MEMORANDUM

Agenda Item No. 8(F)(1)

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

DATE: October 9, 2025

FROM: Geri Bonzon-Keenan County Attorney

SUBJECT: Resolution approving (1) a Lease Agreement between Miami-Dade County, as tenant, and the Rhomes Building LLC, a Florida limited liability company, as landlord, and (2) an assignment and assumption of Lease Agreement between Miami-Dade County, as assignor, and the state of Florida Department of Health, Miami-Dade County Health Department ("DOH"), as assignee, for the premises located at 10 N Krome Avenue and 12 N Krome Avenue, Homestead, Florida, to be utilized by DOH as office space with a fiscal impact to assignee for the initial year of the lease term of $174,125.00 and at no cost to the County for the entire term of five years plus two five-year options to renew; and authorizing the County Mayor to execute both agreements and to exercise any and all other rights conferred therein and to perform all acts necessary to effectuate same

Resolution No. R-942-25

The accompanying resolution was prepared by the People and Internal Operations Department and placed on the agenda at the request of Prime Sponsor Vice Chairman Kionne L. McGhee.

Geri Bonzon-Keenan
County Attorney

GBK/ks

Memorandum

Date: October 9, 2025

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

From: Daniella Levine Cava Daniella Levine Cava
Mayor

Subject: Lease Agreement between Miami-Dade County and The Rhomes Building LLC*,* and Assignment and Assumption of Lease Agreement to the State of Florida Department of Health, Miami-Dade County Health Department, for Property Located at 10 N Krome Avenue and 12 N Krome Avenue, Homestead, Florida
Lease No. 10-7813-020-0020-L01

Executive Summary

This item seeks approval from the Board of County Commissioners (Board) to authorize the execution of the lease agreement (Lease Agreement) between Miami-Dade County (County), as Tenant, and The Rhomes Building, LLC (Landlord), as well as the approval of the Assignment and Assumption of Lease Agreement to the State of Florida Department of Health (DOH), as Assignee, for the operation of administrative offices for Women, Infants, and Children (WIC). The property is located at 10 N Krome Avenue and 12 N Krome Avenue, Homestead, Florida, within District 9. The proposed Lease Agreement is for a term of five (5) years with two (2) five-year options to renew.

Recommendation

It is recommended that the Board authorize execution of the Lease Agreement between the County and the Landlord for the use of property located at 10 N Krome Avenue and 12 N Krome Avenue, Homestead, Florida. Specifically, the resolution does the following:

- Authorizes the lease of approximately 3,500 square feet of office space together with ten (10) parking spaces in common with other tenants;
- Authorizes a lease term of five (5) years with two (2) five-year options to renew; and
- Authorizes an Assignment Agreement to the Assignee.

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

Scope

The property is in Commission District 9, which is represented by Commissioner Kionne L. McGhee. Written notice of the proposed Lease was provided to the District Commissioner.

Fiscal Impact/ Funding Source:

No County funds will be utilized during the term of the Lease, as the Landlord agrees to the assignment and delegation of all rights, duties, and responsibilities from the County to the DOH. The Lease Agreement, attached to this item's resolution as Attachment 1, contains the Assignment Agreement, attached therein as Exhibit 'B', stipulating such delegation.

The total fiscal impact to Assignee for the initial year of the lease term is $174,125.00, which is comprised of base rent in the amount of $122,500.00 (approximately $35.00 per square foot), $45,500.00 in Common Area Maintenance (CAM) charges and $6,125.00 in a lease management fee that will be paid to the People and Internal Operations Department (PIOD) for administration of the Lease. The lease management fee equals five (5) percent of the annual base rent and is paid to the County by the Assignee. The annual base rent increases by three percent annually on the anniversary of the Commencement date and each year thereafter.

This item has been budgeted by the DOH.

PIOD has conducted a survey of the comparable rental values in the area of the subject property to determine the subject property's market rental value. The findings are as provided below:

- 1400-1420 NE 8 Street, Homestead, Florida – $40 per square foot on an annual basis. Tenant is responsible for its proportionate share of operating costs and expenses.

- 313-317 N Krome Avenue, Homestead, Florida – $32 per square foot on an annual basis. Tenant is responsible for its proportionate share of operating costs and expenses.

Track Record/ County Monitor:
The County has no record of negative performance issues with the Landlord. The company's principal representative is Janser Robaina, Manager. Cindy Ramos-Leal of PIOD is the Lease Monitor.

Delegated Authority:
This item authorizes the County Mayor or the County Mayor's designee (1) to execute the attached Lease, and to exercise all other rights conferred therein; and (2) to execute the attached Assignment Agreement with the State of Florida, and to exercise all other rights conferred therein.

Background:
The current lease for the DOH is at 753 W Palm Drive, Miami, FL 33034. Per Resolution No. R-877-18, approved by the Board on September 5, 2018, the lease is valid until September 30, 2028. The tenant or assignee has the right to cancel the lease at any time without cause, provided they give 60 days' written notice. The intent is to terminate the existing lease and replace it with this new agreement.

The subject property will be utilized by the Assignee for the purpose of providing administrative office space. State law and administrative procedure permits the State of Florida to lease space through the County. No County programs will operate from this leased property and no County funds will be expended in conjunction with this Lease.

The County shall have the right at any time, without cause, to terminate the Lease by providing the Landlord with written notice of termination effective ninety (90) days after delivery of such notice.

PIOD will provide and receive compensation in the amount of $32,518.46 for the five (5) year term for lease management services in accordance with Resolution No. R-118-25.

Carladenise Edwards
Chief Administrative Officer

MEMORANDUM

(Revised)

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

DATE: October 9, 2025

FROM: Geri 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)
10-9-25

RESOLUTION NO. R-942-25

RESOLUTION APPROVING (1) A LEASE AGREEMENT BETWEEN MIAMI-DADE COUNTY, AS TENANT, AND THE RHOMES BUILDING LLC, A FLORIDA LIMITED LIABILITY COMPANY, AS LANDLORD, AND (2) AN ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT BETWEEN MIAMI-DADE COUNTY, AS ASSIGNOR, AND THE STATE OF FLORIDA DEPARTMENT OF HEALTH, MIAMI-DADE COUNTY HEALTH DEPARTMENT ("DOH"), AS ASSIGNEE, FOR THE PREMISES LOCATED AT 10 N KROME AVENUE AND 12 N KROME AVENUE, HOMESTEAD, FLORIDA, TO BE UTILIZED BY DOH AS OFFICE SPACE WITH A FISCAL IMPACT TO ASSIGNEE FOR THE INITIAL YEAR OF THE LEASE TERM OF $174,125.00 AND AT NO COST TO THE COUNTY FOR THE ENTIRE TERM OF FIVE YEARS PLUS TWO FIVE-YEAR OPTIONS TO RENEW; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE BOTH AGREEMENTS AND TO EXERCISE ANY AND ALL OTHER RIGHTS CONFERRED THEREIN AND TO PERFORM ALL ACTS 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:

Section 1. Incorporates the foregoing recital and approves (1) the Lease Agreement ("Lease") between Miami-Dade County, as tenant, and Rhomes Building, LLC, a Florida limited liability company, as Landlord, for premises located at 10 N Krome Ave and 12 N Krome Avenue, Homestead, Florida (Folio No: 10-7813-020-0020), to be utilized by the State of Florida Department of Health, Miami-Dade County Health Department as warehouse space, at no cost to the County, for the initial lease term of five years plus two five-year options to renew, in substantially the form attached hereto; and (2) the Assignment and Assumption of Lease

Agreement ("Assignment Agreement") between Miami-Dade County, as Assignor, and the State of Florida Department of Health, Miami-Dade County Health Department, as Assignee.

Section 2. Authorizes the County Mayor or the County Mayor's designee to execute the Lease and the Assignment Agreement for and on behalf of Miami-Dade County and to exercise any and all other rights conferred therein and to perform all acts necessary to effectuate same.

The foregoing resolution was offered by Commissioner **Raquel A. Regalado**, who moved its adoption. The motion was seconded by Commissioner **Marleine Bastien** 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 the resolution duly passed and adopted this 9th day of October, 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.

Lauren E. Morse

Attachment 1

OFFICE LEASE

by and between

The Rhomes Building LLC
("Landlord")

And

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

For the benefit of: the State of Florida, Department of Health
in Miami-Dade County

Dated as of
1/29/, 2025

Lease No.: 10-7813-020-0020– L01

OFFICE LEASE

This Office Lease ("Lease"), is being entered into and made effective this __ day of _______________, 2024 (Effective Date), between The Rhomes Building LLC ("Landlord"), whose principal place of business is located at 4 North Krome Ave, Homestead, Florida 33030, 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 of the terms and conditions set forth herein, that certain property ("Premises"), which is further described below in *Item 3* of the Basic Lease Provisions, and as described and shown on the illustration attached hereto as Exhibit "A". The Premises is located on the Land as described below in *Item 2* of the Basic Lease Provisions. The Land 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.

BASIC LEASE PROVISIONS

1. **Tenant:** Miami-Dade County, a political subdivision of the State of Florida

2. **Land (Folio No.):** 10-7813-020-0020, lot size is approximately 8,239 square feet.

3. **Premises:** 10 N Krome Avenue and 12 N Krome Avenue, Homestead, Florida 33030, consisting of 3,500 sqft. of shell space along with 10 parking spaces at Homestead Station Garage. Tenant is responsible for the build out of the space, at its sole expense (the "Tenant Improvements"). Prior written consent of Landlord is required for all Tenant Improvements.

4. **Building:** 12,790sqft

5. **Term:** The Term of this Lease is for five (5) years, commencing on the Lease Commencement Date and expiring five (5) years thereafter.

6. **Effective Date:** The Effective Date is the date that this Lease is signed by the Tenant, which may or may not be the Lease Commencement Date.

7. **Lease Commencement Date:** The Lease Commencement Date shall be the first (1) day of the month following the approval of the resolution by the Board of County Commissioners (the "Board") approving this Lease, so long as the required ten (10) day veto period for the County Mayor has passed, or has been waived; but in no event later than _______________ (the "Lease Commencement Date"). However, if the County Mayor has vetoed this Lease, then the Lease Commencement Date shall be

the date that the resolution is subsequently approved by two/thirds vote of the Board; but, in no event later than 10 days from the Lease Commencement Date.

8. **Termination Date:** Five (5) years after the Lease Commencement Date

9. **Base Rent:** Thirty-Five Dollars ($35.00) per square foot. After the first year, the Base Rent shall increase by approximately three (3%) percent each year, including the Renewal Option Period(s), as outlined below.

Base Rent:

10 & 12 N Krome Avenue			
Period	**Monthly Base Rent**	**Annual Base Rent**	**Square Foot Cost**
Year 1	$10,208.34	$122,500.08	$35.00
Year 2	$10,514.59	$126,175.08	$36.05
Year 3	$10,829.59	$129,955.08	$37.13
Year 4	$11,156.25	$133,875.00	$38.25
Year 5	$11,491.67	$137,900.04	$39.40

Renewal Option Period No. 1:

10 & 12 N Krome Avenue			
Period	**Monthly Base Rent**	**Annual Base Rent**	**Square Foot Cost**
Year 1	$11,835.84	$142,030.08	$40.58
Year 2	$12,191.67	$146,300.04	$41.80
Year 3	$12,556.25	$150,675.00	$43.05
Year 4	$12,932.50	$155,190.00	$44.34
Year 5	$13,320.42	$159,845.04	$45.67

Renewal Option Period No. 2:

10 & 12 N Krome Avenue			

Period	Monthly Base Rent	Annual Base Rent	Square Foot Cost
Year 1	$13,720.00	$164,640.00	$47.04
Year 2	$14,131.25	$169,575.00	$48.45
Year 3	$14,554.17	$174,650.04	$49.90
Year 4	$14,991.67	$179,900.04	$51.40
Year 5	$15,440.84	$185,290.08	$52.94

10. **Rent Commencement Date**: Payment of Base Rent by Tenant shall commence on the first (1st) day of the month following the Lease Effective Date. In the event the Lease is signed by the Tenant after the first (1st) day of any given month, the Base Rent for the initial month shall be prorated based on the actual number of days remaining in the month through the first (1st) day following the Lease Effective Date. Such prorated rent shall be due and payable on the Lease Effective Date, alongside any other applicable fees or deposits required under this Lease.

11. **Renewal Option:** Two (2), five (5) year renewal option periods.

12. **Additional Rent:** As additional rent, Tenant shall pay to the Landlord each calendar month, Tenant's proportionate pro-rata share of operating expenses as referenced below in Section 13 and in Section 3, subsection e, of the Standard Lease Provisions. Such operating expenses shall include all maintenance fees, costs and expenses paid, charged or incurred by Landlord in connection with the Property and common areas. All maintenance fees associated with the upkeep of the common areas shall be recalculated at the commencement of each year.

13. **Service and Utilities:**

(a) Water: Tenant, during the Term hereof, shall pay all charges for water used by Tenant, which is separately metered.

(b) Electrical: Tenant, during the Term hereof, shall pay all charges for electricity to the Premises used by the Tenant, which is separately metered.

(c) Janitorial: Tenant, at its sole cost and expense, shall perform or cause to be performed janitorial services in the Premises.

(d) Renovation: Landlord, shall at its sole cost, perform the renovations in the Premises as further provided in Schedule A.

(f) HVAC: Landlord shall install a HVAC system in the Premises. Landlord is responsible for the maintenance of the HVAC system.

(g) Roof: Landlord is responsible for the maintenance of the roof.

(h) Waste: Tenant shall be responsible for determining dumpster/container rental size and frequency of waste removal pick-up services.

(i) Pest Control: Landlord at its sole cost and expense, shall perform and be responsible for all standard pest control services, as may be reasonably needed on a quarterly basis for the prevention of common pests, such as insects and rodents, on the Premises. Should specialized pest control services be required due to infestations of an uncommon or extraordinary nature, the costs for such specialized services shall be equally shared between Landlord and Tenant.

14. **Tenant's Pro Rata Share of Operating Expenses:** Tenant will pay its proportionate share of Operating Expenses for the maintenance and upkeep of the Land. For the year 2024, the property's Operating Expenses are anticipated to be Thirteen Dollars ($13.00) per rentable square foot, per year which equates $45,500.00) which shall be subject to annual reconciliation, as described in Section 3 of the Standard Lease Provisions of this Lease. The annual amount paid monthly as additional rent for the first year is Three Thousand Seven Hundred Ninety-One Dollars and Sixty-Seven Cents ($3,791.67).

15. **Condition of Premises at Lease Commencement**: The Landlord, at Landlord's cost, hereby agrees to undertake and complete the build-out of a "vanilla box" space which shall be delivered to Tenant at the Lease Commencement in turnkey condition. Specifically, Landlord and Tenant hereby agree to the following components and specifications:

a. **Walls**: The construction of all necessary exterior and interior partition walls.

b. **Electrical Systems**: The provision and installation of all required electrical infrastructure, including wiring, outlets, and fixtures, in accordance with applicable safety and building codes and/or regulations.

c. **Bathrooms**: The construction and outfitting of two (2) bathrooms, complete with all necessary plumbing fixtures, ventilation, and finishes, compliant with all relevant building codes and/or regulations.

d. **Flooring**: The installation of suitable flooring materials throughout the Premises, ensuring durability and compliance with all safety and building codes and/or regulations.

e. **Water Fountain**: The provision and installation of a water fountain in a location mutually agreed upon by the Landlord and Tenant, complete with all necessary plumbing connections.

f. **Ceiling**: The installation of ceilings and ancillary fixtures in accordance with all relevant safety and building codes and/or regulations.

g. **Plumbing Systems**: The installation of all necessary plumbing infrastructure to support the bathrooms, water fountain, and any other plumbing requirements.

h. **Air Conditioning**: The provision and installation of an adequate air conditioning system, ensuring proper climate control throughout the Premises, in compliance with all applicable building codes and/or regulations.

Additionally, the Landlord shall be responsible for the maintenance and upkeep of the aforementioned components and systems for the entire duration of the lease term. This responsibility includes performing all necessary repairs, replacements, and routine maintenance to ensure that the premises remain in good working order and condition throughout the lease period.

The Landlord shall ensure that all work performed in relation to the build-out and maintenance of the leased premises adheres to all applicable building codes, health and safety regulations, and industry standards. Additionally, all installations shall be completed in a timely manner, with minimal disruption to the Tenant's business operations.

16. **Security Deposit:** Intentionally Deleted.

17. **Right of Early Cancellation:** Either Party shall have the right, at any time, to terminate this Lease upon at least ninety (90) days' advanced written notice of such cancellation, provided that Tenant is not in breach of any term, condition, or covenant of this Lease, including but not limited to the obligation to pay Rent and Additional Rent...Tenant shall have the right, at any time, without cause, to terminate this Lease by giving the Landlord at least 180 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.

18. **Holdover:** Holdover Rent shall be 100% month-to-month of the Base Rent, as charged in the month proceeding the expiration of this Lease.

19. **Broker(s)**

    Landlord's Broker: Landlord will pay a real estate commission to Cervera Real Estate, per separate agreement.

    Tenant's Broker: None

20. **Number of Parking Spaces:** Tenant, Tenant's patrons and employees, shall have the exclusive right to ten (10) parking spaces at Homestead Station Garage at all times, subject to the availability of such spaces at the Homestead Station Garage and in accordance with the rules and regulations of the Homestead Station Garage. Notwithstanding the foregoing, in no event shall Landlord's obligation to provide such

parking spaces exceed the cost of $120 per space per month. Any costs exceeding $120 per space per month shall be the sole responsibility of the Tenant. The Landlord shall not be liable for any losses incurred by the Tenant, Tenant's patrons, or employees arising from the use of the Homestead Station Garage.

21. **Address for Notices:**

To Landlord:	**To Tenant:**
Yanser Robaina, CEO The Rhomes Building LLC 4 N Krome Avenue Homestead, Florida 33030	Miami-Dade County Real Estate Development Division 111 N.W. First Street, Suite 2460 Miami, Florida 33128 Attention: Director
With a copy to:	**With a copy to:**
Miami Legal PA 350 Sevilla Avenue Second Floor Coral Gables, FL 33134 Bridgette@MiamiLegalpa.com	County Attorney's Office Miami-Dade County 111 N.W. First Street, 28th Floor Miami, Florida 33128

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

STANDARD LEASE PROVISIONS

1. **LEASE GRANT**

(a) Landlord hereby leases to the Tenant that certain Premises, which is located at 10 & 12 N Krome Avenue, Homestead, Florida 33030, consisting of 3,500 rentable square feet of office space. The square footage stated is an estimate and shall not be subject to adjustments and/or re-measurement.

(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 Land that are designated by the Landlord for the common use of tenants and others, such as sidewalks, unreserved parking areas, common corridors, lobby areas, and restrooms (the "Common Areas"). Tenant shall use the Common Areas in accordance with the Building's rules and regulations as may be established and modified from time to time by

Landlord. Tenant agrees to comply promptly with all rules, regulations, and requirements established by Landlord governing the use of such Common Areas.

(c) The Tenant hereby accepts the Premises in its current "as-is" "where-is" condition, with any and all faults, except to the extent that all components shall be in good condition and in good working order as of the commencement of this Lease, and to the extent that the Landlord has agreed to make ny improvements or repairs agreed upon by the Landlord will be outlined in Section 5 of this Lease.

(d) The Landlord hereby grants to the Tenant the non-exclusive right to use, in common with the Landlord, the portions of the Land intended to be used for common use, including, but not limited to parking lot areas, roads, driveways, passageways, landscaped areas.

2. TERM

(a) Initial Term. The initial Term of this Lease is for five (5) years, commencing on the Lease Commencement Date and expiring five (5) years thereafter.

(b) Renewal Option. Subject to the provisions hereinafter set forth, 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, for a period of two (2), five (5) year Renewal Option periods. The Renewal Option periods shall be exercisable by written notice from the Tenant to the Landlord a minimum of one hundred and twenty (120) days prior to the last day of the Term, so long as Tenant is not in default under this Lease. The monthly rent for the Premises, payable during the Renewal Option period, shall increase by three (3%) percent annually, beginning from the amount of the Base Rent for the last month of the Term as outlined in Section 7 of the Basic Lease Provisions. Upon the Tenant exercising its option to renew, this Lease shall be renewed.

(c) Holdover. In the event Tenant retains possession of the Premises after the expiration or earlier termination of this Lease, without the express written consent of Landlord, such possession shall constitute a holdover tenancy subject to all the terms and conditions of this Lease, except that the monthly rent during the holdover period shall be one hundred percent (100%) of the Base Rent last payable under this Lease, calculated on a per month basis for each month or part thereof during which Tenant remains in possession.

(d) **Right of Early Cancellation:** Either Party shall have the right, at any time, to terminate this Lease upon at least ninety (90) days' advanced written notice of such cancellation, provided that Tenant is not in breach of any term, condition, or covenant of this Lease, including but not limited to the obligation to pay Rent and Additional Rent. 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) Intentionally Deleted.

(b) The Tenant agrees to pay Base Rent to the Landlord for the first (1^{st}) year of the Term of this Lease in the amount of One Hundred Twenty-Two Thousand Five Hundred Dollars ($122,500.00), which represents the Rent for a twelve (12) month period, at Thirty-Five Dollars ($35.00) per square foot annually, such amount shall be payable by the Tenant on a monthly basis, in equal monthly installments of Ten Thousand Two Hundred Eight Dollars and Thirty-Four Cents ($10,208.34). Then, commencing on the anniversary of this Lease, and every anniversary thereafter, the Tenant agrees that the Base Rent shall be increased by approximately three (3%) percent over the prior year's Base Rent, as outlined in Section 7, of the Basic Lease Provisions. All lease payments due hereunder are subject to any and all applicable sales and use tax. Notwithstanding the foregoing, all sales and use taxes will be waived upon receipt of Tenant's tax exemption certificate.

(c) All monthly installments of Base Rent shall be payable in advance on or before the twentieth (20^{th}) 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 30^{th} of each year. Tenant acknowledges and agrees that timely payment of Rent and all other payments due under this Lease is of the essence. Tenant shall incur a late fee of five percent (5%) of the overdue amount for each month or portion thereof that such payment remains unpaid, commencing on the first day following the due date. This late fee shall be payable as additional rent without prejudice to any other rights and remedies of Landlord under this Lease or at law.

In the event that any check tendered by Tenant to Landlord is returned for insufficient funds, stop payment, or any other reason, Tenant shall pay to Landlord, in addition to the late fee described above, a returned check fee of Fifty Dollars ($50.00) for each such occurrence. Tenant shall also be responsible for reimbursing Landlord for any bank fees or charges incurred by Landlord as a result of the returned check.

The imposition of late fees and returned check fees are intended as a fair and reasonable estimation of the costs that Landlord will incur by reason of late payment or returned checks and are not intended as a penalty. Tenant's obligation to pay such fees and to perform all other obligations under this Lease shall not be waived, except in writing, by Landlord.

(d) The term "Base Rent" or "Rent" (the terms are interchangeable in this Lease) shall, unless otherwise agreed to by the parties, as evidenced in this Lease, refer to all rent.

(e) "Operating Expenses". In addition to the Base Rent, Tenant shall pay to the Landlord each calendar month Tenant's proportionate pro-rata share of Operating Expenses associated with the Premises, which are incurred during the Term of this Lease and any Renewal Option period. The monthly amount of the Operating Expenses is anticipated to be Thirteen Dollars ($13.00) per rentable square for year 2024. As a result, the agreed upon annual amount of the Tenant's annual proportionate share of Operating Expenses is Forty-Five Thousand and Five Hundred Dollars ($45,500.00) for the first year of the Term of this Lease, and which amount shall be subject to annual reconciliation as provided below.

(f) For purposes hereof "Operating Expenses" are and shall mean the Tenant shall pay its proportionate share of (i) all commercially reasonable costs and expenses incurred by Landlord to manage and administer, as well as perform or contract for those items of maintenance and repair of the Premises, and (ii) all commercially reasonable costs, and expenses incurred by Landlord to maintain and repair the entryway, staircases, stairway, foyer, parking lot, sidewalks, driveways, all landscape areas and other common areas of the Property. (iii) all Real Property Taxes, Property, Hazard, Windstorm and Worker's Compensation Insurance, and the proportionate share of the property manager and management costs. Such amounts are to be adjusted annually by Landlord on the basis of Landlord's actual costs for the previous year.

(g) Landlord's covenants as to maintenance of the Premises. Except with respect to Tenant's repair and maintenance obligations hereunder, Landlord represents, warrants and covenants that it shall maintain the Premises in the same or similar fashion as is reasonable and customary for the operation of similar office buildings in the area in which the Premises is located.

(h) Exclusions from Operating Expenses. Notwithstanding any other provision of this Lease to the contrary, the following items shall be excluded from Operating Expenses charges to be reimbursed or paid by Tenant:

1. All fees costs associated with a merchant's association or any similar association or any promotional fund;
2. Repairs or other work to the other two (2) buildings on the Land, occasioned by fire, windstorm or other casualty of an insurable nature or by the exercise of eminent domain or any expenditures for which Landlord is entitled to from any source including without limitation, insurance and condemnation proceeds;
3. Landlord's cost of repair, maintenance and replacement of all systems servicing the Premises including, but not limited to the HVAC systems, electrical, and plumbing.
4. All costs and expenses specifically associated with the maintenance and repair of the Premises.

5. All costs and expenses specifically associated with leasing to tenants in the other buildings on the Land, including but not limited to tenant improvement allowances, brokerage commissions and architectural fees, if any;
6. Renovating or otherwise improving or decorating, painting or redecorating space to other buildings on the Land for other tenants;
7. Expenses in connection with services or other benefits of a type which are not provided Tenant but which are provided to another tenant or occupant, if any;
8. Costs, fines or penalties incurred due to violation by Landlord or any other tenant of the terms and conditions of any lease, laws or regulations, if any. Any costs, fines, or penalties directly resulting from Tenant's use of the Premises or arising from any Tenant Improvements shall be treated as Additional Rent and shall be due and payable by Tenant.
9. All items and services for which Tenant reimburses Landlord or pays third-parties;
10. Depreciation and amortization;
11. Income taxes, corporate taxes, corporation capital taxes, excise taxes, profits taxes or other taxes personal to the Landlord;
12. Expenses for repairs or maintenance related to the Premises which were reimbursed to Landlord pursuant to warranties or service contracts;
13. Costs incurred in removing the property of former tenants or other occupants of the Premises;
14. Cost of selling, syndicating, financing, mortgaging or hypothecating any of Landlord's interest in the Premises;
15. Costs incurred because of any intentional tort by Landlord, its agents, employees or contractors;
16. Costs for holiday parties and events, and charitable and political contributions; and
17. Any bad debt loss, rent loss, or reserves for bad debts or rent loss.

(i) Reconciliation. Within one hundred and twenty (120) days of the close of each calendar year, upon Tenant's written request, the Landlord shall provide to Tenant an accounting of all Operating Expenses, real property taxes, insurance, and such accounting, which may include copies of relevant invoices and evidence of payment. Any overpayment or deficiency in Tenant's payments for Operating Expenses for each year shall be adjusted between Landlord and Tenant at Landlord's discretion. Upon such adjustment, Tenant shall pay Landlord any deficiency within thirty (30) days of written notice. In the case of overpayment, Landlord may, at its sole discretion, credit Tenant's account(s) or refund Tenant within sixty (60) days of written notice.

(j.) Audit. If Tenant disputes the reconciliation findings, required under Subsection 3(i) above, Tenant will have the right, at its sole cost and expense, within thirty (30) days upon the conclusion of the reconciliation period referenced in Subsection 3(i), upon reasonable prior written notice to Landlord, to inspect Landlord's books and records with respect to the expenses at Landlord's office during normal business hours. Tenant may only review Landlord's books and records for the Lease Year to which the disputed reconciliation statement pertains. In no event shall Tenant's right to audit or the process of audit relieve

Tenant of its obligation to pay all amounts due as provided in this Lease on time. If the results of the audit show an overcharge to Tenant of the actual amount owed by Tenant, then Landlord shall credit or refund to Tenant any overcharge of such items as discovered by the audit within thirty (30) days of completion of such audit. However, Landlord shall not be responsible for the costs of the audit.. If such audit discloses an undercharge of such items billed to Tenant, Tenant shall pay Landlord the amount of such undercharge within thirty (30) days of completion of such audit.

(k.) Tenant's Pro Rata Share. As referred to in this Lease, "Tenant's Pro Rata share " shall mean that portion of such Operating Expenses equal to the costs obtained by multiplying the total of such items for the Premises by a fraction, the numerator of which shall be the rentable floor area of the Premises, and the denominator of which shall be the total rentable floor area of the Building, which equals to 27.37%. Tenant shall have the right to measure and re-measure the Premises, as determined.

4. **PURPOSE**

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

(b) The Tenant shall not, at any time, use or occupy the Premises, or permit any act or omission in or about the Premises, in violation of any law, statute, ordinance, or any governmental rule, regulation, or order, and the Tenant shall, upon written notice from the Landlord, discontinue any use of the Premises which is declared by any governmental authority to be a violation of law. If any law(s) shall 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, including but not limited to any modifications required to comply with the Americans with Disabilities Act (ADA).

(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; (ii) make unobtainable from insurance companies authorized to do business in the State of Florida and fire insurance with extended coverage, or liability, or other insurance required to be furnished by the Landlord under the terms of any lease or mortgage to which this Lease is subordinate at standard rates; (iii) cause or in the Landlord's reasonable opinion be likely to cause physical damage to the Premises; (iv) constitute a public or private nuisance; (v) impair the appearance, character or look of the Premises; (vi) discharge objectionable fumes, odors, or vapors into the air conditioning system of the Premises, or into the Premises flues or vents not designed to receive them or otherwise in such manner as may unreasonably offend other occupants of the Premises; (vii) create unnecessary waste in, on or around the Premises; 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**

The Landlord and Tenant 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.

(a) Water: Tenant, during the Term hereof shall pay all charges for water used by Tenant, which is separately metered.

(b) Electrical: Tenant, during the Term hereof shall pay all charges for electricity services to the Premises used by the Tenant, which are separately metered.

(c) Janitorial: Tenant, at its sole cost and expense shall perform or cause to be performed in the Premises.

(d) Renovation: Landlord, shall at its sole cost, perform the renovations in the Premises as further provided in Paragraph 15 below.

(e) HVAC: Landlord shall install a HVAC system in the Premises. After installation, Landlord shall be responsible for the maintenance, repair, and replacement of same.

(f) Roof: Landlord shall be responsible for the maintenance of the roof and the ceiling tiles within the Premises.

(g) Waste Disposal: Tenant shall be responsible for determining dumpster/container rental size and frequency of waste removal pick-up services.

(h) Pest Control: Landlord at its sole cost and expense, shall perform and be responsible for all reasonable pest control services, as may be reasonably needed on a quarterly basis for the prevention of common pests, such as insects and rodents, on the Premises. Should specialized pest control services be required due to infestations of an uncommon or extraordinary nature, the costs for such specialized services shall be equally shared between Landlord and Tenant.

6. **MAINTENANCE AND REPAIRS**

A. Landlord's Duties.

i. Notwithstanding any other provisions of this Lease, the Landlord shall repair and maintain the structural portions of the Premises, including, but not limited to, the pipes and conduits up to the point of connection to the Premises, HVAC systems, and electrical systems that are installed or furnished by the Landlord throughout the Premises, unless issues to the maintenance and repairs are caused by the negligence, misuse, 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 from the Tenant's policy on account thereof. **Tenant accepts the Premises in an "AS IS" condition and by taking possession of the Premises**, Tenant accepts them as being in good order, condition and repair and in the condition in which Landlord is obligated to deliver them. It is hereby understood and agreed that no representations respecting the condition of the Premises or the Building have been made by Landlord to Tenant, except as specifically set forth in this Lease. To the extent any repairs are required where the obligation to repair lies with the Landlord, Landlord shall not be liable for any failure to make any repairs or to perform any maintenance unless such failure shall persist for an unreasonable time after written notice of the need of such repairs or maintenance is given to Landlord by Tenant.

ii. In the event that mold or mold conditions are present at the Premises and provided mold or mold conditions were not caused by the negligence or willful misconduct involving acts or failure to act by Tenant or its agents or contractors, then Landlord, at its sole cost and expense, unless the mold or mold conditions were caused by Tenant's failure to maintain the Premises in a clean and dry condition, in which case Tenant shall reimburse Landlord for all costs and expenses incurred in the remediation, shall promptly: (A) hire trained and experienced certified mold remediation contractors to prepare a remediation plan and to remediate the mold or mold conditions at the Premises; (B) upon written request, send Tenant notice, in writing, with a copy of the remediation plan, at least two (2) days prior to the mold remediation, stating: (i) the date on which the mold remediation shall start; (ii) which portion of the Premises shall be subject to the remediation; (iii) the name, address, and telephone number of the certified mold remediation contractors performing the remediation; and (vi) the projected date the remediation will conclude; (D) provide Tenant with a draft of the mold remediation report,, upon Tenant's written request, and when such report is finalized, promptly provide Tenant with a copy of the final remediation report, upon Tenant's written request.

iii. In order to minimize any disruption to the Tenant's use of the Premises, the Landlord shall notify the Tenant in advance, within at least 24-hour notice of any maintenance and/or repairs to be performed in the Premises, and/or which will affect the Premises. Upon receiving the Landlord's notice of pending repairs and/or maintenance, , 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, where reasonably possible, be performed during non-business hours, to further minimize the impact upon the Tenant, and its employees.. Except as provided in Section, there shall be no abatement of rent and no liability of Landlord by reason of any injury to or interference with Tenant's business arising from the making of any repairs, alterations or improvements in or to any portion of the Building or the Premises or to fixtures, appurtenances and equipment in the Building. Except to the extent, if any, prohibited by law, Tenant waives the right to make repairs at Landlord's expense under any law, statute or ordinance now or hereafter in effect.

B. Tenant's Duties.

i. The Tenant, at Tenant's sole cost and expense, shall, except for services furnished or otherwise provided by the Landlord, keep and maintain all parts of the Premises, and all trade fixtures contained therein ("within the four walls"), and such portion of the Building and improvements as are within the exclusive control of Tenant in a safe, clean, good and neat condition, and otherwise in good order and repair, promptly making all necessary repairs and replacements, whether ordinary or extraordinary, with materials and workmanship of same character, kind and quality as original. The Tenant shall keep and maintain lavatory, toilet, wash basin, kitchen facilities, (including all plumbing connected to said system installed by or on behalf of the Tenant). Further, the Tenant shall pay for the cost of any repairs to the Premises made necessary by any negligence, omission, 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 perform 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. Intentionally Deleted.

7. **ALTERATIONS AND IMPROVEMENTS**

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

B. Tenant acknowledges and agrees that any and all Systems Installations, improvements, alterations, and/or modifications to the Premises (hereinafter collectively referred to as "Tenant Improvements") shall be performed, at Tenant's sole expense, notwithstanding the agreed-upon buildout referenced herein in Schedule A. Any further alterations undertaken by Tenant shall be completed exclusively by professionals who are fully licensed and insured in accordance with the laws and regulations of the State of Florida, the municipality, and the city in which the Premises is located. The Tenant shall ensure that all Tenant Improvements comply fully with the current building codes, zoning requirements, and any and all other applicable laws, including but not limited to the Americans with Disabilities Act (ADA). Tenant shall ensure that any general contractor and/or professional engaged for alterations, improvements, and/or additions to the Premises shall name the Landlord as an additional insured on all insurance certificates related to such work. This requirement shall be a condition precedent to the commencement of any such work on the Premises by the Tenant or any contractor engaged by the Tenant. The Tenant shall provide the Landlord with a copy of the insurance certificate evidencing the Landlord as an additional insured prior to the initiation of any work on the Premises. Prior to the commencement of any Tenant Improvements, the Tenant shall provide the Landlord with proof of the professionals' licenses and insurance and secure Landlord's prior written consent for all such Tenant Improvements. Furthermore, the Tenant shall secure and maintain, at its own expense, all necessary permits, approvals, and inspections required for the Tenant Improvements.

C. All alterations, improvements, and/or additions (collectively referred to as "Alterations") to the Premises shall be deemed a fixture, and thereby a part of the real estate and property of the Landlord, and shall remain upon and be surrendered with the Premises as a part thereof without molestation, disturbance or injury at the end of the Term of this Lease, whether by expiration or otherwise, unless the Landlord, by notice given to the Tenant, shall elect to have the Tenant remove all or any such alterations, additions, and/or improvements (excluding non-movable office walls), and in such event, the Tenant shall promptly after the termination of this Lease, remove, at its sole cost and expense, such alternations, improvements, and/or additions, and restore the Premises to the condition in which the Premises was in prior to the making of the same, reasonable wear and tear excepted. Notwithstanding the foregoing, all moveable partitions, IT communication cabling and wiring, telephones, and other machines and equipment which are installed in the Premises by or for the Tenant, without expense to the Landlord, and can be removed without structural damage to, or defacement of, the Premises, and all furniture, furnishing, equipment and other articles of property owned by the Tenant (collectively referred to as "Personalty"), and located in or about the Premises (all of which are herein called the "Tenant's Property") shall be and remain the property of the Tenant, and may be removed by the Tenant at any time during the Term of this Lease. Personalty not so removed shall be deemed abandoned by the Tenant and title to the same shall thereupon pass to Landlord under this Lease as by a bill of sale, but Tenant shall remain responsible for the cost of removal and disposal of such Personalty, as well as any damage caused by such removal.

However, if any of the Tenant's property, Alterations and/or Personalty (collectively referred to as "Tenant's Property") is removed, Tenant shall remain responsible for the cost of removal and disposal of Tenant's Property and the cost of repair or pay the cost of repairing any damage to the Premises, resulting from such removal. All additions, improvements, and/or alterations which are to be surrendered with the Premises shall be surrendered with the Premises, as a part thereof, without cost to, or compensation by, the Landlord, at the end of the Term of this Lease, or the earlier termination thereof. Tenant may remain in the Premises up to thirty (30) days after the Termination Date, provided that Tenant pays pro-rated rent for each day through the date it vacates within said 30 days period. Should Tenant remain in the Property beyond said 30 days, Tenant shall be deemed a holdover tenant. Rent, for the sole purpose of removing Tenant's Property. If Tenant fails to remove any of Tenant's Property after vacating the Premises, beyond the aforementioned thirty (30) day period, without Landlord's consent, the Landlord, at Tenant's expense, may remove , store,and/or dispose, Tenant's Property and perform any other required clean-up and/or repairs to the Premises. Tenant, within thirty (30) days after receipt of an invoice from the Landlord, shall reimburse the Landlord for the reasonable and actual costs incurred by the Landlord for the removal, disposal, or storing of Tenant's Property, and the clean-up and/or repair of the Premises.

8. RIGHT OF QUIET ENJOYMENT

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

(b) Landlord shall pay any and all taxes and assessments related to the property, except those arising from 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 and/or the Land, so long as the Tenant's use of the Premises is not interfered with throughout the Term of this Lease.

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, the State of Florida Department of Health, and their respective 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, and upon written notice to Landlord of no less than thirty (30) days, assign or sublease the Premises to a different agency or department of the Tenant, and/or the State of Florida, including any department thereof 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.

(b) Notwithstanding the foregoing, the Landlord agrees to the assignment and assumption of all rights, duties and responsibilities of this Lease to the State of Florida, Department of Health in Miami-Dade County. In the event of such assignment by Tenant to the State of Florida, Department of Health in Miami-Dade County, Tenant shall remain liable for any liabilities and obligations to Landlord occurring under this Lease, unless explicitly released by the Landlord in writing. A copy of the Assignment and Assumption of Lease Agreement between the Tenant and the State of Florida, Department of Health in Miami-Dade County is attached hereto as "Exhibit B", and is incorporated herein by this reference.

(c) In the event of any assignment or subletting, not otherwise consented to herein, the Tenant shall remain fully liable for the performance of all of the terms and conditions of this Lease, including payment of rent, unless the Landlord, in writing, consents to the Tenant being released from any further liability or responsibility under this Lease. In the event that the rental payments received by the Tenant from the assignee or sub-lessee exceed the rental payments due under this Lease, the excess shall be due and payable to the Landlord.

(d) 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.

(e) 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 reserves the right to approve or disapprove of the proposed assignment or sublease within a reasonable period of receiving the proposed assignment or sublease. The failure of the Landlord to disapprove any proposed assignment or sublease within a specific timeframe shall not 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, the Land, appurtenant land and Tenant's leasehold interest in the Premises free from any liens arising out of any services, work performed, materials furnished, or obligations contracted and/or incurred by the Tenant. In the event that any lien is filed against the Premises and/or the Land or against any of the Landlord's property, as a result of or in connection with any work performed or materials furnished to the Tenant, or on Tenant's behalf, the Tenant shall promptly discharge or satisfy said lien within ten (10) days following the imposition of any such lien.

NOTICE IS HEREBY GIVEN THAT LANDLORD WILL NOT BE LIABLE FOR ANY LABOR, SERVICES OR MATERIAL FURNISHED OR TO BE FURNISHED TO TENANT, OR TO ANYONE HOLDING THE PREMISES THROUGH OR UNDER TENANT, AND THAT NO MECHANICS' OR OTHER LIENS FOR ANY SUCH LABOR, SERVICES OR MATERIALS WILL ATTACH TO OR AFFECT THE INTEREST OF LANDLORD IN THE PREMISES. TENANT WILL DISCLOSE THE FOREGOING PROVISIONS TO ANY CONTRACTOR ENGAGED BY TENANT PROVIDING LABOR, SERVICES OR MATERIAL TO THE PREMISES.

11. **EMINENT DOMAIN**

(a) If all or any substantial part of the Premises 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, either party to this Lease shall have the right, at its option, of giving the other, at any time within thirty (30) days after such taking, notice terminating this Lease, except that Tenant may only terminate this Lease by reason of taking or appropriation, if such taking or appropriation shall be so substantial as to materially interfere with Tenant's use and occupancy of the Premises, In addition to the rights of Landlord above, if any substantial part of the Premises shall be taken or appropriated by any public or quasi-public authority under the power of eminent domain or conveyance in lieu thereof, and regardless of whether the Premises or any part thereof are so taken or appropriated, Landlord shall have the right, at its sole option, to terminate this Lease. Landlord shall be entitled to any and all income, rent, award, or any interest whatsoever in or upon any such sum, which may be paid or made in connection with any such public or quasi-public use or purpose, and Tenant hereby assigns to Landlord any interest it may have in or claim to all or any part of such sums, other than any separate award which may be made with respect to Tenant's trade fixtures and moving expenses; Tenant shall make no claim for the value of any unexpired Term; provided, Tenant's aware does not reduce Landlord's award or attribute any value to the remaining leasehold interest.

12. **<u>ACCESS OR ENTRY BY LANDLORD</u>**

(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 and for ascertaining compliance by Tenant with the provisions of this Lease. During the course of any such inspection, the Landlord, and/or its employees, agents, and/or contractors shall be escorted by an employee of the Tenant throughout the Premises.

(b) Landlord may also show the Premises to prospective renters (but only within the last six 6) months of the Term of this Lease), or lenders during regular business hours, and upon forty-eight twenty-four (24) 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 Premises. During the course of any such showing of the Premises, the Landlord, and/or its renters, or lenders shall be escorted by an employee of the Tenant throughout the Premises. Notwithstanding anything to the contrary contained herein, Landlord shall have the right to show the Premises to any and all prospective purchasers upon forty-eight (48) hours notice to Tenant.

(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, or upon any other part of the Premises, including building directories, shall be subject to the approval of the Landlord, which approval shall not be unreasonably withheld or delayed. Any signage shall be installed at Tenant's own sole cost and expense upon Landlord's written approval.

(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; provided, however, in the event that the Tenant requests any changes to the initial display, the Tenant hereby agrees that any out-of-pocket costs incurred by the Landlord in connection with such changes shall be the responsibility of the Tenant, and shall be reimbursed by the Tenant within ten (10) days following receipt of an invoice..

14. INSURANCE

(a) Tenant's Insurance. The Tenant is self-insured. Further, the Landlord hereby acknowledges that the Tenant's assignee, the State of Florida, Department of Health in Miami-Dade County, is also self-insured.

15. **INDEMNIFICATION AND LIABILITY.** The Tenant, as a state agency, agrees to be fully responsible for acts of negligence by its officers, employees or agents, when acting within the scope of their employment or agency, and agrees to be liable for any damages resulting from said negligence, as provided in Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to whom sovereign immunity may be applicable. Nothing herein shall be construed as consent by the Tenant to be sued by third parties. The Tenant is self-insured through the State of Florida Risk Management Trust Fund, established pursuant to Section 284.30, Florida Statutes, and administered by the State of Florida, Department of Financial Services. The Tenant certifies that it maintains, and agrees to continue to maintain during the term of this Lease, general and professional liability protection coverage through the Risk Management Trust Fund, and certifies that this protection extends to the Tenant, its officers, employees, and agents, and covers statutory liability exposure to the limitations described in Section 768.28, Florida Statutes. The Tenant will convey a copy of its current Certificate of Coverage upon request.

The Landlord shall indemnify and hold harmless the Tenant and its officers, employees, agents and instrumentalities from and any all liability, losses or damages, including attorneys' fees and costs of defense, which the Tenant or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to, or resulting from the gross negligence of the Landlord or gross negligence of its employees, agents, partners, principals or subcontractors. Landlord shall pay all claims and losses in connections therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Tenant, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon.

16. **HAZARDOUS MATERIALS**

(a) The Landlord represents, to its actual knowledge, no Hazardous Materials, as defined below, in the Premises or at the Property in violation of Environmental Laws.. The Landlord further represents that to the best of its actual knowledge and without conducting any independent investigation, the Premises and/or the Land have never been used as a dump for any Hazardous Materials.

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

(c) Tenant shall not, and shall not direct, suffer or permit any of its agents, contractors, employees, licensees or invitees (collectively, the "Tenant Entities") to at any time handle, use, manufacture, store or dispose of in or about the Premises or the surrounding common area property any flammables, explosives, radioactive materials, hazardous wastes or materials, toxic wastes or materials, or other similar substances, petroleum products or derivatives or any substance subject to regulation by or under any federal, state and local laws and ordinances relating to the protection of the environment (collectively "Hazardous Materials") or the keeping, use or disposition of environmentally hazardous materials, substances, or wastes, presently in effect or hereafter adopted, all amendments to any of them, and all rules and regulations issued pursuant to any of such laws or ordinances (collectively "Environmental Laws"), nor shall Tenant suffer or permit any Hazardous Materials to be used in any manner not fully in compliance with all Environmental Laws, in the Premises or the property and appurtenant land or allow the environment to become contaminated with any Hazardous Materials. Notwithstanding the foregoing, Tenant may handle, store, use or dispose of products containing small quantities of Hazardous Materials (such as aerosol cans containing insecticides, toner for copiers, paints, paint remover and the like) to the extent customary and necessary for the use of the Premises as intended purposes; provided that Tenant shall always handle, store, use, and dispose of any such Hazardous Materials in a safe and lawful manner and never allow such Hazardous Materials to contaminate the Premises, the property and appurtenant land or the environment. Tenant shall protect, defend, indemnify and hold each and all of the Landlord Entities[1] (as defined in herein) harmless from and against any and all loss, claims, liability or costs (including court costs and attorney's fees) incurred by reason of any actual or asserted failure of Tenant to fully comply with all applicable Environmental Laws, or the presence, handling, use or disposition in or from the Premises of any Hazardous Materials by Tenant or any Tenant Entity (even though permissible under all applicable Environmental Laws or the provisions of this Lease), or by reason of any actual or asserted failure of Tenant to keep, observe, or perform any provision of this Section

Landlord, at its sole cost and expense, shall be responsible for the cleanup of any Hazardous Materials in the Premises and/or at the Property which were in existence prior to the date of execution of this Lease Agreement (the "Execution Date") and whose presence was not caused by Tenant.

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

If the entire Premises, or any substantial part thereof, or any appurtenance thereto, is so damaged by fire, casualty or structural defects, such damage or defects not being the result of any act of negligence by Tenant, or by any of Tenant's agents, employees, vendors, or invitees, that the same cannot be used for Tenant's purposes, which damage cannot be repaired within 120 days, then Tenant shall have the right within ninety (90) days following damage to the Premises to elect by notice to Landlord to terminate this Lease as of the date of such notice.. If the Premises are rendered wholly untenantable or if seventy-five percent (75%) of the Property is damaged to such an extent that the Property is uninhabitable, then Landlord may elect repair the damage in which case Rent shall cease until such time is as the Leased Premises shall become tenantable, or Landlord may cancel this Lease by notice of cancellation within sixty (60) days after such event and thereupon this Lease shall expire and Tenant shall vacate and surrender the Leased Premises to Landlord. 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,

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[1] *The term "Landlord Entities" shall be defined as Landlord, Landlord's investment manager, members, and the trustees, boards of directors, officers, general partners, beneficiaries, stockholders, employees and agents of each of them.*

Landlord shall promptly repair such damage within a reasonable time after receipt of the insurance proceeds, Rent shall be abated as to that Portion of the Premises rendered untenable. In making the repairs called for in this paragraph, Landlord shall not be liable for any delays resulting from *force majeure*. 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, in whole, or in part, for Tenant's purposes as set forth in Section 4 (a) hereof. Unless this Lease is terminated by Landlord, the proceeds of all of Tenant's insurance claims shall be held in escrow by Landlord's agent for the purpose of repair and replacement. In the event Landlord elects to repair the damage, any abatement or cessation of Rent shall end five (5) days after completion and notice by Landlord to Tenant that the Leased Premises have been repaired, notwithstanding any provision to the contrary contained herein. The parties agree to negotiate the amount of the Rent (plus additional Rent) in the event the Leased Premises are partially destroyed. If any damage is caused by the negligence, gross negligence, willfulness, maliciousness, wantonness or recklessness of Tenant or its employees, agents, invitees, customers, patrons, contractors, guest's servants, said damage shall be promptly repaired by Tenant and there shall be no abatement of Rent

18. <u>TENANT'S DEFAULT AND REMEDIES</u>

(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 twenty (20) days from the date on which Rent becomes due; (ii) Tenant violates or fails to comply and/or perform any of the conditions, covenants, or agreements under this Lease, and such violation or failure continues for ten(10) calendar days after written notice thereof to Tenant by Landlord, or (iii) if such default cannot be cured within such ten (10) day period, then if the Tenant commences to cure the default within the ten (10) day period, but fails to proceed diligently and fully cure the default within thirty (30) 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; (ix) Tenant fails to vacate the Premises upon termination of the Lease, by lapse of time or otherwise, or upon termination of Tenant's right to possession only;

(b) If an Event of Default occurs, the Landlord may: (i) without obligation to do so, and without releasing the Tenant from any obligation under this Lease after the expiration of the cure period, make any payment or take any action the Landlord may deem necessary or desirable to cure such Event of Default, and the actual cost thereof shall be reimbursed by the Tenant to the Landlord within twenty (20) calendar days from Tenant's receipt of Landlord's written demand for reimbursement; (ii) terminate this Lease by thirty (30) calendar days written notice to Tenant; (iii) with or without terminating this Lease, after legal proceedings, retake possession of the Premises, and remove Tenant's personal property from the Premises, at Tenant's expense, all without being liable for trespass; (iv) recover as damages, all rents, including Additional Rent , and other sums due and payable by Tenant on the date of termination rents due under this Lease; and/or (v) exercise any other legal remedy permitted by law after adjudication by a court of competent jurisdiction, on account of such Event of Default. All remedies of Landlord under this Lease shall be cumulative, and the exercise of any such remedies shall not prevent the concurrent or subsequent exercise of any other remedy.

Upon any termination of this Lease, whether by lapse of time or otherwise, or upon any termination of Tenant's right to possession without termination of the Lease, Tenant shall surrender possession and vacate the Premises immediately, and deliver possession thereof to Landlord, and Tenant hereby grants to Landlord full and free license to enter into and upon the Premises in such event and to repossess Landlord of the Premises as of Landlord's former estate and to expel or remove Tenant and any others who may be occupying or be within the Premises and to remove Tenant's signs and other evidence of tenancy and all other property of Tenant therefrom without being deemed in any manner guilty of trespass, eviction or forcible entry or detainer, and without incurring any liability for any damage resulting therefrom, Tenant waiving any right to claim damages for such re-entry and expulsion, and without relinquishing Landlord's right to rent or any other right given to Landlord under this Lease or by operation of law.

Landlord shall use commercially reasonable efforts to relet the Premises or portions thereof to the extent required by applicable law.

19. **Intentionally Deleted.**

20. ~~**ATTORNEYS' FEES**~~ Intentionally Deleted 4/23/25

YR ~~In the event Landlord retains services of an attorney in connection with enforcing any~~
YR ~~of the terms, covenants, and/or conditions of this Lease, or in the event a lawsuit is brought~~
YR ~~for the recovery of any Rent due under this Lease, or for any other sum or amount, or for~~
YR ~~return of the Premises to the Landlord and/or eviction of the Tenant during the Term, or after~~
YR ~~the expiration thereof, the prevailing party shall be entitled to receive from the non-prevailing~~
YR ~~party any and all other reasonable costs and expenses, including, but not limited to, attorney~~
YR ~~fees, and costs, collection costs, and expenses associated with expert witnesses, whether~~
YR ~~incurred at trial, on appeal, or otherwise.~~

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

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

22. **CONDITION OF PREMISES AT TERMINATION**

(a) Upon the expiration or earlier termination of this Lease, the Tenant will quit and surrender the Premises in the same condition as at the commencement of the Lease, broom clean and free of all debris, excepting only ordinary wear and tear, with reasonable wear and tear excepted. However, the Tenant shall not be obligated to repair any damage not otherwise caused by Tenant, 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 back to the Landlord.

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

23. **NOTICES**

All notices by the Landlord or the Tenant, to the other party, shall be delivered by either hand delivery, electronic mail, 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:	Yanser Robaina The Rhomes Building LLC 4 N Krome Avenue Homestead, Florida 33030
With a copy to:	Miami Legal PA 350 Sevilla Avenue, Second Floor Coral Gables, FL 33134 E: Bridgette@MiamiLegalpa.com

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

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, subject only to the rights reserved herein to Landlord and any existing encumbrances, liens, or other interests of record.

(c) Landlord shall keep any and all mortgage payments current and in good standing.

(d) Tenant hereby represents and covenants that the interior portion of the Premises, which will be built-out in accordance to Tenant's and Landlord's agreement after the effectiveness of this Lease, is or will be brought into conformance with the requirements of Section 553.501, et seq., Florida Statutes, regarding "Florida Americans with Disabilities Accessibility Implementation Act" providing requirements for the physically handicapped, at Tenant's expense.

(e) Intentionally deleted.

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

26. **<u>TENANT'S REPRESENTATIONS AND COVENANTS</u>**

Tenant hereby represents and covenants to the Landlord the following:

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

(b) Tenant understands that it has the right, at its sole cost and expense, to continue, or otherwise install a burglar alarm system for its benefit, and to install an antenna, cellular or booster system within the Premises, or to provide better cellular telephone reception primarily for the Tenant, and its employees. Tenant will be responsible for any and all damages arising from such installation,and shall defend and release The Rhomes Building LLC from any claims, damages, or expenses arising from such installation.

(c) All Tenant Improvements performed by the Tenant shall be in conformity with ADA of 1990 and amendments thereto (hereafter "ADA"). Tenant shall be responsible for and shall bear any and all costs and expenses associated with any and all alterations made by or on behalf of the Tenant and/or Tenant Improvements (collectively referred to as "Tenant Improvements") to the Leased Premises which may be required by the ADA and any similar local and/or state laws. Tenant shall bear all costs and expenses associated with ensuring such compliance with ADA, including but not limited to the cost of making any alterations, renovations, or accommodations required under the ADA or any similar local and/or state laws. Tenant further agrees to be solely responsible for any and all fines, civil penalties, and damages that may be imposed upon the Landlord due to any violations of the ADA arising from Tenant's actions or modifications to the Premises. Tenant also agrees to cover any reasonable costs incurred in defending against claims made under the ADA, including reasonable attorney's fees, as well as those costs associated with compliance, negotiation, correspondence, communication, mediation, arbitration, and administrative proceedings related to ADA compliance. Tenant acknowledges that failure to comply with the provisions of this section may result in Tenant being required to reimburse Landlord for all costs incurred by Landlord due to Tenant's non-compliance, including but not limited to, costs associated with bringing the Premises into ADA compliance and defending against claims made under the ADA.

27. **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, 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; but, in no event shall the performance extend beyond a period of 60 days. Nothing herein shall be deemed to relieve Tenant of its obligation to pay Rent when due.

28. **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. Landlord no representations or warranties regarding the presence of radon gas in the Premises, and Tenant assumes all responsibility for conducting any necessary inspections or tests. Additional information regarding radon gas, and radon testing, may be obtained from the county health department.

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

Tenant will comply with the rules, regulations, and restrictions of the Premises, 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.

30. **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, except 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 this 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, and agreed to in writing by Landlord.

(g) Performance. 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 120 days, upon the expiration of all applicable cure periods provide under this Agreement, after notice in writing from Tenant to Landlord specifying the default, Tenant may, upon written notice and without affecting any other remedy hereunder, reasonably cure such default. However, Tenant shall not deduct the cost thereof from the next accruing installment or installments of Rent payable hereunder. Any reimbursement for such expenditures shall be subject to a separate agreement between the parties. 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 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 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) 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.

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

(n) 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.

[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 by its duly authorized representative, by its the County Mayor, as authorized by the Board; all on the day and year first hereinabove written.

JUDITH LAURA GORDAY
Notary Public - State of Florida
Commission # HH 519087
My Comm. Expires Apr 22, 2028
Bonded through National Notary Assn.

(OFFICIAL SEAL)

Signed in the presence of:

____
Witness 1 Signature

Reynald Desharmes
Printed Name:

____
Witness 2 Signature

Daniel Murias
Printed Name:

LANDLORD

The Rhomes Building LLC

By: ______________________

Name: Janser Robaina
Title: Manager

Dated: 1/29/2025

TENANT

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

By: ______________________

Name: Daniella Levine Cava
Title: Mayor

Dated: ______________________

EXHIBIT A

Premises: 4 N Krome Avenue, Homestead, Florida 33030

OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On 09/04/2024

PROPERTY INFORMATION

Folio	10-7813-020-0020
Property Address	4 N KROME AVE HOMESTEAD, FL 33030-6015
Owner	RHOMES BUILDING LLC
Mailing Address	42 SE 4 RD HOMESTEAD, FL 33030
Primary Zone	6300 COMMERCIAL - RESTRICTED
Primary Land Use	3315 NIGHTCLUB LOUNGE OR BAR : ENTERTAINMENT
Beds / Baths /Half	0 / 0 / 0
Floors	2
Living Units	0
Actual Area	14,833 Sq Ft
Living Area	14,833 Sq Ft
Adjusted Area	10,119 Sq Ft
Lot Size	8,239 Sq Ft
Year Built	1914

ASSESSMENT INFORMATION

Year	2024	2023	2022
Land Value	$329,560	$329,560	$247,170
Building Value	$918,440	$918,440	$343,086
Extra Feature Value	$0	$0	$12,375
Market Value	$1,248,000	$1,248,000	$602,631
Assessed Value	$1,248,000	$1,248,000	$481,663

BENEFITS INFORMATION

Benefit	Type	2024	2023	2022
Non-Homestead Cap	Assessment Reduction			$120,968

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

SHORT LEGAL DESCRIPTION

WALBRIDGE ADD PB 41-97

LOT 8 & 9

LOT SIZE 74.900 X 110

OR 22423-3647 0504 4

TAXABLE VALUE INFORMATION

Year	2024	2023	2022
COUNTY			
Exemption Value	$0	$0	$0
Taxable Value	$1,248,000	$1,248,000	$481,663
SCHOOL BOARD			
Exemption Value	$0	$0	$0
Taxable Value	$1,248,000	$1,248,000	$602,631
CITY			
Exemption Value	$0	$0	$0
Taxable Value	$1,248,000	$1,248,000	$481,663
REGIONAL			
Exemption Value	$0	$0	$0
Taxable Value	$1,248,000	$1,248,000	$481,663

SALES INFORMATION

Previous Sale	Price	OR Book-Page	Qualification Description
02/10/2022	$2,500,000	33022-3189	Qual on DOS, multi-parcel sale
02/03/2010	$800,000	27174-4931	Qual on DOS, multi-parcel sale
02/03/2010	$100	27174-4930	Corrective, tax or QCD; min consideration
05/01/2004	$0	22423-3647	Sales which are disqualified as a result of examination of the deed

EXHIBIT B

ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT ("Assignment") dated and made effective this ______ day of ____________, 2024 by and between Miami-Dade County, a political subdivision of the State of Florida, (hereinafter "Assignor"), and the State of Florida, Department of Health in Miami-Dade County, an agency of the State of Florida Department of Health (hereinafter "Assignee").

WHEREAS, on or about __________________, 2024, the Assignor entered into a Lease Agreement with The Rhomes Building LLC, for a certain premises located at 4 N Krome Avenue, Homestead, Florida 33030 ("Lease Agreement"); and

WHEREAS, Assignor desires to assign, and hereby does assign, to Assignee, all rights, title and interest in the Lease Agreement dated __________________, 2024, entered into by and between the Assignor and The Rhomes Building LLC; and

WHEREAS, Assignee, by its acknowledgement and acceptance hereof, does hereby agree to the assignment of the Lease Agreement, hereby agrees to assume and perform all the responsibilities of Assignor under said Lease Agreement entered into between the Assignor and The Rhomes Building LLC, and agrees to comply with all obligations and responsibilities including, but not limited, to all requirements under the Americans with Disabilities Act (ADA) for any tenant modifications made to the premises.; and

WHEREAS, this Assignment shall be governed by, and construed under the laws of the State of Florida, and become a part of this Lease Agreement; and

WHEREAS, this Assignment shall be binding upon all parties, legal representatives, its successors and assigns,

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Assignment, and for other good and valuable consideration, , the parties do agree as follows:

1. The parties to this Assignment hereby acknowledge and agree that all of the foregoing recitals are true, and correct in all respects and incorporated herein just as if they were set forth at length herein.

2. The Assignor hereby assigns and otherwise transfers all of its right, title, and interest in the Lease Agreement, dated _________________, 2024, between the

Assignor and The Rhomes Building LLC, to the Assignee, as of the date of this Assignment, subject to the written consent of The Rhomes Building LLC.

3. The Assignee hereby agrees to and accepts the assignment described herein and shall timely perform and observe all of the duties, conditions, and responsibilities of the Assignor under the Lease Agreement, dated ____________________, 2024, between the Assignor and The Rhomes Building LLC;

4. The Assignor and The Rhomes Building LLC shall not be liable for any damage or injury which may be sustained by any party or person related to the Lease Agreement other than the damage or injury caused solely by the gross negligence, of their Assignor, its officers, employees, agents, invitees, or instrumentalities, subject to all limitations of Florida Statutes, Section 768.28.

5. The Assignee shall not be liable for any damage or injury which may be sustained by any party or person related to the Lease Agreement other than the damage or injury caused solely by the negligence, misconduct, intentional acts and/or omissions of the Assignee, its officers, employees, agents, invitees, or instrumentalities, subject to all limitations of Florida Statutes, Section 768.28. As Assignee is an instrumentality of the State, Assignee has the statutory protection of sovereign immunity as described in Section 768.28, F.S. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to whom sovereign immunity may be applicable. The exclusive remedy for injury or damage resulting from such acts or omissions of Assignee's agents, servants and employees is an action against the State of Florida. Nothing herein shall be construed to be consent to be sued by any third party. The Assignee also assumes all liability for hazardous materials on the premises from the effective date of this Assignment.

6. The parties hereby acknowledge and agree that this Assignment shall be governed, construed, and enforced in accordance with the laws of the State of Florida.

7. The parties further agree that the Assignee shall be authorized to exercise renewal options, cancellations and facilitate amendments for all matters and issues regarding this Lease Agreement on behalf of the Assignee, the State of Florida, Department of Health in Miami-Dade County, subject to the written consent of The Rhomes Building LL; provided there exists no default under the Lease.

[THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK]

[ONLY THE SIGNATURE PAGE REMAINS]

IN WITNESS WHEREOF, the parties have duly executed and entered into this Assignment as ofthe date first written above.

(OFFICIAL SEAL)

State of Florida, Department of Health in Miami-Dade County

WITNESS

By: Yesenia Villalta (Apr 28, 2025 09:45 EDT)

Name: Yesenia Villalta

WITNESS

Title: APRN, DNP, MSN, Administrator

Date: Apr 28, 2025

(OFFICIAL SEAL)

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

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

By:
Deputy Clerk

By:
Daniella Levine Cava
Mayor

Date:

Approved by the County
Attorney as to form and
legal sufficiency.

SCHEDULE A

RENOVATIONS, PLANS, SPECS, & MATERIALS

- 32x32 rectified tile flooring (white)

- Textured drywall (white)

- High ceilings

- Energy-efficient LED lighting throughout

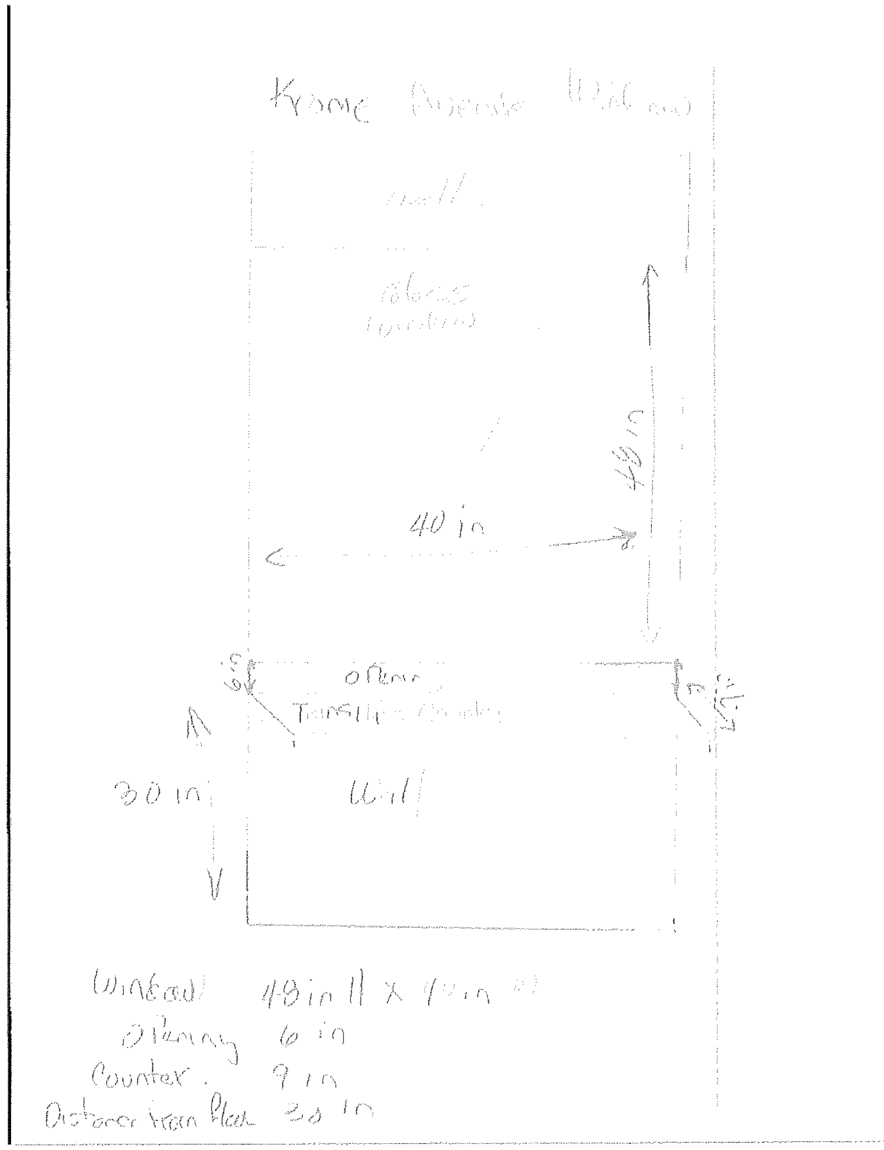
- 2 ADA compliant bathrooms

- Check-in window at lobby-side entrance

- Standard baseboards throughout (white)

SCHEDULE A

RENOVATIONS, PLANS, SPECS, & MATERIALS



SCHEDULE B

RULES & REGULATIONS

RULES AND REGULATIONS

1. No Obstruction. The sidewalks, entrances, passages, courts, elevators, vestibules, stairways, corridors, or halls shall not be obstructed or encumbered by Tenant or used for any purpose other than ingress and egress to and from the Premises and for delivery of merchandise and equipment in a prompt and efficient manner, using elevators and passageways designated for such delivery by Landlord.

2. Building Facade and Window Treatments. No awnings, air conditioning units, fans, or other projections shall be attached to the outside walls of the Building. No curtains, blinds, shades, or screens, other than those which conform to Building standards as established by Landlord from time to time, shall be attached to or hung in, or used in connection with, any window or door of the Premises, without the prior written consent of Landlord[, which shall not be unreasonably withheld]. Such awnings, projections, curtains, blinds, shades, screens, or other fixtures must be of a quality, type, design, and color, and attached in the manner, reasonably approved by Landlord. All electrical fixtures hung in offices or spaces along the perimeter of the Premises must be of a quality, type, design, and bulb color approved by Landlord, which consent shall not be withheld unreasonably unless the prior consent of Landlord has been obtained for other lamping.

3. Signs and Advertisements. No sign, advertisement, notice, or other lettering shall be exhibited, inscribed, painted, or affixed by Tenant on any part of the outside of the Premises or Building or on the inside of the Premises if the same can be seen from the outside of the Premises, without the prior written consent of Landlord, except that the name of Tenant may appear on the entrance door of the Premises. In the event of the violation of the foregoing by Tenant, if Tenant has refused to remove same after reasonable notice from Landlord, Landlord may remove same without any liability, and may charge the expense incurred by such removal to Tenant. Interior signs on doors and directory tablet shall be of a size, color, and style reasonably acceptable to Landlord.

4. No Obstruction of Light and Air. The exterior windows and doors that reflect or admit light and air into the Premises or the halls, passageways, or other public places in the Building, shall not be covered or obstructed by Tenant.

5. No Showcases. No showcases or other articles shall be put in front of or affixed to any part of the exterior of the Building, nor placed in the halls, corridors, or vestibules, nor shall any article obstruct any air conditioning supply or exhaust without the prior written consent of Landlord.

6. No Misuse of Fixtures. The water and wash closets and other plumbing fixtures shall not be used for any purposes other than those for which they were constructed, and no sweepings, rubbish, rags, acids, or other substances shall be deposited therein. All damages resulting from any misuse of the fixtures shall be borne by Tenant.

7. Alterations. Subject to the provisions of this Lease, Tenant shall not mark, paint, drill into, or in any way deface any part of the Premises or the Building. No boring, cutting, or stringing of wires shall be permitted, except with the prior written consent of Landlord, and as Landlord may direct.

8. Prohibited Uses. No space in the Building shall be used for manufacturing, for the storage of merchandise, or for the sale of merchandise, goods, or property of any kind at auction or otherwise.

9. Noise, Disturbance, and Interference. Tenant shall not make, or permit to be made, any unseemly or disturbing noises or disturb or interfere with occupants of this or neighboring buildings or premises or those having business with them whether by using any musical instrument, radio, television set, talking machine, unmusical noise, whistling, singing, or in any other way.

10. No Inflammable, Combustible, and Explosive Materials. Tenant, or any of Tenant's employees, agents, visitors, or licensees, shall not at any time bring or keep upon the Premises any inflammable, combustible, or explosive fluid, chemical, or substance, except to the extent such actions are incidental to usual office occupancy.

11. Additional Locks. No additional locks or bolts of any kind shall be placed upon any of the doors or windows by Tenant, nor shall any changes be made to existing locks or the mechanism thereof, unless Tenant promptly provides Landlord with the key or combination thereto. Tenant must, upon the termination of its tenancy, return to Landlord all keys of stores, offices, and toilet rooms, and in the event of the loss of any keys furnished at Landlord's expense, Tenant shall pay to Landlord the cost thereof.

12. Bicycles, Vehicles, and Animals. No bicycles, vehicles, or animals of any kind except for service animals shall be brought into or kept by Tenant in or about the Premises or the Building.

13. Heavy Items. All removals, or the carrying in or out of any safes, freight, furniture, or bulky matter of any description must take place in the manner and during the hours which Landlord or its agent may determine from time to time. Landlord reserves the right to inspect all safes, freight, or other bulky articles to be brought into the Building and to exclude from the Building all safes, freight, or other bulky articles which violate any of these Rules and Regulations or the Lease, including, without limitation, any load factor restrictions for each floor.

14. Occupancy. Tenant shall not occupy or permit any portion of the Premises demised to it to be occupied as an office for a public stenographer or typist, or for the possession, storage, manufacture, or sale of liquor or narcotics, or as a barber or manicure shop, or as an employment bureau. Tenant shall not engage or pay any employees on the Premises, except those actually working for Tenant at the Premises, nor advertise for labor giving an address at the Premises.

15. Advertising by Tenant. Landlord shall have the right to prohibit any advertising by Tenant which, in Landlord's reasonable opinion, tends to impair the reputation of the Building or its desirability as a building for offices, and upon written notice from Landlord, Tenant shall refrain from or discontinue such advertising.

16. No Canvassing, Solicitation, or Peddling. Canvassing, soliciting, and peddling in the Building are prohibited and Tenant shall cooperate to prevent the same.

17. Deliveries and Hand Trucks. There shall not be used in any space, or in the public halls of the Building, either by Tenant or by jobbers or others, in the delivery or receipt of merchandise, any hand trucks, except those equipped with rubber tires and side guards.

18. Food Preparation and Deliveries. Tenant shall not permit the cooking of food by its employees or others in, or cause or permit any odors of cooking or other processes or any unusual or objectionable odors to emanate from, the Premises.

19. Tenant's Entrance Door. Tenant shall keep the entrance door to the Premises closed at all times.

20. Messengers and Package Deliveries. Landlord shall have the right to require that all messengers and other persons delivering packages, papers, and other materials to Tenant: (a) be directed to deliver such packages, papers, and other materials to a person designated by Landlord who will distribute the same to Tenant; or (b) be escorted by a person designated by Landlord to deliver the same to Tenant.