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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

Agenda Item No. 8(F)(11)

Date: October 6, 2015

To: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

Subject: Lease Agreement with R-Gem, LLC, for Property Located at 1100 NE 163 Street, Suite 303, North Miami Beach, Florida, to be Utilized by Commissioner Sally A. Heyman as a District Office - Lease No. 07-2217-015-0330

Resolution No. R-839-15

Recommendation

It is recommended that the Board of County Commissioners (Board) authorize the execution of the attached Lease Agreement between Miami-Dade County and R-Gem, LLC (Landlord), a Florida limited liability company, for property located at 1100 NE 163 Street, Suite 303, North Miami Beach, Florida, to be utilized by Commissioner Sally A. Heyman as a district office. More specifically, the resolution does the following:

- Authorizes the lease of 950 square feet of air-conditioned office space together with parking in common and use of the common areas with other tenants; and
- Authorizes a lease term of one (1) year plus four (4) additional one-year renewal option periods.

Scope

When the County first leased this property in 2002, it was in District 4, which is represented by Commissioner Sally A. Heyman. Ordinance No. 11-103, adopted by the Board in December 2011, provided new boundaries for County Commission election districts. As a result of that redistricting, the property is now located in District 2, which is represented by Chairman Jean Monestime.

Fiscal Impact/Funding Source

The fiscal impact to District 4 for the initial lease term is estimated to be $21,871.57, which is comprised of $21,030.36 in base rent ($22.14 per square foot) and a $841.21 lease management fee that shall be paid to the Internal Services Department for administration of the Lease Agreement. The lease management fee is equal to four (4) percent of the base rent. The base rent includes all operating expenses, such as insurance, real estate taxes, utilities, and janitorial and some maintenance services.

The total fiscal impact for the initial lease term plus the four (4) additional one-year renewal option periods is estimated to be $116,119.16. This cost factors in a three (3) percent annual rental increase during the renewal option periods based on the annual base rent for the preceding lease year. The District 4 satellite office account will cover the cost of the Lease Agreement.

Track Record/Monitor

The County has no record of negative performance issues with the Landlord. The Lease Agreement was prepared by the Internal Services Department on behalf of Commissioner Sally A. Heyman. Dirk Duval of the Real Estate Development Division in the Internal Services Department is the Lease Monitor.

Delegation of Authority

Authorizes the County Mayor or the County Mayor's designee to execute the attached Lease Agreement and exercise all other rights conferred herein.

Background

Commissioner Sally A. Heyman has utilized this location as a district office since October of 2002. The current lease was approved by the Board on June 30, 2009 through Resolution No. R-824-09 for a five-year term. That lease agreement expired on October 31, 2014. However, the County remains on the property pursuant to a holdover provision in the lease agreement, which permits a month-to-month tenancy. The proposed Lease Agreement represents Commissioner Sally A. Heyman's desire to continue utilizing this property as a district office.

Additional Lease details are as follows:

COMPANY PRINCIPALS:	Rachel Sapoznik, President
LEASE TERM:	One (1) year, plus four (4) additional one-year renewal option periods. If the four (4) option periods are exercised, the total lease term will be five (5) years.
EFFECTIVE DATES:	Commencing the first day of the next calendar month following the effective date of the resolution by the Board approving the Lease Agreement.
RENTAL RATE:	The County currently pays $21,030.36 ($22.14 per square foot) in annual base rent. The annual base rent for the one-year initial term of the proposed Lease Agreement is the same as in the current lease. Under the proposed Lease Agreement, the annual base rent shall increase by three (3) percent per year during the renewal option periods. Operating expenses are included in the cost of the annual base rent.
LEASE CONDITIONS:	The Landlord's responsibilities under the Lease Agreement include the provision of water, electricity and janitorial services (interior and exterior), as well as the maintenance of the HVAC system and elevator. The County is responsible for maintenance of the premises and all trade fixtures contained therein in a safe, clean and neat condition; this includes maintenance of the lavatory, shower, toilet, wash basin, kitchen facilities and any supplemental HVAC system. The County is also responsible for installation and maintenance of phone and data equipment and security alarm monitoring services.
CANCELLATION PROVISION:	The County shall have the right, at any time, without cause, to terminate the Lease Agreement by providing the Landlord with at least a 90-day advanced written notice of such cancellation.

OTHER PROPERTIES EVALUATED:

2020 NE 163 Street, Suite 6, North Miami Beach – $26.00 per square foot on an annual basis. The Tenant is responsible for a proportional share of the operating expenses based upon the percentage of square footage occupied.

16300 NE 19 Avenue, Suite 2, North Miami Beach – $29.00 per square foot on an annual basis. The Tenant is responsible for a proportional share of the operating expenses based upon the percentage of square footage occupied.

Attachment

Edward Marquez
Deputy Mayor

MEMORANDUM
(Revised)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: October 6, 2015

FROM: R. A. Cuevas, Jr.
County Attorney

SUBJECT: Agenda Item No. 8(F)(11)

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**

_____ **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 ____, 3/5's ____, unanimous _____) 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)(11)
10-6-15

RESOLUTION NO. R-839-15

RESOLUTION APPROVING TERMS OF AND AUTHORIZING EXECUTION BY THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE OF A LEASE AGREEMENT BETWEEN MIAMI-DADE COUNTY AND R-GEM, LLC, FOR PREMISES LOCATED AT 1100 NE 163 STREET, SUITE 303, NORTH MIAMI BEACH, FLORIDA, TO BE UTILIZED BY COMMISSIONER SALLY A. HEYMAN AS A DISTRICT OFFICE WITH A TOTAL FISCAL IMPACT TO COMMISSION DISTRICT 4 ESTIMATED TO BE $116,119.16 FOR THE ONE-YEAR TERM OF THE LEASE AND THE ADDITIONAL FOUR ONE-YEAR RENEWAL OPTION PERIODS; 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 approves the Lease Agreement between Miami-Dade County and R-Gem, LLC, a Florida limited liability company, for the premises located at 1100 NE 163 Street, Suite 303, North Miami Beach, Florida, to be utilized by Commissioner Sally A. Heyman as a district office, with a total fiscal impact to Commission District 4 estimated to be $116,119.16, for the one-year term of the initial lease and the additional four, one-year renewal option periods, in substantially the form attached hereto and made a part hereof; and authorizes the County Mayor or the County Mayor's designee to execute the Lease Agreement for and on behalf of Miami-Dade County and to exercise any and all other rights conferred therein.

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

Jean Monestime, Chairman **aye**
Esteban L. Bovo, Jr., Vice Chairman **aye**

Bruno A. Barreiro	**aye**	Daniella Levine Cava	**aye**
Jose "Pepe" Diaz	**aye**	Audrey M. Edmonson	**aye**
Sally A. Heyman	**absent**	Barbara J. Jordan	**aye**
Dennis C. Moss	**aye**	Rebeca Sosa	**aye**
Sen. Javier D. Souto	**aye**	Xavier L. Suarez	**aye**
Juan C. Zapata	**absent**		

The Chairperson thereupon declared the resolution duly passed and adopted this 6th day of October, 2015. 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: Christopher Agrippa
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency. GBK

Geri Bonzon-Keenan

OFFICE LEASE

by and between

R-Gem, LLC
a Florida Limited Liability Company

("Landlord")

and

Miami-Dade County
a political subdivision of the State of Florida

("Tenant")

Dated as of

_____, 2015

Folio No.: 07-2217-015-0330

OFFICE LEASE

This Office Lease ("Lease") is made between R-Gem, LLC, a Florida Limited Liability Company, whose principal place of business is located at 1100 N.E. 163 Street, Second Floor, North Miami Beach, Florida 33162 ("Landlord"), and Miami-Dade County, a political subdivision of the State of Florida, whose principal place of business is located at 111 N.W. First Street, Miami, Florida 33128 ("Tenant").

LEASE OF PREMISES

Landlord hereby leases to Tenant, and Tenant hereby leases from the Landlord, subject to all of the terms and conditions set forth herein, that certain property (the "Premises"), which is further described below in *Item 4* of the Basic Lease Provisions, and as shown on the illustration attached hereto as "Exhibit A". The Premises is located in the Building described below in *Item 2* of the Basic Lease Provisions. The Building is located on that certain land (the "Land"), which is more particularly described below in *Item 3* of the Basic Lease Provisions, which is also improved with landscaping, parking facilities and other improvements, fixtures, common areas, and appurtenances now or hereafter placed, constructed, or erected on the Land.

BASIC LEASE PROVISIONS

1. **Tenant:** Miami-Dade County
   a political subdivision of the State of Florida

2. **Building:** 1100 N.E. 163 Street, N. Miami Beach, Florida 33162

3. **Land (including Folio No.):** 07-2217-015-0330

4. **Premises:** 1100 N.E. 163 Street #303, N. Miami Beach, Florida 33162

5. **Size of Rentable Area:** 950 square feet

6. **Size of the Building:** 16,700 square feet

7. **Basic Rent:**

Period	Monthly Base Rent	Annual Base Rent	Square Foot Cost
Year 1	$1,752.53	$21,030.36	$22.14

8. **Additional Rent:** None

9. **Tenant's Pro Rata Share of Operating Costs:** None

10. **Cost for Build-out:** N/A

11. **Security Deposit:** None

12. **Base Year for Taxes:** N/A

13. **Base Year for Operating Costs:** N/A

14. **Initial Term:** One (1) Year

15. **Lease Commencement Date:** The first day of the next calendar month following the effective date of the resolution by the Board of County Commissioners (the "Board") approving this Lease Agreement.

16. **Termination Date:** One (1) year thereafter.

17: **Right of Early Cancellation:** Ninety (90) days advanced written notice to Landlord

18: **Holdover:** Month-to-Month

19. **Renewal Option(s):** Four (4) One-Year renewal options with three (3%) percent rental increases annually.

20. **Broker(s)**

Landlord's Broker: None

Tenant's Broker: None

21. **Number of Parking Spaces:** N/A

22. **Address for Notices:**

To Landlord:

R-Gem, LLC
1100 N.E. 163 Street
Second Floor
North Miami Beach, Florida 33162
Attention: Kevin Mitchell
Director of Operations

To Tenant:

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

With copy to::

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

Miami, Florida 33128

23. **Place of Payment:** 1100 N.E. 163 Street, Second Floor, North Miami Beach, Florida 33162

This Lease consists of the foregoing introductory paragraphs and Basic Lease Provisions (consisting of paragraphs 1 through 23), along with any and all exhibits, all of which are incorporated herein by this reference. In the event of any conflict between the information contained in the Basic Lease Provisions, and the language in the Standard Lease Provisions, which follow, the Standard Lease Provisions shall control.

STANDARD LEASE PROVISIONS

1. **LEASE GRANT**

(a) Landlord hereby leases to the Tenant that certain Premises, which is located at 1100 N.E. 163 Street #303, North Miami Beach, Florida 33162, consisting of 950 rentable square feet of space, which together is shown on the illustration that is attached hereto, marked as "Exhibit A", and is included herein by reference.

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

(c) The Tenant hereby accepts the Premises in its current "as-is" "where-is" condition, with any and all faults, except to the extent that all components shall be in good condition and in good working order as of the commencement of this Lease, and to the extent that the Landlord has agreed to make any improvements and/or repairs to the Premises, as described herein below.

(d) The Tenant shall have parking in common with other Tenants at all times during the term of this Lease, and therefore the Tenant, and its employees, agents, contractors, licensees, and invitees, shall be entitled to utilize such parking spaces at any time during the normal business hours of the Building. Such parking spaces shall be contiguous to one another, and shall conform to all existing governmental codes in effect at the time of Tenant's occupancy.

(e) The Landlord hereby grants to the Tenant the non-exclusive right to use, in common with the Landlord and the other tenants of the Building and the Land, the portions of the Building and the Land intended to be used for common use, including, but not limited to parking lot areas, roads, driveways, passageways, landscaped areas, the lobby(ies), corridors, elevators and escalators.

2. **TERM**

(a) The initial term of this Lease shall be for a period of one (1) year, and shall commence on the later of: (i) on the first day of the next calendar month following the effective date of the resolution by the Board approving this Lease Agreement. The date marking the beginning of the Lease shall be the Commencement Date.

(b) Renewal Option. Subject to the provisions hereinafter set forth, the Landlord hereby grants to the Tenant an option to extend the term of this lease, on the same terms, conditions, and provisions as contained in this Lease, except as otherwise provided in this paragraph. The Landlord hereby grants the Tenant the option to extend the term of this Lease for four (4) additional one-year renewal option periods so long as the Tenant is not in default of any of the terms and/or conditions of this Lease, and the Landlord and/or the Tenant has not provided written intent to terminate the renewal of this Lease. Should the Landlord and/or the Tenant fail to provide written termination of this Lease, within ninety (90) days of the annual anniversary of the Commencement Date, then this Lease shall automatically be renewed. The four (4) additional one-year renewal option periods will remain in full force and effect so long as Tenant complies with all of the terms and conditions herein. The annual rent for the Premises payable during each renewal option period shall increase by three (3%) percent annually, beginning from the amount of the Annual Base Rent for the prior lease year.

(c) Holdover. If Tenant retains possession of the Premises after the expiration of this Lease, unless otherwise agreed in writing, such possession shall automatically become one of month-to-month, and the rent shall be the same rent as the last amount in effect at the expiration of this Lease, and all of the other terms and conditions of this Lease shall remain the same, and be applicable during such holdover period.

3. **RENT**

(a) The Tenant agrees to pay Base Rent to the Landlord for the first year of the term of this Lease in the amount of Twenty-One Thousand Thirty Dollars and Thirty-Six Cents ($21,030.36), which represents Twenty-Two Dollars and Fourteen Cents ($22.14) per square foot.

Period	Monthly Base Rent	Annual Base Rent	Square Foot Cost
Year 1	$1,752.53	$21,030.36	$22.14

(b) All monthly installments of Base Rent shall be payable in advance on the first (1st) day of each calendar month during the term hereof, with the exception of the month of October, which will be processed after the close of the Tenant's fiscal year on September 30th of each year. Rent for the first and last months of the term hereof shall be prorated, if necessary, based upon the number of days during each said month that this Lease is in effect. Unless otherwise authorized in this Lease, all Base Rent shall be due and payable without notice, demand, deduction, or offset to the office of the Landlord, or to such other place as the Landlord might designate in writing. Further, the Landlord acknowledges and agrees that the Tenant is not permitted, by ordinance, to pay late fees.

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

(d) Tenant's Pro Rata Share of Operating Expenses and Taxes. No other cost, expenses and or fees are required to be paid by the Tenant to the Landlord.

4. **PURPOSE**

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

(b) The Tenant shall not, at any time, use or occupy the Premises, or permit any act or omission in or about the Premises, in violation of any law, statute, ordinance, or any governmental rule, regulation, or order, and the Tenant shall, upon written notice from the Landlord, discontinue any use of the Premises which is declared by any governmental authority to be a violation of law. If any law(s) shall, by reason of the nature of Tenant's use or occupancy of the Premises, impose any

duty upon the Tenant or Landlord with respect to the following: (i) modification or other maintenance of the Premises, the Building, or the Land; or (ii) the use, alteration, or occupancy thereof, the Tenant shall comply with such law at Tenant's sole cost and expense.

(c) The Tenant shall neither suffer nor permit the Premises, nor any part thereof, to be used in any manner, nor anything to be done therein, nor suffer or permit anything to be brought into or kept therein, which would in any way: (i) make void or voidable any fire or liability insurance policy then in force with respect to the Premises, the Building, and/or the Land; (ii) make unobtainable from insurance companies authorized to do business in the State of Florida and fire insurance with extended coverage, or liability, elevator, or other insurance required to be furnished by the Landlord under the terms of any lease or mortgage to which this Lease is subordinate at standard rates; (iii) cause or in the Landlord's reasonable opinion be likely to cause physical damage to the Premises, the Building, and/or the Land; (iv) constitute a public or private nuisance; (v) impair the appearance, character or look of the Building; (vi) discharge objectionable fumes, odors, or vapors into the air conditioning system of the Building, or into the Building flues or vents not designed to receive them or otherwise in such manner as may unreasonably offend other occupants of the Building; (vii) impair or interfere with any of the Building services or impair or interfere with or tend to impair or interfere with the use of any of the other areas of the Building by, or extended periods of discomfort, or annoyance to the Landlord, or any of the other tenants or occupants of the Building, any such impairment or interference to be based upon the judgment of the Landlord; (viii) create unnecessary waste in, on or around the Premises, the Building, and/or the Land; and/or (ix) make any noise or set up any vibration which will disturb other tenants, except in the course of repair, or alterations, or at other times authorized by the Landlord.

5. **SERVICES AND UTILITIES**

(a) Landlord shall furnish, or cause to be furnished, to the Premises the utilities and services described below, Monday through Friday (except county, state, and federal holidays), subject to the conditions and standards set forth in this Lease.

(b) Water. Landlord agrees to furnish water to the Building for use in lavatories and drinking fountains, as well as to the Premises.

(c) Electrical. During regular business hours, from 7:00 a.m. to 7:00 p.m., the Landlord shall provide electricity to the Building and the Premises for normal office purposes, including, but not

limited to, fluorescent and incandescent lighting, including task and task ambient lighting systems, and for normal office equipment, computers, and computer peripherals (provided they do not require any additional voltage or special electrical requirements) executive kitchen equipment, and internal communications systems (which may include cellular antennas, wifi, and/or wifi booster), duplicating machines, and audio equipment. To the extent that electrical current is utilized in excess of the normal amounts, as indicated above, then Tenant shall pay the Landlord such amount(s) as is necessary to cover the cost of providing such excess electricity. The Landlord shall have the right, if it determines based upon its own judgment that the Tenant is using electrical current for purposes other than those described above, or in excess of normal office use, to notify the Tenant in writing that it intends to install a check meter to determine the amount of electricity that the Tenant is utilizing, and then after a thirty (30) day notice period, at its own cost and expense, install such check meter. Alternatively, if the Premises is separately metered, then the Tenant shall be responsible for the payment of its own electricity.

(d) HVAC. During regular business hours, from 7:00 a.m. to 7:00 p.m., the Landlord shall provide heating and air conditioning in season to both the Building, and the Premises, and at temperatures that are standard for comparable buildings in Miami-Dade County, or as are required by a governmental authority. Tenant, upon such advance notice as is reasonably required by the Landlord, shall have the right to receive HVAC services during non-regular business hours, however, the Tenant hereby agrees to pay the Landlord the standard charge for the additional HVAC services, as Additional Rent, as such cost is reasonably determined by the Landlord. Further, the Landlord hereby agrees to have the coils and vents of the HVAC system cleaned and examined on a regular basis, and no less than on a bi-annual basis.

(e) Elevator Service. If applicable (if an elevator is in the Building), then the Landlord shall provide passenger elevator service to and from the Premises for the Tenant, and its agents, servants, employees, invitees and licensees, in common with the other tenants of the Building, from 7:00 a.m. to 8:00 p.m. Landlord shall provide, at minimum, limited freight elevator service, at such times as the Landlord shall determine in consultation with the Tenant.

(f) Janitorial. The Landlord shall provide janitorial services to the Premises, and such services shall include, but not limited to, window washing (interior and exterior), along with daily dusting, vacuuming, empting trash and rubbish bins, light bulb replacement, cleaning and sanitizing

lavatories, kitchen areas, and drinking fountains, as well as regularly replacing toilet paper and hand towels. In addition, the janitorial services in and about the Premises shall be provided by the Landlord to a standard that is customarily provided in similar office buildings.

(g) Renovation. The Landlord, on a bi-annual basis, shall paint the walls and ceiling of the Premises and replace any needed flooring including, but not limited to carpeting and/or tiles, or at minimum inspect the Premises with the Tenant to determine if any renovation work is necessary, and in addition, replace or repair any worn, stained, damaged, soiled, or unhygienic carpeting and/or tiles, which cannot be restored by cleaning, as determined by the Tenant.

6. MAINTENANCE AND REPAIRS

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

that the Landlord fails to properly or timely maintain and repair the Building, the Premises, and/or the Land, the Tenant, unless otherwise described in this Lease, shall have the right, but shall not be required to do so, after thirty (30) days' written notice to the Landlord, to make any and all repairs to the Building, the Premises, and/or the Land, which the Tenant reasonably believes is necessary to timely and properly operate its business functions, and/or which present a reasonable concern for safety for the Tenant, or any of its agents, vendors, employees, licensees, or invitees, and the cost of such repairs, including materials, labor, and overhead, at Tenant's election may be invoiced to the Landlord, or such amount reduced from the Base Rent. Further, the Tenant shall have no liability to the Landlord for any damage, inconvenience or interference regarding the use or any damage to the Building 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 to timely and properly make any repairs, alterations, improvements in or to any portion of the Building, the Premises, and/or the Land.

(a.1) Notwithstanding the forgoing, the Landlord shall make any and all necessary repairs to the HVAC system within 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 Base Rent payment for the costs associated with such repair(s); (ii) utilize employees of the Tenant to repair the HVAC system, and reduce the Base Rent payment for the costs associated with such repair(s); and/or (iii) not occupy the Premises, and reduce the Base Rent by the number of days that the Premises was not utilized by the Tenant, in addition to reducing the Base Rent by any and all damages, such as loss of business.

(a.2) In order to minimize any disruption to the Tenant's use of the Premises, the Landlord shall notify the Tenant in advance of any maintenance and/or repairs to be performed in the Premises, and/or which will 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.

(b) Tenant's Duties. The Tenant, at Tenant's sole cost and expense, shall, except for services furnished or otherwise provided by the Landlord, maintain the Premises, and all trade fixtures contained therein ("within the four walls") in a safe, clean, and neat condition, and otherwise in good order and repair (note, standard electrical and plumbing fixtures are not included). The Tenant shall maintain lavatory, shower, toilet, wash basin, kitchen facilities, and any supplemental HVAC system (including all plumbing connected to said system installed by or on behalf of the Tenant). Further, the Tenant shall pay for the cost of any repairs to the Premises, the Building, or the Land made necessary by any gross negligence or willful misconduct of the Tenant, or any of its agents, vendors, employees, licensees, or invitees. In the event that the Tenant fails to so maintain the Premises in good order, condition, and repair, the Landlord shall give the Tenant thirty (30) days' notice to do such acts as are reasonably required to properly maintain the Premises. In the event that the Tenant fails to 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 and repairs. Landlord shall have no liability to Tenant for any damage, inconvenience or interference with the use of the Premises by Tenant as a result of performing any such work.

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

7. **ALTERATIONS AND IMPROVEMENTS**

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

(b) All alterations, improvements, and/or additions to the Premises shall be deemed a fixture, and thereby a part of the real estate and property of the Landlord, and shall remain upon and be surrendered with the Premises as a part thereof without molestation, disturbance or injury at the end of the term of this Lease, whether by expiration or otherwise, unless the Landlord, by notice given to the Tenant, shall elect to have the Tenant remove all or any such alterations, additions, and/or improvements (excluding non-movable office walls), and in such event, the Tenant shall promptly after the termination of this Lease, remove, at its sole cost and expense, such alternations, improvements, and/or additions, and restore the Premises to the condition in which the Premises was in prior to the making of the same, reasonable wear and tear excepted. Notwithstanding the foregoing, all moveable partitions, IT communication cabling and wiring, telephones, and other machines and equipment which are installed in the Premises by or for the Tenant, without expense to the Landlord, and can be removed without structural damage to, or defacement of, the Building or the Premises, and all furniture, furnishing, and other articles of personal property owned by the Tenant, and located in or about the Premises (all of which are herein called the "Tenant's Property") shall be and remain the property of the Tenant, and may be removed by the Tenant at any time during the term of this Lease. However, if any of the Tenant's Property is removed, Tenant shall repair or pay the cost of repairing any damage to the Building, and/or the Premises, resulting from such removal. All additions, improvements, and/or alterations which are to be surrendered with the

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

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

(d) Tenant shall have the right, at its sole cost and expenses, to continue, or otherwise install, a burglar alarm system, and/or an antenna within the Premises, or within the Building, to provide better cellular telephone reception primarily for the Tenant, and its employees.

8. **RIGHT OF QUIET ENJOYMENT**

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

(b) Landlord shall pay any and all taxes and assessments so as not to jeopardize Tenant's use and occupancy of the Premises. The foregoing notwithstanding, the Landlord shall be entitled to contest any tax or assessment which it deems to be improperly levied against the Premises, the

Building, and/or the Land, so long as the Tenant's use of the Premises is not interfered with throughout the term of this Lease.

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

9. **ASSIGNMENT AND SUBLETTING**

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

(b) In the event of any such assignment or subletting, the Tenant shall remain fully liable for the performance of all of the terms and conditions of this Lease, unless the Landlord, in writing, consents to the Tenant being released from any further liability or responsibility under this Lease.

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

(d) To the extent that the Landlord's consent is necessary, the Tenant shall provide the Landlord with a copy of any proposed assignment or sublease of the Premises, and to the extent then available a copy of any document pursuant to which any such assignment or sublease may be made, at least twenty (20) business days prior to the proposed effective date of the assignment or sublease. The Landlord shall approve or disapprove of the proposed assignment or sublease within ten (10)

business days of receiving the proposed assignment or sublease. The failure of the Landlord to disapprove any proposed assignment or sublease with such ten (10) day period shall be deemed to be an approval by the Landlord of such proposed assignment or sublease.

(e) The Landlord shall have the sole and absolute right to any and all amounts paid or payable to the Tenant, from any assignee or sub-tenant, in excess of the Rent and other charges payable by Tenant, and the Landlord may, at its election, receive the same directly from the assignee or sub-tenant, or require the Tenant to collect and remit the same to the Landlord as Additional Rent hereunder.

10. **LIENS AND INSOLVENCY**

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

11. **EMINENT DOMAIN**

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

(b) If a total taking of the Premises, the Building, or the Land occurs, or if a partial taking or the sale of the Building, or the Land occurs, and it: (i) results in an inability of the Tenant to use the Premises for the Tenant's intended purpose, as determined by the Tenant; or (ii) renders the Building unviable or useless to Landlord or the Tenant, this Lease shall terminate, with such termination being made effective one-hundred eighty (180) days after the Tenant receives notice of such taking, or when the taking occurs, whichever is sooner.

(c) All condemnation awards and similar payments shall be paid and belong to the Landlord, except any amounts otherwise described above in this Lease, in addition to any amounts awarded or paid specifically for Tenant's trade fixtures, loss of business, relocation costs, and other benefits that the Tenant is otherwise entitled to receive under the law. Nothing contained herein shall prevent or diminish the Tenant's right to deal on its own behalf with the condemning authority.

12. **ACCESS OR ENTRY BY LANDLORD**

(a) Upon three (3) business days prior written notice to Tenant (except in the event of emergency), the Landlord or Landlord's employees, agents, and/or contractors may enter the Premises at reasonable times for the purpose of inspecting, altering, improving, or repairing the Premises, or other portions of the Building, and for ascertaining compliance by Tenant with the provisions of this Lease.

(b) Landlord may also show the Premises to prospective purchasers, renters (but only within the last four (4) months of the term of this Lease), or lenders during regular business hours, and upon 48 hours prior written notice to Tenant, provided that the Landlord shall not unreasonably interfere with the Tenant's business operations, or with Tenant's use and occupancy of the Leased Premises.

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

13. **SIGNAGE**

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

(b) The Tenant shall be entitled to have its name displayed on any and all existing Building directory, if any, and any outdoor monument sign, if any, at the Landlord's sole cost and expense; provided, however, in the event that the Tenant requests any changes to the initial display, the

Tenant hereby agrees that any out-of-pocket costs incurred by the Landlord in connection with such changes shall be the responsibility of the Tenant, and shall be reimbursed by the Tenant within thirty (30) calendar days following receipt of an invoice and evidence of actual payment related thereto.

14. **INSURANCE**

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

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

15. **INDEMNIFICATION**

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

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

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

16. **HAZARDOUS MATERIALS**

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

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

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

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

If the Premises, or any part thereof, or any appurtenance thereto, is so damaged by fire, casualty or structural defects, such damage or defects not being the result of any act of negligence by Tenant, or by any of Tenant's agents, employees, vendors, or invitees, that the same cannot be used for Tenant's purposes, then Tenant shall have the right within ninety (90) days following damage to elect by notice to Landlord to terminate this Lease as of the date of such damage. In the event of minor damage to any part of the Premises, and if such damage does not render the Premises unusable

for Tenant's purposes, Landlord shall promptly repair such damage at the cost of the Landlord. In making the repairs called for in this paragraph, Landlord shall not be liable for any delays resulting from *force majure*. Tenant shall be relieved from paying rent and other charges during any portion of the Lease term that the Premises uninhabitable, inoperable, or otherwise unfit for occupancy, or use, in whole or in part, for Tenant's purposes. Rent payments and other charges paid in advance for any such periods shall be credited on the next ensuing payments, if any, but if no further payments are to be made, any such advance payments shall be refunded to Tenant. The provisions of this paragraph extend not only to the matters aforesaid, but also to any occurrence which is beyond Tenant's reasonable control and which renders the Premises, or any appurtenance thereto, uninhabitable, inoperable or otherwise unfit for occupancy or use, in whole or in part, for Tenant's purposes.

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

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

(b) If an Event of Default occurs, the Landlord may: (i) without obligation to do so, and without releasing the Tenant from any obligation under this Lease, make any payment or take any action the Landlord may deem necessary or desirable to cure such Event of Default, and the

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

19. **LANDLORD'S DEFAULT AND REMEDIES**

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

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

20. **ATTORNEYS' FEES**

In the event either party requires the services of an attorney in connection with enforcing any of the terms, covenants, and/or conditions of this Lease, or in the event a lawsuit is brought for the recovery of any Rent due under this Lease, or for any other sum or amount, or for the breach of any

term, covenant, and/or condition of this Lease, or for return of the Premises to the Landlord and/or eviction of the Tenant during the term, or after the expiration thereof, the party prevailing in any such legal action shall be entitled to an award for any and all legal costs and expenses, including, but not limited to, a reasonable sum for attorneys' fees, and expenses associated with expert witnesses, whether incurred at trial, on appeal, or otherwise.

21. **CANCELLATION**

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

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

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

23. **CONDITION OF PREMISES AT TERMINATION**

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

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

24. **NOTICES**

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

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

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

To Landlord: R-Gem, LLC
1100 N.E. 163 Street, Second Floor
North Miami Beach, Florida 33162
Attention: Kevin Mitchell, Director of Operations

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

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

Landlord hereby represents and covenants to Tenant that:

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

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

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

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

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

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

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

(h) Landlord represents and covenants that there are no vermin, termites, insects, or pests of any kind or nature within the Premises, and/or in the Building. Should the Tenant find evidence of anything to the contrary, the Landlord shall immediately rectify the situation by employing a pest exterminator.

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

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

27. **FORCE MAJURE**

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

28. **RADON GAS**

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

29. **BUILDING RULES**

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

30. **MISCELLANEOUS**

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

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

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

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

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

F.) Entire Agreement. It is expressly understood and agreed that this Lease contains all of the terms, covenants, conditions, and agreements between the parties hereto relating to the subject matter of this Lease, and that no prior agreements, contracts, or understandings, either oral or written, pertaining to the same shall be valid or of any force and/or effect. This Lease contains the entire agreement between the parties hereto, and shall not be amended, modified, or changed in any manner except by a written instrument, which is approved by the Board of County Commissioners, and signed by the County Mayor, or the County Mayor's designee.

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

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

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

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

K.) Waiver. Any waiver on behalf of any party shall be evidenced in writing. Landlord or Tenant's failure to take advantage of any default hereunder, or breach of any term, covenant, condition, or agreement of this Lease on the part of the Landlord or Tenant to be performed shall not be (or be construed to be) a waiver thereof. Likewise, the parties further agree that any custom or

practice that may grow between the parties in the course of administering this Lease cannot be construed to waive or to lessen the right of the Landlord or Tenant to insist upon the complete performance by the Landlord or the Tenant of any term, covenant, condition, or agreement hereof, or to prevent the exercise any rights given by either of them on account of any such custom or practice. Waiver of a particular default under this Lease, or waiver of any breach of any term, condition, covenant, or agreement of this Lease, or any leniency shown by the Landlord or the Tenant in respect thereto, shall not be construed as, or constitute a waiver of any other or subsequent defaults under this Lease, or a waiver of the right of either party to proceed against the other party for the same or any other subsequent default under, or breach of any other term, covenant, condition, or agreement of this Lease.

L.) Subordination. This Lease is and shall be subject and subordinate in all respects to any and all mortgages and deeds of trusts, now or hereafter placed on the Building, the Land, and/or the Premises, and to all renewals, modifications, and extensions thereof.

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

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

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

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

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

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

(OFFICIAL SEAL)

Signed in the presence of:

Print Name: G. Gila Levy

Print Name: Karen Mitchell

LANDLORD

R-GEM, LLC, a Florida Limited Liability Company

By:

Name: Rachel Sapoznik

Title: President / CEO

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

By:

Deputy Clerk

Approved by the County Attorney as

To form and legal sufficiency.

TENANT

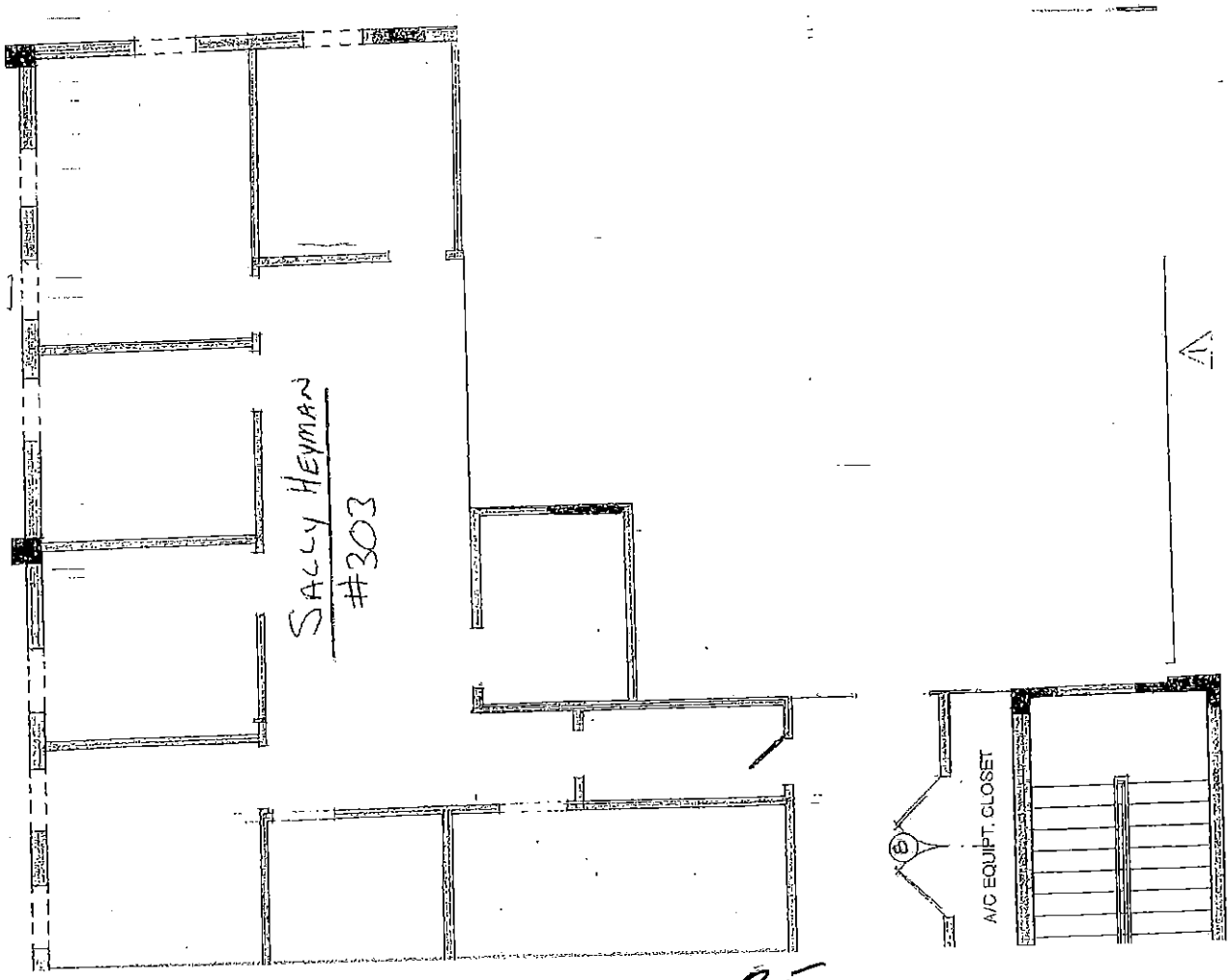
MIAMI-DADE COUNTY, FLORIDA

BY ITS BOARD OF COUNTY COMMISSIONERS

By:

Name: Carlos A. Gimenez

Title: Mayor

EXHIBIT A

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