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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

Agenda Item No. 8(F)(5)

Date: December 3, 2013

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

From: Carlos A. Gimenez
Mayor

Subject: Lease Agreement with Dade Corners Plaza, Inc., for Commissioner Barbara J. Jordan's District Office located at 2780 N.W. 167 Street, Miami Gardens, Florida 33054 - Lease No. 34-2116-004-0010-L01

Resolution No. R-977-13

Recommendation
It is recommended that the Board of County Commissioners (Board) approve the attached resolution authorizing the execution of a Lease Agreement between the County and Dade Corners Plaza, Inc. (Landlord), for Commissioner Barbara J. Jordan's District Office located at 2780 N.W. 167 Street, Miami Gardens, Florida 33054. More specifically, the resolution does the following:

- Authorizes the leasing of 2,600 square feet of air-conditioned commercial space; and
- Authorizes a lease term of four years, plus one additional four year renewal option period.

Scope
The property is located in County Commission District 1, which is represented by Commissioner Barbara J. Jordan.

Fiscal Impact/Funding Source
The total fiscal impact for the first year of the initial lease term will be $65,524. This amount is comprised of $44,175 in annual base rent ($16.99 per square foot), $8,532 for electricity, alarm monitoring, phone and data, $7,800 for common area maintenance, $3,250 for janitorial and custodial services, and a $1,767 lease management fee. The total projected fiscal impact for the initial four-year lease term, plus the additional four-year renewal option term is estimated to be $550,041. The funding source is the General Fund.

Track Record/Monitoring
The County has no record of negative performance issues with the Landlord, Dade Corners Plaza, Inc. Margaret Araujo, Chief Real Estate Officer in the 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 Agreement and exercise all other rights conferred herein.

Background
Commissioner Barbara J. Jordan's district office has been at this location since 2005, with the original lease between the Landlord and the County approved by the Board through R-371-05.

Additional lease details are as follows:

COMPANY PRINCIPALS:	Jorge Almirall, President/Director Jose Almirall, Treasurer/Secretary/Director Isidro Almirall, Corporate Director Allen Steinberg, Director Roger Rand, Director
JUSTIFICATION:	Commissioner Jordan has a need to continue utilizing this facility as her District Office.

LEASE TERM:	Four years, plus one additional four-year renewal option period.
EFFECTIVE DATES:	Commencing on the first day of the month following the effective date of the resolution approving the Lease Agreement, and terminating four years thereafter.
RENTAL RATE:	The annual rent for the first through the fourth lease year of the initial lease term will be $44,175 each year, with no increase during those years, which is equal to $16.99 per square foot on an annual basis. The annual rent for the subsequent renewal option period shall be increased by three percent each year. The current annual rent is $40,068, which reflects a prior rental reduction granted by Landlord at the request of the Internal Services Department from $49,608 to $40,068 under the existing lease.
LEASE CONDITIONS:	The Landlord is responsible for water and sewer, trash disposal, maintenance of the building, common areas, air conditioning and the structure of the building. The County is responsible for electricity, janitorial and custodial services, phone, data, security, and its prorated share of the common area expenses, which in total is equivalent to $7.53 per square foot in the first year.
CANCELLATION PROVISION:	The County may cancel at any time by giving the Landlord 90 days' written notice prior to its effective date.
OTHER PROPERTIES EVALUATED:	17325 NW 27 Avenue, Miami Gardens – $21 per square foot on an annual basis for a triple net lease. The estimated cost of operating expenses is approximately, $7 per square foot on an annual basis. 17560 NW 27 Avenue, Miami Gardens – $21 per square foot on an annual basis for a modified gross lease, plus a prorated share of the building's operating expenses. The estimated cost of operating expenses is approximately, $7 per square foot on an annual basis. 19654 NW 27 Avenue, Miami Gardens – $24 per square foot on an annual basis for a triple net lease. The estimated cost of operating expenses is approximately, $7 per square foot on an annual basis.

Edward Marquez
Deputy Mayor

MEMORANDUM

(Revised)

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

DATE: December 3, 2013

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

SUBJECT: Agenda Item No. 8(F)(5)

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. 8(F)(5)
12-3-13

RESOLUTION NO. R-977-13

RESOLUTION APPROVING TERMS OF AND AUTHORIZING EXECUTION BY THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE OF A LEASE AGREEMENT BETWEEN MIAMI-DADE COUNTY AND DADE CORNERS PLAZA, INC., FOR PREMISES LOCATED AT 2780 N.W. 167TH STREET, MIAMI GARDENS, FLORIDA, TO BE UTILIZED BY COMMISSIONER BARBARA J. JORDAN AS A DISTRICT OFFICE, WITH A TOTAL FISCAL IMPACT TO THE COUNTY ESTIMATED TO BE $550,041 FOR THE INITIAL FOUR-YEAR TERM OF THE LEASE AND THE ADDITIONAL FOUR-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 Dade Corners Plaza, Inc., for the premises to be utilized by Commissioner Barbara Jordan, District 1 County Commissioner as a district office, with a total fiscal impact to Miami-Dade County estimated to be $550,041 for the initial four-year term of the lease and the additional four-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 **Lynda Bell**, who moved its adoption. The motion was seconded by Commissioner **Esteban L. Bovo, Jr.** and upon being put to a vote, the vote was as follows:

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

The Chairperson thereupon declared the resolution duly passed and adopted this 3rd day of December, 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. GBK

Geri Bonzon-Keenan

LEASE AGREEMENT

THIS AGREEMENT made on the day of , 2013, by and between DADE CORNERS PLAZA, INC., a Florida Corporation, 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 premises described as follows:

> 2,600 square feet of air-conditioned and heated office space located at 2780 N.W. 167 Street, Miami Gardens, Florida, together with off-street parking in common with other tenants.

TO HAVE AND TO HOLD unto the said TENANT for a term of four (4) years, plus one (1) four-year renewal option period, commencing on the first day of the next calendar month following the effective date of the resolution by the Board of County Commissioners approving this Lease Agreement, (the "Commencement Date") and terminating four years thereafter, for and at an annual base rent of Forty Four Thousand One Hundred Seventy Five Dollars and 00/100 ($44,175.00) for the first through the fourth lease year (Fixed Minimum Rent), payable in twelve equal monthly installments of Tree Thousand Six Hundred Eighty One Dollars and 00/100 ($3,681.25), payable in advance on the first day of every month at 2758 N.W. 167 Street, Miami Gardens, Florida 33054, or at such other place and to such other person as LANDLORD may from time to time designate in writing. The annual base rent for the four-year renewal option period shall be increased by three percent (3%).

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.

In addition to the Fixed Minimum Rent provide herein, TENANT shall pay all other sums required to be paid as provided in Article XXX "Common Area Maintenance" due and payable as additional rent.

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, and any extension or renewal thereof.

ARTICLE III
UTILITIES

LANDLORD, during the term hereof, shall pay all charges for water and waste disposal services used by TENANT. The TENANT, during the term hereof, shall pay all electricity used by the 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 installed or furnished by LANDLORD and serving the demised premises (excluding electrical fixtures within the demised premises and light bulbs);

Trash and refuse disposal;
Mechanical systems serving the demised premises;
Air-conditioning/ heating equipment installed by LANDLORD and servicing
The Demised Premises, as per Exhibit "A" attached hereto;
Roof and roof leaks affecting the demised premises;
Exterior windows, doors, and frames;
Walls and floor;
All structural elements of the Building;
All exterior common areas of the Building;
Custodial care of parking lot and landscaping servicing the Building;
Fire equipment servicing the demised premises, including inspection as required
by applicable fire codes except as set forth below with respect to fire extinguishers;

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 and any extension or renewal thereof, the maintenance and services as described above, except for damages caused by the negligence or willful misconduct of TENANT or TENANT's employees, agents, contractors, visitors, and /or invitees. LANDLORD shall use its reasonable efforts to minimize interference with use of the demised premises by TENANT during the performance thereof.

Upon the failure of LANDLORD to effect repairs or diligently pursue such repairs or services which failure materially affects TENANT's ability to occupy and use the demised premises, 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 the nature of the repairs required to be made cannot reasonably be completed within such five (5) day period, then the time within which LANDLORD must complete such repairs or services shall be extended for such additional period of time as may be reasonably necessary to complete the same under the circumstances.

TENANT shall be responsible for janitorial and custodial services for the demised premises, and shall keep the demised premises in good condition and repair, except for damage caused by fire or other casualty, and in compliance with all applicable government laws, ordinances and regulations, other than the items mentioned above for which LANDLORD is responsible. Without limiting the generality of the foregoing, TENANT shall cause all fire extinguishers to be serviced and maintained in good condition and

repair.

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 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 office furniture, equipment, 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 untenantable by reason of fire, windstorm or other casualty.

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

ARTICLE VII
DISABLED INDIVIDUALS

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

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

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

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 leased demised premises. LANDLORD agrees that TENANT may, at TENANT's expense, make such changes to the leased

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

Exterior signs will be of the design and form of letter to be first approved by LANDLORD, the cost of installation to be paid by TENANT. The TENANT shall provide all interior signs at its own expense. All signs shall be removed by TENANT at termination of this Lease Agreement and any damage or unsightly condition caused to the Building by the installation or removal of 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 leased 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 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 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
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:

Jorge I. Almirall, President
Dade Corners Plaza, Inc.
P. O. Box 560962
Miami, Florida 33256

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

LANDLORD'S WORK: Subject to the terms, conditions, and covenants of this Lease Agreement, LANDLORD, at its expense, shall complete the following improvements in the demised premises upon lease execution:

Paint the entire suite as necessary.
Replace fluorescent lights as necessary.
Clean air conditioning grills.
Replace stained ceiling tiles.

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, under the same terms and conditions set forth herein, except that the rental rate shall be increased by three percent (3%), by giving LANDLORD notice in writing at least ninety (60) 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, by giving LANDLORD ninety (90) days' written notice prior to its effective date.

ARTICLE XXI
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 demised premises uniformly, and sufficient with TENANT's use of the demised premises.

ARTICLE XXII
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, subject to TENANT's approval prior to LANDLORD's execution of said contract, which shall call for regular maintenance and service to such systems in accordance with industry standards.

ARTICLE XXIII
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.

ARTICLE XXIV
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 XXV
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 XXVI
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 XXVII
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 XXVIII
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.

ARTICLE XXIX
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 XXX
COMMON AREA MAINTENANCE

Throughout the term of this Lease, the TENANT will pay to the LANDLORD, in addition to the rental otherwise specified herein, its prorated share of Common Area Maintenance (CAM) for Dade Corners Plaza, which is due and payable as Additional rent. The Common Area Maintenance for the initial four (4) year lease term is estimated to be $3.00 per square foot on an annual basis. The prorated share of Common Area Maintenance for the four (4) year renewal option period will be based upon the actual cost of operating expenses for Dade Corners Plaza, which shall be submitted by the LANDLORD to the

TENANT.

The Dade Corners Plaza, "Common Area Maintenance" includes the costs of security, janitorial, landscaping, and garbage removal services of the Common Areas.

At TENANT's request, the LANDLORD shall furnish to TENANT a statement, subject to audit by the TENANT or TENANT's representative of the actual Shopping Center's Common Area Expenses. Shall there be a need to make an adjustment between the LANDLORD and the TENANT as the case may require to that end, then any overpayment made by the TENANT shall be credited to the TENANT's account, or the next succeeding rental payment, and if LANDLORD's Common Area Expenses exceed TENANT's payment, then the TENANT shall reimburse the LANDLORD for any deficiency, due and payable as additional rent within thirty (30) days of submittal of a bill by LANDLORD to TENANT.

ARTICLE XXXI
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 XXXII
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 demised 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 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 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 XXXIII
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 XXXIV
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 and the venue for any disputes shall be in Miami-Dade County.

ARTICLE XXXV
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.

[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.

DADE CORNERS PLAZA, INC.
a Florida Corporation

WITNESS

WITNESS

By: _____
Jorge L. Almirall
President

(LANDLORD)

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

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

By: _____
Carlos A. Gimenez
Mayor

(TENANT)

EXHIBIT "A"
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 demised 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.