

LOS0000114966

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐

PICK-UP

☐

WAIT

☐

MAIL

(Business Entity Name)

(Document Number)

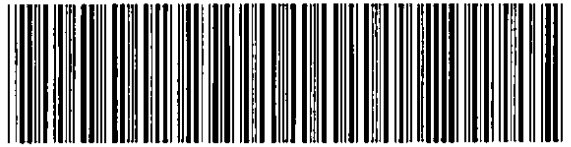
Certified Copies \_\_\_\_\_

Certificates of Status \_\_\_\_\_

Special Instructions to Filing Officer:

LOS 12223

Office Use Only



900418866659

11/14/20--31.013--005 \*\*55.00

OFFICE LEASE

by and between

Waterford CORE Operating LP, a Delaware limited partnership

("Landlord")

and

INTERNATIONAL REINSURANCE MANAGERS, LLC, a Florida limited liability company

("Tenant")

Dated as of

October 17, 2022

## OFFICE LEASE

THIS OFFICE LEASE (this "Lease") is made between Waterford CORE Operating LP, a Delaware limited partnership ("Landlord"), and the Tenant described in *Item 1* of the Basic Lease Provisions.

## **LEASE OF PREMISES**

Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, subject to all of the terms and conditions set forth herein, those certain premises (the "Premises") described in *Item 3* of the Basic Lease Provisions and as shown in the drawing attached hereto as Exhibit A-1. The Premises are located in the Building described in *Item 2* of the Basic Lease Provisions. The Building is located on that certain land (the "Land") more particularly described on Exhibit A-2 attached hereto, which is also improved with landscaping, parking facilities and other improvements, fixtures and common areas and appurtenances now or hereafter placed, constructed or erected on the Land (sometimes referred to herein as the "Project").

## **BASIC LEASE PROVISIONS**

1. **Tenant:** INTERNATIONAL REINSURANCE MANAGERS, LLC, a Florida limited liability company ("Tenant")
2. **Building:** 800 Waterford located at 800 N.W. 62nd Avenue (Waterford Way), Miami, Florida 33126
3. **Description of Premises:** Suite 550  
  
**Rentable Area:** Stipulated and agreed to be 3,836 square feet for all purposes under this Lease.  
  
**Tenant's Signage:** Tenant may have interior signs on doors and the directory tablet pursuant to Paragraph 3 of Exhibit C attached hereto. (See Exhibit C)  
  
**Building Size:** 246,085 square feet (subject to Paragraph 18)
4. **Tenant's Proportionate Share:** 1.5588% (3,836 rsf / 246,085 rsf) (See Paragraph 3)
5. **Base Rent:** (See Paragraph 2)  
  

<u>Months 1 to 4, inclusive:</u>	\$0.00 (\$0.00/square foot of Rentable Area/annum)*
Monthly Installment:	\$0.00*
Each Lease Year:	*plus applicable sales and use tax thereon
 <u>Months 5 to 12, inclusive:</u>	 \$76,720.00 (\$30.00/square foot of Rentable Area/annum)*
Monthly Installment:	\$9,590.00*
Each Lease Year:	*plus applicable sales and use tax thereon
<u>Months 13 to 24, inclusive:</u>	\$118,532.40 (\$30.90/square foot of Rentable Area/annum)*
Monthly Installment:	\$9,877.70*
Each Lease Year:	*plus applicable sales and use tax thereon
 <u>Months 25 to 36, inclusive:</u>	 \$122,099.88 (\$31.83/square foot of Rentable Area/annum)*
Monthly Installment:	\$10,174.99*
Each Lease Year:	*plus applicable sales and use tax thereon
 <u>Months 37 to 48, inclusive:</u>	 \$125,744.08 (\$32.78/square foot of Rentable Area/annum)*
Monthly Installment:	\$10,478.67*
	*plus applicable sales and use tax thereon

Each Lease Year:

<u>Months 49 to 60, inclusive:</u>	\$129,541.72 (\$33.77/square foot of Rentable Area/annum)*
Monthly Installment:	\$10,795.14*
Each Lease Year:	*plus applicable sales and use tax thereon
<u>Months 61 to 64, inclusive:</u>	\$44,472.04 (\$34.78/square foot of Rentable Area/annum)*
Monthly Installment:	\$11,118.01*
Each Lease Year:	*plus applicable sales and use tax thereon
<b>Installment Payable</b>	<b>\$13,617.80*</b>
<b>Upon Execution:</b>	<b>*plus applicable sales and use tax thereon</b>

6. **Security Deposit Payable Upon Execution:** Tenant is currently bound by that certain Office Lease dated September 19, 2011 (the "1000 Lease") pursuant to which Tenant leases Suite 190 of that certain building located at 1000 N.W. 57th Court, Miami, Florida 33126 from 1000 WATERFORD OPERATING LP, a Delaware limited partnership (the "1000 Landlord"). Landlord and 1000 Landlord will enter into an agreement pursuant to which 1000 Landlord transfers to Landlord the \$56,009.15 security deposit held by 1000 Landlord as a security deposit under the 1000 Lease. Promptly following such transfer, (i) Landlord will refund to Tenant \$20,504.22 of Tenant's \$56,009.15 security deposit under the 1000 Lease, (ii) upon such refund Landlord shall hold \$35,504.93 as Tenant's Security Deposit under this Lease and (iii) 1000 Landlord shall automatically be released by Tenant from any and all obligations concerning its \$56,009.15 security deposit under the 1000 Lease. (See Paragraph 2(c))
  
7. **Initial Estimated Amount of Tenant's Proportionate Share of Operating Expenses for the Project:** Estimated to be \$4,027.80 plus applicable sales tax per month for the remainder of the first calendar year of the Initial Term (based on a rate of \$12.60 per square foot per annum), payable in advance, subject to periodic adjustments. Notwithstanding the foregoing, Tenant's Proportionate Share of Operating Expenses for months 1 through 4 of the first Lease Year are abated.] (See Paragraph 3)
  
8. **Initial Term:** Commencement Date and ending on the last day of month that is Sixty-Four (64) months after the Commencement Date (See Paragraph 1)
  
9. **Commencement Date:** April 1, 2023
  
10. **Termination Date:** July 31, 2028
  
11. **Broker(s) (See Paragraph 19(k)):**

<b>Landlord's Broker:</b>	Blanca Commercial Real Estate 1450 Brickell Avenue Suite 2060 Miami, FL 33131
<b>Tenant's Broker:</b>	Stone Miller Miami LLC
  
12. **Number of Parking Spaces:** The right but not the obligation to use up to fifteen (15) unreserved parking spaces (the "Allotted Spaces") throughout the Initial Term,

at no charge, in the Building garage and any parking lot primarily serving the Building, and Tenant will receive parking cards for such fifteen (15) spaces. Within those Allotted spaces, Tenant shall have the right but not the obligation during the Lease Term or any Renewal term to lease two (2) reserved parking spaces at prevailing parking rates (currently \$75.00 per space per month) Tenant shall also have the right to use additional unreserved parking spaces, as determined available by Landlord, first come first served, on a month-to-month basis throughout the Initial Term. Tenant shall discontinue the use of such month-to-month spaces as Landlord shall require within thirty (30) days after receiving Landlord's notice to Tenant that it discontinues such use. (see Paragraph 18)

13. Addresses for Notices:

To: TENANT:

ATTN: Ms. June Chen  
President and CEO  
International Reinsurance  
Managers, LLC  
1000 N.W. 57th Ct. Ste. 190,  
Miami, FL 33126  
Ph: 305.507.8679 Ext. 1026 |  
Email: [junc@irmre.com](mailto:junc@irmre.com)

With a copy to:

Mrs. Clara Martell  
Director of Administration  
International Reinsurance  
Managers, LLC  
At the Premises

To: LANDLORD:

Project Management Office:  
Cushman & Wakefield  
703 Waterford Way, Suite 350  
Miami, FL 33126  
Attention: Property Manager –800 Waterford

With a copy to:

Nuveen Real Estate  
501 Brickell Key Drive, Suite 504  
Miami, FL 33131  
Attention: Real Estate Asset Manager – Waterford, Miami FL

And to

Holland & Knight LLP  
515 East Las Olas Boulevard  
Suite 1200  
Ft. Lauderdale, Florida 33301  
Attn: Irwin J. Fayne, Esq.

14. Address for Payment of Rent:

All payments payable under this Lease shall be sent to Landlord at:

Waterford Core Operating LP  
Lockbox 744290  
6000 Feldwood Road  
College Park, GA 30349

or to such other address as Landlord may designate in writing.

15. Guarantor:

none

16. Effective Date:

\_\_\_\_\_ October 17, 2022

SIGNATURE PAGE TO OFFICE LEASE  
BY AND BETWEEN WATERFORD CORE OPERATING LP, AS LANDLORD,  
AND INTERNATIONAL REINSURANCE MANAGERS, LLC, AS TENANT

*In consideration of Landlord's willingness to negotiate the transaction contemplated by this Lease, Tenant agrees that its offer to lease created by Tenant signing and delivery of this Lease to Landlord shall be irrevocable for a period of ten (10) days following Landlord's receipt of such offer.*

"TENANT":

INTERNATIONAL REINSURANCE MANAGERS,  
LLC, a ~~Delaware~~ limited liability company

By: Jane Chen  
Name: Jane Chen  
Title: President & CEO  
Date: 10/5/2022

"LANDLORD":

Waterford CORE Operating LP, a Delaware limited  
partnership

By: Waterford Core General Partner LLC, its  
general partner, by Waterford Blue Lagoon LP, its  
sole member, by T-C Waterford Blue Lagoon  
General Partner LLC, its general partner

DocuSigned by:  
Charles Russo  
By: Charles Russo  
Name: Charles Russo  
Title: Senior Director - Authorized Signer  
Date: October 17, 2022

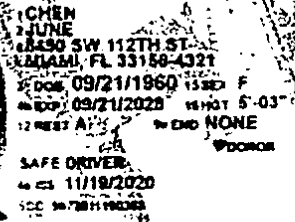
**\*NOTE:**

If Tenant is a corporation, then one of the following alternative requirements must be satisfied:

- (i) This Lease must be signed by either the president or a vice president.
- (ii) If this Lease is not signed by either the president or a vice president, then Tenant shall deliver to Landlord a certified copy of a corporate resolution in a form reasonably acceptable to Landlord authorizing the signatory to execute this Lease.

DRIVER LICENSE

C500-420-60-841-0



Continuation of a previous report constitutes  
no part of a new submission and is not required by the

The State  
of Florida  
retains all  
property  
rights herein  
092160  
Rev  
03/01/2020



2014年10月

CLASS E - Any non-commercial with with a GVWR  $\leq$  26,001 lbs  
or any RV  
REST. A-Cat Lenses  
END: None

REPLACEMENT LICENSE REQUIRED WITHIN 30 DAYS  
OF ADDRESS OR NAME CHANGE.  
WWW.FLHSMV.GOV

**COVER LETTER**

**TO:** Registration Section  
Division of Corporations

**SUBJECT:** International Reinsurance Managers, LLC

\_\_\_\_\_  
Name of Limited Liability Company

Dear Sir or Madam:

The enclosed Registered Agent/Registered Office Change and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to the following:

June Chen

\_\_\_\_\_  
Name of Person

International Reinsurance Managers, LLC

\_\_\_\_\_  
Firm/Company

800 NW 62nd Avenue, Suite 550

\_\_\_\_\_  
Address

Miami, FL 33126

\_\_\_\_\_  
City/State and Zip Code

june@irmre.com

\_\_\_\_\_  
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Clara Martell

305

507-8679 Ext. 1041

at (\_\_\_\_\_) \_\_\_\_\_

\_\_\_\_\_  
Name of Person

\_\_\_\_\_  
Area Code & Daytime Telephone Number

**Mailing Address:**

Registration Section  
Division of Corporations  
P.O. Box 6327  
Tallahassee, FL 32314

**Street Address:**

Registration Section  
Division of Corporations  
The Centre of Tallahassee  
2415 N. Monroe Street, Suite 810  
Tallahassee, FL 32303

Enclosed is a check for the following amount:

☐ \$25 Filing Fee

☒ \$55 Filing Fee & Certified Copy



**STATEMENT OF CHANGE OF REGISTERED OFFICE OR REGISTERED AGENT OR BOTH FOR  
LIMITED LIABILITY COMPANY**

*Pursuant to the provisions of sections 605.0114 or 605.0116, Florida Statutes, the undersigned limited liability company submits the following statement in order to change its registered office or registered agent, or both, in the State of Florida.*

1. Name of the limited liability company: International Reinsurance Managers, LLC

2. (a) 800 NW 62nd Ave (b) 800 NW 62nd Ave

Principal office address of limited liability company:

(Note: MUST BE STREET ADDRESS)

Mailing address of limited liability company:

(Note: MAY BE POST OFFICE BOX)

Suite 550

Suite 550

Miami FL 33126

Miami FL 33126

December 1, 2005

L05000114966

3. Date of filing/registration in Florida 4. Document number

5. (a) June Chen

Registered Agent and Registered Office shown on the records of the Florida Dept. of State:

1000 NW 57th Court

Registered Office Address (MUST BE FLORIDA STREET ADDRESS)

Suite 190

Miami, FL 33126

(b) Enter name of NEW Registered Agent and/or NEW Registered Office address:

NEW Registered Office Address:

800 NW 62nd Ave Suite 550

Miami, FL 33126

If the limited liability company is not organized under the laws of the State of Florida, it is hereby confirmed that after the change or changes are made, the Florida street address of the registered office and the business office of the registered agent will be identical. Or, in the case of a Florida limited liability company, it is hereby confirmed that the change(s) was/were authorized by an affirmative vote of the members of the limited liability company or as otherwise provided in the articles of organization or the operating agreement of the limited liability company.

Signature of a member or authorized representative of a member

Printed or typed name of signee

*I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 605, F.S. Or, if this document is being filed to merely reflect a change in the registered office address, I hereby confirm that the limited liability company has been notified in writing of this change.*

Signature of Registered Agent

Division of Corporations • P.O. Box 6327 • Tallahassee, FL 32314

**FILING FEE: \$25.00**

**COVER LETTER**

**TO:** Registration Section  
Division of Corporations

**SUBJECT:** International Reinsurance Managers, LLC  
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\_\_\_\_\_  
Name of Person

International Reinsurance Managers, LLC

\_\_\_\_\_  
Firm/Company

800 NW 62nd Avenue, Suite 550

\_\_\_\_\_  
Address

Miami, FL 33126

\_\_\_\_\_  
City/State and Zip Code

june@irmre.com

\_\_\_\_\_  
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Clara Martell

305

507-8679 Ext. 1041

at (\_\_\_\_\_) \_\_\_\_\_

\_\_\_\_\_  
Name of Person

\_\_\_\_\_  
Area Code & Daytime Telephone Number

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P.O. Box 6327  
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☐ \$25 Filing Fee

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Principal office address of limited liability company:  
(Note: MUST BE STREET ADDRESS)  
Suite 550  
Miami FL 33126
- (b) 800 NW 62<sup>nd</sup> Ave  
Mailing address of limited liability company:  
(Note: MAY BE POST OFFICE BOX)  
Suite 550  
Miami FL 33126

3. December 1, 2005  
Date of filing/registration in Florida
4. L05000114966  
Document number

5. (a) June Chen  
Registered Agent and Registered Office shown on the records of the Florida Dept. of State:  
1000 NW 57th Court  
Registered Office Address (MUST BE FLORIDA STREET ADDRESS)  
Suite 190  
Miami, FL 33126

- (b) \_\_\_\_\_  
Enter name of NEW Registered Agent and/or NEW Registered Office address:

NEW Registered Office Address:  
800 NW 62<sup>nd</sup> Ave, Suite 550  
Miami, FL 33126

If the limited liability company is not organized under the laws of the State of Florida, it is hereby confirmed that after the change or changes are made, the Florida street address of the registered office and the business office of the registered agent will be identical. Or, in the case of a Florida limited liability company, it is hereby confirmed that the change(s) was/were authorized by an affirmative vote of the members of the limited liability company or as otherwise provided in the articles of organization or the operating agreement of the limited liability company.

\_\_\_\_\_  
Signature of a member or authorized representative of a member

\_\_\_\_\_  
Printed or typed name of signer

*I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 605, F.S. Or, if this document is being filed to merely reflect a change in the registered office address, I hereby confirm that the limited liability company has been notified in writing of this change.*

[Signature]  
Signature of Registered Agent

Division of Corporations • P.O. Box 6327 • Tallahassee, FL 32314  
FILING FEE: \$25.00