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OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

Agenda Item No. 8(F)(8)

Date: January 22, 2014

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

From: Carlos A. Gimenez
Mayor

Subject: Retroactive Lease Agreement between Miami-Dade County and Guardian Ad Litem through the State of Florida, Eleventh Judicial Circuit of Florida On County Property Located at Overtown Transit Village South, 601 NW 1 Court, Miami - Lease No. 01-3137-034-0010-L05

Resolution No. R-37-14

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached resolution authorizing the execution of a Retroactive Lease Agreement between the County and Guardian Ad Litem through the State of Florida, Eleventh Judicial Circuit of Florida (Guardian Ad Litem) at the Overtown Transit Village South located at 601 NW 1 Court, Miami, Florida. More specifically, the resolution does the following:

- Authorizes the leasing by Guardian Ad Litem of 19,117 square feet of air-conditioned office space in Overtown Transit Village South, with parking in common with other tenants; and
- Authorizes a lease term of ten years with two additional five year renewal option periods.
- Authorizes the sublease of portions of the premises to Voices For Children Foundation, Inc., a Florida Non Profit Corporation (Voices for Children).

Scope

The property is located in County Commission District 3, which is represented by Commissioner Audrey M. Edmonson.

Fiscal Impact/Funding Source

Guardian Ad Litem will pay the County $1.00 annually for the initial term and renewal term. The annual cost to the County to operate and maintain the space is approximately $500,000 and will be included in Juvenile Services' annual budgets. The funding source is the General Fund.

Track Record/Monitoring

The County has no record of negative performance issues with Guardian Ad Litem. Miguel de la Torre, Asset Management and Development Officer, Real Estate Development Division, Internal Services Department is the lease monitor.

Delegation of Authority

Authorizes the County Mayor or the County Mayor's designee to execute the attached Retroactive Lease Agreement and exercise the cancellation provisions and all other rights conferred therein.

Background

The Guardian Ad Litem is administered by the State of Florida Eleventh Judicial Circuit of Florida. They require administrative office space to continue their advocacy work for children being served by

the State Attorney's Office of the Eleventh Judicial Circuit of Florida, who also occupies space at Overtown Transit Village South for its Child Support Enforcement Program. The Lease Agreement allows Guardian Ad Litem to sublet space to Voices for Children under the same terms and conditions as this Lease Agreement. Voices for Children's mission is to help raise funds to ensure that every abused and neglected child in Miami-Dade County has a court-appointed Guardian Ad Litem and that financial assistance and other resources are available for their accompanying health, educational, and social needs.

The Guardian Ad Litem began occupying this space in Overtown Transit Village South in January 2012. It was originally believed that a formal lease agreement was not necessary due to the Guardian Ad Litem's operation being funded in Juvenile Services' budget. It was subsequently determined that a formal lease agreement would be required since Guardian Ad Litem is not a Miami-Dade County agency.

Additional Lease details are as follows:

LEASE TERM:	Ten years plus two additional five year renewal option periods.
EFFECTIVE DATES:	Commencing retroactively to January 1, 2012 and terminating ten years thereafter.
RENTAL RATE:	The rent for the each year of the initial ten year lease term and the two additional five year renewal options periods is $1.00.
LEASE CONDITIONS:	The County is responsible for all utilities, waste disposal services, parking lot, janitorial and custodial services, pest control, interior of the building and the structure of the building. Guardian Ad Litem is responsible for telephone and data services and the cost for electricity used after normal business hours.
CANCELLATION PROVISION:	The County may terminate this Lease Agreement at the County's sole discretion upon giving Guardian Ad Litem 90 days notice.

Edward Marquez
Deputy Mayor

MEMORANDUM
(Revised)

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

DATE: January 22, 2014

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

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

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. 8(F)(8)
1-22-14

RESOLUTION NO. R-37-14

RESOLUTION PURSUANT TO SECTION 125.38, FLORIDA STATUTES, APPROVING TERMS OF AND AUTHORIZING EXECUTION BY THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE OF A RETROACTIVE LEASE AGREEMENT BETWEEN THE COUNTY AND GUARDIAN AD LITEM THROUGH THE STATE OF FLORIDA ELEVENTH JUDICIAL CIRCUIT OF FLORIDA FOR CERTAIN COUNTY OWNED PROPERTY LOCATED AT OVERTOWN TRANSIT VILLAGE SOUTH, 601 NW 1 COURT, MIAMI, FOR PREMISES TO BE UTILIZED FOR ADMINISTRATIVE OFFICES FOR A RENTAL AMOUNT OF $1.00 PER YEAR WITH A FISCAL IMPACT TO THE COUNTY OF APPROXIMATELY $800,000 FOR TENANT IMPROVEMENTS AND $500,000 IN ANNUAL OPERATING AND MAINTENANCE COSTS AND AUTHORIZING SUBLEASE OF A PORTION OF SUCH PREMISES ON THE SAME TERMS AND CONDITIONS TO VOICES FOR CHILDREN FOUNDATION, A FLORIDA NON-PROFIT FOR PREMISES TO BE UTILIZED IN SUPPORT OF THE GUARDIAN AD LITEM NORMAL ACTIVITIES AND AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXERCISE ANY AND ALL OTHER RIGHTS CONFERRED THEREIN

WHEREAS, Pursuant to Section 14 Article V of the State Constitution the County is required to fund certain court related functions of the State, including the cost to lease office space for Guardian Ad Litem; and

WHEREAS, Guardian Ad Litem, through the State of Florida, Eleventh Judicial Circuit, has applied to the County to lease certain County-owned property, located at Overtown Transit Village South, 601 NW 1 Court Miami, to be utilized as administrative offices and consistent with its mission in support of the community interest and purposes for which it is organized; and

WHEREAS, the Lease Agreement allows Guardian Ad Litem to sublet a portion of the premises to Voices For Children Foundation, a Florida Non for Profit Corporation, for the purpose of assisting the Guardian Ad Litem with its mission of providing every abused and neglected child in Miami-Dade County with court appointed Guardian Ad Litem and that

financial assistance and other resources are available for their accompanying health, educational, and social needs; and

WHEREAS, the Board finds that, pursuant to Section 125.38, Florida Statues, such lease and sublease for such uses would promote community interest and welfare, that Guardian Ad Litem and Voices For Children Foundation do require the County owned property for such uses, and the property is not otherwise needed for County purposes; and

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference, including specifically the lease to the Guardian Ad Litem of the space for a ten year term with two-five year renewal option periods at the rents set forth in the lease,

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

Section 1. The foregoing recitals are incorporated herein and are approved.

Section 2. This Board hereby approves the terms of the Retroactive Lease Agreement between Miami-Dade County and Guardian Ad Litem through the State of Florida, Eleventh Judicial Circuit for premises to be utilized for administrative offices, for the ten-year term of the lease and the two-five year renewal option periods, all in substantially the form attached hereto and made a part hereof by this reference (the "Lease") this Board authorizes the sublease of a portion of the premises on the same terms and conditions to Voices For Children Foundation for premises to be utilized for fund raising in support of Guardian Ad Litem's mandate. This Board hereby authorizes the County Mayor or the County Mayor's designee to execute the lease for and on behalf of Miami-Dade County; and authorizes the County Mayor or the County Mayor's designee to exercise any cancellation provisions and all other rights conferred therein.

The foregoing resolution was offered by Commissioner **Xavier L. Suarez**, who moved its adoption. The motion was seconded by Commissioner **Lynda Bell** and upon being put to a vote, the vote was as follows:

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

The Chairperson thereupon declared the resolution duly passed and adopted this 22nd day of January, 2014. 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. GBK

Geri Bonzon-Keenan

601 NW 1st Court, MIAMI, FLORIDA

LEASE AGREEMENT

between

MIAMI-DADE COUNTY
Landlord

and

GUARDIAN AD LITEM
through
State of Florida, Eleventh Judicial Circuit of Florida
Tenant

OVERTOWN SOUTH

601 NW 1st Court, MIAMI, FL.

Guardian Ad Litem

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LEASE AGREEMENT

THIS LEASE AGREEMENT (this **"Lease"** or this **"Lease Agreement"**) is made as of the date it is executed by the last to sign of Landlord or Tenant (the **"Effective Date"**), by and between **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida, hereinafter called the **"Landlord,"** and **GUARDIAN AD LITEM** through the State of Florida, Eleventh Judicial Circuit of Florida, hereinafter called the **"Tenant."**

WITNESSETH:

Landlord, for and in consideration of the restrictions and covenants herein contained, hereby leases to Tenant and Tenant hereby leases from Landlord the Premises (as defined below) described as follows:

TO HAVE AND TO HOLD unto the said Tenant for a term of ten (10) years, commencing upon the Commencement Date described in Section 1.2 and expiring on the Expiration Date described in Section 1.2. The Commencement Date and Expiration Date are subject to adjustment pursuant to Section 1.2 below. For a total rental of One Dollar ($1.00) payable in advance to the Board of County Commissioners, c/o Internal Services Department, 111 N.W. Fist Street, Suite 2460, Miami, Florida 33128, or at such other place and to such other person as Landlord may from time to time designate in writing.

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

ARTICLE 1
PREMISES AND OTHER TERMS

1.1 Definition of Premises and Terms Describing Premises.

(a) The term **"Premises"** shall mean the entire 10th floor of the Building. Upon any expansion or reduction of the Premises pursuant to the terms of this Lease or other agreement of the parties, the term Premises shall be deemed to apply to such space as adjusted by such expansion or reduction. The Premises are more particularly shown and outlined on the space plans (**"Floor Plans"**) attached hereto as Exhibit **"A"** and made a part hereof. The actual Rentable Area for the Premises, the Building, or both, may vary.

(b) The term **"Building"** shall mean an office building of approximately 305,872 square feet of Rentable Area as hereinafter defined to be located at 601 NW 1st Court, Miami, Florida, and which shall be located on the Land.

(c) The **"Property"** shall mean the Building and Garage as defined in Sections 1.1(b) and 1.1(e) respectively.

(d) The **"Land"** shall mean the land upon which the Building and Garage are located, more particularly described on Exhibit "B", attached hereto and by this reference incorporated herein.

(e) The term **"Garage"** shall mean the parking garage located between the 601 and 701 NW 1st Court Buildings.

(f) The Premises shall include the appurtenant right to use, in common with others, public lobbies, entrances, stairs, corridors, elevators, and other public portions of the Building. All the windows and outside walls of the Premises, and any space in the Premises used for shafts, pipes, conduits, ducts, telephone ducts and equipment, electric or other utilities, sinks or other Building facilities, and the use thereof and access thereto through the Premises for the purposes of operation, maintenance, inspection, display and repairs are hereby reserved to Landlord. No easement for light, air or view is granted or implied hereunder, and the reduction or elimination of Tenant's light, air or view will not affect this Lease.

1.2 Term of Lease. The term of this Lease (the **"Term"**) shall commence (the **"Commencement Date"**) on January 1, 2012. The Term shall end at midnight on the last day of the one hundred and twentieth (120th) complete month following the Commencement Date, unless sooner terminated as herein provided and subject to extension pursuant to Article 19 of the Lease (the **"Expiration Date"**). This Lease shall be effective and enforceable upon its execution and delivery.

1.3 Lease Year. **"Lease Year"** as used herein shall mean (i) each and every twelve (12) month period during the Term of this Lease, or (ii) in the event of Lease expiration or termination, the period between the last twelve (12) month period and said expiration or termination. The first such twelve (12) month period shall commence on the Commencement Date.

1.4 Area of Premises of Building Rentable Area and Usable Area. In defining the area of the Premises and the Building:

(a) For all purposes of this Lease the quantity of square footage designated as "**Rentable Area**" shall be equal to the square footage designated as the Premises as described in Section 1.1(a) and in the attached Exhibit "A".

(b) The Rentable Area of the Building and the Premises, if ever become significant to the interpretation of this lease, shall be certified by Landlord's architect or other similarly qualified person in accordance with the 1996 Standard Method of Floor Measurement for Office Buildings as published by the Building Owners and Managers Association International (BOMA). If Tenant disagrees with Landlord's determination of the Rentable Area of the Premises or the Building, Tenant shall have the right, within thirty (30) days after Tenant receives Landlord's measurement to obtain a good faith determination of the measurement in question by an architect or other similarly qualified person of Tenant's choosing. If the determination of the measurement in question by the

architects or other similarly qualified people of the respective parties differ, the architects or other similarly qualified person shall each be provided with a copy of the determination of the other parties' architect. The two architects or other similarly qualified person shall meet within 10 days after receipt of each other's determinations and, within 20 days thereafter, proceed in good faith to resolve their differences and deliver to the parties a written determination satisfactory to both architects or other similarly qualified person. If they cannot resolve their differences and/or fail to deliver a written determination satisfactory to both architects or other similarly qualified person within said period, then within 14 days thereafter, both architects or other similarly qualified person shall agree to select a third architect or other similarly qualified person. Such third architect or other similarly qualified person shall have 30 days from the date he/she is selected to make such independent measurements and investigation is deemed as necessary and reasonable and to deliver to the parties a written determination. The determination of such third party architect or other similarly qualified person will be final, binding and non-appealable. Each party shall bear the costs of fees of its architect or other similarly qualified person and both parties shall share equally in the costs of the third architect or other similarly qualified person.

1.5 Use of Premises. Subject to and limited by Section 1.6 below, the Premises shall be used by Tenant for offices which will necessarily entail services performed for the general public, in compliance with the Rules and Regulations attached hereto as Exhibit **"C"**.

1.6 Restrictions on Use. Tenant shall use the Premises for the purposes stated in Article 1.5 and for no other purpose or use whatsoever. Notwithstanding the foregoing, Tenant shall not use the Premises for any illegal purpose, nor violate any statute, regulation, rule or order of any governmental body in its use thereof, nor create or allow to exist any nuisances or trespasses, nor do any act in or about the Premises or bring anything onto or into the Premises which will in any way increase the rate of insurance on the Premises nor deface (i.e., destroy or mar the appearance of) or injure the Premises or overload the floors of the Premises. The Premises may be used for general office use only, and shall not be used for the following purposes (the **"Restricted Uses"**): retail (except as described below), storage (except storage of office files), medical and health services (except for office use only), treatment or correctional center, call center, center specializing in biotechnical, biological, chemical or contagious diseases or studies thereof, or any other use which would be in contravention of or obnoxious to other tenants utilizing the Building for the allowed general office use. In addition, Tenant shall not use any of its Premises for retail use except for vending machine areas and food service required to service its employees. In addition, Tenant, in the normal course of business, shall be entitled to use any of the Premises to deal directly with the public in its use of the Premises as offices in the normal course of Tenant's business, and such area shall not be considered as a "retail" use.

ARTICLE 2
CONDITION AND DELIVERY OF PREMISES

2.1 Good Repair. Landlord, at its own expense, shall cause the Premises to be in a state of good repair and suitable for usage by Tenant, as of the Commencement Date, subject to the provisions of ARTICLE 18, **"Improvements."**

2.2 Tenant's Property. Upon or prior to the termination of this Lease, Tenant shall remove from the Premises and the Building all furniture, fixtures, equipment and other property and peaceably surrender the Premises to Landlord in the same condition as on the Premises Delivery Date, normal wear and tear excepted. Such property of Tenant not so removed from the Premises or the Building upon the termination of this Lease – within ten (10) business days of such termination shall be considered abandoned by Tenant and may, at Tenant's expense, be disposed of by Landlord in any manner whatsoever without accounting to Tenant for same or being liable in any way to Tenant for such disposition. Upon surrender of possession of the Premises, Tenant shall deliver to Landlord all keys to the Premises. This obligation to remove, repair and/or reimburse Landlord shall survive expiration or termination of this Lease.

ARTICLE 3
RENT, UTILITIES AND TENANT'S SHARE OF OPERATING EXPENSES

3.1 Rent. The term **"Rent"** or **"rent"** shall mean, collectively, all normal building costs including the following amounts payable or to become payable under the term of this Lease: Base Rental, Rental Adjustment, Operating Expense Payment, Rent for Partial Months, Reimbursable Costs, Tenant's Percentage Share, Parking charges and Property Taxes. The total annual rent for the first lease year and for each lease year thereafter, including the two (2) five (5) year renewal option periods, shall be One Dollar and 00/100 ($1.00) payable in advance to the Board of County Commissioners, c/o Internal Services Department 111 N.W. first street, Suite 2460, Miami, Florida 33128-1907

ARTICLE 4
MAINTENANCE

4.1 Standard Maintenance by Landlord. Landlord agrees as to the importance of keeping the Building and Premises in proper repair and therefore agrees to keep at least one (1) full time maintenance person at the Building during normal business hours, (8:00 AM-5:00 PM) Monday through Friday herein, and, subject to ordinary wear and tear, to provide, repair or replace, as necessary, and maintain and keep in good repair, condition, and appearance, during the term of this Lease Agreement or any extension or renewal thereof, the exterior elements of the Building and the following:

(a) Plumbing (including unclogging sinks and toilets unless clogged by the negligence or intentional misuse by Tenant or its employees or visitors) and electrical lines, fixtures, ballasts, light bulbs and tubes and equipment;

(b) Stairways, elevators, and lavatories;

(c) Air-conditioning and heating equipment;

(d) Roof (including roof leaks);

(e) Windows, doors, and frames;

(f) Fire equipment, including inspection as required by applicable fire codes, and alarm systems to the extent they serve the Building but not the Premises in which separate systems are installed for Tenant's exclusive use;

(g) Common-use Hallways that are not located on floors leased entirely by a single tenant and are used as public areas or used in common by more than one tenant;

(h) Extermination services; and

(i) Water for drinking, lavatory and toilet purposes subject to the third party water provider providing water to the Property.

4.2 Other Maintenance by Landlord. Landlord shall further maintain in good order and repair, subject to normal wear and tear, casualty to and condemnation of the Building (excluding the Premises and other portions of the Building leased to other tenants), public areas, parking and landscaped areas, elevators, stairs, hallways and corridors on floors leased by more than one tenant, common restrooms (meaning restrooms on floors leased by more than one tenant), the mechanical, plumbing and electrical systems and the structure itself (including, but not limited to, the glass exterior surfaces of the Premises, which shall be washed not less often than two times per year). The cost of any repairs or maintenance to the foregoing necessitated by the deliberate acts, omissions or negligence of Tenant, or its agents, employees, contractors, invitees, licensees, tenants or assignees, however, shall be reimbursed by Tenant to Landlord as additional rental.

4.3 Services. Landlord shall perform or cause to be performed in the Premises during the term of this Lease Agreement (except for Saturdays, Sundays, and Holidays) after 5:00 p.m. the following services: cleaning and janitorial services described on Exhibit "E" attached hereto. Notwithstanding the foregoing, the Landlord shall use its best efforts to accommodate the Tenant's requirement to have a portion of its premises cleaned during the hours of 9:00 a.m. to 5:00 p.m. Any additional costs directly attributable to these special service times shall be in addition to the Base Rent charged to the Tenant. Tenant also acknowledges that services provided during these special service times is limited to superficial cleaning of the premises and is subject to working conditions.

4.4 Notice to Landlord to Repair. Upon the failure of Landlord to commence to effect repairs pursuant to this Lease Agreement after receipt of five (5) business days' written notification to do so by Tenant unless more time is necessary under the circumstances to complete the repair, Tenant may cause the repairs to be made and invoice Landlord for its actual, reasonable costs incurred (such invoice due payable within thirty (30) days of Landlord's receipt thereof). During the term of this Lease Agreement or any extension thereof, if, in Tenant's reasonable judgment an emergency condition exists which materially and adversely poses an immediate risk of harm to persons or property with respect to a condition for which the Landlord is obligated to maintain, and if after reasonable notice under the circumstances, Landlord fails to repair same promptly, Tenant may make such repairs and invoice Landlord for its reasonable, actual costs, such invoice due and payable within thirty (30) days of Landlord's receipt thereof. All of the aforesaid repairs shall be made with reasonable diligence and in a good and workmanlike manner.

4.5 Tenant Maintenance. Except for services as described in this Section 4, Tenant shall be responsible at its sole expense to maintain all the interior of the Premises, ordinary wear and tear excepted, and to repair and replace all items other than the above described items. Tenant shall at its own expense keep the Premises in good repair and tenantable condition,

ordinary wear and tear excepted, and indemnify Landlord against any loss, damage or expense arising by reason of any failure of Tenant so to keep the Premises in good repair and tenantable condition or due to any act, omission or negligence of Tenant, its agents, employees, contractors, invitees, licensees, tenants or assignees. If Tenant fails to perform, or cause to be performed, such maintenance and repairs, then at the option of Landlord, in its reasonable sole discretion, any such maintenance or repair may be performed or caused to be performed by Landlord and the cost and expense thereof charged to Tenant, and Tenant shall pay the amount thereof to Landlord on demand as additional rental. This obligation shall survive termination or expiration of this Lease.

4.6 Furniture Fixtures and Equipment. It is expressly understood and agreed that subject to Articles 4.1, 4.2 and 4.3 above, unless specific arrangements are made which may include additional cost, the Landlord is not responsible for the repair, replacement or maintenance of any of the Tenant's property which shall include, but not be limited to, Tenant's IT equipment or office furniture and fixtures and equipment. Tenant should be aware that the repair, replacement and maintenance of these items should be covered by separate contract with the appropriate vendors.

4.7 Legal Compliance. Tenant shall comply, at its own expense, with all statutes, regulations, rules, ordinances and orders of any governmental body, department or agency thereof which apply to or result from Tenant's specific use or occupancy of the Premises and shall abide by and observe the Rules and Regulations attached to this Lease as Exhibit "C" and such other rules and regulations for the use, occupancy or operation of the Building as may hereafter be reasonably established in writing by Landlord, as amended from time to time by Landlord and which apply to all Tenants of the Building.

4.8 Building Alterations. If, in order to maintain the Building as an office building or otherwise, Landlord shall be required by any governmental authority to repair, alter, remove, construct, reconstruct or improve any part or all of the Building or Premises, Tenant's obligations under this Lease will not be affected and Tenant waives all claims for injury, damage or abatement of Rent because of such repair, alteration, removal, interruption of utility services, construction, reconstruction or improvement, or lack thereof unless the same is due to Landlord's gross negligence or willful misconduct and as long as Tenant's use is not materially impaired for at least five (5) business days.

ARTICLE 5
ALTERATIONS BY TENANT

5.1 Tenant may not make any alterations, additions, or improvements in or to the Premises without the written consent of Landlord not to be unreasonably withheld or delayed. All additions, fixtures, or improvements (except but not limited to store and office furniture and fixtures which are readily removable without injury to the Premises) shall be and remain a part of the Premises at the expiration of this Lease Agreement. Subject to the above, any removable partitions installed for or by Tenant within the Premises shall remain Landlord's property until the expiration of the 10th year of the Term. Only after the expiration of the 10th year of the Term may the Tenant, upon either the expiration of any renewal or cancellation for the reason(s) outlined in Article 23 hereof, take any removable partitions, provided Tenant repairs any damage

to the Premises and the Building caused thereby, subject to ordinary wear and tear. Tenant's obligation to repair shall survive expiration or termination of this Lease.

ARTICLE 6
DAMAGE, DESTRUCTION AND INSURANCE

6.1 Damage and Destruction.

(a) If the Building or Premises is damaged partially or wholly by fire, the elements, act of God or other casualty, and if such damage cannot, in Landlord's reasonable estimation, be materially restored within three hundred sixty five (365) days of such damage, then Landlord may, at its sole option, terminate this Lease as of the date of such fire or casualty and the Lease Term shall end on such date as if that date had been originally fixed in this Lease for the expiration of the Lease Term. Landlord shall exercise its option provided herein by written notice to Tenant within sixty (60) days of such fire or other casualty, and all parties shall be released of all obligations except for accrued rent and those obligations that specifically survive cancellation or termination hereunder.

(b) If this Lease is not terminated pursuant to subsection (a) above, then Landlord shall proceed with all due diligence to repair and restore the Building or Premises, as the case may be (except that Landlord may elect not to rebuild, and thus terminate this Lease, if such damage occurs during the last year of the Lease Term or if the term is extended beyond the initial Lease Term, an extension term properly exercised pursuant to Article 19, and regardless of any term extension option which is unexercised at the date of occurrence of the casualty), to the extent of insurance proceeds. Landlord's obligation to restore the Premises under the preceding sentence may be discharged, in Landlord's discretion, by Landlord's restoration of the Premises to the base building condition as it substantially existed on the Premises Delivery Date. Landlord shall use reasonable efforts to pursue the substantial completion of any restoration efforts in a timely manner. In the event that Landlord shall fail to complete such repairs and material restoration within a period not to exceed twenty-four (24) months after the date of such damage and Tenant's use and enjoyment of the Premises is then materially impaired by the uncompleted restoration, Tenant may at its option and as its sole remedy terminate this Lease by delivering written notice to Landlord, whereupon the Lease shall end on the date of such notice as if the date of such notice were the date originally fixed in this Lease for the expiration of the term hereof; provided, however, that if construction is delayed because of changes, deletions or additions in construction requested by Tenant, or because of strikes, lockouts, casualties, acts of God, war, material or labor shortages, governmental regulation or control or other causes beyond the control of Landlord, the period for restoration, repair or rebuilding shall be extended for the amount of time Landlord is so delayed. In no event shall Landlord be required to rebuild, repair or replace any personal property, equipment or trade fixtures which belong to Tenant except for items which have been paid for by the Tenant but by their nature have become the property of the Landlord and are covered by Landlord's insurance.

(c) If this Lease is not terminated by Landlord pursuant to this Article 6 and if the Premises are unfit for occupancy in whole or in part following such damage, all Base Rental (as annually adjusted) and all Operating Expenses (as annually adjusted) payable during the period in which the Premises are unfit for occupancy, shall abate and Tenant's Percentage Share shall be reduced in proportion to the number of square feet of Rentable Area of the premises rendered unusable by such damage; provided, however, that no such abatement and reduction shall be made under the provisions of this subsection (c) in the event such damage shall have been caused through the negligence, acts or omissions of Tenant, its agents, employees, contractors, invitees, licensees, tenants or assignees.

(d) In the event of any damage or destruction to the Building or the Premises, Tenant shall, upon notice from Landlord, remove forthwith, at its sole cost and expense, such portion or all of the property belonging to Tenant (other than partitions, fixtures, additions and similar improvements), from such portion or all of the Building or the Premises as Landlord shall request, and Tenant agrees to indemnify and hold Landlord harmless from any loss, liability, costs and expenses, including, without limitation, attorneys' fees at all levels, arising out of any claim of damage or injury as a result of any alleged failure to secure properly the Premises prior to such removal.

(e) If any such casualty stated in this Article 6 occurs, Landlord shall not be liable to Tenant for inconvenience, annoyance, loss of profits, expenses or any other type of injury or damage resulting from the repair of any such damage, or from any repair, modification, arranging or rearranging of any portion of the Premises or any part or all of the Building or for termination of this Lease as provided in this Article 6.

6.2 Insurance.

(a) If not self-insured, Tenant agrees to carry fire and extended coverage insurance insuring Tenant's interest in its improvements and betterments to the Premises and any and all furniture, equipment, supplies and other property owned, leased, held or possessed by it and contained therein, such insurance coverage to be in an amount equal to the full insurable value of such improvements and property.

(b) If not self-insured, Tenant also agrees to carry a policy or policies of worker's compensation and commercial general liability insurance, including, without limitation, personal injury and property damage, with contractual liability endorsement, in the amount for property damage and Five Million Dollars ($5,000,000.00) per occurrence for personal injuries or deaths of persons occurring in or about the Premises, as well as personal property insurance on all furniture, fixtures and equipment and all other personal property in the amount of the full replacement value thereof. Said policies shall: (i) name Landlord as an additional named insured and insure Landlord's contingent liability under this Lease, (ii) be issued by an insurance company which is

reasonably acceptable to Landlord and licensed to do business in the State of Florida, and (iii) provide that said insurance shall not and may not be canceled unless thirty (30) days prior written notice shall have been given to Landlord. Said policy or policies, or certificates thereof, shall be delivered to Landlord by Tenant upon commencement of the term of the Lease and upon each renewal of said insurance. The Tenant and Landlord agree periodically to amend this subsection to increase the amount of insurance to reflect a commercially reasonable level for similarly situated Buildings and Premises. The modified amount of insurance shall be mutually agreed upon by Landlord and Tenant who each covenant to act in good faith in connection with this subparagraph.

(c) If not self-insured, Tenant shall obtain from its insurers under all policies of fire, theft, public liability and other insurance maintained by it at any time during the term of this Lease insuring or covering the Building or any portion thereof or operations therein, a waiver of all rights of subrogation which the insurer might have against Landlord, and Tenant shall indemnify Landlord against any loss or expense, including, but not limited to, reasonable attorney's fees at any level, resulting from the failure to obtain such waiver.

(d) Notwithstanding anything to the contrary herein contained, pursuant to Section 768.28, Florida Statutes, the Tenant shall have the option to maintain self-insurance and/or provide or maintain any insurance required by Tenant under this Lease under blanket and/or broad form insurance policies maintained by Tenant. The right of Tenant to self-insure or maintain insurance pursuant to this Section 6.2(d) shall be subject to Tenant having in force and effect a plan of self-insurance adequate to provide coverage equal to the policies described in this Section 6.2 without being limited by any other provision of this Lease or by any statute, law, code, rule, or regulation of any type. Any self-insurance shall be deemed to contain all of the terms and conditions applicable to such insurance as required in this Lease, including, without limitation, a full waiver of subrogation only to the extent of Section 768.28 Florida Statutes. If Tenant elects to so self-insure, then with respect to any claims which may result from incidents occurring during the Lease Term, such self-insurance obligation shall survive the expiration or earlier termination of this Lease to the same extent as the insurance required would survive. If, after electing to self-insure or maintain insurance pursuant to this Section 6.2(d), Tenant fails to maintain said self-insurance coverage, and evidence to Landlord's reasonable satisfaction of the fulfillment of Tenant's obligations under this Section 6.2(d), Landlord shall have the right, after written notice to Tenant, to procure such insurance and Tenant shall promptly reimburse Landlord for the cost thereof.

ARTICLE 7
DISABLED INDIVIDUALS

7.1 Americans With Disabilities. Landlord shall be responsible to ensure that the Building and all common areas shall be constructed in accordance with the requirements for disabled individuals contained in the Americans with Disabilities Act of 1990 (the **"ADA"**) and

Section 553.501 et seq. of the Florida Statutes, as presently written and in effect on the Commencement Date of the Lease.

7.2 Construction Compliance. Landlord shall further be responsible to ensure that the Base Improvements and access to the Premises thereto, including but not limited to rest rooms, hallways, entryways to the street, and accessible parking, shall be initially constructed in compliance with the accessibility standards for government programs contained in the ADA and of Section 553.501 et seq. of the Florida Statutes (collectively, **"ADA Requirements"**), that the Base Improvements and access thereto shall be constructed in accordance with said requirements. Landlord agrees to correct any and all violations of the obligations of Landlord under this Section 7.2 within thirty (30) days of written notice by Tenant of the existence of the same, provided that; if such violations cannot feasibly be corrected within said thirty (30) day period then Landlord agrees to commence such repairs within said thirty (30) day period and to diligently pursue the completion of the same within a reasonable period thereafter. After occupancy of the Premises, Tenant shall be responsible to maintain the Premises in compliance with ADA Requirements.

7.3 Changes to Premises. Landlord recognizes and agrees that, throughout the term of the Lease Agreement, Tenant may in its discretion change its employees or programs which operate from the Premises. Landlord agrees that Tenant may, at Tenant's expense, make such changes to the Premises or the access thereto as may be required by Tenant to accommodate disabled individuals or to provide program accessibility in connection with any such change in Tenant's programs or work force, or to comply with enactments under the ADA requirements. Any such alterations shall not be undertaken until Landlord has been provided a set of plans and specifications and a description of the reason for making such alterations.

7.4 Post-Commencement Date Requirements. With respect to ADA Requirements enacted after the Commencement Date, Landlord shall remain responsible to maintain the Building and Common Areas in compliance with the ADA Requirements, subject to reimbursement by Tenant of Tenant's share of all costs and expenses incurred in connection with such post-Commencement Date ADA Requirements.

7.5 City/County Requirements. Notwithstanding the foregoing, Landlord is not responsible to make alterations to comply with changes in legal requirements of the City of Miami or Miami/Dade County, Florida, unless such changes apply uniformly to all similar high-rise office buildings within the applicable jurisdiction(s). In addition, Landlord shall, at Tenant's sole cost, make such changes as are necessary to comply with changes in legal requirements of the City of Miami or Miami/Dade County if such changes do not uniformly apply to all similar high-rise office buildings within the applicable jurisdictions.

ARTICLE 8
NO LIABILITY FOR TENANT'S PROPERTY

8.1 All property placed or moved in the Premises above described shall be at the risk of Tenant or the owner thereof. Landlord shall not be liable to Tenant for any and all furniture, fixtures, equipment and other property placed or moved into the Premises or for any damage to said property unless caused by or due to gross negligence or willful misconduct of Landlord, Landlord's agents, invitees or employees.

ARTICLE 9
SIGNS

9.1 All of Tenant's signs located within the interior or exterior of Tenant's Premises, which are visible from outside the Premises (i.e. any elevator lobby area, Common Area, or from outside the Building), will be of a design and size to be first approved by Landlord (such approval not to be unreasonably withheld), the cost of painting and installation to be paid by Tenant. All signs shall be removed by Tenant at termination of this Lease Agreement and any damage or unsightly condition caused to the building because of or due to said signs shall be corrected or repaired by Tenant to the reasonable satisfaction of Landlord.

ARTICLE 10
LANDLORD'S RIGHT OF ENTRY

10.1 Landlord or any of its agents shall have the right to enter Premises during all reasonable working hours, upon the giving of twenty-four (24) hours' prior notice, unless an emergency exists in which case Landlord can enter at any time without notice, to examine the same or to make such repairs, additions, or alterations as may be deemed necessary for the safety, comfort, or preservation thereof of the Building or to exhibit the Premises to prospective purchasers, lenders, or, during the last year of the then-current lease term, prospective tenants, and to put or keep upon the doors or windows thereof a notice **"FOR RENT"** at any time within one (1) year before the expiration of this Lease Agreement, unless an emergency exists in which case Landlord can enter at any time without notice.

ARTICLE 11
LIABILITY FOR DAMAGE OR INJURY

11.1 Tenant shall not be liable for any damage or injury which may be sustained by any party or person on the Premises other than (i) to the extent of any insurance or self-insurance coverage as provided in Section 6.2; and/or (ii) resulting from the damage or injury caused by the acts, omissions, or negligence of Tenant, its agents, licensees, invitees or employees as limited by Article 14 of this Lease.

ARTICLE 12
PEACEFUL POSSESSION

12.1 Subject to the terms, conditions, and covenants of this Lease Agreement, Landlord agrees that Tenant shall and may peaceably have, hold, and enjoy the Premises, without hindrance or molestation by Landlord unless Landlord is fulfilling its duties under Lease.

ARTICLE 13
SURRENDER OF PREMISES

13.1 Tenant agrees to surrender to Landlord at the end of the term of this Lease Agreement, or any extension thereof, the Premises in as good condition as the Premises were at the beginning of the term of this Lease Agreement, ordinary wear and tear excepted.

ARTICLE 14
INDEMNIFICATION, HOLD HARMLESS AND LIMITATION OF LIABILITY

14.1 Florida Statutory Indemnity. Tenant does hereby agree to indemnify and hold harmless the Landlord to the extent and within the limitations of Section 768.28, Florida Statutes, subject to the provisions of that Statute whereby the Tenant shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of $200,000, or any claim or judgments or portions thereof, which, when totaled with all other occurrence, exceeds the sum of $300,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise solely as a result of the negligence of the Tenant. However, nothing herein shall be deemed to indemnify the Landlord from any liability or claim arising out of the negligent performance or failure of performance of the Landlord or any unrelated third party. Notwithstanding anything in this Lease to the contrary, this Section shall not limit Tenant's obligations under Section 6.2 hereof nor limit Tenant's liabilities to indemnify Landlord pursuant to this Section for items which would be covered by self-insurance of Tenant under Section 6.2.

ARTICLE 15
ASSIGNMENT AND SUBLETTING

15.1 Landlord's Consent Required. Tenant shall not assign this Lease Agreement or any part thereof or sublet all or any part of the Premises, except as permitted in Article 15.2

15.2 Notwithstanding the terms of Article 15.1 of the lease, Landlord and Tenant agree that Tenant may sublease portions of the Premises to Voices For Children Foundation, Inc. A Florida Non Profit Corporation, subject to and under the same terms and conditions as this Lease Agreement.

ARTICLE 16
SUCCESSORS IN INTEREST

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

ARTICLE 17
NOTICES

17.1 It is understood and agreed between the parties hereto that written notices shall be sent by

(i) certified or registered mail, return receipt requested, first class, postage prepaid (deemed effectively received five (5) days after being sent); or

(ii) by a nationally recognized overnight courier (deemed effectively received the day after being sent); or

(iii) by local hand delivery (deemed effective the day delivered), each postage prepaid and addressed as follows:

LANDLORD:

Miami-Dade County
c/ Internal Services Department
Real Estate Development Division
111 N.W. First Street, Suite 2460
Miami, Florida 33128
Attention: Director

With a copy of all notices to:

County Attorney
111 NW 1st Street,
28th Floor
Miami, Florida 33128

TENANT:

Guardian ad Litem
601 NW 1st Court
10th floor
Miami, FL 33136

Said delivery shall constitute sufficient notice to Tenant and Landlord to comply with the terms of this Lease Agreement. Notices provided herein in this paragraph shall include all notices required in this Lease Agreement or required by law.

ARTICLE 18
IMPROVEMENTS

18.1 Tenant Improvements.

Landlord and Tenant agree that it is the intent of the Landlord to provide the Tenant with the Premises in "turnkey" condition at the Commencement Date.

(a) Landlord anticipates that it will substantially complete all tenant improvements as set forth on Overtown Transit Village South Plan, subject to delays arising from circumstances beyond Landlord's reasonable control. Tenant Improvements to the Premises shall be deemed completed and accepted by Tenant if after a year after the commencement date the Tenant has not notified the Landlord of any deficiencies.

18.2 Discharge of Liens.

Tenant is not authorized to contract for or on behalf of Landlord for work on or the furnishing of materials to the Premises or any other part of the Building (except in event of default by Landlord, but even in such event not in the name of Landlord). Tenant shall discharge of record by payment, bond or otherwise, within ten (10) days subsequent to the date of its receipt of notice thereof from Landlord, any mechanic's, laborer's or similar lien filed against the Premises or the Building for work or materials claimed to have been furnished at the instance of Tenant. If Tenant shall fail to cause such lien or claim of lien to be so discharged or bonded within such period, in addition to any other right or remedy it may have, Landlord may, but shall not be obligated to, discharge the same by paying the amount claimed to be due or by procuring the discharge of such lien or claim by deposit in court or bonding, and in any such event, Landlord shall be entitled, if Landlord so elects, to compel the prosecution of any action for the foreclosure of such lien or claim by the claimant and to pay the amount of the judgment, if any, in favor of the claimant, with interest, costs and allowances. Tenant shall pay as additional rental on demand from time to time any sum or sums so paid by Landlord and all costs and expenses incurred by Landlord, including, but not limited to, reasonable attorneys' fees at any level in processing such discharge or in defending any such action. As is permitted by Florida Statutes, Section 713.10, notice is hereby given that Landlord shall not be liable for any work performed or to be performed at the Premises for Tenant or any subtenant, or any material furnished or to be furnished at the Premises for Tenant or any subtenant, upon credit, and that no construction or other lien for such work or materials shall attach to or affect the estate or interest of Landlord in and to the Premises. Tenant shall be required to obtain a Performance and Payment bond for any and all work performed by Tenant or Subtenant or any of its agents in accordance with Florida Statute Section 255.05.

ARTICLE 19
OPTION TO EXTEND

19.1 Exercise of Option. Provided Tenant is not in Default under this Lease Agreement, Tenant is hereby granted two (2), five (5) year options to extend the term of this Lease Agreement pursuant to the following terms and conditions:

(a) The periods of extension for the extension options shall be five (5) years each, commencing on the day after the Expiration Date and ending on the fifth (5th) anniversary of the then current Expiration Date (such options being hereinafter referred to as the **"Extension Options"** and the periods hereinafter referred to as the **"Extension Periods"**).

(b) In order to be effective, Tenant must exercise the Extension Option by written notice to Landlord given at least one (1) year before the then current Expiration Date. The parties hereto can mutually waive this provision, each in their sole discretion if they so choose, but Landlord's waiver must be in writing.

(c) The Extension Options shall be applicable to the entire Premises, as it may have been reduced or expanded from time to time pursuant to the terms of the Lease.

(d) The terms and conditions of the Lease, as it may have been amended from time to time, shall remain in full force and effect during the Extension Periods.

(e) After the Landlord has received the written request of Extension of Term, at Landlord's request, Tenant agrees to enter into an amendment to the Lease to document the exercise of an Extension Option at least thirty (30) days prior to the commencement date of an Extension Period; provided, however, failure to enter into such amendment by Tenant shall not affect, limit or abrogate the obligations of Tenant or Landlord under this Section.

19.2 Restrictions. Notwithstanding anything in this Paragraph to the contrary, Tenant shall have no right to exercise an Extension Option under this Paragraph, nor shall Landlord have any obligation to enter into a lease for the Extension Period with Tenant, at any time during which either

(a) Tenant is in Default or a Default exists with respect to Tenant under the Lease, or

(b) the Lease is not in full force and effect.

ARTICLE 20
HEATING, VENTILATION, AIR-CONDITIONING AND OTHER SERVICES

20.1 Services. Provided Tenant is not then in Default under this Lease, Landlord agrees to provide to Tenant, as Landlord and Tenant deem reasonably necessary, the following services:

(a) General cleaning and janitorial service required as a result of normal, prudent use of the Premises and only on Mondays through Fridays, inclusive, with New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and such other holidays which are observed regionally or nationally

by both Landlord and Tenant (herein collectively called the **"Holidays"**) excepted (such services being described on Exhibit "E" attached hereto);

(b) Heating and air-conditioning service (i.e., the Premises will be heated or air-conditioned) daily on Mondays through Fridays, inclusive, with Holidays excepted, from 6:30 A.M. to 9:00 P.M. and on Saturdays, if not a Holiday, from 7:30 A.M. to 5:30 P.M. Should Tenant desire either heating or air-conditioning at such reasonable times when such services are not furnished by Landlord under the terms of this Lease, Landlord shall furnish such services as requested by Tenant upon not less than twenty-four (24) hours' notice;

(c) Elevator service daily on Mondays through Fridays, inclusive, with Holidays excepted, from 6:30 A.M. to 9:00 P.M. and on Saturdays, if not a Holiday, from 7:30 A.M. to 5:30 P.M. At least two elevators shall be operative at all other hours;

20.2 Non-Building Standard Items. Tenant shall not, without Landlord's prior written consent in each instance, connect any items such as non-building standard Tenant lighting, vending equipment, auxiliary air conditioners and other not personal computer-related equipment to the Building's electrical system, or make any alteration or addition to the system. Tenant may request Landlord to provide such supplemental power or circuits to the Premises, which request Landlord may grant or withhold in its reasonable discretion. If Landlord furnishes such power or circuits, Tenant shall pay Landlord, on demand, the cost of the design, installation and maintenance of the facilities required to provide such additional or special electric power or circuits, and the cost of all electric current so provided at a rate not to exceed that which would be charged by the applicable Florida power company, or its successor, if Tenant were a direct customer thereof. Landlord may require separate electrical metering of such supplemental electric power or circuits to the Premises, and Tenant shall pay, on demand, the cost of the design, installation and maintenance of such metering facilities. In no event shall Tenant have access to any electrical closets in the Building, it being agreed that any electrical engineering design or contract work (over and above such work to be done as part of the Base Improvements) shall be performed at Tenant's expense by Landlord or an electrical engineer and/or electrical contractor designated by Landlord. All invoices respecting the design, installation and maintenance of the facilities requested by Tenant shall be paid within thirty (30) days of Tenant's receipt thereof. Landlord's charge to Tenant for the cost of electric current so provided shall be paid within thirty (30) days of receipt of invoice by Tenant.

ARTICLE 21
MAINTENANCE AND JANITORIAL SERVICES

21.1 Landlord shall perform or cause to be performed in the Premises, during the term of this Lease Agreement the maintenance and janitorial services pursuant Exhibit "E" attached hereto.

ARTICLE 22
PARKING AND GARAGE

22.1 Landlord shall at its discretion charge monthly, hourly and other rates.

22.2 Landlord reserves the right at its discretion to alter the Garage design, layout, location, and size, both vertically and horizontally, at its reasonable discretion, including the closing of certain portions of the Garage during any construction, as long as Tenant retains use of the number of parking spaces which are paid for by Tenant or its employees, or spaces elsewhere on the Land in reasonable proximity to the Building during reasonable periods of construction.

22.3 The Landlord shall provide a parking attendant at the garage on Monday through Friday from 6:00 A.M. to 7:00 P.M. Access to the public will terminate at 4:00 P.M. Access to the garage will be limited to an electronic access system (card) at all other times.

ARTICLE 23
TERMINATION RIGHTS OF LANDLORD

23.1 This Lease may be terminated at the Landlord sole discretion upon giving 90 days' notice to Tenant.

ARTICLE 24
FORCE MAJEURE

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

ARTICLE 25
LANDLORD'S DEFAULT

25.1 It shall constitute a default of this Lease Agreement by Landlord if, except as otherwise provided in this Lease Agreement, Landlord fails to observe or perform any of the covenants, conditions, or provisions of this Lease Agreement to be observed or performed by Landlord, where such failure shall continue for a period of thirty (30) days after written notice thereof from Tenant to Landlord; provided, however, that if the nature of Landlord's non-compliance is such that more than thirty (30) days are reasonably required for its cure, then Landlord shall not be deemed to be in default if Landlord commenced such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion. In the event of any such default by Landlord, Tenant may at any time thereafter, as Tenant's sole and exclusive remedy, either bring an action for damages or injunctive relief in such event Tenant is irreparably harmed for which there is no adequate remedy at law.

ARTICLE 26
RESPONSIBILITY FOR DAMAGE TO DEMISED PREMISES

26.1 If Tenant shall fail to perform any of its maintenance and repair obligations after thirty (30) days' written notice from Landlord, then Landlord shall have the right to make such repairs or replacements and any reasonable cost so incurred by Landlord shall be paid by Tenant,

in which event such cost shall become additional rent payable with the installment of rent next becoming due under the terms of this Lease Agreement. If Landlord shall fail to perform its obligations under Section 4.4 above and fail to pay the invoice as so required, Tenant may set off its actual, reasonable expenses against Base Rental next becoming due.

ARTICLE 27
WAIVER

27.1 If, under the provisions hereof, Landlord or Tenant shall institute proceedings and a compromise or settlement thereof shall be made, the same shall not constitute a waiver of any covenant herein contained nor of any of Landlord's or Tenant's rights hereunder, unless expressly stated in such settlement agreement. No waiver by Landlord or Tenant of any provision hereof shall be deemed to have been made unless expressed in writing and signed by both parties. No waiver by Landlord or Tenant of any breach of covenant, condition, or agreement herein contained shall operate as a waiver of such covenant, condition, or agreement itself, or of any subsequent breach thereof. No reentry by Landlord and no acceptance by Landlord of keys from Tenant shall be considered an acceptance of a surrender of this Lease Agreement.

ARTICLE 28
DEFAULT OF TENANT

28.1 Non-Compliance by Tenant. If Tenant throughout this Lease shall violate or fail to perform any of the conditions, covenants, or agreements herein made by Tenant, the parties shall adhere to the following provisions of this Article concerning the rights and remedies of Landlord. All rights and remedies of Landlord under this Lease Agreement shall be cumulative and shall not be exclusive of any other rights and remedies provided to Landlord under applicable law, all of which may be pursued independently, collectively or in any combination of remedies.

(a) Default. The occurrence of any of the following shall constitute an event of default (**"Default"**) by Tenant hereunder:

(1) The Premises are, without Landlord's prior written consent, vacated or not used as regularly or consistently as would normally be expected for similar premises put to general office use;

(2) The Premises shall be deserted or abandoned;

(3) Tenant's interest in the Lease or the Premises shall be subjected to any attachment, levy or sale pursuant to any order or decree entered against Tenant in any legal proceeding and such order or decree shall not be vacated within fifteen (15) days of entry thereof;

(4) Tenant breaches or fails to comply with any of the Rules and Regulations in Exhibit **"C"** hereto, as the same may hereafter be amended from time to time, provided such changes uniformly affect all tenants in the Building, and such breach or failure shall continue for more than twenty (20)

days subsequent to the date of receipt by Tenant of written notice of such breach or failure from Landlord;

(5) Tenant breaches or fails to comply with any other term, provision, condition or covenant of this Lease, and such breach or failure shall continue for more than thirty (30) days subsequent to the date of receipt by Tenant of written notice of such breach or failure from Landlord if the matter in question is not reasonably susceptible of cure by Tenant within the 30-day period, then Tenant shall have such additional time as may reasonably be necessary, but not more than one hundred eighty (180) days, within which to effect curative action provided that Tenant institutes the curative action within the 30-day period and prosecutes the same diligently to completion;

(b) Remedies. Upon the occurrence of a Default, Landlord shall have the option to do and perform any one or more of the following in addition to, and not in limitation of, any other remedy or right permitted it at law or in equity or by this Lease:

(1) Landlord, with or without terminating this Lease, may immediately or at any time thereafter reenter the Premises and perform, correct or repair any condition which shall constitute a failure on Tenant's part to keep, observe, perform, satisfy or abide by any term, condition, covenant, agreement or obligation of this Lease or of the Rules and Regulations now in effect or hereafter adopted, and Tenant shall fully reimburse and compensate Landlord on demand for all reasonable costs and expenses incurred by Landlord in such performance, correction or repairing, including, but not limited to, accrued interest as provided in the next sentence. All sums so expended to cure Default shall accrue interest from the date of demand until date of payment at a rate of interest (the **"Default Rate"**) which is the lower of (x) a per annum rate equal to the Prime Rate plus two percent (2%), or (y) sixteen percent (16%) per annum, but in no event at a rate higher than that permitted by applicable law.

(2) Landlord, with or without terminating this Lease, may immediately or at any time thereafter demand in writing that Tenant vacate the Premises and thereupon Tenant shall vacate the Premises and remove therefrom all property thereon belonging to or placed on the Premises by, at the direction of or with consent of Tenant within ten (10) business days of receipt by Tenant of such notice from Landlord, whereupon Landlord shall have the right to reenter and take possession of the Premises. Any such demand, reentry and taking possession of the Premises by Landlord shall not of itself constitute an acceptance by Landlord of a surrender of this Lease or of the Premises by Tenant and shall not of itself constitute a termination of this Lease by Landlord. Any other demand, reentry and taking of possession of the Premises by Landlord shall not of itself constitute an acceptance by Landlord of a surrender of this Lease or of the Premises by Tenant and shall not of itself constitute a termination of this Lease by Landlord unless specifically set forth as such in writing to Tenant.

(3) Landlord, with or without terminating this Lease, may immediately or at any time thereafter relet the Premises or any part thereof for such time or times, at such rental or rentals and upon such other terms and conditions as Landlord in its sole discretion may deem advisable, and Landlord may make any alterations or repairs to the Premises which it may deem necessary or proper to facilitate such reletting; and Tenant shall pay all costs of such reletting including but not limited to the cost of any such alterations and repairs to the Premises, attorneys' fees and brokerage commissions; and if this Lease shall not have been terminated, Tenant shall continue to pay all rent and all other charges due under this Lease up to and including the date of beginning of payment of rent by any subsequent Tenant of part or all of the Premises, and thereafter Tenant shall pay monthly during the remainder of the term of this Lease the difference, if any, between the rent and other charges collected from any such subsequent tenant or tenants and the rent and other charges reserved in this Lease, but Tenant shall not be entitled to receive any excess of any such rents collected over the rents reserved herein.

(4) Landlord may immediately or at any time thereafter terminate this Lease, and this Lease shall be deemed to have been terminated upon receipt by Tenant of written notice of such termination; upon such termination Landlord shall recover from Tenant all damages Landlord may suffer by reason of the following items regarding such termination, unamortized sums expended by Landlord for construction of Tenant Improvements, all arrearages in rentals, costs, charges, additional rentals and reimbursements, and the cost (including, without limitation, court costs and attorneys' fees at any level) of recovering possession of the Premises and the costs of any alteration, improvement, or repair to return the Premises to its Base Improvement condition.

(5) Landlord may immediately or at any time thereafter terminate Tenant's right to possession under this Lease, and Lease shall be deemed to have been terminated upon receipt by Tenant of written notice of such termination. If Landlord so elects, in its sole and absolute election, Tenant's liability under all of the provisions of this Lease shall continue notwithstanding any expiration and surrender, or any re-entry, repossession, or disposition hereunder, including, without limitation, payment of all other charges until the date this Lease would have expired had such termination not occurred.

(c) If Landlord re-enters the Premises or terminates this Lease pursuant to any of the provisions of this Lease, Tenant hereby waives all claims for damages which may be caused by such re-entry or termination by Landlord.

(d) No course of dealing between Landlord and Tenant or any failure or delay on the part of Landlord in exercising any rights of Landlord under this Section 34.1 or under any other provisions of this Lease shall operate as a waiver of any rights of Landlord hereunder or under any other provisions of this Lease, nor shall any

waiver of a Default on one occasion operate as a waiver of any subsequent Default or of any other Default. No express waiver shall affect any condition, covenant, rule or regulation other than the one specified in such waiver and that one only for the time and in the manner specifically stated.

(e) The exercise by Landlord of any one or more of the rights and remedies provided in this Lease shall not prevent the subsequent exercise by Landlord of any one or more of the other rights and remedies herein provided. All remedies provided for in this Lease are cumulative and may, at the election of Landlord, be exercised alternatively, successively or in any other manner and are in addition to any other rights provided for or allowed by law or in equity.

ARTICLE 29
LANDLORD'S RIGHT TO REPAIR

29.1 Landlord shall have access to all air conditioning and heating equipment and to all other mechanical, electrical, plumbing and utility installations servicing the Building and the Premises upon twenty-four (24) hours prior written or telephonic notice to Tenant, except in the event of an emergency, in which case such notice shall be reasonable under the circumstances. At the election and request of Tenant, an employee of Tenant shall accompany Landlord, except in the event of an emergency. Landlord shall use reasonable efforts to minimize any interference to Tenant's usage of the Premises during the exercise of any rights granted to Landlord herein. In the event that, because of the intentional act or negligence of Landlord, its employees, agents, invitees or contractors (or due to Landlord's non-payment for services provided), Landlord shall fail to provide, or cause to be provided, to substantially all of the Premises, air conditioning, plumbing (unless Landlord shall provide other facilities in the Building), elevator service or electricity for more than a continuous 24 hour period (except if the provider of electricity fails to provide electricity to the Building, or as a result of force majeure), the rent shall equitably abate based on any substantial portion of the premises affected until the situation is corrected.

ARTICLE 30
ESTOPPEL CERTIFICATES

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

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

(b) stating the dates, if any, to which Tenant hereunder has paid the rent and sums to the date of the certificate;

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

(d) stating the address to which notices to Landlord or Tenant, as the case may be, should be sent. Any such statement delivered pursuant thereto shall provide that such statement may be relied upon by Landlord or Tenant or any prospective purchaser or mortgagee or lessee or assignee of the Property, or any part thereof or estate therein; and

(e) stating such other customary provisions as may be reasonably required by the other party.

ARTICLE 31
AMENDMENT

31.1 All amendments to this Lease Agreement must be in writing and signed by Tenant prior to approval by the County Commission and execution by the then-current County Mayor or if the County Mayor is no longer vested with the responsibility and authority then the other officer vested with the authority to bind Landlord hereunder.

ARTICLE 32
ENVIRONMENTAL QUALITY

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

(a) INDOOR AIR QUALITY. Landlord shall maintain the Heating, Ventilating, and Air Conditioning System (HVAC) sufficient to maintain comfortable temperature of 73-78°F and shall perform at least the minimum periodic preventive maintenance on the HVAC system equipment as specified in the attached **"HVAC System Preventive Maintenance For Leased Space"** (Exhibit **"D"**) and applicable to the Premises.

(b) WATER QUALITY. Landlord shall, prior to occupancy by Tenant and following any buildout, changes, or repairs by Landlord involving the plumbing system, have the drinking water sampled and tested for lead by a recognized Testing Laboratory. The drinking water test shall be paid for by Landlord and the original test results shall be furnished to Tenant. Unless the EPA standard for lead in drinking water of 15 PPB is exceeded due to the Landlord's construction, changes and repairs, Landlord shall not be required to take any remedial action.

(c) NOTICE OF PEST MANAGEMENT OPERATIONS. The use of pesticide sprays or dusts in the Premises as part of pest control services shall only be used in places of infestation as demonstrated by sticky traps or other such devices and Tenant observation. Such spot sprays or dusts shall be only after or before normal working hours to allow for ventilation before Tenant employees re-enter Tenant premises. Tenant encourages Landlord to employ the use of traps, baits, or portable vacuums before resorting to pesticide sprays or dusts. Landlord shall give Tenant twenty-four (24) hours' notice prior to commencement of pest control services that include sprays or dusts with any kind of pesticide or other chemicals. Landlord shall

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

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

ARTICLE 33
HOLDOVER

33.1 If Tenant, with Landlord's consent, remains in possession of the Premises after expiration of the term and if Landlord and Tenant have not executed an expressed written agreement as to such holding over, then such occupancy shall be a tenancy from month to month. In the event of such holding over, all of the terms of the Lease Agreement including, without limitation, the payment of all charges owing hereunder other than rent shall remain in force and effect on said month to month basis. If Tenant remains in possession after expiration of the term without Landlord's express written consent, Tenant shall be obligated to pay holdover rent equal to market rent.

ARTICLE 34
WRITTEN AGREEMENT

34.1 This Lease Agreement and the schedules and exhibits attached hereto contain the entire agreement between the parties hereto and all previous negotiations leading thereto, and it may be modified only by resolution approved by the Board of County Commissioners. Tenant warrants and represents that it is authorized to act on behalf of Tenant, subject to change pursuant to Article 31.

ARTICLE 35
MISCELLANEOUS PROVISIONS

35.1 Broker. Tenant represents and warrants to Landlord that no broker, agent, commission salesperson or other person has represented Tenant in the negotiations for and procurement of this Lease and of the Premises and that no commissions, fees or compensation of any kind are due and payable in connection herewith to any broker, agent, commission salesperson or other person. Tenant agrees, as additional rent, to indemnify and hold Landlord harmless from all loss, cost and damage (including, without limitation, reasonable attorneys' fees at any level and court costs) suffered or incurred by Landlord as a result of a breach by Tenant of the representation and warranty contained in the immediately preceding sentence or as a result of Tenant's failure to pay commissions, fees or compensation due to any broker who represented Tenant, whether or not disclosed.

35.2 Severability. If any clause or provision of this Lease is or becomes illegal, invalid or unenforceable because of present or future laws or any rule or regulation of any governmental body or entity, effective during the Lease Term, the intention of the parties hereto is that the remaining parts of this Lease shall not be affected thereby, unless the lack of such clause or provision is, in the sole determination of Landlord, essential to the rights of both parties in which event Landlord shall have the right to terminate this Lease on written notice to Tenant.

35.3 Captions. The captions used in this Lease are for convenience only and do not in any way limit or amplify the terms and provisions hereof.

35.4 Successors and Assigns. The words **"Landlord"** and **"Tenant"** as used herein shall include the respective contracting party, whether singular or plural, and whether an individual, masculine or feminine, or a corporation, general partnership, joint venture, limited partnership or trust. The provisions of this Lease shall inure to the benefit of and be binding upon Landlord and Tenant, and their respective successors, heirs and assigns, subject, however, in the case of Tenant, to the provisions of Article 15 hereof. It is understood and agreed that the term **"Landlord"**, as used in this Lease, means only the owner(s), or the lessee(s), from time to time of the Building so that in the event of any sale or sales of the Building, or of any lease thereof, the Landlord named herein shall be and hereby is entirely freed and relieved of all covenants and obligations of Landlord hereunder accruing thereafter to the extent of such sale or lease. Should the Building be severed as to ownership by sale and/or lease, then, unless the Tenant is otherwise notified to the contrary in writing, either the owner of the entire Building or the lessee of the entire Building, as the case may be, which has the right to lease space in the Building to tenants shall be deemed the **"Landlord"**. Tenant shall be bound to any successor Landlord for all the terms, covenants and conditions hereof and shall execute any attornment agreement not in conflict herewith at the request of any successor Landlord. Landlord and Tenant are not partners or joint venturers in any manner whatsoever.

35.5 Florida Law. The laws of the State of Florida shall govern the interpretation, validity, performance and enforcement of this Lease.

35.6 Time is of the Essence. Time is of the essence of this Lease. Unless specifically provided otherwise, all references to terms of days or months shall be construed as references to calendar days or calendar months, respectively.

35.7 Execution. This Lease may be executed in any number of counterparts, each of which shall be deemed an original and any of which shall be deemed to be complete in itself and may be introduced into evidence or used for any purpose without the production of the other counterparts.

35.8 Mutual Warranty of Authority. Landlord acknowledges to Tenant that Landlord is a political subdivision of the State of Florida, that its entry into and performance of this Lease has been duly authorized, and that the party executing this Lease on its behalf is duly authorized to do so. Tenant acknowledges to Landlord that Tenant is a validly existing legal entity. under the laws of the State of Florida and that it is duly qualified to do business in the State of Florida, that its entry into and performance of this Lease has been duly authorized, and that the persons, executing this Lease on its behalf are duly authorized to do so.

35.9 No Recordation of Lease. This Lease is not in recordable form, and Tenant agrees not to record or permit the recording of this Lease, although Landlord and Tenant may reasonably agree upon the form of a recordable memorandum of lease to be recorded on one occasion at or near the Effective Date of the Lease. In the event Tenant fails or refuses to remove from record the memorandum prior to expiration or termination of the Lease, then Tenant hereby grants Landlord a power of attorney to release the memorandum of lease from the public records upon the expiration or termination of this Lease. All reasonable attorneys' fees and costs incurred by Landlord to release the memorandum shall be reimbursed by Tenant upon demand.

35.10 Hazardous Substances.

(a) Except for cleaning solvents which are used and stored in compliance with all applicable laws, ordinances, rules and regulations, Tenant hereby covenants that Tenant shall not cause or permit any **"Hazardous Substances"** (as hereinafter defined) to be placed, held, located or disposed of in, on or at the Premises or any part thereof, and neither the Premises nor any part thereof shall ever be used as a dump site or storage site (whether permanent or temporary) for any Hazardous Substances during the Lease Term.

(b) Tenant hereby agrees to indemnify Landlord and hold Landlord harmless and shall defend Landlord with counsel selected by Landlord from and against any and all losses, liabilities, including, without limitation, strict liability, damages, injuries, expenses, including, without limitation, reasonable attorneys' fees at all levels, costs of any settlement or judgment and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against, Landlord by any person or entity or governmental agency for, with respect to, or as a direct or indirect result of, the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release from, the Premises of any Hazardous Substance (including, without limitation, any losses, liabilities, including, but not limited to, strict liability, damages, injuries, expenses, including, without limitation, reasonable attorneys' fees at any level, costs of any settlement or judgment or claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act, any so-called federal, state or local **"Superfund"** or **"Superlien"** laws, statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability, including but not limited to strict liability, substances or standards of conduct concerning any Hazardous Substance), provided, however, that the foregoing indemnity is limited to matters arising solely from the violation by Tenant or its invitees, employees, contractors, licensees or agents, of the covenant contained in subsection (a) above.

(c) For purposes of this Lease, **"Hazardous Substances"** shall mean and include, without limitation, those elements or compounds which are contained in the list of hazardous substances now or hereafter adopted by the United States Environmental Protection Agency (the **"EPA"**) or the list of toxic pollutants designated by Congress or the EPA or which are now or hereafter defined as hazardous, toxic, pollutant, infectious or radioactive by any other Federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste,

substance or material, as now or at any time hereafter in effect, or any others, the existence of which is regulated, prohibited or harmful to people, property or the environment.

(d) Landlord shall have the right but not the obligation, and without limitation of Landlord's rights under this Lease, to enter onto the Premises or to take such other actions as it deems necessary or advisable to cleanup, remove, resolve or minimize the impact of, or otherwise deal with, any Hazardous Substance following receipt of any notice from any person or entity (including without limitation the EPA) asserting the existence of any Hazardous Substance in, on or at the Premises or any part thereof which, if true, could result in an order, suit or other action against Tenant or Landlord or both. All reasonable costs and expenses incurred by Landlord in the exercise of any such rights, which costs and expenses result from Tenant's violation of the covenant contained in subsection (a) above, shall be deemed additional rental under this Lease and shall be payable by Tenant upon demand.

(e) This Section 35.10 shall survive termination or expiration of this Lease Term.

35.11 Legal Disclosures. In accordance with Florida law, the following disclosures are hereby made:

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

(b) EFFICIENCY RATING: Tenant may have the Property's energy efficiency rating determined. Tenant acknowledges that it has received from Landlord a copy of The Florida Building Energy-Efficiency Rating System Brochure as provided by the State of Florida Department of Community Affairs.

35.12 Eminent Domain.

(a) If all or any substantial part of the Building or of the Premises should be taken for any public or quasi-public use under governmental law, ordinance or regulation or by right of eminent domain, or by private purchase in lieu thereof, and the taking would prevent or materially interfere with the use of the Premises for the purpose for which it is then being used, this Lease shall terminate effective when the physical taking shall occur in the same manner as if the date of such taking were the date originally fixed in this Lease for the expiration of the Lease Term.

(b) If part of the Building or Premises is taken for any public or quasi-public use under any governmental law, ordinance or regulation, or by right of eminent domain or by private purchase in lieu thereof, and this Lease is not terminated as provided in subsection (a) above, this Lease shall not terminate but the Base Rental and

Rental Adjustment payable hereunder during the unexpired portion of this Lease and Tenant's Percentage Share shall be reduced to such extent, if any, as may be fair and reasonable under all of the circumstances and Landlord shall undertake to restore the Building and Premises to a condition suitable for Tenant's use, as near to the condition thereof immediately prior to such taking as is reasonably feasible under the circumstances, and all parties shall be relieved except for accrued rent and other obligations which specifically survive termination or cancellation hereunder.

(c) Tenant shall not share in any condemnation award or payment in lieu thereof or in any award for damages resulting from any grade change of adjacent streets, the same being hereby assigned to Landlord by Tenant; provided, however, that Tenant may, to the extent provided by law, separately claim against and receive from the condemning authority, if legally payable, compensation for Tenant's removal, relocation costs, loss of business, business interruption and loss of trade fixtures, or other equipment paid for by Tenant, but only if and to the extent no such claim or award therefor will reduce or affect Landlord's awards.

(d) Notwithstanding anything to the contrary contained in this Section 35.12, if during the Lease Term the use or occupancy of any part of the Building or Premises shall be taken or appropriated temporarily for any public or quasi-public use under any governmental law, ordinance or regulation, or by right of eminent domain, this Lease shall be and remain unaffected by such taking or appropriation and Tenant shall continue to pay in full all rental payable hereunder by Tenant during the Lease Term. In the event of any such temporary appropriation or taking, Tenant shall be entitled to receive that portion of any award which represents compensation for the loss of use or occupancy of the Premises during the Lease Term, and Landlord shall be entitled to receive that portion of any award which represents the cost of restoration and compensation for the loss of use or occupancy of the Premises after the end of the term of this Lease.

35.13 Reports of Defects. Tenant shall report to Landlord immediately in writing any damage to or defective condition in or about the Building or Premises known to Tenant, except latent defects of which Tenant is not aware.

35.14 Change of Locks. Tenant shall not change the locks on any entrance to the Premises or install additional locks without Landlord's prior written consent, which consent shall be in Landlord's reasonable discretion as long as Tenant provides keys to all new changed locks.

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

LANDLORD:

MIAMI-DADE COUNTY, FLORIDA, a political subdivision of the State of Florida by its Board of County Commissioners

ATTEST:

HARVEY RUVIN, CLERK

By:_____
County Mayor

By:_____
Deputy Clerk MIAMI-DADE COUNTY

Date signed by Landlord: _____

Approved for Legal Sufficiency

_____
Assistant County Attorney

TENANT:

GUARDIAN AD LITEM through the STATE OF FLORIDA, Eleventh Judicial Circuit of Florida

By: Jessica Allen

Date Signed by Tenant: 10/25/13

STATE OF FLORIDA

MIAMI-DADE COUNTY

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, the foregoing instrument was acknowledged before me by Jessica Allen, as Circuit Director of G.A.L., on behalf of the _____, He/she is personally known to me or has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 25 day of October, 2017.

By:
Notary Public
Print Name: A Santamaria
My Commission Expires:

A. SANTAMARIA
MY COMMISSION # FF 003761
EXPIRES: April 2, 2017
Bonded Thru Budget Notary Services

Exhibit A

601 NW 1st Court Miami, Fl.
10th Floor
Rentable Area = 19,117 SF.

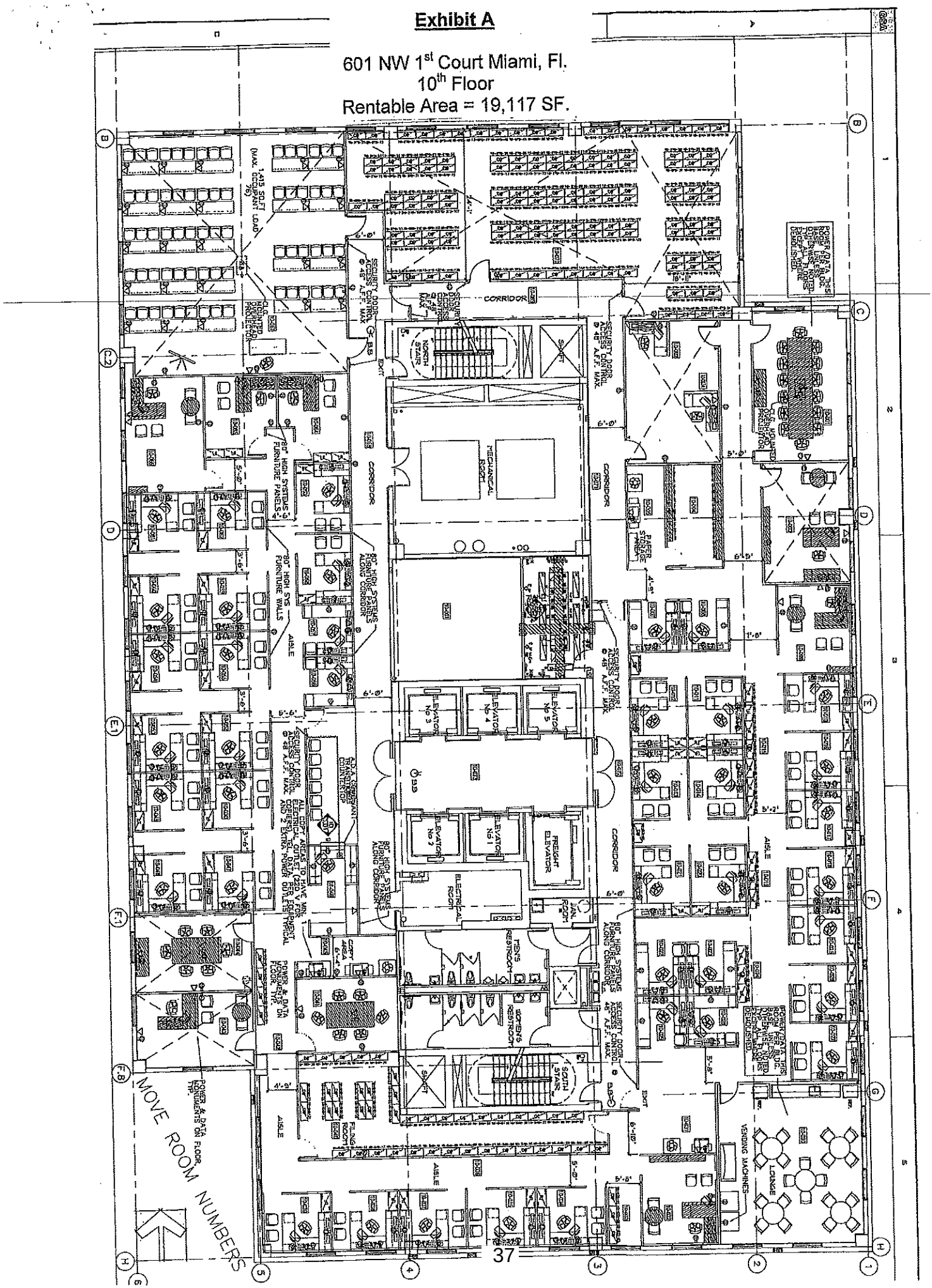


Exhibit "B"
Land
1 of 3

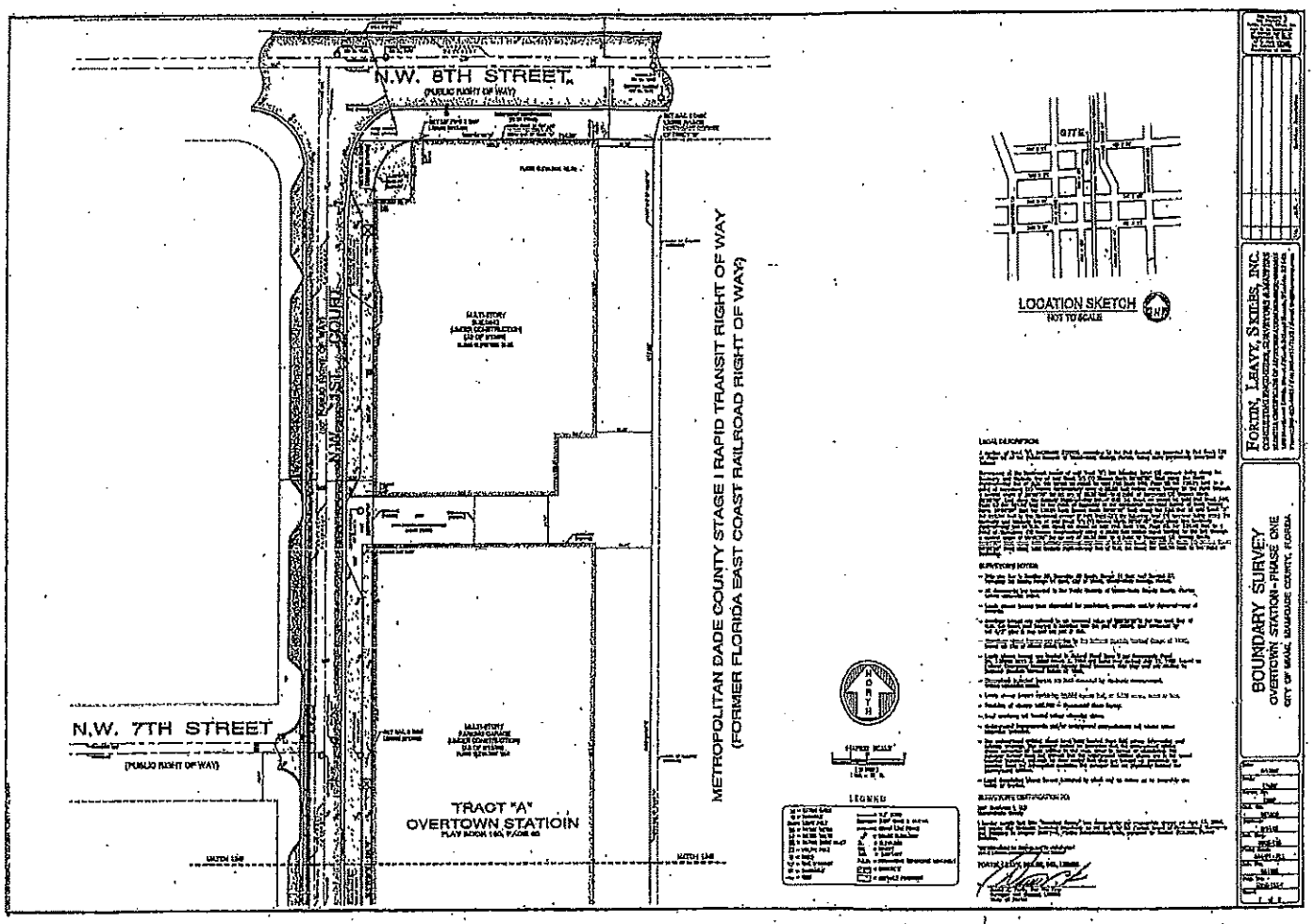
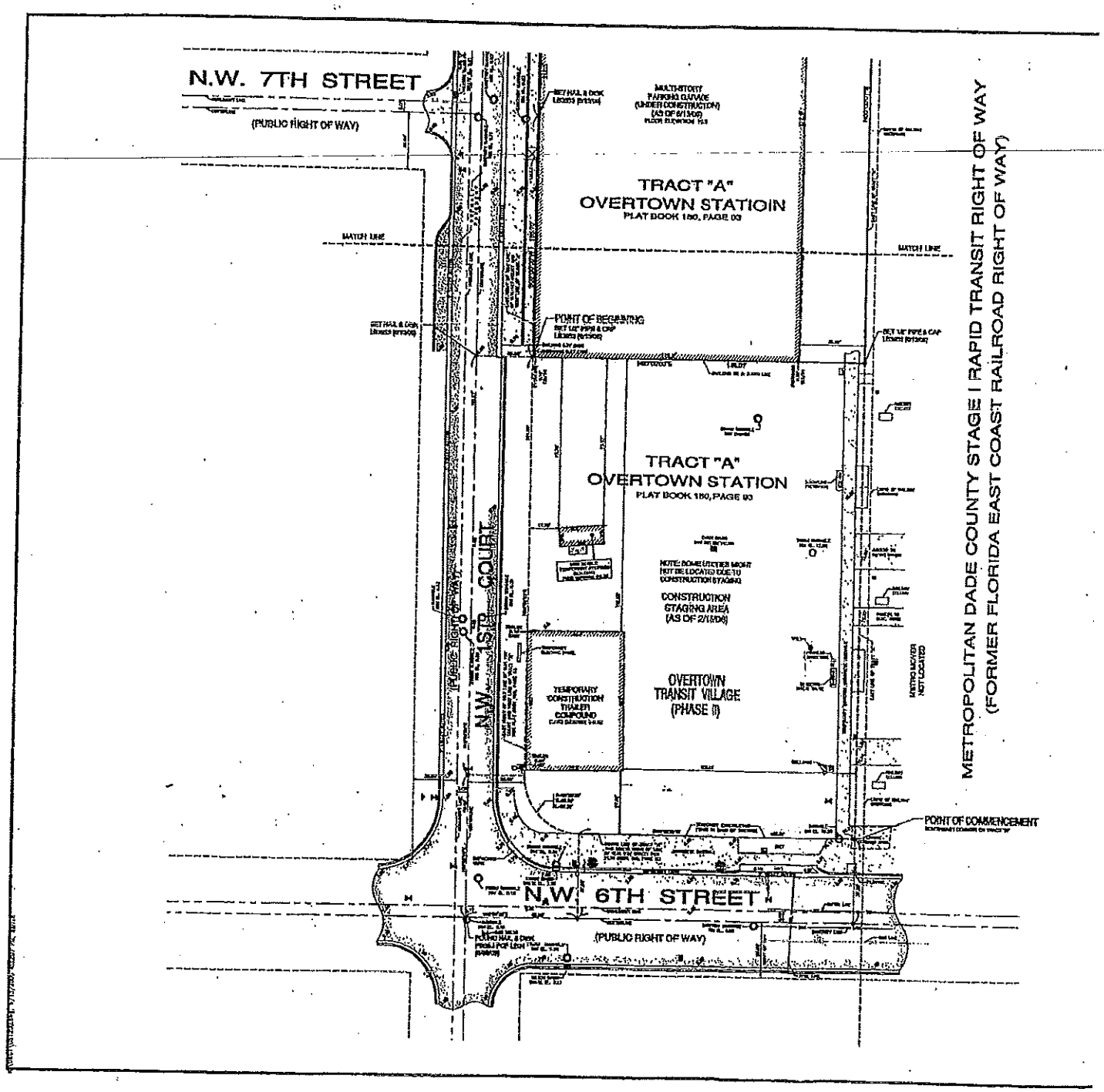


Exhibit "B"
Land
2of 3



FORT CONSULT
FLORIDA, C
180 Northea
Phone: 305-

BOUNDARY SURVEY
OVERTOWN STATION - PHASE ONE
CITY OF MIAMI, MIAM-DADE COUNTY, FLORIDA

LEGAL DESCRIPTION:

A portion of Tract "A", OVERTOWN STATION, according to the Plat thereof, as recorded in Plat Book 160 at Page 93 of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Commence at the Southeast corner of said Tract "A"; the following three (3) courses being along the Southerly and Westerly line of said Tract "A": (1) Thence North 89°58'35" West along the North Right-of-Way line of N.W. 8th Street as shown on said Plat Book 160, Page 93 for 125.01 feet to a point of curvature; (2) Thence Northwesterly along a 25.00 foot radius curve leading to the right through a central angle of 89°58'35" for an arc of 39.28 feet to a point of tangency; (3) Thence North 00°00'00" East along the Easterly Right-of-Way line of N.W. 1st Court as shown on said Plat Book 160, Page 93 for 181.68 feet to the Point of Beginning of the hereinafter described parcel of land; Thence North 90°00'00" East for 150.01 feet; Thence North 00°00'07" East along the East line of said Tract "A" for 419.06 feet to the Northeast corner of said Tract "A"; the following four (4) courses being along the Northerly and Westerly line of said Tract "A": (1) thence North 89°58'48" West along the Southerly right-of-way line of N.W. 8th Street as shown on said Plat Book 160, Page 93, for 124.86 feet to a Point of Curvature; (2) thence Southwesterly along a 25.00 foot radius curve leading to the left through a central angle of 90°01'35" for an arc of 39.28 feet to a Point of Tangency; (3) thence South 00°01'37" West along said Easterly right-of-way line of N.W. 1st Court for 257.49 feet; (4) thence South 00°00'00" West along said Easterly right-of-way line of N.W. 1st Court for 105.70 feet to the Point of Beginning.

SURVEYOR'S NOTES:

- This site lies in Section 37, Township 53 South, Range 41 East and Section 37, Township 54 South, Range 41 East, City of Miami, Miami-Dade County, Florida.
- All documents are recorded in the Public Records of Miami-Dade County County, Florida unless otherwise noted.
- Lands shown hereon were abstracted for restrictions, easements and/or rights-of-way of records.
- Bearings hereon are referred to an assumed value of N00°00'00"W for the west line of N.W. 1st Court said bearing is identical with the plat of record, and evidenced by set 1/2" pipe & cap and set nail & disk.
- Elevations shown hereon are relative to the National Geodetic Vertical Datum of 1929, based on City of Miami Bench Marks.
- Lands shown hereon are located in Federal Flood Zone X per Community Panel No. 120650 0191 J, dated March 2, 1994 and index map revised July 17, 1995 based on Federal Emergency Management Agency Flood Insurance Rate Map and are relative to National Geodetic Vertical Datum of 1929.
- Dimensions indicated hereon are field measured by electronic measurement, unless otherwise noted.
- Lands shown hereon containing 62,564 square feet, or 1.436 acres, more or less.
- Precision of closure 1:10,000 – Commercial Class Survey.
- Roof overhang not located unless otherwise shown.
- Underground improvements and/or underground encroachments not shown unless otherwise indicated.
- The underground utilities shown have been located from field survey information and existing drawings. The surveyor makes no guarantee that the underground utilities shown comprise all such utilities in the area, either in service or abandoned. The surveyor further does not warrant that the underground utilities shown are in the exact location indicated although he does certify that they are located as accurately as possible from the information available. The surveyor has not physically located the underground utilities.
- Legal description shown hereon furnished by client and no claims as to ownership are made or implied.

SURVEYOR'S CERTIFICATION TO:

NGP Overtown I, LLC
Miami-Dade County

I hereby certify that this "Boundary Survey" was made under my responsible charge on June 13, 2006, and meets the Minimum Technical Standards as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 61G17-6, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

"Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper"

FORTIN, LEAVY, SKILES, INC., LB3653

By: _____
Daniel C. Fortin, For The Firm
Surveyor and Mapper, LS2853
State of Florida

Date	6/13/06
Scale	1"=20'
Drawn By.	DWF
Cad. No.	051200
Plotted:	6/14/06
Ref. Dwg.	2005-133
Field Book.	584/37 - FLL
Job. No.	061033
Dwg. No.	2005-133-1
Sheet	1 of 2

Exhibit "C"

RULES AND REGULATIONS

601 NW 1st Court Miami Fl.

LEASE AGREEMENT

1. The sidewalks, and public portions of the Building and the Property, such as entrances, passages, courts, elevators, vestibules, stairways, corridors or halls and the streets, alleys or ways surrounding or in the vicinity of the Building shall not be obstructed, even temporarily, or encumbered by Tenant or used for any purpose other than ingress and egress to and from the Premises.

2. No awnings or other projections shall be attached to the outside walls of the Building. No curtains, blinds, shades, louvered openings, tinted coating, film or screens shall be attached to or hung in, or used in connection with, any window, glass surface or door of the Premises, without the prior written consent of Landlord, unless installed by Landlord.

3. No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by Tenant on any part of the outside of the Premises or Building or on corridor walls or windows or other glass surfaces (including without limitation glass storefronts) without the prior written consent of Landlord.

4. The sashes, sash doors, skylights, windows, heating, ventilating and air conditioning vents and doors that reflect or admit light and air into the halls, passageways or other public places in the building shall not be covered or obstructed by Tenant, nor shall any bottles, parcels or other articles be placed on the window sills.

5. No show cases or other articles shall be put in front of or affixed to any part of the exterior of the Building, nor placed in the public halls, corridors or vestibules without the prior written consent of Landlord.

6. The water and wash closets and other plumbing fixtures shall not be used for any purposes other than those for which they were constructed, and no sweepings, rubbish, rags or other substances shall be thrown therein. All damages resulting from any misuse of the fixtures shall be borne by Tenant.

7. Tenant shall not in any way deface any part of the Premises or the Building or the Property. If Tenant desires to use linoleum or other similar floor covering, 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 materials, which are not water soluble, are expressly prohibited.

8. No bicycles, vehicles or animals of any kind shall be brought into or kept in or about the Premises. No cooking shall be done or permitted by Tenant on the Premises except in conformity to law and then only in the designated areas, if any, as set forth in Tenant's layout, which is to be primarily used by Tenant's employees for heating beverages and light snacks.

Tenant shall not cause or permit any unusual or objectionable odors to be produced upon or permeate from the Premises.

9. No space in the Building shall be used for manufacturing, distribution or for the storage of merchandise or for the sale of merchandise, goods or property of any kind at auction.

10. Tenant shall not make, or permit to be made, any unseemly or disturbing noises or disturb or interfere with occupants of the Building or neighboring buildings or premises or those having business with them, whether by the use of any musical instrument, radio, talking machine, unmusical noise, whistling, singing or in any other way. Tenant shall not throw anything out of the doors, windows or skylights or down the passageways. Tenant shall not cause or permit any unseemly or disturbing activity or conduct to be visible through any window, opening, doorway, glass storefront or other glass surface or any other means of visibility that disturbs or interferes with (i) tenants or other occupants of the building or their licensees or invitees or (ii) neighboring buildings or premises or those having business with them, including without limitation, receptions, parties, recreation and other activities of a social nature not directly related to Tenant's use of the Premises.

11. Neither Tenant, nor any of Tenant's servants, employees, agents, visitors or licensees, shall at any time bring or keep upon the Premises any inflammable, combustible or explosive fluid or chemical substance, other than reasonable amounts of cleaning fluids or solvents required in the normal operation of Tenant's business offices.

12. No additional locks or bolts of any kind shall be placed upon any of the doors or windows by Tenant, nor shall any changes be made in existing locks or the mechanism thereof, without the prior written approval of Landlord and unless and until a duplicate key is delivered to Landlord. Tenant shall, upon the termination of its tenancy, restore to Landlord all keys of stores, offices and toilet rooms, either furnished to, or otherwise procured by, Tenant, and in the event of the loss of any keys so furnished, Tenant shall pay to Landlord the cost thereof.

13. Tenant shall not overload any floor. Tenant shall obtain Landlord's consent before bringing any safes, freight, furniture or bulky articles into the Building and Landlord can specify to Tenant the location for the placement of such articles. All removals, or the carrying in or out of any safes, freight, furniture or bulky matter of any description must take place during the hours that Landlord or its agent may determine from time to time. Landlord reserves the right to inspect all freight to be brought into the Building and to exclude from the Building all freight which violates any of these Rules and Regulations or the Lease of which these Rules and Regulations are a part.

14. Tenant shall not occupy or permit any portion of the Premises to be occupied, without Landlord's expressed prior written consent, as an office for a public stenographer or typist, or for the possession, storage, manufacture or sale of liquor, narcotics, dope, tobacco in any form, or as a barber or manicure shop, or as a public employment bureau or agency, or for a public finance (personal loan) business; provided, however, nothing in this sentence shall be deemed to prohibit Tenant or its employees or business invitees from personal use of tobacco. Tenant shall not engage or pay any employees on the Premises, except those actually working for Tenant on said premises, nor advertise for laborers giving an address at the Building. Tenant

shall not keep or utilize any jukebox, billiard or pool table or other recreational device at or in the Premises.

15. Tenant agrees to employ such janitorial contractor as Landlord may from time to time designate, for any waxing, polishing and other maintenance work of the Premises and of the Tenant's furniture, fixtures and equipment. Tenant agrees that it shall not employ any other cleaning and maintenance contractor, nor any individual, firm or organization for such purpose without Landlord's prior written consent, such consent shall not be unreasonably withheld.

16. Landlord shall have the right to prohibit any advertising by Tenant which, in Landlord's opinion, tends to impair the reputation of the Building or its desirability as a building for offices, and upon written notice from Landlord, Tenant shall refrain from or discontinue such advertising.

17. Landlord reserves the right to exclude from the Building between the hours of 6:00 p.m. and 7:00 a.m. and at all hours on Sundays, SAO holidays and after 2:00 p.m. on Saturdays all persons who do not sign in and out on a register in the lobby of the Building, showing the name of the person, the Premises visited and the time of arrival and departure. All such persons entering or leaving the Building during such times may be expected to be questioned by the Building security personnel as to their business in the Building. Landlord shall in no case be liable for damages for any error with regard to the admission to or exclusion from the Building of any person. In the case of invasion, mob, riot, public excitement or other circumstances rendering such action advisable in the Landlord's opinion, Landlord reserves the right to prevent access to the Building during the continuance of the same by such action as Landlord may deem appropriate, including, without limitation, closing doors.

18. The Premises shall not be used for lodging or sleeping or for any immoral or illegal purpose or for any other activity not appropriate, in Landlord's sole discretion, to an office building of the quality and stature of the Building.

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

20. Canvassing, soliciting and peddling in the Building or the Property are prohibited and Tenant shall cooperate to prevent the same.

21. There shall not be used in any space, or in the public halls of any building, either by Tenant or by its jobbers or others, in the delivery or receipt of merchandise, any hand trucks, except those equipped with rubber tires and side guards. No hand trucks shall be used except in designated elevators.

22. Tenant, in order to obtain maximum effectiveness of the cooling system, shall lower and/or close the blinds or drapes when sun's rays fall directly on windows of Premises. Tenant shall not remove standard blinds, if any, installed in the Premises.

23. All paneling, rounds or other wood products not considered furniture shall be of fire retardant materials. Before installation of any such materials, certification of the materials'

fire retardant characteristics shall be submitted to Landlord or its agents, in a manner satisfactory to Landlord.

24. Tenant shall not install any vending machines in the Building or Premises, except as provided for in the Lease Agreement's main text, without Landlord's consent.

25. All articles and the arrangement style, color and general appearance thereof, in the interior of the Premises that will be visible from the exterior thereof, including, without limitation, window displays, advertising matter, signs, merchandise, furniture and store fixtures, shall be subject to Landlord's approval, and, in any case, shall be maintained in keeping with the character and standards of Miami-Dade County.

26. Landlord may waive any one or more of these Rules and Regulations for the benefit of any particular Tenant or Tenants, but no such waiver by Landlord shall be construed as a waiver of such Rules and Regulations in favor of any other Tenant or Tenants, nor prevent Landlord from thereafter enforcing any such Rules and Regulations against any or all of the Tenants of the Building.

27. This is a no-smoking Building, and Tenant shall abide by no-smoking restrictions.

28. These Rules and Regulations are in addition to, and shall not be construed to in any way modify or amend, in whole or part, the terms, covenants, agreements and conditions of the main text (including, but not limited to, Special Stipulations) of the Lease, which text shall control in the instance of conflict.

29. Landlord reserves the right to make such other and reasonable rules and regulations as in its reasonable judgment may from time to time be needed for safety, care and cleanliness of the Building, and for the preservation of good order therein. Such other Rules and Regulations shall be effective upon written notification of Tenant.

Exhibit "D"

HVAC SYSTEM PREVENTIVE MAINTENANCE FOR LEASED SPACE

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

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

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

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

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

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

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

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

Exhibit D-1

VIII. BUILDING EXTERIOR:

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

IX. CEILING TILES:

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

X. SUPPLY AND RETURN AIR DUCTS:

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

Exhibit D-2

Exhibit "E"

CLEANING SPECIFICATIONS

601 NW 1st Court Miami Fl.

Day Maid/Porter Duties:

1. Inspect all restrooms, keeping them in a clean and presentable condition.

2. Fill toilet tissue dispensers, toilet seat cover dispensers, soap dispensers, paper towel dispensers and sanitary napkin dispensers as needed (products to be furnished by Landlord).

3. Inspect and clean elevator cabs on a continuous basis. Doors and other metal surfaces should be frequently cleaned with an approved cleanser. Floors should be kept free of debris and cleaned as necessary.

4. Clean janitorial closets and organize their contents as necessary.

5. Clean the lobby security desk/area as required.

6. Respond to tenant requests as reasonably necessary.

7. Clean lobby directory as required.

8. Wet mop exterior horizontal surfaces adjacent to the lobby and garage areas.

9. Perform other duties as directed by the Manager.

10. Day Maids/Porters are required to wear uniforms that are furnished by the janitorial contractor. The Manager must approve the uniforms.

Nightly (During the Day at the Option of Tenant)-Tenant Spaces:

1. Wastebaskets and trash containers are to be emptied, exterior and interior surfaces wiped clean and returned to original location. Plastic liners will be installed as needed with liners furnished by building Landlord.

2. General Dusting: Hand dusting of the following should be done with a treated cloth or in some cases where a damp cloth is called for: miscellaneous cabinets, window sills, coat racks, ledges and shelves under six feet and other desk top accouterments. Janitorial staff members are to handle any items on the desktop or work service.

3. Carpets are to be vacuumed in traffic lanes and around desks paying particular attention to knee well areas and oriental rugs. Spot cleaning is to be performed as needed to remove spillages or stains.