Memorandum

MIAMI-DADE COUNTY

Date:	June 9, 2009
To:	Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners
From:	George M. Burgess County Manager
Subject:	Lease Agreement Located at 1822 N.E. Miami Gardens Drive, North Miami Beach with Oasis 183, Ltd., for the Government Information Center Property # 2205-00-00

GO
Agend Item No.
4(B)

RECOMMENDATION:

It is recommended that the Board approve the attached resolution authorizing execution of a Lease Agreement with Oasis 183, Ltd., a Florida Limited Partnership, for office space located at 1822 N.E. Miami Gardens Drive, North Miami Beach, to be utilized by the Government Information Center (GIC). The attached Lease Agreement has been prepared by General Services Administration at the request of GIC.

PROPERTY:	1822 N.E. Miami Gardens Drive, North Miami Beach	
COMMISSION DISTRICT:	4	
COMMISSION DISTRICTS IMPACTED:	Countywide	
OWNER:	Oasis 183, Ltd; a Florida Limited Partnership	
COMPANY PRINCIPALS:	Danny Halberstein	18.0%
	Spencer Enslein	10.0%
	Jorge Linkewer	8.0%
	Mike Hurtak	10.0%
	Missy G Corp	5.0%
	Mario Grosfeld	23.0%
	Nathan Grosfeld	10.0%
	Phil Berger	5.0%
	Susan Berger	5.0%
	Triarch Investment Group	6.0%
OWNER'S TRACK RECORD:	The County has no record of negative performance issues with Oasis 183, Ltd.	
USE:	1,075 square feet of office space together with parking spaces in common with other tenants.	
JUSTIFICATION:	GIC will utilize this office space to conduct community outreach in the northeast corridor of the County. This office will expand citizen's access to community services such as, baby stroller permits, Miami-Dade Transit's Golden and Patriot Passport Programs and information and referral services for all County departments.	

LEASE TERM: Five-years with one additional two-year renewal option period.

EFFECTIVE DATES: Commencing upon the passage of the resolution of the Miami-Dade County Board of County Commissioners approving this Lease Agreement and terminating five years thereafter.

RENTAL RATE: The annual rent for the first year and second year of the initial lease term is $30,000.00, which is equal to $27.91 per square foot on an annual basis. The annual rent for the third year of the initial lease term shall be increased to $31,200.00, which is equal to $29.02 per square foot on an annual basis. The annual rent for the fourth year of the initial lease term shall be increased to $32,448.00, which is equal to $30.18 per square foot on an annual basis. The annual rent for the fifth year of the initial lease term shall be increased to $33,745.92, which is equal to $31.39 per square foot on an annual basis. The County will reimburse Landlord for its pro-rata share of any increase in real estate taxes and insurance, to the extent that these taxes and insurance exceed the base year 2009. The annual rent for the subsequent renewal option period shall be $35,095.76, which is equal to $32.65 per square foot on an annual basis, for the first year and $36,500.63, which is equal to $33.95 per square foot on an annual basis, for the second year.

FINANCIAL IMPACT: The total financial impact for the first lease year is estimated to be $39,532.50, which is comprised of the following:

First Year Occupancy Cost:

	Total Dollars	PSF
Annual Base Rent:		
Annual Base Rent	$ 30,000.00	$27.91
Direct Expense:		
Electricity	$ 1,881.25	$1.75
Water & Sewer	$ 645.00	$ .60
Insurance	$ 1,500.00	$1.40
Janitorial services	$ 806.25	$ .75
Total Base Rent	$ 34,832.50	$32.41
Indirect Expense:		
Phones/Data Installation	$ 3,500.00	
Lease Management Fee (4%)	$ 1,200.00	
Total Cost to County, first year:	**$ 39,532.50**	

LEASE CONDITIONS:	The Landlord shall be responsible for electrical lines, fixtures and equipment, the integrity and structure of the building, roof and roof leaks, windows doors and frames, fire equipment, common areas, grounds maintenance, exterior drains, trash, air conditioning and heating equipment. The County is responsible for electricity, water, and janitorial and custodial services and will also reimburse Landlord for the insurance covering the interior of the demised premises.
CANCELLATION PROVISION:	The County may cancel the lease or any portion, after the initial twelve-month period by providing 90 days prior written notice.
FUNDING SOURCE:	General Funds. This expense has been budgeted in GIC's operating budget.
OTHER PROPERTIES EVALUATED:	2560 N.E. Miami Gardens Drive, North Miami Beach — $37.33 per square foot on an annual basis for a triple net lease. The County would also be responsible for the full cost of expenses associated with the electric and water. 1600 N.E. Miami Gardens Drive, North Miami Beach — $35.22 per square foot on an annual basis for a triple net lease including Common Area Maintenance. 18445 N.E. 19 Avenue, North Miami Beach — $35.00 per square foot on an annual basis for a triple net lease. The County would also be responsible for the full cost of all expenses associated with all build-out.
DELEGATED AUTHORITY:	Authorizes the County Mayor or the County Mayor's designee to execute the lease agreement, exercise the cancellation provision, and exercise the one additional two-year renewal option period.
LEASE MONITOR:	Jane Marie Hundertmark, Chief Real Estate Officer.

Wendi J. Norris
Director
General Services Administration

MEMORANDUM

(Revised)

TO: Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners

DATE: April 7, 2009

FROM: R. A. Cuevas, Jr. County Attorney

SUBJECT: Agenda Item No.

Please note any items checked.

_____ "4-Day Rule" ("3-Day Rule" for committees) applicable if raised

_____ 6 weeks required between first reading and public hearing

_____ 4 weeks notification to municipal officials required prior to public hearing

_____ Decreases revenues or increases expenditures without balancing budget

_____ Budget required

_____ Statement of fiscal impact required

_____ Bid waiver requiring County Mayor's written recommendation

_____ Ordinance creating a new board requires detailed County Manager's report for public hearing

_____ Housekeeping item (no policy decision required)

_____ No committee review

Approved _____ Mayor

Veto _____

Override _____

Agenda Item No.
4-7-09

RESOLUTION NO. _____

RESOLUTION AUTHORIZING EXECUTION OF A LEASE AGREEMENT AT 1822 N.E. MIAMI GARDENS DRIVE, NORTH MIAMI BEACH, WITH OASIS 183, LTD, A FLORIDA LIMITED PARTNERSHIP, FOR PREMISES TO BE UTILIZED AS A GOVERNMENT INFORMATION CENTER, WITH TOTAL FISCAL IMPACT TO MIAMI-DADE COUNTY NOT TO EXCEED $250,000.00 FOR THE TERM OF THE LEASE, AND AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXERCISE ANY AND ALL OTHER RIGHTS CONFERRED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby approves the Lease Agreement between Oasis 183, Ltd., a Florida Limited Partnership, for premises to be utilized as a Government Information Center, with a total fiscal impact to Miami-Dade County not to exceed $250,000.00 for the term of the Lease, in substantially the form attached hereto and made a part hereof; authorizes the County Mayor or the County Mayor's designee to execute same for and on behalf of Miami-Dade County; and authorizes the County Mayor or the County Mayor's designee to exercise any and all other rights conferred therein.

The foregoing resolution was offered by Commissioner , who moved its adoption. The motion was seconded by Commissioner and upon being put to a vote, the vote was as follows:

Dennis C. Moss, Chairman
Jose "Pepe" Diaz, Vice-Chairman

Bruno A. Barreiro	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Barbara J. Jordan	Joe A. Martinez
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 7th day of April, 2009. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Debra Herman

LEASE AGREEMENT

THIS AGREEMENT made on the day of , 2009 by and between OASIS 183, LTD, a Florida Limited Partnership, by Triarch Investment Group, Inc., a Florida Corporation its general partner, hereinafter called the "LANDLORD," and MIAMI-DADE COUNTY, a political subdivision of the State of Florida, hereinafter called the "TENANT,"

WITNESSETH:

That LANDLORD, for and in consideration of the restrictions and covenants herein contained, hereby leases to TENANT and TENANT hereby agrees to lease from LANDLORD the Demised Premises described as follows:

1075 rentable square feet of air-conditioned office space located at 1822 N.E. Miami Gardens Drive, North Miami Beach.

The Building's square footage is 26,926 rentable square feet, of which 1075 square feet of usable square feet is to be occupied by TENANT as the Demised Premises. The ratio of rentable square footage to usable square footage in the Building is presently 4.0 percent ("4%") (the "Factor"), which results in a rentable square footage in the Demised Premises of 1075.

The terms "rentable" and "usable" square footage (or area) shall have the meanings ascribed to them by the Building Owners and Managers Association International (BOMA) as the "American National Standard", as amended and in effect at the time of the execution of this Lease. Rentable area for the Premises and the Building shall be recomputed upon completion of the Building and/or the Premises. The respective rentable areas of the Premises, the Building and the Factor shall be certified by a licensed architect or engineer or by a duly qualified measurement specialist by the LANDLORD upon completion of the Building and the Premises. TENANT shall have the right to independently review and measure the Premises and the Building upon TENANT's taking of possession of the Premises. If there is a dispute as to the respective rentable areas the Premises, the Building and the Factor, and the parties cannot resolve any differences, the parties agree to have their respective measurement experts appoint an independent third party certified expert, either licensed architect or engineer or duly qualified measurement specialist to arbitrate and make a final determination as to the final rentable square footage areas and the Factor and the parties agree to be bound by said determination of the third party independent measurement expert.

The calculation of the Rentable areas of the Premises and the Building shall be adjusted from time to time to reflect any structural change or change in the amount of the common areas of the building, or any change in use or function of any part of the Building. The Landlord shall furnish to Tenant notice of such recalculations as soon as they occur. The methodology of dispute resolution set forth above shall be applicable to any rentable areas of the respective premises and Building and the Factor.

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TO HAVE AND TO HOLD unto the said TENANT for a term of Five (5) years, commencing on the effective date of the resolution of the Board of County Commissioners approving this lease agreement, (the "Commencement Date"), and terminating Five (5) years thereafter for an annual base rent of Thirty Thousand Dollars and 00/100 ($30,000.00) for the first lease year, payable in Twelve equal monthly installments of Twenty Five Hundred Dollars and 00/100 ($2,500.00), payable in advance on the first day of every month to Oasis 183 Ltd, 18205 Biscayne Boulevard, Suite 2202, Aventura, Florida 33160 or at such other place and to such other person as LANDLORD may from time to time designate in writing, as set forth herein. The October monthly installment rental payment for each year will be processed by the County after the close of the County's fiscal year, for each calendar year.

During the second (2nd) through the fifth (5th) lease years, the annual rental shall be as follows:

		Annual	Monthly
2nd Year		$30,000.00	$2,500.00
3rd Year	-	$31,200.00	$2,600.00
4th Year	-	$32,448.00	$2,704.00
5th Year	-	$33,745.92	$2,812.16

IT IS FURTHER MUTUALLY UNDERSTOOD AND AGREED BY THE RESPECTIVE PARTIES HERETO:

ARTICLE I
USE OF DEMISED PREMISES

The area of the Demised Premises shall be used by TENANT for the performance of County business by County departments, agencies, and authorities and for the performance of work incidental thereto, which will necessarily entail services performed for the general public.

ARTICLE II
CONDITION OF DEMISED PREMISES

TENANT hereby accepts the Demised Premises to be in a state of good repair and suitable for usage by TENANT at the commencement of the term of this Lease Agreement.

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ARTICLE III
UTILITIES

LANDLORD, during the term hereof, shall pay all charges for, waste disposal services used by TENANT.

ARTICLE IV
MAINTENANCE

LANDLORD agrees to provide, repair or replace, as necessary, and maintain and keep in good repair, condition, and appearance, during the term of this Lease Agreement or any extension or renewal thereof, the exterior of the building and the following:

Exterior plumbing and electrical lines, fixtures, and equipment;
Trash and refuse disposal;
Air-conditioning and heating equipment replacement only; referenced in Exhibit B, "Janitorial Services";
Roof and roof leaks

LANDLORD, at its sole cost and expense, shall perform or cause to be performed in the Demised Premises during the term of this Lease Agreement (except for Saturdays, Sundays, and holidays) after 5:00 p.m. the maintenance, trash disposal and services as described above and referenced in Exhibit C, "Janitorial Services".

Upon the failure of LANDLORD to effect repairs or perform the above-stated services pursuant to this Lease Agreement after five (5) days' written notification to do so by TENANT, TENANT may cause the repairs to be made and deduct their reasonable and customary cost from the rental payments due and to become due until in each instance TENANT has fully recovered such costs in accordance with audited costs of repair furnished by TENANT to LANDLORD. In the event of an emergency, TENANT after proper notification to the LANDLORD and failure of the LANDLORD to take immediate action, may perform repairs that are the LANDLORD's responsibility and receive a credit against rental payments or a cash reimbursement from LANDLORD for the actual costs thereof. During the term of this Lease Agreement or any renewal thereof, if in TENANT's reasonable judgment a condition exists with respect to any matter in which the LANDLORD is obligated to maintain, that which adversely affects TENANT's operations, and after proper notice, LANDLORD fails to repair same as required, TENANT may make

such repairs and deduct the cost thereof from rental payments or any other amounts due to LANDLORD hereunder. All of the aforesaid repairs shall be made with reasonable diligence and in a good and workmanlike manner.

ARTICLE V
ALTERATIONS BY TENANT

TENANT may not make any alterations, additions, or improvements in or to the Demised Premises without the written consent of LANDLORD. All additions, fixtures, or improvements (except but not limited to store and office furniture and fixtures which are readily removable without injury to the Demised Premises) shall be and remain a part of the Demised Premises at the expiration of this Lease Agreement. Subject to the above, removable partitions installed by TENANT within the Demised Premises shall remain TENANT's property and may be removed by TENANT upon the expiration of the Lease Agreement or any renewal or cancellation hereof. Throughout the term of this Agreement, LANDLORD agrees to provide any additions, fixtures, or other improvements that TENANT may request, and TENANT shall reimburse LANDLORD for any such additions, fixtures, or improvements separately invoiced to the TENANT at the rates agreed-upon with the LANDLORD for such services.

ARTICLE VI
DESTRUCTION OF DEMISED PREMISES

In the event the Demised Premises or any portion thereof should be destroyed or so damaged by fire, windstorm, or other casualty so as to make the Demised Premises unusable by TENANT, either party may cancel this Lease Agreement for its convenience by the giving of written notice to the other at any time after the occurrence of the fire, windstorm, or other casualty. In the event of cancellation under this Article; neither party shall be responsible to the other party for any expenses associated with the cancellation and TENANT shall only be liable to LANDLORD for such rents as may be due as of the date TENANT vacates the premises.

If neither party shall exercise the foregoing right of cancellation, LANDLORD shall, to the best of its abilities, cause the building and Demised Premises to be repaired and placed in good condition within one hundred twenty (120) days following the date of casualty, time being of the essence. If the Demised

Premises sustained damages such that repairs cannot be completed within one hundred twenty (120) days, TENANT shall be entitled to cancel the Lease Agreement by the giving of written notice to LANDLORD at any time, notwithstanding the commencement of any repairs by LANDLORD. TENANT shall not be liable for rent during such period of time as the Demised Premises shall be untenantable by reason of fire, windstorm or other casualty.

In the event of partial destruction or damages to the Demised Premises which do not render the Demised Premises untenantable, the rents shall be proportionately abated in accordance with the extent to which TENANT is deprived of use, occupancy or full enjoyment of the premises, unless TENANT exercises its right of cancellation as set forth above.

ARTICLE VII
DISABLED INDIVIDUALS

LANDLORD understands, recognizes, and warrants to the best of its knowledge that all common areas are, and shall at all times be maintained, in accordance with the requirements for disabled individuals contained in the Americans with Disabilities Act of 1990 (the "ADA") and Section 553.501 et seq. of the Florida Statutes, as presently written and as may be hereafter amended.

LANDLORD further warrants that the Demised Premises and access thereto, including but not limited to restrooms, hallways, entryways to the street, and accessible parking, if parking is provided under the Lease Agreement, shall be in compliance with the accessibility standards for government programs contained in the ADA and all requirements of Section 553.501 et seq. of the Florida Statutes. LANDLORD covenants and agrees that the Demised Premises and access thereto shall at all times be maintained in accordance with those requirements at LANDLORD's cost and expense, except where changes are required as a result of TENANT's change in program or work force.

LANDLORD agrees to correct any and all violations of the obligations of LANDLORD under this Section within thirty (30) days of written notice by TENANT of the existence of the same, provided that, if such violations cannot feasibly be corrected within said thirty (30) day period, then LANDLORD agrees to commence such repairs within said thirty (30) day period and to diligently pursue the completion of same within a reasonable period thereafter. If such ADA corrective violations costs exceed $ 10,000.00

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LANDLORD shall have the option to complete the ADA required work or shall have the right to terminate this Lease Agreement by providing TENANT with 180 day prior written notice of the lease termination date.

LANDLORD recognizes and agrees that, throughout the term of the Lease Agreement, TENANT may in its discretion change its employees or programs which operate from the Demised Premises. LANDLORD agrees that TENANT may, at TENANT's expense, make such changes to the Demised Premises or the access thereto as may be required by TENANT to accommodate disabled individuals or to provide program accessibility in connection with any such change in TENANT's programs or work force.

ARTICLE VIII
NO LIABILITY FOR PERSONAL PROPERTY

All personal property placed or moved in the Demised Premises above described shall be at the risk of TENANT or the owner thereof. LANDLORD shall not be liable to TENANT for any damage to said personal property unless caused by or due to negligence or willful misconduct of LANDLORD, LANDLORD's agents or employees.

ARTICLE IX
SIGNS

Interior and/or exterior signs will be of the design and form of letter to be first approved by LANDLORD, the cost of painting to be paid by TENANT. All signs shall be removed by TENANT at termination of this Lease Agreement and any damage or unsightly condition caused to the building because of or due to said signs shall be satisfactorily corrected or repaired by TENANT.

ARTICLE X
LANDLORD'S RIGHT OF ENTRY

LANDLORD or any of its agents shall have the right to enter said Demised Premises during all reasonable working hours, upon the giving of twenty-four (24) hours' prior notice, unless an emergency exists, to examine the same or to make such repairs, additions, or alterations as may be deemed necessary for the safety, comfort, or preservation thereof of said building or to exhibit said Demised Premises and to put or keep upon the doors or windows thereof a notice "FOR RENT" at any time within sixty (60) days before the expiration of this Lease Agreement.

ARTICLE XI
LIABILITY FOR DAMAGE OR INJURY

TENANT shall not be liable for any damage or injury which may be sustained by any party or person on the Demised Premises other than the damage or injury caused by the negligence of TENANT, subject to all limitations of Florida Statutes, Section 768.28.

ARTICLE XII
PEACEFUL POSSESSION

Subject to the terms, conditions, and covenants of this Lease Agreement, LANDLORD agrees that TENANT shall and may peaceably have, hold, and enjoy the Demised Premises above described, without hindrance or molestation by LANDLORD.

ARTICLE XIII
SURRENDER OF DEMISED PREMISES

TENANT agrees to surrender to LANDLORD at the end of the term of this Lease Agreement, or any extension thereof, said Demised Premises in as good condition as said Demised Premises were at the beginning of the term of this Lease Agreement, ordinary wear and tear and damage by fire and windstorm or other acts of God excepted.

ARTICLE XIV
INDEMNIFICATION AND HOLD HARMLESS

LANDLORD shall indemnify and hold harmless the TENANT and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the TENANT or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of this AGREEMENT by the LANDLORD or its employees, agents, servants, partners, principals or subcontractors. LANDLORD shall pay all claims and losses in connections therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the TENANT, where applicable, including appellate proceedings, and shall pay all costs,

judgments, and attorney's fees which may issue thereon. LANDLORD expressly understands and agrees that any insurance protection required by this AGREEMENT or otherwise provided by LANDLORD shall in no way limit the responsibility to indemnify, keep and save harmless and defend the TENANT, or its officers, employees, agents, and instrumentalities as herein provided.

TENANT does hereby agree to indemnify and hold harmless the LANDLORD to the extent and within the limitations of Section 768.28, Florida Statutes, subject to the provisions of that Statute whereby the TENANT shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of $100,000, or any claim or judgments or portions thereof, which, when totaled with all other occurrence, exceeds the sum of $200,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise solely as a result of the negligence of the TENANT. However, nothing herein shall be deemed to indemnify the LANDLORD from any liability or claim arising out of the negligent performance or failure of performance of the LANDLORD or any unrelated third party.

ARTICLE XV
ASSIGNMENT OR SUBLET

TENANT may assign this Lease Agreement or any part thereof or sublet all or any part of the demised premises without prior written consent of LANDLORD. Any assignment or subletting shall be evidenced in writing to the LANDLORD.

ARTICLE XVI
ASSIGMENT BY LANDLORD

If the interests of LANDLORD under this Lease Agreement shall be transferred voluntarily or by reason of foreclosure or other proceedings for enforcement of any mortgage on the Demised Premises, TENANT shall be bound to such transferee (herein sometimes called the "Purchaser") for the balance of the term hereof remaining, and any extension or renewals thereof which may be effected in accordance with the terms and provisions hereof, with the same force and effect as if the Purchaser were the LANDLORD under this Lease Agreement, and TENANT does hereby agree to attorn to the Purchaser, including the Mortgagee under any such mortgage if it be the Purchaser, as its LANDLORD, said

attornment to be effective and self-operative without the execution of any further instruments upon the Purchaser succeeding to the interest of the LANDLORD under this Lease Agreement. The respective rights and obligations of TENANT and the Purchaser upon such attornment, to the extent of the then remaining balance of the term of this Lease Agreement and any such extensions and renewals, shall be and are the same as those set forth herein. In the event of such transfer of LANDLORD's interests, LANDLORD shall be released and relieved from all liabilities and responsibility to TENANT thereafter accruing under this Lease Agreement or otherwise and LANDLORD's successor by acceptance of rent from TENANT hereunder shall become liable and responsible to TENANT in respect to all obligations of the LANDLORD under this Lease Agreement.

ARTICLE XVII
NON-DISTURBANCE

The Lease Agreement shall be subordinate and subject to all ground or underlying leases and mortgages covering the fee of the property, or which at any time thereafter affect the property, and to all renewals, modifications, or replacements thereof; provided, however, that with respect to any ground lease agreement, underlying lease agreement, or mortgage subsequent to the date of this Lease Agreement, such subordination shall not be effective unless and until LANDLORD shall obtain from any and all such ground lessors, underlying lessors, and/or lenders a written agreement with TENANT wherein any and all such ground lessors, underlying lessors, and/or lenders shall agree that the Lease Agreement shall not be divested or in any way affected by foreclosure, other default proceedings, or other succession in interest by or under any ground lease agreement, lease agreement mortgage, or obligation secured thereby, so long as TENANT complies with the terms, conditions, and covenants of this Lease Agreement and performs its obligations under this Lease Agreement (said agreement being referred to herein as a "Non-Disturbance Agreement"). If LANDLORD shall so fail to obtain a Non-Disturbance Agreement from any ground lessor, holder of any mortgage, or underlying lessor, then the parties recognize that this Lease Agreement shall be and remain superior to any such ground lease agreement, underlying lease agreement, and/or mortgage entered into or executed subsequent to the date of this Lease Agreement. Further, with respect to any and all existing ground lease agreement, underlying lease agreement, and/or mortgage, prior to the commencement of the construction of LANDLORD's Work LANDLORD shall obtain from any and all

ground lessors, underlying lessors, and/or lenders a Non-Disturbance Agreement. LANDLORD and TENANT agree that the terms, conditions, and covenants contained here in shall not be altered or affected by any subsequent change in ownership of the Property by reason of foreclosure, conveyance, or otherwise. Any document purporting to transfer ownership in the Property, whether presently in existence or not, shall be subordinate to this Lease Agreement, and subject to the terms, obligations, and covenants herein. In the event that a change of ownership in the Property results in any additional costs to TENANT by material alteration of the terms of this Lease Agreement, LANDLORD agrees to indemnify TENANT for such costs.

ARTICLE XVIII
SUCCESSORS IN INTEREST

It is hereby covenanted and agreed between the parties that all covenants, conditions, agreements, and undertakings contained in this Lease Agreement shall extend to and be binding on the respective successors and assigns of the respective parties hereto, the same as if they were in every case named and expressed.

ARTICLE XIX
NOTICES

It is understood and agreed between the parties hereto that written notices addressed and sent by certified or registered mail, return receipt requested, first class, postage prepaid and addressed as follows:

TENANT:

General Services Administration
Real Estate Development
111 N.W. First Street, Suite 2460
Miami, Florida 33128

LANDLORD:

Oasis 183, Ltd
% Jorge Linkewer
18205 Biscayne Boulevard; Suite 2202
Aventura, Florida 33160

shall constitute sufficient notice to TENANT, and written notice addressed to LANDLORD, and mailed or delivered to the address as stated above, shall constitute sufficient notice to LANDLORD to comply with

the terms of this Lease Agreement. Notices provided herein in this paragraph shall include all notices required in this Lease Agreement or required by law.

ARTICLE XX
IMPROVEMENTS OF THE DEMISED PREMISES

A. LANDLORD'S WORK: Subject to the terms, conditions, and covenants of this Lease Agreement, LANDLORD at its expense, shall complete and prepare the Demised Premises for TENANT's initial occupancy in good, workmanlike, and in a timely manner LANDLORD reserves the rights, however:

1. to substitute materials of equivalent grade and quality when and if any material specified in the Plans shall not be readily and reasonably available;
2. to make changes necessitated by conditions met in the course of construction, provided that TENANT's approval of any such change shall first be obtained (which approval shall not be unreasonably withheld or delayed so long as there shall be general conformity with the Plans); and

B. LANDLORD shall substantially complete all work and improvements as set forth in this Article, within fifteen (15) calendar days of the full execution of this Lease Agreement. Improvements to the demised premises shall be deemed substantially completed when all work is done in accordance with the Plans notwithstanding the necessity to correct, adjust, or complete certain items ("Punch-List" items), so long as such corrections, adjustments, or completions do not impede TENANT from using and occupying the demised premises for the purposes intended, as expressed in the Plans. LANDLORD shall complete such Punch-List at its expense at a time mutually convenient to both parties.

C. LANDLORD shall not charge TENANT any construction supervision, management supervision, consultation, or other fees with respect to the construction of the improvements to the demised premises.

D. LANDLORD, at its own expense, shall be responsible for the following LANDLORD'S work of construction and remodeling improvements:

1. Landlord to replace round door knobs with lever type door knobs to match existing.
2. TENANT will paint Demised Premises with choice of color.
3. Landlord to remove carpet and linoleum and replace with new linoleum in the front entrance and the remainder of the Demised premises with carpet, choice of color to be approved by TENANT.
4. Landlord to replace stained ceiling tiles.
5. Landlord to repair the walls so that that wall texture is consistent thru-out the Demised Premises.

6. Landlord to provide TENANT with (3) three sets of keys for the Demised Premises.
7. Tenant to install exterior signage of their choice.
8. Landlord to paint the accessible parking spaces as the current paint is faded, and old paint markings need to be removed.
9. Landlord to relocate trash container in order to provide accessible aisle access to Demised Premises
10. Landlord to correct accessible parking signs that need to be lowered to 84 inches and adjusted vertical to surface.
11. Landlord to provide threshold on front and rear door that is even with new carpet or linoleum.
12. If required by ADA, Landlord to provide a curb ramp at back entrance of Demised Premises that complies with ADA standards to allow clients and personnel using this facility to exit safely.
13. Landlord to change restroom door to open out and lever hardware to match existing.
14. Landlord to remove bathroom cabinet and insulate exposed pipes.
15. Landlord to mount mirror in bathroom with the bottom edge of the surface no higher than 40 inches above the finished floor.
16. Landlord to relocate restroom sign and place on the latch side of the door, 6 inches from edge of sign to edge of door frame, and 60 inches high from center line of sign to finished floor.
17. Landlord to replace store front door lever hardware to comply with a 48 inch maximum height.

ARTICLE XXI
OPTION TO RENEW

Provided this Lease Agreement is not otherwise in default, TENANT, through its County Mayor or County Mayor's designee, is hereby granted the option to extend this Lease Agreement for one (1) additional two (2) year renewal option period, upon the same terms and conditions, except that the annual rental rate in the first year of the renewal option period shall be increased to $ 35,095.76, and the second year of the renewal option period the annual rental rate shall be increased to $36,500.63, by giving LANDLORD notice in writing at least ninety (90) days prior to the expiration of this Lease Agreement or any extension thereof. Should TENANT neglect to exercise any extension option by the date specified above, TENANT's right to exercise shall not expire until thirty (30) business days after notice from LANDLORD of TENANT's failure to exercise the option.

ARTICLE XXII
TERMINATION RIGHTS OF TENANT

TENANT, through its County Mayor or County Mayor's designee, shall have the right to terminate this Lease Agreement, or any portion thereof after the first lease year, by giving LANDLORD at least ninety (90) days' written notice prior to its effective date.

ARTICLE XXIII
HEATING, VENTILATION, AND AIR-CONDITIONING

LANDLORD acknowledges that it is responsible for providing a good, sufficient, and safe heating, ventilation, and air conditioning system to cool and heat the entire Demised Premises uniformly, and sufficient with TENANT's use of the Demised Premises.

ARTICLE XXIV
MAINTENANCE

Without limiting the obligations of LANDLORD as set forth in ARTICLE IV, "Maintenance" of this Lease Agreement, LANDLORD, at its sole cost and expense, shall perform or cause to be performed the maintenance services with respect to the Demised Premises. LANDLORD shall repair and replace, and maintain, at its sole cost and expense, the air-conditioning unit, electrical, mechanical, utility, and plumbing systems servicing the Demised Premises, the roof and all other structural elements of the building except for damages to the interior of the Demised Premises caused by the negligence or willful misconduct of TENANT or TENANT's employees, agents, contractors, visitors, and/or invitees.

TENANT is responsible for interior air-conditioning filters.

ARTICLE XXV
JANITORIAL SERVICES

The TENANT agrees to provide the janitorial and cleaning services as part of this Lease Agreement for the interior of the Demised Premises. The LANDLORD agrees to maintain the exterior area immediately adjacent to the building entrances, keep parking lot and surrounding grass areas free of trash, empty outside trash receptacles and sweep all exterior areas. LANDLORD shall provide reasonable assurance that any and all chemicals are being handled in accordance with the Material Safety Data Sheet (MSDS) provided by their manufacturer.

XXVI
AD-VALOREM TAXES AND INSURANCE

TENANT shall reimburse LANDLORD for any increases in "Ad Valorem Real Property Taxes and Insurance over the base year 2009; including, but not limited to the costs of all forms of insurance premiums for all risks, fire, casualty and liability insurance.

"Taxes": Ad Valorem taxes shall mean real estate taxes, based on the November discounted payment, special and extraordinary assessments and governmental levies against the building and land upon which the building is located.

"Base Tax" shall mean the taxes assessed for the first calendar year of the commencement of the Lease Agreement, which shall be 2009.

"Tax Year" shall mean the fiscal year for which taxes are levied by any governmental authority.

"Tenant's Proportionate Share" shall mean a fraction of which the numerator is the square footage of the Demised Premises, and the denominator is the total rentable square footage of the building above grade. If the Taxes for any Tax Year shall be more than the Base Tax, TENANT shall pay as additional rent for such Tax Year an amount equal to TENANT's Proportionate Share of the amount by which the Taxes for such Tax Year are greater than the Base Tax and included as TENANT'S additional rent. (the amount payable by TENANT is hereinafter called the Tax Payment). The Tax Payment shall be prorated, if necessary, to correspond with that portion of a Tax Year occurring within the term of this Lease Agreement. The Tax Payment shall be payable by TENANT within thirty (30) days after receipt of a demand from LANDLORD therefore, which demand shall be accompanied by a copy of the tax and insurance bill together with LANDLORD's computation of the Tax Payment. It is agreed that the ad valorem taxes due in November of each year shall be the figure used to compute the TENANT's obligation. The Ad-Valorem tax increase over the base year is based on the TENANT's proportionate share of the property which is presently four percent (4%).

If LANDLORD shall receive a refund for any Tax Year in which a Tax Payment shall have been made by TENANT, LANDLORD shall repay to TENANT, TENANT's Proportionate Share of such refund after deducting there from the costs and expenses of obtaining such refund.

ARTICLE XXVII
WAIVER OF LANDLORD'S LIEN

LANDLORD, for itself and its successors and assigns, does hereby waive all rights to levy and/or

distraint and all lien rights accrued and accruing as to all personal property, machinery, fixtures, and equipment, affixed or otherwise, now or hereafter belonging to or in the possession of TENANT. Further, TENANT may at its discretion remove from time to time all or part of its personal property, machinery, trade fixtures, and equipment.

ARTICLE XXVIII
FORCE MAJEURE

TENANT and LANDLORD shall be excused for the period of any delay and shall not be deemed in default with respect to the performance of any of the non-monetary terms, covenants, and conditions of the Lease Agreement when prevented from so doing by cause or causes beyond TENANT's or LANDLORD's control, excluding filing of bankruptcy, but which shall include, without limitation, all labor disputes, governmental regulations or controls, fire or other casualty, acts of God, or any other cause, whether similar or dissimilar to the foregoing, not within the control of TENANT or LANDLORD

ARTICLE XXIX
LANDLORD'S DEFAULT

It shall constitute a default of this Lease Agreement by LANDLORD if, except as otherwise provided in this Lease Agreement, LANDLORD fails to observe or perform any of the covenants, conditions, or provisions of this Lease Agreement to be observed or performed by LANDLORD, where such failure shall continue for a period of thirty (30) days after written notice thereof from TENANT to LANDLORD; provided, however, that if the nature of LANDLORD's non-compliance is such that more than thirty (30) days are reasonably required for its cure, then LANDLORD shall not be deemed to be in default if LANDLORD commenced such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion. In the event of any such default by LANDLORD, TENANT may at any time terminate this Lease Agreement within seven (7) days written notice to LANDLORD or bring an action for damages, or injunctive relief (it being recognized that in such event TENANT is irreparably harmed for which there is no adequate remedy at law). No remedy of TENANT provided for in the Lease

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Agreement shall be considered to exclude or suspend any other remedy provided for herein, but the same shall be cumulative and in addition to TENANT's remedies at law or in equity.

ARTICLE XXX
WAIVER

If, under the provisions hereof, LANDLORD or TENANT shall institute proceedings and a compromise or settlement thereof shall be made, the same shall not constitute a waiver of any covenant herein contained nor of any of LANDLORD's or TENANT'S rights hereunder, unless expressly stated in such settlement agreement. No waiver by LANDLORD or TENANT of any provision hereof shall be deemed to have been made unless expressed in writing and signed by both parties. No waiver by LANDLORD or TENANT of any breach of covenant, condition, or agreement herein contained shall operate as a waiver of such covenant, condition, or agreement itself, or of any subsequent breach thereof. No payment by TENANT or receipt by LANDLORD of lesser amount than the monthly installments of rent (or additional rent obligations stipulated) shall be deemed to be other than on account of the earliest stipulated rent nor shall any endorsement or statement on any check or letter accompanying a check for payment of rent or any other amounts to LANDLORD be deemed an accord and satisfaction and LANDLORD may accept such check or payment without prejudice to or waiver of LANDLORD's right to recover the balance of such rent or other amount owed or to pursue any other remedy provided in this Lease Agreement. No reentry by LANDLORD and no acceptance by LANDLORD of keys from TENANT shall be considered an acceptance of a surrender of this Lease Agreement.

ARTICLE XXXI
DEFAULT OF TENANT

If TENANT shall fail to pay any monthly installment or item of rent on the date when the same becomes due or shall violate or fail to perform any of the other conditions, covenants, or agreements herein made by TENANT, and if such violation or failure continues for a period of thirty (30) days after written notice thereof to TENANT by LANDLORD, except for failure to pay rent, which shall have a fifteen (15) day period for cure after written notice thereof to TENANT by LANDLORD, and further, if

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TENANT shall be diligently attempting to cure such failure to perform any other conditions, covenants, or agreements, the time to cure, such failure shall be extended for so long as TENANT shall diligently prosecute (such cure) then LANDLORD may proceed with any remedy available at law or in equity in the State of Florida or by such other proceedings, including reentry and possession, as may be applicable. All rights and remedies of LANDLORD under this Lease Agreement shall be cumulative and shall not be exclusive of any other rights and remedies provided to LANDLORD under applicable law.

ARTICLE XXXII
LANDLORD'S RIGHT TO REPAIR

LANDLORD shall have access to all air conditioning and heating equipment and to all other mechanical, electrical, plumbing and utility installations servicing the Building and the Demised Premises upon twenty-four (24) hours prior written notice to TENANT, except in the event of an emergency, in which case such notice shall be reasonable under the circumstances. At the election of TENANT, LANDLORD shall be accompanied by an employee of TENANT, except in the event of an emergency. LANDLORD shall use its best efforts to minimize any interference to TENANT's usage of the Demised Premises during the exercise of any rights granted to LANDLORD herein. In the event that, because of the act or negligence of LANDLORD, its employees, agents, or contractors, LANDLORD shall fail to provide, or cause to be provided, to substantially all of the Demised Premises, air conditioning, plumbing (unless LANDLORD shall provide other facilities in the building), any elevator service or electricity for more than two (2) continuous business days, the rent shall equitably abate based on any substantial portion of the Demised Premises affected until the situation is corrected. Notwithstanding anything contrary to the above, any act caused by force majeure is not included herein.

ARTICLE XXXIII
ESTOPPEL CERTIFICATES

LANDLORD and TENANT agree, at any time and from time to time, upon not less than thirty (30) business days prior written notice by such party, to execute, acknowledge, and deliver to the other a statement in writing:

A. certifying that this Lease Agreement has been unmodified since its execution and is in full force

and effect (or if Lease Agreement has been modified since its execution, that it is in full force and effect, as modified, and stating the modifications);

B. stating the dates, if any, to which the rent and sums hereunder have been paid by TENANT;

C. stating whether or not to the knowledge of LANDLORD or TENANT, as the case may be, there are then existing any defaults under this Lease Agreement (and, if so, specifying the same); and

D. stating the address to which notices to LANDLORD or TENANT, as the case may be, should be sent. Any such statement delivered pursuant thereto shall provide that such statement may be relied upon by LANDLORD or TENANT or any prospective purchaser or mortgagee or lessee or assignee of the Property, or any part thereof or estate therein.

ARTICLE XXXIV
AMENDMENT

All amendments to this Lease Agreement must be in writing and signed by LANDLORD prior to submittal to the Board of County Commissioners.

ARTICLE XXXV
ENVIRONMENTAL QUALITY

Without prejudice to any other obligation of LANDLORD pursuant to this Lease Agreement, LANDLORD shall at all times comply with the following requirements:

A. NOTICE OF PEST MANAGEMENT OPERATIONS. The use of pesticide sprays or dusts in the Demised Premises as part of pest control services shall only be used in places of infestation as demonstrated by sticky traps or other such devices observed by TENANT or but never as a preventative measure. Such spot sprays or dusts shall be only after normal working hours to allow for ventilation before TENANT employees re-enter TENANT premises. TENANT encourages LANDLORD to employ the use of traps, baits, or portable vacuums before resorting to pesticide sprays or dusts. LANDLORD shall give TENANT twenty-four (24) hours' notice prior to commencement of pest control services that include sprays or dusts with any kind of pesticide or other chemicals. LANDLORD shall provide reasonable assurance that any and all such chemicals are being handled in accordance with the Material Safety Data Sheet (MSDS) provided by their manufacturer.

ARTICLE XXXVI
HOLDOVER

If TENANT, with LANDLORD's consent, remains in possession of the Demised Premises after expiration of the term and if LANDLORD and TENANT have not executed an expressed written agreement as to such holding over, then such occupancy shall be a tenancy from month to month at a monthly rental for the first month, after expiration of the term, equivalent to one hundred percent (100%) of the monthly rental in effect immediately prior to expiration, such payments to be made as herein provided. In the event of such holding over, all of the terms of the Lease Agreement including the payment of all charges owing hereunder other than rent shall remain in force and effect on said month to month basis.

ARTICLE XXXVII
INSURANCE REINBURSEMENT

LANDLORD shall provide Liability Insurance for the interior of the Demised Premises. LANDLORD upon submission of documentation of the paid insurance to the TENANT, TENANT shall reimburse LANDLORD as additional rent for the liability insurance coverage of the Demised Premises.

ARTICLE XXXVIII
GOVERNING LAW

This Agreement, including any exhibits or amendments, if any, and all matters relating thereto (whether in contract, statute, tort or otherwise) shall be governed by and construed in accordance with the laws of the State of Florida.

ARTICLE XXXIV
WRITTEN AGREEMENT

This Lease Agreement contains the entire agreement between the parties hereto and all previous negotiations leading thereto, and it may be modified only by resolution approved by the Board of County Commissioners.

IN WITNESS WHEREOF, LANDLORD and TENANT have caused this Lease Agreement to be executed by their respective and duly authorized officers the day and year first above written.

(CORPORATE SEAL)

OASIS 183, LTD;
a Florida Limited Partnership;
by Triarch Investment Group, Inc.,
a Florida Corporation its general partner

WITNESS

WITNESS

By: _____
Jorge Linkewer, Vice-President
Triarch Investment Group, Inc.

(LANDLORD)

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

By: _____
Carlos Alvarez
Mayor

(TENANT)

Approved by the County Attorney as
to form and legal sufficiency.____

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