Memorandum

MIAMI-DADE COUNTY

Date: April 7, 2009

To: Honorable Chairman Dennis C. Moss
and Members, Board of County Commissioners

Agenda Item No. 8(F)(1)(F)

From: George M. Burgess
County Manager

Subject: Lease Agreement and Assignment of Lease Agreement at 2246, 2264, 2266 and 2268 N.W. 82 Avenue, Building 5202, Miami, for the State of Florida Department of Health, Miami-Dade County Health Department
Property # 3034-09-00

RECOMMENDATION

It is recommended that the Board approve the attached resolution authorizing execution of the Lease Agreement and Assignment of Lease Agreement located at 2246, 2264, 2266 and 2268 N.W. 82 Avenue, Building 5202, Miami, with AOA Flexx, LLC, a Delaware Limited Liability Company, By: Adler Office Associates, Ltd., a Florida limited partnership its managing member, By: Adler Office Associates, Inc., a Florida corporation its general partner, for the State of Florida Department of Health, as the Miami-Dade County Health Department. The attached Lease Agreement and Assignment of Lease Agreement has been prepared by the General Services Administration at the request of the State of Florida Department of Health.

PROPERTY:	2246, 2264, 2266 and 2268 N.W. 82 Avenue, Building 5202, Miami
COMMISSION DISTRICT:	12
COMMISSION DISTRICTS IMPACTED:	Countywide
OWNER:	AOA Flexx, LLC, a Delaware Limited Liability Company, By: Adler Office Associates, Ltd., a Florida limited partnership its managing member, By: Adler Office Associates, Inc., a Florida corporation its general partner.
COMPANY PRINCIPALS:	General Partner: Adler Office Associates, Inc., a Florida corporation

Officers of Adler Office Associates, Inc.:

Michael M. Adler	-	President and Director
Matthew L. Adler	-	Executive Vice-President and Treasurer
Brett W. Harris	-	Executive Vice President
Linda K. Adler	-	Secretary

OWNER'S TRACT RECORD: The County has no record of negative performance issues with AOA Flexx, LLC, a Delaware Limited Liability Company, By: Adler Office Associates, Ltd., a Florida limited partnership its managing member, By: Adler Office Associates, Inc., a Florida corporation, its general partner.

USE: 6,800 square feet of air-conditioned office and warehouse space, together with open parking in common with other tenants.

JUSTIFICATION: The State of Florida Department of Health, Miami-Dade County Health Department has a need to continue utilizing this facility for administrative office and warehouse space. The program has been at this location since 2003.

LEASE TERM: Five years with two additional three-year renewal option periods.

EFFECTIVE DATES: Commencing upon approval by the Board of County Commissioners and terminating five years thereafter.

RENTAL RATE: Annual base rent for the first lease year of the initial term is $74,799.96, which is equal to $11.00 per square foot. The annual rent for the second through fifth lease years of the initial lease term, as well as the renewal option period, will increase by four percent (4%) each year over the prior's year's base rent.

FINANCIAL IMPACT: No County funds will be utilized. The total financial impact to the State of Florida Miami-Dade Health Department for the first lease year is estimated to be $90,591.95, which is comprised of the following:

First Year Occupancy Cost:

	Total Dollars	PSF
Annual Rent	$ 74,799.96	$ 11.00
Direct Expense:		
Electric	$ 6,800.00	$ 1.00
Waste Removal Fee	$ 900.00	$ .13
Janitorial & Custodial	$ 5,100.00	$ .75
Total Rental Rate	$ 87,599.96	$ 12.88
Indirect Expense:		
Lease Management Fee (4%)	$ 2,991.99	
Total Cost to the State, first year:	**$ 90,591.95**	

LEASE CONDITIONS:

The Landlord is responsible for water and waste disposal services, exterior of the building, plumbing and electrical lines, security services for grounds and parking areas, fire equipment, roof and roof leaks, all common areas, parking lot, and landscaping. The Tenant shall be responsible for the electricity, interior janitorial and custodial services and the air-conditioning maintenance after the first 120 days from the commencement date of the lease agreement. The Tenant shall reimburse Landlord $900.00 per year for waste removal fees. Commencing on the second year, the Tenant is also responsible for its pro-rata share of Common Area Maintenance increases over base year 2009.

CANCELLATION PROVISION:

The County may cancel the lease agreement, or any portion thereof, at any time after the first 12 months of the initial term, by giving Landlord one hundred twenty (120) days prior written notice.

FUNDING SOURCE:

State Funds. This item has been budgeted by the State of Florida Department of Health, Miami-Dade County Health Department.

COMMENTS:

State law and administrative procedure permits the State of Florida, Department of Health, Miami-Dade County Health Department to lease space through Miami-Dade County. No County programs will operate from this leased location and no County funds will be expended for this program.

The resolution also assigns the lease agreement to the State of Florida Department of Health, Miami-Dade County Health Department in order to transfer all legal and financial responsibility to the Florida Department of Health.

CURRENT LEASE:

The current lease agreement was approved by the Board on November 4, 2003 by Resolution number R-1231-03. The lease commenced on December 10, 2003 for three years with one additional two-year renewal option period. The current annual rental amount is $47,804.04 or $7.03 per square foot plus prorated share of any increases of Common Area Maintenance (CAM) above the base year 2004. The current annual CAM rental amount is $20,054.52 or $2.95 per square foot.

The lease expired on December 9, 2008. The processing of the new lease agreement was delayed due to the corporate name change and language changes within the body of the lease agreement being processed by the new owner. However, the lease contains a holdover provision, which allows the lease to remain in effect on a month-to-month basis until the new lease is approved by the Board.

OTHERS PROPERTIES EVALUATED:	7270 N.W. 12 Street, Miami - $20.00 per square foot plus utilities, common area maintenance charges and relocation costs.
	8861 N.W. 18 Terrace, Miami - $13.00 per square foot plus utilities, common area maintenance charges and relocation costs.
	10900 N.W. 21 Street, Miami - $12.91 per square foot plus utilities, common area maintenance, operating expenses and relocation costs.
MONITOR:	Linda Weber, Real Estate Officer
DELEGATED AUTHORITY:	Authorizes the County Mayor or County Mayor's designee to execute the lease agreement and assignment of lease agreement, exercise the cancellation provision, and the two additional three-year renewal option periods.

Wendi J. Norris
Director
General Services Administration

MEMORANDUM
(Revised)

TO: Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners

DATE: April 7, 2009

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

SUBJECT: Agenda Item No. 8(F)(1)(F)

Please note any items checked.

_____ **"4-Day Rule" ("3-Day Rule" for committees) applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Bid waiver requiring County Mayor's written recommendation**

_____ **Ordinance creating a new board requires detailed County Manager's report for public hearing**

✓ **Housekeeping item (no policy decision required)**

_____ **No committee review**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(F)(1)(F)
4-7-09

RESOLUTION NO. _____

RESOLUTION AUTHORIZING EXECUTION OF A LEASE AGREEMENT AND ASSIGNMENT OF LEASE AGREEMENT AT 2246, 2264, 2266 AND 2268 N.W. 82 AVENUE, BUILDING 5202, MIAMI, WITH AOA FLEXX, LLC, A DELAWARE LIMITED LIABILITY COMPANY, BY: ADLER OFFICE ASSOCIATES, LTD., A FLORIDA LIMITED PARTNERSHIP ITS' MANAGING MEMBER, BY: ADLER OFFICE ASSOCIATES, INC., A FLORIDA CORPORATION, ITS' GENERAL PARTNER, FOR PREMISES TO BE UTILIZED BY THE STATE OF FLORIDA DEPARTMENT OF HEALTH, MIAMI-DADE COUNTY HEALTH DEPARTMENT FOR ADMINISTRATIVE OFFICES AND WAREHOUSE SPACE WITH TOTAL FISCAL IMPACT TO THE STATE OF FLORIDA DEPARTMENT OF HEALTH NOT TO EXCEED $1,258,116.59 FOR THE TERM OF THE LEASE INCLUDING OPTION RENEWAL TERMS; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE ANY AND ALL OTHER RIGHTS CONFERRED THEREIN

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA that this Board hereby approves the Lease Agreement and Assignment of Lease Agreement between Miami-Dade County and AOA FLEXX, LLC, a Delaware limited liability company, By: Adler Office Associates, Ltd., a Florida limited partnership its' managing member; By: Adler Office Associates, Inc., a Florida corporation, its' general partner, for premises to be utilized by the State of Florida Department of Health, Miami-Dade County Health Department for its' administrative offices, with total fiscal impact to the State of Florida Department of Health, Miami-Dade County Health Department not to exceed

$1,258,116.59 for the term of the Lease including option renewal terms in substantially the form attached hereto and made a part hereof; authorizes the County Mayor or County Mayor's designee to execute same for and on behalf of Miami-Dade County; and authorizes the County Mayor or County Mayor's designee to exercise any and all other rights conferred therein.

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

Dennis C. Moss, Chairman
Jose "Pepe" Diaz, Vice-Chairman

Bruno A. Barreiro	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Barbara J. Jordan	Joe A. Martinez
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 7th day of April, 2009. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency. JRA

Juliette R. Antoine

LEASE AGREEMENT

THIS AGREEMENT made on the day of , 2009, by and between AOA FLEXX, LLC, a Delaware limited liability company By: Adler Office Associates, Ltd., a Florida limited partnership, its managing member, By: Adler Office Associates, Inc., a Florida corporation its general partner, hereinafter called the 'LANDLORD," and MIAMI-DADE COUNTY, a political subdivision of the State of Florida, hereinafter called the "TENANT,"

WITNESSETH:

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

> 6,800 square feet of air-conditioned and heated office and warehouse space located at 2246, 2264, 2266 and 2268 N.W. 82 Avenue, Building 5202, Miami, together with parking in common with other tenants. (See Exhibit "A" attached hereto and made a part thereof).

TO HAVE AND TO HOLD unto the said TENANT for a term of five (5) years, commencing upon the passage of the resolution of the Miami-Dade County Board of County Commissioners (the "Board") approving this Lease Agreement (the "Effective Date"), and terminating five years thereafter. The annual rental for the Demised Premises shall be Seventy-Four Thousand Seven Hundred Ninety-Nine Dollars and 96/100 ($74,799.96) for the first lease year, payable in twelve (12) equal monthly installments of Six Thousand Two Hundred Thirty-Three Dollars and 33/100 ($6,233.33), payable on the twenty-third day of every month to Adler Office Associates, Ltd., 1200 N.W. 78 Avenue, Suite 109, Miami, Florida 33126 or at such other place and to such other person as LANDLORD may from time to time designate in writing, as set forth herein. The second through the fifth lease year, the annual rental shall be:

		Annual Rent	Monthly Rent
2nd Year	-	$77,791.92	$6,482.66
3rd Year	-	$80,903.52	$6,741.96
4th Year	-	$84,139.56	$7,011.63
5th Year	-	$87,505.08	$7,292.09

Property # 3034-09-00

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

ARTICLE I
USE OF DEMISED PREMISES

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

ARTICLE II
CONDITION OF DEMISED PREMISES

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

ARTICLE III
UTILITIES

LANDLORD, during the term hereof, shall pay all charges for water and waste disposal services used by TENANT. TENANT during the term hereof, shall pay for electricity used by TENANT.

~~TENANT during the term hereof, shall reimburse the LANDLORD for a monthly waste removal~~ fee of $75.00.

ARTICLE IV
MAINTENANCE

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

Plumbing and electrical lines, fixtures, and equipment;
Trash and refuse disposal;
Air-conditioning and heating equipment for the first 120 days from the commencement date;

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After the initial 120 days, TENANT shall then become responsible for said maintenance and equipment repairs on the air-conditioning and heating equipment only;
Roof and roof leaks and all other structural elements of the building;
Security Services for grounds and parking areas;
All common areas, parking lot and landscaping;
Windows, doors, and frames;
Fire equipment, including inspection as required by applicable fire codes.
Electrical, mechanical, utility and plumbing systems servicing the Demised Premises;

LANDLORD, at its sole cost and expense, shall perform or cause to be performed in the Demised Premises during the term of this Lease Agreement (except for Saturdays, Sundays, and holidays) after 5:00 p.m. the aforementioned maintenance.

Upon the failure of LANDLORD to effect repairs or perform the above-stated services pursuant to this Lease Agreement after fifteen (15) days' written notification to do so by TENANT, TENANT may cause the repairs to be made and deduct their cost from the rental payments due and to become due until in each instance TENANT has fully recovered such costs in accordance with audited costs of repair furnished by TENANT to LANDLORD. In the event of an emergency, TENANT after proper notification to the LANDLORD and failure of the LANDLORD to take immediate action, may perform repairs that are the LANDLORD's responsibility and receive a credit against rental payments or a cash reimbursement from LANDLORD for the actual costs thereof. During the term of this Lease Agreement or any renewal thereof, if in TENANT's reasonable judgment a condition exists with respect to any matter in which the LANDLORD is obligated to maintain, that which adversely affects TENANT's operations, and after proper notice, LANDLORD fails to repair same as required, TENANT may make such repairs and deduct the cost thereof from rental payments or any other amounts due to LANDLORD hereunder. All of the aforesaid repairs shall be made with reasonable diligence and in a good and workmanlike manner. TENANT is responsible for the interior of the Demised Premises.

ARTICLE V
JANITORIAL AND CUSTODIAL SERVICES

TENANT, at its sole cost and expense, shall perform or cause to be performed in the Demised Premises, on a daily basis during the term of this Lease Agreement (except for Saturdays, Sundays and holidays) after 5:00 p.m., the maintenance and janitorial services with respect to the Demised Premises.

ARTICLE VI
ALTERATIONS BY TENANT

TENANT may not make any alterations, additions, or improvements in or to the Demised Premises without the written consent of LANDLORD. All additions, fixtures, or improvements (except but not limited to store and office furniture and fixtures which are readily removable without injury to the Demised Premises) shall be and remain a part of the Demised Premises at the expiration of this Lease Agreement. Subject to the above, removable partitions installed by TENANT within the Demised Premises shall remain TENANT's property and may be removed by TENANT upon the expiration of the Lease Agreement or any renewal or cancellation thereof.

ARTICLE VII
DESTRUCTION OF DEMISED PREMISES

In the event the Demised Premises should be destroyed or so damaged by fire, windstorm, or other casualty to the extent that the Demised Premises are rendered untenantable or unfit for the purpose of TENANT, LANDLORD shall have ninety (90) days to make Demised Premises tenantable, otherwise either party may cancel this Lease Agreement by the giving of written notice to the other; however, if neither party shall exercise the foregoing right of cancellation within ninety (90) days after the date of such destruction or damage, LANDLORD shall cause the building and Demised Premises to be repaired and placed in good condition as soon as practical thereafter. In the event of cancellation, TENANT shall be liable for rents only until the date of such fire, windstorm, or other casualty. In the event of partial destruction which shall not render the Demised Premises wholly untenantable the rents shall be proportionately abated in accordance with the extent to which TENANT shall be deprived of use and occupancy. TENANT shall not be liable to LANDLORD for such rents as may be due during such period of time as the Demised Premises shall be totally untenantable by reason of fire, windstorm, or other casualty.

ARTICLE VIII
DISABLED INDIVIDUALS

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

LANDLORD further warrants that the Demised Premises and access thereto, including but not limited to rest rooms, hallways, entryways to the street, and accessible parking, if parking is provided under the Lease Agreement, shall be in compliance with the accessibility standards for government programs contained in the ADA and all requirements of Section 553.501 et seq. of the Florida Statutes LANDLORD covenants and agrees that the Demised Premises and access thereto shall at all times be maintained in accordance with the requirements of Section 255.21 of the Florida Statutes at LANDLORD's cost and expense, except where changes are required as a result of TENANT's change in program or work force.

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

LANDLORD recognizes and agrees that throughout the term of the Lease Agreement, TENANT may in its discretion change its employees or programs which operate from the Demised Premises. LANDLORD agrees that TENANT may, at TENANT's expense and subject to LANDLORD's prior reasonable approval, make such changes to the Demised Premises or the access thereto as may be required by TENANT to accommodate disabled individuals or to provide program accessibility in connection with any such change in TENANT's programs or work force.

ARTICLE IX
NO LIABILITY FOR PERSONAL PROPERTY

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

ARTICLE X
SIGNS

Interior and/or exterior signs will be of the design and form of letter to be first approved by LANDLORD, the cost of painting to be paid by TENANT. All signs shall be removed by TENANT at termination of this Lease Agreement and any damage or unsightly condition caused to building because of or due to said signs shall be satisfactorily corrected or repaired by TENANT.

ARTICLE XI
LANDLORD'S RIGHT OF ENTRY

LANDLORD or any of its agents shall have the right to enter said Demised Premises during all reasonable working hours, upon the giving of twenty-four (24) hours' prior notice, unless an emergency exists, to examine the same or to make such repairs, additions, or alterations as may be deemed necessary for the safety, comfort, or preservation thereof of said building or to exhibit said Demised Premises and to put or keep upon the doors or windows thereof a notice "FOR RENT" at any time within thirty (30) days before the expiration of this Lease Agreement.

ARTICLE XII
LIABILITY FOR DAMAGE OR INJURY

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

ARTICLE XIII
PEACEFUL POSSESSION

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

ARTICLE XIV
SURRENDER OF DEMISED PREMISES

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

ARTICLE XV
INDEMNIFICATION AND HOLD HARMLESS

TENANT does hereby agree to indemnify and hold harmless the LANDLORD to the extent and within the limitations of Section 768.28, Florida Statutes, subject to the provisions of that Statute whereby the TENANT shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of $100,000, or any claim or judgments or portions thereof, which, when totaled with all other occurrence, exceeds the sum of $200,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise solely as a result of the negligence of the TENANT. However, nothing herein shall be deemed to indemnify the LANDLORD from any liability or claim arising out of the negligent performance or failure of performance of the LANDLORD or any unrelated third party.

ARTICLE XVI
SUCCESSORS IN INTEREST

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

ARTICLE XVII
ASSIGNMENT BY LANDLORD

If the interests of LANDLORD under this Lease Agreement shall be transferred voluntarily or by reason of foreclosure or other proceedings for enforcement of any mortgage on the Demised Premises, TENANT shall be bound to such transferee (herein sometimes called the "Purchaser") for the balance of the term hereof remaining, and any extension or renewals thereof which may be effected in accordance with the terms and provisions hereof, with the same force and effect as if the Purchaser were the LANDLORD under this Lease Agreement, and TENANT does hereby agree to attorn to the Purchaser, including the Mortgagee under any such mortgage if it be the Purchaser, as its LANDLORD, said attornment to be effective and self-operative without the execution of any further instruments upon the Purchaser succeeding to the interest of the LANDLORD under this Lease Agreement. The respective rights and obligations of TENANT and the Purchaser upon such attornment, to the extent of the then remaining balance of the term of this Lease Agreement and any such extensions and renewals, shall be and are the same as those set forth herein. In the event of such transfer of LANDLORD's interests, LANDLORD shall be released and relieved from all liabilities and responsibility to TENANT thereafter accruing under this Lease Agreement or otherwise and LANDLORD's successor by acceptance of rent from TENANT hereunder shall become liable and responsible to TENANT in respect to all obligations of the LANDLORD under this Lease Agreement.

ARTICLE XVIII
ASSIGNMENT AND CONSENT TO THE STATE OF FLORIDA DEPARTMENT OF HEALTH

LANDLORD agrees to the assignment and delegation of all rights, duties and responsibilities of the Lease to the Florida Department of Health, Miami-Dade County Health Department. Pursuant to Florida Statutes, Section 255.2502, the State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

Except as provided for herein, TENANT shall not assign this Lease Agreement or any part thereof or sublet all or any part of the premises without prior written consent of LANDLORD, which shall not be

unreasonably withheld. Any assignment or subletting consented to by LANDLORD shall be evidenced in writing in a form acceptable to LANDLORD.

ARTICLE XIX
NON-DISTURBANCE

The Lease Agreement shall be subordinate and subject to all ground or underlying leases and mortgages covering the fee of the property, or which at any time thereafter affect the property, and to all renewals, modifications, or replacements thereof; provided, however, that with respect to any ground lease agreement, underlying lease agreement, or mortgage subsequent to the date of this Lease Agreement, such subordination shall not be effective unless and until landlord shall obtain from any and all such ground lessors, underlying lessors, and/or lenders a written agreement with tenant wherein any and all such ground lessors, underlying lessors, and/or lenders shall agree that the Lease Agreement shall not be divested or in any way affected by foreclosure, other default proceedings, or other succession in interest by or under any ground lease agreement, lease agreement mortgage, or obligation secured thereby, so long as tenant complies with the terms, conditions, and covenants of this Lease Agreement and performs its obligations under this Lease Agreement (said agreement being referred to herein as a "Non-Disturbance Agreement"). If LANDLORD shall so fail to obtain a Non-Disturbance Agreement from any ground lessor, holder of any mortgage, or underlying lessor, then the parties recognize that this Lease Agreement shall be and remain superior to any such ground lease agreement, underlying lease agreement, and/or mortgage entered into or executed subsequent to the date of this Lease Agreement. Further, with respect to any and all existing ground lease agreement, underlying lease agreement, and/or mortgage, prior to the commencement of the construction of LANDLORD's WORK, LANDLORD shall obtain from any and all ground lessors, underlying lessors, and/or lenders a Non-Disturbance Agreement. LANDLORD and TENANT agree that the terms, conditions, and covenants contained here in shall not be altered or affected by any subsequent change in ownership of the Property by reason of foreclosure, conveyance, or otherwise. Any document purporting to transfer ownership in the Property, whether presently in existence or not, shall be subordinate

to this Agreement, and subject to the terms, obligations, and covenants herein. In the event that a change of ownership in the Property results in any additional costs to TENANT by material alteration of the terms of this Agreement, LANDLORD agrees to indemnify TENANT for such costs.

ARTICLE XX
OPTION TO RENEW

Provided this Lease Agreement is not otherwise in default, TENANT, through its County Mayor or County Mayor's designee, is hereby granted the option to extend this Lease Agreement for two (2) additional three (3) year renewal option periods upon the same terms and conditions except that the annual rent shall be increased by four percent (4%) each year of the renewal option period and by giving LANDLORD notice in writing at least one hundred twenty (120) days prior to the expiration of this Lease Agreement or any extension thereof. Should TENANT neglect to exercise any extension option by the date specified above, TENANT's right to exercise shall not expire until thirty (30) business days after notice from LANDLORD of TENANT's failure to exercise the option.

ARTICLE XXI
ADDITIONAL RENT

Common Area Maintenance: Commencing with the second lease year and throughout the term of this Lease Agreement, the TENANT will pay to the LANDLORD, in addition to the rental otherwise specified herein, and due as additional rent their prorated share of any increase of Common Area Maintenance expenses above the Base Year 2009. The fee for each of the subsequent years will be based on estimated operating expenses to be submitted by the LANLORD to the TENANT. The term "Common Area Maintenance" shall mean the total cost and expenses increased in connection with the management, operation, insuring, preventive corrective maintenance and repair of the building. The implementation and costs for which shall be at the sole discretion of Landlord, whether paid to employees of Landlord or parties engaged by Landlord, including without limitation: landscaping building repairs, line painting, building painting, property maintenance allocations, lift stations, administration of water and sewer facilities, personal property and real estate taxes, bumpering and top coating; lighting fixture repair or replacement; fire; sprinkler systems inspection and maintenance; inspections; electricity; sanitary control; rental of machinery or equipment used in such maintenance; administration of capital reserves

and ADA compliance requirements; The cost of personnel to implement such services (including social security, unemployment and disability insurance); Property owner association fees assessed to the Building and General Liability insurance as well as any other insurances deemed necessary by the LANLORD.

At the TENANT's request, the LANLORD shall furnish the TENANT a statement and subject to an audit by the TENANT or TENANT's representative of the actual project's "Common Area Maintenance" operating expenses, there shall be an adjustment between the LANDLORD and the TENANT with payment or repayment by the Landlord as the case may require, to the end that the LANDLORD shall receive the entire amount of the TENANT's annual share for such period or, at the LANDLORD's option, any overpayment by the TENANT shall be credited on account or the next succeeding payment by the TENANT of such expenses.

ARTICLE XXII
CANCELLATION

TENANT, through its County Mayor or County Mayor's designee, shall have the right to terminate this Lease Agreement, or any portion thereof, at any time after the first twelve months of the initial term, by giving LANDLORD at least one hundred twenty (120) days' written notice prior to its effective date.

ARTICLE XXIII
IMPROVEMENTS OF THE DEMISED PREMISES

A. LANDLORD'S WORK: Subject to the terms, conditions, and covenants of this Lease Agreement, LANDLORD, at its expense, shall complete and prepare the Demised Premises for TENANT's use in good workmanlike, and timely manner:

1. Repair A/C systems that leak in the following suites: 2246, 2266, 2268 N.W. 82 Avenue.
2. Add an additional trap in the restroom of Suite 2246 N.W. 82 Avenue to separate the lines that run from the sink and the toilet.
3. Repair A/C Thermostat not working to full capacity and improve duct work to stop A/C leaks within Suite 2268 N.W. 82 Avenue.
4. Warehouse rollup doors need weather striping to seal out water from the warehouse areas to prevent water intrusion and flood conditions within the warehouse areas of suites 2266 and 2268 N.W. 82 Avenue.

B. LANDLORD shall substantially complete all work and improvements as set forth in this Article XXIII within sixty (60) calendar days after Board approval. Improvements to the Demised Premises shall be deemed substantially completed when all work is done in accordance with this Article XXIII notwithstanding the necessity to correct, adjust, or complete certain items.

ARTICLE XXIV
NOTICES

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

TENANT:
Real Estate Section
Real Estate Development Division
General Services Administration
111 NW First Street, Suite 2460
Miami, Florida 33128

LANDLORD:
AOA Flexx, LLC
1400 N.W. 107 Avenue, 5th Floor
Miami, Florida 33172

Copy To:
Adler Office Associates, Ltd.
1200 N.W. 78 Avenue
Suite 109
Miami, Florida 33126

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

ARTICLE XXV
ENVIRONMENTAL QUALITY

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

A. INDOOR AIR QUALITY. LANDLORD shall at all times maintain the Heating, Ventilating, and Air Conditioning System (HVAC) and shall perform at least the minimum periodic preventive maintenance on the HVAC system equipment as specified in the attached Exhibit "HVAC System Preventive Maintenance For Leased Space" applicable to the TENANT premises.

B. WATER QUALITY. LANDLORD shall, prior to occupancy by TENANT and following any buildout, changes, or repairs by LANDLORD involving the plumbing system, have the drinking water sampled and tested for lead by a recognized Testing Laboratory. Results of such tests shall not exceed the EPA standard for lead in drinking water of 15 PPB. The drinking water test shall be paid for by the LANDLORD and the original test results shall be furnished to the TENANT.

C. NOTICE OF PEST MANAGEMENT OPERATIONS. The use of pesticide sprays or dusts in the Demised Premises as part of pest control services shall only be used in places of infestation as demonstrated by sticky traps or other such devices observed by TENANT but never as a preventative measure. Such spot sprays or dusts shall be only after normal working hours to allow for ventilation before TENANT employees re-enter the TENANT premises. TENANT encourages LANDLORD to employ the use of traps, baits, or portable vacuums before resorting to pesticide sprays or dusts. LANDLORD shall give TENANT twenty-four (24) hours' notice prior to commencement of pest control services that include sprays or dusts with any kind of pesticide or other chemicals. LANDLORD shall provide reasonable assurance that any and all such chemicals are being handled in accordance with the Material Safety Data Sheet (MSDS) provided by their manufacturer.

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

ARTICLE XXVI
WAIVER OF LANDLORD'S LIEN

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

ARTICLE XXVII
FORCE MAJEURE

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

ARTICLE XXVIII
LANDLORD'S DEFAULT

It shall constitute a default of this Lease Agreement by LANDLORD if, except as otherwise provided in this Lease Agreement, LANDLORD fails to observe or perform any of the covenants, conditions, or provisions of this Lease Agreement to be observed or performed by LANDLORD, where such failure shall continue for a period of thirty (30) days after written notice thereof from TENANT to LANDLORD; provided, however, that if the nature of LANDLORD's non-compliance is such that more than thirty (30) days are reasonably required for its cure, then LANDLORD shall not be deemed to be in default if LANDLORD commenced such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion. In the event of any such default by LANDLORD, TENANT may at

any time thereafter bring an action for damages, termination and/or injunctive relief (it being recognized that in such event TENANT is irreparably harmed for which there is no adequate remedy at law). No remedy of TENANT provided for in the Lease Agreement shall be considered to exclude or suspend any other remedy provided for herein, but the same shall be cumulative and in addition to TENANT's remedies at law or in equity.

ARTICLE XXIX
WAIVER

If, under the provisions hereof, LANDLORD or TENANT shall institute proceedings and a compromise or settlement thereof shall be made, the same shall not constitute a waiver of any covenant herein contained nor of any of LANDLORD's or TENANT's rights hereunder, unless expressly stated in such settlement agreement. No waiver by LANDLORD or TENANT of any provision hereof shall be deemed to have been made unless expressed in writing and signed by both parties. No waiver by LANDLORD or TENANT of any breach of covenant, condition, or agreement herein contained shall operate as a waiver of such covenant, condition, or agreement itself, or of any subsequent breach thereof. No payment by TENANT or receipt by LANDLORD of lesser amount than the monthly installments of rent (or additional rent obligations stipulated) shall be deemed to be other than on account of the earliest stipulated rent nor shall any endorsement or statement on any check or letter accompanying a check for payment of rent or any other amounts owed to LANDLORD be deemed an accord and satisfaction and LANDLORD may accept such check or payment without prejudice to or waiver of LANDLORD's right to recover the balance of such rent or other amount owed or to pursue any other remedy provided in this Lease Agreement. No reentry by LANDLORD and no acceptance by LANDLORD of keys from TENANT shall be considered an acceptance of a surrender of this Lease Agreement.

ARTICLE XXX
DEFAULT OF TENANT

If TENANT shall fail to pay any monthly installment or item of rent on the date when the same becomes due or shall violate or fail to perform any of the other conditions, covenants, or agreements herein made by TENANT, and if such violation or failure continues for a period of thirty (30) days after written notice thereof to TENANT by LANDLORD, except for failure to pay rent, which shall have a fifteen (15) day period for cure after written notice thereof to TENANT by LANDLORD, and further, if TENANT shall be diligently attempting to cure such failure to perform any other conditions, covenants, or agreements, the time to cure such failure shall be extended for so long as TENANT shall diligently prosecute such cure, then LANDLORD may proceed with any remedy available at law or in equity in that State of Florida or by such other proceedings, including reentry and possession, as may be applicable. All rights and remedies of LANDLORD under this Lease Agreement shall be cumulative and shall not be exclusive of any other rights and remedies provided to LANDLORD under applicable law. Nothing herein shall prohibit LANDLORD from taking immediate legal action, with or without notice, to protect the health, safety and welfare of the LANDLORD, the Project and TENANTs of the Project, other persons or entities in or about the Project or the general public. For purposes of this provision the Project shall be deemed Office Park at MICC.

ARTICLE XXXI
LANDLORD'S RIGHT TO REPAIR

LANDLORD shall have access to all air conditioning and heating equipment and to all other mechanical, electrical, plumbing and utility installations servicing the Building and the Demised Premises upon twenty-four (24) hours prior written notice to TENANT, except in the event of an emergency, in which case such notice shall be reasonable under the circumstances. At the election of TENANT, LANDLORD shall be accompanied by an employee of TENANT, except in the event of an emergency.

LANDLORD shall use its best efforts to minimize any interference to TENANT's usage of the Demised Premises during the exercise of any rights granted to LANDLORD herein. In the event that, because of the act or negligence of LANDLORD, its employees, agents, or contractors, LANDLORD shall fail to provide, or cause to be provided, to substantially all of the Demised Premises, air conditioning, plumbing (unless LANDLORD shall provide other facilities in the building), any elevator service or electricity for more then five (5) continuous business days, the rent shall equitably abate based on any substantial portion of the Demised Premises affected until the situation is corrected. Notwithstanding anything contrary to the above, any act caused by force majeure is not included herein.

ARTICLE XXXII
RADON GAS

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risk to persons who are exposed 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.

ARTICLE XXXIII
AMENDMENT

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

ARTICLE XXXIV
RULES AND REGULATIONS

TENANT agrees to abide by LANDLORD's rules and regulations ("Rules and Regulations") as Exhibit "B" attached hereto and made a part thereof.

ARTICLE XXXV
GOVERNING LAW

This Agreement, including any exhibits or amendments, if any, and all matters relating thereto (whether in contract, statute, tort or otherwise) shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any judical, administrative or other action to enforce or construe any term of this Agreement or arising from or relating to this Agreement shall lie exclusively in Miami, Florida.

ARTICLE XXXVI
ESTOPPEL CERTIFICATES

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

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

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

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

D. Stating the address to which notices to LANDLORD or TENANT, as the case may be, should be sent. Any such statement delivered pursuant thereto shall provide that such statement may be relied upon by LANDLORD or TENANT or any prospective purchaser or mortgagee or lessee or assignee

of the Property, or any part thereof or estate therein.

ARTICLE XXXVII
HOLDOVER

If TENANT, with LANDLORD's consent, remains in possession of the Demised Premises after expiration of the term and if LANDLORD and TENANT have not executed an expressed written agreement as to such holding over, then such occupancy shall be a tenancy from month to month at a monthly rental for the first month, after expiration of the term, equivalent to one hundred percent (100%) of the monthly rental in effect immediately prior to expiration, such payments to be made as herein provided. In the event of such holding over, all of the terms of the Lease Agreement including the payment of all charges owing hereunder other than rent shall remain in force and effect on said month to month basis.

ARTICLE XXXVIII
WRITTEN AGREEMENT

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

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

(CORPORATE SEAL)

AOA FLEXX, LLC, a Delaware limited liability company By: Adler Office Associates, Ltd., a Florida limited partnership, its managing member
By: Adler Office Associates, Inc., a Florida corporation its general partner

WITNESS

WITNESS

By: _____
Brett W. Harris, Authorized Signatory

(LANDLORD)

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

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

By: _____
Carlos Alvarez
County Mayor

(TENANT)

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

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EXHIBIT "A"

2246, 2264, 2266 and 2268
N.W. 82 AVENUE, MIAMI

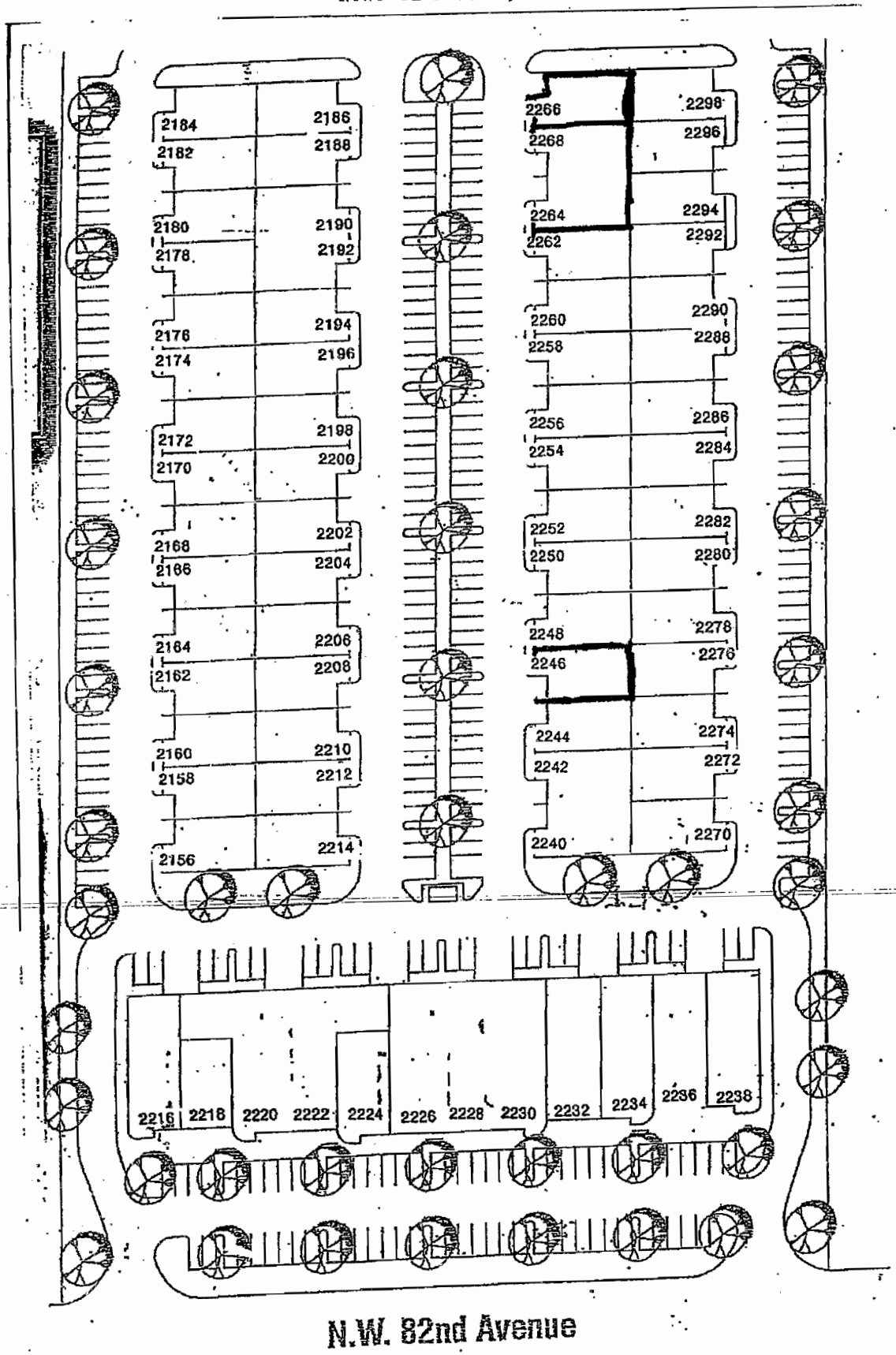

EXHIBIT B

RULES AND REGULATIONS

1. Sidewalks, doorways, vestibules, halls, stairways and similar areas shall not be obstructed by tenants or used for any purpose other than access to and from the leased premises and for going from one to another part of the building.

2. Plumbing fixtures and appliances shall be used only for purposes constructed, and no sweeping, rubbish, rags or other unsuitable material shall be thrown or placed within the premises. Any damage resulting from such misuse of the premises shall be paid by Tenant, and Landlord shall not in any case be responsible for such.

3. No signs, advertisements or notices shall be painted or affixed on or to any windows or doors or other part of the building, except of such color, size and style and in such places as shall be first approved in writing by Landlord. No nails, hooks or screws shall be driven or inserted in any part of the building, after Tenant's improvements are completed, except by the building maintenance personnel; nor shall any part of the building be defaced by tenants.

4. A directory will be placed by Landlord, at its expense, in a conspicuous place in the building. No other directories will be permitted, unless previously authorized by Landlord in writing.

5. Tenants shall not do, or permit anything to be done, in or about the building, or bring or keep anything there, that will in any way increase the rate of fire or other insurance on the building, or on property kept there, or obstruct or interfere with the rights of, or otherwise injure or annoy other tenants, or do anything in conflict with the valid pertinent laws, rules or regulations of Landlord or any governmental authority.

6. Tenant shall notify the building manager when safes or other heavy equipment are to be taken in or out of the building and the moving shall be done under the supervision of the building manager, after written permission from the Landlord. Persons employed to move such property must be acceptable to Landlord.

7. Tenants 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.

8. 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.

9. No machinery of any kind (other than normal office equipment) shall be operated on leased premises without the prior written consent of Landlord, who may condition such consent upon the payment by Tenant of additional rent as compensation for excess consumption of water or electricity, or both, occasioned by the operation of the machinery; nor shall Tenant use or keep in the building any inflammable or explosive fluid or substance, or any illuminating material, except candles.

10. Movement in or out of the building of furniture or office equipment, or dispatch or receipt by tenant of any merchandise or materials which requires use of elevators or stairways, or movement through building entrances, such as the lobby, shall be restricted to hours designated by Landlord. All such movement shall be under supervision of the building manager, by prearrangement. Such prearrangement must be initiated by Tenant and will be by determination of Landlord 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. Tenant is to assume all risks of damage to articles moved and injury to persons or public engaged or not engaged in such movement, including equipment, property and personnel of Landlord, if damaged or injured as a result of acts in connection with providing this service to Tenant, from time of the beginning through the completion of the moving or delivery; and Landlord 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 connections with such.

11. No draperies, shutters, or other window coverings shall be installed on exterior windows, walls or doors facing public corridors without Landlord's prior written approval. Landlord shall have the right to require installation and use of uniform coverings.

12. No portion of Tenant's area or any other part of the building shall at any time be used or occupied as sleeping or lodging quarters.

13. Landlord will not be responsible for lost or stolen property, equipment, money, or jewelry from Tenant's area or public rooms, regardless of whether such loss occurs when the area is locked against entry.

14. Landlord reserves the right to rescind any of these Rules and make such other further reasonable rules and regulations that Landlord shall from time to time believe conducive to the safety, protection, care and cleanliness of the building, its operation, the preservation of good order, and the protection and comfort of its tenants, their agents, employees and invitees, which Rules, when made and notice of them given to Tenant, shall be binding upon Tenant as if originally prescribed.

15. Tenant shall not commit, perform or do any of the following in or outside of the Leased Premises, parking areas or other common areas: wash, wax or repair vehicles; store or keep any boats, recreational vehicles, trailers, inoperable or unregistered vehicles; leave vehicle(s) in any parking area of the Property for an extended period of time.