

# MEMORANDUM

Agenda Item No. 8(A)(3)

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**TO:** Honorable Chairman Anthony Rodriguez  
and Members, Board of County Commissioners

**DATE:** May 20, 2025

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

**SUBJECT:** Resolution approving a Contract for Sale and Purchase between Miami-Dade County, as buyer, and TCG PL33 LLC, as sellers, of an approximate 323,591 square foot property with improvements and the assignment of a lease with a holdover tenant creating a tenancy at will, the property is located east of Miami International Airport for the purchase price of \$54,000,000.00; authorizing the County Mayor to execute the contract for sale and purchase, to exercise all provisions contained therein, and to perform all acts necessary to effectuate this transaction; authorizing the acceptance of the property by a Warranty Deed; authorizing the expenditure of up to \$130,000.00 for closing costs and directing the County Mayor to record such deed in the public records

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The accompanying resolution was prepared by the Aviation Department and placed on the agenda at the request of Prime Sponsor Commissioner Natalie Milian Orbis.



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Geri Bonzon-Keenan  
County Attorney

GBK/ks

MDC001

# Memorandum



**Date:** May 20, 2025

**To:** Honorable Chairman Anthony Rodriguez  
and Members, Board of County Commissioners

**From:** Daniella Levine Cava *Daniella Levine Cava*  
Mayor

**Subject:** Resolution Authorizing the Acquisition of a 323,591 Square Foot Property Located East of Miami International Airport

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## Executive Summary

MIA continues to be the fastest-growing mega airport countrywide since the world-wide COVID pandemic. To keep pace with this tremendous growth, the Miami-Dade Aviation Department (MDAD or Aviation Department) has embarked on a \$9 billion modernization and capital improvement program that will expand and renovate terminals, concourses, ramps, runways, hotels, parking structures, moving conveyances and restrooms at Miami International Airport (MIA) and the General Aviation Airports (GAA). Just as important, MDAD is proactively purchasing land to facilitate the implementation of its capital improvement portfolio. The land will be used for any compatible use that meets MIA's demand for air travel and air cargo or for operational purposes.

This item is recommending that the County enter into a Contract for Sale and Purchase with TCG PL33, LLC (Seller) for the purchase of Folio Number 30-3128-023-0010 and adjacent land that was conveyed through road closing Resolution No. R-546-99, which is more fully described in Exhibit A as attached to the Contract for Sale and Purchase. The property is located east of Miami International Airport (MIA) at 2301 NW 33<sup>rd</sup> Ave, Miami FL 33142 and totals approximately 323,591 square feet (SF) or 7.4 acres of property with improvements, the largest building of which is 26,372 SF. This property is being acquired for the negotiated price of \$54,000,000.00 plus closing costs not to exceed \$130,000.00.

The effectiveness of this Contract for Sale and Purchase is contingent upon approval from the Board of County Commissioners (Board), the Federal Aviation Administration, and the Majority In Interest (MII) of Airlines approval as per Article 6(C) of the Airline Use Agreement delineated in Resolution No. R-769-18, which states that if the Majority In Interest carriers at MIA disapprove of the use of capital funds for the purchase of this property, this Contract for Sale and Purchase shall be voidable in the sole discretion of the County.

## Recommendation

It is recommended that the Board approve the attached resolution authorizing the approval and execution of the attached Contract for Sale and Purchase between the County and the Seller. Board endorsement of this Resolution allows the County to acquire approximately 323,591 SF of land with existing improvements located east of MIA. More specifically, the Resolution does the following:

- Authorizes the acquisition of the property (Folio Number 30-3128-023-0010) including approximately 323,591 SF of land (or 7.4 acres) with existing improvements located east of MIA, and;
- Authorizes the County Mayor or County Mayor's designee to execute a willing buyer/willing seller Contract for Sale and Purchase (Attachment No. 1 to the Resolution) between the County and the Seller in the amount of \$54,000,000.00 with closing costs not to exceed \$130,000.00, and;

- Authorizes the only existing lease (month-to-month) to Sistemas R&P, LLC (which expired on January 31, 2024) as a hold over tenant to be assigned to MDAD and executed upon closing, as depicted in Exhibit D to the Contract for Sale and Purchase.

### **Scope**

The property being purchased by the County, which is approximately +/-7.4 acres or 323,591 SF is in District 6. However, the impact of this item is countywide as this property will become a part of MIA's footprint, which is a regional asset.

### **Delegation of Authority**

The County Mayor or County Mayor's designee is authorized to execute the attached Contract for Sale and Purchase with the Seller and to exercise all rights conferred therein.

### **Fiscal Impact/Funding Source**

There is a fiscal impact on the County. Through the Aviation Department, the County shall pay the Seller \$54,000,000.00, with closing costs not to exceed \$130,000.00 to purchase real property consisting of approximately 323,591 square feet (+/- 7.429 acres) located east of MIA. Two state-certified appraisers hired by the County appraised the property. The property was valued at \$63,000,000.00 by The Cornerstone Group of South Florida on March 18, 2025, followed by a second appraisal dated March 24, 2025, by CBRE for \$54,000,000.00. Both parties negotiated a final purchase price of \$54,000,000.00, which is less than the average of the two appraisals - \$58,000,000.00.

The funding source for this purchase is future Aviation Revenue Bonds, Project No. 2000001655 - Land Acquisition Subprogram, as programmed in the Fiscal Year (FY) 2024-2025 Adopted Budget and Multi-Year Capital Plan, page 189.

### **Track Record/Monitor**

MDAD's Division Director of Real Estate Management and Development, Michèle Raymond, will monitor the implementation of the Contract for Sale and Purchase with the Sellers.

### **Background**

Upon execution of the attached Contract for Sale and Purchase between the County and the Seller in the amount of \$54,000,000.00, the Seller will execute a Warranty Deed for the property and the County will acquire this property.

The Seller will assign the only existing lease (month-to-month) on the premises to Sistemas R & P, LLC to MDAD upon closing, which would be the earlier of 30 days after the effective date of this Contract for Sale and Purchase as approved by the Board, or June 30, 2025, unless otherwise extended in writing by both the County and Seller in their sole discretion. The Seller is required to issue a proper notice of termination to Sistemas R & P, LLC at least one day prior to closing and shall provide a termination date that is effective 60 days from the closing. Rent for the month in which the closing occurs shall be prorated as of the day prior to the closing (to the extent paid) and the security deposit paid under such lease shall be credited to the County at the closing, as appropriate.

The purchase price of \$54,000,000.00 includes all existing demolition and development plans within the

Honorable Chairman Anthony Rodriguez  
and Members, Board of County Commissioners  
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Seller's possession or control. The Contract for Sale and Purchase provides for the property to be sold in as-is condition without the Seller having any obligation to clean-up, remediate, repair or remedy any conditions discovered by MDAD and allows for a sixty (60) day inspection period after the Seller's execution of the agreement. Except for mortgages executed by the Seller, the Seller has no obligation to cure title defects prior to closing and MDAD can elect not to close or accept the title defects and proceed to closing. Furthermore, all risk of loss to the property shall be borne by Seller until the transfer of title. In the event of any loss or damage to the property, the County has the option, on or before closing, to terminate this Contract for Sale and Purchase to the extent the Seller has not restored the property, or the County may elect to proceed without any reduction in the purchase price or assignment of any of the Seller's insurance proceeds.



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Jimmy Morales  
Chief Operating Officer




# MEMORANDUM

(Revised)

**TO:** Honorable Chairman Anthony Rodriguez  
and Members, Board of County Commissioners

**DATE:** May 20, 2025

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

**SUBJECT:** Agenda Item No. 8(A)(3)

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 \_\_\_\_, majority plus one \_\_\_\_, 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) \_\_\_\_, CDMP 9 vote requirement per 2-116.1(4)(c) (2) \_\_\_\_ ) to approve**
- \_\_\_\_\_ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

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

Agenda Item No. 8(A)(3)  
5-20-25

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

RESOLUTION APPROVING A CONTRACT FOR SALE AND PURCHASE BETWEEN MIAMI-DADE COUNTY, AS BUYER, AND TCG PL33 LLC, A FLORIDA LIMITED LIABILITY COMPANY, AS SELLER, OF AN APPROXIMATELY 323,591 SQUARE FOOT PROPERTY WITH IMPROVEMENTS AND THE ASSIGNMENT OF A LEASE WITH A HOLDOVER TENANT CREATING A TENANCY AT WILL, LOCATED EAST OF MIAMI INTERNATIONAL AIRPORT FOR THE PURCHASE PRICE OF \$54,000,000.00; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE CONTRACT FOR SALE AND PURCHASE, TO EXERCISE ALL PROVISIONS CONTAINED THEREIN, AND TO PERFORM ALL ACTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AUTHORIZING THE ACCEPTANCE OF THE PROPERTY BY A WARRANTY DEED; AUTHORIZING THE EXPENDITURE OF UP TO \$130,000.00 FOR CLOSING COSTS AND DIRECTING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO RECORD SUCH DEED IN THE PUBLIC RECORDS

**WHEREAS**, this Board desires to accomplish the purposes outlined in the accompanying Mayor's memorandum and documents, copies of which are incorporated herein by reference,

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

**Section 1.** The foregoing recital is incorporated into this resolution and approved.

**Section 2.** This Board approves a Contract for Sale and Purchase between TCG PL33, LLC, a Florida Limited Liability Company, as Seller, and the County, as Buyer, of an approximately 323,591 square foot property with improvements including a 26,372 square foot building and adjacent land that was conveyed through Resolution No. R-546-99, which is more fully described in Exhibit A attached to the Contract for Sale and Purchase, identified as Folio No.



30-3128-023-0010 located east of Miami International Airport at 2301 NW 33<sup>rd</sup> Ave, Miami, FL 33142 (the “Property”), including the assignment of a month-to-month lease with a holdover tenant (the “Lease”) creating a tenancy at will. The property is being purchased from the Seller for a purchase price of \$54,000,000.00 in addition to closing costs that shall not exceed \$130,000.00 in substantially the form attached hereto as Attachment 1 and made a part hereof (the “Contract”). An ownership disclosure affidavit is attached.

**Section 3.** This Board authorizes the County Mayor or County Mayor’s designee to execute the Contract, to exercise all provisions contained therein, including but not limited to the rights of termination and to pursue breach or non-compliance, to perform all acts necessary to effectuate this transaction, and to accept conveyance of the property by Warranty Deed, subject to the completion of the due diligence set forth in Section 5 herein.

**Section 4.** The Board authorizes the County Mayor or County Mayor’s designee to execute the assignment of a lease with a holdover tenant creating a tenancy at will, to exercise all provisions contained therein, and to perform all acts necessary to effectuate this transaction.

**Section 5.** This Board approves the acceptance of the conveyance of the Property by Warranty Deed in substantially the form attached to the Contract as Exhibit “C,” subject to all necessary due diligence by the County Mayor or the County Mayor’s designee that no obstacles or impediments exist impacting or preventing this conveyance, as further set forth in the Contract, and subject to the County Mayor or County Mayor’s designee including a survivorship clause in the agreement related to the effective date of the Contract prior to execution.

**Section 6.** Pursuant to Resolution No. R-974-09, this Board directs the County Mayor or County Mayor’s designee to record the Warranty Deed authorized herein in the Public Records of Miami-Dade County, Florida; and to provide a recorded copy of the instrument to the Clerk of

the Board within 30 days of execution of said instrument; and directs the Clerk of the Board to attach and permanently store a recorded copy along with this Resolution.

**Section 7.** This Board directs the County Mayor or County Mayor's designee to provide an executed copy of the agreements to the Property Appraiser within 30 days of their execution.

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:

Anthony Rodriguez, Chairman	
Kionne L. McGhee, Vice Chairman	
Marleine Bastien	Juan Carlos Bermudez
Sen. René García	Oliver G. Gilbert, III
Roberto J. Gonzalez	Keon Hardemon
Danielle Cohen Higgins	Eileen Higgins
Natalie Milian Orbis	Raquel A. Regalado
Micky Steinberg	



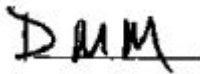
The Chairperson thereupon declared this resolution duly passed and adopted this 20<sup>th</sup> day of May, 2025. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an 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

JUAN FERNANDEZ-BARQUIN, CLERK

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

Approved by County Attorney as  
to form and legal sufficiency.

A handwritten signature in black ink, appearing to read 'DMM', written over a horizontal line.

David M. Murray

## CONTRACT FOR SALE AND PURCHASE

**Property to be acquired: 2301 NW 33<sup>rd</sup> AVE, Miami FL 33142**

**Folio #: 30-3128-023-0010**

This **Contract for Sale and Purchase** (this "Contract") is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2025, by and between **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as "Buyer" and **TCG PL33, LLC**, a Florida limited liability company, hereinafter referred to as "Seller".

**WITNESSETH**, that for and in consideration of the mutual covenants contained herein, Buyer Seller agree as follows:

1. **REALTY.** Seller agrees to sell to Buyer that certain real property consisting of approximately 26,372 square feet of office and warehouse space on a 323,591 square foot parcel of land and more specifically described in **Exhibit A** and shown on **Exhibit B**; together with all tenements, hereditaments, privileges, servitudes, rights-of-reverter, and other rights appurtenant to real property, if any, and all buildings, fixtures, and other improvements thereon, if any, all fill and top soil thereon, if any, all oil, gas and mineral rights possessed by Seller, if any, and all right, title and interest of Seller in and to any and all streets, roads, highways, easements, drainage rights, or rights-of-way, appurtenant to the real property, if any, and all right, title and interest of Seller in and to any and all covenants, restrictions, agreements and riparian rights benefiting the real property, if any. (All of the foregoing being referred to as the "Property").

2. **PURCHASE PRICE.** Buyer agrees to pay a purchase price of **\$54,000,000 (Fifty-Four Million Dollars)** for the Property. Said price will be paid at closing by Miami-Dade County by wire transfer of immediately available U.S. funds, subject to other adjustments and prorations provided for herein. Buyer shall obtain two appraisals by appraisers approved pursuant to section 253.025, Florida Statutes. Said appraisals shall be based on a final survey conducted by Buyer. Should the above purchase price exceed the average appraised price of the two appraisals, the purchase price must be approved by two-thirds vote of the Board of County Commissioners present.

3. **INTEREST CONVEYED.** Seller is the record owner of the fee simple title to the subject Property, and agrees to convey good, marketable, and insurable title by Warranty Deed in substantially the form of **Exhibit C** attached hereto and made a part hereof ("Warranty Deed"). Notwithstanding the foregoing, if Seller is unable, at closing, to convey to the Buyer such title as stated in this paragraph, the Buyer's sole remedy shall be to terminate this Contract.

4. **DEVELOPMENT AND DEMOLITION PLANS.** Upon closing, to the extent within Seller's possession or control, Seller shall deliver to Buyer, without any recourse, representation or warranty, all development plans, inclusive of copies of all demolition plans and permits, construction documents with full structural, mechanical, electrical, and plumbing plans, associated engineering calculations and specifications, and all site approvals, etc., related to the proposed development on the site.

5. AD VALOREM TAXES. Buyer, a political subdivision of the State of Florida, is exempt from payment of ad valorem taxes. Therefore, it shall be Seller's responsibility to comply with Section 196.295, Florida Statutes by placing the appropriate amount of pro rata taxes to the day of closing and any delinquent taxes, if any, in escrow with the Miami-Dade County Tax Collector.

6. TITLE INSURANCE. Buyer may, at Buyer's own cost and expense and within fifteen (15) business days of the effective date of this Contract, obtain a marketable title insurance commitment and an owner's marketable title insurance policy from a title insurance company licensed by the State of Florida in the amount of the purchase price and provide a copy of same to Seller. Except as provided below, said policy shall show a good, marketable and insurable title to the Property in the Seller's name. In addition, the policy shall insure title to the Property for the period between closing and recording of the Warranty Deed. In connection herewith, Seller agrees to provide and pay the cost of recording of all affidavits and other documents as customarily required by the title insurer. Buyer shall have fifteen (15) business days from receipt of title documents to inspect said title documents and report defects, if any, in writing to the Seller. Seller's failure to respond within said fifteen (15) business period shall be deemed Seller's refusal to cure any such objections. In the event Seller elects not to cure any objection(s) or Seller is unable to cure any objections it has agreed to cure, Buyer may elect to cancel this Agreement and this Contract shall be rendered null and void and both Buyer and Seller shall be released of all obligations hereunder or Buyer may waive in writing its title objections and accept the condition of title and proceed with closing at Buyer's option. Seller shall pay all reasonable recording fees for corrective instruments required hereunder.

7. PROPERTY INSPECTION: Seller shall grant reasonable access to the Property to Buyer, its agents, contractors and assigns for the purpose of conducting the inspections described below; provided, however, that all such persons enter the Property and conduct the inspections at their own risk.

- a) Environmental Inspection: Buyer may, at its own cost and expense, obtain a Letter of Current Enforcement Status of the Property by the Miami-Dade County Division of Environmental Resources Management (DERM) and conduct any tests required or recommended by DERM to determine the existence and extent, if any, of hazardous materials or toxic substances and hazardous waste on the Property in violation of any laws, ordinances, rules or restrictions of any governmental authority having jurisdiction, including but not limited to, an American Society for Testing and Materials (ASTM) Phase I and Phase II Site Assessments. The term "Hazardous Materials" shall be as defined by DERM and shall include any hazardous or toxic substance, material or waste; it shall also include solid waste or debris of any kind. If the Letter of Current Enforcement Status or subsequent testing confirms the presence of hazardous materials or toxic substances and hazardous waste on the Property, Buyer may elect to terminate this Contract and both Buyer and Seller shall be released from all further obligations hereunder.
- (i) Inspection of Improvements: Buyer may, at its own cost and expense, within sixty (60) after Seller's execution of this Contract, undertake inspections and any and all due diligence deemed necessary by the Buyer so that the Buyer can determine whether the improvements on the land and condition of the Property is suitable, in Buyer's sole and absolute discretion, for Buyer's intended purposes. During this 60-day period, Buyer

may conduct any test, analyses, surveys, investigations and building inspections and will seek approval from the appropriate divisions and agencies of any governmental agency with jurisdiction over the Property which Buyer deems necessary to determine to Buyer's satisfaction: the Property's structural and electrical integrity and condition, to include the 40 year recertification, to the extent the same exists, from the Miami-Dade County Department of Regulatory and Economic Resources (RER); its engineering and architectural properties; zoning and zoning restrictions; flood zone designation and restrictions; availability of permits, governmental approvals and licenses; compliance with the Americans with Disabilities Act; and any other inspection that Buyer deems appropriate. Buyer shall not disturb any tenant or interfere with any tenant ongoing business and any inspections shall be coordinated with Seller prior to Buyer or Buyer's inspectors and contractors' entry on the Property. Buyer will deliver written notice to the Seller prior to the expiration of the 60-day inspection period set forth in this subsection notifying Seller as to Buyer's determination of whether or not the Property is acceptable. Buyer's failure to comply with this notice requirement will constitute acceptance of the Property in its present "as is" condition. Otherwise, Buyer may elect to continue with the purchase with the building in its "as is" condition. In such instance, Seller makes no warranties or representations, whether expressed or implied, as to the physical condition of the building; and Buyer waives any such claims. Seller grants to Buyer, its agents, contractors and assigns, the right to enter the Property at any time during the term of this Contract for the purpose of conducting investigations, upon reasonable notice, at a mutually agreed upon time; provided, however, that Buyer, its agents, contractors, and assigns, the right to enter the Property at their own risk. Buyer will not engage in any activity that could result in a mechanic's lien being filed against the Property without Seller's prior written consent. In the event, a mechanic's lien is filed against the Property as a result of Buyer's action or inaction, Buyer may elect to pay for such lien prior to closing or purchase the Property with such mechanic's lien against the Property. However, in no event shall a mechanic's lien as a result of Buyer's action or inaction be cause for Seller's cancellation or termination of this Contract. Subject to the limitations and requirements of 768.28 Fla. Stat, Buyer hereby agrees to indemnify, protect and hold harmless Seller from and against any and all claims, demands, losses, costs and damage to the Property caused by or through any inspections performed by or through Buyer. Buyer shall promptly repair and restore the Property to the condition existing prior to any inspection that may damage or alter the Property. Prior to performing any inspections on the Property or the entry thereon by Buyer, its agents, contractors and employees, Buyer's contractors shall obtain or cause to obtain and provide to Seller evidence of commercial general liability insurance with coverage in an amount not less than \$2,000,000.00 per occurrence, naming Seller as an additional insured. The provisions of this Section shall survive termination of this Contract.

8. **TENANCIES.** Seller warrants and represents that no person is living on or occupying the Property, other than the list of tenants on **Exhibit D**, attached hereto and made a part hereof. Buyer acknowledges that when it assumes such leases at closing, Seller shall be released from any and all obligations and liabilities as to the leases and makes no warranties or representations of performance and payment obligations. Seller further warrants and represents that (i) there are no other agreements, oral or written, that permits the use or occupancy of any portion of the Property; (ii) Seller shall not permit the use or occupancy of any portion of the Property subsequent to the date of Seller's execution of this Contract, other than the list of tenants in **Exhibit D**; (iii) Seller shall take no action to extend or renew any existing lease as shown on **Exhibit D** prior to closing, nor shall it enter into or execute any new lease of the Premises, in whole or in part; and (iv) Seller will indemnify, defend and hold harmless Buyer, its agencies, instrumentalities, commissioners, trustees, officers, employees, and agents, for and against all persons claiming an interest in possession of the Property or any portion thereof that is contrary to the representations in this paragraph. Said indemnification shall survive closing and any expiration or termination of this Contract. The provisions of this Section survive Closing.

- A. As a condition to close, Seller at its sole cost and expense, shall:  
no later than sixty days (60) prior to the scheduled closing date, provide Buyer with an estoppel letter for the tenant (Tenant Estoppel) in substantially the form attached hereto as Exhibit "E".

9. **LIENS.** Certified municipal and county liens, if any, and any special assessments, if any, shall be paid in full at or before closing by the Seller. If a pending lien has been filed against the subject Property which has not been certified as of the date of closing, and the work and improvements for which the lien was filed have been completed prior to the closing, despite the fact that the pending lien has not been certified, the Seller shall pay such lien or shall file a bond if such lien is in dispute. This section shall survive closing and any expiration or termination of this Contract.

10. **CLOSING.** The closing of this transaction shall be completed on the date that is the earlier to occur of thirty (30) days after the Effective Date of this Contract as defined in Section 25 below expiration of or June 30, 2025, unless otherwise extended as mutually agreed upon by both Buyer and Seller in writing in their sole and absolute discretion. The precise date, time and place of closing shall be set by Buyer which may be conducted by a mail away closing and shall occur no later than as provided above.

11. **TIME.** Buyer and Seller mutually agree to fully and timely execute such papers as deemed necessary by Buyer's and Seller's attorneys to complete the conveyance in accordance with the terms of this Contract. Time is of the essence with this Contract. All obligations herein are subject to acts of God or nature, which is beyond the control of Seller or Buyer.

12. **BROKERS.** Neither Miami-Dade County nor the Miami-Dade County Aviation Department hired a broker in connection with this Contract or transaction. Seller engaged Avison and Young as its broker ("Seller's Broker"). Any and all real estate fees or commissions legally payable to Seller's Broker or any real estate broker or agent shall be paid by Seller. Seller shall hold Buyer harmless from and against any and all claims, liability, cost, expense, damages, judgments and causes of action, including reasonable attorney's fees, based on real estate commissions legally due to Seller's Broker or to any real estate broker or real estate agent that makes a claim through the Seller. This section shall survive closing and any expiration or termination of this Contract.

13. EXPENSES. Buyer shall be responsible for recording fees related to the Warranty Deed Seller shall be responsible for the payment of Florida Documentary Stamp Taxes and Miami-Dade County Surtax on the Warranty Deed. Seller shall also be responsible for any and all brokerage fees related to the transfer of this Property as and to the extent provided in Section 12 above.

14. LOSS. All risk of loss to the Property shall be borne by Seller until transfer of title, provided that in the event of any loss or damage to the Property due to fire or other casualty prior to closing, Seller shall have no obligation to repair or restore the same and Buyer's sole remedy will be to elect to, on or before closing, terminate this Contract (to the extent Seller has not restored the same, which Seller may elect to do in its sole discretion) or proceed with closing without any reduction in the purchase price or assignment of any of Seller's insurance proceeds.

15. ACCESS. Seller warrants and represents that there is legal ingress and egress to the Property.

16. POSSESSION. Seller shall deliver possession of the Property and keys to all locks, if any, to Buyer at closing.

17. DEFAULT. If Seller defaults under this Contract, Buyer may waive the default and proceed with closing without reduction in the purchase price, seek specific performance or terminate this Contract. If Buyer defaults under this Contract, Seller may waive the default and proceed with closing, seek specific performance or terminate this Contract. Any such waiver shall be in writing. In no event shall either party be liable for any damages (actual, special consequential, punitive or otherwise) for any default under this Contract.

18. LITIGATION. In the event of any litigation arising out of this Contract, each party shall bear its own attorney's fees and costs, including appellate proceedings.

19. DISCLOSURE. Seller warrants that there are no facts known to Seller, which materially affect the value or integrity of the Property (whether structural or otherwise) which has not been disclosed by Seller to Buyer or which are not readily observable to Buyer.

20. SUCCESSORS IN INTEREST. This Contract shall be binding on the heirs, successors and assigns of the respective parties hereto and no third party will have any rights, privileges, or other beneficial interests herein or hereunder.

21. RIGHT TO ENTER PROPERTY. Seller agrees that Buyer and its agents shall, upon reasonable notice, have the right to enter the Property for all lawful purposes in connection with this transaction provided the Buyer shall indemnify and hold Seller harmless for damage or injury caused by the gross negligence or intentional misconduct of Buyer and its agents, within and to the extent of all limitations of Section 768.28, Florida Statutes.

22. RECORDING. This Contract or notice thereof may be recorded by Buyer in the minutes of the Clerk of the Board of County Commissioners, Miami-Dade County, Florida, but shall not be recorded in the official public records of the Clerk of the Court of Miami-Dade County, Florida.

23. ASSIGNMENT. Neither this Contract nor any interest therein shall be assigned by Buyer or Seller without the express written consent of each other.

24. ENTIRE AGREEMENT. This Contract contains the entire agreement between the parties

hereto as it pertains to the subject matter contained herein and shall supersede and take precedence over any and all prior and contemporaneous agreements and understandings between the parties hereto.

25. **EFFECTIVENESS.** The effectiveness of this Contract is contingent upon a public hearing approval pursuant to the Code of Miami-Dade County, and approval by the Federal Aviation Administration, and, if required in addition to Majority In Interest (MII) of Airlines approval, pursuant to Resolution R-769-18. The effective date of this Contract shall be the earlier of (1) the date of the 10-day expiration of the County Mayor's veto period subsequent to the approval and authorization of the execution of this Contract by the Board of County Commissioners of Miami-Dade County ("Board") without the County Mayor vetoing the BCC's resolution approving same or (2) the date on which the County Mayor approves the BCC-approved resolution authorizing the execution of this Contract, provided no motion to reconsider such approval is made by the Board ("Effective Date"). If a motion to reconsider approval hereof is made, then the Effective Date hereof shall be the date the Board reconsiders and approves this Contract. In the event that the Mayor vetoes the Board's approval, the Board approval shall not be effective in the absence of an override of the Mayor's veto, in which case such override date shall be the Effective Date. The actions of the Board and the Mayor in connection with the award or rejection of this Contract rest within their sole discretion. Additionally, in the event that the Majority In Interest (MII) carriers at MIA disapprove the use of capital funds for the purchase of the Premises, this agreement shall be voidable in the sole discretion of the Buyer.

26. **GOVERNING LAW.** This Contract is governed by and will be construed in accordance with the laws of the State of Florida, and in the event of any litigation concerning the terms of this Contract; proper venue thereof will be in Miami-Dade County.

27. **NOTICE.** All communications regarding this transaction shall be directed to those indicated below and shall be delivered in person, by third party courier (including overnight courier service such as Federal Express), by facsimile, or by certified mail, return receipt requested, postage prepaid, addressed to the party or person to whom notice is to be given, at the following addresses:

as to Buyer:     Ralph Cutié, Director and Chief Executive Officer  
                          Miami-Dade Aviation Department  
                          P.O. Box 025504  
                          Miami, FL 33102

C/O:                David Murray, Assistant County Attorney  
                          Miami-Dade County Attorney's Office  
                          4200 NW 36 Street  
                          Miami, FL 33166

as to Sellers:     TCG PL33, LLC  
                          2601 S Bayshore Dr. Suite 1000  
                          Miami, FL 33133

C/O:                Lissette Calderon  
                          2601 S Bayshore Dr. Suite 1000  
                          Miami, FL 33133



Copy to: Gunster Law Firm  
Brickell World Plaza  
600 Brickell Ave Suite 3500  
Miami, FL 33131  
Attn: Juan Muniz

and

Bilzin Sumberg Baena Price & Axelrod LLP  
1450 Brickell Avenue, 23rd Floor  
Miami, FL 33131  
Attn: Suzanne M. Amaducci

28. ADDITIONAL MATTERS. Notwithstanding anything in this Contract to the contrary:

(a) Tenancies.

- (i) Rent paid under the lease described on **Exhibit D** for the month in which closing occurs hereunder, shall be prorated as of the day prior to the closing (to the extent paid) and the security deposit paid under such lease that has not been applied by Seller pursuant to the terms thereof shall be credited to Buyer at the closing.
- (ii) Prior to and as a condition of Closing, Seller will deliver to Buyer copies of notices of termination to all existing Lessees or Sublessees on the Premises, such notices to have been sent to Lessees or Sublessees at least one day prior to closing, and which shall provide that termination is effective 60 days from the closing. At the closing, Seller and Buyer shall execute and deliver an assignment and assumption of the lease described in **Exhibit D** in form and substance reasonably acceptable to both parties and Buyer shall accept possession of the Property, subject to such tenancy, at the Closing.

(b) Title. Except for mortgages executed by Seller that encumber the Property, which Seller shall be obligated to discharge on or before Closing, in no event shall Seller be deemed to have any obligation to cure any title objections given under Section 6 of this Contract or otherwise. In furtherance of the foregoing, to the extent that there are title defects as to which Buyer has timely objected under Section 6 and Buyer nevertheless elects to close subject to such defects pursuant to the terms of Section 6, then it shall do so without reduction in the Purchase Price and shall accept title in its "as is" condition with respect thereto. Buyer shall have no right to extend the closing to the extent that any title objections remain uncured on the date of the closing.

(c) Inspections.

- (i) In no event shall Seller be deemed to have any obligation to clean-up or otherwise remediate any Hazardous Materials that Buyer discovers during its inspections of the Property under Section 7(a) above.
- (ii) In no event shall Seller be deemed to have any obligation to (x) repair or

remedy any conditions that Buyer discovers during its inspections of the Property under Section 7(b) above, or (y) obtain a 40-year certification for the Property, including, without limitation, the structures thereon.

- (d) Seller's and Buyer's remedies set forth in Section 17 of the Contract with respect to a default by other party hereto, shall be such other party's sole and exclusive remedies (with all other remedies being waived thereby).
- (e) **AS IS" PURCHASE.** Notwithstanding anything in this Contract, it is expressly understood and agreed that Buyer is acquiring the Property "AS IS", "WHERE IS" and "WITH ALL FAULTS", that Buyer is relying upon its inspections and all other evaluations of the Property or information pertaining thereto performed or made during the inspection period or otherwise, and that Seller has not made and does not and will not make any representations or warranties, express or implied, including any with respect to the quality, physical condition, expenses, legal status, title, zoning, value, utility or potential of the Property, the presence of Hazardous Materials on the Property or any other matter or thing affecting or relating to the Property or this Contract (including, without limitation, warranties of merchantability and or fitness for a particular purpose) which might be pertinent in considering whether to purchase the Property or to make and enter into this Contract, and Buyer hereby acknowledges that Seller has not made, and Buyer has not relied upon, any such representations. Seller is not liable or bound in any manner by any warranties, either expressed or implied, guaranties, or any promises, statements, representations or information pertaining to the Property or the value thereof made or furnished by any broker or any real estate agent employee, servant or other person representing or purporting to represent Seller. In addition, Seller is not obligated to cure any matters or defects that Buyer discovers with respect to the Property or to otherwise reduce the purchase price with respect to any such matters. All references in this Section to "Seller" shall be deemed to include Seller's affiliates, parents, members, representatives, contractors, agents and employees.
- (f) **RADON GAS.** Radon is a naturally occurring radioactive gas that, when it has accumulated in the 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.

[SIGNATURES APPEAR ON FOLLOWING PAGES]  
[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Buyer and Seller have duly executed this Contract effective as of the day and year above written.

**ATTEST:**

**JUAN FERNANDEZ-BARQUIN**

Clerk of the Court and Comptroller

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

Clerk

Mayor's designee

**BUYER:**

**MIAMI-DADE COUNTY**

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

County Mayor or the County

**Approved as to form**

**And legal sufficiency:**

Assistant County Attorney

The foregoing was accepted and approved on the \_\_\_\_ day of \_\_\_\_\_, 2025, by Resolution No. \_\_\_\_\_ of the Board of County Commissioners of Miami-Dade County, Florida.

IN WITNESS WHEREOF, the Grantor(s) have hereunto set their hand and seal the day and year first above written.

**TCG PL33, LLC**, a Florida limited liability company

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

Name: Lissette Calderon

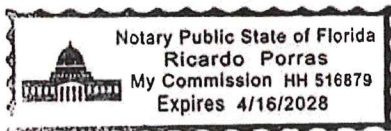
Title: Authorized Signatory

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

I HEREBY CERTIFY, that on this 21<sup>ST</sup> day of MARCH, 2025, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Lissette Calderon, as Authorized Signatory of **TCG PL33, LLC, a Florida** Limited Liability Company personally known to me, or proven by producing the following identification: \_\_\_\_\_ to be the person(s) who executed the foregoing instrument freely and voluntarily for the purposes therein expressed.

NOTARY SEAL/STAMP



\_\_\_\_\_  
Notary Signature

Print Name: RICARDO PORRAS

Notary Public, State of FLORIDA

My commission expires: 4-16-2028

Commission/Serial No. HH516879

**EXHIBIT A**

All of Tract "A" of INDUSTRIAL PARK NO. 1, according to the Plat thereof, recorded in Plat Book 77, at Page 93, of the Public Records of Miami-Dade County, Florida; LESS the following portion of said Tract "A":

Commence at the intersection of the center lines of N.W. 33rd Avenue and N.W. 22nd Street Road as the same is shown on the Plat of INDUSTRIAL PARK NO. 1; thence run South 41 degrees 00 minutes 26 seconds West along the center line of N.W. 33rd Avenue for a distance of 50.34 feet to the Point of Beginning of a tangential circular curve concave to the Northwest; thence continue in a Southwesterly direction along the centerline of N.W. 33rd Avenue and along said circular curve, having a radius of 445.90 feet, through a central angle of 26 degrees 03 minutes 09 seconds for an arc distance of 202.75 feet to a point; thence run South 22 degrees 56 minutes 25 seconds East along a line radial to the last described curve, for a distance of 35.0 feet to a point on the Southeasterly right of way line of N.W. 33rd Avenue, the same being a point on the circular curve to the Northwest, also being the Northwest corner of Tract "A" of said INDUSTRIAL PARK NO. 1 and also being the Point of Beginning of the parcel of land herein described; thence run South 3 degrees 01 minutes 00 seconds West along the West boundary line of said Tract "A" for a distance of 173 feet, more or less, to a point on the North bank of the Tamiami Canal; thence run in an Easterly direction, meandering the North bank of the Tamiami Canal for a distance of 150 feet, more or less, to a point 150.0 feet East of, as measured at right angles to, the West boundary line of said Tract "A"; thence run North 3 degrees 01 minutes 00 seconds East along a line parallel to the West boundary line of said Tract "A" for a distance of 173 feet, more or less, to a point; thence run North 36 degrees 47 minutes 50 seconds West for a distance of 82.01 feet to a point on the Northwesterly boundary line of said Tract "A"; also being a point on the Southeasterly right of way line of N. W. 33rd Avenue and also being a point on a circular curve concave to the Northwest whose center bears North 36 degrees 47 minutes 50 seconds West from said point; thence run in a Southwesterly direction along the Northwesterly boundary line of said Tract "A" and also being along the Southeasterly right of way line of N.W. 33rd Avenue and also being along said circular curve concave to the Northwest, having a radius of 480.90 feet through a central angle of 13 degrees 51 minutes 25 seconds for an arc distance of 116.31 feet to the POINT OF BEGINNING.

**TOGETHER WITH:**

The West half of that portion of NW 32nd Avenue in the SE 1/4 of Section 28, Township 53 South, Range 41 East, Miami-Dade County, Florida, vacated by that certain Resolution No. R-546-99 Granting Petition to Close NW 32nd Avenue from NW 24th Street Road South for approximately 157 feet. Being more particularly described as follows:

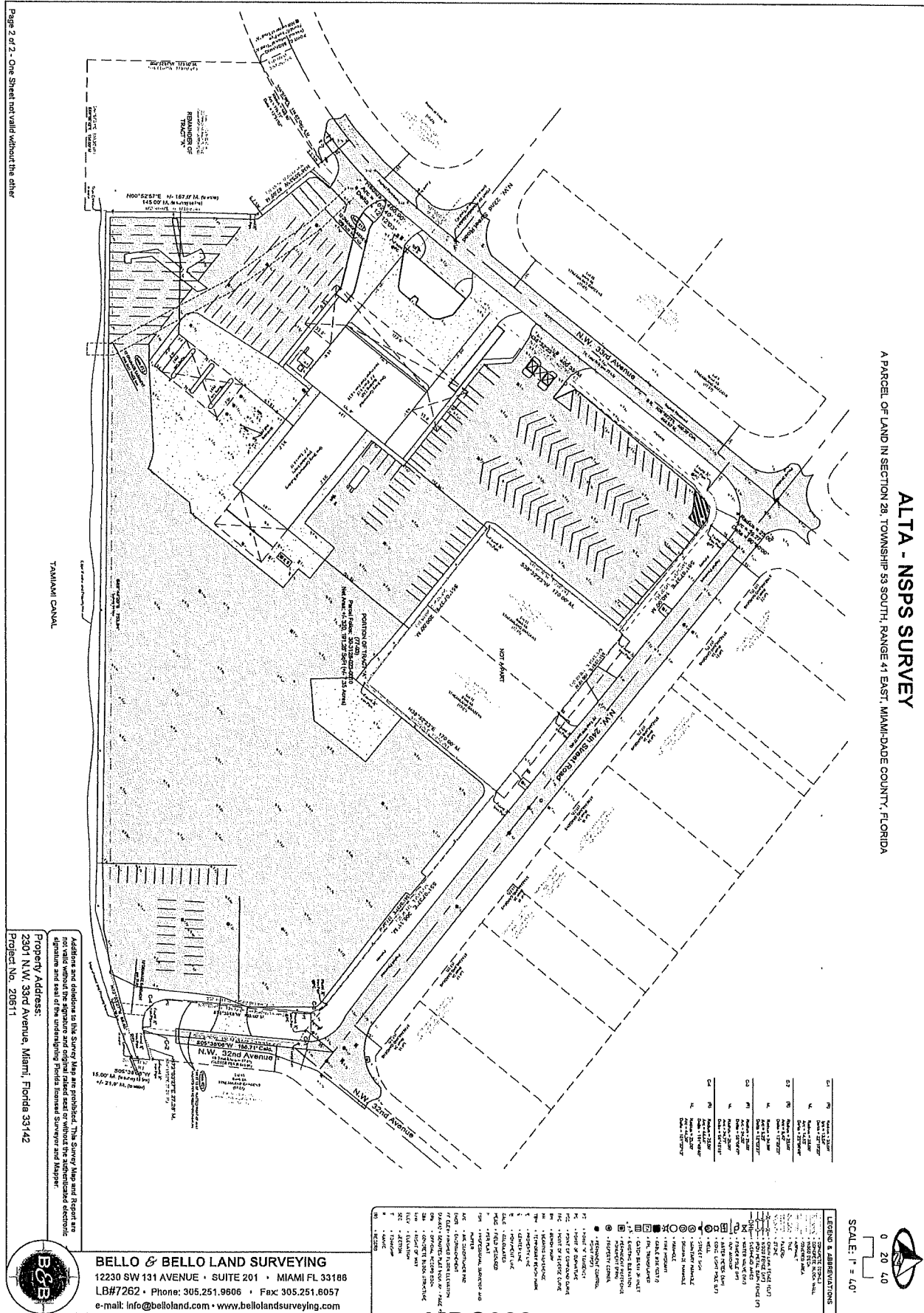
Commence at the Northeasterly corner of Lot 6 in Block 3 of STREAMLAND GARDENS according to the plat thereof recorded in Plat Book 17 at Page 27 of the Public Records of Miami-Dade County, Florida, thence run S 41° 00' 26" W also the Northwesterly line of Lot 6 in said Block 3 for a distance of 163.98 feet to the point of curvature of a circular curve concave to the Southeast, said point of curvature along being the Point of Beginning of the following described parcel: Thence run along the circular curve concave to the Southeast having a radius of 50 feet; through a central angle of 33° 14' 15" for an arc distance of 29.01 feet to, a point of tangency; thence run S 7° 46' 11" W along the west line of Lot 6 in said Block 3 also being the Easterly right-of-way line of NW 32nd Avenue for a distance of 143.77 feet to a point of intersection with Tract A of INDUSTRIAL PARK NO. 1 according to the plat thereof recorded in Plat Book 77 at Page 93 of the Public Records of Miami-Dade County, Florida thence run S 74° 11' 30" W

for a distance of 27.28 feet to a point of curvature of a circular curve concave to the Northeast; thence run along the arc of said circular curve concave to the Northeast, having a radius of 25 feet, through a central angle of  $113^{\circ} 34' 41''$ , for an arc distance of 49.56 feet to a point of tangency; thence run  $N 7^{\circ} 46' 11'' E$  along a line tangent to the last described curve also being the West right-of-way line of NW 32nd Avenue for a distance of 135.00 feet to the point of curvature of a circular curve concave to the southwest, thence run Northwesterly along the arc of said circular curve concave to the Southwest having a radius of 25 feet, through a central angle of  $56^{\circ} 45' 45''$  for an arc distance of 24.77 feet to a point of tangency; thence run  $S 48^{\circ} 59' 34'' E$  along the Southeasterly prolongation of the Northeasterly line of said Tract "A" for a distance of 33.78 feet to point of curvature of a circular curve concave to the North; thence run Northeasterly along the arc of said circular curve concave to the North having a radius of 35.00 feet, through a central angle  $90^{\circ} 00' 00''$  for an arc distance of 54.98 feet to the Point of tangency; thence run  $N 41^{\circ} 00' 26'' E$  along a line tangent to the last described curve for a distance of 5.05 feet to the Point of Beginning.

## EXHIBIT B

## ALTA - NSPS SURVEY

A PARCEL OF LAND IN SECTION 28, TOWNSHIP 53 SOUTH, RANGE 41 EAST, MIAMI-DADE COUNTY, FLORIDA





## Exhibit C

This instrument was prepared by:  
Jose Vidal  
Miami-Dade Aviation Department  
P.O. Box 025504  
Miami, FL 33102

Return to:  
National Title & Abstract Company  
711 NW 23 Avenue, Suite 101  
Miami, Florida 33125

**Folio Numbers: 30-3128-023-0010**

**USER DEPT: Miami-Dade Aviation Department**

{SPACE ABOVE THIS LINE RESERVED FOR RECORDING DATA}

**WARRANTY DEED**

This Warranty Deed made this \_\_\_\_\_ day of \_\_\_\_\_, 2025, between **TCG PL33, LLC**, a Florida Limited Liability Company ("**Grantor**") whose post office address is 2601 S Bayshore Dr., Suite 1000, Miami, FL 33133 and **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida, whose post office address is 111 NW 1<sup>st</sup> Street, Suite 17-202, Miami Florida 33128 c/o Miami-Dade Aviation Department, P.O. Box 025504, Miami, FL 33102 ("**Grantee**").

**WITNESSETH:**

The **Grantor**, on behalf of itself, its executors, administrators, successors, representatives and assigns, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the **Grantor**, hereby does grant, bargain, sell, alienate, remise, release, convey and confirm unto **Grantee** and Grantee's heirs, executors, administrators, successors, representatives and assigns, forever, all that certain land situate and being in Miami-Dade County, Florida (the "Property"), as described to wit:

See Exhibit "A" Attached hereto.

THIS CONVEYANCE IS MADE SUBJECT TO: (1) zoning and other regulatory laws and ordinances affecting the Property, if any; and (2) easements, reservations, restrictions, rights of way, and other matters of record, if any, without the intent to reimpose or reinstate same hereby.

Exhibit C

TOGETHER WITH all the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining to the above-described real estate.

TO HAVE AND TO HOLD the same in fee simple forever, together with all singular the rights, members and appurtenances thereof.

AND **Grantor** hereby covenants with **Grantee**: 1.) that **Grantor** is lawfully seized of the Property hereby conveyed in fee simple; 2.) that **Grantor** has good right and lawful authority to sell and convey the Property; and 3.) that **Grantor** hereby fully warrants the title to the Property and will defend the same against the lawful claims of all persons whomsoever.

**INTENTIONALLY LEFT BLANK**

**IN WITNESS WHEREOF**, Buyer and Seller have duly executed this Contract as of the day and year above written.

TCG PL33, LLC,  
a Florida limited liability company

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

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I HEREBY CERTIFY, that on this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared \_\_\_\_\_, **as Manager of TCG PL33, LLC**, a Florida limited liability company personally known to me, or proven by producing the following identification: \_\_\_\_\_ to be the person(s) who executed the foregoing instrument freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal in the County and State aforesaid, the day and year last aforesaid.

NOTARY SEAL/STAMP

\_\_\_\_\_  
Notary Signature  
Print Name: \_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
My commission expires: \_\_\_\_\_  
Commission/Serial No. \_\_\_\_\_

Approved for Legal Sufficiency:

\_\_\_\_\_

THE FOREGOING was approved by the Miami-Dade County Board of County Commissioners, pursuant to Resolution No. \_\_\_\_\_ dated \_\_\_\_\_

**EXHIBIT D**

**TENANCIES**

**Tenant**

SISTEMAS R & P LLC  
A Florida Limited Liability Company  
DBA: One Switch Rent-A-Car  
EIN: 45:2870675  
2301 NW 33<sup>rd</sup> Avenue  
Miami, FL 33142

Lease term ended January 31, 2024, currently Month to Month

## EXHIBIT E

## TENANT ESTOPPEL LETTER

Date: \_\_\_\_\_

To: \_\_\_\_\_ (tenant)

Re: Commercial Lease Agreement

Landlord: \_\_\_\_\_

Tenant: \_\_\_\_\_

Property: \_\_\_\_\_

Dear \_\_\_\_\_

Please be advised that the property referenced above is being sold on \_\_\_\_\_  
(the "Closing Date"). Please certify the following information as true and correct:

1. Attached is a true and correct copy of the Commercial Lease Agreement for the above-referenced property, including any extensions or amendments, (the "Lease").
2. There are no past due amounts owed to the Landlord. All rents are current.
3. The Landlord has complied with the Lease and there are no moneys due to the Tenant.
4. The current monthly rent is \$\_\_\_\_\_
5. The Landlord was paid a Security Deposit in the amount of \$\_\_\_\_\_
6. The Landlord was paid advanced rent in the amount of \$\_\_\_\_\_ for first and last month's rent.
7. The rental installment due under the Lease for the current Rental Installment Period beginning \_\_\_\_\_ will be paid to \_\_\_\_\_ ("New Owner"), in the amount of \$\_\_\_\_\_, pursuant to payment instructions to be provided by new Owner.
8. The premises were rented \_\_\_\_ furnished \_\_\_\_ unfurnished
9. The tenants [ ] do [ ] do not have an option to purchase, option for any additional term, or right of first refusal.

## EXHIBIT E

We, the undersigned, verified and confirm that the above information is true and correct.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. All owners who signed the lease must sign this letter.

Landlord

Tenant

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Instrument Prepared by and Return To:  
 Jose Vidal  
 Miami-Dade County Aviation Department  
 P.O. Box 025504  
 Miami FL 33102-5504

Folio Nos: 30-3128-023-0010

### OWNERSHIP DISCLOSURE AFFIDAVIT

STATE OF FLORIDA )  
 COUNTY OF MIAMI-DADE )

Before me, the undersigned authority, personally appeared, Lisette Calderon on this 1<sup>ST</sup> day of MAY, 2025, who, first being duly sworn, as required by law, subject to the penalties prescribed for perjury, deposes and says:

1) Affiant(s) have read the contents of this Affidavit, have actual knowledge of the facts contained herein, and state that the facts contained herein are true, correct, and complete.

2) TCG PL 33, INC whose address is 2601 S. Bayshore Drive Ste 1000 Miami FL 33133, with Federal Tax Identification No. 88-3442733 will be the record seller(s) of the real property more particularly described in Exhibit "A" attached hereto and made a part hereof (hereinafter called the "Property") being contracted or transacting business with Miami-Dade County. The following is a list of every individual and entity holding an ownership interest in the disclosing entity:

<u>Full Name (Including Middle)</u>	<u>Date of Birth</u>	<u>Address</u>	<u>Interest %</u>
See Detailed Schedule that follows			



Full Name (Including Middle)	Date of Birth	Address	Interest %
Miguel B Fernandez		121 Alhambra Plaza, Suite 1100, Coral Gables, FL 33134	1.73030%
George M Fernandez		121 Alhambra Plaza, Suite 1100, Coral Gables, FL 33134	17.04394%
Alex M Fernandez		121 Alhambra Plaza, Suite 1100, Coral Gables, FL 33134	17.04394%
Michelle E Fernandez		121 Alhambra Plaza, Suite 1100, Coral Gables, FL 33134	17.04394%
Michael B Fernandez		121 Alhambra Plaza, Suite 1100, Coral Gables, FL 33134	17.04394%
Cristofer M Fernandez		121 Alhambra Plaza, Suite 1100, Coral Gables, FL 33134	17.04394%
Lissette M. Calderon	5/20/1974	7528 Los Pinos Blvd, Coral Gables, FL 33143	10.00%
Suzanne Amaducci-Adams		c/o Bilzin Sumberg, 1450 Brickell Avenue, Suite 2300, Miami, FL 33131	0.35%
Margaret Nee		c/o Bilzin Sumberg, 1450 Brickell Avenue, Suite 2300, Miami, FL 33131	0.35%
Alexandra Lehson		c/o Bilzin Sumberg, 1450 Brickell Avenue, Suite 2300, Miami, FL 33131	0.35%
John Sumberg		c/o Bilzin Sumberg, 1450 Brickell Avenue, Suite 2300, Miami, FL 33131	0.05%
Joanne L Sumberg		c/o Bilzin Sumberg, 1450 Brickell Avenue, Suite 2300, Miami, FL 33131	1.00%
Pedro Erigoyen	8/28/1980	7835 SW 85th Court, Miami, FL 33143	0.74%
Odalys Flores	9/3/1974	7835 SW 85th Court, Miami, FL 33143	0.02%
Melissa Pallet-Vasquez		1450 Brickell Avenue, Suite 2300, Miami, FL 33131	0.19%

FURTHER AFFIANT SAYETH NOT.

[Signature]

Witness

RICARDO PORRAS

Print

Michael Sueiro

Witness

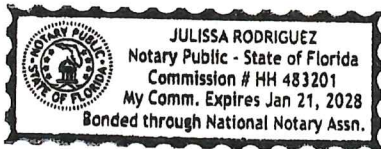
Michael Sueiro

Print

STATE OF FLORIDA                     )  
COUNTY OF MIAMI-DADE         )

I HEREBY CERTIFY, that on this 1<sup>ST</sup> day of MAY, 2025, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared, Lissette Calderon, personally known to me, or proven, by producing the following identification: \_\_\_\_\_ to be the person who executed the foregoing instrument freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official Seal at Miami, in the County and State aforesaid, on this, the 1<sup>ST</sup> day of MAY, 2025



NOTARY SEAL / STAMP

AFFIANT:

By: [Signature]

Date: 5-1-2025

[Signature] (SEAL)  
Notary Public

Julissa Rodriguez  
Print Name  
Notary Public, State of Florida  
My Commission expires 01/21/2028