

**AMENDMENT TO
SUBLEASE AND OPERATING AGREEMENT
FOR THE OPERATION OF THE RED GARDEN SITE
(RFP #23-19-20 – Leasing, Development and Operation of the Red Garden Site)**

THIS AMENDMENT TO SUBLEASE AND OPERATING AGREEMENT (“Amendment”) is entered into on _____, between the **City of North Miami**, a Florida municipal corporation with a principal address of 776 NE 125th Street, North Miami, Florida (“City”), and **XLACED, LLC**, a Florida limited liability company registered and authorized to do business under the laws of the State of Florida, having its principal office at 5945 SW 23 Street, Miramar, FL 33027 (“Sublessee”). The City and Sublessee shall collectively be referred to as the “Parties”.

RECITALS

WHEREAS, the City and XLACED, LLC are parties to a Sublease and Operating Agreement for the Operation of the Red Garden Site dated December 6, 2021; and

WHEREAS, XLACED, LLC has assigned all of its rights and interests in the Agreement to The NOMI Village, LLC with the City’s consent; and

WHEREAS, the Parties desire to enter into this Amendment to reflect the assignment as set forth herein.

NOW THEREFORE, in consideration of the mutual terms and conditions set forth below, the Parties agree as follows:

1. Wherever in the Sublease and Operating Agreement for the Operation of the Red Garden Site the term XLACED, LLC appears, such term shall be replaced with The NOMI Village, LLC
2. All other terms and conditions of the Agreement (attached hereto as “Exhibit A”) remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their respective and duly authorized representatives effective as of the date first written above:

(The remainder of this page is intentionally left blank)

ATTEST:
Corporate Secretary or Witness:

XLACED, LLC,
“Sublessee”:

By: _____

By: _____

Print Name: _____

Print Name: _____

Date: _____

Date: _____

ATTEST:

City of North Miami, a Florida municipal corporation: “**City**”

By: _____
Vanessa Joseph, Esq.
City Clerk

By: _____
Theresa Therilus, Esq.
City Manager

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Jeff P. H. Cazeau
City Attorney

**SUBLEASE AND OPERATING AGREEMENT
FOR THE OPERATION OF THE RED GARDEN SITE**

THIS SUBLEASE AND OPERATING AGREEMENT (the “Agreement”) is entered into on December 06, 2021, between THE CITY OF NORTH MIAMI, FLORIDA, a Florida municipal corporation with a principal place of business located at 776 N.E. 125 Street, North Miami, Florida 33161 (hereinafter referred to as “CITY” or “SUBLESSOR”) and XLACED, LLC, a Florida limited liability company with a principal place of business located at 5945 SW 23rd street Miramar, FL 33027, (hereinafter referred to as “SUBLESSEE”), (“Parties”) by which SUBLESSOR does this day lease unto SUBLESSEE, and SUBLESSEE does hereby lease from SUBLESSOR, the “Red Garden Site” as shown on the attached Exhibit “A” (the “Premises”), for the terms described below.

WITNESSETH:

WHEREAS, the SUBLESSOR currently leases the properties located at 635 N.W. 123 Street, 12351 N.W. 7 Avenue, 645 N.W. 123 Street, and 660 N.W. 125 Street (the “Premises”), under lease agreements with the current landowners; and

WHEREAS, on August 17, 2020, the City of North Miami (“City”) issued *Request for Proposals (“RFP”)* No. 23-19-20 – *Leasing, Development and Operation of the Red Garden Site* requesting proposals from interested parties for the leasing, development and operation of the site known as Red Garden located at NW 123rd Street and 7th Avenue in the heart of the City’s Cultural Arts and Innovation District, in accordance with the terms, conditions and specifications contained in the RFP (“Services”);

WHEREAS, the SUBLESSEE submitted a written proposal for the sublease and operation of the Red Garden Site as a special events location in a manner that shall conform to terms and conditions of the Request for Proposals (RFP) No. 23-19-20, including any and all associated addenda and attachments, incorporated therein by reference; and the requirements of this Sub-Lease and Operating Agreement; and

WHEREAS, the Mayor and City Council adopted Resolution number 2021-R-83 which determined that SUBLESSEE’s Proposal was in the best interest of the City, and formed the basis of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants which are acknowledged,

the Parties agree as follows:

ARTICLE 1 - RECITALS

1.1 The recitals are true and correct and are hereby incorporated into and made a part of this Agreement.

ARTICLE 2 - CONTRACT DOCUMENTS

2.1 The following documents, collectively referred to as the "Contract Documents", are incorporated into and made part of this Agreement:

- 2.1.1 Legal Descriptions for the Premises, is attached as Exhibit "A";
- 2.1.2 Schedule of Lease Payments and Revenue Sharing Percentages, is attached as Exhibit "B";
- 2.1.3 City of North Miami *Request for Proposals ("RFP") No. 23-19-20 – Leasing, Development and Operation of the Red Garden Site*, is attached and incorporated hereto by reference;
- 2.1.4 SUBLLEESE's proposal in response to the RFP ("Proposal"), attached hereto as Exhibit "C";
- 2.1.5 City's Lease Agreements for the Premises, are attached as Exhibit "D";
- 2.1.6 Any additional documents which are required to be submitted by SUBLLEESE pursuant to this Agreement and RFP.

2.2 In the event of any conflict between the Contract Documents or any ambiguity or missing specification or instruction, the following priority is hereby established:

- 2.2.1 This Agreement
- 2.2.2 The RFP.
- 2.2.3 Specific written direction from the City Manager or City Manager's designee.

ARTICLE 3 - DEMISED PREMISES

3.1 SUBLLESSOR leases to the SUBLLEESE, with Landlord's approval, the use of the Premises located at 635 N.W. 123 Street, 12351 N.W. 7 Avenue, 645 N.W. 123 Street, and 660 N.W. 125 Street, North Miami, Florida. The SUBLLEESE shall have the same control, custody and right to the Premises as SUBLLESSOR and as directed under the terms, conditions and provisions of the Improvements Agreement and this Lease.

3.2 The Premises will be used by the SUBLLEESE for operation of special events.

3.3 Compliance with Underlying Lease. All rights and obligations contained in the Underlying Lease Documents, attached as Exhibit "D", conferred and imposed upon the City of North Miami, shall be considered rights and obligations of SUBLICENEE hereunder. SUBLICENEE acknowledges and agrees that it has been provided a copy of the Underlying Lease Documents and will occupy the Premises in compliance with the terms thereof, except as specifically set forth in this Sublease.

3.4 The SUBLICENEE will make no unlawful, improper or offensive use of the Premises, which shall or may be a nuisance, annoyance, inconvenience or damaging to SUBLICESSOR or to the occupants of the adjoining Premises or to the neighborhood. SUBLICENEE will make no use of the Premises other than as specifically provided.

3.5 Adequate supervisory personnel will be provided by SUBLICENEE on the Premises at all times the Premises are used by SUBLICENEE.

3.6 SUBLICENEE shall be responsible for providing and supervising the necessary security protocols for the Premises, including but not limited to, video surveillance and on-site security.

ARTICLE 4 - TERM

4.1 The Initial Term of this Lease Agreement shall commence on the date that the Site is returned to its original condition and site control is turned over to the SUBLICENEE by the SUBLICESSOR and shall be for two (2) years. Following the Initial Term, the SUBLICESSOR shall have two (2) options to renew this Agreement for an additional period of five (5) years, under the same terms and conditions.

ARTICLE 5 – RENT AND PAYMENTS

5.1 Rent and Fees. In consideration of the rights and privileges granted by this Agreement, SUBLICENEE agrees to pay to SUBLICESSOR rent and revenue sharing percentages in the manner set forth in Exhibit "B." Revenue sharing shall be calculated based on monthly gross profit minus the cost of rent payments.

5.2 Rent Abatement. Rent payments shall be waived by SUBLICESSOR for the first four (4) months of the sub-lease following the Site being returned to its original condition and site control being turned over to the SUBLICENEE by the SUBLICESSOR. Rent abatement period shall run concurrent with any occurrence of force majeure, including without limitation, Act of God;

inevitable accident; fire; lockout; strike or other labor dispute; riot or civil commotion, pandemic, epidemic, act of public enemy, act of terrorism, law, enactment, regulation, rule, order or act of government or governmental instrumentality (either Federal, State or local, foreign or other), failure of technical facilities.

5.3 Time and manner of Payment. SUBLESSEE shall pay SUBLESSOR on the first day of each calendar month, the rent and all other revenue sharing payments provided for under Exhibit "B" to this Agreement, commencing on the first day of the month following the execution of this Agreement. SUBLESSEE shall pay the rent for the first month of this Agreement, prorated to the day of the month when the Agreement is executed, upon execution of the Agreement. All sums payable to SUBLESSOR shall be paid at the City Hall Finance Department located at 776 N.E. 125 Street, North Miami, FL 33161 or shall be paid electronically, by ACH payment attention: City of North Miami Finance Department.

5.4 Late Payment Charge. If SUBLESSEE shall fail to pay, when the same is due and payable, any amounts due pursuant to the terms of this Agreement, by the fifteenth (15th) day of the month such is installment is due, a late charge equal to five percent (5%) of said monthly installment shall be added to that installment and shall be due and payable.

5.5 Deposit. SUBLESSEE shall deposit Twenty-Six Thousand Dollars (\$26,000) with SUBLESSOR upon execution of this Agreement, which sum shall be applied toward the first month's rent due on the first month after the Rent Abatement period.

5.6 Sales Tax. The SUBLESSEE shall be liable for the prevailing State of Florida Sales and Use Tax imposed on rental payments on the amounts payable to the SUBLESSOR. This Sales and Use Tax shall be payable to the SUBLESSOR, when the Rent payment is due, and the SUBLESSOR in turn will remit the same, less authorized handling deductions to the State of Florida.

5.7 Additional Taxes. If at any time during the term of this Lease, or any renewal thereof, under the laws of the State of Florida, or any political subdivision thereof, a tax, charge, capital levy, or excise is imposed on the Rent or any personal property belonging to the SUBLESSEE, whether or not affixed to the Premises, however described, against the SUBLESSOR on account of the rental payment and/or use of the Premises, which may or may not be deemed to constitute real estate taxes on the Premises, shall be the sole responsibility of the SUBLESSOR.

5.8 Taxes on SUBLESSEEs Personal Property. SUBLESSEE shall be responsible for and shall

pay before delinquency all municipal, county, or state taxes assessed against any occupancy interest and/or personal property of any kind, owned by or placed in, upon or about the Premises by SUBLESSEE.

5.9 Worthless Check or Draft. In the event that the SUBLESSEE delivers a dishonored check or draft to the SUBLESSOR in payment of any obligation arising under this Agreement, the SUBLESSEE shall incur and pay a service charge of Fifty (\$50.00) Dollars to the SUBLESSOR. This amount will be in addition to any late fees that might apply. For each such dishonored check, such payment is to be made not more than five (5) days from written notice of such default. Further, in such event, the SUBLESSOR may require that future payments required pursuant to this Agreement be made by cashier's check or other means acceptable to the SUBLESSOR. A second such occurrence of dishonored check during the lease term will be a breach of contract and, at the SUBLESSOR 's option, will constitute a default allowing termination.

ARTICLE 6 - IMPROVEMENTS TO PREMISES

6.1 SUBLESSEE agrees to be solely responsible for any and all necessary improvements to the Premises as may be required for its operation of the Red Garden Site. SUBLESSOR agrees to complete the replacement of the artificial turf and electrical work, consisting of the replacement and installation of missing copper wire, and any further improvements necessary to get the Red Garden Site back to the original condition it previously was prior to the submission of SUBLESSEE's Proposal.

6.2 SUBLESSEE agrees that no permanent construction or improvements may be undertaken by it upon the Premises. Upon the termination, cancellation or expiration of this Lease Agreement or any extension, all equipment, in their then existing condition, shall be removed from the Premises within thirty (30) days.

6.3 SUBLESSOR shall not have any obligation to repair, maintain, or restore any improvements placed upon the site and/or office building by the SUBLESSEE.

ARTICLE 7 - MAINTENANCE

SUBLESSEE shall be responsible for providing all improvements and maintenance to the Premises and shall, at its cost and expense, make all repairs of whatever kind and nature, foreseen and unforeseen, as may be required to keep the demised premises and fixtures thereon in good

condition and repair.

ARTICLE 8 - UTILITIES

- 8.1 SUBLESSEE shall be responsible for setting up and maintaining, at its sole cost, all utilities, including electricity, water and sewer for the Premises including the office building.
- 8.2 SUBLESSEE shall provide, at its sole cost, all other utilities for the Premises that SUBLESSEE desires, including cable television, telephone and other telecommunications services

ARTICLE 9 - NOTICE

All notices or communications under this Lease Agreement by either party to the other shall be sufficiently given or delivered if dispatched by certified U.S. mail, postage pre-paid, return receipt requested, as follows:

1. SUBLESSEE:

XLACED, LLC
Aston McEwan, President and Registered Agent
5945 SW 23RD ST
West Park, FL 33027

2. SUBLLESSOR:

City of North Miami
c/o City Manager
776 N.E. 125th Street
North Miami, Florida 33161
With a copy to:

City of North Miami
c/o City Attorney
776 N.E. 125th Street
North Miami, Florida 33161

ARTICLE 10 - CANCELLATION

SUBLLESSOR shall have the right to cancel this Lease Agreement at any time, for cause, after giving the SUBLESSEE written notice thirty (30) days prior to the effective date of such

reasons for cancellation. SUBLESSEE shall have thirty (30) days from the receipt of such notice to cure any reasonable issues outlined in such notice. SUBLESSEE shall have the right to cancel this Lease Agreement at any time, for cause after giving the SUBLASSOR written notice thirty (30) days of such reasons for cancellation. SUBLASSOR shall have thirty (30) days from the receipt of such notice to cure any reasonable issues outlined in such notice, with improvements to become the property of SUBLASSOR unless removed pursuant to Article III.

ARTICLE 11 - SUBLASSOR'S TERMINATION RIGHTS

- 11.1 The SUBLASSOR shall have the right to terminate this Agreement, in its sole discretion at any time, with cause, upon written notice to SUBLESSEE subject to Article 10 above.
- 11.2 The SUBLASSOR shall have the right to terminate this Agreement immediately, upon written notice to SUBLESSEE, if SUBLESSEE abandons its business operations at the Premises.

ARTICLE 12 – DEFAULT

12.1 SUBLESSEE's failure to have the leased Premises and opening events fully permitted and ready for operation by no later than the start of the seventh (7th) month, subject to the occurrence of force majeure, from the Site being reinstated to its original condition and site control is turned over by the SUBLASSOR to the SUBLESSEE, shall constitute a default and the Agreement shall be subject to termination.

12.2 In the event the SUBLESSEE fails to comply with any provision of this Agreement, the SUBLASSOR may declare the SUBLESSEE in default by written notification. The SUBLASSOR shall have the right to terminate this Agreement if the SUBLESSEE fails to cure the default within thirty (30) days after receiving notice of default from the SUBLASSOR. The SUBLESSEE understands and agrees that termination of this Agreement under this section shall not release SUBLESSEE from any obligations accruing prior to the effective date of termination.

In the event of termination, for cause, hereunder on account of a default by SUBLESSEE, it shall remain liable for all Rent and other sums past due under this Sublease.

ARTICLE 13. INDEMNIFICATION AND HOLD HARMLESS

13.1 SUBLESSEE agrees to indemnify, defend, save and hold harmless the other Party, its officers, agents and employees, from and against any and all claims, liabilities, suits, losses, claims, fines, and/or causes of action that may be brought against the Parties, its officers, agents and employees, on account of any negligent act or omission of the Parties, its agents, servants, or employees in the performance of operations under this Agreement and resulting in personal injury, loss of life or damage to property sustained by any person or entity, caused by or arising out of the Parties negligence within the scope of this Agreement, including all costs, reasonable attorneys fees, expenses, including any appeal, and including the investigations and defense of any action or proceeding and any order, judgment, or decree which may be entered in any such action or proceeding, except for damages specifically caused by or arising out of the negligence, strict liability, intentional torts or criminal acts of the other Party, its officer, agents, employees or contractors, which claims are lodged by any person, firm, or corporation.

13.2 SUBLLESSOR recognizes the broad nature of the above indemnification and hold harmless clause, and voluntarily agrees to the covenant in recognition of the valuable consideration provided by SUBLESSEE under this Lease.

13.3 Nothing contained in this Agreement is any way intended to be a waiver of the limitation placed upon the SUBLLESSOR's liability as set forth in Chapter 768, Florida Statutes. Additionally, the SUBLLESSOR does not waive sovereign immunity, and no claim or award against the SUBLLESSOR shall include attorney's fees, investigative costs or pre-judgment interest.

ARTICLE 14 - NO LIABILITY FOR PERSONAL PROPERTY

SUBLLESSEE agrees to insure or self-insure its respective interest in personal property to the extent it deems necessary or appropriate and waives all rights to recovery from SUBLLESSOR for loss or damage of such property by any cause whatsoever. SUBLLESSEE waives all rights of subrogation under any policy or policies carried on property placed or moved on the Premises.

ARTICLE 15 - LIABILITY FOR DAMAGE OR INJURY

SUBLLESSOR shall not be liable for any damage or injury which may be sustained by

SUBLESEE or any persons on the Premises, other than damage or injury resulting from the sole negligent performance or failure of performance on the part of SUBLASSOR, its agents, representatives or employees under this Lease Agreement.

ARTICLE 16 - INSURANCE

16.1 SUBLESEE shall at all times during the term hereof keep in full force and affect policies of insurance, as required by the terms of the Underlying Lease Documents and the RFP.

16.2 Prior to the execution of this Agreement, the SUBLESEE shall submit certificate(s) of insurance evidencing the required coverage and specifically providing that the SUBLASSOR is an additional named insured or additional insured with respect to the required coverage and the operations of the SUBLESEE under this Agreement. SUBLESEE shall not commence work or operations under this Agreement until after SUBLESEE has obtained all of the minimum insurance described in the RFP and Underlying Lease Documents and the policies of such insurance detailing the provisions of coverage have been received and approved by the SUBLASSOR.

16.3 In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the term of this Agreement, SUBLESEE shall furnish, at least thirty (30) calendar days prior to expiration of the date of the insurance, a renewed certificate of insurance as proof that equal and like coverage and extension is in effect. SUBLESEE shall not continue to perform operations under this Agreement unless all required insurance remains in full force and effect.

16.4 If SUBLESEE fails to maintain required insurance pursuant to this Agreement, the SUBLASSOR shall have the right, upon written notice to SUBLESEE, to terminate this Agreement or to secure the required insurance at SUBLESEE's expense if SUBLESEE does not acquire the necessary insurance within thirty (30) days.

16.5 All insurance policies required from SUBLESEE shall be written by a company with a Best rating of B+ or better and duly authorized and licensed to do business in the State of Florida and be executed by duly licensed agents upon whom service of process may be made in Miami-

Dade County, Florida.

ARTICLE 17 - NON-DISCRIMINATION

All Parties agree that there will be no discrimination against any person based on disability, gender, age, religion, race, color or national origin in the use of the Premises.

ARTICLE 18 - AMENDMENTS

No amendments to this Agreement shall be binding on either party unless in writing and signed by all parties.

ARTICLE 19 - GOVERNING LAW; VENUE

This Lease Agreement shall be governed according to the laws of the State of Florida, and venue shall be in Miami-Dade County, Florida.

ARTICLE 20 - SEVERABILITY

In the event any paragraph, clause or sentence of this Lease Agreement or any future amendment is declared invalid by a court of competent jurisdiction, such paragraph, clause or sentence shall be stricken from the Lease Agreement and the balance of the Lease Agreement shall not be affected by the deletion.

ARTICLE 21. ASSIGNMENT AND SUBLetting

SUBLESEE shall not, in any manner, assign, sublet, transfer, mortgage, pledge, encumber or otherwise convey an interest in this Lease, nor sublet the leased premises or any part thereof.

ARTICLE 22. GOVERNMENTAL APPROVALS

22.1 If any governmental license or permit, including, but not limited addition to, special event or temporary use permits, are required by the City of North Miami, pursuant to any of its laws, ordinances and/or requirements, and shall be required for the proper and lawful conduct of SUBLESEE's business regarding the use of the Premises, or any part thereof, and if failure to secure such license or permit would in any way adversely affect the SUBLISSOR, and/or the use of the Premises, the SUBLESEE, at its expense, shall duly procure and thereafter maintain such

license or permit and submit, without demand, the same to inspection by the SUBLLESSOR.

22.2 SUBLLESSEE shall at all times comply with the terms and conditions of any and all each license and/or permit. SUBLLESSEE shall promptly comply with any and all statutes, ordinances, rules, orders, regulations, and requirements of any applicable federal, state, county and city government, and of any and all governmental agencies, departments, and bureaus including any taxing authority and/or utility; and the SUBLLESSEE shall also promptly comply with all rules, orders and regulations of the applicable fire prevention codes for the prevention of fires, all the foregoing at SUBLLESSEE's own expense.

22.3 The SUBLLESSEE further acknowledges and agrees that if any present or future law, ordinance, regulation or order requires any type of use and/or occupancy permit, from, or for, the SUBLLESSEE, for the use and/or occupancy of the Premises, by the SUBLLESSEE, that the SUBLLESSEE will obtain such use and/or occupancy permit at the SUBLLESSEE's sole cost and expense prior to the SUBLLESSEE operating its business in relationship to the Premises.

22.4 SUBLLESSEE acknowledges section 7-201 of the City of North Miami Code of Ordinances prohibits the sale or use of expanded polystyrene food service articles and single-use plastic beverage straws by city contractors and special event permittees or on city properties and facilities. SUBLLESSEE will comply with this provision of the code in the conduct of business on the Premises.

ARTICLE 23- RECORDKEEPING, REPORTING, AUDIT AND INSPECTION RIGHTS

23.1 SUBLLESSEE shall provide the SUBLLESSOR with monthly progress reports during the time period that they are preparing the Premises for the opening of operations.

23.2 SUBLLESSEE shall provide SUBLLESSOR with a list and description of events to be held on the premises, for review and approval by SUBLLESSOR, no less than two (2) weeks prior to the start of each event. Approval shall not be unreasonably withheld by the SUBLLESSOR provided

that proposed events are in compliance with all applicable laws and regulations and in accordance with the permits issued by the City.

23.3 SUBLESSEE shall provide SUBLLESSOR with quarterly reports to include revenue information, summary of events/activities, event attendance and results of community initiatives.

23.4 SUBLESSEE shall provide SUBLLESSOR with a quarterly profit/loss statement.

23.5 Access and Audits: The SUBLLESSOR shall have the right to inspect and copy the books of SUBLESSEE with respect to SUBLESSEE's operations under this Agreement at any time during normal business hours. The SUBLESSEE shall maintain within Miami-Dade County, adequate records of the operations including, monthly gross profits and revenue generated, during the fiscal year and for three (3) years following the end of each fiscal year of the Agreement and shall provide copies of such records, upon written request from the SUBLLESSOR within five (5) business days. The SUBLLESSOR shall have the right to review all records, including recording and recordkeeping requirements, maintained by the SUBLESSEE during normal business hours upon twenty-four (24) hours' notice.

23.6 The SUBLESSEE shall provide the SUBLLESSOR with a review of the Revenue and Expense Financial Statement representing the financial results of the SUBLESSEE with respect to operations provided pursuant to this Agreement. The review must be performed in accordance with Statements on Standards for Attestation Engagements and Related Interpretations promulgated by the American Institute of Certified Public Accountants. The annual review shall be delivered to the SUBLLESSOR within one hundred and twenty (120) days of the twelve (12) month period ending the SUBLESSEE's fiscal year. The audit can be limited to the entity actually providing services and must be specific to the business operations covered under this agreement with the City of North Miami. In addition, a certified annual financial statement ("Annual Report") of SUBLESSEE, shall be furnished to CITY within six (6) months of the close of SUBLESSEE 's fiscal year, for each fiscal year, on an annual basis throughout the term of this Agreement or any

extension thereof.

23.7 A certified annual financial statement of SUBLESSEE shall be furnished to SUBLLESSOR within six (6) months of the close of SUBLESSEE's fiscal year on an annual basis throughout the term of this Agreement or any extension thereof and must be specific to the business operations covered under this Agreement.

23.8 At all times during the term of this Agreement and until all claims by the City for payments hereunder have been fully ascertained and paid, SUBLESSEE shall keep in accordance with generally accepted accounting principles, separate and accurate records of Vendor's gross revenues related to the operation of the Premises and office building. As required herein, the SUBLESSEE shall create, maintain, and make available records as defined in, and required by, all applicable local, state, and federal laws, rules and regulations, and shall provide copies of such records, upon written request from the SUBLLESSOR within five (5) business days.

23.9 The SUBLESSEE shall submit quarterly reports by the 15th of the following month in an electronic format approved by the City summarizing the records the SUBLESSEE is required to create, maintain, and make available to the SUBLLESSOR pursuant to this Agreement. The SUBLESSEE shall submit annual reports in an electronic format approved by the City within thirty (30) calendar days following the end of the contract year summarizing the records the SUBLESSEE is required to create, maintain, and make available to the SUBLLESSOR pursuant to this Agreement.

23.10 The SUBLLESSOR may employ a certified public accountant to examine SUBLESSEE's books and records. If the SUBLLESSOR determines, pursuant to such an audit, that a discrepancy exists between the rent reported and paid to the SUBLLESSOR and the rent actually due, SUBLESSEE shall pay any resulting deficiencies within thirty (30) days notice by the SUBLLESSOR.

ARTICLE 24. NO WAIVER BY CITY

No waiver of default by SUBLLESSOR of any of the terms, conditions, or covenants of this sublease to be kept and performed by SUBLLESSEE shall be construed to be or act as a waiver by SUBLLESSOR of any subsequent default on the part of the SUBLLESSEE.

ARTICLE 25. CONSENT AND APPROVAL

Nothing in this Lease shall be construed to waive or limit SUBLLESSOR's governmental authority as a political subdivision of the State of Florida to regulate SUBLLESSEE or its operations. Where approval or consent of SUBLLESSOR is required under this Agreement, such consent or approval shall be deemed to refer to the SUBLLESSOR's consent or approval as sublandlord and such consent or approval shall be contractual in nature and shall not be in lieu of any required governmental approval of SUBLLESSOR. The City Manager or a designee shall act for SUBLLESSOR in matters relating to contractual approvals and notices.

ARTICLE 26. INVALIDITY OF CLAUSES

The invalidity of any portion, article, paragraph, provision or clause of this Agreement shall have no effect upon the validity of any other portion.

ARTICLE 27. BINDING EFFECT

The terms, conditions and covenants of this Agreement shall inure to the benefit of and be binding upon the parties and their successors and assigns.

ARTICLE 28. MODIFICATION

This Agreement constitutes the entire agreement and shall be modified or amended only by written agreement of the parties.

ARTICLE 29. INSPECTION BY SUBLLESSOR

29.1 The SUBLLESSOR shall have the authority to make periodic reasonable inspections of the Premises and operations during the normal operating hours thereof to determine if such is being maintained in a neat and orderly condition.

29.2 Such periodic inspections may also be made at the SUBLLESSOR's discretion, with at least three (3) business days advanced notice to SUBLESEE, to determine whether the SUBLLESSEE is operating in compliance with the terms and conditions of this Agreement.

ARTICLE 30. RIGHT OF ENTRY

30.1 SUBLLESSEE agrees to permit SUBLLESSOR or any of their agents to enter the Premises during the SUBLLESSEE's period of use to examine same as may be deemed necessary for the safety and preservation of the Premises provided such actions do not unreasonably interfere with SUBLLESSEE's use.

30.2 The SUBLLESSOR or its agents shall also have the right to enter upon the Premises with 24 hours written notice to the SUBLLESSEE to show it to actual or prospective operators or potential tenants. During the one hundred and eighty (180) days prior to the expiration of the term of this sublease, the SUBLLESSOR may show the Premises to prospective operators. If, during the last ninety (90) days of the term of this Lease, the SUBLLESSEE shall have removed all or substantially all of SUBLLESSEE's personal property from the Premises, the SUBLLESSOR may immediately enter, alter, renovate, and improve the Premises without elimination or abatement of Rent or the payment of any compensation to the SUBLLESSEE, and such action shall have no effect upon this Lease.

ARTICLE 31. SURRENDER OF PREMISES

31.1 SUBLLESSEE agrees to surrender to SUBLLESSOR, at the end of the term of this Agreement, the Premises in as good condition as the Premises were at the beginning of the term of this Lease Agreement, normal wear and tear, damage by fire, windstorm, natural disaster or other acts of God, excepted.

31.2 The SUBLESEE, shall remove all personal property upon termination of this Agreement. Any personal property of SUBLESEE not removed in accordance with this Article may be removed by the SUBLLESSOR for storage at the cost of SUBLESEE. Failure on the part of SUBLESEE to reclaim its personal after the date of termination shall, at SUBLLESSOR's option, constitute a gratuitous transfer of title to the SUBLLESSOR for whatever disposition is deemed to be in the best interests of the SUBLLESSOR.

31.3 Upon termination, SUBLESEE shall surrender the leased premises in good, clean and neat condition.

31.4 In the event the SUBLESEE shall refuse or fail to give up the possession of the leased premises at the end of this Agreement, the SUBLESEE shall be liable for double rental, as provided for in Section 83.06, Florida Statutes.

ARTICLE 32 – SUBLLESSOR'S USE OF SITE

SUBLESEE agrees to waive the site rental fee to allow the SUBLLESSOR to use the entire Site for up to six (6) days per each lease year for events sponsored by the City without rental cost to the SUBLLESSOR, at times and dates which do not unreasonably interfere with pre-scheduled uses by the SUBLESEE. The SUBLLESSOR will be responsible for all expenses related to executing such events including but not limited to, staffing, power, security and clean up. Quarterly and annual calendar meetings may be used by the parties to discuss and agree upon a schedule of dates reserved for use of the Site by the City.

ARTICLE 33 – ENTIRETY

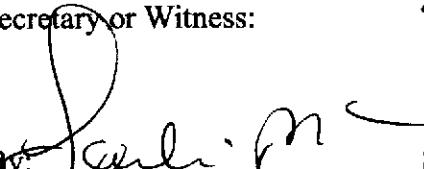
This Agreement constitutes the entire agreement between the parties and supersedes all previous negotiations, and it may be modified only by an agreement in writing signed by all Parties.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Parties have executed this Agreement by their respective proper officers duly authorized the day and year first written above.

ATTEST:

Corporate Secretary or Witness:

Witnessed By: 

Witness Name: JACQUELINE MCEWAN

Witness Date: 11/03/21

XLACED, LLC,

“SUBLESSEE”:

Signed By: 

Print Name: Aston McEwan

Signature Date: 11-23-21

ATTEST:

E-SIGNED by Vanessa Joseph
on 2021-12-06 17:14:50 GMT
By: 

Vanessa Joseph, Esq.
City Clerk

City of North Miami, a Florida municipal
Corporation:

“SUBLESSOR OR CITY”

E-SIGNED by Theresa Therilus
on 2021-12-03 19:59:18 GMT
By: 

 R.L.

Theresa Therilus, Esq.
City Manager

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

E-SIGNED by Jeff P.H. Cazeau
on 2021-12-01 15:42:03 GMT
By: 

Jeff P. H. Cazeau
City Attorney

Exhibit “A”

Legal Descriptions for the Premises

Folio No. 06-2125-018-1750

PROPERTY INFORMATION 

Folio: 06-2125-018-1750	
Sub-Division: ALHAMBRA HGTS	
Property Address 635 NW 123 ST	
Owner ALHAMBRA HEIGHTS 635 LLC	
Mailing Address 2300 BAYVIEW LN MIAMI, FL 33181	
PA Primary Zone 6601 COMMERCIAL	
Primary Land Use 1081 VACANT LAND - COMMERCIAL VACANT LAND	
Beds / Baths / Half 0 / 0 / 0	
Floors 0	
Living Units 0	
Actual Area 0	
Living Area 0	
Adjusted Area 0	
Lot Size 4,401 Sq.Ft	
Year Built 0	

Map View  **Layers** 



2019 Aerial Photography 60ft

Folio No. 06-2125-018-1760

Map View ▾ Layers ▾



PROPERTY INFORMATION

Folio: 06-2125-018-1760	
Sub-Division: ALHAMBRA HGTS	
Property Address 645 NW 123 ST	
Owner ALHAMBRA HEIGHTS 645 LLC	
Mailing Address 2300 BAYVIEW LN MIAMI, FL 33181	
PA Primary Zone 6601 COMMERCIAL	
Primary Land Use 1081 VACANT LAND - COMMERCIAL - VACANT LAND	
Beds / Baths / Half 0 / 0 / 0	
Floors 0	
Living Units 0	
Actual Area 0	
Living Area 0	
Adjusted Area 0	
Lot Size 13.50 Sq.Ft	
Year Built 0	

2019 Aerial Photography 60ft

Folio No. 06-2125-018-1630

Map View ▾

Layers ▾

Zoom

+

-

Reset

Print

Save

Print

Save

Map View ▾

Layers ▾

Zoom

+

-

Reset

Print

Save

Print

Save

2019 Aerial Photography 60ft

PROPERTY INFORMATION

Folio:	06-2125-018-1630
Sub-Division:	ALHAMBRA HGTS
Property Address	12351 NW 7 AVE
Owner	ALHAMBRA HEIGHTS 12351 LLC
Mailing Address	2300 BAYVIEW LN MIAMI, FL 33181
PA Primary Zone	6601 COMMERCIAL
Primary Land Use	1066 VACANT LAND - COMMERCIAL: EXTRA FEA OTHER THAN PARKING
Beds / Baths / Half	0 / 0 / 0
Floors	0
Living Units	0
Actual Area	0
Living Area	0
Adjusted Area	0
Lot Size	48,053 Sq.Ft
Year Built	0

Folio No. 06-2125-018-1660

PROPERTY INFORMATION

Folio:	06-2125-018-1660
Sub-Division:	ALHAMBRA HGTS
Property Address	
Owner	M23 ENTERPRISE LLC
Mailing Address	660 NW 125 ST NORTH MIAMI, FL 33168
PA Primary Zone	6100 COMMERCIAL - NEIGHBORHOOD
Primary Land Use	1081 VACANT LAND - COMMERCIAL - VACANT LAND
Beds / Baths / Half	0 / 0 / 0
Floors	0
Living Units	0
Actual Area	0
Living Area	0
Adjusted Area	0
Lot Size	14,677 Sq.Ft
Year Built	0

Map View

2019 Aerial Photography 60ft

Office Building 660 NW 125th ST, North Miami, FL 33168

Map View ▾ Layers ▾



25TH ST NW 124TH ST

2019 Aerial Photography

PROPERTY INFORMATION

Folio: 06-2125-018-1840	
Sub-Division: ALHAMBRA HGTS	
Property Address 660 NW 125 ST	
Owner M2i2 REALTY GROUP LLC	
Mailing Address 660 NW 125TH ST NORTH MIAMI, FL 33168	
PA Primary Zone 6601 COMMERCIAL	
Primary Land Use 1713 OFFICE BUILDING - ONE STORY : OFFICE BUILDING	
Beds / Baths / Half	0 / 0 / 0
Floors	1
Living Units	0
Actual Area	
Living Area	
Adjusted Area	4,843 Sq Ft
Lot Size	13,500 Sq Ft
Year Built	1966

Exhibit “B”

Schedule of Lease Payments and Revenue

Sharing Percentages

Revised October 18, 2021
Red Garden Site - RFP 23-19-20
Negotiated Schedule of Payments & Revenue Sharing Percentages

Contract Term	Year	Final Negotiated Proposal		
		Monthly	Annual	Revenue Sharing
Initial Term (2 years)	Dec. 4, 2021 - Dec. 3, 2022	\$ 26,000.00	\$ 208,000.00	0.0%
	Dec. 4, 2022- Dec. 3, 2023	\$ 26,780.00	\$ 321,360.00	0.5%
Renewal Term 1	Dec. 4, 2023- Dec. 3, 2024	\$ 27,583.40	\$ 331,000.80	0.5%
	Dec. 4, 2024- Dec. 3, 2025	\$ 29,770.07	\$ 357,240.79	1.0%
	Dec. 4, 2025- Dec. 3, 2026	\$ 30,917.54	\$ 371,010.43	1.5%
	Dec. 4, 2026- Dec. 3, 2027	\$ 32,110.90	\$ 385,330.84	2.0%
	Dec. 4, 2027- Dec. 3, 2028	\$ 33,352.01	\$ 400,224.08	2.5%
Renewal Term 2	Dec. 4, 2028- Dec. 3, 2029	\$ 34,642.75	\$ 415,713.04	3.0%
	Dec. 4, 2029- Dec. 3, 2030	\$ 35,985.13	\$ 431,821.57	3.5%
	Dec. 4, 2030- Dec. 3, 2031	\$ 36,297.87	\$ 435,574.47	4.0%
	Dec. 4, 2031- Dec. 3, 2032	\$ 37,749.79	\$ 452,997.45	4.5%
	Dec. 4, 2032- Dec. 3, 2033	\$ 39,259.78	\$ 471,117.35	5.0%
Total:		\$4,581,390.82		
NOTES	<ul style="list-style-type: none"> ▪ Annual payment amount for "year 1" reflects the estimated date that site control will be turned over to XLACED and reflects rent abatement for four (4) months ▪ <i>The Vendor shall make an initial \$26,000 deposit to the City upon contract execution which shall be applied toward their first rent payment.</i> <ul style="list-style-type: none"> ▪ <i>Revenue sharing shall be based on gross profit, minus the cost of rent payments to the City, and shall commence at the start of year 2.</i> 			

Exhibit “C”

SUBLESEE’s proposal in response to the

RFP



COVER PAGE & CONTACT INFORMATION

**RFP No. 23-19-20
LEASING, DEVELOPMENT AND OPERATION OF THE RED GARDEN SITE**

This form should be included as the very first page of your Proposal. Please complete the form in its entirety and have it signed by an authorized officer and/or principal of the Respondent. The "Contact Person" listed below should be an authorized designee of the Respondent whom the City may contact for any questions and/or to forward any correspondence related to this Solicitation.

Legal Name of
Proposer(s):

Xlaced, LLC

Federal Employee
Identification (FEIN)
Number:

45-2990513

Mailing Address:

5945 SW 23rd St

City, State, Zip Code:

Westpark Rd, 33023

Contact Person:

Aston McEwan

Title:

President

Email Address:

Astonmcewan@gmail.com

Telephone Number:

561-613-1785

Fax Number:

(if any)

954-212-8025



I hereby certify that I am authorized to act on behalf of the Respondent, individual, partnership, corporation or association making this Proposal and that all statements made in this document are true and correct to the best of my knowledge.

By submitting a Proposal, the Respondent certifies that it has fully read and understands this Solicitation and that it has full knowledge of the scope, nature, and quality of Work to be performed.

The Respondent, individual, partnership, corporation or association responding to this Solicitation certifies that all statements made in this document are true and correct to the best of their knowledge. Moreover, the Respondent agrees to hold this offer open for a period of one hundred and eighty (180) days from the deadline for receipt of Response.

Respondent understands and agrees to be bound by the conditions contained in this Solicitation and shall conform to all the requirements outlined herein.

XLaced, LLC

Company Name

Aston McEwan

Authorized Company Representative (Print Name)

1-6-21

Date

A. McEwan

Authorized Company Representative (Signature)

President

Title



**SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to CITY OF NORTH MIAMI

[print name of public entity]

by ASTON MC EWAN President

[print individual's name and title]

for XLACED, LLC

[print name of entity submitting sworn statement]

whose business address is 5945 SW 23 ST

and (if applicable) its Federal Employer Identification Number (FEIN) is _____ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133 (1)(a), **Florida Statutes**, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a *prima facie* case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes** means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

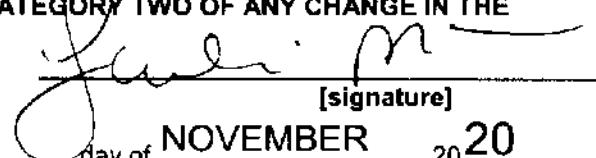
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [indicate which statement applies.]

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [attach a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

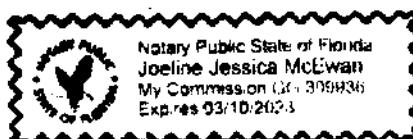

[signature]

Sworn to and subscribed before me this 23 day of NOVEMBER, 2020.

Personally known PERSONALLY KNOWN

OR Produced identification _____ Notary Public - State of FLORIDA
 (Type of Identification) _____ My commission expires 03/10/2023

(Printed typed or stamped Commissioned name of Notary Public)



NORTH MIAMI
FLORIDA

FORM "A-2"

NON-COLLUSIVE BIDDER CERTIFICATE

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

Before me, the undersigned authority, on this day personally appeared
ASTON MCEWAN (Authorized Officer), who being by me
duly sworn, deposes and says:

1. That he/she is the PRESIDENT of the corporation/partnership known and styles as XLACED, LLC, duly formed under the laws of the State of FLORIDA, on 03/09, 2016, is duly authorized to represent such corporation/partnership in the making of this Affidavit and certification.

2. That XLACED, LLC (corporation/partnership) has not, within 6 months next preceding the date of this affidavit, entered into any combination, contract, obligation, or agreement to create nor that may tend to create or to carry out any restriction on secret, competitive bidding on the procurement of RED GARDEN, to fix, maintain, increase, or reduce the price set out in the Proposal (bid) on the Project; to fix or maintain any standard or figure whereby the price bid in the Proposal is or has been in any manner affected, controlled, or established; or in any other manner to prevent or lessen competition in the bidding for the Project.

3. That XLACED, LLC (corporation/partnership) has not, during such time, entered into, executed, or carried out any contract, obligation, or agreement with any person, corporation, or association of persons not to bid on this Project below a common standard or figure, to keep the price thereof at fixed or graded figures, to preclude a fair and unrestricted competition in the bidding of this Project, to regulate, fix or limit the bidding on the Project, or to abstain from engaging in the bidding on the Project, or any portion thereof.

4. That XLACED, LLC (corporation/partnership) has not within 6 months next preceding the date of this Affidavit, either directly or through the instrumentality of trustees or otherwise, acquired assets shares, bonds, franchise, or other rights in or physical properties of any other corporation or partnership for the purpose of preventing or lessening, or in a manner that tends to affect or lessen, competition in the bidding on this Project.

5. That XLACED, LLC (corporation/partnership) has not within such time entered into any agreement or understanding to refuse to buy from or sell to any other person, corporation, firm, or association of person who bids on the Project.

NORTH MIAMI
FLORIDA

I certify that the information and responses provided on this Questionnaire are true, accurate and complete. The Owner of the Project or its representatives may contact any entity or reference listed in this Questionnaire. Each entity or reference may make any information concerning the Contractor available to the Owner.

Dated Nov 23, 2020

CONSULTANT:

XLast LLC

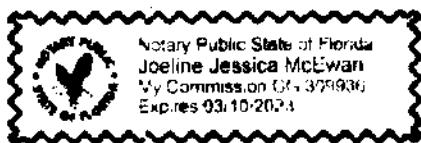
By Aston McEwan
Its President

Sworn to and subscribed before me this 23 day of November, 2023

Joeline McEwan
Notary Public

My Commission Expires:

03-10-2023





FORM "A-4"

QUESTIONNAIRE INSTRUCTIONS

PROJECT:

OWNER: CITY OF NORTH MIAMI

BIDDER:

INSTRUCTIONS

- A. All questions are to be answered in full, without exception. If copies of other documents will answer the question completely, they may be attached and clearly labeled. If additional space is needed, additional pages may be attached and clearly labeled.
- B. The City of North Miami shall be entitled to contact each and every person/company listed in response to this questionnaire. The Bidder, by completing this questionnaire, expressly agrees that any information concerning the Bidder in possession of said entities may be made available to the City.
- C. Only complete and accurate information shall be provided by the Bidder. The Bidder hereby warrants that, to the best of its knowledge and belief, the responses contained herein are true, accurate, and complete. The Bidder also acknowledges that the City is relying on the truth and accuracy of the responses contained herein. If it is later discovered that any material information given in response to a question was provided by the Bidder, knowing it was false, it shall constitute grounds for immediate disqualification, termination, or rescission by the City of any subsequent agreement between the City and the Bidder.
- D. If there are any questions concerning the completion of this form, the Bidder is encouraged to contact the Purchasing Department via email at purchasing@northmiamifl.gov or via phone: (305) 895-9886.

NORTH MIAMI
FLORIDA
QUESTIONNAIRE

Bidder's Name: XLACED, LLC

Principal Office Address: 5945 SW 23 ST

West Park FL, 33023

Official Representative:

Individual

Partnership (Circle One)

Corporation

If a Corporation, answer this:

When Incorporated:

03/09/14

In what State:

Florida

If Foreign Corporation:

Date of Registration with

Florida Secretary of State:

Name of Resident Agent:

Address of Resident Agent:

President's Name:

Aston McEwan

Vice President's Name:

Treasurer's Name:

Members of Board of Directors:

Villarson Jean-claude

If a Partnership:

Date of Organization:

General or Limited Partnership*:

NORTH MIAMI
FLORIDA

Name and Address of Each Partner:

Name

Address

1. Aston McEwan 5945 SW 23ST west park FL, 33023
2. Villarson Jean-claude 5945 SW 23ST west park FL 33023
3. _____

*Designate general partners in Limited Partnership

1. Number of years of relevant experience in operating similar business: 14 yrs
2. Have any similar agreements held by Bidder for a similar project to the proposed project ever been canceled?

Yes ()

No (✓)

If yes, give details on a separate sheet.

3. Has the Bidder or any principals of the applicant organization failed to qualify as a responsible Bidder, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last five (5) years? NO

If yes, please explain:

4. Has the Bidder or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership? NO

If yes, give date, court jurisdiction, action taken, and any other explanation deemed necessary.

5. Person or persons interested in the proposal and Questionnaire Form _____ (have) ✓ (have not) been convicted by a Federal, State, County or Municipal Court of any violation of law, other than traffic violations. To include stockholders over ten percent (10%). (Strike out inappropriate words).

Explain any convictions on a separate sheet.

6. Lawsuits (any) pending or completed involving the corporation, partnership or individuals with more than ten percent (10%) interest:

A. List all pending lawsuits: NON



B. List all judgments from lawsuits in the last five years:

None

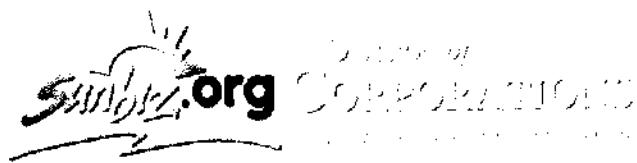
C. List any criminal violations and/or convictions of the Bidder and/or any of its principals:

None

7. Conflicts of Interest. The following relationships are the only potential, actual or perceived conflicts of interest in connection with this proposal: (If none, so state).

The Bidder understands that information contained in this Questionnaire will be relied upon by the City of North Miami in awarding the proposed Agreement and such information is warranted by the Bidder to be true. The undersigned Bidder agrees to furnish such additional information, prior to acceptance of any proposal relating to the qualifications of the Bidder, as may be required by the City Manager.

The Bidder further understands that the information contained in this questionnaire may be confirmed through a background investigation conducted by the City of North Miami Police Department. By submitting this questionnaire, the Bidder agrees to cooperate with this investigation, including but not necessarily limited to fingerprinting and providing information for credit check.



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Limited Liability Company

XLACED LLC

Filing Information

Document Number L16000048641
FEI/EIN Number APPLIED FOR
Date Filed 03/09/2016
State FL
Status ACTIVE
Last Event REINSTATEMENT
Event Date Filed 11/22/2020

Principal Address

5945 sw 23rd st
MIRAMAR, FL 33027

Changed: 04/30/2018

Mailing Address

5945 sw 23rd st
MIRAMAR, FL 33027

Changed: 04/30/2018

Registered Agent Name & Address

MCEWAN, ASTON J
5945 SW 23RD ST
WEST PARK, FL 33027

Name Changed: 04/30/2018

Address Changed: 04/30/2018

Authorized Person(s) Detail

Name & Address

Title President

MCEWAN, ASTON
5945 SW 23 ST
MIRAMAR, FL 33027

Title MGRM

VILLARSON, JEANCLAUDE
5945 sw 23rd st
MIRAMAR, FL 33027

Annual Reports

Report Year	Filed Date
2018	04/30/2018
2019	04/30/2019
2020	11/22/2020

Document Images

11/22/2020 -- REINSTATEMENT	View image in PDF format
04/30/2019 -- ANNUAL REPORT	View image in PDF format
04/30/2018 -- ANNUAL REPORT	View image in PDF format
10/05/2017 -- LC Amendment	View image in PDF format
04/28/2017 -- ANNUAL REPORT	View image in PDF format
03/09/2016 -- Florida Limited Liability	View image in PDF format



FORM A-5

ADDENDUM TO BID DOCUMENTS

BID NUMBER:

RFP 23-19-20

BID OPENING DATE:

To All Bidders:

It is the Bidder's responsibility to assure receipt of all addenda. The Bidder should verify with the designated Contracting Officer prior to submitting a proposal that all addenda have been received. Bidder's are required to acknowledge the number of addenda received as part of their proposals.

This form must be returned with your bid as acknowledgement of receipt of all addenda issued for this RFP,RFQ or IFB and must be signed in the space provided below. Bidder's failure to return this form will be deemed non-responsive and will not be considered for contract award.

Please initial to acknowledge receipt of addenda pertaining to this contract:

Addendum No. 1

A.M

Addendum No. 2

A.M

Addendum No. 3

A.M

Addendum No. 4

Addendum No. 5

Addendum No. 6

Addendum No. 7

Addendum No. 8

Addendum No. 9

Addendum No. 10

Acknowledged by:

Name:

Signature:

Date:

Aston MCEWAN
10/6/21



Form A-14: References

Provide the information requested below for each reference. If available, such references should be from public agencies. It is the sole responsibility of each Respondent to provide accurate information regarding these references. In the event that the City is unable to verify the project information submitted or if the information provided is incorrect, the Respondent may be deemed **NON-RESPONSIVE**. Attach additional pages as necessary.

Client Name:	see attachment	Contact Person (Name & Title):	<hr/>
E-Mail:	references	Phone Number:	<hr/>
Address:	<hr/>		
City:	<hr/>	State:	<hr/>
Contract # (if available):	<hr/>		
Description of Services Provided and Cost:	<hr/>		

Client Name:	see attachment	Contact Person (Name & Title):	<hr/>
E-Mail:	references	Phone Number:	<hr/>
Address:	<hr/>		
City:	<hr/>	State:	<hr/>
Contract # (if available):	<hr/>		
Description of Services Provided and Cost:	<hr/>		

Client Name:	see attachment	Contact Person (Name & Title):	<hr/>
E-Mail:	references	Phone Number:	<hr/>
Address:	<hr/>		
City:	<hr/>	State:	<hr/>
Contract # (if available):	<hr/>		
Description of Services Provided and Cost:	<hr/>		



Website: www.ChaseLawyers.com

Entertainment, Arts, Sports

21 SE 1st Avenue
Suite 700
Entertainment, Arts, Sports &
Media Law

Miami, FL 33131 USA
Office (305) 373-7665
Fax (305) 373-7668

225 W. 34th St., 9th Floor
New York, NY 10122 USA
Office (212) 601-2762

Barry Oliver Chase
Senior Partner
Barry@ChaseLawyers.com
Florida, New York,
District of
Columbia, US Supreme
Court

Gregory Bloom
Partner
Greg@ChaseLawyers.com

January 8, 2020

LETTER OF REFERENCE

Dear Sir or Madam:

Please use this as a letter of reference ("Letter") for Aston McEwan and XLACED, LLC. I have worked closely with Mr. McEwan on behalf of ChaseLawyers for the past four (4) years, and I have found him to be an astute businessman of high character. He has always been eager to understand the legal concepts of the businesses he has commanded, and has used that experience to run various successful ventures. I would highly recommend Mr. McEwan and XLACED, LLC as valuable additions to the City of North Miami, and its surrounding business community.

Please feel free to call me with any further questions.

Regards,

Gregory Bloom, Esq.



Martin Clarke

CEO

Clarke Smart Solutions

www.thinkclarke.com

martin@thinkclarke.com

15800 Pines Blvd. Suite 3128

Pembroke Pines, FL 33027

01/05/2021

To whom this may concern,

I am writing with the utmost confidence to recommend XLaced Entertainment as a valued business partner. I have happily worked with XLaced Entertainment for more than three years and can vouch for their dedication to professionalism and accountability. At Clarke Smart Solutions, we manage a diverse portfolio of corporate clients. When medium or large activations are called for, we call XLaced Entertainment. We've found the team at XLaced to be extremely competent in the delivery of their services and we would not hesitate to reach out to them again.

Thank you for time, and if you have any questions for me, please feel free to reach me directly at 954-248-7502.

Best regards,

Martin Clarke

January 7, 2021

To Whom it concerns:

I am writing this letter to you on behalf of Aston McEwan. Aston has completed several projects for communities I manage, including re-modeling, general contracting and roofs. Not only has the work been of high quality but all of my Boards found Aston to be communicative, thorough and conscientious from before the proposal stage of the projects until completion and final walkthroughs. Aston was on the jobsite each day overseeing the days progress and working with his crew to make sure that each step of the project was completed correctly and with the least amount of unrest to the communities and residents. He paid attention to all details no matter how small and went above and beyond expectation on each project.

As a property manager for 20 years I know that there are a million contractors but very few with the caring and integrity that Aston has displayed time and time again. I will always contact Aston first for any projects, however large or small, that my communities. I cannot say enough wonderful things about Aston but you are welcome to contact me if you need any further information.

Sincerely,



Mindy Lisa, CAM

Gregore Celestin

(561)360-4244
Gregore39@gmail.com

9th January 2021

Aston McEwan is the owner of Xlaced. We have been partners for several events in the South Florida area over the last 4 + years. Mr McEwan is an entrepreneur and brings an owner-centric view to his endeavors. He has an eye for detail. He is involved with every step of the event from planning, to coordination, to hiring and vetting qualified vendors. He is a reliable, hardworking, and trustworthy individual who I have enjoyed doing business with throughout the years. He is an upfront guy and man of his word. Loyalty is a big aspect of successful business relationships and Mr McEwan exudes this characteristic which is difficult to find.

Best regards,

Gregore Celestin



Original

Leasing, Development & Operations Red Gardens site

RFP NO. 23-19-20

Presented by:

Aston McEwan, XLA CED LLC



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Introduction

Letter of Introduction

Thank you for the opportunity to submit our proposal and for the opportunity to partner with the wonderful City of North Miami. With hundreds of firms submitting proposals, we know how challenging it can be to find the right partner for this opportunity.

Our Team consists of:

Aston McEwan: President

Villarson Jean Claude (Vic): Technology and Community Outreach

Krystle Mobley: Events Director

Eli Hawkins: Sales & Marketing

April Jones: Accountant

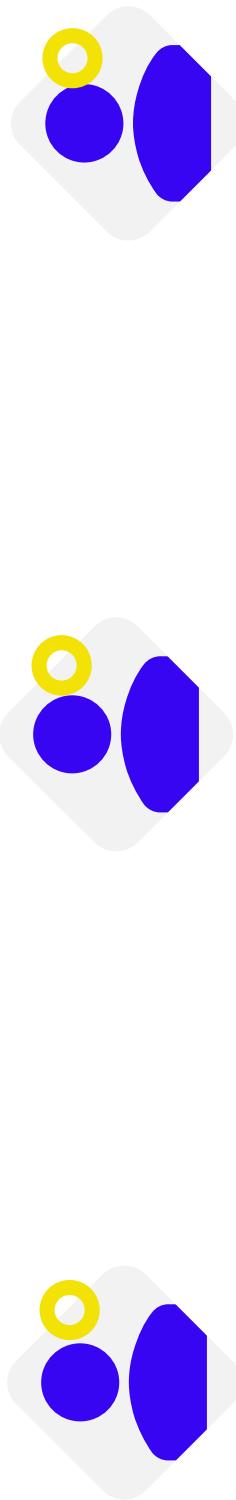
We look forward to working with you.

Aston McEwan

President



Experience Qualifications & Experience Of The Firm



Aston McEwan

President

Known as a "serial entrepreneur" Mr. McEwan knowledge of business development and process implementation owns an operate several successful businesses in the community

Villarson ("Vic") Jean Claude

Technology and Community Outreach

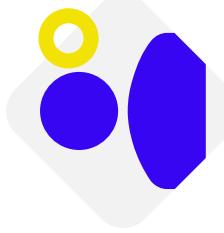
As Director of Technical Operations / Co-Owner of Innovative Multi Media Inc and with 15 plus years of enterprise level integrated security experience, Mr. Jean Claude In his role of Technical Director has personally managed the and deployed a vast number of access control system integrations for some of south Florida's largest developers.

Krystle Mobley

Events Director

Co-owner of Xtraordinary Events along with her business partner is the preferred choice of brides in the tri-county area. Xtraordinary successfully Plans and coordinate weddings on any budget scale.

Experience Qualifications & Experience Of The Firm



With a solid social media footprint and experience in sales and marketing working for iHeart Radio, Mr. Hawkins has placed himself as the go to tour planning consultant for many of record labels from Atlanta to Miami and all points in between.

Eli Hawkins
Sales & Marketing



Ms. Jones has worked in the field of accounting for over 10 years. She holds a Masters degree in Accounting from Nova Southeastern University and Bachelor degree in Finance from the University of Central Florida. She has worked in the capacity of a Sr. Accountant, Financial officer and Finance manager with various small business organizations. Ms. Jones background experience consist of working with clients in the healthcare industry, media and public relations, transportation services, non-profit organizations, real estate and other personal business services. She has excelled in providing her clients with cash flow analysis, revenue management and business advisory support.

April Jones
Accountant

What We Do



Creating Experiences

We are creators of laced activations that incorporate several levels of complimentary experiences designed to engage attendees, sponsors and benefactors with custom made happenings inside a tailored experience. Our activations are designed to drive revenue goals for our clients while offering a sense of community and pride for our participants.

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Awesome

Awesome Examples Of Our Past Events



Past Events

- Annual 4th of July free community event (food, beverages, back to school supplies)
- EPIC MIA Caribbean event world renowned headliners and celebrity DJs
- Creative District Visual Art Show



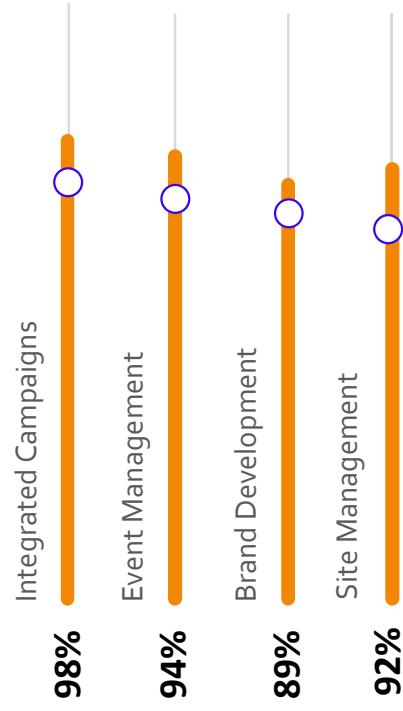
Take a Look at Some Amazing Experiential Events



About Us

Our Expertise

Our team has over 25 years in planning, managing and promoting events. We have unique experience in operating, logistics and integrating elements of an event to get the best experience for attendees and selling the concept through different media channels.



Our Mission —

XLACED is branded as an event, promotion/marketing company committed to providing the best entertainment experience for all demographics in the South Florida Area. Our model is to create an undeniable synergy between art, night life, and community.

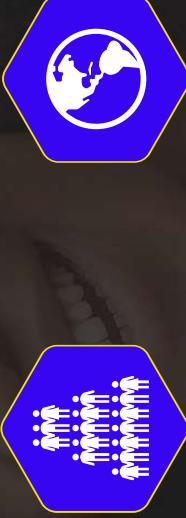


*The City of North Miami is one of the most diverse
and culturally rich cities in the nation.*

Proposed Approach & Business Concept

COMMUNITY

Create a sense of community in North Miami while inviting all cultures within to participate thus creating jobs and opportunities for North Miami residents.



CULTURE

Showcase the cultural influences that speak to the citizenry of North Miami.



EXPERIENCE

Create an experience that exudes positive energy, educating young and mature audiences surrounded with fun activities



EMPOWERMENT

Providing a platform that seeks to juxtapose narratives, languages & diverse cultural identities through art, music, film, poetry, food & community.



ENTREPRENEURSHIP

Providing a vehicle to support entrepreneurs via vending opportunities with built-in traffic



ECONOMIC DEVELOPMENT

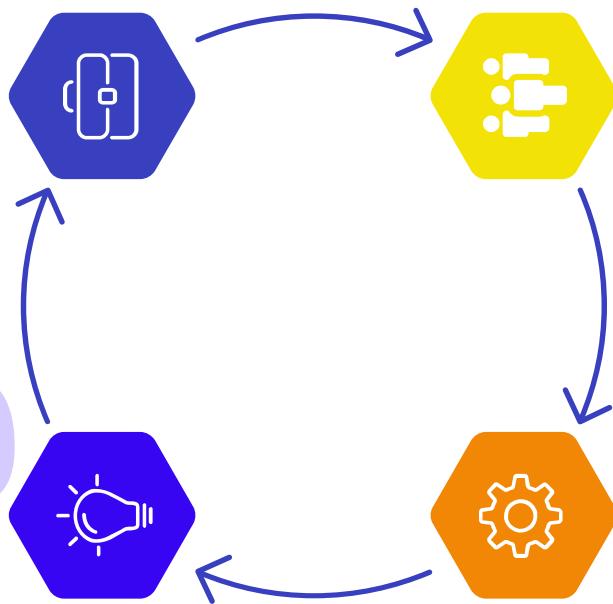
Creating a direct economic impact within the City of North Miami, with a possible total impact on the City of Miami.



Conceptual Illustration

Here's our visual representation for the Red Garden Site.

Signature Event Focus



Our Concept

Our plan is to create a space that safely and responsibly celebrates the best that the City of North Miami has to offer.

Our Strategy

How do we get there?
We get there by being aggressive and placing a solid claim as the signature space in Miami through our featured programming.

Small Business Impact

We will contribute to the local economy by bringing growth and innovation to the community.

Community Centric

Our programming will be community centric taking into consideration the interest and customs of the community at large.

Programm Red Garden Site Programming

We will design programming with diversity in mind for the Chinatown District and the immediate vicinity. American, Haitian, Latin, Caribbean, LGBTQ and Jewish centric programming will all call the new Red Garden Site home. The new Red Garden Site will become a building ground for creative minds and entrepreneurs alike while encapsulating rich cultural experiences for the community.

Programming Schedule will include:

- ✓ Pop Up Retail shops with short term leases (container shops)
- ✓ Weekly Food Truck events
- ✓ Food Truck incubators (partnership with CRA)
- ✓ Fresh / Farmers market
- ✓ Advertising space rental (Billboards and Banners)
- ✓ Free community events once per quarter.
- ✓ Corporate sponsored and partnered activations
- ✓ Office leasing or meeting spaces
- ✓ 2 days allotted to City of North Miami for city sponsored events



Targeting Strategy

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Brand Imaging

in creating the right brand identity for Red Garden Site it will be important to connect with the right persona groups. Our messaging will be exciting, impactful, and will resonate with a diverse community.

The Ideal Target

(1) 30 something female, connected socially, career oriented. (2) 40 – 50 something female, connected socially, looking for meaningful engagement, culturally conscious with or without kids. (3) Couples looking for a great date venue filled with activities and culture to stimulate a great connection.



Economic Impact

Energizing the local economy.

Special events are often crucial for local economies. They attract visitors and generate tourism interest. But they also induce local expenditures and engender positive community identity. An event does not necessarily have to draw a large number of “tourists” in order to have a significant economic contribution. The New Red Garden Site event programming will be geared specifically for the citizens in and near the locality so that the local economy can be bolstered by the increased economic activity.



Special events are often crucial for local economies!



Economic Impact

Considerations



The benefits of a successful community centric programming are easily defined. Expected economic and community benefits include:

- ✓ Captured labor spend
- ✓ Increased employment opportunities
- ✓ Increased temporary labor hours
- ✓ Increased tax receipts
- ✓ Improved quality of life
- ✓ Increased tourism/business awareness





Lease & Revenue Sharing

Lease Terms

We hope you find the following leasing and revenue sharing terms agreeable.
We propose the following:

12-year lease
\$26,000 monthly lease payment including taxes and insurance for year 1.

6-month Rent Abatement for development & cosmetic improvements to the site.

3% yearly increase for years 2 and 3.
4% yearly increase in years 4 through 12.

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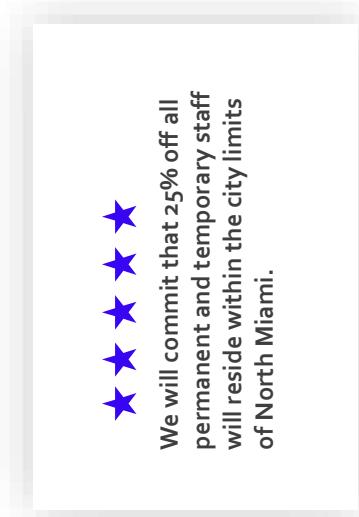
Revenue Sharing

.5% Gross revenue sharing paid to the City of North Miami on the 15th of each month.

Local Hiring Initiative/Community Participation Plan



Employment



We will initiate a comprehensive program to address hiring disparities, expand opportunities and reinvest in the citizens of the North Miami by partnering with local youth organizations, women's groups and senior citizen service-based organizations. We will commit that 25% off all permanent and temporary staff will reside within the city limits of North Miami.

XLACED will make an additional donation to support funding City athletic programs amount TBD



Funding Sources

Funding Sources

We will fund the Red Garden Site project through a combination of funding sources including:

01 Personal Investment

03 Love Money Contributing
'patient capital'

02 Approved Line of Credit

04 Government Grants &
Subsidies

Ready? Good!

It's Time To Create!!

Get In Touch

Contact Information

Aston McEwan

Email

astonmcewan@gmail.com

Telephone

561-613-1785



X

STAGED
INTERIOR DESIGN

Exhibit “D”

City’s Lease Agreements for the Premises

COMMERCIAL LEASE

PARTIES: Alhambra Heights 635, LLC, 635 NW 123rd Street, North Miami, Florida (Landlord) agrees to lease to City of North Miami, 776 NE 125 Street, North Miami, Florida (Tenant), the following described.

PROPERTY: That certain property situated in Miami-Dade County, State of Florida, having a civil street address of 635 NW 123rd Street, North Miami, Florida, as more particularly described on Exhibit A, attached hereto and made a part hereof ("Property").

TERM: An initial Term of Five (5) years; option for second five (5) year Term; option for third five (5) year Term. Each option shall be exercised by Tenant providing written notice to Landlord no more than six (6) months or less than sixty (60) days prior to the end of the then current Term and by the deposit of one month's rent and security deposit for the ensuing Term. Each Term shall be consecutive and subject to the same escalations, inclusive of previous years, cumulatively. "Term" shall include all Terms.

RENT: \$560.00 per month, plus sales tax thereon at Miami-Dade rates, with rent escalating by the greater of four (4%) percent, or the Consumer Price Index ("CPI") Miami, Fort Lauderdale, West Palm Beach, each year, whichever is higher, beginning the second year of the Term and each year thereafter. Rent shall be paid in advance on the first day of each month of the Term and provided to Landlord at the place of giving notice to the Landlord.

PROPERTY TAXES: Tenant shall timely pay ad valorem taxes and special assessments.

SECURITY DEPOSIT: Tenant deposits herewith the sum of \$560.00 as a Security Deposit equal to one month's rent, to be held by Landlord for the faithful performance of all the terms and conditions of the lease. The Security Deposit will be returned to Tenant at the end of this lease if: (a) all rentals have been paid, (b) the vacated premises are in a clean condition, (c) all abandoned articles belonging to Tenant have been removed, and (d) all keys have been returned. Deductions from the Security Deposit may be made for any damage done to the Property during the term of this lease, reasonable wear and tear excepted.

INSURANCE: Tenant insures for general liability \$1,000,000 per event, \$5,000,000 aggregate, yearly, naming Landlord as co-insured, with certificate delivered yearly at least thirty (30) days before expiration/renewal, with no more than 30-days cancellation clause.

MAINTENANCE: Tenant shall maintain the Property in a neat and clean condition as required by local and state regulations.

EMINENT DOMAIN: If any part of the Property as will make the Property unusable for the purpose herein leased, shall be taken by law, ordinance or regulation for public use, this lease shall terminate at Tenant's election, effective the date possession is taken by the condemning authority, and rental prorated. All compensation awarded for taking of the Property shall belong to Landlord. Any award to Tenant for loss of business or personal property shall belong to Tenant. Neither party shall have any right to any award to the other by any condemning authority.

ASSIGNMENT: Tenant shall not assign, mortgage or pledge this lease without the express written consent of Landlord. Tenant may sublet all or a portion of the Property provided; however, Tenant shall be responsible for any and all damage to the Property, including, but not limited to, environmental damage occasioned in connection with such subletting. Consent of Landlord to one or more assignments, mortgages or pledges shall not operate as a waiver of Landlord's rights as to future assignments, mortgages or pledges.

LAWS: Tenant agrees to comply with all laws, rules and orders of federal, state and municipal governments.

ENTRY: Landlord or its representative(s) shall have the right to enter the Property at all reasonable times to inspect, make repairs, or alterations, make repairs or alterations to adjacent property, or show the Property to prospective purchasers, Tenant or lenders. Tenant shall not be entitled to abatement of the rent by reason thereof.



During the last ninety (90) days of the Term of this lease, or any extension thereof, Landlord shall have the right to post for sale or for lease signs on the Property.

DEMOLITION: In the first Term, Tenant, at Tenant's expense, shall demolish and clear property, save and except for items to be identified by Landlord, which items shall be stored on the Property for the Term; Landlord shall credit Tenant with the cost of demolition and clearance, not to exceed, in the aggregate, \$980.00, prorated over the first months, 3 through 12 of the Term.

IMPROVEMENTS: Tenant shall have the right to improve the Property with a non-permanent building(s), and such amenities as shall be customarily associated with like-kind non-permanent buildings (e.g. parking areas, walkways, patios, etc.), in Miami-Dade County according to Tenant's use. Provided, however, Tenant shall not construct any permanent buildings on the Property. Landlord shall execute such documents as will reasonably facilitate Tenant's improvements, contemplated herein, as may be required by the South Florida Building Code and related regulatory provisions, provided, furthermore, that such accommodation(s) shall be without cost to the Landlord. Within not less than sixty (60) days prior to the end of this lease, Tenant shall promptly and completely remove all non-permanent buildings and associated improvements and return the Property to Landlord in a clean and code-compliant condition and state.

DEFAULT: The following events shall be deemed to be a default by Tenant: 1) failure to pay any installment of rent, and such failure shall continue for ten (10) days, 2) failure to comply with any provision of this lease, other than the payments of rent, and shall not cure such failure within fifteen (15) days after written notice is sent to Tenant, 3) Tenant becomes insolvent; makes a transfer in fraud to creditors; files a petition under any section of the National Bankruptcy Act; is adjudged bankrupt; has a receiver appointed; deserts or vacates any substantial portion of the property; or does or permits any act which creates a lien on the Property.

Upon the occurrence of any of the above, Landlord may without demand of notice, enter and take possession of the Property, expel or remove all occupants and property found thereon without being liable for damages; may elect to cancel this lease or relet the Property on such terms as Landlord deems advisable and receive the rent therefor, and Tenant agrees to pay Landlord on demand any deficiency and costs incurred. Landlord shall be entitled to all expenses, court costs and reasonable attorney's fees for the collection of any sum due under this lease and the enforcement of this agreement. All past due rentals shall bear interest at the highest rate permitted by the laws of the State of Florida. Landlord is specifically given the right to seek injunctive relief against Tenant in the event of default.

SUBORDINATION: This lease and all rights of Tenant hereunder shall be subject and subordinate to the lien of any and all mortgages that may now or hereafter affect the Property or any part thereof, and to any or all renewals, modifications or extensions of any such mortgages. Tenant shall, on demand, execute, acknowledge and deliver to Landlord, with expense proper to subordinate this lease and all rights therein to the lien of any such mortgage or mortgages, and each renewal, modification or extension, and if Tenant shall fail at any time to execute, acknowledge and deliver any such subordination instrument, Landlord, in addition to any other remedies available in consequence thereof, may execute, acknowledge and deliver the same as Tenant's attorney in fact and in Tenant's name.

WAIVER: Acceptance of delinquent rent, or prior waiver of any Landlord's rights hereunder shall not constitute a waiver of Landlord's rights to prompt payment or damages in event of subsequent default or breach of Tenant.

UTILITIES: Tenant agrees to pay for all utilities used on the Property, including electric, gas, water, and waste removal.

NO RECORDATION: Neither this Lease or any certified or non-certified copy hereof shall be recorded in the public records of Miami-Dade County or any county of the State of Florida, without the Landlord's express written consent.

SEVERABILITY: In the event any part of this lease is declared invalid by a court, the remaining portion shall remain in full force and effect.



NOTICES: All notices required or permitted herein, must be in writing and may be delivered in person, or by mailing to the addresses shown herein, or to the address of the Property of Tenant, by certified mail, return receipt requested. Such notices shall be deemed to be delivered as of the date of posting, whether actually received or not. This Lease contains the entire agreement between the parties hereto, and no agreements, inducements, inducements or promises, oral or otherwise, not a part of this agreement, shall be binding on the parties hereto.

TO LANDLORD:

Alhambra Heights 635, LLC
Attn: Lawrence J. Denmark, Manager
2300 Bayview Lane
Miami, FL 33181

TO TENANT:

City of North Miami
Attn: John M. Spring, Jr. CPA, City Manager
776 NE 125th Street
North Miami, FL 33161

With Copy to:
Jeff P. H. Cazeau, City Attorney
776 NE 125th Street
North Miami, FL 33161

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT
UNDERSTOOD, SEEK COMPENTENT ADVICE.

EXECUTED in multiple originals this the 4th day of June 2019.

WITNESSES:

WITNESSES:
Shahjan Zallehaw
(signature)

SHAR-ANN CARAHER
(printed name)

(signature)

Janice Alfonso
(printed name)

ALHAMBRA HEIGHTS 635, LLC

(Landlord)

LAWRENCE J. DENMARK, MANAGER

WITNESSES:

Andrea McDonald
(signature)
ANDREA MCDONALD
(printed name)
Leticia D. Jones
(signature)
Katia Philippaux
(printed name)

CITY OF NORTH MIAMI
(Tenant)

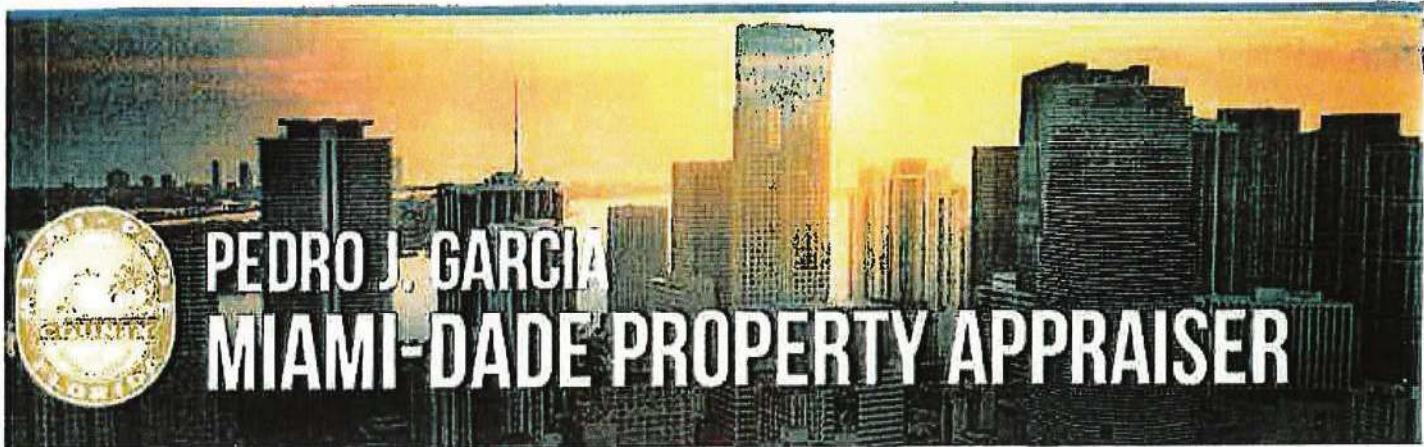
LARRY M. SPRING, JR. CITY MANAGER

ATTEST:

Vanessa Segal, CITY CLERK

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

Jeff P.H. Cazeau
JEFF P.H. CAZEAU, CITY ATTORNEY



Address Owner Name Follo

SEARCH:

635 nw 123 st

Suite



[Back to Search Results](#)

PROPERTY INFORMATION

Folio: 06-2125-018-1750

**Sub-Division:
ALHAMBRA HGTS**

Property Address
635 NW 123 ST

Owner
ALHAMBRA HEIGHTS 635 LLC

Mailing Address
2300 BAYVIEW LN
MIAMI, FL 33181

**PA Primary Zone
6601 COMMERCIAL**

Primary Land Use
1081 VACANT LAND - COMMERCIAL : VACANT LAND

Beds / Baths / Half 0/0/0

Floors 0

Living Units 0

Actual Area 0

A rectangular label with a black border. The word "EXHIBIT" is printed in large, bold, black capital letters at the top. Below it, the letter "A" is centered. A vertical file number, "10001", is printed on the left side of the label.

<https://humanrightsfirst.org/Anne/PAnnonchukcarthu>

4/22/2019

Property Search Application - Miami-Dade County

Living Area

0

Adjusted Area

0

Lot Size

4,401 Sq.Ft

Year Built

0



Featured Online Tools

Comparable Sales

Glossary

Non-Ad Valorem Assessments

PA Additional Online Tools

Property Record Cards

Property Search Help

Property Taxes

Report Discrepancies

COMMERCIAL LEASE

PARTIES: Alhambra Heights 645, LLC, 645 NW 123rd Street, North Miami, Florida (Landlord) agrees to lease to City of North Miami, 776 NE 125 Street, North Miami, Florida (Tenant), the following described.

PROPERTY: That certain property situated in Miami-Dade County, State of Florida, having a civil street address of 645 NW 123rd Street, North Miami, Florida, as more particularly described on Exhibit A, attached hereto and made a part hereof ("Property").

TERM: An initial Term of Five (5) years; option for second five (5) year Term; option for third five (5) year Term. Each option shall be exercised by Tenant providing written notice to Landlord no more than six (6) months or less than sixty (60) days prior to the end of the then current Term and by the deposit of one month's rent and security deposit for the ensuing Term. Each Term shall be consecutive and subject to the same escalations, inclusive of previous years, cumulatively. "Term" shall include all Terms.

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PROPERTY TAXES: Tenant shall timely pay ad valorem taxes and special assessments.

SECURITY DEPOSIT: Tenant deposits herewith the sum of \$1,600.00 as a Security Deposit equal to one month's rent, to be held by Landlord for the faithful performance of all the terms and conditions of the lease. The Security Deposit will be returned to Tenant at the end of this lease if: (a) all rentals have been paid, (b) the vacated premises are in a clean condition, (c) all abandoned articles belonging to Tenant have been removed, and (d) all keys have been returned. Deductions from the Security Deposit may be made for any damage done to the Property during the term of this lease, reasonable wear and tear excepted.

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DEMOLITION: In the first Term, Tenant, at Tenant's expense, shall demolish and clear property, save and except for items to be identified by Landlord, which items shall be stored on the Property for the Term; Landlord shall credit Tenant with the cost of demolition and clearance, not to exceed, in the aggregate, \$4,000.00, prorated over the first months, 3 through 12 of the Term.

IMPROVEMENTS: Tenant shall have the right to improve the Property with a non-permanent building(s), and such amenities as shall be customarily associated with like-kind non-permanent buildings (e.g. parking areas, walkways, patios, etc.), in Miami-Dade County according to Tenant's use. Provided, however, Tenant shall not construct any permanent buildings on the Property. Landlord shall execute such documents as will reasonably facilitate Tenant's improvements, contemplated herein, as may be required by the South Florida Building Code and related regulatory provisions, provided, furthermore, that such accommodation(s) shall be without cost to the Landlord. Within not less than sixty (60) days prior to the end of this lease, Tenant shall promptly and completely remove all non-permanent buildings and associated improvements and return the Property to Landlord in a clean and code-compliant condition and state.

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Upon the occurrence of any of the above, Landlord may without demand of notice, enter and take possession of the Property, expel or remove all occupants and property found thereon without being liable for damages; may elect to cancel this lease or relet the Property on such terms as Landlord deems advisable and receive the rent therefor, and Tenant agrees to pay Landlord on demand any deficiency and costs incurred. Landlord shall be entitled to all expenses, court costs and reasonable attorney's fees for the collection of any sum due under this lease and the enforcement of this agreement. All past due rentals shall bear interest at the highest rate permitted by the laws of the State of Florida. Landlord is specifically given the right to seek injunctive relief against Tenant in the event of default.

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TO LANDLORD:

Alhambra Heights 645, LLC
Attn: Lawrence J. Denmark, Manager
2300 Bayview Lane
Miami, FL 33181

TO TENANT:

City of North Miami
Attn: *John M.* Spring, Jr. CPA, City Manager
776 NE 125th Street
North Miami, FL 33161

With Copy to:

Jeff P. H. Cazeau, City Attorney
776 NE 125th Street
North Miami, FL 33161

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK COMPENTENT ADVICE.

EXECUTED in multiple originals this the 4th day of June 2019.

WITNESSES:

Shar-Ann Callahan
(signature)

SHAR-ANN CALLAHAN
(printed name)

J. Denmark
(signature)

J. Denmark
(printed name)

ALHAMBRA HEIGHTS 645, LLC

(Landlord)

Lawrence J. Denmark
LAWRENCE J. DENMARK, MANAGER

[ADDITIONAL SIGNATURES TO FOLLOW]

LL
LL

WITNESSES:

Andrea McDonald
(signature)
Andrea McDonald
(printed name)
Leila Desir
(signature)
Katia Philippeaux
(printed name)

CITY OF NORTH MIAMI
(Tenant)

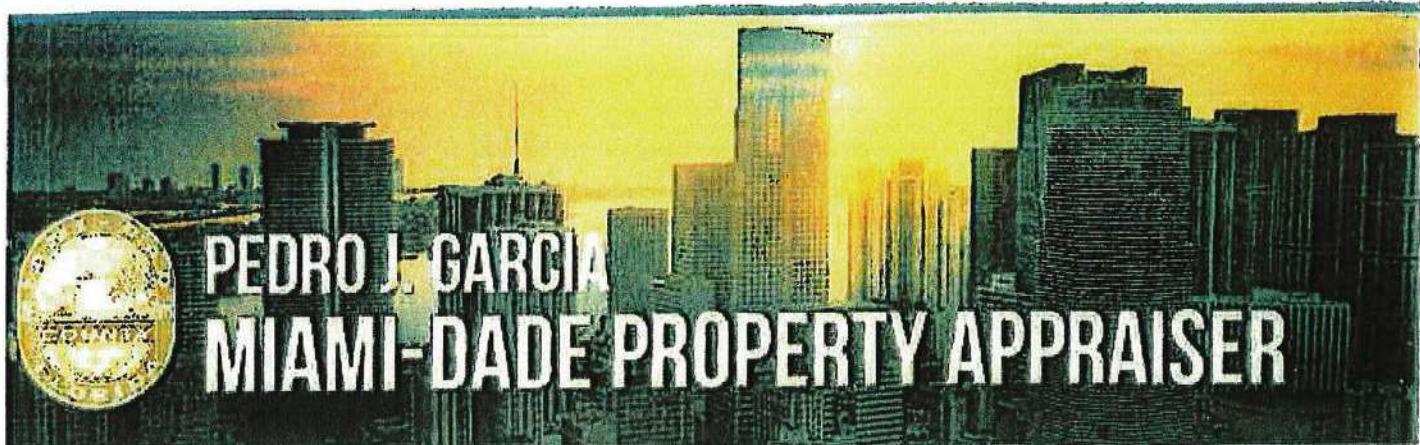
LARRY M. SPRING, JR., CITY MANAGER

ATTEST:

Vanessa Joseph, CITY CLERK

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

Jeff P.H. Cazeau
JEFF P.H. CAZEAU, CITY ATTORNEY



Address **Owner Name** **Folio**

SEARCH-

645 nw 123 st

Suite



[Back to Search Results](#)

PROPERTY INFORMATION

Folio: 06-2125-018-1760

Sub-Division:

Property Address

Owner
AL HAMBRA HEIGHTS 645 LLC

Mailing Address
2300 BAYVIEW LN
MAMI, FL 33181

PA Primary Zone
6601 COMMERCIAL

Primary Land Use
1081 VACANT LAND - COMMERCIAL : VACANT LAND

Beda / Batha / Helf 010/0

Floors 0

Living Units 0

Actual Area 0

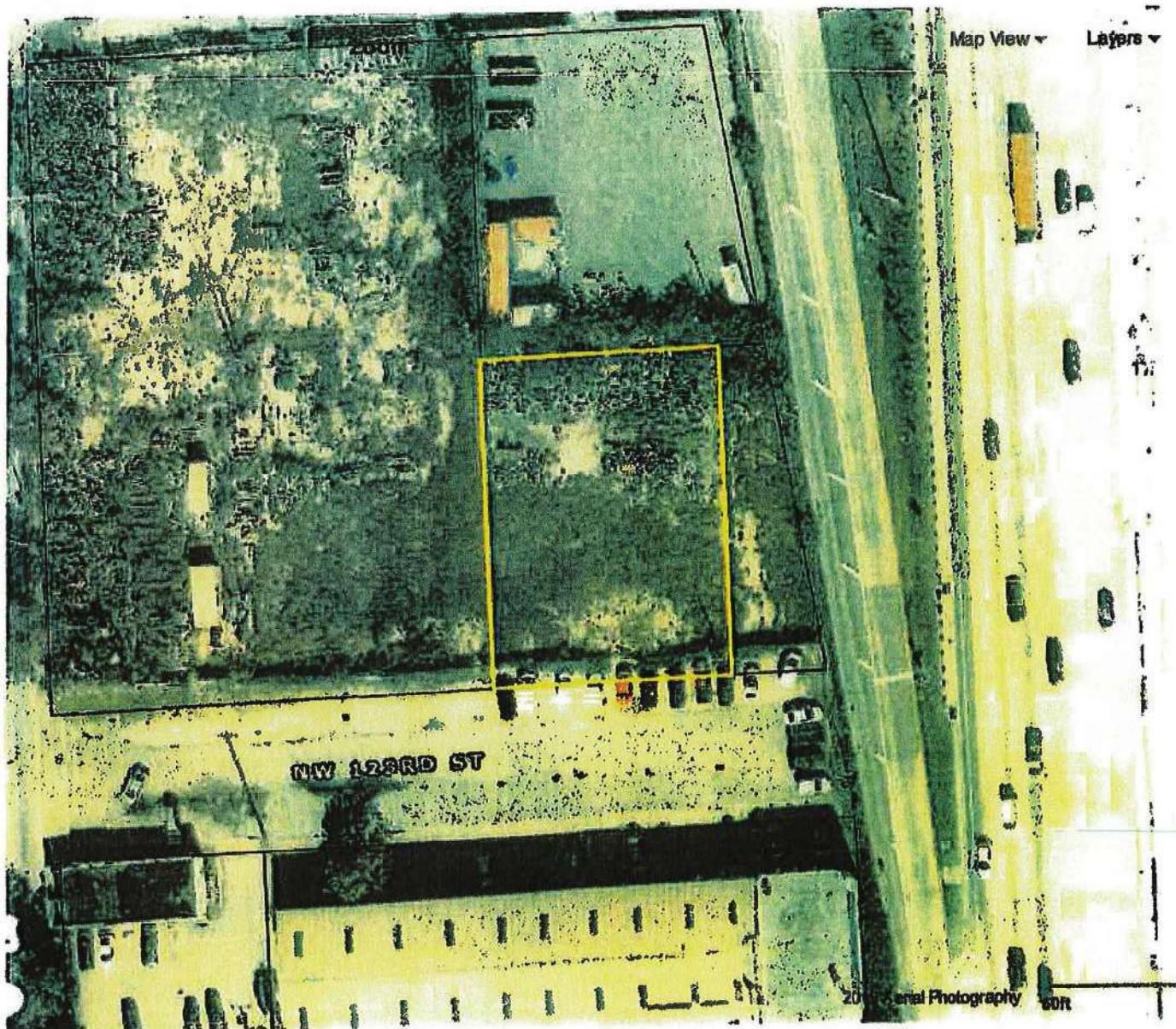
EXHIBIT

A

4/22/2015

Property Search Application - Miami-Dade County

Living Area	0
Adjusted Area	0
Lot Size	13,500 Sq.Ft
Year Built	0



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COMMERCIAL LEASE

PARTIES: Alhambra Heights 12351, LLC, 12351 NW 7th Avenue, North Miami, Florida (Landlord) agrees to lease to City of North Miami, 776 NE 125 Street, North Miami, Florida (Tenant), the following described.

PROPERTY: That certain property situated in Miami-Dade County, State of Florida, having a civil street address of 12351 NW 7th Avenue, North Miami, Florida, as more particularly described on Exhibit A, attached hereto and made a part hereof ("Property").

TERM: An initial Term of Five (5) years; option for second five (5) year Term; option for third five (5) year Term. Each option shall be exercised by Tenant providing written notice to Landlord no more than six (6) months or less than sixty (60) days prior to the end of the then current Term and by the deposit of one month's rent and security deposit for the ensuing Term. Each Term shall be consecutive and subject to the same escalations, inclusive of previous years, cumulatively. "Term" shall include all Terms.

RENT: \$5,840.00 per month, plus sales tax thereon at Miami-Dade rates, with rent escalating by the greater of four (4%) percent, or the Consumer Price Index ("CPI") Miami, Fort Lauderdale, West Palm Beach, each year, whichever is higher, beginning the second year of the Term and each year thereafter. Rent shall be paid in advance on the first day of each month of the Term and provided to Landlord at the place of giving notice to the Landlord.

PROPERTY TAXES: Tenant shall timely pay ad valorem taxes and special assessments.

SECURITY DEPOSIT: Tenant deposits herewith the sum of \$5,840.00 as a Security Deposit equal to one month's rent, to be held by Landlord for the faithful performance of all the terms and conditions of the lease. The Security Deposit will be returned to Tenant at the end of this lease if: (a) all rentals have been paid, (b) the vacated premises are in a clean condition, (c) all abandoned articles belonging to Tenant have been removed, and (d) all keys have been returned. Deductions from the Security Deposit may be made for any damage done to the Property during the term of this lease, reasonable wear and tear excepted.

INSURANCE: Tenant insures for general liability \$1,000,000 per event, \$5,000,000 aggregate, yearly, naming Landlord as co-insured, with certificate delivered yearly at least thirty (30) days before expiration/renewal, with no more than 30-days cancellation clause.

MAINTENANCE: Tenant shall maintain the Property in a neat and clean condition as required by local and state regulations.

EMINENT DOMAIN: If any part of the Property as will make the Property unusable for the purpose herein leased, shall be taken by law, ordinance or regulation for public use, this lease shall terminate at Tenant's election, effective the date possession is taken by the condemning authority, and rental prorated. All compensation awarded for taking of the Property shall belong to Landlord. Any award to Tenant for loss of business or personal property shall belong to Tenant. Neither party shall have any right to any award to the other by any condemning authority.

ASSIGNMENT: Tenant shall not assign, mortgage or pledge this lease without the express written consent of Landlord. Tenant may sublet all or a portion of the Property provided; however, Tenant shall be responsible for any and all damage to the Property, including, but not limited to, environmental damage occasioned in connection with such subletting. Consent of Landlord to one or more assignments, mortgages or pledges shall not operate as a waiver of Landlord's rights as to future assignments, mortgages or pledges.

LAWS: Tenant agrees to comply with all laws, rules and orders of federal, state and municipal governments.



ENTRY: Landlord or its representative(s) shall have the right to enter the Property at all reasonable times to inspect, make repairs, or alterations, make repairs or alterations to adjacent property, or show the Property to prospective purchasers, Tenant or lenders. Tenant shall not be entitled to abatement of the rent by reason thereof. During the last ninety (90) days of the Term of this lease, or any extension thereof, Landlord shall have the right to post for sale or for lease signs on the Property.

DEMOLITION: In the first Term, Tenant, at Tenant's expense, shall demolish and clear property, save and except for items to be identified by Landlord, which items shall be stored on the Property for the Term; Landlord shall credit Tenant with the cost of demolition and clearance, not to exceed, in the aggregate, \$14,600.00, prorated over the first months, 3 through 12 of the Term.

IMPROVEMENTS: Tenant shall have the right to improve the Property with a non-permanent building(s), and such amenities as shall be customarily associated with like-kind non-permanent buildings (e.g. parking areas, walkways, patios, etc.), in Miami-Dade County according to Tenant's use. Provided, however, Tenant shall not construct any permanent buildings on the Property. Landlord shall execute such documents as will reasonably facilitate Tenant's improvements, contemplated herein, as may be required by the South Florida Building Code and related regulatory provisions, provided, furthermore, that such accommodation(s) shall be without cost to the Landlord. Within not less than sixty (60) days prior to the end of this lease, Tenant shall promptly and completely remove all non-permanent buildings and associated improvements and return the Property to Landlord in a clean and code-compliant condition and state.

DEFAULT: The following events shall be deemed to be a default by Tenant: 1) failure to pay any installment of rent, and such failure shall continue for ten (10) days, 2) failure to comply with any provision of this lease, other than the payments of rent, and shall not cure such failure within fifteen (15) days after written notice is sent to Tenant, 3) Tenant becomes insolvent; makes a transfer in fraud to creditors; files a petition under any section of the National Bankruptcy Act; is adjudged bankrupt; has a receiver appointed; deserts or vacates any substantial portion of the property; or does or permits any act which creates a lien on the Property.

Upon the occurrence of any of the above, Landlord may without demand of notice, enter and take possession of the Property, expel or remove all occupants and property found thereon without being liable for damages; may elect to cancel this lease or relet the Property on such terms as Landlord deems advisable and receive the rent therefor, and Tenant agrees to pay Landlord on demand any deficiency and costs incurred. Landlord shall be entitled to all expenses, court costs and reasonable attorney's fees for the collection of any sum due under this lease and the enforcement of this agreement. All past due rentals shall bear interest at the highest rate permitted by the laws of the State of Florida. Landlord is specifically given the right to seek injunctive relief against Tenant in the event of default.

SUBORDINATION: This lease and all rights of Tenant hereunder shall be subject and subordinate to the lien of any and all mortgages that may now or hereafter affect the Property or any part thereof, and to any or all renewals, modifications or extensions of any such mortgages. Tenant shall, on demand, execute, acknowledge and deliver to Landlord, with expense proper to subordinate this lease and all rights therein to the lien of any such mortgage or mortgages, and each renewal, modification or extension, and if Tenant shall fail at any time to execute, acknowledge and deliver any such subordination instrument, Landlord, in addition to any other remedies available in consequence thereof, may execute, acknowledge and deliver the same as Tenant's attorney in fact and in Tenant's name.

WAIVER: Acceptance of delinquent rent, or prior waiver of any Landlord's rights hereunder shall not constitute a waiver of Landlord's rights to prompt payment or damages in event of subsequent default or breach of Tenant.

UTILITIES: Tenant agrees to pay for all utilities used on the Property, including electric, gas, water, and waste removal.



NO RECORDATION: Neither this Lease or any certified or non-certified copy hereof shall be recorded in the public records of Miami-Dade County or any county of the State of Florida, without the Landlord's express written consent.

SEVERABILITY: In the event any part of this lease is declared invalid by a court, the remaining portion shall remain in full force and effect.

NOTICES: All notices required or permitted herein, must be in writing and may be delivered in person, or by mailing to the addresses shown herein, or to the address of the Property of Tenant, by certified mail, return receipt requested. Such notices shall be deemed to be delivered as of the date of posting, whether actually received or not. This Lease contains the entire agreement between the parties hereto, and no agreements, inducements, inducements or promises, oral or otherwise, not a part of this agreement, shall be binding on the parties hereto.

TO LANDLORD:

Alhambra Heights 12351, LLC
Attn: Lawrence J. Denmark, Manager
2300 Bayview Lane
Miami, FL. 33181

TO TENANT:

City of North Miami
Attn: *John M.* Spring, Jr. CPA, City Manager
776 NE 125th Street
North Miami, FL 33161

With Copy to:
Jeff P. H. Cazeau, City Attorney
776 NE 125th Street
North Miami, FL 33161

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK COMPETENT ADVICE.

EXECUTED in multiple originals this the 14th day of June 2019.

WITNESSES:

Markum Callahan
(signature)

SHARANN CALLAHAN
(printed name)

(signature)

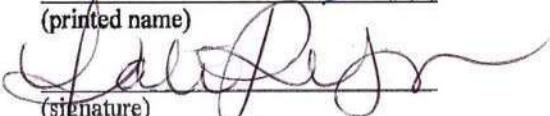
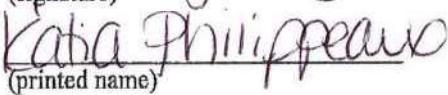
Diane Alfaro
(printed name)

ALHAMBRA HEIGHTS 12351, LLC

(Landlord)

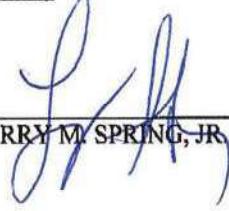
LAWRENCE J. DENMARK, MANAGER

WITNESSES:


(signature)
Andrea McDonald
(printed name)

(signature)
Lalo Rios
(printed name)

(printed name)

CITY OF NORTH MIAMI

(Tenant)



LARRY M. SPRING, JR., CITY MANAGER

ATTEST:



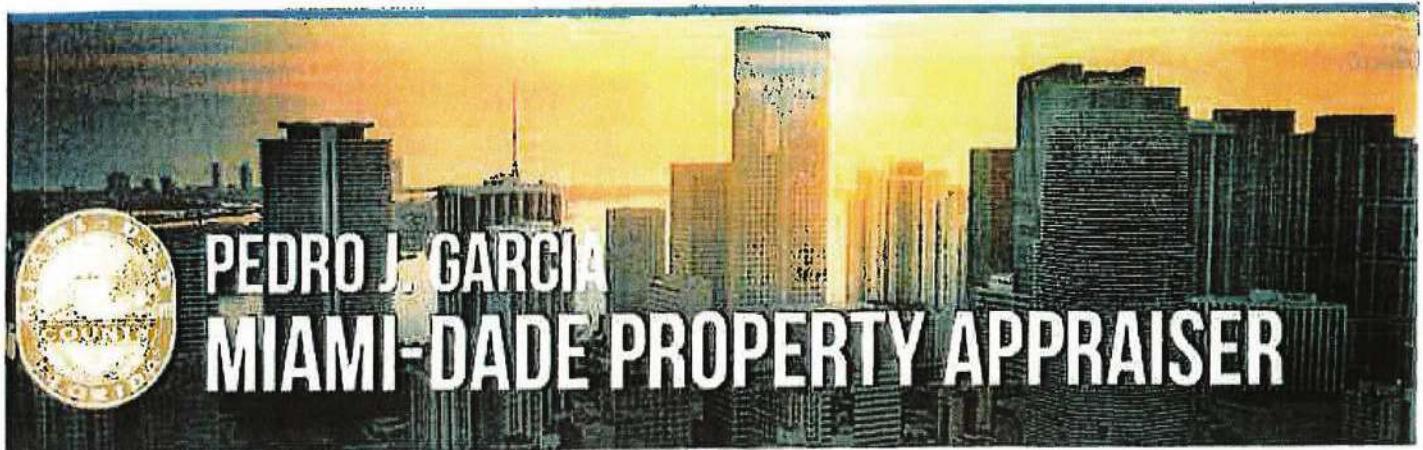
Vanessa Joseph, CITY CLERK

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:



JEFF P.H. CAZEAU, CITY ATTORNEY





Address Owner Name Folio

SEARCH:

12351 nw 7th ave

Suite



[Back to Search Results](#)

PROPERTY INFORMATION

Folio: 06-2125-018-1630

Sub-Division:
ALHAMBRA HGTS

Property Address
12351 NW 7 AVE

Owner ALHAMBRA HEIGHTS 12351 LLC

Mailing Address
2300 BAYVIEW LN
MIAMI, FL 33181

**PA Primary Zone
6601 COMMERCIAL**

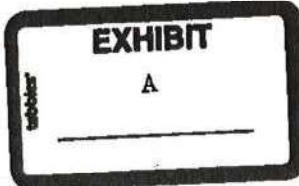
Primary Land Use

Beds / Baths / Half 0/0/0

Bohra 0

Living Units 8

Actual Area



4/22/2010

Property Search Application - Miami-Dade County

Living Area	0
Adjusted Area	0
Lot Size	48,053 Sq.Ft
Year Built	0



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

THIS COMMERCIAL LEASE (hereinafter the "Lease") entered into this 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 125th 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 20th 2019 TO December 20th 2020 the Base Rent will be \$8,500.00 per month for a total monthly base rent of \$8,500.00.

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

Page 1



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

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 20th 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 20th 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 20th 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 20th 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 \$12,482.23

December 20th 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 \$13,242.73

December 20th 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

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

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

December 20th 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 20th 2033 TO December 20th 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

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

This is subject to attached conditions.

All monthly Base Rental payments and Estimated Payments shall be delivered to Lessor at 749 West 17th 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 125th street for a term period ending March 20th 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.



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

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.

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

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.

*ML
LJ*

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

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.

O.

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 relent 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 125th 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.



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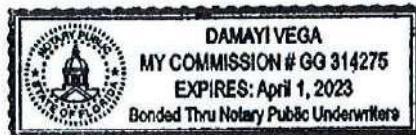
It is expressly agreed and understood by and between the Parties to this Lease that all personal property placed or left in the Property's parking area shall be at the risk of the Lessee or said owner thereof, and Lessor shall not be liable for any damage to said personal property arising from any act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

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

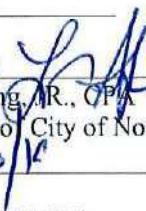


Mark Llerena,
President of M2J2 Realty Group, LLC
Date: 12/16/2019

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

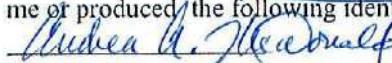


The foregoing instrument was acknowledged before me this 16 day of December month, By Mark Llerena, who is personally known by me or produced the following identification:

Notary Name: 
Larry M. Spring, M.R., CPA
City Manager of City of North Miami
Date: 12/16/19

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

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

Notary Name: 
ANDREA A. MCDONALD
MY COMMISSION EXPIRES
MAY 5, 2023
NOTARY PUBLIC, STATE OF FLORIDA
#GG 311116
Bonded thru
Notary Public Underwriters
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