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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA**

MEMORANDUM

Agenda Item No. 8(F)(1)

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

DATE: February 21, 2024

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving, pursuant to article v, section 14 of the Florida Constitution and sections 125.031 and 29.008, Florida statutes, the terms of (1) a lease agreement ("Lease") between Rathgar 36, LLC, and Miami-Dade County, as tenant, for office space located at 1313 NW 36 Street, Miami, Florida 33142, for a five-year initial term, with one, five-year option to renew, and having an estimated fiscal impact to the County of \$11,537,322.26 for the entire 10 year period, and (2) a sublease agreement ("Sublease") between Miami-Dade County and the Office of the State Attorney, 11th Judicial Circuit, for use and occupancy of the leased premises for a five-year term, with one, five-year option to renew, for a nominal rent of \$1.00; and authorizing the County Mayor (1) to execute the lease and sublease, (2) to take all actions necessary to exercise all rights conferred in the lease and sublease, and (3) to take all actions necessary to effectuate same

Resolution No. R-147-24

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



Geri Bonzon-Keenan
County Attorney

GBK/uw

MDC001

Memorandum



Date: February 21, 2024

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

From: Daniella Levine Cava
Mayor 

Subject: Lease Agreement between Rathgar 36, LLC and Miami-Dade County, and Sublease Agreement between Miami-Dade County and the Office of the State Attorney, Eleventh Judicial Circuit, for Property Located at 1313 NW 36 Street, 2nd, 3rd, 4th and 6th Floors, Miami, Florida 33142
Lease No. 01-3123-037-5260-L06

Executive Summary

Pursuant to Article V, Section 14 of the Florida Constitution and Florida Statutes Section 29.008, Miami-Dade County (County) is required to fund the cost of leasing, maintenance, and utilities for the Office of the State Attorney, Eleventh Judicial Circuit (State Attorney). This item is for the approval of a Lease Agreement (Lease), between Rathgar 36, LLC (Landlord), a Foreign limited liability company, and the County, as tenant, as well as a Sublease Agreement (Sublease) between the County, as sublandlord, and the State Attorney, as subtenant, for the lease of approximately 43,719 square feet of air-conditioned office space, together with the right to thirty reserved parking spaces as well as the non-exclusive right to use non-reserved parking and common areas of the building with other tenants located at 1313 NW 36 Street, 2nd, 3rd, 4th, and 6th Floors, Miami, Florida 33142 (Premises). The office space will be utilized by the State Attorney as administrative offices. The State Attorney's Records Unit will be utilizing the Premises for the storage of case files and other documents for long-term retention. Storage requires the flooring to support certain weight loads which the proposed Premises can accommodate. Under consideration was River Landing, an 8.14-acre mixed-use stacked retail center located along the Miami River which also sports three levels of office space and a parking garage. River Landing was not a viable option to relocate the Records Unit since the flooring would have required to be reinforced to meet necessary weight load requirements. When combined with the needed amount of square footage and significantly higher square footage costs, it makes the River Landing property impractical for use and effectuates need for the premises.

The estimated cumulative fiscal impact to the County for the initial five-year term plus the one (1) additional five-year option to renew is estimated to be \$11,537,322.26. For the initial five-year term of the Lease, the estimated cumulative fiscal impact to the County is \$5,332,687.66. The estimated total fiscal impact to the County for the first year of the lease is \$1,002,865.14. During the initial five-year term of the Lease, the County is responsible for approximately \$4,482,071.88 in base rent, \$224,103.60 in lease management fees (5% of annual rent) paid to the County's Internal Services Department (ISD), and an estimated \$626,512.18 for internet, telephone, cable, property insurance premiums, janitorial services, and common area maintenance. The Landlord is responsible for property taxes, electricity, water and sewer expenses, waste disposal, pest control, and common area maintenance. Moreover, the Landlord has agreed to provide a one-time \$25,000 allowance for tenant improvements.

Recommendation

It is recommended that the Board of County Commissioners approve the terms of and authorize the execution of the Lease between the County and the Landlord, and the Sublease between the

County and the State Attorney, for use of the Premises, to be utilized as office space for the State Attorney. More specifically, the resolution does the following:

- Approves the lease of approximately 43,719 square feet of air-conditioned office space, together with thirty reserved parking spaces; and
- Authorizes an initial lease term of five (5) years, with one (1) additional five-year option to renew; and
- Approves the Sublease to allow the State Attorney to exclusively occupy and use the Premises; and
- Authorizes the County Mayor or Mayor's designee to execute the Lease and Sublease.

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 3, which is represented by Commissioner Keon Hardemon.

Fiscal Impact/Funding Source

The fiscal impact to the County for the first year of the Lease term is estimated to be \$1,002,865.14 which is comprised of: (i) \$844,213.89 (approximately \$19.31 per square foot) in annual base rent; (ii) lease management fees of approximately \$42,210.69, equal to five percent of the annual base rent to be paid to the ISD for administration of the Lease; (iii) \$116,440.56 in estimated annual operating expenses, to include the pro-rata share of property insurance, janitorial and custodial services, internet, cable, and phone. The Landlord is responsible for property taxes, electricity, water and sewer expenses, waste disposal, pest control, and common area maintenance. The total projected fiscal impact to the County for the initial five-year term of the Lease is estimated to be \$5,332,687.66.

The Lease includes an annual rental increase of three percent beginning the second year of the Lease term, and each subsequent year thereafter. Should the County choose to exercise the five-year option to renew, the fiscal impact for ten years of possession of the Premises (to include base rent, lease management fees, internet, telephone, cable, janitorial services, and pro-rata insurance premiums), is estimated to be \$11,537,322.26. The Sublease will be for the nominal amount of \$1.

The funding source is the "G1001 (Chartfield SA010100000) 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.

- 804 NW 21 Terrace, Miami, Florida - \$32.00 per square foot on an annual basis. Full-service lease, landlord is responsible for all expenses.

- 1841 NW 20 Street, Miami, Florida - \$21 per square foot on an annual basis. Tenant is responsible for utilities and janitorial expenses.
- 3257A NW 7 Avenue Circle, Miami, Florida - \$28.06 per square foot on an annual basis. Full-service lease, landlord is responsible for all expenses.

Track Record/Monitor

The County has no record of negative performance issues with the Landlord. André M. Bouclé of ISD will be responsible for monitoring the Lease and Sublease on behalf of the County. Mario M. Gonzalez is the Sublease monitor for the State Attorney.

As required by Section 2-8.6.5 of the County Code, the following is the ownership structure and ownership interest of Rathgar 36, LLC:

Spencer Waxman, Director, 1%; Rathgar18 OZ, LLC, 99%.

Rathgar18 OZ, LLC is a Foreign limited liability company which is owned by Spencer Waxman, 50% and Bettina Waxman, 50%.

Delegation of Authority

This item authorizes the County Mayor or the County Mayor's designee to execute the Lease and Sublease, to take all actions necessary to effectuate the Lease and Sublease, 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.

Background

The State Attorney utilizes the space to conduct its day-to-day operations and provide critical services to the judicial system throughout the County. The State Attorney has been occupying the Premises under three separate leases, executed September 2013, April 2014, and November 2017, which expired October 2021, March 2022 and October 2023, respectively. There is no County-owned space available in this area for the State Attorney's use. The County, through ISD, will be listed as the tenant of the property. The State Attorney will be the subtenant, occupying the property, with the County continuing to be responsible for the rent and certain other expenses. ISD negotiated and drafted the Lease for the Premises.

The State Attorney has not yet executed the Sublease and is exempted from having to do so prior to the item being brought before the Board, pursuant to Resolution No. R-130-06.

Pursuant to Article V, Section 14 of the Florida Constitution and Florida Statutes Section 29.008, the County is required to fund the cost of leasing, maintenance, and utilities for the State Attorney.

Pursuant to the terms and conditions of the Lease, the County will have the following termination rights:

- Early termination of the Lease upon 60 days' written notice to the Landlord, without cause; and
- The right to terminate the Lease upon 30 days' notice to the Landlord in the event that quiet enjoyment of the premises is prohibited or otherwise interfered with by an action or an inaction of the Landlord.

Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners
Page No. 4

The County's monthly rental payment obligation shall commence upon the effective date of the Lease.



Carladenise Edwards
Chief Administrative Officer



MEMORANDUM

(Revised)

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

DATE: February 21, 2024

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(F)(1)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Statement of social equity required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☒ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____ to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(F)(1)
2-21-24

RESOLUTION NO. R-147-24

RESOLUTION APPROVING, PURSUANT TO ARTICLE V, SECTION 14 OF THE FLORIDA CONSTITUTION AND SECTIONS 125.031 AND 29.008, FLORIDA STATUTES, THE TERMS OF (1) A LEASE AGREEMENT (“LEASE”) BETWEEN RATHGAR 36, LLC, AND MIAMI-DADE COUNTY, AS TENANT, FOR OFFICE SPACE LOCATED AT 1313 NW 36 STREET, MIAMI, FLORIDA 33142, FOR A FIVE-YEAR INITIAL TERM, WITH ONE, FIVE-YEAR OPTION TO RENEW, AND HAVING AN ESTIMATED FISCAL IMPACT TO THE COUNTY OF \$11,537,322.26 FOR THE ENTIRE 10 YEAR PERIOD, AND (2) A SUBLEASE AGREEMENT (“SUBLEASE”) BETWEEN MIAMI-DADE COUNTY AND THE OFFICE OF THE STATE ATTORNEY, 11TH JUDICIAL CIRCUIT, FOR USE AND OCCUPANCY OF THE LEASED PREMISES FOR A FIVE-YEAR TERM, WITH ONE, FIVE-YEAR OPTION TO RENEW, FOR A NOMINAL RENT OF \$1.00; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR’S DESIGNEE (1) TO EXECUTE THE LEASE AND SUBLEASE, (2) TO TAKE ALL ACTIONS NECESSARY TO EXERCISE ALL RIGHTS CONFERRED IN THE LEASE AND SUBLEASE, AND (3) TO TAKE ALL ACTIONS NECESSARY TO EFFECTUATE SAME

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

WHEREAS, Rathgar 36, LLC, a Foreign Limited Liability Company, (“Landlord”) owns the premises located at 1313 NW 36 Street, Miami, Florida 33142 (“Premises”); and

WHEREAS, Miami-Dade County (the “County”) is required to fund leasing, maintenance, and utilities for the Office of the State Attorney pursuant to Article V, section 14 of the Florida Constitution and section 29.008, Florida Statutes; 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 43,719 rentable square feet, plus use of the common areas, to be utilized by the State of Florida, through the Office of the State Attorney, 11th Judicial Circuit of Florida (“State Attorney”) as administrative offices and general office space,

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

Section 1. The foregoing recitals are incorporated into this resolution and are approved.

Section 2. This Board hereby approves, pursuant to article V, section 14 of the Florida Constitution and sections 125.031 and 29.008, Florida Statutes, the lease agreement (“Lease”) between the County and the Landlord, in substantially the form attached hereto as Attachment “1,” for the Premises, with an estimated fiscal impact for the initial five-year term of \$5,332,687.66 and, should the one, five-year option to renew be exercised, an estimated total fiscal impact for the entire ten year period of \$11,537,322.26, including base rent, lease management fees, internet, telephone, cable, janitorial services, and pro-rata insurance premiums.

Section 3. This Board approves, pursuant to article V, section 14 of the Florida Constitution and section 29.008, Florida Statutes, the terms of the sublease agreement (“Sublease”) between the County, as sublandlord, and the State Attorney, as subtenant, for the Premises to be used as administrative offices and general office space by the State Attorney, for the nominal sum of \$1.00, in substantially the form attached to the Lease as Attachment “2” for a term of five years, with one five-year option to renew.

Section 4. This Board authorizes the County Mayor or County Mayor's designee to execute the Lease and Sublease for and on behalf of the County, to exercise all rights conferred therein including but not limited to the right of termination and renewal, and to take all actions necessary to effectuate same.

The foregoing resolution was offered by Commissioner **Marleine Bastien**, who moved its adoption. The motion was seconded by Commissioner **Juan Carlos Bermudez** and upon being put to a vote, the vote was as follows:

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

The Chairperson thereupon declared this resolution duly passed and adopted this 21st day of February, 2024. 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

JUAN FERNANDEZ-BARQUIN, CLERK



By: Basia Pruna
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

JRA

Juliette R. Antoine

Attachment 1

OFFICE LEASE

by and between

Rathgar 36, LLC
a Foreign Limited Liability Company
("Landlord")

And

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

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

Dated as of

_____, 202_

Folio No.: 01-3123-037-5260

OFFICE LEASE

This Office Lease ("Lease") is, dated _____, 202_ (the "Commencement Date"), made between Rathgar 36, LLC., a Foreign limited liability company ("Landlord"), whose principal place of business is located at c/o Shannon River Partners, 850 Third Avenue, 13th Floor, New York, NY 10022, and Miami-Dade County, a political subdivision of the State of Florida, whose principal place of business is located at 111 N.W. First Street, Miami, Florida 33128 ("Tenant").

LEASE OF PREMISES

Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, subject to all the terms and conditions set forth herein, that certain office space, consisting of approximately 43,719 rentable square feet, located at 1313 NW 36 Street, 2nd, 3rd, 4th and 6th floors, Miami, Florida 33142 (the "Premises"). The Premises is located within the building located at 1313 NW 36 Street, Miami, Florida 33142, having Folio Number: 01-3123-037-5260 (the "Building"), which is also improved with landscaping, parking facilities and other improvements, fixtures, common areas, and appurtenances now or hereafter placed, constructed, or erected on the land. A Summary Report of the Building, Land and appurtenances (the "Property") is attached hereto, marked as "**Exhibit A**" and incorporated herein by this reference.

BASIC LEASE PROVISIONS

1. **Tenant:** Miami-Dade County, a political subdivision of the State of Florida.
2. **Building:** Comprised of a total of 68,174 square feet of rentable space including parking and other common areas.
3. **Land (including Folio No.):** 01-3123-037-5260, approximately 74,500 square feet.
4. **Premises:** 1313 NW 36 Street, 2nd, 3rd, 4th and 6th Floors, Miami, Florida 33142.
5. **Size of Rentable Area:** 43,719 rentable square feet.
6. **Term:** The initial term of this Lease is for five (5) years, commencing on the Lease Commencement Date and expiring five (5) years thereafter.
7. **Base Rent:** \$19.31 per square foot, three (3%) percent rental increase each year.
8. **Additional Rent:** initially \$3,200.00 per month, representing Tenant's estimated pro rata share of the Building's insurance expense, to be reconciled and adjusted each year as set forth in Section 3(f) based on Landlord's then current insurance expense and Tenant's ratio of rentable square footage. Additional Rent also includes all other charges and other amounts due from Tenant to Landlord pursuant to this Lease.
9. **Renewal Option(s):** The Tenant shall have one (1) five (5) year Renewal Option Period. The Tenant's rights and obligations pertaining to the Renewal Option Period are described in Section 2(b) of this Lease.

Base Rent:

<u>Period</u>	<u>Monthly Base Rent</u>	<u>Annual Base Rent</u>	<u>Square Foot Cost</u>
Year 1	\$70,351.16	\$844,213.89	\$19.31
Year 2	\$72,464.24	\$869,570.91	\$19.89
Year 3	\$74,650.19	\$895,802.31	\$20.49
Year 4	\$76,872.58	\$922,470.90	\$21.10
Year 5	\$79,167.82	\$950,013.87	\$21.73

Renewal Option Period:

<u>Period</u>	<u>Monthly Base Rent</u>	<u>Annual Base Rent</u>	<u>Square Foot Cost</u>
Year 6	\$81,535.94	\$978,431.22	\$22.38
Year 7	\$83,976.91	\$1,007,722.95	\$23.05
Year 8	\$86,490.76	\$1,037,889.12	\$23.74
Year 9	\$89,077.46	\$1,068,929.52	\$24.45
Year 10	\$91,737.04	\$1,100,844.48	\$25.18

10. Service and Utilities:

- (a) Water: Landlord during the term hereof shall pay all charges for water used by the Tenant.
- (b) Electrical: Landlord during the term hereof shall pay all charges for electricity to the Premises used by the Tenant.
- (c) Janitorial: Tenant at its sole cost and expense shall perform or cause to be performed in the Premises, during the term of this Lease Agreement, janitorial services to the premises on a daily basis (Monday through Friday).
- (d) Renovation: Landlord will provide a one-time allowance, not to exceed \$25,000.00 for Tenant to perform renovations upon the Premises (the "Tenant Allowance"), as set forth in Section 6(d).
- (e) Waste: Landlord during the term hereof shall pay all charges for waste disposal services used by Tenant.
- (f) Pest Control: Landlord, at its sole cost and expense, shall perform pest control services in the Premises on a bi-annual basis.

11. **Tenant's Pro Rata Share of Landlord's Insurance Costs:** The Tenant shall be obligated to pay to the Landlord, Tenant's pro rata share of the Building's insurance premium expense as consideration for its use of the Premises. Tenant's pro rata share shall be the Tenant's ratio of

rentable square footage of the Premises to the total rentable square footage of the Building, which is 64% (the "Pro Rata Share"). Tenant's estimated Pro Rata Share of the insurance premium expenses for the first year of the initial Term is approximately \$38,400.00 yearly, or \$3,200.00 monthly, to be paid as Additional Rent every month. Tenant's Pro Rata Share of insurance expenses will be modified, based on actual costs incurred by Landlord and any changes to Tenant's ratio of rentable square footage, and is subject to Tenant's reconciliation of such actual costs with the Additional Rent that Tenant has paid. Such modification will occur annually, on the yearly anniversary date of this Lease. Landlord agrees to provide to Tenant all reasonable documentation, including but not limited to insurance declarations pages, requested by Tenant to ascertain and confirm Landlord's actual costs for the time period preceding Tenant's reconciliation.

12. **Cost for Build-out:** None
13. **Security Deposit:** None
14. **Lease Commencement Date:** This Lease shall commence on the first (1st) day of the month following the execution of the Lease by all parties, which will be after the approval of this Lease by the Miami-Dade County Board of County Commissioners (the "Board") (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 been waived), or if the County Mayor vetoes this Lease, then after subsequent approval of two-thirds (2/3) vote of the Board (the "Commencement Date"). The Commencement Date shall be memorialized on the first page of this Lease.
15. **Termination Date:** Five (5) years after the Lease Commencement Date.
16. **Right of Early Cancellation:** Tenant shall have the right, at any time, without cause, to terminate this Lease by giving the Landlord at least sixty (60) days' advanced written notice of such cancellation. Upon such cancellation, this Lease shall terminate as though the cancellation date were the date originally fixed as the end of the term of this Lease.
17. **Right to Modify Footage of Premises:** At any time after the four-year anniversary of the Commencement Date of this Lease, Tenant shall have the right to discontinue use of the 4th floor, thereby modifying the Premises, as described and defined in this Lease, as follows: the entire 4th floor is removed from the Premises and the total square footage of the Premises revised by subtracting an amount equal to the square footage of the 4th floor, or 9,073 S.F. In order to exercise the right, Tenant shall provide ninety (90) calendar days' written notice to Landlord prior to its discontinuance of use of the 4th floor, which notice shall be provided in writing by the County Mayor or Mayor's designee. Should Tenant elect to exercise this right, then upon Tenant's vacation of the 4th floor, Base Rent and Additional Rent shall be prorated to account for the reduction in overall square footage of the Premises, and Base Rent for the revised Premises shall be increased by ten (10) percent and reserved parking reduced to fifteen (15) spaces, and all of Tenant's other obligations under this Lease for the 4th floor shall cease as of the date of Tenant's vacation of the 4th floor. Upon the 90th day after the date of Tenant's notice electing discontinuance of use of the 4th floor, said property shall immediately revert to the control and right of occupancy of the Landlord or its designee.
18. **Holdover:** See Section 2(c).
19. **Broker(s)**

Landlord's Broker: None

Tenant's Broker: None

20. **Number of Parking Spaces:** Thirty (30) reserved onsite parking spaces.

21. **Address for Notices:**

To Landlord:

Spencer Waxman
Manager
Rathgar 36, LLC
c/o Shannon River Partners
850 Third Avenue, 13th Floor
New York, NY 10022

To Tenant:

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

With a copy to:

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

This Lease consists of the foregoing introductory paragraphs and Basic Lease Provisions (consisting of paragraphs 1 through 21), along with any and all exhibits, all of which are incorporated herein by this reference. In the event of any conflict between the information contained in the Basic Lease Provisions, and the language in the Standard Lease Provisions, which follow, the Standard Lease Provisions shall control.

STANDARD LEASE PROVISIONS

1. **LEASE GRANT**

(a) Landlord hereby leases to the Tenant that certain Premises, which is located at 1313 NW 36 Street, 2nd, 3rd, 4th and 6th Floors, Miami, Florida 33142, consisting of 43,719 rentable square feet of space, being a portion of the Property which is shown on the Summary Report that is attached hereto, marked as "Exhibit A", and is included herein by reference.

(b) Landlord leases the Premises to the Tenant, and the Tenant hereby leases the Premises from the Landlord together with the right in common with others to use all appurtenances of the Building and other portions of the Property that are designated by the Landlord for the common use of tenants and others, such as sidewalks, reserved and unreserved parking areas, common corridors, lobby areas, and restrooms (the "Common Areas").

(c) The Tenant hereby accepts the Premises in its current “as-is” “where-is” condition, with any and all faults, except to the extent that all components shall be in good condition and in good working order as of the Commencement Date of this Lease, and to the extent that the Landlord has agreed to make any improvements and/or repairs to the Premises, as described herein below.

(d) The Tenant shall have the use of thirty (30) parking spaces for its exclusive use (reserved) at all times during the Term of this Lease, in addition to the general use of the entire parking lot (excluding spaces reserved for other tenants) for its employees, agents, contractors, licensees, and invitees pursuant to Section 1(e) below, which parking spaces may be utilized at any time during the normal business hours of the Building. Such parking spaces shall conform to all existing governmental codes in effect at the time of Tenant’s occupancy.

(e) The Landlord hereby grants to the Tenant the non-exclusive right to use, in common with the Landlord and the other tenants of the Building and the Property and their respective employees, agents, contractors, licensees and invitees, the portions of the Building and the Property intended to be used for common use, including, but not limited to parking lot areas (excluding spaces reserved for other tenants), roads, driveways, passageways, landscaped areas, the lobby(ies), corridors, and water fountains.

(f) At any time after the four-year anniversary of the Commencement Date of this Lease, Tenant shall have the right to discontinue use of the 4th floor, thereby modifying the Premises, as described and defined in this Lease, as follows: the entire 4th floor is removed from the Premises and the total square footage of the Premises revised by subtracting an amount equal to the square footage of the 4th floor, or 9,073 S.F. In order to exercise the right, Tenant shall provide ninety (90) calendar days’ written notice to Landlord prior to its discontinuance of use of the 4th floor, which notice shall be provided in writing by the County Mayor or the Mayor’s designee. Should Tenant elect to exercise this right, then upon Tenant’s vacation of the 4th floor, Base Rent and Additional Rent shall be prorated to account for the reduction in overall square footage of the Premises, and Base Rent for the revised Premises shall be increased by ten (10) percent and reserved parking reduced to fifteen (15) spaces, and all of Tenant’s other obligations under this Lease for the 4th floor shall cease as of the date of Tenant’s vacation of the 4th floor. Upon the 90th day after the date of Tenant’s notice electing the discontinuance of use of the 4th floor, said property shall immediately revert to the control and right of occupancy of the Landlord or its designee.

2. **TERM**

(a) **Initial Term.** The initial term of this Lease shall be for a period of five (5) years and shall commence on the first day of the month following the execution of the Lease by all parties following approval of this Lease by the Board (as evidenced by the adoption of a resolution approving this Lease and after the required ten (10) day veto period of the County Mayor has expired), or if the County Mayor vetoes this Lease, then after subsequent approval of two-thirds (2/3) vote of the Board. The date marking the beginning of the Lease shall be the Commencement Date and shall be memorialized in the first page of this Lease.

(b) **Renewal Option.** Subject to the provisions hereinafter set forth and provided Tenant is not in default of any of the terms of the Lease at the time of exercise of the following described renewal

terms, the Landlord hereby grants to the Tenant an option to extend the term of this Lease, on the same terms, conditions, and provisions as contained in this Lease, except as otherwise provided in this paragraph (but no renewal options shall be reimposed). The Landlord hereby grants the Tenant the option to extend the term of this Lease for one (1) five-year period commencing on expiration of the initial term. The renewal option shall be exercisable by written notice from the Tenant to the Landlord not later than ninety (90) days prior to the last day of the initial term. The monthly rent for the Premises payable during each renewal option period shall increase by three (3%) percent annually, beginning from the amount of the Base Rent for the last month of the initial term. Upon the Tenant exercising its option to renew, this Lease shall be renewed as set forth above.

(c) Holdover. If Tenant retains possession of the Premises after the expiration of this Lease, including any and all renewals or the earlier termination of this Lease, unless otherwise agreed in writing, such possession shall automatically become one of month-to-month tenancy, and the Base Rent shall be one hundred three (103%) percent of the monthly Base Rent in effect immediately prior to the expiration, and all of the other terms and conditions of this Lease shall remain the same, and be applicable during such holdover period, including without limitation, the obligation to pay Tenant's Pro Rata Share of Common Area Maintenance and its Pro Rata Share of Insurance. Base Rent during holdover shall further increase on each anniversary of the Lease expiration to 103% of the Base Rent in effect for the immediately preceding year.

(d) Early Cancellation by the Tenant. The Tenant shall have the right, at any time, without cause, to terminate this Lease by giving the Landlord at least sixty (60) days' advanced written notice of such cancellation. Upon such cancellation, this Lease shall terminate as though the cancellation date were the date originally fixed as the end of the term of this Lease.

3. RENT

(a) The Tenant's obligation to pay rent, and/or any other financial obligation shall begin on the Commencement Date.

(b) The Tenant agrees to pay Base Rent to the Landlord for the first year of the term of the Lease in the amount of Eight Hundred Forty-Four Thousand Two Hundred Thirteen and 89/100 Dollars (\$844,213.89), which represents Nineteen Dollars and Thirty-One Cents (\$19.31) per square foot annually, such amount shall be payable by the Tenant on a monthly basis, in equal monthly installments of Seventy Thousand Three Hundred Fifty-One and 16/100 Dollars (\$70,351.16). Commencing on the anniversary of this Lease, and every anniversary thereafter, the Tenant agrees that the Base Rent shall be increased by three (3%) percent over the prior year's Base Rent. Tenant agrees to pay Base Rent to the Landlord for the Initial Term and the Renewal Option Period as outlined below, subject to any changes in rented footage as may occur from time to time.

Base Rent:

<u>Period</u>	<u>Monthly Base Rent</u>	<u>Annual Base Rent</u>	<u>Square Foot Cost</u>
Year 1	\$70,351.16	\$844,213.89	\$19.31
Year 2	\$72,464.24	\$869,570.91	\$19.89
Year 3	\$74,650.19	\$895,802.31	\$20.49
Year 4	\$76,872.58	\$922,470.90	\$21.10
Year 5	\$79,167.82	\$950,013.87	\$21.73

First Renewal Option Period:

<u>Period</u>	<u>Monthly Base Rent</u>	<u>Annual Base Rent</u>	<u>Square Foot Cost</u>
Year 6	\$81,535.94	\$978,431.22	\$22.38
Year 7	\$83,976.91	\$1,007,722.95	\$23.05
Year 8	\$86,490.76	\$1,037,889.12	\$23.74
Year 9	\$89,077.46	\$1,068,929.52	\$24.45
Year 10	\$91,737.04	\$1,100,844.48	\$25.18

(c) All monthly installments of Base Rent shall be payable in advance on the first (1st) day of each calendar month during the term hereof, with the exception of the month of October, which will be processed after the close of the Tenant's fiscal year on September 30th of each year. Further, the Landlord acknowledges and agrees that the Tenant is not permitted, by ordinance, to pay late fees.

(d) The term "Base Rent" or "Rent" (the terms are interchangeable in this Lease) shall, unless otherwise agreed to by the parties, as evidenced in this Lease, refer to all rent, along with any and all charges, fees, costs, and/or expenses incurred by the Landlord in the ownership and/or operation of the Premises, the Building, and the Property, and is inclusive of any and all insurance, real estate taxes, administrative fees, maintenance and repairs, and all other expenses related to the rental and use of the Premises by the Tenant.

(e) Tenant's Pro Rata Share of Common Area Maintenance. The Tenant shall not be obligated to pay to the Landlord any sum of money for its share of the Common Area Maintenance expenses, as defined herein, which is the cost for utilities, maintenance, repairs, replacement, and cleaning for any and all of the common areas of the Building and/or the Property ("Common Area Maintenance"). The expenses for Common Area Maintenance are and shall mean expenses of any kind or nature which are necessary, ordinary, and customarily incurred with respect to the operation, repair, replacement, and maintenance for the common areas of the Building and/or the Property, during a calendar year, and is generally charged as a common area maintenance expense to tenants by Landlords of comparable buildings in the Miami-Dade County, Florida area. Expenses for Common Area Maintenance includes all costs and expenses of every kind and nature paid or incurred by Landlord in cleaning, operating, altering, refurbishing, mechanically equipping, decorating, lighting, landscaping, repairing, improving, restoring,

renovating, replacing, and maintaining all of the common areas of the Building and/or the Property, including signs, and utilities serving and/or required to be maintained in and to the Building and/or the Property (including access ways and loading/parking zone area(s) contiguous to the Building and available for use by occupants of the Building by reason of leasehold rights, or if Landlord is otherwise required to maintain or repair same). Expenses for Common Area Maintenance shall not include those costs and/or expenses that are the sole financial responsibility of the Landlord, such as, but not limited to, a leased space, the structural portions of the Building including the roof, foundation, and/or the curtain walls of the Building, the HVAC system, and/or capital costs or expenses. The Tenant shall not be obligated to pay, or otherwise contribute, to the Landlord, any amount, throughout the Term of this Lease, for Common Area Maintenance. Further, the parties also expressly agreed that the Landlord shall be solely responsible for the costs of repair for any repairs to the roof and/or roof membrane, repair and replacement of any energy management system, costs related to the HVAC system, costs related to capital expenditures, Landlord's wages, unemployment taxes, social security taxes, real estate taxes and assessments, the cost or expense to process or handle bills and/or invoices as well as other items typically performed by Landlords in similar buildings located in Miami-Dade County, Florida.

(f) Pro Rata Share of Insurance. The Tenant shall be obligated to pay, to the Landlord, Tenant's pro rata share of the Building's insurance premium expense as consideration for its use of the Premises. Tenant's pro rata share shall be the Tenant's ratio of rentable square footage of the Premises to the total rentable square footage of the Building, which is 64% (the "Pro Rata Share"). Tenant's estimated Pro Rata Share of the insurance premium expenses for the first year of the initial Term is approximately \$38,400.00 yearly, or \$3,200.00 monthly, to be paid as Additional Rent every month. Tenant's Pro Rata Share of insurance expenses will be modified, based on actual costs incurred by Landlord and any changes to Tenant's ratio of rentable square footage, and is subject to Tenant's reconciliation of such actual costs with the Additional Rent that Tenant has paid. Such modification will occur annually, on the yearly anniversary date of this Lease. Landlord agrees to provide to Tenant all reasonable documentation, including but not limited to insurance declarations pages, requested by Tenant to ascertain and confirm Landlord's actual costs for the time period preceding Tenant's reconciliation.

4. PURPOSE

(a) The Tenant shall use the Premises for general office uses by the State Attorney's Office, not inconsistent with the character and type of tenancy found in comparable buildings utilized by governmental agencies and/or entities. The Premises shall not be utilized for any other purpose without the prior written consent of the Landlord, unless expressly described herein this Lease.

(b) The Tenant shall not, at any time, use or occupy the Premises, or permit any act or omission in or about the Premises, in violation of any law, statute, ordinance, or any governmental rule, regulation, or order, and the Tenant shall, upon written notice from the Landlord, discontinue any use of the Premises which is declared by any governmental authority to be a violation of law. If any law(s) shall, by reason of the nature of Tenant's use or occupancy of the Premises, impose any duty upon the Tenant or Landlord with respect to the following: (i) modification or other maintenance of the Premises; or (ii) the use, alteration, or occupancy thereof, the Tenant shall comply with such law at Tenant's sole cost and expense.

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

5. **SERVICES AND UTILITIES**

(a) The Landlord shall furnish, or cause to be furnished, to the Premises the utilities and services described below subject to the conditions and standards set forth in this Lease.

(b) Water. Landlord during the term hereof shall pay all charges for water used by Tenant.

(c) Electrical. Landlord during the term hereof shall pay all charges for electricity services to the Premises used by the Tenant.

(d) Janitorial. Tenant at its sole cost and expense shall perform or cause to be performed in the Premises, during the term of this Lease Agreement, janitorial services to the premises on a daily basis (Monday-Friday) which shall include emptying trash receptacles in the Premises, providing trash liners as necessary, and sweeping floors as necessary.

(e) HVAC. During regular business hours (not to exceed 8:00 am to 6:00 pm Monday through Friday excluding holidays), the Landlord shall provide heating and air conditioning in season to both the Building, and the Premises, and at temperatures that are standard for comparable buildings in Miami-Dade County, or as are required by a governmental authority. Tenant, upon such advance notice as is reasonably required by the Landlord, shall have the right to receive HVAC services during non-regular business hours, however, the Tenant hereby agrees to pay the Landlord the standard charge for the additional HVAC services, as Additional Rent, as such cost is reasonably determined by the Landlord. Further, the Landlord hereby agrees to have the coils and vents of the HVAC system cleaned and examined on a regular basis, and no less than on a bi-annual basis. The Landlord is solely responsible for any and all costs associated with the HVAC system and with the provision of A/C to, and the usage of A/C by, the Premises.

(f) Waste Disposal. Landlord during the term hereof shall pay all charges for waste disposal services used by the Tenant.

(g) Pest Control. Landlord shall be solely responsible for providing pest control in the Premises on a bi-annual basis.

(h) Cleanliness. Landlord, at its sole cost and expense, shall maintain the Property, in a neat, clean and sanitary condition, and shall keep sidewalks, walkways, and the parking lot area adjoining the Building clean and free from rubbish, and shall store all trash and garbage within the appropriate trash receptacle, and shall arrange for the regular pick up of trash and garbage. Further, within the Building, the Landlord shall not permit graffiti, rubbish, refuse, garbage, or any dirty (unhygienic) condition to exist within the Building, or otherwise allow for any unsightly or unsanitary condition to exist in the Property.

6. MAINTENANCE AND REPAIRS

(a) Landlord's Duties. Notwithstanding any other provisions of this Lease, the Landlord shall repair and maintain the structural portions of the Building, including, but not limited to, common areas of the Building; plumbing, HVAC systems, and electrical systems that are installed or furnished by the Landlord throughout the Building and the Premises, unless issues to the maintenance and repairs are caused by the gross negligence, or the intentional or willful act of the Tenant, its agents, employees, licensees, or invitees, in which case the Tenant shall pay the Landlord the cost of such maintenance and/or repairs, less the amount of any insurance proceeds received by the Landlord on account thereof. The Landlord shall be solely responsible for any and all damages and repairs caused by the Landlord, and/or its employees, agents and/or vendors. The Landlord shall maintain and keep in good order, condition, and repair the Building, including, but not limited to, the roof; foundation; the curtain wall, including any and all glass connections; all exterior doors; exterior locks on exterior doors and windows; ballasts, plumbing, fixtures, the Building ventilation system; Building telephone systems; alarm systems; the lobby(ies); the corridors; any and all flooring, including any carpeting or tile repair or replacement; electrical closets; interior portions of the Building, both above and below grade which are not covered by this lease; pest control; landscaping; walkways; pathways; sidewalks; and parking lot area. The Landlord shall comply with any and all building and zoning codes, as applicable. The Landlord shall make any and all repairs within a reasonable period following receipt of notice of the need thereof from the Tenant. The Landlord shall also keep in good order, condition, and repair all Building equipment used by the Tenant in common with other tenants, and replace the same at the end of such equipment's normal and useful life. In the event that the Landlord fails to commence required maintenance or repair of the Building, the Premises, and/or the Land within thirty (30) days after written notice thereof from Tenant or such additional period of time as may be necessary to obtain the permits, equipment, parts and labor required to perform such work, or thereafter fails to diligently perform such repairs and maintenance to completion, subject to force majeure, the Tenant, unless otherwise described in this Lease, shall have the right, but shall not be required to do so, after thirty (30) days' written notice to the Landlord, to make any and all repairs to the Building, the Premises, and/or the Land, which the Tenant reasonably believes is necessary to timely and properly operate its business functions, and/or which present a reasonable concern for safety of the Tenant, or any of its agents, vendors, employees, licensees, or invitees, and the

reasonable and customary documented out of pocket cost of such repairs, including materials, labor, and overhead, at Tenant's election may be invoiced to the Landlord, or such amount may be deducted from the Base Rent. The Landlord shall not be liable to Tenant for any injury or interference with Tenant's business arising from Tenant's exercise of the foregoing self-help rights.

(a.1) Notwithstanding the foregoing, in the event that the Landlord fails to commence required maintenance or repairs to the HVAC system within five (5) business days after written notice thereof from Tenant that the system is not heating or cooling to existing performance standards as of the Commencement Date or such additional period of time as may be necessary to obtain the permits, equipment, parts and labor required to perform such work, or thereafter fails to diligently perform such repairs and maintenance to completion, subject to force majeure, the Tenant shall be authorized to do any of the following: (i) hire a third-party company to make the necessary repairs to the HVAC system, and reduce the Base Rent payment for the reasonable and customary documented out of pocket costs associated with such repair(s); (ii) utilize employees of the Tenant to repair the HVAC system, and reduce the Base Rent payment for the reasonable and customary documented out of pocket costs associated with such repair(s); and/or (iii) not occupy the Premises, and reduce the Base Rent by the number of days that the HVAC system was not heating or cooling to existing performance standards as of the Commencement Date, and on which Premises was not utilized by the Tenant.

Further, the Landlord and Tenant agree that the Indoor Air Quality Safe Practices requirements, which are described in detail in "Exhibit B," which is attached hereto, and incorporated herein by this reference, shall be strictly adhered to by the Landlord. Should the Landlord, for any reason, fail to adhere to the Indoor Air Quality Safe Practices, within thirty (30) days after written notice thereof from Tenant specifying the nature of the failure or such additional period of time as may be necessary to obtain the permits, equipment, parts and labor required to perform the necessary curative work to the Premises, or if Landlord thereafter fails to diligently perform such curative work to completion, subject to force majeure, then the Tenant shall have the right to perform such curative work to the Premises, and then be immediately reimbursed by the Landlord for the reasonable and customary documented out of pocket cost of such work, including materials, labor, and overhead. Should the Landlord fail to immediately reimburse the Tenant, then the Tenant shall be entitled to reduce the Base Rent by the amount of the reimbursement due to the Tenant.

(a.2) In order to minimize any disruption to the Tenant's use of the Premises, the Landlord shall notify the Tenant in writing in advance, with at least 24-hour notice, of any maintenance and/or repairs to be performed in the Premises, and/or which will affect the Premises. Upon receiving the Landlord's notice of pending repairs and/or maintenance, the Tenant shall reasonably consent to such work, and the Landlord shall proceed to construct, improve, repair and/or complete any work that is necessary to properly maintain the Premises. Any and all repairs to the Premises shall, to the greatest extent possible, be performed during non-business hours, to further minimize the impact upon the Tenant, and its employees. Should any of the Premises be unusable to the Tenant, as a result of the Landlord's repairs, the Tenant shall be entitled to rent abatement for the period of time such repairs are undertaken during which the Premises were not utilized by the Tenant.

(b) Tenant's Duties. The Tenant, at Tenant's sole cost and expense, shall, except for services furnished or otherwise provided by the Landlord, maintain the Premises, and all trade fixtures contained therein ("within the four walls") in a safe, clean, and neat condition, and otherwise in good order and repair (note, standard electrical and plumbing fixtures are not included). The Tenant shall be responsible for any and all janitorial cleaning in the Premises, (as described above in Section 5(d), or as mentioned in this Lease), and shall be solely responsible to maintain any supplemental HVAC system (including all plumbing connected to said system installed by or on behalf of the Tenant). Further, the Tenant shall pay for the cost of any repairs to the Premises, the Building, or the Land made necessary by any gross negligence or willful misconduct of the Tenant, or any of its agents, vendors, employees, licensees, or invitees. In the event that the Tenant fails to so maintain the Premises in good order, condition, and repair, the Landlord shall give the Tenant thirty (30) days' notice to do such acts as are reasonably required to properly maintain the Premises. In the event that the Tenant fails to commence such work within the thirty (30) day period, and diligently pursue it to completion, then the Landlord shall have the right, but shall not be required, to do such acts and expend such funds, at the expense of the Tenant, as are reasonably necessary to perform such maintenance and repairs. Landlord shall have no liability to Tenant for any damage, inconvenience or interference with the use of the Premises by Tenant as a result of performing any such work.

(c) Supplemental HVAC System. The Tenant acknowledges and agrees that whenever a supplemental HVAC system is installed in all or part of the Premises, at the direction or for the benefit of the Tenant, the Tenant shall enter into a regularly scheduled preventative maintenance and service contract, at the Tenant's sole cost and expense, which contract shall be either through a third-party agent or vendor of the Tenant, or by employees of an agency or department of the Tenant, which has the appropriate and experienced maintenance and service personnel for servicing such HVAC system and equipment, and shall provide the Landlord with a copy of the same. Any third-party contract shall be subject to the Landlord's prior approval, which approval will not be unreasonably withheld or delayed. Such contract shall include, at minimum, all services recommended by the equipment manufacturer and must be effective within sixty (60) days of installation of such HVAC system. The Landlord shall maintain a copy of the manufacturer's warranty information, if any, and will cooperate with the Tenant to the extent warranty repairs are required.

(d) Tenant Allowance. Landlord agrees to provide a one-time allowance, in an amount equal to the lesser of \$25,000.00 or the actual hard costs paid by Tenant to perform renovations to the Premises after the Commencement Date. The Tenant Allowance may either be reimbursed to Tenant or applied as a credit to Rent due. The Tenant Allowance shall be paid by Landlord to Tenant within thirty (30) days after the last to occur of the following: (a) Tenant's completion of the renovation work in accordance with the approved plans and specifications and the provisions of Section 7 and other applicable provisions of the Lease, (b) Landlord's receipt of a release and waiver of lien, in form and substance satisfactory to Landlord, executed by Tenant's contractor and each subcontractor of any tier and material supplier supplying labor and/or materials for the renovation work, and (c) Tenant shall have delivered to Landlord (i) any monies owing to Landlord, and (ii) a certificate of occupancy or documentation evidencing that all building permits have been closed out, as the case may be.

7. **ALTERATIONS AND IMPROVEMENTS**

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

(b) All alterations, improvements, and/or additions to the Premises shall be deemed a fixture, and thereby a part of the real estate and property of the Landlord, and shall remain upon and be surrendered with the Premises as a part thereof without molestation, disturbance or injury at the end of the term of this Lease, whether by expiration or otherwise, unless the Landlord, by notice given to the Tenant, shall elect to have the Tenant remove all or any such alterations, additions, and/or improvements (excluding non-movable office walls), and in such event, the Tenant shall promptly after the termination of this Lease, remove, at its sole cost and expense, such alternations, improvements, and/or additions, and restore the Premises to the condition in which the Premises was in prior to the making of the same, reasonable wear and tear excepted. Notwithstanding the foregoing, all moveable partitions, IT communication cabling and wiring, telephones, and other machines and equipment which are installed in the Premises by or for the Tenant, without expense to the Landlord, and can be removed without structural damage to, or defacement of, the Building or the Premises, and all furniture, furnishing, equipment and other articles of property owned by the Tenant, and located in or about the Premises (all of which are herein called the "Tenant's Property") shall be and remain the property of the Tenant, and may be removed by the Tenant at any time during the term of this Lease. However, if any of the Tenant's Property is removed, Tenant shall repair or pay the cost of repairing any damage to the Building, and/or the Premises, resulting from such removal. All additions, improvements, and/or alterations which are to be surrendered with the Premises shall be surrendered with the Premises, as a part thereof, without cost to, or compensation by, the Landlord, at the end of the term of this Lease, or the earlier termination thereof. Tenant may remain in the Premises up to five (5) days after the Termination Date, without the payment of Rent, for the sole purpose of removing Tenant's Property. If Tenant fails to remove any of Tenant's Property after vacating the Premises, beyond the aforementioned five (5) day period, without Landlord's consent, the Landlord, at Tenant's expense, may remove and either dispose of, or store, the Tenant's Property and perform any other required clean-up and/or repairs to the Premises. Tenant, within sixty (60) days after receipt of an invoice from the Landlord, shall reimburse the Landlord for the reasonable cost incurred by the Landlord for the removal, and disposal or storing of Tenant's Property, and the clean-up and/or repair of the Premises.

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

(d) Tenant shall have the right, at its sole cost and expense, to install a security or burglar alarm system, fire alarm, in or about the Premises. Further, the Tenant shall also be permitted to install an antenna in or about the Premises or on, or within, the Building, to provide better cellular telephone reception primarily for the Tenant, and/or its employees. Plans regarding the installation of antennas or alarm systems must be submitted to the Landlord for prior review and approval.

(e) As Is. Tenant acknowledges that it is in possession of the Premises pursuant to the existing leases expired(ing) October 31, 2021, March 31, 2022, October 31, 2023 (the "Existing Leases") and accepts the Premises in "AS IS" condition. If the term of any the Existing Leases has not expired as of the Commencement Date, such Existing Lease(s) are amended and restated by this Lease as of the Commencement Date.

8. **RIGHT OF QUIET ENJOYMENT**

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

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

(c) Without limiting any of its rights, the Tenant may cancel, or otherwise terminate, this Lease upon thirty (30) days' written notice to the Landlord in the event that enjoyment or use of the Premises is prohibited or substantially interfered with by an action or inaction of the Landlord where Landlord has a duty to act, provided that if Landlord cures the prohibition or interference with Tenant's enjoyment or use of the Premises prior to expiration of such thirty (30) day notice period, then this Lease shall remain in full force and effect and Tenant's cancellation notice shall be void.

9. **ASSIGNMENT AND SUBLETTING**

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

(b) In the event of any assignment or subletting, not otherwise consented to herein, the Tenant shall remain fully liable for the performance of all of the terms and conditions of this Lease, unless the Landlord, in writing, consents to the Tenant being released from any further liability or responsibility under the Lease.

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

(d) To the extent that the Landlord's consent is necessary, the Tenant shall provide the Landlord with a copy of any proposed assignment or sublease of the Premises, and to the extent then available a copy of any document pursuant to which any such assignment or sublease may be made, at least twenty (20) business days prior to the proposed effective date of the assignment or sublease. The Landlord shall approve or disapprove of the proposed assignment or sublease within ten (10) business days of receiving the proposed assignment or sublease. The failure of the Landlord to disapprove any proposed assignment or sublease with such ten (10) calendar day period shall be deemed to be an approval by the Landlord of such proposed assignment or sublease.

(e) Notwithstanding the foregoing, the Landlord hereby acknowledges that the Tenant intends to sublease the Premises to the Office of the State Attorney, 11th Judicial Circuit and hereby consents to such sublease, a copy of which is attached hereto, marked "Exhibit C" and is incorporated herein by this reference.

10. **LIENS AND INSOLVENCY**

Tenant shall keep the Premises, the Building, and the Property free from any liens arising out of any work performed, materials furnished, or obligations incurred by the Tenant. In the event any lien is filed against the Property or the Landlord's property as a result of or in connection with any work performed or materials furnished to Tenant or on Tenant's behalf, Tenant shall promptly discharge or

satisfy said lien within thirty (30) days of receipt of notice of such lien.

11. **EMINENT DOMAIN**

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

(b) If a total taking of the Premises, the Building, or the Property occurs, or if a partial taking or the sale of the Building, or the Property occurs, and it: (i) results in an inability of the Tenant to use the Premises for the Tenant's intended purpose, as determined by the Tenant; or (ii) renders the Building unviable or useless to the Tenant, this Lease shall terminate, with such termination being made effective sixty (60) days after the Tenant receives notice of such taking, or when the taking occurs, whichever is sooner.

(c) All condemnation awards and similar payments shall be paid and belong to the Landlord, except any amounts otherwise described above in this Lease, in addition to any amounts awarded or paid specifically for Tenant's trade fixtures, loss of business, relocation costs, and other benefits that the Tenant is otherwise entitled to receive under the law (provided Tenant's award does not reduce Landlord's award or attribute any value to the remaining leasehold interest). Nothing contained herein shall prevent or diminish the Tenant's right to deal on its own behalf with the condemning authority.

(d) Tenant shall not exercise its power of eminent domain with respect to the Premises, the Building, the Property or any part thereof.

12. **ACCESS OR ENTRY BY LANDLORD**

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

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

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

13. **SIGNAGE**

(a) All signs and symbols placed on the doors or windows or elsewhere about the Premises, which are visible from outside of the Premises, or upon any other part of the Building, including building directories, shall be subject to the approval of the Landlord, which approval shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, the Tenant shall be permitted to place its logo, and/or shield, and/or flag on or about the Premises, Building, and/or the Property, at its own sole cost and expense without such being altered, changed, revised, and/or modified by the Landlord.

(b) The Tenant shall be entitled to have its name displayed on any and all existing Building directories, if any, and any outdoor monument sign, if any, at the Landlord's sole cost and expense; provided, however, in the event that the Tenant requests any changes to the initial display, the Tenant hereby agrees that any out-of-pocket costs incurred by the Landlord in connection with such changes shall be the responsibility of the Tenant, and shall be reimbursed by the Tenant within thirty (30) calendar days following receipt of an invoice and evidence of actual payment related thereto.

14. **INSURANCE**

(a) Landlord's Insurance. The Landlord will, during the term of this Lease carry commercial general liability, fire, windstorm, hail, flood and extended coverage insurance on the improvements of the Premises and the Building to the full replacement value. Tenant shall pay its Pro Rata Share of such insurance expenses, as Additional Rent, as outlined in Section 3(f) of this Lease. Landlord agrees to provide to Tenant all reasonable documentation, including but not limited to insurance declaration pages, requested by Tenant to ascertain and confirm Landlord's actual costs for the time period preceding Tenant's reconciliation.

(b) Tenant's Insurance. The Tenant is self-insured. The Landlord hereby acknowledges that the Tenant is self-insured, and therefore the Tenant shall not be required to secure any type of insurance coverage during the Term of this Lease. Further, the Landlord hereby acknowledges that the Tenant's assignee, the Office of the State Attorney, 11th Judicial Circuit, is also self-insured.

15. **INDEMNIFICATION**

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

(b) If the Tenant's use and occupancy is materially interfered with as a result of any act or inaction by the Landlord where Landlord has a duty to act, its employees, agents, contractors, licensees, and/or invitees, then, in addition to any other remedy, the Tenant shall be entitled to an abatement of the Rent for the period of time occupancy is materially and adversely interfered with and during which the Premises were not utilized by the Tenant if such interference is not cured within thirty (30) days after written notice to the Landlord.

(c) The Tenant shall not be liable for any damage or injury which may be sustained by any party or person on the Premises, or in the Building, or on the Property, other than the damage or injury caused solely by the negligence of the Tenant, its officers, employees, vendors or agents, and all subject to the limitations of Florida Statutes, Section 768.28.

16. **HAZARDOUS MATERIALS**

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

(b) The term "Hazardous Materials" shall mean any substance, material, waste, gas, or particulate matter which at the time of the execution of this Lease of any time thereafter is regulated by any local governmental authority, the State of Florida, and/or the United States Government, including, but not limited to, any material or substance which is: (i) defined as a "hazardous material", "hazardous substance", "extremely hazardous waste", or "restricted hazardous waste" under any provision of the

State of Florida and/or the United States Government; (ii) petroleum; (iii) asbestos; (iv) polychlorinated biphenyl; (v) radioactive material; (vi) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C., Section 1251, et seq. (33 U.S.C., Section 1371); (vii) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C., Section 6901 et seq (42 U.S.C., Section 6903); (viii) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act 42 U.S.C., Section 9601 et seq. (42 U.S.C. Section 9601).

(c) The Landlord hereby indemnifies the Tenant from and against any breach of Landlord's foregoing representation and covenant provided regarding Hazardous Materials.

(d) During the term of this Lease, Tenant shall comply with all laws related to Hazardous Materials applicable to its operation or use of the Premises, will cause all other persons occupying or using the Premises to comply with all such laws, and will immediately pay or cause to be paid all costs and expenses incurred by reason of such compliance. Tenant shall not generate, use, treat, store, handle, release or dispose of, or permit the generation, use, treatment, storage, handling, release or disposal of Hazardous Materials on the Premises, or in the Building or on the Property, or transport or permit the transportation of Hazardous Materials to or from the Premises, the Building or the Property except for limited quantities of household cleaning products and office supplies used or stored at the Premises and required in connection with the routine operation and maintenance of the Premises, and in compliance with all applicable laws. The Tenant hereby indemnifies the Landlord from and against any breach of Tenant's foregoing covenants regarding Hazardous Materials. The provisions of this section shall survive the expiration or sooner termination of this Lease.

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

If the Premises, or any part thereof, or any appurtenance thereto, is so damaged by fire, casualty or structural defects, such damage or defects not being the result of any act of negligence by Tenant, or by any of Tenant's agents, employees, vendors, or invitees, that the same cannot be used for Tenant's purposes, which damage cannot be repaired within ninety (90) days, then Tenant and Landlord shall each have the right at any time within sixty (60) days thereafter to elect by notice to the other party to terminate this Lease as of the date of such notice. Landlord is required to pay any insurance proceeds arising out of the casualty to a Landlord's mortgagee, then Landlord may terminate this Lease by giving written notice of its election to terminate within sixty (60) days after the requirement is imposed. In the event of minor damage is sustained to any part of the Premises, such damage or defects not being the result of any act of negligence by Tenant, or by any of Tenant's agents, employees, vendors, or invitees, and if such damage does not render the Premises unusable for Tenant's purposes, Landlord shall promptly repair such damage at the cost of the Landlord. However, other than building standard leasehold improvements, Landlord shall not be required to repair or replace any furniture, equipment, trade fixtures or personal property of Tenant or others in the Premises or the Building. In making the repairs called for in this paragraph, Landlord shall not be liable for any delays resulting from *force majeure*. Tenant shall be relieved from paying rent and other charges during any portion of the Lease term that the Premises is uninhabitable, inoperable, or otherwise unfit for occupancy, or use, in whole or in part, for Tenant's purposes. Rent

payments and other charges paid in advance for any such periods shall be credited on the next payment, if any, but if no further payments are to be made, any additional or remaining advance payments shall be refunded to Tenant. The provisions of this paragraph extend not only to the matters aforesaid, but also to any occurrence which is not caused by the direct or indirect action of Tenant or by any of Tenant's agents, employees, vendors, or invitees, and which is beyond Tenant's reasonable control and reasonable efforts, which renders the Premises uninhabitable, inoperable or otherwise unfit for occupancy or use.

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

(a) It shall be an "Event of Default" if: (i) Tenant fails to pay Rent, or any other charges, when such payment by Tenant is due hereunder, and such failure continues for fourteen (14) business days after receipt of written notice thereof was made to Tenant by the Landlord; (ii) Tenant violates or fails to perform any of the other conditions, covenants, or agreements under this Lease, and such violation or failure continues for thirty (30) calendar days after written notice thereof to Tenant by Landlord, or (iii) if such default cannot be cured within such thirty (30) day period, then if the Tenant commences to cure the default within the thirty (30) day period, but fails to proceed diligently and fully cure the default within an additional ninety (90) days..

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

(a) Except as otherwise specified in this Lease, if the Landlord defaults in the performance of any term, condition, and/or covenant hereof, and such default continues for thirty (30) days after receipt of notice from the Tenant, or if the default cannot be reasonably cured within thirty (30) days then for a reasonable period of time thereafter up to a maximum of ninety (90) days, then the Tenant may, at its option, but subject to the other terms, condition, and covenants of this Lease, terminate this Lease upon sixty (60) days' additional prior written notice to the Landlord; provided that if the default has then been cured, this Lease shall remain in full force and effect and the notice of termination will be void. Further, Tenant also reserves the right, at its option and in lieu of termination, to cure any of the Landlord's defaults, after written notice to the Landlord, if such default is not cured by Landlord within thirty (30) days after receipt of such written notice, or in the event such default cannot be reasonably cured within thirty (30) days, if Landlord has not commenced to cure such default within such thirty (30) day period, and the Landlord shall immediately (within thirty (30) calendar days) reimburse the Tenant for all reasonable and customary documented costs and expenses required to cure such default, including, but not limited to labor and materials; alternatively, upon thirty (30) days' prior written notice, the Tenant shall be permitted to deduct the amount of such work from the Base Rent, provided the Landlord does not object in writing to such deduction and provided the documented costs of such work which are to be deducted from Rent are reasonable and customary.

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

20. **ATTORNEYS' FEES**

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

21. **EARLY CANCELLATION**

Separate and apart from any other rights granted to the Tenant to cancel or otherwise terminate this Lease, the Tenant shall have the right, at any time, without cause to terminate this Lease by giving the Landlord at least sixty (60) calendar days' advanced written notice of such cancellation. Upon such cancellation, this Lease shall terminate as though the cancellation date were the date originally fixed as the end of the term of this Lease.

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

It is specifically acknowledged and agreed that by and between the Landlord and the Tenant that the Landlord may, from time to time, secure a construction loan and/or mortgage on the Premises, the Building, and/or the Property from a bank, savings and loan institution, insurance company, or other recognized lending institution; and that this Lease is and shall be subordinate to the lien of said construction loan and/or mortgage; and the Tenant hereby agrees that it will execute such subordination and non-disturbance agreements, or other documents, as may be reasonably required by such lending institution, provided however, that the loan documents, mortgage, and/or subordination agreement, as the lending institution may direct, shall contain a provision which states, in effect, that the Tenant shall not be disturbed in its possession and occupancy of the Premises during the term of this Lease.

23. **CONDITION OF PREMISES AT TERMINATION**

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

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

24. **NOTICES**

All notices by the Landlord or the Tenant, to the other party, shall be delivered by either hand delivery, or email (so long as the intended recipient confirm receipt of the email), or by a nationally recognized courier, such as FedEx, DHL, or by the United States Postal Service, sent Certified Mail, return receipt requested, postage paid, and addressed to the party as follows:

To Tenant:	Miami-Dade County Internal Services Department 111 N.W. First Street, Suite 2460 Miami, Florida 33128 Attention: Director
with a copy to:	County Attorney's Office 111 N.W. First Street, 28 th Floor Miami, Florida 33128
To Landlord:	Spencer Waxman, Manager Rathgar 36, LLC c/o Shannon River Partners 850 Third Avenue, 13 th Floor New York, NY 10022

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

25. **LANDLORD'S REPRESENTATIONS AND COVENANTS.**

Landlord hereby represents and covenants to Tenant that:

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

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

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

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

(e) Landlord hereby represents to its knowledge and covenants that the Premises now conforms to, or that prior to Tenant's occupancy in the Premises, that the Premises shall, at the Landlord's sole cost and expense, be brought into conformance with the requirements of Section 553.501, et seq., Florida Statutes, regarding "Florida Americans with Disabilities Accessibility Implementation Act", providing requirements for the physically handicapped, which may include removing any bathrooms and/or lavatories within the Premises, except for matters caused by Tenant.

(f) Landlord hereby grants the Tenant an easement for ingress/egress, access, parking (excluding spaces reserved for other tenants), and for driveway purposes, for the Premises.

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

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

Tenant hereby represents and covenants to the Landlord the following:

(a) Tenant hereby represents and covenants to Landlord that it has full power and authority to enter into this Lease and perform in accordance with its terms, conditions and provisions and that the person signing this Lease, on behalf of the Tenant, has the authority to bind the Tenant, and to enter into this transaction and Tenant has taken all requisite action and steps to legally authorize it to execute, deliver and perform pursuant to this Lease, subject to the approval of the Board of County Commissioner, and/or the County Mayor, or County Mayor's designee as set forth herein.

(b) Tenant understands that it has the right, at its sole cost and expense, to continue, or otherwise install a burglar alarm system for its benefit, and to install an antenna, cellular or booster system within the Premises, or within the Building, to provide better cellular telephone reception primarily for the Tenant, and its employees within the Premises.

27. **MIAMI-DADE COUNTY'S RIGHTS AS SOVEREIGN**

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

(a) The Tenant retains all of its sovereign prerogatives and rights and regulatory authority (quasi-judicial or otherwise) as a county under state and local law and shall in no way be estopped from withholding or refusing to issue any approvals or applications for building, zoning, planning or development under present or future laws and ordinances for whatever nature applicable to the planning, design, construction and development of the Land, or any portion thereof, or the operation thereof, or be liable for the same; provided, without diminishing the foregoing, that the Tenant (in its capacity as a tenant) agrees to reasonably cooperate with the Landlord in the Landlord's efforts to expedite permits and entitlements, and in the Tenant's effort to seek waiver fees where possible, and

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

(c) No Liability for Exercise of Police Power:

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

of the Tenant to adopt or approve any of the Landlord's requests or applications for any type of permit, license, zoning or any other type of matter requiring governmental approval or waiver be construed to be a breach, default or delay of this Lease, or any of the terms under this Lease.

28. **FORCE MAJEURE**

In the event that the Tenant or the Landlord shall be delayed, hindered in, or prevented from the performance of any act or obligation required under this Lease by reason of a strike, lockout, inability to procure materials, failure of power, restrictive government laws or regulations, riots, insurrection, or another reason beyond their control, the prevented party shall provide notice to the other party, and the performance of such act shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. Nothing shall excuse or delay Tenant's deadline performance of any obligations that can be satisfied by the payment of money.

29. **RADON GAS**

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

30. **BUILDING RULES, REGULATIONS & RESTRICTIONS**

Tenant will comply with the rules, regulations and restrictions of the Building, and will cause all of its agents, employees, invitees and visitors to do so; and all changes to such rules will be sent by Landlord to Tenant in writing at least sixty (60) days before such rules are implemented. Notwithstanding the foregoing, should any of the rules for the Building conflict with the terms and conditions of this Lease, then this Lease shall control.

31. **MISCELLANEOUS**

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

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

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

D.) Recording. A Memorandum of this Lease or a full copy hereof, may be recorded by either party among the Public Records of Miami-Dade County, Florida, at the sole cost of the party filing the document. Further, the Tenant shall file a copy of the Lease with the Miami-Dade County Clerk of the Board of County Commissioners.

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

F.) Entire Agreement. It is expressly understood and agreed that this Lease contains all of the terms, covenants, conditions, and agreements between the parties hereto relating to the subject matter of this Lease, and that no prior agreements, contracts, or understandings, either oral or written, pertaining to the same shall be valid or of any force and/or effect. This Lease contains the entire agreement between the parties hereto, and shall not be amended, modified, or changed in any manner except by a written instrument, which is approved by the Board, and signed by the County Mayor or the County Mayor's designee. Notwithstanding the foregoing, this Lease does not affect any obligations of Landlord or Tenant that survive expiration of the Existing Lease.

G.) Performance. As otherwise described in this Lease if there is a default with respect to any of Landlord's covenants, warranties, obligations, or representations under this Lease, and if the default continues for more than thirty (30) days after notice in writing from Tenant to Landlord specifying the default, or in the event such default cannot be reasonably cured within thirty (30) days, if Landlord has not commenced to cure such default within such thirty (30) day period, Tenant may, at its option and without affecting any other remedy hereunder, cure such default and deduct the reasonable and customary documented cost required to cure such default from the next accruing installment or installments of Rent payable hereunder until Tenant shall have been fully reimbursed for such expenditures provided the Landlord does not object in writing to such deduction and provided the documented costs of such cure which are to be deducted from Base Rent are reasonable and customary. If this Lease terminates prior to Tenant's receiving full reimbursement, Landlord shall pay the un-reimbursed balance to Tenant on demand.

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

I.) Holidays. It is hereby agreed and declared that whenever the day on which a payment is due under the terms of this Lease, or the last day on which a response is due to a notice, or the last day of a cure period, falls on a day which is a legal holiday in Miami-Dade County, Florida, or on a Saturday or

Sunday, and/or State or Federal holiday, then such due date or cure period expiration date shall be postponed to the next following business day.

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

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

L.) Subordination. This Lease is and shall be subject and subordinate in all respects to any and all mortgages and deeds of trusts, now or hereafter placed on the Building, the Property, and/or the Premises, and to all renewals, modifications, and extensions thereof. Tenant shall, when requested, promptly execute and deliver such written instruments that shall be necessary to show the subordination of this Lease to said mortgages, deeds of trust or such other instruments in the nature of a mortgage. Specifically, if requested by Landlord or Landlord's lender, if any, Tenant shall execute a subordination, non-disturbance and attornment agreement ("SNDA") on Landlord's form on or before (30) business days of such request, so long as such SNDA is in a form reasonably acceptable to Tenant, and provided, however, that the loan documents, mortgage, and/or subordination agreement contain a provision which states that the Tenant shall not be disturbed in its possession and occupancy of the Premises during the Term of this Lease.

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

N.) No Offer. The presentation and execution of this Lease by the Landlord shall be an offer which may be accepted by the Tenant, and this Lease only becomes valid, binding, and effective upon the execution and commencement of this Lease by both Landlord and Tenant. Further, employees or agents of Landlord have no authority to make or agree to make a Lease or any other agreement or undertaking in connection herewith.

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

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

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

R.) Estoppel Certificates. From time to time, Tenant, on not less than thirty (30) days' prior notice, shall execute and deliver to Landlord an estoppel certificate in a form generally consistent with the requirements of institutional lenders and prospective purchasers and certified to all or any of Landlord, any mortgagee or prospective mortgagee, or prospective purchaser of the Building.

S.) Limitations. No person holding Landlord's interest shall have any liability after such person ceases to hold such interest, except for any liability accruing while such person held such interest. Tenant shall look solely to Landlord's estate and interest in the Building for the satisfaction of any claims by Tenant of any kind whatsoever arising from the relationship between the parties or any rights and obligations they may have relating to the Premises, this Lease, or anything related to either, and no other assets of Landlord shall be subject to levy, execution, or other enforcement procedure for the satisfaction of Tenant's rights or remedies, or any other liability of Landlord to Tenant of whatever kind or nature.

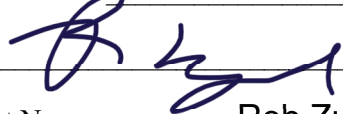
IN WITNESS WHEREOF, Landlord has caused this Lease to be executed by its duly authorized representative, and Tenant has caused this Lease to be executed in its name by the County Mayor, as authorized by the Board; all on the day and year first hereinabove written.

(OFFICIAL SEAL)

Signed in the presence of:



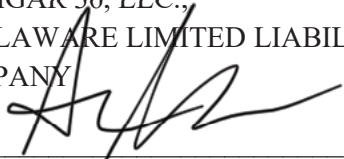
Print Name: Scott Gootzeit



Print Name: Rob Zurl

LANDLORD

RATHGAR 36, LLC.,
A DELAWARE LIMITED LIABILITY
COMPANY

By: 

Name: Spencer Waxman

Title: Manager

(OFFICIAL SEAL)

ATTEST:

JUAN FERNANDEZ-BARQUIN,
CLERK OF THE COURT AND COMPTROLLER

Attested by: _____

Deputy Clerk: _____

Date: _____

TENANT

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

By: _____

Name: Daniella Levine Cava

Title: Mayor

Approved by the County Attorney as

To form and legal sufficiency. _____

EXHIBIT A



OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On : 9/15/2021

Property Information	
Folio:	01-3123-037-5260
Property Address:	1313 NW 36 ST Miami, FL 33142-5581
Owner	RATHGAR 36 LLC
Mailing Address	850 3 AVE 13TH FL NEW YORK, NY 10022 USA
PA Primary Zone	6107 RESIDENTIAL-MEDIUM RETAIL
Primary Land Use	1813 OFFICE BUILDING - MULTISTORY : OFFICE BUILDING
Beds / Baths / Half	0 / 0 / 0
Floors	6
Living Units	0
Actual Area	Sq.Ft
Living Area	Sq.Ft
Adjusted Area	75,746 Sq.Ft
Lot Size	74,500 Sq.Ft
Year Built	Multiple (See Building Info.)



Assessment Information			
Year	2021	2020	2019
Land Value	\$1,862,500	\$1,303,750	\$1,080,250
Building Value	\$4,237,500	\$5,771,250	\$6,369,750
XF Value	\$0	\$0	\$0
Market Value	\$6,100,000	\$7,075,000	\$7,450,000
Assessed Value	\$6,100,000	\$7,075,000	\$7,450,000

Benefits Information				
Benefit	Type	2021	2020	2019
Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).				

Short Legal Description	
N MIAMI ESTATES P6 5-48 LOTS 1 THRU 12 LESS 55FT OF LOTS 9 & 10 BLK 58 LOT SIZE 74500 SQ FT OR 17012-2704 1195 1	

Taxable Value Information			
	2021	2020	2019
County			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$6,100,000	\$7,075,000	\$7,450,000
School Board			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$6,100,000	\$7,075,000	\$7,450,000
City			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$6,100,000	\$7,075,000	\$7,450,000
Regional			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$6,100,000	\$7,075,000	\$7,450,000

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
07/16/2019	\$7,700,000	31539-4906	Qual on DCS, multi-parcel sale
10/10/2018	\$300,000	31181-1910	Affiliated parties
11/01/1995	\$500,000	17012-2704	Sales which are qualified

EXHIBIT B

INDOOR AIR QUALITY SAFE PRACTICES

It is the policy of the Miami Dade County, Internal Services Department that landlord provide the tenants of a lease facility with a healthy working environment. The landlord is responsible for establishing and implementing a written Indoor Air Quality Program (IAQP). This program will indicate all necessary measures to prevent degradation of EQP within a lease facility.

Controlling indoor air quality involves integrating three main strategies:

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

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

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

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

Prior to Occupancy

Testing shall be performed by a qualified registered professional engineer or certified industrial hygienist to confirm that the ventilation system, in its minimum outdoor air setting, is delivering the quantities of outdoor air to representative occupied spaces, as called for in this lease agreement. A validated report

detailing the measurement and verification of air volume testing, adjusting and balancing shall be provided to the tenant, without any cost to the tenant.

During the installation of materials (*in either the tenant's space or areas served by the tenant's HVAC system*) with the potential to emit Volatile Organic Compound (VOC) (*including carpets, adhesives, caulks, sealants, paints, insulations and office work station partitions*), the HVAC system shall be operated with no recirculation or air (*weather permitting*).

This can be achieved either with 100 percent outside air or by using only the supply air fans and ducts; exhaust is to be provided through windows (if operable). This reduces contamination of return air ducts, plenums, and insulation materials. If operable windows are not present, temporary openings shall be provided by the removal of window glass. Consideration shall be given to the use of exhaust fans to pull exhaust air from deep interior locations. Stair towers and other paths to the exterior are useful for exhausting air from the building during temporary ventilation. Any temporary systems must comply with applicable life and safety codes. This construction related ventilation shall be operated for 24 hours a day and shall persist for one week after the installation of the carpets or other remodeling activity.

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

The space provided for the tenant has been designed to be capable of providing adequate ventilation air to meet ASHRAE Std. 62.1-2016. Guidelines for office type environments specify a maximum density of seven people per 90 square meters (1000 sq. feet), a maximum of one personal computer per person and a maximum of 21 watts per square meter (2 watts per square foot). If tenant needs exceed the office HVAC design capacities, it is the responsibility of the tenant to notify the owner such that appropriate action can be undertaken. The cost of the installation of additional cooling or ventilation capacity if needed can be negotiated.

The space provided for the tenant has been designed to be capable of providing adequate ventilation air to meet ASHRAE Std. 62.1-2016. Installation of large or high use photocopying machines, kitchen/vending equipment, or several large computer work stations will exceed the HVAC design capacity and may necessitate the installation of a direct coupled exhaust or additional cooling capacity. If tenant needs exceed the office HVAC design capacities, it is the responsibility of the tenant to notify the owner such that appropriate action can be undertaken. The cost of the installation of additional cooling or ventilation (exhaust) capacity if needed may be negotiated.

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

Suggested Ranges of Temperature and Relative Humidity During Summer and Winter		
(Assumes typical summer and winter clothing at light/sedentary activity levels)		
Relative Humidity	Winter Temperature	Summer Temperature
30%	68.5°F-75.5°F	74.0°F-80.0°F
40%	68.0°F-75.0°F	73.5°F-80.0°F
50%	68.0°F-74.5°F	73.0°F-79.0°F
60%	67.5°F-74.0°F	73.0°F-78.5°F

Indoor Air Quality Program

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

1. **Designee:** There shall be an assigned Indoor Air Quality Program (IAQP) coordinator qualified by appropriate training and experience that is equal with the complexity of the program to administer or oversee the program and conduct the required evaluations of the program effectiveness.
2. **Building Profile:** Building Description is essential information of a building profile which is necessary for a basic understanding of the building HVAC systems and which is necessary to set the foundation for the operations and maintenance.
3. **Operating Procedures:** Description of daily operating and management of facility building systems can directly affect the environment air quality.
4. **Maintenance Procedures:** Maintain a preventive maintenance for the building system components that affect the environment air quality.
5. **Audits:** Regular facility audits should be performed throughout the facility interior, HVAC System and exterior.
6. **Operator Training:** Under no circumstances may an employee operate or maintain a building system until he/she has successfully completed the EAQ training.
7. **Contractor Employers:** Outside contractor should follow what is established on the EAQ program.
8. **Recordkeeping:** Encourages indoor air quality feedback—good or bad. Record all tenant complaints of building-related illnesses. These records are necessary to expedite review and evaluation of the system and to support implementation and operation of an adequate environmental air quality program. Use an Environmental Air Quality Complaint Form for employee complaints is recommended.
9. **Program Evaluation:** By having our program administrator that thoroughly evaluate and, as necessary, revise our Indoor Environmental Quality Program and can eliminate problems effectively.

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

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

EXHIBIT C

SUBLEASE

Attachment 2

SUBLEASE AGREEMENT

This Sublease Agreement (“Sublease”) is made and entered into on this ____ day of _____, 202_, by and between Miami-Dade County, a political subdivision of the State of Florida, herein referred to as the “COUNTY,” and the State of Florida, through the Office of the State Attorney, 11th Judicial Circuit, hereinafter referred to as the “SAO11,” collectively, the “Parties.”

WITNESSETH

WHEREAS, on or about _____, the COUNTY and Rathgar 36, LLC., a Foreign limited liability company, herein referred to as “Landlord” entered into a Lease Agreement authorized under Resolution _____, and approved by the Miami-Dade County Board of County Commissioners on _____ (hereinafter referred to as the “Lease Agreement,” which is attached hereto, marked as “Exhibit A,” and which is incorporated herein by reference) leasing a portion of the building located at 1313 NW 36 Street, Miami, Florida, more specifically located on the 2nd, 3rd, 4th and 6th floors of the building (“Premises”), which is comprised of approximately 43,719 rentable square feet; and

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

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

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

AGREEMENT

1. The foregoing recitals and provisions are hereby adopted and incorporated herein.
2. COUNTY hereby leases, and the SAO11 agrees to receive from COUNTY, the Premises

which is described in the Lease Agreement, and having the address and folio number as follows:

Address: 1313 NW 36 Street, 2nd, 3rd, 4th and 6th Floors, Miami, Florida 33142

Folio Number: 01-3123-037-5260

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

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

ARTICLE I **USE OF PREMISES**

The Premises shall be used by SAO11 solely for the function of the Office of the State Attorney, 11th Judicial Circuit, which will necessarily entail services performed for the general public. The SAO11 understands and agrees that the SAO11 shall not use the Premises for any use inconsistent with the permitted use(s) set forth in this Sublease.

Further, the Parties agree that as part of the SAO11 use of the Premises, it shall be permitted, at all times during the term hereof, to utilize the entire parking lot for its employees, agents, contractors, licensees, and invitees, that are provided by the Landlord for the COUNTY's use, all in accordance with the Lease Agreement.

ARTICLE II **COMPLIANCE WITH LEASE AGREEMENT**

Except as otherwise set forth herein, or expressly modified hereby, the Lease Agreement terms and

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

ARTICLE III

CONDITION OF PREMISES

SAO11 hereby accepts the Premises in the condition it is in at the beginning of this Sublease. The SAO11 shall maintain and properly care for the Premises. The COUNTY shall be obligated to make Tenant Improvements or alterations to the Premises to provide equipment, communication services and security, as required by Art. V, Section 14, Fla. Const., and Section 29.008, Florida Statutes or provide funding to SAO11 for such Tenant Improvements.

ARTICLE IV

UTILITIES

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

ARTICLE V
ALTERATIONS BY SAO11

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

ARTICLE VI
MAINTENANCE AND LIABILITY FOR DAMAGE OR INJURY

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

ARTICLE VII
NO LIABILITY FOR PERSONAL PROPERTY

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

ARTICLE VIII
SIGNS

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

ARTICLE IX
COUNTY'S RIGHT OF ENTRY

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

ARTICLE X
SURRENDER OF PREMISES

The SAO11 agrees to surrender to COUNTY, at the end of the term of this Sublease or any extension

thereof, the Premises in as good condition as said Premises was at the beginning of the term of this Sublease, ordinary wear and tear and damage by fire and windstorm or other acts of God excepted.

ARTICLE XI
INDEMNIFICATION AND HOLD HARMLESS

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

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

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

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

ARTICLE XII
LIABILITY FOR DAMAGE OR INJURY

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

ARTICLE XIII
CANCELLATION

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

A. Termination after ten (10) days written notice by the COUNTY sent by certified mail, registered mail or any acceptable overnight delivery service to SAO11, or by electronic mail (email), so long as the recipient has acknowledge receipt of such electronic mail, of any condition posing a threat to health or safety of the public or patrons that SAO11 is required to correct pursuant to Florida law and the covenants or requirements of this Sublease and which is not remedied within the ten (10) day period from receipt of written notice.

B. Termination after thirty (30) days from receipt by SAO11 of written notice by certified mail, registered mail or any acceptable overnight delivery service to the address of the SAO11 or by electronic mail (email), so long as the recipient has acknowledged receipt of such electronic mail, of the non-performance of any covenant or requirement of this Sublease other than listed in A above, and the failure of the SAO11 to remedy such breach within the thirty (30) day period from receipt of the written notice.

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

EARLY CANCELLATION BY THE PARTIES: The Parties shall each have the right to cancel this Sublease upon not less than one-hundred and eighty (180) days advance written notice to the other party.

EARLY CANCELLATION BY THE SAO11: Further, the COUNTY and SAO11 acknowledge that if, for any reason beyond the SAO11's control, the funding allocated for rent of the Premises by the COUNTY or the operational expenses in its Sublease with the COUNTY is terminated, cut, removed, reduced significantly, or otherwise withheld or not made available to the SAO11, or the SAO11's contracts with the COUNTY, which pertain to the Premises, and have a substantial impact on the operation and administration of the SAO11, are terminated, cancelled, not funded or not renewed by the COUNTY, the SAO11 shall have the right to terminate this Sublease on at least sixty (60) days written notice to the COUNTY. Additionally, should the SAO11 elect to cancel this Sublease, then the Parties hereby agree that COUNTY shall have fulfilled its responsibility to lease space for the SAO11, and shall not be required to do so for the same purpose, or for any location within a ten (10) mile radius of the Premises for the remainder of the term of the Lease Agreement.

ARTICLE XIV **NOTICES**

It is understood and agreed between the Parties that written notice addressed and sent by certified or registered mail, return receipt requested, first class, postage prepaid or acceptable overnight delivery service and addressed as follows:

COUNTY:

Miami-Dade County
Internal Services Department
Real Estate Development Division
111 N.W. First Street, 24th Floor
Miami, Florida 33128
Attention: Director

with a copy to:

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

SAO11:

State of Florida through the
State Attorney,
11th Judicial Circuit
1350 N.W. 12 Avenue

Miami, Florida 33136
Attention: Executive Director

or by electronic mail (email), so long as the recipient has acknowledged receipt of such electronic mail, shall constitute sufficient notice to the Parties to comply with the terms of this Sublease. Notices provided herein in this paragraph shall include all notices required by this Sublease or required by law.

ARTICLE XV **INSURANCE**

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

ARTICLE XVI **PERMITS, REGULATIONS AND SPECIAL ASSESSMENTS**

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

ARTICLE XVII **DEFAULT OF SAO11**

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

ARTICLE XVIII
COUNTY AS SOVEREIGN

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

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

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

ARTICLE XIX
ASSIGNMENTS AND SUBLEASES

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

ARTICLE XX
ADDITIONAL PROVISIONS

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

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

2. Non-Discrimination

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

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

ARTICLE XXI **CONFLICTS**

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

ARTICLE XXII **GOVERNING LAW**

This Sublease, including any exhibits or amendments, if any, and all matters relating thereto (whether in contract, statute, tort or otherwise) shall be governed by and construed in accordance with the laws of the State of Florida, and the venue for any disputes, claims, and/or causes of action shall be in

Miami-Dade County.

ARTICLE XXIII
WRITTEN AGREEMENT

This Sublease contains the entire agreement between the Parties hereto and all previous negotiations leading thereto, and it may be modified only by a written amendment executed and delivered by the COUNTY and SAO11, together with a resolution approved by the Board of County Commissioners.

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

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

ATTEST:
Juan Fernandez-Barquin,
Clerk of the Court and Comptroller

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

Attested by: _____
Deputy Clerk:
Date: _____

By: _____
Daniella Levine Cava
Mayor

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

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

Witness: _____

By: _____

Print Name: _____

Witness: _____

Dated: _____

Exhibit A
Lease Agreement