



STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES

DISCRIMINATION

REQUIRED ADDENDUM I

LEASE NUMBER: 760:0528

An entity or affiliate who has been placed on the Discriminatory Vendor List may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

Lessee

Lessor

Date

Date



STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES

PUBLIC ENTITY CRIME STATEMENT

REQUIRED ADDENDUM II

LEASE NUMBER: 760:0528

Public Entity Crime Statement: Section 287.133, Florida Statutes, places the following restrictions on the ability of persons convicted of public entity crimes to transact business with the department:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

Lessors Signature

Date



**STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES**

FAILURE TO COMPLY

ADDENDUM NUMBER III

LEASE NUMBER: 760:0528

In the event that Lessor fails to comply with any term or provision of this Lease after written notice, Lessee reserves the option to 1) setoff and deduct from the rental amount due Lessor under this lease such sums as Lessee determines are required to remedy the default of Lessor; 2) do whatever Lessor is obligated to do under the terms of this Lease; and Lessor agrees to reimburse Lessee on demand for any reasonable expenses which Lessee may incur in thus effecting compliance with Lessor's obligation under this Lease; and Lessee hereby covenants and agrees to use its best efforts to mitigate damages caused thereby; 3) terminate this Lease and vacate the premises, but without prejudice to any remedy which might otherwise be used by the Lessee for any breach of the Lessor's covenants contained herein; and/or 4) bring suit for damages against Lessor for any expense (including reasonable attorney's fees) Lessee may incur by reason of a delay in the Commencement Date of this Lease, except for any such delay caused solely by any delay, default or omission of Lessee.

Lessee is required to give Lessor written notice setting forth in reasonable detail the nature and extent of such failure and Lessor will be given thirty (30) days to cure such failure. If such failure cannot reasonably be cured within such thirty (30) day period, the length of such period shall be extended for the period reasonably required therefor, if Lessor commences curing such failure within such thirty (30) day period and continues the curing thereof with reasonable diligence and continuity. Reason for setoff of amounts due under this Lease shall include, but are not limited to, remedying heating and air conditioning equipment and roofing deficiencies. Each occasion of setoff of rental amounts due under this Lease shall be contingent upon the prior approval of Lessee's legal counsel.

State of Florida
Department of

Lessor Signature

Lessee Signature

(SEAL)



STATE OF FLORIDA

DEPARTMENT OF MANAGEMENT SERVICES
DISCLOSURE STATEMENT

ADDENDUM IV

Lease No: 760:0528

Authority: Paragraphs 255.249(4)(h)(i), 255.01 F.S.

Check One: ___ Privately Owned ___ Entity Holding Title ___ Publicly Owned

Name of Entity: _____

Name of Facility: _____

Facility Location:: _____

City: _____ County: _____ Zip: _____

Total Net Rentable Square Footage in Building _____

Federal Identification No. (F.I.N. or S.S.N.) _____

PUBLICLY OWNED FACILITIES COMPLETE THIS AND SIGNATURE PORTION ONLY:
IS THIS FACILITY FINANCED WITH LOCAL GOVERNMENT OBLIGATIONS OF ANY TYPE?

___ YES ___ NO

This is to certify that the following individual(s) or entity holds 4% or more interest and/or the following public official(s), agent(s) or employee(s) holds any interest in the property or in the entity holding title to the property being leased to the State.

This is to certify that all beneficial interest is represented by stock in a corporation registered with the Securities and Exchange Commission or is registered pursuant to Chapter 517, Florida Statutes, which stock is for sale to the general public. ___ Yes ___ No

If entity is a Corporation (not registered with the Securities and Exchange Commission), LLC, Partnership or Trust provide information for any individual holding 4% or more interest in the Corporation, LLC Partnership or Trust. If no one holds more than 4% interest, then so state.

Name: _____

Home Address: _____

Principal Occupation: _____

Occupational Address: _____

Percent of Interest: _____

Name: _____

Home Address: _____

Principal Occupation: _____

Occupational Address: _____

Percent of Interest: _____

(Attach additional pages if necessary)

The equity of all others holding interest in the above named property totals:_____.

If a public official, agent or employee provide:

Name of individual:_____

Name of public agency:_____

Position held:_____

If Owner(s) is an Individual:

(Print or Type)

(Manual Signature)

(Print or Type)

(Manual Signature)

Date Signed:_____

**If Owner(s) is Corporation,
Partnership, Trust, etc:**

Print or Type Name Corporation, Partnership,
Trust, etc.

CORPORATE
SEAL

Authorized Signature

This is to certify that I, _____, as _____,
(Print or Type Name) (Print or Type Title)
am authorized to sign for the required information thereon.

Date Signed: _____

Disclosure Statement

Additional Page

Lease No.: 760:0528

Name _____

Home Address: _____

Principal Occupation: _____

Occupational Address: _____

Percent of Interest: _____

Name _____

Home Address: _____

Principal Occupation: _____

Occupational Address: _____

Percent of Interest: _____

Name _____

Home Address: _____

Principal Occupation: _____

Occupational Address: _____

Percent of Interest: _____

Name _____

Home Address: _____

Principal Occupation: _____

Occupational Address: _____

Percent of Interest: _____

Name _____

Home Address: _____

Principal Occupation: _____

Occupational Address: _____

Percent of Interest: _____



**STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES**

**TENANT IMPROVEMENTS FOR
PAINT AND FLOORING**

ADDENDUM: VI

Lease: 760:0528

All painted surfaces shall be repainted once every three years after the commencement of the lease at the request of a Department representative during the term and any renewals. Touch up painting to be done as requested by a Department representative. Repainting will be required prior to exercising the renewal options.

Flooring replacement will be required, at the discretion of the Department every five years after the commencement of the lease and prior to exercising the renewal options. Replacement of Ceramic Tile is only required if noticeable wear and tear is present. As a first step to correct any problems, the proposer retains the right to have the floors professionally cleaned. In the event cleaning does not meet the Department's standards, new flooring will be required.

This addendum shall not be construed to conflict with the "Informal Request For Proposal", or any of the build-out requirements incorporated therein.

Lessee Signature

Lessor Signature

(SEAL)

COMMISSION AGREEMENT

REPRESENTATION OF THE STATE OF FLORIDA AND ITS RESPECTIVE AGENCIES

ADDENDUM VII

LEASE: 760:0528

Agreement ("Agreement") is entered into as of this _____ day of _____, 2010, by and between ("Owner") and The State of Florida ("Tenant"), and _____ Cushman & Wakefield of Florida, Inc. _____ (Broker).

The following provisions are true and correct and are the basis for this Agreement:

..... A. Owner has legal title to a property located at _____, in Dade County, Florida on _____ which tract is an office building/project commonly known as _____ (the "Building"), and which is _____ further described as, or a portion of, Property

..... Appraisers Parcel Number: _____.

..... B. Broker has presented the office space needs of Tenant to Owner and has and will render services in connection with the _____ leasing of office space to the Tenant.

..... C. Should a Lease (herein so called) be consummated, Owner has agreed to pay The State of Florida a real estate _____ commission in consideration for services rendered and to be rendered in consummating a Lease pursuant to the terms and _____ conditions set forth herein.

..... D. Owner understands and agrees that Broker is serving solely as a representative of Tenants' interest. Likewise, Owner _____ acknowledges that the applicable fee structure(s) defined below, as mutually agreed between Owner, Broker and Tenant, will _____ be (has been) considered and included within the Owner's proposal for lease.

..... NOW THEREFORE, in consideration of the mutual promises set forth herein and for other good and valuable consideration _____ the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

..... 1. **AGREEMENT TO PAY COMMISSION.** Owner hereby agrees to pay a real estate commission to Tenant in a sum equal to four percent (4%) of the total Gross Rentals to be paid to Owner over the term of the lease (with no offset). Should a lease term be for a period greater than ten years, Owner will pay only two percent (2%) of the total Gross Rentals to be paid to Owner for the period exceeding the 120th month of rental payments. The commission on any expansion shall be equal to four percent (4%) of the total additional Gross Rents added to, or above the total rents of the original lease, if the tenant broker is involved. The commission on any renewal shall be 2% of Total Gross Rentals.

..... 2. **PAYMENT OF COMMISSION.** The commission shall be due and payable to Tenant in cash (i) one half (1/2) at the time the Lease is signed and (ii) the balance on the earlier to occur of (a) the first day that Tenant occupies all or any portion of the space covered by the Lease, or (b) commencement of the term under the Lease. If Tenant's space is expanded or if the Lease is renewed, the commission in relation to such renewal or expansion will be due and payable in full at the time an modification or renewal notice covering the expansion or renewal is executed by Owner and Tenant, if Tenant Broker is involved. Tenant hereby agrees to pay to Broker said commissions based on a separate agreement between Tenant and Broker.

3. **SUCCESSORS AND ASSIGNS.** The obligation to pay and the right to receive any of the commissions described above shall inure to the benefit and obligation of the respective heirs, successors and/or assigns of Owner or Broker. In the event of a sale or an assignment of the Property which includes Tenant's demised premises, Owner agrees to secure from the purchaser or assignee a written recordable agreement under which the new owner or assignee assumes payment to Tenant of all commissions payable hereunder.

..... 4. **REPRESENTATION OF TENANT.** Although Owner will pay the commission to Tenant, who will in turn pay Broker, _____ Broker will not be representing Landlord in the contemplated lease transaction. Broker will be representing only Tenant in _____ such transaction. Landlord acknowledges and agrees that it is responsible for any commissions due any other broker with _____ respect to this transaction

..... 5. Owner agrees to disclose to Broker and to Tenant any and all information which Owner has regarding the condition of the _____ property including, but not limited, to structural, mechanical and soil conditions, the presence of and location of asbestos,

FM 4065 (R05/04)

Please initial Offeror acknowledgement on all pages of this submittal form: _____

..... PCB transformers, other toxic, hazardous or contaminated substances, and underground storage tanks in, on, or about the
..... Property. Broker is authorized to disclose any such information to Tenant.

..... 6. Each signatory to this Agreement represents and warrants that it has full authority to sign this Agreement on behalf of the party for whom he signs and that this Agreement binds such party.

..... 7. This agreement constitutes the entire Agreement between Owner and Tenant and Broker and supersedes all prior discussions, negotiations, and agreements, whether oral or written. No amendment, alteration, cancellation or withdrawal of this Agreement shall be valid or binding unless made in writing and signed by both Owner and Tenant and Broker. This Agreement shall be binding upon, and shall benefit, the heirs, successors and assignees of the parties.

8. NOTICES:

To Broker: Cushman & Wakefield of Florida, Inc.

210 N. Franklin Street, Suite 3600, Tampa, FL 33602

Attn: Judy Stenta, State of Florida Account Manager

To Owner:

To Tenant:

9. LEGAL DESCRIPTION (if not attached as Exhibit "A")

AGREED AND ACCEPTED this ___ day of _____, 2010

TENANT AGENCY:	OWNER:	BROKER:
By _____ Print or Typewritten _____ Title	By _____ Print or Typewritten _____ Title	By _____ Print or Typewritten _____ Title



**STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES**

JANITORIAL SERVICES

ADDENDUM VIII

LEASE NUMBER: 760:0528

The lessor agrees to furnish janitorial and cleaning services as part of this lease agreement. This includes furnishing all cleaning/maintenance equipment and cleaning supplies as required, including but not limited to, drinking cups at water fountains, bathroom tissues, paper towels, trash receptacle liners, hand soap (preferably liquid) and doormats at entrances to the facility. All supplies are to be of good quality acceptable in the janitorial profession and of satisfactory quality suitable to the needs of personnel.

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

FLOORS	
DAILY:	Carpeted Areas – Vacuum Non-carpeted Areas – Dust mop Remove gum and other materials. Spot damp mop and to remove stains or spots.
WEEKLY:	Non-Carpeted Areas – Damp mop and spray buff.
SEMI-ANNUALLY:	Machine clean carpets in hallways. Other areas to be cleaned if their condition so dictates.
	Strip, reseal and wax all normally waxed floors.
ANNUALLY:	Machine clean all carpets throughout the facility.
WALLS, CEILINGS, INTERIOR DOORS, LEDGES, ETC.	
WEEKLY:	Spot Clean Clean light switch plates and surrounding wall areas. Dust windowsills, ledges, fixtures, etc.
MONTHLY:	Dust or vacuum HVAC registers.
ANNUALLY:	Clean all light fixture diffuses and dust light bulbs.
WINDOWS AND GLASS	
DAILY:	Spot clean entrances and vicinity glass both in and outside. Spot clean directory and internal glass or windows.
SEMI-ANNUALLY:	Clean inside of external windows.
WATER FOUNTAINS	
DAILY:	Clean and sanitize. Replenish supply of disposable cups (if applicable).

FURNISHINGS	
AS NEEDED, BUT AT LEAST WEEKLY:	Dust tables, chairs, desks, credenzas, file cabinets, bookcases, etc. Do not disturb any papers lying on desks or cabinets Dust and clean all ornamental wall decorations, picture, charts, chalkboards, etc. Dust draperies, venetian blinds, or curtains.
SEMI-ANNUALLY:	Vacuum all drapes, venetian blinds, or curtains.
TRASH AND REFUSE	
DAILY:	Empty and clean all trash receptacles. Receptacle liners are to be used. Change as necessary. Remove all collected trash to external dumpsters or trash containers. In conference rooms, reception areas, etc., remove accumulated trash, i.e. paper cups, soda cans, etc.
CIGARETTE URNS AND ASHTRAYS	
DAILY:	Empty and clean all cigarette urns. Empty and damp wipe all ashtrays.
ELEVATORS – (If Applicable)	
DAILY:	If carpeted, vacuum. If not carpeted, dust mop, remove gum and other materials, spot damp mop to remove stains or spots. Clean hardware and control panels.
WEEKLY:	Vacuum door tracks. Damp mop floors and spray buff if not carpeted.
STAIRWELLS (If Applicable)	
DAILY:	Remove accumulated trash. Spot sweep as required.
WEEKLY:	Sweep. Dust mop to remove stains. Dust handrails, ledges, etc. Spot clean walls and doors.
RESTROOMS	
DAILY:	Maintain in a clean and sanitary condition: floors, walls, doors, stalls, partitions, shelves, sinks, commodes, urinals, bath facilities, soap and towel dispensers Clean and polish mirrors. Empty and sanitize trash and sanitary napkin receptacles. Replenish supplies of tissue, towels, and soap. Check and replace, as necessary, deodorizer bars/room air freshener units.
MONTHLY:	Clean ceramic tile surfaces with a strong cleaner or bleach so that tile and grout have a uniform color.
LOUNGE AND KITCHEN AREAS (If Applicable)	
DAILY:	Clean and sanitize sinks and counter areas.
EXTERIOR	
DAILY:	Sweep outside area immediately adjacent to building entrances. Keep parking lot and surrounding grass areas free of trash.
WEEKLY:	Sweep all exterior access areas, i.e. sidewalks, porches, verandas, etc.

MAINTENANCE SERVICES

In reference to Articles III and V of the lease agreement:

1. Filters for HVAC shall be changed every 90 days at a minimum and more often as conditions warrant.
2. All painted surfaces in the facility shall be freshly painted at the commencement of this lease, if needed, and at least once every three years thereafter during the lease term and any renewals thereof. Touch up painting to be done as needed.
3. Perform such other services as are necessary to keep the facility clean and in a sanitary condition.

In providing any or all of the before mentioned services:

1. Janitorial staff are to only use necessary lighting in the areas in which they are actually working and turn off unnecessary lighting. Air conditioning equipment is not to be turned on for the exclusive use of the janitorial staff.
2. Only actual employees of the janitorial contractor are to be admitted to the premises.
3. During after hours cleaning, all outside doors are to be locked and janitorial staff are not to provide access into the facility to anyone.
4. Janitorial staff are to check exterior doors and windows to ensure the facility is secure at the time of leaving the facility.

Lessee Signature

Lessor Signature

(SEAL)