MEMORANDUM

Agenda Item No. 8(F)(5)

TO:	Honorable Chairman Jose "Pepe" Diaz and Members, Board of County Commissioners	**DATE:**	July 19, 2022
FROM:	Geri Bonzon-Keenan County Attorney	**SUBJECT:**	Resolution approving terms of a Lease Agreement between PR International Corporate Park LLC, foreign limited liability company, as Landlord, and Miami-Dade county, as Tenant, for premises located at 9835 NW 14 Street, Doral, Florida, to be utilized by Miami-Dade Elections Department, as warehouse and administrative office space, for an initial five-year term, with three, five-year options to renew, with total fiscal impact of $13,299,723.10 for the initial five-year term and $54,012,275.16 for the three, five-year options to renew; authorizing the County Mayor to execute the same; and authorizing the County Mayor to exercise any and all other rights conferred therein, including rights to extend or terminate; authorizing the County Mayor to negotiate and enter into agreement with Landlord for use of adjacent warehouse space and parking if County is unable to obtain early access to premises with sufficient time to use during the 2022 General Election

Resolution No. R-687-22

The accompanying resolution was prepared by the Internal Services Department and placed on the agenda at the request of Prime Sponsor Chairman Jose "Pepe" Diaz.

Geri Bonzon-Keenan
County Attorney

GBK/ks

Memorandum MIAMI-DADE COUNTY

Date: July 19, 2022

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 PR International Corporate Park, LLC for Property Located at 9835 NW 14 Street, Building 19, Doral, Florida
Lease No.: 35-3032-028-0020-L01

Summary

This item is seeking additional space for the Elections Department (Elections) which will allow them to conduct both warehouse operations and administrative functions. Space constraints have been a constant challenge for the department. Since 2014, large elections have operated from four different locations: Elections Headquarters, a warehouse for equipment preparation and testing, an administrative space for voter registration and vote-by-mail staff and, a separate parking location to stage 120 trucks used to deliver and pick up equipment from 875 precincts and up to 33 early voting locations. Elections is charged with finding adequate and available locations annually to suit these operations, which can be difficult as needs for additional space across the County have grown.

In 2020, new state laws required additional public viewing areas for certain elections operations, further exacerbating space requirements. As Elections continues to adjust to growth, integrated new technology, and modified procedures to comply with state laws, space for operations has become less available. The Elections Department is not alone in its need for additional space to keep up with the changes in election administration. Both the Broward County Supervisor of Elections and the Palm Beach Supervisor of Elections are in the process of having new facilities built to suit current business needs. Both are scheduled to occupy their new facilities in 2023.

Recognizing this is not a sustainable model, in 2021, it was determined the most feasible solution was to lease a single location to accommodate space needs and allow Elections to operate from two locations instead of four. Securing this location, which is in close proximity to Elections Headquarters, will ensure efficient and successful election administration and address growing needs for the department.

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the Lease Agreement (Lease) between Miami-Dade County (County) and PR International Corporate Park, LLC, a foreign limited liability company ("Landlord"), for the use of property located at 9835 NW 14 Street, Building 19, Doral, Florida ("Premises"), to be utilized as a warehouse and administrative office space, on behalf of the Miami-Dade Elections Department.

The Lease will allow Elections to efficiently run operations for the current midterm elections, in a single centrally located facility.

Specifically, the Lease does the following:

- Approves the lease of a multi-use building, consisting of 56,000 rentable square feet of existing office space and 91,726 rentable square feet of warehouse space, which comprises a total of 147,726 rentable square feet of space, plus outdoor parking, consisting of 179 parking spaces surrounding the building: and

- Authorizes a lease term of five-years, with three, five-year options to renew (Attachment 1 to Resolution.)

- Allows the County to assign or sublease the Premises to an elected Supervisor of Elections without requiring the prior written consent of the Landlord.

Under the terms of the Lease, the initial five-year term and the County’s payment obligations commence on March 15, 2023, or the first day of the next month following the effective date of the resolution approving the Lease, whichever is later. However, the Landlord has agreed to provide the County with early access to the Premises at no cost to the County for a four-month period commencing no later than November 15, 2022 once the current tenant vacates the Premises, which is expected to occur no later than November 1, 2022.

If the County is not able to obtain early access to the Premises with sufficient time to use the Premises for the Elections Department’s operations during the General Election in November 2022, the Landlord has represented that it will provide the County with access in October 2022 to an adjacent warehouse space totaling approximately 111,059 gross square feet and surrounding parking for the Elections Department’s use until the Premises become available.

Scope
The Premises are located in Commission District 12, which is represented by Chairman Jose “Pepe” Diaz. Written notice of the Lease was provided to the Chairman.

Fiscal Impact/Funding Source
The fiscal impact to the County for the first year of the lease term is estimated to be $2,505,063.65. This amount is comprised of $1,883,506.56 (approximately $12.75 per square foot) in annual base rent. In addition, the Miami-Dade County Elections will pay to the Internal Services Department a lease management fee of $94,175.33, which is five percent of the annual base rent. As additional rent, the County shall reimburse the Landlord its pro-rata share of operating expenses, which are estimated to be $527,381.82 for the first year. The total projected fiscal impact to the County for the initial five-year term of the Lease is estimated to be $13,299,723.10 (including base rent, operating expenses and lease management fees). The Lease includes an annual rental increase of three percent beginning the second year, and each subsequent year thereafter. Should the County choose to exercise the three five-year options to renew, the fiscal impact for 15 years is estimated to be an additional $54,012,275.16.

The funding source is the General Fund. A termination clause was not granted within the first five-year term, due to the institutional ownership, other than for significant damage or destruction of the Premises.

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

2201 NW 79 Avenue, Doral, Florida - $14.95 per square foot on an annual basis. Tenant is responsible for paying its proportionate share of utilities, common area expenses, and certain services.

3340 NW 67 Avenue, Doral, Florida - $12.95 per square foot on an annual basis. Tenant is responsible for all the expenses of the property including real estate taxes, building insurance, and maintenance.

9000 NW 15 Street, Doral, Florida - $24.00 per square foot on an annual basis. Tenant is responsible for paying its proportionate share of utilities, common area expenses, and services.

Track Record/Monitor
The County has no record of negative performance issues with the Landlord. Cindy Ramos-Leal of the Internal Services Department is the Lease Monitor.

The Landlord’s authorized signatory is: Matthew McIntosh, Asset Manager and Vice President of PRISA LHC LLC.

Delegated Authority

This item authorizes the County Mayor or the County Mayor’s designee to execute the Lease, and to exercise all other rights conferred therein, including but not limited to, the right to exercise each of the three optional renewal terms set forth in the Lease.

This item also authorizes the County Mayor or County Mayor’s designee to negotiate and enter into an agreement with Landlord for use of an adjacent warehouse space and surrounding parking if the County is not able to obtain early access to the Premises with sufficient time to use the Premises for the Elections Department’s operations during the General Election in November 2022.

Background

Elections requires additional space to conduct both warehouse operations and administrative functions. Space constraints have been a constant challenge for the department. Since 2014, large elections have operated from four different locations: Elections Headquarters, a warehouse for equipment preparation and testing, an administrative space for voter registration and vote-by-mail staff and, a separate parking location to stage 120 trucks used to deliver and pick up equipment from 875 precincts and up to 33 early voting locations.

Changes to state laws required additional public viewing areas for election operations. This deficiency continued to increase due to multiple factors:

- The expansion of public viewing areas for ballot duplication and voting by mail-in ballots.
- The introduction of the current voting system and along with it, the necessary space for equipment preparation and testing.
- The use of paper ballots in the State of Florida and the associated records retention requirements.
- The preparation and testing of ballot-on-demand printers and electronic check-in stations.
- The implementation of new voting units available for voters with disabilities.
- Additional equipment installed due to growth of mail-in ballots.
- The increase in permanent and temporary workers due to changing laws, additional voting locations, new technologies, etc.
- The growing popularity of early voting, requiring larger space to accommodate voters.
- Increased number of observers at canvassing board meetings.
- Greater frequency of recounts.

Securing this location, which is near Elections Headquarters, will ensure efficient and successful election administration to satisfy growing needs.

ISD and the Elections surveyed County departments to identify available space in County-owned and County leased warehouses which could accommodate the storage needs of Elections and determined there was no available warehouse space to meet Election’s operational needs. In addition, ISD and Elections explored other properties in search of a warehouse that would provide favorable terms and would be more cost-effective for Elections. As a result of the extensive search, the subject Premises was identified.

Edward Marquez
Chief Financial Officer

MEMORANDUM

(Revised)

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

DATE: July 19, 2022

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(F)(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. 8(F)(5)
7-19-22

RESOLUTION NO. R-687-22

RESOLUTION APPROVING TERMS OF A LEASE AGREEMENT BETWEEN PR INTERNATIONAL CORPORATE PARK LLC, FOREIGN LIMITED LIABILITY COMPANY, AS LANDLORD, AND MIAMI-DADE COUNTY, AS TENANT, FOR PREMISES LOCATED AT 9835 NW 14 STREET, DORAL, FLORIDA, TO BE UTILIZED BY MIAMI-DADE ELECTIONS DEPARTMENT, AS WAREHOUSE AND ADMINISTRATIVE OFFICE SPACE, FOR AN INITIAL FIVE-YEAR TERM, WITH THREE, FIVE-YEAR OPTIONS TO RENEW, WITH TOTAL FISCAL IMPACT OF $13,299,723.10 FOR THE INITIAL FIVE-YEAR TERM AND $54,012,275.16 FOR THE THREE, FIVE-YEAR OPTIONS TO RENEW; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE SAME; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE ANY AND ALL OTHER RIGHTS CONFERRED THEREIN, INCLUDING RIGHTS TO EXTEND OR TERMINATE; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO NEGOTIATE AND ENTER INTO AGREEMENT WITH LANDLORD FOR USE OF ADJACENT WAREHOUSE SPACE AND PARKING IF COUNTY IS UNABLE TO OBTAIN EARLY ACCESS TO PREMISES WITH SUFFICIENT TIME TO USE DURING THE 2022 GENERAL ELECTION

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 hereby incorporates the foregoing recital as if fully set forth herein, and such recital is approved.

Section 2. This Board approves the Lease Agreement between PR International Corporate Park LLC, foreign limited liability company, as Landlord, and Miami-Dade County, as Tenant, for the premises located at 9835 NW 14 Street, Building 19, Doral, Florida 33172 (Folio

No.: 35-3032-028-0020), to be utilized by Miami-Dade County Elections Department as a warehouse and administrative office space, for an initial five-year term, with three, five-year renewal option periods, with a total fiscal impact to the County estimated be $13,299,723.10 for the initial five-year term and $54,012,275.16 for the three, five-year options to renew, in substantially the form attached hereto and made a part hereof.

Section 3. This Board authorizes the County Mayor or County Mayor's designee, to execute the Lease Agreement, to exercise all rights conferred therein, including any rights to extend or terminate the Lease Agreement, and to take all actions necessary to effectuate the same. This Board also authorizes the County Mayor or County Mayor's designee to negotiate and enter into an agreement with Landlord for use of adjacent warehouse space and parking if the County is unable to obtain early access to the Premises with sufficient time to use the Premises for the Elections Department's operations during the General Election in November 2022, provided that the County's obligations under any such agreement do not exceed the obligations already provided under the Lease Agreement.

The foregoing resolution was offered by Commissioner **Rebeca Sosa**, who moved its adoption. The motion was seconded by Commissioner **Sally A. Heyman** 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 19th day of July, 2022. 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

Basia Pruna
By:________________________
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

MBV

Michael B. Valdes

Attachment 1

LEASE AGREEMENT

by and between

PR International Corporate Park LLC
c/o Prudential R E Investors
("Landlord")

and

Miami-Dade County
a political subdivision of the State of Florida
("Tenant")

For the benefit of:

Miami-Dade Elections Department

Dated as of

____, 2022

Lease No.: 35-3032-028-0020-L01

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LEASE AGREEMENT

This Lease Agreement ("Lease") is dated ____, 2022, made between PR INTERNATIONAL CORPORATE PARK LLC C/O PRUDENTIAL R E INVESTORS ("Landlord"), a foreign limited liability company, whose principal place of business is located at 180 North Stetson, Suite #3275, Chicago, IL 60601, and Miami-Dade County, a political subdivision of the State of Florida, whose principal place of business is located at 111 NW First Street, Miami, Florida 33128 ("Tenant"). The following capitalized and bold faced terms, which have been placed at the beginning of this Lease for convenience, shall have the meaning set forth below.

BASIC LEASE PROVISIONS

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

2. **Building:** A warehouse property, consisting of 147,726 total adjusted square feet, plus outdoor parking, consisting of one hundred and seventy-nine (179) parking spaces, which surrounds the Building and are available to Tenant for parking on an exclusive basis as described herein.

3. **Address of the Building:** 9835 NW 14 Street, Bldg 19, Doral, Florida 33172.

4. **Land (including Folio No.):** 35-3032-028-0020, approximately 367,211 square feet and more particularly described on **Exhibit "A"** attached hereto.

5. **Premises:** The Premises shall consist of 147,726 square feet inclusive of approximately 56,000 square feet of existing office space as shown on the floor plan attached hereto as **Exhibit "B"** (the "Floor Plan").

6. **Project:** The Building, the Land and other buildings, improvements, driveways, parking facilities, loading dock areas, roadways, any rail tracks associated with the Building and similar improvements situated on the Land and easements associated with the foregoing or the operation thereof.

7. **Term:** The initial term of this Lease is for five (5) years, commencing on the Commencement Date and expiring five (5) years thereafter.

8. **Commencement Date:** The Lease shall commence on the latter of (i) the first day of the next calendar month following the effective date of the resolution passed by the Board of County Commissioners (the "Board") approving this Lease Agreement, so long as the required ten (10) day veto period for the County Mayor has passed, or has been waived; or (ii) if the ten (10) day veto period has not expired, or if the County Mayor has vetoed this Lease, then the Commencement Date shall be the date that it is approved by the County Mayor, or is subsequently approved by two/thirds vote of the Board (the "Commencement Date") or (iii) March 15, 2023 and shall expire on the date that is five (5) years following Commencement Date (the "Termination Date")' with the Landlord providing four (4) months of early access to the Building at no cost to Tenant beginning no later than November 15, 2022 (the "Early Access Date"), subject to the current tenant vacating the Premises prior to November 1, 2022. The Commencement Date through the Termination Date (the "Initial Term") and any extensions (the "Renewal Option Periods") thereof shall collectively be referred to as the "Term".

9. **Base Rent:** The base rent for the Premises (the "Base Rent") is Twelve and Seventy-Five Cents **(**$12.75) Dollars per square foot as described on **Schedule 1**.

10. **Rental Increase:** The Base Rent shall increase by approximately three (3%) percent annually on the anniversary of the Rent Commencement Date and shall be at the fair market value (as described in **Schedule 2, attached hereto**) during the Renewal Option Periods, if exercised as described on **Schedule 2 attached hereto**.

11. **Renewal Option Period(s):** Tenant shall have three (3), five (5) year renewal option periods to extend this Lease in accordance with the terms contained herein ("Renewal Option Periods"). The Tenant's rights and obligations pertaining to the Renewal Option Periods are described, in Section 2(b) of the Standard Lease Provisions of this Lease.

12. **Additional Rent:** All sums of money required to be paid by Tenant to Landlord pursuant to the terms of this Lease, except for Base Rent, unless otherwise specified herein, shall be considered additional rent ("Additional Rent") and shall be collectible by Landlord in accordance with the terms of this Lease. Except as otherwise specifically provided herein to the contrary, Additional Rent shall be due and payable within sixty (60) days after the Tenant's receipt of invoice together with reasonable supporting documentation.

13. **Service and Utilities:** Tenant shall directly contract and timely pay for the costs of the services and utilities used or consumed on the Premises in accordance with Section 5 of the Standard Lease Provisions.

14. **Operating Expenses:** Basic Operating Expenses (defined below) for the Building (including the Premises), Land and Common Areas (collectively, the "Property") are estimated to be Three Dollars and Fifty-Seven Cents ($3.57), per square foot. As a result, the Tenant, agreed upon, pro-rata share of the annual amount of the Basic Operating Expenses for the entire Property (Building 19) for the first lease year is Five Hundred Twenty Seven Thousand, Three Hundred Eighty-One Dollars and Eighty-Two Cents ($527,381.82), which amount shall be subject to an annual reconciliation, as described in Section 3 of the Standard Lease Provisions of this Lease. The amount paid monthly is Forty Three Thousand, Nine Hundred Forty-Eight Dollars and Forty-Nine Cents ($43,948.49).

15. **Tenant Improvements:** None; provided, however, that Landlord shall provide Tenant with a one-time reimbursement (not to exceed Fifty Thousand Dollars ($50,000.00) for the costs of purchase and installation of a generator to be installed by Tenant (the "Generator Reimbursement"). Landlord shall provide the Generator Reimbursement to Tenant within thirty (30) days of receipt of an invoice and reasonably supporting documentation of the costs for the generator. If Tenant does not utilize the entire Generator Reimbursement on or before December 15, 2023, Tenant shall not be entitled to any payment, credit or offset with respect to the same.

16. **Security Deposit:** None

17. **Landlord Improvements:** Landlord shall deliver the Premises with all structural, HVAC, mechanical, sub-grade electrical, sub-grade plumbing, and dock doors (collectively, the "Building Systems") in working order. Otherwise the Premises will be delivered in As-Is condition.

18. **Rent Commencement Date:** Tenant's obligation to pay Base Rent shall begin on March 15, 2023 the first day following completion of the fourth (4th) month from the Early Access Date and shall

continue through the remainder of the Lease term and the Renewal Option Periods unless so stipulated by the terms of this Lease, the "Rent Commencement Date".

19. **Permitted Use***:* General industrial/warehouse use and incidental office use related thereto.

20. **Proportionate Share:** The Tenant's pro rata share of the Building total square footage is estimated to be 100% of the 147,726 square feet.

21. **Holdover:** Should the Tenant elect to remain in the Premises beyond the Termination Date, the Tenant shall remain responsible for any and all of the obligations and/or responsibilities associated with this Lease, and the Rent shall be one hundred fifty (125%) percent of the Rent that is in effect immediately prior to the Termination Date for the first three (3) months of such holdover and two hundred percent (150%) thereafter. Landlord's acceptance of any holdover payment shall not serve as a waiver of Landlord's rights or remedies under this Lease, at law or in equity.

22. **Broker(s)**

Landlord's Broker: Fairchild Partners Inc.

Tenant's Broker: State Street Realty

Landlord and Tenant hereby represent and agree that Tenant shall not be responsible to any real estate broker or other person entitled to claim a commission as a result of the negotiation, execution and/or delivery of this Lease.

23. **Parking Spaces:** Tenant shall have the exclusive right to use the one hundred seventy-nine (179) parking spaces. Landlord shall not be responsible for enforcing Tenant's parking rights against any third parties. All motor vehicles (including all contents thereof) shall be parked in the Project's parking areas at the sole risk of Tenant, it being expressly agreed and understood Landlord has no duty to insure any of said motor vehicles (including the contents thereof), and Landlord is not responsible for the protection and security of such vehicles. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS LEASE, LANDLORD SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY PROPERTY DAMAGE OR LOSS WHICH MIGHT OCCUR IN THE PARKING AREAS OR AS A RESULT OF OR IN CONNECTION WITH THE PARKING OF MOTOR VEHICLES IN ANY OF THE PARKING SPACES.

24. **Place for Rent Payment:** All payments required to be made by Tenant to Landlord hereunder (or to such other party or at such location as Landlord may from time to time specify in writing) shall be made by Electronic Fund Transfer ("EFT") or Automated Clearing House ("ACH").

This Lease consists of the foregoing introductory paragraphs and Basic Lease Provisions (consisting of paragraphs 1 through 24), 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.

STANDARD LEASE PROVISIONS

1. **LEASE GRANT**

(a) Subject to the terms and conditions set forth herein, and in consideration of Tenant's agreement to pay rent hereunder, the Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises, located at 9835 NW 14 Street, Doral, FL 33172 consisting of approximately 147,726 rentable square feet of warehouse and office space, which is shown on the Floor Plan attached hereto as **Exhibit "B"** together with the exclusive right to one hundred seventy-nine (179) parking spaces, as well as 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, unreserved parking areas, common corridors, lobby areas, and restrooms (the “Common Areas”).

(b) The Tenant hereby acknowledges that it has inspected the Premises and hereby accepts the Premises in its current “as-is” “where-is” condition, with any and all faults, except to the extent that Landlord shall, at Landlord’s expense, deliver the Premises with all existing Building Systems in good working order. Tenant acknowledges that the Building and improvements in the Premises are suitable for the purpose for which the Premises are leased and Landlord has made no warranty, representation, covenant or agreement with respect to the merchantability or fitness for any particular purpose of the Premises,

(c) the Premises are in good and satisfactory condition,

(d) The Landlord hereby grants to the Tenant the exclusive right to use, in common with the Landlord and the other tenants of the Land, the portions of the Land intended to be used for common use, including, but not limited to parking lot areas if any, roads, driveways, passageways, landscaped areas, to the extent permitted by Landlord.

2. **TERM**

(a) The initial term of this Lease shall be for a period of five (5) years, and shall commence on the Rent Commencement Date and end on the Termination Date ("Term"). The date marking the beginning of the Lease shall be the Commencement Date, and shall be memorialized in a Letter of Commencement from Tenant to Landlord.

(b) Renewal Option(s). Subject to the provisions hereinafter set forth, the Landlord hereby grants to the Tenant the options to extend the term of this Lease, on the same terms, conditions, and provisions as contained in this Lease, except as otherwise provided on **Schedule 2**. The Landlord hereby grants the Tenant, three (3) additional five (5) year renewal option periods. The renewal option shall be exercisable in accordance with **Schedule 2.** Upon the Tenant exercising its option to renew, this Lease shall be renewed such rental amounts are described on **Schedule 2,** attached hereto.

(c) Holdover. If Tenant retains possession of the Premises after the expiration of this Lease, including any and all renewals or the earlier termination of this Lease, unless otherwise agreed in writing, such possession shall automatically become one of month-to-month tenancy, and the rent shall be at the "holdover" rent amount set forth in the Basic Lease Provisions, and all of the other terms and conditions of this Lease shall remain the same, and be applicable during such holdover period.

3. **RENT**

(a) Tenant's obligation to pay Base Rent, shall begin on the first day following completion of the fifth (5) month from the Commencement Date, such rental amounts are described on **Schedule 1** attached hereto.

(b All monthly installments of Base 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 and which will be paid no later than October 31 of each year.

(c) The term "Base Rent", Additional Rent, "Rent" or "rent" (the terms are interchangeable in this Lease) 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 Property.

(d) As Additional Rent, Tenant shall pay to the Landlord in advance on the first (1st) day of each calendar month on the same date that Base Rent is due, with the first (1st) payment commencing as of the Commencement Date: (i) Tenant's Proportionate Share of the Basic Operating Expenses associated with the Premises which are incurred during the Term of this Lease and any Renewal Option Period thereof. For purposes hereof "Basic Operating Expenses" are and shall mean the following (1) all costs and expenses incurred by the Landlord in maintaining the building including, but not limited to, Common Area utilities; maintenance, repair and replacement of all portions of the Project, including paving and parking areas, roads, roofs (except that Landlord is responsible for replacement of the roof), roof membrane, alleys, and driveways; mowing, landscaping, and exterior painting within the common areas of the Project fire sprinklers and fire protection systems, exterior lighting and Building Systems serving the Building or Project; amounts paid to contractors and subcontractors for work or services performed in connection with any of the foregoing; charges or assessments of any association or any restrictive covenants to which the Project is subject; fees payable to tax consultants and attorneys for consultation and contesting taxes; environmental insurance, environmental management fees and environmental audits; the cost of any insurance deductibles for insurance maintained by Landlord; security services, if any; trash collection, sweeping and removal; and additions or alterations made by Landlord to the Building which are made (1) in order to comply with Legal Requirements (other than those expressly required herein to be made by Tenant) provided that the cost of such additions shall be amortized on a straight line basis over a period equal to the useful life thereof for federal income tax purposes and included in Operating Expenses only to the extent of the amortized amount for the respective calendar year; (2) real estate taxes (defined below), (3) all dues, assessments, fees, charges, and levies of any nature charged to Landlord pursuant to any declaration, easement agreements, or other recorded covenants encumbering the Premises.

(e) Basic Operating Expenses shall not include those costs and/or expenses that are the sole financial responsibility of the Landlord, such as the Structural Elements of the Building. Additionally, the

Expenses shall not include any duplication of fees. The Expenses shall not include the costs of Landlord's wages, unemployment taxes, social security taxes, and assessments, the cost or expense to process or handle bills and/or invoices as well as other items typically performed by landlords in similar buildings located in Miami-Dade County, Florida. The Expenses, shall not include depreciation or amortization of the Building, interest on any amortization of debts, financing or refinancing costs, leasing commissions, legal expenses related to making or enforcing other leases, mortgages, ground rents or increases, Landlord's executive salaries, costs of tenant's improvements made specifically for the Tenant (and/or any other tenant), advertising and promotional expenses, inheritance, franchise, gains or income taxes, costs of remedial action for hazardous materials, and except to the extent Tenant has expressly agreed to incur all or a portion of the following costs pursuant to the terms of this Lease, costs of curing violations of any laws and other requirements of any public authorities existing on the date hereof and any fines or penalties payable with respect thereto.

(f) Landlord shall have the right to reasonably estimate in good faith the Basic Operating Expenses for each calendar year during the Term. However, notwithstanding the foregoing, annually, the Landlord shall, without request or demand, submit to the Tenant evidence of its cost in maintaining the Building and the Land (the "Reconciliation"), which shall include copies of invoices, credit card statements, and cancelled checks (front and back of cancelled checks). Upon evidence of any overpayment by the Landlord, as acknowledged or agreed to by the Tenant, the Tenant shall, within sixty (60) calendar days, reimburse the Landlord for the amount that the Landlord spent above and beyond the amount of the annual Expenses paid by the Tenant. Should, as a result of the Year-end reconciliation, it is determined that the Landlord was overpaid by the Tenant, then, within sixty (60) calendar days, the Landlord shall reimburse the Tenant or credit Tenant's base rent for any such sum paid by the Tenant.

(g) For the purposes hereof, "Real Estate Taxes" are all general and specific taxes pertaining to the Building and the Land including any existing and future assessments for road, sewer, utility and other local improvements and other governmental charges which may be lawfully charged, assessed or imposed upon the Landlord. The Landlord agrees that real estate taxes shall be determined as of the lowest amount assessed by any tax collector, or government agency (tax amount payable each year at the end of November). Real Estate Taxes shall not include income, capital levy, franchise, capital stock, gift, estate, or inheritance tax. The term "Assessments" shall include any and all so-called special assessments, license tax, business license fee, business income tax, commercial rental tax, levy, and/or charge against the Building and/or the Land, and for all intense and purposes for this Lease shall be considered Real Estate Taxes. If an Assessment is payable in installments, taxes for that year shall include the amount of the installment minus any interest due and payable as a result of the installments. For Real Estate Taxes and Assessments, if a change, particularly a reduction, in the real estate taxes is obtained for any year of the term, and the Landlord receives a refund, reimbursement, or other compensation, or lower valuation, estimation, or assessment, then the Real Estate Taxes for that year shall be automatically retroactively adjusted, and the Landlord, without demand, shall provide the Tenant with a credit against the next installment of Basic Operating Expense payment or refund within sixty (60) calendar days, at Tenant's election, based on such adjustment. Real Estate Taxes for the last year of the Lease shall be prorated to and including the date Tenant quits possession of the Premises. If the actual Real Estate Tax bill is not available to calculate the amounts due from Tenant during the last year of the Lease, Landlord shall be entitled to require use of the amount of Real Estate Taxes during the previous year for the sums due prior to the end of the Term.

(h) Tenant shall have the right, at its own expense and upon written notice given to Landlord no later than one hundred twenty (120) days after receipt of the Reconciliation, to inspect, review, and/or otherwise audit the books and records, of the Landlord pertaining to the Basic Operating Expenses. Upon the Tenant's written request, the Landlord shall promptly furnish to the Tenant, Landlord's bills, records, receipts, insurance certificates and policies relating to the Basic Operating Expenses for the immediately preceding calendar year. In the event that Tenant's examination reveals that an error has been made in the Landlord's determination of the costs and/or expenses associated with the Basic Operating Expenses, and Landlord agrees with such determination, then the amount of such adjustment shall be payable by Landlord to the Tenant or a credit shall be offered against Tenant's base rent obligations hereunder within sixty (60) days. In the event that Tenant's examination reveals that an error has been made in the Landlord's determination of the payment of cost and/or expenses for the Basic Operating Expenses, and Landlord disagrees with the results thereof, then Landlord shall have sixty (60) days to obtain a review by a Certified Public Accountant of its choice to determine the payment of costs and/or expenses for the Basic Operating Expenses. In the event Landlord's accountant and Tenant's reviewer are unable to reconcile their reviews of the Landlord's books and records, then both the Landlord's accountant and the Tenant's reviewer shall mutually agree upon an accountant, which cost shall be borne by both parties, and the determination by the independent accountant regarding the payment of costs and/or expenses for Basic Operating Expenses for the Building and the Land shall be conclusive.

(i) Payments for the Basic Operating Expenses shall be made monthly by the Tenant, based on Landlord's reasonable estimate of the current year's Basic Operating Expenses. This amount may be adjusted annually, as reasonably determined by the Landlord. Tenant shall pay any amount due on account of Landlord's year-end reconciliation within sixty (60) days of Landlord's invoice, which shall include copies of invoices, credit card statements, and cancelled checks (front and back of cancelled checks). Tenant shall pay any special assessment, if applicable, within thirty (30) days of Landlord's notice of same.

(j) Tenant represents that at the present time, there is no sales tax due on the Rent because of Tenant's status as a government entity. So long as Tenant is considered to be tax-exempt, Landlord will not collect, or attempt to collect, sales tax on any rent payments due under this Lease and all references to Florida sales tax shall not be applicable. If the law changes in this regard, then Landlord shall collect such sales tax from Tenant as may be required by law.

4. **PURPOSE**

(a) The Tenant shall use the Premises for the Permitted 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 without the prior written consent of the Landlord, unless expressly described herein this Lease. Tenant will use the Premises in a careful, safe and proper manner and will not commit waste, overload the floor or structure of the Premises or subject the Premises to use that would damage the Premises.

(b) The Tenant shall not, 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 or any declaration, easement agreement, or other recorded covenant encumbering the Premises, 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 or which is in violation of any recorded covenant. If any law(s) shall, be 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. Without in any way limiting the foregoing provisions, Tenant shall comply with all legal requirements relating to the Americans with Disabilities Act of 1990 (the "ADA"), as such may be amended from time to time, and all regulations promulgated thereunder, as it affects the Premises now or hereafter in effect, provided however that such obligation shall not include the addition or modification of any structural component to the Building.

(c) 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, or liability, 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.

(d) Outside storage, including storage of trucks and other vehicles, is prohibited without Landlord's prior written consent.

5. **SERVICES AND UTILITIES**.

(a) Water. Tenant during the term hereof shall pay all charges for water used by Tenant, which is separately metered, directly to the utility provider.

(b) Electrical. Tenant during the term hereof shall pay all charges for electrical services to the Premises used by the Tenant, which are separately metered, directly to the utility provider.

(c) Janitorial. Tenant, at its sole cost and expense, shall perform or cause to be performed janitorial and custodial services to the Premises.

(d) Waste Disposal. Tenant agrees to retain and be responsible for its own Waste removal services, during the term hereof, and shall pay for any and all charges for waste disposal services directly to their chosen provider.

6. **MAINTENANCE AND REPAIRS**

(a) Landlord's Duties. This Lease is intended to be a triple net lease; accordingly, Landlord's maintenance and repair obligations are limited to the replacement of the Building's roof and maintenance of the foundation piers and structural members of the exterior walls ("Structural Elements"), reasonable wear and tear and uninsured losses and damages caused by Tenant or a Tenant-Related Party excluded. The term "walls" as used in this, Section 6, shall not include windows, window frames, glass or plate glass, doors or overhead doors, door frames, special store fronts, dock bumpers, dock plates or levelers, or office entries, all of which shall be maintained by Tenant. Landlord shall also maintain in good repair and condition the parking areas and other common areas of the Building, including, but not limited to driveways, alleys, landscape and grounds surrounding the Premises, sprinkler valves, fire extinguishers, fire alarm, and alarm systems installed by Landlord as part of the Building, if any, and other building and mechanical systems serving the entirety of the Building, the cost of such maintenance, repair and replacement to be paid in accordance with Section 4 hereof. Tenant shall promptly give Landlord written notice of any repair required by Landlord pursuant to this, Section 6, after which Landlord shall have thirty (30) days to make all repairs; provided if such work reasonably takes longer than thirty (30) days to complete, Landlord shall not be in default hereunder if Landlord has commenced performance within the thirty (30) day period and at all times thereafter proceeds diligently to complete its obligations. In the event that the Landlord fails to commence such work within the thirty (30) day period, and diligently pursue it to completion, then the Tenant shall have the right, but shall not be required, to do such acts and expend such funds, at the expense of the Landlord, as are reasonably necessary to perform such maintenance and repairs. Notwithstanding the foregoing, Landlord hereby agrees to perform any obligation it has agreed to incur hereunder as soon as reasonably possible in the event of an "emergency," defined as an event which threatens the safety and/or well-being of the occupants of the Premises, or which prevents Tenant from continuing ongoing operations at the Premises.

In order to minimize any disruption to the Tenant's use of the Premises, the Landlord shall use commercially reasonable efforts (except in the case of an emergency) to notify the Tenant in advance, within at least seventy-two (72) hour notice of any maintenance and/or repairs to be performed in the Premises, and/or which will affect the Premises. Upon receiving the Landlord's notice of pending repairs and/or maintenance, the Tenant (except in the case of an emergency) shall reasonably consent to such work, and the Landlord shall, while being escorted by the Tenant, 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-business hours, to further minimize the impact upon the Tenant, and its employees. At any time when Tenant prevents Landlord's access or does not provide any required escort, Landlord's obligation to perform such maintenance or repairs shall be tolled without default or penalty to Landlord until Landlord has such access (or required escort) and Landlord shall have no liability whatsoever to Tenant for any damages or claims to Tenant's personnel or property if Landlord is not able to perform such maintenance or repairs or for any damage to the same caused by an emergency personnel.

(b) Tenant's Duties.

(a) 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 contained therein ("within the four walls") in a safe, clean, and neat condition, and otherwise in good order and repair (note, standard electrical and plumbing fixtures are not included). The Tenant shall maintain lavatory, toilet, wash basin, kitchen facilities, and any supplemental or at grade or above HVAC system (including all plumbing connected to said system installed by or on behalf of the Tenant), and, notwithstanding anything to the contrary, Tenant shall be responsible for compliance with **Exhibit C**, with Landlord's reasonable cooperation. Further, the Tenant shall pay for the cost of any repairs to the Premises, the Building, or the Land made necessary by any negligence or willful misconduct of the Tenant, or any of its agents, vendors, employees, licensees, or invitees. 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 for the benefit of the Tenant, the Tenant shall enter into a regularly scheduled preventative maintenance and service contract, at the Tenant's sole cost and expense, which contract shall be either through 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, and shall provide the Landlord with a copy of the same. Any third-party contract shall be subject to the Landlord's prior approval, which approval will not be unreasonably withheld or delayed. Such contract shall include, at minimum, all services recommended by the equipment manufacturer and must be effective within sixty (60) days of installation of such HVAC system. The Landlord shall maintain a copy of the manufacturer's warranty information, if any, and will cooperate with the Tenant to the extent warranty repairs are required.

7. **TAXES**

(a) Subject to reimbursement as provided below, Landlord shall pay all taxes, assessments, governmental charges, and fees payable to tax consultants and attorneys for consultation and contesting taxes (collectively referred to as "Taxes") that accrue against the Building or the Land during the Term. At Tenant's request the Landlord will provide Tenant with copies of the applicable tax bills. Landlord may contest the amount, validity, or application of any Taxes or liens thereof. If any tax or excise is levied or assessed directly against Tenant, or the Premises, or results from any alterations, additions, and/or improvements to the Premises made by Tenant, then Tenant shall pay such tax or excise as required by the taxing authority. Tenant shall be liable for all taxes levied or assessed against any personal property or fixtures placed in the Premises by Tenant even if levied or assessed against the Landlord. Tenant shall pay its Florida Sales Tax, if applicable, on a monthly basis along with its payment of Base Rent and Taxes.

(b) During each month of the Term, on the same date that Base Rent is due, Tenant shall pay Landlord an amount equal to 1/12 of the annual cost (prorated for any fractional calendar month), as estimated by Landlord, of Tenant's Proportionate Share (hereinafter defined) of Taxes for the Building or the Land. If Tenant's total payments of Taxes for any year are less than Tenant's Proportionate Share of actual Taxes for such year, then Tenant shall pay the difference to Landlord within 30 days after demand, and if more, then Landlord shall pay such refund to Tenant.

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 connections 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. Landlord hereby consents to Tenant installing and operating commercial laundry equipment during the entire term of the lease.

(b) All alterations, improvements, and/or additions to the Premises shall be deemed a fixture, and thereby a part of the real estate 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, 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 prior to 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, IT communication cabling and wiring, telephones, and other machines and equipment which are installed in the Premises by or for the Tenant, without expense to the Landlord, and can be removed without structural damage to, or defacement of, the Building or any portion of 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. 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, or the earlier termination thereof. Tenant may remain in the Premises up to five (5) 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 five (5) 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) Landlord shall provide contact information for the existing tenant at the Premises to Tenant and Tenant shall have the right to directly negotiate with such third-party for the conveyance of the following improvements and/or fixtures at the Premises to Tenant (the "Existing Personal Property"): all existing office cubicle partitions, all office furniture, and all warehouse storage racking systems.

(d) 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 canceled or modified without thirty (30) days prior written notice to the Landlord.

9. **AMERICANS WITH DISABILITIES**

Landlord shall be responsible to ensure that the Building and all common areas shall be constructed in accordance with the requirements for disabled individuals contained in the Americans with Disabilities Act of 1990 (the "ADA") and Section 553.501 et seq. of the Florida Statutes, as presently written and m effect on the Commencement Date of the Lease.

10. **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, as required by the Tenant to be kept and performed, 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) Subject to Tenant's reimbursement obligations for taxes and assessments pursuant to Section 3 above, Landlord shall pay any and all taxes and assessments so as not to jeopardize Tenant's use and occupancy of the Premises. The Landlord, the foregoing notwithstanding, 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.

11. **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, sublease, 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 but with prior written notice to Landlord, assign or sublease the Premises to a different agency or department of the Tenant, an elected Supervisor of Elections, and/or the State of Florida, including any department thereof at any time, and from time to time, so long as Tenant is not in default under this Lease; provided that such assignee or subtenant (i) shall not be a police or security agency which will bring weapons, suspects, detainees or any criminal evidence or contraband into the Building; (ii) shall not provide direct services to members of the general public or increase the foot traffic or wear and tear on the Building; (iii) shall use the Building and Premises for the Permitted Use and in compliance with all applicable laws, including, without limitation, zoning laws. Any assignment or sublease without the Landlord's prior written consent, as required herein, or in violation of the foregoing, 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.

(b) In the event of any assignment or subletting, the Tenant (Miami-Dade County) shall remain fully liable for the performance of all of the terms and conditions of this Lease, unless the Landlord, in writing, consents in its sole discretion 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 a copy of any proposed written assignment or sublease of the Premises, and to the extent then available a copy of any document pursuant to which any such assignment or sublease may be made, at least twenty (20) 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.

12. LIENS

Tenant has no express or implied authority to create or place any lien or encumbrance of any kind upon, or in any manner to bind the interest of Landlord or Tenant in, the Premises or the Project or to charge the rentals payable hereunder for any claim in favor of any person dealing with Tenant, including those who may furnish materials or perform labor for any construction or repairs. Tenant covenants and agrees that it will pay or cause to be paid all sums legally due and payable by it on account of any labor performed or materials furnished in connection with any work performed on the Premises and that it will save and hold Landlord harmless from all loss, cost or expense based on or arising out of asserted claims or liens against the leasehold estate or against the interest of Landlord in the Premises or under this Lease. Tenant shall give Landlord immediate written notice of the placing of any lien or encumbrance against the Premises and cause such lien or encumbrance to be discharged within ten (10) business days of the filing or recording thereof; provided, however, Tenant may contest such liens or encumbrances as long as such contest prevents foreclosure of the lien or encumbrance and Tenant causes such lien or encumbrance to be bonded or insured over in a manner satisfactory to Landlord within such ten (10) business day period. In accordance with the applicable provisions of the Florida Mechanic's Lien Law and specifically Florida Statutes, Section 713.10, neither the Premises nor any interest of Landlord in the Premises shall be subject in any way to any liens, including, without limitation, mechanic's liens or any type of construction lien, for improvements to or other work performed with respect to the Premises by or on behalf of Tenant. Tenant acknowledges that Tenant, with respect to improvements or alterations made by or on behalf of Tenant hereunder, shall promptly notify the contractor making such improvements to the Premises of this provision exculpating the Premises and Landlord's interest in the Premises from any such liens. Further, nothing in this Lease is intended to authorize Tenant to do or cause any work to be done or materials to be supplied for the account of Landlord, all of the same to be solely for Tenant's account and at Tenant's risk and expense. Throughout the Lease Term "mechanics' lien" is used to include any lien, encumbrance or charge levied or imposed upon all or any portion of, interest in or income from the Premises on account of any mechanic's, laborer's, materialman's or construction lien or arising out of any debt or liability to or any claim of any contractor, mechanic, supplier, materialman or laborer and shall include any mechanic's notice of intention to file a lien given to Landlord or Tenant, any stop order given to Landlord or Tenant, any notice of refusal to pay naming Landlord or Tenant and any injunctive or equitable action brought by any person claiming to be entitled to any mechanic's lien. Landlord may, at its option, record a document in the Public Records of the County in which the Premises is located which places of record the terms of this Section. If Tenant fails, within thirty (30) days after the date of the filing of the lien, to discharge such lien, Landlord may, but shall not be required or expected to, remove such lien in such manner as Landlord may, in its sole discretion, determine, and the full cost thereof, together with all Landlord's fees and costs, including attorneys' fees, shall be due and payable by Tenant to Landlord immediately upon Tenant's receipt of Landlord's invoice therefor. Tenant acknowledges that Landlord may post notice on the Premises of non-responsibility for such liens and, in such event, Tenant shall so advise all contractors, materialmen, suppliers and other persons performing work or providing services and/or supplies to the Premises on behalf of Tenant.

13. **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 of the Premises is reduced by the 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, 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 reasonably determined by the Tenant; or (ii) renders the Building inoperable or useless to the Tenant, this Lease shall terminate, with such termination being made effective thirty (30) 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 with respect 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 (provided Tenant's award does not reduce Landlord's award or attribute any value to the remaining leasehold interest). Nothing contained herein shall prevent or diminish the Tenant's right to deal on its own behalf with the condemning authority.

14. **ACCESS OR ENTRY BY LANDLORD**

(a) Upon 72 hours' prior written notice to Tenant (except in the event of emergency), the Landlord or Landlord's employees, agents, and/or contractors 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. 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, subject to the terms of Section 6 above.

(b) Landlord may also show the Premises to prospective purchasers, renters (but only within the last nine (9) months of the Term of this Lease), or lenders during regular business hours, and upon twenty-four (24) 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 Leased Premises. During the course of any such showing of the Premises, the Landlord, and/or its prospective purchasers, renters, or lenders shall be escorted by an employee of the Tenant throughout the Premises.

(c) Landlord shall repair, at Landlord's expense, and 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.

15. **SIGNAGE**

(a) All signs and symbols 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 building directories, shall be subject to the approval of the Landlord, which approval shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, subject to compliance with applicable law and any recorded covenants and restrictions affecting the Property, the Tenant shall be permitted to place its logo, and/or shield, and/or flag on or about the Property, at its own sole cost and expense without such being altered, changed, revised, and/or modified by the Landlord.

(b) The Tenant shall be entitled to have its name displayed on any and all existing Building directories, if any, and any outdoor monument sign, if any, at the Tenant's sole cost and expense.

16. **INSURANCE**

(a) Landlord's Insurance. The Landlord shall, during the term of this Lease, at its sole cost and expense (but subject to Tenant's reimbursement obligations for insurance premiums pursuant to Section 3 above), carry fire, windstorm, hail, flood (if in a 100-year flood zone), and extended coverage insurance on the improvements of the Premises and the Building to the full replacement value, together with such other insurance as Landlord may deem reasonably necessary.

(b) Tenant's Insurance. Landlord hereby acknowledges that the Tenant is self-insured, and therefore the Tenant shall not be required to secure any type of insurance coverage during the Term of this Lease. Tenant's self-insurance shall be of adequate coverages and amounts consistent with comparable tenants of comparable commercial buildings.

17. **RELEASE AND INDEMNIFICATION**

(a) The Landlord shall indemnify and hold harmless the Tenant and its officers, employees, agents and instrumentalities from and any 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 negligence of the Landlord or negligence of its employees, agents, partners, principals or subcontractors. Landlord shall pay all claims and losses in connections 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 reasonable attorneys' fees which may be actually incurred thereon. 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) The Tenant shall not be liable for any damage or injury which may be sustained by any party or person on the Premises, or in the Building, or on the Land, other than the damage or injury caused solely by the negligence of the Tenant, its officers, and employees, subject to the limitations of *Florida Statutes*, Section 768.28.

(c) Tenant and Landlord agree that Landlord shall not be responsible or liable to Tenant for bodily injury, personal injury or property damage occasioned by the acts or omissions of any other tenant of the Building or any other person except those damages occasioned by the negligent acts or omissions of Landlord or its officers, employees, or agents. The obligations under this Section 15 shall survive the expiration or earlier termination of this Lease for any reason whatsoever.

18. **HAZARDOUS MATERIALS**

(a) The Landlord represents and warrants to the Tenant that to Landlord's knowledge, no Hazardous Materials (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 in violation of any Environmental Laws (defined below) and the Land at all times complied in all material respects with any and all statutes, laws, rules, and/or regulations pertaining to Hazardous Materials (collectively, "Environmental Laws").

(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 of 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. The language in this section shall survive the early termination or expiration of this Lease.

(d) If Landlord's activities at the Property or Landlord's use of the Property (i) result in a release of Hazardous Materials that is not in compliance with Environmental Laws or permits issued thereunder; (ii) gives rise to any claim or requires a response under Environmental Laws or permits issued thereunder; (iii) causes a significant public health effect; or (iv) creates a nuisance, then Landlord shall, at its sole cost and expense: (A) immediately provide verbal notice thereof to Tenant as well as notice to Tenant in the manner required by this Lease, which notice shall identify the Hazardous Materials involved and the emergency procedures taken or to be taken; and (B) promptly take all action in response to such situation required by Environmental Laws.

(e) Throughout the Term, Tenant will prevent the presence, use, generation, release, discharge, storage, disposal, or transportation of any Hazardous Materials on, under, in, above, to, or from the Property, except that Hazardous Materials may be used in the Premises as necessary for the customary maintenance of the Premises provided that same are used, stored and disposed of in strict compliance with Environmental Laws.

(f) If Tenant's activities at the Property or Tenant's use of the Property (i) result in a release of Hazardous Materials; (ii) gives rise to any claim or requires a response under Environmental Laws or permits issued thereunder; (iii) causes a significant public health effect; or (iv) creates a nuisance, then Tenant shall, at its sole cost and expense: (A) immediately provide verbal notice thereof to Landlord as well as notice to Landlord in the manner required by this Lease, which notice shall identify the Hazardous Materials involved and the emergency procedures taken or to be taken; and (B) promptly take all action in response to such situation required by Environmental Laws, provided that Tenant shall first obtain Landlord's approval of the non-emergency remediation plan to be undertaken.

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

(a) If the Premises is damaged by fire, severe weather event, the elements, accident or other peril (any of such causes being referred to herein as a "Casualty"), subject to the provisions of this Section 17, Landlord will cause the damage to the Premises to be repaired. The following shall apply in the event of any Casualty:

(i) If the Premises is (A) damaged as a result of any cause or Casualty which is not covered by insurance obtained by Landlord, or for which the proceeds are insufficient to reconstruct, and Landlord does not elect to fund that deficiency within thirty (30) days of determination of the amount of the deficiency, (B) damaged or destroyed as a result of any cause or Casualty in whole or in part during the last year of the Term, or (C) if any mortgagee or other person entitled to the proceeds of the insurance does not consent to the payment to Landlord of insurance proceeds for the purpose of reconstruction, then in any of such events, either party may elect to terminate this Lease by giving to notice of such election to the other party within sixty (60) days of the later of (1) the date of the Casualty and (2) the date of Landlord's receipt of notice concerning (A) or (C) above. If a notice is given accordingly, the rights and obligations of Landlord and Tenant shall cease as of the date of termination specified in the notice, and Rent shall be adjusted as of the date of the Casualty.

(ii) If neither party elects to terminate the Lease pursuant to Section 17(a)(i), Landlord shall, following receipt of the relevant insurance proceeds, commence diligently to reconstruct (including any demolition in order to reconstruct), rebuild or repair, if necessary, the Premises. In no event shall Landlord be liable for damage to or restoration of Tenant's Property. Following completion of Landlord's work, Tenant shall promptly commence performance of its work, and shall diligently pursue the completion as soon thereafter as possible under the circumstance. If Landlord fails, subject to any force majeure factors, to complete the repairs within twelve (12) months following commencement thereof, Tenant shall have the right to terminate this Lease by delivering written notice to Tenant at any time before Tenant's receipt of Landlord's written notice that the Premises has been substantially restored.

(b) 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, in whole or in part, for Tenant's purposes; provided that the Casualty is not the result of any act of negligence by Tenant, or by any of Tenant's employees. Rent payments and other charges paid in advance for any such periods shall be credited on the next payment, if any, but if no further payments are to be made, any additional or remaining advance payments shall be refunded to Tenant.

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

(a) It shall be an "Event of Default" if: (i) Tenant shall fail to pay any installment of Base Rent or any other payment required herein when due, and such failure shall continue for a period of five (5) days from the date Tenant receives written notice that such payment was due; provided, however, that if Tenant fails to pay any installment of Base Rent or any other payment required herein when due more than two (2) times in any consecutive twelve (12) month period, then the third (3rd) such violation shall be deemed an Event of Default (without any notice); (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 thirty (30) calendar days after written notice thereof to Tenant by Landlord, or (iii) 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 ninety (90) days; (iv) Tenant makes a general assignment for the benefit of creditors, or files a petition for bankruptcy, or other reorganization, liquidation, dissolution, or similar relief; (v) 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 ninety (90) calendar days; and/or (vi) 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; (vii) Tenant's interest under this Lease is taken upon execution or by other process of law directed against the Tenant; (viii) Tenant mortgages, assigns (except as expressly permitted in this Lease), or otherwise encumbers Tenant's interest under this Lease.

(b) If an Event of Default occurs, the Landlord may:

(i) without obligation to do so, and without releasing the Tenant from any obligation under this Lease, make any payment or take any action by self-help the Landlord may deem necessary or desirable to cure such Event of Default, and the reasonable cost thereof shall be reimbursed by the Tenant to the Landlord within thirty (30) days from Tenant's receipt of Landlord's written demand for reimbursement (such demand for reimbursement shall contain all supporting documentation, including, but not limited to invoices, cancelled checks, releases, photographs, and other evidence establishing that the work was completed and properly paid for by the Landlord);

(ii) terminate Tenant's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Premises to Landlord, in compliance with Tenant's surrender obligations under this Lease. In such event, Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default, including accrued Rent, the costs of recovering possession of the Premises, and costs incurred in reletting the Premises;

(iii) with or without terminating this Lease, after legal proceedings, retake possession of the Premises, remove Tenant's personal property from the Premises, and store the same such in a reasonable manner, at Tenant's expense, all without being liable for trespass, and relet or attempt to relet the Premises for Tenant's account, holding Tenant liable in damages for all costs incurred by Landlord in any such reletting and for any difference between the amount of rents received from such reletting and those due and payable under the terms of this Lease. If Landlord relets the Premises, Landlord shall have the right to lease the Premises or portions thereof for such periods of time and such rentals and for such use and upon such covenants and conditions as Landlord, in its sole and absolute discretion, may elect, and Landlord may make such repairs and improvements to the Premises as Landlord may deem necessary. Landlord shall be entitled to bring such actions or proceedings for the recovery of any deficits due to Landlord as it may deem advisable, without being obligated to wait until the end of the Term, and commencement or maintenance of any one or more actions shall not bar Landlord from bringing other or subsequent actions for further accruals;

(iv) declare all Rent due hereunder immediately due and payable, and thereupon all such Rent to the end of the Term shall thereupon be accelerated, and Landlord may, at once, take action to collect the same by distress or otherwise, at the then present value of such Rent (calculated using a discount equal to the yield then obtainable from the United States Treasury Bill or Note with a maturity date closest to the date of expiration of the Term) by distress or otherwise. If Landlord exercises such acceleration remedy and collects from Tenant all forms of Rent owed for the remainder of the Lease Term as set forth in this subsection, Landlord shall account to Tenant, on the original expiration date for amounts actually collected by Landlord as a result of any reletting of the Premises, net of all Tenant obligations and liabilities (including all recoverable costs) to Landlord; and/or

(v) exercise any other legal remedy permitted by law or equity by adjudication by a court of competent jurisdiction, on account of such Event of Default.

All remedies of Landlord under this Lease shall be cumulative, and the exercise of any such remedies shall not prevent the concurrent or subsequent exercise of any other remedy. Notwithstanding any other provisions hereof, Tenant shall not be in default under this Lease for failure to perform any act required of Tenant where such failure is due to inability to perform due to a force majeure event, or any other cause beyond Tenant's control.

21. **LANDLORD'S DEFAULT AND REMEDIES**

(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 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, then 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. Notwithstanding any other provisions hereof, Landlord shall not be in default under this Lease for failure to perform any act required of Landlord where such failure is due to inability to perform due to a force majeure event, or any other cause beyond Landlord's control.

(b) The liability of Landlord (and its partners, shareholders or members) to Tenant (or any person or entity claiming by, through or under Tenant) for any default by Landlord under the terms of this Lease or any matter relating to or arising out of the occupancy or use of the Premises and/or other areas of the Building or Project shall be limited solely to Tenant's actual direct, but not consequential, damages therefor and shall be recoverable only from Landlord's equity interest in the Premises and the profits and proceeds received therefrom (including, but not limited to, those proceeds received from insurance policies obtained pursuant to Section 14 of this Lease Agreement)., and Landlord (and its partners, shareholders, members, directors, employees or agents) shall not be personally liable for any deficiency nor shall any recourse be had to any other property or assets of Landlord.

22. **ATTORNEYS' FEES**

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, including but not limited to expenses associated with expert witnesses, whether incurred at trial, on appeal, or otherwise, the prevailing party shall be entitled to reimbursement of such fees from the non-prevailing party.

23. **TENANT'S SUBORDINATION TO MORTGAGE**

It is specifically acknowledged and agreed that by and between the Landlord and the Tenant that the Landlord has secured or may, from time to time in the future, secure a construction loan and/or mortgage on the Premises, the Building, and/or the Land, from a bank, savings and loan institution, insurance company, or other recognized lending institution; and that this Lease is and shall be subordinate to the lien of said construction loan and/or mortgage, and all renewals, extensions, modifications and replacements thereof; and the Tenant hereby agrees that it will execute such subordination and non-disturbance agreements, or other documents, such as an estoppel, as may be reasonably required by such lending institution, provided however, that the loan documents, mortgage, and/or subordination agreement, as the lending institution may direct, shall contain a provision which states, in effect, that the Tenant shall not be disturbed in its possession and occupancy of the Premises during the term of this Lease so long as no Event of Default by Tenant exists under this Lease. Further, the Tenant shall be required to complete within thirty (30) days of written request by Landlord such subordination and non-disturbance agreements, estoppels, and/or other documents, including, but not limited to, supplying current information on the status of this Lease, the status of any and all rental payments, the evidence and/or status of any liens or encumbrances against the Landlord, as well as the status or existence of any claims, complaints or causes of action against the Landlord.

24. **<u>CONDITION OF PREMISES AT TERMINATION</u>**

(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 at Landlord's sole cost and expense pursuant to the terms of this Lease with the exception of the demolition of any workspace constructed on the Premises after the commencement of the Lease. 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, cubicles, industrial warehouse racking systems, metal shelving, equipment, 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 occasioned 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.

25. **<u>NOTICES</u>**

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, DHL, or by the United States Postal Service, sent Certified Mail, return receipt requested, postage paid, and addressed to the party as follows:

To Tenant: Miami-Dade County
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, 28^{th} Floor Miami, Florida 33128
To Landlord:	PR International Corp Park LLC c/o PGIM Real Estate 3350 Peachtree Road, NE Suite 800 Atlanta, GA 30326 Attention: Matthew McIntosh and Paul Aukstolis
with a copy to:	Stroock & Stroock & Lavan 1875 K Street, N.W., Suite 800 Washington, D.C. 20006 Attention: Jeffrey R. Keitelman

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, overnight courier, or by email and the recipient has sent a non-automatic reply message indicating the receipt of the sender's message, 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. **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, the Building and the Land, and the 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 hereby grants the Tenant an easement for ingress/egress, access, parking, and for driveway purposes within the Common Areas of the Project.

27. **TENANT'S REPRESENTATIONS AND COVENANTS**

Tenant hereby represents and covenants to the Landlord the following:

(a) 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, subject to the approval of the Board of County Commissioner, and/or the County Mayor, or County Mayor's designee as set forth herein, which has been obtained as of the date hereof.

(b) Tenant understands that it has the right, at its sole cost and expense, to continue, or otherwise install a burglar alarm system for its benefit, and to install an antenna, cellular or booster system within the Premises, or specifically within the Building, to provide better cellular telephone reception primarily for the Tenant, and its employees; provided the same does not interfere with any Structural Elements or Building Systems. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS LEASE, IF TENANT DOES NOT PROVIDE KEYS OR CODES TO LANDLORD FOR ITS ALARM SYSTEM, LANDLORD SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY PROPERTY DAMAGE OR LOSS WHICH MIGHT OCCUR DUE TO THE INABILITY OF LANDLORD TO RESPOND TO ANY EMERGENCY SITUATION.

28. **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 in connection with a national emergency, disease (including, without limitation, delays arising out of the spread of any virus via epidemic), or by reason of any rule, order or regulation of any department or subdivision thereof of any government agency, any executive order, riots, insurrection, or another reason beyond their control, 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. Notwithstanding the foregoing, under no circumstances shall any holdover by Tenant, or the non-payment of money by either party or a failure attributable to a lack of funds on the part of either party be deemed to be (or to have caused) an event of force majeure, nor shall any force majeure event excuse the payment of Rent or any other amounts owed by Tenant under this Lease. The provisions of this section shall only apply if the delayed party complies with the following requirements: (i) when the delayed party has knowledge of the existence of a force majeure event, such party shall give prompt written notice thereof to the other party, within ten (10) days thereof (failing which, this section shall be waived with regard to such event) and (ii) the delayed party shall take commercially reasonable steps to attempt to remove, resolve or otherwise eliminate such occurrence while keeping the other party advised with respect thereto, and shall commence performance of its obligations hereunder promptly upon such removal, resolution, or elimination.

29. **RADON GAS**

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. This notice is provided pursuant to Section 404.056(5) of the Florida Statutes. Landlord makes no representation to Tenant concerning the presence or absence of radon gas in the Premises or the Building at any time or in any quantity. By executing this Lease, Tenant expressly releases Landlord from any loss, claim, liability, or damage now or hereafter arising from or relating to the presence at any time of such substances in the Premises or the Building.

30. **TRANSFER BY LANDLORD**

Landlord shall have the right to sell, convey, transfer or assign its interest in the Premises and this Lease, and upon the effective date of same, all covenants and obligations of Landlord under this Lease accruing as of such effective date shall cease, but such covenants and obligations shall run with the Land and be binding upon the Landlord's successors-in-interest, except as may be set forth in any mortgages encumbering the Premises. Landlord shall deliver to Tenant of a copy of the fully executed assignment instrument in which Landlord's assignee assumes all obligations of Landlord under this Lease accruing as of the effective date of the transfer.

31. **LANDLORD'S LIABILITY**

The term "Landlord" as used herein shall mean only the owner or owners at the time in question of the fee title or a tenant's interest in a ground lease of the Premises, and in the event of any transfer of such title or interest, Landlord herein named (and in case of any subsequent transfers then the grantor) shall be relieved from and after the date of such transfer of all liability as respects Landlord's obligations thereafter to be performed, provided that any funds in the hands of Landlord or the then grantor at the time of such transfer, in which Tenant has an interest, shall be delivered to the grantee. The obligations contained in this Lease to be performed by Landlord shall, subject to transfer of funds as aforesaid, be binding on Landlord's successors and assigns only during their respective periods of ownership. The liability of Landlord under this Lease shall be limited to Landlord's interest in the Premises and the profits and proceeds received therefrom (including, but not limited to, those proceeds received from insurance policies obtained pursuant to Section 14 of this Lease Agreement). In no event shall Tenant seek, and Tenant does hereby waive, any recourse against shareholders, members, partners, directors officers, employees and agents of Landlord and the shareholders, members, partners, directors officers, employees and agents thereof, or any of their respective personal assets for such satisfaction. Such exculpation of liability and limitation as to recovery and levy shall be absolute and without any exception whatsoever, and shall survive the expiration or earlier termination of this Lease. In no event shall Landlord or Tenant be liable under this Lease for consequential damages, regardless of claim or cause.

32. **SECURITY MEASURES**

Tenant hereby acknowledges that the Rent payable to Landlord under this Lease does not include the cost of guard service or other security measures, and that Landlord shall have no obligation whatsoever to provide any security measures whatsoever. Tenant assumes all responsibility for the protection of Tenant, its officers, agents, employees, licensees, or invitees, and any other persons on or about the Premises, as well as the property of any of the foregoing.

33. **MISCELLANEOUS**

(a) Severability. 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) Captions. 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) Relationship of Parties. 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) Recording. A Memorandum of this Lease or a full copy hereof, may not be recorded by either party. Further, the Tenant shall file a copy of the Lease with the Miami-Dade County Clerk of the Board of County Commissioners.

(e) 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.

(f) Entire Agreement. 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 Board, and signed by the County Mayor or the County Mayor's designee.

(g) Intentionally Omitted.

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

(i) 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 holiday, then such due date or cure period expiration date shall be postponed to the next following business day.

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

(k) 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.

(l) 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 if they were part of the Lease.

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

(n) 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.

(o) Brokers. Landlord and Tenant hereby represent and agree that no real estate broker or other person, other than as set forth in the Basic Lease Provisions. is entitled to claim a commission as a result of the negotiation, execution and/or delivery of this Lease and any such commission shall be paid by the Landlord. Under no circumstances shall the Tenant be liable to pay any broker's fees.

(p) Effectiveness. In no event shall any draft of this Lease create any obligation or liability, it being understood that this Lease shall be effective and binding only when a counterpart hereof has been executed and delivered by each party hereto. Landlord shall have the right to discontinue negotiations and withdraw any draft of this Lease at any time prior to the full execution and delivery of this Lease by each party hereto.

(q) Estoppel. Tenant agrees, from time to time, within ten (10) days after request of Landlord, to execute and deliver to Landlord, or Landlord's designee, any estoppel certificate requested by Landlord, stating that this Lease is in full force and effect, the date to which rent has been paid, that Landlord is not in default hereunder (or specifying in detail the nature of Landlord's default), the termination date of this Lease and such other matters pertaining to this Lease as may be requested by Landlord. Tenant's obligation to furnish each estoppel certificate in a timely fashion is a material inducement for Landlord's execution of this Lease and any failure of Tenant to timely deliver each estoppel certificate shall be deemed an Event of Default. No cure or grace period provided in this Lease shall apply to Tenant's obligation to timely deliver an estoppel certificate.

(r) Telecom Services. Tenant and its telecommunications companies, including local exchange telecommunications companies and alternative access vendor services companies, shall have no right of access to and within the Building, for the installation and operation of telecommunications systems, including voice, video, data, Internet, and any other services provided over wire, fiber optic, microwave, wireless, and any other transmission systems ("**Telecommunications Services**"), for part or all of Tenant's telecommunications within the Building and from the Building to any other location without Landlord's prior written consent. All providers of Telecommunications Services shall be required to comply with the rules and regulations of the Building, applicable Legal Requirements and Landlord's policies and practices for the Building. Tenant acknowledges that Landlord shall not be required to provide or arrange for any Telecommunications Services and that Landlord shall have no liability to a Tenant-Related Party in connection with the installation, operation or maintenance of Telecommunications Services or any equipment or facilities relating thereto. Tenant, at its cost and for its own account, shall be solely responsible for obtaining all Telecommunications Services.

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.

LANDLORD

PR INTERNATIONAL CORP PARK LLC LIMITED PARTNERSHIP,

By: Matthew McIntosh
Name: Matthew McIntosh
Title: Vice President

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

By:__________________________
Deputy Clerk

TENANT

MIAMI-DADE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA BY ITS BOARD OF COUNTY COMMISSIONERS

By: ___________________________________
Name: Daniella Levine Cava
Title: Mayor

Approved by the County Attorney as

To form and legal sufficiency. _________

SCHEDULE 1

SCHEDULE OF BASE RENT

Years	Square Foot Cost	Annual Base Rent	Monthly Base Rent
	PSF:	Annual	Monthly
1	$12.75	$1,883,506.50	$156,958.88
2	$13.13	$1,939,642.44	$161,636.87
3	$13.53	$1,998,732.84	$166,561.07
4	$13.93	$2,057,823.24	$171,485.27
5	$14.35	$2,119,868.16	$176,655.68

SCHEDULE 2

1. Renewal Term. So long as Tenant is not in default under the terms of the Lease, Tenant shall have the right and option to extend the Lease for three (3) periods of five (5) years each (any and all renewal periods shall be hereinafter referred to as a "Renewal Term"). A Renewal Term shall commence on the day following the Expiration Date in effect immediately prior to such renewal period and all the terms and conditions of the Lease shall continue to apply as if the term had originally included such Renewal Term, except that the Base Rent payable under the Lease shall be modified as hereinafter set forth. The right of renewal herein granted to Tenant with respect to the Renewal Term shall be subject to, and shall be exercised in accordance with, the following terms and conditions:

(a) Tenant shall exercise its right of renewal with respect to the Renewal Term by giving Landlord written notice thereof at least nine (9) months but no more than twelve (12) months prior to the Lease expiration date then in effect.

(b) In the event the renewal option notice is not given timely, Tenant's right of renewal with respect to the Renewal Term (and any subsequent Renewal Term, if applicable) shall lapse and be of no further force or effect.

(c) The renewal option may be exercised only with respect to the entire Premises, not with respect to only a part of the Premises.

(d) In the event there exists by Tenant a default under the Lease on the date the renewal option notice is sent or any time thereafter up to and including the date the Renewal Term is to commence, then, at Landlord's option, the Renewal Term shall not commence and the initial term shall expire at the date the initial term would have expired without such renewal.

(e) If at the time Tenant provides the notice described in Section 1(a) above, or any time thereafter until the Renewal Term is to commence, Miami-Dade County subleases any or all of the Premises or assigns the Lease in whole or in part, then, at Landlord's option, Tenant's rights pursuant to this Schedule 2 shall lapse and be of no further force or effect.

(f) Tenant's right to renew the term of the Lease under this Addendum shall be exercised only by Miami-Dade County, and may not be exercised by any assignee, subtenant or other transferee of Miami-Dade County.

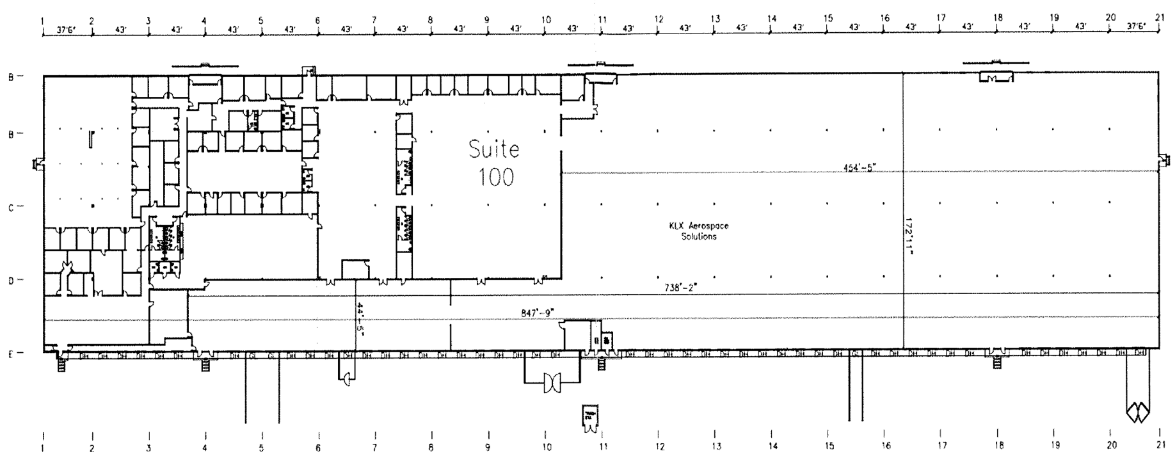
2. <u>Renewal Rent</u>. All terms and conditions of the Lease shall be applicable during the Renewal Term, except that the amount of Base Rent charged for each Renewal Term shall be the then "fair market value" in the Doral / Airport West submarket. If within thirty (30) days following delivery of Tenant's notice, Landlord and Tenant have not mutually agreed on the fair market value for the Renewal Term in question, then, at Tenant's option exercised by written notice to Landlord within five (5) days after the expiration of such thirty (30)-day period, the fair market value shall be determined by Brokers as hereinafter described. If Tenant does not timely elect the Broker method, its Option to Renew shall be deemed revoked. If Tenant does timely elect the Broker method, then, within ten (10) days after Tenant's election of the Broker method, each party shall give written notice to the other setting forth the name and address of a Broker (hereinafter defined) selected by such party who has agreed to act in such capacity, to determine the Prevailing Market Rent. If either party shall fail to select a Broker as aforesaid, the fair market value shall be determined by the Broker selected by the other party. The two (2) Brokers shall jointly appoint a third (3^{rd}) Broker within ten (10) days after the second (2nd) of the two (2) Brokers described above has been designated. Within ten (10) days after the selection of the third (3rd) Broker, Landlord's Broker and Tenant's Broker shall each submit their determinations of the fair market value to the third (3rd) Broker, time being of the essence. Within ten (10) days of receipt of such determination, the third (3rd) Broker shall determine the fair market value by selecting either the Landlord Broker's determination or the Tenant Broker's determination based upon the third (3rd) Broker's assessment of which of such two (2) determinations is the most accurate assessment of the fair market value in the third (3rd) Broker's professional judgment. If either Landlord's Broker or Tenant's Broker fails to submit a determination of the fair market value to the third (3rd) Broker within the ten (10)-day period described above, then the third (3rd) Broker shall be deemed to have selected the determination timely provided. Within thirty (30) days after the fair market value is determined as aforesaid, the parties shall, at Landlord's option, execute an amendment to the Lease setting forth the new Base Rent to be paid for the Renewal Term in question. The failure to execute such an amendment shall not in any manner affect the terms of the Lease with respect to the applicable Renewal Term established pursuant to the terms of this Addendum. For the purposes of this Addendum, "Broker" shall mean a real estate broker licensed in the State of Florida, who has been regularly engaged in such capacity in the business of commercial leasing in the Doral / Airport West submarket for at least ten (10) years immediately preceding such person's appointment hereunder. Each party shall pay for the cost of its Broker and one-half (½) the cost of the third (3rd) Broker. Tenant shall continue to pay Additional Rent to Landlord in the nature of Operating Expenses (including increases) and Real Estate Taxes throughout the applicable Renewal Term in accordance with the terms of the Lease.

EXHIBIT "A"

Premises: 9835 NW 14 Street, Bldg 19, Doral, Florida, 33172
Folio: 35-3032-028-0020

EXHIBIT "B"

FLOOR PLAN OF THE PREMISES



WDC 91126132v6

EXHIBIT "C"

INDOOR AIR QUALITY SAFE PRACTICES
[SEE ATTACHED]