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

Memorandum



Date: November 6, 2007

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

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

From: George M. Burgess  
County Manager

Subject: Lease Agreement at 7875 N.W. 12 Street, Suite 200, Miami  
for Miami-Dade Police Department, Domestic Crimes Bureau  
Property # 3034-06-00

R-1217-07

**RECOMMENDATION:**

It is recommended that the Board approve the attached resolution authorizing execution of a Lease Agreement at the subject property with Adler Office Associates, Ltd., a Florida Limited Partnership, by Adler Office Associates, Inc., a Florida Corporation its general partner, for space to be occupied by the Miami-Dade Police Department for administrative offices. The Lease Agreement has been prepared by General Services Administration at the request of Miami-Dade Police Department.

PROPERTY: Office Park at MICC, 7875 N.W. 12 Street, Miami

COMMISSION DISTRICT: 12

COMMISSION DISTRICT(S)  
IMPACTED: Countywide

OWNER: Adler Office Associates, Ltd., a Florida limited partnership

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

Officers of Adler Office Associates, Inc.:

Michael M. Adler - President, Director and C.E.O.  
Joel Levy - Executive Vice President  
Luis Arrizurrieta - Secretary and Treasurer  
Linda K. Adler - Assistant Secretary

Limited Partners:

Fay Zinn Revocable Trust - 6.761%  
Richard Zinn and Susan Zinn - 12.772%  
Adco, Ltd. - 79.467%

OWNER TRACT RECORD: The County has no record of negative performance issues with Adler Office Associates, Ltd., a Florida Limited Partnership, by Adler Office Associates, Inc., a Florida Corporation its general partner.

USE: 12,700 rentable square feet of air-conditioned office space together with open parking in common with other tenants.

**JUSTIFICATION:** Miami-Dade Police Department has been operating from this facility for the past twelve years and has a need to continuing utilizing for administrative offices.

**LEASE TERM:** Five years with three additional two-year renewal option periods.

**EFFECTIVE DATES:** Commencing upon approval of the Board, and terminating five years thereafter.

**RENTAL RATE:** The annual rent for the first lease year of the initial lease term is \$133,350.00 or \$10.50 per square foot. The annual base rent for the second through the fifth lease year, as well as the renewal option period, shall increase by three percent over the prior year's base rent on an annual basis.

Operating expenses are deemed additional rent, currently estimated at \$11.00 per square foot, and shall be paid together with the monthly base rent installments. The second through the fifth lease year of the initial lease term, as well as the renewal option periods shall be adjusted in accordance with tenant's proportionate share of expenses capped at ten percent over the previous year's operating expenses.

**FINANCIAL IMPACT:** The total financial impact for the first lease year is estimated to be \$283,972 and consists of the following line items:

	<u>Total Dollars</u>	<u>PSF</u>
Annual Rent (first year):	\$133,350.00	\$10.50
Operating Expenses:	<u>\$139,700.00</u>	<u>\$11.00</u>
Total Base Rent:	\$273,050.00	\$21.50
<u>Management Fee (4%):</u>	<u>\$ 10,922.00</u>	
Total Cost, to County First Year:	\$283,972.00	

**LEASE CONDITIONS:** Full service lease where landlord is responsible for electricity, water, waste disposal services, exterior of the building, plumbing and electrical lines, air-conditioning equipment, roof and roof leaks, and maintaining all common areas. Landlord will provide the County with a not-to-exceed \$38,100 tenant improvement allowance.

**CANCELLATION PROVISIONS:** Tenant may cancel the lease anytime after the twenty-fourth (24<sup>th</sup>) month of the initial lease term by giving (a) Landlord one hundred and eighty (180) days prior written notice and (b) paying to the Landlord the remaining balance of tenant improvement build-out costs previously amortized over a 36-month period not exceeding \$38,100.

**FUNDING SOURCE:** General Funds. This item has been budgeted by the Miami-Dade Police Department.

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

The current Lease Agreement was approved by the Board on December 5, 1995 by Resolution No. R-1648-95 for a five year term and three additional two-year renewal option periods. The current annual rental amount is \$227,137.92 or \$17.88 per square foot. The currently lease expired in May 9, 2007; however, the lease contains a "holdover" provision which will allow the County to continue occupying the space on a month-to-month basis until the new lease is approved. Negotiations with the landlord created undue delays in the finalization for the new lease.

MONITOR:

Linda Weber, Real Estate Officer

  
\_\_\_\_\_  
Director  
General Services Administration



# MEMORANDUM

(Revised)

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

**DATE:** November 6, 2007

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

**SUBJECT:** Agenda Item No. 8(F)(1)(B)

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

Approved \_\_\_\_\_ Mayor

Veto \_\_\_\_\_

Override \_\_\_\_\_

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

11-06-07

RESOLUTION NO. R-1217-07

RESOLUTION AUTHORIZING EXECUTION OF A LEASE AGREEMENT AT 7875 N.W. 12 STREET, SUITE 200, MIAMI, FL, WITH ADLER OFFICE ASSOCIATES, LTD., A FLORIDA LIMITED PARTNERSHIP, BY ADLER OFFICE ASSOCIATES, INC. A FLORIDA CORPORATION ITS GENERAL PARTNER, FOR PREMISES UTILIZED BY THE MIAMI-DADE POLICE 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 Offices Associates Ltd., a Florida Limited Partnership, By Adler Office Associates, Inc., a Florida Corporation its general partner, for premises to be utilized by Miami-Dade Police 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.

The foregoing resolution was offered by Commissioner **Jose "Pepe" Diaz** who moved its adoption. The motion was seconded by Commissioner **Rebeca Sosa** and upon being put to a vote, the vote was as follows:

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Bruno A. Barreiro, Chairman	aye		
Barbara J. Jordan, Vice-Chairwoman	absent		
Jose "Pepe" Diaz	aye	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 6<sup>th</sup> day of November, 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 by this Board.

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



HARVEY RUVIN, CLERK

By: **KAY SULLIVAN**  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.

MR

Monica Rizo

## LEASE AGREEMENT

THIS AGREEMENT made on the \_\_\_\_\_ day of \_\_\_\_\_, 2007 by and between ADLER OFFICE ASSOCIATES, LTD. , a Florida limited partnership, By ADLER OFFICE ASSOCIATES, INC., a Florida Corporation its general partner, 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 12,700 rentable square feet of air-conditioned office space located at Office Park at MICC, 7875 N.W. 12 Street, Suite 200, Miami, Florida 33126, together with entire parking lot in common with other tenants. (See Exhibit "A" attached hereto).

The Building's square footage is 25,400 rentable square feet, of which 12,700 square feet of usable square feet is to be occupied by TENANT as the Demised Premises. The ratio of rentable square footage to usable square footage in the Building is presently "0" (the "Factor"), which results in a rentable square footage in the Demised Premises of 12,700.

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 Demised Premises and the Building shall be recomputed upon completion of the Building and/or the Demised Premises. The respective rentable areas of the Demised 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 and the Demised Premises. TENANT shall have the right to independently review and measure the Demised Premises and the Building upon TENANT's taking of possession of the Demised Premises. If there is a dispute as to the respective rentable areas the Demised 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 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.

Property # 3034-06-00

The calculation of the Rentable areas of the Demised Premises and the Building shall be adjusted from time to time to reflect any structural change or change in the amount of the common areas of the building, or any change in use or function of any part of the Building. The Landlord shall furnish to Tenant notice of such recalculations as soon as they occur. The methodology of dispute resolution set forth above shall be applicable to any rentable areas of the respective Demised Premises and Building and the Factor.

TO HAVE AND TO HOLD unto the said TENANT for a term of Five (5) years, commencing on the effective date of the resolution of the Board of County Commissioners approving this lease agreement, (the "Commencement Date"), and terminating Five (5) years thereafter for an annual base rent of One Hundred Thirty-Three Thousand Three Hundred Fifty Dollars and 00/100 (\$133,350.00), payable in equal monthly installments of Eleven Thousand One Hundred Twelve Dollars and 50/100 (\$11,112.50) for the first year of the initial term. 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. The October monthly installment rental payment for each year will be processed by the County after the close of the County's fiscal year, for each calendar year. Annual base rent for the second, third, fourth and fifth years of the initial lease term shall increase by three percent (3%) per year over the prior year's base rent, excluding operating expenses.

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

**ARTICLE I**  
**USE OF DEMISED PREMISES**

The area of the Demised Premises shall be used by TENANT for the performance of County business by County departments, agencies, and authorities and for the performance of work incidental thereto, which will necessarily entail services performed for the general public. The Demised Premises will not be used for clinical or medical offices to the public.

**ARTICLE II**  
**CONDITION OF DEMISED PREMISES**

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

**ARTICLE III**  
**UTILITIES**

LANDLORD, during the term hereof, shall pay all charges for water, waste disposal services, and electricity used by TENANT. TENANT represents that it does not and will not have any exceptional or unusual use of the Demised Premises which would require excessive usage of water, waste disposal services and/or electricity over a standard office usage.

**ARTICLE IV**  
**MAINTENANCE**

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

- Plumbing and electrical lines, fixtures, and equipment;
- Trash and refuse disposal;
- Janitorial and custodial services referenced in Exhibit C, "Janitorial Services";
- Halls, stairways, elevators, and lavatories;
- Air-conditioning and heating equipment; referenced in Exhibit B, "HVAC System Preventative Maintenance for Leased Space"
- 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 and referenced in Exhibit C, "Janitorial Services."

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Upon the failure of LANDLORD to effect repairs or perform the above-stated services pursuant to this Lease Agreement after five (5) days' written notification to do so by TENANT, TENANT may cause the repairs to be made and deduct their cost from the rental payments due and to become due until in each instance TENANT has fully recovered such costs in accordance with audited costs of repair furnished by TENANT to LANDLORD. In the event 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 which adversely affects TENANT's operations, and after proper notice and opportunity to cure, 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 and in accordance with applicable governmental codes and requirements.

**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 Demised Premises) shall be and remain a part of the Demised Premises at the expiration of this Lease Agreement unless, at the time the additions, fixtures or improvements are made or provided, LANDLORD notifies TENANT in writing that additions, fixtures or improvements identified are to be removed at the termination or 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. Throughout the term of this Lease Agreement, LANDLORD agrees to provide reasonable additions, fixtures, or other improvements that TENANT may request at a rate and sum agreed upon with

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the LANDLORD prior to the rendering of such services. TENANT shall immediately reimburse LANDLORD for any such additions, fixtures, or improvements separately invoiced to the TENANT upon the completion of such services.

**ARTICLE VI**  
**DESTRUCTION OF DEMISED PREMISES**

In the event the Demised Premises or any portion thereof should be destroyed or so damaged by fire, windstorm, or other casualty, either party may cancel this Lease Agreement for its convenience by the giving of written notice to the other at any time after the occurrence of the fire, windstorm, or other casualty. In the event of cancellation under this Article, neither party shall be responsible to the other party for any expense associated with the cancellation, and TENANT shall only be liable to LANDLORD for such rents as may be due as of the date of such fire, windstorm, or other casualty.

If neither party shall exercise the foregoing right of cancellation, LANDLORD shall cause the building and Demised Premises to be repaired and placed in good condition within one hundred twenty (120) days following the date of casualty, time being of the essence. If the Demised Premises sustained damages such that repairs cannot be completed within one hundred twenty (120) days, TENANT shall be entitled to cancel the Lease Agreement by the giving of written notice to LANDLORD at any time, notwithstanding the commencement of any repairs by LANDLORD. TENANT shall not be liable for rent during such period of time as the Demised Premises be untenable by reason of fire, windstorm or other casualty.

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

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**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 Demised Premises. LANDLORD agrees that TENANT may, at TENANT's expense, make such changes to the Demised Premises or the access thereto as may be required by TENANT to accommodate disabled individuals or to provide program accessibility in connection with any such change in TENANT's programs or work force. These changes are subject to approval of LANDLORD which approval shall not be unreasonably withheld or delayed.

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**ARTICLE VIII**  
**NO LIABILITY FOR PERSONAL PROPERTY**

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

**ARTICLE IX**  
**SIGNS**

LANDLORD shall provide, at no cost to TENANT, the building standard wall sign at the entrance to the Demised Premises and a strip sign at the buildings main lobby directory.

**ARTICLE X**  
**LANDLORD'S RIGHT OF ENTRY**

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

**ARTICLE XI**  
**LIABILITY FOR DAMAGE OR INJURY**

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

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**ARTICLE XII**  
**PEACEFUL POSSESSION**

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

**ARTICLE XIII**  
**SURRENDER OF DEMISED PREMISES**

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

**ARTICLE XIV**  
**INDEMNIFICATION AND HOLD HARMLESS**

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 Demised Premises without prior written consent of LANDLORD, which shall not be unreasonably withheld. Any assignment or subletting consented to by LANDLORD shall be evidenced in writing in a form acceptable to LANDLORD.

**ARTICLE XVI**  
**SUCCESSORS IN INTEREST**

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

**ARTICLE XVII**  
**NOTICES**

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

**TENANT:**

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., a Florida limited partnership  
By Adler Office Associates, Inc., a Florida Corporation its general partner  
1400 N.W. 107 Avenue, 5<sup>th</sup> Floor  
Miami, Florida 33172

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

**ARTICLE XVIII**  
**IMPROVEMENTS OF THE DEMISED PREMISES**

A. LANDLORD'S WORK: Subject to the terms, conditions, and covenants of this Lease Agreement, LANDLORD, at its expense, shall complete and prepare the Demised Premises for TENANT's initial occupancy in good, workmanlike, and timely manner in accordance with the Architectural Plans, entitled "MDPD, Domestic Crimes Bureau," copies of which are initialed by the parties hereto and incorporated herein by this reference as Exhibit "A" and referenced as "Plans." LANDLORD reserves the rights, however:

1. to substitute materials of equivalent grade and quality when and if any material specified in the Plans shall not be readily and reasonably available;
2. to make changes necessitated by conditions met in the course of construction, provided that TENANT's approval of any such change shall first be obtained (which approval shall not be unreasonably withheld or delayed so long as there shall be general conformity with the Plans); and
3. to make changes as required by the local building department in order to obtain a building permit or Certificate of Occupancy.

B. LANDLORD shall substantially complete all work and improvements as set forth in the Plans within ninety (90) calendar days of the issuance of a building permit, if a building permit is necessary, or ninety (90) calendar days from a determination that no building permit is required for the improvements. In the event a building permit is required, the issuance of a Certificate of Occupancy shall determine when substantial completion has occurred. Improvements to the Demised Premises shall be deemed substantially completed when all work is done in accordance with the Plans notwithstanding the necessity to correct, adjust, or complete certain items ("Punch-List" items), so long as such corrections, adjustments, or completions do not impede TENANT from using and occupying the Demised Premises for the purposes intended, as expressed in the Plans. LANDLORD shall complete such Punch-List at its

expense at a time mutually convenient to both parties. The following are the initial requirements for the build-out of the Demised Premises. These requirements may change during a more detailed visit to the site.

1. LANDLORD shall replace any damaged or missing acoustical ceiling tiles to keep uniformity throughout the Demised Premises.

2. LANDLORD shall touch-up paint throughout entire suite with building standard paint.

3. LANDLORD to re-carpet entire suite, as indicated, with building standard carpet, choice of color to be made by TENANT.

4. TENANT acknowledges that LANDLORD will not be responsible for the moving of furniture, fixtures and equipment located in the Demised Premises during the re-painting and re-carpeting of the Demised Premises and that the said items will be solely the responsibility of the TENANT.

5. LANDLORD shall complete the installation of the fire alarm system throughout the Demised Premises.

C. LANDLORD shall not charge TENANT any construction supervision, management supervision, consultation, or other fees with respect to the construction of the improvements to the Demised Premises. TENANT has the right to inspect the premises during construction, and all work which is reasonably unsatisfactory to TENANT must be corrected or repaired at LANDLORD's expense.

**ARTICLE XIX**  
**OPTION TO RENEW**

Provided this Lease Agreement is not otherwise in default, TENANT, through its County Manager or his designee, is hereby granted the option to extend this Lease Agreement for three (3) additional two (2) year renewal option periods upon the same terms and conditions, except that the base rental rate will increase each year of the renewal period by three percent (3%) over the base rent for the prior year excluding operating expenses. TENANT shall exercise the option by giving LANDLORD notice in writing at least one hundred eighty (180) days prior to the expiration of this Lease Agreement or any authorized extension thereof.

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**ARTICLE XX**  
**TERMINATION RIGHTS OF TENANT**

TENANT, through its County Manager or his designee, shall have the right to terminate this Lease Agreement, or any portion thereof after the twenty fourth (24<sup>th</sup>) month of the initial lease term by (a) giving LANDLORD written notice of termination to be effective one hundred eighty (180) days' after delivery of notification; and (b) paying to LANDLORD the remaining balance of tenant improvement build-out costs, previously amortized over a thirty sixth (36) month period not exceeding \$38,100.00 or \$3.00 per square foot. In any event, the obligation of TENANT under subpart (b) of the previous sentence shall not exceed \$12,666.66 the amount that remains after two-thirds of the tenant improvement dollars has expired (i.e., after twenty-four months have elapsed), inclusive of any financing costs or other expenses.

**ARTICLE XXI**  
**ADDITIONAL RENT**  
**OPERATING EXPENSES**

The TENANT shall be responsible for its pro-rata share of "Operating Expenses." TENANT'S obligation to pay its pro-rata share of the "Operating Expenses" shall commence upon of the "Commencement Date" of the lease agreement. The TENANT's proportionate share of "Operating Expenses" shall be calculated by dividing net rentable area of the TENANT's leased Demised Premises which is 12,700 net rentable square feet into the net rentable area contained in the building 25,400 which equals to fifty (50%) percent (12,700 divided by 25,400 = 50%). The "Operating Expenses" due upon commencement of the lease agreement are currently estimated at \$11.00 per square foot of which TENANT shall be responsible as the base year 2007. The "Operating Expenses" shall be deemed "Additional Rent" and shall be paid together with the monthly installment of base rent required under the terms of this Lease Agreement any increases over the base year 2007 is capped at ten (10%) percent over the previous year's "Operating Expenses". Such "Operating Expenses" shall include:

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A. "Direct Expenses": All direct costs of operation, maintenance, repair and management of the Building (including common areas related thereto), as determined in accordance with generally accepted accounting principles, including the following costs by way of illustration, but not limitations: utility costs, including but not limited to, light, power, water and sewer, waste disposal; the cost of common area janitorial services; the cost of security and alarm services; labor costs; costs and expenses of managing the building including fees; air conditioning maintenance costs; material costs; equipment costs including the costs of maintenance, repair and service agreements, licenses, permits and inspection fees incurred in connection therewith; insurance charges of or relating to all insurance policies and endorsements deemed by LANDLORD to be reasonably necessary or desirable and relating in any manner to the protection, preservation or operation of the Building or any part thereof, which shall not include insurance deductible for any damages caused by fire, windstorm or other casualty or occurrences thereof. "Direct Expenses" shall not include depreciation or amortization of the building or equipment in the building.

B. "Taxes:" Shall mean real estate taxes, based upon the November discounted payment, special and extraordinary assessments and governmental levies against the building and land upon which the building is located. It is agreed that Real Estate Taxes due in November of each year shall be the figure used in calculating the Operating Expenses.

C. The annual determination of "Direct Expenses" shall be made by LANDLORD and if certified by a nationally or locally recognized firm of public accountants selected by LANDLORD or not objected to by TENANT in writing within sixty (60) days of receipt of thereof, shall be binding upon LANDLORD and TENANT. TENANT may review the books and records supporting such determination in the office of LANDLORD, or LANDLORD's agent, during normal business hours, upon giving LANDLORD five (5) days advance written notice within sixty (60) days after receipt of such determination, but in no event more often than once in any one year period. Prior to the actual

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determination thereof for a lease year, LANDLORD may from time to time estimate TENANT's liability for "Direct Expenses" for the lease year or portion thereof. LANDLORD will give TENANT written notification of the amount of such estimate and TENANT agrees that it will pay, by increase of its monthly installments of rent due as "Additional Rent" in the amount of such estimate and TENANT agrees that it will pay, by increase of its monthly installments of rent due as "Additional Rent" in the amount of such estimate.

D. When the above mentioned actual determination of TENANT's liability for "Direct Expenses" is made for any lease year and when TENANT is so notified in writing, then:

1. If the total "Additional Rent" TENANT actually paid on account of "Direct Expense" for the lease year is less than TENANT's liability for Direct Expenses, then TENANT shall pay such deficiency to LANDLORD as "Additional Rent" in one lump sum within thirty (30) days of receipt of LANDLORD's bill therefore; and
2. If the total "Additional Rent" TENANT actually paid on account of "Direct Expenses" for the lease year is more than TENANT's liability for "Direct Expenses," then LANDLORD shall credit the difference against the then next due payments to be made by TENANT.

E. Lease Year: Each calendar year falling partly or wholly within the term. If the term Commencement date is other than January 1 or if the termination date is other than December 31, TENANT's liability for "Direct Expenses" for the lease year in which date occurs shall be prorated based upon a three hundred sixty-five (365) day year.

**ARTICLE XXII**  
**HEATING, VENTILATION, AND AIR-CONDITIONING**

LANDLORD acknowledges that it is responsible for providing and maintaining, at no cost or expense to TENANT, a good, sufficient, and safe heating, ventilation, and air conditioning system to cool and heat the entire premises uniformly, and sufficient with TENANT's use of the Demised Premises 7:00 a.m. to 7:00 p.m. Monday through Friday exclusive of national holidays.

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**ARTICLE XXIII**  
**HVAC MAINTENANCE**

Without limiting the obligations of LANDLORD as set forth in ARTICLE IV of this Lease Agreement, LANDLORD shall be required to initiate and maintain a commercial HVAC system maintenance contract, or contracts, which shall call for regular maintenance and service to such systems in accordance with industry standards.

**ARTICLE XXIV**  
**MAINTENANCE AND JANITORIAL SERVICES**

LANDLORD, at its sole cost and expense, shall perform or cause to be performed in the Demised Premises, on a daily basis during the term of this Lease Agreement (except for Saturdays, Sundays, and holidays) after 5:00 p.m., the maintenance and janitorial services with respect to the Demised Premises. LANDLORD shall repair, replace, and maintain, at its sole cost and expense, the HVAC, electrical, mechanical, utility, and plumbing systems servicing the Demised Premises, the roof and all other structural elements of the building except for damages to the interior of the Demised Premises caused by the negligence or willful misconduct of TENANT or TENANT's employees, agents, contractors, visitors, and/or invitees. Otherwise, TENANT agrees to maintain the leased premises in good order and condition at all times during the term of this Lease Agreement.

**ARTICLE XXV**  
**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.

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**ARTICLE XXVI**  
**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 XXVII**  
**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 terminate this Lease Agreement within seven (7) days written notice to LANDLORD or bring an action for damages, 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.

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**ARTICLE XXVIII**  
**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 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 XXIX**  
**DEFAULT OF TENANT**

If TENANT shall fail to pay any monthly installment or item of rent on the date when the same becomes due or shall violate or fail to perform any of the other conditions, covenants, or agreements herein made by TENANT, and if such violation or failure continues for a period of thirty (30) days after written notice thereof to TENANT by LANDLORD, except for failure to pay rent, which shall have a fifteen (15) day period for cure after written notice thereof to TENANT by LANDLORD, and further, if TENANT shall be diligently attempting to cure such failure to perform any other conditions, covenants, or agreements, the time to cure such failure shall be extended for so long as TENANT shall diligently

prosecute such cure, then LANDLORD may proceed with any remedy available at law or in equity in the State of Florida or by such other proceedings, including reentry and possession, as may be applicable. All rights and remedies of LANDLORD under this Lease Agreement shall be cumulative and shall not be exclusive of any other rights and remedies provided to LANDLORD under applicable law.

**ARTICLE XXX**  
**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 Demised 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.

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**ARTICLE XXXI**  
**NON-DISTURBANCE**

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

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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 XXXII**  
**RESPONSIBILITY FOR DAMAGE TO DEMISED PREMISES**

If TENANT shall fail to perform its obligations under ARTICLE XXIV "Maintenance and Janitorial Services" after thirty (30) days' written notice from LANDLORD, then LANDLORD shall have the right to make such repairs or replacements and any reasonable cost so incurred by LANDLORD shall be paid by TENANT, in which event such cost shall become additional rent payable with the installment of rent next becoming due under the terms of this Lease Agreement.

**ARTICLE XXXIII**  
**LANDLORD'S RIGHT TO REPAIR**

LANDLORD shall have access to all air conditioning and heating equipment and to all other mechanical, electrical, plumbing and utility installations servicing the Building and the Demised Premises upon twenty-four (24) hours prior written notice to TENANT, except in the event of an emergency, in which case such notice shall be reasonable under the circumstances. At the election of TENANT, LANDLORD shall be accompanied by an employee of TENANT, except in the event of an emergency. LANDLORD shall use its best efforts to minimize any interference to TENANT's usage of the Demised Premises during the exercise of any rights granted to LANDLORD herein. 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 Demised Premises, air conditioning, plumbing (unless LANDLORD shall provide other facilities in the building), any elevator service or electricity for more than five (5) continuous business days, the rent shall equitably abate based on any substantial portion of the Demised Premises affected until the situation is corrected. Notwithstanding anything contrary to the above, any act caused by force majeure is not included herein.

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**ARTICLE XXXIV**  
**ESTOPPEL CERTIFICATES**

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

- A. certifying that this Lease Agreement has been unmodified since its execution and is in full force and effect (or if Lease Agreement has been modified since its execution, that it is in full force and effect, as modified, and stating the modifications);
- B. stating the dates, if any, to which the rent and sums hereunder have been paid by TENANT;
- C. stating whether or not to the knowledge of LANDLORD or TENANT, as the case may be, there are then existing any defaults under this Lease Agreement (and, if so, specifying the same); and
- D. stating the address to which notices to LANDLORD or TENANT, as the case may be, should be sent. Any such statement delivered pursuant thereto shall provide that such statement may be relied upon by LANDLORD or TENANT or any prospective purchaser or mortgagee or lessee or assignee of the Property, or any part thereof or estate therein.

**ARTICLE 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 XXXVI**  
**ENVIRONMENTAL QUALITY**

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

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

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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 Demised Premises as part of pest control services shall only be used in places of infestation as demonstrated by sticky traps or other such devices observed by TENANT or but never as a preventative measure. 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.

D. 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 XXXVII**  
**RADON GAS**

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risk 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.

**ARTICLE XXXVIII**  
**HOLDOVER**

If TENANT, with LANDLORD's consent, remains in possession of the Demised Premises after expiration of the term and if LANDLORD and TENANT have not executed an expressed written agreement as to such holding over, then such occupancy shall be a tenancy from month to month at a monthly rental for the first month, after expiration of the term, equivalent to one hundred percent (100%) of the monthly rental in effect immediately prior to expiration. Should the tenancy extend beyond one month, the second month and every month thereafter, the monthly rental shall be equivalent to one hundred five percent (105%) of the monthly rental in effect immediately prior to expiration. 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 XXXIX**  
**GOVERNING LAW**

This Agreement, including any exhibits or amendments, if any, and all matters relating thereto (whether in contract, statute, tort or otherwise) shall be governed by and construed in accordance with the laws of the State of Florida.

**ARTICLE XL**  
**WRITTEN AGREEMENT**

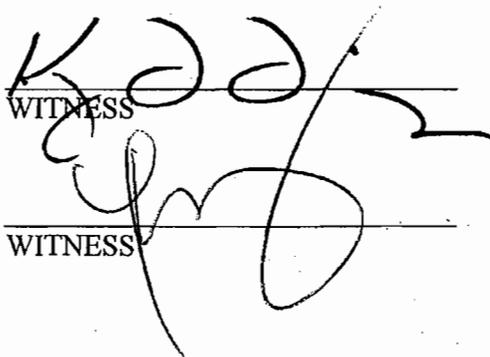
This Lease Agreement contains the entire agreement between the parties hereto and all previous negotiations leading thereto, and it may be modified only by resolution approved by the Board of County Commissioners.

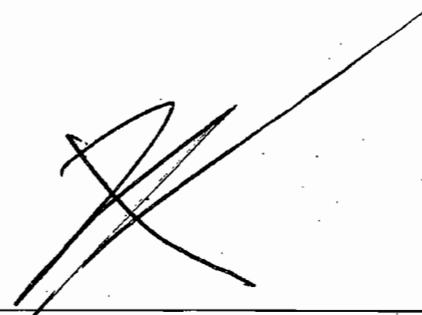
29

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.

ADLER OFFICE ASSOCIATES, LTD.  
a Florida limited partnership  
By ADLER OFFICE ASSOCIATES, INC.  
a Florida Corporation its general partner

(CORPORATE SEAL)

WITNESS  
  
WITNESS

By:  (LANDLORD)  
Brett W. Harris  
Executive Vice President  


(OFFICIAL SEAL)

ATTEST:  
HARVEY RUVIN, CLERK

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

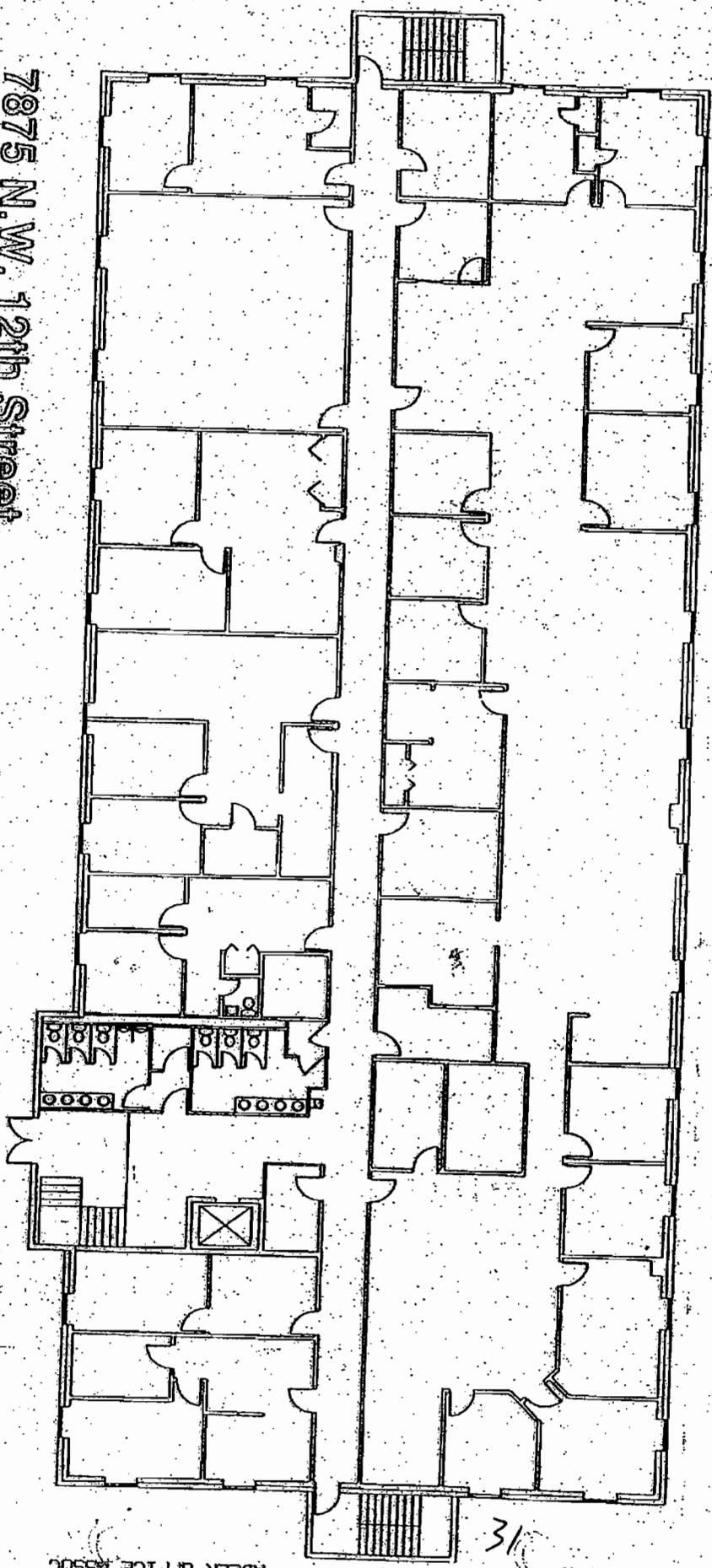
By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_ (TENANT)  
Carlos Alvarez  
County Mayor

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EXHIBIT "A"

There are no Architectural Plans as per ARTICLE XVIII IMPROVEMENTS OF THE DEMISED PREMISES.



7875 N.W. 12th Street  
2nd Floor  
12,700 square feet

## EXHIBIT "B"

### 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 algicide quarterly.
  - H. Check, remove trash, and clean condensate drain and trap - quarterly.
- V. **COMPRESSOR** - Separate or self-contained in AC package unit as applicable:
  - A. Check for indication of leakage - monthly.
  - B. Check pressure and temperature - quarterly.
- VI. **PUMPS as applicable:**
  - A. Inspect belts for damage, tension, and alignment - quarterly.
  - B. Check bearings and seals (motor and pump) - quarterly or semi-annually.
  - C. Check phase voltage and impeller - yearly.
- VII. **COOLING TOWER as applicable:**
  - A. Check water level - minimum monthly - prefer weekly.
  - B. Check oil level in gear reducers - monthly.
  - C. Check for leaks and excessive noise or vibration - monthly.
  - D. Check water quality/chemical treatment - monthly.
- VIII. **BUILDING EXTERIOR:**
  - A. Check for water infiltration into walls or above ceilings to prevent mold and mildew - quarterly.
- IX. **CEILING TILES:**
  - A. Check and replace any ceiling tile that shows water stains to prevent mold spores - quarterly.
- X. **SUPPLY AND RETURN AIR DUCTS:**
  - A. Remove ceiling diffuser and clean, check for visible sign of dirt around the opening or dirt coming out of duct openings on supply air diffusers - yearly. If they are dirty, then clean the ducts.

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**EXHIBIT "C"**  
**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 - dustmop - 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.
- Monthly: Strip and wax lobby, waiting and tile restroom areas.
- Quarterly: Strip and wax hallway floors. (Apply three coats of Johnson Complete Wax or equivalent).
- Semiannually: Machine clean carpets in hallways. Other areas are to be cleaned, if their condition so dictates.
- Strip, reseal and wax with nonskid wax all normally waxed floors.
- Annually: Machine clean all carpet throughout the facility.

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.

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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.

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 Demised 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.

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