

MEMORANDUM

Agenda Item No. 8(F)(1)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: June 3, 2025

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving terms of a lease agreement between [REDACTED], a Florida limited liability company as landlord and Miami-Dade County as tenant for the premises to be utilized by Miami-Dade Sheriff's Office as warehouse and office space for an initial five year-term, with one additional five-year option to renew, having a total fiscal impact to the County estimated to be \$1,802,874.98 for the initial term plus the one five-year option to renew; authorizing the County Mayor to execute the same, to exercise any and all other rights conferred therein, and to take all actions necessary to effectuate same

Resolution No. R-530-25

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



Geri Bonzon-Keenan
County Attorney

GBK/uw

Date: June 3, 2025

To: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

From: Daniella Levine Cava 
Mayor

Subject: Office/Warehouse Lease Agreement between Miami-Dade County and [REDACTED], for
Property located at [REDACTED], Doral, Florida

Executive Summary

This item presents for Board of County Commissioners (Board) approval an office/warehouse lease agreement (Lease) between Miami-Dade County (County) and [REDACTED] (Landlord) for the use of the property located at [REDACTED], Doral, Florida (Premises), to be utilized by the Miami-Dade Sheriff's Office (MDSO). The Lease grants the use of warehouse and general office space and includes common parking with other tenants for a lease term of five years with a one, five-year option to renew. The County has no record of negative performance with the Landlord.

Recommendation

It is recommended that the Board approve the Lease between the County and Landlord for the use of the Premises to be utilized as warehouse and general office space on behalf of MDSO. More specifically, the resolution:

- Approves the lease of office/warehouse space, to include parking in common with other tenants; and
- Authorizes a lease term of five years, with one, five-year option to renew.

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

Scope

The Premises is located in Commission District 12, which is represented by Commissioner Juan Carlos Bermudez. Written notice of the Lease was provided to Commission District 12.

Delegated Authority

This item authorizes the County Mayor or the County Mayor's designee to execute the Lease, and to exercise all other rights conferred therein, including but not limited to, the right to exercise the optional renewal terms set forth in the Lease and the right to terminate the Lease.

Fiscal Impact/Funding Source

The fiscal impact to the MDSO for the first year of the Lease term is estimated to be \$151,815.30, which is comprised of (i) \$109,746.00 in annual base rent; (ii) lease management fees of approximately \$5,487.30, equal to five percent of the annual base rent, to be paid to the Internal Services Department (ISD) or its successor department for administration of the lease; and (iii) reimburse the Landlord's pro-rata share of operating expenses, which are estimated to be \$36,582. The total projected fiscal impact to the MDSO for the initial five-year term of the Lease is estimated to be \$818,359.53, including base rent, operating expenses and lease management fees. The total fiscal impact for the Lease term, including the one, five-year optional renewal period, is estimated to be \$1,802,874.98. The funding source for this Lease is the MDSO's General Fund.

The Lease includes an annual rental increase of four percent beginning the second year, and each subsequent year thereafter. Should the County choose to exercise the five-year option to renew, the rent will be negotiated and adjusted to reflect the then-fair-market value of the property, as established by a property appraiser chosen by the County and reasonably acceptable to Landlord. The County will have the right to terminate the Lease, without cause, by providing 90 days' notice.

ISD conducted an internal survey of the comparable rental values in the area of the property to determine the subject property's market rental value. The findings are provided below:

- 8280 NW 27 Street, Doral, Florida - \$26 per square foot on an annual basis. Tenant is responsible for all operating costs and expenses.
- 2782-2898 NW 79 Ave, Doral, Florida - \$27 per square foot on an annual basis. Tenant is responsible for all operating costs and expenses.
- 8491 NW 17 Street, Doral, Florida - \$25.25 per square foot on an annual basis. Tenant is responsible for all operating costs and expenses.

Track Record/County Monitor

The County has no record of negative performance issues with the Landlord. Cindy Ramos-Leal of ISD is the Lease Monitor.

Background

Resolution No. R-962-11, approved by the Board on November 15, 2011, authorized the previous lease agreement with the County for an initial term of five-years, with one, five-year renewal option. The previous lease agreement expired on November 14, 2021. After the previous lease's expiration, the MDSO remained on the Premises on a month-to-month basis under the holdover provision with the prior landlord's permission until that landlord terminated the previous lease in March 2024.

Address for this location should be considered confidential and exempt pursuant to the County's security and fire safety system, FS 119.071(3), and pursuant to the exemption for Agency Cybersecurity information, FS 119.0725



Carladenise Edwards
Chief Administrative Officer



MEMORANDUM

(Revised)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: June 3, 2025

FROM: 
Glen Bonzon-Keenan
County Attorney

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

Please note any items checked.

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

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(F)(1)
6-3-25

RESOLUTION NO. R-530-25

RESOLUTION APPROVING TERMS OF A LEASE AGREEMENT BETWEEN [REDACTED], A FLORIDA LIMITED LIABILITY COMPANY AS LANDLORD AND MIAMI-DADE COUNTY AS TENANT FOR THE PREMISES TO BE UTILIZED BY MIAMI-DADE SHERIFF'S OFFICE AS WAREHOUSE AND OFFICE SPACE FOR AN INITIAL FIVE YEAR-TERM, WITH ONE ADDITIONAL FIVE-YEAR OPTION TO RENEW, HAVING A TOTAL FISCAL IMPACT TO THE COUNTY ESTIMATED TO BE \$1,802,874.98 FOR THE INITIAL TERM PLUS THE ONE FIVE-YEAR OPTION TO RENEW; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE SAME, TO EXERCISE ANY AND ALL OTHER RIGHTS CONFERRED THEREIN, AND TO TAKE ALL ACTIONS NECESSARY TO EFFECTUATE SAME

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby incorporates the foregoing recital and approves the lease agreement between Miami-Dade County, as tenant, and [REDACTED], a Florida limited liability Company, as landlord, for the premises to be utilized as warehouse and office space, in substantially the form attached hereto as Attachment 1 ("Lease"), having a total fiscal impact to the County in the amount of approximately \$1,802,874.98 for the initial five year term plus one five-year option to renew; and authorizes the County Mayor or County Mayor's designee to execute the Lease on behalf of Miami-Dade County, to exercise any and all other rights conferred therein, and to take all actions necessary to effectuate the Lease.

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

Anthony Rodriguez, Chairman	aye		
Kionne L. McGhee, Vice Chairman	aye		
Marleine Bastien	aye	Juan Carlos Bermudez	aye
Sen. René García	aye	Oliver G. Gilbert, III	aye
Roberto J. Gonzalez	aye	Keon Hardemon	aye
Danielle Cohen Higgins	aye	Eileen Higgins	aye
Natalie Milian Orbis	aye	Raquel A. Regalado	aye
Micky Steinberg	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 3rd day of June, 2025. 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.

SMG

Sophia Guzzo

OFFICE LEASE

by and between


a Florida Limited Liability Company
("Landlord")

And

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

Dated as of

_____, , 2025

Folio No.: 

OFFICE LEASE

This Office Lease ("Lease") is, dated _____, 2025 (the "Commencement Date"), made between _____, a Florida Limited Liability Company ("Landlord"), whose principal place of business is located at _____, Aventura, FL 33160, and Miami-Dade County, a political subdivision of the State of Florida, whose principal place of business is located at 111 N.W. First Street, Miami, Florida 33128 ("Tenant").

LEASE OF PREMISES

Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, subject to all the terms and conditions set forth herein, that certain office space, consisting of approximately _____ rentable square feet, located at _____, Doral, Florida 33172 (the "Premises"), and is taxed under Folio Number: _____ (the "Building"). The Premises is part of an overall parcel improved with landscaping, parking facilities and other improvements, fixtures, common areas, and appurtenances now or hereafter placed, constructed, or erected on the land. A Summary Report of the Building, land and appurtenances (the "Property") is attached hereto, marked as "**Exhibit A**" and incorporated herein by this reference.

BASIC LEASE PROVISIONS

1. **Tenant:** Miami-Dade County, a political subdivision of the State of Florida.
2. **Building:** _____, Doral, Florida 33172. Comprised of a total of approximately _____ square feet of rentable space.
3. **Property (including Folio No.):** _____.
4. **Premises:** _____ Doral, Florida 33172.
5. **Size of Rentable Area:** approximately _____ rentable square feet.
6. **Term:** The initial term of this Lease is for five (5) years, commencing on the Lease Commencement Date and expiring five (5) years thereafter.
7. **Base Rent:** _____ per square foot with a 4% percent rental increase each year.

Period	Monthly Base Rent	Annual Base Rent	Square Foot Cost
Year 1	\$9,145.50	\$109,746.00	
Year 2	\$9,511.32	\$114,135.84	
Year 3	\$9,891.77	\$118,701.27	
Year 4	\$10,287.44	\$123,449.32	
Year 5	\$10,698.94	\$128,387.30	

8. **Additional Rent:** The 2024 Estimated Operating Expenses are \$7.00 per square foot, subject to reconciliation.

9. **Renewal Option(s):** The Tenant shall have one (1) five (5) year Renewal Option Period. The Tenant's rights and obligations pertaining to the Renewal Option Period are described in Section 2(b) of this Lease.
- Base Rent during Renewal Option Period:** Base Rent for the first year of the Renewal Option Period shall be the greater of (a) Fair Rental Value of the Premises, as determined in accordance with Exhibit B and (b) \$135,522.79. On the first day of each succeeding year of the Renewal Option Period, Base Rent will increase to 104% of the Base Rent prior to such increase.
10. **Service and Utilities:**
- (a) Water: Landlord during the term hereof shall pay all charges for water used by the Tenant.
 - (b) Electrical: The Premises is separately metered. Tenant during the term hereof shall pay all charges for electricity directly to Florida Power & Light.
 - (c) Janitorial: Tenant at its sole cost and expense shall perform or cause to be performed in the Premises, during the term of this Lease Agreement, janitorial services to the Premises on a daily basis (Monday through Friday).
 - (d) Renovation: Intentionally deleted.
 - (e) Waste: Tenant during the term hereof shall arrange for and shall pay all charges for waste disposal services used by Tenant.
 - (f) Pest Control: Tenant, at its sole cost and expense, shall perform pest control services in the Premises.
11. **Tenant's Pro Rata Share of Common Area Maintenance Expenses:** Tenant shall be responsible for its pro-rata share of Common Area Maintenance for the building and surrounding areas including real estate taxes, insurance, and common area maintenance along with electrical and water usage, janitorial services, waste disposal services, and pest control, pursuant to Section 5, "Services and Utilities".
12. **Cost for Build-out:** None
13. **Security Deposit:** None
14. **Lease Commencement Date:** This Lease shall commence on the first (1st) day of the month after the approval of this Lease by the Miami-Dade County Board of County Commissioners (the "Board") (as evidenced by the adoption of a resolution approving this Lease and after the required ten (10) day veto period of the County Mayor has expired or been waived), or if the County Mayor vetoes this Lease, then after subsequent approval of two-thirds (2/3) vote of the Board, and after execution by the County Mayor and attestation by the County Clerk (the "Commencement Date"). The Commencement Date shall be memorialized on the first page of this Lease.
15. **Termination Date:** Five (5) years after the Lease Commencement Date, unless extended pursuant to Section 9.

16. **Right of Early Cancellation:** Tenant shall have the right, at any time, without cause, to terminate this Lease by giving the Landlord at least ninety (90) days' advanced written notice of such cancellation. Upon such cancellation, this Lease shall terminate as though the cancellation date were the date originally fixed as the end of the term of this Lease.
17. **Holdover:** 100% month-to-month holdover of the then-current Base Rent, subject to the commencement of good faith lease negotiations. If lease negotiations have not commenced, rent during such month-to-month tenancy shall be 104 % of the then-current Base Rent.
18. **Broker(s)**
- Landlord's Broker:** Capital Commercial Group, Inc. d/b/a Casal Group; Ernesto Casal, Broker
- Tenant's Broker:** Vivo Real Estate Group
19. **Number of Parking Spaces:** Four (4) reserved onsite parking spaces.
20. **Address for Notices:**

To Landlord:


Aventura, FL 33160

To Tenant:

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

With a copy to:

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

This Lease consists of the foregoing introductory paragraphs and Basic Lease Provisions (consisting of paragraphs 1 through 20), along with any and all exhibits, all of which are incorporated herein by this reference. In the event of any conflict between the information contained in the Basic Lease Provisions, and the language in the Standard Lease Provisions, which follow, the Standard Lease Provisions shall control.

STANDARD LEASE PROVISIONS

1. LEASE GRANT

(a) Landlord hereby leases to the Tenant that certain Premises, which is located at [REDACTED], Doral, Florida 33172, consisting of an agreed [REDACTED] rentable square feet of space. The Premises is located within the building located at [REDACTED], Doral, Florida 33172, which building is part of the property taxed under Folio Number: [REDACTED] (the "Building"), and which overall property is also improved with landscaping, parking facilities and other improvements, fixtures, common areas, and appurtenances now or hereafter placed, constructed, or erected on the land. A Summary Report of the Building, land and appurtenances (the "Property") is attached hereto, marked as "Exhibit A" and incorporated herein by this reference.

(b) Landlord leases the Premises to the Tenant, and the Tenant hereby leases the Premises from the Landlord together with the right in common with others to use all appurtenances of the Building and the Property that are designated by the Landlord for the common use of tenants and others, such as sidewalks, reserved and unreserved parking areas, elevators, common corridors, lobby areas, and restrooms (the "Common Areas"). The Common Areas are subject to Landlord's control, including, but not limited to, the right to make changes in the Common Areas, the right to close any Common Areas, the right to make improvements to the Common Areas, and the right to add onto to the Common Areas.

(c) The Tenant hereby accepts the Premises in its current "as-is" "where-is" condition, with any and all faults, except that all mechanical, electrical and plumbing systems inside the Premises shall be in good condition and in good working order as of the Commencement of this Lease. Tenant shall notify the Landlord within fifteen (15) days of the Commencement of the Lease if there are any mechanical, electrical and/or plumbing systems inside the Premises that are not in good condition and/or in good working order.

(d) The Tenant shall have the use of four (4) parking spaces for its exclusive use (reserved) at all times during the Term of this Lease, in addition to the general use of the entire parking lot (excluding spaces reserved for other tenants) for its employees, agents, contractors, licensees, and invitees pursuant to Section 1(e) below, which parking spaces may be utilized at all times. Such parking spaces shall conform to all existing governmental codes in effect at the time of Tenant's occupancy; Tenant acknowledges and agrees that none of the four (4) spaces is compliant with handicapped parking or any other special parking requirements. Landlord will mark the spaces as reserved for Tenant.

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

2. TERM/RIGHTS TO CANCEL

(a) Initial Term. The initial term of this Lease shall be for a period of five (5) years and shall commence on the Commencement Date as memorialized in the first page of this Lease.

Tenant acknowledges that, due to County processes, there is uncertainty as to when the fully executed Lease will be returned to the Landlord. Therefore, Tenant has agreed if the Tenant has not returned a fully executed Lease to Landlord on or before the sixtieth day after the date the Landlord delivers this Lease to the Tenant with Landlord's signature, then at any time thereafter, until Landlord's receipt of a fully executed Lease, Landlord may terminate this Lease by notice to the Tenant ("Landlord Cancellation Notice") delivered at any time before the date the fully executed Lease is delivered to Landlord, and upon delivery of the Landlord Cancellation Notice this Lease will be void and of no further force or effect, the parties relieved of all obligations hereunder, and neither party shall have any claims against the other party on account of the failure of Tenant to deliver a fully executed Lease.

The termination rights set forth in this Section 2(a) will supersede any contrary provision in this Lease.

(b) Renewal Option. Subject to the provisions hereinafter set forth and provided Tenant is not in default of any of the terms of the Lease at the time of exercise of the following described renewal terms, the Landlord hereby grants to the Tenant an option to extend the term of this Lease, on the same terms, conditions, and provisions as contained in this Lease, except as otherwise provided in this paragraph (but no renewal options shall be reimposed). The Landlord hereby grants the Tenant the option to extend the term of this Lease for one (1) five-year period commencing on expiration of the initial term. The renewal option shall be exercisable by written notice from the Tenant to the Landlord not later than one hundred and eighty (180) days prior to the last day of the initial term. The monthly rent for the Premises payable during the renewal option period be as set forth in Section 9 of the Basic Lease Provisions. Upon the Tenant timely exercising this option, this Lease shall be renewed as set forth above.

(c) Holdover. If Tenant retains possession of the Premises after the expiration of this Lease, including any and all renewals or the earlier termination of this Lease, unless otherwise agreed in writing, such possession shall automatically become one of month-to-month tenancy, and the Rent shall be one hundred (100%) percent of the monthly base rent, in effect immediately prior to the expiration subject to the commencement of lease negotiations in good faith between Landlord and Tenant, and all of the other terms and conditions of this Lease shall remain the same, and be applicable during such holdover period. If lease negotiations have not commenced, rent during such month-to-month tenancy shall be 104% of the then-current Base Rent, and all of the other terms and conditions of this Lease shall remain the same, and be applicable during such holdover period.

(d) Early Cancellation by the Tenant. The Tenant shall have the right, at any time, without cause, to terminate this Lease by giving the Landlord at least ninety (90) calendar days advanced written notice of such cancellation. Upon such cancellation, this Lease shall terminate as though the cancellation date were the date originally fixed as the end of the term of this Lease.

3. **RENT**

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

(b) The Tenant agrees to pay Base Rent to the Landlord for the initial term as set forth in Section 9 of the Basic Lease Provisions. In addition, base rent for the month which includes the Commencement Date will be due and payable on or before the Commencement Date and will be prorated for any partial month.

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

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

(e) Tenant's Pro Rata Share of Common Area Maintenance. The Tenant shall be obligated to pay to the Landlord Tenant's share of the Common Area Maintenance expenses, as defined herein ("Common Area Maintenance"). The expenses for Common Area Maintenance are and shall mean expenses of any kind or nature which are necessary, ordinary, and customarily incurred with respect to the operation, repair, replacement, and maintenance for the common areas of the Building and/or the Property, during a calendar year, and is generally charged as a common area maintenance expense to tenants by Landlords of comparable buildings in the Miami-Dade County, Florida area. Expenses for Common Area Maintenance includes all costs and expenses of every kind and nature paid or incurred by Landlord in cleaning, operating, altering, refurbishing, mechanically equipping, decorating, lighting, landscaping, insuring, owning, repairing, improving, restoring, renovating, replacing, and maintaining all of the common areas of the Building and/or the Property, including signs, and utilities serving and/or required to be maintained in and to the Building and/or the Property (including access ways and loading/parking zone area(s) contiguous to the Building and available for use by occupants of the Building by reason of leasehold rights, or if Landlord is otherwise required to maintain or repair same). Notwithstanding any other provisions of this Lease, the parties agree that expenses for Common Area Maintenance shall not include those costs and/or expenses that are the sole financial responsibility of the Landlord, such as, but not limited to, expenses which are directly related only to the interior of a leased space, the structural portions of the Building including the roof, foundation, and/or the curtain walls of the Building, capital costs or expenses the costs of repair for any repairs to the roof and/or roof membrane, repair and replacement of any energy management system, costs related to the HVAC system, costs related to capital expenditures, Landlord's wages, unemployment taxes, social security taxes, the cost or expense to process or handle bills and/or invoices as well as other similar items typically performed by Landlords in similar buildings located in Miami-Dade County, Florida. Common Area Maintenance expenses include real estate taxes which term includes all taxes imposes

against the Property whether known, unknown, general, special, anticipated or unanticipated. If Tenant does not object to any annual reconciliation of Common Area Maintenance Expenses on or before six (6) months after the date such reconciliation is received by Tenant, the reconciliation will be deemed to be accepted by Tenant.

(f) Pro Rata Share of Operating Expenses and Taxes. No other costs, expenses or fees are required to be paid by the Tenant, with the exception of waste disposal services and electricity, which Tenant will pay directly to the service provider, pursuant to Section 5, "Services and Utilities".

(g) Unless Tenant provides Landlord with a current sales tax exemption certificate, Tenant will be responsible for all sales tax due on all rent and other payments described herein.

4. PURPOSE

(a) The Tenant shall use the Premises for general office and warehousing of vehicles, equipment and tools by the Miami-Dade Police Department (or an elected county constitutional officer, if assigned in accordance with Section 9), not inconsistent with the character and type of tenancy found in comparable buildings utilized by governmental agencies and/or entities. The Premises shall not be utilized for any other purpose without the prior written consent of the Landlord, which will not be unreasonably withheld, unless such use is specifically prohibited herein this Lease.

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

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

disturb other tenants, except in the course of repair, or alterations, or at other times authorized by the Landlord.

5. **SERVICES AND UTILITIES**

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

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

(c) Electrical. The Premises is separately metered. Tenant shall be responsible for payment of all charges for electricity consumed on the Premises from the date the Premises are delivered to Tenant through the end of the term or holdover period, if applicable. Tenant shall establish an account with the electrical utility provider and pay for its electrical usage. Tenant shall be responsible for the replacement of all light bulbs in the interior of the Premises.

(d) Janitorial. Tenant at its sole cost and expense shall perform or cause to be performed in the Premises, during the term of this Lease Agreement, janitorial services to the premises on a daily basis (Monday-Friday) which shall include emptying trash receptacles in the Premises into the exterior trash bins arranged for by Tenant, providing trash liners as necessary, replacing toilet paper and hand towels, cleaning and sanitizing lavatories, kitchen areas and drinking fountains, and sweeping or vacuuming floors as necessary. All trash shall be disposed of in sealed containers so as not to attract vermin. The Landlord shall provide exterior window washing, exterior light bulb replacement, landscaping and parking lot maintenance.

(e) HVAC. Tenant acknowledges that the HVAC system for the Premises serves only the Premises and therefore Tenant has access to the HVAC system on a 24/7 basis.

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

(g) Pest Control. Tenant shall be solely responsible for providing pest control in the Premises.

(h) Cleanliness. Landlord, at its sole cost and expense, but as part of the Common Area Maintenance, shall maintain the Property, in a neat, clean and sanitary condition, and shall keep sidewalks, walkways, and the parking lot area adjoining the Building clean and free from rubbish, and shall store all trash and garbage collected by or for Landlord within the appropriate trash receptacle, and shall arrange for the regular pick up of such trash and garbage. Further, within the common areas of the Building, the Landlord shall not permit graffiti, rubbish, refuse, garbage, or any dirty (unhygienic) condition to exist, or otherwise allow for any unsightly or unsanitary condition to exist in the common areas of the Property. Landlord's obligations in this paragraph shall be performed during such intervals as are determined by Landlord in its reasonable discretion.

6. MAINTENANCE AND REPAIRS

(a) Landlord's Duties. Notwithstanding any other provisions of this Lease, the Landlord shall repair and maintain the structural portions of the Building, including, but not limited to, common areas of the Building, elevators, plumbing, HVAC systems (including, but not limited to, filters for HVAC), and electrical systems that are installed or furnished by the Landlord throughout the Building and the Premises, unless maintenance and repairs are required on account of the negligence, or the intentional or willful act of the Tenant, its agents, employees, licensees, or invitees, in which case the Tenant shall pay the Landlord the cost of such maintenance and/or repairs, less the amount of any insurance proceeds received by the Landlord on account thereof, or at Landlord's option, such repairs will be performed by Tenant. The Landlord shall be solely responsible for any and all damages and repairs caused by the Landlord, and/or its employees, agents and/or contractors. The Landlord shall maintain and keep in good order, condition, and repair the Building, including, but not limited to, the roof; foundation; the curtain wall, including any and all glass connections; all exterior doors; exterior locks on exterior doors and windows; ballasts, plumbing, fixtures, the Building ventilation system; Building telephone systems; alarm systems; the lobby(ies); the corridors; any and all flooring, including any carpeting or tile repair or replacement; electrical closets; interior portions of the Building, both above and below grade which are not covered by this lease; pest control; landscaping; walkways; pathways; sidewalks; and parking lot area. The Landlord shall comply with any and all building and zoning codes, as applicable. The Landlord shall make any and all repairs within a reasonable period following receipt of notice of the need thereof from the Tenant. The Landlord shall also keep in good order, condition, and repair all Building equipment used by the Tenant in common with other tenants, and replace the same at the end of such equipment's normal and useful life. In the event that the Landlord fails to commence required maintenance or repair of the Building, the Premises, and/or the Land within sixty (60) days after written notice thereof from Tenant or such additional period of time as may be necessary to obtain the permits, equipment, parts and labor required to perform such work, or thereafter fails to diligently perform such repairs and maintenance to completion, subject to force majeure, the Tenant, unless otherwise described in this Lease, shall have the right, but shall not be required to do so, to make any and all repairs to the Building, the Premises, and/or the Land, which the Tenant reasonably believes is necessary to timely and properly operate its business functions, and/or which present a reasonable concern for safety of the Tenant, or any of its agents, vendors, employees, licensees, or invitees, and the reasonable and customary documented out of pocket cost of such repairs, including materials, labor, and overhead, at Tenant's election may be invoiced to the Landlord, or such amount may be deducted from the Base Rent. The Landlord shall not be liable to Tenant for any injury or interference with Tenant's business no matter what the cause, nor shall Landlord be liable to Tenant for any injury, damage or destruction of Tenant's personal property, no matter what the cause. The costs of the work described in this paragraph shall be includable in common area maintenance charges if permitted by other provisions of this Lease. Tenant will be responsible for the cost (or at Landlord's option, the performance at Tenant's cost), of any of the foregoing work caused by Tenant or its employees, agents or contractors.

(a.1) Notwithstanding the forgoing, in the event that the Landlord fails to commence required maintenance or repairs to the HVAC system within twenty-four (24) hours, or such additional period of time as may be necessary to obtain the permits, equipment, parts and labor required to perform such work, after written notice thereof from Tenant that the system is not heating or cooling to existing performance

standards the Tenant shall be authorized to do any of the following: (i) hire a third-party company to make the necessary repairs to the HVAC system, and reduce the Base Rent payment by no more than 50% for the reasonable and customary documented out of pocket costs associated with such repair(s); (ii) and/or (iii) not occupy the Premises, and reduce the Base Rent by the number of days that the HVAC system was not heating or cooling to existing performance standards as of the Commencement Date, and on which Premises was not utilized by the Tenant.

(a.2) In order to minimize any disruption to the Tenant's use of the Premises, the Landlord shall notify the Tenant in advance, with at least 24-hour notice (or lesser time frame if required by the circumstances), of any maintenance and/or repairs to be performed in the Premises, and/or which will affect the Premises. Upon receiving the Landlord's notice of pending repairs and/or maintenance, the Tenant shall reasonably consent to such work (and if Tenant has not responded within three (3) business days, consent shall be deemed to have been given), and the Landlord shall proceed to construct, improve, repair and/or complete any work that is necessary to properly maintain the Premises. Any and all repairs to the Premises shall, to the greatest extent possible, be performed to minimize the impact upon the Tenant, and its employees.

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

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

(60) days of installation of such HVAC system. The Landlord shall maintain a copy of the manufacturer's warranty information, if any, and will cooperate with the Tenant to the extent warranty repairs are required. The provisions of this paragraph are not an agreement by Landlord to any supplemental HVAC system; such a system will require Landlord's consent pursuant to paragraph 7 below.

7. ALTERATIONS AND IMPROVEMENTS

(a) Subject to the provisions of Section 1 (c) above, the Premises are being conveyed in their "as is" condition as of the delivery date, and Tenant agrees to accept the Premises in such condition. The Tenant shall make no alterations, additions, and/or improvements to the Premises, or any portion thereof, without obtaining the prior written consent of the Landlord. The Tenant shall submit any such request to the Landlord at least thirty (30) days prior to the proposed commencement date of such work. Landlord may impose, as a condition to such consent, such requirements as the Landlord may deem necessary in its reasonable judgment, including the manner in which the work is performed, the times during which the work is to be accomplished, approval of all plans and specifications, and the procurement of all building permits and licenses. Further, the Landlord shall be entitled to post notices on and about the Premises with respect to the Landlord's non-liability for mechanics' liens in connections with alterations or improvements made by the Tenant, and Tenant shall not permit such notices to be defaced or removed. Tenant further agrees not to connect any apparatus, machinery, or device to the Building systems, including electric wires, water pipes, fire safety, and HVAC system, without the prior written consent of the Landlord. Tenant shall be responsible for causing all permits opened on account of its work to be closed, all filed Notices of Commencement to be terminated, and all of its contractors and subcontractors to be paid in full.

(b) All alterations, improvements, and/or additions to the Premises shall be deemed a fixture, and thereby a part of the real estate and property of the Landlord, and shall remain upon and be surrendered with the Premises as a part thereof without molestation, disturbance or injury at the end of the term of this Lease, whether by expiration or otherwise, unless the Landlord, by notice given to the Tenant, shall elect to have the Tenant remove all or any such alterations, additions, and/or improvements (excluding non-movable office walls), and in such event, the Tenant shall promptly prior to the termination of this Lease, remove, at its sole cost and expense, such alterations, improvements, and/or additions, and restore the Premises to the condition in which the Premises was in prior to the making of the same, reasonable wear and tear excepted. Notwithstanding the foregoing, all moveable partitions, IT communication cabling and wiring, telephones, and other machines and equipment which are installed in the Premises by or for the Tenant, without expense to the Landlord, and can be removed without structural damage to, or defacement of, the Building or the Premises, and all furniture, furnishing, equipment and other articles of property owned by the Tenant, and located in or about the Premises (all of which are herein called the "Tenant's Property") shall be and remain the property of the Tenant, and shall be removed by the Tenant on or before the last day of the term of this Lease. However, if any damage is caused by the installation, use or removal of the Tenant's Property, Tenant shall repair or pay the cost of repairing any damage and restoring the affected portions of the Building, and/or the Premises, resulting from such installation, use or removal. All additions, improvements, and/or alterations which are to be surrendered with the Premises shall be surrendered with the Premises, as a part thereof, without cost to, or compensation by, the Landlord, at the end of the term of this Lease, or the earlier termination thereof. If Tenant fails to remove any of Tenant's

Property prior to vacating the Premises, , without Landlord's consent which may be withheld in Landlord's sole discretion, the Landlord, at Tenant's expense, may remove and either dispose of , or store, the Tenant's Property and perform any other required clean-up and/or repairs to the Premises. Tenant, within sixty (60) days after receipt of an invoice from the Landlord, shall reimburse the Landlord for the actual cost incurred by the Landlord for the removal, and disposal or storing of Tenant's Property, and the clean-up and/or repair of the Premises. In no event shall Landlord have any liability to Tenant on account of any property which remains on the Premises without Landlord's consent.

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

(d) Tenant shall have the right, at its sole cost and expense, to install a security or burglar alarm system, fire alarm, in or about the Premises. Further, the Tenant shall also be permitted to install an antenna in or about the Premises or on, or within, the Building, to provide better cellular telephone reception primarily for the Tenant, and/or its employees. Plans regarding the installation of antennas or alarm systems must be submitted to the Landlord for prior review and approval. All of the work described in this paragraph shall be subject to the provisions of this Section 7; the location of any installation on the exterior of the Premises is subject to Landlord's sole and absolute discretion, and Tenant shall remain responsible for ensuring that all Building penetrations are watertight. Landlord has no obligation to provide any security at the Property.

(e) Any work by Tenant on the roof or which requires any roof penetration must be performed by Landlord's approved roofer, at Tenant's expense, and must be performed so as not to violate any roof warranty.

8. **RIGHT OF QUIET ENJOYMENT**

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

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

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

9. ASSIGNMENT AND SUBLETTING

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

(b) In the event of any assignment of Tenant's interest in this Lease in accordance with paragraph (a) above, the Permitted Assignee shall assume all rights, benefits and obligations of the Tenant and shall be fully liable for the performance of all of the terms and conditions of this Lease, and Landlord consents to Tenant being released from any further liability or responsibility under the Lease.

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

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

10. **LIENS AND INSOLVENCY**

Tenant shall keep the Premises, the Building, and the Property free from any liens arising out of any work performed, materials furnished, or obligations incurred by the Tenant. In the event any lien is filed against the Property or the Landlord's property as a result of or in connection with any work performed or materials furnished to Tenant or on Tenant's behalf, Tenant shall promptly discharge or satisfy said lien within ten (10) days of receipt of notice of such lien. Tenant shall have no authority to create any liens against Landlord's interest in the Premises, and all persons contracting with Tenant are hereby charged with notice that they must look only to Tenant and to Tenant's interests in the Premises to secure the payment for work done or material furnished at the request or instruction of Tenant. Tenant agrees provide written notification of the foregoing to all contractors, subcontractors, materialmen, mechanics and laborers performing work in the Premises, and a copy of such notice shall be provided to Landlord. In accordance with Florida Statutes § 713.10, Landlord shall have the right to record in the Public Records a notice of this clause. If any lien is filed on account of work performed by or for Tenant, Tenant shall cause the lien to be satisfied or discharged within ten (10) days.

11. **EMINENT DOMAIN**

(a) If any part of the Premises, the Building, and/or the Property (not resulting in a total taking of the Premises, thereby causing a termination of this Lease) is taken under the power of eminent domain, or similar authority or power, or sold under imminent threat thereof, to any public or quasi-governmental authority or entity, this Lease shall terminate as to the part of the Premises so taken or sold, effective as of the date taking, or the date that delivery of possession is required, by such public or quasi-governmental authority or entity. The Rent for the remainder of the term under this Lease shall be reduced in the proportion that the square footage of the Premises is reduced by the taking. In no event will any claim by Tenant reduce the award to which Landlord is entitled.

(b) If a total taking of the Premises, the Building, or the Property occurs, or if a partial taking or the sale of the Building, or the Property occurs, and it: (i) results in an inability of the Tenant to use the Premises for the Tenant's intended purpose, as determined by the Tenant; or (ii) renders the Building unviable or useless to the Tenant, this Lease shall terminate, with such termination being made effective one hundred eighty (180) days after the Tenant receives notice of such taking, or when the taking occurs, whichever is sooner.

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

12. **ACCESS OR ENTRY BY LANDLORD**

(a) Upon twenty-four (24) hours prior written notice to Tenant (except in the event of emergency), the Landlord or Landlord's employees, agents, and/or contractors may enter the Premises at reasonable times for the purpose of inspecting, altering, improving, or repairing the Premises, or other portions of the Building, and for ascertaining compliance by Tenant with the provisions of this Lease. Landlord certifies that Landlord and Landlord's employees have passed a criminal background screening. During the course of any such inspection, the Landlord, and/or its employees, agents, and/or contractors shall be escorted by an employee of the Tenant throughout the Premises. Notwithstanding the foregoing, if Tenant fails to provide an employee to accompany Landlord or its employees, agents or contractors or if a designated employee is not available at the time of the inspection, alteration, improvement or repair, then the provisions of this paragraph will not apply to such entry by Landlord or its employees, agents or contractors.

(b) Landlord may also show the Premises to prospective purchasers, renters (but only within the last ten (10) months of the term of this Lease), or lenders during regular business hours, and upon 48 hours prior written notice to Tenant, provided that the Landlord shall not unreasonably interfere with the Tenant's business operations, or with Tenant's use and occupancy of the Leased Premises. During the course of any such showing of the Premises, the Landlord, and/or its prospective purchasers, renters, or lenders shall be escorted by an employee of the Tenant throughout the Premises, subject to the provisions of the last sentence of 12 (a) immediately preceding.

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

13. **SIGNAGE**

(a) All signs and symbols placed on the doors or windows or elsewhere about the Premises, which are visible from outside of the Premises, shall be subject to the approval of the Landlord, which approval shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, the Tenant shall be permitted to place its logo, and/or shield, and/or flag on or about the Premises at its own sole cost and expense without such being altered, changed, revised, and/or modified by the Landlord. All of Tenant's signs must comply with all applicable governmental requirements.

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

14. **INSURANCE**

(a) Landlord's Insurance. The Landlord will, during the term of this Lease, at its sole cost and expense, carry commercial general liability, fire, windstorm, hail, flood and extended coverage insurance on the improvements of the Premises and the Building .

(b) Tenant's Insurance. The Tenant is self-insured. The Landlord hereby acknowledges that the Tenant is self-insured, and therefore the Tenant shall not be required to secure any type of insurance coverage during the Term of this Lease.

15. **INDEMNIFICATION**

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

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

(c) Subject to the limitations in Florida Statutes, Section 768.28, as such may be amended from time to time, Tenant hereby agrees to indemnify and hold harmless the Landlord and its officers, employees, agents and instrumentalities from and against any and all liability, losses or damages, including attorney's fees and cost of defense which the Landlord or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to, or resulting from the negligence of the Tenant or the negligence of its employees, agents and/or vendors or any matter that occurs within the Premises (except to the extent caused by the gross negligence or willful misconduct of the Landlord).

(d) The provisions of this section survive the termination or expiration of this Lease.

16. **HAZARDOUS MATERIALS**

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

(b) The term "Hazardous Materials" shall mean any substance, material, waste, gas, or particulate matter which at the time of the execution of this Lease or any time thereafter is regulated by any local governmental authority, the State of Florida, and/or the United States Government, including, but not limited to, any material or substance which is: (i) defined as a "hazardous material", "hazardous substance", "extremely hazardous waste", or "restricted hazardous waste" under any provision of the State of Florida and/or the United States Government; (ii) petroleum; (iii) asbestos; (iv) polychlorinated biphenyl; (v) radioactive material; (vi) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C., Section 1251, et seq. (33 U.S.C., Section 1371); (vii) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C., Section 6901 et seq. (42 U.S.C., Section 6903); (viii) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act 42 U.S.C., Section 9601 et seq. (42 U.S.C. Section 9601).

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

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

If the Premises, or any part thereof, or any appurtenance thereto which is necessary for the operation of the Premises, is so damaged by fire, casualty or structural defects, such damage or defects not being the result of any act of negligence by Tenant, or by any of Tenant's agents, employees, vendors, or invitees, that the same cannot be used for Tenant's purposes, which damage cannot be repaired within ninety (90) days, then Tenant and Landlord shall each have the right at any time thereafter and prior to the repair of the damage to elect by notice to the other party to terminate this Lease as of the date of such notice. In the event of minor damage is sustained to any part of the Premises, such damage or defects not being the result of any act of negligence by Tenant, or by any of Tenant's agents, employees, vendors, or invitees, and if such damage does not render the Premises unusable for Tenant's purposes, Landlord shall promptly repair such damage at the cost of the Landlord. In making the repairs called for in this paragraph, Landlord shall not be liable for any delays resulting from *force majeure*. Tenant shall be relieved from paying rent and other charges during any portion of the Lease term that the Premises is uninhabitable, inoperable, or otherwise

unfit for occupancy, or use, in whole or in part, for Tenant's purposes. Rent payments and other charges paid in advance for any such periods shall be credited on the next payment, if any, but if no further payments are to be made, any additional or remaining advance payments shall be refunded to Tenant. The provisions of this paragraph extend not only to the matters aforesaid, but also to any occurrence which is not caused by the direct or indirect action of Tenant or by any of Tenant's agents, employees, vendors, or invitees, and which is beyond Tenant's reasonable control and reasonable efforts, which renders the Premises uninhabitable, inoperable or otherwise unfit for occupancy or use. If Landlord elects, within _sixty (60) days of the damage, to repair such damage, then any prior termination by Tenant will be void, and Landlord shall have a period of 270 days from the date of Landlord's notice within which to repair the damage, failing which Tenant shall then have a right to terminate this Lease at any time until the damage is repaired.

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

(a) It shall be an "Event of Default" if: (i) Tenant fails to pay Rent, or any other charges, when such payment by Tenant is due hereunder, and such failure continues for fourteen (14) business days after receipt of written notice thereof was made to Tenant by the Landlord; (ii) Tenant violates or fails to perform any of the other conditions, covenants, or agreements under this Lease, and such violation or failure continues for thirty (30) calendar days after written notice thereof to Tenant by Landlord, or (iii) if such default cannot be cured within such thirty (30) day period, then if the Tenant commences to cure the default within the thirty (30) day period, but fails to proceed diligently and fully cure the default within an additional ninety (90) days; (iv) Tenant makes a general assignment for the benefit of creditors, or files a petition for bankruptcy, or other reorganization, liquidation, dissolution, or similar relief; (v) a proceeding is filed against the Tenant seeking bankruptcy, reorganization, liquidation, dissolution, or similar relief, which would have a direct impact upon this Lease, and which is not dismissed within one hundred twenty (120) calendar days; and/or (vi) a trustee, receiver, or liquidator is appointed by a court of competent jurisdiction, for the Tenant, or a substantial part of its property and/or assets; (vii) Tenant's interest under this Lease is taken upon execution or by other process of law directed against the Tenant; (viii) Tenant mortgages, assigns (except as expressly permitted in this Lease), or otherwise encumbers Tenant's interest under this Lease.

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

(a) Except as otherwise specified in this Lease, if the Landlord defaults in the performance of any term, condition, and/or covenant hereof, and such default prevents Tenant from conducting its business in the Premises and continues for thirty (30) days after receipt of notice from the Tenant, or if the default cannot be reasonably cured within thirty (30) days then for a reasonable period of time thereafter up to a maximum of ninety (90) days (subject to extensions due to delays in obtaining labor, materials, permits and due to delays caused by force majeure) then the Tenant may, at its option, but subject to the other terms, condition, and covenants of this Lease, terminate this Lease upon thirty (30) days' additional prior written notice to the Landlord; provided that if the default has then been cured, this Lease shall remain in full force and effect and the notice of termination will be void. Further, Tenant also reserves the right, at its option and in lieu of termination, to cure any of the Landlord's defaults, after written notice to the Landlord, if

such default is not cured by Landlord within thirty (30) days after receipt of such written notice, or in the event such default cannot be reasonably cured within thirty (30) days, if Landlord has not commenced to cure such default within such thirty (30) day period, and the Landlord shall immediately (within thirty (30) calendar days) reimburse the Tenant for all reasonable and customary documented costs and expenses required to cure such default, including, but not limited to labor and materials; alternatively, upon thirty (30) days' prior written notice, the Tenant shall be permitted to deduct the amount of such work from the Base Rent, provided the Landlord does not object in writing to such deduction and provided the documented costs of such work which are to be deducted from Rent are reasonable and customary.

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

20. **ATTORNEYS' FEES**

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

21. **EARLY CANCELLATION**

Separate and apart from any other rights granted to the Tenant to cancel or otherwise terminate this Lease, the Tenant shall have the right, at any time, without cause to terminate this Lease by giving the Landlord at least ninety (90) calendar days' advanced written notice of such cancellation. Upon such cancellation, this Lease shall terminate as though the cancellation date were the date originally fixed as the end of the term of this Lease.

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

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

Within ten (10) business days after request, Tenant shall deliver to Landlord, in a form reasonably satisfactory to Tenant and Landlord, a certificate certifying (i) the good standing and absence of default under this Lease, if such is the case; (ii) the absence of set-offs to charges hereunder, if such is the case; (iii) the validity and completeness of a copy of this Lease and all amendments to be attached to the certificate; (iv) the amount of pre-paid rent; (v) the amount of security deposit; (vi) the commencement and expiration dates hereof; (vii) the dates and amounts of the last made and next due rental installments; and (viii) such other matters as Landlord shall reasonably request.

23. **CONDITION OF PREMISES AT TERMINATION**

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

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

24. **NOTICES**

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

To Tenant: Miami-Dade County
Internal Services Department
111 N.W. First Street, Suite 2460
Miami, Florida 33128
Attention: Director

with a copy to: County Attorney's Office
111 N.W. First Street, 28th Floor
Miami, Florida 33128

To Landlord:


Aventura, FL 33160

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

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

Landlord hereby represents and covenants to Tenant that:

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

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

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

(d) Landlord represents to its knowledge that it has not received written notice of any uncured violation of any federal, state, county, and municipal laws and regulations, including, but not limited to any building code, environmental regulation, or other government ordinance or law.

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

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

Tenant hereby represents and covenants to the Landlord the following:

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

and perform pursuant to this Lease, subject to the approval of the Board of County Commissioner, and/or the County Mayor, or County Mayor's designee as set forth herein.

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

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

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

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

(c) No Liability for Exercise of Police Power:

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

28. **FORCE MAJEURE**

In the event that the Tenant or the Landlord shall be delayed, hindered in, or prevented from the performance of any act or obligation required under this Lease by reason of a strike, lockout, inability to procure materials, failure of power, restrictive government laws or regulations, riots, insurrection, or another reason beyond their control, the prevented party shall provide notice to the other party, and the performance of such act shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. In no event will this paragraph apply to the Tenant's payment of rent or other amounts owed hereunder.

29. **RADON GAS**

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

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

Tenant will comply with the rules, regulations and restrictions of the Building, and will cause all of its agents, employees, invitees and visitors to do so; and all changes to such rules will be sent by Landlord to Tenant in writing at least thirty (30) days before such rules are implemented. Notwithstanding the foregoing, should any of the rules for the Building conflict with the terms and conditions of this Lease, then this Lease shall control.

31. **MISCELLANEOUS**

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

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

C.) Relationship of Parties. This Lease does not create the relationship of principal and agent, or of mortgagee and mortgagor, or a partnership, or a joint venture, or of any association between Landlord

and Tenant, the sole relationship between Landlord and Tenant being that of landlord and tenant, or lessor and lessee.

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

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

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

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

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

I.) Holidays. It is hereby agreed and declared that whenever the day on which a payment is due under the terms of this Lease, or the last day on which a response is due to a notice, or the last day of a cure period, falls on a day which is a legal holiday in Miami-Dade County, Florida, or on a Saturday or Sunday, and/or State or Federal holiday, then such due date or cure period expiration date shall be postponed to the next following business day.

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

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

L.) Subordination. This Lease is and shall be subject and subordinate in all respects to any and all mortgages and deeds of trusts, now or hereafter placed on the Building, the Property, and/or the Premises, and to all renewals, modifications, and extensions thereof. Tenant shall, when requested, promptly execute and deliver such written instruments that shall be necessary to show the subordination of this Lease to said mortgages, deeds of trust or such other instruments in the nature of a mortgage. Specifically, if requested by Landlord or Landlord's lender, if any, Tenant shall execute a subordination, non-disturbance and attornment agreement ("SNDA") on Landlord's form on or before ten (10) business days of such request, so long as such SNDA is in a form reasonably acceptable to Tenant, and provided, however, that the loan documents, mortgage, and/or subordination agreement contain a provision which states that the Tenant shall not be disturbed in its possession and occupancy of the Premises during the Term of this Lease provided Tenant is not in default hereunder.

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

N.) No Offer. The presentation and execution of this Lease by the Landlord shall be an offer which may be accepted by the Tenant, and this Lease only becomes valid, binding, and effective upon the execution and commencement of this Lease by both Landlord and Tenant. Further, employees or agents of Landlord have no authority to make or agree to make a Lease or any other agreement or undertaking in connection herewith. Landlord's execution of this Lease prior to Tenant's execution is subject to Landlord's right to terminate as set forth in Section 2.

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

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

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

R.) Incorporation of Prior Agreements. This Lease and the attachments listed herein contain all agreements of the parties with respect to the lease of the Premises and any other matter mentioned herein. No prior or contemporaneous agreement or understanding pertaining to any such matter shall be effective.

S.) No Personal Liability. Tenant agrees that it shall look solely to the estate and property of the Landlord in the Property for the collection of any judgment (or any other judicial process) requiring the payment of money by the Landlord in the event of any default or breach by Landlord with respect to any of the terms, covenants and conditions of this Lease to be observed and/or performed by Landlord, and no other property or estates of the Landlord shall be subject to levy, execution or other enforcement procedures for the satisfaction of Tenant's remedies. Additionally, anything in this Lease at law or in equity to the contrary notwithstanding, Tenant expressly acknowledges and agrees that at no time shall there be construed any personal liability by or on the part of any officer, director, stockholder, principal (disclosed or undisclosed) or representative of the Landlord under or in respect to this Lease and that the Tenant shall not enforce or seek to enforce any claim or judgment or any other matter, personally or directly against any officer, director, stockholder, principal (disclosed or undisclosed), representative or agent of the Landlord, but will look solely to the Landlord's interest in the Property for satisfaction of any and all claims, remedies or judgments (or other judicial process) in favor of Tenant requiring a payment of money by Landlord in the event of any breach by Landlord or otherwise, subject; however to the prior rights of any ground or underlying lessors or holders of any interest encumbering same and no other assets of the Landlord shall be subject to levy, execution or other judicial process for the satisfaction of Tenant's claims.

T) TO THE EXTENT PERMITTED BY LAW, LANDLORD AND TENANT KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM INVOLVING ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE LANDLORD/TENANT RELATIONSHIP, OR THE PREMISES, BUILDING OR PROPERTY. TENANT FURTHER WAIVES THE RIGHT TO INTERPOSE ANY PERMISSIVE COUNTERCLAIM OF ANY NATURE IN ANY ACTION TO OBTAIN POSSESSION OF THE PREMISES.

[THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK]
[ONLY THE SIGNATURE PAGE REMAINS]

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

(OFFICIAL SEAL)

Signed in the presence of:

Print Name: _____

Print Name: _____

LANDLORD


A FLORIDA LIMITED LIABILITY COMPANY

By: RSN
Name: Robert S. N...
Title: Manager

(OFFICIAL SEAL)

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

By: _____
Deputy Clerk

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

TENANT

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

By: _____
Daniella Levine Cava
Mayor

EXHIBIT A

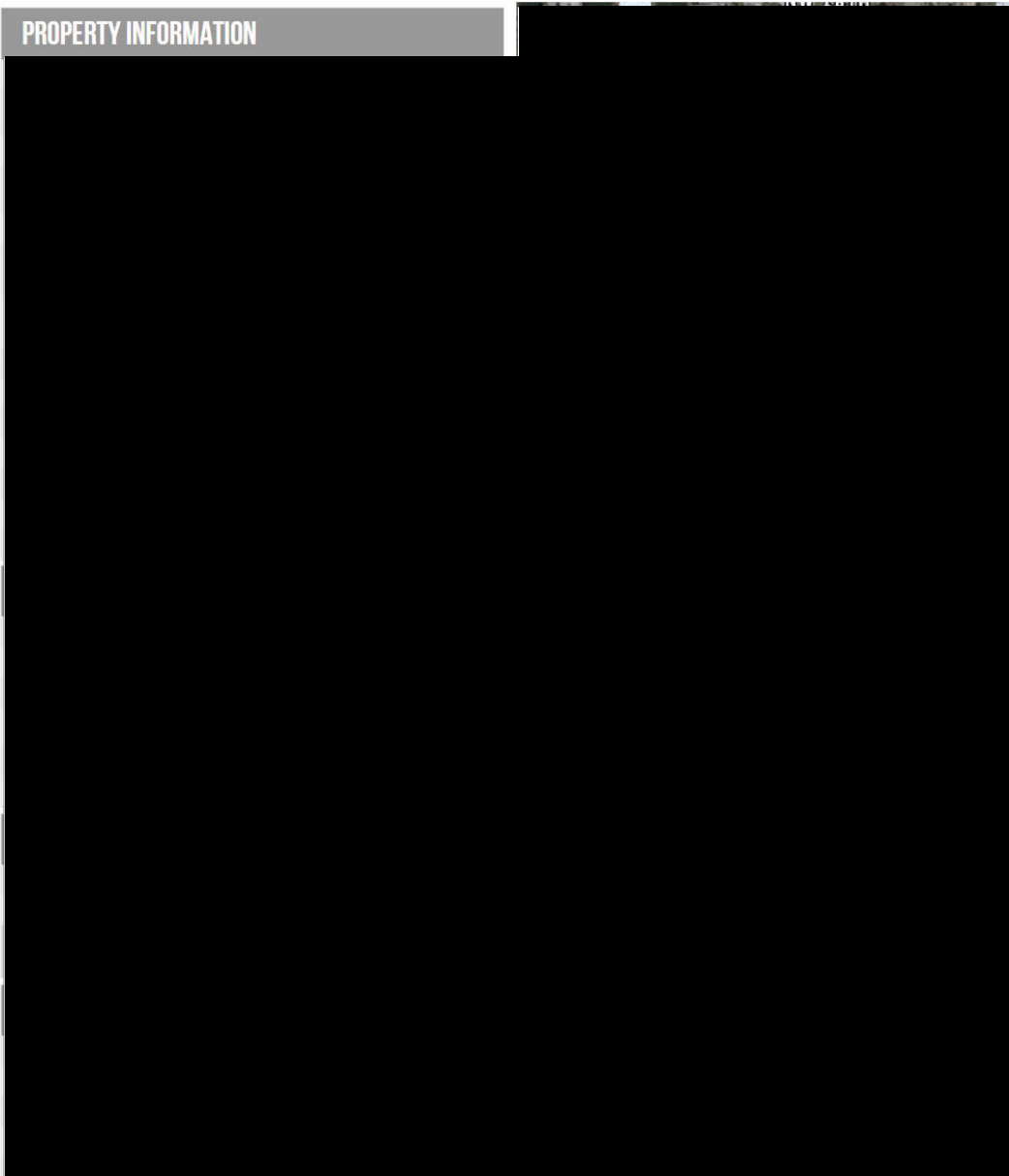


OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On: 08/27/2024

PROPERTY INFORMATION



The Office of the Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at <http://www.miamidade.gov/info/disclaimer>

MDC035

Information redacted and location considered confidential and exempt pursuant to the County's security and fire safety system, FS 119.071(3), and pursuant to the exemption for Agency Cybersecurity information, FS 119.0725.

EXHIBIT B

Renewal Rent.

All terms and conditions of the Lease shall be applicable during the Renewal Term, except that the amount of Base Rent charged for each Renewal Term shall be the then “fair market value” in the Doral / Airport West submarket. If within thirty (30) days following delivery of Tenant’s notice, Landlord and Tenant have not mutually agreed on the fair market value for the Renewal Term in question, then, at Tenant’s option exercised by written notice to Landlord within five (5) days after the expiration of such thirty (30)-day period, the fair market value shall be determined by Brokers as hereinafter described. If Tenant does not timely elect the Broker method, its Option to Renew shall be deemed revoked. If Tenant does timely elect the Broker method, then, within ten (10) days after Tenant’s election of the Broker method, each party shall give written notice to the other setting forth the name and address of a Broker (hereinafter defined) selected by such party who has agreed to act in such capacity, to determine the Prevailing Market Rent. If either party shall fail to select a Broker as aforesaid, the fair market value shall be determined by the Broker selected by the other party. The two (2) Brokers shall jointly appoint a third (3rd) Broker within ten (10) days after the second (2nd) of the two (2) Brokers described above has been designated. Within ten (10) days after the selection of the third (3rd) Broker, Landlord’s Broker and Tenant’s Broker shall each submit their determinations of the fair market value to the third (3rd) Broker, time being of the essence. Within ten (10) days of receipt of such determination, the third (3rd) Broker shall determine the fair market value by selecting either the Landlord Broker’s determination or the Tenant Broker’s determination based upon the third (3rd) Broker’s assessment of which of such two (2) determinations is the most accurate assessment of the fair market value in the third (3rd) Broker’s professional judgment. If either Landlord’s Broker or Tenant’s Broker fails to submit a determination of the fair market value to the third (3rd) Broker within the ten (10)-day period described above, then the third (3rd) Broker shall be deemed to have selected the determination timely provided. Within thirty (30) days after the fair market value is determined as aforesaid, the parties shall, at Landlord’s option, execute an amendment to the Lease setting forth the new Base Rent to be paid for the Renewal Term in question. The failure to execute such an amendment shall not in any manner affect the terms of the Lease with respect to the applicable Renewal Term established pursuant to the terms of this Addendum. For the purposes of this Addendum, “Broker” shall mean a real estate broker licensed in the State of Florida, who has been regularly engaged in such capacity in the business of commercial leasing in the Doral / Airport West submarket for at least ten (10) years immediately preceding such person’s appointment hereunder. Each party shall pay for the cost of its Broker and one-half (½) the cost of the third (3rd) Broker. Tenant shall continue to pay Additional Rent to Landlord in the nature of Operating Expenses (including increases) and Real Estate Taxes throughout the applicable Renewal Term in accordance with the terms of the Lease.