

MEMORANDUM

Agenda Item No. 8(F)(1)

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

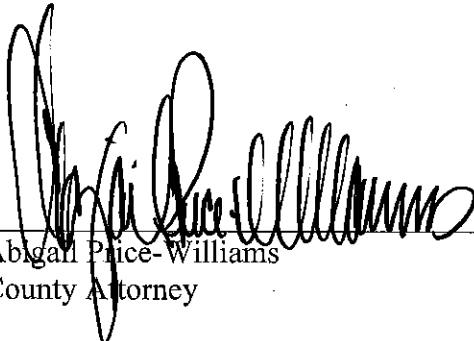
DATE: July 6, 2016

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Resolution approving, pursuant to Section 125.38 Florida Statutes, terms of and authorizing execution by the County Mayor of a retroactive lease agreement between Miami-Dade County and the Greater South Dade/South Miami/Kendall Chamber of Commerce, Inc., a Florida not-for-profit corporation, for the premises located at 900 Perrine Avenue, Palmetto Bay, Florida, to be utilized as office space, with a total rental revenue to the County estimated to be \$37,549.94, for the initial six-year term of the lease and the two, two-year renewal option periods

Resolution No. R-614-16

The accompanying resolution was prepared by the Internal Services Department and placed on the agenda at the request of Prime Sponsor Commissioner Daniella Levine Cava.



Abigail Price-Williams
County Attorney

APW/lmp

Date: July 6, 2016

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

From: Carlos A. Gimenez 
Mayor

Subject: Retroactive Lease Agreement with the Greater South Dade/South Miami/Kendall Chamber of Commerce, Inc. for Property Located at 900 Perrine Avenue, Palmetto Bay, Florida
Lease No. 33-5032-004-2610-L01

Recommendation

It is recommended that the Board of County Commissioners (Board) authorize execution of the attached Retroactive Lease Agreement (Lease) between Miami-Dade County (County) and the Greater South Dade/South Miami/Kendall Chamber of Commerce, Inc. (Tenant), a Florida not-for-profit corporation, for administrative office space located at 900 Perrine Avenue, Palmetto Bay, Florida. More specifically, the resolution does the following:

- Authorizes the lease of 2,165 square feet of air-conditioned office space to administer programs, services, and events intended to enhance the economic welfare of the greater South Dade region, including South Miami, Kendall, Cutler Bay, Pinecrest and Palmetto Bay; and
- Authorizes an initial lease term of six (6) years, effective retroactively on January 1, 2012, plus two (2) additional two-year renewal option periods.

Scope

The property is located in County Commission District 8, which is represented by Commissioner Daniella Levine Cava.

Fiscal Impact/Funding Source

The County, through the Internal Services Department, is the Landlord of the leased premises. The total rental revenue to the County for the initial lease term shall be \$12,027.04. The annual rent shall increase by two (2) percent commencing on January 1, 2017, through the renewal option periods. The total projected revenue to the County for the initial lease term and the two (2) two-year renewal option periods is estimated to be \$37,549.94, which shall be deposited into the Internal Services Department General Fund subsidy.

Track Record/Monitor

The County has no record of negative performance issues with the Tenant. The Lease was prepared by the Internal Services Department's Real Estate Development Division, and Dirk Duval in that division is the Lease Monitor. A copy of the Lease will be provided to the Property Appraiser's Office within 30 days of its execution.

Delegation of Authority

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

Background

The Tenant, through Resolution No. R-1264-75, commenced leasing the subject premises from the County in December 1975. The most recent lease agreement was approved by the Board in December 2002 through Resolution No. R-1391-02, authorizing a five-year initial lease term beginning on January 1, 2003 plus two (2) two-year renewal option periods. The second option to renew period expired on

December 31, 2011. Upon expiration of that term, the Tenant expressed an interest in purchasing the property. Discussions occurred between the County and the Tenant regarding the possible purchase of the property and culminated in the decision to execute a new lease agreement. The Tenant has remained in the property under the terms of the prior lease agreement until this proposed Lease is approved.

The Tenant will continue to use the property, pursuant to Section 125.38 of the Florida Statutes, for the promotion of the community interests and welfare purposes for which it was organized.

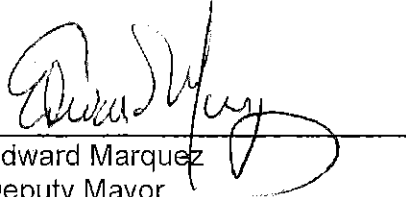
Additional lease details are as follows:

- COMPANY PRINCIPALS: Mary S. Russell, President
- LEASE TERM: Six (6) years, retroactive to January 1, 2012, plus two (2) additional two-year renewal option periods.
- EFFECTIVE DATES: Commencing on January 1, 2012 and expiring on December 31, 2017.
- RENTAL RATE: For the period of January 1, 2012 through December 31, 2015, the annual rent for the proposed Lease will be \$1.00 for a total of \$4.00. For the period of January 1, 2016 through December 31, 2016, the rent shall be \$5,952.00 (\$2.75 per square foot). For the period of January 1, 2017 through December 31, 2017, the rent shall be \$6,071.04 (\$2.80 per square foot). The annual rent shall increase by two (2) percent during the renewal option periods.
- LEASE CONDITIONS: The Tenant shall pay all costs associated with the leased property for utilities, including, but not limited to, water, sewer, gas, and electricity. The Tenant shall also be responsible for repair and maintenance of the structural portions of the leased property including, but not limited to, the roof, plumbing, flooring, HVAC and electrical systems.
- CANCELLATION PROVISION: The Tenant shall have the right at any time to terminate the Lease by providing the County at least 60 days' written notice of such termination. The County shall have the right to terminate the Lease at any time by providing the Tenant at least 90 days' written notice of such termination.
- OTHER PROPERTIES EVALUATED: Pursuant to Resolution No. R-333-15, the Internal Services Department, Real Estate Development Division conducted an in-house survey of the comparable rental values in the area of the subject property. Those findings are provided below.
- 9730 E Hibiscus Street, Palmetto Bay – \$15.00 per square foot on an annual basis. This is a full service lease and the landlord is responsible for all operating costs and expenses.

16201 SW 95 Avenue, Palmetto Bay – \$15.00 per square foot on an annual basis. This is a full service lease and the landlord is responsible for all operating costs and expenses.

15924 SW 92 Avenue, Palmetto Bay – \$14.00 per square foot on an annual basis.

Attachment

A handwritten signature in black ink, appearing to read "Edward Marquez", written over a horizontal line.

Edward Marquez
Deputy Mayor



MEMORANDUM

(Revised)

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

DATE: July 6, 2016

FROM: Abigail Price-Williams
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 ____, 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)(1)
7-6-16

RESOLUTION NO. R-614-16

RESOLUTION APPROVING, PURSUANT TO SECTION 125.38 FLORIDA STATUTES, TERMS OF AND AUTHORIZING EXECUTION BY THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE OF A RETROACTIVE LEASE AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE GREATER SOUTH DADE/SOUTH MIAMI/KENDALL CHAMBER OF COMMERCE, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION, FOR THE PREMISES LOCATED AT 900 PERRINE AVENUE, PALMETTO BAY, FLORIDA, TO BE UTILIZED AS OFFICE SPACE, WITH A TOTAL RENTAL REVENUE TO THE COUNTY ESTIMATED TO BE \$37,549.94, FOR THE INITIAL SIX-YEAR TERM OF THE LEASE AND THE TWO, TWO-YEAR RENEWAL OPTION PERIODS; AND AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXERCISE ANY AND ALL OTHER RIGHTS CONFERRED THEREIN; AND DIRECTING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO PROVIDE AN EXECUTED COPY OF THE RETROACTIVE LEASE AGREEMENT TO THE PROPERTY APPRAISER'S OFFICE WITHIN THIRTY DAYS OF THE EXECUTION OF THE RETROACTIVE LEASE AGREEMENT

WHEREAS, the Greater South Dade/South Miami/Kendall Chamber of Commerce, Inc., is a State of Florida not-for-profit corporation; and

WHEREAS, the Greater South Dade/South Miami/Kendall Chamber of Commerce, Inc., desires to lease certain County-owned property located at 900 Perrine Avenue, Palmetto Bay, Florida; and

WHEREAS, the Board is satisfied that pursuant to Section 125.38, Florida Statutes, the Greater South Dade/South Miami/Kendall Chamber of Commerce, Inc., requires the property for a use consistent with its mission and in support of the community interest and welfare purposes for which it is organized, and finds that such a lease agreement for that use, would promote community interest and welfare, and the property is not otherwise needed for County purposes; and

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:

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

Section 2. This Board hereby approves, pursuant to Section 125.38, Florida Statutes, the terms of the Retroactive Lease Agreement in substantially the form attached hereto and incorporated herein by reference between Miami-Dade County and the Greater South Dade/South Miami/Kendall Chamber of Commerce, Inc., a Florida not-for-profit corporation, for the premises located at 900 Perrine Avenue, Palmetto Bay, Florida, to be utilized as office space, with a total rental revenue to the County estimated to be \$37,549.94, for the initial six-year term of the lease and the two additional renewal option periods.

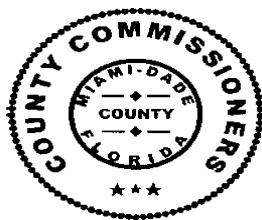
Section 3. This Board hereby authorizes the County Mayor or the County Mayor's designee to execute the Retroactive Lease Agreement, in substantially the same form attached hereto and to exercise any and all rights conferred therein.

Section 4. The County Mayor or the Mayor's designee is hereby directed to provide to the Property Appraiser's Office an executed copy of the Retroactive Lease Agreement within 30 days of its execution.

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 | aye | Barbara J. Jordan | aye |
| Dennis C. Moss | aye | Rebeca Sosa | aye |
| Sen. Javier D. Souto | aye | Xavier L. Suarez | aye |
| Juan C. Zapata | aye | | |

The Chairperson thereupon declared the resolution duly passed and adopted this 6th day of July, 2016. 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.

Juliette R. Antoine

RETROACTIVE LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease"), is being entered into this ____ day of _____, 2016 ("Effective Date") between the landlord listed below ("Landlord"), and tenant listed below, ("Tenant"), by which Landlord does this day lease unto Tenant, and Tenant does hereby lease from Landlord, the entire building, located at 900 Perrine Avenue, Palmetto Bay, Florida as shown on the attached Exhibit A ("Premises"), for the term described below.

**PART I
PREAMBLE**

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

| A. TENANT: | Greater South Dade/South Miami/Kendall Chamber of Commerce, Inc. | | | | | | | | | | | | | | | | | | | | | |
|--|---|---------------------|--------------------|---------------------|------------------------------|--------|--|------------------------------|--------|---|------------------------------|--------|---|------------------------------|--------|---|------------------------------|------------|----------|------------------------------|------------|----------|
| B. TENANT'S ADDRESS | 6410 S.W. 80 Street, South Miami, FL | | | | | | | | | | | | | | | | | | | | | |
| C. LANDLORD: | Miami-Dade County | | | | | | | | | | | | | | | | | | | | | |
| D. PRESENT NOTICE AND RENT PAYMENT MAILING ADDRESS OF LANDLORD: | Board of County Commissioners c/o Internal Services Department, Real Estate Development Division 111 N.W. 1 st Street. Suite 2460 Miami, Florida 33128 All payments due hereunder, including, but not limited to, Rent and Additional Rent, if any, should be made payable to the Landlord entity identified here in Section D. | | | | | | | | | | | | | | | | | | | | | |
| E. PROPERTY LOCATION AND ADDRESS: | 900 Perrine Avenue, Palmetto Bay, Florida 33157 | | | | | | | | | | | | | | | | | | | | | |
| F. PREMISES/FOLIO NUMBER/SIZE: | Entire Building Folio Number: 33-5032-004-2610 The size of the Premises is: 2,165/sf | | | | | | | | | | | | | | | | | | | | | |
| G. TERM: | Six (6) years. Commencing on the Commencement Date, which is: January 1, 2012, and expiring on December 31, 2017 ("Expiration Date"). | | | | | | | | | | | | | | | | | | | | | |
| H. OPTIONS TO RENEW: | Tenant shall have two (2) two-year options to renew the Lease in accordance with the terms contained herein, each such option to renew shall hereinafter be referred to as an "Option Period." The Rent during the Option Period shall be increased by two (2%) percent annually above the previous year annual rent. | | | | | | | | | | | | | | | | | | | | | |
| I. ANNUAL RENT: | <table border="1"> <thead> <tr> <th><u>Term</u></th> <th><u>Annual Rent</u></th> <th><u>Monthly Rent</u></th> </tr> </thead> <tbody> <tr> <td>Jan. 1, 2012 – Dec. 31, 2012</td> <td>\$1.00</td> <td></td> </tr> <tr> <td>Jan. 1, 2013 – Dec. 31, 2013</td> <td>\$1.00</td> <td>-</td> </tr> <tr> <td>Jan. 1, 2014 – Dec. 31, 2014</td> <td>\$1.00</td> <td>-</td> </tr> <tr> <td>Jan. 1, 2015 – Dec. 31, 2015</td> <td>\$1.00</td> <td>-</td> </tr> <tr> <td>Jan. 1, 2016 – Dec. 31, 2016</td> <td>\$5,952.00</td> <td>\$496.00</td> </tr> <tr> <td>Jan. 1, 2017 – Dec. 31, 2017</td> <td>\$6,071.04</td> <td>\$505.92</td> </tr> </tbody> </table> | <u>Term</u> | <u>Annual Rent</u> | <u>Monthly Rent</u> | Jan. 1, 2012 – Dec. 31, 2012 | \$1.00 | | Jan. 1, 2013 – Dec. 31, 2013 | \$1.00 | - | Jan. 1, 2014 – Dec. 31, 2014 | \$1.00 | - | Jan. 1, 2015 – Dec. 31, 2015 | \$1.00 | - | Jan. 1, 2016 – Dec. 31, 2016 | \$5,952.00 | \$496.00 | Jan. 1, 2017 – Dec. 31, 2017 | \$6,071.04 | \$505.92 |
| <u>Term</u> | <u>Annual Rent</u> | <u>Monthly Rent</u> | | | | | | | | | | | | | | | | | | | | |
| Jan. 1, 2012 – Dec. 31, 2012 | \$1.00 | | | | | | | | | | | | | | | | | | | | | |
| Jan. 1, 2013 – Dec. 31, 2013 | \$1.00 | - | | | | | | | | | | | | | | | | | | | | |
| Jan. 1, 2014 – Dec. 31, 2014 | \$1.00 | - | | | | | | | | | | | | | | | | | | | | |
| Jan. 1, 2015 – Dec. 31, 2015 | \$1.00 | - | | | | | | | | | | | | | | | | | | | | |
| Jan. 1, 2016 – Dec. 31, 2016 | \$5,952.00 | \$496.00 | | | | | | | | | | | | | | | | | | | | |
| Jan. 1, 2017 – Dec. 31, 2017 | \$6,071.04 | \$505.92 | | | | | | | | | | | | | | | | | | | | |
| K. RENT COMMENCEMENT DATE: | January 1, 2012 | | | | | | | | | | | | | | | | | | | | | |
| L. TENANT'S OPERATING EXPENSE: | N/A | | | | | | | | | | | | | | | | | | | | | |
| M. FLORIDA SALES TAX | N/A | | | | | | | | | | | | | | | | | | | | | |
| N. USE: | Offices for administrative offices, and for related purposes. | | | | | | | | | | | | | | | | | | | | | |
| O. SECURITY DEPOSIT: | None | | | | | | | | | | | | | | | | | | | | | |
| P. RENT INCREASES: | Commencing on January 1, 2017, and on each subsequent anniversary of the Commencement Date, including during the Option Periods, the Annual Rent ("Rent") will be subject to a two (2%) annual increase. | | | | | | | | | | | | | | | | | | | | | |

This Lease consists of the foregoing introductory paragraphs, constituting the Preamble (consisting of paragraphs A through P), 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 Preamble, and the language in the Standard Lease Provisions, which follow, the Standard Lease Provisions shall control.

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3/14/16

STANDARD LEASE PROVISIONS

PART II

Terms and Conditions

Tenant shall lease the Premises at and for the agreed Rent payable in advance on the first day of each and every annual term or month, as so stipulated in the Preamble hereof (the "Preamble"), starting on the Commencement Date. Additionally, Tenant shall pay any additional rent ("Additional Rent") as hereinafter set forth in this Lease; plus all taxes in the nature of sales, rental taxes, use or other taxes now or hereafter assessed or levied by any taxing authority upon the payment of Rent, personal property, or other matters. The Tenant shall be governed by and subject to all of provisions, covenants and conditions of this Lease other than those requiring the payment of Annual Rent, Monthly Rent, and other charges. Additional Rent is charges, fees, and expenses due to the Landlord other than Annual Rent or Monthly Rent. Monthly Rent and Additional Rent are sometimes referred to herein collectively as "Rent".

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

Tenant, upon the execution of this Lease, agrees to pay the amount the Security Deposit listed in the Preamble hereof, if any, which shall be held as security for Tenant's performance as herein provided and refunded to Tenant without interest, at the end of this Lease subject to Tenant's satisfactory compliance with the conditions hereof, as stipulated in this Lease.

Tenant shall remit to Landlord all payments for Rent and Additional Rent on or before the first day of each month, as set forth in the Preamble hereof, in advance without demand, at the Rent Payment Address listed in the Preamble, or at such other place and to such other person, as Landlord may from time to time designate in writing.

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 1. USE: It is hereby understood and agreed that the use of the Premises is limited to the Use described in the Preamble and for no other

purposes whatsoever. Any violation of the agreed use will be a violation of this Lease. In the event there is a violation of the Use clause in this Lease, it shall be an event of default, and the Landlord shall have the right to exercise or pursue any and all remedies under this Lease or any other remedy at law or in equity. No auction, fire, bankruptcy, "lost our lease" or going out of business sales (or the like) may be conducted within the Premises.

SECTION 2. ASSIGNMENT-SUBLEASING: Tenant shall not mortgage, pledge, encumber, assign this Lease, or sublet (which term, without limitation, shall include the granting of concessions, licenses, and the like) the Premises, or any part thereof, without Landlord's prior written consent, which shall not be unreasonably withheld. 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). 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. As part of Landlord's approval process for any assignment or sublet, to a non-governmental entity, the Landlord may require one or more of the following: (A) a Security Deposit from the assignee/sublessee in the amount equaled to one (1) month of Rent; and/or (B) financial and other information about the assignee/sublessee. Further, the Tenant shall only be permitted to sublease or assign this Lease to either a governmental entity or a not-for-profit entity, and all in accordance with Section 125.38, Florida Statutes.

SECTION 3. 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. In furtherance of the foregoing, Landlord, any agent of Landlord, and/or any principal of Landlord shall not be liable for any and all damage to Tenant's Property arising from the bursting or leaking of water or sewer pipes or roofing, or by way of any other occurrence, unless arising from the negligence or willful misconduct of Landlord and/or Landlord's agents. The provisions of this Section shall apply during the whole of the Term hereof, and in view of any permission given to Tenant to occupy the premises and/or install furniture, fixture, and/or equipment, this provision shall also apply at all times prior to the Effective Date.

SECTION 4. COMPLIANCE WITH LAWS; GOVERNMENTAL APPROVALS: 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 Tenant shall also promptly comply with all rules, orders and regulations of the applicable fire prevention codes for the prevention of fires, all the foregoing at Tenant's own cost and expense. During the Term of this Lease, if any governmental agency, municipality, utility company or Landlord, or Landlord's insurance company requires changes to the Premises, or to any

of the 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), Tenant shall make such changes at its sole cost and expense. Tenant shall be responsible, at Tenant'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, Tenant shall be responsible, at its sole cost and expense, for the repair of such damages. **TENANT SHALL BE RESPONSIBLE FOR PROMPTLY OBTAINING ANY PERMIT, LICENSE, SERVICE, ARCHITECTURAL PLANS AND/OR CERTIFICATES OF OCCUPANCY NECESSARY FOR THE CONSTRUCTION AND OPERATIONS OF THE PREMISES. LANDLORD MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING TENANT'S PROPOSED USE AND THE GOVERNMENTAL APPROVALS NECESSARY THEREFORE.**

SECTION 5. 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 or such other uniform and non-discriminatory rules or regulations as may be hereafter made and promulgated by Landlord.

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 lawful 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) terminate this Lease upon written notice to Tenant and/or exercise any other remedies otherwise available to Landlord provided herein or at law or in equity. In connection with the foregoing, if Landlord so elects, 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 reletting, if any, but Landlord shall have no liability to account to Tenant for any excess. Landlord shall not be required to relet 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 relet the Premises, Landlord shall be the sole judge as to whether or not a proposed tenant is suitable and acceptable. After being disposed or ejected therefrom by process of law or under the terms of this Lease, Tenant hereby waives and surrenders all rights and privileges which it might have under or by reason of any present or future

law to redeem the Premises or to have continuance of this Lease for the Term hereby granted.

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

SECTION 6. ACCELERATION CLAUSE AND DAMAGES: In addition to all other rights granted to Landlord in this Lease and not as a limitation of said rights, in the event of a termination and/or default by Tenant, Landlord shall not have the right and option to accelerate all Rent due hereunder. Tenant shall be relieved of liability for any Rent accruing after Landlord has retaken possession and control of the Premises. Additionally, for the purposes of computing damages payable hereunder on account of a default by Tenant, it is agreed that there shall also be payable to Landlord, as damages, at the time of such default, the total of (i) Tenant's use of utilities, if any, due as part of a judgment on an action by Landlord to evict the Tenant.

SECTION 7. 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 sixty (60) days (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.

SECTION 8. COLLECTION AND EXPENSES: 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 promptly pay for their own costs of collections and reasonable attorneys' fees and disbursements incurred as a result of any breach of this Lease by either party and/or for any other matter. 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 9. UTILITIES: Tenant shall pay all cost associated with the Premises for utilities that is, or may become, due, from the day the Commencement Date until the Expiration Date, including, but not limited to all charges for water, sewer, gas, steam, electricity (or other illumination), telephone and all other utilities and services used or consumed on the Premises and for all licenses and permits for the Premises.

SECTION 10. MAINTENANCE AND REPAIRS: Notwithstanding any other provisions of this Lease, the Tenant shall repair and maintain the structural portions of the Premises, including, but not limited to; roof, foundation, exterior and interior walls, the plumbing, the flooring, HVAC systems (including, but not limited to filters for HVAC),

and electrical systems that are installed or furnished by the Landlord in the Premises, unless issues to the maintenance and repairs are caused by the gross negligence, or the intentional or willful act of the Landlord, its agents, servants, employees, licensees, or invitees, in which case the Landlord shall pay the Tenant the cost of such maintenance and/or repairs, less the amount of any insurance proceeds received by the Tenant on account thereof. The Tenant shall be solely responsible for any and all damages and repairs caused by the Tenant, and/or its employees, agents and/or vendors. The Tenant shall maintain and keep in good order, condition, and repair the Premises, 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 ventilation system; any and all flooring, including any carpeting or tile repair or replacement; electrical closets; pest control; landscaping; walkways; pathways; sidewalks; and parking lot area(s). The Tenant shall comply with any and all building and zoning codes, as applicable. Tenant shall only hire licensed contractors to work on/about the Premises, and shall secure a Payment and Performance Bond, in accordance with section 255.05, Florida Statutes, whenever any repair, work, or improvements exceeds the cost or value of \$25,000.

The Tenant shall make any and all repairs within a reasonable period following receipt of notice of the need thereof from the Landlord. The Tenant shall also keep in good order, condition, and repair all furniture, fixtures, and equipment in the Premises, and replace the same at the end of such equipment's normal and useful life. In the event that the Tenant fails to properly or timely maintain and repair the Premises, the Landlord, 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 Tenant, to make any and all repairs to the Premises, which the Landlord reasonably believes is necessary to timely and properly operate the business functions, and/or which present a reasonable concern for safety for the public, and the cost of such repairs, including materials, labor, and overhead, at Landlord's election may be invoiced to the Tenant, or such amount added to the Rent, as Additional Rent. Further, the Landlord shall have no liability to the Tenant for any damage, inconvenience or interference regarding the use or any damage to the Premises as a result of performing any such work.

Notwithstanding the forgoing, the Tenant shall make any and all necessary repairs to the HVAC system within twenty-four (24) hours upon receiving any notice from the Landlord. Should the Tenant fail to timely address the necessary repairs to the HVAC system, the Landlord 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 add to the Rent payment for the costs associated with such repair(s); (ii) utilize employees of the Landlord to repair the HVAC system, and add to the Rent for the costs associated with such repair(s).

Regarding any maintenance and/or repairs that the Landlord might make, 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 not 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 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 and all utility lines leading to or from the Premises. Tenant shall also maintain the area outside of the Premises, including but not limited to any landscaping, vegetation, walkways, and sidewalks. Further, the Tenant shall pay for the cost of any repairs to the Premises made necessary by any negligence or 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.

SECTION 11. 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 said building, or to exhibit the Premises, and to put or keep upon the doors or windows thereof a notice "for rent", "for lease" or "available" at any time within four (4) months before the expiration of this Lease. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations, or additions, which do not conform to this Lease, or to the rules and regulations of the Premises. Landlord shall make reasonable efforts to minimize disruption of Tenant's business activities. In the event of an emergency, Landlord shall have the right to immediately access the Premises.

SECTION 12. ACCEPTANCE OF PREMISES AND REPAIR: Tenant, at its sole costs and expense, shall be responsible for maintaining all phone lines and conduit for phone lines in and to the Premises. Tenant agrees to maintain the Premises in the same condition, order and repair as it was at the Commencement Date, excepting only reasonable wear and tear arising from the use thereof under this Lease, and to make good to Landlord immediately upon demand, any damage to the Premises caused by any act or neglect of Tenant, or of any person or persons in the employ, under the control of Tenant, or a business invitee of Tenant. Additionally, Tenant accepts all equipment and accessories in the condition they have been delivered upon the Commencement Date, with no representation or warranties from Landlord. In addition to the foregoing, Tenant, at its sole cost and expense, shall do the following:

- a. in the event that any doors are destroyed because of the negligence, or 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 Tenant, on behalf of the Landlord.
- b. Immediately after any weather related storms, Tenant shall remove debris from the sidewalk immediately in front of the Premises, its loading area (if any) and the emergency access points to the Premises.

- c. For any specially purchased and installed HVAC equipment, for the Tenant, which is additional to the regular HVAC system for the Premises, the Tenant shall be responsible such HVAC system, and shall secure a service contract to regularly and properly maintain such HVAC system.

SECTION 13. TENANT IMPROVEMENTS; INSTALLATION BY TENANT: Tenant agrees that any and all work that may 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 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 14. HOLD HARMLESS: To the fullest extent permitted by law, the Tenant hereby agrees to indemnify, hold harmless, and defend the Landlord, 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 Tenant, its employees, agents, contractors, licensees, and/or invitees. Further, the Tenant shall ensure that before any work is performed, and before any material and/or supplies purchased for such work that the Tenant secures a Payment and Performance Bond in accordance with section 255.05, Florida Statutes.

The Landlord 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 Landlord, its officers, employees, vendors, or agents, subject to the limitations of Florida Statutes, Section 768.28.

SECTION 15. BANKRUPTCY: If Tenant shall become a debtor under the bankruptcy code then, to the extent that the bankruptcy code may be applicable or affect the provisions of this Lease, the following provisions shall also be applicable. If the trustee or debtor-in-possession shall fail to elect to assume this Lease within sixty (60) days after the filing of the petition (or such other minimum time as required by any applicable law), this Lease shall, at Landlord's option, be deemed to have been rejected and Landlord shall be thereafter immediately entitled to possession of the Premises and this Lease shall be terminated subject to and in accordance with the provisions of this Lease and of law (including such provisions for damages and acceleration). No election to assume (and, if applicable, to assign) this Lease by the trustee or debtor-in-possession shall be permitted or effective unless: (i) all defaults of Tenant shall have been cured and Landlord shall have been provided with adequate assurances reasonably satisfactory to Landlord, including (a) any reasonably required guaranties and/or security deposits, and (b) any other reasonably required assurances that there will continue to be sufficient funds and personnel available to professionally merchandise, stock, promote, staff and operate the Premises in strict compliance with all provisions of this Lease; and (ii) neither such assumption nor the operation of the Premises subsequent thereto shall, in Landlord's judgment, cause or result in any breach or other violation of any provision of this or any applicable lease, mortgage or other contract; and (iii) the assumption and, if applicable, the assignment of this Lease, has been ratified and approved by order of such court or courts as have final jurisdiction over the bankruptcy code and the case. No assignment of this Lease by the trustee or debtor-in-possession shall be permitted or

effective unless the proposed assignee likewise shall have satisfied (i), (ii), and (iii) of the preceding sentence and any such assignment, shall, without limitation, be subject to the provisions of this Section. When pursuant to the bankruptcy code the trustee or debtor-in-possession is obligated to pay reasonable use and occupancy charges, such charges shall not be less than the Rent, and operating expenses, if any, and other charges specified herein to be payable by Tenant. Neither Tenant's interest or estate in the Premises herein or created hereby, nor any lesser interest or estate of Tenant, shall pass to anyone under any law of any state or jurisdiction without the prior written consent of Landlord. In no event shall this Lease, if the Term hereof has expired or has been terminated in accordance with the provisions of this Lease, be revived, and no stay or other proceedings shall nullify, postpone or otherwise affect the expiration or earlier termination of the Term of this Lease pursuant to the provisions of this Section or prevent Landlord from regaining possession of the Premises thereupon in the event of a bankruptcy. Notwithstanding the foregoing, Landlord may elect to accept Rent from a receiver, trustee, or other judicial officer during the Term of their occupancy in their fiduciary capacity without affecting Landlord's rights as contained in this Lease, but no receiver, trustee or other judicial officer shall ever have any right, title or interest in or to the above described property by virtue of this Lease. Landlord shall also be granted immediate relief from any applicable automatic stay to seek eviction or other remedies or shall likewise be entitled to obtain an order authorizing a rejection of the Lease at Landlord's option which may limit Tenant from maintaining possession of the Premises, notwithstanding the institution of bankruptcy. In the event Landlord is required to exercise any rights under this Section, Tenant agrees to immediately consent to any and all of the relief requested by Landlord.

SECTION 16. 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 17. USE AND RETURN OF SECURITY DEPOSIT: In the event of the failure of Tenant to keep and perform any of the terms, covenants and conditions of this Lease, then Landlord at its option may, appropriate and apply said entire "Security Deposit", if any, which shall in no way limit damages otherwise available to Landlord, or so much thereof as may be necessary, to compensate Landlord for all loss or damage sustained or suffered by Landlord due to such breach on the part of Tenant. If Landlord uses, applies, or retains all or any portion of the Security Deposit, upon written notice, Tenant immediately shall restore the Security Deposit to its original amount. Landlord shall have the same rights and remedies for the non-payment by Tenant of any amounts due on account of the Security Deposit as Landlord has hereunder for the failure of Tenant to pay Rent. Should Tenant comply with all of said terms, covenants and conditions and promptly pay all of the Rent and all other sums payable by Tenant to Landlord hereunder, the Security Deposit shall be returned in full, without interest, to Tenant promptly after the end of the Term, provided the Premises is returned to Landlord in good condition, with all fixtures remaining, reasonable wear and tear excepted. Tenant acknowledges that, except where required by law, Landlord shall (i) not be required to keep the deposit separate from its own funds, and may commingle the Security Deposit with its own funds; and (ii) have no

fiduciary responsibilities or trust obligations whatsoever with regard to the Security Deposit. In the event of bankruptcy or other debtor-creditor proceedings against Tenant, the Security Deposit shall be deemed to be applied first to the payment of Rent, and then to the other charges due to Landlord for all periods prior to the filing of such proceedings.

SECTION 18. 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 assignment by Tenant, but has reference only to those instances in which Landlord may later give written consent to a particular assignment.

SECTION 19. 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 20. NOTICE: All notices should be in writing and delivered to the present notice mailing address of each party as listed in the Preamble. Further, for the Landlord, a copy of any such notice shall be sent to the County Attorney's Office, Miami-Dade County, 111 N.W. 1st Street, 28th Floor, Miami, Florida 33128. It is understood and agreed between the parties hereto that written notice mailed via certified mail, return receipt requested, or sent by overnight courier (such as Federal Express or DHL) and shall be deemed effective upon the date received or refused at the present notice mailing address to which the same were sent. Any such notice, demand, or communication from an attorney acting or purporting to act on behalf of a party shall be deemed to be notice from such party provided that in the case of notice from an attorney such attorney is in fact authorized to act on behalf of such party.

SECTION 21. 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 which may adversely affect Landlord's fee interest in the Premises. No loudspeakers, stereos, machinery, mechanical apparatus, or other devices shall be used or allowed to operate in a manner so as to be heard or seen outside of the Premises without the prior written consent of Landlord. Tenant shall ensure, at its sole cost and expense, that it operates in a manner such that any odors, smells or noise emanating from its use of the Premises 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 employees and/or patrons of Tenant.

SECTION 22. 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 23. 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 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.

SECTION 24. INSURANCE:

Insurance. Upon the Tenant occupying the Premises, including, but not limited to, throughout the commencement and completion of any Tenant's improvements, the Tenant shall maintain the following insurance policies:

- a. Worker's Compensation Insurance for all employees of the Tenant as required by Florida Statutes 440.
- b. Commercial General Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
- c. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.

Builder's Risk Insurance. The Tenant shall provide or cause its contractor and subcontractor to provide Builder's Risk Insurance during any improvements made to the Premises, and such shall insure the Premises for fire, extended coverage and vandalism and malicious mischief in the full insurable value of the Premises. In the event of loss, the proceeds shall be made available to the Landlord for repair of the damaged Premises, and such insurance shall name the Landlord as the additional insured, and in an amount not less than their full insurable value until the complete amortization of all improvements permanently affixed to the Premises.

Landlord Named Additional Insured. The Tenant shall furnish certificates of insurance to the Landlord dated as of the Effective Date, which certificates of insurance shall clearly indicate that the Tenant has obtained insurance in the type, amount and classification as required for strict compliance with the section, and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the Landlord. The Landlord shall be named additional insured in policies of insurance required by this Lease. The Landlord reserves the right to reasonably amend the insurance requirements by the issuance of notice, in writing, to the Tenant.

Tenant's Continuing Liability. Compliance with the foregoing requirements shall not relieve the Tenant of its liability and obligations under any other portions of this Lease. Further, the Tenant acknowledges and agrees that the foregoing insurance requirements are the minimal insurance requirements required by the Landlord, which insurance is designed to principally protect the Landlord; and additional insurance by the Tenant may be necessary in order to protect the Tenant's interest in the Premises, and/or for personal property belonging to the Tenant and/or its employees and/or to protect the Tenant's employees.

SECTION 25. LANDLORD'S WORK ON BEHALF OF TENANT; ADDITIONAL RENT: It is understood and agreed between the parties

hereto that any charges against Tenant by Landlord for services or for work done on the Premises by order of Tenant or otherwise accruing under this Lease shall be considered Additional Rent due and shall be included in any lien for Rent due and unpaid.

SECTION 26. 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 27. PARTIES STATUS: Landlord 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 Landlord fails to maintain its status as a government entity, the Tenant shall have the express authorization, at its sole option, to declare this Lease in default or cancel this Lease.

The Tenant represents that it is a not-for-profit business entity, organized and license to do business in both the State of Florida, and specifically in Miami-Dade County. The Tenant acknowledges and agrees that at all times during the Term of this Lease that it shall maintain its status as a not-for-profit entity and both active and current with the appropriate state authorities, and in the event the Tenant fails to maintain such status, the Landlord shall have the express authorization, at its sole option, to declare this Lease in default or cancel this Lease.

SECTION 28. REPRESENTATIONS/WARRANTIES: If a party executes the Lease as a corporation, limited liability company or a partnership, then the party and the persons executing the 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. Such 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 such party fails to operate as an active corporation, limited liability company or partnership, governmental 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, can terminate this Lease by written notice.

SECTION 29. LANDLORD'S DEFAULT: 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 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:

bring an action for damages; or for injunctive relief; or Specific Performance; 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 30. 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 31. 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. However, this clause is not intended to constitute consent for the Tenant to encumber the Premises or the leasehold interest. The Tenant shall not encumber its leasehold interest without the prior written consent of the Landlord.

SECTION 32. LIENS: Tenant shall not permit any type of lien to be filed against the Premises for any reason whatsoever. This includes any type of lien for materials, labor, utilities or anything related to the Premises. If, for whatever reason, any mechanic's or other lien shall be filed against the Premises, 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 and, further, Tenant shall otherwise indemnify and save Landlord harmless from any claim or damage resulting therefrom.

SECTION 33. CASUALTY (NATURAL DISASTER) AND EMINENT DOMAIN (CONDEMNATION): If the entire Premises is totally destroyed, as determined by the Landlord, as a result of a casualty, disaster (natural or otherwise) or hazard (a "Casualty Event"), Landlord may, at its sole option, terminate this Lease by giving Tenant thirty (30) days' written notice, and Landlord shall have no obligation to rebuild. If not terminated, Tenant shall have the right to render the Premises tenantable by repairs within ninety (90) days of such Casualty Event, and during such time the Tenant's responsibility to pay Rent, including any Additional Rent, may be suspended, as then determined by the Landlord. 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 33, all of Tenant's obligations under this Lease shall cease, effective from the date of casualty. 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 unless determined otherwise by the Landlord. All construction and/or repairs by Landlord shall be made in a manner consistent with and in accordance with all applicable codes and industry standards. Such damage shall be repaired in architecture and quality consistent with conditions existing prior to the damage and with facilities and amenities comparable to such structure being replaced. If the Premises has been changed since the Commencement Date of this Lease but prior to the occurrence of an event damaging the Premises, Tenant shall rebuild the Premises according to the new design and construction criteria established by Landlord. Any excess cost attributable to the new criteria over the cost of rebuilding to the old criteria, set at the Commencement Date, shall be at Tenant's expense.

In the event the Premises, or a substantial portion thereof, is taken by any condemnation or eminent domain proceeding (a "Taking") whereby the same is rendered untenable, the parties hereto shall have the right to terminate this Lease without further liability on the part of Landlord or Tenant as of the date of the Taking, by providing thirty (30) 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 tenable after a Taking, and Rent shall be reduced in proportion to the square footage of the Premises rendered untenable. Any award of proceeds resulting from a condemnation or sale in lieu thereof of the whole or part of the Premises will belong 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, Tenant shall immediately repair the structural and non-structural 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 34. INTENTIONALLY OMITTED

SECTION 35. 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; (b) keep the Premises open for business, except for federal 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 sixty (60) consecutive days, except in the case of a casualty event, or damage or destruction of the Premises, the Landlord shall have the immediate right to terminate this Lease and bring an action to recapture the Premises.

SECTION 36. 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). Tenant shall leave the Premises in broom clean condition (as described below in section 37). 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 37. RETURN OF PREMISES: If the Expiration Date occurs on a weekend day or a federal or county holiday, the Premises shall be returned to the Landlord in accordance with this Section 37 no later than 5:00 p.m. on the business day after such weekend day or federal 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 Commencement Date.

SECTION 38. 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.

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SECTION 39. 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 this Lease.

SECTION 40. RULES AND REGULATIONS AND TENANT OBLIGATIONS: Landlord reserves the right to promulgate, and Tenant agrees to comply with reasonable non-discriminatory Rules and Regulations for the Premises, including but not limited to the following:

a) Tenant is expressly prohibited from placing, erecting, or maintaining any sign, lettering, or advertising devices on, in, or about the windows or doors of the Premises other than as specifically permitted by Section 47 below.

b) Tenant shall not conduct any auction, fire, bankruptcy, selling-out, or closing-out sale on or about the Premises.

c) Tenant, its employees, or agents shall not mark, paint, drill or in any way deface any exterior or interior walls, ceilings, partitions, floors, or ironwork without Landlord's written consent, which consent shall not be unreasonably withheld or delayed.

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

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

f) Tenant shall enlist the services of a waste company for all of the trash removal, which shall become subject to Landlord's approval if Landlord determines that the trash is not properly being disposed of. The cost and expenses of hiring and maintaining an alternative waste company shall be the Tenant's responsibility. All trash is to be placed in the proper refuse container, compactor, dumpster, or respective waste receptacle only.

g) No radio, television, fiber-optic cable, satellite dish or other similar device shall be installed without obtaining in each instance, the prior written consent of Landlord. No aerial or satellite dish shall be erected on the roof or exterior walls of the building, or on the grounds without Landlord's prior written consent. Any aerial or satellite dish so installed without such prior written consent of Landlord shall be removed promptly at the direction of Landlord. If Landlord removes such equipment, after the Tenant fails to do so at Landlord's request, the Landlord shall then not be liable for such removal and disposal of such equipment.

h) The plumbing facilities shall not be used for any other purpose than for which they are constructed. No foreign substance of any kind shall be permitted therein, and the expenses of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by Tenant.

Tenant agrees that Landlord may from time to time to suspend, amend or supplement the foregoing rules and regulations, and to adopt additional reasonable rules and regulations applicable to the Premises, so long as such rules and regulations do not conflict with the terms, covenants, and conditions of this Lease. Notice of changes to any such rules and regulations, including amendments and supplements thereto, if any, shall be given to Tenant in advance of them being implemented.

SECTION 41. INTENTIONALLY OMITTED

SECTION 42. INTENTIONALLY OMITTED

SECTION 43. 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 44. CLEANLINESS: Tenant shall maintain the Premises, in a neat and clean condition, and shall keep sidewalks, walkways, paths, and parking areas adjoining the Premises clean and free from rubbish and debris, and shall store all trash and garbage within the Premises and shall arrange for the regular pick up of trash and garbage. The cost and expenses associated with the Tenant's efforts to maintain the Premises in a neat and clean condition shall be borne by the Tenant. The Tenant shall not permit rubbish, refuse, or garbage to accumulate within the Premises, or cause fire hazards to exist in the Premises.

SECTION 45. 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 46. INTENTIONALLY OMITTED:

SECTION 47. SIGNAGE/ADVERTISING: Tenant is responsible for installing 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 pylon signs 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:

a) 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.

b) The following signs are prohibited:

(1) flashing lights or animated signs, (2) audible devices and temperature signs, (3) all Styrofoam, plastic, foam and wood signs, (4) all paper signs and banners of any kind (unless professionally prepared). In the event of any court-ordered "going out of business" sales, signage ordered by the court only can be placed inside the storefront glass along the store elevation, (5) no flood lights, flags, pennants or signs held by ropes, (6) no window signage, and (7) balloons, sandwich boards, sidewalk signs, portable signage, signs, characters or mascots, parking lot signage and the like, and (8) anything that is offensive or rude, or can be reasonably deemed to be vulgar, disrespectful, or indecent.

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 in the amount of up to \$2,500.00.

SECTION 48. INTENTIONALLY OMITTED:

SECTION 49. 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 50. OPTION TO RENEW: If Options to Renew are included in the Preamble hereof, then this Lease may be extended for such option periods on the same terms and conditions set forth herein. Tenant shall have the option to extend the Term of this Lease, by providing written notice to the Landlord at the end of the initial Term, and any renewal option period. Tenant may only exercise the Options to Renew (the "Extended Term") if there exists no material defaults beyond any applicable notice and cure periods. Subject to the conditions set forth herein, the Term of the Lease will be extended, and the Option will be deemed to be exercised, without the requirement of a further act, lease or agreement by either party, unless Tenant shall give Landlord written notice of termination at least two (2) full calendar months prior to the end of the Term or Extended Term as the case may be.

SECTION 51. INTENTIONALLY OMITTED:

SECTION 52. 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, all personal property taxes which may be levied against Tenant's merchandise, trade fixtures and other personal property in and about the Premises. THE MONTHLY RENT DOES NOT INCLUDE STATE OF FLORIDA SALES TAX (WHICH IS CURRENTLY ESTABLISHED AT SEVEN (7%) PERCENT FOR MIAMI-DADE COUNTY, OF RENT AND ADDITIONAL RENT), WHICH IS TO BE PAID MONTHLY ALONG WITH LESSEE'S MONTHLY RENT PAYMENTS.

SECTION 53. 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 54. ADA/HANDICAPPED; CODE UPGRADES: Tenant 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. Tenant 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, Tenant will comply with all requirements to make necessary modifications that are readily achievable within the confines of the Premises.

SECTION 55. CONTROL OF COMMON AREAS BY LANDLORD: Landlord and Tenant agree that the entire building, the Premises, is hereby leased to the Tenant, and therefore it is agreed that there are no areas within or outside of the building, the Premises, that the Tenant will share in common with the Landlord and/or any other tenant. All areas of the Premises, including, but not limited to the exterior boundaries which are now leased to the Tenant, shall be for the Tenant's sole and exclusive use, including any and all driveways, entrances and exits thereto, the parking area, pedestrian sidewalks, landscaped areas, exterior stairways, and other areas and improvements provided are leased by Landlord to the Tenant. The daily and ongoing management and maintenance of the Premises including but not limited to all of the aforementioned areas, shall be performed solely by the Tenant at the Tenant's sole cost and expense.

SECTION 56. INDEMNIFICATION AND HOLD HARMLESS: The Tenant shall indemnify and hold harmless the Landlord and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Landlord or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Lease by the Tenant and/or its employees, agents, servants, partners, principals or subtenants. The Tenant shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Landlord, where applicable, including appellate proceedings, and shall pay all costs, judgements, and attorneys' fees which may issue thereon.

SECTION 57. SECURITY: Tenant acknowledges that Tenant assumes all responsibility and liability for the security for its own employees, agents, invitees, guest, as well as for the Premises and any and all furniture, equipment, and fixtures within the Premises, as well as any and all vehicles in, and/or activities that occur in or about the Premises including the Parking area. Tenant, at its option, may enlist its own security personnel and install its own security devices within and/or outside of the Premises.

SECTION 58. 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, at any time, without cause, to terminate this Lease by giving the Landlord at least sixty (60) 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.

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SECTION 59. 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) as well as Tenant indemnifying Landlord against any cost, liability or loss associated with such holdover including, without limitation, any claims made by any succeeding occupant or tenant based on such delay resulting from the holdover. This payment shall not constitute Rent for such holdover period, but shall reimburse Landlord for the damages it suffers on account of such holdover. The parties hereto agree that in the event of a holdover, Landlord's damages will be difficult to ascertain and that Tenant specifically agrees that the aforementioned payment shall constitute appropriate compensation for such losses.

SECTION 60. EARLY TERMINATION BY THE LANDLORD: Landlord shall have the right to terminate this Lease at any time by providing the Tenant ninety (90) days written notice prior to the effective date of the termination.

SECTION 61. NO OFFER: THE PRESENTATION OF THIS LEASE BY LANDLORD DOES NOT CONSTITUTE AN OFFER WHICH MAY BE ACCEPTED BY TENANT. THIS LEASE ONLY BECOMES VALID, BINDING AND EFFECTIVE UPON EXECUTION AND COMMENCEMENT OF THIS LEASE BY BOTH LANDLORD AND TENANT. FURTHER, EMPLOYEES OR AGENTS OF LANDLORD HAVE NO AUTHORITY TO MAKE OR AGREE TO MAKE A LEASE OR ANY OTHER AGREEMENT OR UNDERTAKING IN CONNECTION HERewith.

SECTION 62. ESTOPPEL CERTIFICATES: Tenant agrees, at any time and from time to time, upon not less than thirty (30) business days' prior written request by Landlord, to execute, acknowledge and deliver to Landlord a statement in writing certifying that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the same are in full force and effect as modified and stating the modifications), that no uncured defaults exist hereunder (or if any such defaults exist, specifying the same), and the dates to which the Rent and other charges due hereunder have been paid in advance, if any, it being intended that any such statement delivered pursuant to this Section may be relied upon by any prospective purchaser or mortgagee of, or assignee of any mortgage upon.

SECTION 63. 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, governmental entity 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 employees management officials and/or administrators of the landlord) 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 near the time of the Effective Date.
- F. **CONFIDENTIALITY:** The parties hereby acknowledge and agree that the Landlord and/or the Tenant shall be permitted to disclose any information herein or in connection with the Premises without either party'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.

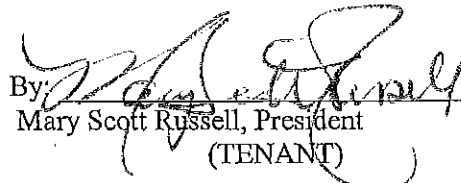
- J. BROKERS:** Both parties hereby stipulate, acknowledge and agree that neither of them utilized a broker or an agent in the selection, negotiation, and/or for any other reason involving this Lease, and thereby there are no brokerage commissions due under this Lease, or that shall become due upon the 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, telecopies 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 telecopies document, are aware that the other party will briefly rely on the telecopies 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.
- P. EXCESS RENT:** As discussed herein shall mean any net rent remaining in excess of all of Tenant's monetary obligations hereunder including, but not limited to Rent, Additional Rent, improvements, repairs and utilities. Any and all excess rent shall be paid to the Landlord.

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


IN WITNESS WHEREOF, LANDLORD and TENANT have caused this Lease to be executed by their respective and duly authorized officers the day and year first above written.

GREATER SOUTH DADE/SOUTH MIAMI/KENDALL
CHAMBER, INC. D/B/A/ CHAMBER SOUTH
A Florida Non-Profit Corporation


WITNESS

By: 
Mary Scott Russell, President
(TENANT)




WITNESS

(OFFICIAL SEAL)

ATTEST:
HARVEY RUVIN, CLERK

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

By: _____
DEPUTY CLERK

By: _____
Carlos Gimenez
Mayor
(LANDLORD)

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

Exhibit A

Premises

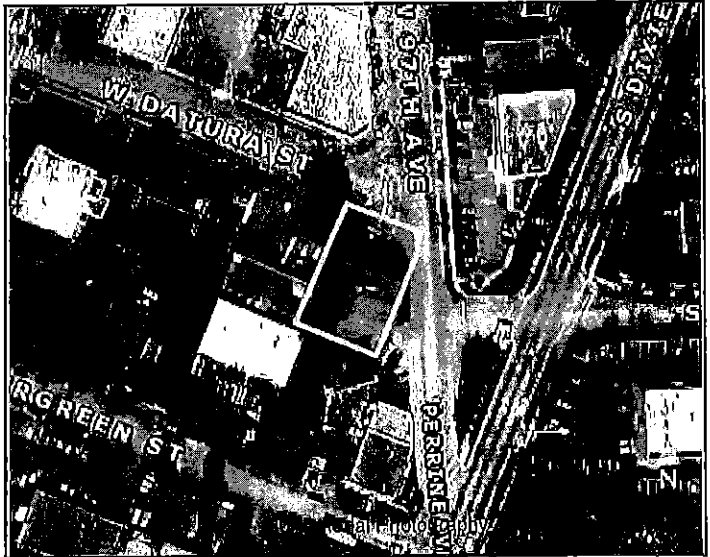


OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On : 8/20/2015

| Property Information | |
|----------------------|---|
| Folio: | 33-5032-004-2610 |
| Property Address: | 900 PERRINEAVE |
| Owner | MIAMI-DADE COUNTY PUBLIC WORKS |
| Mailing Address | 111 NW 1 ST STE 1610 MIAMI, FL33128-1924 |
| Primary Zone | 4100 MULTI-FAMILY - 101+ U/A |
| Primary Land Use | 8647 COUNTY : DADE COUNTY |
| Beds / Baths / Half | 0 / 0 / 1 |
| Floors | 1 |
| Living Units | 0 |
| Actual Area | Sq.Ft |
| Living Area | Sq.Ft |
| Adjusted Area | 2,165 Sq.Ft |
| Lot Size | 14,060 Sq.Ft |
| Year Built | 1935 |



| Assessment Information | | | |
|------------------------|-----------|-----------|-----------|
| Year | 2015 | 2014 | 2013 |
| Land Value | \$253,080 | \$253,080 | \$421,800 |
| Building Value | \$56,585 | \$54,488 | \$18,526 |
| XF Value | \$3,397 | \$3,443 | \$3,490 |
| Market Value | \$313,062 | \$311,011 | \$443,816 |
| Assessed Value | \$313,062 | \$311,011 | \$443,816 |

| Benefits Information | | | | |
|----------------------|-----------|-----------|-----------|-----------|
| Benefit | Type | 2015 | 2014 | 2013 |
| County | Exemption | \$313,062 | \$311,011 | \$443,816 |

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

| Short Legal Description |
|---|
| PERRINE SUB PB B-79 LOT 7 BLK 34 LOT SIZE IRREGULAR F/A/U 30-5032-004-2610 |

| Taxable Value Information | | | |
|---------------------------|-----------|-----------|-----------|
| | 2015 | 2014 | 2013 |
| County | | | |
| Exemption Value | \$313,062 | \$311,011 | \$443,816 |
| Taxable Value | \$0 | \$0 | \$0 |
| School Board | | | |
| Exemption Value | \$313,062 | \$311,011 | \$443,816 |
| Taxable Value | \$0 | \$0 | \$0 |
| City | | | |
| Exemption Value | \$313,062 | \$311,011 | \$443,816 |
| Taxable Value | \$0 | \$0 | \$0 |
| Regional | | | |
| Exemption Value | \$313,062 | \$311,011 | \$443,816 |
| Taxable Value | \$0 | \$0 | \$0 |

| Sales Information | | | |
|-------------------|-------|--------------|---------------------------|
| Previous Sale | Price | OR Book-Page | Qualification Description |
| | | | |

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

Version: