

SECTION 4
BID SUBMITTAL FORM

Submit Bid To:
CLERK OF THE BOARD
Stephen P. Clark Center
111 NW 1st Street
17th Floor, Suite 202
Miami, Florida 33128-1983

OPENING: 2:00 P.M.
Wednesday,
August 6, 2008



PLEASE QUOTE PRICES F.O.B. DESTINATION, FREIGHT ALLOWED, LESS TAXES,
DELIVERED IN MIAMI-DADE COUNTY, FLORIDA

NOTE: Miami-Dade County is exempt from certain taxes (Federal, State, Local). Bid price should be less these taxes. Tax Exemption Certificate furnished upon request.

Issued by: DPM Date Issued: This Bid Submittal Consists of
994 Purchasing Division 07/21/2008 Pages 11 through 15, the
attached Affidavits, and the
Lease Agreement

Sealed bids subject to the Terms and Conditions of this Invitation to Bid and the accompanying Bid Submittal. Such other contract provisions, specifications, drawings or other data as are attached or incorporated by reference in the Bid Submittal, will be received at the office of the Clerk of the Board at the address shown above until the above stated time and date, and at that time, publicly opened for furnishing the supplies or services described in the accompanying Bid Submittal Requirement.

Lease – Banking Facility at the Stephen P. Clark Center (SPCC)

A Bid Deposit in the amount of N/A of the total amount of the bid shall accompany all bids
A Performance Bond in the amount of N/A of the total amount of the bid will be required upon execution of the contract by the successful bidder and Miami-Dade County

DO NOT WRITE IN THIS SPACE

ACCEPTED _____ HIGHER THAN LOW _____
NON-RESPONSIVE _____ NON-RESPONSIBLE _____
DATE B.C.C. _____ NO BID _____
ITEM NOS. ACCEPTED _____
COMMODITY CODE: 971, 971-45, 946-25
Sr. Procurement Contracting Agent Km! Ra

FIRM NAME: DADE COUNTY FEDERAL CREDIT UNION

RETURN ONE ORIGINAL AND TWO COPIES OF BID SUBMITTAL PAGES AND AFFIDAVITS

FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL PREFERENCE ON PAGE 15 OF SECTION 4, BID SUBMITTAL FORM SHALL RENDER THE VENDOR INELIGIBLE FOR LOCAL PREFERENCE

FAILURE TO SIGN PAGE 15 OF SECTION 4, BID SUBMITTAL FORM, WILL RENDER YOUR BID NON-RESPONSIVE

BID SUBMITTAL FOR:

Lease – Banking Facility at the Stephen P. Clark Center (SPCC)

FIRM NAME: DADE COUNTY FEDERAL CREDIT UNION

Miami-Dade County, through the General Services Administration, Real Estate Development Division, seeks to establish a contract and Lease Agreement for an established financial institution to lease, operate, maintain, and manage the premises specified herein for the purpose of providing a full service banking facility at the Stephen P. Clark Center (SPCC), located at 111 NW 1st Street, Suite 103, Miami, Florida. The Lessee will be responsible for a total of 1,067 square feet of retail space.

The Bidder offers to pay as rental for the use and occupancy of the Leased Premises, at the times and in the manner provided in the Lease Agreement, minimum annual rental as set forth below.

Minimum Annual Rental of \$ 60,819 per year; payable in

Monthly Installments of \$ 5,068.25 on the first day of each month.

MINIMUM BID: The County reserves the right not to consider bids offered that are less than the amount of \$57,618 per annum, or \$54 per square foot, being the amount currently obtained for the Leased Premises.

REQUIRED ATTACHMENTS:

- A properly executed and signed copy of the attached Lease Agreement without any changes or modifications to the terms and conditions contained therein.
- Written evidence and copies of documents verifying that the bidder meets the following minimum criteria established in Section 2, Paragraph 2.6.2 and its Sub-paragraphs:
 - Lessee must be a federally regulated financial institution that engages in the business of taking deposits, lending, and providing other financial services.
 - The financial institution must have a branch located within the territorial boundaries of Miami-Dade County, Florida.
 - The financial institution must be on the list of Qualified Public Depositories as designated by the office of State Treasurer and as required by the Florida Security for Public Deposits Act, Chapter 280, Florida Statutes.
 - The financial institution must be a member of the Federal Reserve System.

BID SUBMITTAL FOR:

Lease – Banking Facility at the Stephen P. Clark Center (SPCC)

FIRM NAME: DADE COUNTY FEDERAL CREDIT UNION

- Is an originating depository financial institution authorized by the Federal Reserve System.
- Is an originating depository financial institution authorized by the Federal Reserve to originate direct deposits.
- Must provide a listing of the Board of Directors and Officers of the Organization.

SECTION 4
BID SUBMITTAL FOR:

Lease – Banking Facility at the Stephen P. Clark Center (SPCC)

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

LIST BELOW ARE THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN CONNECTION WITH THIS BID

- Addendum #1, Dated JULY 22, 2008
- Addendum #2, Dated JULY 25, 2008
- Addendum #3, Dated JULY 31, 2008
- Addendum #4, Dated _____
- Addendum #5, Dated _____
- Addendum #6, Dated _____
- Addendum #7, Dated _____
- Addendum #8, Dated _____

PART II:

NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID

FIRM NAME: DADE COUNTY FEDERAL CREDIT UNION

AUTHORIZED SIGNATURE: Marla Fenua DATE: 8/5/08

TITLE OF OFFICER: VICE PRESIDENT - ASSET MGMT.



BID SUBMITTAL FORM

Bid Title: Lease – Banking Facility at the Stephen P. Clark Center (SPCC)

By signing this Bid Submittal Form the Bidder certifies that it satisfies all legal requirements (as an entity) to do business with the County, including all Conflict of Interest and Code of Ethics provisions in Section 2-11 of the Miami-Dade County Code.

In accordance with Sec. 2-11.1(s) of the County Code as amended, prior to conducting any lobbying regarding this solicitation, the Bidder must file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Bidder.

The Bidder confirms that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same goods and/or services and in all respects is without collusion, and that the Bidder will accept any resultant award.

Pursuant to Miami-Dade County Ordinance 94-34, any individual, corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten (10) years shall disclose this information prior to entering into a contract with or receiving funding from the County.

Place a check mark here only if bidder has such conviction to disclose to comply with this requirement.

COUNTY USER ACCESS PROGRAM (UAP): Joint purchase and entity revenue sharing program

For the County's information, the bidder is requested to indicate, at 'A' and 'B' below, its general interest in participating in the Joint Purchase Program of the County User Access Program (UAP) described in Section 2.21 of this contract solicitation, if that section is present in this solicitation document.

- A. If awarded this County contract, would you be interested in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located within the geographical boundaries of Miami-Dade County?
B. If awarded this County contract, would you be interested in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located outside the geographical boundaries of Miami-Dade County?

LOCAL PREFERENCE CERTIFICATION: The responding vendor hereby attests, by checking one of the following blocks, that it is a local business. For the purpose of this certification, a "local business" is a business located within the limits of Miami-Dade County (or Broward County in accordance with the Interlocal Agreement between the two counties) that conforms with the provisions of Section 1.10 of the General Terms and Conditions of this solicitation and contributes to the economic development of the community in a verifiable and measurable way.

Firm Name: DADE COUNTY FEDERAL CREDIT UNION

Street Address: 1500 NW 107 AVENUE, MIAMI FL 33172

Mailing Address (if different):

Telephone No. (786) 845-3167 Fax No. (305) 392-2597

Email Address: mferreira@dcfcu.org FEIN No. 59-01618411912

Prompt Payment Terms: % days net days (Please see paragraph 1.2 H of General Terms and Conditions) *By signing this document the bidder agrees to all Terms and Conditions of this Solicitation and the resulting Contract*

Signature: Marla Ferreira (Signature of authorized agent)

Print Name: MARLA FERREIRA Title: VP-ASSET MGMT.

Failure to sign this page shall render your Bid non-responsive.



APPENDIX
AFFIDAVITS
FORMAL BIDS



Miami-Dade County
Department of Procurement Management
Affirmation of Vendor Affidavits

In accordance with Ordinance 07-143 amending Section 2-8.1 of the Code of Miami-Dade County, effective June 1, 2008, vendors are required to complete a new Vendor Registration Package, including a Uniform Affidavit Packet (Vendor Affidavits Form), before being awarded a new contract. The undersigned affirms that the Vendor Affidavits Form submitted with the Vendor Registration Package is current, complete and accurate for each affidavit listed below.

Contract No.: 8761-2/28 Federal Employer Identification Number (FEIN):

Contract Title: LEASE - BANKING FACILITY at the Stephen P. Clark BLDG.

Affidavits and Legislation/ Governing Body

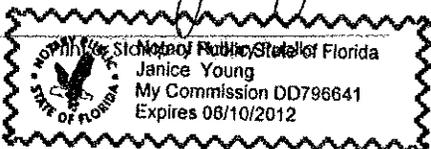
Table with 10 rows listing various Miami-Dade County codes and regulations such as Ownership Disclosure, Employment Disclosure, Drug-free Workplace Certification, Disability Non-Discrimination, Debarment Disclosure, Vendor Obligation to County, Business Ethics, Family Leave, Living Wage, and Domestic Leave and Reporting.

MARLA FERREIRA VP- ASSET MGMT. Marla Ferreira
DADE COUNTY FEDERAL CREDIT UNION
1500 NW 107 AVENUE FLORIDA 33172

Notary Public Information

Notary Public - State of Florida County of Dade
Subscribed and sworn to before me this 4th day of August 20 08
He or she is personally known to me [X] or has produced identification []

Type of Identification produced
Signature of Notary Public Serial Number



Expiration Date Notary Public Seal

SUBCONTRACTOR/SUPPLIER LISTING

Firm Name of Prime Contractor/Respondent: DADE COUNTY FEDERAL CREDIT UNION
(Ordinance 97-104)

Bid No.: 8761-2/28 Title: LEASE-BANKING FACILITY AT STEPHEN P. CLARK BLDG.

This form, or a comparable listing meeting the requirements of Ordinance No. 97-104 MUST be completed, signed and submitted by all bidders and respondents on County contracts for purchases of supplies, materials or services, including professional services which involve expenditures of \$100,000 or more, and all bidders and respondents on County or Public Health Trust construction contracts which involve expenditures of \$100,000 or more. A bidder or respondent who is awarded the contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified, except upon written approval of the County.
 This form, or a comparable listing meeting the requirements of Ordinance No. 97-104, MUST be completed, signed and submitted even though the bidder or proposer will not utilize subcontractors or suppliers on the contract. The bidder or proposer should enter the word "NONE" under the appropriate heading of sub form 100 in those instances where no subcontractors or suppliers will be used on the contract.

Business Name and Address of First Tier Subcontractor/Subconsultant	Principal Owner	Scope of Work to be Performed by Subcontractor/Subconsultant	(Principal Owner) Gender Race
NONE			
Business Name and Address of Direct Supplier	Principal Owner	Supplies/Materials/Services to be Provided by Supplier	(Principal Owner) Gender Race
NONE			

I certify that the representations contained in this Subcontractor/Supplier Listing are to the best of my knowledge true and accurate

Manuela Ferreira
 Prime Contractor/Respondent's Signature

Manuela FERREIRA
 Print Name
 (Duplicate if additional space is needed)

VP-Asset Mgmt.
 Print Title

8/5/08
 Date

FORM 100



LEASE AGREEMENT

BETWEEN MIAMI-DADE COUNTY

AND

DADE COUNTY FEDERAL CREDIT UNION

AT

MIAMI, FLORIDA

LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter referred to as "Lease"), made and entered into this ____ day of _____, 2008, by and between _____ having its principal offices at _____ (hereinafter referred to as the "Lessee"), and MIAMI-DADE COUNTY, FLORIDA, a political subdivision of the State of Florida, having its principal office at 111 NW 1st Street, Miami, Florida 33128 (hereinafter referred to as the "County").

WITNESSETH:

WHEREAS, the County owns and operates the Stephen P. Clark Center, ("SPCC"), located at, 111 NW 1st Street, Miami Florida, and

WHEREAS, the County has offered to lease the "Leased Premises" (as defined below); and

WHEREAS, the Lessee has offered to lease and operate a full service banking facility at Leased Premises (as defined below) in the Stephen P. Clark Center.

NOW THEREFORE, in consideration of the mutual covenants and provisions contained herein, the parties hereto agree as follows:

1. **Definitions:** The following words and expressions used in this Lease shall be construed as follows, except when it is clear from the context that another meaning is intended:
 - a) **Common Areas:** "Common Areas" shall mean all areas, space, equipment and special services provided by the County on or off the land occupied by the SPCC for the common or joint use or benefit of Lessees of the Stephen P. Clark Center, their employees, agents, customers, invitees and licensees, including but not limited to, open and enclosed courts and malls, landscaped and planted areas, and the equipment and facilities appurtenant to each of the aforesaid.
 - b) **Contract Manager:** "Contract Manager" shall mean Miami-Dade County Director of General Services Administration, or the duly authorized representative.
 - c) **Days:** "Days" shall mean calendar days.
 - d) **Deliverables:** "Deliverables" shall mean all documentation and any items of any nature submitted by the Lessee to the County's Project Manager (as defined below) for review and approval pursuant to the terms of this Lease.
 - e) **Department:** "Department" shall mean the Miami-Dade County General Services Administration (GSA).
 - f) **Effective Date:** "Effective Date" shall mean ten (10) days after the date on which

this Lease is approved by the Board of County Commissioners (the "Board").

- g) **Change Order:** "Change Order" shall mean additions or deletions or modifications to the amount, type or value of the Work (defined below) as required in this Lease, as directed and/or approved by the County.
 - h) **Gross Sales:** (deleted)
 - i) **Lease:** "Lease" or "Lease Documents" shall mean collectively these terms and conditions, and all associated addenda and attachments, and all other attachments hereto and all amendments issued hereto.
 - j) **Lease Year:** "Lease Year" shall mean 365 or 366 days beginning on the Effective Date of this Lease and ending twelve (12) months later.
 - k) **Partial Term:** "Partial Term" shall mean any part or portion of the Term (as defined below) of this Lease.
 - l) **Project Manager:** "Project Manager" shall mean the Director of the General Services Administration or duly authorized representative designated to manage the Lease.
 - m) **Retail Complex:** Located in the Stephen P. Clark Center, (SPCC), 111 NW 1st Street, Miami, Florida.
 - n) **Scope of Services:** "Scope of Services" shall mean the information contained in the Technical Specifications of Section 3 of the Invitation to Bid and elsewhere in the Lease Agreement.
 - o) **Subcontractor:** "Subcontractor" shall mean any person, entity, firm or corporation, other than the employees of the Lessee, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Lessee and whether or not in privity of agreement with the Lessee.
 - p) **Work:** "Work" shall mean all matters and things required, including those matters in the Scope of Services to be done by the Lessee in accordance with the provisions of this Lease.
2. **Exhibits:** The Exhibits listed in this Paragraph and attached to this Lease are hereby incorporated in and made a part of this Lease:
- [Exhibit A: Plan of Ground Level]
3. **Property Description:** Approximately 1,067 square feet, contained within the first level of the Stephen P. Clark Center located at 111 NW 1st Street, Miami, Florida 33128.
4. **Leased Premises:** Leased Premises, a portion of the "SPCC" outlined in red on the Plan of Ground Level attached hereto as EXHIBIT A and incorporated herein by reference, extends to the interior faces of all exterior walls and the centerline of walls between the

Leased Premises and the Common Areas and public areas, or to any line shown on EXHIBIT A where there is no wall, or to the centerline of those walls (or prolongation thereof) separating the Leased Premises from other Leased Premises or common or public areas in the "SPCC" Leased Premises and including all columns and core areas within the perimeters of the Leased Premises; together with the appurtenances specifically granted in this Lease, including the use in common with others of the public areas as hereinafter more fully provided, but reserving and excepting to County (i) the use (a) the exterior faces of the exterior walls, (b) the roof, and (c) the space between the lower surface of the floor slab of any higher floor and the Lessee's finished ceilings; (ii) the right to install, maintain, use, repair and replace pipes, ducts, conduits and wires leading through the Leased Premises in locations which will not substantially interfere with Lessee's use thereof, and serving other parts of "SPCC"..

5. **Use:** The County hereby grants unto the Lessee, and the Lessee hereby accepts from the County, a Lease for approximately 1,067 square feet to be used as a full service banking facility including automated teller machines. Automated teller service must include membership in a multi-institutional program. Lessee shall use the Leased Premises only for the uses permitted herein. The Lessee shall not provide any other services or sell any other items or products without the prior written approval of the County, and any sales by the Lessee of services or items not specifically authorized in writing by the County shall constitute a default. The unapproved services or sale of items shall be discontinued immediately by the Lessee upon written notice from the County. Lessee shall conduct its business at all times in accordance with this Lease.
6. **Limitations on Use:** Subject to Lessee's right to use the Leased Premises for the purposes specified in Paragraph 5, Lessee shall not suffer or permit the Leased Premises or any part thereof to be used in any manner, or anything to be done therein, or suffer or permit anything to be brought into or kept therein, which would in any way (i) violate any legal requirements or insurance requirements; (ii) cause structural injury to the Leased Premises or any part thereof; (iii) constitute a public or private nuisance; (iv) impair the appearance of the Leased Premises or adjoining areas; (v) materially impair or interfere with the proper and economic cleaning, heating, ventilating or air-conditioning of the Leased Premises or the proper and economic functioning of any other common service facility or common utility of the Leased Premises; (vi) impair or interfere with the physical convenience of any of the occupants of the Leased Premises; or (vii) impair any of the Lessee's other obligations under this Lease.
7. **Operations:** In the event, and to the extent that the Leased Premises may be untenable by reason of damage by fire or other casualty, Lessee shall continuously and uninterruptedly use, occupy and operate the Leased Premises as a full service banking facility including minor portions thereof as are reasonably required for storage and office purposes, and such storage and office space only in connection with the business conducted by Lessee in the Leased Premises; and will have on the premises adequately trained personnel for efficient service to customers.
8. **Governmental Approvals:** If any governmental license or permit shall be required for

the proper and lawful conduct of Lessee's business in the Leased Premises, or any part thereof, Lessee, at its expense, shall duly procure and thereafter maintain such license or permit and submit the same to inspection by the County. Lessee shall at all times comply with the terms and conditions of each license and permit.

9. **Term:** The County hereby leases to the Lessee for a term of ten years, the Leased Premises for a full service banking facility to begin on the Effective Date and terminating ten years thereafter.
10. **Option to Renew:** The County shall have the option to renew for an additional two-five years renewal periods. The renewal rate will be based on the CPI.
11. **Holding Over:** If Lessee remains in possession of the Leased Premises after the expiration of the term of this Lease, or any option period, without a new Lease reduced to writing and duly executed and delivered (even if Lessee shall have paid, and County shall have accepted, rent in respect to such holding over), Lessee shall be deemed to be occupying the Leased Premises only as a Lessee from month-to-month, subject to all covenants, conditions, and agreements of this Lease. If Lessee fails to surrender the Leased Premises upon the termination of this Lease, then Lessee shall, in addition to any liabilities to County accruing therefrom, indemnify and hold harmless the County and its assigns and agents from loss or liability resulting from such failure, including, without limiting the generality of the foregoing, any claims made by any succeeding Lessee on such failure.
12. **Lessee's Obligation/Payments:**
 - a. **Minimum Rent:** Lessee, in consideration of the use and occupancy of the Leased Premises, does hereby covenant and agree with the County to pay to the County without deduction or set off of any kind the sum of _____ (_____ and 00/100) per annum in monthly installments of \$ _____ (_____ and 00/100)] ("Minimum Rent") on the first day of each month in advance, without billing.

All rentals provided for in this Lease Agreement shall be paid or mailed to:

General Services Administration
111 N.W. 1st Street, Suite 2460
Miami, FL 33128
Attn: Retail Leasing Manager

(Checks shall be made payable to the "Miami-Dade Board of County Commissioners.")

- b. **Accord and Satisfaction:** No payment by Lessee or receipt by County of a lesser amount than Minimum Rent shall be deemed an accord and satisfaction. The County may accept a check or payment from Lessee without prejudice to

County's right to recover the balance of such Minimum Rent or pursue any other remedy provided in this Lease, at law or in equity.

- c. **Sales Tax:** The Lessee shall be liable for the prevailing State of Florida Sales and Use Tax imposed on rent [(currently at the rate of 7%)] on the amounts payable to the County under this Lease. This Sales and Use Tax shall be payable to the County, when rent is due, which in turn will remit same, less authorized handling deductions, to the State. Said tax is applicable to Minimum Rent unless otherwise determined by the State of Florida.
- d. **Taxes on Lessee's Personal Property:** Lessee shall be responsible for and shall pay before delinquency all municipal, county, or state taxes assessed against any occupancy interest or personal property of any kind, owned by or placed in, upon or about the Leased Premises by Lessee.
- e. **Late Payment Charge:** In the event that the Lessee fails to make any payments, including Minimum Rent within ten (10) calendar days of the due date, a late charge of \$100.00 per month will be assessed. The right of the County to require payment of such late payment charge and the obligation of the Lessee to pay same shall be in addition to and not in lieu of the rights of the County to enforce other provisions herein, including termination of this Lease, or to pursue other remedies provided by law.
- f. **Worthless Check or Draft:** In the event that the Lessee delivers a dishonored check or draft to the County in payment of any obligation arising under this Lease, the Lessee shall incur and pay a service charge of \$10.00 or five percent (5%) of the face amount of the check, whichever is greater. For each such dishonored check, such payment to be made within not more than five (5) days from notice of such default. Further, in such event, the County may require that future payments required pursuant to this Lease be made by cashier's check or other means acceptable to the County. A second such occurrence of dishonored check during the lease term will be a breach of this Lease and, at the County's option, will constitute a default under this Lease, allowing termination.
- g. **Lessee's Certification of Sales:** (deleted)

13. **Examination of Records**

- a. **Examination of Lessee's Books and Records:** Lessee shall provide such books and records for examination by County or its authorized representatives at reasonable times during Lessee's business hours, at County's expense and in such manner as not to interfere unreasonably with the conduct of Lessee's business. All information obtained by County or its authorized representatives from Lessee's books and records shall be kept confidential by County and all such representatives except in connection with assignment of this Lease or if subject to the requirements of Florida Public Records Act.

- b. **Lessee's Sales Records:** (deleted)
14. **Audits:** The Lessee agrees that the County or its duly authorized representatives or governmental agencies shall, until the expiration of three (3) years after the expiration of this Lease and any extension thereof, have access to and the right to examine and reproduce any of the Lessee's books, documents, papers and records and of its subcontractors and suppliers which apply to all matters of the County. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, and shall only address those transactions related to this Lease.
- a. The Lessee agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.
 - b. The County shall have the right to cause, upon five (5) days' written notice to Lessee, a complete audit to be made by a designated external auditing firm or other certified public accounting firm selected by the Internal Auditing Department of the County. Lessee shall make all such records available for said examination at the Leased Premises or at some other mutually agreeable location. The furnishing by Lessee of any grossly inaccurate statement shall constitute a breach of this Lease. Any information, excluding written documents, obtained by County as a result of such audit shall be held in strict confidence by County except in any proceeding or action to collect the cost of such audit or deficiency, or except in connection with any assignment of this Lease for financing purposes.
 - c. If Lessee fails to record, maintain, or make available sales supporting documentation as specified above, then Lessee shall be deemed to be in default under this paragraph.
15. **Use of Common Areas:** Lessee and its concessionaires, sublessees, officers, employees, agents, customers and invitees shall have the right, in common with the County and all others to whom the County has granted or may hereafter grant rights or who shall otherwise have such rights, to use the Common Areas, subject to such reasonable rules and regulations as the County may from time to time impose. Lessee agrees to abide by such rules and regulations. The County shall have the right to limit, or otherwise schedule, deliveries to Lessee if, in the County's judgment, said limitation is necessary for the proper operation of the County's Metrofare Leased Premises in the building.
16. **Building Services:** The County has caused all necessary utility lines and services to be brought to the Leased Premises. Lessee shall not place any unacceptable load or burden on the capacity of the applicable building systems and utility lines of the SPCC as determined either by the public utility providing such service or by the County's architect or engineer in the exercise of reasonable judgment. Lessee shall make all repairs caused by Lessee's negligence.

17. **Curtailement or Interruption of Service:** The County reserves the right to interrupt, curtail or suspend the provision of any utility service to which Lessee may be entitled hereunder when necessary by reason of accident or emergency or for repairs, alterations, or improvements in the judgment of County desirable or necessary to be made, or due to difficulty in obtaining supplies or labor or for any other cause beyond the reasonable control of the County. The work of such repairs, alterations, or improvements shall be prosecuted with reasonable diligence. The County shall in no respect be liable for any failure of the utility companies or governmental authorities to supply utility service to Lessee or for any limitation of supply resulting from governmental orders or directives. No diminution or abatement of rent or other charges, nor damages, shall be claimed by Lessee by reason of the County's or other individual's interruption, curtailment or suspension of a utility service, nor shall this Lease Agreement or any of Lessee's obligations hereunder be affected or reduced thereby. If any payment of rent due hereunder shall remain unpaid for more than ten (10) days after it shall become due, the County may, without notice to Lessee, discontinue utilities service until all arrears of rent shall have been paid-in-full. The County shall not be liable for damage to persons or property or the business of Lessee for any such discontinuance, nor shall such discontinuance in any way be construed as an eviction of Lessee or cause an abatement of rent, or operate to release Lessee from any of Lessee's obligations hereunder.

18. **Certain Construction Contract Terms:** All contracts entered into by the Lessee for the construction of the improvements shall require completion of the improvements within a specified time period, to be determined in consultation with the County, prior to the execution of said contract(s) and shall contain, unless otherwise authorized by the County, reasonable and lawful provisions for the payment of actual and liquidated damages to the County in the event contractor(s) fails to complete the construction on time. The Lessee agrees that it will use its best efforts to take all necessary action available under such construction contract to enforce the timely completion of the work covered thereby. Lessee understands and agrees to procure any and all construction and electrical services in strict compliance with §255.20 Fla. Stats. (2007).

Prior to commencing any construction, Lessee must deliver all plans, specifications and scheduling for any construction or other improvements, at its sole cost and expense, to the County, and specifically to the Mayor or his designee for approval at least sixty (60) days before commencement of any work. Further, Lessee shall not commence construction of any improvements upon the Leased Premises unless and until it has secured, and has on-hand, sufficient funds or resources to complete the improvement project.

19. **Construction Bonds:** Before any construction work on the Leased Premises is commenced or before any materials, equipment or supplies are purchased, the project developer shall deliver to County and record in the public records of Miami-Dade County, Florida, a performance and payment bond with a surety insurer authorized to do business in the State of Florida as a surety in the full amount of the project cost. Such bond shall be in the form provided by §255.05 Fla. Stats. (2007) and shall name project developer as principal and County as obligee.

20. **Ownership of Improvements:** Upon the expiration or earlier termination of this Lease for any reason, all existing and future County installed fixtures, equipment, improvements and appurtenances attached to or built into the Leased Premises in such a manner as to become part of the freehold, whether or not by or at the expense of Lessee, shall become and remain a part of and be surrendered with the Leased Premises. Any furniture, furnishing, equipment or other articles of movable personal property owned by Lessee and located in the Leased Premises, shall be and shall remain the property of Lessee and may be removed by it at any time during the term of this Lease so long as Lessee is not in default of any of its obligations under this Lease, and the same have not become a part of the freehold, and so long as such does not materially affect Lessee's ability to use said premises and conduct its business as provided herein. However, if any of Lessee's property is removed and such removal causes damage to the Leased Premises, Lessee shall repair or pay the cost of repairing any damage to the Leased Premises resulting from such removal. Any property belonging to Lessee and not removed by Lessee at the end of the Lease Term or a renewal, if applicable, shall, at the election of the County, be deemed to be abandoned by Lessee, and the County may keep or dispose of such property and restore the premises to good order within ten (10) days after billing Lessee for the cost of such disposal. At the expiration of the term of this Lease, Lessee shall deliver to the County the keys and combinations to all safes, cabinets, vaults, doors and other locks left by Lessee on the Leased Premises.
21. **Review of Construction:** During the construction of the improvements, the County or its designee shall periodically inspect the construction to ensure conformity with the approved improvements, and any changes thereto requested by the Lessee and approved by the County.
22. **Lessee's Changes:**
- a. **Conditions for Making Changes:** After Effective Date, and subject to approval of the County in writing, Lessee may at any time, at its expense, make such other alterations, additions, installations, substitutions, improvements and decorations (hereinafter collectively called "Lessee's Changes"), in and to the Leased Premises, excluding structural changes, as Lessee reasonably may consider necessary for the conduct of its business in the Leased Premises, subject to approval by the County, in addition to the following conditions:
 - i. The outside appearance or structural integrity of the SPCC shall not be affected.
 - ii. No part of the SPCC not included within the Leased Premises shall be physically affected.
 - iii. The proper functioning of any of the material, electrical, sanitary, fire protection, and other service systems shall not be adversely affected.
 - iv. In performing the work involved in making Lessee's Changes, Lessee shall be bound by and observe all of the conditions and covenants contained in this Article.

- v. At the expiration or any earlier termination of this Lease, on the County's written request, Lessee shall restore the Leased Premises to its original condition.

- b. **Approvals for Changes, Cost and Insurance:** Lessee, at its expense, shall obtain all necessary governmental permits and certificates for the commencement of prosecution of Lessee's Changes and for final approval thereof upon completion, and shall cause Lessee's Changes to be performed in compliance therewith, and with all applicable laws and requirements of public authorities, and with all applicable requirements of insurance bodies, and in good and workmanlike manner, using materials and equipment at least equal in quality and class to the original installations of the Leased Premises, and so as not to impose any additional expense upon the County. Throughout the performance of Lessee's Changes, Lessee shall carry, or cause to be carried, insurance as set forth in Paragraphs 53 and 54. If any of Lessee's Changes shall involve the removal of any fixtures, equipment or property in the Leased Premises which are the County's Property, such fixtures, equipment or other property shall be promptly replaced, at Lessee's expense, with fixtures, equipment or other property of like utility and at least equal value unless the County shall otherwise expressly consent in writing.

- c. **Violations, Liens, and Security Interests:** Lessee, at its expense, and with diligence and dispatch, shall secure the cancellation or discharge of all notices of violation arising from or otherwise connected with Lessee's Changes or operations in the Leased Premises which shall be issued by any public authority having or asserting jurisdiction. Lessee shall promptly pay its contractors and materialmen for all work and labor done at Lessee's request. Should any such lien be asserted or filed, regardless of the validity of said liens or claims, Lessee shall bond against or discharge the same within ten (10) days of the filing of said encumbrance. In the event Lessee fails to remove or bond against said lien by paying the full amount claimed, Lessee shall pay the County upon demand any amounts paid out by the County, including the County's costs, expenses and attorney's fees. Lessee further agrees to hold the County harmless from and to indemnify the County against any and all claims, demands and expenses, including attorney's fees, by reason of any claim of any contractor, subcontractor, materialman, laborer or any other third person with whom Lessee has contracted, or otherwise is found liable for, in respect to the Leased Premises. Nothing contained in this Lease shall be deemed, construed or interpreted to imply any consent or agreement on the part of the County to subject the County's interest or estate to any liability under any mechanic's or other lien asserted by any contractor, subcontractor, materialman or supplier thereof against any part of the SPCC or any of the buildings or improvements thereon (inclusive of the Leased Premises) and each such contract shall provide that the contractor must insert a statement in any subcontract or purchase order that the contractor's contract so provides for waiver of lien and that the subcontractor, materialman and supplier agree to be bound by such provision.

23. **Lessee's Repairs and Maintenance:** Lessee, at its expense, shall make promptly:

All repairs, ordinary or extraordinary, interior or exterior, structural or otherwise, in and about the Leased Premises, and Common Area, as shall be required by reason of:

- (i) the performance by Lessee of any work on the Leased Premises;
- (ii) the installation, use or operation of Lessee's property;
- (iii) Lessee's portion of the utility lines in the Leased Premises, if damaged due to Lessee's negligence;
- (iv) the moving of Lessee's property in or out of the Leased Premises;
- (v) the misuse or neglect of the Leased Premises by Lessee or any of its employees, agents or contractors, including the failure or neglect of Lessee to make the repairs required by the succeeding subsection hereof.

Lessee shall also be required to make such repairs, other than those required to be made by the County under Paragraph 47, as may be necessary to maintain the Leased Premises and Lessee's property in as good order, condition, and repair as they are on the Effective Date. Lessee shall, if due to its negligence, be responsible for repairs, maintenance, and replacements including all utility systems, serving same and appurtenances thereto, and shall keep them at all times neat, clean and in good repair, free from filth, overloading, danger of fire, explosion, or any nuisance, and return the same to the County, after removing all its property therefrom, at the expiration of the Lease Term, in as good condition as when received by Lessee, ordinary wear and use and casualty loss due to causes beyond Lessee's control excepted. The provision of all interior maintenance within the Leased Premises is the sole and exclusive responsibility of the Lessee. Lessee agrees that it will cause no damage to foundations, roofs, walls or floors, and if it does, it will be liable to the County for the cost of repairs. If the Leased Premises are not surrendered as stated herein, in addition to all other rights given to the County herein or by law:

- a. The County may, at its option, restore the Leased Premises or the Leased Premises to good order and condition and Lessee shall pay to the County within ten (10) days after billing therefore, as additional rent, the expense of such restoration; and
- b. Lessee shall indemnify and hold harmless the County against any and all claims, demands, loss, or damage, including attorney's fees, resulting from the delay by Lessee in surrendering the Leased Premises including, but not limited to, claims made by any succeeding Lessee or Lessor based on such delay.
- c. Lessee shall pay to County as liquidated damages for any holdover, in addition to amounts paid pursuant to (b) above, double rent (including Minimum Rent)
- d. Lessee's obligations in this paragraph shall survive the termination of this Lease.

24. **Facilities:** The Lessee hereby agrees to submit for approval by the County detailed plans

and specifications for any anticipated leasehold improvements and shall construct the improvements in accordance with the approved plans. All equipment and personal property furnished by Lessee shall be of good quality and suitable for its purpose. The County shall have the right to require substitute equipment of personal property when such action is deemed necessary or desirable. Equipment acquired by the Lessee by way of purchase from the County that is unsuitable for Lessee's operations may be replaced with other equipment or personal property of the Lessee's choice, subject to the above conditions. It shall be the responsibility of the Lessee to coordinate activities with the County during any periods of construction and normal operations. The Lessee agrees to maintain said premises in the same condition, order, and repair as at the commencement of operations or after improvements, excepting only reasonable wear and tear arising from the use thereof under this Lease.

25. **County Approval:** The Lessee agrees that it will obtain prior written approval from the County in all of the following matters:
- a. Changes from originally approved specifications, activities, signage, and graphics.
 - b. Equipment Lessee plans to install requiring any building modifications.
 - c. Any use of the County's, or Facility's name.

Further it is understood by Lessee that should any of the above items be disapproved, Lessee may offer alternative solutions. The County Mayor or designee shall respond with a decision in any of the above matters within sixty (60) days.

26. **County Approval of Change:** The County reserves the right with stated just cause to require the Lessee to change within a stated time any and all items contained in Paragraph 25 it deems in need of change, despite previous approval of same.
27. **Prior Approval Required:** The Lessee agrees that it shall obtain prior written approval from the County in all of the following matters pursuant to this paragraph:
- a. Hours of daily operation.
 - b. The decor of the Leased Premises and all signs to be installed, erected or displayed in or on the Leased Premises, and any changes thereto at any time during the term of this Lease.

28. **Remedies for Lessee's Failure or Delay to Submit Plans or Perform Work:** If Lessee fails or omits to make timely submission to County of any plans or specifications or delays in submitting or supplying information, or in giving authorizations or in performing or completing Lessee's Work, or fails to open for business by the expiration of the Lessee's Work, County, in addition to any other right or remedy it may have at law or in equity, may pursue any one or more of the following remedies:

- a. Until Lessee shall have commenced Lessee's Work, County may give Lessee at least ten (10) days written notice that if a specified failure, omission or delay is not cured by the date therein stated, this Lease shall be deemed canceled and terminated. If such notice shall not be complied with this Lease shall, on the date stated in such notice, ipso facto be canceled and terminated, without prejudice to County's rights hereunder.
 - b. County may, after written notice of its intention to do so, at Lessee's cost and expense, including, without limitation, expense for such overtime as County's architect may deem necessary, proceed with the completion of any such plans or specifications or Lessee's Work, as the case may be, and such performance by County, shall have the same effect hereunder as if the desired plans, specifications, information, approval, authorization, work or other action by Lessee had been done as herein required. For such purpose, County may enter upon the Leased Premises and take possession thereof and of all materials, appliances, equipment thereon and employ such other contractors and subcontractors, as it may elect, to complete Lessee's Work, and Lessee shall indemnify and hold County harmless from any liability that may be incurred thereby to Lessee's contractors or subcontractors.
 - c. County may give notice to Lessee (notwithstanding that such notice is not otherwise required hereunder), that the term of Lease will be deemed to have commenced on a date to be therein specified, when the same would have commenced if Lessee had made timely submission of supply of plans, specification, estimates or other information or approval of any thereof. On and after the date so specified, County shall be entitled to be paid the Minimum Rent and any other charges which are payable hereunder by Lessee during the term of this Lease.
 - d. County may require Lessee to pay to County, as additional rent hereunder, the cost to County of completing the Leased Premises in accordance with the terms and provisions of this Lease over and above what would have been such cost had there been not such failure.
 - e. In exercising any of the foregoing remedies, County shall be entitled to retain and have recourse to any bond or escrow deposit provided by Lessee under Paragraph 19 hereof.
29. **On-Site Manager:** Throughout the term of this Lease or any extensions thereof, the Lessee shall employ a qualified full-time on-site manager having experience in the management of this type of banking facility operation, who shall be available during normal business hours, and be delegated sufficient authority to ensure the competent performance and fulfillment of the responsibility of the Lessee under this Lease and to accept service of all notices provided for herein.
30. **Hours of Operation:** At a minimum, the bank shall operate five (5) days per week,

Mondays through Fridays, continuously no earlier than 8:00AM to no later than 5:00PM, except on County, State, and Federal holidays. The County may require a change in days and/or hours of operation, if, in the reasonable discretion of the County, such a change is desirable in providing the best service to the public.

31. **Pricing:** (deleted)
32. **Personnel:** The Leased Premises shall have sufficient staff to provide outstanding service. The Lessee shall provide the County with the name and telephone number of a management person of the Lessee who will be on call, at all time, for emergencies or other matters related to the operations under this Lease. The Lessee shall ensure that all its personnel are courteous and cooperative and present a neat, clean and professional appearance at all times. The Lessee shall require all personnel to wear visibly on their person, at all times while on duty, a distinctive name tag, identifying the individual by name, title, if appropriate, and as an employee of the Lessee. The Lessee shall ensure that all employees having public contact are able to understand and communicate in spoken English.
33. **Public Contact With Lessee's Employees:** Lessee's employees in contact with the public shall perform their duties in an efficient and courteous manner. Failure of an employee to do so shall be grounds for the County to demand his or her removal from duties in the Leased Premises. Such a demand shall not be construed necessarily as a request by the County that such employee be terminated from employment. Should an employee of Lessee sue or make a claim against the County as a result of such a demand for removal, Lessee shall indemnify the County as provided by the indemnification set forth in Paragraph 47. Lessee's employees will not be considered agents of the County.
34. **Quality of Lessee's Service:** Lessee shall conduct its operations in an orderly manner and so as not to annoy, disturb, or be offensive to customers, patrons, or others in the immediate vicinity of such operations. Lessee shall control the conduct, demeanor and appearance of its officers, members, employees, agents, representatives, and upon objection of the County concerning the conduct, demeanor or appearance of any such person, Lessee shall immediately take all necessary steps to correct the cause of such objection. Lessee shall furnish good, prompt and efficient service, adequate to meet all reasonable demands therefore.

The Lessee shall not conduct any business or activity not specifically authorized by this Lease in the Leased Premises, unless approved in writing by the County. It is expressly understood and agreed that the said operation shall not interfere in any manner with the use of the public area or infringe upon the normal method of operations of any other parties authorized to conduct business at or near the Leased Premises. The Lessee agrees that a determination by the County shall be accepted as final in evaluating whether its activities infringe on the rights of others and that Lessee shall fully comply with any decisions on this matter.

35. **Signs:** The nature, size, shape and installation of Lessee's business signs within the

Leased Premises or in, on or adjacent to the SPCC must first be approved in writing by County. Said signage must also be approved by County and all governmental authorities having jurisdiction. All signs shall be removed by the Lessee at termination of this Lease and any damage or unsightly condition caused to premises because of or due to said signs shall be satisfactorily corrected or repaired by the Lessee.

36. **Monitoring Services:** The County shall have the right, without limitation, to monitor and test the quality of services of the Lessee, including, but not limited to personnel and the effectiveness of its cash-handling procedures, through the use of the shopping service, closed circuit TV, and other reasonable means.
37. **Ingress and Egress:** Subject to applicable rules and regulations, statutes and ordinances, and the terms of this Lease governing the use of the facility, Lessee, Lessee's agents and servants, patrons and invitees, and suppliers of service and furnishers of materials shall have right of ingress and egress to and from the premises.
38. **Services/Equipment Provided by County:** The County shall provide the following:
 - a. Electrical services as existing.
 - b. Water facilities as existing.
 - c. Sewage collection facilities as existing.
 - c. Waste collection service.
39. **Equipment and Services Provided by Lessee:** The Lessee, at its sole cost, shall provide:
 - a. Extermination service (if additional service, other than what the County is currently providing, is required).
40. **Equipment Installed by Lessee:** Any equipment, furnishings, and/or advertising installed by the Lessee shall be in keeping with the appropriate standards of decor at the leased premises and must be approved by the County prior to installation, which approval shall not be unreasonably withheld. The Lessee shall not install, remove or replace the equipment or furnishings without notification to, and prior approval by, the County, which approval shall not be unreasonably withheld. Following the installation of any additional equipment, furnishing and improvements which the County may approve from time to time, Lessee shall provide to the County a statement setting forth the cost of such equipment, furnishings or improvements and the date upon which the installation of such equipment, furnishings and improvements was completed.

Lessee agrees that all new equipment, furnishings and improvements provided shall meet the requirements of all applicable building, fire, pollution and other applicable codes or regulations. Lessee shall not alter or modify any portion of the Leased Premises or the improvements constructed therein without first obtaining written approval from the County.

41. **Appearance of Leased Premises:** Upon failure of the Lessee to maintain the Leased Premises as required herein, the County may, after fifteen (15) days written notice to the Lessee, enter upon the Leased Premises and perform all cleaning, maintenance and repairs which may be necessary and the cost thereof, plus 25% for administrative costs, shall constitute additional rental(s), and shall be billed to and paid by the Lessee. Additionally, the County may resort to other remedies available herein. Lessee shall repair all damages to the leased or non-leased portions of the Leased Premises caused by the Lessee, its employees, agents, or independent contractors.
42. **Quiet Enjoyment of Leased Property:** The County covenants and agrees that so long as no default exists in the performance of Lessee's covenants and agreements contained herein, Lessee may peaceably and quietly hold and enjoy the Leased Premises and all parts thereof for that portion of the Lease Term, free from eviction or disturbance by the County or any person claiming under, by, or through the County.
43. **Subordination:** The County shall have the right to transfer or convey in whole or in part the Leased Premises, this Lease and all rights of the County existing and to exist, and rents and amounts payable under the provisions hereof; and nothing herein contained shall limit or restrict any such right, and the rights of the Lessee under this Lease shall be subject and subordinate to all instruments executed and to be executed in connection with the exercise of any such right of the County, including, but not limited to a lease and to all renewals or modifications thereof. This paragraph shall be self-operative and no further instrument or subordination shall be required. Lessee covenants and agrees, if requested, to execute and deliver upon demand such further instruments confirming such subordination of this Lease as shall be requested by the County. Lessee hereby irrevocably appoints the County as its attorney in fact to execute and deliver any such instrument for and in the name of the Lessee.
44. **Liability for Damage or Injury:** The County shall not be liable for damage or injury which may be sustained by any party or persons on the Leased Premises other than the damage or injury solely caused by the negligence or intentional actions of the County, its agents and employees while in the course of County business, and as limited by sovereign immunity and F.S. 768.28.
45. **Indemnification:** The Lessee shall indemnify, and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and cost of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Lease by the Lessee or its employees, agents, servants, partners, principals or subcontractors. The Lessee shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Lessee expressly understands and agrees that any insurance protection required

by this Lease or otherwise provided by Lessee shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

46. **Damage or Destruction of Premises:** If either the Leased Premises or any portion of the SPCC (the "Premises") is partially damaged due to Lessee's negligence, but not rendered unusable for the purposes of this Lease, the same shall with due diligence be repaired by the Lessee from proceeds of the insurance coverage and/or at Lessee's own cost and expense. If the damage shall be so extensive as to render such premises unusable for the purposes intended, but capable of being repaired within thirty (30) days, the damage shall be repaired with due diligence by the Lessee from the proceeds of the insurance coverage policy and/or at its own cost and expense. In the event the said premises are completely destroyed due to Lessee's negligence, Lessee shall repair and reconstruct the premises so that they equal the condition on the Effective Date, and pay the County a minimum rent based on the last Gross Sales achieved, which reflects the County's income on the property preceding the date of destruction, for the remainder of time the premises remain untenable ("Percentage Rent"). In lieu of reconstructing, Lessee shall reimburse the County all expenses incurred by the County in restoring the Premises to their original condition, plus Percentage Rent, until the Premises has been leased to another vendor or possession returned to Lessee. The election of remedies shall be at the sole discretion of the County.
47. **County's Repair:** The County, as its responsibility, and at its expense (except if the damage is caused by Lessee), shall make all repairs and replacements, structural and otherwise, necessary, or desirable in order to keep in good order and repair the foundations, roofs and structural soundness of floors and walls of the Leased Premises and the Common Areas of the SPCC. The County shall grant no allowance to Lessee for a diminution of rental value for interruption of business and no liability on the part of the County by reason of inconvenience, annoyance, or injury to business arising from the County, Lessee or others making any repairs, alterations, addition, improvements, restorations, or replacements, in or to any portion of the [Retail Complex] or the Leased Premises, or in or to fixtures, appurtenances, or equipment thereof. The County shall be under no obligation to make any such repairs until and unless Lessee notifies the County in writing, and the County agrees, of the necessity therefore, in which event the County shall have a reasonable time thereafter to make such repairs. Notwithstanding any other provision of this Lease to the contrary, Lessee's rent including additional rent shall abate to the extent, and for such period of time, as all or any portion of the Leased Premises are rendered untenable by reason of any cause for which the County is legally liable.

The County shall have the absolute right to make reasonable repairs, alterations, and additions to any structures and facilities, including the Leased Premises, free from any and all liability to the Lessee for loss of business or damages of any nature whatsoever during the making of such repairs, alterations, and additions, except for such damage caused by the sole negligence or intentional misconduct by the County and where not otherwise indemnified by the Lessee. In making such repairs, alterations, and additions, the County shall take such reasonable measures as are necessary to minimize interference

with Lessee's operations of the Leased Premises. If the Lessee's business is interrupted, a pro-rata adjustment of the minimum rent payable hereunder for the period of such interruption shall be made.

48. **Assignment, Subletting, and Successors in Interest:** Lessee shall not assign or sublet this Lease nor any portion thereof, nor any property associated with this Lease without prior written approval of the County which may be withheld in the County's sole and absolute discretion. At no time shall Lessee attempt mortgage, pledge or otherwise encumber this Lease or the Leased Premises. Unapproved assignment or subletting shall be grounds for immediate termination of this Lease. It is agreed that all terms and conditions of this Lease shall extend to and be binding on assignees, sublessees and other successors, as may be approved by the County. Lessee shall be liable for acts and omissions by any sublessee affecting this Lease. The County reserves the right to directly terminate (and evict or pursue any applicable remedy) any sublessee for any cause for which Lessee may be terminated.
49. **Ownership of Lessee:** Any proposed change in ownership of Lessee must be approved by the County before such a change is made. The County reserves the right to terminate this Lease at any time if more than 10% of the ownership of the Lessee has not been specifically approved by the County. The County shall reject any proposed new owner for any reason it believes is in the best interests of the County. Lessee agrees to provide on 24 hour notice to the County an accurate list of all owners of the Lessee, showing the percentage of ownership of each owner, and, any change of corporate name or corporate ownership. Lessee for which stock is listed on a major stock exchange, may be wholly or partially exempted from the list requirement of this paragraph at the discretion of the County.
50. **Security Deposit:** Prior to the start of the Lease, the Lessee shall furnish a Security Deposit in cash equal to three (3) months monthly guarantee or \$5,000.00 whichever is greater, redeemable at the end of the Agreement term except for such conditions pertinent thereto. Additionally, if the County must draw upon any portion of the form of security provided, the Lessee hereby agrees to restore the security to its original amount within seven (7) days of receiving notice by the County that the security was drawn upon. In the event that the Lessee abandons its performance, the County will retain the security deposit.
51. **County's Property Insurance:** Any insurance the County may maintain shall not cover Lessee's improvements and betterments, contents, or other property of Lessee. Lessee shall not violate, or permit the violation of, any condition imposed by any of the County's insurance policies, and shall not do, or permit anything to be done, or keep or permit anything to be kept in the Leased Premises which would increase fire or other property or casualty insurance rate on the building or buildings in which the leased premises is located or the property therein over the rate which would otherwise then be in effect (unless approved by the County and Lessee pays the resulting increased amount of premium as provided under the further terms hereof), or which would result in insurance companies of good standing refusing to insure the same or any of such property in

amounts and at normal rates reasonably satisfactory to the County. If, by reason of any act or omission on the part of Lessee, the rate of property insurance on the Leased Premises or equipment or other property of the County or other tenants shall be higher than it otherwise would be, Lessee shall reimburse the County, on demand, for that part of the premiums for property insurance paid by the County because of such act or omission on the part of Lessee, which sum shall be deemed additional rent for purposes of collection only. The County also reserves the right to require the Lessee to correct such act or omission which caused the property insurance to increase and restore to its original status.

52. **Lessee's Property Insurance:** Lessee shall carry fire and extended coverage, and vandalism and malicious mischief insurance and sprinkler damage insurance on all improvements and betterments, equipment, furniture, fixtures, inventory and supplies or other property of Lessee's in the amount of at least eighty percent (80%) of the full replacement cost thereof.
53. **Lessee's Other Required Insurance:** Prior to Lessee occupying the Leased Premises, Lessee shall maintain and furnish to Miami-Dade County, c/o General Services Administration, Risk Management Division, 111 N.W. 1st Street, Suite 2340, Miami, Florida 33128, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:
- a. Worker's Compensation Insurance Pursuant to Florida Statutes, Chapter 440.
 - b. Public Liability Insurance on a comprehensive basis including Contractual Liability, Products and Completed Operations, Personal Injury and Broad Form Property Damage in an amount not less than \$500,000.00 per occurrence for Bodily Injury and Property Damage combined. Miami-Dade County must be shown as additional insured with respect to this coverage.]
 - c. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the work, in an amount not less than \$300,000.00 per occurrence for Bodily Injury and Property Damage combined.]
 - d. **Construction Phase:** In addition to the insurance required in a – c above, the Lessee shall provide or cause its contractors to provide original policies indicating the following types of insurance coverage prior to any construction:
 - i. Owner's Protective Liability Insurance – issued in the name of Miami-Dade County as sole Named Insured in amounts as indicated in b above. This policy must be endorsed to indicate that any premium whether deposit or final shall be the sole obligation of the Lessee or their contractor.
 - ii. Completed Value Builder's Risk/Installation Floater on an "All Risk" basis in an amount not less than one hundred (100%) percent of the insurable value of the Improvements and/or Betterments. The policy shall be in the name of Miami-

Dade County, the Lessee and the Contractors as their interest may appear.

- e. **Operation Phase:** All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida and satisfactory to the County, with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent subject to the approval by the County Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida, Department of Insurance, and be a member of the Florida Guaranty Fund.]

- 54. **Evidence of Insurance:** The Lessee shall be responsible for assuring that the insurance certificates required in conjunction with this subsection remain in force for the Term of the Lease. The Lessee shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days before such expiration.

In the event that expiration certificates are not replaced with new or renewed certificates that cover the Lease Term, the County may at its sole discretion terminate the Lease for cause.

Prior to execution of the Lease by the County and the Effective date, the Lessee shall obtain all insurance required herein and submit same to County for approval. All insurance shall be maintained throughout the Term of the Lease.

Certificates will show that no modification or change in insurance shall be made without thirty (30) days written advance notice to the certificate holder.

The Public Liability Insurance coverage required in Paragraph 55 b. above, shall include those classifications, as listed in standard liability insurance manuals, which are applicable to the operations of the Lessee of the performance of this lease.

The County reserves the right to reasonably amend the insurance requirements by the issuance of a notice in writing to the Lessee. The Lessee shall provide any other insurance or security reasonably required by the County.

- 55. **Termination by the County:** In addition to cancellation or termination as otherwise provided in this Lease, the County may at any time, in its sole discretion, suspend or terminate this Lease by written notice to the Lessee if necessary for the protection and preservation of the County's materials and property.

- a. **Automatic Termination:** This Lease shall automatically terminate upon any of the following:
 - i. Institution of proceedings in voluntary bankruptcy or reorganization by the Lessee;
 - ii. Institution of proceedings in involuntary bankruptcy against the Lessee if such proceedings continue for a period of ninety (90) days;
 - iii. Assignment by Lessee for the benefit of creditors;
 - iv. Abandonment or discontinuation of operations for more than a 24 hour period without prior written approval from the County;
 - v. The discovery of any misstatement in the Lessee's proposal leading to award of this Lease, which in the determination of the County significantly affects the Lessee's qualifications to perform under the Lease;
 - vi. Subject to the provisions of Paragraph 51, unapproved change of ownership interest in Lessee and/or failure to submit the ownership list within 24 hours upon the request of the County; or
 - vii. Failure to cease any activity which may cause limitation of County's use of the leased premises.

- b. **Non-payment of Rent/Health Hazard:** This Lease shall terminate after seven (7) calendar days written notice by the County either by posting on or at the Leased Premises and by certified or registered mail to any known address of Lessee set forth in Paragraph 68 hereof for doing any of the following:
 - i. Non-payment of any sum or sums due hereunder after the due date for such payments; provided, however, that such termination shall not be effective if Lessee makes the required payment(s) during the seven (7) calendar day period following mailing of the written notice. Additionally, the County may sue for rent for the unexpired term of this Lease.
 - ii. Notice of any condition posing a threat to health or safety of the public or patrons and not remedied within the seven (7) calendar day period from receipt of written notice.

- c. **Non-performance of Covenants:** This Lease shall terminate after fourteen (14) days from receipt by Lessee of written notice having either been posted on or at the Leased Premises or by certified or registered mail to the address of the Lessee set forth in Paragraph 68 hereof:
 - i. Non-performance of any covenant of this Lease other than non-payment of rent and others listed in a and b above, and failure of the Lessee to remedy such breach within the thirty (30) calendar day period from receipt of the written notice.
 - ii. A final determination in a court of law in favor of the County in litigation instituted by the Lessee against the County or brought by the County

against Lessee.

In the event that the County terminates this Lease by operation of any of the provisions (as stated in Sections 56 a, b and c), then in addition to other rights and remedies available to the County under the law, the County may accelerate the rental payments under this Lease, whereupon the entire balance owed by the Lessee under this Lease shall become immediately due and payable without further notice or demand.

- d. **Revenue Control and Audit Defaults:** (deleted)
- e. **Habitual Default:** Notwithstanding the foregoing, in the event that the Lessee has frequently, regularly or repetitively defaulted in the performance of or breached any of the terms, covenants and conditions required herein to be kept and performed by the Lessee, regardless of whether the Lessee has cured each individual condition of breach or default, the Lessee shall be determined by the County to be an "habitual violator". At the time that such determination is made, the County shall issue to the Lessee a written notice advising of such determination and citing the circumstances therefor. Such notice shall also advise the Lessee that there shall be no further notice or grace periods to correct any subsequent breaches or defaults and that any subsequent breach(es) or default(s), of whatever nature, taken with all previous breaches and defaults, shall be considered cumulative and, collectively, shall constitute a condition of noncurable default and grounds for immediate termination of this Lease. In the event of any such subsequent breach or default, County may cancel this Lease upon the giving of written notice of termination to the Lessee, such cancellation to be effective upon the tenth (10) day following the date of receipt thereof and all payments due hereunder shall be payable to said date, and the Lessee shall have no further rights hereunder. Immediately upon receipt of said notice of termination, the Lessee shall discontinue its operations at the leased premises, and proceed to remove all its personal property in accordance with the applicable provisions of this Lease.

56. **Termination by Lessee:** Lessee shall have the right upon thirty (30) calendar days from receipt of written notice to the County by certified or registered mail to the address set forth in Paragraph 66 hereof to terminate this Lease at any time after the occurrence of one or more of the following events:

- a. Issuance by any court of competent jurisdiction of any injunction substantially restricting the use of the Leased Premises for the purposes set forth herein, and the remaining in force of said injunction for a period of more than thirty (30) calendar days.
- b. The assumption by the United States Government or any authorized agency thereof, or any other governmental agency, of the operation, control, or use of the SPCC, or any substantial part, or parts, thereof in such a manner as substantially to restrict Lessee's operations for a period of ninety (90) calendar days or more.

57. **Termination of Lease:** Following the termination of this Lease the Lessee, within thirty (30) calendar days, or earlier if determined by the County, shall forthwith remove all of its personal property not acquired under the terms of this Lease. Any personal property of Lessee not removed in accordance with this paragraph may be removed by the County for storage at the cost of the Lessee or shall constitute a gratuitous transfer of title thereof to the County for whatever disposition is deemed to be in the best interests of the County. The County shall not be liable to Lessee for the safekeeping of Lessee's personal property during or after termination of this Lease. Lessee shall not remove any equipment, supplies in bulk, or fixtures within the Leased Premises at any time without pre-approval in writing from the County. Lessee shall be liable to the County for the fair market value of any equipment, supplies in bulk, or fixtures removed without County pre-approved written permission. Lessee shall also be liable for any expenses incurred by the County in prosecuting any action against Lessee following unapproved item removal described above. Lessee shall also be liable to the County for any expenses incurred by the County in replacing any items wrongfully removed by Lessee. It is the intention of the parties to this Lease that all furnishings and equipment purchased or leased by the Lessee, except those permanently affixed to buildings, as defined under the laws of the State of Florida, shall be the personal property of the Lessee. Upon the termination of this Lease Agreement and the removal of all personal property by Lessee, the Lessee shall deliver said premises to the County in the condition set forth in Paragraph 64 hereof.
58. **No Waiver of Right to Enforce:** The waiver by County of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or any subsequent breach of the same or any other term, covenant, or condition herein contained. The subsequent acceptance of rent hereunder by County shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant, or condition of this Lease, other than the failure of Lessee to pay the particular rental so accepted, regardless of County's knowledge of such preceding breach at the time of acceptance of such rent. No covenant, term, or condition of this Lease shall be deemed to have been waived by County, unless such waiver be in writing by County, nor shall there be any accord and satisfaction unless expressed in writing and signed by both County and Lessee.
59. **Rules and Regulations:** The Lessee will observe, obey, and comply with all rules and regulations adopted by the County and all laws, ordinances and/or rules and regulations of other governmental units and agencies having lawful jurisdiction, which may be applicable to Lessee's operations under this Lease. Failure to do so will constitute a breach of the Lease.
60. **Hurricane Preparedness:** The Lessee shall follow the County's emergency evacuation and hurricane plan as set forth for the Leased Premises.
61. **Inspection by County:** The County shall have the authority to make periodic reasonable inspections of the Leased Premises, equipment, and operations during the normal

operating hours thereof to determine if such are being maintained in a neat and orderly condition. The Lessee shall be required to make any improvements in cleaning or maintenance methods reasonably required by the County. Such periodic inspections may also be made at the County's discretion to determine whether the Lessee is operating in compliance with the terms and provisions of this Lease.

62. **Right of Entry:** The County shall have the right to enter upon the Leased Premises at all reasonable times, whether or not during normal business hours, to examine same and to make such repairs, alterations, replacements, or improvements in the Leased Premises as the County deems necessary, but the County assumes no obligation to make repairs in the Leased Premises other than those expressly provided for in this Lease. The County agrees, however, that any such repairs, alterations, replacements, or improvements shall be made with minimum amount of inconvenience to Lessee and that the County will diligently proceed therewith to completion. The County or the County's agents shall also have the right to enter upon the Leased Premises at reasonable times to show them to actual or prospective tenants, or lessees of the SPCC. During the one hundred and eighty (180) days prior to the expiration of the Term of this Lease, the County may show the Leased Premises to prospective tenants. If, during the last ninety (90) days of the term of this Lease, Lessee shall have removed all or substantially all of Lessee's property therefrom, the County may immediately enter, alter, renovate, and redecorate the Leased Premises without elimination or abatement of rent or other compensation and such action shall have no effect upon this Lease.
63. **Lessee's Occupancy Certification:** Lessee agrees at any time and from time to time, within five (5) days after the County's written request, to execute, acknowledge, and deliver to the County a written instrument certifying the Effective Date that Lessee has accepted possession of the Leased Premises and is open for business, that this Lease is unmodified and in full force and effect (or if there have been modifications, that it is in full force and effect as modified and stating the modifications), the dates to which Minimum Rent, and other charges have been paid in advance, if any, and stating whether or not, to the best knowledge of the signer of such certificate, the County is in default in the performance of any such certificate, the County is in default in the performance of any covenant, agreement, or condition contained in this Lease, and, if so, specifying each such default of which the signer may have acknowledged.
64. **Surrender of Premises:** At the expiration or earlier termination of the Term of this Lease, Lessee shall peaceably surrender the Leased Premises in as good a condition as the Leased Premises were on the Effective Date, ordinary wear and tear and damage by condemnation, fire or other casualty excepted. Lessee shall deliver all keys for the Leased Premises to the County at the place then fixed for the payment of rent, and shall notify the County in writing of all combinations of locks, safes and vaults, if any, in the Leased Premises. Ordinary wear and tear shall be deemed not to include damage or injury caused by moving Lessee's property or trade fixtures into or out of the Leased Premises. Lessee's obligation to observe and perform the covenants set forth in this paragraph shall survive the expiration or earlier termination of the term of this Lease.

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65. **Approvals:** Except as provided otherwise, whenever prior approvals are required hereinabove by either party, such approvals shall not be unreasonably withheld.
66. **Notices:** Any notices submitted or required by this Lease shall be sent by registered or certified mail addressed to the parties as follows:

To the County: General Services Administration
 111 N.W. 1st Street, 24th Floor
 Miami, Florida 33128

To the Lessee:

or to such other address as either party may designate in writing, and where receipt of same is acknowledged by the receiving party. The County may alternatively provide notice by posting written notice on or at the Leased Premises. If attempted delivery of such notice by mail is thwarted by any avoidance of receipt or unavailability for receipt by the intended recipient, such notice will have the effect of being constructively received by the recipient.

67. **Interpretations:** This Lease and the exhibit and attachments hereto, and other documents and agreements specifically referred to herein, constitute the entire, fully integrated Lease between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous verbal or written agreements between the parties with respect thereto, excepting any past or contemporaneous written or verbal agreements expressly and clearly incorporated by reference within the four corners of this Lease. This Lease may be amended only by written document, properly authorized, executed, and delivered by both parties hereto. For the County, appropriate authorization shall be construed to mean appropriate formal action by the County Mayor or the County Mayor's designee or, if required by law, the Board. This Lease shall be interpreted as a whole unit and paragraph headings are for convenience only. The Lease shall not be construed in favor of one party or the other. All matters involving the Lease Agreement shall be governed by laws of the State of Florida.
68. **Security:** The Lessee acknowledges and accepts full responsibility for the security and protection of its equipment, other personal property and money used in connection therewith. The County makes no warranties as to any obligation to provide security for the Leased Premises, outside of standard security measures supplied by the County in general. Lessee may provide its own specialized security for the Leased Premises, subject to the County's written approval. Absence of said Lessee security measures shall not increase the County's security obligation.
69. **Rights Reserved to County:** All rights not specifically granted to the Lessee by this Lease are reserved to the County. The designation of any particular remedy for the County is without prejudice to any other relief available in law or equity, and all such relief is reserved to the County.

70. **Lien:** The County shall have a lien upon all personal property of the Lessee on the leased premises to secure the payment to the County of any unpaid money accruing to the County under the terms of this Lease.
71. **Entirety of Agreement:** The parties hereto agree that this Lease sets forth the entire agreement between the parties, and there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Lease may be added to, modified, superseded or otherwise altered, except as may be specifically authorized herein or by written instrument executed by the parties hereto.
72. **Headings:** The headings of the various paragraphs and sections of this Lease, and its Table of Contents, are for convenience and ease of reference only, and shall not be construed to define, limit, augment or describe the scope, context or intent of this Lease or any part or parts of this Lease.
73. **Waiver:** Waiver of any breach shall not constitute waiver of any other breach. Invalidation of any portion of this Lease shall not automatically invalidate the entire Agreement.
74. **Performance:** The parties expressly agree that time is of the essence in the performance of this Lease and that the failure by the Lessee to complete performance within the time specified, or within a reasonable time, if no time is specified herein, shall relieve the County of any obligation to accept such performance.
75. **No Partnership or Agency:** The County and the Lessee are independent entities and the officers, employees, and agents of one are not, and shall not represent themselves to be, officers, employees, or agents of the other. This Lease does not constitute and shall not be represented to constitute a partnership between the County and the Lessee.
76. **Choice of Venue:** Any litigation between the County and the Lessee relating in any way to this Lease Agreement shall be brought and presented exclusively in a Court located in Miami-Dade County, Florida.
77. **Subcontractual Relations:** Lessee shall not enter into any subcontracts, retain consultants, or assign, transfer, convey, sublet, or otherwise dispose of the Lease, or any or all of its rights, title or interest herein, or its power to execute such Lease to any person, company, or corporation without the prior written consent of the County, which will not be unreasonably withheld. Consent of the County does not confer upon the subcontractor any direct right of action against the County, or action against the County through the operator, or involve the County in any expense.
 - a. If the Lessee will cause any part of this Lease to be performed by a Subcontractor, the provisions of this Lease will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Lessee; and the Lessee will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and

negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Lessee. The services performed by the [Subcontractor] will be subject to the provisions hereof as if performed directly by the Lessee.

- b. The Lessee, before making any subcontract for any portion of the services, will state in writing to the County the name of the proposed Subcontractor, the portion of the Services which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the County may require. The County will have the right to require the Lessee not to award any subcontract to a person, firm or corporation disapproved by the County.
- c. Before entering into any subcontract hereunder, the Lessee will inform the Subcontractor fully and completely of all provisions and requirements of this Lease relating either directly or indirectly to the services to be performed. Such Services performed by such Subcontractor will strictly comply with the requirements of this Lease.
- d. In order to qualify as a Subcontractor satisfactory to the County, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the services in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the County that it has satisfactorily performed services of the same general type which is required to be performed under this Lease.
- e. The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the subcontract will delay, prevent, or otherwise impair the performance of Lessee's obligations under this Lease. All Subcontractors are required to protect the confidentiality of the County's proprietary and confidential information. Lessee shall furnish to the County copies of all subcontracts between Lessee and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County permitting the County to request completion of performance by the Subcontractor of its obligations under the subcontract, in the event the County finds Lessee in breach of its obligations, and the County's option to pay the Subcontractor directly for the performance by such subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any subcontractor hereunder as more fully described herein.

78. **Lessee Application/Administrative Fee:** The Lessee shall be a registered vendor with the County Department of Procurement Management, for the duration of this Lease. It is the responsibility of the Lessee to file the appropriate vendor application, to update the application file for any changes, and to remit the annual administrative fee, for the duration of the Lease, including any option years.

Lessee shall submit the Vendor Application and all associated information within fifteen

(15) days prior to award of this Contract by Miami-Dade County Board of County Commissioners. If the Lessee fails to submit this Vendor Application, within the specified time frame, the County may take whatever actions it deems necessary.

79. **Local, State, and Federal Compliance Requirements:** Lessee agrees to comply, subject to applicable professional standard, with the provisions of any and all Federal, State and the County orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Lease, including but not limited to:

- a. Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Agreement;
- b. Miami-Dade County Florida, Department of Business Development Participation Provisions, as applicable to this Agreement;
- d. Environmental Protection Agency (EPA), as applicable to this Agreement;
- e. Miami-Dade County Code, Chapter 11A, Article 3. All Lessees and subcontractors performing work in connection with this Lease shall provide equal opportunity for employment regardless of race, religion, color, age, sex, national origin, or place of birth. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Lessee agrees to post in conspicuous place available for employees and applicants for employment, such notices as may be required by the Miami-Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the work setting forth the provisions of the nondiscrimination law;
- f. "Conflicts of Interest" and "Employment Discrimination"; Notwithstanding any other provision of this Lease, Lessee shall not be required pursuant to this Lease to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Lessee, constitute a violation of any law or regulation to which Lessee is subject, including but not limited to laws and regulations requiring that Lessee conduct its operations in a safe and sound manner.

80. **Nondiscrimination:**

- a. During the performance of this Agreement, Lessee agrees to: not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to insure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship

and on the job training.

- b. By entering into this Lease with the County and signing the Disability Nondiscrimination Affidavit attached hereto as [Attachment Attachment C] the Lessee attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or [Miami-Dade County Resolution No. R-385-95]. If the Lessee or any owner, subsidiary or other firm affiliated with or related to the Lessee is found by the responsible enforcement agency, the Courts or the County to be in violation of the Act or the Resolution, such violation shall render this Lease void. This Lease shall be void if the Lessee submits a false affidavit pursuant to this Resolution or the Lessee violates the Act or the Resolution during the term of this Contract.
- c. Lessee agrees to abide by [Chapter 11A, Article IV of the Code of Miami-Dade County ("County Code"), as amended, which prohibits discrimination in employment; Title VII of the Civil Rights Act of 1968, as amended, which prohibits discrimination in employment and public accommodation; the Age Discrimination Act of 1975, 42 U.S.C., as amended, which prohibits discrimination in employment because of age; and Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. Statue 794, as amended, which prohibits discrimination on the basis of disability.]

81. **Assumptions, Parameters, Projections, Estimates and Explanations:** The Lessee understands and agrees that any assumption, parameters, projections, estimates and explanations presented by the County herein are provided to the Lessee for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events the County makes no representations or guarantees; and the County shall not be responsible for the accuracy of the assumptions presented; and the County shall not be responsible for conclusions to be drawn therefrom; and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Lessee. The Lessee accepts all risk associated with using this information.

82. **Independent Private Sector Inspector General Reviews:** The County has established the Office of the Inspector General, which is required to perform mandatory random audits on County's contracts, including leases, concessions, franchises, and other revenue-generating contracts, throughout the duration of each contract. The County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of existing projects or programs may include a report whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity for and reasonableness of proposed change orders to the contract. The Inspector General is empowered to retain the services of independent private sector inspectors general to audit, investigate,

monitor, oversee, inspect and review operations, activities, performance and procurement processes, including but not limited to project designs, specifications, proposal submittals, activities of the contractor, its officers, agents and employees, lobbyists, County staff and elected officials to insure compliance with contract specifications and to detect fraud and corruption.

83. **Indulgence Not Waiver:** The indulgence of either party with regard to any breach or failure to perform any provision of this Lease shall not be deemed to constitute a waiver of the provisions or any portion of this Lease, either at the time of breach or failure occurs or at any time throughout the term of this Lease.

84. **Survival:** The parties acknowledge that any of the obligations in this Lease will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Lessee and the County under this Lease that by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

85. **County as Sovereign:** It is expressly understood that notwithstanding any provision of this Lease and the County's status thereunder:
 - a. The County retains all of its sovereign prerogatives and rights as a county under Florida laws and shall in no way be estopped from withholding or refusing to issue any approvals of applications for building, zoning, planning or development under present or future laws and regulations of whatever nature applicable to the planning, design, construction and development of the Leased Premises or the operation thereof, or be liable for the same; and

 - b. The County shall not by virtue of this Lease be obligated to grant the Lessee any approvals of applications for building, zoning, planning or development under present or future laws and ordinances of whatever nature applicable to the planning, design, construction, development and/or operation of the Premises.

86. **No Liability for Exercise of Police Power:** Notwithstanding and prevailing over any contrary provision in this Lease, or any County covenant or obligation that may be contained in this Lease, or any implied or perceived duty or obligation including but not limited to the following:
 - a. To cooperate with, or provide good faith, diligent, reasonable or other similar efforts to assist the Lessee, regardless of the purpose required for such cooperation;

 - b. To execute documents or give approvals, regardless of the purpose required for such execution or approvals;

 - c. To apply for or assist the Lessee in applying for any county, city or third party permit or needed approval; or

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- d. To contest, defend against, or assist the Lessee in contesting or defending against any challenge of any nature.

6/5/08

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the appropriate officials, as of the date first above written.

By: Marla Ferreira

Name: MARLA FERREIRA

Title: VP- ASSET MGMT

Date: 8/5/08

Witness: Janice Young

Witness: [Signature]

CORPORATE SEAL

MIAMI-DADE COUNTY

By: _____

Name: _____

Title: _____

Date: _____

Attest: _____

Clerk of the Board

Approved as to form
and legal sufficiency

Assistant County Attorney

Dade County Federal Credit Union

Board of Directors

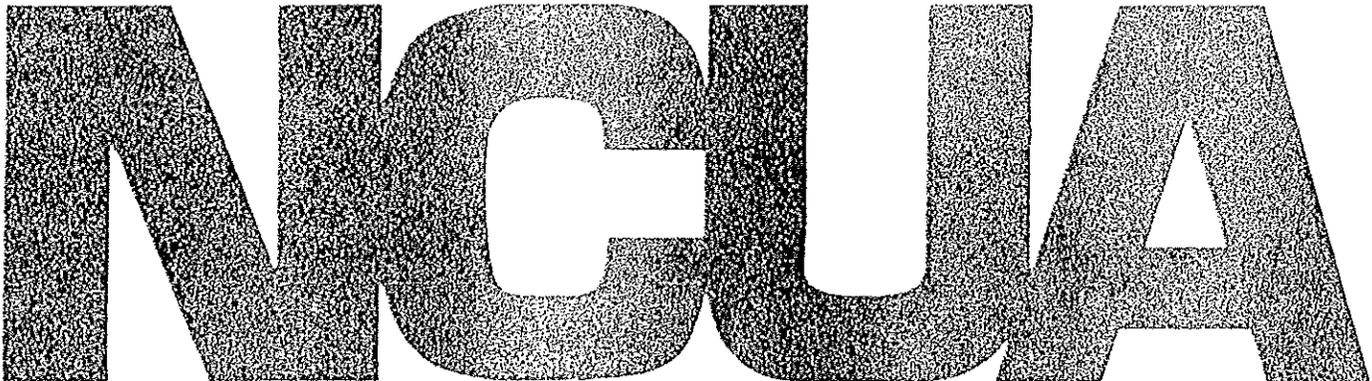
Bonnie Burrell	Chairman
Harry Wright	Vice Chairman
Sandra Briguera	Secretary
George Joseph	Treasurer
Thelma Johnson	Assistant Secretary

Officers

John Holt	Executive Vice President
Robert Barrocas	Senior Vice President
Eloica Smith	Senior Vice President
Lynn Sexton	Chief Financial Officer
Blanca Barrocas	Vice President
Linda Davis	Vice President
Marla Ferreira	Vice President
Paul Mahler	Vice President
Adrienne Robba	Vice President
Rita Rosen	Vice President
Annie Wilkinson	Vice President

Supervisory Committee (Officers)

Paul Palmer
Mario Garcia
Ted Davis
Marjorie James-Saunders
Robert Lockhart



National Credit Union Administration

HEREBY CERTIFIES THAT EACH MEMBER'S
SHARES IN

DADE COUNTY FEDERAL CREDIT UNION

ARE INSURED UP TO \$100,000, THE
MAXIMUM AMOUNT PROVIDED BY THE
FEDERAL CREDIT UNION ACT

24508

INSURANCE CERT. #

6 / 27 / 94

ISSUE DATE

Norman E. DiGeronimo



Automated Clearing House Security Procedure Agreement Operating Circular 4 – Appendix A-1

Federal Reserve Use Only	
OAL verification:	
name _____	sig. _____
COS initials _____	
Date _____	
Image Date _____	

Note: This agreement must be executed by all Sending Points and Originating Depository Financial Institutions.

Date: 10/20/04

To: Federal Reserve Bank of Atlanta
Miami Office

We agree to the provisions of the Federal Reserve Banks' Operating Circular entitled Automated Clearing House Items" and its appendices (Circular"), as amended from time to time, and to the Reserve Bank's Operating Circular 5 entitled "Electronic Access" and the Certification Practice Statement incorporated in Operating Circular 5, as amended from time to time.

If we use an encrypted communications line with access controls for the transmission of ACH Items to a Reserve Bank, we will choose one of the Level One Security Procedures as generally described in Appendix A to the Circular, as such security procedure may be modified from time to time by the Reserve Banks. If you offer more than one Level One Security Procedure, when we use one of the Level One Security Procedures, we reject the other Level One Security Procedure offered by you. We also agree that this procedure will be used if we receive ACH items by means of an encrypted electronic communications line with access controls. The chosen Level One Security Procedure will be used for the purpose of verifying that ACH items were sent or received by us.

If we use a method other than an encrypted communications line with access controls for the transmission of ACH items, we reject the Level One Security Procedures and choose the Level Two Security Procedure generally described in Appendix A to the Circular, as such security procedure may be modified from time to time by the Reserve Banks. This security procedure will be used for the purpose of verifying that ACH items were sent or received by us.

We understand that the Level Two Security Procedure as well as any of the Level One Security Procedures may be deemed commercially reasonable pursuant to Section 4A-202(c) of Article 4A of the Uniform Commercial Code.

Whenever we choose to use one of the Level One Security Procedures or the Level Two Security Procedure, we agree to be bound by any ACH item, whether or not authorized, sent in our name and accepted by a Reserve Bank in compliance with such procedure.

We understand that the Level One and Level Two Security Procedures will not be used to detect any error in the transmission or content of ACH items.

We also understand and agree that the security procedures established by this Agreement may be changed only by an amendment to Appendix A or other written agreement. The Agreement may not be changed by an oral agreement or by a course of dealing or custom.

<u>Dade County Federal Credit Union 266080107</u>		
Name of Institution	ABA Number	Date
<u>George Joseph</u>	<u>George Joseph</u>	<u>President + CEO</u>
Authorized Signature*	Printed Name	Title

*The signer of this agreement must appear as an authorized signature on your institution's Official Authorization List that is currently on file with the Federal Reserve District servicing your Master Account.

Please complete this form and mail original to:

Federal Reserve Bank of Atlanta
1000 Peachtree Street
Atlanta, GA 30309-4470
Attn: FedACH Manager

Federal Reserve Bank of Minneapolis
P.O. Box 291
Minneapolis, MN 55480-0291
Attn: FedACH Manager

Districts: Boston, New York, Philadelphia,
Cleveland, Richmond, Atlanta, and Chicago

Districts: St. Louis, Minneapolis,
Kansas City, Dallas, and San Francisco

FEDERAL RESERVE BANK OF ATLANTA-MIAMI BRANCH
PAYMENT SERVICES DEPARTMENT
AUTOMATIC CHARGE AND CREDIT AUTHORIZATION
DEPOSITORY INSTITUTION

THIS AGREEMENT, effective as of August 1, 1997, between Dade County Federal Credit Union ("Depository Institution") and the Federal Reserve Bank of Atlanta ("Reserve Bank") is made to enable Depository Institution to take part in clearing arrangements established by the Federal Reserve Bank of Atlanta, and to enable Reserve Bank to charge or credit Institution's designated account to effect settlement for transactions involving the collection of checks, return items and related activities.

ACCORDINGLY, THE PARTIES AGREE AS FOLLOWS:

1. DIRECTION:
 - A. Cash items drawn on Depository Institution will be delivered to:
 Depository Institution Other Truncated by Federal Reserve (specify)
 - B. Advices, Return Items, etc. will be delivered to:
 Depository Institution Other _____ (specify)
2. METHOD OF PAYMENT: Charges and credits will be effected through the following account:
 Depository Institution's Reserve Account Depository Institution's Clearing Account
3. AUTOMATIC ENTRY: The Reserve Bank is authorized to make appropriate entry to Depository Institution's designated account for cash items drawn on or payable through Depository Institution or for cash items to be credited to Depository Institution.
 - a. The gross amount of cash items will be charged or credited to Depository Institution's account on the banking day the items are received by Depository Institution or institution designated above. If Depository Institution observes a non-standard holiday, Depository Institution will be charged on the non-standard holiday for the gross amount of cash items made available by Reserve Bank to Depository Institution, unless Depository Institution elects another payment option. Depository Institution will be charged on the banking day following the non-standard holiday for such items if Depository Institution notifies Reserve Bank in writing that it elects one of the float payment options approved by the Reserve Bank.
 - b. If Depository Institution fails to receive a cash letter on any banking day, it will on that day notify Reserve Bank's Payment Services Department by collect phone or wire and such charge will be reversed.
4. CHARGE FOR SERVICES: The Reserve Bank is authorized to charge Depository Institution's designated account for services provided by Reserve Bank according to published fees.
5. DEPOSITS: Entry for any deposits of cash letters sent by Depository Institution to Reserve Bank will be made to Depository Institution's designated account in accordance with the time schedules in Operating Circular No. 14 and other applicable deadlines.
6. RETURNS AND ADJUSTMENTS: Unpaid items may be returned for entry to Depository Institution's designated account in accordance with all applicable requirements and conditions of Regulation J and Reserve Bank's Operating circulars. Adjustment requests will be handled upon receipt.
7. NOTIFICATION: Depository Institution agrees to examine advices of debit and credit entries promptly and, in the event an entry is in the wrong amount or its objected to for any other reason, will immediately notify Reserve Bank's Payment Services Department.
8. COMPLIANCE WITH CIRCULARS AND REGULATIONS: Depository Institution agrees to be bound by all provisions of Reserve Bank's Operating Circulars Nos. 13 and 14, as applicable.

9. CLOSING: Depository Institution has listed on the reverse side hereof all days excluding Sundays on which it is closed, and will notify Reserve Bank by letter of any changes to this list. Reserve Bank may consider Depository Institution as open for business on any day not so listed, unless otherwise notified.

10. REVOCATION: Either party may revoke this agreement at any time by sending written notice of revocation to the other party. Revocation is effective on the banking day of Reserve Bank following the day of receipt of the written notice or at a future date specified in the written notice. When possible, advance notice should be provided.

IN WITNESS WHEREOF, the parties have signed this agreement by their duly authorized officer as of the date first above stated.

FEDERAL RESERVE BANK
OF ATLANTA-Miami Branch

Dade County Federal Credit Union
Depository Institution

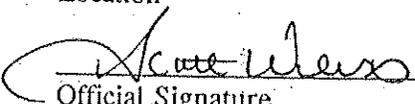
266080107

R/T Number

1500 N.W. 107th Ave
Miami Fl 33172

Location

Official Signature



Official Signature

Title

Senior V.P. Finance

Title

LIST OF DAYS CLOSED

WEEKLY CLOSINGS

Paying Institution is closed and transacts no business
on the following day(s) of the week:

ANNUAL HOLIDAYS

Paying Institution is closed and transacts no business
on the following holidays:

- (x) New Year's Day
- (x) Washington's Birthday
- (x) Memorial Day
- (x) Independence Day
- (x) Labor Day
- (x) Columbus Day
- (x) Veteran's Day
- (x) Thanksgiving Day
- (x) Christmas Day
- (x) Other: Day after Thanksgiving

Financial Institution Dade County Federal Credit Union R/T Number 266080107

S O U T H E A S T  C O R P O R A T E

**ACH ORIENTATION ATTACHMENT
TO THE ACH AGREEMENT FOR ELECTRONIC DATA
INTERFACE OF TRANSACTIONS, OPERATIONS AND RECORDS**

This Attachment is an ACH Origination Attachment to the ACH Agreement for Electronic Data Interface of Transactions, Operations, and Records dated 7/26, 2007 between SOUTHEAST CORPORATE FEDERAL CREDIT UNION ("Corporate") and Dade County Federal CREDIT UNION.

1. Definitions.

- (a) Capitalized terms used herein and not otherwise defined shall have the same meaning as used in the Agreement.
- (b) "Exception Handling Services" means the creation or preparation and transmission of the ACH items specified in the Manual from time to time as items for Exception Handling Service.
- (c) "Agreement" means the ACH Agreement between Credit Union and Corporate, of which the Attached is a part.
- (d) "Origination Services" means those activities and functions of Corporate, acting as Credit Union's third party processor in accordance with the Credit Union Set-Up Instructions as specified in the Manual and this Attachment.
- (e) "Receipt Services" means those activities and functions of Corporate, acting as Credit Union's third party processor, in accordance with the Credit Union Set-Up Instructions as specified in this Manual and this Attachment.
- (f) "Services" means, individually and collectively, Origination Service and Receipt Service, and Exception Handling Service.
- (g) "Corporate" means Southeast Corporate Federal Credit Union, or U.S. Central acting as Corporate's third party processor.

2. Processing, Transmittal, And Settlement By Corporate.

- (a) Except as provided in Sections 3 and 4, Corporate shall (i) process Entries received from Credit Union to conform with the file specifications set forth in the NACHA Rules, (ii) transmit such Entries as a third party processor to an ACH Operator (the "ACH Operator") acting as an Automated Clearing House processor, (iii) process such Entries intended for Corporate as a third party processor/Receiving Institution from the ACH Operator, (iv) settle such Entries as provided

in the Rules, and (v) process Exception Items as provided in the Rules.

- (b) Corporate shall transmit such credit Entries to the ACH Operator by the deadline of the applicable ACH Operator two business days prior to the Effective Entry Date shown in such Entries, provided (i) such Entries are received by Corporate's related cut-off time set forth in the Manual on a business day, (ii) the Effective Entry Date is at least two (2) business days after such business day, and (iii) the ACH Operator is open for business on such business day. For purposes of this Attachment, (x) a "business day" is a day on which both Corporate and the Federal Reserve Bank of Kansas City are open for carrying on substantially all of its business [other than a Saturday or Sunday], and (y) Entries shall be deemed receivable by Corporate, in the case of transmittal by tape, when received by Corporate at the location set forth in the Manual, and in the case of transmittal by electronic transmission, when the transmission (and compliance with any related security procedure provided for herein) is completed as provided in the Manual.
 - (c) Corporate shall transmit debit Entries to the ACH Operator by the deadline of the applicable ACH Operator one business day prior to the Effective Entry Date shown in such Entries, provided (i) such Entries are received by Corporate's related cut-off time set forth in the Manual on a business day, (ii) the Effective Entry Date is at least one (1) business day after such business day, and (iii) the ACH Operator is open for business on such business day.
 - (d) If any of the requirements of clause (i), (ii), or (iii) of Section 2(b) or 2(c) are not met, Corporate shall use reasonable efforts to transmit such Entries to the ACH Operator by the next deposit deadline of the ACH Operator which is a business day and a day on which the ACH Operator is open for business. Corporate shall not be responsible for any incorrect information given by Credit Union or its Authorized Third Parties, which results in an erroneous or untimely settlement of funds.
 - (e) Under the Rules Corporate as a RDFI is not required to give Credit Union notice of receipt of an ACH item, and Corporate will not do so. However, Corporate will continue to notify Member of the receipt of payments in the periodic statements Corporate provides to Member and may also post such information on the data processing system.
3. On-Us Entries. Except as provided in Section 4, in the case of an Entry received for credit to an account maintained with Corporate (an "On-Us Entry"), Corporate shall credit the Receiver's account in the amount of such Entry on the Effective Entry Date contained in such Entry, provided the requirements set forth in clauses (i) and (ii) of Section 2(b) are met. If either of those requirements is not met, Corporate shall use reasonable efforts to credit the Receiver's account in the amount of such Entry on the next business day following such Effective Entry Date.
4. Rejection of Entries. Corporate shall reject any Entry which does not comply with the requirements of the Manual, or which contains an Effective Entry Date more than 30 days after the business day such Entry is received by Corporate. Corporate shall have the right to reject an On-Us Entry for any reason for which an

Entry may be returned under the Rules. Corporate shall have the right to reject any Entry if Corporate would be obligated to extend credit to Credit Union with respect to such Entry and Corporate is unwilling to extend such credit. Corporate may reject any entry if Credit Union does not adhere to the Security Procedures. Corporate shall notify Credit Union by phone or electronic transmission of such rejection no later than the business day such Entry would otherwise have been transmitted by Corporate to the ACH Operator or, in the case of an On-Us entry, its Effective Entry Date. Corporate shall have no liability to Credit Union by reason of the rejection of any Entry or the fact that such notice is not given at an earlier time than that provided for herein.

5. Cancellation Or Amendment By Credit Union. Credit Union shall have no right to the cancellation or amendment of any Entry after its receipt by Corporate. However, if such request complies with the Security Procedures for the cancellation of Data, Corporate shall use reasonable efforts to act on a request by Credit Union for cancellation of an Entry prior to transmitting it to the ACH Operator or, in the case of an On-Us Entry, prior to crediting a Receiver's account, but shall have no liability if such cancellation is not effected. Credit Union shall reimburse Corporate for any expenses, losses and damages Corporate may incur in effecting or attempting to affect Credit Union's request for the reversal of an Entry
6. Notice of Rejected Entries. Corporate shall notify Credit Union by electronic transmission of the receipt of a rejected or returned entry from the ACH no later than one business day after the business day of such receipt. Except for an Entry retransmitted by Corporate in accordance with the requirements of the Manual, Corporate shall have no obligation to retransmit a returned Entry to the ACH if Corporate complied with the terms of this Agreement with respect to the original Entry.
7. Payment by Credit Union for Entries. Credit Union shall pay Corporate the amount of each Entry transmitted by Corporate pursuant to this Agreement at such time on the date of transmittal by Corporate of such Entry as Corporate, in its discretion, may determine, and the amount of each On-Us Entry at such time on the Effective Entry Date of such Entry as Corporate, in its discretion, may determine.
8. Credit Union Responsibilities. In addition to any other requirements set forth in this Agreement, Credit Union shall be responsible for the following, as applicable:
 - (a) Verifying the accuracy of all information and Entries submitted by Credit Union to Corporate for transmission hereunder and of all information submitted by Credit Union to Corporate to enable Corporate to process Exception Transactions hereunder;
 - (b) Verifying that all ACH Files created for Credit Union by ACH are transmitted by Corporate to the Credit Union; verification may be effected by any procedure specified in the Manual;
 - (c) Ensuring that its Authorized Third Parties notify their consumer customers in writing if preauthorized debit transfers vary from previous preauthorized debit transfers relating to the same authorization, at least ten (10) days in advance of the transfer date for amount variances and seven (7) days in advance for date variances, unless waived in writing by the member as permitted under

Regulation E of the Federal Reserve Board;

- (d) Transmitting Entries prepared by Credit Union to Corporate in accordance with the transmission deadlines set forth in the Manual or such earlier times as may be appropriate to allow for the timely processing of the Entries and for conforming to cut off times as specified by Corporate's ACH Operator;
- (e) Submitting to Corporate electronic prenotifications at least six (6) days before initiating new Entries;
- (f) Ensuring that the Originator obtains from consumers written authorizations and/or agreements concerning the origination of Entries, and retaining the original or a copy of each authorization or agreement received by Credit Union for seven (7) years after revocation or termination of such authorization or agreement. Upon request by an RDFI, Credit Union, when acting as an ODFI, must provide a copy of the signed authorization to the RDFI within sixty (60) days of the request;
- (g) Maintaining a commercially reasonable security procedure if required under Regulation J of the Federal Reserve Board or Article 4A or the agreements with members of Credit Union;
- (h) Notifying Corporate that an ACH File identified on the ACH Advice Settlement was not received by Credit Union from Corporate or of any errors in the ACH Files no later than the business day following the day of receipt by Credit Union of Corporate's Report;
- (i) Notifying Corporate by the time specified in the Manual that Credit Union will be closed on a business day that Credit Union's ACH is operating and of alternate arrangements for receipt of ACH Files transmitted by Corporate;
- (j) Transmitting all relevant information required for preparation of Exception Transactions as set forth in the Manual or other agreed upon method. Information prepared by Credit Union and submitted to Corporate shall conform to the format required by the Rules and shall contain all required information as outlined in the Rules as amended from time to time;
- (k) Transmitting all relevant information prepared by Credit Union for Exception Transactions to Corporate in accordance with the transmission deadlines set forth in the Manual or such earlier times as may be appropriate to allow for the timely processing of the Exception Transactions and for conforming to cut off times as specified by the Rules and/or the Federal Reserve Bank;
- (l) Becoming familiar with and complying with all applicable laws including the Bank Secrecy Act and Rules pertaining to the Services to be provided by Corporate hereunder, including, without limitation, OFAC enforced sanctions, responsibilities of Originators and Receivers under the Rules and applicable regulations and fines and penalties that may be assessed Corporate for Rules violations by Member;

- (m) Reimbursing Corporate for any and all fines and/or liabilities imposed against Corporate for a Rules violation caused by an action or omission of Credit Union, regardless of how the violation occurs. Credit Union shall indemnify and hold Corporate harmless from and against any loss, liability or expense (including, without limitation, all attorney's fees, court costs and expenses, including any attorney's fees, court costs and expenses incurred in appellate proceedings and post-judgement collection) resulting from or arising out of any breach of the foregoing representations, responsibilities and agreements as well as all other duties, representations, warranties and obligations of Credit Union under this Attachment and Agreement. Provided however, that Credit Union shall be excused from its obligation to Corporate pursuant to this subsection (m) only to the extent of liabilities arising after Corporate shall have been notified that specified acts or omissions of Credit Union would, if continued, result in the imposition of fines or subject Corporate to liability and Corporate fails to give Credit Union notice of such fact;
- (n) Retaining data on file adequate to permit remaking of Entries for seven (7) days following the date of their transmittal by Corporate as provided herein, and shall provide such data to Corporate upon its request;
- (o) Transmitting Credit and/or Debit Entries to Corporate to the location(s) and in compliance with the formatting and other requirements set forth in the Manual; and
- (p) Make all information available to its members necessary for such member to post Entries in accordance with the Rules.

9. Corporate Responsibilities.

- (a) For Origination Services, Corporate shall:
 - (i) Receive Entries, formatted as specified in the Manual, from Credit Union and Authorized Third Parties;
 - (ii) Transmit such Entries to the ACH selected by Corporate in a timely manner in accordance with the Agreement, Rules, and the Manual;
 - (iii) Notify Credit Union by the close of the Business Day following the scheduled date of transmission, if it experiences a delay in the delivery of the Entries to the ACH; and
 - (iv) Perform such other Origination Services as may be specified from time to time in the Manual.
- (b) For Receipt Services, Corporate shall:

- (i) Receive ACH files from Corporate's ACH for Credit Union;
- (ii) Format ACH Files into a report accessible by Credit Union using the APEX System in accordance with and by the time specified in the Manual; and
- (iii) Perform such other Receipt Services as may be specified from time to time in the Manual.

In connection with providing the Receipt Services, Credit Union acknowledges that Corporate observes all Federal Reserve Bank holidays. In the event the Credit Union is closed on a business day not observed as a Federal Reserve Bank holiday, it is the responsibility of the Credit Union to notify Corporate as specified in the Manual of alternative arrangements. Except as may otherwise be provided in the Agreement, Corporate **ASSUMES NO RESPONSIBILITY BEYOND ENTERING THE REPORT ON THE APEX SYSTEM** of the ACH data received from the Federal Reserve. In the event that Credit Union discovers any errors in the ACH files, the Credit Union will notify Corporate no later than the following business day. Corporate will make all reasonable efforts to initiate adjustments or corrections, but will not be held liable for any loss or liability as a result of incorrect data received.

- (c) For Exception Handling Services, Corporate shall:
 - (i) Receive information from Credit Union as necessary, for the preparation of the exception items as specified in the Manual;
 - (ii) Deliver the exception items to the ACH in accordance with the Agreement, Rules, and the Manual;
 - (iii) Notify Credit Union by any means as soon as practicable in the event any delay results in the failure to deliver the exception items, then the applicable time frames specified in the Rule, Agreement or the Manual; and
 - (iv) Perform such other Exception Handling Services as may be specified from time to time in the Manual.

If Credit Union discovers that information has been transmitted to Corporate in error, it should notify Corporate immediately. If such notice is received prior to 4:00 p.m. on the date of transmission or delivery, Corporate will utilize reasonable efforts to stop the exception item from being delivered to Credit Union's ACH. If such notice is not received by 4:00 p.m. on the date of transmission or delivery, Corporate shall bear no responsibility to the Credit Union.

In the event Corporate receives information after its deadline set forth herein, it shall have no

obligation to transmit or deliver the exception items derived therefrom to Corporate's ACH by the applicable ACH deadline.

Except to the extent that any terms or conditions expressly conflict, all terms, conditions and all other provisions of the Agreement are incorporated by reference into this ACH Origination Attachment.

Accepted and Agreed:

Dade County Federal Credit Union

Account Number 266080107
Address 1500 N.W. 107 Avenue
Miami, FL 33127

By: George Joseph
Name: George Joseph
Title: President + CEO

Southeastern Corporate Federal Credit Union
8400 Baymeadows Way, Suite 18
Jacksonville, FL 32233
By: [Signature]
Name: Ray E. Moon
Title: SVP, Correspondent Services
Date: 7/26/2007

S O U T H E A S T  C O R P O R A T E

**ACH AGREEMENT
FOR ELECTRONIC DATA INTERFACE
OF TRANSACTIONS, OPERATIONS AND RECORDS
BETWEEN SOUTHEAST CORPORATE FEDERAL CREDIT UNION**

In consideration of the mutual agreements herein; and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, Southeast Corporate Federal Credit Union ("Corporate") and Dade County Federal Credit Union Credit Union ("Credit Union") agree as follows:

1. Definitions.

(a) "Corporate" means Southeast Corporate Federal Credit Union, or U.S. Central Credit Union acting as Corporate's third party processor.

(b) "Credit Union" means Dade County Federal Credit Union, or its Authorized Third Party.

(c) "ACH Operations Manual" or "Manual" means the documents provided by Corporate from time to time which contain instructions and requirements for use of the specific Services provided to Credit Union. The Manual as amended from time to time is hereby incorporated into this Agreement by reference.

(d) "APEX System" means the System used by Corporate to provide the Services in accordance with the Manual.

(e) "Attachment" means any ACH Origination Attachment or ACH Processing/Receipt Attachment to this ACH Agreement duly executed by Credit Union and Corporate, each of which is incorporated by reference herein.

(f) "Authorized Individuals" means those persons designated by Credit Union from time to time on Schedule A of the Funds Transfer Agreement as authorized to effect transaction requests or initiate Services, or give notices to Corporate with regard to this Agreement and a Service.

(g) "Authorized Officers" means the persons designated by credit union under Section 3 of the Funds Transfer Agreement.

(h) "Authorized Third Party" means any third party authorized by Credit Union, as reflected in the Select Employee Group Set-Up Form, for whom Corporate shall provide the applicable Service.

(i) "Entry" or "Entries" shall have the meaning provided in the Rules and shall also

mean, as applicable, the data received from Credit Union or an Authorized Third Party from which Corporate prepares Entries.

(j) "Funds Transfer Agreement" means the executed agreement governing the transfer of funds by the Corporate on behalf of the Credit Union. Any update to the Funds Transfer Agreement supersedes previous Funds Transfer Agreements and is incorporated into this Agreement.

(k) "Loan Agreement" means the Master Loan Agreement between Corporate and Credit Union dated 12/30/02, and any amendments thereto and any subsequent loan agreement(s) restatements and amendments thereto entered into between Corporate and Credit Union in substitution or replacement thereof.

(l) "Member" means a member of the Credit Union.

(m) "Rules" means, collectively, the rules of the National Automated Clearinghouse Association ("NACHA"), Credit Union's local Automated Clearing House Association, and the Cross Border Payment Operating Rules and Technical Specifications, and Regulation E of the Board of Governors of the Federal Reserve System, as amended from time to time. The Rules as amended from time to time are hereby incorporated into this Agreement by reference.

(n) "Security Procedures" means those security procedures as specified by Corporate under the Funds Transfer Agreement applicable to the Services provided hereunder.

(o) "Services" means the Services made available to Credit Union as specified in Attachments to this Agreement.

(p) "Credit Union Set-Up Instructions" means the instructions, completed by Credit Union and accepted by Corporate, as provided in the Manual for those Services to be performed by Corporate for Credit Union pursuant to this Agreement.

(q) "Transaction Account" means the Credit Union's S010 account type held at the Corporate for settlement purposes.

2. Effective Date. This Agreement shall become effective on the date executed by Corporate. The Effective Date for the Services specified in an Attachment shall be the earlier of the date such Attachment is executed by Corporate or the date such Service is used by Credit Union.

3. Appointment. Credit Union, both for itself and on behalf of its Authorized Third Parties, hereby engages Corporate to provide the Services specified in accordance with the provisions hereof. Except as expressly provided in this Agreement, the acceptance by Corporate of this engagement is subject to the

express condition and understanding that Corporate shall act solely as an independent contractor and not as either Credit Union's or an Authorized Third Party's agent or in any other representative capacity except with respect to any Service for which Corporate receives a Payment Order from an Authorized Third Party for Credit Union and, as agent for Credit Union, transmits such Payment Order either to Credit Union or to Corporate as a Receiving Bank. Neither Credit Union nor its Authorized Third Parties, or any of their representatives, shall make any representations to any other person or governmental authority to the contrary.

4. Time Schedule. Corporate shall, in good faith, and in a commercially reasonable manner attempt to comply with the time schedules set forth in the Manual, but shall not warrant or guarantee that the Services provided by Corporate hereunder shall be performed within such time schedules.

5. Records. Corporate will prepare and maintain such records relating to the Services hereunder, as set forth in the Manual, and retain such records for the period of time required by the Rules.

6. Operations Manual. Following execution of applicable Attachments to this Agreement, Corporate shall furnish Credit Union with an ACH Operations Manual setting forth the procedures by which the Services specified in such Attachment are to be provided. Credit Union expressly acknowledges that full compliance by it with said procedures is essential and material to Corporate's ability to provide Services to Credit Union in accordance with this Agreement. Corporate reserves the right to change such procedures from time to time as it deems reasonable or necessary to provide said Services in an efficient and timely manner, or to conform with changes in laws, regulations or other events beyond its control which affect the manner in which such Services can be provided except as may be necessary to comply with any law or regulation, written notice of any changes shall be given to Credit Union at least 30 days before any such changes become effective.

7. Security Procedures.

(a) Credit Union and Corporate shall comply with the Security Procedures with respect to Entries transmitted by Credit Union to Corporate. Credit Union shall require any third party authorized by Credit Union to transmit Entries to Corporate to comply with the Security Procedures. Credit Union acknowledges and agrees that Corporate shall reject any Entries which are sent to Corporate without complying with the Security Procedures. Credit Union acknowledges that the purpose of such Security Procedure is for verification of authenticity and not to detect an error in the transmission or content of an Entry. No Security Procedure for the detection of any such error has been agreed upon between Corporate and Credit Union.

(b) Credit Union is strictly responsible to establish and maintain the procedures to safeguard against unauthorized transmissions. Credit Union warrants that no individual will be allowed to initiate transfers in the absence of proper supervision and safeguards, and agrees to take reasonable steps to maintain the confidentiality of the Security Procedures and any passwords, codes, security devices and related instructions provided by Corporate in connection with the Security Procedures. If Credit Union believes or suspects that any such information or instructions have become known or been accessed by unauthorized persons, Credit Union agrees to notify Corporate immediately followed by written confirmation. The occurrence of unauthorized access

will not affect any transfers made in good faith by Corporate prior to receipt of such notification and within a reasonable time period to prevent unauthorized transfers.

(c) If an entry (or a request for cancellation or amendment of an Entry) received by Corporate purports to have been transmitted or authorized by Credit Union, it will be deemed effective as Credit Union's Entry (or request) and Credit Union shall be obligated to pay Corporate the amount of such Entry as provided herein even though the Entry (or request) was not authorized by Credit Union, provided Corporate accepted the Entry in good faith and acted in compliance with the Security Procedures with respect to such entry.

(d) If an Entry (or request for cancellation or amendment of an Entry) received by Corporate was transmitted or authorized by Credit Union, Credit Union shall be obligated to pay to Corporate the amount of the Entry as provided herein, whether or not Corporate complied with the Security Procedure with respect to that Entry and whether or not that Entry was erroneous in any respect or that error would have been detected if Corporate had complied with such procedure.

8. Services. Corporate shall make available the Services specified on each executed Attachment to this Agreement. Such services shall be provided in accordance with the Manual.

9. Corporate Responsibilities; Liability; Limitations on Liability; Indemnity.

(a) In the performance of the Services, Corporate shall be entitled to rely solely on the information, representations, and warranties provided by Credit Union pursuant to this Agreement, and shall not be responsible for the accuracy or completeness thereof. Corporate shall be responsible only for performing the Services expressly provided for in this Agreement. With respect to Services pertaining to Payment Orders as defined in the Funds Transfer Agreement, Corporate's liability to Credit Union with respect to such Payment Order shall be as specified in the Funds Transfer Agreement. With respect to Services, other than pertaining to Payment Orders, Corporate shall be liable only for its negligence or willful misconduct in performing those Services. Credit Union agrees to indemnify and hold Corporate harmless from and against any loss, liability or expense (including, without limitation, including any attorney's fees, court costs and expenses, including any attorney's fees, court costs and expenses incurred in appellate proceedings and post-judgment collection) resulting from or arising out of any claim of any person that Corporate is responsible for any act or omission of Credit Union or any other person described in this Section 9(a).

(b) Except as provided in, and subject to the limitations of, the Funds Transfer Agreement with respect to Payment Orders pertaining to a Service, Corporate shall be liable only for Credit Union's actual damages; in no event shall Corporate be liable for any consequential, special, punitive or indirect loss or damage which Credit Union may incur or suffer in connection with a Service, whether or not the likelihood of such damages was known or contemplated by Corporate and

regardless of the legal or equitable theory of liability which Credit Union may assert, including without limitation, loss or damage from subsequent wrongful dishonor resulting from Corporate's acts or omissions pursuant to this Agreement.

(c) Without limiting the generality of the foregoing provisions, Corporate shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption or transmission or communication facilities, equipment failure, war, emergency conditions or other circumstances beyond Corporate's control. In addition, unless Credit Union has provided for early funding availability from Corporate for such Entries, or the Entries do not settle through Corporate's Federal Reserve Bank account, Corporate shall be excused from failing to transmit or delay in transmitting an Entry if such transmittal would result in Corporate's having exceeded any limitation upon its intra-day net funds position established pursuant to present or future Federal Reserve guidelines or in Corporate's reasonable judgment otherwise violating any provision of any present or future risk control program of the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority.

(d) Subject to the foregoing limitations, Corporate's liability for loss of interest resulting from its error or delay shall be calculated by using a rate equal to the Corporate dividend rate on its Transaction Account for each day of the period involved.

10. Notification of Changes. If applicable to a Service, Corporate shall notify Credit Union of all notifications of changes received by Corporate relating to Entries transmitted by Credit Union by mail or otherwise no later than two (2) business days after receipt thereof.

11. Inconsistency of Name and Account Number. Credit Union acknowledges and agrees that, if an Entry describes the Receiver inconsistently by name and account number, payment of the Entry transmitted by Corporate to the Receiving Depository Financial Institution may be made by the Receiving Depository Financial Institution (or by Corporate in the case of an On-Us Entry) on the basis of the account number supplied by Credit Union, even if it identifies a person different from the named Receiver, and that Credit Union's obligation to pay the amount of the Entry to Corporate is not excused in such circumstances. Without limitation, Corporate shall be entitled to rely on the routing and transit number provided to Corporate by Credit Union, even though the routing and transit number does not correctly identify the financial institution named in the Entry.

12. Settlement.

(a) If a Service requires that Corporate clear Entries through its account at a Federal Reserve Bank or other institution, Credit Union shall pay Corporate the amount of each Entry transmitted by Corporate pursuant to this Agreement at such time on the date of transmittal by Corporate of such Entry as Corporate, in its discretion, may determine.

(b) Corporate may, without prior notice or demand, obtain payment of any amount due and payable to it under this Agreement by debiting Credit Union's Transaction Account at Corporate, unless another account is selected by Credit Union and agreed to by Corporate, (the "Account"), and shall credit the Account for any amount received by Corporate by reason of the return of an Entry transmitted by Corporate for which Corporate has previously received payment from Credit

Union. Such credit shall be made as of the day of such receipt by Corporate. Credit Union shall maintain a balance of available funds in the Account sufficient to cover its payment obligations under this Agreement. In the event there are not sufficient available funds in the Account to cover Credit Union's obligations under this Agreement Credit Union agrees that Corporate may (i) in its sole discretion advance funds to Credit Union to cover Credit Union's obligations under this Agreement and such advance shall be deemed to be made pursuant to the terms of the Loan Agreement; (ii) debit any account maintained by Credit Union with Corporate; or (iii) set off against any amount it owes to Credit Union, in order to obtain payment of Credit Union's obligations under this Agreement.

(c) Credit given by Corporate to Credit Union with respect to an ACH credit entry is provisional until Corporate receives final settlement for such entry through a Federal Reserve Bank. If Corporate does not receive such final settlement, Credit Union is hereby notified and Credit Union agrees that Corporate is entitled to a refund of the amount credited to Credit Union in connection with such entry. In the event Corporate does not receive final settlement, Credit Union agrees that Corporate may reverse the entry on its records and, adjust Credit Union's account accordingly. The party making payment to Credit Union via such entry (i.e., the originator of the entry) shall not be deemed to have paid Credit Union the amount of such entry.

13. Account Reconciliation. Entries transmitted by Corporate or credited to a Receiver's account maintained with Corporate will be reflected on Credit Union's periodic statement issued by Corporate with respect to the Account pursuant to the Agreement between Corporate and Credit Union. Credit Union agrees to notify Corporate promptly of any discrepancy between Credit Union's records and the information shown on any periodic statement. If Credit Union fails to notify Corporate of such discrepancy within two (2) Business Days of receipt of a periodic statement containing such information, Credit Union agrees that Corporate shall not be liable for any other losses resulting from Credit Union's failure to give such notice or any loss of interest or any interest equivalent with respect to an Entry shown on such periodic statement. If Credit Union fails to notify Corporate of any such discrepancy within thirty (30) days of receipt of such periodic statement, Credit Union shall be precluded from asserting such discrepancy against Corporate.

14. Credit Union Representations; Warranties; Indemnity.

(a) As to each Credit Entry submitted either by Credit Union, or by a third party at the request of Credit Union, Credit Union represents and warrants to Corporate as follows:

(1) each person shown as the Receiver on an Entry received by Corporate from Credit Union or its authorized third party has authorized the initiation of such Entry and the crediting of its account in the amount and on the Effective Entry Date shown on such Entry;

(2) such authorization is operative at the time of transmittal or crediting by Corporate as provided herein;

(3) Entries transmitted to Corporate by Credit Union or its authorized third party are

limited to those types of credit Entries set forth in the Manual;

- (4) the Entry is timely;
 - (5) the Entry is in conformity with the Rules;
 - (6) that, at the time the Entry is transmitted to the automated clearing house ("ACH") by Corporate, Credit Union does not have actual knowledge of the revocation or termination of the authorization by the Receiver;
 - (7) that the Receiver's authorization is neither inoperative nor ineffective by operation of law, nor has it been terminated by operation of law; and
 - (8) that Credit Union has provided all written disclosures required by the Rules and all applicable laws and regulations to all consumers on whose behalf Corporate performs any Service.
 - (9) Credit Union will comply with all provisions of the Rules applicable to the Services provided to Credit Union. Credit Union will cause any third party to whom Corporate provides a Service at the request or direction of Credit Union to comply with all provisions of the Rules applicable to the Services provided as requested by Credit Union.
 - (10) Credit Union acknowledges and agrees that all Entries originated as part of a Service shall comply with all applicable laws and regulations, including but not limited to, any economic sanctions administered by the U. S. Treasury Department's Office of Foreign Assets Control (OFAC) or the Bank Secrecy Act (BSA) and shall not act on behalf of, or transmit funds to or from, any party subject to such sanctions.
 - (11) Credit Union shall comply and shall cause any third party authorized by Credit Union to comply with the Manual with respect to using the Services provided hereunder.
- (b) As to each Debit Entry submitted either by Credit Union or by a third party at the request of Credit Union, Credit Union represents and warrants to Corporate as follows:
- (1) the Entry is for a sum due and owing to the Originator from a Customer or for a sum specified by a Customer to be paid to the Originator;
 - (2) the Entry is timely;
 - (3) the Entry is forwarded in accordance with an authorization executed by the Originator's Receiver and held by the Originator;

- (4) the Entry is in conformity with the Rules;
- (5) that, at the time the Entry is transmitted to the ACH by Corporate, Credit Union does not have actual knowledge of the revocation or termination of the authorization by the Receiver;
- (6) that the Receiver's authorization is neither inoperative nor ineffective by operation of law, nor has it been terminated by operation of law;
- (7) the Entry is of a type of debit Entry specified in the Manual;
- (8) the Originator has complied with the Rules pertaining to the Entry;
- (9) Credit Union shall be bound by and comply with the Rules as in effect from time to time, including, without limitation, the provision making payment of an Entry by the Receiving Depository Financial Institution of final settlement for such Entry. Credit Union specifically acknowledges that it has received notice of the Rule regarding provisional payment and of the fact that, if such settlement is not received, the Receiving Depository Financial Institution shall be entitled to a refund from the Receiver of the amount credited and Credit Union shall not be deemed to have paid the Receiver the amount of the Entry; and
- (10) Credit union agrees to indemnify and hold Corporate harmless from and against any loss, liability or expense (including, without limitation, all attorney's fees, court costs and expenses, including any attorney's fees, court costs and expenses incurred in appellate proceedings and post-judgment collection) resulting from or arising out of any breach of the foregoing representations, responsibilities and agreements as well as all other duties, representations, warranties and obligations of Credit Union under this Agreement. This subsection shall survive termination of this Agreement.
- (11) Credit Union will comply with all provisions of the Rules applicable to the Services provided to Credit Union. Credit Union will cause any third party to whom Corporate provides a Service at the request or direction of Credit Union to comply with all provisions of the Rules applicable to the Services provided as requested by Credit Union.
- (12) Credit Union acknowledges and agrees that all Entries originated as part of a Service shall comply with the Bank Secrecy Act and all applicable laws and regulations, including but not limited to, any economic sanctions administered by the U.S. Treasury Department's Office of Foreign Assets Control (OFAC) and shall not act on behalf of, or transmit funds to or from, any party subject to such sanctions.
- (13) Credit Union shall comply and shall cause any third party authorized by Credit

Union to comply with the Manual with respect to using the Services provided hereunder.

(c) Credit Union acknowledges and agrees that all Entries originated as part of a Service shall comply with all applicable laws and regulations, including but not limited to, any economic sanctions administered by the U.S. Treasury Department's Office of Foreign Assets Control (OFAC) and shall not act on Security Agreement behalf of, or transmit funds to or from, any party subject to such sanctions.

15. Security Interest. To secure any overdraft, as well as any other obligation due or to become due to Corporate under this Agreement, Credit Union grants to Corporate a security interest in all of the Credit Union's accounts and assets in the possession of, or held by Corporate. The security interest attaches when an overdraft or other obligation of the Credit Union becomes due and payable. Corporate may take any action authorized by law to recover any amount due and payable, including, but not limited to, the exercise of rights of set-off and any other rights it may have as a creditor under applicable law.

16. Notices, Instructions, Etc.

(a) Except as otherwise expressly provided herein, Corporate shall not be required to act upon any notice or instruction received from Credit Union or any other person, or to provide any notice or advice to Member or any other person with respect to any matter.

(b) The names and signatures of Authorized Individuals are set forth in Schedule A of the Funds Transfer Agreement and incorporated by reference. Credit Union may add or delete any Authorized Officers only by designation in Section 3 of the Funds Transfer Agreement. Authorized individuals may only be added or deleted by execution of the Funds Transfer Agreement - Schedule A. Schedule A must be signed by the Secretary of the Board of Directors or by any Authorized Officer designated in Section 3 of the Funds Transfer Agreement.

(c) Except as otherwise expressly provided herein or agreed to by the parties, any written notice or other written communication required or permitted to be given under this Agreement shall be delivered or sent by U.S. registered or certified mail, postage prepaid, or by express carrier and, if to Corporate addressed to:

Southeast Corporate Federal Credit Union
8400 Baymeadows Way, Suite 18
Jacksonville, FL 32256

and, if to Credit Union addressed to:

Lynn W. Sexton, CFO
Dade County Federal C.U.
1500 N.W. 107 Avenue, Miami, FL 33172

unless another address is substituted by notice delivered or sent as provided herein. Except as

otherwise expressly provided herein, any such notice shall be deemed given when received.

17. Modifications. Corporate may modify a Service, including the deletion or substitution of any Service at any time. Provided however, that no Service may be deleted without the prior consent of Credit Union except upon at least 90 days prior written notice to Credit Union. Any modification shall be reflected in changes to the Manual as provided to Credit Union. Except as provided above in this paragraph, no modification of this Agreement shall be binding on the parties unless it is in writing and executed by both Corporate and Credit Union.

18. Controlling Document. In the event of any inconsistency or conflict between the provisions of this Agreement or any Attachment and the Rules, this Agreement shall control, unless prohibited by law.

19. Fees. Fees for Services shall be as specified from time to time in the Southeast Corporate Fee Schedule. Reductions in fees may be made at any time. Increases in fees shall be effective, unless otherwise agreed by Credit Union, on 90 days written notice to Credit Union. Corporate is hereby authorized to debit Credit Union's Account to pay these fees.

20. Termination by Corporate. Corporate may terminate this Agreement as of the end of the calendar month by giving at least (180) days prior written notice to the Credit Union, provided that in the event Credit Union materially defaults in the performance of any of its obligations hereunder, including the payment of amounts due under this Agreement, and fails to either substantially cure such default within (30) days after receiving written notice specifying the default, then Corporate may, by giving Credit Union at least (30) days prior written notice thereof, terminate this Agreement as of the date specified in such notice. Termination of this agreement by the Corporate does not relieve the Credit Union from its of its obligation of payment of amounts due, including fees, arising subsequent to the effective termination date, for Services provided under this Agreement.

21. Termination by Credit Union. Credit Union may terminate this Agreement as of the end of the calendar month by giving at least (30) days prior written notice to the Corporate. Termination of this agreement by the Credit Union does not relieve the Credit Union from its of its obligation of payment of amounts due, including fees, arising subsequent to the effective termination date, for Services provided under this Agreement.

22. Confidentiality. The parties acknowledge that their officers, employees and agents will have access to certain confidential information (including, without limitation, any nonpublic personal information of any Member or customer of Corporate or Credit Union). Each party warrants that it, its officers, employees and agents shall not disclose any such confidential information of the other party except as required by applicable law and shall use such confidential information only in connection with the transactions contemplated by this Agreement. Each party warrants that it, its officers, employees and agents will not provide any confidential information to any third party without the other party's prior written consent except as required by applicable law. It is the express intent of the parties that these warranties of confidentiality be construed broadly and comprehensively. All warranties set forth in this Section shall survive termination of this Agreement for any reason.

23. Subpoenas. Credit Union authorizes Corporate to comply with all subpoenas, search warrants or similar legal process served on Corporate for any records of or pertaining to Credit Union or its Authorized Third Parties; provided however, that Corporate will notify Credit Union of the service of any such process except as prohibited by applicable laws and regulations.
24. Inspection by Parties. During the term of this Agreement, the parties shall permit, during normal business hours, duly authorized representatives of either to reasonably review the operations of the other including internal controls employed by each, reasonably related, but limited to, the performance of the Services provided hereunder.
25. Regulation. Corporate shall submit to examination by Federal or State Regulatory Authorities having jurisdiction over Credit Union to the extent that such examination is required or authorized expressly by law or regulation. Credit Union expressly authorizes Corporate to furnish such information, or submit to such review, respecting Services or transactions provided Credit Union hereunder, as shall be demanded or requested by such Regulatory Authorities and to make such modifications, changes or adjustments to its procedures or controls as said Regulatory Authorities shall reasonably demand or request.
26. Other Provisions.
- (a) This Agreement shall be governed and construed in accordance with the laws of the State of Florida. Any disputes regarding this Agreement shall be within the jurisdiction of the court in the county in which Corporate's principal place of doing business is located.
 - (b) In the event that any paragraph of this Agreement or portion thereof is held by a court to be invalid or unenforceable for any reason, the other paragraphs and portions of the Agreement shall not be invalid or unenforceable and will continue in full force and effect.
 - (c) Credit Union shall not assign this Agreement without the prior written consent of Corporate. This Agreement is binding upon the heirs, personal representatives, successors and permitted assigns of Credit Union and Corporate.
 - (d) This Agreement is an agreement only by and between Credit Union and Corporate and for their benefit and the benefit of their successors and assigns as permitted by this Agreement. No other person or party shall be a beneficiary hereof or have any rights hereunder, and no rights are conferred by this Agreement upon any other person or party, whether or not identified in this Agreement.
 - (e) The headings preceding the text of the sections and subsections of this Agreement are used solely for convenience of reference and shall not affect the meaning, construction or effect of this Agreement.
 - (f) All terms herein shall be deemed to include both the singular and plural where appropriate, and the use of any gender, whether masculine, feminine or neuter, shall include all genders, as and where appropriate.
 - (g) This Agreement shall be interpreted to create an independent contractor relationship

between Corporate and Credit Union. Neither party shall be considered an agent or employee of the other party for any purpose.

(h) If legal action is necessary to enforce this Agreement or collect any amounts owing under this Agreement, the prevailing party has the right, subject to applicable law, to payment by the other party of all attorney's fees and costs, including fees on any appeal and any post-judgment actions. The parties agree that such legal action may be filed and heard in the county and state in which Corporate's principal place of doing business is located, if allowed by applicable law.

(i) Waiver by either party of any breach or default by the other party of the terms of this Agreement shall not be deemed to nor shall the same constitute a waiver of any subsequent breach or default by the other party.

CREDIT UNION AND CORPORATE AGREE THAT THIS AGREEMENT AND THE ATTACHMENTS IS THE FINAL EXPRESSION OF THE AGREEMENT BETWEEN CREDIT UNION AND CORPORATE AND THIS AGREEMENT MAY NOT BE CONTRADICTED BY EVIDENCE OF ANY PRIOR ORAL AGREEMENT OR OF A CONTEMPORANEOUS ORAL AGREEMENT BETWEEN CREDIT UNION AND CORPORATE EXCEPT SUCH AGREEMENT, IF ANY, AS MAY BE SET FORTH IN THE FOLLOWING SPACE:

None.

The undersigned officers for and on behalf of Credit Union and Corporate hereby certify, represent, and warrant that they have been duly authorized to execute this Agreement for and on behalf of Credit Union and Corporate, respectively.

Accepted and Agreed:

<u>Dade County Federal Credit Union</u>	<u>Southeast Corporate Federal Credit Union</u>
Account Number <u>266080107</u>	<u>2400 Hammock Lane, Suite 100</u>
Address <u>1500 N.W. 107 Avenue</u>	<u>Jacksonville, FL 32256</u>
<u>Miami, FL 33172</u>	
By: <u>George Joseph</u>	By: <u>Karl E. Horn</u>
Name: <u>George Joseph</u>	Name: <u>Karl E. Horn</u>
Title: <u>President & CEO</u>	Title: <u>SA, Correspondent Services</u>
Date: <u>7/26/07</u>	Date: <u>7/26/2007</u>

Attachment A

Effective Date of Change (ACH Process Date): _____

(Must be received by the Federal Reserve Bank at least five business days prior to the requested effective date.)

Participating Financial Institution Dade County Federal C.U.		Nine Digit Routing Number (RTN) 266080107	
City Miami	State FL	Zip Code 33172	
Authorized Signatory Name and Title (Please Print) George Joseph, CEO	Signature <i>George Joseph</i>	Phone Number (786) 845-3105	

AUTHORIZED SENDING POINTS

This attachment should be used by institutions completing the FedACH Participation Agreement to authorize Sending Point(s) other than themselves. It should also be used when deleting a Sending Point authorization.

To be completed by the Participating Financial Institution:

 ADD DELETE

To be completed by each authorized Sending Point:

Sending Point agrees to Reserve Bank's Operating Circular No. 4, ACH Items.

SENDING POINT INFORMATION

Nine Digit Routing Number (RTN) 301082688	
Institution Name U.S. Central Credit Union	
City/State Lenexa, KS 66219	
Contact Name Dorris Kissee	
Phone Number (913) 227-6133	
Authorized Signatory Name (please print)	
Signature	Title
Effective Date	

BALANCE REPORTS

An End-of-Day (EOD) Balance Report will be automatically sent to the delivery node you indicate below.

EOD balance report delivery node*

Suppress EOD Balance Report:

*The node information may be obtained by simultaneously pressing <ALT><W> within the FedLine software.



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[Online Bill Pay Video](#)

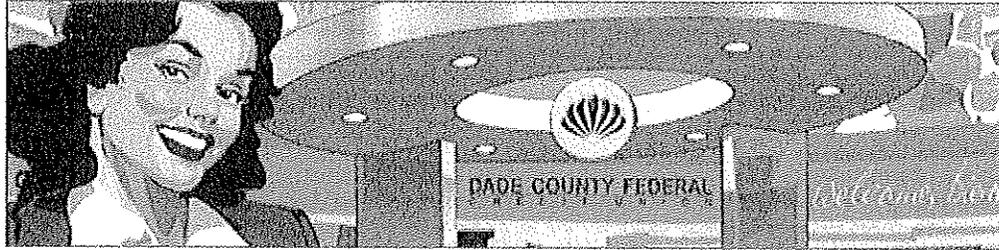
BRANCH & ATM LOCATIONS

E-STATEMENTS ARE NOW AVAILABLE

Have your statement delivered to your desktop. To find out more, [click here](#).

MoneyMaker Checking is here!

To learn more [click here](#).



BRANCH & ATM LOCATIONS

[BRANCH MAP](#)

[BRANCH HOURS & LOCATIONS](#)

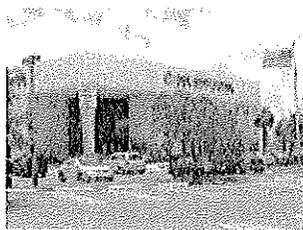
[ATM LOCATIONS](#)

BRANCH LOCATIONS

Main Office

[Get Directions](#)

1500 NW 107 Avenue
Miami, FL 33172



Lobby Hours

Monday - Thursday	8:30am - 4:30pm
Friday	8:00am - 5:00pm
Saturday	9:00am - 2:00pm

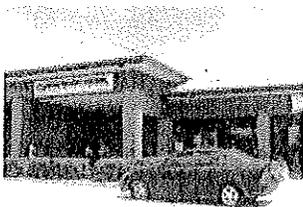
Drive Thru Hours

Monday - Friday	8:00am - 6:00pm
Saturday	9:00am - 2:00pm

North Dade

[Get Directions](#)

18502 NW 67th Avenue
Miami, FL 33015



Lobby Hours

Monday - Thursday	8:30am - 4:30pm
Friday	8:00am - 5:30pm
Saturday	9:00am - 1:00pm

Downtown

[Get Directions](#)

FOR INFO

Send us an e-mail

Or call us at
305-471-5088
Toll Free 1-800-471-5088

Monday-Fri
8:00am to 5:00pm
Saturday
9:00am to 1:00pm

AFTER HOURS

Lost/Stolen and Visa Debit

To report a lost debit/ATM card, call 800-754-4112

To report a lost credit card, call 1-800-449-7728

Blocked Visa and Visa Debit

To find out what to do if your card was blocked, call 800-338-8900

To find out what to do if your card was blocked, call 800-654-7722