

MEMORANDUM

Agenda Item No. 8(F)(3)

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

DATE: March 7, 2023

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving, pursuant to section 125.031, Florida Statutes, the terms of and authorizing execution by the County Mayor of a Lease Agreement ("Lease") between Birdgate inc., a Florida corporation, as landlord, and Miami-Dade County, as tenant, for premises located at 12781 SW 42 St, Units E-F, Miami, FL, to be utilized by the County as a district office for County Commission District 11, for a three-year term, with two, three-year options to renew, having an estimated fiscal impact to the County of \$1,002,225.90 for the nine year period, including base rent, common area maintenance, lease management fees, utilities, operating expenses, and tenant improvements; and authorizing the County Mayor to take all actions necessary to exercise all rights conferred in the Lease Agreement including the 90-day right of termination, and to take all actions necessary to effectuate same; waiving Resolution No. R-130-06 and provision of Implementing Order 8-4 requiring executed Lease Agreement to be presented to the Board

Resolution No. R-156-23

The accompanying resolution was prepared by the Internal Services Department and placed on the agenda at the request of Prime Sponsor Commissioner Roberto J. Gonzalez.


Geri Bonzon-Keenan
County Attorney

GBK/uw

MDC001

Memorandum



Date: March 7, 2023

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

From: Daniella Levine Cava *Daniella Levine Cava*
Mayor

Subject: Lease Agreement between Birdgate, Inc., and Miami-Dade County, for Property Located at 12781 SW 42 ST, Suites E-F, Miami, Florida 33175
Lease No. 30-4914-001-3540-L01

Summary

This item is for the approval of a Lease Agreement ("Lease"), between Birdgate, Inc. ("Landlord"), a Florida Corporation, and Miami-Dade County ("County"), as tenant, for the lease of approximately 1,963 square feet of office space, together with the right to two reserved parking spaces, 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 the County as a district office for the Commissioner of District 11. The proposed Lease has a three-year term, with two additional three-year options to renew plus a 30-day rent free period after Landlord delivers possession of 12781 SW 42 ST, Suites E-F, Miami, Florida 33175 to the County. The estimated cumulative fiscal impact to the County for the first year of the lease is \$195,990.55 which includes Tenant improvements estimated at \$107,965. During the initial three-year term of the Lease, the County is responsible for approximately \$380,043.17 (including base rent, common area maintenance, lease management fees, and Tenant Improvements) inclusive of approximately \$42,425.69 for internet, telephone, cable, electricity, water and sewer, janitorial and custodial, pest control and routine HVAC Unit(s) maintenance. The estimated cumulative fiscal impact to the County for the initial three-year term of the Lease is \$380,043.17.

Recommendation

It is recommended that the Board of County Commissioners ("Board") approve the terms of and authorize the execution of the Lease between the County and the Landlord, after execution by the Landlord, for the use of property located at 12781 SW 42 ST, Suites E-F, Miami, Florida 33175 ("Premises"), to be utilized as a district office. More specifically, the resolution does the following:

- Approves the lease of 1,963 square feet of air-conditioned office space, plus two reserved outdoor parking spaces in front of the Premises; and
- Authorizes a lease term of three-years, with two, three-year options to renew.

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

Scope

The Premises is located in Commission District 11, which is represented by Commissioner Roberto J. Gonzalez. Written notice of the Lease was provided to the Commissioner.

Fiscal Impact/Funding Source

The fiscal impact to the County for the first year of the lease term is estimated to be \$195,990.55 which is comprised of: (i) \$53,001 (approximately \$27 per square foot) in annual base rent; (ii)

\$2,650.05 in lease management fees equal to five percent of the annual base rent to be paid to the Internal Services Department (ISD) for administration of the lease; (iii) \$18,648.50 for its estimated pro-rata share of common area maintenance reimbursable to the Landlord; (iv) other routine maintenance costs including HVAC Unit(s) maintenance, janitorial and custodial services, separated metered electricity, pest control, internet, cable, phones, and data, the cost of which is estimated at \$13,726 based upon a flat rate of general consumption; and (v) an estimated \$107,965 to be utilized for Tenant Improvements of the Premises. As part of the negotiation for the lease, the Landlord agreed to a 30-day period after possession is delivered to the County prior to the commencement of rent. The total projected fiscal impact to the County for the initial three-year term of the Lease is estimated to be \$380,043.17, (including base rent, common area maintenance, lease management fees, Tenant Improvements, internet, telephone, cable, electricity, water and sewer, janitorial and custodial, pest control, and routine HVAC Unit(s) maintenance).

The Lease includes an annual minimum rental increase of three percent beginning the second year, and each subsequent year thereafter. Should the County choose to exercise the two, three-year options to renew, the estimated fiscal impact for nine-years of possession of the Premises (to include base rent, common area maintenance, lease management fees, Tenant Improvements, internet, telephone, cable, electricity, water and sewer, janitorial and custodial, pest control, and routine HVAC Unit(s) maintenance) is estimated to be \$1,002,225.90. The funding source for \$902,225.90 is "G1001 (Chartfield CC1110202) NO GRANT" classification. The funding source for the remaining \$100,000 is "CO003 (Chartfield NDCP090200) NO GRANT" classification.

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

- 12803 SW 42 ST, Miami, Florida - \$31 per square foot on an annual basis. Tenant is responsible for paying its proportionate share of utilities, common area expenses, and certain services.
- 13353 SW 42 ST, Miami, Florida - \$33 per square foot on an annual basis. Tenant is responsible for paying its proportionate share of utilities, common area expenses, and certain services.
- 3855 SW 137 Ave, Miami, Florida - \$34 per square foot on an annual basis. Tenant is responsible for paying its proportionate share of utilities, common area expenses, and certain services.

Track Record/Monitor

Alan G. Quiroz of ISD will be responsible for the monitoring of the Lease.

As required by Section 2-8.6.5 of the Miami-Dade County Code, the following is the ownership structure of Birdgate, Inc.:

- Birdgate, Inc. is, a wholly-owned Florida Corporation.
- Representatives of Birdgate, Inc. are the following:
 - Erick Ciocca, Manager;
 - Romano Ciocca, Director/President
 - Elio Ciocca, Director/Secretary/Treasurer

Delegation of Authority

This item authorizes the County Mayor or the County Mayor's designee to execute the Lease after execution by the Landlord, to take all actions necessary to effectuate the Lease, and to exercise all other rights conferred therein, including but not limited to, the right to exercise the optional renewal terms set forth in the Lease and the right to terminate the Lease upon 90 days' written notice.

Background

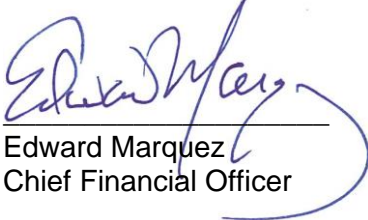
The County is entering into the Lease for the purpose of providing a district office for the District 11 Commissioner, who began his term in November 2022. The district office is necessary in order to serve and respond to the needs of the constituents and the various communities within the district. The fiscal impact of the previous District 11 office, which is currently being occupied by the Commissioner is yet to be determined. Once the Commissioner is out of the previous District 11 office, the County's Community Action & Human Services Department (CASHD) plans to assume financial responsibility of the previous lease. 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 following rights after 90-days':

- Early termination of the Lease upon 90 days' written notice to the Landlord should Commissioner Roberto J. Gonzalez no longer serve as Commissioner for District 11; and
- The right to terminate the Lease if the Landlord does not deliver possession of the Premises to the Tenant within 30 days of the Effective Date of the Lease.

The County's monthly rental payment obligation shall not commence until 30 days after the first in time event occurs: 1) the Landlord delivers possession of the Premises to Tenant; 2) or the date Tenant opens the Premises for its intended use. The County may begin Tenant Improvements to the Premises on the date Landlord transfers possession to the County.

Although the Landlord has reviewed the Lease and has provided written approval of same, due to time sensitivity it has not yet been formally executed by the Landlord, and therefore, a waiver of Implementing Order 8-4 and Resolution No. 130-06, requiring that the Lease be executed by the Landlord prior to presentation to this Board, is being sought.



Edward Marquez
Chief Financial Officer



MEMORANDUM
(Revised)

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

DATE: March 7, 2023

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(F)(3)

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 Lene Carr Mayor
Veto _____
Override _____

Agenda Item No. 8(F)(3)
3-7-23

RESOLUTION NO. R-156-23

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 BIRDGATE INC., A FLORIDA CORPORATION, AS LANDLORD, AND MIAMI-DADE COUNTY, AS TENANT, FOR PREMISES LOCATED AT 12781 SW 42 ST, UNITS E-F, MIAMI, FL, TO BE UTILIZED BY THE COUNTY AS A DISTRICT OFFICE FOR COUNTY COMMISSION DISTRICT 11, FOR A THREE-YEAR TERM, WITH TWO, THREE-YEAR OPTIONS TO RENEW, HAVING AN ESTIMATED FISCAL IMPACT TO THE COUNTY OF \$1,002,225.90 FOR THE NINE YEAR PERIOD, INCLUDING BASE RENT, COMMON AREA MAINTENANCE, LEASE MANAGEMENT FEES, UTILITIES, OPERATING EXPENSES, AND TENANT IMPROVEMENTS; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO TAKE ALL ACTIONS NECESSARY TO EXERCISE ALL RIGHTS CONFERRED IN THE LEASE AGREEMENT INCLUDING THE 90-DAY RIGHT OF TERMINATION, AND TO TAKE ALL ACTIONS NECESSARY TO EFFECTUATE SAME; WAIVING RESOLUTION NO. R-130-06 AND PROVISION OF IMPLEMENTING ORDER 8-4 REQUIRING EXECUTED LEASE AGREEMENT TO BE PRESENTED TO THE BOARD

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

WHEREAS, Birdgate Inc., a Florida corporation, ("Landlord") owns the premises located at 12781 SW 42 ST, Suites E-F, Miami, Florida ("Premises"); 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, the County desires to lease the Premises, consisting of approximately 1,963 rentable square feet, plus use of the common areas, to be utilized by the County as a district office for County Commission District 11; and

WHEREAS, although Landlord has reviewed the Lease, agreed to same, and provided written approval to the Internal Services Department, the attached Lease has not yet been formally executed by the Landlord due to time sensitivity,

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 waives Resolution No. 130-06 and the provisions of Implementing Order 8-4 requiring that leases presented to the Board be executed by the other party.

Section 3. This Board hereby approves, pursuant to section 125.031, Florida Statutes, the Lease Agreement between the County and the Landlord, in substantially the form attached hereto as Exhibit "1" ("Lease Agreement"), for the Premises, to be utilized as a district office for County Commission District 11, with an estimated cumulative cost for the initial three-year term of \$380,043.17 and should the two, three-year options to renew be exercised, a total fiscal impact for the entire nine period of \$1,002,225.90, including base rent, common area maintenance, lease management fees, operating expenses (inclusive of HVAC maintenance, janitorial and custodial services, pest control), utilities (inclusive of water, sewer, electricity, internet, cable, and telephones), and tenant improvements.

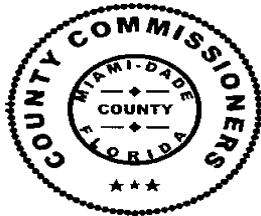
Section 4. This Board authorizes the County Mayor or County Mayor’s designee to execute the Lease Agreement for and on behalf of the County, to exercise all rights conferred therein including but not limited to the right of termination upon 90 days’ written notice, and to take all actions necessary to effectuate same.

The foregoing resolution was offered by Commissioner **Roberto J. Gonzalez** , 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:

	Oliver G. Gilbert, III, Chairman	aye	
	Anthony Rodríguez, Vice Chairman	aye	
Marleine Bastien	aye	Juan Carlos Bermudez	aye
Kevin Marino Cabrera	absent	Sen. René García	absent
Roberto J. Gonzalez	aye	Keon Hardemon	aye
Danielle Cohen Higgins	aye	Eileen Higgins	aye
Kionne L. McGhee	absent	Raquel A. Regalado	aye
Micky Steinberg	aye		

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

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.

A handwritten signature in black ink, appearing to be "Debra Herman", is written over a horizontal line.

Debra Herman

COMMERCIAL LEASE AGREEMENT

BETWEEN

BIRDGATE, INC.

AND

MIAMI-DADE COUNTY, A POLITICAL

SUBDIVISION OF THE STATE OF

FLORIDA FOR THE BENEFIT OF

MIAMI-DADE COUNTY

COMMISSIONER ROBERTO J.

GONZALEZ DISTRICT 11

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Commercial Lease Agreement

2

Lessee Initials _____

Lessor Initials _____

MDC011

COMMERCIAL LEASE AGREEMENT

This COMMERCIAL LEASE AGREEMENT (referred to herein as “Lease”) is made and entered into as of the effective date (as defined in Section II) by and between the following parties:

LESSOR: BIRDGATE, INC., a Florida corporation (“Lessor”), and

LESSEE: MIAMI-DADE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA (“Lessee”).

RECITALS

WHEREAS, the Lessor, whose mailing address is 12781 S.W. 42nd Street, Suite A, Miami, Florida 33175, operates Birdgate Center, located at 12781 S.W. 42nd Street, Miami, Florida 33175 (referred to herein as “Center”) and desires to lease to Lessee certain commercial space in the Center; and

WHEREAS, Lessee, whose mailing address is 111 N.W. First Street, Miami, Florida, 33128, desires to lease from Lessor commercial space at Birdgate Center, upon the terms and conditions contained herein. Lessee shall be deemed and taken to mean each and every person or party identified as a Lessee herein, be the same person or entity, and if there shall be more than one person or entity as a Lessee, any notice required or permitted by the terms of this Lease may be given by or to any one thereof, and such notice to one shall be deemed notice to all. The use of the singular pronoun to refer to Lessor or Lessee shall be deemed a proper reference even though Lessor or Lessee may be an individual, a partnership, a corporation, or a group of two or more individuals or corporations. The necessary grammatical changes required to make the provisions of this Lease apply in the plural sense where there is more than one Lessee and to either corporations, associations, partnerships or individual, male or females, in any and in all instances are to be assumed as though in each case fully expressed.

AGREEMENT

W I T N E S S E T H:

NOW THEREFORE, in consideration of the mutual promises, terms, covenants and conditions set forth herein, intended to be legally binding, and the performance of each for good and valuable consideration, the parties hereby agree as follows:

Section I. PREMISES.

Lessor hereby agrees to lease to Lessee and Lessee hereby agrees to lease from Lessor, subject to the provisions of this Lease, certain premises containing approximately 1,963 square feet of space, identified as Bay 39 & 40, with a street address 12781 S.W. 42 Street, Suites E & F, Miami, Florida 33175 (referred to herein as "Leased Premises")(Folio: 30-4914-001-3540) , located in the Center, situated in Miami-Dade County, in the State of Florida, more particularly described on **Exhibit A** attached hereto and incorporated herein, together with the right of nonexclusive use of the Common Areas (as defined herein) subject to the reasonable rules and regulations for use thereof as prescribed from time to time by the Lessor.

Notwithstanding anything herein to the contrary, the Lessor and Lessee agree that the Leased Premises was delivered to the Lessee and Lessee accepts the Leased Premises in its “As Is, Where Is, How Is” condition with all faults and defects. The Lessor has no affirmation duty or obligation, whatsoever, to make any modifications, improvements or alterations to the Leased Premises. Lessee will be responsible for any and all required modifications, improvements or alterations to the Leased Premises, subject to Section X herein. The Lessee has undertaken a thorough inspection of the Leased Premises, including its systems, appliances, and machinery inclusive of the existing HVAC Systems (subject to the provision in Section IX regarding the HVAC systems).

Lessee Initials _____

Lessor Initials _____

In addition, the Lessor and Lessee hereby acknowledge and agree that the Tenant shall have two (2) reserved parking spaces at no extra charge, to use at all times during the term of the lease or any renewal thereof, and the non-exclusive right to use the parking lot in common with other tenants.

Upon mutual agreement of Lessor and Lessee, which shall be in their sole discretion, the Leased Premises may be relocated to another location within the Center in accordance with the following:

- a) Depending on which party is requesting the relocation, and upon agreement by the counter party, relocations costs may be reimbursable according to the following:
 - i. If Lessor is requesting Lessee relocate to another location within the Center then Lessor is responsible for reimbursing the Lessee the following:
 1. Actual Relocation costs
 2. Build out expenses either directly to Lessee or through new leases premises Tenant Improvement Allowance, sufficient to fashion new leased premises in substantially the same condition as the previous leased premises
 - ii. If Lessee is requesting to relocate to another Center location then Lessor is not responsible for any relocations costs as such request was initiated by the Lessee
- b) Regardless of the initiating party, thirty (30) days notice is required to give counterparty sufficient time to consider the request
- c) Lessor and Lessee shall mutually agree upon a move date, at least sixty (60) days in advance unless otherwise agreed.
- d) The new Leased Premises shall reasonably be of similar size, dimensions, configuration, equipment, plumbing, smoke ventilation and electrical systems, and décor as the initial Leased Premises. The Lessor will not be responsible for the cost involved in re-locating any of Lessee's fixtures, furniture, personal property, permits and/or licensing unless they requested the relocation to which Lessee agreed. The new Leased Premises shall be provided to the Lessee in the same finish level as the current Leased Premises was provided to the Lessor at the time of relocation. However, re-location shall be subject to Federal, State and Local/Municipal agency licensing and permitting approvals to be attained by Lessee.
- e) Upon completion of such relocation, the new Leased Premises shall become the "Leased Premises" under this Lease.
- f) If the new Leased Premises is smaller/larger than the current Leased Premises as it existed before the relocation, the Base Rent, Additional Expenses (as defined herein) and Lessee's proportionate share of Common Area Maintenance charges shall be reduced/increased proportionately, which will be reflected in an amendment to this Lease signed by both parties.
- g) Due to mutual agreement, Lessee and Lessor hereby waive any claim against the other for business interruption on account of any mutually agreed upon relocation.

Section II. LEASE TERM COMMENCEMENT & RENT COMMENCEMENT DATE.

This Lease shall commence on April 1, 2023 (“Lease Commencement Date”) and continue until March 31, 2026 for a total term of 3 years and 0 months, subject to 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 the Lease, then after subsequent approval of two-thirds (2/3) vote of the Miami-Dade County Board of County Commissioners. Lessor shall tender and deliver the Leased Premises to Lessee and Lessee shall take possession of the Leased Premises on the Lease Commencement Date. The Rent shall commence on May 1, 2023 “Rent Commencement Date” and shall increase three percent (3%) annually during existing lease term period and three percent (3%) at the end of the term and expiration of the tenancy created, or any extensions thereof. Lessee shall return and surrender possession of the Leased Premises to Lessor in the same condition as initially tendered by Lessor, reasonable wear and tear excepted, and shall surrender all keys for the Leased Premises to Lessor. Termination of this Lease by either party in accordance with the terms herein shall relieve all obligations and liabilities of Lessor and Lessee under this Lease. See **Exhibit B** for additional provisions pertinent to the Lease term and/or Rent Commencement Date.

Section III

a. OPTION TO RENEW.

Provided that this Lease is not in default under any of the terms, conditions, or provisions hereof at any time during the Lease term, Lessee shall have the option to extend the Lease for **TWO (2)** additional **THREE (3)** year consecutive periods commencing at the expiration date of the initial term of the Lease or the then existing period. The Base Monthly Rent for the option period shall be increased by 3% per year during both renewal periods. Such Renewal Option shall be exercisable by the Lessee by giving written notice of the exercise of the renewal option to the Lessor at least ninety (90) days prior to the expiration of the original Lease Term. In the event that the Lessee exercises the option to renew this Lease, the Lease term shall be extended accordingly upon the same terms, covenants and conditions as set forth in this Lease.

b. RIGHT OF EARLY CANCELLATION.

Lessee shall have the right to cancel this Lease, upon no less than ninety (90) days’ prior written notice, should Commissioner Roberto J. Gonzalez no longer serve as District 11 Commissioner for any reason whatsoever. Lessee shall perform its financial obligations during and up through the date of cancellation, and shall be required to return the Premises pursuant to the terms of the Lease including the removal of its Signage throughout the Property. Lessee shall have the right to cancel this lease should Landlord fail to deliver possession of the Premises within thirty (30) days of the Lease Commencement Date.

Section IV. RENT.

Lessee agrees to timely pay Rent and other charges required to be paid by Lessee which are referenced in this Lease. The term “Rent” means, collectively, the Base Rent and any Additional Expenses. As used in this Lease, the term “Additional Expenses” means any other sums of money or charges whatsoever required to be paid by Lessee to Lessor pursuant to this Lease, whether or not, the same is designated as “Additional Expenses” or otherwise.

Lessee Initials _____

Lessor Initials _____

The Base Rent per month for the Premises shall be **Four Thousand Four Hundred Sixteen and 75/100 Dollars (\$4,416.75)** and will increase annually by three percent (3%).

Commencing on the Rent Commencement Date, it is further agreed that the Lessee shall pay each month in addition to the Base Rent, the pro rata share of: (a) all real estate taxes levied against Center of which the Leased Premises are a part; (b) all liability insurance on the building and Common Areas, security, landscaping; (c) all building and Common Area maintenance, to include utilities; and (d) administrative management fee (collectively "Additional Expenses").

Such pro rata share shall be computed based on the ratio of space occupied by Lessee to the total square footage rentable at the Center. Such Additional Expenses attributable to (a) all real estate taxes levied against Center of which the Leased Premises are a part; (b) all liability insurance on the building and Common Areas, security, landscaping; (c) all building and Common Area maintenance, to include utilities; and (d) administrative management fee shall be payable monthly by Lessee to Lessor, in an amount estimated to be One Thousand Five Hundred Fifty Four and 04/100 Dollars (\$1,554.04) per month and Eighteen Thousand Six Hundred Forty Eight and 50/100 Dollars (\$18,648.50) per year for the square footage of One Thousand Nine Hundred Sixty Three (1,963 sf) at a rate of Nine and 50/100 Dollars (\$9.50) for the first year upon the determination by Lessor of the actual cost of the foregoing, the Additional Expenses shall be adjusted accordingly. The Common Area maintenance, insurance utilities, and administrative management expenses shall be adjusted on an annual basis to reflect increases in the actual cost from the preceding year. Such increase shall become effective on January 1st of every year during the term of this Lease, regardless of the Rent Commencement Date of this Lease. Lessor shall notify Lessee in writing of any adjustment to the Additional Expenses at least thirty (30) days prior to taking effect.

Lessee shall contract for, in its own name, and shall pay before delinquency, all utility services rendered or furnished to the Leased Premises including air conditioning, heating, water, gas, telephone service, electricity, fire protection, garbage service, sewer treatment facilities and the like, together with all taxes levied and other charges on such utilities. If Lessor is required to supply any such services due to Lessee's failure, or if any such services are paid for by the Lessor under a master meter or master contract, Lessee shall purchase same from owner at charges not in excess of the charges for utilities in the area, plus an additional ten percent (10%) for Lessor's overhead expenses. Any such charges for service supplied by Lessor shall be due and payable within sixty (60) days after the billings are rendered to Lessee and shall be deemed an Additional Expense due and payable by Lessee in conjunction with all other obligations of Lessee under this Lease. However, in no event shall Lessor be liable for the quality, quantity, failure or interruption of such service to the Leased Premises when Lessee is able to contract for services themselves.

Rent shall be payable on the first day of each and every month by Lessee to Lessor, in advance and without demand at Lessor's mailing address in section XXIX of this Lease. All checks and/or negotiable drafts for Rent and Additional Expenses are to be made payable to the order of Lessor. If the Rent Commencement Date is not on the first day of a calendar month, the first payment for such partial calendar month shall be paid together with Rent for the month next following the Rent Commencement Date.

In the event that the Rent Commencement Date is not the first day of a calendar month, Lessee shall, on the first day of the calendar month immediately following the Rent Commencement Date, pay Lessor with the first full monthly payment of Rent, Additional Expenses and an amount equal to the pro-rata portion of Rent and Additional Expenses for the number of days from the Rent Commencement Date to the end of such fractional month. Rent and Additional Expenses for any fractional month to the end or early expiration of the term shall also be pro-rated.

If the Lessee fails to pay any Rent or other amounts or charges provided for in this Lease within ten (10) days after the same is due and payable, Lessee shall pay an amount equal to ten percent (10%) of gross monthly Rent and Additional Expenses as a late fee. All late fees, which accrue hereunder, shall be construed and deemed an Additional Expense

Lessee Initials _____

Lessor Initials _____

payable hereunder. If Lessee pays the Rent with a check or bank draft which is returned unpaid or uncollected, Lessee shall pay to Lessor a Twenty Five Dollar (\$25.00) processing fee for each such check or bank draft in addition to the total amount overdue and any applicable late charge. In the event that two or more of Lessee's checks or bank drafts are returned unpaid or uncollected during the Lease term, Lessor may require, at its sole discretion, as a condition of Lessee continuing its tenancy hereunder, that all subsequent payments of Rent and Additional Expenses be in the form of cash, cashier's check or money order.

In summary, during the term of this Lease, Lessee agrees to pay Rent and Additional Expenses in monthly installments for the Leased Premises beginning on and after Rent Commencement Date at the following rate (see **Exhibit B** for additional provisions pertinent to the term and full rent schedule by lease year):

A. Initial Rental per square foot dollars:

$$\underline{\$27.00} \text{ (NET)} + \text{Total Square Feet } \underline{1,963} = \underline{\$53,001.00}$$

INITIAL TOTAL MONTHLY PAYMENT FOR FIRST YEAR UNDER THIS LEASE:

- A. \$4,416.75 BASE RENT
- B. \$1,554.04 COMMON AREA EXPENSES (CAM) Estimated Annual Common Area Maintenance for 2023 @ \$9.50 / SF
- C. \$5,970.79 SUBTOTAL
- D. \$0.00 - Miami-Dade County is sales tax exempt
- E. \$5,970.79 ****TOTAL MONTHLY RENTAL DUE (RENT AND ADDITIONAL EXPENSES) ****

BREAKDOWN OF ESTIMATED ANNUAL EXPENSE:
Per Square Foot of Rentable Space – Total Rentable Space: 45,138.00 square feet + or -

	<u>Estimated 2023 Common Area Maintenance</u>	<u>Per Square Foot</u>
Total Center Amount	\$428,811	N/A
Total Lease Premises Amount	\$18,648.50	\$9.50

Section V. USE OF LEASED PREMISES; RESTRICTIONS.

The Leased Premises shall be used solely for the commercial purpose of conducting the business of Miami-Dade County and / or DISTRICT 11 Space. Notwithstanding anything to the contrary in this Lease, Lessee shall have the obligation to make all changes, modifications, improvements, or alterations to the Leased Premises. Lessee is also obligated to commence business operations on the Leased Premises, and continue doing so for the full extent of this Lease.

Lessee shall not permit any noxious, foul or disturbing odors to emanate from the Leased Premises nor use loudspeakers, phonographs or radio broadcasts in a manner so as to be heard outside of the Leased Premises. Lessor shall have no duty to enforce any rules and regulations, or the covenants contained in any other Center lease, as against any other lessee or occupant of the Center, and Lessor shall not be liable to Lessee for violation of same or for any act or omission by any other lessee or occupant of the Center.

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Lessee shall not sublet, assign or permit all or any part of Leased Premises to be used for any other business or purpose by any other person without the prior written consent of Lessor. Lessee shall use reasonable best efforts at all times before, during and after the Rent Commencement Date to avoid any material interference, hindrance or obstruction with the adjacent lessee's ongoing and normal business operations in the Center. Lessee is prohibited from accessing the roof of the Leased Premises or Center unless written consent is obtained from Lessor along with an insurance coverage acceptable to Lessor is purchased by Lessee.

Section VI. SECURITY DEPOSIT.

Lessor and Lessee have mutually agreed that security deposit will not be required therefore security deposit is not applicable.

Section VII. SECURITY INTEREST.

INTENTIONALLY OMITTED

Section VIII. CONTROL AND USE OF COMMON AREAS.

Common Areas are all those areas and facilities including parking areas, driveways, sidewalks, walkways, landscape areas, utility and drainage systems, utility rooms, hallways, stairways, alleys, dumpster enclosures, and improvements provided by the Lessor for general use, in common, by lessees, their officers, agents, employees, customers, or persons having business with lessees.

Common Areas are subject to the exclusive control and management of Lessor, who shall have right from time to time to establish, modify and enforce rules and regulations with respect to their use. Lessor shall have the right to construct, maintain and operate lighting, refuse storage or removal, parking and other facilities, to restrict parking, to discourage parking by persons not having business with lessees, to temporarily close Common Areas, to close all or any portion of said areas or facilities to such extent as may, in the sole discretion of Lessor's counsel, be legally sufficient to prevent a dedication thereof or the accrual of any rights to any person or the public therein, and to do and perform such other acts in and to said areas and improvements as, in the exercise of good judgment, the Lessor shall determine to be advisable. The rights accruing to Lessor, pursuant to this section, shall not imply any obligation on Lessor to exercise them. Lessor will operate and maintain the Common Areas at its sole discretion, in a reasonable manner.

Notwithstanding any other provisions of this Lease, the Lessor, at its sole cost and expense, shall repair and maintain the structural portions of the Center, including, but not limited to, common areas of the Center, and electrical systems that are installed or furnished by the Lessor throughout the Center, unless issues to the maintenance and repairs are caused by the negligence, or the intentional or willful act of the Lessee, its agents, vendors, employees, licensees, or invitees, in which case the Lessee shall pay the Lessor the cost of such maintenance and/or repairs, less the amount of any insurance proceeds received by the Lessor on account thereof if any. The Lessor shall be solely responsible for any and all damages and repairs caused by the Lessor, and/or its employees, agents and/or vendors. The Lessor shall maintain and keep in good order, condition, and repair the Center, including, but not limited to, the roof, foundations, load bearing walls, pest control for the Common Areas, landscaping, walkways, pathways, sidewalks, and the parking lot area. The Lessor shall comply with any and all building and zoning codes, as applicable. The Lessor shall make any and all repairs within a) minimum of a ninety (90) day period following receipt of notice of the need thereof from the Lessee. Further, the Lessee shall have no liability to the Lessor for any damages; inconvenience or interference regarding the use or any damage to the Center, Premises and/or Land as a result of performing any such work. . If Lessor is required to make repairs to the structure or exterior of the Center's structure, exterior walls, roof or common areas by reason of Lessee's negligent act or omission to act, or if the presence of waste or

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rubbish in the Common Areas is caused by Lessee, its officers, directors, employees, licensees, or invitees, Lessor may charge the cost of such repairs or the removal of such waste or rubbish to the Lessee, which charge shall thereafter become due and payable as an Additional Expense by Lessee.

Any repair or maintenance performed by Lessor, which are not the result of Lessee's, Lessee's employees' or Lessee's agent's negligence shall be paid from the collection of Center lessees' pro rata share of all maintenance expenses for the Center. Lessee shall be responsible for the pro rate share of all maintenance expenses for the property of which the Leased Premises are a part. Such pro rata share shall be computed on basis of square footage leased over the total square footage occupied, as more fully set out in section IV of this Lease. Lessee's pro rata share shall be due and payable as an Additional Expense upon Lessor's notification of Lessee's share. Any work required of Lessor under this section shall be required only upon notice to Lessor, and Lessee shall report the need for any repairs promptly, in writing.

In order to minimize any disruption to the Lessee's use of the Premises, the Lessor shall provide the Lessee written notice at least twenty-four (24) hours 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 Lessor's notice of pending repairs and/or maintenance, the Lessee shall reasonably consent to such work, and the Lessor 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 Lessee, and its employees, except in case of an emergency in which case Lessor may enter the Premises without notice.

Section IX. MAINTENANCE OF LEASED PREMISES.

Lessee shall at all times maintain and keep the Leased Premises, (including exterior entrances, all glass and windows), and all components, partitions, doors, fixtures, equipment and appurtenances thereof, (including lighting and plumbing fixtures,), in good operating order and repair, in clean and sanitary condition, and shall make all necessary repairs, ordinary and extraordinary, foreseen and unforeseen, including all necessary replacements, alterations, additions and betterments, using material and equipment of like kind and quality to the original improvement and/or condition.

If Lessee fails to repair and/or maintain the Leased Premises as required hereunder and to the reasonable satisfaction of Lessor within a reasonable period of time as set by Lessor, after written request, Lessor shall hereby have the right to enter the Leased Premises as necessary to effect repairs and to make such repairs at Lessee's sole cost and expense, without liability to Lessor for any loss or damage that may accrue to Lessee's merchandise, fixtures, or other property or to the Lessee's business by reason thereof, and upon completion thereof. Lessor will also not be responsible for any business interruption expenses caused to Lessee. Lessee shall be responsible for reimbursing and compensating Lessor, in addition to all other obligations under this Lease, for Lessor's cost for making such repairs, upon presentation of the bill thereof, which shall be conclusive evidence of the amount due for such cost.

Seeing that the leased premises has two (2) HVAC units, Lessee hereby accepts the existing HVAC units, currently installed on the premises in an "as-is" condition. However, prior to possession of premises, but no later than delivery of possession of leased premises, Lessor shall inspect and, if applicable, provide service and maintenance to the HVAC units to ensure HVAC units are good, working condition. Furthermore, Lessor shall provide Lessee all maintenance and/or service records for the HVAC units. Lessee is required to have maintenance performed by a licensed mechanical engineer on each HVAC unit with the Lessor present, which includes the following:

- Replacing the HVAC air filters on an as needed basis;
- Regularly service the HVAC units on a quarterly basis, changing belts, filters, and other parts as required;

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- Checking refrigerant lines for leaks on a quarterly basis;
- Assuring proper electrical operations;
- HVAC system cleaning as required by the manufacturer of the unit;
- Perform emergency and extraordinary repairs on the HVAC units subject to the warranty in place; and
- Keep a detailed record of all services performed on the leased premises and prepare a year service report to be furnished to the Lessor at the end of each calendar year.

Lessee hereby accepts the existing HVAC units, currently installed on the premises in an “as-is” condition. Lessee is required to have maintenance performed by a licensed mechanical engineer on each HVAC unit monthly with the Lessor present, which includes replacing the HVAC filter, checking refrigerant lines for leaks, assuring proper electrical operations, and HVAC system cleaning as required by the manufacturer of the unit. Lessee must show proof of said maintenance to Lessor by way of receipt or other proof of payment from the licensed professional who performed the maintenance. If the HVAC units cease to function during the term of the Lease, the Lessee shall be solely responsible for the cost of all repairs. If the Lessee fails to conduct the necessary maintenance and repairs, Lessor will perform the required maintenance and/or repairs at its discretion and Lessee shall be responsible for reimbursing and compensating Lessor, in addition to all other obligations under this Lease, for Lessor’s cost for making such repairs, plus twenty (20%) percent for overhead expenses, upon presentation of the bill thereof, which shall be conclusive evidence of the amount due for such cost. In the event the HVAC unit is deemed not repairable, Lessee shall replace the HVAC unit with a new identical unit manufactured by Hill York or a comparable unit with similar functionality. Lessee shall be responsible for the cost of the HVAC unit, one hundred 100% percent. Lessee shall request approval of the replacement HVAC unit in writing in advance of installation from Lessor.

Lessee understands that at the expiration or termination of this Lease, Lessee is required to dispose of all trash, rubbish and recyclables in the Leased Premises at Lessee’s sole cost and expense.

Section X. FIXTURE; ALTERATIONS; REPLACEMENTS; IMPROVEMENTS.

Lessee shall not, without prior written approval of Lessor, which shall not be unreasonably withheld or delayed, install or permit to be installed any fixture or improvement or make any alterations, additions, replacement or repair upon the Leased Premises or building, including signs, electrical apparatus, cutting or drilling into any part of the Leased Premises or building, securing any fixtures, apparatus or equipment of any kind to any part of the Leased Premises or building. Lessor acknowledges and agrees that Lessee may make the following improvements upon commencement of the Lease:

Tenant Improvements:

- Drywall partitions up to the existing ceiling:
 - Commissioner’s Office
 - Three (3) Staff Offices
 - Conference Room
 - Reception/Waiting Area
- One Lounge area with Kitchen Cabinets and Sink
- Refurbish two existing toilets.
- New carpet and/or LVT flooring

Lessee shall present to Lessor plans and specifications for any such work at the time approval is sought, and if approval is granted, shall cause all work to be completed according to said plans and specifications, in compliance with all laws, ordinances, rules and regulations of any authority with jurisdiction over the Leased Premises, and in a professional and workmanlike manner. In the event such alterations, improvements or additions are made

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hereinabove provided, Lessee shall indemnify and hold harmless Lessor from all expenses, liens, claims or damages to either persons or property arising out of or resulting from the undertaking or making of such alterations, improvements, or additions, subject to and limited by the provisions of section 768.28, Florida Statutes. Notwithstanding the forgoing, under no circumstances shall Lessee have the right to create or permit the establishment of any lien or encumbrance of any nature against the Leased Premises or the Center for said improvement or improvements by Lessee, and Lessee shall fully pay the cost of any improvement made or contracted by Lessee.

All alterations, replacements and improvements permanently affixed to the Leased Premises by Lessee shall become property of the Lessor upon expiration or termination of this Lease or any extension or renewal and shall remain on the Leased Premises in absence of a written agreement with the Lessor to the contrary. Lessee shall remove all its trade fixtures, and any alterations or improvements which have not become the property of the Lessor, before surrendering the Leased Premises as aforesaid and shall repair any damage to the Leased Premises or Center caused thereby. Upon expiration of this Lease, or any renewal term thereof, any property belonging to the Lessee, which the Lessee has failed to remove from the Leased Premises shall forthwith become the property of the Lessor and Lessee shall be liable for the cost of removal thereof. Should Lessor not accept the property abandoned by Lessee on the Leased Premises, then Lessor reserves the right to bring the appropriate legal action to require Lessee to remove Lessee's property and return the Leased Premises to the original condition as delivered by Lessor.

Lessee shall employ only such laborers that will refrain from instigating strikes or labor disputes among other employees in the Center employed by Lessor or Lessor's contractors. All work done by the Lessee shall be performed in such a manner that the same will comply with all provisions of the law, ordinances, and all rules and regulations of any and all agencies and authorities having jurisdiction over the Leased Premises, and at such time and in such manner as not to interfere with the progress of any work being performed by or on account of Lessor. Notwithstanding the forgoing, under no circumstances shall Lessee have the right to create or permit there to be established any lien or encumbrance of any nature against the Leased Premises or Center for said improvement or improvements by Lessee, and Lessee shall fully pay the cost of any improvement made or contracted by Lessee.

Lessor may record the Lease, or a memorandum thereof, to notify all potential Lienor or materialsmen who claim to have furnished to Lessee such services, products and/or material. All such obligations shall be duly discharged by Lessee within ten (10) days after the filing of any lien. Lessee's obligation to observe this covenant and perform under this section shall survive the expiration or termination of the term of this Lease.

Section XI. LESSOR'S AND LESSEE'S OBLIGATIONS REGARDING INTERIOR OF LEASED PREMISES.

Lessor will provide Lessee with a "Vanilla Shell" standard store, in the area designated as the Leased Premises in section I. As it pertains to this Lease and Leased Premises, the Vanilla Shell provided by Lessor shall be defined and limited to the following:

- a. WATER AND SEWER – Lessor will furnish water service to the Leased Premises. Any additional water and sewer extensions within the Leased Premises shall be the responsibility of the Lessee and shall be in accordance with the governing federal, state and local codes. Lessor will provide one (1) ADA compliant bathroom, inclusive of one (1) ADA compliant toilet, one (1) ADA compliant sink and faucet, one (1) ADA compliant mirror, one (1) 42" stainless steel grab bar and one (1) 36" stainless steel grab bar.
- b. ELECTRICAL – Lessor will furnish electric service to the Leased Premises, subject to limitations of the utility service, including meter base, main panel with 125 AMP service at a location in the Lessor's discretion. Lessor will provide eight (8) 2' x 4' lay in fluorescent light fixtures of four (4) lights each per approximately

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1,000 square feet of rented space. Any light fixture, outlet, and / or switch will have the furnished wiring to the main panel board.

- c. CEILINGS – Lessor will provide standard white, 2’ x 4’ acoustical ceiling tile with white acoustical grid. Acoustical ceiling runners will be installed perpendicular to the structural steel joists.
- d. FLOOR – Lessor will provide Lessee with a bare concrete slab.
- e. WALLS – Lessor will provide Lessee with a tape and finished drywall partitions unless otherwise noted.
- f. AIR CONDITIONING AND VENTILATION SYSTEM – Lessor will provide a split system air conditioning unit or packaged unit (depending on location of Leased Premises in the Center), single zone, with all ductwork, diffusers and start-up. Gas will be 410A unless otherwise noted. In the event the HVAC system needs replacement during a Lessee’s tenancy, Due to the new condition of the HVAC units as well as the status of their warranty, Lessor shall be responsible for one hundred 1(100%) percent of the replacement cost as stipulated in section IX of this Lease.

Unless otherwise mutually agreed upon, Lessee will be responsible for all improvements, modifications, alterations, works, and construction to the Leased Premises not provided by Lessor in accordance with the Vanilla Shell as defined above. Lessee shall abide and conform with all applicable governing federal, state, and local codes and restrictions when modifying the interior space of the Leased Premises including, but not limited to the following components:

- a. FLOOR – Lessee will maintain the flooring unfinished as provided initially by Lessor unless otherwise noted. Flooring furnished and installed by Lessee must be of a commercial grade quality.
- b. WALLS – All walls or partitions constructed by Lessee.
- c. FURNITURE AND FIXTURES – All store fixtures, cases, wood paneling and cornices installed by Lessee.
- d. SHOW WINDOW BACKGROUND, FLOORS – All show window floors, backgrounds, sliding doors, ventilation and show window lighting fixtures and lamps installed by Lessee.
- e. SPECIAL EQUIPMENT – All special equipment including installation and accessories acquired by Lessee for use in the Leases Premises.
- f. PAINTING – All painting or covering of interior wall surfaces conducted by Lessee.
- g. TOILET FACILITIES – All modifications to the plumbing, fixtures and accessories by Lessee. Lessee will be responsible for coordinating all arrangements with the local utility for service. Lessee will maintain the ADA compliant bathroom provided by Lessor at Lessor’s standard finish, unless otherwise noted.
- h. ELECTRICITY – Any modifications to the complete electrical distribution system, from Lessee’s side of main service panel, to include electrical fixtures, equipment, lighting, lamps, outlets, wiring, and connections. Lessee will make all arrangements for electrical service. Lessee shall not use Romex wiring when installing new electrical systems.

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- i. INTERNET/TELEPHONE/CABLE – Any modifications by Lessee to all conduits for telephone wires. Lessee will make all arrangements with the corresponding companies for service.
- j. ALARM SYSTEM – Any modifications to the alarm system or other protective devices by Lessee.

SECTION XII. LESSEE’S IMPROVEMENTS.

The following improvements and/or works shall be performed by Lessee, at Lessee’s sole cost and expense, in compliance with the following:

- A. PLANS AND SPECIFICATIONS: Lessee agrees to submit to Lessor or Lessor’s architect for their approval, within thirty (30) days from the date of this Lease, three (3) sets of preliminary plans and specifications evidencing Lessee’s proposal for Lessee’s improvements required hereunder, prepared in conformity with the applicable provisions of this Lease. The cost of such plans and specifications and drawings shall be the Lessee’s sole responsibility. Within thirty (30) days after Lessor’s review and approval of the preliminary plans and specifications, Lessee shall deliver to Lessor or Lessor’s architect three (3) sets of working drawings and specifications in conformity with the approved preliminary plans and specifications. Such plans and working drawings shall include, but shall not be limited to, the floor plan, the store front electrical heating and air conditioning system, fixturing and signs. All plans, specifications and drawings shall be prepared in accordance with all applicable governing codes and ordinances. Lessee will be required to submit plans and specifications and obtain approval from the governing authorities having jurisdiction over the Leased Premises. Lessee shall also be required to obtain all necessary permits for Lessee’s improvements and construction. Notwithstanding anything herein to the contrary, Lessee shall do no work in the Leased Premises unless and until all of Lessee’s plans and specifications have been approved by Lessor in writing and all applicable governmental approvals and permits have been obtained. Design of the Leased Premises shall comply with NEC, NFPA, ADA, and the South Florida Building Code’s most recent editions as of the date of execution of this Lease.
- B. COMPLETION OF LEASED PREMISES: All improvements and construction required to be completed and placed in the Leased Premises in a finished and finalized condition for the opening of the business is to be performed and completed at Lessee’s sole cost and expense, subject to agreement between Lessor and Lessee for Lessor to complete such improvements in Lessor’s sole discretion as set forth in Section X herein. Included in such work, but without limitations, are all division walls, floor coverings, wall finishes, doors, all store fixtures, all signs, all painting, all decorating, and sprinkler system.
- C. Lessee in the course of construction shall, at its sole cost and expense, comply with the following:
 - a. The existing Code for building permits.
 - b. Use non-combustible materials above the ceilings.
 - c. Not build any Mezzanines structures.
 - d. Provide and finish all partitions.
 - e. Provide all floor coverings.
 - f. Seek approval from Lessor to provide for any heating and air conditioning equipment required by Lessee in addition to units already supplied by Lessor.

- g. Seek approval from Lessor for all wiring and duct work applicable thereto, which must be designed, signed and sealed by a professional engineer. Lessee acknowledges that the space above the ceiling may not be used as a return air plenum unless Lessee provides proper fireproofing. If the space above the ceiling is not used as a return air plenum, then heating ducts above the ceiling shall be insulated. No roof penetration will be permitted without prior written approval of Lessor's architect. All components shall be in proper operation prior to Lessee opening and/or operating the Leased Premises for business.
 - h. Pay all cutting and patching of the existing roof area, required for the installation of air conditioning and ventilation systems, plumbing or utilities. However, Lessee acknowledges that in all cases Lessor's approved contractors or subcontractor shall perform said labor.
 - i. Provide and pay for all utilities, plumbing, electric and telephone as well as all other services furnished per Lessee's requirements under the existing floor slab within the Leased Premises. Lessee shall perform said work at Lessee's sole expense and Lessor's written approval will be required prior to any saw cutting and demolition of the existing concrete slab.
 - j. Provide Lessor with electrical drawings, inclusive of one line diagram, power, and reflected ceiling plans detailing Lessee's proposed electrical load requirements which will be submitted to the Lessor's architect to review compliance.
 - k. Furnish all plumbing, accessories, and components required to provide hot water and drinking fountain as applicable and as required by federal, state and local building codes.
 - l. Furnish all required life safety accessories and components as may be required by federal, state and local governmental agencies to supplement what has been provided by Lessor.
 - m. Provide all time clocks.
- D. Lessee shall furnish, install and connect all trade fixtures as required by Lessee's merchandising layout, which such fixtures must be new and unused, unless otherwise approved in writing by Lessor.
- E. Lessee shall submit all sign drawings to Lessor for approval prior to submission by Lessee to the local building department for review, approval and permitting.
- F. In order to avoid labor disputes, which would interfere with the construction, completion and/or operation of the Leased Premises or Center, or with any work carried on therein, Lessee will engage the services of only such contractors and subcontractors that will work in harmony with each other, with employees of Lessor, and any others then working in the Center, and only such labor that will work in harmony with all other labor then working in the Center.
- G. Lessee shall be limited to performing its work, including the maintenance of any office or stage space for construction purposes, within the Leased Premises only. Lessee and Lessee's contractors shall be responsible for the daily removal of all debris, trash, rubbish and surplus materials resulting from construction, fixturing and merchandising of the Leased Premises from the Center. Lessee will not use existing dumpsters for the disposal of the aforementioned items resulting from construction activities. If existing dumpsters are used for construction debris, Lessor reserves the right to invoice Lessee, which will include any associated cost added to the Additional Expenses.
- H. Lessee shall be responsible for all temporary utility connections for its work and construction, including payment of utility charges.

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- I. Lessor or Lessor's architect shall in no way whatsoever incur liability of any sort for any approvals or consent given Lessee with respect to the finished product, design and construction by Lessee, or compliance with applicable laws and regulations. Any deficiency in design or construction and any correction of such deficiency that had the prior approval of Lessor, shall be solely the responsibility of Lessee.

Section XIII. EXTERIOR APPEARANCES

Lessor has the exclusive right to control the exterior appearance of the Leased Premises and/or Center, including but not limited to all signs, decorations, and/or advertising visible from the exterior of the building (including those on the exterior and interior of windows, walls and doors), shade awnings, window coverings, exterior or interior lights, antennae, canopies, or anything whatsoever affecting the visual appearance of the Center. Lessee will not place or suffer to be placed or maintained any item of any kind on or anywhere on the Leased Premises or Center affecting the exterior appearance of the building, or Common Areas without first obtaining Lessor's written approval and/or consent, which such approval and/or consent shall be in Lessor's sole discretion. Lessee further agrees to maintain such sign, awning, canopy, decoration, lettering, or other advertising matter as may be approved by Lessor in good condition and repair at all times.

Lessee will not cause advertisements of any type to be distributed in or about the Center, except within the perimeter walls of the Lessee's Leased Premises. No advertising of any kind, including but not limited to distribution of leaflets or flyers will be permitted in or about the public areas of the Center and / or the parking areas of the Center. No advertising medium utilizing flashing lights or other types of attention attracting devices, whether sensual, visual or audible shall be utilized in or about the Center where the same can be felt, seen or heard outside the Leased Premises of the Lessee utilizing same.

Notwithstanding the permanent signage on the elevation wall above Lessee's storefront, on a temporary basis, for ninety (90) days from the completion of the Tenant Improvements or the Commencement Date of the Lease, whichever is later, Lessee may install directional signage placed at an agreed upon location(s) on the perimeter of the Center, and possibly on or about the public sidewalks adjoining SW 42 ST & SW 127 Ave, at a location approved by Miami Dade County and the Department of Transportation (DOT), if applicable, indicating that this is where the Commissioner's Office is located. If and as applicable, if signage requires permits, Lessee shall apply for all applicable permits with AHJ.

Section XIV. ESTOPPEL CERTIFICATE; ATTAINMENT; SUBORDINATION.

Within fifteen (15) days after request by Lessor, Lessee shall deliver to Lessor a written and acknowledged statement certifying that Lessee has completed construction of the Leased Premises, that this Lease is unmodified and in full force and effect (or, if there have been modifications, that same is in full force and effect as modified, and stating the modifications) and the dates to which the Rent, Additional Expenses and other charges have been paid in advance, if any, it being intended that any such statement being delivered pursuant to this section may be relied by any prospective purchaser or mortgagee on the fee of the Leased Premises.

Upon request of Lessor, Lessee shall, in the event any proceedings are brought for the foreclosure of the Leased Premises, or in the event of exercise of the power of sale under any mortgage made by Lessor covering the Center and/or Leased Premises, attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as Lessor under this Lease.

Lessee, without demand from Lessor, will subordinate this Lease to any ground lease, mortgage or mortgages which now or hereafter affect the Leased Premises, and to any renewals, modifications or extensions of such ground lease, mortgage or mortgages. Lessee will execute and deliver a mutually agreeable subordination, non-disturbance and attornment agreement within five (5) business days of the execution of this Lease, which will subordinate this Lease to any ground leases, mortgage or mortgages, or to liens resulting from any other method of financing or refinancing, now or hereafter enforced against the land and/or building of which the Leased Premises are part, or against any buildings hereafter placed upon the land of which the Leased Premises are part, and to all advances made or hereafter to be made upon the security thereof. Otherwise, Lessee's said rights in the Leased Premises shall be deemed automatically subordinated hereunder.

Lessee, upon request of any party in interest, shall execute promptly such instruments or certificates to carry out the intent of this section.

If any mortgagee comes into possession or ownership of the Leased Premises or the Center, or acquires Lessor's interest by foreclosure of a mortgage or otherwise, Lessee in attorning to such mortgagee, will not be entitled to a credit for Rent or any Additional Expenses paid in advance of such event. If any mortgagee(s) request reasonable modifications to this Lease as a condition to disturbing any monies to be secured by mortgage encumbering the Leased Premises or Center or otherwise, Lessee agrees that, within fifteen (15) days after such a request from Lessor, Lessee will execute and deliver to Lessor an agreement, in form and substance satisfactory to Lessor and to said mortgagee(s), evidencing such modifications.

This Lease shall not be recorded by Lessee in the public records. Upon request of Lessor and in Lessor's sole discretion, Lessee may be required to execute a short form of this Lease which may be recorded by Lessor.

Within fifteen (15) days of written request by Lessor, Lessee shall provide a complete estoppel or status of lease report, duly signed by an authorized agent of the Lessee, in such form and with such consent as reasonably required by Lessor.

Notwithstanding anything to the contrary set forth in this Section, in no event shall such mortgage or other subordination disturb the Tenant in its possession and occupancy of the Premises during the term of this Lease.

Section XV. INSURANCE; INDEMNITY.

The Lessee is self-insured. Lessor acknowledges that the Lessee is self-insured, and therefore, Lessor acknowledges that Lessee shall not be required to secure any type of insurance coverage during the term of the Lease. Lessee shall provide Lessor with a Certificate of Insurance or similar letter of coverage for the premises.

Lessee shall require its contractors to furnish Lessor or Lessor's agents evidence of adequate insurance coverage prior to Lessee's contractors performing any work in the Leased Premises and Lessee agrees to indemnify and hold harmless Lessor and Lessor's agents from and against any claims, actions or damages resulting from all acts of Lessee, its agents, employees, and contractors in performance of Lessee's work and improvements, all as limited by and subject to the provisions of section 768.28, Florida Statutes.

Lessor shall not be liable to Lessee for and Lessee shall hold Lessor harmless from and indemnify Lessor against any claims, arising from injury to or death of persons or damage to property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, flood, air pollution, rain or leaks from any part of the Leased Premises or from the pipes, appliance or plumbing works or by dampness or by any other cause by other lessees or persons on the Leased Premises or the Center, occupants of Center or of adjacent property, or the public, or

caused by construction operations of any private, public or quasi-public organization, all as limited by and subject to the provisions of section 768.28, Florida Statutes.

In the event the Lessor is made a party to a threatened, pending, or completed action, suit or proceeding, Lessee shall indemnify, hold harmless and defend Lessor from and against any and all suits, claims, judgments, fines, actions, damages, liability, amounts paid in settlement and expenses, including reasonable attorneys' fees in connection with loss of life, personal injury and/or damage to property arising from or out of the occupancy or use by Lessee of the Leased Premises, Center or any part thereof, or occasioned wholly or in part by any act or omission of Lessee, its officers, agents, servants, contractors and employees, all as limited by and subject to the provisions of section 768.28, Florida The provisions of this section shall survive the expiration or earlier termination of this Lease.

Section XVI. ACCESS BY LESSOR.

Upon forty-eight (48) hours written notice, Lessor or Lessor's agents shall have the right to enter the Leased Premises during business hours and during emergencies to examine the Leased Premises and to show the Lease Premises to prospective purchasers, or prospective lessees of the Center, and to make necessary repairs, and Lessor shall be allowed to take all material and products into and upon said Leased Premises that may be required thereof without the same constituting an eviction of Lessor in whole or in part and the Rent and Additional Expenses paid and reserved shall in no way abate while said repairs, are being made, by reason of loss or interruption of business of Lessee, or otherwise provided that such repairs do not exceed a period of three days. Lessor may exhibit the Leased Premises to prospective lessees during reasonable business hours. If Lessee is not personally present to open and permit entry into said Leased Premises during business hours or during non-business hours when entry therein is necessary, Lessor or Lessor's agents may enter the same by a master key, or may forcibly enter the same, without rendering Lessor or Lessor's agents liable therefor, and without, in any manner, affecting the obligations and covenants of this Lease. Nothing herein contained, however, shall be deemed or construed to impose upon Lessor any obligations, responsibility or liability whatsoever, for the care, maintenance or repair of the building or Center or any part thereof, except as otherwise herein specifically provided.

Lessee acknowledges that Lessor, Lessor's agent or designee, an independent contractor, or an authorized utility company, as the case may be, will have the right to access the Leased Premises and run utility lines, pipe, conduits or ductwork where necessary or desirable, through attic spaces, column space or other parts of the Leased Premises, and to repair, alter, replace or remove the same subject to not disturbing the daily operations of Lessee's business unless an emergency exists.

Section XVII. LESSEE'S PROPERTY.

Lessee shall be responsible for payment prior to delinquency of all federal, state, county, and municipal taxes assessed during the term of this Lease against personal property of any kind, owned by Lessee or placed in, upon or about the Leased Premises. Lessor shall not be liable for any damage to property of Lessee or of others located on the Leased Premises, nor for the loss of or damage to any property of Lessee or of others by theft or otherwise.

Section XVIII. DESTRUCTION OF PREMISES.

If the Leased Premises are substantially or totally destroyed by fire or other casualty, or if the Premises are rendered untenable for a period of ten or more days, the Lessor or Lessee shall have the option of terminating this Lease upon fifteen (15) days written notice. If the Leased Premises are partially destroyed or damaged by fire or other casualty, the rent shall be prorated accordingly during the time the Leased Premises are untenable until the time in which it has been certified as safe to reenter and begin business operations again, and the Lessor shall have the option to determine whether to undertake to rebuild the Leased Premises or terminate this lease within ninety (90) days after said event, by written notice to

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Lessee. The Lessor shall not be liable for any inconvenience or interruption of business of the Lessee occasioned by fire or other casualty.

Section XIX. HOLDING OVER, SUCCESSOR.

This Lease and the tenancy herein created shall cease and terminate at the end of the term described in Section II of this Lease without the necessity of any notice from Lessor to terminate the same, and Lessee hereby waives notice to vacate the Leased Premises and agrees that Lessor shall be entitled to the benefit of all provisions of the law including the summary recovery of possession of premises from a lessee holding over to the same extent as if statutory notice had been given.

Any holding over after the term hereof or otherwise, with the Lessor's consent, shall be construed to be a tenancy at will from month to month at an increased rate of five (5%) percent of the Base Rent and Additional Expenses herein specified, and shall take effect on the terms and conditions herein specified. It is hereby understood by Lessee that all terms and conditions of this Lease between Lessor and Lessee shall prevail. Lessee agrees that this Lease shall be the entire agreement between the parties during any tenancy at will that may commence and will supersede all representations or conditions not contained herein. The mere payment or acceptance of rent by Lessor shall not be construed to be a renewal of the term in Section II.

Any holding over after the term hereof without the Lessor's consent shall automatically classify the Lessee as a tenancy at sufferance as defined under Florida Law, at an increased rate of five (5%) percent of the Base Rent and Additional Expenses herein specified, and shall take effect on the terms and conditions herein specified. The mere payment or acceptance of rent by Lessor shall not be construed to be a renewal of the term in Section II or consent to establish a tenancy at will under this Lease. Lessor retains the right to evict Lessee at anytime after the term herein.

Section XX. CONDEMNATION.

If the Center, including all of the Leased Premises and Common Areas are taken under the power of eminent domain or conveyed under threat of condemnation proceedings, or if a part of such Leased Premises or Common Areas are so taken or conveyed and Lessor determines that the remainder is inadequate or unsatisfactory for its intended purpose, then in either event, this Lease shall terminate effective as of the date Lessee is evicted and unable to operate its business on the property. Any award in such condemnation proceedings shall inure to the benefit of Lessor. Termination of this Lease as above provided shall not operate to deprive Lessee of the right to make a claim against or through the condemning authority for any damages suffered by Lessee, but Lessee shall have no right to make any claim against Lessor because of such termination. In the event this Lease is not terminated as provided hereinabove, Lessor, at its sole discretion, shall determine whether an equitable reduction of the Rent and Additional Expenses or termination of the Lease are warranted. If Lessor does not equitably reduce the Rent and Additional Expenses or terminate this Lease due to the part of the Leased Premises taken or conveyed, Lessee will continue to be bound by the terms of this Lease. In the event of any condemnation or taking as hereinabove provided, whether whole or partial, Lessee shall not be entitled to any part of the award, as damages or otherwise, for such condemnation and Lessor is to receive the full amount of such award. Lessee hereby expressly waives any right or claim to any part of a condemnation award.

Section XXI. LIENS.

Lessee shall never, under any circumstance, have the power to subject the interest of Lessor in the Leased Premises and Center to any mechanic's or materialmen's liens or lien of any kind. Lessee shall cause to be promptly discharged any mechanic's or other lien filed against the Leased Premises or Center by reason of any act or omission of Lessee. Notwithstanding anything to the contrary in this Lease, the interest of Lessor in the Leased Premises or Center shall not be subject to liens for improvements made by or for Lessee, whether or not the same shall be made or done in accordance with any agreement between Lessor and Lessee, and it is specifically understood and agreed that in no event shall Lessor or the interest of Lessor in the Leased Premises or Center be liable for or subjected to any construction liens for improvements or work made by or for Lessee; and this Lease specifically prohibits the subjecting of Lessor's interest in the Leased Premises or Center to any construction liens for improvements made by Lessee or for which Lessee is responsible for payment under the terms of this Lease. Pursuant to Chapter 713 of the Florida Statutes, all persons dealing with Lessee are hereby placed upon notice of this provision. All contracts that Lessee enters into for the performance of Lessee's improvements shall state that such contracts are for the exclusive benefit of Lessee.

In the event any notice or claim of lien shall be asserted of record against the interest of Lessor in the Leased Premises or Center on account of or growing out of any improvement or work done by or for Lessee, or any person claiming by, through or under Lessee, for improvements or work the cost of which is the responsibility of Lessee, Lessee agrees to have such notice of claim of lien terminated, cancelled and discharged of record either by the recordation of a release of lien or termination of, payment or bond as permitted by law, within ten (10) days after notice to Lessee by Lessor, provided that in the event the discharge cannot be effected within said ten (10) day period, Lessee has commenced all actions necessary to effectuate the discharge or termination within said ten (10) day period, and shall diligently pursue cancellation and discharge of such liens thereafter; and in the event Lessee shall fail to do so, Lessee shall be considered in material default under this Lease.

In the event Lessee fails to satisfy or transfer such security within this ten (10) day period, Lessor may do so and thereafter charge Lessee, as an Additional Expense, all cost incurred by Lessor in connection with satisfaction of such claim including attorneys' fees. Further, Lessee agrees to indemnify, defend, save and hold Lessor harmless from and against any damage or loss incurred by Lessor and Lessee as a result of any such mechanic's claim or lien. If so requested by Lessor, Lessee shall execute a short form or memorandum of this Lease, which may, in the Lessor's sole discretion, be recorded in the Public Records for the purpose of protecting Lessor's property from mechanic's claim of lien, as provided in Chapter Commercial Lease Agreement

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713 of the Florida Statutes. In the event such short form or memorandum of Lease is executed, Lessee shall simultaneously execute and deliver to Lessor an instrument terminating any of Lessee's interest in the real property upon which the Leased Premises are located, which instrument may be recorded by Lessor at the expiration of the term of this Lease, or such earlier termination hereof.

Section XXII. GARBAGE DISPOSAL.

Lessee, within the leased premises, will provide for the sanitary disposition of garbage and waste at its sole cost and expense and cost, which due to its nature can or would constitute a nuisance or health hazard. Odor prevention, cleanliness and sightlines of the garbage disposal facilities as provided or contracted for shall be a duty and responsibility of Lessee and its employees. If Lessor provides a common facility for disposition of garbage for use by some or all of the lessees, then Lessor shall pay a proportional share of the monthly cost of said service, when billed to Lessor as an Additional Expense.

Section XXIII. COVENANT RUNNING WITH THE LAND.

Lessor has entered into a Covenant Running with the Land in favor of Metropolitan Dade County pursuant to Section 24-12.1 (5)(a) of the Code of Metropolitan Dade County. A copy of this covenant is attached as **Exhibit C** to this Lease, and is recorded in the public records of Miami-Dade County. Among other things, the covenant prohibits the storage and/or use of Hazardous Material on the property on which the Leased Premises are located. Lessee agrees to abide thereby in all respects with this covenant.

Section XXIV. FORCE MAJEURE.

Notwithstanding anything else contained in this Lease, neither Lessor nor Lessee shall be liable for termination of the Lease, if such termination is caused by acts of God, or other force majeure events beyond its reasonable control, such as floods, governmental actions, natural disasters, pandemics, etc.

Section XXV. ASSIGNMENT; SUBLEASE.

Lessee shall not assign this Lease in whole or in part, nor sublet all or any part of the Leased Premises, nor permit others to use the Leased Premises without the prior written consent of Lessor. Lessor, as a precondition to review of any application for approval of proposed assignment or sublease shall be furnished with such information, as Lessor may choose to request to evaluate the financial status and business experience of the proposed sub-lessee/assignee, including, but not limited to, financial statements, business records and/or credit bureau checks. Consent by Lessor to any assignment or sublease shall not constitute a waiver of any of Lessor's rights and privileges under this Lease. Notwithstanding any assignment or sublease, Lessee and guarantors of its Lease, if any, shall remain fully liable on this Lease, and shall not be released from performing any of the terms, covenants and conditions of this Lease unless released in writing by the Lessor.

All rights and liabilities herein given to or imposed upon the parties hereto by this Lease shall inure to the benefit of and be binding upon their respective heirs, legal representatives, executors, administrators, successors and assigns, and if there shall be more than one Lessee, they shall all be bound jointly and severally by the term, covenants and agreements herein. No rights, however, shall inure to the benefit of any assignee or sublessee of Lessee unless the assignment or sublease to such assignee or sublessee has been approved by Lessor in writing as provided in this Lease.

Section XXVI. SOVEREIGN IMMUNITY

____ Nothing set forth in this Lease shall be construed as a waiver or limitation of Lessee's sovereign immunity as set forth in section 768.28, Florida Statutes.

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Section XXVII. ATTORNEYS' FEES.

Should either party hereto institute any action or proceeding at law or in equity (including arbitration) to enforce or interpret any provision hereof or for damages or other relief by reason of an alleged breach of any provision hereof, the prevailing party shall be entitled to receive from the losing party, in addition to allowable court costs, such amount as the court may adjudge to be reasonable as attorneys' fees for the services rendered the prevailing party in such action or proceeding, and such amount may be made a part of the judgment against the losing party.

Section XXVIII. COMPLETE AGREEMENT; AMENDMENT.

This Lease and any attached exhibits supersede any other agreements or understandings, written or oral, among the Lessor and Lessee, and Lessee has no oral representations, understandings or agreements with the Lessor or any of its officers, directors or representatives covering the same subject matter as this Lease. This written Lease is the final, complete and exclusive statement and expression of the agreement between the Lessor and Lessee and of all the terms of this Lease cannot be varied, contradicted or supplemented by evidence of any prior or contemporaneous oral or written agreements.

This written Lease may not be modified except by a written instrument signed by a duly authorized officer of the Lessor and Lessee, and no term of this Lease may be waived except by a written instrument signed by the party waiving the benefit of such term.

Section XXIX. NOTICE.

Any and all notices given in connection with this Lease shall be deemed adequately given only if in writing and personally delivered, sent by first class registered or certified mail, postage prepaid, return receipt requested, sent by overnight national courier service, sent by facsimile or email, provided a hard copy is mailed on that day to the party for whom such notices are intended or sent by other means at least as fast and reliable as first class mail. A written notice shall be deemed to have been given to the recipient party on the earlier of (i) the date it shall be delivered to the address required by this Lease, (ii) the date delivery shall have been refused at the address required by this Lease, (iii) with respect to notices sent by mail, the date as of which the postal service shall have indicated that the notice has been delivered to the address required by this Lease, (iv) with respect to a facsimile or email, the date on which the facsimile is sent. Any and all notices referred to in this Lease, or which any party desires to give the other, shall be addressed as follows:

To the Lessor: Birdgate, Inc.
Attn: Elio Ciocca, Vice-President
12781 S.W. 42nd Street, Suite A
Miami, Florida 33175
Facsimile: (305) 220-3018

with a copy to: Hinshaw & Culbertson LLP
2525 Ponce de Leon Blvd.
4th Floor
Coral Gables, Florida 33134
Attn: Ira J. Gonzalez
Telephone: (305) 428-5057
Email: igonzalez@hinshawlaw.com

To Lessee: Internal Services Department
111 NW First Street, Suite 2460

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Miami, Florida 33128
Attention: Director

With a copy to: County Attorney's Office
111 N.W. First Street, 28th Floor
Miami, Florida 33128
Email: atty@miamidade.gov

Lessor may relocate the above established Management Office address at its discretion to another location. Lessor will notify Lessee in writing of any change in address. Prior to Lessee modifying its mailing address for notice purposes, Lessee shall notify Lessor thirty (30) days prior to the change in address taking effect.

Section XXX. EXHIBITS, CONFLICTS.

Lessee agrees that any and all exhibits attached hereto and either initialed or signed by the parties shall be read in pari materia with the provisions of this Lease. If this Lease contains any conflicting sections or provisions, the more specific section or provision will take precedence.

Section XXXI. SEVERABILITY; HEADINGS.

If any portion of this Lease is held invalid or inoperative, the other portions of this Lease shall be deemed valid and operative and, so far as is reasonable and possible, effect shall be given to the intent manifested by the portion held invalid or inoperative. The paragraph headings, captions, section numbers, and any index herein are for reference purposes only and are not intended in any way to describe, interpret, define or limit the extent or intent of the Lease or of any part hereof.

Section XXXII. WAIVER.

The failure of Lessor to insist in any one or more instances upon the strict performance of any one or more of the obligations of this Lease, or to exercise any election herein contained, shall not be construed as a waiver or relinquishment for the future of the performance of such one or more obligations of this Lease or of the right to exercise such election, but the same will continue and remain in full force and effect with respect to any subsequent breach, act or omission. The subsequent acceptance of Rent and/or Additional Expenses hereunder by Lessor shall not be deemed to be a waiver of any previous breach by Lessee of any term, covenant, or condition of this Lease, and Lessor reserves the right to pursue all legal and equitable remedies for such breach as permitted by law. No covenant, term or condition of this Lease shall be deemed to have been waived by Lessor, unless Lessor waives the same in writing.

Section XXXIII. GOVERNING LAW.

This Lease shall in all respects be construed according to the laws of the State of Florida.

Section XXXIV. CONSENT TO JURISDICTION; VENUE; SERVICE OF PROCESS.

The Lessor and Lessee hereby irrevocably submit to the jurisdiction of the state or federal courts located in Miami-Dade County, Florida in connection with any suit, action or other proceeding arising out of or relating to this Lease, and hereby agree not to assert, by way of motion, as a defense, or otherwise in any such suit, action or proceeding that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Lease or the subject matter hereof may not be enforced by such courts. Venue shall lie in Miami-Dade County, Florida.

Section XXXV. WAIVER OF JURY TRIAL.

BECAUSE DISPUTES ARISING IN CONNECTION WITH COMMERCIAL MATTERS, INCLUDING LEASE AGREEMENTS, ARE MOST QUICKLY AND ECONOMICALLY RESOLVED BY AN EXPERIENCED AND EXPERT PERSON AND THE PARTIES WISH APPLICABLE STATE AND FEDERAL LAWS TO APPLY (RATHER THAN ARBITRATION RULES), THE PARTIES DESIRE THAT THEIR DISPUTES (IF ANY) BE RESOLVED BY A JUDGE APPLYING SUCH APPLICABLE LAWS. THEREFORE, TO ACHIEVE THE BEST COMBINATION OF THE BENEFITS OF THE JUDICIAL SYSTEM AND OF ARBITRATION, THE PARTIES HERETO WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING, OR COUNTERCLAIM BROUGHT TO RESOLVE ANY DISPUTE, WHETHER ARISING IN CONTRACT, TORT, OR OTHERWISE BETWEEN THE PARTIES ARISING OUT OF, CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS LEASE AGREEMENT, LESSEE'S USE OR OCCUPANCY OF THE LEASED PREMISES, OR MATTERS RELATED HERETO.

Section XXXVI. DEFAULT BY LESSEE.

In the event of any failure of Lessee to pay Rent or Additional Expenses due hereunder within five (5) days after the same shall be due, or any failure to observe or perform any other of the terms, conditions, or covenants of this Lease, which continues for more than fifteen (15) days after performance was due by Lessee, or if Lessee or any guarantor of this Lease becomes bankrupt, insolvent, files any debtor proceedings, or take or have taken against Lessee in any court pursuant to any statute either of the United States or any state, a petition in bankruptcy, insolvency, for reorganization or for the appointment of a receiver or trustee for all or a portion of Lessee's or any such guarantor's property, or if Lessee or any such guarantor makes any assignment for the benefit of creditors, or petitions for or enters into an arrangement, or if Lessee abandons said Leased Premises or suffers this Lease to be taken under any writ of execution, and such violation continues for fifteen days after written notice by Lessor, then such violation shall be deemed a default and Lessor, in addition to other rights or remedies Lessor may have, shall have the immediate right to re-enter and remove all persons and property from the Leased Premises and such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Lessee, all without service of notice or resort to legal process and without being guilty of trespass, or becoming liable for any loss or damage which may be occasioned thereby. In addition, Lessor may elect to accelerate the total rents due under this Lease and collect same upon Lessee's default. Said options shall be exercised in the sole discretion of Lessor.

Should Lessor elect to re-enter, as herein provided, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, it may either terminate this Lease or it may from time to time, without terminating this Lease, make such alterations and repairs as may be necessary in order to re-let the Leased Premises, and re-let said Leased Premises or any part thereof for such term or terms (which may be for a term extending beyond the term of this Lease) and at such Rent and upon such terms and conditions as Lessor in its sole discretion may deem advisable. Such action shall not relieve Lessee of its Commercial Lease Agreement

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obligations under this Lease. Upon any default of this Lease, any property belonging to the Lessee, which the Lessee has failed to remove from the Leased Premises shall forthwith become the property of the Lessor and Lessee shall be liable for the cost of removal thereof. Should Lessor not accept the property abandoned by Lessee on the Leased Premises, then Lessor reserves the right to bring the appropriate legal action to require Lessee to remove Lessee's property and return the Leased Premises to the original condition as delivered by Lessor.

If Lessee is in default pursuant to Lessee's failure to abide by its obligations under this Lease, and collection and/or legal process are instituted by Lessor, and/or suit is brought for recovery and possession of the Leased Premises, or for the recovery of rent or any other amount due under the provisions of this Lease, or because of any other covenant herein contained enforceable against the Lessee, or any breach by Lessee of its obligations under this Lease, Lessee shall be liable for and will pay to Lessor all expenses incurred thereof, including reasonable attorneys' fees and cost including court costs and the cost of appeal.

If Lessor defaults in the performance of any term or condition hereof, and such default continues for fifteen days after receipt of notice from Lessee, then the Lessee may at its option, terminate this Lease upon thirty days prior written notice, and pursue any remedy at law or in equity. If Lessor is in default pursuant to Lessor's failure to abide by its obligations under this Lease, and collection and/or legal process are instituted by Lessee, or any breach by Lessor of its obligations under this Lease, Lessor shall be liable for and will pay to Lessee all expenses incurred thereof, including reasonable attorneys' fees and cost including court costs and the cost of appeal.

Section XXXVII. REMEDIES.

Lessor and Lessee's remedies under this Lease are cumulative, and the election of any right or remedy by Lessor or Lessee shall not be deemed waiver of any other right or remedy of Lessor or Lessee under this Lease or otherwise.

Section XXXVIII. THIRD PARTY BENEFICIARIES.

Except as expressly provided herein, this Lease does not create, and shall not be construed as creating, any rights enforceable by any person or entity not a party to this Lease.

Section XXXIX. ACCORD AND SATISFACTION.

No payment by Lessee or receipt by Lessor of a lesser amount than the monthly Rent and Additional Expenses herein 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 in any letter accompanying any check or payment as Rent or Additional Expenses be deemed an accord and satisfaction, and Lessor may accept such check or payment without prejudice to Lessor's right to recover the balance of such Rent and Additional Expenses or pursue any other remedy provided in this Lease or provided by law.

Section XL. CONSTRUCTION AND INTERPRETATION.

Should any provision of this Lease require judicial interpretation, the parties hereto agree that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be more strictly construed against the party that itself, or through its agent, prepared the same, and it is expressly agreed and acknowledged that the Lessee, the Lessor and their respective representatives, legal and otherwise, have participated in the preparation hereof.

Section XLI. SURVIVAL.

Notwithstanding anything in this Lease to the contrary, the sections so stated herein of this Lease shall survive any termination or expiration of this Lease hereunder until the expiration of the respective statute(s) of limitations applicable thereto.

Section XLII. COUNTERPARTS.

This Lease may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

Section XLIII. ACKNOWLEDGMENTS.

Lessee and Lessor acknowledge and agree that:

a) At its sole expense, Lessee must comply with all federal, state, and local laws, ordinances, orders, rules, regulations, all agreements and covenants of public record pertaining to any of or the entire parcel or property encompassing the Center now or hereafter in force, and all recommendations of the Fire Underwriters Rating Bureau, with respect to the use or occupancy of the Leased Premises; however Lessee shall not be required to effect any structural repair, improvement, alteration, or other change of a structural nature by reason of any such laws, ordinance, rules, regulations covenants, or agreements, unless the conditions constituting a violation of any such provisions were created by improvements provided by Lessee.

In the event that the Lessee's use of said Leased Premises constitutes a violation of any federal, state or local laws, ordinances, orders, rules, regulations, agreements, or covenants of public record pertaining to any of or the entire parcel or property encompassing the Center and Leased Premises now or hereafter in force, then in such event such violation, shall constitute a material default hereunder.

b) Lessee shall commit no waste and not allow waste to be committed upon the Leased Premises or the Center nor any nuisance or other act or thing which may disturb the quiet enjoyment of any other lessee of the Center.

c) LESSEE UNDERSTANDS RADON GAS 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 YOUR COUNTY HEALTH DEPARTMENT. The following notification is provided pursuant to Section 404.056(5) of the State of Florida Statutes.

d) At no time may Lessee transport onto the Leased Premises or Center and/or utilize any substance which if spilled, evaporated, dumped, and/or placed on or about the property or otherwise introduced into the atmosphere, building, ground or subsoil, would constitute a Commercial Lease Agreement

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violation of any federal, state or local law, rule or regulation governing Hazardous Waste and/or Toxic Substances, the use possession, dissemination or disposal of which is controlled by said laws. Lessee shall be at all times responsible for the elimination of the said violation, which correction may include removal, eradication and/or detoxification of any hazardous waste. Lessee further agrees to indemnify and hold harmless Lessor from any and all claims, damages, or other monetary amounts and/or work required to be done by Lessee as a result of any violation of the terms of this sub-paragraph, which indemnification obligation shall survive expiration or termination of this Lease.

e) The rules and regulations adopted by Lessor for the Center are hereby made a part of this Lease, and Lessee's failure to keep and observe said rules and regulations shall constitute a material breach of the terms of this Lease in the same manner as if the same were contained herein as covenants. Lessor reserves the right, from time to time to add, amend, or supplement said rules and regulations. Any such rules, regulations, amendments and supplements shall be given to Lessee in writing and Lessee agrees thereupon to comply therewith.

f) Lessee shall give immediate notice to Lessor in case of fire or other casualty or accident on the Leased Premises or in the Center, or of defects therein on the Premises including but not limited to fixtures and equipment.

g) Lessee has read this Lease and/or has had this Lease translated for and to it if needed, has been offered and declined a translated version of this Lease in Spanish, and that it knows and understands the full contents and effect of the Lease. Lessee hereby fully and consciously contracts with Lessor to the provisions in this Lease, and acknowledges that it has been given the opportunity to be fully and independently advised by its own attorney regarding both its rights and effects of the Lease.

Section XLIV. ANTI-TERRORISM-PATRIOT ACT.

Lessee and all of its affiliates: (i) are currently and have been at all times in full compliance with all Patriot Act Related Laws, and (ii) are not and have never been a person or other entity: (a) that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order; (b) owned or controlled by, or acting for or on behalf of, any Person that is listed in the Annex to, or is otherwise subject to the provisions of, the Executive Order; (c) with whom a party is prohibited from dealing or otherwise engaging in any transaction by any anti-money laundering law; (d) who commits, threatens or conspires to commit or support "terrorism" as defined in the Executive Order; (e) that is named as a "specially designated national and blocked person" on the most current list published by the U.S. Department of the Treasury, Office of Foreign Assets Control, at its official website, <http://www.ustreas.gov/offices/enforcement/ofac> or at any replacement website or other replacement official publication of that list; or (f) who is an affiliate of a person or entity listed above. "Executive Order" means Executive Order No. 13224 – Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism, effective September 24, 2001, as amended from time to time. "Patriot Act" means Title III of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 107 56). "Patriot Act Related Laws" means those laws, regulations, orders and sanctions, state and federal, criminal and civil, that: (a) limit the use and/or seek the forfeiture of proceeds from illegal transactions; (b) limit commercial transactions with designated countries or individuals believed to be terrorists, narcotic dealers or otherwise engaged in activities contrary to the interests of the U.S.; (c) require identification and documentation of the parties with whom a financial institution conducts business; or (d) are designed to disrupt the flow of funds to terrorist organizations. For purposes of clarification, Patriot Act Related Laws shall be deemed to include the Executive Order, the Patriot Act, the Bank Secrecy Act (31 U.S.C. §§ 5311 et seq.), the International Emergency Economic Powers Act (50 U.S.C. §§ 1701 et seq.), the Trading with the Enemy Act (50 U.S.C. Appx. 1 et seq.), the Cuban Democracy Act (22 U.S.C. §§ 6001-10), the Cuban Liberty and Democratic Solidarity (LIBERTAD) Act (22 U.S.C. 6021-91), the Iraq Sanctions Act of 1990 (Pub. L. 101-513), the Terrorism Sanctions Regulations (31 C.F.R. Part 595), the Antiterrorism and Effective Death Penalty Act of 1996

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(8 U.S.C. § 1189, 18 U.S.C. § 2332b and 18 U.S.C. § 2332d), the Terrorism List Governments Sanctions Regulations (31 C.F.R. Part 596), the Foreign Terrorist Organizations Sanctions Regulations (31 C.F.R. Part 597), the United Nations Participation Act (22 U.S.C. § 287c), and the International Security and Development Cooperation Act (22 U.S.C. §§ 2349 aa-9); each as amended, and the sanctions regulations promulgated pursuant to the foregoing by the Office of Foreign Assets Control of the U.S. Department of Treasury, as well as laws relating to prevention and detection of money laundering in Sections 1956 and 1957 of Title 18 of the U.S. Code, as amended.

[Signature Pages Follow]

[Signature Page of Commercial Lease Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first above written.

LESSOR:

BIRDGATE, INC., a Florida Corporation
d/b/a ROMA-NOVA Shopping Center

By: _____

Name: _____

Title: _____

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public, in and for said county and state, hereby certify that _____, whose name as _____ of Birdgate, Inc., a Florida corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, (s)he, as such _____ and with full authority executed the same voluntarily for and as the act of said corporation.

Given under my hand this ____ day of _____, 2023.

(SEAL)

NOTARY PUBLIC
My Commission Expires: _____

WITNESSES:

Signature

Print Name

Signature

Commercial Lease Agreement

Lessee Initials _____

Lessor Initials _____

Print Name

DRAFT

[Signature Page of Commercial Lease Agreement Continued]

LESSEE:

_____, a Florida Corporation

By: _____
Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public, in and for said county and state, hereby certify that _____, whose name as _____ of _____, a _____, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, (s)he, as such _____ and with full authority executed the same voluntarily for and as the act of said _____.

Given under my hand this _____ day of _____, 2023.

(SEAL)

NOTARY PUBLIC
My Commission Expires: _____

WITNESSES:

Signature

Print Name

Signature

Print Name

LIST OF EXHIBITS

Exhibit A: Description of Premises

Exhibit B: Additional Terms / Rent Schedule

**Exhibit C: Covenant Running With the Land In Favor of Metropolitan Miami-Dade
County**

Exhibit D: Guaranty of Payment and Performance

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Commercial Lease Agreement

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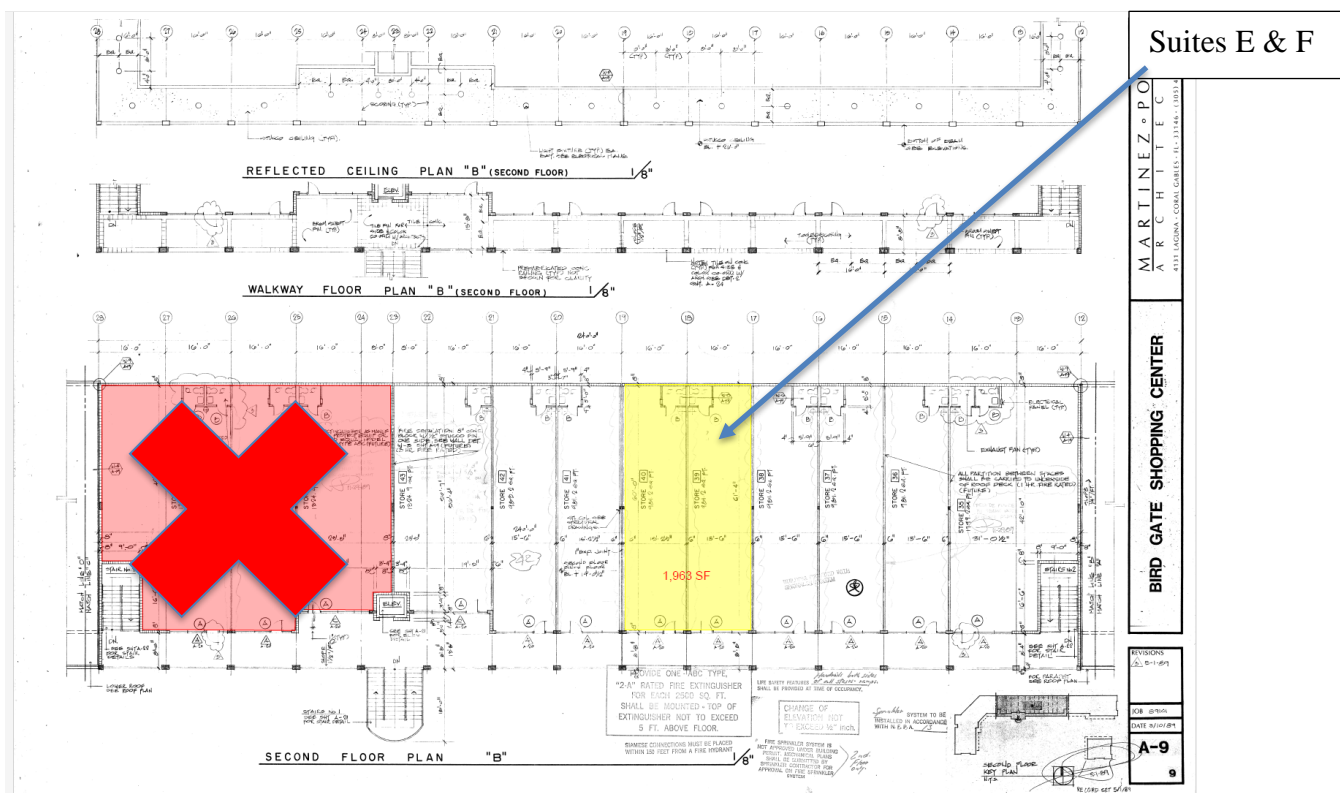
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EXHIBIT A
DESCRIPTION OF PREMISES

Lots 10, 1, 12 and 13, in Block 16, of J. G. HEAD'S FARMS, UNIT A, according to the Plat thereof, as recorded in Plat Book 46, at Page 13, of the Public Record of Dade County, Florida.

Less and except certain Road Rights of Way and other Easements of Record as reflected in that Certain Warranty Deed Recorded in Official Records Book 13788 at Page 2312 of the Public Records of Dade County, Florida.

The Shopping Center located on the North West Corner of the intersection of S.W. 42nd Street (Bird Road) and S.W. 127th Avenue, Miami, Dade County, Florida.



Commercial Lease Agreement

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Lessor Initials _____



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EXHIBIT B
ADDITIONAL TERMS / RENT SCHEDULE

LEASE COMMENCEMENT DATE: April 1, 2023

RENT COMMENCEMENT DATE: May 1, 2023

RENT:

Free Rent Credit: 30 days

During said free Rent period, the Lessee shall remain responsible for the payment of the Common Area maintenance due and owing hereunder in the **Zero with 00/100 dollars (\$0.00)** which shall accrue beginning on the Rent Commencement Date.

PREPAID SECURITY DEPOSIT AND LAST MONTH RENT DUE:

	Lease Period	Montly Rent	Annual Rent	Sq. Ft. Cost
Initial Term	Year 1	\$ 4,416.75	\$ 53,001.00	\$ 27.00
Initial Term	Year 2	\$ 4,549.25	\$ 54,591.03	\$ 27.81
Initial Term	Year 3	\$ 4,685.73	\$ 56,228.76	\$ 28.64
Option 1	Year 4	\$ 4,826.30	\$ 57,915.62	\$ 29.50
Option 1	Year 5	\$ 4,971.09	\$ 59,653.09	\$ 30.39
Option 1	Year 6	\$ 5,120.22	\$ 61,442.69	\$ 31.30
Option 2	Year 7	\$ 5,273.83	\$ 63,285.97	\$ 32.24
Option 2	Year 8	\$ 5,432.05	\$ 65,184.54	\$ 33.21
Option 2	Year 9	\$ 5,595.01	\$ 67,140.08	\$ 34.20

	Lease Period	Montly CAM	Annual CAM	Sq. Ft. Cost
Initial Term	Year 1	\$ 1,554.04	\$ 18,648.50	\$ 9.50
Initial Term	Year 2	\$ 1,600.66	\$ 19,207.96	\$ 9.79
Initial Term	Year 3	\$ 1,648.68	\$ 19,784.19	\$ 10.08
Option 1	Year 4	\$ 1,698.14	\$ 20,377.72	\$ 10.38
Option 1	Year 5	\$ 1,749.09	\$ 20,989.05	\$ 10.69
Option 1	Year 6	\$ 1,801.56	\$ 21,618.72	\$ 11.01
Option 2	Year 7	\$ 1,855.61	\$ 22,267.28	\$ 11.34
Option 2	Year 8	\$ 1,911.28	\$ 22,935.30	\$ 11.68
Option 2	Year 9	\$ 1,968.61	\$ 23,623.36	\$ 12.03

	Lease Period	Montly Rent/CAM	Annual Rent/CAM	Sq. Ft. Cost
Initial Term	Year 1	\$ 5,970.79	\$ 71,649.50	\$ 36.50
Initial Term	Year 2	\$ 6,149.91	\$ 73,798.99	\$ 37.60
Initial Term	Year 3	\$ 6,334.41	\$ 76,012.95	\$ 38.72
Option 1	Year 4	\$ 6,524.44	\$ 78,293.34	\$ 39.88
Option 1	Year 5	\$ 6,720.18	\$ 80,642.14	\$ 41.08
Option 1	Year 6	\$ 6,921.78	\$ 83,061.41	\$ 42.31
Option 2	Year 7	\$ 7,129.44	\$ 85,553.25	\$ 43.58
Option 2	Year 8	\$ 7,343.33	\$ 88,119.85	\$ 44.89
Option 2	Year 9	\$ 7,563.62	\$ 90,763.44	\$ 46.24

EXHIBIT C
COVENANT RUNNING WITH THE LAND IN FAVOR OF METROPOLITAN
MIAMI-DADE COUNTY

The undersigned, BIRDGATE, INC., a Florida corporation, as the owner of the following described real property (hereinafter called "the Property"), located at S.W. 127th Avenue and 42nd Street, Miami, Florida 33175, pursuant to Section 24-12.1(5)(a) of the Code of Metropolitan Dade County, hereby submits this executed covenant running with the land in favor of Metropolitan Dade County:

1. Hazardous materials, shall not be used, generated, handled, disposed of, discharged or stored on that portion of the Property within the Northwest Wellfield protection area or within the West Wellfield Interim Protection Area or within the basic wellfield protection area of public area of any public utility potable water supply well and hazardous wastes shall not be used, generated, handled, disposed of, discharged or stored on that portion of the Property within the average day pumpage wellfield protection area but not within the basic wellfield protection area of Alexander Orr Wellfield, Snapper Creek Wellfield, Southwest Wellfield, Miami Springs Lower Wellfield, Miami Springs Upper Wellfield, John E. Preston Wellfield or Hialeah Wellfield unless a variance is granted by the Environmental Quality Control Board, pursuant to Chapter 24 of the Code of Metropolitan Dade County, and if so granted, said hazardous materials or hazardous wastes may be used, handled, generated, disposed of, discharged or stored on the Property only to the extent permitted by any such variance from the Environmental Quality Control Board of Metropolitan Dade County.

2. Fuels and lubricants required for rock mining operations (lake excavations, concrete batch plants, rock crushing and aggregate plants) within the Northwest Wellfield protection area or within the West Wellfield interim protection area; electrical transformers serving non-residential land use; small quantity generator or hazardous wastes as defined in Chapter 24 of the Metropolitan Dade County Code within the average day pumpage wellfield protection area but not within the basic wellfield protection area of the Alexander Orr Wellfield, Snapper Creek Wellfield, Southwest Wellfield, Miami Springs Lower Wellfield, Miami Springs Upper Wellfield, John E. Preston Wellfield; and existing land uses required by the director or his designee to correct violations of this chapter; shall not be prohibited when the following water pollution prevention and abatement measure and practices will be provided:
 - i. Monitoring and detection of water pollution caused by hazardous materials, and
 - ii. Secondary containment of water pollution caused by hazardous materials, and
 - iii. Inventory control and record-keeping of hazardous materials, and
 - iv. Storm water management of water pollution caused by hazardous materials, and
 - v. Protection and security of facilities utilized for the generation, storage, usage, handling, disposal or discharge of hazardous materials.

Said water pollution and abatement measures and practices shall be subject to the approval of the director of the department of environmental resources management or his designees.

3. The use, handling or storage of factory pre-packaged products intended primarily for domestic use or consumption determined by the director of the department of environmental resources management or his designee to be hazardous materials shall not be prohibited however, that:

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Lessor Initials _____

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- i. The use, handling or storage of said factory pre-packaged products occurs only within a building, and
 - ii. The non-residential land use is an office building use (or equivalent municipal land use) or a business district use (or equivalent municipal land use) engaged exclusively in retail sales of factory pre-packaged products intended primarily for domestic use or consumption, and
 - iii. The non-residential land use is reserved by an operable public water main and an operable public sanitary sewer, and
 - iv. Said building is located more than thirty (30) days' travel time from any public utility potable water supply well.
4. Prior to the entry into a Landlord-tenant relationship with respect to the Property, the Landlord agrees to notify in writing all proposed tenants of the Property of the existence and contents of this Covenants.
5. The undersigned agrees and covenants that this Covenant and the provisions contained herein may be enforced by the Director of the Department of Environmental Resources Management by preliminary and permanent, prohibitory and mandatory injunctions as well as otherwise provided for by law or ordinances.
6. This agreement and Covenant has been recorded in the Public Records of Dade County, Florida and the provisions hereof shall constitute a Covenant Running With the Land and shall remain in full force and effect and be binding upon the undersigned, their heirs, legal representatives, estates, successors, grantees and assigns.
7. This agreement and Covenant shall upon request by the undersigned be released by the director of the Department of Environmental Resources Management or his designee when the director or his designee determines that the Property is neither within the Northwest Wellfield protection area nor within the West Wellfield interim protection area nor within the average day pumpage wellfield protection area of the Alexander Orr Wellfield, Snapper Creek Wellfield, Southwest Wellfield, Mimi Springs Lower Wellfield, Miami Springs Upper Wellfield, John E. Preston Wellfield or Hialeah Wellfield nor within the basic wellfield protection area of any public utility potable water supply well.