lease agreement via Resolution No. R-732-12; and

WHEREAS, the County desires to continue to lease the premises from the landlord, and the landlord desires to continue to lease the premises to the County, for the public purpose of providing the district office for Commission District 13; and

WHEREAS, the County's Internal Services Department and the landlord have negotiated the terms and conditions for a new lease agreement, in substantially the form attached hereto, for an initial term of four years, with a four-year renewal term to be exercised at the option of the County; and

WHEREAS, the lease agreement includes one reserved parking space and additional parking to be used by the County in common with other tenants of the building; and

WHEREAS, the lease agreement provides that base rent payable to the landlord for the initial term of the lease is \$48,720.00 (\$29.00 per square foot), increased at a rate of three percent per year, and includes all operating expenses such as real estate taxes, insurance, property management fees, electricity, and water and sewer; and

WHEREAS, the Internal Services Department conducted an in-house survey of comparable rents in the area of the premises to confirm that the rental rate payable was at or below market rate; and

WHEREAS, the Internal Service Department's research revealed that property located at: (a) 1257 W. 47 Place, Hialeah, Florida had a rental value of \$25.00 per square foot on an annual basis, inclusive of all operating costs and expenses; (b) 900 W. 49 Street, Hialeah, Florida had a rental value of \$33.41 - \$41.66 per square foot on an annual basis plus tenant's proportionate share

of operating costs and expenses; and (c) 5580 W. 16 Avenue, Hialeah, Florida had a rental value of \$28.80 per square foot plus tenant's proportionate share of operating costs and expenses, and that therefore the rental rate pursuant to the lease agreement was at or below market rate; and

WHEREAS, the lease agreement authorizes the County to undertake certain tenant improvements to the premises, which tenant improvements shall be undertaken by the County and have been estimated by the Internal Services Department to cost \$20,989.00, which amount is net of a \$5,880.00 reimbursement by the landlord to the County for the cost of the carpet replacement; and

WHEREAS, the lease agreement contains early termination and cancellation rights, including a right by the County to terminate the lease agreement at any time with 90 days' advance written notice and a right by the Landlord to terminate the lease agreement at any time with 180 days' advance written notice; provided, that if the Landlord elects to terminate the lease agreement during the initial four-year term, the Landlord will make a termination payment to the County to reimburse the County for its costs expended in undertaking the tenant improvements; and

WHEREAS, the estimated fiscal impact to the County for the first year of the initial term of the lease is \$72,145.00 which, in addition to base rent and the tenant improvements, is comprised of a lease management fee of \$2,436.00 (five percent of the base rent) to the Internal Services Department for administration of the lease agreement, but exclusive of costs for janitorial services, pest control, and an alarm system for the premises which shall be separately and directly paid by the County; and

WHEREAS, the total fiscal impact for the initial four-year term of the lease agreement and the four-year renewal option term is estimated to be \$475,907.28 to be funded from the General Fund; and

WHEREAS, the Internal Services Department has reported that it has no record of any negative performance issues with the landlord,

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

Section 1. The foregoing recitals are incorporated into this resolution and are approved.

Section 2. This Board hereby approves, pursuant to section 125.031, Florida Statutes, the terms of and authorizes execution by the County Mayor or the County Mayor’s designee of the lease agreement between Miami-Dade County and the landlord, substantially in the form attached hereto, for the premises to be utilized as a district office for County Commission District 13 for an initial four-year term and four-year option to renew term, with a total fiscal impact to the County estimated to be \$475,907.28. This Board further authorizes the County Mayor or the County Mayor’s designee to execute the lease agreement for and on behalf of the County, to exercise any and all rights conferred therein, and to take all actions necessary to effectuate same.

The Prime Sponsor of the foregoing resolution is Senator René García. 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:

Rebeca Sosa, Acting Chairwoman	
Jose “Pepe” Diaz	Sen. René García
Oliver G. Gilbert, III	Keon Hardemon
Sally A. Heyman	Danielle Cohen Higgins
Eileen Higgins	Joe A. Martinez
Kionne L. McGhee	Jean Monestime
Raquel A. Regalado	Sen. Javier D. Souto

The Chairperson thereupon declared this resolution duly passed and adopted this 15th day of December, 2020. This resolution shall become effective upon the earlier of (1) ten 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.

MRP

Monica Rizo Perez
Debra Herman

OFFICE LEASE

by and between

EL EDIFICIO, LLC
a Florida limited liability company
("Landlord")

And

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

Dated as of

_____, 20__

Lease No.: 04-2035-007-1820-L02

OFFICE LEASE

This Office Lease (“Lease”) dated _____, 20____, is made between El Edificio, LLC, a Florida limited liability company (“Landlord”), whose principal place of business is located at 1490 West 68 Street #204, Hialeah, Florida 33014, and Miami-Dade County, a political subdivision of the State of Florida, whose principal place of business is located at 111 N.W. First Street, Miami, Florida 33128 (“Tenant”).

LEASE OF PREMISES

Landlord hereby leases to Tenant, and Tenant hereby leases from the Landlord, subject to all of the terms and conditions set forth herein, that certain property (“Premises”), which is further described below in *Item 4* of the Basic Lease Provisions. Premises is located in the building described below in the Basic Lease Provisions. The building is located on that certain land, which is more particularly described below in *Item 2* of the Basic Lease Provisions, which is also improved with landscaping, parking facilities and other improvements, fixtures, common areas, and appurtenances now or hereafter placed, constructed, or erected on the Land.

BASIC LEASE PROVISIONS

1. **Tenant:** Miami-Dade County, a political subdivision of the State of Florida
2. **Premises:** 1490 West 68 Street, Suites 101 and 102, Hialeah, Florida 33014
3. **Size of Rentable Area:** Approximately 1,680 square feet
4. **Size of the Building:** 5,821 square feet (“building”)
5. **Basic Rent:** \$29.00 per square foot, and then three (3%) percent rental increase each year.

<u>Period Base Rent</u>	<u>Monthly Base Rent</u>	<u>Annual Cost</u>	<u>Cost Per Square Foot</u>
Year 1	\$4,060.00	\$48,720.00	\$29.00
Year 2	\$4,181.80	\$50,181.60	\$29.87
Year 3	\$4,307.80	\$51,693.60	\$30.77
Year 4	\$4,436.60	\$53,239.20	\$31.69
<u>Renewal Option Period</u>			
Year 5	\$4,569.60	\$54,835.20	\$32.64
Year 6	\$4,706.80	\$56,481.60	\$33.62
Year 7	\$4,848.20	\$58,178.40	\$34.63
Year 8	\$4,993.80	\$59,925.60	\$35.67

6. **Term:** The initial term of this Lease is for four (4) years, commencing on the Lease Commencement Date and expiring four (4) years thereafter.
7. **Renewal Option Period:** The Tenant shall have one (1) Renewal Option Period for a term of four (4) years. The Tenant’s rights and obligations pertaining to the Renewal Option Period are described, in Section 2(b) of the Standard Lease Provisions of this Lease.

8. **Right of Early Cancellation:** Tenant and Landlord shall have the right, at any time, without cause, to terminate this Lease by giving at least one hundred eighty (180) days' advanced written notice of such cancellation.

9. **Address for Notices**

To Landlord:

El Edificio, LLC
1490 West 68 Street #204
Hialeah, Florida 33014

To Tenant:

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

With a copy to:

Daniel Martinez, Esq.
1490 West 68 St., Ste 103
Hialeah, Florida 33014

With a copy to:

County Attorney's Office
Miami-Dade County
111 N.W. First Street, 28th Floor
Miami, Florida 33128

10. **Place of Rent Payment:**

El Edificio, LLC
1490 West 68 Street, #204
Hialeah, Florida, 33014

Or at such other place as Landlord may from time to time designate in writing, as set forth herein.

This Lease consists of the foregoing introductory paragraphs and Basic Lease Provisions (consisting of paragraphs 1 through 10), along with any and all exhibits, all of which are incorporated herein by this reference. In the event of any conflict between the information contained in the Basic Lease Provisions, and the language in the Standard Lease Provisions, which follow, the Standard Lease Provisions shall control.

STANDARD LEASE PROVISIONS

1. LEASE GRANT

(a) Landlord hereby leases to the Tenant that certain Premises, which are Suites 101 and 102, located at 1490 West 68 Street, Hialeah, Florida 33014, consisting of approximately 1,680 rentable square feet of space part of folio no. 04-2035-007-1820.

(b) Landlord leases the Premises to the Tenant, and the Tenant hereby leases the Premises from the Landlord together with the right in common with others to use all appurtenances of the building and the Land that are designated by the Landlord for the common use of tenants and others, such as sidewalks, roads, unreserved parking areas, common corridors, elevator foyers, restrooms, vending areas and lobby areas, driveways, passageways, landscaped areas, water fountains, and elevators (the "Common Areas").

(c) The Tenant hereby accepts the Premises in its current “as-is” “where-is” condition, with any and all faults, except to the extent that all components shall be in good condition and in good working order as of the commencement of this Lease.

(d) The Tenant shall have one (1) reserved parking space for its exclusive use at all times during the term of this Lease, and Tenant’s employees, agents, contractors, licensees and invitees shall have the non-exclusive right to use the parking lot and spaces owned by Landlord and made generally available for all occupants of the Building and visitors thereto. Said parking spaces may be utilized at any time during the normal business hours of the Building. Such parking spaces shall conform to all applicable law in effect at the time of Tenant’s occupancy.

2. **TERM**

(a) The initial term of this Lease shall be for a period of four (4) years, and shall commence on the effective date of the resolution approving this Lease by the Board of County Commissioners. The date marking the beginning of the Lease shall be the Commencement Date, and shall be memorialized in a letter of commencement from Tenant to Landlord.

(b) Renewal Option Period. Provided that this Lease is not otherwise in default, the Tenant is hereby granted the option to renew and extend this Lease for one (1) four (4) year Renewal Option Period, upon the same terms and conditions as set forth herein; provided, that the Tenant must provide the Landlord with notice, in writing, of its desire to remain in the Premises and renew this Lease at least thirty (30) calendar days prior to the expiration of the initial Term, without the requirement of any further act, lease, or agreement by either party, and all of the terms and conditions of this Lease shall be extended to the subsequent four (4) year term, including the amount of the Rent, as such Rent is outlined in paragraph 5 of the Basic Lease Provisions.

(c) Holdover. If Tenant retains possession of the Premises after the expiration of this Lease, including any and all renewals or the earlier termination of this Lease, unless otherwise agreed in writing, such possession shall automatically become one of month-to-month tenancy, and all of the other terms and conditions of this Lease shall remain the same, and be applicable during such holdover period.

(d) Early Cancellation. Tenant and Landlord shall each have the right, at any time, without cause, to cancel this Lease by giving at least one hundred eighty (180) days’ advanced written notice of such cancellation. If Landlord elects to cancel this Lease prior to the second anniversary of the Commencement Date, then Landlord will reimburse Tenant the amount of Twenty Thousand Dollars (\$20,000.00) towards the cost of Tenant Improvements; and if Landlord elects to cancel this Lease subsequent to the second anniversary, but prior to the fourth anniversary of the Commencement date, then Landlord will reimburse Tenant Ten Thousand Dollars (\$10,000.00) towards the cost of Tenant Improvements. Landlord will not be responsible for any reimbursement to Tenant, for any reason, for the cost of Tenant Improvements from the fourth anniversary of this Lease and forward. Upon such cancellation, this Lease shall terminate as though the cancellation date were the date originally fixed as the end of the term of this Lease.

3. **RENT**

(a) The Tenant's obligation to pay rent, including base rent, and/or any other financial obligation shall begin on the Commencement Date.

(b) The Tenant agrees to pay Base Rent to the Landlord for the first year of the term of this Lease in the amount of Forty Eight Thousand Seven Hundred Twenty (\$48,720.00) Dollars, payable monthly in the amount of Four Thousand Sixty (\$4,060.00) Dollars, which represents approximately Twenty-nine (\$29.00) Dollars per square foot. Commencing on the anniversary of this Lease, and every anniversary thereafter, the Tenant agrees that the Base Rent shall be increased by three (3%) percent over the prior year's Base Rent. The Tenant shall pay to the Landlord rent for the Premises in accordance with the schedule outlined in Paragraph 5 on Page 2 above.

(c) All monthly installments of Base Rent shall be payable in advance on the first (1st) day of each calendar month during the term hereof, with the exception of the month of October, which will be processed after the close of the Tenant's fiscal year on September 30th of each year.

(d) The term "Base Rent" or "Rent" (the terms are interchangeable in this Lease) shall, unless otherwise agreed to by the parties, as evidenced in this Lease, refer to all rent, along with any and all charges, fees, costs, and/or expenses incurred by the Landlord in the ownership and/or operation of the Premises, the building, and the Land, and is inclusive of any and all insurance, real estate taxes, administrative fees, maintenance and repairs, and all other expenses related to the rental and use of the Premises by the Tenant.

4. **PURPOSE**

(a) The Tenant shall use the Premises for general office uses, not inconsistent with the character and type of tenancy found in comparable buildings utilized by governmental agencies and/or entities. The Premises shall not be utilized for any other purpose without the prior written consent of the Landlord, unless expressly described herein this Lease.

(b) The Tenant shall not, at any time, use or occupy the Premises, or permit any act or omission in or about the Premises, in violation of any law, statute, ordinance, or any governmental rule, regulation, or order, and the Tenant shall, upon written notice from the Landlord, discontinue any use of the Premises which is declared by any governmental authority to be a violation of law. If any law(s) shall, be reason of the nature of Tenant's use or occupancy of the Premises, impose any duty upon the Tenant or Landlord with respect to the following: (i) modification or other maintenance of the Premises; or (ii) the use, alteration, or occupancy thereof, the Tenant shall comply with such law at Tenant's sole cost and expense.

(c) The Tenant shall neither suffer nor permit the Premises, nor any part thereof, to be used in any manner, nor anything to be done therein, nor suffer or permit anything to be brought into or kept therein, which would in any way: (i) make void or voidable any fire or liability insurance policy then in force with respect to the Premises, the building, and/or the Land; (ii) make unobtainable from insurance companies authorized to do business in the State of Florida and fire insurance with extended coverage, or liability, elevator, or other insurance required to be furnished by the Landlord under the terms of any lease or mortgage to which this Lease is subordinate at standard rates; (iii) cause or in the Landlord's reasonable opinion be likely to cause physical damage to the Premises, the building, and/or the Land; (iv) constitute a public or private nuisance; (v) impair the appearance, character or look of the building; (vi) discharge objectionable fumes, odors, or vapors into the air conditioning system of the building, or into the building

flues or vents not designed to receive them or otherwise in such manner as may unreasonably offend other occupants of the building; (vii) create unnecessary waste in, on or around the Premises, the building, and/or the Land; and/or (viii) make any noise or set up any vibration which will disturb other tenants, except in the course of repair, or alterations, or at other times authorized by the Landlord.

5. **SERVICES AND UTILITIES**

(a) The Landlord shall furnish, or cause to be furnished, to the Premises the utilities and services described below, subject to the conditions and standards set forth in this Lease.

(b) Water. Landlord, during the term hereof, shall provide and pay all charges for water used by Tenant.

(c) Electrical. Landlord, during the term hereof, shall provide and pay all charges for electricity services to the Premises used by the Tenant.

(d) HVAC. Landlord shall provide heating and air conditioning in season to both the building, and the Premises, and at temperatures that are standard for comparable buildings in Miami-Dade County, or as are required by a governmental authority. Further, the Landlord hereby agrees to have the coils and vents of the HVAC system cleaned and examined on a regular basis.

(e) Elevator Service. If applicable (if an elevator is in the building), then the Landlord shall provide passenger elevator service to and from the Premises for the Tenant, and its agents, employees, invitees and licensees, in common with the other tenants of the building.

(f) Janitorial. The Tenant shall provide janitorial services to the Premises.

6. **MAINTENANCE AND REPAIRS**

(a) Landlord's Duties. Notwithstanding any other provisions of this Lease, the Landlord shall repair and maintain the structural portions of the building, including, but not limited to, common areas of the building; the elevator(s), plumbing, HVAC systems (including, but not limited to filters for HVAC), and electrical systems that are installed or furnished by the Landlord throughout the building and the Premises, unless issues to the maintenance and repairs are caused by the gross negligence, or the intentional or willful act of the Tenant, its agents, employees, licensees, or invitees, in which case the Tenant shall pay the Landlord the cost of such maintenance and/or repairs, less the amount of any insurance proceeds received by the Landlord on account thereof. The Landlord shall be solely responsible for any and all damages and repairs caused by the Landlord, and/or its employees, agents and/or vendors. The Landlord shall maintain and keep in good order, condition, and repair the building, including, but not limited to, the roof; foundation; the curtain wall, including any and all glass connections; all exterior doors; exterior locks on exterior doors and windows; ballasts, plumbing, fixtures, the building ventilation system; elevators; the lobby(ies); the corridors; any and all flooring, including any carpeting or tile repair or replacement; electrical closets; interior portions of the building, both above and below grade which are not covered by leases; landscaping; walkways; pathways; sidewalks; and parking lot area. The Landlord shall comply with any and all building and zoning codes, as applicable. The Landlord shall make any and all repairs within a reasonable period following receipt of notice of the need thereof from the Tenant. The Landlord shall also keep in good order, condition, and repair all building equipment used by the Tenant in common with other tenants, and replace the same at the end of such equipment's normal and useful life. In the event that the

Landlord fails to properly or timely maintain and repair the building, the Premises, and/or the Land, the Tenant, unless otherwise described in this Lease, shall have the right, after thirty (30) days' written notice to the Landlord, to make any and all repairs to the building, the Premises, and/or the Land, which the Tenant reasonably believes is necessary to timely and properly operate its business functions, and/or which present a reasonable concern for safety for the Tenant, or any of its agents, vendors, employees, licensees, or invitees, and the cost of such repairs, including materials, labor, and overhead, at Tenant's election may be invoiced to the Landlord, or such amount reduced from the Base Rent until recovered in full. The Landlord shall be liable to Tenant for any injury or interference with Tenant's business arising from the failure of the Landlord to timely and properly make any repairs, alterations, improvements in or to any portion of the building, the Premises, and/or the Land after notice of the need for the same as provided above.

(a.1) Landlord and Tenant agree that the Indoor Air Quality Safe Practices requirements, which are described in detail in "Exhibit A", which is attached hereto, and incorporated herein by this reference, shall be strictly adhered to by the Landlord and Tenant. Should the Landlord, for any reason, fail to adhere to the Indoor Air Quality Safe Practices, for a period of thirty (30) days or more, then the Tenant shall have the right to make any and all necessary repairs or improvements to the Premises and at Tenant's election may be invoiced to the Landlord, or such amount reduced from the Base Rent until recovered in full.

(a.2) In order to minimize any disruption to the Tenant's use of the Premises, the Landlord shall notify the Tenant in advance of any maintenance and/or repairs to be performed in the Premises, and/or which will affect the Premises. Upon receiving the Landlord's notice of pending repairs and/or maintenance, the Tenant shall reasonably consent to such work, and the Landlord shall proceed to construct, improve, repair and/or complete any work that is necessary to properly maintain the Premises. Any and all repairs to the Premises shall, if possible, be performed during non-working hours, to further minimize the impact upon the Tenant, and its employees. Should any of the Premises be unusable to the Tenant, as a result of the Landlord's repairs, the Tenant shall be entitled to rent abatement for the period of time such repairs are undertaken.

(b) Tenant's Duties. The Tenant, at Tenant's sole cost and expense, shall, except for services furnished or otherwise provided by the Landlord, maintain the Premises, and all trade fixtures contained therein ("within the four walls") in a safe, clean, and neat condition, and otherwise in good order and repair (note, standard electrical and plumbing fixtures are not included). The Tenant shall maintain lavatory, toilet, wash basin, kitchen facilities, alarm system, pest control and any supplemental HVAC system (including all plumbing connected to said system installed by or on behalf of the Tenant). Further, the Tenant shall pay for the cost of any repairs to the Premises, the building, or the Land made necessary by any gross negligence or willful misconduct of the Tenant, or any of its agents, vendors, employees, licensees, or invitees. In the event that the Tenant fails to so maintain the Premises in good order, condition, and repair, the Landlord shall give the Tenant thirty (30) days' notice to do such acts as are reasonably required to properly maintain the Premises. In the event that the Tenant fails to properly or timely perform maintenance and repairs in accordance with this section and the Landlord reasonably believes that such work is necessary to timely and properly operate the building, and/or which present a reasonable concern for safety for the Landlord or any of its tenants, agents, vendors, employees, licensees, or invitees, and then the Landlord shall have the right, but shall not be required, to do such acts and expend such funds at the expense of the Tenant. The Landlord's cost for repairs, including materials, labor, and overhead, at the Landlord's election, may be invoiced to the to the Tenant, or added to the Base Rent until recovered from the Tenant in full. Landlord shall have no liability to Tenant for any damage, inconvenience or interference with the use of the Premises by Tenant as a result of performing any such work. In the event of an emergency, Landlord may proceed immediately without providing the opportunity to cure.

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

7. ALTERATIONS AND IMPROVEMENTS

(a) At Tenant's expense, and upon written notice to the Landlord, the Tenant shall have the right, but not the obligation, to cause the Premises to be improved with certain Tenant Improvements to the Premises, as described below in this Section 7(a). The term "**Tenant Improvements**" is the improvements to the Premises that the Tenant shall have the right to perform, at Tenant's expense, as listed below:

- i. Remove the wall facing the front entrance door and replace with waist high counter.
- ii. Remove the temporary wall in the reception area.
- iii. Install window in the current storage area to convert area to a reception area.
- iv. Remove the sink and cabinets, and then provide and install shelves and doors within the former kitchenette area to create a storage area.
- v. Remove pass-through window to interior office and cover area with drywall.
- vi. Remove carpeting, select and install moisture resistant laminate flooring.
- vii. Install a security alarm and access control system (if any), including wiring for such systems.
- viii. Installation of any low voltage wiring leading to work stations that are needed.
- ix. Installation of any and all furniture needed by the Tenant for its occupancy of the Premises.
- x. Installation of any phones, internet systems and wiring, and related services deemed necessary by the Tenant for its occupancy of the Premises.

(b) The Tenant shall have the right to commence the work associated with the Tenant Improvements immediately following the Commencement Date, upon written notice to the Landlord.

(c) Within thirty (30) days from the date of completion of the Tenant Improvements, the Landlord will reimburse the Tenant the amount of Five Thousand Eight Hundred Eighty (\$5,880.00) Dollars, in one (1) lump sum, for the value of replacing the carpet floor. Completion of the Tenant Improvements shall mean the date when all of the renovation aspects regarding the Tenant Improvements to the Premises are completed.

(d) At Landlord's expense, Landlord shall cause the Premises to be improved with certain Landlord Improvements to the Premises within ten (10) days after the completion of the Tenant Improvements to the Premises. The term "Landlord Improvements" are the required improvements to the Premises that the Landlord shall perform, at Landlord's expense, as listed below, to be completed within ten (10) days after the completion of the Tenant Improvements to the Premises. Those Landlord Improvements shall include the following:

- i. Remove and replace all water-stained ceiling tiles.
- ii. Paint all interior walls of the Premises with paint color to be approved by the Tenant.

(e) Except for the Tenant Improvements which are hereby approved by the Landlord, the Tenant shall make no alterations, additions, and/or improvements to the Premises, or any portion thereof, without obtaining the prior written consent of the Landlord. The Tenant shall submit any such request to the Landlord at least thirty (30) days prior to the proposed commencement date of such work. Landlord may impose, as a condition to such consent, such requirements as the Landlord may deem necessary in its reasonable judgment, including the manner in which the work is performed, the times during which the work is to be accomplished, approval of all plans and specifications, and the procurement of all building permits and licenses. Further, the Landlord shall be entitled to post notices on and about the Premises with respect to the Landlord's non-liability for mechanics' liens in connections with alterations or improvements made by the Tenant, and Tenant shall not permit such notices to be defaced or removed. Tenant further agrees not to connect any apparatus, machinery, or device to the building systems, including electric wires, water pipes, fire safety, and HVAC system, without the prior written consent of the Landlord.

(f) All alterations, improvements, and/or additions made by Tenant to the Premises that are affixed and integrated into the Premises shall be deemed a fixture, and thereby a part of the real estate and property of the Landlord, and shall remain upon and be surrendered with the Premises as a part thereof without molestation, disturbance or injury at the end of the term of this Lease, whether by expiration or otherwise, unless the Landlord, by notice given to the Tenant, shall elect to have the Tenant remove all or any such alterations, additions, and/or improvements (excluding non-movable office walls), and in such event, the Tenant shall promptly after the termination of this Lease, remove, at its sole cost and expense, such alterations, improvements, and/or additions, and restore the Premises to the condition in which the Premises was in prior to the making of the same, reasonable wear and tear excepted. Notwithstanding the foregoing, all furniture, moveable partitions, IT communication cabling and wiring, telephones, and other machines and equipment which are installed in the Premises by or for the Tenant, without expense to the Landlord, and can be removed without structural damage to, or defacement of, the building or the Premises, and all furniture, furnishing, equipment and other articles of property owned by the Tenant, and located in or about the Premises (all of which are herein called the "**Tenant's Property**") shall be and remain the property of the Tenant, and may be removed by the Tenant at any time during the term of this Lease. However, if any of the Tenant's Property is removed, Tenant shall repair or pay the cost of repairing any damage to the building, and/or the Premises, resulting from such removal. All additions, improvements, and/or alterations which are to be surrendered with the Premises shall be surrendered with the Premises, as a part thereof, without cost to, or compensation by, the Landlord, at the end of the term of this Lease, or the earlier termination thereof. Tenant may remain in the Premises up to five (5) days after the Termination Date, without the payment of Rent, for the sole purpose of removing Tenant's Property. If Tenant fails to remove any of Tenant's Property after vacating the Premises, beyond the aforementioned five (5) day period, without Landlord's consent, the Landlord, at Tenant's expense, may remove and either dispose of, or store, the Tenant's Property and perform any other required clean-up and/or repairs to the Premises.

Tenant, within sixty (60) days after receipt of an invoice from the Landlord, shall reimburse the Landlord for the reasonable cost incurred by the Landlord for the removal, and disposal or storing of Tenant's Property, and the clean-up and/or repair of the Premises.

(g) If the Landlord permits persons hired, retained, or requested by the Tenant (other than employees of the Tenant) to perform any alterations, improvements, and/or additions to the Premises, then prior to the commencement of such work, the Tenant shall deliver to the Landlord sufficient proof evidencing the appropriate licenses, and insurance as reasonably required by the Landlord. Any and all such insurance shall name the Landlord as an additional insured, and shall provide that the same may not be canceled or modified without thirty (30) days prior written notice to the Landlord.

8. RIGHT OF QUIET ENJOYMENT

(a) If, and so long as, Tenant pays the Rent, and keeps and performs each and every term, covenant, and condition under this Lease, as required by the Tenant to be kept and performed, the Tenant shall quietly enjoy the Premises for the term hereof, and any extension or renewal thereof, without hindrance or molestation by the landlord, or anyone claiming by, through, or under the Landlord, subject to terms, covenants, and conditions of this Lease.

(b) Landlord shall pay any and all taxes and assessments so as not to jeopardize Tenant's use and occupancy of the Premises. The foregoing notwithstanding, the Landlord shall be entitled to contest any tax or assessment which it deems to be improperly levied against the Premises, the building, and/or the Land, so long as the Tenant's use of the Premises is not interfered with throughout the term of this Lease.

(c) Without limiting any of its rights, the Tenant may cancel, or otherwise terminate, this Lease upon thirty (30) days' notice to the Landlord in the event that enjoyment or use of the Premises is prohibited or substantially interfered with by an action or inaction of the Landlord, provided that from the date of receipt of notice from the Tenant to the Landlord, the Landlord shall have fifteen (15) days to cure the prohibition or interference affecting the Tenant's enjoyment or use of the Premises.

9. ASSIGNMENT AND SUBLETTING

(a) The Tenant shall not permit any part of the Premises to be used or occupied by any person(s) other than the Tenant, and its employees, licensees, and invitees. Tenant shall not voluntarily, by operation of law, or otherwise, assign, sublease, transfer, or encumber this Lease, or any interest herein, or part with possession of all or any part of the Premises, without the Landlord's prior written consent, which shall not be unreasonably withheld. Any assignment or sublease without the Landlord's prior written consent, as required herein, shall be void or voidable, at the Landlord's discretion, and may, at Landlord's election, constitute a default hereunder, notwithstanding Landlord's acceptance of rent payments from any purported assignee or sub-tenant.

(b) In the event of any assignment or subletting, not otherwise consented to herein, the Tenant shall remain fully liable for the performance of all of the terms and conditions of this Lease, unless the

Landlord, in writing, consents to the Tenant being released from any further liability or responsibility under this Lease.

(c) Landlord's consent in one instance, and any other act or acts of Landlord or its agents, shall not be deemed to constitute consent to any subsequent assignment or subletting.

10. **LIENS AND INSOLVENCY**

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

11. **EMINENT DOMAIN**

(a) If any part of the Premises, the building, and/or the Land (not resulting in a total taking of the Premises, thereby causing a termination of this Lease) is taken under the power of eminent domain, or similar authority or power, or sold under imminent threat thereof, to any public or quasi-governmental authority or entity, this Lease shall terminate as to the part of the Premises so taken or sold, effective as of the date taking, or the date that delivery of possession is required, by such public or quasi-governmental authority or entity. The Rent for the remainder of the term under this Lease shall be reduced in the proportion that the Tenant's total square footage is reduced by the taking. Further, the Tenant shall be entitled to recover and keep for itself from the public or quasi-governmental authority or entity any amount(s) necessary to compensate the Tenant for any and all damages, losses, and for any other reason attributable as a result of such taking (provided Tenant's award does not reduce Landlord award or attribute any value to the remaining leasehold interest).

(b) If a total taking of the Premises, the building, or the Land occurs, or if a partial taking or the sale of the building, or the Land occurs, and it: (i) results in an inability of the Tenant to use the Premises for the Tenant's intended purpose, as determined by the Tenant; or (ii) renders the building unviable or useless to the Tenant, this Lease shall terminate, with such termination being made effective thirty (30) days after the Tenant receives notice of such taking, or when the taking occurs, whichever is sooner.

(c) All condemnation awards and similar payments shall be paid and belong to the Landlord, except any amounts otherwise described above in this Lease, in addition to any amounts awarded or paid specifically for Tenant's trade fixtures, loss of business, relocation costs, and other benefits that the Tenant is otherwise entitled to receive under the law (provided Tenant's award does not reduce Landlord award or attribute any value to the remaining leasehold interest). Nothing contained herein shall prevent or diminish the Tenant's right to deal on its own behalf with the condemning authority.

12. **ACCESS OR ENTRY BY LANDLORD**

(a) Upon three (3) business days prior written notice to Tenant (except in the event of emergency), the Landlord or Landlord's employees, agents, and/or contractors may enter the Premises at reasonable times for the purpose of inspecting, altering, improving, or repairing the Premises, or other portions of the building, and for ascertaining compliance by Tenant with the provisions of this Lease. During the course of any such inspection, the Landlord, and/or its employees, agents, and/or contractors shall be escorted by an employee of the Tenant throughout the Premises.

(b) Landlord may also show the Premises to prospective purchasers, renters (but with at least forty-eight (48) hours advanced written notice at a mutually agreed time during regular business hours) or lenders during regular business hours, and upon 48 hours prior written notice to Tenant, provided that the Landlord shall not unreasonably interfere with the Tenant's business operations, or with Tenant's use and occupancy of the Leased Premises. During the course of any such showing of the Premises, the Landlord, and/or its prospective purchasers, renters, or lenders shall be escorted by an employee of the Tenant throughout the Premises.

(c) Landlord shall repair, at Landlord's expense, any damage to the Premises resulting from the exercise of the foregoing right of access by Landlord, or any of Landlord's employees, agents and/or contractors.

13. **SIGNAGE**

(a) All signs, symbols, and logos placed on the doors or windows or elsewhere about the Premises, which are visible from outside of the Premises, or upon any other part of the building, including building directories, shall be subject to the approval of the Landlord, which approval shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, the Tenant, at its sole expense, shall be permitted to place its logo, and/or shield, and/or flag on or about the Premises, building, and/or pylon sign without such being altered, changed, revised, and/or modified by the Landlord.

(b) The Tenant shall be entitled to have its name displayed on any and all existing building directories, if any, and any outdoor monument sign, if any, at the Tenant's' sole cost and expense.

14. **INSURANCE**

(a) Landlord's Insurance. The Landlord will, during the term of this Lease, at its sole cost and expense, carry fire, and extended coverage insurance on the Premises and the building to the full replacement value.

(b) Tenant's Insurance. The Tenant is self-insured.

15. **INDEMNIFICATION**

(a) To the fullest extent permitted by law, the Landlord hereby agrees to indemnify, hold harmless, and defend the Tenant, its employees, agents, contractors, licensees and invitees from and against any and all claims, actions, damages, liabilities, and expenses, including, but not limited to, judgments, settlement payments, fines paid, incurred or suffered by the Tenant in connection with any loss of life, personal injury and/or damage to property, arising from, or out of, the occupancy or use by the Tenant of the Premises, as a result of any act or inaction by the Landlord, its employees, agents contractors, and/or licensees. However, nothing herein shall be deemed to indemnify the Tenant from any liability or claim arising out of the negligent performance or failure of performance of the Tenant, its employees, agents, contractors, licensees.

Tenant does hereby agree to indemnify and hold harmless the Landlord, its employees, agents, contractors, licensees and invitees, to the extent of and within the limitations of Section 768.28, Florida Statutes, subject to the provision of that Statute whereby the Tenant shall not be held liable to pay a personal injury or property damage claim or judgement by any one person which exceeds the sum of \$200,000, or any claim or judgements or portions thereof, which, when totaled with all other occurrence, exceeds the sum of \$300,000 from and against any and all claims, actions, damages, liabilities and expenses, including but not limited to, judgements, settlement payments, fines paid, incurred or suffered by Landlord in connection with any loss of life, personal injury and/or damage to property, claims, liabilities, losses or causes of action which may arise solely as a result of the negligence of the Tenant . However, nothing herein shall be deemed to indemnify the Landlord from any liability or claim arising out of the negligent performance or failure of performance of the Landlord, its employees, agents, contractors, or licensees.

(b) If the Tenant's use and occupancy is materially interfered with as a result of any act or inaction by the Landlord, its employees, agents, contractors, licensees, and/or invitees, then, in addition to any other remedy, the Tenant shall be entitled to an abatement of the Rent.

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

16. HAZARDOUS MATERIALS

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

(b) The term "Hazardous Materials" shall mean any substance, material, waste, gas, or particulate matter which at the time of the execution of this Lease of any time thereafter is regulated by any local governmental authority, the State of Florida, and/or the United States Government, including, but not

limited to, any material or substance which is: (i) defined as a "hazardous material", "hazardous substance", "extremely hazardous waste", or "restricted hazardous waste" under any provision of the State of Florida and/or the United States Government; (ii) petroleum; (iii) asbestos; (iv) polychlorinated biphenyl; (v) radioactive material; (vi) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C., Section 1251, et seq. (33 U.S.C., Section 1371); (vii) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C., Section 6901 et seq (42 U.S.C., Section 6903); (viii) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act 42 U.S.C., Section 9601 et seq. (42 U.S.C. Section 9601).

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

17. **DESTRUCTION OF, OR DAMAGE TO, THE PREMISES**

If the Premises, or any part thereof, or any appurtenance thereto, is so damaged by fire, casualty or structural defects, such damage or defects not being the result of any act of negligence by Tenant, or by any of Tenant's agents, employees, vendors, or invitees, that the same cannot be used for Tenant's purposes, then Tenant shall have the right at any time within ninety (90) days following damage to the Premises to elect by notice to Landlord to terminate this Lease as of the date of such notice. In the event of minor damage is sustained to any part of the Premises, and if such damage does not render the Premises unusable for Tenant's purposes, Landlord shall promptly repair such damage at the cost of the Landlord. In making the repairs called for in this paragraph, Landlord shall not be liable for any delays resulting from *force majeure*. Tenant shall be relieved from paying rent and other charges during any portion of the Lease term that the Premises uninhabitable, inoperable, or otherwise unfit for occupancy, or use, in whole or in part, for Tenant's purposes. Rent payments and other charges paid in advance for any such periods shall be credited on the next ensuing payments, if any, but if no further payments are to be made, any additional or remaining advance payments shall be refunded to Tenant. The provisions of this paragraph extend not only to the matters aforesaid, but also to any occurrence which is beyond Tenant's reasonable control and which renders the Premises, or any appurtenance thereto, uninhabitable, inoperable or otherwise unfit for occupancy or use, in whole or in part, for Tenant's purposes.

18. **TENANT'S DEFAULT AND REMEDIES**

(a) It shall be an "Event of Default" if: (i) Tenant fails to pay Rent, or any other charges, when such payment by Tenant is due hereunder, and such failure continues for thirty (30) days after receipt of written notice thereof was made to Tenant by the Landlord; (ii) Tenant violates or fails to perform any of the other conditions, covenants, or agreements under this Lease, and such violation or failure continues for thirty (30) calendar days after written notice thereof to Tenant by Landlord, or if such default cannot be cured within such thirty (30) day period, then if the Tenant commences to cure the default within the thirty (30) day period, but fails to proceed diligently and fully cure the default within ninety (90) days; (iii) Tenant makes

a general assignment for the benefit of creditors, or files a petition for bankruptcy, or other reorganization, liquidation, dissolution, or similar relief; (iv) a proceeding is filed against the Tenant seeking bankruptcy, reorganization, liquidation, dissolution, or similar relief, which would have a direct impact upon this Lease, and which is not dismissed within one hundred twenty (120) calendar days; (v) a trustee, receiver, or liquidator is appointed by a court of competent jurisdiction, for the Tenant, or a substantial part of its property and/or assets; (vi) Tenant's interest under this Lease is taken upon execution or by other process of law directed against the Tenant; (vii) Tenant mortgages, assigns (except as expressly permitted in this Lease), or otherwise encumbers Tenant's interest under this Lease.

(b) If an Event of Default occurs, the Landlord may: (i) without obligation to do so, and without releasing the Tenant from any obligation under this Lease, make any payment or take any action the Landlord may deem necessary or desirable to cure such Event of Default, and the reasonable cost thereof shall be reimbursed by the Tenant to the Landlord within thirty (30) business days from Tenant's receipt of Landlord's written demand for reimbursement (such demand for reimbursement shall contain all supporting documentation, including, but not limited to invoices, cancelled checks, releases, photographs, and other evidence establishing that the work was completed and properly paid for by the Landlord); (ii) terminate this Lease by thirty (30) calendar days written notice to Tenant; (iii) with or without terminating this Lease, after legal proceedings, retake possession of the Premises, and remove Tenant's personal property from the Premises, and storage such in a reasonable manner, at Tenant's expense, all without being liable for trespass; and (iv) exercise any other legal remedy permitted by law after adjudication by a court of competent jurisdiction, on account of such Event of Default. All remedies of Landlord under this Lease shall be cumulative, and the exercise of any such remedies shall not prevent the concurrent or subsequent exercise of any other remedy.

(c) If the Landlord elects to take possession without terminating this Lease, then such repossession shall not relieve the Tenant of its obligations and liabilities under this Lease, all of which shall survive such repossession. In the event of such repossession, the Tenant shall pay to the Landlord, as Rent, all Rent which would be payable hereunder if such repossession had not occurred, less the net proceeds, if any, of any reletting of the Premises, after deducting the Landlord's expenses in connection with such reletting, and rental concessions. Tenant shall pay such Rent to the Landlord on the days on which such Rent would have been payable hereunder if possession had not been retaken.

19. LANDLORD'S DEFAULT AND REMEDIES

(a) Except as otherwise specified in this Lease, if the Landlord defaults in the performance of any term, condition, and/or covenant hereof, and such default continues for thirty (30) days after receipt of notice from the Tenant, or if the default cannot be reasonably cured within thirty (30) days then for a reasonable period of time thereafter up to a maximum of ninety (90) days, then the Tenant may, at its option, but subject to the other terms, condition, and covenants of this Lease, terminate this Lease upon sixty (60) days prior written notice to the Landlord. Further, Tenant also reserves the right, at its option, to cure any of the Landlord's defaults, after written notice to the Landlord, and the Landlord shall immediately (within thirty (30) calendar days) reimburse the Tenant for all costs and expenses, including, but not limited to

labor and materials, or alterations, the Tenant shall be permitted to deduct the amount for such work from the Rent.

(b) Notwithstanding anything else set forth in this Lease, in the event the Landlord defaults on any of the terms, conditions, and/or covenants of this Lease, the Tenant shall be entitled to pursue any and all remedies available to the Tenant at law, or in equity, including, but not limited to the right of Specific Performance.

20. **ATTORNEYS' FEES**

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

21. **CANCELLATION**

Separate and apart from any other rights granted to the Tenant to cancel or otherwise terminate this Lease, the Tenant shall have the right, at any time, without cause, to terminate this Lease by giving the Landlord at least ninety (90) days' advanced written notice of such cancellation. Upon such cancellation, this Lease shall terminate as though the cancellation date were the date originally fixed as the end of the term of this Lease.

22. **TENANT'S SUBORDINATION TO MORTGAGE**

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

23. **CONDITION OF PREMISES AT TERMINATION**

(a) Upon the expiration or earlier termination of this Lease, the Tenant will quit and surrender the Premises in good order and repair, with reasonable wear and tear excepted. The Premises shall be left by the Tenant in broom swept condition. However, the Tenant shall not be obligated to repair any damage, which the Landlord is required to repair. Any and all fixtures, window treatments, keypads, and keys, at the expiration or earlier termination of this Lease, shall revert back to the Landlord.

(b) Subject to the terms of this Lease, if the Tenant, after the commencement of this Lease installed any shelving, lighting, communication cabling, supplemental HVAC systems, portable partitions, and/or any trade fixtures; and/or if the Tenant installed any signs, or other standard identification of the Tenant, then, any item, property, or fixture so installed shall be and remain the property of the Tenant, which the Tenant may remove at the expiration or early termination of this Lease, provided that in such removal the Tenant shall repair any and all damage occasioned to the Premises, in a good and workman-like manner. The Tenant shall not remove any fixtures, equipment, and/or additions which are normally considered in the real estate industry to be affixed to realty such as, but not limited to, electrical conduit and wiring, panel or circuit boxes, terminal boxes, central HVAC, duct work, and plumbing fixtures.

24. NOTICES

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

To Tenant:	Internal Services Department 111 N.W. First Street, Suite 2460 Miami, Florida 33128 Attention: Director
with a copy to:	County Attorney's Office 111 N.W. First Street, 28 th Floor Miami, Florida 33128
To Landlord:	EL Edificio, LLC 1490 West 68 Street #204 Hialeah, Florida 33014
With a copy to:	Daniel Martinez, Esq. 1490 West 68 Street, Suite 103 Hialeah, Florida 33014

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

25. **LANDLORD'S REPRESENTATIONS AND COVENANTS.**

Landlord hereby represents and covenants to Tenant that:

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

(b) Landlord is the fee simple owner of the Premises, and Landlord will deliver the leasehold hereunder and exclusive possession of the Premises to the Tenant free and clear of any and all tenancies and occupancies of every nature whatsoever, whether by the Landlord, or otherwise, and subject only to the rights reserved herein to Landlord.

(c) Landlord will keep the Premises, the land, and the building, free and clear of any and all liens on account of any construction, repair, alternation, improvements, and/or taxes. Landlord shall keep any and all mortgage payments current and in good standing.

(d) Landlord represents and covenants as of the commencement of this Lease, the Premises will not be in violation of any federal, state, county, and municipal laws and regulations, including, but not limited to any building code, environmental regulation, or other government ordinance or law. Landlord further represents and covenants that it has not received any notice of any such violation.

(e) Landlord hereby represents and covenants that the Premises now conforms to, or that prior to Tenant's occupancy in the Premises, that the Premises shall, at the Landlord's sole cost and expense, be brought into conformance with the requirements of Section 553.501, et seq., *Florida Statutes*, regarding "Florida Americans with Disabilities Accessibility Implementation Act", providing requirements for the physically handicapped.

(f) Landlord hereby grants the Tenant an easement for ingress/egress, access, parking, and for driveway purposes, for the Premises.

(g) Landlord hereby represents and covenants to the Tenant that the drinking (faucet) water at the Premises, and otherwise in the building is available, and it is free of all contaminants and harmful chemicals at the time of the Tenants' occupancy.

(h) Landlord represents and covenants that there are no vermin, insects, or pests of any kind or nature within the Premises, and/or in the building. Should the Tenant find evidence of anything to

the contrary, the Tenant shall rectify the situation by employing a pest exterminator. Furthermore, if any termites are found on the Premises, it is the responsibility of the Landlord to remediate such pests.

26. **TENANT'S REPRESENTATIONS AND COVENANTS**

Tenant hereby represents and covenants to the Landlord the following:

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

(b) Tenant understands that it has the right, at its sole cost and expenses, to continue, or otherwise install, a burglar alarm system for its benefit, and to install an antenna, cellular or booster system within the Premises, or within the building, to provide better cellular telephone reception primarily for the Tenant, and its employees.

27. **FORCE MAJEURE**

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

28. **RADON GAS**

Radon gas is a naturally occurring radioactive gas that when it has accumulated in a building or structure in sufficient quantities may present health risks to persons who are exposed to it over time. Levels of radon gas that exceed federal and state guidelines have been found in buildings in Florida. The Tenant hereby acknowledges that additional information regarding radon gas, and radon testing, may be obtained from the county health department.

29. **BUILDING RULES, REGULATIONS & RESTRICTIONS**

Tenant will comply with the rules, regulations and restrictions of the building, and will cause all of its agents, employees, invitees and visitors to do so; and all changes to such rules will be sent by Landlord to Tenant in writing at least sixty (60) days before such rules are implemented.

30. **MISCELLANEOUS**

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

B.) Captions. The article headings and captions of this Lease are for convenience and reference only and in no way define, limit or describe the scope or intent of this Lease nor in any way affect this Lease.

C.) Relationship of Parties. This Lease does not create the relationship of principal and agent, or of mortgagee and mortgagor, or a partnership, or a joint venture, or of any association between Landlord and Tenant, the sole relationship between Landlord and Tenant being that of landlord and tenant, or lessor and lessee.

D.) Recording. A Memorandum of this Lease, or a full copy hereof, may be recorded by either party among the Public Records of Miami-Dade County, Florida, at the sole cost of the party filing the document. Further, the Tenant shall file a copy of this Lease with the Miami-Dade County Clerk of the Board of County Commissioners.

E.) Construction. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the party or parties may require. The parties hereby acknowledge and agree that each was properly represented by counsel and this Lease was negotiated and drafted at arm's length so that the judicial rule of construction to the effect that a legal document shall be construed against the draftsman shall be inapplicable to this Lease which has been drafted by counsel for both Landlord and Tenant.

F.) Entire Agreement. It is expressly understood and agreed that this Lease contains all of the terms, covenants, conditions, and agreements between the parties hereto relating to the subject matter of

this Lease, and that no prior agreements, contracts, or understandings, either oral or written, pertaining to the same shall be valid or of any force and/or effect. This Lease contains the entire agreement between the parties hereto, and shall not be amended, modified, or changed in any manner except by a written instrument, which is approved by the Board of County Commissioners, and signed by the County Mayor, or the County Mayor's designee.

G.) Performance. As otherwise described in this Lease if there is a default with respect to any of Landlord's covenants, warranties, obligations, or representations under this Lease, and if the default continues more than thirty (30) days after notice in writing from Tenant to Landlord specifying the default, Tenant may, at its option and without affecting any other remedy hereunder, cure such default and deduct the cost thereof from the next accruing installment or installments of Rent payable hereunder until Tenant shall have been fully reimbursed for such expenditures.. If this Lease terminates prior to Tenant's receiving full reimbursement, Landlord shall pay the un-reimbursed balance to Tenant on demand.

H.) Successors and Assigns. The terms herein contained shall bind and inure to the benefit of Landlord, its successors and assigns, and to the Tenant, its successors and assigns (including any subtenants or assignees as appropriate and applicable), except as may be otherwise provided herein.

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

J.) Days. Any mention in this Lease of a period of days for performance, unless otherwise described herein, shall mean calendar days.

K.) Waiver. Any waiver on behalf of any party shall be evidenced in writing. Landlord or Tenant's failure to take advantage of any default hereunder, or breach of any term, covenant, condition, or agreement of this Lease on the part of the Landlord or Tenant to be performed shall not be (or be construed to be) a waiver thereof. Likewise, the parties further agree that any custom or practice that may grow between the parties in the course of administering this Lease cannot be construed to waive or to lessen the right of the Landlord or Tenant to insist upon the complete performance by the Landlord or the Tenant of any term, covenant, condition, or agreement hereof, or to prevent the exercise any rights given by either of them on account of any such custom or practice. Waiver of a particular default under this Lease, or waiver of any breach of any term, condition, covenant, or agreement of this Lease, or any leniency shown by the Landlord

or the Tenant in respect thereto, shall not be construed as, or constitute a waiver of any other or subsequent defaults under this Lease, or a waiver of the right of either party to proceed against the other party for the same or any other subsequent default under, or breach of any other term, covenant, condition, or agreement of this Lease.

L.) Exhibit and Schedules. Each and every Exhibit and/or Schedule referred to in this Lease is incorporated herein by reference. The Exhibits and Schedules, even if not physically attached, shall still be treated as if they were part of the Lease.

M.) Time is of the Essence. Time is of the essence with regards to all of the terms, conditions, and covenants of this Lease.

N.) Venue, Conflict of Laws, and Jurisdiction. The parties hereby acknowledge and agree that venue shall be in Miami-Dade County, Florida. The laws of the State of Florida shall govern the interpretation, validity, performance, and enforcement of this Lease.

O.) Brokers. Landlord and Tenant hereby represent and agree that no real estate broker or other person is entitled to claim a commission as a result of the execution and delivery of this Lease.

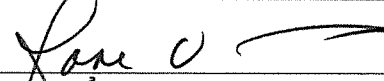
[THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK]
[ONLY THE SIGNATURE PAGE REMAINS]

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

Signed in the presence of:

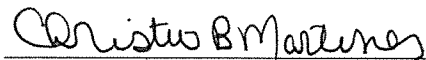


Print Name: DANIEL MARTINEZ



Print Name: JOSE O. DIAZ

LANDLORD
EL EDIFICIO, LLC
a Florida limited liability company

By: 
Name: CHRISTINA B. MARTINEZ
Title: MANAGING MEMBER

Signed in the presence of:

Print Name: _____

Print Name: _____

TENANT
MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

By: _____

Name: Daniella Levine Cava

Title: Mayor

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

(OFFICIAL SEAL)

ATTEST:
HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

EXHIBIT A

INDOOR AIR QUALITY SAFE PRACTICES

It is the policy of the Miami Dade County, Internal Services Department that landlord provide the tenants of a lease facility with a healthy working environment. The landlord is responsible for establishing and implementing a written Indoor Air Quality Program (IAQP). This program will indicate all necessary measures to prevent degradation of EQP within a lease facility.

Controlling indoor air quality involves integrating three main strategies:

1. Manage the sources of pollutants either by removing them from the building or isolating them from people through physical barriers, air pressure relationships, or by controlling the timing of their use.
2. Dilute pollutants and remove them from the building through ventilation.
3. Use filtration to clean the air of pollutants.

One important goal of an indoor air quality program is to minimize people's exposure to pollutants from these sources. Maintaining good indoor air quality requires attention to the building's heating, ventilation, and air conditioning (HVAC) system; the design and layout of the space; and pollutant source management.

Because of the HVAC system's importance, good indoor air quality management includes attention to:

- **Ventilation system design.** The air delivery capacity of an HVAC system is based in part on the projected number of people and amount of equipment in a building. The delivery of sufficient quantities of outdoor air to a building's occupied spaces can be considered the most important requirement for achieving good IAQ.
- **Outside air supply.** Adequate supply of outside air, typically delivered through the HVAC system, is necessary in any office environment.
- **Outdoor air quality.** When present, outdoor air pollutants such as carbon monoxide, pollen, and dust may affect indoor conditions when outside air is taken into the building's ventilation system.
- **Space planning.** The use and placement of furniture and equipment may affect the delivery of air to an occupied space.
- **Equipment maintenance.** Diligent maintenance of HVAC equipment is essential for the adequate delivery and quality of building air.
- **Controlling other pollutant pathways.** Pollutants can spread throughout a building by moving through stairwells, elevator shafts, wall spaces, and utility chases.

During the installation of materials (*in either the tenant's space or areas served by the tenant's HVAC system*) with the potential to emit Volatile Organic Compound (VOC) (*including carpets, adhesives,*

caulks, sealants, paints, insulations and office work station partitions), the HVAC system shall be operated with no recirculation or air (weather permitting).

This can be achieved either with 100 percent outside air or by using only the supply air fans and ducts; exhaust is to be provided through windows (if operable). This reduces contamination of return air ducts, plenums, and insulation materials. If operable windows are not present, temporary openings shall be provided by the removal of window glass. Consideration shall be given to the use of exhaust fans to pull exhaust air from deep interior locations. Stair towers and other paths to the exterior are useful for exhausting air from the building during temporary ventilation. Any temporary systems must comply with applicable life and safety codes. This construction related ventilation shall be operated for 24 hours a day and shall persist for one week after the installation of the carpets or other remodeling activity.

The landlord is responsible for operating the building HVAC systems so that the occupied areas of the building are maintained at a slight positive pressure typically (0.01-0.05 of water column) with respect to the outdoors.

The space provided for the tenant has been designed to be capable of providing adequate ventilation air to meet ASHRAE Std. 62.1-2016. Guidelines for office type environments specify a maximum density of seven people per 90 square meters (1000 sq. feet), a maximum of one personal computer per person and a maximum of 21 watts per square meter (2 watts per square foot). If tenant needs exceed the office HVAC design capacities, it is the responsibility of the tenant to notify the owner such that appropriate action can be undertaken. The cost of the installation of additional cooling or ventilation capacity if needed can be negotiated.

The space provided for the tenant has been designed to be capable of providing adequate ventilation air to meet ASHRAE Std. 62.1-2016. Installation of large or high use photocopying machines, kitchen/vending equipment, or several large computer work stations may exceed the HVAC design capacity and may necessitate the installation of a direct coupled exhaust or additional cooling capacity. If tenant needs exceed the office HVAC design capacities, it is the responsibility of the tenant to notify the owner such that appropriate action can be undertaken. The cost of the installation of additional cooling or ventilation (exhaust) capacity if needed may be negotiated.

The operative temperature is recommended to range in which, theoretically, at least 90% of occupants wearing light clothing during primarily sedentary activity will find the environment thermally acceptable is between 67.5 to 80 degrees Fahrenheit according to the American Society of Heating, Refrigeration and Air-Conditioning Engineers (ASHRAE). The relative humidity is recommended to be below 60% level by the OSHA IAQ Technical Manual and NIOSH to prevent the growth of mold/mildew. According with ASHRAE recommended acceptable Carbon Dioxide levels range of below 1000 ppm and Carbon Monoxide levels within acceptable limits of below 10 ppm for occupant comfort.

Suggested Ranges of Temperature and Relative Humidity During Summer and Winter		
(Assumes typical summer and winter clothing at light/sedentary activity levels)		
Relative Humidity	Winter Temperature	Summer Temperature
30%	68.5°F-75.5°F	74.0°F-80.0°F

40%	68.0°F-75.0°F	73.5°F-80.0°F
50%	68.0°F-74.5°F	73.0°F-79.0°F
60%	67.5°F-74.0°F	73.0°F-78.5°F

ASHRAE standards establish consensus for test methods and performance criteria. These include voluntary consensus standards for Method of Measurement or Test, Standard Design and Standard Practice. Consensus standards define minimum values or acceptable performance. ASHRAE is accredited by the American National Standards Institute (ANSI) and follows ANSI's requirements for due process and standards development.