

MEMORANDUM

Agenda Item No. 11(A)(14)

TO: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

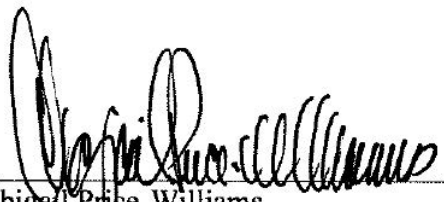
DATE: July 21, 2020

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Resolution approving an allocation of an amount not to exceed \$450,000.00 from the funds received by the County pursuant to Resolution No. R-860-13 for projects located within the Overtown area to the Department of Regulatory and Economic Resources, Division of Environmental Resources Management ("DERM") for the purpose of undertaking environmental remediation of 30,000 square feet of County-owned property located at 430 N.W. 9th Street, Miami, Florida ("property"); directing the County Mayor, through DERM and any of its third party contractors, to undertake the necessary environmental remediation of the property; approving a lease agreement pursuant to section 125.38, Florida Statutes, between County, as landlord, and World Literacy Crusade of Florida, Inc., (soon to be known as Girl Power Rocks, Inc.), a Florida not-for-profit corporation, as tenant, for the lease of the property for initial term of 30 years and two options to renew of 20 years each at annual rent of \$10.00; waiving Implementing Order 8-4, and certain provisions of Resolution No. R-407-19; delegating authority to County Mayor to finalize and execute lease agreement and to exercise any and all rights conferred therein

Resolution No. R-753-20

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Chairwoman Audrey M. Edmonson.


Abigail Price-Williams
County Attorney

APW/uw

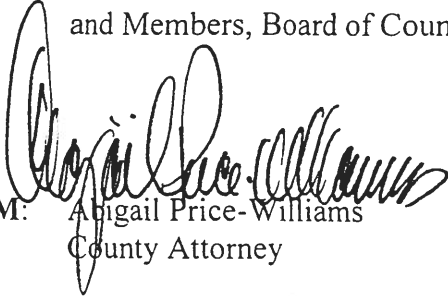


MEMORANDUM

(Revised)

TO: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

DATE: July 21, 2020

FROM: 
Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 11(A)(14)

Please note any items checked.

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

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 11(A)(14)
7-21-20

RESOLUTION NO. _____ R-753-20

RESOLUTION APPROVING AN ALLOCATION OF AN AMOUNT NOT TO EXCEED \$450,000.00 FROM THE FUNDS RECEIVED BY THE COUNTY PURSUANT TO RESOLUTION NO. R-860-13 FOR PROJECTS LOCATED WITHIN THE OVERTOWN AREA TO THE DEPARTMENT OF REGULATORY AND ECONOMIC RESOURCES, DIVISION OF ENVIRONMENTAL RESOURCES MANAGEMENT (“DERM”) FOR THE PURPOSE OF UNDERTAKING ENVIRONMENTAL REMEDIATION OF 30,000 SQUARE FEET OF COUNTY-OWNED PROPERTY LOCATED AT 430 N.W. 9TH STREET, MIAMI, FLORIDA (“PROPERTY”); DIRECTING THE COUNTY MAYOR OR COUNTY MAYOR’S DESIGNEE, THROUGH DERM AND ANY OF ITS THIRD PARTY CONTRACTORS, TO UNDERTAKE THE NECESSARY ENVIRONMENTAL REMEDIATION OF THE PROPERTY; APPROVING A LEASE AGREEMENT PURSUANT TO SECTION 125.38, FLORIDA STATUTES, BETWEEN COUNTY, AS LANDLORD, AND WORLD LITERACY CRUSADE OF FLORIDA, INC., (SOON TO BE KNOWN AS GIRL POWER ROCKS, INC.), A FLORIDA NOT-FOR-PROFIT CORPORATION, AS TENANT, FOR THE LEASE OF THE PROPERTY FOR INITIAL TERM OF 30 YEARS AND TWO OPTIONS TO RENEW OF 20 YEARS EACH AT ANNUAL RENT OF \$10.00; WAIVING IMPLEMENTING ORDER 8-4, AND CERTAIN PROVISIONS OF RESOLUTION NO. R-407-19; DELEGATING AUTHORITY TO COUNTY MAYOR OR MAYOR’S DESIGNEE TO FINALIZE AND EXECUTE LEASE AGREEMENT AND TO EXERCISE ANY AND ALL RIGHTS CONFERRED THEREIN

WHEREAS, World Literacy Crusade of Florida, Inc., who is soon to be known as Girl Power Rocks, Inc. as a result of a recent name change amendment set to be effective August 1, 2020, (“World Literacy Crusade”) is an international 501(c)(3) non-profit corporation founded in 1997 as a result of the growing rate of crime, poverty, illiteracy and hopelessness that is prevalent in inner-city and underserved communities; and

WHEREAS, World Literacy Crusade launched certain programs in January 2000 as an organization of positive social change for girls ages eleven to seventeen; and

WHEREAS, World Literacy Crusade offers several empowerment programs to young girls and their families throughout Miami-Dade County including, Girls Rock After-School; Summer Camp; Sister Circle Mentoring; Girls' Choir of Miami and Post Arrest Diversion programs and plans to offer additional free or low cost social service and economic empowerment and development programs for at-risk girls and women ("Girl Power programs"); and

WHEREAS, the current Girl Power programs aim to prevent/reduce truancy, academic failure and school suspension among middle school girls as well as the number of middle school girls entering into the juvenile justice system; and

WHEREAS, on November 2, 2004, voters overwhelmingly approved eight referendum questions to fund more than 300 capital improvement projects throughout Miami-Dade County over an approximately 18 to 20 year period, comprising the Building Better Communities General Obligation Bond ("Bond") Program; and

WHEREAS, Bond Program Project No. 223 - "Not-for-Profit Community Organization Capital Fund," with a total allocation of \$30 million, was approved as a part of the Bond Program; and

WHEREAS, on July 24, 2007, this Board adopted Resolution No. R-884-07 after a competitive request for proposals process, which approved allocations to 37 not-for-profit entities totaling the full \$30 million from Bond Program Project No. 223, including World Literacy Crusade, which was awarded \$485,000.00 for the construction and development of a social and educational complex for the Girl Power Programs (the "project"); and

WHEREAS, pursuant to Resolution No. R-860-13, the County holds funds in a trust fund (“Overtown trust fund”) for the purpose funding projects that support redevelopment efforts in the Overtown area; and

WHEREAS, World Literacy Crusade has identified a County-owned property located in the Overtown area located at 430 N.W. 9th Street, Miami, Florida (Folio No. 01-0103-030-1020) (the “property”) for the construction and development of the project; and

WHEREAS, the market rental rate for the property is not available but according to the Property Appraiser’s website, the property has a market value of \$480,000.00; and

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

WHEREAS, World Literacy Crusade’s use of the property for development of the project to provide Girl Power Programs and residential housing for at-risk girls and women represents a public purpose consistent with promoting community interest and welfare; and

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

WHEREAS, this Board, pursuant to section 125.38, Florida Statutes, wishes to lease the property to World Literacy Crusade for a term of 30 years, with two options to renew of 20 years each at an annual rental rate of \$10.00; and

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

WHEREAS, this Board finds that in light of the proposed use of the property, the substantial capital expenditure of funds necessary to construct the project, and the hardship that rent would impose on the operations of World Literacy Crusade, a compelling reason exists to forego rent beyond a nominal amount with respect to the property; and

WHEREAS, notice was conspicuously posted on the property on July 13, 2020 to notify the public that this Board would be considering the lease of the property to World Literacy Crusade for the development of the project; and

WHEREAS, on October 3, 2019, this Board adopted Resolution No. R-1077-19, which approved an allocation of an amount not to exceed \$75,000.00 from the Overtown trust fund to cover the costs of conducting an environmental assessment of the property, and directed the County Mayor or County Mayor's designee, through DERM, to conduct the environmental assessment of the property, prior to the transfer of the property to World Literacy Crusade; and

WHEREAS, the environmental assessment of the property was conducted pursuant to Resolution No. R-1077-19, which resulted in the discovery of adverse environmental conditions and contamination that need to be remediated in order to lease the property to World Literacy Crusade; and

WHEREAS, the Miami-Dade County Regulatory and Economic Resources Department, Division of Environmental Resources Management ("DERM") has advised that there is free-phase petroleum floating on the water table and arsenic, lead, mercury and petroleum compounds in the soil, and has determined that the cost of the environmental remediation will not exceed \$450,000.00; and

WHEREAS, this Board wishes to allocate \$450,000.00 from the Overtown trust fund to be available to DERM to cover the cost of the environmental remediation,

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

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

Section 2. This Board approves an allocation of an amount not to exceed \$450,000.00 from the Overtown trust fund to cover the costs of the environmental remediation of the property.

Section 3. This Board directs the County Mayor or County Mayor's designee, through DERM and its third-party contractors, to conduct the environmental remediation of the property.

Section 4. This Board approves, pursuant to section 125.38, Florida Statutes, the lease of the property to World Literacy Crusade to develop the project and provide the Girl Power Programs and residential housing for at-risk girls and women in furtherance of the community interest and welfare purposes for which it was established.

Section 5. This Board waives Implementing Order 8-4 and the requirement of Resolution No. R-407-19 that the public notice be posted no less than four weeks prior to Board consideration, as eight days' advance notice was provided for this lease.

Section 6. This Board hereby approves the lease agreement between the County, as landlord, and World Literacy Crusade, as tenant, for the property in generally the form attached hereto, which lease agreement provides for an initial term of 30 years with two options to renew of 20 years each at an annual rental rate of \$10.00.

Section 7. This Board delegates the authority to the County Mayor or Mayor's designee to negotiate, finalize the terms of, and execute the lease agreement with World Literacy Crusade, subject to final review and approval by the County Attorney's Office, provided: (a) said terms and conditions are no less favorable, financially or otherwise, to the County as those terms contained in the lease agreement attached to this resolution; (b) said terms and conditions at all times require the use and development of the property by World Literacy Crusade for the purpose

of providing Girl Power Programs and residential housing for at-risk girls and women; and (c) no policies of this Board are violated or modified in the final terms of the lease agreement. This Board further authorizes the County Mayor or the County Mayor's designee to exercise any and all other rights conferred in the lease agreement and to complete all acts necessary to effectuate the lease agreement.

Section 8. This Board directs the County Mayor or the County Mayor's designee to submit a copy of the final, executed lease agreement the Clerk of the Board, who shall file same along with this resolution.

Section 9. The Board directs the County Mayor or County Mayor's designee to appoint staff to monitor the lease agreement, and to provide the Property Appraiser's Office with a copy of the executed lease agreement, within 30 days of its execution.

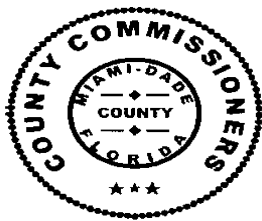
The Prime Sponsor of the foregoing resolution is Chairwoman Audrey M. Edmonson. It was offered by Commissioner **Jean Monestime**, who moved its adoption. The motion was seconded by Commissioner **Dennis C. Moss** and upon being put to a vote, the vote was as follows:

Audrey M. Edmonson, Chairwoman	aye
Rebeca Sosa, Vice Chairwoman	aye
Esteban L. Bovo, Jr.	aye
Jose "Pepe" Diaz	aye
Eileen Higgins	aye
Joe A. Martinez	aye
Dennis C. Moss	aye
Xavier L. Suarez	absent
Daniella Levine Cava	aye
Sally A. Heyman	aye
Barbara J. Jordan	aye
Jean Monestime	aye
Sen. Javier D. Souto	aye

The Chairperson thereupon declared this resolution duly passed and adopted this 21st day of July, 2020. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

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

HARVEY RUVIN, CLERK



By: **Melissa Adames**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

MRP

Monica Rizo Perez
Terrence A. Smith

LEASE AGREEMENT

This Lease Agreement (the “**Lease**”) is entered into and made on this _____ day of _____, 20____ by and between **Miami-Dade County**, a political subdivision of the State of Florida (the “**Landlord**”), and **World Literacy Crusade of Florida, Inc.**, (soon to be known as Girl Power Rocks, Inc.) a Florida not-for profit-corporation (the “**Tenant**”). The Landlord and the Tenant are sometimes collectively referred to as the “**Parties**.”

BACKGROUND RECITALS

- A. The Landlord is the owner of certain real property located at 430 N.W. 9 Street, Miami, Florida, 33128 (Folio No. 01-0103-030-1020) (the “Premises”); and
- B. The Landlord has determined that the Premises, consisting of approximately 30,000 square feet of vacant land, is available for development, as more specifically described in Article 3 of this Lease; and
- C. The Tenant is developing “Mama Hattie’s House” to consist of a facility to house Tenant’s administrative operations and to provide low cost or free social services empowerment programs, among other social services and economic empowerment and development programs for at-risk girls and women,, and residential housing for at-risk girls and women; and
- D. The Landlord acknowledges that housing for at-risk girls and women and administrative support space for the Tenant to provide its low-cost or free empowerment programs , among other social services and economic empowerment and development programs for at-risk girls and women,, and residential housing for at-risk girls and women, is a public purpose consistent with promoting community interest and welfare; and
- E. The Landlord has determined that it does not have a need to utilize or otherwise occupy the Premises; and
- F. The Landlord, pursuant to Section 125.38, Florida Statutes, finds that the Tenant requires the Premises to promote the community interest and welfare of the public, and the Premises is not otherwise needed for the Landlord’s purposes; and
- G. The Landlord is desirous of entering into this Lease, pursuant to Section 125.38, Florida Statutes, with the Tenant for a term of thirty (30) years, with two (2), twenty (20) year options to renew, so long as the Tenant, at all times, remains a not-for-profit entity, uses the Premises consistent with this Lease, makes the Premises available solely for the purposes set forth herein, and timely complies with any and all rules, regulations, laws and ordinances; and
- H. The Landlord, through its Board of County Commissioners, by Resolution, R-[]-20, has determined that it is in the best interest of the Landlord to lease the Premises to the Tenant, consistent with the terms and conditions of this Lease.

In consideration of the mutual promises and covenants contained in this Lease, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

TERMS

The Landlord, for and in consideration of the restrictions and covenants contained in this Lease, leases to Tenant, and Tenant agrees to lease from Landlord, the Premises and does so in accordance with the terms and conditions of this Lease.

ARTICLE 1

INCORPORATION OF BACKGROUND RECITALS

1.1 The Parties agree that the Background Recitals are true and correct and are incorporated in this Lease by reference.

ARTICLE 2

DEFINITIONS

2.1 The words “**Certificate of Occupancy**” shall mean the permanent certificate issued by the government agency and/or department authorized to issue a certificate of occupancy or certificate of completion, or similar document, as applicable, evidencing that the applicable building(s) is (are) ready for occupancy, in accordance with all of the applicable laws and ordinances.

2.2 The words “**Commencement of Construction**” and “**Commenced Construction**” shall mean when used in connection with construction of the Project, the earlier of the filing of the notice of commencement under Florida Statutes, Section 713.13, or the visible start of work on the site of the Project (as defined below in Section 2.14), including on-site utility, excavation, or soil stabilization work. In order to meet the definition of “**Commencement of Construction**” or “**Commenced Construction**,” such filing of the notice or visible start of work must occur after Tenant has received a building permit for the Project.

2.3 The words “**Completion of Construction**” or “**Complete Construction**” shall mean the date that the Tenant secures a Certificate of Occupancy for the Project.

2.4 The words “**Development Concept**” shall mean and include the overall site plan, building elevations, space plans, and configuration of Improvements, as articulated for the Project.

2.5 The words “**Force Majeure**” shall mean when the Tenant and/or the Landlord shall be excused for the period of any delay and shall not be deemed in default with respect to the performance of any of the non-monetary terms, covenants, and conditions of this Lease when prevented from so doing by cause or causes beyond Tenant’s or Landlord’s control (including causes to the extent due to the action or inaction of the other party), excluding filing of bankruptcy, but which shall include, without limitation, all labor disputes, governmental regulations or controls, 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. However, in order for the Tenant or Landlord to claim or otherwise take advantage of force majeure, such party must first notify the other party in writing of the event, and then secure from the other party a written acknowledgement that the other party recognizes the existence of an event of force majeure. Further, the Landlord or Tenant, as applicable, shall only be entitled to an extension of time, equal to the exact same period of the force majeure delay to complete its duty to perform under the terms and conditions of this Lease.

2.6 The word “**Improvements**” shall mean any and all buildings and/or other structures built or to be built on the Premises, and the parking areas (including, but not limited to, any structured parking facility), hardscaping, landscaping, amenities, and all related infrastructure, installations, fixtures, equipment, utilities, site-work, and other improvements existing or to be developed upon the Premises.

2.7 The words “**Lease Commencement Date**” shall mean the date upon which the Landlord shall turn the Premises over, for occupancy, tenancy and control to the Tenant. The Lease Commencement Date shall be evidenced by a letter sent from the Landlord to the Tenant setting forth the Lease Commencement Date.

2.8 The words “**Lending Institution**” means any bank or trust company, mortgage bank, savings bank, credit union, national banking association, savings and loan association, building and loan association, insurance company, tax credit syndication entity, registered real estate investment trust, or other financial institution, commercial lender, or governmental agency, and which customarily provides service or otherwise aids in the financing of mortgages on real property, and/or real property leaseholds, or purchase money mortgages, or any federal, state, or local governmental authority.

2.9 The words “**Outside Completion Date**” shall mean the last date available under this Lease for the Tenant to Complete Construction of the Project and which date shall be December 31, 2024.

2.10 The words “**Plans and Specifications**” shall mean the architectural and engineering designs, plans and specifications for all the work in connection with the construction of the Project, in accordance with the Development Concept, which shall be prepared by duly licensed and qualified architects, engineers and design professionals and shall include any changes, additions or modifications, provided the same are approved, if required, as provided for by the Landlord in this Lease.

2.11 The word “**Premises**” means the land with any and all buildings, structures, and improvements thereon being leased by the Landlord to the Tenant for the development of the Project. The Premises is approximately 30,000 square feet of vacant land, and is depicted in the map of the Premises, shown in “**Exhibit A**”, and which is incorporated in this Lease by reference. The Premises is further described in Article 3 of this Lease.

2.12 The word “**Project**” shall mean the overall development on the Premises with a facility, which will consist of administrative and program space to be used by the Tenant and no less than 20 units of residential housing units for young girls and women who are at-risk, all as it is further depicted and described in the Development Concept. All of the residential units shall be

occupied by girls and women who are at risk. The Project shall also encompass communal social and recreational space, as well as a common space for educational and therapeutic services for the use of the occupants and other at-risk youth served by the Tenant.

ARTICLE 3

DESCRIPTION OF PREMISES

3.1 Upon the Lease Commencement Date, the Landlord leases the Premises to Tenant, and Tenant rents the Premises from Landlord, subject to the terms, covenants, conditions and provisions of this Lease.

3.2 Landlord and Tenant agree that the square footage of the Premises is approximately 30,000 square feet and further that the square footage of the Premises is only an approximation of size, as the Premises has not been duly measured by the Landlord. Moreover, the Tenant, has visited the Premises, and therefore is fully aware of the size of the Premises, and has determined that the Premises is of sufficient size for its intended purposes.

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

ARTICLE 4

TERM

4.1 **Effective Date.** This Lease shall become effective on the first day of the month after its approval by the Board, and the expiration of the ten (10) day veto period by the Mayor of Miami-Dade County; and if vetoed by the Mayor, shall only become effective upon a two-thirds (2/3) vote of the Board overriding the Mayor’s veto (“**Effective Date**”).

4.2 **Lease Commencement Date.** The Lease Commencement Date shall be the date that the Landlord has completed its environmental clean-up of the Premises, as evidenced by a written letter from the Landlord to the Tenant stating that Landlord has completed its environmental work on the Premises. The Parties further acknowledge and agree that the Lease Commencement Date shall be no later than December 31, 2021. However, notwithstanding the foregoing, the Parties further agree that if the Tenant has not been able to secure all of the necessary funding to Commence Construction for the Project by the Lease Commencement Date, as set forth in the Landlord’s letter to the Tenant, notifying the Tenant that the environmental clean-up of the Premises has been completed, then the Tenant may request to extend the time period for the Lease Commencement Date in six (6) month intervals, up to a total period of twelve (12) months, to secure all of the requisite funding for the Project. However, such extension(s) of time shall have no impact on the timeline for the Tenant to either Commence Construction or Complete Construction of the Project. The Landlord may, in its reasonable discretion, grant or deny the request for any extension of time for the Lease Commencement Date.

4.3 **Condition Precedent to Lease Commencement Date.** The Tenant shall provide Landlord with evidence reasonably satisfactory to the Landlord that it has all of the funds and financing secured and in place for the Project, and that the Tenant has a developer or general contractor, as defined below, under contract to Complete Construction of the Project. Financing for the Project may include, but is not limited to, (a) grants, (b) loan commitments, (c) the proceeds of bonds issued by any applicable state agency or local government or authority; (d) gap financing; (e) state or local loans, (f) other local government subsidy; (g) construction and/or permanent loan financing from a traditional state-chartered bank, or any other Lending Institution. Should the Tenant be unable to secure the requisite financing for the Project by the Lease Commencement Date (including any approved extensions thereof), then this Lease shall automatically terminate, and Tenant shall have no right to cure such termination. Upon the automatic termination of this Lease, Tenant agrees that it shall immediately surrender any and all interest in and to the Premises to Landlord, without any notice or demand by the Landlord. Any such termination shall be without any compensation and/or reimbursement, whatsoever, to Tenant, and at no cost to Landlord.

4.4 **Term.** The term of this Lease shall begin on the Lease Commencement Date, and shall be for a period of thirty (30) years, plus two (2) additional twenty (20) year renewal option periods, as further described in this Lease. This Lease shall automatically expire, without notice, thirty (30) years after the Lease Commencement Date, which shall be described as the “**Expiration Date**,” subject, however to Section 4.5 of this Lease.

4.5 **Renewal Options.** Regarding the renewal option periods, the Parties agree that the term of this Lease may be renewed, at Tenant’s option, for two (2) separate renewal option periods of twenty (20) years each, so long as the Tenant is not in default of any of the terms and/or conditions of this Lease, beyond any applicable cure period. The Tenant shall send written notice to Landlord no earlier than eighteen (18) months and not later than six (6) months prior to the Expiration Date of the then-effective term that it desires to renew the lease for Lease.

4.6 **Possession.** Landlord shall deliver possession of the Premises on the Lease Commencement Date, at which time Tenant shall take possession thereof. Landlord and Tenant further agree that after the Lease Commencement Date Tenant shall have permission, without the prior written consent of Landlord, to enter upon the Premises for the purpose of conducting investigations of the Premises, and performing the construction of the Project (in accordance with the terms and conditions of this Lease, specifically Article 6), which right shall include the responsibility of Tenant to hold Landlord harmless from and against any and all actions, suits claims and causes of action, and to secure and maintain the appropriate insurance as dictated by this Lease. The Parties further agree that prior to the Lease Commencement Date the Landlord shall be permitted to utilize and improve the Premises as it deems necessary, without any permission or authorization required by the Tenant.

4.7 **Expiration Date.** Except as set forth in Section 4.4, the Tenant agrees that not only shall this Lease expire on the Expiration Date without the necessity of any notice from either the Landlord or the Tenant to terminate the same, but also Tenant waives any notice to vacate or quit the Premises, and agrees that Landlord shall be entitled to the benefit of all provisions of law respecting the summary recovery of possession of the Premises from a tenant holding over to the same extent as if statutory notice had been given. Tenant agrees that if it fails to surrender the Premises at the end of the term, or any renewal thereof, Tenant will be liable to Landlord for any

and all damages which Landlord shall suffer by reason thereof, and Tenant will indemnify Landlord against all claims and demands made by any succeeding tenants and/or developers against Landlord founded upon delay by Landlord in delivering possession of the Premises to such succeeding tenant and/or developer.

4.8 **Holdover.** If Tenant shall be in possession of the Premises after the Expiration Date, as extended, in the absence of any agreement extending the term of this Lease, or the Landlord specifically terminating this Lease, the tenancy under this Lease shall become one of month-to-month, terminable by either party on thirty (30) days prior written notice. Such month-to-month tenancy shall be subject to all of the covenants, conditions, provisions, restrictions and obligations of this Lease and shall be subject to Rent (as described below) based upon the terms and conditions found in Article 5 of this Lease.

4.9 **Maintenance.** Notwithstanding any other provision in this Lease regarding maintenance, the Tenant acknowledges and agrees that after the Lease Commencement Date the Tenant shall be solely responsible for maintaining the Premises. Such maintenance by the Tenant, in accordance with this Lease, shall include, but not be limited to, installation and maintenance of a security fence(s) surrounding the Premises, any other security of the Premises, removal of any and all debris and trash, removal of any graffiti, landscaping (including, but not limited to, lawn cutting and tree trimming), pest control, sidewalk repair and/or replacement, and repair and/or replacement of any and all utility and/or irrigation lines.

4.10 **Impediments, Liens, Encumbrances and Environmental Condition.** The Tenant further acknowledges and agrees that, at its sole cost and expense, it shall, after the Lease Commencement Date, undertake a diligent effort to uncover and/or locate any impediments on or about the Premises which might be the source of any delay in developing the Premises, which hindrance(s) might be either physical or legal in nature, including, but not limited to any environmental condition and/or any liens, encumbrances, covenants, declaration of restrictions, declaration of restrictive covenants, limitations, easements, licenses and/or other similar impediments toward developing the Premises.

4.11 **Limitation of the Term.** As stated above in Section 4.4, the initial term of this Lease is for thirty (30) years. However, beginning on the Lease Commencement Date, the Tenant shall have to meet and comply with any and all of the “milestones” which have been agreed upon by the Parties. The milestones are found in Section 6.2 of this Lease. Should the Tenant fail to timely meet any or all of the milestones as provided for in Section 6.2 of this Lease, it shall be an event of default and this Lease shall automatically terminate and become void, and the Tenant shall immediately vacate the Premises. Should the Tenant timely meet and comply with all of the various milestones described in Section 6.2 of this Lease, then this Lease shall continue uninterrupted for the full term as stated in Section 4.2 of this Lease.

4.12 **Outside Completion Date.** The Tenant hereby acknowledges and agrees that the Tenant must Complete Construction of the Project upon the Premises by the Outside Completion Date, which is December 31, 2024.

ARTICLE 5

RENT

5.1 Tenant covenants and agrees to pay to the Landlord an amount equal to Ten Dollars (\$10.00) annually (hereinafter “Rent”). In addition to the Rent, the Tenant is also responsible to pay for any and all applicable taxes, including, but not limited to sales tax, as “Additional Rent.” All Rent, as well as any and all Additional Rent shall be payable and mailed to Miami-Dade County, Internal Services Department, Real Estate Development Division, 111 N.W. First Street, Suite 2460, Miami, Florida 33128, or at such other place and to such other person as Landlord may from time to time designate in writing, as set forth in this Lease. The Tenant further agrees to timely pay any and all Rent, and any Additional Rent, without stipulation, restriction, condition, reservation, deduction, or set-off. Further, the Tenant hereby acknowledges and agrees that it shall provide to the Landlord, without demand, copies of any and all financial closing statements, a sources and uses of funds statement for the Project, and the construction budget for the Project, as well as any and all information and supporting documentation regarding such construction budget. The Landlord reserves the right to audit any and all of the Tenant’s books and records.

5.2 Should the Tenant fail to pay the Rent on time, as described herein above, then there shall be a ten (10) day grace period for the Tenant to make the necessary rent payment to the Landlord. After the ten (10) day grace period, the Tenant shall then be liable to the Landlord for interest on such unpaid rent at the highest rate of interest permitted by law, plus a separate sum for liquidated damages in the amount of One Hundred (\$100.00) Dollars per day that such rent payment is late, or ten (10%) percent of the amount owed, whichever is greater, per day, and each day, and shall continue until unabated while the delinquent amount remains unpaid. The interest and the liquidated damages amounts are cumulative and are compounded daily.

5.3 The Tenant hereby acknowledges and agrees that the Landlord is, and throughout the term of this Lease, shall be entitled to receive as Additional Rent any and all other costs and expenses relating to the Premises, such as electricity, water, sewer, storm water utilities, real estate taxes, sales taxes, other impositions, and/or other expenses that are the responsibility of the Tenant, and are to be paid by the Tenant but were instead paid Landlord, or were initially paid by the Landlord and are to be reimbursed by the Tenant to the Landlord.

5.4 Tenant also agrees that should it be in possession of the Premises after the Expiration Date, in the absence of any agreement extending the term of this Lease, that it shall, in addition to being liable to the Landlord for any and all damages as a result of such holdover, be obligated to pay the then market rent, meaning that rental rate that the Landlord could normally obtain if the Landlord elected to lease the Premises to a third-party, which assessment contemplates an arms’ length transaction (“**Market Rent**”). Market Rent shall be determined by an independent appraiser, selected by the Landlord, who appraises the Premises in its then current condition (no reduction shall be given for any Improvements made by the Tenant to the Premises).

5.5 The Tenant acknowledges and agrees that if at any time during the term of this Lease, or any renewal or extension thereof, a tax, charge, levy, imposition, or excise is placed, or otherwise imposed, on the Premises, the improvements, and/or the Tenant’s leasehold interest in the

Premises, then the Tenant shall be solely responsible for the payment and satisfaction of any such tax, charge, levy, imposition, or excise.

5.6 Should the Tenant elect to cancel this Lease for any reason as is permitted pursuant to the terms of this Lease all Rent and Additional Rent shall be terminated but the Tenant shall not be entitled to any refund of Rent and/or Additional Rent previously paid in accordance with the terms of this Lease, and the Tenant shall be liable for any and sum or expense incurred during the course or term of this Lease.

ARTICLE 6

PERMITTED USE AND DEVELOPMENT OF PREMISES

6.1 Tenant shall only perform work, or make Improvements, on or to the Premises, which are consistent with the construction operations of the Project and subject to Landlord's approval rights set forth in this Lease. Further, the Tenant acknowledges and agrees that the Premises, once the construction of the Project is completed, shall only be utilized for administrative office and program space for the Tenant to provide low cost or free social services to assist at-risk young girls and women, among other social services and economic empowerment and development programs for at-risk girls and women, and their children and for residential housing units for such at-risk young girls and women ("**Permitted Use**").

6.2 During the term of this Lease, the Tenant agrees that it shall perform the following "milestones" within the prescribed time periods, beginning upon the Lease Commencement Date. The Parties understand and agree that should the Tenant elect to extend the Lease Commencement Date of this Lease that the milestones set forth herein shall not be extended and shall remain fixed. Tenant shall ensure that Commencement of Construction for the Project occurs on or before July 31, 2024 (thereby allowing for Completion of Construction the Project to occur by December 31, 2025). Further, the Tenant shall deliver a notice to the Landlord indicating the date that it plans to commence performing the milestones, and deliver a second notice to the Landlord on the date that it has actually commenced performing the milestones. The County Mayor or Mayor's designee is authorized, upon written request from Tenant and for good cause shown, to grant extensions of time to all of the deadlines set forth in this Article 6 for a period of time not to exceed an additional two (2) years from the original deadline or milestones and such extensions can be given in increments.

A. On or before the date that is within two years from the Effective Date of this Lease, but in any event prior to the Lease Commencement Date, the Tenant, at its sole cost and expense, shall provide the Landlord with all of the following:

(1) A letter from Tenant's attorney, or from the jurisdiction where the Premises is located, stating that the Premises is properly zoned for the proposed Project; and

(2) A copy of an estimated budget for the Project, including any and all improvements, as reviewed and approved by an architect licensed to perform such work in the State of Florida; and

(3) The Development Concept for the Project on the Premises, which shall include the overall site plan, building elevations, space plans, configuration of all improvements.

B. The Tenant understands and agrees that the estimated budget for the Project and the Development Concept for the Project must be acceptable to, and approved by, the Landlord. The Landlord shall provide notice to the Tenant, in writing, within thirty (30) days of its receipt of the estimated budget for the Project as to whether the Project budget is accepted, which acceptance shall be intended to simply represent the Landlord's verification that the budget is reasonable and consistent with a Project of the size and scope contemplated by Tenant. Landlord shall provide notice to the Tenant, in writing, within thirty (30) days of its receipt of the Development Concept for the Project as to whether the Development Concept is accepted, which acceptance shall indicate that Tenant may proceed to prepare Plans and Specifications that are consistent with the approved Development Concept. If Landlord shall fail to approve either the estimated budget or the Development Concept, it shall provide the reasons for such disapproval in reasonable detail to Tenant so that Tenant may modify same and resubmit for the Landlord's approval. The Parties have agreed that should the Tenant and Landlord be unable to agree on a Project budget or Development Concept that is acceptable to the Landlord and Tenant, then either Party shall have the right to terminate this Lease.

C. On or before the date that is the earlier of: (i) two years from the Lease Commencement Date; or (ii) July 31, 2023, the Tenant, at its sole cost and expense, shall provide the Landlord with all of the following:

(1) A copy of an executed development agreement between the Tenant and a developer or general contractor for the Project, and/or has an executed architectural services agreement and owner's representative agreement between the Tenant and, respectively, a design professional who will prepare all of the Plans and Specifications for the Project, and an entity with experience in managing design and construction projects and who will act as Tenant's agent in the oversight and successful undertaking of the design and construction of the Project, along with satisfactory evidence that all such entities are in good standing; and

(2) A copy of preliminary schematic drawings (fifty (50%) percent complete), construction documents, including elevations, which shall have been prepared by an architect licensed to perform such work in the State of Florida and are the preliminary Plans and Specifications.

D. The Tenant understands and agrees that the fifty (50%) percent complete Plans and Specifications must be acceptable to, and approved by, the Landlord. The Landlord shall provide notice to the Tenant, in writing, within thirty (30) days of its receipt of the fifty (50%) percent complete Plans and Specifications as to whether said fifty (50%) percent complete Plans and Specifications are accepted, which acceptance shall indicate that Tenant may proceed to prepare one hundred (100%) percent complete Plans and Specifications that are consistent with the approved fifty (50%) percent complete Plans and Specifications. If Landlord shall fail to approve the fifty (50%) percent complete Plans and Specifications, it shall provide the reasons for such disapproval in reasonable detail to Tenant so that Tenant may modify same and resubmit for the Landlord's approval. The Tenant agrees to incorporate all of the comments from Landlord into its fifty (50%) complete Plans and Specifications and shall resubmit to Landlord for approval. This

process shall continue until Landlord has approved the fifty (50%) percent complete Plans and Specifications. As an alternative to revising the fifty (50%) percent complete Plans and Specifications upon receipt of the Landlord's disapproval of the initial submission, the Tenant may request reconsideration of such comments, by first describing in detail why it reasonably believes that the fifty (50%) percent complete Plans and Specifications should not be changed or modified, in which case, within fifteen (15) calendar days of such request for reconsideration, the Landlord shall again advise Tenant in writing of its approval or disapproval, setting forth in detail its reasons for any disapproval. If the Landlord continues to disapprove after reconsideration, Tenant shall resubmit revised fifty (50%) percent complete Plans and Specifications to the Landlord within fifteen (15) calendar days after the date Tenant receives such disapproval. Any resubmission shall be subject to review and approval by the Landlord, in accordance with the procedure hereinabove provided for an original submission, until the same shall receive final approval by the Landlord. The Landlord and the Tenant shall in good faith attempt to resolve any disputes concerning the fifty (50%) percent complete Plans and Specifications in an expeditious manner. If the Landlord shall have approved any aspect of the fifty (50%) percent complete Plans and Specifications in an earlier plan submission, and no portion of the revised fifty (50%) percent complete Plans and Specifications has affected the earlier-approved aspect, absent extenuating circumstances, the Landlord shall not have the right to disapprove that which it approved earlier, unless it is determined by the Landlord that such fifty (50%) percent complete Plans and Specifications fails to comply with applicable law(s) and/or ordinance(s).

E. On or before the date that is the earlier of: (i) 30 months from the Lease Commencement Date; and (ii) January 1, 2024, the Tenant, at its sole cost and expense, shall provide the Landlord with all of the following:

- (1) A copy of one hundred (100%) percent complete Plans and Specifications for the Project, inclusive of all structural, mechanical and electrical drawings, which shall be the final architectural and construction documents; and
- (2) A copy of the final budget for the entire construction of the Project; and
- (3) A copy of the fully executed contract for the developer or the general contractor; and
- (4) A copy of the final soil boring test for compaction capabilities and soil condition, if applicable; and
- (5) A copy of the emergency plans and procedures that are created by the Tenant for the benefit of the future occupants of the Premises and Tenant's employees, guests and invitees; and
- (6) A copy of the results of any environmental testing performed by the Tenant, or at the Tenant's direction, on the Premises.

The Tenant understands and agrees that items numbered (1), (2), and (5) above must be acceptable to, and approved by, the Landlord. The Landlord shall provide notice to the Tenant, in writing, within thirty (30) days of its receipt of each of the items numbered (1), (2), and (5) above as to whether each of said items are accepted, which acceptance shall indicate that Tenant may

proceed to pull permits and Commence Construction of the of the Project. If Landlord shall fail to approve any or all of the items numbered (1), (2), and (5) above, it shall provide the reasons for such disapproval in reasonable detail to Tenant so that Tenant may modify same and resubmit for the Landlord's approval. The Tenant agrees to incorporate all of the comments from Landlord and shall resubmit to Landlord for approval. This process shall continue until Landlord has approved items numbered (1), (2), and (5) above. As an alternative to revising items numbered (1), (2), and (5) above, and upon receipt of the Landlord's disapproval of the initial submission, the Tenant may request reconsideration of such comments, by first describing in detail why it reasonably believes that each or any of the items numbered (1), (2), and (5) above should not be changed or modified, in which case, within fifteen (15) calendar days of such request for reconsideration, the Landlord shall again advise Tenant in writing of its approval or disapproval, setting forth in detail its reasons for any disapproval. If the Landlord continues to disapprove after reconsideration, Tenant shall resubmit revised each or any of the items numbered (1), (2), and (5) above within fifteen (15) calendar days after the date Tenant receives such disapproval. Any resubmission shall be subject to review and approval by the Landlord, in accordance with the procedure hereinabove provided for an original submission, until the same shall receive final approval by the Landlord. The Landlord and the Tenant shall in good faith attempt to resolve any disputes concerning each or any of the items numbered (1), (2), and (5) above in an expeditious manner. If the Landlord shall have approved any aspect of each or any of the items numbered (1), (2), and (5) above in an earlier plan submission, and no portion of the revised items numbered (1), (2), and (5) above has affected the earlier-approved aspect, absent extenuating circumstances, the Landlord shall not have the right to disapprove that which it approved earlier, unless it is determined by the Landlord that each or any of the items numbered (1), (2), and (5) above fails to comply with applicable law(s) and/or ordinance(s).

6.3 Tenant agrees that it shall not Commence Construction of the Project, including any demolition and/or environmental testing, during the term of this Lease without providing at least thirty (30) days' advance written notice to the Landlord, which shall be based on the Tenant having timely completed the requirements listed above in Section 6.2, and having secured building permits (the Tenant is required to deliver a copy of such permits to the Landlord). The Tenant will also provide the Landlord with a letter certifying that it has timely completed all of the needed requirements to meet the terms and conditions of the milestones, and inform the Landlord of the date that it anticipates to break ground for the Project.

6.4 Tenant acknowledges and agrees that it will timely comply with all of the requirements in 6.2, and that failure to do so shall be an event of default. Further, should the Tenant be in default under this Lease with regard to failing to timely comply with the milestones set forth in Section 6.2, this Lease shall be subject to termination.

6.5 Tenant agrees that it shall Commence Construction for the Project no later than the earlier of: (i) three years from the Lease Commencement Date; or (ii) July 31, 2024, and shall achieve Completion of Construction for the Project no later than the Outside Completion Date. If Completion of Construction does not occur on time, it shall be an event of default under this Lease, and in addition to any other remedy available to the Landlord, at law or in equity, the Landlord shall have the right to terminate this Lease and the Premises shall revert to the Landlord by the termination of this Lease. Further, the Tenant agrees that following the Commencement of Construction for the Project, the Premises shall be constructed in all material respects in conformance with the one

hundred (100%) percent completed Plans and Specifications approved by Landlord. Tenant's failure to have the Project appear as it should, based upon the one hundred (100%) percent completed Plans and Specifications shall be an event of default. The Parties acknowledge and agree that if the Tenant fails to timely Complete Construction of the Project in a timely manner, as described in Section 6.5 or consistent with the one hundred (100%) percent completed Plans and Specifications, then, in either event, it shall be an event of default and the Lease shall be subject to termination by the Landlord.

6.6 Tenant agrees that upon Completion of Construction of the Project, the Tenant will continuously use the Premises for the Permitted Use and for no other purpose whatsoever. Tenant agrees that no changes in the Permitted Use of the Premises are authorized without the express prior written permission of the Landlord.

6.7 In connection with the proposed Project, the Landlord agrees to join in, as the Landlord, in any plat, waiver of plat, zoning, or other application(s), as necessary in order to assist the Tenant to develop and utilize the Premises in accordance with this Lease but solely in its capacity as owner of the Premises. Further, the Landlord, by its County Mayor, or County Mayor's designee, agrees to reasonably cooperate with the Tenant, and to execute any documents that may be reasonably requested by the Tenant to accomplish securing approval for a plat or waiver or plat of the Premises but solely in its capacity as owner. However, any and all costs and/or expenses associated with securing approval for any plat, waiver or plat, and/or any other similar undertaking, shall be at the sole cost and responsibility of the Tenant.

ARTICLE 7

CONDITION OF PREMISES

7.1 Landlord and Tenant agree that the Tenant shall be solely responsible for obtaining, securing and/or maintaining any and all permits and licenses, including, but not limited to, demolition, construction or building permit(s) and/or license(s). Tenant agrees to be solely responsible for the cost to obtain all required or desired permit(s) and/or license(s).

7.2 Tenant agrees that it is solely responsible for securing any necessary land use approvals, zoning regulations, restrictions, rules, laws and ordinances that may be necessary in order for the Tenant to construct and/or maintain the Project.

7.3 Tenant, at its sole cost and expense, shall familiarize itself with any and all easements or other encumbrances on or about the Premises and shall determine if any such easements or other encumbrances will or will not interfere with the Tenant's planned use of the Premises for the Permitted Uses. Tenant agrees that if any easements and/or other encumbrances exist on the Premises, it shall be the Tenant's responsibility to identify such easements and/or other encumbrances and to successfully cause the removal of such easements and other encumbrances, or to design the building(s) and other improvements in such a manner as to not disturb or interfere with the easements and/or other encumbrances.

7.4 The Parties hereby expressly acknowledge and agree that Tenant shall not occupy or otherwise utilize any portion of the building and/or any other improvements constructed upon the Premises as part of the Project prior to obtaining all necessary permits and/or licenses for the

occupancy or operation of the Project. And, if for any reason Tenant loses any necessary permit or license for any reason whatsoever, Tenant shall refrain from such use, occupancy, and/or operation until the Tenant has re-secured, and has in hand, the appropriate permit(s) and/or license(s) which authorize and warrant the use, occupancy, and/or operation of the Premises as contemplated under this Lease. Further, Tenant is fully responsible for complying with, at its sole cost and expense, any and all building and fire codes.

7.5 Tenant acknowledges and agrees that the Premises currently consist of vacant land that has been determined to have environmental conditions. Landlord makes no representations now nor shall it make any representations in the future, as to the environmental condition of the Premises. Further, the Landlord expressly neither guarantees nor offers any expressed or implied warranties as to the condition of the Premises after its remediation of the environmental condition, and expressly encourages the Tenant to perform its own environmental testing of the Premises to determine if it should proceed with developing the Project on the Premises. The Landlord may install groundwater monitoring wells on the Premises. The Landlord will require access to the Premises during the term of this Lease to perform necessary groundwater monitoring for at least one (1) year. The Tenant acknowledges and agrees that it has inspected and reviewed, or has been provided with an opportunity to inspect and review, all of property records, title records, environmental reports and information for the Premises within Landlord's possession and has satisfied itself that it desires to lease the Premises and can develop the Premises for the Permitted Uses. Any new environmental reports and information for the Premises within the Landlord's possession after the Effective Date, including but not limited to the contracts for all environmental work done on the Premises by Landlord or any third parties, and any close-out reports, shall be made available to Tenant for its inspection and copying upon Tenant's request for same. Tenant understands and accepts that Landlord makes no representation as to the condition of the Premises or its suitability for Tenant's intended uses and Tenant unequivocally and knowingly releases, discharges and holds the Landlord harmless from any and all liability, losses, costs, damages, claims or demands arising from or relating to the Premises. Tenant accepts full responsibility to undertake any and all demolition, site work, environmental testing, environmental remediation, and actual construction required for the development of the Project consistent with the Development Concept and the one hundred (100%) percent completed Plans and Specifications, and to utilize the Premises for the Permitted Use. Further, following the Lease Commencement Date, the Tenant hereby acknowledges and agrees that it shall conduct its own environmental testing and/or assessments on or about the Premises, and if necessary, clean-up (as determined by any and all federal, state and local laws and regulations) the Premises, at Tenant's sole cost and expense, to a level or amount required by any and all applicable laws. Further, throughout the term of this Lease, the Tenant shall also be solely responsible for any and all repair, maintenance, and Improvements to the Premises, and such Improvements, shall include, but not limited to, complying with the Americans with Disabilities Act (and/or any other law, rule, or regulation), as well as compliance with any 40-Year Recertification requirement, or similar obligation, which might be imposed at any time during the term of this Lease, also addressing any groundwater or soil conditions, structural and/or foundation problems, and air and/or noise quality.

7.6 The Landlord acknowledges and agrees that the Tenant, and any and all of its employees, invitees, agents, and contractors shall be permitted, or otherwise authorized, to have both ingress and egress access over and upon any roadway, street, and/or path owned by the Landlord, leading to or from the Premises. The Tenant hereby acknowledges and agrees that the Landlord is

in no way obligated to grant any additional access into, onto, or about the Premises, irrespective of which party is responsible for bearing the cost of creating such access.

7.7 Three (3) years prior to the Project being required to meet the 40-Year Recertification requirements imposed by any governmental entity, the Tenant shall report to the Landlord on the condition of the Premises, including but not limited to, the condition of any and all Improvements and the building(s) on the Premises. In addition, the Tenant agrees that commencing upon the forty-fifth (45) anniversary of this Lease, to the extent that the first of the renewal options have been exercised, the Tenant will begin to report annually to the Landlord the condition of the Premises, including, but not limited to the condition of any and all Improvements and the building(s) on the Premises. Such report to the Landlord shall describe any maintenance issues which cost more than Twenty-five Thousand (\$25,000.00) Dollars (in 2020 dollars and hereinafter adjusted for inflation) to repair, renovate, or otherwise restore, as well as any on-going maintenance issues that are difficult to remedy, and any structural issues to any of the buildings or Improvements. Any failure by the Tenant to timely and accurately report the condition of the Premises, as described in this Section 7.7, to the Landlord, shall be an event of default if, following notice from Landlord reminding the Tenant of its ongoing duty and obligation to inform the Landlord of the condition of the Premises, and the building(s) and Improvements thereon, Tenant shall continue to fail to timely and/or properly inform the Landlord.

ARTICLE 8

TAXES AND UTILITIES

8.1 Tenant understands and agrees that, during the term of this Lease, consistent with Sections 5.1 and 5.3, the Tenant shall be solely responsible for any tax, charge, capital levy, imposition, or excise that is assessed or otherwise imposed on the Premises, the leasehold interest, any Improvements, and/or the Rent. The Tenant shall be responsible for and shall pay, before delinquency, all municipal, county, or state taxes assessed against any occupancy interest or personal property, of any kind or nature, owned by or placed in, upon, or about the Premises. Further, the Tenant covenants and agrees to pay, without notice or demand and without set-off, abatement, suspension or deduction, any and all taxes, payments in lieu of taxes, betterment assessments, water, electric, sewer, telephone and other utility charges for the Premises and/or any building(s) and/or Improvements thereon. Tenant further covenants and agrees to pay without notice or demand and without set-off, abatement, suspension or deduction, all other costs, general and special, ordinary and extraordinary, foreseen and unforeseen, which are due and payable during the term of this Lease, at any time imposed or levied against the Premises and/or any building(s) and/or Improvements thereon. All such payments shall be made no less than five (5) calendar days prior to the last date on which the same may become delinquent and be paid without penalty.

8.2 Tenant will furnish to Landlord, once per year, concurrently with evidence of its not-for-profit status, proof of payment of all items referred to in Section 8.1, which are payable by Tenant, including, but not limited to the payment of any taxes or payments in lieu thereof.

8.3 If Tenant shall elect to contest the payment of any taxes, Tenant may make such payment under protest, or if postponement of such payment will not jeopardize the Landlord's title or interest in or to the Premises, or subject Landlord to the risk of any civil liability or penalty as

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

Tenant, at its sole cost and expense, shall install or cause to be installed, in its own name, any and all utilities, including necessary utility connections between the Premises, including for any and all buildings and Improvements thereon, existing or to be constructed or erected on the Premises. Such utilities shall include, but not limited to, the water, sanitary and storm drain lines and/or any mechanical and/or electrical lines or conduits and any other utility lines, pipes, or wiring. Further, the Tenant shall promptly pay for any and all invoices associated with any and all utilities. Tenant shall pay for the additional cost, if any, of locating and installing new facilities for sewer, water, electrical, and other utilities as needed to service the Premises. The Parties agree that as part of Tenant's duties, the Tenant, at its sole cost and expenses, shall install, extend, relocate, and/or upgrade any utility lines leading to and from the Premises, and that the Landlord shall cooperate with Tenant, to the extent that Landlord, as the owner of the Premises, will need to participate or join in an agreements or contracts and, subject to Board of County Commissioner's approval, including the grant of easements to utility providers for such installation, extension, relocation, and/or upgrade of utility lines to occur, so long as Landlord shall not be required to expend or incur any sum, or incur any obligation, to cooperate with Tenant.

ARTICLE 9

CONSTRUCTION OF BUILDINGS AND IMPROVEMENTS

9.1 Tenant, at its sole cost and expense, shall, at a minimum, perform any and/or all of the pre-construction and construction work necessary to construct the Project. Tenant understands and agrees that it is solely responsible to procure any and all construction and related services in strict compliance with any and all local laws, rules and/or regulations, and ordinances pertaining to constructing a sustainable or "green" building(s) on the Premises that conserves the community's natural resources, saves taxpayer dollars, reduces operating expenses, and creates a healthier built environment for employees, tenants, and visitors on and about the Premises. As a direct result of the Tenant's commitment to construct a sustainable building(s), the Tenant further agrees to the following:

A. The Tenant is required at its sole cost and expense to construct the Project to at least a Silver certification rating from the U.S. Green Building Council's Leadership in Energy and Environmental Design ("LEED"), and the construction of the building(s) is also in compliance with any and all of the "green building standards" required by the Landlord for new construction projects, in addition to any and all Florida building code restrictions and/or requirements. The Tenant acknowledges and agrees that the LEED Silver certification or designation means that the Project shall be constructed to meet certain specifications as outlined by the U.S. Green Building Council, which will include various "green" or environmentally responsible features including, but not limited to, the preparation of the Premises, as well as the design and construction of the building(s) and/or other Improvements; and all shall be reviewed, examined, approved and certified by a neutral and independent third-party who is certified or approved by the U.S. Green Building Council, and who also regularly certifies such structures as meeting certain LEED standards and/or requirements. The Tenant agrees to regularly provide the Landlord with copies of any and all records and/or reports (including but not limited to any approvals, rejections and/or comments) from the neutral and independent third-party reviewing the construction of the Project to establish that the Tenant is in fact proceeding with the construction in a manner to ensure that the LEED Silver designation can be secured from the U.S. Green Building Council. The Tenant also hereby acknowledges and agrees that it must incorporate high performance building concepts and technologies in order to enhance the overall design and construction of the Project, while simultaneously making any and all other Improvements and the remaining area environmentally responsible.

B. Tenant acknowledges and agrees that the LEED Silver certification or designation is a description or label designed to establish the level of energy efficiency and sustainability for the Project along with any and all other Improvements that will be constructed on the Premises and such energy efficiency should substantially improve the "normal" or "regular" energy efficiency and indoor air quality for the entire Project, including, but not limited to, each individual residential unit. Beyond these environmentally responsible steps, the Tenant specifically agrees to consider additional areas or means to improve and/or protect the environment with regard to the construction project, and inform the Landlord of any and all such additional methods or ways that the Tenant will utilize "green building standards" in the design and construction of the Project in an effort to achieve the important goals of creating a healthy place to live and work as well as an environmentally responsible development in the community.

C. Substitution of Standard: The Landlord has determined that with regard to the Project, the Tenant shall be permitted to utilize either 1.) the ICC 700 National Green Building Standard; or 2.) the Florida Green Building Coalition; or 3.) an alternative standard as agreed upon by the Landlord's Sustainability Manager. Further, in utilizing any of the foregoing green building standards, the Tenant is required to comply with the requirements to reach the Silver certification or designation level for the selected standard, and to regularly provide the Landlord with copies of any and all records and/or reports (including, but not limited to any approvals, rejections and/or comments) from the neutral and independent third-party reviewing the construction of the Project to establish that the Tenant is in fact proceeding with the green building standard. The Tenant also acknowledges and agrees that it must incorporate high performance building concepts and technologies in order to enhance the overall design and construction of the residential building(s), while simultaneously making any and all other Improvements and the remaining public spaces environmentally responsible in order to comply with the above-mentioned requirement.

9.2 Following completion of the Plans and Specifications approval process, as described in Section 6 above, the Landlord's approved Plans and Specifications for the Project, or any addition thereto, shall be the construction documents for the Project. The Landlord's approval shall be in writing and each party shall have a set of Plans and Specifications signed by all Parties as approved. In the event of any material change that occurs after approval of the construction documents for the Project, including any addition thereto, the Tenant must then resubmit the changed portion of the Plans and Specifications to the Landlord for the Landlord's reasonable approval (irrespective of whether the change is required by another Miami-Dade County department as part of the permitting process).

9.3 Tenant shall cause any and all construction to be performed competently and in a good and workmanlike manner by duly qualified and licensed persons and/or entities, using materials as specified by the Plans and Specifications, and with as little interference as practicable to the affairs of nearby residences and/or businesses.

9.4 Tenant shall promptly pay all persons or entities furnishing labor and material with respect to any work performed by Tenant or its contractor on or about the Premises, and shall obtain and deliver to Landlord "releases" or waivers of liens from all parties doing work on or about the Premises, along with an affidavit from Tenant stating that all bills have been paid with regard to such work and that there are no outstanding obligations owed with respect to any such work performed on the Premises. The Tenant, as described in Article 9, is further required to secure a payment and performance bond in the full value of the construction work for the Project, in accordance with Section 255.05, Florida Statutes, to guarantee the timely payment of any and all laborers and materialmen, as well as the timely and proper construction of the Project. Such payment and performance bond will be delivered to Landlord prior to commencement of construction. Miami-Dade County shall be named as an additional insured and obligee under all such payment and performance bonds.

9.5 Tenant acknowledges and agrees that the Landlord, in its capacity as Landlord under this Lease, currently has no obligation and in the future shall have no obligation, financial, regulatory or otherwise, for any activities necessary or otherwise related to the pre-construction and/or construction of any building(s) and/or Improvements on or about the Premises during the term of this Lease.

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

9.7 Except as set forth in Section 9.9 of this Lease, all leasehold Improvements made by Tenant, including, but not limited to anything erected or installed on or about the Premises at any time during the term of this Lease, whether by or on behalf of the Tenant or by or on behalf of

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

9.8 Subject to the provisions of Section 9.9 of this Lease, Tenant's introduction of any supplies and/or equipment to the Premises, which personal property can be removed without damage to the Premises, shall remain the Tenant's property and may be removed from the Premises upon the expiration of this Lease.

9.9 Landlord and Tenant agree that in an effort to protect the Landlord in the event Tenant defaults under this Lease, Tenant grants to Landlord a security interest in all of the Tenant's personal property, including, but not limited to, all goods, equipment, and supplies belonging to the Tenant which are placed on or about the Premises during the term. Said security interest shall secure all amounts to be paid by Tenant to Landlord under this Lease, including, but not limited to, the cost for maintenance and repairs to the Premises, and attorneys' fees, expert witness fees and court costs. However, notwithstanding the foregoing, and consistent with Section 29.8 of this Lease, the Landlord agrees that should any of the Tenant's personal property, and/or trade fixtures be in fact collateral for a loan, then the Landlord's rights to such personal property and/or trade fixtures shall be subordinate to the rights and interest of the other governmental authorities and/or the Lending Institution. Further, in the event that a governmental authority and/or a Lending Institution requires or requests evidence of the Landlord's waiver, in accordance with this Section, then the Landlord, by its County Mayor, or County Mayor's designee, will provide such evidence, consisting of a letter to such governmental authority and/or a Lending Institution.

9.10 Prior to commencing any construction and/or repairs to the Premises, or purchasing any materials, supplies, and/or services, Tenant shall obtain and deliver to the Landlord, at its sole cost and expense, a payment bond and performance bond, or such other alternate form of security acceptable to the Landlord, any or all of which meets the requirements of Section 255.05, Florida Statutes, as set forth below, not less than ten (10) days prior to the anticipated Lease Commencement Date of the construction and/or repairs. Said payment and performance bond shall be in favor of the Landlord, the form of such bonds shall be as provided by Section 255.05, Florida Statutes, and each shall be in the amount of the entire cost of the construction of the Project, including any addition thereto, or in instances of repair, the total cost associated with the repair project regardless of the source of funding. The payment and performance bond shall name Landlord as an obligee on the multiple obligee rider attached to the payment and performance bond, and shall be issued by a surety insurer authorized to do business in the State of Florida. The bonds shall be subject to review and approval by Miami-Dade County, Internal Services Department, Risk Management Division. The Tenant shall be responsible for recording the bonds in the public records of Miami-Dade County and providing notice to subcontractors and suppliers, as required by Section 255.05 of the Florida Statutes. Said payment and performance bond shall be maintained in full force and effect for the duration of any construction and/or repair project.

9.11 The Tenant hereby acknowledges that in accordance with the Code of Miami-Dade County, Florida, all privately funded construction with a total value over \$200,000 must comply

with Miami-Dade County's Small Business Enterprise Program, as set forth in Sections 10-33.02, 2-10.4.01, 2-8.1.1.1.1, and 2.8.1.1.1.2 of the Code of Miami-Dade County ("County Code"), Florida, and related implementing orders, including Implementing Orders 3-22, 3-32, and 3-41, that set forth the standards and requirements for small business participation in the acquisition of design services, construction services, and goods. As a result, the Tenant hereby agrees to timely submit, or cause to be submitted, any design and construction packages, to the Small Business Development Division of the Internal Services Department ("SBD") prior to advertisement, for review and determination of appropriate small business program measures, and the application of same. The Tenant further agrees that all design and construction packages must be advertised and awarded with the applicable small business measures in accordance with the requirements of the above-mentioned sections of the Code.

9.12 Tenant shall comply, and shall cause its contractors to comply with the Landlord's applicable Responsible Wages, Residents First Training and Employment, Employ Miami-Dade Program, and First Source Hiring programs, as set forth in Sections 2-11.16 and 2-11.17 of the Code, and Administrative Order No. 3-63. Tenant shall require that its contractor(s) shall, at a minimum, use the Landlord's Small Business Division's hiring clearinghouse, Employ Miami-Dade Register, and Employ Miami-Dade Project – all available through CareerSource to recruit workers to fill needed positions for skilled laborers on the Project.

9.13 The Parties hereby acknowledge and agree that it is in the best interests of the Parties for the Tenant to place on any and all signs, posters, billboards, and announcements relating to the Project, evidence of the Landlord's involvement in the Project, including, but not limited to placing the Landlord's logo and/or insignia on such signs, posters, billboards, and announcements. Any and all such signs, posters, billboards, and announcements shall be first approved by the Landlord, before such material is made available to the general public. Alternatively, the Landlord shall be authorized to provide a blanket type approval to the Tenant for certain signs, posters, billboards, and announcements, thereby alleviating the need for individual approvals by the Landlord. Further, the Parties acknowledge and agree that the purpose of such strategic marketing is to notify the general public of the collaboration between the Parties to timely bring the Project to fruition.

ARTICLE 10

MAINTENANCE AND REPAIR

10.1 Tenant agrees to maintain and keep in good repair, condition, and appearance, during the term of this Lease, or any extension or renewal thereof, at its sole cost and expense, the Premises, and any and all infrastructure (utility lines, pipes, wiring) leading to or from the Premises, above ground or below ground, as well as any and all vegetation, including, but not limited to, all grass, hedges, trees, and plants which are, now or in the future, on the Premises. However, in accordance with the Project, Tenant may demolish or otherwise remove any existing structure on the Premises to make way for the building(s) and Improvements associated with the Project.

10.2 Tenant, at its expense, shall maintain and keep the Premises, including, but not limited to, all current and future parking areas, pathways, and/or walkways adjacent to or leading to

or from any building(s) or Improvements which may be constructed on the Premises, and any and all sidewalks on the Premises, free from debris, trash, rubbish and/or graffiti.

10.3 With regard to the general maintenance and occupancy of the Premises, Tenant will, at its expense: (a) maintain the Premises in a clean, orderly and safe condition and free of rodents, vermin and other pests; (b) keep any garbage, trash, rubbish and/or other refuse in safe containers that do not encourage the existence of vermin; (c) cause to have such garbage, trash, rubbish and refuse removed on a daily, weekly, or as needed basis to ensure cleanliness; (d) comply with all laws, ordinances, rules and regulations of governmental authorities regarding the removal of garbage, trash, rubbish and refuse from the Premises; (e) keep all pre-construction, and construction activities, and/or mechanical equipment apparatus free of vibration and noise which may be transmitted beyond the Premises and/or which could unreasonably disturb adjacent landowners or occupiers; (f) prevent (to the greatest extent possible) any objectionable odors and minimize any dust emanating from or being dispelled from the Premises; and (g) comply with and observe all rules and regulations established by the Landlord from time to time which relates to the Tenant's occupancy on the Premises. Further, should the Tenant fail to properly maintain the Premises, the Landlord may elect to clean, remove any trash or rubbish, or otherwise maintain the Premises. Should the Landlord elect to clean, remove any trash or rubbish or otherwise maintain the Premises, the Landlord shall invoice the Tenant the amount of the cost associated with such maintenance, which cost shall be deemed as Rent under this Lease, and payable by the Tenant within thirty (30) days of any invoice from the Landlord.

10.4 Any damage or injury sustained by any person due to the work of the Tenant or any of its agents or contractors, or due to the maintenance of any mechanical equipment, and/or because of the operation or existence of any mechanical, electrical, plumbing, or other equipment of Tenant, or the installation of such, shall be the sole responsibility of Tenant, and Tenant shall indemnify, defend and hold Landlord harmless from and against all claims, actions, causes of action, damages and liability in connection therewith, including, but not limited to reasonable attorneys' fees, other professional fees, and any other cost which Landlord may incur.

ARTICLE 11

DESTRUCTION OF BUILDINGS AND IMPROVEMENTS

11.1 Tenant shall be responsible for and shall repair any and all damage caused to the Premises and/or any building(s) and/or Improvements on or about the Premises, regardless of the source or cause of such damage, starting from the Lease Commencement Date. Further, the Tenant shall immediately notify the Landlord, in writing, upon discovering any damage to the Premises and/or to any building(s) or Improvements on or about the Premises. Tenant is responsible for maintaining, replacing and/or repairing any damaged real property, personal property, Improvements and/or any structure. However, in accordance with the Project, Tenant, at its sole cost and expense, may properly demolish or remove any existing structure to make way for the building(s) and Improvements associated with the Project.

11.2 After Completion of Construction, in the event the Premises, including the building(s) and Improvements thereon, should be completely destroyed or so damaged by fire, windstorm, or other casualty to the extent that the Premises is rendered unfit for the intended purpose

of Tenant, the Tenant may cancel this Lease but only after entering into an agreement with the Landlord regarding the cost to immediately repair any damage and/or remove any trash and/or debris, and resettling any and all residents in the Project to a new location. Tenant agrees that prior to cancelling this Lease; the Tenant shall be solely responsible for permanently relocating any and all residents/occupants from any and all buildings on the Premises. If the Premises is partially damaged, but the Premises is not rendered completely unusable for the purposes of this Lease, the same shall be immediately repaired by Tenant from proceeds of the insurance coverage and/or at its own cost and expense, including being solely responsible for temporarily relocating or moving any and all residents/occupants from any and all buildings on the Premises. If the damage to the Premises shall be so extensive as to render it unusable for the purposes intended, but capable of being repaired within one hundred eighty (180) days, the damage shall be repaired with due diligence by Tenant from the proceeds of the insurance coverage policy and/or at its own cost and expense, including the costs associated with temporarily relocating or moving any and all residents/occupants in any of the buildings of the Project. In the event that the Premises, including the building(s) and/or Improvements, and/or nearby building(s) or structure(s) or Improvements are damaged or destroyed, after Completion of Construction of the entire Project, due to Tenant's negligence, or the negligence of Tenant's employee(s), vendor(s), agent(s), and/or contractor(s), the Tenant shall be solely liable and responsible to repair and/or compensate the Landlord for such damage or loss, at the Landlord's selection, and for any cost or expense associated with relocating all of the residents/occupants, both temporarily and permanently, any and all residents/occupants of the Project, unless this Lease is terminated, then in such event, in addition to any relocation, the Tenant shall remove any and all debris, rubble, and remaining building(s), to the Landlord's satisfaction, and restore the Premises to its original condition, and repair any personal property belonging to the Landlord, and any different person or entity (third-party). Notwithstanding the foregoing, should the Premises, including any Project thereon be damaged through no fault of the Tenant, or any of the Tenant's employees, vendor(s), agent(s), and/or contractor(s), and depending upon the remaining term of this Lease, the Tenant shall be permitted to seek a reduction in the requirement repair or rebuild any or all of the damaged Project, and such shall be negotiated between the Tenant and the Landlord, but in no event shall the Tenant be permitted to keep or otherwise retain the proceeds from any insurance policy for its own personal use.

ARTICLE 12

ASSIGNMENT AND SUBLEASE

12.1 Without the written consent of Landlord first obtained in each case, through its Board of County Commissioners, Tenant shall not assign, sublet, transfer, mortgage, pledge, or dispose of this Lease or the term of this Lease, which consent may be withheld in Landlord's absolute discretion (except for Tenant's rights to sublease, or mortgage its leasehold interest in the Premises consistent with Article 29 of this Lease). This prohibition includes, but is not limited to: (a) any subletting or assignment which would occur by operation of law, merger, consolidation, reorganization, transfer or other change of Tenant's corporate or proprietary structure; and (b) an assignment of subletting to or by a receiver or trustee in any federal or state action, bankruptcy, insolvency, or other proceedings. In no event shall Tenant be permitted to assign or sublet the Premises to any entity, for any purpose whatsoever, that fails to meet the requirements of Section 125.38, Florida Statutes, inclusive that such entity be governmental entity or a not-for-profit entity, which is chartered to operate (do business) in the same manner as the Tenant.

ARTICLE 13

NO LIABILITY FOR PERSONAL PROPERTY

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

ARTICLE 14

LANDLORD NOT RESPONSIBLE FOR ACTS OF OTHERS

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

ARTICLE 15

LANDLORD'S RIGHT OF ENTRY

15.1 Landlord acknowledges and agrees that the Tenant may maintain a policy relating to visitors and other invitees onto the Premises, and/or into any buildings on the Premises, and such policy may include verification of identification. As a result, the Landlord's employees and/or agents, after Completion of Construction, may be required to undergo a brief verification of their employment with the Landlord prior to entering into any building on the Premises. Landlord, or any of its employees and/or agents shall have the right to enter the Premises during all reasonable working hours, upon the giving of twenty-four (24) hours' prior written notice, to examine the Premises, including any building thereon, or to make such repairs, additions, or alterations as may be deemed necessary for the safety, comfort, or preservation thereof. Said right of entry shall exist for the routine purpose of ensuring that the Premises is safe, and that the Tenant's operations are consistent with the terms and conditions of this Lease. Notwithstanding the foregoing, the Landlord, without prior notice or warning to the Tenant, shall always be permitted to enter the Premises, including any buildings or structures thereon, to make such safe in the event of an emergency, as solely determined by the Landlord.

15.2 Upon completion of the Project, the Parties acknowledge and agree that the Landlord, specifically including (but not limited to) any duly authorized employee of the Internal Services Department, and/or any employee from the Miami-Dade County Department of Audit and Management Services, or either of the departments' duly authorized agents, shall have the right and privilege to enter the Premises, with forty-eight (48) hours' prior written notice, at any time during the normal business hours, to inspect the books and records of the Tenant regarding the rental or use of any residential unit(s), and to otherwise inspect the use of the Premises, and any Improvements thereon, to determine whether or not the restrictions regarding the Project are being fully complied with by the Tenant, and/or its successors or assigns. The Landlord shall have the right to review any and all resident applications, leases, rent rolls (if any), and to request such other proof as necessary to determine if the Tenant is complying with all of the requirements described in this Lease. The Tenant agrees that it shall incorporate in any and all of the residential lease agreements (and/or other residential use agreements) with the residents, that the Landlord shall have the right to review and inspect residential units, leases, resident applications, rent rolls and similar information, location and documentation. Further, at the Landlord's discretion, the Landlord may require the Tenant to bring or deliver any of the aforementioned books and records to the Landlord's office location, so that the Landlord may conduct its inspection, review, or audit at its offices.

ARTICLE 16

PEACEFUL POSSESSION

16.1 Subject to the terms, conditions, and covenants of this Lease, Landlord covenants and agrees that Tenant shall and may peaceably have, hold, and enjoy the Premises without hindrance or molestation by the Landlord.

ARTICLE 17

SURRENDER OF PREMISES

17.1 Tenant agrees to surrender to Landlord, upon the Expiration Date, or any extension or renewal thereof, or any early termination, or cancellation of this Lease, the Premises in as good condition as the Premises was at the beginning of the term of this Lease, including any Improvements thereon, ordinary wear and tear excepted. Notwithstanding the foregoing it is understood and agreed that any the existing building or structure on the Premises may be properly demolished or otherwise removed in order to construct the required Project on the Premises, and should such existing building be demolished there will not be an obligation to rebuild such building, or otherwise to restore such building on the Premises. In addition, upon the Expiration Date, or any extension thereof, or upon any early termination or cancellation of this Lease, subject to the requirements of this Lease, any structures and/or Improvements constructed on the Premises shall remain on the Premises, and shall become the sole property of the Landlord, without any payment or obligation to Tenant.

ARTICLE 18

INDEMNIFICATION AND HOLD HARMLESS

18.1 Tenant shall indemnify and hold harmless the Landlord and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees

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

ARTICLE 19

LIABILITY FOR DAMAGE OR INJURY

19.1 Landlord shall not be liable for any damage or injury which may be sustained by any party or person on the Premises other than the damage or injury caused solely by the gross negligence of Landlord, its officers, employees, or agents, subject to the limitations of Florida Statutes, Section 768.28.

ARTICLE 20

SUCCESSORS IN INTEREST

20.1 It is acknowledged and agreed between the Parties that all covenants, conditions, agreements, and undertakings contained in this Lease shall extend to and be binding upon the respective successors and assigns of the respective Parties to this Lease, the same as if they were in every case named and expressed.

ARTICLE 21

TERMINATION

21.1 **TERMINATION BY LANDLORD:** The occurrence of any of the following shall cause this Lease to be terminated by the Landlord upon the terms and conditions also set forth below:

A. Automatic Termination:

- 1) Institution of proceedings in voluntary bankruptcy by the Tenant.
- 2) Institution of proceedings in involuntary bankruptcy against the Tenant if such proceedings continue for a period of ninety (90) days or more.
- 3) Assignment of Lease by Tenant for the benefit of creditors, except for Lender's right to operate as described in Article 29 (Tenant's right to mortgage its leasehold interest).

- 4) Failure of Tenant to maintain its not-for-profit tax status.
- 5) Failure to timely meet any of the requirements of Article 6.
- 6) Tenant fails to occupy, vacates, or abandons the Premises, or otherwise ceases or discontinues its operations on the Premises, consistent with Section 28.3.
- 7) Failure of Tenant to Complete Construction by December 31, 2026.
- 8) Assignment or sublease to any entity without the prior written consent of the Landlord.

B. Termination after ten (10) calendar days' written notice by the Landlord to Tenant for doing any of the following:

- 1) Non-payment of any sum or sums due under this Lease after the due date for such payments; provided, however, that such termination shall not be effective if Tenant makes the required payment(s) during the thirty (30) calendar day period following mailing of the written notice.
- 2) Notice of any condition posing a threat to health or safety of the public and not remedied within the ten (10) day period from date of written notice.

C. Termination after thirty (30) calendar days' written notice to Tenant for the reason(s) as set forth below:

- 1) Non-performance of any covenant of this Lease, other than non-payment of Rent and other matters listed in A and B above, and failure of the Tenant to remedy such breach within the thirty (30) day period from receipt of the written notice, or if such non-performance cannot with due diligence and in good faith be cured within thirty (30) days, Tenant fails within said thirty (30) day period to proceed promptly and with due diligence and in good faith to pursue curing said non-performance.
- 2) Default arising from the Tenant's failure to keep, observe and/or perform any of the terms contained in this Lease, excepting the non-payment of Rent and other matters listed in A and B above, and should such default shall continue for a period of thirty (30) days after written notice thereof from Landlord to Tenant setting forth with reasonable specificity the nature of the alleged breach, with copies thereof to each Leasehold Mortgagee who shall have notified Landlord of its name, address and interest prior to such notice; or in the case of such default or contingency which cannot with due diligence and in good faith be cured within thirty (30) days, Tenant fails within said thirty (30) day period to proceed promptly and with due diligence and in good faith to pursue curing said default. Should Landlord fail to notify the Leasehold Mortgagee, in accordance with the terms of this sub-section 2), it shall not prevent Landlord from taking any action against Tenant, but the rights of any Leasehold Mortgagee under this Lease shall remain unaffected until it receives notice in accordance with this sub-section.

D. If an event of default by the Tenant shall occur, the Landlord, at any time after the appropriate cure period has expired, shall be permitted to give written notice to the Tenant, and any Leasehold Mortgagee, who has appropriately notified the Landlord in accordance with Article 29.

E. Default arising from the Tenant's failure to obey any and all criminal laws pertaining to fraudulent acts and/or activity relating to the development, construction, and/or renovation of any building and/or type of Improvements. The Tenant acknowledges and agrees that it not only has an ongoing obligation to abide by the terms and conditions of this Lease, as well as any rental regulatory agreement or funding agreement (or similar document entered into with the Landlord and/or any other governmental entity). Therefore the Parties agree that should it be determined by a court of competent jurisdiction that the Tenant has been found to be in violation of any law, in which the Tenant is subject to criminal fines, fees, penalties and/or any imprisonment of any of the key officers of the Tenant, arising from any fraudulent acts or activities relating to the development, construction, and/or renovation of any type of building or structure, including, but not limited to the Project, then the Tenant shall automatically be in default of this Lease, without any right to cure, and the Landlord shall have the right to terminate this Lease, or impose any additional obligations upon the Tenant, in the Landlord's sole and absolute discretion, and as the Landlord deems warranted.

F. If the Landlord terminates this Lease for any reason, including, but not limited to termination for the Tenant's failure to utilize and maintain the Premises for a public use, the Landlord shall not be required to incur any additional cost or expenses, or pay any compensation, in connection with regaining control of the Premises from the Tenant. The Tenant agrees that under no circumstances shall the Tenant be entitled to any termination or cancellation fee or any similar economic incentive or payment with regard to this Lease should this Lease be terminated or cancelled, unless specifically set forth in this Lease.

21.2 TERMINATION BY TENANT: The Tenant shall have the right to cancel this lease prior to the Expiration Date in the following instances:

A. The Tenant shall have the right to cancel this Lease at any time by giving the Landlord at least ten (10) days prior written notice after it has received notification that it will not receive the adequate funding to construct the Project. Should Tenant elect to terminate this Lease prior to the Commencement of Construction, due to lack of adequate financing, Tenant shall remain fully responsible for any and all costs, fees, expenses, and/or invoices incurred during the time of its occupancy on, or leasehold interest in, the Premises.

B. The Tenant shall have the right to cancel this Lease during the period in which the Tenant is required to complete the milestones, if the Tenant discovers that the Premises contains environmental concerns, such as hazardous materials or contamination of the soil and/or groundwater, which renders the development of the Premises for the Project too costly to proceed with, having the estimated cost for remediation of the Premises in excess of Fifty Thousand (\$50,000.00) Dollars.

C. Upon sixty (60) days prior written notice to the Landlord, the Tenant shall have the right to cancel this Lease for any reason whatsoever up until the time of Commencement of

Construction, however, should the Tenant elect to exercise this right to cancel the Lease, the Tenant shall be then be immediately responsible to pay the Landlord for any and all Rent that the Tenant did not previously have to pay the Landlord during such period of time, along with any and all other fees, costs, and expenses that the Tenant is responsible to pay the Landlord and others.

D. Subject to other obligations found in this Lease, the Tenant agrees that after the Completion of Construction of the Project, the Tenant shall have the right to terminate the Lease for convenience but the Tenant shall be required to give the Landlord at least six (6) months prior written notice of any intent to terminate or otherwise cancel this Lease.

ARTICLE 22

NOTICES

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

If to Landlord:

MIAMI-DADE COUNTY
Internal Services Department
111 N.W. 1st Street, Suite 2460
Miami, Florida 33128-1907
Attention: Director

and

MIAMI-DADE COUNTY
County Attorney's Office
111 N.W. 1st Street, 28th Floor
Miami, Florida 33128
Attention: County Attorney

and

If to Tenant:

World Literacy Crusade of Florida, Inc.

**1600 NW 3rd Avenue, Suite 100
Miami, Florida 33136**

Attention: Thema Campbell]

with a copy to

[insert anyone that is to be copied]

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

ARTICLE 23

INSURANCE

23.1 Prior to the Lease Commencement Date (such that the insurance is in place as of the Lease Commencement Date), Tenant shall furnish to the Real Estate Development Division of Miami-Dade County, c/o Internal Services Department, 111 N.W. First Street, Suite 2460, Miami, Florida 33128-1907, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

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

B. Commercial General Liability Insurance on a comprehensive basis, in an amount not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage combined. Coverage must include Abuse and Molestation Liability.

C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$500,000 combined single limit per occurrence for bodily injury and property damage.

Miami-Dade County must be shown as an additional insured with respect to the required insurance coverage.

DESIGN STAGE

In addition to the insurance required in (A) – (C) above, a certificate of insurance must be provided as follows:

D. Professional Liability Insurance in the name of the Tenant or the licensed design professional employed by the Tenant in an amount not less than \$500,000 per claim.

Miami-Dade County must be shown as an additional insured with respect to the required insurance coverage.

CONSTRUCTION PHASE

In addition to the insurance required in (A) – (D) above, the Tenant shall provide or cause its General Contractor to provide original policies indicating the following types of insurance coverage prior to any construction:

E. Completed Value Builders' Risk Insurance on an "All Risk" basis in an amount not less than one hundred (100%) percent of the insurable value of the building(s) or structure(s). The policy will show Miami-Dade County as a Loss Payee A.T.I.M.A.

F. Flood Insurance shall be provided for those properties found to be within a flood hazard zone, in an amount not less than the full replacement values of the completed structure(s) or the maximum amount of coverage available through the National Flood Insurance Program (NFIP), whichever is greater. The policy will show Miami-Dade County as a Loss Payee A.T.I.M.A. This policy will be provided at such time that the building's walls and roof exist.

OPERATION/MANAGEMENT PHASE

After the Completion of Construction and occupancy begins, the following insurance must be kept in force throughout the duration of the Lease:

1. Commercial General Liability in an amount not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage combined. Coverage must include Abuse and Molestation Liability. Miami-Dade County must be shown as an additional insured with respect to this coverage.

2. Property Insurance Coverage on an "All Risk" basis in an amount not less than one hundred (100%) percent of the replacement cost of the property. The policy will show Miami-Dade County as a Loss Payee A.T.I.M.A.

3. Flood Insurance coverage for those properties found to be within a flood hazard zone for the full replacement values of the structure(s) or the maximum amount of coverage available through the National Flood Insurance Program (NFIP). The policy will show Miami-Dade County as a Loss Payee A.T.I.M.A.

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

The company must be rated no less than "A-" as to management, and no less than "Class V" as to financial strength, by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

ARTICLE 24

PERMITS, REGULATIONS & SPECIAL ASSESSMENTS

24.1 Tenant covenants and agrees that during the term of this Lease, the Tenant will, at its sole cost and expense, obtain any and all necessary governmental permits, licenses, certificates, authorizations, warrants, and approvals, and that all uses of the Premises will be in complete conformance with any and all applicable laws, ordinances, codes, rules, regulations, including all applicable zoning regulations.

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

24.3 Landlord as Sovereign

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

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

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

24.4 No Liability for Exercise of Police Power

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

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

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

24.4.1.3 To apply for or assist the Tenant in applying for any county, city or third party permit or needed approval; or

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

shall not bind the Board of County Commissioners, the Regulatory and Economic Resources (RER) department or any other county, city, federal or state department or authority, committee or agency to grant or leave in effect any zoning changes, variances, permits, waivers, contract amendments, or any other approvals that may be granted, withheld, or revoked in the discretion of the Landlord or any other applicable governmental agencies in the exercise of its police power; and the Landlord shall be released and held harmless by the Tenant from and against any liability, responsibility, claims, consequential or other damages, or losses to the Tenant or to any third parties resulting from denial, withholding or revocation (in whole or in part) of any zoning or other changes, variances,

permits, waivers, amendments, or approvals of any kind or nature whatsoever. Without limiting the foregoing, the Parties recognize that the approval of any building permit and/or Certificate of Occupancy will require the Landlord to exercise its quasi-judicial or police powers. Notwithstanding any other provision of this Lease, the Landlord shall have no obligation to approve, in whole or in part, any application for any type of permit, license, zoning or any other type of matter requiring government approval or waiver. The Landlord's obligation to use reasonable good faith efforts in the permitting of the use of Landlord's property regarding the Premises shall not extend to any exercise of quasi-judicial or police powers, and shall be limited solely to ministerial actions, including the timely acceptance and processing of any requests or inquiries by Tenant as authorized by this Lease. Moreover, in no event shall a failure of the Landlord to adopt any of the Tenant's request or application for any type of permit, license, zoning or any other type of matter requiring government approval or waiver be construed a breach or default of this Lease.

ARTICLE 25

OWNERSHIP OF ABANDONED PERSONAL PROPERTY

25.1 At the expiration or early termination of this Lease, Tenant shall, without notice from the Landlord, peaceably leave, quit and surrender the Premises. Upon expiration or early termination of this Lease, the Tenant, with the Landlord's permission, shall promptly remove its personal property and the personal property of its employees, agents, and contractors, subject to Section 9.9 of this Lease. Should Tenant fail to remove its personal property, and/or the personal property of others within thirty (30) days, the Tenant agrees that said personal property shall be deemed abandoned and the Landlord may dispose of the personal property in the manner it elects, without any compensation, remuneration or reimbursement to the Tenant or any other owner or person with an interest in such personal property.

ARTICLE 26

EMINENT DOMAIN

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

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

26.3 The full amount of any award whether pro tanto or final for any Taking (the "**Award**"), shall, notwithstanding any allocation made by the awarding authority, be paid and allocated as set forth below, provided that there shall first be deducted from the Award the following, in the order stated: (i) all reasonable fees and expenses of collection, including reasonable attorneys' fees and experts' fees, which shall be paid to the party which has paid such fees and expenses and/or undertaken such work; (ii) any unpaid fees or expense due to the Landlord, or due to a third-party,

which Landlord will be ultimately responsible for; and (iii) any outstanding amounts which represent unpaid loans used by Tenant for the construction of any structures and/or Improvements on the Premises; and (iv) the Tenant's investment in the cost of construction of the Improvements. With respect to the balance of such Award, Landlord and Tenant shall be entitled to receive and retain such separate awards and portions of lump sum awards as may be allocated to their respective interests in any condemnation proceedings, with consideration given to the fact that the Landlord's interest in the Premises is not limited to the land encumbered by this Lease, but also the reversionary interest in the Premises upon expiration of the term and the structure(s) and Improvements thereon and Tenant's interest including the then-term of this Lease and all renewal terms.

26.4 In the event of a permanent Taking of the fee simple interest or title of the Premises, or control of the entire leasehold estate hereunder (a "**Total Taking**"), this Lease shall thereupon terminate as of the actual date of such Total Taking, without liability or further recourse to the Parties, provided that any and all obligations of Tenant under this Lease have been fully and completely complied with by Tenant as required by this Lease, as of the date of said Total Taking, otherwise Tenant hereby agrees that an appropriate amount of its portion of the Award shall be paid to Landlord, and such payment shall be allocated to complete any unfinished work by Tenant or fulfill any unfulfilled obligations, to the extent that the cost of fulfilling such obligations is included in the Award, other than construction or repair of Improvements.

26.5 If, in the event of a partial Taking of less than the entire Premises, the remaining portion of the Premises not so taken cannot be adequately and economically restored, repaired or reconstructed so as to constitute a complete architectural unit of substantially the same usefulness, design, construction, and commercial feasibility, as immediately before such Taking, then Tenant shall have the right, to be exercised by written notice to Landlord within one hundred twenty (120) days after the date of Taking, to terminate this Lease on a date to be specified in said notice, which date shall not be earlier than the date of such Taking, in which case Tenant shall pay and shall satisfy all of the Rent and other payments due and accrued hereunder up to the date of such termination and shall perform all of the obligations of Tenant hereunder to such date, perform all obligations regarding the Tenant's early termination or cancellation of this Lease, and thereupon this Lease and the term herein demised shall cease and terminate. Upon such termination the Tenant's interest under this Lease in the remainder of the leasehold interest not taken shall be sold in accordance with applicable Law, and the proceeds of the sale shall be combined with the award given for the partial Taking with the entire amount then being distributed as if a total Taking had occurred, and the Tenant during any such sale period will not be liable for the payment of Rent on the remaining portion of the leasehold interest. Landlord shall have the first option to purchase Tenant's remaining leasehold interest under this Lease, at its fair market value for a period of one hundred eighty (180) days after the determination of fair market value, which value shall be determined by a mutually acceptable appraiser (or if no one appraiser is agreed upon by the parties, by an appraiser, chosen by two appraisers, one of which will be appointed by each party, within one hundred and fifty (150) days from the date the Lease was terminated). The fair market value specified in the preceding sentence shall be limited to the fair market value of the buildings and Improvements, which fair market value shall include the value of Tenant's interest in the unexpired term of the leasehold estate created pursuant to this Lease, and in no event shall such value include any fee simple interest in the Land. All appraisal costs shall be split equally between the Landlord and Tenant. If Landlord fails to purchase, the remainder of the leasehold interest may be sold to a purchaser consistent with the terms and conditions of this Lease, and this Lease will then be accordingly reinstated, and modified to

reflect the reduced size of the Premises, and in addition to Rent, other costs will be suspended and/or waived by the Landlord, until the time that the leasehold interest is actually acquired by the purchaser of the Tenant's leasehold interest. After the expiration of the one hundred eighty (180) day period, this Lease shall automatically terminate, and any and all interest in this Lease shall return to the Landlord.

ARTICLE 27

WAIVER

27.1 If, under the provisions of this Lease, 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 contained in this Lease nor of any of Landlord's or Tenant's rights under this Lease, 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 expressed waiver by Landlord or Tenant of any breach of covenant, condition, or agreement herein contained shall operate as a future 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 if such obligations are stipulated herein) shall be deemed to be other than on account of the earliest amount of Rent due and owing to the Landlord; and likewise neither shall any endorsement or statement on any check or letter accompanying a check for payment of Rent or any other amounts owed to Landlord be deemed an accord and satisfaction, and the Landlord may accept such check or payment without prejudice to or waiver of Landlord's right to recover the balance of such Rent or other amount owed, or to pursue any other remedy provided in this Lease or at law. Further, any endorsement or statement on any check or letter accompanying a check for payment of Rent or any other amounts owed to Landlord may not be deemed to limit or restrict the Landlord in any manner whatsoever, and such endorsement or statement shall have no effect whatsoever, and shall be deemed to have never been written at all. No reentry by Landlord and no acceptance by Landlord of keys from Tenant shall be considered an acceptance of a surrender of this Lease.

ARTICLE 28

DEFAULT OF TENANT AND REMEDIES

28.1 Consistent with and in addition to Article 21, Termination, above, if Tenant shall fail to comply with the terms and/or condition of this Lease, and if such violation or failure continues beyond any applicable cure period as provided in this Lease, then Landlord may proceed with any remedy available at law or in equity in the State of Florida, or by such other proceedings, including reentry and possession, as may be applicable, and unless otherwise stated this Lease, where in this Lease is states that the remedy is termination of this Lease, then in such instance, the other remedies at law or in equity shall not be available to the Landlord for such default, except for Section 28.7 of this Lease.

28.2 Should Tenant elect or fail to perform or observe any covenant or condition of this Lease (other than defaults that result in automatic termination, and a default involving the payment of Rent, or a condition posing a threat to the health and safety of the public), which default has not

been cured within thirty (30) calendar days after the giving of notice by Landlord, unless such default is of such nature that it cannot be cured within such thirty (30) day period, in which case no event of default shall occur so long as Tenant shall commence the curing of the default within such thirty (30) day period and shall thereafter diligently prosecute the curing of same, and/or such remedy for any such default is not otherwise addressed in this Lease, then the Landlord shall be permitted to terminate this Lease, and immediately take possession of the Premises.

28.3 Should Tenant vacate or abandon the Premises, or fail to immediately take possession of the Premise, or otherwise ceases or discontinues its operations, for a continuous period of thirty (30) days or more, for other than fire or casualty, the Landlord shall be permitted to immediately re-take possession of the Premises. It shall be the Landlord's reasonable determination as to whether or not the Tenant has either vacated or abandoned the Premises, or alternatively failed to take possession of the Premises.

28.4 Upon any default, and after the expiration of any cure period, and the termination of this Lease, and/or the Tenant's abandonment of the Premises, the Landlord may, in accordance with any lawful process, enter the Premises and take possession of any and all goods, inventory, equipment, fixtures and all other personal property of Tenant situated in the Premises without liability for trespass or conversion, and may sell or otherwise dispose of any and all such property after thirty (30) calendar days' notice to Tenant, which notice shall constitute reasonable and sufficient notice (so long as such property is reasonably valued by the Landlord at more than Five Thousand (\$5,000.00) Dollars, otherwise, such property shall be considered abandoned by the Tenant, and Landlord shall have no obligation to either store, maintain, sell or otherwise dispose of the property). The proceeds of any such sale or disposition shall be applied first to the payment of all costs and expenses of conducting the sale and/or caring for and/or storing said property, including reasonable attorneys' fees; second, toward the payment of any indebtedness, including (without limitation) indebtedness for Rent, which may be due or become due to Landlord; and third, to pay Tenant, upon written demand by the Tenant, any surplus remaining after all indebtedness of Tenant to Landlord has been fully paid, so long as Tenant in fact makes such demand within ninety (90) calendar days of any such sale or disposition of property.

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

28.6 Notwithstanding the provisions of Section 28.5, and regardless of whether an event of default shall have occurred, Landlord may exercise the remedy described in Section 28.5 without any notice to Tenant if Landlord, in its good faith judgment, believes it would be injured by failure to take rapid action or if the unperformed obligation by Tenant constitutes an emergency.

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

that after it retakes possession of the Premises, that it shall institute a good faith effort to mitigate the Tenant's ongoing exposure for the Rent by re-letting the Premises to a different entity.

28.8 In addition to any and all other remedies in law or in equity that either party hereto may have against the other, each party hereby agrees to be responsible for its own costs and expenses associated with pursuing a claim against the other party, unless expressly described otherwise in this Lease, and therefore each party shall be solely responsible for its own attorneys' fees, witness expenses, and court costs at both trial and appellate levels.

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

28.10 The provisions of this Article 28 shall survive any termination of this Lease.

ARTICLE 29

RIGHT TO MORTGAGE LEASEHOLD INTEREST

29.1 Right to Mortgage Leasehold. Notwithstanding Article 12, pertaining to Assignments and Subleases, to the contrary, the Tenant shall have the right from time to time, and with the prior written consent of Landlord, to mortgage and otherwise encumber their rights in the leasehold, and particularly their leasehold interest, under this Lease, in whole or in part, by a mortgage, or similar financial instrument given by a lender as a security interest in the leasehold interest of this Lease (the "**Leasehold Mortgage**"), provided such lender is a recognized Lending Institution solely for purposes of paying for capital improvements on the Premises and the Project. Such mortgages or encumbrances shall be expressly subject to the terms, covenants and conditions of this Lease, and at all times shall be inferior and subject to the prior right, title and interest of Landlord herein as security for the performance of the terms and conditions of this Lease. Tenant shall provide Landlord with a copy of all such mortgages prior to their execution for the Landlord's review and approval. The granting of a mortgage against all or part of the leasehold estate in the Premises shall not operate to make the lender thereunder liable for performance of any of the covenants or obligations of Tenant under this Lease, except in the case of a lender which owns or is in possession or control of all or a portion of the Premises, and its period of ownership or possession, or as otherwise provided under applicable law, but Landlord shall always have the right to enforce the Lease obligations against the Premises, including such obligations accruing prior to such period of ownership or possession, subject to the terms hereof. The amount of any mortgage may be increased for additional construction on the Premises, that is first approved in writing by the Landlord whether by an additional mortgage and/or agreement consolidating the liens of such mortgage, or by amendment of the existing mortgage, and may be permanent or temporary, replaced, extended, increased, refinanced, consolidated or renewed with the consent of Landlord, which shall not be unreasonably withheld or delayed. Such mortgage(s) may contain a provision for an assignment of any Rent, revenues, monies or other payments due to Tenant as a landlord (but not from Tenant to Landlord), from Tenant or a lender, and a provision therein that the lender in any action to foreclose the same shall be entitled to the appointment of a receiver.

29.2 Notice to Landlord of Mortgage. A notice of each Leasehold Mortgage shall be delivered to the Landlord specifying the name and address of such proposed holder and/or lender of

a Leasehold Mortgage (“**Leasehold Mortgagee**”) to which notices shall be sent. Landlord shall be furnished a copy of each such recorded mortgage within thirty (30) days of such mortgage being recorded. For the benefit of any such Leasehold Mortgagee who shall have become entitled to notice as hereinafter provided in this Article 29, Landlord agrees, subject to all the terms of this Lease, not to accept a voluntary surrender, termination or modification of this Lease at any time while such Leasehold Mortgage(s) shall remain a lien on Tenant’s leasehold estate. Any such Leasehold Mortgagee will not be bound by any modification of this Lease unless such modification is made with the prior written consent of such Leasehold Mortgagee, and no sale or transfer of Landlord’s fee simple interest in the Premises or any portion thereof to Tenant shall terminate this Lease by merger or otherwise so long as the lien of the Leasehold Mortgage remains undischarged.

29.3 Notices to Leasehold Mortgagee. No notice of default under Article 21, or notice of failure to cure a default under Article 28, shall be deemed to be enforceable against any Leasehold Mortgagee and /or Sub-lessee unless and until a copy has been given to each Leasehold Mortgagee and Sub-lessee who shall have properly notified Landlord of its name, address and its interest in the Premises. Landlord agrees to accept performance and compliance by any such Leasehold Mortgagee with the same force and effect as though kept, observed or performed by Tenant, provided such act or performance is timely under the appropriate provisions of this Lease. Nothing contained herein shall be construed as imposing any obligation upon any such Leasehold Mortgagee to so perform or comply on behalf of Tenant.

29.4 Right to Cure Default of Tenant.

29.4.1 In addition to any rights the Leasehold Mortgagee may have by virtue of Article 29 herein, if, within thirty (30) days following the expiration of the cure period, if any, afforded Tenant (hereinafter the “**Mortgagee Cure Period**”), such Leasehold Mortgagee or shall pay, or arrange to the satisfaction of Landlord for the payment of, a sum of money equal to any and all Rent or other payments due and payable by Tenant hereunder with respect to the Premises to which such Leasehold Mortgagee claims an interest as of the date of the giving of notice of termination, in addition to their pro rata share, based on proportion of the land area the Premises encumbered, any and all expenses, costs and fees, including reasonable attorneys’ fees, incurred by the Landlord in preparation for terminating this Lease, and in acquiring possession of the Premises, then, upon the written request of such Leasehold Mortgagee made any time prior to the expiration of the Mortgagee Cure Period, Landlord and the party making such request (or its nominee) shall mutually execute prior to the end of such Mortgagee Cure Period a new lease of the Premises (or such portion thereof as they have an interest in or mortgage on) for the remainder of the term of this Lease and on the same terms and conditions, and with the same priority over any encumbrances created at any time by Landlord, its successors and assigns which Tenant has or had by virtue of this Lease; provided, however, that in addition to the above payments such Leasehold Mortgagee shall have paid to Landlord a sum of money equal to the Rent and other payments for such portion of the Premises accruing from the date of such termination to the date of the commencement of the term of such new lease, together with their pro rata share of all expenses, including reasonable attorneys’ fees, incident to the preparation, printing, execution, delivery and recording of such new lease. Such priority shall exist by virtue of the notice created by this Lease to any transferee of Landlord or person receiving an encumbrance from Landlord, and the priority shall be self-operative and shall not require any future act by Landlord. Such new lease(s) shall contain the same clauses subject to which this Lease is made, and shall be at the same

Rent and incorporate other payments for such portion of the Premises due Landlord and upon the terms as are herein contained. Tenant(s) under any such new lease(s) shall have the same right, title and interest in and to and all obligations accruing thereafter under this Lease with respect to the applicable portion of the Premises as Tenant has under this Lease.

29.4.2 Simultaneously with the making of such new lease(s), the party obtaining such new lease and all other parties junior in priority of interest in the Premises shall execute, acknowledge and deliver such new instruments, including new mortgages and a new sublease, as the case may be, and shall make such payments and adjustments among themselves, as shall be necessary and proper for the purpose of restoring to each of such parties as nearly as reasonably possible, the respective interest and status with respect to the Premises which was possessed by the respective parties prior to the termination of this Lease as aforesaid.

29.4.3 Nothing contained in this Lease shall be deemed to impose any obligation on the part of Landlord to deliver physical possession of the Premises to such Leasehold Mortgagee until the new lease(s) has been executed by all pertinent parties. Landlord agrees, however, that Landlord will, at the cost and expense of such Leasehold Mortgagee, cooperate in the prosecution of judicial proceedings to evict the then defaulting Tenant or any other occupants of the Premises.

29.4.4 Upon the execution and delivery of a new lease(s) pursuant to this Article 29, all Subleases which theretofore may have been assigned to Landlord or have reverted to Landlord upon termination of this Lease may be assigned and transferred, without recourse against Landlord, by Landlord to the tenant under any such new lease(s) or may be terminated at the option of the Landlord or the tenant under any such new lease. Between the date of termination of this Lease and the date of execution and delivery of the new lease(s), if the Leasehold Mortgagee shall have requested such new lease(s) as provided for in this Article 29, Landlord will not cancel any sublease or accept any cancellation, termination or surrender thereof (unless such termination shall be effective as a matter of law on the termination of this Lease) without the consent of the Leasehold Mortgagee, except:

29.4.4.1 for default as permitted in such, and

29.4.4.2 for the purpose of permitting Landlord to enter into a sublease with another who will occupy not less than the same amount of space demised by the canceled or sublease at a rental rate per square foot and for terms not less than the rental rates per square foot, and for at least the remainder of the unexpired terms, respectively, of the canceled or sublease.

29.4.5 Nothing contained in this Lease shall require any Leasehold Mortgagee or its nominee as a condition to its exercise of its right to enter into a new lease to cure any default of Tenant or any sub-lessee not reasonably susceptible of being cured by such Leasehold Mortgagee or its nominees, in order to comply with the provisions of this Article 29.

29.4.6 The provisions of this Article 29 shall survive any termination of this Lease.

29.5 Notwithstanding anything contained in this Article 29 or elsewhere in this Lease to the contrary, the tenant under this Lease shall, at all times and even in the event of an assignment or new lease resulting from a leasehold mortgage or default thereof, be a not-for-profit entity licensed

and permitted in the State of Florida and the use and the development of the Premises shall be for the Permitted Uses only.

29.6 Estoppel Certificates from Landlord. Upon request of Tenant or any Leasehold Mortgagee, Landlord agrees to give such requesting party an estoppel certificate in accordance with this Article 29. Landlord agrees at any time and from time to time, upon not less than thirty (30) days prior written notice by Tenant or by a Leasehold Mortgagee to furnish a statement in writing, in substantially the form attached hereto as “Exhibit B” setting forth the Rent(s), payments and other monies then payable under the Lease, if then known; certifying that this Lease is unmodified and in full force and effect (or if there shall have been modifications that the Lease is in full force and effect as modified and stating the modifications) and the dates to which rents, payments and other monies have been paid; stating whether or not to the best of Landlord’s knowledge, Tenant is in default in keeping, observing and performing any of the terms of this Lease, and, if Tenant shall be in default, specifying each such default of which Landlord may have knowledge. It is intended that any such statement delivered pursuant to this section may be relied upon by any prospective assignee, transferee, or purchaser of Tenant’s interest in this Lease, or any Leasehold Mortgagee or any assignee thereof, but reliance on such certificate may not extend to any default of Tenant as to which Landlord shall have had no actual knowledge.

29.7 Limited Waiver of Landlord Lien. In order to enable Tenant to secure financing for the purchase of fixtures, equipment, and other personalty to be located on or in the Premises, whether by security agreement and financing statement, mortgage or other form of security instrument, Landlord does waive and will from time to time, upon request, execute and deliver an acknowledgment that it has waived its “landlord’s” or other statutory, common law or contractual liens securing payment of Rent or performance of Tenant’s other covenants under this Lease as to such fixtures, equipment, or other personalty.

29.8 No Subordination or Mortgaging of Landlord’s Fee Title. There shall be no subordination of Landlord’s fee simple interest in the Premises to the lien of any Leasehold Mortgage financing nor shall Landlord be required to join in such mortgage financing. No Leasehold Mortgagee may impose any lien upon the Landlord’s fee simple interest in the Premises.

ARTICLE 30

ART IN PUBLIC PLACES

30.1 This Project is subject to the Art in Public Places (“APP”) provisions in Section 2.11.15 of the Miami-Dade County Code and Administrative Order 3-11, as managed by the Miami-Dade County Department of Cultural Affairs (“Department of Cultural Affairs”) pursuant to Procedure 358 in the Miami-Dade County Procedures Manual (“Procedures Manual”). The Tenant shall transmit 1.5% of the Project costs for all development on the Premises (as outlined in the Procedures Manual) to the Department of Cultural Affairs for the implementation of the APP program. The Tenant is required to work collaboratively with the Department of Cultural Affairs on the implementation of the APP program pursuant to the requirements of said program. The referenced documents can be accessed at:

<https://library.municode.com/fl/miami-dade-county/codes/code-of-ordinances>

<http://www.miamidade.gov/ao/home.asp?Process=alphalist>

<http://intra.miamidade.gov/managementandbudget/library/procedures/358.pdf>

ARTICLE 31

ADDITIONAL PROVISIONS

31.1 Non-Discrimination.

The Board of County Commissioners declared and established as a matter of policy, by Resolution No. 9601 dated March 24, 1964, that there shall be no discrimination based on race, color, creed, or national origin and Resolution No. 85-92 dated January 21, 1992, that there shall be no discrimination on the basis of disability in connection with any Miami-Dade County property or facilities operated or maintained under lease agreement, license, or other agreement from Miami-Dade County, or its agencies.

31.2 Tenant agrees to comply with the intention of Resolution No. 9601 dated March 24, 1964 and Resolution No. 85-92 dated January 21, 1992, in the use of the Premises, and the construction and future operation of an Project thereon, and maintenance of any such buildings and/or Improvements that are constructed on or about the Premises.

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

31.4 Security. The Tenant, as mentioned above in Section 14.1 of this Lease, is solely responsible for securing and maintaining its own security in and around, and for, the Premises. Should the Tenant, at any time and for any reason, believe that security and/or additional security is needed to protect the Tenant, or any of its invitees, licensees, guests, employees, staff, management, residents, and/or anyone else, and/or the personal property belonging to any of the foregoing, and/or the Premises, including, but not limited to, any building and/or Improvements on the Premises, then it is understood and agreed that Tenant shall, at its sole cost and expense, hire and maintain such security. The Tenant further acknowledges and agrees that the Landlord is not expected to supply, or otherwise provide, any security staff and/or security equipment to, on, or about the Premises

which would be designed to prevent or deter vandalism, theft, burglary, and/or any other type of criminal activity or any other type of incident.

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. The Parties agree that venue shall be in Miami-Dade County, Florida.

ARTICLE 33

WRITTEN AGREEMENT

33.1 This Lease contains the entire agreement between the Parties and all previous negotiations leading thereto and it may be modified only by resolution approved by the Board of County Commissioners.

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

33.3 Each party has participated fully in the negotiation and preparation of this Lease with full benefit of counsel. Accordingly, this Lease shall not be more strictly construed against either party.

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

Landlord and Tenant have duly executed this Lease, with the intent for it to be legally binding, as of the Effective Date.

LANDLORD:

MIAMI-DADE COUNTY

a political subdivision of the State of Florida

Witnesses:

Name: _____

Name _____

By: _____

Name: _____

Title: _____

Date signed: _____

TENANT:

**WORLD LITERACY CRUSADE OF
FLORIDA, INC. (soon to be known as GIRL
POWER ROCKS, INC.)**

a Florida not for profit corporation

Witnesses:

Name: _____

Name _____

By: _____

Name: _____

Title: _____

Date signed: _____

EXHIBIT A
MAP OF PREMISES



PEDRO J. GARCIA MIAMI-DADE PROPERTY APPRAISER

Address

Owner Name

Folio

SEARCH:

01-0103-030-1020



PROPERTY INFORMATION

Folio: 01-0103-030-1020

Sub-Division:

CITY OF MIAMI NORTH BLK 33 PB B-41

Property Address

430 NW 9 ST

Owner

MIAMI-DADE COUNTY
GSA R/E MGMT

Mailing Address

111 NW 1 ST STE 2460
MIAMI, FL 33128-1929

PA Primary Zone

4600 MULTI-FAMILY - 5 STORY &

Primary Land Use

8080 VACANT GOVERNMENTAL : VACANT LAND - GOVERNMENTAL

Beds / Baths / Half

0 / 0 / 0

Floors

0

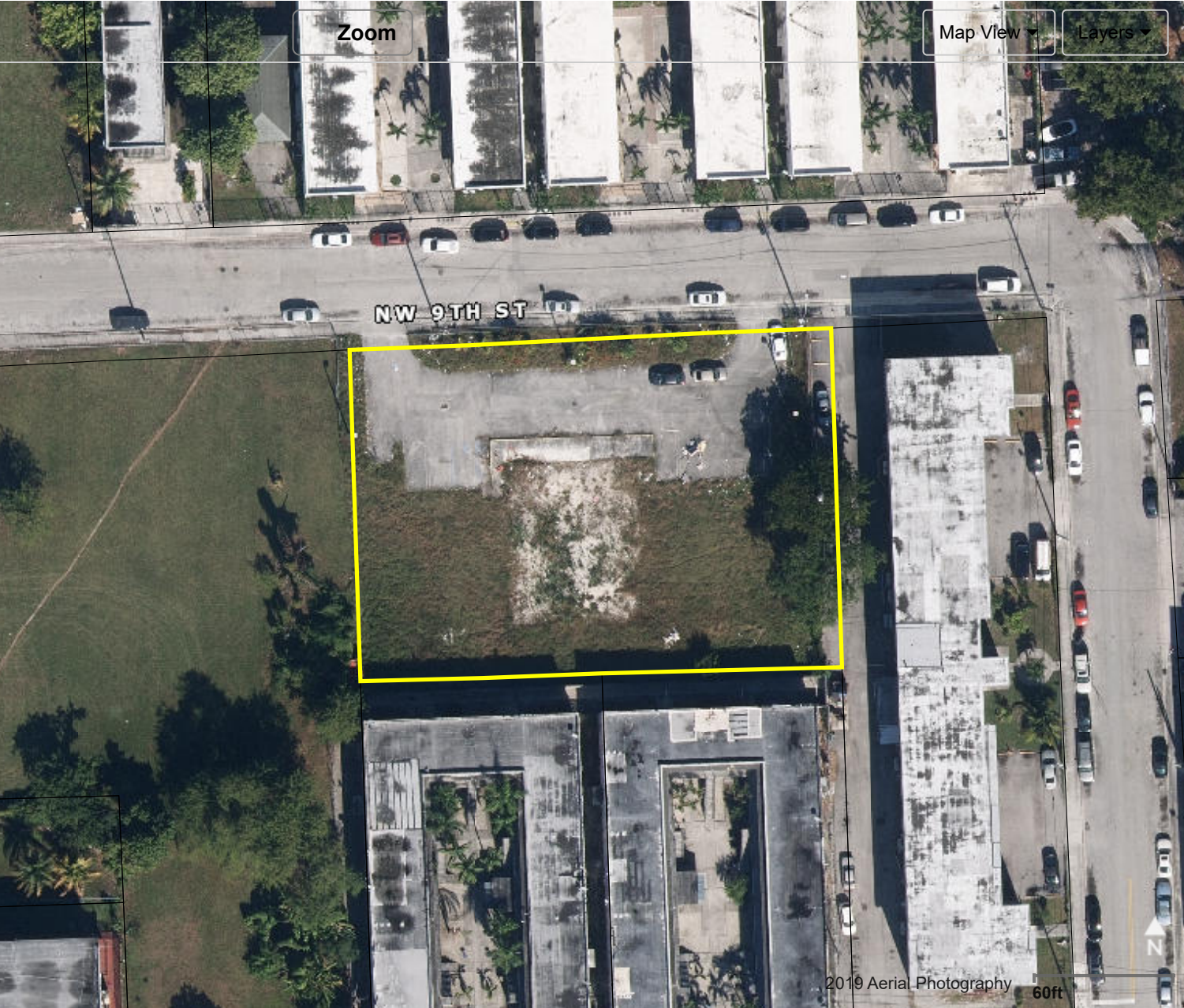
Living Units

0

Actual Area

0

Living Area	0
Adjusted Area	0
Lot Size	30,000 Sq.Ft
Year Built	0



Featured Online Tools

- [Comparable Sales](#)
[PA Additional Online Tools](#)
[Property Search Help](#)
[Report Discrepancies](#)
- [Glossary](#)
[Property Record Cards](#)
[Property Taxes](#)
[Report Homestead Fraud](#)

Special Taxing Districts and Other Non-Ad valorem Assessments
 Tax Estimator
 Value Adjustment Board

Tax Comparison
 TRIM Notice

ASSESSMENT INFORMATION

Year	2020	2019	2018
Land Value	\$480,000	\$480,000	\$480,000
Building Value	\$0	\$0	\$0
Extra Feature Value	\$0	\$0	\$0
Market Value	\$480,000	\$480,000	\$480,000
Assessed Value	\$473,564	\$430,513	\$391,376

TAXABLE VALUE INFORMATION

	2020	2019	2018
COUNTY			
Exemption Value	\$473,564	\$430,513	\$391,376
Taxable Value	\$0	\$0	\$0
SCHOOL BOARD			
Exemption Value	\$480,000	\$480,000	\$480,000
Taxable Value	\$0	\$0	\$0
CITY			
Exemption Value	\$473,564	\$430,513	\$391,376
Taxable Value	\$0	\$0	\$0
REGIONAL			
Exemption Value	\$473,564	\$430,513	\$391,376
Taxable Value	\$0	\$0	\$0

BENEFITS INFORMATION

Benefit	Type	2020	2019	2018
Non-Homestead Cap	Assessment Reduction	\$6,436	\$49,487	\$88,624
County	Exemption	\$473,564	\$430,513	\$391,376

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

FULL LEGAL DESCRIPTION

MIAMI NORTH PB B-41
 LOTS 3 TO 6 INC BLK 33
 LOT SIZE 200.000 X 150
 OR 15797-0132 0193 3

SALES INFORMATION

Previous Sale	Price	OR Book-Page	Qualification Description
---------------	-------	--------------	---------------------------

For more information about the Department of Revenue's Sales Qualification Codes.

2020 2019 2018

LAND INFORMATION

Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	T5-R	4600 - MULTI-FAMILY - 5 STORY &	Square Ft.	30,000.00	\$480,000

BUILDING INFORMATION

Building Number	Sub Area	Year Built	Actual Sq.Ft.	Living Sq.Ft.	Adj Sq.Ft.	Calc Value
-----------------	----------	------------	---------------	---------------	------------	------------

EXTRA FEATURES

Description	Year Built	Units	Calc Value
-------------	------------	-------	------------

ADDITIONAL INFORMATION

* The information listed below is not derived from the Property Appraiser's Office records. It is provided for convenience and is derived from other government agencies.

LAND USE AND RESTRICTIONS

Community Development District: NONE

Community Redevelopment Area: SE OVERTOWN/PARK WEST

Empowerment Zone: NORTH CENTRAL

Enterprise Zone: CENTRAL

Urban Development: INSIDE URBAN DEVELOPMENT BOUNDARY

Zoning Code: T5-R -

Existing Land Use: 411 - PUBLIC SCHOOLS, INCLUDING PLAYGROUNDS (K-12, VOCATIONAL ED., DAY CARE AND CHILD NURSERIES).

Government Agencies and Community Services

OTHER GOVERNMENTAL JURISDICTIONS

Business Incentives

Childrens Trust

City of Miami

Environmental Considerations

Florida Inland Navigation District

PA Bulletin Board

Special Taxing District and Other Non-Ad valorem Assessment

School Board

South Florida Water Mgmt District

Tax Collector

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

For inquiries and suggestions email us at <http://www.miamidade.gov/PAPortal/ContactForm/ContactFormMain.aspx>.

Version: 2.0.3

EXEMPTIONS & BENEFITS

Deployed Military

Disability Exemptions

Homestead

Institutional

Senior Citizens

[More >](#)

REAL ESTATE

40 Yr Building
Re-Certification

Appealing Your Assessment

Defective Drywall

Folio Numbers

Mortgage Fraud

[More >](#)

TANGIBLE PERSONAL PROPERTY

Appealing your Assessment

Assessment Information Search

Exemptions

Extension Requests

Filing Returns

[More >](#)

PUBLIC RECORDS

Address Blocking

Change of Name

Change of Address

Change of Ownership & Title

Declaration of Condominium

More >

ONLINE TOOLS

Property Search

Property Sales

Tax Estimator

Tax Comparison

Homestead Exemption and Portability

More >

TAX ROLL ADMINISTRATION

Appealing your Assessment

Reports

More >

EXHIBIT B
LANDLORD'S ESTOPPEL CERTIFICATE

Re: Lease Agreement dated _____, 20__ (the "Lease"), by and between Miami-Dade County ("Landlord"), and World Literacy Crusade of Florida, Inc., a Florida not-for-profit corporation ("Tenant").

Ladies and Gentlemen:

Landlord has been advised that _____ ("Lender") intends to make a loan to Tenant (the "Loan") in connection with the Premises described in the Lease, and that, in making the Loan, Lender will act in material reliance upon this Estoppel Certificate from Landlord. Landlord hereby certifies, represents, warrants, acknowledges and agrees as follows:

(1) A true, complete and correct copy of the Lease is attached to this Estoppel Certificate. Which Lease is marked as Exhibit "A", and is incorporated herein by reference. There have been no amendments, modifications, extensions, renewals or replacements of the Lease (other than as attached hereto).

(2) Other than those contained in writing in the Lease, Tenant has made no representations, warranties or covenants to or in favor of Landlord with respect to the Premises or the Project.

(3) The Lease is in full force and effect. Tenant has accepted the Premises, presently is in possession of same, and is paying the Rent specified in the Lease on a current basis as of [date]. Landlord has no knowledge of any set offs, claims or defenses to the enforcement of the Lease or Tenant's rights thereunder (except as expressed hereunder or attached hereto).

(4) To Landlord's knowledge, neither Tenant nor Landlord is in default or breach under the Lease, and no event has occurred or condition exists which, with the giving of notice or passage of time, or both, could result in an event of default or breach under the Lease by either party (except as expressed hereunder or attached hereto).

(5) As of [date], Rent is as specified in Exhibit "A" hereto. No Rent has been paid by Tenant in advance under the Lease (except as expressed hereunder or attached hereto).

(6) Landlord has no knowledge of any present condition or event that may give rise to a violation of any federal, state, county or municipal law, regulation, ordinance, statute, rule, order or directive applicable to the Lease, the Premises or the Project (except as expressed hereunder or attached hereto).

Except as otherwise expressly defined in this Estoppel Certificate, all capitalized and/or defined terms when used herein will have the same meanings as given such terms in the Lease. This Estoppel Certificate may be delivered by Landlord by either facsimile or telecopier signature.

Dated this ____ day of _____.

Very truly yours

EXHIBIT C

MIAMI-DADE COUNTY PROCEDURES MANUAL FOR ART IN PUBLIC PLACES

(On file with the Department of Cultural Affairs; To be included in executed Lease Agreement)

SCHEDULE 4.2

(FORM)

CONFIRMATION OF LEASE COMMENCEMENT DATE

Reference is made to World Literacy Crusade of Florida, Inc., in the Lease Agreement dated _____, 20____, by and between Miami-Dade County, acting by and through the Internal Services Department (“Landlord”), and World Literacy Crusade of Florida, Inc., a Florida not-for-profit corporation (“Tenant”). This Confirmation of Lease Commencement Date is attached to the Lease as Schedule 4.2 thereto, and, when executed and delivered by Landlord to the Tenant shall be incorporated within and made a part of the Lease. Capitalized terms used in this Confirmation of Lease Commencement Date without otherwise being defined herein will have the meanings given to them in the Lease. The Confirmation of Lease Commencement Date of the Lease is _____, 20____. Further, the Expiration Date for the Lease is _____, 20 _____. To confirm the Lease Commencement Date as well as the Expiration Date, the Landlord has caused this instrument to be executed and delivered to the Tenant, defining the Lease Commencement Date and the Expiration Date of the Lease.

ATTEST:

COUNTY:

HARVEY RUVIN, CLERK

MIAMI-DADE COUNTY

a political subdivision of the State of Florida

By: _____

Name: _____

Title: _____

BY ITS BOARD OF COUNTY COMMISSIONERS

By: _____

Name: _____

Title: _____