

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(F)(1)(A)
05-08-07

**OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA**

RESOLUTION NO. R-553-07

RESOLUTION AUTHORIZING EXECUTION OF A LEASE AGREEMENT AT 7855 N.W. 12 STREET, SUITE 114, MIAMI, WITH ADLER OFFICE ASSOCIATES, A FLORIDA LIMITED PARTNERSHIP FOR PREMISES TO BE UTILIZED BY THE MIAMI-DADE CORRECTIONS AND REHABILITATION DEPARTMENT FOR ADMINISTRATIVE OFFICES; AND AUTHORIZING THE COUNTY MAYOR OR HIS DESIGNEE TO EXERCISE ANY AND ALL OTHER RIGHTS CONFERRED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby approves the Lease Agreement between Miami-Dade County and Adler Office Associates, a Florida Limited Partnership, for premises to be utilized by the Miami-Dade Corrections and Rehabilitation Department for administrative offices; in substantially the form attached hereto and made a part hereof; authorizes the County Mayor or his designee to execute same for and on behalf of Miami-Dade County; and authorizes the County Mayor or his designee to exercise any and all other rights conferred therein.



MEMORANDUM

(Revised)

TO: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

DATE: May 8, 2007

FROM: Murray A. Greenberg
County Attorney

SUBJECT: Agenda Item No. 8(F)(1)(A)

Please note any items checked.

- "4-Day Rule" ("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
- Bid waiver requiring County Manager's written recommendation
- Ordinance creating a new board requires detailed County Manager's report for public hearing
- Housekeeping item (no policy decision required)
- No committee review

The foregoing resolution was offered by Commissioner Natacha Seijas, who moved its adoption. The motion was seconded by Commissioner Joe A. Martinez and upon being put to a vote, the vote was as follows:

Bruno A. Barreiro, Chairman	aye		
Barbara J. Jordan, Vice-Chairman	aye		
Jose "Pepe" Diaz	absent	Audrey M. Edmonson	aye
Carlos A. Gimenez	aye	Sally A. Heyman	aye
Joe A. Martinez	aye	Dennis C. Moss	aye
Dorrin D. Rolle	aye	Natacha Seijas	aye
Katy Sorenson	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	absent		

The Chairperson thereupon declared the resolution duly passed and adopted this 8th day of May, 2007. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override of this Board.

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

HARVEY RUVIN, CLERK



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

Monica Rizo

By: KAY SULLIVAN
Deputy Clerk

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LEASE AGREEMENT

THIS LEASE AGREEMENT made on the _____ day of _____, 2007 by and between ADLER OFFICE ASSOCIATES, a Florida Limited Partnership, hereinafter called the "LANDLORD," and MIAMI-DADE COUNTY, a political subdivision of the State of Florida, hereinafter called the "TENANT,"

WITNESSETH:

That LANDLORD, for and in consideration of the restrictions and covenants herein contained, hereby leases to TENANT and TENANT hereby agrees to lease from LANDLORD the Demised Premises described as follows:

Approximately 8,400 rentable square feet of air-conditioned office space, identified as 7855 N.W. 12 Street, Suite 114, Miami, Florida

The Building's square footage is 25,400 rentable square feet, of which 7,433 square feet of usable square feet is to be occupied by TENANT as the Premises. The ratio of rentable square footage to usable square footage in the Building is presently 13.0% (the "Factor"), which results in a rentable square footage in the Premises of 8,400.

The terms "rentable" and "usable" square footage (or area) shall have the meanings ascribed to them by the Building Owners and Managers Association International (BOMA) as the "American National Standard", as amended and in effect at the time of the execution of this Lease. Rentable area for the Premises and the Building shall be recomputed upon completion of the Building and/or the Premises. The respective rentable areas of the Premises, the Building and the Factor shall be certified by a licensed architect or engineer or by a duly qualified measurement specialist by the LANDLORD upon completion of the Building or the Premises. TENANT shall have the right to independently review and measure the Premises and the Building upon TENANT's taking of possession of the Premises. If there is a dispute as to the respective rentable areas the Premises, the Building and the Factor, and the parties cannot resolve any differences, the parties agree to have their respective measurement experts appoint an independent third party certified expert, either licensed architect or engineer or duly qualified measurement specialist to arbitrate and make a final

Memorandum

MIAMI-DADE
COUNTY

Date: May 8, 2007

To: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

Agenda Item No. 8(F)(1)(A)

From: George M. Burgess
County Manager

Subject: Lease Agreement at 7855 N.W. 12 Street, Suite 114, Miami
for the Miami-Dade Corrections and Rehabilitation Department
Property # 3034-00-00

RECOMMENDATION:

It is recommended that the Board approve the attached resolution authorizing execution of a Retroactive Lease Agreement at 7855 N.W. 12 Street with Adler Office Associates, a Florida Limited Partnership, for space to be occupied by the Miami-Dade Corrections and Rehabilitation Department. The Lease Agreement has been prepared by the General Services Administration at the request of the Miami-Dade Corrections and Rehabilitation Department (MDCR).

PROPERTY: 7855 N.W. 12 Street, Suite 114, Miami

COMMISSION DISTRICT: 12

**COMMISSION DISTRICT(S)
IMPACTED:** County-wide

OWNER: Adler Office Associates, a Florida Limited Partnership

COMPANY PRINCIPALS: General Partner:
Adler Office Associates, Inc.- 1%

Officers of Adler Offices Associates, Inc.:

Michael M. Adler - President, Director and CEO

Joel Levy - Executive Vice President and Assistant Secretary

Luis Arrizurieta - Secretary and Treasurer

Linda K. Adler - Assistant Secretary

Limited Partners:

Fay Zinn Revocable Trust - 6.761%

Richard Zinn and Susan Zinn - 12.772%

Adco, Ltc. - 79.467%

OWNER'S TRACK RECORD: No record for Adler Office Associates exists on file with Department of Business Development.

USE: 8,400 rentable square feet of air-conditioned office space.

JUSTIFICATION: The MDCR, Internal Affairs Bureau, desires to continue utilizing this facility as administrative offices. The department has been at this location since 1997.

LEASE TERM: Two years.

RENTAL RATE: The annual base rent for the first year is \$172,200.00, which is equal to \$20.50 per square foot. The annual base rent for the second year of the initial lease term period shall be increased by four percent (4%) to \$21.32 per square foot.

FINANCIAL IMPACT: The total financial impact for the first year of the lease agreement is estimated to be \$179,088.00, which is comprised of the following:

First-year Occupancy Cost:

	<u>Total Dollars</u>	<u>PSF</u>
Annual Base Rent	\$172,200.00	\$20.50
Lease Management Fee (4%)	<u>\$ 6,888.00</u>	
Total Cost to County, First Year	\$179,088.00	

LEASE CONDITIONS: Full service lease. The Landlord is responsible for electricity, water and sewer, janitorial and custodial services, trash disposal, air conditioning and heating equipment, the roof, interior and common area maintenance, electrical lines and fixtures, plumbing and the exterior of the building.

CANCELLATION PROVISION: The County may cancel at any time by giving Landlord 90 days prior written notice.

EFFECTIVE DATES: Commencing upon the effective date of the resolution of the Board of County Commissioners approving this lease agreement and terminating two years thereafter.

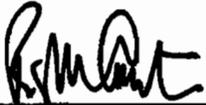
CURRENT LEASE: The current lease was approved by the Board on October 7, 1997 by Resolution No. R-1133-97. The lease commenced on January 26, 1997 for a five-year term and contained two additional two-year renewal option periods. The last option period expired January 25, 2007; however, the lease contains a holdover provision which authorizes the County to continue occupancy of the space on a month-to-month basis until the new lease is approved.

FUNDING SOURCE: General Fund. This item is budgeted in the MDCR operating budget.

OTHER PROPERTIES EVALUATED: 8200 N.W. 33 Street: \$24.95 per square foot, full service.

8301 N.W. 53 Street: \$21.95 per square foot, full service.

CONTRACT MONITOR: Peter DiFilippi, Real Estate Officer



Assistant County Manager

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determination as to the final rentable square footage areas and the Factor and the parties agree to be bound by said determination of the third party independent measurement expert.

TO HAVE AND TO HOLD unto the said TENANT for a term of Two (2) years, commencing upon the effective date of the resolution of the Board of County Commissioners approving this Lease Agreement for Suite 114 (the "Commencement Date"). TENANT shall pay LANDLORD during the Lease Term Base Rent as set forth in and shown below:

- (1) Year One: An annual rent of \$172,200.00 (based on the rental of 8,400 square feet at an annual rate of \$20.50 per square foot), payable in twelve equal monthly installments of Fourteen Thousand seven Hundred Eighty-Four Dollars or \$14,350.00.
- (2) Year Two: An annual rent of \$179,088.00 (based on the rental of 8,400 square feet at an annual rate of \$21.32 per square foot), payable in twelve equal monthly installments of Fourteen Thousand Nine Hundred Twenty Four Dollars or \$14,924.00.

TENANT agrees to pay LANDLORD rent, payable in advance on the first day of every month at 1200 N.W.78 Avenue, Suite 109, Miami, Florida 33126 or at such other place and to such other person as LANDLORD may from time to time designate in writing, as set forth herein.

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

ARTICLE I
USE OF DEMISED PREMISES

The premises shall be used by Miami-Dade County Department of Corrections and Rehabilitation for office space and for the performance of any County business incidental thereto by County departments, agencies and authorities, or for the purpose as the parties may otherwise agree.

ARTICLE II
CONDITION OF DEMISED PREMISES

LANDLORD, at its own expense, shall cause the Demised Premises to be in a state of good repair and suitable for usage by TENANT at the commencement of this Lease Agreement.

ARTICLE III
UTILITIES

LANDLORD, during the term hereof, shall pay all charges for water, waste disposal services, and electricity used by TENANT. LANDLORD and TENANT acknowledge that standard usage of the Leased Premises by Tenant will be from 7:00 a.m. through 7:00 p.m., on weekdays and 9:00 a.m. through 1:00 p.m., on Saturday. Upon written request from TENANT, LANDLORD will furnish air conditioning for non-standard time. TENANT shall use only office machines and equipment that operates on the Building's standard electric circuits, but which in no event shall overload the Building's standard electric circuits from which the TENANT obtains electric current.

ARTICLE IV
MAINTENANCE

LANDLORD agrees to provide, repair or replace, as necessary, and maintain and keep in good repair, condition, and appearance, during the term of this Lease Agreement or any extension or renewal thereof, the exterior of the building and the following:

- Plumbing and electrical lines, fixtures, and equipment;
- Trash and refuse disposal;
- Janitorial and custodial services as set forth in Exhibit B attached hereto;
- Halls, stairways, elevators, and lavatories;
- Air-conditioning and heating equipment;
- Roof and roof leaks;
- Windows, doors, and frames;
- Fire equipment, including inspection as required by applicable fire codes.

LANDLORD, at its sole cost and expense, shall perform or cause to be performed in the Demised Premises during the term of this Lease Agreement (except for Saturdays, Sundays, and holidays) after 5:00 p.m. the maintenance, trash disposal, janitorial services, custodial services, and services as described above.

Upon the failure of LANDLORD to initiate repairs or perform the above-stated services pursuant to this Lease Agreement after fifteen (15) days' written notification to do so by TENANT, TENANT may cause the repairs to be made and deduct their cost from the rental payments due and to become due until in each instance TENANT has fully recovered such costs in accordance with audited costs of repair furnished by TENANT to LANDLORD. Any costs incurred by TENANT shall be within or below reasonable commercial standards for similar work. In the event of an emergency, TENANT after proper notification to the LANDLORD and failure of the LANDLORD to take immediate action, may perform repairs that are the LANDLORD's responsibility and receive a credit against rental payments or a cash reimbursement from LANDLORD for the actual costs thereof. During the term of this Lease Agreement or any renewal thereof, if in TENANT's reasonable judgment a condition exists with respect to any matter in which the LANDLORD is obligated to maintain, that adversely affects TENANT's operations, and after proper notice, LANDLORD fails to repair same as required, TENANT may make such repairs and deduct the cost thereof from rental payments or any other amounts due to LANDLORD hereunder. All of the aforesaid repairs shall be made with reasonable diligence and in a good and workmanlike manner.

TENANT shall be responsible for the interior of the Demised Premises other than the above-described items.

ARTICLE V

ALTERATIONS BY TENANT

TENANT may not make any alterations, additions, or improvements in or to the Demised Premises without the written consent of LANDLORD. All additions, fixtures, or improvements (except but not limited to store and office furniture and fixtures which are readily removable without injury to the premises) shall be and remain a part of the premises at the expiration of this Lease Agreement. Subject to the above, any carpeting and removable partitions installed by TENANT within the Demised Premises shall remain TENANT's property and may be removed by TENANT upon the expiration of the Lease Agreement or any renewal or cancellation hereof.

ARTICLE VI
DESTRUCTION OF PREMISES

In the event the Demised Premises should be destroyed or so damaged by fire, windstorm, or other casualty to the extent that the Demised Premises are rendered untenable or unfit for the purpose of TENANT, LANDLORD shall have ninety (90) days to make premises tenantable, otherwise either party may cancel this Lease Agreement by the giving of written notice to the other; however, if neither party shall exercise the foregoing right of cancellation within ninety (90) days after the date of such destruction or damage, LANDLORD shall cause the building and Demised Premises to be repaired and placed in good condition as soon as practical thereafter. In the event of cancellation, TENANT shall be liable for rents only until the date of such fire, windstorm, or other casualty. In the event of partial destruction which shall not render the Demised Premises wholly untenable, the rents shall be proportionately abated in accordance with the extent to which TENANT shall be deprived of use and occupancy. TENANT shall not be liable for rent during such period of time as the premises shall be totally untenable by reason of fire, windstorm, or other casualty.

ARTICLE VII
DISABLED INDIVIDUALS

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

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

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

within a reasonable period thereafter.

LANDLORD recognizes and agrees that, throughout the term of the Lease Agreement, TENANT may in its discretion change its employees or programs which operate from the leased premises. LANDLORD agrees that TENANT may, at TENANT's expense, make such changes to the leased premises or the access thereto as may be required by TENANT to accommodate disabled individuals or to provide program accessibility in connection with any such change in TENANT's programs or work force.

ARTICLE VIII

NO LIABILITY FOR PERSONAL PROPERTY

All personal property placed or moved in the premises above described shall be at the risk of TENANT or the owner thereof. LANDLORD shall not be liable to TENANT for any damage to said personal property unless caused by or due to negligence or willful misconduct of LANDLORD, LANDLORD's agents or employees.

ARTICLE IX

SIGNS

Interior signs will be of the design and form of letter to be first approved by LANDLORD, the cost of painting to be paid by TENANT. All signs shall be removed by TENANT at termination of this Lease Agreement and any damage or unsightly condition caused to the building because of or due to said signs shall be satisfactorily corrected or repaired by TENANT.

ARTICLE X

LANDLORD'S RIGHT OF ENTRY

LANDLORD or any of its agents shall have the right to enter said premises during all reasonable working hours, upon the giving of twenty-four (24) hours' prior notice, unless an emergency exists, to examine the same or to make such repairs, additions, or alterations as may be deemed necessary for the safety, comfort, or preservation thereof of said building or to exhibit said premises and to put or keep upon the doors or windows thereof a notice "FOR RENT" at any time within sixty (60) days before the expiration of this Lease Agreement.

ARTICLE XI
LIABILITY FOR DAMAGE OR INJURY

TENANT shall not be liable for any damage or injury which may be sustained by any party or person on the Demised Premises other than the damage or injury caused by the negligence or intentional acts of TENANT, its agents, representatives, employees, subject to all limitations of Florida Statutes, Section 768.28.

ARTICLE XII
PEACEFUL POSSESSION

Subject to the terms, conditions, and covenants of this Lease Agreement, LANDLORD agrees that TENANT shall and may peaceably have, hold, and enjoy the premises above described, without hindrance or molestation by LANDLORD.

ARTICLE XIII
SURRENDER OF DEMISED PREMISES

TENANT agrees to surrender to LANDLORD at the end of the term of this Lease Agreement, or any extension thereof, said leased premises in as good condition as said premises were at the beginning of the term of this Lease Agreement, ordinary wear and tear and damage by fire and windstorm or other acts of God excepted.

ARTICLE XIV
INDEMNIFICATION AND HOLD HARMLESS

TENANT does hereby agree to indemnify and hold harmless the LANDLORD to the extent and within the limitations of Section 768.28, Florida Statutes, subject to the provisions of that Statute whereby the TENANT shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$100,000, or any claim or judgments or portions thereof, which, when totaled with all other occurrence, exceeds the sum of \$200,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise solely as a result of the negligence of the TENANT. However, nothing herein shall be deemed to indemnify the landlord from any liability or claim arising out of the negligent performance or failure of performance of the LANDLORD or any unrelated third party.

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ARTICLE XV
ASSIGNMENT OR SUBLET

TENANT shall not assign this Lease Agreement or any part thereof or sublet all or any part of the premises without prior written consent of LANDLORD, which shall not be unreasonably withheld. Any assignment or subletting consented to by LANDLORD shall be evidenced in writing in a form acceptable to LANDLORD.

ARTICLE XVI
SUCCESSORS IN INTEREST

It is hereby covenanted and agreed between the parties that all covenants, conditions, agreements, and undertakings contained in this Lease Agreement shall extend to and be binding on the respective successors and assigns of the respective parties hereto, the same as if they were in every case named and expressed.

ARTICLE XVII
NOTICES

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

TENANT:

Real Estate Section
Facilities and Utilities Management Division
General Services Administration
111 N.W. First Street, Suite 2460
Miami, Florida 33128

LANDLORD:

Adler Office Associates, Ltd.
C/o Adler First Commercial Realty Inc.
1400 N.W. 107 Avenue 5th Floor
Miami, Fl. 33172

shall constitute sufficient notice to TENANT, and written notice addressed to LANDLORD, and mailed or

delivered to the address as stated above, shall constitute sufficient notice to LANDLORD to comply with the terms of this Lease Agreement. Notices provided herein in this paragraph shall include all notices required in this Lease Agreement or required by law.

ARTICLE XVIII

TERMINATION RIGHTS OF TENANT

TENANT, through its Mayor or his designee, shall have the right to terminate this Lease Agreement or any portion thereof, at any time by giving LANDLORD at least ninety (90) days written notice prior to its effective date.

ARTICLE XIX

HEATING, VENTILATION, AND AIR-CONDITIONING

LANDLORD acknowledges that it is responsible for providing and maintaining in accordance with the requirements set forth in Exhibit A attached hereto, at no cost or expense to TENANT, a good, sufficient, and safe heating, ventilation, and air conditioning system to cool and heat the entire premises uniformly, and sufficient with TENANT's use of the premises.

ARTICLE XX

WAIVER OF LANDLORD'S LIEN

LANDLORD, for itself and its successors and assigns, does hereby waive all rights to levy and/or distraint and all lien rights accrued and accruing as to all personal property, machinery, fixtures, and equipment, affixed or otherwise, now or hereafter belonging to or in the possession of TENANT. Further, TENANT may at its discretion remove from time to time all or part of its personal property, machinery, trade fixtures, and equipment.

ARTICLE XXI

ASSIGNMENT BY LANDLORD

If the interests of LANDLORD under this Lease Agreement shall be transferred voluntarily or by reason of foreclosure or other proceedings for enforcement of any mortgage on the premises, TENANT shall be bound to such transferee (herein sometimes called the "Purchaser") for the balance of the term hereof remaining, and any extension or renewals thereof which may be effected in accordance with the

terms and provisions hereof, with the same force and effect as if the Purchaser were the LANDLORD under this Lease Agreement, and TENANT does hereby agree to attorn to the Purchaser, including the Mortgagee under any such mortgage if it be the Purchaser, as its LANDLORD, said attornment to be effective and self-operative without the execution of any further instruments upon the Purchaser succeeding to the interest of the LANDLORD under this Lease Agreement. The respective rights and obligations of TENANT and the Purchaser upon such attornment, to the extent of the then remaining balance of the term of this Lease Agreement and any such extensions and renewals, shall be and are the same as those set forth herein. In the event of such transfer of LANDLORD's interests, LANDLORD shall be released and relieved from all liabilities and responsibility to TENANT thereafter accruing under this Lease Agreement or otherwise and LANDLORD's successor by acceptance of rent from TENANT hereunder shall become liable and responsible to TENANT in respect to all obligations of the LANDLORD under this Lease Agreement.

ARTICLE XXII
NON-DISTURBANCE

The Lease Agreement shall be subordinate and subject to all ground or underlying leases and mortgages covering the fee of the property, or which at any time thereafter affect the property, and to all renewals, modifications, or replacements thereof; provided, however, that with respect to any ground lease agreement, underlying lease agreement, or mortgage subsequent to the date of this Lease Agreement, such subordination shall not be effective unless and until LANDLORD shall obtain from any and all such ground lessors, underlying lessors, and/or lenders a written agreement with tenant wherein any and all such ground lessors, underlying lessors, and/or lenders shall agree that the Lease Agreement shall not be divested or in any way affected by foreclosure, other default proceedings, or other succession in interest by or under any ground lease agreement, lease agreement mortgage, or obligation secured thereby, so long as TENANT complies with the terms, conditions, and covenants of this Lease Agreement and performs its obligations under this Lease Agreement (said Lease Agreement being referred to herein as a "Non-Disturbance Agreement"). If LANDLORD shall so fail to obtain a Non-Disturbance Agreement from any ground lessor, holder of any mortgage, or underlying lessor, then the parties recognize that this Lease Agreement shall be and remain superior to any such ground lease agreement, underlying lease agreement, and/or mortgage entered into or executed subsequent to the date of this Lease Agreement. Further, with respect to any and all existing ground lease agreement, underlying lease agreement, and/or mortgage, prior to the commencement of the construction of LANDLORD's Work, LANDLORD shall obtain from any and all ground lessors, underlying lessors, and/or lenders a Non-Disturbance Agreement. LANDLORD and TENANT agree that the terms, conditions, and covenants contained herein shall not be altered or

affected by any subsequent change in ownership of the Property by reason of foreclosure, conveyance, or otherwise. Any document purporting to transfer ownership in the Property, whether presently in existence or not, shall be subordinate to this Lease Agreement, and subject to the terms, obligations, and covenants herein. In the event that a change of ownership in the Property results in any additional costs to TENANT by material alteration of the terms of this Lease Agreement, LANDLORD agrees to indemnify TENANT for such costs.

ARTICLE XXIII
FORCE MAJEURE

TENANT and LANDLORD shall be excused for the period of any delay and shall not be deemed in default with respect to the performance of any of the non-monetary terms, covenants, and conditions of the Lease Agreement when prevented from so doing by cause or causes beyond TENANT's or LANDLORD's control, excluding filing of bankruptcy, but which shall include, without limitation, all labor disputes, governmental regulations or controls, fire or other casualty, acts of God, or any other cause, whether similar or dissimilar to the foregoing, not within the control of TENANT or LANDLORD.

ARTICLE XXIV
LANDLORD'S DEFAULT

It shall constitute a default of this Lease Agreement by LANDLORD if, except as otherwise provided in this Lease Agreement, LANDLORD fails to observe or perform any of the covenants, conditions, or provisions of this Lease Agreement to be observed or performed by LANDLORD, where such failure shall continue for a period of thirty (30) days after written notice thereof from TENANT to LANDLORD; provided, however, that if the nature of LANDLORD's non-compliance is such that more than thirty (30) days are reasonably required for its cure, then LANDLORD shall not be deemed to be in default if LANDLORD commenced such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion. In the event of any such default by LANDLORD, TENANT may at any time thereafter bring an action for damages, termination, and/or injunctive relief (it being recognized that in such event TENANT is irreparably harmed for which there is no adequate remedy at law). No remedy of TENANT provided for in the Lease Agreement shall be considered to exclude or suspend any other remedy provided for herein, but the same shall be cumulative and in addition to TENANT's remedies at law or in equity.

ARTICLE XXV

WAIVER

If, under the provisions hereof, LANDLORD or TENANT shall institute proceedings and a compromise or settlement thereof shall be made, the same shall not constitute a waiver of any covenant herein contained nor of any of LANDLORD's or TENANT's rights hereunder, unless expressly stated in such settlement agreement. No waiver by LANDLORD or TENANT of any provision hereof shall be deemed to have been made unless expressed in writing and signed by both parties. No waiver by LANDLORD or TENANT of any breach of covenant, condition, or agreement herein contained shall operate as a waiver of such covenant, condition, or agreement itself, or of any subsequent breach thereof. No payment by TENANT or receipt by LANDLORD of lesser amount than the monthly installments of rent (or additional rent obligations stipulated) shall be deemed to be other than on account of the earliest stipulated rent nor shall any endorsement or statement on any check or letter accompanying a check for payment of rent or any other amounts owed to LANDLORD be deemed an accord and satisfaction and LANDLORD may accept such check or payment without prejudice to or waiver of LANDLORD's right to recover the balance of such rent or other amount owed or to pursue any other remedy provided in this Lease Agreement. No reentry by LANDLORD and no acceptance by LANDLORD of keys from TENANT shall be considered an acceptance of a surrender of this Lease Agreement.

ARTICLE XXVI

DEFAULT OF TENANT

If TENANT shall fail to pay any monthly installment or item of rent on the date when the same becomes due or shall violate or fail to perform any of the other conditions, covenants, or agreements herein made by TENANT, and if such violation or failure continues for a period of thirty (30) days after written notice thereof to TENANT by LANDLORD (except for failure to pay rent, which shall have a fifteen (15) day period for cure after written notice thereof to TENANT by LANDLORD), and further, if TENANT shall be diligently attempting to cure such failure to perform any other conditions, covenants, or agreements, the time to cure such failure shall be extended for so long as TENANT shall diligently prosecute (such cure), then LANDLORD may proceed with any remedy available at law or in equity in the State of Florida or by such other proceedings, including reentry and possession, as may be applicable. All rights and remedies of LANDLORD under this Lease Agreement shall be cumulative and shall not be exclusive of any other rights and remedies provided to LANDLORD under applicable law. Nothing herein shall prohibit LANDLORD from taking immediate legal action, with or without notice, to protect the health, safety or welfare of the LANDLORD, the PROJECT, TENANTS OF THE Project, other persons

or entities in or about the Project or the general public. For purposes of this provision the Project shall be deemed Office Park at M.I.C.C.

ARTICLE XXVII
LANDLORD'S RIGHT TO REPAIR

LANDLORD shall have access to all air conditioning and heating equipment and to all other mechanical, electrical, plumbing and utility installations servicing the Building and the Premises upon twenty-four (24) hours prior written notice to TENANT, except in the event of an emergency, in which case such notice shall be reasonable under the circumstances. At the election of TENANT, LANDLORD shall be accompanied by an employee of TENANT, except in the event of an emergency. LANDLORD shall use its best efforts to minimize any interference to TENANT's usage of the Premises during the exercise of any rights granted to LANDLORD herein. In the event that, because of the act or negligence of LANDLORD, its employees, agents, or contractors, LANDLORD shall fail to provide, or cause to be provided, to substantially all of the premises, air conditioning, plumbing (unless LANDLORD shall provide other facilities in the building), any elevator service or electricity for more than two (2) continuous business days, the rent shall equitably abate based on any substantial portion of the premises affected until the situation is corrected. Notwithstanding anything contrary to the above, any act caused by force majeure is not included herein. LANDLORD and TENANT acknowledge that the terms of Article VI, "Destruction of Premises", of this Lease Agreement supersedes the terms of this Article XXIX.

ARTICLE XXVIII
ESTOPPEL CERTIFICATES

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

A. Certifying that this Lease Agreement has been unmodified since its execution and is in full force and effect (or if Lease Agreement has been modified since its execution, that it is in full force and effect, as modified, and stating the modifications);

B. Stating the dates, if any, to which the rent and sums hereunder have been paid by TENANT;

C. Stating whether or not to the knowledge of LANDLORD or TENANT, as the case may be, there are then existing any defaults under this Lease Agreement (and, if so, specifying the same); and

D. Stating the address to which notices to LANDLORD or TENANT, as the case may be, should be sent. Any such statement delivered pursuant thereto shall provide that such statement may be relied

upon by LANDLORD or TENANT or any prospective purchaser or mortgagee or lessee or assignee of the Property, or any part thereof or estate therein.

E. Such other commercially reasonable, non-confidential information as may be requested by a prospective purchaser and/or lender.

ARTICLE XXIX
PARKING SPACES

The TENANT shall have the right to use up to four (4) unassigned parking spaces per every 1,000 rentable square feet of leased space, in the buildings parking area.

ARTICLE XXX
ENVIRONMENTAL QUALITY

Without prejudice to any other obligation of LANDLORD pursuant to this Lease Agreement, LANDLORD shall at all times comply with the following requirements:

A. INDOOR AIR QUALITY. LANDLORD shall at all times maintain the Heating, Ventilating, and Air Conditioning System (HVAC) and shall perform at least the minimum periodic preventive maintenance on the HVAC system equipment as specified in the attached Exhibit "HVAC System Preventive Maintenance For Leased Space" and applicable to TENANT premises.

B. WATER QUALITY. LANDLORD shall, prior to occupancy by TENANT and following any buildout, changes, or repairs by LANDLORD involving the plumbing system, have the drinking water sampled and tested for lead by a recognized Testing Laboratory. Results of such tests shall not exceed the EPA standard for lead in drinking water of 15 PPB. The drinking water test shall be paid for by LANDLORD and the original test results shall be furnished to TENANT.

C. NOTICE OF PEST MANAGEMENT OPERATIONS. The use of pesticide sprays or dusts in the leased premises as part of pest control services shall only be used in places of infestation as demonstrated by sticky traps or other such devices and TENANT observation but never as a preventative. Such spot sprays or dusts shall be only after normal working hours to allow for ventilation before TENANT employees re-enter TENANT premises. TENANT encourages LANDLORD to employ the use of traps, baits, or portable vacuums before resorting to pesticide sprays or dusts. LANDLORD shall give TENANT twenty-four (24) hours' notice prior to commencement of pest control services that include sprays or dusts with any kind of pesticide or other chemicals. LANDLORD shall provide reasonable assurance that any and all such chemicals are being handled in accordance with the Material Safety Data Sheet (MSDS) provided by their manufacturer.

NOTICE OF RENOVATION OPERATIONS. LANDLORD shall act to prevent the degradation of indoor air quality during any building renovation, remodeling, and similar activities that could allow off-gassing from embodied chemicals in construction materials, furniture, or equipment into spaces occupied by and common areas used by TENANT. LANDLORD and its designated contractor will use only nontoxic paint or other surface coatings and will cause the space to be continuously ventilated with outside air to prevent the build-up of chemical gases from construction materials, carpet, carpet glues, or other emissive materials during the buildout or renovation of the demised space.

ARTICLE XXXI

HOLDOVER

If TENANT, with LANDLORD's consent, remains in possession of the premises after expiration of the term and if LANDLORD and TENANT have not executed an expressed written Lease Agreement as to such holding over, then such occupancy shall be a tenancy from month to month at a monthly rental for the first month, after expiration of the term, equivalent to one hundred percent (100%) of the monthly rental in effect immediately prior to expiration, such payments to be made as herein provided. In the event of such holding over, all of the terms of the Lease Agreement including the payment of all charges owing hereunder other than rent shall remain in force and effect on said month to month basis.

ARTICLE XXXII

AD VALOREM REAL ESTATE TAXES AND INSURANCE

TENANT, upon submission of documentation of paid bills, shall reimburse LANDLORD, as additional rent, its pro-rata share of any increase, over the Base Year 2007, in ad valorem real estate taxes. The percentage of the increase in ad valorem real estate taxes to be paid by the TENANT shall be the percentage which the usable area of the Premises (stipulated on page 1 to be approximately 7,433 square feet) bears to the total useable square feet contained in the building. Real property tax increase shall be calculated based on the November discounted rate and any increase in the ad valorem real property taxes shall not exceed ten percent (10%) of the previous year's actual ad valorem real property taxes.

TENANT, upon submission of documentation of paid bills, shall reimburse LANDLORD, as additional rent, its pro-rata share of any increase, over the Base Year 2007, in the building's insurance expenses, which is agreed to be 100% of the building's useable square feet. TENANT shall not be responsible for any increases in insurance expenses that exceed ten percent (10%) of the previous year's actual insurance expenses. The percentage of the increase in building insurance to be paid by the TENANT shall be the percentage which the usable area of the Premises (stipulated on page 1 to be

approximately 7,433 square feet) bears to the total usable square feet contained in the building.

ARTICLE XXXIII

RADON

Radon is a naturally occurring naturally active gas that, when accumulated in a building in sufficient quantities, may present a health risk to persons who are exposed to it over time. Levels of radon that exceed State guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your public health unit.

ARTICLE XXXIV

RULES AND REGULATIONS

TENANT agrees to abide by LANDLORD'S rules and regulations ("Rules and Regulations") for the building; as such Rules and Regulations shall be compiled by LANDLORD from time to time. A copy of the current Rules and Regulations is on file with GSA- Real Estate Department.

ARTICLE XXXV

AMENDMENT

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

ARTICLE XXXIX
WRITTEN AGREEMENT

This Lease Agreement contains the entire agreement between the parties hereto and all previous negotiations leading thereto and it may be modified only by resolution approved by the Board of County Commissioners.

IN WITNESS WHEREOF, LANDLORD and TENANT have caused this Lease Agreement to be executed by their respective and duly authorized officers the day and year first above written

(CORPORATE SEAL)

Adler Office Associates, Ltd. *3/10/07*
a Florida limited partnership
By: Adler Office Associates, Inc.
A Florida Corporation
Its General Partner

[Handwritten Signature]

By: _____
Brett Harris (authorized signatory)
ADLER OFFICE ASSOCIATES, LTD. (LANDLORD)

[Handwritten Signature]
WITNESS
[Handwritten Signature]
WITNESS

(OFFICIAL SEAL)

ATTEST:
HARVEY RUVIN, CLERK

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

By: _____
Deputy Clerk

By: _____
Carlos Alvarez
County Mayor (TENANT)

EXHIBIT A

HVAC SYSTEM PREVENTIVE MAINTENANCE FOR LEASED SPACE

The following components are typically found in the Heating, Ventilating, and Air Conditioning (HVAC) systems in Miami-Dade County buildings; each component has the typical maintenance activity and minimum frequency noted:

- I. **FILTERS** - Applicable to all supply conditioned air to TENANT premises:
 - A. High-efficiency type (ASHRAE rated 85%) - preferred - changed every 2 years.
 - B. Electrostatic antimicrobial - minimum acceptable - cleaned every 30 days.

- II. **OUTSIDE AIR INTAKE** - applicable on all central systems:
 - A. Check for cleanness and operation if motorized louvers - filter preferred - quarterly.

- III. **TEMPERATURE AND HUMIDITY** - Temperature 73-78 degrees - Humidity 50-60%:
 - A. ASHRAE generally accepted comfort zone for South Florida.
 - B. Check controls and verify temperature and humidity are at or near guidelines monthly.

- IV. **AIR HANDLER** - Separate type or self contained in AC package unit as applicable:
 - A. Clean coils and check for leaks and loose connections - check quarterly.
 - B. Lubricate fan motors and check belts - quarterly.
 - C. Check air intake and exhaust - quarterly.
 - D. Check fan motors for overheating and vibration - quarterly.
 - E. Check structural frame for sturdiness - quarterly.
 - F. Check and clean contact points in switches - quarterly.
 - G. Check condensate drip pan for standing water. Clean and spray with algacide quarterly.
 - H. Check, remove trash, and clean condensate drain and trap - quarterly.

- V. **COMPRESSOR** - Separate or self-contained in AC package unit as applicable:
 - A. Check for indication of leakage - monthly.
 - B. Check pressure and temperature - quarterly.

- VI. **PUMPS** as applicable:
 - A. Inspect belts for damage, tension, and alignment - quarterly.

- B. Check bearings and seals (motor and pump) - quarterly or semi-annually.
- C. Check phase voltage and impeller - yearly.

VII. COOLING TOWER as applicable:

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

VIII. BUILDING EXTERIOR:

- A. Check for water infiltration into walls or above ceilings to prevent mold and mildew quarterly.

IX. CEILING TILES:

- A. Check and replace any ceiling tile that shows water stains to prevent mold spores quarterly.

X. SUPPLY AND RETURN AIR DUCTS:

- A. Remove ceiling diffuser and clean, check for visible sign of dirt around the opening or dirt coming out of duct openings on supply air diffusers yearly. If they are dirty, then clean the ducts.

EXHIBIT B
JANITORIAL SERVICES

The LANDLORD 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, bathroom tissue, paper towels, trash receptacle liners and hand soap (preferably liquid). 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:

a) FLOORS

Daily: Carpeted areas - vacuum.

Non-carpeted areas - dust mop - spray buff as required, remove gum and other materials, spot damp mop to remove stains or spots.

Weekly: Non-carpeted areas - damp mop and spray buff.

Annually: Machine clean all carpet throughout the Demised Premises.

b) 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 wipe dust off light bulbs.

c) WINDOWS AND GLASS

Daily: Spot clean entrance and vicinity glass both inside and outside.

Spot clean directory and internal glass or windows.

Semiannually: Clean inside of external windows.

d) WATER FOUNTAINS

Daily: Clean and sanitize. Replenish supply of disposable cups (if applicable).

e) FURNISHINGS

Daily: Dust tables, chairs, credenzas, file cabinets, bookcases, etc.

Do not disturb any papers lying on desks or cabinets.

Weekly: Dust and clean all ornamental wall decorations, pictures, charts, chalkboards, etc.

Dust draperies, blinds or other window treatments.

Semiannually: Vacuum all drapes, blinds or other window treatments.

f) TRASH AND REFUSE

Daily: Empty and clean all trash receptacles. Receptacle liners are to be used and changed as necessary.
Remove all collected trash to external dumpsters or trash containers.
In conference rooms, reception areas, etc., remove accumulated trash, paper cups, soda cans, etc.

g) RESTROOMS

Daily: Maintain in a clean 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.

Monthly: Clean ceramic tile surfaces with a strong cleaner or bleach so that tile and grout have uniform color.

h) LOUNGE AND KITCHEN AREAS

Daily: Clean and sanitize sinks and counter areas.

NOTE: THE WASHING OF EMPLOYEE'S DISHES OR THE REFRIGERATOR IN THE LOUNGE OR KITCHEN AREAS ARE NOT REQUIREMENTS OF THIS CONTRACT.

i) EXTERIOR

Daily: Sweep outside area immediately adjacent to building entrances.
Keep parking lot and surrounding grass areas free of trash.
Empty outside trash receptacles.

Weekly: Sweep all exterior access areas, e.g., sidewalks, porches, courtyards, etc.

j) INTERIOR PAINTING: After the fifth lease year the LANDLORD will re-paint the Demised Premises with building standard paint colors approved by LANDLORD and TENANT.

k) INTERIOR CARPETING: After the fifth lease year the LANDLORD will shampoo carpets and replace as necessary.

Perform other such services as are necessary to keep the facility clean and in a sanitary condition.

In providing of the aforementioned services:

Only actual employees of the janitorial contractor are to be admitted to the premises. During after hours cleaning, all outside doors are to be locked and janitorial staff are not to provide access to anyone into the facility. Janitorial staff are to check exterior doors and windows to insure the facility is secure at the time of leaving the facility.

LANDLORD shall provide reasonable assurance that any and all chemicals are being handled in accordance with the Material Safety Data Sheet (MSDS) provided by their manufacturer.

A copy of the MSDS for each cleaning agent or chemical used by janitorial service shall be provided to TENANT. Only those cleaning agents or chemicals approved by TENANT shall be used in the Demised Premises.