

The Diaz Team**Paco Diaz**

Senior Vice President

Danny Diaz

First Vice President

Patxi Diaz

Vice President

CBRE, Inc.
Brokerage Services
Retail777 Brickell Avenue
Suite 1100
Miami, FL 33131

305 374 1000 Tel

paco.diaz@cbre.com
danny.diaz@cbre.com
patxi.diaz@cbre.com
www.cbre.com

July 29, 2022

Walid Safa
Sports Action USA
PO BOX 266108
Weston, FL 33326RE: Sports Action @ 100 16th St, Miami Beach, County of Miami-Dade, Florida

Dear Mr. Safa:

I wish to take this opportunity to convey the interest of the Miami Beach Redevelopment Agency (Landlord), in leasing space in the above Project to Mr. R Sportswear, Inc. (Tenant).

This letter summarizes our recent discussions to lease the above property; it is not intended to be contractual in nature, but only expresses the basis upon which we wish to continue discussions. This letter is intended to outline initial terms for consideration only and in no manner intended to obligate any party contractually and no such obligation shall arise unless/until a mutually satisfactory lease agreement is fully executed by, and delivered to, all parties.

Subject to final approval of the Landlord and execution of a mutually agreed upon Lease, I believe the Landlord would be willing to continue discussions under the following terms and conditions:

- 1) **Landlord:** Miami Beach Redevelopment Agency
- 1
- 2) **Tenant:** Entity name: Mr. R Sportswear Inc., D.B.A. Mr. R Sportswear
- 2
- 3) **Premises:** ±2,884 square foot Premises located at 100 16th St, Miami Beach, FL.
- 3
- 4) **Lease Term:** The term of this Lease shall be for a period of five (5) years.
- 5) **Commencement Dates:** The Lease Commencement and Tender date will be date Landlord delivers the Premises to Tenant with Landlord's works substantially complete, if applicable. The Rent Commencement Date will be: 1) the earlier of ninety (90) days from Tender Date; or 2) the date any portion of the Premises opens for business.
- 4
- 6) **Options:** One (1) five (5) year option at the City Managers sole discretion. Tenant shall provide Landlord with one hundred eighty (180) days prior written notice of its election to exercise the option.
- 5

- 7) **Minimum Rent**
6 **Schedule:**

Initial Term		
Year(s)	Annual Rent/SF	Annual Rent
1	\$50.00	\$144,200.00
Rent to increase 3% per year during the Lease Term.		
Option Term		
Year(s)	Annual Rent/SF	Annual Rent
6	Market Rent	Market Rent
Rent shall increase 3% per year during the Option Term.		

- 8) **Sales Tax:** Tenant shall pay the applicable sales tax (currently at 6.5% in Dade County).
- 9) **Prepaid Rent:** Tenant shall be required to pay the first month's gross rent in the amount of \$16,381.12, which shall be due upon lease execution.
- 10) **Security Deposit:** The amount of \$32,762.24 (subject to Landlord's review of Tenant's financials and credit report) shall be due on execution of the Lease documents, in addition to first month's rent.
- 11) **NNN:** Tenant shall pay its pro rata share of Real Property Taxes, Property Insurance and Common Area Maintenance for the Project. Tenant's pro rata share shall be determined based upon the ratio of Tenant's floor area to the total floor area of all the retail space in Landlord's Parcel (to be further clarified in the Lease). Current estimate for NNN Costs are \$14.00 per square foot.
- 12) **Utilities:** Tenant shall pay for all utilities within the Premises.
- 13) **Delivery Conditions:** Tenant shall accept the Premises in "As-Is" condition with no Landlord Work. Landlord shall deliver the Premises to Tenant on or before January 1, 2023.
- 14) **Tenant Improvement Allowance:** N/A.
- 15) **Tenant's Work:** All work performed by Tenant to build out their Premises is at Tenant's cost and expense. Tenant's work is subject to Landlord's review and approval of Tenant's plan and specifications, which shall be drawn by a licensed architect if a building permit is required. All of Tenant's works shall be performed by licensed contractors and in accordance with all applicable codes.
- 16) **Maintenance & Repair:** Landlord shall be responsible for all repairs to the foundations and for all structural components of the Project. Tenant's obligation for repairs, replacements and maintenance shall include, but not be limited to, its equipment; fixtures; improvements; floor covering; the exterior and interior portions of all doors, door locks, security gates, and windows; plumbing and sewage facilities not Landlord's obligation; walls; ceilings; and all plate glass; all electrical systems and equipment; plumbing, mechanical equipment; heating, ventilating and air-conditioning machinery. Additionally, Tenant shall maintain and keep in good repair, all heating and air-conditioning equipment. Tenant

further agrees to regularly service said machinery and change the filters in the air-conditioning system in the Premises through a monthly filter and equipment service contract.

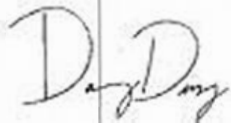
- 17) **Assignment & Subletting:** Tenant shall not assign the lease or sublet the Premises without the prior written consent of Landlord, which consent may be withheld at the sole and absolute discretion of the Landlord.
- 18) **Permitted Use:** Tenant shall use the Leased Premises solely for the purpose of an athleisure wear & shoe store.
- 19) **Exclusive Use:** N/A
- 20) **Percentage Rent:** 6% over the natural breakpoint, which comes out to \$2,403,333.33 for year 1.
- 21) **Sales Reporting:** Within fifteen (15) days after the end of each calendar year, Tenant shall submit to Landlord a written statement showing the gross sales of all merchandise sold and/or services rendered in or from the Leased Premises for such calendar year.
- 22) **Operations:** Tenant agrees that on Rent Commencement Date, it will open and continuously operate the entire Premises to the public, fully fixtured, staffed and stocked.
- 23) **Tenant's Signage:** Per Shopping Center's Sign Criteria and approval of all necessary Governmental agencies.
- 24) **Tenant Financials:** This proposal is subject to Landlord's review and approval of Tenant's financial statements.
- 25) **Guarantor(s):** Full personal guaranty by all owners and spouses.
- 26) **Expiration:** This offer expires on August 1, 2022 at 5:00 pm EST. Should the Tenant accept this offer, then Landlord shall prepare a lease document incorporating the provisions herein and other such provisions acceptable to both parties.
- 27) **Brokers:** Danny Diaz with CBRE, INC. represents the Landlord and Tenant shall represent themselves in this transaction. Landlord shall pay a commission to CBRE, INC. in accordance with the Listing Agreement.
- 28) **Lease Form:** Landlord's Lease form.

The provisions of this letter are for discussion purposes only. This letter is not a contract or a promise to perform, and the parties acknowledge that they have not set forth the essential terms of an agreed-upon transaction. The parties hereto shall not be bound by the terms of this letter, and no liabilities or obligations shall arise pursuant hereto, and no party has the right to detrimentally rely on the statements set forth herein or on the verbal and written negotiation conducted herewith, it being intended that only a subsequent formal agreement, which specifically states its binding intent, if duly executed by both parties, will bind the parties on any matter described herein. Furthermore, prior to entering into a formal agreement, appropriate governmental regulatory, corporate and senior management approvals must first be obtained by all parties hereto, including but not limited to approvals of legal counsel.

Tenant agrees that during the negotiation of this transaction, Tenant will negotiate in good faith and will not engage in negotiations with other Landlord's for other Premises.

Should this proposal be acceptable to Tenant, please execute where indicated below and return the fully executed copy to me. Please feel free to contact me if you have any questions or comments.

Sincerely,



Danny Diaz
First Vice President
CBRE, Inc.
777 Brickell Avenue, Suite 1100
Miami, FL 33131

AGREED AND ACCEPTED

TENANT
MR. R SPORTSWEAR, INC.

BY:

DATE:



7-29-2022