

RESOLUTION NO. 03-23

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING THE LEASE AGREEMENT WITH 4055, L.C. FOR OFFICE SPACE AT 4055 NW 97TH AVENUE, DORAL, FLORIDA; AUTHORIZING THE MAYOR TO EXECUTE THE LEASE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council for the City of Doral (the "City") adopted Resolution No. 03-11 on August 21, 2003 authorizing the City Manager to negotiate a lease for temporary office space for City administration; and

WHEREAS, the City Manager has negotiated a lease with 4055, L.C. for temporary office space for the City located at 4055 NW 97th Avenue, Doral, Florida; and

WHEREAS, the City Council desires to approve the lease agreement with 4055, L.C. for office space at 4055 NW 97th Avenue, Doral, Florida.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and are incorporated herein by this reference.

Section 2. Approval of Lease Agreement. The Lease Agreement with 4055, L.C. for office space, attached as Exhibit "A," is approved.

Section 3. Execution of Lease Agreement. The Mayor is authorized to execute the Lease Agreement on behalf of the City.

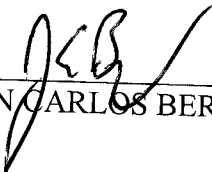
Section 4. Effective Date. This resolution shall take effect immediately upon its adoption.

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

Mayor Juan Carlos Bermudez
Vice Mayor Peter Cabrera
Councilmember Michael DiPietro
Councilmember Sandra Ruiz
Councilmember Robert Van Name

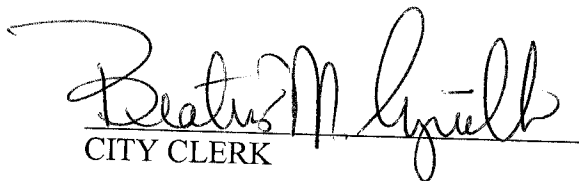
Yes
Yes
Yes
Yes
Yes

PASSED and ADOPTED this 10th day of September, 2003.



JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:



CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE
SOLE USE OF THE CITY OF DORAL:



CITY ATTORNEY

LEASE AGREEMENT

4055 N.W. 97th Avenue
Doral, Florida 33178

LEASE

BY AND BETWEEN

4055, L.C.

A Florida Limited Liability Company

("Lessor")

AND

CITY OF DORAL

("Lessee")

Res. 03-23

Lease Agreement
4055 N.W. 97th Avenue
Doral, Florida 33178

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4055 N.W. 97th Avenue
Doral, Florida 33178

LEASE

This lease is made as of the _____ day of _____, 2003, by and between **4055, L.C.**, a Florida Limited Liability Company, herein called **LESSOR**, and **CITY OF DORAL**, herein called **LESSEE**.

CONFLICT OF INTEREST AND CODE OF ETHICS.

The **LESSEE** is subject to a Conflict of Interest and Code of Ethics ordinance. It is specifically agreed between the **LESSOR** and **LESSEE** that this **LEASE** is an arm's length transaction made in the ordinary course of business. This business transaction will not preclude the **LESSOR** or any of its shareholders, including but not limited to The Corradino Group, Inc., from performing any other work or services for the **CITY OF DORAL**.

1. FUNDAMENTAL EXHIBITS TO LEASE.

The exhibits listed below and attached to this Lease are incorporated herein by this reference.

EXHIBIT "A" - LAYOUT OF PREMISES
EXHIBIT "B" - SITE PLAN (Intentionally left blank.)
EXHIBIT "C" - LEASE RULES AND REGULATIONS (Intentionally left blank.)

2. DEMISED PREMISES.

For and in consideration of the rent hereinafter reserved and the mutual covenants hereinafter contained, **LESSOR** does hereby lease and demise unto **LESSEE**, and **LESSEE** does hereby hire, lease and accept, from **LESSOR**, space on the ground floor (sometimes referred to as the "former planning area" and "conference room"), containing approximately 2,300 leasable square feet, at 4055 N.W. 97th Avenue, Doral, Florida 33178, all as shown as the "Premises" on the attached Exhibit "A," the "Demised Premises."

3. TERM.

To have and to hold the same for a term of six (6) months; commencing on October 1, 2003, and ending March 31, 2004, (the "Term"). **LESSEE** acknowledges that it has inspected the Demised Premises and conclusively accepts the Demised Premises in its present condition as suitable and satisfactory for the purpose for which the Demised Premises are leased.

4. **RENT.**

(a) **LESSEE** shall pay as rent for the Demised Premises the net sum of Eleven Thousand, Five Hundred dollars (\$11,500.00), payable One Thousand, Nine Hundred and Seventeen dollars (\$1,917.00) per month, plus applicable sales tax thereon for each and every month during the term of this Lease ("Rent"). The Rent includes water, sewer, electric, and solid waste disposal. All rent payments shall be made to 4055, L.C. and received by **LESSOR** in advance of the first day of each and every month. Rent payment and all sums hereinafter designated as additional rent shall be hand-delivered or mailed to **LESSOR** at 4055 N.W. 97th Avenue, Doral, Florida 33178, all of which **LESSEE** hereby covenants and agrees to pay without demand, deduction, set-off or notice. Mailing address may change at **LESSOR's** sole discretion.

(b) **LESSOR** agrees that **LESSEE** may use some of the **LESSOR's** existing facilities within the building. These facilities may include, telephone service, internet connection(s), photocopying, facsimile, cleaning and the like ("Additional Services"). **LESSEE** shall pay **LESSOR** for the reasonable cost of these Additional Services as additional rent (the "Additional Rent"). The Additional Rent shall be paid within thirty (30) days after receiving an invoice from the **LESSOR** for the Additional Services. The term Rent and Additional Rent shall be collectively referred to in this Lease as Rent.

(c) In the event that **LESSEE** fails to pay an installment of Rent by the tenth (10th) day of the month for which such monthly installment of Rent is due, **LESSEE** shall pay **LESSOR** a late fee of Fifty Dollars (\$50.00) in addition to the monthly installment of Rent.

5. **RENT ADJUSTMENT.**

(Intentionally left blank.)

6. **ANNUAL OPERATING COSTS.**

(Intentionally left blank.)

7. **ADDITIONAL RENT.**

Any amounts required to be paid by **LESSEE** hereunder and any charges or expenses incurred by **LESSOR** on behalf of **LESSEE** under the terms of this Lease shall be considered additional rent payable in the same manner and upon the same terms and conditions as the rent reserved hereunder. Failure on the part of **LESSEE** to pay such additional rent when and as the same shall become due shall entitle **LESSOR** to the remedies available to it for non-payment of rent.

8. **TAXES AND LEASEHOLD IMPROVEMENTS.**

LESSEE shall pay before delinquency any and all taxes and assessments upon **LESSEE's** leasehold improvements, equipment, furniture, fixtures and other personal property located on or used in connection with the Demised Premises.

9. **USE.**

(a) **LESSEE** shall occupy and use the Demised Premises for the offices of the **City of Doral** and for any other proper municipal purposes and for no other purpose. **LESSEE** shall at the termination and/or expiration of this Lease return said Demised Premises to **LESSOR** in as good condition as when received, loss by accidental fire or other casualty not occurring through negligence of **LESSEE** and ordinary wear and tear excepted. As a material consideration hereto the **LESSEE** covenants that **LESSEE** shall not permit the Demised Premises to be occupied by any person, firm or corporation other than the **LESSEE** whose name appears on this Lease without the prior written consent of **LESSOR**.

(b) **LESSEE** shall not use or permit upon said Demised Premises anything that will invalidate or alter the classification of the policy of insurance now or hereafter carried on the Building of which the Demised Premises are a part, or that will increase the rate of insurance on said Demised Premises or on said Building; **LESSEE** shall not use or permit upon said Demised Premises anything that may be dangerous to life or limb; **LESSEE** shall not in any manner deface or injure said Building or any part thereof, or overload the floors of said Demised Premises. **LESSEE** shall not permit any objectionable noise or odor to escape or be emitted from said Demised Premises or do anything or permit anything to be done upon said Demised Premises in any way tending to create a nuisance or tending to disturb any tenant in said Building or the occupants of neighboring properties. **LESSEE** shall not use the parking areas in any manner for the storage of materials, parts, supplies, trailers, equipment or machinery, nor shall **LESSEE** use the parking areas in any manner which could obstruct or interfere with the rights and safety of other tenants or persons. **LESSEE** will not use the Premises for any illegal purpose or in violation of any government regulations or embarrass **LESSOR** or any other tenant.

(c) **LESSEE** shall comply with all governmental laws, ordinances and regulations and shall obtain and maintain all necessary licenses and permits applicable to **LESSEE** and to the use of the Demised Premises, and shall promptly comply with all governmental orders and directives for the correction, prevention and abatement of nuisances in, upon, or connected with the Demised Premises, all at **LESSEE's** sole expense.

(d) **LESSEE** will observe all fire code requirements, including but not limited to maintaining the internal door to the east side fire exit unlocked during working hours.

10. **REPAIRS BY LESSEE.**

LESSEE shall keep the Demised Premises clean and free from all dirt and other refuse; continuously keep and maintain every part and portion of the Demised Premises, (excluding structural components, the roof, gutters, glass, downspouts and exterior walls) in good order and repair.

11. REPAIRS BY LESSOR.

LESSOR shall have no duty to **LESSEE** to make any repairs or improvements to the interior of the Demised Premises except structural repairs necessary for safety and tenantability, and then only if not brought about by any act or neglect of **LESSEE**, its agents, employees or invitees. **LESSOR** shall not be liable for any damage caused to the person or property of **LESSEE**, its agents, employees or invitees, due to the Property or the Building or any part of appurtenances thereof being improperly constructed or being or becoming out of repair, or arising from the leaking of water or sewer, or from electricity, or from any other cause whatsoever. **LESSEE** agrees to report immediately in writing to **LESSOR** any defective condition in or about the Demised Premises known to **LESSEE** which **LESSOR** is required to repair, and a failure to so report shall make **LESSEE** liable to **LESSOR** for any expense, damage or liability incurred by **LESSOR** and resulting from such defects.

12. ALTERATIONS.

LESSEE shall make no alterations in, or additions to, said Demised Premises without first obtaining **LESSOR's** written consent, which will not be unreasonably withheld or delayed. At the termination and/or expiration of this Lease or any renewal thereof, if **LESSOR** so elects, **LESSEE** shall, at **LESSEE's** expense, remove all alteration, additions, improvements and partitions erected by **LESSEE** and restore the Demised Premises to their original condition; otherwise such improvements shall be delivered up to **LESSOR** with the Demised Premises, and shall become the absolute property of the **LESSOR** without payment or offset. The **LESSEE** shall, at **LESSEE's** expense, at the termination and/or expiration of this Lease or any renewal thereof, remove all of **LESSEE's** personal property (and those improvements made by **LESSEE** which have not become the property of the **LESSOR**), including, but not limited to trade fixtures, bins, machinery and shall repair all damage done by or in connection with the installation or removal of said personal property and improvements, and restore the Demised Premises to their original condition. All property of **LESSEE** remaining on the Demised Premises at the termination and/or expiration of this Lease shall conclusively be deemed abandoned and may be removed by **LESSOR** and **LESSEE** shall reimburse **LESSOR** for the cost of such removal. **LESSOR** may have any such property stored at **LESSEE's** expense. All such removals and restoration shall be accomplished in a good and workmanlike manner so as not to damage the primary structure or structural qualities and other improvements situated on the Demised Premises and the Building in which the Demised Premises are located.

13. SIGNS.

LESSEE shall not be permitted to paint, place, erect or cause to be painted, placed or erected signs on the roof, front, back or side portions of either Building, the Property, or on the grounds of the Demised Premises without first obtaining written consent from the **LESSOR**, which will not be unreasonably withheld or delayed. At or prior to the termination and/or expiration of this Lease, or any renewal thereof, **LESSEE** shall remove any signs so painted, placed or erected, and shall restore the walls and other portions of the Demised Premises or any building to which any of the said signs were attached to their former condition, ordinary wear and tear excepted.

14. ROOF RIGHTS.

Except as otherwise provided in this Lease, **LESSOR** shall have the exclusive right to use all or any portion of the roof of the Building for any purpose.

15. LAWS AND ORDINANCES.

LESSEE will, at its own cost, promptly comply with and carry out all orders, requirements or conditions now or hereafter imposed upon it by the ordinances, laws and/or regulations of the municipality, county, and/or state in which the Demised Premises are located whether required of **LESSOR** or otherwise, in the conduct of **LESSEE's** business, except that **LESSOR** shall comply with any orders affecting structural walls and columns unless due to **LESSEE's** particular business or use of the Premises. **LESSEE** will indemnify and hold **LESSOR** harmless from all penalties, claims, and demands resulting from **LESSEE's** failure or negligence in this respect.

16. FURNITURE; FIXTURES; EQUIPMENT.

(a) Business machines, mechanical equipment and materials belonging to **LESSEE** which cause vibration, noise, cold, heat or fumes that may be transmitted to such a degree as to be objectionable to **LESSOR** shall be placed, maintained, isolated, stored and/or vented by **LESSEE** at its sole expense so as to absorb and prevent such vibration, noise, cold, heat or fumes. **LESSEE** shall not keep within or about the Demised Premises any dangerous, inflammable, toxic or explosive material. **LESSEE** shall indemnify **LESSOR** and hold it harmless against any and all damage, injury, or claims resulting from the moving of **LESSEE's** equipment, furnishings and/or materials into or out of the Demised Premises or from the storage or operation of the same. Any and all damage or injury to the Demised Premises, the Building, or the Property caused by such moving, storage or operation shall be repaired by **LESSEE** at **LESSEE's** sole cost and expense.

(b) **LESSEE** shall not install any equipment whatsoever which will or may necessitate any changes, replacements or additions to the water system, plumbing system, heating system, air conditioning system or the electrical system of the Demised Premises without the prior written consent of **LESSOR**, which will not be unreasonably withheld or delayed.

17. DAMAGE.

(a) If the Demised Premises should be damaged or destroyed by fire, tornado, hurricane or other casualty, **LESSEE** shall give immediate written notice thereof to **LESSOR**.

(b) If the Demised Premises should be materially destroyed by fire, tornado, hurricane or other casualty, this Lease shall terminate and the rent shall be abated during the unexpired portion of this Lease, effective upon the date of the occurrence of such damage.

(c) Notwithstanding anything herein to the contrary, in the event the holder of any indebtedness secured by a mortgage upon the Demised Premises requires that any portion of the

insurance proceeds payable to **LESSOR** as a result of such casualty be applied to such indebtedness, then **LESSOR** shall have the right to terminate this Lease by delivering written notice of termination to **LESSEE**, whereupon all rights and obligations hereunder shall cease.

(d) Any insurance which may be carried by **LESSOR** or **LESSEE** against loss or damage to the Demised Premises and other improvements situated on the Demised Premises shall be for the sole benefit of the party carrying such insurance and under its sole control.

(e) Each of **LESSOR** and **LESSEE** hereby releases the other from any and all liability or responsibility to the other or anyone claiming through or under them by way of subrogation or otherwise for any loss or damage to the Property caused by fire or any of the extended coverage casualties covered by the insurance required to be maintained hereunder, even if such fire or other casualty shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible; provided, however, that this release shall be applicable and in force and effect only with respect to loss or damage occurring during such times as the releasor's policies shall contain a clause or endorsement to the effect that any release shall not adversely affect or impair said policies or prejudice the right of the releasor to recover thereunder and shall be applicable only up to the amount of said insurance. Each of **LESSOR** and **LESSEE** agrees that it will require its insurance carriers to include in its policies such a clause or endorsement.

(f) **LESSOR** shall maintain standard fire and extended coverage insurance covering the Building of which the Demised Premises are a part in an amount not less than eighty (80%) percent of the replacement cost of the Building.

18. OTHER INSURANCE.

The **LESSEE**, during the Term or any renewal thereof, shall maintain, at its expense, public liability and property damage insurance written by a company or companies licensed in Florida and acceptable to **LESSOR**, naming **LESSOR** as an additional insured. The liability policy shall be one which shall afford protection in the minimum sum of (\$1,000,000.00) in the event of injury or death to a single person and in the minimum sum of (\$1,000,000.00) in the event of any one accident and for property damage in the minimum sum of (\$1,000,000.00). **LESSEE** shall furnish to **LESSOR** certificates evidencing that such insurance is in effect continuously during the Term or any renewal thereof. The certificate shall require thirty (30) days written notice from the insurer to **LESSOR** of any cancellation or reduction in coverage.

19. INSPECTION.

LESSOR and **LESSOR's** agents and representative shall have the right to enter and inspect the Demised Premises any time during reasonable business hours, accompanied by a representative of the **LESSEE**, for the purpose of ascertaining the condition of the Demised Premises or in order to make such repairs as may be required to be made by **LESSOR** under the terms of this Lease. **LESSOR** and **LESSOR's** agents and representatives shall have the right to enter the Demised Premises at any time during reasonable business hours, accompanied by a representative of the **LESSEE**, for the purpose of showing the Demised Premises and shall have the right to erect on the Demised Premises a suitable sign indicating the Demised Premises are available.

20. LIENS.

If any mechanic's or materialmen's liens or other liens or order for the payment of money shall at any time be filed against the Demised Premises herein demised, the Building or Property on which the Demised Premises are located, or any improvement thereon, or against **LESSOR** as owner thereof, by reason of, or arising out of, any labor or materials furnished or alleged to have been furnished or to be furnished to or for the **LESSEE** at the Demised Premises, **LESSEE** shall promptly, or in any event within fifteen (15) days after notice of the recording of such lien or the entering of such order, cause the same to be cancelled and discharged of record, by bond or otherwise at the expense of **LESSEE**, and shall also defend, on behalf of **LESSOR**, but at **LESSEE**'s sole cost and expense, any action, suit or proceeding which may be brought thereon or for the enforcement of such lien or order, and **LESSEE** hereby agrees to pay any damages and to discharge any judgments entered therein and to save the **LESSOR** harmless from any claims or damages resulting therefrom. Should **LESSEE** fail to bond or otherwise discharge such lien or order then **LESSOR** reserves the right to do so and the cost thereof or any sums which may thereafter become due and payable by the **LESSOR** shall be deemed additional rent and shall be payable on demand. Provided, however, notwithstanding anything to the contrary herein contained, **LESSOR** and **LESSEE** hereby agree that no such lien or hereinabove described shall constitute a claim, lien, or encumbrance on the title of **LESSOR** in and to the Demised Premises, the Building wherein the Demised Premises are located, and the Property upon which said Building is erected.

21. ASSIGNMENT AND SUBLETTING.

LESSEE shall not have the right to transfer or assign this Lease or to sublet the whole or any part of the Demised Premises or to mortgage, pledge or otherwise encumber its interest on this Lease or its interest, if any, in the Demised Premises, without the prior written consent of **LESSOR**, it being agreed that **LESSEE** has only a usufruct, not subject to levy and sale or otherwise transferable whether voluntarily or by operation of law, except as otherwise set forth herein and shall at all times, notwithstanding any permitted transfer, assignment, subletting or encumbrance, and notwithstanding the acceptance of rents by the **LESSOR** from such transferee, assignee, subtenant or mortgagee, remain fully responsible and liable for the payment of the rent herein specified and for compliance with all of **LESSEE**'s other obligations under the terms, provisions, and covenants of this Lease, and the giving of such consent to a transfer, assignment, subletting or encumbrance shall not be deemed a complete performance of the said covenants contained herein, so as to permit any subsequent transfer, assignment subletting or encumbrance without like written consent. Any permitted transfer assignment, subletting or encumbrance shall be subject to all the terms, condition of this Lease or any mortgage to secure debt on the Demised Premises, and the term of any such subletting shall expire on or prior to the date of termination of this Lease. Upon the occurrence of any "event of default" as hereinafter defined, if the Demised Premises or any part thereof are then transferred, assigned or sublet, **LESSOR**, in addition to any other remedies herein provided or provided by law, may at its option collect directly from such transferee, assignee or subtenant all rents becoming due to **LESSEE** under such transfer, assignment or sublease and apply such rent against any sums due to **LESSOR** from **LESSEE** hereunder, and no such collection shall be construed to constitute a novation or a

release of **LESSEE** from the further performance of **LESSEE's** obligations hereunder. **LESSOR** shall have the right to assign any of its rights and obligations under this Lease. **LESSOR** shall further have the right at **LESSOR's** option upon an "event of default" to take over any and all subleases or any part thereof and further to succeed to all rights and privileges and any sums held by **LESSEE** of said subleases or such of them as **LESSOR** may elect to take over and assume. In the event **LESSOR** consents to **LESSEE** subletting all or a portion of the Demised Premises, if any rent accruing to **LESSEE** as the result of such subletting which is in excess of the rent then being paid by **LESSEE**, and if any other economic consideration is received by or to be received by **LESSEE** in connection with any subletting or assignment, shall be paid to **LESSOR** by **LESSEE** as additional rent.

22. BROKERS.

LESSEE warrants that it has no dealings with any real estate broker or agents in connection with the negotiation of this Lease and it knows of no real estate broker or agent who is entitled to a commission in connection with this lease.

23. CONDEMNATION.

If the whole or a part of the Demised Premises shall be taken under the power of eminent domain, or shall be conveyed to a governmental agency to avoid such taking, and such taking shall cause the remaining portion of the Demised Premises to be unsuitable for use by **LESSEE** for the purpose for which the same are leased, either **LESSOR** or **LESSEE** shall have the option to terminate this Lease as of the date **LESSEE** is required to yield possession. If a part of the Demised Premises shall be so taken that the remaining part of the Demised Premises shall be adequate for use by **LESSEE**, then this Lease shall terminate as to the part so taken or conveyed on the day when **LESSEE** is required to yield possession thereof and **LESSOR** shall make such repairs and alterations as may be necessary in order to restore the part not taken to useable condition and the rental payable hereunder shall be reduced in proportion to the part of the Demised Premises so taken. All compensation awarded for any taking (or the proceeds of sale under threat thereof) whether for the whole or a part of the Demised Premises, shall be the property of **LESSOR**, whether such award is compensation for damages to **LESSOR's** or **LESSEE's** interest in the Demised Premises, and **LESSEE** hereby assigns all of its interest in any such award to **LESSOR**; provided, however, **LESSOR** shall have no interest in any award made to **LESSEE** for loss of business or for the taking of **LESSEE's** fixtures and personal property within the Demised Premises, if a separate award for such items is made to **LESSEE**.

24. EVENTS OF DEFAULT.

The following events shall be deemed to be events of default by **LESSEE** under this Lease:

- (a) **LESSEE** fails to pay when due any installment of the rent hereby reserved, any sum of money due or payable as additional charges or expenses under the provisions of this Lease or any other payment or reimbursement to **LESSOR** required herein, and such failure continues for a period of ten (10) days from the date such installment was due; or

(b) **LESSEE** becomes insolvent, or makes a transfer in fraud of creditors, or makes an assignment for the benefit of creditors; or

(c) A petition, voluntary or involuntary, is filed by or against **LESSEE** under any section or chapter of the National Bankruptcy Act, as amended, or under any similar law or statute of the United States or any State thereof, or **LESSEE** is adjudged bankrupt or insolvent in proceedings filed against **LESSEE** thereunder; or

(d) A receiver or trustee is appointed for all or substantially all of the assets of **LESSEE**; or

(e) **LESSEE** abandons or vacates the Demised Premises; or

(f) **LESSEE** fails to comply with any other of the terms, provisions or covenants of this Lease (other than the foregoing in this paragraph 24) and does not cure such failure within fifteen (15) days after **LESSOR's** written notice thereof to **LESSEE** (unless, however, the **LESSEE** in good faith commences curing within the 15-day period and proceeds in a businesslike manner); or

(g) **LESSEE** in any way attempts to transfer or other devolution of the interests or any part thereof of the **LESSEE**, or any assignee hereunder, to any other person or corporation either by reason of the several acts and things hereinabove enumerated or if **LESSEE**, or any assignee by dissolved.

25. CUMULATIVE REMEDIES.

Upon the occurrence of any of such events of default described in paragraph 24 hereof, **LESSOR** shall have the option to pursue any one or more of the following remedies with or without any notice or demand whatsoever:

(a) Terminate this Lease, in which event **LESSEE** shall immediately surrender the Demised Premises to **LESSOR** and if **LESSEE** fails to do so, **LESSOR** may, without prejudice to any other remedy which it may have for possession or arrearages in rent, enter upon and take possession of the Demised Premises and expel or remove **LESSEE** or any other person who may be occupying such Demised Premises or any part thereof, by reasonable force if necessary, without being liable for prosecution or any claim of damages therefor; and **LESSEE** agrees to pay **LESSOR** on demand the amount of any loss and damage which **LESSOR** may suffer by reason of such termination whether through inability to rent the Demised Premises on satisfactory terms or otherwise.

(b) Enter upon and take possession of the Demised Premises and expel or remove **LESSEE** and any other person who may be occupying such Demised Premises or any part thereof, by reasonable force if necessary, without being liable for prosecution or any claim for damages therefor, and repair, alter and relet the Demised Premises for the term of the original term or for any part thereof or for a longer period and receive the rent therefor applying the same to the payments of such expenses as the **LESSOR** may be put to by reason thereof, or including, without limitation to advertising, refurbishing expenses and attorney's fees and then to the fulfillment of **LESSEE's** covenants and agreements hereunder; and **LESSEE** agrees to pay **LESSOR** on demand any deficiency that may arise by reason of such reletting.

(c) Enter upon the Demised Premises, by reasonable force if necessary, without being liable for prosecution or any claim for damages therefor, and do whatever **LESSEE** is obligated to do under the term of this Lease; and **LESSEE** agrees to reimburse **LESSOR** on demand for any expenses which **LESSOR** may incur in thus effecting compliance with **LESSEE**'s obligations under this Lease, and **LESSEE** further agrees that **LESSOR** shall not be liable for any damages resulting to **LESSEE** from any reasonable action taken in connection therewith. In the event **LESSEE** fails to pay any installment of rent hereunder or any sum or money due or payable as additional rent within five (5) days of when such amount is due, **LESSEE** shall pay to **LESSOR** a late charge in an amount equal to Five (5%) percent of such installment or \$50.00 whichever amount is greater; and the failure to pay such amount within five days after demand therefor, shall be an event of default hereunder. **LESSEE** shall further pay to **LESSOR** the sum of \$25.00 for any returned checks. The provision for such late charges and returned check charges shall be in addition to all of **LESSOR**'s other rights and remedies hereunder or at law and shall not be construed as liquidated damages or as limiting **LESSOR**'s remedies in any manner. Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent or additional rent due to **LESSOR** hereunder for the unexpired Lease Term or any renewal thereof, or of any damages occurring to **LESSOR** or its agents in a reasonable manner to discharge the obligations or to exercise the rights of **LESSOR** hereunder during the Term hereby granted shall be deemed to absolve or discharge the **LESSEE** from liability hereunder or shall be deemed a termination of this Lease or an acceptance of the surrender of the Demised Premises, and no agreement to terminate this Lease or to accept a surrender of said Demised Premises shall be valid unless in writing and signed by **LESSOR**. No waiver by **LESSOR** or any violation or breach by **LESSEE** of any of the terms, provisions and covenants herein contained shall be deemed to constitute a waiver of a subsequent breach of any of the terms, provisions or covenants herein contained. Forbearance by **LESSOR** to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default. All rights of the **LESSOR** hereunder are hereby reserved and conferred upon **LESSOR** as distinct, separate and cumulative remedies. If, on account of any breach of default by **LESSEE** in **LESSEE**'s obligations under the terms and conditions of this Lease, it shall become necessary or appropriate for **LESSOR** to employ or consult with an attorney concerning or to enforce or defend any of **LESSOR**'s rights of remedies hereunder, **LESSEE** agrees to pay any reasonable attorney's fees so incurred.

26. UTILITIES.

LESSOR shall in no event be liable for any interruption or failure of utility services on the Demised Premises.

27. LIABILITY.

(a) **LESSEE** covenants and agrees that it will protect and save and keep the **LESSOR** forever harmless and indemnified against and from any penalty or damage or charges imposed for any violation of any laws or ordinances resulting from the use or occupancy of the Demised Premises by **LESSEE** or those holding under **LESSEE**, or the employees, guests, licensees or

invitees thereof; and the **LESSEE** will at all times protect, indemnify and save and keep harmless the **LESSOR** against and from any and all loss, cost, damage or expense, arising out of or from any accident or other occurrence on or about said Demised Premises, causing injury to any person or property whomsoever or whatsoever except for such accident or other occurrence directly and solely resulting from the gross negligence of **LESSOR**, or the employees, guests, licensees or invitees thereof; and will protect, indemnify and save and keep harmless the **LESSOR** against and from any and all claims and against and from any and all loss, cost, damage or expense, including attorney's fees and court costs arising out of any failure of **LESSEE**, its agents, employees and representatives, in any respect to comply with and perform all the requirements and provisions of this Lease.

(b) **LESSOR** shall not be liable for any damage, either to person or property sustained by **LESSEE** or sustained by **LESSEE's** employees, guests, licensees, or invitees, including loss of business, due to the Building of which the Demised Premises are a part, or any part thereof, or any appurtenances thereof, becoming out of repair or due to the happenings of any accident in or about said Building or due to any act or neglect of any tenant or occupant of said Building, or any other person. The **LESSEE** agrees to indemnify and save **LESSOR** harmless from any and all liability for any damage to any person, property or effects of **LESSEE** or any other person during the term of this Lease and any renewal hereof occasioned by or resulting from the breakage, leakage or obstruction of the water, gas or sewer pipes or of the roof or rainducts or any fire sprinkler or other quenching system or other leakage or overflow or otherwise in or about the said Premises or from any carelessness, negligence or improper conduct on the part of the **LESSEE** or the **LESSEE's** employees, guests, representatives, invitees, licensees, or otherwise arising out of or in connection with the **LESSEE's** operation in, on or about said Premises or the driveways, sidewalks or public areas adjoining the same and the **LESSOR** shall not be liable for any damage, loss or injury to the person, property or effects of the **LESSEE** or any other person suffered on, in or about the Premises by reason of any present, future, latent or other defects in the form character or condition of said Premises or any part or portion thereof, or by reason of any rain, water, fire, storms, accident or any other cause or reason and the Rent shall not be diminished or withheld by reason or on account of any such loss or damage. **LESSEE** agrees that all personal property and all alterations, additions and improvements made by **LESSEE** upon the Demised Premises shall be there at the risk of **LESSEE** only and that **LESSOR** shall not be liable for any damage thereto or theft thereof.

28. PROPERTY AT LESSEE'S RISK.

It is understood and agreed that all personal property in the Demised Premises, of whatever nature, whether owned by **LESSEE** or any other person, shall be and remain at **LESSEE's** sole risk and **LESSOR** shall not assume any liability or be liable for any damage to or loss of such personal property, arising from the bursting, overflowing, or leaking of the roof or of water or sewer pipes, or from heating or plumbing fixtures or from the handling of electric wires or fixtures or from any other cause whatsoever.

29. RULES AND REGULATIONS.

LESSEE shall at all times comply with the rules and regulations set forth on Exhibit C attached hereto, and with any additions thereto and modifications thereof adopted from time to time by

LESSOR and each such rule or regulation shall be deemed to be a covenant of this Lease to be performed and observed by **LESSEE**.

30. PARKING.

LESSOR grants **LESSEE** the non-exclusive, unassigned, right to use the parking area or areas designated by the **LESSOR** from time to time. **LESSEE** hereby agrees to comply with all traffic and parking rules and regulations imposed by **LESSOR** from time to time.

31. MODIFICATIONS DUE TO FINANCING.

If, in connection with obtaining temporary or permanent financing for the Building or the land upon which the Building is located, any such lender shall request reasonable modifications of this Lease as a condition to such financing, **LESSEE** agrees that **LESSEE** will not unreasonably withhold, delay or defer the execution of any agreement of modification of this Lease provided such modifications do not increase the financial obligations of the **LESSEE** hereunder or materially adversely affect the leasehold interest hereby created or **LESSEE**'s reasonable use and enjoyment of the Demised Premises.

32. ATTORNEY'S FEES.

In the event **LESSEE** defaults in the performance of any of the terms, covenants, agreements or conditions contained in this Lease, and **LESSOR** places the enforcement of all or any part of this Lease, the collection of any Rent due or to become due or recovery of the possession of the Demised Premises in the hands of an attorney, the non-prevailing party will pay the prevailing party's reasonable attorney's fees and court costs (including appeals) for the services of the attorney, whether suit is actually filed or not.

33. APPLICABLE LAW.

This Lease shall be construed under the laws of the State of Florida.

34. NO RESERVATIONS.

(Intentionally left blank.)

35. SEVERABILITY.

If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall to any extent be held invalid or unenforceable, the remainder of this Lease or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant and condition of this Lease shall be valid and enforced to the fullest extent permitted by law.

36. RENT TAX.

LESSEE shall pay and be liable for all rental, sales and use taxes, or other similar taxes, if any are levied or imposed by any City, State, County or other governmental body having authority, such payments to be in addition to all other payments required to be paid to **LESSOR** by **LESSEE** under the terms of this Lease. Any such payments shall be paid concurrently with the payment of the Rent upon which the tax is based as set forth above.

37. ACTS OF GOD.

LESSOR shall not be required to perform any covenant or obligation in this Lease, or be liable in damages to **LESSEE**, so long as the performance or non-performance of the covenant or obligation is delayed, caused by or prevented by an act of God or force majeure.

38. REMEDIES CUMULATIVE; NO WAIVER.

All rights and remedies given herein and/or by law or in equity to **LESSOR** are separate, distinct and cumulative, and no one of them, whether exercised by **LESSOR** or not, shall be deemed to be in exclusion of any of the others. No failure of **LESSOR** to exercise any power given **LESSOR** hereunder, or to insist upon strict compliance by **LESSEE** with his obligations hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of **LESSOR**'s right to demand exact compliance with the terms hereof.

39. MODIFICATIONS.

This writing is intended by the parties as the final expression of their agreement and as a complete and exclusive statement of the terms thereof, all negotiations, considerations and representations between the parties having been incorporated herein. No course of prior dealing between the parties or their affiliates shall be relevant or admissible to supplement, explain or vary any of the terms of this Lease. Acceptance of or acquiescence in, a course of performances rendered under this or any prior agreement between the parties or their affiliates shall not be relevant or admissible to determine the meaning of any of the terms of this Lease. No representations, understandings or agreements have been made or relied upon the making of this Lease other than those specifically set forth herein. This Lease can only be modified by a written agreement signed by all of the parties hereto.

40. WAIVER OF JURY TRIAL.

LESSOR and **LESSEE** each hereby waives all rights to trial by jury in any claim action proceeding or complaint by either party against the other on any matter arising out of or in any way connected with this Lease, the relationship of **LESSOR** and **LESSEE** and/or **LESSEE**'s use or occupancy of the Demised Premises. **LESSEE** further agrees that it will not interpose any counter claim or counterclaims in summary proceeding or in any action based upon non-payment of Rent or any other payment required of **LESSEE** hereunder.

41. **HOLDOVER TENANCY.**

Any holding over after the expiration of the term herein will be granted only with the express written consent of LESSOR and shall be construed to be a tenancy from month to month, at a rental rate per month which is twice the amount LESSEE paid for the last full month prior to the expiration of the Term herein. All of the terms and conditions herein specified, so far as applicable, will remain in effect during holdover tenancy period.

42. **QUIET ENJOYMENT.**

LESSOR represents and warrants that it has full right and authority to enter into this Lease and that LESSEE, upon paying the rental herein set forth and performing the other covenants and agreements herein set forth, shall peaceably and quietly have, hold and enjoy the Demised Premises for the Term hereof without hindrance of molestation, subject to the terms and provisions of this Lease.

43. **SECURITY DEPOSIT.**

[Intentionally left blank.]

44. **NOTICES.**

All notices required herein to be given by LESSEE to LESSOR shall be given by hand delivery or by registered or certified mail, postage prepaid, and sent to LESSOR in care of 4055, L.C., 4055 N.W. 97th Avenue, Doral, Florida 33178, Attn: Burt J. Deutsch, General Counsel, or to such other person or places as shall be designated in writing by the LESSOR. All notices required herein to be given by LESSOR to LESSEE shall be given by hand delivery or by registered or certified mail, postage prepaid, and shall be sent to City of Doral, 4055 NW 97th Avenue, Doral, Florida, Attn: Joe Rasco, City Manager, or to such other person or places as shall be designated in writing by LESSEE. All notices shall be deemed given when accepted or refused.

45. **SUMS EXPENDED BY LESSOR TO BE ADDITIONAL RENT.**

In the event that LESSOR shall pay any sum of money or do any act which will require the expenditure of any sums by reason of the failure of the LESSEE to perform any of the covenants, terms or conditions herein contained, the LESSEE covenants to repay promptly such sums to the LESSOR upon demand, and in default thereof the sums so paid by the LESSOR, together with interest thereon at the rate of eighteen (18%) percent per annum, may be added as additional rent to the basic rent becoming due upon the next rent payment day, or any subsequent rent payment day and shall be payable as such. Nothing contained herein shall be construed to postpone the right of the LESSOR immediately upon expending such sums to collect such sums with interest by an action at law or otherwise.

46. **MORTGAGES.**

LESSEE accepts this Lease subject and subordinate to any mortgage to secure debt now or at any time hereafter constituting a lien or charge upon the Demised Premises or the land improvements on which the Demised Premises are situated; provided, however, that in the event of a transfer of title to the Demised Premises pursuant to the exercise of any right or remedy granted by any such mortgage to secure debt or similar security instrument, or in lieu thereof, **LESSEE** shall, upon the request of such transferee, attorn to and recognize such transferee as its landlord hereunder, and this Lease shall continue in full force and effect as a direct Lease between **LESSEE** and such transferee.

47. **MISCELLANEOUS.**

- (a) Words of any gender used in this Lease shall be held and construed to include any other gender and words in the singular number shall be held to include the plural, unless the context otherwise requires.
- (b) The terms, provisions, covenants, and conditions contained in this Lease shall apply to, inure to the benefit of, and be binding upon, the parties hereto and upon their respective heirs, legal representatives, successors and permitted assigns except as otherwise herein expressly provided.
- (c) Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.
- (d) The captions inserted in this Lease are for convenience only and in no way define, limit or otherwise describe the scope or intent of this Lease, or any provision hereof, nor in any way affect the interpretation of this Lease.
- (e) **LESSEE** agrees, from time to time, within ten (10) days after request of **LESSOR**, or deliver to **LESSOR**, or **LESSOR**'s designee, an estoppel certificate stating that this Lease is in full force and effect, the date to which rent has been paid, the unexpired term of this Lease and such other matters pertaining to this Lease as may be reasonably requested by **LESSOR**.
- (f) This lease may only be altered, changed or amended by an instrument in writing signed by both parties hereto.
- (g) The invalidity or unenforceability of any provisions of this Lease shall have no effect on the validity or enforceability of any other provision of this Lease.
- (h) As security for payment of rent, damages and all other payments required to be made by this Lease, **LESSEE** hereby grants to **LESSOR** a lien upon all property of **LESSEE** now or subsequently located upon the leased premises. If **LESSEE** abandons or vacates any substantial

portion of the leased premises or is in default in the payment of any rentals, damages or other payments required to be made by this Lease or is in default of any other provision of this Lease, **LESSOR** may enter upon the leased premises, by picking or changing locks if necessary, and take possession of all or any part of the personal property, and may sell all or part of the personal property at a public or private sale, in one or successive sales, with or without notice, to the highest bidder for cash, and, on behalf of **LESSEE**, sell and convey all or part of the personal property to the highest bidder, delivering to the highest bidder all of **LESSEE**'s title and interest in the personal property sold. The proceeds of the sale of the personal property shall be applied by **LESSOR** toward the reasonable costs and expenses of the sale, including attorney's fees, and then toward the payment of all sums then due by **LESSEE** to **LESSOR** under the terms of this Lease. Any excess remaining shall be paid to **LESSEE** or any other person entitled thereto by law.

(i) This Lease is intended as and constitutes a security agreement within the meaning of the Florida Uniform Commercial Code. **LESSOR**, in addition to the rights prescribed in this Lease, shall have all of the rights, titles, liens and interests in and to **LESSEE**'s property, now or hereafter located upon the leased premises, which may be granted a secured party, as that term is defined under the Florida Uniform Commercial Code, to secure to **LESSOR** payment of all sums due and the full performance of all **LESSEE**'s covenants under this Lease and **LESSOR** shall be entitled to exercise all the rights of a secured party under the Florida Uniform Commercial Code in the event of **LESSEE**'s default. **LESSEE** will on request execute and deliver to **LESSOR** a financing statement for the purpose of perfecting **LESSOR**'s security interest under this Lease or **LESSOR** may file this Lease or a copy thereof as a financing statement. Unless otherwise provided by law and for the purpose of exercising any right pursuant to this section, **LESSOR** or **LESSEE** agree that reasonable notice shall be met if such notice is given by ten (10) days written notice, certified mail, return receipt requested, to **LESSOR** or **LESSEE** at the addressed specified herein.

IN WITNESS WHEREOF, the parties hereunto have set their hands on the day and year first above written.

Witnesses:

LESSOR:

4055, L.C.

(First Witness As to Lessor)

BY: _____
(An Authorized Agent)

(Second Witness As to Lessor)

TITLE: _____

LESSEE:

CITY OF DORAL

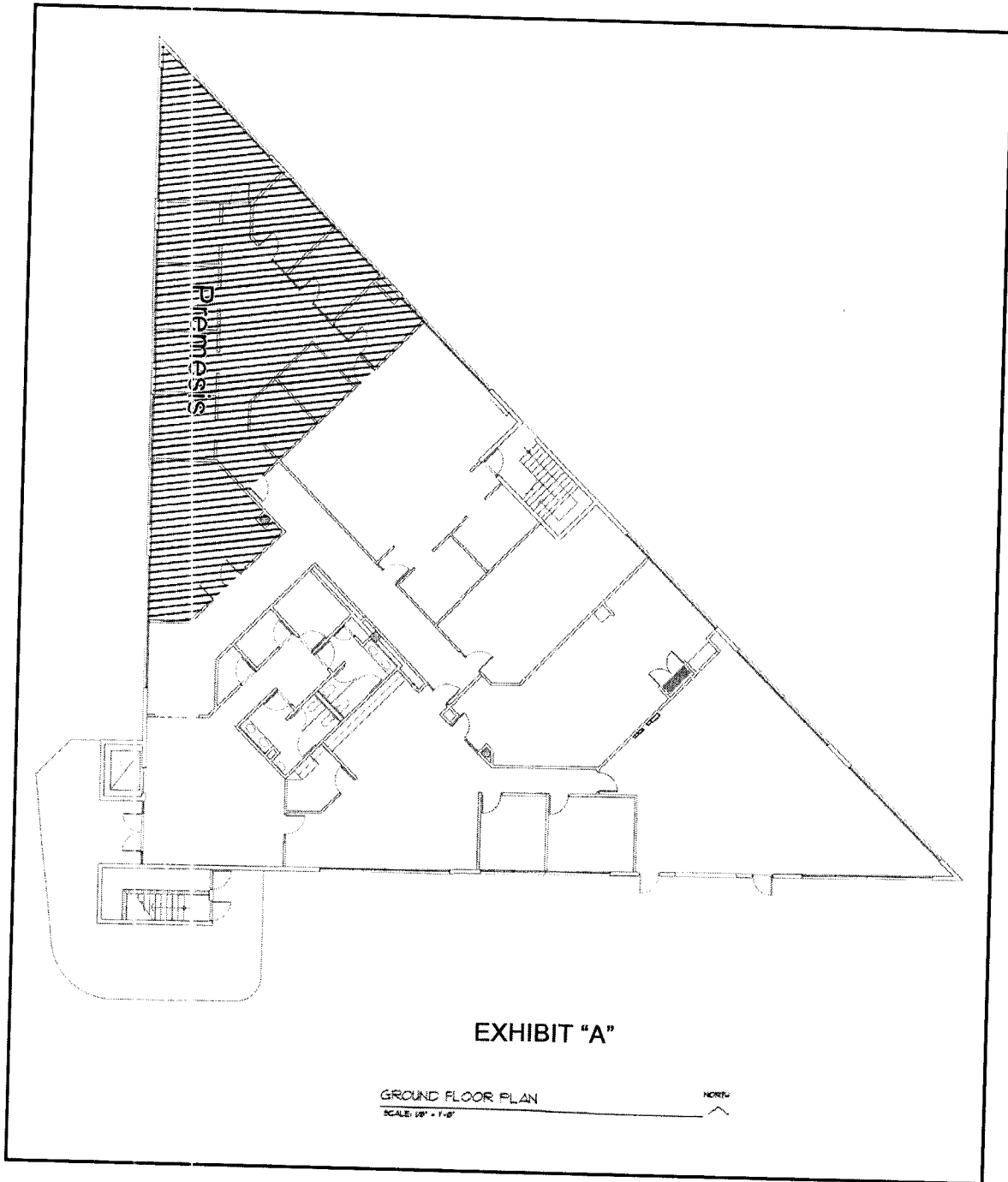
(First Witness As to Lessee)

BY: _____
(Signature)

(Printed Name)

(Second Witness As to Lessee)

TITLE: _____



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