

State of Florida Department of Corrections

Unit 400

## LANDLORD ESTOPPEL CERTIFICATE

Florida Holding 4800, LLC  
c/o Gary Silberman, Esq.  
Gary Silberman, P.A.  
2665 S. Bayshore Drive, Suite #725  
Coconut Grove, FL 33133

Re: That certain Lease Agreement by and between Lauderhill Mall Investment, LLC (or its predecessors in interest) , as "Landlord" and State of Florida Department of Corrections Division of Community Corrections Bureau of Probation and Parole; Lauderhill 17-A Lease No: 700:1051 , as "Tenant", and Amended by those certain Agreements for Modification dated 07/20/10, 08/16/11 and 07/13/12 , by and between Landlord and Tenant for a 5 year term which commenced on 09/01/10 , and will terminate on 08/31/15 , (the "Lease") of the premises (the "Leased Premises") containing 8,042 rentable square feet of the property located at 4200 N.W. 16<sup>th</sup> Street, Suite 400 , Lauderhill, FL 33313.

Gentlemen:

Landlord hereby certifies that the above description of the Lease, and the description of the Leased Premises therein demises, is a true and correct description of the same and that the Lease constitutes the only agreement between Landlord and Tenant with respect to the Leased Premises.

Landlord acknowledges that Buyer is purchasing the Leased Premises from Landlord, and Buyer will act in material reliance upon this Certificate.

Further, Landlord hereby certifies, acknowledges and agrees as follows:

1. Tenant is in possession of the Leased Premises pursuant to the terms of the Lease and has fully accepted the Leased Premises and improvements without offset.
2. There have been no amendments, modification, extension or renewals of the Lease except as discussed in the caption to the letter.
3. Landlord hereby represents and warrants to Buyer that, other than those contained in writing in the Lease, there have been no representations, warranties or covenants made by Landlord to Tenant, either oral or in writing.
4. The Lease is in full force and effect; Tenant has accepted the Lease Premises, presently occupies the same, and is paying rent on a current basis; Tenant has no set-offs, claims, or defenses to the enforcement of the Lease; and there are no periods of free rental applicable to the term of the Lease.

5. The following uncompleted tenant improvement work on the Leased Premises is required to be performed by [Tenant] [Landlord]

N/A

6. Tenant is not in default in the performance of the Lease, has not committed any breach of the Lease, no notice of default has been given to Landlord; Landlord has fulfilled all representation and warranties, and all finish work on the Leased Premises required of Landlord, and Landlord has completed all common areas and has met all minimum parking requirements of the Lease.

7. Landlord is not in default in the performance of the Lease, has not committed any breach of the Lease, no notice of default has been given to Landlord, Landlord has fulfilled all representation and warranties, and all finish work on the Leased Premises required of Landlord, and Landlord has completed all common areas and has met all minimum parking requirements of the Lease.

8. The current annual base rent is \$68,882.00 payable in equal monthly installments of \$14,073.50, together with applicable sales taxes and other expenses, on the last day of each month in advance.

9. Tenant's last payment of rent in the amount of \$ 14,073.50, was made on or about April 23, 2013, towards the monthly rent due for April 2013 under the Lease.

10. No rent has been paid by Tenant in advance under the Lease except for N/A, and Tenant has no claim of offset or credits against rentals under the Lease.

11. A security deposit of \$ N/A has been made with Landlord.

12. Pursuant to the terms of the Lease, Tenant is required to pay a prorate share of Operating Expenses, as additional rent, on the first day of each month in advance. -N/A

13. Landlord hereby acknowledges that none of the current uses of existing Tenants on the property is in violation of any restrictive covenant or exclusive use provision of its Lease.

14. Landlord acknowledges it has obtained all proper permits and variances from city, state and federal agencies necessary for Tenant's use of the Leased premises.

15. The Tenant is provided an option to renew the lease for N/A term(s), and for \_\_\_\_\_ years, commencing on \_\_\_\_\_, and expiring on \_\_\_\_\_.

16. The Lease is guaranteed by the following individuals, which Guarantees remain in full force and effect:

N/A

\_\_\_\_\_

17. Landlord acknowledges that Landlord's interest in and to the Lease has been, or will be, assigned to a Florida limited liability company, pursuant to an Agreement for Purchase and Sale. Tenant acknowledges that its interest in the premises is subordinate to a Florida limited liability company and any future mortgage and agrees to execute any document necessary to confirm the same.

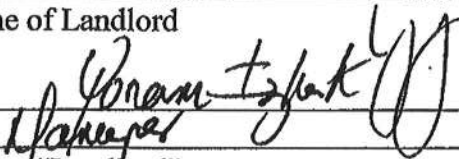
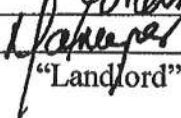
18. The agreements and certifications set forth herein are made with the knowledge and intent that the company will rely on them in purchasing the property of which the Leases Premises are a part, and the company and its successors and assigns may rely upon them for the purpose.

Please return this form at your earliest convenience to: Gary Silberman, P.A., 2665 South Bayshore Drive, Suite #725, Coconut Grove, FL 33133.

Thank you for your cooperation in this matter. Should you have any questions, please do not hesitate to contact our office.

Dated this \_\_\_\_ day of June, 2013.

Very truly yours,

Lauderhill Mall Investment, LLC  
Name of Landlord  
By:   
Its:   
"Landlord"

Lauderhill Mall Investment, LLC  
Name of Landlord  
By: \_\_\_\_\_  
Its: \_\_\_\_\_  
"Landlord"



STATE OF FLORIDA  
DEPARTMENT OF MANAGEMENT SERVICES  
LEASE AGREEMENT

Correction  
4<sup>th</sup> Floor

LEASE NO.: 700:0937

THIS LEASE AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between DAISOG Corp. party of the first part, hereinafter called the Lessor whose Federal Identification Number (F.E.I.D. or S.S.) is \_\_\_\_\_, and the

State of Florida Department of Corrections  
Division of Community Corrections – Region III  
Bureau of Probation & Parole – Lauderdale P&P (17-11)

party of the second part, hereinafter called the Lessee,

WITNESSETH:

That the Lessor, for and in consideration of the covenants and agreements hereinafter mentioned to be kept and performed by the Lessee, has demised and leased to the Lessee, for the term and under the conditions hereinafter set out, those certain premises in the

16<sup>th</sup> Street Building Lauderhill 33313 Broward  
(Name of Building) (City) (Zip Code) (County)  
Heat Building

Florida, described as follows:

which shall constitute an aggregate area of 9,075 square feet of net rentable space measured in accordance with the Department of Management Services' Standard Method of Space Measurement, and which comprises approximately 12 % of the 77,323 net square feet in the building at the rate of \$ (See Rental Rate Schedule) per square foot per year. The Lessor shall also provide 50 parking spaces for the non-exclusive use of the Lessee as part of this lease agreement.

I TERM

TO HAVE AND TO HOLD the above described premises for a term commencing on the 1st day of September, 2005 to and including the 31st day of August, 2010.

II RENTALS

The Lessor hereby leases to the Lessee and the Lessee hereby leases from the Lessor the above described premises for the term set out in this lease and the Lessee agrees to pay the Lessor the sum of (\$ See Rental Rate Schedule) per month for the rental period described in Article I of this lease. The rent for any fractional part of the first month shall be prorated. The rent shall be payable the month following the month of occupancy in accordance with Section 215.422, Florida Statutes. The rentals shall be paid to the Lessor at

4200 NW 16<sup>th</sup> Street Lauderhill 33313  
(Address) (City) (Zip Code)

III HEATING, AIR CONDITIONING AND JANITORIAL SERVICES

1.a. The Lessor agrees to furnish to the Lessee heating and air conditioning equipment and maintain same in satisfactory operating condition at all times for the leased premises during the term of the lease at the expense of the Lessor.

b. The Lessor agrees to maintain thermostats in the demised premises to achieve an average zone temperature of 75 degrees Fahrenheit during the heating and cooling seasons and certifies that boilers herein have been calibrated to permit the most efficient operation.

\*2. The Lessor agrees to furnish janitorial services and all necessary janitorial supplies including the provision of recycling trash disposal for the leased premises during the term of the lease at the expense of the Lessor.

3. All services required above shall be provided during the Lessee's normal working hours, which are normally from 7:30 a.m. to 5:30 p.m., Monday through Friday excluding state holidays.

IV LIGHT FIXTURES

1.a. The Lessor agrees to install in the demised premises light fixtures for the use of the Lessee.

\*b. The Lessor shall be responsible for replacement of all bulbs, lamps, tubes and starters used in such fixtures for the purpose of furnishing light.

2. The Lessor certifies that the lighting levels within the demised premises are maintained at and do not exceed the following levels: 10 foot-candles in halls and corridors; 30 foot-candles in other public areas; a minimum of 50 foot-candles in office, conference rooms, and other levels as set forth in the State Energy Management Plan, Volume II, Section F.

**V MAINTENANCE AND REPAIRS**

1. The Lessor shall provide for interior maintenance and repairs in accordance with generally accepted good practices, including repainting, the replacement of worn or damaged floor covering and repairs or replacement of interior equipment as may be necessary due to normal usage. The Lessee shall, during the term of this lease, keep the interior of the demised premises in as good a state of repair as it is at the time of the commencement of this lease, reasonable wear and tear and unavoidable casualties excepted.
2. The Lessor shall maintain and keep in repair the exterior of the demised premises during the term of this lease and shall be responsible for the replacement of all windows broken or damaged in the demised premises, except such breakage or damage caused to the exterior of the demised premises by the Lessee, its officers, agents or employees.
3. The Lessor shall maintain the interior and exterior of the demised premises including grounds and parking area so as to conform to all applicable health and safety laws, ordinances and codes which are presently in effect and which may subsequently be enacted during the term of this lease and any renewal periods.
4. The Lessor agrees to furnish pest control services for the leased premises during the term of the lease at the expense of the Lessor.

**\*VI UTILITIES**

That the Lessor will promptly pay all gas, water, sewer, solid waste, power and electric light rates or charges which may become payable during the term of this lease for the gas, water, sewer and electricity used and disposal of solid waste generated by the Lessee on the premises; and if the lease is for 5,000 square feet or greater, separately metered for all energy and fuels which may be consumed by Lessee, alone, Lessor will provide Lessee, in a form and manner agreed upon, timely and accurate data on Lessee's monthly consumption or use of electricity, natural gas, LP gas and/or fuel oil, as appropriate, pursuant to Section 255.257, Florida Statutes.

\* These are the only Articles in which the word "Lessor" can be changed to "Lessee" by the Lessee without authorization from the Division of Facilities Management. (Rule 60H-1.003 Florida Administrative Code)

**VII ACCESSIBILITY STANDARDS AND ALTERATIONS**

1. The Lessor agrees that the demised premises now conform, or that, prior to Lessee's occupancy, said premises shall, at Lessor's expense, be brought into conformance with the requirements of the Florida Americans With Disabilities Accessibility Implementation Act, Section 553.501 - 553.513, Florida Statutes, and the current Florida Disability Code for Building Construction, providing requirements for persons with disabilities and with the requirement of Public Law 101-336, enacted July 26, 1990, effective January 26, 1992, Section 28 CFR Part 35 and Appendix to Section 36 CFR Part 1191, Known as the "Americans with Disabilities Act of 1990."
2. That the Lessee shall have the right to make any alterations in and to the demised premises during the term of this lease upon first having obtained the written consent thereto of the Lessor. The Lessor shall not capriciously withhold the consent to any such alterations.

**VIII INJURY OR DAMAGE TO PROPERTY ON PREMISES**

All property of any kind that may be on the premises during the continuance of this lease shall be at the sole risk of the Lessee, and except for any negligence of the Lessor, the Lessor shall not be liable to the Lessee for loss or damage to the property.

**IX FIRE AND OTHER HAZARDS**

1. In the event that the demised premises, or the major part thereof, are destroyed by fire, lightning, storm or other casualty, the Lessor at its option may forthwith repair the damage to such demised premises at its own cost and expense. The rental thereon shall cease until the completion of such repairs and the Lessor will immediately refund the pro rata part of any rentals paid in advance by the Lessee prior to such destruction; should the premises be only partly destroyed, so that the major part thereof is usable by the Lessee, then the rental shall abate to the extent that the injured or damaged part bears to the whole of such premises and such injury or damage shall be restored by the Lessor as speedily as is practicable and upon the completion of such repairs, the full rental shall commence and the lease shall then continue the balance of the term.
2. The Lessor shall provide for fire protection during the term of this lease in accordance with the fire safety standards of the State Fire Marshal. The Lessor shall be responsible for maintenance and repair of all fire protection equipment necessary to conform to the requirements of the State Fire Marshal. The Lessor agrees that the demised premises shall be available for inspection by the State Fire Marshal, prior to occupancy by the Lessee, and at any reasonable time thereafter.
3. The Lessor certifies that no asbestos was used in the construction of the demised premises or that if asbestos was used, actions have been completed to correct the hazards caused by the use of asbestos.
4. The Lessor certifies that if any radon is present, it is at a measurement level less than 4 PCI/L.

**X EXPIRATION OF TERM**

At the expiration of the term, the Lessee will peaceably yield up to the Lessor the demised premises in good and tenantable repair. It is understood and agreed between the parties that the Lessee shall have the right to remove from the premises all personal property of the Lessee and all fixtures, machinery, equipment, appurtenances and appliances placed or installed on the premises by it, provided the Lessee restores the premises to as good a state of repair as they were prior to the removal.

**XI SUBLETTING AND ASSIGNMENT**

The Lessee upon obtaining written consent of the Lessor, which written consent shall not capriciously be withheld, shall have the right to sublet all or any part of the demised premises or to assign all or any part of the demised premises.

**XII NOT CONSENT TO SUE**

The provisions, terms or conditions of this lease shall not be construed as a consent of the State of Florida to be sued because of said lease hold.

**XIII WAIVER OF DEFAULTS**

The waiver by the Lessee of any breach of this lease by the Lessor shall not be construed as a waiver of any subsequent breach of any duty or covenant imposed by this lease.

**XIV RIGHT OF LESSOR TO INSPECT**

The Lessor, at all reasonable times, may enter into and upon the demised premises for the purpose of viewing the same and for the purpose of making any such repairs as they are required to make under the terms of this lease.

**XV BREACH OF COVENANT**

These presents are upon this condition, that, except as provided in this lease, if the Lessee shall neglect or fail to perform or observe any covenant herein contained, which on the Lessee's part is to be performed, and such default shall continue for a period of thirty (30) days after receipt of written notice thereof from the Lessor to the Lessee, then the Lessor lawfully may, immediately, or at any time thereafter and without further notice or demand, enter into and upon the demised premises, or any part thereof, and repossess the same as of their former estate and expel the Lessee and remove its effects forcefully, if necessary, without being taken or deemed to be guilty of any manner of trespass and thereupon this demise shall terminate but without prejudice to any remedy which might otherwise be used by the Lessor for arrears of rent or for any breach of the Lessee's covenants herein contained.

**XVI ACKNOWLEDGMENT OF ASSIGNMENT**

That the Lessee upon the request of the Lessor shall execute such acknowledgment or acknowledgments, or any assignment, or assignments, of rentals and profits made by the Lessor to any third person, firm or corporation, provided that the Lessor will not make such request unless required to do so by the Mortgagee under a mortgage, or mortgages executed by the Lessor.

**XVII TAXES AND INSURANCE**

1. Lessor shall pay all real estate taxes and fire insurance premiums on the demised premises. Lessor shall not be liable to carry fire insurance on the person or property of the Lessee or any other person or property which may now or hereafter be placed in the demised premises.

**XVIII AVAILABILITY OF FUNDS**

The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. F.S. 255.2502.

**XIX USE OF PREMISES**

The Lessee will not make or suffer any unlawful, improper or offensive use of the premises or any use or occupancy thereof contrary to the laws of the State of Florida or to such Ordinances of the City and/or County in which the demised premises are located now or hereinafter made, as may be applicable to the Lessee.

**XX RENEWAL**

The Lessee is hereby granted the option to renew this lease for an additional Zero (0) years(s) upon the same terms and conditions or as specified on attached addendum. If the Lessee desires to renew this lease under the provisions of this Article, it shall give the Lessor written notice thereof not more than six months nor less than three months prior to the expiration of the term provided in Article I of this Lease or any applicable renewal period.

**XXI RIGHT TO TERMINATE**

The Lessee shall have the right to terminate, without penalty, this lease in the event a State owned building becomes available to the Lessee for occupancy during the term of said lease for the purposes for which this space is being leased in the County of Broward, Florida, upon giving six (6) months advance written notice to the Lessor by Certified Mail, Return Receipt Requested.

**XXII NOTICES AND INVOICES**

All notices required to be served upon the Lessor shall be served by Registered or Certified Mail, Return Receipt Requested, at

4200 NW 16<sup>th</sup>, DAISY CORP. LAUDERHILL 33313  
(Street) (City) (Zip Code)

and all notices required to be served upon the Lessee shall be served by Registered or Certified Mail, Return Receipt Requested, at the address of the Lessee at

4200 NW 16<sup>th</sup> Street LAUDERHILL 33313  
(Street) (City) (Zip Code)

Invoices, in triplicate, shall be submitted monthly to: 2601 Blair Stone Rd. Tallahassee, Florida 32399

**XXIII DEFINITION OF TERMS**

(a) The terms "lease," "lease agreement," or "agreement" shall be inclusive of each other and shall also include any renewals extensions or modifications of this lease.

(b) The terms "Lessor" and "Lessee" shall include the successors and assigns for the parties hereto.

(c) The singular shall include the plural and the plural shall include the singular whenever the context so requires or permits.

**XXIV ADDITIONAL TERMS**

(Check One)

X All additional covenants or conditions appear on attached Addendum(s) A- G

       No additional covenants or conditions form a part of this lease.



IN WITNESS WHEREOF, the parties hereto have hereunto executed this instrument for the purpose herein expressed, the day and year above written.

ANY LEASE AGREEMENT SHALL NOT BECOME LEGALLY EFFECTIVE UNTIL APPROVED/ACCEPTED BY THE DEPARTMENT OF MANAGEMENT SERVICES.

### ORIGINAL SIGNATURES REQUESTED ON ALL COPIES

Signed, sealed and delivered in the presence of: <u>Ynorys Almonte</u> Witness Signature Print or Type Name of Witness <u>Ynorys Almonte</u> Witness Signature Print or Type Name of Witness As to President, General Partner, Trustee		Name of Corporation, Partnership, Trust, etc.: <b>DAISOG CORP.</b> By: <u>[Signature]</u> (SEAL) Its President, General Partnership, Trustee ATTEST: <u>[Signature]</u> (SEAL) Its Secretary	
Signed, sealed and delivered in the presence of: Witness Signature Print or Type Name of Witness Witness Signature Print or Type Name of Witness AS TO LESSEE		LESSEE: <b>STATE OF FLORIDA</b> <b>DEPARTMENT OF CORRECTIONS</b> By: _____ <u>James V. Crosby, Jr.</u> Print or Type Name <u>Secretary, Department of Corrections</u> Print or Type Title	
APPROVED AS TO CONDITIONS AND NEED THEREFOR DEPARTMENT OF MANAGEMENT SERVICES _____ General Services Manager, Bureau of Real Property Management _____ Director Division of Facilities Management APPROVAL DATE: _____	APPROVED AS TO FORM AND LEGALITY, SUBJECT ONLY TO FULL AND PROPER EXECUTION BY THE PARTIES GENERAL COUNSEL DEPARTMENT OF MANAGEMENT SERVICES By: _____ _____ Print or Type Name APPROVAL DATE: _____	APPROVED AS TO FORM AND LEGALITY, SUBJECT ONLY TO FULL AND PROPER EXECUTION BY THE PARTIES GENERAL COUNSEL DEPARTMENT OF CORRECTIONS By: <u>[Signature]</u> <u>Susan P. Stephens</u> Print or Type Name APPROVAL DATE: <u>10-25-04</u>	



# MONTHLY RENTAL RATE SCHEDULE

ADDENDUM A

LEASE NO. 700:0672

Rental Rate Schedule

Effective 09/01/2005

Square feet: 9,075

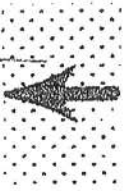
<u>TERM</u>	<u>AMOUNT PER SQ.FT.</u>	<u>MONTHLY RENTAL</u>
First Year 09/01/05 – 08/31/06	\$16.75	\$12,667.19
Second Year 09/01/06 – 08/31/07	\$17.25	\$13,045.31
Third Year 09/01/07 – 08/31/08	\$17.77	\$13,438.56
Fourth Year 09/01/08 – 08/31/09	\$18.30	\$13,839.38
Fifth Year 09/01/09 – 08/31/10	\$18.85	\$14,255.31

LESSEE:  
DEPARTMENT OF CORRCETIONS

LESSOR:  
DAISOG CORP.

\_\_\_\_\_  
James V. Crosby, Jr., Secretary

\_\_\_\_\_  
Lessor Signature





STATE OF FLORIDA  
DEPARTMENT OF MANAGEMENT SERVICES

FAILURE TO COMPLY

ADDENDUM NUMBER B

LEASE NUMBER: 700:0937

In the event that Lessor fails to comply with any term or provision of this Lease after written notice, Lessee reserves the option to 1) setoff and deduct from the rental amount due Lessor under this lease such sums as Lessee determines are required to remedy the default of Lessor; 2) do whatever Lessor is obligated to do under the terms of this Lease; and Lessor agrees to reimburse Lessee on demand for any reasonable expenses which Lessee may incur in thus effecting compliance with Lessor's obligation under this Lease; and Lessee hereby covenants and agrees to use its best efforts to mitigate damages caused thereby; 3) terminate this Lease and vacate the premises, but without prejudice to any remedy which might otherwise be used by the Lessee for any breach of the Lessor's covenants contained herein; 4) bring suit for damages against Lessor for any expense (including reasonable attorney's fees) Lessee may incur by reason of a delay in the Commencement Date of this Lease, except for any such delay caused solely by any delay, default or omission of Lessee.

Lessee is required to give Lessor written notice setting forth in reasonable detail the nature and extent of such failure and Lessor will be given thirty (30) days to cure such failure. If such failure cannot reasonably be cured within such thirty (30) day period, the length of such period shall be extended for the period reasonably required therefor, if Lessor commences curing such failure within such thirty (30) day period and continues the curing thereof with reasonable diligence and continuity. Reason for setoff of amounts due under this Lease shall include, but are not limited to, remedying heating and air conditioning equipment and roofing deficiencies. Each occasion of setoff of rental amounts due under this Lease shall be contingent upon the prior approval of Lessee's legal counsel.

LESSEE:  
DEPARTMENT OF CORRECTIONS

LESSOR:  
DAISOG CORP.

\_\_\_\_\_  
James V. Crosby, Jr., Secretary

\_\_\_\_\_  
Lessee Signature

(SEAL)



STATE OF FLORIDA  
DEPARTMENT OF MANAGEMENT SERVICES

JANITORIAL SERVICES

ADDENDUM C

LEASE NUMBER: 700:0937

The lessor agrees to furnish janitorial and cleaning services as part of this lease agreement. This includes furnishing all cleaning/maintenance equipment and cleaning supplies as required, including but not limited to, drinking cups at water fountains, bathroom tissues, paper towels, trash receptacle liners, hand soap (preferably liquid) and doormats at entrances to the facility. All supplies are to be of good quality acceptable in the janitorial profession and of satisfactory quality suitable to the needs of personnel.

Cleaning of the facility shall be accomplished in accord with the following schedule:

FLOORS	
DAILY:	Carpeted Areas – Vacuum Non-carpeted Areas – Dust mop Remove gum and other materials. Spot damp mop and to remove stains or spots.
WEEKLY:	Non-Carpeted Areas – Damp mop and spray buff.
SEMI-ANNUALLY:	Machine clean carpets in hallways. Other areas to be cleaned if their condition so dictates.
	Strip, reseal and wax all normally waxed floors.
ANNUALLY:	Machine clean all carpets throughout the facility.
WALLS, CEILINGS, INTERIOR DOORS, LEDGES, ETC.	
WEEKLY:	Spot Clean Clean light switch plates and surrounding wall areas. Dust windowsills, ledges, fixtures, etc.
MONTHLY:	Dust or vacuum HVAC registers.
ANNUALLY:	Clean all light fixture diffuses and dust light bulbs.
WINDOWS AND GLASS	
DAILY:	Spot clean entrances and vicinity glass both in and outside. Spot clean directory and internal glass or windows.
SEMI-ANNUALLY:	Clean inside of external windows. - 1877 -
WATER FOUNTAINS	
DAILY:	Clean and sanitize. Replenish supply of disposable cups (if applicable).

<b>FURNISHINGS</b>	
<b>AS NEEDED, BUT AT LEAST WEEKLY:</b>	Dust tables, chairs, desks, credenzas, file cabinets, bookcases, etc. Do not disturb any papers lying on desks or cabinets Dust and clean all ornamental wall decorations, picture, charts, chalkboards, etc. Dust draperies, venetian blinds, or curtains.
<b>SEMI-ANNUALLY:</b>	Vacuum all drapes, venetian blinds, or curtains.
<b>TRASH AND REFUSE</b>	
<b>DAILY:</b>	Empty and clean all trash receptacles. Receptacle liners are to be used. Change as necessary. Remove all collected trash to external dumpsters or trash containers. In conference rooms, reception areas, etc., remove accumulated trash, i.e. paper cups, soda cans, etc.
<b>CIGARETTE URNS AND ASHTRAYS</b>	
<b>DAILY:</b>	Empty and clean all cigarette urns. Empty and damp wipe all ashtrays.
<b>ELEVATORS – (If Applicable)</b>	
<b>DAILY:</b>	If carpeted, vacuum. If not carpeted, dust mop, remove gum and other materials, spot damp mop to remove stains or spots. Clean hardware and control panels.
<b>WEEKLY:</b>	Vacuum door tracks. Damp mop floors and spray buff if not carpeted.
<b>STAIRWELLS (If Applicable)</b>	
<b>DAILY:</b>	Remove accumulated trash. Spot sweep as required.
<b>WEEKLY:</b>	Sweep. Dust mop to remove stains. Dust handrails, ledges, etc. Spot clean walls and doors.
<b>RESTROOMS</b>	
<b>DAILY:</b>	Maintain in a clean and sanitary condition: floors, walls, doors, stalls, partitions, shelves, sinks, commodes, urinals, bath facilities, soap and towel dispensers Clean and polish mirrors. Empty and sanitize trash and sanitary napkin receptacles. Replenish supplies of tissue, towels, and soap. Check and replace, as necessary, deodorizer bars/room air freshener units.
<b>MONTHLY:</b>	Clean ceramic tile surfaces with a strong cleaner or bleach so that tile and grout have a uniform color.
<b>LOUNGE AND KITCHEN AREAS (If Applicable)</b>	
<b>DAILY:</b>	Clean and sanitize sinks and counter areas.
<b>EXTERIOR</b>	
<b>DAILY:</b>	Sweep outside area immediately adjacent to building entrances. Keep parking lot and surrounding grass areas free of trash.
<b>WEEKLY:</b>	Sweep all exterior access areas, i.e. sidewalks, porches, verandas, etc.

## MAINTENANCE SERVICES

In reference to Articles III and V of the lease agreement:

1. Filters for HVAC shall be changed every 90 days at a minimum and more often as conditions warrant.
2. All painted surfaces in the facility shall be freshly painted at the commencement of this lease, if needed, and at least once every three years thereafter during the lease term and any renewals thereof. Touch up painting to be done as needed.
3. Perform such other services as are necessary to keep the facility clean and in a sanitary condition.

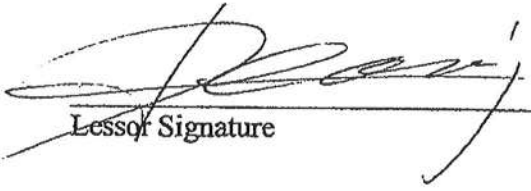
In providing any or all of the before mentioned services:

1. Janitorial staff are to only use necessary lighting in the areas in which they are actually working and turn off unnecessary lighting. Air conditioning equipment is not to be turned on for the exclusive use of the janitorial staff.
2. Only actual employees of the janitorial contractor are to be admitted to the premises.
3. During after hours cleaning, all outside doors are to be locked and janitorial staff are not to provide access into the facility to anyone.
4. Janitorial staff are to check exterior doors and windows to ensure the facility is secure at the time of leaving the facility.

LESSEE:  
DEPARTMENT OF CORRECTIONS

LESSOR:  
DAISOG CORP.

\_\_\_\_\_  
James V. Crosby, Jr., Secretary

  
\_\_\_\_\_  
Lessor Signature

  
(SEAL)



STATE OF FLORIDA  
DEPARTMENT OF MANAGEMENT SERVICES

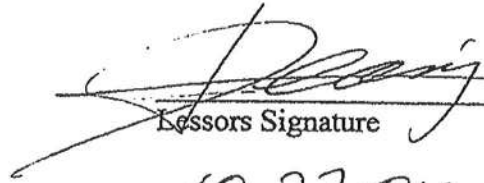
PUBLIC ENTITY CRIME STATEMENT

REQUIRED ADDENDUM D

LEASE NUMBER: 700:0937

**Public Entity Crime Statement:** 287.133 Florida Statutes places the following restrictions on the ability of persons convicted of public entity crimes to transact business with the department:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

  
Lessors Signature  
10-27-04  
Date



STATE OF FLORIDA  
DEPARTMENT OF MANAGEMENT SERVICES  
PUBLIC HURRICANE EVACUATION SHELTER

## ADDENDUM E

LEASE NUMBER: 700:0937

Pursuant to Chapter 252.385 (4)(b) F.S.; facilities that are solely occupied by state agencies and have at least 2,000 square feet of net rentable space in a single room or a combination of rooms each having a minimum of 400 square feet may be required to serve as a public hurricane evacuation shelter at the request of the local emergency management agencies.

It is hereby agreed and understood that in the event the facility being leased is selected for use as an emergency shelter the lessor, upon receiving notice from the Emergency Management Center, shall make the building available as a public hurricane evacuation shelter.

LESSEE:  
DEPARTMENT OF CORRECTIONS

James V. Crosby, Jr., Secretary

LESSOR:  
DAISOG CORP.

~~Lessor Signature~~

Date \_\_\_\_\_

Date \_\_\_\_\_





STATE OF FLORIDA  
DEPARTMENT OF MANAGEMENT SERVICES

DISCRIMINATION

REQUIRED ADDENDUM F

LEASE NUMBER: 700:0937

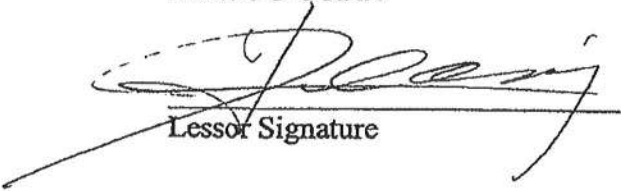
An entity who has been placed on the Discriminatory Vendor List may not submit a bid or proposal to provide goods or services to a public entity, may not submit a bid or proposal with a public entity for the construction or repair of a public building or public work, may not submit bids or proposals on leases of real property to a public entity, may not perform work as a contractor, supplier subcontractor or consultant under contract with any public entity and may not transact business with any public entity.

LESSEE:  
DEPARTMENT OF CORRECITONS

\_\_\_\_\_  
James V. Crosby, Jr., Secretary

\_\_\_\_\_  
Date

LESSOR:  
DAISOG CORP.

  
\_\_\_\_\_  
Lessor Signature

10-27-04  
Date

## ADDITIONAL LEASE TERMS

ADDENDUM G  
LEASE NUMBER 700:0937

**Paint** - All painted surfaces shall be freshly painted prior to August 31, 2005. Touch-up painting to be done as needed. The Department will be provided samples from which to choose colors and finishes (flat or semi-gloss).

**Indoor Air Quality:** Lessor shall provide fresh air intake of 20 or more cubic feet per minute per person or as recommended by ASHRAE (the American Society of Heating, Refrigerating and Air Conditioning Engineers). Interior humidities shall average 60% relative humidity. The building envelope shall be maintained to prevent moisture intrusion that may result in microbiological and fungal growth on surfaces, furnishings or interstitial spaces.

In the event a suspected air quality problem arises, the Lessee reserves the right to have the indoor air quality tested, at its own expense, by a certified industrial hygienist to determine the cause of the problem. After assessment, if test results indicate conclusively that a problem exists, the Lessor shall take immediate corrective action to remedy the situation and reimburse the agency for the costs of conducting such test(s). Painting and construction shall be conducted under ventilating and occupancy conditions that will not result in indoor air quality complaints.

**Hours of Operation:** The space to be leased by the Department will be fully occupied during normal working hours from 7:30 a.m. to 5:30 p.m., Monday through Friday, excluding state holidays, Saturdays and Sundays, and may be fully or partially occupied during all other periods of time as necessary or as required at the sole discretion of the Department.

### Additional Improvement Requirements:

Prior to August 31, 2005 a complete inspection and repair of HVAC system to ensure it is properly working throughout the suite.

Prior to August 31, 2005 an update of the security system to include the following shall be completed:

1. Disconnect existing window shock (Contact entry and motion detector to remain)
2. Install two (2) motion detectors and one (1) door alarm on the addition located at the North side of the space.

**LESSEE:**  
**DEPARTMENT OF CORRECTIONS**

\_\_\_\_\_  
James V. Crosby, Jr., Secretary  
Department of Corrections

**LESSOR:**  
**DIASOG CORP.**

DA1505

\_\_\_\_\_  
Lessor Signature



Division of Real Estate Development and Management  
4050 Esplanade Way, Suite 315  
Tallahassee, Florida 32399-0950  
Tel: 850.488.2074  
Fax: 850.922.5844  
www.dms.MyFlorida.com

Governor Charlie Crist

NOV 18 2009

Secretary Linda H. South

Fran Rowls, OMC Manager  
Department of Corrections  
Office of Community Corrections  
Bureau of Probation & Field Services  
2601 Blair Stone Road  
Room AG 15  
Tallahassee, FL 32399-2500

700-1051  
476-9350

Re. Lease Number:	700:1051
Division:	Community Corrections
Location:	Lauderhill
Lessor:	LM Ideal, LLC
Monthly Rental:	09/01/10 - 08/31/11 \$14,073.50
	09/01/11 - 08/31/12 \$14,495.71
	09/01/12 - 08/31/13 \$14,931.31
	09/01/13 - 08/31/14 \$15,380.33
	09/01/14 - 08/31/15 \$15,842.74

Dear Ms. Rowls:

The above referenced Lease has been approved by the Department of Management Services, and transmitted to you for your file and distribution to the Lessor.

Sincerely,

A handwritten signature in black ink, appearing to read 'Anthony J. Andreola'.

Anthony J. Andreola  
Chief Real Property Administrator

AJA/grt

We serve those who serve Florida.



**STATE OF FLORIDA  
DEPARTMENT OF MANAGEMENT SERVICES  
LEASE AGREEMENT**

THIS LEASE AGREEMENT, entered into this 30<sup>th</sup> day of October, 2009, between **LM IDEAL LLC** party of the first part, hereinafter called the Lessor whose Federal Identification Number (F.E.I.D. or S.S.) is 26-0180198, and the

LEASE NO.: 700:1051

State of Florida Department of Corrections  
Division of Community Corrections  
Bureau of Probation and Parole; Lauderhill 17-A

party of the second part, hereinafter called the Lessee,

**WITNESSETH:**

That the Lessor, for and in consideration of the covenants and agreements hereinafter mentioned to be kept and performed by the Lessee, has demised and leased to the Lessee, for the term and under the conditions hereinafter set out, those certain premises in the

<u>Ideal Building</u>	<u>Lauderhill</u>	<u>33313</u>	<u>Broward</u>
(Name of Building)	(City)	(Zip Code)	(County)

Florida, described as follows:

Office space located on 4<sup>th</sup> floor of Ideal Building located at 4200 NW 16<sup>th</sup> Street, Lauderhill, Florida 33313

which shall constitute an aggregate area of 8,042 square feet of net rentable space measured in accordance with the Department of Management Services' Standard Method of Space Measurement, and which comprises approximately 10 % of the 77,323 net square feet in the building at the rental rates as specified in Rental Rate Schedule, Addendum A. The Lessor shall also provides fifty (50) parking spaces for the non-exclusive use of the Lessee as part of this lease agreement.

**I TERM**

TO HAVE AND TO HOLD the above described premises for a term commencing on the 1<sup>st</sup> day of September 1, 2010 to and including the 31<sup>st</sup> day of August 2015.

**II RENTALS**

The Lessor hereby leases to the Lessee and the Lessee hereby leases from the Lessor the above described premises for the term set out in this lease and the Lessee agrees to pay the Lessor rental rates as specified in Rental Rate Schedule, Addendum A, for the rental period described in Article I of this lease. The rent for any fractional part of the first month shall be prorated. The rent shall be payable the month following the month of occupancy in accordance with Section 215.422, Florida Statutes. The rentals shall be paid to the Lessor c/o:

LM Ideal, LLC, 1267 Northwest 40<sup>th</sup> Avenue, Lauderhill, Florida 33313  
(Address)

**III HEATING, AIR CONDITIONING AND JANITORIAL SERVICES**

1.a. The Lessor agrees to furnish to the Lessee heating and air conditioning equipment and maintain same in satisfactory operating condition at all times for the leased premises during the term of the lease at the expense of the Lessor.

b. The Lessor agrees to maintain thermostats in the demised premises to achieve an average zone temperature of 75 degrees Fahrenheit during the heating and cooling seasons and certifies that boilers herein have been calibrated to permit the most efficient operation.

\*2. The Lessor agrees to furnish janitorial services and all necessary janitorial supplies including the provision of recycling trash disposal for the leased premises during the term of the lease at the expense of the Lessor.

3. All services required above shall be provided during the Lessee's normal working hours, which are normally from 7:30 a.m. to 5:30 p.m., Monday through Friday excluding state holidays.

**IV LIGHT FIXTURES**

1.a. The Lessor agrees to install in the demised premises light fixtures for the use of the Lessee.

\*b. The Lessor shall be responsible for replacement of all bulbs, lamps, tubes and starters used in such fixtures for the purpose of furnishing light.

2. The Lessor certifies that the lighting levels within the demised premises are maintained at and do not exceed the following levels: 10 foot-candles in halls and corridors; 30 foot-candles in other public areas; a minimum of 50 foot-candles in office, conference rooms, and other levels as set forth in the State Energy Management Plan, Volume II, Section F.

## **V MAINTENANCE AND REPAIRS**

1. The Lessor shall provide for interior maintenance and repairs in accordance with generally accepted good practices, including repainting, the replacement of worn or damaged floor covering and repairs or replacement of interior equipment as may be necessary due to normal usage. The Lessee shall, during the term of this lease, keep the interior of the demised premises in as good a state of repair as it is at the time of the commencement of this lease, reasonable wear and tear and unavoidable casualties excepted.

2. The Lessor shall maintain and keep in repair the exterior of the demised premises during the term of this lease and shall be responsible for the replacement of all windows broken or damaged in the demised premises, except such breakage or damage caused to the exterior of the demised premises by the Lessee, its officers, agents or employees.

3. The Lessor shall maintain the interior and exterior of the demised premises including grounds and parking area so as to conform to all applicable health and safety laws, ordinances and codes which are presently in effect and which may subsequently be enacted during the term of this lease and any renewal periods.

4. The Lessor agrees to furnish pest control services for the leased premises during the term of the lease at the expense of the Lessor.

## **\*VI UTILITIES**

That the Lessor will promptly pay all gas, water, sewer, solid waste, power and electric light rates or charges which may become payable during the term of this lease for the gas, water, sewer and electricity used and disposal of solid waste generated by the Lessee on the premises; and if the lease is for 5,000 square feet or greater, separately metered for all energy and fuels which may be consumed by Lessee, alone, Lessor will provide Lessee, in a form and manner agreed upon, timely and accurate data on Lessee's monthly consumption or use of electricity, natural gas, LP gas and/or fuel oil, as appropriate, pursuant to Section 255.257, Florida Statutes.

\* These are the only Articles in which the word "Lessor" can be changed to "Lessee" by the Lessee without authorization from the Division of Facilities Management. (Rule 60H-1.003 Florida Administrative Code)

## **VII ACCESSIBILITY STANDARDS AND ALTERATIONS**

1. The Lessor agrees that the demised premises now conform, or that, prior to Lessee's occupancy, said premises shall, at Lessor's expense, be brought into conformance with the requirements of the Florida Americans With Disabilities Accessibility Implementation Act, Section 553.501 - 553.513, Florida Statutes, and the current Florida Disability Code for Building Construction, providing requirements for persons with disabilities and with the requirement of Public Law 101-336, enacted July 26, 1990, effective January 26, 1992, Section 28 CFR Part 35 and Appendix to Section 36 CFR Part 1191, Known as the "Americans with Disabilities Act of 1990."

2. That the Lessee shall have the right to make any alterations in and to the demised premises during the term of this lease upon first having obtained the written consent thereto of the Lessor. The Lessor shall not capriciously withhold the consent to any such alterations.

## **VIII INJURY OR DAMAGE TO PROPERTY ON PREMISES**

All property of any kind that may be on the premises during the continuance of this lease shall be at the sole risk of the Lessee, and except for any negligence of the Lessor, the Lessor shall not be liable to the Lessee for loss or damage to the property.

## **IX FIRE AND OTHER HAZARDS**

1. In the event that the demised premises, or the major part thereof, are destroyed by fire, lightning, storm or other casualty, the Lessor at its option may forthwith repair the damage to such demised premises at its own cost and expense. The rental thereon shall cease until the completion of such repairs and the Lessor will immediately refund the pro rata part of any rentals paid in advance by the Lessee prior to such destruction; should the premises be only partly destroyed, so that the major part thereof is usable by the Lessee, then the rental shall abate to the extent that the injured or damaged part bears to the whole of such premises and such injury or damage shall be restored by the Lessor as speedily as is practicable and upon the completion of such repairs, the full rental shall commence and the lease shall then continue the balance of the term.

2. The Lessor shall provide for fire protection during the term of this lease in accordance with the fire safety standards of the State Fire Marshal. The Lessor shall be responsible for maintenance and repair of all fire protection equipment necessary to conform to the requirements of the State Fire Marshal. The Lessor agrees that the demised premises shall be available for inspection by the State Fire Marshal, prior to occupancy by the Lessee, and at any reasonable time thereafter.

3. The Lessor certifies that no asbestos was used in the construction of the demised premises or that if asbestos was used, actions have been completed to correct the hazards caused by the use of asbestos.

4. The Lessor certifies that if any radon is present, it is at a measurement level less than 4 PC/L.

## **X EXPIRATION OF TERM**

At the expiration of the term, the Lessee will peaceably yield up to the Lessor the demised premises in good and tenantable repair. It is understood and agreed between the parties that the Lessee shall have the right to remove from the premises all personal property of the Lessee and all fixtures, machinery, equipment, appurtenances and appliances placed or installed on the premises by it, provided the Lessee restores the premises to as good a state of repair as they were prior to the removal.

**XI SUBLETTING AND ASSIGNMENT**

The Lessee upon obtaining written consent of the Lessor, which written consent shall not capriciously be withheld, shall have the right to sublet all or any part of the demised premises or to assign all or any part of the demised premises.

**XII NOT CONSENT TO SUE**

The provisions, terms or conditions of this lease shall not be construed as a consent of the State of Florida to be sued because of said lease hold.

**XIII WAIVER OF DEFAULTS**

The waiver by the Lessee of any breach of this lease by the Lessor shall not be construed as a waiver of any subsequent breach of any duty or covenant imposed by this lease.

**XIV RIGHT OF LESSOR TO INSPECT**

The Lessor, at all reasonable times, may enter into and upon the demised premises for the purpose of viewing the same and for the purpose of making any such repairs as they are required to make under the terms of this lease.

**XV BREACH OF COVENANT**

These presents are upon this condition, that, except as provided in this lease, if the Lessee shall neglect or fail to perform or observe any covenant herein contained, which on the Lessee's part is to be performed, and such default shall continue for a period of thirty (30) days after receipt of written notice thereof from the Lessor to the Lessee, then the Lessor lawfully may, immediately, or at any time thereafter, and without further notice or demand, enter into and upon the demised premises, or any part thereof, and repossess the same as of their former estate and expel the Lessee and remove its effects forcefully, if necessary, without being taken or deemed to be guilty of any manner of trespass and thereupon this demise shall terminate but without prejudice to any remedy which might otherwise be used by the Lessor for arrears of rent or for any breach of the Lessee's covenants herein contained.

**XVI ACKNOWLEDGMENT OF ASSIGNMENT**

That the Lessee upon the request of the Lessor shall execute such acknowledgment or acknowledgments, or any assignment, or assignments, of rentals and profits made by the Lessor to any third person, firm or corporation, provided that the Lessor will not make such request unless required to do so by the Mortgagee under a mortgage, or mortgages executed by the Lessor.

**XVII TAXES AND INSURANCE**

1. Lessor shall pay all real estate taxes and fire insurance premiums on the demised premises. Lessor shall not be liable to carry fire insurance on the person or property of the Lessee or any other person or property which may now or hereafter be placed in the demised premises.

**XVIII AVAILABILITY OF FUNDS**

The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. F.S. 255.2502.

**XIX USE OF PREMISES**

The Lessee will not make or suffer any unlawful, improper or offensive use of the premises or any use or occupancy thereof contrary to the laws of the State of Florida or to such Ordinances of the City and/or County in which the demised premises are located, now or hereinafter made, as may be applicable to the Lessee.

**XX RENEWAL**

The Lessee is hereby granted the option to renew this lease for an additional —0— years(s) upon the same terms and conditions or as specified on attached addendum. If the Lessee desires to renew this lease under the provisions of this Article, it shall give the Lessor written notice thereof not more than six months nor less than three months prior to the expiration of the term provided in Article I of this Lease or any applicable renewal period.

**XXI RIGHT TO TERMINATE**

The Lessee shall have the right to terminate, without penalty, this lease in the event a State owned building becomes available to the Lessee for occupancy upon giving six (6) months advance written notice to the Lessor by Certified Mail, Return Receipt Requested.

**XXII NOTICES AND INVOICES**

All notices required to be served upon the Lessor shall be served by Registered or Certified Mail, Return Receipt Requested, at

LM Ideal, LLC, 1267 Northwest 40<sup>th</sup> Avenue, Lauderhill, Florida 33313

(Address)

(City) State (Zip Code)

and all notices required to be served upon the Lessee shall be served by Registered or Certified Mail, Return Receipt Requested, at the address of the Lessee at:

2601 Blair Stone Road

(Street)

Tallahassee

(City)

Florida

(State)

32399-2500

(Zip Code)

Invoices, in triplicate, shall be submitted monthly to: NA

**XXIII DEFINITION OF TERMS**

(a) The terms "lease," "lease agreement," or "agreement" shall be inclusive of each other and shall also include any renewals, extensions or modifications of this lease.

(b) The terms "Lessor" and "Lessee" shall include the successors and assigns for the parties hereto.

(c) The singular shall include the plural and the plural shall include the singular whenever the context so requires or permits.

**XXIV ADDITIONAL TERMS**

(Check One)

X All additional covenants or conditions appear on attached Addendum(s) A thru H.

       No additional covenants or conditions form a part of this lease.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this instrument for the purpose herein expressed, the day and year above written.

ANY LEASE AGREEMENT SHALL NOT BECOME LEGALLY EFFECTIVE UNTIL APPROVED/ACCEPTED BY THE DEPARTMENT OF MANAGEMENT SERVICES.

## ORIGINAL SIGNATURES REQUESTED ON ALL COPIES

<b>AS TO LESSOR</b> Signed, sealed and delivered in the presence of: <u>Patricia Sathre</u> Witness Signature <u>Patricia Sathre</u> Print or Type Name of Witness <u>Jean Hayes</u> Witness Signature <u>Jean Hayes</u> Print or Type Name of Witness As to President, General Partner, Trustee		<b>LESSOR:</b> Name of Corporation, Partnership, Trust, etc.: <b>LM IDEAL LLC</b> By: <u>[Signature]</u> (SEAL) <u>Jay Geiserman, Managing Partner</u> ATTEST: _____ (SEAL) Its Secretary	
<b>AS TO LESSEE</b> Signed, sealed and delivered in the presence of: <u>Hallie Coombs</u> Witness Signature <u>Hallie Coombs</u> Print or Type Name of Witness <u>Lynda McKinnie</u> Witness Signature <u>Lynda McKinnie</u> Print or Type Name of Witness		<b>LESSEE:</b> <b>STATE OF FLORIDA</b> <b>DEPARTMENT OF CORRECTIONS</b> By: <u>[Signature]</u> <u>Richard D. Davison</u> Print or Type Name Deputy Secretary Print or Type Title	
APPROVED AS TO CONDITIONS AND NEED THEREFORE DEPARTMENT OF MANAGEMENT SERVICES <u>[Signature]</u> Chief, Real Property Administrator, Division of Real Estate Development and Management <u>[Signature]</u> Director Division of Real Estate Development and Management APPROVAL DATE: <u>11/19/09</u>	APPROVED AS TO FORM AND LEGALITY, SUBJECT ONLY TO FULL AND PROPER EXECUTION BY THE PARTIES GENERAL COUNSEL DEPARTMENT OF MANAGEMENT SERVICES By: <u>[Signature]</u> <u>Christine Senne, Asst. Gen. Counsel</u> Print or Type Name APPROVAL DATE: <u>11/12/2009</u>	APPROVED AS TO FORM AND LEGALITY, SUBJECT ONLY TO FULL AND PROPER EXECUTION BY THE PARTIES GENERAL COUNSEL DEPARTMENT OF CORRECTIONS By: <u>[Signature]</u> <u>Kathleen Von Hoene, General Counsel</u> Print or Type Name APPROVAL DATE: <u>9-23-09</u>	





STATE OF FLORIDA  
DEPARTMENT OF MANAGEMENT SERVICES

RENTAL RATE SCHEDULE

ADDENDUM A

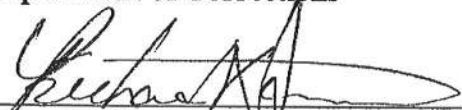
Lease No.: 700:1051

Square Feet: 8,042

Effective: September 1, 2010

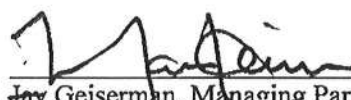
TERM	RENTAL RATE PER SF/PER YR (8,042)	MONTHLY RENTAL RATE
Year 1: 09/01/2010 – 08/31/2011	\$21.00	\$14,073.50- Fourteen thousand, seventy-three dollars and fifty cents
Year 2: 09/01/2011 – 08/31/2012	\$21.63	\$14,495.71 - Fourteen thousand, four hundred ninety-five dollars and seventy-one cents
Year 3: 09/01/2012 – 08/31/2013	\$22.28	\$14,931.31 Fourteen thousand, nine hundred thirty-one dollars and thirty-one cents
Year 4: 09/01/2013 – 08/31/2014	\$22.95	\$15,380.33- Fifteen thousand, three hundred eighty-dollars and thirty-three cents
Year 5: 09/01/2014 – 08/31/2015	\$23.64	\$15,842.74 Fifteen thousand, eight hundred forty-two dollars and seventy four cents

LESSEE:  
Department of Corrections

  
Richard D. Davison, Deputy Secretary

Date: 10/30/09

LESSOR:  
LM Ideal, LLC

  
Jay Geiserman, Managing Partner  
Marc

Date: 10.15.09



STATE OF FLORIDA  
DEPARTMENT OF MANAGEMENT SERVICES

JANITORIAL SERVICES

ADDENDUM B

Lease No.: 700:1051

**Lessor Staff Conduct:** The Lessor shall not permit any individual to provide janitorial services under this lease who is under the supervision or jurisdiction of any parole, probation or corrections authority. The objective of this provision is to ensure that no subcontractor, employee or agent of the lessor under any such legal constraint, has contact with or access to any records of the Florida Department of Corrections and it shall be the Lessor's obligation and duty to insure that no subcontractor, employee or agent of the Lessor under such legal constraint shall have such access.

**Background/Criminal Records Check:** The Lessor's staff assigned to provide janitorial services under this lease shall be subject, at the Department's discretion and expense, to a Florida Department of Law Enforcement (FDLE) Florida Crime Information Center/National Crime Information Center (FCIC/NCIC) background/criminal records check. This background check will be coordinated and/or conducted by the Department's Parole and Probation Office staff located at the Lease location and may occur or re-occur at any time during the Lease period. The Department has full discretion to require the Lessor to disqualify, prevent, or remove any staff or subcontractor staff from any work under the lease. The Department is under no obligation to inform the Lessor or the staff member of the records check findings or criteria for disqualification or removal.

The Lessor shall ensure that the Parole and Probation Office Supervisor is provided the information needed to have the NCIC/FCIC background check conducted prior to any staff being hired or assigned to work under the Lease. In order to carry out this records check, the Lessor shall provide the following data for any individual: Full Name, Race, Gender, Date of Birth, Social Security Number, Driver's License Number and State of Issue. Upon additional request of the Department, the Lessor's staff or subcontractor staff shall submit to fingerprinting by the Department of Corrections, for submission to the Federal Bureau of Investigation (FBI).

Failure to Comply with this requirement may result in termination of the lease agreement.

**Janitorial/Cleaning Services:** The Lessor agrees to furnish janitorial and cleaning services as part of this lease agreement. This includes furnishing all cleaning/maintenance equipment and cleaning supplies as required, including but not limited to, drinking cups at water fountains, bathroom tissues, paper towels, trash receptacle liners, hand soap (preferably liquid) and doormats at entrances to the facility. All supplies are to be of good quality acceptable in the janitorial profession and of satisfactory quality suitable to the needs of personnel.

Cleaning of the facility shall be accomplished in accord with the following schedule:

<b>FLOORS</b>	
<b>DAILY:</b>	Carpeted Areas – Vacuum Non-carpeted Areas – Dust mop Floor mats at each entrance/exit Remove gum and other materials Spot damp mop and to remove stains or spots
<b>WEEKLY:</b>	Non-Carpeted Areas – Damp mop and spray buff.
<b>SEMI-ANNUALLY:</b>	Machine clean carpets in hallways. Other areas to be cleaned if their condition so dictates.
	Strip, reseal and wax all normally waxed floors.
<b>ANNUALLY:</b>	Machine clean all carpets throughout the facility.
<b>WALLS, CEILINGS, INTERIOR DOORS, LEDGES, ETC.</b>	
<b>WEEKLY:</b>	Spot Clean Clean light switch plates and surrounding wall areas. Dust windowsills, ledges, fixtures, etc.
<b>MONTHLY:</b>	Dust or vacuum HVAC registers.
<b>ANNUALLY:</b>	Clean all light fixture diffuses and dust light bulbs.
<b>WINDOWS AND GLASS</b>	
<b>DAILY:</b>	Spot clean entrances and vicinity glass both in and outside. Spot clean directory and internal glass or windows.
<b>SEMI-ANNUALLY:</b>	Clean inside of external windows.
<b>WATER FOUNTAINS</b>	
<b>DAILY:</b>	Clean and sanitize. Replenish supply of disposable cups (if applicable).
<b>FURNISHINGS</b>	
<b>AS NEEDED, BUT AT LEAST WEEKLY:</b>	Dust tables, chairs, desks, credenzas, file cabinets, bookcases, etc. Do not disturb any papers lying on desks or cabinets Dust and clean all ornamental wall decorations, picture, charts, chalkboards, etc. Dust draperies, venetian blinds, or curtains.
<b>SEMI-ANNUALLY:</b>	Vacuum all drapes, venetian blinds, or curtains.
<b>TRASH AND REFUSE</b>	
<b>DAILY:</b>	Empty and clean all trash receptacles. Receptacle liners are to be used. Change as necessary. Remove all collected trash to external dumpsters or trash containers. In conference rooms, reception areas, etc., remove accumulated trash, i.e. paper cups, soda cans, etc.
<b>CIGARETTE URNS AND ASHTRAYS</b>	
<b>DAILY:</b>	Empty and clean all cigarette urns. Empty and damp wipe all ashtrays.
<b>ELEVATORS – (If Applicable)</b>	
<b>DAILY:</b>	If carpeted, vacuum. If not carpeted, dust mop, remove gum and other materials, spot damp mop to remove stains or spots. Clean hardware and control panels.
<b>WEEKLY:</b>	Vacuum door tracks. Damp mop floors and spray buff if not carpeted.

<b>STAIRWELLS (If Applicable)</b>	
<b>DAILY:</b>	Remove accumulated trash. Spot sweep as required.
<b>WEEKLY:</b>	Sweep. Dust mop to remove stains. Dust handrails, ledges, etc. Spot clean walls and doors.
<b>RESTROOMS</b>	
<b>DAILY:</b>	Maintain in a clean and sanitary condition: floors, walls, doors, stalls, partitions, shelves, sinks, commodes, urinals, bath facilities, soap and towel dispensers Clean and polish mirrors. Empty and sanitize trash and sanitary napkin receptacles. Replenish supplies of tissue, towels, and soap. Check and replace, as necessary, deodorizer bars/room air freshener units.
<b>MONTHLY:</b>	Clean ceramic tile surfaces with a strong cleaner or bleach so that tile and grout have a uniform color.
<b>LOUNGE AND KITCHEN AREAS (If Applicable)</b>	
<b>DAILY:</b>	Clean and sanitize sinks and counter areas.
<b>EXTERIOR</b>	
<b>DAILY:</b>	Sweep outside area immediately adjacent to building entrances. Keep parking lot and surrounding grass areas free of trash.
<b>WEEKLY:</b>	Sweep all exterior access areas, i.e. sidewalks, porches, verandas, etc.

#### **MAINTENANCE SERVICES**

In reference to Articles III and V of the lease agreement:

1. Filters for HVAC shall be changed every 90 days at a minimum and more often as conditions warrant.
2. All painted surfaces in the facility shall be freshly painted with a satin or semi-gloss paint at the commencement of this lease, if needed, and at least once every five (5) years thereafter during the lease term and any renewals thereof. Touch up painting to be done as needed.
3. Perform such other services as are necessary to keep the facility clean and in a sanitary condition.

In providing any or all of the before mentioned services:

1. Janitorial staff are to only use necessary lighting in the areas in which they are actually working and turn off unnecessary lighting. Air conditioning equipment is not to be turned on for the exclusive use of the janitorial staff.
2. Only actual employees of the janitorial contractor are to be admitted to the premises.
3. During after hours cleaning, all outside doors are to be locked and janitorial staff is not to provide access into the facility to anyone.
4. Janitorial staff is to check exterior doors and windows to ensure the facility is secure at the time of leaving the facility.

**LESSEE:**  
**DEPARTMENT OF CORRECTIONS**

Richard D. Davison, Deputy Secretary

**LESSOR:**  
**LM IDEAL LLC.**

  
Jay Geiselman, Managing Partner  
Marc

Date: \_\_\_\_\_

Date: 10.15.09



STATE OF FLORIDA  
DEPARTMENT OF MANAGEMENT SERVICES

TENANT IMPROVEMENTS

ADDENDUM C

Lease No.: 700:1051

WHEREAS, both the Lessor and the Lessee hereby agree that the Lessor does not intend to seek reimbursement for tenant improvements, pursuant to Section 255.25 (3)(e), Florida Statutes.

Effective with this Lease, Lessor will 'lock off' excess square feet of office space currently occupied under 700:0937 and allow Lessee access to hallways until such time as Lessor leases the space being vacated by the Department of Corrections (in whole or part), to a new tenant. Access and use of the hallways will be considered 'rent-free' space. Lessor will maintain said hallways during the occupancy and free-use by the Department.

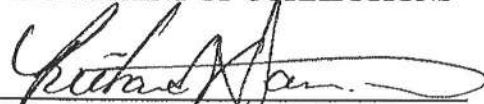
When the Lessor leases the space being vacated by the Department currently occupied under 700:0937, (in whole or part) to a new tenant, the Lessor will construct fire exit hallways which shall provide separate exit hallways to serve the premises and which will comply with local government requirements. Lessor shall coordinate with the Department such renovations and construction plans sufficient for review and approval of renovations by the State of Florida Fire Marshal Office prior to commencement of such renovations.

Tenant improvements as identified below to be provided by date(s) specified:

1. Floor plan to be modified to achieve 8,042 usable square feet by 'locking off' 1,033 square feet;
2. Carpet replacement in all hallway areas (at least 28oz. weight, 20-26 face loop weight commercial grade anti-soil carpeting), installed by 11/30/2010. Color samples to be provided to the Department for color selection.
3. Carpets to be steam cleaned in offices where necessary, prior to 09/01/2010.
4. Re-painting, with a satin finish paint of all painted surfaces within the office by 09/30/2012.

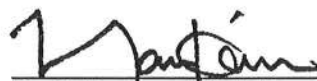
Dated this the 30<sup>th</sup> day of October, 2009.

LESSEE:  
DEPARTMENT OF CORRECTIONS

  
Richard D. Davison, Deputy Secretary

Date: 10/30/09

LESSOR:  
LM IDEAL LLC.

  
Jay Geiserman, Managing Partner  
Marc

Date: 10.15.09



STATE OF FLORIDA  
DEPARTMENT OF MANAGEMENT SERVICES

PUBLIC ENTITY CRIME STATEMENT

REQUIRED ADDENDUM D

Lease No.: 700:1051

**Public Entity Crime Statement:** Section 287.133, Florida Statutes, places the following restrictions on the ability of persons convicted of public entity crimes to transact business with the department:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

LESSOR:  
LM IDEAL LLC.

  
\_\_\_\_\_  
Jay Geiselman, Managing Partner  
*Marc*

Date: 10.15.09



STATE OF FLORIDA  
DEPARTMENT OF MANAGEMENT SERVICES

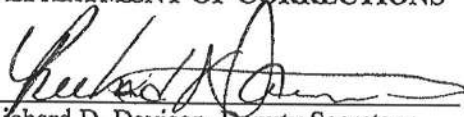
DISCRIMINATION

ADDENDUM E

Lease No.: 700:1051

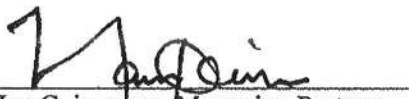
An entity who has been placed on the Discriminatory Vendor List may not submit a bid or proposal to provide goods or services to a public entity, may not submit a bid or proposal with a public entity for the construction or repair of a public building or public work, may not submit bids or proposals on leases of real property to a public entity, may not perform work as a contractor, supplier subcontractor or consultant under contract with any public entity and may not transact business with any public entity.

LESSEE:  
DEPARTMENT OF CORRECTIONS

  
Richard D. Davison, Deputy Secretary

Date: 10/30/09

LESSOR:  
LM IDEAL LLC.

  
Jay Geiserman, Managing Partner  
Marc

Date: 10.15.09





STATE OF FLORIDA  
DEPARTMENT OF MANAGEMENT SERVICES

ADDITIONAL LEASE TERMS

ADDENDUM F

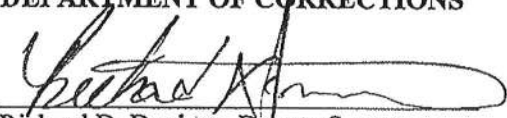
Lease No.: 700:1051

**INDOOR AIR QUALITY:** Lessor shall provide fresh air intake of 20 or more cubic feet per minute per person or as recommended by ASHRAE (the American Society of Heating, Refrigerating and Air Conditioning Engineers). Interior humidity's shall average 60% relative humidity. The building envelope shall be maintained to prevent moisture intrusion that may result in microbiological and fungal growth on surfaces, furnishings or interstitial spaces.

In the event a suspected air quality problem arises, the Lessee reserves the right to have the indoor air quality tested, at its own expense, by a certified industrial hygienist to determine the cause of the problem. After assessment, if test results indicate conclusively that a problem exists, the Lessor shall take immediate corrective action to remedy the situation and reimburse the agency for the costs of conducting such test(s). Any painting and construction shall be conducted under ventilating and occupancy conditions that will not result in indoor air quality complaints.

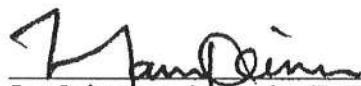
**HOURS OF OPERATION:** The space to be leased by the Department will be fully occupied during normal working hours from 7:30 a.m. to 5:30 p.m. Monday through Friday, excluding state holidays, Saturdays and Sundays, and may be fully or partially occupied during all other periods of time as necessary or as required at the sole discretion of the Department.

LESSEE:  
DEPARTMENT OF CORRECTIONS

  
Richard D. Davison, Deputy Secretary

Date: 10/30/09

LESSOR:  
LM IDEAL LLC.

  
Jay Geiserman, Managing Partner  
Marc

Date: 10.15.09



STATE OF FLORIDA  
DEPARTMENT OF MANAGEMENT SERVICES

FAILURE TO COMPLY

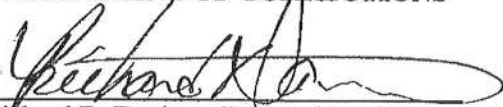
ADDENDUM G

Lease No.: 700:1051

In the event that Lessor fails to comply with any term or provision of this Lease after written notice, Lessee reserves the option to 1) setoff and deduct from the rental amount due Lessor under this lease such sums as Lessee determines are required to remedy the default of Lessor; 2) do whatever Lessor is obligated to do under the terms of this Lease; and Lessor agrees to reimburse Lessee on demand for any reasonable expenses which Lessee may incur in thus effecting compliance with Lessor's obligation under this Lease; and Lessee hereby covenants and agrees to use its best efforts to mitigate damages caused thereby; 3) terminate this Lease and vacate the premises, but without prejudice to any remedy which might otherwise be used by the Lessee for any breach of the Lessor's covenants contained herein; and/or 4) bring suit for damages against Lessor for any expense (including reasonable attorney's fees) Lessee may incur by reason of a delay in the Commencement Date of this Lease, except for any such delay caused solely by any delay, default or omission of Lessee.

Lessee is required to give Lessor written notice setting forth in reasonable detail the nature and extent of such failure and Lessor will be given thirty (30) days to cure such failure. If such failure cannot reasonably be cured within such thirty (30) day period, the length of such period shall be extended for the period reasonably required therefor, if Lessor commences curing such failure within such thirty (30) day period and continues the curing thereof with reasonable diligence and continuity. Reason for setoff of amounts due under this Lease shall include, but are not limited to, remedying heating and air conditioning equipment and roofing deficiencies. Each occasion of setoff of rental amounts due under this Lease shall be contingent upon the prior approval of Lessee's legal counsel.

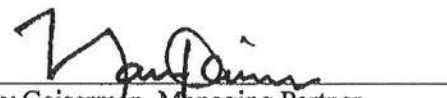
LESSEE:  
DEPARTMENT OF CORRECTIONS

  
Richard D. Davison, Deputy Secretary

Date:

10/30/09

LESSOR:  
LM IDEAL LLC.

  
Jay Geiserman, Managing Partner  
Marc

Date:

10.15.09

(SEAL)



STATE OF FLORIDA  
DEPARTMENT OF MANAGEMENT SERVICES

PUBLIC HURRICANE EVACUATION SHELTER

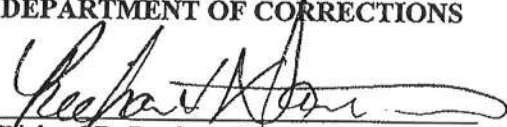
ADDENDUM H

Lease No.: 700:1051

Pursuant to Section 252.385 (4)(b), F.S., facilities that are solely occupied by state agencies and have at least 2,000 square feet of net rentable space in a single room or a combination of rooms each having a minimum of 400 square feet may be required to serve as a public hurricane evacuation shelter at the request of the local emergency management agencies.

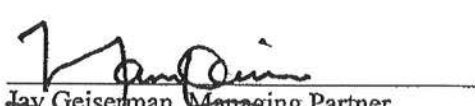
It is hereby agreed and understood that in the event the facility being leased is selected for use as an emergency shelter the lessor, upon receiving notice from the Emergency Management Center, shall make the building available as a public hurricane evacuation shelter.

LESSEE:  
DEPARTMENT OF CORRECTIONS

  
Richard D. Davison, Deputy Secretary

Date: 10/30/09

LESSOR:  
LM IDEAL LLC.

  
Jay Geiselman, Managing Partner  
*Mac*

Date: 10.15.09