

# MEMORANDUM

Agenda Item No. 8(F)(1)

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**TO:** Honorable Chairman Jose "Pepe" Diaz  
and Members, Board of County Commissioners

**DATE:** January 20, 2021

**FROM:** Geri Bonzon-Keenan  
Successor County Attorney

**SUBJECT:** Resolution approving terms of and authorizing execution by the County Mayor of a Lease Agreement between the County and SPI Sunset, LLC, a Florida Limited Liability Company, for premises located at 10855 SW 72 Street, Bays 13 and 14, Miami, Florida, to be utilized by the Miami-Dade Public Library System for library and office space with total fiscal impact to the County estimated to be \$1,845,301.27 for a term of five years with two, five year renewal option periods; and authorizing the County Mayor to exercise any and all other rights conferred therein

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The accompanying resolution was prepared by the Internal Services Department and placed on the agenda at the request of Prime Sponsor Senator Javier D. Souto.




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Geri Bonzon-Keenan  
Successor County Attorney

GBK/uw

**Date:** January 20, 2021

**To:** Honorable Chairman Jose "Pepe" Diaz  
and Members, Board of County Commissioners

**From:** Daniella Levine Cava  
Mayor 

**Subject:** Lease Agreement between Miami-Dade County and SPI Sunset, LLC, for Property Located at 10855 SW 72 Street, Bays 13 and 14, Miami, Florida  
Lease No. 30-4030-065-0030

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## **Recommendation**

It is recommended that the Board of County Commissioners (Board) authorize execution of the Lease Agreement (Lease) between Miami-Dade County (County) and SPI Sunset, LLC (Landlord), a Florida Limited Liability Company, for the use of property located at 10855 SW 72 Street, Bays 13 and 14, Miami, Florida (Property). Miami-Dade Public Library System has been in this space since 2007 for the purposes of providing services as the Sunset Branch Library. More specifically, the resolution does the following:

- Authorizes the lease of approximately 2,950 square feet of air-conditioned office space, located in Sunset Strip Plaza, to include Bays 13 and 14 together with off-street parking in common with other tenants; and
- Authorizes a lease term of five years, with two, five-year options to renew.

The Lease becomes effective on the first day of the next month following the effective date of the resolution approving the Lease.

## **Scope**

The Property is in Commission District 10, which is represented by Commissioner Javier D. Souto. Written notice of the Lease was provided to the District Commissioner.

## **Fiscal Impact/Funding Source**

The fiscal impact to the County for the initial year of the Lease is estimated to be \$100,957.93, which is comprised of base rent in the amount of \$76,365.72, which is (approximately \$25.89 per square foot) and a \$3,818.29 lease management fee that shall be paid to the Internal Services Department for administration of the Lease. The lease management fee is equal to five percent of the base rent. The County is also responsible to pay all charges for electrical and telephone services to the Property, and its proportionate share of common area maintenance expenses, which are estimated to be \$20,773.92. The Landlord is responsible for water and waste disposal services and the maintenance of the building, common area, structural elements of the building, plumbing, electrical lines, fixtures and equipment, fire equipment, heating, ventilation, and air conditioning (HVAC) system, and trash disposal services, maintenance of parking lot and landscaping. The total fiscal impact for the lease term of five years, and two five-year optional renewal periods is estimated to be \$1,845,301.27. The funding source is the Library District.

The County currently pays \$25.13 per square foot annually.

The Internal Services Department has conducted an in-house survey of the comparable rental values in the area of the property to determine the subject property's market rental value. The findings are provided below.

9171 South Dixie Highway, Miami, Florida – \$35.00 per square foot on an annual basis. Tenant is responsible for all operating costs and expenses.

9260 Sunset Drive, Miami, Florida – \$29.00 per square foot on an annual basis. Tenant is responsible for all operating costs and expenses.

9350 South Dixie Highway, Miami, Florida – \$38.00 per square foot on an annual basis. Tenant is responsible for all operating costs and expenses.

**Track Record/County Monitor**

The County has no record of negative performance issues with the Landlord. Aileen Leon of the Internal Services Department is the Lease Monitor. Leo Gomez, Assistant Director, is the contact for the Miami-Dade Public Library System.

The company's principal representative is Michael D. Friedman, Manager

**Delegated Authority**

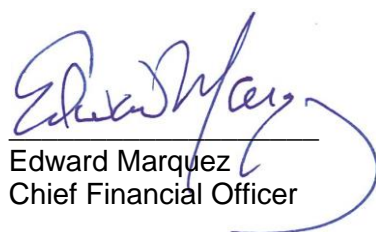
This item authorizes the County Mayor or the County Mayor's designee to execute the attached Lease, and to exercise all other rights conferred therein.

**Background**

On June 21, 2005, through Resolution No. R-748-05, the Board approved a Lease for a term of five years with one, five-year renewal option period. On February 14, 2014, in an effort to lessen the fiscal impact to the fiscal budget of the Public Library System, the Board approved Resolution No. R-102-14, which retroactively reduced the annual rent on eight libraries, including the rent paid by the County for this library. On October 1, 2013, the rent for this property was reduced from \$67,849.92 to \$50,887.00, for a period of one year, ending on September 30, 2014. Resolution No. R-102-14 also modified the Property address to reflect a move to Bays 13 and 14 from Suites 21 and 22, as reflected in the original Lease.

The Lease Agreement expired on September 30, 2017, and the County remains in occupancy of the Property through the holdover provision. Negotiations with the Landlord became protracted in an effort to add terms to the benefit of the County. The Landlord agreed to make various repairs to the Property, which include the installation of new flooring throughout the Premises, and the repair or replacement of the HVAC system. The holdover rate was equivalent to 100% of the monthly rent in effect prior to the expiration date, therefore the County has not paid any increase in the rental rate during the holdover period. New procedures in ISD have been implemented to ensure that all Lease Agreements are managed in a more timely manner.

The County shall have the right, at any time, without cause, to terminate the Lease by providing the Landlord with at least 90 calendar days' advanced written notice.


  
Edward Marquez  
Chief Financial Officer



**MEMORANDUM**  
(Revised)

**TO:** Honorable Chairman Jose "Pepe" Diaz and  
Members, Board of County Commissioners

**DATE:** January 20, 2021

**FROM:**   
Gen. Bonzon-Keenan  
Successor County Attorney

**SUBJECT:** Agenda Item No. 8(F)(1)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Statement of social equity required
- Ordinance creating a new board requires detailed County Mayor's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's present \_\_\_\_, 2/3 membership \_\_\_\_, 3/5's \_\_\_\_, unanimous \_\_\_\_, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) \_\_\_\_, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) \_\_\_\_, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) \_\_\_\_ ) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No. 8(F)(1)  
1-20-21

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

RESOLUTION APPROVING TERMS OF AND AUTHORIZING EXECUTION BY THE COUNTY MAYOR, OR THE COUNTY MAYOR'S DESIGNEE, OF A LEASE AGREEMENT BETWEEN THE COUNTY AND SPI SUNSET, LLC, A FLORIDA LIMITED LIABILITY COMPANY, FOR PREMISES LOCATED AT 10855 SW 72 STREET, BAYS 13 AND 14, MIAMI, FLORIDA, TO BE UTILIZED BY THE MIAMI-DADE PUBLIC LIBRARY SYSTEM FOR LIBRARY AND OFFICE SPACE WITH TOTAL FISCAL IMPACT TO THE COUNTY ESTIMATED TO BE \$1,845,301.27 FOR A TERM OF FIVE YEARS WITH TWO, FIVE YEAR RENEWAL OPTION PERIODS; AND AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXERCISE ANY AND ALL OTHER RIGHTS CONFERRED THEREIN

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

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that this Board hereby incorporates the foregoing recital and approves the Lease Agreement between Miami-Dade County and SPI Sunset, LLC, a Florida Limited Liability Company, for premises located at 10855 SW 72 Street, Bays 13 and 14, Miami, Florida (Folio No: 30-4030-065-0030), to be utilized by the Miami-Dade Public Library System for a library, with a total fiscal impact to the County estimated to be \$1,845,301.27, for the initial lease term of five years, with two, five year renewal option periods in substantially the form attached hereto and made a part hereof, authorizes the County Mayor or the County Mayor's designee to execute the lease agreement for and on behalf of Miami-Dade County, and authorizes the County Mayor or the County Mayor's designee to exercise any and all other rights conferred therein.

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

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

The Chairperson thereupon declared this resolution duly passed and adopted this 20<sup>th</sup> day of January, 2021. 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.

Michael J. Mastrucci

## LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease"), is being entered into and made effective this 1st day of , 2019 ("Effective Date") between SPI Sunset, LLC, a Florida Limited Liability Company ("Landlord"), and Miami-Dade County, a political subdivision of the State of Florida ("Tenant"), by which the Landlord does this day lease unto Tenant, and Tenant does hereby lease from Landlord, the real property consisting of approximately (2,950) square feet of air-conditioned and heated storefront space, located at 10855 S.W. 72<sup>nd</sup> Street, Bays 13 and 14, Miami, Florida 33173 (Folio Number: 30-4030-065-0030), as shown in the attached Exhibit A ("Premises"), for the initial term of five (5) years, with two (2) five (5) year renewal periods, so long as Tenant and Landlord, at all times, remain in compliance with this Lease.

### 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:

<b>A. TENANT:</b>	Miami-Dade County, a political subdivision of the State of Florida
<b>B. TENANT'S ADDRESS:</b>	111 N.W. First Street, Suite 2460, Miami, Florida 33128
<b>C. LANDLORD:</b>	SPI Sunset, LLC, a Florida Limited Liability Company
<b>D. PRESENT NOTICE AND RENT PAYMENT MAILING ADDRESS OF LANDLORD:</b>	SPI Sunset, LLC c/o CF Properties Corp. 6625 Miami Lakes Drive, #340 Miami Lakes, Florida 33014  All payments due hereunder, including, but not limited to, Rent should be made payable to the Landlord as identified here in this Section.
<b>E. PROPERTY LOCATION ADDRESS AND FOLIO NUMBER:</b>	Sunset Strip Plaza 10855 S.W. 72 <sup>nd</sup> Street, Bays 13 and 14 Miami, Florida 33173  Folio Number: 30-4030-065-0030
<b>F. PREMISES:</b>	Approximately 2,950 square feet of air-conditioned and heated storefront office space located at the Sunset Strip Plaza, 10855 S.W. 72 <sup>nd</sup> Street, Bays 13 and 14, Miami, Florida 33173, together with on-site parking, in common with other tenants. The shopping center contains approximately 81,779 leasable square feet.
<b>G. TERM:</b>	The initial term of this Lease is for five (5) years, commencing on the Effective Date and expiring five (5) years thereafter, on the Expiration Date.
<b>H. OPTION TO RENEW:</b>	Tenant shall have two (2) five (5) year options to renew this Lease in accordance with the terms contained herein, the options to renew shall hereinafter be referred to as the "Option Period."
<b>I. EFFECTIVE DATE:</b>	This "Effective Date" shall be the first day of the month following ten (10) days after the date of its adoption by the Miami-Dade County Board of County Commissioners, unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by the Miami-Dade County Board of County Commissioners. The date on which this Lease becomes effective as provided herein is called the "Effective Date," and expiring five (5) years thereafter, (the "Expiration Date").

**J. RENT SCHEDULE:**

The Tenant shall pay the Landlord the amount of \$6,363.81 per month for Rent, for the initial year of this Lease. Rent will be increased annually by approximately three (3%) percent as shown below:

**Initial Term:**

<b>Lease Year</b>	<b>Annual Rent</b>	<b>Monthly Rent</b>
Year 1	\$76,365.72	\$6,363.81
Year 2	\$78,656.64	\$6,554.72
Year 3	\$81,016.32	\$6,751.36
Year 4	\$83,446.80	\$6,953.90
Year 5	\$85,950.24	\$7,162.52

**First Renewal Option Period:**

<b>Lease Year</b>	<b>Annual Rent</b>	<b>Monthly Rent</b>
Year 6	\$88,528.80	\$7,377.40
Year 7	\$91,184.64	\$7,598.72
Year 8	\$93,920.16	\$7,826.68
Year 9	\$96,737.76	\$8,061.48
Year 10	\$99,639.84	\$8,303.32

**Second Renewal Option Period:**

<b>Lease Year</b>	<b>Annual Rent</b>	<b>Monthly Rent</b>
Year 11	\$102,629.04	\$8,552.42
Year 12	\$105,708.00	\$8,809.00
Year 13	\$108,879.24	\$9,073.27
Year 14	\$112,145.52	\$9,345.46
Year 15	\$115,509.96	\$9,625.83



<b>K. RENT COMMENCEMENT DATE:</b>	Commencement of the Rent shall begin on the Effective Date, and then be paid monthly by the Tenant, on the first day of each month during the term of this Lease.
<b>L. ADDITIONAL RENT:</b>	Tenant shall reimburse the Landlord for the first year of this Lease, the monthly amount of \$1,178.00 for its pro-rata share of the cost and expenses associated with the exterior of the leased Premises, specifically for common area maintenance, including security services, electricity, water and sewer charges, janitorial maintenance, waste and trash disposal services, insurance, and real estate taxes. The Landlord following the end of each year shall provide an end of year reconciliation along with any and all supporting documentation of all the expenses and paid bills as further described in Section 7 of this Lease.
<b>M. FLORIDA SALES TAX:</b>	At the present time, there is no sales tax on the Rent under Section 212.031, Florida Statutes, because of Tenant's status as a government entity.
<b>N. PERMITTED USE:</b>	The area of the demised Premises shall be used by the Tenant for a Miami-Dade County public library, and for the performance of related work, including a Children's Resource and Development Center, provided by the Miami-Dade County Library System, and for the performance of work incidental thereto.
<b>O. SECURITY DEPOSIT:</b>	None
<b>P. RENT INCREASES:</b>	Commencing on the Effective Date of this Lease, and on each subsequent anniversary of the Effective Date, including during the Option Period, the Rent will be increased annually by approximately three (3%) percent over the previous year's Rent, as described in the Rent Schedule and the Option To Renew Section.
<b>Q. UTILITIES:</b>	Tenant, during the term hereof, shall pay for, separately metered electricity, and telephone service for the Premises.

This Lease consists of the foregoing introductory paragraphs, constituting the Basic Lease Provisions (consisting of paragraphs A through Q), 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

### PART II

#### Terms and Conditions

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

10855 S.W. 72<sup>nd</sup> Street, Bays 13 and 14, Miami, Florida 33173, consisting of approximately 2,950 square feet of air-conditioned and heated store front office space ("Premises"). The Premises is depicted on the attached diagram, marked Exhibit "A," which is shown on the illustration that is attached hereto, and is 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 Landlord hereby grants to the Tenant the non-exclusive right to use, in common with the Landlord and the other tenants of the shopping center, specifically the land, and other areas constituting the Sunset Strip Plaza, the portions of the shopping center intended to be used for common use, including, but not limited to, parking lot areas, roads, driveways, passageways, landscaped areas, the lobby(ies), corridors, and water fountains.

**SECTION 2. PARKING:** The Tenant and its customers, clients, guest, and vendors shall have the right to use, on a non-exclusive basis, all of the parking areas in the parking lot of the Sunset Strip Plaza shopping center. Tenant shall have one parking space at the entrance of the Premises reserved for dropping off books. The use and occupation of the Premises shall include the non-exclusive use, in common with others entitled thereto, of the parking lot area for the shopping center. The Tenant acknowledges and agrees that no one will be permitted to park in the shopping center overnight for any reason whatsoever. No storage of any merchandise or goods may be stored outside of the Premises or in the parking lot for any reason whatsoever.

**SECTION 3. TERM:** The initial term of this Lease shall be for a period of five (5) years, and shall commence on the first day of the month following ten (10) days after the date of its adoption by the Miami-Dade County Board of County Commissioners, unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by the Miami-Dade County Board of County Commissioners. The date on which this Lease becomes effective as provided herein is called the "Effective Date," and expiring five (5) years thereafter (the "Expiration Date"). The Effective Date and the Expiration Date shall be memorialized in a Letter of Commencement sent from the Tenant to the Landlord.

**SECTION 4. OPTION TO RENEW:** Tenant shall have the option to extend the term of this Lease by two (2) five (5) year renewal options.. Tenant may only exercise an Option to Renew (Option Period) if there are no material defaults beyond any applicable notice and cure periods. Tenant shall give Landlord written notice of renewal at least six (6) full calendar months prior to the end of the term. If Tenant fails to timely provide said notice, then the Landlord shall send a written notice to the Tenant, prior to the Expiration Date, informing the Tenant of the Expiration Date, and the opportunity to renew this Lease in writing within ten (10) days from Tenant's receipt of such notice.

**SECTION 5. HOLDOVER:** If Tenant remains in the Premises for any time period beyond the expiration of this Lease (which shall include Tenant's failure to deliver the keys to the Landlord), such holding over shall be without right and shall not be deemed to create any tenancy, but Tenant shall be a tenant at sufferance only and Landlord shall be entitled to collect, in addition to any other remedies or amounts due under the terms of this Lease, an amount equal to the Rent, as charged for the month preceding the expiration of this Lease, as compensation for such holdover (regardless of the length of Tenant's unauthorized holdover). The parties hereto agree that in the event of a holdover, Landlord's damages will be difficult to ascertain and that the Landlord specifically agrees that the aforementioned payment shall constitute appropriate compensation for such losses.

**SECTION 6. RENT:** The Tenant's obligation to pay Rent, shall begin on the Effective Date. The Tenant agrees to pay Rent to the Landlord for the first year of the term of this Lease in the amount of Seventy-six Thousand Three Hundred Sixty-Five Dollars and Seventy-two Cents (\$76,365.72) per year, which represents approximately Twenty-five Dollars and Eighty-nine Cents (\$25.89) per square foot.

Beginning with the second year of the term of this Lease, commencing on the anniversary of this Lease, and every anniversary, thereafter, the Tenant agrees that, as provided below, the Rent shall be increased by approximately three (3%) percent over the prior year's Rent. The Tenant shall pay to the Landlord rent for the Premises in accordance with the Rent Schedule outlined in Section J of the Basic Lease Provisions.

Tenant shall lease the Premises at and for the agreed upon Rent, payable in advance on the first day of each and every month, starting on the Effective Date. At all times after the Effective Date, the Tenant shall be governed by and subject to all of the provisions, covenants and conditions of this Lease including those requiring the payment

of Annual Rent and other charges. Monthly Rent and Additional Rent are sometimes referred to herein collectively as "Rent".

Tenant shall remit to Landlord all payments for Rent on or before the first day of each and every month in advance without demand at the Rent Payment Address listed in the Basic Lease Provisions or at such other place and to such other person, as Landlord may from time to time designate in writing. However, notwithstanding the foregoing, the October monthly installment rental payment for each year will be processed by the Tenant after the close of the Tenant's fiscal year on September 30<sup>th</sup>. Therefore, the October's Rent payment will be delayed each year, but not more than by sixty (60) calendar days, and the Landlord hereby acknowledges this fact, and agrees hereby not to impose any type of penalty against the Tenant.

All payments due under the terms of this Lease for partial months within the term shall be prorated in the same ratio that the number of days during which Tenant occupies the Premises in any such month bears to the number of days in said month, without allowance for weekends or holidays. Tenant's obligations to pay Rent or to make any other payments or to fulfill any other obligations under this Lease shall terminate on the day following the date on which Tenant vacates the Premises at the expiration or earlier termination of the term, and all monetary obligations created by this Lease shall be prorated through the date on which Tenant shall have so vacated the Premises.

**SECTION 7. ADDITIONAL RENT, COMMON AREA MAINTENANCE, REAL ESTATE TAXES AND INSURANCE:** Tenant agrees to pay an additional One Thousand Two Hundred Fifty-One and Twenty-Nine Cents (\$1,251.29 Dollars) as its monthly contribution toward common area maintenance, referred to as "CAM," which will be paid as Additional Rent throughout the initial term of this Lease. "CAM" expenses are those costs and expenses incurred by the Landlord, in the common areas of the shopping center, which are hereby specifically limited to security services, electricity, water and sewer charges janitorial maintenance, waste and trash disposal services, insurance (specifically, Property, Flood and Commercial General Liability), and real estate taxes as further described in Section 8 below. During the second year of the initial term and any subsequent renewal option period, the Tenant shall be responsible for its prorated share of CAM charges over the Base Year 2018, plus its prorated share of any increases in CAM that exceed the Base Year 2019. The "Base Year" shall be defined as the calendar year commencing in January 1, 2018. Tenant shall not be responsible for any increases that exceed five percent (5%) of the previous year's CAM charges; excluding non-controllable expenses such as insurance, utilities, and real estate taxes, which shall be based on the actual pro-rated share of the actual payment for the fiscal year. Following the end of each calendar year, the Landlord, without request or demand, shall provide the Tenant with evidence of the Landlord's expenditures associated with all of the common area expenses charges that constitute CAM, and the Tenant's pro rata share of such CAM charges (commonly known as year-end reconciliation). If, as a result of the reconciliation, it is determined between Landlord and the Tenant that the Landlord has not been sufficiently compensated, then within sixty (60) calendar days thereafter the Tenant shall reimburse the Landlord for the amount the Landlord is owed. Conversely, if it is determined that the Landlord has received more funds from the Tenant than what the Tenant is obligated to pay, based upon the Tenant's pro rata share of the CAM expenses charges, then the Landlord, within sixty (60) calendar days, shall refund the appropriate sum to the Tenant.

The pro-rata share shall be based upon the size of the Premises, as stipulated in the Preamble, approximately 2,950 square feet, divided by the leasable square footage of the shopping center, which is 81,779 square feet. Should the pro-rata share amount change at any time throughout the term of this Lease because of an increase or decrease in either the size of the Premises and/or the shopping center, then the Landlord shall adjust its records and notify the Tenant of such adjustments. Currently, the pro-rata share amount attributable to the Tenant is 3.607%.

Tenant shall have the right, at its own expense, to inspect, review, and/or otherwise audit the books and records of the Landlord pertaining to the CAM charges. Upon the Tenant's written request, the Landlord shall promptly furnish to the Tenant, the most current audited or unaudited financial records for any and all CAM charges including, but not limited to expenses for maintenance and CAM prepared in accordance with generally acceptable accounting principles, certified by the Landlord and/or a separate and independent auditor to be true

and correct, reflecting the Landlord's then current financial statement with respect to the Premises (Tenant reserves the right to obtain audited financial statements if the Tenant specifically requests and requires such information, and agrees to pay for the cost associated to secure such information, so long as the Tenant does not otherwise have, or is required to have audited financial statements or records) In the event that the Tenant's examination reveals that an error has been made in the Landlord's determination of the costs and/or expenses associated with the CAM charges, and Landlord agrees with such determination, then the amount of such adjustment shall immediately be payable by Landlord to the Tenant. In the event that Tenant's examination reveals that an error has been made in the Landlord's determination of the payment of cost and/or expenses for the CAM charges, and Landlord disagrees with the results thereof, then Landlord shall have sixty (60) days to obtain a review by a Certified Public Accountant of its choice to determine the payment of costs and/or expenses for the CAM charges. In the event Landlord's accountant and Tenant's reviewer are unable to reconcile their reviews of the Landlord's books and records, then both the Landlord's accountant and the Tenant's reviewer shall mutually agree upon an accountant, which cost shall be borne by both parties, and the determination by the independent accountant regarding the payment of costs and/or expenses for CAM charges for the shopping center shall be conclusive.

**SECTION 8. REAL ESTATE TAXES:** Tenant hereby agrees to reimburse the Landlord for Tenant's pro rata share of the real estate taxes assessed against the shopping center property. On an annual basis, the Landlord shall perform a year-end reconciliation of the real estate taxes, within two (2) months of December 31<sup>st</sup>, of each year of this Lease, and send such reconciliation to the Tenant. Such reconciliation shall include, but not be limited to, providing the Tenant with copies of tax bills and should the Landlord, for whatever reason, fail to timely provide the necessary reconciliation to the Tenant, then the Tenant shall have the option to not pay any further CAM charges until the reconciliation is completed and delivered to the Tenant. For the purposes hereof, "real estate taxes" shall include all general and specific taxes pertaining to the shopping center, and the land upon which the shopping center is located, including any existing and future assessments for road, sewer, utility and other local improvements and other governmental charges which may be lawfully charged, assessed or imposed upon the shopping center and/or the land and improvements thereon. Further, the Landlord agrees that real estate taxes shall be determined as of the lowest amount assessed by any tax collector, or government agency (tax amount payable each year at the end of November). Real estate taxes shall not include income, capital levy, franchise, capital stock, gift, estate, or inheritance tax. The term "Assessments" shall include any and all so-called special assessments, commercial rental tax, levy, charge, or tax imposed by any authority having the direct power to tax, including and city, county, state, or federal government, or any school, agricultural, lighting, water, drainage, or other improvement or special district thereof, against the shopping center, and/or the land upon with the shopping center is situated. If an Assessment is payable in installments, taxes for that year shall include the amount of the installment minus any interest due and payable as a result of the installments. For real estate taxes and Assessments, if a change, particularly a reduction, in the taxes is obtained for any year of the term, and the Landlord receives a refund, reimbursement, or other compensation, or lower valuation, estimation, or assessment, then the taxes for that year shall be automatically retroactively adjusted, and the Landlord, without demand, shall immediately provide the Tenant with a credit or refund, at Tenant's election, based on such adjustment.

Tenant shall have the right, at its own expense, to inspect, review, and/or otherwise audit the books and records of the Landlord pertaining to real estate taxes. Upon the Tenant's written request, the Landlord shall promptly furnish to the Tenant, the most current audited or unaudited financial records for real estate taxes prepared in accordance with generally acceptable accounting principles, certified by the Landlord and/or an independent auditor to be true and correct, reflecting the Landlord's then current financial statement with respect to the Premises (Tenant reserves the right to obtain audited financial statements if the Tenant specifically requests and requires such information, and agrees to pay for the cost associated to secure such information, so long as the Tenant does not otherwise have, or is required to have audited financial statements or records). In the event that Tenant's examination reveals that an error has been made in the Landlord's determination of the costs and/or expenses associated with the real estate taxes, and Landlord agrees with such determination, then the amount of such adjustment shall immediately be payable by Landlord to the Tenant. In the event that Tenant's examination reveals that an error has been made in the Landlord's determination of the payment of cost and/or expenses for the real estate taxes, and Landlord disagrees with the results thereof, then Landlord shall have sixty (60) days to

obtain a review by a Certified Public Accountant of its choice to determine the payment of costs and/or expenses for the real estate taxes. In the event Landlord's accountant and Tenant's reviewer are unable to reconcile their reviews of the Landlord's books and records, then both the Landlord's accountant and the Tenant's reviewer shall mutually agree upon an accountant, which cost shall be borne by both parties, and the determination by the independent accountant regarding the payment of real estate taxes shall be conclusive.

**SECTION 9. PERMITTED USE:** It is hereby understood and agreed that the use of the Premises is for a public library, and for any other related use including, but not limited to, a Children's Resource and Development Center, as described in the Basic Lease Provisions of this Lease, and for no other purposes.

**SECTION 10. ASSIGNMENT-SUBLEASING:** Except for the use of the Premises by a different department or agency of the Tenant, the Tenant shall not mortgage, pledge, encumber, or assign this Lease, or sublet (which term, without limitation, shall include the granting of concessions, licenses, and the like, except for licensed vending machines for food or drink in designated areas) the Premises, or any part thereof, without Landlord's prior written consent, which may be withheld in Landlord's sole and absolute discretion. In the event Landlord provides its written consent for an assignment or sublease, Landlord shall receive one hundred (100%) percent of any excess rent which is derived from the proposed transaction (including any fee, payment, etc. that Tenant receives in connection with any assignment and/or sublet except for vending machines). In any case whereby Landlord shall consent to such proposed subletting, Tenant named hereunder shall remain fully liable for the obligations of Tenant hereunder, including, without limitation, the obligation to pay the entire amount of 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 contained herein.

**SECTION 11. TENANT'S RESPONSIBILITIES; PERSONAL PROPERTY:** Tenant agrees to use and occupy the Premises as it is herein given the right to use at its own risk; and that, except for the negligence or willful misconduct of Landlord and/or Landlord's agents, Landlord shall have no responsibility or liability for any loss of or damage to Tenant's leasehold improvements or to fixtures or other personal property of Tenant (collectively, "Tenant's Property") or those claiming by, through or under Tenant. The provisions of this Section shall apply during the whole of the term hereof, and in view of any permission given to Tenant to install fixtures and do certain work prior to the Effective Date, shall also apply at all times prior to the Effective Date.

**SECTION 12. UTILITIES:** Landlord during the term of this Lease shall pay all charges for water. Tenant, during the term hereof, shall pay for, separately metered electricity, and telephone service for the Premises.

**SECTION 13. MAINTENANCE AND REPAIRS:**

Notwithstanding any other provisions of this Lease, the Landlord, shall maintain and repair the structural portions of the Sunset Strip Plaza shopping center, including, but not limited to, any and all of the common areas of the Sunset Strip Plaza shopping center; as well as the Premises, including, but not limited to any and all plumbing, HVAC systems (including, but not limited to filters for HVAC), properly maintaining the Indoor Air Quality, and electrical systems that are installed or furnished by the Landlord throughout the shopping center 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 shopping center, including the Premises, for any and all exterior matters, including, but not limited to, the roof; the curtain wall, including any and all glass connections; all exterior doors; exterior locks on exterior doors and windows; exterior painting; ballasts, plumbing, fixtures; landscaping; and interior matters, such as interior painting in accordance with Section 17 of this Lease; the shopping center ventilation system; shopping center telephone systems; fire alarm systems (excluding systems installed by Tenant); the lobby(ies); the corridors; any and all flooring, including any carpeting or tile repair or replacement as required in Section 17 of this Lease; electrical closets; as well as common area pest control; walkways; pathways;

sidewalks; landscaping and parking lot area(s). 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 the receipt of any notice or complaint of the need thereof from the Tenant. The Landlord shall also keep in good order, condition, and repair all shopping center 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 shopping center, and/or the Premises, the Tenant, unless otherwise described in this Lease, shall have the right, but shall not be required to do so, after thirty (30) days written notice to the Landlord, to make any and all repairs to the shopping center and/or the Premises 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 Rent. Further, the Tenant shall have no liability to the Landlord for any damages; inconvenience or interference regarding the use or any damage to the shopping center, and/or the Premises, as a result of performing any such work. The Landlord shall be liable to Tenant for any injury or interference with Tenant's business arising from the failure of the Landlord within forty-eight (48) hours to make any repairs, alterations, improvements in or to any portion of the shopping center, and/or the Premises.

Notwithstanding the forgoing, the Landlord shall make any and all necessary repairs to the HVAC system within twenty-four (24) hours upon receiving any notice or complaint from the Tenant. Should the Landlord fail to timely address the necessary repairs to the HVAC system, the Tenant shall be authorized to do any of the following: (i) hire a third-party company to make the necessary repairs to the HVAC system, and reduce the Rent payment for the costs associated with such repair(s); (ii) utilize employees of the Tenant to repair the HVAC system, and reduce the Rent payment for the costs associated with such repair(s); and/or (iii) not occupy the Premises, and reduce the Rent by the number of days that the Premises was not utilized by the Tenant, in addition to reducing the Rent by any and all damages, such as loss of business.

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, to the greatest extent possible, be performed during non-working hours, to further minimize the impact upon the Tenant, and its employees. Should any of the Premises be 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.

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). Further, the Tenant shall pay for the cost of any repairs, or replacements to the Premises 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 commence such work within the thirty (30) day period, and diligently pursue it to completion, then the Landlord shall have the right, but shall not be required, to do such acts and expend such funds, at the expense of the Tenant, as are reasonably necessary to perform such maintenance, replacement and repairs. Landlord shall have no liability to Tenant for any incidental damage, inconvenience, or interference as a result of performing any such work on or about the Premises.

Landlord shall act to prevent the degradation of indoor air quality during the term of this Lease, including during the occurrence of any maintenance and/or repairs to the Premises that could allow off-gassing from embodied chemicals in construction materials, or equipment into spaces occupied by the Tenant. The Landlord and its designated contractor will use only non-toxic paint or other surface coatings, and will cause the Premises to be

continuously ventilated to prevent the build-up of chemical gases from construction materials, or other emissive materials during maintenance and/or repair of the Premises.

Landlord further agrees that in the event that the Landlord shall fail to provide, or cause to provide, to all or substantially all of the Premises, air conditioning, plumbing, and/or electricity (except if the electricity provider fails to provide electricity as a result of force majeure) for more than a forty-eight (48) hour period, the Rent shall equitably abate on a per day basis, for any portion of the Premises affected until the situation is corrected.

**SECTION 14. CLEANLINESS:** Landlord shall maintain the Sunset Strip Plaza shopping center, including, but not limited to, any and all common areas, including the exterior of the Premises, in a neat and clean condition, and shall keep sidewalks adjoining the Premises, as well as any and all parking areas, clean and free from graffiti and rubbish, and shall store all trash and garbage from within the Premises, and common areas, and shall arrange for the regular pick up of such trash and garbage. The cost and expenses associated with the Landlord's efforts to maintain the Sunset Strip Plaza shopping center in a neat and clean condition shall be borne by the Landlord except for those expenses that are specifically included in CAM, as described in Section 7 herein. The Tenant shall not permit rubbish, refuse, or garbage to accumulate within the Premises, or cause fire hazards to exist in the Premises.

**SECTION 15. COMPLIANCE WITH LAWS; GOVERNMENTAL APPROVALS:** Landlord and Tenant shall promptly comply with all statutes, ordinances, rules, orders, regulations and requirements of any applicable federal, state, and city government and of any and all of their departments and bureaus including any taxing authority or utility; and Landlord 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 the Landlord's own cost and expense. During the term of this Lease, if any governmental agency, municipality, utility company or Landlord's insurance company requires changes to the Premises or any of Tenant's facilities or systems (including, but not limited to, electrical work, plumbing, fire alarm, sprinklers, dumpsters, compactors, waste removal, enclosures, fire panels, back flow preventers and ADA accessibility), the Landlord shall make such changes at its sole cost and expense. Landlord shall be responsible, at Landlord's sole cost and expense, for any and all required (i) fire alarm monitoring for the Premises including, but not limited to, a dedicated phone line for such purpose, and (ii) fire sprinkler maintenance for the Premises including, but not limited to inspections and repairs. If any third party, including, but not limited to, utility companies, municipalities and contractors, cause damage to the Premises, the Landlord shall be responsible, at its sole cost and expense, for the repair of such damages. LANDLORD MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING TENANT'S PROPOSED USE OF THE PREMISES AND THE GOVERNMENTAL APPROVALS NECESSARY THEREFORE.

**SECTION 16. LANDLORD'S ACCESS:** Landlord, or any of its agents, shall have the right to enter the Premises during all reasonable hours, and with forty-eight (48) hours' prior written 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, or of the Premises, or to exhibit the Premises to potential tenants, and to put or keep upon the doors or windows thereof a notice "for rent," "for lease" or "available" at any time within three (3) 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 Sunset Strip Plaza shopping center. Landlord shall make reasonable efforts to minimize disruption of Tenant's business activities.

**SECTION 17. ACCEPTANCE OF PREMISES AND LANDLORD'S WORK:** Tenant hereby accepts the Premises in the condition that it is in as of the Effective Date, except for those Landlord improvements that Landlord agreed to perform as described in this Section. The Landlord shall perform specific improvements, with respect to the Premises, as described herein below. After the Effective Date, the Landlord hereby acknowledges and agrees that with respect to any work that will be performed by the Landlord, and/or by an agent, vendor, and/or contractor for the Landlord ("Landlord's Work"), the Landlord shall automatically provide a one (1) year warranty, for materials and labor, on any and all of Landlord's Work, including, but not limited to the following:

- a. Remove and properly dispose of the existing VCT flooring.
- b. Conduct environmental testing and remediation (if applicable) of the Premises' sub-ground in order to prevent future flooring degradation.
- c. Install new flooring (preferably VCT tiles) throughout the entire Premises with the same or better grade vinyl composite tile (VCT) and floor molding placement design in accordance with the Tenant's specifications.
- d. Replace the HVAC Unit.
- e. Paint the exterior of the Sunset Strip Plaza shopping center within three (3) years after the Effective Date of this Lease.

The completion of the improvements, must be coordinated with the Tenant in order not to disrupt the Tenant's operation.

The costs and expenses incurred by the moving of the existing furniture and personal property of the Tenant shall be deducted from the monthly Rent paid to the Landlord.

Tenant agrees to maintain the Premises in the same condition, order and repair as it was as of the Effective Date, excepting only reasonable wear and tear arising from the use thereof under this Lease.

If any damage occurs to the Premises, the Tenant will notify the Landlord of such damage in writing, including the anticipated cost to repair such damage. If the Tenant is solely responsible for making such repairs, then Tenant, or its agent or contractor, shall perform such repair work or shall reasonably approve any such repairs by the Landlord, along with the reasonable cost for repair, and after the repairs are made by the Landlord, the Tenant shall reimburse the Landlord for the Landlord's cost associated with making such repair(s). Additionally, Tenant accepts all equipment and accessories in the condition they have been delivered on the Effective Date, with no representation or warranties from Landlord, except that any newly purchased equipment and accessories, acquired by the Landlord for the Premises, having warranties, such warranties shall be placed in the name of the Tenant. In addition to the foregoing, Tenant, at its sole cost and expense, shall do the following:

- i. In the event that any doors are destroyed or damaged because of the gross negligence, or intentional misconduct, of the Tenant, or any of its employees, vendors, agents, and/or guests, all doors (including, but not limited to, any hardware, frames or other items related to the doors), shall be replaced or repaired to like-new condition by the Landlord, on behalf of the Tenant (the Tenant shall reimburse the Landlord).
- ii. Immediately after any weather related storms, Tenant shall cooperate with the Landlord to remove debris from the sidewalk immediately in front of the Premises, its loading area (if any) and the emergency access points to the Premises.
- iii. For any specially purchased and installed HVAC equipment (not dehumidifiers), for the Tenant, which is additional to the regular HVAC system for the Premises, the Tenant shall be responsible for such HVAC system, and shall secure a service contract, or internal agreement, to regularly and properly maintain such HVAC system.

**SECTION 18. TENANT IMPROVEMENTS; INSTALLATION AND REPAIRS BY TENANT:** Tenant agrees that any and all work that is required to be performed on the Premises by the Tenant, and/or its agent or contractor in the Premises, will be performed in a 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, not an employee of the Tenant, must be approved by Landlord in writing for compliance with the above requirements prior to the commencement of any work in the Premises. Tenant shall be responsible for any construction defects in connection with its improvements. Tenant's work shall be performed with minimal interference and disruption to Landlord, and any neighboring property owners and tenants.

**SECTION 19. 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 shall be considered Additional Rent due and shall be included in any lien for



Rent due and unpaid. Further, the parties hereby agree that before the Landlord undertakes any Landlord's Work for the Tenant not described, or otherwise contemplated by this Lease, for which the Landlord will seek compensation and/or reimbursement, the Landlord shall first obtain the request for such work from the Tenant in writing, signed by the County Mayor, or the County Mayor's designee. And absent such written documentation, the Landlord shall not be entitled to any type of compensation and/or reimbursement by the Tenant.

**SECTION 20. 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 (ii) faithfully observe all terms, covenants, rules and regulations contained in this Lease.

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 (1) apply the Security Deposit, if any, toward the satisfaction and cure of such a default, and/or (2) cure Tenant's default at Tenant's cost and expense, and/or (3) after terminating this Lease, by judicial process, re-enter the Premises and remove all persons and all or any property therefrom, without being liable for any prosecution therefor 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, and/or (4) exercise any additional remedies otherwise available to Landlord provided herein or at law or in equity. In connection with the foregoing, if Landlord so elects, after securing a judgment, Landlord 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 to fulfill all other covenants required by this Lease, at the time and in the manner provided herein. 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 neither 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 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, and whether the Premises be re-let or remain vacant, in whole or in part, or for a period less than the remainder of the term.

**SECTION 21. ABANDONMENT:** If Tenant shall 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 ninety (90) days, or in the instance of a Casualty Event (as described below), or damage or destruction of the Premises (or such longer period upon prior written permission of Landlord), or shall suffer the Rent to be more than three (3) months in arrears, Landlord may, at its option, forthwith cancel this Lease and/or bring an action to evict the Tenant. Notwithstanding Tenant's abandonment or Landlord's acceptance thereof, Tenant shall be responsible to satisfy any and all obligations due to Landlord under the terms of this Lease as if this Lease had been terminated by Tenant for no cause as provided, for in Section 42 of this Lease below.

**SECTION 22. ATTORNEYS' FEES AND EXPENSES:** Landlord and Tenant hereby agree that should either party bring a cause of action against the other party for the alleged breach of any term, clause, covenant, and/or condition under this Lease, the parties, respectively, agree to pay the cost of their own attorneys, witnesses, consultants, and court costs. This provision shall apply to all trial and appellate proceedings and any other efforts by either party to enforce its rights and to any bankruptcy, receivership or other insolvency proceeding or negotiation.

**SECTION 23. HOLD HARMLESS:** 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, licensees, and/or invitees.

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

**SECTION 24. ACCORD AND SATISFACTION:** Unless otherwise agreed to in this Lease, 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, or 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, unless the Tenant is authorized to do so in accordance with this Lease.

**SECTION 25. BINDING TERMS:** This Lease shall bind Landlord and Tenant and their respective assigns or successors, heirs, assigns, personal representatives, or successors, 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 may later give written consent to a particular assignment.

**SECTION 26. 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 27. 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 Federal Express 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 Tenant: Miami-Dade County Library  
101 W. Flagler Street  
Miami, Florida 33130  
Attention: Director

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

with copy to: Miami-Dade County Attorney's Office  
111 N.W. First Street, 28<sup>th</sup> Floor  
Miami, Florida 33128

To Landlord: SPI Sunset LLC  
c/o CF Properties Corp.  
6625 Miami Lakes Drive #340  
Miami Lakes, 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 three (3) business days after the date the notice was given to the courier or deposited in the United States Post Office receptacle, unless proof of earlier delivery is obtained or provided.

**SECTION 28. NUISANCE; WASTE:** Tenant shall not commit any waste upon the Premises or any nuisance or other act or thing which may disturb the quiet enjoyment of any neighboring property owner or tenant, or which may adversely affect Landlord's fee interest in the Premises or 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 do not impact or affect neighboring property owners or tenants. 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 of the Premises, or which may be a nuisance, annoyance, inconvenience, or damage to the neighboring property owners, 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 equipment outside the Premises or any other noise or odors (e.g., smoking) from patrons of Tenant.

**SECTION 29. 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 30. LANDLORD'S REPRESENTATIONS AND COVENANTS:** The Landlord represents and covenants to the Tenant the following 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 the 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 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 Effective Date of this Lease, to the best of Landlord's actual knowledge, 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 to the Tenant that any and all drinking (faucet) water fountains at the Premises is available, and in working order. (Landlord has not recently tested the water for any contaminants, but agrees to do so if requested and paid for by the Tenant. Further, if such a test is performed, and any contamination is found to be present, then the Landlord, at its cost, shall immediately have such contamination removed from the source of the water, and during the interim period provide an alternative source of drinking water).
- f. Landlord represents and covenants that, to the best of Landlord's knowledge, there are no vermin, termites, insects, or pests of any kind or nature within the Premises. Should the Tenant find evidence of anything to the contrary, the Landlord shall immediately rectify the situation by immediately employing a pest exterminator.

**SECTION 31. INSURANCE:** The Landlord acknowledges that the Tenant is self-insured. As a result, the Tenant is not required to provide any type of certificate of insurance to the Landlord.

**SECTION 32. 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's obligations and liabilities under this Section shall survive the termination of this Lease. Since the Premises is located within the boundaries of Miami-Dade County, Florida, the Director of the Miami-Dade County department entitled Regulatory and Economic Resources may also enforce the requirements of this Section.

**SECTION 33. PARTIES STATUS:** Tenant represents that it is a government entity, a political subdivision of the State of Florida, either at the time of the execution of this Lease or thereafter, and such status as a government entity shall be maintained during the term of this Lease. In the event the Tenant fails to maintain its status as a government entity, the Landlord shall have the express authorization, at its sole option, to declare this Lease in default or cancel this Lease.

The Landlord represents that it is a business entity, organized and license to do business in both the State of Florida, and specifically in Miami-Dade County. The Landlord acknowledges and agrees that at all times during the term of this Lease that it shall maintain its corporate status as active and current with the appropriate state authorities and in the event the Landlord fails to maintain such status, the Tenant shall have the express authorization, at its sole option, to declare this Lease in default or cancel this Lease.

**SECTION 34. REPRESENTATIONS AND WARRANTIES:** If a party executes this Lease as a corporation, limited liability company or a partnership, then the party and the persons executing this Lease on its behalf, represent and warrant that the individuals executing the Lease on its behalf are duly authorized to execute and deliver the Lease on its behalf in accordance with the organizational documents, and that this Lease is binding upon it in accordance with its terms. Each party further 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 commencement 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 an active corporation, limited liability company or partnership, or government entity, as the case may be, at any time, 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.

**SECTION 35. LANDLORD'S DEFAULT:** Unless a different time period is stipulated here in this Lease, it shall be an event of default of this Lease by the Landlord if, except as otherwise provided in this Lease, the Landlord fails to observe or perform any of the stipulations, terms, covenants, obligations, and/or conditions of this Lease to be observed or performed by the Landlord, where such failure shall continue for a period of thirty (30) days after written notice thereof from Tenant to Landlord; provided, however, that if the nature of Landlord's non-compliance is such that more than thirty (30) days are reasonably required for its cure, then the Landlord shall not be deemed

in default if the Landlord commenced such cure within the thirty (30) day period and thereafter diligently prosecutes such cure to completion. In the event of any such default by Landlord, the Tenant may at any time thereafter do any of the following: (i) bring an action for damages; (ii) or for injunctive relief; (iii) or Specific Performance; and if relating to maintenance and/or repairs, then undertake such maintenance and/or repairs and deduct the amount of such work (including materials and labor) from any Rent due to the Landlord; and/or pursue any other remedy available to the Tenant under this Lease, or at law, or in equity.

**SECTION 36. 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, now or at any time hereafter, or any other lien or liens placed on the property 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's lender, Tenant shall execute a subordination, non-disturbance and attornment agreement ("SNDA") on lender's form within thirty (30) business days of such request, so long as such SNDA is in a form reasonably acceptable to Tenant.

**SECTION 37. FINANCING AGREEMENTS:** Tenant shall not enter into, execute or deliver any financing agreement that can 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 38. LIENS:** Tenant shall not permit any type of lien to be filed against the Premises for any reason involving the Tenant. This includes any type of lien for materials, labor, utilities or anything related to the Tenant's use of the Premises. If, for whatever reason, any mechanic's or other lien shall be filed against the Premises, 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 five (5) days after the filing thereof. If Tenant shall fail to cause such lien to be discharged of record within such ten (10) 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) 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. Tenant shall deliver to Landlord all necessary lien releases and waivers confirming that Tenant has paid its contractors and sub-contractors (collectively "Contractors") in full for any work performed by Contractors for Tenant, and further that the Contractors release and waive any possible claims against the Premises associated with their work. Tenant acknowledges that a formal notice will be recorded in the Public Records denoting this prohibition against any type of lien being placed upon Landlord's property at the time that the Tenant undertakes any improvements and/or repairs on the Premises that involves the Tenant hiring contractors. The obligations in this Section shall survive the expiration or early termination of this Lease.

**SECTION 39. CASUALTY (NATURAL DISASTER) AND EMINENT DOMAIN (CONDEMNATION):** If the entire Premises is totally destroyed, as determined by the Tenant, as a result of a casualty, disaster (natural or otherwise) or hazard (a "Casualty Event"), the Tenant may, at its sole option, terminate this Lease by giving the Landlord thirty (30) days' written notice, and Landlord shall have no obligation to rebuild. If not terminated, Landlord shall have the right to render the Premises tenantable by repairs, and during such time the Tenant's responsibility to pay Rent, including any Additional Rent, is suspended. Further, the Premises will be deemed totally destroyed in the event the Premises is untenable and is not capable of being repaired within ninety (90) days from the date of the Casualty Event. Landlord shall not be liable for any inconvenience or annoyance to Tenant, or for any injury to the business of Tenant, resulting from delays in repairing the damage. If the Premises is not rendered tenantable within said time, either party hereto may cancel this Lease by written notice, effective upon the receipt of such notice.

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 the occurrence of an event that does not totally destroy the Premises, the Tenant shall be obligated to pay Rent in proportion to the square footage of the Premises which remains tenantable and utilized by the Tenant, and the Rent if any, shall be reduced in proportion to the square footage of the Premises not utilized by the Tenant. All construction and/or repairs by Landlord shall be made in a manner consistent with, and in accordance to, 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 the Premises has been changed since the Effective Date of this Lease, but prior to the occurrence of an event damaging the Premises, Landlord shall rebuild the Premises according to the new design and construction criteria established by Tenant.

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 un-tenantable, 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) 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 in proportion to the square footage of the Premises which remains tenantable after a Taking, and Rent shall be reduced in proportion to the square footage of the Premises rendered un-tenantable. Any award of proceeds resulting from a condemnation or sale in lieu thereof of the whole or part of the Premises will belong solely to Landlord and Tenant, as their rights may appear, and the Tenant hereby waives any right to make any additional claim against the Landlord.

In connection with any storms, hurricanes, tornados or other natural disasters, Landlord shall immediately repair the non-structural interior portions of the Premises to the extent damaged by such an event. During periods of hurricane or tropical storm watches and/or warnings, Tenant, as it deems appropriate, shall be permitted to install or mount hurricane shutters or other appropriate protection on the Premises at its sole cost and expense.

**SECTION 40. OPERATION OF PREMISES:** Tenant covenants that it will (a) continuously operate one hundred (100%) percent of the Premises during the entire term of this Lease (including any administrative use by a County department and/or agency); (b) keep the Premises open for business, except for federal, state, and county holidays, and (c) conduct its business at all times in a manner conducive to the high reputation of a county facility. For the purpose of clarification, Tenant shall not abandon the Premises, irrespective of the payment of Rent, during the term of the Lease or any extension thereof. In the event of abandonment, meaning the Tenant has not occupied the Premises for a period of more than ninety (90) days, except in the case of remodeling the Premises, or in the instance of a Casualty Event, or damage or destruction of the Premises (or such longer period upon prior written permission of Landlord), the Landlord shall have the right to terminate this Lease and bring an action to recapture the Premises.

**SECTION 41. LEASEHOLD IMPROVEMENTS UPON LEASE EXPIRATION OR TERMINATION:** Tenant shall 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 electrical connections from Tenant's sign 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 these 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 owing to Landlord at the time Tenant seeks to vacate the Premises, Tenant shall take no action to remove any of these 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. Tenant also agrees to repair any damage caused to the Premises by the removal of these items. Anything attached to the property 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., fire suppression systems, compactors, bailers, conveyor systems), shall not be removed without Landlord's written prior consent.

Any removal of such equipment without Landlord's prior written consent will result in Landlord charging Tenant for the cost of such equipment as new, as Additional Rent due.

**SECTION 42. RETURN OF PREMISES:** If the Expiration Date occurs on a weekend day or a federal, state, or county holiday, the Premises shall be returned to the Landlord in accordance with this Section and Section 41 no later than 5:00 p.m. on the business day after such weekend day or federal, state, or county holiday. On or before the specified time, Tenant shall deliver to Landlord the Premises, 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 property from the Premises, Landlord is hereby 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 property at Tenant's expense, or to retain same under Landlord's control or after ninety (90) days to sell at public or private sale, with notice, any or all of the property not so removed by Tenant and to apply the net proceeds of such sale to the payment of any sum due hereunder. Landlord, at its sole option, may require Tenant, at Tenant's sole cost and expense, to place the Premises back to the original condition as delivered to Tenant on the Effective Date.

**SECTION 43. MODIFICATION, INTEGRATION AND INTERPRETATION:** This Lease memorializes the entire agreement between the parties hereto and all prior negotiations. All negotiations, 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 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 any 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 44. 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.

**SECTION 45. 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) 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 46. INDOOR AIR QUALITY; RADON GAS; MOLD:** As of the Effective Date, the Landlord makes no warranties or representations regarding indoor air quality or condition within the Premises. After the Effective Date, the Landlord, through a third-party vendor/company, shall conduct bi-annual tests of the air quality within the Premises in an effort to determine the quality of the air, including, but not limited to the level of any humidity, and the presence or level of any mold in the indoor air. The Landlord shall provide a copy of the test results to the Tenant, and the Landlord shall have the sole responsibility to maintain, regulate, and/or improve the indoor air quality within the Premises, all in accordance with the Indoor Air Quality requirements found in Exhibit B, which is attached hereto and incorporated herein by this reference. In the event that the Landlord, for any reason whatsoever, fails to immediately address or correct any concerns or issues found by any tests, then the Tenant shall have the right to perform any and all work to improve the air quality in the Premises, and afterwards secure reimbursement of such cost and expenses (including labor and materials) from the Landlord. If the Landlord fails to reimburse the Tenant within sixty (60) days, then the Tenant shall have the right to reduce the amount of the Rent owed to the Landlord by the amount of the cost and expenses involved in improving the air quality in the

Premises. Further, in the event that Tenant elects to conduct its own indoor air quality test on the Premises, the Landlord shall abide by the results and recommendations of such test(s), unless the Landlord reasonably determines, as evidenced by a written statement from a third-party consultant, that such test or results are inaccurate. Then in such instance, both the Landlord and the Tenant shall agree on a company to perform such indoor air quality test, and the results and recommendations of which shall be binding, for one (1) year, on both parties. Landlord agrees to abide by the Indoor Air Quality requirements as described in Exhibit B, which is attached hereto, and incorporated herein by this reference. In compliance with §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 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 occur at some time 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. All costs associated with testing, abating, removing, containing, neutralizing, treating, or in any way responding to or assessing the effects of radon, mold, or fungi in the Premises shall be borne exclusively by the Landlord, and the Landlord expressly indemnifies and holds the Tenant harmless from any and all costs and expenses related to such activities.

**SECTION 47. INDEPENDENT COVENANT:** Each and every Rent obligation 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 the Lease.

**SECTION 48. DELIVERIES:** All loading of sizable goods and deliveries of goods shall be done only at such times, in the areas, and through the entrances, designated for such purposes by Landlord. The delivery or shipping of items or large packages to and from the Premises shall be subject to such reasonable rules and regulations as in the judgment of Landlord are necessary for the proper operation of the Premises. Tenant shall advise its vendors of the delivery requirements set forth in this Section and Tenant shall be responsible and liable for the actions of said vendors. Trailers or trucks shall not be permitted to remain parked overnight in any area of the Premises, whether loaded, unloaded or partially loaded or unloaded. Tenant shall be responsible for any damage to the Premises resulting from deliveries.

**SECTION 49. SIGNAGE/ADVERTISING:** Tenant is financially responsible for installing, maintaining, repairing, and replacing its own signage. Tenant may erect a wall sign within the area designated by Landlord, which sign shall be subject to the prior written review and approval of Landlord, which approval shall not be unreasonably withheld or delayed. Landlord hereby acknowledges and agrees that the Tenant may keep all existing wall and any permitted directional signs, as applicable, on or about the outside of the Premises, including on the outside wall of the Premises. Tenant covenants that any and all signs shall be maintained in good condition and repair at all times. The sign criteria for the Premises shall be as follows:

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.

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. If so requested, 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.

**SECTION 50. NON-WAIVER PROVISION:** 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.

No waiver 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 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 51. TENANT'S TAXES AND ASSESSMENTS:** Tenant agrees to pay to the local taxing authorities and other governmental agencies, throughout the term of this Lease and any renewal thereof for all personal property taxes which may be levied against Tenant's merchandise, trade fixtures and other personal property in and about the Premises.

**SECTION 52. FORCE MAJEURE:** Neither Landlord nor Tenant shall be liable for failure to perform any obligation under this Lease, in the event it is prevented from so performing by strike, lockout, breakdown, accident, act of God, 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 or other emergency or for any other cause beyond its reasonable control.

**SECTION 53. ADA/HANDICAPPED; CODE UPGRADES:** Landlord agrees, at its sole expense, to comply promptly with all current and future requirements, laws, ordinances, regulations or codes of any legally constituted authority that may have authority over the Premises, including any ordinances or requirements for handicapped access to or inside of the Premises. Landlord shall be responsible for upgrading the Premises for any code upgrades that may be enacted in the future. With regards to the physical structure of the Premises, Landlord will comply with all requirements to make necessary modifications that are readily achievable within the confines of the Premises. However, the Landlord hereby acknowledges and agrees as of the Effective Date the Premises fully complies with the terms and conditions of Section 553.501 et seq. of the Florida Statutes, and the Americans with Disabilities Act ("ADA"), along with any and all amendments thereto, and in the future, shall, to the greatest extent possible, notify the Tenant of any need or requirement to bring the physical components of the Premises into compliance with the aforementioned laws.

**SECTION 54. CONTROL OF COMMON AREAS BY LANDLORD:** All areas of the Premises shall be for the Tenant's use, as well as any and all common areas of the shopping center, including, but not limited to, driveways, entrances and exits thereto, the truck way or ways, loading docks, package pick-up stations, parking lots, pedestrian sidewalks and ramps, landscaped areas, retaining walls, exterior stairways, and all other areas and improvements of the shopping center for which the Tenant shall have expressed authority by the Landlord to access. The daily and ongoing management of the shopping center's common areas shall be performed by the Landlord.

**SECTION 55. SECURITY:** Tenant acknowledges that Tenant assumes all responsibility and liability for the security of its own employees, agents, merchandise and fixtures within the Premises. Tenant, at its option, may enlist its own security personnel and install its own security devices within the Premises. Landlord shall be responsible for any and all security in the common areas of the shopping center.

**SECTION 56. EARLY TERMINATION BY TENANT:** Separate and apart from any other rights granted to the Tenant to cancel or otherwise terminate this Lease, the Tenant shall have the right, with or 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, the Expiration Date.

**SECTION 57. MANAGING AGENT:** Landlord may act and carry out all of its rights and obligations under this Lease through a managing agent. Such agent will not incur liability for actions taken on behalf of Landlord. The managing agent shall be hired and retained by the Landlord, which the Landlord may change from time to time, or such other agent as Landlord may appoint with or without notice to Tenant. Tenant may rely on the apparent authority of the managing agent.

**SECTION 58. NO OFFER:** THE PRESENTATION AND EXECUTION OF THIS LEASE BY LANDLORD SHALL BE AN OFFER WHICH MAY BE ACCEPTED BY TENANT, AND LANDLORD AGREES TO NOT WITHDRAW ITS OFFER UNTIL THE EARLIER OF (A) THIS LEASE BEING CONSIDERED BY THE BOARD OF COUNTY COMMISSIONERS; OR (B) THIS LEASE ONLY BECOMES VALID, BINDING AND EFFECTIVE UPON EXECUTION AND COMMENCEMENT OF THIS LEASE BY BOTH LANDLORD AND TENANT. FURTHER, EMPLOYEES OR AGENTS OF TENANT 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 more than forty-five (45) 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.

**SECTION 60. MISCELLANEOUS:**

- A. **CAPTIONS AND SECTION NUMBERS:** The captions in this Lease are for convenience of reference only and shall not define, modify, explain, amplify 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. **EXECUTION:** This Lease shall be fully executed in four (4) complete original instruments, each of which shall be deemed an original of this Lease, and any of which may be introduced into evidence as conclusive evidence of the terms hereof or used for any other purpose without the production of the other instruments.
- 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 said property, 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 (which term shall include, without limitation, the Indemnified Parties) ever be personally liable for any such liability.

- E. RECORDING:** This Lease is not in recordable form, and the parties agree not to record or permit the recording of this Lease, except for filing with the Clerk of the Board of County Commissioners, although Landlord and Tenant may reasonably agree upon the form of a recordable memorandum of this Lease, to be recorded on an occasion at or after the time of the Effective Date.
- F. CONFIDENTIALITY:** The parties hereby acknowledge and agree that the Tenant shall be permitted to disclose any information herein or in connection with Tenant's relationship with Landlord without Landlord's prior written consent.
- 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:** Landlord and Tenant, both hereby stipulate, acknowledge and agree that neither of them utilized a broker or an agent in the selection, negotiation, and/or for any other reason involving this Lease, and thereby there are no brokerage commissions due under this Lease, or that shall become due upon the renewal or extension of 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 the 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. This Lease may not be amended, modified or supplemented except by written instrument executed by Landlord and Tenant.

- N. TELECOPIED AND EMAILED SIGNATURE PAGES:** In order to expedite the transaction contemplated herein, telecopied or emailed signatures may be used temporarily in place of original signatures on this Lease while the original document and signatures are being delivered. The parties intend to be temporarily bound by the signatures on the telecopied document, are aware that the other party will briefly rely on the telecopied or emailed signatures, and hereby waive any defenses to the enforcement of the terms of this Lease, for a short-term period, based on the form of signature.
- O. CALENDAR DAYS:** Any mention in this Lease of a period of days for performance, unless otherwise described in this Lease, shall mean calendar days.

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

IN WITNESS WHEREOF, the parties hereto have hereunto executed this Lease, under seal, for the purpose herein expressed, the day and year first written above.

**WITNESSED BY:**

As to Landlord:



Print: Spencer Friedman



Print: Kana Quintens

(OFFICIAL SEAL)

ATTEST:

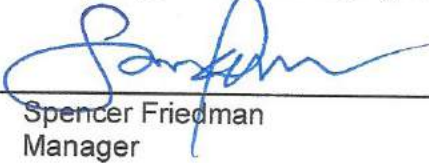
**HARVEY RUVIN, CLERK**

By: \_\_\_\_\_  
Deputy Clerk

**LANDLORD:**

SPI Sunset, LLC.,  
a Florida Limited Liability Company

By: SPI Sunset Manager, a Florida limited liability Company, its sole managing member

By:   
Spencer Friedman  
Manager

**TENANT:**

MIAMI-DADE COUNTY,  
A POLITICAL SUBDIVISION OF THE STATE  
FLORIDA  
BY ITS BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Carlos A. Gimenez  
County Mayor

Approved by the County Attorney as  
to form and legal sufficiency

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



TENANT INFORMATION

1-5	Estela's Tavern	7,274 SqFt
6	Opportun Financial Services	1,350 SqFt
7	The Solution Insurance	1,250 SqFt
8-9	Sherwin Williams #2127	5,659 SqFt
10-12	South Garden Chinese Rest.	4,050 SqFt
13-14	Miami Dade County Library	2,950 SqFt
15-16	Bathroom Place	2,950 SqFt
17	Pilatots Hair Salon	1,350 SqFt
18	Sunset Dental	1,350 SqFt
20-24	Family Dollar	8,245 SqFt
25-26	Inkaholik Tattoos & Piercings	2,700 SqFt
27	Machu Picchu Restaurant	1,350 SqFt
28	El Atlakat Restaurant	2 169 SqFt
29-31	Kayleen's Daycare	4,868 SqFt
32-38	Presidente Supermarket #22	16,740 SqFt
39-41	Salon Centric	3,000 SqFt
42	Spin Cleaners	1,350 SqFt
43	Don Burrito Restaurant	1,600 SqFt
44	MetroPCS	1,600 SqFt
45	Long Hua Massage	1,350 SqFt
46	Jobita Hair Salon	1,350 SqFt
47	Los Perros Aqui Restaurant	1,260 SqFt
48	Coin Laundry	3,014 SqFt
49	Atlantis Academy	3,000 SqFt
	La Brasa Rotisserie & Grill	2,500 SqFt
	Dunkin Donuts	1,750 SqFt

**EXHIBIT B**  
**INDOOR AIR QUALITY SAFE PRACTICES**

It is the general policy of the Miami-Dade County, Internal Services Department, that landlords provide the tenants of a lease facility with a healthy working environment (the same standard holds true for sublandlords). The Sublandlord is responsible for the indoor air quality within the building and the Premises. As a result, the Sublandlord acknowledges and agrees to the following:

Controlling indoor air quality involves integrating three (3) 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.

**Prior to the Subtenant's occupancy in the Premises**

Testing may be performed by a qualified registered professional engineer or certified industrial hygienist to confirm that the ventilation system, in its minimum outdoor air setting, is delivering the quantities of outdoor air to the Premises, as the space and size are described in the Sublease Agreement. Either the Sublandlord or the Subtenant may elect to hire the qualified registered professional engineer or certified industrial hygienist to perform the testing. If performed by the Sublandlord, a validated report detailing the measurement and verification of air volume testing, adjusting and balancing shall be provided to the Subtenant, without any cost to the Subtenant.

During the installation of materials (in either the Subtenant's space or areas served by the Subtenant's HVAC system), if the materials have 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). Noticeably,

materials with no VOC will not result in any additional requirements. In the event that materials having, or potentially emitting, a VOC must be utilized, then the Premises shall be properly ventilated by either one hundred (100) percent outside air, or by using only the supply air fans and ducts; and any exhaust is to be provided through windows (if operable). This approach, the parties agree, reduces contamination of return air ducts, plenums, and insulation materials. 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 (1) week after the installation of the carpets or other remodeling activity.

The Sublandlord 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 Subtenant 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 Subtenant needs exceed the office HVAC design capacities, it is the responsibility of the Subtenant to notify the Sublandlord such that appropriate action can be undertaken. The cost of the installation of additional cooling or ventilation capacity if needed shall be the sole responsibility of the Subtenant.

Installation of large or high use photocopying machines, kitchen/vending equipment, or several large computer work stations will exceed the HVAC design capacity and may necessitate the installation of a direct coupled exhaust or additional cooling capacity. If the Subtenant needs exceed the office HVAC design capacities, it is the responsibility of the Subtenant to notify the Sublandlord such that appropriate action can be undertaken. The cost of the installation of additional cooling or ventilation (exhaust) capacity if needed shall be the sole responsibility of the Subtenant.

The operative temperature is recommended to range in which, theoretically, at least ninety (90%) percent 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 sixty (60%) percent 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.

<b>Suggested Ranges of Temperature and Relative Humidity During Summer and Winter</b>		
(Assumes typical summer and winter clothing at light/sedentary activity levels)		
<b>Relative Humidity</b>	<b>Winter Temperature</b>	<b>Summer Temperature</b>
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

**Indoor Air Quality Program**

This Indoor Air Quality Program should include but not limited to:

1. **Designee:** There shall be an assigned Indoor Air Quality Program (IAQP) coordinator qualified by appropriate training and experience that is equal with the complexity of the program to administer or oversee the program and conduct the required evaluations of the program effectiveness. Such IAQP coordinator will, at least at intervals of every two (2) years, have a reputable vendor perform indoor air quality testing in the Premises to ascertain the level and condition of the indoor air. Alternatively, the Subtenant, at its sole cost and expense, may regularly or on an as needed basis, have a reputable vendor perform indoor air quality testing in the Premises to ascertain the level and condition of the indoor air.
1. **Building Profile:** The Sublandlord, when requested by the Subtenant (which request may not be more than every two (2) years) and/or its vendor, provide any and all information regarding the building profile, which is necessary for a basic understanding of the building HVAC system(s) and which is necessary to set the foundation for the operations and maintenance of the indoor air.
2. **Operating Procedures:** The Sublandlord shall perform the daily operating and management of the building systems which directly affect the indoor air quality.
3. **Maintenance Procedures:** The Sublandlord shall have and maintain a preventive maintenance schedule for the building system components (excluding any equipment, furniture and fixtures which are the personal property of the Subtenant) that control and/or impact the indoor air quality.
4. **Audits:** The Subtenant may, at its sole cost and expense, perform an audits of the Premises, and specifically for the HVAC system and other systems and/or equipment that impact the indoor air quality. Should the audit determine that an adjustment needs to be made to the existing equipment and/or another action performed to improve the indoor air quality within the Premises, the Sublandlord shall, at its sole cost and expense, immediately undertake such action or improvement to improve the indoor air quality.
5. **Recordkeeping:** The Subtenant shall record all Subtenant complaints of building-related illnesses, which relate to, or may have been possibly impacted by, the indoor air quality in the building. These records are necessary to expedite review and evaluation of the system and to support implementation and operation of an adequate environmental air quality program. Whenever possible, the Subtenant hereby agrees to use an Environmental Air Quality Complaint Form to record the illnesses and indoor air quality issues.

ASHRAE, EPA and OSHA standards are updated on a regular basis, therefore, the Sublandlord should always follow the latest approved standards.

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.