Memorandum

MIAMI-DADE COUNTY

Date: February 7, 2023

Agenda Item No. 8(F)(2)

To: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor

Daniella Levine Cava

Resolution No. R-61-23

Subject: Lease Agreement between Matthews Real Estate Partners, Ltd., and Miami-Dade County, for Property Located at 2124 NE 123 Street, Suite 210, North Miami, Florida 33181
Lease No. 06-2228-011-0540-L01

Summary
This item is for the approval of a Lease Agreement ("Lease"), between Matthews Real Estate Partners, Ltd. ("Landlord"), a Florida limited partnership, and Miami-Dade County ("County"), as tenant, for the lease of approximately 900 square feet of office space, together with the right to one reserved parking space, along with the non-exclusive right to use the common areas of the building and property with other tenants. The office space will be utilized by Miami-Dade County as a district office for the Commissioner of District 4. The proposed Lease has a four-year term, with one additional four-year option to renew. The estimated cumulative fiscal impact, which will be funded by Funding Source: G1001 is estimated to be $239,122.29, for the four-year term, and the four-year option to renew. This amount is comprised of $209,416.04 in base rent, $10,470.80 in lease management fees, which will be paid to the Internal Services Department ("ISD") to cover the cost for administration of the Lease, and an estimated amount of $19,235.45 for the build-out of the space. The projected fiscal impact to the County for the first year of the Lease is $40,235.45.

Recommendation
It is recommended that the Board of County Commissioners ("Board") approve the terms of, and authorize the execution of, the Lease between the Landlord and the County, for the use of the office space located at 2124 NE 123 Street, Suite 210, North Miami, Florida 33181 ("Premises"), to be utilized as a district office. More specifically, the resolution does the following:

- Authorizes the lease of approximately 900 square feet of office space, located at 2124 NE 123 Street, Suite 210, North Miami, Florida, 33181, together with the right to one reserved parking space, along with the non-exclusive right to utilize the common areas with other tenants; and

- Authorizes a lease term of four years, with one, four-year option to renew.

The Lease becomes effective on the first day of the month following the effective date of the resolution approving the Lease.

Scope
The Premises is located in Commission District 4, which is represented by Commissioner Micky Steinberg. Written notice of the Lease was provided to the District Commissioner.

Fiscal Impact/Funding Source
The fiscal impact to the County for the initial year of the Lease is estimated to be $40,235.45, which is comprised of $20,000 in base rent for a period of ten months (there is an agreed upon two month rent abatement), a lease management fee of $1,000, equal to five percent of the base rent, which will be paid to ISD for administration of the Lease, and an estimated amount of $19,235.45, which is to be utilized for the build-out of the Premises, as well as other installation costs. Noticeably, as part of the negotiation for the Lease, the Landlord agreed to a two-month period of no rent, which negotiation resulted in a savings of $4,000 to the County. Additionally, the Lease is a full-service lease, and therefore the base rent includes the electricity, water, pest control, janitorial and custodial services, and waste disposal. Exclusive of the rent abatement, the base rent represents an annual cost of $26.66

per square foot. The estimated cumulative cost in rent for the initial four-year term of the Lease, plus the four-year option to renew, is approximately $209,416.04, inclusive of approximately three percent annual increases in the base rent beginning on the second year of the Lease, and $10,470.80 in management fees, payable to ISD. The funding source is G1001, Chart Field Code: CC1040202, NO GRANT.

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

12000 Biscayne Boulevard, Miami, Florida - $35.00 per square foot on annual basis. Landlord is responsible for all operating expenses.

11900 Biscayne Boulevard, Miami, Florida - $35.00 per square foot on annual basis. Landlord is responsible for all operating expenses.

12101-12295 Biscayne Boulevard, North Miami, Florida - $28.00 per square foot on annual basis. Tenant is responsible for all operating expenses.

Track Record/Monitor

The County has identified that the property is encumbered with some minor County liens, which do not exceed any threshold amounts that would prohibit the County from entering into this contract with the Landlord. The Landlord is actively working to eliminate the liens in order to become fully compliant.

André Bouclé of ISD will be responsible for the monitoring of the Lease.

As required by Section 2-8.6.5 of Miami-Dade County Code, the following is the ownership structure of Matthews Real Estate Partners, Ltd.:

- Matthews Real Estate Partners, Ltd. is managed by Matthews Rep Management, LLC, a Florida limited liability company, which is the sole general partner. And the limited partner is Margot Matthews Revocable Trust
- Representatives of Matthews Rep Management, LLC, are the following:
- Margot Matthews, Manager
- Dan P. Heller, Manager
- Joseph P. Handy, Manager

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, including any rights to terminate the Lease, and to take all actions necessary to effectuate same.

Background

The County is entering into the Lease for the purpose of providing a district office for the District 4 Commissioner, who began her term in November 2022. The district office is necessary in order to serve and respond to the needs of constituents and the various communities within the district. The Real Estate Development Division of ISD negotiated and drafted the Lease for the Premises on behalf of the District Commissioner's Office. Pursuant to the terms and conditions of the Lease, the County will have the right to terminate the Lease early, without cause, upon sixty (60) days' advance written notice to the Landlord, without any penalty or financial contribution to the Landlord.

Edward Marquez
Chief Financial Officer

MEMORANDUM
(Revised)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: February 7, 2023

FROM: Geri Bonzon-Keenan
County Attorney

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

Please note any items checked.

_______ **"3-Day Rule" for committees applicable if raised**

_______ **6 weeks required between first reading and public hearing**

_______ **4 weeks notification to municipal officials required prior to public hearing**

_______ **Decreases revenues or increases expenditures without balancing budget**

_______ **Budget required**

_______ **Statement of fiscal impact required**

_______ **Statement of social equity required**

_______ **Ordinance creating a new board requires detailed County Mayor's report for public hearing**

___✓___ **No committee review**

_______ **Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____) to approve**

_______ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved ______________________ Mayor
Veto __________
Override __________

Agenda Item No. 8(F)(2)
2-7-23

RESOLUTION NO. R-61-23

RESOLUTION APPROVING, PURSUANT TO SECTION 125.031, FLORIDA STATUTES, THE TERMS OF AND AUTHORIZING EXECUTION BY THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE, OF A LEASE AGREEMENT ("LEASE") BETWEEN MATTHEWS REAL ESTATE PARTNERS, LTD., A FLORIDA LIMITED PARTNERSHIP, AS LANDLORD, AND MIAMI-DADE COUNTY, AS TENANT, FOR THE PREMISES LOCATED AT 2124 NE 123 STREET, SUITE 210, NORTH MIAMI, FLORIDA, TO BE UTILIZED BY THE MIAMI-DADE COUNTY DISTRICT 4 COMMISSIONER, AS A DISTRICT OFFICE, FOR A FOUR-YEAR TERM, WITH A FOUR-YEAR OPTION TO RENEW, HAVING A CUMULATIVE FISCAL IMPACT TO THE COUNTY ESTIMATED TO BE $239,122.29, INCLUSIVE OF BASE RENT FOR THE INITIAL AND RENEWAL TERMS IN THE AMOUNT OF $209,416.04, AND $10,470.80 FOR LEASE MANAGEMENT FEE, AND AN ESTIMATED $19,235.45 FOR TENANT IMPROVEMENTS; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE ALL RIGHTS CONFERRED THEREIN AND TO TAKE ALL ACTIONS NECESSARY TO EFFECTUATE SAME

WHEREAS, Matthews Real Estate Partners, Ltd., a Florida limited partnership ("Landlord"), owns certain real property located at 2124 NE 123 Street, Suite 210, North Miami, Florida ("Premises"); and

WHEREAS, Miami-Dade County ("County") desires to lease the Premises consisting of approximately 900 square feet of office space, together with the right to one reserved parking space, along with the non-exclusive right to use the common areas with other tenants, to be utilized by Miami-Dade County, specifically as a district office for the County Commissioner of District 4; and

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

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

Section 2. This Board hereby approves the Lease Agreement in substantially the form attached hereto as Exhibit A between the Landlord and the County, for the Premises, to be utilized by the Miami-Dade County, District 4 Commissioner, with an estimated cumulative cost for leasehold expenses of approximately $239,122.29, inclusive of $209,416.04 in base rent, $10,470.80 in lease management fees, and an estimated amount of $19,235.45 for tenant improvements, for the four-year term of the Lease Agreement, plus a four-option to renew, and all to be funded from the General Fund.

Section 3. This Board authorizes the County Mayor or County Mayor's designee, to execute the Lease Agreement, to exercise any and all rights conferred therein, including the right to terminate the Lease Agreement, and to take all actions necessary to effectuate the same.

The foregoing resolution was offered by Commissioner **Anthony Rodriguez**, who moved its adoption. The motion was seconded by Commissioner **Danielle Cohen Higgins** and upon being put to a vote, the vote was as follows:

Oliver G. Gilbert, III, Chairman **aye**
Anthony Rodríguez, Vice Chairman **aye**

Marleine Bastien	**aye**	Juan Carlos Bermudez	**aye**
Kevin Marino Cabrera	**aye**	Sen. René García	**aye**
Roberto J. Gonzalez	**aye**	Keon Hardemon	**aye**
Danielle Cohen Higgins	**aye**	Eileen Higgins	**aye**
Kionne L. McGhee	**aye**	Raquel A. Regalado	**aye**
Micky Steinberg	**aye**		

The Chairperson thereupon declared this resolution duly passed and adopted this 7th day of February, 2023. 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.

COUNTY COMMISSIONERS MIAMI-DADE COUNTY FLORIDA

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

LUIS G. MONTALDO, CLERK AD INTERIM

By: **Basia Pruna**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Debra Herman

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is made as of the ____ day of ____________, 2023, by and between Matthews Real Estate Partners, LTD, with its principal place of business located at 14340 Biscayne Blvd, North Miami Beach, Florida 33161 (the "**Landlord**"), and Miami-Dade County, a political subdivision of the State of Florida, located at 111 N.W. 1st Street, 24th Floor, Miami, Florida 33128 (the "**Tenant**"). Landlord and Tenant shall each be referred to as a "**Party**" and together be referred to as the "**Parties**."

WHEREAS, the Landlord owns the property located at 2124 N.E. 123rd Street, North Miami, Florida 33181; and

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

Now, therefore, in light of the foregoing facts and circumstances, the Tenant hereby agrees to lease from the Landlord a certain portion of the aforementioned property, consisting of approximately 900 square feet of office space, for an initial term of four (4) years, with an option for an addition four (4) years, in accordance with all of the terms and conditions of this Lease.

W I T N E S S E T H:

ARTICLE I
PREMISES

In consideration of the rents to be paid and covenants and agreements to be performed by Tenant, Landlord does hereby lease unto Tenant that certain office space, consisting of approximately 900 square feet, located at 2124 N.E. 123rd Street, Suite 210, North Miami, Florida 33181 (the "**Premises**"), which is located within the Building located at 2124 N.E. 123rd Street, North Miami, Florida 33181, having Folio Number: 06-2228-011-0540 (the "**Building**"). An illustration of the Building is attached hereto, marked as "Exhibit A" and incorporated herein by this reference.

In addition, the Landlord and Tenant hereby acknowledge and agree that the Tenant shall have one (1) reserved parking space, near the entrance of the Premises, plus may utilize other parking spaces, which may be used by the Tenant for the overnight parking of the Tenant's office vehicles.

ARTICLE II
TERM AND DEMISE OF PREMISES

2.1 Term. This Lease shall be for a term of four (4) years, which term shall commence on the first (1st) day of the month following the approval of this Lease by the Miami-Dade County Board of County Commissioners (as evidenced by the adoption of a resolution approving this Lease and after the required ten (10) day veto period of the County Mayor has expired), or if the County Mayor vetoes this Lease, then after subsequent approval of two-thirds (2/3) vote of the Miami-Dade County Board of County Commissioners (the "**Commencement Date**") and expires four (4) years thereafter (the "**Term**"). This Lease may be extended for a renewal term consisting of four (4) additional years, at the option of the

Tenant, by serving advance written notice to the Landlord at its place of business, at least ninety (90) days prior to the expiration of this Lease. Further, upon the Tenant exercising its rights pertaining to renewing this Lease, this Lease shall be renewed for the entire four (4) year period, without the requirement of any further act by either Party, and all of the terms and conditions of this Lease shall be extended for the renewal period.

2.2 Acceptance of Premises by Tenant. Tenant acknowledges that no representation with respect to the condition of the Premises and no promises to decorate, alter, or improve the Premises have been made by Landlord. Tenant accepts the Premises in as-is condition.

2.3 Holdover. If Tenant retains possession of the Premises after the expiration of this Lease, including after the renewal period, such possession shall automatically become one of month-to-month, and the Base Rent shall be one hundred (100%) percent of the monthly Base Rent, in effect immediately prior to the expiration. In the event of such holding over, all of the terms and conditions of this Lease, including payment of all charges owing hereunder shall remain in full force and effect on a month- to-month basis.

ARTICLE III
RENT AND OTHER CHARGES

3.1 Base Rent. Tenant hereby covenants and agrees to pay to Landlord, on the first (1st) day of each calendar month during the Term, as in accordance with this Lease, without demand, deduction, or setoff whatsoever, a monthly base rent payment in the following amounts (the "**Base Rent**"):

Initial Term
(a) Year 1 - $20,000.00* ($2,000.00 a month) - *2 month rent abatement.
(b) Year 2 - $24,720.00 ($2,060.00) a month)
(c) Year 3 - $25,461.60 ($2,121.80 a month)
(d) Year 4 - $26,225.40 ($2,185.45 a month)
Renewal Term
(e) Year 5 - $27,012.24 ($2,251.02 a month)
(f) Year 6 - $27,822.60 ($2,318.55 a month)
(g) Year 7 - $28,657.20 ($2,388.10 a month)
(h) Year 8 - $29,517.00 ($2,459.75 a month)

3.2 The Parties hereby acknowledge and agree that while the Base Rent shall be due and payable on the first (1st) day of the month, for the month of October, for each year, there shall be an exception in which the payment of the Base Rent, and any and all other sums due under this Lease, shall be made by the Tenant after the Tenant completes its process in closing the Tenant's fiscal year books and records.

3.3 The Parties further agree that this Lease is a full-service lease, and therefore the Base Rent amount represents the full amount payable by the Tenant to the Landlord. The Tenant shall not be obligated to pay the Landlord, or any other person or entity, any sum of money for any expenses incurred by the Landlord, including, but not limited to utilities, maintenance, repairs, replacement, improvements, janitorial services and/or any other charge or expense. The Tenant shall be responsible for all maintenance and repairs to all property, fixtures or improvements installed for or by the Tenant.

3.4 The Parties hereby agree that the Landlord grants the Tenant a four (4) month abatement on the payment of Base Rent. Such four (4) month rent abatement shall start upon the Commencement Date, and run for four (4) consecutive months.

3.5 Annual Adjustment of Base Rent. The Base Rent for each 12-month period (or any portion thereof) subsequent to the initial 12-month period, from the Commencement Date, shall be computed by increasing the preceding Base Rent amount by approximately three (3%) percent, resulting in an annual increase of three (3%) percent, as seen above in Section 3.1. The Tenant shall be liable for any and all Base Rent adjustments for any twelve (12) month period whether or not notified by the Landlord.

3.6 Rent. Base Rent and all monthly sums due under this Lease shall be collectively referred to as "**Rent**".

3.7 Property Taxes. Landlord shall, pay and discharge as and when the same become due, all real estate property taxes.

3.8 Sales and Use Taxes. To the extent that the Tenant is responsible, the Tenant shall pay to Landlord, together with each monthly installment of Base Rent, any present or future sales and use tax or other tax imposed from time to time on the Base Rent payments and other charges payable by Tenant under this Lease (the Parties recognized that as a governmental entity, the Tenant is exempt from paying sales tax). The Tenant further covenants and agrees to promptly pay, and is solely responsible for, all taxes assessed against Tenant's fixtures, furnishings, equipment and stock-in-trade placed in or on the Premises during the Term of this Lease.

3.9 Personal Property Taxes. Tenant shall be solely responsible for any taxes and/or assessments with regard to Tenant's personal property, if any, on the Premises.

3.10 Late Charges. The Landlord and Tenant hereby agree that the Tenant shall not be responsible for any late charges in the payment of Rent, except if the tenant fails to pay the Rent beyond any thirty (30) day period, except for the month of October, in which the payment of Rent is extended. If Tenant shall fail to pay any monthly installment of Rent beyond thirty (30) days, the Tenant shall pay a late fee in an additional amount equal to One Hundred Dollars ($100.00) for each month past the date that the Rent was due and payable to the Landlord.

3.8 Place of Payment. Landlord or its agent, representative or employee shall designate the manner and place of payments due hereunder.

ARTICLE IV
USE AND OCCUPANCY

4.1 Use. Tenant covenants to use, occupy, and operate the whole of the Premises solely for the purpose of office and for no other purpose whatsoever without the prior written consent of the Landlord, which consent may be granted or withheld by Landlord in its sole discretion (the "**Permitted Use**"). Tenant acknowledges and agrees that Landlord has made no representation concerning the acceptability of the Permitted Use with any federal, state, county or municipal governments having jurisdiction over the Premises. Tenant further acknowledges and agrees that the Permitted Use may require the approval of a change in use or the issuance of certain licenses and/or permits (and the payment of fees associated therewith) from the federal, state, county or municipal governments having jurisdiction over the Premises and that the Tenant shall have no claim against Landlord for any damages should Tenant's use and occupancy of the Premises for the purposes set forth in this Lease be prohibited or substantially impaired by reason of any law, ordinance or regulation of federal, state, county or municipal governments or by reason of any act of any legal or governmental or other public authority. The Landlord and Tenant hereby acknowledge and agree that if the Tenant is unable to occupy and/or otherwise the Premises for the Permitted Use, the Tenant shall be permitted to immediately terminate this Lease.

4.2 Occupancy. During the Term of the Lease, the Tenant shall conduct its operations on the Premises in a lawful manner and in compliance with all governmental laws, rules, regulations and orders applicable to the business of Tenant, except for any such compliance which is exclusively the obligation of Landlord under this Lease. Tenant shall observe and comply with all recorded restrictive covenants, if any, and rules and regulations applicable to the Premises. The Tenant covenants and agrees that the Premises shall not be abandoned or left vacant, for a period of thirty (30) days or more, without prior notice to the Landlord, and shall be continuously used, occupied and open for business during regular business hours, except for holidays.

4.4 Hazardous Substances. The Tenant shall not unlawfully generate, store, treat, dispose of, install, or otherwise use, any hazardous substances on, in, under, or in any way related to the Premises, or cause or unlawfully permit any such generation, storage, treatment, disposal, installation or other use with respect thereto. Tenant shall fully indemnify and hold Landlord harmless from any liability, damage, cost or expense that Landlord might otherwise suffer from Tenant's failure to fully comply with the terms and provisions of this Section. "Hazardous Substances" means and includes any of the substances, materials, elements, or compounds, that are contained in the list of hazardous substances adopted by the United States Congress or the United States Environmental Protection Agency ("**EPA**") or any substances, materials, elements or compounds affected by any other federal, state or local statute, law, ordinance, code, rule, regulation, order, or decree, now or at any time hereafter in effect, regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, dangerous, restricted or otherwise regulated waste, substance, or material.

ARTICLE V
TENANT IMPROVEMENTS

5.1 The Tenant shall not make any improvements or alterations to the Premises ("**Tenant Improvements**" or "**Tenant's Work**") without Landlord's written consent, as described in Section 7.3 herein.

5.2 Prior to the commencement of Tenant's Work, as defined herein, Tenant shall submit the following items to Landlord for its review and approval, such approval not to be unreasonably withheld, delayed or conditioned:

(a) a work letter describing the nature and scope of the Tenant Improvements comprising Tenant's Work, which must be in writing to the Landlord, prior to commencement of Tenant's Work ("**Tenant's Work Letter**");

(b) plans and specifications for the Tenant Improvements; and
(c) the name of Tenant's proposed Florida licensed general contractor, or, alternatively the use of the Tenant's own staff (the "**Contractor**").

5.3 Tenant shall be fully responsible for all costs and expenses with respect to any alterations and improvements to the Premises.

ARTICLE VI
SECURITY DEPOSIT

Tenant agrees to deposit with Landlord on the date hereof $0.00 (None/Not Applicable) as a security deposit ("**Security Deposit**"), which shall be held by Landlord during the Term, including any renewals and any holdover tenancy or tenancy at will thereafter, without obligation for interest, as security for the performance of Tenant's covenants and obligations under this Lease, it being expressly understood and agreed that the Security Deposit is not an advance rental deposit, not the last month's rent nor a measure of Landlord's damages in the event of Tenant's default. Upon the occurrence of any event of default by Tenant, Landlord may, from time to time, without prejudice to any other remedy or a limitation on any of Landlord's damages provided herein or provided by law, use the Security Deposit to the extent necessary to make good any arrears of rent or other payments due Landlord hereunder, and any other damage, injury, expense or liability caused by such event of default; or to perform any obligation required of Tenant under this Lease; and Tenant shall pay to Landlord on demand the amount so applied in order to restore the Security Deposit to its original amount; provided that, in all such instances, the Landlord shall have delivered to Tenant reasonable prior written notice to Tenant of any such application or use of the Security Deposit. Although the Security Deposit shall be deemed the property of Landlord, any remaining balance of the Security Deposit shall be returned by Landlord to Tenant within thirty (30) days after the termination of this Lease. Landlord may deposit the Security Deposit in any account(s) it determines in its sole discretion is appropriate. All or any part of the Security Deposit may be assigned by Landlord to any successor of Landlord under this Lease, and upon such assignment Landlord shall have no liability to Tenant for the Security Deposit, so long as Tenant has been given written notice thereof, which notice includes the acknowledgement of such assignment by any such assignee or successor of Landlord.

ARTICLE VII
REPAIRS, ALTERATIONS, SERVICES AND MAINTENANCE

7.1 Repairs by Landlord. Landlord shall during the Term and any extension thereof, keep in good order, condition and repair only the structural parts, the exterior foundations, the exterior walls (except for interior faces), the roof of the Building, the plumbing and sewage system outside said building. "Structural parts" of the Building shall mean only the foundations, the exterior walls, the concrete slabs, the beams and columns bearing the main load of the roof, the roof and the floors (but not floor coverings). Further, throughout the Term, the Landlord shall provide any and all water and sewer services, electricity, HVAC (air conditioning), pest control, and janitorial services, on a daily basis, to the Premises.

(a.1) Notwithstanding the forgoing, the Landlord shall make any and all necessary repairs to the HVAC system within two (2) business days upon receiving any notice or complaint from the Tenant. The Landlord will provide temporary spot coolers within two (2) business days to the Tenant in the event of an HVAC outage. Should the Landlord fail to timely address the necessary repairs to the HVAC system within ten (10) business days, the Tenant shall be authorized to do any of the following: (i) hire a third party company to make the necessary repairs to the HVAC system, and reduce the Rent payment for the costs associated with such repair(s); (ii) utilize employees of the Tenant to repair the HVAC system, and reduce the Rent payment for the costs associated with such repair(s); and/or (iii) not occupy the Premises, and reduce the Rent by the number of days that the Premises was not utilized by the Tenant, in addition to reducing the Rent by any and all damages, such as, but not limited to, loss of business.

(a.2) In order to minimize any disruption to the Tenant's use of the Premises, the Landlord shall notify the Tenant in advance of any maintenance and/or repairs to be performed in the Premises, and/or which will materially affect the Premises. Upon receiving the Landlord's notice of pending repairs and/or maintenance, the Tenant shall reasonably consent to such work, and the Landlord shall proceed to construct, improve, repair and/or complete any work that is necessary to properly maintain the Premises. Any and all repairs to the Premises shall, to the greatest extent possible, be performed during non-working hours, to further minimize the impact upon the Tenant, and its employees. Should any of the Premises be materially unusable to the Tenant, as a result of the Landlord's repairs, the Tenant shall be entitled to Rent abatement for the period of time such Premises are materially unusable.

(a.3) The Landlord shall be solely responsible for providing pest control in the Premises as well as the Common Areas, as defined below, of the Building on a monthly basis and providing receptacles for trash and refuse disposal for the Building and the Premises.

7.2. Notwithstanding the foregoing, Landlord shall have no obligation to repair, maintain, replace, alter or modify any damage caused by any negligent act or omission of Tenant or its guests, employees, agents, invitees, licensees or contractors.

7.3 Indoor Air Quality. The Landlord shall be solely responsible for the indoor air quality in the Premises. The Landlord shall act to prevent the degradation of indoor air quality during the Term of this Lease, including during the occurrence of any maintenance and/or repairs anywhere in, or to, the Building that could allow off-gassing from the embodied chemicals in construction materials, or equipment into Premises. The Landlord and its designated contractor(s) will use only non-toxic paint or other surface coatings, and will cause the Building and/or the Premises to be continuously ventilated to prevent the build-up of chemical gases from construction materials, or other emissive materials during and maintenance and/or repair of the Building and/or the Premises. Further, in the event that the Landlord, for any reason whatsoever, fails to immediately address or correct any concerns or issues found by any indoor air quality tests, then the Tenant shall have the right to perform any and all work to improve the air quality in the Premises, and afterwards secure reimbursement of such actual and reasonable cost and expenses (including labor and materials) from the Landlord. If the Landlord fails to reimburse the Tenant within sixty (60) days, then the Tenant shall have the right to reduce the amount of the Rent owed to the Landlord by the amount of the cost and expenses involved in improving the air quality in the Premises. Further, in the event that Tenant elects to conduct its own indoor air quality test on the Premises, the Landlord shall abide by the results and recommendations of such test(s), unless the Landlord reasonably determines, as evidenced by a written statement from a third-party consultant, that such test or results are inaccurate. Then in such instance, both the Landlord and the Tenant shall agree on a company to perform such indoor air quality test, and the results and recommendations of which shall be binding, for one (1) year, on both parties. Notwithstanding the foregoing, Landlord shall at all times remain compliant with Indoor Air Quality Standards, pursuant to Exhibit "B" attached hereto and incorporated by reference to this Lease.

7.4 Repairs by Tenant. Tenant shall during the Term and any extension thereof, keep in good order and condition, by maintenance, repair, and replacement, at Tenant's sole cost and expense, the Premises and every part thereof, other than those repairs described in Section 7.1 as the responsibility of Landlord. The Tenant shall also be responsible for making each and every repair, addition, replacement, alteration or improvement to the Premises required by the Americans with Disabilities Act (42 U.S.C. Section 12101 et seq.) ("**ADA**") and its supporting regulations, as they may be amended from time to time during the Term, based upon, or otherwise the result of, any modifications, alterations and/or improvements that the Tenant makes to the Premises,. Tenant shall maintain the Premises in compliance with the ADA.

7.5 Alterations by Tenant. Tenant shall not make any alterations, additions or improvements to the Premises (including, but not limited to, alterations to the exterior, signs and/or utility lines or systems within or serving the Premises), or secure any fixture or apparatus to the Premises without Landlord's prior written consent, which consent may be granted or withheld in Landlord's sole discretion, and Tenant shall promptly remove upon order from Landlord any alteration, addition or improvement made or installed upon the Premises without Landlord's written consent. All alterations, fixtures, betterments, and improvements, made to, or installed upon, the Premises shall remain upon the Premises, and shall become Landlord's property upon the expiration or earlier termination of this Lease, unless Landlord shall require Tenant to restore the Premises to its original condition. Any alterations, additions or improvements which may be permitted by Landlord shall be based upon plans and specifications submitted by Tenant and approved by Landlord and upon the condition that Tenant shall promptly pay all costs, expenses, and charges thereof, shall make such alterations, additions and improvements in accordance with applicable laws and building codes and ordinances and in a good and workmanlike manner. Tenant shall promptly repair any damages to the Premises, or to the building(s) of which the Premises are a part, caused by any alterations, additions or improvements to the Premises by Tenant.

7.6 Liens. Tenant hereby indemnifies Landlord against, and shall keep the Premises free from, liens for any work performed, material furnished, or obligations incurred, by or on behalf of Tenant and shall discharge or bond any lien filed within ten (10) days after the filing thereof.

SECTION VIII
WASTE

Tenant hereby covenants that during the Term and any extension thereof, Tenant will use, maintain and occupy the Premises and Building in a safe, lawful and proper manner and will not commit waste therein.

SECTION IX
NUISANCES

During the Term and any extension thereof, the Tenant shall not perform any acts or carry on any practice that may impair the value of the Premises or be a nuisance or menace to other tenants in the Building. The Landlord shall not perform and shall not permit any other tenant or occupant of the Building to perform any acts or carry on any practices which would impair the value of the Premises or be a nuisance or menace to Tenant or which would interfere with the right of quiet enjoyment granted to

Tenant hereunder. The Tenant shall not bring, generate, use, store, or dispose of any product, or commit any action or inaction, that would cause the insurance premiums for the Building to increase.

SECTION X
INSURANCE AND INDEMNIFICATION

10.1 Insurance. The Parties hereby acknowledge and agree that the Tenant is self-insured, and therefore shall not be required to secure, carry or otherwise maintain any type of insurance.

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

10.3 The Tenant shall not be liable for any damage or injury which may be sustained by any party or person in the Premises, or in the Building, other than the damage or injury caused solely by the gross negligence of the Tenant, its officers, employees, vendors, or agents, and any such liability is subject to, and limited by, the limitations of Florida Statutes, Section 768.28.

ARTICLE XI
COMMON AREAS

11.1 Common Areas. Landlord grants to Tenant and Tenant's guests and invitees the non-exclusive right to use the areas designated by Landlord from time to time as Common Areas. The term "**Common Areas**" shall include (to the extent the same are constructed), but not be limited to, the parking areas, sidewalks, landscaped areas, corridors, stairways, boundary walls and fences, driveways, service roads and service areas and all other areas or improvements which may be provided by Landlord for the common use of the tenants of the Building. The Landlord does not represent or warrant that the Common Areas will be free from interruption of service or use for reasons beyond the Landlord's reasonable control. In no event shall the Landlord be liable for compensatory, incidental or consequential damages by reason of such interruption. The Landlord hereby reserves the following rights with respect to the Common Areas:

(i) To establish reasonable rules and regulations for the use thereof, provided however, said rules and regulations do not materially affect the Tenant's business; and

(ii) To use or permit the use by others to whom Landlord may have granted such rights for promotional activities; and

(iii) To close all or any portion thereof as may be deemed necessary by Landlord to prevent a dedication thereof or the accrual of any rights to any person or the public herein; and

(iv) To change the layout of such Common Areas, including the right to reasonably add to or subtract from their shape and size, whether by the addition of building improvements or otherwise, and shall have the right to retain revenue from income producing events whether or not conducted for promotional purposes; and

(v) To erect and install signs, kiosks, landscaping (including planters), fountains, sculptures, free standing buildings and other structures, additional stories to existing buildings or otherwise.

11.2 Tenant's Responsibility. Tenant shall keep all Common Areas free of obstructions created or permitted by Tenant. The Tenant shall permit the use of the Common Areas only for normal parking and ingress and egress by its guests and suppliers to and from the Premises. If, in Landlord's sole opinion, unauthorized persons are using any of the Common Areas by reason of Tenant's occupancy of the Premises, Tenant shall, upon Landlord's demand, enforce Landlord's rights against all such unauthorized persons. Landlord shall nonetheless have the right at any time to remove or restrain any such unauthorized persons from the Common Areas. The Landlord, Tenant, and others constructing improvements or making repairs or alterations in the Building shall have the right to make reasonable use of portions of the Common Areas.

ARTICLE XII
CASUALTY

12.1 If the Premises shall be damaged, destroyed or rendered untenantable, in whole or in part, by or as the result or consequence of fire or other casualty (each a "**Casualty**") during the Term or any extension thereof, and the amount of the proceeds of insurance made available to Landlord for repairing the damage is sufficient to pay the entire cost of repairing said damage, then the Landlord shall repair and restore the same to a good tenantable condition within a reasonable time, provided however, that the Landlord shall not be required to repair or replace any of the Tenant's property or any of Tenant's alterations or other improvements made by Tenant. The Landlord's obligation to restore the Premises shall exist only to the extent the insurance proceeds received by Landlord on account of such Casualty are sufficient to pay the full cost of such restoration or repair. During such period of repair, this Lease shall remain in full force and effect but the rent hereunder shall abate: (i) entirely, if the whole Premises are untenantable and Tenant determines in good faith that Tenant cannot economically conduct business from the undamaged portion of the Premises; and (ii) proportionately to the extent of the damage, if only a portion is untenantable and Tenant is able to conduct its business from the undamaged portion of the Premises. Said abatement shall cease at such time as the Premises shall be restored to a tenantable condition.

12.2 Notwithstanding the foregoing, if the damaged Premises is not repaired and restored to tenantable condition within ninety (90) days from the date of receipt of the insurance proceeds for such damage or destruction, then Tenant or Landlord shall each have the option to terminate this Lease by giving thirty (30) days prior written notice to the other party and thereupon Landlord and Tenant shall be released from all future liability and obligations under this Lease.

ARTICLE XIII
EMINENT DOMAIN

12.1 If all or any portion of the Premises or the Common Areas or the Building shall be taken or condemned either permanently or temporarily for any public or quasi-public use or purpose by any competent authority in appropriation proceedings or by any right of eminent domain, then the entire compensation or award therefore, including leasehold, reversion and fee, shall belong solely to Landlord.

12.2 In the event only a portion of the Premises, not exceeding twenty (20%) percent of the same, shall at any time after the execution of this Lease be taken by public or quasi-public use or condemned under eminent domain, and the remaining portion of the Premises can be repaired to be commercially fit for the operation of Tenant's business within sixty (60) days after the condemning authority takes possession, then Landlord at its own expense shall so repair the remaining portion of the Premises, this Lease shall remain in effect and there shall be an equitable adjustment of rent for the remainder of the term.

12.3 In the event that more than twenty (20%) percent of the Premises shall be so taken or condemned, or if less than twenty (20%) percent of the Premises is so taken or condemned but the remaining portion of the Premises cannot be repaired within said sixty (60) day period so as to be commercially fit for the operation of Tenants business, then at the option of Landlord or Tenant upon the giving of thirty (30) days written notice (after such notice of condemnation), this Lease shall terminate as of the date the condemning authority takes possession, Rent shall be prorated as of that date, and after that date the parties hereto shall be released from all obligations hereunder except as herein stated. Except as provided in this Section, no other taking, appropriation or condemnation shall cause this Lease to be terminated. No such appropriation or condemnation proceeding shall operate as or be deemed an eviction of Tenant or a breach of Landlord's covenant of quiet enjoyment.

ARTICLE XIV
ATTORNMENT AND SUBORDINATION

14.1 Attornment. Tenant shall attorn and be bound to any of Landlord's successors under all the terms, covenants and conditions of this Lease for the remainder of the Term, as renewed or extended.

14.2 Subordination. This Lease is, and shall be, subordinate to the lien of any mortgage, security deed, deed of trust, or the lien resulting from any other method of financing or refinancing now or hereafter in force in connection with the Premises (collectively "Mortgages"), and to any and all advances to be made under such Mortgages, and all renewals, modifications, extensions, consolidations, and replacements thereof. The aforesaid provisions shall be self-operative, and no further instrument of subordination shall be required to evidence such subordination. Tenant covenants and agrees to execute and deliver, upon demand, such further instrument or instruments subordinating this Lease on the foregoing basis to the lien of any such Mortgages as shall be requested by Landlord and any mortgagee(s) of the Premises. Tenant hereby irrevocably appoints Landlord the attorney-in-fact of Tenant to execute and deliver such instrument or instruments within ten (10) days after a written request from Landlord thereafter.

ARTICLE XV
DEFAULT AND REMEDIES

15.1 Events of Default. The occurrence of any of the following shall constitute an Event of Default under this Lease (the "**Event of Default**"):

(i) Tenant fails to pay any Rent, or any other amount when due, and such failure is not cured within sixty (60) days after it becomes due; or

(ii) Tenant fails to perform or observe any term, covenant, or condition of this Lease (except those requiring the payment of money to Landlord) and Tenant fails to cure such default within the time prescribed herein, or, if no specific time period is prescribed, then within thirty (30) days after Tenant's receipt of Landlord's written notice specifying the nature of such default, if such default could reasonably be cured within said thirty (30) day period, or, if such default could not reasonably be cured within said thirty 130) day period, Tenant fails to commence such cure within said thirty (30) day period and to thereafter continuously and with due diligence pursue such cure to completion; or

(iii) Tenant vacates or abandons the Premises, for thirty (30) days or more, and ceases to pay Rent; or

(iv) Tenant fails to maintain its proper existence and authority to do business in the state in which the Premises are located if the Tenant is a corporation, partnership, limited liability company or other entity; or

(v) Any assignment for the benefit of creditors, any type of creditor workout, the commencement of any voluntary proceeding under any bankruptcy or insolvency laws by or against Tenant, the commencement of any non-voluntary proceeding under any bankruptcy or insolvency laws against Tenant, the appointment of a receiver, liquidator, trustee or custodian for Tenant in any action or proceeding by or against Tenant, the filing of a petition for corporate reorganization by Tenant, or in the event Tenant's interest hereunder shall pass to another by operation of law; or

(vi) Tenant commits waste to the Premises.

15.2 Landlord's Rights and Remedies. If Tenant is in default hereunder, Landlord shall have the right to exercise any and all rights or remedies available to Landlord at law, in equity or otherwise, arising from such default, including but not limited to the right to:

(i) terminate this Lease effective upon Tenant's receipt of written notice from Landlord, after a judicial determination by a court of competent jurisdiction;

(ii) perform any obligation which Tenant has failed to perform after the expiration of any applicable notice and cure period (except during any perceived emergency, when no notice or cure period shall be required), all at the cost of Tenant as additional Rent payable within five (5) business days of Tenant's receipt of Landlord's demand therefor;

(iii) after a judicial determination, enter upon the Premises without terminating this Lease and make such alterations and repairs as may be necessary to relet the Premises and relet the Premises in Landlord's name for the account of Tenant for the remainder of the Term upon terms and conditions reasonably acceptable to Landlord. Upon such reletting, all rentals received by Landlord shall be applied, first, to the payment of any indebtedness other than Rent due hereunder from Tenant to Landlord; second, to the payment of any loss and expenses of such reletting, including brokerage fees and attorney's fees and costs of alterations and repairs; third, to the payment of Rent due and unpaid hereunder; and the residue, if any, shall be held by Landlord and applied in payment of future Rent as the same may become due and payable hereunder. Tenant agrees to pay to Landlord on demand any deficiency that may arise by reason of reletting.

(iv) bring an action for breach of contract, specific performance, injunction, or other contractual or equitable relief to cure any Event of Default, without terminating this Lease; and/or

(v) terminate the Tenant's right of possession, reenter the Premises and recover possession of same without demand, by any means allowed by law, after a judicial determination, whereupon Tenant shall remain liable for any and all damages, deficiencies, or loss of Rent which Landlord may sustain, including reasonable attorneys' fees and court costs.

15.3 Rights Cumulative. All rights and remedies of Landlord herein enumerated shall be cumulative, and shall not be exclusive of any other rights and remedies available at law or in equity.

15.4 Tenant's Rights and Remedies. Except as otherwise specified in this Lease, if the Landlord defaults in the performance of any term, condition, and/or covenant hereof, and such Event of Default continues for thirty (30) days after receipt of notice from the Tenant, or if the Event of 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 may, at its option, but subject to the other terms, condition, and covenants of this Lease, terminate this Lease upon thirty (30) days prior written notice to the Landlord. Further, separately, Tenant also reserves the right, at its option, to cure any of the Landlord's Event of Defaults, after written notice to the Landlord, and the Landlord shall immediately (within thirty (30) calendar days) reimburse the Tenant for actual and reasonable costs and expenses, including, but not limited to labor and materials, or alternatively, the Tenant shall be permitted to deduct the amount for such work from the Rent.

15.5 Notwithstanding anything else set forth in this Lease, in the event the Landlord's act, actions, and/or inactions result in an Event of Defaults on any of the terms, conditions, and/or covenants of this Lease, the Tenant shall be entitled to pursue any and all remedies available to the Tenant at law, or in equity, including, but not limited to the right of Specific Performance. Additionally, in the event of an Event of Default by the Landlord, Tenant shall not be required to reimburse Landlord for the cost of any Tenant Improvements.

ARTICLE XVI
ASSIGNMENT AND SUBLETTING

16.1 Consent Required for Assignment. Tenant shall not, either voluntarily or by operation of law, sell, assign, hypothecate or otherwise transfer this Lease, or permit the Premises or any part thereof to be used or occupied by others, or allow a change of ownership in the leasehold interest (all of the foregoing collectively referred to as a "**Transfer**"), without the express prior written consent of Landlord, which consent may be withheld in the sole discretion of Landlord, except that the Tenant may transfer the use of the Premises between departments of the Tenant or the State of Florida, without the consent of the Landlord. Any request for Landlord's consent shall (i) be in writing and delivered at least thirty (30) days prior to the proposed Transfer, (ii) contain such information concerning the proposed assignee or sublessee ("**Transferee**") as Landlord may require, and (iii) include a non-refundable processing fee in the amount of $1,500.00. The Landlord will not be required to consent to any Transfer unless the proposed Transferee provides evidence satisfactory to Landlord, in Landlord's sole discretion, that (i) such Transferee has sufficient business experience and financial capability to satisfy the obligations of Tenant hereunder and to successfully operate a business within the Premises for the Permitted Use and (ii) such proposed Transfer would not cause a breach of any provision herein. Landlord may condition its consent to any Transfer upon the Transferee supplying personal guaranties satisfactory to Landlord as to

Tenant's obligations hereunder, and may, at Landlord's option, require Transferee to execute Landlord's then-current standard lease form in connection with such Transfer. Any consent by Landlord shall apply only to the specific transaction thereby authorized and shall not constitute a waiver of the necessity for such consent to any subsequent Transfer. The acceptance by Landlord of Rent following any Transfer shall not be deemed to be a consent by Landlord to any such Transfer, nor shall such acceptance of Rent be deemed a waiver of any right or remedy of Landlord hereunder. If Landlord shall withhold consent to any proposed assignment or sublet, Tenant shall indemnify, defend, and hold Landlord harmless from and against any and all loss, liability, damages, costs, and expenses (including attorney's fees) resulting from any claims that may be made against Landlord by the proposed assignee or subtenant or by any brokers or other persons claiming a commission or similar compensation in connection with the proposed assignment or sublease. No Transfer shall relieve Tenant from primary liability under this Lease.

15.2 [Intentionally Deleted]

15.3 Subletting. Tenant may not sublet the Premises without Landlord's written consent, which may be withheld in Landlord's sole discretion.

15.4 Transfer of Landlord's Interest. In the event of the sale, assignment or transfer by Landlord of its interest in the Premises or in this Lease (other than a collateral assignment to secure a debt of Landlord) to a successor in interest who expressly assumes the obligations of Landlord hereunder, Landlord shall thereupon be released or discharged from all of its covenants and obligations hereunder, except such obligations as shall have accrued prior to any such sale, assignment or transfer; and Tenant agrees to look solely to such successor in interest of Landlord for performance of such obligations. Any securities given by Tenant to Landlord to secure performance of Tenant's obligations hereunder may be assigned by Landlord to such successor in interest of Landlord; and, upon acknowledgment by such successor of receipt of such security and its express assumption of the obligation to account to Tenant for such security in accordance with the terms of this Lease, Landlord shall thereby be discharged of any further obligation relating thereto. Landlord's assignment of the Lease or of any or all of its rights herein shall in no manner affect Tenant's obligations hereunder. Tenant shall thereafter attorn and look to such assignee, as Landlord, provided Tenant has first received written notice of such assignment of Landlord's interest.

ARTICLE XVII
MISCELLANEOUS

17.1 Time of Essence. Time is of the essence in the performance of each provision of this Lease.

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

17.3 Right of Entry. The Landlord and its agents and representatives shall have access to the Premises, with an escort by an employee of the Tenant, at all reasonable times for the purpose of (i) inspecting and examining the condition and maintenance of the Premises; (ii) making such repairs, additions, improvements, changes or alterations, to the Premises, as Landlord may deem necessary for its safety or preservation; (iii) showing the Premises to prospective mortgagees or purchasers; (iv) exhibiting the Premises to prospective tenants during the last three (3) months of the Term. Any such action by

Landlord shall not be deemed an eviction or disturbance of Tenant, nor shall Tenant be entitled to any abatement of rent or any damages for any injury or inconvenience occasioned thereby.

17.4 Surrender of Premises. At the expiration, or earlier termination, of the Term or any extension thereof, Tenant shall surrender the Premises to Landlord in a good and swept clean condition, with reasonable wear and tear excepted. Tenant shall, at Tenant's sole cost and expense, promptly repair any damage to the Premises caused by the removal of any signs, furniture, trade fixtures, or other personal property, permitted to be removed by Landlord from the Premises, if any. In preparing the Premises for surrender, the Tenant shall leave all walls in good repair ready to receive paint; properly terminate all electrical serving on the Premises; return the Premises to the same condition that existed at Tenant's receipt of Premises (reasonable wear and tear excepted); return all heating, venting and air conditioning systems in the same condition that existed at Tenant's receipt of Premises (reasonable wear and tear excepted); and close all roof and demising wall penetrations in a manner acceptable to Landlord. Tenant's surrender of the Premises shall include all apparatus and fixtures (except signs, trade fixtures and furniture) installed by Tenant on the Premises, all components of the heating, air conditioning (including the portion thereof outside the Premises, if any), plumbing fixtures and electrical systems, lighting fixtures and fluorescent tubes and bulbs, and all partitions (whether removable or otherwise) unless Landlord directs the Tenant to remove such apparatus, fixtures and/or partitions. Tenant shall promptly repair any damage to the Premises resulting from the installation or removal of any of the foregoing items.

17.5 Early Termination by Tenant. The Tenant reserves the right to terminate this Lease, at any time during the Term, without cause, upon sixty (60) days prior written notice to the Landlord. Upon such early termination this Lease shall terminate as though the early termination date was the date originally fixed as the end of the Term of this Lease.

17.6 Notice. Any notice required or permitted to be given hereunder shall be in writing and may be given by personal delivery (including, without limitation, any nationally or regionally recognized overnight delivery service such as Federal Express), or by U.S. Certified Mail, postage prepaid, return receipt requested. If notice is to be sent to Landlord, such notice shall be addressed to Landlord, at the address(es) set forth on the first page of this Lease.

If notice is to be sent to Tenant, such notice shall be addressed to Tenant at the address set forth on the first page this Lease, or by posting such notice to the Premises. Notices and demands shall be deemed to have been given upon (i) the date of depositing in the U.S. Mail, if sent by Certified Mail, (ii) upon delivery if personally delivered, and (iii) posting, if posted to the Premises. If delivery is refused or cannot be made, the notice date shall be the date of attempted delivery. Either party may change its delivery address(es) for notices upon written notice to the other.

17.7 Accord and Satisfaction. No payment by Tenant, or anyone occupying the Premises by, through or under Tenant, or receipt by Landlord of a lesser amount than the rents stated herein shall be deemed to be other than on behalf of Tenant and on account of the next due rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy provided for in this Lease or available at law or in equity.

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

17.9 Brokers. Tenant and Landlord each hereby warrant and represent that it was not represented by a broker in connection with this Lease.

17.10 Waiver. No waiver of any condition or legal right or remedy shall be implied by the failure of Landlord to declare a forfeiture, or for any other reason, and no waiver of any condition or covenant shall be valid unless it be in writing signed by Landlord. No waiver by Landlord with respect to one or more tenants or occupants of the Building shall constitute a waiver in favor of any other tenant, nor shall the waiver of a breach of any condition be claimed or pleaded to excuse a future breach of the same condition or covenant.

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

17.12 Guaranty. [Intentionally Deleted]

17.13 Mutual Waiver of Subrogation. All insurance policies required to be carried by either party pursuant to the terms of this Lease, shall, to the extent permitted by law, expressly waive any right on the part of the insurer against the other party. The parties hereto agree that their policies will include such waiver clause or endorsement. The failure of any insurance policy to include such waiver clause or endorsement shall not affect the validity of this Lease. Tenant and Landlord further agree to waive all claims, causes of action and rights of recovery against the other, and their respective agents, officers, and employees, for any injury to or death of persons or any damage or destruction of persons, property or business which shall occur on or about the Premises originating from any cause whatsoever including the negligence of either party and their respective agents, officers, and employees to the extent such injury, death or property damage is required to be covered by a policy or policies maintained by either Landlord or Tenant pursuant to this Lease.

17.14 [Intentionally Deleted]

17.15 Estoppel Certificates. At any time and from time to time, Tenant agrees, upon request in writing from Landlord, to execute and deliver to Landlord, for the benefit of such persons as Landlord names in such request, a statement in writing and in substance satisfactory to Landlord certifying to such of the following information as Landlord shall request: (i) that this Lease constitutes the entire agreement between Landlord and Tenant and is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications); (ii) the dates to which the Rent and other charges hereunder have been paid, and the amount of any security deposited with Landlord; (iii) that Tenant has accepted possession, that the Term has commenced, that Tenant is occupying the Premises, that Tenant knows of no default under the Lease by Landlord and that there are no defaults or offsets which Tenant has against enforcement of this Lease by Landlord; (v) the term of this Lease; and (vi) that Tenant's store is open for business, provided such facts are true and ascertainable. The Tenant acknowledges and agrees that Tenant's failure to execute and deliver to

Landlord any estoppel certificate(s) requested by Landlord within sixty (60) days from Tenant's receipt of Landlord's request shall be deemed Tenant's acknowledgement that the terms and conditions contained in such estoppel certificate are true and correct and that such terms and conditions may also be relied upon by any third party or parties identified in such estoppel certificate.

17.16 Quiet Enjoyment. Landlord hereby covenants and agrees that if Tenant shall perform all the covenants and agreements herein stipulated to be performed on Tenant's part, Tenant shall at all times during the continuance hereof have the peaceable and quiet enjoyment and possession of the Premises without any hindrance from Landlord or any person or persons lawfully claiming the Premises.

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

17.18 Signs. Tenant may erect a sign on the Premises as follows: District Office of Commissioner Micky Steinberg (temporary signage – subject to change), provided however that all signs are erected with proper permitting, if required, and conform to all applicable codes and laws governing the Premises.

17.19 Personal Property. Tenant agrees that all goods, machinery, merchandise, fixtures and other personal property of every kind or description that may at any time be in or on the Premises shall be at Tenant's sole risk, or at the risk of those claiming under Tenant, and that Landlord shall not be liable for any damage to said property or loss suffered by the business or occupation of Tenant caused in any manner whatsoever.

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

17.21 Successors and Assigns. Except as otherwise provided herein, this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, executors, successors and assigns. If Tenant is a corporation, partnership or other entity, the persons(s) signing this Lease on behalf of such entity has full authority from such entity to sign this Lease and obligate the entity hereunder, and the said person(s) and the entity shall be jointly and severally liable for all rent and other amounts that may be due and owing to Landlord under the terms of this Lease.

17.22 Joint and Several Liability. In the event Tenant shall be comprised of more than one (1) individual or business entity, each such individual or business entity comprising Tenant shall be jointly and severally liable for each and every obligation of Tenant under the terms of this Lease.

17.23 Governing Law. This Lease and the rights and obligations of the parties hereunder shall be construed in accordance with and be governed by the internal laws of the state of Florida, without giving effect to any principles of conflict of law. Any legal action or proceeding with respect to this agreement may be brought in the courts of Miami-Dade County, Florida or of the United States District

Courts having jurisdiction over Miami-Dade County, Florida, and, by execution and delivery of this agreement, Tenant hereby irrevocably accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of the aforesaid courts. Tenant hereby further irrevocably waives any claim that any such courts lack jurisdiction, and agrees not to plead or claim, in any legal action or proceeding with respect to this Lease brought in any of the aforesaid courts, that any such court lacks jurisdiction over Tenant.

17.24 Recording. This Lease shall not be recorded in any public records office or department by Landlord or Tenant.

17.25 Payment. All payments to be made to Landlord or Tenant pursuant to the terms of this Lease shall be made in lawful currency of the United States of America.

17.26 Interpretation. This Lease, and any riders and exhibits hereto, have been mutually negotiated by Landlord and Tenant. Any ambiguities will not be interpreted in favor of either party. The captions contained herein are for convenience and reference only and will not be deemed as part of this Lease or construed in any manner limiting or amplifying the terms and provisions of this Lease to which they relate.

17.27 Waiver of Trial by Jury. To the extent permitted by applicable law Landlord and Tenant waive all right to trial by jury in any claims, action, proceeding or counterclaim by either Landlord or Tenant against each other or any matter arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant or Tenant's use or occupancy of the Premises. Tenant waives its right to assert any and all claims or counterclaims that may be asserted by Tenant in response to a summary eviction proceeding and such counterclaims shall only be made the subject of a separate action. In such separate action, it is agreed that trial by jury shall be waived by both parties.

17.28 Certification. Tenant represents and warrants to Landlord that (i) Tenant is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation, named by any Executive Order or the United States Treasury Department as a "terrorist", "Specially Designated National and Blocked Person", or other banned or blocked person, group, or nation (collectively, "Banned Persons") pursuant to any anti-terrorism law; (ii) Tenant is not engaged in this Lease transaction, or instigating or facilitating this Lease, directly or indirectly on behalf of any Banned Person; (iii) Tenant currently does not appear, and throughout the Term, neither Tenant, nor any officer, director, shareholder, partner, member or other owner of Tenant shall appear, on any list of Banned Persons; (iv) no anti-terrorism law prohibits Landlord from doing business with Tenant; (v) Tenant, its officers, directors, or principal shareholders, partner, member, or other owner of Tenant, shall not, during the Term, violate any anti-terrorism laws; and (vi) Tenant, its officers, directors, principal shareholders, partners or members shall not, during the Term, do business with any party, individual, or entity that has violated or will violate any anti-terrorism laws. For purposes of this Lease, "anti-terrorism laws" shall mean Executive Order 13224 and related regulations promulgated and enforced by the Office of Foreign Assets Control, the Money Laundering Control Act, the United States Patriot Act, or any similar law, order, rule or regulation enacted in the future. Tenant hereby agrees to defend, indemnify, protect, and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities, fines, penalties, expenses (including attorneys' fees) and costs arising from or related to a breach of the foregoing representations and warranties. The foregoing indemnity obligations of Tenant shall survive the termination or expiration of this Lease.

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

17.30 Survival of Obligations. The provisions of this Lease with respect to any obligation of Tenant, including, without limitation, any indemnities of Tenant contained in this Lease, and Tenant's covenant to pay Rent, shall specifically survive the expiration or earlier termination of this Lease.

17.31 Counterparts. This Lease may be executed in multiple counterparts, each of which shall constitute an original and all of which taken together shall constitute one and same agreement binding upon the parties, notwithstanding that all the parties are not signatories to the same counterpart. In order to facilitate the agreements contemplated by this Lease, signatures transmitted by facsimile machine or signatures transmitted via e-mail in a "PDF" format may be used in place of original signatures on this Lease. Each party intends to be bound by such party's facsimile or "PDF" format signature on this Lease, is aware that the other parties are relying on such party's facsimile or "PDF" format signature, and hereby waives any defenses to the enforcement of this Lease based upon the form of signature. Promptly following any facsimile transmittal or e-mail transmittal of "PDF" format signatures, the parties shall deliver to the other parties the original executed Lease by reputable overnight courier to the addresses listed on page one (1) of this Lease.

17.32 Entire Agreement. This Lease and the exhibits attached hereto set forth the entire agreement between Landlord and Tenant, and all prior promises and agreements, oral or written, between them are merged into this Lease. No amendment to this Lease shall be binding upon Landlord or Tenant unless in writing.

17.33 Force Majeure. Landlord and Tenant shall be excused for the period of any delay in the performance of any obligations hereunder when prevented from doing so by cause or causes reasonably beyond Landlord's and/or Tenant's control, including without limitation, all labor disputes, civil commotion, war, war-like operations, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, fire or other casualty, inability to obtain any material, services or financing, or through acts of God. Notwithstanding the foregoing, the existence of any pandemic, including, but not limited to the novel coronavirus, shall not excuse non-payment of any monetary sums due hereunder.

17.34 Capacity to Execute Lease. If Tenant is other than a natural person, Tenant represents that it is legally constituted, in good standing and authorized to conduct business in the State of Florida. Tenant further represents that the person who is executing this Lease on its behalf has the full power and authority to perform such execution and deliver the Lease to Landlord. If Landlord is other than a natural person, Landlord represents that it is legally constituted, in good standing and authorized to conduct business in the State of Florida. Landlord further represents that the person who is executing this Lease on its behalf has the full power and authority to perform such execution and deliver the Lease to Tenant.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be duly executed in their respective names and caused their respective seals to be hereunto affixed, all as of the day and year first above written.

WITNESSES:

____

Name [Print]: __________________

____

Name [Print]: __________________

LANDLORD:

MATTHEWS REAL ESTATE PARTNERS, LTD
a Florida Limited Partnership

By:Matthews REP Management, LLC
(it's General Partner)
By: Joseph P. Handy (its' Manager)
Name: Joseph Handy
Title: __________________

TENANT:

WITNESSES:

____

Name [Print]: __________________

____

Name [Print]: __________________

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

By: __________________________
Name: Daniella Levine Cava
Title: Mayor

EXHIBIT A

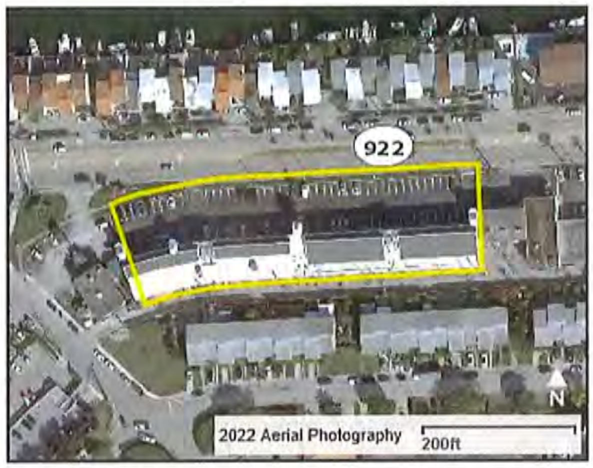
ILLUSTRATION OF THE BUILDING

OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On : 1/23/2023

Property Information	
Folio:	06-2228-011-0540
Property Address:	2104 NE 123 ST North Miami, FL 33181-2902
Owner	MATTHEWS REAL ESTATE PARTNERS LTD
Mailing Address	10155 COLLINS AVE 1701 MIAMI BEACH, FL 33154 USA
PA Primary Zone	6100 COMMERCIAL - NEIGHBORHOOD
Primary Land Use	1611 COMMUNITY SHOPPING CENTER : RETAIL OUTLET
Beds / Baths / Half	0 / 0 / 0
Floors	2
Living Units	0
Actual Area	Sq.Ft
Living Area	Sq.Ft
Adjusted Area	38,170 Sq.Ft
Lot Size	63,413 Sq.Ft
Year Built	Multiple (See Building Info.)



Assessment Information			
Year	2022	2021	2020
Land Value	$2,219,455	$2,219,455	$1,902,390
Building Value	$2,583,545	$2,480,545	$2,597,610
XF Value	$0	$0	$0
Market Value	$4,803,000	$4,700,000	$4,500,000
Assessed Value	$4,803,000	$4,700,000	$4,500,000

Benefits Information				
Benefit	Type	2022	2021	2020

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

Short Legal Description

SANS SOUCI ESTS PB 50-86
LOTS 2 THRU 10 BLK 4
LOT SIZE 469.730 X 135
OR 11705-1223 0283 5
COC 20992-4017 12 2002 5

Taxable Value Information	2022	2021	2020
County			
Exemption Value	$0	$0	$0
Taxable Value	$4,803,000	$4,700,000	$4,500,000
School Board			
Exemption Value	$0	$0	$0
Taxable Value	$4,803,000	$4,700,000	$4,500,000
City			
Exemption Value	$0	$0	$0
Taxable Value	$4,803,000	$4,700,000	$4,500,000
Regional			
Exemption Value	$0	$0	$0
Taxable Value	$4,803,000	$4,700,000	$4,500,000

Sales Information

Previous Sale	Price	OR Book-Page	Qualification Description
12/22/2015	$100	29959-2191	Corrective, tax or QCD; min consideration
12/01/2002	$0	20992-4017	Sales which are disqualified as a result of examination of the deed

EXHIBIT B
INDOOR AIR QUALITY SAFE PRACTICES

It is the general policy of the Miami-Dade County, Internal Services Department, that landlords provide the tenants of a lease facility with a healthy working environment. The Landlord is responsible for the indoor air quality within the Building and the Premises. As a result, the Landlord acknowledges and agrees to the following:

Controlling indoor air quality involves integrating three (3) main strategies:

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

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

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

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

Prior to the Tenant's occupancy in the Premises

Testing may be performed by a qualified registered professional engineer or certified industrial hygienist to confirm that the ventilation system, in its minimum outdoor air setting, is delivering the quantities of outdoor air to the Premises, as the space and size are described in the Lease Agreement. Either the Landlord or the Tenant may elect to hire the qualified registered professional engineer or certified industrial hygienist to perform the testing. If performed by the Landlord, a validated report detailing the measurement and verification of air volume testing, adjusting and balancing shall be provided to the Tenant, without any cost to the Tenant.

During the installation of materials by the Landlord (in either the Tenant's space or areas served by the Tenant's HVAC system), if the materials have the potential to emit Volatile Organic Compound (VOC) (including carpets, adhesives, caulks, sealants, paints, insulations and office work station partitions), the HVAC system shall be operated with no recirculation or air (weather permitting). Noticeably, materials with no VOC will not result in any additional requirements. In the event that materials having, or potentially emitting, a VOC must be utilized, then the Premises shall be properly ventilated by either one hundred (100%) percent outside air, or by using only the supply air fans and ducts; and any exhaust is to be provided through windows (if operable) or doors. This approach, the parties agree, reduces contamination of return air ducts, plenums, and insulation materials. Consideration shall be given to the use of exhaust fans to pull exhaust air from deep interior locations. Stair towers and other paths to the exterior are useful for exhausting air from the Building during temporary ventilation. Any temporary systems must comply with applicable life and safety codes. This construction related ventilation shall be operated for 24 hours a day and shall persist for one (1) week after the installation of the carpets or other remodeling activity.

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

The office space provided for the Tenant has been designed to meet the ASHRAE Std. 62.1-2016 as well as the Florida Building Code. If Tenant needs exceed the office HVAC design capacities, it is the responsibility of the Tenant to notify the Landlord such that appropriate action can be undertaken. The cost of the installation of additional cooling or ventilation capacity if needed shall be the sole responsibility of the Tenant.

The Parties hereby acknowledge and agree that the installation of large or high use photocopying machines, kitchen/vending equipment, or several large computer work stations may exceed the HVAC design capacity and may necessitate the installation of a direct coupled exhaust or additional cooling capacity. If the Tenant's use of the office space exceed the office HVAC design capacities, it is the responsibility of the Tenant to notify the Landlord such that appropriate action can be undertaken. The cost of the installation of additional cooling or ventilation (exhaust) capacity if needed shall be the sole responsibility of the Tenant.

The operative temperature is recommended to range in which, theoretically, at least ninety (90%) percent of occupants wearing light clothing during primarily sedentary activity will find the environment thermally acceptable is between 67.5 to 80 degrees Fahrenheit according to the American Society of Heating, Refrigeration and Air-Conditioning Engineers (ASHRAE). The relative humidity is recommended to be below sixty (60%) percent level by the OSHA IAQ Technical Manual and NIOSH to prevent the growth of mold/mildew. According with ASHRAE recommended acceptable Carbon Dioxide levels range of below 1000 ppm and Carbon Monoxide levels within acceptable limits of below 10 ppm for occupant comfort.

Suggested Ranges of Temperature and Relative Humidity During Summer and Winter
(Assumes typical summer and winter clothing at light/sedentary activity levels)

Relative Humidity	Winter Temperature	Summer Temperature
30%	68.5°F-75.5°F	74.0°F-80.0°F
40%	68.0°F-75.0°F	73.5°F-80.0°F
50%	68.0°F-74.5°F	73.0°F-79.0°F
60%	67.5°F-74.0°F	73.0°F-78.5°F

Indoor Air Quality Program

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

1. **Designee:** There shall be an assigned Indoor Air Quality Program (IAQP) coordinator qualified by appropriate training and experience that is equal with the complexity of the program to administer or oversee the program and conduct the required evaluations of the program effectiveness. Such IAQP coordinator will, at least at intervals of every two (2) years, have a reputable vendor perform indoor air quality testing in the Premises to ascertain the level and condition of the indoor air. Alternatively, the Tenant, at its sole cost and expense, may regularly, or on an as needed basis, have a reputable vendor perform indoor air quality testing in the Premises to ascertain the level and condition of the indoor air.
1. **Building Profile:** The Landlord, when requested by the Tenant (which request may not be more than every two (2) years) and/or its vendor, shall provide any and all information regarding the building profile, which is necessary for a basic understanding of the Building's HVAC system(s) and which is necessary to set the foundation for the operations and maintenance of the indoor air.
2. **Operating Procedures:** The Landlord shall perform the regular operating and management of the Building's systems which directly affect the indoor air quality.
3. **Maintenance Procedures:** The Landlord shall have and maintain a preventive maintenance schedule for the Building's system components (excluding any equipment, furniture and fixtures which are the personal property of the Tenant) that control and/or impact the indoor air quality.
4. **Audits:** The Tenant may, at its sole cost and expense, perform audits of the Premises, and specifically for the HVAC system and other systems and/or equipment that impact the indoor air quality. Should the audit determine that an adjustment needs to be made to the existing equipment and/or another action performed to improve the indoor air quality within the Premises, the Landlord shall, at its sole cost and expense, immediately undertake such action or improvement to improve the indoor air quality.
5. **Recordkeeping:** The Landlord shall record all Tenant complaints of building-related illnesses, which relate to, or may have been possibly impacted by, the indoor air quality in the Building. These records are necessary to expedite review and evaluation of the system and to support implementation and operation of an adequate environmental air quality program. Whenever possible, the Landlord hereby agrees to use an Environmental Air Quality Complaint Form to record the illnesses and indoor air quality issues.

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

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