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

Memorandum

MIAMI-DADE COUNTY

Agenda Item No. 14(A)(18)

Date: July 14, 2015

To: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

Subject: Lease Agreement with FDG Flagler Station Phase I LLC, for Property Located at 9955 N.W. 116 Way, Suite 10, Medley, Florida to be Utilized by the Miami-Dade Police Department - Lease No. 22-2032-006-0100 – L01

Resolution No. R-654-15

Recommendation

It is recommended that the Board of County Commissioners (Board) authorize the execution of the attached Lease Agreement between Miami-Dade County (County), and FDG Flagler Station Phase 1 LLC, a Delaware Limited Liability Company (Landlord). More specifically, the resolution does the following:

- Authorizes the leasing of 10,600 rentable square feet of air conditioned office space and 1,748 square feet of warehouse space for a total of 12,348 square feet of space located at 9955 N.W. 116 Way, Suite 10, Medley, Florida; and
- Authorizes a lease term of five (5) years, plus one (1) additional five-year renewal option period.

Scope

The property is located in County Commission District 12, which is represented by Commissioner Jose "Pepe" Diaz.

Fiscal Impact/Funding Source

The total fiscal impact to the County for the first year of the initial lease term will be $246,960. This amount is comprised of $200,655 in annual base rent ($16.25 per square foot), $18,522 for electricity, $7,409 for water and sewer, $4,939 for security and alarm monitoring, and $15,435 for janitorial and custodial services. In addition, the Miami-Dade Police Department will pay to the Internal Services Department a lease management fee of $8,026, which is four (4) percent of the annual base rent.

The total projected fiscal impact to the Miami-Dade Police Department for the five-year lease term, plus the additional five-year renewal option period is estimated to be $2,899,323, which factors in an annual three (3) percent rental increase that commences on the second year of the lease term. The funding source is the Miami-Dade Police Department's operating budget.

Track Record/Monitor

The County has no record of negative performance issues with the Landlord. This Lease was prepared by the Internal Services Department on behalf of the Miami-Dade Police Department. Dirk Duval of the Real Estate Development Division in the Internal Services Department is the lease monitor.

Delegation of Authority

Authorizes the County Mayor or the County Mayor's designee to execute the attached Lease Agreement and exercise all rights conferred herein.

Background

The County has been at this location since 2004. The prior lease agreement expired in November 2014 and the County continues to occupy the premises under the holdover provision within the lease. The Miami-Dade Police Department has expressed a need to continue to lease this property.

Additional Lease details are as follows:

COMPANY PRINCIPALS:	FDG Mezzanine A LLC, Managing Partner Vincent Signorello, President Keith Trickell, Vice President Michael Bradish, Vice President
LEASE TERM:	Five (5) years, plus one (1) additional five-year renewal option period.
EFFECTIVE DATES:	Commencing on the first day of the next calendar month following the effective date of the resolution by the Board approving the Lease Agreement.
RENTAL RATE:	The County currently pays an annual base rent in the amount of $182,243 ($14.76 per square foot). In addition, the County pays an additional $10,737 ($0.87 per square foot) annually for air conditioning maintenance, and common area maintenance. The annual base rent for the first year of the new Lease Agreement will be $200,655 ($16.25 per square foot) inclusive of the air conditioning maintenance, and the common area maintenance. The annual rent for the second through the fifth lease year shall be adjusted by three (3) percent annually pursuant to the terms of the Lease Agreement.
LEASE CONDITIONS:	Landlord is responsible to repair or replace, as necessary, and maintain the exterior of the premises, plumbing, electrical lines, common areas (e.g., halls, stairways, elevators and lavatories), air conditioning and heating equipment, roof, and fire equipment. The County shall pay all charges for its own separately metered utilities, janitorial, and trash removal.
CANCELLATION PROVISION:	County has the right to terminate the Lease Agreement after 12 months by giving the Landlord 120 days written notice prior to its effective date.
OTHER PROPERTIES EVALUATED:	9960 NW 116 Way, Space 9, Medley – $17.00 per square foot on an annual basis for an industrial gross lease, including maintenance of the premises, electrical, and janitorial. 14160 Palmetto Frontage Road, Suite 190, Miami Lakes – $17.89 per square foot on an annual basis for a modified gross lease.

Attachment

Russell Benford
Deputy Mayor

MEMORANDUM

(Revised)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: July 14, 2015

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

SUBJECT: Agenda Item No. 14(A)(18)

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. 14(A)(18)
7-14-15

RESOLUTION NO. R-654-15

RESOLUTION APPROVING TERMS OF AND AUTHORIZING EXECUTION BY THE COUNTY MAYOR, OR THE COUNTY MAYOR'S DESIGNEE, OF A LEASE AGREEMENT BETWEEN MIAMI-DADE COUNTY AND FDG FLAGLER STATION PHASE I LLC, A DELAWARE LIMITED LIABILITY COMPANY, FOR THE PREMISES LOCATED AT 9955 N.W. 116 WAY, SUITE 10, MEDLEY, FLORIDA, TO BE UTILIZED BY THE MIAMI-DADE POLICE DEPARTMENT FOR OFFICE AND WAREHOUSE SPACE, WITH A TOTAL FISCAL IMPACT TO THE COUNTY ESTIMATED TO BE $2,899,323.00 FOR THE FIVE YEAR TERM OF THE LEASE AND THE ADDITIONAL FIVE YEAR RENEWAL OPTION PERIOD; AND AUTHORIZING THE COUNTY MAYOR, OR THE COUNTY MAYOR'S DESIGNEE, TO EXERCISE ANY AND ALL OTHER RIGHTS CONFERRED THEREIN

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board adopts and incorporates the foregoing recital and hereby approves the Lease Agreement between Miami-Dade County and FDG Flagler Station Phase I LLC, a Delaware Limited Liability Company, for the premises located at 9955 N.W. 116 Way, Suite 10, Medley, Florida, to be utilized by the Miami-Dade Police Department, for office and warehouse space, with a total fiscal impact to the County estimated to be $2,899,323.00, for the five year term of the lease, and the additional five year renewal option period, in substantially the form attached hereto and made a part hereof; and authorizes the County Mayor, or the County Mayor's designee, to execute same for and on behalf of Miami-Dade County; to exercise any and all other rights conferred therein.

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

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

The Chairperson thereupon declared the resolution duly passed and adopted this 14th day of July, 2015. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the 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. JRA

Juliette R. Antoine

LEASE AGREEMENT

THIS LEASE AGREEMENT made on the 3 day of November, 2014 by and between FDG FLAGLER STATION PHASE 1 LLC, a Delaware Limited Liability Company, as successor in interest to Flagler Development Company, LLC, hereinafter called the "LANDLORD," and MIAMI-DADE COUNTY, a political subdivision of the State of Florida, hereinafter called the "TENANT,"

WITNESSETH:

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

> 10,600 rentable square feet of air-conditioned office space and 1,748 square feet of warehouse space for a total of 12,348 square feet of space located at 9955 N.W. 116 Way, Suite 10, Medley, Florida 33178 the "Demised Premises." The Demised Premises constitutes a portion of a Building containing approximately 47,809 square feet of rentable space. (the "Building") The foregoing measurements were made and agreed to by the parties. The Building and the location of the Demised Premises are as shown on the Site Plan attached hereto as Exhibit A-1 respectively. The Building is included in a multiple-building business and industrial park known as Flagler Station (f/k/a Beacon Station) (the "Park"). The Building's square footage is approximately, 47,809 rentable square feet (the "Building Rentable Area") of which approximately 12,348 rentable square feet is to be occupied by TENANT as the Demised Premises (the "Tenant Rentable Area").

TO HAVE AND TO HOLD unto the said TENANT for a term of Five (5) years, plus one (1) five-year renewal option period, commencing on the first day of the next calendar month following the effective date of the resolution by the Board of County Commissioners approving this Lease Agreement, (the "Commencement Date") and terminating five years thereafter, for and at an annual base rent of Two-Hundred Thousand Six-Hundred Fifty Five Dollars ($200,655.00) for the first lease year, payable in twelve equal monthly installments of Sixteen Thousand Seven-Hundred Twenty One Dollars and Twenty-five Cents ($16,721.25), payable in advance on the first day of every month at FDG Flagler Station Phase 1 LLC, P.O. Box 742142, Atlanta, Georgia 30374-2142 or at such other place and to such other person as LANDLORD may from time to time designate in writing, as set forth herein. The annual rental for the

second through the fifth lease year, shall be increased by three (3%) percent each year. The October monthly installment rental payment for each year will be processed by the County after the close of the County's fiscal year, for each calendar year and paid by October 25th. Therefore, October's payment may be delayed each year and LANDLORD is so acknowledging this fact without penalty to TENANT.

This Lease Agreement replaces that certain Lease Agreement dated December 8, 2011, between LANDLORD and TENANT, which expired November 14, 2014 (the "Prior Lease"). Upon the Commencement Date of this Lease Agreement, the Prior Lease, and the holdover of the Prior Lease, shall terminate and be replaced by this Lease Agreement.

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

ARTICLE I
USE OF DEMISED PREMISES

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

TENANT shall not create a nuisance or use the Demised Premises for any illegal or immoral purpose. TENANT shall observe all reasonable rules and regulations established by LANDLORD from time to time for the Building. The rules and regulations in effect as of the date hereof, are attached to and made a part of this Lease Agreement as Exhibit B. LANDLORD will have the right at all times to change and amend the rules and regulations in any reasonable manner as it may deem advisable for the safety, care and operation or use of the Park, and/or the Demised Premises.

ARTICLE II
CONDITION OF DEMISED PREMISES

The TENANT hereby accepts the Demised Premises to be in a state of good repair and suitable for usage by TENANT at the commencement of the term of this Lease Agreement.

ARTICLE III

UTILITIES

TENANT, during the term hereof, shall pay all charges for its' own separately metered utilities (to the extent such utilities are, as of the commencement of this Lease Agreement, separately metered for the Demised Premises), and for janitorial services and trash removal.

ARTICLE IV
MAINTENANCE

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

Plumbing and electrical lines, fixtures, and equipment;
Halls, stairways, elevators, and lavatories;
Air-conditioning and heating equipment, subject to the terms of Article XX hereof;
HVAC system preventive maintenance for leased space, subject to the terms of Article XX hereof;
Roof and roof leaks;
Windows, doors, and frames;
Fire equipment, including inspection as required by applicable fire codes.

LANDLORD, at its sole cost and expense, shall perform or cause to be performed in the Demised Premises during the term of this Lease Agreement, (except for Saturdays, Sundays and holidays) the maintenance and services as described above. LANDLORD shall also repair, replace and maintain at its sole cost and expense, the electrical, mechanical, utility and plumbing systems servicing the Demised Premises, the roof and all other structural elements of the Building, except for damages to the interior of the Demised Premises caused by the negligence or willful misconduct of TENANT or TENANT's employees, agents, contractors, visitors, and/or invitees.

Upon the failure of LANDLORD to effect repairs or perform the above-stated services pursuant to this Lease Agreement and after five (5) days' written notification to do so by TENANT, TENANT may cause the repairs to be made and deduct their actual cost from the rental payments due and to become due until in each instance TENANT has fully recovered such costs in accordance with audited costs of repair furnished by TENANT to LANDLORD; provided however, that if more than five (5) days are reasonably required for LANDLORD to effect such repairs, then, LANDLORD shall not be deemed to be in violation

of this provision if LANDLORD commenced such repairs within said five (5) day period and thereafter diligently prosecutes such repairs to completion. All of the aforesaid repairs shall be made with reasonable diligence and in a good and workmanlike manner and in accordance with all terms and conditions of this Lease Agreement. TENANT shall be responsible for janitorial and custodial services for the Demised Premises and shall maintain the interior of the Demised Premises in an attractive and fully operative condition.

ARTICLE V
ALTERATIONS BY TENANT

TENANT may not make any alterations, additions, or improvements in or to the Demised Premises without the written consent of LANDLORD, which shall not be unreasonably withheld, so long as the proposed alterations, additions or improvements will not affect the structure of the Building or the Building Systems. All additions, fixtures, or improvements (except but not limited to office furniture and fixtures which are readily removable without injury to the Demised Premises) shall be and remain a part of the Demised Premises at the expiration of this Lease Agreement. Subject to the above, removable partitions installed by TENANT within the Demised Premises shall remain TENANT's property and may be removed by TENANT upon the expiration of the Lease Agreement or any renewal or cancellation hereof. TENANT shall at TENANT's expense, repair any damage to the Demised Premises or Building caused by the removal of any of TENANT's personal property. TENANT will have no authority or power, express or implied, to create or cause any construction lien or mechanics' lien or materialmen's lien or claim of any kind against the Demised Premises, the Park or any portion thereof. TENANT will promptly cause any such liens or claims to be released by payment, bonding or otherwise within thirty (30) days after request by LANDLORD, and will indemnify LANDLORD, to the extent and within the limitations of Section 768.28, of the Florida Statutes, against losses arising out of any such claim including without limitation to, legal fees and court costs.

Notice is here given that the LANDLORD will not be liable for any labor, services or material furnished or to be furnished to TENANT, or to anyone holding the Demised Premises through or under TENANT, and that no mechanics' or other liens for any such labor, such services or materials will attach to or affect the interest of LANDLORD in the Demised Premises. TENANT will disclose the foregoing

provisions to any contractor engaged by TENANT providing labor, services or material to the Demised Premises.

Throughout the term of this Agreement, LANDLORD agrees to provide any additions, fixtures, or other improvements that TENANT may request, and TENANT shall reimburse LANDLORD for any such additions, fixtures, or improvements separately invoiced to the TENANT, at the rates agreed-upon with the LANDLORD for such services.

ARTICLE VI
DESTRUCTION OF DEMISED PREMISES

In the event the Demised Premises or any portion thereof should be destroyed, or so rendered untenantable by fire, windstorm, or other casualty, either party may cancel this Lease Agreement for its convenience by the giving of written notice to the other within sixty (60) days after the occurrence of the fire, windstorm, or other casualty. In the event of cancellation under this Article, neither party shall be responsible to the other party for any expense associated with the cancellation, and TENANT shall only be liable to LANDLORD for such rents as may be due as of the date of such fire, windstorm, or other casualty.

If neither party shall exercise the foregoing right of cancellation, LANDLORD shall cause the Building and Demised Premises to be repaired and placed in good condition within one hundred eighty (180) days following the date of casualty, time being of the essence. If the Demised Premises sustained damages such that repairs cannot be completed within one hundred eighty (180) days, TENANT shall be entitled to cancel the Lease Agreement by the giving of written notice to LANDLORD at any time, notwithstanding the commencement of any repairs by LANDLORD. TENANT shall not be liable for rent during such period of time as the Demised Premises be untenantable by reason of fire, windstorm or other casualty.

In the event of partial destruction or damages to the Demised Premises which do not render the Demised Premises untenantable, the rents shall be proportionately abated in accordance with the extent to

which TENANT is deprived of use, occupancy or full enjoyment of the Demised Premises, unless TENANT exercises its right of cancellation as set forth above.

ARTICLE VII
DISABLED INDIVIDUALS

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

LANDLORD further warrants that the Demised Premises and access thereto, including but not limited to restrooms, hallways, entryways to the street, and accessible parking, if parking is provided under the Lease Agreement, shall be in compliance with the accessibility standards for government programs contained in the ADA and all requirements of Section 553.501, et seq. of the Florida Statutes. LANDLORD covenants and agrees that the Demised Premises and access thereto shall at all times be maintained in accordance with those requirements at LANDLORD's cost and expense, (unless included in Operating Expenses pursuant to the terms of this Lease Agreement) except where changes are required as a result of TENANT's change in program or work force.

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

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

provide program accessibility in connection with any such change in TENANT's programs or work force; provided that any such changes shall be made only with LANDLORD's prior written consent and in accordance with the terms of this Lease Agreement, including without limitation, Article V hereof.

ARTICLE VIII
NO LIABILITY FOR PERSONAL PROPERTY

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

ARTICLE IX
SIGNS

TENANT shall not place any signs on the Premises, Building or Park except with the prior written consent of the LANDLORD, including consent as to location and design, which may be withheld in LANDLORD's sole discretion, provided that TENANT may place exterior signs on the exterior of and in front of the Building in locations approved in advance by LANDLORD, provided that any and all such signs shall be installed and shall be maintained by TENANT at its sole cost and expense and shall be in compliance with LANDLORD's sign criteria; a copy of which is attached hereto as Exhibit C, the Rules and Regulations and all applicable laws. TENANT shall be responsible to LANDLORD for the installation, use, or maintenance of said signs and any damage caused thereby. TENANT agrees to remove all of its signs prior to the expiration or earlier termination of this Lease Agreement, and upon such removal to repair all damage incident to such removal.

ARTICLE X
LANDLORD'S RIGHT OF ENTRY

LANDLORD or any of its agents shall have the right to enter said Demised Premises during all reasonable working hours, upon the giving of twenty-four (24) hours' prior notice, unless an emergency exists (in which event no notice shall be required), for the following reasons: (i) to examine the same or to make such repairs, additions, or alterations as may be deemed necessary for the safety, comfort, or preservation thereof of said Building; (ii) to show said Demised Premises to prospective purchasers,

lenders, or anyone having a prospective interest in the Building, and during the last one-hundred eighty (180) days of the term of this Lease Agreement, or any renewal thereof, to show said Demised Premises to prospective tenants. At the election of TENANT, LANDLORD shall be accompanied by an employee of TENANT, except in the event of an emergency. LANDLORD shall use its commercially reasonable efforts to minimize any interference to TENANT's usage of the Demised Premises during the exercise of any rights granted to LANDLORD herein.

ARTICLE XI
LIABILITY FOR DAMAGE OR INJURY

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

ARTICLE XII
PEACEFUL POSSESSION

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

ARTICLE XIII
SURRENDER OF DEMISED PREMISES

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

ARTICLE XIV
INDEMNIFICATION AND HOLD HARMLESS

LANDLORD shall indemnify and hold harmless the TENANT and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the TENANT or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to, or resulting from the negligence of the LANDLORD or its employees, agents, partners, principals or invitees.

LANDLORD shall pay all claims and losses in connections therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the TENANT, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. LANDLORD expressly understands and agrees that any insurance protection required by this AGREEMENT or otherwise provided by LANDLORD shall in no way limit the responsibility to indemnify, keep and save harmless and defend the TENANT, or its officers, employees, agents, and instrumentalities as herein provided.

TENANT does hereby agree to indemnify and hold harmless the LANDLORD to the extent and within the limitations of Section 768.28, Florida Statutes, subject to the provisions of that Statute whereby the TENANT shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of $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, its agents or its employees. However, nothing herein shall be deemed to indemnify the LANDLORD from any liability or claim arising out of the negligent performance or failure of performance of the LANDLORD or any unrelated third party.

ARTICLE XV
ASSIGNMENT OR SUBLET

TENANT shall not assign this Lease Agreement or any part thereof or sublet all or any part of the Demised Premises without prior written consent of LANDLORD, which consent may be withheld in LANDLORD's sole and absolute discretion; provided, however, that with respect to any proposed assignment or sublease by TENANT to another County department and/or agency, LANDLORD's consent may only be withheld in LANDLORD's reasonable discretion. Any assignment or subletting consented to by LANDLORD shall be evidenced in writing in a form acceptable to LANDLORD.

ARTICLE XVI
SUCCESSORS IN INTEREST

It is hereby covenanted and agreed between the parties that all covenants, conditions, agreements, and undertakings contained in this Lease Agreement shall extend to and be binding on the respective

successors and permitted assigns of the respective parties hereto, the same as if they were in every case named and expressed.

ARTICLE XVII
NOTICES

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

TENANT:
Internal Services Department
Real Estate Development and Services Division
111 N.W. First Street, Suite 2460
Miami, Florida 33128

LANDLORD:

FDG Flagler Station Phase 1, LLC
C/O AEW Capital Management
Two Seaport Lane, 16th Floor
Boston, Massachusetts 02210
Attention: Asset Manager

COPY TO:

FDG Flagler Station Phase 1 LLC
10505 N.W. 112 Avenue
Suite 114
Miami, Florida 33178
Attention: Property Management

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

ARTICLE XVIII
HEATING, VENTILATION, AND AIR-CONDITIONING

LANDLORD acknowledges that it is responsible for providing and maintaining, at no cost or expense to the TENANT except as set forth below, a good, sufficient, and safe heating, ventilation, and air conditioning system to cool and heat the entire Demised Premises.

ARTICLE XIX
TERMINATION RIGHTS OF TENANT

TENANT, through its County Mayor or the County Mayor's designee, shall have the right to terminate this Lease Agreement after twelve (12) months by giving LANDLORD at least one-hundred

twenty (120) days' written notice prior to its effective date.

ARTICLE XX
HVAC MAINTENANCE CONTRACT

LANDLORD at TENANT's expense shall be required to initiate and maintain a commercial HVAC system maintenance contract(s), which shall call for regular maintenance and service at least semi-annually to such systems in accordance with industry standards. The cost of such preventive maintenance under contract shall be billed directly to TENANT by LANDLORD and shall be deemed additional rent.

ARTICLE XXI
PARKING AND GROUNDS

TENANT shall have the right to use the parking areas associated with the Building at a rate of 2.18 vehicles per 1,000 square feet of Demised Premises.

ARTICLE XXII
WAIVER OF LANDLORD'S LIEN

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

ARTICLE XXIII
FORCE MAJEURE

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

ARTICLE XXIV
LANDLORD'S DEFAULT

It shall constitute a default of this Lease Agreement by LANDLORD if, except as otherwise

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

ARTICLE XXV
WAIVER

If, under the provisions hereof, LANDLORD or TENANT shall institute proceedings and a compromise or settlement thereof shall be made, the same shall not constitute a waiver of any covenant herein contained nor of any of LANDLORD's or TENANT'S rights hereunder, unless expressly stated in such settlement agreement. No waiver by LANDLORD or TENANT of any provision hereof shall be deemed to have been made unless expressed in writing and signed by both parties. No waiver by LANDLORD or TENANT of any breach of covenant, condition, or agreement herein contained shall operate as a waiver of such covenant, condition, or agreement itself or of any subsequent breach thereof. No payment by TENANT or receipt by LANDLORD of lesser amount than the monthly installments of rent (or additional rent obligations stipulated) shall be deemed to be other than on account of the earliest stipulated rent nor shall any endorsement or statement on any check or letter accompanying a check for payment of rent or any other amounts owed to LANDLORD be deemed an accord and satisfaction and

LANDLORD may accept such check or payment without prejudice to or waiver of LANDLORD's right to recover the balance of such rent or other amount owed or to pursue any other remedy provided in this Lease Agreement. No reentry by LANDLORD and no acceptance by LANDLORD of keys from TENANT shall be considered an acceptance of a surrender of this Lease Agreement.

ARTICLE XXVI
DEFAULT OF TENANT

If TENANT shall fail to pay any monthly installment or item of rent on the date when the same becomes due or shall violate or fail to perform any of the other conditions, covenants, or agreements herein made by TENANT, and if such violation or failure continues for a period of thirty (30) days after written notice thereof to TENANT by LANDLORD, except for failure to pay rent, which shall have a fifteen (15) day period for cure after written notice thereof to TENANT by LANDLORD, (unless LANDLORD has already given two (2) such notices of default during the previous twelve-month period in which event LANDLORD shall have no obligation to give such notice.) and further, if TENANT shall be diligently attempting to cure such failure to perform any other conditions, covenants, or agreements, (other than its failure to pay Rent) the time to cure such failure shall be extended for so long as TENANT shall diligently prosecute such cure, then LANDLORD may proceed with any remedy available at law or in equity in the State of Florida or by such other proceedings, including reentry and possession, as may be applicable. All rights and remedies of LANDLORD under this Lease Agreement shall be cumulative and shall not be exclusive of any other rights and remedies provided to LANDLORD under applicable law.

ARTICLE XXVII
ASSIGMENT BY LANDLORD

If the interests of LANDLORD under this Lease Agreement shall be transferred voluntarily or by reason of foreclosure or other proceedings for enforcement of any mortgage on the Demised Premises, TENANT shall be bound to such transferee (herein sometimes called the "Purchaser") for the balance of the term hereof remaining, and any extension or renewals thereof which may be effected in accordance with the terms and provisions hereof, with the same force and effect as if the Purchaser were the LANDLORD under this Lease Agreement, and TENANT does hereby agree to attorn to the Purchaser,

including the Mortgagee under any such mortgage if it be the Purchaser, as its LANDLORD, said attornment to be effective and self-operative without the execution of any further instruments upon the Purchaser succeeding to the interest of the LANDLORD under this Lease Agreement. The respective rights and obligations of TENANT and the Purchaser upon such attornment, to the extent of the then remaining balance of the term of this Lease Agreement and any such extensions and renewals, shall be and are the same as those set forth herein. In the event of such transfer of LANDLORD's interests, LANDLORD shall be released and relieved from all liabilities and responsibility to TENANT thereafter accruing under this Lease Agreement or otherwise and LANDLORD's successor by acceptance of rent from TENANT hereunder shall become liable and responsible to TENANT in respect to all obligations of the LANDLORD under this Lease Agreement.

ARTICLE XXVIII
NON-DISTURBANCE

The Lease Agreement shall be subordinate and subject to all ground or underlying leases and mortgages covering the fee of the property, or which at any time thereafter affect the property, and to all renewals, modifications, or replacements thereof; provided, however, that with respect to any ground lease agreement, underlying lease agreement, or mortgage subsequent to the date of this Lease Agreement, such subordination shall not be effective unless and until LANDLORD shall obtain from any and all such ground lessors, underlying lessors, and/or lenders a written subordination, non-disturbance and Attornment agreement in the form attached hereto as Exhibit D, with TENANT wherein any and all such ground lessors, underlying lessors, and/or lenders shall agree that the Lease Agreement shall not be divested or in any way affected by foreclosure, other default proceedings, or other succession in interest by or under any ground lease agreement, lease agreement mortgage, or obligation secured thereby, so long as TENANT complies with the terms, conditions, and covenants of this Lease Agreement and performs its obligations under this Lease Agreement (said agreement being referred to herein as "Subordination, Non-Disturbance

and Attornment Agreement"). If LANDLORD shall so fail to obtain a Non-Disturbance Agreement from any ground lessor, holder of any mortgage, or underlying lessor, then the parties recognize that this Lease Agreement shall be and remain superior to any such ground lease agreement, underlying lease agreement, and/or mortgage entered into or executed subsequent to the date of this Lease Agreement. LANDLORD and TENANT agree that the terms, conditions, and covenants contained herein shall not be altered or affected by any subsequent change in ownership of the Property by reason of foreclosure, conveyance, or otherwise. Any document purporting to transfer ownership in the Property, whether presently in existence or not, shall be subordinate to this Agreement, and subject to the terms, obligations, and covenants herein.

ARTICLE XXIX
LANDLORD'S RIGHT TO REPAIR

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

ARTICLE XXX
ESTOPPEL CERTIFICATES

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

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

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

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

D. stating the terms of any renewal or expansion option of TENANT, if any;

E. stating that TENANT is in possession of the Demised Premises;

F. stating whether LANDLORD or TENANT has any offsets or claims against the other party and, if so, specifying with particularity the nature and amount of such offset or claim; and

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

ARTICLE XXXI
AMENDMENT

All amendments to this Lease Agreement must be in writing and signed by LANDLORD prior to submittal to the Board of County Commissioners.

ARTICLE XXXII
ENVIRONMENTAL QUALITY

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

A. INDOOR AIR QUALITY. LANDLORD shall at all times maintain the Heating, Ventilating, and Air Conditioning System (HVAC) in the Demised Premises and shall perform at least the minimum periodic preventive maintenance on the HVAC system equipment in accordance with the manufacturer's specifications and recognized industry standards for such equipment.

B. WATER QUALITY. LANDLORD shall, following any build-out, changes, or repairs by LANDLORD significantly impacting the plumbing system, have the drinking water sampled and tested for

lead by a recognized Testing Laboratory. Results of such tests shall not exceed the EPA standard for lead in drinking water of 15 PPB. The drinking water test shall be paid for by LANDLORD and the original test results shall be furnished to TENANT.

C. NOTICE OF PEST MANAGEMENT OPERATIONS. The use of pesticide sprays or dusts in the Demised Premises as part of pest control services shall only be used in places of infestation as demonstrated by sticky traps or other such devices observed by TENANT or but never as a preventative measure. Such spot sprays or dusts shall be only after normal working hours to allow for ventilation before TENANT employees re-enter the Demised 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. To the extent of customary construction practices and recognized industry standards, 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.

ARTICLE XXXIII
OPTION TO RENEW

Provided this Lease Agreement is not otherwise in default, TENANT, through its County Mayor, or the County Mayor's designee, is hereby granted the option to extend this Lease Agreement for one (1) additional five (5) year renewal option period, under the same terms and conditions set forth herein, except that the rental rate shall be based on the "prevailing market rental rate" of the Demised Premises. The "prevailing market rental rate" of the Demised Premises shall be an amount, including base rent and annual escalation increases, reasonably determined by LANDLORD on the basis of the then-prevailing

market rental rates on an industrial gross basis for industrial space comparable to the Premises as reflected in one or more leases executed by LANDLORD with new tenants of the Park within the twelve-month period immediately preceding commencement of the renewal term, provided that such annual escalation increases shall be not less than three (3%) percent per year for each year of the renewal term, and further provided that in no event shall the prevailing market rental rate for such renewal term be less than the base rental rate in effect in the last month of the preceding period. Tenant shall exercise such option to extend by giving LANDLORD notice in writing at least ninety (90) days prior to the expiration of this Lease Agreement or any extension thereof.

ARTICLE XXXIV
FURNITURE, FIXTURES AND EQUIPMENT

LANDLORD shall allow TENANT the use of the existing telephone system (Nortel Norstar) and furniture (inventory attached hereto as Exhibit E) during the term of this Lease Agreement. TENANT accepts such furniture and equipment in its "as is" condition without recourse, representation or warranty of any kind by or from the LANDLORD, and LANDLORD hereby, expressly disclaims any and all implied warranties concerning the condition thereof, either in whole or in part, including but not limited to, the implied warranties of habitability, merchantability or fitness for a particular purpose. TENANT shall be fully responsible for the maintenance, repair and/or replacement of such furniture and equipment (normal wear and tear excepted) during the term of this Lease Agreement, and the LANDLORD shall have no obligations in connection therewith.

ARTICLE XXXV
HAZARDOUS MATERIALS

Throughout the term of this Lease Agreement the TENANT will prevent the presence, use generation, release, discharge, storage, disposal, or transportation of any Hazardous Materials (as hereinafter defined) on, under, in, above, to, or from the Demised Premises except that, Hazardous Materials may be used in the Demised Premises as necessary for the customary maintenance of the Demised Premises provided that same are used, stored and disposed of in strict compliance with applicable

laws. For purposes of this provision, the term "Hazardous Materials" will mean and refer to any wastes, materials, or other substances of any kind or character that are or become regulated as hazardous or toxic waste or substances or which require special handling or treatment, under any applicable laws.

If TENANT's activities at the Demised Premises or TENANT's use of the Demised Premises (a) results in a release of Hazardous Materials that is not in compliance with applicable laws or permits issued thereunder, (b) gives rise to any claim or requires a response under common law or applicable laws or permits issued thereunder, (c) causes a significant public health effect, or (d) creates a nuisance, or (e) causes the presence at the Demised Premises of Hazardous Materials in levels that violate applicable laws or permits issued thereunder, then TENANT shall, at its sole cost and expense: (i) immediately provide verbal notice thereof to LANDLORD as well as notice to LANDLORD in the manner required by this Lease Agreement, which notice shall identify the Hazardous Material(s) involved and the emergency procedures taken or to be taken; and (ii) promptly take all action in response to such situation required by applicable laws, provided that TENANT shall first obtain LANDLORD's approval of the non-emergency remediation plan to be undertaken.

ARTICLE XXXVI
INSURANCE

TENANT will throughout the Lease term (and any other period when TENANT is in possession of the Demised Premises) be self-insured as to worker's compensation, public liability and automobile liability coverage. TENANT shall provide evidence of such coverage to LANDLORD upon execution of the Lease Agreement. All personal property placed or moved in the Demised Premises shall be at the risk of TENANT or the owner thereof. LANDLORD shall not be liable to TENANT for any damage to said personal property unless caused by or due to the negligence or misconduct of LANDLORD, its agents or employees.

ARTICLE XXXVII
MISCELLANEOUS

(i) Radon is a naturally occurring radioactive gas that, when it has accumulated in a Building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in Building in the state of Florida. Additional information regarding radon and radon testing may be obtained from your county public health department; (ii) TENANT shall not record this Lease Agreement or any memorandum of lease without prior written consent from LANDLORD; (iii) This Lease Agreement shall be governed by the laws of the state of Florida; (iv) Time is of the essence of this Lease Agreement and all provisions contained herein; (v) LANDLORD and TENANT disclaim any intention to create a joint venture, partnership or agency relationship; and (vi) All riders, addenda and Exhibits attached hereto and referenced herein shall be deemed to be a part of hereof and are hereby incorporated as part of this Lease Agreement.

ARTICLE XXXVIII
HOLDOVER

If TENANT, with LANDLORD's consent, remains in possession of the Demised Premises after expiration of the term and if LANDLORD and TENANT have not executed an expressed written agreement as to such holding over, then such occupancy shall be a tenancy from month to month at a monthly rental for the first month, after expiration of the term, equivalent to one hundred fifteen (115%) percent of the monthly rental in effect immediately prior to expiration, such payments to be made as herein provided. In the event of such holding over, all of the terms of the Lease Agreement including the payment of all charges owing hereunder other than rent shall remain in force and effect on said month to month basis.

ARTICLE XXXIX
BROKER'S FEE

TENANT covenants, represents and warrants that TENANT had no dealings or negotiations with any broker or agent other than Flagler Brokerage and Management Services, LLC, ("Flagler") in connection with the consummation of this Lease Agreement. Flagler is the sole broker with whom LANDLORD has dealt in this transaction and LANDLORD agrees to pay any commissions due said

broker. TENANT acknowledges that Flagler represents solely the LANDLORD with respect to this transaction. TENANT agrees to indemnify LANDLORD against any loss, liability, or expense (including attorney's fees and costs) arising out of successful claims for fees or commissions from anyone other than Flagler with whom TENANT has dealt in connection with the lease of the Demised Premises. LANLORD agrees to indemnify TENANT against any loss, liability, or expense (including attorney's fees and costs) arising out of successful claims for fees or commission from anyone other than Flagler with whom LANDLORD has dealt in connection with the lease of the Demised Premises.

ARTICLE XL
GOVERNING LAW

This Lease Agreement, including any Exhibits or amendments, if any, and all matters relating thereto (whether in contract, statute, tort or otherwise) shall be governed by and construed in accordance with the laws of the State of Florida, and the venue for any disputes shall be in Miami-Dade County.

ARTICLE XLI
WRITTEN AGREEMENT

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

[THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK]
[ONLY THE SIGNATURE PAGE FOLLOWS]

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

(CORPORATE SEAL)

FDG FLAGLER STATION PHASE I LLC
A Delaware Limited Liability Company

WITNESS

WITNESS

By: _____

Name: Daniel J. Bradley

Its: Authorized Signatory

(LANDLORD)

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

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

By: _____
Carlos A. Gimenez
Mayor

(TENANT)

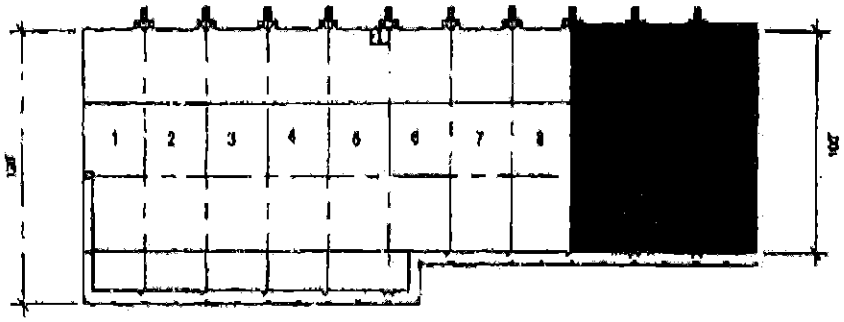
Approved by the County Attorney as
to form and legal sufficiency.____

36898969.21.case #22-2032-006-0100-1.01

23

EXHIBIT A-1

SITE PLAN



OSW1

EXHIBIT B

RULES AND REGULATIONS

1. In the event of an emergency situation in the Park, such as an injury to a person, damage to property, persons in the Park acting in a suspicious or threatening manner, bomb threat, water leak or fire, any tenant who is aware of such emergency shall notify the Property Manager immediately.

2. No tenant shall place any additional locks or similar devices upon any door, except for vaults and safes previously approved by the Property Manager. No lock shall be changed except with prior written consent of Property Manager, which shall not be unreasonably withheld, conditioned or delayed. All locks shall be compatible with the Property Manager's master key. Upon the termination of a lease, the tenant shall surrender all keys to its Premises to the Property Manager.

3. Every move of furniture or equipment into or out of a building or from one suite to another suite within a building shall be coordinated with the Property Manager at least 24 hours in advance. The Property Manager may designate the time during which the move may be conducted so as to minimize inconvenience to other tenants.

4. Window coverings, which must be of such shape, color, material, quality and design as may be reasonably prescribed by the Property Manager, may not be installed without the Property Manager's prior written consent which shall not be unreasonably withheld, conditioned or delayed. Landlord may withhold its consent if such coverings are visible from the exterior of the Premises.

5. No tenant shall obstruct the sidewalks, entrances, lobbies, elevators, elevator lobbies, halls, or stairways in or about any building in the Park, and shall not use any such area for storage or for any purpose other than ingress and egress. No tenant shall utilize any mechanical or electrical room for storage purposes.

6. No tenant shall create or maintain a nuisance nor make or permit any noises or odors that are reasonably objectionable to another tenant to emanate from or about its Premises.

7. Each tenant shall observe and obey all parking and traffic regulations, which may include among other things speed limits, stop signs, yielding to pedestrians at all times, no parking zones, tow away zones or parking decals, from time to time established by the Property Manager. No vehicle shall be parked in a manner that utilizes more than one parking space.

8. No tenant shall make any suite-to-suite canvass to solicit business from other tenants in the Park. Property Manager may prohibit any other solicitation in the Park and require registration, satisfactory identification and credentials from all persons seeking access to any part of the Building or Park. No tenant shall conduct or cause to be conducted any auctions or sales in its Premises or in the Park.

237001305

9. No tenant shall display any sign, letter, picture, notice, advertisement or the like, whether temporary or permanent, in any common area, including lobbies and elevator lobbies, or in a manner that is visible from outside the Premises.

10. No tenant may use the name of the Park or any building situated therein for any purpose other than that of the business address of Tenant, and shall not use any picture or likeness of the Park or any building situated therein in any circulars, notices, advertisements or correspondence without Landlord's prior written consent.

11. No tenant shall bring any animal (excepting only dogs trained to assist handicapped persons) into the Park. Bicycles, unicycles, motorcycles, mopeds, Segways, skateboards, scooters and all other vehicles are prohibited in or about the buildings and sidewalks of the Park.

12. No tenant shall waste electricity or water. Each tenant shall cooperate with the reasonable requests of Landlord's property manager to utilize electricity and water in its Premises efficiently. Each tenant shall ensure that no electrical circuit within its Premises is overloaded. No tenant shall adjust any common HVAC controls other than room thermostats installed for specific use. No tenant shall tie, wedge or otherwise fasten open any water faucet or outlet. No tenant shall prop open any common corridor doors or exterior doors of any building.

13. Tenant shall not overload any floor and shall not install any heavy safes, business machines, files or other heavy equipment without obtaining the approval of Landlord's property manager.

14. No tenant shall deface or damage any property of another tenant or property that is part of the Park, including but not limited to the buildings, fixtures and equipment.

15. Smoking is prohibited in each building, within twenty-five feet of any building entrance, and in the Park common areas, except for smoking areas designated by the Property Manager.

16. Each tenant shall use all improvements, equipment and fixtures within the buildings and common areas of the Park, including but not limited to restrooms, elevators, stairways, hallways, lobby, sidewalks, parking lots and landscape areas, in the manner and for the purposes for which they are designed. Each tenant shall be responsible for any damage caused by its failure to do so.

17. No machinery or apparatus other than computers, copiers, facsimile machines, paper shredders and other small office equipment shall be operated in the tenant's Premises or anywhere in the Park without prior written approval of Landlord's property manager (the "Property Manager"), which shall not be unreasonably withheld, conditioned or delayed. No explosives, articles deemed hazardous because of flammability, or other materials of an intrinsically hazardous nature shall be brought into any building in the Park.

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All references to tenant in these Rules and Regulations shall include the employees, agents, contractors, licensees or invitees of the tenant.

EXHIBIT C

LANDLORD'S SIGN CRITERIA

Primary Tenant Identification Sign:

Tenant shall be allowed one primary sign on the building elevation containing the Premises front entrance facing a street, consisting of the company name and corporate logo only and located in a designated sign area of the Building in which the Premises is located.

Each Building standard tenant sign shall consist of a 4' x 12' aluminum frame made from 2"x4" structural aluminum channel with corners mitered and heliarc welded, internal angle brackets for mounting at all four corners. Frame to be painted to match existing Building standards. Face panel consists of a .063 aluminum sheet, painted Moonstone Beige (Building Standard). Alternate panel colors are subject to the prior written approval of Landlord. Graphics to be face applied 7 year vinyl or digital print.

No sign shall exceed 4'0" in overall height and the exact location for any signs must be approved by Landlord in writing prior to fabrication or installation of such signs. Signage shall not exceed 12'0" in length for buildings designated as OW, OSW, RB, PLW and DFLW. Signage shall not exceed 8'0" in length for the building designated as SC Building. A side setback of a minimum of 3'0" from Tenant side lease line with adjacent tenants shall be required.

All sign frames shall be surface mounted and shall be located within a signage banded area located at the top of the Building parapet.

Secondary Signs:

Each Tenant shall have a suite number at the rear entrance to its Premises in the loading dock area designed, fabricated and installed by Landlord. Such suite number signage shall not be altered, removed or relocated.

Each Tenant shall have a postal I.D. number at the front entrance to its Premises designed, fabricated and installed by Landlord. Such postal identification number signage shall not be altered, removed or relocated.

If Tenant wishes to have additional signs, Tenant shall submit a written request to Landlord that includes, at a minimum, the proposed location and dimensions of the sign. Any additional signs must be approved by Landlord in writing prior to fabrication and installation of such signs. Landlord's approval of additional signs may be granted or withheld in Landlord's sole discretion.

No banners or temporary signs of any kind will be permitted.

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Landlord Approval:

All signs shall be submitted by Tenant to Landlord for written approval prior to fabrication and installation. Landlord's approval of signs may be granted or withheld in Landlord's sole discretion. Final location of all signs will be determined solely by Landlord in Landlord's sole discretion.

Permitting:

Tenant, or Tenant's sign fabricator, at Tenant's sole expense, shall obtain all necessary permits and approvals for all signs through the Town of Medley sign code procedure prior to fabrication and installation of any sign.

EXHIBIT D

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

(see attached)

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

MassMutual Loan
No._____

Massachusetts Mutual Life Insurance Company
c/o Cornerstone Real Estate Advisers
One Financial Plaza
Hartford, Connecticut 06103
Attention: Finance Group Loan Servicing

Re: _____ *(Insert Property name and location)*

The undersigned, _____, ("Tenant") understands that Massachusetts Mutual Life Insurance Company ("Lender") has made or will be making a loan (the "Loan") to _____ ("Landlord") secured by a mortgage or deed of trust (the "Mortgage") encumbering the real property (the "Property") described on Exhibit A, attached hereto and made a part hereof. Tenant and Landlord entered into a lease agreement (the "Lease") dated _____ by which Tenant leased from Landlord certain premises commonly known as _____ (the "Leased Premises"), and constituting a portion of the Property. Tenant desires to be able to obtain the advantages of the Lease and occupancy thereunder in the event of foreclosure of the Mortgage and Lender wishes to have Tenant confirm the priority of the Mortgage over the Lease.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the parties hereto agree as follows:

1. Tenant hereby subordinates all of its right, title and interest under the Lease to the lien, operation and effect of the Mortgage and any other mortgages (as the same may be modified and/or extended from time to time) now or hereafter in force against the Property, and to any and all existing and future advances made under such Mortgage and any other mortgages.

2. In the event that Lender becomes the owner of the Property by foreclosure, deed in lieu of foreclosure, or otherwise, Tenant agrees to unconditionally attorn to Lender and to recognize it as the owner of the Property and the Landlord under the Lease. The Lender agrees not to terminate the Lease or disturb or interfere with Tenant's possession of the Leased Premises during the term of the Lease, or any extension or renewal thereof, so long as Tenant is not in default under the Lease beyond applicable notice, grace and cure periods, if any.

3. Tenant agrees to commence paying all rents, revenues and other payments due under the Lease directly to Lender after Lender notifies Tenant that Lender is the owner and holder of the Loan and is invoking Lender's rights under the Loan documents to directly receive from Tenant all rents, revenues and other payments due under the Lease. By making such payments to Lender, Tenant shall be deemed to have satisfied all such payment obligations to Landlord under the Lease.

4. This Agreement shall inure to the benefit of Lender's affiliates, agents, co-lenders and participants, and each of their respective successors and assigns (each a "Lender Party" and collectively, the "Lender Parties").

IN WITNESS WHEREOF, the parties hereto have caused this Subordination, Non-Disturbance and Attornment Agreement to be duly executed as of the ____ day of _____, 20____.

TENANT:

[INSERT NAME OF TENANT]

By _____
Name:
Title:

LANDLORD:

[INSERT NAME OF LANDLORD]

By: _____
Name:
Title:

LENDER:

MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY

By: Cornerstone Real Estate Advisers LLC,
its authorized agent

By: _____
Name:
Title:

NOTARY ACKNOWLEDGEMENTS

STATE OF)
) ss.
COUNTY OF)

On this, the _____ day of _____ 20__, before me, the undersigned party, personally appeared _____ who acknowledged himself/herself to be the _____ of _____, a _____, and that he/she as such _____, being authorized to do so, executed the foregoing Subordination, Non-disturbance and Attornment Agreement for the purposes therein contained by signing the name of the _____ by himself/herself as _____.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

_____
Notary Public
My Commissions Expires:

STATE OF)
) ss.
COUNTY OF)

On this, the _____ day of _____ 20__, before me, the undersigned party, personally appeared _____, who acknowledged himself/herself to be the _____ of _____, a _____, and that he/she as such _____, being authorized to do so, executed the foregoing Subordination, Non-disturbance and Attornment Agreement for the purposes therein contained by signing the name of the _____ by himself/herself as _____.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

_____
Notary Public
My Commissions Expires:

STATE OF _____)
) ss.
COUNTY OF _____)

On this, the ___ day of _____ 20__, before me, the undersigned party, personally appeared _____ who acknowledged himself/herself to be a _____ of Cornerstone Real Estate Advisers LLC, a Delaware limited liability company, and that he/she as such _____ being authorized to do so, executed the foregoing Subordination, Non-disturbance and Attornment Agreement for the purposes therein contained by signing the name of the corporation by himself/herself as a _____.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

_____
Notary Public

My Commission Expires:

EXHIBIT A

LEGAL DESCRIPTION

[illegible]

EXHIBIT "E"

Reception Area

[illegible]

[illegible]

[illegible]

Offices

[illegible]

Copy Room

[illegible]

File Room

[illegible]

[illegible]