

LEASE AGREEMENT
13715 Holdings, LLC

This Lease Agreement entered into this 12/14/2018, between 13715 Holdings, L.L.C, a Florida Limited Liability Company, ("Landlord") and the City of North Miami, a Florida Municipal Corporation, ("Tenant"), who agrees to occupy the property located at 13753 NW 7th Avenue N. Miami, FL 33168.

WITNESSETH

For and in consideration of the mutual covenants herein contained and other good and valuable consideration the Parties hereto agree as follows:

- 1. Leased Property.** The Landlord leases to Tenant, the property located at 13753 NW 7th Avenue, North Miami, Florida.
- 2. Term.** The term of this lease will be from December 1, 2018 to November 30, 2023. The Lease shall be renewable for five (5) consecutive periods of one (1) year. Tenant shall notify the Landlord, in writing, of its intention to extend this Lease no later than one (1) month prior to the termination of this Lease.
- 3. Rental Payments.** Rental payment agreement will be as follows: from December 1, 2018, to November 30, 2021, a monthly payment of \$1,000.00 will be due on the first of each month; from December 1, 2021 to November 30, 2023, a monthly payment of \$1,150.00 will be due on the first of each month. In addition to rent payment, a monthly maintenance fee in the amount of \$60.00 shall be due on the first of each month.
Rent payment is due on the first day of each month. There will be a \$50.00 late fee after the 7th of the month. Payment should be made in the form of cashier's check or money order, made out to PHILIP or NORMA GLOGOVER and mailed to: P.O. Box 800632, Aventura, FL 33280.
- 4. Security Deposit.** There shall be a security deposit due in the amount of \$1,000.00 to be held as security for the repair of any damages incurred by the tenant. The deposit will be returned to the tenant within thirty (30) days after termination of the lease, minus any amount needed for repair of the property, unpaid rent or utilities.
- 5. Maintenance of Property.** The tenant has inspected the property and has found it satisfactory for its intended purpose. The landlord shall be responsible for the upkeep of the exterior of the property, including roof and walls, parking areas and building foundation. The tenant shall be responsible for the repair and upkeep of

the interior of the property including electrical, mechanical, plumbing, heating, or any other system or equipment on the property. The tenant agrees to maintain the interior of the property and its surrounding area in a clean, safe and sanitary manner and not to make any alterations without the written consent of the landlord. At the end of this contract, tenant agrees to leave the property in the same condition as when it was received, except for normal wear and tear. The tenant also agrees to comply with all the rules, laws, regulations and ordinances affecting the property or business activities according to the City of North Miami.

- 6. Utilities.** Tenant agrees to install a water meter at this address and agrees to pay for all utilities necessary for operation. These include: water, electric and garbage disposal. If necessary, tenant must contract the service of a garbage removal company and/or a dumpster and maintain the dumpster area (if this is required) in a clean condition.

The tenant agrees not to sublet this property or assign this lease without the landlord's written consent. Tenant agrees to allow landlord reasonable access to the property for inspection and repair. Landlord agrees to enter the property after notifying the tenant in advance, except in an emergency.

- 7. Default.** If the tenant fails to pay the rent on time or violates any other term of this lease, the landlord will provide written notice of the violation or default, allowing 5 days to correct the violation or default. If violation or default is not completely corrected within 5 days, the landlord has the right to terminate this lease within 30 days and in accordance with the state law. Upon termination of this lease, the tenant agrees to surrender possession of the property. The landlord will also have the right to re-enter the property and take possession of it, remove tenant and any equipment or possessions of tenant, and to take advantage of any other legal remedies available.

- 8. Insurance.** The landlord agrees to carry fire and casualty insurance on the property, but shall have no liability for the tenant's business. The tenant agrees not to do anything that will increase the landlord's insurance premiums and, further agrees to indemnify and hold the landlord harmless from any liability or damage, whether caused by tenant's operations or otherwise. The tenant agrees to carry and pay all premiums for casualty insurance on any equipment or fixtures that the tenant installs at the property. In addition, the tenant to carry business liability insurance including bodily injury and property damage coverage, covering tenants business operations, with the landlord's name (13715 Holdings LLC) as a co-insured party. Tenant agrees to furnish landlord copies of insurance policies and not to cancel these without notifying landlord in advance. Tenant agrees to provide landlord with a Certificate of Insurance which indicates the landlord is a co-insured party and the landlord shall be provided within 10 days written notice prior to cancellations or change of coverage. In lieu of liability insurance, tenant is allowed to provide landlord with a certificate of self-insurance evidencing tenant's ability to self-insure against its unforeseeable losses.

9. Lease Subordination. This lease is subject to any mortgage or deed of trust currently on the property or which may be made against the property at any time in the future. The tenant agrees to sign any document necessary to subordinate this lease to a mortgage or deed of trust for the landlord.

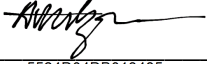
10. Termination. This lease may only be terminated by sixty (60) day written notice from either party, except in the event of violation of any term or default of any payment or responsibility due under this lease.

11. Court Costs. Tenant agrees that if any legal action is necessary to recover the property, collect any amount due under this lease, or correct a violation of any term of this lease, tenant shall be responsible for all costs incurred by landlord in connection with such action, including any reasonable attorney's fees.

13715 Holdings LLC and The City of North Miami agree to the terms of this lease. No terms may be changed or altered except by written agreement between the two parties. This lease is intended to comply with any and all the applicable laws relating the landlord and the tenant and any heirs, successors, representatives, or assigns. This lease is governed by the Laws of the State of Florida.


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LANDLORD

DocuSigned by:

5524D04DB013485...
Norma Glogover
Acting Manager
13715 Holdings, LLC.

Date: 12/5/2018

ATTEST:


DocuSigned by:

267040872EE8414...
Michael A. Etienne
City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

DocuSigned by:

8AF8443D714D491...
Jeff P. H. Cazeau
City Attorney

CITY OF NORTH MIAMI

DocuSigned by:

C23984DEA2724CF...
Larry M. Spring, Jr.
City Manager

Date: 12/14/2018