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

MEMORANDUM

Agenda Item No. 11(A)(15)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: June 4, 2013

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 Services Organization, Inc. for premises to be used by the Miami-Dade County Board of County Commissioners, Office of Intergovernmental Affairs

Resolution No. R-460-13

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Chairwoman Rebeca Sosa and Co-Sponsor Barbara J. Jordan.

R. A. Cuevas, Jr.
County Attorney

RAC/lmp

MEMORANDUM
(Revised)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: June 4, 2013

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

SUBJECT: Agenda Item No. 11(A)(15)

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 Mayor'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. 11(A)(15)
6-4-13

RESOLUTION NO. R-460-13

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; DELEGATING AUTHORITY TO THE MAYOR OR DESIGNEE TO NEGOTIATE A SUB-SUBLEASE FOR A PORTION OF SUCH SPACE WITH FLORIDA INTERNATIONAL UNIVERSITY UPON A DETERMINATION THAT SUCH PORTION IS SURPLUS TO THE COUNTY'S CURRENT NEEDS, AND AUTHORIZING THE MAYOR OR DESIGNEE TO EXECUTE SAME AND TO EXERCISE ANY AND ALL RIGHTS CONFERRED THEREIN

WHEREAS, on July 17, 2008, the Board by Resolution No. 864-08 approved the execution of a sublease agreement for 973 square feet of 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 for a term which expires on January 31, 2014, that has been occupied by the Office of Intergovernmental Affairs; and

WHEREAS, the State Services Organization has entered into a new lease with its Landlord, and is willing to enter into a new Sublease Agreement with the County at a discounted rate; and

WHEREAS, the Sublease Agreement would commence retroactively on February 1, 2012, and would expire on January 31, 2020; and

WHEREAS, the current rental rate is $4,337.75 per month for a total of $52,053.00 per year, with the base rent increasing 2% per year, and the proposed rental rate would be $4,159.58

per month for a total of $49,914.96 per year, with an increase to the base rent of 2.25% per year beginning on January 1, 2013; and

WHEREAS, in addition to the base rent, the Sublease Agreement 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 $4,159.58; and

WHEREAS, the Sublease Agreement with the State Services Organization, as well as the prior Sublease Agreement, 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 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, the Office of Intergovernmental Affairs has benefited from having a full time office in Washington, D.C. to better monitor federal legislation; and

WHEREAS, numerous 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, 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 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 Agreement, the Board can continue this effective presence through 2020; and

WHEREAS, although the Office of Intergovernmental Affairs can make use of the entire 973 square feet of space, Florida International University has expressed an interest in sub-subleasing a portion of the County's space in the event that the Office of Intergovernmental Affairs determines that a portion of its leased space may be surplus to its needs; and

WHEREAS, although the State Services Organization is unwilling to reduce the size of the space subleased directly to the County, it is willing to allow the County to sub-sublease a portion of the space to Florida International University; and

WHEREAS, in the event that the Office of Intergovernmental Affairs determines that a portion of the subleased space is surplus to its needs, this Board finds that a sub-sublease to Florida International University would promote community interest and welfare, and additionally, would help to defray the County's rental expenses,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. The Board approves the Sublease Agreement between Miami-Dade County and the State Services Organization, Inc., for premises located at the Hall of the States Building, 444 North Capitol Street, N.W., Suite 370, Washington, D.C. to be utilized by the Miami-Dade Board of County Commissioners, Office of Intergovernmental Affairs; in substantially the form attached hereto and made a part hereof.

Section 2. The Board authorizes the Mayor or designee to negotiate and 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.

Section 3. The Board authorizes the Mayor or designee to negotiate and execute a sub-sublease for a portion of such space with Florida International University, on substantially the same terms and conditions and price per square foot as contained in the Sublease Agreement, after review and approval by the County Attorney's Office, and provided a determination has been made by the Office of Intergovernmental Affairs that a portion of such space is not needed and has identified and approved the terms of such sub-sublease.

The Prime Sponsor of the foregoing resolution is Chairwoman Rebeca Sosa and the Co-Sponsor is Commissioner Barbara J. Jordan. It was offered by Commissioner **Sally A. Heyman** who moved its adoption. The motion was seconded by Commissioner **Esteban L. Bovo, Jr.** and upon being put to a vote, the vote was as follows:

Rebeca Sosa, Chairwoman	**aye**		
Lynda Bell, Vice Chair	**absent**		
Bruno A. Barreiro	**absent**	Esteban L. Bovo, Jr.	**aye**
Jose "Pepe" Diaz	**absent**	Audrey M. Edmonson	**aye**
Sally A. Heyman	**aye**	Barbara J. Jordan	**aye**
Jean Monestime	**aye**	Dennis C. Moss	**absent**
Sen. Javier D. Souto	**aye**	Xavier L. Suarez	**absent**
Juan C. Zapata	**absent**		

The Chairperson thereupon declared the resolution duly passed and adopted this 4th day of June, 2013. 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: Christopher Agrippa
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Debra Herman

OFFICE SUBLEASE

THIS SUBLEASE (the "Sublease") is made and entered into as of the 4th day of December, 2012, by and between STATE SERVICES ORGANIZATION, INC. (hereinafter referred to as "Sublandlord") and MIAMI-DADE COUNTY (hereinafter referred to as "Tenant").

WITNESSETH

WHEREAS, Sublandlord is the tenant under that certain Lease dated January 1, 2012 (the "Prime Lease") with Mebar Realty Holding Trust ("Owner"), covering approximately 237,848 square feet of rentable space ("Sublandlord's Premises") measured in accordance with the Building Owners and Manager Association International (BOMA)(ANSI/BOMA Z65.1-1996) calculation methodology (the "BOMA Standards") 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 Seventy Three (973) rentable square feet measured pursuant to BOMA Standards 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. The attachment of floor plans of the Premises or any portions thereof as exhibits to this Sublease does not constitute a representation or warranty by Sublandlord that said floor plans are exact or correct, and Sublandlord makes no representations or warranties with respect to the accuracy of the layout, square footage or dimensions of the Premises, or any portion thereof, as shown on said floor plans.

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 February 1, 2012 (hereinafter called the "Commencement Date") and expire on January 31, 2020 (the "Termination Date") Sublandlord reserves the right to market and show the space to prospective tenants during the final one hundred and twenty (120) days of the Sublease.

3. USE

Tenant will use and occupy the Premises solely for general office purposes. 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 and all zoning regulations and ordinances. Tenant shall indemnify, defend and hold harmless Sublandlord from and against any and all claims, causes of action, liabilities, penalties and expenses including, without limitation, reasonable attorneys' fees, of any nature whatsoever, which Sublandlord may incur with respect to Tenant's failure to comply with the ADA and

fire and life safety codes with respect to the Premises.

Tenant covenants and agrees that Tenant shall, at Tenant's sole cost and expense, comply at all times with all legal requirements governing the use, generation, storage, treatment and/or disposal of any "Hazardous Materials" (which term shall mean any biologically or chemically active or other toxic or hazardous wastes, pollutants or substances, including, without limitation, asbestos, PCBs, petroleum products and by-products, substances defined or listed as "hazardous substances" or "toxic substances" or similarly identified in or pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et seq., and as hazardous wastes under the Resource Conservation and Recovery Act, 42 U.S.C. 6010, et seq., any chemical substance or mixture regulated under the Toxic Substance Control Act of 1976, as amended, 15 U.S.C. 2601, et seq., any "toxic pollutant" under the Clean Water Act, 33 U.S.C. 466 et seq., as amended, any hazardous air pollutant under the Clean Air Act, 42 U.S.C. 7401 et seq., hazardous materials identified in or pursuant to the Hazardous Materials Transportation Act, 49 U.S.C. 1802, et seq., and any hazardous or toxic substances or pollutant regulated under any other legal requirements). Tenant shall agree to execute, from time to time, at Sublandlord's reasonable request, affidavits concerning Tenant's best knowledge and belief regarding the presence of Hazardous Materials in, on, under or about the Premises, the Building or the Land which were introduced by Tenant or its agents, employees, licensees, contractors or invitees. Tenant shall indemnify and hold harmless Sublandlord, its trustees, partners, shareholders, officers, directors, employees, agents and contractors (collectively, "Indemnitees") from and against any actual loss, cost, damage, liability or expense (including reasonable attorneys' fees and disbursements) arising by reason of any clean up, removal, remediation, detoxification action or any other activity required or recommended of any Indemnitees by any government authority by reason of the presence in or about the Building or the Premises of any Hazardous Materials, as a result of or in connection with the act or omission of Tenant or persons within Tenant's control or the breach of this Sublease introduced by Tenant or its agents, employees, licensees, contractors or invitees.

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 Forty Nine Thousand Nine Hundred Fourteen and 90/100 Dollars ($49,914.90) per annum, payable in equal monthly installments of Four Thousand One Hundred Fifty Nine and 58/100 Dollars ($4159.58), 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 January 1, 2013 (the "Base Rent Escalation Date") and on each anniversary of the Base Rent Escalation Date, thereof during the Term of the Sublease, shall increase by two and one quarter percent (2.25%) 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, as applicable, commencing with the next monthly payment of Base Rent due after notice of the Annual Adjustment Amount. Thereafter, Tenant shall pay the monthly installment of Base Rent as adjusted by the Annual Adjustment Amount, as applicable, with each monthly payment of Base

Rent until Tenant receives a new statement setting forth the Annual Adjustment Amount, 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 (i) 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 2012 and Real Estate Taxes (as defined in Article 7 of the Prime Lease) over those incurred during calendar year 2012, in accordance with Sublandlord's obligations under Article 7 of the Prime Lease and (ii) Tenant's pro rata share of all costs and expenses separately incurred by Sublandlord in connection with Sublandlord's operation, maintenance, replacement and repair of the Sublandlord's Premises, including, but not limited to, administrative, overhead and personnel costs of Sublandlord as approved by the Board of Directors of Sublandlord in its sole discretion (the "Sublandlord Expenses"). 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 Owner 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 Owner 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 and a statement from Sublandlord setting forth Sublandlord's estimate of the Sublandlord Expenses. 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, (y) Real Estate Taxes and (z) Sublandlord Expenses. 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 and a copy of any statement from Sublandlord setting forth the computation of the actual Sublandlord Expenses for the Building for the previous year as soon as such actual statements are reasonably available. Any delay by Sublandlord in submitting any statement to Tenant shall not relieve Tenant of its obligation to pay Tenant's pro rata share, including any payment which Sublandlord may require Tenant to make following expiration of the Term which relates to the period occurring during the Term. In the event that actual Real Estate Taxes, Operating Expenses or Sublandlord Expenses as shown on the statements exceed the budgeted Real Estate Taxes, Operating Expenses or Sublandlord Expenses, Tenant shall pay to Sublandlord such excess within fifteen (15) days of delivery of such statements. In the event actual Real Estate Taxes, Operating Expenses or Sublandlord 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 or Sublandlord shall refund such amount promptly to Tenant in the event that this Sublease has terminated.

In the event Sublandlord does not require the payment of monthly estimated amounts on account of Operating Expenses, Real Estate Taxes or Sublandlord Expenses 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.

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, Sublandlord 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 three percentage points (3%) above the Prime Rate (defined hereafter) from time to time or the maximum legal rate, if any. As used herein, "Prime Rate" shall mean the annual rate of interest from time to time published by The Wall Street Journal as the prime rate or such reasonably comparable successor prime rate as chosen by Sublandlord should The Wall Street Journal cease publishing or announcing a prime 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 One Hundred Fifty Nine and 58/100 Dollars ($4,159.58) 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) business 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. If Tenant is a corporation, partnership, limited liability company or other entity, the direct or indirect transfer of more than fifty-one percent (51%) of the ownership interests of Tenant or the transfer of a lesser percentage which results in a direct or indirect transfer of control of Tenant, whether in one transaction or a series of related transactions, shall constitute an assignment for purposes of this Sublease. 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 subleases 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. 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.

7. TENANT IMPROVEMENT ALLOWANCE; ALTERATIONS AND REMOVAL OF PROPERTY

a. **Tenant Improvement Allowance.** Provided no Event of Default exists under the Sublease, Tenant shall receive an allowance against costs incurred by Sublandlord for Tenant Improvement Costs (as herein defined) not to exceed the amount of Four Thousand Eight Hundred Sixty Five Dollars and no/100 ($4,865.00) to be utilized for improvements to the Premises, architectural design and engineering services (the "Tenant Improvement Allowance"). Tenant shall be responsible for the Tenant Improvement Costs in excess of the Tenant Allowance, which excess costs shall constitute and be deemed to be Additional Rent hereunder pursuant to Section 4(b) of this Sublease, with all such Additional Rent sums being due within no more than thirty (30) days from the date of Sublandlord's written request and/or invoice therefore. No portion of the Tenant Allowance shall be payable in the event that an uncured Event of Default exists at the time of Tenant's request therefore. Under no circumstances will Tenant be entitled to a cash payment or credit against Rent or other sums payable under this Sublease on account of any unused portion of such Tenant Improvement Allowance.

b. **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. Sublandlord shall manage the construction of all Alterations on behalf of Tenant and shall select all contractors and subcontractors in its sole discretion, subject to the terms and conditions of the Prime Lease. In the event that, per the terms of the Prime Lease, Owner is responsible for managing the construction process for any Alterations per the terms of the Prime Lease, Owner shall be paid a management fee equal to three percent (3%) of the cost of all hard costs associated with the applicable Alterations exclusive of architectural and engineering fees, which amount will be deducted from the Tenant Improvement Allowance. All Alterations shall comply with all legal requirements, insurance requirements and all Rules and Regulations set forth in the Prime Lease. If any additional expense shall be incurred by Sublandlord as a result of the Alterations or Tenant's failure to comply with the provisions hereof, Tenant shall pay such additional expenses as Additional Rent upon demand. No Alterations shall involve the removal of any fixtures, equipment or other property in the Premises which are not the Tenant's personal property without Sublandlord's prior written consent.

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 such actual cost of such work in excess of any Tenant Improvement Allowance. 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 and that the replacement of existing light fixtures requires the compliance with PEPCO restrictions. Tenant acknowledges that any costs of installing or relocating sprinkler heads, strobes, or audio enunciators due to Alterations shall be at Tenant's cost and expense.

Approval of plans or specifications by Sublandlord or consent by Sublandlord allowing Tenant to make Alterations shall in no way be deemed an agreement by Sublandlord that the contemplated Alterations comply with any legal requirements, insurance requirements or the certificate of occupancy

for the Building, or are built in a workmanlike fashion or free from fault or error nor shall it be deemed to be a waiver by Sublandlord of the compliance by Tenant with the terms of this Lease. Any approval by Sublandlord shall not in any way create any responsibility or liability for Sublandlord. Notice is hereby given that Sublandlord shall not be liable for any labor or materials furnished or to be furnished to Tenant upon credit and that no mechanic's or other lien for such labor or materials shall attach to or affect any estate or interest of Sublandlord or Owner.

Any Alterations in or to the Premises shall remain on the 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 Sublandlord notifies Tenant at the time of consent to such Alterations that Tenant must remove the Alterations upon the termination or earlier termination of this Sublease (the "Required Removables"). 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.

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.

Tenant agrees that it will not at any time prior to or during the Term, either directly or indirectly, employ or permit the employment of any contractor, mechanic or laborer, or permit any materials in the Premises, if the use of such contractor, mechanic, laborer or materials would, in Sublandlord's reasonable opinion, cause a strike or jurisdictional dispute with other contractors, mechanics or laborers or would in any way materially disturb the construction, maintenance, cleaning, repair, management, security or operation of the Building. In the event of any interference or conflict, Tenant, upon demand of Sublandlord, shall cause all contractors, mechanics, laborers, or all materials causing such interference or conflict, to leave or be removed from the Building immediately.

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

In the event Tenant fails to remove its personal property, the Required Removables 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 AND OTHER LIENS OR ENCUMBRANCES

Tenant hereby indemnifies Sublandlord against liability for any and all mechanic's and other liens filed in connection with any Alterations or repairs, including the liens of any conditional sales of, or chattel mortgages, title retention agreements, security agreements or financing statements upon, any materials or fixtures installed in and constituting part of the Premises. Tenant, at its expense, shall procure the discharge or bonding of all such liens within thirty (30) days after the filing. If Tenant shall fail to cause any lien to be discharged or bonded within the period aforesaid, then, in addition to any other right or remedy, Sublandlord may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by deposit or bonding proceedings, and in any such event Sublandlord shall be entitled, if it elects, to compel the prosecution of an action for the foreclosure of such lien and to pay

the amount of the judgment in favor of the lienor with interest, costs and allowances. Any amount paid by Sublandlord, and all costs and expenses incurred by Sublandlord in connection therewith, shall constitute Additional Rent and shall be paid by Tenant to Sublandlord on demand.

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 five (5) 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.

Tenant shall not place a load upon any floor that exceeds the floor load capacity for the Premises of eighty (80) pounds per square foot for live load and twenty (20) pounds per square foot for partitions.

13. RESPONSIBILITY FOR CERTAIN DAMAGE AND BREAKAGE

All injury, breakage or damage to the Premises or the Building, caused by Tenant, its employees, agents, officers, contractors, sublessees, assignees, invitees, licensees, customers, clients, family members, guests or trespassers 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, officers, contractors, sublessees, assignees, invitees, licensees, customers, clients, family members, guests or trespassers, in the Building, shall be and remain in the Building at their sole risk. Neither Sublandlord nor its agents, trustees, employees, officers, directors, shareholders, partners or principals (disclosed or undisclosed) shall 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.

Neither Sublandlord nor its agents, trustees, employees, officers, directors, shareholders, partners or principals (disclosed or undisclosed) shall be liable for any personal injury to Tenant, Tenant's employees, agents, officers, contractors, sublessees, assignees, invitees, licensees, customers, clients, family members, guests or trespassers 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.

Notwithstanding anything to the contrary herein, the officers, directors, agents, managers, employees and direct and indirect shareholders, partners, members and owners of Sublandlord (or any officer, director, agent, manager, personal representative, trustee or employee of any direct or indirect shareholder, partner, member or owner of Sublandlord) shall not be personally liable for any debts or obligations of Sublandlord or in respect of claims against Sublandlord arising under this Sublease.

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 commercially reasonable efforts to cause Owner to take any and all action available under the terms of the Prime 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 unless Sublandlord is entitled to receive an abatement of Rent for the Premises per the terms and conditions of the Prime Lease.

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 or Owner has terminated the Prime Lease, 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 gross 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. Tenant Insurance. Tenant shall, at its expense, obtain and keep in full force and effect during the Term: (a) Commercial General Liability Insurance on an occurrence basis which will provide an aggregate limit of liability of not less than [$2,000,000] for personal injury, death or property damage arising out of any occurrence or in any increased amount reasonably required by Sublandlord, naming Tenant as insured and naming Sublandlord, Sublandlord's agents, and any mortgagee as additional insureds against any and all claims for personal injury, death or property damage occurring in, upon, adjacent to or connected with the Premises or the Building or any part thereof, and coverage for premises, operations, completed operations, product liability and contractual liability; and (b) hazard insurance against loss or damage by fire, and such other risks and hazards (including burglary, theft, breakage of glass within the Premises) as are insurable under then available standard forms of "all risk" insurance policies (also known as "Special Form"), to Tenant's property, all improvements and fixtures for the full replacement cost value thereof (including an "agreed amount" endorsement), naming Tenant as insured and naming Sublandlord, Sublandlord's agents, and any mortgagee as additional insureds.

All insurance shall be written in form and substance satisfactory to Sublandlord by an insurance company with general policyholder's rating of not less than A and a financial rating of not less than Class XIII as rated in the then most current available "Best's" Insurance Reports or any successor publication of comparable standing or the then equivalent of such a rating and having a policyholders' surplus of at least $100,000,000 and licensed to write insurance in The District of Columbia and authorized to issue such policies. Tenant's insurance policies shall be written as primary coverage and not contributing to, or in excess of, any coverage which Sublandlord may carry. The insurance provided by all of Tenant's policies shall be at least as comprehensive as that which is contained in the standard, unmodified ISO forms currently in use in the District of Columbia. Upon failure of Tenant to procure, maintain and place such insurance and pay all premiums and charges therefor, Sublandlord may do so (but shall not be obligated) and in such event Tenant agrees to pay the amount thereof to Sublandlord as Additional Rent on demand. All policies of insurance procured by Tenant shall contain endorsements providing that (i) such policies may not be materially changed, amended, reduced, canceled (including for non-payment or premium) or allowed to lapse with respect to Sublandlord, or any mortgagee, except after thirty (30) days' prior notice from the insurance company; and (ii) Tenant shall be solely responsible for the payment of all premiums under such policies and Sublandlord shall have no obligation for the payment thereof notwithstanding that Sublandlord is or may be named as an insured. On or before the Commencement Date the original insurance policies or certificates issued in Sublandlord's name, including evidence of the waivers of

subrogation required pursuant to Subsection 16b. below, shall be deposited with Sublandlord. Each renewal or replacement policy or certificate shall be deposited at least twenty (20) days prior to the expiration of any policy. Tenant shall cooperate with Sublandlord in connection with the collection of insurance proceeds due in the event of loss and Tenant shall execute and deliver to Sublandlord proofs of loss and other instruments which may be required to recover any insurance proceeds.

b. Sublandlord and Tenant hereby release the other from any and all liability or responsibility to the other or anyone claiming through or under them by way of subrogation or otherwise for any loss or damage to property covered by any insurance required to be maintained by it under this Sublease (including without limitation, in the case of Tenant, any self-insurance), even if such fire or other casualty shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible; provided, however, that this release shall be applicable and in force and effect only to the extent of and with respect to any loss or damage occurring during such time as the policy or policies of insurance covering said loss shall contain a clause or endorsement to the effect that this release shall not adversely affect or impair said insurance or prejudice the right of the insured to recover thereunder (and, if Tenant has elected to self-insure, Tenant's insurance shall be deemed to contain such clause or endorsement).

c. If, by reason of any act or omission on the part of Tenant (excluding any acts consistent with the use of the Premises for general office purposes), the rate of insurance maintained by Sublandlord on the Premises shall be higher than it otherwise would be, Tenant shall reimburse Sublandlord for that part of the premiums paid by Sublandlord because of such act or omission on the part of Tenant, which sum shall be Additional Rent and payable on demand. Tenant also shall pay any increase in premiums on any rent insurance carried by Sublandlord for its protection against rent loss through fire or other casualty if such increase shall result from any of the foregoing events.

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 and further provided that such claim is in addition to, and shall not adversely affect or result in a reduction of, the award to Sublandlord.

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 unless the Prime Lease is terminated pursuant to the terms of Article 16 thereof.

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 which failure continues for five (5) days after the date such payment is due; 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 Sublease, which seizure is not discharged within thirty (30) days;

(v) The filing of a 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 Sublease 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 shall not be required to divert prospective tenants from any other portions of the Sublandlord's Premises as part of its reasonable efforts and 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 Sublease and enter the Premises to accomplish this purpose without being liable to prosecution or any claim for damages therefor. 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 Sublease 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.

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

Tenant does hereby indemnify, defend and hold harmless Sublandlord from and against losses, claims, damages, or expenses (collectively, "Loss"), including reasonable attorneys fees, and third party claims, actions, demands and liability which Sublandlord may suffer, incur, or expend arising out of any act or omission of Tenant, its employees, agents or contractors, invitees, licensees, sublessees or assignees 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, licensees, invitees, sublessees or assignees 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.

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 Prime 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, WHERE IS" condition.

The risk that any safety or security device, service or program may not be effective, or may malfunction, or be circumvented by a criminal, is assumed by Tenant with respect to Tenant's respective employees, agents, contractors, licensees, invitees, subtenants, property and interests, and Tenant shall obtain insurance coverage against any such losses or damages and Tenant waives any and all claims against Sublandlord relating to the failure or insufficiency of the Buildings' safety and security devices, security services and programs provided by Sublandlord, and security personnel provided by Sublandlord, except to the extent any such losses or damages relating to the foregoing are caused by Sublandlord's gross negligence or willful misconduct.

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

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 Sublease, 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 Sublease.

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 Sublease, 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 Sublease 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 overnight delivery service. 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 reputable overnight delivery service. 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 700 Sixth Street, NW Washington, DC 20001 Attn: Shelia Novak
If to Tenant:	Miami Dade County 4444 North Capitol Street, NW Suite 370 Washington, DC 20001
Copy to:	Local Affairs Coordinator Intergovernmental Affairs Miami-Dade County 111 NW 1st Street Miami, FL 33128

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) that this Sublease is unmodified and in full force and effect (or if there have been modifications, that this Sublease is in full force and effect as modified and stating the modifications); (ii) whether the Term has commenced (and, if so, the Commencement Date and the Termination Date) and whether Base Rent and Additional Rent have become payable hereunder and, if so, the first date on which Rent became payable and the dates to which they have been paid; (iii) whether or not, to the actual knowledge of the signer of such certificate, Sublandlord is in default in performance of any of the terms of this Sublease and, if so, specifying each such default of which the signer may have knowledge; (iv) whether Tenant has accepted possession of the Premises; (v) whether any commitments, arrangements or understandings made to induce Tenant to enter into this Sublease have been satisfied; (vi) whether any improvements required to be made by Sublandlord to prepare the Premises for Tenant's occupancy have been completed in accordance with this Sublease; (vii) whether Tenant has made any claim against Sublandlord under this Sublease and, if so, the nature thereof and the dollar amount, if any, of such claim: (viii) either that Tenant does not actually know of any default in the performance of any

provision of this Sublease or specifying the details of any default of which Tenant may have knowledge and stating what action Tenant is taking or proposes to take with respect thereto; (ix) that, to Tenant's actual knowledge, there are no proceedings pending or threatened against Tenant before or by any court or administrative agency which, if adversely decided, would materially and adversely affect the financial condition or operations of Tenant or, if any such proceedings are pending or threatened to the knowledge of Tenant, specifying and describing the same; and (x) such further information with respect to the Sublease or the Premises as Sublandlord or any ground lessor or mortgagee may reasonably request; 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. In addition, if the Premises are not surrendered upon the expiration or other termination of this Sublease, Tenant hereby indemnifies Sublandlord against liability resulting from delay by Tenant in so surrendering the Premises, including any claims made by any succeeding tenant or prospective tenant founded upon such delay and agrees to be liable to Sublandlord for (i) any payment or rent concession which Sublandlord may be required to make to any tenant obtained by Sublandlord for all or any part of the Premises in order to induce such tenant not to terminate its lease by reason of the holding-over by Tenant and (ii) the loss of the benefit of the bargain if any such tenant shall terminate its lease by reason of the holding-over by Tenant.

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 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 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, but only to the extent the same pertain to the Subleased Premises or any related uses of the Building. 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. As between Sublandlord and Tenant, in the event of a conflict between the terms of the Prime Lease and the terms of this Sublease, the terms of this Sublease will control. Sublandlord shall have the right to modify the Prime Lease in any manner without Tenant's consent, provided Tenant's rights under this Sublease Agreement are not materially adversely affected.

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 Sublease 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 duly organized and existing entity in the state in which it has been organized, that Tenant has been and is duly qualified to do business in the District of Columbia and in good standing therein, that Tenant has full right and authority to enter into this Sublease

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. INABILITY TO PERFORM

This Sublease and the obligations of Tenant to pay Rent and perform all of the terms of this Sublease on the part of Tenant to be performed shall in no way be affected because Sublandlord is unable or delayed in fulfilling any of its obligations under this Sublease by reason of Force Majeure (as hereinafter defined). Sublandlord shall in each instance exercise reasonable diligence to effect performance when and as soon as possible. However, Sublandlord shall be under no obligation to employ overtime labor.

Tenant shall be excused from performing its obligations (other than payment obligations unless excused pursuant to the terms of Article 15 of this Sublease) by reason of, but only to the extent of Force Majeure; provided, however, that Tenant shall not be excused from performance of its obligations until Tenant gives Sublandlord notice of the event of which it claims constitutes Force Majeure. Tenant shall in each instance exercise reasonable diligence to effect performance when and as soon as possible.

As used herein, "Force Majeure" shall mean any and all causes beyond Sublandlord's or Tenant's reasonable control, including delays caused by the other party, other tenants, governmental restriction, regulation or control, labor dispute, strike, accident, mechanical breakdown, shortages or inability to obtain labor, fuel, steam, water, electricity or materials, act of God, enemy action, civil commotion, fire or other casualty.

45. ANTI-TERRORISM LAWS

Tenant hereby represents and warrants to Sublandlord that Tenant is not an entity or person whose name appears on the United States Treasury Department's Office of Foreign Assets Control ("OFAC") most current list of "Specifically Designated National and Blocked Persons" (the "OFAC List"), which is available on the OFAC website at http://www.treas.gov/ofac/t11sdn.pdf as of the date of this Sublease. Tenant shall comply at all times during the Term with OFAC's regulations as well as with any other statute, regulation, executive order (including Executive Order 13224, dated September 24, 2001 and entitled "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten

to Commit, or Support Terrorism") or other governmental requirement intended to prevent terrorism and money laundering.

46. RULES AND REGULATIONS

Tenant and its employees, agents, invitees and licensees shall observe and comply with the Rules and Regulations attached hereto as Exhibit C, and changes and additions thereto as Sublandlord hereafter may make or communicate to Tenant ("Rules and Regulations"). Sublandlord shall have no duty or obligation to enforce any Rule or Regulation, or any term, covenant or condition of any lease, against any other tenant, and Sublandlord's failure or refusal to enforce any Rule or Regulation, or any term, covenant or condition of any other lease against any other tenant shall be without liability of Sublandlord to Tenant. Sublandlord shall not discriminate against Tenant in the enforcement of the Rules and Regulations.

___ 47. 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: Steve Roberts

Title: Executive Director

TENANT:

_____

By: _____ [SEAL]

Printed Name: _____

Title: _____

EXHIBIT A

EXHIBIT B

PARKING

Pursuant to the Prime Lease, Owner has been allocated certain unreserved parking spaces ("Sublandlord Parking Spaces") in the parking garage ("Garage") at the Building. During the Term hereof and upon the written request of Tenant, and provided, further, that an adequate number of Sublandlord Parking Spaces are so available and that Tenant is not in default of its obligations hereunder, Sublandlord agrees to make available to Tenant and its employees monthly parking permits ("Tenant Spaces") in the Garage. 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. The charge for the monthly parking permits for the Tenant Spaces shall be the prevailing rate as established form time to time by Sublandlord, as increased periodically in connection with actual increased costs incurred by Sublandlord. The parking charges payable by Tenant hereunder 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.

EXHIBIT C

RULES AND REGULATIONS

1. [Intentionally Omitted]

2. No tenant shall obstruct or encumber or use for any purpose (other than ingress and egress to and from its premises) the common areas, sidewalks, driveways, entrances, passages, courts, lobbies, esplanade areas, atrium, plazas, elevators, escalators, stairways, corridors, halls and other public portions of the Building ("**Public Areas**"), and no tenant shall permit any of its employees, agents, licensees or invitees to congregate or loiter in any of the Public Areas. No tenant shall invite to, or permit to visit, its premises persons in such numbers or under such conditions as may interfere with the use and enjoyment by others of the Public Areas. Fire exits and stairways are for emergency use only, and they shall not be used for any other purposes by any tenant, or the employees, agents, licensees or invitees of any tenant. Sublandlord reserves the right to control and operate and to restrict and regulate the use of the Public Areas and the public facilities, as well as facilities furnished for the common use of the tenants, in such manner as it deems best for the benefit of the tenants generally, including the right to allocate certain elevators for delivery service, and the right to designate which Building entrances shall be used by persons making deliveries in the Building. No tenant shall place or leave in any public hall or outside any entry door of its premises a doormat of any kind whatsoever.

3. No awnings or other projections shall be attached to the outside walls of the Building. No curtains, blinds, shades, louvered openings or screens shall be attached to or hung in, or used in connection with, any window or door of any tenant's premises, without the consent of Sublandlord. Such curtains, blinds, shades or screens must be of a quality, type, design and color, and attached in the manner, approved by Sublandlord. In order that the Building can and will maintain a uniform appearance to those persons outside of the Building, each tenant occupying the perimeter areas of the Building shall (x) use only building standard lighting in areas where lighting is visible from the outside of the Building and (y) use only building standard blinds in window areas which are visible from the outside of the Building.

4. No tenant shall, without prior consent of Sublandlord, exhibit, inscribe, paint or affix any sign, insignia, advertisement, lettering, notice or other object on any part of the outside or inside of its premises or the Building or on corridor walls or which shall be readily visible from Public Areas. Any signs placed by a tenant on an entry door of its premises shall conform to building standard signs, samples of which are on display in Sublandlord's rental office. Such signs shall, at the expense of the tenant, be inscribed, painted or affixed by signmakers approved by Sublandlord. In the event of the violation of the foregoing by any tenant, Sublandlord may remove the same without any liability, and may charge the expense incurred in such removal to the tenant violating this rule. Interior signs, elevator cab designations, if any, and lettering on doors and the Building directory shall, if and when approved by Sublandlord, be inscribed, painted or affixed for each tenant by Sublandlord, at the expense of such tenant, and shall be of a size, color and style acceptable to Sublandlord. Only the tenant named in a sublease covering its premises shall be entitled to appear on the directory tablet. Additional names may be added in Sublandlord's sole discretion under such terms and conditions as the Sublandlord may approve.

5. No tenant shall (a) cover or obstruct the sashes, sash doors, skylights or windows that reflect or admit light and air into the halls, passageways or other public places in the Building or the heating, ventilating and air conditioning vents and doors, or (b) place any bottles, parcels or other articles on the window sills or on the peripheral heating enclosures. Whenever the heating,

ventilating or air conditioning systems are in operation, each tenant shall draw the shades, blinds or other window coverings, as required because of the position of the sun. No tenant shall have any right to remove or change shades, blinds or other window coverings within its premises without Sublandlord's consent.

6. No tenant shall put or place any showcases or other articles in front of or affixed to any part of the exterior of its premises or the Building, or in the Public Areas.

7. No acids, vapors or other harmful materials shall be discharged, or permitted to be discharged into the waste lines, vents or flues of the Building. The water and wash closets and other plumbing fixtures shall not be used for any purposes other than those for which they were designed and constructed, and no sweepings, rubbish, rags, acids or other foreign substances shall be thrown or deposited therein. Nothing shall be swept or thrown into the Public Areas or other areas of the Building, or into or upon any heating or ventilating vents or registers or plumbing apparatus in the Building, or to any adjoining building or property, and all damage resulting from violation of this rule and the expenses of any breakage or stoppage, or of removing any debris, caused by any tenant, or the employees, agents, licensees or invitees of such tenant, shall be deemed Additional Rent under the Sublease and paid by such tenant. Any cuspidors or similar containers or receptacles shall be emptied, cared for and cleaned by and at the expense of such tenant.

8. No tenant shall mark, paint, drill or in any way deface any part of its premises or the Building. No boring, cutting or stringing of wires shall be permitted, except with the prior written consent of and as directed by Sublandlord. No telephone, telegraph or other wires or instruments shall be introduced into the Building by any tenant except in a manner approved by Sublandlord. No tenant shall install linoleum, or other similar floor covering, so that the same shall come in direct contact with the floor of its premises, and, if linoleum or other similar floor covering is desired to be used, an interlining of builder's deadening felt shall be first affixed to the floor, by a paste or other material, soluble in water, the use of cement or other similar adhesive material being expressly prohibited.

9. No tenant shall bring into or keep in or about its premises any bicycles, vehicles, animals (except seeing eye dogs), fish or birds of any kind.

10. No tenant shall make or permit any noise, including but not limited to, music, singing, whistling, the playing of musical instruments, recordings, radio or television, which in the reasonable judgment of Sublandlord, disturbs any other tenant in the Building. Nothing shall be done or permitted by any tenant which would impair or interfere with the use or enjoyment by any other tenant of any other space in the Building.

11. No tenant shall (a) do or permit to be done in its premises or bring into or keep in or about its premises anything which would impair or interfere with any of the Building Equipment or the services of the Building or the proper and economic heating, ventilating, air conditioning, lighting and operation thereof, or (b) bring into or keep in or about its premises electrical or other equipment of any kind which, in the judgment of Sublandlord, might cause any such impairment or interference. No tenant, nor the employees, agents, licensees or invitees of any tenant, shall at any time bring or keep upon its premises any inflammable, combustible or explosive fluid, chemical or substance.

12. No tenant shall (a) place or affix any additional locks or bolts of any kind upon any of the doors or windows of its premises or the Building, or (b) make any changes in locks or the mechanism

thereof. Duplicate keys for any tenant's premises and toilet rooms shall be procured only from Sublandlord, and Sublandlord may make a reasonable charge therefor. Each tenant shall, upon the expiration or sooner termination of the Sublease of which these Rules and Regulations are a part, turn over to Sublandlord all keys to stores, offices and toilet rooms, either furnished to, or otherwise procured by, such tenant, and in the event of the loss of any keys furnished by Sublandlord, such tenant shall pay to Sublandlord the cost of replacement locks. Notwithstanding the foregoing, any tenant may, with Sublandlord's prior consent, install a security system in its premises which uses master codes or cards instead of keys, provided that such tenant shall provide Sublandlord with the master code or card for such system.

13. All removals, or the carrying in or out of any safes, freight, furniture, packages, boxes, crates or any other object or matter of any description shall take place only during such hours and in such elevators as Sublandlord may from time to time determine, which may involve overtime work for Sublandlord's employees. Tenant shall reimburse Sublandlord for extra costs incurred by Sublandlord including but not limited to the cost of such overtime work. Sublandlord reserves the right to inspect all objects and matter to be brought into the Building and to exclude from the Building all objects and matter which violate any of these Rules and Regulations or the Sublease of which these Rules and Regulations are a part. Sublandlord may install, maintain and discontinue such security measures, systems and requirements as Sublandlord deems appropriate (including requiring any person leaving the Building with any package or other or matter to submit a pass, listing such package or object or matter, from the tenant from whose premises the package or object or matter is being removed), but the establishment and enforcement or nonenforcement or discontinuance of such measures, systems and requirements shall not impose any responsibility or liability on Sublandlord for the protection of any tenant for damages or loss arising from the admission, exclusion or ejection of any person to or from its premises. Sublandlord shall in no way be liable to any tenant for damages or loss arising from the admission, exclusion or ejection of any person to or from its premises or the Building under the provisions of this Rule 12 or of Rule 15 hereof.

14. No tenant shall use or occupy, or permit any portion of its premises to be used or occupied, as an office for a public stenographer or public typist that offers services to parties outside of the Building, or for the possession, storage, manufacture or sale of narcotics or dope or as a barber, beauty or manicure shop, telephone or telegraph agency, telephone or secretarial service or messenger service that offers services outside of the Building, travel or tourist agency, retail, wholesale or discount shop for sale of merchandise, retail service shop, hiring employment agency, classroom, company engaged in the business of renting office or desk space, or for a public finance (personal loan) business, or as a hiring employment agency, or as a stock brokerage board room. No tenant shall engage or pay any employee on its premises, except those actually working for such tenant on it premises, or any part thereof, or permit the Premises or any part thereof to be used as a restaurant, shop, booth or other stand, or for the conduct of any business or occupation which predominantly involves direct patronage of the general public, or for manufacturing, or for the sale at retail or auction of merchandise, goods or property of any kind.

15. Sublandlord shall have the right to prohibit any advertising or the use of any identifying sign by any tenant which, in the judgment of Sublandlord, tends to impair the appearance or reputation of the Building or the desirability of the office area as part of a mixed use building, and upon written notice from Sublandlord, such tenant shall refrain from and discontinue such advertising or identifying sign.

16. Sublandlord reserves the right to control and operate the public portions of the Building and the public facilities, as well as facilities furnished for the common use of the tenants, in such manner as it deems best for the benefit of the tenants generally, including, without limitation, the right to exclude from the Building, between the hours of 6 p.m. and 6 a.m. on business days and at all hours on Saturdays, except 8 a.m. to 1 p.m., Sundays and holidays, all persons who are not on Tenant's list of admittees submitted to the Building Manager's office. Sublandlord will furnish passes to persons for whom any tenant requests such passes. Each tenant shall be responsible for all persons for whom it requests such passes and shall be liable to Sublandlord for all acts of such persons. Any person whose presence in the Building at any time shall, in the judgment of Sublandlord, be prejudicial to the safety, character, security, reputation or interests of the Building or the tenants of the Building may be denied access to the Building or may be ejected from the Building. In the event of invasion, riot, public excitement or other commotion, Sublandlord may prevent all access to the Building during the continuance of the same by closing the doors or otherwise, for the safety of tenants and the protection of property in the Building.

17. Unless Sublandlord shall otherwise request, each tenant, before closing and leaving its premises at any time, shall use reasonable efforts to see that all lights in its premises are turned out. All entrance doors in its premises shall be kept locked by each tenant when its premises are not in use. Entrance doors shall not be left open at any time.

18. No tenant shall use its premises for lodging or sleeping or for any immoral or illegal purpose.

19. The requirements of tenants will be attended to only upon application at the office of the Building. Employees of Sublandlord shall not perform any work or do anything outside of their regular duties, unless under special instructions from Sublandlord.

20. Canvassing, soliciting and peddling in the Building are prohibited and each tenant shall cooperate to prevent the same.

21. The employees, agents, licensees and invitees of any tenant shall not loiter around the Public Areas or the front, roof or any part of the Building used in common by other occupants of the Building.

22. There shall not be used in any space, or in the Public Areas, either by any tenant or by others, in the moving or delivery or receipt of safes, freight, furniture, packages, boxes, crates, paper, office material or any other matter or thing, any hand trucks except those equipped with rubber tires, slide guards and such other safeguards as Sublandlord shall require. No hand trucks shall be used in passenger elevators.

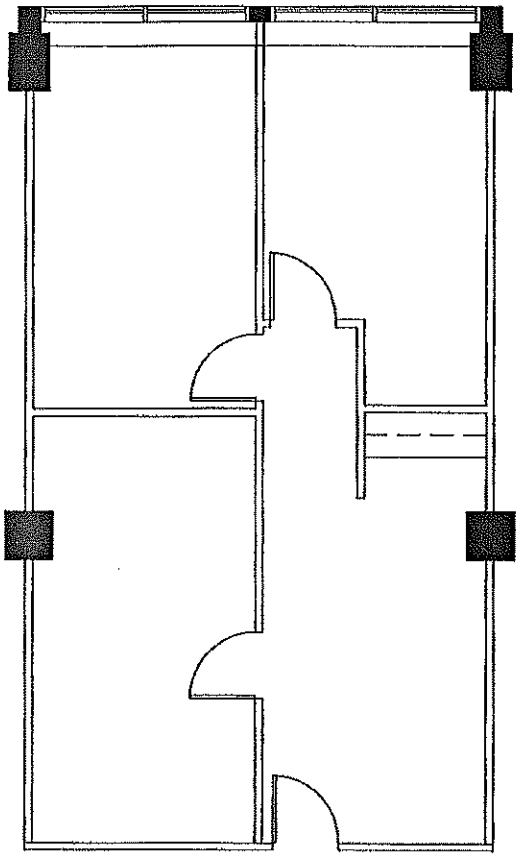
23. No tenant shall cause or permit any odors of cooking or other processes, or any unusual or objectionable odors, to emanate from its premises which would annoy other tenants or create a public or private nuisance. No tenant shall do, cause to be done or permit any cooking in its premises except as is expressly permitted in the Sublease of which these Rules and Regulations are a part.

24. All paneling, doors, trim or other wood products not considered furniture shall be of fire-retardant materials. Before installation of any such materials, certification of the material's fire-retardant characteristics shall be submitted to and approved by Sublandlord, and installed in a manner approved by Sublandlord.

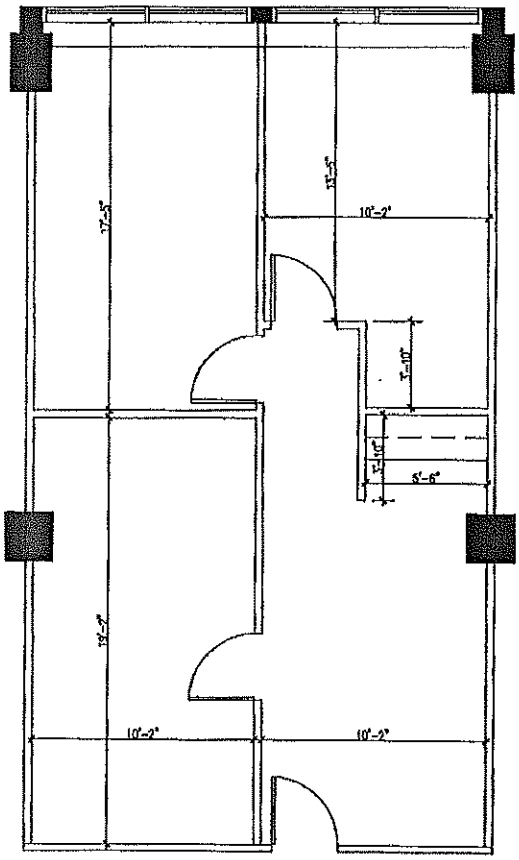
25. Whenever any tenant shall submit to Sublandlord any plan, agreement or other document for the consent or approval of Sublandlord, such tenant shall pay to Sublandlord, on demand, a processing fee in the amount of the reasonable fees for the review thereof, including the actual costs of the services of any architect, engineer or attorney employed by Sublandlord to review such plan, agreement or document.

26. Sublandlord reserves the right to rescind, alter, waive or add, as to one or more or all tenants, any rule or regulation at any time prescribed for the Building when, in the judgment of Sublandlord, Sublandlord deems it necessary or desirable for the reputation, safety, character, security, care, appearance or interests of the Building, or the preservation of good order therein, or the operation or maintenance of the Building, or the equipment thereof, or the comfort of tenants or others in the Building. No rescission, alteration, waiver or addition of any rule or regulation in respect of one tenant shall operate as a rescission, alteration or waiver in respect of any other tenant.

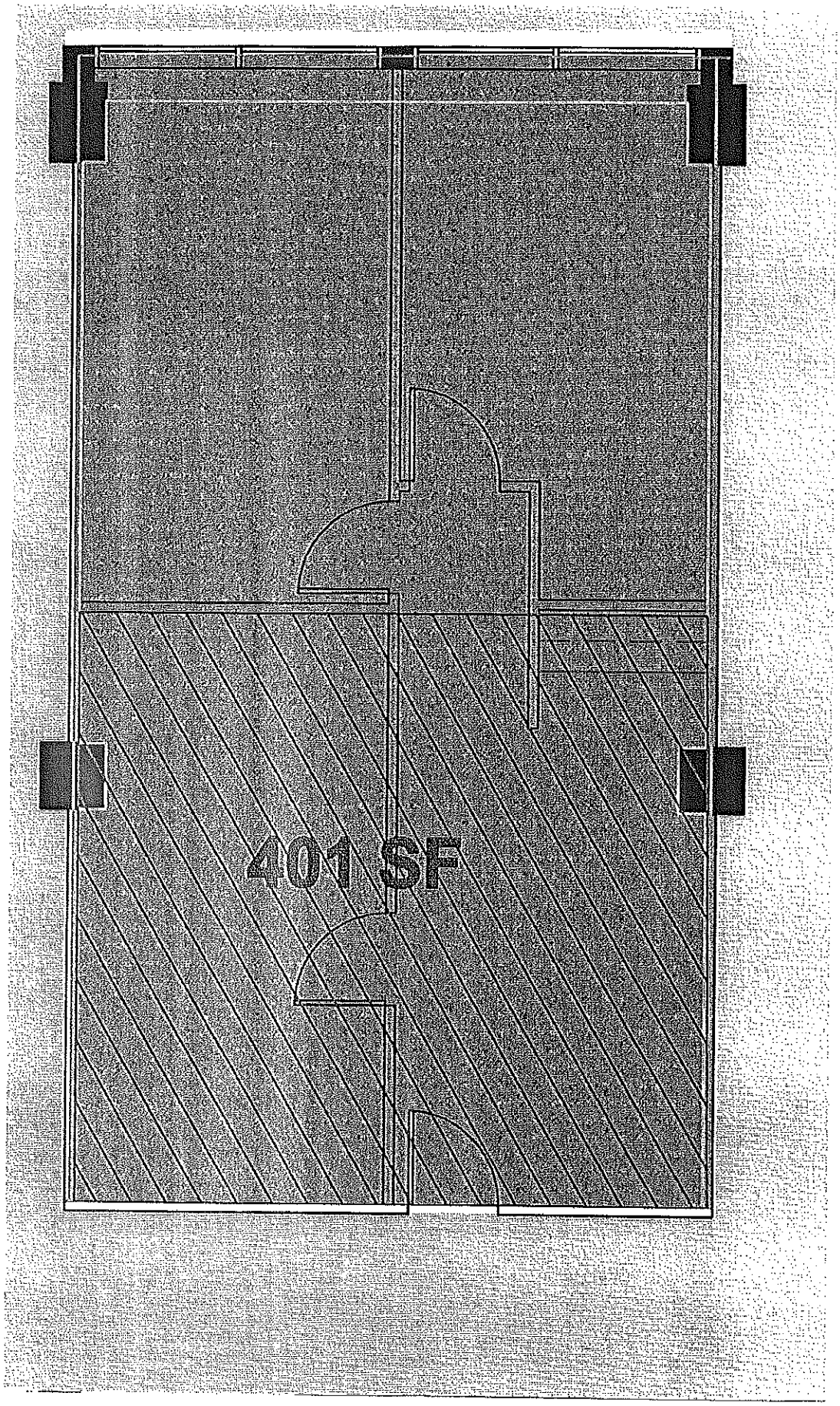
27. Any broadcasting done on the street level of the Building must not obstruct pedestrian traffic to the Building, or create any hazardous conditions for patrons of the Building (such as tripping hazards caused by loose wires). No filming of Building patrons is permitted. No broadcasting may be done in the Building plaza or lobby without the prior written consent of Sublandlord. No broadcasting may be done within ten (10) feet of the windows of the restaurant on the first floor of the Building, and broadcasters shall not block or disturb the entrance to the restaurant, or disturb any of the patrons of the restaurant.



STATE SERVICES ORGANIZATION
SUITE 370
973 RSF



STATE SERVICES ORGANIZATION
SUITE 370
973 RSF


401 SF