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

MEMORANDUM

Amended
Agenda Item No. 8(F)(3)

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

DATE: June 4, 2024

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving, subject to budget and appropriation, a Contract for Sale and Purchase between Hoffman Flagler, LLC, a Florida Limited Liability Company, as Seller, and Miami-Dade County, as Buyer, for an approximate 625,000± square foot office property and surface parking lots on 26± acres of land located at 9250 W. Flagler Street, Unincorporated Miami-Dade County Florida, in the amount of $182,000,000.00 and authorizing the expenditure of up to $1,000,000.00 for due diligence and closing costs subject to certain existing licenses and leases and subject to this Board's approval and issuance of financing; subject to budget and appropriation, authorizing the County Mayor to execute the Contract for Sale and Purchase, exercise all rights conferred therein and in the licenses and leases on the property, to accept conveyance of Property by General Warranty Deed, and take all actions necessary to effectuate said purchase and conveyance of the Property

Resolution No. R-489-24

The accompanying resolution was prepared by the Internal Services Department and placed on the agenda at the request of Prime Sponsor Vice Chairman Anthony Rodriguez.

Geri Bonzon-Keenan
County Attorney

GBK/ks

Memorandum

Date: June 4, 2024

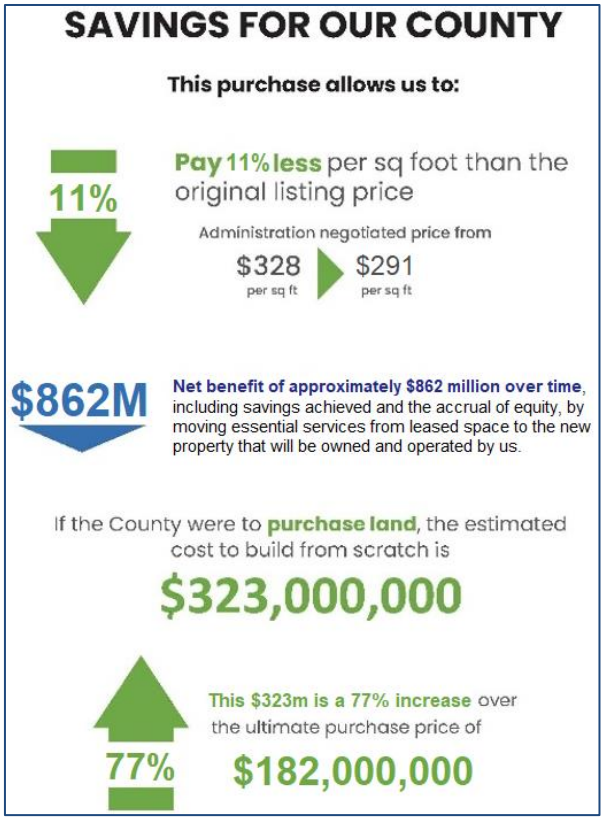
To: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor

Subject: Resolution Approving A Contract for Sale and Purchase Between Hoffman Flagler, LLC, a Florida Limited Liability Company, as Seller, and Miami-Dade County, as Buyer, for property located at 9250 W. Flagler Street (and adjacent parking), Unincorporated Miami-Dade County, Folios 30-4004-024-0010 and 30-4004-000-0282

Executive Summary

This item seeks the approval of a contract for the sale and purchase between Hoffman Flagler, LLC, a Florida Limited Liability Company (Seller), and Miami-Dade County (County), acting as the Buyer, for the property situated at 9250 W. Flagler Street, along with the adjacent parking area, within unincorporated Miami-Dade County, further identified by Folios 30-4004-024-0010 and 30-4004-000-0282, (Property). This Property spans approximately 26± acres, with the building being 625,000± gross square feet, or 467,000± rentable square feet.



This acquisition represents an excellent value proposition and offers a unique opportunity to acquire property in an extremely competitive real estate market that will allow the County to better serve residents in an underserved, fast-growing region, while streamlining both operations and services and allowing for other potential uses including the development of housing.

This acquisition was previously contemplated at a purchase price of $205,000,000, for which an item was placed on an agenda for the Board of County Commissioners (Board) for its meeting on December 12, 2023. That item was deferred with the expectation the County would further negotiate the financial terms. Following extensive negotiations, the County is receiving the best possible value, with a purchase price of $182,000,000, or $23,000,000 less than the seller's initial price of $205,000,000, and $9,000,000 below the average of two appraisals. The $23,000,000 reduction from the original contemplated purchase price equates to 11% less per square foot than the original listing price, and 77% less than the cost to build the same facility from scratch.

The Property offers ample space to co-locate multiple departments – including the Department of Regulatory and Economic Resources (RER), Water and Sewer Department (WASD), Department of Solid Waste Management (DSWM), Clerk of the Court and Comptroller (COCC), Information Technology Department (ITD), and Office of Property Appraiser (OPA) – and to establish the proposed West Dade Government Center, streamlining both operations and services to create efficiencies for government and greater convenience and access for residents; and provides needed flexibility to utilize the space for construction of housing or other commercial purposes.

It's extremely challenging to identify an asset of this size and competitive market value in South Florida's fast-growing real estate market, let alone one that is centrally located and in good condition. Acquiring this property will give the County needed flexibility to consolidate operations and services, while strengthening its financial foundation by offering significant savings and equity. The proposal includes an estimated savings of approximately $862 million to the County – savings gained from moving essential spaces from leased space to County-owned space, along with the accrual of equity. Finally, the potential of the site for development of housing presents another opportunity to maximize value and support the County's goals of expanding access to housing people can afford.

Thanks to the efforts of the County's negotiating team and Vice Chairman Anthony Rodriguez, the recommended purchase price was brought down by $23 million – 11% less per square foot than the listing price. The competitive price, along with the substantial financial savings and community benefits outlined below, support a compelling argument for this purchase.

Key Points Related to Purchase Price

- The County is one of the most competitive real estate markets in the nation. Based on data from CoStar Capital Markets Report, over the past twelve months office building sales in the County posted an average price of $386 per square foot, with the majority of market sales fluctuating between $300 and $600 per square foot.
- The initial asking price for 9250 West Flagler Street was $328 per square foot, aligning with sale prices countywide.
- Negotiations reduced the purchase price by $23,000,000, equal to $182,000,000 or just $291 per square foot.
- Two independent appraisals, as required by Florida Statutes, validated the purchase price.
- Most recently, Lennar Homes, LLC (Lennar) purchased the property at 5505 Blue Lagoon Drive to serve as its corporate headquarters for a total of $68 million, or $318 per square foot. The 5505 Blue Lagoon Drive property is described as 9 stories with 213,182 square feet of office space plus parking on a 9.7-acre site. Unlike the property recently purchased by Lennar, the 9250 West Flagler property includes a 625,000 square feet office complex large enough to house County services and 25.9 acres of land that the County can seek to repurpose for housing, government services, or other essential services to the community.
- The recommended purchase price is below the range of values identified in the market on a price-per-square-foot basis, whether looking at recent activity for all properties, or longer-term trends for unique, larger properties.
- The financial plan includes an estimated savings of approximately $862 million to the County to own versus lease over time, by moving essential services from leased space to the new property that will be owned and operated by the County based on the renegotiated purchase price of $182,000,000. This includes savings achieved and the accrual of equity.
- The total project costs, including acquisition, closing, and capital expenses, are well below the estimated cost for the County to construct a similar facility.
- This unique opportunity to purchase an asset in good condition within a central location that will support the growing and diverse needs of the County is rare. To date, no comparable options have been identified. Additionally, there is a limited supply of larger suitable sites that meet the growing needs of the County.

How the Community will Benefit

- The acquisition of the Property will allow for the relocation and consolidation of multiple County departments' internal and customer-facing permitting and land development activities to a centralized location, create greater accessibility to the public residing in all areas of the County, and reduce the County's need to lease space for its critical operations from private landlords to assure continuity of service and certainty of financial obligations on behalf of the public.
- The consolidation will include the Permitting and Inspections Center (PIC), which encompasses 106,990 square feet and houses a number of permitting operations from the departments of RER, WASD, Miami-Dade Fire Rescue Department (MDFR) and the Florida Department of Health (DOH), with a current lease set to expire on December 12, 2025. The County has exhausted its resources in search of a location that would suit the needs of the operations currently housed at the PIC and afford the colocation of all other RER operations currently spread across three other locations.
- The approval of this purchase will enable the County to combine key customer-facing services, including services across RER, WASD, DSWM, COCC, ITD, and OPA. These services are currently spread across the County or in some cases only available downtown. Our residents and small business owners will benefit by centralizing services in one of the fastest growing communities in our region.
- Enhanced convenience of having our regulatory and development services under one roof has been a long-time goal supported by recent Resolution No. R-653-23. The centralization of permitting and other services offered by RER, WASD, DSWM, COCC, ITD and OPA enable vast improvements in our government operations that over time will reduce costs.
- Additional land provides for future growth opportunities, such as the option of building housing and mixed-use development subject to future zoning approvals and adding new government services as the County continues to grow and expand.
- A significant benefit of this Property is the ample parking and access to public transportation.

Recommendation

It is recommended that the Board approve, subject to budget and appropriation of the necessary funds, the attached resolution, which accomplishes the following:

1. Authorizes the acquisition of the Property including an existing 625,000± square foot office building on 26± acres of land at 9250 W. Flagler Street and adjacent parking, Unincorporated Miami-Dade County (Folio Numbers 30-4004-024-0010 and 30-4004-000-0282) for the purpose of creating a West Dade Government Center, subject to certain existing, unexpired leases and licenses on the Property as detailed below; and
2. Approves a Contract for Sale and Purchase (Contract) Between Hoffman Flagler, LLC, a Florida Limited Liability Company, as Seller, and the County, as Buyer, in the amount of $182,000,000 (Exhibit 1 to the Resolution) for the Property plus up to $1,000,000 in due diligence and closing costs, for a total acquisition cost up to $183,000,000, the closing of such Contract being contingent upon this Board's separate approval and the subsequent issuance of Capital Asset Acquisition Special Obligation Bond Funds (Bonds) sufficient to fund the Acquisition Cost and Additional Estimated Costs including retrofit, build-out and relocation; and
3. Authorizes the Mayor or Mayor's designee to execute the Contract, exercise all rights conferred therein and all rights conferred in the leases and licenses on the Property, accept the conveyance of the Property by General Warranty Deed (Exhibit 2 to the Resolution),

record the instrument of conveyance in the public records of the County, and take all other actions necessary to effectuate said purchase of the Property.

Scope

The Property is located in Commission District 10, which is represented by Vice Chairman Anthony Rodriguez, and Commission District 6, which is represented by Commissioner Kevin M. Cabrera. However, the scope of this item is countywide in nature.

Fiscal Impact/Funding Source

The fiscal impact of the acquisition and improvement of the Property for County purposes includes the initial Acquisition Costs ($182,000,000 purchase price plus up to $1,000,000 in closing and due diligence) and additional costs of up to $73,125,000 for capital expenses to the Property including but not limited to retrofit and build-out and the construction of a vertical parking garage of approximately 500 or more spaces (Additional Project Costs) for a total project cost of $256,125,000 (Total Project Cost). Contracts for the Additional Project Costs will be presented to this Board, as needed and in accordance with existing Board policies, for its approval. A summary of these costs is provided below:

Acquisition Cost		
Purchase Price	$	182,000,000
Closing & Due Diligence (Estimate)	$	1,000,000
Total Acquisition Cost	**$**	**183,000,000**
Plus: Estimate of Additional Costs		
Retrofit & Build-Out	$	35,000,000
Parking	$	21,875,000
Relocation Costs	$	6,250,000
Repairs / Contingency	$	10,000,000
Sub-Total Additional Costs	$	73,125,000
Total Estimated Project Cost	**$**	**256,125,000**

The Total Project Costs will be funded from Capital Asset Acquisition Special Obligation Bond Funds for which approval will be sought from this Board immediately after this item. The adopted budget includes a capital program (#20000002875) related to this project but additional appropriation authority is necessary. An item for the financing through the use of the bonds and to amend the fiscal year 2023-24 County budget is also being brought forward to the Board immediately following this item. The approval of this Contract is subject to and contingent on the budgetary amendment and the Contract also has provisions that this transaction will not move forward in the event such bond funding is not approved or timely issued.

The repayment for the bonds will be made on a pro-rata basis for the stakeholders intended to occupy the facility, anticipated as follows, however subject to refinement as the stakeholder planning and coordination advances.

Initial Allocation of Total Project Costs by Stakeholder

Department	Estimated Percent of Space	Pro-Rata Allocation of Acquisition Costs (Purchase + Closing)	Pro-Rata Allocation of Additional Project Costs	Pro-Rata Allocation of Total Project Cost
RER	51.17%	$93,639,460	$37,417,409	$131,056,866
WASD	19.11%	34,967,883	13,972,822	48,940,706
OPA	13.76%	25,183,411	10,063,043	35,246,454
DSWM	11.30%	20,685,492	8,265,719	28,951,211
COCC	2.10%	3,840,528	1,534,637	5,375,165
MDFR - PIC	0.89%	1,621,146	647,794	2,268,941
ITD - PIC	0.87%	1,594,507	637,149	2,231,656
DOH - PIC	0.44%	799,996	319,670	1,119,666
WASD - PIC	0.36%	667,577	266,757	934,335
Total	100.00%	183,000,000	73,125,000	256,125,000

Stakeholder Key

Departmental key for allocation of Total Project Costs include:

- RER (Department of Regulatory and Economic Resources);
- WASD (Water and Sewer Department);
- OPA (Office of Property Appraiser);
- DSWM (Department of Solid Waste Management);
- COCC (Clerk of Courts and Comptroller);
- ITD (Information Technology Department) to maintain field operations for the building;
- Tenants / providers under RER purview at the existing West Dade Permitting and Inspection Center (PIC) which will be relocated to this new facility including DOH (Department of Health); MDFR (Miami-Dade Fire Rescue); and WASD operation currently operating out of the PIC.

In accordance with the requirements in Section 125.355, Florida Statutes, two independent appraisals were procured by the County to determine the market value of the Property. The Property is unique in that it was originally developed as a single-tenant, corporate headquarters campus and used by Florida Power & Light Co. (FPL) but was repositioned to serve multi-tenant use after FPL vacated the building. Although other appraisal scenarios were explored that yielded lower values, the appraisers opined that the property can serve a single-tenant user (such as the County), as well as a multi-tenant purpose. For this purchase, the actual use by the County of the Property will be as a single-tenant user, which constitutes the highest and best use of the Property. Both appraisers who hold a Member of the Appraisal Institute (MAI) designation, the highest accreditation offered by the Appraisal Institute, have opined that the purchase price of $182,000,000 is a supportable and an appropriate estimate of market value for the County's intended use. The market value appraisals are summarized below:

Market Value Appraisal Summaries

	As If Stabilized (Value to County as a Single Tenant)
Appraiser 1, 5/22/2023	$188,000,000
Appraiser 2, 5/22/2023	$194,000,000
Average Market Value	$191,000,000

The price is additionally supportable in consideration of both a) the financial cost benefit to the County to own versus lease (estimated at $861,781,851), and b) the alternative cost to construct a similar facility from the ground up.

As to the financial cost benefit, the County is anticipated to realize actual savings in owning versus leasing, as well as gaining equity in its real estate investment. If the County were to lease the 625,000 square feet of space over a 30-year period, the cost would approximate $832,569,775 (excluding operating expenses). This compares to ownership costs of $520,653,209 (including $499,838,964 in debt service for the acquisition plus up-front costs, plus $20,814,244 in additional capital expenses over the next 30 years). Additionally, the County will own the property at the completion of its debt service payments, with an estimated future value of $549,865,285 at the end of the 30-year payment period. The dollar savings in owning versus leasing is $311,916,566. Adding the equity of $549,865,285 produces an own versus lease benefit of $861,781,851. This benefit is shown in the "Financial Cost Benefit No.1" table on the following page.

Additionally, the Acquisition Cost and Total Project Costs are well below the estimated cost for the County to construct a similar facility. At 625,000± gross square feet, the Property has the critical mass needed to fully consolidate the permitting and land development services across multiple departments and streamline the front-facing public opportunities. The estimated construction and land acquisition cost for a similar facility to support all County departments has been estimated by staff at approximately $323,125,000, which is $67,000,000 more than the Total Project Cost and $141,125,000 more than the Acquisition Cost. This calculation is also shown on "Financial Cost Benefit No. 2" on Page 7.

In addition to the outlined financial benefits, the colocation of County departments will offer a series of operational and qualitative advantages not included in the appraisal of the property. The centralization of County services creates operational efficiencies by reducing costs for maintenance, insurance, utilities, and security. The location of the Property also includes easy access to public transportation, improving overall accessibility and convenience for County residents. The purchase of this Property also provides for a potential opportunity to add affordable, multi-family housing to the excess land on the parent tract under House Bill 102, subject to removing an existing covenant through a public hearing. The value of these added benefits is not easily quantifiable but will provide immediate and future opportunities for the County as a whole.

Financial Cost Benefit No.1
Baseline Own versus Lease Analysis

Estimated 30-Year Lease Costs	$ 832,569,775
County Value at End of 30 Years	Zero
Vs Acquisition & Ownership Costs	
Debt Service (Total Project Costs, 30 Years, 5%)	$ 499,838,964
Estimated 30-year Capital Expenses	$ 20,814,245
	$ 520,653,209
Own vs. Lease Savings	$ 311,916,566
Plus: Forecast Property Value at End of 30 Years	$ 549,865,285
Total Own vs. Lease Benefit	$ 861,781,851

Notes:

- Ownership costs assume 5.0 percent interest over 30 years for the total project costs of $256,125,000, plus capital expense reserves of 2.5 percent in the first year, grown by 3.0 percent per year
- Lease costs assume 625,000 Sq. Ft. net leased at $28/Sq. Ft. in Year 1, grown by 3.0% per year thereafter.
- Numbers are intended to represent a baseline and exclude operating costs, which would be generally consistent between the scenarios.
- Numbers also exclude the value of approximately 309,000 square feet which the County will get back as departments vacate existing facilities, which can be repurposed for other uses.

Financial Cost Benefit No.2
Acquisition Cost vs. Cost to Construct New Facility

Building Gross Sq. Ft.	625,000±		
Land Cost (26 Acres)	$20,000,000	$/Sq. Ft. Bldg.	% of Total
Plus: Construction			
Hard Costs	$218,750,000	$350	72.2%
Soft Costs	$43,750,000	$70	14.4%
Furniture, fixtures, and equipment	$40,625,000	$65	13.4%
Total Construction	$303,125,000	$485	100%
Total Land and Construction	$323,125,000		
Comparators			
New Facility Cost vs. Acquisition Cost Estimate	$323,125,000 vs. $182,000,000, or $141,125,000 More to Construct		
New Facility Costs vs. Total Project Cost Estimate	$323,125,000 vs. $256,125,000, or $67,000,000 More to Construct		

Track Record/Monitoring
The Internal Services Department (ISD) will be responsible for managing the purchase and operations of this property and will also serve as the project monitor, under the purview of Dawn Soper, Division Director 2, within the ISD.

Delegation of Authority
Authorizes the County Mayor or County Mayor's designee to execute the Contract, to exercise all other rights conferred therein, including in the rights in certain of the leases and licenses currently existing on the Property that will continue to be in place following the acquisition, the right of termination, the right to pursue breach or non-compliance, to accept the Warranty Deed for the Property, and to take all actions necessary to effectuate the purchase and conveyance of the Property.

Background
The Property formerly served as a corporate headquarters for FPL, however, it was sold to the current owner who has updated and converted parts of the space to serve multi-tenant use. As of the anticipated closing date of August 23, 2024, the Property will continue to be subject to three pre-existing leases and licenses as follows (the Remaining Occupants): (1) Florida Power & Light Co. (Lease, Suite 502, 7,812 square feet), (2) T-Mobile South, LLC (License, Roof 1) and (3) Verizon Wireless (License, Roof 2), all which are included in Exhibit 1 to the Resolution.

The building, at approximately 625,000± gross square feet and 467,000± square feet of rentable area provides the critical mass for the County to relocate multiple departments to the Property to serve as the West Dade Government Center. ISD is seeking to purchase the Property on behalf of several County Departments (RER, WASD, DSWM, COCC, and OPA) to address the needs for real estate office space for both internal operations and front-facing customer services. Additionally, the County is currently pursuing the redevelopment of its own properties within the downtown Government Center, otherwise known as the MetroCenter, after significant public engagement. The County has issued a Request for Proposal (RFP), currently under the Cone of Silence, that will focus on leveraging the public assets for financial and social purpose, including the creation of more affordable, workforce and market rate housing, an intermodal transit center as well as new cultural and recreational spaces.

The possibilities surrounding 9250 West Flagler Street are extensive and significant. The purchasing of this Property further demonstrates that the County prioritizes accessible and quality service to its residents while facilitating and responding to growth. With 25.9 acres of land, the Property can potentially accommodate affordable and workforce housing, government services, or other essential services to the community. The consolidation of multiple County departments offering regulatory and development services under one roof invites a host of benefits to County residents. Along with the convenience of creating a one-stop shop for the public, this will also save an estimated $861,781,851 to the County in owning versus leasing over time.

The co-location of the County offices at the new West Dade location for the operational reasons below, in addition to consolidating County offices at its downtown complex to allow for these additional public benefits to occur, allow for the establishment of a West Dade Government Center at 9250 W. Flagler.

RER
- New facility consolidates land development operations for enhanced convenience.
- Consolidates land development operations spread across various County locations.

- Current operations at West Dade shop (PIC):
    - Houses agencies dealing with building permits and certificates of use.
    - Includes RER's Construction, Permitting, and Building Code Division.
    - Involves services like construction trade, environmental assessments, zoning approvals, and more.
    - Also hosts DOH's septic tank program reviews and Fire Rescue's new construction assessments.
    - Houses ancillary functions related to product control, building-trade contractor licensing, and code enforcement.
- Aligns with Resolution No. R-653-23, promoting streamlined access to land development approvals.

OPA

- The office serves over 35,000 property owners annually, offering various services such as Property Tax Exemption applications, Agricultural applications, Tangible Personal Property returns, and property value inquiries.
- Currently, OPA operates offices at the Stephen P. Clark Government Center (SPCC) in Downtown Miami and the South Dade Government Center in Cutler Bay.
- The proposed new location at 9250 W. Flagler Street enhances accessibility for West Dade residents.
- Establishing a third West Dade location accommodates a sizable local population.
- This new location offers free parking, enhancing overall customer satisfaction.

COCC

- The Value Adjustment Board (VAB) processes 60,000 petitions annually for Property Tax-related matters at the SPCC.
- VAB shares space with OPA, which is expected to move to the new facility, ensuring convenience.
- Code Enforcement (CE) handles 5,000 civil violation appeals at the SPCC with hearings at various locations.
- Moving CE to the new facility centralizes operations and minimizes staff travel.
- It benefits code enforcement departments and offers easier access for West Dade residents.

WASD

- Relocate new business front-facing customer services to co-locate with sister county agencies.
- Centralizing New Business operations at the new facility streamlines processes and reduces travel, improving the County's overall efficiency.
- Moving to a new facility may present opportunities to streamline processes and create efficiencies. This can lead to improved services, reduced costs, and more effective use of resources.
- By optimizing service delivery and centralizing operations, WASD contributes to the County's mission to provide more accessible and efficient services to the community.
- This strategic decision aligns with the County's commitment, ensuring that residents have convenient access to essential services.
- Creating new efficiencies in the land development process.

DSWM

- The Solid Waste Permit for a Resource Recovery and Management Facility is used to maintain a continuous compliance and enforcement process that assists facilities in complying with local and state regulations.
- Ensuring continuous compliance through the permit process contributes to a more streamlined and effective waste management system, furthering the County's strategic goals.
- This approach fosters cooperation between facilities and regulatory authorities, promoting equitable and responsible waste management practices in accordance with County regulations.
- These efforts reflect the County's commitment to the Environment and its responsibility in safeguarding the well-being of its residents and the surrounding ecosystem.

Additional Considerations

Consistent with standard practice, the County retains rights within the Contract to protect its interests through appropriate due diligence including title, environmental, inspections for the condition of the building and lands, and assurance that current construction activities are completed and the County is fully indemnified. Should any conditions be identified which pose risk or cost to the County which have not been disclosed, the County will have the right to terminate the Contract, or extend the closing to allow the Seller to address same. Additionally, the purchase of the Property as previously established herein is contingent upon financing to be approved by the Board through a separate ordinance and the actual issuance of said financing.

According to Section 33-208(1) of Article XVIII of Chapter 33 of the Code of Miami-Dade County, the proposed business use is a permitted use within the BU-1 zone. Therefore, pursuant to Section 33.303 (b) of the Code of Miami-Dade County, approval of a Governmental Facility Hearing by the Board of County Commissioners is not required. The future construction of housing or alternative uses can be readily pursued through a zoning hearing.

The owner has advised that no tenants are being displaced and that tenants will not experience a hardship due to the County’s purchase and intended use. As such, given the County’s need to fully occupy the space, it has been required as a condition of closing that all but one office tenant and two rooftop tenants vacate the building and will have no claim against the County for any lease matters. Additionally, the remaining occupants in place have agreed to vacate per their lease terms and without exercising renewal options.

Carladenise Edwards
Chief Administrative Officer

MEMORANDUM
(Revised)

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

DATE: June 4, 2024

FROM: Geri Bonzon-Keenan
County Attorney

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

Please note any items checked.

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

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

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

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

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Statement of social equity required**

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

_____ **No committee review**

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

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

Approved _____ Mayor
Veto _____
Override _____

Amended
Agenda Item No. 8(F)(3)
6-4-24

RESOLUTION NO. **R-489-24**

RESOLUTION APPROVING, SUBJECT TO BUDGET AND APPROPRIATION, A CONTRACT FOR SALE AND PURCHASE BETWEEN HOFFMAN FLAGLER, LLC, A FLORIDA LIMITED LIABILITY COMPANY, AS SELLER, AND MIAMI-DADE COUNTY, AS BUYER, FOR AN APPROXIMATE 625,000± SQUARE FOOT OFFICE PROPERTY AND SURFACE PARKING LOTS ON 26± ACRES OF LAND LOCATED AT 9250 W. FLAGLER STREET, UNINCORPORATED MIAMI-DADE COUNTY FLORIDA, IN THE AMOUNT OF $182,000,000.00 AND AUTHORIZING THE EXPENDITURE OF UP TO $1,000,000.00 FOR DUE DILIGENCE AND CLOSING COSTS SUBJECT TO CERTAIN EXISTING LICENSES AND LEASES AND SUBJECT TO THIS BOARD'S APPROVAL AND ISSUANCE OF FINANCING; SUBJECT TO BUDGET AND APPROPRIATION, AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE CONTRACT FOR SALE AND PURCHASE, EXERCISE ALL RIGHTS CONFERRED THEREIN AND IN THE LICENSES AND LEASES ON THE PROPERTY, TO ACCEPT CONVEYANCE OF PROPERTY BY GENERAL WARRANTY DEED, AND TAKE ALL ACTIONS NECESSARY TO EFFECTUATE SAID PURCHASE AND CONVEYANCE OF THE PROPERTY

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

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

Section 1. The foregoing recital is incorporated into this resolution and is approved.

Section 2. This Board hereby approves, subject to the satisfaction of the Condition Precedent set forth in section 4 herein, the Contract for Sale and Purchase between HOFFMAN FLAGLER, LLC, a Florida Limited Liability Company, as Seller, and the County, as Buyer, of an existing 625,000± square foot office building and surface parking on approximately 26± acres of

land, located at 9250 W. Flagler Street, Unincorporated Miami-Dade County, Florida, identified by Folio Numbers 30-4004-024-0010 and 30-4004-000-0282 (the "Property"), subject to certain existing licenses and leases with existing occupants and in substantially the form attached hereto as Exhibit 1 to the Resolution (the "Contract"), in the amount of $182,000,000.00, an additional expenditure of up to $1,000,000.00 for due diligence and closing costs, which acquisition is subject to this Board's approval and the issuance of financing in an amount not less than $256,125,000.00 to cover the costs of acquisition and improvements to the Property. The Property is currently occupied by the following four tenants and licensees ("Existing Occupants"), three of which will remain in place following the closing of the acquisition to include (i) Florida Power & Light Co. (Lease, Suite 502, 7,812 square feet), (ii) T-Mobile South, LLC (License, Roof 1), and (iii) Verizon Wireless (License, Roof 2), all identified as Exhibits "I – K" to the Contract and one which will expire and vacate on May 31, 2024 prior to closing (Simply Healthcare Plans Inc., Lease, 107,714 square feet, 6th floor), identified as Exhibit 3 to the Resolution.

Section 3. Subject to the satisfaction of the Condition Precedent set forth in section 4 herein, this Board authorizes the County Mayor or the County Mayor's designee to execute the Contract on behalf of Miami-Dade County, to exercise any and all rights conferred therein and in the contracts with the Existing Occupants, including but not limited to, the rights of termination and to pursue breach or non-compliance, to accept the conveyance of the Property by Warranty Deed substantially in the form attached hereto as Exhibit 2 to the Resolution, and to take all actions necessary to effectuate the purchase and conveyance of the Property.

Section 4. The approval by the Board of an amendment to the fiscal year 2023-2024 County budget to budget and appropriate the funds necessary for the acquisition and improvement of the Property is an express and necessary condition precedent to this Board's approval of the Contract and the execution thereof by the County Mayor or Mayor's designee ("Condition Precedent").

Section 5. Pursuant to Resolution No. R-974-09, the Board directs the County Mayor or the County Mayor's designee to record the instrument of conveyance evidencing the transfer of title to the County in the Public Records of Miami-Dade County, Florida and to provide a recorded copy of the instrument to the Clerk of the Board within the 30 days of execution of said instrument; and directs the Clerk of the Board to attach and permanently store a recorded copy together with this Resolution.

Section 6. This Board directs the County Mayor or County Mayor's designee to immediately, upon the effective date of this item, commence all administrative planning processes and the processing of any applications for the necessary zoning, land use, and other development approvals necessary to allow the Property to be used and developed in part with affordable and work force housing and to expedite the presentations to this Board of all such items needing Board approval including the release of the zoning covenant. The process shall also include a housing market analysis to determine the most appropriate household sizes, incomes, rental rates, and housing types to serve current Miami-Dade County employees and persons with housing vouchers; an analysis of land use zoning and platting requirements; the potential use of subsidies for the affordable housing from both the public and private sectors; and an analysis on a reservation or identification of a location on the Property for right-of-way for a station for the Flagler Metromover extension.

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

Oliver G. Gilbert, III, Chairman	**absent**		
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 this resolution duly passed and adopted this 4th 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.

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. MRP

Debra Herman
Monica Rizo Perez

CONTRACT FOR PURCHASE AND SALE

Project: 9250 W. Flagler Street and Overflow Parking
Folio Nos.: 30-4004-024-0010 and 30-4004-000-0282

This Contract for Purchase and Sale ("**Contract**") is entered into as of the _____ day of_____, 20___ (by and among **MIAMI-DADE COUNTY, a Political Subdivision of the State of Florida**, and successors in interest ("**Buyer**"), whose Post Office Address is 111 N.W. 1st Street, Suite 2460, Miami, Florida 33128, and **HOFFMAN FLAGLER LLC, a Florida Limited Liability Company**, ("**Seller**") whose address is 9250 West Flagler Street, Miami, Florida 33174.

WITNESSETH, that for and in consideration of the mutual covenants contained herein, the Buyer and Seller agree as follows:

1. REALTY. Seller agrees to sell to Buyer, and its successors in interest, and Buyer agrees to purchase from Seller certain parcels of real property, located in Miami-Dade County, Florida, identified by the Folio Nos. set forth above and as legally and more specifically described in **Exhibit "A"** attached hereto and incorporated herein by this reference together with all tenements, hereditaments, privileges, servitudes, rights of reverter, and other rights appurtenant to said real property, if any, and all buildings, fixtures, and other improvements thereon, all fill and top soil thereon, if any, all oil, gas and mineral rights possessed by Seller, if any, and all right, title and interest of Seller in and to any and all streets, roads, highways, easements, drainage rights, or rights-of-way, appurtenant to the real property, if any, and all right, title and interest of Seller in and to any and all covenants, restrictions, agreements and riparian rights as same may apply to and benefit the (collectively, the "**Real Property**"), if any, and personal property as described in **Exhibit "B**" ("**Personal Property**").

2. PURCHASE PRICE. Buyer agrees to pay a purchase price for the Real Property of $182,000,000.00 (One Hundred Eighty-Two Million and 00/100 Dollars) (the "**Purchase Price**"), by wire transfer of U.S. funds. The Purchase Price is predicated on a combined gross building area of 625,000 square feet plus land of 1,131,908± square feet or 25.99 acres, more or less, exclusive of any dedicated rights-of-way located thereon. In the event the gross building area or land acreage is determined to be materially less than the gross building area or land acreage set forth in the immediately preceding sentence, then the Purchase Price shall be reduced by an amount equal to $750,000 per acre (or proportionate amount for any partial acre) of land acreage reduction from the land acreage set forth in the preceding sentence and by an amount equal to $291 per square foot of reduction in building square footage. For purposes of the preceding sentence, "materially less" shall mean the actual gross building area or land acreage deviates by more than five percent (5%) of gross building area or land acreage set forth herein. For the avoidance of doubt, there will be no Purchase Price reduction in the event that the actual gross building area or land acreage deviates from the amounts set forth in this Section by less than five percent (5%) nor purchase price increase if the gross building area or land acreage exceeds the amounts set forth herein. The Purchase Price to be paid at Closing shall be subject to further adjustments and prorations provided for in this Contract and, unless this Contract is terminated earlier as otherwise permitted, will be paid at Closing and is contingent upon Seller's transfer of the Real Property free and clear of any and all liens, encumbrances, or other interest as further provided herein.

3. INTEREST CONVEYED. Seller is the record owner of the fee simple title to the Real Property and agrees to convey good, marketable and insurable title by General Warranty Deed, free and clear of all liens, encumbrances, or other interests, and in substantially the form of **Exhibit "C"** attached hereto and made a part hereof ("**General Warranty Deed**"). Notwithstanding the foregoing, if Seller is unable, at closing, to convey to the Buyer such title as stated in this paragraph, the Buyer's sole remedy shall be to terminate this Contract.

4. AD VALOREM TAXES. Buyer, a political subdivision of the State of Florida, is exempt from payment of ad valorem taxes. Therefore, it shall be Seller's responsibility to comply with Section 196.295, Florida Statutes by placing the appropriate amount of pro rata taxes to the day of Closing and any delinquent taxes in escrow with the Miami-Dade County Tax Collector in accordance with the terms of Section 196.295, Florida Statutes. If the Seller has prepaid taxes for the year of Closing or any year thereafter, Seller shall receive a credit from Buyer at Closing in the prorated amount due for the period of the Buyer's ownership of the Property.

5. TITLE INSURANCE. Seller has provided Buyer a Title Commitment issued to Seller by Fidelity National Title Insurance Company through Infinity Land Services, Commitment #11282652, ILFL13645, having an effective date of July 17, 2023 (the "**Seller's Title Commitment**") attached hereto as **Exhibit "D"** together with copies of the exceptions to title referenced therein (the "**Seller's Title Documents**"). Within ten (10) days of the Effective Date, Buyer may, at Buyer's sole expense, order a new title insurance commitment (ALTA Form 2006) in Buyer's name ("**Buyer's Title Commitment**") from any title insurance company licensed by the State of Florida ("**Title Company**") for the full Purchase Price of $182,000,000.00. Buyer's Title Commitment shall be required to show a good, marketable and insurable title to the Real Property in the Seller's name. Buyer's policy shall be required to insure title to the Property during the "gap" period between Closing and recording of the General Warranty Deed. Buyer shall have the right to update the Buyer's Title Commitment from time to time at any time prior to Closing, as may be required by Title Company or at Buyer's sole election, to monitor the Property for potential additional Title Defects between the effective date of the Buyer's Title Commitment and Closing. In the event that (i) the Title Company is unwilling or unable to insure the Property for the full Purchase Price, or (ii) the Title Commitment (or any update thereto) shows title to the Property to be unmarketable or uninsurable and the Seller fails to correct such Title Defects after notice and a 30-day opportunity to cure, then Buyer may, at its option, terminate this Contract by providing written notice of same to Seller within ten days of notice of such refusal by the proposed insurer or by the Seller to cure such Title Defects, except that Buyer may waive any defects by written notice and proceed with closing at Buyer's option.

(i) Seller agrees to provide all affidavits and other documents as are reasonably required by the Title Company in order to proceed with the Closing or to comply with Title Company requirements, including but not limited to any and all Schedule B-I requirements (Requirements) in Buyer's Title Commitment and any updates thereto in addition to Schedule B-II item in the Title Commitment.

(ii) Buyer shall have ten (10) business days from receipt of Title Commitment and any updates thereto to inspect said title documents and report defects ("**Title Defects**"), if any, in writing to the Seller. Should the Buyer's Title Commitment or updates thereto identify Title Defects impacting marketability and insurability of title including Schedule B-I requirements or

B-II exceptions, Buyer may provide objections, in writing, to the Seller. Any objections based on Title Defects must be given to Seller (with a copy simultaneously delivered to Seller's attorney), together with a copy of the Buyer's Title Commitment or update thereto within ten (10) business days after Buyer's receipt thereof and before the Closing. (For avoidance of doubt, Buyer shall also have the right of objection for Title Defects reflected by a Survey for the Property, if obtained by Buyer, based upon the terms established in Section 7 herein, "Survey"). Seller shall have a period of five (5) business days from receipt of notice from Buyer of Title Defects to notify Buyer whether or not Seller elects to cure such Title Defects. If Seller fails to timely respond or declines to cure any such Title Defects, Buyer may either elect- in writing to be delivered within thirty (30) days thereafter- to accept the Property subject to such Title Defects, or terminate this Contract, in which event both parties shall be released from any further obligations hereunder. If Buyer fails to deliver any such notice within such ten (10) business day period, then Buyer shall be deemed to have accepted all matters set forth in the Title Commitment. For those Title Defects which Seller elects to attempt to cure, Seller shall be obligated to cure as a condition precedent to Closing unless waived by Buyer in accordance with provisions herein.

(iii) As a condition precedent to Closing, Seller, at its sole cost and expense, shall:

(a) take such actions as are necessary to satisfy or cause the Title Company to remove all Requirements (other than payment of the Purchase Price and payment of the title premium, which are Buyer's responsibility) in the Buyer's Title Commitment and any update;

(b) cure and remove from the Buyer's Title Commitment all monetary liens against the Property, which shall include all mortgages, judgment liens, mechanic's and materialmen's liens, and fines or penalties resulting from violations of legal requirements encumbering the Property which either secure indebtedness or can be removed by payment of a liquidated sum of money ("**Monetary Lien**"), provided however that Seller may utilize the proceeds of the sale at Closing to meet this requirement;

(c) no later than five (5) days prior to Closing, provide evidence satisfactory to the Buyer, as determined in Buyer's reasonable discretion, showing that Seller has completed all on-going construction work at the Property such that all final inspections and approvals from entities with jurisdiction over the construction have occurred and that all building and other permits have been closed, that all liens and claims from all contractors and subcontractors or any other person or entity performing work on the Property, have been unconditionally released, and that all payments for work either contracted and due or completed as of the date of Closing have been made; and

(d) use commercially reasonable efforts to cure or remove all Title Defects. If after using commercially reasonable efforts Seller is unable to remedy the Title Defects,

no later than ten (10) days prior to Closing, Seller shall provide written notice to Buyer of same. After receipt of such notice, Buyer may provide Seller with written notice prior to the Closing of its intent to terminate this Contract, whereupon both Buyer and Seller shall be released from all further obligations hereunder, except those which expressly survive the termination hereof, or Buyer may waive such Title Defects and proceed to Closing at Buyer's option taking title as it then exists without reduction in the Purchase Price, unless any additional reduction is mutually agreed to by Buyer and Seller.

(c) No later than five (5) days prior to closing, Seller shall provide Buyer with estoppel letters for each Tenant (Tenant Estoppel) in substantially the form attached hereto as **Exhibit "E"**.

(iv) The Closing Date as set forth in Paragraph 13 below may be extended by mutual written agreement of the respective parties in their sole and absolution discretion by the number of days reasonably necessary to resolve any matters within this section including but not limited to Title Defects, Monetary Liens, and satisfactory completion of construction and payments and releases related thereto, as established herein, provided however that after ten (10) days of the extension period either Buyer or Seller may terminate the Contract by written notice, whereupon both Buyer and Seller shall be released from all further obligations hereunder, except those which expressly survive the termination hereof.

(v) In addition to the foregoing, Seller shall indemnify and hold Buyer harmless from any and all claims, liability, cost, expense, damages, judgments and causes of action, including reasonable attorney's fees, arising from or related to non-payment claims for construction activities on the Property prior to Buyer's acquisition thereof. This section survives the Closing for a period of two (2) years or termination of this Contract. This section 5(v) relates only to Seller's agreement and obligation to indemnify Buyer for non-payment claims for such construction activities, and shall not be construed as a limitation on any other right or remedy of Buyer whatsoever, either under this Contract or pursuant to applicable law.

6a. ENVIRONMENTAL/HAZARDOUS MATERIALS INSPECTIONS. Buyer may, at Buyer's sole option, cost and expense and within forty-five (45) days after the Effective Date of this Contract, complete inspections to obtain information regarding the environmental conditions of the Real Property, and to determine the existence and extent, if any, of environmental impacts, specifically: contamination (as defined in Section 24-5 of the Code of Miami-Dade County (the "**Code**") and/or Chapter 62-780 Florida Administrative Code ("**FAC**") or the presence of hazardous materials or hazardous waste, pursuant to Section 24-5 of the Code, or solid waste as defined in Section 15-1 of the Code and/or Chapter 62-701 FAC, on the Real Property in violation of any laws, ordinances rules or restrictions of any governmental authority having jurisdiction (the "Environmental Condition"). Such inspections may include an ASTM PHASE I Environmental Site Assessment, an ASTM Phase II Environmental Site Assessment, underground storage or septic tank installation and structural integrity assessment, and asbestos or other site and improvement testing as requested by the state or local agencies including the Miami-Dade County Department of Regulatory and Economic Resources, Division of Environmental Resource Management (DERM) for the purpose of approving a "No Further Action" plan in accordance with the Code Section 24-44(2) regarding any potential Environmental Condition.

The foregoing time period for testing shall be referred to herein as the "**Inspection Period.**" Should any such inspections show defects to the Property, including Environmental Conditions requiring costs to cure, which Seller is unable or unwilling to accept, or which are unable to be cured, Buyer may elect to terminate this Contract by giving Seller written no later than ten (10) days after the expiration of the Inspection Period, whereupon both Buyer and Seller shall be released from all further obligations hereunder, except those which expressly survive the termination hereof, unless Seller in Seller's sole discretion elects in writing to repair such defects to Buyer's satisfaction in Buyer's sole discretion. Within five (5) days of Seller's receipt of written notice by the Buyer, Seller shall provide Buyer with written notice as to whether or not Seller is willing to repair such defects to Buyer's satisfaction, and failure to so provide shall be deemed a refusal to repair same. If Seller agrees to repair such defects by Closing and effectuates such repairs to Buyer's satisfaction in Buyer's sole and absolute discretion, Buyer will proceed to Closing. If Seller is unwilling or unable to repair such defects to Buyer's satisfaction, at Buyer's option, Buyer may: (i) waive all such defects and proceed to Closing without adjustment to the Purchase Price, unless any additional reduction is mutually agreed to by Buyer and Seller; or (ii) terminate this Contract, whereupon both Buyer and Seller shall be released from all further obligations hereunder, except those which expressly survive the termination hereof. Buyer shall provide written notice of its election within ten (10) days of Seller's notice to Buyer that it is unable or unwilling to repair such defects. The Closing Date as set forth in Paragraph 13 below may be extended by the number of days reasonably necessary to resolve any adverse environmental findings during the Inspection Period, provided however that after ten (10) days either Buyer or Seller may terminate the Contract.

Seller has provided Buyer with a Phase I Environmental Site Assessment dated July 1, 2016, and prepared by Global Realty Services Group of Irvine, California for a disinterested third-party Starwood Mortgage Capital, LLC. Buyer agrees to provide a copy of such Phase I Assessment to DERM, provided however that Buyer makes no warranty or representation as to DERM's use or reliance on same.

6b. PROPERTY INSPECTIONS. Seller agrees that Buyer and its contractors, consultants and agents shall have the right to enter and inspect the entire Property to determine the condition of physical components including, but not limited to, all structural, mechanical, HVAC, foundation, plumbing, electrical system, exterior, roofs, walls, basement, ceilings, floors, structural, and safety. This inspection may also include air quality, mold, asbestos (to the extent not included in the environmental inspections for Section 6a), and any other inspections needed to verify that the Property is structurally safe, with no significant deferred maintenance or repairs, meets all regulatory requirements for existing buildings in 8-11 of the County Code required by Miami-Dade County (as a regulatory agency, not as Buyer hereto), and poses no undue threat to health.

The inspection(s) shall be performed by one or more inspectors of the Buyer's choice and may include qualified employees of Buyer. The inspectors shall be qualified in the inspection(s) which they are performing, as evidenced by licensure or professional designation as determined in Buyer's reasonable discretion. Said inspection(s) shall be at the Buyer's sole expense. Seller agrees to make the Property reasonably available for said inspection, including making arrangements with all Tenants for Buyer's inspection.

The inspection shall be completed within the Inspection Period. If Buyer or anyone representing Buyer discovers any defects in the above specified components of the Property, Buyer agrees to notify Seller in writing, describing such defects no later than ten (10) days after the expiration of the Inspection Period. If the Buyer notifies the Seller of such defects, and if within ten (10) days after such notice Buyer and Seller have not agreed in writing as to whether repairs will be made by the Seller at its expense, or the Purchase Price is to be reduced in lieu of said repairs, the Contract may be terminated by Buyer or Seller upon written notice, and both Buyer and Seller shall be released of all obligations hereunder other than such obligations that survive termination of this Contract. However, notwithstanding any provision to the contrary, or any notice given, the Buyer may unilaterally waive such defects, provided that the Buyer notifies Seller of waiver in writing within five (5) business days of receipt of Seller's election to terminate. If Buyer fails to perform this inspection or fails to notify Seller of such defects within the time specified herein, this contingency shall be deemed removed.

6c. WALK-THROUGH INSPECTION/RE-INSPECTION. On the day prior to Closing, or on the Closing Date, Buyer or Buyer's representative may perform a walk-through (and follow-up walk-through, if necessary) inspection of the Property. If any defects are discovered during such walk-through inspection, the provisions of 6b shall apply regarding notice, termination, waiver, and election to proceed and the Closing Date shall be extended accordingly.

6d. ASSIGNMENT OF REPAIR AND TREATMENT CONTRACTS AND WARRANTIES. Within five (5) days of the Effective Date, Seller shall disclose in writing to Buyer a list of all warranty, repair, treatment, service or maintenance contracts of which Seller is actually aware or reasonably should be aware and that Seller currently has in place for the Property and for all improvements identified in **Exhibit "B"** to this Contract along with copies of all such contracts. No later than thirty (30) days prior to Closing, Buyer shall notify Seller in writing of any such contracts that Buyer desires to have assigned to Buyer, at Buyer's option and cost, and Seller will, at Closing, assign all such assignable repair, treatment and maintenance contracts and warranties to Buyer. If Buyer elects to not assume any contracts, Buyer shall provide written notice to Seller of its election and Seller shall terminate all such contracts no later than 15 days before Closing, at its sole cost and expense, and shall provide evidence reasonably satisfactory to Buyer that all such contracts have been terminated. This section survives the Closing of this Contract.

7a. SURVEY. Seller shall provide Buyer, at Seller's sole cost and expense and not less than 30 days prior to closing, a current certified boundary survey of the Property prepared by a professional land surveyor licensed by the State of Florida. The survey shall be certified to the Buyer, the Title Company and the Seller. The date of certification shall be within sixty (60) days before the Closing Date, unless this sixty (60) day period is waived by Buyer and by the Title Company for purposes of deleting the standard exceptions for survey matters and easements or claims of easements not shown by the public records from the owners' title policy. The survey shall contain a certification of the number of square feet and calculated acreage contained in the Real Property, less any dedicated right of way thereon. If the survey shows any encroachment on the Property or that any improvements on the Property encroach on the land of others and the same is not already disclosed in the Seller's Title Commitment, then the same shall be regarded as an

Additional Title Defect and shall be governed by the provisions of Section 5 of this Contract. The legal description in the survey shall be subject to Seller's and Buyer's approval.

7b. FP&L EASEMENTS. Two separate, non-exclusive easements in favor of 1) Florida Power & Light Company filed 4/29/11 at ORB 27671 Page 2927 impacting multiple areas of Property, attached as **Exhibit "F",** and 2) FPL Fibernet LLC filed 4/29/11 at ORB 27671 Page 2945, attached as **Exhibit "G",** are impacting multiple areas of Property.

Seller shall obtain a subordination or amendment of the easements in substantially the form attached hereto (**Exhibit "H"**) as a condition precedent to Closing and shall provide same to Buyer no later than 15 days prior to Closing.

8. RIGHT TO ENTER REAL PROPERTY. Seller agrees that Buyer and its agents shall, upon reasonable notice, have the right to enter the Property for all lawful and agreed upon purposes in connection with this transaction provided the Buyer shall indemnify and hold Seller harmless for Property damage or personal injury caused by Buyer and its agents, subject to and limited by section 768.28, Florida Statutes. Buyer shall not in the course of such entry make any invasive tests, alterations or improvements to the Property, except with the express written consent of Seller.

9. TENANCIES. As a condition precedent to closing, Seller further warrants and represents to Buyer that at the time of Closing there are no more than three tenants or licensees occupying the Property, all of which are subject to leases and/or licenses (collectively the "Leases and Licenses"), as follows: (1) Florida Power & Light Co. (Lease, Suite 502, 7,812 square feet), (2) T-Mobile South, LLC (Lease, Roof 1), and (3) Verizon Wireless (License, Roof 2), all of which tenants are presently occupying the portions of the Property set forth in their respective Leases and Licenses (collectively, the "**Tenants"**), and that other than the Tenants, no other person or entity is living on, occupying, using or has a right to occupy, live upon or use the Property. Seller warrants that as of the Closing, there will be no leases or other agreements and understandings affecting possession, use, or occupancy of the Property, except for the Tenants' Leases in the form attached hereto as **Exhibits "I", "J" and "K"** all of which shall be assigned to the Buyer at Closing in such form and shall be amended prior to Closing as set forth in Section 10 below. In the event that any other amendments other than the form set forth in Exhibits I, J and K occur as set forth in Section 10 below, Buyer may consider such amendments to be Title Defects subject to the provisions of Section 5. The Seller warrants and agrees that no part of the rent due from Tenants has been prepaid to Seller more than one month in advance of its due date. All security deposits currently held by Seller shall be transferred and conveyed to Buyer at Closing and all future rental payments shall be sent to Buyer. Seller shall be liable to the Buyer for any and all damages, costs and expenses accruing to the Buyer as a result of any breach or misstatement of the warranty and representation set forth in the first paragraph of this Section 9. Further, Seller shall indemnify, defend, and hold Buyer harmless against any claims, demands, or losses against the Buyer from third parties arising from the occupancy or agreements for occupancy of the Property by any tenants not disclosed to Buyer or from a breach of Seller's Paragraph 9 "Tenancies" warranties, including but not limited to any claims from prior tenants who have vacated. Notwithstanding and

prevailing over any provision of this Contract, the provisions of this section 9 shall survive the Closing of the Property and shall be enforceable against Seller.

10. TERM OF TENANT OCCUPANCY AND OTHER AMENDMENTS. It is agreed and Seller represents, warrants, and covenants that the Tenants' existing Leases and Licenses shall not be renewed or extended beyond the lease terms, as follows, nor shall they be further amended without the prior, written consent of the Buyer except as otherwise set forth herein: 1) Florida Power & Light Co., Suite 502: July 31, 2025, 2) Roof 1 (T-Mobile South, LLC): July 23, 2027, and 3) Roof 2 (Verizon Wireless Personal Communications, LP): December 31, 2024, except with the express written consent of Buyer, which Buyer may withhold for any reason, and on terms and conditions acceptable to Buyer, in Buyer's sole and absolute discretion. Furthermore, as a condition precedent to Closing, Seller shall amend the Lease with Florida Power & Light Co. to extinguish any renewal options, however, allowing for Buyer, as Landlord, to offer a renewal at Landlord's sole option. If Seller is unable to cause such lease amendment, then no later than ten (10) days prior to Closing, Seller shall provide Buyer with written notice of same. Within five (5) days of receipt of same, Buyer shall provide written notice to Seller of its election to waive this requirement and proceed to Closing, or alternatively, terminate the Contract at its sole discretion.

11. PRORATIONS: In addition to proration of taxes as provided in Paragraph 4 above, expenses for electricity, water, sewer, waste collection, service contracts and agreements, and personal property taxes, if any, and all revenue of the month of Closing (including rents owed to Seller for the month of Closing to the extent already paid by the Tenants), if any, shall be prorated to the day prior to Closing.

12. LIENS. All liens of record, including certified municipal and county liens, as well as special assessments, if any, shall be paid in full, or otherwise satisfied at or before Closing by the Seller (it being agreed that if any such lien does not appear as an exception to title in the Buyer's title insurance policy, then the same shall be deemed to have been adequately cured, subject to the provisions in this section). If a pending lien has been filed against the Property which has not been certified as of the date of Closing, and the work and improvements for which the lien was filed have been completed prior to the Closing, despite the fact that the pending lien has not been certified, such lien shall be paid by the Seller. This paragraph survives the Closing of this Contract.

13. CLOSING.

(i) The parties shall close this transaction ("Closing") no later than August 23, 2024 (the **"Closing Date"**) unless otherwise extended, as mutually agreed upon by both Buyer and Seller or as otherwise provided herein. If no extension is agreed upon, then either party shall have the right to terminate after August 23, 2024 by written notice to the other, whereupon both Buyer and Seller shall be released from all further obligations hereunder, except those which expressly survive the termination hereof. The precise date, time, and place of Closing shall be mutually agreed to by Buyer and Seller.

14. TIME. Buyer and Seller mutually agree to fully and timely execute such papers as deemed necessary to complete the conveyance in accordance with the terms of this Contract. Time is of the essence of this Contract. All obligations are subject to acts of God or nature or any other

occurrence, which is beyond the control of Seller or Buyer. All time periods will be calculated in calendar days, unless otherwise specifically provided.

15. FINANCING. Financing. The Closing of this Contract is contingent upon the following **Financing Contingency**: (a) the full and binding approval by the Miami-Dade County Board of County Commissioners (the "Board") of financing in the form of bonds in an amount of no less than $256,125,000, which shall be determined in the sole and absolute discretion of the Board; and (b) the actual issuance of the bonds generating an amount not less than $256,125,000.00. If Buyer's Financing Contingency is not obtained by August 19, 2024, then either party may terminate the Contract by written notice without any further liability or obligation other than any obligation or liability that survives the termination of this Contract. If the Board fails to approve the financing, this Contract shall be rendered null and void upon written notice by the Buyer. The parties by mutual written agreement may extend the Closing Date to address the Financing Contingency which is a condition precedent to Closing.

16. BROKERS. Any and all real estate fees or commissions claimed due pursuant to this transaction to any real estate broker or agent shall be paid by the Seller. Notwithstanding the foregoing, Buyer and Seller hereby represent to each other that no real estate agent or broker was involved in this transaction involving the Property and/or the formation or drafting of this Contract. Seller shall hold Buyer harmless from and against any and all claims, liability, cost, expense, damages, judgments and causes of action, including reasonable attorney's fees, based on real estate commissions claimed due pursuant to this transaction to any real estate broker or real estate agent. This provision survives the termination or expiration of this Contract, as well as the Closing.

17. EXPENSES. Seller shall be responsible for recording fees on the General Warranty Deed. Seller shall be responsible for the payment of Florida Documentary Stamp Taxes and Miami-Dade County Surtax on the Warranty Deed required as part of Buyer's Title Commitment.

18. LOSS. All risk of loss to the Real Property shall be borne by Seller until transfer of title.

19. ACCESS. Seller warrants and represents that there is legal ingress and egress to the Property being purchased under this Contract. This Section survives the Closing of this Contract.

20. POSSESSION. Seller shall deliver possession of the Property to Buyer at Closing in accordance with all terms herein, including delivery of keys to all locks.

21. DEFAULT. If either party defaults under this Contract, then the other party may waive the default and proceed with closing without adjustment to the purchase price, in which event any and all claims with respect to such default shall be deemed extinguished, or either party may seek specific performance. In addition to specific performance, a non-defaulting party may terminate the Contract if a defaulting party does not cure a default within thirty (30) days of receipt of a default notice from the non-defaulting party. Such default notice shall be sent in writing via U.S. Mail or via electronic communication. Except for defaults under sections 9, 12, 16, and 18 of this Contract in which actual damages shall be due and owing, in no event shall either party be

liable for any damages (actual, special consequential, punitive, or otherwise) for any default under this Contract.

22. LITIGATION. In the event of any litigation arising out of this Contract, each party shall bear its own attorney's fees and costs.

23. DISCLOSURE. Seller warrants that there are no facts which materially and adversely affect the physical condition and present use of the Property which have not been disclosed by Seller to Buyer or which are not readily observable to Buyer or which Buyer cannot discover during customary due diligence.

24. SUCCESSORS IN INTEREST. This Contract will inure to the benefit of and be binding upon and is intended solely for the benefit of the parties hereto, and their respective heirs, personal representatives, successors, and assigns; and no third party will have any rights, privileges or other beneficial interests herein or hereunder.

25. GOVERNING LAW. This Contract is governed by and will be construed in accordance with the laws of the State of Florida, and in the event of any litigation concerning the terms of this Contract; proper venue thereof will be in Miami-Dade County.

26. INVALID PROVISIONS. In the event any term or provision of this Contract is held illegal, unenforceable or inoperative as a matter of law, the remaining terms and provisions will not be affected thereby but will be valid and remain in force and effect, provided that the inoperative provision(s) are not essential to the interpretation or performance of this Contract in accordance with the clear intent of the parties.

27. RECORDING. This Contract or notice thereof may be recorded by Buyer in the minutes of the Clerk of the Board of County Commissioners Miami-Dade County, Florida, but shall not be recorded in the official public records of the Clerk of the Court of Miami-Dade County, Florida.

28. ASSIGNMENT. Neither this Contract nor any interest therein shall be assigned by Buyer or Seller without the express written consent of each other.

29. ENTIRE AGREEMENT. This Contract contains the entire agreement between the parties hereto as it pertains to the subject matter contained herein and shall supersede and take precedence over any and all prior and contemporaneous agreements and understandings between the parties hereto.

30. EFFECTIVENESS. The effectiveness of this Contract is contingent upon approval by the Miami-Dade County Board of County Commissioners ("Board"), however, that such Board approval shall not be effective until the earlier of a) the date the Mayor of Miami-Dade County indicates approval of such Commission action; or b) the lapse of ten (10) days without the Mayor's veto (the "**Effective Date**"). In the event that the Mayor vetoes the Board approval, the Board approval shall not be effective in the absence of an override of the Mayor's veto that shall be at the next regularly scheduled meeting of the Board after the veto occurs, in which case such override date shall be the Effective Date. The actions of the Commission and the Mayor in connection with the award or rejection of any contract rests within their sole discretion.

31. RADON GAS. Radon is a naturally occurring radioactive gas that, when it has accumulated in the building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed Federal and State guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your County Public Health Unit.

32. COUNTERPARTS. This Contract may be executed in counterparts by each party on a separate but identical counterpart, each of which, when so executed and delivered shall be an original, but all of which together shall constitute one and the same instrument.

NOTICE. All communications regarding this transaction shall be directed to the following, which may be amended by written notice from time to time:

as to Buyer:

Miami-Dade County, Internal Services Department
111 NW 1st Street, 24th Floor
Miami, Florida 33128
Jessica.Gutierrez@miamidade.gov
Dawn.Soper@miamidade.gov

With a copy to:

Miami-Dade County, County Attorney's Office
111 NW 1st Street, 28th Floor
Miami, Florida 33128
atty@miamidade.gov

as to Seller:

Jacob Hoffman, Authorized Member
HOFFMAN FLAGLER, LLC
9250 West Flagler Street
Miami, Florida 33174
ford@bushburg.com and joem@bushburg.com

With a copy to:

Jeffrey Zwick Esq.
Jeffrey Zwick & Associates P.C.
2329 Nostrand Avenue,
Brooklyn, New York 11210
jeffrey@jzlegal.com

IN WITNESS WHEREOF, the Buyer and Seller have duly executed this Contract as of the day and year above written.

ATTEST:

By: _____
Clerk

_____
Witness

Howard Syphen
Print

_____
Witness

Michael Avi Goldman
Print

BUYER:

MIAMI-DADE COUNTY

By: _____
Daniella Levine Cava,
County Mayor

Date: _____

SELLER:

HOFFMAN FLAGLER LLC

By: _____
Joseph Hoffman
Authorized Member

Date: 4-15-24

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

I HEREBY CERTIFY, that on this 15TH day of APRIL, 2024, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared, HOWARD SYPHER, personally known to me, or proven, by producing the following identification: NYS DRIVER to be the person who executed the foregoing instrument freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official Seal at NEW YORK in the County and State aforesaid, on this, the 15TH day of APRIL, 2024

Dennis Davies
Notary Public - State of New York
Registration No. 01DA0010916
Qualified in New York County
Commission Expires July 11, 2027

NOTARY SEAL / STAMP

_____ (SEAL)
Notary Public

Dennis Davies
Notary Public - State of New York
Registration No. 01DA0010916
Qualified in New York County
Commission Expires July 11, 2027

_____
Print Name
Notary Public, State of _____
My Commission expires _____

EXHIBIT "A"
Legal Description of Real Property

PARCEL 1:

TRACT "A" OF F.P.&L. CENTER, AS RECORDED IN PLAT BOOK 102, AT PAGE 10, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA. [CONTAINING 19.835 ACRES, MORE OR LESS.]

COMMONLY KNOWN AS: 9250 W FLAGLER STREET, MIAMI, FL 33174
FOLIO NO.: 30-4004-024-0010

PARCEL 2:

A PORTION OF TRACT 7, BLOCK 4, OF RICHARDSON-KELLET COMPANY'S PLAT IN SECTION 4, TOWNSHIP 54 SOUTH, RANGE 40 EAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 4, AT PAGE 100, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; TOGETHER WITH THAT PORTION OF THE NW 1/4 OF THE SE 1/4 OF SECTION 4, TOWNSHIP 54 SOUTH, RANGE 40 EAST, LYING WEST OF SAID TRACT 7, AS DEEDED TO FLORIDA POWER AND LIGHT COMPANY BY THAT CERTAIN WARRANTY DEED DATED APRIL 26TH, 1971 AND RECORDED IN OFFICIAL RECORDS BOOK 8275, PAGE 315, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, ALL OF THE ABOVE LYING IN THE SE 1/4 OF SAID SECTION 4, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID TRACT 7; THENCE RUN NORTH 1°54'43" WEST ALONG THE EAST LINE OF SAID TRACT 7 FOR A DISTANCE OF 25.00 FEET; THENCE RUN SOUTH 87°35'46" WEST ALONG A LINE 25.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID TRACT 7 FOR A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREINAFTER TO BE DESCRIBED; THENCE CONTINUE SOUTH 87°35'46" WEST ALONG THE SAID LINE 25.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID TRACT 7 FOR A DISTANCE OF 435.57 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE BEING CONCAVE TO THE NORTHEAST AND HAVING A CENTRAL ANGLE OF 90°29'11" A RADIUS OF 25.00 FEET, FOR AN ARC DISTANCE OF 39.48 FEET TO A POINT OF TANGENCY; ON THE EAST RIGHT OF WAY LINE OF SOUTHWEST 92ND AVENUE AS SHOWN ON THE PLAT OF "F.P.L. CENTER", ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 102, AT PAGE 10, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE RUN NORTH 1°55'03" WEST ALONG THE SAID EAST RIGHT OF WAY LINE OF SOUTHWEST 92ND AVENUE FOR A DISTANCE OF 41.67 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE BEING CONCAVE TO THE EAST AND HAVING A CENTRAL ANGLE OF 5°40'53", A RADIUS OF 1130.00 FEET, FOR AN ARC DISTANCE OF 112.05 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 3°45'50" EAST ALONG THE SAID EAST RIGHT OF WAY LINE OF SOUTHWEST 92ND AVENUE FOR A DISTANCE OF 243.56 FEET TO A POINT OF CURVATURE OF A CIRCULAR

CURVE TO THE LEFT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, BEING CONCAVE TO THE WEST AND HAVING A CENTRAL ANGLE OF 5°40'53" A RADIUS OF 1270 FEET, FOR AN ARC DISTANCE OF 125.93 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 1°55'03" WEST ALONG THE SAID EAST RIGHT OF WAY LINE SOUTHWEST 92ND AVENUE FOR A DISTANCE OF 59.03 FEET; THENCE RUN NORTH 87°33'36" EAST ALONG A LINE 30.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID TRACT 7 FOR A DISTANCE OF 415.93 FEET; THENCE RUN SOUTH 1°54'43" EAST ALONG A LINE 209.00 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID TRACT 7 FOR A DISTANCE OF 10.00 FEET; THENCE RUN NORTH 87°33'36" EAST ALONG A LINE 40.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID TRACT 7 FOR A DISTANCE OF 9.00 FEET; THENCE RUN SOUTH 1°54'43" EAST ALONG A LINE 200.00 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID TRACT 7 FOR A DISTANCE OF 595.97 FEET TO THE POINT OF BEGINNING; SUBJECT TO 30 FOOT ROAD AND DRAINAGE CANAL, RIGHT OF WAY AS SHOWN ON PLAT OF RICHARDSON-KELLETT COMPANY'S PLAT, SECTION 4, TOWNSHIP 54 SOUTH, RANGE 40 EAST, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 4, AT PAGE 100 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA. [CONTAINING 6.15 ACRE, MORE OR LESS.]

FOLIO NO.: 30-4004-000-0282

EXHIBIT "B"

All building systems, components, furnishings, fixtures, and equipment (including system furniture, desks, conference tables, chairs, storage units), fixtures, fittings, office equipment, building systems equipment, audio and visual systems, wall mounted monitors, breakroom equipment including refrigerators and ice machines and equipment including the following:

1. FURNITURE: Floors 1, 2, 3, 4 & 5
    - Floors 2-5 (Steelcase)
    - Building-wide: Various wooden furniture and credenzas scattered throughout all floors inside office spaces.
2. FITNESS CENTER: Fully equipped and built-out with locker rooms and showers.
3. LOBBY / ATRIUM AREA FURNITURE: all lobby furniture in turn key condition.
4. CAFETERIA: Fully equipped kitchen including two walk-in freezers, all cooking equipment (ranges and ventilation, ovens, fryer and microwaves), commercial work tables and stations (food prep equipment and prep counters), ice maker, refrigeration, shelving, containers, racks, sinks and washing equipment display cases, front of house serving stations, cafeteria dining furniture.
5. RESTROOMS: 84+ restrooms with recently upgraded LED, touchless soap, hand towel and faucets. 10+ completed restrooms with traditional commercial build-out.
6. SIGNAGE: Interior and exterior directional and monument signage.
7. LOADING DOCK: Secured loading dock with service gate with three separate loading bays. Two operational loading dock levelers.
8. HVAC:
    - Chillers:
        - Three (3) water-cooled centrifugal chillers (500 tons each)
        - installed in 1998 with new barrel insulation replaced in 2018.
        - Three (3) split-case chiller pumps (1,194 gpm each) *
        - Three (3) split-case condenser water pumps (1,500 gpm each)*
        - Three (3) water-cooled concrete/ceramic cooling towers (650 tons each)
    - Cooling Towers:
        - Three (3) water-cooled concrete/ceramic cooling towers (500 tons each). A Zero Bleed Water Conservation System is used to treat the water in towers without chemicals

          Each has one (1) domestic water booster pump (3 total)

          Each has one (1) Frequency Drive for each cooling tower (3 total) *
    - Air Handlers (AHU):
        - Five (5) five main Buffalo fan chilled water air handlers with approx. 350 tons each of cooling capacity located on the first floor
        - Commercial UV Core system installed in Air Handlers
        - Each AHU has 2 Frequency Drives (10 total) *spares kept on Site
        - Merv-13 Filters

- Computer Room Air Conditioners (CRAC)
    - 24 units with associated rooftop condensers

9. CONTROLS:
    - BMS System
    - Distech (air handlers)
    - Johnson Controls – Simply Space
    - Reliable Controls – Chiller Plant (Trane CH530 Integration)

10. HELIPAD: Fully Operational helipad that can handle up to helicopter load of 13,000 lbs.
11. GENERATORS:
    - Three (3) Solar Saturn Model Turbine diesel fuel generators, 750 KW each with two underground storage tanks (10K gallons diesel fuel tanks each) and Two (2) Quincy 3500 cfm electrically driven air compressors.
    - Four (4) Kohler Power Systems diesel fuel generators, 1000 KW each with one above ground storage tank (10K gallons diesel fuel tank).

    These are currently used for power back-up for FPL white-floor server Room, 2nd Fl Print shop as well as the 40 condensers located on the roof and 19 Liebert units.
12. FIRE LIFE/SAFETY:
    - Smoke Control System
    - Notifier Fire alarm system with multiple sub panels and 324 fire alarm devices throughout the facility
    - Fully sprinklered on all floors
    - 270 Fire extinguishers throughout the facility
13. ELECTRIC:
    - Dedicated power feed from FPL not shared by any other property.
    - Two additional feeds for power redundancy are provided by FPL.
    - 28 Main Power transfer switches for emergency and UPS power transfer
    - Cutler Hammer main frame slide in breakers ranging from 400-800 amps*
    - Seven (7) FPL Vaults located on the property
14. SECURITY: 24-hour card controlled access system
15. FIBER: High speed fiber optic Internet availability (Crown Castle/Comcast/ATT)
16. ESCALATORS:
    - 10 devices leading from floor 1 through floor 6. Recently modernized in 2022
17. ELEVATORS: 6 devices
    - Passenger elevator Nos. 1-3 (south side) are Westinghouse basement traction units. These elevators have a capacity of 2,500 lbs. This equipment was modernized in 2008 to include Hollister Whitney hoist machines, MCE I BOX microprocessor controls, and GAL MOVFR door equipment.
    - Passenger elevator Nos. 4-5 (north side) are Westinghouse basement

traction units. These elevators have a capacity of 2,500 lbs. This equipment was recently modernized in 2018 to include MCE M4000 controllers and GAL MOVFR door equipment.

- Service elevator No. 6 (south side near loading dock) is a Westinghouse geared basement traction unit. This elevator has a capacity of 8,000 lbs. This equipment was modernized in 2008 to include new hoist motor and solid-state drive, MCE I BOX microprocessor controls, and GAL MOVFR door equipment.

Instrument prepared by and returned to:
Miami-Dade County
Internal Services Department
Real Estate Development Division
111 N.W. 1 Street, Suite 2460
Miami, Florida 33128-1907

Folio Numbers: 30-4004-024-0010 & 30-4004-000-0282

GENERAL WARRANTY DEED

THIS WARRANTY DEED is made this _____ day of_____, 20__ by and between **HOFFMAN FLAGLER, LLC, a Florida Limited Liability Company** (hereinafter referred to as the "Grantor"), whose mailing address is 9250 West Flagler Street, Miami, Florida 33174 and **MIAMI-DADE COUNTY, a Political Subdivision of the State of Florida** (hereinafter referred to as the "Grantee") whose address is Stephen P. Clark Center, 111 NW 1st Street, Suite 17-202, Miami, Florida 33128.

Wherever used herein, the terms "Grantor" and "Grantee" shall include all of the parties to this instrument and their successors and assigns.

WITNESSETH

The **Grantor**, on behalf of itself, its executors, administrators, successors, representatives and assigns, for and in consideration of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the **Grantor,** has granted, bargained and sold, and by these presents does hereby grant, bargain, sell, alienate, remise, release, convey and confirm unto **Grantee** and Grantee's heirs, successors and assigns forever, that certain parcel of land situate and being in Miami-Dade County, Florida (the "Property"), as described to wit:

ATTACHED EXHIBIT "A"

THIS CONVEYANCE is subject to: 1) taxes and assessments for the year 2024 and subsequent years; 2) zoning and other regulatory laws and ordinances affecting the Property, if any; and 3) reservations, easements, matters of plat, covenants, and restrictions of public record, if any, but this reference shall not operate to reimpose same.

TOGETHER WITH all the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining to the above described real estate.

TO HAVE AND TO HOLD the same in fee simple forever, together with all singular the rights, members and appurtenances thereof.

AND **Grantor** hereby covenants with **Grantee**: 1) that **Grantor** is lawfully seized of the Property hereby conveyed in fee simple; 2) that **Grantor** has good right and lawful authority to

sell and convey the Property; and 3) that **Grantor** hereby fully warrants the title to the Property and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has executed this instrument under seal on the date aforesaid.

Signed sealed and delivered in the Presence of:

GRANTOR:
HOFFMAN FLAGLER, LLC,
a Florida Limited Liability Company

_____
Witness Signature
Printed Name_____

By: _____
JACOB HOFFMAN,
Authorized Member

_____
Witness Signature
Printed Name_____

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

I HEREBY CERTIFY, that on this ____ day of _____, 20___, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared, _____, who ( ) is personally known to me, or proven, by producing ( ) the following identification: _____ to be the person who executed the foregoing instrument freely and voluntarily for the purposes therein expressed.

WITNESS my hand and Official Seal at _____, in the County and State aforesaid, on this _____ day of _____, 20___.

_____ (SEAL)
Notary Public
Print Name _____
Notary Public, State of _____
My Commission Expires: _____

NOTARY SEAL/STAMP

The foregoing was accepted and approved on the _____ day of _____ 20___ A.D., by Resolution No. R-_____ of the Board of County Commissioners of Miami-Dade County, Florida.

Approved for Legal Sufficiency:
Assistant County Attorney _____

EXHIBIT "A" to General Warranty Deed
Legal Description of Real Property

PARCEL 1:

TRACT "A" OF F.P.&L. CENTER, AS RECORDED IN PLAT BOOK 102, AT PAGE 10, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA. [CONTAINING 19.835 ACRES, MORE OR LESS.]

COMMONLY KNOWN AS: 9250 W FLAGLER STREET, MIAMI, FL 33174
FOLIO NO.: 30-4004-024-0010

PARCEL 2:

A PORTION OF TRACT 7, BLOCK 4, OF RICHARDSON-KELLET COMPANY'S PLAT IN SECTION 4, TOWNSHIP 54 SOUTH, RANGE 40 EAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 4, AT PAGE 100, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; TOGETHER WITH THAT PORTION OF THE NW 1/4 OF THE SE 1/4 OF SECTION 4, TOWNSHIP 54 SOUTH, RANGE 40 EAST, LYING WEST OF SAID TRACT 7, AS DEEDED TO FLORIDA POWER AND LIGHT COMPANY BY THAT CERTAIN WARRANTY DEED DATED APRIL 26TH, 1971 AND RECORDED IN OFFICIAL RECORDS BOOK 8275, PAGE 315, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, ALL OF THE ABOVE LYING IN THE SE 1/4 OF SAID SECTION 4, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID TRACT 7; THENCE RUN NORTH 1°54'43" WEST ALONG THE EAST LINE OF SAID TRACT 7 FOR A DISTANCE OF 25.00 FEET; THENCE RUN SOUTH 87°35'46" WEST ALONG A LINE 25.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID TRACT 7 FOR A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREINAFTER TO BE DESCRIBED; THENCE CONTINUE SOUTH 87°35'46" WEST ALONG THE SAID LINE 25.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID TRACT 7 FOR A DISTANCE OF 435.57 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE BEING CONCAVE TO THE NORTHEAST AND HAVING A CENTRAL ANGLE OF 90°29'11" A RADIUS OF 25.00 FEET, FOR AN ARC DISTANCE OF 39.48 FEET TO A POINT OF TANGENCY; ON THE EAST RIGHT OF WAY LINE OF SOUTHWEST 92ND AVENUE AS SHOWN ON THE PLAT OF "F.P.L. CENTER", ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 102, AT PAGE 10, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE RUN NORTH 1°55'03" WEST ALONG THE SAID EAST RIGHT OF WAY LINE OF SOUTHWEST 92ND AVENUE FOR A DISTANCE OF 41.67 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE BEING CONCAVE TO THE EAST AND HAVING A CENTRAL ANGLE OF 5°40'53", A RADIUS OF 1130.00 FEET, FOR AN ARC DISTANCE OF 112.05 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 3°45'50" EAST ALONG THE SAID EAST RIGHT OF WAY LINE OF SOUTHWEST 92ND AVENUE FOR A DISTANCE OF 243.56 FEET TO A POINT OF CURVATURE OF A CIRCULAR

CURVE TO THE LEFT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, BEING CONCAVE TO THE WEST AND HAVING A CENTRAL ANGLE OF 5°40'53" A RADIUS OF 1270 FEET, FOR AN ARC DISTANCE OF 125.93 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 1°55'03" WEST ALONG THE SAID EAST RIGHT OF WAY LINE SOUTHWEST 92ND AVENUE FOR A DISTANCE OF 59.03 FEET; THENCE RUN NORTH 87°33'36" EAST ALONG A LINE 30.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID TRACT 7 FOR A DISTANCE OF 415.93 FEET; THENCE RUN SOUTH 1°54'43" EAST ALONG A LINE 209.00 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID TRACT 7 FOR A DISTANCE OF 10.00 FEET; THENCE RUN NORTH 87°33'36" EAST ALONG A LINE 40.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID TRACT 7 FOR A DISTANCE OF 9.00 FEET; THENCE RUN SOUTH 1°54'43" EAST ALONG A LINE 200.00 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID TRACT 7 FOR A DISTANCE OF 595.97 FEET TO THE POINT OF BEGINNING; SUBJECT TO 30 FOOT ROAD AND DRAINAGE CANAL, RIGHT OF WAY AS SHOWN ON PLAT OF RICHARDSON-KELLETT COMPANY'S PLAT, SECTION 4, TOWNSHIP 54 SOUTH, RANGE 40 EAST, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 4, AT PAGE 100 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA. [CONTAINING 6.15 ACRE, MORE OR LESS.]

FOLIO NO.: 30-4004-000-0282

Exhibit "D"

Infinity
Land Services

August 3, 2023

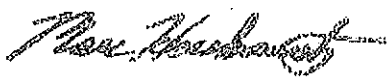
Joe Milstein
Bushburg Properties, Inc.
3611 14th Avenue Suite 215
Brooklyn, NY 11218

RE: Title No. : **ILFL13645**
Premises : 9250 West Flagler Street, Miami, FL 33174
Owner(s) : Hoffman Flagler LLC

To whom it may concern:

We are pleased to present you with a copy of our Title Commitment on the above-referenced premises. If you have any questions regarding the Commitment or if we can be of assistance to you in any other way, please do not hesitate to contact us.

Very truly yours,
Infinity Land Services LLC



By: Marc Herskowitz

cc:
Joseph Hoffman
Bushburg Properties, Inc.
3611 14th Avenue Suite 215
Brooklyn, NY 11218

Ford Sypher
Bushburg Properties, Inc.

Infinity
Land Services

ALTA COMMITMENT FOR TITLE INSURANCE
issued by
Fidelity National Title Insurance Company

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY
Commitment Number: 11282652 / ILFL13019

Subject to the Notice; Schedule B, Part I -Requirements; Schedule B, Part II -Exceptions; and the Commitment Conditions, **Fidelity National Title Insurance Company**, a Florida (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I -Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Countersigned: Infinity Land Services LLC

FIDELITY NATIONAL TITLE INSURANCE COMPANY

By: Michael J. Nolan
President

SEAL

Authorized Signatory

ATTEST Marjorie Nemzura
Marjorie Nemzura
Secretary

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

C170B09 ALTA Commitment for Title Insurance (7-1-21) w-FL Mod

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COMMITMENT CONDITIONS

1. DEFINITIONS
   a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
   b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
   c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
   d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
   e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
   f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
   g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
   h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
   i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
   j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I -Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:
   a. the Notice;
   b. the Commitment to Issue Policy;
   c. the Commitment Conditions;
   d. Schedule A;
   e. Schedule B, Part I Requirements; and
   f. Schedule B, Part II Exceptions; and
   g. a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND
   The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

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5. LIMITATIONS OF LIABILITY
   a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
      i. comply with the Schedule B, Part I -Requirements;
      ii. eliminate, with the Company's written consent, any Schedule B, Part II -Exceptions; or
      iii. acquire the Title or create the Mortgage covered by this Commitment.
   b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
   c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
   d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
   e. The Company is not liable for the content of the Transaction Identification Data, if any.
   f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
   g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM
   a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
   b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
   c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
   d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
   e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
   f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT
   The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY
   The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. CLAIMS PROCEDURES
   This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

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10. ARBITRATION

The Policy contains an arbitration clause as follows:

a. All claims and disputes arising out of or relating to this policy, including any service or other matter in connection with issuing this policy, any breach of a policy provision, or any other claim or dispute arising out of or relating to the transaction giving rise to this policy, may be submitted to binding arbitration only when agreed to by both the Company and the Insured. Arbitration must be conducted pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("ALTA Rules"). The ALTA Rules are available online at www.alta.org/arbitration. The ALTA Rules incorporate, as appropriate to a particular dispute, the Consumer Arbitration Rules and Commercial Arbitration Rules of the American Arbitration Association ("AAA Rules"). The AAA Rules are available online at www.adr.org.

b. *If there is a final judicial determination that a request for particular relief cannot be arbitrated in accordance with this Condition 18 (Condition 17 of the Loan Policy), then only that request for particular relief may be brought in court. All other requests for relief remain subject to this Condition 18 (Condition 17 of the Loan Policy).*

c. Fees will be allocated in accordance with the applicable AAA Rules. The results of arbitration will be binding upon the parties. The arbitrator may consider, but is not bound by, rulings in prior arbitrations involving different parties. The arbitrator is bound by rulings in prior arbitrations involving the same parties to the extent required by law. The arbitrator must issue a written decision sufficient to explain the findings and conclusions on which the award is based. Judgment upon the award rendered by the arbitrator may be entered in any State or federal court having jurisdiction.

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Fidelity National Title Insurance Company

Infinity Land Services

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:
Issuing Agent: Infinity Land Services LLC
Issuing Office: 2361 Nostrand Ave, Ste 802,
Brooklyn, NY 11210
Issuing Office's ALTA® Registry ID:
Loan ID Number:
Commitment Number: 11282652
Issuing Office File Number: ILFL13645
Property Address: 9250 West Flagler Street
Miami, FL 33174 FL
Revision Number:

SCHEDULE A

1. Commitment Date: 07/17/2023 at: 11:00 PM

2. Policy to be issued:

   A. 2021 ALTA Owner's Policy with Florida Modifications
   Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at item 4 below
   Proposed Amount of Insurance: $10,000.00
   The estate or interest to be insured: Fee Simple

   B. 2021 Loan Policy with Florida Modifications
   Proposed Insured: Lender with contractual obligations under a loan agreement with the vested owner identified at Schedule A Item 4 herein, or proposed purchaser
   Proposed Amount of Insurance: $ 10,000.00
   The estate or interest to be insured: Fee Simple

3. The estate or interest in the Land at the Commitment Date is: *(Identify each estate or interest covered, i.e., fee, leasehold, etc.)*

   Fee Simple

4. The Title is, at the Commitment Date, vested in: *(Identify vesting for each estate or interest identified in Item 3 above)*

   HOFFMAN FLAGLER LLC, a Florida limited liability company, by virtue of Special Warranty Deed filed October 15, 2014 in Official Records Book 29350, page 350, of the Public Records of Miami-Dade County, Florida.

5. The Land is described as follows in Exhibit "A" attached hereto and made part hereof.

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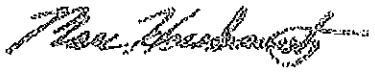
Countersigned:



By:_____
Authorized Officer or Agent

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

2. Pay the agreed amount for the estate or interest to be insured.

3. Pay the premiums, fees, and charges for the Policy to the Company.

4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

   A. Duly executed Warranty Deed from HOFFMAN FLAGLER LLC, a Florida limited liability company to the proposed insured under the Owner's Policy, conveying the lands described in Schedule A.

      The Company will require the following as to HOFFMAN FLAGLER LLC, a Florida limited liability company ("LLC"):

      i. Proof that the LLC was in existence in its state of organization at the time it acquired title and that the LLC is currently in good standing.

      ii. Present for review a true and complete copy of the articles of organization and operating agreement of the LLC and any amendments thereto.

      iii. Record an affidavit from the person executing the proposed deed on behalf of the LLC certifying: a. the name and state of organization of the LLC; b. whether the LLC is member-managed or manager-managed; c. the identity of the member or manager and the person authorized to execute the deed; and d. neither the LLC nor any member signing the deed have filed bankruptcy since the LLC acquired title.

      iv. If the member or manager of the LLC is also a business entity, present proof of the entity's good standing and the appropriate entity documents to establish signing authority.

      If the proposed deed will be executed by anyone other than a member or manager, those portions of the operating agreement or other documentation evidencing the authority of the signatory must be attached as an exhibit to the affidavit.

   B. Duly executed Mortgage from the Proposed Insured under the Owner's Policy to the Proposed Insured under the Loan Policy, encumbering the land described on Schedule A hereof

      We will require production of proof of proper formation and/or incorporation of the purchasing entity, as well as proof of current active status. Provide appropriate entity documents to establish signing authority of the mortgagor. Proof is also to be furnished that the entity executing documents is properly formed and in good standing. At such time this Commitment will then be subject to such further requirements and/or exceptions as the Company may then deem necessary.

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SCHEDULE B, PART I Requirements

5. Proof of payment of any outstanding assessments in favor of Miami-Dade County, Florida, any special taxing district and any municipality. NOTE: If this requirement is not satisfied the following exception will appear on Schedule B:

   Any outstanding assessments in favor of Miami-Dade County, Florida, any special taxing district and any municipality.

6. Proof of payment of service charges for water, sewer, waste and gas, if any, through the date of closing. NOTE: If this requirement is not met the following exception will appear on Schedule B:

   Any lien provided for by Florida Statutes in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer, waste or gas system supplying the insured land or service facilities.

   NOTE: This requirement involves acquiring written evidence, from the appropriate governmental authorizes, that city, county and other special assessment district liens and utility charges, including waste, water and sewer, gas and trash removal charges, if any, have been paid.
   NOTE: ad valorem taxes in South Florida do NOT include these items, separate inquiry to the municipality must be made -an inquiry fee may be necessary and it may take up to three weeks to obtain this information from the municipality.

7. Proof of payment of all special assessments, recorded or unrecorded, including but not limited to special assessments arising under Chapter 159 of the Florida Statutes.

8. Taxes for the year 2022 and prior years under the following tax account numbers, are reported to be PAID:
   Account No.: 30-4004-024-0010
   Account No.: 30-4004-000-0282

   (Taxes become a lien on real property January 1 of the year, but are not due and payable until November 1st of the year).

   In the event the document(s) conferring title on the Proposed Insured is filed on or after November 1st of 2023, then we will require that 2023 taxes be paid.

9. Furnish satisfactory written evidence from the tax collector's office that no taxes or other amounts are due or may become due for any prior years resulting from the Value Adjustment Board (VAB) action(s) disclosed on the tax collector's website for Folio Number(s) 30-4004-024-0010 &
   30-4004-000-0282. The Tax Collector has flagged the Land with a Petition Pending or VAB Pending, indicating that additional sums may be owed.

10. Satisfactory survey, in conformity with the minimum technical standards for land surveys, certified to the Company, and/or its agent, dated no more than 90 days prior to the closing of the subject transaction, disclosing the nature and extent of any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title to the Land. Additional requirements and/or exceptions will be made for any such matters disclosed.

11. An Affidavit in form acceptable to Fidelity National Title Insurance Company ("Company") and executed by or on behalf of the current record owner(s) of the subject property stating that: (A) there are no parties in possession of the subject property other than said current record owner(s); (B) there are no encumbrances upon the subject property other than as may be set forth in this Commitment; (C) there are no unrecorded

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AMERICAN LAND TITLE ASSOCIATION

SCHEDULE B, PART I Requirements

assessments which are due and payable and; (D) there have been no improvements made to or upon the subject property within the last ninety (90) day period for which there remain any outstanding and unpaid bills for labor, materials or supplies for which a lien or liens may be claimed must be furnished to the Company, or, in lieu thereof, an exception to those matters set forth in said Affidavit which are inconsistent with or deviate from the foregoing requirements will appear in the policy or policies to be issued pursuant to this Commitment.

12. Satisfaction of the following:

Amended and Restated Mortgage, Assignment of Leases and Rents and Security Agreement by Hoffman Flagler LLC, a Florida limited liability company to Starwood Mortgage Capital LLC a Delaware limited liability company, dated August 5, 2016, recorded August 9, 2016, in Official Records Book 30184, Page 4581 of the Public Records of Miami-Dade County, Florida; Said mortgage subsequently assigned to STARWOOD MORTGAGE FUNDING III LLC, a Delaware limited liability company, by Assignment of Security Instrument filed May 1,2017 in Official Records Book 30515, page 2326, of the Public Records of Miami-Dade County, Florida; and Said mortgage subsequently assigned to WILMINGTON TRUST, NATIONAL ASSOCIATION, AS TRUSTEE FOR MORGAN STANLEY BANK OF AMERICA MERRILL LYNCH TRUST 2016-C30, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2016-C30, AND ON BEHALF OF THE HOLDERS OF ANY RELATED SERVICED SUBORDINATE COMPANION LOAN OR SERVICED COMPANION LOAN by Assignment of Amended and Restated Mortgage, Assignment of Leases and Rents and Security Agreement filed May 17, 2017 in Official Records Book 30537, page 3654, of the Public Records of Miami-Dade County, Florida; and acceptable release of the following collateral security instrument(s):

i. Assignment of Leases and Rents by Hoffman Flagler LLC, a Florida limited liability company to Starwood Mortgage Capital LLC a Delaware limited liability company, dated August 5, 2016, recorded August 9, 2016, in Official Records Book 30184, Page 4614, of the Public Records of Miami-Dade County, Florida. Said Assignment of Leases and Rents subsequently assigned to STARWOOD MORTGAGE FUNDING III LLC, a Delaware limited liability company, by Assignment of Security Instrument filed May 1,2017 in Official Records Book 30515, page 2332, of the Public Records of Miami-Dade County, Florida. Said Assignment of Leases and Rents subsequently assigned to WILMINGTON TRUST, NATIONAL ASSOCIATION, AS TRUSTEE FOR MORGAN STANLEY BANK OF AMERICA MERRILL LYNCH TRUST 2016-C30, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2016-C30, AND ON BEHALF OF THE HOLDERS OF ANY RELATED SERVICED SUBORDINATE COMPANION LOAN OR SERVICED COMPANION LOAN by Assignment of Assignment of Leases and Rents filed May 17, 2017 in Official Records Book 30537, page 3658, of the Public Records of Miami-Dade County, Florida.

ii. UCC-1 Financing Statement of Hoffman Flagler LLC, Debtor, in favor of Starwood Mortgage Capital LLC, Secured Party, recorded August 9, 2016, in Official Records Book 30184, Page 4628, of the Public Records of Miami-Dade County, Florida; and UCC-3 filed in Official Records Book 30515, page 2338 and UCC-3 filed in Official Records Book 30537, page 3662
Note: A Termination of UCC Financing Statement was filed August 24, 2016 in Official Records Book 30203, page 4055.

The original note secured by the aforedescribed mortgage must be produced and cancelled.

13. Record in the public records a release or satisfaction of the following Code Enforcement Violation(s) and/or Lien(s), together with proof, acceptable to the Company, that the source of the violation has been removed:

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Fidelity National Title Insurance Company

SCHEDULE B, PART I Requirements

Code Violation Case No. 20230221782 filed May 24, 2023 in Official Records Book 33720, page 4308, of the Public Records of Miami-Dade County, Florida.

14. Termination of that certain Claim of Lien filed by CITADEL CGC, LLC on March 31, 2023 in Official Records Book 33645, page 3017, and Amended Claim of Lien filed April 26, 2023 in Official Records Book 33679, page 3062, of the Public Records of Miami-Dade County, Florida.

15. We will require proper termination of the following Notice(s) of Commencement in accordance with Florida law and Company underwriting guidelines:

    i. Notice of Commencement filed September 9, 2022 in Official Records Book 33376, page 586.

    ii. Notice of Commencement filed September 9, 2022 in Official Records Book 33376, page 587.

    iii. Notice of Commencement filed September 9, 2022 in Official Records Book 33376, page 588.

    iv. Notice of Commencement filed September 9, 2022 in Official Records Book 33376, page 589.

    To terminate the said Notice(s) of Commencement:

    a. Record a notice of termination, together with a contractor's final payment affidavit (with lien waiver). A separate notice of termination, and contractor's affidavit, is required for each notice of commencement.
    b. Obtain an owner's construction affidavit identifying all parties who gave a notice to owner and all parties who had a direct contract with the owner.
    c. Obtain final waivers/releases from (i) all lienors showing as unpaid in the contractor's final payment affidavit, and (ii) all those who gave a notice to owner or had a direct contract with the owner as listed in the owner's construction affidavit.
    d. Obtain the Company's indemnity agreement signed by the owner/borrower.

    NOTE: If the notice(s) of commencement is being terminated prior to completion of the construction or if the subject transaction exceeds your agency's authorized limits, then approval of a Company State or Regional Underwriter is required.

16. This is a preliminary commitment that requires the review and approval by the state and/or national underwriting office for the company. Accordingly, this commitment is not effective to bind the company until the necessary approval is obtained from the state and/or national underwriting office for the company. The company reserves the right to add additional requirements and/or exceptions as deemed necessary upon said review.

17. For each policy to be issued as identified in Schedule A, Item 2, the Company shall not be liable under this Commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this Commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.

18. The Proposed Policy Amount(s) must be disclosed to the Company, and subject to approval by the Company, entered as the Proposed Policy Amount. An owner's policy should reflect the purchase price or full value of

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SCHEDULE B, PART I Requirements

the Land. A loan policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.

19. Issuing agent must obtain from the Company or perform themselves a title update three (3) business days prior to closing, to verify that no adverse matters or defects appear in the public records.

NOTE: Effective July 1, 2023, the Conveyances to Foreign Entities Act in sections 692.201 - 692.205, Florida Statutes (the "Act"), limits and regulates the purchase, sale and ownership of Florida real property by certain buyers who are associated with "foreign countries of concern," specifically the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro and the Syrian Arab Republic. In connection with the purchase of real property, the Act requires each buyer to provide an affidavit confirming the purchaser is in compliance with the Act. Any loss or damage resulting from a violation of the Act is excluded from coverage under the terms of the Policy.

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SCHEDULE B, PART II Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this form.

2. Standard Exceptions:

   A. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.

   B. Rights or claims of parties in possession not shown by the public records.

   C. Any lien, or right to a lien, for services, labor, or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.

   D. Taxes or assessments which are not shown as existing liens in the public records.

3. Any lien provided by County Ordinance or by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer or gas system supplying the insured land.

4. Taxes and assessments for the year 2023 and subsequent years, which are not yet due and payable.

5. 30 foot road and drainage canal, right of way, as contained on the Plat of RICHARDSON KELLETT COMPANY, recorded in Plat Book 4, Page 100, of the Public Records of Miami-Dade County, Florida. (As to Parcel 2)

6. Restrictions, covenants, conditions and easements as contained on the Plat of F P & L CENTER, recorded in Plat Book 102, Page 10, of the Public Records of Miami-Dade County, Florida. (As to Parcel 1)

7. Traffic Signal Easement in favor of Miami-Dade County, filed June 25, 1987, in Official Records Book 13326, Page 54, of the Public Records of Miami-Dade County, Florida. (As to Parcel 1)

8. Unity of Title filed in Official Records Book 27582, Page 2612, of the Public Records of Miami-Dade County, Florida. (As to Parcels 1 and 2)

9. Declaration of Restrictions filed February 9, 2011 in Official Records Book 27582, Page 2617, of the Public Records of Miami-Dade County, Florida.

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SCHEDULE B, PART II Exceptions

10. Easement in favor of Florida Power & Light Company, filed April 29, 2011 in Official Records Book 27671, Page 2927, of the Public Records of Miami-Dade County, Florida.

11. Easement in favor of FPL Fibernet, LLC, filed April 29, 2011 in Official Records Book 27671, Page 2945, of the Public Records of Miami-Dade County, Florida. (As to Parcels 1 and 2)

12. Covenants, conditions and restrictions set out in that Declaration of Restrictions filed April 28, 2014 in Official Records Book 29127, Page 3782, of the Public Records of Miami-Dade County, Florida. (As to Parcel 1)

13. Terms and provisions of Lease dated May 5, 2016 wherein Tenant is The Florida International University Board of Trustees, a public body corporate of the State of Florida, as evidenced by that document filed June 24, 2016 in Official Records Book 30127, page 83, of the Public Records of Miami-Dade County, Florida.

14. Existing unrecorded leases and all rights thereunder of the lessees and of any person claiming by, through or under the lessees.

NOTE: All recording references in this form shall refer to the public records of Miami-Dade County, Florida, unless otherwise noted.

NOTE: The Company reserves the right to make further requirements and/or exceptions upon its review of the proposed documents creating the estate or interest to be insured or otherwise ascertaining details of the transaction.

NOTE: Exception 1 above shall be deemed deleted as of the time the settlement funds or proceeds of the loan to be secured by the insured mortgage, as applicable, are disbursed by the Company or its authorized agent. Neither the Company nor its agent shall, however, be under any duty to disburse any sum except upon a determination that no such adverse intervening matters have appeared of record or occurred.

NOTES ON STANDARD EXCEPTIONS:
Item 2A will be deleted from the policy upon receipt of an accurate survey of the land acceptable to the Company. Exception will be made for any encroachment, setback line violation, overlap, boundary line dispute or other adverse matter disclosed by the survey.
Items 2B, 2C, and 2D will be deleted from the policy(ies) upon receipt of an affidavit acceptable to the Company, affirming that, except as disclosed therein (i) no parties in possession of the Land exist other than the record owner(s); (ii) no improvements have been made to the Land within 90 days prior to closing which have not have been paid for in full; and (iii) no unpaid taxes or assessments are against the Land which are not shown as existing liens in the public records. Exception will be made for matters disclosed in the affidavit.

NOTE: In accordance with Florida Statutes section 627.4131, please be advised that the insured hereunder may present inquiries, obtain information about coverage, or receive assistance in resolving complaints, by contacting Fidelity National Title Insurance Company, 13800 NW 14th Street, Sunrise, FL 33323; Telephone 954-217-1744.

Searched By: MM, Examined by: Marcia C. Mermelstein, Esq.

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AMERICAN LAND TITLE ASSOCIATION

Fidelity National Title Insurance Company

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 1:

TRACT "A" OF F.P. & L. CENTER, AS RECORDED IN PLAT BOOK 102, AT PAGE 10, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

PARCEL 2:

A PORTION OF TRACT 7, BLOCK 4, OF RICHARDSON-KELLETT COMPANY'S PLAT IN SECTION 4, TOWNSHIP 54 SOUTH, RANGE 40 EAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 4, AT PAGE 100, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; TOGETHER WITH THAT PORTION OF THE NW 1/4 OF THE SE 1/4 OF SECTION 4, TOWNSHIP 54 SOUTH, RANGE 40 EAST, LYING WEST OF SAID TRACT 7, AS DEEDED TO FLORIDA POWER AND LIGHT COMPANY BY THAT CERTAIN WARRANTY DEED DATED APRIL 26TH, 1971 AND RECODED IN OFFICIAL RECORDS BOOK 8275, PAGE 315, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, ALL OF THE ABOVE LYING IN THE SE 1/4 OF SAID SECTION 4, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID TRACT 7; THENCE RUN NORTH 1°54'43" WEST ALONG THE EAST LINE OF SAID TRACT 7 FOR A DISTANCE OF 25.00 FEET; THENCE RUN SOUTH 87°35'46" WEST ALONG A LINE 25.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID TRACT 7 FOR A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREINAFTER TO BE DESCRIBED; THENCE CONTINUE SOUTH 87°35'46" WEST ALONG THE SAID LINE 25.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID TRACT 7 FOR A DISTANCE OF 435.57 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE BEING CONCAVE TO THE NORTHEAST AND HAVING A CENTRAL ANGLE OF 90°29'11" A RADIUS OF 25.00 FEET, FOR AN ARC DISTANCE OF 39.48 FEET TO A POINT OF TANGENCY; ON THE EAST RIGHT OF WAY LINE OF SOUTHWEST 92ND AVENUE AS SHOWN ON THE PLAT OF "F.P.L. CENTER", ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 102, AT PAGE 10, F THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE RUN NORTH 1°55'03" WEST ALONG THE SAID EAST RIGHT OF WAY LINE OF SOUTHWEST 92ND AVENUE FOR A DISTANCE OF 41.67 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE BEING CONCAVE TO THE EAST AND HAVING A CENTRAL ANGLE OF 5°40'53", A RADIUS OF 1130.00 FEET, FOR AN ARC DISTANCE OF 112.05 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 3°45'50" EAST ALONG THE SAID EAST RIGHT OF WAY LINE OF SOUTHWEST 92ND AVENUE FOR A DISTANCE OF 243.56 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, BEING CONCAVE TO THE WEST AND HAVING A CENTRAL ANGLE OF 5°40'53" A RADIUS OF 1270 FEET, FOR AN ARC DISTANCE OF 125.93 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 1°55'03" WEST ALONG THE SAID EAST RIGHT OF WAY LINE SOUTHWEST 92ND AVENUE FOR A DISTANCE OF 59.03 FEET; THENCE RUN NORTH 87°33'36" EAST ALONG A LINE 30.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID TRACT 7 FOR A DISTANCE OF 415.93 FEET; THENCE RUN SOUTH 1°54'43" EAST ALONG A LINE 209.00 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID TRACT 7 FOR A DISTANCE OF 10.00 FEET; THENCE RUN NORTH 87°33'36" EAST ALONG A LINE 40.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID TRACT 7 FOR A DISTANCE OF 9.00 FEET; THENCE RUN SOUTH 1°54'43" EAST ALONG A LINE 200.00 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID TRACT 7 FOR A DISTANCE OF 595.97 FEET TO THE POINT OF BEGINNING; SUBJECT TO 30 FOOT ROAD AND DRAINAGE CANAL, RIGHT OF WAY AS SHOWN ON PLAT OF RICHARDSON-KELLETT COMPANY'S PLAT, SECTION 4, TOWNSHIP 54 SOUTH, RANGE 40 EAST, ACCORDING TO THE PLAT THEREOF

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Exhibit "A"

RECORDED IN PLAT BOOK 4, AT PAGE 100 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

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AMERICAN LAND TITLE ASSOCIATION

Exhibit "E"

Estoppel Letter

_____, 20__

_____
9250 West Flagler Street
Miami, FL 33174

Re: Lease Agreement dated as of _____, 20___, as amended, including by that certain _____reflecting an extension of the term of the Lease Agreement to _____(as amended and supplemented, the "**Agreement**"), between **HOFFMAN FLAGLER LLC, a Florida Limited Liability Company** ("**Seller"**) and_____. **HOFFMAN FLAGLER LLC, a Florida Limited Liability Company** is the "Landlord" under the Agreement and operates, manages and maintains the building ("**Premises**") for, and on behalf of,_____.

Dear Hoffman Flagler, LLC,

I understand and acknowledge that **HOFFMAN FLAGLER LLC, a Florida Limited Liability Company** intends to assign its interest in the Agreement to **MIAMI-DADE COUNTY, a Political Subdivision of the State of Florida** ("**Buyer**"). To the best of my knowledge and belief and as of the date of this letter:

(1) the Agreement represents the entire agreement _____, and _____with respect to the operation of the Premises;

(2) The Facilities, and _____ use and operation thereon and thereof, are subject to all matters that are of record and encumber the Facilities and the land underlying the Facilities.

(3) the Agreement is currently in effect and has not been cancelled, terminated, amended, modified, assigned, or extended (except as set forth above);

(4) There are no uncured breaches or defaults on the part of _____ or **HOFFMAN FLAGLER LLC, a Florida Limited Liability Company**, whether monetary or otherwise, under the Agreement and _____ has not sent to or received from **HOFFMAN FLAGLER LLC, a Florida Limited Liability Company**, any notice of default or breach under the Agreement;

(5) _____ has not sent to or received from **HOFFMAN FLAGLER LLC, a Florida Limited Liability Company**, any notice of default or breach under the Agreement.

The above statements are provided to **HOFFMAN FLAGLER LLC, a Florida Limited Liability Company**, to assist it with the assignment of the Agreement from **HOFFMAN FLAGLER LLC, a Florida Limited Liability Company**, to Buyer, but should not be relied upon by any party. I make these statements with a full reservation of the rights of _____to enforce all terms and conditions of the Agreement, including but not limited to, breaches or defaults that are in existence as of the date hereof but that are not known by me as of the date hereof.

Sincerely,

Exhibit "F"

CFN 2011R0280601
OR Bk 27671 Pgs 2927 - 2944; (18pgs)
RECORDED 04/29/2011 15:56:31
DEED DOC TAX 0.60
SURTAX 0.45
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

Prepared by and return to:
Carlos Megias
Florida Power & Light Company
700 Universe Boulevard LAW/JB
Juno Beach, Florida 33408

EASEMENT
(Corporate)

KNOW ALL MEN BY THESE PRESENTS that **OROT FLAGLER LLC**, a Florida limited liability company of the County of Miami-Dade and State of Florida in consideration of the sum of One Dollar and No Cents ($1.00) and other valuable considerations, receipt of which is hereby acknowledged, does hereby grant to the FLORIDA POWER & LIGHT COMPANY, a corporation organized and existing under the laws of the State of Florida, whose address is P.O. Box 14000, Juno Beach, Florida 33408-0420, and to its successors and assigns (the term "assigns" meaning any person, firm or corporation owning by way of assignment all rights under the Agreement or a portion of such rights with the Grantee or its other assigns retaining and exercising the other rights), a non-exclusive easement forever for a right-of-way, particularly described on Exhibit "A" attached hereto, to be used for the construction, operation and maintenance of one or more overhead and underground electric transmission and distribution lines, including but not limited to, wires, poles, "H" frame structures, towers, cables, conduits, anchors, guys, roads, trails and equipment associated therewith, attachments and appurtenant equipment for communication purposes and one or more pipelines, and appurtenant equipment for the transmission of substances of any kind (all of the foregoing hereinafter referred to as "facilities"), over, under, in, on, upon and across the portion of the lands of the Grantor situated in the County of Miami-Dade and the State of Florida and being more particularly described as follows:

See Exhibit "A" attached hereto and made a part hereof

together with the right and privilege from time to time to reconstruct, inspect, alter, improve, enlarge, add to, change the voltage, as well as the nature or physical characteristics of, replace, remove or relocate such facilities or any part of them upon, across, over or under the above-described right-of-way with all rights and privileges necessary or convenient for the full enjoyment or the use thereof for the herein described purposes, including, but not limited to, the right to cut and keep clear all trees and undergrowth and other obstructions within said right-of-way and on lands of Grantor adjoining said right-of-way that may interfere with the proper construction, operation and maintenance of such facilities or any part of them, the right to mark the location of any underground facilities by above ground and other suitable markers.

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The Grantor, however, reserves the right and privilege to use the above-described right-of-way for parking and such other purposes except as herein granted or as might interfere or be inconsistent with the use, occupation, maintenance or enjoyment thereof by Grantee or its successors or assigns, or as might cause a hazardous condition; provided, however, and by the execution and delivery hereof Grantor so expressly agrees that no portion of the right-of-way shall be excavated, altered, obstructed or improved without the prior written permission of the Grantee, such permission not to be unreasonably withheld or delayed, or its successors or assigns, and no building, well, irrigation system, structure, obstruction or improvement (including any improvements for recreational activities) shall be located, constructed, maintained or operated over, under, upon or across said right-of-way by the Grantor, or the heirs, personal representatives, successors or assigns of Grantor.

By the execution hereof, Grantor covenants that it has the right to convey this easement and that the Grantee and its successors and assigns shall have quiet and peaceful possession, use and enjoyment of this easement and the rights granted hereby.

IN WITNESS WHEREOF, the Grantor has executed this Agreement this 4 day of April, 2011.

Signed, sealed and delivered
in the presence of:

Print Name: Ricardo Fraga

Print Name: Laura Gargani

OROT FLAGLER LLC

By: _____
Signature

Its: MANAGER

Print Name: MANUEL GROSSKOPF

Attest: _____
Its: _____

Print Name: _____

Address: _____

(Corporate Seal)

(Acknowledgment continued on next page.)

ACKNOWLEDGMENT

STATE OF FLORIDA)
)ss:
COUNTY OF MIAMI-DADE)

On this 28 day of April, 2011 before me, the undersigned notary public, personally appeared Manuel Grosskopf, as Manager of (title) ~~and~~ ~~(title)~~, of **OROT FLAGLER LLC**, a Florida limited liability company, personally known to me to be the persons who subscribed to the foregoing instrument or who have produced _____ and _____, respectively as identification, and acknowledged that they executed the same on behalf of said company and that they were duly authorized so to do.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC, STATE OF FLORIDA
Print name: Ricardo Fraga
Commission No.: _____
My Commission Expires: _____

RICARDO L. FRAGA
Notary Public - State of Florida
My Comm. Expires Jun 28, 2013
Commission # DD 902892
Bonded Through National Notary Assn.

Exhibit "A"
To Easement
Legal Description

TRACT "A", F.P.L. CENTER, PB 102-10
F.P.L. EASEMENT NO.1
THIS IS NOT A SURVEY

LEGAL DESCRIPTION:
FPL EASEMENT NO. 1

A STRIP OF LAND BEING A PORTION OF TRACT "A" OF THE F.P.L. CENTER, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 102, PAGE 10 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, LYING IN THE SOUTHWEST ONE-QUARTER OF SECTION 4, TOWNSHIP 54 SOUTH, RANGE 40 EAST, MIAMI-DADE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID TRACT "A"; THENCE SOUTH 3°49'39" EAST ALONG THE WEST LINE OF SAID TRACT "A" FOR A DISTANCE OF 452.56 FEET; THENCE NORTH 86°10'21" EAST, PERPENDICULAR TO THE PREVIOUS COURSE A DISTANCE OF 119.75 FEET TO THE MOST NORTHERLY CORNER OF A ONE STORY BUILDING; THENCE SOUTH 47°27'34" EAST ALONG THE NORTH EASTERLY WALL OF THE SAID BUILDING FOR A DISTANCE OF 5.09 FEET TO THE POINT OF BEGINNING OF A 10.00 FOOT WIDE EASEMENT LYING 5.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE; THENCE NORTH 53°23'04" EAST A DISTANCE OF 28.29 FEET; THENCE NORTH 23°55'52" EAST A DISTANCE OF 11.09 FEET; THENCE NORTH 12°03'13" EAST, A DISTANCE OF 13.60 FEET TO THE CENTER OF AN EXISTING FLORIDA POWER & LIGHT CO. MANHOLE, POINT "A"; THENCE NORTH 11°55'58" WEST A DISTANCE OF 29.41 FEET; THENCE NORTH 2°18'35" EAST A DISTANCE OF 7.20 FEET; THENCE NORTH 15°25'13" WEST A DISTANCE OF 26.42 FEET TO THE POINT OF INTERSECTION WITH THE SOUTHWEST WALL OF A SIX STORY BUILDING HAVING A BEARING OF NORTH 47°45'55" WEST SAID POINT OF INTERSECTION BEING THE POINT OF TERMINATION OF THE FOREGOING CENTERLINE.

TOGETHER WITH;

A 10.00 FOOT WIDE EASEMENT LYING 5.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE; BEGIN AT THE ABOVE DESCRIBED POINT "A"; THENCE NORTH 88°16'18" EAST A DISTANCE OF 10.00 FEET TO POINT "B"; THENCE NORTH 87°13'20" EAST A DISTANCE OF 42.30 FEET TO THE POINT OF INTERSECTION WITH THE SOUTHWEST WALL OF A SIX STORY BUILDING HAVING A BEARING OF NORTH 47°46'02" WEST, SAID POINT OF INTERSECTION BEING THE POINT OF TERMINATION OF THE FOREGOING CENTERLINE.

TOGETHER WITH;

A 20.00 FOOT BY 20.00 EASEMENT LYING 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE; BEGIN AT THE ABOVE DESCRIBED POINT "B"; THENCE SOUTH 88°16'18" WEST FOR A DISTANCE OF 20.00 FEET TO THE POINT OF TERMINATION OF THE FOREGOING CENTERLINE.

THE SIDE LINES OF THIS EASEMENT ARE TO BE LENGTHENED OR SHORTENED AT ANGLE POINTS AND INTERSECTION POINTS TO FORM A CONTIGUOUS STRIP OF LAND ALONG THE ROUTE DESCRIBED AND TO TERMINATE AT THE EASEMENT LINES AS SHOWN ON THE ATTACHED SKETCH.

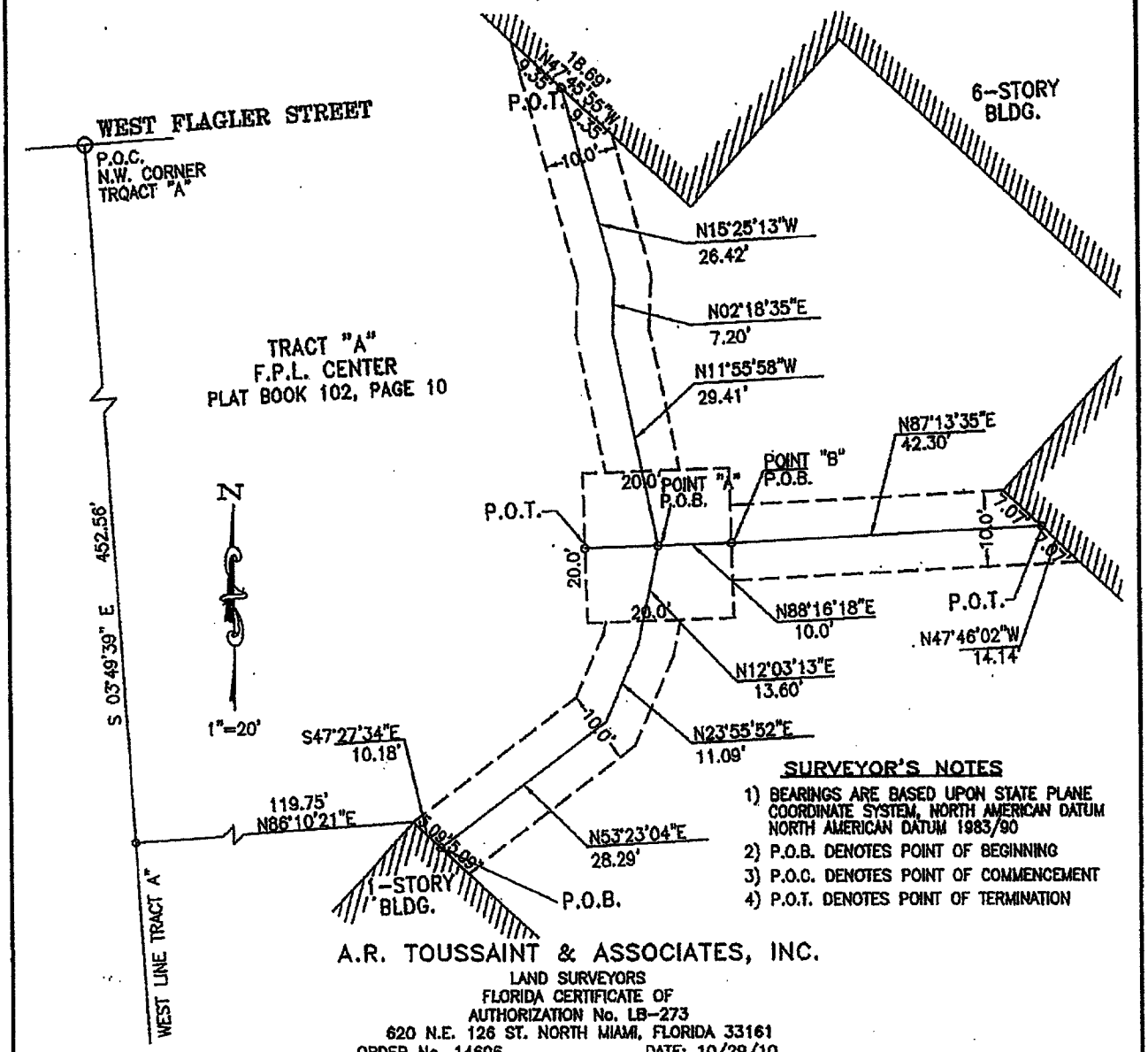
THE INTENT OF THIS EASEMENT IS TO ENCOMPASS THE UNDERGROUND UTILITIES AS MARKED ON THE SURFACE BY F.P.& L CO.

A.R. TOUSSAINT & ASSOCIATES, INC.
LAND SURVEYORS
FLORIDA CERTIFICATE OF
AUTHORIZATION No. LB-273
620 N.E. 126 ST. NORTH MIAMI, FLORIDA 33161
ORDER No. 14606 DATE: 10/29/10

BY:_____PRES.
ALBERT R. TOUSSAINT
PROFESSIONAL SURVEYOR & MAPPER No. 907
PROFESSIONAL ENGINEER No. 8939
STATE OF FLORIDA

SHEET 1 OF 2

TRACT "A", F.P.L. CENTER, PB 102-10
F.P.L. EASEMENT NO.1
THIS IS NOT A SURVEY



SURVEYOR'S NOTES

1) BEARINGS ARE BASED UPON STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM NORTH AMERICAN DATUM 1983/90
2) P.O.B. DENOTES POINT OF BEGINNING
3) P.O.C. DENOTES POINT OF COMMENCEMENT
4) P.O.T. DENOTES POINT OF TERMINATION

A.R. TOUSSAINT & ASSOCIATES, INC.
LAND SURVEYORS
FLORIDA CERTIFICATE OF
AUTHORIZATION No. LB-273
620 N.E. 126 ST. NORTH MIAMI, FLORIDA 33161
ORDER No. 14606 DATE: 10/29/10

BY:_____PRES.
ALBERT R. TOUSSAINT
PROFESSIONAL SURVEYOR & MAPPER No. 907
PROFESSIONAL ENGINEER No. 8939
STATE OF FLORIDA

SHEET 2 OF 2

TRACT "A", F.P.L. CENTER, PB 102-10
F.P.L. EASEMENT NO.2

THIS IS NOT A SURVEY

LEGAL DESCRIPTION:

FPL EASEMENT NO. 2

A STRIP OF LAND BEING A PORTION OF TRACT "A" OF THE F.P.L. CENTER, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 102, PAGE 10 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, LYING IN THE SOUTHWEST ONE-QUARTER OF SECTION 4, TOWNSHIP 54 SOUTH, RANGE 40 EAST, MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID TRACT "A"; THENCE SOUTH 3°49'39" EAST ALONG THE WEST LINE OF SAID TRACT "A" FOR A DISTANCE OF 7.50 FEET TO THE POINT OF BEGINNING OF A 15.00 FOOT WIDE EASEMENT LYING 7.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE; THENCE NORTH 87°31'34" EAST ALONG A LINE 7.5 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF TRACT "A" A DISTANCE OF 115.13 FEET TO POINT "A"; THENCE CONTINUE NORTH 87°31'34" EAST ALONG SAID LINE 7.5 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF TRACT "A" A DISTANCE OF 586.34 FEET TO POINT "B"; THENCE CONTINUE NORTH 87°31'34" EAST ALONG THE LAST DESCRIBED LINE A DISTANCE OF 17.11 FEET TO THE POINT OF INTERSECTION WITH THE EASTERLY LINE OF SAID TRACT "A", SAID POINT OF INTERSECTION BEING THE POINT OF TERMINATION OF THE FOREGOING CENTERLINE AND LOCATED ON A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 25.00 FEET AND A BEARING OF SOUTH 43°05'29" WEST TO THE RADIUS POINT.
TOGETHER WITH;

A 10.00 FOOT WIDE EASEMENT LYING 5.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE; BEGIN AT THE ABOVE DESCRIBED POINT "A"; THENCE SOUTH 4°35'44" WEST A DISTANCE OF 30.50 FEET; THENCE SOUTH 9°11'33" EAST A DISTANCE OF 44.32 FEET; THENCE SOUTH 8°27'12" EAST A DISTANCE OF 55.24 FEET TO THE POINT OF INTERSECTION WITH THE NORTH WALL OF A TWO STORY BUILDING HAVING A BEARING OF NORTH 86°43'52" EAST SAID POINT OF INTERSECTION BEING THE POINT OF TERMINATION OF THE FOREGOING CENTERLINE.
TOGETHER WITH;

A 10.00 FOOT WIDE EASEMENT LYING 5.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE; BEGIN AT THE ABOVE DESCRIBED POINT "B";
THENCE SOUTH 7°28'54" EAST A DISTANCE OF 44.50 FEET;
THENCE SOUTH 1°55'03" EAST A DISTANCE OF 96.00 FEET;
THENCE SOUTH 5°21'07" EAST A DISTANCE OF 50.09 FEET;
THENCE SOUTH 4°12'30" EAST A DISTANCE OF 50.04 FEET;
THENCE SOUTH 2°39'50" EAST A DISTANCE OF 23.00 FEET;
THENCE SOUTH 1°29'38" EAST A DISTANCE OF 27.00 FEET;
THENCE SOUTH 2°29'23" EAST A DISTANCE OF 50.00 FEET;
THENCE SOUTH 0°56'39" WEST A DISTANCE OF 30.04 FEET;
THENCE SOUTH 1°58'19" EAST A DISTANCE OF 42.37 FEET; TO THE CENTER OF AN EXISTING FLORIDA POWER & LIGHT CO. MANHOLE, POINT "C";
THENCE CONTINUE SOUTH 3°57'41" EAST A DISTANCE OF 19.40 FEET;
THENCE SOUTH 1°16'56" EAST A DISTANCE OF 20.56 FEET;

CONTINUED ON SHEET-2

A.R. TOUSSAINT & ASSOCIATES, INC.
LAND SURVEYORS
FLORIDA CERTIFICATE OF
AUTHORIZATION No. LB-273
620 N.E. 126 ST. NORTH MIAMI, FLORIDA 33161
ORDER No. 14606 DATE: 11/02/10

BY:_____PRES.
ALBERT R. TOUSSAINT
PROFESSIONAL SURVEYOR & MAPPER No. 907
PROFESSIONAL ENGINEER No. 8939
STATE OF FLORIDA

TRACT "A", F.P.L. CENTER, PB 102-10
F.P.L. EASEMENT NO.2
THIS IS NOT A SURVEY

LEGAL DESCRIPTION:

FPL EASEMENT NO. 2

THENCE SOUTH 3°20'57" WEST A DISTANCE OF 11.64 FEET;
THENCE SOUTH 0°50'42" EAST A DISTANCE OF 23.05 FEET;
THENCE SOUTH 5°02'41" WEST A DISTANCE OF 7.28 FEET;
THENCE SOUTH 4°49'52" EAST A DISTANCE OF 42.98 FEET;
THENCE SOUTH 15°27'49" EAST A DISTANCE OF 15.19 FEET;
THENCE SOUTH 11°26'06" EAST A DISTANCE OF 19.77 FEET;
THENCE SOUTH 4°25'02" EAST A DISTANCE OF 14.28 FEET;
TO THE CENTER OF AN EXISTING FLORIDA POWER & LIGHT CO. MANHOLE POINT "D";
TOGETHER WITH;

A 10.00 FOOT WIDE EASEMENT LYING 5.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE; BEGIN AT THE ABOVE DESCRIBED POINT "C"; THENCE NORTH 88°04'57" EAST A DISTANCE OF 15.97 FEET TO THE EAST PROPERTY LINE OF SAID TRACT "A" AND TO THE POINT OF TERMINATION OF THE FOREGOING CENTERLINE.
TOGETHER WITH:

A 10.00 FOOT WIDE EASEMENT LYING 5.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE; BEGIN AT THE ABOVE DESCRIBED POINT "C";
THENCE SOUTH 89°35'48" WEST A DISTANCE OF 17.05 FEET;
THENCE SOUTH 87°12'52" WEST A DISTANCE OF 17.49 FEET;
THENCE NORTH 87°24'28" WEST A DISTANCE OF 17.69 FEET;
THENCE SOUTH 80°58'49" WEST A DISTANCE OF 17.03 FEET;
THENCE NORTH 82°39'26" WEST A DISTANCE OF 20.89 FEET;
TO THE CENTER OF AN EXISTING FLORIDA POWER & LIGHT CO. MANHOLE, POINT "E";
THENCE NORTH 88°53'20" WEST A DISTANCE OF 12.89 FEET;
THENCE SOUTH 84°02'03" WEST A DISTANCE OF 13.86 FEET;
THENCE SOUTH 82°00'06" WEST A DISTANCE OF 12.29 FEET;
THENCE SOUTH 79°35'43" WEST A DISTANCE OF 14.89 FEET;
THENCE NORTH 85°46'46" WEST A DISTANCE OF 16.36 FEET TO THE POINT OF INTERSECTION WITH THE EASTERLY WALL OF A SIX STORY BUILDING HAVING A BEARING OF NORTH 42°30'54" EAST SAID POINT OF INTERSECTION BEING THE POINT OF TERMINATION OF THE FOREGOING CENTERLINE.
TOGETHER WITH;

A 10.00 FOOT WIDE EASEMENT LYING 5.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE; BEGIN AT THE ABOVE DESCRIBED POINT "E";
THENCE NORTH 00°00'00" EAST A DISTANCE OF 13.38 FEET;
THENCE NORTH 1°21'03" WEST A DISTANCE OF 11.45 FEET;
THENCE NORTH 39°27'25" WEST A DISTANCE OF 6.73 FEET;
THENCE NORTH 32°37'54" WEST A DISTANCE OF 13.96 FEET;
THENCE NORTH 28°20'16" WEST A DISTANCE OF 12.02 FEET TO THE POINT OF INTERSECTION WITH THE EASTERLY WALL OF A SIX STORY BUILDING HAVING A BEARING OF NORTH 42°30'54" EAST SAID POINT OF INTERSECTION BEING THE POINT OF TERMINATION OF THE FOREGOING CENTERLINE.
TOGETHER WITH;

CONTINUED ON SHEET-3

A.R. TOUSSAINT & ASSOCIATES, INC.
LAND SURVEYORS
FLORIDA CERTIFICATE OF
AUTHORIZATION No. LB-273
620 N.E. 126 ST. NORTH MIAMI, FLORIDA 33161
ORDER No. 14606 DATE: 11/02/10

BY:_____PRES.
ALBERT R. TOUSSAINT
PROFESSIONAL SURVEYOR & MAPPER No. 907
PROFESSIONAL ENGINEER No. 8939
STATE OF FLORIDA

TRACT "A", F.P.L. CENTER, PB 102-10
F.P.L. EASEMENT NO.2
THIS IS NOT A SURVEY

LEGAL DESCRIPTION:

FPL EASEMENT NO. 2

A 10 FOOT WIDE EASEMENT LYING 5.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE; BEGIN AT THE ABOVE DESCRIBED POINT "E";
THENCE SOUTH 21°10'26" WEST A DISTANCE OF 13.57 FEET;
THENCE SOUTH 9°34'25" WEST A DISTANCE OF 11.85 FEET;
THENCE SOUTH 37°46'11" WEST A DISTANCE OF 3.82 FEET;
THENCE SOUTH 56°38'19" WEST A DISTANCE OF 11.60 FEET;
THENCE SOUTH 70°12'57" WEST A DISTANCE OF 35.45 FEET;
THENCE SOUTH 62°28'32" WEST A DISTANCE OF 30.45 FEET;
THENCE SOUTH 65°35'38" WEST A DISTANCE OF 21.37 FEET;
THENCE SOUTH 65°43'26" WEST A DISTANCE OF 24.29 FEET;
THENCE SOUTH 60°32'56" WEST A DISTANCE OF 18.39 FEET;
THENCE SOUTH 46°07'54" WEST A DISTANCE OF 15.04 FEET;
THENCE SOUTH 34°58'40" WEST A DISTANCE OF 15.30 FEET TO THE POINT OF INTERSECTION WITH THE NORTH EASTERLY WALL OF A SIX STORY BUILDING HAVING A BEARING OF SOUTH 47°45'58" EAST, SAID POINT OF INTERSECTION BEING THE POINT OF TERMINATION OF THE FOREGOING CENTERLINE.
TOGETHER WITH;

A 20.00 FOOT WIDE EASEMENT LYING 10.00 FEET ON EACH SIDE OF THE HEREINAFTER TO BE DESCRIBED CENTERLINE: BEGIN AT THE ABOVE DESCRIBED POINT "D"; THENCE NORTH 88°04'57" EAST A DISTANCE OF 8.25 FEET TO THE POINT OF INTERSECTION WITH THE EAST PROPERTY LINE OF SAID TRACT "A" AND THE EASTERLY TERMINUS OF THE FOREGOING CENTERLINE; THENCE SOUTH 88°04'57" WEST FOR A DISTANCE OF 20.00 FEET TO THE WESTERLY TERMINUS OF THE FOREGOING CENTERLINE.
TOGETHER WITH;

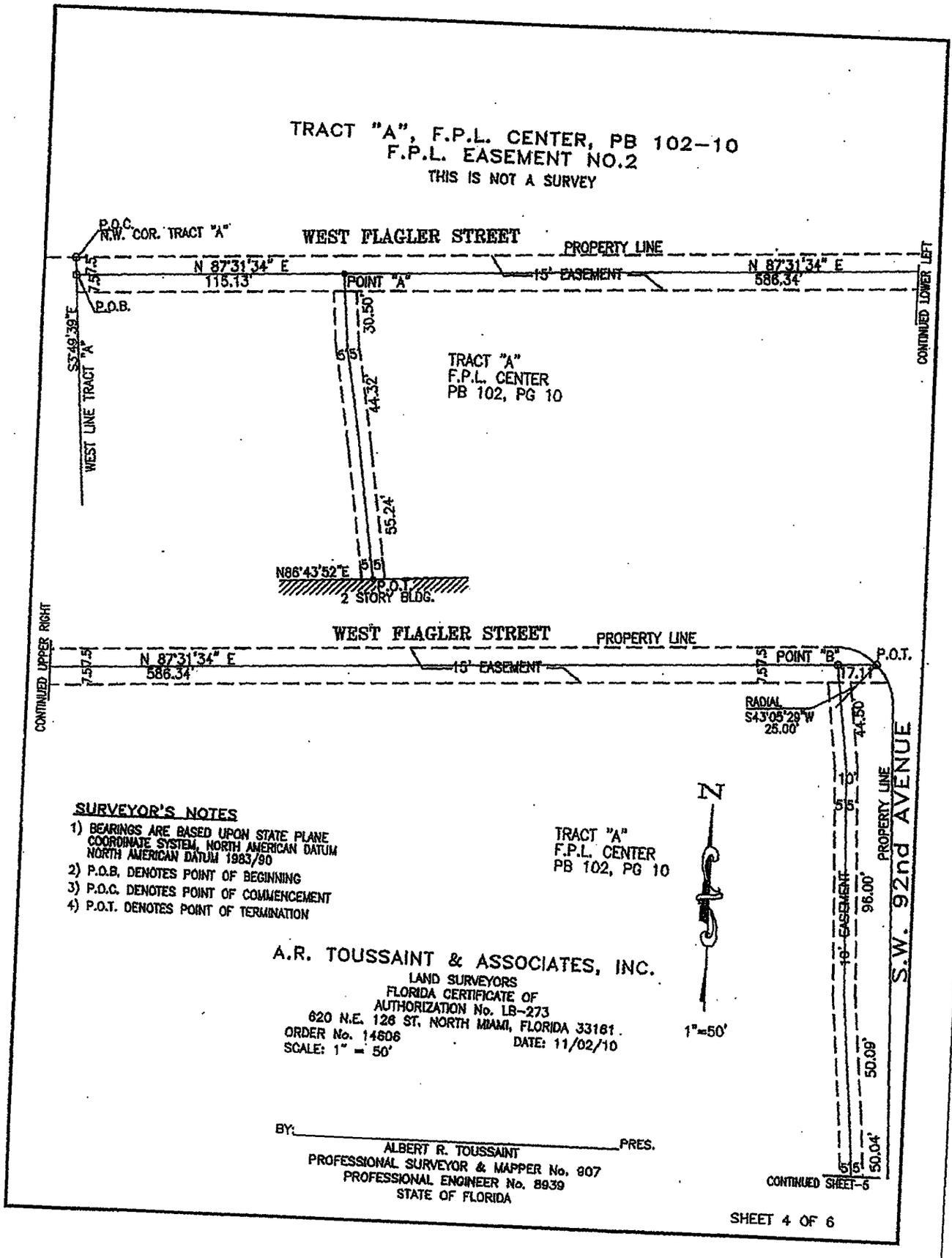
A 20.00 FOOT WIDE EASEMENT LYING 10.00 FEET ON EACH SIDE OF THE HEREINAFTER TO BE DESCRIBED CENTERLINE: BEGIN AT THE ABOVE DESCRIBED POINT "C"; THENCE NORTH 88°04'57" EAST A DISTANCE OF 10.00 FEET TO THE EASTERLY TERMINUS OF THE FOREGOING CENTERLINE; THENCE SOUTH 88°04'57" WEST FOR A DISTANCE OF 20.00 FEET TO THE WESTERLY TERMINUS OF THE FOREGOING CENTERLINE.
TOGETHER WITH;

A 20.00 FOOT WIDE EASEMENT LYING 10.00 FEET ON EACH SIDE OF THE HEREINAFTER TO BE DESCRIBED CENTERLINE: BEGIN AT THE ABOVE DESCRIBED POINT "E"; THENCE NORTH 88°04'57" EAST A DISTANCE OF 10.00 FEET TO THE EASTERLY TERMINUS OF THE FOREGOING CENTERLINE; THENCE SOUTH 88°04'57" WEST FOR A DISTANCE OF 20.00 FEET TO THE WESTERLY TERMINUS OF THE FOREGOING CENTERLINE.

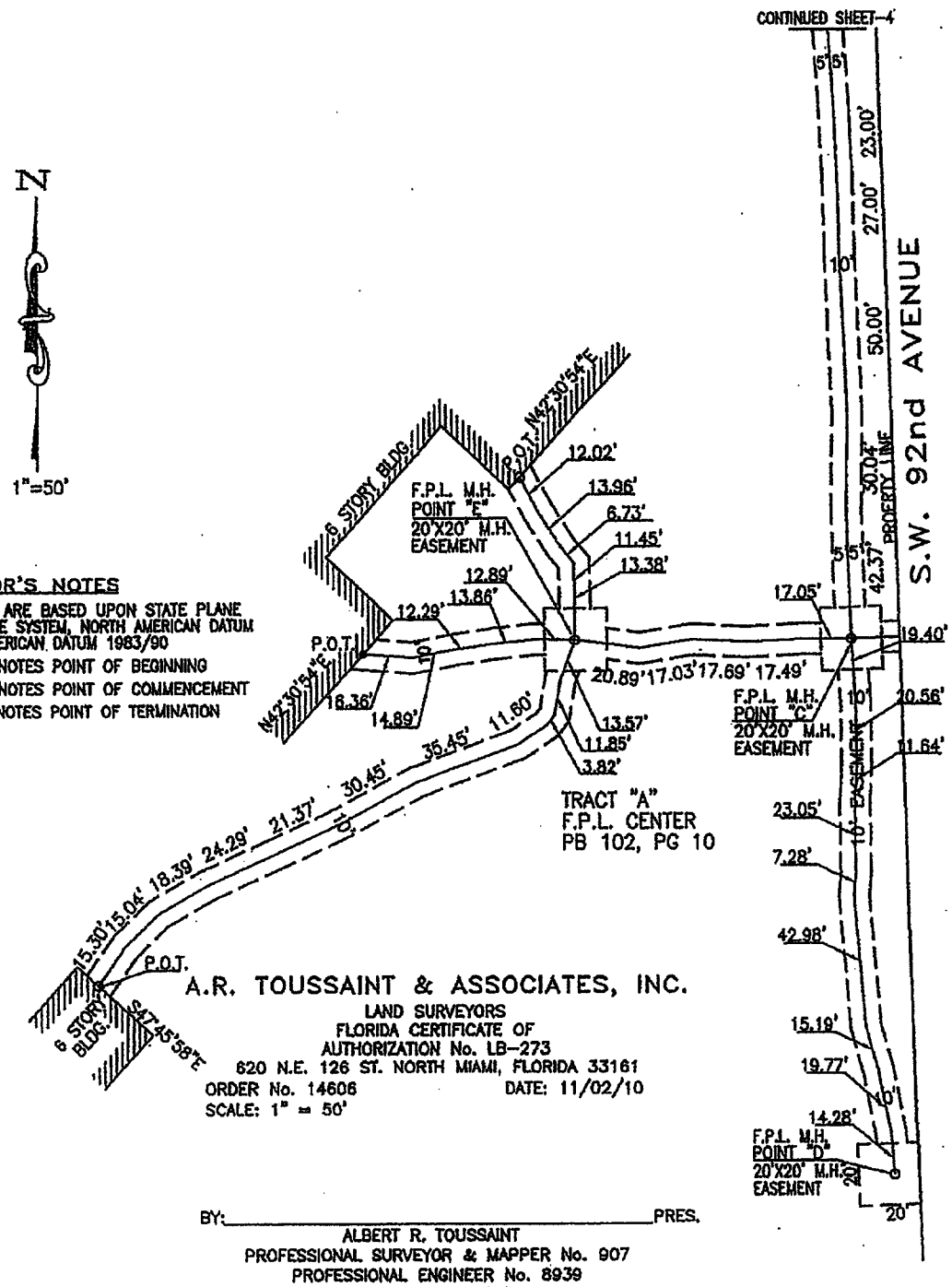
THE SIDE LINES OF THIS EASEMENT ARE TO BE LENGTHENED OR SHORTENED AT ANGLE POINTS AND INTERSECTION POINTS TO FORM A CONTIGUOUS STRIP OF LAND ALONG THE ROUTE DESCRIBED AND TO TERMINATE AT THE EASEMENT LINE AS SHOWN ON THE ATTACHED SKETCH.
THE INTENT OF THIS EASEMENT IS TO ENCOMPASS THE UNDERGROUND UTILITIES AS MARKED ON THE SURFACE BY THE F.P.&L CO.

A.R. TOUSSAINT & ASSOCIATES, INC.
LAND SURVEYORS
FLORIDA CERTIFICATE OF
AUTHORIZATION No. LB-273
620 N.E. 126 ST. NORTH MIAMI, FLORIDA 33161
ORDER No. 14606 DATE: 11/02/10

BY:_____PRES.
ALBERT R. TOUSSAINT
PROFESSIONAL SURVEYOR & MAPPER No. 907
PROFESSIONAL ENGINEER No. 8939
STATE OF FLORIDA


TRACT "A", F.P.L. CENTER, PB 102-10
F.P.L. EASEMENT NO.2
THIS IS NOT A SURVEY
P.O.C.
N.W. COR. TRACT "A"
WEST FLAGLER STREET
PROPERTY LINE
N 87°31'34" E
115.13'
POINT "A"
15' EASEMENT
N 87°31'34" E
586.34'
CONTINUED LOWER LEFT
P.O.B.
S3°49'39"E
WEST LINE TRACT "A"
30.50'
TRACT "A"
F.P.L. CENTER
PB 102, PG 10
44.32'
55.24'
N86°43'52"E
P.O.T.
2 STORY BLDG.
CONTINUED UPPER RIGHT
WEST FLAGLER STREET
PROPERTY LINE
N 87°31'34" E
586.34'
15' EASEMENT
POINT "B"
P.O.T.
RADIAL
S43°05'29"W
25.00'
44.50'
10'
PROPERTY LINE
10' EASEMENT
96.00'
50.09'
50.04'
S.W. 92nd AVENUE
CONTINUED SHEET-5
SURVEYOR'S NOTES
1) BEARINGS ARE BASED UPON STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM NORTH AMERICAN DATUM 1983/90
2) P.O.B. DENOTES POINT OF BEGINNING
3) P.O.C. DENOTES POINT OF COMMENCEMENT
4) P.O.T. DENOTES POINT OF TERMINATION
TRACT "A"
F.P.L. CENTER
PB 102, PG 10
N
1"=50'
A.R. TOUSSAINT & ASSOCIATES, INC.
LAND SURVEYORS
FLORIDA CERTIFICATE OF
AUTHORIZATION No. LB-273
620 N.E. 126 ST. NORTH MIAMI, FLORIDA 33161
ORDER No. 14606
SCALE: 1" = 50'
DATE: 11/02/10
BY:
PRES.
ALBERT R. TOUSSAINT
PROFESSIONAL SURVEYOR & MAPPER No. 907
PROFESSIONAL ENGINEER No. 8939
STATE OF FLORIDA
SHEET 4 OF 6

TRACT "A", F.P.L. CENTER, PB 102–10
F.P.L. EASEMENT NO.2
THIS IS NOT A SURVEY



SURVEYOR'S NOTES

1) BEARINGS ARE BASED UPON STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM NORTH AMERICAN DATUM 1983/90
2) P.O.B. DENOTES POINT OF BEGINNING
3) P.O.C. DENOTES POINT OF COMMENCEMENT
4) P.O.T. DENOTES POINT OF TERMINATION

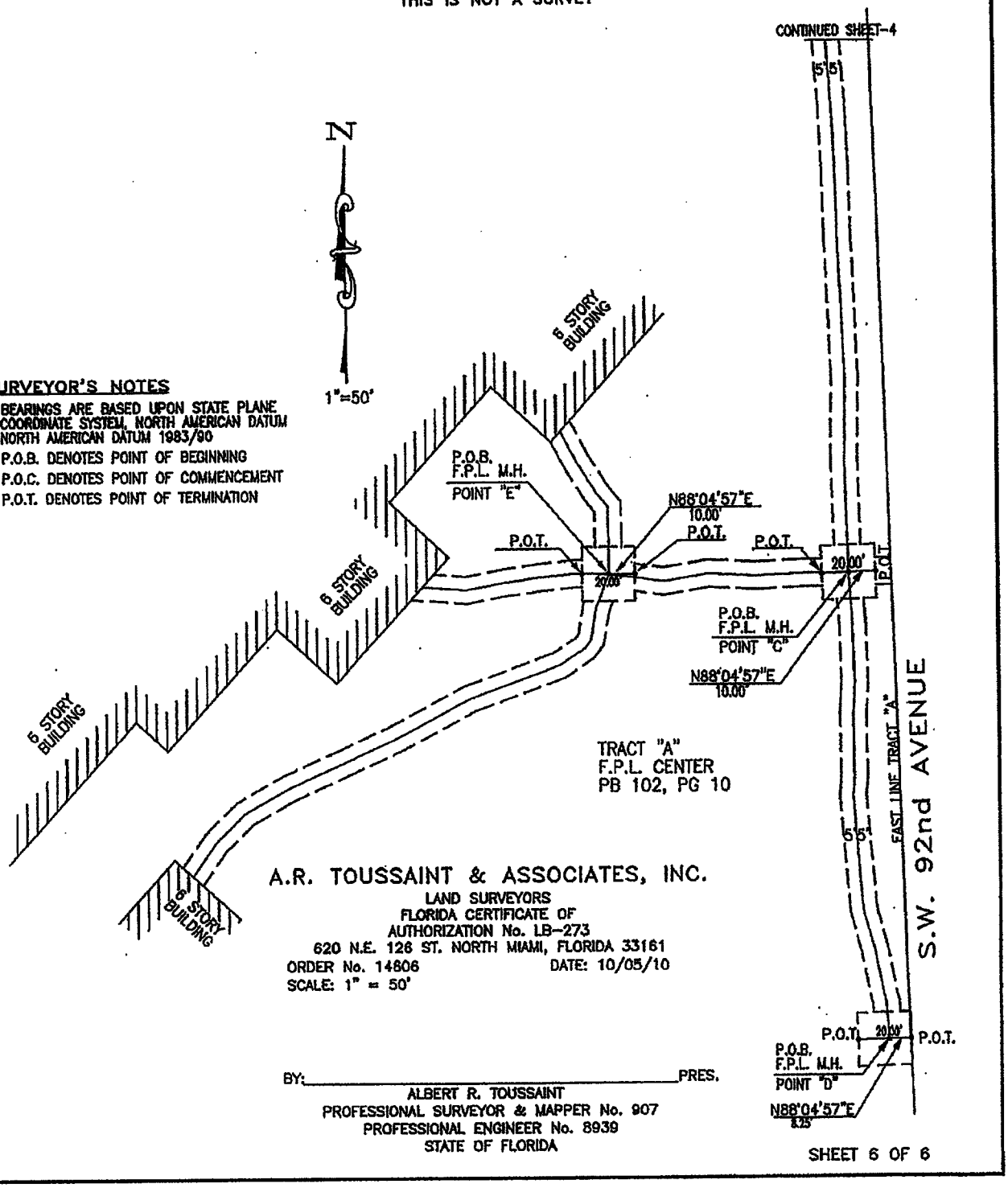
A.R. TOUSSAINT & ASSOCIATES, INC.
LAND SURVEYORS
FLORIDA CERTIFICATE OF
AUTHORIZATION No. LB–273
620 N.E. 126 ST. NORTH MIAMI, FLORIDA 33161
ORDER No. 14606 DATE: 11/02/10
SCALE: 1" = 50'

BY:_____PRES.
ALBERT R. TOUSSAINT
PROFESSIONAL SURVEYOR & MAPPER No. 907
PROFESSIONAL ENGINEER No. 8939
STATE OF FLORIDA

SHEET 5 OF 6

TRACT "A", F.P.L. CENTER, PB 102-10
F.P.L. EASEMENT NO.2

THIS IS NOT A SURVEY



SURVEYOR'S NOTES

1) BEARINGS ARE BASED UPON STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM NORTH AMERICAN DATUM 1983/90
2) P.O.B. DENOTES POINT OF BEGINNING
3) P.O.C. DENOTES POINT OF COMMENCEMENT
4) P.O.T. DENOTES POINT OF TERMINATION

A.R. TOUSSAINT & ASSOCIATES, INC.
LAND SURVEYORS
FLORIDA CERTIFICATE OF
AUTHORIZATION No. LB-273
620 N.E. 126 ST. NORTH MIAMI, FLORIDA 33161

ORDER No. 14606 DATE: 10/05/10
SCALE: 1" = 50'

BY:_____PRES.
ALBERT R. TOUSSAINT
PROFESSIONAL SURVEYOR & MAPPER No. 907
PROFESSIONAL ENGINEER No. 8939
STATE OF FLORIDA

SHEET 6 OF 6

EASEMENT LEGAL DESCRIPTION AND SKETCH TO ACCOMPANY LEGAL DESCRIPTION

THIS IS NOT A SURVEY

FPL EASEMENT NO. 3

LEGAL DESCRIPTION:

F.P.L. EASEMENT NO. 3

A PORTION OF TRACT "A" OF THE F.P.L. CENTER, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 102, PAGE 10 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, LYING IN THE SOUTHWEST ONE-QUARTER OF SECTION 4, TOWNSHIP 54 SOUTH, RANGE 40 EAST, MIAMI-DADE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID "TRACT A"; THENCE NORTH 87°36'49" EAST ALONG THE SOUTH LINE OF SAID TRACT "A" A DISTANCE OF 624.10 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT, SAID POINT BEING THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE BEING CONCAVE TO THE NORTHWEST AND HAVING A CENTRAL ANGLE OF 89°31'52", A RADIUS OF 25.00 FEET , FOR AN ARC DISTANCE OF 39.07 FEET TO A POINT OF TANGENCY; THENCE NORTH 1°55'03", WEST ALONG THE EAST PROPERTY LINE OF SAID TRACT "A" FOR A DISTANCE OF 37.68 FEET; THENCE NORTHERLY ALONG A CIRCULAR CURVE TO THE RIGHT BEING CONCAVE TO THE EAST HAVING A CENTRAL ANGLE OF 4°33'21" , A RADIUS OF 1200.00 FEET AND AN ARC DISTANCE OF 95.42 FEET, A RADIAL BEARING TO THE RADIUS POINT OF SOUTH 87°21'42" EAST; THENCE SOUTH 43°03'22" WEST A DISTANCE OF 224.85 FEET TO A POINT ON THE SOUTH PROPERTY LINE OF SAID TRACT "A"; THENCE NORTH 87°36'49" EAST A DISTANCE OF 130.33 FEET TO THE POINT OF BEGINNING.

A.R. TOUSSAINT & ASSOCIATES, INC.
LAND SURVEYORS
FLORIDA CERTIFICATE OF AUTHORIZATION No. LB-273
620 N.E. 126 ST. NORTH MIAMI, FLORIDA 33161
ORDER No. 14606 DATE: 10/05/10, REVISED: 11/01/10

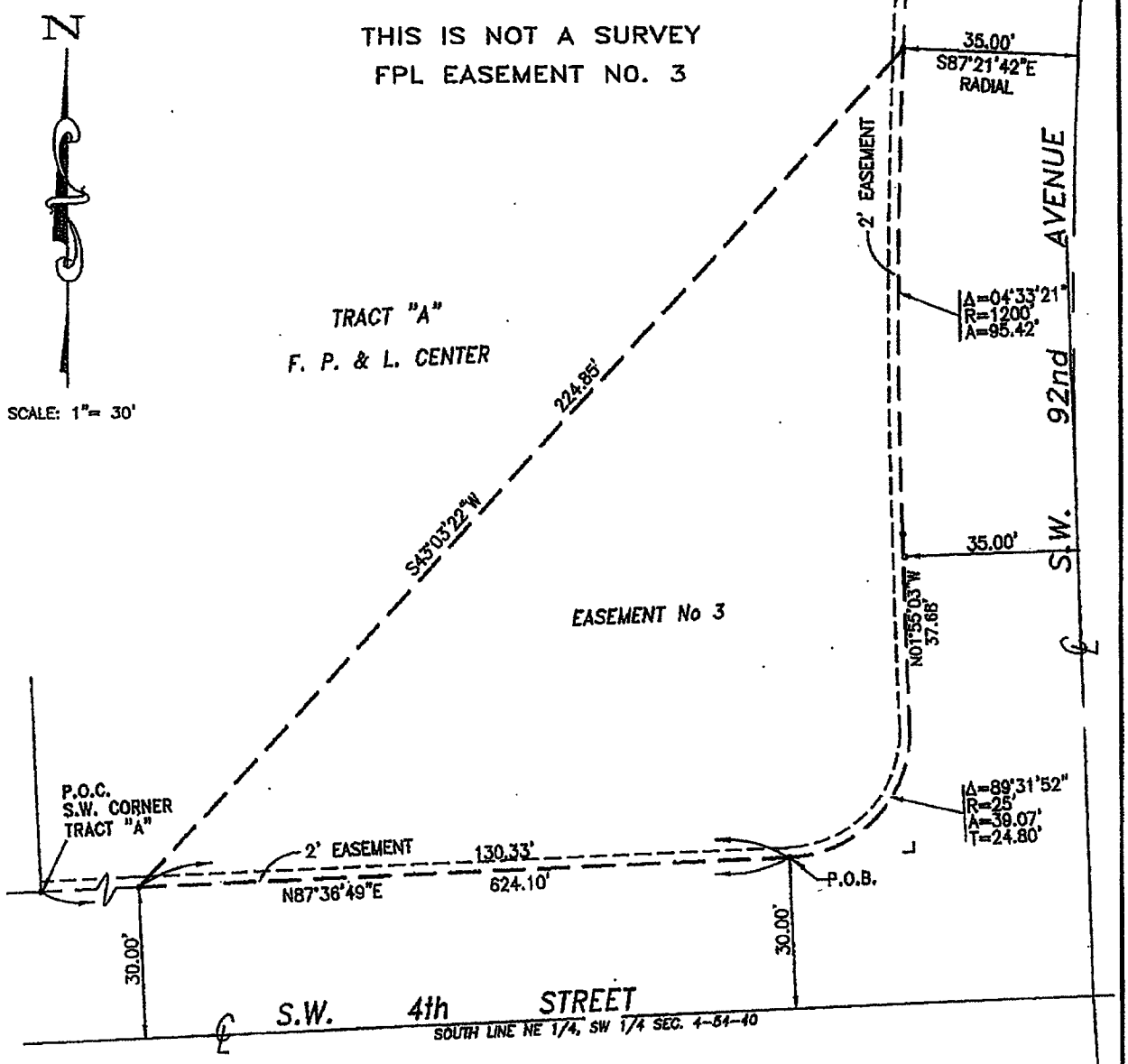
BY:_____PRES.
ALBERT R. TOUSSAINT
PROFESSIONAL SURVEYOR & MAPPER No. 907
PROFESSIONAL ENGINEER No. 8939
STATE OF FLORIDA

SHEET 1 OF 2

EASEMENT LEGAL DESCRIPTION AND SKETCH TO ACCOMPANY LEGAL DESCRIPTION

THIS IS NOT A SURVEY

FPL EASEMENT NO. 3



A.R. TOUSSAINT & ASSOCIATES, INC.
LAND SURVEYORS
FLORIDA CERTIFICATE OF
AUTHORIZATION No. LB-273
620 N.E. 126 ST. NORTH MIAMI, FLORIDA 33161

ORDER No. 14606 DATE: 10/05/10, REVISED: 11/01/10

BY:_____PRES.

ALBERT R. TOUSSAINT
PROFESSIONAL SURVEYOR & MAPPER No. 907
PROFESSIONAL ENGINEER No. 8939
STATE OF FLORIDA

SHEET 2 OF 2

TRACT "7", BLOCK 4, RICHARDSON-KELLET COMPANY'S PLAT, PB 4-100
& A PORTION OF THE NW 1/4 OF THE SE 1/4 OF SEC. 4-56-40
F.P.L EASEMENT NO.4

THIS IS NOT A SURVEY

LEGAL DESCRIPTION:

F.P.L. EASEMENT NO. 4

A PORTION OF TRACT 7, BLOCK 4, OF RICHARDSON-KELLET COMPANY'S PLAT IN SECTION 4, TOWNSHIP 54 SOUTH, RANGE 40 EAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 4, AT PAGE 100 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; TOGETHER WITH THAT PORTION OF THE NW ¼ OF THE SE ¼ OF SECTION 4, TOWNSHIP 54 SOUTH, RANGE 40 EAST, LYING WEST OF SAID TRACT 7, AS DEEDED TO FLORIDA POWER AND LIGHT COMPANY BY THAT CERTAIN WARRANTY DEED DATED APRIL 26TH, 1971 AND RECORDED IN OFFICIAL RECORDS BOOK 8275, PAGE 315 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, ALL OF THE ABOVE LYING IN THE SE ¼ OF SAID SECTION 4, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID TRACT 7; THENCE RUN NORTH 1°54'43" WEST ALONG THE EAST LINE OF SAID TRACT 7 FOR A DISTANCE OF 25.00 FEET; THENCE RUN SOUTH 87°35'46" WEST ALONG A LINE 25.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID TRACT 7 FOR A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREINAFTER TO BE DESCRIBED; THENCE CONTINUE SOUTH 87°35'46" WEST ALONG THE SAID LINE 25.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID TRACT 7 FOR A DISTANCE OF 435.57 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE BEING CONCAVE TO THE NORTHEAST AND HAVING A CENTRAL ANGLE OF 90°29'11" A RADIUS OF 25.00 FEET, FOR AN ARC DISTANCE OF 39.48 FEET TO A POINT OF TANGENCY; ON THE EAST RIGHT OF WAY LINE OF SOUTHWEST 92ND AVENUE AS SHOWN ON THE PLAT OF "F.P.L CENTER" ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 102 AT PAGE 10 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE RUN NORTH 1°55'03" WEST ALONG THE SAID EAST RIGHT OF WAY LINE OF SOUTHWEST 92ND AVENUE FOR A DISTANCE OF 41.67 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, BEING CONCAVE TO THE EAST AND HAVING A CENTRAL ANGLE OF 5°40'53", A RADIUS OF 1130.00 FEET, FOR AN ARC DISTANCE OF 112.05 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 3°45'50" EAST ALONG THE SAID EAST RIGHT OF WAY LINE OF SOUTHWEST 92ND AVENUE FOR A DISTANCE OF 243.56 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, BEING CONCAVE TO THE WEST AND HAVING A CENTRAL ANGLE OF 5°40'53" A RADIUS OF 1270 FEET, FOR AN ARC DISTANCE OF 125.93 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 1°55'03" WEST ALONG THE SAID EAST RIGHT OF WAY LINE OF SOUTHWEST 92ND AVENUE FOR A DISTANCE OF 59.03 FEET; THENCE RUN NORTH 87°33'36" EAST ALONG A LINE 30.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID TRACT 7 FOR A DISTANCE OF 55.00 FEET;

CONTINUED ON SHEET-2

A.R. TOUSSAINT & ASSOCIATES, INC.
LAND SURVEYORS
FLORIDA CERTIFICATE OF
AUTHORIZATION No. LB-273
620 N.E. 126 ST. NORTH MIAMI, FLORIDA 33161
ORDER No. 14606 DATE: 11/03/10

BY:_____PRES.
ALBERT R. TOUSSAINT
PROFESSIONAL SURVEYOR & MAPPER No. 907
PROFESSIONAL ENGINEER No. 8939
STATE OF FLORIDA

TRACT "7", BLOCK 4, RICHARDSON-KELLET COMPANY'S PLAT, PB 4-100
& A PORTION OF THE NW 1/4 OF THE SE 1/4 OF SEC. 4-56-40
F.P.L EASEMENT NO.4
THIS IS NOT A SURVEY

THENCE SOUTH 6°49'06" WEST A DISTANCE OF 130.81 FEET;
THENCE SOUTH 0°52'40" EAST A DISTANCE OF 202.26 FEET;
THENCE NORTH 41°34'50" EAST A DISTANCE OF 132.73 FEET;
THENCE NORTH 3°09'48" WEST A DISTANCE OF 61.84 FEET;
THENCE SOUTH 88°26'11" WEST A DISTANCE OF 28.70 FEET;
THENCE NORTH 1°33'49" WEST A DISTANCE OF 15.00 FEET;
THENCE NORTH 88°26'11" EAST A DISTANCE OF 28.70 FEET;
THENCE NORTH 0°02'10" EAST A DISTANCE OF 159.17 FEET POINT "A";
THENCE NORTH 87°33'36" EAST A DISTANCE OF 288.91 FEET;
THENCE SOUTH 1°54'43" EAST A DISTANCE OF 10.00 FEET;
THENCE NORTH 87°33'36" EAST A DISTANCE OF 9.00 FEET;
THENCE SOUTH 1°54'43" EAST A DISTANCE OF 195.61 FEET;
THENCE SOUTH 41°20'18" WEST A DISTANCE OF 287.61 FEET;
THENCE SOUTH 48°39'42" EAST A DISTANCE OF 25.00 FEET;
THENCE SOUTH 41°20'18" WEST A DISTANCE OF 15.00 FEET;
THENCE NORTH 48°39'42" WEST A DISTANCE OF 25.00 FEET;
THENCE SOUTH 41°20'18" WEST A DISTANCE OF 60.20 FEET;
THENCE SOUTH 2°32'25" EAST A DISTANCE OF 121.11 FEET;
THENCE NORTH 87°35'46" EAST A DISTANCE OF 247.27 FEET;
THENCE SOUTH 1°54'43" EAST A DISTANCE OF 17.00 FEET;
TO THE POINT OF BEGINNING:

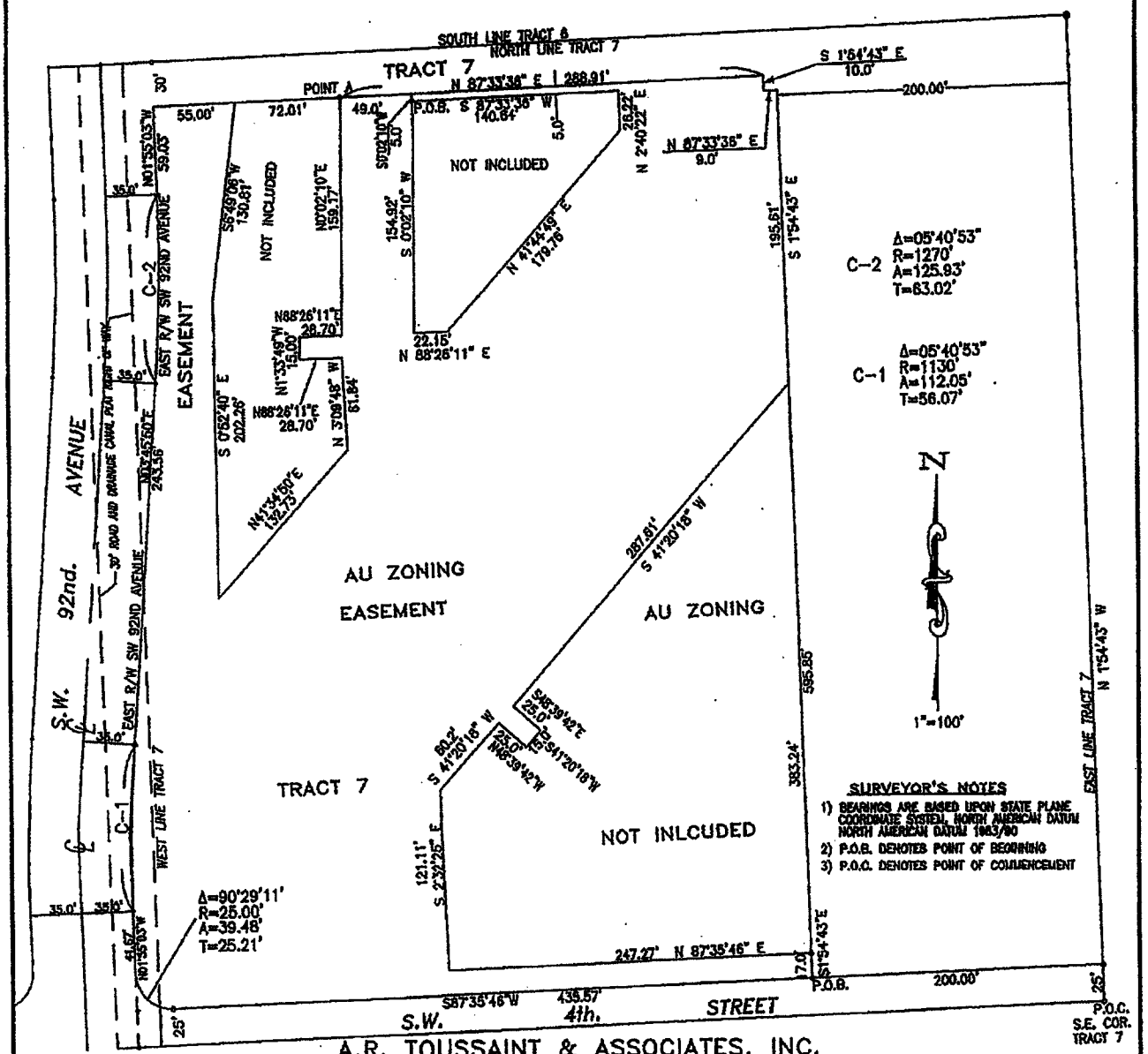
LESS THE FOLLOWING DESCRIBED INTERIOR PARCEL:
COMMENCE AT THE ABOVE DESCRIBED POINT "A"; THENCE NORTH 87°33'36" EAST ALONG THE LINE 30.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID TRACT 7 FOR A DISTANCE OF 49.00 FEET; THENCE SOUTH 0°02'10" WEST A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING OF THE LESS OUT INTERIOR PARCEL; THENCE CONTINUE SOUTH 0°02'10" WEST A DISTANCE OF 154.92 FEET; THENCE NORTH 88°26'11" EAST A DISTANCE OF 22.15 FEET; THENCE NORTH 41°44'49" EAST A DISTANCE OF 179.76 FEET; THENCE NORTH 2°40'22" EAST A DISTANCE OF 26.22 FEET; THENCE SOUTH 87°33'36" WEST A DISTANCE OF 140.64 FEET TO THE POINT OF BEGINNING OF THE SAID LESS OUT INTERIOR PARCEL.

A.R. TOUSSAINT & ASSOCIATES, INC.
LAND SURVEYORS
FLORIDA CERTIFICATE OF
AUTHORIZATION No. LB-273
620 N.E. 126 ST. NORTH MIAMI, FLORIDA 33161
ORDER No. 14606 DATE: 11/03/10

BY:_____PRES.
ALBERT R. TOUSSAINT
PROFESSIONAL SURVEYOR & MAPPER No. 907
PROFESSIONAL ENGINEER No. 8939
STATE OF FLORIDA

SHEET 2 OF 3

TRACT "7", BLOCK 4, RICHARDSON-KELLET COMPANY'S PLAT, PB 4-100
& A PORTION OF THE NW 1/4 OF THE SE 1/4 OF SEC. 4-56-40
F.P.L EASEMENT NO.4
THIS IS NOT A SURVEY



A.R. TOUSSAINT & ASSOCIATES, INC.
LAND SURVEYORS
FLORIDA CERTIFICATE OF
AUTHORIZATION No. LB-273
820 N.E. 126 ST. NORTH MIAMI, FLORIDA 33161
ORDER No. 14606 DATE: 11/03/10
SCALE: 1" = 100'

BY:_____PRES.
ALBERT R. TOUSSAINT
PROFESSIONAL SURVEYOR & MAPPER No. 907
PROFESSIONAL ENGINEER No. 8939
STATE OF FLORIDA

SHEET 3 OF 3

TRACT "A", F.P.L. CENTER, PB 102-10
F.P.L. EASEMENT NO.5
THIS IS NOT A SURVEY

LEGAL DESCRIPTION:

F.P.L. EASEMENT NO. 5

A PORTION OF THE NORTHWEST ¼ OF THE SOUTHWEST ¼, OF THE SOUTHEAST ¼ OF SECTION 4, TOWNSHIP 54 SOUTH, RANGE 40 EAST, MIAMI-DADE COUNTY, FLORIDA LESS THE WEST 35.00 FEET THEREOF: BEING MORE PARTICULARLY DESCRIBED:

THE EAST 15.00 FEET OF THE WEST 50 FEET OF THE NORTHWEST ¼, OF THE SOUTHWEST ¼, OF THE SOUTHEAST ¼ OF SAID SECTION 4;

TOGETHER WITH:
THE NORTH 40.00 FEET OF THE NORTHWEST ¼, OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF THE SAID SECTION 4, LESS THE WEST 50.00 FEET THEREOF;

TOGETHER WITH:
THE SOUTH 40.00 FEET OF THE NORTH 80.00 FEET OF THE EAST 15.00 FEET OF THE WEST 230.00 FEET OF THE NORTHWEST ¼, OF THE SOUTHWEST ¼, OF THE SOUTHEAST ¼, OF THE SAID SECTION 4.

TOGETHER WITH:
THE SOUTH 40.00 FEET OF THE NORTH 80.00 FEET OF THE EAST 15.00 FEET OF THE WEST 396.00 FEET, OF THE NORTHWEST ¼, OF THE SOUTHWEST ¼, OF THE SOUTHEAST ¼, OF THE SAID SECTION 4.

TOGETHER WITH:
THE SOUTH 40.00 FEET OF THE NORTH 80.00 FEET OF THE EAST 15.00 FEET OF THE WEST 536.00 FEET OF THE NORTHWEST ¼, OF THE SOUTHWEST ¼, OF THE SOUTHEAST ¼, OF THE SAID SECTION 4.

TOGETHER WITH:
A PORTION OF THE NORTHWEST ¼, OF THE SOUTHWEST ¼, OF THE SOUTHEAST ¼ OF THE SAID SECTION 4; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

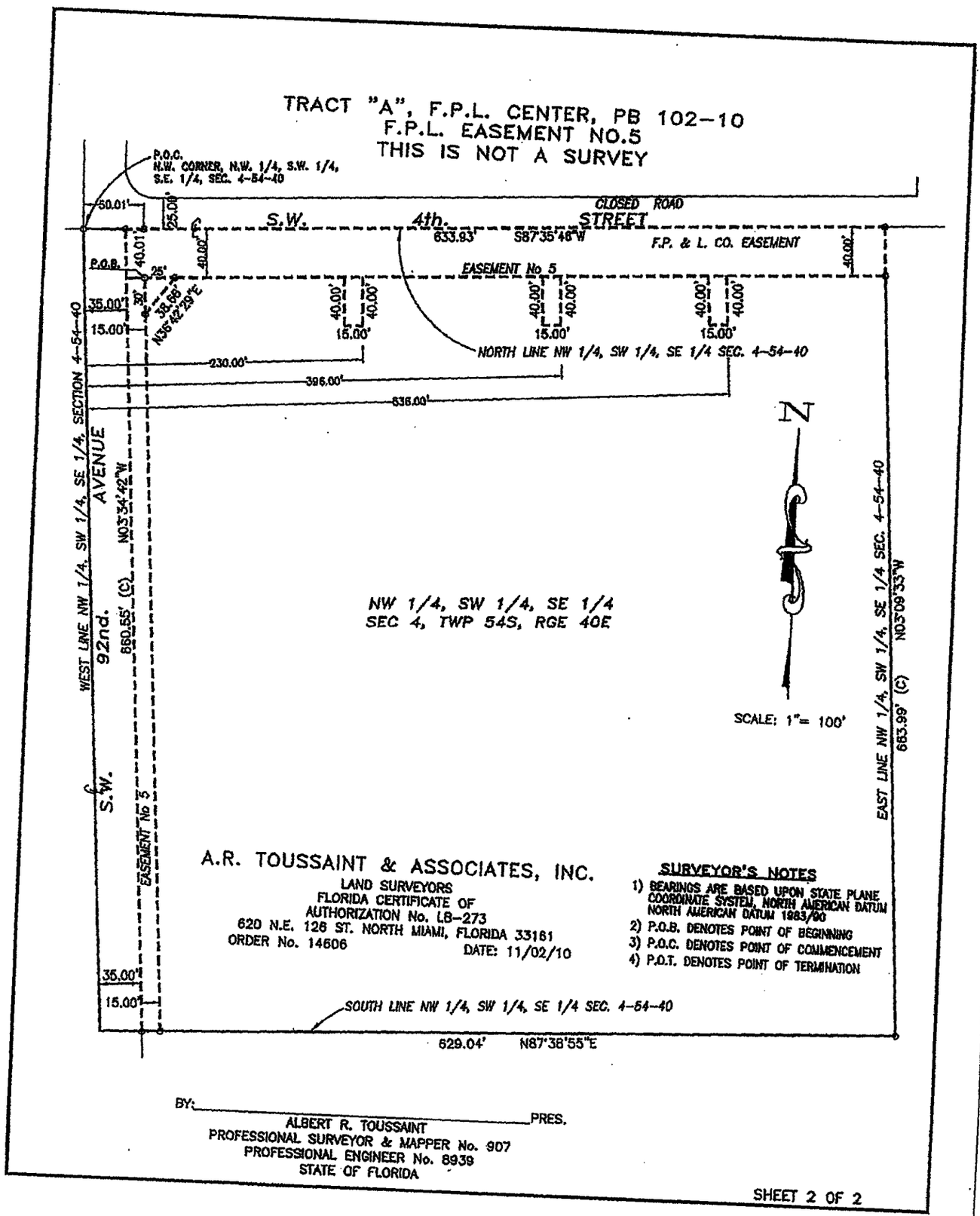
COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST ¼, OF THE SOUTHWEST ¼, OF THE SOUTHEAST ¼ OF SECTION 4, TOWNSHIP 54 SOUTH, RANGE 40 EAST; THENCE RUN NORTH 87°35'46 EAST ALONG THE NORTH LINE OF THE NORTHWEST ¼,OF THE SOUTHWEST ¼, OF THE SOUTHEAST ¼, OF THE SAID SECTION 4 FOR A DISTANCE OF 50.01 FEET; THENCE RUN SOUTH 3°34'42" EAST ALONG A LINE 50.00 FEET EAST OF AND PARALLEL TO THE WEST LINE THE NORTHWEST ¼, OF THE SOUTHWEST ¼, OF THE SOUTHEAST ¼ ,OF THE SAID SECTION 4 FOR A DISTANCE 40.01 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 3°34'42" EAST FOR A DISTANCE OF 30.00 FEET; THENCE NORTH 36°42'29" EAST FOR A DISTANCE OF 38.66 FEET; THENCE SOUTH 87°35'46"WEST ALONG THE SOUTH LINE OF THE NORTH 40.00 FEET OF THE NORTHWEST ¼, OF THE SOUTHWEST ¼, OF THE SOUTHEAST ¼ OF THE SAID SECTION 4 FOR A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING.

A.R. TOUSSAINT & ASSOCIATES, INC.
LAND SURVEYORS
FLORIDA CERTIFICATE OF
AUTHORIZATION No. LB-273
620 N.E. 126 ST. NORTH MIAMI, FLORIDA 33161
ORDER No. 14606 DATE: 11/02/10

BY:_____PRES.
ALBERT R. TOUSSAINT
PROFESSIONAL SURVEYOR & MAPPER No. 907
PROFESSIONAL ENGINEER No. 8939
STATE OF FLORIDA

SHEET 1 OF 2

TRACT "A", F.P.L. CENTER, PB 102-10
F.P.L. EASEMENT NO.5
THIS IS NOT A SURVEY



A.R. TOUSSAINT & ASSOCIATES, INC.
LAND SURVEYORS
FLORIDA CERTIFICATE OF
AUTHORIZATION No. LB-273
620 N.E. 126 ST. NORTH MIAMI, FLORIDA 33161
ORDER No. 14606 DATE: 11/02/10

SURVEYOR'S NOTES
1) BEARINGS ARE BASED UPON STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM NORTH AMERICAN DATUM 1983/90
2) P.O.B. DENOTES POINT OF BEGINNING
3) P.O.C. DENOTES POINT OF COMMENCEMENT
4) P.O.T. DENOTES POINT OF TERMINATION

BY:_____PRES.
ALBERT R. TOUSSAINT
PROFESSIONAL SURVEYOR & MAPPER No. 907
PROFESSIONAL ENGINEER No. 8939
STATE OF FLORIDA

SHEET 2 OF 2

Exhibit "G"

CFN 2011R0280602
OR Bk 27671 Pgs 2945 - 2955; (11pgs)
RECORDED 04/29/2011 15:56:31
DEED DOC TAX 0.60
SURTAX 0.45
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

Prepared by and Return To:
David Eckmann
FPL FiberNet, LLC
9250 W. Flagler Street

EASEMENT

The undersigned (the "Grantor"), in consideration of the payment of $10.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to FPL FiberNet, LLC, its licensees, agents, successors, and assigns (the "Grantee"), a nonexclusive easement forever for purpose of constructing, installing, maintaining, repairing, replacing and operating certain overhead and underground communication equipment including, without limitation, antennae, transmitters, receivers, network interface equipment and devices, power supply devices, equipment monitors, horizontal and vertical conduit and innerduct systems, raceways, wires, cables, equipment racks and cabinets, junction boxes, fiber-optic cable splice cases, hangers, pull boxes and other appurtenant facilities and improvements to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage, as well as, the size of and remove such facilities or any of them within an easement area described on **Exhibit A** described as follows:

SEE ATTACHED EXHIBIT "A"
HEREBY ATTACHED TO AND BY REFERENCE INCORPORATED HEREIN

Together with the right to permit any other person, firm or corporation to attach wires to any facilities hereunder and lay cable and conduit within the easement and to operate the same for communications purposes; the right of ingress and egress to said premises at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the easement area; the right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement area which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the land heretofore described, over, along, under and across the roads, streets or highways adjoining or through said property.

The Grantor reserves all other rights in and to the easement area not inconsistent with the easement grant contained herein, including the right to use the easement area and grant other easements across all or any portion of the easement area, provided the same do not unreasonably and materially interfere with the use of the easement area by Grantee.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on 28 day of April, 2011.

Signed, sealed and delivered
in the presence of:

Print Name: Ricardo L. Fraga

Print Name: Laura Gangemi

OROT FLAGLER LLC

By: _____
Signature

Its: MANAGER

Print Name: MANUEL GROSSKOPF

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

On this 28 day of April, 2011 before me, the undersigned notary public, personally appeared Manuel Grosskopf, as Manager (title) for OROT FLAGLER LLC, a Florida limited liability company, personally known to me to be the person who subscribed to the foregoing instrument or who has produced _____, as identification, and acknowledged that he/she/they executed the same.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC, STATE OF FLORIDA

My Commission Expires:

Ricardo Fraga
Name (Print):

Commission No.: _____

RICARDO L. FRAGA
Notary Public - State of Florida
My Comm. Expires Jun 28, 2013
Commission # DD 902892
Bonded Through National Notary Assn.

TRACT "A", F.P.L. CENTER, PB 102–10
FIBERNET EASEMENT NO. 6
SKETCH TO ACCOMPANY LEGAL DESCRIPTION
THIS IS NOT A SURVEY

LEGAL DESCRIPTION:

FIBERNET EASEMENT NO. 6

A STRIP OF LAND BEING A PORTION OF TRACT "A" OF THE F.P.L. CENTER, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 102, PAGE 10 OF THE PUBLIC RECORDS OF MIAMI–DADE COUNTY, FLORIDA, LYING IN THE SOUTHWEST ONE–QUARTER OF SECTION 4, TOWNSHIP 54 SOUTH, RANGE 40 EAST, MIAMI–DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID TRACT "A"; THENCE SOUTH 3°49'39" EAST ALONG THE WEST LINE OF SAID TRACT "A" FOR A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING OF A 10.00 FOOT WIDE EASEMENT LYING 5.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE; THENCE NORTH 87°31'34" EAST A DISTANCE OF 99.50 FEET TO POINT "A"; THENCE CONTINUE NORTH 87°31'34" EAST A DISTANCE OF 601.80' POINT "B"; THENCE CONTINUE NORTH 87°31'34" EAST A DISTANCE OF 14.48 FEET TO THE POINT OF TERMINATION OF THIS LINE AT THE INTERSECTION WITH THE PROPERTY LINE CURVE AT THE NORTH EAST CORNER OF SAID TRACT "A", SAID CURVE BEING CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 25.00 FEET AND BEARING SOUTH 34°23'28" WEST TO THE RADIUS POINT.
TOGETHER WITH;

A 10 FOOT WIDE EASEMENT LYING 5.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE; BEGIN AT THE ABOVE POINT "A"; THENCE SOUTH 25°24'32" EAST A DISTANCE OF 16.09 TO POINT "F"; THENCE SOUTH 25°24'32" EAST A DISTANCE OF 7.53 FEET; THENCE SOUTH 0°47'55" EAST A DISTANCE OF 110.53 FEET TO THE INTERSECTION OF THE NORTH WALL OF THE "TWO STORY BUILDING" HAVING A BEARING OF NORTH 86°43'52" EAST AND THE POINT OF TERMINATION.
TOGETHER WITH;

A 10 FOOT WIDE EASEMENT LYING 5.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE; BEGIN AT THE ABOVE POINT "A"; THENCE NORTH 87°31'34" EAST ALONG A LINE 5.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF TRACT "A" A DISTANCE OF 15.60 FEET; THENCE SOUTH 4°35'44" WEST A DISTANCE OF 33.00 FEET; THENCE SOUTH 9°11'33" EAST A DISTANCE OF 44.32 FEET; THENCE SOUTH 8°27'12" EAST A DISTANCE OF 55.24 FEET TO THE POINT OF INTERSECTION WITH THE NORTH WALL OF A TWO STORY BUILDING HAVING A BEARING OF NORTH 86°43'52" EAST SAID POINT OF INTERSECTION BEING THE POINT OF TERMINATION OF THE FOREGOING CENTERLINE.
TOGETHER WITH;

A 10.00 FOOT WIDE EASEMENT LYING 5.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE; BEGIN AT THE ABOVE DESCRIBED POINT "B";
THENCE SOUTH 7°28'54" EAST A DISTANCE OF 47.01 FEET;
THENCE SOUTH 1°55'03" EAST A DISTANCE OF 96.00 FEET;
THENCE SOUTH 5°21'07" EAST A DISTANCE OF 50.09 FEET;
THENCE SOUTH 4°12'30" EAST A DISTANCE OF 50.04 FEET;
THENCE SOUTH 2°39'50" EAST A DISTANCE OF 23.00 FEET:
THENCE SOUTH 1°29'38" EAST A DISTANCE OF 27.00 FEET;
THENCE SOUTH 2°29'23" EAST A DISTANCE OF 50.00 FEET;
THENCE SOUTH 0°56'39" WEST A DISTANCE OF 30.04 FEET;
THENCE SOUTH 1°58'19" EAST A DISTANCE OF 42.37 FEET; TO THE CENTER OF AN EXISTING FLORIDA POWER & LIGHT CO. MANHOLE, POINT "C";

CONTINUED ON SHEET–2

A.R. TOUSSAINT & ASSOCIATES, INC.
LAND SURVEYORS
FLORIDA CERTIFICATE OF
AUTHORIZATION No. LB–273
620 N.E. 126 ST. NORTH MIAMI, FLORIDA 33161
ORDER No. 14606 DATE: 11/04/10

BY:_____PRES.
ALBERT R. TOUSSAINT
PROFESSIONAL SURVEYOR & MAPPER No. 907
PROFESSIONAL ENGINEER No. 8939
STATE OF FLORIDA

TRACT "A", F.P.L. CENTER, PB 102-10
FIBERNET EASEMENT NO. 6
SKETCH TO ACCOMPANY LEGAL DESCRIPTION
THIS IS NOT A SURVEY

LEGAL DESCRIPTION:

FIBERNET EASEMENT NO. 6

THENCE CONTINUE SOUTH 3°57'41" EAST A DISTANCE OF 19.40 FEET;
THENCE SOUTH 1°16'56" EAST A DISTANCE OF 20.56 FEET;
THENCE SOUTH 3°20'57" WEST A DISTANCE OF 11.64 FEET;
THENCE SOUTH 0°50'42" EAST A DISTANCE OF 23.05 FEET;
THENCE SOUTH 5°02'41" WEST A DISTANCE OF 7.28 FEET;
THENCE SOUTH 4°49'52" EAST A DISTANCE OF 42.98 FEET;
THENCE SOUTH 15°27'49" EAST A DISTANCE OF 15.19 FEET;
THENCE SOUTH 11°26'06" EAST A DISTANCE OF 19.77 FEET;
THENCE SOUTH 4°25'02" EAST A DISTANCE OF 14.28 FEET;
TO THE CENTER OF AN EXISTING FLORIDA POWER & LIGHT CO. MANHOLE POINT "D";
TOGETHER WITH;

A 10.00 FOOT WIDE EASEMENT LYING 5.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE; BEGIN AT THE ABOVE DESCRIBED POINT "C"; THENCE NORTH 88°04'57" EAST A DISTANCE OF 15.97 FEET TO THE EAST PROPERTY LINE OF SAID TRACT "A" AND TO THE POINT OF TERMINATION OF THE FOREGOING CENTERLINE.
TOGETHER WITH:

A 10.00 FOOT WIDE EASEMENT LYING 5.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE; BEGIN AT THE ABOVE DESCRIBED POINT "C";
THENCE SOUTH 89°35'48" WEST A DISTANCE OF 17.05 FEET;
THENCE SOUTH 87°12'52" WEST A DISTANCE OF 17.49 FEET;
THENCE NORTH 87°24'28" WEST A DISTANCE OF 17.69 FEET;
THENCE SOUTH 80°58'49" WEST A DISTANCE OF 17.03 FEET;
THENCE NORTH 82°39'26" WEST A DISTANCE OF 20.89 FEET;
TO THE CENTER OF AN EXISTING FLORIDA POWER & LIGHT CO. MANHOLE,
POINT "E";
TOGETHER WITH;

A 10.00 FOOT WIDE EASEMENT LYING 5.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE; BEGIN AT THE ABOVE DESCRIBED POINT "E";
THENCE SOUTH 21°10'26" WEST A DISTANCE OF 13.57 FEET;
THENCE SOUTH 9°34'25" WEST A DISTANCE OF 11.85 FEET;
THENCE SOUTH 37°46'11" WEST A DISTANCE OF 3.82 FEET;
THENCE SOUTH 56°38'19" WEST A DISTANCE OF 11.60 FEET;
THENCE SOUTH 70°12'57" WEST A DISTANCE OF 35.45 FEET;
THENCE SOUTH 62°28'32" WEST A DISTANCE OF 30.45 FEET;
THENCE SOUTH 65°35'38" WEST A DISTANCE OF 21.37 FEET;
THENCE SOUTH 65°43'26" WEST A DISTANCE OF 24.29 FEET;
THENCE SOUTH 60°32'56" WEST A DISTANCE OF 18.39 FEET;
THENCE SOUTH 46°07'54" WEST A DISTANCE OF 15.04 FEET;
THENCE SOUTH 34°58'40" WEST A DISTANCE OF 15.30 FEET TO THE POINT OF INTERSECTION WITH THE NORTH EASTERLY WALL OF A SIX STORY BUILDING HAVING A BEARING OF SOUTH 47°45'58" EAST, SAID POINT OF INTERSECTION BEING THE POINT OF TERMINATION OF THE FOREGOING CENTERLINE.
TOGETHER WITH;

CONTINUED ON SHEET-3

A.R. TOUSSAINT & ASSOCIATES, INC.
LAND SURVEYORS
FLORIDA CERTIFICATE OF
AUTHORIZATION No. LB-273
620 N.E. 126 ST. NORTH MIAMI, FLORIDA 33161
ORDER No. 14606 DATE: 11/04/10

BY:_____PRES.
ALBERT R. TOUSSAINT
PROFESSIONAL SURVEYOR & MAPPER No. 907
PROFESSIONAL ENGINEER No. 8939
STATE OF FLORIDA

TRACT "A", F.P.L. CENTER, PB 102-10
FIBERNET EASEMENT NO. 6
SKETCH TO ACCOMPANY LEGAL DESCRIPTION
THIS IS NOT A SURVEY

LEGAL DESCRIPTION:

FIBERNET EASEMENT NO. 6

A 20.00 FOOT WIDE EASEMENT LYING 10.00 FEET ON EACH SIDE OF THE HEREINAFTER TO BE DESCRIBED CENTERLINE: BEGIN AT THE ABOVE DESCRIBED POINT "D"; THENCE NORTH 88°04'57" EAST A DISTANCE OF 8.25 FEET TO THE POINT OF INTERSECTION WITH THE EAST PROPERTY LINE OF SAID TRACT "A" AND THE EASTERLY TERMINUS OF THE FOREGOING CENTERLINE; THENCE SOUTH 88°04'57" WEST FOR A DISTANCE OF 20.00 FEET TO THE WESTERLY TERMINUS OF THE FOREGOING CENTERLINE.
TOGETHER WITH;

A 20.00 FOOT WIDE EASEMENT LYING 10.00 FEET ON EACH SIDE OF THE HEREINAFTER TO BE DESCRIBED CENTERLINE: BEGIN AT THE ABOVE DESCRIBED POINT "C"; THENCE NORTH 88°04'57" EAST A DISTANCE OF 10.00 FEET TO THE EASTERLY TERMINUS OF THE FOREGOING CENTERLINE; THENCE SOUTH 88°04'57" WEST FOR A DISTANCE OF 20.00 FEET TO THE WESTERLY TERMINUS OF THE FOREGOING CENTERLINE.
TOGETHER WITH;

A 20.00 FOOT WIDE EASEMENT LYING 10.00 FEET ON EACH SIDE OF THE HEREINAFTER TO BE DESCRIBED CENTERLINE: BEGIN AT THE ABOVE DESCRIBED POINT "E"; THENCE NORTH 88°04'57" EAST A DISTANCE OF 10.00 FEET TO THE EASTERLY TERMINUS OF THE FOREGOING CENTERLINE; THENCE SOUTH 88°04'57" WEST FOR A DISTANCE OF 20.00 FEET TO THE WESTERLY TERMINUS OF THE FOREGOING CENTERLINE.

AN EASEMENT BOUNDED ON THE NORTH BY THE SOUTH LINE OF THE NORTH 10.00 FEET OF THE SAID TRACT "A" AND THE SOUTHERLY BOUNDARY OF THIS EASEMENT LYING 5.00 FEET SOUTH OF AND PARALLEL TO THE FOLLOWING DESCRIBED CENTER LINE; BEGIN AT THE ABOVE POINT "F";
THENCE SOUTH 88°28'14" EAST A DISTANCE OF 8.24 FEET;
THENCE NORTH 67°52'57" EAST A DISTANCE OF 14.47 FEET;
THENCE NORTH 89°55'57" EAST A DISTANCE OF 25.45 FEET;
THENCE NORTH 81°55'16" EAST A DISTANCE OF 53.94 FEET;
THENCE NORTH 80°55'21" EAST A DISTANCE OF 11.57 FEET;
TO THE SOUTH LINE OF THE NORTH 10.00 FEET OF THE SAID TRACT "A" AND THE POINT OF TERMINATION.
TOGETHER WITH;

AN EASEMENT MORE PARTICULARLY DESCRIBED AS FOLLOWS;
COMMENCE AT POINT "C" AS DESCRIBED ABOVE;
THENCE NORTH 88°04'57" EAST A DISTANCE OF 10.00 FEET;
THENCE SOUTH 1°55'03" EAST A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING;
THENCE SOUTH 1°55'03" EAST A DISTANCE OF 5.00 FEET;
THENCE SOUTH 88°04'57" WEST A DISTANCE OF 4.64 FEET;
THENCE SOUTH 1°55'03" EAST A DISTANCE OF 10.00 FEET;
THENCE NORTH 88°04'57" EAST A DISTANCE OF 10.28 FEET;
THENCE NORTH 1°55'03" WEST A DISTANCE OF 15.00 FEET;
THENCE SOUTH 88°04'57" WEST A DISTANCE OF 5.97 FEET TO THE POINT OF BEGINNING;

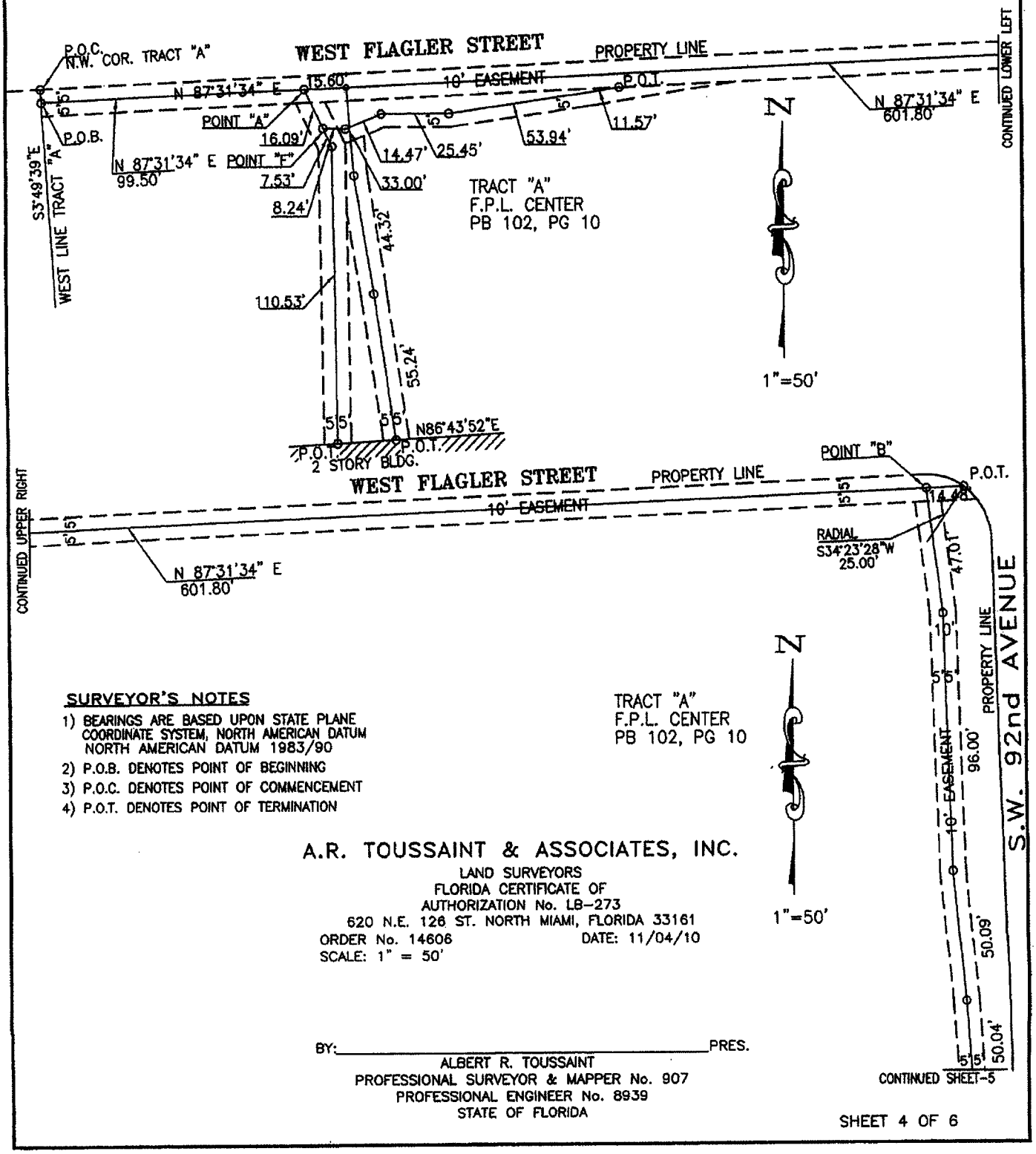
THE SIDE LINES OF THIS EASEMENT ARE TO BE LENGTHENED OR SHORTENED AT ANGLE POINTS AND INTERSECTION POINTS TO FORM A CONTIGUOUS STRIP OF LAND ALONG THE ROUTE DESCRIBED AND TO TERMINATE AT THE EASEMENT LINE AS SHOWN ON THE ATTACHED SKETCH.
THE INTENT OF THIS EASEMENT IS TO ENCOMPASS THE UNDERGROUND FIBERNET UTILITIES AS MARKED ON THE SURFACE BY THE FIBERNET CO.

A.R. TOUSSAINT & ASSOCIATES, INC.
LAND SURVEYORS
FLORIDA CERTIFICATE OF
AUTHORIZATION No. LB-273
620 N.E. 126 ST. NORTH MIAMI, FLORIDA 33161

ORDER No. 14606 DATE: 11/04/10

BY:_____PRES.
ALBERT R. TOUSSAINT
PROFESSIONAL SURVEYOR & MAPPER No. 907
PROFESSIONAL ENGINEER No. 8939
STATE OF FLORIDA

TRACT "A", F.P.L. CENTER, PB 102-10
FIBERNET EASEMENT NO. 6
SKETCH TO ACCOMPANY LEGAL DESCRIPTION
THIS IS NOT A SURVEY



SURVEYOR'S NOTES

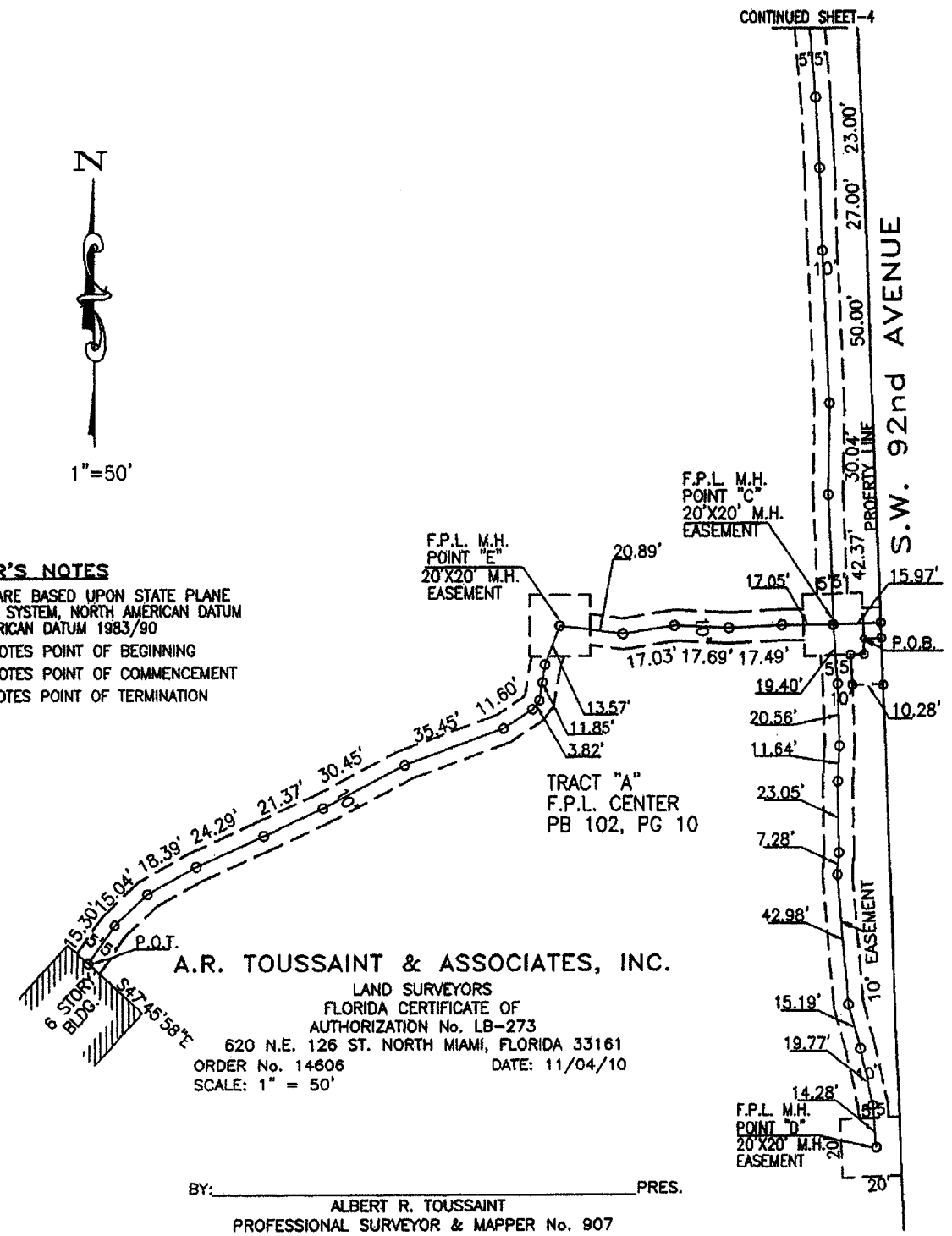
1) BEARINGS ARE BASED UPON STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM NORTH AMERICAN DATUM 1983/90
2) P.O.B. DENOTES POINT OF BEGINNING
3) P.O.C. DENOTES POINT OF COMMENCEMENT
4) P.O.T. DENOTES POINT OF TERMINATION

A.R. TOUSSAINT & ASSOCIATES, INC.
LAND SURVEYORS
FLORIDA CERTIFICATE OF AUTHORIZATION No. LB-273
620 N.E. 126 ST. NORTH MIAMI, FLORIDA 33161

ORDER No. 14606 DATE: 11/04/10
SCALE: 1" = 50'

BY:_____PRES.
ALBERT R. TOUSSAINT
PROFESSIONAL SURVEYOR & MAPPER No. 907
PROFESSIONAL ENGINEER No. 8939
STATE OF FLORIDA

TRACT "A", F.P.L. CENTER, PB 102-10
FIBERNET EASEMENT NO. 6
SKETCH TO ACCOMPANY LEGAL DESCRIPTION
THIS IS NOT A SURVEY



SURVEYOR'S NOTES

1) BEARINGS ARE BASED UPON STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM NORTH AMERICAN DATUM 1983/90
2) P.O.B. DENOTES POINT OF BEGINNING
3) P.O.C. DENOTES POINT OF COMMENCEMENT
4) P.O.T. DENOTES POINT OF TERMINATION

A.R. TOUSSAINT & ASSOCIATES, INC.
LAND SURVEYORS
FLORIDA CERTIFICATE OF AUTHORIZATION No. LB-273
620 N.E. 126 ST. NORTH MIAMI, FLORIDA 33161

ORDER No. 14606 DATE: 11/04/10
SCALE: 1" = 50'

BY:_____PRES.
ALBERT R. TOUSSAINT
PROFESSIONAL SURVEYOR & MAPPER No. 907
PROFESSIONAL ENGINEER No. 8939
STATE OF FLORIDA

TRACT "A", F.P.L. CENTER, PB 102-10
FIBERNET EASEMENT NO. 6
SKETCH TO ACCOMPANY LEGAL DESCRIPTION
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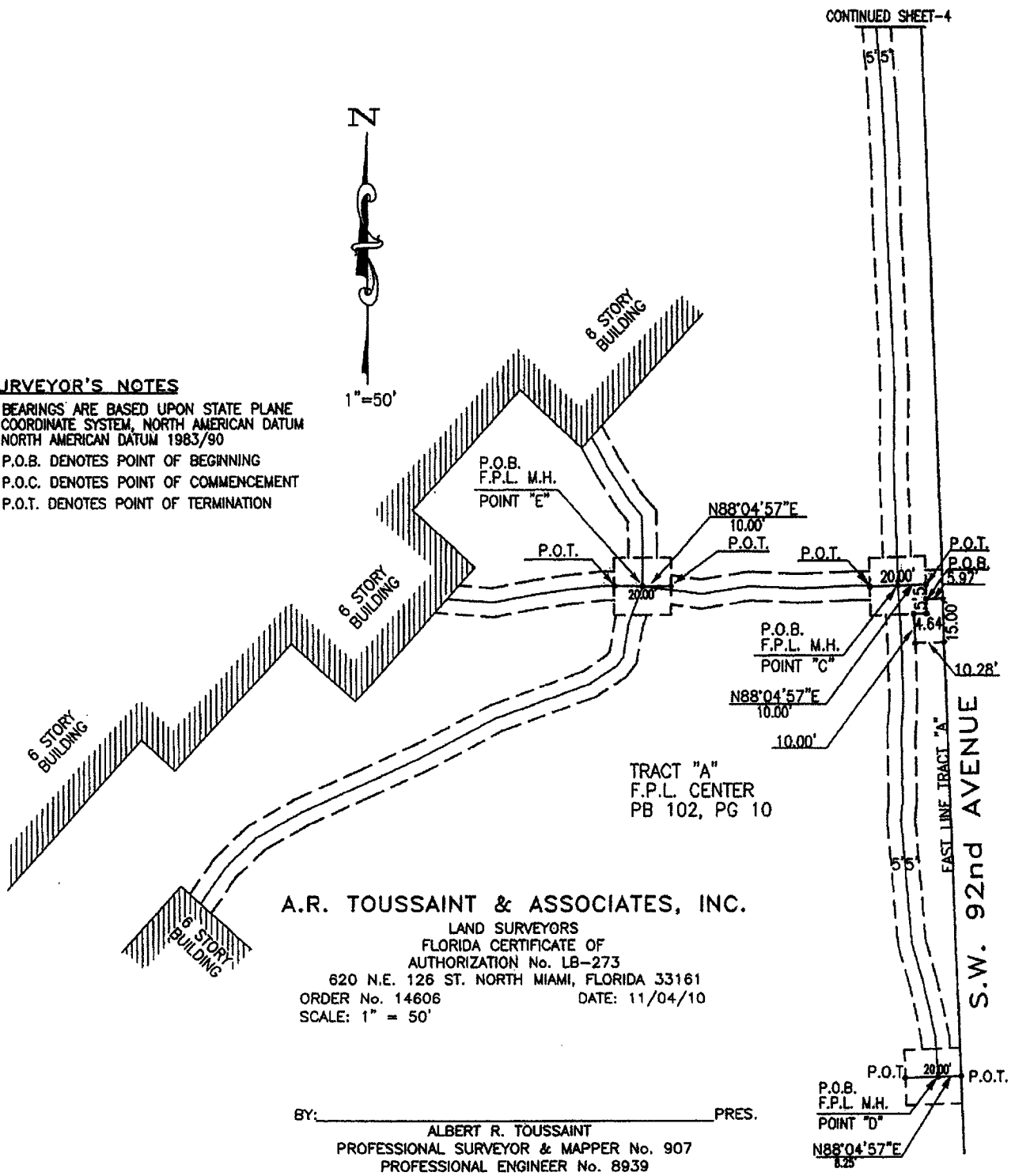


SURVEYOR'S NOTES

1) BEARINGS ARE BASED UPON STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM NORTH AMERICAN DATUM 1983/90
2) P.O.B. DENOTES POINT OF BEGINNING
3) P.O.C. DENOTES POINT OF COMMENCEMENT
4) P.O.T. DENOTES POINT OF TERMINATION

A.R. TOUSSAINT & ASSOCIATES, INC.
LAND SURVEYORS
FLORIDA CERTIFICATE OF
AUTHORIZATION No. LB-273
620 N.E. 126 ST. NORTH MIAMI, FLORIDA 33161

ORDER No. 14606 DATE: 11/04/10
SCALE: 1" = 50'

BY:_____PRES.

ALBERT R. TOUSSAINT
PROFESSIONAL SURVEYOR & MAPPER No. 907
PROFESSIONAL ENGINEER No. 8939
STATE OF FLORIDA

SHEET 6 OF 6

TRACT "7", BLOCK 4, RICHARDSON-KELLET COMPANY'S PLAT, PB 4-100
& A PORTION OF THE NW 1/4 OF THE SE 1/4 OF SEC. 4-56-40
FIBERNET EASEMENT NO. 7
THIS IS NOT A SURVEY

LEGAL DESCRIPTION:

FIBERNET EASEMENT NO. 7

A 10.00 FEET WIDE EASEMENT BEING MORE PARTICULARLY DESCRIBED AS THE WEST 10.00 FEET OF THE FOLLOWING DESCRIBED PROPERTY.

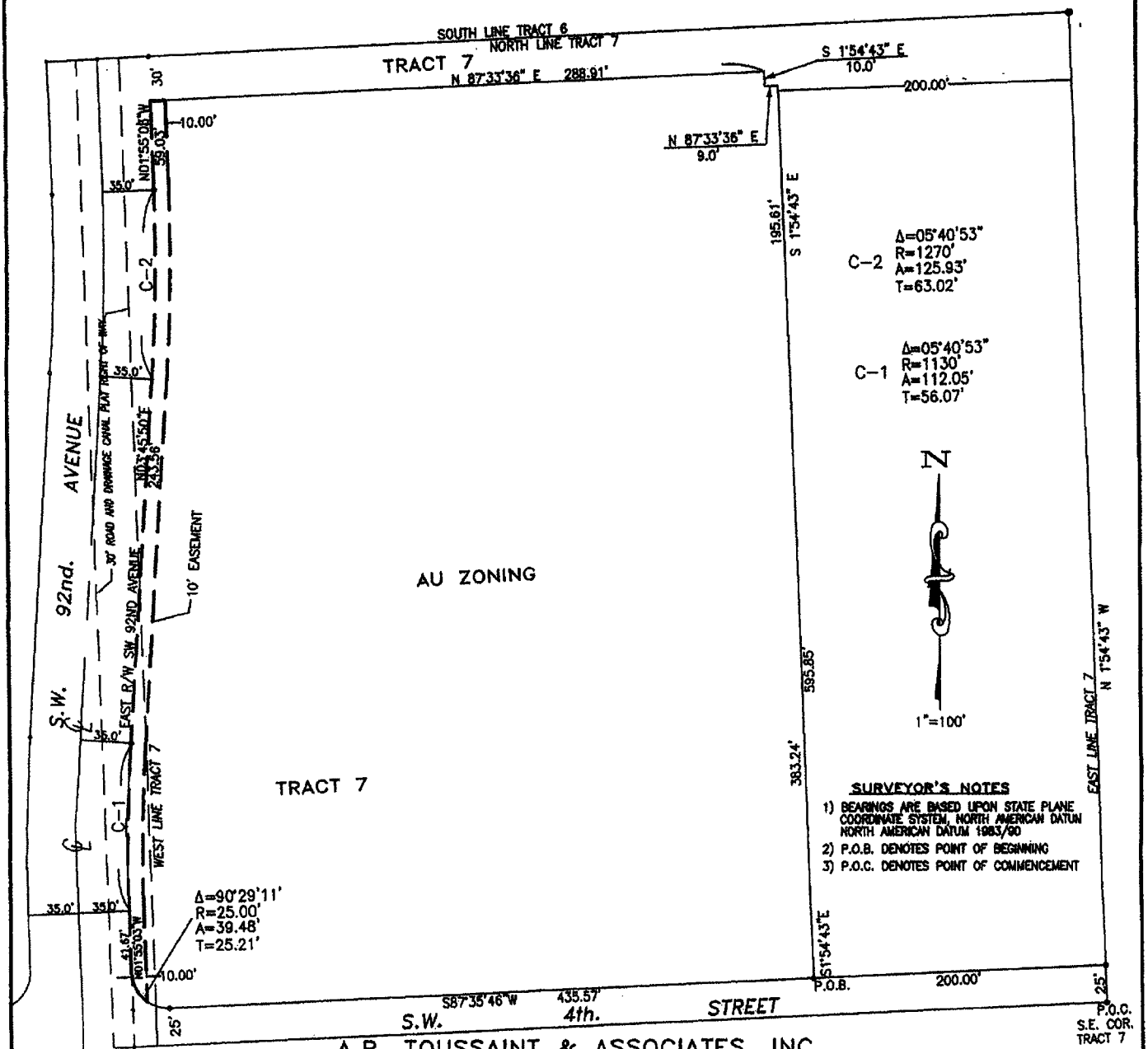
A PORTION OF TRACT 7, BLOCK 4, AND THE 30 FT. ROAD AND DRAINAGE CANAL RIGHT OF WAY LYING WEST OF AND ADJACENT TO TRACT 7, BLOCK 4 RICHARDSON-KELLET COMPANY'S PLAT SECTION 4, TOWNSHIP 54 SOUTH, RANGE 40 EAST, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 4, AT PAGE 100 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, SAID PARCEL OF LAND LYING IN THE SOUTHEAST ¼ OF SAID SECTION 4 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID TRACT 7; THENCE RUN NORTH 1°54'43" WEST ALONG THE EAST LINE OF SAID TRACT 7 FOR A DISTANCE OF 25.00 FEET; THENCE RUN SOUTH 87°35'46" WEST ALONG A LINE 25.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID TRACT 7 FOR A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREINAFTER TO BE DESCRIBED; THENCE CONTINUE SOUTH 87°35'46" WEST ALONG THE SAID LINE 25.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID TRACT 7 FOR A DISTANCE OF 435.57 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE BEING CONCAVE TO THE NORTHEAST AND HAVING A CENTRAL ANGLE OF 90°29'11" A RADIUS OF 25.00 FEET, FOR AN ARC DISTANCE OF 39.48 FEET TO A POINT OF TANGENCY; ON THE EAST RIGHT OF WAY LINE OF SOUTHWEST 92ND AVENUE AS SHOWN ON THE PLAT OF "F.P.L CENTER" ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 102 AT PAGE 10 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE RUN NORTH 1°55'03" WEST ALONG THE SAID EAST RIGHT OF WAY LINE OF SOUTHWEST 92ND AVENUE FOR A DISTANCE OF 41.67 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, BEING CONCAVE TO THE EAST AND HAVING A CENTRAL ANGLE OF 5°40'53", A RADIUS OF 1130.00 FEET, FOR AN ARC DISTANCE OF 112.05 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 5°45'50" EAST ALONG THE SAID EAST RIGHT OF WAY LINE OF SOUTHWEST 92ND AVENUE FOR A DISTANCE OF 243.56 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, BEING CONCAVE TO THE WEST AND HAVING A CENTRAL ANGLE OF 5°40'53" A RADIUS OF 1270 FEET, FOR AN ARC DISTANCE OF 125.93 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 1°55'03" WEST ALONG THE SAID EAST RIGHT OF WAY LINE OF SOUTHWEST 92ND AVENUE FOR A DISTANCE OF 59.03; THENCE RUN NORTH 87°33'36" EAST ALONG A LINE 30.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID TRACT 7 FOR A DISTANCE OF 415.93 FEET; THENCE RUN SOUTH 1°54'43" EAST ALONG A LINE 209.00 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID TRACT 7 FOR A DISTANCE OF 10.00 FEET; THENCE RUN NORTH 87°33'36" EAST ALONG A LINE 40.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID TRACT 7 FOR A DISTANCE OF 9.00 FEET; THENCE RUN SOUTH 1°54'43" EAST ALONG A LINE 200.00 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID TRACT 7 FOR A DISTANCE OF 595.96 FEET TO THE POINT OF BEGINNING.

A.R. TOUSSAINT & ASSOCIATES, INC.
LAND SURVEYORS
FLORIDA CERTIFICATE OF
AUTHORIZATION No. LB-273
620 N.E. 126 ST. NORTH MIAMI, FLORIDA 33161
ORDER No. 14606 DATE: 11/03/10

BY:_____PRES.
ALBERT R. TOUSSAINT
PROFESSIONAL SURVEYOR & MAPPER No. 907
PROFESSIONAL ENGINEER No. 8939
STATE OF FLORIDA

TRACT "7", BLOCK 4, RICHARDSON-KELLET COMPANY'S PLAT, PB 4-100
& A PORTION OF THE NW 1/4 OF THE SE 1/4 OF SEC. 4-56-40
FIBERNET EASEMENT NO. 7
THIS IS NOT A SURVEY



A.R. TOUSSAINT & ASSOCIATES, INC.
LAND SURVEYORS
FLORIDA CERTIFICATE OF
AUTHORIZATION No. LB-273
620 N.E. 126 ST. NORTH MIAMI, FLORIDA 33161
ORDER No. 14606 DATE: 11/03/10
SCALE: 1" = 100'

BY:_____PRES.
ALBERT R. TOUSSAINT
PROFESSIONAL SURVEYOR & MAPPER No. 907
PROFESSIONAL ENGINEER No. 8939
STATE OF FLORIDA

SHEET 2 OF 2

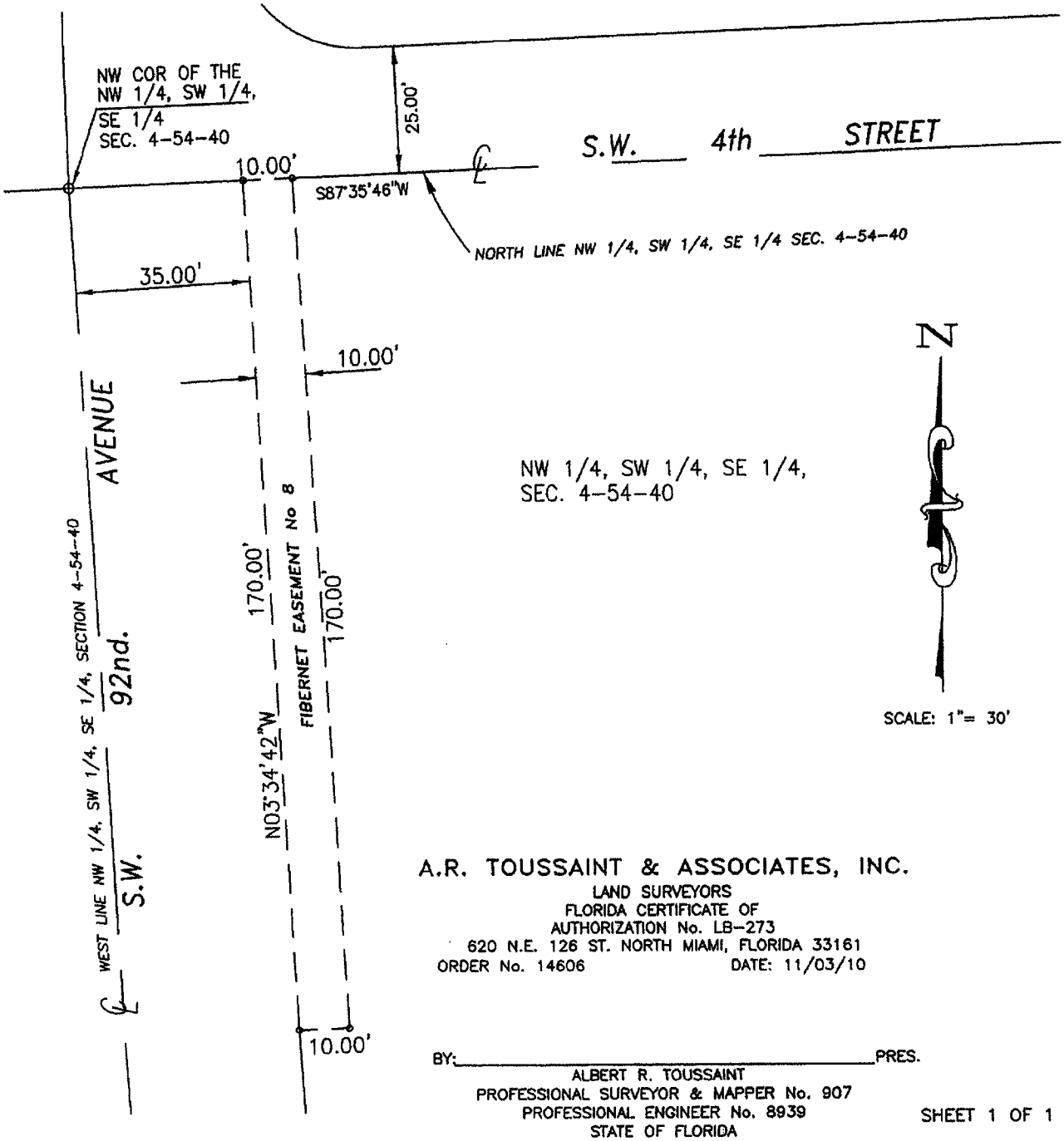
FIBERNET EASEMENT NO. 8
SKETCH TO ACCOMPANY LEGAL DESCRIPTION
THIS IS NOT A SURVEY

LEGAL DESCRIPTION:

FIBERNET EASEMENT NO. 8

A PORTION OF THE NORTHWEST ¼ OF THE SOUTHWEST ¼, OF THE SOUTHEAST ¼ OF SECTION 4, TOWNSHIP 54 SOUTH, RANGE 40 EAST, MIAMI-DADE COUNTY, FLORIDA LESS THE WEST 35.00 FEET THEREOF:
BEING MORE PARTICULARLY DESCRIBED:

THE NORTH 170.00 FEET OF THE EAST 10.00 FEET OF THE WEST 45.00 FEET OF THE NORTHWEST ¼, OF THE SOUTHWEST ¼, OF THE SOUTHEAST ¼ OF SECTION 4, TOWNSHIP 54 SOUTH, RANGE 40 EAST, MIAMI-DADE COUNTY, FLORIDA.



A.R. TOUSSAINT & ASSOCIATES, INC.
LAND SURVEYORS
FLORIDA CERTIFICATE OF
AUTHORIZATION No. LB-273
620 N.E. 126 ST. NORTH MIAMI, FLORIDA 33161
ORDER No. 14606 DATE: 11/03/10

BY:_____PRES.
ALBERT R. TOUSSAINT
PROFESSIONAL SURVEYOR & MAPPER No. 907
PROFESSIONAL ENGINEER No. 8939
STATE OF FLORIDA

SHEET 1 OF 1

Exhibit "H"

CFN 2011R0280601
OR Bk 27671 Pgs 2927 - 2944; (18pgs)
RECORDED 04/29/2011 15:56:31
DEED DOC TAX 0.60
SURTAX 0.45
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

Prepared by and return to:
Carlos Megias
Florida Power & Light Company
700 Universe Boulevard LAW/JB
Juno Beach, Florida 33408

EASEMENT
(Corporate)

KNOW ALL MEN BY THESE PRESENTS that **OROT FLAGLER LLC**, a Florida limited liability company of the County of Miami-Dade and State of Florida in consideration of the sum of One Dollar and No Cents ($1.00) and other valuable considerations, receipt of which is hereby acknowledged, does hereby grant to the FLORIDA POWER & LIGHT COMPANY, a corporation organized and existing under the laws of the State of Florida, whose address is P.O. Box 14000, Juno Beach, Florida 33408-0420, and to its successors and assigns (the term "assigns" meaning any person, firm or corporation owning by way of assignment all rights under the Agreement or a portion of such rights with the Grantee or its other assigns retaining and exercising the other rights), subject to the provisions and limitations set forth herein, a non-exclusive easement forever for a right-of-way, particularly described on Exhibit "A" attached hereto, to be used for the construction, operation and maintenance of one or more overhead and underground electric transmission and distribution lines, including but not limited to, wires, poles, "H" frame structures, towers, cables, conduits, anchors, guys, roads, trails and equipment associated therewith, attachments and appurtenant equipment for communication purposes and one or more pipelines, and appurtenant equipment for the transmission of substances of any kind (all of the foregoing hereinafter referred to as "facilities"), over, under, in, on, upon and across the portion of the lands of the Grantor situated in the County of Miami-Dade and the State of Florida and being more particularly described as follows:

See Exhibit "A" attached hereto and made a part hereof

together with the right and privilege from time to time to reconstruct, inspect, alter, improve, enlarge, add to, change the voltage, as well as the nature or physical characteristics of, replace, remove or relocate such facilities or any part of them upon, across, over or under the above-described right-of-way with all rights and privileges necessary or convenient for the full enjoyment or the use thereof for the herein described purposes, including, but not limited to, the right to cut and keep clear all trees and undergrowth and other obstructions within said right-of-way and on lands of Grantor adjoining said right-of-way that may interfere with the proper construction, operation and maintenance of such facilities or any part of them, the right to mark the location of any underground facilities by above ground and other suitable markers.

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The Grantor, however, reserves the right and privilege to use the above-described easement area for parking and such other purposes except as herein granted or as might interfere or be inconsistent with the use, occupation, maintenance or enjoyment thereof by Grantee or its successors or assigns, or as might cause a hazardous condition; provided, however, and by the execution and delivery hereof Grantor so expressly agrees that no portion of the easement area shall be excavated, altered, obstructed or improved without due care for the improvements of the Grantee, or its successors or assigns, and no building, well, irrigation system, structure, or obstruction (including any improvements for recreational activities) shall be located, constructed, maintained or operated over, under, upon or across said easement area by the Grantor, or the heirs, personal representatives, successors or assigns of Grantor. Grantee understands and acknowledges that the Grantor currently uses the property abutting the easement area as an office building , and agrees that it shall not interfere with the Grantor's use thereof as an office building or for any other lawful purposes of Grantor. By the execution hereof, Grantor covenants that it has the right to convey this easement and that the Grantee and its successors and assigns shall have quiet and peaceful possession, use and enjoyment of this easement and the rights granted hereby.

IN WITNESS WHEREOF, the Grantor has executed this Agreement this 4 day of April, 2011.

Signed, sealed and delivered
in the presence of:

Print Name: Ricardo Fraga

Print Name: Laura Gansemi

OROT FLAGLER LLC

By: _____
Signature

Its: MANAGER

Print Name: MANUEL GROSSKOPF

Attest: _____
Its: _____

Print Name: _____

Address: _____

(Corporate Seal)

(Acknowledgment continued on next page.)

ACKNOWLEDGMENT

STATE OF FLORIDA)
)ss:
COUNTY OF MIAMI-DADE)

On this 28 day of April, 2011 before me, the undersigned notary public, personally appeared Manuel Grosskopf, as Manager of (title) ~~and~~ _____, _____ ~~(title)~~ of **OROT FLAGLER LLC**, a Florida limited liability company, personally known to me to be the persons who subscribed to the foregoing instrument or who have produced _____ and _____, respectively as identification, and acknowledged that they executed the same on behalf of said company and that they were duly authorized so to do.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC, STATE OF FLORIDA
Print name: Ricardo Fraga
Commission No.: _____
My Commission Expires: _____

RICARDO L. FRAGA
Notary Public - State of Florida
My Comm. Expires Jun 28, 2013
Commission # DD 902892
Bonded Through National Notary Assn.

Exhibit "A"
To Easement
Legal Description

TRACT "A", F.P.L. CENTER, PB 102-10
F.P.L. EASEMENT NO.1
THIS IS NOT A SURVEY

LEGAL DESCRIPTION:
FPL EASEMENT NO. 1

A STRIP OF LAND BEING A PORTION OF TRACT "A" OF THE F.P.L. CENTER, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 102, PAGE 10 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, LYING IN THE SOUTHWEST ONE-QUARTER OF SECTION 4, TOWNSHIP 54 SOUTH, RANGE 40 EAST, MIAMI-DADE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID TRACT "A"; THENCE SOUTH 3°49'39" EAST ALONG THE WEST LINE OF SAID TRACT "A" FOR A DISTANCE OF 452.56 FEET; THENCE NORTH 86°10'21" EAST, PERPENDICULAR TO THE PREVIOUS COURSE A DISTANCE OF 119.75 FEET TO THE MOST NORTHERLY CORNER OF A ONE STORY BUILDING; THENCE SOUTH 47°27'34" EAST ALONG THE NORTH EASTERLY WALL OF THE SAID BUILDING FOR A DISTANCE OF 5.09 FEET TO THE POINT OF BEGINNING OF A 10.00 FOOT WIDE EASEMENT LYING 5.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE; THENCE NORTH 53°23'04" EAST A DISTANCE OF 28.29 FEET; THENCE NORTH 23°55'52" EAST A DISTANCE OF 11.09 FEET; THENCE NORTH 12°03'13" EAST, A DISTANCE OF 13.60 FEET TO THE CENTER OF AN EXISTING FLORIDA POWER & LIGHT CO. MANHOLE, POINT "A"; THENCE NORTH 11°55'58" WEST A DISTANCE OF 29.41 FEET; THENCE NORTH 2°18'35" EAST A DISTANCE OF 7.20 FEET; THENCE NORTH 15°25'13" WEST A DISTANCE OF 26.42 FEET TO THE POINT OF INTERSECTION WITH THE SOUTHWEST WALL OF A SIX STORY BUILDING HAVING A BEARING OF NORTH 47°45'55" WEST SAID POINT OF INTERSECTION BEING THE POINT OF TERMINATION OF THE FOREGOING CENTERLINE.

TOGETHER WITH;

A 10.00 FOOT WIDE EASEMENT LYING 5.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE; BEGIN AT THE ABOVE DESCRIBED POINT "A"; THENCE NORTH 88°16'18" EAST A DISTANCE OF 10.00 FEET TO POINT "B"; THENCE NORTH 87°13'20" EAST A DISTANCE OF 42.30 FEET TO THE POINT OF INTERSECTION WITH THE SOUTHWEST WALL OF A SIX STORY BUILDING HAVING A BEARING OF NORTH 47°46'02" WEST, SAID POINT OF INTERSECTION BEING THE POINT OF TERMINATION OF THE FOREGOING CENTERLINE.

TOGETHER WITH;

A 20.00 FOOT BY 20.00 EASEMENT LYING 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE; BEGIN AT THE ABOVE DESCRIBED POINT "B"; THENCE SOUTH 88°16'18" WEST FOR A DISTANCE OF 20.00 FEET TO THE POINT OF TERMINATION OF THE FOREGOING CENTERLINE.

THE SIDE LINES OF THIS EASEMENT ARE TO BE LENGTHENED OR SHORTENED AT ANGLE POINTS AND INTERSECTION POINTS TO FORM A CONTIGUOUS STRIP OF LAND ALONG THE ROUTE DESCRIBED AND TO TERMINATE AT THE EASEMENT LINES AS SHOWN ON THE ATTACHED SKETCH.

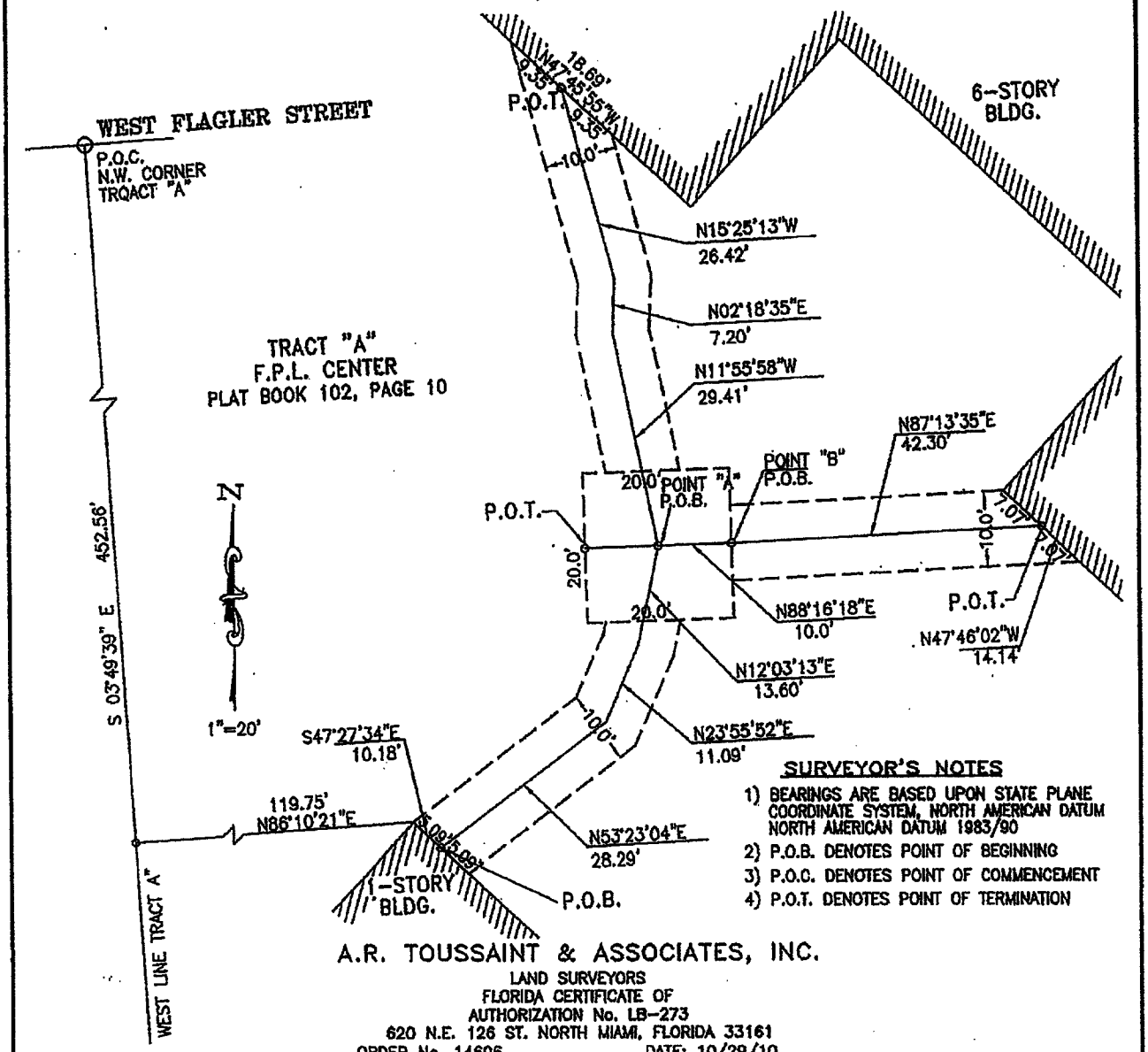
THE INTENT OF THIS EASEMENT IS TO ENCOMPASS THE UNDERGROUND UTILITIES AS MARKED ON THE SURFACE BY F.P.& L CO.

A.R. TOUSSAINT & ASSOCIATES, INC.
LAND SURVEYORS
FLORIDA CERTIFICATE OF
AUTHORIZATION No. LB-273
620 N.E. 126 ST. NORTH MIAMI, FLORIDA 33161
ORDER No. 14606 DATE: 10/29/10

BY:_____PRES.
ALBERT R. TOUSSAINT
PROFESSIONAL SURVEYOR & MAPPER No. 907
PROFESSIONAL ENGINEER No. 8939
STATE OF FLORIDA

SHEET 1 OF 2

TRACT "A", F.P.L. CENTER, PB 102-10
F.P.L. EASEMENT NO.1
THIS IS NOT A SURVEY



SURVEYOR'S NOTES

1) BEARINGS ARE BASED UPON STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM NORTH AMERICAN DATUM 1983/90
2) P.O.B. DENOTES POINT OF BEGINNING
3) P.O.C. DENOTES POINT OF COMMENCEMENT
4) P.O.T. DENOTES POINT OF TERMINATION

A.R. TOUSSAINT & ASSOCIATES, INC.
LAND SURVEYORS
FLORIDA CERTIFICATE OF
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PROFESSIONAL ENGINEER No. 8939
STATE OF FLORIDA

SHEET 2 OF 2

TRACT "A", F.P.L. CENTER, PB 102-10
F.P.L. EASEMENT NO.2

THIS IS NOT A SURVEY

LEGAL DESCRIPTION:

FPL EASEMENT NO. 2

A STRIP OF LAND BEING A PORTION OF TRACT "A" OF THE F.P.L. CENTER, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 102, PAGE 10 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, LYING IN THE SOUTHWEST ONE-QUARTER OF SECTION 4, TOWNSHIP 54 SOUTH, RANGE 40 EAST, MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID TRACT "A"; THENCE SOUTH 3°49'39" EAST ALONG THE WEST LINE OF SAID TRACT "A" FOR A DISTANCE OF 7.50 FEET TO THE POINT OF BEGINNING OF A 15.00 FOOT WIDE EASEMENT LYING 7.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE; THENCE NORTH 87°31'34" EAST ALONG A LINE 7.5 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF TRACT "A" A DISTANCE OF 115.13 FEET TO POINT "A"; THENCE CONTINUE NORTH 87°31'34" EAST ALONG SAID LINE 7.5 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF TRACT "A" A DISTANCE OF 586.34 FEET TO POINT "B"; THENCE CONTINUE NORTH 87°31'34" EAST ALONG THE LAST DESCRIBED LINE A DISTANCE OF 17.11 FEET TO THE POINT OF INTERSECTION WITH THE EASTERLY LINE OF SAID TRACT "A", SAID POINT OF INTERSECTION BEING THE POINT OF TERMINATION OF THE FOREGOING CENTERLINE AND LOCATED ON A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 25.00 FEET AND A BEARING OF SOUTH 43°05'29" WEST TO THE RADIUS POINT.
TOGETHER WITH;

A 10.00 FOOT WIDE EASEMENT LYING 5.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE; BEGIN AT THE ABOVE DESCRIBED POINT "A"; THENCE SOUTH 4°35'44" WEST A DISTANCE OF 30.50 FEET; THENCE SOUTH 9°11'33" EAST A DISTANCE OF 44.32 FEET; THENCE SOUTH 8°27'12" EAST A DISTANCE OF 55.24 FEET TO THE POINT OF INTERSECTION WITH THE NORTH WALL OF A TWO STORY BUILDING HAVING A BEARING OF NORTH 86°43'52" EAST SAID POINT OF INTERSECTION BEING THE POINT OF TERMINATION OF THE FOREGOING CENTERLINE.
TOGETHER WITH;

A 10.00 FOOT WIDE EASEMENT LYING 5.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE; BEGIN AT THE ABOVE DESCRIBED POINT "B";
THENCE SOUTH 7°28'54" EAST A DISTANCE OF 44.50 FEET;
THENCE SOUTH 1°55'03" EAST A DISTANCE OF 96.00 FEET;
THENCE SOUTH 5°21'07" EAST A DISTANCE OF 50.09 FEET;
THENCE SOUTH 4°12'30" EAST A DISTANCE OF 50.04 FEET;
THENCE SOUTH 2°39'50" EAST A DISTANCE OF 23.00 FEET;
THENCE SOUTH 1°29'38" EAST A DISTANCE OF 27.00 FEET;
THENCE SOUTH 2°29'23" EAST A DISTANCE OF 50.00 FEET;
THENCE SOUTH 0°56'39" WEST A DISTANCE OF 30.04 FEET;
THENCE SOUTH 1°58'19" EAST A DISTANCE OF 42.37 FEET; TO THE CENTER OF AN EXISTING FLORIDA POWER & LIGHT CO. MANHOLE, POINT "C";
THENCE CONTINUE SOUTH 3°57'41" EAST A DISTANCE OF 19.40 FEET;
THENCE SOUTH 1°16'56" EAST A DISTANCE OF 20.56 FEET;

CONTINUED ON SHEET-2

A.R. TOUSSAINT & ASSOCIATES, INC.
LAND SURVEYORS
FLORIDA CERTIFICATE OF
AUTHORIZATION No. LB-273
620 N.E. 126 ST. NORTH MIAMI, FLORIDA 33161
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PROFESSIONAL ENGINEER No. 8939
STATE OF FLORIDA

TRACT "A", F.P.L. CENTER, PB 102-10
F.P.L. EASEMENT NO.2
THIS IS NOT A SURVEY

LEGAL DESCRIPTION:

FPL EASEMENT NO. 2

THENCE SOUTH 3°20'57" WEST A DISTANCE OF 11.64 FEET;
THENCE SOUTH 0°50'42" EAST A DISTANCE OF 23.05 FEET;
THENCE SOUTH 5°02'41" WEST A DISTANCE OF 7.28 FEET;
THENCE SOUTH 4°49'52" EAST A DISTANCE OF 42.98 FEET;
THENCE SOUTH 15°27'49" EAST A DISTANCE OF 15.19 FEET;
THENCE SOUTH 11°26'06" EAST A DISTANCE OF 19.77 FEET;
THENCE SOUTH 4°25'02" EAST A DISTANCE OF 14.28 FEET;
TO THE CENTER OF AN EXISTING FLORIDA POWER & LIGHT CO. MANHOLE POINT "D";
TOGETHER WITH;

A 10.00 FOOT WIDE EASEMENT LYING 5.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE; BEGIN AT THE ABOVE DESCRIBED POINT "C"; THENCE NORTH 88°04'57" EAST A DISTANCE OF 15.97 FEET TO THE EAST PROPERTY LINE OF SAID TRACT "A" AND TO THE POINT OF TERMINATION OF THE FOREGOING CENTERLINE.
TOGETHER WITH:

A 10.00 FOOT WIDE EASEMENT LYING 5.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE; BEGIN AT THE ABOVE DESCRIBED POINT "C";
THENCE SOUTH 89°35'48" WEST A DISTANCE OF 17.05 FEET;
THENCE SOUTH 87°12'52" WEST A DISTANCE OF 17.49 FEET;
THENCE NORTH 87°24'28" WEST A DISTANCE OF 17.69 FEET;
THENCE SOUTH 80°58'49" WEST A DISTANCE OF 17.03 FEET;
THENCE NORTH 82°39'26" WEST A DISTANCE OF 20.89 FEET;
TO THE CENTER OF AN EXISTING FLORIDA POWER & LIGHT CO. MANHOLE, POINT "E";
THENCE NORTH 88°53'20" WEST A DISTANCE OF 12.89 FEET;
THENCE SOUTH 84°02'03" WEST A DISTANCE OF 13.86 FEET;
THENCE SOUTH 82°00'06" WEST A DISTANCE OF 12.29 FEET;
THENCE SOUTH 79°35'43" WEST A DISTANCE OF 14.89 FEET;
THENCE NORTH 85°46'46" WEST A DISTANCE OF 16.36 FEET TO THE POINT OF INTERSECTION WITH THE EASTERLY WALL OF A SIX STORY BUILDING HAVING A BEARING OF NORTH 42°30'54" EAST SAID POINT OF INTERSECTION BEING THE POINT OF TERMINATION OF THE FOREGOING CENTERLINE.
TOGETHER WITH;

A 10.00 FOOT WIDE EASEMENT LYING 5.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE; BEGIN AT THE ABOVE DESCRIBED POINT "E";
THENCE NORTH 00°00'00" EAST A DISTANCE OF 13.38 FEET;
THENCE NORTH 1°21'03" WEST A DISTANCE OF 11.45 FEET;
THENCE NORTH 39°27'25" WEST A DISTANCE OF 6.73 FEET;
THENCE NORTH 32°37'54" WEST A DISTANCE OF 13.96 FEET;
THENCE NORTH 28°20'16" WEST A DISTANCE OF 12.02 FEET TO THE POINT OF INTERSECTION WITH THE EASTERLY WALL OF A SIX STORY BUILDING HAVING A BEARING OF NORTH 42°30'54" EAST SAID POINT OF INTERSECTION BEING THE POINT OF TERMINATION OF THE FOREGOING CENTERLINE.
TOGETHER WITH;

CONTINUED ON SHEET-3

A.R. TOUSSAINT & ASSOCIATES, INC.
LAND SURVEYORS
FLORIDA CERTIFICATE OF
AUTHORIZATION No. LB-273
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PROFESSIONAL ENGINEER No. 8939
STATE OF FLORIDA

TRACT "A", F.P.L. CENTER, PB 102-10
F.P.L. EASEMENT NO.2
THIS IS NOT A SURVEY

LEGAL DESCRIPTION:

FPL EASEMENT NO. 2

A 10 FOOT WIDE EASEMENT LYING 5.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE; BEGIN AT THE ABOVE DESCRIBED POINT "E";
THENCE SOUTH 21°10'26" WEST A DISTANCE OF 13.57 FEET;
THENCE SOUTH 9°34'25" WEST A DISTANCE OF 11.85 FEET;
THENCE SOUTH 37°46'11" WEST A DISTANCE OF 3.82 FEET;
THENCE SOUTH 56°38'19" WEST A DISTANCE OF 11.60 FEET;
THENCE SOUTH 70°12'57" WEST A DISTANCE OF 35.45 FEET;
THENCE SOUTH 62°28'32" WEST A DISTANCE OF 30.45 FEET;
THENCE SOUTH 65°35'38" WEST A DISTANCE OF 21.37 FEET;
THENCE SOUTH 65°43'26" WEST A DISTANCE OF 24.29 FEET;
THENCE SOUTH 60°32'56" WEST A DISTANCE OF 18.39 FEET;
THENCE SOUTH 46°07'54" WEST A DISTANCE OF 15.04 FEET;
THENCE SOUTH 34°58'40" WEST A DISTANCE OF 15.30 FEET TO THE POINT OF INTERSECTION WITH THE NORTH EASTERLY WALL OF A SIX STORY BUILDING HAVING A BEARING OF SOUTH 47°45'58" EAST, SAID POINT OF INTERSECTION BEING THE POINT OF TERMINATION OF THE FOREGOING CENTERLINE.
TOGETHER WITH;

A 20.00 FOOT WIDE EASEMENT LYING 10.00 FEET ON EACH SIDE OF THE HEREINAFTER TO BE DESCRIBED CENTERLINE: BEGIN AT THE ABOVE DESCRIBED POINT "D"; THENCE NORTH 88°04'57" EAST A DISTANCE OF 8.25 FEET TO THE POINT OF INTERSECTION WITH THE EAST PROPERTY LINE OF SAID TRACT "A" AND THE EASTERLY TERMINUS OF THE FOREGOING CENTERLINE; THENCE SOUTH 88°04'57" WEST FOR A DISTANCE OF 20.00 FEET TO THE WESTERLY TERMINUS OF THE FOREGOING CENTERLINE.
TOGETHER WITH;

A 20.00 FOOT WIDE EASEMENT LYING 10.00 FEET ON EACH SIDE OF THE HEREINAFTER TO BE DESCRIBED CENTERLINE: BEGIN AT THE ABOVE DESCRIBED POINT "C"; THENCE NORTH 88°04'57" EAST A DISTANCE OF 10.00 FEET TO THE EASTERLY TERMINUS OF THE FOREGOING CENTERLINE; THENCE SOUTH 88°04'57" WEST FOR A DISTANCE OF 20.00 FEET TO THE WESTERLY TERMINUS OF THE FOREGOING CENTERLINE.
TOGETHER WITH;

A 20.00 FOOT WIDE EASEMENT LYING 10.00 FEET ON EACH SIDE OF THE HEREINAFTER TO BE DESCRIBED CENTERLINE: BEGIN AT THE ABOVE DESCRIBED POINT "E"; THENCE NORTH 88°04'57" EAST A DISTANCE OF 10.00 FEET TO THE EASTERLY TERMINUS OF THE FOREGOING CENTERLINE; THENCE SOUTH 88°04'57" WEST FOR A DISTANCE OF 20.00 FEET TO THE WESTERLY TERMINUS OF THE FOREGOING CENTERLINE.

THE SIDE LINES OF THIS EASEMENT ARE TO BE LENGTHENED OR SHORTENED AT ANGLE POINTS AND INTERSECTION POINTS TO FORM A CONTIGUOUS STRIP OF LAND ALONG THE ROUTE DESCRIBED AND TO TERMINATE AT THE EASEMENT LINE AS SHOWN ON THE ATTACHED SKETCH.
THE INTENT OF THIS EASEMENT IS TO ENCOMPASS THE UNDERGROUND UTILITIES AS MARKED ON THE SURFACE BY THE F.P.&L CO.

A.R. TOUSSAINT & ASSOCIATES, INC.
LAND SURVEYORS
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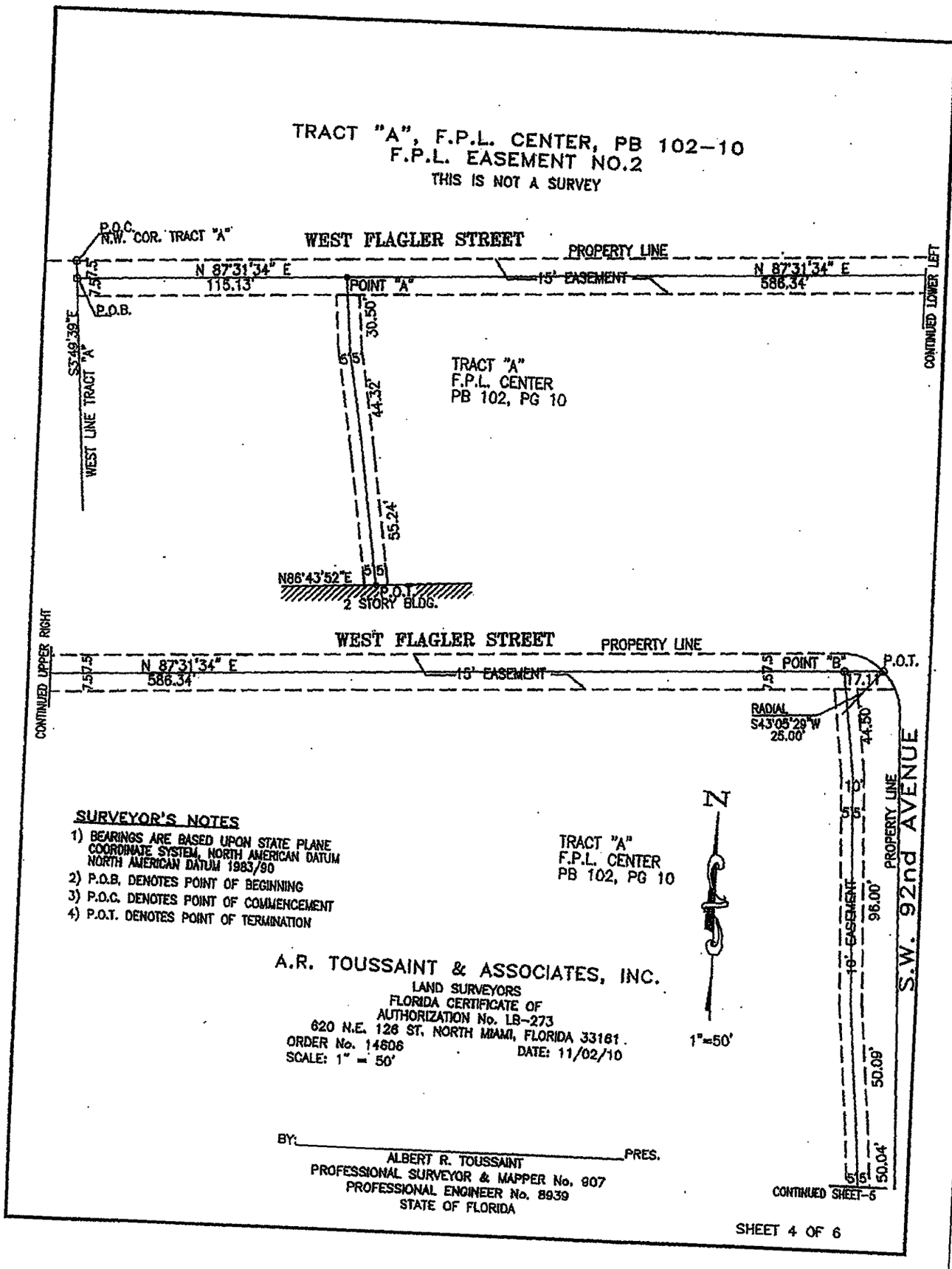
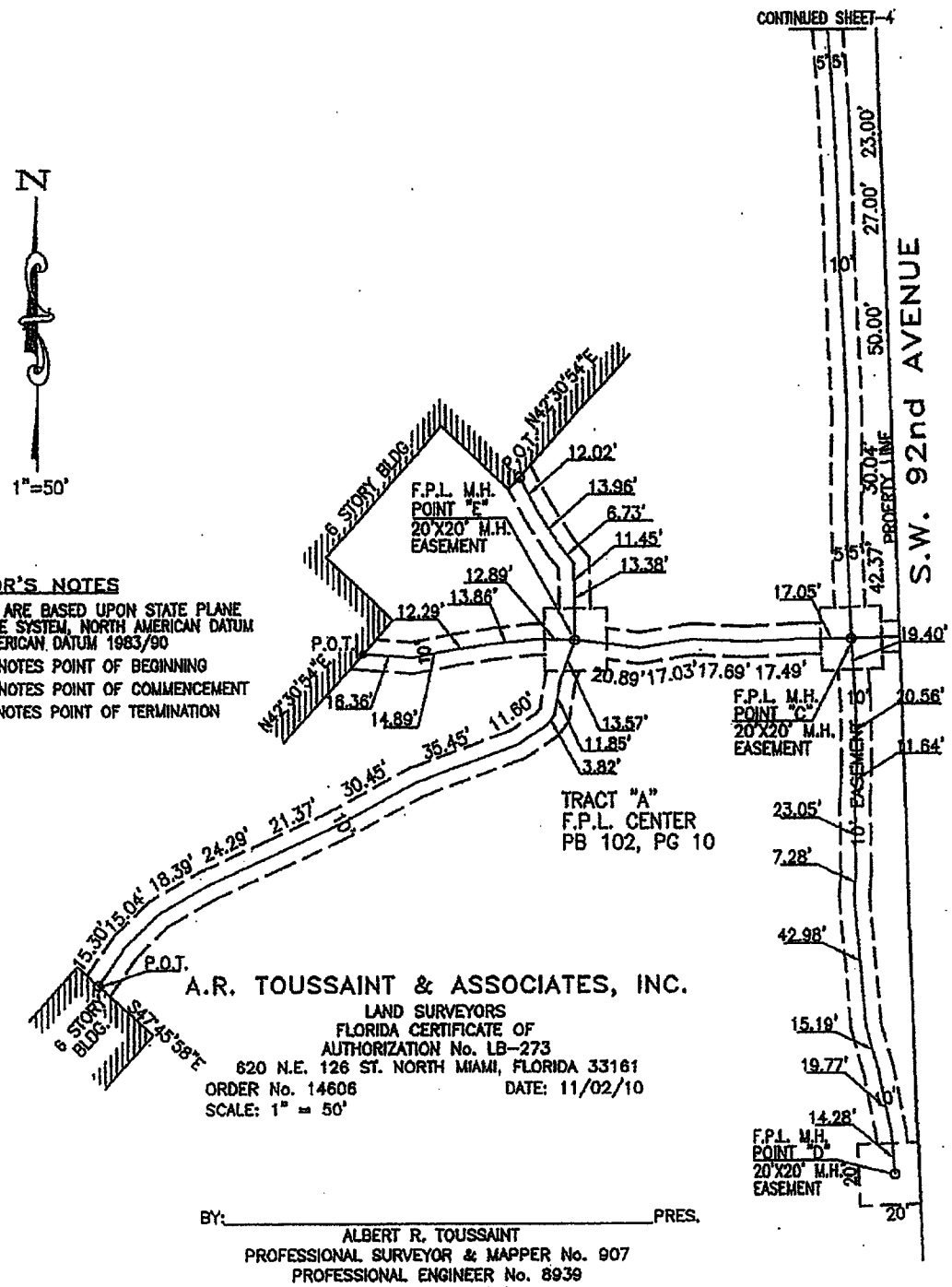
STATE OF FLORIDA


TRACT "A", F.P.L. CENTER, PB 102-10
F.P.L. EASEMENT NO.2
THIS IS NOT A SURVEY
P.O.C.
N.W. COR. TRACT "A"
WEST FLAGLER STREET
PROPERTY LINE
N 87°31'34" E
115.13'
POINT "A"
15' EASEMENT
N 87°31'34" E
586.34'
CONTINUED LOWER LEFT
P.O.B.
S3°49'39"E
WEST LINE TRACT "A"
30.50'
TRACT "A"
F.P.L. CENTER
PB 102, PG 10
44.32'
55.24'
N86°43'52"E
P.O.T.
2 STORY BLDG.
CONTINUED UPPER RIGHT
WEST FLAGLER STREET
PROPERTY LINE
N 87°31'34" E
586.34'
15' EASEMENT
POINT "B"
P.O.T.
RADIAL
S43°05'29"W
25.00'
44.50'
10'
PROPERTY LINE
10' EASEMENT
96.00'
50.09'
50.04'
S.W. 92nd AVENUE
CONTINUED SHEET-5
SURVEYOR'S NOTES
1) BEARINGS ARE BASED UPON STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM NORTH AMERICAN DATUM 1983/90
2) P.O.B. DENOTES POINT OF BEGINNING
3) P.O.C. DENOTES POINT OF COMMENCEMENT
4) P.O.T. DENOTES POINT OF TERMINATION
TRACT "A"
F.P.L. CENTER
PB 102, PG 10
N
1"=50'
A.R. TOUSSAINT & ASSOCIATES, INC.
LAND SURVEYORS
FLORIDA CERTIFICATE OF
AUTHORIZATION No. LB-273
620 N.E. 126 ST. NORTH MIAMI, FLORIDA 33161
ORDER No. 14606
DATE: 11/02/10
SCALE: 1" = 50'
BY:
PRES.
ALBERT R. TOUSSAINT
PROFESSIONAL SURVEYOR & MAPPER No. 907
PROFESSIONAL ENGINEER No. 8939
STATE OF FLORIDA
SHEET 4 OF 6

TRACT "A", F.P.L. CENTER, PB 102–10
F.P.L. EASEMENT NO.2
THIS IS NOT A SURVEY



SURVEYOR'S NOTES

1) BEARINGS ARE BASED UPON STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM NORTH AMERICAN DATUM 1983/90
2) P.O.B. DENOTES POINT OF BEGINNING
3) P.O.C. DENOTES POINT OF COMMENCEMENT
4) P.O.T. DENOTES POINT OF TERMINATION

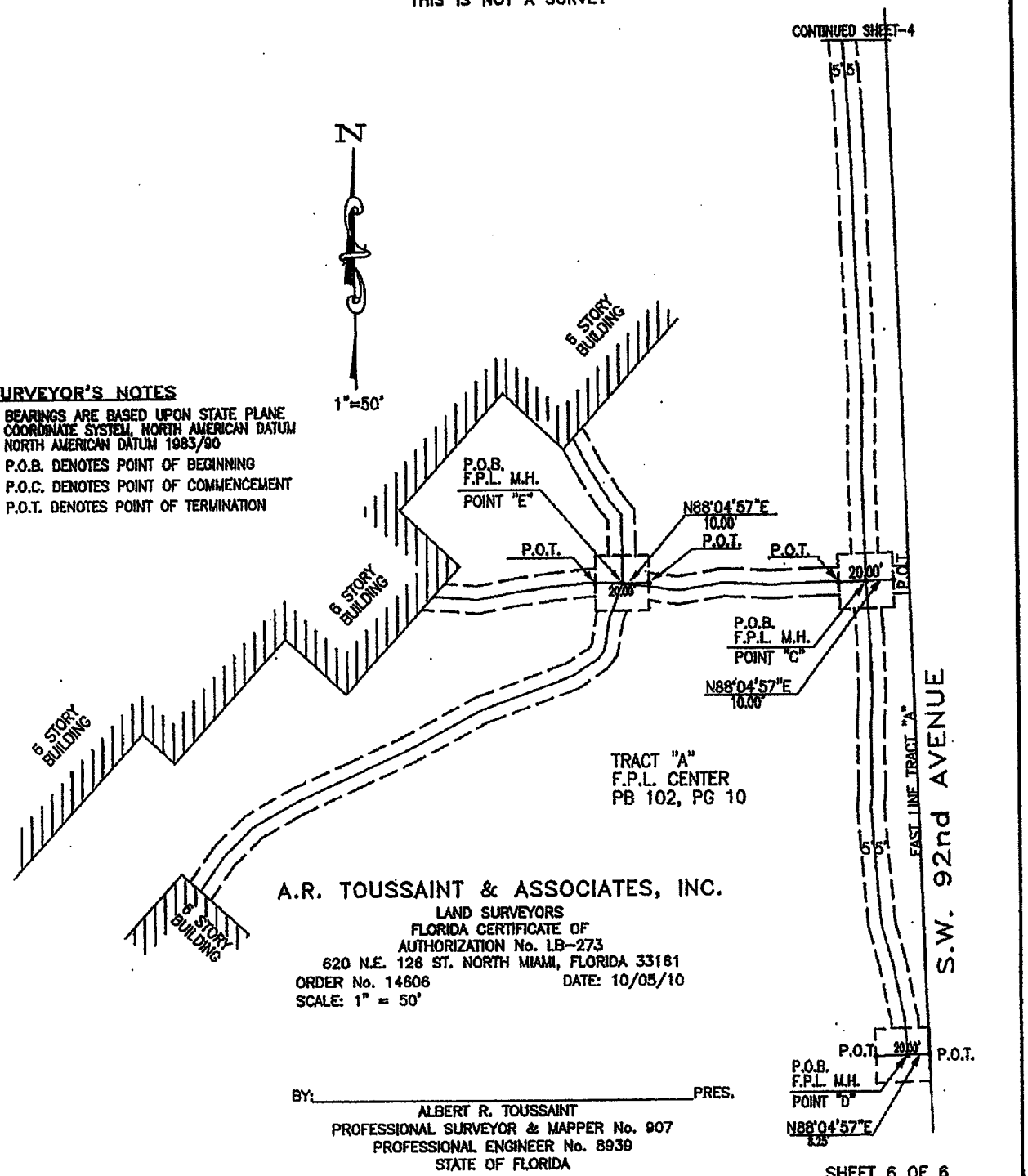
A.R. TOUSSAINT & ASSOCIATES, INC.
LAND SURVEYORS
FLORIDA CERTIFICATE OF
AUTHORIZATION No. LB–273
620 N.E. 126 ST. NORTH MIAMI, FLORIDA 33161
ORDER No. 14606 DATE: 11/02/10
SCALE: 1" = 50'

BY:_____PRES.
ALBERT R. TOUSSAINT
PROFESSIONAL SURVEYOR & MAPPER No. 907
PROFESSIONAL ENGINEER No. 8939
STATE OF FLORIDA

SHEET 5 OF 6

TRACT "A", F.P.L. CENTER, PB 102-10
F.P.L. EASEMENT NO.2

THIS IS NOT A SURVEY



SURVEYOR'S NOTES

1) BEARINGS ARE BASED UPON STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM NORTH AMERICAN DATUM 1983/90
2) P.O.B. DENOTES POINT OF BEGINNING
3) P.O.C. DENOTES POINT OF COMMENCEMENT
4) P.O.T. DENOTES POINT OF TERMINATION

A.R. TOUSSAINT & ASSOCIATES, INC.
LAND SURVEYORS
FLORIDA CERTIFICATE OF
AUTHORIZATION No. LB-273
620 N.E. 126 ST. NORTH MIAMI, FLORIDA 33161

ORDER No. 14606 DATE: 10/05/10
SCALE: 1" = 50'

BY:_____PRES.
ALBERT R. TOUSSAINT
PROFESSIONAL SURVEYOR & MAPPER No. 907
PROFESSIONAL ENGINEER No. 8939
STATE OF FLORIDA

SHEET 6 OF 6

EASEMENT LEGAL DESCRIPTION AND SKETCH TO ACCOMPANY LEGAL DESCRIPTION

THIS IS NOT A SURVEY

FPL EASEMENT NO. 3

LEGAL DESCRIPTION:

F.P.L. EASEMENT NO. 3

A PORTION OF TRACT "A" OF THE F.P.L. CENTER, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 102, PAGE 10 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, LYING IN THE SOUTHWEST ONE-QUARTER OF SECTION 4, TOWNSHIP 54 SOUTH, RANGE 40 EAST, MIAMI-DADE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID "TRACT A"; THENCE NORTH 87°36'49" EAST ALONG THE SOUTH LINE OF SAID TRACT "A" A DISTANCE OF 624.10 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT, SAID POINT BEING THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE BEING CONCAVE TO THE NORTHWEST AND HAVING A CENTRAL ANGLE OF 89°31'52", A RADIUS OF 25.00 FEET , FOR AN ARC DISTANCE OF 39.07 FEET TO A POINT OF TANGENCY; THENCE NORTH 1°55'03", WEST ALONG THE EAST PROPERTY LINE OF SAID TRACT "A" FOR A DISTANCE OF 37.68 FEET; THENCE NORTHERLY ALONG A CIRCULAR CURVE TO THE RIGHT BEING CONCAVE TO THE EAST HAVING A CENTRAL ANGLE OF 4°33'21" , A RADIUS OF 1200.00 FEET AND AN ARC DISTANCE OF 95.42 FEET, A RADIAL BEARING TO THE RADIUS POINT OF SOUTH 87°21'42" EAST; THENCE SOUTH 43°03'22" WEST A DISTANCE OF 224.85 FEET TO A POINT ON THE SOUTH PROPERTY LINE OF SAID TRACT "A"; THENCE NORTH 87°36'49" EAST A DISTANCE OF 130.33 FEET TO THE POINT OF BEGINNING.

A.R. TOUSSAINT & ASSOCIATES, INC.
LAND SURVEYORS
FLORIDA CERTIFICATE OF AUTHORIZATION No. LB-273
620 N.E. 126 ST. NORTH MIAMI, FLORIDA 33161

ORDER No. 14606 DATE: 10/05/10, REVISED: 11/01/10

BY:_____PRES.

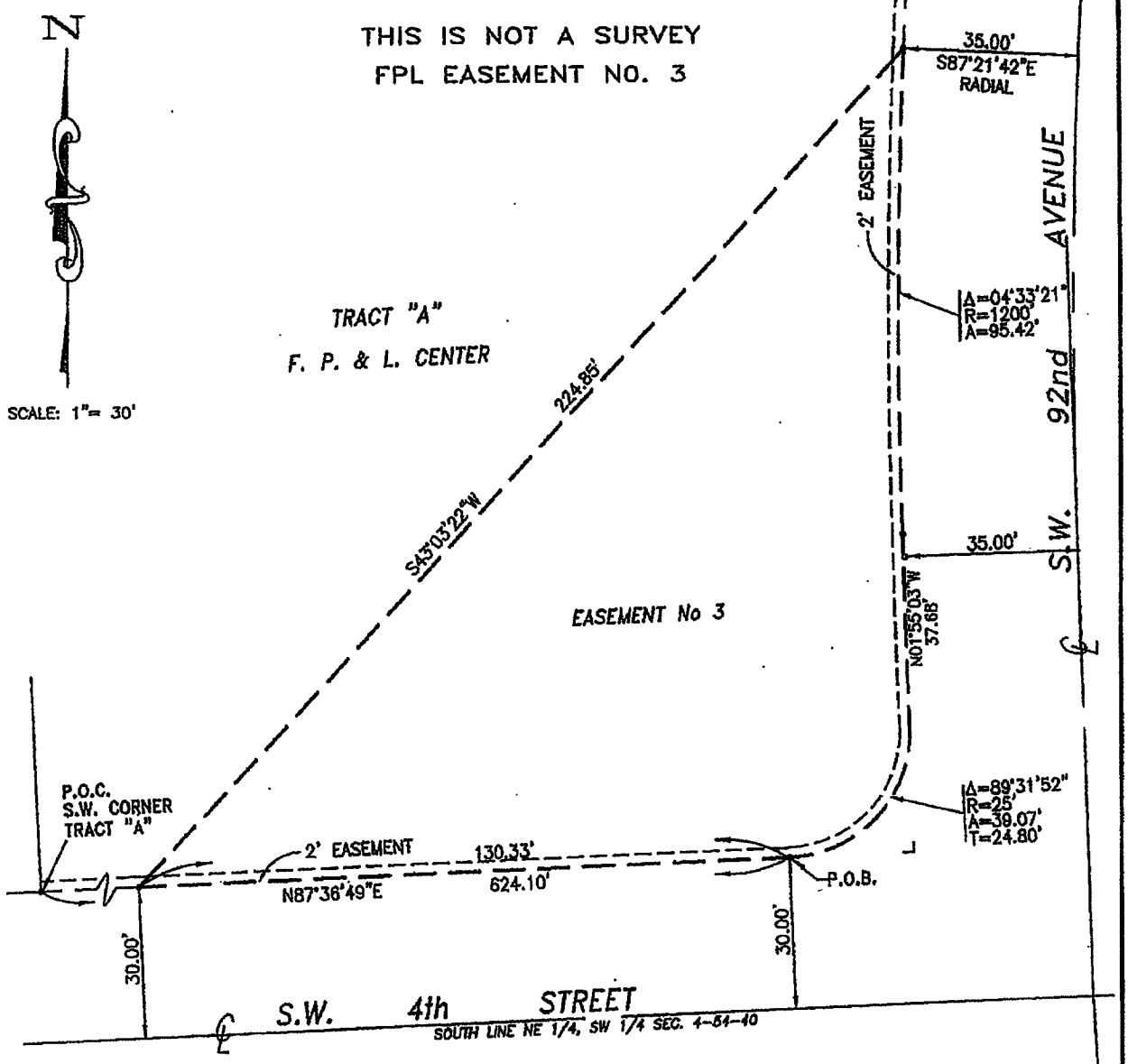
ALBERT R. TOUSSAINT
PROFESSIONAL SURVEYOR & MAPPER No. 907
PROFESSIONAL ENGINEER No. 8939
STATE OF FLORIDA

SHEET 1 OF 2

EASEMENT LEGAL DESCRIPTION AND SKETCH TO ACCOMPANY LEGAL DESCRIPTION

THIS IS NOT A SURVEY

FPL EASEMENT NO. 3



A.R. TOUSSAINT & ASSOCIATES, INC.
LAND SURVEYORS
FLORIDA CERTIFICATE OF
AUTHORIZATION No. LB-273
620 N.E. 126 ST. NORTH MIAMI, FLORIDA 33161

ORDER No. 14606 DATE: 10/05/10, REVISED: 11/01/10

BY:_____PRES.

ALBERT R. TOUSSAINT
PROFESSIONAL SURVEYOR & MAPPER No. 907
PROFESSIONAL ENGINEER No. 8939
STATE OF FLORIDA

SHEET 2 OF 2

TRACT "7", BLOCK 4, RICHARDSON-KELLET COMPANY'S PLAT, PB 4-100
& A PORTION OF THE NW 1/4 OF THE SE 1/4 OF SEC. 4-56-40
F.P.L EASEMENT NO.4
THIS IS NOT A SURVEY

LEGAL DESCRIPTION:

F.P.L. EASEMENT NO. 4

A PORTION OF TRACT 7, BLOCK 4, OF RICHARDSON-KELLET COMPANY'S PLAT IN SECTION 4, TOWNSHIP 54 SOUTH, RANGE 40 EAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 4, AT PAGE 100 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; TOGETHER WITH THAT PORTION OF THE NW ¼ OF THE SE ¼ OF SECTION 4, TOWNSHIP 54 SOUTH, RANGE 40 EAST, LYING WEST OF SAID TRACT 7, AS DEEDED TO FLORIDA POWER AND LIGHT COMPANY BY THAT CERTAIN WARRANTY DEED DATED APRIL 26TH, 1971 AND RECORDED IN OFFICIAL RECORDS BOOK 8275, PAGE 315 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, ALL OF THE ABOVE LYING IN THE SE ¼ OF SAID SECTION 4, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID TRACT 7; THENCE RUN NORTH 1°54'43" WEST ALONG THE EAST LINE OF SAID TRACT 7 FOR A DISTANCE OF 25.00 FEET; THENCE RUN SOUTH 87°35'46" WEST ALONG A LINE 25.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID TRACT 7 FOR A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREINAFTER TO BE DESCRIBED; THENCE CONTINUE SOUTH 87°35'46" WEST ALONG THE SAID LINE 25.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID TRACT 7 FOR A DISTANCE OF 435.57 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE BEING CONCAVE TO THE NORTHEAST AND HAVING A CENTRAL ANGLE OF 90°29'11" A RADIUS OF 25.00 FEET, FOR AN ARC DISTANCE OF 39.48 FEET TO A POINT OF TANGENCY; ON THE EAST RIGHT OF WAY LINE OF SOUTHWEST 92ND AVENUE AS SHOWN ON THE PLAT OF "F.P.L CENTER" ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 102 AT PAGE 10 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE RUN NORTH 1°55'03" WEST ALONG THE SAID EAST RIGHT OF WAY LINE OF SOUTHWEST 92ND AVENUE FOR A DISTANCE OF 41.67 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, BEING CONCAVE TO THE EAST AND HAVING A CENTRAL ANGLE OF 5°40'53", A RADIUS OF 1130.00 FEET, FOR AN ARC DISTANCE OF 112.05 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 3°45'50" EAST ALONG THE SAID EAST RIGHT OF WAY LINE OF SOUTHWEST 92ND AVENUE FOR A DISTANCE OF 243.56 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, BEING CONCAVE TO THE WEST AND HAVING A CENTRAL ANGLE OF 5°40'53" A RADIUS OF 1270 FEET, FOR AN ARC DISTANCE OF 125.93 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 1°55'03" WEST ALONG THE SAID EAST RIGHT OF WAY LINE OF SOUTHWEST 92ND AVENUE FOR A DISTANCE OF 59.03 FEET; THENCE RUN NORTH 87°33'36" EAST ALONG A LINE 30.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID TRACT 7 FOR A DISTANCE OF 55.00 FEET;

CONTINUED ON SHEET-2

A.R. TOUSSAINT & ASSOCIATES, INC.
LAND SURVEYORS
FLORIDA CERTIFICATE OF
AUTHORIZATION No. LB-273
620 N.E. 126 ST. NORTH MIAMI, FLORIDA 33161
ORDER No. 14606 DATE: 11/03/10

BY:_____PRES.
ALBERT R. TOUSSAINT
PROFESSIONAL SURVEYOR & MAPPER No. 907
PROFESSIONAL ENGINEER No. 8939
STATE OF FLORIDA

TRACT "7", BLOCK 4, RICHARDSON-KELLET COMPANY'S PLAT, PB 4-100
& A PORTION OF THE NW 1/4 OF THE SE 1/4 OF SEC. 4-56-40
F.P.L EASEMENT NO.4
THIS IS NOT A SURVEY

THENCE SOUTH 6°49'06" WEST A DISTANCE OF 130.81 FEET;
THENCE SOUTH 0°52'40" EAST A DISTANCE OF 202.26 FEET;
THENCE NORTH 41°34'50" EAST A DISTANCE OF 132.73 FEET;
THENCE NORTH 3°09'48" WEST A DISTANCE OF 61.84 FEET;
THENCE SOUTH 88°26'11" WEST A DISTANCE OF 28.70 FEET;
THENCE NORTH 1°33'49" WEST A DISTANCE OF 15.00 FEET;
THENCE NORTH 88°26'11" EAST A DISTANCE OF 28.70 FEET;
THENCE NORTH 0°02'10" EAST A DISTANCE OF 159.17 FEET POINT "A";
THENCE NORTH 87°33'36" EAST A DISTANCE OF 288.91 FEET;
THENCE SOUTH 1°54'43" EAST A DISTANCE OF 10.00 FEET;
THENCE NORTH 87°33'36" EAST A DISTANCE OF 9.00 FEET;
THENCE SOUTH 1°54'43" EAST A DISTANCE OF 195.61 FEET;
THENCE SOUTH 41°20'18" WEST A DISTANCE OF 287.61 FEET;
THENCE SOUTH 48°39'42" EAST A DISTANCE OF 25.00 FEET;
THENCE SOUTH 41°20'18" WEST A DISTANCE OF 15.00 FEET;
THENCE NORTH 48°39'42" WEST A DISTANCE OF 25.00 FEET;
THENCE SOUTH 41°20'18" WEST A DISTANCE OF 60.20 FEET;
THENCE SOUTH 2°32'25" EAST A DISTANCE OF 121.11 FEET;
THENCE NORTH 87°35'46" EAST A DISTANCE OF 247.27 FEET;
THENCE SOUTH 1°54'43" EAST A DISTANCE OF 17.00 FEET;
TO THE POINT OF BEGINNING:

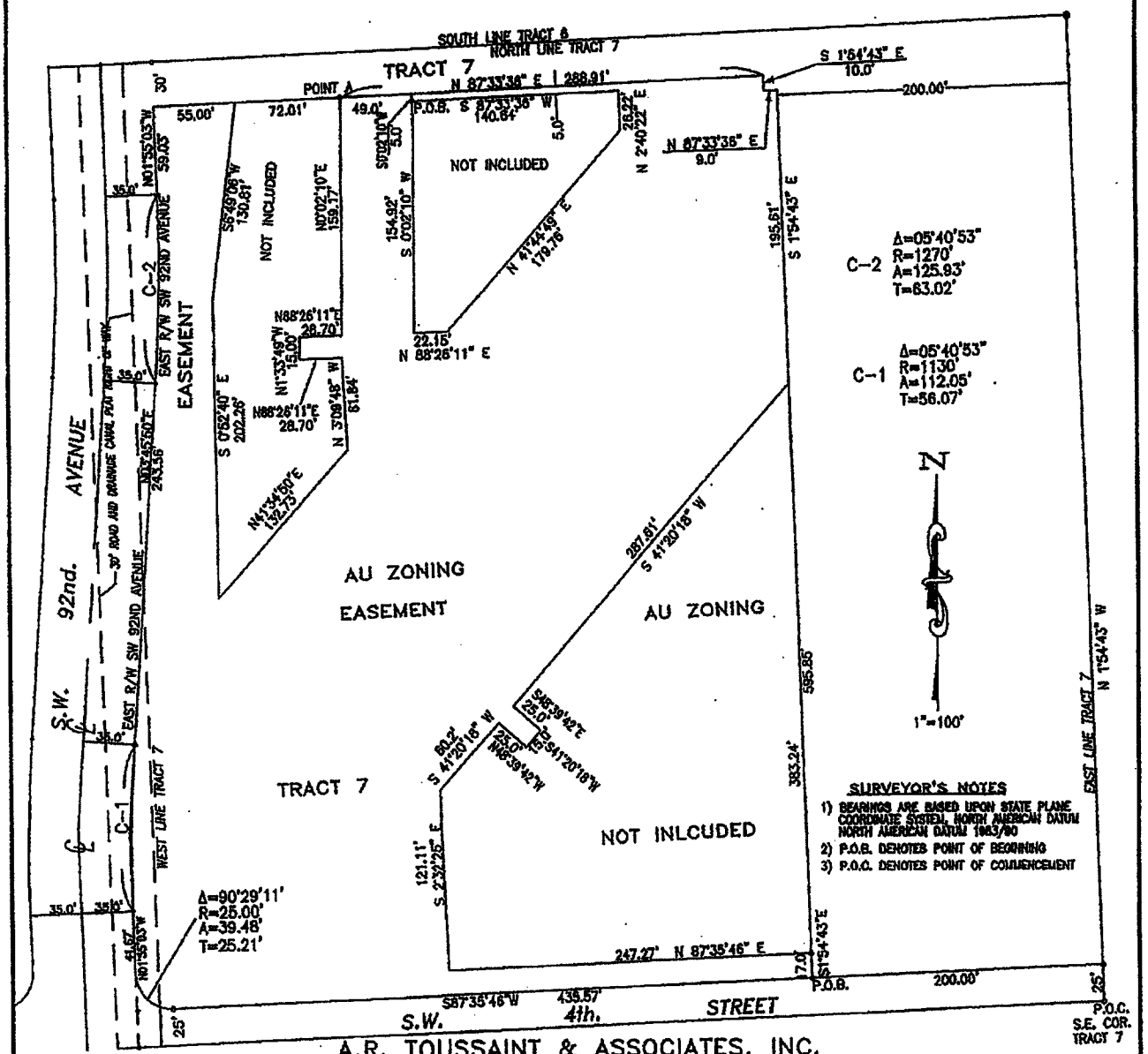
LESS THE FOLLOWING DESCRIBED INTERIOR PARCEL:
COMMENCE AT THE ABOVE DESCRIBED POINT "A"; THENCE NORTH 87°33'36" EAST ALONG THE LINE 30.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID TRACT 7 FOR A DISTANCE OF 49.00 FEET; THENCE SOUTH 0°02'10" WEST A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING OF THE LESS OUT INTERIOR PARCEL; THENCE CONTINUE SOUTH 0°02'10" WEST A DISTANCE OF 154.92 FEET; THENCE NORTH 88°26'11" EAST A DISTANCE OF 22.15 FEET; THENCE NORTH 41°44'49" EAST A DISTANCE OF 179.76 FEET; THENCE NORTH 2°40'22" EAST A DISTANCE OF 26.22 FEET; THENCE SOUTH 87°33'36" WEST A DISTANCE OF 140.64 FEET TO THE POINT OF BEGINNING OF THE SAID LESS OUT INTERIOR PARCEL.

A.R. TOUSSAINT & ASSOCIATES, INC.
LAND SURVEYORS
FLORIDA CERTIFICATE OF
AUTHORIZATION No. LB-273
620 N.E. 126 ST. NORTH MIAMI, FLORIDA 33161
ORDER No. 14606 DATE: 11/03/10

BY:_____PRES.
ALBERT R. TOUSSAINT
PROFESSIONAL SURVEYOR & MAPPER No. 907
PROFESSIONAL ENGINEER No. 8939
STATE OF FLORIDA

SHEET 2 OF 3

TRACT "7", BLOCK 4, RICHARDSON-KELLET COMPANY'S PLAT, PB 4-100
& A PORTION OF THE NW 1/4 OF THE SE 1/4 OF SEC. 4-56-40
F.P.L EASEMENT NO.4
THIS IS NOT A SURVEY



SURVEYOR'S NOTES
1) BEARINGS ARE BASED UPON STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM NORTH AMERICAN DATUM 1983/90
2) P.O.B. DENOTES POINT OF BEGINNING
3) P.O.C. DENOTES POINT OF COMMENCEMENT

A.R. TOUSSAINT & ASSOCIATES, INC.
LAND SURVEYORS
FLORIDA CERTIFICATE OF
AUTHORIZATION No. LB-273
820 N.E. 126 ST. NORTH MIAMI, FLORIDA 33161
ORDER No. 14606 DATE: 11/03/10
SCALE: 1" = 100'

BY:_____PRES.
ALBERT R. TOUSSAINT
PROFESSIONAL SURVEYOR & MAPPER No. 907
PROFESSIONAL ENGINEER No. 8939
STATE OF FLORIDA

SHEET 3 OF 3

TRACT "A", F.P.L. CENTER, PB 102-10
F.P.L. EASEMENT NO.5
THIS IS NOT A SURVEY

LEGAL DESCRIPTION:

F.P.L. EASEMENT NO. 5

A PORTION OF THE NORTHWEST ¼ OF THE SOUTHWEST ¼, OF THE SOUTHEAST ¼ OF SECTION 4, TOWNSHIP 54 SOUTH, RANGE 40 EAST, MIAMI-DADE COUNTY, FLORIDA LESS THE WEST 35.00 FEET THEREOF: BEING MORE PARTICULARLY DESCRIBED:

THE EAST 15.00 FEET OF THE WEST 50 FEET OF THE NORTHWEST ¼, OF THE SOUTHWEST ¼, OF THE SOUTHEAST ¼ OF SAID SECTION 4;

TOGETHER WITH:
THE NORTH 40.00 FEET OF THE NORTHWEST ¼, OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF THE SAID SECTION 4, LESS THE WEST 50.00 FEET THEREOF;

TOGETHER WITH:
THE SOUTH 40.00 FEET OF THE NORTH 80.00 FEET OF THE EAST 15.00 FEET OF THE WEST 230.00 FEET OF THE NORTHWEST ¼, OF THE SOUTHWEST ¼, OF THE SOUTHEAST ¼, OF THE SAID SECTION 4.

TOGETHER WITH:
THE SOUTH 40.00 FEET OF THE NORTH 80.00 FEET OF THE EAST 15.00 FEET OF THE WEST 396.00 FEET, OF THE NORTHWEST ¼, OF THE SOUTHWEST ¼, OF THE SOUTHEAST ¼, OF THE SAID SECTION 4.

TOGETHER WITH:
THE SOUTH 40.00 FEET OF THE NORTH 80.00 FEET OF THE EAST 15.00 FEET OF THE WEST 536.00 FEET OF THE NORTHWEST ¼, OF THE SOUTHWEST ¼, OF THE SOUTHEAST ¼, OF THE SAID SECTION 4.

TOGETHER WITH:
A PORTION OF THE NORTHWEST ¼, OF THE SOUTHWEST ¼, OF THE SOUTHEAST ¼ OF THE SAID SECTION 4; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST ¼, OF THE SOUTHWEST ¼, OF THE SOUTHEAST ¼ OF SECTION 4, TOWNSHIP 54 SOUTH, RANGE 40 EAST; THENCE RUN NORTH 87°35'46 EAST ALONG THE NORTH LINE OF THE NORTHWEST ¼,OF THE SOUTHWEST ¼, OF THE SOUTHEAST ¼, OF THE SAID SECTION 4 FOR A DISTANCE OF 50.01 FEET; THENCE RUN SOUTH 3°34'42" EAST ALONG A LINE 50.00 FEET EAST OF AND PARALLEL TO THE WEST LINE THE NORTHWEST ¼, OF THE SOUTHWEST ¼, OF THE SOUTHEAST ¼ ,OF THE SAID SECTION 4 FOR A DISTANCE 40.01 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 3°34'42" EAST FOR A DISTANCE OF 30.00 FEET; THENCE NORTH 36°42'29" EAST FOR A DISTANCE OF 38.66 FEET; THENCE SOUTH 87°35'46"WEST ALONG THE SOUTH LINE OF THE NORTH 40.00 FEET OF THE NORTHWEST ¼, OF THE SOUTHWEST ¼, OF THE SOUTHEAST ¼ OF THE SAID SECTION 4 FOR A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING.

A.R. TOUSSAINT & ASSOCIATES, INC.
LAND SURVEYORS
FLORIDA CERTIFICATE OF
AUTHORIZATION No. LB-273
620 N.E. 126 ST. NORTH MIAMI, FLORIDA 33161
ORDER No. 14606 DATE: 11/02/10

BY:_____PRES.
ALBERT R. TOUSSAINT
PROFESSIONAL SURVEYOR & MAPPER No. 907
PROFESSIONAL ENGINEER No. 8939
STATE OF FLORIDA

SHEET 1 OF 2

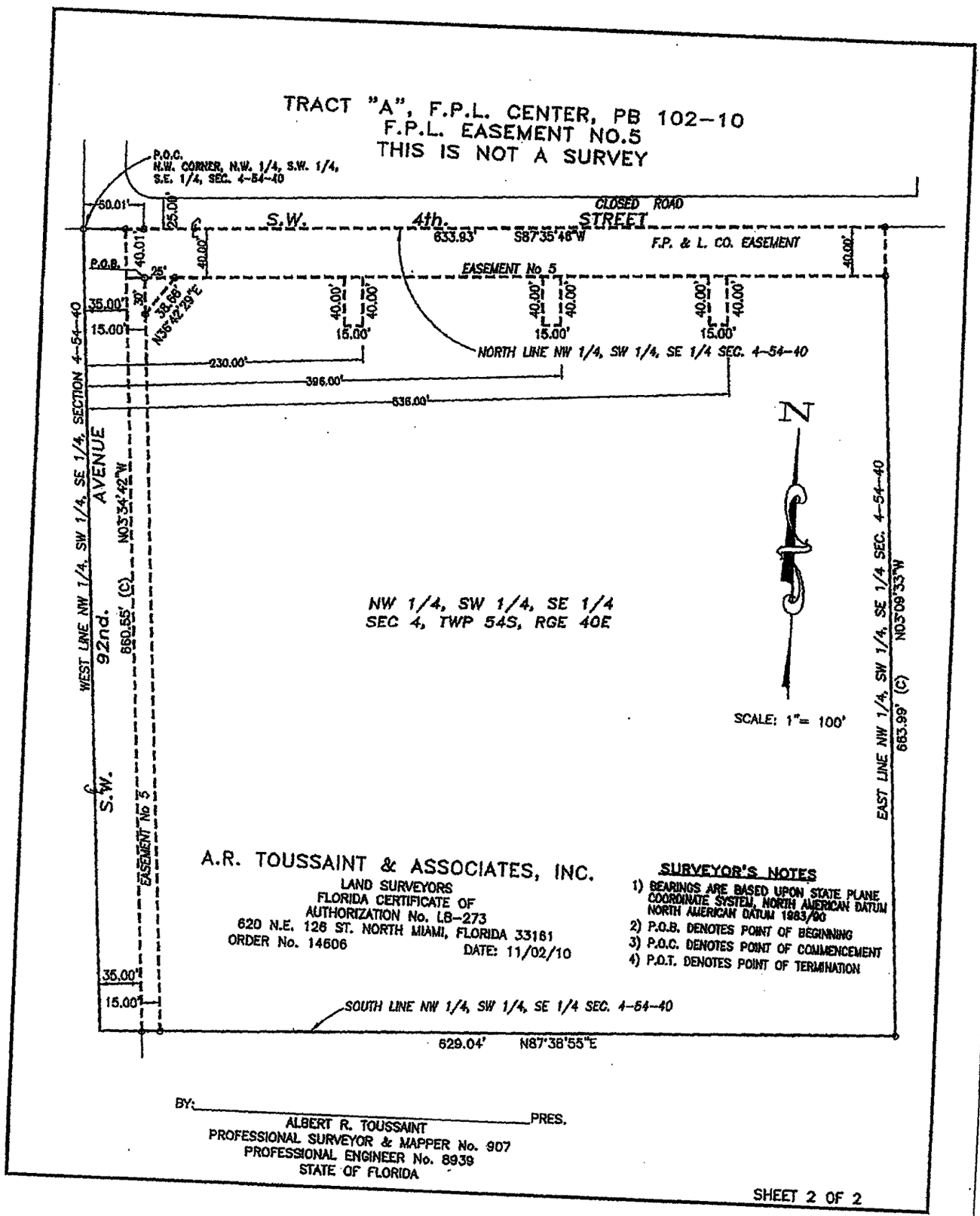

TRACT "A", F.P.L. CENTER, PB 102-10
F.P.L. EASEMENT NO.5
THIS IS NOT A SURVEY
P.O.C.
N.W. CORNER, N.W. 1/4, S.W. 1/4,
S.E. 1/4, SEC. 4-54-40
50.01'
25.00'
S.W. 4th. STREET
CLOSED ROAD
633.93'
S87°35'46"W
F.P. & L. CO. EASEMENT
40.00'
P.O.B.
40.01'
25'
EASEMENT No 5
35.00'
15.00'
30'
40'
38.59'
N35°42'29"E
40.00'
15.00'
NORTH LINE NW 1/4, SW 1/4, SE 1/4 SEC. 4-54-40
230.00'
396.00'
636.00'
WEST LINE NW 1/4, SW 1/4, SE 1/4, SECTION 4-54-40
AVENUE
92nd.
660.55' (C)
N03°34'42"W
S.W.
EASEMENT No 5
NW 1/4, SW 1/4, SE 1/4
SEC 4, TWP 54S, RGE 40E
N
SCALE: 1"= 100'
EAST LINE NW 1/4, SW 1/4, SE 1/4 SEC. 4-54-40
663.99' (C)
N03°09'33"W
A.R. TOUSSAINT & ASSOCIATES, INC.
LAND SURVEYORS
FLORIDA CERTIFICATE OF
AUTHORIZATION No. LB-273
620 N.E. 126 ST. NORTH MIAMI, FLORIDA 33161
ORDER No. 14606
DATE: 11/02/10
SURVEYOR'S NOTES
1) BEARINGS ARE BASED UPON STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM NORTH AMERICAN DATUM 1983/90
2) P.O.B. DENOTES POINT OF BEGINNING
3) P.O.C. DENOTES POINT OF COMMENCEMENT
4) P.O.T. DENOTES POINT OF TERMINATION
35.00'
15.00'
SOUTH LINE NW 1/4, SW 1/4, SE 1/4 SEC. 4-54-40
629.04'
N87°38'55"E
BY:
PRES.
ALBERT R. TOUSSAINT
PROFESSIONAL SURVEYOR & MAPPER No. 907
PROFESSIONAL ENGINEER No. 8939
STATE OF FLORIDA
SHEET 2 OF 2

Exhibit "H(i)"

CFN 2011R0280602
OR Bk 27671 Pgs 2945 - 2955; (11pgs)
RECORDED 04/29/2011 15:56:31
DEED DOC TAX 0.60
SURTAX 0.45
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

Prepared by and Return To:
David Eckmann
FPL FiberNet, LLC
9250 W. Flagler Street

EASEMENT

The undersigned (the "Grantor"), in consideration of the payment of $10.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, and subject to the provisions and limitations set forth herein, grant and give to FPL FiberNet, LLC, its licensees, agents, successors, and assigns (the "Grantee"), a nonexclusive easement forever for purpose of constructing, installing, maintaining, repairing, replacing and operating certain overhead and underground communication equipment including, without limitation, antennae, transmitters, receivers, network interface equipment and devices, power supply devices, equipment monitors, horizontal and vertical conduit and innerduct systems, raceways, wires, cables, equipment racks and cabinets, junction boxes, fiber-optic cable splice cases, hangers, pull boxes and other appurtenant facilities and improvements to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage, as well as, the size of and remove such facilities or any of them within an easement area described on **Exhibit A** described as follows:

SEE ATTACHED EXHIBIT "A"
HEREBY ATTACHED TO AND BY REFERENCE INCORPORATED HEREIN

Together with ~~the right to permit any other person, firm or corporation to attach wires to any facilities hereunder and lay cable and conduit within the easement and to operate the same for communications purposes;~~ the right of ingress and egress to said premises at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the easement area; the right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement area which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; ~~and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the land heretofore described, over, along, under and across the roads, streets or highways adjoining or through said property.~~ Grantee understands and acknowledges that the Grantor currently uses the easement area as a parking facility and lot, and agrees that it shall not interfere with the Grantor's use thereof.

The Grantor reserves all other rights in and to the easement area not inconsistent with the easement grant contained herein, including the right to use the easement area and grant other easements across all or any portion of the easement area, provided the same do not unreasonably and materially interfere with the use of the easement area by Grantee.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on 28 day of April, 2011.

Signed, sealed and delivered
in the presence of:

Print Name: Ricardo L. Fraga

Print Name: Laura Gangeri

OROT FLAGLER LLC

By: _____
Signature

Its: MANAGER

Print Name: MARCEL GROSSKOPF

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

On this 28 day of April, 2011 before me, the undersigned notary public, personally appeared Manuel Grosskopf, as Manager (title) for OROT FLAGLER LLC, a Florida limited liability company, personally known to me to be the person who subscribed to the foregoing instrument or who has produced _____, as identification, and acknowledged that he/she/they executed the same.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC, STATE OF FLORIDA

My Commission Expires:

Ricardo Fraga
Name (Print):

Commission No.: _____

RICARDO L. FRAGA
Notary Public - State of Florida
My Comm. Expires Jun 28, 2013
Commission # DD 902892
Bonded Through National Notary Assn.

Exhibit "A"
To Easement
Legal Description

TRACT "A", F.P.L. CENTER, PB 102–10
FIBERNET EASEMENT NO. 6
SKETCH TO ACCOMPANY LEGAL DESCRIPTION
THIS IS NOT A SURVEY

LEGAL DESCRIPTION:

FIBERNET EASEMENT NO. 6

A STRIP OF LAND BEING A PORTION OF TRACT "A" OF THE F.P.L. CENTER, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 102, PAGE 10 OF THE PUBLIC RECORDS OF MIAMI–DADE COUNTY, FLORIDA, LYING IN THE SOUTHWEST ONE–QUARTER OF SECTION 4, TOWNSHIP 54 SOUTH, RANGE 40 EAST, MIAMI–DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID TRACT "A"; THENCE SOUTH 3°49'39" EAST ALONG THE WEST LINE OF SAID TRACT "A" FOR A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING OF A 10.00 FOOT WIDE EASEMENT LYING 5.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE; THENCE NORTH 87°31'34" EAST A DISTANCE OF 99.50 FEET TO POINT "A"; THENCE CONTINUE NORTH 87°31'34" EAST A DISTANCE OF 601.80' POINT "B"; THENCE CONTINUE NORTH 87°31'34" EAST A DISTANCE OF 14.48 FEET TO THE POINT OF TERMINATION OF THIS LINE AT THE INTERSECTION WITH THE PROPERTY LINE CURVE AT THE NORTH EAST CORNER OF SAID TRACT "A", SAID CURVE BEING CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 25.00 FEET AND BEARING SOUTH 34°23'28" WEST TO THE RADIUS POINT.
TOGETHER WITH;

A 10 FOOT WIDE EASEMENT LYING 5.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE; BEGIN AT THE ABOVE POINT "A"; THENCE SOUTH 25°24'32" EAST A DISTANCE OF 16.09 TO POINT "F"; THENCE SOUTH 25°24'32" EAST A DISTANCE OF 7.53 FEET; THENCE SOUTH 0°47'55" EAST A DISTANCE OF 110.53 FEET TO THE INTERSECTION OF THE NORTH WALL OF THE "TWO STORY BUILDING" HAVING A BEARING OF NORTH 86°43'52" EAST AND THE POINT OF TERMINATION.
TOGETHER WITH;

A 10 FOOT WIDE EASEMENT LYING 5.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE; BEGIN AT THE ABOVE POINT "A"; THENCE NORTH 87°31'34" EAST ALONG A LINE 5.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF TRACT "A" A DISTANCE OF 15.60 FEET; THENCE SOUTH 4°35'44" WEST A DISTANCE OF 33.00 FEET; THENCE SOUTH 9°11'33" EAST A DISTANCE OF 44.32 FEET; THENCE SOUTH 8°27'12" EAST A DISTANCE OF 55.24 FEET TO THE POINT OF INTERSECTION WITH THE NORTH WALL OF A TWO STORY BUILDING HAVING A BEARING OF NORTH 86°43'52" EAST SAID POINT OF INTERSECTION BEING THE POINT OF TERMINATION OF THE FOREGOING CENTERLINE.
TOGETHER WITH;

A 10.00 FOOT WIDE EASEMENT LYING 5.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE; BEGIN AT THE ABOVE DESCRIBED POINT "B";
THENCE SOUTH 7°28'54" EAST A DISTANCE OF 47.01 FEET;
THENCE SOUTH 1°55'03" EAST A DISTANCE OF 96.00 FEET;
THENCE SOUTH 5°21'07" EAST A DISTANCE OF 50.09 FEET;
THENCE SOUTH 4°12'30" EAST A DISTANCE OF 50.04 FEET;
THENCE SOUTH 2°39'50" EAST A DISTANCE OF 23.00 FEET:
THENCE SOUTH 1°29'38" EAST A DISTANCE OF 27.00 FEET;
THENCE SOUTH 2°29'23" EAST A DISTANCE OF 50.00 FEET;
THENCE SOUTH 0°56'39" WEST A DISTANCE OF 30.04 FEET;
THENCE SOUTH 1°58'19" EAST A DISTANCE OF 42.37 FEET; TO THE CENTER OF AN EXISTING FLORIDA POWER & LIGHT CO. MANHOLE, POINT "C";

CONTINUED ON SHEET–2

A.R. TOUSSAINT & ASSOCIATES, INC.
LAND SURVEYORS
FLORIDA CERTIFICATE OF
AUTHORIZATION No. LB–273
620 N.E. 126 ST. NORTH MIAMI, FLORIDA 33161
ORDER No. 14606 DATE: 11/04/10

BY:_____PRES.
ALBERT R. TOUSSAINT
PROFESSIONAL SURVEYOR & MAPPER No. 907
PROFESSIONAL ENGINEER No. 8939
STATE OF FLORIDA

TRACT "A", F.P.L. CENTER, PB 102-10
FIBERNET EASEMENT NO. 6
SKETCH TO ACCOMPANY LEGAL DESCRIPTION
THIS IS NOT A SURVEY

LEGAL DESCRIPTION:

FIBERNET EASEMENT NO. 6

THENCE CONTINUE SOUTH 3°57'41" EAST A DISTANCE OF 19.40 FEET;
THENCE SOUTH 1°16'56" EAST A DISTANCE OF 20.56 FEET;
THENCE SOUTH 3°20'57" WEST A DISTANCE OF 11.64 FEET;
THENCE SOUTH 0°50'42" EAST A DISTANCE OF 23.05 FEET;
THENCE SOUTH 5°02'41" WEST A DISTANCE OF 7.28 FEET;
THENCE SOUTH 4°49'52" EAST A DISTANCE OF 42.98 FEET;
THENCE SOUTH 15°27'49" EAST A DISTANCE OF 15.19 FEET;
THENCE SOUTH 11°26'06" EAST A DISTANCE OF 19.77 FEET;
THENCE SOUTH 4°25'02" EAST A DISTANCE OF 14.28 FEET;
TO THE CENTER OF AN EXISTING FLORIDA POWER & LIGHT CO. MANHOLE POINT "D";
TOGETHER WITH;

A 10.00 FOOT WIDE EASEMENT LYING 5.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE; BEGIN AT THE ABOVE DESCRIBED POINT "C"; THENCE NORTH 88°04'57" EAST A DISTANCE OF 15.97 FEET TO THE EAST PROPERTY LINE OF SAID TRACT "A" AND TO THE POINT OF TERMINATION OF THE FOREGOING CENTERLINE.
TOGETHER WITH:

A 10.00 FOOT WIDE EASEMENT LYING 5.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE; BEGIN AT THE ABOVE DESCRIBED POINT "C";
THENCE SOUTH 89°35'48" WEST A DISTANCE OF 17.05 FEET;
THENCE SOUTH 87°12'52" WEST A DISTANCE OF 17.49 FEET;
THENCE NORTH 87°24'28" WEST A DISTANCE OF 17.69 FEET;
THENCE SOUTH 80°58'49" WEST A DISTANCE OF 17.03 FEET;
THENCE NORTH 82°39'26" WEST A DISTANCE OF 20.89 FEET;
TO THE CENTER OF AN EXISTING FLORIDA POWER & LIGHT CO. MANHOLE,
POINT "E";
TOGETHER WITH;

A 10.00 FOOT WIDE EASEMENT LYING 5.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE; BEGIN AT THE ABOVE DESCRIBED POINT "E";
THENCE SOUTH 21°10'26" WEST A DISTANCE OF 13.57 FEET;
THENCE SOUTH 9°34'25" WEST A DISTANCE OF 11.85 FEET;
THENCE SOUTH 37°46'11" WEST A DISTANCE OF 3.82 FEET;
THENCE SOUTH 56°38'19" WEST A DISTANCE OF 11.60 FEET;
THENCE SOUTH 70°12'57" WEST A DISTANCE OF 35.45 FEET;
THENCE SOUTH 62°28'32" WEST A DISTANCE OF 30.45 FEET;
THENCE SOUTH 65°35'38" WEST A DISTANCE OF 21.37 FEET;
THENCE SOUTH 65°43'26" WEST A DISTANCE OF 24.29 FEET;
THENCE SOUTH 60°32'56" WEST A DISTANCE OF 18.39 FEET;
THENCE SOUTH 46°07'54" WEST A DISTANCE OF 15.04 FEET;
THENCE SOUTH 34°58'40" WEST A DISTANCE OF 15.30 FEET TO THE POINT OF INTERSECTION WITH THE NORTH EASTERLY WALL OF A SIX STORY BUILDING HAVING A BEARING OF SOUTH 47°45'58" EAST, SAID POINT OF INTERSECTION BEING THE POINT OF TERMINATION OF THE FOREGOING CENTERLINE.
TOGETHER WITH;

CONTINUED ON SHEET-3

A.R. TOUSSAINT & ASSOCIATES, INC.
LAND SURVEYORS
FLORIDA CERTIFICATE OF
AUTHORIZATION No. LB-273
620 N.E. 126 ST. NORTH MIAMI, FLORIDA 33161
ORDER No. 14606 DATE: 11/04/10

BY:_____PRES.
ALBERT R. TOUSSAINT
PROFESSIONAL SURVEYOR & MAPPER No. 907
PROFESSIONAL ENGINEER No. 8939
STATE OF FLORIDA

TRACT "A", F.P.L. CENTER, PB 102-10
FIBERNET EASEMENT NO. 6
SKETCH TO ACCOMPANY LEGAL DESCRIPTION
THIS IS NOT A SURVEY

LEGAL DESCRIPTION:

FIBERNET EASEMENT NO. 6

A 20.00 FOOT WIDE EASEMENT LYING 10.00 FEET ON EACH SIDE OF THE HEREINAFTER TO BE DESCRIBED CENTERLINE: BEGIN AT THE ABOVE DESCRIBED POINT "D"; THENCE NORTH 88°04'57" EAST A DISTANCE OF 8.25 FEET TO THE POINT OF INTERSECTION WITH THE EAST PROPERTY LINE OF SAID TRACT "A" AND THE EASTERLY TERMINUS OF THE FOREGOING CENTERLINE; THENCE SOUTH 88°04'57" WEST FOR A DISTANCE OF 20.00 FEET TO THE WESTERLY TERMINUS OF THE FOREGOING CENTERLINE.
TOGETHER WITH;

A 20.00 FOOT WIDE EASEMENT LYING 10.00 FEET ON EACH SIDE OF THE HEREINAFTER TO BE DESCRIBED CENTERLINE: BEGIN AT THE ABOVE DESCRIBED POINT "C"; THENCE NORTH 88°04'57" EAST A DISTANCE OF 10.00 FEET TO THE EASTERLY TERMINUS OF THE FOREGOING CENTERLINE; THENCE SOUTH 88°04'57" WEST FOR A DISTANCE OF 20.00 FEET TO THE WESTERLY TERMINUS OF THE FOREGOING CENTERLINE.
TOGETHER WITH;

A 20.00 FOOT WIDE EASEMENT LYING 10.00 FEET ON EACH SIDE OF THE HEREINAFTER TO BE DESCRIBED CENTERLINE: BEGIN AT THE ABOVE DESCRIBED POINT "E"; THENCE NORTH 88°04'57" EAST A DISTANCE OF 10.00 FEET TO THE EASTERLY TERMINUS OF THE FOREGOING CENTERLINE; THENCE SOUTH 88°04'57" WEST FOR A DISTANCE OF 20.00 FEET TO THE WESTERLY TERMINUS OF THE FOREGOING CENTERLINE.

AN EASEMENT BOUNDED ON THE NORTH BY THE SOUTH LINE OF THE NORTH 10.00 FEET OF THE SAID TRACT "A" AND THE SOUTHERLY BOUNDARY OF THIS EASEMENT LYING 5.00 FEET SOUTH OF AND PARALLEL TO THE FOLLOWING DESCRIBED CENTER LINE; BEGIN AT THE ABOVE POINT "F";
THENCE SOUTH 88°28'14" EAST A DISTANCE OF 8.24 FEET;
THENCE NORTH 67°52'57" EAST A DISTANCE OF 14.47 FEET;
THENCE NORTH 89°55'57" EAST A DISTANCE OF 25.45 FEET;
THENCE NORTH 81°55'16" EAST A DISTANCE OF 53.94 FEET;
THENCE NORTH 80°55'21" EAST A DISTANCE OF 11.57 FEET;
TO THE SOUTH LINE OF THE NORTH 10.00 FEET OF THE SAID TRACT "A" AND THE POINT OF TERMINATION.
TOGETHER WITH;

AN EASEMENT MORE PARTICULARLY DESCRIBED AS FOLLOWS;
COMMENCE AT POINT "C" AS DESCRIBED ABOVE;
THENCE NORTH 88°04'57" EAST A DISTANCE OF 10.00 FEET;
THENCE SOUTH 1°55'03" EAST A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING;
THENCE SOUTH 1°55'03" EAST A DISTANCE OF 5.00 FEET;
THENCE SOUTH 88°04'57" WEST A DISTANCE OF 4.64 FEET;
THENCE SOUTH 1°55'03" EAST A DISTANCE OF 10.00 FEET;
THENCE NORTH 88°04'57" EAST A DISTANCE OF 10.28 FEET;
THENCE NORTH 1°55'03" WEST A DISTANCE OF 15.00 FEET;
THENCE SOUTH 88°04'57" WEST A DISTANCE OF 5.97 FEET TO THE POINT OF BEGINNING;

THE SIDE LINES OF THIS EASEMENT ARE TO BE LENGTHENED OR SHORTENED AT ANGLE POINTS AND INTERSECTION POINTS TO FORM A CONTIGUOUS STRIP OF LAND ALONG THE ROUTE DESCRIBED AND TO TERMINATE AT THE EASEMENT LINE AS SHOWN ON THE ATTACHED SKETCH.
THE INTENT OF THIS EASEMENT IS TO ENCOMPASS THE UNDERGROUND FIBERNET UTILITIES AS MARKED ON THE SURFACE BY THE FIBERNET CO.

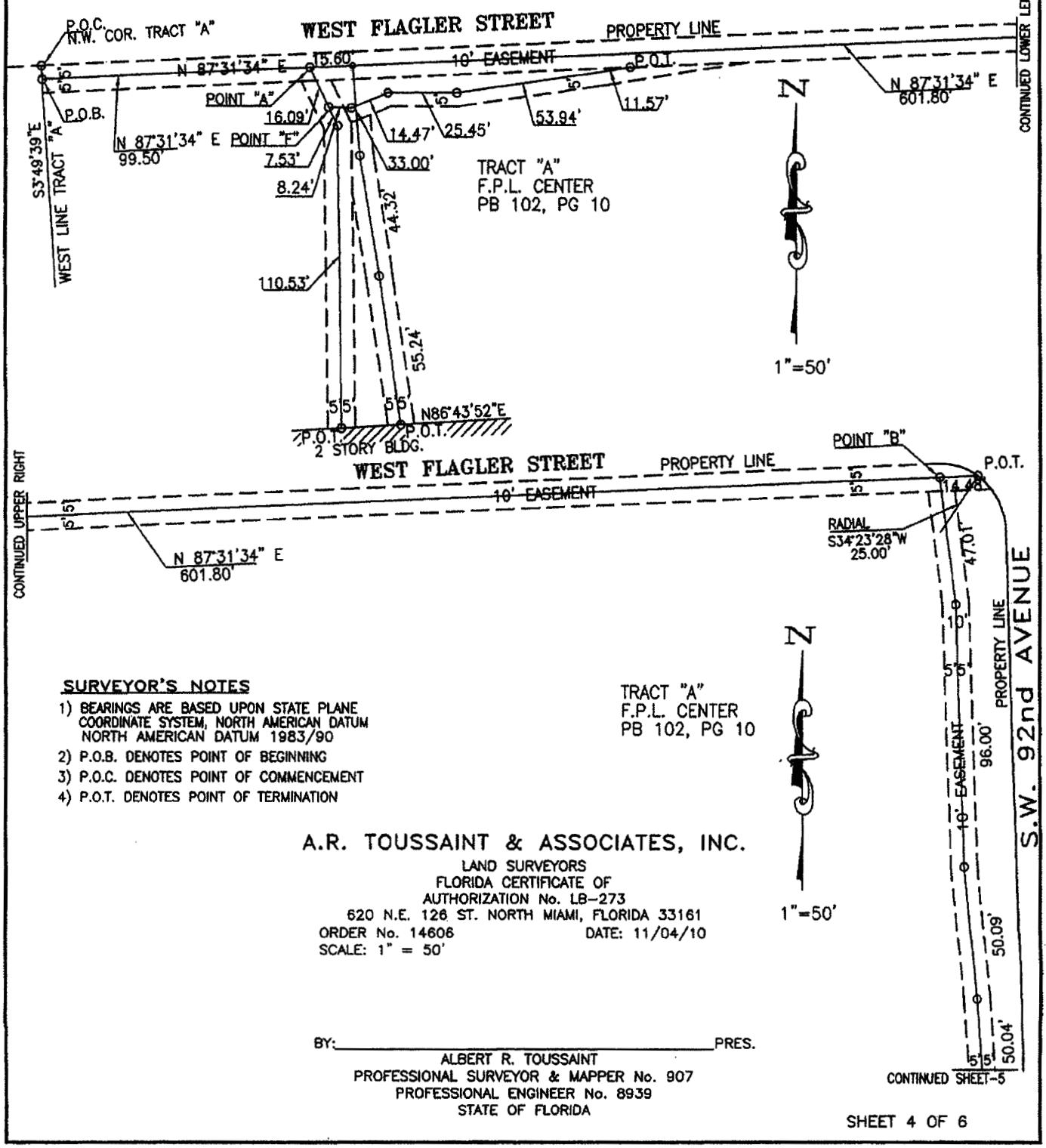
A.R. TOUSSAINT & ASSOCIATES, INC.
LAND SURVEYORS
FLORIDA CERTIFICATE OF
AUTHORIZATION No. LB-273
620 N.E. 126 ST. NORTH MIAMI, FLORIDA 33161

ORDER No. 14606 DATE: 11/04/10

BY:_____PRES.

ALBERT R. TOUSSAINT
PROFESSIONAL SURVEYOR & MAPPER No. 907
PROFESSIONAL ENGINEER No. 8939
STATE OF FLORIDA

TRACT "A", F.P.L. CENTER, PB 102-10
FIBERNET EASEMENT NO. 6
SKETCH TO ACCOMPANY LEGAL DESCRIPTION
THIS IS NOT A SURVEY



SURVEYOR'S NOTES

1) BEARINGS ARE BASED UPON STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM NORTH AMERICAN DATUM 1983/90
2) P.O.B. DENOTES POINT OF BEGINNING
3) P.O.C. DENOTES POINT OF COMMENCEMENT
4) P.O.T. DENOTES POINT OF TERMINATION

TRACT "A"
F.P.L. CENTER
PB 102, PG 10

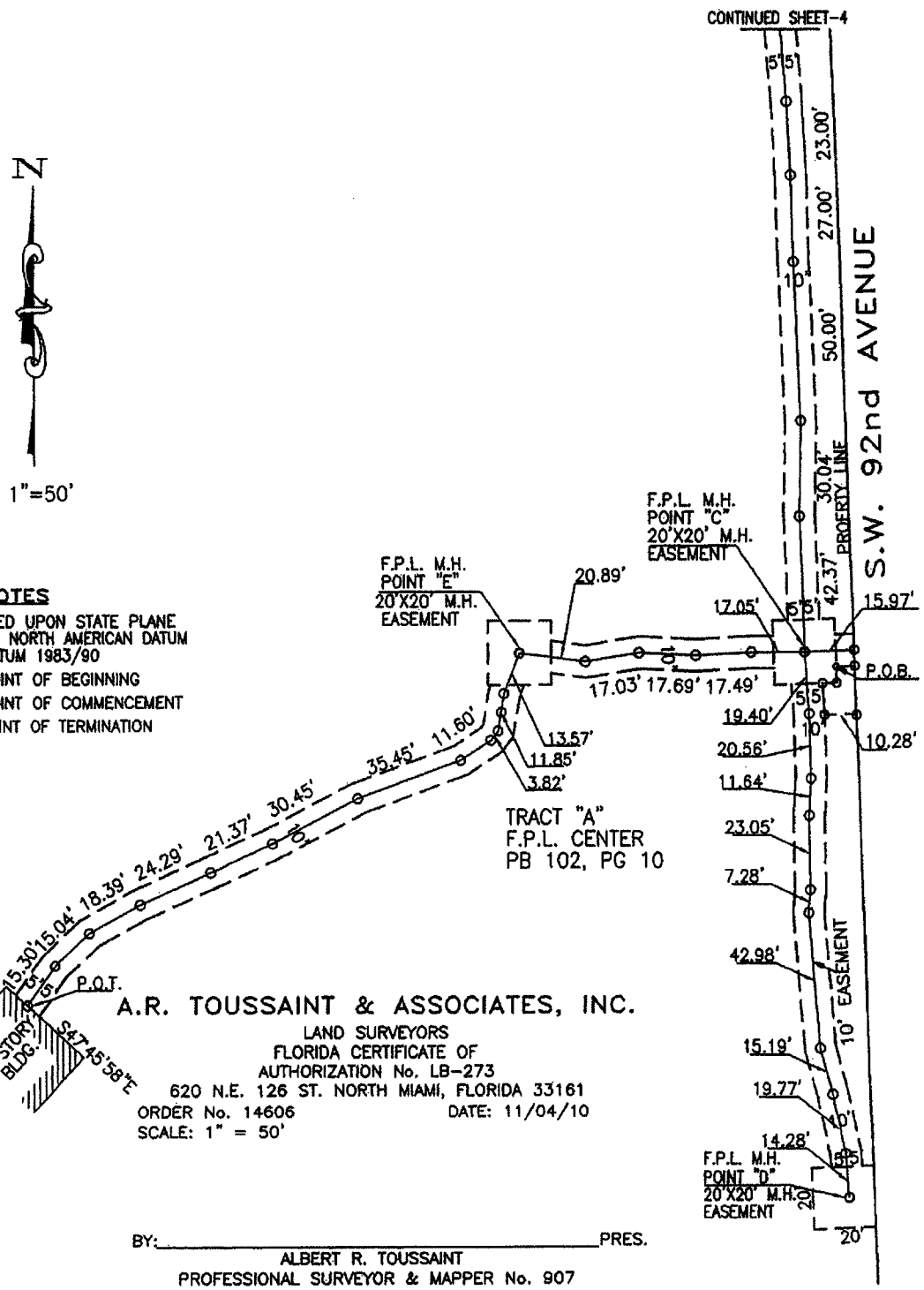
A.R. TOUSSAINT & ASSOCIATES, INC.
LAND SURVEYORS
FLORIDA CERTIFICATE OF
AUTHORIZATION No. LB-273
620 N.E. 126 ST. NORTH MIAMI, FLORIDA 33161

ORDER No. 14606 DATE: 11/04/10
SCALE: 1" = 50'

BY:_____PRES.
ALBERT R. TOUSSAINT
PROFESSIONAL SURVEYOR & MAPPER No. 907
PROFESSIONAL ENGINEER No. 8939
STATE OF FLORIDA

SHEET 4 OF 6

TRACT "A", F.P.L. CENTER, PB 102-10
FIBERNET EASEMENT NO. 6
SKETCH TO ACCOMPANY LEGAL DESCRIPTION
THIS IS NOT A SURVEY



SURVEYOR'S NOTES

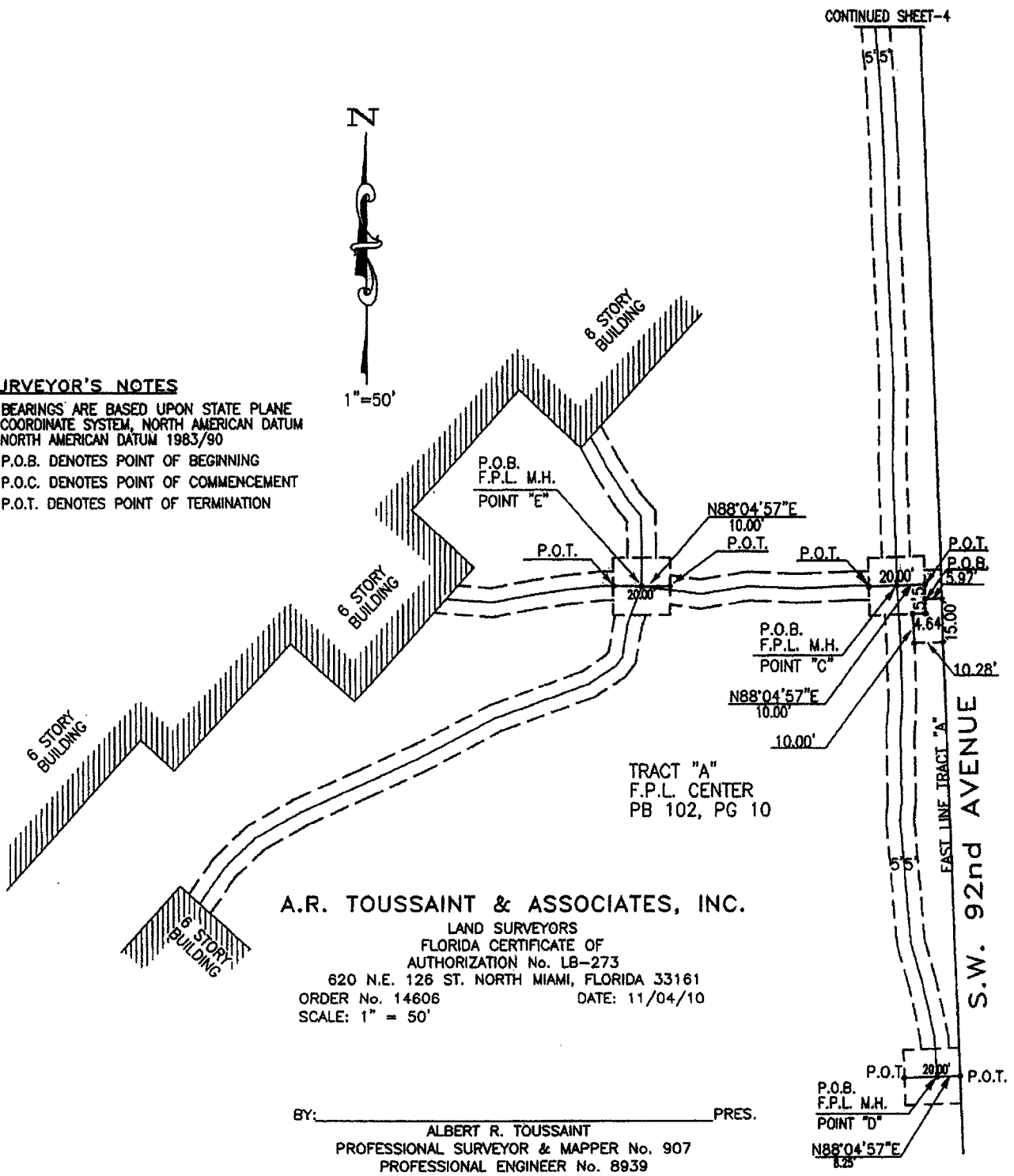
1) BEARINGS ARE BASED UPON STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM NORTH AMERICAN DATUM 1983/90
2) P.O.B. DENOTES POINT OF BEGINNING
3) P.O.C. DENOTES POINT OF COMMENCEMENT
4) P.O.T. DENOTES POINT OF TERMINATION

A.R. TOUSSAINT & ASSOCIATES, INC.
LAND SURVEYORS
FLORIDA CERTIFICATE OF AUTHORIZATION No. LB-273
620 N.E. 126 ST. NORTH MIAMI, FLORIDA 33161

ORDER No. 14606 DATE: 11/04/10
SCALE: 1" = 50'

BY:_____PRES.
ALBERT R. TOUSSAINT
PROFESSIONAL SURVEYOR & MAPPER No. 907
PROFESSIONAL ENGINEER No. 8939
STATE OF FLORIDA

TRACT "A", F.P.L. CENTER, PB 102-10
FIBERNET EASEMENT NO. 6
SKETCH TO ACCOMPANY LEGAL DESCRIPTION
THIS IS NOT A SURVEY



SURVEYOR'S NOTES

1) BEARINGS ARE BASED UPON STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM NORTH AMERICAN DATUM 1983/90
2) P.O.B. DENOTES POINT OF BEGINNING
3) P.O.C. DENOTES POINT OF COMMENCEMENT
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A.R. TOUSSAINT & ASSOCIATES, INC.
LAND SURVEYORS
FLORIDA CERTIFICATE OF
AUTHORIZATION No. LB-273
620 N.E. 126 ST. NORTH MIAMI, FLORIDA 33161

ORDER No. 14606 DATE: 11/04/10
SCALE: 1" = 50'

BY:_____PRES.
ALBERT R. TOUSSAINT
PROFESSIONAL SURVEYOR & MAPPER No. 907
PROFESSIONAL ENGINEER No. 8939
STATE OF FLORIDA

SHEET 6 OF 6

TRACT "7", BLOCK 4, RICHARDSON-KELLET COMPANY'S PLAT, PB 4-100
& A PORTION OF THE NW 1/4 OF THE SE 1/4 OF SEC. 4-56-40
FIBERNET EASEMENT NO. 7
THIS IS NOT A SURVEY

LEGAL DESCRIPTION:

FIBERNET EASEMENT NO. 7

A 10.00 FEET WIDE EASEMENT BEING MORE PARTICULARLY DESCRIBED AS THE WEST 10.00 FEET OF THE FOLLOWING DESCRIBED PROPERTY.

A PORTION OF TRACT 7, BLOCK 4, AND THE 30 FT. ROAD AND DRAINAGE CANAL RIGHT OF WAY LYING WEST OF AND ADJACENT TO TRACT 7, BLOCK 4 RICHARDSON-KELLET COMPANY'S PLAT SECTION 4, TOWNSHIP 54 SOUTH, RANGE 40 EAST, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 4, AT PAGE 100 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, SAID PARCEL OF LAND LYING IN THE SOUTHEAST ¼ OF SAID SECTION 4 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

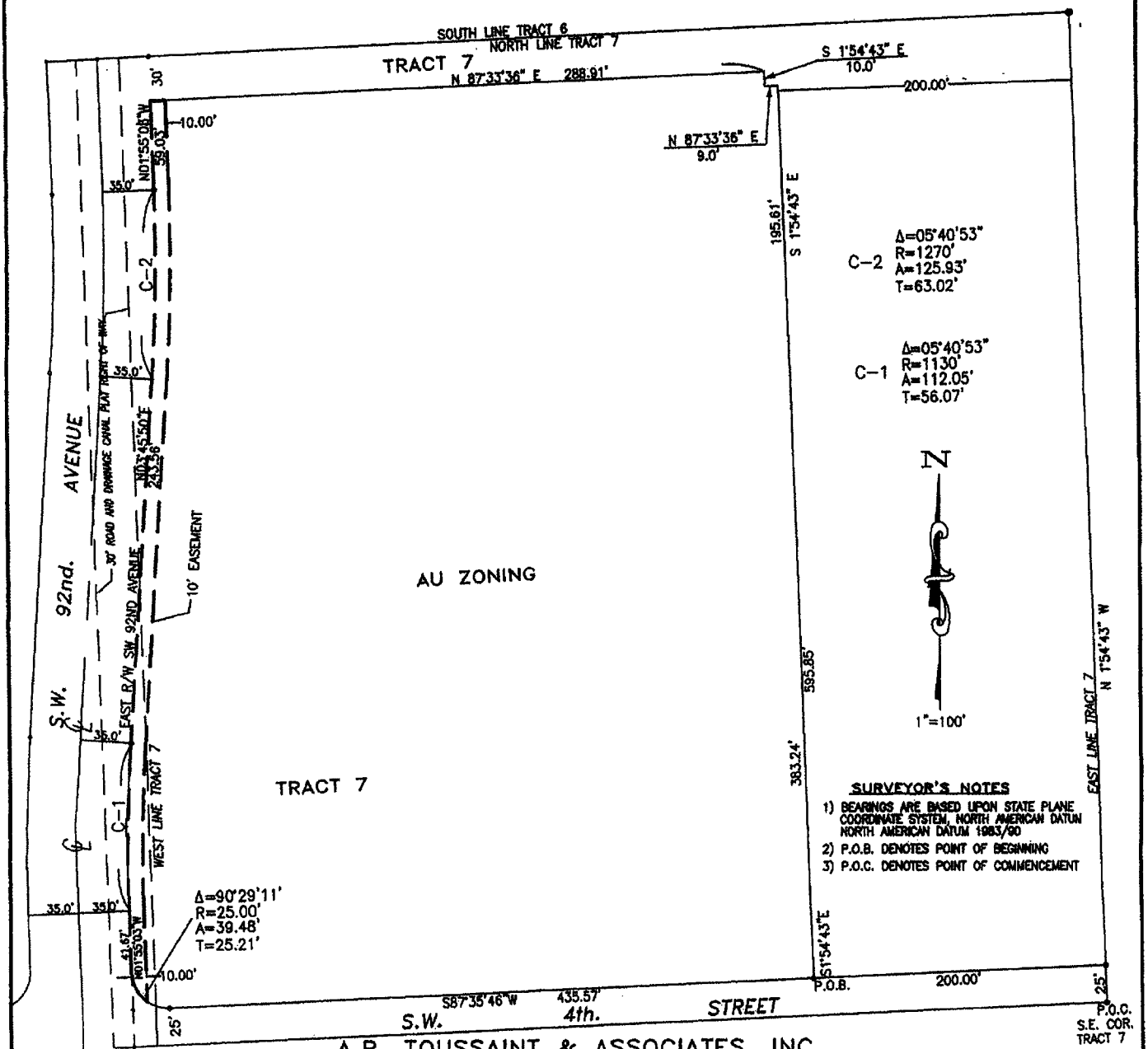
COMMENCE AT THE SOUTHEAST CORNER OF SAID TRACT 7; THENCE RUN NORTH 1°54'43" WEST ALONG THE EAST LINE OF SAID TRACT 7 FOR A DISTANCE OF 25.00 FEET; THENCE RUN SOUTH 87°35'46" WEST ALONG A LINE 25.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID TRACT 7 FOR A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREINAFTER TO BE DESCRIBED; THENCE CONTINUE SOUTH 87°35'46" WEST ALONG THE SAID LINE 25.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID TRACT 7 FOR A DISTANCE OF 435.57 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE BEING CONCAVE TO THE NORTHEAST AND HAVING A CENTRAL ANGLE OF 90°29'11" A RADIUS OF 25.00 FEET, FOR AN ARC DISTANCE OF 39.48 FEET TO A POINT OF TANGENCY; ON THE EAST RIGHT OF WAY LINE OF SOUTHWEST 92ND AVENUE AS SHOWN ON THE PLAT OF "F.P.L CENTER" ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 102 AT PAGE 10 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE RUN NORTH 1°55'03" WEST ALONG THE SAID EAST RIGHT OF WAY LINE OF SOUTHWEST 92ND AVENUE FOR A DISTANCE OF 41.67 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, BEING CONCAVE TO THE EAST AND HAVING A CENTRAL ANGLE OF 5°40'53", A RADIUS OF 1130.00 FEET, FOR AN ARC DISTANCE OF 112.05 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 5°45'50" EAST ALONG THE SAID EAST RIGHT OF WAY LINE OF SOUTHWEST 92ND AVENUE FOR A DISTANCE OF 243.56 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, BEING CONCAVE TO THE WEST AND HAVING A CENTRAL ANGLE OF 5°40'53" A RADIUS OF 1270 FEET, FOR AN ARC DISTANCE OF 125.93 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 1°55'03" WEST ALONG THE SAID EAST RIGHT OF WAY LINE OF SOUTHWEST 92ND AVENUE FOR A DISTANCE OF 59.03; THENCE RUN NORTH 87°33'36" EAST ALONG A LINE 30.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID TRACT 7 FOR A DISTANCE OF 415.93 FEET; THENCE RUN SOUTH 1°54'43" EAST ALONG A LINE 209.00 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID TRACT 7 FOR A DISTANCE OF 10.00 FEET; THENCE RUN NORTH 87°33'36" EAST ALONG A LINE 40.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID TRACT 7 FOR A DISTANCE OF 9.00 FEET; THENCE RUN SOUTH 1°54'43" EAST ALONG A LINE 200.00 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID TRACT 7 FOR A DISTANCE OF 595.96 FEET TO THE POINT OF BEGINNING.

A.R. TOUSSAINT & ASSOCIATES, INC.
LAND SURVEYORS
FLORIDA CERTIFICATE OF
AUTHORIZATION No. LB-273
620 N.E. 126 ST. NORTH MIAMI, FLORIDA 33161
ORDER No. 14606 DATE: 11/03/10

BY:_____PRES.
ALBERT R. TOUSSAINT
PROFESSIONAL SURVEYOR & MAPPER No. 907
PROFESSIONAL ENGINEER No. 8939
STATE OF FLORIDA

TRACT "7", BLOCK 4, RICHARDSON-KELLET COMPANY'S PLAT, PB 4-100
& A PORTION OF THE NW 1/4 OF THE SE 1/4 OF SEC. 4-56-40
FIBERNET EASEMENT NO. 7

THIS IS NOT A SURVEY



A.R. TOUSSAINT & ASSOCIATES, INC.
LAND SURVEYORS
FLORIDA CERTIFICATE OF
AUTHORIZATION No. LB-273
620 N.E. 126 ST. NORTH MIAMI, FLORIDA 33161
ORDER No. 14606 DATE: 11/03/10
SCALE: 1" = 100'

BY:_____PRES.
ALBERT R. TOUSSAINT
PROFESSIONAL SURVEYOR & MAPPER No. 907
PROFESSIONAL ENGINEER No. 8939
STATE OF FLORIDA

SHEET 2 OF 2

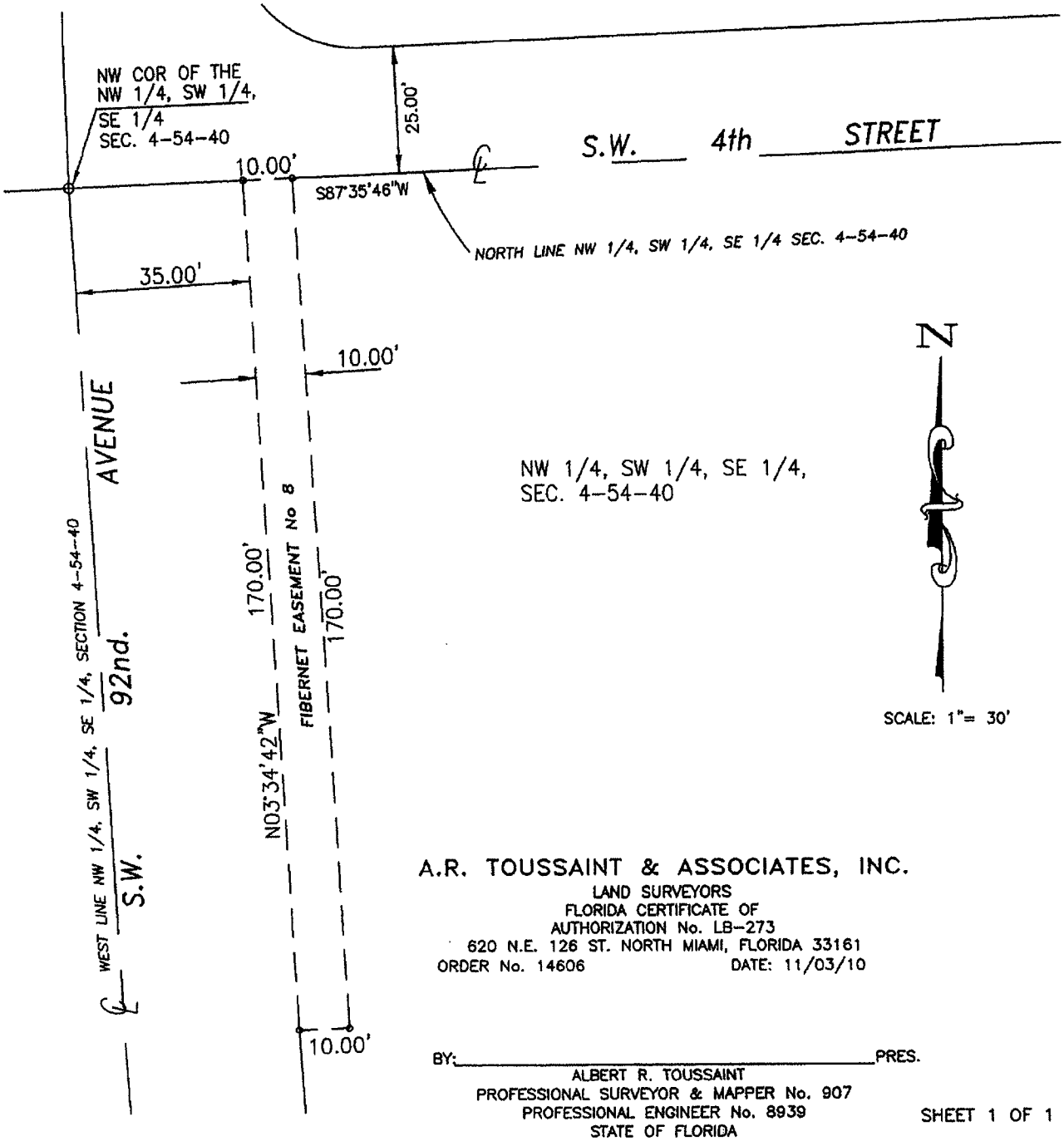
FIBERNET EASEMENT NO. 8
SKETCH TO ACCOMPANY LEGAL DESCRIPTION
THIS IS NOT A SURVEY

LEGAL DESCRIPTION:

FIBERNET EASEMENT NO. 8

A PORTION OF THE NORTHWEST ¼ OF THE SOUTHWEST ¼, OF THE SOUTHEAST ¼ OF SECTION 4, TOWNSHIP 54 SOUTH, RANGE 40 EAST, MIAMI-DADE COUNTY, FLORIDA LESS THE WEST 35.00 FEET THEREOF:
BEING MORE PARTICULARLY DESCRIBED:

THE NORTH 170.00 FEET OF THE EAST 10.00 FEET OF THE WEST 45.00 FEET OF THE NORTHWEST ¼, OF THE SOUTHWEST ¼, OF THE SOUTHEAST ¼ OF SECTION 4, TOWNSHIP 54 SOUTH, RANGE 40 EAST, MIAMI-DADE COUNTY, FLORIDA.



A.R. TOUSSAINT & ASSOCIATES, INC.
LAND SURVEYORS
FLORIDA CERTIFICATE OF
AUTHORIZATION No. LB-273
620 N.E. 126 ST. NORTH MIAMI, FLORIDA 33161
ORDER No. 14606 DATE: 11/03/10

BY:_____PRES.
ALBERT R. TOUSSAINT
PROFESSIONAL SURVEYOR & MAPPER No. 907
PROFESSIONAL ENGINEER No. 8939
STATE OF FLORIDA

SHEET 1 OF 1

* * *

LEASE

BETWEEN

HOFFMAN FLAGLER LLC
as Landlord

AND

FLORIDA POWER & LIGHT COMPANY
as Tenant

* * *

LEASE

THIS LEASE (this "**Lease**") is made effective as of August 1, 2022 by and between **HOFFMAN FLAGLER LLC**, a Florida limited liability company ("**Landlord**"), and **FLORIDA POWER & LIGHT COMPANY**, a Florida corporation ("**Tenant**").

RECITALS

A. Landlord is the owner of the land having an address at 9250 W Flagler Street, Miami, Florida (the "**Land**") and the building located thereon (the "**Building**"). The Land and the Building are referred to collectively as the "**Property**".

B. Tenant desires to lease space within the Building, and Landlord is willing to lease such space to Tenant, upon and subject to the terms, conditions, covenants and agreements set forth herein.

TERMS OF AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises herein contained and incorporating the foregoing Recitals in their entirety, the parties hereto, intending to be legally bound hereby, covenant and agree as set forth below:

1. **Premises; Permitted Use.**

(a) Premises. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises (as hereinafter defined) for the Permitted Use (as hereinafter defined) for the Term (as hereinafter defined) and upon and subject to the terms and conditions, covenants and agreements hereinafter set forth in this Lease. The term "**Premises**" means a portion of the fifth (5th) floor of the Building, to be known as Suite 502, as approximately shown on Exhibit A and containing an approximate, but stipulated, 7,812 rentable square feet.

(b) Permitted Use. The term "**Permitted Use**" means the use of the Premises for administrative and executive offices for Tenant's business, subject to and in accordance with applicable law and the terms and conditions of this Lease, and for no other purpose whatsoever.

2. **Term; Initial Alterations.**

2.1 (a) **Initial Term**. The initial term of this Lease (as may be extended or sooner terminated in accordance with the provisions of this Lease, the "**Term**") shall be for a period equal to three (3) years, commencing as of August 1, 2022 (the "**Commencement Date**") and ending on July 31, 2025 (the "**Expiration Date**"), unless extended or sooner terminated in accordance with this Lease. Each "Lease Year" under this Lease shall be the 12-month period of August 1 through July 31 of the following calendar year.

(b) **Renewal Terms.** Provided that, at the time of the giving of the applicable Renewal Notice (as hereinafter defined) and upon the commencement of the applicable Renewal Term (as hereinafter defined), this Lease is in full force and effect and Tenant has not defaulted, and is not in default, under this Lease, is in possession and occupancy of the Premises, and has not assigned this Lease or sublet any portion of the Premises (each of which such foregoing conditions shall be for the benefit of Landlord only and which Landlord may waive in its sole and absolute discretion), then Tenant shall have the option (each a "**Renewal Option**") to extend the Term of this Lease for two (2) successive periods of one (1) year each (each a "**Renewal Term**"). The "**First Renewal Term**" shall be the period commencing on August 1, 2025 and expiring on July 31, 2026; and the "**Second Renewal Term**" shall be the period commencing on August 1, 2026 and expiring on July 31, 2027. In order to exercise a Renewal Option, Tenant must deliver to Landlord written notice of such exercise ("**Renewal Notice**") no later than the date that is six (6) months prior to the first (1st) day of the applicable Renewal Term; time being of the essence with respect to the giving of such notice. If Tenant duly exercises a Renewal Option, then this Lease shall continue through the end of the applicable Renewal Term on all of the terms and conditions of this Lease,

except that (i) all references to the "Term" shall be deemed to include such Renewal Term, (ii) the Fixed Rent payable hereunder for such Renewal Term shall be the applicable Fixed Rent designated for such period in Section 3.1 below, and (iii) in the case of the Second Renewal Term, Tenant shall have no further options to renew the term of this Lease. For the sake of clarity, if Tenant does not timely exercise the Renewal Option for the First Renewal Term, then Tenant shall have no right to renew the term of this Lease for the Second Renewal Term.

2.2 **Condition of Premises.** The Premises are being leased to Tenant, and Tenant shall accept the Premises, in its "as-is" condition as of the date hereof, subject to any and all faults and without representation or warranty by Landlord whatsoever, express or implied, as to the condition, legality, or suitably thereof or otherwise, and, except for Landlord's Work (as hereinafter defined) which Landlord will be performing promptly after the mutual execution and delivery of this Lease, Landlord shall have no obligation to perform any work whatsoever in or to the Premises or Building to ready the Premises for Tenant's occupancy thereof or otherwise. Tenant hereby represents and warrants that it is currently occupying the Premises and that Tenant has otherwise inspected the Premises and the Building on or prior to the date hereof and is fully satisfied with the condition thereof as of the date hereof and shall take possession of the Premises in "as is" condition as of the date hereof. Other than the Landlord's Work, Tenant shall be solely responsible, at its sole cost and expense, to perform any and all alterations and installations which may be necessary or desirable to ready the Premises for Tenant's occupancy thereof (collectively, the "**Initial Alterations**"). The Initial Alterations and the performance thereof shall be subject in all respects to the provisions of Article 7 of this Lease and all other provisions of this Lease.

Following the Commencement Date, Landlord, at its sole cost and expense, shall perform the following work in the Premises: Move cabinets and appliances specified by Tenant from an existing break room from a space currently under a lease by Tenant under a different lease in the Building ("**Prior Lease**"), and install such cabinets and appliances in an empty office determined by Tenant in the Premises ("**Landlord's Work**"). Landlord's Work does not include any water or other plumbing connections or fixtures. Any plumbing fixtures or connections shall be performed by Tenant at its expense and subject to the terms and conditions of this Lease. For the avoidance of doubt, Tenant expressly acknowledges that the Landlord's Work will be performed promptly following the mutual execution and delivery of this Lease, and neither the performance or nonperformance thereof shall affect the occurrence of the Commencement Date. Tenant agrees to fully cooperate with Landlord in order to enable Landlord's Work to be performed in a timely and efficient manner.

3. Rent. Tenant shall pay as rent for the Premises during the Term the following amounts in the following manner:

3.1 **Fixed Rent.** Commencing as of the Commencement Date, Tenant shall pay Landlord the Fixed Rent (as hereinafter defined) in equal monthly installments on the first of day of each and every calendar month during the Term. All accrued Fixed Rent payable under this Lease (and any tax thereon) from the Commencement Date shall be paid by Tenant within ten (10) business days after the date the last of Landlord and Tenant receive a fully executed copy of this Lease. Rent shall be made payable directly to Landlord at its address set forth in Section 24.8 below, or to such other party or at such other payee and or address as Landlord may designate from time to time by written notice to Tenant. In addition, at the election of Landlord from time to time, Tenant shall pay Rent (as defined below) by federal wire transfer or ACH to such account(s) as Landlord may designate. In the event Tenant's check is returned for insufficient funds or otherwise dishonored for any reason, Tenant shall pay to Landlord, an administrative fee of $100.00, which shall be deemed Additional Rent (as defined below), and, at Landlord's written request, shall, following such occurrence, be required to make all further payments of Rent by certified or bank check or federal wire. If the Commencement Date and/or Expiration Date is a date other than the first or last day of the month, respectively, the installment of Fixed Rent and Additional Rent for such partial month shall be adjusted proportionately.

"**Fixed Rent**" for the Term (including the Renewal Terms, if applicable) shall mean the following annual amounts for the following periods:

Lease Year	Fixed Rent (Annual)	Fixed Rent (Monthly)	Annual Increase
1	$242,172.00	$20,181.00	n/a
2	$249,437.16	$20,786.43	3%

3	$256,920.27	$21,410.02	3%
4*	$267,197.09	$22,266.42	4%
5**	$277,884.97	$23,157.08	4%

* First Renewal Term
** Second Renewal Term

3.2 **Operating Expenses**.

(a) **Definitions.**

(i) "**Taxes**" means all real estate taxes, assessments (including, without limitation, general and special governmental assessments for public improvements or benefits whether or not commenced or completed during the Term), sanitary and trash removal assessments, municipal water charges, sewer rents and any and all other taxes and assessments levied or imposed against the Building and/or the Land and/or the Property and/or the tax lot(s) on which the Premises and/or Building and/or Property is situated by any governmental or quasi-governmental authority (and shall include, without limitation, voluntary payments in lieu of taxes), whether general or special, ordinary or extraordinary, unforeseen or foreseen, whether in lieu of or in addition to so called "real estate taxes", together with interest paid on any installment payments. Taxes shall not include taxes measured in whole or in part by, rents or gross receipts or in the nature of an excise, franchise, gift, estate, succession, inheritance or capital levy tax or tax on Landlord's income or profits (unless any of the foregoing taxes shall be in lieu of so called "real estate taxes" in which case such taxes shall be included in the definition of Taxes). Landlord may elect to contest any and all Taxes, or negotiate with respect to the assessed valuation of the applicable tax parcel. Landlord's reasonable and actual costs, expenses and fees incurred in connection therewith, including attorneys' fees, shall constitute part of Taxes.

(ii) "**Operating Expenses**" means collectively, Taxes, and the total of the other costs and expenses incurred in operating, maintaining, insuring, repairing and/or replacing all or any part of the Building and/or Property, including, without limitation, the costs and expenses of: painting; decorating; repairing, maintaining, resurfacing, paving and re-striping of the parking lots; lighting; electrical power; sanitary control; removal and other treatment of trash, garbage and other refuse; cleaning; janitorial services, gardening and landscaping; snow removal; heating, ventilating and air conditioning, if any; fire protection; water and sewage charges; other utility costs; management fees; insurance carried by Landlord covering any portion of the Property, including, without limitation, commercial general liability and automobile coverage, fire and extended coverage, terrorism coverage, vandalism and malicious mischief and all other broad form coverage, rent and any other insurance, including umbrella coverage, carried by Landlord, all in limits selected by Landlord, and including the costs of financing any premium or the cost of paying any premium in installments; restoring, replacing and repairing all walls, facades, roofs and ceilings, and plate glass doors and windows, if any; installation and operation of public toilets, if any; installation, repair, replacement and renting of signs; maintenance, repair and replacement of utility systems, including water, sanitary sewer and storm water lines, electric and other utility lines and pipes; security costs; the cost of purchasing, operating, repairing, replacing and insuring machinery and equipment used in the operation, policing, maintenance and repair of the Property and/or the rental charges for such machinery and equipment; holiday promotions and decorations; the cost of personnel (including applicable payroll taxes, worker's compensation and disability insurance, uniforms and other benefits); and depreciation of the capital cost of any machinery, equipment and vehicles used in connection with such operation, maintenance, repair and replacement of the Property; and a charge for administrative costs equal to fifteen percent (15%) of the cost of all of the foregoing. Nothing herein is intended to impose any obligation of Landlord to provide any service or perform anything or expend any monies; such obligations, if any and to the extent thereof, are set forth elsewhere in this Lease.

(iii) "**Tenant's Proportionate Share**" means 1.23%.

(iv) "**Tenant's Operating Expense Payment**" means Tenant's Proportionate Share of Operating Expenses.

(b) **Tenant's Payment.** On the first day of each month during the Term, Tenant shall pay to Landlord as Additional Rent such amount as Landlord shall reasonably estimate to equal one-twelfth (1/12) of Tenant's Operating Expense Payment for the then current calendar and/or fiscal year.

(c) **Year End Adjustment.** After the end of the calendar or fiscal year in question, Landlord shall furnish Tenant a written statement of the actual amount of Tenant's Operating Expense Payment for such year (which may be separate statement given at separate times, for example the statement for Taxes may be given at different times and different interval than the other Operating Expenses). If the amount paid by Tenant under this Section on account of such year shall exceed Tenant's Operating Expense Payment, the excess shall be credited against the next payments due from Tenant under this Lease (except in the event of the last year of the Term in which event such amount will be immediately refunded to Tenant); if the amount paid by Tenant for such year shall be less than the actual amount Tenant's Operating Expense Payment, Tenant shall pay the deficiency to Landlord within thirty (30) days after demand therefor. Tenant's Operating Expense Payment for the final year of the Term shall be prorated if the Term ends on a day other than the last day of the applicable fiscal or calendar year, as applicable. Landlord's failure to render or delay in rendering any statements with respect to Operating Expenses shall not prejudice Landlord's right to thereafter render such statement(s) nor shall the rendering of such statement(s) prejudice Landlord's right to thereafter render a corrected statement.

(d) **Gross Up**. If the Building is not at least 95% occupied during all or a portion of any Year, then Landlord, using reasonable projections, may make a determination of the amount of Operating Expenses which would have been incurred for such Year had the Building been 95% occupied throughout such Year, and the amount so determined shall be deemed to be the amount of Operating Expenses for such Year for purposes of calculating Tenant's Operating Expense Payment under this Lease.

(e) **Exclusions from Operating Expenses**. Notwithstanding anything contained in this Lease to the contrary, Operating Expenses shall not include the following: (i) any "double dip" or double charge for the same item, or charge for any item that is paid for directly by Tenant or by any other tenant pursuant to other provisions of this Lease (other than pursuant to provisions such as this Section 3.2), (ii) charges for the depreciation of any building, or improvement, in the Property, (iii) the amortization of Property mortgage financing, Property mortgage loan payments, including interest thereon, Property mortgage refinancing expenses, title insurance premiums, and recording costs related to the foregoing (if any), (iv) any ground lease rent paid to a ground lessor of the Property (if any), (v) expenses relating to the leasing of specific space in the Property (including, without limitation, legal fees, real estate brokerage leasing commissions, tenant improvement allowances, rent abatements, and advertising and promotional expenses incurred in connection with the listing of space) other than the lease (including imputed rent of) any space in the Property used for on-site Property management, services or employees, (vi) costs incurred in connection with the enforcement (other than ordinary administration/enforcement) of leases, or in connection with disputes with actual tenants, or any mortgagee, or ground lessees, and any other legal expenses or fees not related to the repair, replacement, remodeling, maintenance, management, and operation of the Property, (vii) the cost of any service or benefit provided to an individual tenant of the Property solely for the benefit of such tenant, and which service or benefit is not a part of Landlord's commercially reasonable Operating Expenses (e.g. improving, renovating, altering, painting or decorating any tenant spaces), except where such service is the direct result of a repair, replacement, remodeling, maintenance, management, or operation at the Property required to be performed by Landlord in accordance herewith, (viii) actual costs or expenses for the original construction of the Property, (ix) [intentionally omitted]; (x) charges for depreciation of the Property and improvements thereto; (xi) salaries and other compensation of executives and officers of the Landlord, and administrative employees above the grade of property manager or building supervisor (provided that, notwithstanding the foregoing, salaries and compensation for personnel above such grade shall be included in Operating Expenses if it is reasonable and customary for employees performing comparable services or functions to include such wages and expenses in reimbursable operating expenses with respect to office buildings located in Miami-Dade County, Florida of a type similar to the Building), and if a property manager or building supervisor or any personnel below such grades are shared with other buildings or has other duties not related to the Property, only the portion of such person or persons salary allocable to the Building shall be included in Operating Expenses; (xii) any expenditures for which Landlord has been actually reimbursed (other than pursuant to rent adjustment and escalation provisions provided in leases, including without limitation those such as this Section 3.2) including but not necessarily limited to, (1) work or service performed for any tenant (including Tenant) at such tenant's direct cost, (2) the cost of any

item for which Landlord is actually paid or reimbursed by insurance, warranties, service contracts, condemnation proceeds, insurance reimbursements or otherwise, (3) increased insurance or taxes assessed specifically to any tenant of the Property, (4) charges (including applicable taxes) for electricity, water and other utilities for which Landlord is reimbursed from any tenant, and (5) the cost of any HVAC, janitorial or other services provided to tenants on an extra-cost basis after regular business hours and paid for directly by such tenant; (xiii) capital improvements to the Property (except as otherwise permitted above in Section 3.2(a), and provided further that in all events the following shall be included in the Operating Expenses: cost of capital expenditures made by Landlord, relating to the Building, amortized on a straight line basis over the useful life thereof as determined in accordance with GAAP, together with reasonable interest on the unamortized cost of such expenditure, provided such expenditures are either: (a) required as a result of any change in governmental laws, ordinances or regulations, (b) for labor or energy saving devices or materials where such capital expenditure is made with the intent of reducing other Operating Expenses, (c) for the replacement of any systems and/or equipment required for the operation of the Building (including, but not limited to, elevators, plumbing, HVAC, lighting, electrical, security and fire alarms and all other mechanical systems), or (d) to maintain the structural integrity of the Building); (xiv) the cost of installing, operating and maintaining any special service, such as an observatory, broadcasting facilities, luncheon club, athletic or recreation club, in each case which is not available to use by Tenant; (xv) [intentionally omitted]; (xvi) the cost of any work or services performed for any facility other than the Property; (xvi) any fees, costs, and commissions incurred in procuring or attempting to procure other tenants including, but not necessarily limited to brokerage commissions, finders' fees, attorneys' fees and expenses, entertainment costs and travel expenses; (xvii) any cost included in Operating Expenses representing an amount paid to a person, firm, corporation or other entity related to Landlord which is in excess of the amount which would have been paid on an arm's length basis in the absence of such relationship; (xviii) [intentionally omitted]; (xix) [intentionally omitted]; (xx) lease payments for rental equipment which would constitute a major capital expenditure if the equipment were purchased except as otherwise permitted above; (xxi) the cost of acquiring sculptures, paintings and other objects of art; (xxii) the cost of advertising or promotion for the Property; (xxiii) [intentionally omitted], (xxiv) replacement or contingency reserves; (xxv) [intentionally omitted]; (xxvi) [intentionally omitted]; (xxvii) [intentionally omitted]; (xxviii) any compensation paid to personnel in retail concessions operated by Landlord; (xxix) any charge for Landlord's income taxes or a corporate excise tax, excess profit taxes or franchise taxes (except to the extent included in the definition of "Taxes" above).

(f) **Audit of Operating Expenses**. Landlord shall maintain books and records showing Taxes and Operating Expenses in accordance with sound accounting and management practices. Provided that all Rent has been paid in full, Tenant, or an accountant designated by Tenant and reasonably approved by Landlord, may, at Tenant's sole expense, examine such books and records for any calendar year at any time within sixty (60) days after the date upon which Tenant receives Landlord's statement of the actual amounts of Operating Expenses and Taxes for such calendar year. Such examination shall be conducted during normal business hours at a time and date mutually acceptable to Landlord and Tenant and shall take place, at Landlord's election, either at the office of the Building or the executive offices of Landlord, or Landlord's managing agent (provided that such office is in Miami-Dade County, Florida). Prior to reviewing such books and records, Landlord may require Tenant (and such other parties) to sign a commercially reasonable confidentiality agreement. Unless Tenant delivers to Landlord within such sixty (60) day period a written notice of Tenant's objection to such Landlord's notice of the actual amounts of such Operating Expenses and Taxes (and which notice shall contain the specific details of Tenant's objection), such Landlord's statement of Operating Expenses and Taxes shall be considered as final and binding upon Tenant. Tenant agrees to pay the cost of such examination unless it is subsequently determined that Landlord's original notice which was the subject of such examination overstated Operating Expenses and/or Taxes by ten percent (10%) or more of the originally reported Operating Expenses and/or Taxes which were the subject of such examination, in which case all reasonable and documented costs incurred by Tenant in connection with said examination shall be borne by Landlord. In no event may Tenant conduct or cause there to be conducted any audit or examination on a contingency-fee basis.

3.3 **Additional Rent; Tax**. "**Additional Rent**" shall consist of all sums not included in Fixed Rent which Tenant is obligated to pay to Landlord from time to time pursuant to the terms of this Lease. Fixed Rent and Additional Rent are referred to collectively as "**Rent**". In addition to the Fixed Rent and other Additional Rent payable hereunder, Tenant shall also pay Landlord, together with the applicable installment of Rent, any use or sales or surtax or any other tax or assessment on any portion of such rental or other payment under this Lease, and/or the use, privilege and/or occupancy

of the Premises imposed by the State of Florida and/or any federal and/or local government, including but not limited to Florida Statutes Section 212.031 and any amendments or replacements thereof. If Landlord has paid any of the foregoing (without any obligation of Landlord to do so), Tenant shall reimburse Landlord therefor within fifteen (15) business days after being invoiced therefor.

3.4 **Demand, Time; Late Charge and Interest**. All Rent shall be paid to Landlord in United States dollars, in immediately available funds, without prior notice or demand and without deduction, set-off or counterclaim, in advance on the first day of every month during the Term (or at such times as are otherwise set forth in this Lease). If Landlord shall at any time or times accept Rent after it shall become due and payable, such acceptance shall not excuse a delay upon subsequent occasion, or constitute, or be constructed as or deemed to be, a waiver of any or all of Landlord's rights hereunder. In order to partially compensate Landlord for the extra expense in the handling of delinquent payments, Tenant agrees that if Tenant fails to pay any installment of Fixed Rent and/or Additional Rent and/or any other charge due and owing Landlord under this Lease in the manner prescribed by this Lease for a period in excess of ten (10) business days from the date such installment first becomes due and payable, then, in addition to and without waiving or releasing any other rights and remedies of Landlord, Tenant shall pay to Landlord a late charge equal to ten percent (10%) of the amount of such overdue payment. In addition, if Tenant fails to pay any installment of Fixed Rent and/or Additional Rent and/or any other charge due and owing Landlord under this Lease in the manner prescribed by this Lease for a period in excess of ten (10) business days from the date such installment first becomes due and payable, then Tenant shall pay Landlord interest on such installment, which shall accrue at the rate (the "**Interest Rate**") equal to the lesser of (i) eighteen percent (18%) per annum, and (ii) the maximum rate permitted by applicable law. Such late charge and interest shall constitute Additional Rent and shall be due upon demand.

4. **Use of Premises.**

4.1 **Use of Premises**. Tenant shall use and occupy the Premises solely for the Permitted Use and for no other purpose whatsoever. Without limiting the foregoing, and as a material covenant of Tenant under this Lease, Tenant shall not use or occupy or permit the use or occupancy of the Premises or any part thereof for any unlawful purpose, and will comply with all applicable present and future laws, ordinances, regulations and orders of the federal, state and local governments and/or any other public or quasi-public authority having jurisdiction over the Premises (collectively, "laws"). Without limiting the foregoing, as a material covenant of Tenant under this Lease, Tenant shall not use or occupy or permit the use or occupancy of the Premises or any part thereof, and shall cause its employees, invitees, licensees, guests, patrons and occupants to not use the Premises or any portion thereof: (i) in violation of any laws, insurance requirements (including without limitation those described in Section 4.3 below) or the certificate of occupancy or other licenses or certificates now or hereafter covering the Premises; (ii) in a manner which creates or permits a nuisance or trespass; (iii) in a manner which produces, reproduces, or transmits sounds audible outside the Premises; (iv) in a manner which obstructs or encumbers the sidewalks or other common areas; (v) in a hazardous or wasteful manner; (vi) in a manner which exceeds the floor load which such floor was designed, or is permitted by laws, to carry; (vii) to display or operate vending machines or coin or token operated amusement devices except for employees' use only; (viii) to conduct any auction, fire, bankruptcy, going out of business or similar sale (whether real or fictitious); (ix) in any manner which causes or permits any unreasonable noise, odors, fumes, dust or vapors to emanate or to be dispelled from the Premises; (x) for any type of business commonly called a "cut price" or "cut rate" store, "discount house or store," shooting gallery, flea circus or temporary toy or gift outlet; (xi) for the sale of lottery, raffle or other "chance" ticket; (xii) for any form of assignation or lewdness, or any form of establishment employing partially or totally nude entertainers, employees, waiters or waitresses, or any usage as an adult entertainment facility, massage parlor, bathhouse, or facility which caters to the prurient sale of books, magazines, other periodicals, or sex-centered objects; (i) movie theater, meeting hall or banquet hall; (ii) church, bingo hall or a place of public assembly; (iii) library; (iv) sale or service of automobiles or other vehicles or auto parts or supplies; (v) auto body shop; (vi) night club or bar; (vii) restaurant; (viii) liquor store or beverage store; (ix) funeral parlor; (x) massage parlor; (xi) animal clinic or animal boarding (kennel); (xii) discotheque, dance hall or otherwise for musical/dance reviews or topless/nude shows; (xiii) karate studio, bowling alley or skating rink; (xiv) car wash; (xv) off-track betting establishment, gambling, video gaming, etc.; (xvi) pool room, game room or amusement arcade (defined as any establishment containing more than a combination of three electronic, pinball or other games); (xvii) so-called "flea market" or second hand, used goods or consignment store; (xviii) store selling primarily distressed or damaged merchandise; (xix) health club or spa; (xx)

so-called "head shop" or night club; (xxi) gun range; (xxii) warehousing; (xxiii) any business or use that emits offensive odors, fumes, dust or vapors or is a public or private nuisance or emits loud noise or objectionable sounds or creates fire, explosive or other hazard; (xxiv) omitted; (xxv) abortion clinic, AIDS clinic, drug treatment facility or bodily fluid collection facility; homeless shelter or halfway house; distribution of needles or needle kits; (xxvi) animal kennel; (xxvii) marijuana dispensary; (xxviii) tattoo parlor. or (xiii) in any other manner which, in the reasonable judgment of Landlord, adversely affects the character, operation, reputation or appearance of the Building or otherwise disturbs the other tenants of the Building. Tenant shall not use the Building address or other identifying feature of the Buildings in any advertising or publications without Landlord's prior written approval as to the content thereof.

4.2 **Reserved**.

4.3 **Sprinklers**. If any law, regulation or order, or if the National or state or local Board of Fire Underwriters or any local Board of Fire Underwriters or insurance exchange (or other bodies hereafter exercising similar functions), or if any bureau, department, or official of the federal, state, and/or municipal governments, or if any fire insurance company shall require (i) the installation of fire extinguishers, a "sprinkler system", fire detection and/or prevention equipment (including, but not limited to, smoke detectors and heat sensors) in the Premises, (ii) any installation, changes, modifications, alterations (including installation of additional sprinkler heads or other equipment) for any sprinkler system, fire extinguishing system, and/or fire detection system now or hereafter installed in the Premises, or if any such installations, changes, modifications, alterations, sprinkler heads, or other equipment become necessary to prevent the imposition of a penalty, an additional charge or an increase in the fire insurance rate as fixed by said Board or Exchange, from time to time, then Tenant shall, at its sole cost and expense, promptly make such installations and/or changes, modifications and alterations so required. Notwithstanding the foregoing, Tenant shall not be required under this Section to install any sprinkler system or make any alterations of the sprinkler system unless same is required due to or in connection with (i) Tenant's manner of use of the Premises and/or Tenant's activities in the Premises, and/or (ii) any alterations performed by Tenant in or to the Premises, and/or (iii) any default by Tenant under this Lease.

4.4 **Violations.** Tenant shall be responsible to remove, discharge or satisfy, within thirty (30) days after Tenant's receipt of notice of the placement or imposition thereof, by bond or otherwise, any and all violations, judgments or liens of any nature (collectively, "**Violations**"), which shall be placed by federal, state and/or local governments or governmental entity having jurisdiction over the Building, or any of their respective agencies or judicial bodies, or any other person or entity, against the Premises and/or the Building or the Land, if such violations are caused by Tenant's use of the Premises, or if same were placed or imposed by reason of the acts or omissions of Tenant, its principals, agents, contractors, suppliers, employees, licensees, tenants, subtenants and/or invitees or were otherwise imposed during or with respect to the period constituting the Term. Failure by the Tenant to timely remove, discharge or satisfy such Violations shall be considered a material breach of this Lease and, in addition to Landlord's other remedies hereunder, Landlord shall have the right, at Tenant's cost and expense, to remove, discharge or satisfy same and bill Tenant for all costs incurred in connection therewith, which bills shall be due and payable upon demand, as Additional Rent hereunder. The terms of this Section 4.4 shall survive the expiration or earlier termination of this Lease.

5. **Assignment and Subletting**. Tenant shall not assign, sell, pledge, encumber, or otherwise transfer this Lease or its interests under this Lease or sublet or license or otherwise permit the use by others of all or any part of the Premises, without Landlord's prior written consent, which shall not be unreasonably withheld conditioned or delayed as to an assignment or subletting, as set forth below. Any transfer in control or ownership of Tenant, and/or transfer of all or substantially all of Tenant's assets, shall be deemed to be an assignment under this Lease and shall not be permitted except as expressly set forth herein. Any assignment or sublease or other transaction by Tenant in violation of this Lease shall be voidable by Landlord in its sole and absolute discretion.

A. If Tenant shall desire to assign this Lease or sublet all or any part of the Premises, Tenant shall, at least thirty (30) days prior to the effective date of any proposed assignment or the commencement of the term of any proposed sublease, by notice given in accordance with the notice provisions of this Lease ("**Tenant's Notice**"), furnish Landlord with (i) the name and address of the proposed subtenant or assignee; (ii) a description identifying the space to be sublet; (iii) the terms, conditions and consideration of the proposed subletting or assignment; (iv) the nature and character of the business of the

proposed subtenant or assignee and its proposed use of the Premises; (v) current financial information with respect to the proposed subtenant or assignee, including, without limitation, a current financial report; and (vi) any other information as Landlord may reasonably request with respect to the proposed subtenant or assignee.

B. Except in the case of a Permitted Transaction (as hereinafter defined), Tenant's Notice shall be deemed an offer from Tenant to Landlord whereby Landlord may, at its option, terminate this Lease (in whole in the case of assignment, or in whole or in part, at Landlord's discretion, in the case of subletting), if the proposed transaction is an assignment, or a sublease of more than twenty-five (25%) percent of the rentable area of the Premises (or would result in the subletting of twenty-five (25%) of the rentable area of the Premises in the aggregate with all then-sublet space in the Premises, if any) for all or substantially all of the remaining Term of this Lease. Such option may be exercised by Landlord by giving written notice thereof to Tenant at any time within thirty (30) days after the date of the giving of Tenant's Notice. If Landlord exercises its option to terminate this Lease, then this Lease (in whole or in part, as the case may be) shall end and expire on the date that such assignment or subletting was to be effective or commence, as the case may be, and the Fixed Rent and additional rent shall be paid and apportioned to such date (and adjusted to reflect reduction in rentable area of the Premises in the case of a termination in part).

C. Upon Tenant's compliance with the provisions of Subsection A above, if Landlord shall not have exercised its termination option as set forth in Subsection B above, Landlord's consent shall not be unreasonably withheld, conditioned, or delayed to the proposed assignment or subletting, provided and upon condition that:

(i) the assignee or sublessee shall have a financial condition and experience sufficient to operate the Permitted Use, and which is otherwise reasonably acceptable to Landlord;

(ii) the assignee or sublessee shall have a good business reputation;

(iii) the assignee or sublessee proposes to and shall use the Premises only for the Permitted Use and which (a) would not violate or conflict with any restrictions or "exclusives" then affecting the Building, and (b) in Landlord's reasonable opinion would be appropriate for a building such as the Building;

(iv) the proposed assignee or sublessee is not (a) an entity who is then a tenant in the Building or another building within a one (1) mile radius of the Building owned by Landlord or an affiliate of Landlord ("**Competing Building**"), or an entity with which Landlord or an affiliate of Landlord is then negotiating or within the six (6) months prior has negotiated for space in the Building or in any Competing Building;

(v) Tenant shall not publicly list the Premises to be sublet or assigned with a broker, agent or other entity, or otherwise offer the Premises for subletting, at a rental rate less than the base annual rent which Landlord is then advertising space available for direct lease in the Building;

(vi) Tenant shall not be in default under this Lease beyond applicable notice and cure periods, either at the time Landlord's consent to such assignment or subletting is requested or on the date of commencement of the term of such proposed sublease or on the effective date of the proposed assignment; and

(vii) if a subletting, the subletting is made subject to all of the obligations of Tenant under this Lease and, without limiting the generality of the foregoing, the sublease specifically provides that there shall be no further subletting of the sublet premises or an assignment thereof other than in strict accordance with the terms of this Section 5.

D. Tenant shall furnish Landlord with a copy of an executed counterpart of each sublease within ten (10) days after the date of its execution. No sublease shall be valid and no subtenant shall take possession of the Premises or any part thereof until such executed counterpart has been delivered to Landlord. The form of sublease shall be reasonably acceptable to Landlord and shall provide for a sublease term ending not later than one (1) day prior to the expiration date of the current lease term. Such sublease shall further provide that it is subject and subordinate to this Lease and to the matters to which this Lease is or shall be subordinate, and that in the event of a termination, re-entry or dispossession by Landlord under this

Lease, Landlord may, at its option, succeed to all of the right, title and interest of Tenant, as sublessor under such sublease, and such subtenant shall, at Landlord's option, attorn to Landlord pursuant to the then executory provisions of such sublease, provided, however, that Landlord shall not (i) be liable for any previous act or omission of Tenant under such sublease, (ii) be subject to any offset not expressly set forth in such sublease which theretofore accrued to such subtenant against Tenant, (iii) be liable for any work, alterations, allowances or other concessions required to be performed or provided by Tenant as sublessor under such sublease, or (iv) be bound by any previous prepayment of more than one month's fixed rent under such sublease.

E. Tenant shall furnish Landlord with a counterpart of each assignment within ten (10) days of the date of its execution. No assignment shall be binding upon Landlord and no assignee shall take possession of the Premises or any part thereof unless Tenant shall, concurrent with the delivery of an executed counterpart of such assignment, deliver to Landlord an agreement executed by the assignee, in appropriate form for recording, whereby such assignee agrees unconditionally to be bound by and to perform all of the obligations of Tenant under this Lease arising after the date of the assignment and further agrees that notwithstanding such assignment, the provisions of this Section 5 shall continue to be binding upon such assignee with respect to all future assignments and transfers.

F. Tenant shall pay, as Additional Rent, Landlord's reasonable out-of-pocket costs incurred in connection with any subletting or assignment proposed by Tenant, whether or not consented to by Landlord, including, without limitation, reasonable attorneys' fees and the costs of credit checks and reports. Such Additional Rent shall be payable by Tenant within ten (10) business days after Landlord's demand therefor and as a condition of Landlord's written consent to subletting or assignment.

G. In the event of any assignment or subletting under this Lease, Tenant shall pay to Landlord, as Additional Rent:

(a) in the case of an assignment, an amount equal to all sums paid to Tenant by the assignee for or by reason of such assignment, including, without limitation, sums paid for the sale of Tenant's alterations or other Tenant's property, less the then net unamortized or un-depreciated cost thereof determined on the basis of Tenant's federal income tax returns and less Tenant's other reasonable costs actually incurred in connection with the assignment, including reasonable brokerage and attorneys' fees; and

(b) in the case of a sublease, any rents, additional charges or other sums payable under the sublease(s) to Tenant by the subtenant(s) which exceed the Fixed Rent and Additional Rent (at the rate per square foot payable by Tenant under this Lease) accruing under this Lease during the term of the sublease(s) in respect of the entire subleased space including, without limitation, sums paid for the sale or rental of Tenant's alterations or other Tenant's property (including Tenant's trade fixtures), less, in the case of the sale thereof, the then net unamortized or un-depreciated cost thereof determined on the basis of Tenant's federal income tax returns) and less Tenant's other reasonable costs actually incurred in connection with the subletting, including reasonable brokerage and attorneys' fees and costs of outfitting the subleased premises for the subtenant.

The sums payable under this Subsection G shall be paid to Landlord as and when paid to Tenant by the assignee or subtenant, as the case may be.

H. Notwithstanding the foregoing provisions, provided Tenant is not then in default under this Lease beyond any applicable notice or cure period, Tenant may, without Landlord's consent, but upon ten (10) days' prior written notice to Landlord, and otherwise in compliance with the other applicable provisions and criteria of this Section 5, assign this Lease to (each a "**Permitted Transferee**"): (i) any entity resulting from a merger or consolidation of Tenant, (ii) any entity acquiring all of the stock or assets of Tenant, (iii) any entity which, immediately prior to such assignment controls, is controlled by, or under common control with Tenant; provided that in each such forgoing instances: (A) the assignee shall be of a character and reputation consistent with the quality of the Building; (B) the assignee is not entitled, directly or indirectly, to diplomatic or sovereign immunity, and is subject to the service of process in, and the jurisdiction of the governments and courts of the federal United States, and the state and city and municipality in which the Premises are located; and (C) the assignee shall have, as of the moment immediately following such transfer, assignment or subletting,

as the case may be, a tangible net worth computed in accordance with generally accepted accounting principles, and general creditworthiness (collectively, "**Financial Condition**") at least equal to the greater of (x) the Financial Condition of Tenant on the date of this Lease, and (y) the Financial Condition of the Tenant as of the moment immediately preceding such assignment or other transfer, as the case may be. Any assignment made to a Permitted Transferee in accordance with the provisions of this Section is referred to as a "**Permitted Transaction**"). "Control" (and words of similar import—capitalized or otherwise), as used in this Section, shall mean with respect the subject person or entity, the ownership, directly or indirectly, of more than fifty-one percent (51%) of the stock or membership interests in, and voting rights with respect to all affairs of, and the right to direct the daily affairs of, such person or entity. As used herein, the term "Tenant" means the only the original tenant named in this Lease (i.e., FLORIDA POWER & LIGHT COMPANY).

I. Notwithstanding any assignment of this Lease or subletting or licensing of all or any portion of the Premises, Tenant shall remain directly and primarily liable for the payment of the Fixed Rent and additional rent due and to become due under this Lease and the terms, provisions, and conditions contained in this Lease on the part of Tenant to be performed. The consent by Landlord to an assignment or subletting shall not in any way be construed to relieve Tenant from its obligation to obtain the consent in writing of Landlord to any further assignment or subletting. If Tenant assigns, transfers, mortgages or encumbers this Lease or any interest therein or sublets all or any portion of the Premises in violation of the provisions of this Section 5, or if the Premises are occupied by anyone other than Tenant, Landlord may collect rent from any such assignee, sublessee or anyone who claims a right to this Lease or who occupies the Premises, and Landlord may apply the net amount collected to the Fixed Rent and additional rent, and no such collection shall be deemed a waiver by Landlord of any of the terms, provisions, and conditions contained in this Section 5 nor an acceptance by Landlord of any such assignee, sublessee, claimant or occupant as Tenant, nor be deemed to release Tenant from the further performance of all of Tenant's obligations under this Lease. If Landlord shall decline to give its consent to any proposed assignment or subletting, Tenant shall indemnify and hold harmless and defend Landlord from and against any claims, demands, liabilities, costs and expenses arising from or relating to any claims that may be made against Landlord by the proposed assignee or sublessee or by any brokers or other persons claiming a commission or similar compensation in connection with the proposed assignment or sublease. The listing of any name other than that of Tenant on the doors of the Premises, the Building directory or elsewhere shall not vest any right or interest in this Lease or in the Premises, nor be deemed to constitute Landlord's consent to any assignment or transfer of this Lease or to any sublease of the Premises or to the use or occupancy thereof by others. Any such listing shall constitute a privilege revocable in Landlord's discretion by notice to Tenant.

6. **Maintenance of the Premises; Utilities**.

6.1 **Obligations of Tenant**. Tenant shall keep and maintain the Premises and appliances, fixtures and equipment therein in a clean, safe and sanitary condition in good quality appearance and in good order, condition and repair, and shall take good care thereof; and shall suffer no waste or injury thereto. Without limiting the foregoing, and notwithstanding anything in this Lease to the contrary, Tenant, at Tenant's sole cost and expense, shall perform all maintenance, repairs and replacements, ordinary and extraordinary, foreseen and unforeseen with respect to the Premises which are not the express obligation of Landlord under Section 6.2 below, which obligations of Tenant shall include, without limitation, the non-structural portions of the Premises, and any and all appurtenances thereto wherever located, including, without limitation, the interior walls, the interior surfaces of the exterior walls, all doors, door frames, door checks, other entrances, windows, window frames, plate glass, all wall coverings, floor coverings, ceilings, Tenant's alterations, all electric, plumbing and sewage facilities located within and serving the Premises (or exclusively serving the Premises (regardless of location)), ventilation, heating and air conditioning and electrical systems located within and serving the Premises (or exclusively serving the Premises (regardless of location)), sprinkler and fire alarm systems located within and servicing the Premises (or exclusively serving the Premises (regardless of location)), and all appliances, furniture, equipment located in the Premises, and shall perform periodic maintenance of such systems as often as is commercially reasonable. A current copy of said service agreement, or a certificate evidencing same, shall be provided to Landlord during the Term upon request. In addition, Tenant shall make all repairs, replacements, renewals and restorations, interior and exterior, ordinary and extraordinary, foreseen and unforeseen, which are required (i) to be made in and to the Premises and/or the Building and/or the Property as a result of the negligent or otherwise tortious act or omission of Tenant, its principals, agents, employees, subtenants, licensees, invitees, residents or contractors, and/or as a result of Tenant's failure to comply with its obligations under this Lease, including without limitation the service and maintenance required

hereunder, or (ii) to be made to anything which was installed or altered by Tenant. All repairs and replacements made by Tenant shall be of good quality. Landlord shall have the right (but not the obligation) to perform any of the repairs or replacements required to be performed by Tenant hereunder which are structural or affect the building systems, in which event, the expense thereof, plus an administrative charge equal to ten percent (10%) thereof, shall be payable to Landlord by Tenant as Additional Rent upon Tenant's receipt from Landlord of a bill therefor. Notwithstanding the foregoing, subject to the provisions of Section 11.3, Tenant shall not be responsible for any cost or repair with respect to damages or defects to the extent directly caused by (i) the gross negligence or willful misconduct of Landlord, its principals, agents, employees, or contractors, and/or (ii) Landlord's failure to materially comply with its obligations under this Lease following notice and reasonable opportunity to cure.

6.2 **Obligations of Landlord**. Landlord shall be obligated to repair only the structural elements of the Building, which shall mean the load-bearing walls, the foundation and the roof; provided, however, that Landlord shall not be required to make any such repairs occasioned by the negligent or otherwise tortious act or omission of Tenant, its principals, agents, employees, subtenants, licensees, invitees, residents or contractors or to any thing which was installed or altered by Tenant. Landlord shall not be required to render any services to Tenant or to make any repairs or replacement to the Premises, except as expressly provided in this Section 6.2. Tenant shall promptly report in writing to Landlord any defective condition which Landlord is required to repair, and Landlord's obligation to repair as set forth in this section is conditioned upon (i) receipt by Landlord of such written notice, and (ii) Tenant not then being in default under this Lease. Landlord shall promptly make any and all repairs that Landlord is obligated to make as set forth in this section.

6.3 **Notice of Defective Condition**. Tenant shall give Landlord prompt notice of any known defective condition in any plumbing or heating, ventilation or air conditioning system or any electrical lines located in, servicing or passing through the Premises or any other known material defective condition affecting the Premises, regardless of whether the obligation to make the repair thereof is Landlord's or Tenant's.

6.4 **Utilities and Services**.

6.4.1 Utilities.

(a) **Water and Electric**. The cost of (i) domestic water used in the Premises for ordinary drinking, pantry and lavatory purposes, and (ii) ordinary electric use for ordinary administrative and executive office use, in each case during Building Business Hours (as hereinafter defined) shall each be included in Operating Expenses and subject to Tenant's Operating Expense Payment. If Landlord reasonably believes or expects that Tenant is using or will be use water or electric in the Premises for any other purpose or for extraordinary amounts or at any other times beyond as aforesaid, then, Landlord may bill Tenant for any such additional usage based on Landlord's reasonable estimate thereof; and provided further, that, in such case, Landlord shall also have the right (but not the obligation) at any time during the Term, at Landlord's sole option, to install or have Tenant install, in either case at Tenant's cost, a sub-meter or direct meter to separately measure the consumption of such utility at the Premises, in which event Tenant shall promptly pay to the provider of such utility all costs of consumption measured by such meter or sub-meter (or to Landlord, at its election, in the case of a submeter). Without limitation of the provisions of Section 3.3 above, in addition to any utility charges payable by Tenant hereunder, Tenant shall also pay any sales or other taxes thereon.

(b) **HVAC**. The cost of HVAC used in the Premises during Building Business Hours shall each be included in Operating Expenses and subject to Tenant's Operating Expense Payment. At all other hours and times, Tenant may use overtime HVAC services subject to request by Tenant upon at least twenty-four (24) hours' advance notice (which may be made by email to the then appropriate Landlord contact provided to Tenant upon Tenant's request), at four (4) hour minimum increments and payment of Landlord's then-current rates therefor. "Building Business Hours" means (i) 8:00 AM to 6:00 PM on all days except Saturdays, Sundays and days observed as holidays by the state or federal government or by unions employed in the Building); and (ii) 8:00 AM to 1:00 PM on Saturdays which are not days observed as holidays by the state or federal government or by unions employed in the Building.

(c) **Other.** Except as expressly set forth above, Tenant shall be solely responsible for the setting up of, and shall pay when due all costs, charges, deposits and assessments related to, the furnishing, consumption, maintenance and installations of gas, cold water, hot water, sewer, electricity, fuel, light, heat, air conditioning, power, telephone, internet, data, and any other utilities or services (collectively, "**Utilities**") attributable to or servicing the Premises. Tenant shall not install or utilize any equipment that may or will exceed or overload the capacity of any Utilities furnished or servicing the Premises or Building.

6.4.2 Cleaning. Landlord shall provide building-standard janitorial services for the Premises Monday through Friday (excluding days observed as holidays by the state or federal government or by unions employed in the Building) the cost of which shall be included in Operating Expenses and subject to Tenant's Operating Expense Payment. However, Tenant shall pay to Landlord within ten (10) business days after rendition of a bill therefor, 100% of the costs incurred by Landlord for (x) extra cleaning work in the Premises required because of misuse on the part of Tenant or its subtenants or its or their employees or visitors, (y) removal from the Premises and the Building of any refuse and rubbish of Tenant in excess of that ordinarily accumulated in business office occupancy, including, without limitation, kitchen refuse, or at times other than Landlord's standard cleaning times, and (z) the use of the Premises by Tenant other than during Building Business Hours. Notwithstanding the foregoing, Landlord shall not be required to clean any portions of the Premises used for (i) preparation, serving or consumption of food or beverages, or (ii) training rooms, data processing or reproducing operations or other special purpose areas to the extent same requires greater or more difficult cleaning work than office areas, or (iii) private lavatories or toilets, and Tenant agrees, at Tenant's expense, to retain Landlord's cleaning contractor to perform such cleaning; further, Landlord shall not be required to provide disposal of any medical waste, nor any specialized medical-use cleaning, and Tenant agrees, at Tenant's expense, to separately perform such disposal and cleaning at Tenant's expense.

6.4.3 Intentionally Deleted.

6.4.4 If Tenant fails to perform any of its obligations under this Section 6 or elsewhere in this Lease in the manner required under this Lease beyond any applicable notice and cure period (provided that no notice or cured period shall be required in the case of an emergency), then without waiving such default or limiting Landlord's remedies with respect thereto, such obligation same may be performed by Landlord (but Landlord shall have no obligation to perform same) and the expense thereof, plus an administrative charge equal to ten percent (10%) thereof, shall be payable to Landlord by Tenant as Additional Rent upon Tenant's receipt from Landlord of a bill therefor.

6.5 **Windows; Scaffolding**. If at any time any windows in the Premises are closed, darkened or bricked-up for any reason whatsoever, Landlord shall not be liable to Tenant for any damages that Tenant may sustain thereby, and Tenant shall not be entitled to any compensation therefor nor abatement or rent, additional rent or other charges, nor shall the same release Tenant from its obligations hereunder or constitute an actual or constructive eviction of the Tenant. Similarly, scaffolding may be erected and remain in front of the Premises for so long as any work to the Building is being performed or may in the future be performed by or on behalf of Landlord, and Tenant shall not have any claim against Landlord or be entitled to any offset, abatement or deduction whatsoever by reason of same. Tenant shall not clean nor require, permit, suffer or allow any window in or of the Premises or Building to be cleaned from the outside in violation of any applicable laws.

6.6 **Obstruction, No Light, Air or View Easement**. Tenant recognizes and agrees that no easement for light, air or view is included in this demise, and any diminution or shutting of light, air or view by any structure presently or hereafter erected on lands adjacent to the Premises (whether or not owned by the Landlord) shall in no way affect this Lease or Tenant's obligations hereunder or impose any liability of any kind upon the Landlord.

7. **Tenant Alterations.**

7.1 **Alterations.**

7.1.1 Tenant shall not make or permit others to make any alterations, additions or improvements, structural or otherwise in or to the Premises or the Building, without prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed provided the same are nonstructural and do not, in the reasonable judgment of Landlord, affect the building systems and are not visible from, nor otherwise affect, the exterior of the Premises. All of Tenant's alterations and additions and installation of furnishings shall be coordinated with any work being performed by Landlord if any in such manner as to maintain harmonious labor relations and not to damage the Building or the Premises or interfere with Building operation.

7.1.2 Tenant shall, prior to commencement of any work (a) deliver to Landlord plans and specifications for such work prepared by an architect duly licensed in the State of Florida, which architect and plans and specifications shall be subject to Landlord's approval (which approval shall not be unreasonably withheld subject to the same conditions set forth in Section 7.1.1), (b) secure and deliver to Landlord copies of all necessary licenses and permits, (c) deliver to Landlord a statement of the names of all its contractors and subcontractors and the estimated cost of all labor and material to be furnished by them, (d) obtain and carry insurance covering the work at full replacement cost with Landlord and its lender and its other designees as insured, as their respective interests may appear, and cause each contractor to carry (i) worker's compensation insurance in statutory amounts covering all the contractor's and subcontractor's employees, (ii) comprehensive public liability insurance with such limits as Landlord may reasonably require, but in no event less than One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate (and including Action-Over [a/k/a labor law] coverage) and (iii) property damage insurance with limits of not less than One Million Dollars ($1,000,000) or combined single limit coverage of Two Million Dollars ($2,000,000), umbrella coverage of not less than Five Million Dollars ($5,000,000) covering all of the above (all such insurance to be written in companies approved by Landlord and insuring Landlord and its lender and other designees and agents and Tenant as well as the contractors, all the foregoing insurance shall be subject to all of the insurance requirements of Section 11.2 and shall contain waivers of subrogation in favor of Landlord), and the contractor shall cause the subcontractors to maintain such policies, and (e) deliver to Landlord certificates of all such insurance evidencing all of the foregoing, including without limitation: (i) Landlord and its lender and agent and other designees as a certificate holder, (ii) that such policies will not be cancelled without thirty (30) days' notice to Landlord (or ten (10) days if the result on non-payment of the premium therefor) and (iii) in the case of liability insurance, showing Landlord and its lender and agent and other designees as an insured. In addition, such contractors shall provide, and shall cause its subcontractors to provide, with respect to such work, standard indemnity and hold harmless agreements in favor of Landlord and its respective lenders, agents, designees, principals, directors, officers, members, and mortgagees. Tenant agrees to pay promptly when due the entire cost of any work done in the Premises by Tenant, its agents, employees, or contractors or subcontractors. All alterations, decorations, additions or improvements must: (i) conform to all rules and regulations established from time to time by the Florida Property Insurance Underwriting Association and/or similar organizations, (ii) be made in full compliance with all applicable laws, ordinances, regulations, orders and permits of the of the federal, state and local governments, (iii) be performed by properly licensed, qualified and reputable contractors, subcontractors and workers reasonably approved by Landlord (and Landlord shall have the right in its sole discretion to designate the engineers, contractors and subcontractors for the mechanical, engineering and plumbing work and other work affecting any building systems of the Building and/or any structural elements of the Building), and (iv) be made in a good and workmanlike manner using materials, equipment and supplies of at least as good a quality as used in the original construction and improvement of the Building and the Premises. Landlord may inspect such work at any time or times upon reasonable prior notice (telephonic and/or email shall suffice) and shall promptly give notice to Tenant of any observed defects, which Tenant shall promptly correct at Tenant's expense. All Tenant's installations shall be in accordance with applicable laws and code, and shall not conflict with or be in violation of, or cause any violation of Landlord's basic building plans and/or the construction of the Building, and all Tenant's installations shall be completed free of all liens and encumbrances. All permits which may be required by Tenant for Tenant's installations shall be procured and paid for by Tenant only after having obtained Landlord's written approval of such work, or, if Landlord shall deem the same advisable, Landlord may procure such permit and Tenant shall pay for the same. No plans and/or specifications required to be filed by Tenant pursuant to any work contemplated to be performed by it within the Premises shall be filed or submitted to any

governmental authority having jurisdiction thereover without first having obtained Landlord's approval to the same not to be unreasonably withheld, conditioned or delayed.

7.1.3 Tenant shall take steps required or permitted by laws to avoid the imposition of any mechanics' liens upon the Premises, or the Building. If any mechanics' or material suppliers' lien or similar lien is filed against the Premises, or the Building, for work claimed to have been done for or materials claimed to have been furnished to Tenant, such lien shall be discharged by Tenant within thirty (30) days thereafter, at Tenant's sole cost and expense, by the payment thereof or by filing any bond required by law. If Tenant shall fail to discharge any such mechanics' or material suppliers' lien or other lien, Landlord may, at its option, discharge the same and Tenant hereby appoints Landlord as its attorney-in-fact, coupled with an interest, for such purpose and, in such event, Landlord may treat the cost thereof as Additional Rent payable with the monthly installment of Rent next becoming due; it being hereby expressly covenanted and agreed that such discharge by Landlord shall not be deemed to waive or release the default of Tenant in not discharging the same. Nothing contained in this Lease shall be construed as consent on the part of Landlord to subject the estate of Landlord in the Land, Building or the Premises to liability under the Construction Lien Law of the State of Florida as a result of work done by or on behalf of Tenant or services provided to Tenant, it being expressly understood that Landlord's estate shall not be subject to such liability.

7.2 **Indemnification**. Without limiting the other obligations of Tenant under this Lease, Tenant shall indemnify, defend, and hold Landlord and its principals, officers, agents, lenders, mortgagees and employees harmless from and against any and all liabilities, losses, damages, costs and expenses, liens, claims or damages to person or property which arise directly or indirectly by reason of making any such Tenant alterations, decorations, additions or improvements. If any such Tenant alteration, decoration, addition or improvement is made without the prior written consent of Landlord as required in Section 7.1, Landlord may correct or remove the same, and Tenant shall be liable for any and all expenses incurred by Landlord in the performance of such work. The provisions of this Section shall survive the expiration of earlier termination of this Lease.

7.3 **Surrender**. All alterations, decorations, additions or improvements in or to the Premises or the Building made by either party shall remain upon and be surrendered with the Premises as a part thereof at the end of the Term without disturbance, molestation or injury; provided, however, that Tenant shall remove, at the expense of Tenant, prior to the expiration of the Term, all movable furniture, furnishings and equipment and any items of Tenant's trade dress or containing Tenant's trade name installed in the Premises at the expense of Tenant (collectively, "**Tenant's Property**") and Tenant shall repair any damage caused by such removal. If such property of Tenant is not removed by Tenant prior to the expiration or termination of this Lease, then, at the election of Landlord in its sole discretion, the same shall be deemed abandoned and become the property of Landlord and shall be surrendered with the Premises as part thereof and Landlord shall have the right to dispose or otherwise remove such property from the Premises and Tenant shall promptly pay Landlord all actual and reasonable costs thereof. Notwithstanding the foregoing, if so elected by Landlord in its sole discretion, the following alterations and installations shall be removed by Tenant and the Premises restored: (i) all alterations and installations installed in violation of the provisions of this Lease, and/or applicable laws, and (ii) all alterations which Landlord has advised Tenant that Landlord requires Tenant to remove such alterations. The provisions of this Section shall survive the expiration or earlier termination of this Lease.

8. **Signs; Furnishings.**

8.1 No sign, advertisement or notice or window displays shall be inscribed, painted, affixed or otherwise displayed on any part of the exterior or interior of the Building without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed as to interior signage adjacent to the entrance to the Premises. If any sign, advertisement or notice which does not conform to the foregoing is nevertheless exhibited by Tenant, Landlord shall have the right to remove the same and Tenant shall be liable for any and all actual and reasonable expenses incurred by Landlord in such removal. Tenant covenants and agrees that no sign shall be erected, maintained or displayed in violation of any law, regulation, agreement, condition, restriction, covenant or encumbrance of record. The installation of Tenant's signage shall be performed in a good and workmanlike manner (including without limitation, the proper sealing of the anchors) and otherwise in accordance with and subject to the provisions of Article 7 of this Lease. Without limiting the

other provisions of this Lease, Tenant shall indemnify, defend, and hold Landlord and its principals, officers, agents, lenders, mortgagees and employees harmless from any losses, damages, costs and expenses, liens, claims or damages to person or property which may or might arise directly or indirectly by reason of the installation, maintenance and/or existence of Tenant's signage, except to the extent caused by the negligence or willful misconduct of Landlord, its principals, agents, employees, or contractors, and/or Landlord's failure to materially comply with its obligations under this Lease following notice and reasonable opportunity to cure (provided, however, that in all of such cases, the provisions of Section 11.3 shall still apply thereto).

8.2 **Furnishings**. Landlord shall have the right to prescribe the weight and position of safes and other heavy equipment, furniture or fixtures, which shall, if considered necessary by the Landlord, stand on plank strips to distribute the weight. Any and all damage or injury to the Premises or the Building caused by moving the property of Tenant into, in or out of the Premises, or due to the same being on the Premises, shall be repaired by and at the sole cost of Tenant. Tenant agrees promptly to remove from the sidewalks and driveways adjacent to the Building any of the Tenant's Property. No furniture, equipment or other bulky matter of any description will be received into the Building or carried in the elevators except as approved by Landlord which approval shall not be unreasonably withheld, conditioned or delayed, and all such furniture, equipment, and other bulky materials shall be delivered only during hours approved by Landlord and only through the designated delivery entrance of the Building. All moving of the furniture, equipment and other materials shall be done at such times and on such days as Landlord may prescribe in order to minimize inconvenience to Landlord and the other tenants in the Building or, otherwise, upon prior written consent of Landlord, and at Landlord's discretion, shall be performed under the direct control and supervision of Landlord who shall, however, not be responsible for any damage to or charges for moving the same. Tenant agrees promptly to remove from the sidewalks and driveways adjacent to the Building any of the Tenant's furniture, equipment or other material there delivered or deposited.

9. **Tenant's Equipment**. Tenant covenants and agrees that at all times its use of electric current shall not exceed the capacity of existing feeders to the Building or the risers or wiring installation and Tenant may not use any electrical equipment which will overload such installations. Tenant shall not install any equipment of any kind or nature whatsoever which will necessitate any changes, replacements or additions to, or in the use of the water system, heating system, plumbing system, ventilation system, sewer system, air conditioning or cooling system, security system (if any) or electrical system of the Premises or the Building without first obtaining the prior written consent of Landlord. Business machines and mechanical equipment belonging to Tenant which cause noise or vibration that may be transmitted to the structure of the Building or to any space therein to such a degree as to be objectionable to Landlord or to any tenant in the Building shall be installed and maintained by Tenant, at Tenant's expense, on vibration eliminators or other devices sufficient to eliminate such noise and vibration, and if such noise and/or vibration is not so eliminated Landlord shall have the right to require Tenant to remove such machines and/or equipment from the Premises, or the Building caused by such installation.

10. **Access; Inspection**. Landlord shall have the right and Tenant shall permit Landlord, and its leasing and managing agents and other representatives, to enter the Premises during business hours upon reasonable advance notice (and at all times and without notice, in the case of an emergency), without charge therefor to Landlord and without diminution of the Rent payable by Tenant, to examine, inspect and protect the Premises and the Building and to make such alterations and/or repairs as in the reasonable judgment of Landlord may be deemed necessary, or to exhibit the same to prospective tenants during the last year of the Term (and at any time after an Event of Default), and to exhibit the Premises, from time to time, to potential purchasers or lenders of the Property and other interested parties. Landlord shall use commercially reasonable efforts to minimize any interference with Tenant's use of the Premises during any such entry.

11. **Insurance.**

11.1 **Insurance Rating**. Tenant will not conduct or permit to be conducted any activity, or place any equipment in or about the Premises, or the Building which will, in any way, invalidate the insurance coverage in effect or increase the rate of fire insurance or other insurance on the Building; and if any invalidation of coverage or increase in the rate of fire insurance or other insurance is stated by any insurance company or the applicable Insurance Rating Bureau to be due to any activity or by equipment of Tenant in or about the Premises, the Building, such statement shall be conclusive evidence that the increase in such rate is due to such activity or equipment and, as a result thereof, Tenant shall be liable for such increase

and shall reimburse Landlord therefore upon demand and any such sum shall be considered Additional Rent. Tenant shall not introduce or permit to be kept on the Premises or in the Building any dangerous, obnoxious, radioactive or explosive substance.

11.2 **Required Insurance**.

(a) Tenant, at Tenant's expense, shall carry commercial general liability insurance against claims for bodily injury or death or property damage occurring in or about the Premises (including, without limitation, bodily injury, death or property damage resulting directly or indirectly from any change, alteration, improvement or repair thereof), with primary coverage limits of not less than $1,000,000.00 per occurrence and $3,000,000.00 in the aggregate and with umbrella coverage limits of $5,000,000.00 for bodily injury or death to any number of persons in respect of any one accident or occurrence and property damage in respect of such accident or occurrence. Such insurance shall conform to Tenant's actual use of the Premises. Tenant shall carry an "Special Form-Causes of Loss" property damage insurance policy for full replacement value for all of its equipment and other personalty and for all leasehold improvements which are made by or for Tenant in or to the Premises (i.e., improvements and betterments coverage) and such other insurance as may be reasonably required by the holder, now or hereafter, of a mortgage on the Building. In addition, Tenant shall maintain the following insurance:

(1) Business interruption insurance (including rent coverage) with respect to any fire or other casualty or other interruption that may occur at the Premises, in an amount at least equal to the annual rent and other sums payable pursuant to the terms of this Lease for a period of twelve (12) months, commencing with the date of loss;

(2) Workers compensation insurance, Florida State disability benefits insurance, and any and all other statutory forms of insurance now or hereafter required by law, covering all persons employed in, on or about the Premises by Tenant; and

(3) Such other and further insurance and amounts as may reasonably be required or requested from time to time by Landlord and/or Landlord's lender.

Each insurance policy required to be maintained by Tenant under this Lease shall be written by an insurance company with a Best's Rating of A, VIII or better, or an equivalent rating by a similar or successor authority, and legally licensed and admitted to do business in the State of Florida and reasonably approved by Landlord and, except with respect to Workers Compensation, shall name Landlord and Landlord's agent and lenders and other designees as named insureds, additional insureds and loss payees, as applicable.

11.3 **Waiver of Subrogation**. Without limiting Landlord's rights and remedies under the other provisions of the Lease or the provisions of Section 13.1, Tenant hereby waives any and all claims and right of recovery and other rights it may have against or with respect to Landlord or its lender or their respective members, officers, principals, employees and/or agents with respect to any damage, loss and/or liability incurred by Tenant or otherwise occurring with respect to the Premises and/or the contents thereof (including without limitation as a result damage caused by fire or other casualty) to the extent that such damage, loss or liability is covered by the insurance policies maintained by Tenant (including without limitation if through self-insurance) or required to be maintained by Tenant pursuant to the terms of this Lease (including without limitation through self-insurance), and that all Tenant's (and all of its subtenants' and licensees') policies of fire and/or extended coverage or other insurance covering the Premises or the contents thereof shall contain a clause or endorsement providing in substance that such insurance shall not be prejudiced if the insureds thereunder have waived the right of recovery from any person or persons prior to the date and time of loss or damage, if any, and otherwise waiving such insurers rights of subrogation.

11.4 **Insurance Certificate**. Certificates of insurance and receipts evidencing the coverage provided by, and payment for, such insurance (and including copies of such policies and/or the declaration pages of such polices, if requested by Landlord) shall be delivered to Landlord prior to the earlier of (i) the Commencement Date and (ii) the date takes

possession of or otherwise enters the Premises for the purposes of performing work therein or otherwise; and thereafter at least annually by Tenant. Each policy and certificate thereof shall contain an endorsement that will prohibit its cancellation prior to the giving of thirty (30) days written notice of such proposed cancellation, reduction in coverage or expiration, as the case may be, to Landlord in accordance with policy requirements.

11.5 **Self-Insurance**. So long as the Tenant under this Lease (i) is Florida Power & Light Company, (ii) has a tangible net worth computed in accordance with generally accepted accounting principles of at least $100,000,000.00, liquid assets of at least $25,000,000.00, and (iii) is not in default under this Lease beyond applicable notice and grace periods, then, to the extent permitted by applicable law, Tenant shall have the right to meet the insurance requirements designated in this Lease through any combination of self-insurance, primary or excess coverage; provided, however, that all releases and waivers under this Lease in favor of Landlord shall be inure to Landlord with respect to self-insurance, including without limitation the release of claims and waivers of subrogation set forth in this Lease, as if such insurance was maintained through a third-party insurance company.

12. Access Control. Landlord may, at its option, provide an access control system or guard service for the Building during the Term; provided, however, that no representation or warranty or covenant with respect to the existence, adequacy, completeness or integrity of the access control system or guard services is made by Landlord, and any failure of the access control system or guard service in any way shall not modify or affect any of the terms of this Lease with respect to Landlord's liability to Tenant. The Landlord reserves the right to discontinue, modify, supplement or revise the access control system at any time its sole judgment.

13. Liability.

13.1 **No Liability**. To the fullest extent permitted by law, the following shall apply: Notwithstanding anything in this Lease to the contrary and without limiting the other provisions of this Lease, except as may be expressly stated otherwise herein, Landlord shall not be liable to Tenant, its employees, agents, contractors, business invitees, licensees, subtenants, customers, clients, family members or guests for any damage, compensation or claim based on loss, inconvenience or annoyance arising from the necessity of repairing any portion of the Premises, or the Building, the interruption in the use of the Premises, accident or damage resulting from the use or operation (by Landlord, Tenant or any other person or persons whatsoever) or for failure to furnish, or for delay, suspension or deduction in furnishing any of the utilities or services to be furnished by Landlord hereunder, including, but not limited to, elevators or heating, cooling, electrical or plumbing equipment or apparatus, or the termination of this Lease by reason of the destruction of the Premises, or from any fire, robbery, theft, mysterious disappearance and/or any other casualty, or from any leakage in any part or portion of the Premises, or the Building, or from water, rain or snow that may leak into, or flow from any part of the Premises, or the Building or from drains, pipes or plumbing work in the Building, or from any other cause whatsoever, or for any personal injury arising from the use, occupancy and condition of the Premises. The foregoing shall not operate to release Landlord for liability for injury or damage to persons or property to the extent caused by the gross negligence or willful misconduct of Landlord, its principals, agents, employees, or contractors (provided, however, that even in such cases, the provisions of Section 11.3 shall still apply thereto). Any goods, property or personal effects of Tenant, its employees, agents, contractors, business invitees, licensees, customers, clients, family members or guests, stored or placed in or about the Premises or the Building shall be at their risk, and Landlord shall not in any manner be held responsible therefor. The employees of Landlord are prohibited from receiving any packages or other articles delivered to the Building by, to or on behalf of Tenant, and if any such employee receives any such package or articles, such employee shall be the agent of the Tenant for such purposes and not of Landlord. Tenant acknowledges that Landlord will not carry insurance on Tenant's furniture, furnishings, fixtures, equipment and/or improvements in or to the Premises. Tenant shall give written notice forthwith to Landlord of any accident, damage, casualty, injury or emergency on or affecting the Premises and of any claim, action, threat or other proceeding against, arising from, or affecting Tenant, the Premises and/or the use or occupancy of the Premises by Tenant (or, to the extent an emergency occurs, by telephone or other means of immediate communication, to be followed promptly thereafter by a confirmatory writing). It is expressly understood and agreed that Tenant shall look solely to its business interruption, liability and property damage insurance policies, and not to Landlord, or its agents or employees, for reimbursement of any damages or losses incurred as a result of any of the foregoing occurrences (except to the extent caused by the gross negligence or willful misconduct of Landlord, its principals, agents, employees, or

contractors; provided, however, that even in such cases, the provisions of Section 11.3 shall still apply thereto) , and that said policies must contain waiver of subrogation clauses as per Section 11.3 and that Tenant shall at least annually deliver to Landlord evidence of the foregoing.

13.2 **Indemnity**. To the fullest extent permitted by law, Tenant shall indemnify, defend and hold Landlord and its principals, officers, agents, lenders, mortgagees and employees harmless from any losses, damages, liabilities, costs and expenses (including attorney's fees) incurred by or claimed against Landlord and/or such other indemnified party, directly or indirectly, which is in any way occasioned by or results from or in connection with (i) any default hereunder or any negligent or otherwise tortious acts, commissive or omissive on the part of Tenant, its principals, officers, agents, employees, contractors, invitees, subtenants, licensees, customers, clients, family members and/or guests, and/or (ii) Tenant's or its subtenants' operation, use and/or occupancy of the Premises and/or the Building and/or the Land or in any other manner which relates to the business of Tenant, and/or (iii) any occurrence, incident or matter occurring on or about the Premises, except to the extent caused by the negligence or willful misconduct of Landlord, its principals, agents, employees, or contractors, and/or Landlord's failure to materially comply with its obligations under this Lease following notice and reasonable opportunity to cure(provided, however, that even in such cases, the provisions of Section 11.3 shall still apply thereto). Any such cost, damage, claim, liability or expense incurred by Landlord for which the Tenant is obligated to reimburse Landlord shall be deemed Additional Rent due and payable upon demand. Without limiting the foregoing, Tenant shall reimburse Landlord for any and all actual and reasonable costs and expenses (including attorneys' fees) incurred in enforcing this Lease. It is expressly understood and agreed that Tenant's liability under this Lease extends to the negligent or otherwise tortious acts, commissive or omissive, of any subtenant and any principal, officer, agent, employee, contractor, invitee, licensee, customer, client, family member and guest of any subtenant. Notwithstanding the foregoing, in no event shall Tenant be responsible for any special, punitive, or consequential damages (except under Section 18 below). The provisions of this Section shall survive the expiration or earlier termination of this Lease.

14. **Rules and Regulations**. Tenant, its principals, officers, agents, employees, contractors, invitees, licensees, customers, subtenants, clients, family members and guests shall at all times abide by and observe the rules and regulations, as Landlord may promulgate from time to time, with a copy sent to Tenant, for the operation and maintenance of, or otherwise relating to, the Building and/or Property, provided same are not arbitrary or capricious and are not enforced in a discriminatory manner against Tenant. If there is any conflict between the provisions of this Lease and any current or future rules and regulations, this Lease shall govern.

15. **Damage; Condemnation**.

15.1 **Damage to the Premises**

A. Tenant shall give prompt notice to Landlord in case of fire or other casualty in the Premises. If (a) so much of the Building is damaged or rendered untenantable (whether or not the Premises or any portion thereof shall be damaged) by fire or other cause that Landlord shall determine not to restore the same or to demolish the remainder thereof, (b) all or a portion of the Premises shall suffer substantial damage or be rendered untenantable by fire or other casualty and Landlord shall determine (i) that such portion of the Premises cannot reasonably be expected to be restored or rendered tenantable under a normal working schedule within a period (the "**Restoration Period**") equal to the lesser of (A) six (6) months after the occurrence of such damage or destruction and (B) by such time such that after the completion thereof there will remain at least five (5) years in the Term, or (ii) that a ground lessor or mortgagee will not permit Landlord to apply the net proceeds of Landlord's insurance to the restoration of the Premises; or (c) so much of the Building shall be damaged, such that Tenant's access to and use and enjoyment of the Premises shall be rendered substantially impossible, whether or not the Premises shall be damaged, and Landlord shall determine that the same cannot reasonably be expected to be restored or rendered tenantable under a normal working schedule within the Restoration Period, then, in any such event, Landlord shall have the right to terminate this Lease by notice to Tenant, in which event the Term shall expire by lapse of time upon the date which is thirty (30) days after such notice is given and Tenant shall vacate the Premises and surrender the same to Landlord in the manner required under this Lease upon the expiration or termination of this Lease (except that the damaged portion of the Premises need not be broom clean and except that those portions of the building systems damaged by such fire or casualty need not be in working order). Upon the termination of this Lease under the conditions provided for in this

Section, Tenant's liability under this Lease, including without limitation the payment Rent, shall cease as of the effective date of such termination (but, for the avoidance of doubt, Tenant shall remain liable for all obligations and liabilities which accrued prior to such termination or which otherwise survive the expiration or termination of this Lease). Tenant hereby expressly waives any now or hereinafter existing statutory provisions to the contrary and agrees that the foregoing provisions of this Section shall govern and control in lieu thereof, this Section being an express agreement governing any case of damage or destruction of the Premises by fire or other casualty.

B. If the Building or the Premises, or any portion thereof, is damaged by fire or other casualty and this Lease is not terminated pursuant to Section 15.1.A above, Landlord, promptly after the occurrence of such damage and the determination of the net amount of insurance proceeds available, shall use due diligence to restore the Building as nearly as possible to its condition prior to such fire or other casualty (but in no event shall Landlord be obligated to restore the Building to a condition better than it was in on the Commencement Date). In no event shall Landlord be obligated to repair or restore Tenant's alterations, or Tenant's personal property, furniture, furnishings and/or equipment (provided, however, that for the avoidance of doubt, the foregoing shall not operate to release Landlord for liability for injury or damage to persons or property to the extent caused by the gross negligence or willful misconduct of Landlord, its principals, agents, employees, or contractors (provided, however, that even in such cases, the provisions of Section 11.3 shall still apply thereto)). Tenant shall cooperate with Landlord's restoration by removing from the damaged portion of the Premises as promptly as reasonably possible, all of Tenant's salvageable inventory and movable equipment, furniture, and other property.

C. If as a result of a fire or other casualty the Premises or a material portion thereof are physically damaged and rendered untenantable as a result (and therefore not occupied by Tenant), but this Lease is not terminated as aforesaid and Landlord has a restoration obligation under this Section 15.1, then Fixed Rent and other regularly-scheduled Rent shall abate from the date of the fire or other casualty until the Premises are restored to the extent required by Landlord under this Section (or such earlier date that Tenant resumes occupancy of the Premises or such material portion of the Premises, as the case may be); such abatement shall be proportionate based on the portion of the Premises that is so untenantable and unoccupied by Tenant..

D. Tenant acknowledges that Landlord will not be obligated to carry insurance of any kind on Tenant's alterations or furniture, furnishings, finishes or wall coverings and/or fixtures, equipment, and improvements, and agrees that Landlord shall not be obligated to repair any damage thereto or to replace the same (provided, however, that for the avoidance of doubt, the foregoing shall not operate to release Landlord for liability for injury or damage to persons or property to the extent caused by the gross negligence or willful misconduct of Landlord, its principals, agents, employees, or contractors (provided, however, that even in such cases, the provisions of Section 11.3 shall still apply thereto)).

15.2 **Condemnation**. If the whole of the Premises (or use of occupancy of the Premises) shall be taken or condemned by any governmental or quasi-governmental authority for any public or quasi-public use or purpose (including sale under threat of such a taking), or if Landlord elects to convey title to the condemnor by a deed in lieu of condemnation, then the term of this Lease shall cease and terminate as of the date when title vests in such governmental or quasi-governmental authority and the Rent shall be abated on the date when such title vests in such governmental or quasi-governmental authority. If (i) only a part of the Premises is taken or condemned by any governmental or quasi-governmental authority for any public or quasi-public use or purpose (including sale under threat of such a taking), and the condemnation award is insufficient to restore the remaining portion of the Premises or if such award must be applied to repay any mortgages, now or hereafter, encumbering the Building or the Land, or (ii) whether or not a portion of the Premises is taken, a portion of the Building or the Property is taken and Landlord deems it commercially unreasonable to continue leasing all or a portion of the remaining space in the Building, then Landlord shall have the right to terminate this Lease as of the date when title vests in such governmental or quasi-governmental authority.

15.2.1 If this Lease is not so terminated after a partial condemnation, then after the date when the condemned portion of the Premises is delivered to the condemnor, the Fixed Rent and Additional Rent accruing after the date of such taking shall be reduced in the proportion which the condemned area bears to the entire area of the Premises and Landlord shall restore the structural elements of remaining portion of the Premises.

15.2.2 Tenant shall have the right to claim against the condemnor only for removal and moving expenses and business dislocation damages which may be separately payable to tenants in general under applicable law, provided such payment does not reduce the award otherwise payable to Landlord. Subject to the foregoing, Tenant hereby waives all claims against Landlord with respect to a condemnation, and hereby assigns to Landlord all claims against the condemnor, including, without limitation, all claims for diminution in the value of Tenant's leasehold estate.

16. **Insolvency and/or Bankruptcy of Tenant**.

16.1 **Events of Insolvency and/or Bankruptcy**. Each one or more of the following shall be an "**Event of Default**" under this Lease:

A. Tenant's becoming insolvent, as the term is defined in Title 11 of the United States Code, entitled Bankruptcy, 11 U.S.C. Paragraph 101 et seq. (the "**Bankruptcy Code**"), or under the insolvency laws of any State, District, Commonwealth or Territory of the United States (the "**Insolvency Laws**") or otherwise;

B. The appointment of a receiver, trustee or custodian for all or a substantial portion of Tenant's property or assets, or the institution of a foreclosure action upon all or a substantial portion of Tenant's real or personal property;

C. The filing of a voluntary petition under the provisions of the Bankruptcy code or Insolvency Laws or the filing of a petition for reorganization governed by Insolvency Laws, the filing of an application for voluntary liquidation or dissolution applicable to banking institutions or such other institutions;

D. The filing of an involuntary petition against Tenant as the subject debtor under the Bankruptcy Code or Insolvency Laws, which is either not dismissed within thirty (30) days of filing, or results in the issuance of an order for relief against the debtor, whichever, is earlier;

E. Tenant's making or consenting to an assignment for the benefit of creditors or a common law composition of creditors.

16.2 **Landlord's Remedies**. Landlord, in the event of such an Event of Default under Section 16.1 above, shall have, without need of the notice otherwise set forth therein, the rights enumerated in Section 17 and all other rights at law or in equity.

17. **Default of Tenant.**

17.1 **Events of Default**. In addition to the Events of Default set forth in Section 16.1 hereof, each one or more of the following shall be an "Event of Default" under this Lease:

A. If Tenant shall fail to pay when due any Rent (including Fixed Rent and Additional Rent) or any other payment required under this Lease, whether or not demand has been made therefor, and such failure continues for ten (10) or more business days;

B. If Tenant shall violate or fail to perform any of the other terms, conditions, covenants or agreements herein made by Tenant, and such failure continues for ten (10) or more business days after Landlord's written notice thereof to Tenant;

C. If Tenant abandons the Premises at any time during the Term or fails to open for business in the Premises within sixty (60) days after the Commencement Date (provided, however, that if Tenant is diligently pursuing and taking all such actions as are reasonably necessary to open its business in the Premises, then such sixty

(60) day period shall be extended for such amount of time as is reasonably necessary to accomplish same, but in no event beyond an additional sixty (60) days);

D. If Tenant assigns or hypothecates this Lease or any interest herein, or sublets the Premises, or any part thereof, or if Tenant attempts to do any of the foregoing, in contravention of the terms, covenants, provisions and conditions of this Lease.

E. There occurs any other default beyond applicable notice and grace periods under any other lease or other agreement between Landlord and Tenant and/or their respective affiliates at the Property.

17.2 **Landlord's Remedies**. Should an Event of Default occur under this Lease, Landlord (notwithstanding any former breach of covenant or waiver thereof in a former instance), in addition to all other rights and remedies available to it by law or equity or by any other provisions hereof, may at any time thereafter pursue and shall be entitled to, once or more often, any one or more of the following remedies:

17.2.1 **Termination of Lease**. Landlord may terminate this Lease upon notice to Tenant and on the date specified in such notice, this Lease and the Term hereby demised and all rights of Tenant hereunder shall expire and terminate without any right of Tenant to save the forfeiture, and Tenant shall thereupon quit and surrender possession of the Premises to Landlord in the condition elsewhere herein required and Tenant shall remain liable to Landlord as hereinafter provided.

17.2.2 **Repossession/Reletting of Premises**. Whether or not Landlord terminates this Lease, Landlord may, without further notice, enter upon and repossess the Premises, by summary proceedings or ejectment or by self-help, and may dispossess Tenant and remove Tenant and all other persons and property from the Premises and may have, hold and enjoy the Premises and the rents and profits therefrom. Landlord may relet the Premises, or any part thereof, for such term or terms (which may be greater or less than the period which would otherwise have constituted the balance of the Term) and on such terms (which may include concessions or free Rent) as Landlord in its sole discretion and good faith may determine. Landlord may, in connection with any such reletting, cause the Premises to be decorated, altered, divided, and/or consolidated with other space or otherwise changed or prepared for reletting. No reletting shall be deemed a surrender and acceptance of the Premises.

17.2.3. **Payments**. Upon such termination of the Lease or reentry by Landlord, Landlord may declare to be immediately due and payable, a sum equal to the cost of Landlord's Work and the amount of brokerage commissions paid by Landlord with respect to this Lease, if any, plus, on account of the Rent and other charges herein reserved for the balance of the Term (taken without regard to any early termination of the Term on account of default), the Accelerated Rent Component (as hereinafter defined), and Tenant shall remain liable to Landlord as hereinafter provided. For purposes hereof, the Accelerated Rent Component shall mean the aggregate of the following items: (a)The Fixed Rent otherwise payable for the period which otherwise would have constituted the unexpired portion of the Term, plus all Additional Rent and other charges, payments, costs and expenses herein agreed to be paid by Tenant up to the end of the Term which shall be capable of precise determination at the time of Landlord's election to recover such amounts; and (b) all projected Additional Rent charges, payments, costs and expenses herein agreed to be paid by Tenant up to what otherwise would have been the expiration of the Term which shall not be capable of precise determination as aforesaid (and for such purposes no estimate of any component of Additional Rent to accrue pursuant to the provisions of Section 3 hereof shall be less than the amount which would be due if each such component continued at the highest monthly rate or amount in effect during the twelve (12) months immediately preceding the default).

17.3 **Measure of Damages**. In the event that Landlord has not elected to have Tenant pay the Accelerated Rent Component, Tenant shall, with respect to all periods of time up to and including what otherwise would have been the expiration of the Term, remain liable to Landlord as follows: Tenant shall remain liable to Landlord an amount equal to the Rent and other charges payable under this Lease by Tenant as if this Lease were still in effect, less the net proceeds of any reletting actually collected, after deducting all costs incident thereto (including, without limitation, all repossession costs, brokerage and management commissions, operating and legal expenses and fees, commercially reasonable alteration costs

and expenses of preparation for reletting), and to the extent such damages shall not have been recovered by Landlord by virtue of payment by Tenant of the Accelerated Rent Component (but without prejudice to the right of Landlord to demand and receive the Accelerated Rent Component), such damages shall be payable to Landlord monthly upon presentation to Tenant of a bill for the amount due.

17.4 **No Responsibility to Relet**. Landlord shall in no event be responsible or liable for any failure to relet the Premises, or any part thereof, or for any failure to collect any Rent due upon a reletting and nothing in this Lease shall be construed to the contrary. Notwithstanding anything in this Lease to the contrary, and without limiting the foregoing, except to the extent required by any non-waivable provision of applicable law, Landlord shall have no obligation to mitigate its damages under this Lease.

17.5 **Additional Damages**. Nothing contained in this Lease shall limit or prejudice the right of Landlord to prove and obtain as damages incident to a termination of this Lease, in any bankruptcy, reorganization or other court proceedings, the maximum amount allowed by any statute or rule of law in effect when such damages are to be proved.

17.6 **No Waiver**. No waiver by Landlord of any breach by Tenant of any of Tenant's obligations, agreements or covenants herein shall be a waiver of any subsequent breach or of any obligation, agreement or covenant, nor shall any forbearance, delay or failure by Landlord to seek a remedy for any breach by Tenant be a waiver by Landlord of any rights, powers or remedies with respect to any subsequent breach.

17.7 **Right of Landlord to Cure Tenant's Default**. If Tenant defaults in the making of any payment or in the doing of any act herein required to be made or done by Tenant beyond any applicable notice and cure period, then Landlord may, but shall not be required to, make such payment or do such act, and charge the amount of the expense thereof, plus interest at the Interest Rate, if made or done by Landlord. Such payment shall constitute Additional Rent hereunder due and payable with the next monthly installment of Rent; but the making of such payment or the making of such action by Landlord shall not operate to cure such default or to estop Landlord from the pursuit of any remedy to which Landlord would otherwise be entitled.

17.8 **Remedies Cumulative**. No right, power or remedy herein conferred upon or reserved to Landlord is intended to be exclusive of any other right, power or remedy herein or by law provided, but each shall be cumulative and in addition to every other right, power or remedy given herein or now or hereafter existing at law, in equity, or by statute. No single, partial or full exercise of any right hereunder by Landlord shall preclude other or further exercise thereof.

18. **Surrender; Holding Over**. Upon the expiration or earlier termination of this Lease, Tenant shall vacate the Premises and surrender the same broom clean, in the same or better order and condition in which it is on the Commencement Date (and if better, the condition on which it was as of the commencement of the Prior Lease, or, if better the condition in which it is after Tenant's completion of the Initial Alterations), reasonable wear and tear excepted, free of all tenancies, subtenancies, occupants, residents and personal property of any party other than Landlord. If Tenant retains possession of the Premises, or any part thereof, or otherwise does not surrender the Premises to Landlord in the condition and manner required under this Lease, upon termination of this Lease by expiration of the Term or otherwise, Tenant shall, by virtue of the provisions hereof, become a tenant at sufferance on all of the terms and conditions of this Lease, except that Tenant shall pay as Rent for any month or partial month of such holdover as payment towards damages (and not as a penalty) for such wrongful retention, an amount equal to 200% of the greater of (i) the monthly Fixed Rent and Additional Rent payable for the month immediately preceding the month of such holdover, and (ii) the fair market rental value of the Premises for such month(s) of holdover. The foregoing 200% multiple shall increase to 300% after the first 60 of such holdover. In addition, if Tenant remains in the Premises (or otherwise does not so surrender the Premises) for more than thirty (30) days after written demand from Landlord to vacate after termination of this Lease by expiration of the Term or otherwise, Tenant shall also pay Landlord (in addition to the amount of Fixed Rent and Additional Rent set forth in the immediately preceding sentence) all other damages, costs and expenses sustained by Landlord by reason of Tenant's wrongful retention, including without limitation, any direct, indirect and consequential damages, including, without limitation, any losses incurred due to Landlord's delay in preparing or delivering the Premises to a new tenant. No acceptance by Landlord of any such foregoing monies under this Section shall be deemed a consent to any holdover of Tenant beyond the expiration or initial termination

of this Lease, and, in addition to payment of such foregoing amounts, Landlord shall be entitled to all rights and remedies available under this Lease and/or at law and/or in equity with respect to such holdover by Tenant.

19. **Relocation**. Landlord, by at least ninety (90) days prior written notice, shall have the option, to require Tenant to move during Term from the Premises to another location of comparable size in the Building or other building owned by Landlord or its affiliate in the nearby vicinity; provided, however, that in connection with such relocation: (i) Landlord, at its sole cost and expense, shall arrange for such relocation to be conducted in a manner so as to, where commercially reasonably practicable, not unreasonably interfere with the operation of Tenant's business; (ii) Landlord, at its sole cost and expense, shall pay the reasonable out-of-pocket expense of moving Tenant's furniture and equipment to the substitute premises; (iii) Landlord, at its sole cost and expense, shall pay the reasonable out-of-pocket expense of fitting up the substitute premises to approximately the same type and quality of finish as the Premises, ordinary wear and tear excepted; and (iv) at the request of Landlord, Landlord and Tenant will execute a modification of or supplement to this Lease in respect of and identifying such substitute premises, such lease thereof to be otherwise on terms identical to the terms hereof.

20. **Consents**. Tenant's sole remedy for Landlord's failure to provide consent where required under this Lease shall be injunctive relief.

21. **Reservation**. Landlord hereby reserves to itself and its successors and assigns the following rights (each of which are hereby consented to by Tenant): (i) to change the street address and/or name of the Building and/or the arrangement and/or location of entrances, passageways, doors, doorways, corridors, elevators, stairs, toilets, or other public parts of the Building; (ii) to erect, use and maintain wires, pipes and other conduits in and through the Premises in such a manner so as not to materially reduce the usable area of the Premises or otherwise Tenant's use of the Premises, and Landlord shall restore the Premises to substantially its prior condition following the completion of such work (but subject to such installations). In addition to and without limiting the foregoing, Landlord hereby reserves the right to alter the layout of the Building and to erect additional stories on the Building and to erect and permit the erection of structures adjacent to the Building and to perform and construct all other improvements, renovations, constructions and improvements in, on, to or adjacent to the Building and the Property and adjacent properties as Landlord shall desire and the occurrence of the foregoing shall in no way affect this Lease or Tenant's obligations hereunder or impose any liability of any kind upon the Landlord or be deemed to be a constructive eviction or otherwise. In exercising its rights under this Section, (i) Landlord shall use commercially reasonable efforts to minimize interference with Tenant's operations of the Premises, and (ii) Landlord shall not materially diminish the square footage of the Premises, and (iii) Landlord, at Landlord's sole cost and expenses, shall perform all work reasonably necessary for Tenant to continue to operate for business in substantially the same manner as Tenant was operating immediately prior to such action taken by Landlord. Landlord may exercise any of all of the foregoing rights without being deemed to be having committed an eviction, actual or constructive, or a disturbance or interruption of the business of Tenant or Tenant's use or occupancy of the Premises.

22. **Independent Covenants**. The covenants and obligations of Landlord and Tenant hereunder are separate and independent from one another. Tenant's obligations to pay Rent and other amounts payable hereunder, and to perform its obligations hereunder, shall be fully enforceable and shall not be impaired or excused, notwithstanding any breach by Landlord hereunder. No Rent or other amounts payable hereunder shall be subject to reduction, delay, offset, withholding or other defense to Landlord.

23. **Environmental Matters**. Tenant shall not engage in operations at the Premises which involve the generation, manufacture, refining, transportation, treatment, storage, handling or disposal of any "hazardous substance" or "hazardous waste" as such terms are defined under the applicable State or Federal or local law, or of "hazardous substances" as defined in section 101 (14) of the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. 9601 (14), as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA") and/or any other applicable law governing the environmental or hazardous substances or similar matters. Without limiting the foregoing, Tenant shall, at its sole cost and expense, provide for the proper and lawful disposal and removal from the Premises of all hazardous substances (including without limitation, mold) existing at the Premises and caused or introduced by Tenant or any of its principals, employees, agents, or contractors or subcontractors or licensee or invitees. Tenant shall indemnify, defend and hold Landlord and its principals, officers, agents, lenders, mortgagees and employees harmless from any losses,

damages, costs and expenses resulting from a violation of this Section and/or the introduction or permitting or creating, causing or exacerbating by Tenant or any of its principals, employees, agents, or contractors or subcontractors or licensee or invitees on near or under the Land, Building, or Premises of such hazardous waste or substances or condition; which obligations of Tenant shall include, without limitation of the foregoing, that Tenant, at its sole cost and expense, shall be responsible to promptly remediate and cure any such foregoing condition in accordance with all applicable law. This Section 23 shall survive the expiration or termination of this Lease.

24. **Miscellaneous.**

24.1 **Intentionally Deleted**.

24.2 **No Representations by Landlord**. Tenant acknowledges that neither Landlord nor any broker, agent or employee of Landlord has made any representations or promises with respect to the Premises or the Building except as herein expressly set forth, and no rights, privileges, easements, or licenses are acquired by Tenant except as herein expressly set forth. Except as expressly set forth otherwise herein, Tenant, by taking possession of the Premises, shall accept the same "as is", "where is" and with all faults, and such taking of possession shall be conclusive evidence that the Premises and the Building are in good satisfactory condition at the time of such taking of possession.

24.3 **No Partnership**. Nothing contained in this Lease shall be deemed or construed to create a partnership or joint venture of or between Landlord and Tenant, or to create any other relationship between the parties hereto other than that of Landlord and Tenant.

24.4 **Brokers**. Each party hereby represents and warrants to the other that such representing party has not employed or dealt with any broker, agent or finder in locating the Building or the Premises, or in carrying on the negotiations relating to this Lease. Each party shall indemnify, defend and hold the other harmless, from and against any claim or claims for brokerage or other commission arising from or out of any breach of the foregoing representation and warranty by such indemnifying party, or from any conduct or alleged conduct by such indemnifying party by which a commission or other fee is claimed. This provision is not intended for, nor shall be construed as having been made for, the benefit of any broker or any other third party. The provisions of this Section shall survive expiration or earlier termination of this Lease.

24.5 **Intentionally Deleted**.

24.6 **Estoppel Certificate**. Tenant agrees, at any time, and from time to time, during the Term, within fifteen (15) business days after request from Landlord, to execute, acknowledge and deliver to Landlord a statement in writing which shall contain the following provisions: (i) a statement that this Lease is unmodified and in full force and effect (or if there have been modifications, that this Lease is in full force and effect as modified and stating the modifications), (ii) a statement of the dates to which the Rent and any other charges hereunder have been paid by Tenant, (iii) a statement of whether or not, to the knowledge of Tenant, Landlord is in default in the performance of any covenant, agreement or condition contained in this Lease, and if so, specifying each such default of which Tenant may have knowledge, (iv) a statement of the address to which notices to Tenant should be sent, (v) a statement that Tenant has accepted the Premises and improvements therein, (vi) a statement of the Commencement Date and Expiration Date of the Term and the amount of any renewal options remaining, if any, and (vii) such other statement or statements as Landlord, any prospective purchaser of the Building, any mortgagee or prospective mortgagee of the Building or of Landlord's interest therein and/or any prospective assignee of any such mortgagee, may reasonably request. Tenant's failure to deliver such statement within an additional five (5) business days written demand from Landlord given after the expiration of the foregoing fifteen (15) business day period shall be deemed to be an Event of Default of Tenant under this Lease. Any such statement delivered pursuant hereto, may be relied upon by any owner of the Building (including Landlord), prospective purchaser of the Building, any mortgagee or prospective mortgagee of the Building or of Landlord's interest therein and/or any prospective assignee of any such mortgagee and/or any other interested party. Tenant will agree to make such reasonable changes or modifications to this Lease as may be required by any mortgagee, now or hereafter, of the Building and/or the Land, provided that such changes or modifications shall not materially adversely affect Tenant's business operations or Tenant's

Permitted Use, or increase the amount of Rent required under Section 3 hereof, shorten the Term or change or materially decrease the square footage of the Premises or otherwise materially increase Tenant's obligations under this Lease.

24.7 **Intentionally Deleted.**

24.8 **Notices**. Any bills, statements, notices, demands, requests, consents, approvals, or other communications hereunder shall be effective only if rendered or given in writing and delivered by hand or sent by certified or registered mail, return receipt requested, first-class postage prepaid, or by national overnight courier, in each case addressed as follows:

A. If to Landlord:

Hoffman Flagler LLC
c/o Bushburg Properties, Inc.
3611 14th Avenue, Suite 215
Brooklyn, New York 11218

or to such other address(es) as Landlord may designate by written notice to Tenant.

B. If to Tenant:

Florida Power & Light Company
700 Universe Blvd.
Juno Beach, Florida 33408
Attn: Corporate Real Estate Department

With copy to:

Florida Power & Light Company
700 Universe Blvd.
Juno Beach, Florida 33408
Attn: General Counsel

or to such other address as Tenant may designate by written notice to Landlord.

Any such bill, statement, notice, demand, request, consent, approval or other communications shall be deemed to have been rendered or given (i) when delivered (or when delivery is first refused), when delivered by hand, (ii) three (3) business days after when deposited with USPS, when mailed as set forth above, and (iii) one (1) business day after when deposited with national overnight courier for next business day delivery. Notices given by a party's attorney shall be deemed given by such party.

24.9 **Force Majeure**. In the event that either party shall be delayed, hindered in or prevented from the performance of any act required to be performed hereunder by reason of Force Majeure (as hereinafter defined), then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. The term "Force Majeure" means any Act of God, strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive legal requirements, riots and insurrection, acts of the public enemy, wars, earthquakes, hurricanes and other natural disasters, fires, explosions, pandemics, or any other circumstance beyond the reasonable control of the affected party claiming Force Majeure. In the event of any delay or nonperformance caused by a Force Majeure circumstance, the party affected shall promptly notify the other in writing. Notwithstanding the foregoing or anything in this Lease to the contrary, in no event shall Tenant be excused under this Section from its obligation to make timely payments of Fixed Rent and Additional Rent under this Lease or to otherwise timely comply with its monetary obligations under this Lease, and, further, in no event shall inadequacy of funds

be deemed to be a Force Majeure event claimable by Tenant hereunder or otherwise be a reason for Tenant to be excused from its obligations under this Lease.

24.10 **Invalidity of Particular Provisions**. If any provisions of this Lease or the application thereof to any person or circumstances shall to any extent by invalid or unenforceable, the remainder of this Lease, or the application of such provisions to persons, or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

24.11 **Gender and Number**. Feminine, neuter or masculine pronouns shall be substituted for one another and the plural and the singular shall be substituted for each other, in any place or places herein in which the context may require such substitution.

24.12 **Benefit and Burden**. The provisions of this Lease shall be binding upon, and shall inure to the benefit of (i) Landlord and Tenant, (ii) each of their successors and permitted assigns, and (iii) such other persons or entities as and to the extent expressly set forth in this Lease.

24.13 **Landlord Liability.**

(a) **Transfer of Landlord's Interest.** Landlord has the right to sell, assign, convey or otherwise transfer the Premises and/or the Building and/or Landlord's interest in either or both and/or this Lease, and in the event of such transfer, the transferor shall be automatically relieved of any and all obligations on the part of Landlord accruing from and after the date of such transfer.

(b) **Limitation of Landlord's Liability.** Notwithstanding anything to the contrary provided in this Lease, there shall be absolutely no personal liability on the part of Landlord or any officer, director, shareholder, partner, member, employee or agent of Landlord, whether disclosed or undisclosed (or of any successor corporate landlord or any partner of any limited or general partnership which may become Landlord or any individual or other entity), with respect to any of the terms, covenants and conditions of this Lease, and Tenant shall look solely to the interest, income or equity, if any, of Landlord in the Building for the satisfaction of each and every remedy of Tenant in the event of a breach or default by Landlord of any of the terms, covenants and conditions of this Lease, such exculpation of personal liability to be absolute and without any exception whatsoever. No other property or assets of Landlord, any successor to Landlord, or any officer, director, shareholder, partner, member, employee or agent of Landlord or any successor to Landlord, shall be subject to judgment, levy, execution or other enforcement procedure for the satisfaction of Tenant's remedies under or with respect to this Lease or the use or occupancy of the Premises.

24.14 **Intentionally Omitted**.

24.15 **Demolition**. In the event that at any time Landlord (or its successor or contract vendee) plans or intends or otherwise desires to demolish or otherwise redevelop and/or repurpose the Building, then Landlord shall have the right to terminate this Lease upon at least one hundred eighty (180) days prior written notice to Tenant, in which event this Lease and the Term hereunder shall come to end and expire as of the date set forth in such notice and on or prior to such date Tenant shall vacate and surrender the Premises to Landlord in the condition and manner required under, and otherwise in accordance with, the provisions of this Lease.

24.16 **Subordination**. This Lease is and shall be subject and subordinate at all times to the lien of all mortgages and other encumbrances which now or hereafter encumber or otherwise affect the Property and/or the Building, to the rights of the owners of the Building and/or Property if not Landlord, and to Landlord's leasehold interest therein (if Landlord is a ground lessee of the Property and/or Building), and to all and any renewals, extensions, modifications, recastings, or refinancing thereof (provided that such superior lessor and/or mortgagee shall have the right to elect to subordinate their estate and interests to this Lease). Tenant shall, within fifteen (15) business days after request by Landlord, promptly execute, acknowledge and deliver to Landlord any reasonable written statement or agreement confirming such subordination reasonably required by Landlord or any of its lenders or ground lessors. Tenant's failure to deliver such certificate or other

document within an additional five (5) business days written demand from Landlord given after the expiration of the foregoing fifteen (15) business day period shall be deemed to be an Event of Default of Tenant under this Lease. Tenant agrees that in the event that any proceedings are brought for the foreclosure of any such mortgage, Tenant shall attorn to the purchaser at such foreclosure sale, if requested to do so by such purchaser, and shall recognize such purchaser as the landlord under this Lease.

24.17 **Attornment**. If any successor in interest, including but not limited to, a lessor of a superior lease or the holder, now or hereafter, of a superior mortgage shall succeed to Landlord's estate in the Building and/or Property or the rights of Landlord under this Lease, whether through purchase, operation of law, possession or foreclosure action or delivery of a new lease or deed or otherwise, then at the election of such party so succeeding to Landlord's rights (herein sometimes called "successor landlord"), Tenant shall attorn to and recognize such successor landlord as Tenant's landlord under this Lease, and shall promptly execute, acknowledge and deliver any instrument that such successor landlord may reasonably request to evidence such attornment, provided only that such successor landlord agrees not to disturb Tenant's possession under this Lease so long as Tenant is not in default hereunder beyond the expiration of any notice and cure period.

24.18 **Entire Agreement**. This Lease, together with all exhibits and schedules attached hereto, contains and embodies the entire agreement between the parties hereto, and supersedes all prior agreements between the parties and no representation (prior or contemporaneous), inducements or agreements between the parties, oral or otherwise, not contained in this Lease or the exhibits or schedules attached hereto, shall be of any force or effect.

24.19 **Authority.** Tenant and the individual(s) signing this Lease on behalf of Tenant, hereby jointly and severally represent and warrant to Landlord that the Tenant has the full authority to enter into this Lease and to perform its obligations hereunder and that the individual(s) signing this Lease of behalf of Tenant has the authority to do so and to bind Tenant. Landlord represents and warrants to Tenant that the Landlord has the full authority to enter into this Lease and to perform its obligations hereunder and that the individual(s) signing this Lease of behalf of Landlord has the authority to do so and to bind Landlord.

24.20 **Intentionally Omitted**.

24.21 **Lease May Not Be Recorded.** Tenant may not record this Lease or any assignment or memorandum thereof. Any such recording by Tenant shall be deemed an incurable Event of Default hereunder and Tenant shall cause the removal of such recording, and, in addition to any other remedies which Landlord may have hereunder, all security monies deposited with the Landlord, if any, shall thereupon automatically be deemed forfeited to the Landlord.

24.22 **Patriot Act.** Tenant represents and warrants that (a) Tenant is not listed on the list maintained by the United States Department of the Treasury, Office of Foreign Assets Control (commonly known as the OFAC List) or otherwise qualifies as a person with whom business by a United States citizen or resident is prohibited and (b) Tenant is not in violation of any anti-money laundering or anti-terrorism statute, including, without limitation, the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, U.S. Public Law 107-56 (commonly known as the USA PATRIOT Act), and the related regulations issued thereunder, including temporary regulations, all as amended from time to time.

24.23 **Counterparts; Electronic Delivery**. This Lease may be executed in one or more counterparts, each of which when taken together shall constitute but one and the same instrument. This Lease may be executed and delivered by facsimile transmission or as a PDF attachment to an email or other electronic method, and such copies and all further copies thereof shall be deemed to be originals for all purposes.

24.24 **Condominium Conversion**. Landlord hereby reserves the right to convert the Building to a condominium form of ownership and that this Lease and all rights of Tenant thereunder shall be subject and subordinate in all respects to the provisions of the documents and instruments governing such condominium regime, including without limitation, the Declaration of Condominium and By-Laws (collectively, the "**Condominium Documents**") and Tenant shall enter into such reasonable modifications to this Lease or other documents or instruments necessary or appurtenant to such

condominium regime and shall otherwise cooperate in effecting such conversion; provided, however, that the Condominium Documents and such modifications, other instruments do not materially increase Tenant's obligations or materially decrease Tenant's rights pursuant to this Lease, nor interrupt Tenant's continued permitted use and occupancy of the Building pursuant to the terms of the Lease nor materially reduce any of the rights of Tenant as provided in the Lease, nor materially reduce any of the obligations of Landlord as provided in the Lease except to the extent that the board of managers of the condominium will undertake to perform the same.

24.25 **Disclosures.** Pursuant to Section 404.056 of the Florida Statutes or otherwise, Landlord does hereby notify Tenant of the following: 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 your county health department. Landlord does hereby notify Tenant that there may be lead-based paint in the Building which may pose a risk to health under certain circumstances. Further, given the climate and humid conditions in south Florida, molds and Fungus may exist and/or develop within the demised premises. Tenant is hereby advised that certain molds may be, or if allowed to remain for a sufficient period may become, toxic and potentially pose a health risk. Tenant is solely responsible for the removal of any mold and fungi growth in the Premises.

25. **WAIVER OF JURY TRIAL; VENUE. LANDLORD AND TENANT HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON OR IN RESPECT OF ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT HEREUNDER, TENANT'S USE OR OCCUPANCY OF THE PREMISES, AND/OR ANY CLAIM OF INJURY OR DAMAGE. TENANT HEREBY IRREVOCABLY SUBMITS TO THE JURISDICTION OF THE FEDERAL AND STATE AND COUNTY COURTS LOCATED IN THE COUNTY IN WHICH THE PREMISES ARE LOCATED, AND WAIVES ANY CLAIM TO IMPROPER VENUE IN ANY OF SUCH COURTS.**

26. **Intentionally Omitted**.

[signature page follows]

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

LANDLORD:

HOFFMAN FLAGLER LLC

By: _____
Name:
Title: Authorized Signatory

TENANT:

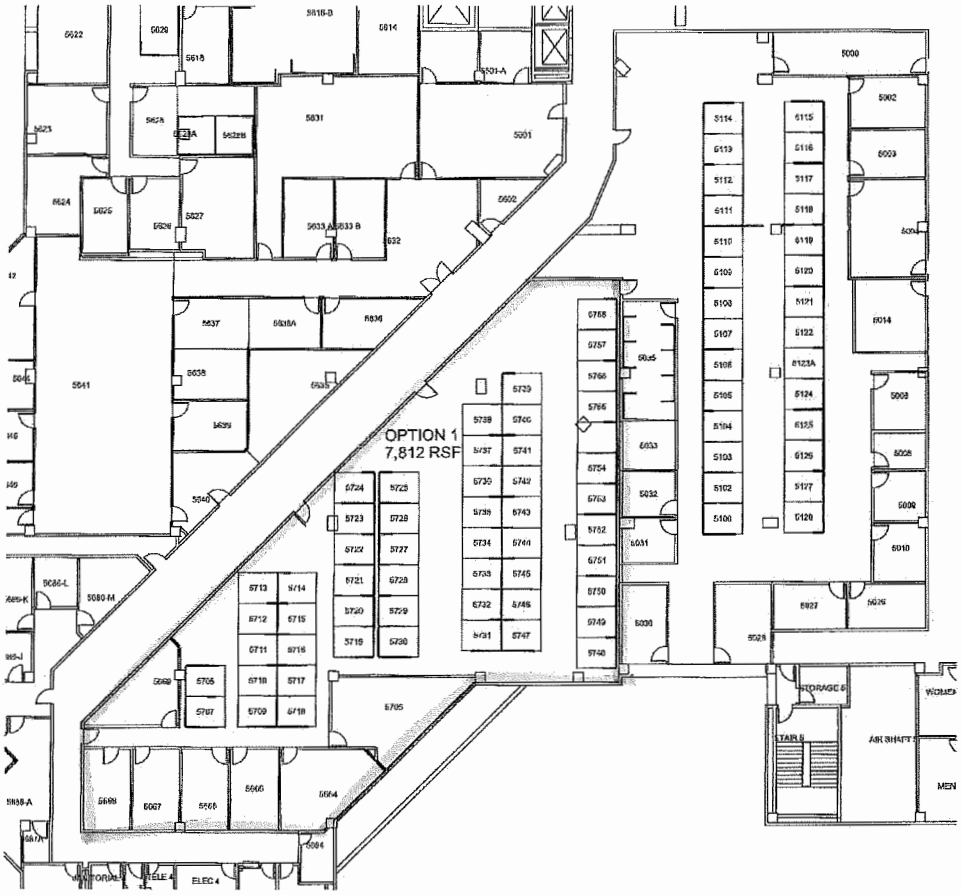
FLORIDA POWER & LIGHT COMPANY

By: _____
Name: James Hollered
Title: Vice President

Exhibit A

Premises

(the bordered area labeled 'Option 1')



FIRST AMENDMENT TO LEASE

This **FIRST AMENDMENT TO LEASE** (this "**Amendment**") is entered into as of September 14, 2023, by and between **HOFFMAN FLAGLER LLC**, a Florida limited liability company ("**Landlord**") and **FLORIDA POWER & LIGHT COMPANY**, a Florida corporation ("**Tenant**").

RECITALS

WHEREAS, Landlord and Tenant entered into that certain Lease dated as of August 1, 2022 (the "**Original Lease**"), for certain premises on the 5th floor, known as Suite 502, in the building located at 9250 W Flagler Street, Miami, Florida (such leased premises, as more particularly set forth in the Lease, the "**Premises**"); and

WHEREAS, Landlord and Tenant desire to amend the Original Lease on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. **Defined Terms**. Capitalized terms not defined herein shall have the meaning assigned to them in the Original Lease. The reference to "this Lease" (whether capitalized or not, and words of similar import) as used in this Amendment shall be deemed to refer to the Original Lease as amended by this Amendment.

2. **Cancellation of Renewal Options/Early Termination**. The Original Lease is hereby amended by deleting Section 2.1(b) in its entirety. Accordingly, for the avoidance of doubt, and, in any case, notwithstanding anything in the Original Lease or this Amendment to the contrary, Tenant shall have no right or options to renew or extend the initial term of the Lease, but, rather, the term of the Lease shall expire on July 31, 2025 (subject to any earlier termination of the Lease as may be provide for therein and/or herein, including without limitation as set forth in the following sentence). Further, notwithstanding anything in the Original Lease or in this Amendment to the contrary, and without limitation of Landlord's other rights under the Original Lease and/or this Amendment, Landlord shall have the right to terminate the Lease at any time upon at least twelve (12) months' advance written notice to Tenant. Further, notwithstanding anything in the Original Lease or in this Amendment to the contrary, and without limitation of Tenant's other rights under the Original Lease and/or this Amendment, Tenant shall have the right to terminate the Lease at any time upon at least sixty (60) days' advance written notice to Landlord.

3. **No Other Modifications; Conflicts**. Except as modified by this Amendment, the terms and conditions of the Original Lease shall remain unmodified and in full force and effect. If there are any inconsistencies between the terms of the Original Lease and the terms of this Amendment, the terms of this Amendment shall prevail. The provisions of this Amendment shall be binding upon, and shall inure to the benefit of Landlord and Tenant and each of their respective successors and permitted assigns.

4. **Authority of Parties**. Landlord and Tenant and the individual(s) signing this Amendment on behalf of Landlord and Tenant each hereby jointly and severally represent and warrant to the other, respectively, that each Landlord that Tenant has the full authority to enter into this Amendment and to perform its obligations under the Original Lease as amended by this Amendment and that the individual(s) signing this Amendment of behalf of Landlord and Tenant have the authority to do so and to bind Landlord and Tenant, respectively.

5. **Signatures and Counterparts**. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together constitute one and the same instrument. The parties may execute and deliver the counterparts of this Amendment electronically by facsimile or by PDF attachment to an email and such electronic copies shall be deemed originals for all purposes.

[signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Lease as of the date first written above.

LANDLORD:

HOFFMAN FLAGLER LLC,
a Florida limited liability company

By: _____
Name:
Title: Authorized Signatory

TENANT:

FLORIDA POWER & LIGHT COMPANY,
a Florida corporation

By: _____
Name: Jaime Holland
Title: Vice President

* * *

LEASE

BETWEEN

HOFFMAN FLAGLER LLC
as Landlord

AND

FLORIDA POWER & LIGHT COMPANY
as Tenant

* * *

LEASE

THIS LEASE (this "**Lease**") is made as of February ___, 2023 by and between **HOFFMAN FLAGLER LLC**, a Florida limited liability company ("**Landlord**"), and **FLORIDA POWER & LIGHT COMPANY**, a Florida corporation ("**Tenant**").

RECITALS

A. Landlord is the owner of the land having an address at 9250 W Flagler Street, Miami, Florida (the "**Land**") and the building located thereon (the "**Building**"). The Land and the Building are referred to collectively as the "**Property**".

B. Tenant desires to lease space within the Building, and Landlord is willing to lease such space to Tenant, upon and subject to the terms, conditions, covenants and agreements set forth herein.

TERMS OF AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises herein contained and incorporating the foregoing Recitals in their entirety, the parties hereto, intending to be legally bound hereby, covenant and agree as set forth below:

1. **Premises; Permitted Use.**

(a) Premises. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises (as hereinafter defined) for the Permitted Use (as hereinafter defined) for the Term (as hereinafter defined) and upon and subject to the terms and conditions, covenants and agreements hereinafter set forth in this Lease. The term "**Premises**" means a portion of the fourth (4th) floor of the Building, as approximately shown on Exhibit A and containing an approximate, but stipulated, 42,415 rentable square feet.

(b) Permitted Use. The term "**Permitted Use**" means the use of the Premises for administrative and executive offices for Tenant's business, subject to and in accordance with applicable law and the terms and conditions of this Lease, and for no other purpose whatsoever.

2. **Term.** The term of this Lease (as may be sooner terminated in accordance with the provisions of this Lease, the "**Term**") shall be for a period equal to six (6) months, commencing on May 1, 2023 (the "**Commencement Date**") and ending on October 31, 2023 (the "**Expiration Date**"), unless sooner terminated in accordance with this Lease.

2.1 **Condition of Premises.** The Premises are being leased to Tenant, and Tenant shall accept the Premises, in its "as-is" condition as of the date hereof, subject to any and all faults and without representation or warranty by Landlord whatsoever, express or implied, as to the condition, legality, or suitably thereof or otherwise, and Landlord shall have no obligation to perform any work whatsoever in or to the Premises or Building to ready the Premises for Tenant's occupancy thereof or otherwise. Tenant hereby represents and warrants that it is currently occupying the Premises and that Tenant has otherwise inspected the Premises and the Building on or prior to the date hereof and is fully satisfied with the condition thereof as of the date hereof and shall take possession of the Premises in "as is" condition as of the date hereof. Tenant shall be solely responsible, at its sole cost and expense, to perform any and all alterations and installations which may be necessary or desirable to ready the Premises for Tenant's occupancy thereof (collectively, the "**Initial Alterations**"). The Initial Alterations and the performance thereof shall be subject in all respects to the provisions of Article 7 of this Lease and all other provisions of this Lease.

3. **Rent.** Tenant shall pay as rent for the Premises during the Term the following amounts in the following manner:

3.1 **Fixed Rent.** Commencing as of the Commencement Date, Tenant shall pay Landlord fixed rent for the Term in equal monthly installments of $85,607.61 per month ("**Fixed Rent**"), with the first payment due on or before May 1, 2023, and subsequent payments thereafter due on or before the first of day of each and every calendar month during the

Term. Rent shall be made payable directly to Landlord at its address set forth in Section 24.8 below, or to such other party or at such other payee and or address as Landlord may designate from time to time by written notice to Tenant. In addition, at the election of Landlord from time to time, Tenant shall pay Rent (as defined below) by federal wire transfer or ACH to such account(s) as Landlord may designate. In the event Tenant's check is returned for insufficient funds or otherwise dishonored for any reason, Tenant shall pay to Landlord, an administrative fee of $100.00, which shall be deemed Additional Rent (as defined below), and, at Landlord's written request, shall, following such occurrence, be required to make all further payments of Rent by certified or bank check or federal wire. If the Commencement Date and/or Expiration Date is a date other than the first or last day of the month, respectively, the installment of Fixed Rent and Additional Rent for such partial month shall be adjusted proportionately.

3.2 **Operating Expense Payment**. On the first day of each month during the Term, in addition to the monthly Fixed Rent, Tenant shall pay to Landlord as Additional Rent the sum of $30,680.19 per month ("Operating Expense Payment"), which payment is a stipulated amount for Tenant's share of operating expenses, and, accordingly, for the avoidance of doubt, no reconciliation shall be required with respect thereto.

3.3 **Additional Rent; Tax**. "**Additional Rent**" shall consist of all sums not included in Fixed Rent which Tenant is obligated to pay to Landlord from time to time pursuant to the terms of this Lease. Fixed Rent and Additional Rent are referred to collectively as "**Rent**". In addition to the Fixed Rent and other Additional Rent payable hereunder, Tenant shall also pay Landlord, together with the applicable installment of Rent, any use or sales or surtax or any other tax or assessment on any portion of such rental or other payment under this Lease, and/or the use, privilege and/or occupancy of the Premises imposed by the State of Florida and/or any federal and/or local government, including but not limited to Florida Statutes Section 212.031 and any amendments or replacements thereof. If Landlord has paid any of the foregoing (without any obligation of Landlord to do so), Tenant shall reimburse Landlord therefor within fifteen (15) business days after being invoiced therefor.

3.4 **Demand, Time; Late Charge and Interest**. All Rent shall be paid to Landlord in United States dollars, in immediately available funds, without prior notice or demand and without deduction, set-off or counterclaim, in advance on the first day of every month during the Term (or at such times as are otherwise set forth in this Lease). If Landlord shall at any time or times accept Rent after it shall become due and payable, such acceptance shall not excuse a delay upon subsequent occasion, or constitute, or be constructed as or deemed to be, a waiver of any or all of Landlord's rights hereunder. In order to partially compensate Landlord for the extra expense in the handling of delinquent payments, Tenant agrees that if Tenant fails to pay any installment of Fixed Rent and/or Additional Rent and/or any other charge due and owing Landlord under this Lease in the manner prescribed by this Lease for a period in excess of ten (10) business days from the date such installment first becomes due and payable, then, in addition to and without waiving or releasing any other rights and remedies of Landlord, Tenant shall pay to Landlord a late charge equal to ten percent (10%) of the amount of such overdue payment. In addition, if Tenant fails to pay any installment of Fixed Rent and/or Additional Rent and/or any other charge due and owing Landlord under this Lease in the manner prescribed by this Lease for a period in excess of ten (10) business days from the date such installment first becomes due and payable, then Tenant shall pay Landlord interest on such installment, which shall accrue at the rate (the "**Interest Rate**") equal to the lesser of (i) eighteen percent (18%) per annum, and (ii) the maximum rate permitted by applicable law. Such late charge and interest shall constitute Additional Rent and shall be due upon demand.

4. **Use of Premises.**

4.1 **Use of Premises**. Tenant shall use and occupy the Premises solely for the Permitted Use and for no other purpose whatsoever. Without limiting the foregoing, and as a material covenant of Tenant under this Lease, Tenant shall not use or occupy or permit the use or occupancy of the Premises or any part thereof for any unlawful purpose, and will comply with all applicable present and future laws, ordinances, regulations and orders of the federal, state and local governments and/or any other public or quasi-public authority having jurisdiction over the Premises (collectively, "laws"). Without limiting the foregoing, as a material covenant of Tenant under this Lease, Tenant shall not use or occupy or permit the use or occupancy of the Premises or any part thereof, and shall cause its employees, invitees, licensees, guests, patrons

and occupants to not use the Premises or any portion thereof: (i) in violation of any laws, insurance requirements (including without limitation those described in Section 4.3 below) or the certificate of occupancy or other licenses or certificates now or hereafter covering the Premises; (ii) in a manner which creates or permits a nuisance or trespass; (iii) in a manner which produces, reproduces, or transmits sounds audible outside the Premises; (iv) in a manner which obstructs or encumbers the sidewalks or other common areas; (v) in a hazardous or wasteful manner; (vi) in a manner which exceeds the floor load which such floor was designed, or is permitted by laws, to carry; (vii) to display or operate vending machines or coin or token operated amusement devices except for employees' use only; (viii) to conduct any auction, fire, bankruptcy, going out of business or similar sale (whether real or fictitious); (ix) in any manner which causes or permits any unreasonable noise, odors, fumes, dust or vapors to emanate or to be dispelled from the Premises; (x) for any type of business commonly called a "cut price" or "cut rate" store, "discount house or store," shooting gallery, flea circus or temporary toy or gift outlet; (xi) for the sale of lottery, raffle or other "chance" ticket; (xii) for any form of assignation or lewdness, or any form of establishment employing partially or totally nude entertainers, employees, waiters or waitresses, or any usage as an adult entertainment facility, massage parlor, bathhouse, or facility which caters to the prurient sale of books, magazines, other periodicals, or sex-centered objects; (i) movie theater, meeting hall or banquet hall; (ii) church, bingo hall or a place of public assembly; (iii) library; (iv) sale or service of automobiles or other vehicles or auto parts or supplies; (v) auto body shop; (vi) night club or bar; (vii) restaurant; (viii) liquor store or beverage store; (ix) funeral parlor; (x) massage parlor; (xi) animal clinic or animal boarding (kennel); (xii) discotheque, dance hall or otherwise for musical/dance reviews or topless/nude shows; (xiii) karate studio, bowling alley or skating rink; (xiv) car wash; (xv) off-track betting establishment, gambling, video gaming, etc.; (xvi) pool room, game room or amusement arcade (defined as any establishment containing more than a combination of three electronic, pinball or other games); (xvii) so-called "flea market" or second hand, used goods or consignment store; (xviii) store selling primarily distressed or damaged merchandise; (xix) health club or spa; (xx) so-called "head shop" or night club; (xxi) gun range; (xxii) warehousing; (xxiii) any business or use that emits offensive odors, fumes, dust or vapors or is a public or private nuisance or emits loud noise or objectionable sounds or creates fire, explosive or other hazard; (xxiv) omitted; (xxv) abortion clinic, AIDS clinic, drug treatment facility or bodily fluid collection facility; homeless shelter or halfway house; distribution of needles or needle kits; (xxvi) animal kennel; (xxvii) marijuana dispensary; (xxviii) tattoo parlor. or (xiii) in any other manner which, in the reasonable judgment of Landlord, adversely affects the character, operation, reputation or appearance of the Building or otherwise disturbs the other tenants of the Building. Tenant shall not use the Building address or other identifying feature of the Buildings in any advertising or publications without Landlord's prior written approval as to the content thereof.

4.2 **Reserved**.

4.3 **Sprinklers**. If any law, regulation or order, or if the National or state or local Board of Fire Underwriters or any local Board of Fire Underwriters or insurance exchange (or other bodies hereafter exercising similar functions), or if any bureau, department, or official of the federal, state, and/or municipal governments, or if any fire insurance company shall require (i) the installation of fire extinguishers, a "sprinkler system", fire detection and/or prevention equipment (including, but not limited to, smoke detectors and heat sensors) in the Premises, (ii) any installation, changes, modifications, alterations (including installation of additional sprinkler heads or other equipment) for any sprinkler system, fire extinguishing system, and/or fire detection system now or hereafter installed in the Premises, or if any such installations, changes, modifications, alterations, sprinkler heads, or other equipment become necessary to prevent the imposition of a penalty, an additional charge or an increase in the fire insurance rate as fixed by said Board or Exchange, from time to time, then Tenant shall, at its sole cost and expense, promptly make such installations and/or changes, modifications and alterations so required. Notwithstanding the foregoing, Tenant shall not be required under this Section to install any sprinkler system or make any alterations of the sprinkler system unless same is required due to or in connection with (i) Tenant's manner of use of the Premises and/or Tenant's activities in the Premises, and/or (ii) any alterations performed by Tenant in or to the Premises, and/or (iii) any default by Tenant under this Lease.

4.4 **Violations.** Tenant shall be responsible to remove, discharge or satisfy, within thirty (30) days after Tenant's receipt of notice of the placement or imposition thereof, by bond or otherwise, any and all violations, judgments or liens of any nature (collectively, "**Violations**"), which shall be placed by federal, state and/or local governments or governmental entity having jurisdiction over the Building, or any of their respective agencies or judicial bodies, or any other person or entity, against the Premises and/or the Building or the Land, if such violations are caused by Tenant's use of the

Premises, or if same were placed or imposed by reason of the acts or omissions of Tenant, its principals, agents, contractors, suppliers, employees, licensees, tenants, subtenants and/or invitees or were otherwise imposed during or with respect to the period constituting the Term. Failure by the Tenant to timely remove, discharge or satisfy such Violations shall be considered a material breach of this Lease and, in addition to Landlord's other remedies hereunder, Landlord shall have the right, at Tenant's cost and expense, to remove, discharge or satisfy same and bill Tenant for all costs incurred in connection therewith, which bills shall be due and payable upon demand, as Additional Rent hereunder. The terms of this Section 4.4 shall survive the expiration or earlier termination of this Lease.

5. Assignment and Subletting. Tenant shall not assign, sell, pledge, encumber, or otherwise transfer this Lease or its interests under this Lease or sublet or license or otherwise permit the use by others of all or any part of the Premises, without Landlord's prior written consent, which shall not be unreasonably withheld conditioned or delayed as to an assignment or subletting, as set forth below. Any transfer in control or ownership of Tenant, and/or transfer of all or substantially all of Tenant's assets, shall be deemed to be an assignment under this Lease and shall not be permitted except as expressly set forth herein. Any assignment or sublease or other transaction by Tenant in violation of this Lease shall be voidable by Landlord in its sole and absolute discretion.

A. If Tenant shall desire to assign this Lease or sublet all or any part of the Premises, Tenant shall, at least thirty (30) days prior to the effective date of any proposed assignment or the commencement of the term of any proposed sublease, by notice given in accordance with the notice provisions of this Lease ("**Tenant's Notice**"), furnish Landlord with (i) the name and address of the proposed subtenant or assignee; (ii) a description identifying the space to be sublet; (iii) the terms, conditions and consideration of the proposed subletting or assignment; (iv) the nature and character of the business of the proposed subtenant or assignee and its proposed use of the Premises; (v) current financial information with respect to the proposed subtenant or assignee, including, without limitation, a current financial report; and (vi) any other information as Landlord may reasonably request with respect to the proposed subtenant or assignee.

B. Except in the case of a Permitted Transaction (as hereinafter defined), Tenant's Notice shall be deemed an offer from Tenant to Landlord whereby Landlord may, at its option, terminate this Lease (in whole in the case of assignment, or in whole or in part, at Landlord's discretion, in the case of subletting), if the proposed transaction is an assignment, or a sublease of more than twenty-five (25%) percent of the rentable area of the Premises (or would result in the subletting of twenty-five (25%) of the rentable area of the Premises in the aggregate with all then-sublet space in the Premises, if any) for all or substantially all of the remaining Term of this Lease. Such option may be exercised by Landlord by giving written notice thereof to Tenant at any time within thirty (30) days after the date of the giving of Tenant's Notice. If Landlord exercises its option to terminate this Lease, then this Lease (in whole or in part, as the case may be) shall end and expire on the date that such assignment or subletting was to be effective or commence, as the case may be, and the Fixed Rent and additional rent shall be paid and apportioned to such date (and adjusted to reflect reduction in rentable area of the Premises in the case of a termination in part).

C. Upon Tenant's compliance with the provisions of Subsection A above, if Landlord shall not have exercised its termination option as set forth in Subsection B above, Landlord's consent shall not be unreasonably withheld, conditioned, or delayed to the proposed assignment or subletting, provided and upon condition that:

(i) the assignee or sublessee shall have a financial condition and experience sufficient to operate the Permitted Use, and which is otherwise reasonably acceptable to Landlord;

(ii) the assignee or sublessee shall have a good business reputation;

(iii) the assignee or sublessee proposes to and shall use the Premises only for the Permitted Use and which (a) would not violate or conflict with any restrictions or "exclusives" then affecting the Building, and (b) in Landlord's reasonable opinion would be appropriate for a building such as the Building;

(iv) the proposed assignee or sublessee is not (a) an entity who is then a tenant in the Building or another building within a one (1) mile radius of the Building owned by Landlord or an affiliate of Landlord ("**Competing**

Building"), or an entity with which Landlord or an affiliate of Landlord is then negotiating or within the six (6) months prior has negotiated for space in the Building or in any Competing Building;

(v) Tenant shall not publicly list the Premises to be sublet or assigned with a broker, agent or other entity, or otherwise offer the Premises for subletting, at a rental rate less than the base annual rent which Landlord is then advertising space available for direct lease in the Building;

(vi) Tenant shall not be in default under this Lease beyond applicable notice and cure periods, either at the time Landlord's consent to such assignment or subletting is requested or on the date of commencement of the term of such proposed sublease or on the effective date of the proposed assignment; and

(vii) if a subletting, the subletting is made subject to all of the obligations of Tenant under this Lease and, without limiting the generality of the foregoing, the sublease specifically provides that there shall be no further subletting of the sublet premises or an assignment thereof other than in strict accordance with the terms of this Section 5.

D. Tenant shall furnish Landlord with a copy of an executed counterpart of each sublease within ten (10) days after the date of its execution. No sublease shall be valid and no subtenant shall take possession of the Premises or any part thereof until such executed counterpart has been delivered to Landlord. The form of sublease shall be reasonably acceptable to Landlord and shall provide for a sublease term ending not later than one (1) day prior to the expiration date of the current lease term. Such sublease shall further provide that it is subject and subordinate to this Lease and to the matters to which this Lease is or shall be subordinate, and that in the event of a termination, re-entry or dispossession by Landlord under this Lease, Landlord may, at its option, succeed to all of the right, title and interest of Tenant, as sublessor under such sublease, and such subtenant shall, at Landlord's option, attorn to Landlord pursuant to the then executory provisions of such sublease, provided, however, that Landlord shall not (i) be liable for any previous act or omission of Tenant under such sublease, (ii) be subject to any offset not expressly set forth in such sublease which theretofore accrued to such subtenant against Tenant, (iii) be liable for any work, alterations, allowances or other concessions required to be performed or provided by Tenant as sublessor under such sublease, or (iv) be bound by any previous prepayment of more than one month's fixed rent under such sublease.

E. Tenant shall furnish Landlord with a counterpart of each assignment within ten (10) days of the date of its execution. No assignment shall be binding upon Landlord and no assignee shall take possession of the Premises or any part thereof unless Tenant shall, concurrent with the delivery of an executed counterpart of such assignment, deliver to Landlord an agreement executed by the assignee, in appropriate form for recording, whereby such assignee agrees unconditionally to be bound by and to perform all of the obligations of Tenant under this Lease arising after the date of the assignment and further agrees that notwithstanding such assignment, the provisions of this Section 5 shall continue to be binding upon such assignee with respect to all future assignments and transfers.

F. Tenant shall pay, as Additional Rent, Landlord's reasonable out-of-pocket costs incurred in connection with any subletting or assignment proposed by Tenant, whether or not consented to by Landlord, including, without limitation, reasonable attorneys' fees and the costs of credit checks and reports. Such Additional Rent shall be payable by Tenant within ten (10) business days after Landlord's demand therefor and as a condition of Landlord's written consent to subletting or assignment.

G. In the event of any assignment or subletting under this Lease, Tenant shall pay to Landlord, as Additional Rent:

(a) in the case of an assignment, an amount equal to all sums paid to Tenant by the assignee for or by reason of such assignment, including, without limitation, sums paid for the sale of Tenant's alterations or other Tenant's property, less the then net unamortized or un-depreciated cost thereof determined on the basis of Tenant's federal income tax returns and less Tenant's other reasonable costs actually incurred in connection with the assignment, including reasonable brokerage and attorneys' fees; and

(b) in the case of a sublease, any rents, additional charges or other sums payable under the sublease(s) to Tenant by the subtenant(s) which exceed the Fixed Rent and Additional Rent (at the rate per square foot payable by Tenant under this Lease) accruing under this Lease during the term of the sublease(s) in respect of the entire subleased space including, without limitation, sums paid for the sale or rental of Tenant's alterations or other Tenant's property (including Tenant's trade fixtures), less, in the case of the sale thereof, the then net unamortized or un-depreciated cost thereof determined on the basis of Tenant's federal income tax returns) and less Tenant's other reasonable costs actually incurred in connection with the subletting, including reasonable brokerage and attorneys' fees and costs of outfitting the subleased premises for the subtenant.

The sums payable under this Subsection G shall be paid to Landlord as and when paid to Tenant by the assignee or subtenant, as the case may be.

H. Notwithstanding the foregoing provisions, provided Tenant is not then in default under this Lease beyond any applicable notice or cure period, Tenant may, without Landlord's consent, but upon ten (10) days' prior written notice to Landlord, and otherwise in compliance with the other applicable provisions and criteria of this Section 5, assign this Lease to (each a "**Permitted Transferee**"): (i) any entity resulting from a merger or consolidation of Tenant, (ii) any entity acquiring all of the stock or assets of Tenant, (iii) any entity which, immediately prior to such assignment controls, is controlled by, or under common control with Tenant; provided that in each such forgoing instances: (A) the assignee shall be of a character and reputation consistent with the quality of the Building; (B) the assignee is not entitled, directly or indirectly, to diplomatic or sovereign immunity, and is subject to the service of process in, and the jurisdiction of the governments and courts of the federal United States, and the state and city and municipality in which the Premises are located; and (C) the assignee shall have, as of the moment immediately following such transfer, assignment or subletting, as the case may be, a tangible net worth computed in accordance with generally accepted accounting principles, and general creditworthiness (collectively, "**Financial Condition**") at least equal to the greater of (x) the Financial Condition of Tenant on the date of this Lease, and (y) the Financial Condition of the Tenant as of the moment immediately preceding such assignment or other transfer, as the case may be. Any assignment made to a Permitted Transferee in accordance with the provisions of this Section is referred to as a "**Permitted Transaction**"). "Control" (and words of similar import—capitalized or otherwise), as used in this Section, shall mean with respect the subject person or entity, the ownership, directly or indirectly, of more than fifty-one percent (51%) of the stock or membership interests in, and voting rights with respect to all affairs of, and the right to direct the daily affairs of, such person or entity. As used herein, the term "Tenant" means the only the original tenant named in this Lease (i.e., FLORIDA POWER & LIGHT COMPANY).

I. Notwithstanding any assignment of this Lease or subletting or licensing of all or any portion of the Premises, Tenant shall remain directly and primarily liable for the payment of the Fixed Rent and additional rent due and to become due under this Lease and the terms, provisions, and conditions contained in this Lease on the part of Tenant to be performed. The consent by Landlord to an assignment or subletting shall not in any way be construed to relieve Tenant from its obligation to obtain the consent in writing of Landlord to any further assignment or subletting. If Tenant assigns, transfers, mortgages or encumbers this Lease or any interest therein or sublets all or any portion of the Premises in violation of the provisions of this Section 5, or if the Premises are occupied by anyone other than Tenant, Landlord may collect rent from any such assignee, sublessee or anyone who claims a right to this Lease or who occupies the Premises, and Landlord may apply the net amount collected to the Fixed Rent and additional rent, and no such collection shall be deemed a waiver by Landlord of any of the terms, provisions, and conditions contained in this Section 5 nor an acceptance by Landlord of any such assignee, sublessee, claimant or occupant as Tenant, nor be deemed to release Tenant from the further performance of all of Tenant's obligations under this Lease. If Landlord shall decline to give its consent to any proposed assignment or subletting, Tenant shall indemnify and hold harmless and defend Landlord from and against any claims, demands, liabilities, costs and expenses arising from or relating to any claims that may be made against Landlord by the proposed assignee or sublessee or by any brokers or other persons claiming a commission or similar compensation in connection with the proposed assignment or sublease. The listing of any name other than that of Tenant on the doors of the Premises, the Building directory or elsewhere shall not vest any right or interest in this Lease or in the Premises, nor be deemed to constitute Landlord's consent to any assignment or transfer of this Lease or to any sublease of the Premises or to the use or occupancy thereof by others. Any such listing shall constitute a privilege revocable in Landlord's discretion by notice to Tenant.

6. **Maintenance of the Premises; Utilities**.

6.1 **Obligations of Tenant**. Tenant shall keep and maintain the Premises and appliances, fixtures and equipment therein in a clean, safe and sanitary condition in good quality appearance and in good order, condition and repair, and shall take good care thereof; and shall suffer no waste or injury thereto. Without limiting the foregoing, and notwithstanding anything in this Lease to the contrary, Tenant, at Tenant's sole cost and expense, shall perform all maintenance, repairs and replacements, ordinary and extraordinary, foreseen and unforeseen with respect to the Premises which are not the express obligation of Landlord under Section 6.2 below, which obligations of Tenant shall include, without limitation, the non-structural portions of the Premises, and any and all appurtenances thereto wherever located, including, without limitation, the interior walls, the interior surfaces of the exterior walls, all doors, door frames, door checks, other entrances, windows, window frames, plate glass, all wall coverings, floor coverings, ceilings, Tenant's alterations, all electric, plumbing and sewage facilities located within and serving the Premises (or exclusively serving the Premises (regardless of location)), ventilation, heating and air conditioning and electrical systems located within and serving the Premises (or exclusively serving the Premises (regardless of location)), sprinkler and fire alarm systems located within and servicing the Premises (or exclusively serving the Premises (regardless of location)), and all appliances, furniture, equipment located in the Premises, and shall perform periodic maintenance of such systems as often as is commercially reasonable. A current copy of said service agreement, or a certificate evidencing same, shall be provided to Landlord during the Term upon request. In addition, Tenant shall make all repairs, replacements, renewals and restorations, interior and exterior, ordinary and extraordinary, foreseen and unforeseen, which are required (i) to be made in and to the Premises and/or the Building and/or the Property as a result of the negligent or otherwise tortious act or omission of Tenant, its principals, agents, employees, subtenants, licensees, invitees, residents or contractors, and/or as a result of Tenant's failure to comply with its obligations under this Lease, including without limitation the service and maintenance required hereunder, or (ii) to be made to anything which was installed or altered by Tenant. All repairs and replacements made by Tenant shall be of good quality. Landlord shall have the right (but not the obligation) to perform any of the repairs or replacements required to be performed by Tenant hereunder which are structural or affect the building systems, in which event, the expense thereof, plus an administrative charge equal to ten percent (10%) thereof, shall be payable to Landlord by Tenant as Additional Rent upon Tenant's receipt from Landlord of a bill therefor. Notwithstanding the foregoing, subject to the provisions of Section 11.3, Tenant shall not be responsible for any cost or repair with respect to damages or defects to the extent directly caused by (i) the gross negligence or willful misconduct of Landlord, its principals, agents, employees, or contractors, and/or (ii) Landlord's failure to materially comply with its obligations under this Lease following notice and reasonable opportunity to cure.

6.2 **Obligations of Landlord**. Landlord shall be obligated to repair only the structural elements of the Building, which shall mean the load-bearing walls, the foundation and the roof; provided, however, that Landlord shall not be required to make any such repairs occasioned by the negligent or otherwise tortious act or omission of Tenant, its principals, agents, employees, subtenants, licensees, invitees, residents or contractors or to any thing which was installed or altered by Tenant. Landlord shall not be required to render any services to Tenant or to make any repairs or replacement to the Premises, except as expressly provided in this Section 6.2. Tenant shall promptly report in writing to Landlord any defective condition which Landlord is required to repair, and Landlord's obligation to repair as set forth in this section is conditioned upon (i) receipt by Landlord of such written notice, and (ii) Tenant not then being in default under this Lease. Landlord shall promptly make any and all repairs that Landlord is obligated to make as set forth in this section.

6.3 **Notice of Defective Condition**. Tenant shall give Landlord prompt notice of any known defective condition in any plumbing or heating, ventilation or air conditioning system or any electrical lines located in, servicing or passing through the Premises or any other known material defective condition affecting the Premises, regardless of whether the obligation to make the repair thereof is Landlord's or Tenant's.

6.4 **Utilities and Services**.

6.4.1 Utilities.

(a) **Water and Electric**. The cost of (i) domestic water used in the Premises for ordinary drinking, pantry and lavatory purposes, and (ii) ordinary electric use for ordinary administrative and executive office use, in each case during Building Business Hours (as hereinafter defined) shall each be included in Operating Expenses and subject to Tenant's Operating Expense Payment. If Landlord reasonably believes or expects that Tenant is using or will be use water or electric in the Premises for any other purpose or for extraordinary amounts or at any other times beyond as aforesaid, then, Landlord may bill Tenant for any such additional usage based on Landlord's reasonable estimate thereof; and provided further, that, in such case, Landlord shall also have the right (but not the obligation) at any time during the Term, at Landlord's sole option, to install or have Tenant install, in either case at Tenant's cost, a sub-meter or direct meter to separately measure the consumption of such utility at the Premises, in which event Tenant shall promptly pay to the provider of such utility all costs of consumption measured by such meter or sub-meter (or to Landlord, at its election, in the case of a submeter). Without limitation of the provisions of Section 3.3 above, in addition to any utility charges payable by Tenant hereunder, Tenant shall also pay any sales or other taxes thereon.

(b) **HVAC**. The cost of HVAC used in the Premises during Building Business Hours shall each be included in Operating Expenses and subject to Tenant's Operating Expense Payment. At all other hours and times, Tenant may use overtime HVAC services subject to request by Tenant upon at least twenty-four (24) hours' advance notice (which may be made by email to the then appropriate Landlord contact provided to Tenant upon Tenant's request), at four (4) hour minimum increments and payment of Landlord's then-current rates therefor. "Building Business Hours" means (i) 8:00 AM to 6:00 PM on all days except Saturdays, Sundays and days observed as holidays by the state or federal government or by unions employed in the Building); and (ii) 8:00 AM to 1:00 PM on Saturdays which are not days observed as holidays by the state or federal government or by unions employed in the Building.

(c) **Other.** Except as expressly set forth above, Tenant shall be solely responsible for the setting up of, and shall pay when due all costs, charges, deposits and assessments related to, the furnishing, consumption, maintenance and installations of gas, cold water, hot water, sewer, electricity, fuel, light, heat, air conditioning, power, telephone, internet, data, and any other utilities or services (collectively, "**Utilities**") attributable to or servicing the Premises. Tenant shall not install or utilize any equipment that may or will exceed or overload the capacity of any Utilities furnished or servicing the Premises or Building.

6.4.2 Cleaning. Landlord shall provide building-standard janitorial services for the Premises Monday through Friday (excluding days observed as holidays by the state or federal government or by unions employed in the Building) the cost of which shall be included in Operating Expenses and subject to Tenant's Operating Expense Payment. However, Tenant shall pay to Landlord within ten (10) business days after rendition of a bill therefor, 100% of the costs incurred by Landlord for (x) extra cleaning work in the Premises required because of misuse on the part of Tenant or its subtenants or its or their employees or visitors, (y) removal from the Premises and the Building of any refuse and rubbish of Tenant in excess of that ordinarily accumulated in business office occupancy, including, without limitation, kitchen refuse, or at times other than Landlord's standard cleaning times, and (z) the use of the Premises by Tenant other than during Building Business Hours. Notwithstanding the foregoing, Landlord shall not be required to clean any portions of the Premises used for (i) preparation, serving or consumption of food or beverages, or (ii) training rooms, data processing or reproducing operations or other special purpose areas to the extent same requires greater or more difficult cleaning work than office areas, or (iii) private lavatories or toilets, and Tenant agrees, at Tenant's expense, to retain Landlord's cleaning contractor to perform such cleaning; further, Landlord shall not be required to provide disposal of any medical waste, nor any specialized medical-use cleaning, and Tenant agrees, at Tenant's expense, to separately perform such disposal and cleaning at Tenant's expense.

6.4.3 Intentionally Deleted.

6.4.4 If Tenant fails to perform any of its obligations under this Section 6 or elsewhere in this Lease in the manner required under this Lease beyond any applicable notice and cure period (provided that no notice or cured period shall be required in the case of an emergency), then without waiving such default or limiting Landlord's remedies with

respect thereto, such obligation same may be performed by Landlord (but Landlord shall have no obligation to perform same) and the expense thereof, plus an administrative charge equal to ten percent (10%) thereof, shall be payable to Landlord by Tenant as Additional Rent upon Tenant's receipt from Landlord of a bill therefor.

6.5 **Windows; Scaffolding**. If at any time any windows in the Premises are closed, darkened or bricked-up for any reason whatsoever, Landlord shall not be liable to Tenant for any damages that Tenant may sustain thereby, and Tenant shall not be entitled to any compensation therefor nor abatement or rent, additional rent or other charges, nor shall the same release Tenant from its obligations hereunder or constitute an actual or constructive eviction of the Tenant. Similarly, scaffolding may be erected and remain in front of the Premises for so long as any work to the Building is being performed or may in the future be performed by or on behalf of Landlord, and Tenant shall not have any claim against Landlord or be entitled to any offset, abatement or deduction whatsoever by reason of same. Tenant shall not clean nor require, permit, suffer or allow any window in or of the Premises or Building to be cleaned from the outside in violation of any applicable laws.

6.6 **Obstruction, No Light, Air or View Easement**. Tenant recognizes and agrees that no easement for light, air or view is included in this demise, and any diminution or shutting of light, air or view by any structure presently or hereafter erected on lands adjacent to the Premises (whether or not owned by the Landlord) shall in no way affect this Lease or Tenant's obligations hereunder or impose any liability of any kind upon the Landlord.

7. **Tenant Alterations.**

7.1 **Alterations.**

7.1.1 Tenant shall not make or permit others to make any alterations, additions or improvements, structural or otherwise in or to the Premises or the Building, without prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed provided the same are nonstructural and do not, in the reasonable judgment of Landlord, affect the building systems and are not visible from, nor otherwise affect, the exterior of the Premises. All of Tenant's alterations and additions and installation of furnishings shall be coordinated with any work being performed by Landlord if any in such manner as to maintain harmonious labor relations and not to damage the Building or the Premises or interfere with Building operation.

7.1.2 Tenant shall, prior to commencement of any work (a) deliver to Landlord plans and specifications for such work prepared by an architect duly licensed in the State of Florida, which architect and plans and specifications shall be subject to Landlord's approval (which approval shall not be unreasonably withheld subject to the same conditions set forth in Section 7.1.1), (b) secure and deliver to Landlord copies of all necessary licenses and permits, (c) deliver to Landlord a statement of the names of all its contractors and subcontractors and the estimated cost of all labor and material to be furnished by them, (d) obtain and carry insurance covering the work at full replacement cost with Landlord and its lender and its other designees as insured, as their respective interests may appear, and cause each contractor to carry (i) worker's compensation insurance in statutory amounts covering all the contractor's and subcontractor's employees, (ii) comprehensive public liability insurance with such limits as Landlord may reasonably require, but in no event less than One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate (and including Action-Over [a/k/a labor law] coverage) and (iii) property damage insurance with limits of not less than One Million Dollars ($1,000,000) or combined single limit coverage of Two Million Dollars ($2,000,000), umbrella coverage of not less than Five Million Dollars ($5,000,000) covering all of the above (all such insurance to be written in companies approved by Landlord and insuring Landlord and its lender and other designees and agents and Tenant as well as the contractors, all the foregoing insurance shall be subject to all of the insurance requirements of Section 11.2 and shall contain waivers of subrogation in favor of Landlord), and the contractor shall cause the subcontractors to maintain such policies, and (e) deliver to Landlord certificates of all such insurance evidencing all of the foregoing, including without limitation: (i) Landlord and its lender and agent and other designees as a certificate holder, (ii) that such policies will not be cancelled without thirty (30) days' notice to Landlord (or ten (10) days if the result on non-payment of the premium therefor) and (iii) in the case of liability insurance, showing Landlord and its lender and agent and other designees as an insured. In addition, such contractors shall provide, and shall cause its subcontractors to provide, with respect to such work, standard indemnity and hold harmless

agreements in favor of Landlord and its respective lenders, agents, designees, principals, directors, officers, members, and mortgagees. Tenant agrees to pay promptly when due the entire cost of any work done in the Premises by Tenant, its agents, employees, or contractors or subcontractors. All alterations, decorations, additions or improvements must: (i) conform to all rules and regulations established from time to time by the Florida Property Insurance Underwriting Association and/or similar organizations, (ii) be made in full compliance with all applicable laws, ordinances, regulations, orders and permits of the of the federal, state and local governments, (iii) be performed by properly licensed, qualified and reputable contractors, subcontractors and workers reasonably approved by Landlord (and Landlord shall have the right in its sole discretion to designate the engineers, contractors and subcontractors for the mechanical, engineering and plumbing work and other work affecting any building systems of the Building and/or any structural elements of the Building), and (iv) be made in a good and workmanlike manner using materials, equipment and supplies of at least as good a quality as used in the original construction and improvement of the Building and the Premises. Landlord may inspect such work at any time or times upon reasonable prior notice (telephonic and/or email shall suffice) and shall promptly give notice to Tenant of any observed defects, which Tenant shall promptly correct at Tenant's expense. All Tenant's installations shall be in accordance with applicable laws and code, and shall not conflict with or be in violation of, or cause any violation of Landlord's basic building plans and/or the construction of the Building, and all Tenant's installations shall be completed free of all liens and encumbrances. All permits which may be required by Tenant for Tenant's installations shall be procured and paid for by Tenant only after having obtained Landlord's written approval of such work, or, if Landlord shall deem the same advisable, Landlord may procure such permit and Tenant shall pay for the same. No plans and/or specifications required to be filed by Tenant pursuant to any work contemplated to be performed by it within the Premises shall be filed or submitted to any governmental authority having jurisdiction thereover without first having obtained Landlord's approval to the same not to be unreasonably withheld, conditioned or delayed.

7.1.3 Tenant shall take steps required or permitted by laws to avoid the imposition of any mechanics' liens upon the Premises, or the Building. If any mechanics' or material suppliers' lien or similar lien is filed against the Premises, or the Building, for work claimed to have been done for or materials claimed to have been furnished to Tenant, such lien shall be discharged by Tenant within thirty (30) days thereafter, at Tenant's sole cost and expense, by the payment thereof or by filing any bond required by law. If Tenant shall fail to discharge any such mechanics' or material suppliers' lien or other lien, Landlord may, at its option, discharge the same and Tenant hereby appoints Landlord as its attorney-in-fact, coupled with an interest, for such purpose and, in such event, Landlord may treat the cost thereof as Additional Rent payable with the monthly installment of Rent next becoming due; it being hereby expressly covenanted and agreed that such discharge by Landlord shall not be deemed to waive or release the default of Tenant in not discharging the same. Nothing contained in this Lease shall be construed as consent on the part of Landlord to subject the estate of Landlord in the Land, Building or the Premises to liability under the Construction Lien Law of the State of Florida as a result of work done by or on behalf of Tenant or services provided to Tenant, it being expressly understood that Landlord's estate shall not be subject to such liability.

7.2 **Indemnification**. Without limiting the other obligations of Tenant under this Lease, Tenant shall indemnify, defend, and hold Landlord and its principals, officers, agents, lenders, mortgagees and employees harmless from and against any and all liabilities, losses, damages, costs and expenses, liens, claims or damages to person or property which arise directly or indirectly by reason of making any such Tenant alterations, decorations, additions or improvements. If any such Tenant alteration, decoration, addition or improvement is made without the prior written consent of Landlord as required in Section 7.1, Landlord may correct or remove the same, and Tenant shall be liable for any and all expenses incurred by Landlord in the performance of such work. The provisions of this Section shall survive the expiration of earlier termination of this Lease.

7.3 **Surrender**. All alterations, decorations, additions or improvements in or to the Premises or the Building made by either party shall remain upon and be surrendered with the Premises as a part thereof at the end of the Term without disturbance, molestation or injury; provided, however, that Tenant shall remove, at the expense of Tenant, prior to the expiration of the Term, all movable furniture, furnishings and equipment and any items of Tenant's trade dress or containing Tenant's trade name installed in the Premises at the expense of Tenant (collectively, "**Tenant's Property**") and Tenant shall repair any damage caused by such removal. If such property of Tenant is not removed by Tenant prior to the expiration or termination of this Lease, then, at the election of Landlord in its sole discretion, the same shall be deemed abandoned and

become the property of Landlord and shall be surrendered with the Premises as part thereof and Landlord shall have the right to dispose or otherwise remove such property from the Premises and Tenant shall promptly pay Landlord all actual and reasonable costs thereof. Notwithstanding the foregoing, if so elected by Landlord in its sole discretion, the following alterations and installations shall be removed by Tenant and the Premises restored: (i) all alterations and installations installed in violation of the provisions of this Lease, and/or applicable laws, and (ii) all alterations which Landlord has advised Tenant that Landlord requires Tenant to remove such alterations. The provisions of this Section shall survive the expiration or earlier termination of this Lease.

8. **Signs; Furnishings.**

8.1 No sign, advertisement or notice or window displays shall be inscribed, painted, affixed or otherwise displayed on any part of the exterior or interior of the Building without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed as to interior signage adjacent to the entrance to the Premises. If any sign, advertisement or notice which does not conform to the foregoing is nevertheless exhibited by Tenant, Landlord shall have the right to remove the same and Tenant shall be liable for any and all actual and reasonable expenses incurred by Landlord in such removal. Tenant covenants and agrees that no sign shall be erected, maintained or displayed in violation of any law, regulation, agreement, condition, restriction, covenant or encumbrance of record. The installation of Tenant's signage shall be performed in a good and workmanlike manner (including without limitation, the proper sealing of the anchors) and otherwise in accordance with and subject to the provisions of Article 7 of this Lease. Without limiting the other provisions of this Lease, Tenant shall indemnify, defend, and hold Landlord and its principals, officers, agents, lenders, mortgagees and employees harmless from any losses, damages, costs and expenses, liens, claims or damages to person or property which may or might arise directly or indirectly by reason of the installation, maintenance and/or existence of Tenant's signage, except to the extent caused by the negligence or willful misconduct of Landlord, its principals, agents, employees, or contractors, and/or Landlord's failure to materially comply with its obligations under this Lease following notice and reasonable opportunity to cure (provided, however, that in all of such cases, the provisions of Section 11.3 shall still apply thereto).

8.2 **Furnishings**. Landlord shall have the right to prescribe the weight and position of safes and other heavy equipment, furniture or fixtures, which shall, if considered necessary by the Landlord, stand on plank strips to distribute the weight. Any and all damage or injury to the Premises or the Building caused by moving the property of Tenant into, in or out of the Premises, or due to the same being on the Premises, shall be repaired by and at the sole cost of Tenant. Tenant agrees promptly to remove from the sidewalks and driveways adjacent to the Building any of the Tenant's Property. No furniture, equipment or other bulky matter of any description will be received into the Building or carried in the elevators except as approved by Landlord which approval shall not be unreasonably withheld, conditioned or delayed, and all such furniture, equipment, and other bulky materials shall be delivered only during hours approved by Landlord and only through the designated delivery entrance of the Building. All moving of the furniture, equipment and other materials shall be done at such times and on such days as Landlord may prescribe in order to minimize inconvenience to Landlord and the other tenants in the Building or, otherwise, upon prior written consent of Landlord, and at Landlord's discretion, shall be performed under the direct control and supervision of Landlord who shall, however, not be responsible for any damage to or charges for moving the same. Tenant agrees promptly to remove from the sidewalks and driveways adjacent to the Building any of the Tenant's furniture, equipment or other material there delivered or deposited.

9. **Tenant's Equipment**. Tenant covenants and agrees that at all times its use of electric current shall not exceed the capacity of existing feeders to the Building or the risers or wiring installation and Tenant may not use any electrical equipment which will overload such installations. Tenant shall not install any equipment of any kind or nature whatsoever which will necessitate any changes, replacements or additions to, or in the use of the water system, heating system, plumbing system, ventilation system, sewer system, air conditioning or cooling system, security system (if any) or electrical system of the Premises or the Building without first obtaining the prior written consent of Landlord. Business machines and mechanical equipment belonging to Tenant which cause noise or vibration that may be transmitted to the structure of the Building or to any space therein to such a degree as to be objectionable to Landlord or to any tenant in the Building shall be installed and maintained by Tenant, at Tenant's expense, on vibration eliminators or other devices sufficient to eliminate

such noise and vibration, and if such noise and/or vibration is not so eliminated Landlord shall have the right to require Tenant to remove such machines and/or equipment from the Premises, or the Building caused by such installation.

10. **Access; Inspection**. Landlord shall have the right and Tenant shall permit Landlord, and its leasing and managing agents and other representatives, to enter the Premises during business hours upon reasonable advance notice (and at all times and without notice, in the case of an emergency), without charge therefor to Landlord and without diminution of the Rent payable by Tenant, to examine, inspect and protect the Premises and the Building and to make such alterations and/or repairs as in the reasonable judgment of Landlord may be deemed necessary, or to exhibit the same to prospective tenants during the last year of the Term (and at any time after an Event of Default), and to exhibit the Premises, from time to time, to potential purchasers or lenders of the Property and other interested parties. Landlord shall use commercially reasonable efforts to minimize any interference with Tenant's use of the Premises during any such entry.

11. **Insurance.**

11.1 **Insurance Rating**. Tenant will not conduct or permit to be conducted any activity, or place any equipment in or about the Premises, or the Building which will, in any way, invalidate the insurance coverage in effect or increase the rate of fire insurance or other insurance on the Building; and if any invalidation of coverage or increase in the rate of fire insurance or other insurance is stated by any insurance company or the applicable Insurance Rating Bureau to be due to any activity or by equipment of Tenant in or about the Premises, the Building, such statement shall be conclusive evidence that the increase in such rate is due to such activity or equipment and, as a result thereof, Tenant shall be liable for such increase and shall reimburse Landlord therefore upon demand and any such sum shall be considered Additional Rent. Tenant shall not introduce or permit to be kept on the Premises or in the Building any dangerous, obnoxious, radioactive or explosive substance.

11.2 **Required Insurance**.

(a) Tenant, at Tenant's expense, shall carry commercial general liability insurance against claims for bodily injury or death or property damage occurring in or about the Premises (including, without limitation, bodily injury, death or property damage resulting directly or indirectly from any change, alteration, improvement or repair thereof), with primary coverage limits of not less than $1,000,000.00 per occurrence and $3,000,000.00 in the aggregate and with umbrella coverage limits of $5,000,000.00 for bodily injury or death to any number of persons in respect of any one accident or occurrence and property damage in respect of such accident or occurrence. Such insurance shall conform to Tenant's actual use of the Premises. Tenant shall carry an "Special Form-Causes of Loss" property damage insurance policy for full replacement value for all of its equipment and other personalty and for all leasehold improvements which are made by or for Tenant in or to the Premises (i.e., improvements and betterments coverage) and such other insurance as may be reasonably required by the holder, now or hereafter, of a mortgage on the Building. In addition, Tenant shall maintain the following insurance:

(1) Business interruption insurance (including rent coverage) with respect to any fire or other casualty or other interruption that may occur at the Premises, in an amount at least equal to the annual rent and other sums payable pursuant to the terms of this Lease for a period of twelve (12) months, commencing with the date of loss;

(2) Workers compensation insurance, Florida State disability benefits insurance, and any and all other statutory forms of insurance now or hereafter required by law, covering all persons employed in, on or about the Premises by Tenant; and

(3) Such other and further insurance and amounts as may reasonably be required or requested from time to time by Landlord and/or Landlord's lender.

Each insurance policy required to be maintained by Tenant under this Lease shall be written by an insurance company with a Best's Rating of A, VIII or better, or an equivalent rating by a similar or successor authority, and legally licensed and

admitted to do business in the State of Florida and reasonably approved by Landlord and, except with respect to Workers Compensation, shall name Landlord and Landlord's agent and lenders and other designees as named insureds, additional insureds and loss payees, as applicable.

11.3 **Waiver of Subrogation**. Without limiting Landlord's rights and remedies under the other provisions of the Lease or the provisions of Section 13.1, Tenant hereby waives any and all claims and right of recovery and other rights it may have against or with respect to Landlord or its lender or their respective members, officers, principals, employees and/or agents with respect to any damage, loss and/or liability incurred by Tenant or otherwise occurring with respect to the Premises and/or the contents thereof (including without limitation as a result damage caused by fire or other casualty) to the extent that such damage, loss or liability is covered by the insurance policies maintained by Tenant (including without limitation if through self-insurance) or required to be maintained by Tenant pursuant to the terms of this Lease (including without limitation through self-insurance), and that all Tenant's (and all of its subtenants' and licensees') policies of fire and/or extended coverage or other insurance covering the Premises or the contents thereof shall contain a clause or endorsement providing in substance that such insurance shall not be prejudiced if the insureds thereunder have waived the right of recovery from any person or persons prior to the date and time of loss or damage, if any, and otherwise waiving such insurers rights of subrogation.

11.4 **Insurance Certificate**. Certificates of insurance and receipts evidencing the coverage provided by, and payment for, such insurance (and including copies of such policies and/or the declaration pages of such polices, if requested by Landlord) shall be delivered to Landlord prior to the earlier of (i) the Commencement Date and (ii) the date takes possession of or otherwise enters the Premises for the purposes of performing work therein or otherwise; and thereafter at least annually by Tenant. Each policy and certificate thereof shall contain an endorsement that will prohibit its cancellation prior to the giving of thirty (30) days written notice of such proposed cancellation, reduction in coverage or expiration, as the case may be, to Landlord in accordance with policy requirements.

11.5 **Self-Insurance**. So long as the Tenant under this Lease (i) is Florida Power & Light Company, (ii) has a tangible net worth computed in accordance with generally accepted accounting principles of at least $100,000,000.00, liquid assets of at least $25,000,000.00, and (iii) is not in default under this Lease beyond applicable notice and grace periods, then, to the extent permitted by applicable law, Tenant shall have the right to meet the insurance requirements designated in this Lease through any combination of self-insurance, primary or excess coverage; provided, however, that all releases and waivers under this Lease in favor of Landlord shall be inure to Landlord with respect to self-insurance, including without limitation the release of claims and waivers of subrogation set forth in this Lease, as if such insurance was maintained through a third-party insurance company.

12. Access Control. Landlord may, at its option, provide an access control system or guard service for the Building during the Term; provided, however, that no representation or warranty or covenant with respect to the existence, adequacy, completeness or integrity of the access control system or guard services is made by Landlord, and any failure of the access control system or guard service in any way shall not modify or affect any of the terms of this Lease with respect to Landlord's liability to Tenant. The Landlord reserves the right to discontinue, modify, supplement or revise the access control system at any time its sole judgment.

13. Liability.

13.1 **No Liability**. To the fullest extent permitted by law, the following shall apply: Notwithstanding anything in this Lease to the contrary and without limiting the other provisions of this Lease, except as may be expressly stated otherwise herein, Landlord shall not be liable to Tenant, its employees, agents, contractors, business invitees, licensees, subtenants, customers, clients, family members or guests for any damage, compensation or claim based on loss, inconvenience or annoyance arising from the necessity of repairing any portion of the Premises, or the Building, the interruption in the use of the Premises, accident or damage resulting from the use or operation (by Landlord, Tenant or any other person or persons whatsoever) or for failure to furnish, or for delay, suspension or deduction in furnishing any of the utilities or services to be furnished by Landlord hereunder, including, but not limited to, elevators or heating, cooling, electrical or plumbing equipment or apparatus, or the termination of this Lease by reason of the destruction of the Premises,

or from any fire, robbery, theft, mysterious disappearance and/or any other casualty, or from any leakage in any part or portion of the Premises, or the Building, or from water, rain or snow that may leak into, or flow from any part of the Premises, or the Building or from drains, pipes or plumbing work in the Building, or from any other cause whatsoever, or for any personal injury arising from the use, occupancy and condition of the Premises. The foregoing shall not operate to release Landlord for liability for injury or damage to persons or property to the extent caused by the gross negligence or willful misconduct of Landlord, its principals, agents, employees, or contractors (provided, however, that even in such cases, the provisions of Section 11.3 shall still apply thereto). Any goods, property or personal effects of Tenant, its employees, agents, contractors, business invitees, licensees, customers, clients, family members or guests, stored or placed in or about the Premises or the Building shall be at their risk, and Landlord shall not in any manner be held responsible therefor. The employees of Landlord are prohibited from receiving any packages or other articles delivered to the Building by, to or on behalf of Tenant, and if any such employee receives any such package or articles, such employee shall be the agent of the Tenant for such purposes and not of Landlord. Tenant acknowledges that Landlord will not carry insurance on Tenant's furniture, furnishings, fixtures, equipment and/or improvements in or to the Premises. Tenant shall give written notice forthwith to Landlord of any accident, damage, casualty, injury or emergency on or affecting the Premises and of any claim, action, threat or other proceeding against, arising from, or affecting Tenant, the Premises and/or the use or occupancy of the Premises by Tenant (or, to the extent an emergency occurs, by telephone or other means of immediate communication, to be followed promptly thereafter by a confirmatory writing). It is expressly understood and agreed that Tenant shall look solely to its business interruption, liability and property damage insurance policies, and not to Landlord, or its agents or employees, for reimbursement of any damages or losses incurred as a result of any of the foregoing occurrences (except to the extent caused by the gross negligence or willful misconduct of Landlord, its principals, agents, employees, or contractors; provided, however, that even in such cases, the provisions of Section 11.3 shall still apply thereto) , and that said policies must contain waiver of subrogation clauses as per Section 11.3 and that Tenant shall at least annually deliver to Landlord evidence of the foregoing.

13.2 **Indemnity**. To the fullest extent permitted by law, Tenant shall indemnify, defend and hold Landlord and its principals, officers, agents, lenders, mortgagees and employees harmless from any losses, damages, liabilities, costs and expenses (including attorney's fees) incurred by or claimed against Landlord and/or such other indemnified party, directly or indirectly, which is in any way occasioned by or results from or in connection with (i) any default hereunder or any negligent or otherwise tortious acts, commissive or omissive on the part of Tenant, its principals, officers, agents, employees, contractors, invitees, subtenants, licensees, customers, clients, family members and/or guests, and/or (ii) Tenant's or its subtenants' operation, use and/or occupancy of the Premises and/or the Building and/or the Land or in any other manner which relates to the business of Tenant, and/or (iii) any occurrence, incident or matter occurring on or about the Premises, except to the extent caused by the negligence or willful misconduct of Landlord, its principals, agents, employees, or contractors, and/or Landlord's failure to materially comply with its obligations under this Lease following notice and reasonable opportunity to cure(provided, however, that even in such cases, the provisions of Section 11.3 shall still apply thereto). Any such cost, damage, claim, liability or expense incurred by Landlord for which the Tenant is obligated to reimburse Landlord shall be deemed Additional Rent due and payable upon demand. Without limiting the foregoing, Tenant shall reimburse Landlord for any and all actual and reasonable costs and expenses (including attorneys' fees) incurred in enforcing this Lease. It is expressly understood and agreed that Tenant's liability under this Lease extends to the negligent or otherwise tortious acts, commissive or omissive, of any subtenant and any principal, officer, agent, employee, contractor, invitee, licensee, customer, client, family member and guest of any subtenant. Notwithstanding the foregoing, in no event shall Tenant be responsible for any special, punitive, or consequential damages (except under Section 18 below). The provisions of this Section shall survive the expiration or earlier termination of this Lease.

14. **Rules and Regulations**. Tenant, its principals, officers, agents, employees, contractors, invitees, licensees, customers, subtenants, clients, family members and guests shall at all times abide by and observe the rules and regulations, as Landlord may promulgate from time to time, with a copy sent to Tenant, for the operation and maintenance of, or otherwise relating to, the Building and/or Property, provided same are not arbitrary or capricious and are not enforced in a discriminatory manner against Tenant. If there is any conflict between the provisions of this Lease and any current or future rules and regulations, this Lease shall govern.

15. **Damage; Condemnation**.

15.1 **Damage to the Premises**

A. Tenant shall give prompt notice to Landlord in case of fire or other casualty in the Premises. If (a) so much of the Building is damaged or rendered untenantable (whether or not the Premises or any portion thereof shall be damaged) by fire or other cause that Landlord shall determine not to restore the same or to demolish the remainder thereof, (b) all or a portion of the Premises shall suffer substantial damage or be rendered untenantable by fire or other casualty and Landlord shall determine (i) that such portion of the Premises cannot reasonably be expected to be restored or rendered tenantable under a normal working schedule within a period (the "**Restoration Period**") equal to the lesser of (A) six (6) months after the occurrence of such damage or destruction and (B) by such time such that after the completion thereof there will remain at least five (5) years in the Term, or (ii) that a ground lessor or mortgagee will not permit Landlord to apply the net proceeds of Landlord's insurance to the restoration of the Premises; or (c) so much of the Building shall be damaged, such that Tenant's access to and use and enjoyment of the Premises shall be rendered substantially impossible, whether or not the Premises shall be damaged, and Landlord shall determine that the same cannot reasonably be expected to be restored or rendered tenantable under a normal working schedule within the Restoration Period, then, in any such event, Landlord shall have the right to terminate this Lease by notice to Tenant, in which event the Term shall expire by lapse of time upon the date which is thirty (30) days after such notice is given and Tenant shall vacate the Premises and surrender the same to Landlord in the manner required under this Lease upon the expiration or termination of this Lease (except that the damaged portion of the Premises need not be broom clean and except that those portions of the building systems damaged by such fire or casualty need not be in working order). Upon the termination of this Lease under the conditions provided for in this Section, Tenant's liability under this Lease, including without limitation the payment Rent, shall cease as of the effective date of such termination (but, for the avoidance of doubt, Tenant shall remain liable for all obligations and liabilities which accrued prior to such termination or which otherwise survive the expiration or termination of this Lease). Tenant hereby expressly waives any now or hereinafter existing statutory provisions to the contrary and agrees that the foregoing provisions of this Section shall govern and control in lieu thereof, this Section being an express agreement governing any case of damage or destruction of the Premises by fire or other casualty.

B. If the Building or the Premises, or any portion thereof, is damaged by fire or other casualty and this Lease is not terminated pursuant to Section 15.1.A above, Landlord, promptly after the occurrence of such damage and the determination of the net amount of insurance proceeds available, shall use due diligence to restore the Building as nearly as possible to its condition prior to such fire or other casualty (but in no event shall Landlord be obligated to restore the Building to a condition better than it was in on the Commencement Date). In no event shall Landlord be obligated to repair or restore Tenant's alterations, or Tenant's personal property, furniture, furnishings and/or equipment (provided, however, that for the avoidance of doubt, the foregoing shall not operate to release Landlord for liability for injury or damage to persons or property to the extent caused by the gross negligence or willful misconduct of Landlord, its principals, agents, employees, or contractors (provided, however, that even in such cases, the provisions of Section 11.3 shall still apply thereto)). Tenant shall cooperate with Landlord's restoration by removing from the damaged portion of the Premises as promptly as reasonably possible, all of Tenant's salvageable inventory and movable equipment, furniture, and other property.

C. If as a result of a fire or other casualty the Premises or a material portion thereof are physically damaged and rendered untenantable as a result (and therefore not occupied by Tenant), but this Lease is not terminated as aforesaid and Landlord has a restoration obligation under this Section 15.1, then Fixed Rent and other regularly-scheduled Rent shall abate from the date of the fire or other casualty until the Premises are restored to the extent required by Landlord under this Section (or such earlier date that Tenant resumes occupancy of the Premises or such material portion of the Premises, as the case may be); such abatement shall be proportionate based on the portion of the Premises that is so untenantable and unoccupied by Tenant..

D. Tenant acknowledges that Landlord will not be obligated to carry insurance of any kind on Tenant's alterations or furniture, furnishings, finishes or wall coverings and/or fixtures, equipment, and improvements, and agrees that Landlord shall not be obligated to repair any damage thereto or to replace the same (provided, however, that for the avoidance of doubt, the foregoing shall not operate to release Landlord for liability for injury or damage to persons or

property to the extent caused by the gross negligence or willful misconduct of Landlord, its principals, agents, employees, or contractors (provided, however, that even in such cases, the provisions of Section 11.3 shall still apply thereto)).

15.2 **Condemnation**. If the whole of the Premises (or use of occupancy of the Premises) shall be taken or condemned by any governmental or quasi-governmental authority for any public or quasi-public use or purpose (including sale under threat of such a taking), or if Landlord elects to convey title to the condemnor by a deed in lieu of condemnation, then the term of this Lease shall cease and terminate as of the date when title vests in such governmental or quasi-governmental authority and the Rent shall be abated on the date when such title vests in such governmental or quasi-governmental authority. If (i) only a part of the Premises is taken or condemned by any governmental or quasi-governmental authority for any public or quasi-public use or purpose (including sale under threat of such a taking), and the condemnation award is insufficient to restore the remaining portion of the Premises or if such award must be applied to repay any mortgages, now or hereafter, encumbering the Building or the Land, or (ii) whether or not a portion of the Premises is taken, a portion of the Building or the Property is taken and Landlord deems it commercially unreasonable to continue leasing all or a portion of the remaining space in the Building, then Landlord shall have the right to terminate this Lease as of the date when title vests in such governmental or quasi-governmental authority.

15.2.1 If this Lease is not so terminated after a partial condemnation, then after the date when the condemned portion of the Premises is delivered to the condemnor, the Fixed Rent and Additional Rent accruing after the date of such taking shall be reduced in the proportion which the condemned area bears to the entire area of the Premises and Landlord shall restore the structural elements of remaining portion of the Premises.

15.2.2 Tenant shall have the right to claim against the condemnor only for removal and moving expenses and business dislocation damages which may be separately payable to tenants in general under applicable law, provided such payment does not reduce the award otherwise payable to Landlord. Subject to the foregoing, Tenant hereby waives all claims against Landlord with respect to a condemnation, and hereby assigns to Landlord all claims against the condemnor, including, without limitation, all claims for diminution in the value of Tenant's leasehold estate.

16. **Insolvency and/or Bankruptcy of Tenant**.

16.1 **Events of Insolvency and/or Bankruptcy**. Each one or more of the following shall be an "**Event of Default**" under this Lease:

A. Tenant's becoming insolvent, as the term is defined in Title 11 of the United States Code, entitled Bankruptcy, 11 U.S.C. Paragraph 101 et seq. (the "**Bankruptcy Code**"), or under the insolvency laws of any State, District, Commonwealth or Territory of the United States (the "**Insolvency Laws**") or otherwise;

B. The appointment of a receiver, trustee or custodian for all or a substantial portion of Tenant's property or assets, or the institution of a foreclosure action upon all or a substantial portion of Tenant's real or personal property;

C. The filing of a voluntary petition under the provisions of the Bankruptcy code or Insolvency Laws or the filing of a petition for reorganization governed by Insolvency Laws, the filing of an application for voluntary liquidation or dissolution applicable to banking institutions or such other institutions;

D. The filing of an involuntary petition against Tenant as the subject debtor under the Bankruptcy Code or Insolvency Laws, which is either not dismissed within thirty (30) days of filing, or results in the issuance of an order for relief against the debtor, whichever, is earlier;

E. Tenant's making or consenting to an assignment for the benefit of creditors or a common law composition of creditors.

16.2 **Landlord's Remedies**. Landlord, in the event of such an Event of Default under Section 16.1 above, shall have, without need of the notice otherwise set forth therein, the rights enumerated in Section 17 and all other rights at law or in equity.

17. **Default of Tenant.**

17.1 **Events of Default**. In addition to the Events of Default set forth in Section 16.1 hereof, each one or more of the following shall be an "Event of Default" under this Lease:

A. If Tenant shall fail to pay when due any Rent (including Fixed Rent and Additional Rent) or any other payment required under this Lease, whether or not demand has been made therefor, and such failure continues for ten (10) or more business days;

B. If Tenant shall violate or fail to perform any of the other terms, conditions, covenants or agreements herein made by Tenant, and such failure continues for ten (10) or more business days after Landlord's written notice thereof to Tenant;

C. If Tenant abandons the Premises at any time during the Term or fails to open for business in the Premises within sixty (60) days after the Commencement Date (provided, however, that if Tenant is diligently pursuing and taking all such actions as are reasonably necessary to open its business in the Premises, then such sixty (60) day period shall be extended for such amount of time as is reasonably necessary to accomplish same, but in no event beyond an additional sixty (60) days);

D. If Tenant assigns or hypothecates this Lease or any interest herein, or sublets the Premises, or any part thereof, or if Tenant attempts to do any of the foregoing, in contravention of the terms, covenants, provisions and conditions of this Lease.

E. There occurs any other default beyond applicable notice and grace periods under any other lease or other agreement between Landlord and Tenant and/or their respective affiliates at the Property.

17.2 **Landlord's Remedies**. Should an Event of Default occur under this Lease, Landlord (notwithstanding any former breach of covenant or waiver thereof in a former instance), in addition to all other rights and remedies available to it by law or equity or by any other provisions hereof, may at any time thereafter pursue and shall be entitled to, once or more often, any one or more of the following remedies:

17.2.1 **Termination of Lease**. Landlord may terminate this Lease upon notice to Tenant and on the date specified in such notice, this Lease and the Term hereby demised and all rights of Tenant hereunder shall expire and terminate without any right of Tenant to save the forfeiture, and Tenant shall thereupon quit and surrender possession of the Premises to Landlord in the condition elsewhere herein required and Tenant shall remain liable to Landlord as hereinafter provided.

17.2.2 **Repossession/Reletting of Premises**. Whether or not Landlord terminates this Lease, Landlord may, without further notice, enter upon and repossess the Premises, by summary proceedings or ejectment or by self-help, and may dispossess Tenant and remove Tenant and all other persons and property from the Premises and may have, hold and enjoy the Premises and the rents and profits therefrom. Landlord may relet the Premises, or any part thereof, for such term or terms (which may be greater or less than the period which would otherwise have constituted the balance of the Term) and on such terms (which may include concessions or free Rent) as Landlord in its sole discretion and good faith may determine. Landlord may, in connection with any such reletting, cause the Premises to be decorated, altered, divided, and/or consolidated with other space or otherwise changed or prepared for reletting. No reletting shall be deemed a surrender and acceptance of the Premises.

17.2.3. **Payments**. Upon such termination of the Lease or reentry by Landlord, Landlord may declare to be immediately due and payable, a sum equal to the amount of brokerage commissions paid by Landlord with respect to this Lease, if any, plus, on account of the Rent and other charges herein reserved for the balance of the Term (taken without regard to any early termination of the Term on account of default), the Accelerated Rent Component (as hereinafter defined), and Tenant shall remain liable to Landlord as hereinafter provided. For purposes hereof, the Accelerated Rent Component shall mean the aggregate of the following items: (a)The Fixed Rent otherwise payable for the period which otherwise would have constituted the unexpired portion of the Term, plus all Additional Rent and other charges, payments, costs and expenses herein agreed to be paid by Tenant up to the end of the Term which shall be capable of precise determination at the time of Landlord's election to recover such amounts; and (b) all projected Additional Rent charges, payments, costs and expenses herein agreed to be paid by Tenant up to what otherwise would have been the expiration of the Term which shall not be capable of precise determination as aforesaid (and for such purposes no estimate of any component of Additional Rent to accrue pursuant to the provisions of Section 3 hereof shall be less than the amount which would be due if each such component continued at the highest monthly rate or amount in effect during the twelve (12) months immediately preceding the default).

17.3 **Measure of Damages**. In the event that Landlord has not elected to have Tenant pay the Accelerated Rent Component, Tenant shall, with respect to all periods of time up to and including what otherwise would have been the expiration of the Term, remain liable to Landlord as follows: Tenant shall remain liable to Landlord an amount equal to the Rent and other charges payable under this Lease by Tenant as if this Lease were still in effect, less the net proceeds of any reletting actually collected, after deducting all costs incident thereto (including, without limitation, all repossession costs, brokerage and management commissions, operating and legal expenses and fees, commercially reasonable alteration costs and expenses of preparation for reletting), and to the extent such damages shall not have been recovered by Landlord by virtue of payment by Tenant of the Accelerated Rent Component (but without prejudice to the right of Landlord to demand and receive the Accelerated Rent Component), such damages shall be payable to Landlord monthly upon presentation to Tenant of a bill for the amount due.

17.4 **No Responsibility to Relet**. Landlord shall in no event be responsible or liable for any failure to relet the Premises, or any part thereof, or for any failure to collect any Rent due upon a reletting and nothing in this Lease shall be construed to the contrary. Notwithstanding anything in this Lease to the contrary, and without limiting the foregoing, except to the extent required by any non-waivable provision of applicable law, Landlord shall have no obligation to mitigate its damages under this Lease.

17.5 **Additional Damages**. Nothing contained in this Lease shall limit or prejudice the right of Landlord to prove and obtain as damages incident to a termination of this Lease, in any bankruptcy, reorganization or other court proceedings, the maximum amount allowed by any statute or rule of law in effect when such damages are to be proved.

17.6 **No Waiver**. No waiver by Landlord of any breach by Tenant of any of Tenant's obligations, agreements or covenants herein shall be a waiver of any subsequent breach or of any obligation, agreement or covenant, nor shall any forbearance, delay or failure by Landlord to seek a remedy for any breach by Tenant be a waiver by Landlord of any rights, powers or remedies with respect to any subsequent breach.

17.7 **Right of Landlord to Cure Tenant's Default**. If Tenant defaults in the making of any payment or in the doing of any act herein required to be made or done by Tenant beyond any applicable notice and cure period, then Landlord may, but shall not be required to, make such payment or do such act, and charge the amount of the expense thereof, plus interest at the Interest Rate, if made or done by Landlord. Such payment shall constitute Additional Rent hereunder due and payable with the next monthly installment of Rent; but the making of such payment or the making of such action by Landlord shall not operate to cure such default or to estop Landlord from the pursuit of any remedy to which Landlord would otherwise be entitled.

17.8 **Remedies Cumulative**. No right, power or remedy herein conferred upon or reserved to Landlord is intended to be exclusive of any other right, power or remedy herein or by law provided, but each shall be cumulative and in

addition to every other right, power or remedy given herein or now or hereafter existing at law, in equity, or by statute. No single, partial or full exercise of any right hereunder by Landlord shall preclude other or further exercise thereof.

18. **Surrender; Holding Over**. Upon the expiration or earlier termination of this Lease, Tenant shall vacate the Premises and surrender the same broom clean, in the same or better order and condition in which it is on the Commencement Date (and if better, the condition on which it was as of the commencement of the Prior Lease (as hereinafter defined), or, if better the condition in which it is after Tenant's completion of the Initial Alterations), reasonable wear and tear excepted, free of all tenancies, subtenancies, occupants, residents and personal property of any party other than Landlord. If Tenant retains possession of the Premises, or any part thereof, or otherwise does not surrender the Premises to Landlord in the condition and manner required under this Lease, upon termination of this Lease by expiration of the Term or otherwise, Tenant shall, by virtue of the provisions hereof, become a tenant at sufferance on all of the terms and conditions of this Lease, except that Tenant shall pay as Rent for any month or partial month of such holdover as payment towards damages (and not as a penalty) for such wrongful retention, an amount equal to 200% of the greater of (i) the monthly Fixed Rent and Additional Rent payable for the month immediately preceding the month of such holdover, and (ii) the fair market rental value of the Premises for such month(s) of holdover. The foregoing 200% multiple shall increase to 300% after the first 60 of such holdover. In addition, if Tenant remains in the Premises (or otherwise does not so surrender the Premises) for more than thirty (30) days after written demand from Landlord to vacate after termination of this Lease by expiration of the Term or otherwise, Tenant shall also pay Landlord (in addition to the amount of Fixed Rent and Additional Rent set forth in the immediately preceding sentence) all other damages, costs and expenses sustained by Landlord by reason of Tenant's wrongful retention, including without limitation, any direct, indirect and consequential damages, including, without limitation, any losses incurred due to Landlord's delay in preparing or delivering the Premises to a new tenant. No acceptance by Landlord of any such foregoing monies under this Section shall be deemed a consent to any holdover of Tenant beyond the expiration or initial termination of this Lease, and, in addition to payment of such foregoing amounts, Landlord shall be entitled to all rights and remedies available under this Lease and/or at law and/or in equity with respect to such holdover by Tenant.

19. **Intentionally Deleted**.

20. **Consents**. Tenant's sole remedy for Landlord's failure to provide consent where required under this Lease shall be injunctive relief.

21. **Reservation**. Landlord hereby reserves to itself and its successors and assigns the following rights (each of which are hereby consented to by Tenant): (i) to change the street address and/or name of the Building and/or the arrangement and/or location of entrances, passageways, doors, doorways, corridors, elevators, stairs, toilets, or other public parts of the Building; (ii) to erect, use and maintain wires, pipes and other conduits in and through the Premises in such a manner so as not to materially reduce the usable area of the Premises or otherwise Tenant's use of the Premises, and Landlord shall restore the Premises to substantially its prior condition following the completion of such work (but subject to such installations). In addition to and without limiting the foregoing, Landlord hereby reserves the right to alter the layout of the Building and to erect additional stories on the Building and to erect and permit the erection of structures adjacent to the Building and to perform and construct all other improvements, renovations, constructions and improvements in, on, to or adjacent to the Building and the Property and adjacent properties as Landlord shall desire and the occurrence of the foregoing shall in no way affect this Lease or Tenant's obligations hereunder or impose any liability of any kind upon the Landlord or be deemed to be a constructive eviction or otherwise. In exercising its rights under this Section, (i) Landlord shall use commercially reasonable efforts to minimize interference with Tenant's operations of the Premises, and (ii) Landlord shall not materially diminish the square footage of the Premises, and (iii) Landlord, at Landlord's sole cost and expenses, shall perform all work reasonably necessary for Tenant to continue to operate for business in substantially the same manner as Tenant was operating immediately prior to such action taken by Landlord. Landlord may exercise any of all of the foregoing rights without being deemed to be having committed an eviction, actual or constructive, or a disturbance or interruption of the business of Tenant or Tenant's use or occupancy of the Premises.

22. **Independent Covenants**. The covenants and obligations of Landlord and Tenant hereunder are separate and independent from one another. Tenant's obligations to pay Rent and other amounts payable hereunder, and to perform its

obligations hereunder, shall be fully enforceable and shall not be impaired or excused, notwithstanding any breach by Landlord hereunder. No Rent or other amounts payable hereunder shall be subject to reduction, delay, offset, withholding or other defense to Landlord.

23. **Environmental Matters**. Tenant shall not engage in operations at the Premises which involve the generation, manufacture, refining, transportation, treatment, storage, handling or disposal of any "hazardous substance" or "hazardous waste" as such terms are defined under the applicable State or Federal or local law, or of "hazardous substances" as defined in section 101 (14) of the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. 9601 (14), as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA") and/or any other applicable law governing the environmental or hazardous substances or similar matters. Without limiting the foregoing, Tenant shall, at its sole cost and expense, provide for the proper and lawful disposal and removal from the Premises of all hazardous substances (including without limitation, mold) existing at the Premises and caused or introduced by Tenant or any of its principals, employees, agents, or contractors or subcontractors or licensee or invitees. Tenant shall indemnify, defend and hold Landlord and its principals, officers, agents, lenders, mortgagees and employees harmless from any losses, damages, costs and expenses resulting from a violation of this Section and/or the introduction or permitting or creating, causing or exacerbating by Tenant or any of its principals, employees, agents, or contractors or subcontractors or licensee or invitees on near or under the Land, Building, or Premises of such hazardous waste or substances or condition; which obligations of Tenant shall include, without limitation of the foregoing, that Tenant, at its sole cost and expense, shall be responsible to promptly remediate and cure any such foregoing condition in accordance with all applicable law. This Section 23 shall survive the expiration or termination of this Lease.

24. **Miscellaneous.**

24.1 **Intentionally Deleted**.

24.2 **No Representations by Landlord**. Tenant acknowledges that neither Landlord nor any broker, agent or employee of Landlord has made any representations or promises with respect to the Premises or the Building except as herein expressly set forth, and no rights, privileges, easements, or licenses are acquired by Tenant except as herein expressly set forth. Except as expressly set forth otherwise herein, Tenant, by taking possession of the Premises, shall accept the same "as is", "where is" and with all faults, and such taking of possession shall be conclusive evidence that the Premises and the Building are in good satisfactory condition at the time of such taking of possession.

24.3 **No Partnership**. Nothing contained in this Lease shall be deemed or construed to create a partnership or joint venture of or between Landlord and Tenant, or to create any other relationship between the parties hereto other than that of Landlord and Tenant.

24.4 **Brokers**. Each party hereby represents and warrants to the other that such representing party has not employed or dealt with any broker, agent or finder in locating the Building or the Premises, or in carrying on the negotiations relating to this Lease. Each party shall indemnify, defend and hold the other harmless, from and against any claim or claims for brokerage or other commission arising from or out of any breach of the foregoing representation and warranty by such indemnifying party, or from any conduct or alleged conduct by such indemnifying party by which a commission or other fee is claimed. This provision is not intended for, nor shall be construed as having been made for, the benefit of any broker or any other third party. The provisions of this Section shall survive expiration or earlier termination of this Lease.

24.5 **Intentionally Deleted**.

24.6 **Estoppel Certificate**. Tenant agrees, at any time, and from time to time, during the Term, within fifteen (15) business days after request from Landlord, to execute, acknowledge and deliver to Landlord a statement in writing which shall contain the following provisions: (i) a statement that this Lease is unmodified and in full force and effect (or if there have been modifications, that this Lease is in full force and effect as modified and stating the modifications), (ii) a statement of the dates to which the Rent and any other charges hereunder have been paid by Tenant, (iii) a statement of whether or not, to the knowledge of Tenant, Landlord is in default in the performance of any covenant, agreement or

condition contained in this Lease, and if so, specifying each such default of which Tenant may have knowledge, (iv) a statement of the address to which notices to Tenant should be sent, (v) a statement that Tenant has accepted the Premises and improvements therein, (vi) a statement of the Commencement Date and Expiration Date of the Term and the amount of any renewal options remaining, if any, and (vii) such other statement or statements as Landlord, any prospective purchaser of the Building, any mortgagee or prospective mortgagee of the Building or of Landlord's interest therein and/or any prospective assignee of any such mortgagee, may reasonably request. Tenant's failure to deliver such statement within an additional five (5) business days written demand from Landlord given after the expiration of the foregoing fifteen (15) business day period shall be deemed to be an Event of Default of Tenant under this Lease. Any such statement delivered pursuant hereto, may be relied upon by any owner of the Building (including Landlord), prospective purchaser of the Building, any mortgagee or prospective mortgagee of the Building or of Landlord's interest therein and/or any prospective assignee of any such mortgagee and/or any other interested party. Tenant will agree to make such reasonable changes or modifications to this Lease as may be required by any mortgagee, now or hereafter, of the Building and/or the Land, provided that such changes or modifications shall not materially adversely affect Tenant's business operations or Tenant's Permitted Use, or increase the amount of Rent required under Section 3 hereof, shorten the Term or change or materially decrease the square footage of the Premises or otherwise materially increase Tenant's obligations under this Lease.

24.7 **Intentionally Deleted.**

24.8 **Notices**. Any bills, statements, notices, demands, requests, consents, approvals, or other communications hereunder shall be effective only if rendered or given in writing and delivered by hand or sent by certified or registered mail, return receipt requested, first-class postage prepaid, or by national overnight courier, in each case addressed as follows:

A. If to Landlord:

Hoffman Flagler LLC
c/o Bushburg Properties, Inc.
3611 14th Avenue, Suite 215
Brooklyn, New York 11218

or to such other address(es) as Landlord may designate by written notice to Tenant.

B. If to Tenant:

Florida Power & Light Company
700 Universe Blvd.
Juno Beach, Florida 33408
Attn: Corporate Real Estate Department

With copy to:

Florida Power & Light Company
700 Universe Blvd.
Juno Beach, Florida 33408
Attn: General Counsel

or to such other address as Tenant may designate by written notice to Landlord.

Any such bill, statement, notice, demand, request, consent, approval or other communications shall be deemed to have been rendered or given (i) when delivered (or when delivery is first refused), when delivered by hand, (ii) three (3) business days after when deposited with USPS, when mailed as set forth above, and (iii) one (1) business day after when deposited with national overnight courier for next business day delivery. Notices given by a party's attorney shall be deemed given by such party.

24.9 **Force Majeure**. In the event that either party shall be delayed, hindered in or prevented from the performance of any act required to be performed hereunder by reason of Force Majeure (as hereinafter defined), then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. The term "Force Majeure" means any Act of God, strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive legal requirements, riots and insurrection, acts of the public enemy, wars, earthquakes, hurricanes and other natural disasters, fires, explosions, pandemics, or any other circumstance beyond the reasonable control of the affected party claiming Force Majeure. In the event of any delay or nonperformance caused by a Force Majeure circumstance, the party affected shall promptly notify the other in writing. Notwithstanding the foregoing or anything in this Lease to the contrary, in no event shall Tenant be excused under this Section from its obligation to make timely payments of Fixed Rent and Additional Rent under this Lease or to otherwise timely comply with its monetary obligations under this Lease, and, further, in no event shall inadequacy of funds be deemed to be a Force Majeure event claimable by Tenant hereunder or otherwise be a reason for Tenant to be excused from its obligations under this Lease.

24.10 **Invalidity of Particular Provisions**. If any provisions of this Lease or the application thereof to any person or circumstances shall to any extent by invalid or unenforceable, the remainder of this Lease, or the application of such provisions to persons, or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

24.11 **Gender and Number**. Feminine, neuter or masculine pronouns shall be substituted for one another and the plural and the singular shall be substituted for each other, in any place or places herein in which the context may require such substitution.

24.12 **Benefit and Burden**. The provisions of this Lease shall be binding upon, and shall inure to the benefit of (i) Landlord and Tenant, (ii) each of their successors and permitted assigns, and (iii) such other persons or entities as and to the extent expressly set forth in this Lease.

24.13 **Landlord Liability.**

(a) **Transfer of Landlord's Interest.** Landlord has the right to sell, assign, convey or otherwise transfer the Premises and/or the Building and/or Landlord's interest in either or both and/or this Lease, and in the event of such transfer, the transferor shall be automatically relieved of any and all obligations on the part of Landlord accruing from and after the date of such transfer.

(b) **Limitation of Landlord's Liability.** Notwithstanding anything to the contrary provided in this Lease, there shall be absolutely no personal liability on the part of Landlord or any officer, director, shareholder, partner, member, employee or agent of Landlord, whether disclosed or undisclosed (or of any successor corporate landlord or any partner of any limited or general partnership which may become Landlord or any individual or other entity), with respect to any of the terms, covenants and conditions of this Lease, and Tenant shall look solely to the interest, income or equity, if any, of Landlord in the Building for the satisfaction of each and every remedy of Tenant in the event of a breach or default by Landlord of any of the terms, covenants and conditions of this Lease, such exculpation of personal liability to be absolute and without any exception whatsoever. No other property or assets of Landlord, any successor to Landlord, or any officer, director, shareholder, partner, member, employee or agent of Landlord or any successor to Landlord, shall be subject to judgment, levy, execution or other enforcement procedure for the satisfaction of Tenant's remedies under or with respect to this Lease or the use or occupancy of the Premises.

24.14 **Intentionally Omitted**.

24.15 **Demolition**. In the event that at any time Landlord (or its successor or contract vendee) plans or intends or otherwise desires to demolish or otherwise redevelop and/or repurpose the Building, then Landlord shall have the right to terminate this Lease upon at least one hundred eighty (180) days prior written notice to Tenant, in which event this Lease

and the Term hereunder shall come to end and expire as of the date set forth in such notice and on or prior to such date Tenant shall vacate and surrender the Premises to Landlord in the condition and manner required under, and otherwise in accordance with, the provisions of this Lease.

24.16 **Subordination**. This Lease is and shall be subject and subordinate at all times to the lien of all mortgages and other encumbrances which now or hereafter encumber or otherwise affect the Property and/or the Building, to the rights of the owners of the Building and/or Property if not Landlord, and to Landlord's leasehold interest therein (if Landlord is a ground lessee of the Property and/or Building), and to all and any renewals, extensions, modifications, recastings, or refinancing thereof (provided that such superior lessor and/or mortgagee shall have the right to elect to subordinate their estate and interests to this Lease). Tenant shall, within fifteen (15) business days after request by Landlord, promptly execute, acknowledge and deliver to Landlord any reasonable written statement or agreement confirming such subordination reasonably required by Landlord or any of its lenders or ground lessors. Tenant's failure to deliver such certificate or other document within an additional five (5) business days written demand from Landlord given after the expiration of the foregoing fifteen (15) business day period shall be deemed to be an Event of Default of Tenant under this Lease. Tenant agrees that in the event that any proceedings are brought for the foreclosure of any such mortgage, Tenant shall attorn to the purchaser at such foreclosure sale, if requested to do so by such purchaser, and shall recognize such purchaser as the landlord under this Lease.

24.17 **Attornment**. If any successor in interest, including but not limited to, a lessor of a superior lease or the holder, now or hereafter, of a superior mortgage shall succeed to Landlord's estate in the Building and/or Property or the rights of Landlord under this Lease, whether through purchase, operation of law, possession or foreclosure action or delivery of a new lease or deed or otherwise, then at the election of such party so succeeding to Landlord's rights (herein sometimes called "successor landlord"), Tenant shall attorn to and recognize such successor landlord as Tenant's landlord under this Lease, and shall promptly execute, acknowledge and deliver any instrument that such successor landlord may reasonably request to evidence such attornment, provided only that such successor landlord agrees not to disturb Tenant's possession under this Lease so long as Tenant is not in default hereunder beyond the expiration of any notice and cure period.

24.18 **Entire Agreement**. This Lease, together with all exhibits and schedules attached hereto, contains and embodies the entire agreement between the parties hereto, and supersedes all prior agreements between the parties and no representation (prior or contemporaneous), inducements or agreements between the parties, oral or otherwise, not contained in this Lease or the exhibits or schedules attached hereto, shall be of any force or effect.

24.19 **Authority.** Tenant and the individual(s) signing this Lease on behalf of Tenant, hereby jointly and severally represent and warrant to Landlord that the Tenant has the full authority to enter into this Lease and to perform its obligations hereunder and that the individual(s) signing this Lease of behalf of Tenant has the authority to do so and to bind Tenant. Landlord represents and warrants to Tenant that the Landlord has the full authority to enter into this Lease and to perform its obligations hereunder and that the individual(s) signing this Lease of behalf of Landlord has the authority to do so and to bind Landlord.

24.20 **Intentionally Omitted**.

24.21 **Lease May Not Be Recorded.** Tenant may not record this Lease or any assignment or memorandum thereof. Any such recording by Tenant shall be deemed an incurable Event of Default hereunder and Tenant shall cause the removal of such recording, and, in addition to any other remedies which Landlord may have hereunder, all security monies deposited with the Landlord, if any, shall thereupon automatically be deemed forfeited to the Landlord.

24.22 **Patriot Act.** Tenant represents and warrants that (a) Tenant is not listed on the list maintained by the United States Department of the Treasury, Office of Foreign Assets Control (commonly known as the OFAC List) or otherwise qualifies as a person with whom business by a United States citizen or resident is prohibited and (b) Tenant is not in violation of any anti-money laundering or anti-terrorism statute, including, without limitation, the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, U.S. Public Law 107-56

(commonly known as the USA PATRIOT Act), and the related regulations issued thereunder, including temporary regulations, all as amended from time to time.

24.23 **Counterparts; Electronic Delivery**. This Lease may be executed in one or more counterparts, each of which when taken together shall constitute but one and the same instrument. This Lease may be executed and delivered by facsimile transmission or as a PDF attachment to an email or other electronic method, and such copies and all further copies thereof shall be deemed to be originals for all purposes.

24.24 **Condominium Conversion**. Landlord hereby reserves the right to convert the Building to a condominium form of ownership and that this Lease and all rights of Tenant thereunder shall be subject and subordinate in all respects to the provisions of the documents and instruments governing such condominium regime, including without limitation, the Declaration of Condominium and By-Laws (collectively, the "**Condominium Documents**") and Tenant shall enter into such reasonable modifications to this Lease or other documents or instruments necessary or appurtenant to such condominium regime and shall otherwise cooperate in effecting such conversion; provided, however, that the Condominium Documents and such modifications, other instruments do not materially increase Tenant's obligations or materially decrease Tenant's rights pursuant to this Lease, nor interrupt Tenant's continued permitted use and occupancy of the Building pursuant to the terms of the Lease nor materially reduce any of the rights of Tenant as provided in the Lease, nor materially reduce any of the obligations of Landlord as provided in the Lease except to the extent that the board of managers of the condominium will undertake to perform the same.

24.25 **Disclosures.** Pursuant to Section 404.056 of the Florida Statutes or otherwise, Landlord does hereby notify Tenant of the following: 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 your county health department. Landlord does hereby notify Tenant that there may be lead-based paint in the Building which may pose a risk to health under certain circumstances. Further, given the climate and humid conditions in south Florida, molds and Fungus may exist and/or develop within the demised premises. Tenant is hereby advised that certain molds may be, or if allowed to remain for a sufficient period may become, toxic and potentially pose a health risk. Tenant is solely responsible for the removal of any mold and fungi growth in the Premises.

25. **WAIVER OF JURY TRIAL; VENUE. LANDLORD AND TENANT HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON OR IN RESPECT OF ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT HEREUNDER, TENANT'S USE OR OCCUPANCY OF THE PREMISES, AND/OR ANY CLAIM OF INJURY OR DAMAGE. TENANT HEREBY IRREVOCABLY SUBMITS TO THE JURISDICTION OF THE FEDERAL AND STATE AND COUNTY COURTS LOCATED IN THE COUNTY IN WHICH THE PREMISES ARE LOCATED, AND WAIVES ANY CLAIM TO IMPROPER VENUE IN ANY OF SUCH COURTS.**

26. **Intentionally Omitted**.

27. **Prior Lease; Electric; Generator.** Tenant is currently occupying the Premises (and other space in the Building) pursuant to a certain Agreement of Lease dated as of April 28, 2011 (the "Prior Lease") entered into by Landlord's predecessor in interest. Notwithstanding anything to the contrary in the Prior Lease, in this Lease or any other lease or other agreement between Landlord and Tenant and/or their respective affiliates at the Property, the following shall apply:

(i) Tenant shall continue to maintain and pay for the cost of the electric used through Tenant's existing electric meters in Tenant's name (collectively, the "**Meters**") for all of the leased premises under the Prior Lease through October 31, 2023, provided Tenant occupies such space or such space remains vacant, and irrespective of the expiration and/or earlier termination of the Prior Lease; provided however, in the event such space is occupied by a third party other than Tenant, Tenant shall not be responsible for paying the cost of the electric used through Tenant's Meters by such

third party. On November 1, 2023, Tenant and Landlord shall cause the Meters to be transferred into Landlord's name and Tenant shall no longer be named on the Meters. These obligations shall survive the expiration and/or earlier termination of the Prior Lease and this Lease. For the avoidance of doubt, the foregoing shall not limit the obligations of Tenant beyond October 31, 2023 with respect to the space that Tenant does occupy thereafter, including without limitation with respect to a portion of the 5th floor that Tenant currently leases pursuant to a separate lease dated as of August 1, 2022.

(ii) Effective as of November 1, 2023, Landlord shall have the right to tie into Tenant's generators located on the Property such equipment and systems as Landlord shall desire, and Tenant shall fully cooperate with all such efforts, and, further, Landlord shall have the right to use the fuel in such generators (and its fuel tanks), and all of such fuel shall become the full property Landlord, all at no charge or cost to Landlord. In furtherance of the foregoing, effective as of November 1, 2023, Tenant shall surrender such generators and fuel to Landlord and, unless otherwise directed by Landlord in its sole discretion, Tenant shall not remove same from the Property, but rather same shall become the full property of Landlord.

[signature page follows]

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

LANDLORD:

HOFFMAN FLAGLER LLC

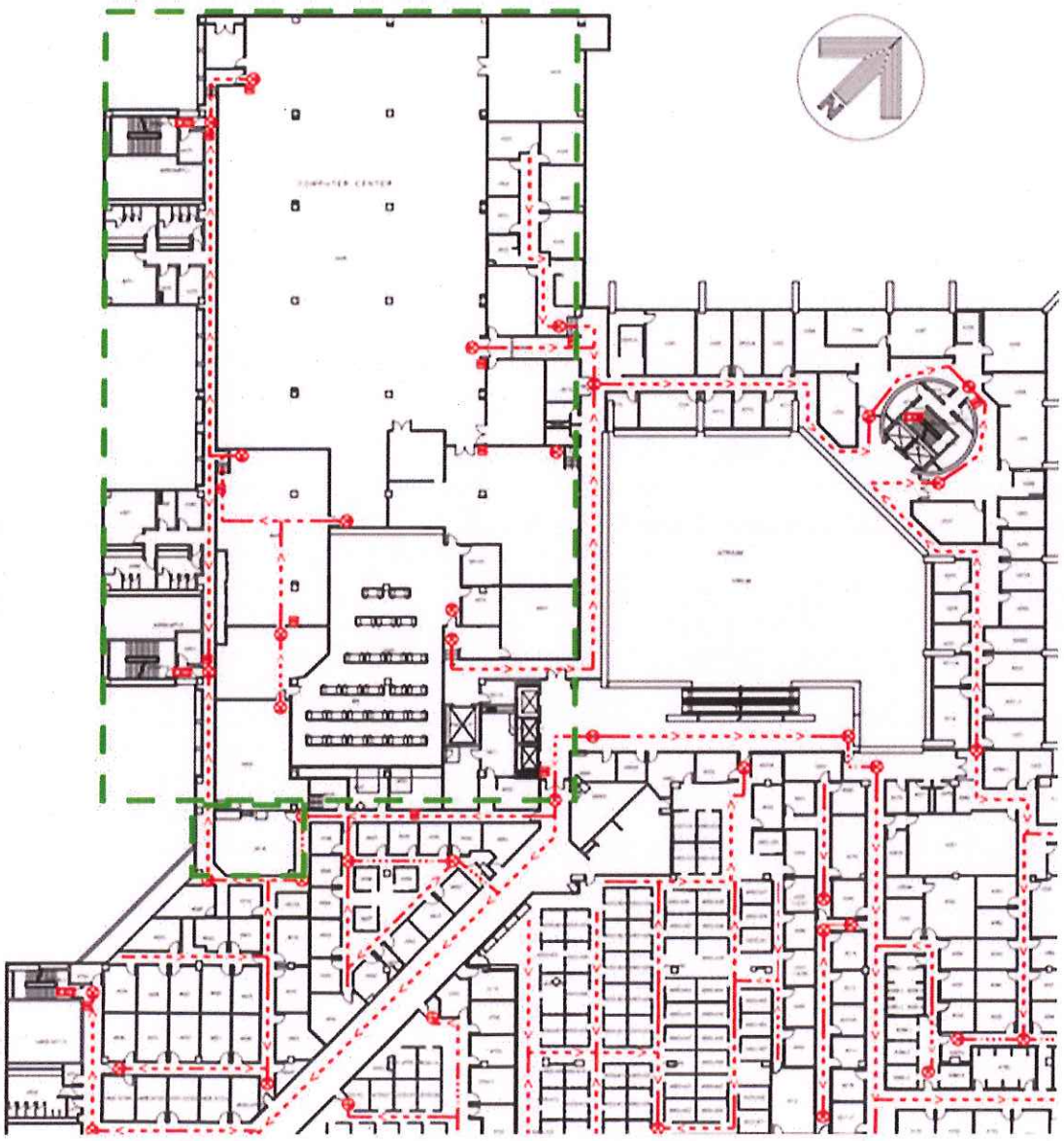
By: _____
Name:
Title: Authorized Signatory

TENANT:

FLORIDA POWER & LIGHT COMPANY

By: _____
Name: Jaime Holland
Title: VP, Corp Real Estate

Exhibit A
Premises



SITE LEASE AGREEMENT

This **SITE LEASE AGREEMENT** (this "**Lease**") is effective the date of the last signature on this Lease (the "**Effective Date**") by and between Hoffman Flagler LL, A Florida Limited Liability company, ("**Landlord**") andT-Mobile South, LLC, a Delaware limited liability company("**Tenant**").

Landlord and Tenant agree to the following:

1. **Property Description**. Landlord is the owner of the real property located at 9250 West Flagler Street, Miami, FL 33174, as further described on **Exhibit A** (the "**Property**"). The Property includes the premises which is comprised of approximately 200 square feet plus any additional portions of the Property which Tenant may require for the use and operation of its facilities as generally described on **Exhibit B** (the "**Premises**"). Tenant reserves the right to update the description of the Premises on **Exhibit B** to reflect any modifications or changes.

2. **Landlord Cooperation.** During the Option Period and Term (as defined below), Landlord shall cooperate with Tenant's due diligence activities, which shall include, but not be limited to, access to the Property for inspections, testing, permitting related to the Permitted Uses (as defined below). Landlord authorizes Tenant to sign, file, submit and obtain all zoning, land use and other applications for permits, licenses and approvals required for the Permitted Uses from all applicable governmental and quasi-governmental entities (collectively, the "**Governmental Approvals**"), and to the fullest extent necessary, Landlord grants Tenant and its agents power of attorney to take all such actions on behalf of and in the name of Landlord. Landlord's cooperation shall include the prompt execution and delivery of any documents necessary to obtain and maintain Government Approvals or utility services. Additionally, Landlord shall not take any actions which are in conflict with or interfere with Tenant's Governmental Approvals.

3. **Antenna Facilities and Permitted Uses.** Tenant leases the Premises for its equipment, personal property and improvements associated with Tenant's wireless communications business (the **"Antenna Facilities").** The Premises may be used for the construction, installation, operation, maintenance, repair, addition, modification, upgrading, removal or replacement of any and all Antenna Facilities (the "**Permitted Uses**") for no fee or additional consideration. The Antenna Facilities shall remain the exclusive property of Tenant and shall not be considered fixtures. Tenant, at its expense, may use any and all reasonable means as Tenant deems necessary to control, secure or restrict access to the Antenna Facilities. Landlord hereby waives any and all lien rights it may have concerning the Antenna Facilities. Notwithstanding anything to the contrary in the Lease, (a) if any portion of the Antenna Facilities will be installed on a tower owned by Landlord ("**Tower**"), Landlord warrants that the Tower has structural capacity to support Tenant's equipment as shown on **Exhibit B**, (b) Tenant shall have the right to install the equipment shown on **Exhibit B** at any time during the Term without any increase in Rent, and (c) during the Term, Landlord shall reserve space and loading capacity on the Tower for Tenant's equipment shown on **Exhibit B**. If necessary to maintain service, Tenant shall have the right to locate a cell-on-wheels, or other temporary antenna facility on the Property. Landlord shall cooperate with the placement of the temporary facility at a mutually acceptable location.

4. **Lease Term.**

   a) The Initial Term of the Lease shall be Five Years (5) years commencing on expiration of the current Term, July 22st, 2017 (the "**Commencement Date**"), and ending on the day immediately preceding the fifth (5th) anniversary of the Commencement Date (the "**Initial Term**"). The Initial

Term, together with any Renewal Terms and Extended Periods are referred to collectively as the "**Term**."

b) The Initial Term shall automatically renew four (4) successive renewal terms of five (5) years each (each a "**Renewal Term**"), provided, however, that Tenant may elect not to renew by providing notice prior to the expiration of the then current Term.

c) Upon the expiration of the final Renewal Term, Tenant shall have the right to continue to occupy the Premises and the Term shall automatically extend for up to nine (9) successive one (1) year periods (each, an "**Extended Period**"). Landlord may terminate the renewal of any Extended Period by delivery of notice at least six (6) months prior to the end of the then current Extended Period. Tenant may terminate any Extended Period at any time by delivery of notice to Landlord.

5. Rent/Other Charges.

a) Upon the Commencement Date, Tenant shall pay Landlord rent in the amount of four thousand two hundred thirteen and 70/100 dollars ($4,213.70) per month (the "**Rent**"). Tenant shall deliver Rent to Landlord at the address specified in Section 15, or by electronic payment. The first Rent payment shall be due within thirty (30) days after the Commencement Date. Subsequent Rent shall be payable by the fifth day of each month.

b) The Rent shall increase each anniversary of the commencement date by an amount equal to four percent (4) of the Rent for the immediately preceding year. The Rent for each Extended Period shall be an amount equal to one hundred one percent (101%) of the Rent for the immediately preceding Term.

c) Rent for any partial month shall be prorated on a per day basis, based on the number of days in the month in question. Landlord shall cooperate with Tenant regarding the use of any electronic rent payment systems or the provision of any associated documentation. Tenant may condition payment of Rent and any other sums payable under this Lease upon Tenant's receipt of a duly completed IRS form W-9, or similar governmental form.

d) Any charges payable under this Lease other than Rent shall be billed by Landlord to Tenant within twelve (12) months from the date the charges were incurred or due; otherwise the charges shall be deemed time-barred and forever waived and released by Landlord.

6. Interference. Tenant shall not interfere with the radio frequency communications of Landlord or any of Landlord's existing tenants as of the Effective Date. After the Effective Date, Landlord shall not install, or permit any third party to install, any equipment or structures that interfere with or restrict the operations of Tenant. Any such interference shall be deemed a material breach of this Lease by Landlord and Landlord shall remove the cause of the interference within forty-eight (48) hours of notice. Tenant shall have the right to exercise all legal and equitable rights and remedies to end the interference.

7. Utility Services.

a) Tenant shall have the right to connect to, maintain, repair, upgrade, remove or replace existing utility related equipment and shall have the right to install new utility related equipment, including a generator receptacle plug at the first floor level, optical fiber facilities, and alternative energy related equipment, to service its Antenna Facilities, or cell-on-wheels on the Property (collectively, the "**Utility Facilities**").

b) Tenant shall be responsible for all utilities charges for electricity, or any other utility service used by Tenant on the Premises. Tenant shall install separate meters for Tenant's utility usage. Tenant shall have the sub-meter read and reimburse Landlord per quarter for its utility usage. Tenant shall not have the right to connect to Landlord's emergency panel and/or back up electrical service.

8. Access and Easements.

1 Landlord shall furnish, at no additional charge to Tenant, unimpeded and secure access to the Premises on a 24-hours-a-day, 7-days-a-week basis to Tenant and Tenant's employees, agents, contractors and other designees.

1 Landlord grants Tenant, at no additional Rent or charge, easements on, over, under and across the Property for ingress, egress, communications, power and other utilities, construction, demolition and access to the Premises and any Utility Facilities (collectively, the "**Easements**"). Landlord shall not modify, interrupt or interfere with any communications, electricity, or other utility equipment and easements serving the Property, except with the prior written approval of Tenant.

9. Termination. Tenant may terminate this Lease without further liability, upon thirty (30) days prior written notice to Landlord, for any of the following reasons: (i) changes in local or state laws or regulations which adversely affect Tenant's ability to operate; (ii) a Federal Communications Commission ("**FCC**") ruling or regulation that is beyond the control of Tenant; (iii) technical or economic reasons; or (iv) if Tenant is unable to obtain any Governmental Approval required for the construction or operation of Tenant's Antenna Facilities. Upon ninety (90) days prior written notice to Landlord, Tenant may terminate this Lease for any or no reason.

10. Casualty and Condemnation. If the Premises or Antenna Facilities are damaged or destroyed by wind, fire or other casualty, Tenant shall be entitled to negotiate, compromise, receive and retain all proceeds of Tenant's insurance and other claims and Tenant may terminate the Lease by written notice to Landlord. If the Premises, any Easements or Antenna Facilities are taken or condemned by power of eminent domain or other governmental taking, then: (a) Tenant shall be entitled to negotiate, compromise, receive and retain all awards attributable to (i) the Antenna Facilities, (ii) Tenant's leasehold interest in the Property, (iii) any moving or relocation benefit available to Tenant and (iv) any other award available to Tenant that is not attributable to Landlord's title to or interest in the Property. If the Antenna Facilities are not operational due to casualty or condemnation, Tenant shall have the right to abate the Rent for that period time. In addition, Tenant may terminate the Lease by written notice to Landlord.

11. Default and Right to Cure. A party shall be deemed in default under this Lease if it fails to make any payment, or to perform any obligation required of it within any applicable time period specified and does not commence curing such breach within thirty (30) days after receipt of written notice of such breach from the non-defaulting party ("**Default**"). This Lease, or Tenant's rights of possession shall not be terminated due to any Tenant Default unless: (a) the Default is material; (b) Landlord shall have given Tenant not less than thirty (30) days prior written notice, after the expiration of the cure period described above, and Tenant fails to cure or commence the cure of such Default within the second thirty (30) day notice period; and (c) Landlord lacks any other adequate legal or equitable right or remedy.

12. Taxes. Landlord shall pay when due all real estate taxes and assessments for the Property, including the Premises. Notwithstanding the foregoing, Tenant shall reimburse Landlord for any personal property tax paid for by Landlord which is solely and directly attributable to the presence or installation of Tenant's Antenna Facilities during the Term. Landlord shall provide prompt and timely notice of any tax or assessment for which

Tenant is liable. Tenant shall have the right to challenge any tax or assessment and Landlord shall cooperate with Tenant regarding such challenge.

13. Insurance and Subrogation and Indemnification.

13 During the Term, Tenant and Landlord each shall maintain Commercial General Liability Insurance in amounts of One Million and no/100 Dollars ($1,000,000.00) per occurrence and Two Million and no/100 Dollars ($2,000,000.00) aggregate. Each party may satisfy this requirement by obtaining the appropriate endorsement to any master insurance policy such party may maintain. Tenant and Landlord shall each maintain "all risk" or "special causes of loss" property insurance on a replacement cost basis for their respectively owned real or personal property.

13 Landlord and Tenant hereby mutually release each other (and their successors or assigns) from liability and waive all right of recovery against the other for any loss or damage covered by their respective first party property insurance policies for all perils insured thereunder. In the event of an insured loss, neither party's insurance company shall have a subrogated claim against the other party.

13 Subject to the property insurance waivers set forth in the preceding subsection (b), Landlord and Tenant each agree to indemnify and hold harmless the other party from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liabilities, including reasonable attorneys' fees, to the extent caused by or arising out of: (i) any negligent acts or omissions or willful misconduct in the operations or activities on the Property by the indemnifying party or the employees, agents, contractors, licensees, tenants or subtenants of the indemnifying party, (ii) any spill or other release of any Hazardous Substances (as defined below) on the Property by the indemnifying party or the employees, agents, contractors, licensees, tenants or subtenants of the indemnifying party, or (iii) any breach of any obligation of the indemnifying party under this Lease. The indemnifying party's obligations under this subsection are contingent upon its receiving prompt written notice of any event giving rise to an obligation to indemnify the other party and the indemnified party's granting it the right to control the defense and settlement of the same.

13 Tenant shall not be responsible or liable to Landlord or any third party for any claims, damages, costs, expenses, including liens, fines, penalties or other enforcement actions, attributable to any pre-existing violations of applicable laws, codes, ordinances or other regulations relating to the Property (collectively, "**Pre-Existing Violations**"). To the extent Tenant is or may be required to cure such Pre-Existing Violations in order to obtain any Governmental Approvals for its Permitted Uses of the Premises, however, Tenant shall have the right, but not the obligation, to cure such Pre-Existing Violations and deduct the curative costs from Rent payable under this Lease.

13 The provisions of subsections (b) and (c) above shall survive the expiration or termination of this Lease.

14. Notices. All notices, requests, demands and other communications shall be in writing and shall be effective three (3) business days after deposit in the U.S. mail, certified, return receipt requested or upon receipt if personally delivered or sent via a nationally recognized courier to the addresses set forth below. Landlord or Tenant may from time to time designate any other address for this purpose by providing written notice to the other party.

If to Tenant, to: T-Mobile USA, Inc. 12920 SE 38th Street Bellevue, WA 98006 Attn: Lease Compliance/ (Site #)	**If to Landlord, to:** Hoffman Flagler 9250 West Flagler Street, Suite 140 Miami, FL 33174
	Per the W-9 Form Rent is to be paid to: Hoffman Flagler 9250 West Flagler Street, Suite 140 Miami, FL 33174

15. Quiet Enjoyment, Title and Authority. Landlord covenants and warrants that: (a) Landlord has full right, power and authority to execute and perform this Lease and to grant Tenant the leasehold interest and Easements contemplated under this Lease; (b) Landlord has good and unencumbered title to the Property, free and clear of any liens or Mortgages (defined below) which will interfere with Tenant's Permitted Uses and any rights under this Lease; (c) the execution and performance of this Lease shall not violate any laws, ordinances, covenants, or the provisions of any Mortgage, lease, or other agreement binding on Landlord; (d) Tenant's use and quiet enjoyment of the Premises will not be disturbed; and (e) Landlord will be responsible, at its sole cost and expense, for maintaining all portions of the Property in good order and condition and in compliance with all applicable laws, including without limitation, the roof, any support structure owned by Landlord, HVAC, plumbing, elevators, landscaping and common areas.

16. Environmental Laws. Landlord and Tenant shall comply with all federal, state and local laws in connection with any substances brought onto the Property that are identified by any law, ordinance or regulation as hazardous, toxic or dangerous (collectively, the "**Hazardous Substances**"). Tenant agrees to be responsible for all losses or damage caused by any Hazardous Substances that it may bring onto the Property and will indemnify Landlord for all such losses or damages. Landlord agrees to be responsible for all losses or damage caused by any Hazardous Substances on or entering the Property, except those brought onto the Property by Tenant, and will indemnify Tenant for all such losses or damages including the cost of any investigation or remediation, or other actions required to comply with applicable law. Landlord represents that it has no knowledge of any Hazardous Substances on the Property.

17. Assignment.

17 Tenant shall have the right to assign, sublease or otherwise transfer this Lease, upon written notice to Landlord. Upon an assignment or transfer, Tenant shall be relieved of all liabilities and obligations and Landlord shall look solely to the transferee for performance under this Lease. Upon receipt of a written request from Tenant, Landlord shall promptly execute an estoppel certificate.

1 Landlord shall have the right to assign and transfer this Lease only to a successor owner of the Property. Only upon Tenant's receipt of written verification of a sale, or transfer of the Property shall Landlord be relieved of all liabilities and obligations and Tenant shall look solely to the new landlord for performance under this Lease. Until Tenant receives required information and documents, Tenant shall not be responsible for any failure to make payments under this Lease and reserves the right to hold payments due under this Lease. Landlord shall not attempt to assign, or otherwise transfer this Lease separate from a transfer of ownership of the Property (the "**Severance Transaction**"), without the prior written consent of Tenant, which consent may be withheld or conditioned in Tenant's sole discretion. If Tenant consents to a Severance

Transaction, Landlord and its successors and assigns shall remain jointly and severally responsible for the performance of all duties and obligations of the Landlord under this Lease.

18. Relocation. Landlord must provide Tenant at least six (6) months written notice of any repairs, maintenance or other work (the "**Work**") during the Term of the Lease which would require the temporary relocation of the Antenna Facilities. Landlord agrees that the Work will not interfere with or alter the quality of the services provided by the Antenna Facilities. Landlord will reimburse Tenant for all expenses incurred by Tenant required to accommodate the Work.

19. Marking and Lighting Requirements. If any tower or other support structure for Tenant's Antenna Facilities is owned by Landlord, Landlord acknowledges that Landlord shall be responsible for compliance with all marking and lighting requirements of the Federal Aviation Administration and the FCC. Landlord shall indemnify and hold Tenant harmless from any fines or other liabilities caused by Landlord's failure to comply with these requirements.

20. Miscellaneous.

20 The prevailing party in any litigation or other legal proceedings arising under this Lease (including any appeals and any insolvency actions) shall be entitled to reimbursement from the non-prevailing party for reasonable attorneys' fees and expenses.

20 This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements with respect to the subject matter and Property. Any amendments to this Lease must be in writing and executed by both parties.

20 Landlord agrees to cooperate with Tenant in executing any documents which Tenant deems necessary to insure and protect Tenant's rights in, or use of, the Premises. Landlord shall execute and deliver: (i) a Memorandum of Lease in substantially the form attached as Exhibit C; and (ii) if the Property is encumbered by a deed, mortgage or other security interest (each, a "**Mortgage**"), a subordination, non-disturbance and attornment agreement using Tenant's form.

20 This Lease shall be construed in accordance with the laws of the state or territory in which the Property is located, without regard to the principles of conflicts of law.

20 If any term of this Lease is found to be void or invalid, the remaining terms of this Lease shall continue in full force and effect. Any questions of particular interpretation shall be interpreted as to their fair meaning.

20 Each party hereby represents and warrants to the other that this Lease has been duly authorized, executed and delivered by it, and that no consent or approval is required by any lender or other person or entity in connection with the execution or performance of this Lease.

20 If either party is represented by any broker or any other leasing agent, such party is responsible for all commission fee or other payment to such agent.

20 This Lease and the interests granted herein shall run with the land, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

20 This Lease may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument. Signed facsimile and electronic copies of this Lease shall legally bind the parties to the same extent as original documents.

LANDLORD: Hoffman Flagler, LLC

By:

Printed Name:

Title:

Date:

TENANT: T-Mobile South, LLC

By: _____ __ _____

Printed Name:	
Title:	

Date: _____

_____

T-Mobile Legal Approval

EXHIBIT A
Legal Description

Property address of 9250 W Flagler Street, Miami, FL 33174
Assessor's tax parcel number of 30-4004-0024-0010
The Property is legally described as follows:

4 54 40 19.835 AC M/L
F P & L CENTER PB 102-10
TRACT A LESS R/W
PER UNITY OF TITLE OR 27582-2612

EXHIBIT B

Subject to the terms and conditions of this Lease, the location of the Premises is generally described and depicted as shown below or in the immediately following attachment(s).

However, it is expressly agreed and understood by and between the Landlord and Tenant that the exact and precise location of the Tenant's Antenna Facilities are subject to review and approval by the planning and/or zoning Boards having jurisdiction over the Property.

Notwithstanding anything to the contrary, the specific number and type of equipment described in the Exhibit is for illustrative purposes only and in no way limits Tenant's ability to alter, replace, add to, expand, enhance, modify, supplement, replace, refurbish, relocate or upgrade any such equipment within the Premises.

See attached

EXHIBIT C

Memorandum
of
Lease

After Recording, Mail To:

APN: 30-4004-024-0010
Loan No.

MEMORANDUM OF LEASE

A Site Lease Agreement (the "Lease") by and between Hoffman Flagler LLC, a(n) Florida limited liability company ("Landlord") and T-Mobile South LLC, a Delaware Limited liability company ("Tenant") was made regarding a portion of the following property (as more particularly described in the Lease, the "Premises"):

See Attached **Exhibit A** incorporated herein for all purposes.

Without limiting the terms and conditions of the Lease, Landlord and Tenant hereby acknowledge the following:

1. Capitalized terms used, but not otherwise defined herein, shall have the meanings ascribed to such terms in the Lease.
2. Provided that the Option has been exercised by Tenant, the initial term of the Lease shall be five (5) years and will commence on the date that Tenant exercises its Option.
3. Tenant shall have the right to extend the Lease four (4) additional and successive five (5) year terms which may be extended for up to nine (9) additional and successive one-year periods.
4. This memorandum is not a complete summary of the Lease. It is being executed and recorded solely to give public record notice of the existence of the Option and the Lease with respect to the Premises. Provisions in this memorandum shall not be used in interpreting the Lease provisions and in the event of conflict between this memorandum and the said unrecorded Lease, the unrecorded Lease shall control.
5. This memorandum may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto were upon the same instrument.

IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum effective as of the date of the last party to sign.

LANDLORD: Hoffman Flagler LLC

By: _____

Printed Name: Barbara Dreesbach

Title: Regional Property Manager

Date: 9/29/2017

TENANT: T-Mobile South LLC

By: _____

Printed Name:	
Title:	

Date: _____

[Notary block for Landlord]

[Landlord Notary block for a Corporation, Partnership ,or Limited Liability Company]

STATE OF New York)
) ss.
COUNTY OF Kings)

This instrument was acknowledged before me on 9/29/17 by Basheva Dresdner, [title] _____ of _____ a _____ [type of entity], on behalf of said _____ [name of entity].

Dated: 9/29/17

GITTY WALDMAN
Notary Public, State of New York
No. 01WA6311497
Qualified in Kings County
Commission Expires September 15, 2018

Notary Public
Print Name
My commission expires

(Use this space for notary stamp/seal)

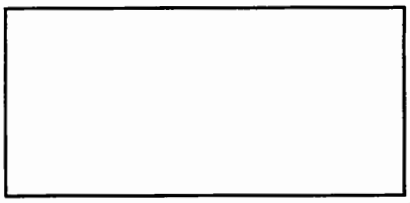
[Landlord Notary block for an Individual]

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____ by _____, an individual.

Dated: _____

Notary Public
Print Name
My commission expires



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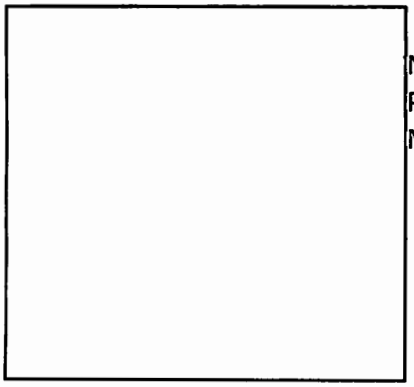
[Notary block for Tenant]

STATE OF _____)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the _____ of **Error! Reference source not found.Error! Reference source not found.**, a Delaware **Error! Reference source not found.**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____



Notary Public
Print Name
My commission expires

(Use this space for notary stamp/seal)

Memorandum of Lease - Exhibit A
Legal Description

The Property is legally described as follows:

ASSIGNMENT OF LICENSE AGREEMENT

FLORIDA POWER & LIGHT COMPANY, a Florida corporation, (commonly known as "FPL") and (hereafter referred to as "Assignor") hereby consents to the assignment to Hoffman Flagler, LLC, a Florida limited liability company ("Assignee") of that certain COMMUNICATION LICENSE AGREEMENT dated July 23, 1997, between FLORIDA POWER & LIGHT COMPANY, a Florida corporation and Omnipoint Communications Enterprises, Inc., a Delaware corporation, and as amended in the FIRST AMENDMENT TO COMMUNICATION LICENSE AGREEMENT between FLORIDA POWER & LIGHT COMPANY and T-MOBILE SOUTH LLC and as extended in the license renewal letter dated September 12, 2012 from Jasmine Horace-Tardif with T-MOBILE SOUTH LLC which extends the term of the license through July 22, 2017 (which shall collectively be referred to as "License Agreement").

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the 15 day of June, 2016.

WITNESS:

ASSIGNOR:

By: Dean J. Girard
Director, Corporate Real Estate

By:

WITNESS:

ASSIGNEE:

By:

By: ASSET MANAGER

AMENDED AND RESTATED ADDENDUM TO EXHIBIT A TO COMMUNICATION LICENSE AGREEMENT

THIS AMENDED AND RESTATED ADDENDUM TO EXHIBIT A TO COMMUNICATION LICENSE AGREEMENT ("***Site License***") dated as of this 3rd day of August, 2010 (the "***Effective Date***"), made pursuant to that certain Communications License Agreement dated December 18, 1995 as amended by that First Amendment on December 5, 2006, (collectively, the "***Agreement***") between **FLORIDA POWER & LIGHT COMPANY** ("***Licensor*** or ***"FPL"***") and **VERIZON WIRELESS PERSONAL COMMUNICATIONS LP**, a Delaware limited partnership, d/b/a Verizon Wireless as successor-in-title to PCS PrimeCo., L.P., a Delaware limited partnership (hereinafter collectively, "***Verizon Wireless***" or "***Licensee***").

WHEREAS, Licensee currently has facilities at the FPL Site (identified below) and more commonly known as the "***General Office Building***" to FPL, and "**NG 25866**" to Licensee, pursuant to an agreement between Licensee and Licensor which agreement, neither party has been able to locate as of the date of this Site License (the "***Existing License Agreement***"); and

WHEREAS, Licensee desires to enter into this Site License in order to restate the terms and provisions contained in the Existing License Agreement, as well as, to amend the Existing License Agreement to swap six (6) existing antennas for six (6) new antennas, as well as, to add six (6) additional lines of new coax cable (collectively, "***Additional Equipment***") to the Site and to continue to use the Site identified below based on the terms contained in this Site License; and

WHEREAS, the Parties intend that this Site License shall replace, supersede and restate the terms contained in the Existing License Agreement, (including, without limitation, the license fee due under the Existing License Agreement), as well as, amend the Existing License Agreement to address the terms under which Licensee may add the Additional Equipment to the Site and the license fee for the Licensee System; and

WHEREAS, Licensee's use of the Site (defined below) for its existing equipment, as well as, for the Additional Equipment shall be based on the terms as set forth in this Site License.

NOW THEREFORE, in consideration of the mutual promises set forth herein and intending to be legally bound hereby, the parties agree as follows:

1. Capitalized Terms. The capitalized terms used herein shall be given the meaning ascribed in the Agreement, unless otherwise noted herein.

2. FPL SITE & COLLOCATION REQUEST.

2.1. FPL Site. FPL currently owns a roof top (the "***Roof Top***") at the location more generally described as a parcel of land located at 9250 West Flagler Street, Miami, FL 33174 known by Folio 30-4004-024-0010:

Property Name: General Office Building
FPL Roof Top Number: N/A
Licensee Site Number: 60204
Property Street Address: 9250 West Flagler Street
City: Miami
County: Miami-Dade
State: FL
Latitude: 25° 46' 05.02" N
Longitude: 80° 20' 43.97" W
Approximate Height of Roof Top Above Ground: 114'-2"

2.2. Collocation Request and Right of Use. Licensor and Licensee affirm that Licensee was, and hereby is, granted a license from FPL to use One-Hundred and Twenty Square Feet (120') of space on the Roof Top consisting of ten feet by twelve feet (10' x 12') area for the construction, installation, maintenance, repair, replacement and operation of certain radio communication facilities, as well as, a sixty-five square foot (65') area for the use of six (6) antennas placed on a metal frame (the "***Site***"); all as described more specifically on ***Exhibit "A"*** (the "***Site Plan***") and ***Exhibit "B"*** (the "***Equipment,***" sometimes referred to herein as the "***Approved Equipment***" or "***Licensee System***") to this Site License, which exhibits are incorporated herein by reference as though fully set forth herein at length. The Site License granted to Licensee is non-exclusive.

3. LICENSE FEE.

3.1 The Annual License Fee: The Parties agree that commencing on January 1, 2010, Licensee shall pay a license fee for 2010 in the total sum of Twenty-Six Thousand One Hundred Eighty Dollars and 12/100 cents ($26,180.12)(the "***License Fee***") which License Fee, shall consist of the two following fees: (1) Twenty Thousand Seven Hundred Eighty Dollars and 12/100 cents ($20,780.12), representing the annual license fee due and payable under the Existing License Agreement for use of the Roof Top for the existing equipment (inclusive of the escalation rate due under paragraph 6 of the Agreement); and (2) Five Thousand Four Hundred Dollars and no/cents ($5,400.00) representing the annual license fee for the Additional Equipment. Thereafter, the License Fee shall escalate at a rate of four percent (4%) pursuant to paragraph 6.4 of the Agreement, beginning on January 1, 2011 and every anniversary thereafter during the Term. The License Fee entitles Licensee to use the aforementioned space on the Roof Top as more particularly shown on Exhibits A and B to this Site License. Any variations by Licensee that exceed the limitations of this paragraph and Exhibits A and B must be negotiated

as an additional fee to the License Fee provided hereunder. No such variations may be installed without the prior written approval of FPL. All payments are due and payable on January 1 as provided in paragraph 6 of the Agreement. FPL acknowledges that on December 21, 2009, Licensee made a payment in the amount $20,780.12 toward the total License Fee due and payable on January 1, 2010 ($26,180.12). Accordingly, a balance of $5,400.00 is due and owing for January 1, 2010.

4. Term: The "***Initial Term***" of this Site License is ten (10) years from January 1, 2010. Provided Licensee shall not be in default under the terms of the Agreement and subject to the terms of the Agreement, including without limitation, paragraphs 5 with respect to market rates during any extension period, and paragraphs 12, 20 and 27 of the Agreement, Licensee shall have the option to extend the Initial Term for two (2) additional terms of five (5) years each, by providing FPL with written notice of such intent to extend the Initial Term or the first extension term, as the case may be, at least one hundred and eighty days (180) prior to the expiration of the then-current term at which time, FPL shall have forty (45) days to advise Licensee of the current market license fee. If applicable, prior to the commencement of the any extension term, the Parties shall execute an amendment to the Site License reflecting the new license fee.

5. License Termination: This Site License is subject to the termination provisions of Section12 of the Agreement.

6. FPL contact for emergencies:
24 hour notification via FN NOC 305-552-2222

7. Licensee contact for emergencies:
Landlordhotline@sprint.com
Phone: 800-357-7641
Fax: 913-523-9735

8. Description of Licensee Systems: See Exhibits "A" and "B" to this Site License.

9. As-Builts, Inspection and Licensee Affidavits.

Following the completion of any installation, modification or relocation of Licensee's System on the Roof Top by Licensee, but prior to the activation of Licensee's System, Licensee shall provide FPL with updated as-built drawings, initialed by Licensee and documenting that all installed Equipment conforms to the plans and specifications previously approved by FPL. It is understood and agreed by the Parties that Licensee has provided as-built drawings and required documentation for Licensee's existing Equipment designated on Exhibits "A" and "B" to this Site License. In addition, Licensee, at Licensee's expense shall engage an independent inspector approved by FPL to perform an inspection of the Site and to certify in writing to FPL that all

work has been properly performed in compliance with all applicable plans, specifications, drawings and/or other requirements.

9.1 Upon completion of any construction or contracted services, Licensee shall provide FPL with an affidavit stating that all contractor and sub-contractors are paid in full for the services provided.

9.2 Prior to commencing operation of Licensee's System, Licensee shall provide FPL with an affidavit stating that Licensee has obtained a certificate of occupancy.

10. Modifications. No modifications, changes or alterations to Licensee's FPL Approved Plans and Licensee's System as shown on Exhibits "A" and "B" to this Site License, either before or after initial installation, shall be made by Licensee without prior written FPL Approval and in the manner provided herein, such approval not to be unreasonably withheld, conditioned or delayed. Licensee shall provide FPL with advance written notice of any such change request or addition. Notwithstanding the frequencies set forth on Exhibits "A", and "B" of this Site License, Licensee shall have the right, at any time during the term of this Site License as the same might be extended, to change or add additional frequencies with the prior written consent of FPL, such consent not to be unreasonably withheld, conditioned or delayed. For any proposed frequency change or addition, Licensee shall provide prior written notice to FPL along with an amended RF Analysis which demonstrates that the frequency change or addition will not cause interference which would violate the terms and conditions of the interference language contained in Section 15 of the Agreement.

11. Indemnity. In addition to any indemnity provided for in the Agreement, Licensee agrees to secure any and all applicable federal, state, and local permits required in connection with the use of any of the Approved Equipment at the Site and shall, at all times, comply with all requirements of all applicable federal, state, and local laws, ordinances, rules and regulations applicable or pertaining to the Approved Equipment. The Licensee agrees to indemnify and save harmless FPL, its parent, subsidiaries, affiliates, and their respective officers, directors, agents and employees (hereinafter referred to as "***FPL Entities***"), from all liability, loss, cost, fines, penalties and expense, including attorney's fees, which may be sustained by FPL Entities resulting from the violation of any applicable local, state or federal law rule or regulation by the Licensee. This indemnity includes, but is not limited to, violations, fines, penalties, orders, decrees, and enforcement actions against FPL Entities by a government agency for the violation of any applicable regulations or other relevant environmental regulations. The Licensee agrees to defend, at its cost and expense, and at no cost and expense to FPL Entities, any and all suits or actions instituted against FPL Entities for the imposition of such liability, loss, cost, fine, penalty and expense.

12. All Notices under this Site License:

If to Licensee:
Verizon Wireless Personal Communications LP
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, NJ 09721
Attention: Network Real Estate

If to FPL:
Florida Power & Light Company
c/o FPL FiberNet, LLC
9250 West Flagler Street
Miami Florida, 33174

13. FPL shall approve, in writing, prior to recording, the form of any Memorandum of License pursuant to this Site License.

Intending to be legally bound hereby, Licensee and Licensor have caused this Site License to be executed as of the day and year first above written.

[Signature Follow on Next Page]

[Balance of Page Intentionally Left Blank]

Licensee:
VERIZON WIRELESS PERSONAL COMMUNICATIONS LP d/b/a Verizon Wireless

By:_____
Print Name: Hans F. Leutenegger
Title: Area Vice President Network
Date: 6/21/2010

Witnesses:

Lynne Carlisle
Name: Lynne Carlisle

Jean M. Musa
Name: Jean M. Musa

Licensor:
FLORIDA POWER & LIGHT COMPANY, a Florida corporation

By:_____
Print Name:_____
Title: Dina L. Guenther
Date: Dir., Corp. Real E
8/3/2010

Witnesses:

Neil Lewis
Name: Neil Lewis

Joseph R. Sicbaldi
Name: Joseph R. Sicbaldi

EXHIBIT A

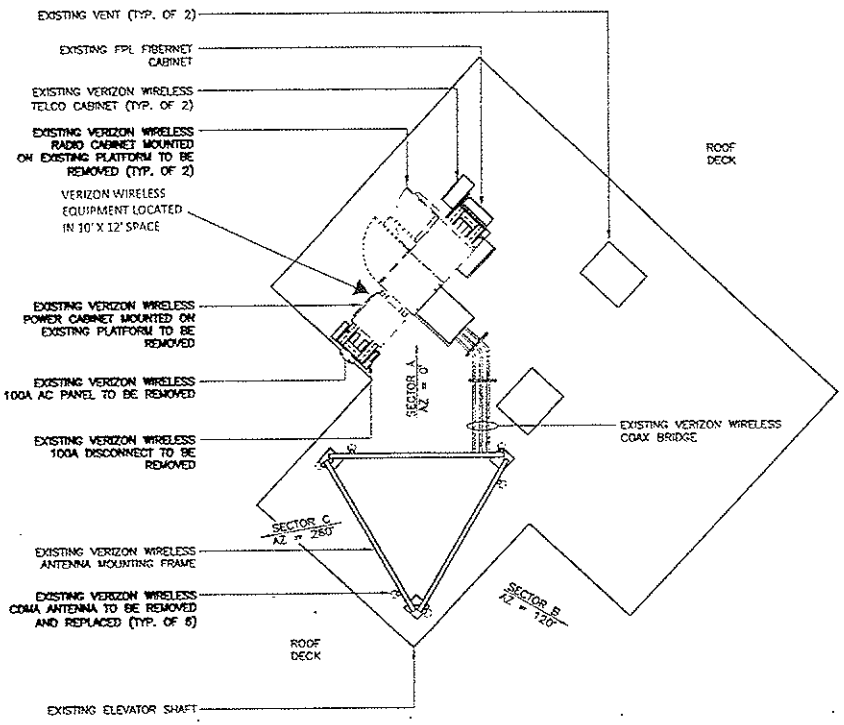
SITE PLAN

[SEE ATTACHED]

EXHIBIT A

MDC01197-E

LICENSEE IS REFERRED TO AS "VERIZON WIRELESS" THROUGHOUT THIS EXHIBIT

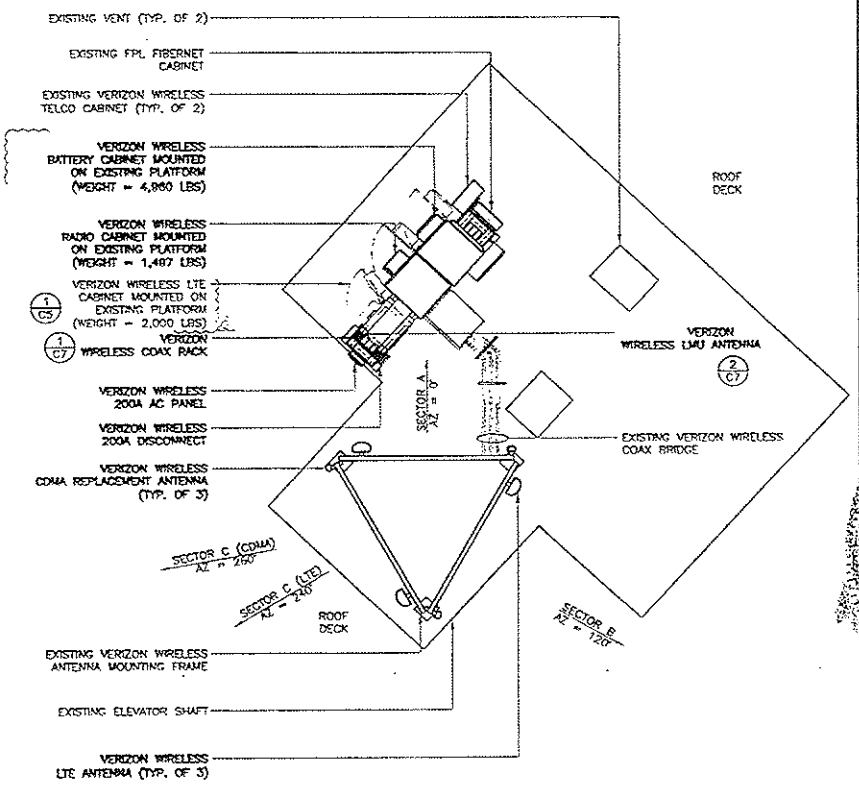


1 EXISTING EQUIPMENT AND ANTENNA LOCATION PLAN

0 2' 4' 8'

GRAPHIC SCALE

ANTENNA SECTOR		AZIMUTH (DEGREES)	MECHANICAL DOWN TILT	ANTENNA MAKE	ANTENNA MODEL	ANTENNA QTY.	COAX LENGTH	COAX SIZE	COAX QTY.
SECTOR A (ALPHA)	LTE	0°	0°	CSS	X7-FRO-660-4-J2	1	35'±	7/8"	2
	CDMA	0°	0°	ANTEL	BXA-185063-12	1	35'±	7/8"	2
SECTOR B (BETA)	LTE	120°	0°	CSS	X7-FRO-660-4-J2	1	35'±	7/8"	2
	CDMA	120°	0°	ANTEL	BXA-185063-12	1	35'±	7/8"	2
SECTOR C (GAMMA)	LTE	240°	0°	CSS	X7-FRO-660-4-J2	1	35'±	7/8"	2
	CDMA	260°	0°	ANTEL	BXA-185063-12	1	35'±	7/8"	2



2 FINAL EQUIPMENT AND ANTENNA LOCATION PLAN

0 2' 4' 8'

GRAPHIC SCALE

verizonwireless

SBA

MACTEC

MACTEC ENGINEERING & CONSULTING, INC.

CORPORATE OFFICE
3105 LEXINGTON PARKWAY
ALPHARETTA, GA 30004

LOCAL OFFICE
5845 NW 158th STREET
MIAMI LAKES, FL 33014
TEL: (305) 826-5058
FAX: (305) 826-1799

CERTIFICATE OF AUTHORIZATION #: 6095

PROJECT NO.: 6788-09-1945 (DM)

REV	DATE	DESCRIPTION
2	3/3/10	REVISED
1	10/5/09	REVISED
0	7/27/09	FOR PERMIT

DRAWN BY: D. JOHNSON

CHECKED BY: M. [illegible]

EPL

GENERAL OFFICE
60204

9250 W. FLAGLER STREET
MIAMI, FL 33174

SHEET NAME
EQUIPMENT AND ANTENNA LOCATION PLANS

SHEET NUMBER
C3

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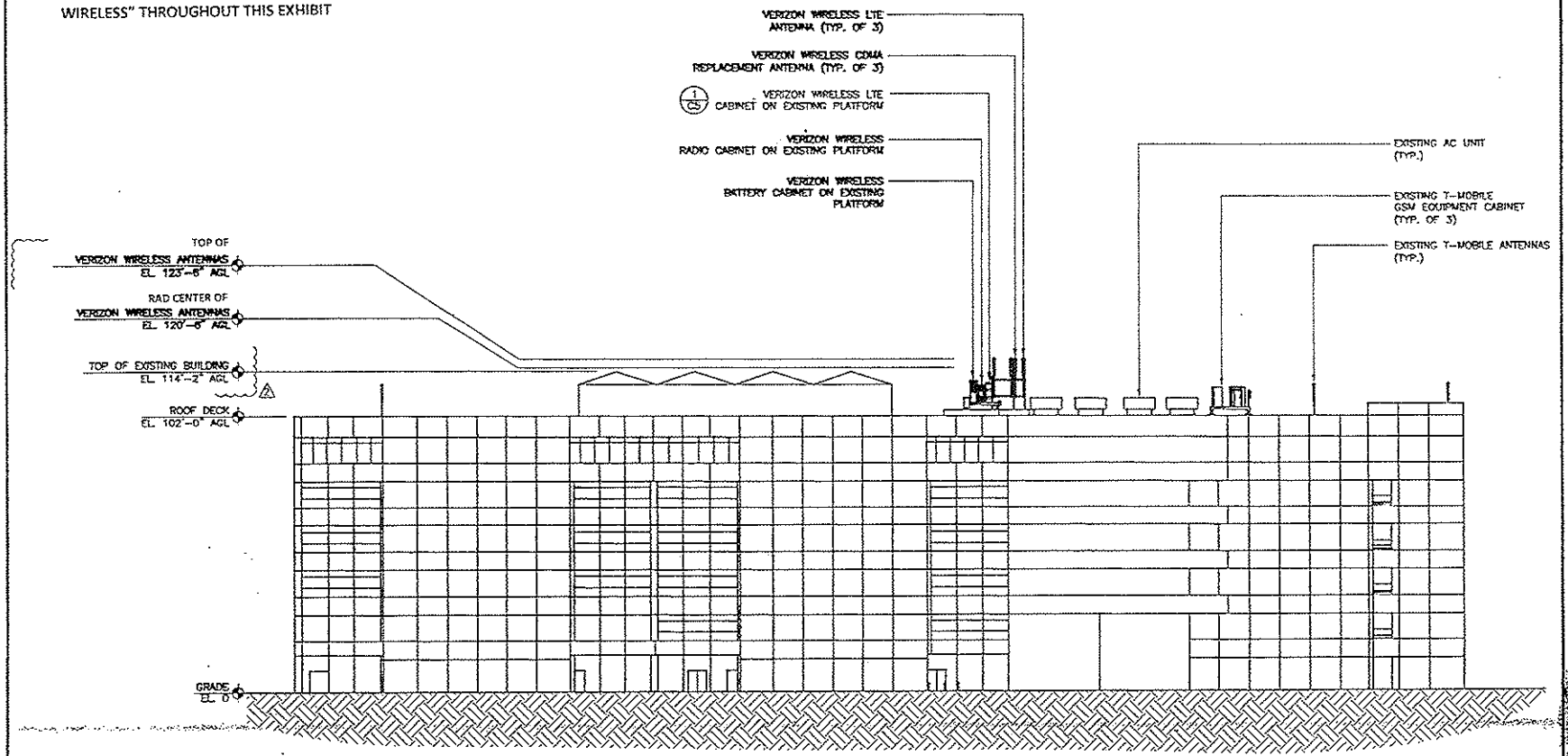
LICENSEE IS REFERRED TO AS "VERIZON WIRELESS" THROUGHOUT THIS EXHIBIT



1 NORTHWEST ELEVATION

0 20' 40'

GRAPHIC SCALE

MDC04698

EXHIBIT A

verizonwireless

SBA

MACTEC

MACTEC ENGINEERING & CONSULTING, INC.

CORPORATE OFFICE
1105 LAKEWOOD PARKWAY
ALPHARETTA, GA 30004

LOCAL OFFICE
5845 NW 158th STREET
MIAMI LAKES, FL 33014

TEL: (305) 826-5588
FAX: (305) 826-1799

CERTIFICATE OF AUTHORIZATION #: 5000

PROJECT NO.: 5788-09-1045 (06)

REV	DATE	DESCRIPTION
2	3/3/10	REVISED
1	10/5/09	REVISED
0	7/27/09	FOR PERMIT

FPL
GENERAL OFFICE
60204

9250 W. FLAGLER STREET
MIAMI, FL 33174

SHEET NAME
BUILDING ELEVATION

SHEET NUMBER
C4

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EXHIBIT B

APPROVED EQUIPMENT OR LICENSEE SYSTEM

Number of Antennas: Three (3) Antel BXA185063/12CF-2; three (3) CSS X7-FRO-660-4-j2

Number/Diameter of Transmission Lines: Twelve (12) 1 5/8"

Height of Antennas on Building: 120'6"

Equipment located within 10' x 12' license area includes and is limited to:

Two (2) Telco Cabinets
One (1) Battery Cabinet
One (1) Radio Cabinet
One (1) LTE Cabinet
One (1) AC Panel
One (1) Disconnect
One (1) LMU Antenna

ASSIGNMENT OF LICENSE AGREEMENT

Florida Power & Light Company, a Florida corporation, (commonly known as "FPL") and (hereafter referred to as "Assignor") hereby consents to the assignment by FPL to Hoffman Flagler, LLC, a Florida limited liability company ("Assignee") of that certain COMMUNICATION LICENSE AGREEMENT dated December 18, 1995, between FLORIDA POWER & LIGHT COMPANY, a Florida corporation and PCS PRIMECO, P.P., a Delaware Limited Partnership, and as amended in the ADDENDUM TO COMMUNICATION LICENSE AGREEMENT dated June 26, 1996 between FLORIDA POWER & LIGHT COMPANY and PRIMECO PERSONAL COMMUNICATIONS, L.P. and as amended in the AMENDED AND RESTATED ADDENDUM TO EXHIBIT A TO COMMUNICATION LICENSE AGREEMENT dated August 3, 2010 between FLORIDA POWER & LIGHT COMPANY and VERIZON WIRELESS PERSONAL COMMUNICATIONS LP and as amended in the FIRST AMENDMENT TO AMENDED AND RESTATED ADDENDUM TO EXHIBIT A TO COMMUNICATION LICENSE AGREEMENT dated November 11, 2015 between FLORIDA POWER & LIGHT COMPANY and VERIZON WIRELESS PERSONAL COMMUNICATIONS LP (which shall collectively be referred to as "License Agreement").

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the 15 day of June, 2016.

WITNESS:

Tracy Lacey

Mitchell M. Wehman

ASSIGNOR:

By: Dean J. Girard

Director, Corporate Real Estate

By:

WITNESS:

Shraddha Zaya

Sujit Shah

ASSIGNEE:

By: GABLER

By: ASSET MANAGER