Memorandum

MIAMI-DADE COUNTY

Date: February 20, 2013

Agenda Item No. 14(A)(3)

To: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

Subject: Lease Agreement for the Miami-Dade Police Department with Doral P1 Phase, LLC, for Property Located in Doral, FL

Recommendation

It is recommended that the Board of County Commissioners (Board) authorize the execution of a Lease Agreement (Lease) for property located in Doral, FL with Doral P1 Phase, LLC, a Delaware Limited Liability Company, (Landlord) for the Miami-Dade Police Department (MDPD), Health Services. More specifically, this lease authorizes the lease of 3,141 square feet of air-conditioned office space together with off-street parking for a term of five years plus one additional five-year renewal option period.

Scope

The property is located in Commission District 12, but MDPD's Health Services serves MDPD employees throughout the County.

Fiscal Impact/Funding Source

The total fiscal impact for the first lease year is estimated to be $93,096, which includes the annual base rent of $59,679 ($19 per square foot), initial set-up fees for phone, data, and the security alarm ($31,030), and the annual lease management fee of four percent ($2,397).

The annual base rent for the second through the fifth year of the initial lease term and the subsequent renewal option period shall be increased by consumer price index, but not to exceed three percent in any year. Additionally, an annual lease management fee of four percent is charged, as well as maintenance charges for phones and data, a monthly alarm monitoring fee, and yearly common area charges from the Landlord. The total projected fiscal impact for the initial five-year term of the lease and the additional five year renewal option period is $781,037.60.

The costs of the lease will be covered by the General Fund.

Track Record/Monitoring

The County has no record of negative performance issues with Doral P1 Phase, LLC, a Delaware Limited Liability Company. Margaret Araujo, Real Estate Office, Real Estate Development Division, Internal Services Department is the lease monitor.

Delegation of Authority

Authorizes the County Mayor or the County Mayor's designee to execute the attached Lease, and exercise the renewal and cancellation provisions.

Background

In September 2008, the Board approved a Lease for five years with no additional renewal option periods. The Landlord is in the process of demolishing all buildings in the office park to redevelop the land, and the County must vacate on or before April 6, 2012. The Landlord has offered to relocate the County to a newer building and will honor the current rental rate at the new location. The new space requires an extensive build-out, therefore the need to proceed with the lease prior to the expiration of the termination notice by Landlord.

OWNER:	Doral P1 Phase, LLC, a Delaware Limited Liability Company By Codina Downtown Doral, LLC its managing partner
COMPANY PRINCIPALS:	Armando Codina, President Ana-Marie Codina Barlick, Vice President Lawrence K. Gragg, Vice President
EFFECTIVE DATES:	Commencing on acceptance of the leased space by the County, following the completion of alterations by Landlord, and terminating on the last day of the month that is five years thereafter.
LEASE CONDITIONS:	This is a full service lease. The Landlord will be responsible for electricity, janitorial, custodial services, water and sewer, air conditioning maintenance, common areas and the structure of the building. The Landlord will also be fully responsible for a complete build-out to accommodate tenant's needs. The cost of the build-out is estimated to be $125,000. The County will be responsible for phone and data, security alarm and its prorated share of the building's taxes and insurance, which is estimated to be $0.32 per square foot on an annual basis.
CANCELLATION PROVISION:	The County may cancel after 24 months by giving Landlord at least 90 days written notice prior to its effective date. Should the County terminate this lease prior to the initial five-year term, the County shall reimburse the Landlord for any unamortized build-out cost, not to exceed $60,000.
PROPERTIES EVALUATED:	Doral Area – $19.00 per square foot on an annual basis for a full service lease. Plus a prorated share of operating expenses, estimated to be $2.00 per square foot on an annual basis. Doral Area – $22.00 per square foot on an annual basis for a full service lease plus phone, data and common area maintenance, estimated to be $2.50 per square foot on an annual basis. Doral Area – $20.00 per square foot on an annual basis for a full service lease, plus pass through expenses estimated at $5.00 per square foot. Tenant is also responsible for phone, data and security alarm.

Genaro "Chip" Iglesias
Deputy Mayor

MEMORANDUM

(Revised)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: February 20, 2013

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

SUBJECT: Agenda Item No. 14(A)(3)

Please note any items checked.

_____	**"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**
_____	**Ordinance creating a new board requires detailed County Mayor's report for public hearing**
_____	**No committee review**
_____	**Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) to approve**
✓	**Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 14(A)(3)
2-20-13

RESOLUTION NO. _____

RESOLUTION APPROVING TERMS OF AND AUTHORIZING EXECUTION BY COUNTY MAYOR OR MAYOR'S DESIGNEE OF A LEASE AGREEMENT IN THE DORAL AREA, WITH DORAL P1 PHASE, LLC, A DELAWARE LIMITED LIABILITY COMPANY, FOR PREMISES TO BE UTILIZED BY THE MIAMI-DADE POLICE DEPARTMENT AS ADMINISTRATIVE OFFICES, WITH A TOTAL FISCAL IMPACT TO THE COUNTY ESTIMATED TO BE $781,037.60 FOR THE INITIAL FIVE-YEAR TERM OF THE LEASE AND THE ADDITIONAL FIVE-YEAR RENEWAL OPTION PERIOD; 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 terms of the Lease Agreement between Miami-Dade County and Doral P1 Phase, LLC, a Delaware Limited Liability Company, for premises to be utilized by the Miami-Dade Police Department as administrative offices, with a total fiscal impact to Miami-Dade County estimated to be $781,037.60 for the initial five-year term of the lease and the additional five-year renewal option period, 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:

Rebeca Sosa, Chairwoman
Lynda Bell, Vice Chair

Bruno A. Barreiro	Esteban L. Bovo, Jr.
Jose "Pepe" Diaz	Audrey M. Edmonson
Sally A. Heyman	Barbara J. Jordan
Jean Monestime	Dennis C. Moss
Sen. Javier D. Souto	Xavier L. Suarez
Juan C. Zapata	

The Chairperson thereupon declared the resolution duly passed and adopted this 20th day of February, 2013. 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. GBK

Geri Bonzon-Keenan

LEASE AGREEMENT

This "LEASE AGREEMENT" made on the day of , 2012, by and between DORAL P1 PHASE LLC, a Delaware Limited Liability Company, 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:

> 3,141 rentable square feet of air-conditioned and heated office space, located at the Building, , Doral, Florida 33166, as more particularly described in the floor plan attached hereto as Exhibit 1, the "Demised Premises"
>
> The Building's square footage is 112,726 of air-conditioned office space of which 2,731 square feet of usable square feet is to be occupied by TENANT as the Demised Premises. The building's ratio of rentable square footage to usable square footage in the Building is presently 15% (the "Factor"), which results in a rentable square footage in the Premises of 3,141.

TO HAVE AND TO HOLD unto the said TENANT for a term of five (5) years plus one (1) five-year renewal option period as per Article XXII, commencing on the date that the LANDLORD achieves substantial completion of alterations, in accordance with Article XXI (the "Commencement Date") and terminating on the last day of the month that is five (5) years thereafter, for and at a total base rental of Fifty-Nine Thousand Six-Hundred Seventy-Nine Dollars and 00/100 ($59,679.00) for the first year, payable in twelve (12) equal monthly installments of Four-Thousand Nine-Hundred Seventy-Three Dollars and 25/100 ($4,973.25), payable in advance on the first day of every month to Doral P1 Phase LLC, C/O CM Doral Buildings LLC, P.O. Box 534649 Atlanta, Georgia 30353-4649, or at such other place and to such other person as LANDLORD may from time to time designate in writing. The annual

base rental for each of the second through the fifth lease years of the initial lease term, and any subsequent year of the renewal option period, shall be adjusted as per Article XVII, "Rent Adjustment" of the Lease Agreement.

The October monthly installment rental payment for each year will be processed by the County after the close of the County's fiscal year on September 30. Therefore, October's payment may be delayed each year and LANDLORD is so acknowledging this fact without penalty to TENANT.

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

Subject to the provisions of ARTICLE XXI, "Improvements of the 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 this Lease Agreement.

ARTICLE III
UTILITIES

LANDLORD, during the term hereof, shall pay all charges for electricity, water, and 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:

Plumbing and electrical lines, fixtures, and equipment;
Halls, stairways, elevators, lavatories;
Flooring, walls and ceiling;
Air-conditioning and heating equipment, as referenced in Exhibit "2" attached hereto;
Janitorial and custodial services, as referenced in Exhibit "3" attached hereto;
Roof, roof leaks and all other structural elements of the building;
Windows, doors, and frames;
Fire equipment, including inspection as required by applicable fire codes;
Electrical, mechanical, utility and plumbing systems servicing the demised premises;

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, the aforementioned maintenance services as described above.

Upon 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 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. 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, any 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.

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 to the extent that the Demised Premises are rendered untenantable or unfit for the purpose of TENANT and the damage cannot be repaired within one hundred eighty (180) days, either party may cancel this Lease Agreement by giving written notice to the other within thirty (30) days after the date of such damage or destruction. In the event of cancellation under this Article, neither party shall be responsible to the other party for any expense associated with the cancellation, and TENANT shall only be liable to LANDLORD for such rents as may be due as of the date of such fire, windstorm, or other casualty.

If neither party shall exercise the foregoing right of cancellation within thirty (30) days after the date of such damage or destruction, LANDLORD shall cause the building and demised premises to be repaired and placed in good condition within one hundred eighty (180) days following the date of casualty, time being of the essence. If the LANDLORD'S repairs are not completed within one hundred eighty (180) 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; provided however that, if LANDLORD substantially completes the repairs within ten (10) days after receipt of TENANT's notice, then such termination shall be null and void and the Lease Agreement shall remain in full force and effect. TENANT shall not be liable for rent during such period of time as the demised premises are 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 and recognizes, that all common areas are to 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 the requirements of Section 255.21 of the Florida Statutes 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.

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 and subject to LANDLORD's prior reasonable approval, 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 signage 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 building because of or due to said signs shall be satisfactorily corrected or repaired by TENANT. Signs are limited to the building's standard directory and standard door sign; no exterior signs should be placed outside the building.

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 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, or any extension or renewal thereof.

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 solely 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

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 $200,000, or any claim or judgments or portions thereof, which, when totaled with all other occurrence, exceeds the sum of $300,000 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 shall not assign this Lease Agreement or any part thereof or sublet all or any part of the demised premises without prior written consent of LANDLORD, which shall not be unreasonably withheld. Any assignment or subletting consented to by LANDLORD shall be evidenced in writing in a

form acceptable to LANDLORD.

ARTICLE XVI
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 XVII
RENT ADJUSTMENT

Commencing on the first anniversary of the Commencement Date, and continuing on each annual anniversary date of the Commencement Date thereafter, the base rent for each twelve-month period during the term of this Lease Agreement, shall be computed by multiplying Fifty-Nine Thousand Six-Hundred Seventy-Nine Dollars and 00/100 ($59,679.00) by a fraction whose numerator shall be the Consumer Price Index (CPI) for the month which is two months prior to the end of such twelve-month period and whose denominator shall be the Consumer Price Index (CPI) for the month which is two months prior to the commencement date of the Lease Agreement. For purposes hereof, the Consumer Price Index to be used shall be the National Consumer Price Index for all Wage Earners & Clerical Workers, U.S. City Average (All items: 1982-84=100) issued by the U.S. Department of Labor, Bureau of Labor Statistics or any successor agency of the United States that shall issue indexes or data of similar type. In no event shall the rent adjustment exceed three percent (3%) per annum or be less than the rent for the immediately preceding year.

ARTICLE XVIII
NOTICES

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

TENANT:
Internal Services Department
Real Estate Development Division
111 N.W. First Street, Suite 2460
Miami, Florida 33128

LANDLORD:
Doral P1 Phase LLC
C/O Flagler Real Estate Services, LLC

Doral, Florida 33166
Attn: Downtown Doral Property Manager

WITH A COPY TO:

CM Doral Buildings, LLC
C/O Codina Partners
135 San Lorenzo Avenue, Suite 750
Coral Gables, Florida 33146
Attention: Ana-Marie Codina Barlick
Vice President

AND WITH A COPY TO:

Doral P1 Phase LLC
c/o J. P. Morgan Asset Management
Real Estate
270 Park Avenue, 7th Floor
Mail Code NY1-K150
New York, New York 10017
Attn: Joseph B. Dobronyi, Jr.
Executive Director

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 XIX
AD VALOREM TAXES

TENANT agrees to pay TENANT's pro-rata share, as hereinafter defined, of any and all increases in Ad Valorem Taxes imposed and assessed against the land and the building, as hereinabove specified, in excess of the Ad Valorem Taxes for the base calendar year 2012, as additional rent/common area maintenance fee. LANDLORD agrees to provide TENANT a true copy of the aforesaid tax bill, and to

provide the tax bill for each subsequent year during the term of this Lease Agreement, and TENANT agrees to pay LANDLORD the TENANT's pro-rata share on increases as aforesaid, in Ad Valorem Taxes within thirty (30) days after delivery of said tax bill to TENANT. TENANT's pro-rata share will be calculated by dividing the 3,141 square feet of the leased premises by the square footage of the building which is 112,726 net rentable square feet, which equals 2.8%.

ARTICLE XX
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. INDOOR AIR QUALITY. LANDLORD shall at all times maintain the Heating, Ventilating, and Air Conditioning System (HVAC) and shall perform at least the minimum periodic preventive maintenance on the HVAC system equipment as specified in the attached Exhibit "A" "HVAC System Preventive Maintenance For Leased Space" applicable to TENANT premises.

B. WATER QUALITY. LANDLORD shall, prior to occupancy by TENANT and following any build-out, changes, or repairs by LANDLORD involving the plumbing system, have the drinking water sampled and tested for lead by a recognized Testing Laboratory. Results of such tests shall not exceed the EPA standard for lead in drinking water of 15 PPB. The drinking water test shall be paid for by LANDLORD and the original test results shall be furnished to TENANT.

C. 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.

D. NOTICE OF RENOVATION OPERATIONS. LANDLORD shall act to prevent the degradation of indoor air quality during any building renovation, remodeling, and similar activities that could allow off-gassing from embodied chemicals in construction materials, furniture, or equipment into spaces occupied by and common areas used by TENANT. LANDLORD and its designated contractor will use only nontoxic paint or other surface coatings and will cause the space to be continuously ventilated with outside air to prevent the build-up of chemical gases from construction materials, carpet, carpet glues, or other emissive materials during the build-out or renovation of the demised space.

E. Radon gas is a naturally occurring radioactive gas which, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon gas that exceeds Federal and State guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your County Health Department. TENANT acknowledges this disclosure by signing this Lease Agreement.

ARTICLE XXI
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 provide a "Turn Key" build-out to include all partitions and preparing the Demised Premises (collectively, "Landlord's Work") as per Plan provided by LANDLORD and approved by TENANT, entitled "Miami-Dade County," copies of which are initialed by the parties hereto and incorporated herein by this reference as Exhibit "1" LANDLORD's architect shall prepare and provide Working Drawings and specifications for Landlord's Work for the interior of the Demised Premises based on Exhibit "1." Working Drawings and specification for Landlord's Work must be approved in writing by LANDLORD and TENANT prior to the performance of any of the Landlord's Work in the Demised Premises. Within thirty (30)

days after the delivery by TENANT showing the approximate layout of the interior of the Demised Premises, LANDLORD shall cause to be prepared by LANDLORD's architect indicating the specific requirements of the Demised Premises. All Working Drawings shall be prepared in accordance with applicable governing codes and ordinances. LANDLORD shall provide at its cost all necessary permits for Landlord's Work. LANDLORD shall provide at its cost and expense the permanent Certificate of Occupancy (or its applicable equivalent).

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
3. to make changes as required by the local building department in order to obtain a building permit or Certificate of Occupancy.

B. LANDLORD shall use all commercially reasonable efforts to achieve and substantially complete all work and improvements as set forth in the Plans within one hundred twenty (120) calendar days of the issuance of a building permit. Issuance of a Certificate of Occupancy shall determine when substantial completion has occurred, and shall so notify both parties hereto. 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. TENANT has the right to inspect the premises during construction, and all work

which is reasonably unsatisfactory to TENANT must be corrected or repaired at LANDLORD's expense.

D. If any delays by TENANT result in a delay in substantial completion, then substantial completion (and the Commencement Date) shall be the date that LANDLORD would have achieved substantial completion, but for TENANT's delays.

ARTICLE XXII
OPTION TO RENEW

Provided this Lease Agreement is not otherwise in default, TENANT, through its County Mayor or the County Mayor's designee, is hereby granted the option to extend this Lease Agreement for one (1) additional five (5) year renewal option period upon the same terms and conditions, except that the rental rate shall be adjusted as per the Consumer Price Index, (CPI) not to exceed three percent 3% on an annual basis, by giving LANDLORD notice in writing at least 120 days prior to the expiration of this Lease Agreement.

TENANT's failure to give the renewal notice by said date, whether due to TENANT's oversight or failure to cure any existing defaults or otherwise, shall render the renewal option null and void and of no further force or effect. TENANT shall be deemed to have accepted the demised premises in "as-is" condition as of the commencement of the renewal term, subject to any other repair and maintenance obligations of LANDLORD under this Lease Agreement, it being understood and agreed that LANDLORD shall have no additional obligation to renovate or remodel the demised premises or any portion of the building as a result of TENANT's renewal of this Lease Agreement. The "commencement Date" for the purpose of this Lease Agreement shall be the first day of the renewal term. Following expiration of the renewal term, TENANT shall have no further right to renew or extend this Lease Agreement.

ARTICLE XXIII
TERMINATION RIGHTS OF TENANT

TENANT, through its County Mayor or the County Mayor's designee, shall have the right to terminate this Lease Agreement after 24 months, by giving LANDLORD at least ninety (90) days' written notice prior to its effective date. In the event that TENANT exercises its right to cancel prior to the initial

five-year lease term, TENANT agrees to reimburse the LANDLORD for any unamortized build-out cost, which shall not to exceed $60,000.00. Any unamortized cost due to the LANDLORD shall be paid by TENANT prior to vacating the Demised Premises.

ARTICLE XXIV
BROKERS

The parties each represent and warrant one to the other that except as hereinafter set forth, neither of them has employed any broker in connection with the negotiations of the terms of this Lease Agreement or the execution hereof LANDLORD recognizes Codina Realty Services LLC (representing LANDLORD) as the broker with whom LANDLORD has dealt in this transaction. LANDLORD shall pay any commissions payable to such broker pursuant to separate agreement.

ARTICLE XXV
HEATING, VENTILATION, AND AIR-CONDITIONING

LANDLORD acknowledges that it is responsible for providing and maintaining, at no cost or expense to TENANT, a good, sufficient, and safe heating, ventilation, and air conditioning system to cool and heat the entire premises uniformly, and sufficient for TENANT's use of the demised premises, Monday through Friday from 8:00 a.m. to 5:00 p.m., excluding national holidays. HVAC may be provided at other times at the sole cost and expense of TENANT, paid as additional rent, at the rate of $11.00 per hour.

ARTICLE XXVI
HVAC MAINTENANCE

Without limiting the obligations of LANDLORD as set forth in ARTICLE IV of this Lease Agreement, LANDLORD shall be required to initiate and maintain a commercial HVAC system maintenance contract, or contracts, which shall call for regular maintenance and service to such systems in accordance with industry standards.

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 reasonable 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 reasonable 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 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 owed 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 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
ASSIGNMENT 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, (if any,) 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 XXXIII
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 as of the date of this Lease Agreement, a Non-Disturbance Agreement. LANDLORD and TENANT agree that the terms, conditions, and covenants contained herein shall not be altered or affected by any subsequent change in ownership of the Property by reason of foreclosure, conveyance, or otherwise, and 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 XXXIV
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 reasonable 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 XXXV
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 XXXVI
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 XXXVII
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 equivalent to one hundred twenty-five percent (125%) of the monthly rental in effect immediately prior to expiration for the first thirty (30) days of such holdover period, and one hundred-fifty percent (150%) of the monthly rental in effect immediately prior to expiration during the holdover period thereafter, 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 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 XXXIX
WRITTEN AGREEMENT

This Lease Agreement contains the entire agreement between the parties hereto related to the demised premises and TENANT's occupancy thereof, and all previous negotiations leading thereto, and it may be modified only by written instrument signed by both LANDLORD and TENANT together with a resolution approved by the Board of County Commissioners.

[THIS SPACE INTENTIONALLY LEFT BLANK]

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)

DORAL P1 PHASE LLC

WITNESS

By: CM DORAL BUILDINGS, LLC, Sole Member

WITNESS

By: CODINA DOWNTOWN DORAL, LLC
Managing Member

By: _____
Ana-Marie Codina Barlick, Vice President

(LANDLORD)

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

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

By: _____
Carlos Alvarez
County Mayor

(TENANT)

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

EXHIBIT 1

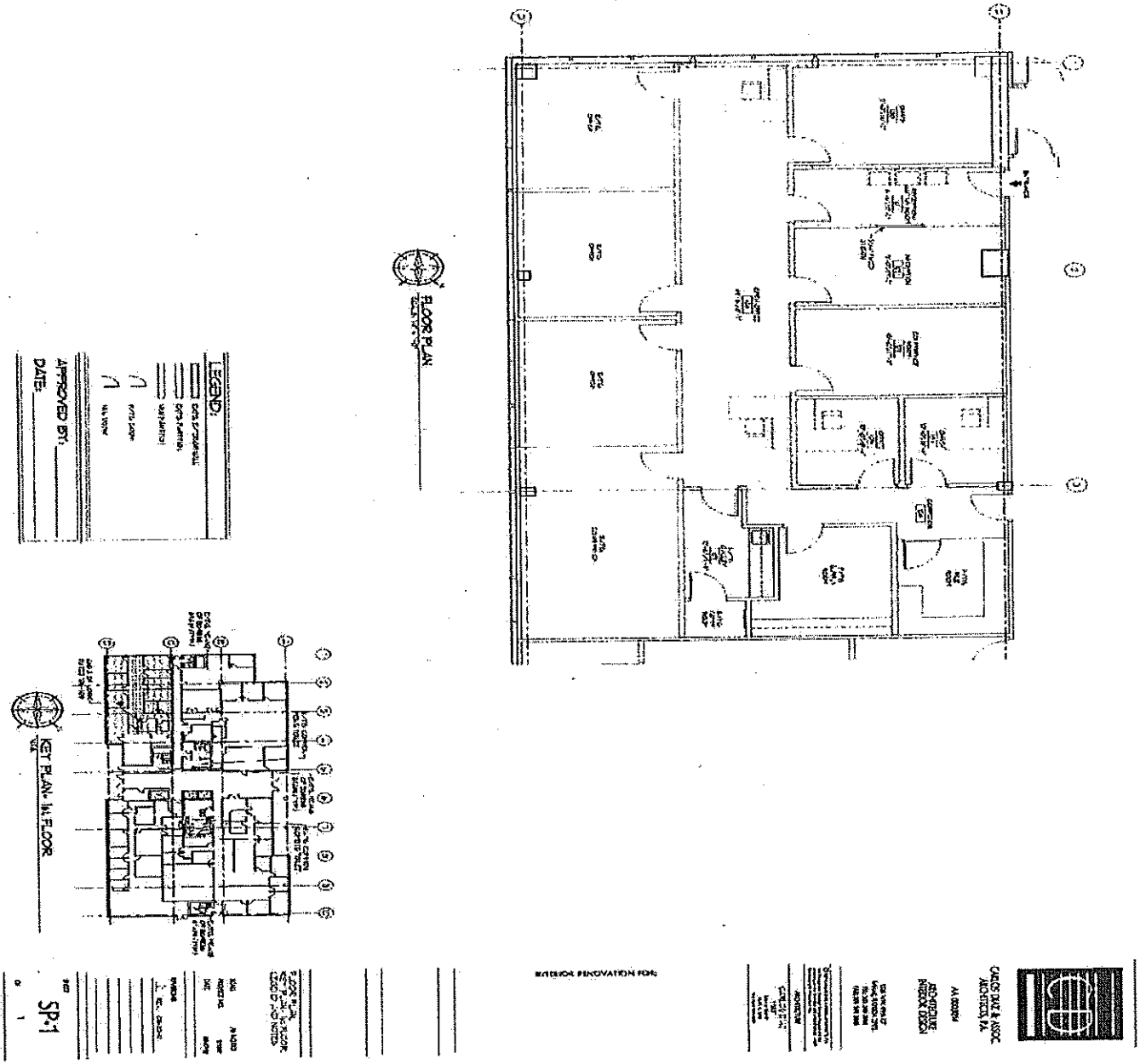

EXHIBIT 2

HVAC SYSTEM PREVENTIVE MAINTENANCE FOR LEASED SPACE

The following components are typically found in the Heating, Ventilating, and Air Conditioning (HVAC) systems in Miami-Dade County buildings; each component has the typical maintenance activity and minimum frequency noted:

I. FILTERS - Applicable to all supply conditioned air to TENANT premises:
   A. High-efficiency type (ASHRAE rated 85%) - preferred - changed every 2 years.
   B. Electrostatic antimicrobial - minimum acceptable - cleaned every 30 days.

II. OUTSIDE AIR INTAKE - applicable on all central systems:
   A. Check for cleanness and operation if motorized louvers - filter preferred - quarterly.

III. TEMPERATURE AND HUMIDITY - Temperature 73-78 degrees - Humidity 50-60%:
   A. ASHRAE generally accepted comfort zone for South Florida.
   B. Check controls and verify temperature and humidity are at or near guidelines - quarterly.

IV. AIR HANDLER - Separate type or self contained in AC package unit as applicable:
   A. Clean coils and check for leaks and loose connections - check quarterly.
   B. Lubricate fan motors and check belts - quarterly.
   C. Check air intake and exhaust - quarterly.
   D. Check fan motors for overheating and vibration - quarterly.
   E. Check structural frame for sturdiness - quarterly.
   F. Check and clean contact points in switches - quarterly.
   G. Check condensate drip pan for standing water. Clean and spray with algicide quarterly.
   H. Check, remove trash, and clean condensate drain and trap - quarterly.

V. COMPRESSOR - Separate or self-contained in AC package unit as applicable:
   A. Check for indication of leakage – quarterly or as needed.
   B. Check pressure and temperature - quarterly.

VI. PUMPS as applicable:
   A. Inspect belts for damage, tension, and alignment - quarterly.
   B. Check bearings and seals (motor and pump) - quarterly or semi-annually.
   C. Check phase voltage and impeller - yearly.

VII. COOLING TOWER as applicable:
   A. Check water level – quarterly or as necessary.
   B. Check oil level in gear reducers – quarterly or as necessary.
   C. Check for leaks and excessive noise or vibration – quarterly or as necessary.
   D. Check water quality/chemical treatment – quarterly or as necessary.

VIII. BUILDING EXTERIOR:
   A. Check for water infiltration into walls or above ceilings to prevent mold and mildew - quarterly.

IX. CEILING TILES:
   A. Check and replace any ceiling tile that shows water stains to prevent mold spores - quarterly.

X. SUPPLY AND RETURN AIR DUCTS:
   A. Remove ceiling diffuser and clean, check for visible sign of dirt around the opening or dirt coming out of duct openings on supply air diffusers - yearly. If they are dirty, then clean the ducts.

EXHIBIT 3

JANITORIAL SERVICES

The LANDLORD agrees to furnish janitorial and cleaning services as part of this Lease Agreement. This includes furnishing all cleaning/maintenance equipment and cleaning supplies as required, including but not limited to, bathroom tissue, paper towels, trash receptacle liners and hand soap (preferably liquid). All supplies are to be of good quality acceptable in the janitorial profession and of satisfactory quality suitable to the needs of personnel.

Cleaning of the facility shall be accomplished in accord with the following schedule:

a) FLOORS

Daily:	Carpeted areas - vacuum. Non-carpeted areas - dustmop - spray buff as required, remove gum and other materials, spot damp mop to remove stains or spots.
Weekly:	Non-carpeted areas - damp mop and spray buff.
Monthly:	Strip and wax lobby, waiting and tile restroom areas.
Quarterly:	Strip and wax hallway floors.
Semiannually:	Machine clean carpets in hallways. Other areas are to be cleaned, if their condition so dictates. Strip, reseal and wax with nonskid wax all normally waxed floors.
Annually:	Machine clean all carpet throughout the facility.

b) WALLS, CEILINGS, INTERIOR DOORS, LEDGES, ETC.

Weekly:	Spot clean. Clean light switch plates and surrounding wall areas. Dust windowsills, ledges, fixtures, etc.
Monthly:	Dust or vacuum HVAC registers.
Annually:	Clean all light fixture diffuses and wipe dust off light bulbs.

c) WINDOWS AND GLASS

Daily:	Spot clean entrance and vicinity glass both inside and outside.

Spot clean directory and internal glass or windows.

Semiannually: Clean inside of external windows.

d) WATER FOUNTAINS

Daily: Clean and sanitize.

e) FURNISHINGS

Semiannually: Vacuum all drapes, blinds or other window treatments.

f) TRASH AND REFUSE

Daily: Empty and clean all trash receptacles. Receptacle liners are to be used and changed as necessary.
Remove all collected trash to external dumpsters or trash containers.

In conference rooms, reception areas, etc., remove accumulated trash, paper cups, soda cans, etc.

g) RESTROOMS

Daily: Maintain in a clean sanitary condition: floors, walls, doors, stalls, partitions, shelves, sinks, commodes, urinals, bath facilities, soap and towel dispensers.

Clean and polish mirrors.

Empty and sanitize trash and sanitary napkin receptacles.

Replenish supplies of tissue, towels and soap.

Monthly: Clean ceramic tile surfaces with a strong cleaner or bleach so that tile and grout have uniform color.

NOTE: THE WASHING OF EMPLOYEE'S DISHES OR THE REFRIGERATOR IN THE LOUNGE OR KITCHEN AREAS ARE NOT REQUIREMENTS OF THIS CONTRACT.

h) EXTERIOR

Daily: Sweep outside area immediately adjacent to building entrances.
Keep parking lot and surrounding grass areas free of trash.

Empty outside trash receptacles.

Weekly: Sweep all exterior access areas, e.g., sidewalks, porches, courtyards, etc.

Perform other such services as are necessary to keep the facility clean and in a sanitary condition.
In providing of the aforementioned services:

Only actual employees of the janitorial contractor are to be admitted to the facility during and after cleaning hours. All outside doors are to be locked and janitorial staff are not to provide access to anyone into the facility. Janitorial staff, are to check exterior doors and windows to insure the facility is secure at the time of leaving the facility.

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.

A copy of the MSDS for each cleaning agent or chemical used by janitorial service shall be provided to TENANT. Only those cleaning agents or chemicals approved by TENANT shall be used in the Demised Premises.