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

Amended
Agenda Item No. 11(A)(10)

MEMORANDUM

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

DATE: July 17, 2008

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

SUBJECT: Resolution approving execution of a sublease agreement for office space located at the Hall of the States Building, 444 North Capitol Street, N.W., Suite 370, Washington, D.C. with the State Service Organization, Inc.

Resolution No. R-864-08

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Chairman Bruno A. Barreiro.

R. A. Cuevas, Jr.
County Attorney

RAC/cp

RESO\2078

MEMORANDUM

(Revised)

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

DATE: July 17, 2008

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

SUBJECT: Amended Agenda Item No. 11(A)(10)

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 _____

Amended
Agenda Item No. 11(A)(10)
7-17-08

RESOLUTION NO. R-864-08

RESOLUTION APPROVING EXECUTION OF A SUBLEASE AGREEMENT FOR OFFICE SPACE LOCATED AT THE HALL OF THE STATES BUILDING, 444 NORTH CAPITOL STREET, N.W., SUITE 370, WASHINGTON, D.C. WITH THE STATE SERVICES ORGANIZATION, INC. FOR PREMISES TO BE USED BY THE MIAMI-DADE COUNTY BOARD OF COUNTY COMMISSIONERS, OFFICE OF INTERGOVERNMENTAL AFFAIRS; AUTHORIZING THE MAYOR OR DESIGNEE TO EXECUTE SAME AND EXERCISE ANY AND ALL RIGHTS CONFERRED THEREIN

WHEREAS, on June 6, 2006, the Board by Resolution No. 747-06 approved the execution of a sub-sublease agreement for 452 square feet of office space located at the Halls of the States Building, 444 North Capitol Street, N.W., Suite 422, Washington, D.C. with the National Adult Education Professional Consortium, Inc. (NAEPC), for a term of two (2) years; and

WHEREAS, on January 22, 2008, the Board by Resolution No. 88-08 approved the execution of a second sub-sublease agreement for this same space with NAEPC, commencing February 1, 2008 and ending on December 31, 2008, with two (2) one-year renewal options; and

WHEREAS, the initial Calendar Year 2008 term and two (2) one-year renewal terms was entered with NAEPC to provide the County flexibility should larger and more permanent space within the Hall of the States become available; and

WHEREAS, a larger space has now become available in the Hall of the States Building through a sublease agreement with the State Services Organization and the Office of Intergovernmental Affairs desires to move to this larger space; and

WHEREAS, the State Services Organization is willing to enter into a sublease with the County for 933 square feet of space in Suite 237 of the Hall of the States Building; and

WHEREAS, the sublease would commence on July 1, 2008 and end on January 31, 2014; and

WHEREAS, the rental rate would be $4,337.75 per month for a total of $52,053.00 per year, with the base rent increasing two percent (2%) per year starting February 1, 2009; and

WHEREAS, in addition to the base rent, the sublease requires the County to reimburse certain operational expenses incurred by the State Services Organization, as well as real estate taxes and other administrative expenses; and

WHEREAS, the County also is required to provide the State Services Organization with a deposit of $4,337.75; and

WHEREAS, as with the prior sub-sublease with NAEPC, the sublease with the State Services Organization is governed by District of Columbia law, rather than Florida law, and therefore may present additional potential exposure to the County because Florida sovereign immunity may not apply; and

WHEREAS, the County's current sub-sublease with NAEPC will be terminated as soon as NAEPC finds a new tenant, but no later than December 31, 2008 when the initial sub-sublease term with NAEPC runs out; and

WHEREAS, the monthly lease payments and associated expenses are part of the Office of Intergovernmental Affairs' existing budget; and

WHEREAS, over the past several years, the Miami-Dade County Board of County Commissioners, Office of Intergovernmental Affairs, has benefited from having a full time office in Washington, D.C. to better monitor federal legislation; and

WHEREAS, approximately 95 state, local, and not-for profit organizations currently sublet space from the State Services Organization, which manages the Hall of States Building in Washington, D.C.; and

WHEREAS, the National Conference of State Legislatures, the National Governor's Association, and many other associated agencies that participate in the national legislative process on state and local issues are located in the Hall of States Building, which is located within blocks of the Capitol; and

WHEREAS, leases and subleases at the Hall of States Building are provided at rates only marginally over cost and well below market for Washington, D.C.; and

WHEREAS, the County's Washington, D.C. presence has been highly successful to date, and by approving this sublease, the Board can continue this effective presence through 2014,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that the Board approves the Sublease Agreement between Miami-Dade County and the State Services Organization, Inc., for premises located at the Halls of the States Building, 444 North Capitol Street, N.W., Suite 237, Washington, D.C. to be utilized by the Miami-Dade Board of County Commissioners, Office of Intergovernmental Affairs; in the form attached hereto and made a part hereof; authorizes the Mayor or designee to execute same for and on behalf of Miami-Dade County after review and approval by the County Attorney's Office; and authorizes the Mayor or designee to exercise any and all rights conferred therein.

The Prime Sponsor of the foregoing resolution is Chairman Bruno A. Barreiro. It was offered by Commissioner **Sally A. Heyman**, who moved its adoption. The motion was seconded by Commissioner **Bruno A. Barreiro** and upon being put to a vote, the vote was as follows:

Bruno A. Barreiro, Chairman **aye**
Barbara J. Jordan, Vice-Chairwoman **absent**

Jose "Pepe" Diaz	**aye**	Audrey M. Edmonson	**absent**
Carlos A. Gimenez	**aye**	Sally A. Heyman	**aye**
Joe A. Martinez	**absent**	Dennis C. Moss	**aye**
Dorrin D. Rolle	**aye**	Natacha Seijas	**absent**
Katy Sorenson	**aye**	Rebeca Sosa	**absent**
Sen. Javier D. Souto	**absent**		

The Chairman thereupon declared the resolution duly passed and adopted this 17th day of July, 2008. 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.

Debra Herman
Jess M. McCarty

C:\WP\RESO\JMM\A541.DOC

OFFICE SUBLEASE

THIS SUBLEASE (the "Sublease") is made and entered into as of the _____, by and between STATE SERVICES ORGANIZATION, INC. (hereinafter referred to as "Sublandlord") and TENANT (hereinafter referred to as "Tenant").

WITNESSETH

WHEREAS, Sublandlord is the tenant under that certain Lease dated September 27, 1991, as amended by that certain First Amendment to Lease dated January 7, 1992, that certain Second Amendment to Lease dated November 1, 1994, that certain Third Amendment to Lease dated December 20, 1994, that certain Fourth Amendment to Lease dated February 26, 1996, that certain Fifth Amendment to Lease dated August 19, 1996, that certain Sixth Amendment to Lease dated July 1, 1998, that certain Seventh Amendment to Lease dated November 30, 2000 and that certain Eight Amendment to Lease dated June 1, 2001 (as amended, the "Prime Lease") with The Mebar Realty Holding Trust, successor in interest to the Trustees of the M.E.B.A. Pension Trust ("Owner"), covering approximately 223,460 square feet of rentable space ("Sublandlord's Premises") in the building located at 400/444 North Capitol Street, N.W., Washington, D.C. (the "Building"); and

WHEREAS, Sublandlord desires to sublet to Tenant and Tenant desires to sublet from Sublandlord that certain premises in the Building, as more particularly described below.

NOW, THEREFORE, in consideration of the premises, the rents, and the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. SUBLEASE OF PREMISES

Sublandlord does hereby demise and sublease to Tenant, and Tenant does hereby sublease from Sublandlord, for the Term (as defined below) and upon the conditions hereinafter provided, that certain premises consisting of Nine Hundred Thirty Three (933) rentable square feet in the aggregate on the 3rd Floor of the South Tower of the Building, to be designated and known as Suite 370, as more particularly identified on the floor plan attached hereto and incorporated herein as Exhibit A (the "Premises") together with appurtenances thereto. Owner will provide common area access to the Premises.

2. TERM

This Sublease shall be the binding obligation of the parties as of the date hereof and, subject to and upon the covenants, agreements and conditions of Sublandlord and Tenant set forth herein, the term of this Sublease shall commence on the first day of July, 2008 (hereinafter called the "Commencement Date") and expire on the 31st day of January 2014(the "Termination Date") or such earlier date if this Sublease shall terminate pursuant to the terms hereof or pursuant to law (the "Term").

3. USE

Tenant will use and occupy the Premises solely for general office purposes in accordance with applicable zoning regulations. The Premises will not be used for any other purpose without the prior written consent of Sublandlord. Tenant will not use or occupy the Premises for any unlawful purpose, and will comply with all insurance requirements as well as all present and future laws, ordinances, regulations and orders of all governments, government agencies and any other public authority having jurisdiction over the Premises, including but not limited to compliance with the Americans With Disabilities Act affecting Tenant's manner of use and/or Alterations (as herein defined) installed within the Premises.

4. RENT

Tenant agrees to pay rent ("Rent") on the following terms and conditions:

a. **Base Rent.** (i) Initial Rent. Subject to the provisions of Section 4(a)(ii) below, the Base Rent shall be, Fifty Two Thousand Fifty Three and 00/100 Dollars ($52,053.00) per annum, payable in equal monthly installments of Four Thousand Three Hundred Thirty Seven and 75/100 Dollars ($4,337.75) each, in advance on the first day of each and every calendar month during the Term. The first such monthly installment has been paid on the execution and delivery hereof. If the Commencement Date occurs on a day other than the first day of a calendar month, Tenant, prior to the Commencement Date and to its taking possession of the Premises, shall pay, in addition to the monthly installment paid on the execution and delivery hereof, Base Rent from the Commencement Date until the first day of the following calendar month. Base Rent for such period shall equal the product obtained by multiplying the actual number of days in such period by one thirtieth (1/30th) of the monthly Base Rent.

(ii) Base Rent Escalation. Commencing on February 1, 2009 and on each anniversary thereof during the Term of the Sublease the Base Rent (as it may have been previously adjusted) shall increase by two percent (2%) per annum on a cumulative and compounding basis (the "Annual Adjustment Amount").

Tenant shall pay the monthly installment of Base Rent as adjusted by the Annual Adjustment Amount or Year 6 Increase, as applicable, commencing with the next monthly payment of Base Rent due after notice of the Annual Adjustment Amount or Year 6 Increase, as applicable. Thereafter, Tenant shall pay the monthly installment of Base Rent as adjusted by the Annual Adjustment Amount or Year 6 Increase, as applicable, with each monthly payment of Base Rent until Tenant receives a new statement setting forth the Annual Adjustment Amount or Year 6 Increase, as applicable, which amount shall be payable as set forth in the preceding sentence.

b. **Additional Rent.** Tenant shall pay as additional rent all sums due Sublandlord exclusive of Base Rent (hereinafter "Additional Rent"), including but not limited to the payment of Tenant's pro rata share of all increases in Operating Expenses (as defined in Article 7 of the Prime Lease) over the Operating Expenses for calendar year 2007and Real Estate Taxes (as defined in Article 7 of the Prime Lease) over those incurred during fiscal year ending September 30, 2007, in accordance with Sublandlord's obligations under certain provisions of Article 7 of the Prime Lease. Tenant's pro rata share is defined as the ratio of the rentable square footage of the Premises to the Sublandlord's Premises. Tenant's pro rata share is subject to increase or decrease in the event of an increase or decrease in the square footage of the Premises or the Sublandlord's Premises. If Sublandlord's Premises is not at least 95% occupied (by subtenants or Sublandlord directly) during any calendar year or if Landlord is not supplying services to at least 95% of the Sublandlord's Premises at any time during a calendar year, Tenant's pro rata share shall, at Sublandlord's option, be determined as if the Sublandlord's Premises had been 95% occupied (by subtenants or by Sublandlord) and Landlord had been supplying services to 95% of the Sublandlord's Premises during that calendar year.

Sublandlord shall submit to Tenant a copy of any statement from Owner setting forth Owner's estimate of Operating Expenses and Real Estate Taxes for the Building. Tenant shall pay in advance on the first day of each calendar month thereafter one twelfth (1/12) of Tenant's pro rata share of all estimated increases in (x) the Operating Expenses of the Sublandlord shown on the statement and (y)

Real Estate Taxes. Sublandlord shall also furnish Tenant with a copy of any statement from Owner setting forth the computation of the actual Operating Expenses and Real Estate Taxes for the Building for the previous year as soon as such actual statements are reasonably available to and/or provided to Sublandlord. In the event that actual Real Estate Taxes or Operating Expenses as shown on the statements exceed the budgeted Real Estate Taxes or Operating Expenses, Tenant shall pay to Sublandlord such excess within fifteen (15) days of delivery of such statements. In the event actual Real

Estate Taxes or Operating Expenses as shown on the statements are less than the estimated cost items, Tenant shall be entitled to a credit against Additional Rent due under this Sublease to the extent of its pro rata share of any payment or credit for Additional Rent received by Sublandlord hereunder or under the Prime Lease. If Tenant is not in Default and the Sublease has terminated, any credit against Additional Rent will be sent to Tenant no later than sixty (60) days after termination date.

In the event Sublandlord does not require the payment of monthly estimated amounts on account of Operating Expenses and Real Estate Taxes as provided in the preceding paragraph, Additional Rent attributable to Tenant's pro rata share of such cost items shall be paid by Tenant within fifteen (15) days after Sublandlord shall have transmitted to Tenant a bill or bills, accompanied by statements showing in reasonable detail the computation of the amounts due, together with a copy of any notification which Sublandlord has received from Owner. Statements issued pursuant to the Prime Lease shall set forth the amount or amounts then payable by Sublandlord under the Prime Lease due to increases in Real Estate Taxes assessed against the Building and Operating Expenses under the Prime Lease.

Tenant shall also pay as Additional Rent, within thirty (30) days after Sublandlord shall have transmitted an invoice therefor, charges for all services requested by Tenant from Sublandlord including, without limitation, telecommunication services, duplicating services, conference room facilities, printing services, office supply and word processing (all such services collectively referred to herein as the "Additional Services").

Tenant may dispute in writing Sublandlord's calculation of Tenant's Additional Rent based upon Owner's or Sublandlord's statements of Operating Expenses and/or Real Estate Taxes within thirty (30) days after Sublandlord delivers such statements. Notwithstanding any dispute, Tenant shall pay Sublandlord the sum required by the statements when due. If such dispute is not amicably settled within sixty (60) days after Tenant's written notice, either party may, within ninety (90) days after Tenant's written notice, refer such disputed item to arbitration as provided in Paragraph 4(f) of this Sublease. Any adjustment required by such arbitration shall be made within twenty (20) days after such decision has been rendered. If Tenant shall not dispute any item of such statement(s) within thirty (30) days after such statement(s) have been sent by Sublandlord, or if Tenant shall not refer the disputed item to arbitration within ninety (90) days after the Tenant's written notice, Tenant shall be deemed to have approved such statement(s). Sublandlord shall have the right to send corrected statements to Tenant. Tenant shall pay or dispute in writing amounts due according to the corrected statements, in accordance with the terms of this Paragraph, which obligation shall survive termination of this Sublease.

c. **Payment.** Tenant will make all payments of Rent, without demand and without deduction, setoff or counterclaim, at the time specified in subparagraph (a) and (b) above, by wire transfer or check, payable to the order of Sublandlord, or to such other party or to such other address as Sublandlord may designate from time to time by written notice to Tenant. If Sublandlord shall at any time or times accept said Rent after it shall become due and payable, such acceptance shall not excuse delay upon subsequent occasions, or constitute or be construed as a waiver of any or all of the Sublandlord's rights hereunder.

d. **Late Charge.** If Tenant shall fail to pay any Rent within five (5) business days after Sublandlord sends notice of such delinquency, Tenant shall pay to Sublandlord a late payment charge equal to four percent (4%) of any unpaid amounts for each month such amount remains unpaid.

e. **Default Interest.** Any installment of Rent which is not paid by Tenant within three (3) business days after the same becomes due and payable, and any other monetary charges payable by Tenant which are not paid by Tenant within seven (7) business days after the same becomes due and payable, shall bear interest at the Default Rate (as defined below) accruing from the date such installment or payment became due and payable to the date of payment thereof by Tenant. Interest shall be paid in addition to any late charges, if any.

Default Rate shall mean that rate of interest which is the rate per annum equal to two percentage points (2%) above the base rate publicly announced from time to time at Citibank, N.A. (the "Citibank Base Rate"), but in no event more than the highest legal rate of interest permitted to be charged under law. In the event that Citibank, N.A. ceases to announce a base rate of interest, Sublandlord, at Sublandlord's discretion, shall designate the base or prime rate of interest announced by another bank located in New York City or the Washington, D.C. metropolitan area which base or prime rate of interest shall replace the Citibank Base Rate for the purpose of calculating the Default Rate.

f. **Arbitration**. If arbitration is required under Paragraph 4(b) above, Tenant and Sublandlord shall submit the matter to arbitration in Washington, D.C. in accordance with the procedures of the American Arbitration Association for Commercial Arbitration. Tenant and Sublandlord shall each designate an arbitrator within five (5) business days of submission of the dispute to arbitration. The two arbitrators shall mutually choose a third arbitrator who shall hear the matter. The decision of the third arbitrator shall be final in all respects. The parties shall pay their own costs of the arbitration including attorneys fees and fees or costs paid to the arbitrator selected by that party. The costs and fees of the third arbitrator shall be paid equally by the parties.

5. DEPOSIT

Simultaneously with the execution of this Sublease by Tenant, Tenant shall deposit with Sublandlord the sum of Four Thousand Three Hundred Thirty Seven and 75/100 Dollars ($4,337.75) as a security deposit (the "Deposit") which shall be held in an interest bearing account with interest accruing to the account of Sublandlord. Such Deposit shall be security for the payment and performance by Tenant of all of Tenant's obligations, covenants, conditions and agreements under this Sublease, and Sublandlord shall have the right, but shall not be obligated, to apply all or any portion of the Deposit to cure any default by Tenant, after the expiration of all applicable notice and cure periods. In the event Tenant fails to perform any of its obligations under the provisions of the Sublease, said Deposit shall not be deemed liquidated damages and Sublandlord may apply the Deposit to reduce Sublandlord's damages, and such application of the Deposit shall not preclude Sublandlord from recovering from Tenant all additional damages incurred by Sublandlord. Provided Tenant is current in its obligations hereunder, the Deposit shall be returned to the Tenant within thirty (30) days after the termination of the Sublease.

6. ASSIGNMENT AND SUBLETTING

a. **Restrictions**. Tenant shall not have the right to sublet all or any portion of the Premises or to assign this Sublease without the express prior written consent of the Sublandlord. In the event that Tenant desires to sublet all or any part of the Premises or assign this Sublease, Tenant shall submit to Sublandlord the name and address of the proposed subtenant or assignee together with a description of such proposed subtenants' or assignees' business and financial references. Tenant shall also submit to Sublandlord a certification that the proposed subtenant or assignee meets the criteria of an appropriate tenant under Sublandlord's and Owner's then current policies. Sublandlord shall exercise commercially reasonable efforts to respond to such notice received from Tenant within thirty (30) days from receipt. In the event that Sublandlord shall not respond within such thirty (30)-day period, Tenants' request shall be deemed denied. Sublandlord reserves the right to approve or reject Tenant's request for any reason, in its sole and absolute discretion. No consent by Sublandlord to any subletting or assignment by Tenant shall relieve Tenant of any obligation to be performed under the Sublease. In the event Sublandlord consents to such sublease or assignment, Tenant shall pay all related costs and attorneys' fees. Tenant shall pay to Sublandlord any amount received by Tenant from such sublessee or assignee in excess of the amounts due by Tenant to Sublandlord under this Sublease. In the event of such a permitted assignment, any assignee shall use the Premises solely for uses and purposes permitted by this Sublease and assignee shall execute, acknowledge and deliver to Sublandlord a written instrument under which such assignee shall personally assume and bind itself to the faithful performance and observance of all terms, covenants and conditions of this Sublease on the part of Tenant to be observed or performed and shall expressly agree that,

notwithstanding such assignment, the covenant herein contained against assignments shall bind the assignee with respect to all future assignments.

b. **Sublandlord's Right Upon Assignment.** If this Sublease is assigned, whether or not in violation of the provisions of this Paragraph, Sublandlord may collect Rent directly from the assignee. No such collection of Rent by Sublandlord shall be deemed a waiver of the covenants of this Paragraph or the acceptance of the assignee as a tenant; nor shall such collection of Rent by Sublandlord be deemed a release of Tenant from the performance of its obligations under this Sublease other than to the extent such amounts due under this Sublease are actually received by the Sublandlord. Notwithstanding any assignment and/or any assumption by the assignee of the obligations of Tenant hereunder, Tenant and any immediate or remote successor in interest of Tenant shall remain liable, jointly and severally, with its assignee and all subsequent assignees for the performance and observance of Tenant's obligations hereunder, and any act or omission on the part of any assignee in violation of any of the obligations of this Sublease shall constitute a default by Tenant, thereby entitling Sublandlord to pursue the remedies provided in Paragraph 18 herein.

c. **Encumbrances.** Tenant will not mortgage or encumber the Sublease without the prior written consent of Sublandlord, and Owner if required under the Prime Lease.

7. ALTERATIONS AND REMOVAL OF PROPERTY

a. **Alterations**. Tenant shall make no alterations, installations, additions, improvements or decorations ("Alterations") in or to the Premises without the prior written consent of Sublandlord, which consent shall not be unreasonably withheld; provided, however, that any required consent of Owner thereto is first obtained by Tenant. Tenant shall be responsible for payment of all costs incurred by Sublandlord in connection with work related to any such Alterations. All Alterations shall be performed in a lien free and good and workmanlike manner. Upon completion of the Alterations, Sublandlord shall furnish Tenant with a detailed statement of the actual costs of the work, and within thirty (30) days after receiving such statement, Tenant shall pay Sublandlord the amount of the actual cost of such work. Tenant acknowledges and agrees that the Building is restricted by a PEPCO Agreement to use energy efficient T-8 fixtures or comparable high efficiency downlights. Thus, in the event that Tenant and/or Tenant's subtenants renovate the Premises and such renovation includes the replacement of existing light fixtures, Tenant shall comply with PEPCO restrictions. Tenant shall use Owner's fire alarm contractor for any tie-ins to the Building's fire alarm system. Tenant acknowledges that the basic fire and safety systems in accordance with applicable law already exist in the Premises, but any costs of relocating sprinkler heads, strobes, or audio enunciators due to Alterations shall be at Tenant's cost and expense.

Any Alterations in or to the Premises shall remain on the Demised Premises upon the expiration or earlier termination of this Sublease and shall thereupon become the property of Sublandlord without any action or payment therefor, unless specifically agreed to the contrary by Sublandlord and Tenant in a signed writing executed subsequent to the date hereof, or unless required to be removed by Sublandlord. Notwithstanding the foregoing, any telephone, telecommunications, internet or other wiring and conduit ("Tenant's Cabling") shall be removed from the Premises by Tenant upon expiry of the Term at Tenant's sole cost, expense and liability. In the event that the Premises or the Building is damaged as a result of such removal, the cost and expense of repairs necessitated as a result thereof shall be borne by Tenant. Tenant shall repair all damage to the Premises caused by such removal.

Sublandlord and Owner may make repairs, changes or additions to the structure, systems, facilities and equipment to the Premises where necessary to serve the Premises or the Building. Sublandlord and Owner may also make changes, alterations or additions to any part of the Building not forming part of the Premises and change the locations of common areas of the Building.

b. **Removal of Personal Property.** Tenant shall remove all of Tenant's personal property and Tenant's Cabling from the Premises on or before the expiration or earlier termination of the Sublease.

In the event Tenant fails to remove its personal property or Tenant's Cabling on or before the expiration, or earlier termination, of the Term of the Sublease, then and in such event, Sublandlord may remove same from the Premises at Tenant's expense and Tenant hereby agrees to pay to Sublandlord, as Additional Rent, the cost of such removal together with any and all damages which Sublandlord may suffer and sustain by reason of the failure of Tenant to remove the same. Said amount of Additional Rent shall be due and payable upon receipt by Tenant of a written statement of costs and damages from Sublandlord.

8. MECHANIC'S LIEN

If any mechanic's lien is filed against the Premises, for work claimed to have been done for Tenant or materials claimed to have been furnished to Tenant, such mechanic's lien shall be discharged or bonded off by Tenant, at its sole cost and expense, within five (5) days from the date Tenant receives written demand from Sublandlord to discharge said lien, by the payment thereof or by filing any bond required by law. If Tenant shall fail to discharge any such mechanic's lien, Tenant shall be in default under this Sublease and, in addition to pursuing the remedies provided in Paragraph 18 herein, Sublandlord may, at its option, discharge the same and treat the cost thereof as Additional Rent, due and payable upon receipt by Tenant of a written statement of costs from Sublandlord. Sublandlord and Tenant hereby expressly covenant and agree that such discharge of any mechanic's lien by Sublandlord shall not be deemed to waive or release Tenant from its default under the Sublease for failing to discharge the same. Tenant will indemnify and hold harmless Sublandlord and Owner from and against any and all expenses, liens, claims or damages to person or property which may or might arise as a result of Tenant undertaking preoccupancy tenant work in the Premises at its own cost and under its own control and direction, or Tenant making any alterations to the Premises.

9. MAINTENANCE BY TENANT

Tenant shall keep the Premises and the fixtures and equipment therein in clean, safe and sanitary condition and shall suffer no waste or injury thereto, normal wear and tear excepted. Any and all damage or injury to the Premises caused by moving property of Tenant into or out of the Premises shall be repaired by and at the sole cost of Tenant.

10. SIGNS

No sign, advertisement or notice shall be inscribed, painted, affixed or displayed on any part of the outside or the inside of the Building, except with Sublandlord's prior written consent and then only in such place, number, size, color and style as is authorized by Sublandlord, and meeting the standards and requirements of Owner. If any such sign, advertisement or notice is exhibited without first obtaining Sublandlord's written consent, Sublandlord shall have the right, upon four (4) days notice to Tenant, to remove the same at Tenant's expense, and Tenant shall remain liable for any and all expenses incurred by Sublandlord by said removal. In addition, upon the expiration or earlier termination of this Sublease, Tenant shall pay, as Additional Rent, the cost of removal of any such signage, together with any cost to restore the surface to which the signage was inscribed, painted, affixed or displayed.

11. ENTRY FOR REPAIRS AND INSPECTIONS

Tenant will permit Owner and/or Sublandlord, or their agents, employees or contractors, upon reasonable notice to Tenant to enter the Premises at all reasonable times and in a reasonable manner, without charge therefor to Sublandlord or Owner and without diminution of the Rent payable by Tenant, to examine, inspect and protect the same, and to make such repairs as in the judgment of Owner or Sublandlord may be deemed necessary to maintain or protect the Premises or to exhibit the same to prospective tenants, or to perform such work as required or permitted under the Prime Lease. Owner and Sublandlord shall use reasonable efforts to minimize interference to Tenant's business when making repairs, and Owner and Sublandlord shall use reasonable efforts to, but shall not be required to perform the repairs at a time other than during normal working hours.

Notwithstanding the provisions set forth in the Paragraph above, in the event of an emergency, Owner and/or Sublandlord may enter the Premises at any time without notice and make any repairs deemed necessary to protect the Premises or the Building.

12. TENANT'S EQUIPMENT

Tenant will not install or operate in the Premises without first obtaining the prior written consent of Sublandlord any electrically operated equipment or other machinery which require high electricity consumption for operation, other than equipment and machinery normally employed for general office use, including typewriters, data and word processing machines, adding machines, radios, televisions, tape recorders, dictaphones, bookkeeping machines, copying machines, clocks, office computers, printers, telecopiers, coffee makers, and microwave ovens.

If any portion or all of Tenant's equipment, including, without limitation, any equipment it may install without Sublandlord's consent, shall require electricity consumption in excess of the capacity of the electrical system installed in the Premises, all additional transformers, distribution panels, feeders, risers and wiring that may be required to provide the amount of electricity required for Tenant's equipment shall be installed only upon Sublandlord's written consent, by and at the cost and expense of Tenant and in accordance with all applicable laws. Under the Prime Lease, the Owner has agreed to provide seven (7) watts of electrical energy, connected load, at eighty-five percent (85%) power factor, per square foot, for twenty-four (24) hours a day, three hundred sixty-five (365) days a year.

Tenant shall not install any equipment of any kind or nature whatsoever which will or may necessitate any changes, replacements or additions to, or in the use of, the water system, heating system, plumbing system, air-conditioning system, or electrical system of the Premises or the Building without first obtaining prior written consent of Sublandlord. Business machines and mechanical equipment belonging to Tenant which cause noise or vibration that may be transmitted to the structure of the Building or to any space therein shall be installed and maintained by Tenant, at Tenant's expense, on vibration eliminators or other devices sufficient to eliminate such noise and vibration.

Sublandlord shall have the right to prescribe the weight and position of all heavy equipment and fixtures, including, but not limited to, data processing equipment, records and file systems, and safes, which Tenant intends to install or locate within the Premises. Tenant shall obtain Sublandlord's prior review and written approval before installing or locating heavy equipment and fixtures in the Premises, and if installation or location of such equipment or fixtures, in Sublandlord's opinion, requires structural modifications or reinforcement of any portion of the Premises or the Building, Sublandlord may withhold its approval or construct such modifications or reinforcements and Tenant agrees to reimburse Sublandlord or Owner for any and all costs incurred by Sublandlord or Owner to make such required modifications or reinforcements, and such modifications or reinforcements shall be completed prior to Tenant installing or locating such equipment or fixtures in the Premises. Tenant shall reimburse Sublandlord within fifteen (15) days of receipt of any statement setting forth those costs and shall reimburse Owner for any such costs when due.

13. RESPONSIBILITY FOR CERTAIN DAMAGE AND BREAKAGE

All injury, breakage or damage to the Premises or the Building, caused by Tenant, or the agents, servants, employees or visitors of Tenant, shall be repaired by and at the sole expense of Tenant, normal wear and tear excepted.

14. LIABILITY FOR DAMAGE TO PERSONAL PROPERTY, PERSON AND PREMISES

All personal property of the Tenant, its employees, agents, business invitees, licensees, customers, clients, family members, guests or trespassers, in the Building, shall be and remain in the Building at their sole risk. Sublandlord shall not be liable to any such person or party for any damage to or loss of personal property or for any damage to the Premises, to the fixtures or to the improvements contained therein arising from any act of any other persons, or from the leaking of the roof, or from the bursting, leaking or overflowing of water, sewer or steam pipes, or for heating or plumbing fixtures, or from electrical wires or fixtures, or from air-conditioning failure, unless such damage is caused by the gross negligence or willful misconduct of Sublandlord, nor shall Sublandlord be liable for the interruption or loss to Tenant's business arising from any of the above described acts or causes, Tenant agreeing to hold Sublandlord harmless in all such cases.

Sublandlord shall not be liable for any personal injury to Tenant, Tenant's employees, agents, business invitees, licensees, customers, clients, family members, guests or trespassers arising from the use, occupancy and condition of the Building, unless such party establishes that there has been gross negligence or willful misconduct on the part of Sublandlord, its agents or employees.

To the extent that Owner is liable under the terms of the Prime Lease for any such damage, loss or injury, Sublandlord shall pay to Tenant the amount paid by Owner or its agents for such damage, loss or injury and Sublandlord shall have no further obligation with regard to such damage, loss or injury.

15. DAMAGE TO THE BUILDING AND/OR THE PREMISES

If the Premises or Building shall be damaged by fire or other cause, Sublandlord shall diligently and as soon as practicable use reasonable efforts to cause Owner to take any and all action available under the terms of the Lease to repair such damage. No compensation or claim or reduction of Rent will be allowed or paid by Sublandlord by reason of inconvenience, annoyance, or injury to business arising from the necessity of repairing the Premises or any portion of the Building of which they are a part if the Premises are repaired within thirty (30) days after the occurrence of such damage; thereafter Rent shall be abated pro rata in accordance with the net rentable space on the Premises which cannot be used for Tenant's purposes due to such fire or other casualty.

Notwithstanding the provisions above, if (a) the Premises shall be so damaged that in Sublandlord's opinion, the Premises cannot be fully repaired within ninety (90) days from the date the damage occurred, (b) the Building shall be so damaged by fire or other casualty that, in Sublandlord's opinion, substantial alteration or reconstruction of the Building shall be required, or (c) Sublandlord is entitled to terminate the Prime Lease as a result of such damage, then in any such event, Sublandlord, at its option, may give to Tenant, sixty (60) days notice of termination of this Sublease and, in the event such notice is given, this Sublease shall terminate (whether or not the Term shall have commenced) upon the termination of such sixty (60) days, and the then applicable Rent shall be apportioned as of such date, including any Rent abatement as provided above. In the event that by reason of the willful misconduct or negligence of Tenant, Sublandlord is unable to collect any of the insurance proceeds, then, in addition to other remedies available to Sublandlord, the abatement of rent shall not be effective to the extent of uncollected insurance proceeds.

16. TENANT'S INSURANCE REQUIREMENTS

a. Insurance, Tenant's Self-Insurance. Tenant, at Tenant's expense, shall carry and keep in full force and effect at all times during the Term of this Sublease for the protection of Sublandlord, Sublandlord managing agent, any other parties in interest designated from time to time by Sublandlord by written notice to Tenant, and Tenant, public liability insurance including contractual liability insurance with limits of Three Million Dollars ($3,000,000) in the aggregate and for each occurrence of bodily or personal injury, death, operations, hazard or property damage and all-risk/special forms insurance for all tenant improvements installed in the Premises at Tenant's request and/or direction, and Tenant shall

deliver to Sublandlord, prior to the Commencement Date, (a) a copy of said policy, or at Sublandlord's option, a binder or certificate showing the same to be in full force and effect, or (b) if Tenant maintains its insurance through self-insurance program as set forth hereinbelow, a certificate from the Office of Risk Management describing this self insurance program. Tenant shall designate (or if Tenant self-insures, be deemed to designate) Sublandlord and any managing agent identified by Sublandlord as additional insureds. Tenant shall insure that each policy requires that Sublandlord shall receive at least 30 days prior written notice of any modification, reduction, cancellation or termination, and Tenant shall provide at least 30 days advance notice prior to discontinuing, modifying or converting the insurance that Tenant maintains through the self-insurance program hereunder. Sublandlord and Tenant acknowledge that Tenant shall maintain its insurance which Tenant is required to maintain hereunder through the Louisiana State Office of Risk Management, which is a self insured entity of the State of Louisiana.

b. Release from Liability. To the extent allowed by law, Sublandlord and Tenant hereby release the other party and its agents and employees from claims for damage or loss to any person or the Premises, the Building, the Land, any property contained therein or thereon, or any other property, caused by or resulting from any risks insured against under any insurance policies carried by Sublandlord and Tenant (including any self-insurance policy) and in force at the time of any such damage or loss, regardless of the cause of the damage or loss (including the negligence of Sublandlord or Tenant or their respective agents or employees), but only to the extent of such insurance coverage (provided, however that in the case of any insurance Tenant maintains through its self-insurance program, the insurance coverage shall be deemed to be the insurance coverage Tenant is required to maintain hereunder).

17. CONDEMNATION

If the Building or all of the Premises shall be condemned or acquired in lieu of condemnation by any governmental authority for any public or quasi-public use or purpose, then the Term of this Sublease shall cease and terminate as of the date when title vests in such governmental authority. Tenant shall have no claim against Sublandlord, Owner or the condemning authority for any portion of the amount of the condemnation award or settlement that may be claimed as damages by Tenant as a result of such condemnation or acquisition or for the value of any unexpired Term of the Sublease. Tenant may make a separate claim against the condemning authority for a separate award for the value of any of Tenant's tangible personal property and trade fixtures, for moving and relocation expenses and for such business damages and/or consequential damages as may be allowed by law, provided that Tenant shall have no claim for Tenant's leasehold interest.

If less than fifty percent (50%) of the Premises is condemned or acquired in lieu of condemnation by any governmental authority for any public or quasi-public use or purpose, the Rent shall be equitably adjusted on the date when title vests in such governmental authority and the Sublease shall otherwise continue in full force and effect.

18. DEFAULT OF TENANT

(a) The following shall be an Event of Default hereunder:

(i) Tenant's failure to pay Rent or any other monetary obligation hereunder when due which failure continues for ten (10) days after Sublandlord has sent a default notice to Tenant regarding such monetary default (a Monetary Default); or

(ii) Tenant's violation or failure to perform any of its other covenants, conditions or agreements hereunder which failure continues for thirty (30) days after the Sublandlord has sent written notice specifying said violation or failure to perform; provided however, that if such default may not be cured within said time period, then Tenant shall have an additional thirty (30) days to cure said default, so long as Tenant is diligently pursuing such cure; or

(iii) If Tenant deserts or vacates a substantial portion of the Premises.

(iv) The attachment, execution or other judicial seizure of substantially all of Tenant's property located in the Premises or of Tenant's interest in the Lease, which seizure is not discharged within thirty (30) days;

(v) The filing of a petition, which petition is not dismissed within ninety (90) days of the filing of such petition, whether voluntary or involuntary, under any bankruptcy laws, concerning the assets of Tenant; or the consent by Tenant to the appointment of a trustee, conservator or receiver;

(vi) The occurrence of an Event of Default due to Tenant failure to pay for Additional Services when due, on more than two (2) occasions in any twelve (12) month period; or

(vii) The failure of Tenant to comply with the Exhibits annexed hereto, subject to the notice and cure provisions of subsection (ii) above. (b) If an Event of Default occurs, then at any time thereafter while Tenant remains in default, Sublandlord may do any one or more of the following without any notice or demand:

(i) Terminate this Sublease in which event Tenant shall immediately surrender the Premises to Sublandlord. Any said written notice of default shall operate as a notice to quit, any further notice to quit or notice of Sublandlord's intention to reenter being hereby expressly waived. Sublandlord may thereafter proceed to recover possession under and by virtue of the provisions of the laws of the District of Columbia or by such other proceedings, including reentry and possession, as may be applicable. If Sublandlord elects to terminate this Sublease, everything herein contained on the part of Sublandlord to be done and performed shall cease without prejudice to the right of Sublandlord to recover from Tenant all accrued Rent and other payments up to the time of termination or recovery of possession by Sublandlord, whichever is later.

(ii) Enter upon and take possession of the Premises as Tenant's agent without terminating this Lease and without being liable to prosecution or any claim for damages therefor, and Sublandlord may relet the Premises as Tenant's agent and receive the Rent therefor, in which event Tenant shall pay to Sublandlord on demand any and all costs of reletting, renovating, repairing and altering the Premises (including but not limited to advertising costs, commissions, finders fees and other similar costs) for a new tenant or tenants and any deficiency that may arise by reason of such reletting; provided, however, that Sublandlord shall use commercially reasonable efforts to relet the Premises, but Sublandlord's failure to relet the Premises shall not release or affect Tenant's liability for Rent or for damages; or

(iii) Cure any default by Tenant under this Lease and enter the Premises to accomplish this purpose without being liable to prosecution or any claim for damages therefor. To the extent allowed by law, Tenant shall reimburse Sublandlord promptly upon demand for all costs and expenses, including, without limitation, attorneys fees, which Sublandlord incurs in effecting compliance with this Lease on Tenant's behalf, and Sublandlord shall not be liable for any damages suffered by Tenant from such action, unless caused by the gross negligence of Sublandlord.

Should this Sublease be terminated before the expiration of the Term of this Sublease by reason of Tenant's default as hereinabove provided or if Tenant shall abandon or vacate the Premises before the expiration or termination of the Term of this Sublease, Sublandlord shall use commercially reasonable efforts to relet the Premises for such rent and upon such terms as are not unreasonable under the circumstances.

To the extent allowed by law, if the full Rent hereinabove provided shall not be realized by Sublandlord, Tenant shall be liable for all damages sustained by Sublandlord, including, without limitation any deficiency in Rent, attorneys fees, brokerage fees and expenses of restoring the Premises to the same condition required under this Sublease if Tenant quit and surrendered the Premises at the end of Term. Any damage or loss of Rent sustained by Sublandlord may be recovered by Sublandlord, at Sublandlord's option, at the time of the reletting, or in separate actions, from time to time, as said damage

shall have been made more easily ascertainable by successive reletting, or at Sublandlord's option, may be deferred until the expiration of the Term of this Sublease, in which event the cause of action shall not be deemed to have accrued until the date of expiration of said Term. The provisions contained in this Paragraph 18 shall be in addition to and shall not prevent the enforcement of any claim Sublandlord may have against Tenant for anticipatory breach of the unexpired Term of this Sublease.

19. DEFAULT OF SUBLANDLORD

Sublandlord shall not be deemed in default in performing any obligations of Sublandlord pursuant to the terms hereof unless Sublandlord shall violate or fail to perform any condition, covenant or agreement of this Sublease made by Sublandlord and any violation or failure to perform any of those conditions, covenants or agreements shall continue for a period of thirty (30) days, after written notice specifically describing the nature and facts of Sublandlord's default has been delivered by Tenant to Sublandlord, or in cases where the violation or failure to perform cannot be corrected within thirty (30) days, Sublandlord does not begin to correct the violation or failure to perform within thirty (30) days after receiving Tenant's written notice and/or Sublandlord thereafter does not diligently pursue the correction of the violation or failure to perform.

20. INDEMNIFICATION

To the extent allowed by law, Tenant does hereby indemnify and hold harmless Sublandlord from and against losses, claims, damages, or expenses (collectively, "Loss"), including reasonable attorneys fees, which Sublandlord may suffer, incur, or expend arising out of any act or omission of Tenant, its employees, agents or contractors, or Tenant's occupancy or use of the Premises and its appurtenances or any failure of Tenant to perform fully its obligations hereunder. Tenant does further indemnify and hold harmless Sublandlord, Owner and any other tenant in the Building from and against losses arising out of Tenant's failure or any direct act by Tenant, its agents, employees, contractors or invitees which causes a default under or cancellation of the Prime Lease, including without limitation all liability of Sublandlord to the Owner and other tenants in the Building and lost income to Sublandlord.

21. NO WAIVER BY SUBLANDLORD

If Sublandlord shall institute legal or administrative proceedings against Tenant and a compromise or settlement thereof shall be made, the same shall not constitute a waiver of Tenant's obligations to comply with any covenant, agreement or condition, nor of any of Sublandlord's rights hereunder unless expressly stated otherwise. Unless expressly stated otherwise, no waiver by Sublandlord of any breach of any covenant, condition, or agreement specified herein shall operate as an invalidation or as a continual waiver of such covenant, condition or agreement itself or of any subsequent breach thereof. No payment by Tenant or receipt by Sublandlord of a lesser amount than the monthly Rent 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 such rent be deemed an accord and satisfaction and Sublandlord may accept such check or payment without prejudice to Sublandlord's right to recover the balance of such Rent or to pursue any other remedy provided for in this Sublease or in the governing law of the jurisdiction in which the Building is located. No reentry by Sublandlord, and no acceptance by Sublandlord of keys from Tenant, shall be considered an acceptance of a surrender of the Sublease; provided however, Tenant reserves the right, to terminate this Sublease in accordance with Paragraph 2 of this Sublease.

22. RIGHT OF SUBLANDLORD TO CURE TENANT'S DEFAULT

If Tenant defaults in the making of any payment to any third party including, without limitation, separately metered utilities, or in the doing of any act required to be made or done by Tenant, relating to the Premises, then Sublandlord may, but shall not be required to, make such payment or do such act, and the amount of the expense thereof, if made or done by Sublandlord, with interest thereon at two percent (2%) per annum in excess of the Citibank Base Rate accruing from the date paid by Sublandlord, shall be paid by Tenant to Sublandlord and shall constitute Additional Rent hereunder due and payable by Tenant upon receipt of a written statement of costs from Sublandlord. The making of such payment or the doing of such act by Sublandlord shall not operate to cure Tenant's default nor shall it prevent Sublandlord from the pursuit of any remedy to which Sublandlord would otherwise be entitled.

23. NO REPRESENTATIONS BY SUBLANDLORD

Neither Sublandlord nor any agent or employee of Sublandlord has made any representations or promises with respect to the Premises except as herein expressly set forth, and no rights, privileges, easements or licenses are acquired by Tenant except as herein set forth. Tenant, by taking possession of the Premises, shall accept the same in the then as is condition, except for latent defects and punch list items being those identified in a list delivered to Sublandlord within five (5) days of possession of the Premises by Tenant.

24. BROKERS

Sublandlord and Tenant represent and warrant one to another that neither of them has employed any broker in connection with this Sublease. Sublandlord shall indemnify and hold Tenant harmless, and Tenant shall indemnify and hold Sublandlord harmless, from and against any claim or claims for brokerage or other commission arising from or out of any breach of the foregoing representations and warranties by the respective indemnitors.

25. WAIVERS

To the extent allowed by law, Sublandlord and Tenant hereby waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on or in respect of any matter whatsoever arising out of or in any way connected with this Sublease, the relationship of Sublandlord and Tenant hereunder, Tenant's use or occupancy of the Premises, and/or any claim of injury or damage. Tenant hereby represents to Sublandlord that it and its partners, affiliates and members specifically waive any and all rights to sovereign immunity and Tenant agrees that in all disputes arising, directly or indirectly, out of this Lease, Tenant shall be subject to service of process in, and the jurisdiction of the courts of, the District of Columbia. Tenant agrees to deliver such instruments as Sublandlord may require evidencing said waiver of sovereign immunity. The provisions of this Article shall survive the Expiration Date or sooner termination of this Lease.

26. COSTS OF ENFORCEMENT

Any expenses incurred by Sublandlord in collecting or endeavoring to collect rent or enforcing or endeavoring to enforce any rights against Tenant, under or in connection with this Lease, or pursuant to law, including any cost, expense and disbursement involved in instituting and prosecuting summary proceedings, as well as bills for any property, material, labor or services provided, furnished or rendered, including reasonable attorneys fees and disbursements, shall be paid by Tenant as Additional Rent upon demand.

27. NOTICES

No notice, request, approval, waiver or other communication which may be or is required or permitted to be given under this Lease shall be effective unless the same is in writing and given either by hand delivery or by certified or registered mail, first-class postage prepaid, return receipt requested, or by reputable air courier service that provides written notice of delivery. Any notice delivered in accordance with this Paragraph 27 shall be deemed effective when received by addressee if delivered by hand delivery, as of three (3) business days following deposit in the mail if delivered by registered or certified mail, and as of one (1) business day following deposit with a courier service if delivered by reputable air courier service that provides written notice of delivery. For purposes of notice, the addresses of the parties shall be as follows:

If to Sublandlord:	State Services Organization, Inc. 444 North Capitol Street, N.W. Suite 237 Washington, D.C. 20001 Attn: Executive Director
Copy to:	Sutherland, Asbill & Brennan LLP 1275 Pennsylvania Avenue, NW Washington, DC 20004 Attn: Lisa A. Rosen, Esq.
If to Tenant:	TENANT
Copy to:	TENANT'S CHOICE

28. ESTOPPEL CERTIFICATES

Tenant agrees, at any time and from time to time, upon not less than ten (10) Business days prior written notice by Sublandlord or Owner to execute, acknowledge and deliver to Sublandlord or Owner a

statement in writing (i) certifying that this Sublease is unmodified and in full force and effect (or if there have been modifications, that the Sublease is in full force and effect as modified and stating the modifications), (ii) stating the dates to which the Rent and other charges hereunder have been paid by Tenant, (iii) stating whether or not, to the best knowledge of Tenant, Sublandlord is in default in the performance of any covenant, agreement or condition contained in this Sublease, and, if so, specifying each such default of which Tenant may have knowledge, (iv) stating the address to which notices to Tenant should be sent and, if Tenant is a corporation, the name and address of its registered agent in the jurisdiction in which the Building is located, and (v) agreeing not to pay Rent more than thirty (30) days in advance or to amend the Sublease without the consent of the mortgage lender; provided, however, that if Tenant is unable to provide such statement in writing within the aforesaid five (5) days, Tenant will orally provide all such required information within five (5) days and shall confirm in writing, any oral statements within fifteen (15) days. Any such statement delivered pursuant hereto may be relied upon by an owner of the Building, any prospective purchaser of the Building, any mortgagee or prospective mortgagee of the Building or of Sublandlord's interest, or any prospective assignee of any such mortgage.

29. SURRENDER/HOLDOVER

Upon the expiration or other termination of the Term, Tenant shall quit and surrender to Sublandlord the Premises, broom clean and in comparable condition to that existing as of the Commencement Date, ordinary wear and tear excepted. If Tenant shall continue to occupy the Premises after expiration of the Term of this Sublease, Tenant agrees to pay to Sublandlord, in addition to all other sums payable under this Sublease, a penalty which is not be construed as liquidated damages, equal to twice the amount of the then applicable Base Rent payable for the previous calendar month for each month or part of a month Tenant occupies the Premises after the date of expiration of the Term of this Sublease. Notwithstanding the foregoing provision, Tenant shall have no right to holdover. The obligations of Tenant hereunder shall survive termination of the Sublease.

30. COVENANTS OF SUBLANDLORD

Sublandlord covenants that it has the right to grant this Sublease for the Term of the Sublease aforesaid, and that subject to the rights of Owner pursuant to the Prime Lease, if Tenant shall pay the rent and shall perform all of the covenants, agreements and conditions specified in this Sublease to be performed by Tenant, Tenant shall, for the Term of the Sublease, freely, peaceably and quietly occupy and enjoy the full possession of the Premises and access to the common areas without molestation or hindrance by Sublandlord, its agents or employees.

31. GENDER; PLURAL

Feminine or neuter pronouns shall be substituted for those of the masculine form, and the plural shall be substituted for the singular number, in any place or places herein in which the context may require such substitution or substitutions.

32. SUCCESSORS AND ASSIGNS

The terms and provisions of this Sublease shall be binding upon and shall inure to the benefit of the parties hereto and each of their respective representatives, successors and assigns subject to the limitations on the right of Tenant to assign this Sublease under Paragraph 6 herein.

33. SUBJECT TO PRIME LEASE

This Sublease is subject to the Prime Lease between Sublandlord and Owner, and this Sublease shall automatically terminate upon the termination, cancellation or expiration of the Prime Lease. All of the obligations of Sublandlord to Owner pursuant to the Prime Lease regarding the Premises shall be obligations of the Tenant hereunder, and the Prime Lease is incorporated herein by reference as fully as if the terms and provisions thereof were set forth herein, unless such terms and obligations of Tenant are otherwise expressly modified herein. In no event shall Sublandlord be deemed to have assumed the

responsibilities of the Owner under the Prime Lease (including, without limitation, any repair or maintenance obligations, any obligation to provide services or any obligation to restore the Premises following any damage, destruction or condemnation) nor shall Sublandlord be responsible for the compliance of the Owner with the provisions of the Prime Lease.

34. GOVERNING LAW

This Sublease and the rights and obligations of Sublandlord and Tenant hereunder shall be governed by the laws of the District of Columbia.

35. TENANT'S RELOCATION

a. Sublandlord shall have the option at any time during the Term, upon sixty (60) days written notice to Tenant (the "Relocation Notice"), to relocate Tenant into alternative space (the "Relocation Space") within the Building. The Relocation Space shall be substantially the same size as the Premises and shall be substantially similar to the condition of the Premises as of the date of the Relocation Notice. In the event the Relocation Space contains floor space in excess of one hundred percent (100%) of the floor space contained in the Premises, Tenant shall not be obligated to pay an increase in Rent as a result of the increased square footage. If Sublandlord elects to exercise its option to relocate Tenant and provides Tenant with the Relocation Space, Sublandlord and Tenant shall promptly enter into an agreement modifying the Sublease only with respect to the description of the Premises and Tenant shall promptly relocate, at Sublandlord's cost and expense, to the Relocation Space within such sixty (60) day period.

b. If during the Term of this Sublease, Tenant desires to sublease other available space in the Building from Sublandlord in lieu of the Premises, and Sublandlord consents to sublease such space to Tenant (which consent may be withheld in Sublandlord's sole and absolute discretion), then Sublandlord and Tenant may enter into a sublease for such other space (the "Replacement Space"). Upon execution of a sublease for the Replacement Space and Tenant's possession thereof, and in the event that Tenant shall have relocated all of its facilities to the Replacement Space and shall have paid and satisfied in full all of its obligations under this Sublease, Tenant shall be released and relieved of all obligations under this Sublease; provided however, Tenant shall continue to be responsible to pay Sublandlord any sum or sums attributable to the period of Tenant's possession under this Sublease.

36. ENTIRE AGREEMENT

This Sublease and the exhibits attached hereto, shall embody the entire agreement of the parties hereto, and no representations, inducements or agreements between the parties not contained and embodied in said Sublease and exhibits, shall be of any force or effect. This Sublease may not be modified, changed or terminated in whole or in part in any manner other than by an agreement in writing duly signed by all parties hereto.

37. TRANSFER BY SUBLANDLORD

Sublandlord (and any successor or affiliate of Sublandlord) may freely sell, assign or transfer all or any portion of its interest in this Sublease (including but not limited to the Rent derived herefrom) or the Sublandlord's Premises, and, in the event any such sale, assignment or transfer is an absolute assignment (or, if a conditional assignment, then from and after the date of the exercise of remedies thereunder by any assignee), Sublandlord shall be relieved of any and all obligations under this Sublease as to Tenant. From and after any such transfer, assignment or exercise of remedies by an assignee, Tenant shall attorn to and be bound to such purchaser, assignee or other transferee, as the case may be, as though the latter had been the original Sublandlord hereunder, with Sublandlord thereupon being relieved of all liabilities to Tenant hereunder. Sublandlord shall transfer Tenant's security deposit to such assignee or transferee and Tenant agrees to look solely to such assignee or transferee for the return of all or any part of the security deposit, including any interest earned thereon, to which Tenant may be entitled.

38. CERTAIN RIGHTS RESERVED BY SUBLANDLORD AND OWNER

Sublandlord and Owner shall have the following rights, exercisable without notice, without liability for damage or injury to property, person or business and without effecting an eviction, constructive or actual, or disturbance of Tenant's use or possession of the Premises or giving rise to any claim for setoff, abatement of Rent or otherwise:

a. To affix, maintain and remove a sign on the exterior or interior of the Building to identify the Sublandlord subject to regulation by any governmental authority.

b. To make repairs, alterations, additions and improvements, whether structural or otherwise, in, to and about the Building and any part thereof in accordance with the other provisions of this Sublease, and for such purposes to enter the Premises, and, during the continuance of any of such work, to temporarily close the Building or to temporarily suspend Building services and facilities, all without affecting Tenant's obligations hereunder, as long as the Premises remain tenantable.

c. To grant to anyone the exclusive right to conduct any business or render any service in the Building in accordance with this Sublease, provided Tenant is not thereby excluded from uses expressly permitted herein.

d. To alter, relocate, reconfigure and reduce the common areas of the Building, as long as the Premises remain reasonably accessible.

e. To alter, relocate, reconfigure, reduce and withdraw the common areas located outside the Building, including parking and access roads, as required by any governmental authority, as long as the Premises remain reasonably accessible.

f. To erect, use and maintain pipes and conduits in and through the Premises.

39. CAPTIONS

The captions of individual paragraphs hereof are for convenience of reference only and shall be given no effect in the construction of this instrument.

40. PARKING

Parking at the Building shall be governed by the terms set forth in Exhibit B annexed hereto.

41. REPRESENTATIONS AND WARRANTIES

Sublandlord represents and warrants that Sublandlord has full right and authority to enter into this Lease and that all persons signing on behalf of Sublandlord have been authorized to do so by appropriate action of the Sublandlord's governing body.

Tenant represents and warrants that Tenant is a public constitutional corporation established and organized by the constitution of the State of Louisiana and that Tenant has been and is duly qualified to do business in the District of Columbia and is in good standing therein, that Tenant has full right and authority to enter into this Lease and that all persons signing on behalf of Tenant have been authorized to do so by all necessary corporate action.

42. EXHIBITS

The following exhibits, schedules and appendices referenced herein are incorporated herein and made a part hereof, as if fully set forth herein:

Exhibit A: Premises Description
Exhibit B: Parking

43. OWNER APPROVALS.

Anything contained in this Sublease to the contrary notwithstanding, Sublandlord shall not be deemed to have unreasonably withheld, conditioned or delayed its consent or approval, when required to be given, if Owner shall have withheld, conditioned or delayed its consent or approval in any instance in which such consent or approval is required.

[[If there are Riders to be added to the sublease that's being prepared, mark an "X" in the space provided and list each rider according to the Paragraph number that it applies to in ascending order.

44. PATRIOT ACT.

Each party hereto represents and warrants to the other that such party (which for this purpose includes its partners, members, principal stockholders and any other constituent entities) is not named as a "specially designated national and blocked person" (as defined in Presidential Executive Order 13224) on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control. Each party also represents and warrants to the other that neither such party nor its constituents or affiliates are in violation of any laws relating to terrorism or money laundering, including the aforesaid Executive Order and the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 107-56), as amended. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representations and warranties by the indemnifying party.

____ 44. INCORPORATION OF RIDERS (CHECK IF APPLICABLE)

The following Rider(s) attached hereto is or are incorporated herein as an integral part of this Sublease:

A. None

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Sublandlord and Tenant have caused this Sublease to be signed in their names by their duly authorized representatives and delivered as their act and deed, intending to be legally bound by its terms and provisions.

SUBLANDLORD:

STATE SERVICES ORGANIZATION, INC.

By:_____[SEAL]

Printed Name:_____

Its: _____

TENANT:

By: _____[SEAL]

Printed Name:_____

Its: _____

EXHIBIT A

EXHIBIT B

PARKING

Pursuant to the Prime Lease, Sublandlord has been allocated certain unreserved parking spaces ("Sublandlord Parking Spaces") in the parking garage ("Garage") at the Building. During the Term hereof and provided that Tenant is not in default of its obligations hereunder, Sublandlord agrees to make available to Tenant One (1) monthly parking permit ("Tenant Space") in the Garage as part of the Base Rent. Tenant acknowledges and agrees that Sublandlord is not the operator of the Garage and that Sublandlord does not assume any responsibility for the care, custody or safety of any person or property, in, upon or in respect of the operation of the Garage, and Tenant hereby expressly releases and discharges Sublandlord from any such responsibility or liability. If at any time the rate for the Tenant Space exceeds $170.73 per month, this amount shall constitute Additional Rent and shall be payable to Sublandlord in advance on the first day of each and every month throughout the Term. Tenant and its employees shall observe reasonable precautions in the use of the Garage and shall at all times abide by all rules and regulations governing the use of the Garage promulgated by Owner and/or Sublandlord, inclusive of obligations respecting manner of use of the parking facilities as specified in the Prime Lease.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on the day hereinabove stated.

ATTEST:

Name: KENNETH BATTEN

Title: Operations Manager

SUBLANDLORD:

STATE SERVICES ORGANIZATION, INC.

[SEAL]

NAME: Steve Roberts

Title: Executive Director

ATTEST:

Name: Elizabeth Adorno
Title: Deputy Clerk
Co. Commissioner

TENANT:

MIAMI-DADE COUNTY
BOARD OF COMMISSIONERS
OFFICE OF INTERGOVERNMENTAL AFFAIRS

[SEAL]

NAME: George Burgess
Title: County Manager

Memorandum

MIAMI-DADE COUNTY

Date: July17, 2008

Supplement to
Agenda Item No. 11(A)10

To: Honorable Chairman Bruno Barriero
And Members, Board of County Commissioners

From: Joe Rasco
Office of Intergovernmental Affairs

Subject: Approving execution of a sublease agreement for office space located at the Hall of States building, 444 North Capitol Street, N.W. Suite 370, Washington D.C. with the State Services Organization, Inc.

Request:
It is being requested that the Board of County Commissioners approve the attached sub-lease agreement in order for the Office of Intergovernmental Affairs' Washington branch to establish permanent office space and accommodate staff, in order to continue to successfully advocate for and monitor federal legislation.

Fiscal Impact
The proposed lease agreement will have a monthly impact of $4,337.75 per month or $52,053.00 per year rental rate for 2008. The total annual increase for establishing the permanent office space is an additional $ 31,245.62. The rental rate will increase by 2% each year until the term ends on January 31, 2014. The total impact for the remainder of the 2008 fiscal year will be $13,013.25 ($9,230.09 for months remaining in the 2008 fiscal yr., in addition to $ 4,337.75 security deposit). The total impact for the 2009 fiscal year will be $52,833.83.

Background
On June 6, 2006, the Board of County Commissioners by Resolution No. 747-06 approved the execution of a sub-sublease agreement for 452 square feet of office space located at the Hall of State Building, 444 North Capitol Street, N.W., Suite 452, Washington, D.C. with the National Adult Education Professional Consortium, Inc. (NAEPC), for a two year term. On January 22, 2008, the Board of County Commissioners by Resolution No. 88-08 approved the execution of a second sub-sublease agreement for this same space with NAEPC, commencing February 1, 2008 and ending on December 31, 2008, with two one-year renewal options. Recently, a larger space was made available for the first time, in the same building through a sublease agreement with the State Services Organization.

Justification
The Office of Intergovernmental Affairs' Washington office has out grown its current 452 square foot space. Therefore, the available 933 square feet of space (Includes 2 offices and conference room) will allow us to accommodate staff and will be better suited for holding meetings. The BCC had instructed OIA after the initial D.C. Pilot to establish for Miami-Dade County a permanent presence in Washington. The present arrangement was the only space available and it is space that is shared with an educational non-profit. The expansion now allows for the D.C. office to be adequately set up to meet the needs of the BCC and all of the departments that fully utilize OIA's services while in the Capitol. Approximately 95 state, local, and not-for profit organizations currently sublet space from the State Services Organization, which manages the Hall of States Building in Washington, D.C. The National Conference of State Legislatures, the National Governor's Association, and many other associated agencies that participate in the national legislative process on state and local issues are located in the Hall of States, which is located within blocks of the Capitol. Lease and subleases at the Hall of States Building are provided at rates only marginally the cost and well below market for Washington D.C. The County's Washington D.C. presence has been highly successful to date, and by approving this sublease, the Board can continue this effective presence through 2014.

Gonzalez, Alina M. (OIA)

Supplement No. 2
Agenda Item No. 11(A)(10)

From: Roberts, Stephen [sroberts@sso.org]
Sent: Thursday, July 17, 2008 10:24 AM
To: Gonzalez, Alina M. (OIA)
Cc: Batten, Ken
Subject: Miami Dade Lease

Hi Alina,
I understand that Miami Dade prefers to go with original lease that incorporated a 2% increase on the annual basis instead of the lease sent yesterday that has the flat base rent. I am okay with this change.
Steve

Steve Roberts
Executive Director
State Services Organization
Suite 237
444 N. Capitol Street, NW
Washington, DC 20001
(202) 624-5489 Office
(202) 624-3609 Fax
www.sso.org

Please consider the environment before printing this email.

OFFICE SUBLEASE

THIS SUBLEASE (the "Sublease") is made and entered into as of the _____, by and between STATE SERVICES ORGANIZATION, INC. (hereinafter referred to as "Sublandlord") and TENANT (hereinafter referred to as "Tenant").

WITNESSETH

WHEREAS, Sublandlord is the tenant under that certain Lease dated September 27, 1991, as amended by that certain First Amendment to Lease dated January 7, 1992, that certain Second Amendment to Lease dated November 1, 1994, that certain Third Amendment to Lease dated December 20, 1994, that certain Fourth Amendment to Lease dated February 26, 1996, that certain Fifth Amendment to Lease dated August 19, 1996, that certain Sixth Amendment to Lease dated July 1, 1998, that certain Seventh Amendment to Lease dated November 30, 2000 and that certain Eight Amendment to Lease dated June 1, 2001 (as amended, the "Prime Lease") with The Mebar Realty Holding Trust, successor in interest to the Trustees of the M.E.B.A. Pension Trust ("Owner"), covering approximately 223,460 square feet of rentable space ("Sublandlord's Premises") in the building located at 400/444 North Capitol Street, N.W., Washington, D.C. (the "Building"); and

WHEREAS, Sublandlord desires to sublet to Tenant and Tenant desires to sublet from Sublandlord that certain premises in the Building, as more particularly described below.

NOW, THEREFORE, in consideration of the premises, the rents, and the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. SUBLEASE OF PREMISES

Sublandlord does hereby demise and sublease to Tenant, and Tenant does hereby sublease from Sublandlord, for the Term (as defined below) and upon the conditions hereinafter provided, that certain premises consisting of Nine Hundred Thirty Three (933) rentable square feet in the aggregate on the 3rd Floor of the South Tower of the Building, to be designated and known as Suite 370, as more particularly identified on the floor plan attached hereto and incorporated herein as Exhibit A (the "Premises") together with appurtenances thereto. Owner will provide common area access to the Premises.

2. TERM

This Sublease shall be the binding obligation of the parties as of the date hereof and, subject to and upon the covenants, agreements and conditions of Sublandlord and Tenant set forth herein, the term of this Sublease shall commence on the first day of July, 2008 (hereinafter called the "Commencement Date") and expire on the 31st day of January 2014(the "Termination Date") or such earlier date if this Sublease shall terminate pursuant to the terms hereof or pursuant to law (the "Term").

3. USE

Tenant will use and occupy the Premises solely for general office purposes in accordance with applicable zoning regulations. The Premises will not be used for any other purpose without the prior written consent of Sublandlord. Tenant will not use or occupy the Premises for any unlawful purpose, and will comply with all insurance requirements as well as all present and future laws, ordinances, regulations and orders of all governments, government agencies and any other public authority having jurisdiction over the Premises, including but not limited to compliance with the Americans With Disabilities Act affecting Tenant's manner of use and/or Alterations (as herein defined) installed within the Premises.

4. RENT

Tenant agrees to pay rent ("Rent") on the following terms and conditions:

a. **Base Rent.** (i) Initial Rent. Subject to the provisions of Section 4(a)(ii) below, the Base Rent shall be, Fifty Two Thousand Fifty Three and 00/100 Dollars ($52,053.00) per annum, payable in equal monthly installments of Four Thousand Three Hundred Thirty Seven and 75/100 Dollars ($4,337.75) each, in advance on the first day of each and every calendar month during the Term. The first such monthly installment has been paid on the execution and delivery hereof. If the Commencement Date occurs on a day other than the first day of a calendar month, Tenant, prior to the Commencement Date and to its taking possession of the Premises, shall pay, in addition to the monthly installment paid on the execution and delivery hereof, Base Rent from the Commencement Date until the first day of the following calendar month. Base Rent for such period shall equal the product obtained by multiplying the actual number of days in such period by one thirtieth (1/30th) of the monthly Base Rent.

(ii) Base Rent Escalation. Commencing on February 1, 2009 and on each anniversary thereof during the Term of the Sublease the Base Rent (as it may have been previously adjusted) shall increase by two percent (2%) per annum on a cumulative and compounding basis (the "Annual Adjustment Amount").

Tenant shall pay the monthly installment of Base Rent as adjusted by the Annual Adjustment Amount or Year 6 Increase, as applicable, commencing with the next monthly payment of Base Rent due after notice of the Annual Adjustment Amount or Year 6 Increase, as applicable. Thereafter, Tenant shall pay the monthly installment of Base Rent as adjusted by the Annual Adjustment Amount or Year 6 Increase, as applicable, with each monthly payment of Base Rent until Tenant receives a new statement setting forth the Annual Adjustment Amount or Year 6 Increase, as applicable, which amount shall be payable as set forth in the preceding sentence.

b. **Additional Rent.** Tenant shall pay as additional rent all sums due Sublandlord exclusive of Base Rent (hereinafter "Additional Rent"), including but not limited to the payment of Tenant's pro rata share of all increases in Operating Expenses (as defined in Article 7 of the Prime Lease) over the Operating Expenses for calendar year 2007and Real Estate Taxes (as defined in Article 7 of the Prime Lease) over those incurred during fiscal year ending September 30, 2007, in accordance with Sublandlord's obligations under certain provisions of Article 7 of the Prime Lease. Tenant's pro rata share is defined as the ratio of the rentable square footage of the Premises to the Sublandlord's Premises. Tenant's pro rata share is subject to increase or decrease in the event of an increase or decrease in the square footage of the Premises or the Sublandlord's Premises. If Sublandlord's Premises is not at least 95% occupied (by subtenants or Sublandlord directly) during any calendar year or if Landlord is not supplying services to at least 95% of the Sublandlord's Premises at any time during a calendar year, Tenant's pro rata share shall, at Sublandlord's option, be determined as if the Sublandlord's Premises had been 95% occupied (by subtenants or by Sublandlord) and Landlord had been supplying services to 95% of the Sublandlord's Premises during that calendar year.

Sublandlord shall submit to Tenant a copy of any statement from Owner setting forth Owner's estimate of Operating Expenses and Real Estate Taxes for the Building. Tenant shall pay in advance on the first day of each calendar month thereafter one twelfth (1/12) of Tenant's pro rata share of all estimated increases in (x) the Operating Expenses of the Sublandlord shown on the statement and (y)

Real Estate Taxes. Sublandlord shall also furnish Tenant with a copy of any statement from Owner setting forth the computation of the actual Operating Expenses and Real Estate Taxes for the Building for the previous year as soon as such actual statements are reasonably available to and/or provided to Sublandlord. In the event that actual Real Estate Taxes or Operating Expenses as shown on the statements exceed the budgeted Real Estate Taxes or Operating Expenses, Tenant shall pay to Sublandlord such excess within fifteen (15) days of delivery of such statements. In the event actual Real

Estate Taxes or Operating Expenses as shown on the statements are less than the estimated cost items, Tenant shall be entitled to a credit against Additional Rent due under this Sublease to the extent of its pro rata share of any payment or credit for Additional Rent received by Sublandlord hereunder or under the Prime Lease. If Tenant is not in Default and the Sublease has terminated, any credit against Additional Rent will be sent to Tenant no later than sixty (60) days after termination date.

In the event Sublandlord does not require the payment of monthly estimated amounts on account of Operating Expenses and Real Estate Taxes as provided in the preceding paragraph, Additional Rent attributable to Tenant's pro rata share of such cost items shall be paid by Tenant within fifteen (15) days after Sublandlord shall have transmitted to Tenant a bill or bills, accompanied by statements showing in reasonable detail the computation of the amounts due, together with a copy of any notification which Sublandlord has received from Owner. Statements issued pursuant to the Prime Lease shall set forth the amount or amounts then payable by Sublandlord under the Prime Lease due to increases in Real Estate Taxes assessed against the Building and Operating Expenses under the Prime Lease.

Tenant shall also pay as Additional Rent, within thirty (30) days after Sublandlord shall have transmitted an invoice therefor, charges for all services requested by Tenant from Sublandlord including, without limitation, telecommunication services, duplicating services, conference room facilities, printing services, office supply and word processing (all such services collectively referred to herein as the "Additional Services").

Tenant may dispute in writing Sublandlord's calculation of Tenant's Additional Rent based upon Owner's or Sublandlord's statements of Operating Expenses and/or Real Estate Taxes within thirty (30) days after Sublandlord delivers such statements. Notwithstanding any dispute, Tenant shall pay Sublandlord the sum required by the statements when due. If such dispute is not amicably settled within sixty (60) days after Tenant's written notice, either party may, within ninety (90) days after Tenant's written notice, refer such disputed item to arbitration as provided in Paragraph 4(f) of this Sublease. Any adjustment required by such arbitration shall be made within twenty (20) days after such decision has been rendered. If Tenant shall not dispute any item of such statement(s) within thirty (30) days after such statement(s) have been sent by Sublandlord, or if Tenant shall not refer the disputed item to arbitration within ninety (90) days after the Tenant's written notice, Tenant shall be deemed to have approved such statement(s). Sublandlord shall have the right to send corrected statements to Tenant. Tenant shall pay or dispute in writing amounts due according to the corrected statements, in accordance with the terms of this Paragraph, which obligation shall survive termination of this Sublease.

c. **Payment.** Tenant will make all payments of Rent, without demand and without deduction, setoff or counterclaim, at the time specified in subparagraph (a) and (b) above, by wire transfer or check, payable to the order of Sublandlord, or to such other party or to such other address as Sublandlord may designate from time to time by written notice to Tenant. If Sublandlord shall at any time or times accept said Rent after it shall become due and payable, such acceptance shall not excuse delay upon subsequent occasions, or constitute or be construed as a waiver of any or all of the Sublandlord's rights hereunder.

d. **Late Charge.** If Tenant shall fail to pay any Rent within five (5) business days after Sublandlord sends notice of such delinquency, Tenant shall pay to Sublandlord a late payment charge equal to four percent (4%) of any unpaid amounts for each month such amount remains unpaid.

e. **Default Interest.** Any installment of Rent which is not paid by Tenant within three (3) business days after the same becomes due and payable, and any other monetary charges payable by Tenant which are not paid by Tenant within seven (7) business days after the same becomes due and payable, shall bear interest at the Default Rate (as defined below) accruing from the date such installment or payment became due and payable to the date of payment thereof by Tenant. Interest shall be paid in addition to any late charges, if any.

Default Rate shall mean that rate of interest which is the rate per annum equal to two percentage points (2%) above the base rate publicly announced from time to time at Citibank, N.A. (the "Citibank Base Rate"), but in no event more than the highest legal rate of interest permitted to be charged under law. In the event that Citibank, N.A. ceases to announce a base rate of interest, Sublandlord, at Sublandlord's discretion, shall designate the base or prime rate of interest announced by another bank located in New York City or the Washington, D.C. metropolitan area which base or prime rate of interest shall replace the Citibank Base Rate for the purpose of calculating the Default Rate.

f. **Arbitration**. If arbitration is required under Paragraph 4(b) above, Tenant and Sublandlord shall submit the matter to arbitration in Washington, D.C. in accordance with the procedures of the American Arbitration Association for Commercial Arbitration. Tenant and Sublandlord shall each designate an arbitrator within five (5) business days of submission of the dispute to arbitration. The two arbitrators shall mutually choose a third arbitrator who shall hear the matter. The decision of the third arbitrator shall be final in all respects. The parties shall pay their own costs of the arbitration including attorneys fees and fees or costs paid to the arbitrator selected by that party. The costs and fees of the third arbitrator shall be paid equally by the parties.

5. DEPOSIT

Simultaneously with the execution of this Sublease by Tenant, Tenant shall deposit with Sublandlord the sum of Four Thousand Three Hundred Thirty Seven and 75/100 Dollars ($4,337.75) as a security deposit (the "Deposit") which shall be held in an interest bearing account with interest accruing to the account of Sublandlord. Such Deposit shall be security for the payment and performance by Tenant of all of Tenant's obligations, covenants, conditions and agreements under this Sublease, and Sublandlord shall have the right, but shall not be obligated, to apply all or any portion of the Deposit to cure any default by Tenant, after the expiration of all applicable notice and cure periods. In the event Tenant fails to perform any of its obligations under the provisions of the Sublease, said Deposit shall not be deemed liquidated damages and Sublandlord may apply the Deposit to reduce Sublandlord's damages, and such application of the Deposit shall not preclude Sublandlord from recovering from Tenant all additional damages incurred by Sublandlord. Provided Tenant is current in its obligations hereunder, the Deposit shall be returned to the Tenant within thirty (30) days after the termination of the Sublease.

6. ASSIGNMENT AND SUBLETTING

a. **Restrictions**. Tenant shall not have the right to sublet all or any portion of the Premises or to assign this Sublease without the express prior written consent of the Sublandlord. In the event that Tenant desires to sublet all or any part of the Premises or assign this Sublease, Tenant shall submit to Sublandlord the name and address of the proposed subtenant or assignee together with a description of such proposed subtenants' or assignees' business and financial references. Tenant shall also submit to Sublandlord a certification that the proposed subtenant or assignee meets the criteria of an appropriate tenant under Sublandlord's and Owner's then current policies. Sublandlord shall exercise commercially reasonable efforts to respond to such notice received from Tenant within thirty (30) days from receipt. In the event that Sublandlord shall not respond within such thirty (30)-day period, Tenants' request shall be deemed denied. Sublandlord reserves the right to approve or reject Tenant's request for any reason, in its sole and absolute discretion. No consent by Sublandlord to any subletting or assignment by Tenant shall relieve Tenant of any obligation to be performed under the Sublease. In the event Sublandlord consents to such sublease or assignment, Tenant shall pay all related costs and attorneys' fees. Tenant shall pay to Sublandlord any amount received by Tenant from such sublessee or assignee in excess of the amounts due by Tenant to Sublandlord under this Sublease. In the event of such a permitted assignment, any assignee shall use the Premises solely for uses and purposes permitted by this Sublease and assignee shall execute, acknowledge and deliver to Sublandlord a written instrument under which such assignee shall personally assume and bind itself to the faithful performance and observance of all terms, covenants and conditions of this Sublease on the part of Tenant to be observed or performed and shall expressly agree that,

notwithstanding such assignment, the covenant herein contained against assignments shall bind the assignee with respect to all future assignments.

b. **Sublandlord's Right Upon Assignment.** If this Sublease is assigned, whether or not in violation of the provisions of this Paragraph, Sublandlord may collect Rent directly from the assignee. No such collection of Rent by Sublandlord shall be deemed a waiver of the covenants of this Paragraph or the acceptance of the assignee as a tenant; nor shall such collection of Rent by Sublandlord be deemed a release of Tenant from the performance of its obligations under this Sublease other than to the extent such amounts due under this Sublease are actually received by the Sublandlord. Notwithstanding any assignment and/or any assumption by the assignee of the obligations of Tenant hereunder, Tenant and any immediate or remote successor in interest of Tenant shall remain liable, jointly and severally, with its assignee and all subsequent assignees for the performance and observance of Tenant's obligations hereunder, and any act or omission on the part of any assignee in violation of any of the obligations of this Sublease shall constitute a default by Tenant, thereby entitling Sublandlord to pursue the remedies provided in Paragraph 18 herein.

c. **Encumbrances.** Tenant will not mortgage or encumber the Sublease without the prior written consent of Sublandlord, and Owner if required under the Prime Lease.

7. ALTERATIONS AND REMOVAL OF PROPERTY

a. **Alterations**. Tenant shall make no alterations, installations, additions, improvements or decorations ("Alterations") in or to the Premises without the prior written consent of Sublandlord, which consent shall not be unreasonably withheld; provided, however, that any required consent of Owner thereto is first obtained by Tenant. Tenant shall be responsible for payment of all costs incurred by Sublandlord in connection with work related to any such Alterations. All Alterations shall be performed in a lien free and good and workmanlike manner. Upon completion of the Alterations, Sublandlord shall furnish Tenant with a detailed statement of the actual costs of the work, and within thirty (30) days after receiving such statement, Tenant shall pay Sublandlord the amount of the actual cost of such work. Tenant acknowledges and agrees that the Building is restricted by a PEPCO Agreement to use energy efficient T-8 fixtures or comparable high efficiency downlights. Thus, in the event that Tenant and/or Tenant's subtenants renovate the Premises and such renovation includes the replacement of existing light fixtures, Tenant shall comply with PEPCO restrictions. Tenant shall use Owner's fire alarm contractor for any tie-ins to the Building's fire alarm system. Tenant acknowledges that the basic fire and safety systems in accordance with applicable law already exist in the Premises, but any costs of relocating sprinkler heads, strobes, or audio enunciators due to Alterations shall be at Tenant's cost and expense.

Any Alterations in or to the Premises shall remain on the Demised Premises upon the expiration or earlier termination of this Sublease and shall thereupon become the property of Sublandlord without any action or payment therefor, unless specifically agreed to the contrary by Sublandlord and Tenant in a signed writing executed subsequent to the date hereof, or unless required to be removed by Sublandlord. Notwithstanding the foregoing, any telephone, telecommunications, internet or other wiring and conduit ("Tenant's Cabling") shall be removed from the Premises by Tenant upon expiry of the Term at Tenant's sole cost, expense and liability. In the event that the Premises or the Building is damaged as a result of such removal, the cost and expense of repairs necessitated as a result thereof shall be borne by Tenant. Tenant shall repair all damage to the Premises caused by such removal.

Sublandlord and Owner may make repairs, changes or additions to the structure, systems, facilities and equipment to the Premises where necessary to serve the Premises or the Building. Sublandlord and Owner may also make changes, alterations or additions to any part of the Building not forming part of the Premises and change the locations of common areas of the Building.

b. **Removal of Personal Property.** Tenant shall remove all of Tenant's personal property and Tenant's Cabling from the Premises on or before the expiration or earlier termination of the Sublease.

In the event Tenant fails to remove its personal property or Tenant's Cabling on or before the expiration, or earlier termination, of the Term of the Sublease, then and in such event, Sublandlord may remove same from the Premises at Tenant's expense and Tenant hereby agrees to pay to Sublandlord, as Additional Rent, the cost of such removal together with any and all damages which Sublandlord may suffer and sustain by reason of the failure of Tenant to remove the same. Said amount of Additional Rent shall be due and payable upon receipt by Tenant of a written statement of costs and damages from Sublandlord.

8. MECHANIC'S LIEN

If any mechanic's lien is filed against the Premises, for work claimed to have been done for Tenant or materials claimed to have been furnished to Tenant, such mechanic's lien shall be discharged or bonded off by Tenant, at its sole cost and expense, within five (5) days from the date Tenant receives written demand from Sublandlord to discharge said lien, by the payment thereof or by filing any bond required by law. If Tenant shall fail to discharge any such mechanic's lien, Tenant shall be in default under this Sublease and, in addition to pursuing the remedies provided in Paragraph 18 herein, Sublandlord may, at its option, discharge the same and treat the cost thereof as Additional Rent, due and payable upon receipt by Tenant of a written statement of costs from Sublandlord. Sublandlord and Tenant hereby expressly covenant and agree that such discharge of any mechanic's lien by Sublandlord shall not be deemed to waive or release Tenant from its default under the Sublease for failing to discharge the same. Tenant will indemnify and hold harmless Sublandlord and Owner from and against any and all expenses, liens, claims or damages to person or property which may or might arise as a result of Tenant undertaking preoccupancy tenant work in the Premises at its own cost and under its own control and direction, or Tenant making any alterations to the Premises.

9. MAINTENANCE BY TENANT

Tenant shall keep the Premises and the fixtures and equipment therein in clean, safe and sanitary condition and shall suffer no waste or injury thereto, normal wear and tear excepted. Any and all damage or injury to the Premises caused by moving property of Tenant into or out of the Premises shall be repaired by and at the sole cost of Tenant.

10. SIGNS

No sign, advertisement or notice shall be inscribed, painted, affixed or displayed on any part of the outside or the inside of the Building, except with Sublandlord's prior written consent and then only in such place, number, size, color and style as is authorized by Sublandlord, and meeting the standards and requirements of Owner. If any such sign, advertisement or notice is exhibited without first obtaining Sublandlord's written consent, Sublandlord shall have the right, upon four (4) days notice to Tenant, to remove the same at Tenant's expense, and Tenant shall remain liable for any and all expenses incurred by Sublandlord by said removal. In addition, upon the expiration or earlier termination of this Sublease, Tenant shall pay, as Additional Rent, the cost of removal of any such signage, together with any cost to restore the surface to which the signage was inscribed, painted, affixed or displayed.

11. ENTRY FOR REPAIRS AND INSPECTIONS

Tenant will permit Owner and/or Sublandlord, or their agents, employees or contractors, upon reasonable notice to Tenant to enter the Premises at all reasonable times and in a reasonable manner, without charge therefor to Sublandlord or Owner and without diminution of the Rent payable by Tenant, to examine, inspect and protect the same, and to make such repairs as in the judgment of Owner or Sublandlord may be deemed necessary to maintain or protect the Premises or to exhibit the same to prospective tenants, or to perform such work as required or permitted under the Prime Lease. Owner and Sublandlord shall use reasonable efforts to minimize interference to Tenant's business when making repairs, and Owner and Sublandlord shall use reasonable efforts to, but shall not be required to perform the repairs at a time other than during normal working hours.

Notwithstanding the provisions set forth in the Paragraph above, in the event of an emergency, Owner and/or Sublandlord may enter the Premises at any time without notice and make any repairs deemed necessary to protect the Premises or the Building.

12. TENANT'S EQUIPMENT

Tenant will not install or operate in the Premises without first obtaining the prior written consent of Sublandlord any electrically operated equipment or other machinery which require high electricity consumption for operation, other than equipment and machinery normally employed for general office use, including typewriters, data and word processing machines, adding machines, radios, televisions, tape recorders, dictaphones, bookkeeping machines, copying machines, clocks, office computers, printers, telecopiers, coffee makers, and microwave ovens.

If any portion or all of Tenant's equipment, including, without limitation, any equipment it may install without Sublandlord's consent, shall require electricity consumption in excess of the capacity of the electrical system installed in the Premises, all additional transformers, distribution panels, feeders, risers and wiring that may be required to provide the amount of electricity required for Tenant's equipment shall be installed only upon Sublandlord's written consent, by and at the cost and expense of Tenant and in accordance with all applicable laws. Under the Prime Lease, the Owner has agreed to provide seven (7) watts of electrical energy, connected load, at eighty-five percent (85%) power factor, per square foot, for twenty-four (24) hours a day, three hundred sixty-five (365) days a year.

Tenant shall not install any equipment of any kind or nature whatsoever which will or may necessitate any changes, replacements or additions to, or in the use of, the water system, heating system, plumbing system, air-conditioning system, or electrical system of the Premises or the Building without first obtaining prior written consent of Sublandlord. Business machines and mechanical equipment belonging to Tenant which cause noise or vibration that may be transmitted to the structure of the Building or to any space therein shall be installed and maintained by Tenant, at Tenant's expense, on vibration eliminators or other devices sufficient to eliminate such noise and vibration.

Sublandlord shall have the right to prescribe the weight and position of all heavy equipment and fixtures, including, but not limited to, data processing equipment, records and file systems, and safes, which Tenant intends to install or locate within the Premises. Tenant shall obtain Sublandlord's prior review and written approval before installing or locating heavy equipment and fixtures in the Premises, and if installation or location of such equipment or fixtures, in Sublandlord's opinion, requires structural modifications or reinforcement of any portion of the Premises or the Building, Sublandlord may withhold its approval or construct such modifications or reinforcements and Tenant agrees to reimburse Sublandlord or Owner for any and all costs incurred by Sublandlord or Owner to make such required modifications or reinforcements, and such modifications or reinforcements shall be completed prior to Tenant installing or locating such equipment or fixtures in the Premises. Tenant shall reimburse Sublandlord within fifteen (15) days of receipt of any statement setting forth those costs and shall reimburse Owner for any such costs when due.

13. RESPONSIBILITY FOR CERTAIN DAMAGE AND BREAKAGE

All injury, breakage or damage to the Premises or the Building, caused by Tenant, or the agents, servants, employees or visitors of Tenant, shall be repaired by and at the sole expense of Tenant, normal wear and tear excepted.

14. LIABILITY FOR DAMAGE TO PERSONAL PROPERTY, PERSON AND PREMISES

All personal property of the Tenant, its employees, agents, business invitees, licensees, customers, clients, family members, guests or trespassers, in the Building, shall be and remain in the Building at their sole risk. Sublandlord shall not be liable to any such person or party for any damage to or loss of personal property or for any damage to the Premises, to the fixtures or to the improvements contained therein arising from any act of any other persons, or from the leaking of the roof, or from the bursting, leaking or overflowing of water, sewer or steam pipes, or for heating or plumbing fixtures, or from electrical wires or fixtures, or from air-conditioning failure, unless such damage is caused by the gross negligence or willful misconduct of Sublandlord, nor shall Sublandlord be liable for the interruption or loss to Tenant's business arising from any of the above described acts or causes, Tenant agreeing to hold Sublandlord harmless in all such cases.

Sublandlord shall not be liable for any personal injury to Tenant, Tenant's employees, agents, business invitees, licensees, customers, clients, family members, guests or trespassers arising from the use, occupancy and condition of the Building, unless such party establishes that there has been gross negligence or willful misconduct on the part of Sublandlord, its agents or employees.

To the extent that Owner is liable under the terms of the Prime Lease for any such damage, loss or injury, Sublandlord shall pay to Tenant the amount paid by Owner or its agents for such damage, loss or injury and Sublandlord shall have no further obligation with regard to such damage, loss or injury.

15. DAMAGE TO THE BUILDING AND/OR THE PREMISES

If the Premises or Building shall be damaged by fire or other cause, Sublandlord shall diligently and as soon as practicable use reasonable efforts to cause Owner to take any and all action available under the terms of the Lease to repair such damage. No compensation or claim or reduction of Rent will be allowed or paid by Sublandlord by reason of inconvenience, annoyance, or injury to business arising from the necessity of repairing the Premises or any portion of the Building of which they are a part if the Premises are repaired within thirty (30) days after the occurrence of such damage; thereafter Rent shall be abated pro rata in accordance with the net rentable space on the Premises which cannot be used for Tenant's purposes due to such fire or other casualty.

Notwithstanding the provisions above, if (a) the Premises shall be so damaged that in Sublandlord's opinion, the Premises cannot be fully repaired within ninety (90) days from the date the damage occurred, (b) the Building shall be so damaged by fire or other casualty that, in Sublandlord's opinion, substantial alteration or reconstruction of the Building shall be required, or (c) Sublandlord is entitled to terminate the Prime Lease as a result of such damage, then in any such event, Sublandlord, at its option, may give to Tenant, sixty (60) days notice of termination of this Sublease and, in the event such notice is given, this Sublease shall terminate (whether or not the Term shall have commenced) upon the termination of such sixty (60) days, and the then applicable Rent shall be apportioned as of such date, including any Rent abatement as provided above. In the event that by reason of the willful misconduct or negligence of Tenant, Sublandlord is unable to collect any of the insurance proceeds, then, in addition to other remedies available to Sublandlord, the abatement of rent shall not be effective to the extent of uncollected insurance proceeds.

16. TENANT'S INSURANCE REQUIREMENTS

a. Insurance, Tenant's Self-Insurance. Tenant, at Tenant's expense, shall carry and keep in full force and effect at all times during the Term of this Sublease for the protection of Sublandlord, Sublandlord managing agent, any other parties in interest designated from time to time by Sublandlord by written notice to Tenant, and Tenant, public liability insurance including contractual liability insurance with limits of Three Million Dollars ($3,000,000) in the aggregate and for each occurrence of bodily or personal injury, death, operations, hazard or property damage and all-risk/special forms insurance for all tenant improvements installed in the Premises at Tenant's request and/or direction, and Tenant shall

deliver to Sublandlord, prior to the Commencement Date, (a) a copy of said policy, or at Sublandlord's option, a binder or certificate showing the same to be in full force and effect, or (b) if Tenant maintains its insurance through self-insurance program as set forth hereinbelow, a certificate from the Office of Risk Management describing this self insurance program. Tenant shall designate (or if Tenant self-insures, be deemed to designate) Sublandlord and any managing agent identified by Sublandlord as additional insureds. Tenant shall insure that each policy requires that Sublandlord shall receive at least 30 days prior written notice of any modification, reduction, cancellation or termination, and Tenant shall provide at least 30 days advance notice prior to discontinuing, modifying or converting the insurance that Tenant maintains through the self-insurance program hereunder. Sublandlord and Tenant acknowledge that Tenant shall maintain its insurance which Tenant is required to maintain hereunder through the Louisiana State Office of Risk Management, which is a self insured entity of the State of Louisiana.

b. Release from Liability. To the extent allowed by law, Sublandlord and Tenant hereby release the other party and its agents and employees from claims for damage or loss to any person or the Premises, the Building, the Land, any property contained therein or thereon, or any other property, caused by or resulting from any risks insured against under any insurance policies carried by Sublandlord and Tenant (including any self-insurance policy) and in force at the time of any such damage or loss, regardless of the cause of the damage or loss (including the negligence of Sublandlord or Tenant or their respective agents or employees), but only to the extent of such insurance coverage (provided, however that in the case of any insurance Tenant maintains through its self-insurance program, the insurance coverage shall be deemed to be the insurance coverage Tenant is required to maintain hereunder).

17. CONDEMNATION

If the Building or all of the Premises shall be condemned or acquired in lieu of condemnation by any governmental authority for any public or quasi-public use or purpose, then the Term of this Sublease shall cease and terminate as of the date when title vests in such governmental authority. Tenant shall have no claim against Sublandlord, Owner or the condemning authority for any portion of the amount of the condemnation award or settlement that may be claimed as damages by Tenant as a result of such condemnation or acquisition or for the value of any unexpired Term of the Sublease. Tenant may make a separate claim against the condemning authority for a separate award for the value of any of Tenant's tangible personal property and trade fixtures, for moving and relocation expenses and for such business damages and/or consequential damages as may be allowed by law, provided that Tenant shall have no claim for Tenant's leasehold interest.

If less than fifty percent (50%) of the Premises is condemned or acquired in lieu of condemnation by any governmental authority for any public or quasi-public use or purpose, the Rent shall be equitably adjusted on the date when title vests in such governmental authority and the Sublease shall otherwise continue in full force and effect.

18. DEFAULT OF TENANT

(a) The following shall be an Event of Default hereunder:

(i) Tenant's failure to pay Rent or any other monetary obligation hereunder when due which failure continues for ten (10) days after Sublandlord has sent a default notice to Tenant regarding such monetary default (a Monetary Default); or

(ii) Tenant's violation or failure to perform any of its other covenants, conditions or agreements hereunder which failure continues for thirty (30) days after the Sublandlord has sent written notice specifying said violation or failure to perform; provided however, that if such default may not be cured within said time period, then Tenant shall have an additional thirty (30) days to cure said default, so long as Tenant is diligently pursuing such cure; or

(iii) If Tenant deserts or vacates a substantial portion of the Premises.

(iv) The attachment, execution or other judicial seizure of substantially all of Tenant's property located in the Premises or of Tenant's interest in the Lease, which seizure is not discharged within thirty (30) days;

(v) The filing of a petition, which petition is not dismissed within ninety (90) days of the filing of such petition, whether voluntary or involuntary, under any bankruptcy laws, concerning the assets of Tenant; or the consent by Tenant to the appointment of a trustee, conservator or receiver;

(vi) The occurrence of an Event of Default due to Tenant failure to pay for Additional Services when due, on more than two (2) occasions in any twelve (12) month period; or

(vii) The failure of Tenant to comply with the Exhibits annexed hereto, subject to the notice and cure provisions of subsection (ii) above. (b) If an Event of Default occurs, then at any time thereafter while Tenant remains in default, Sublandlord may do any one or more of the following without any notice or demand:

(i) Terminate this Sublease in which event Tenant shall immediately surrender the Premises to Sublandlord. Any said written notice of default shall operate as a notice to quit, any further notice to quit or notice of Sublandlord's intention to reenter being hereby expressly waived. Sublandlord may thereafter proceed to recover possession under and by virtue of the provisions of the laws of the District of Columbia or by such other proceedings, including reentry and possession, as may be applicable. If Sublandlord elects to terminate this Sublease, everything herein contained on the part of Sublandlord to be done and performed shall cease without prejudice to the right of Sublandlord to recover from Tenant all accrued Rent and other payments up to the time of termination or recovery of possession by Sublandlord, whichever is later.

(ii) Enter upon and take possession of the Premises as Tenant's agent without terminating this Lease and without being liable to prosecution or any claim for damages therefor, and Sublandlord may relet the Premises as Tenant's agent and receive the Rent therefor, in which event Tenant shall pay to Sublandlord on demand any and all costs of reletting, renovating, repairing and altering the Premises (including but not limited to advertising costs, commissions, finders fees and other similar costs) for a new tenant or tenants and any deficiency that may arise by reason of such reletting; provided, however, that Sublandlord shall use commercially reasonable efforts to relet the Premises, but Sublandlord's failure to relet the Premises shall not release or affect Tenant's liability for Rent or for damages; or

(iii) Cure any default by Tenant under this Lease and enter the Premises to accomplish this purpose without being liable to prosecution or any claim for damages therefor. To the extent allowed by law, Tenant shall reimburse Sublandlord promptly upon demand for all costs and expenses, including, without limitation, attorneys fees, which Sublandlord incurs in effecting compliance with this Lease on Tenant's behalf, and Sublandlord shall not be liable for any damages suffered by Tenant from such action, unless caused by the gross negligence of Sublandlord.

Should this Sublease be terminated before the expiration of the Term of this Sublease by reason of Tenant's default as hereinabove provided or if Tenant shall abandon or vacate the Premises before the expiration or termination of the Term of this Sublease, Sublandlord shall use commercially reasonable efforts to relet the Premises for such rent and upon such terms as are not unreasonable under the circumstances.

To the extent allowed by law, if the full Rent hereinabove provided shall not be realized by Sublandlord, Tenant shall be liable for all damages sustained by Sublandlord, including, without limitation any deficiency in Rent, attorneys fees, brokerage fees and expenses of restoring the Premises to the same condition required under this Sublease if Tenant quit and surrendered the Premises at the end of Term. Any damage or loss of Rent sustained by Sublandlord may be recovered by Sublandlord, at Sublandlord's option, at the time of the reletting, or in separate actions, from time to time, as said damage

shall have been made more easily ascertainable by successive reletting, or at Sublandlord's option, may be deferred until the expiration of the Term of this Sublease, in which event the cause of action shall not be deemed to have accrued until the date of expiration of said Term. The provisions contained in this Paragraph 18 shall be in addition to and shall not prevent the enforcement of any claim Sublandlord may have against Tenant for anticipatory breach of the unexpired Term of this Sublease.

19. DEFAULT OF SUBLANDLORD

Sublandlord shall not be deemed in default in performing any obligations of Sublandlord pursuant to the terms hereof unless Sublandlord shall violate or fail to perform any condition, covenant or agreement of this Sublease made by Sublandlord and any violation or failure to perform any of those conditions, covenants or agreements shall continue for a period of thirty (30) days, after written notice specifically describing the nature and facts of Sublandlord's default has been delivered by Tenant to Sublandlord, or in cases where the violation or failure to perform cannot be corrected within thirty (30) days, Sublandlord does not begin to correct the violation or failure to perform within thirty (30) days after receiving Tenant's written notice and/or Sublandlord thereafter does not diligently pursue the correction of the violation or failure to perform.

20. INDEMNIFICATION

To the extent allowed by law, Tenant does hereby indemnify and hold harmless Sublandlord from and against losses, claims, damages, or expenses (collectively, "Loss"), including reasonable attorneys fees, which Sublandlord may suffer, incur, or expend arising out of any act or omission of Tenant, its employees, agents or contractors, or Tenant's occupancy or use of the Premises and its appurtenances or any failure of Tenant to perform fully its obligations hereunder. Tenant does further indemnify and hold harmless Sublandlord, Owner and any other tenant in the Building from and against losses arising out of Tenant's failure or any direct act by Tenant, its agents, employees, contractors or invitees which causes a default under or cancellation of the Prime Lease, including without limitation all liability of Sublandlord to the Owner and other tenants in the Building and lost income to Sublandlord.

21. NO WAIVER BY SUBLANDLORD

If Sublandlord shall institute legal or administrative proceedings against Tenant and a compromise or settlement thereof shall be made, the same shall not constitute a waiver of Tenant's obligations to comply with any covenant, agreement or condition, nor of any of Sublandlord's rights hereunder unless expressly stated otherwise. Unless expressly stated otherwise, no waiver by Sublandlord of any breach of any covenant, condition, or agreement specified herein shall operate as an invalidation or as a continual waiver of such covenant, condition or agreement itself or of any subsequent breach thereof. No payment by Tenant or receipt by Sublandlord of a lesser amount than the monthly Rent 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 such rent be deemed an accord and satisfaction and Sublandlord may accept such check or payment without prejudice to Sublandlord's right to recover the balance of such Rent or to pursue any other remedy provided for in this Sublease or in the governing law of the jurisdiction in which the Building is located. No reentry by Sublandlord, and no acceptance by Sublandlord of keys from Tenant, shall be considered an acceptance of a surrender of the Sublease; provided however, Tenant reserves the right, to terminate this Sublease in accordance with Paragraph 2 of this Sublease.

22. RIGHT OF SUBLANDLORD TO CURE TENANT'S DEFAULT

If Tenant defaults in the making of any payment to any third party including, without limitation, separately metered utilities, or in the doing of any act required to be made or done by Tenant, relating to the Premises, then Sublandlord may, but shall not be required to, make such payment or do such act, and the amount of the expense thereof, if made or done by Sublandlord, with interest thereon at two percent (2%) per annum in excess of the Citibank Base Rate accruing from the date paid by Sublandlord, shall be paid by Tenant to Sublandlord and shall constitute Additional Rent hereunder due and payable by Tenant upon receipt of a written statement of costs from Sublandlord. The making of such payment or the doing of such act by Sublandlord shall not operate to cure Tenant's default nor shall it prevent Sublandlord from the pursuit of any remedy to which Sublandlord would otherwise be entitled.

23. NO REPRESENTATIONS BY SUBLANDLORD

Neither Sublandlord nor any agent or employee of Sublandlord has made any representations or promises with respect to the Premises except as herein expressly set forth, and no rights, privileges, easements or licenses are acquired by Tenant except as herein set forth. Tenant, by taking possession of the Premises, shall accept the same in the then as is condition, except for latent defects and punch list items being those identified in a list delivered to Sublandlord within five (5) days of possession of the Premises by Tenant.

24. BROKERS

Sublandlord and Tenant represent and warrant one to another that neither of them has employed any broker in connection with this Sublease. Sublandlord shall indemnify and hold Tenant harmless, and Tenant shall indemnify and hold Sublandlord harmless, from and against any claim or claims for brokerage or other commission arising from or out of any breach of the foregoing representations and warranties by the respective indemnitors.

25. WAIVERS

To the extent allowed by law, Sublandlord and Tenant hereby waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on or in respect of any matter whatsoever arising out of or in any way connected with this Sublease, the relationship of Sublandlord and Tenant hereunder, Tenant's use or occupancy of the Premises, and/or any claim of injury or damage. Tenant hereby represents to Sublandlord that it and its partners, affiliates and members specifically waive any and all rights to sovereign immunity and Tenant agrees that in all disputes arising, directly or indirectly, out of this Lease, Tenant shall be subject to service of process in, and the jurisdiction of the courts of, the District of Columbia. Tenant agrees to deliver such instruments as Sublandlord may require evidencing said waiver of sovereign immunity. The provisions of this Article shall survive the Expiration Date or sooner termination of this Lease.

26. COSTS OF ENFORCEMENT

Any expenses incurred by Sublandlord in collecting or endeavoring to collect rent or enforcing or endeavoring to enforce any rights against Tenant, under or in connection with this Lease, or pursuant to law, including any cost, expense and disbursement involved in instituting and prosecuting summary proceedings, as well as bills for any property, material, labor or services provided, furnished or rendered, including reasonable attorneys fees and disbursements, shall be paid by Tenant as Additional Rent upon demand.

27. NOTICES

No notice, request, approval, waiver or other communication which may be or is required or permitted to be given under this Lease shall be effective unless the same is in writing and given either by hand delivery or by certified or registered mail, first-class postage prepaid, return receipt requested, or by reputable air courier service that provides written notice of delivery. Any notice delivered in accordance with this Paragraph 27 shall be deemed effective when received by addressee if delivered by hand delivery, as of three (3) business days following deposit in the mail if delivered by registered or certified mail, and as of one (1) business day following deposit with a courier service if delivered by reputable air courier service that provides written notice of delivery. For purposes of notice, the addresses of the parties shall be as follows:

If to Sublandlord:	State Services Organization, Inc. 444 North Capitol Street, N.W. Suite 237 Washington, D.C. 20001 Attn: Executive Director
Copy to:	Sutherland, Asbill & Brennan LLP 1275 Pennsylvania Avenue, NW Washington, DC 20004 Attn: Lisa A. Rosen, Esq.
If to Tenant:	TENANT
Copy to:	TENANT'S CHOICE

28. ESTOPPEL CERTIFICATES

Tenant agrees, at any time and from time to time, upon not less than ten (10) Business days prior written notice by Sublandlord or Owner to execute, acknowledge and deliver to Sublandlord or Owner a

statement in writing (i) certifying that this Sublease is unmodified and in full force and effect (or if there have been modifications, that the Sublease is in full force and effect as modified and stating the modifications), (ii) stating the dates to which the Rent and other charges hereunder have been paid by Tenant, (iii) stating whether or not, to the best knowledge of Tenant, Sublandlord is in default in the performance of any covenant, agreement or condition contained in this Sublease, and, if so, specifying each such default of which Tenant may have knowledge, (iv) stating the address to which notices to Tenant should be sent and, if Tenant is a corporation, the name and address of its registered agent in the jurisdiction in which the Building is located, and (v) agreeing not to pay Rent more than thirty (30) days in advance or to amend the Sublease without the consent of the mortgage lender; provided, however, that if Tenant is unable to provide such statement in writing within the aforesaid five (5) days, Tenant will orally provide all such required information within five (5) days and shall confirm in writing, any oral statements within fifteen (15) days. Any such statement delivered pursuant hereto may be relied upon by an owner of the Building, any prospective purchaser of the Building, any mortgagee or prospective mortgagee of the Building or of Sublandlord's interest, or any prospective assignee of any such mortgage.

29. SURRENDER/HOLDOVER

Upon the expiration or other termination of the Term, Tenant shall quit and surrender to Sublandlord the Premises, broom clean and in comparable condition to that existing as of the Commencement Date, ordinary wear and tear excepted. If Tenant shall continue to occupy the Premises after expiration of the Term of this Sublease, Tenant agrees to pay to Sublandlord, in addition to all other sums payable under this Sublease, a penalty which is not be construed as liquidated damages, equal to twice the amount of the then applicable Base Rent payable for the previous calendar month for each month or part of a month Tenant occupies the Premises after the date of expiration of the Term of this Sublease. Notwithstanding the foregoing provision, Tenant shall have no right to holdover. The obligations of Tenant hereunder shall survive termination of the Sublease.

30. COVENANTS OF SUBLANDLORD

Sublandlord covenants that it has the right to grant this Sublease for the Term of the Sublease aforesaid, and that subject to the rights of Owner pursuant to the Prime Lease, if Tenant shall pay the rent and shall perform all of the covenants, agreements and conditions specified in this Sublease to be performed by Tenant, Tenant shall, for the Term of the Sublease, freely, peaceably and quietly occupy and enjoy the full possession of the Premises and access to the common areas without molestation or hindrance by Sublandlord, its agents or employees.

31. GENDER; PLURAL

Feminine or neuter pronouns shall be substituted for those of the masculine form, and the plural shall be substituted for the singular number, in any place or places herein in which the context may require such substitution or substitutions.

32. SUCCESSORS AND ASSIGNS

The terms and provisions of this Sublease shall be binding upon and shall inure to the benefit of the parties hereto and each of their respective representatives, successors and assigns subject to the limitations on the right of Tenant to assign this Sublease under Paragraph 6 herein.

33. SUBJECT TO PRIME LEASE

This Sublease is subject to the Prime Lease between Sublandlord and Owner, and this Sublease shall automatically terminate upon the termination, cancellation or expiration of the Prime Lease. All of the obligations of Sublandlord to Owner pursuant to the Prime Lease regarding the Premises shall be obligations of the Tenant hereunder, and the Prime Lease is incorporated herein by reference as fully as if the terms and provisions thereof were set forth herein, unless such terms and obligations of Tenant are otherwise expressly modified herein. In no event shall Sublandlord be deemed to have assumed the

responsibilities of the Owner under the Prime Lease (including, without limitation, any repair or maintenance obligations, any obligation to provide services or any obligation to restore the Premises following any damage, destruction or condemnation) nor shall Sublandlord be responsible for the compliance of the Owner with the provisions of the Prime Lease.

34. GOVERNING LAW

This Sublease and the rights and obligations of Sublandlord and Tenant hereunder shall be governed by the laws of the District of Columbia.

35. TENANT'S RELOCATION

a. Sublandlord shall have the option at any time during the Term, upon sixty (60) days written notice to Tenant (the "Relocation Notice"), to relocate Tenant into alternative space (the "Relocation Space") within the Building. The Relocation Space shall be substantially the same size as the Premises and shall be substantially similar to the condition of the Premises as of the date of the Relocation Notice. In the event the Relocation Space contains floor space in excess of one hundred percent (100%) of the floor space contained in the Premises, Tenant shall not be obligated to pay an increase in Rent as a result of the increased square footage. If Sublandlord elects to exercise its option to relocate Tenant and provides Tenant with the Relocation Space, Sublandlord and Tenant shall promptly enter into an agreement modifying the Sublease only with respect to the description of the Premises and Tenant shall promptly relocate, at Sublandlord's cost and expense, to the Relocation Space within such sixty (60) day period.

b. If during the Term of this Sublease, Tenant desires to sublease other available space in the Building from Sublandlord in lieu of the Premises, and Sublandlord consents to sublease such space to Tenant (which consent may be withheld in Sublandlord's sole and absolute discretion), then Sublandlord and Tenant may enter into a sublease for such other space (the "Replacement Space"). Upon execution of a sublease for the Replacement Space and Tenant's possession thereof, and in the event that Tenant shall have relocated all of its facilities to the Replacement Space and shall have paid and satisfied in full all of its obligations under this Sublease, Tenant shall be released and relieved of all obligations under this Sublease; provided however, Tenant shall continue to be responsible to pay Sublandlord any sum or sums attributable to the period of Tenant's possession under this Sublease.

36. ENTIRE AGREEMENT

This Sublease and the exhibits attached hereto, shall embody the entire agreement of the parties hereto, and no representations, inducements or agreements between the parties not contained and embodied in said Sublease and exhibits, shall be of any force or effect. This Sublease may not be modified, changed or terminated in whole or in part in any manner other than by an agreement in writing duly signed by all parties hereto.

37. TRANSFER BY SUBLANDLORD

Sublandlord (and any successor or affiliate of Sublandlord) may freely sell, assign or transfer all or any portion of its interest in this Sublease (including but not limited to the Rent derived herefrom) or the Sublandlord's Premises, and, in the event any such sale, assignment or transfer is an absolute assignment (or, if a conditional assignment, then from and after the date of the exercise of remedies thereunder by any assignee), Sublandlord shall be relieved of any and all obligations under this Sublease as to Tenant. From and after any such transfer, assignment or exercise of remedies by an assignee, Tenant shall attorn to and be bound to such purchaser, assignee or other transferee, as the case may be, as though the latter had been the original Sublandlord hereunder, with Sublandlord thereupon being relieved of all liabilities to Tenant hereunder. Sublandlord shall transfer Tenant's security deposit to such assignee or transferee and Tenant agrees to look solely to such assignee or transferee for the return of all or any part of the security deposit, including any interest earned thereon, to which Tenant may be entitled.

38. CERTAIN RIGHTS RESERVED BY SUBLANDLORD AND OWNER

Sublandlord and Owner shall have the following rights, exercisable without notice, without liability for damage or injury to property, person or business and without effecting an eviction, constructive or actual, or disturbance of Tenant's use or possession of the Premises or giving rise to any claim for setoff, abatement of Rent or otherwise:

a. To affix, maintain and remove a sign on the exterior or interior of the Building to identify the Sublandlord subject to regulation by any governmental authority.

b. To make repairs, alterations, additions and improvements, whether structural or otherwise, in, to and about the Building and any part thereof in accordance with the other provisions of this Sublease, and for such purposes to enter the Premises, and, during the continuance of any of such work, to temporarily close the Building or to temporarily suspend Building services and facilities, all without affecting Tenant's obligations hereunder, as long as the Premises remain tenantable.

c. To grant to anyone the exclusive right to conduct any business or render any service in the Building in accordance with this Sublease, provided Tenant is not thereby excluded from uses expressly permitted herein.

d. To alter, relocate, reconfigure and reduce the common areas of the Building, as long as the Premises remain reasonably accessible.

e. To alter, relocate, reconfigure, reduce and withdraw the common areas located outside the Building, including parking and access roads, as required by any governmental authority, as long as the Premises remain reasonably accessible.

f. To erect, use and maintain pipes and conduits in and through the Premises.

39. CAPTIONS

The captions of individual paragraphs hereof are for convenience of reference only and shall be given no effect in the construction of this instrument.

40. PARKING

Parking at the Building shall be governed by the terms set forth in Exhibit B annexed hereto.

41. REPRESENTATIONS AND WARRANTIES

Sublandlord represents and warrants that Sublandlord has full right and authority to enter into this Lease and that all persons signing on behalf of Sublandlord have been authorized to do so by appropriate action of the Sublandlord's governing body.

Tenant represents and warrants that Tenant is a public constitutional corporation established and organized by the constitution of the State of Louisiana and that Tenant has been and is duly qualified to do business in the District of Columbia and is in good standing therein, that Tenant has full right and authority to enter into this Lease and that all persons signing on behalf of Tenant have been authorized to do so by all necessary corporate action.

42. EXHIBITS

The following exhibits, schedules and appendices referenced herein are incorporated herein and made a part hereof, as if fully set forth herein:

Exhibit A:	Premises Description
Exhibit B:	Parking

43. OWNER APPROVALS.

Anything contained in this Sublease to the contrary notwithstanding, Sublandlord shall not be deemed to have unreasonably withheld, conditioned or delayed its consent or approval, when required to be given, if Owner shall have withheld, conditioned or delayed its consent or approval in any instance in which such consent or approval is required.

[[If there are Riders to be added to the sublease that's being prepared, mark an "X" in the space provided and list each rider according to the Paragraph number that it applies to in ascending order.

44. PATRIOT ACT.

Each party hereto represents and warrants to the other that such party (which for this purpose includes its partners, members, principal stockholders and any other constituent entities) is not named as a "specially designated national and blocked person" (as defined in Presidential Executive Order 13224) on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control. Each party also represents and warrants to the other that neither such party nor its constituents or affiliates are in violation of any laws relating to terrorism or money laundering, including the aforesaid Executive Order and the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 107-56), as amended. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representations and warranties by the indemnifying party.

____ 44. INCORPORATION OF RIDERS (CHECK IF APPLICABLE)

The following Rider(s) attached hereto is or are incorporated herein as an integral part of this Sublease:

A. None

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Sublandlord and Tenant have caused this Sublease to be signed in their names by their duly authorized representatives and delivered as their act and deed, intending to be legally bound by its terms and provisions.

SUBLANDLORD:

STATE SERVICES ORGANIZATION, INC.

By:_____[SEAL]

Printed Name:_____

Its: _____

TENANT:

By: _____[SEAL]

Printed Name:_____

Its: _____

EXHIBIT A

EXHIBIT B

PARKING

Pursuant to the Prime Lease, Sublandlord has been allocated certain unreserved parking spaces ("Sublandlord Parking Spaces") in the parking garage ("Garage") at the Building. During the Term hereof and provided that Tenant is not in default of its obligations hereunder, Sublandlord agrees to make available to Tenant One (1) monthly parking permit ("Tenant Space") in the Garage as part of the Base Rent. Tenant acknowledges and agrees that Sublandlord is not the operator of the Garage and that Sublandlord does not assume any responsibility for the care, custody or safety of any person or property, in, upon or in respect of the operation of the Garage, and Tenant hereby expressly releases and discharges Sublandlord from any such responsibility or liability. If at any time the rate for the Tenant Space exceeds $170.73 per month, this amount shall constitute Additional Rent and shall be payable to Sublandlord in advance on the first day of each and every month throughout the Term. Tenant and its employees shall observe reasonable precautions in the use of the Garage and shall at all times abide by all rules and regulations governing the use of the Garage promulgated by Owner and/or Sublandlord, inclusive of obligations respecting manner of use of the parking facilities as specified in the Prime Lease.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on the day hereinabove stated.

ATTEST:

Name: KENNETH BATTEN

Title: Operations Manager

SUBLANDLORD:

STATE SERVICES ORGANIZATION, INC.

[SEAL]

NAME: Steve Roberts

Title: Executive Director

ATTEST:

Name: Elizabeth Adorno
Title: Deputy Clerk
Co. Commissioner

TENANT:

MIAMI-DADE COUNTY
BOARD OF COMMISSIONERS
OFFICE OF INTERGOVERNMENTAL AFFAIRS

[SEAL]

NAME: George Burgess
Title: County Manager