

Date: October 18, 2022

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

From: Daniella Levine Cava
Mayor



Agenda Item No. 8(F)(11)

Resolution No. R-993-22

Subject: Resolution Approving Terms of and Authorizing the Execution of Amended and Restated Lease Agreement between GRI-EQY (CONCORD) LLC., for Property Located at 3882 SW 112 Avenue, Space 20, Miami, Florida
Lease No. 30-4018-094-0010-L02

Summary

This item approves an Amended and Restated Lease Agreement ("Lease") between Gri-EQY (Concord) LLC. ("Landlord"), and Miami-Dade County ("County"), for the lease of approximately 3,000 rentable square feet of air-conditioned space, together with parking in common with other tenants, to be utilized by the Miami Dade Public Library System ("MDPLS") as its Concord Branch Library. MDPLS has been operating at this location since 2004, which is located at 3882 SW 112 Avenue, Space 20, Miami, Florida ("Premises"). The proposed Lease will be for an initial term of five years, with one, five-year renewal option. The projected fiscal impact to the County for the first year of the initial term is estimated to be \$168,596.84, which is comprised of \$116,370 for annual rent, \$5,818.50 for lease management fees to be paid to the Internal Services Department (ISD) for the management of the Lease, and \$46,408.34 for the estimated cost of utilities and services for the Premises. The projected cost to operate the library for the initial term and the renewal option (if exercised) is estimated to be \$2,140,403.08, of which funding will be provided by Library District revenues (Ad Valorem: Fund SL001). The County negotiated a Tenant Allowance in the amount of \$45,000, for the library to renovate the Premises and request the reimbursement of the Tenant Allowance within one year from the effective date of the Lease.

The County is responsible for the payment of all charges for water, waste disposal services, electricity and all other utilities associated with the Premises. The Landlord is responsible for the preventative maintenance of the building, common areas, roof, trash and refuse disposal, plumbing, electrical lines, fixtures and equipment, fire equipment, heating, ventilation, and air conditioning (HVAC) systems, and maintenance of the parking lot and landscaping. The current Lease Agreement expired on September 30, 2020, and MDPLS occupies the Premises in holdover status at a rate of 100 percent of the rent in place prior to the expiration of the Lease Agreement, which is \$9,415 monthly (\$112,980 annually). The new rental rate will be increased annually by three percent, each anniversary of the effective date. The County has the option to terminate the Lease for any reason by giving the Landlord at least 90 days advance written notice.

Recommendation

It is recommended that the Board of County Commissioners ("Board") authorize execution of the Lease between the Landlord, and the County, for the use of the Premises, located at 3882 SW 112 Avenue, Space 20, Miami, Florida. MDPLS has been utilizing this location as the Concord Branch Library since 2004. More specifically, the resolution does the following:

- Authorizes the lease of approximately 3,000 rentable square feet of air-conditioned space, located at 3882 SW 112 Avenue, Space 20, Miami, Florida, together with on-site parking in common with other tenants;
- Authorizes a lease term of five years, with one, five-year option to renew; and

- Waives the provisions of Resolution No. R-130-06 requiring agreements to be finalized and executed by all non-County parties for the Lease.

The effective date of the Lease is October 1, 2022.

Scope

The property is located in Commission District 10, which is represented by Commissioner Javier D. Souto. Written notice of the Lease was provided to the District Commissioner.

Fiscal Impact/Funding Source

The fiscal impact to the County for the first year of the Lease is estimated to be \$168,596.84, which is comprised of base rent in the amount of \$116,370, which is approximately \$38.79 per square foot, and a \$5,818.50 lease management fee that will be paid to ISD for administration, which amount is equal to five percent of the base rent. Additionally, there is an estimated cost of \$46,408.34, for the payment of utilities and services used at the Premises. The Landlord will provide to the County a \$45,000 allowance to be utilized towards interior renovation of the Premises, which renovation will be performed within one year of the effective date of the Lease to qualify for reimbursement of the allowance.

The County is responsible to pay for all charges for water, waste disposal services, electricity, and all other utilities associated with the Premises. The Landlord is responsible for the preventative maintenance of the building, common areas, roof, trash and refuse disposal, plumbing, electrical lines, fixtures and equipment, fire equipment, heating, ventilation, and air conditioning (HVAC) systems, and maintenance of the parking lot and landscaping. The total fiscal impact to the County for the initial five years of the Lease, and the one, five-year renewal option period, if exercised, is estimated to be \$2,140,403.08. The funding source is Library District revenues (Ad Valorem: Fund SL001).

The County currently pays \$112,980 annually.

ISD has conducted an in-house survey of the comparable rental values near this location to determine the subject property’s market rental value. The findings are provided below:

10969 SW 40 Street, Miami, Florida - \$40.00 per square foot on annual basis. Tenant is responsible for its proportional share of all operating expenses.

13780 SW 56 Street, Miami, Florida - \$40.00 per square foot on annual basis. Tenant is responsible for its proportional share of all operating expenses.

11423-11499 SW 40 Street, Miami, Florida - \$40.00 per square foot on annual basis. Tenant is responsible for its proportional share of all operating expenses.

Additionally, ISD conducted a search of available County-owned properties that could serve as an alternate location, but no appropriate sites were identified. MDPLS and ISD will continue to seek County-owned properties or other projects to replace remaining commercial leases that serve as library locations.

Track Record/Monitor

The findings of the due diligence process under Implementing Order 8-4 showed that the Landlord has been issued certain civil violation notices for violating the County’s code; however, the Landlord is working diligently with the County to cure said violations and come into compliance. Based on Administrative Order 3-29, the amount of the civil violation notices do not meet the “Enforcement threshold” limits, to prevent the County from entering into this Lease. Dr. Renée Forbes-Williams, of ISD will be responsible for the monitoring of the Lease, and Jesus Sanchez from the MDPLS will manage the Premises.

As required by Section 2-8.6.5 of the County Code, the following is the ownership structure of GRI-EQY (CONCORD) LLC:

- EQY Portfolio Investor (GRI) LLC - Sole Member and Manager of GRI-EQY (Concord) LLC
- Regency Centers, L.P. - Sole Member and Manager of EQY Portfolio Investor (GRI) LLC
- Regency Centers Corporation - General Partner of Regency Centers, L.P.

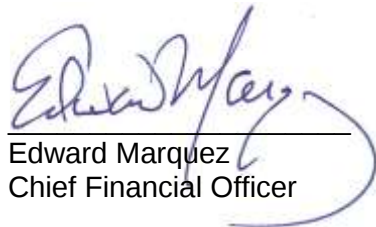
Delegated Authority

This item authorizes the County Mayor or County Mayor's designee to execute the Lease, and to exercise all other rights conferred therein.

Background

MDPLS has been providing library services from this location since 2004. The current Lease Agreement was approved by the Board through Resolution No. R-713-15, for a term of five years with no renewal options, and the Lease Agreement expired on September 30, 2020. Currently, the Concord Branch Library is operating on a month-to-month basis under the holdover provision of the Lease Agreement. The current holdover rate is equivalent to 100 percent of the monthly rent in effect prior to the expiration of the Lease Agreement. Negotiations for renewal of the Lease were extended due to unforeseen and unavoidable circumstances from the COVID-19 pandemic, and the shortage of staff in ISD's, Real Estate Development Division, in addition to the County's desire to obtain a longer lease term.

The County will have the right, at any time, without cause, to terminate the Lease by providing the Landlord with at least 90 days advance written notice.



Edward Marquez
Chief Financial Officer



MEMORANDUM (Revised)

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

DATE: October 18, 2022

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(F)(11)

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 Lemi-Cara Mayor

Veto _____

Override _____

Agenda Item No. 8(F)(11)

10-18-22

RESOLUTION NO. R-993-22

RESOLUTION APPROVING TERMS OF AND AUTHORIZING EXECUTION BY THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE, OF AN AMENDED AND RESTATED LEASE AGREEMENT BETWEEN GRI-EQY (CONCORD) LLC, A DELAWARE LIMITED LIABILITY COMPANY AS LANDLORD, AND MIAMI-DADE COUNTY, AS TENANT, FOR PREMISES LOCATED AT 3882 SW 112 AVENUE, SPACE 20, MIAMI, FLORIDA TO BE UTILIZED BY THE MIAMI-DADE PUBLIC LIBRARY SYSTEM AS ITS CONCORD BRANCH LIBRARY, WITH A PROJECTED TOTAL FISCAL IMPACT TO THE COUNTY IN THE AMOUNT OF \$2,140,403.08, FOR THE INITIAL FIVE YEAR TERM AND THE ONE, FIVE-YEAR RENEWAL OPTION PERIOD OF THE AMENDED AND RESTATED LEASE AGREEMENT; WAIVING THE PROVISIONS OF RESOLUTION NO. R-130-06; DELEGATING AUTHORITY TO THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO TAKE ALL ACTIONS NECESSARY TO EFFECTUATE THE SAME AND EXERCISE ANY AND ALL RIGHTS CONFERRED THEREIN

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 Amended and Restated Lease Agreement ("Lease") between GRI-EQY (CONCORD) LLC, a Delaware limited liability company, as Landlord, and Miami-Dade County, as Tenant, for the premises located at 3882 SW 112 Avenue, Space 20, Miami, Florida, to be utilized by the Miami-Dade Public Library System as its Concord

Branch Library, for an initial five-year term, with one, five-year renewal option period, with a projected total fiscal impact to the County in the amount of \$2,140,403.08 for the initial five year term, and the one, five-year renewal option period, in substantially the form attached hereto and made a part hereof.

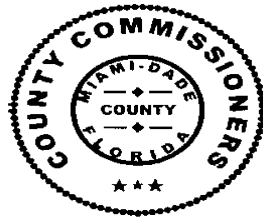
Section 3. This Board waives the requirements of Resolution No. R-130-06 requiring agreements to be finalized and executed by all non-County parties for the Lease, subject to final review and approval by the County Attorney's Office.

Section 4. This Board delegates the authority to the County Mayor or County Mayor's designee to execute the Lease, to take all actions necessary to effectuate the same and exercise any and all other rights conferred therein.

The foregoing resolution was offered by Commissioner **Rebeca Sosa**, who moved its adoption. The motion was seconded by Commissioner **Oliver G. Gilbert, III** 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	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 18th day of October, 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.

mjs

Melanie J. Spencer

AMENDED AND RESTATED LEASE AGREEMENT

THIS AMENDED AND RESTATED LEASE AGREEMENT (the "Lease Agreement") made on the ____ day of _____, 2022 by and between GRI-EQY (CONCORD) LLC, a Delaware limited liability company, hereinafter called the "LANDLORD," and MIAMI-DADE COUNTY, a political subdivision of the State of Florida, hereinafter called the "TENANT".

WITNESSETH:

That LANDLORD and TENANT desire to amend and restate that certain Lease Agreement dated October 1, 2015 (the "Prior Lease"), such that the terms and conditions of this Lease Agreement will supersede those set forth in the Prior Lease and the obligations of the parties with respect to the demised premises shall be governed by the terms and conditions of this Lease Agreement; accordingly, for and in consideration of the restrictions and covenants herein contained, LANDLORD hereby agrees to lease to TENANT and TENANT hereby agrees to lease from LANDLORD the demised premises described as follows:

3,000 rentable square feet of air-conditioned and heated office space, known in Landlord's internal records as space 20, located at 3882 S.W. 112 Avenue, Miami, Florida 33165, together with on-site parking in common with other tenants. (See Exhibit "A" attached hereto and made a part thereof).

The Building's square footage is 308,642 rentable square feet, of air-conditioned space of which 3,000 square feet of rentable square feet is to be occupied by TENANT as the demised premises. The demised premises is located within the shopping plaza identified by folio number 30-4018-094-0010.

The term "rentable" square footage (or area) shall have the meanings ascribed to it by the Building Owners and Managers Association International (BOMA) as the "American National Standard," as amended and in effect at the time of the execution of this Lease Agreement.

TO HAVE AND TO HOLD unto the said TENANT for an initial term of five (5) lease years, commencing on October 1, 2022 (the "Effective Date") and expiring five (5) lease years thereafter (the "Expiration Date"). The Effective Date and the Expiration Date shall be memorialized in a Letter of Commencement sent from Tenant to Landlord; provided, however, execution and delivery of such documentation shall in no event delay, or be required for the effectiveness of, any such dates. The base rent for such initial term shall be payable (in the amounts set forth in the schedule below) in advance on the first day of every month at GRI-EQY (Concord) LLC, P.O. Box 531703, Atlanta, GA 30353-1703 or such other place and to such other person as LANDLORD may from time to time designate in writing, or, as set forth herein. During the first (1st) through the fifth (5th) lease years, the base rental shall be as follows:

Period (Lease Year)	Monthly Rent	Annual Rent	Rate Per Square Foot
1	\$9,697.50	\$116,370.00	\$38.79
2	\$9,987.50	\$119,850.00	\$39.95
3	\$10,287.50	\$123,450.00	\$41.15
4	\$10,597.50	\$127,170.00	\$42.39
5	\$10,915.00	\$130,980.00	\$43.66

Notwithstanding anything in this Lease Agreement to the contrary, as a one-time concession, Landlord and Tenant acknowledge and agree that Landlord shall be permitted to retain rents paid by Tenant to Landlord for the period after the expiration of the Prior Lease but prior to the Effective Date; and Tenant does not owe Landlord any further rents for such period.

The rental payment for the month of October, each year, will be processed by the County after the close of the County's fiscal year on September 30th of each year, and which will be paid to Landlord no later than October 31st of each year, and shall not be deemed late. Therefore, the payment for each October may be delayed each year and LANDLORD is so acknowledging this fact without penalty to TENANT.

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

ARTICLE I USE OF DEMISED PREMISES

The area of the demised premises shall be used by TENANT for a Miami-Dade County Public Library for the performance of work incidental thereto, which will necessarily entail services performed for the general public, and for no other purpose, subject to the prohibited uses set forth on Exhibit "C".

ARTICLE II CONDITION OF DEMISED PREMISES; TENANT ALLOWANCE

TENANT hereby accepts the demised premises to be in a state of good repair and suitable for usage by TENANT as of the Effective Date of this Lease Agreement. Notwithstanding the foregoing, Landlord agrees to reimburse Tenant an amount not to exceed Fifteen Dollars (\$15.00) per rentable square foot of the Premises as a tenant finish allowance for "Permanent Improvements to the Premises" as hereinafter defined (the "Tenant Allowance").

[Miami Dade County Library][Lease][v2]

Initials: Landlord _____; Tenant _____

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INITIALED

Landlord shall pay the Tenant Allowance to Tenant within thirty (30) days after all of the following conditions have been met:

(a) If Tenant has engaged a general contractor, then Tenant has furnished to Landlord a copy of the final construction contract (including a reasonably detailed final scope of services and a reasonably detailed final cost breakdown) for such work and Landlord has inspected the Premises to confirm that the work set forth in such final construction contract has indeed been completed, or if Tenant has not engaged a general contractor, then Tenant has furnished to Landlord a reasonably detailed final cost breakdown for such work and Landlord has inspected the Premises to confirm that the work set forth in such final cost breakdown has indeed been completed. Landlord's inspection right set forth herein is intended solely for Landlord to confirm that the work has been completed and Landlord provides no representations or warranties to Tenant, express or implied, with respect thereto. Landlord shall perform its inspection after the completion of such work and within ten (10) days of the date Tenant provides to Landlord both (i) a written request for inspection including a copy of the final construction contract (including final scope of services and final cost breakdown) or the final cost breakdown, as applicable, as set forth above, and (ii) a certificate of occupancy from the governmental authority having jurisdiction (or an equivalent if the governmental authority having jurisdiction does not issue certificates of occupancy), as set forth in item (c) below.

(b) Tenant has furnished to Landlord original, final affidavits and original, final lien releases from Tenant's general contractor, if any, all subcontractors and all material suppliers for all labor and materials performed or supplied as part of such work (whether or not the Tenant Allowance is applicable thereto). Such affidavits and lien releases shall (i) be on Landlord's form if so requested by Landlord, (ii) specify on their face the work performed by and the total amount paid to the party providing such affidavit and/or lien release, (iii) be satisfactory to Landlord in establishing payment in full for all labor and materials which may form a predicate for a claim of lien against the Premises or any other portion of the shopping center, and (iv) otherwise be in form and substance acceptable to Landlord.

(c) A new certificate of occupancy, if required, from the governmental authority having jurisdiction (or an equivalent if the governmental authority having jurisdiction does not issue certificates of occupancy) has been delivered to Landlord.

(d) Tenant is open for business to the public in the entire Premises and has paid to Landlord rent for the first month and second month of the term after the Effective Date.

(e) Landlord has received a Form W-9, Request for Taxpayer Identification Number and Certification, executed by Tenant.

(f) Tenant is not in default under this Lease Agreement.

(g) Tenant has provided to Landlord a written request for payment of the Tenant Allowance, which written request shall specifically address Tenant's satisfaction of (i) the other conditions set forth above and include any documentation required by the other conditions set forth above, and (ii) any other conditions for payment of the Tenant Allowance expressly set forth elsewhere in this Lease Agreement and include any documentation required by such conditions (the "Tenant Allowance Request").

"Permanent Improvements to the Premises" specifically include without limitation labor and materials for the following areas (to the extent the same are included in Tenant's scope of work): demolition or removal of any existing items or improvements from the Premises; cleaning and/or trash removal; temporary utilities to the Premises during construction; portable restrooms; asbestos inspection; permit fees; plumbing (including fixtures and restrooms); electrical; lighting; floor slab; floor coverings (including without limitation custom flooring); walls; wall coverings (including without limitation paint); ceilings (including without limitation ceiling tile replacement); doors; utility meters; permanently affixed cabinetry and permanently affixed restaurant equipment such as kitchen hoods and walk-in coolers; HVAC equipment installation or replacement; fire system (i.e., sprinkler system) installation or replacement; fire system upgrades; firewalls; locks/glasswork; plans and specifications for such work; grease traps and affixed vents/ventilation equipment (such as without limitation venting on the roof); ADA ramps; and any specific repairs to existing permanent improvements (such as repairs to the floor slab or any existing plumbing, electrical, HVAC or fire systems including any inspection fees associated with such repairs). Any Permanent Improvements to the Premises shall remain in the Premises upon the expiration or earlier termination of this Lease Agreement unless otherwise requested by Landlord in writing. Notwithstanding the foregoing, "Permanent Improvements to the Premises" specifically exclude without limitation labor and materials for the following areas (to the extent the same are included in Tenant's scope of work): removable furniture, fixtures and equipment (e.g., removable shelving, computer equipment such as point of sale equipment and other computer equipment such as monitors, and removable restaurant equipment such as ovens and stoves); inventory; moving or relocation; any type of utility deposits; gift certificates; televisions or television equipment; telecommunications lines, telephones or telephone equipment; satellite dishes or satellite dish equipment; office supplies; mileage; food and/or entertainment; uniforms; security system; and Tenant's signage including, without limitation, permanently affixed signage and temporary, non-permanently affixed signage (such as temporary window signs and banners). If a particular area of work is not specifically included or excluded from Permanent Improvements to the Premises as set forth above, then Landlord shall determine whether the same should be included or excluded from Permanent Improvements to the Premises.

As provided above, Tenant acknowledges and agrees that the Tenant Allowance is intended to reimburse Tenant for Permanent Improvements to the Premises as defined above and

that in no event will the amount of the Tenant Allowance exceed Tenant's actual cost of Permanent Improvements to the Premises as evidenced by the lien releases required above and as determined in accordance with this Article.

If Tenant does not provide the Tenant Allowance Request to Landlord within three hundred sixty-five (365) days of the Effective Date, then Tenant shall be deemed to have waived, without the requirement of any notice, any right to the Tenant Allowance and Landlord's reimbursement obligation under this Article shall be deemed null and void and of no further force or effect.

ARTICLE III UTILITIES

TENANT, during the term hereof, shall pay directly to the utility company or to the service provider, all charges for water, janitorial, waste disposal services, electricity, and all other utilities used by TENANT.

ARTICLE IV MAINTENANCE

LANDLORD agrees to provide, repair or replace, as necessary, and maintain and keep in good repair, condition, and appearance, during the term of this Lease Agreement or any extension or renewal thereof, the exterior of the building and the following:

- Plumbing and electrical lines, fixtures, and equipment;
- Air-conditioning and heating equipment (referenced in Exhibit "B", HVAC System);
- Preventative Maintenance for the demised premises;
- Trash and refuse disposal;
- Halls, stairways, elevators, and lavatories;
- Roof and roof leaks;
- Windows, doors and frames (not covered by TENANT's Plate Glass Insurance Policy);
- Fire equipment, including inspection as required by applicable fire codes;
- Parking Area; and
- Landscaping, Walkways, Ground and Fencing.

LANDLORD, at its sole cost and expense, shall perform or cause to be performed in the demised premises during the term of this Lease Agreement (except for Saturdays, Sundays, and holidays) during working hours the aforementioned services as described above.

Upon the failure of LANDLORD to effect repairs or perform the above-stated services pursuant to this Lease Agreement after fifteen (15) days' written notification to do so by TENANT, TENANT may cause the repairs to be made and deduct their cost from the rental payments due until in each instance TENANT has fully recovered such costs in accordance with audited costs of repair furnished by TENANT to LANDLORD. In the event of an emergency,

[Miami Dade County Library][Lease][v2]

Initials: Landlord _____; Tenant _____

TENANT after proper notification to the LANDLORD and failure of the LANDLORD to take immediate action, may perform repairs that are the LANDLORD's responsibility and deduct their cost from the rent. TENANT shall provide to the LANDLORD documentation evidencing the actual cost of repairs. All of the aforesaid repairs shall be made with reasonable diligence and in a good and workmanlike manner.

TENANT shall be responsible for the interior of the demised premises including janitorial and custodial services. LANDLORD shall be responsible for providing a monthly maintenance contract for air-conditioning maintenance serving the demised premises.

ARTICLE V ALTERATIONS BY TENANT

TENANT may not make any alterations, additions, or improvements in or to the demised premises without the written consent of LANDLORD. All additions, fixtures, or improvements (except but not limited to office furniture and fixtures which are readily removable without injury to the demised premises) shall be and remain a part of the demised premises at the expiration of this Lease Agreement. Subject to the above, any removable partitions installed by TENANT within the demised premises shall remain TENANT's property and may be removed by TENANT upon the expiration of the Lease Agreement or any renewal or cancellation hereof. Throughout the term of this Lease Agreement, LANDLORD agrees to provide any additions, fixtures, or other improvements that TENANT may request, and TENANT shall reimburse LANDLORD for any such additions, fixtures, or improvements separately invoiced to the TENANT at the rates agreed upon with the LANDLORD for such services.

ARTICLE VI DESTRUCTION OF DEMISED PREMISES

In the event the demised premises or any portion thereof should be destroyed or so damaged by fire, windstorm, or other casualty, either party may cancel this Lease Agreement for its convenience by giving sixty (60) days written notice to the other at any time after the occurrence of the fire, windstorm, or other casualty. In the event of cancellation under this Article, neither party shall be responsible to the other party for any expense associated with the cancellation, and TENANT shall only be liable to LANDLORD for such rents as may be due as of the date of such fire, windstorm, or other casualty.

If neither party shall exercise the foregoing right of cancellation, LANDLORD shall cause the building and demised premises to be repaired and placed in good condition within one hundred twenty (120) days following the date of casualty, time being of the essence. If the demised premises sustained damages such that repairs cannot be completed within one hundred twenty (120) days, TENANT shall be entitled to cancel the Lease Agreement by the giving of written notice to LANDLORD at any time, notwithstanding the commencement of any repairs by

LANDLORD. TENANT shall not be liable for rent during such period of time as the demised premises be untenable by reason of fire, windstorm or other casualty.

In the event of partial destruction or damages to the demised premises which do not render the demised premises untenable, the rents shall be proportionately abated in accordance with the extent to which TENANT is deprived of use, occupancy or full enjoyment of the premises, unless TENANT exercises its right of cancellation as set forth above.

ARTICLE VII DISABLED INDIVIDUALS

LANDLORD understands, recognizes, and warrants to the best of its knowledge that all common areas are, and shall at all times be maintained, 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 as may be hereafter amended.

LANDLORD further warrants to the best of its knowledge that the demised premises and access thereto, including but not limited to rest rooms, hallways, entryways to the street, and accessible parking, if parking is provided under the Lease Agreement, shall be in compliance with the accessibility standards for government programs contained in the ADA and all requirements of Section 553.501 et seq. of the Florida Statutes. LANDLORD covenants and agrees that the demised premises and access thereto shall at all times be maintained in accordance with those requirements at LANDLORD's cost and expense, except where changes are required as a result of TENANT's change in program or work force.

LANDLORD agrees to correct any and all violations of the obligations of LANDLORD under this Section within thirty (30) days of written notice by TENANT of the existence of the same, provided that, if such violations cannot feasibly be corrected within said thirty (30) day period, then LANDLORD agrees to commence such repairs within said thirty (30) day period and to diligently pursue the completion of same within a reasonable period thereafter.

LANDLORD recognizes and agrees that, throughout the term of the Lease Agreement, TENANT may in its discretion change its employees or programs which operate from the demised premises. LANDLORD agrees that TENANT may, at TENANT's expense, make such changes to the demised premises or the access thereto as may be required by TENANT to accommodate disabled individuals or to provide program accessibility in connection with any such change in TENANT's programs or work force.

ARTICLE VIII NO LIABILITY FOR PERSONAL PROPERTY

All personal property placed or moved in the demised premises above described shall be at the risk of TENANT or the owner thereof. LANDLORD shall not be liable to TENANT for any damage to said personal property unless caused by or due to negligence or willful misconduct of LANDLORD, LANDLORD's agents or employees.

ARTICLE IX SIGNS

Interior and/or exterior signs will be of the design and form of letter to be first approved by LANDLORD, the cost of installation to be paid by TENANT. All signs shall be removed by TENANT at termination of this Lease Agreement and any damage or unsightly condition caused to the building because of or due to said signs shall be satisfactorily corrected or repaired by TENANT.

ARTICLE X LANDLORD'S RIGHT OF ENTRY

LANDLORD or any of its agents shall have the right to enter said demised premises during all reasonable working hours, upon the giving of twenty-four (24) hours' prior notice, unless an emergency exists, to examine the same or to make such repairs, additions, or alterations as may be deemed necessary for the safety, comfort, or preservation thereof of said building or to exhibit said demised premises and to put or keep upon the doors or windows thereof a notice "FOR RENT" at any time within sixty (60) days before the expiration of this Lease Agreement.

ARTICLE XI LIABILITY FOR DAMAGE OR INJURY

TENANT shall not be liable for any damage or injury which may be sustained by any party or person on the demised premises other than the damage or injury caused by the negligence of TENANT, subject to all limitations of Florida Statutes, Section 768.28.

ARTICLE XII PEACEFUL POSSESSION

Subject to the terms, conditions, and covenants of this Lease Agreement, LANDLORD agrees that TENANT shall and may peaceably have, hold, and enjoy the demised premises above described, without hindrance or molestation by LANDLORD.

ARTICLE XIII SURRENDER OF DEMISED PREMISES

TENANT agrees to surrender to LANDLORD at the end of the term of this Lease Agreement, or any extension thereof, said demised premises in as good condition as said

demised premises were at the beginning of the term of this Lease Agreement, ordinary wear and tear and damage by fire and windstorm or other acts of God excepted.

ARTICLE XIV
INDEMNIFICATION AND HOLD HARMLESS

LANDLORD shall indemnify and hold harmless the TENANT and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the TENANT or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to, or resulting from the negligence of the LANDLORD or negligence of its employees, agents, servants, 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 attorney's fees which may issue thereon. LANDLORD expressly understands and agrees that any insurance protection required by this agreement 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.

TENANT does hereby agree to indemnify and hold harmless the LANDLORD to the extent and within the limitations of Section 768.28, Florida Statutes, subject to the provisions of that Statute whereby the TENANT shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$200,000, or any claim or judgments or portions thereof, which, when totaled with all other occurrences, exceeds the sum of \$300,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise solely as a result of the negligence of the TENANT. However, nothing herein shall be deemed to indemnify the LANDLORD from any liability or claim arising out of the negligent performance or failure of performance of the LANDLORD or any unrelated third party.

ARTICLE XV
INSURANCE

LANDLORD acknowledges that TENANT is self-insured. As a result, TENANT is not required to provide any type of certificate of insurance to LANDLORD; however, any contractor(s) performing work on behalf of TENANT shall be required to provide a certificate of insurance prior to entering the Premises.

ARTICLE XVI
ASSIGNMENT OR SUBLET

TENANT shall not assign this Lease Agreement or any part thereof or sublet all or any part of the demised premises without prior written consent of LANDLORD, which shall not be unreasonably withheld. Any assignment or subletting consented to by LANDLORD shall be evidenced in writing in a form acceptable to LANDLORD.

ARTICLE XVII
SUCCESSORS IN INTEREST

It is hereby covenanted and agreed between the parties that all covenants, conditions, agreements, and undertakings contained in this Lease Agreement shall extend to and be binding on the respective successors and assigns of the respective parties hereto, the same as if they were in every case named and expressed.

ARTICLE XVIII
NOTICES

All notices by LANDLORD or TENANT, to the other party, shall be delivered by either hand delivery, or by a nationally recognized courier, such as Federal Express or DHL, or by the United States Postal Service, sent certified mail, return receipt requested, postage prepaid, and addressed to the party as follows:

TENANT:

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

With a copy to:

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

Ray Baker, Director
Miami-Dade Public Library System
101 West Flagler Street, 2nd Floor
Miami, Florida 33130

LANDLORD:

GRI-EQY (Concord) LLC
c/o Regency Centers Corporation
One Independent Drive, Suite 114
Jacksonville, Florida 32202
Attention: Legal Department

With a copy to:

Regency Centers, L.P
c/o Regency Center Corporation
6840 S.W. 40th Street, Suite 208
Miami, Florida 33155
Attention: Property Management

or to such other address as either party may designate in writing from time to time. If notice is delivered by hand, and signed by the recipient, the notice shall be deemed served on the date of such delivery. If notice is sent by courier, or by certified mail, then notice shall be deemed served

[Miami Dade County Library][Lease][v2]

Initials: Landlord _____; Tenant _____

three (3) business days after the date the notice was given to the courier or deposited in the United States Post Office receptacle, unless proof of earlier delivery is obtained or provided. Notices provided herein in this paragraph shall include all notices required in this Lease Agreement or required by law.

ARTICLE XIX OPTION TO RENEW

Provided TENANT is not otherwise in default of this Lease Agreement and TENANT has not assigned its interest in and to this Lease Agreement, TENANT through its County Mayor or the County Mayor's designee is hereby granted the option to extend this Lease Agreement for one (1) additional five (5) year renewal option period upon the same terms and conditions, except that base rent shall be as set forth in the table below, and (ii) LANDLORD shall have no obligation to make any improvements to the Premises (other than LANDLORD's ongoing maintenance, repair and replacement obligations set forth in this Lease Agreement). Other than the foregoing, there shall be no option to further renew this Lease Agreement. TENANT shall provide to the LANDLORD written notice at least one hundred eighty (180) days prior to the expiration of this Lease Agreement of its intention to exercise the renewal option.

Period (Lease Year)	Monthly Rent	Annual Rent	Rate Per Square Foot
1	\$11,242.50	\$134,910.00	\$44.97
2	\$11,580.00	\$138,960.00	\$46.32
3	\$11,927.50	\$143,130.00	\$47.71
4	\$12,285.00	\$147,420.00	\$49.14
5	\$12,652.50	\$151,830.00	\$50.61

ARTICLE XX TERMINATION RIGHTS OF TENANT

TENANT, through its County Mayor or the County Mayor's designee, shall have the right to terminate this Lease Agreement, or any portion thereof, at any time by giving LANDLORD at least ninety (90) days written notice prior to its effective date.

ARTICLE XXI HEATING, VENTILATION, AND AIR-CONDITINGS

LANDLORD acknowledges that it is responsible for providing and maintaining, at no cost or expense to TENANT, a good, sufficient, and safe heating, ventilation and air conditioning system to cool and heat the entire premises uniformly, and sufficient with TENANT's use of the

demised premises. LANDLORD shall be required to initiate and maintain a commercial HVAC system maintenance contract, which shall call for regular maintenance and service to such systems in accordance with industry standards.

ARTICLE XXII
WAIVER OF LANDLORD'S LIEN

LANDLORD, for itself and its successors and assigns, does hereby waive all rights to levy and/or distrain any and all lien rights accrued and accruing as to all personal property, machinery, fixtures, and equipment, affixed or otherwise, now or hereafter belonging to or in the possession of TENANT. Further, TENANT may at its discretion remove from time to time all or part of its personal property, machinery, trade fixtures, and equipment.

ARTICLE XXIII
FORCE MAJEURE

TENANT and LANDLORD shall be excused for the period of any delay and shall not be deemed in default with respect to the performance of any of the non-monetary terms, covenants, and conditions of the Lease Agreement when prevented from so doing by cause or causes beyond TENANT's or LANDLORD's control, excluding filing of bankruptcy, but which shall include, without limitation, all labor disputes, governmental regulations or controls, fire or other casualty, acts of God, or any other cause, whether similar or dissimilar to the foregoing, not within the control of TENANT or LANDLORD.

ARTICLE XXIV
LANDLORD'S DEFAULT

It shall constitute a default of this Lease Agreement by LANDLORD if, except as otherwise provided in this Lease Agreement, LANDLORD fails to observe or perform any of the covenants, conditions, or provisions of this Lease Agreement to be observed or performed by LANDLORD, where such failure shall continue for a period of thirty (30) days after written notice thereof from TENANT to LANDLORD; provided, however, that if the nature of LANDLORD's non-compliance is such that more than thirty (30) days are reasonably required for its cure, then LANDLORD shall not be deemed to be in default if LANDLORD commenced such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion. In the event of any such default by LANDLORD, TENANT may at any time thereafter bring an action for damages, termination, and/or injunctive relief (it being recognized that in such event TENANT is irreparably harmed for which there is no adequate remedy at law). No remedy of TENANT provided for in the Lease Agreement shall be considered to exclude or suspend any other remedy provided for herein, but the same shall be cumulative and in addition to TENANT's remedies at law or in equity.

ARTICLE XXV
WAIVER

If, under the provisions hereof, LANDLORD or TENANT shall institute proceedings and a compromise or settlement thereof shall be made, the same shall not constitute a waiver of any covenant herein contained nor of any of LANDLORD's or TENANT'S rights hereunder, unless expressly stated in such settlement agreement. No waiver by LANDLORD or TENANT of any provision hereof shall be deemed to have been made unless expressed in writing and signed by both parties. No waiver by LANDLORD or TENANT of any breach of covenant, condition, or agreement herein contained shall operate as a waiver of such covenant, condition, or agreement itself, or of any subsequent breach thereof. No payment by TENANT or receipt by LANDLORD of lesser amount than the monthly installments of rent (or additional rent obligations stipulated) shall be deemed to be other than on account of the earliest stipulated rent nor shall any endorsement or statement on any check or letter accompanying a check for payment of rent or any other amounts to LANDLORD be deemed an accord and satisfaction and LANDLORD may accept such check or payment without prejudice to or waiver of LANDLORD's right to recover the balance of such rent or other amount owed or to pursue any other remedy provided in this Lease Agreement. No reentry by LANDLORD and no acceptance by LANDLORD of keys from TENANT shall be considered an acceptance of a surrender of this Lease Agreement.

ARTICLE XXVI DEFAULT OF TENANT

If TENANT shall violate or fail to perform any of the conditions, covenants, or agreements herein made by TENANT, and if such violation or failure continues for a period of thirty (30) days after written notice thereof to TENANT by LANDLORD (except for failure to pay rent, which shall have a fifteen (15) day period for cure after written notice thereof to TENANT by LANDLORD) and further, if TENANT shall be diligently attempting to cure such failure to perform any conditions, covenants, or agreements, the time to cure such failure shall be extended for so long as TENANT shall diligently prosecute (such cure), then LANDLORD may proceed with any remedy available at law or in equity in the State of Florida or by such other proceedings, including reentry and possession, as may be applicable. All rights and remedies of LANDLORD under this Lease Agreement shall be cumulative and shall not be exclusive of any other rights and remedies provided to LANDLORD under applicable law.

ARTICLE XXVII ASSIGNMENT BY LANDLORD

If the interests of LANDLORD under this Lease Agreement shall be transferred voluntarily or by reason of foreclosure or other proceedings for enforcement of any mortgage on the demised premises, TENANT shall be bound to such transferee (herein sometimes called the "Purchaser") for the balance of the term hereof remaining, and any extension or renewals thereof which may be effected in accordance with the terms and provisions hereof, with the same force and effect as if the Purchaser were the LANDLORD under this Lease Agreement, and TENANT does hereby agree to attorn to the Purchaser, including the Mortgagee under any such mortgage if it be the Purchaser, as its LANDLORD, said attornment to be effective and self-operative without the execution of any further instruments upon the Purchaser succeeding to the interest of the LANDLORD under this Lease Agreement. The respective rights and obligations of

TENANT and the Purchaser upon such attornment, to the extent of the then remaining balance of the term of this Lease Agreement and any such extensions and renewals, shall be and are the same as those set forth herein. In the event of such transfer of LANDLORD's interests, LANDLORD shall be released and relieved from all liabilities and responsibility to TENANT thereafter accruing under this Lease Agreement or otherwise and LANDLORD's successor by acceptance of rent from TENANT hereunder shall become liable and responsible to TENANT in respect to all obligations of the LANDLORD under this Lease Agreement.

ARTICLE XXVIII NON-DISTURBANCE

The Lease Agreement shall be subordinate and subject to all ground or underlying leases and mortgages covering the fee of the property, or which at any time thereafter affect the property, and to all renewals, modifications, or replacements thereof; provided, however, that with respect to any ground lease agreement, underlying lease agreement, or mortgage subsequent to the date of this Lease Agreement, such subordination shall not be effective unless and until LANDLORD shall obtain from any and all such ground lessors, underlying lessors, and/or lenders a written agreement with TENANT wherein any and all such ground lessors, underlying lessors, and/or lenders shall agree that the Lease Agreement shall not be divested or in any way affected by foreclosure, other default proceedings, or other succession in interest by or under any ground lease agreement, lease agreement mortgage, or obligation secured thereby, so long as TENANT complies with the terms, conditions, and covenants of this Lease Agreement and performs its obligations under this Lease Agreement (said agreement being referred to herein as a "Non-Disturbance Agreement"). If LANDLORD shall so fail to obtain a Non-Disturbance Agreement from any ground lessor, holder of any mortgage, or underlying lessor, then the parties recognize that this Lease Agreement shall be and remain superior to any such ground lease agreement, underlying lease agreement, and/or mortgage entered into or executed subsequent to the date of this Lease Agreement. LANDLORD and TENANT agree that the terms, conditions, and covenants contained herein shall not be altered or affected by subsequent change in ownership of the Property by reason of foreclosure, conveyance, or otherwise. Any document purporting to transfer ownership in the Property, whether presently in existence or not, shall be subordinate to this Agreement, and subject to the terms, obligations, and covenants herein. In the event that a change of ownership in the Property results in any additional costs to TENANT by material alteration of the terms of this Lease Agreement, LANDLORD agrees to indemnify TENANT for such costs.

ARTICLE XIX LANDLORD'S RIGHT TO REPAIR

LANDLORD shall have access to all air conditioning and heating equipment and to all other mechanical, electrical, plumbing and utility installations servicing the Building and the demised premises upon twenty-four (24) hours prior written notice to TENANT, except in the

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event of an emergency, in which case such notice shall be reasonable under the circumstances. At the election of TENANT, LANDLORD shall be accompanied by an employee of TENANT, except in the event of an emergency. LANDLORD shall use its best efforts to minimize any interference to TENANT's usage of the demised premises during the exercise of any rights granted to LANDLORD herein. In the event that, because of the act or negligence of LANDLORD, its employees, agents, or contractors, LANDLORD shall fail to provide, or cause to be provided, to substantially all of the demised premises, air conditioning, plumbing (unless LANDLORD shall provide other facilities in the building), any elevator service or electricity for more than two (2) continuous business days, the rent shall equitably abate based on any substantial portion of the demised premises affected until the situation is corrected. Notwithstanding anything contrary to the above, any act caused by force majeure is not included herein.

ARTICLE XXX ESTOPPEL CERTIFICATES

LANDLORD and TENANT agree, at any time and from time to time, upon not less than thirty (30) business days prior written notice by such party, to execute, acknowledge, and deliver to the other a statement in writing:

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

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

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

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

ARTICLE XXXI AMENDMENT

All amendments to this Lease Agreement must be in writing and signed by LANDLORD prior to submittal to the Board of County Commissioners.

ARTICLE XXXII

ENVIRONMENTAL QUALITY

Without prejudice to any other obligation of LANDLORD pursuant to this Lease Agreement, LANDLORD shall at all times comply with the following requirements:

A. INDOOR AIR QUALITY. LANDLORD shall at all times maintain the Heating, Ventilating, and Air Conditioning System (HVAC) and shall perform at least the minimum periodic preventive maintenance on the HVAC system equipment as specified in the attached Exhibit "B", entitled HVAC System Preventive Maintenance For Leased Space, applicable to TENANT's premises.

B. Intentionally Deleted.

C. NOTICE OF PEST MANAGEMENT OPERATIONS. The use of pesticide sprays or dusts in the demised premises as part of pest control services shall only be used in places of infestation as demonstrated by sticky traps or other such devices observed by TENANT or but never as a preventative measure. Such spot sprays or dusts shall be only after normal working hours to allow for ventilation before TENANT employees re-enter TENANT premises. TENANT encourages LANDLORD to employ the use of traps, baits, or portable vacuums before resorting to pesticide sprays or dusts. LANDLORD shall give TENANT twenty-four (24) hours' notice prior to commencement of pest control services that include sprays or dusts with any kind of pesticide or other chemicals. LANDLORD shall provide reasonable assurance that any and all such chemicals are being handled in accordance with the Material Safety Data Sheet (MSDS) provided by their manufacturer.

D. NOTICE OF RENOVATION OPERATIONS. LANDLORD shall act to prevent the degradation of indoor air quality during any building renovation, remodeling, and similar activities that could allow off-gassing from embodied chemicals in construction materials, furniture, or equipment into spaces occupied by and common areas used by TENANT. LANDLORD and its designated contractor will use only nontoxic paint or other surface coatings and will cause the space to be continuously ventilated with outside air to prevent the build-up of chemical gases from construction materials, carpet, carpet glues, or other emissive materials during the buildout or renovation of the demised space.

ARTICLE XXXIII HOLDOVER

If TENANT, with LANDLORD's prior written consent, remains in possession of the demised premises after expiration of the term and if LANDLORD and TENANT have not executed an expressed written agreement as to such holding over, then such occupancy shall be a tenancy from month to month at a monthly rental, for the first month after expiration of the term, equivalent to one hundred percent (100%) of the monthly rental in effect immediately prior to expiration, such payments to be made as herein provided; and for each month after such first

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month, the monthly rental for such tenancy from month to month shall be equivalent to one hundred fifty (150%) of the monthly rental in effect immediately prior to the expiration of the term. Without imitating the foregoing, if TENANT, without LANDLORD's prior written consent, remains in possession of the demised premises after expiration of the term and if LANDLORD and TENANT have not executed an expressed written agreement as to such holding over, then such occupancy shall be a tenancy from month to month at a monthly rental, commencing with the first month after expiration of the term and continuing through the remainder of such holding over, equivalent to one hundred fifty percent (150%) of the monthly rental in effect immediately prior to expiration, such payments to be made as herein provided. In the event of such holding over, all of the terms of the Lease Agreement including the payment of all charges owing hereunder other than rent shall remain in force and effect on said month to month basis.

ARTICLE XXXIV RADON GAS

Radon is a naturally occurring radioactive gas, that, when it has accumulated in a building in sufficient quantities, may present a health risk to persons who are exposed to it over time. Levels of radon that exceed Federal and State guidelines have been found in building in Florida. Additional information may be obtained from your County public health unit.

ARTICLE XXXV GOVERNING LAW

This Agreement, including any exhibits or amendments, if any, and all matters relating thereto (whether in contract, statute, tort or otherwise) shall be governed by and construed in accordance with the laws of the State of Florida.

ARTICLE XXXVI WRITTEN AGREEMENT

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

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

IN WITNESS WHEREOF, LANDLORD and TENANT have caused this Lease Agreement to be executed by their respective and duly authorized officers the day and year first above written.

WITNESS:

LANDLORD:

GRI-EQY (CONCORD) LLC,
a Delaware limited liability company

By: EQY Portfolio Investor (GRI) LLC,
a Florida limited liability company
Its: Sole Member

By: Regency Centers, L.P.,
a Delaware limited partnership
Its: Managing Member

By: Regency Centers Corporation
a Florida corporation
Its: General Partner

Witness

Witness

(OFFICIAL SEAL)

By: _____
Thomas Meredith, V.P. – Market Officer

ATTEST:

TENANT:

HARVEY RUVIN, CLERK

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

By: _____
Deputy Clerk

By: _____
Daniella Levin Cava
County Mayor

Approved by the County Attorney as
To form and legal sufficiency:
Print Name: _____

EXHIBIT "A"

PARCEL I:

Tract A, CONCORD SHOPPING PLAZA, according to the Plat thereof, recorded in Plat Book 143, Page 27, of the Public Records of Miami-Dade County, Florida.

TOGETHER WITH:

PARCEL II:

Non-Exclusive easement to the use and benefit of the areas provided for parking and ingress, egress and passage, both pedestrian and vehicular, for parking and ingress, egress and passage, as defined in, and subject to Declaration of Easements and Restrictive Covenants filed in Official Records Book 9182, page 50; as re-recorded in Official Records Book 9183, Page 63, as said areas are constructed from time to time.

PARCEL III:

Intentionally deleted.

PARCEL IV:

The South 210 feet of the East 205 feet of the SE1/4 of the SE1/4 of the SW1/4 of Section 18, Township 54 South, Range 40 East; Dade County, Florida; less the South 50 feet thereof and less the Easterly portion thereof described as follows:

From the S.E. corner of the SE1/4 of the SE1/4 of the SW1/4 of Section 18, Township 54 South, Range 40 East, Dade County, Florida, run North along the East line of the SE1/4 of the SE1/4 of the SW1/4 of said Section 18 for a distance of 50 feet to the POINT OF BEGINNING, of the parcel of land to be used for street purposes herein-after described;

THENCE run North along the East line of the SE1/4 of the SE1/4 of the SW1/4 of said Section 18 for a distance of 160 feet to a point;

THENCE run S 89° 48' 27" W along a line lying 210 feet North of and parallel to the South line of the SE1/4 of the SE1/4 of the SW1/4 of said Section 18 for a distance of 45 feet to a point;

THENCE run South along a line lying 45 feet West of and parallel to the East line of the SE1/4 of the SE1/4 of the SW1/4 of said Section 18 for a distance of 135.08 feet to the point of curvature of a circular curve to the right, having as its elements a radius of 25 feet, a central angle of 89° 48' 27", and a chord-bearing of S 44° 54' 13.5" W;

THENCE run Southwesterly along the arc of said curve to the right for a distance of 39.19 feet to the point of tangency of said circular curve, said point lying 50 feet North of the South line of the SE1/4 of the SE1/4 of the SW1/4 of said Section 18;

THENCE run N 89° 48' 27" E along a line lying 50 feet North of and parallel to the South line of the SE1/4 of the SE1/4 of the SW1/4 of said Section 18 for a distance of 69.92 feet to the POINT-OF-BEGINNING.

Less and except any portion thereof described in Right of Way Deed to Dade County recorded in Official Records Book 3722 Page 338, Public Records of Miami-Dade County, Florida; and

Less and except Parcels 117 and 148 as described in Order of Taking recorded in Official Records Book 15785 Page 3152, of the Public Records of Miami-Dade County, Florida.

The site plan is presented solely for the purpose of identifying the approximate location and size of the improvements. Subject to the terms and conditions of this Lease Agreement, the layout and existing tenant locations/identities are subject to change without notice. As of the date of this Lease Agreement, those buildings depicted below which are either designated with the letters "NAP" (i.e., not a part) or are not shaded shall not be considered a part of the shopping center.

Concord Shopping Plaza

📍 11381 SW 40th Street, Miami, FL 33165



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Center Size: 308,642

SPACE	TENANT	SF
1	AVAILABLE	7,784
8	AVAILABLE	1,090
10	VIVIAN UNISEX	1,424
11	MUNCHIES CAFE	840
12	COCO FURNITURE GALLERY	3,960
13	HOME DEPOT	119,343
14	BIG LOTS	32,055
15	WINN DIXIE	78,000
16	RUSH LAUNDRY	2,133
17-18	MIAMI BARBER INSTITUTE	3,000
19	SALLY BEAUTY SUPPLY	1,500
2	DOLLAR TREE	14,800
20	MIAMI-DADE COUNTY LIBRARY	3,000
21-23	YOU FIT HEALTH CLUB	11,167
3	MENENDEZ DENTAL ASSOCIATES,P.A	1,200
4	BARBERS AT WORK	1,200
5	SUPER NAILS	2,260
6B	METRO PCS	1,420
7	CANO HEALTH	6,300
9	PINECREST BAKERY	1,406
OUT-1	MCDONALDS	4,300
OUT-2	TD BANK	3,960
OUT-3	AUTOZONE	6,500

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OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On : 8/29/2022

Property Information	
Folio:	30-4018-094-0010
Property Address:	11241 SW 40 ST Miami, FL 33165-4420
Owner	GRI EQY LLC
Mailing Address	PO BOX 2539 SAN ANTONIO, TX 78299
PA Primary Zone	6061 UC CENTER - MIXED USE CORRIDOR (MC) 4 MAX HT
Primary Land Use	1611 COMMUNITY SHOPPING CENTER : RETAIL OUTLET
Beds / Baths / Half	0 / 0 / 0
Floors	1
Living Units	0
Actual Area	349,295 Sq.Ft
Living Area	349,295 Sq.Ft
Adjusted Area	336,803 Sq.Ft
Lot Size	1,095,970 Sq.Ft
Year Built	Multiple (See Building Info.)

Assessment Information			
Year	2022	2021	2020
Land Value	\$28,495,220	\$28,495,220	\$28,274,595
Building Value	\$12,524,780	\$8,103,409	\$6,725,405
XF Value	\$0	\$0	\$0
Market Value	\$41,020,000	\$36,598,629	\$35,000,000
Assessed Value	\$40,258,491	\$36,598,629	\$35,000,000

Benefits Information				
Benefit	Type	2022	2021	2020
Non-Homestead Cap	Assessment Reduction	\$761,509		

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

Short Legal Description	
CONCORD SHOPPING PLAZA	
PB 143-27 T-17680	
TR A	
LOT SIZE 25.16 AC M/L	
F/A/U 30-4018-000-0730-0733-0734	



Taxable Value Information			
	2022	2021	2020
County			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$40,258,491	\$36,598,629	\$35,000,000
School Board			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$41,020,000	\$36,598,629	\$35,000,000
City			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$0	\$0	\$0
Regional			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$40,258,491	\$36,598,629	\$35,000,000

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
03/01/2008	\$0	26300-1972	Sales which are disqualified as a result of examination of the deed
01/01/2007	\$46,432,500	25306-2893	Sales which are qualified
05/01/1998	\$20,750,000	18125-4033	Sales which are qualified
05/01/1996	\$0	17224-2588	Sales which are disqualified as a result of examination of the deed

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

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EXHIBIT "B"

HVAC SYSTEM PREVENTIVE MAINTENANCE FOR LEASED SPACE

The following components are typically found in the Heating, Ventilating, and Air Conditioning (HVAC) systems in Miami-Dade County buildings; each component has the typical maintenance activity and minimum frequency noted:

- I. FILTERS- Applicable to all supply conditioned air to TENANT premises:
 - A. High-efficiency type (ASHRAE rated 8.5%)- preferred- changed every 2 years.
 - B. Electrostatic antimicrobial -minimum acceptable- cleaned every 30 days.
- II. OUTSIDE AIR INTAKE -applicable on all central systems:
 - A. Check for cleanness and operation if motorized louvers- filter preferred- quarterly.
- III. TEMPERATURE AND HUMIDITY- Temperature 73-78 degrees- Humidity 50-60%:
 - A. ASHRAE generally accepted comfort zone for South Florida.
 - B. Check controls and verify temperature and humidity are at or near guidelines- monthly.
- IV. AIR HANDLER- Separate type or self-contained in AC package unit as applicable:
 - A. Clean coils and check for leaks and loose connections- check quarterly.
 - B. Lubricate fan motors and check belts- quarterly.
 - C. Check air intake and exhaust - quarterly.
 - D. Check fan motors for overheating and vibration- quarterly.
 - E. Check structural frame for sturdiness- quarterly.
 - F. Check and clean contact points in switches- quarterly.
 - G. Check condensate drip pan for standing water. Clean and spray with algicide quarterly.
 - H. Check, remove trash, and clean condensate drain and trap- quarterly.
- V. COMPRESSOR- Separate or self-contained in AC package unit as applicable:
 - A. Check for indication of leakage- monthly.
 - B. Check pressure and temperature - quarterly.
- VI. PUMPS as applicable:
 - A. Inspect belts for damage, tension, and alignment- quarterly.
 - B. Check bearings and seals (motor and pump)- quarterly or semi-annually.
 - C. Check phase voltage and impeller- yearly.
- VII. COOLING TOWER as applicable:
 - A. Check water level- minimum monthly- prefer weekly.
 - B. Check oil level in gear reducers- monthly.
 - C. Check for leaks and excessive noise or vibration- monthly.
 - D. Check water quality/chemical treatment- monthly.
- VIII. BUILDING EXTERIOR:
 - A. Check for water infiltration into walls or above ceilings to prevent mold and mildew quarterly.
- IX. CEILING TILES:
 - A. Check and replace any ceiling tile that shows water stains to prevent mold spores quarterly.
- X. SUPPLY AND RETURN AIR DUCTS:
 - A. Remove ceiling diffuser and clean, check for visible sign of dirt around the opening or dirt coming out of duct openings on supply air diffusers- yearly. If they are dirty, then clean the ducts.

EXHIBIT "C"

PROHIBITED USES

This exhibit contains redacted language from exclusive use agreements applicable to the Premises and is being provided to Tenant for information purposes only. This Lease Agreement shall remain subject to all exclusives uses and restrictions that apply to the Premises that were in effect prior to the date hereof, pursuant to the terms of this Lease Agreement. Capitalized terms used in this exhibit shall have the meanings given to such terms in the applicable exclusive use agreement below, rather than the meanings given to such terms in this Lease Agreement. References to articles, sections, paragraphs, exhibits, attachments and addenda (such as, without limitation, references to site plans) shall mean the articles, sections, paragraphs, exhibits, attachments and addenda referenced in the applicable exclusive use agreement, rather than the articles, sections, paragraphs, exhibits, attachments and addenda referenced in and/or attached to this Lease Agreement.

AutoZone Stores LLC - Unit OUT-3 – Ground Lease dated August 25, 2014, §28 Protective Covenant/Easements

Landlord Use Restriction: Landlord represents, and Tenant acknowledges, that Landlord does not, as of the Effective Date, have control of or the right to approve the use of the Entire Premises, which is currently owned and occupied by SunTrust Bank. If at any time during the first seven (7) years of the Term, Landlord acquires ownership of or rights to approve the use of the Entire Premises, then thereafter for balance of such seven (7) year period [...] none of the foregoing shall use, suffer, permit or consent to the use or occupancy of the Entire Premises, save and except for the Demised Premises (the Demised Premises being expressly excluded from the provisions of this Section 28), as an auto parts store or for the sale of any automobile parts, supplies and/or accessories (the "Restriction").

Further, this Restriction shall not apply to any business whose principal business is a drugstore and/or pharmacy, grocery store, department store, variety store, hardware store, home improvement store or any other seller of a broad mix of general merchandise which sells auto (or similar) parts as an incidental (i.e., less than fifteen percent (15%) of premises) part of its general merchandise business; provided that, no business sells automobile carburetors, starters, brakes, alternators, fuel pumps, water pumps or other coolant pumps for off-premises installation. Further, this Restriction shall not apply to any then existing business, or to successors or assigns of tenants operating such then existing business, or any lease renewals, expansions, or extensions of leases for such then existing business.

Barbers At Work - Unit 4 – None.

Big Lots - Unit 14 - Lease dated November 23, 1992, §8.2, Restrictions on Landlord's Use

Landlord Use Restriction: Subject to Paragraph 8.2(b), Landlord covenants that no part of the Shopping Center shall be used for any of the following: (i) health, exercise or racquet club or spa, gymnasium, bowling alley, skating rink or other sports or recreational facility collectively exceeding an aggregate of 5,000 square feet of floor (it being understood that this clause shall not be construed to restrict the use of any part of the Shopping Center for a retail store offering for sale sporting goods); (ii) school, library or reading room collectively exceeding an aggregate of 7,500 square feet of floor area; (iii) house of worship, movie theater, auditorium or meeting hall; (iv) massage parlor, adult bookstore, a so-called "head-shop", off-track betting; (v) car wash, automobile body shop, or automobile, boat, trailer or truck leasing or sales; (vi) amusement park, carnival, banquet facility (except for the existing tenant located in space number 54, as shown on the Site Plan), dance hall or disco (unless such dance hall or disco is incidental to the existing banquet facility use permitted by this Paragraph 8.2(a)), nightclub or other entertainment facility, video game room, pool hall (except that a first-class upscale entertainment facility featuring pool or billiards similar in concept to the current operations of Society Billiards shall be permitted unless the same is located in space number 44, 35 or 16, as shown on the Site Plan), arcade or other amusement center; (vii) tavern or bar (unless such bar is incidental to a restaurant), hotel or motor inn, (viii) manufacturing or warehousing; (ix) offices (except incidental to a retail operation) located in space number 44, 35 or 16, as shown on the Site Plan or located elsewhere and collectively exceeding an aggregate of 7,500 square feet of floor area; (x) laundromat located in space number 44, 35 or 16, as shown on the Site Plan, or located elsewhere and exceeding 3,500 square feet of floor area; (xi) funeral parlor, animal breeding or storage, pawn shop, flea market or swap meet, junk yard; (Xii) uses which would require a

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variance or conditional use permit to allow a more intensive use of parking in the Common Area than otherwise permitted by law located in space number 44, 35 or 16, as shown on the Site Plan, or located elsewhere and collectively exceeding an aggregate of 5,000 square feet of floor area; (xiii) drilling for and/or removal of subsurface substances (unless required by law), dumping, disposal, incineration or reduction of garbage or refuse; or (xiv) any use which is unlawful or which constitutes a nuisance or produces objectionable noise, light or vibration, other than noise and/or vibration typically resulting from the construction or alteration of buildings or other improvements.

Cano Health – Unit 7 – Shopping Center Lease dated July 30, 2020, §28

Landlord will not lease in the future to any tenant in the Landlord's Building for the purpose of conducting within the Landlord's Building as its primary business the sale of: **primary care medical clinic offering multiple medical specialty services.**

It is understood that this exclusive shall not apply to: (i) any tenant (including any assignee, sublessee or other transferee thereof) pursuant to a lease existing as of the date of this Lease or any replacement of such existing tenant (including any assignee, sublessee or other transferee thereof) for substantially the same permitted use, whether such replacement tenant shall occupy the same or different premises; or (ii) any tenant (including any assignee, sublessee or other transferee thereof) offering a single medical specialty service from its entire premises (such as, without limitation, a dentist, optometrist, physical therapist or weight loss counselor). [...].

Notwithstanding anything to the contrary set forth above, Landlord reserves the right to lease (or consent to the use of) any space in the Landlord's Building without imposing any restriction on the use of such space to any tenant whose principal business at the time the lease is made (or consent is given) is that of a department store, junior department store, variety store, grocery store, drug store, or to any tenant initially leasing more than 5,000 square feet of GLA (including any assignees, sublessees or other transferees thereof) or to any tenant or occupant of any outparcel (including any assignees, sublessees or other transferees thereof) located in or adjacent to the Shopping Center, it being understood that Landlord shall not be obligated to restrict the use of any of such space in any manner whatsoever. [...].

CoCo Furniture & Gallery – Unit 12 – None.

DB Dental Care, P.A. – Unit 3 – None.

Dollar Tree – Unit 2 – Amended and Restated Lease Agreement dated April 30, 2003, §13 Exclusive

Tenant shall have an Exclusive for a single price point variety retail store. Landlord will not permit any other occupant in the Shopping Center to operate (1) a closeout store (except for Big Lots); (2) a retail variety store whose "principal business" (hereinafter defined) is (a) selling merchandise at a single price point; (b) selling gifts, cards, and other party supplies, or (c) selling artificial flowers and picture frames); or (3) retail operations with the word "Dollar" in their trade name. For the purpose of this Section, "principal business" shall be defined as selling such merchandise in twenty-five percent (25%) or more of the sales floor area (including one-half (1/2) of the adjacent aisle space).

Notwithstanding the foregoing, this exclusive shall not apply to (1) any tenant or occupant selling single price point apparel or (2) any current occupant or tenant of the Shopping Center who is operating under their current use clause as of the date of this lease; provided, however, in the event Landlord's consent is required for a change in permitted use, Landlord shall not consent to a change of any tenant's use which would violate Tenant's Exclusive Use.

Home Depot - Unit 13 – Lease dated February 7, 1991, §8.2 Exclusive

Tenant currently specializes in the sale of lumber, hardware items, plumbing supplies, electrical supplies, paint, wallpaper, carpeting, floor coverings, cabinets, siding, ceiling fans, gardening supplies, nursery products, outdoor furniture, pool supplies, and Christmas trees. Landlord hereby warrants and represents to Tenant that Landlord has not leased and will not lease any space in the Shopping Center as it currently exists or may be expanded to, or allow the use of any such space by, anyone whose principal business is, singularly or in the aggregate, the sale of any of the foregoing items so long as the principal use of the Premises is that of a home improvement center, and that

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Landlord has granted no exclusives and has entered into no restrictive use agreements other than those listed on Exhibit "D" attached hereto and made a part hereof. Landlord shall not, during the term of this Lease and during any extensions thereof, grant any exclusives to any Tenant occupying less than 5,000 square feet other than to an ethnic restaurant. The foregoing to the contrary notwithstanding the use of premises not in excess of 2,000 square feet of gross leasable area for the principal purpose of selling: (a) paint; (b) wallpaper; (c) ceiling fans; (d) floor coverings; or (e) furniture shall not be deemed to be a violation of the foregoing exclusive.

Lease dated February 7, 1991, §8.3 Restricted Uses

Landlord Use Restriction: Landlord hereby agrees that it will not lease any space or permit the use of any space within 300 feet of the exterior walls (or the center line of any common wall) of the Premises for use as a bowling alley, theatre showing either film, television or the like or live entertainment, health club in excess of 10,000 square feet, bar (other than incidental to a business operated primarily as a restaurant, or game or amusement room. No portion of the Shopping Center shall be used as an adult bookstore, flea market, so called "head shop", body and fender shop, car wash, automobile dealership or night club or for non-retail uses, provided, however, that Landlord may lease up to 10,000 square feet, in the aggregate, exclusive of the Premises, for non-retail use.

McDonald's - Unit OUT-1- Ground Lease dated June 8, 2015, G. Covenant Not to Compete

Landlord Use Restriction: Landlord agrees that the property shown as "Parcel 2" on Exhibit SCA 1 to the Shopping Center Addendum attached to this Lease (the "Restricted Property") will not, during the Term and any extensions of it, be leased, used or occupied as one of the following restaurants operating under the listed trade names, or operating under any successor trade names:

<i>Apollo Burgers</i>	<i>Astra Burgers</i>	<i>Back Yard Burgers</i>
<i>Bison Jack's</i>	<i>Bobby's Burger Palace</i>	<i>Burger 21</i>
<i>Burger King</i>	<i>Burger Street</i>	<i>Carl's Jr.</i>
<i>Checkers</i>	<i>Cheeburger Cheeburger</i>	<i>Crown Burgers</i>
<i>Culver's</i>	<i>DQ Grill & Chill</i>	<i>Elevation Burger</i>
<i>Fa/burger</i>	<i>Five Guys</i>	<i>Five Napkin Burger</i>
<i>Fuddruckers</i>	<i>Hardee's</i>	<i>Hires Big H</i>
<i>Iceberg Drive Inn</i>	<i>In-N-Out Burger</i>	<i>Jack in the Box</i>
<i>Jake's Wayback Burgers</i>	<i>Johnny Rockets</i>	<i>Krystal</i>
<i>Rally's</i>	<i>Roy Rogers</i>	<i>Shake Shack</i>
<i>Smashburger</i>	<i>Sonic</i>	<i>Steak 'n Shake</i>
<i>Wendy's</i>	<i>Whataburger</i>	<i>White Castle</i>
<i>Bojangles'</i>	<i>Brown's Chicken</i>	<i>Chick-fil-A</i>
<i>Popeyes</i>	<i>KFC</i>	

The restrictions described in this Article will not apply to (i) the existing tenants described in Exhibit D attached to this Lease (each, an "Existing Tenant"), or (ii) any transferee of an Existing Tenant provided that Landlord agrees that (1) if Landlord can withhold consent to any proposed transfer of the lease of any Existing Tenant (a "Transfer") in Landlord's sole discretion, Landlord will require any proposed transferee to take occupancy subject to the foregoing restrictions in favor of Tenant, and (2) to the extent that Landlord does not have the right to withhold consent to a Transfer in Landlord's sole discretion, Landlord will not consent to a Transfer that would permit a change of use that would enable such Existing Tenant's lease to violate the foregoing restriction in favor of Tenant, or (iii) any tenant or occupant occupying 30,000 or more of square feet.

Metro PCS - Unit 6B – None.

Miami Barber Institute – Unit 17-18 – None.

Miami-Dade County Library – Unit 20 –None.

Munchies Café - Unit 11- None.

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Pinecrest Bakery - Unit 9 - None.

Rush Laundry - Unit 16 – (Lease dated November 23, 1995, Exhibit "B", Restriction of Shopping Center, 1. The Restriction)

[...] Landlord will not execute any lease for space within the Shopping Center with a tenant whose Principal Business Activity is the operation of a coin laundry with wash and fold services. For the purpose of Exhibit "B ", Principal Business Activity is defined as a business activity in which fifty-one percent (51%) or more of the tenant's annual gross revenue is derived.

Exhibit B, §3. Exceptions. The following exceptions apply to the continued applicability of the Restriction:

(a) The Restriction shall not apply to any existing leases or tenants in the Shopping Center; nor shall it apply to renewals or extensions of leases which pre-date the date of this lease.

(b) The Restriction shall not apply to any land located outside the present boundaries of the Shopping Center.

Sally Beauty Supply Store #1754 - Unit 19 – None.

Super Nails - Unit 5 – None.

TD Bank - Unit OUT-2 – None.

Vivian Unisex - Unit 10 – Lease dated April 23, 1996, Exhibit B, Restriction of Shopping Center

Subject to the conditions and exceptions mentioned below, Landlord agrees that during the original term of this Lease Landlord will not execute any lease for space within the Shopping Center with a tenant whose Principal Business Activity is a full service, non-discount hair salon For the purpose of this Exhibit " B ", Principal Business Activity is defined as a business activity in which fifty-one percent (51%) or more of the tenant's annual gross revenue is derived.

EXCEPTIONS: The following exceptions apply to the continued applicability of the Restriction:

(a) The Restriction shall not apply to any existing leases or tenants in the Shopping Center; nor shall it apply to renewals or extensions of leases which pre-date the date of this lease.

(b) The Restriction shall not apply to any land located outside the present boundaries of the Shopping Center.

Winn-Dixie- Unit 15 – Lease dated June 8, 1984, §14

Landlord covenants that from and after the date hereof until the earlier of (i) the end of the Term or (ii) the date ("Cessation Date") on which the use of at least 35,000 square feet of Gross Floor Area of the Demised Premises as a supermarket, adequately stocked with merchandise employing adequate labor to operate the store during the hours and on the days observed by competitive supermarkets in the vicinity of the Demised Premises, shall have been discontinued for a period in excess of eight consecutive months, which period shall not include (1) any period during which the supermarket portion of the Demised Premises is being substantially repaired, altered, restored, changed, remodeled or renovated, (2) any period after damage or destruction by fire or other casualty or a Taking prior to full repair or restoration of the Demised Premises, or (3) any period during which the use of the supermarket portion of the Demised Premises is affected by any event or condition of the kind referred to in Section 34:

(1) Landlord shall not lease, rent or permit to be occupied as, a grocery or supermarket store, any premises in the Shopping Center (other than the Demised Premises), and Landlord shall not permit any occupant or occupants of the Shopping Center (other than Tenant) to sell meats, produce, cheese, poultry, fish, dairy, grocery or delicatessen products, or any other products customarily sold in grocery stores or supermarkets.

(2) Landlord shall not lease, rent or permit to be occupied any premises in the Shopping Center as a funeral parlor, house of worship, bowling alley, so-called "flea market", book store which excludes minors from any part

thereof or automobile repair shop, and Landlord shall not lease, rent or permit to be occupied any premises in Parcel A or Parcel B as an office (other than an office necessary for the operation of and ancillary to a permitted business).

(3) Landlord shall not permit any occupant or occupants of the Shopping Center (other than Tenant and permitted restaurant tenants, for consumption on the premises of such restaurants only) to sell or dispense beer, wine, liquor or other alcoholic beverages, except that Landlord may permit the sale of alcoholic beverages from one and only one store in the Shopping Center.

(4) Landlord shall not permit any occupant or occupants of the Shopping Center (other than Tenant) to operate a bakery or sell or dispense baked products in the Shopping Center, except that Landlord may permit baked products to be sold from one and only one bakery in the Shopping Center.

(5) Landlord shall not permit any occupant or occupants of Parcel A (other than Tenant) to sell or dispense, nor shall Landlord permit the existence on Parcel A of any establishment (other than the Demised Premises) for the sale or dispensing of, food or beverage for on-premises consumption, except that Landlord may permit such use in up to 3,000 square feet of Gross Floor Area located in the area designated as "Existing Retail" on Exhibit F and except for the continued use of the approximately 3,975 square foot catering hall for the balance of the term of its lease expiring in 1991 (but not beyond). The operation of an ice cream parlor where only ice cream and beverages may be consumed on or Off the premises shall not be deemed a violation of the foregoing covenant contained in this subparagraph (5).

(6) Notwithstanding anything to the contrary above, Landlord may permit (i) the sale or dispensing of food or beverage for on-premises consumption and ancillary take out/delivery service in establishments located on Parcels B and C and (ii) the operation of a drug store in any part of the Shopping Center. The sale by said drugstore of groceries or "supermarket type" products shall not be deemed a violation of the covenants set forth in paragraph (a) of this Section, provided that no more than 40 lineal feet of shelving in said drugstore and no more than 10% of the Gross Floor Area of said drugstore is used for the sale of such products.

(7) Landlord shall not construct or permit to be constructed (i) any building having more than one story anywhere in Parcels A or B, nor (ii) for 15 years from the Commencement Date, any building or improvement within the boundaries of the area formed by Parcels B and C and designated as the "Restricted Building Area" on Exhibit F, except that on the approximately one-acre site shown on Exhibit F as "One Acre Out Parcel" Landlord may construct a one-story building having a Gross Floor Area of not more than 8,000 square feet, which building Landlord may permit to be operated as a "fast-food" restaurant.

(8) Landlord shall not construct or permit to be constructed, any building or improvement on Parcel A except within the lines of the existing or proposed building pads located on Parcel A as shown on Exhibit F, and the sidewalks adjacent thereto. (Sec 14 (a)(1-8) of the Lease)

EXCEPTIONS: *Lease dated June 8, 1984, §14 Restrictive Covenants, (e):* Nothing contained in this lease shall be deemed to prohibit or restrict the operation within the Shopping Center the type of store typically operated in Florida from time to time as a "Luria" store by L. Luria & Son, Inc., a Florida corporation; provided, however, that as long as the Cessation Date has not occurred, a "Luria" store within the Shopping Center shall not be used in whole or in part for a bakery, supermarket, grocery store, drugstore having a registered pharmacist dispensing prescription drugs, or for any other use or purpose which would result in a violation of any of the restrictive covenants imposed upon Landlord in Section 14(a).

EXCEPTION: *Amendment to Lease dated July 31, 1987, 3:* [...] Landlord hereby consents to the following uses of Individual Stores: travel agency, costume jewelry store, ceramic objects store, shoe repair store, key and locksmith store, automatic teller machine for a bank. Landlord agrees not to grant any exclusive which would prohibit the sale of such goods and services; provided, however, that the foregoing is not to be construed to prevent Landlord's making leases for such uses on a non-exclusive basis.

You Fit Health Club- Unit 21-23 – Shopping Center Lease Agreement dated July 16, 2012, §3(A), ¶12

[...] Landlord hereby agrees that it shall not hereinafter lease space in the Shopping Center to a tenant who shall be authorized by its lease to carry on, as its primary principal business, the operation of a physical fitness center and tanning salon, where "primary principal business" means that greater than fifty percent (50%) of the Gross Leasable Area of such other tenant's premises is used as either or both a physical fitness center and/or a tanning salon. The foregoing exclusive shall include a tenant that, as its primary principal business, operates a women's only physical

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fitness center of two thousand (2,000) square feet or less (which would include those women's only physical fitness centers operated, as of the Effective Date, under the tradename Curves or Ladies Workout Express). The foregoing restriction shall not apply to (a) any existing tenant of the Shopping Center (or any such existing tenant's successors, assignees or sublessees), or (b) any tenant who shall at any time replace any such existing tenant (or any such existing tenant's successors, assignees or sublessees) whether such replacement tenant shall occupy the same or different premises in the Shopping Center, or (c) any tenant offering classes in any specialized physical disciplines (for example, without limitation, martial arts, sports skills training or dance), as opposed to fitness generally, or (d) any tenant operating a fitness and/or play center specializing in fitness and/or play for children (for example, without limitation, Kid Zone, My Gym or Kids First Swim School), or (e) any tenant operating a weight loss center (for example, without limitation, Weight Watchers, Jenny Craig or Lindora), or (f) any tenant offering tanning as an incidental service to another use (for example, without limitation, tanning is offered in conjunction with a hair or nail salon or a day spa), or (g) any tenant offering therapeutic services (for example, without limitation, physical therapy services, chiropractic services or medical services).