

Memorandum



Date: March 3, 2026

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

Agenda Item No. 8(F)(2)

From: Daniella Levine Cava *Daniella Levine Cava*
Mayor

Subject: Lease Agreement between Meadows at Bird Road, LLC and Miami-Dade County for Property Located at the Meadow Shopping Center 4284-4288 SW 152 Avenue, Miami, Florida 33185
Lease No. 30-4921-001-0210-L02

Executive Summary

This item is for the approval of a Lease Agreement (Lease) between Meadows at Bird Road, LLC (Landlord), a Delaware limited liability company, and Miami-Dade County (County), as tenant, for approximately 3,596 rentable square feet of air-conditioned and heated commercial space located at 4284–4288 SW 152 Avenue, within the Meadows Shopping Center in Miami, Florida (Premises). The County has occupied the Premises since March 2003 for the operation of the Lakes of the Meadow Branch Library. The Lease has an initial term of five years, with one additional five-year option to renew at the County's sole discretion. People and Internal Operations Department's (PIOD) Office of Real Estate and Development (ORED) led negotiations to ensure the Lease reflects updated operational and fiscal terms.

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the terms and authorize the execution of the Lease between the County and the Landlord for continued operation of the Lakes of the Meadows Branch Library at 4284–4288 SW 152 Avenue, Miami, Florida 33185. More specifically, the resolution effectuates the following:

- Approves the lease of approximately 3,596 square feet of air-conditioned and heated commercial space, together with non-exclusive use of on-site parking spaces in common with other tenants;
- Authorizes an initial lease term of five years, and one additional five-year option to renew; and
- Authorizes the County Mayor or Mayor's designee to execute the Lease and all rights conferred therein.

Scope

The Premises is located in Commission District 11, which is represented by Commissioner Roberto J. Gonzalez.

Fiscal Impact/Funding Source

The fiscal impact to the County for the first year of the Lease is estimated at \$209,370.23, which is comprised of :

- \$129,635.76 in base rent (\$36.06 per square foot);

- \$6,481.79 in lease management fees (5% of base rent) payable to ORED for lease administration; and
- \$73,252.68 in estimated operating expenses including CAM, property insurance, real estate taxes, janitorial and electrical services, water and sewer, and license and permit fees.

Annual base rent will increase by approximately three percent beginning in Lease Year 2. Should the County exercise the five-year renewal option, the total estimated fiscal impact for the ten-year term is \$2,423,816.47, inclusive of all rental and operating costs

The funding source is Library District Fund (Fund SL001). This item is included in the Library's FY 2025-26 Proposed budget book Volume 2, page 189 under the Other Operating category.

ORED conducted an in-house survey of the comparable rentals in the immediate area to determine the market rental value of similar properties. The findings are provided below.

- 14630-14650 SW 26 Street, Second Floor, Miami, Florida - \$31.00 - \$38.00 per square foot on an annual basis.
- 4210-4292 SW 152 Avenue, First Floor, Miami, Florida - \$36.00 - \$42.00 per square foot on an annual basis.
- 13716-13746 SW 56 Street, First Floor, Miami, Florida - \$45.00 per square foot on an annual basis.

Track Record/Monitor

The County has no record of negative performance with the Landlord. Christiane Kruger, ORED, will be responsible for monitoring the Lease.

As required by Section 2-8.6.5 of the County Code, the ownership structure of Meadows at Bird Road, LLC is as follows:

- Meadows at Bird Road, LLC, a Delaware limited liability company, is the Landlord.
- Its sole member is GS REIT Operating Partnership, L.P.
- GS REIT Operating Partnership, L.P. is advised by Goldman Sachs & Co. LLC.
- Dirk Degenars, as an Authorized Signatory of Meadows at Bird Road, LLC (through Goldman Sachs), has authority to execute agreements related to this Lease on behalf of the Landlord.

Delegation of Authority

This item authorizes the County Mayor or the County Mayor's designee to execute the Lease, to take all actions necessary to effectuate its terms, and to exercise all rights conferred therein, including renewal and termination.

Background

The Lakes of the Meadow Branch Library has operated at this location since March 2003, serving as a vital community resource. The County exercised all renewal options under the prior lease, which expired June 30, 2024. The County has remained in holdover status pending execution of the new lease.

ORED's Real Estate Section negotiated a Lease that reflects current County policy and operational needs. Under the Lease:

Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners
Page No. 3

- The County is responsible for janitorial, extermination, recycling, waste removal, insurance, and separately metered utilities;
- The Landlord remains responsible for maintaining the property structure, HVAC, taxes, and common areas;
- The County may terminate the Lease without cause upon 90 days' written notice; and
- The Landlord may terminate the Lease upon Tenant default, subject to cure provisions.

The County's rent obligation begins on the Lease's effective date.



Carladenise Edwards
Chief Administrative Officer



MEMORANDUM
(Revised)

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

DATE: March 3, 2026

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(F)(2)

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(F)(2)
3-3-26

RESOLUTION NO. _____

RESOLUTION APPROVING, PURSUANT TO SECTION 125.031, FLORIDA STATUTES, A LEASE AGREEMENT BETWEEN MEADOWS AT BIRD ROAD, LLC, AS LANDLORD, AND MIAMI-DADE COUNTY, AS TENANT, FOR THE PREMISES LOCATED AT 4284-4288 SW 152 AVENUE, MIAMI, FLORIDA 33185, TO BE UTILIZED BY THE MIAMI-DADE PUBLIC LIBRARY SYSTEM AS THE LAKES OF THE MEADOWS BRANCH LIBRARY, FOR A FIVE-YEAR INITIAL TERM, WITH ONE, FIVE-YEAR OPTION TO RENEW, AND HAVING AN ESTIMATED FISCAL IMPACT TO THE COUNTY OF \$2,423,816.47 FOR THE ENTIRE 10-YEAR PERIOD; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO (1) EXECUTE THE LEASE, (2) EXERCISE ALL RIGHTS CONFERRED IN THE LEASE, AND (3) TAKE ALL ACTIONS NECESSARY TO EFFECTUATE SAME

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

WHEREAS, Meadows at Bird Road, LLC, a Delaware Limited Liability Company, ("Landlord") owns the premises located at 4284-4288 SW 152 Avenue, Miami, Florida 33185 (Folio Number 30-4921-001-0210) ("Premises"); and

WHEREAS, the County is authorized, pursuant to section 125.031, Florida Statutes, to enter into leases for properties needed for a public purpose; and

WHEREAS, the County desires to lease the Premises, consisting of approximately 3,596 rentable square feet, to be utilized by the Miami-Dade Public Library System as the Lakes of the Meadows Branch Library,

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

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

Section 2. This Board hereby approves, pursuant to Section 125.031, Florida Statutes, the lease agreement (“Lease”) between the County and Landlord, in substantially the form attached hereto as Attachment “1,” for the use and occupancy of the Premises, with an estimated fiscal impact for the initial five-year term of \$1,111,095.86 and, should the one, five-year option to renew be exercised, an estimated total fiscal impact for the entire 10-year period of \$2,423,816.47. These amounts include base rent, a lease management fee of five percent of annual base rent payable to the Office of Real Estate and Development, and the County’s proportionate share of common area maintenance, real estate taxes, and property insurance premiums, together with other operating costs consisting of janitorial services, electrical services, water and sewer service, and license and permit fees.

Section 3. This Board authorizes the County Mayor or County Mayor’s designee to execute the Lease for and on behalf of the County, to exercise all rights conferred therein including but not limited to the right of termination and renewal, and to take all actions necessary to effectuate same.

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	Vicki L. Lopez
Natalie Milian Orbis	Raquel A. Regalado
Micky Steinberg	

The Chairperson thereupon declared this resolution duly passed and adopted this 3rd day of March, 2026. 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.

JRA

Juliette R. Antoine

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") made on the ____ day of _____, 2025 ("Effective Date") by and between MEADOWS AT BIRD ROAD, LLC, a Delaware limited liability company, hereinafter called the "Landlord," and MIAMI-DADE COUNTY, a political subdivision of the State of Florida, hereinafter called the "Tenant" (Landlord and Tenant, each a "Party", and collectively, the "Parties").

WHEREAS, the Landlord owns the property located at 4284-4288 SW 152 Avenue, Miami, Florida 33185; and

WHEREAS, Tenant currently leases from Landlord and Landlord leases to Tenant 3,596 rentable square feet of commercial space located at 4284-4288 SW 152 Avenue, Miami, Florida 33185 ("Demised Premises"), which is located within the Meadows Shopping Center ("Shopping Center") located at 4210 SW 152 Avenue, Miami, Florida 33185, having Folio Number: 30-4921-001-0210 ("Property"). A Summary Report of the Property, land and appurtenances is attached hereto, marked as Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, the Landlord wishes to lease to Tenant, and Tenant desires to lease from Landlord, the Demised Premises (as defined herein), pursuant to the terms and conditions of this Lease, as detailed herein.

Now, therefore, in light of the foregoing facts and circumstances, the Tenant hereby agrees to lease from the Landlord a certain portion of the aforementioned Property, consisting of approximately 3,596 rentable square feet of commercial space, together with on-site parking in common with other tenants, for the Initial Term (defined below), with one (1) option to renew for the Renewal Term (defined below), in accordance with all of the terms and conditions of this Lease.

WITNESSETH:

ARTICLE 1
DEMISED PREMISES

1.1 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 Demised Premises consisting of 3,596 square feet of commercial space located at 4284-4288 SW 152 Avenue, Miami, Florida 33185 (the "Demised Premises"), which is located within the Meadows Shopping Center ("Shopping Center"), located at 4210 SW 152 Avenue, Miami, Florida 33185, having Folio Number: 30-4921-001-0210 ("Property"). The Property is comprised of 80,232 square feet of commercial space.

1.2 Common Areas. Landlord grants to Tenant and Tenant's guests and invitees the non-exclusive right to use the areas designated by Landlord from time to time as Common Areas. The term "Common Areas" shall mean the part of the Shopping Center designated by Landlord from time to time for the common use of all tenants, including (to the extent the same are constructed), but not be limited to, the parking areas, sidewalks, landscaped areas, corridors, stairways, boundary walls and fences, driveways, loading areas and all other areas or improvements which currently exist or which may be provided by Landlord for the common use of the tenants of the Property. Tenant and its employees, customers, subtenants, licensees and concessionaires shall have a non-exclusive license to use the Common Area in common with Landlord, other tenants of the Shopping Center and other persons permitted by Landlord to use the same, subject to the terms and conditions of this Lease, any instruments of record to which the Shopping Center is subject and applicable laws. Landlord may promulgate and modify from time-to-time rules and regulations for the safety, care or cleanliness of the Shopping Center with which Tenant, its employees, agents, visitors and invitees shall comply. Landlord may modify the Common Areas at any time and may temporarily close any part of the Common Area for such periods of time as may be necessary to prevent the public from obtaining prescriptive rights or to make repairs or alterations. Landlord may designate areas in which Tenant's employees shall be required to park, and Tenant shall cause its employees to park in such areas.

1.3 Parking. In addition, the Landlord and Tenant hereby acknowledge and agree that the Tenant shall have at all times during the Term (defined below) or any renewal thereof, the non-exclusive right to use the on-site parking in the Common Areas in common with other tenants of the Shopping Center.

ARTICLE 2 TERM

2.1 Term. The term of this Lease will be for an initial term of five (5) years ("Initial Term"), commencing on the earlier of (i) August 1, 2025, or (ii) the first day of the next calendar month following the date of the resolution by the Board of County Commissioners (the "Board") approving this Lease, so long as the required ten (10) day veto period for the County Mayor has passed, or has been waived; or if the County Mayor has vetoed this Lease, then the Lease Commencement Date shall be the date that it is subsequently approved by two-thirds of the Board. ("Commencement Date") and will end five (5) years thereafter ("Expiration Date"), herein defined as the term of the Lease ("Term"). The Tenant shall send the Landlord a Letter of Commencement, identifying both the Commencement Date and the Expiration Date of the Lease; provided, however, execution and delivery of such documentation shall in no event delay, or be required for the effectiveness of any such dates.

2.2 Renewal Term. Provided Tenant is not otherwise in default of this Lease and has not assigned its interest in and to this Lease and has provided evidence of self-insurance reasonably satisfactory to Landlord, Tenant, through its County Mayor or Mayor's designee, may extend this Lease for a renewal term consisting of five (5) additional years, at the option of the Tenant ("Renewal Term") (the Initial Term and the Renewal Term, collectively, the "Term"), by serving advance written notice to the Landlord no later than six (6) months before the Expiration Date of the Initial Term. If Tenant timely notifies Landlord that

Tenant exercises the Renewal Term granted herein, then the Term shall be extended on the same terms provided in this Lease, except (a) the Base Rent payable for each month during the Renewal Term shall be as set forth in the Rent Schedule in Section 3.1 hereinbelow, (b) Landlord shall lease to Tenant the Demised Premises in their then-current condition, and Landlord shall not provide to Tenant any allowances (e.g., moving allowance, construction allowance, and the like) or other tenant inducements, and (c) following the exercise of the Renewal Term, Tenant shall have no further renewal extensions unless expressly granted by Landlord in writing. Tenant's option to renew right shall terminate if (1) this Lease or Tenant's right to possession of the Demised Premises is terminated, (2) Tenant assigns any of its interest in this Lease or sublets any portion of the Demised Premises, except for a permitted assignment or sublease, or (3) Tenant fails to timely exercise its option, time being of the essence with respect to Tenant's exercise thereof.

ARTICLE 3
RENT

3.1 Rent. The base rent ("Base Rent") for the Initial Term and the Renewal Term shall be payable (in the amounts set forth in the schedule below), to Landlord, on or before the first day of each calendar month, without notice, demand, deduction or set-off (except as otherwise expressly provided herein) by good and sufficient check drawn on a national banking association, at Landlord's address provided for in this Lease or as otherwise specified by Landlord and shall be accompanied by all applicable state and local sales or use taxes; however, at the present time there are no sales or use taxes because of the Tenant's status as a government entity and being exempted from such taxes. Notwithstanding, should the Tenant's status change, the Tenant shall pay the corresponding sales and use taxes to the Landlord. The obligations of Tenant to pay Base Rent and other sums to Landlord and the obligations of Landlord under this Lease are independent obligations. Rent payments shall be made to the address set forth in Article 21 hereinbelow, or to such other place or person as Landlord may from time to time designate in writing, as set forth herein.

Rent Schedule

Initial Term:

<u>Lease Year</u>	<u>Monthly Rent</u>	<u>Annual Rent</u>
1	\$10,802.98	\$129,635.76
2	\$11,127.07	\$133,524.84
3	\$11,460.89	\$137,530.68
4	\$11,804.71	\$141,656.52
5	\$12,158.85	\$145,906.20

Renewal Term:

<u>Lease Year</u>	<u>Monthly Rent</u>	<u>Annual Rent</u>
1	\$12,523.62	\$150,283.44
2	\$12,899.33	\$154,791.96
3	\$13,286.31	\$159,435.72
4	\$13,684.90	\$164,218.80
5	\$14,095.45	\$169,145.40

3.2 Annual Adjustment of Base Rent. The Base Rent for the second through the fifth lease year of the Initial Term, and for each lease year of the Renewal Term, as applicable, the Base Rent shall be increased by approximately three (3%) percent each year, as outlined in the Rent Schedule above.

3.3 The Landlord acknowledges and agrees that the rental payment for the month of October, of each year, will be processed by the Tenant after the close of the Tenant's fiscal year on September 30th of each year, and which will be paid to Landlord no later than October 31st of each year, and shall not be deemed late. Therefore, the Rent payment for the month of October of each year may be delayed and payment will not be considered late, and Landlord shall not assess any late penalty to Tenant.

ARTICLE 4
ADDITIONAL RENT

4.1 Throughout the Term and any extension thereof, Tenant agrees to pay to the Landlord, in addition to the Base Rent otherwise specified herein, its pro rata share of the Property's Common Area Costs (defined below), including real estate taxes and property insurance premiums herein called additional rent ("Additional Rent"). Tenant's pro rata share shall be the Tenant's ratio of rentable square footage of the Demised Premises to the total rentable square footage of the Property, which is 4.48% (the "Proportionate Share"). For clarification purposes the Proportionate Share is calculated by the numerator being 3,596 square feet representing the square footage leased by the Tenant and divided by the denominator, which is the total rentable square footage of the Shopping Center 80,232 square feet, yielding 4.48% as the Tenant's Proportionate Share. The Tenant's Proportionate Share for the first year of the Initial Term, including real estate taxes, insurance, and Common Area Costs, is estimated to be Ten Dollars and Forty-Four Cents (\$10.44) per square foot, or approximately \$37,542.24 on an annual basis (\$3,128.52 monthly), and shall be payable to Landlord as Additional Rent, on a monthly basis. Should the total rentable square footage of the Property increase, the Tenant's Proportionate Share shall be recalculated accordingly. Within one hundred and twenty (120) days (or a reasonable time thereafter) after the end of each calendar year, Landlord shall deliver to Tenant a statement of Common Area Costs (defined below) for such calendar year and Tenant shall pay Landlord or Landlord shall credit Tenant, within sixty (60) days of receipt of such statement, the amount of any excess or Tenant shall pay any deficiency in Tenant's payment of its Proportionate Share of Common Area Costs (defined below) for such calendar year.

4.2 Common Area Costs, as defined herein, are the cost for maintenance, repairs, and services for Common Area expenses associated with the Property (collectively, "Common Area Costs"). Common Area Costs shall include the items specified on Exhibit D. The Common Area Costs are and shall mean expenses of any kind or nature which are incurred with respect to the repairing, managing, administering, replacing, improving and maintaining of the Common Areas of the Property, during a calendar year. Common Area Costs includes costs and expenses incurred by the Landlord, including costs in cleaning, lighting, landscaping, repairing, and maintaining all of the common areas of the Property, including access ways and loading/parking zone area(s) contiguous to the Property and available for use by occupants of the Property by reason of leasehold rights, or if Landlord is otherwise required to maintain or repair same. Common Area Costs shall not include those costs and/or expenses that are the sole financial responsibility of another tenant in the building or Shopping Center and/or the Landlord, such as, but not limited to, a leased space, the structural portions of another tenant's leased space, or the Landlord's maintenance duties outlined in Article 7. Tenant's estimated Proportionate Share of Common Area Costs for Year 1 of the Lease is \$6.21 per square foot.

The real estate taxes for which the Tenant shall be responsible for reimbursing the Landlord shall be based on the November amount as assessed by the County's Property Appraiser. Tenant shall pay its Proportionate Share of real estate property taxes, which for Year 1 is estimated at \$3.15 per square foot. Thereafter, such Proportionate Share will be based on the then-current year's ad valorem taxes (minus any applicable discounts). Tenant shall also be responsible for its Proportionate Share of the Property Insurance Premium, which for Lease Year 1 is estimated at \$1.08 per square foot, and property insurance premiums, as further specified in Article 18 below.

4.3 Expense Reconciliation. Within one hundred and twenty (120) days (or a reasonable time thereafter) after the end of each calendar year, Landlord shall deliver to Tenant a reconciliation statement of Common Area Costs ("Reconciliation Statement"), along with supporting documentation, such as invoices and proof of payment, upon Tenant's reasonable request, and to the extent such supporting documentation is readily available to Landlord, for such calendar year, and Tenant shall pay Landlord or Landlord shall credit Tenant (or, if such adjustment is at the end of the Term, pay Tenant), within sixty (60) days after Tenant's receipt of such Reconciliation Statement, the amount of any excess or deficiency in Tenant's payment of its Proportionate Share of Common Area Costs for such calendar year. At Tenant's request, Landlord shall use commercially reasonable efforts to provide a Reconciliation Statement broken out by line-item ("Reconciliation Statement Breakdown"); provided, however, Landlord's failure to deliver a Reconciliation Statement Breakdown to Tenant shall not constitute a default hereunder, and Tenant's obligations pursuant to the terms herein shall not be diminished by Landlord's failure to provide the Reconciliation Statement Breakdown.

ARTICLE 5 USE AND CONDITION OF DEMISED PREMISES

5.1 Use. The Demised Premises shall be used by Tenant solely as a Miami-Dade County public library for the performance of work incidental thereto, which will necessarily entail services performed for

the general public ("Permitted Use"). Tenant shall continuously occupy and use the Demised Premises only for the Permitted Use and shall comply with all applicable laws relating to the use, maintenance, condition, access to, and occupancy of the Demised Premises and will not commit waste, overload the building's structure or systems or subject the Demised Premises to a use that would damage the Demised Premises.

5.2 Condition. Tenant hereby accepts the Demised Premises in their "AS-IS" condition as of the Commencement Date of this Lease with no additional improvements, alterations or expenditures expected by Tenant to be made or incurred by Landlord.

5.3 Rules and Regulations. Tenant shall comply with the rules and regulations of the Shopping Center which are attached hereto as Exhibit "F." Landlord may, from time to time, change such rules and regulations for the safety, care, or cleanliness of the Shopping Center and related facilities, provided that such changes are applicable to all tenants of the Shopping Center, which will not unreasonably interfere with Tenant's use of the Demised Premises and are enforced by Landlord in a non-discriminatory manner against all similarly situated tenants. Tenant shall be responsible for the compliance with such rules and regulations.

ARTICLE 6 UTILITIES AND SERVICES

6.1 Tenant Duties. Tenant, during the Term hereof, shall pay directly to the utility company and/or the service provider, all charges for the utilities which are serving the Tenant. Tenant shall during the Term and any extension thereof, keep in good order and condition, by maintaining, repairing, and replacing, at Tenant's sole cost and expense, the interior of the Demised Premises. Tenant shall perform or cause to be performed janitorial and custodial services, and shall keep the Demised Premises clean, safe and free from deterioration and waste, and shall maintain the Demised Premises, and conduct all business therein, in accordance with this Lease and all applicable laws and lawful directions of proper police officials. Additionally, Tenant shall keep the Demised Premises and sidewalks, service ways and loading areas adjacent to the Demised Premises neat, clean and free from dirt, rubbish, insects and pests at all times. Tenant will store all trash and garbage within the area designated by Landlord for trash pickup and removal, in receptacles of size from time to time prescribed by Landlord, and shall, at its sole expense, arrange for the regular pickup of such trash and garbage at a frequency determined by Landlord. Receiving and delivery of goods and merchandise and removal of garbage and trash shall be made only in the manner and areas from time to time prescribed by Landlord. Landlord may arrange for collection of all trash and garbage and, should Landlord exercise such election, the cost thereof will be included in Common Area Costs. Tenant shall not operate an incinerator or burn trash or garbage within the Shopping Center. Tenant shall, at Tenant's sole cost and expense, obtain and maintain in effect at all times a pest control service to regularly exterminate the Demised Premises for all pests. If Tenant fails to provide such service to Landlord's reasonable satisfaction, Landlord shall have the right, but not the obligation, to provide such pest control as Landlord, in its sole discretion, deems appropriate, and Tenant shall be liable for all costs thereof and all shall promptly pay all such amounts to Landlord upon demand. Tenant, at its sole cost and expense, shall

perform or cause to be performed in the Demised Premises, on a daily basis during the Term (except for holidays), the Demised Premises' janitorial services.

6.2 Landlord Duties. Landlord shall repair, maintain, and replace, the HVAC system, electrical, mechanical, utility, and plumbing systems servicing the Demised Premises, the roof and all other structural elements of the building except for damages to the Demised Premises caused by the negligence or willful misconduct of Tenant or Tenant's employees, agents, contractors, visitors, and/or invitees. Landlord acknowledges that it is responsible for providing and maintaining and repairing the heating, ventilation, and air conditioning system to cool and heat the Demised Premises. If, throughout the Term, the HVAC system and equipment ceases to operate and cannot be repaired, and such cessation in operation or inability to repair is not due to the negligence or willful misconduct of Tenant, Landlord shall, at its expense, replace the HVAC system and equipment.

ARTICLE 7
MAINTENANCE

7.1 Landlord's Duties. Subject to the terms and conditions of this Lease, Landlord agrees, at its own cost and expense, to repair, replace, as necessary, and maintain and keep in good repair and condition, during the Term or any extension or renewal thereof, the Shopping Center, including, without limitation, the exterior of the building(s) and Common Areas. Landlord shall perform or cause to be performed in the Common Areas during the Term the maintenance and services as described below, except for damages caused by the negligence or willful misconduct of Tenant or Tenant's employees, agents, contractors, visitors, and/or invitees:

- Plumbing and electrical lines up to the point of entry into the Premises, fixtures and equipment in the Common Area;
- Air-conditioning and heating equipment (referenced in Exhibit "B", Indoor Air Quality Safe Practices);
- Halls, stairways, elevators, and lavatories;
- Roof and roof leaks;
- Structural elements of the building;
- Windows, storefronts, doors and frames; and
- Fire equipment, including inspection as required by applicable fire codes.

The Landlord shall notify the Tenant in writing in advance of any maintenance and/or repairs to be performed in the Demised Premises, and/or which will materially affect the Demised Premises.

7.2 Landlord's Right to Repair. Landlord shall have access to all air conditioning and heating equipment and to all other mechanical, electrical, plumbing and utility installations servicing the Shopping Center and the Demised Premises upon twenty-four (24) hours prior written notice to Tenant, except in the event of an emergency, in which case no such notice shall be necessary. Landlord shall use commercially reasonable efforts to minimize interference with Tenant's Permitted Use of the Demised Premises during

the exercise of any rights granted to Landlord herein. In the event that, because of the act or negligence of Landlord, its employees, agents, or contractors, Landlord shall fail to provide, or cause to be provided, to substantially all of the Demised Premises, air conditioning, plumbing (unless Landlord shall provide other facilities in the building), any elevator service or electricity for more than two (2) continuous business days, the rent shall equitably abate based on any substantial portion of the Demised Premises affected until the situation is corrected. Notwithstanding anything contrary to the above, any act caused by force majeure is not included herein. Landlord shall not be liable to Tenant, any Tenant party or any other person or entity whatsoever, for abatement of rent as a result of, or for any other loss or damages whatsoever occurring in connection with, any interruption or failure whatsoever in utility services, and Tenant shall comply with all provisions of this Lease notwithstanding any such failure or interruption.

7.3 Landlord's Failure to Repair. If Landlord fails to make any repairs or to perform any maintenance in the Demised Premises required of Landlord hereunder and within Landlord's control, and such failure shall persist for thirty (30) days after written notice of the need for such repairs or maintenance is given to Landlord except in the event of an emergency, unless such failure cannot be cured within said thirty (30) days, in which event Landlord shall not be in default if Landlord commences to cure such breach within the thirty (30) day period and diligently proceeds to complete the same; Tenant may (but shall not be required to) following a second notice (which notice shall have a heading in at least 12-point type, bold and all caps "**FAILURE TO RESPOND SHALL RESULT IN TENANT EXERCISING SELF-HELP RIGHTS**") and Landlord's failure to commence repairs within five (5) days after receipt of such second notice, perform such repairs or maintenance in accordance with the provisions of this Lease governing Tenant's repairs and alterations and Landlord shall reimburse Tenant for all reasonable costs and expenses therefor within thirty (30) days after presentation of appropriate invoices and back-up documentation.

7.4 Indoor Air Quality. The Landlord shall have primary responsibility for maintaining indoor air quality in the Demised Premises, except for any air quality issues resulting from the Tenant's actions or inactions, including but not limited to the use of toxic or hazardous materials, failure to properly maintain the Premises or equipment, or any other activity that may contribute to poor indoor air quality in the Premises. The Landlord shall act to prevent the degradation of indoor air quality during the Term of this Lease, including during the occurrence of any maintenance and/or repairs anywhere in, or to, the Property that could allow off-gassing from the embodied chemicals in construction materials or equipment into Demised Premises. The Landlord and its designated contractor(s) will use only non-toxic, low volatile organic compound (VOC) paint or other surface coatings and will cause the Building and/or the Premises to be continuously ventilated to prevent the build-up of chemical gases from construction materials, or other emissive materials during and maintenance and/or repair of the Building and/or the Demised Premises. Notwithstanding the foregoing, Landlord shall make reasonable efforts to remain compliant with Indoor Air Quality Standards, pursuant to Exhibit "B" attached hereto and incorporated by reference to this Lease.

ARTICLE 8 ALTERATIONS BY TENANT

8.1 Tenant may not make any alterations, additions, or improvements in or to the Demised Premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld with respect to interior non-structural alterations. All alterations, additions, and improvements shall be constructed, maintained, and used by Tenant, at its risk and expense, in accordance with all applicable laws; Landlord's consent to or approval of any alterations, additions or improvements (or the plans therefor) shall not constitute a representation or warranty by Landlord, nor Landlord's acceptance, that the same comply with sound architectural and/or engineering practices or with all applicable laws, and Tenant shall be solely responsible for ensuring all such compliance. All additions, fixtures, or improvements (except, but not limited to, office furniture and fixtures which are readily removable without injury to the Demised Premises) shall be and remain a part of the Demised Premises at the expiration of this Lease. Subject to the above, any removable partitions installed by Tenant within the Demised Premises shall remain Tenant's property and may be removed by Tenant upon the expiration of this Lease or any renewal or cancellation hereof.

ARTICLE 9
DESTRUCTION OF DEMISED PREMISES; CONDEMNATION

9.1 In the event the Demised Premises or any portion thereof should be destroyed or so damaged by fire, windstorm, or other casualty (a "Casualty"), Landlord shall, within seventy-five (75) days after such Casualty, deliver to Tenant a good faith estimate (the "Damage Notice") of the time needed to repair the damage caused by such Casualty.

(a) If a material portion of the Demised Premises is damaged by Casualty such that Tenant is prevented from conducting its business in the Demised Premises in a manner reasonably comparable to that conducted immediately before such Casualty and Landlord estimates that the damage caused thereby cannot be repaired within two hundred (200) days after the commencement of repairs (the "Repair Period"), then Tenant may terminate this Lease by delivering written notice to Landlord of its election to terminate within thirty (30) days after the Damage Notice has been delivered to Tenant. Tenant shall only be responsible for the rents as may be due as of the date of such damaged by the Casualty.

(b) If a Casualty damages the Demised Premises or a material portion of the Shopping Center and (1) Landlord estimates that the damage to the Demised Premises cannot be repaired within the Repair Period, (2) the damage to the Demised Premises exceeds twenty (20%) percent of the replacement cost thereof (excluding foundations and footings), as estimated by Landlord, (3) regardless of the extent of damage to the Demised Premises, the damage is not fully covered by Landlord's insurance policies or Landlord makes a good faith determination that restoring the Shopping Center would be uneconomical, or (4) Landlord is required to pay any insurance proceeds arising out of the Casualty to a Landlord's mortgagee, then Landlord may terminate this Lease by giving written notice of its election to terminate within thirty (30) days after the Damage Notice has been delivered to Tenant.

(c) If neither Party elects to terminate this Lease following a Casualty, then Landlord shall, within a reasonable time after such Casualty, begin to repair the Demised Premises and shall proceed with reasonable diligence to restore the Demised Premises to substantially the same condition as they

existed immediately before such Casualty; however, Landlord shall not be required to repair or replace any alterations or betterments within the Demised Premises (which shall be promptly and with due diligence repaired and restored by Tenant at Tenant's sole cost and expense) or any furniture, equipment, trade fixtures or personal property of Tenant or others in the Demised Premises or the Shopping Center, and Landlord's obligation to repair or restore the Demised Premises shall be limited to the extent of the insurance proceeds actually received by Landlord for the Casualty in question.

(d) Tenant agrees that during any period of reconstruction or repair of the Demised Premises it will continue the operation of its business within the Demised Premises to the extent practicable, and Base Rent and Additional Rent shall be proportionately abated in accordance with the extent to which Tenant is deprived of use, occupancy or full enjoyment of the Demised Premises, unless (i) Tenant exercises its right of cancellation as set forth above, or (ii) a Tenant party caused such damage, in which case, Tenant shall continue to pay all Base Rent and Additional Rent without abatement.

ARTICLE 10 DISABLED INDIVIDUALS

10.1 Notwithstanding anything in this Lease to the contrary, as between Landlord and Tenant, (1) Tenant shall bear the risk of complying with Title III of the Americans With Disabilities Act of 1990, any state laws governing handicapped access or architectural barriers, and all rules, regulations, and guidelines promulgated under such laws, as amended from time to time (the "Disabilities Acts") in the Demised Premises (but Tenant will be required to make permanent alterations to comply with laws only if required due to Tenant's Permitted Use or as a result of any alterations or additions made by or on behalf of a Tenant party), and (2) Landlord shall bear the risk of complying with the Disabilities Acts in the Common Areas in accordance with the requirements for disabled individuals contained in the Americans with Disabilities Act of 1990, other than as a result of any alterations or additions made by or on behalf of Tenant (which risk and responsibility shall be borne by Tenant).

ARTICLE 11 NO LIABILITY FOR PERSONAL PROPERTY

11.1 All personal property placed or moved into the Demised Premises shall be at the risk of Tenant or the owner thereof. Landlord shall not be liable to Tenant for any damage to said personal property unless caused by or due to negligence or willful misconduct of Landlord, Landlord's agents or employees.

ARTICLE 12 SIGNS

12.1 Exterior signs, banners, window or door lettering, placards, decorations or advertising media of any type visible from the exterior of the Demised Premises will be of the design and form of letter to be first approved by Landlord, the cost of installation to be paid solely by Tenant. All signs shall be removed by Tenant, at Tenant's sole cost, at the expiration or earlier termination of this Lease, or upon the
Page 10 of 38

Initials: Landlord LD; Tenant _____

EACH PAGE MUST BE INITIALED

removal or alteration of a sign for any reason, and any damage or unsightly condition caused to the building because of or due to said signage removal shall be satisfactorily corrected or repaired by Tenant at Tenant's sole cost and expense. All signs, decorations and advertising media shall conform to the sign criteria attached as Exhibit C.

ARTICLE 13
LANDLORD'S RIGHT OF ENTRY

13.1 Landlord or any of its agents shall have the right to enter said Demised Premises, with an escort by an employee of the Tenant during all reasonable working hours and upon giving Tenant twenty-four (24) hours' written notice, except in cases of real or apparent emergency, in which case no notice shall be required to examine the same or to make such inspections, repairs, changes, improvements additions, or alterations as may be deemed necessary for the safety, comfort, or preservation thereof of said building or to exhibit said Demised Premises and to put or keep upon the doors or windows thereof a notice "FOR RENT" at any time within one hundred twenty (120) days before the expiration of this Lease.

ARTICLE 14
LIABILITY FOR DAMAGE OR INJURY

14.1 Landlord and Tenant shall not be liable for any damage or injury which may be sustained by any party, person or any personal property located on the Demised Premises other than the damage or injury caused solely by the negligence or willful misconduct of either party or any of its officers, employees, or agents. The Tenant's liability is subject to the limitations of Florida Statutes, Section 768.28.

ARTICLE 15
PEACEFUL POSSESSION

15.1 If, and so long as, Tenant pays the rent, and keeps and performs each and every term, covenant, and condition under this Lease, the Tenant shall quietly enjoy the Demised Premises for the Term hereof, and any extension or renewal thereof, without hindrance or molestation by the Landlord, or anyone claiming by, through or under the Landlord, subject to the terms and conditions of this Lease.

ARTICLE 16
SURRENDER OF DEMISED PREMISES

16.1 Tenant agrees to surrender to Landlord at the end of the Term, or any extension thereof, said Demised Premises in as good condition as said Demised Premises were at the beginning of the Term, broom-clean, ordinary wear and tear and damage by fire and windstorm or other acts of God not caused by any Tenant Party (defined below) excepted, and shall deliver to Landlord all keys to the Demised Premises. Provided that Tenant has performed all of its obligations hereunder, Tenant may remove all unattached trade fixtures (which, for purposes of this sentence, shall not include carpeting, floor coverings, attached

shelving, lighting fixtures, wall coverings, or similar improvements), furniture, and personal property placed in the Demised Premises or elsewhere in the Shopping Center by Tenant (but Tenant may not remove any such item which was paid for, in whole or in part, by Landlord or any wiring or cabling unless Landlord requires such removal). Additionally, at Landlord's option, Tenant shall remove such alterations, additions, improvements, trade fixtures, personal property, signs, equipment, wiring, conduits, cabling and furniture as Landlord may request; however, Tenant shall not be required to remove any addition or improvement to the Demised Premises or the Shopping Center if Landlord has specifically agreed in writing that the improvement or addition in question need not be removed. Tenant shall repair all damage caused by such removal. All items not so removed shall, at Landlord's option, be deemed to have been abandoned by Tenant and may be appropriated, sold, stored, destroyed, or otherwise disposed of by Landlord without notice to Tenant and without any obligation to account for such items; any such disposition shall not be considered a strict foreclosure or other exercise of Landlord's rights in respect of the security interest granted herein. The provisions of this Section shall survive the end of the Term.

ARTICLE 17
INDEMNIFICATION AND HOLD HARMLESS

17.1 To the fullest extent permitted by law, the Landlord shall indemnify and hold harmless the Tenant and its officers, employees, agents and instrumentalities from any and all liability, loses or damages, including attorneys' fees and costs of defense, which the Tenant or its officers, employees agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature resulting from Landlord, its employees, agents, contractors, and/or licensees' negligence or willful misconduct. However, nothing herein shall be deemed to indemnify the Tenant from any liability or claim arising out of the negligent performance or failure of performance of the Tenant, its employees, agents, contractors and/or licensees.

Subject to any limitations of Section 768.28, Florida Statutes, Tenant shall defend, indemnify, and hold harmless Landlord, its employees, agents, contractors, licensees and invitees, to the extent of and within the limitations of Section 768.28, Florida Statutes, subject to the provisions of that Statute whereby the Tenant shall not be held liable to pay a personal injury or property damage claim or judgement by any one person which exceeds the sum of \$200,000, or any claim or judgement or portions thereof, which, when totaled with all other occurrence, exceeds the sum of \$300,000 from and against any and all claims, actions, damages, liabilities, and expenses, including, but not limited to, judgements, settlement payments, fines paid, incurred or suffered by Landlord in connection with any loss of life, personal injury and/or damage to property, claims, liability losses or causes of action which may arise solely as a result of the negligence of the Tenant. However, nothing herein shall be deemed to indemnify the Landlord from any liability or claim arising out of the negligent performance or failure of performance of the Landlord, its employees, agents, contractor, or licensees.

ARTICLE 18
TENANT'S INSURANCE, REAL ESTATE TAXES AND INSURANCE EXPENSE

18.1 Tenant's Insurance. Landlord acknowledges and agrees that the Tenant is self-insured as to General Liability, Automobile and Worker's Compensation; therefore, Tenant shall not be required to secure, carry or otherwise maintain any type of insurance. Tenant agrees to provide evidence of self-insurance to Landlord. Any contractor(s) performing work on behalf of Tenant shall be required to provide a certificate of insurance prior to entering the Demised Premises.

Landlord will, during the Term, carry commercial general liability, fire, windstorm, hail, flood (when applicable), and extended coverage insurance on the improvements of the Demised Premises and the Property. Tenant shall pay Landlord, its Proportionate Share of the insurance policy premium(s). As outlined in Article 4.1, the total Proportionate Share for lease year 1, which includes Common Area Costs, Real Estate Taxes, and Insurance, is estimated to be \$3,128.52 per month, with adjustments made to the Tenant's pro-rata share of the insurance based upon the annual reconciliation as applicable for subsequent lease years. The portion attributable specifically to insurance is estimated at \$1.08 per square foot.

18.2 Real Estate Taxes. Subject to reimbursement as provided below, Landlord shall pay all taxes, assessments, governmental charges, and fees payable to tax consultants and attorneys for consultation and contesting taxes that accrue against the Shopping Center or the Property (collectively, the "Real Estate Taxes") during the Term of this Lease. Landlord may contest the amount, validity, or application of any taxes or liens thereof. If any tax or excise is levied or assessed directly against Tenant, or the Demised Premises, or results from any alterations, additions, and/or improvements to the Demised Premises made by Tenant, then Tenant shall pay such tax or excise as required by the taxing authority.

During each month of the Term, on the same date that Rent is due, Tenant shall pay Landlord its Proportionate Share of ad valorem taxes and assessments for the Property. It is agreed that the ad valorem taxes due in November of each year shall be the figure used in calculating the Real Estate Taxes, plus any fees added for disputing or abating the taxes assessed on the Property, less any discounts or reductions given to Landlord.

ARTICLE 19 ASSIGNMENT OR SUBLET

19.1 (a) Tenant shall not assign this Lease or any part thereof or sublet all or any part of the Demised Premises (each, a "Transfer") without prior written consent of Landlord. Landlord shall not unreasonably withhold its consent to any assignment or subletting of the Demised Premises, provided that the proposed transferee (1) is creditworthy, (2) has a good reputation in the business community, (3) will use the Demised Premises only for the Permitted Use and will not use the Demised Premises in any manner that would violate any exclusive use covenant or use restriction then in effect for the benefit of any tenant of the Shopping Center or violate any restrictive covenants or other covenants, conditions and restrictions then affecting the Shopping Center, (4) does not engage in a business that competes with the business of any of the then-existing tenants of the Shopping Center, (5) does not have excessive parking requirements, (6) is not another occupant of the Shopping Center, and (7) is not a person or entity with whom Landlord is then, or has been within the six-month period prior to the time Tenant seeks to enter into such assignment or subletting, negotiating to lease space in the Shopping Center or any affiliate of any such person or entity.

Additionally, Landlord may withhold its consent in its sole discretion to any proposed assignment or sublease if any Event of Default by Tenant then exists.

(b) If Tenant requests Landlord's consent to a proposed Transfer then, at least thirty (30) days prior to the effective date of the proposed Transfer, Tenant shall provide Landlord with a written description of all terms and conditions of the proposed Transfer, copies of the proposed documentation, and the following information about the proposed transferee: name and address; and reasonably satisfactory information about its business and business history; and its proposed use of the Premises; and banking, financial, and other credit information; and general references sufficient to enable Landlord to determine the proposed transferee's creditworthiness and character. Concurrently with Tenant's notice of any request for consent to a Transfer, Tenant shall reimburse Landlord immediately upon request for its reasonable attorneys' fees incurred in connection with considering any request for consent to a Transfer in an amount not to exceed One Thousand and 00/100 Dollars (\$1,000.00).

(c) If Landlord consents to a proposed Transfer, then the proposed transferee shall deliver to Landlord a written agreement whereby it expressly assumes Tenant's obligations hereunder; however, any transferee of less than all of the space in the Premises shall be liable only for obligations under this Lease that are properly allocable to the space subject to the Transfer for the period of the Transfer. No Transfer shall release Tenant from its obligations under this Lease, but rather Tenant and its transferee shall be jointly and severally liable therefore. Landlord's consent to any Transfer shall not waive Landlord's rights as to any subsequent Transfers. If an Event of Default occurs while the Premises or any part thereof are subject to a Transfer, then Landlord, in addition to its other remedies, may collect directly from such transferee all rents becoming due to Tenant and apply such rents against Rent. Tenant authorizes its transferees to make payments of rent directly to Landlord upon receipt of notice from Landlord to do so following the occurrence of an Event of Default hereunder. Tenant shall pay for the cost of any demising walls or other improvements necessitated by a proposed subletting or assignment.

(d) Tenant shall pay to Landlord, immediately upon receipt thereof, fifty percent (50%) of the excess of (1) all compensation received by Tenant for a Transfer less the actual out-of-pocket costs reasonably incurred by Tenant with unaffiliated third parties (i.e., brokerage commissions and tenant finish work) in connection with such Transfer (such costs shall be amortized on a straight-line basis over the term of the Transfer in question) over (2) the Rent allocable to the portion of the Premises covered thereby.

19.2 Transfer of Landlord's Interest. In the event of the sale, assignment or transfer by Landlord of its interest in the Demised Premises or in this Lease (other than a collateral assignment to secure a debt of Landlord) to a successor in interest who expressly assumes the obligations of Landlord hereunder, Landlord shall thereupon be released or discharged from all of its covenants and obligations hereunder, except such obligations as shall have accrued prior to any such sale, assignment or transfer; and Tenant agrees to look solely to such successor in interest of Landlord for performance of such obligations. Any securities given by Tenant to Landlord to secure performance of Tenant's obligations hereunder may be assigned by Landlord to such successor in interest of Landlord; and, upon acknowledgment by such successor of receipt of such security and its express assumption of the obligation to account to Tenant for

Page 14 of 38

Initials: Landlord LD; Tenant _____

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such security in accordance with the terms of this Lease, Landlord shall thereby be discharged of any further obligation relating thereto. Landlord's assignment of the Lease or of any or all of its rights herein shall in no manner affect Tenant's obligations hereunder. Tenant shall thereafter attorn and look to such assignee, as Landlord, provided Tenant has first received written notice of such assignment of Landlord's interest.

ARTICLE 20
SUCCESSORS IN INTEREST

20.1 Except as otherwise provided herein, it is hereby covenanted and agreed between the Parties that all covenants, conditions, agreements, and undertakings contained in this Lease shall extend to and be binding on the respective successors and assigns of the respective Parties hereto, the same as if they were in every case named and expressed.

ARTICLE 21
NOTICES

All notices by Landlord or Tenant, to the other Party, shall be delivered by either hand delivery, or email (so long as the intended recipient confirms receipt of the email), or by a nationally recognized courier, such as Federal Express or DHL, or by the United States Postal Service, sent certified mail, return receipt requested, postage prepaid, and addressed to the Party as follows:

Tenant:

Miami-Dade Public Library System
101 West Flagler Street, 3rd Floor
Miami, Florida 33130
Attention: Ray Baker, Director
Email: Ray.Baker@miamidade.gov

With a copy to:

Miami-Dade County
Office of Real Estate and Development
Real Estate Section
111 N. W. First Street, Suite 2460
Miami, Florida 33128
Attn: Director
Email: Alejandro.Martinez-Esteve@miamidade.gov

With a copy to:

Miami-Dade County
County Attorney's Office

Page 15 of 38

Landlord:

Meadows at Bird Road, LLC
c/o Goldman Sachs Asset Management
Attn: Gerardo Armendariz
2001 Ross Avenue, 28th Floor
Dallas, TX 75201
Email: Gerardo.Armendariz@gs.com

With a copy to:

Meadows at Bird Road, LLC
2001 Ross Avenue, 28th Floor
Dallas, TX 75201
Attn: General Counsel
Email: Yinka.Ajagunna@gs.com

and a copy to:

Holland & Knight LLP
515 East Las Olas Boulevard

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111 N.W. First Street, 28th Floor
Miami, Florida 33128

Suite 1200
Fort Lauderdale, Florida 33301
Attention: Connor Holding
Email: connor.holding@hklaw.com

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

ARTICLE 22 TERMINATION RIGHTS

22.1 Tenant's Right to Terminate. Tenant, through its County Mayor or the County Mayor's designee, shall have the right to terminate this Lease, or any portion thereof, at any time and for any reason, by giving Landlord at least ninety (90) days' written notice prior to the effective date of such termination; provided, however, Tenant shall not be able to exercise the termination right provided hereinabove during the first year after the Commencement Date.

22.2 Landlord's Right to Terminate. Landlord will advise the Tenant with at least three-hundred and sixty-five (365) days' written notice prior to the effective date of any termination, should the Landlord decide to "redevelop" the Shopping Center. This notice period will serve as an advance warning to the Tenant, allowing the Tenant sufficient time to prepare for the relocation. Furthermore, once the Shopping Center has been redeveloped, the Tenant is granted a "right of first offer" to a lease within the Property with Base Rent payable at the Fair Market Value (defined herein) of the relocation premises. "Fair Market Value" shall be an amount determined by Landlord in its sole discretion on the basis of the then-prevailing market rental rate for spaces comparable to the Demised Premises located in the area of the subject property, and further negotiated between the two Parties.

ARTICLE 23 LANDLORD'S LIEN

23.1 Landlord, for itself and its successors and assigns, does hereby waive all rights to levy and/or distraint any and all lien rights accrued and accruing as to all personal property, machinery, fixtures, and equipment, affixed or otherwise, now or hereafter belonging to or in the possession of Tenant. Further, Tenant may at its discretion remove from time to time during the Term all or part of its personal property, machinery, trade fixtures, and equipment that are located at the Demised Premises and are not affixed to the Demised Premises ("Tenant's Property"). In no event shall Tenant's Property be deemed to include lighting, flooring, plumbing, or other building systems or equipment or any item paid for by Landlord either directly or through an allowance.

ARTICLE 24
FORCE MAJEURE

24.1 Other than for Tenant's obligations under this Lease that can be performed by the payment of money (e.g., payment of Rent and maintenance of insurance) and Tenant's obligation to vacate and surrender the Demised Premises upon the expiration or earlier termination of the Term, 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 or Landlord control, excluding filing of bankruptcy, but which shall include, without limitation, all labor disputes, war, war-like operations, invasion, rebellion, governmental regulations or controls, public health emergencies, including pandemics, 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 Landlord.

ARTICLE 25
DEFAULT AND REMEDIES

25.1 Events of Default. Each of the following occurrences shall be an "Event of Default;"

(a) Payment Default. Tenant's failure to pay Rent within fifteen (15) days after Landlord has delivered written notice to Tenant that the same is due with the exception for any payment due in October, as described in Article 3, Rent, Section 3.3.

(b) Abandonment. Tenant (1) abandons or vacates the Demised Premises or any substantial portion thereof or (2) fails to continuously operate its business in the Demised Premises for the Permitted Use set forth herein.

(c) Attachment. If any execution, levy, attachment, or other process of law shall occur upon Tenant's goods, fixtures or interest in the Demised Premises.

(d) Estoppel. Tenant fails to provide any estoppel certificate after Landlord's written request therefore pursuant to Article 28 and such failure shall continue for five (5) days after Landlord's second written notice thereof to Tenant.

(e) Mechanics' Liens. Tenant fails to pay and release of record, or diligently contest and bond around, any mechanics' lien filed against the Demised Premises or the Shopping Center for any work performed, materials furnished, or obligation incurred by or at the request of Tenant, within the time and in the manner required herein.

(f) Other Defaults. Tenant's failure to perform, comply with, or observe any other agreement or obligation of Tenant under this Lease and the continuance of such failure for a period of more than thirty (30) days after Landlord has delivered to Tenant written notice thereof.

(g) Insolvency. The filing of a petition by or against Tenant (1) in any bankruptcy or other insolvency proceeding; (2) seeking any relief under any state or federal debtor relief law; (3) for the appointment of a liquidator or receiver for all or substantially all of Tenant's property or for Tenant's interest in this Lease; (4) for the reorganization or modification of Tenant's capital structure; or (5) in any assignment for the benefit of creditors proceeding; however, if such a petition is filed against Tenant, then such filing shall not be an Event of Default unless Tenant fails to have the proceedings initiated by such petition dismissed within ninety (90) days after the filing thereof.

25.2 Landlord's Default and Remedies. The Landlord shall be in default under this Lease if the Landlord fails to perform any of its obligations following the Commencement Date and such failure continues for thirty (30) days after the Tenant delivers to the Landlord written notice specifying such failure; however, if such failure cannot reasonably be cured within such 30-day period, but the Landlord commences to cure such failure within such 30-day period and thereafter diligently pursues the curing thereof to completion, then the Landlord shall not be in default hereunder. Except where the provisions of this Lease grant the Tenant an express, exclusive remedy, or expressly deny Tenant a remedy, Tenant's exclusive remedy for Landlord's failure to perform its obligations under this Lease shall be limited to damages, injunctive relief, or specific performance. Tenant, reserves the right, at its option, and subject to the limitations as set forth in Section 7.3 herein, to cure any of the Landlord's defaults, after written notice to the Landlord, and the Landlord shall immediately (within thirty (30) calendar day) reimburse the Tenant for all costs and expenses, including, but not limited to labor and materials, or alterations, the Tenant shall be permitted to deduct the amount for such work from the Rent. Tenant shall use commercially reasonable efforts to mitigate any damages resulting from a default by Landlord under this Lease. The Tenant may, at its option, but subject to other terms, condition, and covenants of this Lease, terminate this Lease by giving Landlord thirty (30) days' prior written notice.

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

25.3 Remedies. Upon any Event of Default, Landlord may, in addition to all other rights and remedies afforded Landlord hereunder or by law or equity, take any one or more of the following actions:

- (a) Termination of Lease. Terminate this Lease by giving Tenant written notice thereof, in which event Tenant shall pay to Landlord the sum of all Rent accrued hereunder through the date of termination;
- (b) Termination of Possession. Terminate Tenant's right to possess the Demised Premises without terminating this Lease by giving written notice thereof to Tenant, in which event Tenant shall pay to Landlord (1) all Rent and other amounts accrued hereunder to the date of termination of possession, and (2) all Rent and other net sums required hereunder to be paid by Tenant during the remainder of the Term, diminished by any net sums thereafter received by Landlord through reletting the Demised Premises during such period, after deducting all costs incurred by Landlord in reletting the Demised Premises. Landlord shall use reasonable efforts to relet the

Demised Premises on such terms as Landlord in its sole discretion may determine (including a term different from the Term, rental concessions, and alterations to, and improvement of, the Demised Premises); however, Landlord shall not be obligated to relet the Demised Premises before leasing other portions of the Shopping Center and Landlord shall not be obligated to accept any prospective tenant proposed by Tenant unless such proposed tenant meets all of Landlord's leasing criteria. Landlord shall not be liable for, nor shall Tenant's obligations hereunder be diminished because of, Landlord's failure to relet the Demised Premises or to collect rent due for such reletting. Tenant shall not be entitled to the excess of any consideration obtained by reletting over the Rent due hereunder. Reentry by Landlord in the Demised Premises shall not affect Tenant's obligations hereunder for the unexpired Term; rather, Landlord may, from time to time, bring an action against Tenant to collect amounts due by Tenant, without the necessity of Landlord's waiting until the expiration of the Term; or

25.4 Payment by Tenant; Non-Waiver; Cumulative Remedies Default.

(a) Payment by Tenant. Upon any Event of Default, Tenant shall pay to Landlord all costs incurred by Landlord (Landlord and Tenant shall pay for their own court costs and attorneys' fees and expenses) in (1) obtaining possession of the Demised Premises, (2) removing and storing Tenant's or any other occupant's property, (3) repairing, restoring, altering, remodeling, or otherwise putting the Demised Premises into condition acceptable to a new tenant, (4) if Tenant is dispossessed of the Demised Premises and this Lease is not terminated, reletting all or any part of the Demised Premises (including brokerage commissions, cost of tenant finish work, and other costs incidental to such reletting), (5) performing Tenant's obligations which Tenant failed to perform, and (6) enforcing, or advising Landlord of, its rights, remedies, and recourses arising out of the default. To the full extent permitted by law, Landlord and Tenant agree the federal and state courts of the state in which the Shopping Center is located shall have exclusive jurisdiction over any matter relating to or arising from this Lease and the parties' rights and obligations under this Lease.

(b) No Waiver. Landlord's acceptance of Rent following an Event of Default shall not waive Landlord's rights regarding such Event of Default. No waiver by Landlord of any violation or breach of any of the terms contained herein shall waive Landlord's rights regarding any future violation of such term. Landlord's acceptance of any partial payment of Rent shall not waive Landlord's rights with regard to the remaining portion of the Rent that is due, regardless of any endorsement or other statement on any instrument delivered in payment of Rent or any writing delivered in connection therewith; accordingly, Landlord's acceptance of a partial payment of Rent shall not constitute an accord and satisfaction of the full amount of the Rent that is due.

(c) Cumulative Remedies. Any and all remedies set forth in this Lease: (1) shall be in addition to any and all other remedies Landlord may have at law or in equity, (2) shall be cumulative, and (3) may be pursued successively or concurrently as Landlord may elect. The exercise of any remedy by Landlord shall not be deemed an election of remedies or preclude Landlord from exercising any other remedies in the future.

ARTICLE 26
WAIVER

26.1 If, under the provisions hereof, Landlord or Tenant shall institute proceedings and a compromise or settlement thereof shall be made, the same shall not constitute a waiver of any covenant herein contained nor of any of Landlord's or Tenant's rights hereunder, unless expressly stated in such 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 Landlord or 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 monthly installments of rent (or Additional Rent obligations stipulated) shall be deemed to be other than on account of the earliest stipulated rent nor shall any endorsement or statement on any check or letter accompanying a check for payment of rent or any other amounts to Landlord be deemed an accord and satisfaction and Landlord may accept such check or payment without prejudice to or waiver of Landlord right to recover the balance of such rent or other amount owed or to pursue any other remedy provided in this Lease.

ARTICLE 27
NON-DISTURBANCE

27.1 This Lease shall be subordinate and subject to all ground or underlying leases and mortgages covering the fee of the Property, or which at any time thereafter affect the Property, and to all renewals, modifications, or replacements thereof. The provisions of this Section shall be self-operative and no further instrument of subordination shall be required; however, in confirmation of such subordination, Tenant shall execute and return to Landlord (or such other party designated by Landlord) within twenty (20) days after written request therefor such documentation, in recordable form if required, as a Landlord's mortgagee may reasonably request to evidence the subordination of this Lease to such Landlord's mortgagee's mortgage or any ground lease, master lease, or primary lease (each, a "Primary Lease") (including a subordination, non-disturbance and attornment agreement) or, if the Landlord's mortgagee so elects, the subordination of such Landlord's mortgagee's mortgage or Primary Lease to this Lease. Landlord and Tenant agree that the terms, conditions, and covenants contained herein shall not be altered or affected by subsequent change in ownership of the Property by reason of foreclosure, conveyance, or otherwise. Any document purporting to transfer ownership of the Property or any building thereon, whether presently in existence or not, shall be subordinate to this Lease, and subject to the terms, obligations, and covenants herein. In the event that a change of ownership in the Property results in any additional costs to Tenant by material alteration of the terms of this Lease, Landlord agrees to indemnify Tenant for such costs.

ARTICLE 28
ESTOPPEL CERTIFICATES

28.1 Landlord and Tenant agree, at any time and from time to time, upon not less than twenty (20) business days prior written notice by such party, to execute, acknowledge, and deliver to the other a statement in writing:

Page **20** of **38**

Initials: Landlord LD; Tenant _____

EACH PAGE MUST BE INITIALED

A. Certifying that this Lease has been unmodified since its execution and is in full force and effect (or if Lease has been modified since its execution, that it is in full force and effect, as modified, and stating the modifications);

B. Stating the dates, if any, to which the rent and sums hereunder have been paid by Tenant;

C. Stating whether or not to the knowledge of Landlord or Tenant, as the case may be, there are then existing any defaults under this Lease (and, if so, specifying the same); and

D. Stating the address to which notices to Landlord or Tenant, as the case may be, should be sent. Any such statement delivered pursuant thereto shall provide that such statement may be relied upon by Landlord or Tenant or any prospective purchaser or mortgagee or lessee or assignee of the Property, or any part thereof or estate therein.

ARTICLE 29 AMENDMENT

29.1 All amendments to this Lease must be in writing and signed by Landlord prior to submittal to the Board.

ARTICLE 30 HOLDOVER

30.1 If Tenant, with or without Landlord's prior written consent, remains in possession of the Demised Premises after expiration of the term, then such occupancy shall be a tenancy from month to month at a monthly rental equivalent to one hundred three (103%) percent of the monthly rental in effect immediately prior to expiration, such payments to be made as herein provided. In the event of such holding over, all of the terms of this Lease Agreement including the payment of all charges owing hereunder other than rent shall remain in force and effect on said month to month basis. The provisions of this Section 30 shall not be deemed to limit or constitute a waiver of any other rights or remedies of Landlord provided herein or at law.

If Tenant fails to surrender the Demised Premises upon the expiration or earlier termination of this Lease, Tenant shall remain liable for payment of Rent at the rate set forth in this Lease, subject to the holdover rent increase provided above. Notwithstanding anything to the contrary herein, any claim for damages arising out of Tenant's failure to surrender the Demised Premises shall be limited to the extent permitted under Section 768.28, Florida Statutes. In no event shall Tenant be liable for indirect, incidental, consequential, special or punitive damages, including loss of profits or damages claimed by any succeeding tenant. Nothing in this Section shall be construed to waive the sovereign immunity of the County beyond the limits provided in Florida law.

ARTICLE 31
RADON GAS

31.1 In accordance with the requirements of Florida Statutes Section 404.056 (5), the following notice is hereby given to Tenant: Radon is a naturally occurring radioactive gas, that, when it has accumulated in a building in sufficient quantities, may present a health risk 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 may be obtained from the county public health unit.

ARTICLE 32
GOVERNING LAW

32.1 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.

ARTICLE 33
MISCELLANEOUS

33.1 Entire Agreement. This Lease and the exhibits attached hereto set forth the entire agreement between Landlord and Tenant, and all prior promises and agreements, oral or written, between them are merged into this Lease. No amendment to this Lease shall be binding upon Landlord or Tenant unless in writing and signed by Landlord prior to submittal to the Board for approval, and signed by the County Mayor or County Mayor's designee.

33.2 Counterparts. This Lease may be executed in multiple counterparts, each of which shall constitute an original and all of which taken together shall constitute one and same agreement binding upon the parties, notwithstanding that all the parties are not signatories to the same counterpart. In order to facilitate the agreements contemplated by this Lease, signatures transmitted by facsimile machine, electronic mail and other electronic means, including signatures transmitted via e-mail in a "PDF" format may be used in place of original signatures on this Lease. Each Party intends to be bound by such Party's facsimile or "PDF" format signature on this Lease, is aware that the other Parties are relying on such Party's facsimile or "PDF" format signature, and hereby waives any defenses to the enforcement of this Lease based upon the form of signature.

33.3 Headings, Captions and References. The article and section captions contained in this Lease are for convenience only and do not in any way limit or amplify any terms or provisions hereof. The use of the terms "hereof," "hereunder" and "herein" shall refer to this Lease as a whole, except where noted otherwise.

33.4 Interpretation. This Lease, and any riders and exhibits hereto, have been mutually negotiated by Landlord and Tenant. Any ambiguities will not be interpreted in favor of either party. The captions contained herein are for convenience and reference only and will not be deemed as part of this Page **22** of **38**

Initials: Landlord LD; Tenant _____

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Lease or construed in any manner limiting or amplifying the terms and provisions of this Lease to which they relate.

33.5 Recording. This Lease shall not be recorded in any public records office or department by Landlord or Tenant, except for Tenant filing this Lease with the Clerk of the Board, Miami-Dade County, Florida.

33.6 Governing Law. This Lease and the rights and obligations of the Parties hereunder shall be construed in accordance with and be governed by the internal laws of the state of Florida, without giving effect to any principles of conflict of law. Any legal action or proceeding with respect to this agreement may be brought in the courts of Miami-Dade County, Florida or of the United States District Courts having jurisdiction over Miami-Dade County, Florida, and, by execution and delivery of this agreement, Landlord and Tenant hereby irrevocably accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of the aforesaid courts. Landlord and Tenant hereby further irrevocably waive any claim that any such courts lack jurisdiction, and agree not to plead or claim, in any legal action or proceeding with respect to this Lease brought in any of the aforesaid courts, that any such court lacks jurisdiction over the Parties.

33.7 Joint and Several Liability. In the event Tenant shall be comprised of more than one (1) individual or business entity, each such individual or business entity comprising Tenant shall be jointly and severally liable for each and every obligation of Tenant under the terms of this Lease. All unperformed obligations of Landlord and Tenant hereunder not fully performed at the end of the Term shall survive the end of the Term, including payment obligations with respect to Rent and all obligations concerning the condition and repair of the Demised Premises.

33.8 Successors and Assigns. Except as otherwise provided herein, all covenants, conditions, agreements, and undertakings contained in this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, executors, successors and assigns, the same as if they were in every case named and expressed. This Lease is for the sole benefit of Landlord and Tenant, and no third party shall be deemed a third-party beneficiary hereof.

33.9 Representations. Tenant acknowledges that neither Landlord nor Landlord's agents, employees, or contractors have made any representations or promises with respect to the Demised Premises, or this Lease, except as expressly set forth herein. By executing this Lease, the Parties hereto represent and warrant that they have full authority to enter into this Lease and to perform the covenants contained herein.

33.10 Intentionally Omitted.

33.11 Landlord and Tenant Relationship. Nothing contained herein shall be deemed or construed by the parties hereto, nor by any other party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto. No estate shall pass from Landlord to Tenant, and this Lease shall not be subject to levy or sale.

33.12 Severability. In the event any provision of this Lease to any extent shall be deemed invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and the Lease and the remaining provisions thereof shall be valid and enforceable to the full extent permitted by law.

33.13 Attorneys' Fees. In the event of any litigation between the Parties, each Party shall be responsible for its own attorneys' fees, witness fees, and court costs.

[Signatures on Next Page; Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be executed by their respective and duly authorized officers as of the Commencement Date.

LANDLORD:

MEADOWS AT BIRD ROAD, LLC,
a Delaware limited liability company

By: GS REIT Operating Partnership L.P., its
sole member

By: Goldman Sachs & Co. LLC, its
investment advisor

By: 
Name: Dirk Degenaars
Title: Managing Director

ATTEST:

JUAN FERNANDEZ-BARQUIN,
CLERK OF COURT AND
COMPTROLLER

By: _____
Deputy Clerk

TENANT:

MIAMI-DADE COUNTY, A POLITICAL
SUBDIVISION OF THE STATE OF
FLORIDA

By: _____
Name: Daniella Levine Cava
Title: County Mayor

Approved by the County Attorney as

To form and legal sufficiency: _____

Print Name: _____

EXHIBIT "A"

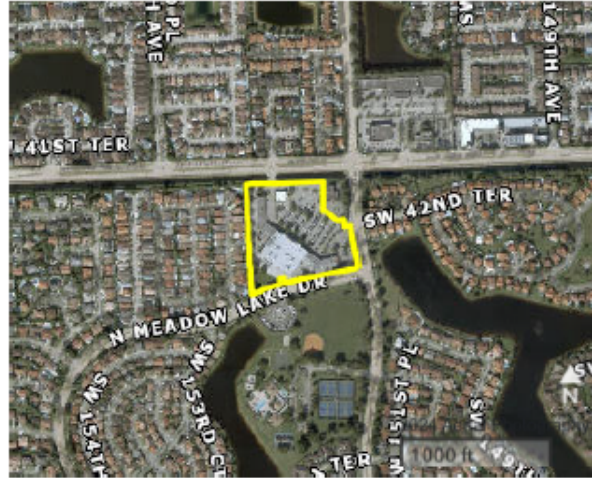


PROPERTY APPRAISER OF MIAMI-DADE COUNTY

Summary Report

Generated On: 07/24/2025

PROPERTY INFORMATION	
Folio	30-4921-001-0210
Property Address	4210 SW 152 AVE MIAMI, FL 33185-5252
Owner	MEADOWS AT BIRD ROAD LLC
Mailing Address	200 WEST STREET # 35 FLOOR NEW YORK, NY 10282
Primary Zone	6200 COMMERCIAL - ARTERIAL
Primary Land Use	1611 COMMUNITY SHOPPING CENTER : RETAIL OUTLET
Beds / Baths /Half	0 / 0 / 0
Floors	1
Living Units	0
Actual Area	
Living Area	
Adjusted Area	90,467 Sq.Ft
Lot Size	396,962 Sq.Ft
Year Built	Multiple (See Building Info.)



ASSESSMENT INFORMATION			
Year	2025	2024	2023
Land Value	\$9,924,050	\$7,939,240	\$7,939,240
Building Value	\$5,075,950	\$5,785,760	\$5,785,760
Extra Feature Value	\$0	\$0	\$0
Market Value	\$15,000,000	\$13,725,000	\$13,725,000
Assessed Value	\$15,000,000	\$13,725,000	\$13,725,000

TAXABLE VALUE INFORMATION			
Year	2025	2024	2023
COUNTY			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$15,000,000	\$13,725,000	\$13,725,000
SCHOOL BOARD			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$15,000,000	\$13,725,000	\$13,725,000
CITY			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$0	\$0	\$0
REGIONAL			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$15,000,000	\$13,725,000	\$13,725,000

BENEFITS INFORMATION				
Benefit	Type	2025	2024	2023
Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).				

SHORT LEGAL DESCRIPTION
21 54 39 9.11 AC
MIAMI EVGL LAND CO SUB
PB 2-3
BEG 197FTW OF N1/4 COR OF SEC TH
S193.88FT S 55 DEG E 108.61FT

SALES INFORMATION			
Previous Sale	Price	OR Book-Page	Qualification Description
06/13/2013	\$15,241,500	28692-4854	Transfer where the sale price is verified to be part of a package or bulk sale.
06/11/2013	\$0	28692-4839	Corrective, tax or QCD; min consideration
05/01/2002	\$8,925,000	20437-1049	Sales which are qualified
06/01/1985	\$2,300,000	12559-0343	Sales which are qualified

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

Initials: Landlord LD; Tenant _____

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EXHIBIT "B"

INDOOR AIR QUALITY SAFE PRACTICES

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

Controlling indoor air quality involves integrating three main strategies:

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

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

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

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

Prior to Occupancy:

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

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

The space provided for the tenant has been designed to be capable of providing adequate ventilation air to meet ASHRAE Std. 62.1-2016.]

Air Quality Guidelines		
Parameter	Limit / Range	Reference
Air Movement	0.8 ft/s or 0.25 m/s	ASHRAE Standard 55-2017 ISO 7730
Ventilation (fresh air)	15 to 60 cfm/person Minimum depending on type of space	ASHRAE Standard 55-2017 ISO 7730
Ventilation (CO ₂)	1000 ppm indoors ambient	OSHA Technical Manual OTM

The operative temperature is recommended to range in which, theoretically, at least 90% of occupants wearing light clothing during primarily sedentary activity will find the environment thermally acceptable is between 68 to 82 degrees Fahrenheit according to the American Society of Heating, Refrigeration and Air-Conditioning Engineers (ASHRAE). The relative humidity is recommended to be below 60% level by the OSHA IAQ Technical Manual and NIOSH to prevent the growth of mold/mildew. According with ASHRAE recommended acceptable Carbon Dioxide levels range of below 700 ppm and Carbon Monoxide levels within acceptable limits of below 9 ppm for occupant comfort.

Suggested Ranges of Temperature and Relative Humidity During Summer and Winter		
(Assumes typical summer and winter clothing at light/sedentary activity levels)		
Relative Humidity	Summer Temperature	Winter Temperature
30% to 65%	74° F - 82° F	68° F - 78° F

NAAQS Table

The Clean Air Act, which was last amended in 1990, requires EPA to set National Ambient Air Quality Standards (40 CFR part 50) for pollutants considered harmful to public health and the environment. The Clean Air Act identifies two types of national ambient air quality standards.

Primary standards provide public health protection, including protecting the health of "sensitive" populations such as asthmatics, children, and the elderly.

Secondary standards provide public welfare protection, including protection against decreased visibility and damage to animals, crops, vegetation, and buildings.

The EPA has set National Ambient Air Quality Standards for six principal pollutants, which are called "criteria" air pollutants. Periodically, the standards are reviewed and may be revised. The current standards are listed below. Units of measure for the standards are parts per million (ppm) by volume, parts per billion (ppb) by volume, and micrograms per cubic meter of air ($\mu\text{g}/\text{m}^3$).

<u>Pollutant</u> [links to historical tables of NAAQS reviews]	<u>Primary/Secondary</u>	<u>Averaging Time</u>	<u>Level</u>	<u>Form</u>	
<u>Carbon Monoxide (CO)</u>	primary	8 hours	9 ppm	Not to be exceeded more than once per year	
		1 hour	35 ppm		
<u>Lead (Pb)</u>	primary and secondary	Rolling 3 month average	0.15 µg/m ³ (1)	Not to be exceeded	
<u>Nitrogen Dioxide (NO₂)</u>	primary	1 hour	100 ppb	98th percentile of 1-hour daily maximum concentrations, averaged over 3 years	
	primary and secondary	1 year	53 ppb (2)	Annual Mean	
<u>Ozone (O₃)</u>	primary and secondary	8 hours	0.070 ppm (3)	Annual fourth-highest daily maximum 8-hour concentration, averaged over 3 years	
<u>Particle Pollution (PM)</u>	PM _{2.5}	primary	1 year	12.0 µg/m ³	annual mean, averaged over 3 years
		secondary	1 year	15.0 µg/m ³	annual mean, averaged over 3 years
		primary and secondary	24 hours	35 µg/m ³	98th percentile, averaged over 3 years
	PM ₁₀	primary and secondary	24 hours	150 µg/m ³	Not to be exceeded more than once per year on average over 3 years
<u>Sulfur Dioxide (SO₂)</u>	primary	1 hour	75 ppb (4)	99th percentile of 1-hour daily maximum concentrations, averaged over 3 years	
	secondary	3 hours	0.5 ppm	Not to be exceeded more than once per year	

(1) In areas designated nonattainment for the Pb standards prior to the promulgation of the current (2008) standards, and for which implementation plans to attain or maintain the current (2008) standards have not been submitted and approved, the previous standards (1.5 µg/m³ as a calendar quarter average) also remain in effect.

(2) The level of the annual NO₂ standard is 0.053 ppm. It is shown here in terms of ppb for the purposes of clearer comparison to the 1-hour standard level.

(3) Final rule signed October 1, 2015, and effective December 28, 2015. The previous (2008) O₃ standards additionally remain in effect in some areas. Revocation of the previous (2008) O₃ standards and transitioning to the current (2015) standards will be addressed in the implementation rule for the current standards.

(4) The previous SO₂ standards (0.14 ppm 24-hour and 0.03 ppm annual) will additionally remain in effect in certain areas: (1) any area for which it is not yet 1 year since the effective date of designation under the current (2010) standards, and (2) any area for which an implementation plan providing for attainment of the current (2010) standard has not been submitted and approved and which is designated nonattainment under the previous SO₂ standards or is not meeting the requirements of a SIP call under the previous SO₂ standards (40 CFR 50.4(3)). A SIP call is an EPA action requiring a state to resubmit all or part of its State Implementation Plan to demonstrate attainment of the required NAAQS.

Indoor Air Quality Program

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

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

Indoor air quality (IAQ) problems

Indoor air quality (IAQ) problems are not limited to air pollution sources. Some of these buildings may be inadequately ventilated. For example, mechanical ventilation systems may not be designed or operated to provide adequate amounts of outdoor air. Finally, people generally have less control over the indoor environment in their offices than they do in their homes. As a result, there has been an increase in the incidence of reported health problems.

Common IAQ problem:

-Molds are part of the natural environment, and can be found everywhere, indoors and outdoors. Mold is not usually a problem, unless it begins growing indoors. **The best way to control mold growth is to control moisture.**

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

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

EXHIBIT "C"

SIGN CRITERIA

All signs and window lettering require a detailed rendering submitted for Landlord's approval before installation.

1. Tenant(s) shall provide, have installed and illuminate a lighted business identification sign on store front façade. Upon termination of lease, tenant(s) shall remove and patch back holes at tenant(s) expense. Tenant shall also provide and have installed cut vinyl window lettering and logos, one under canopy sign and two (2) pylon signs ("Pylon Signs"), which Pylon Signs shall be in areas designated by Landlord. The signage rental for each of the Pylon Signs shall initially be \$100.00 per month per Pylon Sign (prorated for any partial months), subject to adjustment upon thirty (30) days' prior written notice to Tenant. The signage rental charges above do not include Florida state and county sales and use tax or other taxes, fees or charges, all of which are payable by Tenant.
2. Facade signs shall be individual letters or combination mark, LED illuminated, attached to a raceway or wireway and mounted to facade; raceway or wireway and returns are painted to building standard.
 - A. Recommended type styles are bold styles of Helvetica, Futura, and Corinthian. Any other and/or non-traditional styles and/or all logos are subject to approval by Landlord. The color and type style of each letter face is subject to approval by Landlord.
 - B. Width of sign shall be limited to 75% of store front width.
 - C. Height of sign shall be limited to a maximum 24"¹ and a minimum of 16".
 - D. If letters are all one size, maximum shall be 24" and a minimum of 16".
 - E. If letters are upper and lower-case, upper-case maximum 24" lower case maximum 18".
 - F. Letters shall have aluminum bronze colored or registered business letters and combination mark-colored cans and trim caps.
 - G. Raceway or wireway shall be constructed from extruded materials and shall contain all wiring connections, appropriate transformers, mounting brackets, wiring conduit and timer, all of which are to be hidden from view. If Raceway is utilized, it shall not exceed 6" in height and 6" in depth.
 - H. Signs shall be lighted from dusk to dawn, seven days a week.
3. Under canopy sign shall be in conformity to center standards and approved by Landlord.
4. Pylon signs shall be in conformity to center standards and approved by Landlord.

¹ Tenant team – the approval of 30" letter size was granted only for that specific sign in 2019.

5. No exposed LED, flashing signs, protruding signs or barriers of any kind are acceptable
6. All sign work is to be performed by a licensed and insured sign company.
7. Tenant shall be responsible for poor workmanship, construction, and mounting. Tenant shall bear the cost of mounting and correcting said poor workmanship. The intent is to have sign constructed and installed in a professional manner which compliments and blends with existing signs.
8. Tenant is responsible for permitting and meeting all zoning codes requirements and shall hold Landlord harmless from any violations resulting therefrom

EXHIBIT "D"

COMMON AREA COSTS

1. Expenses related to the ownership, operation, maintenance, management (including management fees), equipping, repair or security of the Shopping Center, including salaries, taxes, insurance, and employee benefits;
2. All supplies and materials used in the operation, maintenance or repair of the Shopping Center, including any exterior landscaping and holiday decorations;
3. Costs of utilities for the Common Area of the Shopping Center, including the cost of water and electric;
4. Expenses related to the repair, service, or maintenance of the Shopping Center and the equipment therein, including roof replacement, window cleaning, electrical repair, sprinkler system maintenance and repair, signage maintenance and repair, pest control, plate glass repair and replacement, elevator maintenance and janitorial service;
5. All capital expenditures related to the ownership, operation, maintenance and repair of the Shopping Center, including those incurred to effect a reduction in the operating expenses of the Shopping Center or which relate to a capital item installed pursuant to any applicable law, reserves for replacement of capital items and depreciation of machinery and equipment used in connection with the Shopping Center and its maintenance; and
6. Costs of cleaning, landscaping, painting, policing, providing security (if Landlord elects to provide security), fire protection, drainage, striping, repair and replacement of parking surfaces, and of complying with applicable laws enacted or effective after the date hereof (or interpretations hereafter rendered with respect to any existing law).
7. All expenses related to the development and/or modify and operate the Shopping Center to achieve the objectives of the Environmental Management Plan, if any, including without limitation, the costs of data collection, reporting, commissioning and re-commissioning the Shopping Center or any part thereof. "Environmental Management Plan" shall mean a plan designed by Landlord from time to time to encourage and promote the implementation of certain environmental objectives on the part of each of the Landlord and the Tenant. Notwithstanding the foregoing, Landlord shall not be obligated to develop such Environmental Management Plan.
8. All costs incurred for any of the following: (i) all costs of maintaining, managing, reporting, commissioning, and re-commissioning the Shopping Center, the Property or any part thereof which is designed, renovated, modified, upgraded and/or built to be sustainable and conform with the U.S. Environmental Protection Agency's Energy Star ® rating system and/or Design to Earn Energy Star 71 ("Energy Star Rating System"), the Green Building Initiative's Green Globes™ for Continual Improvement of Existing Buildings ("Green Globes™-CIEB") standards, the U.S. Green Building Council's Leadership in Energy and Environmental Design ("LEED") rating system, or any similar program or rating system of any successor to any of the foregoing entities or of any federal, state or municipal governmental or quasi-governmental authority; (ii) all costs of applying, reporting and commissioning the Shopping Center, the Property or any part thereof to seek certification under the Energy Star Rating system, Green Globes™-CIEB, LEED rating system, or other similar rating system; and (iii) all costs of alterations, installations,

improvements, replacements, repairs and equipment whether structural or non-structural, ordinary or extraordinary, foreseen or unforeseen, and whether or not required by this Lease incurred (x) in connection with any of the foregoing or (y) to contribute to the slowing of global warming, the lowering of the Shopping Center's or the Property's carbon footprint or the saving of energy consumed in the Shopping Center and/or the Property (whether such saving is of tenant electricity or base Shopping Center or Property energy) or (z) to comply with any Legal Requirements which are intended to lower the Shopping Center's or the Property's carbon footprint or save energy; provided, that if under GAAP, any of the costs referred to in this clause are incurred after the base lease year and required to be capitalized ("Green CapEx"), then such Green CapEx, together with interest thereon at the Prime Rate in effect as of December 31 of the year in which such expenditure is made, shall be amortized or depreciated, as the case may be, over a period of time which shall be the shorter of: (I) the useful life of the item in question, as reasonably determined by Landlord; or (II) 5 years; provided, that with respect to any Green CapEx capital improvement and/or any machinery or equipment which is made or becomes operational, as the case may be, after the base lease year, and which has the effect of reducing the expenses which otherwise would be included in Common Area Costs, the amount included in Common Area Costs in any lease year until such Green CapEx has been fully amortized or depreciated, as the case may be, shall be an amount which is the sum of: (1) the amortization or depreciation, as the case may be, of such Green CapEx, which is included in Common Area Costs pursuant to the foregoing provisions in this clause plus (2) the amount of savings, as reasonably estimated by Landlord, resulting from the installation and operation of such capital improvement and/or machinery or equipment.

EXHIBIT "E"

INTENTIONALLY OMITTED

EXHIBIT "F"

SHOPPING CENTER RULES AND REGULATIONS

The following rules and regulations shall apply to Tenant's use of Premises and the Shopping Center, and the appurtenances thereto:

1. The Common Area shall not be obstructed by Tenant or used for purposes other than parking, ingress and egress to and from the Premises and for going from one to another part of the Shopping Center.

2. Plumbing, fixtures and appliances shall be used only for the purposes for which designed, and no sweepings, rubbish, rags or other unsuitable material shall be thrown or deposited therein. Damage resulting to any such fixtures or appliances from misuse by Tenant or its agents, employees or invitees, shall be paid by Tenant.

3. No signs, advertisements or notices shall be painted or affixed on or to any windows or doors or other part of the Shopping Center without the prior written consent of Landlord other than a sign indicating the operating hours of the library which is deemed herein to have been approved by the Landlord upon execution of the Lease. No nails, hooks or screws shall be driven or inserted in any part of the Shopping Center except by Shopping Center maintenance personnel.

4. Landlord shall provide all door locks at the entry of Tenant's Premises, at the cost of Tenant, and Tenant shall not place any additional door locks in the Premises without Landlord's prior written consent. Landlord shall furnish to Tenant a reasonable number of keys to Tenant's Premises, at Tenant's cost, and Tenant shall not make duplicates thereof.

5. Tenant shall not make or permit any vibration or improper, objectionable or unpleasant noises or odors in the Shopping Center or otherwise interfere in any way with other tenants or persons having business with them.

6. No machinery of any kind (other than normal office equipment) shall be operated by Tenant without Landlord's prior written consent, nor shall Tenant use or keep in the Shopping Center any flammable or explosive fluid or substance.

7. Landlord will not be responsible for lost or stolen personal property, money or jewelry from a tenant's premises or public or common areas regardless of whether such loss occurs when the area is locked against entry or not.

8. No vending or dispensing machines of any kind may be maintained in any leased premises without the prior written permission of Landlord.

9. Tenant shall not conduct any activity on or about the Premises or Shopping Center which will draw pickets, demonstrators, or the like.

10. All vehicles are to be currently licensed, in good operating condition, parked for business purposes having to do with Tenant's business operated in the Premises, parked within parking spaces designated by Landlord from time to time, one vehicle to each space. No vehicle shall be parked as a "billboard" vehicle in the parking lot. Any vehicle parked improperly may be towed away. Tenant, Tenant's agents, employees, vendors and customers who do not operate or park their vehicles as required shall subject the vehicle to being towed at the expense of the owner or driver. Landlord may place a "boot" on the vehicle to immobilize it and may levy a charge of \$50.00 to remove the "boot." Tenant shall indemnify, hold and save harmless Landlord of any liability arising from the towing or booting of any vehicles belonging to a Tenant Party.

11. No tenant may enter into phone rooms, electrical rooms, mechanical rooms, or other service areas of the Shopping Center unless accompanied by Landlord or the Shopping Center manager.

12. Tenant will not permit any Tenant Party to bring onto the Shopping Center any handgun, firearm or other weapons of any kind, illegal drugs or alcoholic beverages, unless expressly permitted by Landlord in writing.