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

# MEMORANDUM

Agenda Item No. 8(F)(9)

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

**DATE:** November 1, 2016

**FROM:** Abigail Price-Williams County Attorney

**SUBJECT:** Resolution approving lease agreement between Miami-Dade County and Veneto Group, L.L.C, for the premises located at 4081 SW 152 Avenue, Unit 21, Miami, Florida, to be utilized as a district office for Miami-Dade County Commissioner, District 11, for a four-year term, plus one four-year renewal option period with a total fiscal impact to the County estimated to be $439,933.96; and authorizing the County Mayor to execute same and exercise any and all other rights conferred therein

Resolution No. R-973-16

The accompanying resolution was prepared by the Internal Services Department and placed on the agenda at the request of Prime Sponsor Chairman Jean Monestime.

Abigail Price-Williams
County Attorney

APW/cp

# Memorandum

MIAMI-DADE COUNTY

**Date:** November 1, 2016

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

**From:** Carlos A. Gimenez
Mayor

**Subject:** Lease Agreement with Veneto Group, L.L.C., for Property Located at 4081 SW 152 Avenue, Unit 21, Miami, Florida, to be Utilized by Miami-Dade County Commissioner Elect Joe Martinez as a District Office - Folio No. 30-4916-022-0010

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**Recommendation**

It is recommended that the Board of County Commissioners (Board) authorize the execution of the attached Lease Agreement (Lease) between Miami-Dade County (County) and Veneto Group, L.L.C. (Landlord), a Florida limited liability company, for the property located at 4081 SW 152 Avenue, Unit 21, Miami, Florida, to be utilized by Miami-Dade County Commissioner Elect Joe Martinez, District 11, as a district office . More specifically, the resolution does the following:

- Authorizes the lease of 1,721 square feet of space, in a building which is comprised of 55,688 square feet, including two (2) reserved parking spaces, along with parking and other uses in common with other tenants; and
- Authorizes a lease term of four (4) years, plus one (1) additional four-year renewal option period.

**Scope**

The property is located in County Commission District 11.

**Fiscal Impact/Funding Source**

The fiscal impact to the County for the initial four (4) years of the Lease is estimated to be $183,471.59, which is comprised of base rent of $41,017.13 for the first year of the initial term ($26.00 per square foot) and an annual increase of three (3) percent thereafter. The Landlord has agreed to one (1) month of free rent. A lease management fee of $1,640.69 will be paid to the Internal Services Department for administration of the Lease for the initial term. The lease management fee is equal to four (4) percent of the base rent. The base rent includes all operating expenses (i.e., real estate taxes, insurance, property management fees, electricity and water and sewer) for the 2016 calendar year (2016 Operating Expenses). Beginning in 2017, the County will be responsible for its pro rata share of the Operating Expenses, represented as 3.09 percent, for any amount over the 2016 Operating Expenses. The County is also responsible for the cost of tenant improvements, which is estimated at $30,000.00.

The total fiscal impact for the initial lease term plus the one (1) additional four-year renewal option period is estimated to be $439,933.96. This includes a four (4%) percent annual lease management fee of $15,766.73, a three (3) percent annual rent increase, and a one-time tenant improvement cost of $30,000.00. The funding source is the General Fund, Index Code: CCSTLT011196, sub-object 25511.

**Track Record/Monitor**

The County has no record of negative performance issues with the Landlord. The Lease was prepared by the Internal Services Department on behalf of Miami-Dade County Commissioner Elect Joe Martinez. Daniel Borges, of the Real Estate Development Division in the Internal Services Department, is the Lease Monitor.

**Delegation of Authority**
Authorizes the County Mayor or the County Mayor's designee to execute the attached Lease and exercise all other rights conferred therein.

**Background**
In anticipation of Commissioner Elect Joe Martinez taking office in November 2016, the Internal Services Department, and others, negotiated and drafted the Lease to obtain office space for the Commissioner Elect. The Lease includes tenant improvements to the leased space. The build-out will be conducted by the Landlord at the County's expense. If the Lease is approved, it will be the first time the County has occupied space in the Sabina Shopping Center.

Additional Lease details are as follows:

| | |
|---|---|
| COMPANY PRINCIPALS: | Amalfi Investments, LLC, Managing Member, and Sergio Villamizar, Managing Member |
| LEASE TERM: | Four (4) years, plus one (1) additional four-year renewal option period. |
| EFFECTIVE DATE: | December 1, 2016 |
| RENTAL RATE: | The Annual Base Rent for the first year is $41,017.13 ($26.00 per square foot), with one month of free rent. The rent for the second through the fourth year of the initial lease term and the additional four-year renewal option period shall be adjusted by a three (3) percent annual increase. The Annual Base Rent includes all operating expenses, including, but not limited to, insurance, real estate taxes, property management fees, electric, water and sewer, including maintenance of the common areas of the building, up to the amount the Landlord paid for such expenses in 2016. Therefore, the County will be responsible for 3.09 percent over the 2016 Operating Expenses. |
| LEASE CONDITIONS: | The Landlord's responsibilities under the Lease shall include the maintenance of the HVAC system, all operating costs, common area maintenance and utilities, including but not limited to electric, water and sewer. Beginning in 2017, a pro rata share of 3.09 percent will be charged only for those operating expenses above the 2016 Operating Expenses. Landlord will provide build-out at the County's expense. The County, at its sole cost and expense, is responsible for maintaining the interior of the premises and all trade fixtures contained within the premises in a safe, clean and neat condition. The Tenant is responsible for installation and maintenance of phone and data equipment and security alarm monitoring services. |
| CANCELLATION PROVISION: | In the event that the Commissioner is not reelected in the 2020 Primary Election and does not qualify for the run-off election, then this Lease will automatically terminate on November 30, 2020. In the event that the Commissioner is involved in a run-off election during the 2020 General Election and the Commissioner is not reelected during such |

run-off election, then this Lease will automatically terminate on December 31, 2020. Further, the results of any applicable elections will supersede the option to renew, and this Lease will automatically terminate on either of the aforementioned dates even if the Tenant has previously exercised the renewal option by written notice.

OTHER PROPERTIES EVALUATED:

Pursuant to Resolution No. R-333-15, the Internal Services Department, Real Estate Development Division conducted an in-house survey of comparable rental values in the area of the leased space. These findings are provided below:

14505-14657 Bird Road, Miami – $28 per square foot on an annual basis. In addition to the base rent, the Tenant shall be responsible for its proportionate share of the operating expenses.

4220-4292 SW 152 Avenue, Miami – $27 per square foot on an annual basis. In addition to the base rent, the Tenant shall be responsible for its proportionate share of the operating expenses.

14653-14661 SW 56 Street, Miami – $27 per square foot on an annual basis. In addition to the base rent, the Tenant shall be responsible for its proportionate share of the operating expenses.

Attachment

Edward Marquez
Deputy Mayor

# MEMORANDUM

(Revised)

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

DATE: November 1, 2016

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 8(F)(9)

**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)(9)
11-1-16

RESOLUTION NO. R-973-16

RESOLUTION APPROVING LEASE AGREEMENT BETWEEN MIAMI-DADE COUNTY AND VENETO GROUP, L.L.C, FOR THE PREMISES LOCATED AT 4081 S.W. 152 AVENUE, UNIT 21, MIAMI, FLORIDA, TO BE UTILIZED AS A DISTICT OFFICE FOR MIAMI-DADE COUNTY COMMISSIONER, DISTRICT 11, FOR A FOUR-YEAR TERM, PLUS ONE FOUR-YEAR RENEWAL OPTION PERIOD WITH A TOTAL FISCAL IMPACT TO THE COUNTY ESTIMATED TO BE $439,933.96; AND AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXECUTE SAME AND EXERCISE ANY AND ALL OTHER RIGHTS CONFERRED THEREIN

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

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA,** that this Board hereby approves the lease agreement between Miami-Dade County and Veneto Group, L.L.C., for the premises located at 4081 S.W. 152 Avenue, Unit 21, Miami, Florida (Folio No.: 30-4916-022-0010), to be utilized as a District Office for Miami-Dade County Commissioner, District 11, with a total fiscal impact to the County estimated to be $439,933.96 for a four (4) year term, plus one (1) four (4) year renewal option period, in substantially the form attached hereto and made a part hereof; and authorizes the County Mayor, or the County Mayor's designee to execute same for and on behalf of Miami-Dade County, and to exercise any and all other rights conferred therein.

The foregoing resolution was offered by Commissioner **Esteban L. Bovo, Jr.** , 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 | **absent** | Daniella Levine Cava | **aye** |
| Jose "Pepe" Diaz | **aye** | Audrey M. Edmonson | **aye** |
| Sally A. Heyman | **aye** | Barbara J. Jordan | **absent** |
| Dennis C. Moss | **absent** | Rebeca Sosa | **aye** |
| Sen. Javier D. Souto | **aye** | Xavier L. Suarez | **absent** |
| Juan C. Zapata | **aye** | | |

The Chairperson thereupon declared the resolution duly passed and adopted this 1st day of November, 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

**Christopher Agrippa**
By:_____
Deputy Clerk

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

Juliette R. Antoine

**OFFICE LEASE**

**by and between**

**Veneto Group,**
**a Florida Limited Liability Company**
**("Landlord")**

**And**

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

**For the benefit of: Miami-Dade County Commissioner Elect**
**Joe Martinez ("Commissioner") District 11 Office**

**Dated as of**

**_____, 2016**

**Folio No.: 30-4916-022-0010**

## OFFICE LEASE

This Office Lease ("Lease") is, dated _____, 2016, made between Veneto Group, a Florida Limited Liability Company ("Landlord"), whose principal place of business is located at 1701 Ponce de Leon Blvd., Suite 100, Coral Gables, Florida 33134, and Miami-Dade County, a political subdivision of the State of Florida, whose principal place of business is located at 111 N.W. First Street, Miami, Florida 33128 ("Tenant").

LEASE OF PREMISES

Landlord hereby leases to Tenant, and Tenant hereby leases from the Landlord, subject to all of the terms and conditions set forth herein, that certain property ("Premises"), which is further described below in *Item 5* of the Basic Lease Provisions, and as shown on the illustration attached hereto as ("Exhibit A"). The Premises is located in the Building described below in *Item 3* of the Basic Lease Provisions. The Building is located on that certain land (the "Land"), which is more particularly described below in *Item 4* of the Basic Lease Provisions, which is also improved with landscaping, parking facilities and other improvements, fixtures, common areas, and appurtenances now or hereafter placed, constructed, or erected on the Land.

## BASIC LEASE PROVISIONS

1. **Landlord:** Veneto Group, LLC a Florida Limited Liability Company

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

3. **Building:** Sabina Retail Shopping Plaza, located at 4001 S.W. 152 Avenue, Miami, Florida 33185, which is comprised of a total of 55,688 square feet of rentable space including a surface parking lot for use of guest, customers, and other invitees, and in common with other tenants.

4. **Land (including Folio No.):** 30-4916-022-0010, approximately 169,448 square feet or 3.2 acres

5. **Premises:** 4081 S.W. 152 Avenue, Unit 21, Miami, Florida 33185 as shown on "Exhibit A"

6. **Size of Rentable Area:** 1,721 square feet

7. **Size of the Building:** 55,688 square feet

8. **Basic Rent:**

| Period | Monthly Base Rent | Annual Base Rent | Square Foot Cost |
|---|---|---|---|
| Year 1 | $3,728.83 | $41,017.13 | $23.83 (1 month free rent) |
| Year 2 | $3,840.70 | $46,088.34 | $26.78 |
| Year 3 | $3,955.92 | $47,471.04 | $27.58 |
| Year 4 | $4,074.59 | $48,895.08 | $28.41 |

**Renewal Option Period**

| Period | Monthly Base Rent | Annual Base Rent | Square Foot Cost |
|---|---|---|---|
| Year 5 | $4,196.83 | $50,361.96 | $29.26 |

| | | | |
|---|---|---|---|
| Year 6 | $4,322.73 | $51,872.76 | $30.14 |
| Year 7 | $4,452.42 | $53,429.04 | $31.04 |
| Year 8 | $4,585.99 | $55,031.88 | $31.97 |

9. **Rent Concession:** The Tenant is entitled to one (1) month free rent upon this Lease Effective Date (December 1, 2016). The amount of the rent concession is equal to: $3,728.83.

10. **Operating Expenses:** Operating Expenses are those charges, fees, bills, real estate taxes, property insurance, property management fees, water and sewer, electricity, and other cost associated with the Landlord's operation of the Building and the Land, on a yearly basis, as described and limited to in Paragraph 4 of this Lease.

11. **Tenant's Pro Rata Share of Operating Costs:** A pro-rated share of 3.09% will be charged only for those expenses above baseline of expenses for the Building, after the base year (2016). The baseline of expenses shall be determined in accordance with Paragraph 4 of this Lease.

12. **Tenant Improvements (Cost for Tenant Improvements):** Landlord will perform the requested Tenant Improvements to the Premises at Tenant's expense. Such Tenant Improvements shall be performed in a timely basis, and in accordance with Exhibit D of this Lease. As a result of such Tenant Improvements, the Tenant shall reimburse the Landlord the total amount of the cost for the Tenant Improvements. The cost associated with the Tenant Improvements shall be paid by the Tenant to the Landlord within thirty (30) business days of the issuance of the Certificate of Occupancy, so long as the Landlord has first provided the Tenant with any and all of the necessary supporting documentation evidencing the cost for the Tenant Improvements, as described in Paragraph 8(b.1).

13. **Landlord Improvements:** Landlord will timely perform, at its expense, any and all of the Landlord Improvements to the Premises in accordance with Paragraph 8(a) of this Lease.

14. **Security Deposit:** One month of rent ($3,728.83), which will be returned at the end of the term of this lease.

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

16. **Base Year for Operating Costs:** 2016

17. **Term:** The initial term of this Lease is for four (4) years, commencing on the Lease Effective Date and expiring four (4) years thereafter.

18. **Lease Effective Date:** The first (1st) day of the next calendar month (December 1, 2016) following the effective date of the resolution by the Board of County Commissioners (the "Board") approving this Lease, so long as the required ten (10) day veto period for the County Mayor has passed, or has been waived. If the ten (10) day veto period has not expired, or if the County Mayor has vetoed this Lease, then the Lease Effective Date shall be the date that it is approved by the County Mayor, or is subsequently approved by two/thirds of the Board of County Commissioners.

19. **Termination Date:** Four (4) years from the Lease Effective Date, unless the Lease is renewed by the Tenant or the Right of Early Cancellation provision is exercised, in accordance with the terms of this Lease.

20. **Right of Early Cancellation:** The Tenant has a right to early cancellation in accordance with Section 2(h) of the Standard Lease Provisions.

21. **Holdover:** 150% month-to-month holdover of the then current base rent.

22. **Renewal Option(s):** One (1) four (4) year renewal option period with Basic Rent as set forth in the Basic Lease Provisions above.

23. **Broker(s)**

**Landlord's Broker:** None

**Tenant's Broker:** None

24. **Number of Parking Spaces:** Two (2) parking spaces exclusively reserved for Tenant, with the Tenant being authorized to place signage stating such reservation of parking spaces, and parking in common with other tenants.

25. **Address for Notices:**

**To Landlord:**

Veneto Group, LLC
1701 Ponce de Leon Blvd., Suite 100
Coral Gables, Florida 33134

**To Tenant:**

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

**With a copy to:**

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

26. **Place of Rent Payment:**
Veneto Group, LLC
1701 Ponce de Leon Blvd., Suite 100
Coral Gables, Florida 33134

This Lease consists of the foregoing introductory paragraphs and Basic Lease Provisions (consisting of paragraphs 1 through 26), along with any and all exhibits, all of which are incorporated herein by this reference. In the event of any conflict between the information contained in the Basic Lease Provisions, and the language in the Standard Lease Provisions, which follow, the Standard Lease Provisions shall control.



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## STANDARD LEASE PROVISIONS

### 1. LEASE GRANT

(a) Landlord hereby leases to the Tenant that certain Premises, which is Unit 21, located at 4081 S.W. 152 Avenue, Miami, Florida 33185, consisting of 1,721 rentable square feet of space, on the ground floor of the Building, which together is shown on the illustration that is attached hereto, marked as "Exhibit A", and is included herein by reference.

(b) Landlord leases the Premises to the Tenant, and the Tenant hereby leases the Premises from the Landlord together with the right in common with others to use all appurtenances of the Building and the Land that are designated by the Landlord for the common use of tenants and others, such as sidewalks, walkways, landscaped areas, services areas, and the surface parking lot (the "Common Areas").

(c) The Tenant hereby accepts the Premises in its current "as-is" "where-is" condition, with any and all faults, except to the extent that all components shall be in good condition and in good working order as of the commencement of this Lease, and to the extent that the Landlord has agreed to make any improvements and/or build-out to the Premises, as described herein below, then such build-out shall be subject to a one (1) year warranty.

(d) The Landlord hereby grants to the Tenant the non-exclusive right to use, in common with the Landlord and the other tenants of the Building and the Land, the portions of the Building and the Land intended to be used for common use, including, but not limited to service areas, sidewalks, walkways, the parking lot, roads, driveways, and landscaped areas.

### 2. TERM

(a) The initial term of this Lease shall be for a period of four (4) years, and shall commence on December 1, 2016. The date marking the beginning of the Lease shall be the Lease Effective Date, as described above in the Basic Lease Provisions, and shall be memorialized in a letter of commencement from Tenant to Landlord.

(b) Prior to the Tenant taking possession of the Premises, the Landlord shall cause the Premises to be prepared for occupancy. The cost associated with any and all Landlord Improvements, as defined below, will be borne by the Landlord, unless specifically stated to the contrary herein, with an agreed upon time period for timely performing such work. Further, at the expense of the Tenant, the Landlord shall perform and caused to be completed, at least to the point of Substantial Completion, any and all of the Tenant Improvements, before the Tenant takes occupancy of the Premises. "Substantially Completed" or "Substantial Completion" as that term is used herein, shall mean the date when all major construction aspects of the Premises, including, but not limited to, any remodeling work to be performed by the Landlord are completed, as evidenced by a Certificate of Occupancy, although minor items that will not interfere with the business or operation of the Tenant, as determined by the Tenant, need not be completed prior to the Effective Date. Further, the Landlord shall secure the appropriate Certificate of Occupancy for the Landlord Improvements and provide a copy of such to the Tenant. The Certificate of Occupancy shall serve as evidence that the work for the Landlord Improvements has been Substantially Completed.

(c) Upon Substantial Completion of the build-out of the Premises, including both the Landlord Improvements and the Tenant Improvements, the Landlord shall secure and deliver to Tenant a copy of the

Certificate of Occupancy issued by the appropriate governmental entity or agency, which shall control and serve as conclusive evidence of the date that the build-out of the Premises was timely completed. Prior to securing the Certificate of Occupancy, the Landlord shall notify the Tenant, at least ten (10) calendar days in advance that the build-out of the Premises (both Landlord Improvements and Tenant Improvements) is nearing completion, so that the Tenant can prepare to occupy the Premises. The ten (10) day notice to Tenant shall be in writing, and shall require the Tenant to sign and return a copy of the notice to the Landlord. If the Tenant fails to sign and return the notice to the Landlord within seven (7) calendar days of its receipt from Landlord, the Landlord shall send a second and final written notice to the Tenant at least two (2) calendar days prior to securing a Certificate of Occupancy. Failure of the Landlord to deliver the advance notice(s) to the Tenant shall have the same effect as delaying the date for Substantial Completion by ten (10) calendar days, unless the Tenant elects to take possession of Premises sooner.

(d) Taking possession of any portion or all of the Premises by the Tenant shall constitute Tenant's acceptance of the Premises, or such portion thereof as being in satisfactory condition, subject only to latent defects and deficiencies listed in writing in a notice delivered by Tenant to Landlord, within thirty (30) days of Tenant's occupancy.

(e) Once this lease is fully executed, the Landlord shall immediately commence the work associated with the build-out of the Premises, and shall have a maximum of ninety (90) calendar days to have the Landlord Improvements Substantially Completed.

(f) Renewal Option. Subject to the provisions hereinafter set forth, the Landlord hereby grants to the Tenant an option to extend the term of this Lease, on the same terms, conditions, and provisions as contained in this Lease, except as otherwise provided in this paragraph. The Landlord hereby grants the Tenant the option to extend the term of this Lease for a period of four (4) years. The renewal option shall be exercisable by written notice from the Tenant to the Landlord no later than ninety (90) days prior to the last day of the term. The monthly rent for the Premises payable during the renewal option period is set forth in the Basic Lease Provisions above. Upon the Tenant exercising its option to renew this Lease, this Lease shall be renewed unless Tenant exercises the Early Cancellation provision as provided in Paragraph 2(h).

(g) Holdover. If Tenant retains possession of the Premises after the expiration of this Lease, including the renewal option period, or the earlier termination of this Lease, unless otherwise agreed in writing, such possession shall automatically become one of month-to-month tenancy, and the rent shall be one hundred and fifty (150%) percent of the last amount in effect at the expiration of this Lease, and all of the other terms and conditions of this Lease shall remain the same, and be applicable during such holdover period.

(h) Early Cancellation by the Tenant. In the event that the Commissioner is not reelected in the 2020 Primary Election and does not qualify for the run-off election, then this Lease will automatically terminate on November 30, 2020. In the event that the Commissioner is involved in a run-off election during the 2020 General Election and the Commissioner is not reelected during such run-off election, then this Lease will automatically terminate on December 31, 2020. Further, the results of any applicable elections, as described above, will supersede the option to renew, and this Lease will automatically terminate on either of the aforementioned dates even if the Tenant has previously exercised the renewal option by written notice as provided in Paragraph 2(f).

3. **RENT**

(a) The Tenant's obligation to pay rent, including base rent, and/or any other financial obligation shall begin on December 1, 2016. The Tenant is entitled to one (1) month of free rent upon the Effective Date of this lease. The amount of the rent concession is equal to: $3,728.83.

(b) The Tenant agrees to pay Base Rent to the Landlord for the first (1st) year of the term of this Lease in the amount of Forty-one Thousand Seventeen Dollars and Thirteen Cents ($41,017.13), which, because of the one (1) month free rent concession, represents Twenty-three Dollars and Eighty-three Cents ($23.83) per square foot annually. With the expectation of the first (1st) month, which shall be free to the Tenant, based upon an agreed upon rent concession, the rent shall be payable by the Tenant, on a monthly basis, after the initial month, in eleven (11) equal monthly installments of Three Thousand Seven Hundred Twenty-eight Dollars and Eighty-three Cents ($3,728.83). Commencing on the anniversary of this Lease, and every anniversary thereafter, the Tenant agrees that, as provided below, the Base Rent shall be increased by three (3%) percent over the prior year's Base Rent, as described in the Base Lease Provisions. The Tenant shall pay to the Landlord rent for the Premises in accordance with schedule set forth in Basic Lease Provisions.

(c) All monthly installments of Base Rent shall be payable in advance on the first (1st) day of each calendar month during the term hereof, without notice, demand or offset, with the exception of the month of October, which will be processed after the close of the Tenant's fiscal year on September 30th of each year. Such delay in the payment of rent shall not exceed a period of sixty (60) days. Further, the Landlord acknowledges and agrees that the Tenant is not permitted to pay late fees.

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

(e) Additional Rent: Tenant shall be required to pay Tenant's share, calculated to be equal to 3.09%, of any increases in Operating Expenses, as describe in Paragraph 4 of this lease, as Additional Rent from the Base Year. The year 2016 shall be used to establish the Base Year. Notwithstanding the foregoing, payment of Additional Rent (if any) shall commence on January 1, 2017. Landlord shall invoice Tenant monthly for the Additional Rent (plus all applicable sales, use or other taxes). As soon as practicable following the close of each calendar year during the Term, Landlord shall provide the Tenant an accounting showing in reasonable detail all computations of Additional Rent due under this Paragraph.

## 4. OPERATING EXPENSES

(a) As Additional Rent, Tenant shall pay to the Landlord its pro rata share (3.09%) of the Operating Expenses, which are in excess of the Operating Expenses for the year 2016, which Operating Expenses for 2016 are detailed in "Exhibit B", which is attached hereto, and incorporated herein by this reference. Operating Expenses, as hereby defined, as the cost for utilities, maintenance, and landscaping, including, but not limited to, real estate taxes, insurance, property management fees, electricity, water and sewer, wages, salaries and payroll burden of maintenance labor personnel (such as janitorial and maintenance staff), and other services, waste disposal, parking area care, striping, paving, asphalting, painting, sealing, materials, lighting, lighting facilities, supplies, and maintenance incurred during the calendar year for each year of the Term of this Lease ("Operating Expenses"). Operating Expenses are and shall mean expenses of any kind or nature which are necessary, ordinary, and customarily incurred with respect to the operation, repair, replacement, and maintenance of the Building, the Premises, and the Land during a calendar year, and is generally charged as an operating expense to tenants by landlords of comparable buildings in the Miami-Dade County, Florida area. Operating Expenses include all costs and expenses of every kind and nature paid

or incurred by Landlord in cleaning, operating, altering, refurbishing, mechanically equipping, decorating, lighting, repairing, improving, restoring, renovating, and maintaining all areas of the Building, Premises, and/or Land, including signs, and utilities serving and/or required to be maintained in and to the Building, the Premises, and/or the Land (including access ways and loading/parking zone area(s) contiguous to the Building and available for use by occupants of the Premises by reason of easement or leasehold rights, or if Landlord is otherwise required to maintain or repair same). Operating Expenses shall not include those costs and/or expenses that are the sole financial responsibility of the Landlord, such as the structural portions of the Building and/or the Premises, including the roof, foundation, and/or the curtain walls of the Building, any capital repairs or replacements, as well as the indoor air quality of the Premises. Annually, the Landlord shall, without request or demand, submit to the Tenant evidence of its cost in maintaining the Building, the Premises, and the Land (Year-end reconciliation), which shall include copies of all bills, invoices, charges, credit card statements, along with all evidence of payments, including cancelled checks (front and back of cancelled checks). The Operating Expenses shall not include the costs of repair for any repairs to the roof and/or roof membrane, repair and/or replacement of any energy management system, costs related to capital expenditures, Landlord's wages, unemployment taxes, social security taxes, and assessments, the cost or expense to process or handle bills and/or invoices as well as other items typically performed by landlords in similar buildings located in Miami-Dade County, Florida. For the purposes hereof, "real estate taxes" are all general and specific taxes pertaining to the Premises including any existing and future assessments for road, sewer, utility and other local improvements and other governmental charges which may be lawfully charged, assessed or imposed upon the Premises or the land and improvements thereon. Further, the Landlord agrees that real estate taxes shall be determined as of the lowest amount assessed by any tax collector, or government agency (tax amount payable each year at the end of November). Real estate taxes shall not include income, capital levy, franchise, capital stock, gift, estate, or inheritance tax. The term "Assessments" shall include any and all so-called special assessments, license tax, business license fee, business income tax, commercial rental tax, levy, and/or charge against the Premises, and/or the land upon with the Premises is situated. If an Assessment is payable in installments, taxes for that year shall include the amount of the installment minus any interest due and payable as a result of the installments. For taxes and Assessments, if a change, particularly a reduction, in the taxes is obtained for any year of the term, and the Landlord receives a refund, reimbursement, or other compensation, or lower valuation, estimation, or assessment, then the taxes for that year shall be automatically retroactively adjusted, and the Landlord, without demand, shall immediately provide the Tenant at tenant's pro rata share of (3.09%) with a credit or refund, at Tenant's election, based on such adjustment.

(b) Tenant shall have the right, at its own expense, to inspect, review, and/or otherwise audit the books and records of the Landlord pertaining to Operating Expenses. Upon the Tenant's written request, the Landlord shall promptly furnish to the Tenant, from time to time, the most current audited or unaudited financial statements for Operating Expenses prepared in accordance with generally acceptable accounting principles, certified by the Landlord and/or an independent auditor to be true and correct, reflecting the Landlord's then current financial statement with respect to the Premises (Tenant reserves the right to obtain audited financial statements if the Tenant specifically requests and requires such information, and agrees to pay for the cost associated to secure such information, so long as the Tenant does not otherwise have, or is required to have audited financial statements or records). In the event that Tenant's examination reveals that an error has been made in the Landlord's determination of the costs and/or expenses associated with the Operating Expenses, and the Landlord agrees with such determination, then the amount corresponding to tenants share of 3.09% of such adjustment shall immediately be payable by Landlord to the Tenant. In the event that Tenant's examination reveals that an error has been made in the Landlord's determination of the payment of cost and/or expenses for the Operating Expenses, and Landlord disagrees with the results thereof, then Landlord shall have sixty (60) days to obtain a review by a Certified Public Accountant of its choice to determine the payment of costs and/or expenses for the Operating Expenses. In the event Landlord's

accountant and Tenant's reviewer are unable to reconcile their reviews of the Landlord's books and records, then both the Landlord's accountant and the Tenant's reviewer shall mutually agree upon an accountant, which cost shall be borne by both parties, and the determination by the independent accountant regarding the payment of costs and/or expenses for Operating Expenses for the Premises shall be conclusive.

(c) As mentioned above, the Tenant's pro rata share of the Operating Expenses will be implemented as Additional Rent by the Landlord if, as a result of the Year-end reconciliation, it is determined that the Operating Expenses for the then current year have exceeded the Operating Expenses for 2016 as detailed in "Exhibit B". The Tenant hereby agrees to be responsible for its pro rata share of the Operating Expenses, represented at 3.09%, for the amount over the Operating Expenses for the year 2016. As an illustration, if the Operating Expenses for the year 2016 is One Hundred Thousand ($100,000.00) Dollars, and the Operating Expenses for the year 2017 is One Hundred Twenty Thousand ($120,000.00) Dollars, then the Tenant shall be responsible for 3.09% of the Twenty Thousand ($20,000.00) Dollars, which would be Five Thousand Five Hundred Sixty ($5,560.00) Dollars. Afterwards, the Tenant shall pay the Landlord the amount of Five Thousand Five Hundred Sixty ($5,560.00) Dollars over the next twelve (12) month period as Additional Rent.

(d) In the event that the Lease is renewed in accordance with the Lease terms, during any such renewal period, the Tenant shall continue to make a monthly payment to the Landlord as its pro rata share contribution toward the Operating Expenses, which shall also continue to be reconciled and invoiced by the Landlord as set forth above.

5. **PURPOSE**

(a) The Tenant shall utilize the Premises for any use including, but not limited to, the district office for the Commissioner, and any general office use which is not inconsistent with the character and type of tenancy found in comparable buildings utilized by governmental agencies and/or retail shopping centers. The Premises shall not be utilized for any other purpose without the prior written consent of the Landlord, unless expressly described herein this Lease.

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

(c) The Tenant shall neither suffer nor permit the Premises, nor any part thereof, to be used in any manner, nor anything to be done therein, nor suffer or permit anything to be brought into or kept therein, which would in any way: (i) make void or voidable any fire or liability insurance policy then in force with respect to the Premises, the Building, and/or the Land; (ii) make unobtainable from insurance companies authorized to do business in the State of Florida and fire insurance with extended coverage, or liability, elevator, or other insurance required to be furnished by the Landlord under the terms of any lease or mortgage to which this Lease is subordinate at standard rates; (iii) cause or in the Landlord's reasonable opinion be likely to cause physical damage to the Premises, the Building, and/or the Land; (iv) constitute a public or private nuisance; (v) impair the appearance, character or look of the Building; (vi) discharge objectionable fumes, odors, or vapors into the air conditioning system of the Building, or into the Building flues or vents not designed to receive them or otherwise in such manner as may unreasonably offend other

occupants of the Building; (vii) create unnecessary waste in, on or around the Premises, the Building, and/or the Land; and/or (viii) make any noise or set up any vibration which will disturb other tenants, except in the course of repair, or alterations, or at other times authorized by the Landlord.

(d) The Landlord hereby acknowledges and agrees that should the Office of the County Commissioner elect to move to a different location, or otherwise relocate from the Premises prior to the expiration of the Term, then the use and purpose relating to the Premises shall also change, and will conform to the new subtenant that the Tenant subleases the Premises to in the future.

## 6. SERVICES AND UTILITIES

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

(a) Water & Sewer. Landlord during the term hereof shall pay all charges for water and sewer to the Premises used by Tenant

(b) Electrical. Landlord during the term hereof shall pay all charges for electricity services to the Premises used by the Tenant, which are, or are not, separately metered.

(c) HVAC. Landlord shall provide to the Premises heating and air conditioning in good operating condition, and Tenant shall perform routine maintenance of the HVAC system. Landlord shall make all repairs and replacements to the same when advised by the Tenant, in writing, of the need for such repairs. Landlord hereby agrees to have the coils and vents of the HVAC system cleaned and examined on a regular basis. The thermostat operating the HVAC system is within the Premises, and Landlord shall pay the separately metered utilities required to operate the HVAC system.

(d) Renovation. Landlord will provide certain build-out consisting of Landlord Improvements and the Tenant Improvements, as described in Paragraph 8 of this Lease.

## 7. MAINTENANCE AND REPAIRS

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

any and all repairs within a reasonable period following receipt of notice of the need thereof from the Tenant. The Landlord shall also keep in good order, condition, and repair all Building equipment used by the Tenant in common with other tenants, and replace the same at the end of such equipment's normal and useful life. In the event that the Landlord fails to properly or timely maintain and repair the Premises after notice and opportunity to cure (except in the event of an emergency), the Tenant, unless otherwise described in this Lease, shall have the right, but shall not be required to do so, after thirty (30) days' written notice to the Landlord, to make any and all repairs to the Premises, which the Tenant reasonably believes is necessary to timely and properly operate its business functions, and/or which present a reasonable concern for safety for the Tenant, or any of its agents, vendors, employees, licensees, or invitees, and the reasonable cost of such repairs, including materials, labor, and overhead, at Tenant's election shall be invoiced to the Landlord, and if Landlord fails to pay the same within thirty (30) days after Landlord's receipt of such invoice and reasonable supporting documentation, then such amount shall be reduced from the Base Rent until recovered in full. In the event of an emergency, Tenant may avail itself of self-help remedies without providing the Landlord an opportunity to cure or address the emergency, and in such instance the Tenant shall not be liable to the Landlord and shall be entitled to immediate reimbursement for its cost and expenses. Further, the Tenant shall have no liability to the Landlord for any damage, inconvenience, or interference regarding the use or any damage to the Building, Premises, and/or Land as a result of performing any work that was the Landlord's obligation or responsibility, other than caused by the gross negligence, or the intentional or willful act of the Tenant, its agents, employees, licensees, or invitees. The Landlord shall be liable to Tenant for any injury or interference with Tenant's business arising from the failure of the Landlord to timely and properly make any repairs, alterations, improvements in or to any portion of the Building, the Premises, and/or the Land after notice of the need for the same as provided above.

(a.1) Notwithstanding the forgoing, the Landlord shall make any and all necessary repairs to the HVAC system within twenty-four (24) hours upon receiving any notice or complaint from the Tenant. Should the Landlord fail to timely address the necessary repairs to the HVAC system, the Tenant shall be authorized to either make the necessary repairs itself or hire a third-party company to make the necessary repairs to the HVAC system, and the reasonable cost of such repairs, including materials, labor, and overhead, at Tenant's election shall be invoiced to the Landlord, and if Landlord fails to pay the same within thirty (30) days after Landlord's receipt of such invoice and reasonable supporting documentation, then such amount shall be reduced from the Base Rent until recovered in full.

(a.2) Further, the Landlord and Tenant agree that the Indoor Air Quality Safe Practices requirements, which are described in detail in "Exhibit C", which is attached hereto, and incorporated herein by this reference, shall be strictly adhered to by the Landlord. Should the Landlord, for any reason, fail to adhere to the Indoor Air Quality Safe Practices, for a period of thirty (30) days or more, then the Tenant shall have the right to make any and all necessary repairs or improvements to the Premises, and then be immediately reimbursed by the Landlord. Should the Landlord fail to immediately reimburse the Tenant, then the Tenant shall be entitled to reduce the Basic Rent by the amount of the reimbursement due to the Tenant.

(a.3) Landlord and Tenant further acknowledge that mold and fungi are naturally occurring conditions and that mold or fungi may be present in the Premises at the commencement of this Lease and/or may occur at some time during the Term. For the purposes hereof, fungi shall include any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi. All costs associated with testing, abating, removing, containing, neutralizing, treating, or in any way responding to or assessing the effects of radon, mold, or fungi in the Premises shall be borne exclusively by the Landlord, and the Landlord expressly indemnifies and holds the Tenant harmless from any and all costs and expenses related to such activities.

(a.4) 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 for more than 24 hours after Tenant notifies Landlord of such unusability, the Tenant shall be entitled to rent abatement for the period of time such repairs are undertaken.

(b) Tenant's Duties. The Tenant, at Tenant's sole cost and expense, shall, except for services furnished or otherwise provided by the Landlord, maintain the Premises, and all trade fixtures contained therein ("within the four walls") in a safe, clean, and neat condition, and otherwise in good order and repair (note, standard electrical and plumbing fixtures are not included). The Tenant shall perform, or have performed, daily or weekly janitorial services, as it deems necessary, and shall maintain the lavatory, including any toilet, wash basin, kitchen facilities, and any supplemental HVAC system (including all plumbing connected to said system installed by or on behalf of the Tenant) in the Premises. Further, the Tenant shall pay for the cost of any repairs to the Premises, the Building, or the Land made necessary by any gross negligence or willful misconduct of the Tenant, or any of its agents, vendors, employees, licensees, or invitees. In the event that the Tenant fails to so maintain the Premises in good order, condition, and repair, the Landlord shall give the Tenant thirty (30) days' notice to do such acts as are reasonably required to properly maintain the Premises. In the event that the Tenant fails to commence such work within the thirty (30) day period, and diligently pursue it to completion, then the Landlord shall have the right, but shall not be required, to do such acts and expend such funds, at the expense of the Tenant, as are reasonably necessary to perform such maintenance and repairs. Landlord shall have no liability to Tenant for any damage, inconvenience or interference with the use of the Premises by Tenant as a result of performing any such work. In the event of an emergency, Landlord may proceed immediately without providing the opportunity to cure.

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

## 8. BUILD-OUT AND IMPROVEMENTS

(a) LANDLORD IMPROVEMENTS. Landlord will install laminate wood flooring, chosen by Tenant, at a maximum allowance of One Dollar and Fifty Cents ($1.50) per square foot. Landlord will also repair the drop ceiling in the Premises as needed.

(b) TENANT'S IMPROVEMENTS. The Landlord shall deliver the Premises to Tenant with all of the Tenant Improvements set forth in this Lease hereof having been completed. The Tenant Improvements

to be completed by Landlord which are specifically set forth in "Exhibit D", which is attached hereto and incorporated herein by this reference, are to be performed by the Landlord in a workman like manner, in accordance with any and all building codes, and utilizing licensed tradesmen.

(b.1) In addition to the Rent, the Tenant shall reimburse Landlord for the full cost to complete Tenant Improvements set forth in Exhibit D. The Landlord shall provide the Tenant with detailed supporting documentation evidencing the total cost of the Tenant Improvements, including providing copies of any and all invoices, bills, along with copies of cancelled checks (front and back), or other evidence of payments, which is acceptable to the Tenant. The cost associated with the Tenant Improvements shall be paid by the Tenant to the Landlord within thirty (30) business days of the issuance of the Certificate of Occupancy so long as the Landlord has first provided the Tenant with any and all of the necessary supporting documentation evidencing the cost for the Tenant Improvements, as described above herein.

(b.2) The cost for the Tenant Improvements shall be the amount that is "at cost" to the Landlord. Further, the parties agree that the Tenant has the right to inspect the Premises during construction, and all industry standard work that is reasonably unsatisfactory to the Tenant must be corrected or repaired at the Landlord's sole cost and expense.

(c) All alterations, improvements, and/or additions to the Premises shall be deemed a fixture, and thereby a part of the real estate and property of the Landlord, and shall remain upon and be surrendered with the Premises as a part thereof without molestation, disturbance, or injury at the end of the term of this Lease, whether by expiration or otherwise, unless the Landlord, by notice given to the Tenant, shall elect to have the Tenant remove all or any such alterations, additions, and/or improvements (excluding non-movable office walls), and in such event, the Tenant shall promptly after the termination of this Lease, remove, at its sole cost and expense, such alternations, improvements, and/or additions, and restore the Premises to the condition in which the Premises was in prior to the making of the same, reasonable wear and tear excepted. Notwithstanding the foregoing, all moveable partitions, IT communication cabling and wiring, telephones, and other machines and equipment which are installed in the Premises by or for the Tenant, without expense to the Landlord, and can be removed without structural damage to, or defacement of, the Building or the Premises, and all furniture, furnishing, equipment and other articles of property owned by the Tenant, and located in or about the Premises (all of which are herein called the "Tenant's Property") shall be and remain the property of the Tenant, and may be removed by the Tenant at any time during the term of this Lease. However, if any of the Tenant's Property is removed, Tenant shall repair or pay the cost of repairing any damage to the Building, and/or the Premises, resulting from such removal. All additions, improvements, and/or alterations which are to be surrendered with the Premises shall be surrendered with the Premises, as a part thereof, without cost to, or compensation by, the Landlord, at the end of the term of this Lease, or the earlier termination thereof. Tenant may remain in the Premises up to five (5) days after the Termination Date, without the payment of Rent, for the sole purpose of removing Tenant's Property. If Tenant fails to remove any of Tenant's Property after vacating the Premises, beyond the aforementioned five (5) day period, without Landlord's consent, the Landlord, at Tenant's expense, may remove and either dispose of, or store, the Tenant's Property and perform any other required clean-up and/or repairs to the Premises. Tenant, within sixty (60) days after receipt of an invoice from the Landlord, shall reimburse the Landlord for the reasonable cost incurred by the Landlord for the removal, and disposal or storing of Tenant's Property, and the clean-up and/or repair of the Premises.

(d) If the Landlord permits persons hired, retained, or requested by the Tenant (other than employees of the Tenant) to perform any alterations, improvements, and/or additions to the Premises, then prior to the commencement of such work, the Tenant shall deliver to the Landlord sufficient proof evidencing the appropriate licenses, and insurance as reasonably required by the Landlord. Any and all such

insurance shall name the Landlord as an additional insured, and shall provide that the same may not be canceled or modified without thirty (30) days prior written notice to the Landlord.

## 9. RIGHT OF QUIET ENJOYMENT

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

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

(c) Without limiting any of its rights, the Tenant may cancel, or otherwise terminate, this Lease upon sixty (60) days' notice to the Landlord in the event that enjoyment or use of the Premises is prohibited or substantially interfered with by an action or inaction of the Landlord, provided that from the date of receipt of notice from the Tenant to the Landlord, the Landlord shall have thirty (30) days to cure the prohibition or interference affecting the Tenant's enjoyment or use of the Premises.

## 10. ASSIGNMENT AND SUBLETTING

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

(b) In the event of any assignment or subletting, not otherwise consented to herein, the Tenant shall remain fully liable for the performance of all of the terms and conditions of this Lease, unless the Landlord, in writing, consents to the Tenant being released from any further liability or responsibility under this Lease.

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

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

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

## 11. LIENS AND INSOLVENCY

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

## 12. EMINENT DOMAIN

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

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

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

## 13. ACCESS OR ENTRY BY LANDLORD

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

(b) Landlord may also show the Premises to prospective purchasers, renters (but only within the last four (4) months of the term of this Lease or if Tenant has given Landlord a notice of termination), or lenders during regular business hours, and upon three (3) business days prior written notice to Tenant, provided that

the Landlord shall not unreasonably interfere with the Tenant's business operations, or with Tenant's use and occupancy of the Leased Premises. During the course of any such showing of the Premises, the Landlord, and/or its prospective purchasers, renters, or lenders shall be escorted by an employee of the Tenant throughout the Premises.

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

## 14. SIGNAGE

(a) All signs, symbols, and logos placed on the doors or windows or elsewhere about the Premises, which are visible from outside of the Premises, or upon any other part of the Building, including building directories, shall be subject to the approval of the Landlord, which approval shall not be unreasonably withheld or delayed.

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

(c) Store Front Signage. The Tenant hereby expressly acknowledges and agrees that the Tenant shall be required, at Tenant's sole cost and expense, to install store front signage outside the Premises; provided, however that the Tenant shall first be required to obtain the Landlord's approval of the proposed size, style and location of the signage, and Tenant shall be required to obtain and pay of all costs and expenses attributable to the installation of the signage, including, without limitation, the cost of obtaining and closing out all necessary permits and approval by any applicable governing authority.

## 15. INSURANCE

(a) Landlord's Insurance. The Landlord will, during the term of this Lease, at its sole cost and expense, carry fire, windstorm, hail, flood (if in a 100-year flood zone), and extended coverage insurance on the improvements of the Premises and the Building to the full replacement value.

(b) Tenant's Insurance. Tenant shall procure and maintain in force and effect, at its expense, during the Term of this Lease and any extension thereof, public liability and plate glass insurance with companies approved by Landlord, adequate to protect against liability for damage claims and broken glass through public use of, or arising out of accidents or incidents occurring in or around the Premises, in a minimum amount of One Hundred Thousand ($100,000.00) Dollars for each person injured and Two Hundred Thousand ($200,000.00) Dollars for any one accident or incident. Such insurance policies shall provide primary coverage, shall provide coverage for Landlord's contingent liability on such claims or losses and shall list Landlord as additional insured. The policies or copies of them shall be delivered to Landlord for keeping. Tenant agrees to obtain a written obligation from the insurers to notify Landlord in writing at least thirty (30) days prior to cancellation or refusal to renew any such policies. Tenant agrees that if such insurance policies are not kept in force during the entire Term of this Lease and any extension of it, Landlord may procure the necessary insurance and pay the premium, and that such premium shall be repaid to

Landlord as Additional Rent for the month following the date on which such premiums are paid. Tenant's obligation under this Article may be satisfied by means of self-insurance.

## 16. INDEMNIFICATION

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

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

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

## 17. HAZARDOUS MATERIALS

(a) The Landlord represents and warrants to the Tenant that no Hazardous Materials, as defined below, have been located on or about the Building and/or the Premises, or have been released into the environment, or discharged, placed, or disposed of at, on, or under the Building and/or the Premises. The Landlord further represents and warrants that to its actual knowledge, information, and belief, (i) the Premises, the Building, and/or the Land have never been used as a dump for any Hazardous Materials, as defined below, and (ii) at all prior uses of the Premises, the Building, and/or the Land have at all times complied with any and all statutes, laws, rules, and/or regulations pertaining to Hazardous Materials. Notwithstanding the foregoing, Tenant has been in occupancy of the Premises for several years prior to the date of this Lease, and no such representation or warranty shall extend to any Hazardous Materials which may have been released by Tenant or its employees, agents or contractors either prior to this Lease or during the Lease Term.

(b) The term "Hazardous Materials" shall mean any substance, material, waste, gas, or particulate matter which at the time of the execution of this Lease of any time thereafter is regulated by any local governmental authority, the State of Florida, and/or the United States Government, including, but not limited to, any material or substance which is: (i) defined as a "hazardous material", "hazardous substance", "extremely hazardous waste", or "restricted hazardous waste" under any provision of the State of Florida and/or the United States Government; (ii) petroleum; (iii) asbestos; (iv) polychlorinated biphenyl; (v)

radioactive material; (vi) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C., Section 1251, et seq. (33 U.S.C., Section 1371); (vii) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C., Section 6901 et seq (42 U.S.C., Section 6903); (viii) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act 42 U.S.C., Section 9601 et seq. (42 U.S.C. Section 9601).

(c) The Landlord hereby indemnifies the Tenant from and against any matter related to the representation and covenant provided regarding Hazardous Materials. Notwithstanding the foregoing, Tenant has been in occupancy of the Premises for several years prior to the date of this Lease, and no such indemnification shall extend to any Hazardous Materials which may have been released by Tenant or its employees, agents or contractors either prior to this Lease or during the Lease Term.

## 18. DESTRUCTION OF, OR DAMAGE TO, THE PREMISES

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

## 19. TENANT'S DEFAULT AND REMEDIES

(a) It shall be an "Event of Default" if: (i) Tenant fails to pay Rent, or any other charges, when such payment by Tenant is due hereunder, and such failure continues for thirty (30) days after receipt of written notice thereof was made to Tenant by the Landlord; (ii) Tenant violates or fails to perform any of the other conditions, covenants, or agreements under this Lease, and such violation or failure continues for thirty (30) calendar days after written notice thereof to Tenant by Landlord, or (iii) if such default cannot be cured within such thirty (30) day period, then if the Tenant commences to cure the default within the thirty (30) day period, but fails to proceed diligently and fully cure the default within a reasonable time thereafter; (iv) Tenant makes a general assignment for the benefit of creditors, or files a petition for bankruptcy, or other reorganization, liquidation, dissolution, or similar relief; (v) a proceeding is filed against the Tenant seeking bankruptcy, reorganization, liquidation, dissolution, or similar relief, which would have a direct impact upon this Lease, and which is not dismissed within one hundred twenty (120) calendar days; (vi) a trustee, receiver, or liquidator is appointed by a court of competent jurisdiction, for the Tenant, or a substantial part

of its property and/or assets; (vii) Tenant's interest under this Lease is taken upon execution or by other process of law directed against the Tenant; (viii) Tenant mortgages, assigns (except as expressly permitted in this Lease), or otherwise encumbers Tenant's interest under this Lease.

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

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

## 20. LANDLORD'S DEFAULT AND REMEDIES

(a) Except as otherwise specified in this Lease, if the Landlord defaults in the performance of any term, condition, and/or covenant hereof, and such default continues for thirty (30) days after receipt of notice from the Tenant, or if the default cannot be reasonably cured within thirty (30) days then for a reasonable period of time thereafter, then the Tenant may, at its option, but subject to the other terms, condition, and covenants of this Lease, terminate this Lease upon sixty (60) days prior written notice to the Landlord. Further, Tenant also reserves the right, at its option, to cure any of the Landlord's defaults which relate to the physical condition of the Premises, after written notice to the Landlord (demand for reimbursement shall contain all supporting documentation, including, but not limited to invoices, cancelled checks, releases, photographs, and other evidence establishing that the work was completed and properly paid for by the Tenant), and the Landlord shall immediately (within thirty (30) calendar days) reimburse the Tenant for all reasonable costs and expenses, including, but not limited to labor and materials, or alterations, and if Landlord fails to do so, the Tenant shall be permitted to deduct the amount for such work from the Rent.

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

## 21. ATTORNEYS' FEES

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

## 22. TENANT'S SUBORDINATION TO MORTGAGE

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

## 23. CONDITION OF PREMISES AT TERMINATION

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

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

## 24. NOTICES

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

| | |
|---|---|
| To Tenant: | Miami-Dade County<br>Internal Services Department<br>Real Estate Development Division<br>111 N.W. First Street, Suite 2460<br>Miami, Florida 33128<br>Attention: Director |
| with a copy to: | Miami-Dade County<br>County Attorney's Office<br>111 N.W. First Street, 28th Floor<br>Miami, Florida 33128 |
| To Landlord: | Veneto Group, LLC<br>1701 Ponce de Leon Blvd., Suite 100<br>Coral Gables, Florida 33134 |

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

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

Landlord hereby represents and covenants to Tenant that:

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

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

(c) Subject to the terms of this Lease, the Landlord shall keep the Premises, the Land, and the Building, free and clear of any and all liens on account of any construction, repair, alteration, improvements, and/or taxes. Landlord shall keep any and all mortgage payments current and in good standing unless Tenant has received a subordination, nondisturbance and attornment agreement from the lender under such mortgage.

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

violation is caused by Tenant or its use or alterations either before or after the date of this Lease, Tenant shall be responsible for the same.

(e) Landlord hereby represents and covenants that to Landlord's actual knowledge, the Premises now conforms to, or that prior to Tenant's occupancy in the Premises, that the Premises shall, at the Landlord's sole cost and expense, be brought into conformance with the requirements of Section 553.501, et seq., *Florida Statutes*, regarding "Florida Americans with Disabilities Accessibility Implementation Act", providing requirements for the physically handicapped. Tenant has been in possession of the Premises for several years prior to the date of this Lease, and to the extent any violation is caused by Tenant or its use or alterations either before or after the date of this Lease, Tenant shall be responsible for the same.

(f) Landlord hereby grants the Tenant an easement for ingress/egress, access, parking, and for driveway purposes, for the Premises. Landlord also grants two (2) exclusive parking spaces to Tenant, which the Tenant shall, at its cost, be permitted to indicate the reservation by signage.

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

(h) Landlord hereby represents and covenants to the Tenant that the drinking (faucet) water at the Premises, and otherwise in the Building is available, and it is free of all contaminants and harmful chemicals at the time of Tenant occupancy. Landlord shall submit to Tenant at the time of occupancy a County Certified Lab Water Report.

## 26. TENANT'S REPRESENTATIONS AND COVENANTS

Tenant hereby represents and covenants to the Landlord the following:

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

(b) Tenant understands that it has the right, at its sole cost and expenses, to install a burglar alarm system for its benefit, and to install a camera(s), as well as an antenna, cellular or booster system within or about the Premises, and/or the Building, which antenna, cellular or booster system is intended to provide better cellular telephone reception primarily for the Tenant, and its employees, so long as no perforations or entry upon the roof is involved.

## 27. FORCE MAJEURE

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

shall be extended for a period equivalent to the period of such delay. The foregoing shall not apply to the payment of Rent.

## 28. RADON GAS

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

## 29. BUILDING RULES, REGULATIONS & RESTRICTIONS

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

## 30. MISCELLANEOUS

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

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

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

D.) Recording. A memorandum of this Lease or a full copy hereof, may be recorded by either party among the Public Records of Miami-Dade County, Florida, at the sole cost of the party filing the document. Such memorandum shall be in a form reasonably approved by both parties prior to recordation. Further, the Tenant shall file a copy of the Lease with the Miami-Dade County Clerk of the Board of County Commissioners.

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

construed against the draftsman shall be inapplicable to this Lease which has been drafted by counsel for both Landlord and Tenant.

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

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

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

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

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

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

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

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

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

O.) Transfer of Lessor's Interest. In the event of any transfer or transfers of Landlord's interest in the Premises or in the Building, the transferor shall be automatically relieved of any and all obligations and liabilities on the part of Landlord accruing from and after the date of such transfer. All of the provisions of this Lease shall bind and inure to the benefit of the parties hereto, and their respective heirs, legal representatives, successors and assigns.

P. Interest on Past Due Obligations. Any amount due from Tenant to Landlord hereunder which is not paid when due shall bear interest at the highest rate of interest allowed by law (but not to exceed twelve (12%) percent per annum) from the date due until paid unless otherwise specifically provided herein, but the payment of such interest shall not excuse or cure any default by Tenant under this Lease. The Tenant will have 10 business days to dispute any charge submitted by the Landlord. An amount due is one that is not in dispute by either party.

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

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

LANDLORD

Veneto Group, LLC.

a Florida Limited Liability Company

Signed in the presence of:

Print Name: Betsy Molina

Print Name: Katherine Flesch.

By: _____

Name: Alejandro Villamizar

Title: MGR.

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN,

By: _____

Deputy Clerk

TENANT

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

By: _____

Name: Carlos A. Gimenez

Title: Mayor

EXHIBIT A

PREMISES

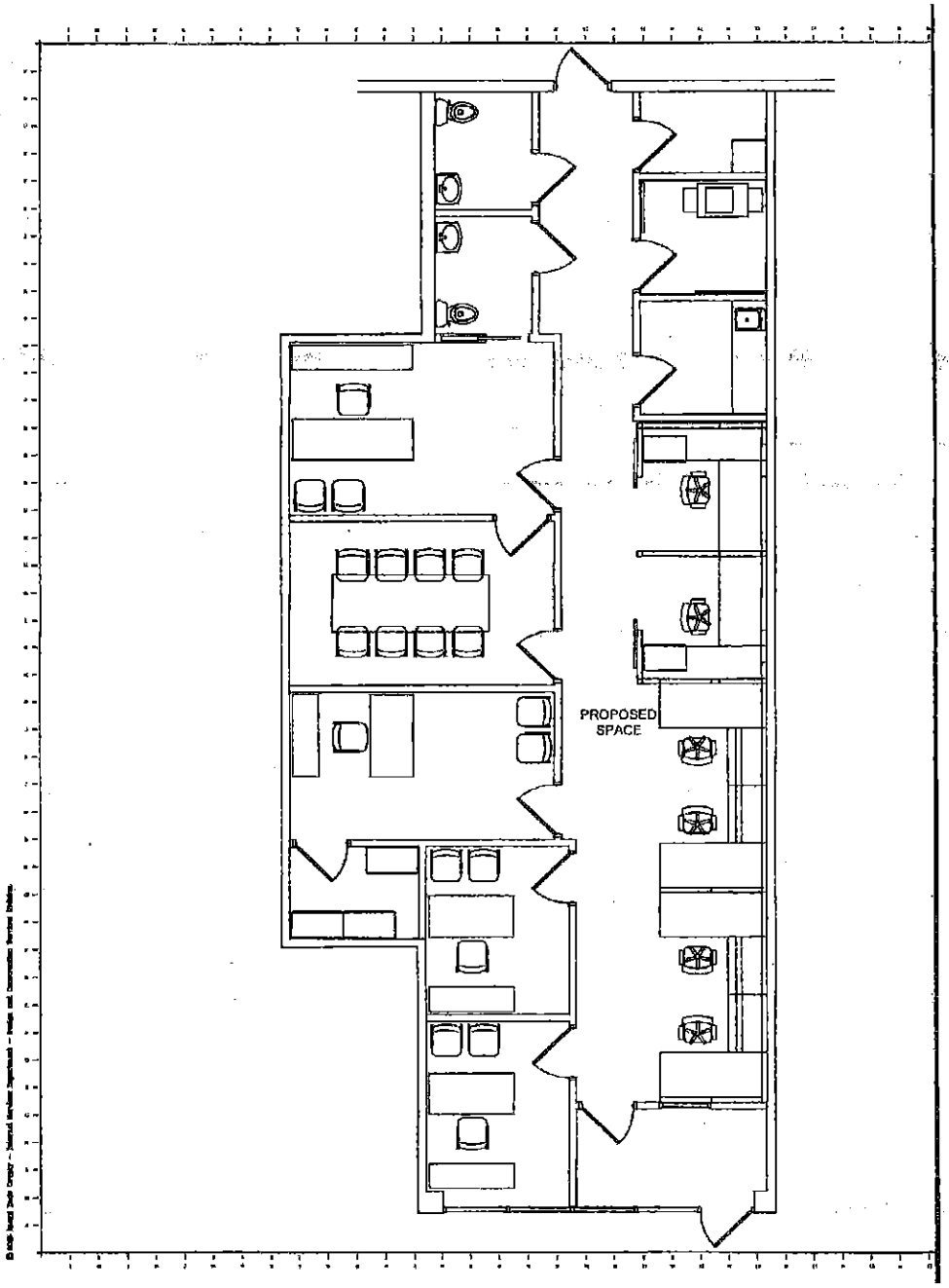

EXHIBIT B

OPERATING EXPENSES FOR YEAR 2016

**Landlord's Expenses (June 2016 to September 30, 2016)**

| | | | |
|---|---|---|---|
| Landscaping | $ | 4,200.00 | |
| Fire Inspection and Repairs | $ | 803.70 | |
| Liability, Property | $ | 15,142.52 | |
| Electricity | $ | 2,541.16 | |
| Water and Sewer | $ | 1,716.18 | |
| Waste Removal | $ | 2,581.84 | |
| Repairs and Maintenance | $ | 713.94 | |
| Painting and Patching | $ | 92.63 | |
| Maintenance Labor | $ | 5,140.00 | |
| Fire Alarm Monitoring | $ | 1,002.57 | |
| Property Management Fees | $ | 16,000.00 | |
| Security | $ | N/A | *Possible future expense |
| **Operating Expenses for 4 months** | | 49,934.54 | |
| **Subtotal** | | **149,803.62** | |
| | | | |
| Property Taxes | | $83,984.96 | |
| **TOTAL OPERATING EXPENSES** | | **233,788.58** | |

*The above figures are subject to review, and the Landlord shall, without request or demand, submit to the Tenant evidence of its cost in maintaining the Building, the Premises, and the Land, which shall include copies of all bills, invoices, charges, credit card statements, along with all evidence of payments, including cancelled checks (front and back of cancelled checks).

**Note:** It is understood that the County has not had the opportunity to vet the figures provided by the Landlord. The County will verify these figures within 30 days.

# EXHIBIT B

Corrected Paid By Miami-Dade County, Florida Paid 12/07/2015 fective Date 11/30/2015 plicate public_user 10/17/2016 Receipt # CHECK21-16-035637 $80,638.57

## 2015 Real Estate Property Taxes

Notice of Ad Valorem Tax and Non-Ad Valorem Assessments

SEE REVERSE SIDE FOR IMPORTANT INFORMATION

| FOLIO NUMBER | MUNICIPALITY | MILL CODE |
|---|---|---|
| 30-4916-022-0010 | UNINCORPORATED DADE COUNTY | 3000 |

VENETO GROUP LLC
1701 PONCE DE LEON BLVD 100
CORAL GABLES, FL 33134

Property Address:
4001 SW 152 AVE

Exemptions:

### AD VALOREM TAXES

| TAXING AUTHORITY | ASSESSED VALUE | MILLAGE RATE | $1,000 OF TAXABLE VALUE | TAXES LEVIED |
|---|---|---|---|---|
| Miami-Dade School Board | | | | |
| School Board Operating | 4,600,000 | 7.41300 | 4,600,000 | 34,099.80 |
| School Board Debt Service | 4,600,000 | 0.19900 | 4,600,000 | 915.40 |
| State and Other | | | | |
| Florida Inland Navigation Dist | 4,600,000 | 0.03200 | 4,600,000 | 147.20 |
| South Florida Water Mgmt Dist | 4,600,000 | 0.14590 | 4,600,000 | 671.14 |
| Okeechobee Basin | 4,600,000 | 0.15860 | 4,600,000 | 729.56 |
| Everglades Construction Proj | 4,600,000 | 0.05060 | 4,600,000 | 232.76 |
| Childrens Trust Authority | 4,600,000 | 0.50000 | 4,600,000 | 2,300.00 |
| Miami-Dade County | | | | |
| County Wide Operating | 4,600,000 | 4.66690 | 4,600,000 | 21,467.74 |
| County Wide Debt Service | 4,600,000 | 0.45000 | 4,600,000 | 2,070.00 |
| Unincorporated Operating | 4,600,000 | 1.92830 | 4,600,000 | 8,870.18 |
| Library District | 4,600,000 | 0.28400 | 4,600,000 | 1,306.40 |
| Fire Rescue Operating | 4,600,000 | 2.42070 | 4,600,000 | 11,135.22 |
| Fire Rescue Debt Service | 4,600,000 | 0.00860 | 4,600,000 | 39.56 |

Paid

### NON-AD VALOREM ASSESSMENTS

| LEVYING AUTHORITY | RATE | FOOTAGE/UNITS | AMOUNT |
|---|---|---|---|
| L0860 SABINA SHOPPING CENTER | @ 0.0500 | 271.000 | 13.55 |

Combined taxes and assessments $83,998.51

Save Time. Pay Online. www.miamidade.gov

↑ RETAIN FOR YOUR RECORDS ↑

2015 Real Estate Property Taxes

FOLIO NUMBER
30-4916-022-0010
PROPERTY ADDRESS
4001 SW 152 AVE
LEGAL DESCRIPTION
SABINA SHOPPING CENTER
PB 159-51 T-20727
TRACT A
LOT SIZE 109449 SQFT M/L
FAU 30-4916-000-

↓ DETACH HERE AND RETURN THIS PORTION WITH YOUR PAYMENT ↓ Duplicate public_user 10/17/2016

*1+304916022001 0+2015*

Make checks payable to: **Miami-Dade Tax Collector**
(In U.S. funds drawn on U.S. banks)
Make checks payable to:
Miami-Dade Tax Collector
(In U.S. funds drawn on U.S. banks)
Amount due May ~~be Subject to Change Without Notice~~
Mail payments to:

| PAY ONLY ONE AMOUNT |
|---|
| If Paid By Please Pay |
| Nov 30, 2015 $0.00 |
| |
| |
| |
| Paid |

VENETO GROUP LLC
1701 PONCE DE LEON BLVD 100
CORAL GABLES, FL 33134

1000000000000000003049160220010201500000000000000000000007

EXHIBIT C

INDOOR AIR QUALITY SAFE PRACTICES

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

Controlling indoor air quality involves integrating three main strategies:

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

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

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

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

**Prior to Occupancy**

Testing shall be performed by a qualified registered professional engineer or certified industrial hygienist to confirm that the ventilation system, in its minimum outdoor air setting, is delivering the quantities of outdoor air to representative occupied spaces, as called for in this lease agreement. A validated report detailing the measurement and verification of air volume testing, adjusting and balancing shall be provided to the tenant, without any cost to the tenant.

During the installation of materials *(in either the tenant's space or areas served by the tenant's HVAC system)* with the potential to emit Volatile Organic Compound (VOC) *(including carpets, adhesives, caulks, sealants, paints, insulations and office work station partitions)*, the HVAC system shall be operated with no recirculation or air *(weather permitting)*.

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

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

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

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

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

| Suggested Ranges of Temperature and Relative Humidity During Summer and Winter | | |
|---|---|---|
| (Assumes typical summer and winter clothing at light/sedentary activity levels) | | |
| **Relative Humidity** | **Winter Temperature** | **Summer Temperature** |
| 30% | 68.5°F-75.5°F | 74.0°F-80.0°F |
| 40% | 68.0°F-75.0°F | 73.5°F-80.0°F |
| 50% | 68.0°F-74.5°F | 73.0°F-79.0°F |
| 60% | 67.5°F-74.0°F | 73.0°F-78.5°F |

## Indoor Air Quality Program

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

1. **Designee:** There shall be an assigned Indoor Air Quality Program (IAQP) coordinator qualified by appropriate training and experience that is equal with the complexity of the program to administer or oversee the program and conduct the required evaluations of the program effectiveness.
2. **Building Profile:** Building Description is essential information of a building profile which is necessary for a basic understanding of the building HVAC systems and which is necessary to set the foundation for the operations and maintenance.
3. **Operating Procedures:** Description of daily operating and management of facility building systems can directly affect the environment air quality.
4. **Maintenance Procedures:** Maintain a preventive maintenance for the building system components that affect the environment air quality.
5. **Audits:** Regular facility audits should be performed throughout the facility interior, HVAC System and exterior.
6. **Operator Training:** Under no circumstances may an employee operate or maintain a building system until he/she has successfully completed the EAQ training.
7. **Contractor Employers:** outside contractor should follow was is established on the EAQ program.
8. **Recordkeeping:** Encourages indoor air quality feedback—good or bad. Record all tenant complaints of building-related illnesses. These records are necessary to expedite review and evaluation of the system and to support implementation and operation of an adequate environmental air quality program. Use an Environmental Air Quality Complaint Form for employee complaints is recommended.
9. **Program Evaluation:** By having our program administrator that thoroughly evaluate and, as necessary, revise our Indoor Environmental Quality Program and can eliminate problems effectively.

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

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

EXHIBIT D

TENANT IMPROVEMENTS

Once this lease is fully executed, the Landlord shall immediately commence the work associated with the build-out of the Premises, and shall have a maximum of ninety (90) calendar to have the Landlord Improvements Substantially Completed.

Office Build-Out Requirements:

(4) Floor to Ceiling Offices for the following:

1. Commissioner
2. Chief of Staff
3. Legislative Aide
4. District Coordinator

Remaining staff will be housed in open space within cubicle partitions:

(2) with high panels – Executive Assistant and Sr. Commission Aide

(4) with low panels – Commission Aides; to be purchased via ISD. However, electrical and IT/ data requirements are applicable for those offices as well.

(1) Floor to Ceiling Conference Room with connecting door to Commissioner's office – electrical requirement on floor

(1) Kitchenette with sink; counter area, refrigerator and microwave

(1) Supply Room / Printer Copier area / IT room
Laminate Floor throughout space, except bathrooms – color to be selected

New Paint throughout offices – colors/ accent walls to be selected

**The estimates for the build-out are not available at this time. Once the estimates are received from the General Contractor, the Tenant Improvements will be modified as referenced in Section 8. Such Improvements are estimated to be $30,000.00.**