Memorandum

MIAMI-DADE COUNTY

Date: April 2, 2013

Agenda Item No. 8(F)(7)

To: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

Subject: Authorizing a Lease Agreement and Assignment of Lease Agreement for Property Located at 8175 NW 12 Street, Miami, FL 33126 to be utilized by the State of Florida Department of Health, Miami-Dade County Health Department

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This item was amended at the March 12, 2013 Finance Committee to clarify the language in the transmittal memorandum and resolution relating to the parties executing the Lease Agreement and Assignment of Lease.

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the execution of a Lease Agreement (Lease) for property located at 8175 N.W. 12 Street, Third Floor, Miami, Florida, between the County and AOA Office, LLC, (Landlord), a Delaware limited liability company, for space to be occupied by the State of Florida Department of Health, Miami-Dade County Health Department (State DOH) and its subsequent assignment from the County to the State DOH. This lease does the following:

- Authorizes the lease of 17,225 rentable square feet of air-conditioned office space, together with parking in common with other tenants, to be used by the State DOH administrative offices; and
- Authorizes an Assignment of Lease to the State DOH in order to transfer all legal and financial responsibilities to the State of Florida.

The County is acting solely as the agent for the State DOH as allowed by State law and administrative procedure, which permits them 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 County will receive a four percent lease management fee as detailed in the fiscal impact section.

Scope

The property is located in Commission District 12, which is represented by Commissioner Jose "Pepe" Diaz.

Fiscal Impact/Funding Source

No County funds are utilized for the payment of this lease.

The total fiscal impact to the State DOH for the first lease year is estimated to be $349,323. This amount is comprised of $335,887 in annual base rent ($19.50 per square foot) and the County's lease management fee of $13,435. The total projected fiscal impact to the State DOH for the initial five-year term and three two-year renewal option periods is estimated to be $4,530,039. These expenses are incurred entirely by the State DOH.

Track Record/Monitoring

The County has no record of negative performance issues with AOA Office, LLC, a Delaware limited liability company. Linda Weber, Internal Services Department, is the lease monitor.

Delegation of Authority

Authorizes the County Mayor or the County Mayor's designee to execute the attached Lease Agreement and Assignment of Lease Agreement, exercise the three two-year renewal option periods and the cancellation provision.

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Background
At its meeting of May 22, 2001, by Resolution R-595-01, the Board approved a Lease Agreement on behalf of the State DOH for five years plus three additional two-year renewal option periods. The Lease has a holdover provision that allows the State DOH to occupy the space on a month-to-month basis. The County, on the State DOH's behalf, negotiated a reduction in the rental rate equal to $0.58 per square foot.

Additional Lease details are as follows:

OWNER:	AOA Office, LLC, a Delaware limited liability company By: Adler Office Associates, Ltd., a Florida limited Partnership, its Managing member.
COMPANY PRINCIPALS:	Michael M. Adler - President Matthew L. Adler - Vice President Brett W. Harris - Executive Vice President Robert M. Smither - Vice President
	Adler Office Associates, Inc., a Florida corporation, its general partner 1.000% Fay Zinn Revocable Intervivos Trust 6.761% Richard Zinn and Susan Zinn 12.772% Adco, Ltd. 79.467%
LEASE TERM:	Five years with three two-year renewal options
EFFECTIVE DATES:	Commencing on the first day of the next calendar month following the date of the Board resolution approving this lease and terminating five years thereafter.
RENTAL RATE:	The annual rent for the first lease year of the initial term will be reduced from $20.08 per square foot to $19.50 per square foot. The annual rent for the second through fifth lease year of the initial term and any renewal option period shall be increased by an annual consumer price index, not to exceed three percent per year. The State DOH is also responsible for its prorated share of 25.69 percent of the building's operating expenses, limited to real estate taxes and property insurance only, over the base year 2012, estimated to be $2.80 per square foot on an annual basis.
JUSTIFICATION:	The State DOH has a need to continue utilizing this space for its administration offices. They have operated at the location since May, 2001.
LEASE CONDITIONS:	Full Service Lease. The Landlord shall be responsible for improvements to the demised premises, water, waste disposal services, electricity, janitorial and custodial services, exterior of the building, plumbing and electrical lines, air-conditioning equipment, roof, roof leaks, all common areas, parking lot and landscaping.

CANCELLATION PROVISION:

The County may cancel the lease, at any time, for any reason, after the 24th month from the commencement date of this lease, by giving Landlord 90 days prior written notice.

OTHER PROPERTIES EVALUATED:

9850 N.W. 41 Street, Miami - $18.00 to $20.00 per square foot on an annual basis, plus operating expenses estimated to be $10.35 per square foot, inclusive of common area maintenance, real estate taxes and insurance.

7875 N.W. 12 Street, Miami - $17.50 to $22.00 per square foot on an annual basis, plus operating expenses estimated to be $8.00 per square foot, inclusive of common area maintenance, real estate taxes and insurance.

Attachments

Edward Marquez
Deputy Mayor

MEMORANDUM

(Revised)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: April 2, 2013

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

SUBJECT: Agenda Item No. 8(F)(7)

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 Mayor'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)(7)
4-2-13

RESOLUTION NO. _____

RESOLUTION APPROVING TERMS OF AND AUTHORIZING EXECUTION BY THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE OF A LEASE AGREEMENT BETWEEN THE COUNTY AND AOA OFFICE, LLC, A DELAWARE LIMITED LIABILITY COMPANY AND IT'S SUBSEQUENT ASSIGNMENT BY THE COUNTY TO THE STATE OF FLORIDA DEPARTMENT OF HEALTH, MIAMI-DADE COUNTY HEALTH DEPARTMENT, FOR PREMISES LOCATED AT 8175 N.W. 12 STREET, THIRD FLOOR, MIAMI TO BE UTILIZED BY THE STATE OF FLORIDA DEPARTMENT OF HEALTH, MIAMI-DADE COUNTY HEALTH DEPARTMENT FOR IT'S ADMINISTRATIVE OFFICES WITH TOTAL FISCAL IMPACT TO THE STATE OF FLORIDA DEPARTMENT OF HEALTH NOT TO EXCEED $4,530,039.66 FOR THE TOTAL TERM OF FIVE-YEARS AND THREE TWO-YEAR RENEWAL OPTION PERIODS OF THE LEASE 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 terms of the Lease Agreement [[~~and Assignment of Lease Agreement~~]] [1] between >>Miami-Dade County<< [[~~the State of Florida Department of Health, Miami-Dade County Health Department~~]] and AOA Office, LLC, a Delaware limited liability company >>and the assignment of Lease Agreement by the County to the State of Florida

[1] Committee amendments are indicated as follows: Words stricken through and/or [[double bracketed]] are deleted, words underscored and/or >>double arrowed<< are added.

Department of Health, Miami-Dade County Health Department<<, for premises to be utilized by the State of Florida Department of Health, Miami-Dade County Health Department for administrative offices, with total fiscal impact to the State of Florida Department of Health, Miami-Dade County Health Department ("DOH") not to exceed $4,530,039.66 for the total term of five years and three two-year renewal option periods of the Lease in substantially the form attached hereto and made a part hereof; authorizes the County Mayor or the County Mayor's designee to execute same for and on behalf of Miami-Dade County; and authorizes the County Mayor or the 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:

Rebeca Sosa, Chairwoman
Lynda Bell, Vice Chair

Bruno A. Barreiro	Esteban L. Bovo, Jr.
Jose "Pepe" Diaz	Audrey M. Edmonson
Sally A. Heyman	Barbara J. Jordan
Jean Monestime	Dennis C. Moss
Sen. Javier D. Souto	Xavier L. Suarez
Juan C. Zapata	

The Chairperson thereupon declared the resolution duly passed and adopted this 2nd day of April, 2013. 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 , 2012, by and between AOA OFFICE, 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:

> 17,225 rentable square feet of air conditioned and heated office space, as calculated by BOMA Standards, located at 8175 N.W. 12 Street, Third Floor, Miami, Florida 33126, together with parking in common with other tenants. (See Exhibit "D" 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 effective date of the resolution of the Board of County Commissioners approving this lease agreement, (the "Commencement Date"), and terminating five years thereafter. The total annual rental for the first year of the Demised Premises shall be Three Hundred Thirty Five Thousand Eight Hundred Eighty Seven Dollars and 56/100 ($335,887.56), payable in twelve (12) equal monthly installments of Twenty Seven Thousand Nine Hundred Ninety Dollars and 63/100 ($27,990.63), 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.

Property # 3530340380020

The base rental in the second lease year and on each lease year anniversary thereafter shall be adjusted in accordance with any increase in the Consumer Price Index (CPI), not to exceed three percent (3%) per annum.

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. The Demised Premises shall be used by the State of Florida Department of Health, Miami-Dade County Health Department as administrative offices and for no other purpose.

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, waste disposal services, and electricity used by TENANT. LANDLORD, at LANDLORD's cost, shall provide air conditioning and heating service from 7:00 a.m. to 7:00 p.m. Monday through Friday and from 9:00 a.m. to 1:00 p.m. on Saturday throughout the term of this Lease or any renewal or extension thereof. If TENANT requires air conditioning or heating during other hours, TENANT shall request such service in writing twenty-four (24) hours in advance and will be billed at a rate of Ten Dollars ($10.00) per hour and paid by TENANT monthly, as additional rent.

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, including light bulbs for Landlord supplied fixtures;
Halls, stairways, elevators and lavatories;
Trash and refuse disposal;
Janitorial and Custodial services as defined in Exhibit "C" attached hereto;
Air-conditioning and heating equipment; (as referenced in Exhibit "B" "HVAC System Preventative Maintenance for Leased Space" attached hereto);
Roof and roof leaks;
Windows, doors, and frames;
Fire equipment, including inspection as required by applicable fire codes.
Exterminating Services

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 maintenance, trash disposal, janitorial services, custodial services and services as described above.

Upon the failure of LANDLORD to effect repairs or perform the above-stated services pursuant to this Lease Agreement after five (5) 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 shall be responsible for the interior of the Demised Premises other than the above described items.

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, 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. Throughout the term of this Agreement, LANDLORD agrees to provide any additions, fixtures, or other improvements that TENANT may request, and TENANT shall reimburse LANDLORD for any such additions, fixtures, or improvements separately invoiced to the TENANT at the rates agreed-upon with the LANDLORD for such services.

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 one hundred twenty (120) days following the date of casualty, time being of the essence. If the Demised Premises sustained

damages such that repairs cannot be completed within one hundred twenty (120) 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 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 sixty (60) days of written notice by TENANT of the existence of the same, provided that, if such violations cannot feasibly be corrected within said sixty (60) day period, then LANDLORD agrees to commence such repairs within said sixty (60) 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. Nothing herein shall be deemed to modify or expand the Use Provisions set out in Article 1.

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 such signage 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 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 $200,000, or any claim or judgments or portions thereof, which, when totaled with all other occurrence, exceeds the sum of $300,000 from any and all

personal injury or property damage claims, liabilities, losses or causes of action which may arise 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 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
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. Notwithstanding any law to the contrary, LANDLORD

and TENANT agree that the rights created by this Lease Agreement shall not 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 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 XVIII
ADDITIONAL RENT

TENANT, upon submission of invoices and documentation of paid bills, shall reimburse LANDLORD, as additional rent, its' pro-rata share of any increases, over the Base Year 2012, in the building's operating expenses, which is agreed to be 25.69% of the building's rentable square feet. Such operating expenses shall be limited to increases related to Real Estate Taxes and Property Insurance only.

ARTICLE XIX
CANCELLATION

TENANT, through its County Mayor or County Mayor's designee, shall have the right to cancel this Lease Agreement, or any portion thereof, for any reason, after twenty-four (24) months from the Commencement Date of the Lease Agreement by giving LANDLORD at least ninety (90) days written notice prior to its effective date.

ARTICLE XX
OPTION TO RENEW

Provided this Lease Agreement is not otherwise in default, TENANT, through its County Mayor or the County Mayor's designee, is hereby granted the option to extend this Lease Agreement for three additional two-year renewal option periods upon the same terms and conditions except that the annual rent shall be increased by any increase in the Consumer Price

Index (CPI), not to exceed three percent (3%) 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
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 255.2502, 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 to any Florida Department of Health, Miami-Dade County Health Department agency for any related purposes. 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 XXII
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:

Administrative & Financial Services
Florida Department of Health
Miami-Dade County Health Dept.
8175 N.W. 12 Street, Suite 300
Miami, Florida 33126

with copy to:
Real Estate Section
Real Estate Development Division
Internal Services Department
111 N.W. First Street, Suite 2460
Miami, Florida 33128

LANDLORD:

AOA Office, LLC
By: Adler Office Associates, Ltd.,
Its Managing member
1200 N.W. 78th 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 XXIII
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 XXIV
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 XXV
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 XXVI
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 XXVII
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 terminate this Lease Agreement within seven (7) days written notice to LANDLORD or bring an action for damages, 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 XXVIII
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 XXIX
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.

ARTICLE XXX
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 XXXI
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 the monthly rental 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 XXXII
IMPROVEMENTS OF THE DEMISED PREMISES

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. LANDLORD shall repaint the Demised Premises at no cost to the TENANT.
2. LANDLORD shall install VCT tile and base board throughout the Demised Premises at no cost to the TENANT.
3. TENANT shall use best efforts to accommodate LANDLORD's vendors and the cost of relocating the furniture shall be entirely the TENANT's responsibility.

ARTICLE XXXIII
ESTOPPEL CERTIFICATES

LANDLORD and TENANT agree, at any time and from time to time, upon not less than sixty (60) 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.

ARTICLE XXXIV
SPECIAL PROVISIONS

Pursuant to Florida Statutes, Section 255.2502, the LANDLORD understands, accepts and agrees that "The State of Florida's performance and obligations to pay under this contract is contingent upon an annual appropriation by the Legislature."

ARTICLE XXXV
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.

AOA Office, 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

(CORPORATE SEAL)

WITNESS

WITNESS

By: _____
Brett W. Harris (LANDLORD)
Executive Vice President
12-11-12

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

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

By: _____
Carlos A. Gimenez (TENANT)
Mayor

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

EXHIBIT "A"

ACKNOWLEDGEMENT

This is to acknowledge that the Internal Services Department, Real Estate Development Division of Miami-Dade County, 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 agreement is approved and properly executed by the Miami-Dade County Board of County Commissioners, 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 costs associated with the leased space due to the Landlord.

Subject to the limitations of Florida Statute §768.28, if applicable, the State of Florida Department of Health, Miami-Dade County Health Department agrees to indemnify and hold harmless Miami-Dade County for all claims, fees, assessments and legal obligations arising out of said leases.

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 State of Florida Department of Health, Miami-Dade County Health Department.

This Acknowledgment applies to all existing Leases that have been approved by the Miami-Dade Board of County Commissioners for the State of Florida Department of Health, Miami-Dade County Health Department.

STATE OF FLORIDA HEALTH DEPARTMENT
MIAMI-DADE COUNTY HEALTH DEPARTMENT

By: _____
Dr. Lillian Rivera, Director

Date: 8-8-2012

Lease Agreement:

Address: 8175 N.W. 12 Street, Third Floor, Miami, Florida

Landlord: AOA Office, 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.

EXHIBIT "B"

HVAC SYSTEM PREVENTIVE MAINTENANCE FOR LEASED SPACE

The following components are typically found in the Heating, Ventilating, and Air Conditioning (HVAC) systems in Miami-Dade County buildings; each component has the typical maintenance activity and minimum frequency noted:

I. FILTERS - Applicable to all supply conditioned air to TENANT premises:
   A. High-efficiency type (ASHRAE rated 85%) - preferred - changed every 2 years.
   B. Electrostatic antimicrobial - minimum acceptable - cleaned every 30 days.

II. OUTSIDE AIR INTAKE - applicable on all central systems:
   A. Check for cleanness and operation if motorized louvers - filter preferred - quarterly.

III. TEMPERATURE AND HUMIDITY - Temperature 73-78 degrees - Humidity 50-60%:
   A. ASHRAE generally accepted comfort zone for South Florida.
   B. Check controls and verify temperature and humidity are at or near guidelines - monthly.

IV. AIR HANDLER - Separate type or self contained in AC package unit as applicable:
   A. Clean coils and check for leaks and loose connections - check quarterly.
   B. Lubricate fan motors and check belts - quarterly.
   C. Check air intake and exhaust - quarterly.
   D. Check fan motors for overheating and vibration - quarterly.
   E. Check structural frame for sturdiness - quarterly.
   F. Check and clean contact points in switches - quarterly.
   G. Check condensate drip pan for standing water. Clean and spray with algicide quarterly.
   H. Check, remove trash, and clean condensate drain and trap - quarterly.

V. COMPRESSOR - Separate or self-contained in AC package unit as applicable:
   A. Check for indication of leakage - monthly.
   B. Check pressure and temperature - quarterly.

VI. PUMPS as applicable:
   A. Inspect belts for damage, tension, and alignment - quarterly.
   B. Check bearings and seals (motor and pump) - quarterly or semi-annually.
   C. Check phase voltage and impeller - yearly.

VII. COOLING TOWER as applicable:
   A. Check water level - minimum monthly - prefer weekly.
   B. Check oil level in gear reducers - monthly.
   C. Check for leaks and excessive noise or vibration - monthly.
   D. Check water quality/chemical treatment - monthly.

VIII. BUILDING EXTERIOR:
   A. Check for water infiltration into walls or above ceilings to prevent mold and mildew - quarterly.

IX. CEILING TILES:
   A. Check and replace any ceiling tile that shows water stains to prevent mold spores - quarterly.

X. SUPPLY AND RETURN AIR DUCTS:
   A. Remove ceiling diffuser and clean, check for visible sign of dirt around the opening or dirt coming out of duct openings on supply air diffusers - yearly. If they are dirty, then clean the ducts.

EXHIBIT "C"

JANITORIAL SERVICES

The LANDLORD agrees to furnish janitorial and cleaning services as part of this Lease Agreement. This includes furnishing all cleaning/maintenance equipment and cleaning supplies as required, including but not limited to, bathroom tissue, paper towels, trash receptacle liners and hand soap (preferably liquid). All supplies are to be of good quality acceptable in the janitorial profession and of satisfactory quality suitable to the needs of personnel.

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

a) FLOORS

Daily:	Carpeted areas - vacuum. Non-carpeted areas - dustmop - spray buff as required, remove gum and other materials, spot damp mop to remove stains or spots.
Weekly:	Non-carpeted areas - damp mop and spray buff.
Monthly:	Strip and wax lobby, waiting and tile restroom areas.
Quarterly:	Strip and wax hallway floors. (Apply three coats of Johnson Complete Wax or equivalent).
Semiannually:	Machine clean carpets in hallways. Other areas are to be cleaned, if their condition so dictates.
	Strip, reseal and wax with nonskid wax all normally waxed floors.
Annually:	Machine clean all carpet throughout the facility.

b) WALLS, CEILINGS, INTERIOR DOORS, LEDGES, ETC.

Weekly:	Spot clean. Clean light switch plates and surrounding wall areas. Dust windowsills, ledges, fixtures, etc.
Monthly:	Dust or vacuum HVAC registers.
Annually:	Clean all light fixture diffuses and wipe dust off light bulbs.

c) WINDOWS AND GLASS

Daily:	Spot clean entrance and vicinity glass both inside and outside.
	Spot clean directory and internal glass or windows.

Semiannually: Clean inside of external windows.

d) WATER FOUNTAINS

Daily: Clean and sanitize. Replenish supply of disposable cups (if applicable).

e) FURNISHINGS

Daily: Dust tables, chairs, credenzas, file cabinets, bookcases, etc.

Do not disturb any papers lying on desks or cabinets.

Weekly: Dust and clean all ornamental wall decorations, pictures, charts, chalkboards, etc.

Dust draperies, blinds or other window treatments.

Semiannually: Vacuum all drapes, blinds or other window treatments.

f) TRASH AND REFUSE

Daily: Empty and clean all trash receptacles. Receptacle liners are to be used and changed as necessary.

Remove all collected trash to external dumpsters or trash containers.

In conference rooms, reception areas, etc., remove accumulated trash, paper cups, soda cans, etc.

g) RESTROOMS

Daily: Maintain in a clean sanitary condition: floors, walls, doors, stalls, partitions, shelves, sinks, commodes, urinals, bath facilities, soap and towel dispensers.

Clean and polish mirrors.

Empty and sanitize trash and sanitary napkin receptacles.

Replenish supplies of tissue, towels and soap.

Monthly: Clean ceramic tile surfaces with a strong cleaner or bleach so that tile and grout have uniform color.

h) LOUNGE AND KITCHEN AREAS

Daily: Clean and sanitize sinks and counter areas.

NOTE: THE WASHING OF EMPLOYEE'S DISHES OR THE REFRIGERATOR IN THE LOUNGE OR KITCHEN AREAS ARE NOT REQUIREMENTS OF THIS CONTRACT.

i) EXTERIOR

Daily: Sweep outside area immediately adjacent to building entrances.
Keep parking lot and surrounding grass areas free of trash.
Empty outside trash receptacles.

Weekly: Sweep all exterior access areas, e.g., sidewalks, porches, courtyards, etc.

Perform other such services as are necessary to keep the facility clean and in a sanitary condition.

In providing of the aforementioned services:

Only actual employees of the janitorial contractor are to be admitted to the Demised Premises. During after hours cleaning, all outside doors are to be locked and janitorial staff are not to provide access to anyone into the facility. Janitorial staff are to check exterior doors and windows to insure the facility is secure at the time of leaving the facility.

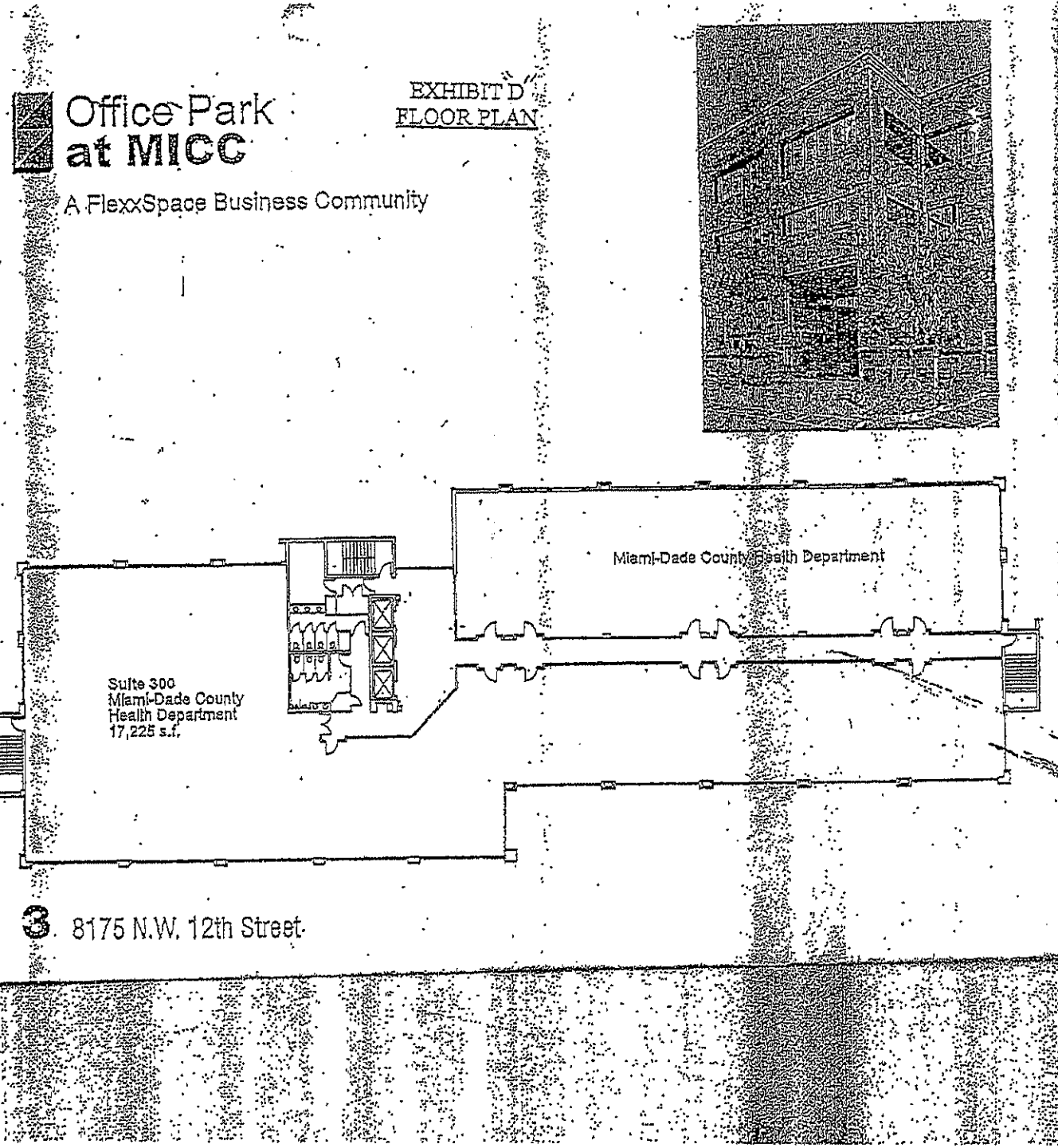
LANDLORD shall provide reasonable assurance that any and all chemicals are being handled in accordance with the Material Safety Data Sheet (MSDS) provided by their manufacturer.

A copy of the MSDS for each cleaning agent or chemical used by janitorial service shall be provided to TENANT. Only those cleaning agents or chemicals approved by TENANT shall be used in the Demised Premises.

Office Park
at MICC

A FlexxSpace Business Community

EXHIBIT D
FLOOR PLAN



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