MEMORANDUM

Agenda Item No. 14(A)(5)

TO:	Honorable Chairman Jose "Pepe" Diaz and Members, Board of County Commissioners	**DATE:**	June 15, 2021
FROM:	Geri Bonzon-Keenan County Attorney	**SUBJECT:**	Resolution approving, pursuant to sections 125.031 and 29.008, Florida Statutes, terms of and authorizing execution by the County Mayor of: (1) a Lease Agreement ("Lease") between Miami-Dade County and RL Miami L.P., a foreign limited partnership, for office space located at 1500 NW North River Drive, Suites 600 and 700, Miami, Florida ("Premises") for 20-Year initial term, with two additional five-year options to renew, and with an estimated cumulative fiscal impact to the County in the amount of $63,866,689.65 for the 20-year lease term, and an additional sum of $44,296,947.58 for the option periods; and (2) a sublease agreement between Miami-Dade County and the Office of the State Attorney, 11th Judicial Circuit, to be utilized as office space for its operations, for 20-year initial term, with two additional five-year options to renew and for the nominal amount of $1.00; and authorizing the County Mayor to exercise all rights contained in the lease and sublease, including the renewal options therein and any rights of termination, and to take all actions necessary to effectuate same

Resolution No. R-613-21

The accompanying resolution was prepared by the Internal Services Department and placed on the agenda at the request of Prime Sponsor Commissioner Raquel A. Regalado.

Geri Bonzon-Keenan
County Attorney

GBK/jp

Memorandum

Date: June 15, 2021

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

From: Daniella Levine Cava
Mayor

Daniella Levine Cava

Subject: Lease Agreement between Miami-Dade County and RL Miami L.P., and Sublease Agreement between Miami-Dade County and the Office of the State Attorney, Eleventh Judicial Circuit, for Property Located at 1500 NW North River Drive, Miami, Florida
Lease No.: 01-3135-011-0050-L01

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the Lease Agreement (Lease) between Miami-Dade County (County), as tenant, and RL Miami L.P., a foreign limited partnership (Landlord), and the Sublease Agreement (Sublease) between the County, as sublandlord, and the Office of the State Attorney, Eleventh Judicial Circuit (SAO), as subtenant, for office space to be used by the SAO. More specifically, the resolution does the following:

- Approves the lease of approximately 49,379 rentable square feet of air conditioned office space located at 1500 NW North River Drive, Suites 600 and 700, Miami, Florida (Premises), together with 101 reserved parking spaces;
- Approves the Lease with a lease term of 20 years, with two, five-year options to renew;
- Approves the Sublease to allow the SAO to exclusively occupy and use all of Premises and the parking spaces; and
- Authorizes the County Mayor or Mayor's designee to execute the Lease and Sublease.

The Lease becomes effective 10 days after it is approved by the Board, but the lease term will not commence until the Landlord has completed the buildout of the office space, as evidenced by a Temporary Certificate of Occupancy.

Scope

This item is countywide in nature, however, the Premises is located in Commission District 5, which is represented by Commissioner Eileen Higgins. Written notice of the Lease and Sublease were provided to the District Commissioner.

Fiscal Impact/Funding Source

The total fiscal impact to the County for the first year of the term is estimated to be $3,170,122.86. This amount is comprised of $1,999,857.24 in base rent ($40.50 per square foot, full service lease with the exception of janitorial services and electricity), $87,205.02 for janitorial services, $109,006.28 for electricity, $223,783.56 for security guard services, $46,278.00 for moving expenses, $406,175.00 for information and technology expenses and equipment, $120,000.00 for security equipment, $77,824.96 for schematic plans and design, and a $99,992.86 lease management fee that shall be paid to the Internal Services Department for administration of the Lease and Sublease. The lease management fee is equal to five percent of the annual base rent. The rent and other expenses will be paid from the General Fund, Account Number: 525511000. The Sublease will be for the nominal amount of $1.00.

The total fiscal impact to the County for the 20 year lease term is estimated to be $63,866,689.65, and the total fiscal impact to the County for the two, five-year options to renew is estimated to be an additional $44,296,947.58. The fiscal impact for the initial term and the renewal options include a two and one-quarter percent rental increase annually, a three percent annual increase for security costs, a one percent annual increase for janitorial services, three percent annual increase for electrical costs, and a five percent annual lease management fee paid to the Internal Services Department.

The County is required by Article V, Section 14, of the Florida Constitution, and Section 29.008, Florida Statutes, to cover the cost of the Lease, maintenance, utilities, and security of facilities for the SAO. In addition, Section 125.031, Florida Statutes authorizes counties to enter into leases for properties needed for public purposes, but when the lease term is for longer than five years (as is the case here) the rental amount shall be payable only from non-ad valorem funding sources. The funding source for the proposed Lease is the General Fund, which will only include revenue from non-ad valorem sources.

The Lease includes an Early Termination provision at the end of year 10 and at the end of year 15 of the Lease, should the County elect to terminate the Lease early. If the County elects to terminate the Lease at either of these times, the County will be required to reimburse the Landlord for the unamortized leasehold improvements, which amount shall not exceed $1,875,000.00 if the termination occurs at the end of year 10 and $937,500.00 if the termination occurs at the end of year 15.

In addition, the parties have negotiated and included a Most Favored Nations clause in the Lease, which is designed to protect the County. The Most Favored Nations clause is a provision in which the Landlord agrees that the County will pay lower rent if another tenant leases office space within the building during the initial leasing phase of the office complex, and that other tenant’s rent (on a per square foot basis) is lower by more than five percent.

The Internal Services Department has conducted an in-house survey of the comparable rental values, within a one mile radius of the Premises, to determine the Premises’ market rental value. No properties were identified in the Civic Center area that met the SAO’s space criteria. The findings described below provide relevant market data for general office space in the Civic Center area, but are not directly comparable to the County’s negotiated rate for the Premises.

1011 Sunnybrook Road, Miami, Florida - $37.00 per square foot on an annual basis. The rent includes all operating costs and expenses.

1390 NW 14 Avenue, Miami, Florida - $38.00 per square foot on an annual basis. The tenant is responsible for its proportionate share of operating costs and expenses.

1501 NW North River Drive, Miami, Florida - $32.00 per square foot on an annual basis. The tenant is responsible for all operating costs and expenses.

<u>Track Record/County Monitor</u>
The County has no record of negative performance issues with the Landlord. Juliette Robinson Trottman of the Internal Services Department shall monitor the Lease and Sublease on behalf of the County. Mario M. Gonzalez, of the State Attorney’s Office, is the Sublease monitor.

The Landlord’s principal is RL Miami GP LLC. RL Miami GP LLC is a wholly owned subsidiary of H&R REIT (US), which is a subsidiary of H&R Real Estate Investment Trust, a Canadian company, which is publicly traded on the Toronto Stock Exchange.

On April 10, 2018, through Resolution No. R-351-18, the Board approved a grant agreement between the County and an entity affiliated with the Landlord, River Landing Development LLC and/or River Landing Acquisition LLC, or its parent company H&R REIT (U.S.) Holdings, Inc., for $7,500,000.00 of Building Better Communities General Obligation Bond (Bond) Program grant funds, from Project No. 124

– “Economic Development Fund,” for public infrastructure costs associated with its development of the River Landing project. Pursuant to the terms of the grant agreement, the entity that secures the funding will be contractually obligated to create and maintain 520 new jobs at the River Landing project, at average annual salaries of no less than $24,017.76 for five years, in order to be eligible to receive the full amount of the $7,500,000.00 grant. In the Lease, for a 10 year period, the Landlord requires the SAO to report certain information pertaining to any new SAO employees and salaries so that the Landlord can endeavor to use such information to support its entitlement to the Bond Program funds.

On June 30, 2015, through Resolution No. R-593-15, the Board approved the conveyance of adjacent County-owned property to River Landing Conservation Foundation, a not-for-profit entity affiliated with the Landlord, at no cost. As part of the conveyance, within three years from the time the property was conveyed to the not-for-profit entity, the entity is obligated to create and maintain a seawall along the Miami River and to construct and maintain green space, a pedestrian walkway on the north bank of the Miami River, and enhanced beautification, landscaping and lighting on the property. The property is subject to a reverter clause upon written notice after an opportunity to cure. To date, the not-for-profit entity has not performed the required improvements within the required timeframe, and is in the process of seeking an extension of time from the County in order to meet its commitment. Currently, County staff is evaluating the request for an extension. Any recommended extension of the obligations will be subject to future consideration by the Board.

Delegation of Authority

This item authorizes the County Mayor or the County Mayor’s designee to execute the Lease and Sublease, and to exercise all other rights conferred therein, including, but not limited to, a right of early termination. The County Mayor or the County Mayor’s designee is also authorized to negotiate with the Landlord in the event that the Landlord seeks to convert the River Landing building into a condominium in the future, and conduct all diligence associated with same, provided, however, that the Board must approve any purchase of the Premises by the County.

Background

The SAO continues to increase its staff annually to provide critical services to the judicial system throughout the County. Due to the increasing number of employees, the SAO has determined that it is in need of additional office space to better accommodate staff and to effectively perform its operations with administrative efficiency, as well as in a safe environment. In addition, the SAO will vacate certain existing leased office space, which has not accommodated all of its needs. The Premises is in a convenient location, located within the new River Landing project, which is in close proximity to the Richard E. Gerstein courthouse and the correctional facility.

As part of the Lease, the Landlord has agreed to complete the buildout of the Premises within 180 days after the approval of the Lease, which will include the purchase and installation of certain furniture and security equipment. The Landlord will deliver the Premises to the County in a “turnkey” condition allowing the County to sublease the Premises to the SAO, and for the Premises to be immediately occupied and utilized by the SAO, without having to make any substantial improvements to the Premises.

The County and the SAO shall have the right to terminate the Lease early, by giving the Landlord at least one year prior written notice of its intent to terminate the Lease either at the end of the 10th or the 15th year of the term of the Lease. If the County elects to terminate the Lease early, the County will be responsible for reimbursing the Landlord for the unamortized portion of the leasehold improvements. The total cost of the leasehold improvements, at the start of the Lease, is estimated at $3,521,000.00 (with a cap of $3,750,000.00). The leasehold improvements shall include, in addition to the buildout of the Premises, the purchase and installation of certain furniture and equipment. The Landlord’s requirement to purchase equipment includes certain security equipment, which is in addition to the security equipment mentioned above, at an estimated cost of $46,000.00, to be owned by the County. In addition, the Landlord is also required to purchase a 6-passenger, forward-facing, low-speed vehicle, at an estimated cost of $15,000, to be owned by the SAO, without further cost or payment by the County, even in the event of early termination. The low-speed vehicle will be used by the SAO to transport attorneys to and from the Richard E. Gerstein courthouse. Each of the costs for furniture, additional security equipment and the low-speed vehicle are within the County Mayor’s delegated authority for non-competitive purchases under Implementing Order 3-38, and are being purchased by the Landlord as part of the Lease from separate vendors. Further, as part of the Lease, the Landlord is also responsible for the cost of water to the Premises. The Landlord has also agreed to provide an upgraded air conditioning system, including, but not limited to certain indoor air filtration/purification systems. The SAO will be responsible for maintaining any and all trade fixtures, furniture and equipment within the Premises.

As a part of the Lease, the Landlord will reserve 101 parking spaces in the parking garage for the County’s benefit, without any cost or charge to the County. The County, as part of the Sublease, will assign the use of all of the parking spaces to the SAO, for its use and for its employees, guests, and visitors. Should there be a need for parking above the 101 parking spaces, the employees, guests and visitors of the SAO shall pay for such parking at an agreed upon reduced rate.

Edward Marquez
Chief Financial Officer

MEMORANDUM

(Revised)

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

DATE: June 15, 2021

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 14(A)(5)

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 Danielle Levine Cava Mayor
Veto __________
Override __________

Agenda Item No. 14(A)(5)
6-15-21

RESOLUTION NO. R-613-21

RESOLUTION APPROVING, PURSUANT TO SECTIONS 125.031 AND 29.008, FLORIDA STATUTES, TERMS OF AND AUTHORIZING EXECUTION BY THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE OF: (1) A LEASE AGREEMENT ("LEASE") BETWEEN MIAMI-DADE COUNTY AND RL MIAMI L.P., A FOREIGN LIMITED PARTNERSHIP, FOR OFFICE SPACE LOCATED AT 1500 NW NORTH RIVER DRIVE, SUITES 600 AND 700, MIAMI, FLORIDA ("PREMISES") FOR 20-YEAR INITIAL TERM, WITH TWO ADDITIONAL FIVE-YEAR OPTIONS TO RENEW, AND WITH AN ESTIMATED CUMULATIVE FISCAL IMPACT TO THE COUNTY IN THE AMOUNT OF $63,866,689.65 FOR THE 20-YEAR LEASE TERM, AND AN ADDITIONAL SUM OF $44,296,947.58 FOR THE OPTION PERIODS; AND (2) A SUBLEASE AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE OFFICE OF THE STATE ATTORNEY, 11TH JUDICIAL CIRCUIT, TO BE UTILIZED AS OFFICE SPACE FOR ITS OPERATIONS, FOR 20-YEAR INITIAL TERM, WITH TWO ADDITIONAL FIVE-YEAR OPTIONS TO RENEW AND FOR THE NOMINAL AMOUNT OF $1.00; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE ALL RIGHTS CONTAINED IN THE LEASE AND SUBLEASE, INCLUDING THE RENEWAL OPTIONS THEREIN AND ANY RIGHTS OF TERMINATION, AND TO TAKE ALL ACTIONS NECESSARY TO EFFECTUATE SAME

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

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

Section 1. This Board approves of and incorporates the foregoing recital as if fully set forth herein.

<u>Section 2</u>. This Board approves, pursuant to sections 125.031 and 29.008, Florida Statutes and subject to the condition precedent set forth herein, the terms of the lease agreement between RL Miami L.P., a foreign limited partnership, as the landlord, and the County, as tenant, for the premises located at 1500 NW North River Drive, Suites 600 and 700, Miami, Florida ("premises"), in substantially the form attached hereto as Exhibit "A" (the "lease agreement"), for an initial 20-year term, with two additional five-year options to renew, and with an estimated fiscal impact to the County in the amount of $63,866,689.65 for the 20-year initial lease term, and an additional $44,296,947.58 for the fiscal impact of the two, five-year options to renew. The condition precedent to the Board's approval of the lease agreement is the execution and delivery of the executed sublease agreement by the Office of the State Attorney 11th Judicial Circuit ("State Attorney").

<u>Section 3</u>. This Board approves, pursuant to section 29.008, Florida Statutes and subject to the condition precedent set forth in section 2 of this resolution, the terms of the sublease agreement between the County, as sublandlord, with the State Attorney, as the subtenant, for the premises to be used as general office space and for administering the law by the State Attorney, for the nominal sum of $1.00, in substantially the form attached to the lease as Exhibit "E" for a term of 20 years, minus a day, with two additional five-year options to renew.

<u>Section 4</u>. This Board authorizes the County Mayor or County Mayor's designee, following satisfaction of the condition precedent, to: (i) execute the lease agreement and sublease agreement for and on behalf of the County; (ii) exercise all rights conferred therein, including, but not limited to, any and all renewal options and the rights of early termination, other than any rights specifically reserved to this Board; (iii) take all actions necessary to effectuate the lease agreement and sublease agreement; (iv) to conduct all necessary due diligence and negotiation to acquire the premises as a condominium unit, should the landlord elect to convert the building into a condominium subject to the Board's prior approval of any conveyance of title; and (v) provide executed copies of the lease agreement and sublease agreement to the Miami-Dade County Property Appraiser's Office within 30 days of their execution.

The foregoing resolution was offered by Commissioner **Eileen Higgins**, who moved its adoption. The motion was seconded by Commissioner **Raquel A. Regalado** and upon being put to a vote, the vote was as follows:

Jose "Pepe" Diaz, Chairman **aye**
Oliver G. Gilbert, III, Vice-Chairman **aye**

Sen. René García	**aye**	Keon Hardemon	**aye**
Sally A. Heyman	**aye**	Danielle Cohen Higgins	**aye**
Eileen Higgins	**aye**	Joe A. Martinez	**aye**
Kionne L. McGhee	**aye**	Jean Monestime	**aye**
Raquel A. Regalado	**aye**	Rebeca Sosa	**aye**
Sen. Javier D. Souto	**aye**		

The Chairperson thereupon declared this resolution duly passed and adopted this 15th day of June, 2021. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

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

HARVEY RUVIN, CLERK

By: **Melissa Adames**
Deputy Clerk

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

Monica Rizo Perez

OFFICE LEASE

BETWEEN

RL MIAMI L.P.
a Foreign Limited Partnership

(“Landlord”)

AND

MIAMI-DADE COUNTY
a political subdivision of the State of Florida

(“Tenant”)

For the benefit of: Office of the State Attorney, 11th Judicial Circuit

Dated as of

________________, 20__

LEASE INDEX

PAGE

EXHIBITS

OFFICE LEASE

This Office Lease ("Lease") dated ________________________20__ (the "Effective Date") is made between RL Miami L.P., a Foreign limited partnership, whose principal place of business is located at 3625 Dufferin Street, Suite 500, Toronto, Ontario M3K 1N4 ("Landlord"), and Miami-Dade County, a political subdivision of the State of Florida, whose principal place of business is located at 111 N.W. First Street, Miami, Florida 33128 ("Tenant").

LEASE OF PREMISES

Landlord hereby leases to Tenant, and Tenant hereby leases from the Landlord, subject to all of the terms and conditions set forth herein, that certain property (the "Premises"), which is further described below in *Item 4* of the Basic Lease Provisions, and as shown on the illustration attached hereto as Exhibit A. The Premises is located in the Building which is described below in *Item 2* of the Basic Lease Provisions. The Building is located on that certain land (the "Land"), which is more particularly described below in Item 3 of the Basic Lease Provisions, which includes landscaping, retail establishment, apartments, parking facilities and other improvements including fixtures, common areas, and appurtenances now or hereafter placed, constructed, or erected on the Land, as shown hereto as Exhibit B, and together all of which is known as the "Project."

I.
BASIC LEASE PROVISIONS

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

2. **Building:** A 7 story building, containing both an office and retail component and parking facilities, located at 1500 N.W. North River Drive, Miami, Florida 33125

3. **Land (Including Folio No.):** 01-3135-011-0050

4. **Premises:** 1500 N.W. North River Drive, Suites 600 and 700, located, respectively, on the Sixth and Seventh Floors of the Building. The Tenant leases the entire Seventh Floor of the Building and a portion of the Sixth Floor of the Building.

5. **Size of Premises:**
   - 49,379.19 rentable square feet (subject to actual measurement, based upon BOMA 1996 standard of measurement for office buildings). This total amount used for rent calculation.
   - 43,602.51 total useable square footage (subject to actual measurement, based upon BOMA 1996 standard of measurement for office buildings).
   - 38,435.585 useable square feet located on the Seventh Floor (subject to actual measurement, based upon BOMA 1996 standard of measurement for office buildings).

- 5,166.925 usable square feet located on the Sixth Floor (subject to actual measurement, based upon BOMA 1996 standard of measurement for office buildings).

6. **Size of the office component of the Building:** Approximately 149,744.11 square feet comprises the office component of the Building (subject to later measurement).

7. **Rent:** The Rent for the first year of the Term shall be Forty Dollars and Fifty Cents ($40.50) per square foot (Full Service, with the exception of janitorial services and electrical services, which electrical usage is separately metered and paid for by the Tenant directly to the utility provider). The Tenant is responsible for any and all janitorial care and expenses within the Premises. After the initial year of this Lease, the Rent shall increase every year, throughout the Term, by two and one quarter (2.25%) percent, as detailed below, including during the Renewal Term.

Period	**Annual Rent**	**Monthly Rent**
Year 1	$1,999,857.24	$166,654.77
Year 2	$2,044,854.00	$170,404.50
Year 3	$2,090,863.20	$174,238.60
Year 4	$2,137,907.64	$178,158.97
Year 5	$2,186,010.48	$182,167.54
Year 6	$2,235,195.72	$186,266.31
Year 7	$2,285,487.72	$190,457.31
Year 8	$2,336,911.20	$194,742.60
Year 9	$2,389,491.60	$199,124.30
Year 10	$2,443,255.20	$203,604.60
Year 11	$2,498,228.52	$208,185.71
Year 12	$2,554,438.56	$212,869.88
Year 13	$2,611,913.52	$217,659.46
Year 14	$2,670,681.48	$222,556.79
Year 15	$2,730,771.84	$227,564.32
Year 16	$2,792,214.24	$232,684.52
Year 17	$2,855,039.04	$237,919.92
Year 18	$2,919,277.44	$243,273.12
Year 19	$2,984,961.12	$248,746.76
Year 20	$3,052,122.84	$254,343.57

8. **Additional Rent:** None.

9. **Tenant's Pro Rata Share of Operating Costs or Common Area Maintenance:** None. Both parties hereby acknowledge and agree that the Tenant is not responsible to pay for any type of Operating Costs and/or Common Area Maintenance expenses, as such cost and expenses are included in the full service rent that is paid by the Tenant, except for the janitorial services and electrical services for the Premises.

10. **Tenant's Pro Rata Share of Insurance and Real Estate Taxes.** None.
Both parties hereby acknowledge and agree that the Tenant is not responsible to pay for any insurance and/or real estate taxes, as such cost and expense are included in the full service rent that is paid by the Tenant.

11. **Cost for Leasehold Improvements:** The Landlord, at its sole cost and expense, will provide the Leasehold Improvements, as described below in Section 7, to the Premises, consistent with the Premises being delivered to the Tenant in turnkey condition, as per Section 7 of this Lease, including the cost for any and all permits, materials, supplies and labor relating thereto. The cost for any and all plans and specifications, permit ready set of drawings (if necessary) for the Premises and the layout requirements, all consistent with the schematic design (see Exhibit C), which is attached hereto and incorporated herein by this reference, will be paid for by the Landlord. The Landlord will buildout the Premises utilizing building standard specifications. The Leasehold Improvements shall also include, in addition to the buildout of the Premises, the purchase and installation of certain furniture, which shall automatically become the Tenant's furniture upon its installation in the Premises. Upon completion of the Leasehold Improvements, the Landlord shall provide to the Tenant an itemized list of all Leasehold Improvements, with the costs associated for such Leasehold Improvements, including copies of any and all invoices, receipts, release of liens, and cancelled checks. Additional work and upgrades will be completed pursuant to approved change-orders.

12. **Security Deposit:** None.

13. **Term:** The term of this Lease ("Term") will be twenty (20) years, commencing on the Commencement Date and ending on the last day of the twentieth (20^{th}) year after the Commencement Date.

14. **Effective Date and Commencement Date:** The Effective Date of this Lease shall be the day written on the first page of this Lease, which date shall follow final approval of this Lease by the Miami-Dade Board of County Commissioners and the County Mayor or Mayor's execution of this Lease. The Commencement Date of this Lease shall be the date that the Landlord Substantially Completes, as defined below, the Leasehold Improvements, in accordance with Section 7 of this Lease and as evidenced by a Temporary Certificate of Occupancy for the Premises, which work will be performed in accordance with the schematic design, along with any construction drawings which are approved by Landlord and Tenant. The Substantial Completion shall also include the Landlord obtaining a Temporary Certificate of Occupancy for the Premises. Landlord commits to achieving Substantial Completion approximately one hundred eighty (180) days from the Effective Date. The Tenant shall have limited early access to the Premises upon prior written notice to Landlord within three (3) weeks prior to formal occupancy of the Premises to move furniture, equipment and perform any infrastructure improvements not required to be completed as a condition of receiving a Temporary Certificate of Occupancy.

15. **Termination Date:** Twenty (20) years after the Commencement Date of this Lease.

16. **Options to Renew:** Provided no events of default exist on the date of Tenant's election to exercise either of the renewal options set forth herein and on the date when the option to renew is scheduled to commence, then Tenant, by giving Landlord written notice not less than one hundred eighty (180) calendar days prior the expiration of the this Lease, or any subsequent renewal period, shall have the right to renew and extend this Lease for two (2) additional five (5) year periods ("Renewal Term") upon the same terms, covenants and conditions as the Term of this Lease, except that (i) any rent free periods, rental concessions, inducements, allowances and other similar items applicable during the Term, if any, will not apply during any Renewal Term, (ii) the Tenant will accept the Premises on an "as is" basis at the commencement of any Renewal Term, and (iii) the annual Rent for the Renewal Term will be the annual Rent for the immediately preceding year of the Term increased by two and one quarter (2.25%) percent. Further, at least ninety (90) calendar days prior to the Tenant's one hundred eighty (180) day notice period, the Landlord shall notify the Tenant of the upcoming expiration period, and the need to notify the Landlord of whether or not the Tenant will renew this Lease. Should, for any reason, the Landlord fail to notify the Tenant, the Tenant's one hundred eighty (180) day notice period will be automatically be extended by the number of days from when the Landlord does in fact notify the Tenant. For purposes of explanation and not limitation, should the Landlord fail to notify the Tenant in writing ninety (90) days in advance of one hundred eighty (180) calendar days prior to the expiration of this Lease, but does notify the Tenant ten (10) days thereafter, the Tenant shall then have ten (10) calendar days beyond the Termination Date of this Lease to provide notice to the Landlord of its intent to renew this Lease.

17. **Right of Early Termination:** See Section 22 of the Standard Lease Provisions.

18. **Holdover:** Month-to-Month. The holdover rate is one hundred (100%) percent of the current Rent subject to the commencement of lease negotiations. If lease negotiations have not commenced within twelve (12) months from the Termination Date, Rent, thereafter, shall be the rental rate being paid during the last month of the Term or any extension of the Term, multiplied by one hundred three (103%) percent.

19. **Broker(s)**

    Landlord's Broker: None.

    Tenant's Broker: None.

20. **Number of Parking Spaces:** As further described below in Section 1 of the Standard Lease Provisions, the Tenant is entitled to one hundred (100) parking spaces within the parking garage of the Building. All one hundred (100) of the parking spaces shall be grouped together on the 11th Floor of the parking garage, and such parking shall be labeled and numbered for the benefit of the Tenant, and its employees. Such one hundred (100) parking spaces are and shall be granted to the Tenant throughout the Term of this Lease, and any renewal thereof, be without any cost, charge or expense to the Tenant, or its employees. Additional parking will be available to the Tenant, and its employees, agents, contractors, and/or guests, during first (1st) year of the Term, at the maximum rate of Fifty ($50.00) Dollars per parking space, per month. Thereafter, the Landlord shall have the option to increase the parking fee, for the additional parking spaces

at the rate of two (2%) percent per year. For purposes of illustration only, during the second year of the Term, the charge for the additional parking spaces may increase to Fifty-one ($51.00) Dollars, which is two (2%) percent more than Fifty ($50.00) Dollars. And, the parties further acknowledge and agree that the parking fee for the additional parking spaces shall be paid for by the individual users of the parking spaces (i.e., the employees and/or guests of the Tenant), not by the Tenant.

21. **Address for Notices:**

To Landlord:
RL Miami
c/o H&R REIT
3625 Dufferin Street, Suite 500
Toronto, Ontario M3K 1N4 CA
Attention: Robyn Kestenberg
Legal Department

With a copy to:
RL Miami L.P.
283 Catalonia Avenue, Suite 100
Coral Gables, Florida 33134
Attention: Andrew Hellinger

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

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

With a copy to:
State of Florida through the
State Attorney, 11th Judicial Circuit
1350 N.W. 12 Avenue
Miami, Florida 33136
Attention: Executive Director

22. **Place of Rent Payment:** 283 Catalonia Avenue, Suite 100, Coral Gables, Florida 33134, or payment shall be made by Automated Clearing House (ACH) payments to the Landlord's bank account.

23. **Low-Speed Vehicle:** In accordance with, and as further described in, Section 32 of the Standard Lease Provisions below, the Landlord agrees to purchase a new 6-passenger, forward facing, low-speed vehicle (as such term is defined in chapter 320, Florida Statutes) for the Subtenant, on or before the Commencement Date. The low-speed vehicle shall be selected by the Tenant, with the cooperation of the Landlord, and shall be currently authorized to be, and capable of being, driven on the streets within the City of Miami (i.e., street legal, meeting all codes and requirements). The low-speed vehicle, upon delivery to the Subtenant, shall automatically become the personal property of the Subtenant, without any cost, payment or remuneration to the Landlord. The color, type and model of the low-speed vehicle shall be selected by the Tenant, and the addition of any signage on the low-speed vehicle shall be at the sole and absolute discretion of the Tenant. The Subtenant shall be permitted to store and/or otherwise park the low-speed vehicle in the parking garage of the Building, at no cost, without the parking space being considered as one (1) of the one hundred (100) parking spaces reserved for the Tenant.

Further, the Landlord shall have no responsibility nor any liability connected to the use and operation of the low-speed vehicle.

24. **Security Equipment:** The Landlord hereby agrees to purchase for the benefit of the Tenant certain security equipment, new, for the Tenant to utilize in the Premises. Such security equipment shall consist of: 1.) Garrett Magna Scanner MZ 6100 walkthrough metal detector; 2.) Smiths Detection HI-SCAN 6040C - X-ray baggage package scanner, with LCD monitor; and 3.) Thermal camera (TCI-B13F15). The foregoing security equipment shall be delivered to the Tenant on the Commencement Date of this Lease, and shall automatically become the personal property of the Tenant, without any cost, payment or remuneration to the Landlord. Notwithstanding the foregoing, such security equipment shall be deemed to be included in the cost of the Leasehold Improvements should the Tenant elect to terminate this Lease prior to the Termination Date, thereby resulting in the reimbursement to the Landlord for the unamortized cost of such security equipment.

25. **Building Amenities:** The Landlord and Tenant hereby acknowledge and agree that the Tenant, and its employees shall have full and complete access to any and all amenities within the Building (if any), which are provided to, or for, the general benefit of all of the tenants in the Building at the same cost and expense (if any), that is charged to all (or the majority of) the other tenants, including, but not limited to, any fitness center, lounge and/or any type of indoor or outdoor meditation and/or comfort areas. For purposes of an explanation, not limitation, should the Landlord create an exercise room, which is made available to all (or a majority) of the other tenants in the Building, then the Tenant will have the same rights, access and privilege to utilize the exercise room as the other tenants.

This Lease consists of the foregoing introductory paragraphs and Basic Lease Provisions (consisting of paragraphs 1 through 25), along with any and all exhibits, all of which are incorporated herein by this reference. In the event of any conflict between the information contained in the Basic Lease Provisions, and the language in the Standard Lease Provisions, which follow, the Standard Lease Provisions shall control.

II.
STANDARD LEASE PROVISIONS

1. LEASE GRANT

(a) Landlord hereby leases to the Tenant that certain Premises, consisting of Suites 600 and 700, which are located at 1500 N.W. North River Drive, Miami, Florida 33125, comprising a total of 49,379.19 rentable square feet of space (43,602.51 useable square feet), as measured and determined in accordance with BOMA 1996 standard of measurement for office buildings, located on the Sixth and Seventh Floors of the Building, which together are shown on the illustration that is attached hereto, marked as "Exhibit A," and is included herein by reference. Further, the parties hereby acknowledge and agree that each party shall have the right, at any time, to measure the Premises, and determine the actual square footage of the Premises, and upon such determination the rental rate shall be adjusted accordingly.

(a.1) Notwithstanding the foregoing, the Landlord shall have the one-time right, exercisable by written notice to Tenant, within sixty (60) calendar days following full execution of this Lease by both Landlord and Tenant, and at Landlord's sole expense to relocate that portion of the Premises located on the Sixth Floor of the Building, as shown on Exhibit "A" to the area shown on Exhibit A.1 ("Sixth Floor Relocation Space"). If Landlord exercises such right, the Landlord shall be responsible for all costs associated with such relocation, including, but not limited to, paying the Tenant, in advance, for its cost in space planning the Sixth Floor Relocation Space, which is estimated at Twenty-five Thousand ($25,000.00) Dollars, and timely delivering such Sixth Floor Relocation Space to the Tenant, consistent with the schematic design requirements as determined by the Tenant, within the agreed upon one hundred eighty (180) calendar day time frame, as specified below Section 2(h) of this Lease. Further, the Landlord expressly acknowledges and agrees that if it exercises its right to relocate that portion of the Premises located on the Sixth Floor to the Sixth Floor Relocation Space that there will not be any reduction in square footage, from the original area located on the Sixth Floor, consisting of 5,166.925 usable square feet, and any increase in square footage will not increase or otherwise have an impact on the amount of the rent payable to the Landlord.

(b) Landlord leases the Premises to the Tenant, and the Tenant hereby leases the Premises from the Landlord together with the non-exclusive right to use, in common with others to use all appurtenances of the Building and the Land that are designated by the Landlord for the common use of tenants and others, such as sidewalks, reserved parking areas and unreserved parking areas, common corridors, lobby areas, hallways, stairways, elevators, elevator foyers, water fountains, restrooms, vending areas, loading zones, roads, driveways, passageways, landscaped areas (the common areas).

(c) Tenant hereby accepts the Premises in its current "as-is" "where-is" condition, with any and all faults, except to the extent that all components shall be in good condition and in good working order as of the commencement of this Lease, and to the extent that the Landlord has agreed to make certain Leasehold Improvements to the Premises, as further described in this Lease.

(d) The Landlord and Tenant hereby acknowledge and agree that the Tenant shall have one hundred (100) parking spaces within the parking garage for the Building for its exclusive use, without cost (free), at all times throughout the Term of this Lease, and the Renewal Term, and therefore the Tenant, and its employees, shall be entitled to utilize such parking spaces at any time during the day or night, in which the Building is open, or made to be open. The one hundred (100) parking spaces shall be grouped together in an area on the 11th Floor of the parking garage, and such parking shall be labeled and numbered for the benefit of the Tenant, and its employees, and shall conform to all existing governmental codes in effect at the time of Tenant's occupancy. In addition, the Tenant shall have an additional parking space, in the parking garage of the Building, at no cost (free) for the low-speed vehicle (or any replacement of such low-speed vehicle), throughout the Term of this Lease, and the Renewal Term. In addition, the Tenant, and its employees, agents, contractors, and/or guests, shall have the right to pay a monthly parking fee, during the Term of this Lease, which is pre-arranged, and set-forth in Section 20, of the Basic Lease Provisions, but in no event shall Tenant be required to pay for such parking. Any such charges must be paid by the Office of the State Attorney, 11th Judicial Circuit (the "Subtenant"), or alternatively, by the individual users of such spaces, and Landlord shall not seek reimbursement of same from Tenant. Landlord shall not be liable for any damage to automobiles of any nature whatsoever to, or any theft of, automobiles or other vehicles or the contents thereof, while in or about the Building's parking garage, unless the Landlord was negligent. Further, the parties agree that none of the agreed upon one hundred (100) parking spaces shall be parking spaces designated for people with disabilities (disability parking), unless the Tenant specifically requests that such parking be included in the one hundred (100) parking spaces allocated to the Tenant.

2. **TERM**

(a) The Effective Date of this Lease shall be the day written on the first page of the Lease, which date shall follow final approval of this Lease by the Miami-Dade Board of County Commissioners and the County Mayor or Mayor's execution of this Lease.

(b) The Term of this Lease shall be for a period of twenty (20) years, and shall commence on the date that the Leasehold Improvements are Substantially Completed, as defined below. The date marking the beginning of the Lease shall be the Commencement Date. The Commencement Date shall be memorialized in a Tenant Acceptance Letter, as described below in Section 2(e), sent by the Tenant to the Landlord. The date marking the end of this Lease, twenty (20) years from the Commencement Date, shall be the Termination Date.

(c) Prior to the Tenant taking possession of the Premises, the Landlord shall cause the Premises to be prepared for occupancy consistent with the space being fully built-out, and in "turnkey" condition, including, but not limited to, the installation of the furniture purchased by the Landlord for the Tenant, and all as described in Section 7 of this Lease. The cost associated with any and all Leasehold Improvements, as defined below, will be borne by the Landlord, unless specifically stated to the contrary herein, with an agreed upon amount for timely performing such work. "Substantially Completed" or "Substantial Completion" as that term is used herein, shall mean the date when all major construction aspects of the Premises, including, but not limited to, any and all work associated with the installation of the HVAC system, air conditioning ductwork, ceilings, flooring, walls, furniture, fixtures, and equipment to be installed by the Landlord is completed, as evidenced by a Temporary Certificate of Occupancy, although minor items that will not interfere with the business or operation of the Tenant, as determined by the Tenant, need not be completed prior to the Commencement Date. Further, the Landlord shall secure the appropriate Temporary Certificate of Occupancy for the Leasehold Improvements and such Temporary Certificate of Occupancy shall be the date of Substantial Completion. The Temporary Certificate of Occupancy shall serve as evidence that the work for the Leasehold Improvements has been Substantially Completed.

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

(e) Prior to occupying the Premises, Tenant shall execute and deliver to Landlord a Tenant Acceptance Letter confirming the following: (1) the Commencement Date and the Termination Date of the Term; (2) that Tenant has accepted the Premises; and (3) that Landlord has performed all of its obligations with respect to the Leasehold Improvements for the Premises (except for punch-list items specified in such letter); however, the failure of the Tenant to deliver such Tenant Acceptance Letter shall not defer the Commencement Date or otherwise invalidate this Lease.

(f) It is agreed that notwithstanding any date provided in this Lease for the commencement of the Term, the Tenant's obligation to pay Rent shall not commence unless and until the Leasehold Improvements are Substantially Completed, as evidenced by a Temporary Certificate of Occupancy.

(g) The Tenant taking possession of any portion or all of the Premises prior to the issuance of a Temporary Certificate of Occupancy shall not constitute Tenant's acceptance of the Premises, or such portion thereof as being in satisfactory condition. The Landlord and Tenant agree that the Tenant shall have a three (3) week period, prior to the anticipated date for the receipt of the Temporary Certificate of Occupancy, to begin to move into the Premises some furniture and/or equipment, so long as such activity does not interfere with the Landlord performing the Leasehold Improvements.

(h) It is further agreed that upon the Effective Date, the Landlord shall immediately commence the work associated with the Leasehold Improvements, and shall have a maximum of one hundred eighty (180) calendar days, to have the Leasehold Improvements Substantially Completed. Should the Landlord fail to timely Substantially Complete the Leasehold Improvements, then after one hundred eighty (180) calendar days, the Tenant shall receive from the Landlord the sum of Two Hundred Fifty ($250.00) Dollars per day as liquidated delay damages and not as a penalty. The Landlord and the Tenant acknowledge and agree that Landlord's failure to timely complete the Leasehold Improvements and thereby delay the Commencement Date for the Premises will harm Tenant and that it is difficult to quantify the damages to Tenant. Should the Tenant cause any delay in the Landlord completing the Leasehold Improvements, as a tenant (not in the Tenant's capacity as a governmental entity) then such period of delay shall not be counted against the Landlord. The Landlord must document any delay caused by the Tenant, and have the Tenant sign-off, evidencing that the delay was actually caused by the Tenant. An example of such delay caused by the Tenant is if the Tenant requests a different type or color of carpeting, after the carpeting was initially approved by the Tenant. Further, in the event that there is a situation that is not otherwise addressed by this Lease, in which the Landlord seeks or requires the input or involvement of the Tenant to make a determination regarding the Leasehold Improvements, the Tenant, to the greatest extent possible, shall cooperate with the Landlord and provide responses to the Landlord within three (3) business days. Further, after the Landlord secures the Temporary Certificate of Occupancy, the Landlord shall then have a total of twelve (12) months to secure the Certificate of Occupancy for the Premises. Should, for any reason, the Landlord fail to timely secure the Certificate of

Occupancy within the twelve (12) month period following it securing the Temporary Certificate of Occupancy, then the Tenant shall automatically receive from the Landlord the sum of Two Hundred Fifty ($250.00) Dollars per day as liquidated damages. Then, after eighteen (18) months from the date that the Landlord has secured the Temporary Certificate of Occupancy, if the Landlord has not secured a Certificate of Occupancy, the Landlord shall pay the Tenant Five Hundred ($500.00) Dollars per day as liquidated damages. Then, after thirty-six (36) months from the date that the Landlord secured the Temporary Certificate of Occupancy, if the Landlord has not secured the Certificate of Occupancy, the Tenant shall have the right to terminate this Lease, and only be required to reimburse the Landlord for the unamortized portion of the Leasehold Improvements, on a straight-line basis in the event that Tenant is able to exercise all rights and provisions set forth herein, without limitation, pursuant to the Temporary Certificate of Occupancy or other equivalent document, but nonetheless Tenant chooses to terminate.

(i) Renewal Term. The Tenant shall have the right to renew this Lease in accordance with the terms and conditions found in Section 16, of the Basic Lease Provisions.

(j) Holdover. If Tenant retains possession of the Premises after the expiration of this Lease, including any and all renewals thereof, then, in accordance with Section 18, of the Basic Lease Provisions, such possession shall automatically become one of month-to-month, and the Rent shall be one hundred (100%) percent of the then current Rent, subject to the commencement of Lease negotiations. And if lease negotiations have not commenced within twelve (12) months from the Termination Date, Rent, thereafter, shall be the rental rate being paid during the last month of the Term or any extension of the Term, multiplied by one hundred three (103%) percent.

3. **RENT**

(a) Rent. The Rent for the first year of the Term shall be Forty Dollars and Fifty Cents ($40.50) psf, rentable square feet (Full Service, with the exception of janitorial services, and separately metered electrical services, which the Tenant will pay for directly to the utility provider). The Tenant is responsible for any and all janitorial care and expenses, as well as for separately metered electrical expenses within the Premises. After the first (1st) year of the Term, the Rent shall increase by two and one quarter (2.25%) percent, as described and illustrated above in Section 7 of the Basic Lease Provisions. Rent shall be payable by Tenant to Landlord under this Lease, plus any applicable sales tax, at the Landlord's office, presently located at 283 Catalonia Avenue, Suite 100, Coral Gables, Florida, 33134, or at such other place as Landlord may hereafter specify in writing.

(b) All monthly installments of Rent shall be payable in advance on the first (1st) day of each calendar month during the term hereof, with the exception of the month of October, which will be processed after the close of the Tenant's fiscal year on September 30th of each year. Rent for the first and last months of the Term hereof shall be prorated, if necessary, based upon the number of days during each said month that this Lease is in effect. Unless otherwise authorized in this Lease, the Rent shall be due and payable to the office of the Landlord, or to such other place as the Landlord might designate in writing. Further, except as expressly set forth in this Lease, the Landlord acknowledges and agrees that the Tenant shall not be required to pay late fees.

(c) The term "Rent" shall, unless otherwise agreed to by the parties, as evidenced in this Lease, refer to all Rent, along with any and all charges, fees, costs, and/or expenses incurred by the Landlord in the ownership and/or operation of the Premises, the Building, and the Land, and is inclusive of any and all administrative fees, common area maintenance, utilities (except for electrical service in the Premises), pest control, maintenance and repairs to the Premises, and all other expenses related to the rental and use of the Premises by the Tenant, except for janitorial services.

(d) Tenant's Pro Rata Share of Insurance. None. Both parties hereby acknowledge and agree that the Tenant is not responsible to pay for any insurance relating to the Building, as such cost and expense is included in the full service rent that is paid by the Tenant. Tenant shall have no obligation to pay any pro-rata share of Landlord's insurance.

(e) Tenant's Pro Rata Share of Real Estate Taxes. None. Both parties hereby acknowledge and agree that the Tenant is not responsible to pay for any real estate taxes, as such cost and expense is included in the full service rent that is paid by the Tenant. Tenant shall have no obligation to pay any pro-rata share of Landlord's real estate taxes.

(f) Sales Tax. The Landlord and Tenant acknowledge and agree that the Tenant is not responsible to pay sales tax on the Rent, pursuant to Section 212.031, Florida Statutes, and Rule 12A-1.070, Florida Administrative Code, because of the Tenant's status as a governmental entity. Notwithstanding the foregoing, should, during the course of the Term of this Lease, the Tenant no longer qualify for the exemption or otherwise becomes obligated to pay sales tax, the Tenant shall thereafter pay sales tax in accordance with Florida law.

4. **USE OF PREMISES**

(a) The Landlord acknowledges and agrees that despite the fact that this Lease is entered into with the Tenant, it will be the Office of the State Attorney, 11th Judicial Circuit (also referred to herein as the "Subtenant") that will occupy and otherwise utilize the Premises, as its office location for general office use and administering laws.

(b) The Office of the State Attorney, 11th Judicial Circuit, shall use the Premises for general office use, not inconsistent with the character and type of tenancy found in comparable buildings utilized by governmental agencies and/or entities. The Premises shall not be utilized for any other purpose, other than general office use, with the right to interview and otherwise communicate with witnesses and victims without the prior knowledge or consent of the Landlord. For greater certainty, the Tenant hereby agrees that it shall not bring into the Premises any person that is currently in custody, or otherwise escorted by the police.

(c) Neither the Tenant, nor the Office of the State Attorney, 11th Judicial Circuit, shall, at any time, use or occupy the Premises, or permit any act or omission in or about the Premises, in violation of any law, statute, ordinance, or any governmental rule, regulation, or order, and the Tenant shall, upon written notice from the Landlord, discontinue any use of the Premises which is declared by any governmental authority to be a violation of law. If any law(s) shall, by reason of the nature of Tenant's use or occupancy of the Premises, impose any duty upon the Tenant or Landlord with respect to the following: (i) modification or other maintenance of the Premises, or (ii) the use, alteration, or occupancy thereof, the Tenant shall comply with such law at Tenant's sole cost and expense.

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

(e) The Landlord hereby acknowledges and agrees that should the Office of the State Attorney, 11th Judicial Circuit elect to cancel its agreement with the Tenant to occupy the Premises, that the use and purpose relating to the Premises shall also change, and will conform to the general office use of the Tenant, or of the new subtenant that the Tenant subleases the Premises to in the future, subject to the permitted use, as described above in this Section 4.

5. **LANDLORD'S SERVICES AND UTILITIES**

(a) The Landlord shall furnish, or cause to be furnished, to the Premises the utilities and services described below, Monday through Friday, from 7:00 am to 7:00 pm, and Saturdays, from 8:00 am to 2:00 pm (all except for county, state and federal holidays), subject to the conditions and standards set forth in this Lease. If the Tenant desires any of the Landlord's services for electrical and/or HVAC at any time other than normal business hours, the Tenant shall notify the Landlord on the business day preceding such extra usage, and such electrical and/or HVAC service shall be provided to the Tenant without any cost or charge imposed upon the Tenant, other than the separately metered electrical services for the Premises, which is paid for by the Tenant, directly to the utility provider. The parties hereby acknowledge and agree that the Landlord shall be permitted to install in the Premises programmable thermostats and/or electrical motion sensors that will turn off any unused lighting between the hours of 7:00 pm and 7:00 am, as an effort to save on energy costs. Further, notwithstanding the foregoing, the Landlord acknowledges and agrees that the Tenant, as well as its employees, agents, contractors and guests shall be permitted to gain access (entry) into the Building, with right of entry to the Premises, at any time, and on any day, without limitation, including holidays.

(b) Water. The Landlord shall ensure that any and all water that is used from water fountains and/or sinks in the Premises and the Building is potable (safe for drinking) and free of any type of contamination. The Landlord shall be solely responsible for all water usage, charges and fees for the Premises and the Building. Further, any and all water fountains and/or sinks in the

Premises shall be touchless, so that no one will be required to touch a faucet or handle to turn water on or off.

(c) Restrooms. The Landlord shall have or otherwise install, in each restroom within the Premises (and in the instance that the Tenant is located on a floor that is shared by other tenants in the Building) touchless sinks, touchless soap dispensers, touchless toilets, and touchless paper towel dispensers or air hand dryers.

(d) Electrical. The Landlord shall be responsible for all electricity and electrical lighting leading to the Premises during normal business hours (from Monday through Friday, from 7:00 am to 7:00 pm, and Saturdays, from 8:00 am to 2:00 pm). The Landlord is responsible for the repair and replacement of any and all fluorescent and incandescent lighting, which are located within the ceiling, or on the walls, of the Premises. The Tenant shall be responsible for the cost of any and all electrical usage in the Premises, which electrical usage is separately metered. The Tenant shall be responsible for establishing an account for electricity in its own name, and pay for such electrical usage directly to the utility provider.

(e) HVAC. The Landlord shall provide Tenant with access to the HVAC system during normal business hours (from Monday through Friday, from 7:00 am to 7:00 pm, and Saturdays, from 8:00 am to 2:00 pm). The HVAC system shall include ultraviolent lights near the coils of the HVAC system. Further, the Landlord shall utilize a minimum MERV 17 air filters, for the HVAC system. The parties agree to work cooperatively to design the HVAC system which will be a modification of the existing HVAC system, to address the spread of viruses, such as COVID-19. Landlord shall provide heating and air conditioning in season to both the Building, and the Premises, and at temperatures that are standard for comparable buildings in Miami-Dade County, or as are required by a governmental authority. Further, the Landlord hereby agrees to have the coils and vents of the HVAC system cleaned and examined on a regular basis, and no less than on a bi-annual basis.

(f) Indoor Air Quality. The Landlord shall install and maintain in the Premises five (5) air filtration/purification systems (four (4) on the Seventh Floor, and one (1) on the Sixth Floor). The air filtration/purification systems shall be the following: Brand: Air Quality Engineering – Model: XJ-2 Air Filtration System (Recirculating). Or, alternatively, the Brand: Diversified Air Systems – Maxflo-Tower (floor mounted ambient air cleaner, with HEPA filters, and silencer – up to Tower III). Additionally, after the Commencement Date, the Landlord, through a third-party vendor/company, shall conduct annual tests of the indoor air quality within the Premises in an effort to determine the quality of the air, including, but not limited to the level of any humidity, and the presence or level of any mold in the indoor air. Based upon the results of the annual tests, the Landlord shall provide a copy of the test results to the Tenant, and the Landlord shall have the sole responsibility to maintain and regulate the indoor air quality within the Premises. In the event that the Landlord, for any reason whatsoever, fails to follow the recommendation of the third-party vendor/company, or fails to immediately address or correct any concerns or issues found by any tests, then the Tenant shall have the right to perform any and all work to improve the indoor air quality in the Premises, and afterwards secure reimbursement of such cost and expenses (including labor and materials) from the Landlord. If the Landlord fails to reimburse the Tenant within sixty (60) days, then the Tenant shall have the right to reduce the amount of the Rent owed to the Landlord by the amount of the cost and expenses involved in improving the indoor air quality in the Premises. Further, the Landlord shall act to prevent the degradation of indoor air quality during the course of any of the Landlord's maintenance and/or repairs to the Premises that could allow off-gassing from embodied chemicals in construction materials, or equipment into spaces occupied by the Tenant. The Landlord and its selected/designated contractor will use only non-toxic paint or other surface coatings, and will cause the Premises to be continuously ventilated to prevent the build-up of chemical gases from construction materials, or other emissive materials during and maintenance and/or repair of the Premises.

(g) Sanitizing Stations. The Landlord agrees to install, and keep operational, a minimum of eight (8) touchless hand sanitizers in the hallways of the Premises (such as Purell 800), particularly near restrooms, elevators and stairwells, and as well as similarly situated in the other hallways of the Building, particularly on the lobby areas and the floors upon which the Tenant is located.

(h) Elevator Service. The Landlord shall have keycard (or key fob) operated elevators. The Landlord shall provide passenger elevator service to and from the Premises for the Tenant, and its employees, agents, contractors and guests, in common with the other tenants of the Building, on a twenty-four (24) hour, seven (7) days a week basis. At Tenant's election, the Tenant shall have the right to restrict access to any floor of the Building where the Tenant leases the entire floor, to keycard (or key fob) access only.

(i) Building Amenities. The Landlord shall have keycard (or key fob) operated doors, with automatic door operators that open upon presentation of the card or fob (for any and all doors leading from the lobby to the Premises). Further, as described above in Section 25 of the Basic Lease Provisions, the Landlord and Tenant hereby acknowledge and agree that the Tenant, and its employees shall have full and complete access to any and all amenities within the Building, at the same cost or expense as incurred by any other tenant (if any), which are provided to, or for, the general benefit of all, or the majority of, the tenants, including, but not limited to, any on-site fitness center, lounge and/or any type of outdoor meditation and/or comfort areas. Further, in the event of any pandemic, epidemic, or other outbreak of a disease, the Landlord shall perform a heightened schedule for cleaning and sanitizing all common areas of the Building, particularly all hallways, corridors, elevators and lobby areas. And the cleaning and sanitizing products shall meet or exceed all standards of the federal Environmental Protection Agency (EPA), as well as the Center for Disease Control (CDC) for killing viruses and bacteria.

(j) Security Service. The Landlord will provide security service for the Building and the Land. In addition, the Landlord will provide the Tenant with a current list of names and contact information to enable the Tenant to reach appropriate Building management personnel in the event of an emergency. In addition, the Landlord hereby acknowledges and agrees that the Tenant, at its sole cost and expense, may desire or elect to have additional security measures somewhere within the Building (outside of the Premises) in excess of such security services provided by the Landlord, and the Landlord hereby agrees that should the Tenant elect to utilize any type of additional security measures, outside of the Premises, including, but not limited to, the use of security guards, magnetometers, scanners, and/or cameras that the Landlord will not unreasonably withhold its approval of any such supplemental security services. Landlord and

Tenant acknowledge and agree that inside of the Premises, the Tenant does not need to secure the Landlord's approval to implement any type of security measure, including but not limited to adding security guards, cameras, and/or any type of other security device.

(k) Renovation. Every eight (8) years, the Landlord, on the anniversary of the Commencement Date, shall inquire with the Tenant about the need for any improvements and/or renovation to the Premises, and inspect the Premises with the Tenant. When necessary, at such intervals, as determined by the Tenant, the Landlord shall, at the Tenant's sole cost and expense, replace any air return grills in the ceiling, and replace as needed any worn, damaged, or unhygienic carpeting and/or ceiling or flooring tiles, which cannot be restored by cleaning, as determined by the Tenant. Upon the expiration of the tenth (10^{th}) year of this Lease, the Landlord, at its sole cost and expense, shall paint the Premises, with a color selected by the Tenant. And further, upon the renewal of this Lease (at the expiration of the twentieth (20^{th}) year of this Lease), the Landlord shall again paint the Premises, at its sole cost and expense.

6. **MAINTENANCE AND REPAIRS**

(a) Landlord's Duties. Notwithstanding any other provisions of this Lease, the Landlord shall repair and maintain the foundation, exterior walls, roof of the Building, and other structural portions of the Building, including, but not limited to, common areas of the Building, involving the mechanical, the elevator(s), plumbing, HVAC systems (including, but not limited to filters for HVAC), and electrical systems that are installed or furnished by the Landlord throughout the Building and the Premises, unless issues to the maintenance and repairs are caused by the gross negligence, or the intentional or willful act of the Tenant, its agents, vendors, employees, licensees, or invitees, in which case the Tenant shall pay the Landlord the cost of such maintenance and/or repairs, less the amount of any insurance proceeds received by the Landlord on account thereof. The Landlord shall be solely responsible for any and all damages and repairs caused by the Landlord, and/or its employees, agents and/or vendors. The Landlord shall maintain and keep in good order, condition, and repair the Building, including, but not limited to, the roof, foundations, walls, the curtain wall, including any and all glass connections, all exterior doors, exterior locks on exterior doors and windows, ballasts, plumbing, fixtures, the Building ventilation system, elevators, Building telephone systems, fire sprinkler system, fire extinguishers, fire alarm systems (excluding Tenant installed alarm and security systems), the lobby(ies), the corridors, any and all flooring, including any carpeting or tile repair or replacement, electrical closets, interior portions of the Building, both above and below grade which are not covered by this Lease, including being solely responsible for maintaining pest control, landscaping, walkways, pathways, sidewalks, and the parking garage area. The Landlord shall comply with any and all building and zoning codes, as applicable. The Landlord shall make any and all repairs within a reasonable period following receipt of notice of the need thereof from the Tenant. The Landlord shall also keep in good order, condition, and repair all Building equipment used by the Tenant in common with other tenants, and replace the same at the end of such equipment's normal and useful life. In the event that the Landlord fails to properly or timely maintain and repair the Building, the Premises, and/or the Land, the Tenant, unless otherwise described in this Lease, shall have the right, but shall not be required to do so, after sixty (60) days' written notice to the Landlord, to make any and all repairs to the Building, the Premises (to the extent of Landlord's obligation), and/or the Land, which the Tenant reasonably believes is necessary to timely and properly operate its business functions, and/or which present a reasonable concern for safety for the Tenant, or any of its agents, vendors, employees and/or guests, and the cost of such repairs, including materials, labor, and overhead, at Tenant's election may be invoiced to the Landlord, or such amount reduced from the Rent. Further, the Tenant shall have no liability to the Landlord for any damages; inconvenience or interference regarding the use or any damage to the Building, Premises and/or Land as a result of performing any such work. The Landlord shall be liable to Tenant for any injury or interference with Tenant's business arising from the failure of the Landlord to commence within forty-eight (48) hours, and to diligently and expeditiously pursue to completion any repairs, alterations, improvements in or to any portion of the Building, the Premises, and/or the Land.

(a.1) Notwithstanding the foregoing, the Landlord shall make any and all necessary repairs to the HVAC system for the Premises within twenty-four (24) hours upon receiving any notice or complaint from the Tenant. Landlord will provide temporary spot coolers within twenty-four (24) hours to the Tenant in the event of an HVAC outage. Should the Landlord fail to timely address the necessary repairs to the HVAC system within forty-eight (48) hours, the Tenant shall be authorized to do any of the following: (i) hire a third-party company to make the necessary repairs to the HVAC system, and reduce the Rent payment for the costs associated with such repair(s); (ii) utilize employees of the Tenant to repair the HVAC system, and reduce the Rent payment for the costs associated with such repair(s); and/or (iii) not occupy the Premises, and reduce the Rent by the number of days that the Premises was not utilized by the Tenant, in addition to reducing the Rent by any and all damages, such as, but not limited to, loss of business.

(a.2) Further, in an effort to elaborate and not minimize or limit the Landlord's responsibility to maintain the Premises, the Landlord is responsible to keep and maintain the Premises, including, but not limited to, non-structural interior portions; interior moldings, partitions and ceilings; interior electrical (including lighting fixtures and bulbs, which lighting fixtures are located in the ceiling, or on the walls, of the Premises); interior plumbing; replacement of carpeting; plate glass; doors; all Landlord installed systems and equipment; and pest control (noticeably, the maintenance, repair and/or replacement of the Tenant's furniture and equipment shall not be the Landlord's responsibility, unless such is damaged by the Landlord, or one of its employees, agents or vendors). In order to minimize any disruption to the Tenant's use of the Premises, the Landlord shall notify the Tenant at least forty-eight (48) hours in advance of any maintenance and/or repairs to be performed in the Premises, and/or which will affect the Premises (Tenant may elect to relocate its staff). Upon receiving the Landlord's notice of pending repairs and/or maintenance, the Tenant shall reasonably consent to such work, and the Landlord shall proceed to construct, improve, repair and/or complete any work that is necessary to properly maintain the Premises. Any and all repairs to the Premises shall, to the greatest extent possible, be performed during non-working hours, to further minimize the impact upon the Tenant, and its employees. Should any of the Premises be unusable to the Tenant, as a result of the Landlord's repairs, the Tenant shall be entitled to Rent abatement for the period of time such repairs are undertaken.

(b) <u>Tenant's Duties</u>. The Tenant, at Tenant's sole cost and expense, shall, except for services furnished or otherwise provided by the Landlord, maintain the Premises, and all trade fixtures, including any task lighting, furniture and equipment, contained therein ("within the four walls") in a safe, clean, and neat condition, and otherwise in good order and repair. The Tenant shall perform, or have performed, any and all janitorial cleaning and/or maintenance within the Premises, including the following: perform dusting, vacuuming, maintain (wash and clean) toilets, wash basins, kitchen facilities, and any cleaning. The Tenant shall be responsible for any and all restroom paper products. The Tenant shall store all trash and garbage within the area and in receptacles designated from time to time by the Landlord and pursuant to reasonable regulations established by the Landlord from time to time. Further, the Tenant shall pay for the cost of any repairs to the Premises, the Building, or the Land made necessary by any gross negligence or willful misconduct of the Tenant, or any of its agents, vendors, employees and/or guests. In the event that the Tenant fails to so maintain the Premises in good order, condition, and repair, the Landlord shall give the Tenant thirty (30) days' notice to do such acts as are reasonably required to properly maintain the Premises. In the event that the Tenant fails to commence such work within the thirty (30) day period, and diligently pursue it to completion, then the Landlord shall have the right, but shall not be required, to do such acts and expend such funds, at the expense of the Tenant, as are reasonably necessary to perform such maintenance and repairs. Landlord shall have no liability to Tenant for any damage, inconvenience or interference with the use of the Premises by Tenant as a result of performing any such work.

(c) Supplemental HVAC System. The Tenant acknowledges and agrees that whenever a special HVAC system is installed in all or part of the Premises, at the direction or benefit of the Tenant (note, not the HVAC system for the Premises, as mentioned above in Section 5), the Tenant shall have the sole responsibility to maintain such supplemental HVAC system at the Tenant's sole cost and expense. The Landlord and Tenant hereby agree that the Tenant is hereby authorized to have the supplemental HVAC unit serviced and maintained entering into a contract with a third-party agent or vendor of the Tenant, or by employees of an agency or department of the Tenant, which has the appropriate and experienced maintenance and service personnel for servicing such HVAC system and equipment. Any third-party contract shall be subject to the Landlord's prior approval, which approval will not be unreasonably withheld or delayed (the Landlord shall not require that a specific vendor or company be utilized). The Tenant shall maintain a copy of the manufacturer's warranty information.

7. LEASEHOLD IMPROVEMENTS

(a) The Landlord and Tenant hereby agree that at the Landlord's sole cost and expense, the Landlord shall undertake certain work in an effort to buildout the Premises, so that the Premises is delivered to the Tenant in a "turnkey" condition, allowing the Tenant to occupy and use the Premises without having to make any improvements to the Premises, including, but not limited to, the purchase and installation of certain furniture, and all as described and inventoried in both the schematic design, prepared by the Tenant's consultant, HNTB, and the furniture inventory, prepared by JC White Architectural Interior Products ("JC White"), together hereinafter described as the "Leasehold Improvements," which documents are attached hereto, and together marked as "Exhibit C", which is incorporated herein by this reference. It is agreed that construction of the Leasehold Improvements will be completed in accordance with the procedures set forth in the schematic design, and otherwise in accordance with this Lease, and all of the furniture that the Landlord shall purchase and install in the Premises, for the benefit of the Tenant, shall be described and otherwise included in the schematic design as well as in the furniture inventory, prepared by JC White. Further, the parties hereby acknowledge and agree that upon the purchase and installation of the furniture in the Premises, such furniture shall automatically become the sole personal property of the Tenant, without any requirement for the Tenant to pay, reimburse or compensate the Landlord for such furniture, unless the Tenant elects to terminate this Lease prior to the Termination Date.

(b) Tenant shall devote such time in consultation with Landlord or Landlord's agent as may be required to provide all necessary information to Landlord or Landlord's agent as Landlord deems necessary in order to enable Landlord to complete, and obtain Tenant's written approval of, the final layout, drawings, as well as, if necessary, plans and specifications and permit ready drawings (including, but not limited to, any necessary low-voltage permits) for the Premises. If Tenant fails to furnish any such information, or fails to cooperate with the Landlord to approve layout and/or drawings within seven (7) business days after written request, Landlord may seek not to be held to the one hundred eighty (180) day period for the required Substantial Completion of the Leasehold Improvements. Should the Landlord be required to secure any permits for the Leasehold Improvements, which are not currently contemplated by the parties, other than for low-voltage, the timeline for completion of the Leasehold Improvements will be extended to a date that is agreed upon by both parties, but no later than two hundred ten (210) days from the date that this Lease was executed by the County Mayor, after it was approved by the Miami-Dade County Board of County Commissioners.

(c) Leasehold Improvements. Landlord, at its sole cost and expense, shall fully buildout the Premises, to turnkey condition, including the purchase and installation of certain furniture, fixtures and/or equipment, and adjoining common areas in accordance with the schematic design and the furniture inventory, which are included in Exhibit C, and if necessary plans and specifications and permit ready drawings, along with the purchase and installation of any and all other agreed upon furniture, fixtures and equipment.

(a) As a part of Leasehold Improvements, the Landlord, at its sole cost and expense, shall construct or otherwise perform the necessary improvements within the Premises, which shall mean all of the improvements, upgrades and/or other work needed for the installation of the Leasehold Improvements (including, if necessary, plans and specifications and the permit ready set of drawings) for the Premises (subject to change orders or revisions to the plans or permitted drawings that may occur and are authorized by Landlord and Tenant), including but not limited to securing architectural and engineering plans and any other plans or drawings required therefor, as well as permit fees, professional fees, and expenses related to retaining a project manager, should the Landlord engage a project manager, and a permit expediter should Landlord deem necessary.

(b) Landlord agrees that, to the extent that it is necessary, the Landlord shall execute a construction contract for the Leasehold Improvements to the Premises with a contractor selected by the Landlord and disburse payment to the contractor, along with payment to the architect, engineer, materialmen, suppliers, as well as any and all other vendors for the Leasehold Improvements, as otherwise described within this Lease. Landlord will be solely responsible for funding all required architectural and engineering services that are necessary to design, permit, and construct and install the Leasehold Improvements and building standard specifications. In addition to such costs, the Landlord shall pay for any contractor, vendor, or other third-party fees or related costs, including any overrun costs, directly or indirectly, involved in, or otherwise connected with, the Leasehold Improvements. which shall be solely paid for by the Landlord.

(c) Notwithstanding the aforementioned, in addition to the foregoing cost pertaining to the Leasehold Improvements, the Landlord shall assume responsibility for the preparation of all related and/or connected elements or systems leading to and from the Premises including the structural, mechanical, electrical and plumbing for the Building and all common areas.

(d) Landlord shall designate an architect, that is reasonably acceptable to Tenant, to prepare, based on the schematic design, which has been provided to the Landlord and are part of Exhibit C, and if necessary, the plans and specifications, and any permit ready set of drawings, for the Premises. The cost to prepare plans and specifications, and permit ready set of drawings shall all be paid for by the Landlord.

(e) Landlord shall submit plans and specifications, and the permit ready set of drawings to Tenant for its written approval, and Tenant shall within seven (7) business days of receipt, review and confirm acceptance or otherwise request reasonable changes. Should the Landlord believe that any of the Tenant's suggested changes are problematic, too costly, or in violation of any laws, the Landlord shall notify the Tenant of such information, and the Tenant shall have an additional seven (7) business days to make any other changes. Should the Tenant disagree with any rejection made by the Landlord, the matter should be submitted to the Director of the Internal Services Department, who will be the final arbiter to render a determination, whose decision shall be final and non-appealable.

(f) Upon the Tenant's acceptance of any plans and specifications, and permit ready set of drawings, as evidenced by the Tenant's signature on such documents, the selected architect will finalize such documents.

(g) Based upon the final plans and specifications and the permit ready set of drawings, the architect and engineer shall prepare a final permit ready set of drawings, for submittal to the City of Miami, which cost shall be paid for by the Landlord.

(h) Landlord shall purchase the furniture described as part of the Leasehold Improvements, new, from JC White, and shall have such furniture delivered and installed in the Premises by the Commencement Date, in accordance with the schematic design found in Exhibit C.

(i) Landlord shall perform all of the Leasehold Improvements, in a good and workmanlike manner in compliance with all applicable laws, rules and codes, using the materials and specifications described in the permit ready set of plans approved for the Premises. Tenant shall have the right to make changes to the Leasehold Improvements by submitting to Landlord written requests for changes. Each such change must receive the prior written approval of Landlord, such approval not to be unreasonably withheld, conditioned or delayed. If Tenant shall request any change, addition or alteration in the working drawings, after approval by Landlord, Landlord shall have such working drawings prepared, and the time period for the Landlord to have the Premises ready for occupancy (within one hundred eighty (180) days from the execution of this Lease by the County Mayor, after it is approval of the Miami-Dade County Board of County Commissioners), shall be accordingly adjusted. However, the Landlord must first notify the Tenant in advance that any requested change will have an impact on the one hundred eighty (180) day timeline, and the Tenant must sign a statement clearly acknowledging that it requested the change despite the ultimate impact on the one hundred eighty (180) day timeline.

(j) Landlord shall not be entitled to receive from the Tenant any type of construction management fee or other compensation for the work associated with the Leasehold Improvements.

(k) Prior to the Commencement Date of the Lease, the Landlord shall provide the Tenant with any and all existing invoices, receipts, release of liens, and copies of cancelled checks, wire confirmation reports or ACH confirmation evidencing payments which have been made for the Leasehold Improvements, which costs are currently estimated to be Three Million Five Hundred Twenty-one Thousand ($3,521,000.00) Dollars. After the Commencement Date, the Landlord shall promptly provide the Tenant with any additional evidence of payments for such Leasehold Improvements, but only to the extent that such costs and expenses are associated with documents that were not in existence prior to the Commencement Date, but in any event such supplemental supporting documents shall be provided no later than six (6) months from the Commencement Date, and in no event shall the cost of the Leasehold Improvements exceed Three Million Seven Hundred Fifty Thousand ($3,750,000.00) Dollars.

8. **ALTERATIONS AND IMPROVEMENTS**

(a) The Tenant shall make no alterations, additions, and/or improvements to the Premises, or any portion thereof, without obtaining the prior written consent of the Landlord. The Tenant shall submit any such request to the Landlord at least thirty (30) days prior to the proposed commencement date of such work. Landlord may impose, as a condition to such consent, such requirements as the Landlord may deem necessary in its reasonable judgment, including the manner in which the work is performed, the times during which the work is to be accomplished, approval of all plans and specifications, and the procurement of all building permits and licenses. Further, the Landlord shall be entitled to post notices on and about the Premises with respect to the Landlord's non-liability for mechanics' liens in connection with alterations or improvements made by the Tenant, and Tenant shall not permit such notices to be defaced or removed. Tenant further agrees not to connect any apparatus, machinery, or device to the Building systems, including electric wires, water pipes, fire safety, and HVAC system, without the prior written consent of the Landlord.

(b) All alterations, improvements, and/or additions to the Premises shall be deemed a fixture, and thereby a part of the Building and property of the Landlord, and shall remain upon and be surrendered with the Premises as a part thereof without molestation, disturbance or injury at the end of the Term of this Lease, including the Renewal Term, whether by expiration or otherwise, unless the Landlord, by notice given to the Tenant, shall elect to have the Tenant remove all or any such alterations, additions, and/or improvements (excluding non-movable office walls), and in such event, the Tenant shall promptly, after the termination of this Lease, remove, at its sole cost and expense, such alterations, improvements, and/or additions, and restore the Premises to the condition in which the Premises was in prior to the making of the same, reasonable wear and tear excepted. Notwithstanding the foregoing, all moveable partitions, Information Technology (IT) communication cabling and wiring, telephones, and other machines and equipment which are installed in the Premises by or for the Tenant, and can be removed without structural damage to, or defacement of, the Building or the Premises, and all furniture, furnishing, equipment, and other articles of property owned by the Tenant, and located in or about the Premises (all of which are herein called the "Tenant's Property") shall be and remain the property of the Tenant, and may be removed by the Tenant at any time during the Term of this Lease, including the Renewal Term. However, if any of the Tenant's Property is removed, Tenant shall repair or pay the cost of repairing any damage to the Building, and/or the Premises, resulting from such removal. All additions, improvements, and/or alterations which are to be surrendered with the Premises shall be surrendered with the Premises, as a part thereof, without cost to, or compensation by, the Landlord, at the end of the Term of this Lease, including the Renewal Term, or the earlier termination thereof. Tenant may remain in the Premises up to thirty (30) days after the Termination Date, without the payment of Rent, for the sole purpose of removing Tenant's Property. If Tenant fails to remove any of Tenant's Property after vacating the Premises, beyond the aforementioned thirty (30) day period, without Landlord's consent, the Landlord, at Tenant's expense, may remove and either dispose of, or store, the Tenant's Property and perform any other required clean-up and/or repairs to the Premises. Tenant, within sixty (60) days after receipt of an invoice from the Landlord, shall reimburse the Landlord for the reasonable cost incurred by the Landlord for the removal, and disposal or storing of Tenant's Property, and the clean-up and/or repair of the Premises.

(c) If the Landlord permits persons hired, retained, or requested by the Tenant (other than employees of the Tenant) to perform any alterations, improvements, and/or additions to the Premises, then prior to the commencement of such work, the Tenant shall deliver to the Landlord sufficient proof evidencing the appropriate licenses, and insurance as reasonably required by the Landlord. Any and all such insurance shall name the Landlord as an additional insured, and shall provide that the same may not be cancelled or modified without thirty (30) days prior written notice to the Landlord.

(d) Tenant shall have the right, at its sole cost and expense, to install security measures somewhere within the Premises without the Landlord's consent (and additional security measures outside of the Premises, as discussed above in this Lease), including, but not limited to, security cameras, security guards, magnetometers, scanners, security and/or burglar alarm system(s), fire alarm, and/or other similar systems in or about the Premises, which systems are in addition to the Building's systems. Further, the Tenant shall also be permitted to install an antenna in the Premises and/or on the roof of the Building, to provide better cellular telephone reception primarily for the Tenant, and/or its employees. Plans regarding the installation of antennas outside of the Premises must be submitted to the Landlord for prior review and approval. In addition, Landlord hereby agrees that should the Tenant elect to utilize any type of additional security measures outside of the Premises, including, but not limited to, the use of security guards, magnetometers, scanners, and/or cameras that the Landlord will not unreasonably withhold its approval of any such supplemental security services.

9. **RIGHT OF QUIET ENJOYMENT**

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

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

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

10. **ASSIGNMENT AND SUBLETTING**

(a) The Tenant shall not permit any part of the Premises to be used or occupied by any person(s) other than the Tenant, and its employees, licensees, and invitees. Tenant shall not voluntarily, by operation of law, or otherwise, assign, sub-lease, transfer, or encumber this Lease, or any interest herein, or part with possession of all or any part of the Premises, without the Landlord's prior written consent, which shall not be unreasonably withheld; provided that the Tenant may, without Landlord's consent, assign or sub-lease the Premises to a different agency or department of the Tenant, and/or the State of Florida, including any agency or department thereof at any time, and from time to time, so long as Tenant is not in default under this Lease. Any assignment or sub-lease without the Landlord's prior written consent, as required herein, shall be void or voidable, at the Landlord's discretion, and may, at Landlord's election constitute a default hereunder, notwithstanding Landlord's acceptance of Rent payments from any purported assignee or sub-tenant. Any assignment or sublease shall be subject to the restrictions described in Section 4 above.

(b) In the event of any such assignment or subletting, the Tenant shall remain fully liable for the performance of all of the terms and conditions of this Lease, unless the Landlord, in writing, consents to the Tenant being released from any further liability or responsibility under this Lease.

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

(d) To the extent that the Landlord's consent is necessary, the Tenant shall provide the Landlord with the following: 1.) a copy of any proposed assignment or sublease of the Premises, 2.) the previous years' financial records of the prospective subtenant or assignee, and 3.) the proposed use of the Premises by the prospective subtenant or assignee. And all of which shall be delivered to the Landlord at least thirty (30) business days prior to the proposed effective date of the assignment or sublease. The Landlord shall approve or disapprove of the proposed assignment or sublease within ten (10) business days of receiving the proposed assignment or sublease. The failure of the Landlord to disapprove any proposed assignment or sublease with such ten (10) day period shall be deemed to be an approval by the Landlord of such proposed assignment or sublease.

(e) To the extent that the Tenant subleases or assigns this Lease to a non-governmental entity, the parties hereby acknowledge and agree that the subtenant or assignee shall secure sufficient insurance that will cover its leasehold interest in the Premises, as reasonably determined by the Landlord, and name the Landlord as an Additional Insured.

(f) Notwithstanding the foregoing the Landlord hereby acknowledges that the Tenant intends to sublease the Premises to the Office of the State Attorney, 11th Judicial Circuit and hereby consents to such sublease, a copy of which is attached hereto, marked "Exhibit E" and is incorporated herein by this reference. The Landlord has sole right to amounts paid in excess of Rent, excluding any commissions, fees or charges paid to the Tenant's Internal Services Department, or any other agency or department of the Tenant.

11. **LIENS**

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

12. **EMINENT DOMAIN**

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

(b) If a total taking of the Premises, the Building, or the Land occurs, or if a partial taking or the sale of the Building to a governmental authority, or the Land occurs, and it: (i) results in an inability of the Tenant to use the Premises for the Tenant's intended purpose, as determined by the Tenant; or (ii) renders the Building unviable or useless to Landlord or the Tenant, this Lease shall terminate, with such termination being made effective one hundred eighty (180) days after the Tenant receives notice of such taking, or when the taking occurs, whichever is sooner.

(c) All condemnation awards and similar payments shall be paid and belong to the Landlord, except any amounts otherwise described above in this Lease, in addition to any amounts awarded or paid specifically for Tenant's trade fixtures, loss of business, relocation costs, and other benefits that the Tenant is otherwise entitled to receive under the law. Nothing contained herein shall prevent or diminish the Tenant's right to deal on its own behalf with the condemning authority.

13. **ACCESS OR ENTRY BY LANDLORD**

(a) Upon twenty-four (24) hours prior written notice to Tenant (except in the event of an emergency), the Landlord or Landlord's employees, may enter the Premises at reasonable times for the purpose of inspecting, altering, improving, or repairing the Premises, or other portions of the Building, and for ascertaining compliance by Tenant with the provisions of this Lease. Landlord certifies that Landlord and Landlord's employees and/or agents have passed a Level 2 criminal background screening. Upon forty-eight (48) hours prior written notice to Tenant, contractors shall be granted access for the purposes listed above. During the course of any such inspection, the Landlord, and/or its employees, agents, and/or contractors shall be escorted by an employee of the Tenant throughout the Premises.

(b) Landlord may also show the Premises to renters, prospective purchasers, or lenders during regular business hours, and upon forty-eight (48) hours prior written notice to Tenant, provided that the Landlord shall not unreasonably interfere with the Tenant's business operations, or with Tenant's use and occupancy of the Premises. Landlord may show the Premises to prospective renters during the last four (4) months of the Term of this Lease, upon forty-eight (48) hours prior written notice to Tenant. During the course of any such showing of the Premises, the Landlord, the prospective renters, lenders, and/or purchasers shall be escorted by an employee of the Tenant throughout the Premises.

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

14. **SIGNAGE AND ADVERTISING**

(a) The Landlord and Tenant hereby acknowledge and agree that the Tenant shall be permitted to have its name and/or logo or emblem (or that of its Subtenant) in a prominent location at the top of the Building on the south side of the Building (facing the Miami River), at the sole cost and expense of the Landlord (the Landlord's cost and expense for such sign shall be limited to the initial cost and expense of manufacture and installation of the sign). The size, design and style of lettering, as well as the actual location of the signage, shall be determined and approved by the Tenant and Landlord. Further, the parties hereby acknowledge and agree that the signage shall be approximately 250 square feet for the sign, and the lettering shall be front lit (bulbs inside of the lettering). For purposes of an illustration as to where the signage shall be displayed on the top of the Building, the parties hereby acknowledge and agree that the depiction of the signage on the south side of the Building, as shown in Exhibit D, which is attached hereto and incorporated herein by this reference, is accurate.

(b) The Landlord and Tenant further agree that in addition to any other signage requested and secured by the Tenant, or otherwise provided for by the Landlord, the Tenant shall have signage on the First Floor lobby area of the Building; the Fifth Floor of the Building, inside the entrance to the office component of the Building, from the parking garage; and on the Sixth Floor, in or near the elevator lobby area. The initial cost of such signage shall be borne by the Landlord.

(c) All signs, symbols, and logos placed on the doors or windows or elsewhere about the Premises, which are visible from outside of the Premises, or upon any other part of the Building, including office building directories, shall be subject to the approval of the Landlord, which approval shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, the Landlord hereby acknowledges and agrees that the Tenant shall be permitted to have signage immediately outside of the Premises which shall inform visitors that no firearms, weapons or flammable products are permitted inside of the Premises.

(d) The Landlord and Tenant further agree that the Tenant shall be entitled to have its name displayed on any and all office Building directories, if any, and any multi-tenant outdoor monument sign, if any, at the Landlord's sole cost and expense; provided, however, in the event that the Tenant requests any changes to the initial display, the Tenant hereby agrees that any out-of-pocket costs incurred by the Landlord in connection with such changes shall be the responsibility of the Tenant, and shall be reimbursed by the Tenant within thirty (30) calendar days following receipt of an invoice and evidence of actual payment related thereto. Notwithstanding the foregoing, before the Landlord undertakes any effort to place the name of the Tenant anywhere on the Building, the Landlord shall first secure the Tenant's written authorization to do so.

(e) The Landlord hereby acknowledges and agrees that it shall not utilize the Tenant's presence in the Premises, the Building, or on the Land, without the Tenant prior written consent, which written consent must be obtained in each and every instance. The Landlord hereby acknowledges that the Tenant does not want its presence in the building to be widely known, unless the Tenant, at its election, agrees to have such advertisement, and therefore, the Landlord hereby agrees to not display or exhibit any type of logo, seal, emblem, symbol or sign of the Tenant, without first securing the written authorization of the Tenant.

15. **INSURANCE**

(a) Landlord's Insurance. The Landlord will, during the term of this Lease, at its sole cost and expense, carry fire, windstorm, hail, flood, and extended coverage insurance on the Leasehold Improvements of the Premises (not Tenant's personal property) and the Building, to the full replacement value for the portion of the Building the Tenant occupies. The Landlord will secure and maintain General Liability Insurance, for the Building and the Land, which insurance shall also cover the Landlord's acts within the Premises. Separately, the Landlord reserves the right to self-insure for any and/or all of the insurance the Landlord is required to maintain under this Lease, provided that if the Landlord, or its parent company, is less than investment grade, then the Tenant shall have the right to require the Landlord to provide sufficient evidence of available funding to pay for claims.

(b) Tenant's Insurance. The Tenant is self-insured. Further, the Landlord hereby acknowledges that the Subtenant, the Office of the State Attorney, 11th Judicial Circuit, is also self-insured.

16. **INDEMNIFICATION**

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

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

(c) The Tenant shall not be liable for any damage or injury which may be sustained by any party or person inside or outside of the Premises, in the Building, on the Land, or on or about the Project other than the damage or injury caused solely by the gross negligence of the Tenant, its officers, employees, vendors, or agents, subject to the limitations of Florida Statutes, Section 768.28. Further, in accordance with Florida Statutes, Section 768.28, the Tenant hereby agrees to indemnify and hold harmless the Landlord and its officers, employees, agents and instrumentalities from and against any and all liability, losses or damages, including attorneys' fees and cost 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 negligence of the Tenant or the negligence of its employees, agents and/or vendors or any matter that occurs within the Premises (unless caused by the negligence of the Landlord) up to the statutory limits found in Section 768.28, Florida Statutes, as such may be amended from time to time.

(d) The provisions of this section survive the termination or expiration of this Lease.

17. **HAZARDOUS MATERIALS**

(a) The Landlord represents and warrants to the Tenant that no Hazardous Materials, as defined below, have been located on the Premises, or have been released into the environment, or discharged, placed, or disposed of at, on, or under the Premises. The Landlord further represents and warrants that to the best of its knowledge, information, and belief, the Premises, the Building, and/or the Land have never been used as a dump for any Hazardous Materials, as defined below, and that at all prior uses of the Premises, the Building, and/or the Land have at all times complied with any and all statutes, laws, rules, and/or regulations pertaining to Hazardous Materials.

(b) The term "Hazardous Materials" shall mean any substance, material, waste, gas, or particulate matter, which at the time of the execution of this Lease or any time thereafter is regulated by any local governmental authority, the State of Florida, and/or the United States Government, including, but not limited to, any material or substance which is: (i) defined as a "hazardous material", "hazardous substance", "extremely hazardous waste", or "restricted hazardous waste" under any provision of the State of Florida and/or the United States Government; (ii) petroleum; (iii) asbestos; (iv) polychlorinated biphenyl; (v) radioactive material; (vi) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C., Section 1251, et seq. (33 U.S.C., Section 1371); (vii) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C., Section 6901 et seq. (42 U.S.C., Section 6903); (viii) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act 42 U.S.C., Section 9601 et seq. (42 U.S.C. Section 9601).

(c) The Landlord hereby indemnifies the Tenant from and against any matter related to the representation and covenant provided regarding Hazardous Materials.

(d) The provisions of this section survive the termination or expiration of this Lease.

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

(a) Tenantable within ninety (90) days.

If the Premises, or any major part thereof, or any appurtenance thereto, is so damaged by fire, water, wind, casualty or structural defects, such damage or defects not being the result of any act of negligence by Tenant, or by any of Tenant's employees, vendors, agents, contractors and/or guests, that the same cannot be used for Tenant's purposes, but such damage or destruction is minor, whereby such shall be completely repaired within ninety (90) days, as notified by the Landlord, within seven (7) business days of such damage, and if such damage does not render the Premises unusable for Tenant's purposes, then Tenant shall remain in the Premises, but have the right to have the Rent reduced in accordance with the size of the Premises that cannot be utilized by the Tenant during such ninety (90) day period. However, the Landlord's failure to timely repair the Premises shall result in an event of default. Further, in the event that such minor damage is sustained to any part of the Premises, meaning the Premises can, and will, be completely repaired within ninety (90) days, and if such damage does not render the Premises unusable for Tenant's purposes, Landlord shall promptly repair such damage within the ninety (90) day period at the cost of the Landlord. In making the repairs called for in this paragraph, Landlord shall not be liable for any delays resulting from force majeure. Tenant shall be relieved from paying Rent and other charges during any portion of the Term that the Premises is uninhabitable, inoperable, or otherwise unfit for occupancy, or use. Rent payments and other charges paid in advance for any such periods shall be credited on the next ensuing payments, if any, but if no further payments are to be made, and any remaining advance payments shall be refunded to Tenant. The provisions of this paragraph extend not only to the matters aforesaid, but also to any occurrence which is beyond Tenant's reasonable control and which renders the Premises, or any appurtenance thereto, uninhabitable, inoperable or otherwise unfit for occupancy or use.

(b) Not Tenantable within ninety (90) days.

If the Premises, or any part thereof, or any appurtenance thereto, is so damaged by fire, water, wind, casualty or structural defects and renders the whole or any material part of the Premises untenantable and the Landlord determines that it cannot make the Premises tenantable within ninety (90) days after the casualty, then the Landlord will so notify the Tenant within thirty (30) days after the date of casualty and in such notice, the Landlord shall, with the prior cooperation of the Tenant, provide the Tenant with an alternative location for the Tenant to operate its business from, and shall inform the Tenant how and when it will relocate the Tenant to the temporary location (which location must be within a 2 mile radius (which shall be deemed to include Downtown Miami) of the Project). The Landlord shall be fully responsible for the cost of relocation, including the moves to and from the temporary location, as well as the rent and associated cost for the temporary location. The relocation to the temporary location shall occur within fifteen (15) calendar days from the date of the notice to the Tenant. Should the Landlord fail to identify, or otherwise fail to provide for a temporary location for the Tenant, the Tenant may elect to terminate this Lease. The Tenant may elect to terminate this Lease by notifying the Landlord of its election after the date of the Landlord's notice, which termination will be within sixty (60) days of Tenant's notice. Further, if after one (1) calendar year from the date of the Tenant's move to the temporary location the Landlord has either failed to repair or restore the Premises, allowing the Tenant to return to the Premises, or otherwise failed to move the Tenant back to the Premises, the Tenant shall have the option to then terminate this Lease.

(c) Landlord's duty to repair Premises.

If this Lease is not terminated under Section 18(b) above, following a fire, water, wind, structural defect or other casualty, then the Landlord shall repair and restore the Premises and the office component of the Building to as near their condition prior to the casualty event, as reasonably possible, with commercially diligent speed, and during such period of repair the Tenant shall be relieved from paying Rent and other charges during any portion of the Term that the Premises is uninhabitable, inoperable, or otherwise unfit for occupancy, or use. Rent payments and other charges paid in advance for any such periods shall be credited on the next ensuing payments, if any, but if no further payments are to be made, and any remaining advance payments shall be refunded to Tenant.

19. **TENANT'S DEFAULT AND REMEDIES**

(a) It shall be an "Event of Default" if: (i) Tenant fails to pay Rent, or any other charges, when such payment by Tenant is due hereunder, and such failure continues for thirty (30) calendar business days after receipt of written notice thereof was made to Tenant by the Landlord (with the exception for any payment due in October, as described above in Article 3, Rent); (ii) Tenant violates or fails to perform any of the other conditions, covenants, or agreements under this Lease, and such violation or failure continues for a period of thirty (30) calendar days after written notice thereof to Tenant by Landlord, or if such default cannot be cured within such thirty (30) day period, then if the Tenant commences to cure the default within the thirty (30) day period, but fails to proceed diligently and fully cure the default within one hundred twenty (120) days; (iii) Tenant makes a general assignment for the benefit of creditors, or files a petition for bankruptcy, or other reorganization, liquidation, dissolution, or similar relief; (iv) a proceeding is filed against the Tenant seeking bankruptcy, reorganization, liquidation, dissolution, or similar relief, which would have a direct impact upon this Lease, and which is not dismissed within one hundred twenty (120) calendar days; (v) a trustee, receiver, or liquidator is appointed by a court of competent jurisdiction, for the Tenant, or a substantial part of its property and/or assets; (vi) Tenant's interest under this Lease is taken upon execution or by other process of law directed against the Tenant; (vii) Tenant mortgages, assigns (except as expressly permitted in this Lease), or otherwise encumbers Tenant's interest under this Lease.

(b) In the Event of Default by the Tenant the Landlord may take any one or more of the following actions: (1) In the event that the Tenant has failed to pay its Rent beyond any sixty (60) day period, the Landlord shall have the right to bring an action to recover any unpaid Rent (but not seek to accelerate any rent payments) and/or impose interest on any unpaid Rent, which interest shall be at the rate of six (6%) percent per annum; and/or (2) Seek termination of this Lease by judicial action and then secure possession of the Premises by a court ordered eviction; and/or (3) Perform the acts on behalf of the Tenant, as required under this Lease, and the Tenant shall reimburse the Landlord for such costs and expenses related to the Landlord's work in effecting compliance of the Tenant's obligations. The Landlord and Tenant agree that under no circumstances shall the Landlord have the right to accelerate the entire amount of the Rent due under this Lease and/or to undertake any type of "self-help" measures to evict the Tenant from the Premises.

20. **<u>LANDLORD'S DEFAULT AND REMEDIES</u>**

(a) Except as otherwise specified in this Lease, if the Landlord defaults in the performance of any term, condition, and/or covenant hereof, and such default continues for thirty (30) days after receipt of written notice from the Tenant, or if the default cannot be reasonably cured within thirty (30) days then for a reasonable period of time thereafter up to a maximum of ninety (90) days (subject to force majeure), then the Tenant may, at its option, but subject to the other terms, condition, and covenants of this Lease, if such default materially and adversely impacts the Tenant's use and enjoyment of the Premises, terminate this Lease upon thirty (30) days prior written notice to the Landlord (unless the Landlord shall have cured the event of default within such thirty (30) day period). Further, Tenant also reserves the right, at its option, to cure any of the Landlord's defaults, after written notice to the Landlord, and the Landlord shall immediately (within thirty (30) calendar days) reimburse the Tenant for all costs and expenses, including, but not limited to labor and materials, or alternatively, the Tenant, at the Tenant's election, shall be permitted to deduct the amount for such work from the Rent.

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

21. **<u>ATTORNEYS' FEES</u>**

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

22. **EARLY TERMINATION**

As referenced in Section 17 of the Basic Lease Provisions, and separate and apart from any other rights granted to the Tenant to terminate this Lease, the Tenant shall have the right at the end of the tenth (10) year of this Lease and again at the end of the fifteenth (15th) year of this Lease, without cause, to terminate this Lease by giving the Landlord no less than twelve (12) months' advanced written notice of such termination ("Termination Notice") (meaning, by way of example, to terminate this Lease at the end of the tenth (10th) year of this Lease, Tenant must notify the Landlord of its intent to terminate by not later than the end of the ninth (9th) year of this Lease, which termination would become effective at the end of the tenth (10th) year; and to terminate this Lease at the end of the fifteenth (15th) year of this Lease, the Tenant must notify the Landlord of its intent to terminate by not later than the end of the fourteenth (14th) year of this Lease, which termination would become effective at the end of the fifteenth (15th) year). Upon such termination, this Lease shall end as though the termination date were the date originally fixed as the end of the Term of this Lease (the "Early Termination Date"). If Tenant exercises its right to terminate this Lease early, effective as of the end of the tenth (10th) year of this Lease, or the end of the fifteenth (15th) year of this Lease, as applicable, the Tenant will be responsible for reimbursing Landlord for the remaining unamortized portion of the Leasehold Improvements, paid for by the Landlord, with all such costs and expenses being amortized on a straight-line basis, for twenty (20) years (hereinafter "Termination Payment"), which such costs are currently estimated to be Three Million Five Hundred Twenty-one Thousand ($3,521,000) Dollars, so long as the Landlord had provided to the Tenant, in accordance with this Lease, with a copy of any and all invoices, receipts, release of liens, and copies of cancelled checks, wire confirmation or ACH confirmation evidencing payment for such Leasehold Improvements. With respect to the Termination Payment, the parties acknowledge and agree that: (i) there is a limit or cap on the amount that can be expended by the Landlord for the Leasehold Improvements, which the Tenant shall be required to reimburse the Landlord for in the amount of Three Million Seven Hundred Fifty Thousand ($3,750,000) Dollars, and although the Landlord is not prohibited from expending more than Three Million Seven Hundred Fifty ($3,750,000) Dollars for the Leasehold Improvements, the Tenant shall not be required or permitted to reimburse the Landlord for such additional expenditures; (ii) the Tenant shall only be obligated to make a Termination Payment up to the amount that the Landlord has substantiated by providing timely documentation, as further set forth in Section 7(k) above; and (iii) the Landlord's purchase of the low-speed vehicle (as referenced in paragraph 23 of the Basic Lease Provisions and in other locations of this Lease) shall not be included in the calculation of the value of the Leasehold Improvements, as it was negotiated and agreed upon between the Landlord and the Subtenant, the Office of the State Attorney, 11th Judicial Circuit, based upon a separate set of circumstances. If the Tenant: (1) delivers its Termination Notice at least one (1) year prior to the proposed date of termination; (ii) pays the Termination Payment (on or prior to the Early Termination Date); (iii) timely pays all Rent due up to, and including, the Early Termination Date; (iv) surrenders possession of the Premises on or before the Early Termination Date in the condition required by this Lease; and (v) is not otherwise in default of its obligations under this Lease, then this Lease shall be deemed terminated as of the Early Termination Date and neither party shall have any further obligation to the other, except for any obligations that expressly survive the termination or expiration of this Lease.

23. **MOST FAVORED NATION CLAUSE**

Landlord warrants that to date no office leases in the Office Section of the Building, which is defined as, and consist of, floors 5 through 7 of the office component of the Building, have been entered into between the Landlord and any other tenant.

Landlord and Tenant agree that in the initial office lease up of the Office Section (i.e. the first time a tenant occupies office space in the Office Section of the Building for a initial term of at least 5 years) if the Landlord enters into any new lease of office space in the Office Section for a significant area (sufficient enough to enable an appraiser to use such Lease as a reliable comparable) and a term sufficient enough to enable an appraiser to use such Lease as a reliable comparable and the net effective rent charged by the Landlord to such other tenant, having regard to all matters contained in this Lease, including without limitation this section 23, the Tenant’s early termination rights, the rent free period, the full service nature of this Lease, the abated and reduced parking, the building signage, the cost of the Leasehold Improvements, the payment and installation of furniture and the other obligations of the Landlord under this Lease, including without limitation, the full service nature of this Lease, inclusive of utility costs, maintenance and repairs, renovation and insurance obligations, abated and reduced parking, building signage, is less than the Tenant’s net effective rent payable by Tenant under this Lease by more than five (5%) percent, then the Tenant's rent shall be automatically adjusted accordingly to the lower amount. Further, the Landlord agrees to provide to the Tenant, without any request or demand by the Tenant, and within ten (10) calendar days of execution of any lease agreement, with respect to the initial lease up of the Office Section, all of the relevant provisions of such lease agreements, including, but not limited to, the payment of rent and expenses during the term of such lease agreements.

In the event that Landlord and Tenant cannot agree as to whether a rent reduction is triggered under this section, then an independent appraiser, mutually selected by Landlord and Tenant, shall determine the following: 1) whether the leases are comparable, and 2) whether the net effective rent of this Lease exceeds the net effective rent of the comparable lease. If the parties cannot agree on a mutually acceptable appraiser, then Landlord and Tenant shall each select an M.A.I. appraiser, who shall then mutually agree on a third appraiser with an M.A.I. certification, whose opinion will be binding on Landlord and Tenant. Landlord and Tenant shall be responsible for the appraisers they selected and jointly agree to equally share in payment of the appraisal fees for the appraiser that they mutually agree upon hiring for this matter.

24. **CONDITION OF PREMISES AT TERMINATION**

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

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

(c) No act by Landlord shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept a surrender of the Premises shall be valid unless it is in writing and signed by the Landlord. At the expiration or termination of this Lease, the Tenant shall deliver to the Landlord the Premises with all improvements located therein in good repair and condition, broom-clean, reasonable wear and tear (and condemnation and Casualty damage not caused by Tenant) excepted, and shall deliver to the Landlord all keys to the Premises. Provided that Tenant has performed all of its obligations hereunder, Tenant may remove all unattached trade fixtures, furniture, and personal property placed in the Premises or elsewhere in the Building by the Tenant (but Tenant may not remove any wiring or cabling unless Landlord requires such removal). Additionally, at Landlord's option, Tenant shall remove such alterations, additions, improvements, trade fixtures, personal property, equipment, wiring, conduits, cabling, and furniture as Landlord may request; however, Tenant shall not be required to remove any addition or improvement to the Premises or the Building if Landlord has specifically agreed in writing that the improvement or addition in question need not be removed. Tenant shall repair all damage caused by such removal. All items not so removed shall, after thirty (30) calendar days, be deemed to have been abandoned by Tenant and may be appropriated, sold, stored, destroyed, or otherwise disposed of by Landlord, so long as prior written notice was delivered to the Tenant, without any obligation to account for such items. The provisions of this Section shall survive the Termination Date.

25. **NOTICES**

All notices by the Landlord or the Tenant, to the other party, shall be delivered by either hand delivery, or by a nationally recognized courier, such as FedEx, or DHL, or by email, so long as the recipient has acknowledged receipt of such email message, or by the United States Postal Service, sent certified or registered mail, return receipt requested, postage paid, and addressed to the party as follows:

To Tenant: Internal Services Department
111 N.W. First Street, Suite 2460
Miami, Florida 33128
Attention: Director

with a copy to: County Attorney's Office
111 N.W. First Street, 28th Floor
Miami, Florida 33128

with a copy to: State of Florida through the State Attorney
11th Judicial Circuit
1350 N.W. 12 Avenue
Miami, Florida 33136
Attention: Executive Director

To Landlord: RL Miami
c/o H&R REIT
3625 Dufferin Street, Suite 500
Toronto, Ontario M3K 1N4 CA
Attention: Robyn Kestenberg /Legal Department

with a copy to: RL Miami L.P.
283 Catalonia Avenue, Suite 100
Miami, Florida 33134
Attention: Andrew Hellinger

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

26. MIAMI-DADE COUNTY'S RIGHTS AS SOVEREIGN

The Tenant retains all its sovereign prerogatives and rights as a county under state and local law with respect to the planning, design, construction, development and operation of the Project, and/or any portion thereof, including, but not limited to the Building. It is expressly understood that notwithstanding any provisions of this Lease and the Tenant's status thereunder:

(a) The Tenant retains all of its sovereign prerogatives and rights and regulatory authority (quasi-judicial or otherwise) as a county under state and local law and shall in no way be estopped from withholding or refusing to issue any approvals or applications for building, zoning, planning or development under present or future laws and ordinances for whatever nature applicable to the planning, design, construction and development of the Project, or any portion thereof, or the operation thereof, or be liable for the same; provided, without diminishing the foregoing, that the

Tenant (in its capacity as a tenant) agrees to reasonably cooperate with the Landlord in the Landlord's efforts to expedite permits and entitlements, and in the Tenant's effort to seek waiver fees where possible, and

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

(c) No Liability for Exercise of Police Power

Notwithstanding and prevailing over any contrary provision in this Lease, any covenant or obligation that may be contained in this Lease shall not bind the Board of County Commissioners, Miami-Dade County's Regulatory and Economic Resources Department, the Division of Environmental Resources Management, or any other county, city, federal, or state department or authority, committee or agency to grant or leave in effect any zoning matters, zoning changes, variances, permits, licenses, waivers, contract amendments, or any other approvals that may be granted, withheld, or revoked in the discretion of Miami-Dade County or any other applicable governmental agencies in the exercise of its/their police power(s). Without limiting the foregoing, the parties recognize that the approval of any building permit and/or other permit or license may require the Tenant to exercise its quasi-judicial or police powers. Notwithstanding any other provision found in this Lease, the Tenant 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 Tenant's obligation to use reasonable good faith efforts relating to this Lease, shall not extend to any exercise of quasi-judicial or police powers, and shall be solely limited to ministerial actions, including the timely acceptance and processing of requests or inquiries by the Landlord, as authorized by this Lease. Moreover, in no event shall a failure of the Tenant to adopt or approve any of the Landlord's requests or applications for any type of permit, license, zoning or any other type of matter requiring governmental approval or waiver be construed to be a breach, default or delay of this Lease, or any of the terms under this Lease.

27. LANDLORD'S REPRESENTATIONS AND COVENANTS

Landlord hereby represents and covenants to Tenant that:

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

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

(c) Landlord will keep the Premises, and the Building, free and clear of any and all liens on account of any construction, repair, alternation, improvements and/or taxes. Landlord shall keep any and all mortgage payments current and in good standing.

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

(e) Landlord represents that the flooring within the Premises, in the area(s) described, or otherwise illustrated in the schematic design is sufficiently reinforced to hold and otherwise support the storage of files and a substantial amount of recordkeeping, as specifically contemplated and described in the schematic design (see Exhibit C).

(f) Notwithstanding anything in this Lease to the contrary, as between Landlord and Tenant, the Landlord and Tenant agree that the Landlord shall bear the risk of complying with the Americans With Disabilities Act of 1990, along with any and all related state laws governing disability access or architectural barriers, and all rules, regulations, and guidelines promulgated under such laws, as amended from time to time relating to the Premises and the Building. Landlord hereby represents and covenants that the Premises now conforms to, or that prior to Tenant's occupancy in the Premises, that the Premises shall, at the Landlord's sole cost and expense, be brought into conformance with the requirements of Section 553.501, et seq., Florida Statutes, regarding "Florida Americans with Disabilities Accessibility Implementation Act," providing requirements for people who are physically disabled.

(g) Landlord hereby grants the Tenant the non-exclusive right, in common with the other tenants in the Building, any and all necessary ingress/egress, access, parking, and for driveway purposes, to gain entry to and from the Building and/or to the Premises.

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

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

28. **<u>TENANT'S REPRESENTATIONS AND COVENANTS</u>**

Tenant hereby represents and covenants to the Landlord the following:

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

29. **FORCE MAJEURE**

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

30. **RADON GAS DISCLOSURE**

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

31. **BUILDING RULES AND REGULATIONS**

The Landlord and Tenant hereby acknowledge and agree that the Landlord has certain Building Rules and Regulations, which are not unique to the Tenant, which the Tenant has agreed to follow and otherwise comply with during the Term of this Lease, which Building Rules and Regulations are attached hereto and marked "Exhibit F". Further, the Tenant will comply with any future rules of the Building adopted and altered by the Landlord, from time to time, and will cause all of its agents, employees, invitees and visitors to do so; and all changes to such rules will be sent by Landlord to Tenant in writing at least thirty (30) days before implementation of such rules. Notwithstanding the foregoing, should any of the rules for the Building conflict with the terms and conditions of this Lease, then this Lease shall control.

32. **LOW-SPEED VEHICLE**

(a) As briefly referenced above in Section 23 of the Basic Lease Provisions, the Landlord agrees to purchase a new 6-passenger, forward facing, low-speed vehicle, for the Subtenant, on or before the Commencement Date. The low-speed vehicle shall be selected by the Subtenant, with the cooperation of the Landlord, and shall be capable of being driven in the streets of the City of Miami (i.e., street legal). Such low-speed vehicle shall be delivered to the Subtenant, and shall automatically become the personal property of the Subtenant, and not the Tenant, without any cost, payment or remuneration to the Landlord. Neither Landlord nor Tenant shall have responsibility or liability for the low-speed vehicle. The color, type and model of the low-speed vehicle shall be selected by the Subtenant, and the addition of any signage on the low-speed vehicle, shall be at the sole and absolute discretion of the Subtenant. The Landlord shall provide the Tenant with the actual sales receipt (bill of sale) for the low-speed vehicle, along with the manufacturer's owner's/operator's guide, and any warranty information. The Landlord shall purchase, for the benefit of the Subtenant, an extended manufacturer's warranty for the low-speed vehicle, which extended warranty will begin upon the expiration of the original manufacturer's warranty. The Landlord will also install appropriate signage for the parking stall indicated that the space is intended for the low-speed vehicle, and the Landlord will install the appropriate electrical outlet/service on the wall of, or otherwise adjacent to, the parking stall for the low-speed vehicle, so that the low-speed vehicle can be regularly charged without the need or use of an electrical extension cord. The Tenant shall be permitted to store and/or otherwise park the low-speed vehicle in the parking garage of the Building, at no cost, without the parking space being considered as one (1) of the one hundred (100) parking spaces reserved for the Tenant. Further, the Landlord shall have no responsibility nor any liability connected to the use and operation of the low-speed vehicle.

(b) The Landlord and Tenant agree that the low-speed vehicle must meet all of the United States federal safety standards, and any applicable state, county, and municipal requirements to operate on the streets of the City of Miami.

33. **SMOKE FREE ENVIRONMENT**

The Landlord and Tenant hereby acknowledge and agree that no smoking or consumption of any tobacco products, including vapor pipes, shall be permitted in the Premises. Smoking is also prohibited in the enclosed common areas of the Building including, but not limited to, enclosed hallways, lavatories, lobbies and stairways, except only as to any area that Landlord may designate outside the Building, as a specific smoking area for tenants of the Building. Tenant shall be responsible for complying with and observing all laws, rules and regulations pertaining to smoking prohibitions within the Premises as to Tenant, its employees, vendor, agents, and guests.

34. **AUDIT AND INSPECTOR GENERAL**

The Landlord and Tenant hereby acknowledge and agree that the Tenant shall have the right to audit the books and records of the Landlord, specifically regarding the costs and expenses associated with the Leasehold Improvements. Beyond the supporting documentation which must be provided to the Tenant, as required by this Lease, the Tenant shall be permitted to examine any and all documents and records pertaining to the Leasehold Improvements, in an effort to make certain that any and all charges, claims, invoices, cancelled checks, and other records verify or otherwise provide support for the reimbursement of such expenses by the Tenant. The Tenant's right to audit the Landlord's books and records shall exist beginning on the Commencement Date and shall conclude five (5) years after the Termination Date. As part of the Tenant's right to audit the books and records of the Landlord, the Landlord shall maintain its books and records in Miami-Dade County, and the Tenant, upon seven (7) days written notice to the Landlord, shall be permitted to examine such books and records at the Landlord's offices, at the offices of the Tenant, or at some other agreed upon location within Miami-Dade County. Should the Tenant determine that the Landlord incorrectly billed or invoiced the Tenant, the Tenant shall be entitled to not only a reimbursement of the overcharge, but in addition, an amount representing an additional twenty (20%) percent, plus the cost of any hired or retained accountant or consultant utilized to audit the Landlord's books and records.

Further, notwithstanding the foregoing, the Landlord acknowledges and agrees that this Lease may be subject to routine or regular audit by the Inspector General, and the Landlord agrees to make available its books and records for any and all expenditures that were made in favor of the Tenant or for the Premises, at the request of the Tenant, at any time, upon seven (7) days written notice to the Landlord. Such audit by the Inspector General shall be performed by Inspector General, or its agent, at a location convenient to the Inspector General, within Miami-Dade County.

35. **<u>SECURITY EQUIPMENT</u>**

The Landlord hereby agrees to purchase for the benefit of the Tenant certain security equipment, new, for the Tenant to utilize in the Premises. Such security equipment shall consist of: 1.) Garrett Magna Scanner MZ 6100 walkthrough metal detector; 2.) Smiths Detection HI-SCAN 6040C - X-ray baggage package scanner, with LCD monitor; and 3.) Thermal camera (TCI-B13F15). The foregoing security equipment shall be delivered to the Tenant on the Commencement Date of this Lease, and shall automatically become the personal property of the Tenant, without any cost, payment or remuneration to the Landlord, except that should the Tenant elect to terminate this Lease prior to the Termination Date, then such security equipment shall be deemed to be included in the cost of the Leasehold Improvements and the Tenant shall be responsible for reimbursing the Landlord for the unamortized cost of such security equipment in accordance with section 22 herein.

36. **<u>MISCELLANEOUS</u>**

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

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

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

D.) <u>Prohibited Persons and Transactions</u>. Both the Landlord and Tenant each represent and warrant that neither of them, nor any of their affiliates, and none of their respective employees, officers, representatives or agents, is, nor will they become, a person or entity with whom United States persons or entities are restricted from doing business with under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action, and the Landlord and Tenant, each, independently, agree that they have not, and will not, transfer this Lease to, or will contract with or otherwise engage in any dealings or transactions or be otherwise associated with such persons or entities with whom United States persons or entities are restricted from doing business with under regulations of the OFAC.

E.) Recording. The parties acknowledge and agree that the Tenant will file a copy of this Lease with the Clerk of the Board of County Commissioners.

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

G.) Entire Agreement. The Basic Lease Provisions, as well as any and all exhibits, addenda and schedules attached to this Lease are incorporated into this Lease, as though fully set forth in this Lease, and together with this Lease contain the entire agreement between the parties with respect to the Leasehold Improvements and the Tenant's leasehold interest in the Premises. It is expressly understood and agreed that this Lease contains all of the terms, covenants, conditions, and agreements between the parties hereto relating to the subject matter of this Lease, and that no prior agreements, contracts, or understandings, either oral or written, pertaining to the same shall be valid or of any force and/or effect. This Lease contains the entire agreement between the parties hereto, and shall not be amended, modified, or changed in any manner except by a written instrument, which is approved by the Miami-Dade County Board of County Commissioners, and signed by the County Mayor, or the County Mayor's designee.

H.) Performance. As otherwise described in this Lease, if there is a default with respect to any of the Landlord's covenants, warranties, obligations, or representations under this Lease, and if the default continues more than thirty (30) days after notice in writing from Tenant to Landlord specifying the default, Tenant may, at its option and without affecting any other remedy hereunder, cure such default and deduct the cost thereof from the next accruing installment or installments of Rent payable hereunder until Tenant shall have been fully reimbursed for such expenditures, together with interest thereon at a rate equal to six (6%) percent per annum. If this Lease terminates prior to Tenant's receiving full reimbursement, Landlord shall pay the un-reimbursed balance plus accrued interest to Tenant on demand.

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

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

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

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

M.) Subordination. This Lease is and shall be subject and subordinate in all respects to any and all mortgages and deeds of trusts, now or hereafter placed on the Building, the Land, and/or the Premises, and to all renewals, modifications, and extensions thereof.

N.) Tenant's Attornment. In the event of any proceedings brought for the enforcement of any mortgage or superior lease, Tenant shall, upon demand by the mortgagee or superior lessor, attorn to and recognize such mortgagee or lessor as Landlord under this Lease and shall promptly execute and deliver any instrument that such party may reasonably request to evidence such attornment. Tenant shall also execute such an agreement in the event Landlord elects to obtain financing or refinancing with respect to the Building and an attornment agreement is required by Landlord's lender. Tenant agrees that the institution of any suit, cause of action or other legal proceeding by any mortgagee or lessor of the Building pursuant to the powers granted under any mortgage shall not, by operation of law or otherwise, result in the cancellation or termination of this Lease or the obligations of Tenant hereunder. In the event of a sale or assignment of Landlord's interest under this Lease or in the Premises, Tenant shall attorn to and recognize such purchaser or assignee as Landlord under this Lease without further act by Landlord or such purchaser or assignee.

O.) Estoppel Certificate. Both the Landlord and Tenant agree that within thirty (30) days after request therefor from the Landlord, the Tenant agrees to execute and deliver to Landlord, or to such other addressee, or addressees as Landlord may designate (and any such addressee may rely thereon), a statement in writing certifying (if true) that the Lease is in full force and effect and unmodified or describing any modifications; that Tenant has accepted and is occupying the Premises; that Landlord has performed all of its obligations under this Lease arising prior to the date of the estoppel certificate; that there are no defenses or offsets against the enforcement of this Lease or stating with particularity those claimed by the Tenant; stating the date to which Rent has been paid; and making such other true representations as may be reasonably requested by Landlord.

P.) Employment Reporting. Tenant agrees to require the Subtenant to provide the Landlord, for a ten (10) year period beginning on the Commencement Date of this Lease, with the following information for new employees: 1) the date the new employees are hired; 2) the title of the new positions; and 3) the salary for the new positions.

Q.) Tax Credits. Both parties acknowledge and agree that the Landlord shall be entitled to one hundred (100%) percent of any tax credits relating to business equipment, sales tax refunds or building materials purchased by Landlord or Landlord's contractors for the Building, any improvements that the Landlord made within the Premises (or relating thereto or required for Tenant's operation in the Premises) purchased or paid for by Landlord under this Lease or for any services provided by Landlord under this Lease, and to all other incentives and credits that the Landlord is entitled to receive, including without limitation new job credits, to the extent available to Landlord. Notwithstanding the foregoing, any tax benefits arising from the construction or the Landlord Improvements made to the Premises, which are actually paid for by Landlord, shall be exclusively that of Landlord (and Tenant shall have no claim thereto). Tenant acknowledges that Landlord is entitled to file for any other tax incentives available solely to the Landlord, for the Premises and/or the Building, and Tenant shall have no claim thereto. Tenant shall provide Landlord with such forms as Landlord shall be required to file to establish the "passing" or "authorization" of such tax benefit to the Landlord. The parties shall cooperate with each other in providing any reasonable data/information necessary (and which data/information is kept in the ordinary work of its business, but no personal information or information relating to operation of the Tenant or the State Attorney's Office, including, but not limited to any pending, open or closed case files.

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

S.) No Offer. The submission of this Lease to either the Landlord or the Tenant shall not be construed as an offer, and the Tenant shall not have any rights under this Lease unless and until the Landlord executes this Lease and delivers it to the Tenant.

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

U.) Confidentiality and Public Records Act. Landlord acknowledges that Tenant is a governmental entity that is subject to, and must comply with, the Florida Public Records Act (Chapter 119, Florida Statutes). To the extent that the Landlord receives a public records request to produce for inspection and copying any record related to this Lease, the Landlord shall produce such record(s), unless such records are exempt from disclosure under the Florida Public Records Act or other applicable laws. Failure of the Landlord to comply with Florida's Public Records Act shall constitute a breach of this Lease in addition to subjecting the Landlord to the penalties set forth in Chapter 119, Florida Statues. In the event, the Landlord receives such public records request, the Landlord agrees to provide written notification of such public records request or a copy of such public records request to the Tenant within ten (10) calendar days of receipt by the Landlord of the public records request. Notwithstanding the foregoing, the failure of the Landlord to provide the Tenant with written notification of a public records request or a copy of such public records request shall not constitute a breach of this Lease.

V.) Limitation of Liability. If Landlord, or any assignee of the beneficial rights of Landlord, is ever a Real Estate Investment Trust (a "REIT"), then Tenant acknowledges and confirms that the obligations of Landlord hereunder are not and will not be binding on a trustee of the REIT, any registered or beneficial holder of one or more units of a REIT ("Unit Holder") or any annuitant under a plan of which such a Unit Holder acts as trustee or carrier, or any officers, employees or agents of the REIT and that resort shall not be had to, nor shall recourse or satisfaction be sought from, any of the foregoing or the private property of any of the foregoing.

(W) Declaration Documents. Landlord, at any time during the Term, shall have the right to submit all or portions of the Project to (a) a declaration of covenants, restrictions and easements (a "Declaration of Restrictions"), under which the office component of the Building, the retail component and the other portions of the Project would constitute separate parcels, with shared facilities, or common areas; or (b) to a Declaration of Condominium (a "Condominium Declaration"), converting the Project to a condominium form of ownership, under which the office component, the retail component and other portions of the overall development project would constitute separate condominium unit(s), or common elements, subject to the conditions set forth herein. In connection with the foregoing, Landlord may enter into and record a Declaration of Restrictions, or a Condominium Declaration (each a "Declaration"), or both, and bylaws or the like, if any, and a covenant running with the land in lieu of unity of title, in order to effectuate such governing regime (collectively, the "Declaration Documents"). Tenant agrees, at Landlord's option, to subordinate Tenant's interest in this Lease to the Declaration Documents, and all of the terms, conditions and provisions thereof, and to execute any documents satisfactory to Landlord to confirm such subordination; provided that the foregoing rights are contingent upon the following: (a) Tenant's rights and benefits under this Lease shall not be decreased and Tenant's obligations shall not be increased by virtue of the imposition of the Declaration Documents, or conversion to condominium, whether by the terms of the declaration or under the provisions of Florida law, and Tenant shall not be required to incur any additional cost, fee, or expense, all as determined in Tenant's reasonable discretion and (b) if an association or other entity is formed, and Landlord's interest in this Lease is assigned to the association or such other entity, the association or such other entity (as applicable) shall be obliged to assume all of the obligations of Landlord under this Lease. Without limiting the foregoing, it is understood and agreed that, Tenant's rights under this Lease and possession of the Premises shall not be disturbed by virtue of any exercise of any remedies under the Declaration Documents, whether for foreclosure of a lien or otherwise. Further, and notwithstanding the foregoing, the parties acknowledge and agree that should the Landlord elect to exercise its right to convert the Project into a condominium the Tenant's rights, pursuant to Florida law, shall not be impinged, abridged, or otherwise reduced or interfered with, either as a result of the conversion or at any time thereafter. And, in addition, the Tenant shall have the right of first refusal to purchase, what is currently described as the Premises from the Landlord, by first agreeing to enter into a Purchase and Sale Agreement within one hundred eighty (180) days of the presentation of the offer to the Tenant, which offer shall be the same offer presented to any other prospective purchaser, and then closing on the purchase of the condominium unit within one hundred eighty (180) days thereafter.

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

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

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

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

(OFFICIAL SEAL)

Signed in the presence of

Name: LINDA LAPADULA

Name: Brittany Collura

LANDLORD

RL MIAMI L.P., a Delaware Limited Partnership

By: RL MIAMI GP LLC, a Delaware limited liability company

By: H&R REIT (U.S.) Holdings, Inc., a Delaware corporation

By:________________
Name: Thomas Hofstedter
Title: President

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

By______________________

Deputy Clerk

TENANT

MIAMI-DADE COUNTY

BY ITS BOARD OF COUNTY COMMISSIONERS

By__________________________
Daniella Levine Cava
Mayor

Dated: __________________

Approved by the County Attorney as to form and legal sufficiency:__________

Exhibit A

Chapter 119 of the Florida Statutes provides that certain information relating to the physical security of the Facility or revealing security systems be maintained confidential. See Chapter 119.071(3) of the Florida Statutes.

The files in this Exhibit are maintained by the County as public records subject to applicable exemptions. All requests for release of such records shall be made to the County's contact identified in the Lease Agreement.

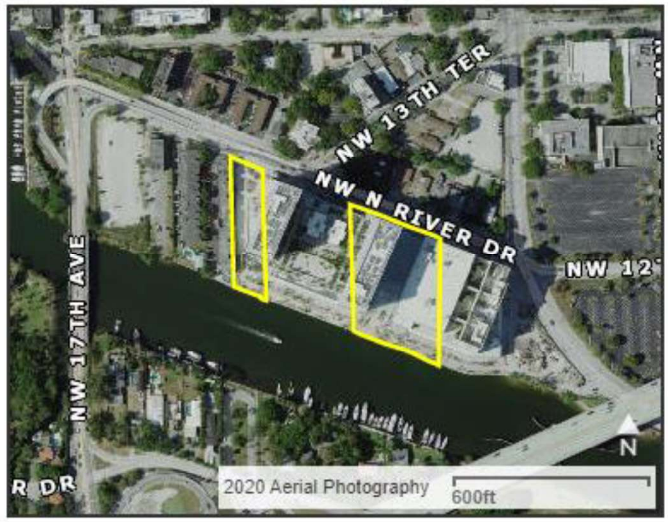
EXHIBIT B

THE LAND

Summary Report

Generated On : 12/3/2020

Property Information	
Folio:	01-3135-011-0050
Property Address:	1500 NW N RIVER DR Miami, FL 33125-2604
Owner	RIVER LANDING DEVELOPMENT LLC
Mailing Address	283 CATALONIA AVE SUITE 100 MIAMI, FL 33134 USA
PA Primary Zone	6100 COMMERCIAL - NEIGHBORHOOD
Primary Land Use	1081 VACANT LAND - COMMERCIAL : VACANT LAND
Beds / Baths / Half	0 / 0 / 0
Floors	0
Living Units	0
Actual Area	0 Sq.Ft
Living Area	0 Sq.Ft
Adjusted Area	0 Sq.Ft
Lot Size	151,743 Sq.Ft
Year Built	0



Assessment Information			
Year	2020	2019	2018
Land Value	$12,139,440	$11,380,725	$9,408,066
Building Value	$0	$110,979	$0
XF Value	$0	$0	$111,011
Market Value	$12,139,440	$11,491,704	$9,519,077
Assessed Value	$11,413,737	$10,470,984	$9,519,077

Taxable Value Information			
	2020	2019	2018
County			
Exemption Value	$0	$0	$0
Taxable Value	$11,413,737	$10,470,984	$9,519,077
School Board			
Exemption Value	$0	$0	$0
Taxable Value	$12,139,440	$11,491,704	$9,519,077
City			
Exemption Value	$0	$0	$0
Taxable Value	$11,413,737	$10,470,984	$9,519,077
Regional			
Exemption Value	$0	$0	$0
Taxable Value	$11,413,737	$10,470,984	$9,519,077

Benefits Information				
Benefit	Type	2020	2019	2018
Non-Homestead Cap	Assessment Reduction	$725,703	$1,020,720	

Sales Information

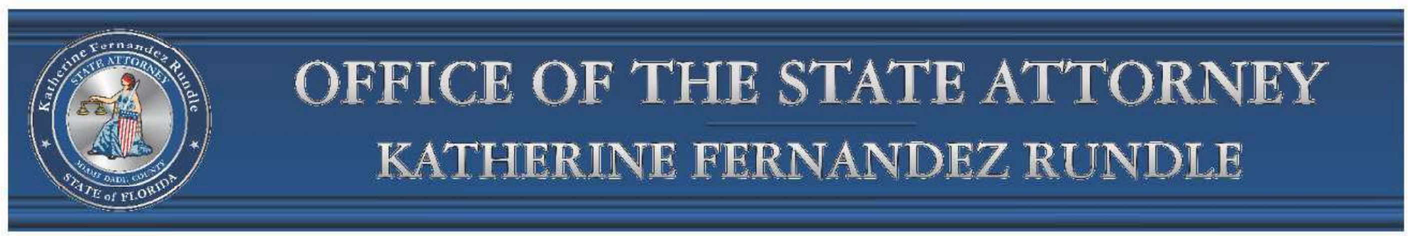
Exhibit C

Chapter 119 of the Florida Statutes provides that certain information relating to the physical security of the Facility or revealing security systems be maintained confidential. See Chapter 119.071(3) of the Florida Statutes.

The files in this Exhibit are maintained by the County as public records subject to applicable exemptions. All requests for release of such records shall be made to the County's contact identified in the Lease Agreement.

EXHIBIT D

SIGN DESIGN



(For content only. Illustration depicts the verbiage to be used for the sign)

EXHIBIT “D”
SIGN DESIGN SAMPLE

South Elevation

Landlord and Tenant acknowledge that the above and below images are only intended to show the approximate location of Tenant's exterior building sigange. The final design, which may include additional lettering, shall be determined after Lease execution, provided that any additional lettering must still fit within the 250 sf (per sign) limitation set out in Section 14(a) of the Lease.

EXHIBIT E
SUBLEASE AGREEMENT

This Sublease Agreement ("Sublease") is made and entered into on this _____ day of ____________________, 2021, by and between Miami-Dade County, a political subdivision of the State of Florida, herein referred to as the "COUNTY," and the State of Florida, through the Office of the State Attorney, 11th Judicial Circuit, hereinafter referred to as the "SAO11."

WITNESSETH

WHEREAS, on or about ___________, the COUNTY and RL MIAMI L.P., a foreign limited partnership, herein referred to as "Landlord" entered into a Lease Agreement authorized under Resolution ____________, and approved by the Miami-Dade County Board of County Commissioners on __________ (hereinafter referred to as the "Lease Agreement," which is attached hereto, marked as "Exhibit A," and which is incorporated herein by reference) leasing a portion of the building located at 1500 N.W. North River Drive, Suites 600 and 700, located, respectively, on the Sixth and Seventh Floors of the building ("Premises"), which is comprised of approximately 49,379.19 rentable square feet (subject to actual measurement, based upon BOMA 1996 standard of measurement for office buildings). The total useable square footage is approximately 43,602.51 (subject to actual measurement, based upon BOMA 1996 standard of measurement for office buildings); and

WHEREAS, the COUNTY desires to provide the Premises to the SAO11, for its sole and exclusive use, and the SAO11 desires to utilize the Premises to perform functions of the Office of the State Attorney, pursuant to the terms and conditions described below; and

WHEREAS, the Landlord has provided its consent to this Sublease.

NOW, THEREFORE, in consideration of the foregoing terms, conditions, and the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1. The foregoing recitals and provisions are hereby adopted and incorporated herein.

2. COUNTY hereby leases, and the SAO11 agrees to receive from COUNTY, the Premises which is illustrated in an exhibit attached to the Lease Agreement, and having the address and folio number as follows:

Address: 1500 N.W. North River Drive, Suites 600 and 700, Miami, Florida 33125

Folio Number: 01-3135-011-0050

To HAVE AND TO HOLD unto said SAO11 for a term commencing on the Commencement Date, as defined in the Lease Agreement, and this Sublease shall terminate twenty (20) years, minus one (1) day thereafter. The SAO11 shall have the right to renew this Sublease for two (2) additional five (5) year option periods, so long as the SAO11 shall remain in compliance with this Sublease, and with the consent of the COUNTY. The SAO11 shall be permitted, with the consent of the County, to holdover, under the same terms and conditions as found in the Lease Agreement, so long as the Landlord is in agreement with such holdover. Further, the parties hereby acknowledge and agree that the SAO11 has paid the COUNTY the amount of One ($1.00) Dollar, as full and fair consideration for entering into this Sublease, and no other amount or consideration is required by SAO11 for rent.

IT IS FURTHER MUTALLY UNDERSTOOD AND AGREED BY THE RESPECTIVE PARTIES HERETO:

ARTICLE I
USE OF PREMISES

The Premises shall be used by SAO11 solely for the function of the Office of the State Attorney, 11th Judicial Circuit, which will necessarily entail services performed for the general public. The SAO11 shall comply with the building rules and regulations, as found in the Lease Agreement, and which may be changed during the term of this Sublease, as provided for in the Lease Agreement. The SAO11 understands and agrees that the SAO11 shall not use the Premises for any use inconsistent with the permitted use(s) set forth in this Sublease.

Further, the parties agree that as part of the SAO11 use of the Premises, it shall be permitted, at all times during the term hereof, to utilize the one hundred (100) parking spaces that are provided by the Landlord for the COUNTY's use, all in accordance with the Lease Agreement. In addition, the SAO11 shall have the right to use an additional parking space, in the parking garage of the building, at no cost (free) for one low-speed vehicle, as such term is defined in chapter 320, Florida Statutes (or any replacement of such low-speed vehicle), throughout the term of this Sublease, and any renewal terms. In addition, the SAO11, and its employees, agents, contractors, and/or guests, shall have the right to pay a monthly parking fee which is pre-arranged, and set forth in the Lease Agreement, and in no event shall the COUNTY be required to pay for any parking spaces in excess of the one hundred parking spaces, and the use of any additional spaces shall be at the sole cost and expense of the SAO11, or the users of the additional parking spaces. SAO11 understands and agrees that the Landlord and the COUNTY shall not be liable for any damage to automobiles of any nature whatsoever to, or any theft of, automobiles or other vehicles or the contents thereof, while in or about the building's parking garage, unless the Landlord was negligent, in which case the SAO11 may seek damages against the Landlord. None of the agreed upon one hundred (100) parking spaces shall be parking spaces designated for people with disabilities (disability parking), unless the SAO11 specifically requests that such parking be included in the one hundred (100) parking spaces allocated to the SAO11.

ARTICLE II
COMPLIANCE WITH LEASE AGREEMENT

Except as otherwise set forth herein, or expressly modified hereby, the Lease Agreement terms and provisions are incorporated herein into this Sublease by this reference, as fully as if the terms and provisions thereof were set forth herein. Other than payment of rent and electricity, which shall be the responsibility of the COUNTY, the SAO11 is responsible for, and shall comply with, all other terms and conditions of the Tenant, as set forth in the Lease Agreement. In no event shall the COUNTY be deemed to have assumed the responsibilities of the Landlord under the Lease Agreement except as specifically provided herein, or shall COUNTY be responsible for the compliance of the Landlord regarding the provisions of the Lease Agreement, or otherwise be responsible for or to the SAO11 with this Sublease. SAO11 covenants it shall take no action or permit anything to be done which would constitute a default under, or cause a termination of, the Lease Agreement.

ARTICLE III
CONDITION OF PREMISES

SAO11 hereby accepts the Premises in the condition it is in at the beginning of this Sublease, which shall include certain equipment, furnishings, communication services and security equipment, as required by Section 29.008, Florida Statutes. The SAO11 acknowledges and agrees that the Landlord's Improvements, as defined in the Lease Agreement, consist of approximately Three Million Five Hundred Twenty-one Thousand ($3,521,000) Dollars' worth of improvements to the Premises, as described in the Lease Agreement, and are in accordance with the SAO11's planned use and occupancy of the Premises, which detailed floor plan (layout) and furniture inventory for the Landlord's Improvements are attached to the Lease Agreement. The SAO11 shall maintain and properly care for the Premises and the Landlord Improvements. The SAO11 acknowledges that the Lease Agreement requires the Landlord to secure and deliver to the COUNTY a copy of the Temporary Certificate of Occupancy, issued by the appropriate governmental entity or agency, which shall control and serve as conclusive evidence the date that the Landlord's Improvements were timely completed. The parties hereby acknowledge and agree that it is neither expected nor anticipated that the COUNTY and/or the Landlord will be making any other improvements to the Premises beyond the work of the Landlord's Improvements, and as a result, the SAO11 will be taking the Premises "as-is" "where-is". Notwithstanding the foregoing, the COUNTY shall be obligated to fund the costs of certain other improvements or alterations to the Premises in order to provide equipment and furnishings, communication services and security not included within the Landlord's Improvements, which are required by Art. V, Section 14, Fla. Const., and Section 29.008, Florida Statutes.

ARTICLE IV
UTILITIES

The Landlord, during the term of this Sublease, shall be responsible for establishing utility services in the name of the Landlord, and shall pay all charges for water, sewer, waste, as well as a fire alarm system and fire extinguishers to be serviced and maintained in good condition in accordance with the Florida building code. The COUNTY will be responsible for the payment of electricity. The COUNTY, during the term of this Sublease, shall provide and pay for janitorial services to the Premises. Further, the COUNTY throughout the term of this Sublease, shall be responsible to make available for use by the SAO11 of, or may provide (at the sole discretion of the COUNTY) the SAO11 with adequate funding for, telephone and data equipment, installation, maintenance and any costs associated with security, security systems, security alarm access control systems, phones and data service, installation and equipment.

ARTICLE V
ALTERATIONS BY SAO11

The SAO11 may not make any alterations, additions, or improvements in or to the Premises without the prior written consent of COUNTY and Landlord, which consent of the COUNTY will not to be unreasonably withheld or delayed. Any such alterations, additions, or improvements, including, but not limited to fixtures, equipment, and finishes in and to the Premises are at the SAO11's sole cost and expense. Except for (i) the Landlord's Improvements, as shown or described on the exhibit attached to the Lease Agreement, (ii) improvements described in Article III of this Sublease, and (iii) office furniture and equipment which are not readily removable without injury to the Premises at the expiration of this Sublease, the COUNTY shall have the right to require SAO11 to remove at the expiration of this Sublease all additions, alterations, fixtures or improvements installed by SAO11. Notwithstanding the foregoing, removable partitions, furnishings, and other personal property installed and funded by SAO11 within the Premises shall remain SAO11's property and may be removed by SAO11 upon the expiration of this Sublease or cancellation thereof. To the extent that such items are not removed upon the expiration of this Sublease, any and all furniture, fixtures, equipment, improvements, personal property and moveable partitions remaining in the Premises shall be deemed abandoned and may be disposed of as deemed appropriate by COUNTY. In the case of any damage or expense arising from such removal, all damaged areas shall be repaired and brought back to the original condition at the SAO11 sole expense, and any expenses incurred by the COUNTY shall be reimbursed by the SAO11. This clause shall survive the expiration or cancellation of this Sublease.

ARTICLE VI
MAINTENANCE AND LIABILITY FOR DAMAGE OR INJURY

The SAO11 agrees to maintain and keep in good repair, condition, and appearance, during the term of this Sublease, the Premises and all improvements thereto, and shall be responsible for promptly repairing any damage to the Premises. The SAO11 shall further be responsible for any damage or injury that may be sustained by any party or person on the Premises, including, but not limited to such damage or injury caused by the deliberate acts, omissions or negligence of SAO11, its agents, licensees, invitees or employees, as limited by Article XI of this Sublease. The SAO11 shall notify the COUNTY within five (5) business days of discovering any damage to the Premises, or after the occurrence of any damage or injury sustained by any party or person on the Premises.

ARTICLE VII
NO LIABILITY FOR PERSONAL PROPERTY

All personal property placed or moved in the Premises above described shall be at the risk of SAO11 or the owner thereof. The COUNTY shall not be liable to the SAO11, or any other person or entity, for any damage to any personal property unless caused by, or due, to the gross negligence of the COUNTY, COUNTY's agents or employees, subject to all limitations of Florida Statutes, Section 768.28.

ARTICLE VIII

SIGNS

Signs will be of the design and form which will be manufactured and installed by the Landlord, at the Landlord's sole cost and expense, as provided for in the Lease Agreement. The COUNTY shall no responsibility or obligation to provide or fund any additional signs. SAO11 shall have no obligation to remove any signs not removed by the Landlord at the expiration or termination of this Sublease, nor to correct or repair any damage or unsightly condition caused to the Premises because of or due to the removal of said signs (unless said signs were removed by SAO11). The provisions of this section shall survive the termination or expiration of this Sublease.

ARTICLE IX
COUNTY'S RIGHT OF ENTRY

The COUNTY, or any of its employees or agents, shall have the right to enter said Premises during all reasonable working hours, upon giving 24 hours' prior written notice (unless an emergency exists) to inspect the same and/or to make such repairs, additions, or alterations as may be deemed necessary for the safety, comfort, or preservation thereof. Said right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations, or additions which do not conform to this Sublease. Except in the case of an emergency, when entering the Premises, the COUNTY shall be accompanied by a representative of SAO11 (which SAO11 shall timely provide). The COUNTY reserves the right to enter the Premises at any time, in the event of an emergency, to make any and all necessary repairs to the Premises, or otherwise to make the Premises safe.

ARTICLE X
SURRENDER OF PREMISES

The SAO11 agrees to surrender to COUNTY, at the end of the term of this Sublease or any extension thereof, the Premises in as good condition as said Premises was at the beginning of the term of this Sublease, ordinary wear and tear and damage by fire and windstorm or other acts of God excepted.

ARTICLE XI
INDEMNIFICATION AND HOLD HARMLESS

Florida Statutory Indemnity. SAO11 does hereby agree to indemnify and hold harmless the COUNTY to the extent of and within the limitations of Section 768.28, Florida Statutes, subject to the provisions of that statute whereby the SAO11 shall not be held liable to pay a personal injury or property damage claim or judgment by any one person that exceeds the sum of $200,000, or any claim or judgments or portions thereof, which, when totaled with all other occurrence(s), exceeds the sum of $300,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action that may arise solely as a result of the negligence of the SAO11.

Further, in accordance with Section 768.28, Florida statutes, the SAO11 hereby acknowledges and agrees to indemnify and hold harmless the COUNTY and its officers, employees, agents and instrumentalities from and against any and all liability, losses or damages, including attorneys' fees and cost of defense which the COUNTY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to, or resulting from the negligence of the SAO11 or the negligence of its employees, agents and/or vendors or any matter that occurs within and/or about the Premises (unless caused by the negligence of the Landlord or the COUNTY) up to the statutory limits found in Section 768.28, Florida Statutes, as described in the foregoing paragraph, and as such may be amended from time to time.

Further, under the Lease Agreement, to the extent that the COUNTY agreed to or is responsible for indemnifying the Landlord and/or agreed to be responsible for certain acts or activities which may occur in the Premises, the SAO11 hereby agrees to indemnify the County for such acts or activities, without exception.

The provisions of this section survive the expiration or termination of this Sublease.

ARTICLE XII
LIABILITY FOR DAMAGE OR INJURY

The COUNTY shall not be liable for any damage or injury which may be sustained by any party or person on the Premises.

ARTICLE XIII
CANCELLATION

CANCELLATION BY COUNTY: The occurrence of any of the following shall cause this Sublease to be terminated by the COUNTY upon the terms and conditions also set forth below:

A. Termination after ten (10) days written notice by the COUNTY sent by certified mail, registered mail or any acceptable overnight delivery service to SAO11, or by electronic mail (email), so long as the recipient has acknowledge receipt of such electronic mail, for doing any of the following:

(1) Notice of any condition posing a threat to health or safety of the public or patrons that SAO11 is required to correct pursuant to Florida law and the covenants or requirements of this Sublease and not remedied within the ten (10) day period from receipt of written notice.

B. Termination after thirty (30) days from receipt by SAO11 of written notice by certified mail, registered mail or any acceptable overnight delivery service to the address of the SAO11 or by electronic mail (email), so long as the recipient has acknowledge receipt of such electronic mail, as set forth below:

(1) Non-performance of any covenant or requirement of this Sublease other than listed in A above, and failure of the SAO11 to remedy such breach within the thirty (30) day period from receipt of the written notice.

C. Any final determination in a court of law in favor of the COUNTY in litigation instituted by the SAO11 against the COUNTY or brought by the COUNTY against SAO11.

EARLY CANCELLATION BY THE COUNTY: The COUNTY shall have the right to cancel this Sublease upon not less than twelve (12) months advance written notice to the SAO11, which termination shall be effective at the end of the tenth (10^{th}) year or the fifteenth (15^{th}) year ("Early Termination Date") (meaning, at the end of the ninth (9^{th}) year or fourteenth (14^{th}) year of this Sublease, as applicable, the COUNTY shall notify the SAO11 of its intent to terminate this Sublease, which termination shall be effective at the end of the tenth (10^{th}) year or the fifteenth (15^{th}) year. Further, both parties acknowledge and agree that if the COUNTY elects to terminate the Lease Agreement, the COUNTY will be responsible for reimbursing Landlord for the unamortized portion of the Leasehold Improvements, paid for by the

Landlord, with all such costs and expenses being amortized on a straight-line basis, estimated at Three Million Five Hundred Twenty-one Thousand ($3,521,000) Dollars, which cost shall have been provided to the COUNTY at the commencement of the Lease Agreement, including copies of any and all invoices, receipts, release of liens, and cancelled checks (and there is a cap on the amount of money that the COUNTY will need to reimburse the Landlord for, which cap equals Three Million Seven Hundred Fifty Thousand ($3,750,000) Dollars).

EARLY CANCELLATION BY THE SAO11: Further, the COUNTY and SAO11 acknowledge that if, for any reason beyond the SAO11's control, the funding allocated for rent of the Premises by the COUNTY or the operational expenses in its Sublease with the COUNTY is terminated, cut, removed, reduced significantly, or otherwise withheld or not made available to the SAO11, or the SAO11's contracts with the COUNTY, which pertain to the Premises, and have a substantial impact on the operation and administration of the SAO11, are terminated, cancelled, not funded or not renewed by the COUNTY, the SAO11 shall have the right to terminate this Sublease on at least thirty (30) days written notice to the COUNTY. Additionally, should the SAO11 elect to cancel this Sublease, then the parties hereby agree that COUNTY shall have fulfilled its responsibility to lease space for the SAO11, and shall not be required to do so for the same purpose, or for any location within a ten (10) mile radius of the Premises for the remainder of the term of the Lease Agreement.

ARTICLE XIV
NOTICES

It is understood and agreed between the parties hereto that written notice addressed and sent by certified or registered mail, return receipt requested, first class, postage prepaid or acceptable overnight delivery service and addressed as follows, or by electronic mail (email), so long as the recipient has acknowledge receipt of such electronic mail:

COUNTY:
Miami-Dade County
Internal Services Department
Real Estate Development Division

111 N.W. First Street, 24th Floor
Miami, Florida 33128
Attention: Director

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

SAO11:
State of Florida through the
State Attorney,
11th Judicial Circuit
1350 N.W. 12 Avenue
Miami, Florida 33136
Attention: Executive Director

Notices provided herein in this paragraph shall constitute sufficient notice to the parties to comply with the terms of this Sublease. Notices provided herein in this paragraph shall include all notices required by this Sublease or required by law.

ARTICLE XV
<u>INSURANCE</u>

Prior to occupancy, SAO11 shall furnish a letter to the Miami-Dade County, Internal Services Department, Real Estate Development Division, 111 N.W. First Street, Suite 2460, Miami, Florida 33128-1907, indicating that it is self-insured and coverage meets the requirements of the State of Florida.

ARTICLE XVI
<u>PERMITS, REGULATIONS AND SPECIAL ASSESSMENTS</u>

SAO11 covenants and agrees that during the term of this Sublease, all uses of the Premises will be in conformance with any and all applicable laws, including all applicable zoning regulations.

ARTICLE XVII
<u>DEFAULT OF SAO11</u>

If the SAO11 shall violate or fail to perform any of the conditions, covenants or agreements herein made by SAO11, including without limitation, SAO11's obligation to use the Premises solely for the permitted use described in Article I above, and if such violation or failure continues beyond any applicable cure period, as outlined in Article XIII, then COUNTY may proceed with any remedy available under this Sublease, or at law or in equity in the State of Florida, including without limitation, terminating this Sublease, or reentry and recovering possession, as may be applicable. All rights and remedies of COUNTY and SAO11 under this Sublease shall be cumulative and shall not be exclusive of any other rights and remedies provided the COUNTY under applicable law.

ARTICLE XVIII
COUNTY AS SOVEREIGN

It is expressly understood that notwithstanding any provision of this Sublease and the COUNTY's status thereunder, COUNTY shall not be liable in any manner, whatsoever, to any other party or person for the exercise of its governmental authority, regulatory powers and/or police powers. The parties agree that:

(a) The COUNTY retains all of its sovereign prerogatives and rights as a county under Florida laws and shall in no way be estopped or otherwise prevented from withholding or refusing to issue any approvals of applications, or be liable for the same; and

(b) The COUNTY shall not by virtue of this Sublease be obligated to grant SAO11 any approvals of applications for building, zoning, planning, or development under present or future laws and ordinances of whatever nature.

ARTICLE XIX
ASSIGNMENTS AND SUBLEASES

SAO11 shall not assign this Sublease or sub-sublet the Premises, in whole or in part. This Sublease shall not be assigned by operation of law. Any attempt to sell, assign or sublet shall be deemed a default by SAO11. Further, the SAO11 hereby acknowledges and agrees that any other right of occupancy for any portion of the Premises shall only be to a governmental or a not-for-profit entity that is reasonable and necessary to assist in the function of the State Attorney, and consistent with Section 125.38, Florida Statutes.

ARTICLE XX
ADDITIONAL PROVISIONS

1. Mechanic's, Materialmen's and other Liens

SAO11 agrees that it will not permit any mechanic's, materialmen's or other liens to stand against the Premises for work or materials furnished to SAO11; it being provided, however, that SAO11 shall have the right to contest the validity thereof. SAO11 shall immediately pay any judgment or decree rendered against SAO11, with all proper costs and charges, and shall cause any such lien to be released off record without cost to COUNTY.

2. Non-Discrimination

SAO11 agrees, in accordance with Chapter 11A of the Miami-Dade County Code, that it shall not discriminate against any employee, person, etc. on the basis of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, physical disability, marital status, familial status, sexual orientation, gender identity or gender expression, or status as victim of domestic violence, dating violence or stalking.

SAO11 agrees to comply with the intention of Resolution No. 9601 dated March 24, 1964 and Resolution No. 85-92 dated January 21, 1992, involving the use, operation, and maintenance of the Premises and facilities included in this Sublease.

3. Tax Credits.

Both parties acknowledge and agree that the Landlord shall be entitled to one hundred (100%) percent of any tax credits relating to business equipment, sales tax refunds or building materials purchased by Landlord or Landlord's contractors for the building where the Premises is located, any improvements that the Landlord made within the Premises (or relating thereto or required for Tenant and/or the SAO11's operation in the Premises) purchased or paid for by Landlord in accordance with the Lease Agreement or for any services provided by Landlord under the Lease Agreement, including this Sublease, and to all other incentives and credits that the Landlord is entitled to receive, including without limitation new job credits, to the extent available to Landlord. Notwithstanding the foregoing, any tax benefits arising from the construction or the Landlord Improvements, as defined in the Lease Agreement, made to the Premises, which are actually paid for by Landlord, shall be exclusively that of Landlord (and neither the COUNTY nor the

SAO11 shall have no claim thereto). The SAO11 acknowledges that Landlord is entitled to file for any other tax incentives available solely to the Landlord, for the Premises and/or the building where the Premises is located, and the SAO11 shall have no claim thereto. The SAO11 shall provide Landlord with such forms as Landlord shall be required to file to establish the "passing" or "authorization" of such tax benefit to the Landlord. The parties shall cooperate with each other in providing any reasonable data/information necessary (and which data/information is kept in the ordinary work of its business, but no personal information or information relating to operation of the SAO11, including, but not limited to any pending, open or closed case files.

4. Employment Reporting. SAO11 agrees to provide the Landlord, with a copy to the COUNTY, on an annual basis, for the ten (10) year period beginning on the Commencement Date, with the following information for all new and departing employees of the SAO11 that are or will be working at the Premises: 1) the date new employees are hired; 2) the title of the new positions; 3) the salary for the new positions; and 4) the date and positions of all employees who resign, are terminated, retire or otherwise depart from employment with the SAO11.

5. Low-speed vehicle. Pursuant to Section 32 of the Lease Agreement, upon the Commencement Date the Landlord is required to purchase and convey a new 6-passenger, forward facing low-speed vehicle to the SAO11. The low-speed vehicle shall be selected by the SAO11, with the cooperation of the Landlord, and shall be street legal, meaning that it shall be capable of being driven on the streets of the City of Miami. The low-speed vehicle, upon delivery to the SAO11, shall automatically become the personal property of the SAO11, without any cost, payment or remuneration to the Landlord. The color and model of the low-speed vehicle shall be selected by the SAO11. The SAO11 shall be permitted to store and/or otherwise park the low-speed vehicle in the parking garage of the building, at no cost, without the parking space being considered as one (1) of the one hundred (100) parking spaces reserved for the SAO11. Further, the SAO11 shall be responsible for any and all liability connected to the use and operation of the low-speed vehicle.

6. Estoppel Certificates. The SAO11 hereby agrees that within thirty (30) days after request therefor from the COUNTY, the SAO11 shall execute and deliver to the COUNTY, or if requested by the COUNTY, directly to the Landlord, or to such other addressee, or addressees as COUNTY may designate (and any such addressee may rely thereon), a statement in writing certifying (if true) that this Sublease is in full force and effect and unmodified or describing any modifications; that the SAO11 has accepted and is occupying the Premises, and the Landlord and/or the County, as the case may be, has performed any and all obligations under this Sublease arising prior to the date of the estoppel certificate; that there are no defenses or offsets against the enforcement of this Sublease or stating with particularity those claimed by the SAO11; stating the date to which rent has been paid; and making such other true representations as may be reasonably requested by the COUNTY.

7. Attornment. In the event of any proceedings brought for the enforcement of any mortgage or superior lease, the SAO11 shall, upon demand by the mortgagee or superior lessor, attorn to and recognize such mortgagee or lessor as Landlord under the Lease Agreement and shall promptly execute and deliver any instrument that such party may reasonably request to evidence such attornment. The SAO11 shall also

execute such an agreement in the event Landlord elects to obtain financing or refinancing with respect to the building and an attornment agreement is required by Landlord's lender. The SAO11 agrees that the institution of any suit, cause of action or other legal proceeding by any mortgagee or lessor of the building pursuant to the powers granted under any mortgage shall not, by operation of law or otherwise, result in the cancellation or termination of this Sublease or the obligations of the SAO11 hereunder. In the event of a sale or assignment of Landlord's interest under the Lease Agreement or in the Premises, the SAO11 shall attorn to and recognize such purchaser or assignee as Landlord under the Lease Agreement without further act by Landlord or such purchaser or assignee.

ARTICLE XXI
CONFLICTS

The terms and conditions of the Lease Agreement shall take precedence in any conflict between the terms and conditions hereof and the terms and conditions of this Sublease. This Sublease is subject to the terms and conditions of the Lease Agreement, and this Sublease shall automatically terminate upon the termination, cancellation or expiration of the Lease Agreement, if not otherwise terminated before such time. Anything contained in this Sublease to the contrary notwithstanding, the COUNTY shall not be deemed to have unreasonably withheld, conditioned, or delayed consent or approval, when required to be given, if Landlord shall have withheld, conditioned, or delayed its consent or approval in any instance in which consent or approval is required. The COUNTY represents that the Lease Agreement attached hereto is true, correct, and complete, and the COUNTY shall not amend the Lease Agreement if such amendment would adversely affect any of SAO11's rights or obligations hereunder, as determined in the reasonable discretion of the COUNTY. The COUNTY shall provide SAO11 with a copy of any amendment to the Lease Agreement immediately after its execution.

ARTICLE XXII
GOVERNING LAW

This Sublease, 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, and the venue for any disputes, claims, and/or causes of action shall be in Miami-Dade County.

ARTICLE XXIII
WRITTEN AGREEMENT

This Sublease contains the entire agreement between the parties hereto and all previous negotiations leading thereto, and it may be modified only by a written amendment executed and delivered by the

COUNTY and SAO11, together with a resolution approved by the Board of County Commissioners.

{THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK}
{ONLY THE SIGNATURE PAGE REMAINS}

IN WITNESS WHEREOF, the COUNTY and the SAO11 have caused this Sublease to be executed by their respective and duly authorized officers the day and year first above written.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY

COMMISSIONERS

Witness: ________________________

By: ______________________________
Daniella Levine Cava
Mayor

Witness: ________________________

Dated: _______________

HARVEY RUVIN, CLERK

By: __________________________________
DEPUTY CLERK

Approved for Legal Sufficiency

____

STATE OF FLORIDA, through the
STATE ATTORNEY,
11th JUDICIAL CIRCUIT

Witness: _________________________

By: ___________________________

Print Name: ____________________

Dated: ______________

Witness: _________________________

EXHIBIT F

RULES AND REGULATIONS

1. All deliveries or shipments of any kind to and from the Premises including loading of goods, shall be made through the loading dock or at any other secondary location designated by Landlord, to the extent one exists, and only at such times designated for such purpose by Landlord. Unless otherwise designated by Landlord in its reasonable discretion Tenant shall complete, or cause to be completed, all deliveries, loading, unloading, and services to the Premises upon making prior arrangements with Landlord Monday through Friday. Any truck or machine used for handling freight or making deliveries in the Premises or in the Project shall have rubber tires and side guards. There shall not be any parking or standing by delivery vehicles in any location other than the loading docks or at any other secondary location designated by Landlord, to the extent one exists, and in no event shall delivery vehicles interfere with the use of the parking facilities. Any hand trucks, carry-alls, or similar appliances used in the Complex shall be equipped with rubber tires, side guards and such other safeguards as the Landlord shall require

2. Tenant shall not use the public or Common Areas in the Building or the parking facilities for its Premises for business purposes or special events (including outdoor music, provided this shall not apply to restaurants where rights have been expressly granted in their leases) unless prior approval in writing has been granted by Landlord.

3. Plumbing facilities shall not be used for any other purpose than that for which they are constructed, and no foreign substance of any kind shall be thrown therein. No sweepings, rubbish, rags, chemicals, paints, cleaning fluids plastic products (plastic bags, straws, boxes); sanitary napkins; tea bags; cooking fats, cooking oils; any meat scraps or cutting residue; petroleum products (gasoline, naphtha, kerosene, lubricating oils); paint products (thinner, brushes); or other substances shall be thrown therein. t.

4. Tenant shall use, at Tenant's cost, a reputable pest extermination contractor of its choosing, at such intervals as Landlord may require, but no less often than once annually for the interior of the store.

5. Tenant shall not place or permit: (a) displays, decorations, signs, or any other objects to be placed or stored in front of the Premises, atrium (if applicable), or upon any of the Common Areas of the Building; (b) anything to be displayed, stacked, hung from the ceiling, racked, stored, etc., outside the Premises unless Tenant obtains Landlord's prior written approval and acquires adequate insurance coverage and accepts all liability (with Tenant's liability to be primary and non-contributory with any insurance maintained by Landlord) for any accident or injury occurring on the sidewalk in front of the Premises; or (c) any bicycles, motorized or non-motorized vehicles to park on the sidewalks, except only in designated places in the Common Areas and as applicable, after Tenant has secured all permits therefor.

6. Soliciting for any reason in Common Areas requires Landlord's prior written approval.

7. Distribution of sales flyers, pamphlets, or any type of advertising literature in the Common Areas, on parked cars, or in any outside seating area, or on any trays brought outside into an outside seating area or on any sidewalks adjacent to the Premises, etc., by Tenant or anyone acting on behalf of Tenant or with Tenant's knowledge is only permitted with prior written approval of Landlord.

8. Unless otherwise set forth in the lease, all garbage and other refuse shall be kept inside the Premises in the type of container specified by Landlord and placed in the proper trash container/compactor. All garbage shall be collected and disposed of in the manner and at the times and places specified by Landlord or its agent or as otherwise set forth in the Lease. If Landlord elects to furnish or designate any service for the removal of garbage and other refuse, Tenant shall use such service. Tenant shall not be obligated to pay more for such service than the prevailing competitive rates charged by reputable, independent trash removal contractors for equal service on a direct and individual basis. If furnished or billed by or through Landlord, Tenant shall pay for such service monthly as additional rent. Landlord may also provide trash compactors for compacting Tenant's trash and add the cost thereof to common area maintenance expenses (unless otherwise agreed to in the Lease). If Landlord does not provide such service, Tenant shall be solely responsible for contracting for the removal of all garbage and other refuse from the Premises and shall pay promptly all charges therefor.

Tenant shall at all times keep any dumpster enclosure or trash room serving the Premises locked and the door closed; if the dumpster enclosure is exclusive for any Tenant; then such Tenant shall maintain the dumpster enclosure and trash room in accordance with all laws, ordinances, codes, rules and regulations and shall hose down the area around the dumpster as often as is necessary so as to prevent foul odors from emanating from the dumpster enclosure and adjacent area. Tenant shall maintain its trash room in accordance with all laws, codes, ordinance, rules and regulations. Notwithstanding, so long as the tenant is Miami Dade County, this section 8 shall not apply.

9. Any outdoor storage facility or trash containers shall be effectively screened from all street frontage and shall be kept in a neat and clean attractive manner. All trash shall be kept within such facility or trash container.

10. Unless directly related to business or service animals, as stated in the body of the Lease, no animals will be allowed in Common Areas

11. Tenant shall not, and shall not permit anyone else to, place anything on the roof of the Premises and/or Building or go on to the roof of the Premises and/or Building for any purpose whatsoever, without Landlord's prior written approval, which may be arbitrarily withheld in Landlord's sole discretion. Any work to be done on the roof shall require notice to Landlord in addition to any provisions of the Lease. Damage caused to the roof of the Premises and/or Building by contractors and/or repair/service personnel contracted by Tenant will be the responsibility of Tenant and may, at the option of Landlord, be performed by Landlord's roofing contractor or a contractor required to maintain the roof warranty for the Building or the Premises, as applicable; the costs of such repair/service will be billed to and payable by Tenant within thirty (30) days of receipt of a bill therefor. All objects left on the roof by Tenant's contractors and/or repair/service personnel causing damage to the roof will be the sole responsibility of Tenant and may, at the option of Landlord, be performed by Landlord's roofing contractor or a contractor required to maintain the roof warranty for the Building or the Premises, as applicable; the costs of such repair/service will be billed to and payable by Tenant within thirty (30) days of receipt of a bill therefor. To the extent that Tenant is permitted to install, repair, maintain, operate and remove any satellite antennae and associated equipment (collectively, "Satellite Equipment") on the roof or wall of the Premises Tenant shall ensure that (ii) the operation thereof is in compliance with all applicable laws, codes, ordinances, rules and regulations; (iii) the installation, maintenance and removal thereof is performed by Landlord's roofing contractor or a licensed and qualified roof contractor as required to maintain the roof warranty and after written notice to Landlord (and coordination thereof with Landlord so as to permit Landlord's roofing contractor to be present at the installation); (iv) Tenant is responsible for any damage to the roof caused by the installation, repair, replacement and removal of the Satellite Equipment; (v) Tenant shall not use or install the Satellite Equipment in such a manner that would, in any way, materially or adversely prevent, hinder, impair or interfere with another tenant's or occupant's use of its respective Satellite Equipment or any Satellite Equipment owned or operated by Landlord; (vi) the Satellite Equipment shall be deemed to be a part of the Premises for purpose of Tenant's insurance and indemnity obligations contained in the Lease; (vii) the Satellite Equipment shall be located within Landlord provided screen area and as required under the Project approval and permits and (viii) Tenant does not use or operate the Satellite Equipment for the resale of any communications airtime. Tenant shall secure all permits and approvals for the installation; repair, operations, maintenance and removal of the Satellite Equipment.

12. Tenant shall not, without prior written consent of Landlord, affix or install any type of sunscreen, tinting, solar screen or similar product to any window or door glass of the Premises. All glass, locks and trimmings in or upon the doors and windows of the Premises shall be kept whole, and when any part thereof shall be broken, the same shall be immediately replaced or repaired and put in order at Tenant's expense under the direction and to the satisfaction of Landlord, and shall be left whole and in good repair.

13. Tenant shall not (i) suffer, allow or permit any vibration, noise, odor or flashing or bright light to emanate from the Premises or from any machine or other installation located therein, or otherwise suffer, allow or permit the same to constitute a nuisance to or interfere with the safety, comfort or convenience of Landlord or of any other occupant or user of the Building; (ii) conduct or permit any activities in the Building that might constitute a public or private nuisance; (iii) permit the parking of any vehicles or the placement of any displays, trash receptacles or other items, so as to interfere with the use of any driveway, fire lane, corridor,

walkway, parking area, mall or any other Common Area or use or permit to be used any Common Area for other than its intended purpose; (iv) use or occupy the Premises or permit anything to be done therein which in any manner might cause injury or damage in or about the Building; or (v) use or occupy the Premises in any manner which is unreasonably annoying to other tenants in the Building unless directly occasioned by the proper conduct of Tenant's business in the Premises; and in any such event Tenant shall forthwith upon notice from Landlord, cease such activities and/or cause the same to be rectified (as applicable).

14. Tenant shall secure and protect the Premises, and all property located within the Premises. Tenant acknowledges and agrees that it, and not Landlord, is solely responsible for securing and protecting the Premises, and all property located within the Premises.

15. Tenant shall participate in any window cleaning program that may be established by Landlord. Per the lease Tenant shall not be obligated to pay for its participation in such window cleaning program as additional rent.

16. If Tenant undertakes any construction activities which cause any work stoppage, picketing, labor disruption or dispute, so as to interfere with activities at the Building, Tenant shall, upon request from Landlord, immediately suspend any construction work being performed in the Premises giving rise to such labor problems. Tenant shall have no claim for damages of any nature against Landlord for such suspension nor shall the Commencement Date be extended as a result thereof.

17. Tenant shall promptly obtain all permits, including occupancy permits, for the Premises or its use thereof unless otherwise stated in the Lease in which case the lease provisions shall prevail. Tenant shall pay before delinquency all license and permit fees, and other charges of a similar nature, for the conduct of any business in, or any use of, the Premises, unless otherwise stated in the Lease, in which case the lease provisions shall prevail. Upon request Tenant shall provide to Landlord a copy of all its permits (if applicable), including the certificate of occupancy unless otherwise stated in the Lease.

18. Intentionally deleted.

19. Tenant shall not place a load on any floor in the Building which exceeds the load which the floor was designed to carry, or which may result in improper weight distribution on such floors.

20. Tenant shall not install, operate or maintain in the Premises, or in any other area of the Building, electrical equipment which does not bear the Underwriters Laboratories seal of approval, or which would overload the electrical system or any part thereof beyond its capacity for proper, efficient and safe operation.

21. If applicable, Tenant shall provide sound barriers for all mechanical systems serving the Premises.

22. Tenant shall not store, display, sell, or distribute any alcoholic beverages unless otherwise expressly provided in the Lease.

23. No flammable, combustible or explosive fluid, dangerous materials, explosives, weapons, chemical, asbestos or other hazardous substance or any other material harmful to tenants of the Building shall be brought, installed in or kept upon the Premises. No space heaters, fans or individual air conditioning units may be used in the Premises unless otherwise approved by the Landlord. Any electrical or extension cords deemed to be a fire hazard by Landlord in Landlord's sole discretion shall be removed.

24. Tenant shall not sell, distribute, display or offer for sale (i) any paraphernalia commonly employed in the use or ingestion of illicit drugs, or (ii) any X-rated, pornographic, lewd, or so-called "adult" newspaper, book, magazine, film, picture, video tape or video disk.

25. Unless specifically allowed in the Lease or approved by Landlord in Tenant's plans and specifications, Tenant shall not operate or permit to be operate in the Common Areas or for use by the public any automatic teller machines, or any coin or token operated vending machine or similar device, including telephones, lockers, toilets, scales, amusement devices, and machines for the sale of beverages, foods, candy, cigarettes or other goods.

26. Tenant shall not affix or maintain upon the glass panes and supports of the show windows, entrance ways, doors, exterior walls or roof of the Premises any signs, advertising placards, names, insignia, trademarks, descriptive material or any other such like item or items except those which shall have first received the written approval of Landlord as to size, color, type, location, duration, copy, nature and display qualities. Unless otherwise set forth in the lease, Tenant shall not affix, tape, place or maintain within the interior of the Premises any paper signs, cardboard signs, advertising placards, descriptive material or other such item or items that can be seen from the Common Areas of the Building, except those which shall have first received the written approval of Landlord as to form, size, type, color, location, duration, copy, nature and display qualities. Tenant shall not install or maintain any flashing, revolving, travelling, fiber optic or other lighting deemed distractive by Landlord anywhere within or upon the Premises. Landlord may, at Tenant's cost, remove any item erected in violation of this subsection.

27. Tenant shall give, as soon as practicable, notice to Landlord in case of theft, unauthorized solicitation or accident in the Premises or in the Building or of defects therein or defects in any fixtures or equipment, or of any known emergency in the Building.

28. Unless specifically allowed in the Lease, the Premises shall not be used for housing, lodging or sleeping purposes or for any immoral or illegal purposes.

29. Open fires of any type are hereby prohibited.

30. Unless specifically allowed in the Lease or with Landlord consent, no awnings or other projections shall be attached to any wall of the Building without the prior written consent of Landlord. Only building standard window blinds, shades or screens shall be attached to or hung in, or used in connection with, any window or door of the Premises, without the prior written consent of Landlord. Such awnings, projections, curtains, blinds, shades, screens or other fixtures must be of a quality, type, design and color, and attached in the manner, approved by Landlord.

31. No tenant shall cause or permit any unusual or objectionable odors to be produced upon or permeate from the Premises.

32. No tenant shall throw anything out of the doors or windows or down the corridors or stairs.

33. Unless otherwise set forth in the lease, no additional locks or bolts of any kind shall be placed upon any of the doors or windows by any tenant, nor shall any changes be made in existing locks or the mechanism thereof absent Landlord's prior approval and consent. The doors leading to the corridors or main halls shall be kept closed during Business Hours except as they may be used for ingress or egress. Each tenant shall, upon the termination of his tenancy, restore to Landlord all keys of stores, offices, storage and toilet rooms either furnished to, or otherwise procured by, such tenant, and in the event of the loss of any keys so furnished, such tenant shall pay to Landlord the cost thereof.

34. Each tenant, before closing and leaving the Premises at any time, shall see that all windows are closed and all lights turned off.

35. No minors shall be allowed to congregate or play in the common areas of the Building.

36. Landlord reserves the right to exclude from the Building at all times any person who is not known or does not properly identify himself to the Building management, security guard on duty or security system monitor.

37. Tenant shall not locate furnishings or cabinets adjacent to mechanical or electrical access Panels or over air-conditioning outlets so as to prevent operating personnel from servicing such units as routine or emergency access may require as required under the Lease. Cost of moving such furnishings for Landlord's access will be at Tenant's cost. The lighting and master air-conditioning equipment of the Building will remain in the exclusive control of the building designated personnel.

38. Subject to the provisions of any lease, Tenant shall comply with parking rules and regulations as may be posted and/or distribution from time to time.

39. In the event any violation of any of the above rules and regulations continues after thirty (30) days following written notice to Tenant of such violation, beginning on such fifth day Tenant shall be in default of the Lease. In addition to all other remedies of Landlord provided in the Lease for Tenant's default, Tenant shall pay liquidated damages of One Hundred Dollars ($100.00) per day for each day such violation continues.

40. Tenant shall comply with all rules and regulations that may be required by the insurance carrier that is insuring the Premises, if applicable.

41. Landlord reserves the right to suspend, supplement, or change these Rules and Regulations so long as they are uniformly enforced by Landlord to all similarly situated tenants or occupants. The Rules and Regulations set forth herein are intended to supplement the provisions of the Lease; in the event that any of the provisions of the Rules and Regulations conflict with the provisions of the Lease, the provisions of the Lease shall govern.