Memorandum

MIAMI-DADE COUNTY

Date: February 1, 2011

To: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

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

From: George M. Burgess
County Manager

Subject: Lease Agreement and Assignment of Lease Agreement for property located at 2200 N.W. 82 Avenue, Building 5202, Doral, for the State of Florida Department of Health, Miami-Dade County Health Department
Property # 3034-00-00

RECOMMENDATION

It is recommended that the Board approve the attached resolution authorizing execution of the Lease Agreement and Assignment of Lease Agreement for property located at 2200 N.W. 82 Avenue, Building 5202, Doral, with AOA Flexx, LLC, a Delaware Limited Liability Company, for space to be occupied by the State of Florida Department of Health, Miami-Dade County Health Department. The attached Lease Agreement and Assignment of Lease Agreement was prepared by General Services Administration at the request of the State of Florida Department of Health.

PROPERTY:	2200 N.W. 82 Avenue, Building 5202, Doral
COMMISSION DISTRICT:	12
COMMISSION DISTRICTS IMPACTED:	Countywide
OWNER:	AOA Flexx, LLC a Delaware Limited Liability Company
COMPANY PRINCIPALS:	Michael Adler, President Mathew Adler, Executive Vice President Brett Harris, Executive Vice President Robert Smither, Vice President, Treasurer Linda Adler, Secretary
OWNER'S TRACT RECORD:	The County has no record of negative performance issues with AOA Flexx, LLC, a Delaware Limited Liability Company.
USE:	1,700 square feet of rentable warehouse space of which approximately 300 square feet is air-conditioned space, together with open parking in common with other tenants.
JUSTIFICATION:	This is not a new Lease Agreement. The Department of Health, Miami-Dade County Health Department has been in this facility since December 18, 2007 and needs to continue utilizing this warehouse space to store and disseminate emergency supplies and for related administrative offices.

LEASE TERM: Three years.

EFFECTIVE DATES: Commencing upon approval by the Miami-Dade Board of County Commissioners and terminating three years thereafter.

RENTAL RATE: Annual rent for the first year will be $20,400.00, which is equal to $12.00 per square foot on an annual basis. The annual rent for the second year shall be $21,012.00, or $12.36 per square foot on an annual basis. The annual rent for the third year shall be $21,641.00, which is equal to $12.73 per square foot on an annual basis. Tenant shall also be responsible for its proportionate share of additional rent which consist of security services at a cost of $153.00 per year, waste removal fee $1,020.00 per year and County storm water utility fee $102.00 per year.

FISCAL 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 $27,101.00, which is detailed below and has been budgeted by the State of Florida Department of Health, Miami-Dade County Health Department Trust Fund.

First Year Occupancy Cost:

	Total Dollars	PSF
Annual Rent	$ 20,400.00	$12.00
Direct Expense:		
Janitorial	$ 1,700.00	$ 1.00
Roving security	$ 153.00	$ .09
Security alarm	$ 360.00	$ .21
Waste disposal	$ 1,020.00	$ .60
Electricity	$ 2,550.00	$ 1.50
Water & storm water utility	$ 102.00	$ .06
	$ 26,285.00	$15.46
Indirect Expense:		
Lease Management Fee (4%)	$ 816.00	
Total Cost to the State, first year:	**$ 27,101.00**	

The total fiscal impact to the State of Florida Department of Health for the three year term is estimated to be $83,230.12

LEASE CONDITIONS:	The Landlord is responsible for roof and roof leaks, common areas, parking lot and the structure of the building. The State of Florida Department of Health is responsible for air-conditioning maintenance, electricity, water, storm water utility service, waste disposal, janitorial, custodial and security services.
CANCELLATION PROVISION:	The State of Florida Department of Health, Miami-Dade County Health Department may cancel the lease agreement, or any portion thereof, at any time and for any reason, by giving Landlord ninety (90) days' prior written notice.
CURRENT LEASE:	The current lease agreement was approved by the Board on December 4, 2007 by Resolution No. R-1308-07. The lease commenced on December 18, 2007 for three years with no additional renewal option period.
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 State of Florida.
OTHERS PROPERTIES EVALUATED:	8400 N.W. 17 Street, Miami – $9.75 per square foot, for a triple net lease plus operating expenses estimated at $6.00 per square foot, inclusive of common area, Real Estate Taxes, Public Liability Insurance, maintenance, landscaping services, and property management staff. 8880 N.W. 20 Street, Miami – $15.50 per square foot, industrial gross, plus operating expenses estimated at $5.00 per square foot, inclusive of common area utilities, Real Estate Taxes, Public Liability Insurance, maintenance, security and property management staff. 8000 N.W. 25 Street, Miami – $18.00 per square foot, industrial gross plus operating expenses estimated at $5.50 per square foot, inclusive of common area utilities, Real Estate Taxes, Public Liability Insurance, maintenance, security and property management staff.

MONITOR:	Margaret Araujo, Real Estate Officer
DELEGATED AUTHORITY:	Authorizes the County Mayor or County Mayor's designee to execute the lease agreement and assignment of lease agreement and exercise the cancellation provision.

Wendi J. Norris, Director
General Services Administration

MEMORANDUM

(Revised)

TO: Honorable Chairman Joe A. Martinez and Members, Board of County Commissioners

DATE: February 1, 2011

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

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

Please note any items checked.

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

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

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

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

_____ **Budget required**

_____ **Statement of fiscal impact required**

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

_____ **No committee review**

_____ **Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) to approve**

_____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(F)(1)(B)
2-1-11

RESOLUTION NO. _____

RESOLUTION AUTHORIZING EXECUTION OF A LEASE AGREEMENT AND ASSIGNMENT OF LEASE AGREEMENT AT 2200 N.W. 82 AVENUE, BUILDING 5202, DORAL, WITH AOA FLEXX, LLC., A DELAWARE LIMITED LIABILITY COMPANY, FOR PREMISES TO BE UTILIZED BY THE STATE OF FLORIDA DEPARTMENT OF HEALTH, MIAMI-DADE COUNTY HEALTH DEPARTMENT FOR STORAGE OF DISSEMINATE MEDICAL SUPPLIES AND ADMINISTRATIVE OFFICES WITH TOTAL FISCAL IMPACT TO THE STATE OF FLORIDA DEPARTMENT OF HEALTH NOT TO EXCEED $83,230.12 FOR THE THREE YEAR TERM OF THE LEASE AGREEMENT; 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, for premises to be utilized by the State of Florida Department of Health, Miami-Dade County Health Department for storage of disseminate medical supplies and administrative offices, with total fiscal impact to the State of Florida Department of Health, Miami-Dade County Health Department not to exceed $83,230.12 for the three-year term of the Lease Agreement 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:

Joe A. Martinez, Chairman
Audrey M. Edmonson, Vice Chairwoman

Bruno A. Barreiro	Lynda Bell
Jose "Pepe" Diaz	Carlos A. Gimenez
Sally A. Heyman	Barbara J. Jordan
Jean Monestime	Dennis C. Moss
Natacha Seijas	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 1st day of February, 2011. 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. MR

Monica Rizo

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LEASE AGREEMENT

THIS AGREEMENT made on the day of , 2011, by and between AOA FLEXX, LLC., a Delaware Limited Liability Company, 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:

> 1,700 rentable square feet of warehouse space of which approximately 300 square feet is air-conditioned space, located at 2200 N.W. 82nd Avenue, Building 5202, Doral, together with onsite parking in common with other tenants.

TO HAVE AND TO HOLD unto said TENANT for a term of Three (3) years, commencing upon the effective date of the resolution of the Board of County Commissioners approving this lease agreement (the "Commencement Date") and terminating Three years thereafter, for an annual rental of Twenty Thousand Four Hundred Dollars and 00/100 ($20,400.00) for the first lease year, payable in twelve (12) equal monthly installments of One Thousand Seven Hundred Dollars and 00/100 ($1,700.00), payable on the twenty-third day of every month to AOA Flexx, LLC, 1400 N.W. 107 Avenue, 4th floor, Miami, Florida 33172 or at such other place and to such other person as LANDLORD may from time to time designate in writing, as set forth herein. The annual rental for the second and third lease year of the initial lease term and any subsequent renewal option periods shall be increased by three percent (3%) over the prior year's rental. The October monthly installment rental payment for each year will be processed by the County after the close of the County's fiscal year, for each calendar year.

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, including but not limited to, the storage of disseminate emergency medical supplies.

ARTICLE II
CONDITION OF DEMISED PREMISES

TENANT hereby accepts the Demised Premises to be in an "as is" condition, 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, waste disposal services used by TENANT. TENANT during the term hereof, shall pay for electricity used by TENANT and shall reimburse the LANDLORD its pro-rata share of waste disposal and storm utility used by TENANT based on its occupancy ratio which is currently 1% of the building's total square footage of 136, 793 square feet.

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;
Roof, roof leaks and all other structural elements of the building;
Doors, windows 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, the maintenance, trash disposal, janitorial services, custodial services and services described above. 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 reimbursement from LANDLORD for the actual costs thereof. All of the aforesaid repairs shall be made with reasonable diligence and in a good and workmanlike manner. Tenant shall be responsible for the interior of the Demised Premises.

ARTICLE V
ALTERATIONS BY TENANT

TENANT may not make any alterations, additions, or improvements in or to the Demised Premises without the written consent of LANDLORD. 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, any 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 VI
DESTRUCTION OF DEMISED PREMISES

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

If neither party shall exercise the foregoing right of cancellation, LANDLORD shall cause the

building and Demised Premises to be repaired and placed in good condition within ninety (90) days following the date of casualty, time being of the essence. If the Demised Premises sustained damages such that repairs cannot be completed within ninety (90) days, TENANT shall be entitled to cancel the Lease Agreement by the giving of written notice to LANDLORD at any time, notwithstanding the commencement of any repairs by LANDLORD. TENANT shall not be liable for rent during such period of time as the Demised Premises shall be untenantable by reason of fire, windstorm or other casualty.

In the event of partial destruction or damages to the Demised Premises which do not render the Demised Premises untenantable, the rents shall be proportionately abated in accordance with the extent to which TENANT is deprived of use, occupancy or full enjoyment of the premises, unless TENANT exercises its right of cancellation as set forth above.

ARTICLE VII
DISABLED INDIVIDUALS

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

LANDLORD further warrants that the Demised Premises and access thereto, including but not limited to 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 D emised 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 VIII
NO LIABILITY FOR PERSONAL PROPERTY

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

ARTICLE IX
SIGNS

Interior and/or exterior signs will be of the design and form of letter to be first approved by LANDLORD, the cost of painting and installation 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 X
LANDLORD'S RIGHT OF ENTRY

LANDLORD or any of its agents shall have the right to enter said Demised Premises during all reasonable working hours, upon the giving of twenty-four (24) hours' prior notice, unless an emergency exists, 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 XI
LIABILITY FOR DAMAGE OR INJURY

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

ARTICLE XII
PEACEFUL POSSESSION

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

ARTICLE XIII
SURRENDER OF DEMISED PREMISES

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

ARTICLE XIV
INDEMNIFICATION AND HOLD HARMLESS

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.

LANDLORD shall indemnify and hold harmless the TENANT and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the TENANT or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to, or resulting from the negligence of LANDLORD or its employees, agents, servants, partners, principals or subcontractors. LANDLORD shall pay all claims and losses in connections therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the TENANT, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. LANDLORD expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by LANDLORD shall in no way limit the responsibility to indemnify, keep and save harmless and defend the TENANT, or its officers, employees, agents, and instrumentalities as herein provided.

ARTICLE XV
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 XVI
ASSIGMENT BY LANDLORD

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

LANDLORD under this Lease Agreement, and TENANT does hereby agree to attorn to the Purchaser, including the Mortgagee under any such mortgage if it be the Purchaser, as its LANDLORD, said attornment to be effective and self-operative without the execution of any further instruments upon the Purchaser succeeding to the interest of the LANDLORD under this Lease Agreement. The respective rights and obligations of TENANT and the Purchaser upon such attornment, to the extent of the then remaining balance of the term of this Lease Agreement and any such extensions and renewals, shall be and are the same as those set forth herein. In the event of such transfer of LANDLORD's interests, LANDLORD shall be released and relieved from all liabilities and responsibility to TENANT thereafter accruing under this Lease Agreement or otherwise and LANDLORD's successor by acceptance of rent from TENANT hereunder shall become liable and responsible to TENANT in respect to all obligations of the LANDLORD under this Lease Agreement. Notwithstanding any law to the contrary, LANDLORD and TENANT agree that the rights created by this Lease Agreement shall be subordinate to any other instruments affecting the Demised Premises, such as mortgages, subsequent purchase agreements, or encumbrances, whether presently in existence or later created or filed.

ARTICLE XVII
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 herein shall not be altered or affected by any subsequent change in ownership of the Property by reason of foreclosure, conveyance, or otherwise any document purporting to transfer ownership in the Property, whether presently in existence or not, shall be subordinate to this Lease 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 Lease Agreement, LANDLORD agrees to indemnify TENANT for such costs.

ARTICLE XVIII
ADDITIONAL RENT

(a) Security Services: The TENANT agrees to pay additional rent in the amount of one hundred fifty three dollars and 00/100 ($153.00) per year, which is equal to nine cents (.09¢) per square foot on an annual basis, for Roving Patrol Security Services.

(b) Waste Removal Fee: The TENANT agrees to pay additional rent in the amount of eighty five dollars and 00/100 ($85.00) per month, which is equal to five cents (.05¢) per square foot, for

waste removal services.

(c) Miami-Dade County Storm Water Utility Fee: The TENANT agrees to pay additional rent in the amount of one-hundred two dollars and 00/100 ($102.00) per year, which is equal to six cents (.06¢) per square foot, for storm water utility fee. The rates for the services described above are subject to adjustments based upon an annual review and determination by the LANDLORD of the actual operating costs and fees, which are subject to audit by the TENANT.

ARTICLE XIX
CANCELLATION

TENANT, through its County Mayor or the County Mayor's designee, shall have the right to cancel this Lease Agreement or any portion thereof, at any time and for any reason by giving LANDLORD at least ninety (90) days' written notice prior to its effective date.

ARTICLE XX
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:

Miami-Dade County
General Services Administration
Real Estate Development Division
111 N.W. First Street, Suite 2460
Miami, Florida 33128

LANDLORD:

AOA Flexx, LLC.
1400 N.W. 107 Avenue
4th Floor
Miami, Florida 33172

Copy to:

Oakes Flexxspace 2 LLC
1400 N.W. 107 Avenue
5th Floor
Miami, Florida 33172

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 XXI
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 Demised Premises" applicable to the TENANT's Demised 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's Demised Premises. TENANT encourages LANDLORD to employ the use of traps, baits, or portable vacuums before resorting to pesticide sprays or dusts. LANDLORD shall give TENANT twenty-four (24) hours' notice prior to commencement of pest control services that include sprays or dusts with any kind of pesticide or other chemicals. LANDLORD shall provide reasonable assurance that any and all such chemicals are being handled in accordance with the Material Safety Data Sheet (MSDS) provided by their manufacturer.

D. NOTICE OF RENOVATION OPERATIONS. 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 XXII
WAIVER OF LANDLORD'S LIEN

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

ARTICLE XXIII
FORCE MAJEURE

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

ARTICLE XXIV
LANDLORD'S DEFAULT

It shall constitute a default of this Lease Agreement by LANDLORD if, except as otherwise provided in this Lease Agreement, LANDLORD fails to observe or perform any of the covenants, conditions, or provisions of this Lease Agreement to be observed or performed by LANDLORD, where

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

ARTICLE XXV
WAIVER

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

recover the balance of such rent or other amount owed or to pursue any other remedy provided in this Lease Agreement. No reentry by LANDLORD and no acceptance by LANDLORD of keys from TENANT shall be considered an acceptance of a surrender of this Lease Agreement.

ARTICLE XXVI
DEFAULT OF TENANT

If TENANT shall fail to pay any monthly installment or item of rent on the date when the same becomes due or shall violate or fail to perform any of the other conditions, covenants, or agreements herein made by TENANT, and if such violation or failure continues for a period of thirty (30) days after written notice thereof to TENANT by LANDLORD, except for failure to pay rent, which shall have a fifteen (15) day period for cure after written notice thereof to TENANT by LANDLORD, 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 the State of Florida or by such other proceedings, including reentry and possession, as may be applicable. All rights and remedies of LANDLORD under this Lease Agreement shall be cumulative and shall not be exclusive of any other rights and remedies provided to LANDLORD under applicable law. Nothing herein shall prohibit LANDLORD from taking immediate legal action, with or without notice, to protect the health, safety or 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 Business Center II.

ARTICLE XXVII
AD VALOREM REAL ESTATE TAXES AND INSURANCE

TENANT, upon submission of documentation of paid bills, shall reimburse LANDLORD, as additional rent, its pro-rata share of any increases, over the base year 2011, in ad valorem real estate taxes

and insurance. The percentage of the increases in ad valorem real estate taxes and insurance to be paid by the TENANT shall be based on the percentage of the rentable area of the Demised Premises occupied by TENANT. Real property tax increase shall be calculated based on the November discounted rate.

"Tax Year" shall mean the fiscal year for which taxes are levied by any governmental authority; "Tenants Proportionate Share" shall mean a fraction of which the numerator is the square footage of the Demised Premises occupied by the TENANT which is currently 1,700 square feet and the denominator is the total rentable square footage of the building above grade which is 136,793 (136,000 ÷ 1,700 = 1%). If the Taxes for any Tax Year shall be more than the taxes for Base year 2011, TENANT shall pay as additional rent for such Tax Year an amount equal to TENANT'S proportionate share of the amount by which the Taxes for such Tax Year are greater than the Base Tax year and included as part of the "Real Estate Taxes and Insurance." It is agreed that the ad valorem taxes due in November of each year shall be the figure used in calculating the "Real Estate Taxes."

ARTICLE XXVIII
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.

ARTICLE XXIX
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 upon expiration of the lease term, at a monthly rental equivalent to one hundred percent (100%) of the monthly rental, for the first month, and one hundred and ten percent (110%) after the first full month of exercising

the holdover rights, 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 XXX
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 Agreement to the Florida Department of Health, Miami-Dade County Health Department. Pursuant to Florida Statutes, Section 255.2505, the State of Florida's performance and obligation to pay under this contract is Contingent upon an annual appropriation by the Legislature. TENANT may assign this Lease Agreement or any part thereof or sublet all or any part of the Demised Premises without prior written consent of LANDLORD. Any assignment or subletting shall be evidenced in writing to the LANDLORD. In the event of such assignment by TENANT to the State of Florida, TENANT shall be released and relieved from all liabilities and obligations to LANDLORD thereafter occurring under this Lease Agreement.

ARTICLE XXXI
SPECIAL PROVISIONS

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."

ARTICLE XXXII
ESTOPPEL CERTIFICATES

LANDLORD and TENANT agree, at any time and from time to time, upon not less than thirty (30) 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 an 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 XXXIII
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 XXXIV
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 XXXV
RULES AND REGULATIONS

TENANT agrees to abide by LANDLORD's rules and regulations ("Rules and Regulations") for the building, attached hereto as exhibit "A" said Rules and Regulations may be reviewed and revised by LANDLORD from time to time as LANDLORD may deem necessary.

ARTICLE XXXVI
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)

By: AOA FLEXX, LLC
A Delaware Limited Liability Company

WITNESS

WITNESS

By: _____
Brett W. Harris
Executive Vice President

(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.____

ACKNOWLEDGEMENT

This is to acknowledge that Miami-Dade County General Services Administration, Real Estate Development Division, is acting as our Leasing Agent. It is understood that all leases for rental facilities will be facilitated by Miami-Dade County and approved by its Board of County Commissioners for the Miami-Dade County Health Department, a State agency, under the State of Florida Department of Health. This is to confirm that once a lease is approved and properly executed, the Miami-Dade County Health Department will be solely responsible for all legal obligations under the Lease Agreement, including but not limited to all rental payments and/or renovation costs due to the Landlord. It is further understood that Miami-Dade County does assign subject leases to the Miami-Dade County Health Department and Miami-Dade County is to be held harmless for all fees, assessments and legal obligations of said leases; subject to all limitations of Florida Statutes, Section 768.28.

As our Leasing Agent, Miami-Dade County shall be authorized to exercise renewal options, cancellations and facilitate Amendments to all subject leases, on behalf of the Miami-Dade County Health Department.

STATE OF FLORIDA DEPARTMENT OF HEALTH
MIAMI-DADE COUNTY HEALTH DEPARTMENT

By: _____
Lillian Rivera, M.D.
Director

Date: _____

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 materials shall be thrown or placed within such fixtures or appliances. Any damage resulting from such misuse of the Leased Premises or the Building Property or any portion thereof 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 others tenants, or do anything in conflict with the valid pertinent laws, rules or regulations of Landlord or any governmental authority.

6. Tenant shall notify Landlord's Agent and park's on-site management office when safes or other heavy equipment are to be taken in or out of the Building, and such moving shall be done under the supervision of Landlord's Agent and the Park's on-site management office, after written permission from 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, elevators 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 the Leased Premises or elsewhere on the Building Property 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 such 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 Landlord's Agent and the Park's on-site management office, by pre-arrangement. Such pre-arrangement must be initiated by Tenant and will be subject to the decision and control by Landlord's Agent and the Park's on-site management office, by pre-arrangement. Such pre-arrangement must be initiated by Tenant and will be subject to the decision and control by Landlord's Agent and the Park's on-site management office 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 including equipment, property and personnel of Landlord or Landlord's Agent, 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 neither Landlord nor the Landlord Indemnified parties shall be liable for acts of any persons engage in, or any damage or loss to any of said property or persons resulting from, any act in connection with such activities.

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 window coverings.

12. No portion of the Leased Premises 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 the Leased Premises or any other portion of the Building, regardless of whether such loss occurs when the area in question is locked against entry.

14. Landlord specifically reserves the right to refuse admittance to the Building from 7:00 p.m. to 7:00 a.m. daily, or on Sundays or on legal holidays, to any person or persons who cannot furnish satisfactory identification, or to any person or persons who, for any other reason, in Landlord's or Landlord's Agent's judgment, should be denied access to the Building. Landlord, for the protection of the Building tenants and their effects, may prescribe hours and intervals during the night on Sundays and holidays, when all person entering and departing the Building shall be required to enter their names, the offices to which they are going (or from which they are leaving), and the time of entrance or departure in a register provided for that purpose by Landlord or Landlord's Agent.

15. 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 conductive to the safety, protection, care and cleanliness of the Building and the Building Property, 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 herein.