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

Memorandum

MIAMI-DADE COUNTY

Date: May 3, 2011

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

To: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Resolution No. R-310-11

Subject: Lease Agreement with Biscayne Building, Inc. for the Office of Inspector General for Property Located at 19 West Flagler Street, Suites 201-207, 209, 215 and 220, Miami
Property # 4137-00-00

RECOMMENDATION

It is recommended that the Board approve the attached resolution authorizing execution of a Lease Agreement with Biscayne Building, Inc., a Florida Corporation, for space occupied by the Office of Inspector General. The attached Lease Agreement was prepared by the General Services Administration at the request of the Office of the Inspector General.

PROPERTY:	19 West Flagler Street, Suites 201-207, 209, 215 and 220, Miami
COMMISSION DISTRICT:	5
COMMISSION DISTRICT IMPACTED:	Countywide
OWNER:	Biscayne Building, Inc., a Florida Corporation
COMPANY OWNERS:	Dante M. Fiorini - 100%
OWNER'S TRACK RECORDS:	The County has no record of negative performance issues with Biscayne Building, Inc., a Florida Corporation.
USE:	9,863 rentable square feet of air-conditioned office space.
JUSTIFICATION:	The Office of Inspector General (OIG) needs to continue utilizing this office space for administrative offices. The OIG has been operating out of this location since 2000. At present, there is no space to house any additional personnel, and the present working environment for current staff is cramped and without privacy. This Lease Agreement provides an additional 1,183 square feet of office space allowing the legal unit, consisting of four attorneys, to perform its duties more effectively given its increased workload. The new legal unit space will also accommodate a legal secretary/paralegal and legal interns, and will provide a

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small conference area for group meetings and ample storage for OIG records and files. The existing 375 square foot area adjacent to the Investigations Unit that currently houses the legal unit will become available for investigative staff currently working in satellite locations.

LEASE TERM: Five years with one additional five-year renewal option period.

EFFECTIVE DATES: Commencing upon the later of (1) the passage of the resolution of the Miami-Dade County Board of County Commissioners approving this Lease Agreement, or (2) acceptance of leased space following the completion of alterations by Landlord.

RENTAL RATE: The annual rent for the first lease year of the initial lease term is $192,328.56, which is equal to $19.50 per square foot on an annual basis. The annual rent for the second through the fifth lease years and any renewal thereof shall be subject to increase each year by the Consumer Price Index, not to exceed three percent each year. The County is responsible for its proportionate share of the building's Operating Expenses (excluding Real Estate Taxes and Insurance) above the base year 2011 currently estimated at $1.00 per square foot on an annual basis.

FISCAL IMPACT: The total financial impact for the first lease year is estimated to be $200,021.70, which is calculated below. This expense has been budgeted in the Office of Inspector General's operating budget. The funding source is IG Proprietary Fees under Index code IGADMIN, Sub-object Code 25511.

The First Lease Year of the Initial term :

Annual Base Rent:	Total Dollars	PSF
Annual Base Rent (Actual)	$192,328.56	$19.50
Indirect Expense:		
Lease Management Fee (4%)	$7,693.14	
Total Cost to County, First Year:	**$200,021.70**	

The total fiscal impact to the County for the Office of Inspector General for the five-year term and five-year renewal option of the Lease Agreement is estimated to be $2,322,158.09.

LEASE CONDITIONS:

Full service lease. The Landlord is responsible for the cost of all electricity, water, waste disposal services, maintenance of the structure of the building, plumbing and electrical lines, air-conditioning equipment, roof and roof leaks and all common areas, janitorial / custodial services.

The new Lease Agreement was negotiated outlining Improvements to the Demised Premises as detailed in Article XVI, to be performed at Landlord's expense, changing the base year from 2007 to 2011 and eliminating the County's responsibility to reimburse the Landlord for Real Estate Taxes and Insurance costs.

The County is responsible for its pro-rata share (6.45%) of any increase in Operating Expenses (excluding Real Estate Taxes and Insurance). Operating Expenses are presently estimated at $1.00 per square foot over the base year 2011.

CANCELLATION PROVISION:

The County may cancel this Lease Agreement, or any portion thereof, at any time for any reason by giving Landlord at least 90 days prior written notice.

CURRENT LEASE:

The current Lease Agreement was approved by the Board on July 1, 2008 by Resolution No. R-739-08. It is for a five year term with one additional five-year renewal option equal to $19.20 per square foot, plus Operating Expenses, Real Estate Taxes and Insurance at $1.45 per square foot. The Lease expires on June 30, 2013. The current Lease Agreement shall be declared null and void and shall be of no further effect upon completion of Landlord's Work, and acceptance of Demised Premises by the County.

OTHER PROPERTIES EVALUATED:

28 West Flagler Street, Miami - $20.00 - $35.00 PSF for a full service lease plus operating expenses, taxes and insurance, and moving expenses.

44 West Flagler Street, Miami - $23.50 - $25.00 PSF for a full service lease plus operating expenses, taxes and insurance, and moving expenses.

	150 West Flagler Street, Miami - $30.00 - $35.00 PSF for a full service lease plus operating expenses, taxes and insurance, and moving expenses.
LEASE MONITOR:	Linda Weber, Real Estate Officer
DELEGATED AUTHORITY:	Authorizes the County Mayor or the County Mayor's designee to execute the Lease Agreement and exercise the renewal and cancellation provisions.

Wendi J. Norris, Director
General Services Administration

MEMORANDUM

(Revised)

TO: Honorable Chairman Joe A. Martinez and Members, Board of County Commissioners

DATE: May 3, 2011

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

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

Please note any items checked.

_____ "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

_____ Ordinance creating a new board requires detailed County Manager's report for public hearing

_____ No committee review

_____ Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) to approve

_____ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(F)(1)(C)
5-3-11

RESOLUTION NO. R-310-11

RESOLUTION AUTHORIZING EXECUTION OF A LEASE AGREEMENT AT 19 WEST FLAGLER STREET, SUITES 201 – 207, 209, 215 AND 220, MIAMI, WITH BISCAYNE BUILDING, INC., A FLORIDA CORPORATION, FOR PREMISES TO BE UTILIZED BY THE OFFICE OF THE INSPECTOR GENERAL, FOR ADMINISTRATIVE OFFICES WITH A TOTAL FISCAL IMPACT TO MIAMI-DADE COUNTY NOT TO EXCEED $2,322,158.09 FOR THE FIVE YEAR TERM OF THE LEASE AGREEMENT AND INCLUDING THE ONE FIVE-YEAR RENEWAL OPTION PERIOD; AND AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXERCISE ANY AND ALL OTHER RIGHTS CONFERRED THEREIN

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

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby approves the execution of a Lease Agreement between Biscayne Building, Inc., a Florida Corporation, for premises to be utilized by the Office of Inspector General for administrative offices with a total fiscal impact to Miami-Dade County not to exceed $2,322,158.09 for the five-year term of the Lease Agreement and the one additional five-year renewal option term, in substantially the form attached hereto and made a part hereof; authorizing the County Mayor or County Mayor's designee to exercise any and all other rights conferred therein.

The foregoing resolution was offered by Commissioner Sally A. Heyman, who moved its adoption. The motion was seconded by Commissioner Rebeca Sosa and upon being put to a vote, the vote was as follows:

Joe A. Martinez, Chairman			aye
Audrey M. Edmonson, Vice Chairwoman			aye
Bruno A. Barreiro	aye	Lynda Bell	aye
Jose "Pepe" Diaz	absent	Sally A. Heyman	aye
Barbara J. Jordan	aye	Jean Monestime	aye
Dennis C. Moss	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	aye		

The Chairperson thereupon declared the resolution duly passed and adopted this 3rd day of May, 2011. 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: DIANE COLLINS
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency. JRA

Juliette R. Antoine

LEASE AGREEMENT

THIS AGREEMENT made on the day of , 2011 by and between BISCAYNE BUILDING, INC., a Florida Corporation, hereinafter referred to as the "LANDLORD," and MIAMI-DADE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "TENANT,"

WITNESSETH:

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

9,863 rentable square feet of air-conditioned and heated office space located at 19 West Flagler Street, Suite # 201-207, 209, 215 and 220, Miami, Florida 33130. (See Exhibit "A" attached hereto and made a part hereof).

The Building's square footage is 152,902 rentable square feet, of which 7,925 square feet of usable square feet is to be occupied by TENANT as the Premises. The ratio of rentable square footage to usable square footage in the Building is presently 23.56% (the "Factor"), which results in a rentable square footage in the Premises of 9,863.

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

Property # 4137-00-00

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

TO HAVE AND TO HOLD unto the said TENANT for a term of five (5) years, commencing upon the passage of the resolution of the Board of County Commissioners approving this Lease Agreement (the "Commencement Date"), and terminating five (5) years thereafter, for an annual base rental of One Hundred Ninety Two Thousand Three Hundred Twenty Eight Dollars and 56/100 ($192,328.56), payable in twelve (12) equal monthly installments of Sixteen Thousand Twenty Seven Dollars and 38/100 ($16,027.38), for the first year of the initial lease term. The annual rent for the second through the fifth lease year of the initial lease period the annual base rental shall be adjusted as per the Consumer Price Index (CPI), as pursuant to Article XX, "Rent Adjustment of the Lease Agreement." TENANT agrees to pay LANDLORD rent, payable in advance on the first day of every month at 19 West Flagler Street, Suite 310, Miami, Florida 33130 or at such other place and to such other person as LANDLORD may from time to time designate in writing, as set forth herein. The October monthly installment rental payment for each year will be processed by the County after the close of the County's fiscal year, for each calendar year.

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

ARTICLE I
USE OF DEMISED PREMISES

The area of the Demised Premises shall be used by TENANT for the performance of County business by County departments, agencies, and authorities and for the performance of work incidental thereto, which will necessarily entail services performed for the general public.

ARTICLE II
CONDITION OF DEMISED PREMISES

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

Subject to the above, TENANT hereby accepts the Demised Premises to be in a state of good repair and suitable for usage by TENANT at the commencement of the term of this Lease Agreement, after completion of alterations and acceptance by TENANT.

ARTICLE III
UTILITIES

LANDLORD, during the term hereof, shall pay all charges for water, waste disposal services, and electricity used by TENANT.

ARTICLE IV
MAINTENANCE

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

a). Plumbing and electrical lines, fixtures, and equipment;
b). Trash and refuse disposal;
c). Janitorial and custodial services; See attached Exhibit "C" Janitorial Services.
d). Halls, stairways, elevators, and lavatories;
e). Air-conditioning and heating equipment;
f). HVAC Maintenance referenced in Exhibit "B," "HVAC Preventative Maintenance For Leased Space;"
g). Interior and exterior exterminating services;
h). Roof and roof leaks;
i). Windows, doors, and frames;
j). Fire equipment, including inspection as required by applicable fire codes.

LANDLORD, at its sole cost and expense, shall perform or cause to be performed in the Demised Premises during the term of this Lease Agreement during working hours the aforementioned maintenance.

Upon the failure of LANDLORD to effect repairs or perform the above-stated services pursuant to this Lease Agreement after five (5) days' written notification to do so by TENANT, TENANT may cause the repairs to be made and deduct their cost from the rental payments due and to become due until in each instance TENANT has fully recovered such costs in accordance with audited costs of repair furnished by TENANT to LANDLORD. In the event of an emergency, TENANT after proper notification to the LANDLORD and failure of the LANDLORD to take immediate action, may perform repairs that are the LANDLORD's responsibility and receive a credit against rental payments or a cash reimbursement from LANDLORD for the actual costs thereof. During the term of this Lease Agreement or any renewal thereof, if in TENANT's reasonable judgment a condition exists with respect to any matter in which the LANDLORD is obligated to maintain, that which adversely affects TENANT's operations, and after proper notice, LANDLORD fails to repair same as required, TENANT may make such repairs and deduct the cost thereof from rental payments or any other amounts due to LANDLORD hereunder. All of the aforesaid repairs shall be made with reasonable diligence and in a good and workmanlike manner.

ARTICLE V
ALTERATIONS BY TENANT

TENANT may not make any alterations, additions, or improvements in or to the Demised Premises without the written consent of LANDLORD. All additions, fixtures, or improvements (except but not limited to store and office furniture and fixtures which are readily removable without injury to the Demised Premises) shall be and remain a part of the Demised Premises at the expiration of this Lease Agreement. Subject to the above, removable partitions installed by TENANT within the Demised Premises shall remain TENANT's property and may be removed by TENANT upon the expiration of the Lease Agreement or any renewal or cancellation hereof. Throughout the term of this Agreement, LANDLORD agrees to provide any additions, fixtures, or other improvements that TENANT may request, and TENANT shall reimburse LANDLORD for any such additions, fixtures, or improvements separately invoiced to the TENANT at the rates agreed-upon with the LANDLORD for such services.

ARTICLE VI
DESTRUCTION OF DEMISED PREMISES

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

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

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

ARTICLE VII
DISABLED INDIVIDUALS

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

LANDLORD further warrants that the Demised Premises and access thereto, including but not limited to rest rooms, hallways, entryways to the street, and accessible parking, if parking is provided under the Lease Agreement, shall be in compliance with the accessibility standards for government

programs contained in the ADA and all requirements of Section 553.501 et seq. of the Florida Statutes. LANDLORD covenants and agrees that the Demised Premises and access thereto shall at all times be maintained in accordance with those requirements at LANDLORD's cost and expense, except where changes are required as a result of TENANT's change in program or work force.

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

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

ARTICLE VIII
NO LIABILITY FOR PERSONAL PROPERTY

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

ARTICLE IX
SIGNS

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

ARTICLE X
LANDLORD'S RIGHT OF ENTRY

LANDLORD or any of its agents shall have the right to enter said Demised Premises during all reasonable working hours, upon the giving of twenty-four (24) hours' prior notice, unless an emergency exists, to examine the same or to make such repairs, additions, or alterations as may be deemed necessary for the safety, comfort, or preservation thereof of said building or to exhibit said Demised Premises and to put or keep upon the doors or windows thereof a notice "FOR RENT" at any time within thirty (30) days before the expiration of this Lease Agreement.

ARTICLE XI
LIABILITY FOR DAMAGE OR INJURY

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

ARTICLE XII
PEACEFUL POSSESSION

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

ARTICLE XIII
SURRENDER OF DEMISED PREMISES

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

ARTICLE XIV
INDEMNIFICATION AND HOLD HARMLESS

LANDLORD shall indemnify and hold harmless the TENANT and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the TENANT or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of this Lease Agreement by the LANDLORD or its employees, agents, servants, partners, principals or subcontractors. LANDLORD shall pay all claims and losses in connections therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the TENANT, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. LANDLORD expressly understands and agrees that any insurance protection required by this Lease Agreement or otherwise provided by LANDLORD shall in no way limit the responsibility to indemnify, keep and save harmless and defend the TENANT, or its officers, employees, agents and instrumentalities as herein provided.

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

ARTICLE XV
NOTICES

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

TENANT:
General Services Administration
Real Estate Development Division
111 N.W. First Street, Suite 2460
Miami, Florida 33128

LANDLORD:
Biscayne Building, Inc.
19 West Flagler Street, Suite 310
Miami, Florida 33130

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

ARTICLE XVI
IMPROVEMENTS OF THE DEMISED PREMISES

A. LANDLORD'S WORK: Subject to the terms, conditions, and covenants of this Lease Agreement, LANDLORD, at its expense, shall complete and prepare the Demised Premises according to LANDLORD's approved Plans for TENANT's initial occupancy in good, workmanlike, and timely manner. The Plans may be amended by TENANT upon approval of LANDLORD. If there is a requirement change it will be stated in a work letter approved by both LANDLORD and TENANT and made part of the property file for documentation. LANDLORD reserves the rights, however:

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

B. LANDLORD shall substantially complete all work and improvements as set forth in the

Plans within ninety (90) calendar days of the issuance of a building permit. Issuance of a Certificate of Occupancy shall determine when substantial completion has occurred, and shall so notify both parties hereto. Improvements to the Demised Premises shall be deemed substantially completed when all work is done in accordance with the Plans notwithstanding the necessity to correct, adjust, or complete certain items ("Punch-List" items), so long as such corrections, adjustments, or completions do not impede TENANT from using and occupying the Demised Premises for the purposes intended, as expressed in the Plans. LANDLORD shall complete such Punch-List at its expense at a time mutually convenient to both parties.

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

D. 1). LANDLORD shall repaint Suite 215 utilizing the same color palette existing in the rest of the offices.

2). LANDLORD shall install new building standard carpet in Suite 215.

3). LANDLORD shall install a total of three (3) electrical outlets.

4). LANDLORD shall remove the existing wall between the reception area and the secretarial area, and relocate the existing fire strobe device.

E. Upon completion of LANDLORD's WORK, issuance of a Certificate of Occupancy and acceptance of Demised Premises, LANDLORD and TENANT shall declare the Lease Agreement approved under Resolution No. R-739-08, dated July 1, 2008 null and void and shall be of no further effect and TENANT shall be relieved of any obligations.

ARTICLE XVII
TERMINATION RIGHTS OF TENANT

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

ARTICLE XVIII
OPTION TO TAKE SPACE IN BUILDING

Provided this Lease Agreement shall be in full force and effect and TENANT shall not be in default in the payment of rent beyond any curative period, TENANT shall have the option from time to time to lease any part of LANDLORD's available space in the building upon the same then-current terms and conditions as the space initially leased by notifying LANDLORD in writing.

LANDLORD shall, at LANDLORD's costs, provide to TENANT improvements equivalent to or better than LANDLORD'S WORK, as defined in ARTICLE XVI "Improvements of the Demised Premises" and deliver to TENANT possession of such space in the manner provided herein within ninety (90) days from such notice or such other date of occupancy in TENANT's notice.

ARTICLE XIX
OPTION TO RENEW

Provided this Lease Agreement is not otherwise in default, TENANT, through its County Mayor or County Mayor's designee, is hereby granted the option to extend this Lease Agreement for one (1) additional five (5) year renewal option period, upon the same terms and conditions, except that rental rate shall be adjusted each renewal option period, in accordance with the Consumer Price Index (CPI) pursuant to Article XX, not to exceed three (3%) each year of the renewal period, by giving LANDLORD notice in writing at least thirty (30) days prior to the expiration of this Lease Agreement or any extension thereof. Should TENANT neglect to exercise any extension option by the date specified above, TENANT's right to exercise shall not expire until thirty (30) business days after notice from LANDLORD of TENANT's failure to exercise the option.

ARTICLE XX
RENT ADJUSTMENT

The base rent for the second year of the initial Lease term and for each twelve-month period thereafter shall be computed by multiplying the Annual Base Rent of $192,328.56 by a fraction whose

numerator shall be the Consumer Price Index (CPI) for the month of April of the following year and whose denominator shall be the Consumer Price Index (CPI) for April 2011 (base year). For purposes hereof, the Consumer Price Index to be used shall be the National Consumer Price Index for all Wage Earners & Clerical Workers, U.S. City Average (All items: 1982-84=100) issued by the U.S. Department of Labor, Bureau of Labor Statistics for any successor agency of the United States that shall issue indexes or data of similar type. The LANDLORD shall notify the TENANT of the adjusted monthly rent, in writing, prior to the respective anniversary date, if such rent adjustment occurs. In no event shall the rent adjustment exceed three percent (3%) per annum, or be less than the rent for the immediately preceding year. If LANDLORD does not submit to TENANT in writing the Consumer Price Index adjustment by December 31 of each anniversary year, then LANDLORD waives its right to the Consumer Price Index adjustment for the adjusted year.

ARTICLE XXI
ADDITIONAL RENT
INCREASE OF OPERATING EXPENSES

During the initial term of this lease, as well as any subsequent renewal option period, TENANT shall pay, as additional rent, the Biscayne Building, Inc. increases in operating expenses above the base year 2011. TENANT shall pay its proportionate share, based on square footage, of the cost increases (exclusive of property taxes and building insurance), utilities, security and other operating expenses for operating the Biscayne Building Inc. They will be based on calendar year estimates and actual costs done by the end of February of the following year. For 2012, the costs for operating Biscayne Building, Inc. are estimated at $1.00 per square foot.

Prior to or at the end of the calendar year, LANDLORD will submit to TENANT a statement for the year showing actual Operating Expenses incurred as grouped into the following categories: utilities, security, and other operating expenses for that year and the base year. TENANT shall pay to LANDLORD the TENANT's proportionate share of operating expenses in excess of the Base Year Operating Expenses over Base Year 2011. TENANT's pro-rata share is based on 9,863 square feet of leased space or 6.45% percent within the total square footage of the building which is 152,902 square feet. This is to be paid as additional rent upon presentation of paid bills.

TENANT shall have the right, upon advance notice, to visit the LANDLORD's (or the Building

Manager's) office in the Building during Business Hours, as hereafter defined, to inspect its books and records concerning the Additional Rent for any calendar year within thirty (30) days after the delivery of the Reconciliation Statement for such calendar year. The results of each inspection shall be for the benefit of LANDLORD and TENANT only, shall be maintained in confidence by TENANT, and shall not be disseminated or furnished to any other person or entity except employees or advisors, of TENANT who are involved in this function or a dispute arising there from, or by order of any court.

TENANT may use its own employees qualified in this field or accountants or other professional to aid TENANT in conducting the inspection, but TENANT may not use any auditing services or consultants that are paid on a contingent fee basis or are owned by, affiliated with, employed by or related to any office building LANDLORD's or office building management companies or services.

ARTICLE XXII
HEATING, VENTILATION, AND AIR-CONDITIONING

LANDLORD acknowledges that it is responsible for providing and maintaining, at no cost or expense to TENANT, a good, sufficient, and safe heating, ventilation, and air conditioning system to cool and heat the entire premises uniformly, and sufficient with TENANT's use of the Demised Premises.

ARTICLE XXIII
HVAC MAINTENANCE

Without limiting the obligations of LANDLORD as set forth in ARTICLE IV of this Lease Agreement, LANDLORD shall be required to initiate and maintain a commercial HVAC system maintenance contract, or contracts, which shall call for regular maintenance and service to such systems in accordance with industry standards. (See attached Exhibit B, " HVAC Preventative Maintenance For Leased Space").

ARTICLE XXIV
WAIVER OF LANDLORD'S LIEN

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

TENANT may at its discretion remove from time to time all or part of its personal property, machinery, trade fixtures, and equipment.

ARTICLE XXV
FORCE MAJEURE

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

ARTICLE XXVI
LANDLORD'S DEFAULT

It shall constitute a default of this Lease Agreement by LANDLORD if, except as otherwise provided in this Lease Agreement, LANDLORD fails to observe or perform any of the covenants, conditions, or provisions of this Lease Agreement to be observed or performed by LANDLORD, where such failure shall continue for a period of thirty (30) days after written notice thereof from TENANT to LANDLORD; provided, however, that if the nature of LANDLORD's non-compliance is such that more than thirty (30) days are reasonably required for its cure, then LANDLORD shall not be deemed to be in default if LANDLORD commenced such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion. In the event of any such default by LANDLORD, TENANT may at any time terminate this Lease Agreement within seven (7) days written notice to LANDLORD or bring an action for damages, or injunctive relief (it being recognized that in such event TENANT is irreparably harmed for which there is no adequate remedy at law). No remedy of TENANT provided for in the Lease Agreement shall be considered to exclude or suspend any other remedy provided for herein, but the same shall be cumulative and in addition to TENANT's remedies at law or in equity.

ARTICLE XXVII
WAIVER

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

ARTICLE XXVIII
DEFAULT OF TENANT

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

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

ARTICLE XXIX
ASSIGMENT BY LANDLORD

If the interests of LANDLORD under this Lease Agreement shall be transferred voluntarily or by reason of foreclosure or other proceedings for enforcement of any mortgage on the Demised Premises, TENANT shall be bound to such transferee (herein sometimes called the "Purchaser") for the balance of the term hereof remaining, and any extension or renewals thereof which may be effected in accordance with the terms and provisions hereof, with the same force and effect as if the Purchaser were the LANDLORD under this Lease Agreement, and TENANT does hereby agree to attorn to the Purchaser, including the Mortgagee under any such mortgage if it be the Purchaser, as its LANDLORD, said attornment to be effective and self-operative without the execution of any further instruments upon the Purchaser succeeding to the interest of the LANDLORD under this Lease Agreement. The respective rights and obligations of TENANT and the Purchaser upon such attornment, to the extent of the then remaining balance of the term of this Lease Agreement and any such extensions and renewals, shall be and are the same as those set forth herein. In the event of such transfer of LANDLORD's interests, LANDLORD shall be released and relieved from all liabilities and responsibility to TENANT thereafter accruing under this Lease Agreement or otherwise and LANDLORD's successor shall become liable and responsible to TENANT in respect to all obligations of the LANDLORD under this Lease Agreement. Notwithstanding any law to the contrary, LANDLORD and TENANT agree that the rights created by this Lease Agreement shall not be subordinate to any other instruments affecting the Demised Premises, such

as mortgages, subsequent purchase agreements or encumbrances, whether presently in existence or later created or filed.

ARTICLE XXX
NON-DISTURBANCE

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

or not, shall be subordinate to this Agreement, and subject to the terms, obligations, and covenants herein. In the event that a change of ownership in the Demised Premises results in any additional costs to TENANT by material alteration of the terms of this Lease Agreement, LANDLORD agrees to indemnify TENANT for such costs.

ARTICLE XXXI
SET-ASIDE FUNDS

LANDLORD acknowledges that it has irrevocably earmarked and set aside available funds to complete all of LANDLORD'S WORK, to be exclusively used for the performance until completion of LANDLORD'S WORK, and agrees to so use the funds to perform, comply with, and abide by all the stipulations, agreements, conditions, and covenants of this Lease Agreement on LANDLORD's part to be performed in order to place TENANT in the exclusive possession of the Demised Premises.

ARTICLE XXXII
LANDLORD'S RIGHT TO REPAIR

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

ARTICLE XXXIII
ESTOPPEL CERTIFICATES

LANDLORD and TENANT agree, at any time and from time to time, upon not less than sixty (60) business days prior written notice by such party, to execute, acknowledge, and deliver to the other a statement in writing:

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

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

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

D. stating the address to which notices to LANDLORD or TENANT, as the case may be, should be sent. Any such statement delivered pursuant thereto shall provide that such statement may be relied upon by LANDLORD or TENANT or any prospective purchaser or mortgagee or lessee or assignee of the Property, or any part thereof or estate therein.

ARTICLE XXXIV
RADON NOTIFICATION

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

ARTICLE XXXV
ENVIRONMENTAL QUALITY

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

A. INDOOR AIR QUALITY. LANDLORD shall at all times maintain the Heating, Ventilating, and Air Conditioning System (HVAC) and shall perform at least the minimum periodic preventive maintenance on the HVAC system equipment as specified in the attached Exhibit B "HVAC System

Preventive Maintenance For Leased Space" applicable to TENANT premises.

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

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

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

ARTICLE XXXVI
HOLDOVER

If TENANT, with LANDLORD's consent, remains in possession of the Demised Premises after expiration of the term and if LANDLORD and TENANT have not executed an expressed written agreement as to such holding over, then such occupancy shall be a tenancy from month to month at a

monthly rental for the first month, after expiration of the term, equivalent to one hundred percent (100%) of the monthly rental in effect immediately prior to expiration, such payments to be made as herein provided. In the event of such holding over, all of the terms of the Lease Agreement including the payment of all charges owing hereunder other than rent shall remain in force and effect on said month to month basis.

ARTICLE XXXVII
GOVERNING LAW

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

ARTICLE XXXVIII
RULES AND REGULATIONS

TENANT agrees to abide by the rules and regulations as shown in Exhibit "D" attached hereto as a part of this agreement.

ARTICLE XXXIX
WRITTEN AGREEMENT

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

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

(CORPORATE SEAL)

BISCAYNE BUILDING, INC.,
a Florida Corporation

WITNESS FRANK C PALMER

WITNESS J. Camacho

By: _____
Dante Fiorini (LANDLORD)
President

(OFFICIAL SEAL)

ATTEST:

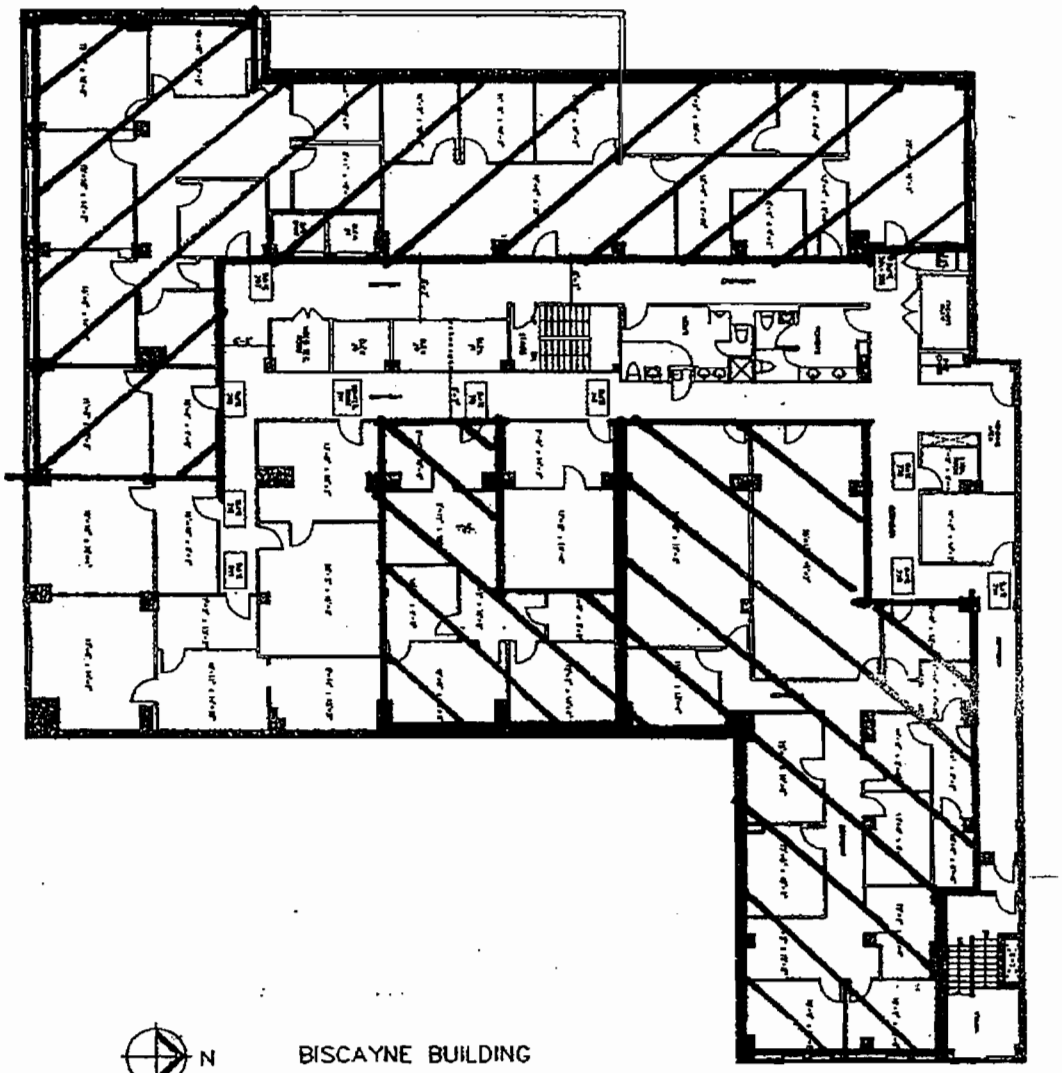
HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

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

By: _____
Carlos Alvarez (TENANT)
Mayor

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



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BISCAYNE BUILDING
SECOND FLOOR PLAN

EXHIBIT "A"

EXHIBIT "B"

HVAC SYSTEM PREVENTIVE MAINTENANCE FOR LEASED SPACE

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

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

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

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

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

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

VI. **PUMPS as applicable:**
   A. Inspect belts for damage, tension, and alignment - quarterly.
   B. Check bearings and seals (motor and pump) - quarterly or semi-annually.
   C. Check phase voltage and impeller - yearly.

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

VIII. **BUILDING EXTERIOR:**
   A. Check for water infiltration into walls or above ceilings to prevent mold and mildew - quarterly.

IX. **CEILING TILES:**
   A. Check and replace any ceiling tile that shows water stains to prevent mold spores - quarterly.

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

EXHIBIT "C"
JANITORIAL SERVICES

The LANDLORD agrees to furnish janitorial and cleaning services as part of this Lease Agreement. This includes furnishing all cleaning/maintenance equipment and cleaning supplies as required, including but not limited to, bathroom tissue, paper towels, trash receptacle liners and hand soap (preferably liquid). All supplies are to be of good quality acceptable in the janitorial profession and of satisfactory quality suitable to the needs of personnel.

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

a) FLOORS

Daily: Carpeted areas - vacuum.
Non-carpeted areas - dustmop - spray buff as required, remove gum and other materials, spot damp mop to remove stains or spots.

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

Monthly: Strip and wax lobby, waiting and tile restroom areas.

Quarterly: Strip and wax hallway floors. (Apply three coats of Johnson Complete Wax or equivalent).

Semiannually: Machine clean carpets in hallways. Other areas are to be cleaned, if their condition so dictates.

Strip, reseal and wax with nonskid wax all normally waxed floors.

Annually: Machine clean all carpet throughout the facility.

b) WALLS, CEILINGS, INTERIOR DOORS, LEDGES, ETC.

Weekly: Spot clean. Clean light switch plates and surrounding wall areas. Dust windowsills, ledges, fixtures, etc.

Monthly: Dust or vacuum HVAC registers.

Annually: Clean all light fixture diffuses and wipe dust off light bulbs.

c) WINDOWS AND GLASS

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

Spot clean directory and internal glass or windows.

Semiannually: Clean inside of external windows.

d) WATER FOUNTAINS

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

e) FURNISHINGS

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

Do not disturb any papers lying on desks or cabinets.

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

Dust draperies, blinds or other window treatments.

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

f) TRASH AND REFUSE

Daily: Empty and clean all trash receptacles. Receptacle liners are to be used and changed as necessary.

Remove all collected trash to external dumpsters or trash containers.

In conference rooms, reception areas, etc., remove accumulated trash, paper cups, soda cans, etc.

g) RESTROOMS

Daily: Maintain in a clean sanitary condition: floors, walls, doors, stalls, partitions, shelves, sinks, commodes, urinals, bath facilities, soap and towel dispensers.

Clean and polish mirrors.

Empty and sanitize trash and sanitary napkin receptacles.

Replenish supplies of tissue, towels and soap.

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

h) LOUNGE AND KITCHEN AREAS

Daily: Clean and sanitize sinks and counter areas.

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

i) EXTERIOR

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

Empty outside trash receptacles.

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

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

In providing of the aforementioned services:

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

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

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

BISCAYNE BUILDING,
RULES AND REGULATIONS
EXHIBIT "D"

(A) Tenant will refer all contractors, contractors' representatives and installation technicians rendering any service for Tenant to Landlord for Landlord's supervision and/or approval before performance of any such contractual services, and be responsible for obtaining all governmental building permits as required by law. This provision shall apply to all work performed on the Premises within the Building including, but not limited to, installation of telephones, telegraph equipment, internet connections, electrical devices and attachments, and installations of any and every nature affecting floors, walls, plumbing, woodwork, fixtures, trim, windows, ceilings, equipment or any other physical portion of the Building or Premises. None of this work shall be done by Tenant without first obtaining the written consent of Landlord.

(B) The use of the Premises by Tenant shall not preclude or interfere with the providing of janitorial services to the Premises. The work of the janitor or cleaning personnel in the Building shall not be hindered by Tenant.

(C) Movements within, into or out of the Leased Premises, Building, or Land by Tenant, Tenant's employees, or agents, of furniture, carpet, office supplies, machines, or equipment, or dispatch or receipt by Tenant of any merchandise, safes, large files, electronic data processing equipment and other heavy equipment or machines or materials which require the use of the freight elevator, or movement through the Building Delivery entrance located at 20 North Miami Avenue, shall be restricted to time, method, and routing of movement as determined by Landlord from time to time. All such movements within, into or out of the Leased premises, Building or Land shall be as directed by Landlord and in a time, method, and routing of movement, to be agreed upon in writing between Tenant and Landlord twenty-four (24) hours in advance of performance. Tenant expressly assumes all risk of damage to any and all articles so moved, as well as injury to any person or persons or to the public engaged or not engaged in such movement, including equipment, property and personnel of Landlord, if damaged or injured as a result of any acts in connection with carrying out this service for Tenant, from the time of entering the Land, Building or Premises as the case may be to completion of the work; and Landlord shall not be liable for the act or acts of any person or persons so engaged in, or any damage or loss to any property or persons resulting directly or indirectly from any act in connection with such service performed by or for Tenant. No movement in and out of the building of furniture, carpet, office supplies, equipment or the use of hand trucks, shall be made through the Building Main Entrance (19 West Flagler Street) or lobby, nor shall they use the passenger elevators.

(D) No sign or signs, door plaque, advertisement or notice will be allowed in any form on the exterior of the Building or any window or windows inside or outside of the Building without the express prior written consent of the Landlord, and no sign or signs, except in uniform location and uniform style fixed by Landlord, will be permitted in the public corridors or on corridor doors or entrance to Tenant's space. Written consent from Landlord is an absolute prerequisite for any such sign or signs any Tenant may be so permitted to use.

(E) Tenant shall not place, install or operate on the demised premises or in any part of the Building, any engine, stove or machinery, or conduct mechanical operations or cook thereon or therein, or place or use in or about the demised premises any explosives, gasoline, kerosene, oil, acids, caustics, or any other flammable, explosive or hazardous materials without the written consent of Landlord first had and obtained.

(F) Landlord will not be liable or responsible for any lost or stolen personal property, equipment, money or jewelry from Tenant's Leased Premises, regardless of whether such loss occurs when

the area is locked against entry or not.

(G) Landlord shall not be in any way responsible to any Tenant for any damage done to the furniture or other effects of Tenant, or for loss of property of any kind whatever from the Leased Premises, however occurring. It is the responsibility of the Tenant make sure each day that the doors are securely locked before leaving the Leased Premises. Furthermore, Tenant agrees to keep all doors to the premises closed at all times, unless prior written conditional consent is obtained from Landlord.

(H) No additional locks shall be placed upon any doors of the Premises and the Tenant shall not permit any duplicate keys to be made, but if more than two keys for any door or lock shall be desired, the additional number must be obtained from the Landlord and be paid for by the Tenant; each Tenant must, upon the termination of the Lease, leave the windows and doors in the Leased Premises in like condition as of the date of said Lease, and must surrender all keys to the office. Landlord may permit entrance to Tenant's premises by use of passkeys controlled by Landlord or employees, contractors, or service personnel, supervised or employed by Landlord.

(I) None of the entries, passages, doors, elevators, elevator doors, hallways, fire exits, or stairways of the Building shall be blocked or obstructed, or any boxes, rubbish, litter, trash, or material of any nature placed, stored, emptied or thrown into these areas, nor shall such areas be used at any time except for access or egress by Tenant, Tenant's agents, employees or invitees. Nothing shall be placed on the outside of the Building, or the windows, window sills or projections.

(J) Tenant shall keep all crates, boxes, recycling materials, etc. which will not fit into office wastepaper baskets in the trash room, if any, or proper container maintained by Tenant within the Premises until removed by cleaning personnel. If necessity arises, Tenant shall notify Landlord to arrange for trash or recycling removal during normal business hours. Otherwise all trash will be removed during the evening hours, by the regular cleaning staff. In no event shall trash be places outside the premises. Landlord shall provide weekly pickup of paper recycling, currently on Tuesday of each week, at it's expense. This weekly pickup is provided for current recycling and is not intended to be used by Tenant as a means to dispose of large volumes of paper, notes, files, etc. Landlord shall provide Tenant with a maximum of one (1) eighty (80) gallon "toter" per recycling week (currently Wed - Tues, subject to change). Additional "toters" in excess of one (1) per recycling week are offered to Tenant, subject to availability, on a first come, first served basis at a charge of TWENTY-FIVE & 00/xx ($25.00) DOLLARS per "toter". This current rate is subject to increase at Landlord's discretion based on increases in operational costs and expenses.

(K) No portion of Tenant's area or any other part of the Building shall at any time be used or occupied as sleeping, cooking or lodging quarters.

(L) The water fountains, water closets, and urinals shall not be used for any other purpose than the purposes for which they were respectively constructed, and the expense of any breakage, stoppage or damage resulting from a violation of this rule shall be borne by Tenant whose clerks, agents, servants, or licensees, shall have cause it. No Tenant shall mark, paint, drill into or in any way deface the walls, elevators, ceilings, partitions, floors, wood, stone or iron work, or make or permit any improper noises in the Building.

(M) No birds, animals, bicycles or vehicles shall be brought into or kept in or about the Leased Premises or the Building, without the prior written conditional consent by Landlord.

(N) No window shades or coverings will be placed on any of the windows excepting the shades or coverings approved by Landlord. No awnings will be allowed on any of the windows without Landlord's prior written consent.

(O) The Landlord shall have the right to prohibit any advertising by any Tenant which,

in its sole discretion, option, tends to impair the reputation of the Building or its desirability as a Building for offices or for financial, insurance or other institutions and business of like nature; and upon written notice from the Landlord, Tenant shall refrain from or discontinue such advertising.

(P) In case of hurricane, invasion, mob, riot, public excitement or other causes beyond the reasonable control of Landlord, the Landlord reserves the right to prevent access to the Building and the Leased Premises during the continuance of the same by closing doors or otherwise for the safety of the tenants and protection of property in said Building, and requiring all Tenants present on the Leased Premises to vacate.

(Q) The requirements of Tenant for services not provided for in this Lease will be attended to only upon application at the office of the Building. Should Tenant require additional services beyond those customarily provided by Landlord, Tenant may request same in writing from Landlord and if Landlord agrees to such services, Tenant will reimburse Landlord at a reasonable rate, as determined by Landlord, and those costs and expenses when billed will be Additional rent due under this Lease. Employees of the Building shall not perform any work or do anything outside of the regular duties, unless under special instructions from the office of the Landlord.

(R) Canvassing, soliciting and peddling in the Building is prohibited and each tenant shall cooperate to prevent same. In this respect, Tenant shall promptly report such activities to the Building Manager's office.

(S) Landlord reserves the right to exclude or expel from the Building any person who, in the judgment of Landlord, is intoxicated or under the influence of liquor or drugs or who shall in any manner do any act in violation of the Rules and Regulations of said Building.

(T) Tenant shall not make or permit to be made any objectionable or unreasonably disturbing noises or disturb or interfere with occupants of this or neighboring Buildings or premises or those having business with any of them, nor shall Tenant operate any sound system, equipment or device, the sound from which may be heard from outside of the Leased Premises.

(U) The windows, doors and fixtures may be cleaned at any time. Tenant shall provide adequate waste and rubbish receptacles, cabinets, bookcases, map cases, etc., necessary to prevent unreasonable hardship to Landlord in discharging its obligations regarding cleaning service.

(V) Landlord shall have the right to determine and prescribe the weight and proper position of any unusually heavy equipment including safes, large files, etc., that are to be placed in the Leased Premises and only those which, in the option of Landlord, might without reasonable probability do damage to the floors or structure may be moved into said Building. Any damage occasioned in connection with the moving or installing of such aforementioned articles in said Building or the existence of same in said Building shall be paid for by any Tenant. No locksmith shall be permitted in building by Tenant for the purpose of changing cylinders, locks, etc. on the premises unless a written approval has been given by Landlord to Tenant to do so.

(W) No boring or cutting of wires shall be allowed except with the consent of Landlord.

(X) There shall not be used in any space or in the public halls of the Building, either by any tenant or by jobbers or others, in the delivery or receipt of merchandise, any hand trucks, except those equipped with rubber tires and side guards.

(Y) No Tenant, employee, invitee, or licensee of any Tenant shall go upon the roofs (8th

floor level, 11th floor level, or 14th floor level) of the building without the written consent of Landlord, nor shall any Tenant, employee, invitee, or licensee of any Tenant use the roofs (8th floor level, 11th floor level, or 14th floor level) or the 11th, 12th, or 14th floor outside fire exit stairway or any fire exit stairway for the purpose of smoking or any other activity other than the use of the fire exit for the intended purposes. Any violation of this Rule is a material violation of this Lease and shall constitute an event of default hereunder.

(Z) Tenant and Tenant's employees shall not loiter in the entrance or corridors, or in any way obstruct the sidewalks, entry passages, halls or stairways, and shall use the same only as passageways and means of passage to and from their respective offices.

(AA) The Rules and Regulations set forth herein apply only to this Lease and the inclusion of Rules and Regulations or any other terms and conditions in any lease with any other tenant shall be at the sole discretion of the Landlord and the enforcement of any such Rules and Regulations or any other terms and conditions contained herein shall be at the sole discretion of Landlord.

(BB) The Landlord reserves the right to station security guards at anytime in the Building for the protection of Tenants and the Premises, on a 24-hour basis, seven days per week, and to require all Tenants (his agents, servants, employees, licensees, customers or invitees) and all other persons entering or leaving the Building premises to legibly sign in and out, and to refuse admittance to any Tenant (his agents, servants, employees, licensees, customers or invitees) or other persons entering the Building who fails or refuses to fully comply wit this provision. The Landlord may, but shall not be obligated to, install cameras or any other security device in hallways or other public spaces for the protection of Tenants or the Premises.

(CC) Tenant will be responsible for any damage to the Lease Premises, including carpeting and flooring, as a result of Tenant's failure to adequately clean the carpeting or flooring during the term of this Lease, or due to rust or corrosion of file cabinets, roller chairs, metal objects, or spills of any type of liquid.

(DD) Tenant shall not install any antenna or aerial wires, or radio or television equipment, or any of type of equipment, inside or outside of the building, without Landlord's prior approval in writing, and upon such terms and conditions as may be specified by Landlord in each and every instance. Subject to the provisions of these rules and regulations, Tenant may operate personal radios and/or televisions inside the Leased Premises, provided noise from such equipment is not audible outside the Leased Premises.

(EE) Without limiting Tenant's obligation to comply with Florida Chapter 386, Parts 1 and 2, and Section 17(a) of this Lease forbidding tobacco use in the common areas of the building, Tenant shall not permit any smoke from tobacco use within the Lease Premises to escape the Leased Premises or to otherwise cause a nuisance or disturb the quiet enjoyment of any other Tenant in the Building. Landlord shall have the right from time to time to enact future Rules and Regulations concerning smoking, including the right in Landlord's discretion to prohibit smoking in the Building, as may be necessary in order to comply with the requirements of the Florida Clean Indoor Air Act. For purposes hereof, "smoking" means inhaling, exhaling, burning or carrying any lighted cigar, cigarette, pipe or other smoking equipment or device in any manner or form in any part of the building, including the roof, any outside fire exit stairway leading to the roof, and all common areas of the building as hereinbefore set forth in Section 10 of this Lease.

(FF) No electrical current shall be used except that furnished or approved by Landlord, nor shall electric cables or other wire, extension cords, heaters, cooking appliances of any nature, plural plugs or adapters be brought into the Leased Premises without the written consent and approval of Landlord.

(GG) Tenant shall not cause or suffer to be caused any obnoxious odors (tobacco smoke, food or otherwise) to emanate from the Leased Premises.

(HH) The violation of any Rule or Regulation contained herein resulting in a false fire alarm being activated and transmitted to the City of Miami resulting in a "False Fire Alarm Charge", said charge will be due and payable by Tenant as "Additional Rent".