MEMORANDUM

Agenda Item No. 14(A)(1)

TO:	Honorable Chairman Oliver G. Gilbert, III and Members, Board of County Commissioners	**DATE:**	June 18, 2024
FROM:	Geri Bonzon-Keenan County Attorney	**SUBJECT:**	Resolution approving, pursuant to section 125.031, Florida Statutes, the terms of and authorizing execution by the County Mayor of a lease agreement ("Lease") between Doral 8333 Office LLC, and Miami-Dade County, as Tenant, for office space located at 8333 NW 53 Street, Suite 102, Doral, Florida 33166, to be utilized by the County as a District Office for County Commission District 12, for a five year initial term, with one, two-year option to renew, having an estimated fiscal impact to the County of $1,588,792.23 for the entire seven year period, including base rent, lease management fees, operating expenses reimbursable to Landlord (inclusive of common area maintenance, utilities, waste disposal, real estate taxes, janitorial services and insurance), tenant improvements and reserved parking fees; and authorizing the County Mayor (1) to execute the Lease, (2) to take all actions necessary to exercise all rights conferred in the Lease, and (3) to take all actions necessary to effectuate same

Resolution No. R-558-24

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

Gerald Sanchez for

Geri Bonzon-Keenan
County Attorney

GBK/jp

Memorandum

MIAMI-DADE COUNTY

Date: June 18, 2024

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

From: Daniella Levine Cava
Mayor

Daniella Levine Cava

Subject: Lease Agreement between Doral 8333 Office, LLC., and Miami-Dade County, for Property Located at 8333 NW 53 Street, Suite 102, Doral, Florida 33166
Lease No. 35-3022-032-0060-L01

Executive Summary

This item is for the approval of a Lease Agreement (Lease), between Doral 8333 Office, LLC (Landlord), a Foreign Limited Liability Company, and Miami-Dade County (County), as tenant, for the lease of approximately 3,454 square feet of air-conditioned office space located at 8333 NW 53 Street, Suite 102, Doral, Florida 33166 (Premises), together with the right to one reserved parking space, and the non-exclusive right to use the parking garage with other tenants. The office space will be utilized by the County as a district office for the Commissioner of District 12. The proposed Lease has a five (5) year initial term, with one additional two-year option to renew, which renewal shall be at the then-fair market value rate.

The estimated cumulative fiscal impact to the County for the initial term plus the two-year option to renew is $1,588,792.23. For the initial five-year term of the Lease, the estimated cumulative fiscal impact to the County is $1,098,856.81. The estimated total fiscal impact to the County for the first year of the Lease is $270,241.75. During the initial five-year term of the Lease, the County is responsible for approximately $902,541.71 in base rent, an estimated $45,188.00 in reimbursable expenses to Landlord (including tenant's pro rata share of real estate taxes, insurance, utilities, waste disposal and common area maintenance), $45,127.10 in lease management fees, $6,000.00 for reserved parking, and an estimated amount of $100,000.00 for tenant improvements. Annual operating expenses (including internet, telephone, and cable) shall be paid directly to vendors by the County, at market rate. During calendar year 2024, the Landlord is responsible for real estate taxes, insurance, utilities, waste disposal, janitorial services, pest control and common area maintenance expenses, with the County reimbursing its proportionate share of such expenses which exceed the Landlord's operating costs incurred during 2024 (Base Year) thereafter. Moreover, the Landlord has agreed to provide a one month rent abatement to the County upon Lease commencement.

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the terms of and authorize the execution of the Lease between the County and the Landlord, for the use of the Premises to be utilized as a district office for Commission District 12. More specifically, the resolution does the following:

- Approves the lease of 3,454 square feet of air-conditioned office space, plus one reserved parking space; and
- Authorizes an initial lease term of five years, with one additional two-year option to renew.
- Authorizes the County Mayor or Mayor's designee to execute the Lease and all rights conferred therein.

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 12, which is represented by Commissioner Juan Carlos Bermudez. Written notice of the Lease was provided to the Commissioner.

Fiscal Impact/Funding Source

The fiscal impact to the County for the first year of the initial lease term is estimated to be $270,241.75 which is comprised of: (i) $158,308.33 (approximately $50 per square foot) in annual base rent, inclusive of the one month rent abatement; (ii) lease management fees of approximately $7,915.42, equal to five percent of the annual base rent to be paid to the Internal Services Department (ISD) for administration of the Lease; (iii) an estimated $100,000.00 to be utilized for tenant improvements to the Premises; (iv) $1,200.00 to rent one reserved parking space; and (v) $2,818.00 in operating expenses in excess of the Base Year, reimbursable to Landlord. The total projected fiscal impact to the County for the initial five year term of the Lease is estimated to be $1,098,856.81, (including base rent, lease management fees, tenant improvements, reserved parking, and the County's proportionate share of operating expenses, in excess of the base year, reimbursable to Landlord).

The Lease includes an annual rental increase of three percent (3%). Should the County choose to exercise its two-year option to renew, at the then-fair market value for the Doral submarket, the estimated fiscal impact for approximately seven years of possession of the Premises (to include base rent, lease management fees, tenant improvements, reserved parking and the County's proportionate share of operating expenses, in excess of the Base Year, reimbursable to Landlord) is estimated to be $1,588,792.23. The funding source for lease expenses is the "G5014 (Chartfield ID07010000) No Grant" classification. The funding source for tenant improvements is the "CO003 (Chartfield NDCP090200) No Grant" classification.

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

- 8333 NW 53 Street, Doral, Florida - $50.00 per square foot on an annual basis. Modified gross with the tenant responsible for paying its proportionate share of pass-through operating expenses in excess of the base year.
- 3470 NW 82 Avenue, Doral, Florida - $40.00 per square foot on an annual basis. Triple net with the tenant responsible for paying real estate taxes, building insurance, maintenance, services, and utilities.
- 8200 NW 33 Street, Doral, Florida - $39.00 per square foot on an annual basis. Triple net with the tenant responsible for paying real estate taxes, building insurance, maintenance, services, and utilities.

The Landlord is responsible for real estate taxes, insurance, utilities, waste disposal, janitorial services, pest control and common area maintenance expenses during the 2024 calendar year. The County will reimburse its proportionate share of such expenses which exceed the Landlord's operating costs incurred during 2024 (base year) thereafter. Moreover, the Landlord has agreed to provide a one month rent abatement to the County upon Lease commencement.

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 on behalf of the County.

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

- Doral 8333 Office LLC is a Foreign Limited Liability Company incorporated in the state of Delaware. It is managed by Codina Manager, LLC. Its ownership structure is as follows:
  - 84.932% Codina Property Holdings, LLC.
  - 7.5% Codina Daughters, LLC.
  - 7.568% Codina Grandchildren's Trust

- Codina Property Holdings, LLC is a Florida Limited Liability Company managed by Codina Manager, LLC. Its ownership structure is as follows:
  - 99% Armando Codina 2012 Irrevocable Trust
  - .5% Armando Codina Declaration of Trust dated September 13, 2006
  - .5% Margarita M. Codina Revocable Trust

Codina Manager, LLC is a Florida Limited Liability Company whose corporate officers, pursuant to Sunbiz, are Armando Codina, Ana-Marie Codina Barlick and Federico Moreno. It is wholly owned by Armando Codina Declaration of Trust dated September 13, 2006.

Delegation of Authority
This item authorizes the County Mayor or the County Mayor's designee to execute the Lease, to take all actions necessary to effectuate the Lease, and to exercise all other rights conferred therein, including but not limited to, the right to exercise the optional renewal term set forth in the Lease and the right to terminate the Lease.

Background
The County is entering into the Lease for the purpose of providing a district office for the District 12 Commissioner, Juan Carlos Bermudez, who was elected on August 23, 2022. The district office is necessary in order to serve and respond to the needs of his constituents and the various communities within District 12. ISD negotiated and drafted the Lease for the Premises, on behalf of the District 12 Commissioner's Office.

The District 12 Commissioner currently operates out of the office space located at 8843-45 NW 12 Street, Doral, Florida, which was leased by the County pursuant to Resolution No. R-776-21 during the prior Commissioner's tenure. The prior lease agreement is terminable with 90 days' written notice to the landlord, which notice shall be provided upon the effective date of the Lease. The 90-day period will be utilized by staff to complete improvements and transition operations to the Premises.

Pursuant to the terms and conditions of the Lease, the County will have the right to early termination of the Lease on or after the third yearly anniversary of the Lease by either party, upon 120 days' written notice to the other party, without cause. The County's monthly rental payment obligation shall commence one (1) month after the effective date of the Lease. The County may begin tenant improvements to the Premises on the effective date of the Lease.

Carladenise Edwards
Chief Administrative Officer

Memorandum

Date: June 13, 2024

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

From: Alex Muñoz, Director
Internal Services Department

Subject: Request to Process Late Departmental Agenda Item

I am requesting that the following item be placed on the agenda for the June 18, 2024, Board of County Commissioners Commission Meeting.

> RESOLUTION APPROVING, PURSUANT TO SECTION 125.031, FLORIDA STATUTES, THE TERMS OF AND AUTHORIZING EXECUTION BY THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE OF A LEASE AGREEMENT ("LEASE") BETWEEN DORAL 8333 OFFICE LLC, AND MIAMI-DADE COUNTY, AS TENANT, FOR OFFICE SPACE LOCATED AT 8333 NW 53 STREET, SUITE 102, DORAL, FLORIDA 33166, TO BE UTILIZED BY THE COUNTY AS A DISTRICT OFFICE FOR COUNTY COMMISSION DISTRICT 12, FOR A FIVE YEAR INITIAL TERM, WITH ONE, TWO-YEAR OPTION TO RENEW, HAVING AN ESTIMATED FISCAL IMPACT TO THE COUNTY OF $1,565,852.10 FOR THE ENTIRE SEVEN YEAR PERIOD, INCLUDING BASE RENT, LEASE MANAGEMENT FEES, OPERATING EXPENSES REIMBURSABLE TO LANDLORD (INCLUSIVE OF COMMON AREA MAINTENANCE, UTILITIES, WASTE DISPOSAL, REAL ESTATE TAXES, JANITORIAL SERVICES AND INSURANCE), TENANT IMPROVEMENTS AND RESERVED PARKING FEES; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE (1) TO EXECUTE THE LEASE, (2) TO TAKE ALL ACTIONS NECESSARY TO EXERCISE ALL RIGHTS CONFERRED IN THE LEASE, AND (3) TO TAKE ALL ACTIONS NECESSARY TO EFFECTUATE SAME

Although this item has not met the notice deadline and has been provided to the Agenda Coordination Office late, it is important to move this item forward per the request of the District.

I am aware that this item is subject to approval for placement on the agenda by the appropriate Committee Chairperson as well as the BCC Chairperson, and review by the Office of the County Attorney. Therefore, please process the item notwithstanding that the 4-day rule may be applicable to this item.

Approved by Mayor or Mayor's Designee Signature

Carladenise Edwards
Print Name

Approved by Policy Senior Advisor

Nicole Tallman
Print Name or Designee Signature

cc: Geri Bonzon-Keenan, County Attorney
Gerald K. Sanchez, First Assistant County Attorney
Jess M. McCarty, Executive Assistant County
CAOagenda@miamidade.gov

MEMORANDUM
(Revised)

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

DATE: June 18, 2024

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 14(A)(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 Daniella Levine Cava Mayor
Veto __________
Override __________

Agenda Item No. 14(A)(1)
6-18-24

RESOLUTION NO. R-558-24

RESOLUTION APPROVING, PURSUANT TO SECTION 125.031, FLORIDA STATUTES, THE TERMS OF AND AUTHORIZING EXECUTION BY THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE OF A LEASE AGREEMENT ("LEASE") BETWEEN DORAL 8333 OFFICE LLC, AND MIAMI-DADE COUNTY, AS TENANT, FOR OFFICE SPACE LOCATED AT 8333 NW 53 STREET, SUITE 102, DORAL, FLORIDA 33166, TO BE UTILIZED BY THE COUNTY AS A DISTRICT OFFICE FOR COUNTY COMMISSION DISTRICT 12, FOR A FIVE YEAR INITIAL TERM, WITH ONE, TWO-YEAR OPTION TO RENEW, HAVING AN ESTIMATED FISCAL IMPACT TO THE COUNTY OF $1,588,792.23 FOR THE ENTIRE SEVEN YEAR PERIOD, INCLUDING BASE RENT, LEASE MANAGEMENT FEES, OPERATING EXPENSES REIMBURSABLE TO LANDLORD (INCLUSIVE OF COMMON AREA MAINTENANCE, UTILITIES, WASTE DISPOSAL, REAL ESTATE TAXES, JANITORIAL SERVICES AND INSURANCE), TENANT IMPROVEMENTS AND RESERVED PARKING FEES; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE (1) TO EXECUTE THE LEASE, (2) TO TAKE ALL ACTIONS NECESSARY TO EXERCISE ALL RIGHTS CONFERRED IN THE LEASE, 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, Doral 8333 Office LLC, a Foreign Limited Liability Company, ("Landlord") owns the premises located at 8333 NW 53 Street, Suite 102, Doral, Florida 33166 ("Premises"); and

WHEREAS, Miami-Dade County ("County") desires to lease the Premises consisting of approximately 3,454 rentable square feet of office space, together with the right to one reserved parking space, along with the non-exclusive right to use the parking garage and common areas with other tenants, to be utilized by the County as a district office for the County Commissioner of District 12; 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,

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 section 125.031, Florida Statutes, the lease agreement ("Lease") between the County and the Landlord, in substantially the form attached hereto as Exhibit "A," for the Premises, to be utilized as a district office for County Commission District 12, with an estimated cumulative cost for the initial five-year term of $1,098,856.81 and, should the one, two-year option to renew be exercised, an estimated total fiscal impact for the entire seven year period of $1,588,792.23, including base rent, operating expenses reimbursable to Landlord (inclusive of common area maintenance, utilities, waste disposal, real estate taxes, janitorial services, pest control and insurance), lease management fees payable to the Internal Services Department for administration of the Lease, reserved parking fees, and tenant improvements.

Section 3. This Board authorizes the County Mayor or County Mayor's designee to execute the Lease for and on behalf of the County, to exercise all rights conferred therein including but not limited to the right of termination, and to take all actions necessary to effectuate same.

The foregoing resolution was offered by Commissioner **Eileen Higgins**, who moved its adoption. The motion was seconded by Commissioner **Marleine Bastien** 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	**aye**
Kionne L. McGhee	**aye**	Raquel A. Regalado	**aye**
Micky Steinberg	**aye**		

The Chairperson thereupon declared the resolution duly passed and adopted this 18th day of June, 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.

COUNTY COMMISSIONERS MIAMI-DADE COUNTY FLORIDA

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.

Debra Herman

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is made as of the ____ day of _____________, 2024, by and between Doral 8333 Office LLC, a Foreign Limited Liability Company, whose principal place of business is located at 2020 Salzedo Street, 5th Floor, Coral Gables, FL 33134 (the "Landlord"), and Miami-Dade County, a political subdivision of the State of Florida, located at 111 N.W. First Street, Miami, Florida 33128 (the "Tenant"). Landlord and Tenant shall each be referred to as a "Party" and together be referred to as the "Parties."

WHEREAS, the Landlord owns the property located at 8333 NW 53rd Street, Suite 102, Doral, Florida 33166; and

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

Now, therefore, in light of the foregoing facts and circumstances, the Tenant hereby agrees to lease from the Landlord a certain portion of the aforementioned property, consisting of approximately 3,454 rentable square feet of air conditioned office space, together with one (1) reserved parking space, for an initial term of five (5) years, with one (1) option to renew for an additional two (2) years, in accordance with all of the terms and conditions of this Lease.

W I T N E S S E T H:

ARTICLE 1
PREMISES

1.1 In consideration of the rents to be paid and covenants and agreements to be performed by Tenant, Landlord does hereby lease unto Tenant that certain office space, consisting of approximately 3,454 rentable square feet, located at 8333 NW 53rd Street, Suite 102, Doral, Florida 33166 (the "Premises"), which is located within the building located at 8333 NW 53rd Street, Doral, Florida 33166, having Folio Number: 35-3022-032-0060 (the "Building"). A Summary Report of the Building, land and appurtenances (the "Property") is attached hereto, marked as **"Exhibit A"** and incorporated herein by this reference.

1.2 Common Areas. Landlord grants to Tenant and Tenant's guests and invitees the non-exclusive right to use the areas designated by Landlord from time to time as Common Areas. For purposes of this Lease, "Common Areas" shall mean those areas, facilities, utilities, improvements, equipment, and installations of the Building which serve or are for the benefit of the tenants of more than one component of the Building and which are not designated or intended by Landlord to be leased, from time to time, or which are provided or designated from time to time by Landlord for the benefit or use of all tenants in the Building, their employees, customers, and invitees, in common with others entitled to the use or benefit of same, including, but not be limited to, the parking areas, sidewalks, landscaped areas, corridors, stairways, boundary walls and fences, driveways, service roads and service areas and all other areas or improvements which may be provided by Landlord for the common use of the tenants of the Building.

1.3 Parking. In addition, the Landlord and Tenant hereby acknowledge and agree that the Tenant shall have one (1) reserved parking space for a fee of One Hundred Dollars ($100.00) per month, to use at all times during the term of the Lease or any renewal thereof, and the non-exclusive right to use the parking garage in common with other tenants. Landlord shall not be liable for any damage of any nature whatsoever to, or any theft of, automobiles or other vehicles or the contents thereof, while in or about the parking areas. Tenant acknowledges that its non-exclusive right to use any parking facilities forming part of the Building may be subject to such rules and regulations as reasonably imposed by Landlord from time to time. Landlord shall have a right to designate the location of Tenant's parking and alter such designation upon reasonable notice to Tenant. Landlord shall also have the right to establish or modify the methods used to control parking in the parking garage, including, without limitation, the installation of certain control devices or the hiring of parking attendants or a managing agent and/or parking operator. If Landlord contracts with a parking operator, at Landlord's request, Tenant shall enter into a separate parking agreement between such operator and Tenant, and Landlord will cause the parking operator to agree to provide Tenant during the Term with the number of parking spaces indicated in the Lease Summary so long as Tenant complies with the terms and conditions set forth in the parking agreement.

ARTICLE 2
TERM AND DEMISE OF PREMISES

2.1 Term. This Lease shall be for a term of five (5) years, which term shall commence on the first (1st) day of the month following the approval of this Lease by the Miami-Dade County Board of County Commissioners (as evidenced by the adoption of a resolution approving this Lease and after the required ten (10) day veto period of the County Mayor has expired), or if the County Mayor vetoes this Lease, then after subsequent approval of two-thirds (2/3) vote of the Miami-Dade County Board of County Commissioners (the “Commencement Date”), as memorialized in the first page of this Lease, and expiring upon the earlier of a) five (5) years thereafter, or b) early termination of this Lease pursuant to the provisions thereof (the “Term”).

This Lease may be extended for a renewal term consisting of two (2) additional years, at the option of the Tenant (the “Renewal Term”), by serving advance written notice to the Landlord as set forth in Article 17: “Notice,” at least one-hundred and eighty (180) days prior to the expiration of this Lease (the “Renewal Option”). Further, upon the Tenant exercising its rights pertaining to renewing this Lease, this Lease shall be renewed for the entire two (2) year Renewal Term, without the requirement of any further act by either Party, and all of the terms and conditions of this Lease shall be extended for the Renewal Term. Tenant shall not be permitted to exercise the Renewal Option at any time during which Tenant is in default under the Lease, subject to applicable notice and grace periods (if any). If Tenant fails to cure any default under the Lease prior to the commencement of the Renewal Term, subject to applicable notice and grace periods, the Renewal Term shall be immediately cancelled, unless Landlord elects to waive such default, and Tenant shall forthwith deliver possession of the Premises to Landlord as of the expiration or earlier termination of the initial Term of the Lease. Following expiration of the Renewal Term, Tenant shall have no further right to renew or extend the Lease.

2.2 Acceptance of Premises by Tenant. Tenant acknowledges that, aside from the punch list items in **Schedule 1** attached hereto and made a part hereof, or as otherwise specifically set forth herein, no representation with respect to the condition of the Premises and no promises to decorate, alter, or improve the Premises have been made by Landlord. Tenant accepts the Premises in as-is condition.

2.3 Holdover. If Tenant retains possession of the Premises after the expiration of this Lease, including after the renewal period, unless otherwise agreed in writing, such possession shall automatically become one of month-to-month, and the Base Rent shall be one hundred and fifty (150%) percent of the monthly Base Rent, as hereinafter defined, in effect immediately prior to the expiration. In the event of such holding over, all of the terms and conditions of this Lease, including payment of all charges owing hereunder shall remain in full force and effect on a month-to-month basis.

ARTICLE 3
RENT AND OTHER CHARGES

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

Initial Term
(a) Year 1 - $50.00/SF. $172,700.00 per year. ($14,391.67 per month)
(b) Year 2 - $51.50/SF. $177,881.00 per year. ($14,823.42 per month)
(c) Year 3 - $53.05/SF. $183,234.70 per year. ($15,269.56 per month)
(d) Year 4 - $54.64/SF. $188,726.56 per year. ($15,727.21 per month)
(e) Year 5 - $56.28/SF. $194,391.12 per year. ($16,199.26 per month)

3.2 Renewal Term Rent. All terms and conditions of the Lease shall be applicable during the Renewal Term, except that the amount of Base Rent charged for the Renewal Term shall be an amount equal to the then Fair Market Rental Value of the Premises. "Fair Market Rental Value" of the Premises shall be an amount determined by Landlord on the basis of the then-prevailing market rental rate for space comparable to the Premises as reflected in one or more leases executed by Landlord with new office tenants of the Building within the twelve (12) month period immediately preceding commencement of the Renewal Term. If Landlord has not executed any lease with new tenants within said twelve (12) month period, the new prevailing market rental rate determination shall be based on new leases for premises comparable to the Premises herein, as executed within said twelve (12) month period by owners of other comparable office buildings located in the vicinity of the Building. However, in no event shall Base Rent for any year of the Renewal Term be less than the amount of Base Rent for the immediately prior year, nor greater than a ten (10) percent increase over the Base Rent for the immediately prior year. Upon Tenant's request, during the final year of the initial Term, and no less than 200 days prior to expiration of the initial Term, Landlord shall provide written notice to Tenant establishing the proposed Fair Market Rental Value of the Premises for the Renewal Term, along with documentation sufficiently identifying the per square foot amount and location of the comparable rentals supporting the basis of such Fair Market Rental determination.

3.3 Taxes, Insurance, Utilities & Common Area Maintenance, Operating Costs.

(a) Tenant shall pay to Landlord Tenant's Proportionate Share of the amount by which the annual Operating Costs, as hereinafter defined, for each calendar year exceed the Operating Costs incurred in 2024 (the "Base Year"), plus sales tax. Tenant's obligation to pay Tenant's Proportionate Share of such increases in Operating Costs shall commence as of the beginning of the first full calendar year following the Base Year of the Lease Term. The amount of Operating Costs payable to Landlord may be reasonably estimated by Landlord for such period as Landlord determines from time to time (not to exceed twelve (12) months), and Tenant agrees to pay, as Additional Rent, to Landlord the amounts so estimated in equal installments, in advance, on the first day of each month during such period. Notwithstanding the foregoing, when bills for all or any portion of Operating Costs so estimated are actually received by Landlord, Landlord may bill Tenant for Tenant's Proportionate Share thereof, less any amount previously paid by Tenant to Landlord on account of such item(s) by way of estimated Operating Costs payments.

(b) After the end of the period for which estimated payments with respect to Operating Costs have been made, Landlord shall submit to Tenant a reconciliation statement which shall include all reasonable documentation, including, but not limited to, invoices, insurance declarations pages, and cancelled checks which are requested by Tenant to ascertain and confirm Landlord's actual costs for the time period preceding such reconciliation statement. If the amount Tenant has paid based on estimates is less than the amount due based on actual costs, Tenant shall pay such deficiency within thirty (30) days after submission of such statement. If the amount paid by Tenant is greater than the amount actually due, the excess may be retained by Landlord to be credited and applied by Landlord to the next due installments of Tenant's Proportionate Share of Operating Costs, or as to the final Lease Year, provided Tenant is not in default, Landlord will refund such excess to Tenant. Tenant's Proportionate Share of actual Operating Costs for the final estimated period of the Term of this Lease, or any renewal thereof, shall be due and payable even though it may not be finally calculated until after the expiration of the Term. Accordingly, Landlord shall have the right to continue to hold Tenant's security deposit following expiration of the Term until Tenant's Proportionate Share of actual Operating Costs has been paid.

(c) For purposes of this Lease, Tenant's Proportionate Share shall be 2.31%, which is calculated as a fraction, the numerator of which is the rentable area of the Premises, and the denominator of which is the rentable area of the Building (3,454/149,823= 2.31%). The term "Operating Costs" shall mean any amounts paid or payable whether by Landlord or by others on behalf of Landlord, arising out of Landlord's maintenance, operation, repair, replacement, and administration of the Premises, Building, and Common Areas, including, without limitation: (i) the cost of all real estate, personal property and other ad valorem taxes, and any other levies, charges, local improvement rates, and assessments whatsoever assessed or charged against the Premises, Building, and Common Areas, the equipment and improvements therein contained, and including any amounts assessed or charged in substitution for or in lieu of any such taxes, excluding only income or capital gains taxes imposed upon Landlord, and including all costs associated with the appeal of any assessment or taxes, less any reimbursements received by Landlord for such taxes; (ii) the cost of insurance which Landlord is obligated or permitted to obtain under this Lease and any deductible amount applicable to any claim made by Landlord under such insurance; (iii) the cost of security, janitorial, landscaping, garbage removal, and trash removal services; (iv) the cost of heating, ventilating, and air conditioning, to the extent incurred with respect to the Premises, Building, and Common Areas, or with respect to any shared systems; (v) the cost of all fuel, water, electricity, telephone, sewer, sprinkler and any other utilities used in the maintenance, operation, or administration of the Premises, Building, and Common Areas; (vi) salaries, wages, and any other amounts paid or payable for all personnel involved in the repair, maintenance, operation, security, supervision, or cleaning of the Premises, Building, and Common Areas (including, without limitation, the elevators); (vii) fees, costs, and expenses of the community development district and any property owners' association applicable to the Building, and (viii) a reasonable management fee.

(d) The pass-through of each of the taxes described in subsection (c)(i) above and the insurance described in subsection (c)(ii) above may be charged as separate pass-through items from the other Operating Costs, which taxes and insurance shall otherwise be billed to Tenant in the same manner as the pass-through of Operating Costs as provided herein. In addition, in determining the amount of Operating Costs for any calendar year, if less than ninety-five (95%) percent of the Building shall have been occupied by tenants, Operating Costs shall be increased to an amount equal to the Operating Costs which would normally be expected to be incurred had such occupancy been ninety-five (95%) percent during the entire calendar year.

(e) Notwithstanding anything to the contrary contained in this Lease, the following costs and expenses shall be excluded from Operating Costs:

(1) expenses relating to the leasing of space in the Building (including tenant improvements and painting within any applicable tenant’s space, decorating within any applicable tenant’s space, Landlord construction allowances or contributions, leasing commissions, rental concessions, and advertising expenses incurred in connection with the listing of available space in the Building); provided, however, that the foregoing shall not include (and Landlord shall be permitted to include within Operating Costs) (i) any painting or decorating which is generally applicable to the Building and not specific to any particular tenant’s space, or (ii) any municipal or governmental fees or expenses required pursuant to applicable laws or regulations which relate to the leasing of space within the Building;

(2) legal fees and disbursements incurred for negotiation of leases or enforcement of leases;

(3) the cost of utilities to the extent paid for directly by tenants;

(4) expenditures for financing and refinancing and for mortgage debt service or any other cost incurred in respect of any mortgage or other financing of the Building except for expenditures incurred in connection with items which (i) if leased, the lease payments with respect to which would be included in Operating Costs or (ii) if purchased would be amortizable pursuant to item (8) below;

(5) depreciation of the Building and amortization except as otherwise expressly set forth herein;

(6) franchise, transfer, gains, inheritance, estate, mortgage recording, and income taxes imposed upon Landlord;

(7) salaries or fringe benefits of personnel above the grade of building manager;

(8) capital improvements or replacement of capital items except that if such capital improvements or capital items are either (i) intended by Landlord in good faith to achieve a verifiable expense savings in Operating Costs or (ii) required in order to comply with Legal Requirements adopted after the date of this Lease, then such cost shall be evenly amortized over the life of the capital improvement with interest imputed on the unamortized portion at the interest rate customarily utilized by Landlord in its amortization of capital improvements, which interest rate shall be in accordance with generally accepted accounting principles (but in no event shall the annual pass-through of any such capital items described in clause (i) of this item (8) substantially exceed the annual savings in Operating Costs derived therefrom);

(9) costs for which Landlord receives a credit against any payment due from Landlord to Tenant or any third party costs and expenses otherwise includible in Operating Costs, to the extent that Landlord is reimbursed from other sources for such costs and expenses;

(10) rent and additional rent payable under a ground lease or any other superior lease affecting the Building;

(11) costs for which Landlord is compensated by insurance proceeds exclusive of deductibles;

(12) costs incurred in connection with a sale of all or a portion of the Building or the sale or transfer of any beneficial ownership interest in and to Landlord and/or the Building or the grant of a ground lease or any other superior lease affecting the Building;

(13) any fee or expenditure paid to a related party materially in excess of the amount which would be paid in an arm's-length transaction for materials or services of comparable quality (but only to the extent of such excess);

(14) salaries or fringe benefits of personnel not employed exclusively at the Building, to the extent such salaries and benefits relate to work performed not at the Building, as determined on a pro rata basis;

(15) any expense fully reimbursed to Landlord by Tenant or any other tenant of the Building, or any expense billed to and paid directly by same for their own account or on

Landlord's behalf (other than Operating Costs passed through to all tenants pursuant to lease provisions substantially similar to this Section 3.2);

(16) advertising and promotional expenditures;

(17) any bad debt loss, rent loss, or reserves for bad debts or rent loss; and

(18) costs incurred by Landlord for repairs or replacements to the extent that Landlord is reimbursed under warranties or guarantees.

3.4 Rent Abatement. The Parties agree that Landlord shall grant a one (1) month abatement on the payment of Rent, effective upon the Commencement Date.

3.5 The Parties hereby acknowledge and agree that while the Base Rent shall be due and payable on the first (1st) day of the month, for the month of October, for each year, there shall be an exception in which the payment of the Base Rent, and any and all other sums due under this Lease, shall be made by the Tenant after the Tenant completes its process in closing the Tenant's fiscal year books and records, but in no event shall Base Rent, or any and all other sums due under this Lease for October, be paid to Landlord later than October 31st each year.

3.6 Annual Adjustment of Base Rent. The Base Rent for each 12-month period (or any portion thereof) during the Term, consisting of the four (4) 12-month periods, or any portion thereof, from the Commencement Date, shall be computed by increasing the preceding year's Base Rent amount by approximately three (3%) percent, resulting in an annual increase of three (3%) percent, as shown in Article 3.1. The Tenant shall be liable for any and all Base Rent adjustments for any twelve (12) month period whether or not notified by the Landlord.

3.7 Rent. Base Rent, Additional Rent, and all other monthly sums due under this Lease, including but not limited to Operating Costs, shall be collectively referred to as "Rent."

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

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

3.10 Place of Payment. Rent shall be paid in advance on the first day of every month to Landlord's principal address set forth above or such other place and to such other person as Landlord may, from time to time, designate in writing.

ARTICLE 4
USE AND OCCUPANCY

4.1 Use. The Premises shall be used by the Tenant for the general office uses of Miami-Dade County Commission District 12, for the performance of County business by County departments, agencies, and authorities and for the performance of work incidental thereto, which will necessarily entail services performed for the general public.

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

ARTICLE 5
TENANT IMPROVEMENTS

5.1 The Tenant shall not make any improvements or alterations to the Premises ("Tenant Improvements" or "Tenant's Work") without Landlord's written consent, as described in Article 7.5 herein.

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

(a) a work letter describing the nature and scope of the Tenant Improvements comprising Tenant's Work, which must be in writing to the Landlord, prior to commencement of Tenant's Work ("Tenant's Work Letter");
(b) plans and specifications for the Tenant Improvements; and, when applicable
(c) the name of Tenant's proposed Florida licensed general contractor, or, alternatively, the use of the Tenant's own staff;
(d) Certificates of insurance in forms and in amounts satisfactory to Landlord evidencing that each of Tenant's contractors has in effect (and shall maintain at all times during the course of Tenant's Work hereunder) workers' compensation insurance to cover full liability under workers' compensation laws of the State in which the Premises is located with employers' liability coverage and commercial general liability and builder's risk insurance for the hazards of operations, independent contractors, products and completed operations. This section shall only apply to outside contractors, and to the extent that Tenant performs its own Tenant Improvements, no additional insurance

coverage shall be required other than Tenant's self-insurance, pursuant Article 10.1 herein.

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

5.4 Landlord acknowledges and agrees that Tenant may make the improvements described in **Exhibit "C" Tenant's Work Letter**, attached hereto and made a part hereof, upon the commencement of the Lease.

ARTICLE 6
UTILITIES AND SERVICES

6.1 Landlord shall provide, as part of Operating Costs, water, sewer, electricity and waste disposal services used by Tenant.

6.2 Landlord shall provide janitorial and/or custodial services, on a daily basis, and exterminating services, on a monthly or as-needed basis, for the Premises, at its own expense.

6.3 Landlord shall, as part of Operating Costs, furnish the Premises with HVAC to the extent reasonably required for the comfortable occupancy by Tenant in its use of the Premises during the period from 8:00 a.m. to 7:00 p.m. on weekdays, and from 8:00 a.m. to 1:00 p.m. on Saturdays (but, as to Saturdays, only if requested by Tenant on or before the Friday immediately prior to the Saturday for which HVAC is being requested), except for holidays declared by the federal government or such shorter periods as may be prescribed by any applicable policies or regulations adopted by any utility or governmental agency (for purposes of this Lease, as of the date hereof, Landlord has agreed that the holidays will be New Year's Day, Martin Luther King, Jr. Day, Washington's Birthday (President's Day), Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day).

ARTICLE 7
REPAIRS, ALTERATIONS, AND MAINTENANCE

7.1 Landlord's Duties. Landlord covenants to keep the following in good repair as a prudent owner: (i) the structure of the Building including exterior walls and roofs; (ii) the mechanical, electrical, heating, ventilation, elevator, and air conditioning ("HVAC"), and other base building systems (except such as may be installed by or be the property of Tenant or as may be serving only the Premises); and (iii) the entrances, sidewalks, corridors, parking areas and other facilities from time to time comprising the Common Areas. The cost of such maintenance and repairs shall be included in Operating Costs. So long as Landlord has not been grossly negligent in performing its obligations under this Lease Landlord shall not be responsible for any damages caused to Tenant by reason of failure of any equipment or facilities serving the Building or delays in the performance of any work for which Landlord is responsible pursuant to this Lease. Notwithstanding any other provisions of this Lease, if any part of the Building is damaged or destroyed or requires repair, replacement, or alteration as a result of the act or omission of Tenant, its employees, agents, invitees, licensees, or contractors, Landlord shall have the right to perform same and the cost of such repairs, replacement, or alterations shall be paid by Tenant to Landlord upon demand. In addition, if, in an emergency, it shall become necessary to make promptly any repairs or replacements required to be made by Tenant, Landlord may enter the Premises and proceed forthwith to have the repairs or replacements made and pay the costs thereof. Upon demand, Tenant shall reimburse Landlord for the cost of making the repairs.

Landlord shall perform or cause to be performed in the Premises during the term of this Lease the maintenance and services as described above, except for damages caused by the negligence or willful misconduct of Tenant or Tenant's employees, agents, contractors, visitors, and/or invitees. In order to minimize any disruption to the Tenant's use of the Premises, the Landlord shall notify the Tenant in advance of any maintenance and/or repairs to be performed in the Premises, and/or which will materially affect the Premises. Upon receiving the Landlord's notice of pending repairs and/or maintenance, the Tenant shall reasonably consent to such work, and the Landlord shall proceed to construct, improve, repair and/or complete any work that is necessary to properly maintain the Premises. Any and all repairs to the Premises shall, to the greatest extent possible, be performed during non-working hours, to further minimize the impact upon the Tenant, and its employees.

7.2 Landlord's Failure to Repair. Upon the failure of Landlord to effect repairs or diligently pursue such repairs or services, which failure materially affects Tenant's ability to occupy and use the Premises pursuant to this Lease, after five (5) business days' written notification to do so by Tenant, Tenant may cause the repairs to be made and deduct their cost from the Rent due and to become due until in each instance Tenant has fully recovered such costs in accordance with audited costs of repair furnished by Tenant to Landlord. In the event the nature of the repairs required to be made cannot reasonably be completed within such five (5) business day period, then the time within which Landlord must complete such repairs or services shall be extended for such additional period of time as may be reasonably necessary to complete the same under the circumstances.

Notwithstanding the forgoing, the Landlord shall make any and all necessary repairs to the HVAC System within two (2) business days upon receiving any notice or complaint from the Tenant. The Landlord shall provide temporary spot coolers within two (2) business days to the Tenant in the event of an HVAC outage. Should the Landlord fail to timely address the necessary repairs to the HVAC System within five (5) business days, the Tenant shall be authorized to do any of the following: (i) hire a third party company to make the necessary repairs to the HVAC System, and reduce the Rent payment for the costs associated with such repair(s); and/or (ii) utilize employees of the Tenant to repair the HVAC System, and reduce the Rent payment for the costs associated with such repair(s).

7.3 Indoor Air Quality. The Landlord shall have primary responsibility for maintaining indoor air quality in the Premises, except for any air quality issues resulting from the Tenant's actions or inactions, including but not limited to the use of toxic or hazardous materials, failure to properly maintain the Premises or equipment, or any other activity that may contribute to poor indoor air quality in the Premises. The Landlord shall act to prevent the degradation of indoor air quality during the Term of this Lease, including during the occurrence of any maintenance and/or repairs anywhere in, or to, the Building that could allow off-gassing from the embodied chemicals in construction materials or equipment into Premises. The Landlord and its designated contractor(s) will use only non-toxic paint or other surface coatings, and will cause the Building and/or the Premises to be continuously ventilated to prevent the build-up of chemical gases from construction materials, or other emissive materials during and maintenance and/or repair of the Building and/or the Premises. Further, in the event that the Landlord, for any reason whatsoever, fails to immediately address or correct any concerns or issues found by any indoor air quality tests, then the Tenant shall have the right to perform any and all work reasonably required to improve the air quality in the Premises, and afterwards secure reimbursement of such actual and reasonable cost and expenses (including labor and materials) from the Landlord. If the Landlord fails to reimburse the Tenant within sixty (60) days, then the Tenant shall have the right to reduce the amount of the Rent owed to the Landlord by the amount of the cost and expenses involved in improving the air quality in the Premises. Further, in the event that Tenant elects to conduct its own indoor air quality test on the Premises, at Tenant’s expense, the Landlord shall abide by the results and recommendations of such test(s), unless the Landlord reasonably determines, as evidenced by a written statement from a third-party consultant, that such test or results are inaccurate. Then in such instance, both the Landlord and the Tenant shall agree on a company to perform such indoor air quality test, at Landlord’s expense, and the results and recommendations of which shall be binding, for one (1) year, on the Parties. Notwithstanding the foregoing, Landlord shall make all reasonable efforts to remain compliant with Indoor Air Quality Standards, pursuant to **Exhibit “B”** attached hereto and incorporated by reference to this Lease.

7.4 Tenant’s Duties. Tenant shall during the Term and any extension thereof, keep in good order and condition, by maintenance, repair, and replacement, at Tenant's sole cost and expense, the Premises and every part thereof, other than those repairs described in Article 7.1 as the responsibility of Landlord or as otherwise specifically set forth in this Lease. The Tenant shall also be responsible for making each and every repair, addition, replacement, alteration or improvement to the Premises required by the Americans with Disabilities Act (42 U.S.C. Section 12101 et seq.) (“ADA”) and its supporting regulations, as they may be amended from time to time during the Term, based upon, or otherwise the result of, any modifications, alterations and/or improvements that the Tenant makes to the Premises, and shall not make any modification, alteration or improvement which is not in compliance with the ADA.

In the event of an emergency, Tenant, after proper notification to the Landlord and failure of the Landlord to take immediate action, may perform repairs that are the Landlord’s responsibility and receive a credit against Rent due or a cash reimbursement from Landlord for the actual costs thereof.

7.5 Alterations by Tenant. Tenant may not make any alterations, additions, or improvements in or to the Premises without the written consent of Landlord, which will not be unreasonably withheld. All additions, fixtures, or improvements (except store and office furniture and fixtures which are readily removable without injury to the Premises) shall be and remain a part of Premises at the expiration or earlier termination of this Lease, unless Landlord shall require the Tenant to restore the Premises to its original condition. Subject to the above, any carpeting, furniture and removable partitions (except for fixtures) installed by Tenant within the Premises shall remain Tenant's property and may, at Tenant's option, be removed by Tenant upon the expiration of the Lease or any renewal or cancellation thereof.

7.6 Liens. Tenant indemnifies Landlord against, and shall keep the Premises free from liens for any work performed, material furnished, or obligations incurred by or on behalf of Tenant and shall discharge any bond lien filed within ten (10) business days after the filing thereof, provided however that Tenant shall have the right to contest any such lien imposed. Landlord, for itself and its successors and assigns, does hereby waive all rights to levy and/or distraint any and all lien rights accrued and accruing as to all personal property, machinery, fixtures, and equipment, affixed or otherwise, now or hereafter belonging to or in the possession of Tenant. Further, Tenant may at its discretion remove from time to time all or part of its personal property, machinery, trade fixtures, and equipment, subject to and limited by the provisions of section 768.28, Florida Statutes.

ARTICLE 8
REAL ESTATE TAXES AND PROPERTY INSURANCE

8.1 Real Estate Taxes. As part of Operating Costs, Landlord shall pay all taxes, assessments, governmental charges, and fees payable to tax consultants and attorneys for consultation and contesting taxes that accrue against the Building or the Property during the Term. 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 Property, so long as the Tenant's use of the Premises is not interfered with throughout the term of this Lease. If any tax or excise is levied or assessed directly against Tenant, or the Premises, or results from any alterations, additions, and/or improvements to the Premises made by Tenant, then Tenant shall pay such tax or excise as required by the taxing authority, provided however that Tenant shall have the right to contest any such tax.

8.2 Insurance. 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 as part of Operating Costs. Tenant shall pay its Proportionate Share of such insurance expenses, as Additional Rent, as outlined in Section 3.2 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 of insurance expenses.

ARTICLE 9
RIGHT OF QUIET ENJOYMENT

9.1 If, and so long as, Tenant pays the Rent, and keeps and performs each and every term, covenant, and condition under this Lease, 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.

ARTICLE 10
INSURANCE AND INDEMNIFICATION

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

10.2 Tenant shall not be liable for any damage or injury which may be sustained by any party or person in the Premises, or in the Building, or upon the Property, other than the damage or injury caused solely by the negligence or willful misconduct of the Tenant, its officers, employees, vendors, visitors, or agents, and any such liability is subject to, and limited by, the limitations of Florida Statutes, Section 768.28. This section survives the termination or expiration of this Lease.

10.3 All personal property placed or moved into the Premises by Tenant shall be at the risk of Tenant. Landlord shall not be liable to Tenant for any damage to said personal property unless caused by the sole negligence or willful misconduct of Landlord, Landlord's agents, or employees.

ARTICLE 11
NON-DISTURBANCE

11.1 Non-Disturbance Agreement. The Lease shall be subordinate and subject to all ground or underlying leases and mortgages covering the fee of the property, or which at any time thereafter affect the property, and to all renewals, modifications, or replacements thereof; provided, however, that with respect to any ground lease agreement, underlying lease agreement, or mortgage subsequent to the date of this Lease, such subordination shall not be effective unless and until Landlord shall obtain from any and all such ground lessors, underlying lessors, and/or lenders a written agreement with Tenant wherein any and all such ground lessors, underlying lessors, and/or lenders shall agree that the Lease shall not be divested or in any way affected by foreclosure, other default proceedings, or other succession in interest by or under any ground lease agreement, lease agreement, mortgage or obligation secured thereby, so long as Tenant complies with the terms, conditions, and covenants of this Lease and performs its obligations under this Lease (said agreement being referred to herein as a "Non-Disturbance Agreement"). If Landlord shall so fail to obtain a Non-Disturbance Agreement from any ground lessor, holder of any mortgage, or underlying lessor, then the Parties recognize that this Lease shall be and remain superior to any such ground lease agreement, underlying lease agreement, and/or mortgage entered into or executed subsequent to the date of this Lease.

ARTICLE 12
CASUALTY

12.1 If more than thirty (30%) percent of the Premises shall be damaged, destroyed or rendered untenantable, in whole or in part, by or as the result or consequence of fire, windstorm, or other casualty (each a "Casualty") during the Term or any extension thereof, Landlord shall have sixty (60) days to make the Premises tenantable, otherwise either Party may cancel this Lease by the giving of written notice to the other; however, if neither Party shall exercise the foregoing right of cancellation within sixty (60) days after the date of such Casualty, Landlord shall cause the Building and Premises to be repaired and placed in good condition as soon as practical thereafter. In the event of cancellation, Tenant shall be liable for rents only until the date of such Casualty. In the event of partial destruction which shall not render the Premises wholly untenantable, the Rent shall be proportionately abated in accordance with the extent to which Tenant shall be deprived of use and occupancy. Tenant shall not be liable for Rent during such period of time as the Premises shall be totally untenantable by reason of fire, windstorm, or other casualty. The Parties acknowledge that the Casualty shall not be deemed to have been caused by Landlord or its agents, unless such Casualty was directly caused by the gross negligence or willful misconduct of Landlord or its agents.

ARTICLE 13
EMINENT DOMAIN

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

13.2 In the event only a portion of the Premises, not exceeding twenty (20%) percent of the same, shall at any time after the execution of this Lease be taken by public or quasi-public use or condemned under eminent domain, and the remaining portion of the Premises can be repaired to be commercially fit for the operation of Tenant's business within seventy-five (75) days after the condemning authority takes possession, then Landlord at its own expense shall so repair the remaining portion of the Premises, this Lease shall remain in effect and there shall be an equitable adjustment of rent for the remainder of the term.

13.3 In the event that more than twenty (20%) percent of the Premises shall be so taken or condemned, or if less than twenty (20%) percent of the Premises is so taken or condemned but the remaining portion of the Premises cannot be repaired within said seventy-five (75) day period so as to be commercially fit for the operation of Tenants business, then at the option of Landlord or Tenant upon the giving of forty (40) days written notice (after such notice of condemnation), this Lease shall terminate as of the date the condemning authority takes possession, Rent shall be prorated as of that date, and after that date the parties hereto shall be released from all obligations hereunder except as herein stated. Except as provided in this Section, no other taking, appropriation or condemnation shall cause this Lease to be terminated. No such appropriation or condemnation proceeding shall operate as or be deemed an eviction of Tenant or a breach of Landlord's covenant of quiet enjoyment.

ARTICLE 14
ATTORNMENT AND SUBORDINATION

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

14.2 Subordination. Subject to the provisions of Article 11 “Non-Disturbance” above, this Lease is, and shall be, subordinate to the lien of any mortgage, security deed, deed of trust, or the lien resulting from any other method of financing or refinancing now or hereafter in force in connection with the Premises (collectively “Mortgages”), and to any and all advances to be made under such Mortgages, and all renewals, modifications, extensions, consolidations, and replacements thereof. The aforesaid provisions shall be self-operative, and no further instrument of subordination shall be required to evidence such subordination. Tenant covenants and agrees to execute and deliver, upon demand, such further instrument or instruments subordinating this Lease on the foregoing basis to the lien of any such Mortgages as shall be requested by Landlord and any mortgagee(s) of the Premises.

ARTICLE 15
DEFAULT AND REMEDIES

15.1 Landlord’s Default. 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 until Landlord diligently prosecutes such cure to completion, then the Tenant may, at its option, but subject to the other terms, conditions, and covenants of this Lease, 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 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.

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. All rights and remedies of Tenant under this Lease shall be cumulative and shall not be exclusive of any other rights and remedies provided to Tenant under applicable law. No delay or omission by Tenant in exercising a right or remedy shall exhaust or impair the same or constitute a waiver of, or acquiescence to, a default.

15.2 Tenant's Default. If Tenant shall fail to pay any monthly installment or item of rent on the date when the same becomes due or shall violate or fail to perform any of the other conditions, covenants, or agreements herein made by Tenant, and if such violation or failure continues for a period of thirty (30) days after written notice thereof to Tenant by Landlord, except for failure to pay Rent, which shall have a fifteen (15) business day period for cure after written notice thereof to Tenant by Landlord, and further, if Tenant shall be diligently attempting to cure such failure to perform any other conditions, covenants, or agreements, the time to cure such failure shall be extended until Tenant diligently prosecutes such cure to completion, not to exceed ninety (90) days, then Landlord may proceed with any remedy available at law or in equity in the State of Florida or by such other proceedings, including reentry and possession, as may be applicable. All rights and remedies of Landlord under this Lease shall be cumulative and shall not be exclusive of any other rights and remedies provided to Landlord under applicable law. No delay or omission by Landlord in exercising a right or remedy shall exhaust or impair the same or constitute a waiver of, or acquiescence to, a default. Tenant shall pay to Landlord on demand all reasonable costs incurred by Landlord, including attorney's fees and such costs incurred by Landlord in enforcing any of the obligations of Tenant under this Lease. Upon any default by Tenant, Tenant shall also be liable to Landlord for the expenses to which Landlord may be put in re-entering the Premises; repossessing the Premises; painting the Premises; putting the Premises in proper repair; protecting and preserving the Premises; and reletting the Premises.

ARTICLE 16
ASSIGNMENT AND SUBLETTING

16.1 Consent Required for Assignment or Sublet. Tenant shall not assign this Lease or any part thereof or sublet all or any part of the Premises without prior written consent of Landlord, which shall be at the reasonable discretion of the Landlord. Any assignment or subletting consented to by Landlord shall be evidenced in writing in a form acceptable to Landlord.

Without limiting the circumstances that would allow Landlord to reasonably withhold Landlord's consent, Landlord's consent shall not be deemed unreasonably withheld or delayed if any one or more of the following circumstances exists: (i) the proposed subtenant or assignee's financial responsibility and character is not comparable to that of Tenant at time this Lease was executed; (ii) the proposed assignee or subtenant is a current or prospective occupant of the Building or other Downtown Doral office buildings if Landlord has space available in the Building or other Downtown Doral office buildings for such current or prospective occupant: or (iii) the proposed subtenant or assignee’s proposed use would result in an increase in foot traffic, public visits, or customer flow compared to general office use. Specifically, any business operation or office use that involves a higher volume of visitors, such as a use that could result in an elevated level of public access, shall be deemed to generate high public traffic. In no event shall any sublease or assignment be made or allowed which would (x) in any way violate any exclusive use provisions granted to, or any prohibitions of certain uses agreed to by Landlord with, any other tenants or occupants of the Building; or (y) in Landlord's reasonable judgment, cause physical harm to the Building or harm to the reputation of the Building which would result in an impairment of Landlord's ability to lease space in the Building or a diminution in the rental value of space in the Building

Notwithstanding anything to the contrary contained in this Section 16.1, if Tenant desires to assign this Lease or to enter into a sublease of all or any portion of the Premises, Landlord shall have the option to terminate this Lease (in the case of a proposed assignment by Tenant) or to exclude from the Premises covered by this Lease the space proposed to be sublet by Tenant, effective as of the proposed commencement date of the proposed assignment or sublease by Tenant. Landlord may exercise said option by giving Tenant written notice within twenty (20) days after receipt by Landlord of Tenant's notice of the proposed assignment or sublease. If Landlord exercises said option, Tenant shall surrender possession of the Premises or the proposed sublease space to Landlord on the effective date of the termination of this Lease or the exclusion of said space from the Premises covered by this Lease, as applicable, and, except as otherwise provided herein, neither party hereto shall have any further rights or liabilities with respect to the Premises or said sublease space arising under this Lease, as applicable. Effective as of the date of exclusion of any portion of the Premises covered by this Lease pursuant to this paragraph, unless the sublease specifies the exact per square foot rate for the Base Rent applicable to the excluded space (in which event the Base Rent for this Lease shall be reduced by such rate multiplied by the applicable excluded square footage), (i) the Base Rent shall be reduced in the same proportion as the number of square feet of net rentable area contained in the portion of the Premises so excluded bears to the number of square feet of rentable area contained in the Premises immediately prior to such exclusion, (ii) the rentable area of the Premises shall be decreased by the number of square feet of rentable area contained in the portion of the Premises so excluded, for all purposes under this Lease, and (iii) the number of parking spaces to which Tenant is entitled shall be reduced in the same proportion as the Base Rent is reduced.

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

ARTICLE 17
NOTICE

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 confirms receipt of the email), or by a nationally recognized courier, such as FedEx, or 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:	Internal Services Department 111 N.W. First Street, Suite 2460 Miami, Florida 33128 Attention: Dawn Soper, Division Director Email: Dawn.Soper@miamidade.gov
with a copy to:	County Attorney’s Office 111 N.W. First Street, 28th Floor Miami, Florida 33128
	District 12 Commissioner’s Office 8333 NW 53rd Street, Suite 102 Doral, Florida 33166 Attention: Marcia Monserrat, Chief of Staff Email: Marcia.Monserrat@miamidade.gov
To Landlord:	Doral 8333 Office, LLC c/o Codina Partners 8333 NW 53rd Street, Suite 301 Doral, FL 33166 Attention: Adrian Morales Email: amorales@codina.com
with a copy to:	Doral 8333 Office, LLC

c/o Codina Partners
2020 Salzedo Street, 5th Floor
Coral Gables, Florida 33134
Attention: CEO

Doral 8333 Office, LLC
c/o Codina Partners
2020 Salzedo Street, 5th Floor
Coral Gables, Florida 33134
Attention: CFO

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

ARTICLE 18
SIGNAGE

18.1 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 sole cost and expense without such being altered, changed, revised, and/or modified by the Landlord once approved.

18.2 The Tenant shall be entitled to have its name displayed on any and all existing Building directories 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.

ARTICLE 19
MISCELLANEOUS

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

19.2 Attorneys' Fees. In the event of any litigation between the Parties, the prevailing Party shall be entitled to recover its costs and expenses incurred in such litigation, including reasonable attorneys' fees, at all levels, including appeals, fees, and court costs.

19.3 Right of Entry. The Landlord and its agents and representatives shall have access to the Premises, with an escort by an employee of the Tenant, at all reasonable times for the purpose of (i) inspecting and examining the condition and maintenance of the Premises; (ii) making such repairs, additions, improvements, changes or alterations, to the Premises, as Landlord may deem necessary for its safety or preservation; (iii) showing the Premises to prospective mortgagees or purchasers; (iv) exhibiting the Premises to prospective tenants during the last nine (9) months of the Term. Any such action by Landlord shall not be deemed an eviction or disturbance of Tenant, nor shall Tenant be entitled to any abatement of rent or any damages for any injury or inconvenience occasioned thereby.

19.4 Surrender of Premises. Tenant agrees to surrender to Landlord at the end of the term of this Lease, or any extension thereof, said leased Premises in as good condition as said Premises were at the beginning of the term of this Lease with all fixtures remaining, ordinary wear and tear and damage by fire, windstorm or other acts of God excepted.

19.5 Early Termination. Upon reaching the third (3^{rd}) year of the Term and thereafter, Tenant and Landlord each reserve the right to terminate this Lease, without cause, by providing one-hundred and twenty (120) days prior written notice to the other Party. For the avoidance of doubt, should either Party exercises its right to terminate the Lease as provided in this Section 19.5, the earliest either Party may notify the other Party of its election to terminate the Lease shall be one hundred and twenty (120) days prior to the end of the third (3^{rd}) lease year. Upon such early termination this Lease shall terminate as though the early termination date was the date originally fixed as the end of the Term of this Lease.

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

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

19.8 Brokers. Tenant and Landlord each hereby warrant and represent that it was not represented by a broker in connection with this Lease other than Fairchild Partners, which is representing the Landlord and will solely be paid by the Landlord per the terms of a separate agreement.

19.9 Waiver. If, under the provisions hereof, Landlord or Tenant shall institute proceedings and a compromise or settlement thereof shall be made, the same shall not constitute a waiver of any covenant herein contained nor of any of Landlord's or Tenant's rights hereunder, unless expressly stated in such settlement agreement. No waiver by Landlord or Tenant of any provision hereof shall be deemed to have been made unless expressed in writing and signed by both parties. No waiver by Landlord or Tenant of any breach of covenant, condition, or agreement herein contained shall operate as a waiver of such covenant, condition, or agreement itself, or of any subsequent breach thereof. No reentry by Landlord and no acceptance by Landlord of keys from Tenant shall be considered an acceptance of surrender of this Lease.

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

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

19.12 Estoppel Certificates. Landlord and Tenant agree, at any time and from time to time, upon not less than thirty (30) business days' prior written notice by such party, to execute, acknowledge, and deliver to the other a statement in writing:

A. Certifying that this Lease has been unmodified since its execution and is in full force and effect (or if Lease has been modified since its execution, that it is in full force and effect, as modified, and stating the modifications);
B. Stating the dates, if any, to which the rent and sums hereunder have been paid by Tenant;
C. Stating the address to which notices to Landlord or Tenant, as the case may be, should be sent. Any such statement delivered pursuant thereto shall provide that such statement

may be relied upon by Landlord or Tenant or any prospective purchaser or mortgagee or lessee or assignee of the Property, or any part hereof or estate therein.

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

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

19.15 Successors and Assigns. Except as otherwise provided herein, all covenants, conditions, agreements, and undertakings contained in this Lease shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, personal representatives, executors, successors and assigns, the same as if they were in every case named and expressed.

19.16 Intentionally Deleted.

19.17 Governing Law. This Lease and the rights and obligations of the Parties hereunder shall be construed in accordance with and be governed by the internal laws of the state of Florida, without giving effect to any principles of conflict of law. Any legal action or proceeding with respect to this agreement may be brought in the courts of Miami-Dade County, Florida or of the United States District Courts having jurisdiction over Miami-Dade County, Florida, and, by execution and delivery of this agreement, Landlord and Tenant hereby irrevocably accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of the aforesaid courts. Landlord and Tenant hereby further irrevocably waive any claim that any such courts lack jurisdiction, and agree not to plead or claim, in any legal action or proceeding with respect to this Lease brought in any of the aforesaid courts, that any such court lacks jurisdiction over the Parties.

19.18 Recording. This Lease shall not be recorded in any public records office or department by Landlord or Tenant, except for Tenant filing this Lease with the Clerk of the Board, Miami-Dade County, Florida.

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

19.20 Interpretation. This Lease, and any riders and exhibits hereto, have been mutually negotiated by Landlord and Tenant. Any ambiguities will not be interpreted in favor of either party. The captions contained herein are for convenience and reference only and will not be deemed as part of this Lease or construed in any manner limiting or amplifying the terms and provisions of this Lease to which they relate.19.21 Intentionally Deleted.

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

19.22 Survival of Obligations. The provisions of this Lease with respect to any obligation of Tenant or Landlord, including, without limitation, any indemnities of Tenant or Landlord contained in this Lease, and Tenant's covenant to pay Rent, shall specifically survive the expiration or earlier termination of this Lease. Nothing contained herein shall be deemed as a waiver of section 768.28, Florida Statutes, and Tenant’s obligations hereunder shall be subject to, and limited by, such provisions.

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

19.24 Entire Agreement. This Lease and the exhibits attached hereto set forth the entire agreement between Landlord and Tenant, and all prior promises and agreements, oral or written, between them are merged into this Lease. No amendment to this Lease shall be binding upon Landlord or Tenant unless in writing and signed by Landlord prior to submittal to the Miami-Dade Board of County Commissioners for approval if such Board approval is required to effectuate such amendment, and/or before it is signed by the County Mayor or County Mayor’s designee.

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

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[ONLY THE SIGNATURE PAGE REMAINS]

IN WITNESS WHEREOF, the 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 of County Commissioners; all on the day and year first hereinabove written.

LANDLORD

Doral 8333 Office LLC
By Codina Manager, LLC as Manager

By: ____________________________
Name: Rick Moreno
Title: Vice President

(OFFICIAL SEAL)

ATTEST:
JUAN FERNANDEZ-BARQUIN, CLERK OF THE COURT AND COMPTROLLER

By: ________________________
Deputy Clerk

TENANT

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

By: ____________________________
Daniella Levine Cava
Mayor

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

EXHIBIT A

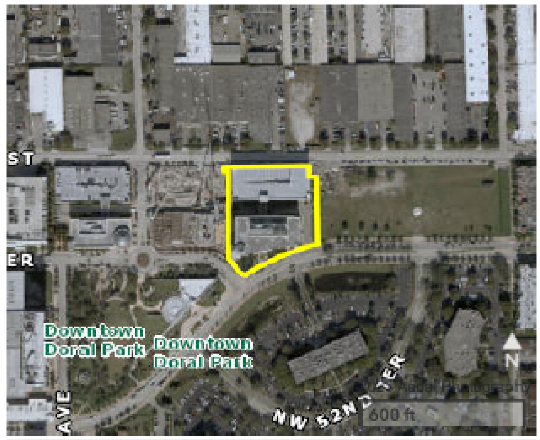
SUMMARY REPORT

OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On: 05/02/2024

PROPERTY INFORMATION	
Folio	35-3022-032-0060
Property Address	8333 NW 53 ST DORAL, FL 33166-4783
Owner	DORAL 8333 OFFICE LLC , J P MORGAN INV MGMT INC
Mailing Address	2020 SALZEDO ST 5 FLOOR CORAL GABLES, FL 33134
Primary Zone	6119 URBAN CENTER - CORE
Primary Land Use	1813 OFFICE BUILDING - MULTISTORY : OFFICE BUILDING
Beds / Baths /Half	0 / 0 / 0
Floors	5
Living Units	0
Actual Area	350,072 Sq.Ft
Living Area	350,072 Sq.Ft
Adjusted Area	346,352 Sq.Ft
Lot Size	108,053 Sq.Ft
Year Built	2010



ASSESSMENT INFORMATION			
Year	2023	2022	2021
Land Value	$5,186,544	$5,402,650	$4,997,100
Building Value	$24,381,456	$24,197,350	$23,139,500
Extra Feature Value	$0	$0	$0
Market Value	$29,568,000	$29,600,000	$28,136,600
Assessed Value	$29,568,000	$29,600,000	$28,136,600

BENEFITS INFORMATION				
Benefit	Type	2023	2022	2021

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

SHORT LEGAL DESCRIPTION
DOWNTOWN DORAL NORTHWEST
PB 169-034 T-23219
LOT 2 BLK 2
LESS BEG NW COR OF LOT 2 TH
N 89 DEG E 41.47FT S 00 DEG E

TAXABLE VALUE INFORMATION			
Year	2023	2022	2021
COUNTY			
Exemption Value	$0	$0	$0
Taxable Value	$29,568,000	$29,600,000	$28,136,600
SCHOOL BOARD			
Exemption Value	$0	$0	$0
Taxable Value	$29,568,000	$29,600,000	$28,136,600
CITY			
Exemption Value	$0	$0	$0
Taxable Value	$29,568,000	$29,600,000	$28,136,600
REGIONAL			
Exemption Value	$0	$0	$0
Taxable Value	$29,568,000	$29,600,000	$28,136,600

SALES INFORMATION			
Previous Sale	Price	OR Book-Page	Qualification Description

EXHIBIT B

INDOOR AIR QUALITY

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"

TENANT'S WORK LETTER

Tenant will construct upon the Premises the following Tenant Improvements:

- Purchase and install new data ports and other finishes, as needed
- Purchase and install cubicles, partitions and furniture
- Perform electrical and data work, as needed, to connect appliances
- Patch, repair and paint walls, as needed

Tenant is responsible for all costs associated with the Tenant Improvements. Prior to commencement of work upon Tenant Improvements, Tenant will provide to Landlord plans and/or specifications for the Tenant Improvements and notify Landlord whether the work will be conducted by a licensed general contractor or by Tenant's staff, as specified in the Lease.

SCHEDULE 1

PUNCH LIST ITEMS

Tenant acknowledges and agrees that Landlord has afforded Tenant the opportunity for full and complete examination and inspection of the Premises prior to executing the Lease and that, except as provided below, Tenant is accepting the Premises in "as-is" condition and that Landlord shall have no obligation whatsoever to furnish, render, or supply any money, work, labor, fixture, material, decoration, or equipment in order to prepare the Premises for Tenant's occupancy. Except as provided below, any and all alterations and improvements to the Premises shall be at Tenant's expense and are subject to the provisions of the Lease applicable to alterations, including, without limitation, that the plans and specifications, and the contractors and subcontractors to be used by Tenant, for any such alterations are subject to Landlord's prior written approval.

(b) Prior to or as soon as reasonably practicable following the Commencement Date, Landlord, shall perform the following work prior to delivering possession of the Premises to Tenant:

1) Adjust the mechanism(s) of the office doors within the Premises so as to ensure that all doors are opening, closing, and seating properly within the door frames.

2) Ensure that all sunshades are mounted and functioning properly.

3) Replace any missing or damaged ceiling tiles.

4) Ensure that all lighting fixtures serving the Premises and associated switches and/or dimmers are functional.

5) Re-key the door to the IT closet.

(c) Tenant acknowledges that the performance of the work by Landlord set forth in subparagraph (b) may affect Tenant's use and occupancy of the Premises during the period of such work, and that access to the Premises and work by Landlord and its contractors shall not constitute an actual or constructive eviction of Tenant, in whole or in part, nor shall it entitle Tenant to any abatement or diminution of rent or relieve Tenant from any obligation under the Lease.