

## Commercial Lease Between M2J2 Realty Group and the City of North Miami.

THIS COMMERCIAL LEASE (hereinafter the "Lease") entered into this <sup>30th</sup> ~~18th~~ day of December 2019, between M2J2 Realty Group, LLC (hereinafter the "Lessor" or "Landlord") and The City of North Miami (hereinafter the "Lessee" or "Tenant").

WITNESSETH, that the Lessor does this day lease unto Lessee, and the Lessee does hereby take as a tenant the commercial retail space located at 660 NW 125<sup>th</sup> Street, North Miami, Florida 33168 and YARD Folio # 06-2125-018-1660 (hereinafter the "Property" or "Premises"), to be used and occupied by Lessee as a Retail/Office or as per zoning and for no other purposes or uses whatsoever, for the lease term of **Fourteen (14) years**, subject and conditioned upon the provisions of this lease, beginning the **December 20, 2019**, and ending **December 20, 2034** date .

### A. TRIPLE NET LEASE:

This Lease is what is commonly referred to as a "Triple Net Lease", it being the intention of the Lessor and the Lessee that during the term of the Lease, Lessor shall not have any responsibility of any kind or nature whatsoever to maintain, repair, improve, alter, or in any way incur any expense in connection with the Property apart from those costs for maintaining the warehouse's structure, foundation, and roof. It is understood that the rent and any other payments to be made by Lessee to or on behalf of Lessor under the terms hereof are to be free and clear of any impositions, expenses, or setoffs of any kind or nature whatsoever, including without limitations, any taxes, charges, or expenses in connection with ownership, maintenance, repair, and operation of the Property, all such expenses, charges, taxes, to be paid by Lessee as provided herein.

Lessee shall pay for all water, gas, heat, light, power, telephone, cable, and other utilities and services supplied to the Property together with any taxes thereon, real property taxes, sales tax, property and liability insurance and common area maintenance expenses.

This Lease shall bind the Lessee, its assigns (if approved by Lessor), successors, heirs, administrators, legal representatives, executors, and trustees.

### B. LEASE PAYMENTS:

Lessee shall pay to Lessor monthly base rent installments without demand on or before the first day of each month as follows:

December 20<sup>th</sup> 2019 TO December 20<sup>th</sup> 2020 the Base Rent will be \$8,500.00 per month for a total monthly base rent of \$8,500.00.

December 20<sup>th</sup> 2020 TO December 20, 2021 Base Rent will be \$8,755.00 per month for a total monthly base rent of \$8,755.00 December 20<sup>th</sup> 2019 TO December 20<sup>th</sup> 2020 the Base Rent will be \$8,755.00 per month for a total monthly base rent of \$8,755.00.

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December 20th 2021 TO December 20, 2022 Base Rent will be \$9,017.65 per month for a total monthly base rent of \$9,017.65

December 20<sup>th</sup> 2022 TO December 20th 2023 the Base Rent will be \$9,288.17 per month for a total monthly base rent of \$9,288.17

December 20th 2023 TO December 20, 2024 Base Rent will be \$9,566.82 per month for a total monthly base rent of \$9,566.82

December 20<sup>th</sup> 2024 TO December 20th 2025 the Base Rent will be \$9,853.82 per month for a total monthly base rent of \$9,853.82.

December 20th 2025 TO December 20, 2026 Base Rent will be \$10,149.44 per month for a total monthly base rent of \$10,149.44

December 20th 2026 TO December 20, 2027 Base Rent will be \$10,453.92 per month for a total monthly base rent of \$10,453.92

December 20<sup>th</sup> 2027 TO December 20th 2028 the Base Rent will be \$10,767.54 per month for a total monthly base rent of \$10,767.54

December 20th 2028 TO December 20, 2029 Base Rent will be \$11,090.57 per month for a total monthly base rent of \$11,090.57

December 20<sup>th</sup> 2030 TO December 20th 2031 the Base Rent will be \$11,423.28 per month for a total monthly base rent of \$11,423.28.

December 20th 2031 TO December 20, 2032 Base Rent will be \$11,765.98 per month for a total monthly base rent of \$11,765.98

December 20th 2025 TO December 20, 2026 Base Rent will be \$12,118.96 per month for a total monthly base rent of \$12,118.96

December 20th 2026 TO December 20, 2027 Base Rent will be \$12,482.23 per month for a total monthly base rent of \$12,482.83

December 20<sup>th</sup> 2027 TO December 20th 2028 the Base Rent will be \$12,857.01 per month for a total monthly base rent of \$12,857.01

December 20th 2028 TO December 20, 2029 Base Rent will be \$13,242.73 per month for a total monthly base rent of \$13,242.72

December 20<sup>th</sup> 2029 TO December 20th 2030 Base Rent will be \$13,640.00 per month for a total monthly base rent of \$13,640.00.

December 20th 2030 TO December 20, 2031 Base Rent will be \$14,049.20 per month for a total monthly base rent of \$14,049.20

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RE(H): Leases: M2J2 & City of North Miami

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December 20<sup>th</sup> 2031 TO December 20<sup>th</sup> 2032 the Base Rent will be \$14,470.68 per month for a total monthly base rent of \$14,470.68

December 20<sup>th</sup> 2032 TO December 20, 2033 Base Rent will be \$14,904.80 per month for a total monthly base rent of \$14,904.80

December 20<sup>th</sup> 2033 TO December 20<sup>th</sup> 2034 Base Rent will be \$15,351.94 per month for a total monthly base rent of \$15,351.94

### C. ESTIMATED PAYMENTS:

Lessor shall notify Lessee of the Estimated Payments for taxes and insurance from time to time. The Estimated Payments shall be paid by Lessee together with the base rent, on or before the first of day of each month throughout the term of the Lease. The Estimated Payments may be increased or decreased by Lessor upon written notice to Lessee based upon statements received or charges incurred by Lessor, information available to Lessor as to probable cost of expected charges and expenses, or the reasonable estimate of Lessor as to the probable cost of expected charges or expenses. Landlord shall be entitled to retain the monies received from such payments in its general fund pending payment of all such costs and charges. No more frequently than once each calendar quarter the actual costs shall be determined by Lessor. In the event that Lessee paid more than the actual expenses for such a period of time, Lessor shall apply such overpayment towards the next Estimated Payments owing to it by Lessee. At the termination of this Lease, an accounting for such charges and expenses shall be made to the nearest practical accounting period, and Lessee shall pay to Lessor any balance due, or the Lessor shall refund to Lessee any excess amount paid. Sales tax certificate exemption provided by Lessee to exempt Lessor from collecting sales tax provided Lessee maintains exemption certificate in good standing.

Increases in the Estimated Payment amounts shall not be capped or restricted under the terms of this Lease.

At the execution of the Lease, the initial Estimated Payments for taxes and insurance are as follows:

Real Estate Taxes as of November 2019 (660):	\$10,156.88
Real Estate Taxes as of November 2019 (Yard):	\$ 6,803.39
Insurance Flood Policy Yearly (660)	\$ 3,311.00
Insurance GL & Wind Policy Yearly (660)	\$ 4,667.29
Insurance GL Policy Yearly (Yard)	\$ 667.39
TOTAL PER YEAR	\$25,605.95
Rent per month from 12/20/2019 to 12/20/2020	\$ 8,500.00
Insurance, RE taxes / month	\$ 2,133.83
	\$10,633.83

Payments for first 12 months inclusive of taxes, insurance and base rent: **\$10,633.83**



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This is subject to attached conditions.

All monthly Base Rental payments and Estimated Payments shall be delivered to Lessor at 749 West 17<sup>th</sup> Street, Hialeah, Fl. 33010 or at such other place and to such other entity, as the Lessor may from time to time designate in writing.

### SECURITY DEPOSIT:

At the time of the signing of this Lease, Lessee shall pay to Lessor, in trust, a security First, Last and a security deposit of \$10,000.00 to be held and disbursed for Lessee damages to the Property (if any) as provided by law.

### D. ADDITIONAL RENTS:

Upon execution of the Lease, Lessee shall pay to Lessor the security deposit in the amount of \$10,000.00 plus first, and last month rent that will be due and payable in the amount of (\$31,267.66). Deposit shall be held by Lessor, without liability for interest, and may be commingled with other funds of Lessor, as security for the faithful performance by Lessee of all the terms, covenants, and conditions of the Lease. If at any time during the term of this Lease any of the rent herein reserved shall be overdue and unpaid, or any other sum payable by Lessee to Lessor hereunder shall be overdue and unpaid, then Lessor may, at the option of Lessor deduct overdue rent or other sums from the monies held as Additional Rent.

### F. POSSESSION:

Tenant shall be entitled to possession on the first day of the term of this Lease and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant shall remove its goods and effects and peaceably yield up the Premises to Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear excepted.

Lessee will lease back property address 660 nw 125<sup>th</sup> street for a term period ending March 20<sup>th</sup> 2020 with an additional option of 2 months at the Landlords sole discretion for a cumulative cost of 5,000.00 per month which will be deducted from total rent monthly cost collected by Lessee.



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### G. USE OF PREMISES:

Tenant may use the Premises only for \_\_\_\_\_ the Premises may be used for any other purpose only with the prior written consent by owner, which shall not be

unreasonably withheld. Tenant shall notify Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence.

### H. ALTERATIONS:

Tenant covenants and agrees that all Alterations constructed on the Property or work performed or caused to be performed by Tenant shall be in full compliance with all laws, rules, orders, ordinances, directions, codes, regulations and requirements of all governmental agencies, offices, departments, bureaus and boards having jurisdiction over the Property. Tenant shall provide Landlord with at least 30 day notice, prior to having any construction materials delivered to the Property or commencing construction of any improvements, and shall reasonably cooperate with Landlord in the posting of a notice of non-responsibility.

### I. COST OF ALTERATIONS:

Tenant shall pay all costs of constructing any such Alterations approved by Landlord including but not limited to fees and costs charged by architects, engineers, the general contractor, subcontractors, and laborers and material men, and shall not permit any mechanic's or materialmen's lien to be filed against the Property in connection therewith.

### J. PROPERTY INSURANCE:

Tenant shall maintain property insurance on the Premises and all improvements against loss or damage by fire and lightning and against loss or damage by other risks in an amount not less than \$ 1,000,000.00. Landlord shall be named as an additional insured in such policies. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to Landlord. Landlord shall receive advance written notice from the insurer prior to any termination of such insurance policies. All insurance proceeds payable by the occurrence of any covered loss shall be payable to Landlord, and Tenant shall have no right or claim to any such insurance proceeds payable with respect to the Improvements, excluding, however, any such proceeds that may be payable with respect to Tenant's personal property or trade fixtures.

Tenant shall also maintain any other insurance that Landlord may reasonably require for the protection of Landlord's interest in the Premises. Tenant is responsible for maintaining casualty insurance on its own property.

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### K. LIABILITY INSURANCE:

Tenant shall maintain its own liability insurance on the Premises with personal injury limits of at least \$2,000,000.00 for injury to one person, and \$3,000,000.00 for any one accident, and a limit of at least \$1,000,000.00 for damage to property. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to Landlord. Landlord shall receive advance written notice from the insurer prior to any termination of such insurance policies.

### L. MAINTENANCE:

Tenant, shall have the responsibility to maintain the Premises in good repair at all times during the term of this Lease excepting any maintenance and repairs needed for the Property's foundation, structure (the "structure" does not include systems such as air-conditioning, plumbing, and electricity. "Structure" is defined as the exterior walls forming the shell of the commercial warehouse).

All maintenance and repairs of the Property by Tenant will be done in accordance with all applicable building codes, laws, rules, regulations, and ordinances.

All maintenance of the Property's air conditioning units will be done under a service contract obtained by the Tenant with a certified air conditioning company approved by the Landlord. All repairs and maintenance to the Property's air conditioning units shall be done in accordance with the warranty and service guidelines of the air conditioning units' manufacturers.

Tenant will keep the interior/exterior of the Property, together with all fixtures and all electrical, plumbing, heating, air-conditioning and other mechanical installations therein, all doors, and all plate glass and door and window glass, in good order and proper repair at its own expense, using materials and labor of kind and quality equal to the original work, and will surrender the foregoing Premises at the expiration or earlier terminations of this Lease in as good condition as when received, excepting only deterioration caused by ordinary wear. Tenant will also be responsible for keeping roof clean and free of debris.

Except as hereinabove provided, Landlord shall have no obligation to repair, maintain, alter or modify the Premises or any part thereof, or any plumbing, heating, electrical, air-condition or other mechanical installation therein, including parking drains. Under no circumstances shall Landlord be obliged to repair, replace or maintain any plate glass or door or window glass.

Tenant hereby accepts the premises as it is at the beginning of the term of the Lease and agrees to maintain the said premises in the same condition, order, and repair as it is at the commencement of the term of the Lease with the only exception being the reasonable wear and tear arising from the use thereof as identified by this Lease.



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Any maintenance or repairs paid by or charged against the Landlord for maintenance or repairs to items, other than the Property's foundation, structure, or its roof, shall be considered rent and shall be included in any lien for rent due and unpaid.

### M. SURRENDER OF PREMISES:

At the expiration of the tenancy hereby created, Tenant shall surrender the leased premises in the same condition as the leased premises were in upon delivery of possession thereto under this lease, reasonable wear and tear and damage by unavoidable casualty excepted, and shall surrender keys for the leased premises to Landlord at the place then fixed from the payment of rent and shall inform Landlord of all combination locks, safes and vaults, if any, in the leased premises. Tenant shall remove all its trade fixtures before surrendering the premises as aforesaid and shall repair any damage to the leased premises caused thereby. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of the lease

### N. UTILITIES AND SERVICES:

Tenant shall be responsible for all utilities and services incurred in connection with the Premises.

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**TAXES:** Taxes attributable to the Premises or the use of the Premises shall be allocated as follows:  
**REAL ESTATE TAXES:** Tenant shall pay all real estate taxes and assessments that are assessed against the Premises during the time of this Lease. Real Property Taxes shall include any form of assessment, license, fee, rent, tax, levy, penalty or tax imposed by any authority having the direct or indirect power to tax, including any improvement district, as against any legal or equitable interest of Landlord in the Premises or as against Landlord's business of renting the Premises. Tenant's share of Real Property Taxes shall be equitably prorated to cover only the period of time within the fiscal tax year during which this Lease is in effect. With respect to any assessments which may be levied against or upon the Premises, and which may be paid in annual installments, only the amount of such annual installments (with appropriate proration for any partial year) and interest due thereon shall be included within the computation of the annual Real Property Taxes.

**PERSONAL TAXES:** Tenant shall pay all personal taxes and any other charges which may be levied against the Premises and which are attributable to Tenant's use of the Premises, along with all sales and/or use taxes that may be due in connection with lease payments (Sales and/or use taxes are to be paid in addition to the monthly base rent and are not included in the base rent). Accordingly, Tenant shall pay before delinquency all taxes levied or assessed on Tenant's fixtures, improvements, furnishings, merchandise, equipment and personal property in and on the Premises, whether or not affixed to the real property. If Tenant in good faith contests the validity of any such personal property taxes, then Tenant shall at its sole expense defend itself and Landlord against the same and shall pay and satisfy any adverse determination or judgment that may be rendered thereon and shall furnish Landlord with a surety bond satisfactory to Landlord in an amount equal to 150% of such contested taxes. Tenant shall indemnify Landlord against liability for any such taxes and/or any liens placed on the Premises in connection with such taxes. If at any time after any tax or assessment has become due or payable Tenant or its legal representative neglects to pay such tax or assessment, Landlord shall be entitled, but not obligated, to pay the same at any time thereafter and such amount so paid by Landlord shall be repaid by Tenant to Landlord with Tenant's next rent installment together with interest at the highest rate allowable by law.

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P. DESTRUCTION OR CONDEMNATION OF PREMISES: If the Premises are partially destroyed by fire or other casualty to an extent that prevents the conducting of Tenant's use of the Premises in a normal manner, and if the damage is reasonably repairable within ninety (90) days after the occurrence of the destruction, and if the cost of repair is less than \$25,000.00, Landlord shall repair the Premises and a just proportion of the lease payments shall abate during the period of the repair according to the extent to which the Premises have been rendered untenable. However, if the damage is not repairable within ninety (90) days, or if the cost of repair is \$25,000.00 or more, or if Landlord is prevented from

repairing the damage by forces beyond Landlord's control, or if the property is condemned, this Lease shall terminate upon twenty days' written notice of such event or condition by either party and any unearned rent paid in advance by Tenant shall be apportioned and refunded to it. Tenant shall give Landlord immediate notice of any damage to the Premises.

Q. DEFAULTS:

Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within 5 days (or any other obligation within 10 days) after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the Premises without further notice (to the extent permitted by law), and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by Landlord by reason of Tenant's defaults. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent". The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

If the Lessee shall become insolvent or if bankruptcy proceedings shall be begun by or against the Lessee, before the end of said term the Lessor is hereby irrevocably authorized at its option, to forthwith cancel this lease, as for a default. Lessor may elect to accept rent from such receiver, trustee, or other judicial officer during the term of their occupancy in their fiduciary capacity without effecting Lessor's rights as contained in this contract, but no receiver, trustee or other judicial officer shall ever have any right, title or interest in or to the above described property by virtue of this contract.

R. LATE PAYMENTS: For each payment that is not paid within five (5) days after its due date, Tenant shall pay a late fee equal to 5 percent of the required payment.



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### S. CUMULATIVE RIGHTS:

The rights of the parties under this Lease are cumulative and shall not be construed as exclusive unless otherwise required by law.

### NON-SUFFICIENT FUNDS:

Tenant shall be charged \$ 125.00 for each check that is returned to Landlord for lack of non-sufficient funds.

### T. REMODELING OR STRUCTURAL IMPROVEMENTS:

Tenant shall have the obligation to conduct any construction or remodeling (at Tenant's expense) that may be required to lawfully use the Premises as Retail or as approved by owner with the exception of the following that will be done by Landlord:

U. Landlord will pressure wash exterior of the warehouse, remove all signage and repaint affected areas prior to Tenant's occupancy. Landlord will touch up walls

Tenant may also construct such fixtures on the Premises (at Tenant's expense) that appropriately facilitate its use for such purposes. Such construction shall be undertaken, and such fixtures may be erected only with the prior written consent of the Landlord that shall not be unreasonably withheld. Tenant shall not install awnings or advertisements on any part of the Premises without Landlord's prior written consent. At the end of the lease term, Tenant shall be entitled to remove (or at the request of Landlord shall remove) such fixtures and shall restore the Premises to substantially the same condition of the Premises at the commencement of this Lease.

### V. ACCESS BY LANDLORD TO PREMISES:

Subject to Tenant's consent (which shall not be unreasonably withheld), Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, tenants or workers. However, Landlord does not assume any liability for the care or supervision of the Premises. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenant's consent. During the last three months of this Lease, or any extension of this Lease, Landlord shall be allowed to display the usual "To Let" signs and show the Premises to prospective tenants.

### W. INDEMNITY REGARDING USE OF PREMISES:

To the extent permitted by law, Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Landlord may suffer or incur in connection with Tenant's possession, use or misuse of the Property.



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It is expressly agreed and understood by and between the Parties to this Lease that the Landlord shall not be liable for any damages or injuries that may be sustained by the Tenant or other person/entity or for any damages or injury resulting from carelessness, negligence, or improper conduct on the part of the Tenant, its agents, or employees.

It is expressly agreed and understood by and between the Parties to this Lease that all personal property placed or moved in the premises above described shall be at the risk of the Lessee or said owner thereof, and Lessor shall not be liable for any damage to said personal property arising from any act of negligence of the Tenant or any other person whomever.

### X. DANGEROUS MATERIALS:

Tenant shall not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord. However, Tenant shall be entitled to use and store only those Hazardous Materials, that are necessary for Tenant's business, provided that such usage and storage is in full compliance with all applicable local, state and federal statutes, orders, ordinances, rules and regulations (as interpreted by judicial and administrative decisions). Tenant shall not keep or store on the Premises chemicals in quantities, amounts, concentrations or type which are in excess of those permitted by local, state or federal laws, regulations or ordinances.

Tenant shall give to Landlord immediate verbal and follow-up written notice of any spills, releases or discharges of Hazardous Materials on the Premises, or in any common areas or parking lots (if not considered part of the Premises), caused by the acts or omissions of Tenant, or its agents, employees, representatives, invitees, licensees, subtenants, customers or contractors. Tenant covenants to investigate, clean up and otherwise remediate any spill, release or discharge of Hazardous Materials caused by the acts or omissions of Tenant, or its agents, employees, representatives, invitees, licensees, subtenants, customers or contractors at Tenant's cost and expense; such investigation, clean up and remediation to be performed after Tenant has obtained Landlord's written consent, which shall not be unreasonably withheld; provided, however, that Tenant shall be entitled to respond immediately to an emergency without first obtaining Landlord's written consent. Tenant shall indemnify, defend and hold Landlord harmless from and against any and all claims, judgments, damages, penalties, fines, liabilities, losses, suits, administrative proceedings and costs (including, but not limited to, attorneys' and consultant fees) arising from or related to the use, presence, transportation, storage, disposal, spill, release or discharge of Hazardous Materials on or about the Premises caused by the acts or omissions of Tenant, its agents, employees, representatives, invitees, licensees, subtenants, customers or contractors. Tenant shall not be entitled to install any tanks under, on or about the Premises for the storage of Hazardous Materials without the express written consent of Landlord, which may be given or withheld in Landlord's sole discretion.



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### Y. COMPLIANCE WITH ALL APPLICABLE LAWS:

Tenant shall promptly comply with all laws, ordinances, requirements and regulations of the federal, state, county, municipal and any other authorities, and relevant insurance underwriters. However, Tenant shall not by this provision be required to make alterations to the exterior of the building or alterations of a structural nature.

Tenant will be responsible for making sure that it obtains all permits necessary for its occupancy, use, and possession of the Property.

### Z. MECHANICS LIENS:

Neither the Tenant nor anyone claiming through the Tenant shall have the right to file mechanics liens or any other kind of lien on the Premises and the filing of this Lease constitutes notice that such liens are invalid. Further, Tenant agrees to (1) give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid, and (2) take whatever additional steps that are necessary in order to keep the premises free of all liens resulting from construction done by or for the Tenant.

### SUBORDINATION OF LEASE:

This Lease is subordinate to any mortgage that now exists, or may be given later by Landlord, with respect to the Premises.

### AA. ASSIGNABILITY/SUBLETTING:

Tenant may not assign or sublease any interest in the Premises, nor effect a change in the majority ownership of the Tenant (from the ownership existing at the inception of this lease), nor assign, mortgage or pledge this Lease, without the prior written consent of Landlord.

### BB. ABANDONMENT:

If the Lessee shall abandon or vacate said premises before the end of the term of this lease, or shall suffer the rent to be in arrears, the Lessor may, at his option, forthwith cancel this lease or he may enter said premises as the agent of the Lessee, by force or otherwise, without being liable in any way there for, and relet the premises with or without any furniture that may be therein, as the agent of the Lessee, at such price and upon such terms and for such duration of time as the Lessor may determine, and receive the rent there for, applying the same to the payment of the rent due by these presents, and if the full rental herein provided shall not be realized by Lessor over and above the expenses to Lessor in such re-letting, the said Lessee shall pay any deficiency, and if more than the full rental is realized Lessor will pay over to said Lessee the excess of demand.

### CC. SIGNAGE:

It is hereby understood and agreed that any signs or advertising to be used, including awnings, in connection with the premises leased hereunder shall be first submitted to the Lessor for approval before installation of same. All monument walls and tenant signs on monument walls for the purpose of advertising is the responsibility of the tenant.



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### DD. TRASH REMOVAL

Trash and waste removal will be the responsibility of the Lessee. Lessee agrees to maintain the Property free of trash and waste.

### EE. OPTION TO RENEW:

Lessor agrees to grant to Lessee an option to renew said Lease for an additional, single five (5) year term, the financial terms of this option period will be 150% that of the market value at the time of said option. This option will have the same terms and conditions as set forth above, except for the following terms:

For each option period, starting with year one (1) of said option period, there will be a 3% increase to the Base Rent.

If, for any reason during the original term of the Lease, Tenant is in default of the Lease for any reason, the Landlord, at its option, may declare the Tenant ineligible for the option.

Lessee must notify Lessor in writing, at least (120) days prior to lease end, if Lessee wants to exercise said option.

### FF. FURNITURE, FIXTURES, GOODS, AND CHATTEL:

The said Lessee hereby pledges and assigns to the Lessor all the furniture, fixtures, goods and chattels of said Lessee, which shall or may be brought or put on said premises as security for the payment of the rent herein reserved, and the Lessee agrees that the said lien may be enforced by distress for foreclosure or otherwise at the election of the said Lessor, and does hereby agree to pay attorney's fees often (10%) percent of the amount so collected or found to be due, together with all costs and charges therefore incurred or paid by the Lessor.

### GG. GOVERNING LAW AND VENUE FOR DISPUTE RESOLUTION:

This Lease shall be construed in accordance with the laws of the State of Florida. All litigation stemming from any disputes arising between the Parties shall be filed in the appropriate State Court in Miami-Dade County, Florida.

The prevailing party to any litigation between the Parties shall be entitled to recover from the losing party all of its reasonable attorney's fees and costs.

### LL. ENTIRE AGREEMENT/AMENDMENT:

This Lease Agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

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**JJ. SEVERABILITY:**

If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**KK. WAIVER:**

The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

**LL. BINDING EFFECT:**

The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns.

**MM. SIGNATURES AND NOTICE:**

It is understood and agreed between the parties hereto that written notice mailed via certified mail or hand-delivered to the premises leased hereunder shall constitute sufficient notice to the Lessee and written notice mailed via certified mail or hand-delivered to the office of the Lessor shall constitute sufficient notice to the Lessor, to comply with the terms of this contract. The office of the Lessor is located at 660 NW 125<sup>th</sup> Street, North Miami, FL 33168.

**NN. PARKING:**

During the tenancy of the Lease, Tenant is responsible for the maintenance, control, supervision, and policing of the Property's parking lot area. This includes the maintenance and care of the lighting in the said parking area and cleaning storm drains with proof of receipt annually.

To the extent permitted by law, Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Landlord may suffer or incur in connection with Tenant's possession, use or misuse of the Property's parking area.

It is expressly agreed and understood by and between the Parties to this Lease that the Landlord shall not be liable for any damages or injuries that may be sustained by the Tenant or other person, entity or for any damages or injury resulting from carelessness, negligence, or improper conduct on the part of the Tenant, its agents, or employees regarding the Property's parking area or any area on property.

A handwritten signature in blue ink, appearing to be 'ML' over 'LD', is located in the bottom right corner of the page.

**Commercial Lease Between M2J2 Realty Group and the City of North Miami.**

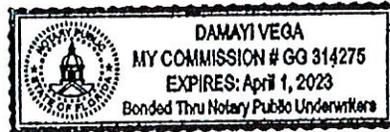
It is expressly agreed and understood by and between the Parties to this Lease that all personal property placed or left in the Property's parking area shall be at the risk of the Lessee or said owner thereof, and Lessor shall not be liable for any damage to said personal property arising from any act of negligence of the Tenant or any other person whomever.

IN WITNESS WHEREOF, the Parties hereto have herunto executed this instrument for the purpose herein expressed, the day and year above written.



Mark LLerena,  
President of M2J2 Realty Group, LLC  
Date: 12/14/2019

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE



The foregoing instrument was acknowledged before me this 14 day of December month, By Mark LLerena, who is personally known by me or produced the following identification:

Notary Name: [Signature]  
Larry M. Spring, A.R., C.P.A.  
City Manager of City of North Miami  
Date: 12/20/19

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of Dec. month, By Larry M. Spring, who is personally known by me or produced the following identification:

[Signature]  
Notary Name: \_\_\_\_\_

