

MEMORANDUM

Agenda Item No. 14(A)(29)

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

DATE: July 20, 2021

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution rescinding Resolution No. R-1119-20 regarding a direction to the County Mayor to negotiate lease agreement for Larcenia J. Bullard Plaza with Richmond Heights CDC; approving lease, pursuant to section 125.38, Florida Statutes of approximately 43,482 square feet of County-owned land including 11,830 square feet of an approximately 13,753 square foot building ("demised premises"), located at SW 144th Street and Lincoln Boulevard in Commission District 9 to Manifest Foundation incorporated ("Manifest"), a Florida not-for-profit corporation, for provision of business incubator and community services; declaring demised premises surplus; approving lease agreement for 30-year term with two, ten year renewals ("term") for lease payments to the County of \$1.00 per year with and County payments to Manifest for operating and maintenance expenses in an annual amount not to exceed \$451,868.00, increasing at 3 percent annually from the third year of the lease through the expiration of the term and County retained expenses estimated at \$31,000.00, increasing at 3 percent annually from the second year of the lease through the expiration of the term, each to be funded from the general fund; waiving provisions of Implementing Order 8-4 requiring executed lease agreement be presented to Board and Resolution No. R-256-13 with respect to payment of rent in lieu of taxes; delegating authority to County Mayor to finalize and execute lease agreement, to take all actions to effectuate lease, and to exercise all rights conferred therein

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Kionne L. McGhee.



Geri Bonzon-Keenan
County Attorney

GBK/uw



MEMORANDUM

(Revised)

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

DATE: July 20, 2021

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 14(A)(29)

Please note any items checked.

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

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 14(A)(29)
7-20-21

RESOLUTION NO. _____

RESOLUTION RESCINDING RESOLUTION NO. R-1119-20 REGARDING A DIRECTION TO THE COUNTY MAYOR OR MAYOR’S DESIGNEE TO NEGOTIATE LEASE AGREEMENT FOR LARCENIA J. BULLARD PLAZA WITH RICHMOND HEIGHTS CDC; APPROVING LEASE, PURSUANT TO SECTION 125.38, FLORIDA STATUTES OF APPROXIMATELY 43,482 SQUARE FEET OF COUNTY-OWNED LAND INCLUDING 11,830 SQUARE FEET OF AN APPROXIMATELY 13,753 SQUARE FOOT BUILDING (“DEMISED PREMISES”), LOCATED AT SW 144TH STREET AND LINCOLN BOULEVARD IN COMMISSION DISTRICT 9 TO MANIFEZT FOUNDATION INCORPORATED (“MANIFEZT”), A FLORIDA NOT-FOR-PROFIT CORPORATION, FOR PROVISION OF BUSINESS INCUBATOR AND COMMUNITY SERVICES; DECLARING DEMISED PREMISES SURPLUS; APPROVING LEASE AGREEMENT FOR 30-YEAR TERM WITH TWO, TEN YEAR RENEWALS (“TERM”) FOR LEASE PAYMENTS TO THE COUNTY OF \$1.00 PER YEAR WITH AND COUNTY PAYMENTS TO MANIFEZT FOR OPERATING AND MAINTENANCE EXPENSES IN AN ANNUAL AMOUNT NOT TO EXCEED \$451,868.00, INCREASING AT 3 PERCENT ANNUALLY FROM THE THIRD YEAR OF THE LEASE THROUGH THE EXPIRATION OF THE TERM AND COUNTY RETAINED EXPENSES ESTIMATED AT \$31,000.00, INCREASING AT 3 PERCENT ANNUALLY FROM THE SECOND YEAR OF THE LEASE THROUGH THE EXPIRATION OF THE TERM, EACH TO BE FUNDED FROM THE GENERAL FUND; WAIVING PROVISIONS OF IMPLEMENTING ORDER 8-4 REQUIRING EXECUTED LEASE AGREEMENT BE PRESENTED TO BOARD AND RESOLUTION NO. R-256-13 WITH RESPECT TO PAYMENT OF RENT IN LIEU OF TAXES; DELEGATING AUTHORITY TO COUNTY MAYOR OR MAYOR’S DESIGNEE TO FINALIZE AND EXECUTE LEASE AGREEMENT, TO TAKE ALL ACTIONS TO EFFECTUATE LEASE, AND TO EXERCISE ALL RIGHTS CONFERRED THEREIN

WHEREAS, pursuant to Resolution No. R-917-04, the voters of Miami-Dade County approved, as part of the Building Better Communities General Obligation Bond Program, the

issuance of \$255,070,000.00 of bond proceeds in order “to construct and improve public service outreach facilities to meet code and service requirements and to increase neighborhood and community access to services;” and

WHEREAS, Appendix A to Resolution No. R-917-04 listed eligible projects by name, project location, project description and amount of funding, among other information, and one such project identified and approved by voters was Project No. 321 – Redevelopment- Larcenia J. Bullard Plaza in Commission District 9 in order to fund the redevelopment of the Larcenia J. Bullard Plaza located at SW 144th Street and Lincoln Boulevard into a multi-use facility; and

WHEREAS, in 2019, this Board approved Resolution No. R-784-19 to approve the award of a construction contract for the Larcenia J. Bullard Plaza project which was to consist of a new two-story building with approximately 14,000 square feet of total constructed area to be used as a catalyst for civic events in a designated museum and exhibit space for the use by, and the display of exhibits provided by, the local neighborhood and community, among other uses, and the lease or use by certain spaces by non-profit/community service providers and government agencies; and

WHEREAS, the Larcenia J. Bullard Plaza project was substantially completed earlier this year; and

WHEREAS, both in Resolution No. R-784-19 approving the construction contract for the construction of the Larcenia J. Bullard Plaza and in Resolution No. R-638-18 approving the governmental facility development plan for the Larcenia J. Bullard Plaza, the items specified that Richmond Heights Community Development Corporation (“RHCDC”) was to occupy space for its operations on the second floor of the building and manage the rest of the Larcenia J. Bullard Plaza for the County; and

WHEREAS, on October 20, 2020, this Board approved Resolution No. R-1119-20 to direct the County Mayor or Mayor’s designee to negotiate a lease agreement between the

County, as landlord, and RHCDC, as tenant, for space at the approximately 13,753 square foot building constituting the Larcenia J. Bullard Plaza located at SW 144th Street and Lincoln Boulevard in Commission District 9 and on the land identified by folio no. 30-5019-028-0010, excluding approximately 1,923 square feet of space on the ground floor of the building which is to be retained by the County for a Black History Center (“demised premises”) and to present the fully negotiated and finalized lease agreement to this Board within 45 days; and

WHEREAS, the County instead now desires to enter into a lease agreement for the demised premises with Manifezt Foundation Incorporated (“Manifezt”), a Florida not-for-profit corporation, organized for the specific purpose of unifying students and entrepreneurs of all backgrounds with local community resources to help foster prosperity and innovation in the southeast region; and

WHEREAS, Manifezt desires to use the demised premises to continue to operate and manage the demised premises as a business incubator for small businesses in the community and for the provision of community services by non-profit organization and governmental entities; and

WHEREAS, Manifezt intends to sublease space within the demised premises at below-market rents to other small businesses in the community as part of its small business incubator in order to foster the promotion of prosperity and innovation through, among other things, educating and training students for employment opportunities with the small business tenants and to non-profit organizations and governmental entities to provide community services in furtherance of community interest and welfare; and

WHEREAS, Manifezt also intends to partner with and sublease space within the demised premises to Neighbors and Neighbors Association, Inc. (“NANA”), a not-for-profit entity, in accordance with its corporate purpose to raise the economic, educational and social levels of County residents to expand educational and economic opportunities; and

WHEREAS, as part of Manifezt's small business incubator, NANA will use the space to provide the small businesses subleasing space at the demised premises with marketing assistance, networking activities, financial management, help with presentation skills, business training, identification of grants and resources, mentorship, and management training; and

WHEREAS, County administration has advised that the market rental rate for the demised premises is not available, but according to the Miami-Dade County Property Appraiser's website, the approximately 43,482 square foot parcel of vacant land comprising part of the demised premises, excluding the building, has a market value of \$587,037.00 as of 2020; and

WHEREAS, Manifezt's use of the property for a small business incubator and for the provision of community services by non-profit organizations or governmental entities are purposes consistent with promoting community interest and welfare; and

WHEREAS, this Board finds that Manifezt requires the property for the purposes for which it was incorporated and to promote the community interest and welfare of the public; and

WHEREAS, this Board, pursuant to section 125.38, Florida Statutes, wishes to lease the property to Manifezt for a term of 30 years, with two options to renew of 10 years each ("term") at an annual rental rate of \$1.00; and

WHEREAS, in accordance with section 2-8.6.5 of the Code of Miami-Dade County, Florida, the County would only be leasing, not conveying in fee simple, the property to Manifezt, and if Manifezt fails to use the property in accordance with the requirements of the lease agreement, then the County has the right to terminate the lease agreement; and

WHEREAS, this Board finds that in light of the proposed use of the property, a compelling reason exists to forego rent beyond a nominal amount with respect to the property as payment of rent would create an additional economic hardship to Manifezt, and such funds could

be allocated to provide additional support for the mission, goals and services provided by Manifezt as further set forth within the lease agreement; and

WHEREAS, notice was posted on the property on March 17, 2021 to notify the public that this Board would be considering the lease of the property to Manifezt; and

WHEREAS, in accordance with Implementing Order 8-4, the Internal Services Department has announced the availability of the property to all County departments to determine if they are interested in the property, but no County department has expressed an interest in it; and

WHEREAS, this Board has determined that the demised premises is not needed for County purposes; and

WHEREAS, Manifezt has advised County administration that the anticipated expenses of managing and operating the demised premises will exceed the anticipated rental revenues to be received from all of the subtenants (“operating deficit”); and

WHEREAS, Manifezt has advised County administration that the operating deficit for each of the first two years of the lease term is anticipated to be \$451,868.00.00 and County administrative staff estimates that the operating deficit will grow at a rate of 3 percent thereafter for each year of the term; and

WHEREAS, this Board desires to provide payments to Manifezt, on a semi-annual basis, to cover its operating deficits, which payments shall not exceed \$451,868.00.00 each of the first two years of the lease and thereafter increasing annually at a rate of 3 percent until the expiration of the term; and

WHEREAS, in the lease agreement, the County is committing itself to also be responsible for certain operating and maintenance expenses associated with the demised premises that the County can do more efficiently as a result of existing contracts at a cost estimated to be \$31,000.00 per year increasing at a rate of 3 percent annually until the expiration of the term; and

WHEREAS, the directors of Manifezt are Kaven Jean-Charles and Vijay Singh,

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

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

Section 2. This Board declares the property as surplus, and finds that it is not needed for County purposes.

Section 3. This Board hereby rescinds Resolution No. R-1119-20.

Section 4. This Board approves, pursuant to section 125.38 Florida Statutes, the lease of the demised premises to Manifezt to operate and manage the demised premises as a business incubator for small businesses in the community and for the provision of community services by non-profit organization and governmental entities, all at below-market rents, in order to foster the promotion of prosperity and innovation through, among other things, educating and training students for employment opportunities with the small business tenants and in furtherance of community interest and welfare (“permitted use”).

Section 5. This Board waives Resolution No. R-256-13 as it relates to payment of rent in lieu of taxes and the provisions of Implementing Order 8-4 requiring that leases presented to the Board be executed by the other party.

Section 6. This Board approves the lease agreement between the County, as landlord, and Manifezt, as tenant, for the demised premises in generally the form attached hereto, which lease agreement provides for an initial term of 30 years with two, ten-year options to renew at an

annual rental rate payable to the County of \$1.00 over the term and with reimbursable expenses for operating deficits payable to Manifest over the term not to exceed \$451,868.00 each of the first two years of the lease and on the third year and every year thereafter increasing annually at a rate of 3 percent until the expiration of the term and obligates the County to undertake certain operating and maintenance functions for the demised premises at a cost estimated to be \$31,000.00 per year increasing at a rate of 3 percent annually beginning on the second year of the lease agreement and every year thereafter until the expiration of the term.

Section 7. This Board delegates the authority to the County Mayor or Mayor's designee to negotiate, finalize the terms of, and execute the lease agreement with Manifest, subject to final review and approval by the County Attorney's Office, provided: (a) said terms and conditions are no less favorable, financial or otherwise, to the County as those terms contained in the lease agreement attached to this resolution; (b) said terms and conditions at all times require the use and operation of the demised premises by Manifest for the purpose of the permitted use; and (c) no policies of this Board are violated or modified in the final terms of the lease agreement. This Board further authorizes the County Mayor or Mayor's designee to exercise all rights conferred in the lease agreement and to complete all acts necessary to effectuate the lease agreement.

Section 8. This Board directs the County Mayor or County Mayor's designee to provide the Property Appraiser's Office with a copy of the executed lease agreement within 30 days of its execution.

Section 9. This Board directs the County Mayor or the County Mayor's designee to appoint staff to finalize the terms of the lease and to monitor compliance with the lease agreement after execution of same, to provide written notice to the Clerk of the Board as to the

name of the staff member and the department tasked with monitoring this lease (“monitoring memorandum”), and submit a copy of the final, executed lease agreement to the Clerk of the Board, who shall file same and the monitoring memorandum along with this resolution.

The Prime Sponsor of the foregoing resolution is Commissioner Kionne L. McGhee.

The foregoing resolution was offered by Commissioner _____, who

moved its adoption. The motion was seconded by Commissioner

and upon being put to a vote, the vote was as follows:

Jose “Pepe” Diaz, Chairman

Oliver G. Gilbert, III, Vice-Chairman

Sen. René García

Sally A. Heyman

Eileen Higgins

Kionne L. McGhee

Raquel A. Regalado

Sen. Javier D. Souto

Keon Hardemon

Danielle Cohen Higgins

Joe A. Martinez

Jean Monestime

Rebeca Sosa

The Chairperson thereupon declared this resolution duly passed and adopted this 20th day of July, 2021. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA

BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Handwritten signature of Monica Rizo Perez, consisting of the letters 'MRP' in a stylized, cursive script.

Monica Rizo Perez

LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter "Lease") is entered into and made effective on this _____ day of _____, 2021 (the "Effective Date") by and between Miami-Dade County, a political subdivision of the State of Florida (hereinafter "Landlord"), and the Manifest Foundation Incorporated, a not-for-profit Florida corporation (hereinafter "Tenant").

RECITALS

WHEREAS, the Landlord is the owner of certain real property, consisting of a parcel of land, upon which the Landlord recently constructed a two-story building located on Lincoln Boulevard (between Bethune Drive and Carver Drive) in the Richmond Heights area of Miami-Dade County, Florida (Folio No.: 30-5019-028-0010); and

WHEREAS, the Landlord has named the building on the property the Larcenia J. Bullard Plaza, after the former Florida Senator Larcenia J. Bullard, who was first elected to the Florida Senate in 2002; and

WHEREAS, the Tenant is desirous of entering into a lease agreement with the Landlord for the use of the property, including subleasing office and retail spaces to community organizations providing community services and governmental entities as well as Small Businesses, at a substantially reduced rental rate; and

WHEREAS, the Landlord is willing, and has agreed, pursuant to Section 125.38, *Florida Statutes*, to enter into a lease agreement with the Tenant for a term of thirty (30) years, with options to renew the lease for two (2) ten (10) year periods, so long as the Tenant, at all times, remains an active Florida not-for-profit entity, utilizes the property for community interests and welfare purposes consistent with this Lease, including by subleasing the office and retail spaces to community organizations providing community services and governmental entities and Small Businesses, at less than market rate rents, and complies with all of the other terms and conditions of this Lease in a timely manner.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Lease, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do agree as follows:

WITNESSETH:

The Landlord, for and in consideration of the restrictions and covenants herein contained, hereby leases to Tenant, and Tenant hereby agrees to lease from Landlord, the property described below, and does so in accordance with the terms and conditions of this Lease, as described herein.

ARTICLE 1 **INCORPORATION OF RECITALS**

1.01 The parties hereto agree that the foregoing recitals are true and correct and are incorporated herein by reference.

ARTICLE 2

DEFINITIONS

2.01 The word “Premises” shall mean the property being leased by the Landlord to the Tenant located on Lincoln Boulevard (between Bethune Drive and Carver Drive), in the Richmond Heights area of Miami-Dade County, Florida (Folio No.: 30-5019-028-0010), and shall include any and all of the improvements on the Premises but shall exclude approximately 1,923 square feet of space on the first floor of the building for the Black History Center. The Premises is further described in Article 3 of this Lease.

2.02 The words “Black History Center” shall mean the dedicated area on the First Floor of the building, located on the southeast side of the building, in the rotunda, which the Landlord has earmarked and permanently established as the location for receiving, displaying and celebrating the accomplishments of the early settlers of the Richmond Heights community, the Perrine community, the Goulds community, and the South Miami Heights community. The Black History Center shall not be leased to the Tenant, but instead shall be occupied, used, maintained and operated by the Landlord.

2.03 The words “Business Incubator” shall mean the provision by the Tenant to Small Businesses of below-market space available to be subleased within the Premises, along with certain amenities intended to help such Small Businesses grow and succeed. The Business Incubator assistance is intended to serve as a catalyst tool for early-stage businesses so that they can grow and become stable companies in the community and surrounding area, thereby fostering economic development in the Richmond Heights area of Miami-Dade County.

2.04 The words “Business Incubator Services” shall mean the use of the office space inside of Suite 210, and the provision by Neighbors And Neighbors Association, Inc., or an alternative not-for-profit organization or entity, to Small Businesses in the community and to those Small Businesses subleasing space in the Premises of services which shall include, but not be limited to, various types of marketing assistance, networking activities, internet access, temporary office space, mailbox access, financial management, help with presentation skills, business training, identification of grants and resources, mentorship and management training.

2.05 The word “Improvements” shall mean all capital construction and improvements existing or to be constructed upon the Premises, including but not limited to, infrastructure, hardscaping, landscaping, lighting, parking lot areas, facilities, structures, and amenities, along with any related installations, fixtures, equipment, utilities, site work.

2.06 The terms “Small Business” or “Small Businesses” shall mean a business entity:

- 1.) Which has a valid business tax receipt issued by Miami-Dade County; and
- 2.) Which has an actual place of business in Miami-Dade County; and
- 3.) Whose three-year average gross revenues does not exceed \$5,000,000; and

4.) Where the personal net worth of all of its owners is not more than One Million Five Hundred Thousand (\$1,500,000) Dollars, exclusive of: (a) the value of the primary residence for which there is a homestead exemption; (b) the value of the business; and (c) funds invested in an individual retirement account, 401k, pension, or other official retirement account. If requested by the Landlord or the Tenant, the owner of any Small Business must provide information about the terms and restrictions of the retirement account(s) to the Landlord and the Tenant and certify that the retirement account(s) is legitimate. Representations as to a business entity's average gross revenues, personal net worth of owners and payroll shall be subject to audit by the Landlord and the Tenant.

ARTICLE 3

DESCRIPTION OF PREMISES

3.01 Landlord hereby leases the Premises to Tenant, and Tenant hereby rents the Premises from Landlord, subject to the terms, covenants, conditions and provisions of this Lease.

3.02 Premises. The Premises consists of the parcel of land as described below, which is located in Miami-Dade County, along with the building, which land area for the Premises is described as follows:

Folio Number: Premises Address: Legal Description:	30-5019-028-0010 RICHMOND HEIGHTS SHOPPING CENTER PB 174-076 T-24051 TR A LOT SIZE 43482 SQ FT M/L FAU 30 5019 001 5980 & 6300-6301
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Provided, however, the Premises excludes an approximately 1,923 square foot area on the First Floor described as the Black History Center.

3.03 The Landlord and Tenant hereby acknowledge and agree that a map illustrating the location of the Premises is attached hereto, marked "Exhibit A", and incorporated herein by this reference.

3.04 Landlord and Tenant agree that the square footage of the land where the Premises is located is approximately 43,482 square feet and further that the total square footage of the building is approximately 13,753 square feet; however, the size of the Black History Center is 1,923 square feet, resulting in the size of the area within the building leased to the Tenant, in accordance with this Lease, being 11,830 square feet. The parties hereby acknowledge and agree that the aforementioned sizes are an approximation, as the Premises has not been duly measured by the Landlord. Moreover, the Tenant, has visited the Premises first-hand, and therefore is fully aware of the size of the Premises, and has determined that the Premises is of sufficient size for its intended purposes.

3.05 Notwithstanding anything to the contrary contained herein, the Premises has been inspected by the Tenant who accepts the Premises in its “as-is” and “where-is” condition, with any and all faults, and who understands and agrees that the Landlord does not offer any implied or expressed warranty as to the condition of the Premises and/or whether it is fit for any particular purpose.

3.06 The Landlord and Tenant hereby acknowledge and agree that the Premises specifically and expressly excludes the Black History Center, which is located on the First Floor of the building, and therefore at all times during the term of this Lease, the Landlord shall have the exclusive right to occupy, use, operate and maintain the Black History Center as it deems necessary, including, but not limited to staffing for the Black History Center. And at no time during the Tenant’s leasehold interest in the Premises shall the Tenant undertake, be permitted, or otherwise have the ability, to sublease, assign and/or interfere with the Landlord’s interest in, occupancy of, and use of the Black History Center.

ARTICLE 4 **TERM**

4.01 (A) The Effective Date of this Lease shall be the first (1st) day of the month after this Lease is executed by the County Mayor or Mayor’s designee, which execution shall follow approval of this Lease by the Board of County Commissioners, and the expiration of the County Mayor’s ten (10) day veto period (hereinafter the “Effective Date”). This 30-year period shall be known as the “**Original Term**.”

(B) Further, the parties hereby acknowledge and agree that the Tenant’s obligation to occupy and responsibility to maintain and operate the Premises, shall begin on the Effective Date of this Lease. The Landlord shall provide the Tenant with a letter stating the Effective Date, as well as the Expiration Date of this Lease, as defined below. Tenant hereby agrees that the term of this Lease shall begin on the Effective Date and shall continue for a thirty (30) year period and shall automatically expire on the thirtieth (30th) anniversary of the Effective Date, with or without notice to the Tenant (hereinafter the “**Expiration Date**”), so long as Tenant complies with all of the terms and conditions herein, or unless this Lease is terminated earlier, as provided for herein. In addition, the Tenant shall have the right to renew this Lease, at its election, so long as the Tenant is not in default of any of the terms or conditions of this Lease, beyond any applicable cure periods, all in accordance with Section 4.03 of this Lease.

4.02 The Tenant agrees that not only shall this Lease expire on the Expiration Date without the necessity of any notice from either the Landlord or the Tenant to terminate the same, but also Tenant hereby waives notice to vacate or quit the Premises and agrees that Landlord shall be entitled the benefit of all provisions of law respecting the summary recovery of possession of the Premises from a Tenant holding over to the same extent as if statutory notice had been given. Tenant hereby agrees that if it fails to surrender the Premises at the end of the term, or any renewal thereof, Tenant will be liable to Landlord for any and all damages which Landlord shall suffer by reason thereof, and Tenant will indemnify Landlord against all claims and demands made by any succeeding tenants and/or developers against Landlord founded upon delay by Landlord in delivering possession of the Premises to such succeeding tenant and/or developer. Further, the

Tenant shall be obligated to pay rent to the Landlord in an amount equal to the then market rate rent, as described in Section 5.02 of this Lease.

4.03 Option to Renew. Landlord and Tenant hereby agree that the Tenant shall have the right to renew this Lease for two (2) ten (10) year periods under the same terms and conditions contained herein so long as the Tenant is not in default of any of the terms and conditions of this Lease, beyond any applicable cure period(s), and the Tenant first provides the Landlord written notice of its desire to exercise its right to renew this Lease at least one hundred eighty (180) days prior to the Expiration Date (for the exercise of the first option period, and one hundred eighty (180) days prior to the expiration of the first option period (for the exercise of the second option period). Said two (2) ten (10) year options referred to herein as the “**Renewal Term**” and, along with the Original Term, the “**Term**”. However, the Tenant shall not be permitted to exercise the first option period or the second option period any earlier than the date that is two (2) years prior to the Expiration Date, or to the expiration of the first option period, respectively.

4.04 Holdover. If Tenant shall be in possession of the Premises after the Expiration Date, in the absence of any agreement extending the term hereof, the tenancy under this Lease shall become one of month-to-month, terminable by either party on thirty (30) days prior written notice. Such month-to-month tenancy shall be subject to all of the covenants, conditions, provisions, restrictions and obligations of this Lease and shall be subject to rent based upon the terms and conditions found in Section 5.02.

4.05 Early Termination by Tenant. The parties hereby acknowledge and agree that the Tenant shall have the right, throughout the term of this Lease, to terminate this Lease prior to the Expiration Date, should the Tenant determine that the cost and/or responsibilities associated with maintaining the Premises are beyond what the Tenant is willing to bear or otherwise endure or advance, at the Tenant’s sole discretion. Any early termination of this Lease by the Tenant shall require that the Tenant notify the Landlord in writing, at least one hundred eighty (180) calendar days prior to the date that the Tenant seeks to terminate this Lease. Simultaneously with the notice of early termination to the Landlord, the Tenant shall deliver to the Landlord files and records, for at least the preceding twelve (12) month period, of any and all maintenance issues, copies of all service contracts, as well as any and all invoices and cancelled checks relating to the Premises, in addition to an accounting for any and all utilities, a current list of any and all vendors and suppliers that service the Premises, and the original sublease agreements for all of the subtenants along with an accounting of all rent payments and charges for the subtenants, and any other records or information that the Landlord reasonably requests from the Tenant. In the event of such early termination, Tenant shall relinquish the Premises in as good, or better condition as when this Lease commenced. And prior to such actual termination of this Lease, any financial obligations due and owing to the Landlord by the Tenant shall be paid by the Tenant, and Tenant shall remain fully responsible for any and all costs, fees, expenses, and/or invoices incurred during the time of its occupancy on, or leasehold interest in, the Premises, and all fixtures and Improvements shall revert to Landlord at no cost or expense to the Landlord. This Section shall survive the early termination of this Lease.

4.06 Early Termination by Landlord. The parties hereby acknowledge and agree that the Landlord shall have the right to terminate or suspend this Lease prior to the expiration date of this Lease if the Premises is needed by the Landlord for an emergency purpose. Should the

Landlord elect to terminate this Lease prior to the expiration date, then the Landlord shall immediately reimburse the Tenant for the unamortized cost of any and all Improvements made by the Tenant during the Original Term of this Lease, which cost shall be amortized on a straight-line basis over the portion of the Original Term remaining as of the date the Improvements were made; provided, however, such Improvements: (a) must have been authorized by the Landlord, prior to or simultaneously with the Tenant making such Improvements; (b) must have been undertaken solely at the Tenant's cost and expense without any County funds; and (c) the Tenant must deliver to the Landlord immediately after (within sixty (60) days) of making such Improvements, copies of any and all invoices, contracts, cancelled checks, release of lien letters and any other records associated with making such Improvements in sufficient detail to allow Landlord to confirm that the Improvements were made to the Premises, the date the work was completed, and the cost thereof.

4.07 Effect of Termination. Notwithstanding and prevailing over anything to the contrary in this Lease, in the event of a termination of this Lease for any reason, the Premises, including all fixtures and Improvements thereon, shall immediately revert to the Landlord at no cost or expense.

ARTICLE 5

RENT

5.01 Beginning on the Effective Date, the Tenant shall annually pay rent to the Landlord in the amount of One (\$1.00) Dollar (plus any applicable tax). During the term of this Lease, including during any and all renewal periods, the rent shall not be subject to an increase. The Tenant shall make all rental payments to the Landlord by check or by electronic payment, payable to the Internal Services Department of Miami-Dade County. Should the Tenant elect to pay the rent by check, then the Tenant must make such rental payment by mailing the payment to the Internal Services Department, Miami-Dade County, 111 N.W. First Street, Suite 2460, Miami, Florida 33128. Such rent shall be paid without demand, request, deduction, or setoff within ten (10) days of the Effective Date of this Lease, and annually thereafter on or before the first day of each year during the term of this Lease.

5.02 Tenant agrees that should it be in possession of the Premises after the Expiration Date, and without any written renewal or extension thereof, that it shall, in addition to being liable to the Landlord for any and all damages as a result of such holdover, be obligated to pay the then market rate rent, meaning that rental rate that the Landlord could normally obtain if the Landlord elected to rent the Premises to a third-party, which assessment contemplates an arms' length transaction (hereinafter "Market Rent"). Market Rent shall be determined by an independent appraiser selected by the Landlord, who appraises the Premises in its then current condition (the Landlord shall consider a reduction in the Market Rent for any Improvements made by the Tenant to the Premises).

5.03 Tenant shall collect and utilize the rents and other charges, or fees received from the subtenants for the Reimbursable Expenses (as such term is defined in section 6.07 below). On a monthly basis, any rent and other charges or fees received from the subtenants which is not immediately needed for Reimbursable Expenses shall be deemed a surplus for such month and

will be deposited by the Tenant into an operating account, separate from any other bank accounts maintained by Tenant, for the future and/or ongoing expenses associated with maintaining and operating the Premises throughout the term of this Lease. The Tenant acknowledges and agrees that in no event shall the Landlord make any payments to Tenant for Reimbursable Expenses if the Tenant retains any surplus rents, fees or charges received. Tenant must expend all of the funds received from rent, fees or charges to offset Reimbursable Expenses prior to the Landlord's obligation to provide funds and reimbursement for same.

ARTICLE 6

PERMITTED USE OF PREMISES AND TENANT OPERATIONS

6.01 Manager's Office. The Landlord and Tenant hereby acknowledge and agree that during the term of this Lease, the Tenant shall utilize and otherwise occupy Suite 221, located on the Second Floor of the building (the "**Manager's Office**") to operate and maintain the Premises and the Business Incubator for Small Businesses.

6.02 Permitted Use. The Tenant shall only use the Premises, and perform work or make Improvements on or to: (a) the first floor of the Premises that are consistent with the operation of a Business Incubator, which shall be effectuated by the Tenant subleasing the office and retail spaces to Small Businesses as intended by this Lease, as well as allowing the businesses in the building along with other individuals and entities, such as from the local community, to utilize the conference room area, as a meeting space, which conference room is located on the Second Floor of the rotunda; and (b) the second floor of the Premises for Tenant's use and occupancy consistent with section 6.01 herein, and for the sublease and use by governmental entities and not-for-profit community organizations providing community services (collectively the "**Permitted Use(s)**"). The only Permitted Use of the Premises is that set forth in this section 6.02. The Landlord understands and agrees that the Tenant intends to sublease space on the Second Floor to Neighbors And Neighbors Association, Inc., which shall utilize its entire subleased space (Suite 210) for Business Incubator Services, for the benefit of Small Businesses that are unable to afford and/or manage their own office or retail space and seek guidance and/or other assistance. The Tenant understands and agrees that the Landlord is entitled to request that all other subtenants on the second floor of the Premises be subject to Landlord's consent prior to entering into such subleases for purposes of confirming that such subtenants are in compliance with the Permitted Use.. The Premises shall be open to the public and utilized for the benefit of the public and community interest and welfare. Tenant agrees that no changes in the Permitted Use of the Premises is authorized without the prior express written permission of the Landlord, which shall be granted or denied in the sole discretion of and by its Board of County Commissioners.

6.03 Subject to the Tenant's right to use the Premises for the Permitted Use, the Tenant shall not suffer or permit the Premises, or any part thereof, to be used in any manner, or anything to be done therein, or suffer or permit anything to be brought into or kept therein, which would in any way: (i) violate any legal requirements or provisions of applicable law; (ii) the County's insurance requirements; (iii) cause physical damage, including but not limited to, structural damage to the Premises or any part thereof; (iv) constitute a public or private nuisance; (v) adversely impair or modify the appearance of the Premises, including, but not limited to the two-story building; (vi) adversely impair or modify the physical grounds or property surrounding the Premises; (vii) result in the performance any act that can be considered obscene (as defined by

Florida Statutes); (viii) change the name of the Premises, including the two-story building from the Larcenia J. Bullard Plaza; or (ix) impair any of the Landlord's right, title and/or interest in and to the Premises.

6.04 Tenant Operational Responsibilities.

A. The Tenant shall operate the Premises in a manner that is consistent with the management and operation of other commercial or governmental buildings in the general area, except that the Premises shall be specifically for non-profit organizations providing community services, governmental entities as well as Small Businesses. The rental rate for such subtenants will always and intentionally be below-market in accordance with section 6.05 below, in order to allow for community organization and governmental entities to provide community services and Small Businesses to have a physical location that will permit them to establish and gain customers and to also start and strengthen their "brand." The Tenant acknowledges and agrees that as Small Businesses grow to the point that it is reasonably believed that they will be able to afford rent and other expenses at other shopping centers and/or buildings (i.e., being able to pay market rate rent and common area expenses), the Tenant shall replace such subtenants with other Small Businesses.

B. The Tenant shall provide property management, advertising and other marketing, public relations and community outreach for the Premises, as well as addressing the needs of subtenants, including providing a viable Business Incubator for Small Businesses. The Tenant shall be responsible for the day-to-day operations of the Premises and all activities occurring there, and Tenant will occupy and operate the Premises in a manner that will help to stimulate the economy surrounding the Premises.

C. The Tenant will be responsible for invoicing subtenants, collecting rent from subtenants, entering into all contracts necessary for the operation, use and maintenance of the Premises and paying invoices resulting from same, resolving issues with subtenants and otherwise manage the Premises with the objectives of growing Small Businesses and having the Premises be an economic stimulus for the local community.

6.05 Subtenant Rents.

A. The Tenant hereby acknowledges and agrees that, with the exception of the Neighbors And Neighbors Association, Inc. (commonly known as NANA) which will be located on the Second Floor (in a space that is approximately 1,300 square feet): (1) the initial rent for the subtenants leasing space in the building on the Premises, shall be up to Fifteen (\$15.00) Dollars per square foot; (2) the rental rates for the other subtenants shall remain the same for at least the initial three (3) years of the Original Term; and (3) thereafter Tenant shall be permitted to adjust the rent up to the Maximum Rent Amount. The "**Maximum Rent Amount**" shall be sixty percent (60%) of the average rental rate for commercial rent within a 3-mile radius of the Premises. Any change by the Tenant to the rental rates for any of the subtenants in accordance with this section 6.05(A) shall be permitted by the Tenant, provided that the Tenant shall, within thirty (30) calendar days of such change, notify the Landlord of such change in rent.

B. Tenant shall require, in its written sublease to NANA, that NANA: (1) pay \$1.00 a month for rent; (2) use diligent, good faith efforts to apply for grants that would cover the cost of rent in the Premises at a rate comparable with that being paid by other sub-tenants; (3) advise

Tenant and Landlord, within ten (10) business days' receipt thereof, of all grants that it obtains during the Term; and (4) shall execute a sublease amendment to increase its rent to that amount that corresponds to the amount it received via any grant agreements. Any such rent increase shall also be subject to the prior, written approval of the Landlord through its County Mayor or Mayor's designee.

C. All of the aforementioned rental rates shall include the cost for all known and unknown (foreseen and unforeseen) expenses, which is oftentimes described as a common area maintenance expenses, with the exception of separately metered utilities. As a result, no other cost or charge beyond the aforementioned rental rates will be assessed to the subtenants by the Tenant. For subleased spaces that have separately metered utilities, the subtenants occupying such spaces shall be responsible for all utility connections, charges and costs directly with the utility provider. Further, the parties acknowledge and expressly agree that at no time during the term of this Lease, including any renewal period(s), will the rental rate for the Neighbors And Neighbors Association, Inc. change.

6.06 Landlord Responsibilities and Obligations. Landlord shall be responsible, at its sole cost and expense, to provide the following services to the building and Premises: A.) lift station maintenance; B.) annual fire alarm testing; C.) exterior sprinkler maintenance; D.) elevator maintenance; E.) trash & refuse pick-up and disposal (exterior of the Premises); and F.) Emergency Repairs to the building and/or the Premises. **"Emergency Repairs"** shall mean unforeseen or unexpected repairs that are needed to the Building and/or the Premises arising from force majeure events, casualty, or other cause beyond the control of Tenant, except for HVAC repairs and repairs to the plumbing which shall be the responsibility of the Tenant. Emergency Repairs shall not include any damage occurring or repairs needed to the Building or Premises as a result of Tenant's or any subtenant's negligent or intentional acts, which shall be the sole responsibility of Tenant, including, pursuing payment and damages from any subtenants for same. The County's obligations to undertake Emergency Repairs are subject to the availability of County funds for such purpose and to budget and appropriation of same, and shall be undertaken by the County, whenever possible, using its existing contracts through the Landlord's Division of Small Business Management, Internal Services Department, to perform such work. All of Landlord's responsibilities set forth in this section 6.06 shall be performed in a manner, standard and timing that is consistent with Landlord's operations, maintenance and repairs at other Landlord-owned and operated facilities. Tenant shall not oversee, manage or supervise the Landlord's vendors or contractors, but may observe all such work and inform the Landlord if Tenant believes there are deficiencies in such work. The Tenant will notify the Landlord of any Emergency Repairs that are needed to the Premises. Tenant shall maintain a written record of when it contacts the Landlord for Emergency Repairs and when such repairs to the Premises are completed.

6.07 Tenant Financial Responsibilities and Obligations.

A. The Landlord and Tenant acknowledge and agree that the costs and expenses associated with operating and managing the Premises is extensive and go beyond the services that will be provided by the Landlord, as listed above. The Tenant shall be responsible at its sole cost and expense (except as provided in section 6.08 below) to provide and undertake the following for the maintenance, repair, improvement, operation and upkeep of the Premises including the building in amounts, frequency, and substance that is reasonably necessary for the size, location and use of

the Premises (referred to as “**Reimbursable Expenses**”): landscaping, janitorial services, pest control & prevention (for the exterior and common areas of the building), sidewalk maintenance and pressure cleaning, HVAC maintenance, parking lot maintenance, electricity, water, security guards, security cameras (installation and monitoring), internet, telecommunications, outsourced IT/network, computer supplies and equipment, general liability insurance and auto insurance as required by this Lease, exterior maintenance to the building, marketing to the public for unoccupied space in the Premises, unforeseen or unexpected or emergency repairs that are needed to the HVAC system of the building and the plumbing system of the building, and one on-site property manager that is a third-party contractor of Tenant. The Landlord and Tenant agree that Tenant shall have the right, but not the obligation, to undertake additional services for the Premises outside of the Reimbursable Expenses; provided, however, that in no event will any expenses or costs incurred by Tenant be deemed a Reimbursable Expense other than those defined herein. All of the costs and expenses for the foregoing Reimbursable Expenses will be incorporated into the annual operating budget of the Premises.

B. Pro-Forma and Annual Budget. Each year, 60 days prior to the anniversary of the Effective Date, Tenant shall prepare a detailed annual operating budget for the following lease year of operations of the Premises which shall be subject to the review by the County Mayor, or the Mayor’s designee. The entire annual operating budget for the Premises shall include all classes of revenues and expenditures including funds requested from the Landlord to help address Reimbursable Expenses and a recommended capital repair budget and list of necessary capital repairs. Landlord’s funding support is subject to section 6.08 below. Each year, Tenant shall submit to the Landlord annual reports and annual independent audits conducted by a Certified Public Accountant within 60 days following each anniversary of the Effective Date for the lease year ending in the immediately prior Effective Date anniversary. Annual reports shall consist of (a) a summary of the subleasing, operations, and management activities of Tenant; (b) a balance sheet; (c) a statement of revenues and expenditures; and (d) a statement of changes in fund balance since the prior submittal.

C. Record Keeping. The Tenant shall keep its financial books and records in accordance with generally accepted accounting principles. All books and records of the Tenant, financial or otherwise, shall be kept in Miami-Dade County, Florida under the custody and control of the Tenant. The Landlord shall have the right to audit and inspect all books, records and accounts of the Tenant, relating to the use, operation and/or management of the Premises, at all times during the term of this Lease, and for a period of three (3) years after the Expiration Date of this Lease. All bank accounts and deposits of the Tenant, pertaining to the Premises, shall be in institutions located within Miami-Dade County, Florida. Failure by the Tenant to comply with any of the provisions of this Section shall be considered a breach of this Lease.

D. Debt. The Tenant hereby acknowledges and agrees that the Premises and its contents owned by the Landlord may not be used by the Tenant to secure any debt, and the Tenant is expressly prohibited from mortgaging, pledging, using as collateral or security, or otherwise encumbering in any manner the Premises, including the contents therein owned by the Landlord.

6.08 Reimbursable Expenses. The Landlord and Tenant acknowledge and agree that the Landlord shall pay Tenant annually an amount not to exceed (“**Reimbursement Limit**”): (1) for the first two years of the Term, Four Hundred Fifty-One Thousand Eight Hundred and Sixty-Eight

Dollars (\$451,868.00); and (2) for the third (3rd) year of the Term and every year thereafter, Four Hundred Fifty-One Thousand Eight Hundred and Sixty-Eight Dollars (\$451,868.00) growing at a rate of three percent (3%) per lease year, to reimburse Tenant for a portion of the Reimbursable Expenses.

A. For the first year of the Term, the Landlord shall make the payments for the Reimbursable Expenses in two payments, with the first (1st) payment being made on the date that is three (3) months from the Effective Date and the second (2nd) payment to be made on the date that is six (6) months from the Effective Date, each in the amount Two Hundred Sixty-One Thousand Dollars (\$261,000.00). The first payment is to cover the Reimbursable Expenses in the first six (6) months of the first year of the Term and the second payment is to cover the Reimbursable Expenses in the last six (6) months of the first year of the Term. Within thirty (30) days of the second payment, Tenant shall provide the County with the Reimbursement Request associated with the Reimbursement Expenses for the first six (6) months of the first year of the Term. Within thirty (30) of the first anniversary of the Term, Tenant shall provide the County with the Reimbursement Request associated with the Reimbursement Expenses for the last six (6) months of the first year of the Term. The **“Reimbursement Request”** shall set forth: (1) the total amount of subtenants rents and charges or other facility usage fees or revenues derived from the use of the Premises collected in the preceding 6-month period; (2) the total amount of Reimbursable Expenses incurred by Tenant during the preceding 6-month period detailed by categories, associated vendors/contractors, and the amount spent on each; and (3) evidence that Tenant did, in fact, paid any and all contracts and invoices for the Reimbursable Expenses, which evidence shall include, at a minimum, copies of contracts, work-orders and invoices along with copies of cancelled checks (front and back) or copies of bank statements, or other evidence that the Landlord deems acceptable. If Landlord determines that any of the expenses set forth in the Reimbursement Request were not properly paid for as a Reimbursement Request, then such amounts shall be disallowed and shall be reduced from the amount to be paid to Tenant as part of the following Reimbursement Request.

B. For the second year of the Term through the balance of the Term, the Reimbursable Expenses shall be paid by the Landlord on a reimbursement basis up to the Reimbursement Limit. Beginning on the second year of the Term, Tenant shall, semi-annually and within thirty (30) days of the date that is six months from each anniversary of the Term and within thirty (30) days of each anniversary of the Term, submit its Reimbursement Request to the County. The County’s payment to Tenant shall be due within thirty (30) days of its receipt of the Reimbursement Request and each such payment shall not exceed one-half of the then-applicable Reimbursement Limit. If the County objects to any of the Reimbursement Expenses set forth in the Reimbursement Request, the County shall make payment to the Tenant for the amounts not in dispute up to one-half of the then-applicable Reimbursement Limit. The Tenant and Landlord shall work cooperatively to resolve any disputes as to the amounts due and the allowable Reimbursable Expenses.

C. In no event shall the Landlord pay Tenant for, nor shall Tenant seek reimbursement from the Landlord for: (a) time, staff costs, costs or expenses undertaken directly by Tenant or its employees (i.e. self-performed work); or (b) any expenses other than Reimbursable Expenses. The Tenant shall not be permitted to retain for itself any revenues received from the County or from the occupancy or use of the Premises, including, but not limited to the rental of spaces, or revenues generated from other sources pertaining to the Premises and shall use all such revenues

for the operation, management and improvement of the Premises. If the Tenant believes at any time during the Term that costs and expenses associated with operating the building and otherwise maintaining the Premises have materially increased, Tenant may request an increase to the Reimbursement Limit and the Landlord and Tenant shall meet in an effort to determine by what amount, if any, to increase same. Any increase to the Reimbursement Limit shall be reduced to writing and memorialized as an amendment to this Lease which shall require the prior approval of the Board of County Commissioners and subsequent execution by both parties. Approval by the Board shall be granted, denied, conditioned, delayed or withheld in its sole and absolute discretion. Landlord also reserves the right to further, as the Landlord deems necessary through and with the approval of its Board of County Commissioners, financially assist the Tenant in the event of special events at the Premises, as well as for unforeseen expenses and capital repairs.

6.09 The Landlord and Tenant understand and agree that the Landlord may purchase certain equipment and furniture which may include, but not be limited to, the following: 1.) large format business printer; 2.) computers; 3.) monitors; 4.) projector; and 5.) furniture, consisting of a folding step-up stage and dividers. Any such equipment and furniture purchased by Landlord and placed in the building and Premises shall remain the personal property of the Landlord, available for use by the Tenant, and Tenant shall use due care, and require all third parties and subtenants to use due care, in using such equipment and furniture.

6.10 The Tenant hereby acknowledges and agrees that the ongoing operation of the Premises is unique and must be performed in a manner that fulfills a paramount public purpose by: (a) ensuring that the Second Floor of the building is subleased to and used by non-profit community organizations and governmental entities for the purposes of providing community services to the public; (b) that the First Floor of the Premises is used to provide below-market subleases to Small Businesses in the community; and (c) that the Premises is maintained in a clean, neat, and orderly condition, free from rubbish, graffiti, pests and/or disrepair.

6.10 The parties further agree that should the Neighbors And Neighbors Association, Inc. cease to exist, elect to relocate away from the Premises, or are evicted due to an event of default, the leasable space that the subtenant occupied shall be available for sublease in accordance with the Permitted Uses, but the Tenant shall primarily search to sublease the space to a person or entity offering Business Incubator Services for Small Businesses.

6.11 Procurement Policy. Within ninety days (90) of the execution of this Lease, Tenant shall adopt a procurement policy (the “**Procurement Policy**”) for the purchase of goods or services, including without limitation, professional services and capital improvements for the Premises and building. The Procurement Policy shall promote the transparency, efficiency and fairness of the Tenant’s contracting, and shall promote the best value for the Premises, all consistent with the best interest of the Premises. Tenant shall submit the Procurement Policy to the Landlord for review and approval by the County Mayor or Mayor’s designee. Once approved, Tenant shall, at all times, comply with the Procurement Policy and shall submit any proposed amendments thereto to the Landlord for its review and approval, through the County Mayor or Mayor’s designee. Failure of Tenant to comply with the requirements of this section and the Procurement Policy, and any purchase made or contract executed in violation of the Procurement Policy or this Lease shall be considered a material breach of this Lease. The Procurement Policy shall at all times comply with all provisions of applicable law, including, those governing the use,

construction, maintenance and improvement of public facilities, and at a minimum, and without limitation, shall provide:

- (a) the purchase of architecture, engineering or landscape architecture services, or any other services covered under the Consultants Competitive Negotiation Act, Section 287.055 of the Florida Statutes, shall be done in compliance with all of the provisions of that law when funded in whole or in part with County or other agency funds as defined in the law;
- (b) the Tenant's purchase of goods and services must be competitively procured in accordance with and must comply with the competitive bidding requirements of section 2-8.1 of the Code of Miami-Dade County, Florida and Implementing Order 3-38
- (c) bidding for construction on the Premises shall be governed by the provisions of Section 255.20 of the Florida Statutes such that a contractor must be competitively selected in accordance with the provisions of Section 255.20 of the Florida Statutes when the estimated value of the work exceeds the thresholds set forth in such law, and a payment and performance bond or alternative form of security shall be obtained by Tenant or any and all construction on the Premises when the cost of such improvements exceeds \$200,000.00 as required under Section 255.05 of the Florida Statutes and shall name the Landlord and Tenant as beneficiaries thereof, as joint obligees;
- (d) contracts for the purchase of goods or services, or for design and construction of the Premises shall comply with the requirements of the County Code governing small business enterprises, including but not limited to the requirement that all design, construction and/or construction management packages be submitted to the County's Small Business Development ("SBD") office for review for the application of the County's CSBE, SBE, and CBE measures in accordance with Sections 2-10.4.01, 10-33.02, 2-8.1.1.1.1 and 2-8.1.1.1.2 of the County Code and the Tenant shall require that all of its consultants, contractors, subconsultants and subcontractors comply with all measures set by SBD;
- (e) all construction contracts shall comply with the requirements of, and procedures contained within, Section 2-11.16 of the County Code relating to Responsible Wages and Benefits, including the Wage and Benefit Schedule;
- (f) contracts for the construction of the Premises shall comply with applicable County requirements relating to contractor's workforce, including the hiring of personnel from Designated Target Areas pursuant to Section 2-1701 of the Code of Miami-Dade County, and the education and hiring requirements of Section 2-11.17 of the Code which seeks to promote the employment opportunities of local residents;
- (g) all construction contracts shall comply with the County's Sustainable Buildings Programs, as set forth in Section 9-71, et. al. of the County Code and Implementing Order ("IO") 8-8;
- (h) all contracts for the design and construction of the Premises shall comply with the County's Art in Public Places Program, as set forth in Section 2.11.15 of the County Code, IO 3-11, and the Miami-Dade County Guide to AIPP; and

(i) all contracts for “covered services” (as such term is defined in section 2-8.9 of the County Code and otherwise known as the Living Wage Ordinance) that are funded in whole or in part with County funds shall require the service contractors to pay their employees the Living Wage, all in accordance with the County’s Living Wage ordinance.

ARTICLE 7

CONDITION OF PREMISES

7.01 Tenant acknowledges and hereby agrees to accept the Premises in its “as-is” and “where-is” condition, with any and all faults, and further understands and agrees that the Landlord does not offer any implied or expressed warranty as to the condition of the Premises and/or whether it is fit for any particular purpose.

7.02 The Landlord and Tenant agree that the Tenant shall be responsible for obtaining, securing and/or maintaining any and all government approvals, permits and licenses, including, but not limited to, building permit(s), occupancy license(s) and/or use and occupancy permit(s) for the use and/or occupancy of the Premises. And further, the Tenant agrees to be responsible for the cost and expenses to obtain any type of approval(s), permit(s) and/or license(s).

7.03 The Tenant agrees that it is responsible for securing any necessary land use approvals, zoning regulations, business licenses, waivers and/or authorizations that may be necessary in order for the Tenant to maintain and operate the Premises for the Permitted Use.

7.04 The Tenant is aware, or shall become aware, of any and all easements or other encumbrances on or about the Premises and shall determine if any such easements or other encumbrances will or will not interfere with the Tenant’s ability to operate the Premises. Tenant agrees that if any easements and/or other encumbrances exists on the Premises that it shall be the Tenant’s responsibility to cause the removal of such easements and other encumbrances, with the prior written approval of the Landlord through the Miami-Dade County Board of County Commissioners in its sole and absolute discretion.

7.05 The parties agree that Tenant shall not occupy or otherwise utilize any portion of the Premises prior to obtaining all necessary approvals, permits and/or licenses. If for any reason Tenant loses any necessary approval, permit or license for any reason whatsoever, Tenant shall refrain from such use, including any renovation, occupancy and/or operation until the Tenant has re-secured, and has in hand, the appropriate approval(s), permit(s) and/or license(s) which authorize and warrant the use, occupancy and/or operation of the Premises as contemplated under this Lease. Further, Tenant is fully responsible for complying with, at its sole cost and expense, any and all building and fire codes.

7.06 The Tenant hereby accepts full responsibility to undertake any and all maintenance, operation and clean-up of any and all areas of the Premises, including, but not limited to the parking lot area(s). Likewise, the Tenant shall be responsible for any and all utilities running to and/or from the Premises, including subterranean or otherwise and for maintaining and improving any other Improvements on or about the Premises. Further, throughout the term of this Lease, the Tenant shall also be responsible for ensuring that any and all repair and maintenance to the Premises is timely and accurately performed, including, but not limited to, complying with the

Americans with Disabilities Act (and/or any related law, rule, or regulation), any 40-year recertification requirements, building code compliance matters, addressing any groundwater or soil conditions, structural and/or foundation problems, and air and/or noise quality.

7.07 The Tenant hereby acknowledges and agrees that the Landlord has purchased and placed in the Premises certain furniture and equipment that is the sole property of the Landlord. The Tenant acknowledges the existence of such furniture and equipment and hereby agrees to be responsible for the same, including but not limited to maintaining, repairing and/or replacing such furniture and equipment. All equipment, furniture and other items of personal property at the Premises (1) paid for by the Landlord (2) necessary for the proper functioning of the Premises and/or (3) listed by the Landlord in its inventory list, shall be owned by the Landlord and returned to the Landlord, unless disposed of by the Landlord. An inventory list detailing the furniture and equipment is attached to this Lease, marked as "Exhibit B", and is incorporated herein by this reference (the parties agree that should Exhibit B not be finalized by the Effective Date of this Lease, it shall be later signed by both parties and then attached to this Lease, and shall then be incorporated into this Lease just as if it was attached before the Effective Date).

7.08 Hazardous materials shall not be used, generated, handled, disposed of, discharged or stored on the Premises. The requirements of this Section may be enforced by preliminary and permanent prohibitory and mandatory injunctions as well as otherwise provided by law. Tenant hereby indemnifies and holds harmless the Landlord against all claims, causes of action, liability or loss, including attorneys' fees and costs on the trial and appellate level, arising out of a violation by Tenant of this provision. The Tenant's obligations and liabilities under this Section shall survive the expiration or early termination of this Lease. Tenant further agrees that the Director of the Department of Regulatory and Economic Resources, Division of Environmental Resources Management of Miami-Dade County may also enforce the requirements of this Section.

7.09 This Article 7 shall survive the early termination or expiration of this Lease.

ARTICLE 8

TAXES AND UTILITIES

8.01 The payment of any taxes, fees, impositions, or charges shall be the responsibility of the Tenant during the term of this Lease. Tenant hereby covenants and agrees to pay, without notice or demand and without set-off, abatement, suspension or deduction, any and all taxes, payments in lieu of taxes, betterment assessments, water, electric, sewer, telephone and other utility charges for the Premises and/or any structures and/or Improvements thereon. Tenant further covenants and agrees to pay without notice or demand and without set-off, abatement, suspension or deduction, all other costs, general and special, ordinary and extraordinary, foreseen and unforeseen, which are due and payable during the term of this Lease, at any time imposed or levied against the Premises and/or any structures and/or Improvements thereon. All such payments shall be made no less than five (5) calendar days prior to the last date on which the same may become delinquent and be paid without penalty.

8.02 Tenant will furnish to Landlord, once per year, concurrently with evidence of its not-for-profit status, proof of payment of all items referred to in paragraph 8.01, which are payable by Tenant, including, but not limited to the payment of any taxes or payments in lieu thereof. At all

times, Tenant must maintain its not-for-profit status, and any failure to do so shall be an event of default.

8.03 If Tenant shall elect to contest the payment of any taxes, Tenant may make such payment under protest, or if postponement of such payment will not jeopardize the Landlord's title or interest in or to the Premises, or subject Landlord to the risk of any civil liability or penalty as determined in the sole and absolute discretion of the Landlord, Tenant may postpone the same to contest the amount of such taxes, but only if such postponement is done in accordance with the then-applicable laws, rules and regulations. If the Landlord then so requires, Tenant shall secure the full amount of the taxes levied and the interest and penalties thereon and the costs of the proceedings or suit on the determination of whether the amount of the taxes is appropriate, by causing to be delivered to the Landlord in the form of a bond or other security, in the form satisfactory to Landlord, which amount Landlord shall hold in its general account during the pendency of the proceedings. The Landlord shall return the amount held, without interest, within thirty (30) days of the conclusion of the proceedings, so long as the Landlord did not use such sum, or any portion thereof, to pay the taxes, interest or penalty. The Tenant agrees to indemnify, defend and save the Landlord harmless from and against any and all costs and expenses incurred on account of the Tenant's protest and participation in such proceedings and/or as a result of the Tenant's failure to timely pay taxes and other related charges with respect to the Premises and/or any structures and/or Improvements thereon. Tenant shall promptly furnish the Landlord with a copy of any notice of all events and actions as they relate to the proceedings and/or suits.

8.04 The Tenant hereby acknowledges and agrees to be solely responsible to pay any and all personal property taxes that are assessed, imposed, or otherwise levied by any governmental entity against any and/or all personal property in, on or about the Premises that belongs to the Tenant, and to promptly pay such taxes before the imposition of any lien or encumbrance against the Premises.

8.05 The Tenant is responsible for securing any and all utilities for the Premises, and shall place such accounts in its name, except for sub-metered utilities, which shall be in the names of the various subtenants. The Tenant shall manage the maintenance, repair and replacement of any and all utilities running to and/or from the Premises, including subterranean or otherwise. The Tenant shall be responsible for timely and directly paying for any and all invoices related to all utilities, including any initial account deposits, and ensuring that no liens and/or other encumbrances are placed on the Premises as the result of any delinquent utility accounts.

8.06 This Article 8 survives the expiration or early termination of this Lease.

ARTICLE 9

SUSTAINABLE PRACTICES AND RENOVATION OF IMPROVEMENTS

9.01 Tenant acknowledges and agrees that, it is required to comply with the Landlord's rules, regulations, and ordinances pertaining to practicing sustainable (or "green") efforts on the Premises that conserves the community's natural resources, saves taxpayer dollars, reduces operating expenses, and creates a healthier built environment for employees, guests, and/or visitors on and about the Premises. As a direct result of the Tenant's commitment to maintain and improve the Premises, the Tenant further agrees to the following:

A.) The Tenant is required to maintain and/or improve the Premises to ensure that the Premises does not lose any type of designation rating that it received from the U.S. Green Building Council's Leadership in Energy and Environmental Design (LEED) or similar rating system or company, and ensure that the ongoing maintenance of the building on the Premises is also in compliance with any and all of the "green building standards" as required by the Landlord, in addition to any and all Florida building code restrictions and/or requirements. The Tenant acknowledges and agrees that the LEED Silver certification or designation, if such certification or designation was obtained, means that the building on the Premises was constructed to meet certain specifications as outlined by the U.S. Green Building Council, which included various "green" or environmentally responsible features including, but not limited to, the preparation of the Premises, as well as the design and construction of the building, as well as other Improvements; and that all were reviewed, examined, approved, and certified by a neutral and independent third-party who is certified or approved by the U.S. Green Building Council, and who also regularly certifies such structures as meeting certain LEED standards and/or requirements. The Tenant also acknowledges and agrees that when undertaking any renovation work and/or other Improvements it must incorporate high performance building concepts and technologies in order to enhance the overall design and renovation of the building on the Premises, while simultaneously making any and all other Improvements environmentally responsible.

B.) The Tenant hereby acknowledges and agrees that any LEED certification or designation is a description or label designed to establish the level of energy efficiency and sustainability for a building or structure along with any and all other Improvements constructed on the Premises, and such energy efficiency should substantially improve the "normal" or "regular" energy efficiency and indoor air quality for the building and/or structure.

C.) Beyond the environmentally responsible steps already taken by the Landlord in the construction of the building, the Tenant specifically agrees to consider additional areas or means to improve and/or protect the environment with regard to maintaining the Premises and inform the Landlord of any and all such additional methods or ways that the Tenant will utilize "green building standards" in the maintenance and operation of the building, in an effort to achieve the important goals of creating a healthy place to live and work as well as an environmentally responsible development in the community.

9.02 The Tenant understands and agrees that it is responsible to procure any and all maintenance, renovation, installation, and related services in strict compliance with any and all local laws, rules and/or requirements and this Lease.

9.03 Tenant shall cause the maintenance and/or renovation of the building, along with any and all other Improvements made on or to the Premises, to be performed competently and in a good and workmanlike manner by duly qualified and licensed persons and/or entities, using first grade materials, and with as little interference as practicable to the affairs of nearby residences and/or businesses.

9.04 The Tenant shall promptly pay all persons or entities furnishing labor and material with respect to any renovation work and/or Improvements performed by Tenant or its contractor on or about the Premises, and shall obtain and deliver to the Landlord "releases" or waivers of

liens from all parties doing work on or about the Premises, along with an affidavit from Tenant stating that all bills have been paid with regard to such work and that there are no outstanding obligations owed with respect to any such work performed on the Premises.

9.05 If Tenant's maintenance or renovation activities, or other actions relative to the Premises, result in the introduction of hazardous materials or the contamination of the soil and/or groundwater, then the Tenant agrees to: (1) immediately notify the Landlord of any contamination, claim of contamination or damage; (2) after consultation and with the approval of the Landlord, to clean up the contamination in full compliance with all applicable statutes, regulations and standards, at the Tenant's sole cost and expense; and (3) to indemnify, defend and hold the Landlord harmless from and against any claim, suits, causes of action, liability, obligations, costs and/or fees, including any and all attorneys' fees arising from or connected with such contamination, claim of contamination or damage.

9.06 Any and all Improvements, including, but not limited to anything erected or installed on or about the Premises at any time, whether by or on behalf of the Tenant or by or on behalf of Landlord, shall not be removed from the Premises at any time, unless removal is consented to in advance, in writing, by Landlord; and at the expiration of this Lease (either on the Expiration Date or upon such earlier termination as provided for in this Lease), all such Improvements shall be deemed to be part of the Premises, and shall not be removed by Tenant when it vacates the Premises, and title thereto shall vest solely in the Landlord without payment of any kind or nature to Tenant.

9.07 The Tenant's introduction of any supplies and/or equipment to the Premises, which personal property can be removed without damage to the Premises, shall remain the Tenant's property and may be removed from the Premises upon the expiration of this Lease.

9.08 Tenant agrees that in an effort to protect the Landlord in the event Tenant defaults hereunder, Tenant hereby grants to Landlord a security interest in all of the Tenant's personal property, including, but not limited to, all goods, equipment, and supplies belonging to the Tenant which are placed on or about the Premises during the term. Said security interest shall secure all amounts to be paid by Tenant to Landlord hereunder, including, but not limited to, the cost for maintenance and repairs to the Premises, and attorneys' fees, expert witness fees and court costs.

9.09 Prior to commencing any maintenance, renovation, and/or repairs to the building on the Premises, and/or any other Improvements on or about the Premises, Tenant shall obtain and deliver to the Landlord both a payment bond and performance bond, or such other alternate form of security, any or all of which meets the requirements of Section 255.05, *Florida Statutes*, as set forth below, not less than ten (10) days prior to the anticipated commencement date of purchasing any equipment, materials, tools, supplies, as well as the anticipated date of the renovation or substantial maintenance to the building, and/or any other Improvements on or about the Premises. Said payment and performance bonds shall be in favor of the Landlord, the form of such bonds shall be as provided by Section 255.05, *Florida Statutes*, and each shall be in the amount of the entire cost of the Improvements, or in instances of maintenance or renovation, the total cost associated with the maintenance or renovation project regardless of the source of funding. The payment and performance bonds shall name Landlord as an obligee on the multiple obligee rider attached to the payment and performance bond and shall be issued by a surety insurer authorized

to do business in the State of Florida. The bonds shall be subject to review and approval by Miami-Dade County, Internal Services Department, Risk Management Division. The Tenant shall be responsible for recording the bonds in the public records of Miami-Dade County and providing notice to subcontractors and suppliers, as required by Section 255.05 of the *Florida Statutes*. Said payment and performance bonds shall be maintained in full force and effect for the duration of any work associated with the Improvements and/or repair project. However, the foregoing requirement of securing a payment and performance bonds shall not be required when such contract for any renovation or maintenance work is estimated, in accordance with generally accepted cost-accounting principles, to have a cost of less than \$25,000.

9.10 Tenant shall not be permitted to place signs or advertising matter on or about the Premises without the Landlord's prior written approval, which approval may be granted by the County Mayor, or the Mayor's designee, in his or her sole and absolute discretion. If permitted, Tenant will, at its sole cost and expense, maintain such sign and/or advertising matter, as may be permitted hereunder by the Landlord, in good condition and repair at all times. All signs shall be removed by Tenant upon the expiration or early termination of this Lease, and any damage or unsightly condition caused to the Premises because of, or due to, said signs or advertising matter shall be corrected or repaired by Tenant, at Tenant's expense, to the satisfaction of the Landlord in Landlord's sole discretion.

9.11 The Landlord and Tenant hereby agree that the Landlord shall be permitted to make Improvements to the Premises, at its sole cost and expense and sole and absolute discretion, provided the Landlord first discusses the planned Improvements with the Tenant, and then provides the Tenant with at least sixty (60) days' advanced written notice before the start of construction on any Improvements. Consistent with the foregoing language, the Landlord may make or permit Improvements or renovation work to the building or any structure(s) on the Premises and/or the surrounding grounds, including, but not limited to the parking lot, walkways, sidewalks, pathways, driveways, green space, landscaping, and/or to any sign affixed to the Premises.

9.12 The provisions of this Article 9 shall survive the expiration or early termination of this Lease.

ARTICLE 10

GENERAL MAINTENANCE AND REPAIR

10.01 Tenant agrees to be responsible to maintain and keep in good repair, condition, and appearance, during the term of this Lease, or any extension or renewal thereof, the Premises, including any Improvements, such as, but not limited to, any and all infrastructure (utility lines, pipes, wiring) leading to or from the Premises, the HVAC system, as well as any and all vegetation, including, but not limited to, all grass, hedges, trees, and plants which are, now or in the future, on or about the Premises.

10.02 The Tenant shall maintain and keep the Premises clean, safe and free of debris, including, but not limited to, any and all existing or future parking lot areas, pathways, sidewalks, driveways, and/or walkways adjacent to or leading to or from the building on the Premises and/or any of the other Improvements on or about the Premises, which currently exist or may be later

installed and/or constructed on or about the Premises.

10.03 With regard to the general maintenance and occupancy of the Premises, Tenant will perform the following: (a) maintain the interior and exterior of the Premises in a clean, orderly and safe condition and free of rodents, vermin and other pests; (b) keep any garbage, trash, rubbish and/or other refuse in safe containers that do not encourage the existence of vermin; (c) pressure wash any and all sidewalks; (d) trim and clean any and all landscaping; (e) ensure that any and all health and safety measures and/or standards are met and/or otherwise fully complied with; (f) keep all activities and/or mechanical equipment apparatus free of vibration and noise which may be transmitted beyond the Premises and/or which could disturb adjacent landowners or occupiers; (g) prevent any objectionable odors to emanate or to be dispelled from the Premises; (h) comply with and observe all rules and regulations established by the Landlord from time to time which relates to the Tenant's occupancy on the Premises; and (i) conduct its operation in all respects in a dignified manner in accordance with the high standards of other similar not-for-profit organizations. Further, should the Tenant fail to properly maintain the Premises, the Landlord may elect to clean, pressure wash sidewalks, remove graffiti, or otherwise maintain the Premises. Should the Landlord elect to clean, remove any trash or rubbish or otherwise maintain the Premises, the Landlord shall invoice the Tenant the amount of the cost associated with such maintenance (including labor and materials), which cost shall be paid immediately by the Tenant, and if the Landlord elects to do so, deem such cost as rent under this Lease.

10.04 The Tenant agrees to keep the interior portions of the building on the Premises, as well as any and all other Improvements on the Premises, in good condition and repair, including but not limited to, the elevator, stairwells, interior walls, the HVAC system, pipes, machinery, plumbing, electrical wiring, glass, lighting fixtures (including light bulbs and/or any ballast), flooring and doors. The Tenant shall be responsible for any and all janitorial and custodial matters, including, but not limited to the common restroom areas. Further, the Tenant hereby agrees to regularly paint the interior of the building, as well as all other Improvements on the Premises, clean windows, and replace any and all worn or damaged carpeting and other flooring, as well as immediately notify the Landlord to replace any and all glass when broken or cracked as an Emergency Repair.

10.05 The Landlord hereby agrees to keep the exterior structural parts of the building, as well as any and all other Improvements on the Premises in good condition and repair, including, but not limited to, the roof, exterior walls, windows, doors, façade, foundation, parking lot area(s), and any and all utility connections attached to such structural parts and/or parking lot area(s). The Tenant shall regularly paint and otherwise maintain and keep clean the exterior of the two-story building, as well as all other Improvements on or about the Premises. The Tenant shall re-stripe parking stalls, install new back stops, mill and re-asphalt the parking lot surface area, and replace and repair any and all lighting fixtures in the parking lot area, as well as otherwise maintain and keep clean the parking lot area(s). The Tenant shall immediately repair or replace any part of the exterior or interior of the Premises that is worn or damaged due to normal wear and tear, or the result of any event, including the acts or actions of any third-person(s). The Tenant may request that the Landlord undertake as an Emergency Repair any damages to the Premises as a result of third-person criminal acts, such as, but not limited to, anyone burglarizing, or attempting to burglarize, or commit any other type of criminal act or activity on or about the Premises. The Tenant shall immediately (within three (3) calendar days) notify the Landlord of any damage to,

or deficiency of, or defect in any exterior part of the building on the Premises and/or to any other Improvements on the Premises.

10.06 The Tenant shall immediately institute plans for hurricane preparedness to help protect the safety and well-being of the Tenant, its employees, vendors and contractors, as well as the subtenants and their customers and guests. The Tenant shall protect and make safe the Premises in the event of any impending storm, hurricane and/or other catastrophe. And after any such storm, hurricane and/or other catastrophe the Tenant shall immediately perform any clean-up and/or repairs necessary to render the Premises safe and to minimize any further damage or injury to the Premises, as well as restore the Premises, as soon as commercially possible, to its operating condition.

10.07 Any damage or injury sustained by any person due to the actions, or inactions, of the Tenant or any of its agents or contractors, or due to the poor maintenance or due to the operations of any mechanical equipment, and/or because of the existence of any mechanical, electrical, plumbing or other equipment or the installation of such which the Tenant installed, shall be the sole responsibility of Tenant, and Tenant shall indemnify, defend and hold the Landlord harmless from and against all claims, actions, causes of action, damages and liability in connection therewith, including, but not limited to reasonable attorneys' fees, other professional fees, and any other cost which the Landlord may reasonably incur. This Section shall survive the expiration or early termination of this Lease.

ARTICLE 11

DESTRUCTION OF IMPROVEMENTS

11.01 Tenant shall be responsible for and shall repair any and all damage caused to the two-story building on the Premises and/or any of the other Improvements on or about the Premises as a result of Tenant's use of the Premises. The Landlord shall be responsible, as an Emergency Repair, for any damage that is the result of any vandalism, malicious mischief or criminal acts thereto. The Tenant shall immediately notify the Landlord, in writing, upon discovering any damage to the Premises and/or any building, structure, or to any of the Improvements on or about the Premises. Tenant is responsible for maintaining, replacing and/or repairing any damaged real property, personal property, and/or the Improvements.

11.02 In the event that a building or structure on the Premises should be destroyed or so damaged by fire, windstorm, or other casualty, not caused in whole or in part by the Tenant, to the extent that the Premises is rendered unfit for the intended purpose as a Business Incubator (as determined in consultation with the subtenants), the Tenant may cancel this Lease but only after entering into an agreement with the Landlord regarding the cost to immediately repair any damage and/or remove any trash and/or debris, and identifying an appropriate facility for the removal of any and all trash and debris. Tenant hereby agrees that prior to cancelling this Lease due to the destruction of the Improvements, the Tenant shall be responsible for collaboratively working with the Landlord to identify appropriate facilities for all subtenants on the Premises. If the building, is partially damaged, but the building is not rendered unusable for the purposes of this Lease, the same shall be immediately repaired by Tenant from proceeds of the insurance coverage, and/or by the Landlord. If the damage to the building is so extensive as to render it unusable for the purposes intended, but capable of being repaired within one hundred eighty (180) calendar days, the damage

shall be repaired with due diligence by Tenant from the proceeds of the insurance coverage policy, and/or by the Landlord. In the event that the two-story building, and/or any other Improvements on the Premises is damaged or destroyed due to Tenant's negligence, or the negligence of Tenant's employee(s), vendor(s), agent(s), and/or contractor(s), the Tenant shall be solely liable and responsible to repair and/or compensate the Landlord as well as any other owner which suffered a loss for such damage, as well as for any and all cost or expense associated with identifying appropriate facilities for the subtenants to relocate (or temporally relocate).

11.03 This Article 11 shall survive the expiration or early termination of this Lease.

ARTICLE 12

ASSIGNMENT AND SUBLEASE

Without the prior, written consent of Landlord first obtained in each case, through its Board of County Commissioners, Tenant shall not assign, transfer, mortgage, pledge, or dispose of this Lease or the term hereof, which consent may be withheld in Landlord's absolute discretion. This prohibition includes but is not limited to: (a) any assignment which would occur by operation of law, merger, consolidation, reorganization, transfer or other change of Tenant's corporate or proprietary structure; and (b) an assignment of subletting to or by a receiver or trustee in any federal or state action, bankruptcy, insolvency, or other proceedings. In no event shall Tenant be permitted to assign the Premises to any entity, for any purpose whatsoever, that fails to meet the requirements of Section 125.38, *Florida Statutes*.

ARTICLE 13

NO LIABILITY FOR PERSONAL PROPERTY

13.01 All personal property placed on or moved into the Premises shall be at the sole risk of Tenant or the owner thereof. Landlord shall not be liable to Tenant or any owner of such personal property for any damage to said personal property unless solely caused by or due to the gross negligence of Landlord, and/or the Landlord's agents or employees, subject to all limitations of *Florida Statutes*, Section 768.28.

ARTICLE 14

LANDLORD NOT RESPONSIBLE FOR ACTS OF OTHERS

14.01 The Landlord shall not be responsible or liable to Tenant, or to those claiming by, through or under Tenant, for any loss or damage which may be occasioned by or through the acts or omissions of persons coming onto the Premises, including but not limited to invitees, trespassers, and/or licensees for any loss or damage resulting to Tenant, or those claiming by, through or under Tenant, for themselves and/or their personal property, from any actions or activity by such person(s), including, but not limited to, such actions or activity which is the direct or indirect cause of any lack of security, insufficient safety measures, failure to provide adequate or sufficient warnings, precautions, and/or inadequate protection to the Premises, the Tenant, or anyone claiming by, through or under the Tenant. To the maximum extent permitted by law, the Tenant agrees to use and occupy the Premises at Tenant's own risk. Tenant shall secure, maintain and utilize security personnel, as it reasonably deems necessary, to protect the Tenant, subtenants,

guests, licensees, and/or the Premises.

ARTICLE 15

LANDLORD'S RIGHT OF ENTRY AND/OR INSPECTION

15.01 The Landlord or any of its agents shall have the right, but not the obligation, to enter the Premises during all reasonable working hours, upon the giving of twenty-four (24) hours' prior notice to inspect or examine the same or to make such repairs, additions, or alterations as may be deemed necessary for the safety, comfort, or preservation thereof. Said right of entry shall likewise exist for the routine purpose of ensuring that the Premises is safe. The Landlord's right to enter the Premises to make repairs, additions, and/or alterations, shall exist only after the Landlord has provided the Tenant with five (5) days advance notice of any such desire to enter the Premises to make such repairs, additions, and/or alterations, except that the Landlord, without prior notice to the Tenant, shall always be permitted to enter the Premises and make it safe in the event of an emergency, or to prevent a hazardous situation, as solely determined by the Landlord.

15.02 The Landlord reserves the right to interrupt, curtail or suspend the provision of any utility service, leading to or from the Premises, to which the Tenant, and/or any subtenant, may be entitled hereunder when necessary by reason of an accident or emergency, or for repairs, alterations, or Improvements in the sole judgment of the Landlord as being desirable or necessary, or for any other cause necessary due to reasons beyond the reasonable control of the Landlord. Further, the Landlord shall in no respect be liable for any failure of the utility companies or any governmental authorities to supply utility service to the Premises or for any limitation of supply resulting from the Landlord and/or from any governmental orders or directives. Neither any type of diminution or abatement of rent, nor damages, shall be claimed by the Tenant, or any subtenant, by reason of the Landlord's interruption, curtailment or suspension of a utility service, and neither shall this Lease, nor any of its duties or obligations be affected or reduced thereby.

ARTICLE 16

SURRENDER OF PREMISES

16.01 Tenant agrees to surrender to Landlord, upon the Expiration Date, or any extension or renewal thereof, or the early termination of this Lease, the Premises in as good condition as the Premises was at the beginning of the term of this Lease, along with any approved Improvements, ordinary wear and tear excepted. In addition, upon the Expiration Date, or any extension thereof, or upon any early termination of this Lease, any Improvements constructed on the Premises shall remain on the Premises, and shall become the sole property of the Landlord, without any payment or obligation to Tenant.

ARTICLE 17

INDEMNIFICATION AND HOLD HARMLESS

17.01 Tenant shall indemnify, defend and hold harmless the Landlord and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including reasonable attorneys' fees and costs of defense, which the Landlord or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of

this Lease by the Tenant or its employees, agents, servants, partners principals or subcontractors. Tenant shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Landlord, where applicable, including appellate proceedings, and shall pay all costs, judgments, and reasonable attorneys' fees which may issue thereon. Tenant expressly understands and agrees that any insurance protection required by this Lease, or otherwise provided or secured by Tenant, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Landlord or its officers, employees, agents and instrumentalities as herein provided.

17.02 The Tenant shall include in each and every sublease agreement the requirement that the subtenants must indemnify and hold harmless the Landlord and the Landlord's officers, employees, agents and instrumentalities from any and all liability, losses or damages, including reasonable attorneys' fees and costs of defense, which the Landlord or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the sublease agreement by the subtenant or any of its employees, agents, servants, partners principals or subcontractors. The Tenant shall ensure that the subtenants are aware that the subtenants will be required to pay any and all claims and losses in connection any and all claims, suits, demands, complaints and/or causes of action and shall investigate and defend all claims, complaints, suits or actions of any kind or nature in the name of the Landlord, where applicable, including appellate proceedings, and shall pay all costs, judgments, and reasonable attorneys' fees which may issue thereon. The Tenant shall inform and expressly make clear in the sublease agreements that any insurance protection required by the sublease agreements, or otherwise provided or secured by subtenant, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Landlord or its officers, employees, agents and instrumentalities as required by this Lease and their sublease agreement.

17.03 The provisions of this Article shall survive the expiration or early termination of this Lease.

ARTICLE 18

LIABILITY FOR DAMAGE OR INJURY

18.01 Landlord shall not be liable for any damage or injury which may be sustained by any party or person on the Premises other than the damage or injury caused solely by the gross negligence of Landlord, its officers, employees, or agents, subject to the limitations of *Florida Statutes*, Section 768.28. The provisions of this Section shall survive the early termination or expiration of this Lease.

ARTICLE 19

SUCCESSORS IN INTEREST

19.01 It is hereby acknowledged and agreed between the parties that all covenants, conditions, agreements, and undertakings contained in this Lease shall extend to and be binding upon any respective successors and assigns of the respective parties hereto, the same as if they were in every case named and expressed, subject to the provisions of Article 12, above.

ARTICLE 20

TERMINATION

20.01 TERMINATION BY LANDLORD: The occurrence of any of the following shall allow this Lease to be terminated by the Landlord, upon the terms and conditions also set forth below, with the Premises and Improvements reverting to the Landlord at no cost or expense, as follows:

A. Automatic Termination (immediately upon written notice by Landlord):

- 1) Institution of proceedings in voluntary bankruptcy, or involuntary bankruptcy against the Tenant if such proceedings continue for a period of ninety (90) days or more.
- 2) Assignment of this Lease by Tenant for the benefit of creditors or any assignment, in whole, or in part, without prior written consent of the Landlord, as set forth in Article 12, above.
- 3) Failure of Tenant to maintain its not-for-profit tax status.
- 4) Failure to obtain all permits and/or licenses necessary to utilize Premises.
- 5) Use of the Premises for any purpose other than the Permitted Use and/or failure to continuously use the Premises as set forth in Article 6, herein.

B. Termination after thirty (30) calendar days' written notice by the Landlord to Tenant for doing any of the following:

- 1) Non-payment of any sum or sums due hereunder after the due date for such payments; provided, however, that such termination shall not be effective if Tenant makes the required payment(s) during the thirty (30) calendar day period following mailing of the written notice.
- 2) Notice of any condition posing a threat to health or safety of the public or to others and not remedied within the thirty (30) day period from date of written notice.
- 3) In the event that the Landlord requires the use of the Premises for an emergency use.

C. Termination after written notice as follows:

- 1) Termination after thirty (30) calendar days' written notice in the event of non-performance of any covenant of this Lease, other than non-payment of rent and other matters listed in A and B above, and failure of the Tenant to remedy such breach within the ninety (90) day period from receipt of the written notice.
- 2) In the event that the Landlord requires the use of the Premises for another public purpose, as determined in the sole discretion of the Landlord, this Lease may be terminated upon one hundred eighty (180) calendar days' written notice.

D. The Tenant agrees that under no circumstances shall the Tenant be entitled to any termination or cancellation fee or any similar economic incentive or payment with regard to this Lease should this Lease be terminated or cancelled, unless specifically set forth in this Lease.

E. With respect to any termination under this Section, the Premises and the Improvements shall revert to the Landlord at no cost or expense to the Landlord.

20.02 TERMINATION BY TENANT: As mentioned above in Section 4.05 of this Lease, the parties hereby acknowledge and agree that the Tenant shall have the right, throughout the term of this Lease, to terminate this Lease prior to the Expiration Date, should the Tenant determine that the cost and/or responsibilities associated with maintaining the Premises are beyond what the Tenant is willing to bear or otherwise endure, at the Tenant's sole discretion. Any early termination of this Lease by the Tenant shall require that the Tenant notify the Landlord in writing, at least one hundred eighty (180) calendar days prior to the date that the Tenant seeks to terminate this Lease. Simultaneously with the notice of early termination to the Landlord, the Tenant shall deliver to the Landlord files and records, for at least the preceding twelve (12) month period, of any and all maintenance issues, copies of all service contracts, as well as any and all invoices and cancelled checks relating to the Premises, in addition to an accounting for any and all utilities, a current list of any and all vendors and suppliers that service the Premises, and the original sublease agreements for all of the subtenants along with an accounting of all rent payments and charges for the subtenants, and any other records or information that the Landlord reasonably requests from the Tenant. In the event of such early termination, Tenant shall relinquish the Premises in as good, or better condition as when this Lease commenced. And prior to such actual termination of this Lease, the Tenant make available to the Landlord any and all bank records relating to the Premises and all of the funds in such account(s). Also, prior to actual termination of this Lease any financial obligations due and owing to the Landlord by the Tenant shall be paid by the Tenant, and Tenant shall remain fully responsible for any and all costs, fees, expenses, and/or invoices incurred during the time of its occupancy on, or leasehold interest in, the Premises, and all Improvements shall revert to Landlord at no cost or expense to the Landlord. This Section survives the termination of this Lease.

ARTICLE 21

DEFAULT OF TENANT AND REMEDIES

21.01 In the event of a Landlord termination in accordance with Article 20 above, or any default in performance, or violation of a term of this Lease, then Landlord may proceed with any remedy available at law or in equity in the State of Florida, or by such other proceedings, including re-entry and possession, as may be applicable.

21.02 Should Tenant fail to continuously use the Premises for the Permitted Use, occupy, vacate, or abandon the Premises at any time during the term of this Lease, for a period of sixty (60) calendar days or more, the Landlord shall be permitted to immediately take possession of the Premises. It shall be the Landlord's determination in its sole discretion as to whether or not the Tenant has either failed to occupy, vacated or abandoned the Premises.

21.03 During the term of this Lease, the Tenant agrees that it will continuously use the Premises for the Permitted Use and for no other purpose whatsoever. If, during the term of this Lease, in accordance with Section 6.02 of this Lease, the continuous use requirement is not met for any reason, and the Premises ceases to be used for the Permitted Use for a period of more than sixty (60) consecutive days, or more than ninety (90) days in any twelve (12) month period, it shall be an event of default, and the Landlord shall then have the right to immediately terminate this Lease, without any notice to the Tenant or any obligation to have the Tenant cure the event of default.

21.04 Upon any default, and after the expiration of any applicable cure period, and after termination of this Lease, the Landlord may, in accordance with any lawful process, enter the Premises and take possession of any and all goods, inventory, equipment, fixtures and all other personal property of Tenant situated in the Premises without liability for trespass or conversion, and may sell or otherwise dispose of any and all such property after thirty (30) calendar days' notice to Tenant, which notice shall constitute reasonable and sufficient notice (so long as such property is valued by the Landlord at more than Five Thousand (\$5,000.00) Dollars, otherwise, such property shall be considered abandoned by the Tenant, and Landlord shall have no obligation to either store, maintain, sell, or otherwise dispose of the personal property). The proceeds of any such sale or disposition shall be applied first to the payment of all costs and expenses of conducting the sale and/or caring for and/or storing said property, including reasonable attorneys' fees; second, toward the payment of any indebtedness, including (without limitation) indebtedness for rent or any other obligation owed to the landlord or any third-party, which may be due or become due to Landlord or a third-party; and third, to pay Tenant, on demand in writing, any surplus remaining after all indebtedness of Tenant to Landlord or any third-party has been fully paid, so long as Tenant in fact makes such demand within sixty (60) calendar days of any such sale of such personal property.

21.05 Upon any default, Landlord may perform, on behalf of and at the expense of the Tenant, any obligation of Tenant under this Lease which Tenant has failed to perform and of which Landlord shall have given Tenant notice of the cost of which performance by Landlord, together with interest thereon, at the highest legal rate of interest as permitted by the State of Florida and shall be immediately payable by Tenant to Landlord.

21.06 Notwithstanding the provisions of clause 21.05 above, and regardless of whether an event of default shall have occurred, the Landlord may exercise the remedy described in clause 21.05 without any notice to Tenant if the Landlord, in its sole discretion, believes it would be injured by failure to take rapid action or if the unperformed obligation by Tenant constitutes an emergency.

21.07 If this Lease is terminated or cancelled by Landlord, Tenant nevertheless shall remain liable for any and all rent and/or damages which may be due, become due or sustained by Landlord, along with any and all reasonable costs, fees and expenses including, but not limited to, attorneys' fees, costs and expenses incurred by Landlord in pursuit of its remedies hereunder, or in renting the Premises, or a portion thereof, to others.

21.08 In addition to any and all other remedies in law or in equity that Landlord may have against Tenant, the Landlord shall be entitled to sue Tenant for all actual damages, costs and expenses arising from the Tenant committing an event of default hereunder and to recover all such damages, costs and expenses, including reasonable attorneys' fees at both trial and appellate levels.

21.09 All rights and remedies of Landlord under this Lease shall be cumulative and shall not be exclusive of any other rights and remedies provided to Landlord under applicable law.

21.10 The provisions of this Article 21 shall survive any early termination or expiration of this Lease.

ARTICLE 22
NOTICES

22.01 Notices provided herein in this paragraph shall include all notices required in this Lease or required by law. Any notice or other communication given or made pursuant to this Lease shall be in writing and shall be deemed given if: (i) delivered personally or by courier; (ii) sent by certified mail, return receipt requested, with all postage pre-paid; (iii) sent by a nationally recognized overnight delivery service (such as FedEx or DHL), and addressed to a party at its respective address as set forth below (or at such other address as shall be specified, in writing, by a party, from time to time); or sent by electronic mail (email) and the recipient acknowledged receipt of such notice:

If to Landlord: Internal Services Department
 Miami-Dade County
 111 N.W. First Street, Suite 2460
 Miami, Florida 33128-1907
 Attention: Director

with a copy to: County Attorney's Office
 Miami-Dade County
 111 N.W. 1st Street, 28th Floor
 Miami, Florida 33128
 Attention: County Attorney

If to Tenant: Manifezt Foundation Incorporated
 3250 N.E. First Avenue, Suite 350
 Miami, Florida 33137

All such notices and other communications shall be deemed given on the date of personal or local courier delivery, or delivery to overnight courier or express delivery service, or the date the recipient of an email message specifically acknowledges receipt of such email message and shall be deemed to have been received upon receipt or refusal thereof. For the sake of convenience and rapidity of transmission, copies of notices may be sent by electronic mail (email), but such transmissions alone, or together, shall not be deemed to satisfy the notice requirements of this Lease absent a written acknowledgement by the other party of actual receipt of such email message, or the giving of notice by one of the other means as stated above.

ARTICLE 23
INSURANCE

23.01 Prior to occupancy, Tenant shall furnish to the Real Estate Development Division of Miami-Dade County, c/o Internal Services Department, 111 N.W. First Street, Suite 2460,

Miami, Florida 33128-1907, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

A. Worker's Compensation Insurance as required by Chapter 440, *Florida Statutes*.

B. Commercial General Liability Insurance on a comprehensive basis, including Explosion, Collapse and Underground Liability coverage, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be shown as an additional insured with respect to this coverage.

C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.

23.02 All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must 1) be rated no less than "A" as to management, and no less than "Class VII" as to financial strength, by Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the Landlord's Risk Management Division, or 2) hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Financial Services.

**NOTE: CERTIFICATE HOLDER MUST READ:
MIAMI-DADE COUNTY
111 N.W. 1st STREET
SUITE 2340
MIAMI, FL 33128**

Compliance with the foregoing requirements shall not relieve the Tenant of its liability and obligation under this Section or any other section of this Lease. Further, the Tenant hereby acknowledges and agrees that the above required insurance is the insurance required by the Landlord and may not be the full extent of the insurance that the Tenant should secure or otherwise maintain for its business and/or for the Premises, and as a result, the Tenant hereby agrees to consult with its own insurance agent regarding the types and extent of any insurance that it should maintain beyond the aforementioned list of insurance. Further, the Tenant shall be responsible for ensuring that the insurance certificates required in conjunction with this Section remain in full force for the duration of this Lease. If insurance certificates are scheduled to expire during the term of this Lease, Tenant shall be responsible for submitting new or renewed insurance certificates to the Landlord prior to expiration.

23.03 Further, the Tenant shall require and make certain that any and all subtenants, except governmental entities which are self-insured, secure, at minimum, all of the foregoing insurance policies and likewise name the Landlord as an Additional Insured on all such insurance policies. And the Tenant shall similarly include in all sublease agreements a clause which states that compliance with the insurance requirements shall not relieve the subtenant of its liability and

obligations under the sublease agreement to indemnify, defend and hold harmless the Landlord from and against any and all claims, suits, complaints and/or causes of action or any kind or nature. And that such subtenants shall be responsible for ensuring that their insurance certificates required in conjunction with this Section, and their sublease agreements, remain in full force for the duration of the sublease agreement. If insurance certificates are scheduled to expire during the term of the sublease agreement, the subtenant shall be responsible for submitting new or renewed insurance certificates to the Tenant prior to expiration. And the Tenant shall be responsible for ensuring the subtenants' compliance with this requirement.

ARTICLE 24

PERMITS, REGULATIONS & SPECIAL ASSESSMENTS

24.01 Tenant shall obtain any and all necessary governmental permits, licenses and approvals, and that all uses of the Premises will be in complete conformance with all applicable laws, ordinances, codes, rules, and regulations, including all including all applicable zoning regulations.

24.02 Any and all charges, taxes, or assessments, of any kind or nature, levied against the Premises shall be paid by Tenant, and failure to do so will constitute a breach of this Lease.

ARTICLE 25

MIAMI-DADE COUNTY AS SOVEREIGN

25.01 Miami-Dade County as Sovereign

It is expressly understood and agreed that notwithstanding any other provision of this Lease and the Landlord's status thereunder:

(a) The Landlord retains all of its sovereign prerogatives and rights as a county under Florida laws and shall in no way be estopped from withholding or refusing to issue any approvals of applications for building, zoning, planning or development under present or future laws and regulations of whatever nature applicable to the planning, design, installation, renovation and improvement of the Premises and/or the operation thereof, or be liable for the same; and

(b) The Landlord shall not by virtue of this Lease be obligated to grant the Tenant any approvals of applications for building, zoning, planning or development under present or future laws and ordinances of whatever nature applicable to the planning, design, renovation, improvement and/or operation of the Premises.

25.02. No Liability for Exercise of Police Power

Notwithstanding and prevailing over any contrary provision in this Lease of any other document relating to this matter, including any Landlord covenant or obligation that may be contained in this Lease, or any implied or perceived duty or obligation of the Landlord including but not limited to the following:

(a) To cooperate with, or provide good faith, diligent, reasonable or other similar efforts to assist the Tenant, regardless of the purpose required for such cooperation;

(b) To execute documents or give approvals, regardless of the purpose required for such execution or approvals;

(c) To apply for or assist the Tenant in applying for any county, city or third-party permit or needed approval; or

(d) To contest, defend against, or assist the Tenant in contesting or defending against any challenge of any nature;

shall not bind the Board of County Commissioners, the Regulatory and Economic Resources (RER) department or any other county, city, federal or state department or authority, committee or agency to grant or leave in effect any zoning changes, variances, permits, waivers, contract amendments, or any other approvals that may be granted, withheld or revoked in the discretion of the Landlord or any other applicable governmental agencies in the exercise of its police power; and the Landlord shall be released and held harmless, by the Tenant from and against any liability, responsibility, claims, consequential or other damages, or losses to the Tenant or to any third-parties resulting from denial, withholding or revocation (in whole or in part) of any zoning or other changes, variances, permits, waivers, amendments, or approvals of any kind or nature whatsoever. Without limiting the foregoing, the parties recognize that the approval of any building permit and/or certificate of occupancy may require the Landlord to exercise its quasi-judicial or police powers. Notwithstanding any other provision of this Lease, the Landlord shall have no obligation to approve, in whole or in part, any application for any type of permit, license, zoning or any other type of matter requiring government approval or waiver. The Landlord's obligation to use reasonable good faith efforts in the permitting of the use of Landlord-owned property regarding the Premises shall not extend to any exercise of quasi-judicial or police powers, and shall be limited solely to ministerial actions, including the timely acceptance and processing of any requests or inquiries by Tenant as authorized by this Lease. Moreover, in no event shall a failure of the Landlord to adopt any of the Tenant's request or application for any type of permit, license, zoning or any other type of matter requiring government approval or waiver be construed a breach or default of this Lease.

ARTICLE 26

OWNERSHIP OF ABANDONED PERSONAL PROPERTY

26.01 At the expiration or early termination of this Lease, Tenant shall peaceably leave, quit and surrender the Premises. Upon expiration or early termination of this Lease, the Tenant, with the Landlord's permission, shall promptly remove its personal property and the personal property of its employees, agents, and contractors. Should the Tenant fail to remove its personal property, and/or the personal property of others within thirty (30) days, the Tenant agrees that said personal property shall be deemed abandoned and the Landlord may dispose of the personal property in the manner it elects, without any compensation, remuneration or reimbursement to the Tenant or any other owner or person with an interest in such personal property.

26.02 The Tenant shall include in sublease agreements the requirement that at the expiration or early termination of sublease agreements, the subtenants shall peaceably leave, quit and surrender the subleased property. Upon expiration or early termination of the sublease agreements, the subtenants, with the Tenant's (sublandlord's) permission, shall promptly remove

its personal property and the personal property of its employees, agents, and contractors. Should the subtenant(s) fail to remove its personal property, and/or the personal property of others within thirty (30) days, the subtenant(s) agrees that said personal property shall be deemed abandoned and the Tenant (sublandlord) or the Landlord may dispose of the personal property in the manner it elects, without any compensation, remuneration or reimbursement to the subtenant(s) or any other owner or person with an interest in such personal property.

ARTICLE 27

EMINENT DOMAIN

27.01 The word “Taking” in this Lease shall mean any taking of the title to, access to, or use of the Premises or any portion thereof by any governmental authority or any conveyance under the threat thereof, for any public, quasi-public, or private use or purpose. A Taking may be total or partial, permanent or temporary.

27.02 Upon receipt by either the Landlord or the Tenant of any notice of Taking, or the institution of any proceedings for Taking the Premises, or any portion thereof, the party receiving such notice shall promptly give notice thereof to the other, and such other party may also appear in such proceeding and may be represented by an attorney.

27.03 The full amount of any award whether *pro tanto* or final for any Taking (the “Award”), shall, notwithstanding any allocation made by the awarding authority, be paid and allocated as set forth below, provided that there shall first be deducted from the Award the following, in the order stated: (i) all reasonable fees and expenses of collection, including reasonable attorneys’ fees and experts’ fees, which shall be paid to the party which has paid such fees and expenses and/or undertaken such work, (ii) any unpaid fees or expense due to the Landlord, and then any amount due to a third-party, which Landlord will be ultimately responsible for, and (iii) any outstanding amounts which represent unpaid loans used for the construction, renovation, or installation of any structures and/or Improvements on the Premises. With respect to the balance of such Award, the Landlord and Tenant shall be entitled to receive and retain such separate awards and portions of lump sum awards as may be allocated to their respective interests in any condemnation proceedings, with consideration given to the fact that the Landlord’s interest in the Premises is not limited to the land encumbered by this Lease, but also the reversionary interest in the Premises upon expiration of the term including, but not limited to the building and the other Improvements on the Premises.

27.04 In the event of a permanent Taking of the fee simple interest or title of the Premises, or control of the entire leasehold estate hereunder (a “Total Taking”), this Lease shall thereupon terminate as of the effective date of such Total Taking, without liability or further recourse to the parties, provided that any and all obligations of Tenant under this Lease have been fully and completely complied with by Tenant as of the date of said Total Taking, otherwise Tenant hereby agrees that an appropriate amount of its portion of the Award shall be paid to Landlord, and such payment shall be allocated to complete any unfinished work or responsibility by the Tenant and/or to fulfill any unfulfilled obligations.

27.05 If, in the event of a partial Taking of less than the entire Premises, the remaining portion of the Premises not so taken cannot be adequately restored, repaired or reconstructed so as

to constitute a complete architectural unit of substantially the same usefulness, design, construction, and commercial feasibility, as immediately before such Taking, then Tenant shall have the right, to be exercised by written notice to Landlord within one hundred twenty (120) days after the date of Taking, to terminate this Lease on a date to be specified in said notice, which date shall not be earlier than the date of such Taking, in which case Tenant shall pay and shall satisfy all rents and other payments due and accrued hereunder up to the date of such termination and shall perform all of the obligations of Tenant hereunder to such date, and thereupon this Lease and the term herein demised shall cease and terminate. Upon such termination the Tenant's interest under this Lease in the remainder of the leasehold interest not taken shall be returned to the Landlord. Alternatively, in the event of a partial Taking of less than the entire Premises, the remaining portion of the Premises can be adequately restored, repaired, reconstructed and/or otherwise utilized by the Tenant for a use consistent with the Permitted Use, then this Lease shall continue, uninterrupted, for the remaining portion of the Premises.

ARTICLE 28

FORCE MAJEURE

28.01 Tenant and Landlord shall be excused for the period of any delay and shall not be deemed in default with respect to the performance of any of the non-monetary terms, covenants, and conditions of this Lease when prevented from so doing by cause or causes beyond Tenant's or Landlord's control, excluding filing of bankruptcy, but which shall include, without limitation, all labor disputes, fire or other casualty, acts of God, or any other cause, whether similar or dissimilar to the foregoing, not within the control of Tenant, or caused directly or indirectly by Tenant. However, in order for the Tenant to claim or otherwise take advantage of *force majeure*, the Tenant must first notify the Landlord in writing of the event, and then secure from the Landlord a written acknowledgement that the Landlord recognizes the existence of an event of *force majeure*, applicable to the Tenant, which acknowledgment shall be determined in Landlord's sole and absolute discretion. Further, the Tenant shall only be entitled an extension of time, equal to the same period of the *force majeure* delay to complete its duty to perform under the terms and conditions of this Lease.

ARTICLE 29

WAIVER

29.01 If, under the provisions hereof, Landlord or Tenant shall institute proceedings and a compromise or settlement thereof shall be made, the same shall neither constitute a waiver of any covenant herein contained nor of any of Landlord's or Tenant's rights hereunder, unless expressly stated in such compromise or settlement agreement. No waiver by Landlord or Tenant of any provision hereof shall be deemed to have been made unless expressed in writing and signed by both parties. No waiver by the Landlord or the Tenant of any breach of covenant, condition, or agreement herein contained shall operate as a waiver of such covenant, condition, or agreement itself, or of any subsequent breach thereof. No payment by Tenant or receipt by Landlord of lesser amount than the annual amount of rent (or additional rent if such obligations are stipulated herein), if any, shall be deemed to be other than on account of the earliest amount of rent due and owing to the Landlord; and likewise neither shall any endorsement or statement on any check or letter accompanying a check for payment of rent or any other amounts owed to the Landlord be deemed an accord and satisfaction, and the Landlord may accept such check or payment without prejudice

to or waiver of the Landlord's right to recover the balance of such rent or other amount owed, or to pursue any other remedy provided in this Lease or at law or in equity. Further, any endorsement or statement on any check or letter accompanying a check for payment of rent or any other amounts owed to Landlord may not be deemed to limit or restrict the Landlord in any manner whatsoever, and such endorsement or statement shall have no effect whatsoever and shall be deemed to have never been written at all. No reentry by Landlord and no acceptance by Landlord of keys, if any, from Tenant shall be considered an acceptance of a surrender of this Lease.

ARTICLE 30 **ADDITIONAL PROVISIONS**

30.01 Non-Discrimination Tenant will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, age, ancestry, marital status, physical disability, place of birth, or national origin. Tenant shall take affirmative action to ensure that applicants are employed and that employees are treated during their employment, without regard to their race, religion, color, sex, sexual orientation, age, ancestry, marital status, physical disability, place of birth or national origin.

Tenant will comply with all of the following statutes, rules, regulations and orders to the extent that these are applicable to the Premises, included any applicable future amendments thereto:

- (A) All applicable provisions of the Civil Rights Act of 1964;
- (B) Executive Order 11246 of September 24, 1964 as amended by Executive Order 11375;
- (C) Executive Order 11625 of October 13, 1971;
- (D) The Age Discrimination Employment Act effective June 12, 1968;
- (E) The rules, regulations and orders of the Secretary of Labor;
- (F) Florida Statutes Section 112.042;
- (G) The applicable federal regulations binding Tenant or transferee not to discriminate based on disability and binding the same to compliance with the Americans with Disabilities Act, pursuant to the requirements found in 49 CFR Part 26.7 regarding nondiscrimination based on race, color, national origin or sex; in 49 CFR Parts 27.7, 27.9(b) and 49 CFR Part 37 regarding nondiscrimination based on disability and complying with the Americans With Disabilities Act with regard to any Improvements constructed;
- (H) Miami-Dade County Code, Sections 2-11.16 and 2-8.9.
- (I) Small Business Enterprise requirements, to the extent that such may be applicable, as set forth in Miami-Dade County Code Sections 10-33.02, 2-10.4.01, and 2-8.1.1.1.1 and the

Landlord's applicable Responsible Wages, Residents First Training and Employment, and First Source Hiring programs, all as may be applicable, and as set forth in Miami-Dade County Code Sections 2-11.16 and 2-11.17 and Administrative Order No. 3-63.

(J) All applicable federal, state, and local laws applicable to the Premises.

30.02 Notification of any injury on the Premises. Tenant agrees that it will immediately notify the Landlord should any person sustain(s), or is found to have, a serious bodily injury or dies on or about the Premises, due to any cause that might give rise to liability for or to the Landlord, for any potential claim, or cause of action, including, but not limited to, personal injury or wrongful death. The parties hereby agree that the definition of serious bodily injury shall include, but not be limited to, any injury to a person which requires medical treatment either at a hospital or by emergency medical technicians. Further, in instances where someone sustained a serious bodily injury or died, due to any cause that might give rise to liability for or to the Landlord, for any potential claim, or cause of action, including, but not limited to, personal injury or wrongful death, in addition to any other requirement(s) regarding notice under this Lease, the Tenant shall also immediately (same day, or in situations where the same day is not possible, then next day) call the Landlord's Internal Services Department, and notify the Director of such incident, in detail, with or without the name of the individual that died or sustained the serious bodily injury. Further, in instances where an individual died or sustained a serious bodily injury, the Tenant must complete a detailed injury and incident report and immediately (same day or next day) send it to the Landlord, in accordance with the terms of the notice provisions found in this Lease.

30.03 Security. The Tenant, as set forth in Section 14.01 of this Lease, is responsible for securing and maintaining security in and around, and for, the Premises. Should the Tenant, at any time and for any reason, believe that security and/or additional security is needed to protect the Tenant, or any of the subtenants, licensees, guests, employees, staff, management, and/or anyone else, and/or the personal property belonging to any of the foregoing, and/or the Premises, then it is understood and agreed that the Tenant shall hire and maintain such security. The Tenant further acknowledges and agrees that beyond the Landlord's financial contribution to the operating expenses for the Premises, the Landlord is not expected to supply, or otherwise provide, any security staff and/or security equipment to, on, or about the Premises that would be designed to prevent or deter vandalism, theft, burglary, and/or any other type of criminal activity, or any other type of incident.

30.04 Time is of the essence. The parties hereby acknowledge and agree that at all times during the term of this Lease they covenant to promptly perform any and all duties and obligations as set forth in this Lease. For the performance of any of the leasehold obligations time is of the essence.

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

30.06 Headings. The headings of the various paragraphs and sections of this Lease are for convenience and ease of reference only, and shall not be construed to define, limit, augment, or describe the scope, context or intent of this Lease, or any part(s) of this Lease.

30.07 Holidays and Calendar Days. It is hereby agreed that whenever the day on which a payment or other obligation 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, such due date or cure period expiration date shall be postponed to the next following business day. Further, unless otherwise described in this Lease, any mention in this Lease of a period of days for performance shall mean calendar days.

30.08 Waiver. Any waiver of any portion of this Lease shall be evidenced in writing by the party that made such waiver. Waiver of any breach of this Lease shall not constitute waiver of any other breach. Invalidation of any portion of this Lease due to any waiver, shall not automatically invalidate any other portion of this Lease.

30.09 Severability (Savings Clause). 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.

30.10 Survival. The parties hereby acknowledge and agree that many of the duties and obligations in this Lease will survive the term, termination, and/or cancellation hereof. Accordingly, the respective obligations of the Tenant and the Landlord under this Lease, which by nature would continue beyond the termination, cancellation, or expiration thereof, shall survive termination, cancellation, or expiration hereof, regardless of whether such survival is specified under such individual articles.

30.11 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.

30.12 Confidentiality. Landlord and Tenant acknowledge and agree that because the Landlord is a governmental entity, any and all information pertaining to this Lease is subject to be disclosed to others, and none of the information contained herein is, or shall be considered, confidential.

30.13(A) Independent Private Sector Inspector General Reviews. Pursuant to Miami-Dade County Administrative Order 3-20, the Landlord has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the Landlord deems it appropriate to do so. Upon written notice from Landlord, the Tenant shall make available to the IPSIG retained by the Landlord, all requested records and documentation pertaining to this Lease for inspection and reproduction. The Landlord shall be responsible for the payment of these IPSIG services, and under no circumstance shall Tenant's rental rates and any changes thereto approved by Landlord, be inclusive of any charges relating to these IPSIG services. The terms of this provision herein, apply to Tenant, its and its permitted successors and assigns. Nothing contained in this provision shall impair any independent right of Landlord to conduct an audit or investigate the operations, activities and performance of Tenant in connection with, and as and when provided under, this Lease. The terms of this paragraph shall not impose any liability on Landlord by Tenant or any third party.

30.13(B) Miami-Dade County Inspector General Review. According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, the Landlord has established the Office of the Inspector General which may, on a random basis, perform audits on all Miami-Dade County contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit for this Lease shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost shall be assumed by the Landlord, and Tenant shall have no liability therefore.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (I) contracts where an IPSIG is assigned at the time the contract is approved by the Board; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 32; (m) federal, state and local government-funded grants; and (n) interlocal agreements.

30.13(C) Miami-Dade County Inspector General Limitation of Powers. Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all of the Landlord's contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed Miami-Dade County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs, all at no cost or expense to Tenant. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders, if any, to a contract. The Inspector General is empowered to retain, at no expense or cost to Tenant, the services of independent private sector inspectors general (IPSIG) to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of Tenant, its officers, agents and employees,

lobbyists, the Landlord's staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

30.13(D) Miami-Dade County Inspector General's Right of Inspection. Upon written notice to Tenant from the Inspector General or IPSIG retained by the Inspector General, Tenant shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying, at no cost or expense to Tenant. The Inspector General and IPSIG shall have the right to inspect and, at no cost or expense to Tenant, copy all documents and records in the Tenant's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records, provided that neither the Inspector General nor IPSIG shall be entitled to receive, review or copy any documents that are privileged, confidential or proprietary to Tenant.

30.14 Attorneys' Fees. Unless otherwise described in this Lease, the parties hereby agree to be solely responsible for their own costs and expenses associated with the enforcement of this Lease, including, but not limited to the payment of any and all attorneys' fees, expert witness fees and court costs both at trial and on appeal.

30.15 Florida Public Records Act. As it relates to this Lease, pursuant to Section 119.0701 of the Florida Statutes:

(a) Tenant understands, agrees and acknowledges that this Lease and Tenant's operations thereunder are subject to the provisions of Chapter 119 of the Florida Statutes commonly referred to as "Florida's Public Records Laws".

(b) For purposes of this section, the term "public records" shall mean all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business of the County.

(c) IF THE TENANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE TENANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS LEASE, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT Salomee.peters@miamidade.gov

(d) Tenant is required to keep and maintain public records required to perform under this Lease and, upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by applicable law.

(e) Tenant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Lease and following completion of this Lease if the Tenant does not transfer the records to the Landlord

(f) Upon completion or termination of this Lease, the Tenant shall transfer, at no cost, to the Landlord all public records in possession of the Tenant or keep and maintain public records required by the Landlord to perform the service. If the Tenant transfers all public records to the Landlord upon completion of this Lease, the Tenant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Tenant keeps and maintains public records upon completion of this Lease, the Tenant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Landlord, upon request from the Landlord's custodian of public records, in a format that is compatible with the information technology systems of the Landlord.

(g) If the Landlord does not possess public records responsive to a request to inspect or copy public records relating to this Lease, the Landlord shall immediately notify the Tenant of the request, and the contractor must provide the records to the Landlord or allow the records to be inspected or copied within a reasonable time.

(h) If Tenant does not comply with a request for records, it shall be a material breach of this Lease and the Landlord shall have the right to the remedies set forth in the events of default section(s) of this Lease. In addition, if Tenants fails to provide the public records within a reasonable time may be subject to penalties under law, specifically Section 119.10, *Florida Statutes*.

Tenant's obligations under this Section of this Lease shall survive the termination of this Lease.

30.16 Radon Gas. In accordance with Section 404.056, Fla. Stat. (1998, as amended) the following disclosure is hereby made:

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

30.17 Third Party Beneficiaries. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the Parties. This Agreement does not create nor establish any third-party beneficiaries.

30.18. Independent Contractor Relationship. Tenant is, and shall be, for all services and activities under this Lease, an independent contractor, and not an employee, agent, or servant of the County. All persons engaged in any of the work or services performed under this Lease shall at all times, and in all places, be subject to Tenants sole direction, supervision, and control. No employee of Tenant shall be an employee of the County. Tenant shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Tenant’s relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees and agents of the County.

ARTICLE 31

GOVERNING LAW AND VENUE

31.01 This Lease, including any exhibits or amendments, if any, and all matters relating thereto (whether in contract, statute, tort or otherwise) shall be governed by and construed in accordance with the laws of the State of Florida.

31.02 The Landlord and Tenant hereby agree that venue shall be Miami-Dade County, Florida, and as a result, any litigation, action, cause of action, including, but not limited to any lawsuit, shall be brought and presented exclusively in a court located in Miami-Dade County, Florida.

ARTICLE 32

WRITTEN AGREEMENT

32.01 The parties hereto agree that this Lease sets forth the entire agreement and understanding between the parties, and there are no promises or understandings other than those stated herein. None of the provisions, terms, and/or conditions in this Lease may be added to, modified, superseded, or otherwise altered, except as may be authorized herein, or by a resolution approved by the Miami-Dade Board of County Commissioners.

32.02 Each signatory of this Lease represents hereby that he or she has the authority to execute, bind and deliver the same on behalf of the party hereto for which such signatory is acting.

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

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Lease, with the intent for it to be legally binding, as of the day and year first above written.

Landlord

Miami-Dade County
By its Board of County Commissioners

a political subdivision of the State of
Florida

Witness/Attest:

Witness/Attest:

By: _____

Name: _____

Title: _____

Date: _____

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

Tenant:

Manifezt Foundation
a Florida not-for-profit corporation

By: _____

Name: _____

Title: _____


Date: _____

Witness/Attest:


Witness/Attest:

EXHIBIT A





Map of Premises



PEDRO J. GARCIA
MIAMI-DADE PROPERTY APPRAISER



[HOME](#)
[EXEMPTIONS & OTHER BENEFITS](#)
[REAL ESTATE](#)
[TANGIBLE PERSONAL PROPERTY](#)
[PUBLIC RECORDS](#)
[ONLINE TOOLS](#)
[TAX ROLL ADMINISTRATION](#)
[ABOUT US](#)
[CONTACT US](#)

Address
Owner Name
Subdivision Name
Folio

SEARCH: Q

PROPERTY INFORMATION ⓘ

Folio: 30-5019-028-0010

Sub-Division:
RICHMOND HEIGHTS SHOPPING CENTER

Property Address

Owner
MIAMI-DADE COUNTY
OCED

Mailing Address
701 NW 1 CT 14TH FLOOR
MIAMI, FL 33136


PA Primary Zone
6400 COMMERCIAL - CENTRAL

Primary Land Use
8081 VACANT GOVERNMENTAL : VACANT LAND

Beds / Baths / Half	0 / 0 / 0
Floors	0
Living Units	0
Actual Area	0
Living Area	0
Adjusted Area	0
Lot Size	43,482 Sq.Ft
Year Built	0

+ - 📐 🔄 📄 🔒 Zoom

Map View Layers



2019 Aerial Photography

60ft

EXHIBIT B
Inventory of Furniture and Equipment