

RESOLUTION NO. 01- 63

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AUTHORIZING THE MAYOR AND ACTING TOWN ATTORNEY TO NEGOTIATE A LEASE AGREEMENT FOR TEMPORARY OFFICE SPACE BETWEEN THE GRAHAM COMPANIES, INC. AS LANDLORD AND THE TOWN OF MIAMI LAKES AS TENANT; AUTHORIZING THE MAYOR TO EXECUTE THE LEASE AGREEMENT AND TAKE ANY ACTIONS NECESSARY TO COMPLY WITH THE TOWN'S OBLIGATIONS UNDER THE LEASE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is necessary for the Town to obtain office space to conduct municipal operations on a temporary basis, pending securing a long-term location for the Town's municipal offices; and

WHEREAS, the Town Council finds that suitable office space is available on a temporary basis at 6855 Main Street, Miami Lakes, Florida, 33014, Florida (the "Premises"); and

WHEREAS, the Graham Companies, Inc. (the "Landlord") desires to lease the Premises to the Town of Miami Lakes (the "Town") for municipal operations.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:

Section 1. That the Lease Agreement between the Town and the Graham Companies, Inc. in substantially the form attached hereto as Exhibit "A" is approved.

Section 2. The Acting Town Attorney and the Mayor are authorized to negotiate and finalize the terms and conditions of the Lease Agreement for the Premises. The Mayor is authorized to take those actions necessary to comply with the Town's obligations under the Lease Agreement.

Section 3. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 28th day of February, 2001.

Wayne Slaton
WAYNE SLATON, MAYOR

ATTEST:
Debra M. Guille
Acting Town Clerk

APPROVED AS TO LEGAL SUFFICIENCY:

MDO
Acting Town Attorney

m-Thomson / s-Collins

Council voted <u>7-0</u> as follows:	
Mayor Wayne Slaton	<u>YS</u>
Vice Mayor Roberto Alonso	<u>YS</u>
Councilmember Mary Collins	<u>YS</u>
Councilmember Robert Meador	<u>YS</u>
Councilmember Michael Pizzi	<u>YS</u>
Councilmember Nancy Simon	<u>YS</u>
Councilmember Peter Thomson	<u>YS</u>

L E A S E

THIS AGREEMENT is made as of the 28th day of February, 2001, between **THE GRAHAM COMPANIES**, a Florida Corporation, hereinafter called "Lessor", and **THE TOWN OF MIAMI LAKES**, hereinafter called "Lessee".

ARTICLE I

DEMISE, TERM

Section 1.0 - Demise; Term:

Lessor, in consideration of the agreement of Lessee herein contained, hereby leases and demises to Lessee an agreed **2,325 square feet** of rentable office space located at 6855 Main Street, Miami Lakes, Miami-Dade County, Florida, 33014, hereinafter called "the Premises", for a term (hereafter, the "Term") **beginning on March 1, 2001, continuing month-to-month**, reserving to Lessor the rental hereinafter set forth in this lease, (the "Lease"), to be upon all of the terms and conditions herein contained. **Lessee may terminate this Lease by providing Lessor with thirty (30) days prior written notice.**

ARTICLE II

LESSEE'S COVENANTS

Lessee hereby covenants with Lessor as follows:

Section 2.0 - Rental:

(a) Rental shall be paid in advance on or before the first day of each month, together with applicable tax thereon as follows:

<u>Period</u>	<u>Monthly Rent</u>	+	<u>Tax*</u>	=	<u>Total</u>
March 1, 2001 through February 28, 2002	\$3,100.00		\$0.00		\$3,100.00
March 1, 2002 through February 28, 2003	\$3,193.00		\$0.00		\$3,193.00
March 1, 2003 through February 29, 2004	\$3,288.79		\$0.00		\$3,288.79

***All sales, use, or similar taxes now or hereinafter imposed, whether federal, state, or local, which is currently 6.5%, if applicable for Lessee.**

(b) Lessee acknowledges that late payments or returned checks by Lessee to Lessor of rent will cause Lessor to incur costs not contemplated by this Lease, the exact amount of such costs being extremely difficult and impractical to fix. Such costs include, without limitation, processing and accounting charges and late charges or handling charges that may be imposed on Lessor for late payment of obligations paid out of the cash flow from Lessee. Therefore, if any installment of rent or other required payment due from Lessee is not received by Lessor when due or is paid by a check which is returned, Lessee shall pay to Lessor an additional sum of five percent

(5%) of the then current minimum monthly rent as a late or returned check charge. In the case of a late payment and a returned check, the amount charged will be for both the late payment and the returned check (i.e., a double charge equaling a total of 10%). The parties agree that this late payment and returned check charge represents a fair and reasonable estimate of the costs that Lessor will incur. Acceptance of a late charge or returned check charge shall not constitute a waiver of Lessee's default with respect to the overdue amount or prevent Lessor from exercising any of the other rights and remedies available to Lessor. All amounts owing by Lessee under this Lease shall be deemed to be rent or additional rent, and if payment of the same are past due, interest on the amounts owing shall be due at the rate of eighteen percent (18%) per annum. Lessee shall pay all sales, use or similar taxes now or hereinafter imposed, whether federal, state or local, which is currently 6.5%.

Section 2.1 – This section intentionally left blank.

Section 2.2 - Rent Payment:

Lessee shall pay the rent herein reserved, in advance and without demand, promptly upon the days the same becomes due and payable, to Lessor at 6843 Main Street, Miami Lakes, Florida, 33014, or at such address as may from time to time be designated by Lessor.

Section 2.3 - Use:

Lessee, its successors and assigns, shall use the Premises exclusively for the purpose of operating **the Town Hall of Miami Lakes**, and the parking lot for employee and customer parking in connection therewith, and for no other use without the prior written consent of Lessor. Outside storage, including without limitation, storage of trucks and other vehicles, is prohibited without Lessor's prior written consent.

Section 2.4 - Assignment, Subletting:

(a) Lessee shall not sublet the Premises or any part thereof or assign any interest in this Lease (whether by sale of assets, merger, consolidation or otherwise, or by sale or disposition of control or ownership) without first having obtained the written consent of Lessor. Lessor hereby consents to the assignment of this Lease to a wholly owned subsidiary or parent of the original Lessee with the exception that Lessee shall not have the right to sublease or assign all or any part of the Premises to organizations conducting their primary business in retail sales, food services, or health care, but no such assignment shall relieve the Assignor of any liability hereunder.

(b) Lessor shall have the right of first refusal to repossess the space to be subleased or assigned. In the case of such repossession by Lessor, this Lease shall terminate on that date of repossession and shall then be null and void and of no further force or effect, and neither Lessor nor Lessee shall have any further obligation or liability hereunder except as provided in Sections 4.16 and 4.22 of this Lease as the Lease applies to space vacated. This Lease shall remain in effect on any space not repossessed by Lessor.

(c) Should Lessor not exercise its right of first refusal to repossess the Premises, Lessee shall be free to sublet such space to any third party with the exception of the aforementioned, subject to the following conditions:

(1) In no event shall more than two tenants be allowed to occupy said Premises (Tenant and one subtenant or two subtenants).

(2) Any subtenancy shall be for not more than one day less than the remaining term of the original Lease.

(3) No sublease shall be valid and no sublessee shall take possession of the Premises subleased until an executed counterpart of such sublease has been delivered to Lessor.

(4) No sublessee shall have a right further to sublet; and

(5) Any sums or other economic consideration received directly or indirectly by Lessee or any other entity related to or affiliated with Lessee, as a result of such subletting (except rental or other payments received which are attributable to the amortization of the cost of leasehold improvements, other than building standard tenant improvements made to the sublet portion of the Premises by Lessor), whether denominated rentals under the sublease or otherwise, which exceed, in the aggregate, the total sums which Lessee is obligated (allocable to that portion of the Premises subject to such sublease) shall be payable to Lessor as additional rental under this Lease without effecting or reducing any other obligation of Lessee hereunder. In no event shall Lessee sublease the Premises and charge less rent per month than stipulated in this Lease.

(6) Notwithstanding anything contained in this Lease or any Addendum attached hereto, or otherwise, no sublessee shall have any rights as to building identification without the prior written consent of Lessor. No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by any sublessee on any part of the outside or inside of the Premises or building without the prior written consent of Lessor. In the event of the violation of the foregoing, Lessor may, at his sole option, treat such violation as an event of default hereunder. In addition, Lessor may remove such lettering without any liability and may charge the expense incurred by such removal to the Lessee and/or sublessee. The prior approval of all lettering must be obtained by sublessee from Lessor.

(7) Regardless of Lessor's consent, no subletting or assignment shall release Lessee from Lessee's obligations hereunder; nor shall it alter the primary liability of Lessee to pay the rental and to perform all other obligations to be performed by Lessee hereunder. The acceptance of rental by Lessor from any other person shall not be deemed to be a waiver by Lessor of any provision hereof. In the event of default by any assignee of Lessee or any successor of Lessee in the performance of any of the terms hereof, Lessor may proceed directly against Lessee without the necessity of exhausting remedies against such assignee or successor.

(8) Lessee shall be expressly prohibited from subleasing to any sublessee or from assigning to any party whose intended business use is other than that described in Section 2.3 herein unless otherwise approved by Lessor in writing.

Section 2.5 - Surrender:

(a) Upon the expiration of the Term of this Lease, Lessee will, without demand, quietly and peacefully deliver possession of the Premises (including any improvements that may be made by Lessee) to Lessor in as good condition as when received, ordinary wear and tear only excepted. Lessee agrees that, if Lessee does not surrender to Lessor said Premises at the end of the term of this Lease, or upon any cancellation of the Term of this Lease, then Lessee will pay to Lessor all damages Lessor may suffer on account of Lessee's failure to so surrender to Lessor possession of said Premises, and will indemnify Lessor on account of delay caused Lessor in delivering possession of said Premises to any succeeding tenant so far as such delay is occasioned by failure of Lessee to so surrender said Premises. Lessee will pay to Lessor all damages including, but not limited to, loss of profits.

(b) Any holding over after the expiration of the Term hereof, with the consent of Lessor, shall be construed to be a tenancy from month to month at a rental rate to be determined and provided for in the written consent document and shall otherwise be on the terms and conditions herein specified, so far as is applicable. The security deposit, if any, shall not be used

by Lessee, in whole or part, for the final month's rent. This consent shall be in writing; otherwise, Lessee shall be liable to Lessor as specified by law and herein.

Section 2.6 - Floor Loads:

Lessee will not overload the floors nor install any heavy business machines or any heavy equipment of any kind in excess of fifty pounds per square foot on the second or third floors. All heavy business machines or heavy equipment to be moved into the Premises will be done only with the prior written approval of Lessor, which consent will not be unreasonably withheld, but which may be conditioned upon moving by skilled licensed handlers and installation and maintenance at Lessee's expense of special reinforcing and settings adequate to absorb and prevent noise and vibration.

Section 2.7 - Alterations, Additions, Improvements:

Lessee shall commit or permit no waste or injury to the Premises, and Lessee shall not make any alterations, additions, or improvements, inside or outside, including, without limitation, any holes in or penetrations of the roof, without the prior written consent of Lessor. At least fifteen (15) days' notice in writing must be given Lessor before Lessee desires to make any such alterations, additions or improvements. All additions or improvements, except only office furniture and fixtures which shall be readily removable without injury to the Premises, shall be and remain a part of the Premises at the expiration of this lease.

Section 2.8 - Lessee's Compliance:

Lessee will not use or permit the Premises to be used for any illegal, immoral or improper purposes, and Lessee will execute and comply with, at Lessee's own cost and expense, all laws, rules, orders, ordinances and regulations now in force or at any time issued, applicable to the demised Premises or to Lessee's occupancy thereof, by the County, State and Federal governments and of each and every department, bureau and official thereof, and with any requirements of any fire underwriters' bureau. Lessee shall not advertise or permit any advertising which, in Lessor's opinion, tends to injure the reputation of the building or impair its desirability as an office building for the location of financial institutions, insurance companies, and other businesses of like nature; and upon written notice from Lessor, Lessee shall refrain from or discontinue any such advertising. Lessee's use and occupancy of the Premises must be carried out so as not to cause or permit any loud or unreasonable noises or unreasonable disturbances to emanate therefrom, and so as not to disturb, annoy or otherwise interfere with the use and enjoyment of other spaces and public spaces by tenants and visitors. Lessee shall not permit any refuse, debris or rubbish to be placed in the halls or public spaces in the building and shall not allow the same to collect or accumulate in the Premises.

Section 2.9 - Liability:

Lessee agrees to indemnify and save Lessor harmless from any and all liability for any damage to any person or property throughout the Term of this Lease and any extension or renewal thereof, occasioned by or resulting from the breakage, leakage or obstruction of the water, gas or sewer pipes or of the roof or rain ducts, or any fire sprinkler or other quenching system, or other leakage or overflow or otherwise, in or about the Premises, or from any carelessness, negligence or improper conduct on the part of Lessee or Lessee's employees, subtenants (if any), or agents, on, in, or about the Premises, or the hallways and public areas (if any) adjoining the same. Lessor shall not be liable for any damage, loss or injury to the person, property or effects of Lessee or any other person, suffered on, in or about the Premises by reason of any present, future, latent or other defects to the form, character or condition of Premises or any part or portion thereof, or by reason of water, rain, fire, storms or accidents, and the rent shall not be diminished or withheld by reason or on account of any such loss or damage.

Section 2.10 - Right to Entry:

Lessee shall permit Lessor and Lessor's representative and independent contractors at any time during usual business hours and without interfering with Lessee's business operations (unless an emergency exists, Lessee is in default or Lessor reasonably anticipates that a default is imminent, in which case time of entry is unrestricted), to enter the Premises for the purpose of inspections necessary for the safety, comfort or preservation of the Building of which the Premises are a part or for the removal of alterations or additions not in conformity with the Lease. Since certain pipes, conduits, ducts and utilities ("Conduits") pass through Lessee's space and are supported by the overhead structure, Lessor will have the right of access to these Conduits at any time which does not unreasonably interfere with Lessee's business operations. Lessor shall have the right to exhibit the property for sale, lease, appraisal or mortgage and to post and keep upon the Premises a "For Rent" sign at any time within ninety (90) days before the expiration of the Lease.

Section 2.11 - Attorneys' Fees:

Lessee shall pay all and singular costs, charges and expenses, including attorney's and legal assistant's fees (including those in connection with any appeal) reasonably incurred or paid at any time by Lessor, because of the failure on the part of Lessee to comply with and abide by each and every of the stipulations, agreements, covenants and conditions of this Lease.

Section 2.12 - Waiver:

The failure of Lessor to insist in any one or more instances upon the strict performance of any one or more of the covenants, terms and agreements of this Lease, shall not be construed as a waiver of such covenants, terms or agreements, but the same shall continue in full force and effect, and no waiver by Lessor of any of the provisions hereof shall in any event be deemed to have been made (by acceptance of rent or otherwise) unless the same be expressed in writing, signed by Lessor, and all remedies provided for by the terms of this Lease shall be cumulative.

Section 2.13 - Condition of Premises:

Lessee shall at all times keep the interior of the Premises in a clean, orderly and tenantable condition. Lessee shall not bring any furniture or fixtures into the Premises that contain termites and other wood destroying insects.

Section 2.14 - Liability Insurance:

Lessee shall maintain at its own expense throughout the Term of this Lease Commercial General Liability Insurance for personal injury and property damage to protect both Lessor and Lessee against damage, costs and attorneys' fees arising out of accidents of any kind occurring on or about the Premises. Said liability insurance shall be written by a company or companies acceptable to Lessor naming Lessor an additional insured and will have liability limits of not less than \$3,000,000.00 combined single limit for bodily injury and property damage. A certificate showing such insurance in force shall be delivered to Lessor prior to commencement of the Lease Term, and such certificate shall be maintained with Lessor throughout the Term of this Lease. The certificate shall require thirty (30) days written notice from the insurer to Lessor of any cancellation or reduction in coverage.

Section 2.15 - Statement by Lessee:

Upon demand of Lessor, or any prospective purchaser, mortgagee or Lessee of the Building of which the Premises are a part, Lessee agrees to execute a statement of the condition of this Lease, including the amount of monthly rental and the date to which the same has been paid, the amount of security held by Lessor, the expiration date of this Lease, and whether any breach hereof exists.

Section 2.16 - Security Interest:

Lessee hereby pledges, assigns and gives a security interest to Lessor in all the furniture, fixtures, goods and chattels of Lessee, which shall or may be brought or put on the Premises as security for the payment of the rent herein reserved, and Lessee agrees that the said lien may be enforced by distress, foreclosure, or otherwise, under the Florida Uniform Commercial Code at the election of the said Lessor.

Section 2.17 - Damage to Premises:

Lessee shall make good to Lessor immediately upon demand any damage to the plumbing, electrical wiring, lights, glass, doors, floors, carpets (if any) or any fixture, appliances or appurtenances of the Premises, or of the Building, caused by any act or neglect of Lessee, or of any person or persons in the employ or under the control of Lessee.

Section 2.18 - Waiver of Right of Redemption:

Lessee hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Lessee's being evicted or dispossessed for any cause, or in the event of Lessor's obtaining possession of the Premises, by reason of the violation by Lessee of any of the covenants or conditions of this Lease, or otherwise. Lessor expressly reserves the right to hold Lessee in strict default, and Lessee has no right to cure except as provided by statutory law.

Section 2.19 - Waste Disposal System:

At all times during the Term of this Lease and any renewals thereof, Lessee at its own cost and expense, shall comply with all requirements of the Miami Dade Water and Sewer Authority, or its successor, regulating the type and quality of waste that may be discharged into the sanitary sewers serving the Premises, including, without limitation, the installation of any alternative waste disposal or pretreatment system that may from time to time be designated by said authority. Lessee hereby agrees to indemnify and hold Lessor harmless from and against any and all claims, costs, liabilities, damages, fines, fees or other expenses whatsoever, (including reasonable attorneys' fees and appellate attorneys' fees and legal assistants' fees and court costs) arising from or growing out of Lessee's failure to comply with any such requirements. Any alternative waste disposal or pretreatment system shall immediately become and remain part of the real estate and property of Lessor. Lessor shall have the right from time to time to order such tests as it may determine to be necessary to detect and analyze the waste and effluent being discharged into the waste collection and pretreatment system for the Premises.

Section 2.20 - Maintenance and Repairs by Lessee:

(a) Lessee shall keep and maintain the Premises in good order, condition and repair, shall diligently provide all maintenance and promptly make all repairs or replacements becoming necessary during the term of this Lease including, but without limitation, maintenance, repairs or replacements of windows, doors, glass or plate glass (which shall be replaced with glass or plate glass of the same size and quality), light bulbs and tubes, electrical wires, plumbing and sewage lines and fixtures within the leased premises, and all heating, air conditioning and ventilating equipment and ducts and vents attached thereto, including any of such equipment which may, with Lessor's consent, be mounted on the roof of the Building, all interior walls and finish work, floors and floor covering, ceilings, interior downspouts, fire extinguishers and building appliances of every kind.

(b) In addition to maintaining the air conditioning system in good repair at Lessee's expense, Lessee shall at all times keep in effect a contract with a qualified air conditioning firm for a regular program of preventive maintenance at least equivalent to what would be provided by the contractor installing same under the contractor's certified maintenance plan. Lessee shall furnish Lessor with a copy of every such maintenance contract and every renewal, amendment or replacement of such contract promptly when the same is entered into. Lessee shall be entitled to the benefit of any warranty by the installer in favor of Lessor. Nothing herein is intended to relieve Lessee from and Lessee agrees to be responsible for the maintenance and repair or replacement of the heating, ventilating and air conditioning system.

(c) Lessee shall provide at its own expense custodial service, insect and pest control service, and all other services and supplies necessary to maintain the Premises.

(d) In the event Lessee fails in any way to maintain or repair the Premises as set forth herein, Lessor may at its option undertake such maintenance and repairs and charge Lessee for its expenses in connection therewith.

Section 2.21 - Utilities, Responsibilities of Lessee:

(a) Lessee shall pay for all utilities and utility charges applicable to the leased premises (but specifically excluding water and sanitary sewer charges), including but not limited to, electricity, oil or gas, telephone service, and all other utilities and services used in the Premises, together with any applicable taxes or surcharges thereon and any maintenance charges for utilities.

(b) If Lessee shall require water service in excess of that usually furnished or supplied for the use of the Premises as general retail space, Lessee shall first procure the written consent of Lessor, which Lessor may refuse, to the use thereof and Lessor may cause a water meter to be installed in the Premises, so as to measure the amount of water consumed for any such use. The cost of any such meter and of installation, maintenance and repair thereof shall be paid for by Lessor, and Lessee agrees to pay Lessor promptly upon demand therefor by Lessor for all such water consumed as shown by said meter, at the rates charged for such service by the local public utility furnishing the same, plus any additional expense incurred in keeping account of the water so consumed. If a separate meter is not installed, such excess cost for such water will be established by an estimate made by a utility company engineer.

(c) In no event shall Lessor be liable for the quality, quantity, failure or interruption of such service to the Premises.

(d) Lessor may, with notice to Lessee, or without notice in case of an emergency, cut off and discontinue gas, water, electricity and any or all other utilities whenever such discontinuance is necessary in order to make repairs or alterations. No such action by Lessor shall be construed as an eviction or disturbance of possession or as an election by Lessor to terminate

this Lease, nor shall Lessor be in any way responsible or liable for such action.

ARTICLE III

LESSOR'S COVENANTS

Lessor hereby covenants with Lessee as follows:

Section 3.0 – This Section intentionally left blank.

Section 3.1 - Maintenance and Repairs by Lessor:

(a) Lessor shall not be called upon and shall have no obligation to undertake the making of any repairs, improvements or alterations whatsoever to the Premises except that during the term of this Lease, Lessor shall use its reasonable efforts to maintain the exterior walls (but not glass, plate glass, or doors), in good repair, and to keep the roof of the Building water tight; provided that Lessor shall not be liable for or required to make any repairs, or perform any maintenance, to or upon the Premises which are required by, related to or which arise out of negligence, fault, misfeasance or malfeasance of and by Lessee, its employees, agents, invitees, licensees or customers, in which event Lessee shall be responsible therefor.

(b) Lessor's liability with respect to any defects, repairs or maintenance for which Lessor is responsible under any of the provisions of this Lease shall be limited to the cost of such repairs or maintenance or the curing of such defect.

(c) Lessee shall provide Lessor with at least fifteen (15) days written notice (except in the case of an emergency in which case notice must be reasonable under the circumstances) of needed repairs and Lessor shall have a reasonable time thereafter to cause work on said repairs to be commenced, and once commenced, said work shall be continued and completed with reasonable dispatch provided that Lessor shall not be liable for failure to complete such repairs by reason of Force Majeure.

ARTICLE IV

MUTUAL COVENANTS

It is mutually covenanted and agreed as follows:

Section 4.0 - Waiver of Subrogation:

Lessor and Lessee each waive any claim against the other for property damage to the extent that such claim is covered by valid and collectible fire and extended coverage insurance carried for the benefit of the party entitled to make such claim; on condition, further, that this waiver shall not apply if the policy of such insurance would be invalidated by the operation of said waiver.

Section 4.1 - Mechanics' Liens:

Lessee shall not permit or perform any act, nor is Lessee authorized to make any contract which may create or be the foundation for any lien or other encumbrance upon any interest of Lessor or any ground Lessor or underlying Lessor in any portion of the Building. If, because of any act or omission (or alleged act or omission) of Lessee, any mechanic's or other lien, charge or order for the payment of money or other encumbrance shall be filed against Lessor and/or any ground Lessor or underlying Lessor and/or any mortgagee and/or any portion of the Building (whether or not such lien, charge, order or encumbrance is valid or enforceable as such), Lessee shall, at its own cost and expense, cause the same to be discharged of record, bonded or transferred to other security as provided by Florida Statutes so as to free title to the premises of any alleged claim of lien within ten (10) days after notice to Lessee of the filing thereof. Lessee shall indemnify and save harmless Lessor, all ground Lessor(s) and underlying Lessor(s) and all mortgagees against and from all costs, liabilities, suits, penalties, claims and demands, including reasonable counsel fees and appellate counsel and legal assistant fees resulting therefrom. In the event Lessee fails to comply with the foregoing provisions of this section, Lessor shall have the option of discharging or bonding any such lien, charge, order or encumbrance, by payment or otherwise, and Lessee agrees to reimburse Lessor for all costs, expenses and other sums of money in connection therewith (as Additional Rent) with interest at the rate of eighteen percent (18%) per annum promptly upon demand. All laborers, mechanics, and materialmen may be put on notice of the provisions of this Section by the recordation, at Lessor's option, of a memorandum of this Lease in the Miami-Dade County public records, and Lessee shall execute and acknowledge such a memorandum if requested.

Section 4.2 - Notices:

Any notice required or permitted under this Lease shall be in writing and shall be deemed given if delivered to Lessor at the place designated for the payment of rent, if such notice is to Lessor, and if delivered to the Premises, if such notice is to Lessee.

Section 4.3 - Removal of Fixtures:

Lessee shall have the right to install office furniture, fixtures and equipment necessary or convenient to the use permitted under this Lease, all of which shall remain the property of Lessee and which may be removed by Lessee at the end of the Lease Term provided that Lessee is not then in default. However, if any damage results to the Leased Premises by reason of installation or removal of such office furniture, office fixtures and equipment, Lessee shall repair the same at its own expense prior to the expiration of the Lease Term and immediately upon quitting the Premises. In the event that Lessor consents as required under Section 2.7 to any alterations, additions and improvements to the Premises, then all such alterations, additions and improvements shall immediately become and remain part of the real estate and the property of Lessor, or else shall be removed by Lessee and the Premises restored, as Lessor may elect.

Section 4.4 - Force Majeure:

The term "force majeure" as used in this Lease shall include acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, wars, blockades, riots, acts of armed forces, epidemics, delays by carriers, inability to obtain materials, acts of public authorities and any other causes, whether or not enumerated in this Section, which causes are beyond the control of the party required to perform.

Section 4.5 - Hazard Insurance:

Lessor shall carry fire and extended coverage insurance on the Premises and the Building. Such insurance may be effected by a blanket policy or policies of insurance. Should Lessee engage in any activity which causes an increase in the fire and extended coverage cost to Lessor, Lessee will pay the cost of said increase to Lessor within thirty (30) days after demand in addition to the reimbursement to Lessor for Lessee's Share of the cost of insurance as provided in Section 4.22. Lessor reserves the right at any time and from time to time to change the insurance company, and such change will not relieve Lessee of any obligation under this Section. Lessee shall provide its own insurance against any damage to Lessee's fixtures, equipment or other personal property of Lessee or any other party, and against water damage, vandalism, malicious mischief, or any other cause. Lessor shall have no responsibility for such insurance. Notwithstanding anything herein to the contrary, Lessor shall have no liability of any nature for property damage to Lessee's or any other parties' personal property or fixtures arising from any cause whatsoever including, but not limited to, theft, vandalism, or casualty.

Section 4.6 - Charges for Service:

Any charges against Lessee by Lessor for services or for work done on the Premises by order of Lessee or otherwise accruing under this Lease shall be considered as rent due and shall be included in any lien for rent due and unpaid.

Section 4.7 - Delay of Possession:

(a) If Lessor is unable to give possession of the Premises on the date of the commencement of the aforesaid term by reason of the holding over of any prior tenant, or because Lessor is performing or is delayed in performing work to ready the Premises for Lessee's occupancy or for any other reason or combination of reasons which are not caused by Lessee, an abatement of the rent to be paid hereunder shall be allowed Lessee under such circumstances, but nothing herein shall operate to extend the Term of the Lease beyond the agreed expiration date, and said abatement in the rent shall be the full extent of Lessor's liability to Lessee for any loss or damage to Lessee on account of said delay in obtaining possession of the Premises. Lessor shall not be liable for any damages related to Loss of Profits.

(b) If the delay of possession is caused by acts of Lessee, then there shall be no delay of the commencement of the term or abatement of rent for the period which can reasonably be determined to be caused by Lessee's acts or failure to act.

(c) If Lessor is unable to give possession of the Premises to Lessee within one hundred twenty (120) days after the commencement of the term of this Lease, then Lessee shall have the right to cancel this Lease upon written notice thereof delivered to Lessor within ten (10) days after the lapse of said one hundred twenty (120) day period, and upon such cancellation, Lessor and Lessee shall each be released and discharged from all liability under this Lease. Failure by Lessee to take possession of the Premises on the date of commencement of the aforesaid term, or as soon thereafter as possession is offered by Lessor, shall constitute a default by Lessee entitling Lessor to all of the remedies provided in case of default.

Section 4.8 - Casualty Loss:

If the Premises (or a portion thereof) are rendered untenable by reason of fire or other casualty loss, the rent or a just proportion thereof shall abate while untenable. Lessor, in such case, shall have the option either to continue this Lease in effect, in which event Lessor shall cause the Premises to be repaired (except as to any improvements made by Lessee) within six (6) months after the date of the loss (subject to the delay caused by any force majeure affecting the work), or to cancel this Lease as of the date of the loss. Lessor shall notify Lessee after a loss as to which option Lessor elects. Should Lessor elect to repair the Premises, Lessee shall repair and/or restore any damaged improvements made by Lessee to the Premises.

Section 4.9 - Condemnation:

In the event that the Premises or any part thereof are taken for any public or quasi-public use by condemnation or by right of eminent domain, or purchase in avoidance or settlement of a condemnation or eminent domain proceeding, Lessor and Lessee agree as follows:

(a) If all of the Premises or such a part of the Premises are taken so as to render the Premises unsuitable for the business of Lessee, then this Lease shall be cancelled, and rent shall abate as of the date of taking.

(b) In the event of a partial taking which does not render the Premises unsuitable for the business of Lessee, a fair and just proportion of the rent shall abate as of the date of taking, and Lessor shall have the option either to continue this Lease (in which event Lessor shall proceed to repair the damage to the Premises caused by such partial taking), or to cancel this Lease as of the date of taking, with rent abating as of that date. Lessor shall notify Lessee after a taking as to which option Lessor elects. Lessor shall not be liable to Lessee in the event any force majeure delays completion of repairs.

(c) Lessor and Lessee shall each be entitled to receive such sums as may be awarded by the court, or if the award is not apportioned by the court, each shall be entitled to receive such sum as negotiated by it with the condemner.

Section 4.10 - Default:

If any one or more of the following events (herein sometimes called "events of default") shall happen:

(a) if default shall occur in the payment of any rents herein reserved upon the date the same become due and payable and such default continues for a period of three (3) days after written notice thereof from Lessor to Lessee; or

(b) if default shall be made by Lessee in the performance of or compliance with any of the covenants, agreements, terms or conditions contained in this Lease other than those referred to in the foregoing subsection (a) and such default shall continue for a period of seven (7) days after written notice thereof from Lessor to Lessee.

(c) If Lessee shall: (i) generally not pay its debts as they come due, (ii) admit in writing its inability to pay its debts, (iii) make a general assignment for the benefit of creditors, (iv) commence any case, proceeding or other action, seeking any reorganization, arrangement, composition, adjustment, liquidation, wage earner's plan, dissolution or similar relief under the present or any future law relating to bankruptcy, insolvency, reorganization, or relief of debtors, (v) seek or consent to or acquiesce in the appointment of any trustee, receiver, custodian, or other similar official for Lessee or for all or any substantial part of Lessee's assets or of the demised property, or (vi) take any corporate action to authorize any of the actions set for the clauses (i)

through (v); or

(d) if any case, proceeding or other action against Lessee shall be commenced seeking to have an order for relief entered against it as debtor, or seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts under any law relating to bankruptcy, insolvency, reorganization, or relief of debtors, or seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or any substantial part of its property, and such case, proceeding or other action (i) results in the entry of an order for relief against it which is not fully stayed within thirty (30) days after the entry thereof or (ii) remains undismissed for a period of ninety (90) days; or

(e) if Lessee's interest in the Premises shall be seized under any levy, execution, attachment or other process of court and the same shall not be promptly vacated or stayed on appeal or otherwise, or if Lessee's interest in the Premises is sold by judicial sale and the sale is not promptly vacated or stayed on appeal or otherwise;

then in any such event, Lessor may at any time thereafter terminate this Lease and retake possession, or pursue any other remedy afforded by law, provided that such default and all other defaults at the time existing have not been fully cured, and all reasonable expenses and costs incurred by Lessor, including reasonable attorneys' fees, in connection with enforcing this Lease, shall not have been fully paid. Any such termination shall apply to any extension or renewal of the Term herein demised, and to any right or option on the part of Lessee that may be contained in this Lease or any agreement. In the event of a default as defined herein or abandonment of the Premises by the Lessee, in addition to all other remedies, Lessor shall have the option to declare immediately due and payable the entire base rent and additional rent, if any, which would otherwise have been due and payable for any month during which rent was abated and such shall then become immediately due and payable, including all applicable sales tax. Nothing herein contained shall be construed as precluding Lessor from having such remedy as may be and become necessary in order to preserve Lessor's right or the interest of Lessor, in the Premises and in this Lease, even before the expiration of the grace or notice periods provided for in this Lease, if under particular circumstances then existing the allowance of such grace or the giving of such notice will prejudice or will endanger the rights and estate of Lessor in this Lease and in the Premises.

Section 4.11 - Signs:

Lessee may provide signs, advertising matter or lettering on glass only in strict accordance with the Main Street Shopping Center signage criteria available in Lessor's office. Lessee agrees not to place or suffer to be placed or to maintain on the exterior of the Premises any sign, awning, decoration, improvement or advertising matter on the glass of any window or door of the Premises without first obtaining Lessor's written approval thereof; and Lessee further agrees to maintain such sign, lettering, advertising matter or other thing as may be approved in good condition and repair at all times. Lessee agrees not to erect or place any signs, sales racks or apparatus or displays of any nature in the entrance way to the Demised Premises without, in each instance, obtaining prior written consent of Lessor.

Section 4.12 - Brokerage:

Lessee represents and warrants that neither Lessee nor any of Lessee's representatives, employees or agents has dealt or consulted with any real estate broker in connection with this Lease. Without limiting the effect of the foregoing, Lessee hereby agrees to indemnify and hold Lessor harmless against any claim or demand made by any other real estate broker or agent claiming to have dealt or consulted with Lessee or any of Lessee's representatives, employees or agents contrary to the foregoing representation and warranty.

Section 4.13 - Entire Agreement:

This Lease contains the entire agreement between Lessor and Lessee with respect to the Premises and extinguishes all prior negotiations with respect thereto. No modification hereof shall be valid unless it is in writing and signed by both Lessor and Lessee.

Section 4.14 - Effect and Construction:

The provisions of this Lease shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns. The underlined Section headings are inserted for convenience of reference only and shall not be deemed to limit or expand upon any of the provisions of this Lease.

Section 4.15 - Subordination to Mortgage:

This Lease shall automatically be subordinate to any first mortgage on the fee simple title given by Lessor and to any renewal, extension or replacement of said first mortgage lien. Lessee covenants to execute any agreement requested by the mortgagee to evidence the agreements of this Section.

Section 4.16 - This section intentionally left blank.

Section 4.17 - Rent Adjustment:

See Section 2.0(b)

Section 4.18 - Special Provisions on Bankruptcy:

(a) If Lessee assumes this Lease and proposes to assign the same pursuant to the provisions of the Bankruptcy Code, 11 U.S.C. 101 et seq. (the "Bankruptcy Code"), to any person or entity who shall have made a bona fide offer to accept an assignment of this Lease on terms acceptable to Lessee, then notice of such proposed assignment, setting forth (i) the name and address of such person, (ii) all of the terms and conditions of such offer, and (iii) the adequate assurance to be provided Lessor to assure such person's future performance under the Lease, including, without limitation, the assurance referred to in Section 365 (b) (3) of the Bankruptcy Code, shall be given to Lessor by Lessee no later than twenty (20) days after receipt by Lessee, but in any event no later than ten (10) days prior to the date that Lessee shall make application to a court of competent jurisdiction for authority and approval to enter into such assignment and assumption, and Lessor shall thereupon have the prior right and option, to be exercised by notice to Lessee given at any time prior to the effective date of such proposed assignment, to accept an assignment of this Lease upon the same terms and conditions and for the same consideration, if any, as the bona fide offer made by such person, less any brokerage commissions which may be payable out of the consideration to be paid by such person the assignment of this Lease.

(b) Any person or entity to which this Lease is assigned pursuant to the provisions of the Bankruptcy Code, 11 U.S.C. 101 et seq., shall be deemed without further act or deed to have assumed all of the obligations arising under this Lease on and after the date of such assignment. Any such assignee shall upon demand execute and deliver to Lessor an instrument confirming such assumption.

(c) Notwithstanding anything in this Lease to the contrary, all amounts payable by Lessee to or on behalf of Lessor under this Lease, whether or not expressly denominated as rent, shall constitute rent for the purposes of Section 502(b)(7) of the Bankruptcy Code, 11 U.S.C. 502(b)(7).

Section 4.19 - Name "Miami Lakes":

Lessee acknowledges that the name "Miami Lakes" is the property of Lessor, and Lessee agrees not to use such name in the business name, trade name or corporate name of Lessee at any time during the term of this Lease except with the written consent of Lessor.

Section 4.20 - Rules and Regulations:

Lessor reserves the right to make such reasonable rules and regulations (Exhibit "A") applicable to all lessees within the Building of which the Premises are a part as in Lessor's judgment may from time to time be needful for the safety, protection, care and cleanliness of the Premises, and for the comfort and in the best interests of all of the lessees in the Building, and such rules and regulations so made shall be binding upon Lessee and Lessee's employees. Lessee and Lessee's employees will at all times observe, perform, and abide by said rules and regulations.

Section 4.21 - Additions by Lessor:

It is agreed that Lessor shall have the right and privilege to construct additions to the Building of which the Premises are a part, and to make such alterations and repairs to portions of the Building not under Lease to Lessee as Lessor may deem wise and advisable without any liability to Lessee for doing so.

Section 4.22 - This section intentionally left blank.

Section 4.23 - Severability:

If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each other term, covenant and condition of this Lease shall be valid, and be enforced, to the fullest extent permitted by law.

Section 4.24 - Right to Relocate Lessee:

Lessor expressly reserves the right, at Lessor's sole cost and expense, to remove Lessee from the Premises and to relocate Lessee in some other space of Lessor's choosing of approximately the same dimensions and size, which other space shall be decorated by Lessor at Lessor's expense. Lessor shall have the right, in Lessor's sole discretion, to use such decorations and materials from the existing Premises, or other materials, so that the space in which Lessee is relocated shall be comparable in its interior design and decoration to the Premises from which Lessee is removed; provided, however, that if Lessor exercises its election to remove and relocate Lessee to other space, which is at that time leasing for a higher rental rate, then Lessee shall not be required to pay the difference between the rental rate of the Premises and the higher rental rate of the space in which Lessee is relocated; provided further, that if Lessee is removed and relocated in other space which is then leasing at a lower rental rate than the Premises, then the rental rate shall be reduced to the rental rate then being charged for the space in which Lessee has been relocated. Nothing herein contained shall be construed to relieve Lessee or imply that Lessee is relieved of the liability for an obligation to pay any additional rent due by reason of the provisions contained in this Lease, the provisions of which shall be applied to the space to or from which Lessee is relocated. Lessee agrees that Lessor's exercise of its election to remove and relocate Lessee shall not terminate this Lease or release Lessee, in whole or in part, from Lessee's obligation to pay the rents and perform the covenants and agreements hereunder for the full term of this Lease.

Section 4.25 - Early Occupancy:

If Lessee, with Lessor's consent, occupies the Premises before the beginning of the Lease Term, as provided in Section 1.0, all provisions of this Lease shall be in full force and effect commencing upon such occupancy, and rent for such period shall be paid by Lessee at the same rate herein specified. Such early occupancy shall not alter the Lease Term.

Section 4.26 - Time:

Time is of the essence in all the terms, provisions, covenants and conditions of this Lease.

Section 4.27 - Control of Common Areas and Garage
Facilities by Lessor:

Lessor shall make available to Lessee uncovered surface parking spaces on a nonexclusive basis for the use of Lessee, its agents, employees, contractors, guests, and invitees at a rate of four (4) spaces per one thousand (1,000) square feet of leased space.

All automobile parking areas, driveways, entrances and exits thereto, and other facilities furnished by Lessor including pedestrian walkways and ramps, landscaped areas, stairways, corridors, common areas and other areas and improvements provided by Lessor for the general use, in common, of tenants, their officers, agents, employees, servants, invitees, licensees, visitors, patrons and customers, shall be at all times subject to the exclusive control and management of Lessor, and Lessor shall have the right from time to time to establish, modify and enforce reasonable rules and regulations with respect to all facilities and areas and improvements and to police same; from time to time to change the area, level and location and arrangement of parking areas and other facilities herein referred to; to reserve the right to charge parking fees to persons using the parking areas (Lessor shall have the right, however, to grant parking concessions to occupants and to make agreements with Tenants for validated parking), to restrict parking to tenants, their officers, agents, invitees, employees, servants, licensees, visitors, patrons and customers; to close all or any portion of said areas or entrances and exits by means which are considered by Lessor's counsel to be legally sufficient to prevent a dedication thereof or the accrual of any rights to any person or the public therein; to close temporarily all or any portion of the public areas; and to do and perform such other acts in and to said areas and improvements as, in the sole judgement of Lessor, Lessor shall determine to be advisable with a view to the improvement of the convenience and use thereof by tenants, their officers, agents, employees, servants, invitees, visitors, patrons, licensees and customers. Lessor will operate and maintain the common areas and other facilities referred to in such reasonable manner as Lessor shall determine from time to time. Without limiting the scope of such discretion, Lessor shall have the full right and authority to designate a manager of the parking facilities and/or common areas and other facilities who shall have full authority to make and enforce rules and regulations regarding the use of the same or to employ all personnel and to make and enforce all rules and regulations pertaining to and necessary for the proper operation and maintenance of the parking areas and/or common areas and other facilities. Reference in this Section to parking areas and/or facilities shall in no way be construed as giving Lessee hereunder any right and/or privileges in connection with such parking areas and/or facilities unless such rights and/or privileges are expressly set forth in this Lease.

Section 4.28 - Lessee's Building Improvements:

Lessor, at its sole cost and expense, shall clean the carpet and provide any touching up of the painted walls which may be necessary. Any other work done to prepare the Premises for occupancy will be the responsibility of Lessee, and must first be approved in writing by Lessor.

Lessee, at Lessee's sole cost and expense, shall be responsible for the selection of a licensed and insured contractor to install cable and wiring for voice and data systems. Said contractor is currently required by Miami-Dade County to obtain a permit for such installation and work. All voice and data work is required to be completed, inspected and approved by Miami-Dade County prior to the final inspections for the Lessee Improvement work and issuance of a Certificate of Occupancy. Delays in the issuance of a Certificate of Occupancy caused by delays in installation of cable and wiring by Lessee's vendors shall be considered a Lessee delay and shall not delay the commencement of the Lease.

Section 4.29 - Singular / Plural:

As used in this indenture of lease and when required by the context, each number (singular or plural) shall include all numbers, and each gender shall include all genders; and unless the context otherwise requires, the word "person" shall include "corporation, firm or association".

Section 4.30 - Security Systems:

(a) Lessor, at its sole discretion, determination and option, may enter into a contract or otherwise provide or make arrangement for the providing of a security service system which may include security guards and/or electronic devices. In the event that Lessor elects to obtain such a security system or systems, then Lessee shall pay its proportionate share of the expense. Lessee's proportionate share of the expense shall be determined by taking the total square footage of Lessee's premises as a numerator and dividing that by the total square footage of the buildings served by that security system, as the denominator, and then multiplying that by the annual cost of the service or system. Lessee shall pay its proportionate share on a monthly basis together with its rental payment.

(b) Lessor is not an insurer and shall in no way be responsible for the performance of the obligations of the security guards, and Lessee hereby releases Lessor from any claims of any nature whatsoever in connection with the furnishing of security guard services and for any losses arising out of the negligent performance or non-performance of said guard services. Insurance, if any, for any type of loss shall be obtained by Lessee. Lessee further acknowledges that should said services be provided on a negligent basis, that its sole and exclusive remedy shall be to seek recovery against the security service company.

Section 4.31 - "Festival of Lights":

Decorative, Holiday-type exterior building lighting ("Festival of Lights") as specified by Lessor at Lessor's sole discretion, shall be provided, installed, maintained and operated by Lessor at Lessee's sole cost and expense.

Section 4.32 - Covenants, Representations and Warranties Concerning Environmental Laws Compliance and Hazardous Waste Compliance:

Lessee hereby covenants with Lessor and represents and warrants to Lessor as follows:

a) Lessee will strictly comply, at its sole cost and expense, with any and all applicable federal, state and local environmental laws, rules, regulations, permits and orders affecting the Premises and the business operations conducted on the Premises, whether now in effect or as may be promulgated hereafter, and as may be amended from time to time (hereinafter referred to as "Environmental Laws"), and Lessee will obtain and strictly comply with, at its sole cost and expense, all federal, state and local permits and other governmental approvals in connection with Lessee's use and occupancy of the Premises. Lessee acknowledges that Lessor makes no representations,

express or implied, concerning the availability or likelihood of obtaining any required permits or approvals for Lessee to conduct its business operation on the Premises.

b) Without limiting the generality of Paragraph (a) of this Section, Lessee, as its sole cost and expense, will strictly comply with any and all applicable Environmental Laws relating to the generation, recycling, re-use, sale, storage, handling, transport, disposal and presence of any "Hazardous Materials" (as hereinafter defined) on the Premises. As used in this Section, the term "Hazardous Materials(s)" shall mean any substances defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials", "toxic substances", "contaminants", or other pollution under any applicable Environmental Laws. Notwithstanding anything to the contrary contained herein, Lessor's consent to any action by Lessee shall not operate to relieve Lessee of the obligation to comply with all of the provisions of this Section. Lessee will not permit or allow, and will take all actions necessary to avoid, the occurrence of any spills, releases or discharges of Hazardous Materials on or off the Premises as a result of any construction on or use of the Premises. Lessee shall promptly advise Lessor in writing immediately upon becoming aware of (i) the existence of any spills, releases or discharges of Hazardous Materials that occur on or onto the Premises, or off the Premises as the result of any construction on or use of the Premises, and of any existing or threatened violation of this Section; (ii) any and all enforcement, cleanup, removal or other governmental or regulatory actions instituted, completed or threatened by any governmental authority with respect to the Property from time to time under any applicable Environmental Laws; (iii) any and all claims made or threatened by any nongovernmental party against Lessee or the Property relating to damage, contribution cost, recovery, compensation, loss or injury resulting from any Hazardous Materials or any violation of applicable Environmental Laws; and (iv) Lessee's discovery of any occurrence or condition and any real property adjoining or in the immediate vicinity of the Property that could cause the Property or any part thereof to be subject to any restrictions on the ownership, occupancy, transferability or use of the Property under any Environmental Laws. Lessee acknowledges that it has inspected the Premises and has undertaken all appropriate inquiry into the present and past uses of the Premises consistent with good commercial practice to minimize potential liability for violations of any and all Environmental Laws.

c) Without Lessor's prior written consent, Lessee shall not enter into any settlement, consent or compromise with respect to any "Environmental Claim(s)", as hereinafter defined, provided, however, that Lessor's prior consent shall not be necessary for Lessee to take any remedial action if ordered by a court of competent jurisdiction or if the presence of Hazardous Materials at the Property poses an immediate, significant threat to the health, safety or welfare of any individual who otherwise requires an immediate remedial response. As used in this Section, "Environmental Claim(s)", shall mean any claim(s) or cause(s) of action resulting from the failure of Lessee or the Premises to comply with any Environmental Law relating to Hazardous Materials, industrial hygiene or environmental conditions. In any event, Lessee shall promptly notify Lessor of any action so taken.

d) Without limiting the generality of Paragraph (a) of this Section at all times during the term of this Lease and any renewals or extensions hereof, Lessee, at its sole costs and expense, shall comply with any and all applicable laws, regulations, ordinances, permits and orders regulating the type and quantity of waste that may be discharged into the sanitary sewer system serving the Premises, including, but not limited to, all rules, regulations, permits, and orders of the Miami Dade Water and Sewer Authority, or its successor.

e) Lessee agrees that Lessor and Lessor's agents and independent contractors may enter and inspect the Premises at any time, and from time to time, to verify that Lessee's operations on the Premises do not violate any of the provisions of this Section and that they comply with any and all applicable Environmental Laws. Lessor may obtain, from time to time, reports from Licensed professional engineers or other environmental scientists with experience in environmental investigations and may require Lessee to permit such licensed professional engineers or other environmental scientists to conduct complete and thorough on-site inspections of the Premises,

including without limitation, sampling and analysis of the soil, surface water, groundwater and air, to determine whether Lessee is in compliance with the provisions of this Section and all Environmental Laws. Lessee and its agents shall cooperate with Lessor and its agents in connection with the conduct of such investigations. In the event such investigations disclose that Lessee is in default under this Section, Lessee shall, immediately, upon demand, reimburse Lessor for all costs and expenses of investigations; moreover, Lessor may, at its option, undertake such steps as it deems necessary to cure such default and to bring the Premises into compliance with the terms of this Section, and Lessee shall, immediately upon demand, reimburse Lessor for all costs and expenses incurred in curing such default and bringing the Premises into compliance with the terms of this Section.

f) Lessee shall indemnify and hold Lessor harmless from and against any and all claims, demands, damages, losses, liens, liabilities, penalties, fines, lawsuits and other proceedings, costs, and expenses (including without limitation reasonable attorney's fees and costs at trial and all appellate levels), arising directly or indirectly from or in any way connected with: (i) the presence, or use, generation, treatment, sale or storage on, under or about the Premises of any Hazardous Substance on the Premises, whether or not expressly approved by Lessor in writing or otherwise; (ii) any violation or alleged violation of any Environmental Law, including but not limited to violations of the Federal Comprehensive Environmental Response Compensation and Liability Act of 1980 and regulations promulgated thereunder, as the same may be amended from time to time; (iii) the costs of any necessary inspection, audit, cleanup or detoxification of the Premises under any Environmental Laws, and the preparation and implementation of any closure, remedial or other required plans, consent orders, license application or the like; or (iv) any default by Lessee under this Section. All sums paid and costs incurred by Lessor with respect to any Environmental Claim or any other matter indemnified against hereunder shall be due and payable by Lessee immediately upon demand. If after demand Lessee fails to pay any sums due pursuant to this indemnification, such sums shall bear interest at the highest rate then permitted by applicable law, from the date so paid or incurred by Lessor until Lessor is reimbursed by Lessee. The indemnification contained herein shall survive the termination of the leasehold estate created hereby and any assignment by Lessor of its rights under this lease.

g) Any breach of covenants, representations or warranties contained in this Section, included but not limited to the occurrence of any environmental claim, violation of Environmental Laws, or spills, release or discharges of Hazardous Materials on or about the Premises shall constitute a default under this Lease, and shall entitle Lessor to immediately terminate this Lease. No waiver of any breach of any provision of this Section shall constitute a waiver of any preceding or succeeding breach of the same, or any other provisions hereof.

Section 4.33 - Liability Limitation:

Notwithstanding anything to the contrary contained in this Lease, in the event of any default or breach by Lessor (which shall include any mortgagee of Lessor that has succeeded to the interest of the Lessor hereunder), Lessee shall look solely to the interest of Lessor (or any successor to Lessor) in the Premises and Building for the collection of any judgment (or any other judicial procedures requiring the payment of money by Lessor) and no other property or assets of Lessor shall be subject to levy, execution or other procedures for satisfaction of Lessee's remedies.

Section 4.34 - RADON GAS DISCLOSURE STATEMENT:

RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL AND STATE GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN FLORIDA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY PUBLIC HEALTH UNIT.

EXECUTED as of the date first above written in several counterparts, any one of which shall be deemed an original, but all constituting only one instrument.

LESSOR

Signed in the presence of:

THE GRAHAM COMPANIES, a Florida Corporation

By: _____
Carol G. Wyllie

Title: Executive Vice-President

Attest: _____
Assistant Secretary

(As to Lessor)

(LESSOR'S CORPORATE SEAL)

LESSEE

THE TOWN OF MIAMI LAKES

By: _____

Title: _____

Attest: _____

(As to Lessee)

Title: _____

(LESSEE'S CORPORATE SEAL)

Exhibit "A"

Rules and Regulations

1. Sidewalks, doorways, vestibules, halls, stairways and similar areas shall not be obstructed by Lessee or used for any purpose other than ingress and egress to and from the Premises and for going from one to another part of the building.
2. Plumbing fixtures and appliances shall be used only for purposes for which constructed, and no sweepings, rubbish, rags or other unsuitable material shall be thrown or placed therein. Damage resulting to any such fixtures or appliances from misuse by Lessee shall be paid by Lessee, and Lessor shall not in any case be responsible therefore.
3. No signs or signs will be allowed in any form on the exterior of the Building or on any window or windows inside or outside of the Building and no sign or signs, except in uniform location and uniform style fixed by Lessor, will be permitted in the public corridors or on corridor doors or entrance to Lessee's space. All signs will be contracted for by Lessor for Lessee at the rate fixed by Lessor from time to time, and Lessee will be billed and pay for such service accordingly. Written consent from Lessor is an absolute prerequisite for any such sign or signs any Lessee may be so permitted to use.
4. Lessor shall provide a central directory(s) on the main or ground floor of the building for the listing of the names of the tenants within the building. The spaces provided on the directory board shall be at no cost to the Lessee. However, the number of spaces requested by Lessee shall not be unreasonable and Lessor reserves the right to promulgate such Rules and Regulations with respect to the allocation of such spaces.
5. Lessee shall not do or permit anything to be done in or around the building, or bring or keep anything therein that will in any way increase the rate of fire or other insurance on the building, or on property kept therein, or obstruct or interfere with the rights of or otherwise injure or annoy any other Lessee in the building, or do anything in conflict with the valid pertinent laws, rules or regulations of any governmental authority.
6. All damage done to the building by taking in or putting out any property of Lessee, or done by Lessee's property while in the building, shall be repaired at the expense of Lessee.
7. Should Lessee require telegraphic, telephonic, annunciator or other communication service, Lessor will direct the electricians where and how wires are to be introduced and placed, and none shall be introduced or placed except as Lessor shall direct. Electric current shall not be used for power or heating without Lessor's prior written permission.
8. Lessor shall, at reasonable hours, have the right to enter the Premises to examine same or to make such alterations and repairs as may be deemed necessary, or to exhibit same to prospective Tenants.
9. Lessee shall not make or permit any improper noises in the building, or otherwise interfere in any way with other tenants, or persons having business with them.
10. Nothing shall be swept or thrown into the corridors, halls, elevator shafts or stairways. No birds or animals shall be brought into or kept in or about the building.
11. No machinery of any kind (other than normal office equipment) shall be operated on the Premises without the prior consent of Lessor, who may condition such consent upon the payment by Lessee of additional rent as compensation for excess consumption of water

and/or electricity occasioned by the operation of said machinery, nor shall Lessee use or keep in the building any inflammable or explosive fluid or substance, or any illuminating material, except candles.

12. Lessee will refer all contractors, contractors' representatives and installation technicians, rendering any service to Lessee, to Lessor for Lessor's supervision, approval and control before performance of any contractual service. This provision shall apply to all work performed in the building including installations of telephones, telegraph equipment electrical devices and attachments, and installations of any nature affecting floors, walls, woodwork, trim, windows, ceilings, equipment or any other physical portion of the building.
13. Movement in or out of the building of furniture or office equipment or dispatch or receipt by Lessee of any merchandise or materials which requires use of elevators or stairways, or movement through building entrances or lobby shall be restricted to hours designated by Lessor. All such movement shall be under supervision of Lessor and in the manner agreed between Lessee and Lessor by prearrangement before performance. Such prearrangements initiated by Lessee will include determination by Lessor and subject to his decision and control, of the time, method and routing of movement, and limitations imposed by safety or other concerns which may prohibit any article, equipment or any other item from being brought into the building. Lessee is to assume all risk as to damage to articles moved and injury to persons or public engaged or not engaged in such movement, including equipment, property and personnel of Lessor if damaged or injured as a result of acts in connection with carrying out this service for Lessee from time of entering property to completion of work; and Lessor shall not be liable for acts of any persons engaged in, or any damage or loss to any of said property or persons resulting from, any act in connection with such service performed for Lessee.
14. No draperies, shutters, or other window covering shall be installed on exterior windows or wall and doors facing public corridors without Lessor's prior written approval. Lessor does require installation and continued use of uniform window covering for such windows. All drapes and/or blinds shall be closed for efficient operation of the air conditioning system when required by Lessor.
15. Lessee shall not alter any interior finishing window treatment such as blinds or curtains as may be provided by Lessor.
16. No portion of Lessee's area or any other part of the building shall at any time be used or occupied as sleeping or lodging quarters.
17. Lessor will not be responsible for any stolen property, equipment, money or jewelry from Lessee's Premises or public rooms, regardless of whether such loss occurs when area is locked against entry or not.
18. Lessor specifically reserves the right to refuse admittance to the building from 6 p.m. to 8 a.m. daily, or on Sundays or on legal holidays, to any person or persons who cannot furnish satisfactory identification, or to any person or persons who, for any other reason in Lessor's judgement, should be denied access to the Premises. Lessor, for the protection of the Lessees and their efforts, may prescribe hours, and intervals during the night, on Sundays and holidays as stipulated in Section 3.0, when all persons entering and departing the building shall be required to enter their names, the offices to which they are going to or from which they are leaving, and the time of entrance or departure in a register provided for that purpose by Lessor.
19. Throughout the term of the Lease, Lessor shall maintain in a good state of repair the roof and structural portions of the Premises, provided, however, that if Lessee makes any

penetration of or hole in the roof, then Lessee shall reimburse Lessor upon demand for the cost differential that Lessor encounters in repairing or replacing the roof compared with what the cost would have been without any such penetration or hole.

20. All vehicle parking by Lessee, Lessee's employees, agents, servants, invitees, licensees, visitors, patrons and customers shall be in designated parking areas only.
21. Lessor reserves the right to rescind any of these rules and make such other and further reasonable rules and regulations as in Lessor's judgment shall from time to time be needful for the safety, protection, care and cleanliness of the building and the protection and comfort of its tenants, their agents, employees and invitees, which rules when made and written notice thereof given to Lessee, shall be binding upon him in like manner as if originally prescribed.
22. Lessee shall be responsible for notifying the Lessor prior to occupying and vacating its space to make all necessary arrangements for moving. Lessee must place a deposit with the Lessor for the use of elevator pads for said move. Upon return of these pads, deposit shall be refunded to Lessee provided pads are not damaged. Lessee shall be solely responsible for any damage to elevator cab interior while it is in Lessee's possession.
23. Without the prior written approval of Lessor, no Lessee shall employ any person or persons, other than the janitor of the Lessor for the purpose of cleaning, or taking charge of the Premises, it being understood and agreed that the Lessor shall be in no way responsible to any lessee for any damage done to the furniture or other effects of any Lessee by the janitorial service or any of its employees, or any other person, or for any loss of property of any kind whatsoever within the leased Premises, however occurring. Lessee will see each day that the doors are securely locked before leaving the building.
24. The Lessor shall have the right to prohibit any advertising by any Lessee, which, in its opinion, tends to impair the reputation of the building or its desirability as a building for offices or for financial, insurance or other institutions and businesses of like nature; and upon written notice from the Lessor, Lessee shall refrain from or discontinue such advertising.
25. Without Lessor's prior written approval, Lessee agrees not to install food or drink vending machines, or any other food service equipment.