

MEMORANDUM

Agenda Item No. 14(A)(9)

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

DATE: March 5, 2013

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

SUBJECT: Resolution approving terms of a lease agreement with Lucky Start Executive Plaza, LLC, a Florida limited liability company, and payment of expenses for premises located at 8785 SW 165th Avenue, Miami, Florida, to be utilized by Commissioner Juan C. Zapata as a district office
Resolution No. R-193-13

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Juan C. Zapata.



R. A. Cuevas, Jr.
County Attorney

RAC/smm



MEMORANDUM
(Revised)

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

DATE: March 5, 2013

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County Attorney

SUBJECT: Agenda Item No. 14(A)(9)

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)(9)
3-5-13

RESOLUTION NO. R-193-13

RESOLUTION APPROVING TERMS OF A LEASE AGREEMENT WITH LUCKY START EXECUTIVE PLAZA, LLC, A FLORIDA LIMITED LIABILITY COMPANY, AND PAYMENT OF EXPENSES FOR PREMISES LOCATED AT 8785 SW 165TH AVENUE, MIAMI, FLORIDA, TO BE UTILIZED BY COMMISSIONER JUAN C. ZAPATA AS A DISTRICT OFFICE WITH A MAXIMUM FISCAL IMPACT TO THE COUNTY NOT TO EXCEED \$560,000.00 FOR THE FOUR-YEAR TERM OF THE LEASE AND THE FOUR-YEAR RENEWAL OPTION PERIOD; AND AUTHORIZING THE MAYOR OR THE MAYOR'S DESIGNEE TO EXECUTE SUCH LEASE AND TO EXERCISE ANY AND ALL OTHER RIGHTS CONFERRED THEREIN

WHEREAS, this Board wishes to approve the terms of and authorize execution by the Mayor or the Mayor's designee of a lease agreement between the County and Lucky Start Executive Plaza, LLC, a Florida limited liability company, for premises to be utilized by Commissioner Juan C. Zapata as a district office; and

WHEREAS, the maximum fiscal impact to the County is estimated to not exceed \$560,000.00 for the four-year term and the four year renewal option period, which is comprised of total rental and tenant improvement expenses of approximately \$378,600 and total operating expenses (including lease management fees) of \$176,500.00,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. The foregoing recitals are incorporated in this resolution and are approved.

Section 2. This Board hereby approves the terms of the Lease Agreement by and between Miami-Dade County and Lucky Start Executive Plaza, LLC, a Florida limited liability company, for premises to be utilized as a district office, with a maximum fiscal impact to the County not to exceed \$560,000.00 for the four-year term of the lease and the four year renewal option period, in substantially the form attached hereto and made a part hereof. The Board hereby authorizes the Mayor or the Mayor's designee to execute same for and on behalf of Miami-Dade County and to exercise any and all other rights conferred therein.

The Prime Sponsor of the foregoing resolution is Commissioner Juan C. Zapata. It was offered by Commissioner **Juan C. Zapata**, who moved its adoption. The motion was seconded by Commissioner **Rebeca Sosa** and upon being put to a vote, the vote was as follows:

	Rebeca Sosa, Chairwoman	aye
	Lynda Bell, Vice Chair	aye
Bruno A. Barreiro	absent	Esteban L. Bovo, Jr. aye
Jose "Pepe" Diaz	aye	Audrey M. Edmonson aye
Sally A. Heyman	absent	Barbara J. Jordan aye
Jean Monestime	aye	Dennis C. Moss aye
Sen. Javier D. Souto	aye	Xavier L. Suarez aye
Juan C. Zapata	aye	

The Chairperson thereupon declared the resolution duly passed and adopted this 5th day of March, 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: **Christopher Agrippa**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

GIBL

Geri Bonzon-Keenan

LEASE AGREEMENT

THIS AGREEMENT made on the _____ day of _____, 2013 by and between LUCKY START EXECUTIVE PLAZA, LLC., 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:

The Building's square footage is 42,531 of air-conditioned office space of which 1,953 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 2,246, located at 8785 S.W. 165 Avenue, Suite 203, Miami, together with off-street parking in common with other tenants and common area facilities. TENANT shall be granted three assigned parking spaces.

TO HAVE AND TO HOLD unto the said TENANT for a term of four (4) years plus one (1) four (4) year renewal option period, commencing on the TENANT'S acceptance of leased space as evidenced by the issuance of a Certificate of Occupancy upon substantial completion of LANDLORD's Work as defined in Article XVIII below, (the "Commencement Date"), and terminating four (4) years thereafter, for and at an annual base rent of Thirty-Six Thousand Five Hundred Nineteen Dollars and 96/100 (\$36,519.96), payable in twelve (12) equal monthly installments of Three Thousand Forty-Three Dollars and 33/100 (\$3,043.33) for the first Lease year, payable in advance on the first day of every month at Lucky Start Executive Plaza, LLC., 8785 S.W. 165 Avenue, Suite 301, Miami, Florida 33193, 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 annual rental for the second through the fourth lease year of the initial lease term and any subsequent renewal option period shall be increased as per table below.

Year	Monthly Rent	Annual Rent	Per Square Foot
2	\$3,134.73	\$37,616.73	\$16.75
3	\$3,228.77	\$38,745.23	\$17.25
4	\$3,325.63	\$39,907.59	\$17.77
5	\$3,425.40	\$41,104.82	\$18.30
6	\$3,528.16	\$42,337.96	\$18.85
7	\$3,634.01	\$43,608.10	\$19.42
8	\$3,743.03	\$44,916.34	\$20.00

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.

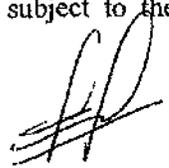
IT IS FURTHER MUTUALLY UNDERSTOOD AND AGREED BY THE RESPECTIVE PARTIES HERETO:

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

LANDLORD, at its own expense, shall cause the demised premises to be in a state of good repair and suitable for usage by TENANT at the commencement of this Lease Agreement, subject to the provisions of ARTICLE XVIII, "Improvements of the Demised Premises."



Upon completion by LANDLORD of the Landlord's Work and acceptance thereof by TENANT, TENANT hereby accepts the demised premises to be in a state of good repair and suitable for usage by TENANT.

ARTICLE III
UTILITIES

LANDLORD, during the term hereof, shall pay all charges for water and waste disposal services used by TENANT. TENANT shall be responsible for electricity 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;
- Trash and refuse disposal;
- Floor treatment and walls; (except carpet shampooing)
- Halls, stairways, elevators, and lavatories;
- Air-conditioning and heating equipment; as outlined in exhibit "B"
- Roof and roof leaks;
- Windows, doors, and frames;
- Fire equipment, including inspection as required by applicable fire codes.

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 services as described above.

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 cost from the rental payments 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 or any renewal or cancellation hereof.

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, 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 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, LANDLORD shall 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 be untenable 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 untenable, 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 rest rooms, 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 one hundred twenty (120) days of written notice by TENANT of the existence of the same, provided that, if such violations cannot feasibly be corrected within said one hundred twenty (120) days period, then LANDLORD agrees to commence such repairs within said one hundred twenty (120) 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, 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. The LANDLORD agrees that any signs substantially in conformance with the design and location of the sign depicted in Exhibit "C" hereto is approved and may be installed by the TENANT in the exterior of the Building. Exterior door sign and directory sign will be as per building and landlord's standards. 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.

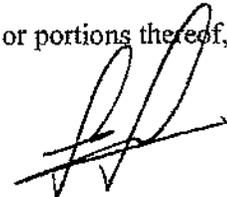
ARTICLE XIII
SURRENDER OF DEMISED PREMISES

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 negligence of the LANDLORD or negligence of 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 \$200,000, or any claim or judgments or portions thereof, which,



when totaled with all other occurrences, 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
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:

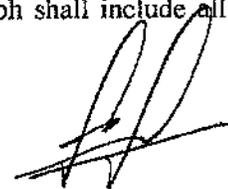
TENANT:

Miami-Dade County, Internal Services Department
Real Estate Development Division
111 N.W. First Street, Suite 2460
Miami, Florida 33128

LANDLORD:

Lucky Start Executive Plaza, LLC
8785 S.W. 165 Avenue, Suite 301
Miami, Florida 33193

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.



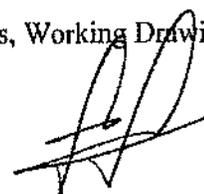
ARTICLE XVIII
IMPROVEMENTS OF THE DEMISED PREMISES

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, floor coverings, electrical, plumbing, ceiling tiles, doors, kitchen and equipment, and preparing the Demised Premises for TENANT'S initial occupancy (collectively, "Landlord's Work") all in accordance with the Plans, Working Drawings and specifications to be prepared by LANDLORD's architect and approved by LANDLORD and TENANT, all as set forth in subsection C. below. A preliminary layout and specification of the Landlord's Work is attached hereto and incorporated herein by this reference as Exhibit "A."

B. The current build-out costs of Landlord's Work are estimated to be One Hundred Thousand Dollars and 00/100 (\$100,000.00) of which the LANDLORD shall be responsible for Forty Six Thousand One Hundred Fifty Dollars and 00/100 (\$46,150.00) (herein after referred to as the "Tenant Allowance") and the TENANT shall be responsible for Fifty Three Thousand Eight Hundred Fifty Dollars and 00/100 (\$53,850.00) (the "Tenant Contribution").

The parties agree that the Landlord's Work shall be as detailed in the Plans, Working Drawings and specifications to be approved by the LANDLORD and the TENANT as set forth in subsection C. below; therefore, the portion of the Tenant Contribution shall be reimbursed to LANDLORD as follows: (a) forty percent (40%) upon execution of the lease; (b) Twenty percent (20%) upon completion of framing; (c) twenty percent (20%) upon installation of drywall; and (d) twenty percent (20%) upon substantial completion of Landlord's Work and obtention of a certificate of occupancy. In no event shall the County be responsible for reimbursing the LANDLORD for any costs related to the Landlord's Work in excess of the Tenant Contribution.

C. LANDLORD's architect shall prepare and provide Working Drawings and specifications for Landlord's Work for the interior of the demised premises as per preliminary floor plan provided to LANDLORD by TENANT and within thirty (30) days of execution of this Lease and receipt of the initial forty percent (40%) tenant contribution payment by TENANT as indicated above. Working Drawings and specifications 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. All Plans, Working Drawings and



specifications 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 reserves the right, however:

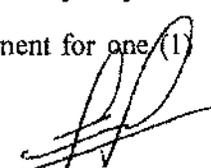
1. to substitute materials of equivalent grade and quality when and if any material specified in the Plans, Working Drawings and specifications shall not be readily and reasonably available;
2. to make changes necessitated by conditions met in the course of construction, provided that TENANT's approval 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, Working Drawings and specifications); and
3. to make changes as required by the local building department in order to obtain a building permit or Certificate of Occupancy.

D. LANDLORD shall substantially complete all work and improvements as set forth in the Plans, Working Drawings and specifications within ninety (90) calendar days of the issuance of a building permit. LANDLORD shall provide at its own cost and expense the permanent Certificate of Occupancy (or its applicable equivalent). 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, Working Drawings and specifications 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, Working Drawings and specifications. LANDLORD shall complete such Punch-List at its expense at a time mutually convenient to both parties.

E. 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.

ARTICLE XIX
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 four (4) year renewal option period upon the same terms and conditions, except that the rental rate shall be increased as indicated herein, by giving LANDLORD notice in writing at least ninety (90) days prior to the expiration of this Lease Agreement or any extension thereof.

ARTICLE XX
TERMINATION RIGHTS OF TENANT

TENANT, through its County Mayor or the County Mayor's designee, shall have the right to terminate this Lease Agreement or any portion thereof, after twenty-four (24) months, by giving LANDLORD at least ninety (90) days' written notice prior to its effective date. Shall TENANT terminate the lease prior to the expiration of the initial four (4) year term, TENANT shall reimburse LANDLORD for any unamortized portion of the build-out costs funded by the Tenant Allowance.

ARTICLE XXI
COMMON AREA EXPENSES

The TENANT agrees to pay as additional rent its proportionate share of Common Area Maintenance (CAM), estimated to be \$5.22 per square foot on an annual basis, which shall include but not be limited to, real estate taxes, insurance, parking lot maintenance, outdoor lighting and trash removal. In no event shall the Common Area Expenses exceed a three percent (3%) increase over the preceding year's common area expenses except, real estate taxes and insurance which should be billed based on the actual cost and based on the November's discounted tax rate. The annual determination of "Common Area Expenses" shall be made by LANDLORD and a certified public accountant selected by LANDLORD. The certification by the public accountant shall verify that the amounts included in the calculation of Operating Expenses were actually incurred by the LANDLORD and were based on costs that were allowable under the terms of this Lease Agreement. TENANT may review the books and records supporting such determination in the office of LANDLORD, or LANDLORD's agent, during normal business hours, upon giving LANDLORD five (5) days advance written notice within sixty (60) days after receipt of such determination, but in no event more often than once in any one year period. Prior to the actual determination thereof for a lease year, LANDLORD may from time to time estimate TENANT's



liability for "Common Area Expenses" for the lease year or portion thereof. LANDLORD will notify TENANT in writing of the amount of such estimate and TENANT agrees to pay any increase of its monthly installments of rent due as "Additional Rent" in the amount of such estimate. LANDLORD's failure to timely provide to TENANT its annual determination of Operating Expenses within 120 days following the close of a calendar year shall constitute a waiver and/or forfeiture of LANDLORD's right to Additional Rent for the calendar year at issue.

ARTICLE XXII
OPTION TO TAKE SPACE IN BUILDING

Provided this Lease Agreement shall be in full force and effect and TENANT shall not be in default in the payment of rent beyond any curative period, TENANT shall have the option from time to time to lease any part of LANDLORD's available space in the building upon the same then-current terms and conditions as the space initially leased by notifying LANDLORD in writing.

LANDLORD shall, at LANDLORD's costs provide to TENANT improvements equivalent to or better than LANDLORD'S WORK, as defined in ARTICLE XVIII and Exhibit "A," and deliver to TENANT possession of such space in the manner provided herein within ninety (90) days from such notice or such other date of occupancy in TENANT's notice.

ARTICLE XXIII
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 with TENANT's use of the demised premises.

ARTICLE XXIV
JANITORIAL SERVICES

TENANT, at its sole cost and expense, shall perform or cause to be performed in the demised premises, on each work day during the term of this Lease Agreement or any extension thereof, the janitorial services with respect to the demised premises.



ARTICLE XXV
PARKING AND GROUNDS

TENANT shall have the right to use the entire ground areas and the entire parking lot, to be shared in common with other tenants. TENANT shall be granted the use of three (3) designated parking spaces.

ARTICLE XXVI
CONDITIONS PRECEDENT TO COMMENCEMENT OF TERM

The following conditions precedent must be satisfied prior to the Commencement Date:

A. TITLE: LANDLORD must own and hold fee simple title, without encumbrance, conditions, restrictions, or exceptions, except for encumbrance that LANDLORD has provided to TENANT for non-material matters which do not adversely and materially affect the use and enjoyment of the premises in the manner contemplated by TENANT.

B. VACANT POSSESSION: LANDLORD must deliver vacant possession of the demised premises.

C. PERMITS: LANDLORD shall obtain a Certificate of Occupancy for TENANT in order to allow TENANT to utilize all of the demised premises.

D. NON-DISTURBANCE AND FUNDING AGREEMENT: LANDLORD shall have obtained a Non-Disturbance Agreement from all lenders as provided in ARTICLE XXXIV. In addition, LANDLORD agrees to set aside and fund the costs of LANDLORD'S WORK as set forth in ARTICLE XXXV within thirty (30) days of Lease Agreement approval by the Board of County Commissioners.

E. APPROVAL OF PLANS: TENANT'S Plans, Specifications, and Working Drawings, and Sign Drawings have been completely approved by LANDLORD and written evidence thereof shall have been received by TENANT within thirty (30) days of Lease Agreement approval.

F. GOVERNMENTAL APPROVAL: This Lease Agreement shall be authorized and approved by the appropriate authorities of Miami-Dade County.

G. LANDLORD'S WORK: Landlord's Work ("Work") shall commence upon issuance of the required building permits, and said Landlord's Work shall be completed within ninety (90) days of the commencement of the Landlord's Work or 90 days from the issuance of the required building permits, whichever is earlier. However, if after the building permits are issued, an act or the failure to act of any public governmental agency or entity or an act of God causes the completion date of the Landlord's



Work to be delayed after such ninety-day deadline, LANDLORD shall not be deemed to be in default of this agreement, so long as the act or failure to act of the public governmental agency or entity was beyond the reasonable control and without the fault of the LANDLORD and LANDLORD diligently pursues completion of Landlord's Work in an expeditious manner.

ARTICLE XXVII
CONSTRUCTION

A. PLANS: In the event of any conflict or ambiguity between the terms of the Lease Agreement and the approved Plans, Working Drawings and specifications, the approved Plans, Working Drawings and specifications shall be paramount and controlling.

B. ACCEPTANCE OF LANDLORD'S WORK: LANDLORD acknowledges that TENANT's entry in the demised premises and commencement of rent shall be deemed an acceptance of LANDLORD'S WORK by TENANT, provided, however, that LANDLORD shall remain liable for:

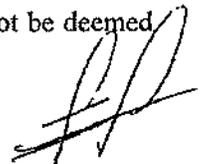
1. LANDLORD's construction and repair obligations;
2. Latent defects;
3. "Punch-List" items;
4. Governmental requirements; and
5. Other representations of LANDLORD as set forth in this Lease Agreement.

ARTICLE XXVIII
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 XXIX
FORCE MAJEURE

TENANT and LANDLORD shall be excused for the period of any delay and shall not be deemed



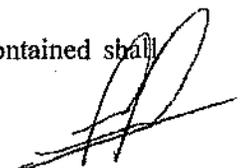
in default with respect to the performance of any of the non-monetary terms, covenants, and conditions of the Lease Agreement when prevented from so doing by cause or causes beyond TENANT's or LANDLORD's control, excluding filing of bankruptcy, but which shall include, without limitation, all labor disputes, 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 XXX
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 thereafter bring an action for damages, termination, and/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 XXXI
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 XXXII
DEFAULT OF TENANT

If TENANT shall violate or fail to perform any of the 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 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 XXXIII
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, 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 XXXIV
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



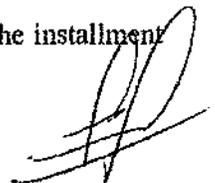
Agreement"). If LANDLORD shall so fail to obtain a Non-Disturbance Agreement from any ground lessor, holder of any mortgage, or underlying lessor, then the parties recognize that this Lease Agreement shall be and remain superior to any such ground lease agreement, underlying lease agreement, and/or mortgage 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 herein 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 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 XXXV
SET-ASIDE FUNDS

LANDLORD acknowledges that it has irrevocably earmarked and set aside available funds to complete all of LANDLORD'S WORK, to be exclusively used for the performance until completion of LANDLORD'S WORK, and agrees to so use the funds to perform, comply with, and abide by all the stipulations, agreements, conditions, and covenants of this Lease Agreement on LANDLORD's part to be performed in order to place TENANT in the exclusive possession of the demised premises.

ARTICLE XXXVI
RESPONSIBILITY FOR DAMAGE TO DEMISED PREMISES

If TENANT shall fail to perform its obligations under ARTICLE XXIV "Maintenance and Janitorial Services" after thirty (30) days' written notice from LANDLORD, then LANDLORD shall have the right to make such repairs or replacements and any reasonable cost so incurred by LANDLORD shall be paid by TENANT, in which event such cost shall become additional rent payable with the installment



of rent next becoming due under the terms of this Lease Agreement.

ARTICLE XXXVII
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 XXXVIII
ESTOPPEL CERTIFICATES

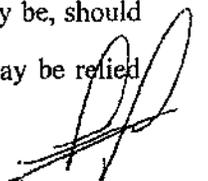
LANDLORD and TENANT agree, at any time and from time to time, upon not less than thirty (30) business days prior written notice by such party, to execute, acknowledge, and deliver to the other a statement in writing:

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 XXXIX
AMENDMENT

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

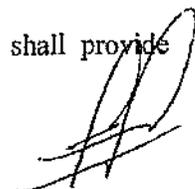
ARTICLE XL
ENVIRONMENTAL QUALITY

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 "HVAC System Preventive Maintenance For Leased Space" applicable to TENANT premises.

B. WATER QUALITY. LANDLORD shall, prior to occupancy by TENANT and following any buildout, 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 buildout or renovation of the demised space.

ARTICLE XLI
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 XLII
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 XLIII
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)

LUCKY START EXECUTIVE PLAZA, LLC
a Florida Limited Liability Company

WITNESS



WITNESS

By:


Jorge Fernandez
President

(LANDLORD)

(OFFICIAL SEAL)

ATTEST:

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

HARVEY RUVIN, CLERK

By:

Deputy Clerk

By:

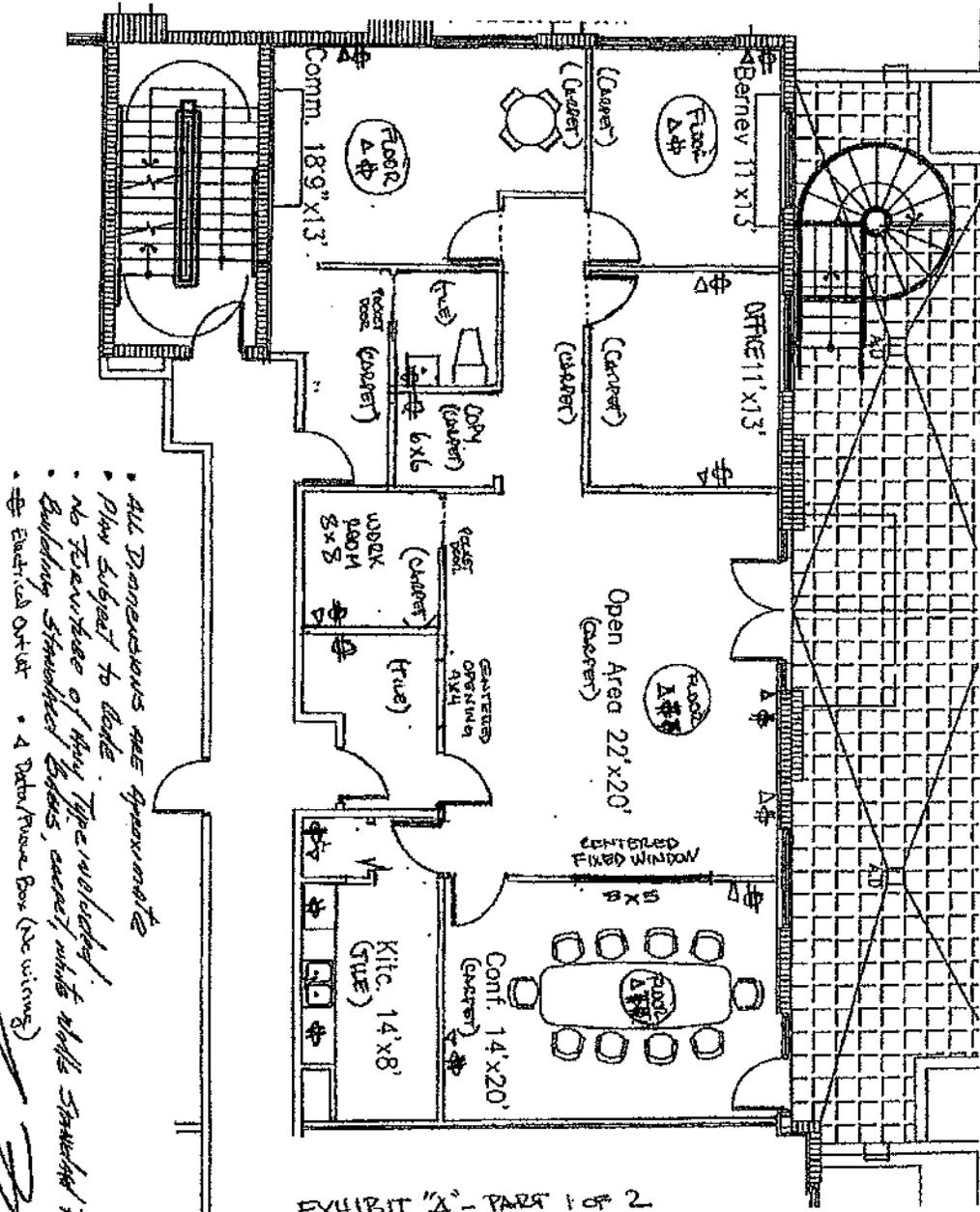

Carlos A. Gimenez
Mayor

(TENANT)

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



Exhibit "A"



- All Dimensions are Approximate
- Plan Subject to Change
- No Responsibility of Any Type is Accepted
- Building Structural Elements, e.g., walls, columns, trusses
- Electrical Outlets • A Data/Rogue Box (see wiring)

[Handwritten signature]

EXHIBIT "A" - PART 1 OF 2
 LUCKY START EXECUTIVE PLAZA
 BLDG. #2 - SUITE 203 - COMMISSIONER ZAPATA
 PRELIMINARY LAYOUT (26-FEB-2013)

[Handwritten signature]

EXHIBIT "A" – Part 2 of 2
SPECIFICATIONS AND SCOPE OF WORK
LUCKYSTART EXECUTIVE PLAZA
BLDG.#2 – SUITE 203 – COMMISSIONER ZAPATA'S OFFICE
***** R E V I S E D on FEBRUARY 28, 2013 *****

- Improvements based on Building Standard Basis: Carpet, Standard Fixtures and drop ceiling, and one color for all walls.
- Dimensions on preliminary layout are approximates
- Reception/Waiting Area with 4x4 ft Opening in wall towards Open Area
- Three (3) Private Offices
- Open Area
- Open Copy Area and Work Room with Pocket Door
- Conference Room with Fixed Window (8'x5') in wall towards Open Area
- Private Restroom (Toilet & Sink w/pedestal) with Pocket Door
- Kitchen Area
- Kitchen Cabinets (Top and Bottom) in mlca and Countertop in solid surfacing acrylic (Std. Colors) with 4in-backsplash
- Stainless Steel Appliances for kitchen: Model and style to be proposed by Commissioner, not to exceed \$2,500 in total.
- 16"x16" Std. Commercial Tile in Reception, Bathroom and Kitchen
- Carpet in Offices, Work Room, Open Area, Copy, Hallway and Conference Room.
- Private/Alternative Entrance
- Closet within Kitchen with Vented bi-fold doors
- Electrical Outlets and Data/Phone Boxes: quantity and location as per preliminary plan (Two multiple outlets on the Floor in Open Area and Conference Room and Two standard outlets on the floor in Commissioner and Chief of Staff office)
- Data/Phone Boxes: No wiring provided
- No furniture of any kind included

Note: Additional work or changes in orders may result in additional charges to Tenant.

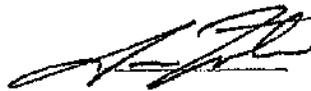




EXHIBIT "B"

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 - monthly.
- 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 - monthly.
 - 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 - minimum monthly - prefer weekly.
 - B. Check oil level in gear reducers - monthly.
 - C. Check for leaks and excessive noise or vibration - monthly.
 - D. Check water quality/chemical treatment - monthly.
- 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.