

NW 79th Street Corridor Community Redevelopment Agency

www.miamidade.gov/global/government/boards/northwest-79th-street-cra.pageasp



October 29, 2025

Arcola Lakes Public Library

8240 NW 7th Avenue, Miami, FL 33150

6:00 PM

I. Call to Order

II. Roll Call

III. Reasonable Opportunity for the Public to be Heard — 2 minutes per speaker

IV. Approval of Agenda

V. Approval of Minutes

A. September 30, 2025

VI. Action Items:

- A. **RESOLUTION NO. CRA-11-2025** - RESOLUTION APPROVING THE NW 79TH STREET CORRIDOR COMMUNITY REDEVELOPMENT AGENCY'S TRAVEL POLICY (TRAVEL POLICY) FOR THE PURPOSE OF ESTABLISHING CLEAR PROCEDURES FOR AUTHORIZING, MANAGING, AND REIMBURSING OFFICIAL TRAVEL UNDERTAKEN ON BEHALF OF THE AGENCY
- B. **RESOLUTION NO. CRA-12-2025** - RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR OR EXECUTIVE DIRECTOR'S DESIGNEE TO NEGOTIATE AND EXECUTE A LEASE AGREEMENT WITH NORTHSIDE MIXED USE, LLC IN AN AMOUNT NOT TO EXCEED \$10,500.00
- C. **RESOLUTION NO. CRA-13-2025** - RESOLUTION APPROVING A REIMBURSEMENT IN THE AMOUNT OF \$7,132.65 FOR AGENCY-RELATED EXPENSES INCURRED BY THE EXECUTIVE DIRECTOR TO SUPPORT AGENCY'S OPERATIONS, TECHNOLOGY, AND TRAINING
- D. **RESOLUTION NO. CRA-14-2025** RESOLUTION APPROVING THE TERMS OF AND AUTHORIZING THE EXECUTIVE DIRECTOR OR EXECUTIVE DIRECTOR'S DESIGNEE TO EXECUTE AN ENGAGEMENT LETTER WITH TAYLOR DUMA LLP IN AN AMOUNT NOT TO EXCEED \$150,000.00 FOR THE PURPOSE OF PROVIDING LEGAL SERVICES TO THE AGENCY IN ACCORDANCE WITH SECTION 163.356, FLORIDA STATUTES, AND SECTION 2-2098 OF THE CODE OF MIAMI-DADE, FLORIDA

VII. Executive Director's Report

VIII. CRA Attorney's report

IX. Adjournment

"To protect and preserve the community for existing residents by enhancing their quality of life through parks, cultural initiatives, walkable neighborhoods, and housing affordability for all while driving business development and planning sustainable growth in our industrial hubs. By fostering community engagement, we aim to create a safe and thriving neighborhood that benefits current and future generations."

NW 79th Street Community Redevelopment Agency

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2025 Meeting Dates*

Arcola Lakes Library @ 6pm

~~Wednesday, January 29th~~

~~Wednesday, February 26th~~ Re-scheduled

~~Wednesday, March 12th~~

~~Wednesday, April 16th~~

~~Wednesday, May 28th~~

~~Wednesday, June 25th~~

~~Wednesday, July 30th~~

~~August Board Recess~~

~~Tuesday, September 30th~~

~~FRA Conference, October 14th-17th~~

~~Wednesday, October 29th~~

~~Tuesday, November 25th~~

~~Tuesday, December 23rd~~

Meeting dates and agendas are also posted at:

<https://www.miamidade.gov/global/government/boards/northwest-79th-street-cra.page>
(CRA webpage)

<https://www8.miamidade.gov/global/calendar/global.page>
(Miami-Dade County webpage)

Contact: Miami-Dade County - Office of Management & Budget
(305) 375-5143

**Meeting dates are subject to change due to unforeseen circumstances.*

To protect and preserve the community for existing residents by enhancing their quality of life through parks, cultural initiatives, walkable neighborhoods, and housing affordability for all while driving business development and planning sustainable growth in our industrial hubs. By fostering community engagement, we aim to create a safe and thriving neighborhood that benefits current and future generations.



NW 79th STREET CORRIDOR REDEVELOPMENT AGENCY REGULAR MEETING

OFFICIAL MINUTES – Tuesday, September 30, 2025

I. Call to Order — CRA Board Chair Rhenie Dalger called the meeting to order at 6:04 p.m.

II. Roll Call and Introductions —

Rhenie Dalger, Chair	Present
Dr. Gilbert Saint Jean, Jr., Vice Chairman	Present
Board Member Tanisha ‘Wakumi’ Douglas	Present
Board Member Sandy Lila	Present
Board Member Nadege Vilsaint	Present

Others Present:

Vivian Cao, Miami-Dade County, Office of Management & Budget (OMB)
Terrence A. Smith, Miami-Dade County, County Attorney’s Office (CAO)
Melissa Hege and Matthew Hege, MHCP COLAB
Leroy Jones and Victoria Goss, Neighbors and Neighbors Association (NANA)

III. Public Comment/Reasonable Opportunity to be Heard — Mr. Broadway expressed support of the upcoming fiscal year budget.

IV. Approval of Agenda — Ms. Lila moved approval of the agenda with a second from Ms. Vilsaint. *Motion passed.*

V. Approval of July 30, 2025, Minutes — Ms. Douglas moved to approve the minutes with a second from Ms. Vilsaint. *Motion passed.*

VI. Action Items —

- A. Resolution No. CRA-05-2025: Resolution Approving the Fiscal Year 2025-2026 Budget for the N.W. 79th Street Corridor Community Redevelopment Agency and the N.W. 79th Street Corridor Community Redevelopment Area in the total Amount of \$18,501,860; and Directing the Executive Director or Executive Director’s Designee to Submit the Budget to Miami-Dade County for Approval by the Miami-Dade Board of County Commissioners

After presentation of the FY 2025-2026 budget by the Executive Director, a Motion to approve was made by Ms. Lila, with a second from Ms. Vilsaint. The Motion was approved unanimously.

VII. COLAB, Economic Development Team — No updates.

VIII. NANA, Grants Administrator — No updates.

IX. Executive Director’s Report

- A. The FRA conference will be held October 14-17 in West Palm Beach. The Executive Director asked that any Board Member interested in attending reach out to him to coordinate logistics.
B. The Executive Director will be polling the Members to determine availability for the next scheduled meeting, October 29th.

X. Adjournment — There being no additional business, the meeting adjourned at 6:15 p.m.

RESOLUTION NO. CRA-11-2025

RESOLUTION APPROVING THE NW 79TH STREET CORRIDOR COMMUNITY REDEVELOPMENT AGENCY'S TRAVEL POLICY (TRAVEL POLICY) FOR THE PURPOSE OF ESTABLISHING CLEAR PROCEDURES FOR AUTHORIZING, MANAGING, AND REIMBURSING OFFICIAL TRAVEL UNDERTAKEN ON BEHALF OF THE AGENCY; AND AUTHORIZING THE EXECUTIVE DIRECTOR OR EXECUTIVE DIRECTOR'S DESIGNEE TO IMPLEMENT THE TRAVEL POLICY AND APPROVE TRAVEL REIMBURSEMENTS, ADVANCES, AND EXCEPTIONS AS PROVIDED THEREIN

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE N.W. 79TH STREET COMMUNITY REDEVELOPMENT AGENCY, that:

Section 1. The matters contained in the foregoing recital and accompanying memorandum are incorporated in this resolution by reference.

Section 2. This Board approves the NW 79th Avenue Corridor Community Redevelopment Agency's Travel Policy ("Travel Policy"), in substantially the form attached hereto as Exhibit "A" and incorporated herein by reference, for the purpose of establishing clear procedures for authorizing, managing, and reimbursing official travel undertaken on behalf of the Agency. This Board further authorizes the Executive Director or Executive Director's designee to implement the Travel Policy and approve travel reimbursements, advances, and exceptions as provided therein.

The foregoing resolution was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____, and upon being put to a vote, the vote was as follows:

Rhenie Dalger, Chairwoman _____
Dr. Gilbert St. Jean, Vice Chairman _____
Tanisha Douglas _____ Nadege Vilsaint _____
Sandy Lila _____

The Chairperson thereupon declared the resolution duly passed and adopted this 29th day of October, 2025.

**N.W. 79th STREET COMMUNITY
REDEVELOPMENT AGENCY AND ITS BOARD
OF COMMISSIONERS**

By: _____
N.W. 79th Street CRA Board Secretary

Approved by CRA Attorney as
to form and legal sufficiency. _____

Terrence A. Smith



Date: October 29, 2025

To: Board Members of NW 79th Street Community Redevelopment Agency

From: Khass Oupelle, Executive Director 
NW 79th Avenue Corridor Community Redevelopment Agency

Subject: Resolution Approving the Proposed Travel Policy

Recommendation

It is recommended that the Board of Commissioners adopt the attached proposed the NW 79th Street Corridor Community Redevelopment Agency's Travel Policy (Travel Policy), which establishes clear procedures for authorizing, managing, and reimbursing official travel undertaken on behalf of the Agency. It is further recommended that the Board authorize the Executive Director or Executive Director's designee to implement the Travel Policy and approve travel reimbursements, advances, and exceptions as provided therein,

Fiscal Impact

There is no new fiscal impact resulting from the adoption of this policy. Travel expenses are reimbursed from the CRA's approved annual budget and must be pre-authorized or retroactively approved in accordance with the policy and applicable Florida statutes.

Delegation of Authority

Upon adoption of this item, the Executive Director or Executive Director's designee shall be authorized to implement the Travel Policy and approve travel reimbursements, advances, and exceptions as provided therein.

Background

The Agency routinely participates in regional and statewide conferences, professional development events, and interagency site visits that require official travel. Adoption of a formal travel policy ensures transparency, accountability, and compliance with Florida Statutes §112.061, which governs public agency travel and reimbursement.

The CRA Travel Policy outlines:

- Pre-approval procedures and required forms (Travel Authorization Form, Travel Expense Report)
- Reimbursement standards based on the Federal GSA Per Diem rates
- Eligible and ineligible expenses
- Roles and responsibilities for staff, board members, and contractors
- Advance request protocols and reconciliation requirements
- Recordkeeping and audit standards

It serves as the official policy of record for external departments or offices that may be responsible for processing, auditing, or reimbursing CRA-related travel on behalf of the Agency.

Attachment

Proposed Travel Policy

NW 79 Street Community Redevelopment Agency (CRA) Travel Policy

1. Policy Statement

The Community Redevelopment Agency (CRA) Travel Policy provides guidance for all official travel conducted on behalf of the Agency. It ensures accountability, transparency, and compliance with Florida Statutes, Section 112.061, and other applicable regulations.

This policy applies to all CRA Board Members, employees, and authorized representatives traveling for official CRA business, regardless of the funding source.

The purpose of this policy is to:

- Establish clear procedures for authorizing, managing, and reimbursing travel expenses;
- Define the roles and responsibilities of travelers and approving officials;
- Promote fiscal responsibility and consistency in the use of CRA funds; and
- Outline the consequences of non-compliance.

Authorized travel includes activities conducted outside the traveler's normal work location that directly support the CRA's programs, projects, or administrative operations. Personal commuting is not considered official travel.

Travel must be pre-approved and conducted in a reasonable and cost-conscious manner that supports the CRA's mission and operational needs. The Executive Director, or designee, is responsible for approving all staff and Board travel.

The CRA may update or amend this Travel Policy as necessary. All updates will be issued by the Executive Director and will take effect upon release, superseding prior versions.

2. Applicability and Definitions

This policy applies to all travel funded in whole or in part by the Community Redevelopment Agency (CRA), regardless of the source of funds. It covers Board Members, CRA employees, consultants, and other authorized persons who travel on official CRA business that benefits the Agency and supports its programs, projects, or operations.

Travel is considered 'official' when it is:

- Conducted for the purpose of attending a meeting, conference, training, event, or site visit directly related to CRA functions;
- Approved in advance by the appropriate authority; and
- Performed outside the traveler's normal place of employment or headquarters.

Travel between a traveler's home and regular work location is not considered official travel and is not eligible for reimbursement.

Definitions:

- **Agency Head:** Refers to the Executive Director, who serves as the administrative head of the Agency for purposes of authorizing and approving travel, as defined under Florida Statutes §112.061.
- **Board Member** – An individual duly appointed to the CRA Board, authorized to conduct official CRA business, including attendance at conferences, workshops, and meetings relevant to the Agency’s mission.
- **Employee** – Any person employed by the CRA on a full-time, part-time, or temporary basis who travels for official CRA purposes.
- **Per Diem** – A daily allowance established by Florida Statutes §112.061 for lodging and meals in lieu of actual expenses.
- **Subsistence Allowance** – Reimbursement for actual lodging and meal expenses, supported by receipts, not to exceed statutory limits.
- **Travel Authorization Form (TAF)** – The official document submitted and approved before travel occurs, outlining purpose, destination, estimated cost, and funding source.
- **Travel Expense Report (TER)** – The document submitted after travel, detailing actual expenditures, receipts, and per diem claims for reimbursement.

3. Travel Authorization and Approval Procedures

All travel on behalf of the CRA must be authorized in advance of departure. Authorization ensures that travel serves an official CRA purpose, funds are available, and all travel complies with Florida Statutes §112.061 and this policy.

A Travel Authorization Form (TAF) must be submitted and approved 15 days before travel occurs. The form must include the traveler’s name and title, purpose of travel, destination and travel dates, estimated cost, funding source, and required signatures. The TAF serves as the official record of authorization and must be attached to any reimbursement request.

All travel on behalf of the CRA must be approved by the Executive Director or their designee prior to incurring any expense. The Executive Director has full authority to approve travel for CRA employees, board members, and authorized persons when such travel is deemed necessary and beneficial to the Agency’s mission. The Executive Director’s own travel shall be authorized by the Agency Head in accordance with established procedures and reported in advance to the CRA Board Chair for transparency.

The Agency Head will review all travel authorizations for budget availability and compliance prior to reimbursement. Consultants, contractors, and other authorized representatives may travel on behalf of the CRA only with prior written approval from the Executive Director, and reimbursement will be made in accordance with this policy and Florida Statutes §112.061.

Authorized travel may include out-of-county, or out-of-state activities that directly support CRA programs, projects, or professional development. The Executive Director may approve

travel for conferences, training, meetings, or site visits that provide a direct benefit to the CRA's mission.

When multiple employees or board members attend the same event, the Executive Director shall determine who should attend and how many representatives are necessary, and each traveler must submit an individual TAF and expense report.

In limited circumstances where prior approval was not obtained due to unforeseen situations, the traveler may submit a written justification for retroactive approval. Such approval may be granted by the Executive Director. Reimbursement may be denied if retroactive approval is not granted.

Travelers may request a travel advance for estimated expenses at the time of authorization. The advance must be reconciled within 10 business days of return with receipts and a Travel Expense Report (TER). Any unused funds must be returned immediately to the CRA. Additional advances will not be issued until prior advances are reconciled.

4. Reimbursement and Allowable Expenses

Reimbursement shall be made only for authorized, necessary, and reasonable expenses incurred while conducting official CRA business. All reimbursement requests must be supported by original, itemized receipts and submitted on a Travel Expense Report (TER) within 10 business days of return; expenses not properly documented or outside the scope of this policy may be denied.

The CRA will reimburse travel expenses using the Federal General Services Administration (GSA) per diem rates for lodging and meals under the Actual Expense Method. Travelers must submit itemized receipts for all reimbursable expenses, and total reimbursements should not exceed the applicable GSA rate for the travel location.

Employees, Board Members, and authorized representatives traveling on official CRA business shall receive transportation and registration costs at actual cost, and lodging and meals at per diem rates as established by the Federal General Services Administration (GSA), available at <https://www.gsa.gov/travel/plan-book/per-diem-rates>.

When attending a conference, seminar, or meeting, travelers may stay at the conference host hotel or another hotel within reasonable proximity to the event venue, even if the rate exceeds the GSA lodging allowance, when doing so is in the best interest of the CRA. The Executive Director shall determine whether lodging rates are reasonable in relation to total trip cost and budget availability.

Meal reimbursements will follow the GSA per diem rate for the travel location and be allocated as follows:

- Breakfast – 15% of the daily rate;
- Lunch – 30% of the daily rate;
- Dinner – 55% of the daily rate.

If a meal is provided as part of the conference or event registration, or if the traveler is reimbursed for a separate banquet or ticketed function, the corresponding meal portion will be deducted based on these percentages.

Other reasonable travel-related expenses, such as ground transportation, parking, tolls, baggage fees, and internet access necessary for CRA business, are reimbursable at actual cost with supporting receipts.

The following expenses are not eligible for reimbursement under any circumstances: personal entertainment, alcohol, or minibar charges; room service or movies; laundry, dry cleaning, or personal grooming; expenses incurred by family members or guests; traffic or parking fines; flight or hotel upgrades beyond standard class without prior authorization; unused or cancelled travel reservations without justification; and any cost not directly related to official CRA business. Travelers are expected to exercise sound judgment and fiscal responsibility when incurring travel-related costs. The CRA reserves the right to deny reimbursement for any expense deemed excessive, unsupported, or inconsistent with this policy.

The CRA is authorized to make travel advances to employees, board members, and authorized representatives to cover anticipated costs of official travel. Advances may only be issued for per diem and eligible expenses specifically outlined in the approved Travel Authorization Form (TAF). The total advance shall not exceed the estimated reimbursable expenses approved for the trip. Within 10 business days of returning, the traveler must submit a Travel Expense Report (TER) with all receipts and documentation, and reconcile the advance against actual expenses incurred. Any unused portion of the advance must be returned immediately to the CRA. Failure to reconcile advances or return unused funds within the required timeframe may result in denial of future advances, deductions from reimbursement, or other corrective actions as deemed appropriate by the Agency.

5. Travel Reporting and Recordkeeping

Within 10 business days of returning from travel, each traveler must submit a Travel Expense Report (TER) with original, itemized receipts, proof of payment, and the approved Travel Authorization Form (TAF) to the Agency for review. The TER must match the approved TAF in purpose, dates, and expense categories, and all costs must be directly related to official CRA business. The Agency will review the TER for completeness, accuracy, and compliance with this policy. Once approved, the TER will be forwarded for processing and reimbursement. Reimbursements will not be processed until the TER is approved and reconciled with the Travel Authorization Form. All travel records shall be retained for a minimum of five (5) years in accordance with the Florida Department of State Records Retention Schedule and remain subject to audit and public inspection.

6. Exceptions and Amendments

The Executive Director may approve minor exceptions to this policy when justified by unique circumstances and determined to be in the best interest of the CRA. All exceptions must be

documented and maintained with the travel record. Substantive amendments require CRA Board approval. The Executive Director may issue administrative updates as needed to ensure compliance with Florida Statutes §112.061.

RESOLUTION NO. CRA-12-2025

RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR OR EXECUTIVE DIRECTOR'S DESIGNEE TO NEGOTIATE AND EXECUTE A LEASE AGREEMENT WITH NORTHSIDE MIXED USE, LLC IN AN AMOUNT NOT TO EXCEED \$10,500.00 FOR THE ESTABLISHMENT OF A SHARED-USE FACILITY LOCATED AT 2751 NW 84TH STREET, SUITE #2107, #2108, & #2109, MIAMI, FLORIDA 33147, AND TO EXERCISE ALL PROVISIONS, INCLUDING TERMINATION AND AMENDMENT PROVISIONS CONTAINED THEREIN

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE N.W. 79TH STREET COMMUNITY REDEVELOPMENT AGENCY, that:

Section 1. The matters contained in the foregoing recital and accompanying memorandum are incorporated in this resolution by reference.

Section 2. This Board authorizes the Executive Director or Executive Director's designee to negotiate and execute a lease agreement with Northside Mixed Use, LLC, in an amount not to exceed \$10,500.00, in generally the form attached hereto as Exhibit "A" and incorporated herein by reference, for the establishment of a shared-use facility located at 2751 NW 84th Street, Suite #2107, #2108, & #2109, Miami, Florida 33147, subject to the Agency's attorney's approval for form and legal sufficiency. This Board further authorizes the Executive Director or Executive Director's designee to exercise all provisions, including termination and amendment provisions contained therein.

The foregoing resolution was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____, and upon being put to a vote, the vote was as follows:

Rhenie Dalger, Chairwoman _____
Dr. Gilbert St. Jean, Vice Chairman _____
Tanisha Douglas _____ Nadege Vilsaint _____
Sandy Lila _____

The Chairperson thereupon declared the resolution duly passed and adopted this 29th day of October, 2025.

**N.W. 79th STREET COMMUNITY
REDEVELOPMENT AGENCY AND ITS BOARD
OF COMMISSIONERS**

By: _____
N.W. 79th Street CRA Board Secretary

Approved by CRA Attorney as
to form and legal sufficiency. _____

Terrence A. Smith



Date: October 29, 2025

To: Board Members of NW 79th Street Community Redevelopment Agency

From: Khass Oupelle, Executive Director 
NW 79th Avenue Corridor Community Redevelopment Agency

Subject: Resolution authorizing The Executive Director to Negotiate and Execute a Lease Agreement with Northside Mixed Use, LLC For a Shared-Use Administrative and Innovation Center Space

Recommendation

It is recommended that the Board of Commissioners authorize the Executive Director or Executive Director's designee to negotiate and execute a lease agreement with Northside Mixed Use, LLC in an amount not to exceed \$10,500.00 for the establishment of a shared-use facility located at 2751 NW 84th Street, Suite #2107, #2108, & #2109, Miami, Florida 33147, subject to the review and approval of the Agency's attorney for form and legal sufficiency, and to exercise all provisions, including termination and amendment provisions contained therein.

Fiscal Impact

The lease obligation shall not exceed \$10,500 per month, to be funded through the CRA's approved operating budget for FY 2024–25 and subsequent fiscal years as appropriated.

Delegation of Authority

The Executive Director or Executive Director's designee shall be authorized to negotiate and execute the lease with Northside Mixed Use, LLC, and to exercise all provisions, including termination and amendment provisions contained therein..

Background

The NW 79th Street CRA (CRA) is preparing to launch a shared-use facility that will serve as both the administrative headquarters of the CRA and a community-based innovation center and co-working space. This dual-use model enables the CRA to maximize utilization of limited square footage, reduce operational overhead, and offer flexible space for small business workshops, CRA board meetings, and community-facing programming.

The proposed lease secures approximately **3,689 square feet** within a newly constructed mixed-use development strategically located within the NW 79th Street CRA boundary. The facility offers modern infrastructure and is designed to support both professional office use and public-facing activation.

Through a partnership with Miami-Dade County District 2, the entire buildout, including interior improvements, furniture, and fixtures will be funded externally, resulting in a turnkey facility for the CRA.

This arrangement allows the CRA to establish a physical presence in the redevelopment area, avoid upfront capital expenditures, and deliver high-impact services to the community while maintaining long-term fiscal responsibility.

Attachment

Draft Lease Agreement – Northside Mixed Use, LLC

BUSINESS LEASE

THIS LEASE, ("Lease"), made and entered into as of this ____ day of _____, 2025, hereinafter the "Effective Date" by and between **Northside Mixed Use, LLC**, a Florida limited liability company ("Landlord") and **NW 79th Corridor Avenue Community Redevelopment Agency**, ("Tenant"). Landlord hereby demises and rents unto Tenant, and Tenant hereby leases from Landlord, certain premises described below now existing in Landlord's property known as Northside Village Shopping Center ("Property") located at 8400 NW 27th, Ave, Miami, Dade County, Florida, upon the terms, covenants and conditions set forth herein.

**PREAMBLE:
SUMMARY OF CERTAIN IMPORTANT LEASE TERMS**

- A. The Premises which are leased are:** 2751 NW 84th Street, Suite #2107, #2108, & #2109, Miami, FL 33147
- B. The Lease Term:** The Lease term shall commence on the Effective Date (the "Lease Commencement Date") and expire on the last day of the one hundred twentieth (120th) full month following the Rent Commencement Date as later defined.
- C. Initial Yearly Base Rent:** The Initial Base Rent for the Premises is in the initial yearly amount of \$ 140,182.00 payable in monthly installments, plus any and all applicable sales and/or use taxes, as set forth below.
- D. The initial monthly payments required under this lease by Tenant are as follows:**
- Monthly Base Rent: \$ 10,500.00 plus sales tax \$ 0.00 total \$ 10,500.00
- Total initial Monthly payment of Base Rent and sales tax: \$ 10,500.00
- E. Delivery Date:** Upon Substantial Completion of Landlord's Work and possession of the Premises being made available to Tenant.
- F. The Rent Commencement Date is:** Delivery Date. (First full month due at Lease execution*).
- G. The gross leasable area of the Premises consists of approximately:** +/- 3,689 square feet.
- H. Tenant's Use of the Premises is for:** CRA Office and related community outreach and training and ancillary uses directly related to same.
- I. Tenant's Business Name:** To be Determined by Tenant.
- J. The Security Deposit to be placed by Tenant under this Lease is:** \$ 21,000.00
- K. The Option to Renew this Lease is for** Two (2) additional terms of Five (5) years each.

** Security Deposit and First full months of advanced rent shall be due at Lease signing via certified funds. The first full month paid at signing shall be applied to the first full month following the Rent Commencement Date. If the Rent Commencement Date is not the first day of a calendar month, then, rent shall be due and payable prior to the end of said partial month on a pro-rated basis.*

ARTICLE I: PREMISES, LEASE TERM, COMMENCEMENT DATE AND USE

ARTICLE 1.1: PREMISES LEASED BY TENANT

The Premises leased by Tenant are as set forth in the Preamble of this Lease and have a gross leasable area of approximately the square footage as set forth in the Preamble of this Lease which may, in the sole discretion of Landlord, include a common area core factor. The boundaries and locations of the Premises may be outlined on the Premises Description of the Property if attached hereto, which sets forth the general layout of the Property, but shall not be deemed to be a warranty, representation or agreement on part of the Landlord that said Property will be exactly as indicated on said diagram. There is no warranty as to the square footage approximation.

ARTICLE 1.2: LEASE TERM

The Lease Term shall be for the period as set forth in the Preamble of this Lease, unless sooner terminated or extended as hereinafter provided.

ARTICLE 1.3: RENT COMMENCEMENT DATE / LEASE YEAR

The Rent Commencement Date shall be as set forth in the Preamble of this Lease, with subsequent payments due on or before the first day of each month thereafter. If the Rent Commencement Date falls on any day other than the first day of any month, that month's rent shall be prorated.

For purpose of this Lease, the term Lease Year is defined to mean a calendar year (beginning January 1 and extending through December 31 of any given year). Any portion of a year which is less than a Lease Year, that is, from the Lease Commencement Date through the next December 31, and from the last January 1 through the last day of the Lease Term, shall be defined as a Partial Lease Year.

ARTICLE 1.4: USE OF PREMISES

- A. Tenant shall use the Premises specifically and solely for the purpose as set forth in the Preamble of this Lease and shall only use the business name as set forth in the Preamble. Tenant represents that it has performed its due diligence and that such use is permissible and allowed by the requisite governmental authorities having jurisdiction over the Premises. Tenant specifically understands and acknowledges that no other use and no other business name shall be permitted without first obtaining the prior written consent of Landlord, which consent may, in the sole and unbridled discretion of Landlord, be denied. Tenant agrees not to violate any exclusive uses of any other tenants of the Property, nor any of the restrictions or prohibitions regarding use contained in any other tenant leases of the Property.
- B. Tenant acknowledges that it has fully inspected and accepts the Premises in their present condition and "as is" (subject only to the improvements set forth herein under the Work Letter, if any and only if attached and initialed) and without warranty or representations of any kind except as specifically set forth in this Lease, and that the same are then suitable for the use specified herein. Tenant represents that it has not relied on any representations of Landlord or any agent of Landlord but solely on its own investigations and due diligence.
- C. The Premises are leased subject to any and all conditions that an accurate examination of the Premises will disclose. Tenant's taking possession of the Premises shall be conclusive evidence against the Tenant that the Premises were in good order and satisfactory condition when Tenant took possession. Tenant has fully investigated the condition of the Premises, zoning and any other applicable laws and governmental and quasi-governmental regulations relating to or applicable to the Premises and Tenant's proposed use of the Premises or has knowingly waived its right to do so and is fully familiar with the physical condition of the Premises and every part thereof, including without limitation, the indoor air quality ("IAQ") generally and compliance with all laws, including, without limitation, Americans With Disability Act, zoning and use, and Tenant accepts the same "as is" therein. Tenant has not received nor relied on any representation of Landlord or its employees or agents unless specifically set forth in this Lease.

No promises of Landlord to alter, remodel or improve the Premises have been made by Landlord to Tenant, unless the same is contained by written Work Letter, if any attached hereto. At the termination of this Lease, by lapse of time or otherwise, Tenant shall return the Premises to Landlord in as good a condition as when Tenant took possession, ordinary wear and tear excepted, failing which Landlord may restore the Premises to such condition, and Tenant shall pay the costs thereof. Tenant shall not make or allow to be made any alterations or physical additions in or to the Premises without first obtaining the written consent of Landlord, which consent may, in the sole discretion of Landlord, be denied. Any alterations, physical additions or improvements to the Premises made by Tenant shall at once become the property of Landlord and shall be surrendered to Landlord upon the termination of this Lease; provided however, Landlord, at its option, may require Tenant to remove any physical additions and/or repair any alterations in order to restore the Premises to the condition existing at the time Tenant took possession and all costs of removal and/or alterations to be borne by Tenant.

- D. It is the Tenant's sole responsibility to apply for and obtain all governmental approvals, zoning approval business licenses, use permits and the like, and tenant shall use high diligence in obtaining same, including the pursuit of all administrative remedies and appeals and shall indemnify and hold Landlord harmless from any and all costs and expenses incurred by Landlord, including without limitation code enforcement fines, penalties and administrative costs and expenses and attorneys' fees, which may be incurred by Landlord as a result of Tenant's failure to fully and faithfully comply with this Article and/or with any and all governmental requisites or requirements and to continue compliance throughout the term of the Lease.

ARTICLE 1.5: DELAY OF POSSESSION

If Landlord is unable to give possession of the Premises on the Lease Commencement Date by reason of the holding over of any prior Tenant or Tenants or because of any applicable exclusive use provision or use restriction in any other tenant lease or leases or as to the underlying property or for any other reason beyond Landlord's control which such period exceeds the Rent Commencement Date by five (5) business days, an abatement or diminution of the rent to be paid hereunder shall be allowed Tenant under such circumstances, but nothing herein shall operate to extend the term of the lease beyond the agreed expiration date; and said abatement in rent shall be the full extent of Landlord's liability to Tenant for any loss or damage to Tenant on account of said delay in obtaining possession of the Premises. If Landlord is unable to give possession of the Premises to Tenant within ninety (90) days next after the Rent Commencement Date of this lease, then Landlord shall have the right to cancel this Lease upon written notice thereof delivered to Tenant within ten (10) days after the lapse of said 90 day period; and, upon such cancellation, Landlord and Tenant shall each be released and discharged from all liability on this Lease.

ARTICLE II: RENT

ARTICLE 2.1: BASE RENT:

From the Rent Commencement Date Tenant will pay rent for the Premises, the Base Rent in the initial yearly amount as set forth in the Preamble of this Lease, payable in monthly installments as set forth in the Preamble of this Lease, plus any and all applicable sales and/or use taxes. Said Monthly Rent shall be payable without demand, set-off or deduction, of any kind or for any reason whatsoever in advance of or on the first day of each month, plus applicable sales and other taxes, now or later enacted. All checks are to be made in the full amount and payable to the order of Landlord and mailed or delivered to Landlord's office or at such other address as Landlord may, from time to time, designate in writing. Notwithstanding any designation or measurement, the Tenant's occupancy rights shall be solely as to the physical premises provided and are not based upon any specific square footage measurement. For purposed of this Lease, the parties agree that the rentable square footage of the Premises shall be as set forth in Paragraph 1.1 herein, notwithstanding any actual physical measurement.

ARTICLE 2.2: BASE RENT INCREASE

The Base Rent hereunder shall be increased at the first anniversary (or the first day of the month immediately subsequent to the first anniversary of the Rent Commencement Date if the Rent Commencement Date is not the first day of the month), of the Rent Commencement Date and on each anniversary thereafter, during the Lease Term, by an amount equal to four percent (4%) above the immediately preceding Base Rent amount.

ARTICLE 2.3: LATE PAYMENT PENALTY

Tenant agrees to promptly pay all Base Rent and all Additional Rent, and other charges that accrue under this Lease, and Tenant acknowledges that such agreement is a material inducement for Landlord to enter into this Lease and that time is of the essence. If any monies remain unpaid for 5 days after the same become due and payable, Landlord will bill and Tenant shall pay a late charge as hereafter provided. Failure to timely make rent payments as required herein or other payments required under the terms and provisions of this Lease shall constitute a default. If the monthly payment of rent is not received by Landlord by 5:00 p.m. on the 5th day from when it is due, a "**LATE CHARGE**" of 5% (five percent) of such payment shall be due Landlord as additional rent which shall be immediately due and payable. If any check received by the Landlord from Tenant in payment of any amount payable by Tenant under this Lease is returned by the Landlord's bank for insufficient funds, or for any reason whatsoever, a service charge of \$50.00 (fifty dollars) or such greater amount allowed by law for each check shall be due Landlord as Additional Rent and shall be due and payable no later than the next scheduled monthly rent payment. If the 5th day of the month is on a Saturday or Sunday, the due date is the following Monday. If the due date is on a nationally recognized holiday, then the due date is the next business day. In no event shall the late charge (including any charge or fee held to be a late charge or interest by a court of competent jurisdiction) accrue to be payable herein in excess of the highest rate or amount allowable by law, if any, and any such late payment or interest in excess of such highest amount allowed by law, if any, and when and if paid, any such excess shall constitute and be treated as a payment on the rent and other charges due under this Lease and shall operate to reduce future rent by the amount of such excess, or if in excess of future rent, such excess shall be refunded to the Tenant.

ARTICLE 2.4: ADDITIONAL RENT-DEFINITIONS

All sums payable by Tenant to Landlord under this Lease (except Base Rent) shall be deemed to be and shall become Additional Rent hereunder and, together with Base Rent, shall be included in the term "Rent" whenever such term is used herein. Landlord, at its election, shall have the right to pay or do any act which requires the expenditure of any sums of money by reason of the failure or neglect of Tenant to perform any of the provisions of this Lease, and in the event Landlord elects to pay such sums or do such acts requiring the expenditure of monies, all such sums so paid by Landlord, together with interest thereon, shall be deemed to be Additional Rent and payable as such by Tenant to Landlord upon demand without set-off or deduction of any kind or any reason whatsoever.

ARTICLE III: COMMON AREAS AND COMMON AREA MAINTENANCE

ARTICLE 3.1: COMMON AREAS

Landlord shall make available within the Property such Common Areas, including but not limited to parking areas, driveways, truck ways, delivery passages, loading docks, pedestrian sidewalks and ramps, access and egress roads, open and enclosed courts and malls, landscaped and planted areas, and other facilities, as Landlord in its sole discretion shall deem appropriate.

Landlord shall operate, manage, equip, light, repair and maintain said Common Areas for their intended purposes in such manner as Landlord in its sole discretion shall determine, and Landlord reserves the right in its sole discretion to change from time to time the size, location, nature and use of any Common Area, to restrict or reserve parking areas and spaces, to sell or lease any portion thereof and to make additional installations therein and to move and remove same, and Landlord shall not be subject to liability therefor, nor shall Tenant be entitled to any compensation, or diminution or abatement of rent, nor shall any such action be deemed an actual or constructive eviction of Tenant.

ARTICLE 3.2: USE OF COMMON AREAS

During the Lease Term only, Tenant and its permitted concessionaires, officers, employees, agents, customers and invitees shall have the non-exclusive right, in common with Landlord and all others to whom Landlord has or may hereafter grant rights, to use the Common Areas as designated from time to time by Landlord, subject to such reasonable rules and regulations as Landlord may from time to time impose, including the designation of specific areas in which vehicles owned by Tenant, its concessionaires, officers, employees and agents must be parked. Landlord may at any time close temporarily any common area to make repairs or changes, and Landlord shall not be subject to liability therefor nor shall any such action be deemed an actual or constructive eviction of Tenant. Tenant shall not at any time interfere with the rights of Landlord and other Tenants, its and their concessionaires, officers, employees, agents, customers, and invitees, to use any part of the parking areas and other Common Areas. Neither Tenant nor Tenant's employees, concessionaires, officers or agents may solicit business in the parking or other Common Areas nor distribute any handbills or other advertising matter in such areas or place any such handbills or advertising matter in or on any vehicles parked therein without Landlord's prior written consent. Landlord reserves the right to grant to third persons the non-exclusive right to cross over and use in common with Landlord and all Tenants of the Property the Common Areas as designated from time to time by Landlord.

ARTICLE 3.3: COMMON AREA MAINTENANCE COSTS

Intentionally Deleted.

ARTICLE 3.4: CHARGE FOR COMMON AREAS

Intentionally Deleted.

ARTICLE IV: UTILITY SERVICES

ARTICLE 4.1: UTILITIES

Tenant shall pay all charges for gas, electricity, water, sewer, telephone, garbage/waste/trash removal and all other utilities which may be used upon or in connection with the Premises and shall make payments on all of such before any of them become in default. Tenant agrees that it shall not install any equipment which will exceed or overload the capacity of any existing utility facilities and that if any equipment installed by Tenant shall require additional utility facilities, the same shall be installed at Tenant's expense in accordance with plans and specifications to be approved in writing by Landlord and in full compliance with all applicable building codes. Tenant shall promptly pay for all public utilities rendered or furnished to the Premises from and after the date Tenant assumes possession of the Premises (irrespective of whether Tenant shall have opened for business in the Premises) and all taxes thereon. In the case of any utilities furnished to the Premises which are not individually metered, Landlord, may, at its election and sole discretion, may either (i) bill back Tenant for its share (based upon number of tenant's sharing said utility and taking into consideration any high consumption uses) of said utility on a monthly basis; or (ii) install re-registering meters and collect any and all charges aforesaid from Tenant as and when bills are rendered by Landlord, making returns to the proper public utility company or governmental unit, provided that Tenant shall not be charged more than the rates it would be charged for the same services if furnished direct to the Premises by such companies or governmental units.

ARTICLE V: TAXES

ARTICLE 5.1: TENANT'S TAXES

Tenant covenants and agrees to pay promptly when due all taxes imposed upon its business operations and its personal property situated in the Premises.

ARTICLE VI: REPAIRS AND MAINTENANCE

ARTICLE 6.1: REPAIRS BY LANDLORD

Landlord shall keep the foundations and the roof in good order and repair and shall make structural repairs and replacements necessary to keep in good order and repair the Property and the pipes and ducts running through the Premises and installed by Landlord, but not including Tenant's service connections

therewith, the cost of which shall be included in the Common Areas costs, if applicable. Landlord shall not be liable for damages or injuries arising from the failure to make said repairs, nor shall Landlord be liable for damages or injuries arising from defective workmanship or materials in making any such repairs nor shall Landlord be liable for damage or injuries resulting from any non-structural damage to the Property or Premises caused by any reason, including, without limitation, hurricanes, flooding, tornado, water intrusion, acts of God, nature and/or civil unrest. Landlord shall have no obligation to repair until a reasonable time after the receipt by Landlord of written notice of the need for repairs. Landlord shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain, or leaks from any part of the Premises or from the pipes, appliances or plumbing works or from the roof, street or subsurface or from any other place or by dampness or by any other cause of whatsoever nature. All property of Tenant, including merchandise and furnishings, kept or stored on the Premises shall be so kept or stored at the risk of Tenant only and Tenant shall hold Landlord harmless from any and all claims arising out of damage to same. If Landlord is required to make repairs by reason of any act, omission or negligence of Tenant, any permitted subtenants, concessionaires or their respective employees, agents, invitees, licensees or contractors, the cost of such repairs shall be borne by Tenant and shall be due and payable immediately upon receipt of Landlord's notification of the amount due.

ARTICLE 6.2: REPAIRS AND MAINTENANCE BY TENANT

Except as provided in Section 6.1 above, Tenant shall make and pay for all maintenance, repairs, and replacements of every kind to the Premises, including, without limitation, damages caused by hurricanes, flooding, tornado, water instruction, acts of God, nature and/or civil unrest and all equipment and systems serving the Premises, necessary to keep the same in a good state of repair and operating order (including, but not limited to, the storefront, plate, exterior entrances (which would include Tenant's storefront, storefront doors and rear doors, and all doorframes) to the Premises and window glass, glass and show moldings, doors, show windows, windows, interior walls and partitions, interior side of exterior walls, ceilings, floors, floor coverings, lighting, store signs, plumbing, sewage, electrical and HVAC [as defined below] systems including all ducts, vents, exhaust and roof curbing and flashing associated with the same, sprinklers (if any), fire alarms (if any), grease traps (if any), backflow devices (including annual re-certifications), furnishings, fixtures and equipment and all other interior non-structural portions of the Premises and in a good and clean condition (including periodic painting of the Premises) and perform all repairs and alterations required by applicable Laws and governmental regulations. Beginning at the point from which they serve the Premises exclusively (whether located inside or outside the Premises), Tenant shall, at its sole cost, make repairs and replacements necessary to maintain in good repair and condition all lines, apparatus, ducts and equipment relating to utilities (including but not limited to heating, air conditioning, water, gas, electricity and sewage). Tenant shall, at its cost, promptly replace all broken or damaged glass in the Premises. Tenant shall be fully responsible and liable for the maintenance and lighting of all its exterior signs and shall maintain and periodically repaint metal surfaces that rust or begin to deteriorate from any causes. Any damage to the exterior walls to which a sign may be attached, including but not limited to rust stains and structural cracking of the facia, caused by Tenant's sign, shall be repaired by Tenant at its own cost.

At all times during the Lease Term, Tenant will, at its cost, maintain a service contract with licensed air conditioning firm acceptable to Landlord to perform monthly inspection and service to the heating, ventilating and air conditioning system servicing the Premises ("HVAC") (including changing belts, filters and other parts as reasonably required) and repairs, maintenance and replacements to the HVAC to maintain same in good operating order and condition including replacement of the entire HVAC system which exclusively services the Premises, where ever located. Any air conditioning unit(s) supplied by Tenant shall: (i) be maintained by Tenant at all times, during the Lease Term and any extensions and renewals, in good working order and condition; (ii) shall be deemed a fixture to the Premises and the property of Landlord upon installation thereof; and (iii) shall remain in the Premises at the end of the Lease Term and/or any extensions or renewals thereof.

If (a) Tenant fails to perform any repair, replacement or maintenance obligation required hereunder; or (b) Landlord determines that emergency repairs are necessary; or (c) repairs or replacements to the Premises, Common Areas and/or Property are required due to the negligence or misconduct of Tenant or anyone claiming by, through or under Tenant, then in any of such events, Landlord may, but shall not be obligated to, make such repairs and/or maintenance, without liability for any loss or damage that may accrue to Tenant's merchandise, fixtures, or other property or to Tenant's business by reason thereof, make such repairs, and upon completion thereof, Tenant shall promptly pay to Landlord, as Additional Rent, all costs incurred by Landlord in making such repairs plus twenty percent (20%) for overhead and if such amount is not paid within ten (10) days from when rendered it shall thereafter include interest at 18% per annum until the date payment is received by Landlord.

ARTICLE 6.3: RIGHT OF ENTRY

Landlord or its representatives shall have the right, but not the obligation, to enter the Premises at reasonable hours of any day during the Lease Term and any extension or renewal thereof a) in the event of an emergency; b) to ascertain if the Premises are in proper repair and condition, and further, Landlord or its representatives shall have the right, without liability, to enter the Premises for the purposes of making repairs, additions or alterations thereto or to the building in which the same are located, including the right to take their required materials therefor into and upon the Premises without the same constituting an eviction of Tenant in whole or in part, and the Rent shall not abate while such repairs, alterations, replacements or improvements are being made by reason of loss or interruption of Tenant's business due to the performance of any such work; and c) show the Premises to prospective purchasers, lenders and tenants. If Tenant shall not be personally present to permit an entry into said Premises when for any reason an entry therein shall be permissible, Landlord may enter the same by a master key or by the use of force without rendering Landlord liable therefor and without in any manner affecting Tenant's obligations under this Lease. During the Ninety (90) days prior to the expiration or earlier termination of the Lease Term, Landlord may place a "For Lease" sign on the Premises.

ARTICLE 6.4: SIDEWALKS AND OUTSIDE AREAS

Nothing shall be thrown or swept out of doors or windows of Tenant's Premises onto sidewalks, entrances, passages, courts, plazas or any of the Common Areas. Tenant agrees to use reasonable diligence to keep the sidewalks and outside areas immediately in front, behind and adjacent to the Premises broom-clean and otherwise keep said areas free of trash, litter or obstruction of any kind.

ARTICLE 6.5: REPLACEMENT OF GLASS

At the commencement of the Lease Term, Tenant accepts all glass in the Premises in its "As Is" condition with all faults, if any. Tenant shall, at its own expense, replace all glass which is or becomes broken or damaged with glass of at least the same quality and physical properties and in accordance with all then applicable building codes.

ARTICLE 6.6: TRASH AND REFUSE

Tenant shall be required to provide for their own trash removal from the Premises at their sole expense. Landlord may provide a common dumpster or trash comparator and Landlord reserves the right to bill monthly a pro-rata share of trash and reuse removal cost as Additional Rent if not included in any applicable CAM charges and Landlord reserves the right to readjust this amount if there is an increase in its cost of trash or rubbish removal. If it is determined that Tenant requires a greater level of trash or rubbish removal service than the minimum provided, Landlord may bill Tenant an additional amount based on usage. Interruption or failure of any service required to be furnished to Tenant by Landlord, if due to causes beyond Landlord's control, shall not entitle the Tenant to any allowance or reduction of rent or fees.

Tenant agrees, at its sole cost and expense, to comply with all present and future laws, orders and regulations of all state, federal municipal and local government, department, commissions and boards regarding the collection, sorting, separation, and recycling of waste products, garbage, refuse and trash. Tenant shall sort all and separate such items in categories as provided by law, and in accordance of the

rules and regulations developed by the Landlord for the sorting, separating of such designated recyclable materials (if applicable).

Tenant shall pay all costs, expenses, fines, penalties or damages imposed on Landlord or Tenant by reason of Tenant's failure to comply with the above, and shall indemnify, defend and hold Landlord and Landlord's management company harmless from and against any action, claims, and suits arising from such noncompliance, using counsel reasonably satisfactory to the Landlord, if Landlord so elects. Tenant shall be liable to Landlord for any cost, expenses, including attorney's fees, if any action or proceeding by Landlord against Tenant based on Tenant's breach of this Article.

ARTICLE 6.7: FIRE EXTINGUISHERS.

As of the Lease commencement date Tenant shall, at Tenant's sole cost, shall obtain, place and maintain, at all times, certified fire extinguishers as required by law at the Premises. Keeping any required fire extinguishers in the Premises and their certification current is the Tenant's sole responsibility and at Tenant's sole cost. Landlord shall in no event be responsible for maintain or providing fire extinguishers. If the Premises contain any fire extinguishers at the lease commencement, Tenant agrees to pay for the cost to replace any missing or damaged fire extinguishers.

ARTICLE VII: RESTRICTIONS ON USE OF PREMISES

ARTICLE 7.1: RESTRICTION ON USE OF PREMISES

Tenant covenants and agrees to use the Premises only for the permitted uses set forth in Article 1.4 and for no other purpose, and Tenant shall not maintain or permit to be maintained within the Premises any vending machines of any nature except vending machines solely for use by Tenant or Tenant's employees which are located only in non-sales areas. In no event shall Tenant violate any applicable exclusive use provision or use restriction in any other tenant lease or leases or as to the Property. The Premises and all building and improvements thereon shall, during the Lease Term, be used only and exclusively for lawful and moral purposes and no part of the Premises or improvements thereon shall be used in any manner whatsoever that will injure the reputation of the Property nor for any purposes in violation of the laws, ordinances, regulations or orders of the United States, of the State, County and/or City where the Premises are located or the Fire Insurance Rating organization and/or the Board of Fire Insurance Underwriters, or any duly constituted subdivision, department or board thereof. Tenant shall comply with all such laws, ordinances, regulations or orders now in effect or hereafter enacted or passed during the Lease Term insofar as the Premises and any signs of Tenant are concerned, and shall make at Tenant's own cost and expense all repairs, additions and alterations to the Premises and signs ordered or required by such authorities, whether to meet the special needs of Tenant, or by reason of the occupancy of Tenant, or otherwise. Landlord reserves the right to terminate this Lease in the event Tenant shall create a general nuisance, cause obnoxious odors, allow or consent to: (i) illegal smoking; or (ii) other illegal consumption; or (iii) criminal conduct; or (iii) loitering; or (iv) interference with other tenants; or (v) create or contribute to fire hazards; or (vi) cause or contribute to the cancellation or increases in costs of insurance of the Landlord; or (vii) create or cause the violations of other tenants' rights; or (viii) cause increased utility costs to Landlord; or (ix) cause any damage to Landlord or other tenants from Tenants use and operations at the Premises.

ARTICLE 7.2: TENANT'S NORMAL BUSINESS OPERATIONS

Tenant shall operate One Hundred Percent (100%) of the Premises during the entire Lease Term under the name(s) set forth in the Preamble of this Lease, or such other name as Landlord shall approve in writing. In the event Tenant shall fail to remain open for business throughout the Lease Term, or should Tenant vacate, abandon or desert the Premises, it shall be considered an event of default under the Lease and Landlord shall have all remedies available to it as hereinafter provided. Tenant shall install and maintain at all times displays of merchandise in the display windows (if any) of the Premises. Tenant shall keep the display windows and signs, if any, in the Premises well lighted during the hours from sundown to 9:00 p.m., unless either prevented from so doing by events beyond the control of Tenant or such requirement is waived by Landlord.

ARTICLE 7.3: RULES AND REGULATIONS

Tenant's use of the Premises shall be subject, at all times during the Lease Term, to Landlord's right to adopt in writing, from time to time, modify and/or rescind reasonable Rules and Regulations not in conflict with any of the express provisions hereof governing the use of the parking areas, malls, walks, driveways, passageways, signs, exterior of buildings, lighting and other matters affecting other tenants in and the general management and appearance of the Property of which the Premises are a part, but no such rule or regulation shall discriminate against Tenant. The current Rules and Regulations, if any, are attached hereto and made part hereof.

ARTICLE 7.4: SIGNS, AWNINGS AND CANOPIES

Tenant may erect such signs on the building face outside the Premises at Tenant's sole cost and expense, as are first approved by Landlord and approved thereafter by the applicable governmental authorities.

Landlord may erect and maintain such suitable signs as it, in its sole discretion, may deem appropriate to advertise the Property. Tenant shall erect and maintain on the exterior of the Premises wall signs and under-canopy signs which shall be of such size and type and in such locations as Landlord may deem necessary in keeping with the majority of signs erected. Landlord may require Tenant to erect such signage, at Tenant's sole cost and expense, as Landlord, in its discretion, deems appropriate. Tenant shall keep insured and shall maintain such signs in good condition and repair at all times, and such signs must be lighted at all times after sunset when the Property is in operation, whether Tenant's Premises are open for business or not, unless Landlord shall, by written approval given to Tenant, waive such requirement. If any damage is done to Tenant's signs, Tenant shall repair same within five (5) days or Landlord shall have the right to repair such signs and bill Tenant for cost of the repairs, as further defined in Article 6.2.

Tenant shall not place or suffer to be placed or maintained on any exterior door, wall, or window of the Premises, any sign, awning, or advertising matter or other thing of any kind, and shall not place or maintain any decoration, lettering or advertising matter on either the interior glass of any window or door of the Premises without first obtaining Landlord's written approval and consent. Tenant further agrees to maintain such sign, awning, canopy decoration, lettering, advertising matter, or other things as may be approved by Landlord, in good condition and repair at all times.

Any sign, awning, canopy, advertising matter or decoration of any kind, erected or placed by Tenant in violation of the preceding paragraphs, may be removed by Landlord without notice and without liability, and any expenses incurred by Landlord in such removal shall be charged to and paid by Tenant upon demand.

ARTICLE 7.5: HAZARDOUS MATERIALS

Tenant shall not permit the presence, handling, use, storage or transportation of hazardous or toxic materials in or about the Premises or the Building, except in strict compliance with all laws, ordinances, rules, regulations, orders and guidelines of all governmental authorities having jurisdiction and the applicable Board of Insurance Underwriters (collectively the "Toxic Waste Regulations"). In no event shall hazardous or toxic materials be disposed of in or about the Premises or the Building but shall only be disposed of by means of a duly licensed hazardous waste disposal service. Tenant shall provide Landlord with copies of all pertinent documentation establishing disposal in accordance with the foregoing, including, without limitation, manifests and receipts for materials. Tenant shall obtain and maintain throughout the Term or any extension or renewal thereof, all licenses and permits required in connection with Tenant's activities which may involve hazardous or toxic materials. Tenant shall allow access to the Premises by the appropriate governmental agency and Landlord so that such parties may assure compliance with the requirements of this subparagraph. Tenant acknowledges that it is aware of the penalties for improper disposal of hazardous waste as set forth in Section 403.727, Florida Statutes or any other federal, state, or local statute, law, ordinance, code, rule, regulation, order, or decree regulating, relating to, or imposing

liability or standards of conduct concerning hazardous materials, waste, or substances now or at any time hereafter in effect. Tenant hereby warrants, represents and covenants to and with Landlord that Tenant shall comply with all requirements of the Toxic Waste Regulations including, without limitation, the applicable requirements of Chapter 403, Florida Statutes and any other federal, state, or local statute, law, ordinance, code, rule, regulation, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning hazardous materials, waste, or substances now or at any time hereafter in effect. Tenant represents and warrants that Tenant shall at all times during the Term or any extension or renewal thereof, be in compliance with the Toxic Waste Regulations, and shall indemnify, defend and hold Landlord, Landlord's Management Company and Landlord's mortgagees harmless from and against any and all claims, liabilities, injuries, damages, costs and expenses (including attorneys' fees) arising out of or in connection with any breach of the covenants, representations or warranties of this subparagraph. Notwithstanding anything to the contrary, in the event Tenant shall maintain any hazardous or toxic materials in or about the Premises, Tenant shall first obtain a policy of environmental indemnity insurance in form and amounts as required by Landlord, naming Landlord and Landlord's Management Company as additional insured's and otherwise in compliance with the provisions applicable to insurance coverage as set forth in Article 9 herein.

ARTICLE 7.6: COMPLIANCE WITH ADA REQUIREMENTS.

Tenant shall be solely responsible, at its own cost, for maintaining the Premises in full and complete compliance with the all of the requirements of the Americans With Disabilities Act of 1990 and Title 28-Code of Federal Regulations-Chapter 1-Part 36 and any federal, state and/or local law, ordinance or regulation regarding persons with disabilities and/or physical access features for persons with disabilities at public accommodations (collectively "ADA"), as they may be amended from time to time. Tenant shall indemnify and hold the Landlord, Landlord's Management Company and Landlord's mortgagees harmless from and against any liability, cost, action or expense, including reasonable attorneys' fees at all levels, incurred by Landlord, Landlord's Management Company and/or Landlord's mortgagees in connection with any non-compliance of the ADA with regard to the Premises. Tenant hereby authorizes and empowers Landlord for and on Tenant's behalf to compromise and/or settle any ADA action brought against Landlord and/or Tenant with regard to the Premises including, without limitation, to execute such settlement agreements, consent decrees, stipulations and any other document for and on behalf of Tenant and Tenant shall faithfully, timely and completely abide and comply with the terms and conditions of any such compromises, consent decrees, stipulations and/or settlement agreements.

ARTICLE 7.7: RADON, MOLD AND MILDEW.

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

Mold and mildew can occur in buildings under certain circumstances, unless care is taken to avoid such occurrence. The occurrence of mold and mildew may pose health hazards to certain individuals. Landlord has not investigated and makes no representation concerning the existence or non-existence of mold and mildew in the Property or Premises at the time of the commencement of the Lease.

The Tenant is taking the Premises in its "As Is" condition and shall make all of its own investigations prior to signing this Lease and hereby releases Landlord, Landlord's Management Company and Landlord's mortgagees from any and all claims and causes of action regarding any radon, mold or mildew in or about the premises whether now or hereafter occurring.

ARTICLE 7.8: HAZARDOUS OR DANGEROUS CONDITIONS.

Tenant shall not use the Premises in any manner, nor allow any activity on or about the Premises, which any applicable municipal or governmental authority would deem hazardous, dangerous or to be a

threat to public safety ("Hazardous Activity"). In the event any Hazardous Activity occurs on or about the Premises or is caused as a result of Tenant's actions or inactions such shall be deemed a material default of this Lease and Landlord shall have the right to seek immediate possession of the Premises and to immediately pursue injunctive relief to enjoin any Hazardous Activity without the posting of any bond. Landlord may take any action without it being deemed an obligation and without liability to Tenant, in Landlord's sole discretion, to prevent and remediate or control any Hazardous Activity occurring on the Premises or is caused as a result of Tenant's actions or inactions, including, without limitation placing barriers in and about the Premises, placing or adding security personal in and about the Premises, all at Tenant's sole cost and expense. Any such costs and expense incurred by Landlord in connection with any Hazardous Activity shall be deemed additional rent and Tenant shall reimburse Landlord within 30 days of any demand.

ARTICLE 7.9: HURRICANE PREPARATIONS:

If at any time a hurricane watch or warning is put in effect by the authority having jurisdiction over the Premises it shall be the Tenant's sole responsibility and at the Tenant's sole risk to make any and all preparations to protect the Premises and Tenant's property, including, without limitation, merchandise, inventory, furniture, fixtures and equipment. Landlord may or may not have shutters for the Premises. If shutters are available, Landlord shall grant access to Tenant and Tenant shall at its sole discretion, cost and expense, install said shutters to protect Tenant's property. If Tenant does install shutter, Tenant shall be solely responsible for their removal within a reasonable time following the weather event. In no event shall Landlord be liable for any weather event, national emergency, act of terror or any act of God.

ARTICLE VIII: ADDITIONS, ALTERATIONS, REPLACEMENTS AND TRADE FIXTURES

ARTICLE 8.1: BY LANDLORD

Landlord hereby reserves the right at any time to make alterations or additions to the Property and to the building in which the Premises are contained.

ARTICLE 8.2: BY TENANT

Upon receipt of Landlord's prior written approval, Tenant may from time to time, at its own expense, alter, renovate or improve the interior of the Premises provided the same be performed in a good and workmanlike manner, in accordance with accepted building practices and so as not to weaken or impair the strength or lessen the value of the building in which the Premises are located. No changes, alteration or improvements affecting the exterior of the Premises shall be made by Tenant without the prior written approval of Landlord. Any work done by Tenant under the provisions of this Article shall not interfere with the use by the other tenants of their premises in the Property. In addition to its proportionate share, Tenant also agrees to pay 100% of any increase in the Real Estate Taxes or Landlord's Personal Property Taxes resulting from such improvements.

Upon obtaining the prior written consent of Landlord, Tenant shall remove such alterations, decorations, additions and improvements and restore the Premises as provided in Article 8.5, and if Tenant fails to do so and moves from the Premises, all such alterations, decorations, and additions and improvements shall become the property of Landlord.

ARTICLE 8.3: CONSTRUCTION INSURANCE AND INDEMNITY

Tenant shall indemnify and hold Landlord and Landlord's Management Company harmless from any and all claims for loss or damages or otherwise upon or in any manner growing out of any alterations or construction undertaken by Tenant under the terms of this Lease, including all costs, damages, expenses, court costs and attorney's fees, incurred in or resulting from claims made by any person or persons, by other tenants of premises in the Property, their subtenants, agents, or employees, customers and invitees.

Before undertaking any alterations or construction, Tenant shall obtain and pay for a public liability policy insuring Landlord and Tenant against any liability which may arise on account of such proposed

alterations or construction work in limits of not less than \$1,000,000.00 for any one person, \$2,000,000.00 for more than one person in any one accident and \$1,000,000.00 for property damage; and a copy of such policy shall be delivered to Landlord prior to commencement of such proposed work. Tenant shall also maintain at all times fire insurance with extended coverage in the name of Landlord and Tenant as their interests may appear in the amount adequate to cover the cost of replacement of all alterations, decorations, additions or improvements in and to the Premises and all trade fixtures therein, in the event of fire or extended coverage loss. Tenant shall deliver to Landlord copies of such fire insurance policies which shall contain a clause requiring the insurer to give Landlord 30 days' notice of cancellation of such policies.

ARTICLE 8.4: CONSTRUCTION LIENS AND ADDITIONAL CONSTRUCTION

If by reason of any alteration, repair, labor performed or materials furnished to the Premises for or on behalf of Tenant any construction or other lien shall be filed, claimed, perfected or otherwise established as provided by law against the Premises, Tenant shall discharge or remove the lien by bonding or otherwise, within thirty (30) days after Tenant receives notice of the filing of same. Notwithstanding any provision of this Lease seemingly to the contrary, Tenant shall never, under any circumstances, have the power to subject the interest of Landlord in the Premises to any mechanics' or materialmen's liens or liens of any kind, nor shall any provision contained in this Lease ever be construed as empowering the Tenant to encumber or cause the Landlord to encumber the title or interest of Landlord in the Premises.

Notwithstanding anything to the contrary contained herein, the interest of the Landlord shall not be subject to liens for improvements made by the Tenant. The Tenant shall notify any and all contractors making any improvements to the premises of this provision herein. Tenant is advised that Florida Statute § 713.10 provides that the knowing or willful failure of the Tenant to provide such notice to the contractor shall render the contract between the Tenant and the contractor voidable at the option of the contractor. A notice pursuant to Florida Statute § 713.10 has or may be recorded by Landlord at any time and this Lease or a short form thereof may be recorded at any time by Landlord. Landlord and Tenant expressly acknowledge and agree that neither the Tenant nor any one claiming by, through or under the Tenant, including without limitation contractors, subcontractors, materialmen, mechanics and laborers, shall have any right to file or place any mechanics' or materialmen's liens of any kind whatsoever upon the Premises nor upon any building or improvement thereon; on the contrary, any such liens are specifically prohibited. All parties with whom the Tenant may deal are hereby put on notice that the Tenant has no power to subject the Landlord's interest in the Premises to any claim or lien of any kind or character and any persons dealing with the Tenant must look solely to the credit of the Tenant for payment and not to the Landlord's interest in the Premises or otherwise. Any lien filed against the Premises in violation of this paragraph shall be null and void and of no force and effect. Tenant shall indemnify and hold Landlord, Landlord's mortgagee and Landlord's Management Company harmless from and against any such liens and costs, damages, charges and expenses, including but not limited to attorneys' fees incurred in connection with or with respect to any such lien.

ARTICLE 8.5: TRADE FIXTURES

All trade fixtures and equipment installed by Tenant in the Premises shall be new or completely reconditioned or in good useable condition.

Provided Tenant is not in default hereunder, Tenant shall have the right, at the termination of this Lease, to remove any and all trade fixtures, equipment and other items of personal property not constituting a part of the freehold which it may have stored in or installed in the Premises including, but not limited to, counters, shelving, showcases, chairs, and movable machinery purchased or provided by Tenant and which are susceptible of being moved without damage to the building, and the Premises, provided this right is exercised before the Lease is terminated and provided that Tenant, at its own cost and expense, shall repair any damage to the Premises caused thereby. The right granted Tenant in this Article 8.5 shall not include the right to remove any plumbing or electrical fixtures or equipment, heating or air conditioning

equipment, floor-coverings (including wall-to-wall carpeting) glued or fastened to the floors or any paneling, tile or other materials fastened or attached to the walls or ceilings, all of which shall be deemed to constitute a part of the freehold. The Premises and the immediate areas in front, behind and adjacent to it shall be left in the same condition as it was at Lease commencement and with all Landlord improvements, if any, reasonable wear and tear excepted, and in a broom-clean condition, including walls freshly painted white, all light fixtures working, floor swept clean (if carpeting, freshly shampooed). Tenant shall also be responsible for surrendering all keys and codes (where necessary). Should Tenant fail to comply with this provision, Tenant shall reimburse Landlord for all costs and expenses incurred by Landlord in connection therewith and Landlord may deduct the cost of thereof from Tenant's Security Deposit. If Tenant shall fail to remove its trade fixtures or other property at the termination of this Lease, such fixtures and other property not removed by Tenant and shall be deemed abandoned by Tenant, and, at the option of Landlord, shall become the property of Landlord. All of the foregoing is subject to Articles 11.2 and 12.2 of this Lease.

ARTICLE IX: INSURANCE AND INDEMNITY

ARTICLE 9.1: TENANT'S INSURANCE

Tenant shall maintain, at its own cost and expense, in responsible companies approved by Landlord, combined single limit public liability insurance, insuring Landlord, Landlord's Management Company and Tenant, as their interests may appear, against all occurrences and claims, demands or actions for bodily injury, personal injury or death of any one person in an amount of not less than \$1,000,000.00; and for bodily injury, personal injury or death of more than one person in any one accident in an amount of not less than \$2,000,000.00; and for damage to property in an amount of not less than \$1,000,000.00. If Tenant engages in the sale or allows consumption upon the Premises of wine, beer, or liquor (alcohol sales or consumption of any kind) whether for on site or off-site consumption, Tenant shall maintain, at its own cost and expense, in responsible companies approved by Landlord, Liquor Liability insurance in an amount not less than \$2,000,000.00 per occurrence. Additionally, in the case of either a (i) nightclub use or (ii) restaurant use (where dancing or live music occur) Tenant shall maintain an Umbrella Liability insurance in an amount not less than \$5,000,000.00. Landlord, Landlord's Management Company, and their directors, officers, employees and agents, shall be covered as additional insureds without limitation in all such policies. All required liability insurance shall have no exclusions or sub-limits for Assault and Battery, Abuse and Molestation or incidents involving Firearms. Landlord shall have the right to direct Tenant to increase such amounts whenever it considers them inadequate. Such liability insurance shall also cover and include all exterior signs maintained by Tenant. The policy of insurance may be in the form of a general coverage or floater policy covering these and other premises, provided that Landlord and Landlord's Management Company are specifically insured therein. Tenant shall carry like coverage against loss or damage by boiler or compressor or internal explosion of boilers or compressors, if there is a boiler or compressor in the Premises. Tenant shall maintain insurance covering all glass forming a part of the Premises including plate glass in the Premises and fire insurance against loss or damage by fire or windstorms, with such endorsements for extended coverage, theft, vandalism, malicious mischief and special extended coverage as may be reasonably required or advisable, covering 100% of the replacement costs of any items of value, including but not limited to, signs, stock, inventory, fixtures, improvements, floor coverings, equipment and air conditioning compressors and equipment serving the Premises. Tenant shall maintain worker's compensation insurance as required by applicable law and environmental indemnity insurance if required under Article 7.5 of this Lease. All of said insurance shall be in form and in responsible companies satisfactory to Landlord and shall provide that it will not be subject to cancellation, termination or change except after at least 30 days prior written notice to Landlord. Any insurance procured by Tenant shall be primary and shall contain an express waiver of any right of subrogation by the insurance company against Landlord, Landlord's Management Company and Landlord's insurer. The policies, together with satisfactory evidence of the payment of the premiums thereon, shall be deposited with Landlord on or before the day Tenant takes possession of the Premises. Failing to provide and maintain all required insurance shall be considered a material breach of this Lease. Thereafter, Tenant shall provide Landlord with evidence of proof of payment upon renewal of any such policy, not less than 30 days prior to expiration of the term of such coverage. In the event Tenant fails to obtain or maintain the insurance required hereunder, Landlord may obtain same, without any obligation whatsoever to do so, and any costs incurred

by Landlord in connection therewith plus a ten percent (10%) administrative fee shall be payable by Tenant upon demand. Nothing herein shall be deemed or construed to either (i) release Landlord's insurer from any obligation to Landlord; or (ii) impair Landlord's rights as to any of its own insurance coverages or policy benefits. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS LEASE, TENANT IS SOLELY RESPONSIBLE FOR THE INTERIOR OF THE PREMISES AND ALL OF ITS CONTENTS, INCLUDING BUT NOT LIMITED TO, TENANT'S STOCK IN TRADE, FIXTURES, FURNITURE, FURNISHINGS, FLOOR COVERINGS AND EQUIPMENT AND TENANT IS SOLELY RESPONSIBLE TO OBTAIN ADEQUATE INSURANCE AT ITS SOLE COST TO COVER AND PROTECT THE SAME. TENANT HEREBY WAIVES ANY AND ALL CLAIMS AGAINST LANDLORD FOR ANY DAMAGE TO THE PREMISES AND ITS CONTENTS WHICH MAY BE CAUSED BY ANY MATTER, INCLUDING BUT NOT LIMITED TO FIRE, HURRICANES, TORNADO, FLOODING, WATER INTRUSION AND/OR CIVIL UNREST.

ARTICLE 9.2: EXTRA HAZARD INSURANCE PREMIUM

Tenant agrees that it will not keep, use, sell or offer for sale in or upon the Premises any article or permit any activity which may be prohibited by the standard form of fire or public liability insurance policy. Tenant agrees to pay any increase in premiums for fire and extended coverage or public liability insurance which may be carried by Landlord on the Premises or the building of which they are a part, resulting from the type of merchandise sold or services rendered by Tenant or activities in the Premises, whether or not Landlord has consented to the same.

ARTICLE 9.3: INDEMNITY

Tenant, during the Lease Term hereof shall indemnify and save Landlord, Landlord's mortgagee and Landlord's Management Company harmless from and against any and all claims and demands whether for injuries to persons or loss of life, or damage to property, occurring within the Premises and immediately adjoining the Premises and arising out of the use, operation, occupancy, repair or alteration of the Premises by Tenant, or occasioned wholly or in part by any act or omission of Tenant, its subtenants, agents, contractors, employees, servants, lessees or concessionaires, excepting however such claims and demands, whether for injuries to persons or loss of life, or damage to property, caused by the intentional act of Landlord. If, however, any liability arises in the Common Areas because of the negligence of Tenant, Tenant's subtenants, agents, employees, contractors, invitees, customers or visitors, then in such event Tenant shall hold Landlord and Landlord's management company harmless. In case Landlord or Landlord's Management Company shall, without fault on its part, be made a party to any litigation commenced by or against Tenant, then Tenant shall protect and hold Landlord and Landlord's Management Company harmless and pay all costs, expenses and reasonable attorneys' fees incurred or paid by Landlord and/or Landlord's Management Company in connection with such litigation.

ARTICLE 9.4: DEFINITION & LIABILITY OF LANDLORD & LANDLORD'S MANAGEMENT COMPANY

The term "Landlord" as used in this Lease means only the owner or the mortgagee in possession for the time being of the building in which the Premises are located or the owner of a leasehold interest in the building and/or the land thereunder so that in the event of sale of the building or an assignment of this Lease, or a demise of the building and/or land, Landlord shall be and hereby is entirely freed and relieved of all obligations of Landlord hereunder and it shall be deemed without further agreement between the parties and such purchaser(s), assignee(s) that the purchaser, assignee or lessee has assumed and agreed to observe and perform all obligations of Landlord hereunder. The term "Landlord's Management Company" as used in this Lease means I.M.C. Property Management and Maintenance, Inc., a Florida corporation, and/or its successors and assigns, or any other property management company or person engaged by Landlord to manage or control the Property or the Premises. It is specifically understood and agreed that there shall be no personal liability on Landlord or Landlord's Management Company in respect to any of the covenants, conditions or provisions of this Lease; in the event of a breach or default by Landlord or Landlord's Management Company of any of their obligations under this Lease, Tenant shall look solely to the equity of Landlord in the Property or Landlord's Management Company's then existing and applicable insurance policy for the satisfaction of Tenant's remedies.

ARTICLE X: DAMAGE, DESTRUCTION AND CONDEMNATION

ARTICLE 10.1: DAMAGE OR DESTRUCTION BY FIRE OR OTHER CASUALTY

A. Tenant shall give prompt notice to Landlord in case of fire or other damage to the Premises or the building(s) containing the Premises. Subject to the provisions of Article VI of this Lease which governs repair obligations of the Tenant and the Landlord, in the event the Property or Premises are damaged after the commencement of the Lease Term, the Lease or any extension or renewal thereof shall continue in full force and effect. If the repairs are the obligation of the Landlord as set forth in Article VI of this Lease and to the extent of the damage is less than 50% of the cost of replacement of the Premises, the damage shall promptly be repaired by Landlord, at Landlord's expense, provided that Landlord shall not be obligated to so repair if it is the responsibility of the Tenant to make repairs as set forth in Article VI of this Lease and provided further that Landlord shall not be obligated to expend for such repair an amount in excess of the insurance proceeds recovered or recoverable as a result of such damage, and in no event shall Landlord be required to replace Tenant's contents, including but not limited to, stock in trade, fixtures, furniture, furnishings, floor coverings and equipment which is the sole responsibility of Tenant at its sole cost and expense. In the event of any such damage and (a) Landlord is not required to repair as hereinabove provided, or (b) the Premises shall be damaged to the extent of 50% or more of the cost of replacement, or (c) the building of which the Premises are a part is damaged to the extent of 25% or more of the cost of replacement, or (d) all buildings (taken in the aggregate) in the Property shall be damaged to the extent of more than 25% of the aggregate cost of replacement, Landlord may elect either to repair or rebuild the Premises or the building or buildings, or to terminate this Lease upon giving notice of such election to Tenant within Ninety (90) days after the occurrence of the event causing the damage.

B. If the obligation to repair the Premises falls upon the Landlord as provided for in Article VI of this Lease and if the casualty, repairing, or rebuilding shall render the Premises untenable, in whole or in part, and the obligation to repair the Premises does not fall upon the Tenant as provided for in Article VI of this Lease and if the damage shall not have been due to the fault or neglect of Tenant, its permitted subtenants, concessionaires, agents, customers or employees, a proportionate abatement of the Base Rent shall be allowed from the date when the damage occurred until the date Landlord completes the repairing or rebuilding, said proportion to be computed on the basis of the relation which the gross square foot area of the space rendered untenable bears to the floor area of the Premises. If Landlord is required or elects to repair the Premises as herein provided, Tenant shall repair or replace its stock in trade, fixtures, furniture, furnishings, floor coverings and equipment, and if Tenant has closed for business, Tenant shall promptly reopen for business upon the completion of such repairs.

C. Subject to the repair obligations as set forth in Article VI of the Lease and as provided above, in the event the Premises or the building(s) shall be damaged in whole or in substantial part within the last 24 months of the original Lease Term, or within the last 24 months of the last Renewal Term, if renewals are provided for herein, Landlord shall have the option, exercisable within 90 days following such damage, of terminating this Lease, effective as of the date of receipt of mailing notice to Tenant hereof. If any such termination occurs during the Initial Lease Term, any options for renewal shall automatically be of no further force or effect.

D. No damage or destruction of the Premises or the building(s) shall allow Tenant to surrender possession of the Premises nor affect Tenant's liability for the payments of rent or any other covenant contained herein, except as may be specifically provided in this Lease. Notwithstanding any of the provisions herein to the contrary, Landlord shall have no obligation to rebuild the Premises or the building(s) and may at its own option cancel this Lease unless the damage or destruction is a result of a casualty covered by Landlord's policy and the Landlord elects to rebuild and the Landlord's lender consents to the same.

ARTICLE 10.2: CONDEMNATION

In the event the entire Premises shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority, this Lease shall terminate and expire as of the date of title vesting in such proceeding, and Landlord and Tenant shall thereupon be released from any further liability hereunder. If any part of the Premises shall be taken as aforesaid, and such partial taking shall render that portion not so taken unsuitable for the business of Tenant, as determined by Landlord, then this Lease and the term herein shall cease and terminate as aforesaid. If such partial taking is not extensive enough to render the Premises unsuitable for the business of Tenant, then this Lease shall continue in effect, except that the Base Rent shall be reduced in the same proportion that the floor area of the Premises taken bears to the original floor area leased and Landlord shall, upon receipt of the award in condemnation, make all necessary repairs or alterations to the building in which the Premises are located so as to constitute the portion of the building not taken a complete architectural unit, but such work shall not exceed the scope of the work to be done by Landlord in originally constructing said building, nor shall Landlord, in any event, be required to spend for such work in an amount in excess of the amount received by Landlord as damages for the part of the Premises so taken. "Amount received by Landlord" shall mean that part of the award in condemnation which is free and clear to Landlord of any collection by mortgagee for the value of the diminished fee. If this Lease is terminated as provided in this paragraph, Landlord shall make an equitable refund of any rent paid by Tenant in advance. Tenant shall not be entitled to and expressly waives all claim to any condemnation award for any taking, whether whole or partial, and whether for diminution in value of the leasehold or to the fee although Tenant shall have the right, to the extent that the same shall not reduce Landlord's award, to claim from the condemning authority, and but not from Landlord, such compensation as may be recoverable by Tenant in its own right for damage to Tenant's business, fixtures and improvements installed by Tenant at its expense.

ARTICLE XI: DEFAULT

ARTICLE 11.1: DEFAULT

Landlord may, at its option, terminate this Lease, as provided below and take the action outlined in Article 11.2 hereof, if:

1. Tenant defaults in the payment of any rentals or any other payments when due, and such default shall continue for three (3) days after notice from Landlord to Tenant; or
2. Tenant defaults in fulfilling any of the other covenants or obligations of this Lease on Tenant's part to be performed hereunder, and such default has not been cured within twenty (20) days after written notice from Landlord to Tenant specifying the nature of said default; or
3. If the default so specified shall be of such a nature that the same cannot be reasonably cured or remedied within said 20 day period, and if Tenant shall not in good faith have commenced the curing or remedying of such default within such 20 day period and shall not thereafter diligently proceed therewith to completion, which completion shall in no event be more than 40 days after notice from Landlord; or
4. If Tenant shall fail to occupy the Premises on the Commencement Date as fixed herein, or anytime thereafter, or shall fail to remain open for business throughout the Lease Term, as hereinbefore provided; or
5. At any time during the term should there be filed by or against Tenant or against any successor tenant then in possession, in any court, pursuant to any statute, either of the United States or any state, a petition:
 - (i) in bankruptcy,
 - (ii) alleging insolvency,
 - (iii) for reorganization,

- (iv) for the appointment of a receiver or trustee,
- (v) for an arrangement under the Bankruptcy Acts,
- (vi) if a similar type of proceeding shall be filed and any such petition or filing against Tenant has not been dismissed within a period of 20 days; or

- 6. Tenant makes or proposes to make an assignment for the benefit of creditors.
- 7. Tenant violates any applicable exclusive use provision or use restriction in any other tenant lease or leases or as to the underlying property.

ARTICLE 11.2: LANDLORD'S RIGHTS ON DEFAULT

In the event of any default which remains uncured after any applicable cure period and/or if the term of this Lease shall expire, and/or should Landlord elect to terminate this Lease as provided for herein, Landlord shall have the immediate right to re-entry and may remove all persons and property from the Premises and such property may be removed and stored in a public warehouse or elsewhere at the cost of, and on the account of Tenant, all without service of notice or resort to legal process, all of which Tenant expressly waives, and Landlord shall not be deemed guilty of trespass, or become liable for any loss or damage which may be occasioned thereby. Landlord shall have a lien for the payment of all sums agreed to be paid by Tenant herein upon all Tenant's property, which is to be in addition to Landlord's lien now or that may hereafter be provided by law. Should Landlord elect to reenter or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, it may make such alterations and repairs as may be necessary in order to re-let the Premises or any part thereof, for such term or terms (which may be for a term extending beyond the Lease Term) and at such rentals and upon such other terms and conditions as Landlord, in its sole discretion, may reasonably deem advisable. Upon each such reletting, all rentals received by Landlord from such reletting shall be applied, first, to the payment of any indebtedness, other than rent due hereunder, from Tenant to Landlord; second, to the payment of any costs and expenses of such reletting, including brokerage fees and to costs of such alterations and repairs; third, to the payment of rent due and unpaid hereunder, the residue, if any, shall be held by Landlord and applied in payment of future rent as the same may become due and payable hereunder. If such rentals received from such reletting during any month be less than that to be paid during that month by Tenant as set forth herein, Tenant shall pay any such deficiency to Landlord. Such deficiency shall be calculated and paid monthly. Landlord, in its sole discretion may, without notice, accelerate the rent for the remainder of the stated term and Landlord shall recover from Tenant all damages it may incur by reason of Tenant's default, including the cost of recovering the Premises and, including charges equivalent to rent reserved in this Lease for the remainder of the stated term, all of which amounts shall be immediately due and payable from Tenant to Landlord.

The parties hereby waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other or any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Premises, and/or claim of injury or damage. In the event of a breach by Tenant of any of the covenants or provisions hereof, Landlord shall have, in addition to any other remedies which it may have, the right to invoke any remedy allowed at law or in equity, including injunctive relief. In the event of any litigation arising out of enforcement of this Lease, the prevailing party shall be entitled to recovery of all costs, including reasonable attorneys' fees.

Notwithstanding anything in this Lease to the contrary, Landlord reserves all rights which any state or local laws, rules, regulations or ordinances confer upon Landlord against a Tenant in default. This article shall apply to any renewals or extensions of this Lease. This Lease shall be deemed to have been made in the County in which the Premises are located and shall be interpreted, and the rights and liabilities of the parties here determined, in accordance with the laws of the State of Florida.

Upon any successful eviction action against Tenant and upon service of a writ of possession any and all equipment, fixtures and all other personal property remaining upon or in the Premises shall forthwith be deemed abandoned by Tenant and shall become the sole property of Landlord and Landlord shall have the right to use or dispose of the same in Landlord's sole discretion without any liability whatsoever to Tenant or any other person claiming any rights through Tenant.

In the event of a suit being instituted by Landlord to enforce this Lease, Landlord shall, as a matter of right, be entitled to apply at any time during such suit to the court having jurisdiction thereof for: (i) temporary and/or permanent injunctive relief to enjoin any violation of any of the terms of this Lease, including to, but not limited to, any violation of the use provisions of this Lease or Tenant's violation of any applicable exclusive use provision or use restriction in any other tenant lease or leases or as to the underlying property; and/or (ii) the appointment of a receiver of all Tenant's Property, and of all incomes, profits, issues and revenues thereof from whatsoever source derived. Thereupon, it is hereby expressly covenanted and agreed that the court shall forthwith appoint such receiver with the usual powers and duties of receivers in like cases, and said appointment shall be made without reference to the adequacy or inadequacy of the value or security of the Tenant's Property, or to the solvency or insolvency of Tenant or any other party defendant to such suit. Tenant hereby specifically waives the right to object to the appointment of a receiver as aforesaid and hereby expressly consents that such appointment shall be made as an admitted equity and as a matter of absolute right to Landlord. Tenant further agrees to pay all fees and costs of the receiver and its accountants and attorneys, and all costs, including reasonable attorneys' fees, incurred by Landlord in connection therewith.

During the continuance of any Default by Tenant pursuant to Article 11.1, Landlord or its agents may enter into and upon all or any part of the Premises and retain all of Tenant's property, and may exclude Tenant, its agents and employees wholly therefrom without liability therefor; and having and holding the same may operate, manage and control the Premises and sell or otherwise dispose of the Tenant's property. Landlord shall have the right to manage and operate and sell and dispose of Tenant's property as it shall deem appropriate in its sole discretion. Landlord shall be entitled to collect and receive all earnings, revenues, issues, profits and income of the Tenant's property, all of which shall for all purposes constitute property of Landlord; and after deducting the expenses of all expenses, maintenance, repairs, renewals, replacements, alterations, and amounts necessary to pay for taxes, assessments, insurance and prior or other proper charges upon the Tenant's property or any part thereof, as well as just and reasonable compensation for the services of Landlord and for all attorneys, counsel, agents, clerks and other employees by it properly engaged and employed, Landlord shall apply the monies arising as aforesaid to the amounts due and to become due under the Lease in such order as Landlord may elect and any excess thereafter shall be held for Tenant.

Tenant expressly agrees to and submits to the jurisdiction and venue of the courts in in Miami-Dade County, Florida and the county courts in which the Premises are located for any suit hereunder.

ARTICLE 11.3: NON-WAIVER PROVISIONS

The failure of Landlord to insist upon strict performance of any of the terms, conditions and covenants herein shall not be deemed to be a waiver of any rights or remedies that Landlord may have and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained except as may be expressly waived in writing. Any entry or re-entry by Landlord shall not be deemed to absolve or discharge Tenant from liability hereunder.

ARTICLE 11.4: INABILITY TO PERFORM

If Landlord is delayed or prevented from performing any of its obligations under this Lease by reason of strike, labor disputes, or any cause whatsoever beyond Landlord's reasonable control, the period of such delay or such prevention shall be deemed added to the time herein provided for the performance of any obligation by Landlord. In the event Tenant is delayed or prevented from performing any of its non-monetary obligations under this Lease by reason of strike, labor disputes, or any cause whatsoever beyond Tenant's

reasonable control, the Landlord, at its option may extend the time for Tenant to perform but shall not be obligated to do so. Tenant shall, under no circumstances or reasons or events whatsoever, be excused from performing and paying all monetary obligations called for in this Lease including, without limitation, the obligation to timely pay Rent.

ARTICLE XII: SECURITY

ARTICLE 12.1: SECURITY DEPOSIT

A. Tenant has deposited with Landlord the sum as set forth in the Preamble of this Lease to be retained by Landlord without liability for interest, as security for the payment of all Rent and other sums of money which shall or may be payable for the full stated Lease Term, and any extension or renewal thereof, and for the faithful performance of all the terms of this Lease to be observed and performed by Tenant.

B. The Security Deposit shall not be mortgaged, assigned, transferred or encumbered by Tenant without Landlord's prior written consent, and any such act on the part of Tenant shall be without force or effect and shall not be binding upon Landlord. Such security deposit shall not be considered an advance payment of rent or a measure of Landlord's damages in case of default by Tenant. Upon the occurrence of any event of default by Tenant, Landlord may, from time to time, without prejudice to any other remedy, use such fund to the extent necessary in Landlord's sole discretion to make good any arrears of rent and any other damage, injury, expense or liability caused to Landlord by such event of default. Following any such application of the security deposit, Tenant shall pay to Landlord immediately upon demand, the amounts so applied in order to restore the security deposit to the amount thereof prior to such application, and the failure to do so shall constitute a material default hereunder.

C. Such security deposit need not be segregated or kept in an earmarked account. Tenant shall not be entitled to any interest on such security deposit. If Tenant shall be late more than 3 times in the making of any payment of rent or any sum due under this lease, Tenant agrees that, upon request of Landlord, it will increase forthwith the amount of the security deposit to a sum one and one half the existing amount of such security deposit.

D. Within thirty (30) days after the expiration of the tenancy hereby created, whether by lapse of time or otherwise, provided Tenant shall not be in default hereunder and shall have complied with all the terms, covenants and conditions of this Lease, including the yielding up of the immediate possession to Landlord and payment of all bills incurred by Tenant in connection with its performance of the terms, covenants and conditions of this Lease, Landlord shall return to Tenant said sum on deposit or such portion thereof then remaining on deposit with Landlord as set forth herein. In the event of any dispute regarding the security deposit Tenant must commence any legal action within one year after this lease is terminated for any reason, otherwise, Tenant waives any and all rights with respect to such security deposit.

ARTICLE 12.2: PERSONAL PROPERTY

As additional security for the performance of Tenant's obligations hereunder, Tenant hereby pledges and assigns to Landlord all furniture, fixtures, machinery, equipment, goods, inventory, stock and chattels, licenses, permits and all other personal property and assets, tangible and intangible, of Tenant which are now or may hereafter be owned by Tenant or brought or put in the Premises or used with the Premises, and further grants to Landlord a security interest under the Uniform Commercial Code. Landlord shall have the absolute right and hereby has Tenant's authority to file a UCC-1 or any other document to perfect the same. Nothing therein contained shall be deemed to be a waiver by Landlord of its statutory lien for rent and any other remedies, rights and privileges of Landlord in the case of default of Tenant and shall not be exclusive and, in addition thereto, Landlord may also exercise and enforce all its rights at law or in equity which it may otherwise have as a result of Tenant's default hereunder.

Upon termination of this Lease for any reason any and all equipment, fixtures, licenses and all other personal property remaining upon or in or about the Premises shall forthwith be deemed abandoned by

Tenant and shall become the sole property of Landlord and Landlord shall have the right to use or dispose of the same in Landlord's sole discretion without any liability whatsoever to Tenant or any other person claiming any rights through Tenant.

ARTICLE XIII: ADDITIONAL TENANT AGREEMENTS

ARTICLE 13.1: MORTGAGE FINANCING AND SUBORDINATION

This Lease and all of Tenant's rights hereunder are and shall be subordinate to the present and any future mortgage (including any assignment of leases and rents) upon the Property, including renewals, extensions, modifications, replacements consolidations or substitutions of such present or future mortgages and all advances made or to be made thereunder, as well as to any existing ground lease, without the need for any additional document to evidence such subordination, however, Tenant shall, immediately upon request of either Landlord, the holder of any mortgage or Deed of Trust now or hereafter placed upon the Landlord's interest in the Premises or future additions thereto, and to any ground lease now or hereafter affecting the Premises, execute and deliver, immediately upon demand, such further instruments subordinating this Lease to the lien of any such mortgage or mortgages, and ground lease in such form as supplied by Landlord or Landlord's lender or ground lessor. Tenant agrees to execute all agreements required by Landlord's mortgagee or ground lessor or any purchaser at a foreclosure sale or sale in lieu of foreclosure by which agreements Tenant will attorn to the mortgagee or purchaser or ground lessor. In the event Tenant fails or refuses to execute any such documents such shall be considered a material default under this Lease and Tenant hereby appoints and authorizes Landlord and/or Landlord's Management Company to execute any such documents in its place and stead as attorney in fact, and waives any and all rights to object to said documents and fully exculpates and releases Landlord from any liability in connection therewith. This shall not be construed as an obligation of Landlord to execute such documents but shall be in Landlord's sole option to do so, without waiving any of Landlord's rights under this Lease. In the event any tenant improvements are ongoing when and if Landlord may finance or refinance the Property and if Tenant has filed or caused to be filed a notice of commencement, Tenant shall forthwith, upon notice from Landlord, cause such notice of commencement to be terminated and take all steps necessary to obtain any affidavits and waivers of lien required to effectuate such termination.

ARTICLE 13.2: ASSIGNMENT OR SUBLETTING

All assignments of this Lease or sublease of the Premises by Tenant shall be subject to and in accordance with all of the provisions of this Article 13.2.

Tenant may not assign this Lease or sublease the Premises, in whole or in part without first having obtained the written consent of Landlord in Landlord's sole discretion. Any assignment or sublease by Tenant shall be subject to any applicable exclusive use provision or use restriction in any other tenant lease or leases at the Property and may only be for the purpose specified in Article 1.4 and for no other purpose and not use any other business name without the express written authorization of Landlord. In no event shall any assignment or sublease of the Premises release or relieve Tenant from any obligations of this Lease. If Tenant is a corporation and any transfer, sale, pledge or other disposition of more than Ten Percent (10%) of the common stock shall occur, or voting control or power to vote the majority of the outstanding capital stock be changed, such action shall be deemed an assignment under the terms of this Lease and shall be subject to all the terms and conditions hereof.

In the event that Tenant shall seek Landlord's permission to assign this Lease or sublet the Premises, Tenant shall provide to Landlord the name, address, financial statement and business experience resume of the proposed assignee or subtenant and such other information concerning such proposed assignee or subtenant as Landlord may require together with a non-refundable review fee (Assignment Review Fee) not to exceed \$1,500.00. The review time for any proposed assignment shall be approximately thirty (30) days from receipt and clearance of the Assignment Review Fee and all required documents. Any proposed and approved assignee or subtenant of Tenant shall assume Tenant's obligations hereunder and deliver to Landlord an assumption agreement in form satisfactory to Landlord no less than 10 days prior to the effective date of the proposed assignment. Landlord may make additional

requirements such as increased security deposit or require guaranties with regard to any assignment or sublease in its sole and absolute discretion. Notwithstanding any of the foregoing provisions, if Tenant is or has been at any time in default under any of the terms of this Lease which has not been cured, Tenant may not assign or sublet the Premises in whole or in part. Additionally, Landlord shall not be deemed to have consented to a proposed assignment or sublease or otherwise waived any of Landlord's right or remedies if Landlord accepts a rent payment, a check or negotiable instrument from any party other than Tenant including but not limited to the proposed assignee or sublessee prior to Landlord's written consent to an assignment or sublease being duly executed and delivered to Tenant.

In the event of any sublease or assignment of all or any portion of the Premises where the rent in the sublease or assignment exceeds the rent or pro rata portion of the rent, as the case may be, for such space in the Lease, Tenant shall pay the Landlord monthly, as additional Rent, at the same time as the monthly installments of rent hereunder, one-half (1/2) of the excess rent paid for the sublease over the rent in this Lease applicable to the sublease space.

Tenant shall pay Landlord's reasonable attorney's fees and administrative processing and review fees in connection with any proposed assignment or sublease, the payment of which shall be a condition for any proposed assignment or sublease. Notwithstanding anything to the contrary contained herein, Landlord may, in its sole discretion, require any approved assignee or sublessee to enter into a new lease with Landlord with terms and conditions acceptable to Landlord.

ARTICLE 13.3: TENANT'S NOTICE TO LANDLORD OF DEFAULT

Should Landlord be in default under any of the terms of this Lease, Tenant shall give Landlord prompt written notice thereof in the manner specified in Article 14.1-Notices, and Tenant shall allow Landlord a reasonable length of time in which to cure such default, which time shall not in any event be less than Thirty (30) days from the date of receipt of such notice.

ARTICLE 13.4: SHORT FORM LEASE

Tenant agrees not to record this Lease or any memoranda without the express prior written consent of Landlord.

ARTICLE 13.5: SURRENDER OF PREMISES AND HOLDING OVER

A. Tenant shall give written notice to Landlord not less than 180 days nor more than 240 days (unless there exists or remains active Renewal Options, then the time frame shall be governed by Article 15.1 below) prior to the expiration of the current Lease Term in effect of Tenant's intention to: (i) vacate the Premises at the end of the Lease Term or extension or renewal; or (ii) to attempt to enter into a new lease agreement for the Premises at terms to be negotiated by Landlord and Tenant in Landlord's sole and absolute discretion with no obligation whatsoever, if no such renewal or extension rights remain.

B. At the expiration of the tenancy and subject to Article 13.5(A), Tenant shall surrender the Premises in good condition, reasonable wear and tear excepted, and damage by unavoidable casualty, and Tenant shall surrender all keys for the Premises to Landlord at the place then fixed for the payment of Rent and shall inform Landlord of all combinations on locks, safes and vaults, if any, in the Premises. In the event Tenant remains in possession of the Premises after the expiration of the tenancy created hereunder, whether or not with the consent or acquiescence of Landlord, and without the execution of a new lease, Tenant, at the option of Landlord, shall be deemed to be occupying the Premises as a Tenant at will on a week-to-week tenancy and in no event on a month-to-month or on a year-to-year tenancy. The rent during this week-to-week tenancy shall be payable weekly at twice the Base Rent, twice the percentage rent (if applicable), and twice all other charges due hereunder, and shall be subject to all other terms, conditions, covenants, provisions and obligations of this Lease, and no extension or renewal of this Lease shall be deemed to have occurred by such holding over.

ARTICLE 13.6: ESTOPPEL CERTIFICATE

Tenant agrees to provide at any time, within 10 days of Landlord's or Landlord's lender's written request a statement certifying that this Lease is unmodified and in full force and effect or, if there have been modifications, same are in full force and effect as modified and stating the modifications and the dates to which the Base Rent and other charges have been paid in advance, if any. It is intended that any such statement delivered pursuant to this paragraph may be relied upon by any prospective purchaser or mortgagee of the Premises.

ARTICLE 13.7: COMPLIANCE WITH LAWS

Tenant, at its sole expense, shall use high diligence in complying with all laws, rules orders and regulations of federal, state, county and municipal authorities, and with any direction of any public officer or officers, pursuant to law, which shall impose any duty upon Landlord or Tenant with respect to and arising out of Tenant's use or occupancy of the Premises. If Tenant receives notice of any violation of law, ordinance, order or regulation applicable to the Premises, it shall give prompt notice thereof to Landlord. Without limiting the generality of the foregoing, Tenant shall be responsible for compliance with requirements imposed by the Americans with Disabilities Act relative to the Premises, including without limitation all such requirements applicable to removing barriers, furnishing auxiliary aids and ensuring that whenever alterations are made, the affected portion of the Premises are readily accessible to and usable by individuals with disabilities. Tenant represents and warrants that Tenant shall at all times during the Term or any extension or renewal thereof, be in compliance with this subparagraph and shall indemnify, defend and hold Landlord, Landlord's Management Company and Landlord's mortgagees harmless from and against any and all claims, liabilities, injuries, damages, costs and expenses (including attorneys' fees) arising out of or in connection with any breach of the covenants, representations or warranties of this subparagraph.

ARTICLE 13.8: RELOCATION

Intentionally Deleted.

ARTICLE XIV: MISCELLANEOUS PROVISIONS

ARTICLE 14.1: NOTICES

Whenever notice shall or may be given to either of the parties by the other, each such notice shall be either delivered in person or sent by recognized national overnight carrier or by registered or certified mail, with return receipt requested.

Notice to Landlord shall be sent to: 696 NE 125 Street
North Miami, FL 33161
Attention: Lease Administration

Notice to Tenant shall be sent to the Premises address unless written notice is otherwise given to Landlord.

ARTICLE 14.2: ENTIRE AND BINDING AGREEMENT

This Lease contains all of the agreements between the parties hereto, and it may not be modified in any manner other than by agreement in writing signed by all parties hereto or their successors in interest. The parties hereto acknowledge that this instrument represents the full and complete Agreement of the parties and that there are no oral representations by either party that have not been completed or constitute a condition precedent to the validity of this Agreement. The terms, covenants and conditions contained herein shall inure to the benefit of and be binding upon Landlord and Tenant and their respective heirs, successors and assigns, except as may be otherwise expressly provided in this Lease. Landlord, Landlord's Management Company, their officers, representatives, employees and agents make no representations whatsoever to Tenant with regard to this Lease, the Premises, or any other matter unless

specifically set forth in this Lease in writing. Tenant represents and warrants that it has not relied on any representations whatsoever in entering into this Lease other than as expressly set forth in this Lease.

ARTICLE 14.3: PROVISIONS SEVERABLE

If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be illegal, invalid or unenforceable, the remainder of this Lease, or the application of such term or provisions to persons or circumstances other than those to which it is held illegal, invalid or unenforceable shall not be affected hereby and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

ARTICLE 14.4: CAPTIONS

The captions contained herein are for convenience and reference only and shall not be deemed as part of this Lease or construed as in any manner limiting or amplifying the terms and provisions of this Lease to which they relate.

ARTICLE 14.5: RELATIONSHIP OF THE PARTIES

Nothing herein contained shall be deemed or construed as creating the relationship of principal and agent or of partnership or joint venture between the parties hereto; it being understood and agreed that neither the method of computing rent nor any other provision contained herein nor any acts of the parties hereto shall be deemed to create any relationship between the parties other than that of Landlord and Tenant.

ARTICLE 14.6: FINANCIAL STATUS

Intentionally Deleted.

ARTICLE 14.7: BUSINESS ENTITY STATUS

Intentionally Deleted.

ARTICLE 14.8: ACCORD AND SATISFACTION

No payment by Tenant or receipt by Landlord of a lesser amount than the Rent herein stipulated shall be deemed to be other than on account of the earliest stipulated Rent nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy provided for in this Lease or available at law or equity. EXCEPT FOR LANDLORD ACCEPTING PAYMENT OF THE FULL BALANCE DUE, THE PARTIES AGREE THAT LANDLORD'S ACCEPTANCE OF RENT DURING THE PENDENCY OF ANY ACTION FOR EVICTION SHALL NOT CONSTITUTE A WAIVER NOR ESTOPPEL OF LANDLORD'S RIGHT TO PROCEED WITH SUCH EVICTION PROCEEDING.

ARTICLE 14.9: BROKER'S COMMISSION

Tenant represents and warrants that it has not dealt with any real estate agent or broker in connection with this transaction other than Landlord's broker, if any. If Tenant's representation and warranty as aforesaid proves to be untrue, Tenant will indemnify the Landlord and Landlord's Management Company against all resulting liabilities, costs and expenses, including reasonable attorneys' fees and costs through all appellate actions and proceedings, if any. The foregoing will survive the expiration or sooner termination of the Lease Term.

ARTICLE 14.10: PAPER CHECK PROCESSING

Notice is hereby provided to Tenant that its paper checks sent to Landlord may be converted to images by use of a scanner and that the transaction may be completed through and/or as the Automated Clearing House network or Image Replacement Documents or Check Image Exchange as permitted under Check Clearing under the 21st Century Act, 12 USC 5001 et. seq. and the regulations thereunder (the "Services"), when applicable. Unless Tenant notifies Landlord in writing not to process Tenant's paper

checks using the Services, Tenant's paper checks may be converted to images and processed using the Services. Tenant hereby authorizes Landlord to convert Tenant's paper checks to images and process them through the Services.

ARTICLE 14.11: LANDLORD'S MANAGEMENT COMPANY

Tenant shall abide by and comply with all directions, instructions and requests made by Landlord's Management Company.

ARTICLE 14.12: OFAC

Tenant represents and warrants that neither it, nor any of its affiliates or representatives, nor any Person directly or indirectly holding any legal or beneficial interest whatsoever in Tenant (collectively "Related Parties") is, or at any time during the term of this Lease shall be: (i) a Person with whom a United States Person or financial institution established under the laws of the United States is prohibited from transacting business of the type contemplated by this Lease, whether such prohibition arises under U.S. law, regulation, executive order (including without limitation, executive orders and lists published by the United States Office of Foreign Asset Control with respect to "Specially Designated Nationals and Blocked Persons") or otherwise, (ii) included in, owned by, controlled by, acting for or on behalf of, providing assistance, support, sponsorship, or services of any kind to, or otherwise associated with any of the persons or entities referred to or described in Executive Order 13224 - Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism, as amended, (iii) in violation of any provisions of the USA Patriot Act, Pub. L. No. 107-56. For purposes of this paragraph "Person" means any individual, partnership, corporation, limited liability company, trust or other entity, and "United States Person" means a person that is a citizen or resident of the United States, a corporation, partnership, limited liability company, or other entity created or organized in or under the laws of the United States or any political subdivision thereof, or an estate or trust the income of which is subject to United States federal income taxation regardless of its source. Notwithstanding, if Tenant is a publicly traded entity, this paragraph shall not apply to Related Parties to the extent that such Person's interest in the Tenant is through a U.S. Publicly Traded or Pension Entity. "U.S. Publicly-Traded or Pension Entity" means either (A) a Person (other than an individual) whose securities are listed on a national securities exchange, or quoted on an automated quotation system, in the United States, or a wholly-owned subsidiary of such a Person, or (B) an "employee pension benefit plan" or "pension plan" as defined in Section 3(2) of ERISA. Tenant covenants and agrees to deliver to Landlord upon request any certification or other evidence requested confirming compliance with the provisions of this Section. In addition, Tenant hereby authorizes Landlord and any of its affiliates to submit and/or release any and all information it may deem appropriate to determine whether Tenant complies with this paragraph throughout the Lease Term. In the event any of the representations in this paragraph are determined to be false now or at any time during the Lease Term, Tenant shall be deemed to have committed an incurable default, entitling Landlord, in addition to all other remedies at law or in equity, to terminate this Lease on five (5) days written notice to Tenant.

ARTICLE 14.13: COUNTERPARTS/FACSIMILE AND ELECTRONIC SIGNATURES/SCANNED COPIES

This Lease may be executed in several counterparts, all of which taken together shall constitute the entire agreement between the parties hereto. Facsimile and electronic signatures shall have the same effect as original signatures and electronically scanned copies of this Lease shall have the same effect as and constitute an original.

ARTICLE 14.14: RULE OF CONSTRUCTION.

The parties acknowledge that each party and its counsel, if any, have reviewed and have had the opportunity to revise this Lease and that it has not been written solely by one party or counsel for one party, each hereby acknowledging that they participated fully in the drafting of this Lease. The parties therefore stipulate and agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Lease or any amendments or exhibits hereto to favor one party against another and that no court construing this Contract shall construe it more stringently against one party than the other. Tenant warrants and represents that it has not been coerced into entering this Lease, nor has Landlord or any other person or entity exercised any pressure or

undue influence on Tenant to enter into this Lease, it being hereby stipulated and agreed that this Lease shall be construed as being jointly prepared and written by all the parties hereto. 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 as may be required.

ARTICLE 14.15: CHOICE OF LAW / VENUE.

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Tenant expressly agrees to and submits to the exclusive jurisdiction and venue of the courts in Miami-Dade County, Florida, expressly waiving any and all objections to such venue lying in Miami-Dade County, Florida, including, without limitation forum non-convenes, residency or where such cause of action accrued, for any suit hereunder. Tenant further agrees that any action interposed by Tenant against Landlord and/or any counterclaim to any Landlord action against Tenant may only be instituted or imposed in the courts in Miami-Dade County, Florida, such venue being agreed as exclusive and proper.

ARTICLE 14.16: COURSE OF DEALING; AMENDMENT; SUPPLEMENTAL AGREEMENTS.

No course of dealing between the parties hereto shall be effective to amend, modify, or change any provisions of this Lease. This Lease may not be amended, modified, or changed in any respect except by an agreement in writing signed by the party against whom such change is to be enforced. No statement in any tenant estoppel certificate shall be enforceable against Landlord or be effective to change or modify any term or provision of this Lease.

ARTICLE 14.17: CHANGES TO PROPERTY.

Notwithstanding anything to the contrary in this Lease, in the event Landlord sells, conveys or otherwise divests itself of any portion of the Property, such portions of the Property sold, conveyed or divested shall thereafter be excluded from and not bound by any of the terms or conditions of this Lease.

ARTICLE XV: OPTIONS

ARTICLE 15.1: RENEWAL OPTION(S)

Provided Tenant is then current and in good standing in all of its obligations under this Lease, Tenant shall have the option of renewing the term of this Lease for a period (or periods) as set forth in the Preamble of this Lease. **Said renewal shall be automatic for each and every option term unless LANDLORD receives written notice of non-renewal and termination by certified mail from TENANT at least ninety (90) days prior to the termination of the initial term or any renewal term.** Should the automatic option to renew take effect by default as stated above, then all of the terms and conditions of this Lease shall continue to be operative, except for the following: Base Rent for the first year of any option period and every year thereafter shall increase by four (4%) percent above the immediately preceding Base Rent.

ARTICLE XVI: WAIVER OF TRIAL BY JURY

ARTICLE 16.1: WAIVER OF TRIAL BY JURY. TENANT AND LANDLORD HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS INSTRUMENT, AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY, LANDLORD'S MANAGEMENT COMPANY OR THEIR AGENTS. TENANT FURTHER WAIVES TRIAL BY JURY IN ANY ACTION, PRECEDING, OR COUNTERCLAIM BROUGHT BY IT AGAINST LANDLORD IN ANY AND ALL MATTERS ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE LEASE, RELATIONSHIP OF LANDLORD AND TENANT AND THE TENANT'S USE OF OR OCCUPANCY OF THE PREMISES. TENANT FURTHER AGREES THAT IT SHALL NOT INTERPOSE ANY COUNTER CLAIM IN ANY SUMMARY PROCEEDING OR IN ANY ACTION BASED UPON NON PAYMENT OF RENT OR ANY OTHER PAYMENT REQUIRED BY TENANT HEREUNDER. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE LANDLORD LEASING THE PREMISES TO THE

TENANT.

ARTICLE XVII: ATTACHMENTS

ARTICLE 17.1: ATTACHMENTS

The Attachments listed hereunder and if attached to this Lease are incorporated and made a part hereof by reference:

Premises Description
Work Letter
Proposed Space Plan
Rules and Regulations (if applicable)

ARTICLE XVIII: GUARANTIES

ARTICLE 18.1: GUARANTIES

Intentionally Deleted.

ARTICLE XIX: EARLY TERMINATION

ARTICLE 19.1: EARLY TERMINATION

Provided Tenant is not in monetary default beyond any applicable cure period, Tenant shall have the right to terminate the Lease effective the last day of the sixtieth (60th) full calendar month of the Lease, hereinafter, ("Early Termination Date"), by providing twelve (12) month's advance written notice of such election to terminate to Landlord hereinafter, ("Early Termination Notice"). Tenant shall pay Landlord the unamortized costs of the brokerage commissions upon delivery of the Early Termination Notice. Tenant shall be responsible for all rents, additional rents and utilities through and including the Early Termination Date or the date that Tenant surrenders the Premises to Landlord in broom swept condition, whichever occurs last.

ARTICLE XX: SPECIAL CLAUSES

ARTICLE 20.1: SPECIAL CLAUSES

In case of discrepancy between the Lease Agreement and the Special Clauses found here under (if any), the Special Clauses shall in all cases supersede any language in the Lease and shall control.

A. Initial Funds: If any portion of the security deposit or first month's rent provided by Tenant to Landlord fails to clear funds from the bank from which it is drawn then at Landlord's sole discretion the Lease shall become null and void and Landlord shall be granted the right by Tenant to re-enter the premises for the purpose of re-taking possession of same and changing all entry locks. Tenant is hereby waiving its rights to possession of the leases premises if said default occurs; and grants right of entry to Landlord without cause for action or eviction through the court system.

B. Confidentiality: Tenant agrees that the terms, conditions, provisions, covenants and agreements of this Lease are to remain confidential for Landlord's benefit, and may not be disclosed by Tenant to anyone, by any manner or means, directly or indirectly, without Landlord's prior written consent. Notwithstanding the preceding sentence to the contrary, Tenant shall have the right to disclose the terms, conditions, provisions, covenants and agreements of this Lease to its attorney, accountants and lenders. Any violation of the foregoing by Tenant shall constitute an Event of Default under the Lease.

C. Turnover Certificate: Upon Substantial Completion of Landlord's Work, Tenant agrees to execute within three (3) business days a one-page Turnover Certificate prepared by Landlord memorializing the Substantial Completion of Landlord's Work and Delivery Date of the Premises.

D. **Substantial Completion:** Substantial Completion shall mean all Landlord's Work complete with the exception of minor punch list items (finish items, if any) which do not materially prevent the Tenant from occupying the Premises or commencing their move in or set up for their intended use. Tenant shall reimburse Landlord within thirty (30) days of Substantial Completion.

E. **Landlord's Turnkey Buildout and Tenant Reimbursement:** Landlord shall combine and buildout the Premises as roughly outlined in the Work Letter attached hereto. Landlord's Work including all furniture and fixtures shall not exceed five hundred thousand dollars in its entirety including all hard and soft costs, hereinafter the "Turnkey Buildout Costs". Upon Substantial Completion, Landlord shall provide a full accounting of the Turkey Buildout Costs and invoice for reimbursement. Tenant shall promptly reimburse Landlord within thirty (30) days of said invoice.

**Remainder of Page Intentionally Left Blank
(Signature Page to Follow)**

IN WITNESS WHEREOF, as of the date first written above, Landlord and Tenant acknowledge that they have read this entire Lease; that this Lease was executed and agreed to with the full understanding of its purpose and meaning; the execution of this Lease is the free and voluntary act of each of the parties hereto, each party believing the terms to be fair, just and reasonable.

WITNESSES:

Landlord: **Northside Mixed Use, LLC**

Witness #1 Signature

Witness #1 Printed Name

By: _____
Duly Authorized

Tenant: **NW 79th Corridor Avenue Community
Redevelopment Agency.**

Witness #1 Signature

Witness #1 Printed Name

By: _____
Khash Oupelle, Executive Director

PREMISES DESCRIPTION

None available or provided.

WORK LETTER

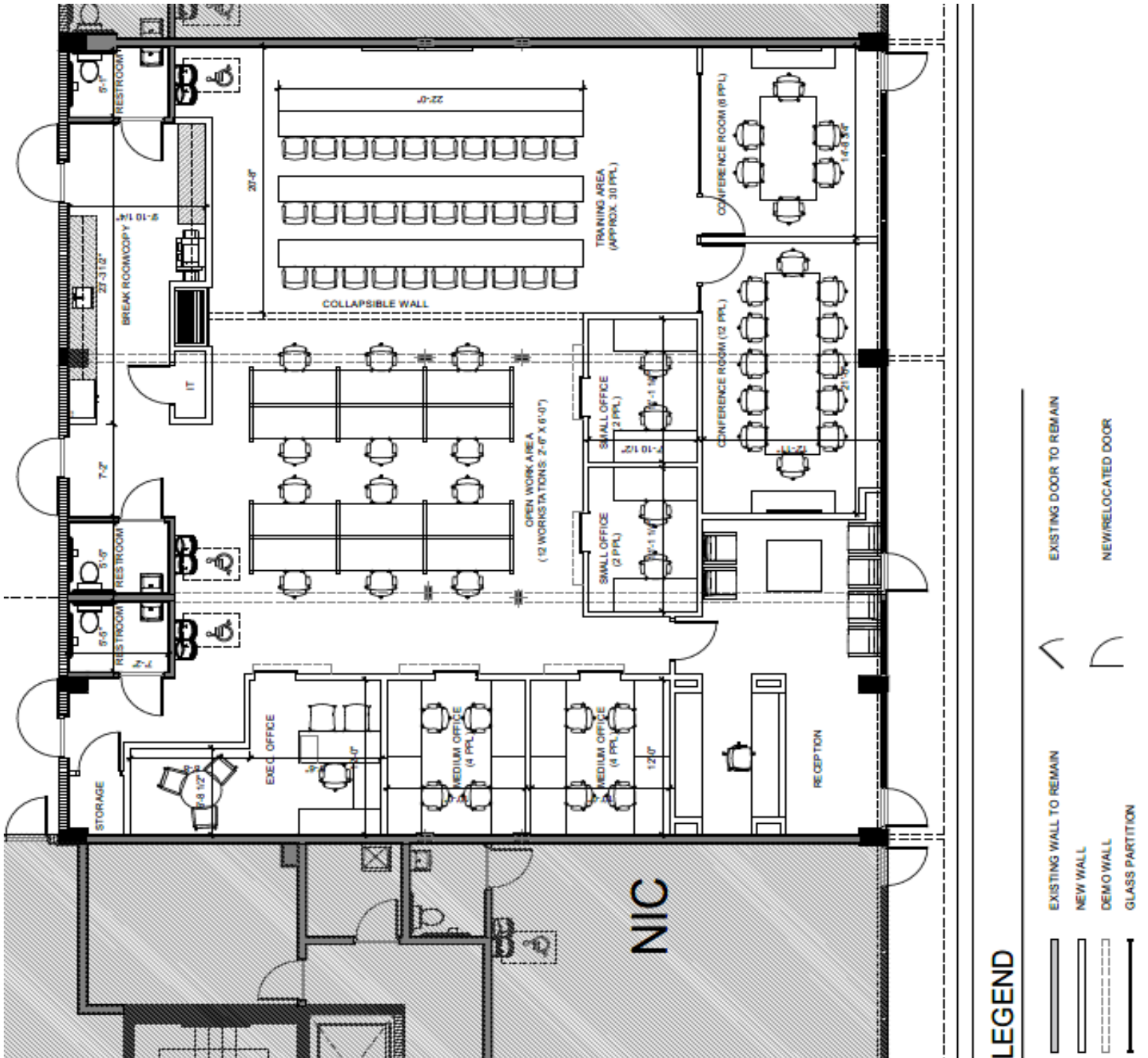
Landlord to provide only the following Tenant Improvements at Landlord's cost, provided Landlord first approves Tenant's plans in accordance with the terms of this lease:

Landlord shall combine the three units, buildout and turnover the Premises to Tenant as roughly depicted on the attached "Proposed Space Plan" using standard building materials at Landlord's sole expense. Landlord's Work shall include, but not be limited to:

- Impact glass store front
- Two (2) front entry doors
- Three (3) back exit doors
- Three (3) single ADA compliant restrooms
- Existing drop ceiling with standard recess lighting
- Standard HVAC unit of one (1) ton per 350 sq. ft.
- Electrical per mutually agreed plans
- Flooring: 2x2 solid color carpet tiles
- Walls painted Sherwin Williams Brand paid (maximum three (3) colors)
- Fixtures and furniture as roughly depicted on the Proposed Space Plan
- Glass sliding doors for five (5) offices as roughly depicted on the Proposed Space Plan

Tenant and Landlord shall mutually agree upon a final set of plan and finish schedule for permitting.

PROPOSED SPACE PLAN



RULES AND REGULATIONS

1. Without the express prior written consent of the landlord, no part or the whole, , of the sidewalks, plaza areas, entrances, passages, courts, stairways, corridors or halls of the Property shall be obstructed or encumbered by any Tenant or used for any purpose other than to ingress or egress to and from the space or unit demised to such Tenant. The areas immediately adjoining the Premises shall be kept clean and free from dirt and rubbish by Tenant to the satisfaction of Landlord.
2. No awnings or other projections shall be attached to the outside walls or windows of the Premises or Property. No curtains, blinds, shades, or screens shall be attached to or used in connection with any window or door of the Premises other than those first approved by the Landlord in writing and if approved must conform with applicable law in all respects.
3. No sign, advertisement, object, notice or other letters shall be exhibited, inscribed, painted, or affixed on any part of the outside or the inside of the Premises so as to be visible from the exterior, without prior written consent of the Landlord.
4. No show cases or other articles shall be put in front of or affixed to any part of the exterior of the building.
5. The water and wash closet and other plumbing fixtures shall not be used for any purpose other than those for which they were constructed, and no sweepings, rubbish, rags or other substances (including without limitation, coffee grounds) shall be thrown therein. All damages resulting from any misuse of the plumbing fixtures for any reason shall be borne by the Tenant who, or whose agent, employees, visitors, licensees, contractors or suppliers shall have caused such damage.
6. No Tenant nor any of its agents, employees, visitors, licensees, contractors or suppliers may at any time bring or keep upon the Premises any flammable, combustible or explosive fluid, chemical or substance without the Landlord's prior approval; and Tenant shall obey fire regulations, fire codes and procedures governing the Premises and Property.
7. No Tenant shall mark, paper, paint, bore into or make any alterations or additions to or in any way deface any part, including equipment and fixtures, in Premises or the Property, without the prior written consent of the Landlord. If any Tenant desires to install any floor covering other than the carpeting, this is subject to the approval and prior consent of Landlord, and such floor covering shall be installed in accordance with the manufacturer's specifications
8. No cooking shall be done or permitted by any Tenant in the Premises without the prior written consent of the Landlord, provided, however, the heating, refrigerating, and preparing beverages and light snacks by employees shall be permitted if there are appropriate facilities and equipment for such purpose. No Tenant shall cause or permit any unusual or objectionable odors to be placed upon or emanate from the Premises. This rule shall not apply to a restaurant.
9. No Tenant shall make or permit to be made, any unseemly or disturbing noises or odors or disturb or interfere with other Tenants or occupants of the building, or neighboring buildings or premises whether by the use of any musical instrument, radio, television set or other audio device, unusual noise, whistling, singing or in any other way
10. No Tenant shall use or occupy or permit any portion of the Premises to be used for the storage, manufacture or sale of liquor, narcotics, illegal drugs or illegal substances, except those used legally and lawfully in the normal course of Tenant's business.

11. The Landlord shall have the right to prohibit any advertising by the Tenant which, in the Landlord's opinion, tends to impair the reputation of the Property, and upon notice from the Landlord, such Tenant shall refrain from or discontinue such advertising.
12. No space demised to any Tenant shall be used, or permitted to be used, for lodging or sleeping or for any immoral or illegal purpose.
13. Outside Storage: No outside storage of any item is permitted.
14. Canvassing, soliciting and peddling on the Property is prohibited and each Tenant shall cooperate to prevent the same.
15. No animals of any kind shall be brought into or kept about the Property by any Tenant without prior written consent of Landlord. This rule shall not apply to a pet shop.
16. No Tenant shall install or allow installation of a television, radio or a radio antenna or any other similar antenna on the roof, in the window or upon the exterior of the Premises or the Property, without prior written consent of Landlord.
17. No Tenant shall tie into or permit others to tie into the common electricity supply on the Property without prior written consent by the Landlord.
18. No Tenant shall remove, alter or replace the building standard ceiling light fixtures in a portion of the Premises without prior written consent by the Landlord.
19. Except for the purpose of emergency, notices, posters, or other types of media will not be permitted to be affixed to the exterior of any building or the interior of any building where they are visible from the Property.
20. Business machines and mechanical equipment belonging to the Tenant which cause noise or vibration that may be transmitted to the structure of the building or to any space therein to such a degree to be objectionable to the Landlord or to vibration eliminators must be properly sound insulated sufficiently to eliminate such noise and vibration.
21. Tenant shall immediately notify Landlord of any serious breakage, or fire or disorder, which comes to Tenant's attention in the Premises or any other common areas of the Property.
22. Tenant shall apply, at Tenant's cost, such reasonable pest extermination measures as Tenant deems reasonably necessary. Landlord is not responsible for pest control with the exception of exterior pest control, which will be arranged by and provided for at the expense of the Landlord.
23. Tenant shall not burn any trash or garbage of any kind in or about the Premises or the Property.
24. Tenant shall not permit the use or placement of doormats or the like on the exterior of any entrance door of the Premises.
25. Parking spaces associated with the Property are intended for the exclusive use of passenger vehicles. Except for intermittent deliveries, no vehicle other than passenger automobiles may be parked in a parking space without the express written permission of the Landlord. Trucks or vans or other motor vehicles with lettering, signage or advertising affixed to them, will not be permitted to be parked in any location without prior written consent of Landlord. Such vehicles violating the aforementioned criteria may be towed without notice at the Tenant's expense. Unless otherwise specified by Landlord, Tenant shall have the right of non-exclusive use, in common with others, of (a) automobile parking areas, driveways

and footways, and of (b) such loading facilities as may be designated, from time to time, and as prescribed by Landlord. LANDLORD reserves the right to modify the layout of parking spaces at any time and the right to restrict any excessive or inordinate use of the parking facilities by Tenant and/or its employees and invitees.

26. Tenant shall not allow any trucks, vans, and equipment or delivery vehicles to block or impede normal traffic flow about the Property. Tenants will not be allowed to park such vehicles or equipment in a location that will impede other tenants from obtaining access to their loading areas or that impedes the normal flow of vehicle traffic or fire department vehicle access

27. MOVE IN or OUT POLICY Dumpsters are not to be used for move-ins or move-outs or any construction debris or waste whatsoever. If Tenant will have excess trash, Tenant is obligated to make arrangements for its removal straight from the Premises. Landlord may provide assistance with locating a service. Tenant will be charged for the removal of any items disposed of in excess in the trash bins.

28. All loading and unloading of goods, merchandise and supplies shall be done only in such areas, and through the entrances designated for such purposes by Landlord.

29. All garbage and refuse shall be kept in the type of container specified by Landlord, and shall be placed outside of the Premises and prepared for collection in the manner and at such time and place as specified by Landlord. Tenant shall provide for same at Tenant's cost.

30. The outside areas immediately adjoining the Premises shall be kept clean and free from dirt and rubbish by Tenant to the satisfaction of Landlord. Tenant shall not place or permit any obstruction or merchandise in such areas.

RESOLUTION NO. CRA-13-2025

RESOLUTION APPROVING A REIMBURSEMENT IN THE AMOUNT OF \$7,132.65 FOR AGENCY-RELATED EXPENSES INCURRED BY THE EXECUTIVE DIRECTOR TO SUPPORT AGENCY'S OPERATIONS, TECHNOLOGY, AND TRAINING; AND AUTHORIZING THE EXECUTIVE DIRECTOR OR EXECUTIVE DIRECTOR'S DESIGNEE TO TAKE ALL NECESSARY STEPS TO PROCESS SUCH REIMBURSEMENT

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE N.W. 79TH STREET COMMUNITY REDEVELOPMENT AGENCY, that:

Section 1. The matters contained in the foregoing recital and accompanying memorandum are incorporated in this resolution by reference.

Section 2. This Board approves a reimbursement in the amount of \$7,132.65 for Agency-related expenses incurred by the Executive Director to support the Agency's operations, technology, and training, as set forth in Exhibit "A" attached hereto and incorporated herein by reference. This Board further authorizes the Executive Director or Executive Director's designee to take all necessary steps to process such reimbursement.

The foregoing resolution was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____, and upon being put to a vote, the vote was as follows:

Rhenie Dalger, Chairwoman _____
Dr. Gilbert St. Jean, Vice Chairman _____
Tanisha Douglas _____ Nadege Vilsaint _____
Sandy Lila _____

The Chairperson thereupon declared the resolution duly passed and adopted this 29th day of October, 2025.

**N.W. 79th STREET COMMUNITY
REDEVELOPMENT AGENCY AND ITS BOARD
OF COMMISSIONERS**

By: _____
N.W. 79th Street CRA Board Secretary

Approved by CRA Attorney as
to form and legal sufficiency. _____

Terrence A. Smith



Date: October 29, 2025

To: Board Members of NW 79th Street Community Redevelopment Agency

From: Khass Oupelle, Executive Director 
NW 79th Avenue Corridor Community Redevelopment Agency

Subject: Resolution Approving Reimbursement to Executive Director for CRA Related Expenses

Recommendation

It is recommended that the Board of Commissioners approve a reimbursement in the amount of **\$7,132.65** to the Executive Director for CRA-related expenses personally incurred to support agency operations, technology, and training. It is further recommended that the Board authorize the Executive Director or Executive Director to take all necessary steps to process the reimbursement.

Fiscal Impact

Funds for these expenses are available within the CRA's approved operating budget.

Delegation of Authority

Upon Board approval, the Executive Director or Executive Director's designee is authorized to process payment and submit all required documentation to the agency's financial support team for recordkeeping and audit compliance.

Background

Due to the absence of a CRA-specific procurement card or payment method during the initial ramp-up phase of operations, the Executive Director utilized personal business credit cards to cover critical expenses required for:

- CRA email and domain setup
- IT configuration and software subscriptions
- Conference travel and training registration
- Digital infrastructure and operational readiness

All expenses were incurred in the normal course of CRA business and were necessary to maintain continuity of operations and professional development.

The total reimbursement request is **\$7,132.65**. All expenses are supported by receipts, proof of payment, and itemized documentation, which have been submitted to the CRA finance team.

Attachment

Itemized Expense Summary & Receipts

Itemized Expenses	Amount
IT configuration, Email Setup, Business Cards	
DNS Made Easy	\$225.00
Microsoft Subscription	\$432.00
LASC Informatics	\$1,300.00
Green toad - Board Member and Staff Business Cards	\$145.00
Total	\$2,102.00

IEDC Annual Conference (Detroit, September 14-17, 2025)

Participant 1: Casneve Oupelle	
Registration	\$1,890.00
Airfare - Delta Airlines	\$706.98
Per Diem (M&IE)	\$259.00
Lodging	\$1,180.24
Uber / Local Transportation	\$133.07
Participant 2: Anthony Bonamy	
Registration	\$1,840.00
Airfare - Delta Airlines	\$530.68
Per Diem (M&IE)	\$259.00
Lodging	\$1,224.96
Total - IEDC Annual Conference (Detroit, September 14-17, 2025)	\$8,023.93

(OUEDI) Economic Development Institute - Fort Worth

Registration	\$0.00
Airfare - Delta Airlines	\$599.37
Per Diem (M&IE)	\$0.00
Lodging	\$1,112.00
Uber / Local Transportation	\$325.99
Total - OUEDI - Fort Worth	\$2,037.36

Per the agreement, IEDC Annual Conference + OUEDI - Fort Worth

Total divided by two agencies (NW 79 street CRA and NW 7th Avenue

CRA (10061.29 / 2) \$5,030.65

Total Reimbursement	\$7,132.65
----------------------------	-------------------

Invoice: Purchase on 2025-08-15

DNS Made Easy by Tiggee, LLC
2201 Cooperative Way
Suite 350
Herndon VA 20171
United States
Phone: 703-880-3095



Miami-Dade County
Claude Charles
915 NE 125 street
Suite A
Miami, FL 33161
USA

Invoice #: 794942
Date Billed: 2025-08-15
Date Due: 2025-09-14
Amount Billed USD: \$225.00
Amount Due USD: \$0.00

Item	Qty	Price (\$)
DNS-5	1	225.00

Total: 225.00
Visa credit card (ending in 6112) payment on 2025-08-15: -225.00
Due: \$0.00



Printed from Chase for Business

Transaction details

Ink Business Cash (...6112)

\$225.00

Sale



Aug 16, 2025
Transaction date



DNS Made Easy

Aug 17, 2025
Posted date

Description	DNS Made Easy
Also known as	DNS Made Easy
Merchant type	Computer network and information services
Method	Online, mail or phone
Card number	(...6112)
Category	Bills & utilities

Rewards earned with this transaction

+ 1 Point per \$1 earned on all purchases	225
+ 4 Pts per \$1 internt,cable,phone,ofc sply	900
Total Ultimate Rewards® points	1,125

Transaction details may be preliminary or incomplete and may not match the transaction as it appears on your periodic statement, which is the official record of your account activity.

INVOICE 19214



Phone: 305-956-3535
info@greentoadprinters.com
15660 West Dixie Highway
North Miami Beach, FL, 33162

DATE	P.O. #	SHIP VIA	TERMS	DUE DATE
10/10/2025	25049	Pick Up	Due on receipt	10/10/2025

BILL TO

Khass Oupelle
Racher Dalagan

SHIP TO

Khass Oupelle
NW 79th Street Corridor CRA

QUANTITY	JOB TICKET	DESCRIPTION	PRICE EACH	AMOUNT
600	25885	NW 79th Street Corridor CRA Business Cards 100ea (Anthony Bonamy, Rhenie Dalger, Wakumi Douglas, Sandy lila, Gilbert St. Jean, Nadege Vilsaint)	0.22615	135.69T

Please forward me a copy of your 2025 Florida Annual Resale Certificate for Sales Tax.

SUBTOTAL	\$135.69
SALES TAX (7.0%)	\$9.50
TOTAL	\$145.19
PAYMENT MADE	-\$145.19
BALANCE DUE	\$0.00

It is acknowledged and agreed that a service charge of 1.5% per month will be applied to all delinquent amounts over thirty (30) days. In the event of default and/or failure to pay, the buyer promises to pay all costs or expenses incurred in the collection of the account including all reasonable attorneys fees and any additional costs incurred for collection.

Transaction Details

Business Services - Other Services
GREEN TOAD PRINTERS NMIAMIBEACH FL
\$314.58

Will appear on your Oct 12 statement as Green Toad Printers NMiamiBeach FL

Date
Oct 10

Card Member
CASNEVE OUPELLE - 01004

Contact Information
15660 WEST DIXIE HWY
MIAMI, FL 33162

📞 (305) 956-3535

Expense Management



Upload Receipt

TRANSACTION NOTES

42/200

NW 79 Street Board Members Business Cards

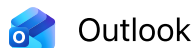


Cancel | Save Notes

Tags

Add or Edit Tags

Transaction Reference Number
320252830600138259



Fwd: Your Microsoft order on July 23, 2025

From Claude Charles <ccharles01@gmail.com>
Date Fri 8/15/2025 4:09 PM
To Khass Oupelle <khass.oupelle@nw7avecra.gov>

Microsoft receipt

----- Forwarded message -----
From: **Microsoft** <microsoft-noreply@microsoft.com>
Date: Wed, Jul 23, 2025, 5:25 PM
Subject: Your Microsoft order on July 23, 2025
To: <ccharles01@gmail.com>



Thanks for shopping with Microsoft

Thanks for your order on July 23, 2025.

You can manage your subscriptions in the Microsoft 365 admin center.

[Go to Microsoft 365 admin center >](#)

Order Id

444a680d-79e1-4908-ce93-40535d5a09a0

Cloud	Your order items	Quantity	Unit price	Price
Global	Microsoft 365 Business Basic	6	\$72.00 USD	\$432.00 USD
Subtotal				\$432.00 USD

Subtotal does not include any applicable taxes or fees except where specifically displayed on the invoice.
Please see your invoice for the final amount.

Additional resources

- Learn how to [understand your invoice](#)
- Learn how to [pay by wire transfer in the Microsoft 365 admin center](#)
- Learn how to assign [admin roles](#) and set up your organization's accounts payable contact as a billing admin
- Learn how to [cancel your subscription](#)

Did you find this email helpful? [Yes](#) [No](#)

[Privacy Statement](#)

Microsoft Corporation, One [Microsoft Way, Redmond, WA 98052](#)





Printed from Chase for Business

Transaction details

Ink Business Cash (...6112)

\$432.00

Sale



Jul 23, 2025
Transaction date



MICROSOFT G

Jul 24, 2025
Posted date

Description	MICROSOFT G
Also known as	MICROSOFT G
Merchant type	Computers, equipment and software
Method	Online, mail or phone
Card number	(...6112)
Category	Office & Shipping

Rewards earned with this transaction

+ New Cardmember Bonus	40,000
+ 1 Point per \$1 earned on all purchases	432
Total Ultimate Rewards® points	40,432

Transaction details may be preliminary or incomplete and may not match the transaction as it appears on your periodic statement, which is the official record of your account activity.

INVOICE

INVOICE: 0001
DATE: 08/29/25

FOR:
Professional Technology Consultation Services

Make all checks payable to Claude L. Charles
Total due within 30 days of Invoice.





Open an account

Sign out

Date sent	Status	Recipient	Type	Amount
Oct 5, 2025	Completed	LASC Informatics, LLC ""NW 79 street CRA - Professional Tech Consultation Services""	In moments	\$1,000.00

 We sent money from BUS COMPLETE CHK (...9653).

Email address

ccharles01@gmail.com

Transaction number

JPM99bptww59

INVOICE

INVOICE: 0001
DATE: 08/29/25

FOR:
Professional Technology Consultation Services

Make all checks payable to Claude L. Charles
Total due within 30 days of Invoice.





Open an account

Sign out

Date sent	Status	Recipient	Type	Amount
Oct 17, 2025	Completed	LASC Informatics, LLC "NW 79 Street CRA Email Set up"	In moments	\$300.00

 We sent money from BUS COMPLETE CHK (...9653).

Email address

ccharles01@gmail.com

Transaction number

JPM99br85vyk

Date: September 26, 2025

To: Miami-Dade County Office of Management and Budget (OMB)

From: Casneve Oupelle, Executive Director 
NW 79th Street Corridor Community Redevelopment Agency
NW 7th Avenue Corridor Community Redevelopment Agency

Subject: Reimbursement Request – IEDC Annual Conference (Detroit, September 14–17, 2025)

This memo is submitted to request reimbursement for expenses related to participation in the **International Economic Development Council (IEDC) Annual Conference**, held in Detroit, Michigan, from September 14–17, 2025. Attendance at this national conference provided critical professional development and networking opportunities relevant to the mission of both the NW 7th Avenue CRA and the NW 79th Street CRA.

Participant Details & Expenses:

Participant 1: Casneve Oupelle

- Registration: \$1,890.00
- Airfare - Delta Airlines: \$706.98
- Per Diem (M&IE) : \$259.00
- Lodging: \$1,180.24
- Uber/LocalTransportation:\$133.07
- Total: \$4,169.29**

Participant 2: Anthony Bonamy

- Registration: \$1,840.00
- Airfare - Delta Airlines: \$530.68
- Per Diem (M&IE): \$259.00
- Lodging:\$1,224.96
- Total: \$3,854.64**

Total Reimbursement Requested: \$8,023.93

To support both agencies equally, I am requesting that the reimbursement be processed with costs shared evenly between the NW 7th Avenue CRA and the NW 79th Street CRA accounts.

Receipts and proof of payment for all expenses are attached to this memo for review and processing. Please let me know if any additional documentation or clarification is required to complete this reimbursement request.

Respectfully,

International Economic Development Council

1275 K Street NWSuite 300Washington, DC 20005Ph: (202) 223-7800Fax: (202) 223-4745

Casneve Oupelle, MPA, FRA-RA, CP3P

Deputy Director

NW 7th and NW 79th Community Redevelopment

Agency

3479 NW 110th Terrace

Coral Springs, FL 33065

USA

2025 Annual Conference

Sunday, September 14, 2025 - Wednesday, September 17, 2025

Huntington Place

Detroit

You are registered for the following:

Function	Quantity	Rate	Amount
Conference Registration	1	1,450.00	1,450.00
AI/Tech Micro-summit	1	120.00	120.00
International Dinner	1	100.00	100.00
ROI Research on Investment Lunch & Learn (50)	1	0.00	0.00
Tour: Michigan Central Station	1	90.00	90.00
Black Excellence Happy Hour	1	40.00	40.00
Downtown Detroit Walking Tour: Bedrock's Vision of Renewal	1	90.00	90.00
Total			1,890.00
Payment			1,890.00
Balance			0.00



Date of Purchase: Sep 15, 2025

Flight Receipt for Detroit, MI to Fort Lauderdale, FL

PASSENGER INFORMATION

CASNEVE OUPELLE
SkyMiles Number: 9537079486

Confirmation Number: F8FWGT
Ticket Number: 0062364443304

FLIGHT INFORMATION

Date and Flight	Status	Class	Seat/Cabin
DTW>FLL Wed 17Sep2025 DL 1903	FLWN	S	

DETAILED CHARGES

Air Transportation Charges

Base Fare:	\$564.07 USD
------------	--------------

Taxes, Fees & Charges:

United States - September 11th Security Fee(Passenger Civil Aviation Security Service Fee) (AY)	\$11.20 USD
United States - Transportation Tax (US)	\$42.31 USD
United States - Passenger Facility Charge (XF)	\$9.00 USD
United States - Flight Segment Tax (ZP)	\$10.40 USD

Total Price:	\$636.98 USD
---------------------	---------------------

Paid with American Express *****1004

KEY OF TERMS

- Arrival date different than departure date
** - Check-in required
***- Multiple meals
*\$ - Multiple seats
AR - Arrives
B - Breakfast
C - Bagels / Beverages
D - Dinner

F - Food available for purchase
L - Lunch
LV - Departs
M - Movie
R - Refreshments, complimentary
S - Snack
T - Cold meal
V - Snacks for sale

Check your flight information online at delta.com or call the Delta Flightline at 800.325.1999.

Baggage and check-in requirements vary by airport and airline, so please check with the operating carrier on your ticket.

Please review Delta's [check-in requirements](#) and [baggage guidelines for details](#).

You must be checked in and at the gate at least 15 minutes before your scheduled departure time for travel inside the United States.

You must be checked in and at the gate at least 45 minutes before your scheduled departure time for international travel.

For tips on flying safely with laptops, cell phones, and other battery-powered devices, please visit [Flying safely government guild](#).

Do you have comments about service? Please [email](#) us to share them.

NON-REFUNDABLE / CHANGE FEE

When using certain vouchers to purchase tickets, remaining credits may not be refunded. Additional charges and/or credits may apply and are displayed in the sections below.

This ticket is non-refundable unless issued at a fully refundable fare. Any change to your itinerary may require payment of a change fee and increased fare. Failure to appear for any flight without notice to Delta will result in cancellation of your remaining reservation.

All Delta Comfort+™ and Preferred seats are Nonrefundable.

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- [Check-in requirements](#) and other rules established when we may [refuse carriage](#).
- Our rights and limits of our liability for [delay of failure to perform service](#), including schedule change, substitution of alternative air carriers or aircraft, and rerouting.
- Our policy on [overbooking flights](#), and your rights if we deny you boarding due to an oversold flight.

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Date of Purchase: Sep 13, 2025

Baggage Receipt

PASSENGER INFORMATION

CASNEVE OUPELLE
SkyMiles Number: 9537079486

Confirmation Number: F8FWGT
Ticket Number: 0064249878092

BILLING AND INFORMATION

EXCESS BAGGAGE	\$35.00 USD
Taxes & Fees	\$0.00 USD
Total	\$35.00 USD
Paid with American Express *****1004	

Retain this receipt for your records. This document provides information about specified fees or services you have been charged.

If purchasing Delta Sky Club memberships all Delta SkyMiles and Delta Sky Club rules apply. To review the rules, please visit [Delta Sky Club](#).

If a customer voluntarily changes or cancels their flight after purchasing a seat they may receive an eCredit or miles redeposit for the value of the purchased seat upgrade and apply it toward future travel, unless the change is made during the check-in window (24 hours before the flight departs). Changeability and refundability are based on the fare rules of the original booked ticket. Most fares are non-refundable. Important Note: If travel or check-in commences on a carrier other than Delta this receipt must be presented at the time of the service or fee will be used.

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Date of Purchase: Sep 17, 2025

Baggage Receipt

PASSENGER INFORMATION

CASNEVE OUPELLE
SkyMiles Number: 9537079486

Confirmation Number: F8FWGT
Ticket Number: 0064249624275

BILLING AND INFORMATION

EXCESS BAGGAGE	\$35.00	USD
Taxes & Fees	\$0.00	USD

Total	\$35.00	USD
Paid with American Express *****1004		

Retain this receipt for your records. This document provides information about specified fees or services you have been charged.

If purchasing Delta Sky Club memberships all Delta SkyMiles and Delta Sky Club rules apply. To review the rules, please visit [Delta Sky Club](#).

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09-17-25

Casneve Oupelle 3479 Nw 110 Terrace Coral-Springs 33065 United States	Folio No. :	556086	Room No. :	1123
	A/R Number :		Arrival :	09-14-25
	Group Code :		Departure :	09-17-25
	Company :	huntington	Conf. No. :	40641012
	Membership No. :	PC 328449635	Rate Code :	IDME2
	Invoice No. :		Page No. :	1 of 1

Date	Description	Charges	Credits
09-14-25	*Accommodation	400.90	
09-14-25	State Tax - 6%	24.05	
09-14-25	County Tax - 10%	40.09	
09-15-25	*Accommodation	287.85	
09-15-25	State Tax - 6%	17.27	
09-15-25	County Tax - 10%	28.79	
09-16-25	*Accommodation	328.70	
09-16-25	State Tax - 6%	19.72	
09-16-25	County Tax - 10%	32.87	
09-17-25	American Express XXXXXXXXXXXXX1004		1,180.24
Total		1,180.24	1,180.24
Balance		0.00	

Guest Signature: _____

I have received the goods and / or services in the amount shown heron. I agree that my liability for this bill is not waived and agree to be held personally liable in the event that the indicated person, company, or associate fails to pay for any part of the full amount of these charges. If a credit card charge, I further agree to perform the obligations set forth in the cardholder's agreement with the issuer.

Hotel Indigo Detroit Downtown
 1020 Washington Blvd, Detroit, MI 48226
 Phone 313-887-7000 Fax 313-512-8700

Thanks for tipping, Casneve

Here's your updated Sunday morning ride receipt.

Total	\$64.31
Trip fare	\$47.15
Subtotal	\$47.15
Booking Fee	\$8.62
Tip	\$8.54

Payments

 Mastercard ****6215 9/14/25 4:41 AM	\$55.77
 Mastercard ****6215 9/14/25 4:50 AM	\$8.54

[Visit the trip page](#) for more information, including invoices (where available)

You rode with Frantz

UberX 22.94 miles | 30 minutes

■	4:10 AM 3479 NW 110th Ter, Coral Springs, FL 33065-7075, US
■	4:41 AM 100 Terminal Dr, Fort Lauderdale, FL 33315, US

Fare does not include fees that may be charged by your bank. Please contact your bank directly for inquiries.

Thanks for tipping, Casneve

Here's your updated Sunday morning ride receipt.

Total	\$68.76
-------	---------

Trip fare	\$46.66
-----------	---------

Subtotal	\$46.66
Booking Fee	\$9.19
DTW Airport Surcharge	\$5.00
Tip	\$7.91

Payments

 Mastercard ****6215 9/14/25 2:39 PM	\$68.76
--	---------

[Visit the trip page](#) for more information, including invoices (where available)

You rode with Charif

Comfort 22.82 miles | 29 minutes

■	10:08 AM McNamara Terminal, Detroit Metropolitan Airport (DTW), Romulus, MI 48242, US
■	10:38 AM 1020 Washington Blvd, Detroit, MI 48226, US

Fare does not include fees that may be charged by your bank. Please contact your bank directly for inquiries.



International Economic Development Council

1275 K Street NW Suite 300 Washington, DC 20005 Ph: (202) 223-7800 Fax: (202) 223-4745

Anthony Bonamy

79th Street CRA
6447 Pershing St
Hollywood, FL 33024-2036
USA

2025 Annual Conference

Sunday, September 14, 2025 - Wednesday, September 17, 2025

Huntington Place
Detroit

You are registered for the following:

Function	Quantity	Rate	Amount
Conference Registration	1	1,750.00	1,750.00
First-Time Attendee Orientation	1	0.00	0.00
Detroit's Neighborhood Reinvestment Strategy	1	90.00	90.00
AEDO Information Session	1	0.00	0.00
Total			1,840.00
Payment			1,840.00
Balance			0.00



Anthony Bonamy <anthony.bonamy001@gmail.com>

Your Flight Receipt - ANTHONY BONAMY 14SEP25

Delta Air Lines <DeltaAirLines@t.delta.com>

Wed, Sep 3, 2025 at 6:02 PM

Reply-To: Transactional Email Reply Inbox <reply-559811-14_HTML-73129432-10982494-3343212@t.delta.com>

To: ANTHONY.BONAMY001@gmail.com

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#9395155188

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Passenger Info

Name: ANTHONY BONAMY
SkyMiles #9395155188

FLIGHT	SEAT
DELTA 2631	Select Seat
DELTA 1903	Select Seat

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Sun, 14SEP	DEPART	ARRIVE
DELTA 2631 Delta Comfort (S)	FT LAUDERDALE 06:30AM	DETROIT 09:29AM

Wed, 17SEP	DEPART	ARRIVE
DELTA 1903 Delta Comfort (S)	DETROIT 03:56PM	FT LAUDERDALE 06:54PM

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**Updated April 16, 2025*

Flight Receipt

Ticket #: 0062361333568

Place of Issue:

Issue Date: 03SEP25

Expiration Date: 03SEP26

METHOD OF PAYMENT	
VI*****0142	\$530.68 USD

CHARGES	
Air Transportation Charges	
Base Fare	\$465.19 USD
Taxes, Fees and Charges	
United States - September 11th Security Fee(Passenger Civil Aviation Security Service Fee) (AY)	\$11.20 USD
United States - Transportation Tax (US)	\$34.89 USD
United States - Passenger Facility Charge (XF)	\$9.00 USD
United States - Flight Segment Tax (ZP)	\$10.40 USD
TICKET AMOUNT	\$530.68 USD

Checked Bag Allowance

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Sun 14 Sep 2025

FLL-DTW

CARRY ON	FIRST	SECOND
FREE	\$35.00 ^{USD} (50LBS/23KG) OR 3,500 miles	\$45.00 ^{USD} (50LBS/23KG) OR 4,500 miles

Wed 17 Sep 2025

DTW-FLL

CARRY ON	FIRST	SECOND
FREE	\$35.00 ^{USD} (50LBS/23KG) OR 3,500 miles	\$45.00 ^{USD} (50LBS/23KG) OR 4,500 miles

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Anthony Bonamy
 Please Complete
 Hollywood FL 33024
 Business

Room: 1721
 Room Type: QNQN
 Number of Guests: 2
 Rate: \$391.00 Clerk: KYG

Arrive: 14Sep25 Time: 02:32PM Depart: 17Sep25 Time: 10:41AM Folio Number: 50908

DATE	DESCRIPTION	CHARGES	CREDITS
14Sep25	Room Charge	352.00	
14Sep25	Occupancy Sales Tax	21.12	
14Sep25	City Tax	10.56	
14Sep25	Convention and Tourism Tax	21.12	
14Sep25	County Tax	3.52	
15Sep25	Room Charge	313.00	
15Sep25	Occupancy Sales Tax	18.78	
15Sep25	City Tax	9.39	
15Sep25	Convention and Tourism Tax	18.78	
15Sep25	County Tax	3.13	
16Sep25	Room Charge	391.00	
16Sep25	Occupancy Sales Tax	23.46	
16Sep25	City Tax	11.73	
16Sep25	Convention and Tourism Tax	23.46	
16Sep25	County Tax	3.91	
17Sep25	American Express		1224.96
Card #: XXXXXXXXXXXXXXX1004/XXXX			
Card Type: AMEX Card Entry: CHIP Approval Code: 840940 App			
Label: AMERICAN EXPRESS AID: A000000025010801			

BALANCE: 0.00

Marriott Bonvoy Account # XXXXX5612. Your Marriott Bonvoy points/miles earned on your eligible earnings will be credited to your account. Check your Marriott Bonvoy account statement or your online statement for updated activity.

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Date of Purchase: Oct 10, 2025

Fort Lauderdale, FL ➤ Dallas-Love Field, TX

Passenger Information

CASNEVE OUPELLE

Confirmation Number:GVTRVB

Skymiles Number: 9537079486

Ticket Number:0062371091132

Flight

DATE AND FLIGHT	STATUS	CLASS	SEAT/CABIN
FLL ➤ ATL Sun 19Oct2025 1083	FLWN	S	Delta Comfort Classic
ATL ➤ DAL Sun 19Oct2025 441	FLWN	S	Delta Comfort Classic
DFW ➤ ATL Fri 24Oct2025 401	OPEN	S	Delta Comfort Classic
ATL ➤ FLL Fri 24Oct2025 1271	OPEN	S	Delta Comfort Classic

Detailed Charges

Air Transportation Charges

Base Fare

\$511.04 USD

Taxes, Fees and Charges

United States - September 11th Security Fee(Passenger Civil Aviation Security Service Fee) (AY)	\$11.20 USD
United States - Transportation Tax (US)	\$38.33 USD
United States - Passenger Facility Charge (XF)	\$18.00 USD
United States - Flight Segment Tax (ZP)	\$20.80 USD
Total Price	\$599.37 USD
Paid with American Express ending 1004	\$599.37 USD

View Terms

- # - Arrival date different than departure date
- ** - Check-in required
- *** - Multiple meals
- *S\$ - Multiple seats
- AR - Arrives
- B - Breakfast
- F - Food available for purchase
- L - Lunch
- LV - Departs
- M - Movie
- R - Refreshments, complimentary
- S - Snack

C - Bagels/Beverages**T** - Cold meal**D** - Dinner**V** - Snack for sale

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OUPELLE, CASNEVE

3479 NW 110TH TERRACE

CORAL SPRINGS FL 33065
UNITED STATES OF AMERICA

Room No: 1238/K1KCQ
Arrival Date: 10/19/2025 2:04:00 PM
Departure Date: 10/24/2025 5:23:00 AM
Adult/Child: 1/0
Cashier ID: HHERNANDEZ44
Room Rate: 185.00
AL:
HH # 2551520220 BLUE
VAT #
Folio No/Che 1086511 A

Confirmation Number: 3326748452

HILTON FORT WORTH 10/24/2025 5:23:00 AM

DATE	DESCRIPTION	ID	REF NO	CHARGES	CREDIT	BALANCE
10/19/2025	GUEST ROOM	HHERNAN DEZ44	5207685	\$185.00		
10/19/2025	FORT WORTH TPID FEE	HHERNAN DEZ44	5207685	\$3.70		
10/19/2025	RM - STATE TAX	HHERNAN DEZ44	5207685	\$11.40		
10/19/2025	RM - CITY TAX	HHERNAN DEZ44	5207685	\$20.91		
10/19/2025	STATE COST=RECOVERY FEE	HHERNAN DEZ44	5207685	\$1.39		
10/20/2025	GUEST ROOM	HHERNAN DEZ44	5208344	\$185.00		
10/20/2025	FORT WORTH TPID FEE	HHERNAN DEZ44	5208344	\$3.70		
10/20/2025	RM - STATE TAX	HHERNAN DEZ44	5208344	\$11.40		
10/20/2025	RM - CITY TAX	HHERNAN DEZ44	5208344	\$20.91		
10/20/2025	STATE COST=RECOVERY FEE	HHERNAN DEZ44	5208344	\$1.39		
10/21/2025	GUEST ROOM	HHERNAN DEZ44	5209173	\$185.00		
10/21/2025	FORT WORTH TPID FEE	HHERNAN DEZ44	5209173	\$3.70		
10/21/2025	RM - STATE TAX	HHERNAN DEZ44	5209173	\$11.40		
10/21/2025	RM - CITY TAX	HHERNAN DEZ44	5209173	\$20.91		
10/21/2025	STATE COST=RECOVERY FEE	HHERNAN DEZ44	5209173	\$1.39		
10/22/2025	GUEST ROOM	HHERNAN DEZ44	5210090	\$185.00		
10/22/2025	FORT WORTH TPID FEE	HHERNAN DEZ44	5210090	\$3.70		
10/22/2025	RM - STATE TAX	HHERNAN DEZ44	5210090	\$11.40		
10/22/2025	RM - CITY TAX	HHERNAN DEZ44	5210090	\$20.91		
10/22/2025	STATE COST=RECOVERY FEE	HHERNAN DEZ44	5210090	\$1.39		
10/23/2025	GUEST ROOM	HHERNAN DEZ44	5211068	\$185.00		

OUPELLE, CASNEVE
3479 NW 110TH TERRACE
CORAL SPRINGS FL 33065
UNITED STATES OF AMERICA

Room No: 1238/K1KCQ
Arrival Date: 10/19/2025 2:04:00 PM
Departure Date: 10/24/2025 5:23:00 AM
Adult/Child: 1/0
Cashier ID: HHERNANDEZ44
Room Rate: 185.00
AL:
HH # 2551520220 BLUE
VAT #
Folio No/Che 1086511 A

Confirmation Number: 3326748452

HILTON FORT WORTH 10/24/2025 5:23:00 AM

DATE	DESCRIPTION	ID	REF NO	CHARGES	CREDIT	BALANCE
10/23/2025	FORT WORTH TPID FEE	HHERNAN DEZ44	5211068	\$3.70		
10/23/2025	RM - STATE TAX	HHERNAN DEZ44	5211068	\$11.40		
10/23/2025	RM - CITY TAX	HHERNAN DEZ44	5211068	\$20.91		
10/23/2025	STATE COST=RECOVERY FEE	HHERNAN DEZ44	5211068	\$1.39		
10/24/2025	AX *1004	HHERNAN DEZ44	5211317		(\$1,112.00)	
BALANCE						\$0.00

EXPENSE REPORT
SUMMARY

	10/19/2025	10/20/2025	10/21/2025	10/22/2025
ROOM AND TAX	\$222.40	\$222.40	\$222.40	\$222.40
DAILY TOTAL	\$222.40	\$222.40	\$222.40	\$222.40

EXPENSE REPORT
SUMMARY

	10/23/2025	STAY TOTAL
ROOM AND TAX	\$222.40	\$1,112.00
DAILY TOTAL	\$222.40	\$1,112.00

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CREDIT CARD DETAIL

APPR CODE	886894	MERCHANT ID	1426390456
CARD NUMBER	AX *1004	EXP DATE	08/30
TRANSACTION ID	5211317	TRANS TYPE	Sale

Thanks for tipping, Casneve

Here's your updated Sunday morning ride receipt.

Total \$64.93

Trip fare \$45.41

Subtotal \$45.41

Booking Fee \$8.36

Sawgrass Expwy: Sunrise Gantry \$1.16

Tip \$10.00

Payments

Mastercard ****6215 \$54.93
10/19/25 4:31 AM

Mastercard ****6215 \$10.00
10/19/25 4:46 AM

[Visit the trip page](#) for more information, including invoices (where available)

You rode with JAMES

UberX 28.67 miles | 30 minutes

3:59 AM | 3479 NW 110th Ter, Coral Springs, FL 33065-7075, US
4:30 AM | 100 Terminal Dr, Fort Lauderdale, FL 33315, US

Fare does not include fees that may be charged by your bank. Please contact your bank directly for inquiries.

Here's your receipt for your ride, Casneve

We hope you enjoyed your ride this morning.

Total \$131.95

Trip fare \$121.25

Subtotal \$121.25

Airport Surcharge \$2.00

Booking Fee \$6.70

Texas Regulatory Recovery Fee \$2.00

Payments

 Mastercard ****6215 \$131.95
10/19/25 9:02 PM

[Visit the trip page](#) for more information, including invoices (where available)

You rode with Keith

UberX 33.40 miles | 37 minutes

 10:03 AM | Dallas Love Field Airport (DAL), Dallas, TX 75235, US
 10:40 AM | 815 Main St, Fort Worth, TX 76102, US

Fare does not include fees that may be charged by your bank. Please contact your bank directly for inquiries.

Thanks for tipping, Casneve

Here's your updated Friday morning ride receipt.

Total \$72.29

Trip fare \$49.36

Subtotal	\$49.36
Booking Fee	\$6.60
DFW Airport Surcharge	\$4.00
Dallas Fort Worth Airport Terminal Toll	\$2.00
Texas Regulatory Recovery Fee	\$0.90
Tip	\$9.43

Payments

 Mastercard ••••6215 10/24/25 4:15 AM	\$62.86
 Mastercard ••••6215 10/24/25 4:32 AM	\$9.43

[Visit the trip page](#) for more information, including invoices (where available)

You rode with ISAAC

Comfort 24.67 miles | 30 minutes

	3:43 AM 815 Main St, Fort Worth, TX 76102, US
	4:14 AM Terminal E, Dallas Fort Worth International Airport (DFW), DFW Airport, TX 75261, US

Fare does not include fees that may be charged by your bank. Please contact your bank directly for inquiries.

Here's your receipt for your ride, Casneve

We hope you enjoyed your ride this morning.

Total \$56.82

Trip fare \$43.51

Subtotal \$43.51
Booking Fee \$9.15
FLL Airport Surcharge \$3.00
Sawgrass Expwy: Sunrise Gantry \$1.16

[Visit the trip page](#) for more information, including invoices (where available)

You rode with ARTURO

Comfort 28.77 miles | 32 minutes

11:25 AM | 320 Terminal Dr, Fort Lauderdale, FL 33315, US
11:58 AM | 3479 NW 110th Ter, Coral Springs, FL 33065-7075, US

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RESOLUTION NO. CRA-14-2025

RESOLUTION APPROVING THE TERMS OF AND AUTHORIZING THE EXECUTIVE DIRECTOR OR EXECUTIVE DIRECTOR'S DESIGNEE TO EXECUTE AN ENGAGEMENT LETTER WITH TAYLOR DUMA LLP IN AN AMOUNT NOT TO EXCEED \$150,000.00 FOR THE PURPOSE OF PROVIDING LEGAL SERVICES TO THE AGENCY IN ACCORDANCE WITH SECTION 163.356, FLORIDA STATUTES, AND SECTION 2-2098 OF THE CODE OF MIAMI-DADE, FLORIDA; AND AUTHORIZING THE EXECUTIVE DIRECTOR OR EXECUTIVE DIRECTOR'S DESIGNEE TO EXERCISE ALL PROVISIONS CONTAINED THEREIN

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE N.W. 79TH STREET COMMUNITY REDEVELOPMENT AGENCY, that:

Section 1. The matters contained in the foregoing recital and accompanying memorandum are incorporated in this resolution by reference.

Section 2. This Board approves the terms of and authorizes the Executive Director or Executive Director's designee to execute the engagement letter with Taylor Duma LLP, in an amount not to exceed \$150,000.00, in substantially the form attached hereto as Exhibit "A" and incorporated herein by reference, for the purpose of providing legal services to the Agency in accordance with section 163.356, Florida Statutes, and section 2-2098 of the Code of Miami-Dade County, Florida. This Board further authorizes the Executive Director or Executive Director's designee to exercise all provisions contained therein.

The foregoing resolution was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____, and upon being put to a vote, the vote was as follows:

Rhenie Dalger, Chairwoman _____
Dr. Gilbert St. Jean, Vice Chairman _____
Tanisha Douglas _____ Nadege Vilsaint _____
Sandy Lila _____

The Chairperson thereupon declared the resolution duly passed and adopted this 29th day of October, 2025.

**N.W. 79th STREET COMMUNITY
REDEVELOPMENT AGENCY AND ITS BOARD
OF COMMISSIONERS**

By: _____
N.W. 79th Street CRA Board Secretary

Approved by CRA Attorney as
to form and legal sufficiency. _____

Terrence A. Smith



Date: October 29, 2025

To: Board Members of NW 79th Street Community Redevelopment Agency

From: Khass Oupelle, Executive Director 
NW 79th Avenue Corridor Community Redevelopment Agency

Subject: Resolution Approving an Engagement Letter with Taylor Duma LLP to Provide Legal Services as the Agency's General Counsel

Recommendation

It is recommended that the Board of Commissioners approve the terms of an engagement letter with Taylor Duma LLP, in an amount not to exceed \$150,000.00, to provide legal counsel and representation for the NW 79th Street Community Redevelopment Agency (Agency) in accordance with section 163.356, Florida Statutes, and section 2-2098 of the Code of Miami-Dade County, Florida. It is further recommended that the Board authorize the Executive Director or Executive Director's designee to execute the engagement letter, and exercise all provisions contained therein.

Fiscal Impact

Legal services will be billed at the rates outlined in the engagement letter, but shall not exceed \$150,000.00. Such amount will be funded from the Agency's FY 25-26 approved budget under the legal services line item.

Delegation of Authority

Upon approval of this item, the Executive Director or designee is authorized to execute the engagement letter and work directly with Taylor Duma LLP to manage the CRA's legal matters.

Background

Section 163.356(3)(c), Florida Statutes, provides that a community redevelopment agency may employ an executive director, technical experts, and such other agents and employees, permanent and temporary, as it requires, and determine their qualifications, duties, and compensation. The statute further provides that a community redevelopment agency may employ or retain its own legal counsel and legal staff to provide legal services. Since the Agency's creation, the Miami-Dade County Attorney's Office, pursuant to Section 2-2098 of the Code of Miami-Dade County, Florida (Code), has served as legal counsel for the Agency. However, on July 1, 2025, the Miami-Dade County Board of County Commissioners adopted Ordinance No. 25-60, which amended the Code to authorize the Agency to retain its own legal counsel and legal staff.-

Taylor Duma LLP is a Florida-based law firm with deep experience in community redevelopment law, municipal governance, public procurement, and real estate transactions. The firm currently represents several community redevelopment agencies within Miami-Dade County, including the West Perrine, Naranja Lakes, North Miami, and North Miami Beach community redevelopment agencies

The firm's familiarity with the unique statutory and operational frameworks governing community redevelopment agencies in this region makes them well-positioned to serve as legal counsel for Agency. The engagement letter outlines the scope of services, hourly rates, and billing procedures.

Retaining qualified legal counsel is essential to ensuring the Agency remains compliant with Chapter 163, Part III, Florida Statutes (Community Redevelopment Act), Sunshine Law, procurement rules, conflict of interest laws, and other local and state requirements. Taylor Duma LLP will serve as legal advisor to the Board and the Executive Director, supporting policy interpretation, contract review, legal document drafting, intergovernmental coordination, and board governance.

Attachment

Engagement Letter – Taylor Duma LLP

October 21, 2025

Northwest 79th Street Community Redevelopment Agency
c/o Casneve "Khass" Oupelle, MPA, FRA-RA, CP3P
Executive Director
Miami-Dade County Office of Management and Budget
Community Redevelopment Agencies and Municipal Services
111 NW First Street, 22nd Floor
Miami, FL 33128

Re: Attorney-Client Representation for Fiscal Year 2025-26

Dear Mr. Oupelle:

We are pleased that the Northwest 79th Street Community Redevelopment Agency (the "Agency") has chosen Taylor Duma LLP to represent the Agency. This letter will confirm our understanding that the Agency has engaged this firm and will describe the basis on which we will provide legal services.

We have been engaged to represent the Agency in connection with General Counsel Services. Based on our standard conflict of interest review procedures using information you have provided, and except as we may have separately communicated in writing, we are not aware of any conflicts of interest that would arise as a result of the services we will be providing. If we subsequently become aware of any conflicts, we will contact you immediately and work with you to achieve a mutually acceptable resolution as mandated by applicable ethical rules.

Our fee is \$285 per hour for all firm attorneys and \$225 for all firm paralegals subject to a cap of \$150,000. In addition to our fees, the Agency will be responsible for expenses we incur in connection with this engagement, such as filing fees or delivery charges. If court reporters or other services are engaged on your behalf, we may forward their invoices with a request that you pay them directly. You agree to do so. We will not bill you for ordinary office expenses like occasional copying, long distance telephone calls, and fax transmissions.

The foregoing does not include any loan or bond to be obtained by the Agency, real estate closings or litigation matters. Fees for any loan or bond, as well as real estate closings, will be paid from, and as part of, the closing. In the event of any litigation, we will estimate and prepare a proposed budget for approval by the Agency Board.

If the Agency engages us on any litigation matters, please be aware that litigation in the digital age frequently requires the production of electronically stored information ("ESI") and compliance with state, federal, court, and ethics rules applicable to electronic discovery. A member of our firm's internal Electronic Discovery Committee will consult on all matters

involving ESI, and time will be billed at rates commensurate to those listed above. Further, it may be necessary to retain one of our firm's external preferred providers of e-Discovery services (the "e-Discovery Provider") to assist with the preservation, collection, and processing of ESI. We will consult with the Agency before retaining any e-Discovery Provider on your behalf. We will review all invoices received from an e-Discovery Provider and will forward them to the Agency for prompt payment. The Agency will be solely responsible for payment of e-Discovery expenses, and you agree to remit payment directly to the e-Discovery Provider.

We generally issue monthly invoices for current fees and expenses. We expect our invoices to be paid promptly, and in any event within fifteen (15) days of receipt, and the Agency agrees to do so. Payment may be made via our secure site, <https://taylordumabilling.com>. Where allowed, we will charge a processing fee for credit card payments. Our secure site will disclose the amount of any such credit card processing charge before the Agency authorizes payment. We may charge interest for invoices left unpaid. If our fees and expenses are not paid, or if the Agency fails to timely pay an outside vendor retained on your behalf, such as an e-Discovery Provider, we reserve the right to postpone or defer providing additional services or to discontinue our representation in accordance with applicable law, bar, or court rules.

We strive to provide the highest quality legal services at a reasonable cost. Accordingly, we ask that the Agency inform us promptly if it believes an invoice to be inaccurate or excessive, so that we may seek to resolve the concern. The Agency will waive the right to dispute the fees, expenses, and other content of any invoice if we do not receive a written objection from the Agency within fifteen (15) days from your receipt of the invoice.

The agency may terminate this agreement with us at any time, but we will be entitled to the full amount of the fees earned and expenses incurred through termination. Unless sooner concluded, our representation will be deemed terminated one (1) year from the last date of legal services for which we bill the Agency. Upon completion of our representation, whether due to termination, withdrawal or otherwise, we will have no further obligation to assist the Agency with respect to this matter, to renew any judgment obtained for the Agency, or to advise the Agency with respect to changes in the laws or regulations that could have an impact upon your future rights and liabilities relating to any matter we handled for you.

We will retain certain documents relating to this matter for a period of not less than four (4) years, after which time we will destroy all documents in accordance with our document retention policies then in effect. If the Agency would like to retrieve any original documents that the Agency provided us or any other material from our file, the Agency must so advise us prior to their destruction.

We do not expect that any dispute between us will arise. Nonetheless, in the event of a dispute under this engagement, the Agency and we agree to resolve the dispute pursuant to the applicable binding arbitration provision(s) that appear in the separate Exhibit A below, which Exhibit A is incorporated herein by reference. Before you sign this agreement, the Agency should

consider consulting with another lawyer about the advisability of making an agreement with mandatory arbitration requirements. Arbitration proceedings are ways to resolve disputes without use of the court system. By entering into agreements that require arbitration as the way to resolve fee disputes, the Agency gives up (waive) your right to go to court to resolve those disputes by a judge or jury. These are important rights that should not be given up without careful consideration.

We make no representations or warranties about the outcome of this engagement. The time frame and resulting costs of our representation depend upon factors not always within our control, such as your level of cooperation, facts, and circumstances not knowable at the time of our engagement, the conduct of other parties or their counsel, the complexity of a particular matter and other factors.

In the event any provision of this engagement letter or any supplement is found to be unenforceable, the remaining provisions of this letter or such supplement shall remain enforceable in accordance with their terms to give effect to our intent to the maximum extent possible.

Again, we thank you for the opportunity to represent the Agency. After careful consideration of the Notice below (in bold and all caps), please sign and date this engagement letter (including the attached Exhibit A) and return it to my attention, and please retain a copy for Agency files.

[SIGNATURES ON NEXT PAGE]

Kind regards,



Steven W. Zelkowitz

For TAYLOR DUMA LLP

NOTICE: AS A REMINDER, THIS ENGAGEMENT AGREEMENT CONTAINS PROVISIONS REQUIRING ARBITRATION OF FEE DISPUTES. BEFORE YOU SIGN THIS AGREEMENT, YOU SHOULD CONSIDER CONSULTING WITH ANOTHER LAWYER ABOUT THE ADVISABILITY OF MAKING AN AGREEMENT WITH MANDATORY ARBITRATION REQUIREMENTS. ARBITRATION PROCEEDINGS ARE WAYS TO RESOLVE DISPUTES WITHOUT USE OF THE COURT SYSTEM. BY ENTERING INTO AGREEMENTS THAT REQUIRE ARBITRATION AS THE WAY TO RESOLVE FEE DISPUTES, YOU GIVE UP (WAIVE) YOUR RIGHT TO GO TO COURT TO RESOLVE THOSE DISPUTES BY A JUDGE OR JURY. THESE ARE IMPORTANT RIGHTS THAT SHOULD NOT BE GIVEN UP WITHOUT CAREFUL CONSIDERATION.

Accepted and agreed to:

Northwest 79th Street Community Redevelopment Agency

By: _____

Casneve "Khas" Oupelle
Executive Director

Dated: _____, 2025

EXHIBIT A

AGREEMENT TO ENGAGE IN BINDING ARBITRATION

In the event of any fee dispute under this engagement, the undersigned agrees to resolve same by way of binding arbitration under and in accordance with the rules of the State Bar of Florida.

Any disputes not heard by the State Bar of Florida Fee Arbitration Program shall be heard by the American Arbitration Association, under its commercial arbitration rules. Any such arbitration shall be held in Miami, Florida. Judgment upon the award rendered by an arbitrator or arbitration panel may be entered in the State Court of Miami-Dade or the federal court for Miami-Dade County. The prevailing party in any such proceeding shall be entitled to an award of reasonable attorneys' fees actually incurred, as well as expenses.

Accepted and agreed to by:

Northwest 79th Street Community Redevelopment Agency

By: _____
Casneve "Khas" Oupelle
Executive Director

Dated: _____, 2025