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

MEMORANDUM

Agenda Item No. 14(A)(7)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: July 19, 2016

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Resolution approving lease Agreement between Miami-Dade County and American Business Continuity Domes, Inc., for the second, third, and fourth floors of the premises located at 1390 NW 14 Avenue, Miami, Florida, for a five year term with a total fiscal impact to the County estimated to be $1,418,137.26; approving the agreement between the County and the State of Florida, through the Office of the State Attorney, Eleventh Judicial Circuit of Florida, for the same property to be utilized by the Office of the State Attorney as general office space, for the nominal cost of one dollar for the five-year term of the lease, minus a day; and authorizing the County Mayor, to execute the lease and the agreement, exercise any and all other rights conferred therein, take all actions necessary to effectuate same, and to provide an executed copy of same to the Property Appraiser's Office within 30 days

Resolution No. R-730-16

The accompanying resolution was prepared by the Internal Services Department and placed on the agenda at the request of Prime Sponsor Commissioner Bruno A. Barreiro.

Cynthia Johnson-Stokes for
Abigail Price-Williams
County Attorney

APW/lmp

Memorandum

MIAMI-DADE COUNTY

Date: July 19, 2016

To: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

Subject: Lease Agreement with American Business Continuity Domes, Inc., for Property Located at 1390 NW 14 Avenue, Second, Third, and Fourth Floors, Miami, Florida; and Agreement to Sublease the Property to the State of Florida, State Attorney's Office, Eleventh Judicial Circuit
Lease No. 01-3135-013-0040 – L01

Recommendation

It is recommended that the Board of County Commissioners (Board) authorize execution of the Lease Agreement (Lease) between Miami-Dade County (County) and American Business Continuity Domes, Inc. (Landlord), a Florida for-profit corporation, for property located at 1390 NW 14 Avenue, Miami, Florida, specifically the second, third, and fourth floors of a five-story building, for use as administrative office space by the Office of the State Attorney, Eleventh Judicial Circuit of Florida (SAO). It is also recommended that the Board authorize execution of the sublease agreement (Agreement) for the same property between the County and the SAO. More specifically, the resolution does the following:

- Authorizes the lease of 9,723 square feet of air-conditioned office space, together with five (5) reserved parking spaces.
- Authorizes the sublease between the County and the SAO for the same 9,723 square feet of office space, together with five (5) reserved parking spaces.
- Authorizes a lease term of five (5) years.

Scope

The property is located in County Commission District 5, which is represented by Commissioner Bruno A. Barreiro.

Fiscal Impact/Funding Source

The total fiscal impact to the County for the first year of the lease term is estimated to be $339,304.22, which is comprised of $197,376.96 in base rent ($20.30 per square foot), $7,895.08 in lease management fees, and $134,032.18 in telephone and computer equipment and installations, electricity, janitorial services, and security equipment. The annual base rent increases by three (3) percent in Years Three through Five. The base rent includes the build-out of the property, common area maintenance, property insurance, pest extermination, water usage, and ad valorem real estate taxes.

The total fiscal impact to the County for the five-year lease term is estimated to be $1,418,137.26 (i.e., $1,023,054.18 in rent; $40,922.18 in lease management fees; $354,160.90 in telephone and computer equipment and installations, security equipment, and monthly electricity and janitorial services). The lease management fee represents four (4) percent of the annual base rent and is paid to the Internal Services Department for administration of the Lease and the Agreement.

The County is required by Article V, Section 14 of the Florida Constitution to cover the cost of the lease, maintenance, utilities, and security of facilities for the Trial Courts, Public Defender's Office, State Attorney's Office, and the Office of the Clerk of Courts. All costs associated with the Lease shall be funded from the General Fund.

Track Record/Monitor
The County has no record of negative performance issues with the Landlord. The Lease and the Agreement were prepared by the Internal Services Department's Real Estate Development Division. Linda Weber in the Internal Services Department's Real Estate Development Division is the Lease Monitor. A copy of the Lease and the Agreement will be provided to the Property Appraiser's Office within 30 days of their execution.

Delegation of Authority
This item authorizes the County Mayor or the County Mayor's designee to execute both the Lease between the Landlord and the County and the Agreement between the County and the SAO, and to exercise all other rights conferred within those documents.

Background
The SAO has communicated to the County the shortage of office space in its main location, located at 1350 NW 12 Avenue, Miami, Florida, to perform its administrative and legal functions. The current space is insufficient for holding depositions and accommodating legal proceedings. The proposed Lease and Agreement provides for the needed additional general office space. The property is conveniently located for the SAO as it is in close proximity to the SAO's main building and the nearby criminal courthouse, located at 1351 NW 12 Street, Miami, Florida. There is no County-owned space available in this area. The County, through the Internal Services Department, will be listed as the tenant of the property. The SAO will be the sub-tenant, occupying the property, with the County continuing to be responsible for the rent and certain other expenses.

Additional lease details are as follows:

COMPANY PRINCIPALS:	John Fedele, Director Peter Fedele, Director Mary F. Maguire, Director Ken Fedele, Director
LEASE TERM:	Five (5) years
EFFECTIVE DATES:	Commencing on the date the Landlord's improvements are substantially completed, which is anticipated to be approximately seven (7) months from Board approval.
RENTAL RATE:	The annual base rent for the five-year term is as follows: $197,376.96 for the first lease year and $197,376.96 for the second lease year; base rent for the third, fourth, and fifth lease years shall increase by three (3) percent per year.
LEASE CONDITIONS:	The Landlord shall pay water, sewer, and gas during the term of the Lease. The Landlord shall also be responsible for repair and maintenance of the structural portions of the leased property including, but not limited to, the roof, plumbing, flooring, HVAC, electrical systems, and elevator service. The County shall reimburse the Landlord for its proportionate share of electrical charges used by the SAO. The County shall be responsible for funding the telephone and computer equipment and installations, janitorial services, and security equipment. The Landlord expressly reserves the right to offer relocation opportunities to the County and the SAO within a four (4)

block radius of the property should the Landlord develop a different property during the term of the Lease, with any relocation occurring only with the County's prior written approval and at the Landlord's expense.

CANCELLATION PROVISION:

The County shall have the right at any time to terminate the Lease, or any portion thereof, by providing the Landlord at least 60 days' prior written notice of such termination. If the County terminates the Lease during the term, the County will be responsible for reimbursing the Landlord for the unamortized portion of the Landlord's improvements estimated at $680,610.00, ($11,343.50 per month over 60 months).

OTHER PROPERTIES EVALUATED:

Pursuant to Resolution No. R-333-15, the Internal Services Department's Real Estate Development Division conducted an in-house survey of the comparable rental values in the area of the subject property to determine the subject property's market rental value. Those findings are provided below.

1400 NW 10 Avenue, Miami - $49.00 per square foot on an annual basis. Triple net lease. The tenant is responsible for all operating costs and expenses.

1150 NW 14 Street, Miami - $30.00 per square foot on an annual basis. Lacked space, no parking or tenant improvements.

42 NW 27 Avenue, Miami - $30.00 per square foot on an annual basis. Triple net lease. The tenant is responsible for all operating costs and expenses.

Attachment

Edward Marquez
Deputy Mayor

MEMORANDUM

(Revised)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: July 19, 2016

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 14(A)(7)

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**

_____ **Statement of social equity 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)(7)
7-19-16

RESOLUTION NO. R-730-16

RESOLUTION APPROVING LEASE AGREEMENT BETWEEN MIAMI-DADE COUNTY AND AMERICAN BUSINESS CONTINUITY DOMES, INC., FOR THE SECOND, THIRD, AND FOURTH FLOORS OF THE PREMISES LOCATED AT 1390 NW 14 AVENUE, MIAMI, FLORIDA, FOR A FIVE YEAR TERM WITH A TOTAL FISCAL IMPACT TO THE COUNTY ESTIMATED TO BE $1,418,137.26; APPROVING THE AGREEMENT BETWEEN THE COUNTY AND THE STATE OF FLORIDA, THROUGH THE OFFICE OF THE STATE ATTORNEY, ELEVENTH JUDICIAL CIRCUIT OF FLORIDA, FOR THE SAME PROPERTY TO BE UTILIZED BY THE OFFICE OF THE STATE ATTORNEY AS GENERAL OFFICE SPACE, FOR THE NOMINAL COST OF ONE DOLLAR FOR THE FIVE-YEAR TERM OF THE LEASE, MINUS A DAY; AND AUTHORIZING THE COUNTY MAYOR, OR THE COUNTY MAYOR'S DESIGNEE, TO EXECUTE THE LEASE AND THE AGREEMENT, EXERCISE ANY AND ALL OTHER RIGHTS CONFERRED THEREIN, TAKE ALL ACTIONS NECESSARY TO EFFECTUATE SAME, AND TO PROVIDE AN EXECUTED COPY OF SAME TO THE PROPERTY APPRAISER'S OFFICE WITHIN 30 DAYS

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:

Section 1. This Board approves the foregoing recital and incorporates same as if fully set forth herein.

Section 2. This Board approves the lease agreement between Miami-Dade County, as Tenant, and American Business Continuity Domes, Inc., as Landlord, in substantially the form attached hereto and made a part hereof as Exhibit 1, for property located at 1390 NW 14 Avenue, Miami, Florida, specifically the second, third, and fourth floors of the building (the "Lease"), with

a total fiscal impact to the County estimated to be $1,418,137.26, for the five-year term of the Lease.

Section 3. This Board approves the agreement with the State of Florida, through the Office of the State Attorney, Eleventh Judicial Circuit, for the same property to be utilized by the Office of the State Attorney, Eleventh Judicial Circuit, as general office space (the "Agreement") in substantially the form attached to the Lease as Exhibit "C," for the nominal cost of one dollar for the five year term, minus a day.

Section 4. This Board authorizes the County Mayor or the County Mayor's designee to execute the Lease and the Agreement for and on behalf of Miami-Dade County, to exercise any and all other rights conferred therein, to take all acts necessary to effectuate same, and to provide an executed copy of the Lease and the Agreement to the Property Appraiser's office within 30 days.

Section 5. This Board directs the County Mayor or the Mayor's designee to appoint staff to monitor compliance with the transactions approved herein.

The foregoing resolution was offered by Commissioner **Dennis C. Moss**, 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:

Jean Monestime, Chairman **aye**
Esteban L. Bovo, Jr., Vice Chairman **aye**

Bruno A. Barreiro	**aye**	Daniella Levine Cava	**aye**
Jose "Pepe" Diaz	**aye**	Audrey M. Edmonson	**aye**
Sally A. Heyman	**aye**	Barbara J. Jordan	**absent**
Dennis C. Moss	**aye**	Rebeca Sosa	**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 19th day of July, 2016. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the 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.

Lauren E. Morse

OFFICE LEASE

by and between

American Business Continuity Domes, Inc.

a Florida Corporation

("Landlord")

and

Miami-Dade County

a political subdivision of the State of Florida

("Tenant")

For the benefit of: Office of the State Attorney, 11th Judicial Circuit

Dated as of

_____, 20__

Folio No.: 01-3135-013-0040

OFFICE LEASE

This Office Lease ("Lease") dated _____20__ is made between American Business Continuity Domes, Inc., a Florida Corporation, whose principal place of business is located at 2500 N.W. 39 Street, Miami, Florida 33142 ("Landlord"), and Miami-Dade County, a political subdivision of the State of Florida, whose principal place of business is located at 111 N.W. First Street, Miami, Florida 33128 ("Tenant").

LEASE OF PREMISES

Landlord hereby leases to Tenant, and Tenant hereby leases from the Landlord, subject to all of the terms and conditions set forth herein, that certain property (the "Premises"), which is further described below in *Item 4* of the Basic Lease Provisions, and as shown on the illustration attached hereto as Exhibit A. The Premises is located in the Building which is described below in *Item 2* of the Basic Lease Provisions. The Building is located on that certain land (the "Land"), which is more particularly described below in Item 3 of the Basic Lease Provisions, which includes landscaping, parking facilities and other improvements including fixtures, common areas, and appurtenances now or hereafter placed, constructed, or erected on the Land.

BASIC LEASE PROVISIONS

1. **Tenant:** Miami-Dade County
   a political subdivision of the State of Florida

2. **Building:** 1390 N.W. 14 Avenue, Miami, Florida 33125

3. **Land (Including Folio No.):** 01-3135-013-0040 - Lot Size: 9,638 square feet

4. **Premises:** 1390 N.W. 14 Avenue, 2nd, 3rd, & 4th, Floors, Miami, FL 33025
   A 5-Story Office Building

5. **Size of Rentable Area:** 9,723 square feet

6. **Size of the Building:** 14,675 square feet

7. **Base Rent:**

Period	Monthly Base Rent	Annual Base Rent	Square Foot Cost
Year 1	$16,448.08	$197,376.96	$20.30
Year 2	$16,448.08	$197,376.96	$20.30
Year 3	$16,942.33	$203,307.93	$20.91
Year 4	$17,444.68	$209,336.19	$21.53
Year 5	$17,971.35	$215,656.14	$22.18

8. **Additional Rent:** None

9. **Tenant's Pro Rata Share of Operating Costs:** None

10. **Cost for Landlord Improvements:** None. Landlord will provide Landlord Improvements as per Section 2(b)(1) of this Lease, the submitted floor plan and the layout requirements, all consistent with the floor plan and layout depicted in "Exhibit B" which is attached hereto and incorporated herein by reference. Upon completion of the Landlord Improvements, the Landlord shall provide to the Tenant an itemized list of all Landlord Improvements, with the costs associated for such Landlord Improvements, including copies of any and all invoices, receipts, release of liens, and cancelled checks. Additional work and upgrades will be completed pursuant to approved change-orders.

11. **Security Deposit:** None

12. **Base Year for Taxes:** N/A

13. **Base Year for Operating Costs:** N/A

14. **Initial Term:** Five (5) Years

15. **Lease Commencement Date:** The date the Landlord Improvements are Substantially Completed as defined below. The date on which this Lease becomes effective, as provided herein is called the "Commencement Date", as evidenced by a Certificate of Occupancy.

16. **Termination Date:** Five (5) years thereafter

17. **Right of Early Cancellation:** Tenant shall have the right to cancel this Lease Agreement, or any portion thereof, upon sixty (60) days advanced written notice to Landlord. If Tenant cancels lease within the Initial Term the Tenant will be responsible for reimbursing Landlord for the unamortized portion of the Landlord Improvements estimated at $680,610.00, which cost shall have been provided to the Tenant at the commencement of this Lease, and in accordance with this Lease, including copies of any and all invoices, receipts, release of liens, and cancelled checks.

18. **Holdover:** Month-to-Month. The Holdover rate is one hundred percent (100%) of the current Base Rent subject to the commencement of lease negotiations. If lease negotiations have not commenced, Rent, during such month-to-month tenancy, shall be the rental rate being paid during the last month of the Initial Term or any extension of the Initial Term, multiplied by one hundred three percent (103%) for the first six months, and one hundred fifty percent (150%) thereafter.

19. **Tenant Relocation:** In accordance with Section 2(e) of this Lease, the Landlord expressly reserves the right to relocate Tenant with Tenant's prior written approval, specifically the County Mayor, or County Mayor's designee, and at Landlord's expense.

20. **Broker(s)**

    Landlord's Broker: None

    Tenant's Broker: None

21. **Number of Parking Spaces:** Five (5) parking spaces, which are exclusively reserved for the Tenant.

22. **Address for Notices:**

To Landlord:
American Business Continuity Domes, Inc.
2500 N.W. 39 Street
Miami, Florida 33142
Attention: John Fedele

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

With a copy to:
County Attorney's Office
Miami-Dade County
111 N.W. First Street, 28th Floor
Miami, Florida 33128

23. **Place of Rent Payment:** 2500 N.W. 39 Street, Miami, Florida 33142

This Lease consists of the foregoing introductory paragraphs and Basic Lease Provisions (consisting of paragraphs 1 through 23), along with any and all exhibits, all of which are incorporated herein by this reference. In the event of any conflict between the information contained in the Basic Lease Provisions, and the language in the Standard Lease Provisions, which follow, the Standard Lease Provisions shall control.

STANDARD LEASE PROVISIONS

1. **LEASE GRANT**

(a) Landlord hereby leases to the Tenant that certain Premises, which is located at 1390 N.W. 14 Avenue, Miami, Florida 33125, consisting of 9,723 rentable square feet of space, located on the 2nd, 3rd, and 4th Floors of the Building, which together is shown on the illustration that is attached hereto, marked as "Exhibit A," and is included herein by reference.

(b) Landlord leases the Premises to the Tenant, and the Tenant hereby leases the Premises from the Landlord together with the right in common with others to use all appurtenances of the Building and the Land that are designated by the Landlord for the common use of tenants and others, such as sidewalks, reserved parking areas and unreserved parking areas, common corridors, elevator foyers, elevators, restrooms, vending areas and lobby areas (the "Common Areas").

(c) Tenant hereby accepts the Premises in its current "as-is" "where-is" condition, with any and all faults, except to the extent that all components shall be in good condition and in good working order as of the commencement of this Lease, and to the extent that the Landlord has agreed to make any improvements and/or repairs to the Premises, as described in this Lease.

(d) The Tenant shall have five (5) parking spaces for its exclusive use (reserved) at all times during the Term of this Lease, and therefore the Tenant, and its employees, agents, contractors, licensees, and invitees, shall be entitled to utilize such parking spaces at any time

during the normal business hours of the Building. Such parking spaces shall be contiguous to one another, and shall conform to all existing governmental codes in effect at the time of Tenant's occupancy.

(e) The Landlord hereby grants to the Tenant the non-exclusive right to use, in common with the Landlord and the other tenants of the Building and the Land, the portions of the Building and the Land intended to be used for common use, including, but not limited to parking lot areas, roads, driveways, passageways, landscaped areas, the lobby(ies), corridors, water fountains and elevator foyers.

2. **TERM**

(a) The Initial Term of this Lease shall be for a period of five (5) years, and shall commence on the date the Landlord Improvements are Substantially Completed, as defined below. The date marking the beginning of the Lease shall be the Commencement Date. The Commencement Date shall be memorialized in a Letter of Commencement sent by the Tenant to the Landlord.

(b) Prior to the Tenant taking possession of the Premises, the Landlord shall cause the Premises to be prepared for occupancy. The cost associated with any and all Landlord Improvements, as defined below, will be borne by the Landlord, unless specifically stated to the contrary herein, with an agreed upon amount for timely performing such work. "Substantially Completed" or "Substantial Completion" as that term is used herein, shall mean the date when all major construction aspects of the Premises, including, but not limited to, any remodeling work to be performed by the Landlord are completed, as evidenced by a Certificate of Occupancy, although minor items that will not interfere with the business or operation of the Tenant, as determined by the Tenant, need not be completed prior to the Commencement Date. Further, the Landlord shall secure the appropriate Certificate of Occupancy for the Landlord Improvements and the date of the completion. The Certificate of Occupancy shall serve as evidence that the work for the Landlord Improvements has been Substantially Completed.

(1) The term "Landlord Improvements" is defined as the area for "The State Attorney's Office, "Overflow Staff," where the Landlord shall be responsible for the following build-out and improvements at no cost to the Tenant, all as depicted in Exhibit B, which is incorporated herein by reference. Those improvements shall include, but not be limited to the following:

- Standard vanilla shell exterior and functional building (i.e., elevator, stairways, etc.).
- Standard building signage (specialty and specific by Tenant).
- Interior drywall partitions as per building plans approved by Tenant (Designation of offices, restrooms, and break rooms). See Exhibit B.
- Painting – one primer and one finish coat, color approved by Tenant.
- Standard flooring (carpet tile and vinyl base in offices/conference rooms, tile and vinyl base at bathroom floors, break rooms and hallways), as approved by Tenant.
- Metal frames with wood doors.
- Mechanical, electrical, lighting, plumbing and fire sprinklers per plan and code. See Exhibit B.

- Fire alarm system per code.
- Millwork package (i.e., break room, counters, copy center and reception desk only), as approved by Tenant.
- Standard commercial lockset (key system specified by the Tenant).
- Low voltage system and services (installation of electrical boxes and conduits only). Tenant shall be responsible for all low voltage wiring.
- Building exterior, landscaping and on-site parking lot paved and striped.

Tenant shall be responsible for the following:

- Security alarm and access control system, including wiring for such systems.
- Furniture package.
- Phones, internet systems and services.

(2) Upon Substantial Completion of the Landlord Improvements, the Landlord shall secure and deliver to Tenant a copy of the Certificate of Occupancy issued by the appropriate governmental entity or agency, which shall control and serve as conclusive evidence of the date that the Landlord Improvements were timely completed. Prior to securing the Certificate of Occupancy, the Landlord shall notify the Tenant, at least ten (10) calendar days in advance that the Landlord Improvements are nearing completion, so that the Tenant can prepare to occupy the Premises. The ten (10) day notice to Tenant shall be in writing, and shall require the Tenant to sign and return a copy of the notice to the Landlord. If the Tenant fails to sign and return the notice to the Landlord within seven (7) calendar days of its receipt from Landlord, the Landlord shall send a second and final written notice to the Tenant at least two (2) calendar days prior to securing a Certificate of Occupancy. Failure of the Landlord to deliver the advance notice(s) to the Tenant shall have the same effect as delaying the date for Substantial Completion by ten (10) calendar days, unless the Tenant elects to take possession of Premises sooner.

(3) It is agreed that notwithstanding any date provided in this Lease for the commencement of the Term, the Tenant's obligation to pay Rent shall not commence unless and until the Landlord Improvements are Substantially Completed, as evidenced by a Certificate of Occupancy.

(4) Taking possession of any portion or all of the Premises by the Tenant shall constitute Tenant's acceptance of the Premises, or such portion thereof as being in satisfactory condition, subject only to latent defects and deficiencies listed in writing in a notice delivered by Tenant to Landlord, within thirty (30) days of Tenant's occupancy.

(5) It is further agreed that upon this Lease being approved by the Miami-Dade County Board of County Commissioners (specifically the date of the Resolution), the Landlord shall immediately commence the work associated with the Landlord Improvements, and shall have a maximum of 210 calendar days, to have the Landlord Improvements Substantially Completed. After 210 calendar days, the Tenant may elect to either terminate this Lease, without paying any compensation to the Landlord, or receive from the Landlord the sum of One Hundred ($100.00) Dollars per day. Should the Tenant cause any delay in the Landlord completing the Landlord Improvements, then such period of delay shall not be counted against the Landlord. The Landlord must document the delay and have the Tenant sign-off, evidencing that the delay was caused by the

Tenant. An example of such delay caused by the Tenant is if the Tenant requests a different type or color of carpeting, after the carpeting was initially approved by the Tenant and installed by the Landlord.

(d) Holdover. If Tenant retains possession of the Premises after the expiration of this Lease, including any and all renewals thereof, unless otherwise agreed in writing, such possession shall automatically become one of month-to-month, and the Rent shall be one hundred (100%) percent of the then current Base Rent, subject to the commencement of Lease negotiations. If lease negotiations have not commenced, Rent during such month-to-month tenancy shall be the rental rate being paid during the last month of the Initial Term or any extension of the Initial Term, multiplied by 103% for the first six (6) months, and 150% thereafter. All of the other terms and conditions of this Lease shall remain the same, and be applicable during such holdover period.

(e) Tenant Relocation. Landlord expressly reserves the right to relocate, with Tenant's prior written approval of relocating to the new "Relocated Demised Premises." The new Relocated Demised Premises shall be within four (4) blocks of the Premises. Landlord's Relocation Notice will specify the proposed new location and configuration for the Relocated Demised Premises. Should Tenant not accept the Relocated Demised Premises, then Tenant will send written notice to that effect within fifteen (15) days after receipt of the Relocation Notice. If the Landlord received the Tenant's written notice objecting to the Relocated Demised Premises within such fifteen (15) day period, the Landlord will have the right to submit another alternative premises or continue leasing the Tenant the Premises.

Once Landlord and Tenant have accepted a Relocated Demised Premises, the Landlord shall commence and diligently pursue all steps necessary (including plan preparation in compliance with local building codes and pursuit of all necessary permits and approvals) to relocate Tenant, at Landlord's expense, to a newly constructed Relocated Demised Premises, with Tenant's approval. Should the Relocated Demised Premises consist of additional square footage over and above the square footage currently under lease, the annual Rental amount shall remain the same and not be adjusted to coincide with the additional square footage.

Tenant shall relocate to the new Relocated Demised Premises and surrender possession of the existing current Premises to the Landlord within fifteen (15) days after completion of the build-out of the newly Relocated Demised Premises and after all final inspections have been approved and/or the date the Certificate of Occupancy is issued. All costs associated with the construction, relocation and all third party out of pocket moving expenses directly incurred by the Tenant in connection with the "relocation" will be borne by Landlord.

Except as provided for herein, the new Relocated Demised Premises shall be subject to the same terms, conditions and covenants as the existing Premises approved under the current Lease Agreement on file and approved by the Board.

3. **RENT**

(a) The Tenant agrees to pay Base Rent to the Landlord for the first and second year of the Term of this Lease in the amount of One Hundred Ninety-Seven Thousand Three Hundred Seventy-Six Dollars and Ninety-Six Cents ($197,376.96), which represents Twenty Dollars and Thirty Cents ($20.30) per square foot. Base Rent for the third, fourth and fifth year of the Term shall increase by three (3%) percent per year.

Period	Monthly Base Rent	Annual Base Rent	Square Foot Cost
Year 1	$16,448.08	$197,376.96	$20.30
Year 2	$16,448.08	$197.376.96	$20.30
Year 3	$16,942.33	$203,307.93	$20.91
Year 4	$17,444.68	$209,336.19	$21.53
Year 5	$17,971.35	$215,656.14	$22.18

(b) All monthly installments of Base Rent shall be payable in advance on the first (1st) day of each calendar month during the Term hereof, with the exception of the month of October, which will be processed after the close of the Tenant's fiscal year on September 30 of each year. Base Rent for the first and last months of the Term hereof shall be prorated, if necessary, based upon the number of days during each said month that this Lease is in effect. Unless otherwise authorized in this Lease, the Base Rent shall be due and payable without notice, demand, deduction, or offset to the office of the Landlord, or to such other place as the Landlord might designate in writing. Further, the Landlord acknowledges and agrees that the Tenant is not permitted, by ordinance, to pay late fees.

(c) The term "Base Rent" or "Rent" (the terms are interchangeable in this Lease) shall, unless otherwise agreed to by the parties, as evidenced in this Lease, refer to all Rent, along with any and all charges, fees, costs, and/or expenses incurred by the Landlord in the ownership and/or operation of the Premises, the Building, and the Land, and is inclusive of any and all insurance, real estate taxes, administrative fees, common area service utilities, maintenance and repairs, and all other expenses related to the rental and use of the Premises by the Tenant.

(d) Tenant's Pro Rata Share of Operating Expenses and Taxes. No other cost, expenses and/ or fees are required to be paid by the Tenant to the Landlord, with the exception, Landlord is reimbursed by Tenant for electrical usage, see Services and Utilities 5(c).

4. **PURPOSE**

(a) The Landlord acknowledges and agrees that the Office of the State Attorney, 11th Judicial Circuit will utilize the Premises as its office location for general office use and administering laws.

(b) The Tenant shall use the Premises for general office uses, not inconsistent with the character and type of tenancy found in comparable buildings utilized by governmental agencies and/or entities. The Premises shall not be utilized for any other purpose without

the prior written consent of the Landlord, which consent shall not be unreasonably withheld.

(c) The Tenant shall not, at any time, use or occupy the Premises, or permit any act or omission in or about the Premises, in violation of any law, statute, ordinance, or any governmental rule, regulation, or order, and the Tenant shall, upon written notice from the Landlord, discontinue any use of the Premises which is declared by any governmental authority to be a violation of law. If any law(s) shall, by reason of the nature of Tenant's use or occupancy of the Premises, impose any duty upon the Tenant or Landlord with respect to the following: (i) modification or other maintenance of the Premises, or (ii) the use, alteration, or occupancy thereof, the Tenant shall comply with such law at Tenant's sole cost and expense.

(d) The Tenant shall neither suffer nor permit the Premises, nor any part thereof, to be used in any manner, nor anything to be done therein, nor suffer or permit anything to be brought into or kept therein, which would in any way: (i) make void or voidable any fire or liability insurance policy then in force with respect to the Premises, the Building, and/or the Land; (ii) make unobtainable from insurance companies authorized to do business in the State of Florida and fire insurance with extended coverage, liability, elevator, or other insurance required to be furnished by the Landlord under the terms of any lease or mortgage to which this Lease is subordinate at standard rates; (iii) cause or in the Landlord's reasonable opinion be likely to cause physical damage to the Premises, the Building, and/or the Land; (iv) constitute a public or private nuisance; (v) impair the appearance, character or look of the Building; (vi) discharge objectionable fumes, odors, or vapors into the air conditioning system of the Building, or into the Building flues or vents not designed to receive them or otherwise in such manner as may unreasonably offend other occupants of the Building; (vii) create unnecessary waste in, on or around the Premises, the Building, and/or the Land; and/or (viii) make any noise or set up any vibration which will disturb other tenants, except in the course of repair or alterations, or at other times authorized by the Landlord.

(e) The Landlord hereby acknowledges and agrees that should the Office of the State Attorney elect to cancel its agreement with the Tenant to occupy the Premises, that the use and purpose relating to the Premises shall also change, and will conform to the new subtenant that the Tenant subleases the Premises to in the future.

5. **SERVICES AND UTILITIES**

(a) Landlord shall furnish, or cause to be furnished, to the Premises the utilities and services described below, Monday through Friday (except state, county and federal holidays), subject to the conditions and standards set forth in this Lease.

(b) Water. Landlord shall be responsible for all water usage, charges and fees for the Premises.

(c) Electrical. The Premises shall be metered. Tenant shall be responsible for fluorescent and incandescent lighting, including task and task ambient lighting systems, and for normal office equipment, computers, and computer peripherals (provided they do not require any additional voltage or special electrical requirements). Tenant shall reimburse the Landlord for its proportionate share of the electrical usage. Landlord shall submit a bill

to the Tenant along with proof of supporting documents showing Tenant's usage (meter readings), and proof of payment to the electrical service provider.

(d) HVAC. Landlord shall provide Tenant with access to the HVAC system on a 24/7 basis. Landlord shall provide heating and air conditioning in season to both the Building, and the Premises, and at temperatures that are standard for comparable buildings in Miami-Dade County, or as are required by a governmental authority. Further, the Landlord hereby agrees to have the coils and vents of the HVAC system cleaned and examined on a regular basis, and no less than on a bi-annual basis.

(e) Elevator Service. The Landlord shall provide passenger elevator service to and from the Premises for the Tenant, and its agents, vendors, employees, invitees and licensees, in common with the other tenants of the Building on a 24/7 basis.

(f) Janitorial. The Tenant shall provide janitorial services to the Premises, and such services shall include daily dusting, vacuuming, empting trash and rubbish bins, cleaning and sanitizing lavatories, kitchen areas, and drinking fountains, as well as regularly replacing toilet paper and hand towels. The Landlord shall provide window washing (exterior only), light bulb replacement, landscaping and parking lot maintenance.

(g) Renovation. The Landlord, at the beginning of the Lease Term, shall paint the walls and ceiling of the Premises and replace any needed flooring including, but not limited to carpeting and/or tiles, or at minimum inspect the Premises with the Tenant to determine if any renovation work is necessary, and in addition, replace or repair any worn, damaged, or unhygienic carpeting and/or tiles, which cannot be restored by cleaning, as determined by the Landlord. Shall Tenant require additional renovation work, Landlord will provide such services to Tenant at Tenant's expense.

6. **MAINTENANCE AND REPAIRS**

(a) Landlord's Duties. Notwithstanding any other provisions of this Lease, the Landlord shall repair and maintain the structural portions of the Building, including, but not limited to, common areas of the Building, the elevator(s), plumbing, HVAC systems (including, but not limited to filters for HVAC), and electrical systems that are installed or furnished by the Landlord throughout the Building and the Premises, unless issues to the maintenance and repairs are caused by the gross negligence, or the intentional or willful act of the Tenant, its agents, vendors, employees, licensees, or invitees, in which case the Tenant shall pay the Landlord the cost of such maintenance and/or repairs, less the amount of any insurance proceeds received by the Landlord on account thereof. The Landlord shall be solely responsible for any and all damages and repairs caused by the Landlord, and/or its employees, agents and/or vendors. The Landlord shall maintain and keep in good order, condition, and repair the Building, including, but not limited to, the roof, foundations, walls, the curtain wall, including any and all glass connections, all exterior doors, exterior locks on exterior doors and windows, ballasts, plumbing, fixtures, the Building ventilation system, elevators, Building telephone systems, fire alarm systems (excluding Tenant installed alarm and security systems), the lobby(ies), the corridors, any and all flooring, including any carpeting or tile repair or replacement, electrical closets, interior portions of the Building, both above and below grade which are not covered by the Lease, pest control, landscaping, walkways, pathways, sidewalks, and the parking lot

area. The Landlord shall comply with any and all building and zoning codes, as applicable. The Landlord shall make any and all repairs within a reasonable period following receipt of notice of the need thereof from the Tenant. The Landlord shall also keep in good order, condition, and repair all Building equipment used by the Tenant in common with other tenants, and replace the same at the end of such equipment's normal and useful life. In the event that the Landlord fails to properly or timely maintain and repair the Building, the Premises, and/or the Land, the Tenant, unless otherwise described in this Lease, shall have the right, but shall not be required to do so, after sixty (60) days' written notice to the Landlord, to make any and all repairs to the Building, the Premises, and/or the Land, which the Tenant reasonably believes is necessary to timely and properly operate its business functions, and/or which present a reasonable concern for safety for the Tenant, or any of its agents, vendors, employees, licensees, or invitees, and the cost of such repairs, including materials, labor, and overhead, at Tenant's election may be invoiced to the Landlord, or such amount reduced from the Base Rent. Further, the Tenant shall have no liability to the Landlord for any damages; inconvenience or interference regarding the use or any damage to the Building, Premises and/or Land as a result of performing any such work. The Landlord shall be liable to Tenant for any injury or interference with Tenant's business arising from the failure of the Landlord within 48 hours to make any repairs, alterations, improvements in or to any portion of the Building, the Premises, and/or the Land.

(a.1) Notwithstanding the forgoing, the Landlord shall make any and all necessary repairs to the HVAC system within twenty-four (24) hours upon receiving any notice or complaint from the Tenant. Landlord will provide temporary spot coolers within 24 hours to the Tenant in the event of an HVAC outage. Should the Landlord fail to timely address the necessary repairs to the HVAC system within 48 hours, the Tenant shall be authorized to do any of the following: (i) hire a third party company to make the necessary repairs to the HVAC system, and reduce the Rent payment for the costs associated with such repair(s); (ii) utilize employees of the Tenant to repair the HVAC system, and reduce the Rent payment for the costs associated with such repair(s); and/or (iii) not occupy the Premises, and reduce the Rent by the number of days that the Premises was not utilized by the Tenant, in addition to reducing the Rent by any and all damages, such as, but not limited to, loss of business.

(a.2) In order to minimize any disruption to the Tenant's use of the Premises, the Landlord shall notify the Tenant in advance of any maintenance and/or repairs to be performed in the Premises, and/or which will affect the Premises. Upon receiving the Landlord's notice of pending repairs and/or maintenance, the Tenant shall reasonably consent to such work, and the Landlord shall proceed to construct, improve, repair and/or complete any work that is necessary to properly maintain the Premises. Any and all repairs to the Premises shall, to the greatest extent possible, be performed during non-working hours, to further minimize the impact upon the Tenant, and its employees. Should any of the Premises be unusable to the Tenant, as a result of the Landlord's repairs, the Tenant shall be entitled to Rent abatement for the period of time such repairs are undertaken.

(b) Tenant's Duties. The Tenant, at Tenant's sole cost and expense, shall, except for services

furnished or otherwise provided by the Landlord, maintain the Premises, and all trade fixtures contained therein ("within the four walls") in a safe, clean, and neat condition, and otherwise in good order and repair. The Tenant shall maintain showers, toilets, wash basins, kitchen facilities, and any supplemental HVAC system (including all plumbing connected to said system installed by or on behalf of the Tenant). Further, the Tenant shall pay for the cost of any repairs to the Premises, the Building, or the Land made necessary by any gross negligence or willful misconduct of the Tenant, or any of its agents, vendors, employees, licensees, or invitees. In the event that the Tenant fails to so maintain the Premises in good order, condition, and repair, the Landlord shall give the Tenant thirty (30) days' notice to do such acts as are reasonably required to properly maintain the Premises. In the event that the Tenant fails to commence such work within the thirty (30) day period, and diligently pursue it to completion, then the Landlord shall have the right, but shall not be required, to do such acts and expend such funds, at the expense of the Tenant, as are reasonably necessary to perform such maintenance and repairs. Landlord shall have no liability to Tenant for any damage, inconvenience or interference with the use of the Premises by Tenant as a result of performing any such work.

(c) Supplemental HVAC System. The Tenant acknowledges and agrees that whenever a special HVAC system is installed in all or part of the Premises, at the direction or benefit of the Tenant, the Tenant shall enter into a regularly scheduled preventative maintenance and service contract, at the Tenant's sole cost and expense, which contract shall be either through a third-party agent or vendor of the Tenant, or by employees of an agency or department of the Tenant, which has the appropriate and experienced maintenance and service personnel for servicing such HVAC system and equipment, and shall provide the Landlord with a copy of the same. Any third-party contract shall be subject to the Landlord's prior approval, which approval will not be unreasonably withheld or delayed. Such contract shall include, at minimum, all services recommended by the equipment manufacturer and must be effective within sixty (60) days when the supplemental HVAC system is installed. The Landlord shall maintain a copy of the manufacturer's warranty information, if any, and will cooperate with the Tenant to the extent warranty repairs are required.

7. **ALTERATIONS AND IMPROVEMENTS**

(a) The Tenant shall make no alterations, additions, and/or improvements to the Premises, or any portion thereof, without obtaining the prior written consent of the Landlord. The Tenant shall submit any such request to the Landlord at least thirty (30) days prior to the proposed commencement date of such work. Landlord may impose, as a condition to such consent, such requirements as the Landlord may deem necessary in its reasonable judgment, including the manner in which the work is performed, the times during which the work is to be accomplished, approval of all plans and specifications, and the procurement of all building permits and licenses. Further, the Landlord shall be entitled to post notices on and about the Premises with respect to the Landlord's non-liability for mechanics' liens in connection with alterations or improvements made by the Tenant, and Tenant shall not permit such notices to be defaced or removed. Tenant further agrees not to connect any apparatus, machinery, or device to the Building systems, including electric wires, water pipes, fire safety, and HVAC system, without the prior written consent of the Landlord.

(b) All alterations, improvements, and/or additions to the Premises shall be deemed a fixture, and thereby a part of the real estate and property of the Landlord, and shall remain upon and be surrendered with the Premises as a part thereof without molestation, disturbance or injury at the end of the Term of this Lease, whether by expiration or otherwise, unless the Landlord, by notice given to the Tenant, shall elect to have the Tenant remove all or any such alterations, additions, and/or improvements (excluding non-movable office walls), and in such event, the Tenant shall promptly after the termination of this Lease, remove, at its sole cost and expense, such alternations, improvements, and/or additions, and restore the Premises to the condition in which the Premises was in prior to the making of the same, reasonable wear and tear excepted. Notwithstanding the foregoing, all moveable partitions, Information Technology (IT) communication cabling and wiring, telephones, and other machines and equipment which are installed in the Premises by or for the Tenant, without expense to the Landlord, and can be removed without structural damage to, or defacement of, the Building or the Premises, and all furniture, furnishing, equipment, and other articles of property owned by the Tenant, and located in or about the Premises (all of which are herein called the "Tenant's Property") shall be and remain the property of the Tenant, and may be removed by the Tenant at any time during the Term of this Lease. However, if any of the Tenant's Property is removed, Tenant shall repair or pay the cost of repairing any damage to the Building, and/or the Premises, resulting from such removal. All additions, improvements, and/or alterations which are to be surrendered with the Premises shall be surrendered with the Premises, as a part thereof, without cost to, or compensation by, the Landlord, at the end of the Term of this Lease, or the earlier termination thereof. Tenant may remain in the Premises up to five (5) days after the Termination Date, without the payment of Rent, for the sole purpose of removing Tenant's Property. If Tenant fails to remove any of Tenant's Property after vacating the Premises, beyond the aforementioned five (5) day period, without Landlord's consent, the Landlord, at Tenant's expense, may remove and either dispose of, or store, the Tenant's Property and perform any other required clean-up and/or repairs to the Premises. Tenant, within sixty (60) days after receipt of an invoice from the Landlord, shall reimburse the Landlord for the reasonable cost incurred by the Landlord for the removal, and disposal or storing of Tenant's Property, and the clean-up and/or repair of the Premises.

(c) If the Landlord permits persons hired, retained, or requested by the Tenant (other than employees of the Tenant) to perform any alterations, improvements, and/or additions to the Premises, then prior to the commencement of such work, the Tenant shall deliver to the Landlord sufficient proof evidencing the appropriate licenses, and insurance as reasonably required by the Landlord. Any and all such insurance shall name the Landlord as an additional insured, and shall provide that the same may not be canceled or modified without thirty (30) days prior written notice to the Landlord.

(d) Tenant shall have the right, at its sole cost and expense, to install a security or burglar alarm system, fire alarm, in or about the Premises. Further, the Tenant shall also be permitted to install an antenna on the Premises or within the Building, to provide better cellular telephone reception primarily for the Tenant, and/or its employees. Plans regarding the installation of antennas or alarm systems must be submitted to the Landlord for prior review and approval.

8. **RIGHT OF QUIET ENJOYMENT**

(a) If, and so long as, Tenant pays the Rent, and keeps and performs each and every term, covenant, and condition under this Lease, the Tenant shall quietly enjoy the Premises for the term hereof, and any extension or renewal thereof, without hindrance or molestation by the Landlord, or anyone claiming by, through or under the Landlord, subject to terms, covenants, and conditions of this Lease.

(b) Landlord shall pay any and all taxes and assessments so as not to jeopardize Tenant's use and occupancy of the Premises. The foregoing notwithstanding, the Landlord shall be entitled to contest any tax or assessment which it deems to be improperly levied against the Premises, the Building, and/or the Land, so long as the Tenant's use of the Premises is not interfered with throughout the Term of this Lease.

(c) Without limiting any of its rights, the Tenant may cancel, or otherwise terminate, this Lease upon thirty (30) days' notice to the Landlord in the event that quiet enjoyment or use of the Premises is prohibited or substantially interfered with by an action or inaction of the Landlord, provided that from the date of receipt of notice from the Tenant to the Landlord, the Landlord shall have fifteen (15) days to cure the prohibition or interference affecting the Tenant's quiet enjoyment or use of the Premises.

9. **ASSIGNMENT AND SUBLETTING**

(a) The Tenant shall not permit any part of the Premises to be used or occupied by any person(s) other than the Tenant, and its employees, licensees, and invitees. Tenant shall not voluntarily, by operation of law, or otherwise, assign, sub-lease, transfer, or encumber this Lease, or any interest herein, or part with possession of all or any part of the Premises, without the Landlord's prior written consent, which shall not be unreasonably withheld; provided that the Tenant may, without Landlord's consent, assign or sub-lease the Premises to a different agency or department of the Tenant, and/or the State of Florida, including any agency or department thereof at any time, and from time to time, so long as Tenant is not in default under this Lease. Any assignment or sub-lease without the Landlord's prior written consent, as required herein, shall be void or voidable, at the Landlord's discretion, and may, at Landlord's election constitute a default hereunder, notwithstanding Landlord's acceptance of Rent payments from any purported assignee or sub-tenant.

(b) In the event of any such assignment or subletting, the Tenant shall remain fully liable for the performance of all of the terms and conditions of this Lease, unless the Landlord, in writing, consents to the Tenant being released from any further liability or responsibility under this Lease.

(c) Landlord's consent in one instance, and any other act or acts of Landlord or its agents, shall not be deemed to constitute consent to any subsequent assignment or subletting.

(d) To the extent that the Landlord's consent is necessary, the Tenant shall provide the Landlord with a copy of any proposed assignment or sub-lease of the Premises, and to the extent then available a copy of any document pursuant to which any such assignment or sub-lease may be made, at least twenty (20) business days prior to the proposed effective

date of the assignment or sub-lease. The Landlord shall approve or disapprove of the proposed assignment or sub-lease within ten (10) business days of receiving the proposed assignment or sub-lease. The failure of the Landlord to disapprove any proposed assignment or sub-lease with such ten (10) day period shall be deemed to be an approval by the Landlord of such proposed assignment or sub-lease.

(e) Notwithstanding the foregoing the Landlord hereby acknowledges that the Tenant intends to sub-lease the Premises to the Office of the State Attorney, 11th Judicial Circuit and hereby consents to such sub-lease, a copy of the Sub-lease Agreement between the Tenant and the Office of the State Attorney, 11th Judicial Circuit, is attached hereto, marked "Exhibit C" and is incorporated herein by this reference. Landlord has sole right to amounts paid in excess of Base Rent, excluding any commissions, fees or charges paid to the Internal Services Department.

10. **LIENS AND INSOLVENCY**

Tenant shall keep the Premises, the Building, and the Land free from any liens arising out of any work performed, materials furnished, or obligations incurred by the Tenant.

11. **EMINENT DOMAIN**

(a) If any part of the Premises, the Building, and/or the Land (not resulting in a total taking of the Premises, thereby causing a termination of this Lease) is taken under the power of eminent domain, or similar authority or power, or sold under imminent threat thereof, to any public or quasi-governmental authority or entity, this Lease shall terminate as to the part of the Premises so taken or sold, effective as of the date taking, or the date that delivery of possession is required, by such public or quasi-governmental authority or entity. The Rent for the remainder of the term under this Lease shall be reduced in the proportion that the Tenant's total square footage is reduced by the taking. Further, the Tenant shall be entitled to recover and keep for itself from the public or quasi-governmental authority or entity any amount(s) necessary to compensate the Tenant for any and all damages, loses, and for any other reason attributable as a result of such taking.

(b) If a total taking of the Premises, the Building, or the Land occurs, or if a partial taking or the sale of the Building, or the Land occurs, and it: (i) results in an inability of the Tenant to use the Premises for the Tenant's intended purpose, as determined by the Tenant; or (ii) renders the Building unviable or useless to Landlord or the Tenant, this Lease shall terminate, with such termination being made effective one hundred eighty (180) days after the Tenant receives notice of such taking, or when the taking occurs, whichever is sooner.

(c) All condemnation awards and similar payments shall be paid and belong to the Landlord, except any amounts otherwise described above in this Lease, in addition to any amounts awarded or paid specifically for Tenant's trade fixtures, loss of business, relocation costs, and other benefits that the Tenant is otherwise entitled to receive under the law. Nothing contained herein shall prevent or diminish the Tenant's right to deal on its own behalf with the condemning authority.

12. **ACCESS OR ENTRY BY LANDLORD**

(a) Upon twenty-four (24) hours prior written notice to Tenant (except in the event of emergency), the Landlord or Landlord's employees, and/or agents, may enter the Premises at reasonable times for the purpose of inspecting, altering, improving, or repairing the Premises, or other portions of the Building, and for ascertaining compliance by Tenant with the provisions of this Lease. Landlord certifies that Landlord and Landlord's employees and/or agents have passed a criminal background screening. Upon forty-eight (48) hours prior written notice to Tenant, contractors shall be granted access for the purposes listed above. During the course of any such inspection, the Landlord, and/or its employees, agents, and/or contractors shall be escorted by an employee of the Tenant throughout the Premises.

(b) Landlord may also show the Premises to renters, or lenders during regular business hours, and upon 48 hours prior written notice to Tenant, provided that the Landlord shall not unreasonably interfere with the Tenant's business operations, or with Tenant's use and occupancy of the Leased Premises. Landlord may show the Premises to prospective purchasers the last four months of the term of the Lease, upon 48 hours prior written notice to Tenant. During the course of any such showing of the Premises, the Landlord, the prospective renters, lenders, and/or purchasers shall be escorted by an employee of the Tenant throughout the Premises.

(c) Landlord shall repair, at Landlord's expense, and damage to the Premises resulting from the exercise of the foregoing right of access by Landlord, or any of Landlord's employees, agents and/or contractors.

13. **SIGNAGE**

(a) All signs, symbols, and logos placed on the doors or windows or elsewhere about the Premises, which are visible from outside of the Premises, or upon any other part of the Building, including building directories, shall be subject to the approval of the Landlord, which approval shall not be unreasonably withheld or delayed.

(b) The Tenant shall be entitled to have its name displayed on any and all existing Building directory, if any, and any outdoor monument sign, if any, at the Landlord's sole cost and expense; provided, however, in the event that the Tenant requests any changes to the initial display, the Tenant hereby agrees that any out-of-pocket costs incurred by the Landlord in connection with such changes shall be the responsibility of the Tenant, and shall be reimbursed by the Tenant within thirty (30) calendar days following receipt of an invoice and evidence of actual payment related thereto.

14. **INSURANCE**

(a) Landlord's Insurance. The Landlord will, during the term of this Lease, at its sole cost and expense, carry fire, windstorm, hail, flood, and extended coverage insurance on the improvements of the Premises and the Building, to the full replacement value.

(b) Tenant's Insurance. The Tenant is self-insured. Further, the Landlord hereby acknowledges that the subtenant, the Office of the State Attorney, 11th Judicial Circuit, is also self-insured.

negligence of the Landlord or negligence of its employees, agents, vendors, 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 attorneys' fees which may issue thereon. Landlord expressly understands and agrees that any insurance protection required by this Lease 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.

(b) If the Tenant's use and occupancy is materially interfered with as a result of any act or inaction by the Landlord, its employees, agents, contractors, licensees, and/or invitees, then, in addition to any other remedy, the Tenant shall be entitled to an abatement of the Rent.

(c) The Tenant shall not be liable for any damage or injury which may be sustained by any party or person in the Premises, or in the Building, or on the Land, other than the damage or injury caused solely by the gross negligence of the Tenant, its officers, employees, vendors, or agents, subject to the limitations of Florida Statutes, Section 768.28.

16. **HAZARDOUS MATERIALS**

(a) The Landlord represents and warrants to the Tenant that no Hazardous Materials, as defined below, have been located on the Premises, or have been released into the environment, or discharged, placed, or disposed of at, on, or under the Premises. The Landlord further represents and warrants that to the best of its knowledge, information, and belief, the Premises, the Building, and/or the Land have never been used as a dump for any Hazardous Materials, as defined below, and that at all prior uses of the Premises, the Building, and/or the Land have at all times complied with any and all statutes, laws, rules, and/or regulations pertaining to Hazardous Materials.

(b) The term "Hazardous Materials" shall mean any substance, material, waste, gas, or particulate matter, which at the time of the execution of this Lease or any time thereafter is regulated by any local governmental authority, the State of Florida, and/or the United States Government, including, but not limited to, any material or substance which is: (i) defined as a "hazardous material", "hazardous substance", "extremely hazardous waste", or "restricted hazardous waste" under any provision of the State of Florida and/or the United States Government; (ii) petroleum; (iii) asbestos; (iv) polychlorinated biphenyl; (v) radioactive material; (vi) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C., Section 1251, et seq. (33 U.S.C., Section 1371); (vii) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C., Section 6901 et seq. (42 U.S.C., Section 6903); (viii) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act 42 U.S.C., Section 9601 et seq. (42 U.S.C. Section 9601).

(c) The Landlord hereby indemnifies the Tenant from and against any matter related to the representation and covenant provided regarding Hazardous Materials.

Recovery Act, 42 U.S.C., Section 6901 et seq. (42 U.S.C., Section 6903); (viii) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act 42 U.S.C., Section 9601 et seq. (42 U.S.C. Section 9601).

(c) The Landlord hereby indemnifies the Tenant from and against any matter related to the representation and covenant provided regarding Hazardous Materials.

17. **DESTRUCTION OF, OR DAMAGE TO, THE PREMISES**

If the Premises, or any part thereof, or any appurtenance thereto, is so damaged by fire, casualty or structural defects, such damage or defects not being the result of any act of negligence by Tenant, or by any of Tenant's agents, employees, vendors, or invitees, that the same cannot be used for Tenant's purposes, then Tenant shall have the right at any time within ninety (90) days following damage to the Premises to elect by notice to Landlord to terminate this Lease as of the date of such notice. In the event that minor damage is sustained to any part of the Premises, and if such damage does not render the Premises unusable for Tenant's purposes, Landlord shall promptly repair such damage at the cost of the Landlord. In making the repairs called for in this paragraph, Landlord shall not be liable for any delays resulting from force majeure. Tenant shall be relieved from paying Rent and other charges during any portion of the Lease Term that the Premises is uninhabitable, inoperable, or otherwise unfit for occupancy, or use. Rent payments and other charges paid in advance for any such periods shall be credited on the next ensuing payments, if any, but if no further payments are to be made, and any remaining advance payments shall be refunded to Tenant. The provisions of this paragraph extend not only to the matters aforesaid, but also to any occurrence which is beyond Tenant's reasonable control and which renders the Premises, or any appurtenance thereto, uninhabitable, inoperable or otherwise unfit for occupancy or use.

18. **TENANT'S DEFAULT AND REMEDIES**

It shall be an "Event of Default" if: (i) Tenant fails to pay Rent, or any other charges, when such payment by Tenant is due hereunder, and such failure continues for fourteen (14) business days after receipt of written notice thereof was made to Tenant by the Landlord (with the exception for any payment due in October, as described above in Article 3, Rent); (ii) Tenant violates or fails to perform any of the other conditions, covenants, or agreements under this Lease, and such violation or failure continues for thirty (30) calendar days after written notice thereof to Tenant by Landlord, or if such default cannot be cured within such thirty (30) day period, then if the Tenant commences to cure the default within the thirty (30) day period, but fails to proceed diligently and fully cure the default within ninety (90) days; (iii) Tenant makes a general assignment for the benefit of creditors, or files a petition for bankruptcy, or other reorganization, liquidation, dissolution, or similar relief; (iv) a proceeding is filed against the Tenant seeking bankruptcy, reorganization, liquidation, dissolution, or similar relief, which would have a direct impact upon this Lease, and which is not dismissed within one hundred twenty (120) calendar days; (v) a trustee, receiver, or liquidator is appointed by a court of competent jurisdiction, for the Tenant, or a substantial part of its property and/or assets; (vi) Tenant's interest under this Lease is taken upon execution or by other process of law directed against the Tenant; (vii) Tenant mortgages, assigns (except as expressly permitted in this Lease), or otherwise encumbers Tenant's interest under this Lease.

19. **LANDLORD'S DEFAULT AND REMEDIES**

(a) Except as otherwise specified in this Lease, if the Landlord defaults in the performance of any term, condition, and/or covenant hereof, and such default continues for thirty (30) days after receipt of notice from the Tenant, or if the default cannot be reasonably cured within thirty (30) days then for a reasonable period of time thereafter up to a maximum of ninety (90) days, then the Tenant may, at its option, but subject to the other terms, condition, and covenants of this Lease, terminate this Lease upon thirty (30) days prior written notice to the Landlord. Further, Tenant also reserves the right, at its option, to cure any of the Landlord's defaults, after written notice to the Landlord, and the Landlord shall immediately (within thirty (30) calendar days) reimburse the Tenant for all costs and expenses, including, but not limited to labor and materials, or alternatively, the Tenant shall be permitted to deduct the amount for such work from the Rent.

(b) Notwithstanding anything else set forth in this Lease, in the event the Landlord defaults on any of the terms, conditions, and/or covenants of this Lease, the Tenant shall be entitled to pursue any and all remedies available to the Tenant at law, or in equity, including, but not limited to the right of Specific Performance.

20. **ATTORNEYS' FEES**

In the event either party requires the services of an attorney in connection with enforcing any of the terms, covenants, and/or conditions of this Lease, or in the event a lawsuit is brought for the recovery of any Rent due under this Lease, or for any other sum or amount, or for the breach of any term, covenant, and/or condition of this Lease, or for return of the Premises to the Landlord and/or eviction of the Tenant during the term, or after the expiration thereof, each party hereby expressly agrees to be responsible for its own attorneys' fees, and other legal costs and expenses, including, but not limited to, expenses associated with expert witnesses, whether incurred at trial, on appeal, or otherwise.

21. **CANCELLATION**

Separate and apart from any other rights granted to the Tenant to cancel or otherwise terminate this Lease, the Tenant shall have the right, at any time, without cause, to terminate this Lease by giving the Landlord at least sixty (60) days' advanced written notice of such cancellation. Upon such cancellation, this Lease shall terminate as though the cancellation date were the date originally fixed as the end of the Term of this Lease. If Tenant cancels this Lease within the initial Term the Tenant will be responsible for reimbursing Landlord for the unamortized portion of the Landlord Improvements estimated at $680,610.00 (i.e., $11,343.50 per month over sixty (60) months), so long as the Landlord had provided the Tenant, in accordance with this Lease, with a copy of any and all invoices, receipts, release of liens, and copies of cancelled checks evidencing such Landlord Improvements.

22. **TENANT'S SUBORDINATION TO MORTGAGE**

It is specifically acknowledged and agreed that by and between the Landlord and the Tenant that the Landlord may, from time to time, secure a construction loan and/or mortgage on the Premises, the Building, and/or the Land from a bank, savings and loan institution, insurance company, or other lending institution; and that this Lease is and shall be subordinate to the lien of said construction loan and/or mortgage; and the Tenant hereby agrees that it will execute such subordination and non-disturbance agreements, or other documents, as may be reasonably required

by such lending institution, provided however, that the loan documents, mortgage, and/or subordination agreement contain a provision which states that the Tenant shall not be disturbed in its possession and occupancy of the Premises during the Term of this Lease.

23. **CONDITION OF PREMISES AT TERMINATION**

(a) Upon the expiration or earlier termination of this Lease, the Tenant will quit and surrender the Premises in good order and repair, with reasonable wear and tear excepted. The Premises shall be left by the Tenant in broom swept condition. However, the Tenant shall not be obligated to repair any damage, which the Landlord is required to repair. Any and all fixtures, window treatments, keypads, and keys, at the expiration or earlier termination of this Lease, shall revert back to the Landlord.

(b) If the Tenant, after the commencement of this Lease, installed any shelving, lighting, communication cabling, supplemental HVAC systems, portable partitions, and/or any trade fixtures; and/or if the Tenant installed any signs, or other standard identification of the Tenant, then, any item, property, or fixture so installed shall be and remain the property of the Tenant, which the Tenant may remove at the expiration or early termination of this Lease, provided that in such removal the Tenant shall repair any and all damage caused to the Premises, in a good and workman-like manner. The Tenant shall not remove any fixtures, equipment, and/or additions which are normally considered in the real estate industry to be affixed to realty such as, but not limited to, electrical conduit and wiring, panel or circuit boxes, terminal boxes, central HVAC, duct work, and plumbing fixtures.

24 **NOTICES**

All notices by the Landlord or the Tenant, to the other party, shall be delivered by either hand delivery, or by a nationally recognized courier, such as FedEx, or DHL, or by the United States Postal Service, sent Certified Mail, return receipt requested, postage paid, and addressed to the party as follows:

To Tenant:	Internal Services Department 111 N.W. First Street, Suite 2460 Miami, Florida 33128 Attention: Director
with a copy to:	County Attorney's Office 111 N.W. First Street, 28th Floor Miami, Florida 33128
To Landlord:	American Business Continuity Domes, Inc. 2500 N.W. 39 Street Miami, Florida 33142 Attention: John Fedele

or to such other address as either party may designate in writing from time to time. If notice is delivered by hand, and signed by the recipient, the notice shall be deemed served on the

date of such delivery. If notice is sent by courier, or by Certified Mail, then notice shall be deemed served five (5) business days after the date the notice was given to the courier or deposited in a United States Post Office receptacle.

25. **LANDLORD'S REPRESENTATIONS AND COVENANTS**

Landlord hereby represents and covenants to Tenant that:

(a) It has full power and authority to enter into this Lease and perform in accordance with its Terms, conditions, and provisions and that the person signing this Lease on behalf of Landlord has the authority to bind the Landlord and to enter into this transaction, and the Landlord has taken all requisite action and steps to legally authorize it to execute, deliver and perform pursuant to this Lease.

(b) Landlord is the fee simple owner of the Premises, and Landlord will deliver the leasehold hereunder and exclusive possession of the Premises to the Tenant free and clear of any and all tenancies and occupancies of every nature whatsoever, whether by the Landlord, or otherwise, and subject only to the rights reserved herein to Landlord.

(c) Landlord will keep the Premises, and the Building, free and clear of any and all liens on account of any construction, repair, alternation, improvements, and/or taxes. Landlord shall keep any and all mortgage payments current and in good standing.

(d) Landlord represents and covenants as of the commencement of this Lease, the Premises will not be in violation of any federal, state, county, and municipal laws regulations, including, but not limited to any building code, environmental regulation, or other government ordinance or law. Landlord further represents and covenants that it has not received any notice of any such violation.

(e) Landlord hereby represents and covenants that the Premises now conforms to, or that prior to Tenant's occupancy in the Premises, that the Premises shall, at the Landlord's sole cost and expense, be brought into conformance with the requirements of Section 553.501, et seq., Florida Statutes, regarding "Florida Americans with Disabilities Accessibility Implementation Act," providing requirements for the physically handicapped.

(f) Landlord hereby grants the Tenant an easement for ingress/egress, access, parking, and for driveway purposes, for the Premises.

(g) Landlord hereby represents and covenants to the Tenant that the drinking (faucet) water at the Premises, and otherwise in the Building is available, and it is free of all contaminants and harmful chemicals at the time of Tenant occupancy. Landlord shall submit to Tenant at the time of occupancy a County Certified Lab Water Report.

(h) Landlord represents and covenants that there are no vermin, termites, insects, or pests of any kind or nature within the Premises, and/or in the Building. Should the Tenant find

evidence of anything to the contrary, the Landlord shall immediately rectify the situation by employing a pest exterminator.

26. **TENANT'S REPRESENTATIONS AND COVENANTS**

Tenant hereby represents and covenants to the Landlord the following:

Tenant hereby represents and covenants to Landlord that it has full power and authority to enter into this Lease and perform in accordance with its Terms, conditions and provisions and that the person signing this Lease on behalf of the Tenant has the authority to bind the Tenant, and to enter into this transaction and Tenant has taken all requisite action and steps to legally authorize it to execute, deliver and perform pursuant to this Lease.

27. **FORCE MAJEURE**

In the event that the Tenant or the Landlord shall be delayed, hindered in, or prevented from, the performance of any act or obligation required under this Lease by reason of a strike, lockout, inability to procure materials, failure of power, restrictive government laws or regulations, riots, insurrection, or another reason beyond their control, the prevented party shall provide notice to the other party, and the performance of such act shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

28. **RADON GAS**

Radon gas is a naturally occurring radioactive gas that when it has accumulated in a building or structure in sufficient quantities may present health risks to persons who are exposed to it over time. Levels of radon gas that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon gas, and radon testing, may be obtained from the county health department.

29. **BUILDING RULES**

Tenant will comply with the rules of the Building adopted and altered by Landlord from time to time and will cause all of its agents, employees, invitees and visitors to do so; and all changes to such rules will be sent by Landlord to Tenant in writing at least thirty (30) days before implementation of such rules. Notwithstanding the foregoing, should any of the rules for the Building conflict with the terms and conditions of this Lease, then this Lease shall control.

30. **MISCELLANEOUS**

A.) Severability. If any provisions of this Lease or the application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Lease, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue valid and be enforced to the fullest extent permitted by law.

B.) Captions. The article headings and captions of this Lease are for convenience and reference only and in no way define, limit or describe the scope or intent of this Lease nor in any way affect this Lease.

C.) Relationship of Parties. This Lease does not create the relationship of principal and agent, or of mortgagee and mortgagor, or a partnership, or a joint venture, or of any association between Landlord and Tenant, the sole relationship between Landlord and Tenant being that of Landlord and Tenant, or Lessor and Lessee.

D.) Recording. The parties acknowledge and agree that the Tenant will file a copy of this Lease with the Clerk for the Board.

E.) Construction. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the party or parties may require. The parties hereby acknowledge and agree that each was properly represented by counsel and this Lease was negotiated and drafted at arm's length so that the judicial rule of construction to the effect that a legal document shall be construed against the draftsman shall be inapplicable to this Lease which has been drafted by counsel for both Landlord and Tenant.

F.) Entire Agreement. It is expressly understood and agreed that this Lease contains all of the terms, covenants, conditions, and agreements between the parties hereto relating to the subject matter of this Lease, and that no prior agreements, contracts, or understandings, either oral or written, pertaining to the same shall be valid or of any force and/or effect. This Lease contains the entire agreement between the parties hereto, and shall not be amended, modified, or changed in any manner except by a written instrument, which is approved by the Board, and signed by the County Mayor, or the County Mayor's designee.

G.) Performance. As otherwise described in this Lease, if there is a default with respect to any of the Landlord's covenants, warranties, obligations, or representations under this Lease, and if the default continues more than thirty (30) days after notice in writing from Tenant to Landlord specifying the default, Tenant may, at its option and without affecting any other remedy hereunder, cure such default and deduct the cost thereof from the next accruing installment or installments of Rent payable hereunder until Tenant shall have been fully reimbursed for such expenditures, together with interest thereon at a rate equal to the then highest lawful interest rate. If this Lease terminates prior to Tenant's receiving full reimbursement, Landlord shall pay the un-reimbursed balance plus accrued interest to Tenant on demand.

H.) Successors and Assigns. The Terms herein contained shall bind and insure to the benefit of Landlord, its successors and assigns, and to the Tenant, its successors and assigns (including any subtenants or assignees as appropriate and applicable), except as may be otherwise provided herein.

I.) Holidays. It is hereby agreed and declared that whenever the day on which a payment is due under the Terms of this Lease, or the last day on which a response is due to a notice, or the last day of a cure period falls on a day which is a legal holiday in Miami-Dade County, Florida, or on a Saturday or Sunday, and/or state or federal holidays, then such due date or cure period expiration date shall be postponed to the next following business day.

J.) Days. Any mention in this Lease of a period of days for performance, unless otherwise described herein, shall mean calendar days.

K.) Waiver. Any waiver on behalf of any party shall be evidenced in writing. Landlord or Tenant's failure to take advantage of any default hereunder, or breach of any Term, covenant, condition, or agreement of this Lease on the part of the Landlord or Tenant to be performed shall not be (or be construed to be) a waiver thereof. Likewise, the parties further agree that any custom or practice that may grow between the parties in the course of administering this Lease cannot be construed to waive or to lessen the right of the Landlord or Tenant to insist upon the complete performance by the Landlord or the Tenant of any Term, covenant, condition, or agreement hereof, or to prevent the exercise of any rights given by either of them on account of any such custom or practice. Waiver of a particular default under this Lease, or waiver of any breach of any term, condition, covenant, or agreement of this Lease, or any leniency shown by the Landlord or the Tenant in respect thereto, shall not be construed as, or constitute a waiver of any other or subsequent defaults under this Lease, or a waiver of the right of either party to proceed against the other party for the same or any other subsequent default under, or breach of any other term, covenant, condition, or agreement of this Lease.

L.) Subordination. This Lease is and shall be subject and subordinate in all respects to any and all mortgages and deeds of trusts, now or hereafter placed on the Building, the Land, and/or the Premises, and to all renewals, modifications, and extensions thereof.

M.) Exhibit and Schedules. Each and every Exhibit and/or Schedule referred to in this Lease is incorporated herein by reference. The Exhibits and Schedules, even if not physically attached, shall still be treated as part of the Lease.

N.) Time is of the Essence. Time is of the essence with regards to all of the terms, conditions, and covenants of this Lease.

O.) Venue, Conflict of Laws, and Jurisdiction. The parties hereby acknowledge and agree that venue shall be in Miami-Dade County, Florida. The laws of the State of Florida shall govern the interpretation, validity, performance, and enforcement of this Lease.

P.) Brokers. Landlord and Tenant hereby represent and agree that no real estate broker or other person is entitled to claim a commission as a result of the execution and delivery of this Lease.

[THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK]
[ONLY THE SIGNATURE PAGE REMAINS]

IN WITNESS WHEREOF, Landlord has caused this Lease to be executed by its duly authorized representative, and Tenant has caused this Lease to be executed in its name by the County Mayor, as authorized by the Board; all on the day and year first hereinabove written.

(OFFICIAL SEAL)

LANDLORD

AMERICAN BUSINESS CONTINUITY DOMES, INC., a Florida Corporation

Signed in the presence of:

Lisa A. Schumacher

Print Name: Lisa A. Schumacher

Print Name: Robert P. Morales

By: _____
Mary F. Maguire
President

(OFFICIAL SEAL)

TENANT

ATTEST:

MIAMI-DADE COUNTY, FLORIDA

HARVEY RUVIN, CLERK

BY ITS BOARD OF COUNTY COMMISSIONERS

By_____
Deputy Clerk

By_____
Carlos A. Gimenez
Mayor

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

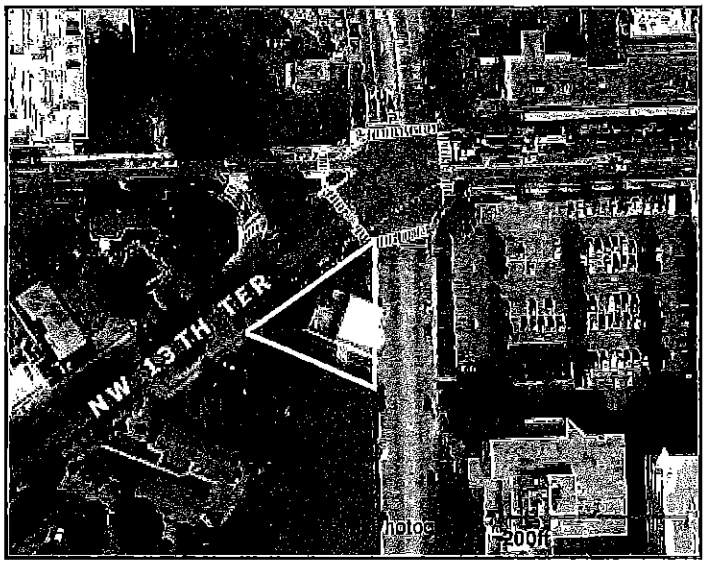
Exhibit A

OFFICE OF THE PROPERTY APPRAISE..

Summary Report

Generated On : 6/8/2016

Property Information	
Folio:	01-3135-013-0040
Property Address:	1390 NW 14 AVE Miami,FL 33125-1672
Owner	AMERICAN BUSINESS CONTINUITY DOMES INC
Mailing Address	2500 NW 39 ST MIAMI,FL33142USA
Primary Zone	6100 COMMERCIAL - NEIGHBORHOOD
Primary Land Use	1813 OFFICE BUILDING - MULTISTORY : OFFICE BUILDING
Beds / Baths / Half	0 / 0 / 0
Floors	5
Living Units	0
Actual Area	Sq.Ft
Living Area	Sq.Ft
Adjusted Area	17,322 Sq.Ft
Lot Size	9,638 Sq.Ft
Year Built	1961



Assessment Information			
Year	2016	2015	2014
Land Value	$385,520	$337,330	$250,588
Building Value	$1,464,480	$1,052,670	$949,412
XF Value	$0	$0	$0
Market Value	$1,850,000	$1,390,000	$1,200,000
Assessed Value	$1,529,000	$1,390,000	$1,185,944

Taxable Value Information			
	2016	2015	2014
County			
Exemption Value	$0	$0	$1,185,944
Taxable Value	$1,529,000	$1,390,000	$0
School Board			
Exemption Value	$0	$0	$1,200,000
Taxable Value	$1,850,000	$1,390,000	$0
City			
Exemption Value	$0	$0	$1,185,944
Taxable Value	$1,529,000	$1,390,000	$0
Regional			
Exemption Value	$0	$0	$1,185,944
Taxable Value	$1,529,000	$1,390,000	$0

Benefits Information				
Benefit	Type	2016	2015	2014
Non-Homestead Cap	Assessment Reduction	$321,800		$14,056
Educational	Exemption			$1,185,944

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
06/18/2014	$1,100,000	29204-0924	Religious, charitable or benevolent organization
11/01/2007	$66,000,000	26081-3734	Deeds that include more than one parcel
09/01/1993	$2,500,000	16045-0761	Sales which are qualified
12/01/1982	$750,000	11634-2135	Deeds that include more than one parcel

Short Legal Description
35 53 41
LC BRANNINGS RE SUB 9-35
LOT 5 BLK A
LOT SIZE 9638 SQUARE FEET
OR 16045-0761 0993 1

34

"EXHIBIT A"

The Office of the Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most cu
and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at http://www.miamidade.gov/info/dis

Exhibit B

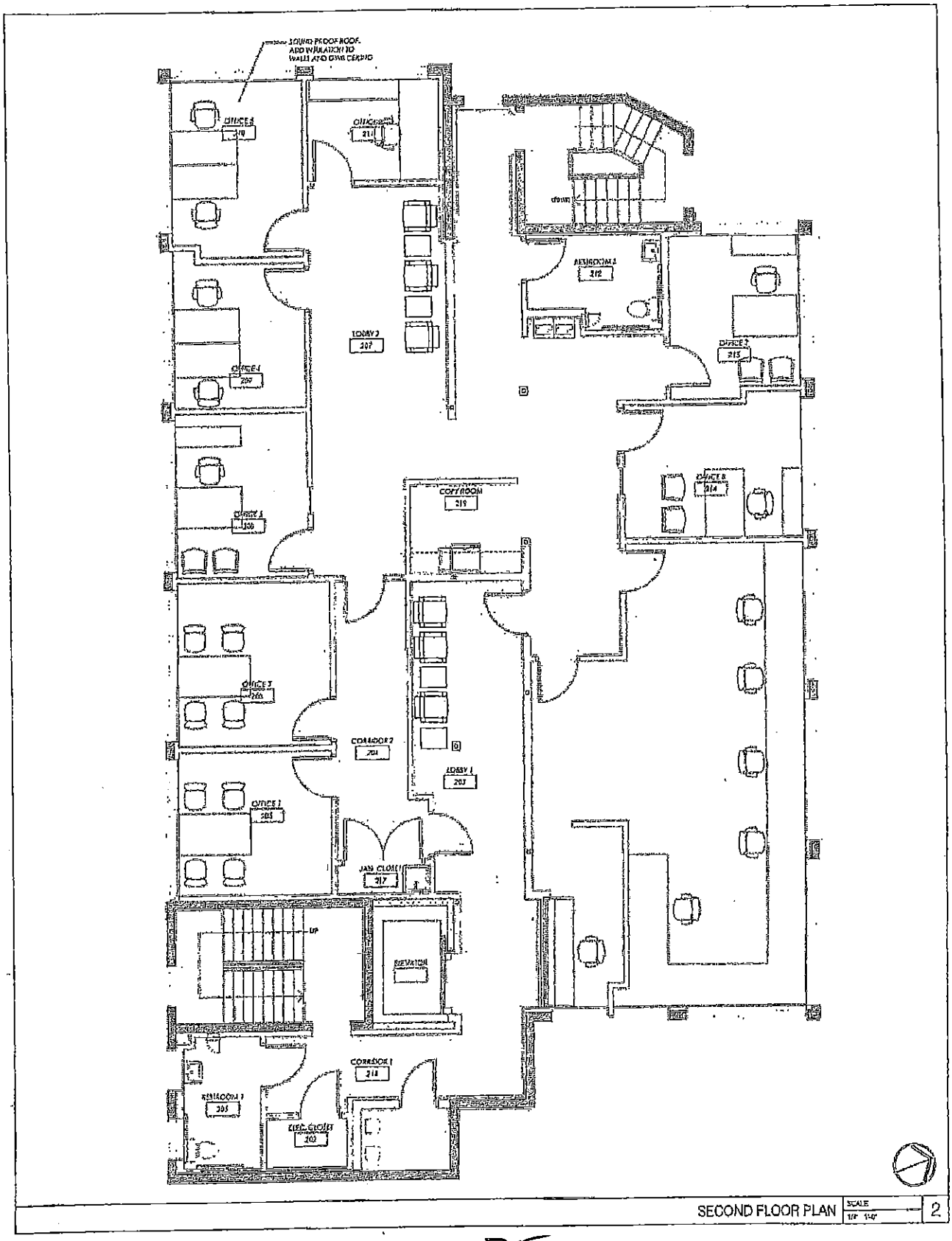
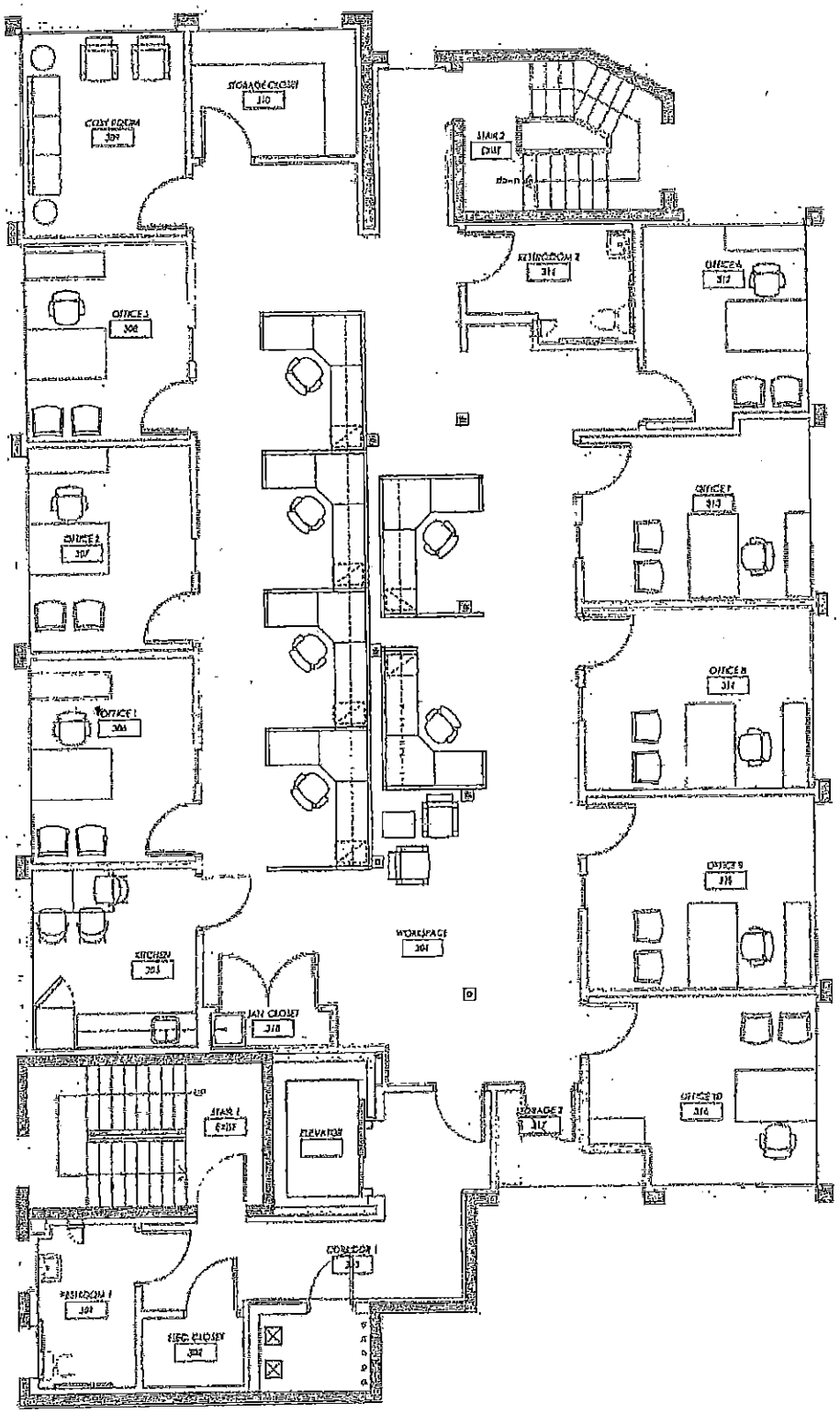
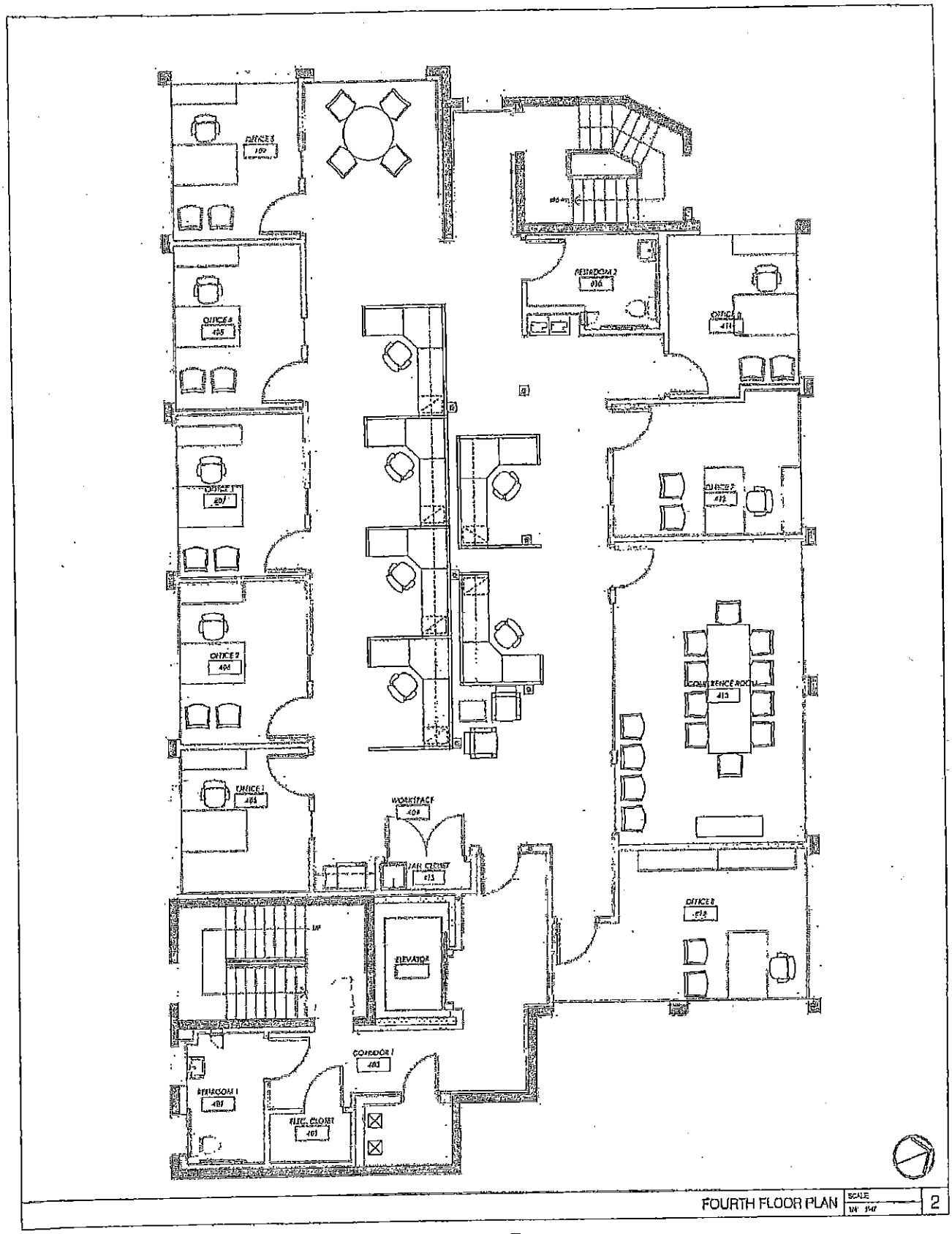

SOUND PROOF ROOF, ADD INSULATION TO WALLS AND CEILING
OFFICE 8
OFFICE 6
LOBBY 2
207
OFFICE 4
OFFICE 5
COFFROOM
219
OFFICE 7
CORRIDOR 2
LOBBY 1
OFFICE 1
JAN CLOSET
217
UP
ELEVATOR
CORRIDOR 1
RESTROOM 1
ELEC CLOSET
OFFICE 2
OFFICE 3
RESTROOM 2
DOWN
SECOND FLOOR PLAN
SCALE
2

Exhibit B



THIRD FLOOR PLAN | SCALE 1/8" = 1'-0" | 1

Exhibit B


OFFICE 3
OFFICE 4
OFFICE 1
OFFICE 2
OFFICE 1
RESTROOM 2
OFFICE
OFFICE
CONFERENCE ROOM
WORKTRACK
JAN. CLOSET
OFFICE
ELEVATOR
CORRIDOR 1
RESTROOM 1
ELEC. CLOSET
FOURTH FLOOR PLAN
SCALE
2

"EXHIBIT B"

KATHERINE FERNANDEZ RUNDLE STATE ATTORNEY"S OFFICE

Program summary

SECOND FLOOR

- (1) Welcome desk / Reception
- (1) Security area
- (1) Deposition room (10'x10')
- (1) Waiting area
- (1) Work station / cubicle area
- (1) Interview room (10'x12')
- (2) Offices (10'-12')
- (2) Law enforcement task force offices (14'x10')
- (1) Forensic / cyber analyst/storage (21'x25')
- (1) Conference room (308 sf)
- Restrooms, Copy room

THIRD FLOOR

- (6) Work stations / Cubicles (6'x8')
- (1) Break room
- (3) Attorney offices (10'x12')
- (1) paralegal office (10'x12')
- (1) Supervisor office (14'x11')
- (1) Director Office (10'x'12')
- (1) Additional office (10'x12')
- (1) Conference room (320sf)
- File room
- Restrooms, copy room

EXHIBIT "B"

FOURTH FLOOR

- (8) Work stations
- (3) Attorney offices
- (3) Victim specialist's office (10'x12')
- (1) Division chief's office (15'x11')
- (1) Paralegal office (10'x12')
- (1) Forensic Interviewer's office (10'x13')
- (1) Staff Office - (10'x10')
- (1) Conference room
- Restrooms

EXHIBIT "B"

"EXHIBIT B"

GOLDEN SANDS
GENERAL CONTRACTORS

Golden Sands General Contractors, Inc.
2500 NW 39th Street, Suite 104
Miami, FL 33142
Phone: (305) 633-3336

Proposal

09/17/15

Proposal for:
American Business Continuity D
2500 N.W. 39th Street
Miami FL 33142

Job Name:
State Attorney Investigat 1390
1390 NW 14th ave
Miami FL 33142

Phone:
Fax:

	Description	Price
Job: 3297		
1 General Conditions		
1.040	Architecture & Engineering	66,000.00
1.090	Supervision & Coordination	35,000.00
1.080	Permit Processing	5,000.00
1.070	Permit	30,000.00
1.710	Cleaning & Waste Management	15,000.00
	Subtotal:	**$151,000.00**
2 Siteworks		
2.070	Dumpsters	9,000.00
	Subtotal:	**$9,000.00**
6 Carpentry		
6.220	Millwork	10,000.00
	Subtotal:	**$10,000.00**
8 Windows & Doors		
8.100	Doors & Frames	15,500.00
8.700	Hardware	15,000.00
8.800	Interior Glazing / Storefronts	25,500.00
	Subtotal:	**$56,000.00**
9 Finishes		
9.200	Drywall	50,000.00
9.800	Painting (Interior)	27,000.00

"EXHIBIT B"

Proposal

09/17/15

Continued...

	Description		Price
	9.300	Tile	15,000.00
	9.600	Flooring	25,000.00
	9.600	Acoustical Ceiling	30,000.00
		Subtotal:	$147,000.00
15 Mechanical			
	15.100	HVAC	75,000.00
	15.300	Fire Sprinkler	58,000.00
	15.400	Plumbing	38,000.00
		Subtotal:	$171,000.00
16 Electrical			
	16.100	Electrical & Lighting	120,610.00
	16.200	Fire Alarm	16,000.00
		Subtotal:	$136,610.00
		Grand Total:	$680,610.00

All work to be completed in a workmanlike manner according to standard practices. Customer agrees to the contents of this document and hereby contracts Golden Sands General Contractors, Inc. to complete the work outlined in this document and agrees to all terms and conditions herein.

John Fedele (Golden Sands)

Customer

Date

Date

Exhibit C

AGREEMENT

This AGREEMENT is made on this _____ day of _____, 2016, by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida, herein referred to as the "COUNTY," and THE STATE OF FLORIDA through the OFFICE OF THE STATE ATTORNEY, 11TH JUDICIAL CIRCUIT, hereinafter referred to as the "SAO11".

WITNESSETH

WHEREAS, on or about _____, the COUNTY and AMERICAN BUSINESS CONTINUITY DOMES, INC., a Florida Corporation, herein referred to as "LANDLORD" entered into a Lease Agreement authorized under Resolution No. _____ approved _____ 2016 (hereinafter referred to as the "Lease Agreement", which is attached hereto, marked as "Exhibit I", and incorporated herein by reference) leasing a portion of the building located at 1390 N.W. 14 Avenue, Miami, Florida 33125, specifically 2nd, 3rd and 4th floors, which comprise approximately 9,723 square feet of space, all of which is located in a 5-story office building (the "Property"); and

WHEREAS, COUNTY desires to provide the Property for the use of SAO11, and the SAO11, desires to use the Property to perform functions of the Office of the State Attorney, pursuant to the terms and conditions described below; and

WHEREAS, LANDLORD has provided written consent to this AGREEMENT, which is attached hereto, marked as "Exhibit II", and which is incorporated herein by reference.

NOW, THEREFORE, in consideration of the foregoing terms, conditions, and the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

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AGREEMENT

1. The foregoing recitals and provisions are hereby adopted and incorporated herein.
2. COUNTY hereby leases, and the SAO11 agrees to receive from COUNTY, the Property, which is illustrated in the diagram attached as "Exhibit III", and having the address and folio number as follows:

Folio Number: 01-3135-013-0040
Address: 1390 N.W. 14 Avenue, 2nd, 3rd and 4th floors, Miami, Florida

TO HAVE AND TO HOLD unto said SAO11 for a term commencing on the date that the Landlord has Substantially Completed the Landlord's Improvements, as defined in the Lease Agreement ("Effective Date"), and this AGREEMENT shall terminate five (5) years, minus one (1) day thereafter. The SAO11 shall not have any right to renew this AGREEMENT, however, the SAO11 shall be permitted, with the consent of the COUNTY, to holdover, under the same terms and conditions of this AGREEMENT, so long as the Landlord is in agreement with such holdover. Further, the parties hereby acknowledge and agree that the SAO11 has paid the COUNTY the amount of One ($1.00) Dollar, as full and fair consideration for entering into this AGREEMENT, and no other amount or consideration is required by SAO11 for rent.

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

ARTICLE I
USE OF PROPERTY

The Property shall be used by SAO11 solely for the function of the Office of the State Attorney, 11th Judicial Circuit, which will necessarily entail services performed for the general public. The SAO11 shall comply with the rules, regulations and procedures as such may exist, attached hereto as Exhibit "IV", and which may be changed during the term of this AGREEMENT, as provided therein.

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The SAO11 understands and agrees that the SAO11 shall not use the Property for any use inconsistent with the use(s) set forth in this AGREEMENT.

Further, the parties agree that as part of the SAO11 use of the Property, it shall be permitted, at all times during the term hereof, to utilize the five (5) parking spaces that are reserved exclusively for the COUNTY, all in accordance with the Lease Agreement.

ARTICLE II
COMPLIANCE WITH LEASE AGREEMENT

Except as otherwise set forth herein, or expressly modified hereby, the Lease Agreement terms are incorporated herein into this AGREEMENT by this reference, as fully as if the terms and provisions thereof were set forth herein. In no event shall COUNTY be deemed to have assumed the responsibilities of the LANDLORD under the Lease Agreement except as specifically provided herein, or shall COUNTY be responsible for the compliance of the LANDLORD regarding the provisions of the Lease Agreement, or otherwise be responsible for the compliance of the SAO11 with this AGREEMENT. SAO11 covenants it shall take no action or permit anything to be done which would constitute a default under, or cause a termination of, the Lease Agreement.

ARTICLE III
CONDITION OF PROPERTY

SAO11 hereby accepts the Property in the condition it is in at the beginning of this AGREEMENT, which is upon Substantial Completion of the Landlord's Improvements (as described hereafter) along with the Tenant Improvements of equipment, communication services, and security, as required by Section 29.008, Florida Statutes, as specifically detailed below. The SAO11 acknowledges and agrees that the Landlord's Improvements consist of approximately Six Hundred Eighty Thousand Six Hundred Ten ($680,610.00) Dollars' worth of improvements to the Property, as described in the Lease Agreement, and are in accordance with the SAO11's planned use and occupancy of the Property, which detailed description and plans for the Landlord's Improvements are attached hereto, marked as "Exhibit V" and are incorporated herein by reference. LANDLORD shall secure and deliver to the COUNTY a

Certificate of Occupancy issued by the appropriate governmental entity or agency, which shall control and serve as conclusive evidence the date that the Landlord's Improvements were timely completed. The COUNTY shall be obligated to make Tenant Improvements or alterations to the Property to provide all equipment, communication services, and security not included within the Landlord's Improvements, as required by Art. V, Section 14, Fla. Const., and Section 29.008, Florida Statutes, or provide funding to SAO11 for such Tenant Improvements, as specifically detailed below. The Tenant Improvements will specifically consist of the following:

- Security alarm and access control system, including card access system, video surveillance, and wiring for such systems
- Communication Services, including Local Area Network cabling and equipment, WiFi for Local Area Network, Wide Area Network cabling and equipment, Telephones, and any low voltage wiring necessary for same.

The SAO11 hereby acknowledges and agrees that the Tenant Improvements will be procured in accordance with applicable state and county purchasing requirements and that SAO11 will contract for the build out of the Tenant Improvements as detailed above. Furniture will be paid by SAO11, from state appropriations, and will not be the responsibility of the COUNTY. The Tenant Improvements will not exceed the allocation to SAO11 within the COUNTY'S Yearly Budget Appropriation.

ARTICLE IV
UTILITIES

The LANDLORD, during the term of this AGREEMENT, shall be responsible for establishing utility services in the name of the LANDLORD, and shall pay all charges for water, sewer, waste, electricity, and fire alarm system, fire extinguishers to be serviced and maintained in good condition in accordance with the Florida building code. The COUNTY shall reimburse the LANDLORD the proportionate share of electric usage upon LANDLORD's submission of a monthly invoice(s) accompanied by backup documentation consisting of copies of invoices, and copies of cancelled checks (front and back), indicating SAO11'S usage, and proof of payment to the utility company for electric

services, the proportionate share of which is equal to sixty-six and one quarter (66.25%) percent of the entire building. As a result, the SAO11 shall provide the COUNTY any and all assistance possible to enable the COUNTY to determine the appropriate amount of utility charges utilized by the SAO11 in the Property. The COUNTY, during the term of this AGREEMENT, shall provide and pay for janitorial services to the Property. Further, the COUNTY throughout the term of this AGREEMENT, shall be responsible for or to provide the SAO11 with adequate funding for telephone and data equipment, installation, maintenance and any costs associated with security, security systems, security alarm access control systems, phones and data service, installation and equipment.

ARTICLE V
ALTERATIONS BY SAO11

SAO11 may not make any alterations, additions, or improvements in or to the Property without the prior written consent of COUNTY and LANDLORD, which consent will not to be unreasonably withheld or delayed. Any such alterations, additions, or improvements, including, but not limited to fixtures, equipment, and finishes in and to the Property are at the SAO11's sole cost and expense. Except for (i) the Landlord's Improvements shown or described on the plan attached hereto as Exhibit V, (ii) Tenant Improvements described in Article III of this AGREEMENT, and (iii) office furniture and fixtures which are not readily removable without injury to the Property at the expiration of this AGREEMENT, COUNTY shall have the right to require SAO11 to remove at the expiration of this AGREEMENT all additions, alterations, fixtures or improvements installed by SAO11. Notwithstanding the foregoing, removable partitions, furnishings, and other personal property installed by SAO11 within the Property shall remain SAO11's property and may be removed by SAO11 upon the expiration of this AGREEMENT or cancellation thereof. To the extent that such items are not removed upon the expiration of this AGREEMENT, any and all fixtures, improvements, personal property and moveable partitions remaining in the Property shall be deemed abandoned and may be disposed of as deemed appropriate by COUNTY. In the case of any damage or expense arising from the removal of any alterations, additions, or improvements in or to the Property without the prior written consent of COUNTY and LANDLORD , all damaged areas shall be repaired and brought back to the original

condition at the SAO11 sole expense, and any expenses incurred by the COUNTY shall be reimbursed by the SAO11. This clause shall survive the expiration or cancellation of this AGREEMENT.

ARTICLE VI
MAINTENANCE AND LIABILITY FOR DAMAGE OR INJURY

The County agrees to maintain and keep in good repair, condition, and appearance, during the term of this AGREEMENT, the Property and all Tenant Improvements thereto. SAO11 shall not be responsible for any damage or injury that may be sustained by any party or person on the Property other than (i) to the extent of any insurance or self-insurance coverage and/or (ii) resulting from the damage or injury caused by the deliberate acts, omissions or gross negligence of SAO11, its agents, licensees, invitees or employees as limited by Article XI of this AGREEMENT. SAO11 shall notify the COUNTY after discovering any damage that the COUNTY is responsible for repairing and the COUNTY shall make the necessary repairs promptly after said notice. The COUNTY shall notify the SAO11 after discovering any damage which SAO11 is responsible for repairing and SAO11 shall make the necessary repairs promptly after said notice. The SAO11 shall also notify the COUNTY after discovering any damage which SAO11 is responsible for repairing, and SAO11 shall make the necessary repairs promptly after said notice.

ARTICLE VII
NO LIABILITY FOR PERSONAL PROPERTY

All personal property placed or moved in the Property above described shall be at the risk of SAO11 or the owner thereof. The COUNTY shall not be liable to the SAO11, or any other person or entity, for any damage to any personal property unless caused by, or due, to the gross negligence of the COUNTY, COUNTY's agents or employees, subject to all limitations of Florida Statutes, Section 768.28.

ARTICLE VIII
SIGNS

Signs will be of the design and form which will be first approved by LANDLORD and SAO11, the cost of such signs to be paid by LANDLORD as provided in Articles 2 and 13 of the Lease

Agreement. All signs shall be removed by the COUNTY at the expiration or termination of this AGREEMENT, and any damage or unsightly condition caused to the Property because of or due to the removal of said signs shall be satisfactorily corrected or repaired by the COUNTY. The provisions of this section shall survive the termination or expiration of this AGREEMENT.

ARTICLE IX
COUNTY'S RIGHT OF ENTRY

The COUNTY, or any of its employees or agents, shall have the right to enter said Property during all reasonable working hours, upon giving 24 hours' prior written 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. Said right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations, or additions which do not conform to this AGREEMENT. Except in the case of an emergency, when entering the Property, the COUNTY shall be accompanied by a representative of SAO11 (which SAO11 shall timely provide). COUNTY reserves the right to enter the Property at any time, in the event of an emergency, to make any and all necessary repairs to the Property, or otherwise to make the Property safe.

ARTICLE X
SURRENDER OF PREMISES

The SAO11 agrees to surrender to COUNTY, at the end of the term of this AGREEMENT or any extension thereof, said Property in as good condition as said Property was at the beginning of the term of this AGREEMENT, ordinary wear and tear and damage by fire and windstorm or other acts of God excepted.

ARTICLE XI
INDEMNIFICATION AND HOLD HARMLESS

Florida Statutory Indemnity. SAO11 does hereby agree to indemnify and hold harmless the COUNTY to the extent of and within the limitations of Section 768.28, Florida Statutes, subject to the provisions of that statute whereby the SAO11 shall not be held liable to pay a personal injury or property damage claim or judgment by any one person that exceeds the sum of $100,000, or any claim or

judgments or portions thereof, which, when totaled with all other occurrence(s), exceeds the sum of $200,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action that may arise solely as a result of the negligence of the SAO11. However, nothing herein shall be deemed to indemnify the COUNTY from any liability or claim arising out of the negligent performance or failure of performance of the COUNTY or any unrelated third party.

ARTICLE XII
LIABILITY FOR DAMAGE OR INJURY

The COUNTY shall not be liable for any damage or injury which may be sustained by any party or person on the Property other than the damage or injury caused solely by the gross negligence of the COUNTY, its officers, employees, agents, invitees, or instrumentalities, subject to all limitations of Florida Statutes, Section 768.28.

ARTICLE XIII
CANCELLATION

CANCELLATION BY COUNTY: The occurrence of any of the following shall cause this AGREEMENT to be terminated by the COUNTY upon the terms and conditions also set forth below:

A. Termination after ten (10) days written notice by the COUNTY sent by certified mail, registered mail or any acceptable overnight delivery service to SAO11 for doing any of the following:

(1) Notice of any condition posing a threat to health or safety of the public or patrons that SAO11 is required to correct pursuant to Florida law and the covenants of this AGREEMENT and not remedied within the ten (10) day period from receipt of written notice.

B. Termination after thirty (30) days from receipt by SAO11 of written notice by certified mail, registered mail or any acceptable overnight delivery service to the address of the SAO11 as set forth below:

(1) Non-performance of any covenant of this AGREEMENT other than listed in A above, and failure of the SAO11 to remedy such breach within the thirty (30) day period from receipt of the written notice.

C. A final determination in a court of law in favor of the COUNTY in litigation instituted by the SAO11 against the COUNTY or brought by the COUNTY against SAO11.

EARLY CANCELLATION BY THE PARTIES: The parties shall each have the right to cancel this AGREEMENT at any time by giving the other party at least one hundred eighty (180) days written notice prior to its effective date.

EARLY CANCELLATION BY THE SAO11: Further, the COUNTY and SAO11 acknowledge that if, for any reason beyond the SAO11's control, the funding allocated for rent of the Property by the COUNTY or the operational expenses in its AGREEMENT with the COUNTY is terminated, cut, removed, reduced significantly, or otherwise withheld or not made available to the SAO11, or the SAO11's contracts with the COUNTY are terminated, cancelled, not funded or not renewed by Miami-Dade County, the SAO11 shall have the right to terminate this AGREEMENT on at least thirty (30) days written notice to the COUNTY or the COUNTY's agent. Additionally, should the SAO11 elect to cancel this AGREEMENT, then the parties hereby agree that COUNTY shall have fulfilled its responsibility to lease space for the SAO11, and shall not be required to do so for the same purpose, or near or about the same location.

ARTICLE XIV
NOTICES

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

COUNTY:

Miami-Dade County
Internal Services Department
Real Estate Development Division
111 NW First Street, 24th Floor
Miami, FL 33128
Attention: Director

with a copy to:

County Attorney's Office
Miami-Dade County
111 N.W. First Street, 28th Floor
Miami, Florida 33128

SAO11:

State of Florida through the
State Attorney,
11th Judicial Circuit
1350 N.W. 12 Avenue
Miami, Florida 33136
Attention: Executive Director

Notices provided herein in this paragraph shall constitute sufficient notice to the parties to comply with the terms of this AGREEMENT. Notices provided herein in this paragraph shall include all notices required in this AGREEMENT or required by law.

ARTICLE XV
INSURANCE

Prior to occupancy, SAO11 shall furnish a letter to the Miami-Dade County, Internal Services Department, Real Estate Development Division, 111 N.W. First Street, Suite 2460, Miami, Florida

33128-1907, indicating that it is self-insured and coverage meets the requirements of the State of Florida.

ARTICLE XVI
PERMITS, REGULATIONS AND SPECIAL ASSESSMENTS

SAO11 covenants and agrees that during the term of this AGREEMENT, all uses of the Property will be in conformance with all applicable laws, including all applicable zoning regulations.

ARTICLE XVII
DEFAULT OF SAO11

If the SAO11 shall violate or fail to perform any of the other conditions, covenants, or agreements herein made by SAO11, including without limitation, SAO11's obligation to use the Property solely for the permitted use described in Article I above, and if such violation or failure continues beyond any applicable cure period, as outlined in Article XIII, then COUNTY may proceed with any remedy available under this AGREEMENT, or at law or in equity in the State of Florida, including without limitation, terminating this AGREEMENT, or reentry and recovering possession, as may be applicable. All rights and remedies of COUNTY and SAO11 under this AGREEMENT shall be cumulative and shall not be exclusive of any other rights and remedies provided the COUNTY under applicable law.

ARTICLE XVIII
COUNTY AS SOVEREIGN

1. It is expressly understood that notwithstanding any provision of the AGREEMENT and the COUNTY's status thereunder, COUNTY shall not be liable in any manner, whatsoever, to any other party or person for the exercise of its governmental authority, regulatory powers and/or police powers. The parties agree that:

(a) COUNTY retains all of its sovereign prerogatives and rights as a county under Florida laws and shall in no way be estopped or otherwise prevented from withholding or refusing to issue any approvals of applications, or be liable for the same; and

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(b) COUNTY shall not by virtue of the AGREEMENT be obligated to grant SAO11 any approvals of applications for building, zoning, planning, or development under present or future laws and ordinances of whatever nature.

ARTICLE XIX
ASSIGNMENTS AND SUBLEASES

SAO11 shall not assign this AGREEMENT or sub-sublet the Property. This AGREEMENT shall not be assigned by operation of law. Any attempt to sell, assign or sublet shall be deemed a default by SAO11. Further, the SAO11 hereby acknowledges and agrees that any other right of occupancy for any portion of the Property shall only be to a governmental or a not-for-profit entity that is reasonable and necessary to assist in the function of the State Attorney, and consistent with Section 125.38, Florida Statutes.

ARTICLE XX
ADDITIONAL PROVISIONS

1. Mechanic's, Materialmen's and Other Liens

SAO11 agrees that it will not permit any mechanic's, materialmen's or other liens to stand against the Property for work or materials furnished to SAO11; it being provided, however, that SAO11 shall have the right to contest the validity thereof. SAO11 shall immediately pay any judgment or decree rendered against SAO11, with all proper costs and charges, and shall cause any such lien to be released off record without cost to COUNTY.

2. Non-Discrimination

SAO11 agrees, in accordance with Chapter 11A of the Miami-Dade County Code, that it shall not discriminate against any employee, person, etc. on the basis of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, physical handicap, marital status, familial status, sexual orientation, gender identity or gender expression, or status as victim of domestic violence, dating violence or stalking.

SAO11 agrees to comply with the intention of Resolution No. 9601 dated March 24, 1964 and Resolution No. 85-92 dated January 21, 1992, involving the use, operation, and maintenance of the Property and facilities included in this AGREEMENT.

ARTICLE XXI
CONFLICTS

The terms and conditions of this AGREEMENT shall take precedence in any conflict between the terms and conditions hereof and the terms and conditions of the Lease Agreement. This AGREEMENT is subject to the terms and conditions of the Lease Agreement, and this AGREEMENT shall automatically terminate upon the termination, cancellation or expiration of the Lease Agreement, if not otherwise terminated before such time. Anything contained in this AGREEMENT to the contrary notwithstanding, COUNTY shall not be deemed to have unreasonably withheld, conditioned, or delayed consent or approval, when required to be given, if LANDLORD shall have withheld, conditioned, or delayed its consent or approval in any instance in which consent or approval is required. COUNTY represents that the Lease Agreement attached hereto is true, correct, and complete, and COUNTY shall not amend the Lease Agreement if such amendment would adversely affect any of SAO11's rights or obligations hereunder. COUNTY shall provide SAO11 with a copy of any amendment to the Lease Agreement immediately after its execution.

ARTICLE XXII
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, claims, and/or causes of action shall be in Miami-Dade County.

ARTICLE XXIII
WRITTEN AGREEMENT

This AGREEMENT contains the entire agreement between the parties hereto and all previous negotiations leading thereto, and it may be modified only by a written amendment executed and delivered by the COUNTY and SAO11, together with a resolution approved by the Board of County Commissioners.

{THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK}

{ONLY THE SIGNATURE PAGE REMAINS}

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IN WITNESS WHEREOF, COUNTY and SAO11 have caused this AGREEMENT to be executed by their respective and duly authorized officers the day and year first above written.

STATE OF FLORIDA, through the
STATE ATTORNEY,
11th JUDICIAL CIRCUIT

_____
WITNESS

By: _____
(SAO11)

_____
WITNESS

ATTEST:

HARVEY RUVIN, CLERK

By: _____
DEPUTY CLERK

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

By: _____
Carlos Gimenez
County Mayor
(COUNTY)

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Exhibit I

Remainder of Exhibit 1
attached as Exhibit 1 to
Resolution

OFFICE LEASE

by and between

American Business Continuity Domes, Inc.

a Florida Corporation

("Landlord")

and

Miami-Dade County

a political subdivision of the State of Florida

("Tenant")

For the benefit of: Office of the State Attorney, 11th Judicial Court

Dated as of

_____, 20__

Folio No.: 01-3135-013-0040

Consent To Agreement

This Consent to Agreement ("Consent") by the Landlord to the Agreement is made and entered into this ____ day of _____, 20__ ("Effective Date"), by and between American Business Continuity Domes, Inc. ("Landlord") and Miami-Dade County, a political subdivision of the State of Florida ("Tenant") with reference to that certain Agreement dated _____, 20__ between Tenant and the Office of the State Attorney, 11th Judicial Circuit ("SAO11").

RECITALS

A. The Tenant and the Landlord have executed that the certain Lease Agreement dated_____, 20_____ ("Lease"), covering the leased property and related improvements described located at 1390 N.W. 14 Avenue, 2nd, 3rd, and 4th Floors, Miami, Florida 33025, all of which shall hereinafter be described as the "Property".

B. Tenant desires to sublease the entire Property to the SAO11, and the SAO11 desires to accept a contract for the use and occupancy of the Property, which contract is described as the "Agreement". The Landlord is willing to consent to the Agreement on the terms and conditions set forth in this Consent.

AGREEMENT

1. Consent to Sublease

The Landlord hereby consents to the Agreement and the transactions contemplated. This Consent will not be deemed as consent to:

(i) Any further or other subleasing of the Property, not otherwise contemplated by the Lease; and

(ii) Any subleasing of any other portion of the Property, not otherwise contemplated by the Lease; and

(iii) The subleasing of any portion of the Property to any other entity or subtenant, or on any other or different terms than those stated in the Agreement. The Tenant will provide Landlord with a fully executed copy of the Agreement promptly after execution.

2. Continuing Liability

Tenant acknowledges that:

(i) Tenant will remain primarily liable for, and will not be released from, the full and faithful performance of all terms and conditions of the Lease, notwithstanding the existence of (and Landlord's consent to) the Agreement, or any breach committed by the SAO11 under the Agreement, and

(ii) Landlord will be entitled to pursue all remedies available in the event of the Tenant's breach of the Lease, without regard to the performance or nonperformance of the terms of the Agreement by the SAO11.

3. Entire Agreement

This Consent constitutes the entire agreement between the Landlord and the Tenant relating to its subject matter, and replaces any prior negotiations, representations, agreements and understandings of the parties with respect to such matters oral or written. The parties acknowledge that they have not relied on any promise, representation, and/or inducement by any party, person, and/or entity regarding this matter.

4. Interpretation and Amendment

In interpreting the language of this Consent, the Landlord and Tenant will be treated as having drafted this Consent after meaningful negotiations. The language in this Consent will be construed as to its fair meaning and not strictly for or against either party. The Landlord and Tenant may modify this Consent, but only with written documentation, and the approval of the Miami-Dade County Board of County Commissioners.

5. Attorneys' Fees

If any party fails to perform any of its obligations under this Consent or if a dispute arises between the parties concerning the meaning of any provisions of this Consent, and an action is filed, the parties agree to be solely responsible for their own attorneys' fees, cost of witnesses, and court costs.

6. Counterparts

This Consent may be signed in counterparts and all counterparts so executed will constitute one contract, binding on all parties hereto.

7. Binding Effect

This Consent will be binding on Landlord, and inure to the benefit of Tenant and its respective administrators, successors in interest, and assigns.

8. Governing Law

This Consent will be governed and construed in accordance with the laws of the State of Florida and both parties hereby consent to the exclusive jurisdiction of the State of Florida, and venue in Miami-Dade County for any dispute arising out of this Consent.

IN WITNESS WHEREOF, the parties hereto have executed this Consent, with the intent to be legally bound, as of the day and year first written above.

LANDLORD:

American Business Continuity Domes, Inc.

Signature: _____

Printed Name: JOHN FEDELE

TENANT:

Miami-Dade County
a political subdivision of the State of Florida

Signature: _____

Printed Name: _____

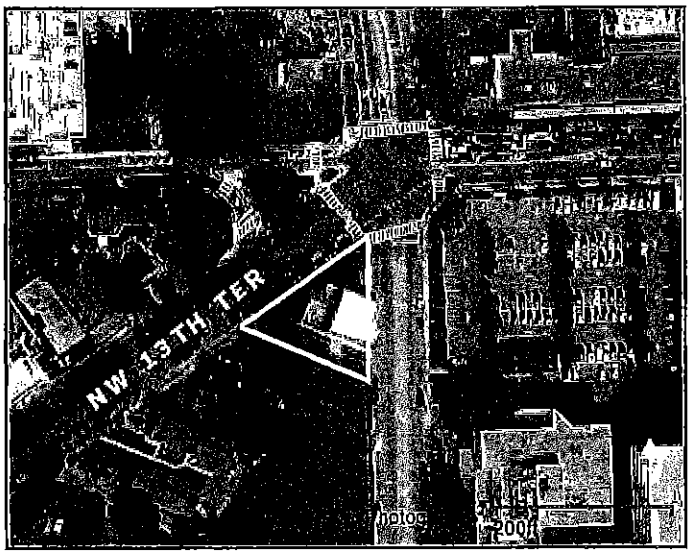
Property Search Application - Miami-Dade County

OFFICE OF THE PROPERTY APPRAISE..

Summary Report

Generated On : 6/8/2016

Property Information	
Folio:	01-3135-013-0040
Property Address:	1390 NW 14 AVE Miami,FL 33125-1672
Owner	AMERICAN BUSINESS CONTINUITY DOMES INC
Mailing Address	2500 NW 39 ST MIAMI,FL33142USA
Primary Zone	6100 COMMERCIAL - NEIGHBORHOOD
Primary Land Use	1813 OFFICE BUILDING - MULTISTORY : OFFICE BUILDING
Beds / Baths / Half	0 / 0 / 0
Floors	5
Living Units	0
Actual Area	Sq.Ft
Living Area	Sq.Ft
Adjusted Area	17,322 Sq.Ft
Lot Size	9,638 Sq.Ft
Year Built	1961



Assessment Information			
Year	2016	2015	2014
Land Value	$385,520	$337,330	$250,588
Building Value	$1,464,480	$1,052,670	$949,412
XF Value	$0	$0	$0
Market Value	$1,850,000	$1,390,000	$1,200,000
Assessed Value	$1,529,000	$1,390,000	$1,185,944

Taxable Value Information			
	2016	2015	2014
County			
Exemption Value	$0	$0	$1,185,944
Taxable Value	$1,529,000	$1,390,000	$0
School Board			
Exemption Value	$0	$0	$1,200,000
Taxable Value	$1,850,000	$1,390,000	$0
City			
Exemption Value	$0	$0	$1,185,944
Taxable Value	$1,529,000	$1,390,000	$0
Regional			
Exemption Value	$0	$0	$1,185,944
Taxable Value	$1,529,000	$1,390,000	$0

Benefits Information				
Benefit	Type	2016	2015	2014
Non-Homestead Cap	Assessment Reduction	$321,000		$14,056
Educational	Exemption			$1,185,944

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
06/18/2014	$1,100,000	29204-0924	Religious, charitable or benevolent organization
11/01/2007	$66,000,000	26081-3734	Deeds that include more than one parcel
09/01/1993	$2,500,000	16045-0761	Sales which are qualified
12/01/1982	$750,000	11634-2135	Deeds that include more than one parcel

Short Legal Description
35 53 41
LC BRANNINGS RE SUB 9-35
LOT 5 BLK A
LOT SIZE 9638 SQUARE FEET
OR 16045-0761 0993 1

The Office of the Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most cu
and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at http://www.miamidade.gov/info/dis

1390 NW 14th AVENUE
MIAMI, FL 33131

BUILDING RULES AND REGULATIONS

1. Sidewalks, doorways, vestibules, halls, stairways and similar areas shall not be obstructed by tenants or their officers, agents, servants, and employees, or used for any purpose other than ingress and egress to and from the leased Premises and for going from one part of the Building to another part of the Building.

2. Landlord reserves the right to refuse access to any persons Landlord in good faith judges to be a threat to the safety, or property of the Building and/or its occupants.

3. Plumbing fixtures and appliances shall be used only for the purposes for which constructed, and no sweepings, rubbish, rags or other unsuitable materials shall be thrown or placed therein. Any stoppage or damage resulting to any such fixtures or appliances from misuse on the part of a tenant or such tenant's officers, agents, servants, and employees shall be paid by such tenant.

4. No signs, posters, advertisements, or notices shall be painted or affixed on any of the windows or doors, or other part of the Building, except of such color, size and style and in such places, as shall be first approved in writing by the Landlord, not to be unreasonably withheld or delayed. No nails, hooks or screws shall be driven in to or inserted in any part of the Building Exterior, except by building maintenance personnel or as directed by the Landlord.

5. Directories will be placed by the Landlord, at Landlord's own expense, in conspicuous places in the Building. No other directories shall be permitted.

6. Tenants shall not do anything, or permit anything to be done, in or about the Building, or bring or keep anything therein, that will in any way increase the possibility of fire or other casualty or obstruct or interfere with the rights of, or otherwise injure or annoy, other tenants, or do anything in conflict with the valid pertinent laws, rules and regulations of any governmental authority.

7. Each tenant shall cooperate with Building employees in keeping Premises and clean.

8. No birds, animals or reptiles, or any other creatures, shall be brought into or kept in or about the building, except for service animals or animals used for law enforcement purposes.

9. Should a tenant require telegraphic, telephonic, annunciator or any other communication service, the Landlord will direct the electricians and installers where and how the wires are to be introduced and placed, and none shall be introduced or placed except as the Landlord shall direct.

10. No Access to Roof. Tenant shall have no right of access to the roof of the Premises or the Building and shall not install, repair, place or replace any aerial, fan, air conditioner or other device on the roof of the Premises or the Building without the prior written consent of Landlord. Any aerial, fan, air conditioner or device installed without such written consent shall be subject to removal, at Tenant's expense, without notice, at any time.

11. Tenants shall not make or permit any improper noises in the Building, or otherwise interfere in any way with other tenants, or persons having business with them.

12. No equipment of any kind shall be operated on the leased Premises that disturb the quiet enjoyment of any other tenant in the Building without written consent of the Landlord, which shall not be unreasonably withheld or delayed.

13. Tenants shall not use or keep in the Building any inflammable or explosive fluid or substance, or any illuminating material, unless it is battery powered, UL approved.

14. The Landlord has the right to evacuate the Building in event of emergency or catastrophe.

15. Tenant shall not alter any lock or install new or additional locks or bolts, without the Landlord's prior written consent, which shall not be unreasonably withheld or delayed.

16. Furniture, significant freight and equipment shall be moved into or out of the Building only with the Landlord's knowledge and consent, and subject to such reasonable limitations, techniques and timing, as may be designated by Landlord. Tenant shall be responsible for any damage to the Building arising from any such activity.

17. Tenant shall not employ any service or contractor for services or work to be performed in the Building, except as approved by Landlord or per the Lease.

18. Tenant shall return all keys at the termination of its tenancy and shall be responsible for the cost of replacing any keys that are lost.

19. No window coverings, shades or awnings shall be installed or used by Tenant without Landlord's prior written consent, which shall not be unreasonably withheld, conditioned or delayed.

20. Tenant assumes all risks from theft or vandalism to the Premises and agrees to keep the Premises locked as may be required.

21. The Landlord reserves the right to rescind any of these Rules and make such other and further reasonable Rules and Regulations as in the judgment of Landlord shall from time to time be needed for the safety, protection, care and cleanliness of the Building, the operation thereof, the preservation of good order therein, and the protection and comfort of its tenants, their agents, employees and invitees, which rules when made and notice thereof given to a tenant shall be binding upon him in like manner as if originally herein

prescribed. In the event of any conflict, inconsistency, or other differences between the terms and provisions of these Rules and Regulations, as now or hereafter in effect and the terms and provisions of the Lease between the Landlord and Tenant, then the Lease shall control.

PARKING RULES

1. Parking areas shall be used only for parking vehicles no longer than full size passenger automobiles or cargo vans.
2. Tenant shall not permit or allow any vehicles that belong to or are controlled by Tenant or Tenant's employees, suppliers, shippers, customers, or invitees to be loaded, unloaded or parked in areas other than those designated by Landlord for such activities.
3. Users of the parking areas will obey all posted signs and park only in the areas designated for vehicle parking.
4. Unless otherwise instructed, every person using the parking areas is required to park and lock his own vehicle. Landlord will not be responsible for any damage to vehicles, injury to persons or loss of property, all of which risks are assumed by the party using the parking areas.
5. The maintenance of vehicles in the parking areas or Common Areas is prohibited.
6. Tenant shall be responsible for seeing that all its employees, agents and invitees comply with the applicable parking rules, regulations, laws and agreements.
7. Landlord reserves the right to modify these rules and/or adopt such other reasonable and non-discriminatory rules and regulations as it may deem necessary for the property operation of the parking area.

Exhibit V

KATHERINE FERNANDEZ RUNDLE STATE ATTORNEY'S OFFICE

Program summary

SECOND FLOOR

- (1) Welcome desk / Reception
- (1) Security area
- (1) Deposition room (10'x10')
- (1) Waiting area
- (1) Work station / cubicle area
- (1) Interview room (10'x12')
- (2) Offices (10'-12')
- (2) Law enforcement task force offices (14'x10')
- (1) Forensic / cyber analyst/storage (21'X25')
- (1) Conference room (308 sf)
- Restrooms, Copy room

THIRD FLOOR

- (6) Work stations / Cubicles (6'x8')
- (1) Break room
- (3) Attorney offices (10'x12')
- (1) paralegal office (10'x12')
- (1) Supervisor office (14'x11')
- (1) Director Office (10'x'12')
- (1) Additional office (10'x12')
- (1) Conference room (320sf)
- File room
- Restrooms, copy room

Exhibit V

FOURTH FLOOR

- (8) Work stations
- (3) Attorney offices
- (3) Victim specialist's office (10'x12')
- (1) Division chief's office (15'x11')
- (1) Paralegal office (10'x12')
- (1) Forensic Interviewer's office (10'x13')
- (1) Staff Office - (10'x10')
- (1) Conference room
- Restrooms

Exhibit V

Golden Sands General Contractors, Inc.
2500 NW 39th Street, Suite 104
Miami, FL 33142
Phone: (305) 633-3336

Proposal

09/17/15

Proposal for:
American Business Continuity D
2500 N.W. 39th Street
Miami FL 33142

Job Name:
State Attorney Investigat 1390
1390 NW 14th ave
Miami FL 33142

Phone:
Fax:

Description		Price
Job: 3297		
1 General Conditions		
1.040	Architecture & Engineering	66,000.00
1.090	Supervision & Coordination	35,000.00
1.080	Permit Processing	5,000.00
1.070	Permit	30,000.00
1.710	Cleaning & Waste Management	15,000.00
	Subtotal:	$151,000.00
2 Sitework		
2.070	Dumpsters	9,000.00
	Subtotal:	$9,000.00
6 Carpentry		
6.220	Millwork	10,000.00
	Subtotal:	$10,000.00
8 Windows & Doors		
8.100	Doors & Frames	15,500.00
8.700	Hardware	15,000.00
8.800	Interior Glazing / Storefronts	25,500.00
	Subtotal:	$56,000.00
9 Finishes		
9.200	Drywall	50,000.00
9.800	Painting (Interior)	27,000.00

Exhibit V

09/17/16

Proposal

Continued...

	Description	Price
		15,000.00
9.300	Tile	25,000.00
9.600	Flooring	90,000.00
9.600	Acoustical Ceiling	
	Subtotal:	$147,000.00
15 Mechanical		
		75,000.00
15.100	HVAC	58,000.00
15.300	Fire Sprinkler	38,000.00
15.400	Plumbing	
	Subtotal:	$171,000.00
16 Electrical		
		120,610.00
16.100	Electrical & Lighting	16,000.00
16.200	Fire Alarm	
	Subtotal:	$136,610.00
	Grand Total:	$680,610.00

All work to be completed in a workmanlike manner according to standard practices. Customer agrees to the contents of this document and hereby contracts Golden Sands General Contractors, Inc. to complete the work outlined in this document and agrees to all terms and conditions herein.

John Fedele (Golden Sands)

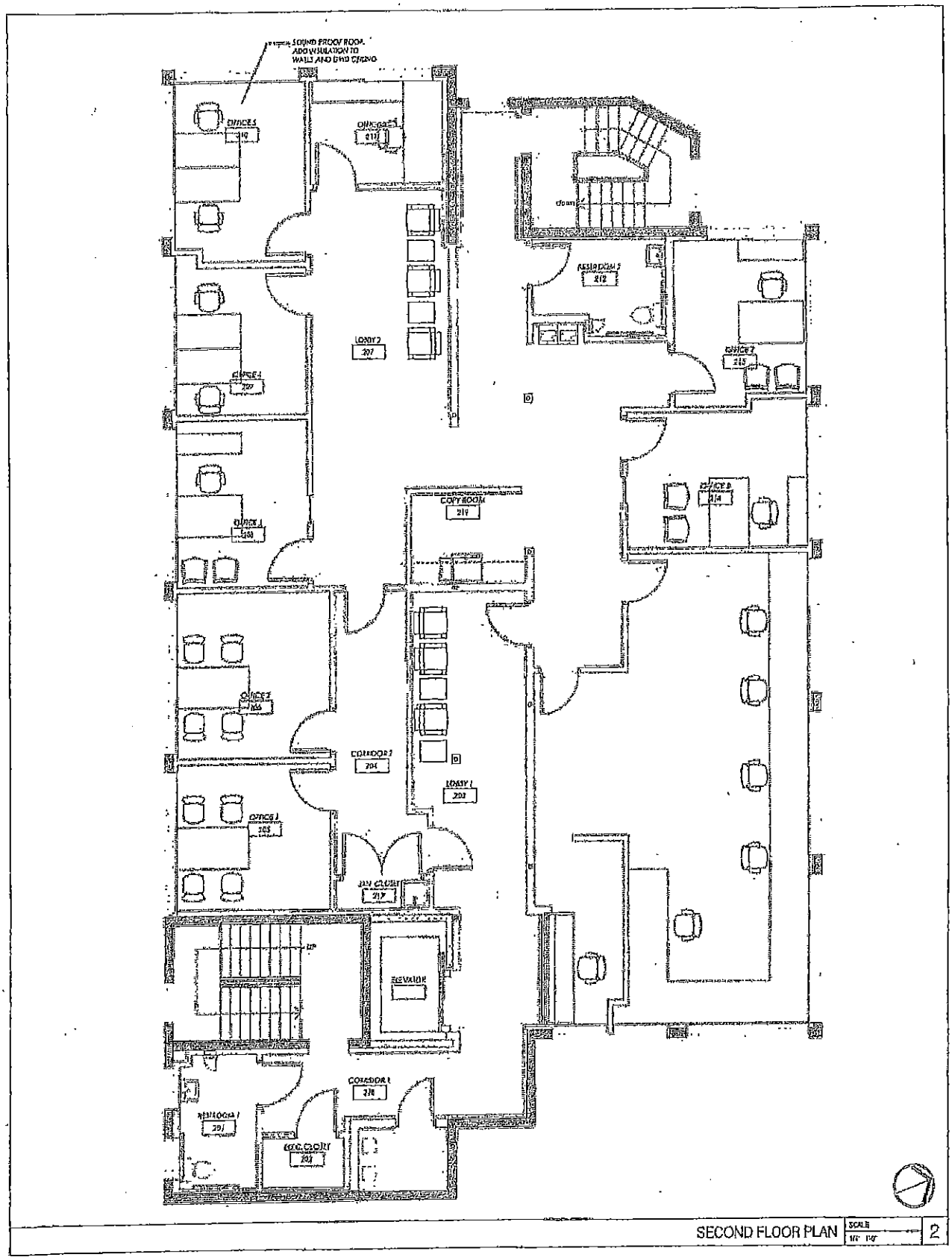
Customer

march 22, 2016

Date

Date

Exhibit V



SECOND FLOOR PLAN | SCALE | 2

Exhibit V

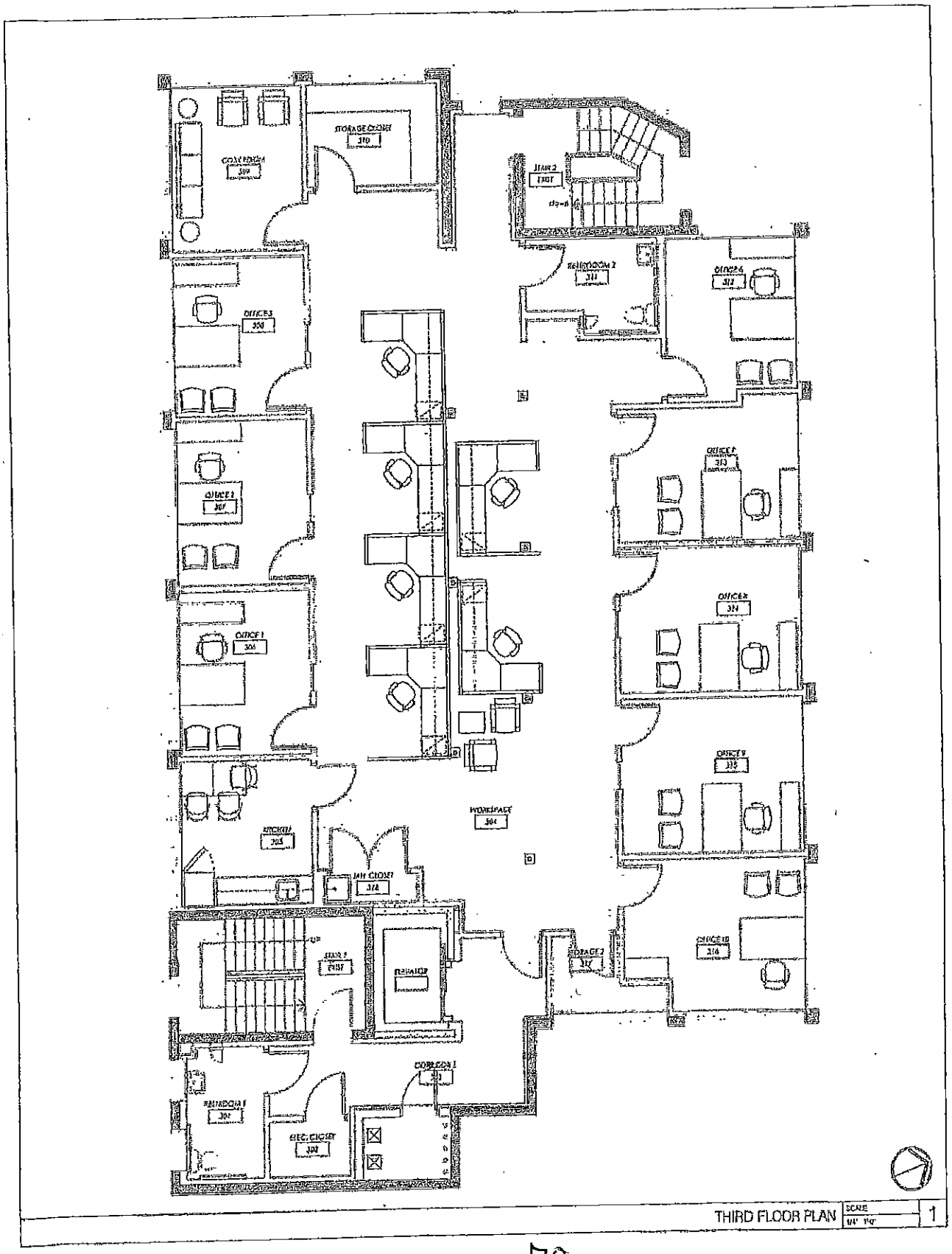
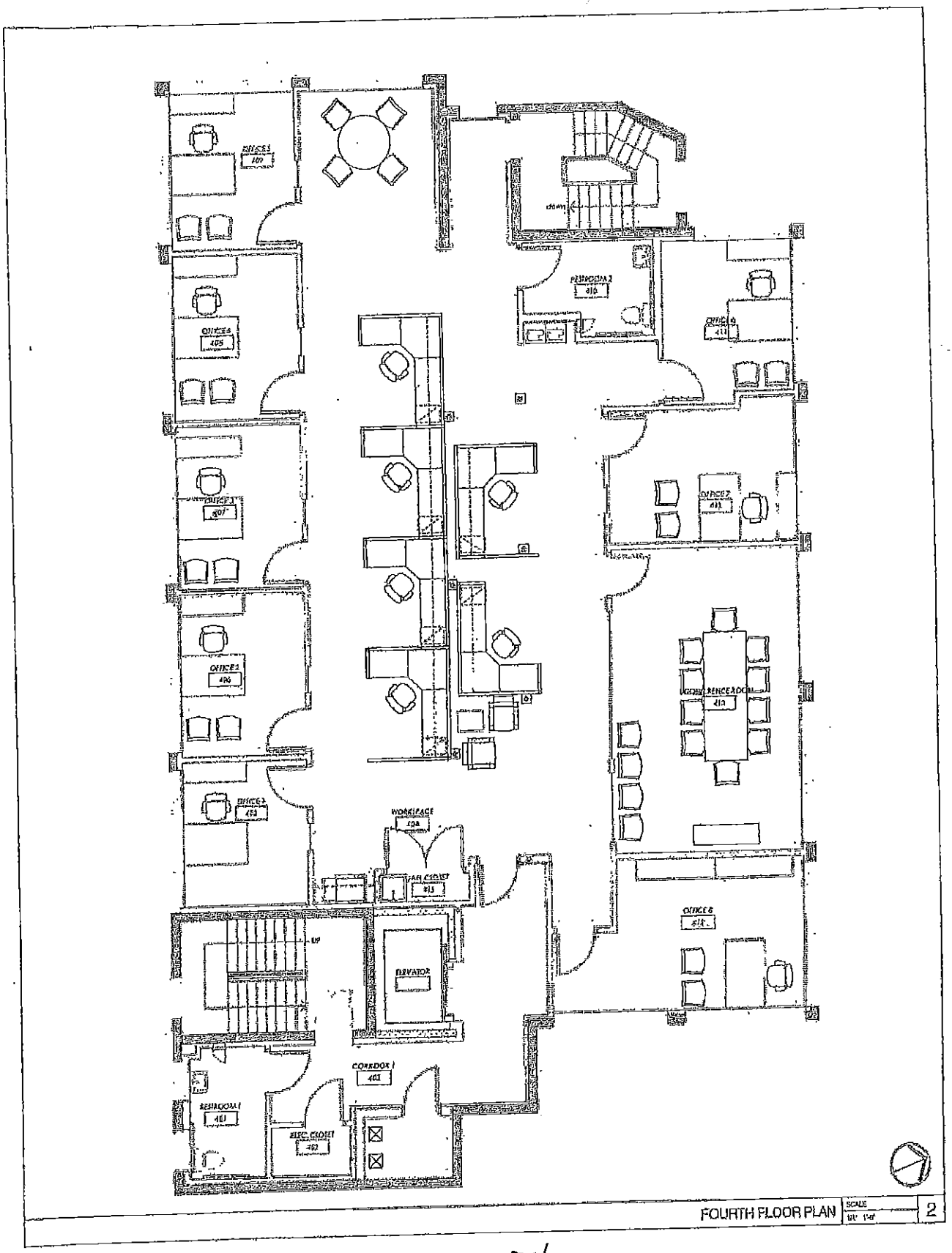

STORAGE CLOSET
310
CONFERENCE
309
STAIR 2
FIRST
RESTROOM 2
311
OFFICE 6
312
OFFICE 3
308
OFFICE 2
307
OFFICE 7
313
OFFICE 1
306
OFFICE 8
314
OFFICE 9
315
WORKSPACE
304
KITCHEN
305
JAN CLOSET
316
STAIR 1
FIRST
REPAIR
STORAGE 2
317
OFFICE 10
318
CORRIDOR 1
RESTROOM 1
302
ELEC CLOSET
303
THIRD FLOOR PLAN
SCALE
1

Exhibit V



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