

MEMORANDUM

Agenda Item No. 8(F)(2)

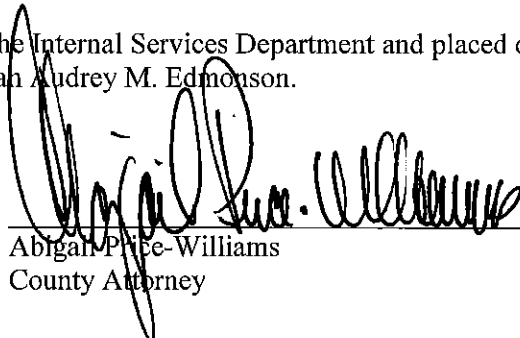
TO: Honorable Chairman Esteban L. Bovo, Jr.
and Members, Board of County Commissioners

DATE: November 7, 2017

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Resolution declaring surplus County-owned property located at 1851 NW 9 Avenue, specifically certain autopsy rooms, laboratory rooms, and an office space, located in the City of Miami, and approving pursuant to Florida Statutes, section 125.38, terms of the Lease Agreement between Miami-Dade County and UMTB Donor Services Foundation, a foreign not-for-profit corporation, for conducting sterile autopsies, bone and tissue harvesting, investigations, and related purposes, for a three year term, with one three year renewal period, with an annual rent of \$34,229.28 for the first year, and adjusted annually thereafter by approximately two percent for each subsequent year, with a total gross revenue to the county for the six year period, including operating expenses, of \$248,321.40; and authorizing the County Mayor to execute the Lease Agreement, to exercise any and all other rights conferred therein, to take all actions necessary to effectuate the foregoing, and to provide an executed copy of the Lease Agreement to the Property Appraiser's Office within 30 days of its execution

The accompanying resolution was prepared by the Internal Services Department and placed on the agenda at the request of Prime Sponsor Vice Chairwoman Audrey M. Edmonson.


Abigail Price-Williams
County Attorney

APW/smm

Memorandum



Date: November 7, 2017

To: Honorable Chairman Esteban L. Bovo, Jr.
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

A handwritten signature in black ink, appearing to read "Carlos A. Gimenez", written over the name in the "From" field.

Subject: Lease Agreement with UMTB Donor Services Foundation for Property Located at 1851 NW Ninth Avenue, Miami, Florida - Lease No. 01-3135-061-0010 - L01

Recommendation

It is recommended that the Board of County Commissioners (Board) authorize execution of the Lease Agreement (Lease) between Miami-Dade County and UMTB Donor Services Foundation (Tenant), a nonprofit entity, for property located at 1851 NW Ninth Avenue (a.k.a. 1 Bob Hope Road), Miami, Florida. The leased space will be utilized as a sterile autopsy suite to conduct sterile autopsy bone and tissue harvesting and associated services for the Medical Examiner's Department. More specifically, the resolution does the following:

- Authorizes the lease of 2,718 square feet of space across two separate floors, consisting of autopsy and laboratory rooms and a cubicle, located at 1851 NW Ninth Avenue, Miami, Florida; and
- Authorizes a lease term of three years, plus one, three-year optional renewal period.

Scope

The property is located in County Commission District 3, which is represented by Vice Chairwoman Audrey M. Edmonson. In accordance with Resolution No. R-380-17, written notice of the Lease was provided to the District Commissioner.

Fiscal Impact/Funding Source

The Lease includes rental of approximately 1,268 square feet of space to be utilized as a sterile autopsy suite to conduct sterile autopsy bone and tissue harvesting at a rate of \$27.00 per square foot. It also includes rental of approximately 1,450 square feet of space for associated services for the Medical Examiner's Department at a rate of \$1.00 annually. The initial annual rental rate for the combined space is \$34,229.28, which shall increase by approximately two percent annually. In the second year, the rental rate increases to \$34,913.88 annually, and, in the third year, the rental rate increases to \$35,612.16 annually. The total rental revenue to the County for the three-year lease term, plus the renewal period is \$215,921.40. The Internal Services Department will receive a four percent management fee for the administration of the Lease, which totals \$8,636.85. In addition, the Tenant shall pay the County \$450.00 per month for operating expenses. The amount of operating expenses may be adjusted annually depending upon building maintenance costs. Should the amount of the operating expenses remain the same over the initial term, including the renewal period, the positive fiscal impact to the County, to offset expenses, is \$32,400. The total fiscal impact (rental revenue and operating expenses) to the County for the three-year lease term, plus the renewal period, is \$248,321.40.

Track Record/Monitor

The County has no record of negative performance issues with the Tenant. The Lease was prepared by the Internal Services Department. Daniel Borges of the Internal Services Department is the Real Estate Officer. A copy of the Lease will be provided to the Property Appraiser's Office within 30 days of its execution.

Delegation of Authority

Authorizes the County Mayor, or the County Mayor's designee, to execute the Lease and to exercise all other rights conferred therein.

Background

Previously, the University of Miami leased most of the subject space from the County, and utilized the Tenant, and/or an affiliate entity, as a contractor to perform certain autopsy services, including harvesting tissues. The University of Miami elected to terminate its lease with the County, but the Tenant desires to remain on the premises to continue its autopsy and tissue harvesting work. The Medical Examiner's Department has determined that the Tenant serves an integral role in the work of the department; such work, namely the procurement of biological tissue for transplantation to living recipients, is for a public purpose.

Furthermore, the Histopathology Laboratory rooms will be utilized by the Tenant primarily for the benefit of the County, specifically the Medical Examiner's Department, and as a result, the department reduced the rent for the Histopathology Laboratory rooms (M205, M206, M207 and M208), comprising approximately 1,450 square feet, to a nominal amount of \$1.00 per year. The Medical Examiner's Department requires the services of the Tenant to evaluate evidentiary human tissue that is collected during the autopsy process as part of death investigations, as specified in Florida Statutes, Chapter 406.

The Tenant is affiliated with Vivex Biomedical, Inc., a company based in Marietta, Georgia, which is known for its medical research and tissue transplantation.

Additional Lease details are as follows:

COMPANY PRINCIPALS:

Tracy S. Anderson, CEO and President of Vivex Biomedical
Charles (Leo) Cook, General Counsel and Corp. Secretary
Tom Gibson, CFO of Vivex Biomedical (Current)
Stuart Komenski, CFO of Vivex Biomedical (Incoming)
Lou Barnes, COO of Vivex Biomedical and President UMTB

LEASE TERM:

Three years, plus one, three-year option to renew

EFFECTIVE DATE:

The first day of the month following the effective date of the resolution approving the Lease.

RENTAL RATE:

The Tenant shall initially pay \$34,229.28 (approximately \$27.00 per square foot) in annual base rent for 1,268 square feet of space. Under the proposed Lease, the annual base rent shall increase by approximately two percent every year. In addition, the Tenant shall also pay the County \$450.00 per month for operating expenses, to assist in covering the cost of building maintenance.

LEASE CONDITIONS:

Use of the property is limited to the specific purposes of a sterile autopsy suite (conducting sterile autopsies, bone and tissue harvesting and related purposes).

CANCELLATION PROVISION:

The County shall have the right, at any time, without cause, to terminate the entire Lease by providing the Tenant with at least 180 days advanced written notice of such cancellation. Furthermore, the proposed Lease pertaining to the Histopathology Laboratory rooms, specifically rooms M205, M206, M207 and M208, shall automatically terminate if the County's contract for evaluating evidentiary human tissue with the Tenant is terminated.

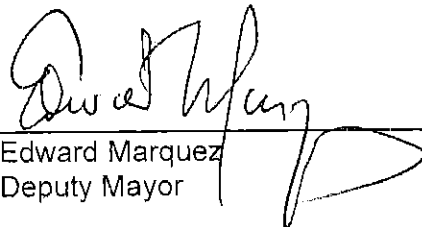
OTHER PROPERTIES
EVALUATED:

Pursuant to Resolution No. R-333-15, the Internal Services Department Real Estate Development Division has conducted an in-house survey of the comparable rental values in the area of the subject property to determine the market rental value of the subject property. Those findings are provided below.

2840 NW 7 Avenue, Miami, FL – \$17.00 per square foot, triple net, on an annual basis for 5,000 square feet of office/retail space.

1011 Sunnybrook Road, Miami, FL – \$32.00 per square foot, full service, on an annual basis for 2,498 square feet of office/medical space.

1951 NW 17 Avenue, Miami, FL – \$15.00 per square foot, modified gross lease, on an annual basis for 1,752 total square feet of office space.


Edward Marquez
Deputy Mayor



MEMORANDUM

(Revised)

TO: Honorable Chairman Esteban L. Bovo, Jr.
and Members, Board of County Commissioners

DATE: November 7, 2017

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 8(F)(2)

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
- ☐ Statement of social equity 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)(2)
11-7-17

RESOLUTION NO. _____

RESOLUTION DECLARING SURPLUS COUNTY-OWNED PROPERTY LOCATED AT 1851 NW 9 AVENUE, SPECIFICALLY CERTAIN AUTOPSY ROOMS, LABORATORY ROOMS, AND AN OFFICE SPACE, LOCATED IN THE CITY OF MIAMI, AND APPROVING PURSUANT TO FLORIDA STATUTES, SECTION 125.38, TERMS OF THE LEASE AGREEMENT BETWEEN MIAMI-DADE COUNTY AND UMTB DONOR SERVICES FOUNDATION, A FOREIGN NOT-FOR-PROFIT CORPORATION, FOR CONDUCTING STERILE AUTOPSIES, BONE AND TISSUE HARVESTING, INVESTIGATIONS, AND RELATED PURPOSES, FOR A THREE YEAR TERM, WITH ONE THREE YEAR RENEWAL PERIOD, WITH AN ANNUAL RENT OF \$34,229.28 FOR THE FIRST YEAR, AND ADJUSTED ANNUALLY THEREAFTER BY APPROXIMATELY TWO PERCENT FOR EACH SUBSEQUENT YEAR, WITH A TOTAL GROSS REVENUE TO THE COUNTY FOR THE SIX YEAR PERIOD, INCLUDING OPERATING EXPENSES, OF \$248,321.40; AND AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXECUTE THE LEASE AGREEMENT, TO EXERCISE ANY AND ALL OTHER RIGHTS CONFERRED THEREIN, TO TAKE ALL ACTIONS NECESSARY TO EFFECTUATE THE FOREGOING, AND TO PROVIDE AN EXECUTED COPY OF THE LEASE AGREEMENT TO THE PROPERTY APPRAISER'S OFFICE WITHIN 30 DAYS OF ITS EXECUTION

WHEREAS, UMTB Donor Services Foundation is a Foreign not-for-profit corporation, involved in conducting sterile autopsy, bone and tissue harvesting, along with related purposes; and

WHEREAS, UMTB Donor Services Foundation desires to lease certain County-owned property located at 1851 N.W. 9 Avenue, specifically Sterile Autopsy rooms M109, M111, M114, M127, M131, and M132, located on the First (1st) Floor of the building, Histopathology

Laboratory rooms M205, M206, M207, and M208, located on the Second (2nd) Floor of the building, along with a single 8'x 8' cubicle located on the Second (2nd) Floor of the building on the property (together hereinafter the "Premises"); and

WHEREAS, UMTB Donor Services Foundation seeks to utilize the Premises for community interest and welfare purposes, including assisting the Medical Examiner's Office with certain services provided by UMTB Donor Services Foundation in the Histopathology Laboratory involving the evaluation of the evidentiary human tissue that is collected during the autopsy process, as part of death investigations, as specified in the Florida Statutes, Chapter 406; and

WHEREAS, UMTB Donor Services Foundation has applied to the County for the use of the Premises, and has represented that it will use the County-owned spaces consistently with its mission, and in accordance with the proposed Lease Agreement with the County, and all in support of the community interests and welfare purposes for which it is organized; and

WHEREAS, the Board finds, pursuant to Section 125.38, Florida Statutes, that UMTB Donor Services Foundation does require the Premises for such use, that a lease agreement for that use would promote community interests and welfare, and that the Premises is not otherwise needed for County purposes; and

WHEREAS, the Premises has been circulated, and no County department has expressed a need for, or interest in, such Premises; and

WHEREAS, pursuant to Resolution No. R-33315, the County Internal Services Department has advised that the current annual market rent for the Premises would range from a payment of \$15.00 per square foot for a modified gross lease to \$32.00 per square foot, for a full service lease; and

WHEREAS, the Premises would be leased to UMTB Donor Services Foundation for a three (3) year term, with one (1) three (3) year option to renew, for an initial annual rent payment of \$34,228.28 (approximately \$27.00) for 1,267.71 square feet; along with an annual rent payment of \$1.00 for 1,449.89 square feet of space, the Histopathology Laboratory, which the use of such laboratory space will be affiliated with the work of the Medical Examiner's Office; and

WHEREAS, the proposed Lease Agreement will further restrict the use, assignment, and subleasing of the Premises without the prior written consent, to ensure compliance with the intent of this Board,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. This Board incorporates the foregoing recital, approves the Lease Agreement with UMTB Donor Services Foundation for the lease of the aforementioned autopsy rooms, laboratory rooms, and office space, all located at 1851 N.W. 9 Avenue (a/k/a 1 Bob Hope Road), Miami, Florida (the "Premises"), in substantially the form attached hereto and made a part hereof, with a positive fiscal impact to the County of approximately \$248,321.40, over the 3-year term, and the additional 3-year renewal term, including operating expenses.

Section 2. This Board finds that the Premises is not needed for County purposes and declares the Premises surplus.

Section 3. This Board authorizes the Lease Agreement for the Premises to UMTB Donor Services Foundation, pursuant to Section 125.38, Florida Statutes, and approves the terms of the Lease Agreement, including a three (3) year term, plus one (1) additional three (3) year renewal option term, in substantially the form attached hereto, as "Exhibit A," and which is

incorporated herein by this reference. This Board authorizes the County Mayor or the County Mayor's designee to execute the Lease Agreement for and on behalf of Miami-Dade County, and to exercise any and all other rights conferred therein, and to take all actions necessary to effectuate the same.

Section 4. The County Mayor or the County Mayor's designee is hereby directed to appoint staff to monitor compliance with the terms of the Lease Agreement, and to provide to the Property Appraiser's Office an executed copy of the Lease Agreement within 30 days of its execution.

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:

Esteban L. Bovo, Jr., Chairman	
Audrey M. Edmonson, Vice Chairwoman	
Bruno A. Barreiro	Daniella Levine Cava
Jose "Pepe" Diaz	Sally A. Heyman
Barbara J. Jordan	Joe A. Martinez
Jean Monestime	Dennis C. Moss
Rebeca Sosa	Sen. Javier D. Souto
Xavier L. Suarez	

The Chairperson thereupon declared the resolution duly passed and adopted this 7th day of November, 2017. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the 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.

MAG

Miguel A. Gonzalez

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease"), is being entered into this ____ day of _____, 2017 ("Effective Date") between Miami-Dade County, a political subdivision of the State of Florida ("Landlord"), and UMTB Donor Services Foundation ("Tenant"), by which Landlord does this day lease unto Tenant, and Tenant does hereby lease from Landlord, certain areas and rooms, as identified below, which are all located in the Miami-Dade County Medical Examiner's building, located at 1851 N.W. 9 Avenue (a/k/a 1 Bob Hope Road), Miami, Florida 33136, as shown on the attached Exhibit A ("Premises"), for a period of three (3) years, so long as the Tenant, at all times, remains in compliance with this Lease.

PART I PREAMBLE

The following sets forth basic data hereinafter referred to in this Lease, and where appropriate, constitute definitions of the terms hereinafter listed:

A. TENANT:	UMTB Donor Services Foundation (a not-for-profit entity)
B. TENANT'S ADDRESS:	1951 N.W. 7 Avenue, Suite 200, Miami, Florida 33136
C. LANDLORD:	Miami-Dade County, a political subdivision of the State of Florida
D. PRESENT NOTICE AND RENT PAYMENT MAILING ADDRESS OF LANDLORD:	111 N.W. 1 Street, 24 th Floor, Miami, Florida 33128 All payments due hereunder, including, but not limited to, Rent and Operating Expenses, should be made payable to the Landlord, at the address identified here.
E. PROPERTY LOCATION AND ADDRESS:	Medical Examiner's building 1851 N.W. 9 Avenue (a/k/a 1 Bob Hope Road), Miami, Florida 33136 Folio Number: 01-3135-061-0010
F. PREMISES:	The Premises consists of several rooms and areas, located throughout the Medical Examiner's building, on two (2) separate floors in the facility. The Premises consists of the Sterile Autopsy rooms M109, M111, M114, M127, M131, and M132, located on the First (1 st) Floor; Histopathology Laboratory rooms M205, M206, M207, and M208, located on the Second (2 nd) Floor; and a single 8' x 8' cubicle located on the Second (2 nd) Floor of the building. See Exhibit A for floor plans of the Premises, and sizes of each of the rooms. The Premises has a combined square footage of 2,717.60 square feet.
G. TERM:	Three (3) years. This Lease shall become effective on the first day of the month following ten (10) days after the date of its adoption by the Board of County Commissioners, unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by the Miami-Dade County Board of Commissioners. The date on which this Lease becomes effective as provided herein is called the "Commencement Date," and expiring three (3) years thereafter (the "Expiration Date").
H. MONTHLY RENT - INITIAL YEAR	\$2,852.44 monthly, and payable in advance. Rent is in addition to the Operating Expenses, due in advance on the first (1 st) day of each calendar month and payable to Landlord at the Landlord's address set forth in paragraph D above, or to such other address and/or person as the Landlord shall notify Tenant in writing. The parties agree that the Rent

	takes into account that the Histopathology Laboratory rooms (M205, M206, M207 and M208), comprising 1,449.89 square feet, which are being leased to the Tenant for a combined Rent of One (\$1.00) Dollar per year.
I. ANNUAL RENT AND MONTHLY RENT:	First Year: \$34,229.28 annually Monthly Rent Payment - \$2,852.44 Second Year: \$34,913.88 annually Monthly Rent Payment - \$2,909.49 Third Year: \$35,612.16 annually Monthly Rent Payment - \$2,967.68
J. OPTION PERIOD:	Tenant shall have one (1) three (3) year option to renew this Lease in accordance with the terms contained in this Lease, and such option to renew shall hereinafter be referred to as the "Option Period." The Rent during the Option Period shall be the following: Option Period – Year 4: \$36,323.40 Monthly Rent Payment - \$3,026.95 Option Period – Year 5: \$37,050.84 Monthly Rent Payment - \$3,087.57 Option Period – Year 6: \$37,791.84 Monthly Rent Payment - \$3,149.32
K. RENT COMMENCEMENT DATE:	The payment of Rent shall begin as of the Commencement Date of this Lease, and shall be paid monthly, one the first day of each month, without demand, setoff, or deduction.
L. OPERATING EXPENSES:	\$450.00 per month. This amount is paid monthly to the Landlord in addition to the Rent.
M. FLORIDA SALES TAX	In accordance with §212.031 of the Florida Statutes, the Tenant is responsible for any and all applicable sales tax and any applicable discretionary sales surtax for the Premises.
N. PERMITTED USE:	A Sterile Autopsy Suite, for the purpose of conducting sterile autopsy, bone and tissue harvesting and related purposes.
O. SECURITY DEPOSIT:	Tenant shall pay to Landlord a Security Deposit in the amount of \$2,852.44, to be held by Landlord, in a non-interest bearing account, subject to the terms herein.
P. RENT INCREASES:	Beginning on the anniversary of the Commencement Date, including during the Option Period, the Annual Rent will be increased annually by approximately two (2%) percent over the previous year's Annual Rent, as described above in the Annual Rent and Monthly Rent section, paragraph I, and paragraph J, the Option Period section.

This Lease consists of the foregoing introductory paragraphs, constituting the Preamble (consisting of paragraphs A through P), along with any and all exhibits, all of which are incorporated herein by this reference. In the event of any conflict between the information contained in the Preamble, and the language in the Standard Lease Provisions, which follow, the Standard Lease Provisions shall control.

STANDARD LEASE PROVISIONS

PART II

Terms and Conditions

SECTION 1. DESCRIPTION OF PREMISES: The Landlord hereby leases to Tenant, and the Tenant hereby rents from the Landlord the following:

Certain areas and rooms of the property located at 1851 N.W. 9 Avenue (a/k/a 1 Bob Hope Road), Miami, Florida 33136, which consists of the Sterile Autopsy rooms M109, M111, M114, M127, M131, and M132, located on the First (1st) Floor; Histopathology Laboratory rooms M205, M206, M207, and M208, located on the Second (2nd) Floor; and a single 8' x 8' cubicle located on the Second (2nd) Floor of the building ("Premises"). The Premises has a combined square footage of 2,717.60 square feet. The Premises is depicted on the attached diagrams, marked Exhibit "A", and which incorporated herein by this reference.

Landlord and Tenant agree that the foregoing square footage is only an approximation of size, as the Premises has not been duly measured by the Landlord. Further, the Tenant is fully aware of the size of the Premises and has determined that it is sufficiently suited for its intended purposes.

Further, the Landlord and Tenant have performed a pre-occupancy inspection of the Premises. Notwithstanding anything to the contrary contained herein, the Premises has been inspected by the Tenant who accepts the Premises in its "AS IS" and "WHERE IS" condition, with any and all faults, and who understands and agrees that the Landlord does not offer any implied or expressed warranties as to the condition of the Premises and/or whether it is fit for any particular purpose. The Premises is being Leased with only the furniture, fixtures or equipment listed on the attached Inventory, which is marked "Exhibit B", and is incorporated herein by this reference.

SECTION 2. RENT: Tenant shall lease the Premises at and for the agreed upon annual amount of Thirty-four Thousand Two Hundred Twenty-nine Dollars and Twenty-eight Cents (\$34,229.28), the Annual Rent, payable in twelve (12) equal monthly installments of

Two Thousand Eight Hundred Fifty-two Dollars and Forty-four Cents (\$2,852.44), in advance, beginning on the Commencement Date ("Annual Rent"). The parties acknowledge and agree that the Annual Rent shall increase by approximately two (2%) percent annually, as outlined in paragraph I of the Preamble. Additionally, Tenant shall pay any additional rent ("Additional Rent") as hereinafter set forth in this Lease; plus any applicable taxes in the nature of sales tax, rental tax, real estate tax, personal property tax, use or similar taxes or impositions now or hereafter assessed or levied by any appropriate taxing authority upon the payment of the Rent, or other charges, fees, and/or expenses to be paid by Tenant. At all times after the date hereof the Tenant shall be governed by and subject to all of provisions, covenants and conditions of this Lease requiring the payment of the Annual Rent, Additional Rent, and other charges, which shall be paid by Tenant. The Annual Rent and Additional Rent are sometimes referred to herein collectively as "Rent."

The Histopathology Laboratory rooms are being utilized by the Tenant primarily for the benefit of the Landlord, and as a result, the Landlord has agreed to rent the Histopathology Laboratory rooms, comprising approximately 1,449.89 square feet, to the Tenant for a nominal amount of One (\$1.00) Dollar per year, which amount is included in the above-referenced Rent. Specifically, the Landlord agrees that the Landlord's Medical Examiner's Department requires the services of the Tenant, as outlined in the Histopathology Services contract initiated with Miami-Dade County Procurement - Contract: BW 9156-4/21, in the Histopathology Laboratory in evaluating the evidentiary human tissue that is collected during the autopsy process, as part of death investigations, as specified in the Florida Statutes, Chapter 406. As a result, Landlord and Tenant hereby acknowledge and agree that the Rent takes into account that the Histopathology Laboratory rooms (M205, M206, M207 and M208) are being leased to the Tenant for a combined Rent of One (\$1.00) Dollar per year.

Tenant shall pay the initial payment of Rent within ten (10) days of the Commencement Date. Afterwards, the

Tenant hereby agrees that it shall remit to Landlord all payments for Rent on or before the first day of each month, throughout the term, without demand at the Rent Payment Mailing Address of the Landlord listed in the Preamble, or at such other place and to such other person, as Landlord may from time to time designate in writing.

It is the intention of Tenant and Landlord that the obligations of Tenant shall be separate and independent covenants and agreements, and that the Rent, and all other sums payable by Tenant, shall continue to be payable in all events, unless otherwise expressly provided herein, and that the obligations of the Tenant shall continue unaffected, unless the requirement to pay or perform have been terminated pursuant to the express provisions of this Lease. Rent, and all other sums payable by the Tenant, shall be paid without notice or demand, and without setoff, counterclaim, recoupment, abatement, suspension, deferment, diminution, deduction, reduction or defense, except as specifically set forth in this Lease. Except as otherwise expressly provided in this Lease, Tenant agrees that it shall not take any action to terminate, rescind or avoid this Lease. Tenant waives all rights which are not expressly stated herein to quit, terminate or surrender this Lease, or any of the Premises, to any setoff, counterclaim, recoupment, abatement, suspension, deferment, diminution, deduction, reduction to Rent or any other sums payable under this Lease, except as specifically set forth in this Lease.

All payments due under the terms of this Lease for partial months within the term shall be prorated in the same ratio that the number of days during which Tenant occupies the Premises in any such month bears to the number of days in said month, without allowance for weekends or holidays. Tenant's obligations to pay Rent, or to make any other payments, or to fulfill any other obligations under this Lease, shall terminate on the day following the date on which Tenant vacates the Premises at the expiration or earlier termination of the Term, and all monetary obligations created by this Lease shall be prorated through the date on which Tenant shall have so vacated the Premises, unless obligated otherwise by this Lease.

No payment by Tenant, or receipt by Landlord, of a lesser amount than the Rent due hereunder shall be deemed to be other than on account of the earliest stipulated Rent due, nor shall any endorsement or statement or any check or any letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or pursue any other remedy provided herein or by law. Any letter accompanying such check that such lesser amount is payment in full shall be given no effect, and Landlord may accept such check without prejudice to any other rights or remedies which Landlord may have against Tenant.

Landlord shall have the option to assess a returned check fee in the amount of Fifty Dollars (\$50.00), and a service charge, in the amount of Twenty-five Dollars (\$25.00), should the Tenant issue a check to the Landlord, which is not honored by the Tenant's banking institution.

SECTION 3. TERM: The term of this Lease shall commence on the Commencement Date, and Landlord and Tenant agree that this Lease is scheduled to terminate three (3) years thereafter (hereinafter "Expiration Date"). After the Commencement Date, the Landlord shall send the Tenant a Letter of Commencement, identifying both the Commencement Date, and the Expiration Date of this Lease.

Except as otherwise provided herein, this Lease shall terminate on the Expiration Date, without the necessity of any notice from either the Landlord or the Tenant to terminate the same, and Tenant hereby waives notice to vacate or quit the Premises and agrees that Landlord shall be entitled the benefit of all provisions of law with respect to the summary recovery of possession of the Premises from a Tenant holding over to the same extent as if statutory notice had been given. Tenant hereby agrees that if it fails to surrender the Premises at the end of the term, or any renewal thereof, Tenant will be liable to Landlord for any and all damages which Landlord shall suffer by reason thereof.

If Tenant shall be in possession of the Premises after the Expiration Date, then, in accordance with Section 5,

Holdover, in the absence of any agreement extending the term hereof, the tenancy under this Lease shall be deemed to be in holdover, and on a month-to-month tenancy, terminable by either party with thirty (30) days prior written notice. Such month-to-month tenancy shall be subject to all of the covenants, conditions, provisions, restrictions and obligations of this Lease, except that the Rent shall increase by two (2%) percent annually, from last amount of the Rent applied under this Lease.

Further, with specific regard to the Histopathology Laboratory rooms (M205, M206, M207, and M208), the parties hereby acknowledge and agree that this Lease shall automatically terminate whenever the Histopathology Services Contract (Contract No.: BW9156-4/21) is terminated or expires, without interfering with or otherwise terminating this Lease as it shall relate to the remainder of the Premises, including any other space or rooms within the Premises. Should this Lease terminate with respect to the Histopathology Laboratory rooms, then the annual rent shall be automatically reduced by One (\$1.00) Dollar.

SECTION 4. OPTION PERIOD: If an option to renew is included in the Preamble hereof, then this Lease may be extended for such Option Period on the same terms and conditions set forth herein. Tenant shall have the option to extend the Term of this Lease for one (1) additional three (3) year period, by providing written notice to the Landlord at the end of the Term, but no earlier than six (6) months prior to the end of the Term. Tenant may only exercise the Option Period if there exists no material defaults of behalf of the Tenant beyond any applicable notice and cure periods. Subject to the conditions set forth herein, the Term of the Lease will be extended, and the Option Period will be deemed to be exercised, without the requirement of a further act, lease, or agreement by either party, unless Tenant shall fail to give the Landlord written notice of its desire to extend the Term of this Lease at least two (2) full calendar months prior to the end of the Term, and then in such instance, the Landlord shall have the sole option to elect to grant the Tenant the option to renew this Lease.

SECTION 5. HOLDOVER: In the event the Tenant remains in the possession of the Premises after the

Expiration Date, or the earlier termination of this Lease, and without the Landlord's prior written consent for any renewal of this Lease, the Tenant shall be deemed to be in holdover, and on a month-to-month tenancy, subject to all of the conditions of this Lease except for the amount and the payment of Rent. The parties agree that the damage to the Landlord resulting from any failure by the Tenant to timely surrender possession of the Premises may be substantial, may exceed the amount of the Rent payable under this Lease, and will be impossible to measure accurately. The Tenant, therefore, acknowledges and hereby agrees that if possession of the Premises is not surrendered to the Landlord upon the Expiration Date or earlier termination of this Lease, in addition to any rights or remedies the Landlord may have under this Lease, or at law, or in equity, the such month-to-month tenancy shall be subject to all of the covenants, conditions, provisions, restrictions and obligations of this Lease, except that the Rent shall increase by two (2%) percent annually, from last amount of the Rent applied under this Lease, and the Tenant shall be liable for any damages or injuries incurred by the Landlord due to such holding over. Nothing herein shall be deemed to permit the Tenant to retain possession of the Premises after the Expiration Date, or the earlier termination of this Lease. Further, the Tenant also agrees that as a result of any holdover, the Tenant shall defend, indemnify, and hold the Landlord harmless from and against any and all claims, suits, actions liabilities, losses, costs and expenses of any kind suffered by the Landlord, as a result of the Tenant holding over. This paragraph shall survive the expiration date, or earlier termination of this Lease.

SECTION 6. EARLY TERMINATION BY THE PARTIES: Separate and apart from any other rights granted to the parties to cancel or otherwise terminate this Lease, the both parties shall have the right, at any time, without cause, to terminate this Lease by giving the other party at least one hundred eighty (180) days' advanced written notice of such cancellation. Upon such cancellation, this Lease shall terminate as though the cancellation date were the date originally fixed as the end of the term of this Lease. Should the term of this Lease, at the time the Landlord elects to provide the Tenant with notice of termination/cancellation, be equal to or less than one hundred eighty (180) calendar days,

then notice shall be commensurate with the remaining Term of this Lease.

Should the Landlord be in default under this Lease, the Tenant shall provide written notification to the Landlord, specifying the basis for such default, and advising the Landlord that such event of default must be cured within thirty (30) days, so long as such default is curable with a thirty (30) day period. If the default is not curable within a thirty (30) day period, then the Tenant shall specify a reasonable amount of time in its notice to the Landlord, and the Landlord shall have a reasonable amount of time to cure such default, so long as the Landlord has commenced curing such default within thirty (30) days of receiving the notice from the Tenant, and thereafter diligently acts to effectuate to cure the default. Should the Landlord fail to cure any such default, by the expiration of the applicable cure period, then the Tenant shall have the right to terminate this Lease upon ten (10) days' advanced written notice to the Landlord. Upon any such termination by the Tenant, the Tenant shall remain responsible for any and all obligations that arose during its tenancy of the Premises, as well as any obligations that naturally flow therefrom, and shall immediately pay such amount(s) to the Landlord.

SECTION 7. SECURITY DEPOSIT: The Tenant, within ten (10) days of execution of this Lease, agrees to pay the amount of the Security Deposit in the amount of Two Thousand Eight Hundred Fifty-two Dollars and Forty-four Cents (\$2,852.44), which shall be held as security for Tenant's performance as herein provided and refunded to Tenant at the end of this Lease subject to Tenant's satisfactory compliance with the conditions of this Lease. Tenant acknowledges and agrees that, except where required by law, Landlord shall (i) not be required to keep the Security Deposit separate from other funds, and may commingle the Security Deposit with its own funds or other deposits; and (ii) have no fiduciary responsibilities or trust obligations whatsoever with regard to the Security Deposit. In the event of bankruptcy or other debtor-creditor proceedings against Tenant, the Security Deposit shall be deemed to be applied first to the payment of Rent, and then to the other charges due to Landlord, for all periods prior to the filing of such proceedings.

In the event of the failure of Tenant to keep and perform any of the terms, covenants, and conditions of this Lease, then Landlord at its option may, appropriate and apply said entire Security Deposit which shall in no way limit damages otherwise available to Landlord, or so much thereof as may be necessary, to compensate Landlord for all loss or damage sustained or suffered by Landlord due to such breach on the part of Tenant. If Landlord uses, applies, or retains all or any portion of the Security Deposit, upon written notice, Tenant immediately shall restore the Security Deposit to its original amount. Landlord shall have the same rights and remedies for the non-payment by Tenant of any amounts due on account of the Security Deposit as Landlord has hereunder for the failure of Tenant to pay Rent. Should Tenant comply with all of said terms, covenants and conditions and promptly pay all of the Rent and all other sums payable by Tenant to Landlord hereunder, the Security Deposit shall be returned in full, without interest, to Tenant promptly after the end of the Term, provided the Premises is returned to Landlord in good condition, reasonable wear and tear excepted.

SECTION 8. CONDITION OF PREMISES: The Tenant hereby accepts the Premises in its "AS-IS" "WHERE-IS" condition, with any and all faults. The Tenant acknowledges and agrees that the Landlord has no present or future intention to make any capital or non-capital alterations or improvements to the Premises. The Landlord does not make any claim regarding the condition of the Premises, and hereby states that it does not offer any type of warranty as to the condition of the property, including, but not limited to, and warranty of use, or warranty of fitness.

The Tenant acknowledges and agrees that the condition of the Premises is suitable for its purposes, and agrees that if any concern, uneasiness, or interest exists in determining the environmental condition of the Premises, including the indoor air quality in the Premises, that the Tenant shall, at its sole cost and expense, retain an environmental consultant to examine the condition of the Premises, and if any remediation or improvement is necessary the Tenant shall undertake such work at its sole cost and expense.

SECTION 9. PERMITTED USE: It is hereby understood and agreed that the use of the Premises is

limited to the Permitted Use described in the Preamble and for no other purposes whatsoever. In the event there is a violation of the Permitted Use clause in this Lease, it shall be an event of default, and the Landlord shall have the right to exercise or pursue any and all remedies under this Lease, or any other remedy at law or in equity. No auction, fire, bankruptcy, "lost our lease" or going out of business sales (or the like) may be conducted within or about the Premises.

SECTION 10. OPERATING EXPENSES: As Additional Rent, Tenant shall pay to the Landlord Operating Expenses, as defined herein, which is the cost for utilities, maintenance, cleaning, and landscaping incurred during the Term of this Lease for both the Tenant's use and occupancy of the Premises, as well as the Landlord's maintenance and repair to the common areas of the Medical Examiner's building and parking lot ("Operating Expenses"). Operating Expenses are and shall mean expenses of any kind or nature which are necessary, ordinary, and customarily incurred with respect to the operation, repair, replacement, and maintenance of the Premises and the Medical Examiner's building, during a calendar year, and is generally charged as an operating expense to tenants by landlords of comparable buildings in the Miami-Dade County, Florida area. Operating Expenses include all costs and expenses of every kind and nature paid or incurred by Landlord in cleaning, operating, altering, refurbishing, mechanically equipping, decorating, lighting, repairing, improving, restoring, renovating, replacing, and maintaining all areas of the Premises and the Medical Examiner's building, signs, and utilities serving and/or required to be maintained in and to the Premises and the Medical Examiner's building (including areas such as hallways, corridors, access ways, sidewalks, elevators, lavatories, and loading/parking zone area(s) that are located in, or contiguous to, the Medical Examiner's building and available for use by Tenant, and its employees, agents, and vendors, or if the Landlord is otherwise required to maintain or repair same) and all taxes, assessments, costs and other expenses related to the Premises and/or the Medical Examiner's building. Operating Expenses shall not include those costs and/or expenses that are the sole financial responsibility of the Landlord under this Lease, such as the structural portions of the Premises including the roof, foundation, and/or the

curtain walls of the Premises. Further, the Operating Expenses shall not include the costs of repair for any repairs to the roof and/or roof membrane, repair and replacement of any energy management system, costs related to capital expenditures, Landlord's wages, unemployment taxes, social security taxes, and assessments, the cost or expense to process or handle bills and/or invoices as well as other items typically performed by landlords in similar buildings located in Miami-Dade County, Florida. Operating Expenses shall be one (1) flat fee (the same monthly amount) throughout the term of the Lease. Such amount is mentioned in the Preamble of this Lease. However, notwithstanding the foregoing, annually, the Landlord may determine that the amount of the Operating Expenses shall increase in order to appropriately cover the cost of, or otherwise reimburse the Landlord for, costs affiliated with maintaining the Medical Examiner's building, and the Premises.

SECTION 11. OPERATION OF PREMISES: Tenant covenants that it will (a) continuously operate one hundred (100%) percent of the Premises during the entire Term of this Lease; (b) keep the Premises open for business, except for federal and county holidays, and (c) conduct its business at all times in a manner conducive to the high reputation of a county facility. For the purpose of clarification, Tenant shall not abandon the Premises, irrespective of the payment of Rent, during the Term of the Lease or any extension thereof. In the event of abandonment, meaning the Tenant has not occupied the Premises for a period of more than ninety (90) days, except in the case of remodeling the Premises, or in the instance of a Casualty Event, or damage or destruction of the Premises (or such longer period upon prior written permission of Landlord), the Landlord shall have the right to terminate this Lease and bring an action to recapture the Premises.

SECTION 12. ASSIGNMENT-SUBLEASING: The Tenant shall not mortgage, pledge, encumber, assign this Lease, or sublet (which term, without limitation, shall include the granting of concessions, licenses, and the like) the Premises, or any part thereof, without Landlord's prior written consent, which may be withheld in Landlord's sole and absolute discretion. In the event Landlord provides its written consent for an assignment or sublease, Landlord shall receive one

hundred (100%) percent of any excess rent which is derived from the proposed transaction (including any fee, payment, etc. that Tenant receives in connection with any assignment and/or sublet). In any case whereby Landlord shall consent to such proposed subletting, Tenant named hereunder shall remain fully liable for the obligations of Tenant hereunder, including, without limitation, the obligation to pay the entire amount of the Rent, and other amounts provided herein. No assignment or subletting shall be valid or effective unless and until the assignee or subtenant, respectively, shall covenant in writing with Landlord, to the reasonable satisfaction of Landlord, to be bound directly to Landlord for the performance of all Tenant covenants contained herein. As part of Landlord's approval process for any assignment or sublet, the assignee or subtenant must be either governmental entity or a not-for-profit entity, consistent with §125.38, Florida Statutes, and the Landlord may require one or more of the following: (A) a Security Deposit from the assignee/subtenant in the amount equaled to one (1) month of Rent; and/or (B) financial and other information about the assignee/subtenant.

SECTION 13. TENANT'S RESPONSIBILITIES; PERSONAL PROPERTY: Tenant agrees to use and occupy the Premises as it is herein given the right to use at its own risk; and that, except for the gross negligence or willful misconduct of Landlord and/or Landlord's agents, Landlord shall have no responsibility or liability for any loss of or damage to Tenant's leasehold improvements or to furniture or equipment or other personal property of Tenant (collectively, "Tenant's Property") or those claiming by, through or under Tenant. In furtherance of the foregoing, Landlord, any agent of Landlord, and/or any principal of Landlord shall not be liable for any damage to Tenant's Property arising from the bursting or leaking of water or sewer pipes or roofing, unless arising from the gross negligence or willful misconduct of Landlord and/or Landlord's agents. The provisions of this Section shall apply during the whole of the Term hereof, and in view of any permission given to Tenant to install fixtures and do certain work prior to the Commencement Date, shall also apply at all times prior to the Commencement Date.

SECTION 14. COMPLIANCE WITH LAWS; GOVERNMENTAL APPROVALS: Tenant shall promptly comply with all statutes, ordinances, rules, orders, regulations and requirements of any applicable federal, state, and city government and of any and all of their departments and bureaus including any taxing authority or utility; and shall also promptly comply with all rules, orders and regulations of the applicable fire prevention codes for the prevention of fires, all the foregoing at the Tenant's own cost and expense. During the Term of the Lease, if any governmental agency, municipality, utility company, or Landlord's insurance company requires changes to the Premises or any of Tenant's facilities or systems which solely is applicable to the Tenant and/or the Premises, the Tenant shall make such changes at its sole cost and expense. Tenant shall be responsible, at the Tenant's sole cost and expense, for any and all required (i) fire alarm monitoring for the Premises, which benefits solely the Tenant, including, but not limited to, a dedicated phone line for such purpose, and (ii) fire sprinkler maintenance for the Premises, which benefits solely the Tenant, including, but not limited to inspections and repairs. If any third party, including, but not limited to, utility companies, municipalities and contractors, cause damage to the Premises, the Tenant shall be responsible, at its sole cost and expense, for the repair of such damages. **LANDLORD MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING TENANT'S PROPOSED USE OF THE PREMISES AND THE GOVERNMENTAL APPROVALS NECESSARY THEREFORE.**

SECTION 15. TENANT'S DEFAULT: Tenant shall be in default under this Lease if it fails to: (i) make timely payments of Rent or any other sums due hereunder, or (ii) faithfully observe all terms, covenants, rules and regulations contained in this Lease or such other uniform and non-discriminatory rules or regulations as may be hereafter made and promulgated by Landlord.

In the event of any default by Tenant remaining uncured past any applicable cure period, notwithstanding any waiver of any former breach of covenant or waiver of the benefit hereof or consent in a former instance, Landlord may immediately (1) apply the Security Deposit toward the satisfaction and cure of

such a default, and/or (2) cure Tenant's default at Tenant's cost and expense, and/or (3) after terminating this Lease re-enter the Premises and remove all persons and all or any property therefrom, without being liable for any prosecution therefor or damages therefrom for trespass or otherwise, and repossess and enjoy the Premises, with all additions, alterations and improvements, and Landlord may at its option, repair, alter, remodel and/or change the character of the Premises as it may reasonably deem fit, and/or (4) terminate this Lease upon written notice to Tenant and/or exercise any other remedies otherwise available to Landlord provided herein or at law or in equity. In connection with the foregoing, if Landlord so elects, after securing a judgment, or giving Tenant one hundred twenty (120) days prior written notice, Landlord may sell any personal property of Tenant at public auction or private sale and apply the net proceeds to the payment of all sums due to Landlord from Tenant, if any, and pay over the balance to Tenant. All rights and remedies available to Landlord shall be cumulative and non-exclusive.

The exercise by Landlord of any right granted in this Section shall not relieve Tenant from the obligation to make all Rent payments, and to fulfill all other covenants required by this Lease, at the time and in the manner provided herein. Tenant throughout the remaining Term hereof shall pay Landlord, no later than the last day of each month during the Term, the then current excess, if any, of the sum of the unpaid rentals and costs to Landlord resulting from such default by Tenant over the proceeds, if any, received by Landlord from such re-letting, if any, but Landlord shall have no liability to account to Tenant for any excess. Landlord shall not be required to re-let the Premises nor exercise any other right granted to Landlord hereunder, nor shall Landlord be under any obligation to minimize Tenant's loss as a result of Tenant's default, but will nonetheless use commercially reasonable good faith efforts to mitigate damages. If Landlord attempts to re-let the Premises, Landlord shall be the sole judge as to whether or not a proposed tenant is suitable and acceptable. After being disposed or ejected therefrom by process of law or under the terms of this Lease, Tenant hereby waives and surrenders all rights and privileges which it might have under or by reason of any present or future law to redeem the Premises or to

have continuance of this Lease for the Term hereby granted.

Tenant covenants and agrees, notwithstanding any termination of this Lease as aforesaid or any entry or re-entry by Landlord, whether by summary proceedings, termination, or otherwise, to pay and be liable for on the days originally fixed herein for the payment thereof, amounts equal to the several installments of Rent and other charges reserved as they would, under the terms of this Lease, become due if this Lease had not been terminated or if Landlord had not entered or re-entered, as aforesaid, and whether the Premises be re-let or remain vacant, in whole or in part, or for a period less than the remainder of the Term.

SECTION 16. TERMINATION BY LANDLORD:

In addition to the Landlord's rights pursuant to Section 15 above, Tenant's Default, as well as any other remedy available to Landlord under this Lease, or at law, or in equity, the occurrence of any of the following shall cause this Lease to be terminated by the Landlord upon the terms and conditions also set forth below:

A. Automatic Termination:

- 1) Institution of proceedings in voluntary bankruptcy by the Tenant.
- 2) Institution of proceedings in involuntary bankruptcy against the Tenant if such proceedings continue for a period of ninety (90) days.
- 3) Assignment by Tenant for the benefit of creditors.

B. Termination after ten (10) calendar days from receipt by Tenant of written notice by Certified Mail sent to Tenant for any of the following:

- 1) Non-payment of any sum or sums due hereunder after the due date for such payments; provided, however, that such termination shall not be effective if Tenant makes the required payment(s) during the ten (10) calendar day period from date of the written notice.
- 2) Notice of any condition posing a threat to health or safety of the public or patrons and not remedied within the ten (10) calendar day period from date of written notice.

C. Termination after fourteen (14) calendar days from receipt by Tenant of written notice by Certified Mail sent to the Tenant for the following:

- 1) Non-performance of any covenant of this Lease other than non-payment of rent and others listed in A and B above, and failure of the Tenant to remedy such breach within the fourteen (14) calendar day period from receipt of the written notice, or where a court finds that the Tenant has brought a frivolous and/or baseless claim or defense.

D. A final determination in a court of law in favor of the Landlord in litigation instituted by the Tenant against the Landlord, or brought by the Landlord against Tenant (termination shall be at the option of the Landlord).

E. Landlord, through its County Mayor, or Mayor's designee, as described elsewhere this Lease, shall have the right to terminate or cancel this Lease or any portion thereof, at any time, and for any reason whatsoever, by giving the Tenant one hundred eighty (180) calendar days written notice of such termination/cancellation prior to its effective date. Should the term of this Lease, at the time the Landlord elects to provide the Tenant with notice of termination/cancellation, be equal to or less than one hundred eighty (180) calendar days, then notice shall be commensurate with the remaining Term of this Lease.

SECTION 17. ACCELERATION CLAUSE AND DAMAGES: In addition to all other rights granted to Landlord in this Lease and not as a limitation of said rights, in the event of a termination and/or default by Tenant, Landlord shall have the right and option to accelerate all Rent due hereunder. Additionally, for the purposes of computing damages payable hereunder on account of a default by Tenant, it is agreed that there shall also be payable to Landlord, as damages, at the time of such default, the total of (i) Tenant's share of Operating Expenses, if any, due as part of a judgment on an action

by Landlord to evict the Tenant; and (ii) such amount for each of the years remaining in the Term hereof.

SECTION 18. ABANDONMENT: If Tenant shall fail to occupy, or elect to abandon, or vacate the Premises before the end of the Term of this Lease (except in the event Tenant elects to close the Premises temporarily for the purpose of remodeling same for no more than ninety (90) days, or in the instance of a Casualty Event (as described below), or damage or destruction of the Premises (or such longer period upon prior written permission of Landlord), or shall suffer the Rent to be more than three (3) months in arrears, Landlord may, at its option, forthwith cancel this Lease and/or bring an action to evict the Tenant. Notwithstanding Tenant's abandonment or Landlord's acceptance thereof, Tenant shall be responsible to satisfy any and all obligations due to Landlord under the terms of this Lease.

SECTION 19. COLLECTION AND EXPENSES: Landlord and Tenant hereby agree that should either party bring a cause of action against the other party for the alleged breach of any term, clause, covenant, and/or condition under this Lease, the parties, respectively, agree to pay the cost of their own attorneys, witnesses, consultants, and court costs. This provision shall apply to all trial and appellate proceedings and any other efforts by either party to enforce its rights and to any bankruptcy, receivership or other insolvency proceeding or negotiation.

SECTION 20. UTILITIES: Tenant and Landlord agree that the cost associated with the Premises for utilities that is, or may become, due, from the day the Commencement Date until the Expiration Date, including, but not limited to all charges for water, sewer, gas, steam, electricity (or other illumination), telephone, and all other utilities and services used or consumed on the Premises is incorporated into the amount for Operating Expenses for the Premises, unless paid separately by the Tenant.

SECTION 21. MAINTENANCE AND REPAIRS BY LANDLORD: Notwithstanding any other provisions of this Lease, the Landlord shall repair and maintain the structural portions of the Premises, including, but not limited to; the plumbing, the HVAC, and electrical systems that are installed or furnished by

the Landlord in the Premises, unless issues to the maintenance and repairs are caused by the negligence, or the willful act of the Tenant, its agents, servants, employees, licensees, or invitees, in which case the Tenant shall pay the Landlord the cost of such maintenance and/or repairs, less the amount of any insurance proceeds received by the Landlord on account thereof. The Landlord is responsible for the indoor air quality of the Medical Examiner's building, but not the Premises. The Landlord shall be solely responsible for any and all damages and repairs caused by the Landlord, and/or its employees, agents and/or vendors. The Landlord shall maintain and keep in good order, condition, and repair the structural portions of the Premises, including, but not limited to, the roof; the curtain wall, including any and all glass connections; all exterior doors; exterior locks on exterior doors and windows; ballasts, plumbing, electrical system, the ventilation system; the electrical closets; pest control; hallways, corridors, and areas leading from or to the Premises, including landscaped areas; walkways; pathways; and loading and parking zone area(s). The Landlord shall maintain lavatory, shower, toilet, wash basin, kitchen facilities in the common areas of the Medical Examiner's building (not in the Premises). The Landlord shall comply with any and all building and zoning codes, as applicable in making repairs, maintenance, and replacements. Although the Landlord will make any and all repairs, maintenance, and replacements, Section 10 (Operating Expenses) outlines each party's ultimate financial responsibility for the payments of such repairs, maintenance, and replacements.

The Landlord shall make any and all repairs within a reasonable period following receipt of notice of the need thereof from the Tenant. The Landlord shall also keep in good order, condition, and repair all fixtures and equipment in the Premises, and replace the same at the end of such equipment's normal and useful life. In the event that the Landlord fails to properly or timely maintain and repair the Premises, the Tenant, unless otherwise described in this Lease, shall have the right, but shall not be required to do so, after thirty (30) days' written notice to the Landlord, to make any and all repairs to the Premises, which the Tenant reasonably believes is necessary to timely and properly operate its business functions, and/or which present a reasonable

concern for safety for the Tenant, or any of its agents, vendors, employees, licensees, or invitees, and the cost of such repairs, including materials, labor, and overhead, at Tenant's election may be invoiced to the Landlord (but only if such cost would have been the expense of the Landlord, as in accordance with Section 10 (Operating Expenses)).

Notwithstanding the foregoing, the Landlord shall commence making any and all necessary repairs to the building HVAC system within twenty-four (24) hours upon receiving any notice or complaint from the Tenant. Should the Landlord fail to timely address the necessary repairs to the HVAC system, the Tenant shall be authorized to do any of the following: (i) hire a third-party company to make the necessary repairs to the HVAC system, and invoice the Landlord for the direct costs associated with such repair(s); and/or (ii) not occupy the Premises, and ask the Landlord to reduce the Rent by the number of days that the Premises was not utilized by the Tenant, so long as the Tenant first notified the Landlord, in writing, that it intended to vacate the Premises due to the lack of a functioning HVAC system.

In order to minimize any disruption to the Tenant's use of the Premises, the Landlord shall notify the Tenant in advance of any maintenance and/or repairs to be performed in the Premises, and/or which will affect the Premises. Upon receiving the Landlord's notice of pending repairs and/or maintenance, the Tenant shall reasonably consent to such work, and the Landlord shall proceed to construct, improve, repair and/or complete any work that is necessary to properly maintain the Premises. Any and all repairs to the Premises shall, to the greatest extent possible, be performed during non-working hours, to further minimize the impact upon the Tenant, and its employees. Should any of the Premises be unusable to the Tenant, as a result of the Landlord's repairs, the Tenant shall be entitled to rent abatement for the period of time such repairs are undertaken.

Landlord shall act to prevent the degradation of indoor air quality during the Term of this Agreement, including during the occurrence of any maintenance and/or repairs to the Premises that could allow off-gassing from embodied chemicals in construction

materials, or equipment into spaces occupied by the Tenant.

SECTION 22. LANDLORD'S ACCESS: Landlord, or any of its agents, shall have the right to enter the Premises during all reasonable hours, and with twenty-four (24) hours' prior written notice, except in the event of emergency, and without materially interfering with the conduct of Tenant's business, to examine the same to make reasonable inspections, repairs, additions or alterations as may be deemed necessary for the safety, comfort, or preservation thereof, or of the Medical Examiner's building, or to exhibit the Premises, and to put or keep upon the doors or windows thereof a notice "for rent", "for lease" or "available" at any time within four (4) months before the expiration of this Lease. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations, or additions, which do not conform to this Lease, or to the rules and regulations of the Premises. Landlord shall make reasonable efforts to minimize disruption of Tenant's business activities.

SECTION 23. ACCEPTANCE OF PREMISES AND REPAIR: Tenant hereby accepts the Premises in the condition that it is in as of the Commencement Date, on an "AS IS" "WHERE-IS" basis, with any and all faults, and without any obligation on the Landlord to perform any specific improvements and/or build-out, or otherwise improve any area, space, or equipment with respect to, the Premises. The Tenant acknowledges and agrees that the Landlord has no present or future intention to make any capital or non-capital alterations, renovations or improvements to the Premises. Tenant, at its sole costs and expense, shall be responsible for maintaining flooring (including waxing, cleaning, sterilizing, and/or replacing any tiles), walls, Tenant's Property, and any other furniture, fixtures, and equipment in the Premises, including all phone lines and conduits for phone lines in and to the Premises. Tenant agrees to maintain the Premises in the same condition, order and repair as it was at the Commencement Date, excepting only reasonable wear and tear arising from the use thereof under this Lease, and to make good to Landlord immediately upon demand, any damage to water fountains, toilets, electric lights and/or any fixture, appliances, or appurtenances of the Premises, or of the building, caused by any act or neglect of Tenant, or of

any person or persons in the employ, under the control of Tenant, or a business invitee of Tenant.

If any damage occurs to the Premises, the Tenant will notify the Landlord of such damage in writing, including the anticipate cost to repair such damage. The Tenant, in accordance with this Lease, shall either make the repairs or shall reasonably approve any such repairs to be made by the Landlord, along with the reasonable cost for repair, and after the repairs are made by the Landlord, the Tenant shall immediately reimburse the Landlord for the Landlord's cost associated with making such repair(s). Additionally, Tenant accepts all furniture, fixtures, and equipment, including any accessories, in the condition they have been delivered on the Commencement Date, with no representation or warranties from Landlord, except that any newly purchased equipment and accessories, acquired by the Landlord for the Premises, having warranties, such warranties shall be placed in the name of the Tenant. In addition to the foregoing, Tenant, at its sole cost and expense, shall do the following:

- a. In the event that any doors are destroyed or damaged because of the gross negligence, or intentional misconduct, of the Tenant, or any of its employees, vendors, agents, and/or guests, all doors (including, but not limited to, any metal frames or other items related to the doors), shall be replaced or repaired to like-new condition by the Landlord, on behalf of the Tenant (the Tenant shall immediately reimburse the Landlord).
- b. For any specially purchased and installed HVAC equipment (including dehumidifiers), for the Tenant, which is additional to the regular HVAC system for the Medical Examiner's building, the Tenant shall be responsible such HVAC system, and shall secure a service contract to regularly and properly maintain such HVAC system.

SECTION 24. TENANT IMPROVEMENTS; INSTALLATION BY TENANT: Tenant agrees that any and all work that may be performed on the Premises by the Tenant, and/or its agent or contractor in the Premises will be performed in a good and workman like manner, who is a licensed general contractor, under the guidelines of the applicable building codes and in

compliance with all applicable governmental regulations. Such general contractor, shall not be an employee of the Tenant, and shall be first approved by Landlord, in writing, prior to the commencement of any work in the Premises. Tenant shall be responsible for any construction defects in connection with its maintenance, repairs, and/or improvements to the Premises. Tenant's work shall be performed with minimal interference and disruption to Landlord, and any other tenants in the building.

SECTION 25. MAINTENANCE AND REPAIRS BY TENANT: Notwithstanding any other provisions of this Lease, the Tenant shall repair and maintain the area inside of the four (4) walls of the Premises, including any and all improvements made to the Premises, which maintenance and repairs involves, but is not limited to, any and all janitorial maintenance, waste removal, clearing, sterilizing, waxing of floors, and painting to the Premises, as well as repairs to any and all walls, ceiling, and flooring, unless issues to the maintenance and repairs are caused by the gross negligence, or the willful act of the Landlord, its agents, servants, employees, licensees, or invitees, in which case the Landlord shall be responsible for such maintenance and repairs.

The Tenant, at Tenant's sole cost and expense, shall, except for services furnished or otherwise provided by the Landlord, maintain the Premises, and all Tenant's Property contained therein, in a safe, clean, and neat condition, and otherwise in good order and repair. In the event that the Tenant fails to so maintain the Premises in good order, condition, and repair, the Landlord shall give the Tenant thirty (30) days' notice to do such acts as are reasonably required to properly maintain the Premises. In the event that the Tenant fails to commence such work within the thirty (30) day period, and diligently pursue it to completion, then the Landlord shall have the right, but shall not be required, to do such acts and expend such funds, at the expense of the Tenant, as are reasonably necessary to perform such maintenance, replacement and repairs. Landlord shall have no liability to Tenant for any incidental damage, inconvenience, or interference as a result of performing any such work on or about the Premises.

SECTION 26. HOLD HARMLESS: To the fullest extent permitted by law, the Landlord hereby agrees to indemnify, hold harmless, and defend the Tenant, its employees, agents, contractors, licensees, and invitees from and against any and all claims, actions, damages, liabilities, and expenses, including, but not limited to, judgments, settlement payments, fines paid, incurred or suffered by the Tenant in connection with any loss of life, personal injury and/or damage to property, arising from, or out of, the occupancy or use by the Tenant of the Premises, as a result of any act or inaction by the Landlord, its employees, agents, contractors, licensees, and/or invitees.

SECTION 27. INDEMNIFICATION: The Tenant shall indemnify and hold harmless the Landlord and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including any and all attorneys' fees and costs of defense which the Landlord 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 performance of this Lease by the Tenant, and/or its trustees, officers, employees, agents, partners, principals, contractors, or subcontractors. Tenant shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Landlord, where applicable, including appellate proceedings, and shall pay all costs, judgments and any and all attorneys' fees which may issue thereon. Tenant expressly understands and agrees that any insurance protection required by this Lease or otherwise provided by Tenant shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Landlord or its officers, employees, agents and instrumentalities as herein provided.

SECTION 28. INSURANCE: Prior to occupancy, the Tenant shall furnish to the Internal Services Department, Risk Management Division, 111 N.W. 1st Street, Suite 2300, Miami, Florida 33128, a Certificate(s) of Insurance which indicates that insurance coverage has been obtained which meets the minimum requirements as outlined below:

A. Worker's Compensation Insurance for all employees of the Tenant as required by Florida Statute 440.

B. Commercial General Liability Insurance on a comprehensive basis in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be shown as an additional insured with respect to this coverage.

C. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the work, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "A" as to management, and no less than "Class VII" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

CERTIFICATE HOLDER MUST READ:

MIAMI-DADE COUNTY
111 N.W. 1ST STREET
SUITE 2340
MIAMI, FLORIDA 33128

Compliance with the foregoing requirements shall not relieve the Tenant of its liability as an obligation under this section or any other section of this Lease.

Tenant shall be responsible for ensuring that the insurance certificates required in conjunction with this Section remain in full force for the duration of this Lease. If insurance certificates are scheduled to expire during the Term of this Lease, Tenant shall be responsible for submitting new or renewed insurance certificates to the Landlord prior to expiration.

SECTION 29. HAZARDOUS MATERIALS:

Hazardous materials shall not be used, generated, handled, disposed of, discharged or stored on or about the Premises. The requirements of this Section may be enforced by preliminary and permanent, prohibitory and mandatory injunctions as well as otherwise provided by law or ordinance. Tenant hereby indemnifies and holds harmless the Landlord, and Landlord's employees, assigns, vendors, contractors, agents, against all claims, causes of action, liability or loss, including any and all attorneys' fees and costs on the trial and appellate level, arising out of a violation by Tenant of this provision. Tenant's obligations and liabilities under this Section shall survive the termination of this Lease. Since the Premises is located within the boundaries of Miami-Dade County, Florida, the Director of the Miami-Dade County department entitled Regulatory and Economic Resources may also enforce the requirements of this Section.

SECTION 30. NUISANCE WASTE: Tenant shall not commit any waste upon the Premises or any nuisance or other act or thing which may disturb the quiet enjoyment of any neighboring property owner or tenant, or which may adversely affect Landlord's fee interest in the Premises or activity on the Premises. No loudspeakers, machinery, mechanical apparatus, or other devices shall be used or allowed to operate in a manner so as to be heard or seen outside of the Premises, without the prior written consent of Landlord. Tenant shall ensure, at its sole cost and expense, that it operates in a manner such that any odors, smells, or noise emanating from its use of the Premises do not impact or affect neighboring property owners or tenants. Tenant covenants and agrees to prevent the Premises from being used in a way which will injure the reputation of the Landlord, or of the Premises, or which may be a nuisance, annoyance, inconvenience, or damage to the neighboring property owners, including, without limiting the generality of the foregoing, noise

by, mechanical or electrical equipment, or any other noise or odors.

SECTION 31. ACCORD AND SATISFACTION:

Unless otherwise agreed to in this Lease, no payment by Tenant, or receipt by Landlord, of a lesser amount than the Rent due hereunder shall be deemed to be other than on account of the earliest stipulated Rent due, or shall any endorsement or statement or any check or any letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or pursue any other remedy provided herein or by law. Any letter accompanying such check that such lesser amount is payment in full shall be given no effect, and Landlord may accept such check without prejudice to any other rights or remedies which Landlord may have against Tenant, unless the Tenant is authorized to do so in accordance with this Lease.

SECTION 32. BINDING TERMS: This Lease shall bind Landlord and Tenant and their respective assigns or successors, heirs, assigns, personal representatives, or successors, as the case may be. The reference in the preceding sentence to the successors and assigns of Tenant is not intended to constitute consent to assignment by Tenant, but has reference only to those instances in which Landlord may later give written consent to a particular assignment.

SECTION 33. TIME OF ESSENCE: It is understood and agreed between the parties hereto that time is of the essence of this Lease and this applies to all terms and conditions contained herein.

SECTION 34. NOTICE: All notices should be in writing and delivered to the present notice mailing address of each party as listed in the Preamble. Further, for the Landlord, a copy of any such notice shall be sent to the County Attorney's Office, Miami-Dade County, 111 N.W. 1st Street, 28th Floor, Miami, Florida 33128. And for the Tenant, a copy of any such notice shall be sent to Lou Barnes, President and COO, UMTB, 1951 N.W. 7th Avenue, Suite 200, Miami, Florida 33136. It is understood and agreed between the parties hereto that written notice mailed via certified mail, return receipt requested, or sent by overnight courier (such as Federal

Express or DHL) and shall be deemed effective upon the date received or refused at the present notice mailing address to which the same were sent. Any such notice, demand, or communication from an attorney acting or purporting to act on behalf of a party shall be deemed to be notice from such party provided that in the case of notice from an attorney such attorney is in fact authorized to act on behalf of such party.

SECTION 35. SOVEREIGN PREROGATIVES: It is expressly understood that notwithstanding any provision of this Lease and the Landlord's status thereunder:

The Landlord retains all of its sovereign prerogatives and rights and regulatory authority as a county under Florida laws and shall in no way be estopped from withholding or refusing to issue any approvals of applications for building, zoning, planning, use, or development under present or future laws and regulations of whatever nature applicable to the planning, design, construction and development of the Premises or the operation thereof, or be liable for the same; and the Landlord shall not by virtue of this Lease be obligated to grant the Tenant any approvals of applications for building, zoning, planning, use, or development under present or future laws and ordinances of whatever nature applicable to the planning, design, improvement, repair, restoration, construction, and/or operation of the Premises.

No Liability for Exercise of Police Power

Notwithstanding and prevailing over any contrary provision in this Lease, or any Landlord covenant or obligation that may be contained in this Lease, or any implied or perceived duty or obligation including but not limited to the following:

- (a) To cooperate with, or provide good faith, diligent, reasonable or other similar efforts to assist the Tenant, regardless of the purpose required for such cooperation;
- (b) To execute documents or give approvals, regardless of the purpose required for such execution or approvals;

(c) To apply for or assist the Tenant in applying for any county, city, or third party permit or needed approval; or

(d) To contest, defend against, or assist the Tenant in contesting or defending against any challenge of any nature;

shall not bind the Board, the Regulatory and Economic Resources Department, or any division thereof, or any other county, city, federal, or state department or authority, committee or agency to grant or leave in effect any zoning changes, variances, permits, waivers, contract amendments, or any other approvals that may be granted, withheld or revoked in the discretion of the Landlord or any other applicable governmental agencies in the exercise of its police power; and the Landlord shall be released and held harmless, by the Tenant from and against any liability, responsibility, claims, consequential or other damages, or losses to the Tenant or to any third parties resulting from denial, withholding or revocation (in whole or in part) of any zoning or other changes, variances, permits, waivers, amendments, or approvals of any kind or nature whatsoever. Without limiting the foregoing, the parties recognize that the approval of any building permit and/or certificate of occupancy will require the Landlord to exercise its quasi-judicial or police powers. Notwithstanding any other provision of this Lease, the Landlord shall have no obligation to approve, in whole or in part, any application for any type of permit, license, zoning or any other type of matter requiring government approval or waiver. The Landlord's obligation to use reasonable good faith efforts in the permitting of the use of Premises shall not extend to any exercise of quasi-judicial or police powers, and shall be limited solely to ministerial actions, including the timely acceptance and processing of any requests or inquiries by Tenant as authorized by this Lease. Moreover, in no event shall a failure of the Landlord to adopt any of the Tenant's request or application for any type of permit, license, zoning or any other type of matter requiring government approval or waiver be construed a breach or default of this Lease.

SECTION 36. RIGHTS OF THE PARTIES: The rights of the parties under this Lease shall be cumulative, and failure on the part of either party to

exercise promptly any rights given hereunder shall not operate as a waiver of any of such party's rights.

SECTION 37. REPRESENTATIONS AND COVENANTS BY LANDLORD: The Landlord represents and covenants to the Tenant the following that:

(a) It has full power and authority to enter into this Lease and perform in accordance with its terms, conditions, and provisions and that the person signing this Lease on behalf of Landlord has the authority to bind the Landlord and to enter into this transaction, and the Landlord has taken all requisite action and steps to legally authorize it to execute, deliver and perform pursuant to this Lease.

(b) Landlord is the fee simple owner of the Premises, and Landlord will deliver the leasehold hereunder and exclusive possession of the Premises to the Tenant free and clear of any and all tenancies and occupancies of every nature whatsoever, whether by the Landlord, or otherwise, and subject only to the rights reserved herein to Landlord.

(c) Landlord will keep the Premises free and clear of any and all liens on account of any construction, repair, alternation, improvements, and/or taxes. Landlord shall keep any and all mortgage payments current and in good standing.

(d) Landlord represents and covenants as of the Commencement Date of this Lease, to the best of Landlord's knowledge, information, and belief the Premises will not be in violation of any federal, state, county, and municipal laws and regulations, including, but not limited to any building code, environmental regulation, or other government ordinance or law. Landlord further represents and covenants that it has not received any notice of any such violation.

(e) Landlord represents and covenants that, to the best of Landlord's knowledge, information, and belief there are no vermin, termites, insects, or pests of any kind or nature within the Premises. Should the Tenant find evidence of anything to the contrary, the Landlord shall immediately rectify the situation by immediately employing a pest exterminator.

SECTION 38. LANDLORD'S WORK ON BEHALF OF TENANT; ADDITIONAL RENT: It is understood and agreed between the parties hereto that any charges against Tenant by Landlord for services or for work done on the Premises by order of Tenant or otherwise accruing under this Lease (including for maintenance, repair, and/or replacements) shall be considered Additional Rent due and shall be included in any lien for Rent due and unpaid. Further, the parties hereby agree that before the Landlord undertakes any additional work for the Tenant not described, or otherwise contemplated by this Lease, for which the Landlord will seek compensation and/or reimbursement, the Landlord shall first obtain the request for such work from the Tenant in writing.

SECTION 39. PARTIES STATUS: The Landlord represents that it is a government entity, a political subdivision of the State of Florida, either at the time of the execution of this Lease or thereafter, and such status as a government entity shall be maintained during the Term of this Lease. In the event the Landlord fails to maintain its status as a government entity, the Tenant shall have the express authorization, at its sole option, to declare this Lease in default or cancel this Lease.

The Tenant represents that it is a business entity, organized and licensed to do business in both the State of Florida, and specifically in Miami-Dade County. The Tenant acknowledges and agrees that at all times during the Term of this Lease that it is and shall maintain its not-for-profit status, and remains current with the appropriate federal, state, and local authorities, and in the event the Tenant fails to maintain such status, the Landlord shall have the express authorization, at its sole option, to declare this Lease in default or cancel this Lease.

SECTION 40. PARTIES' REPRESENTATIONS AND WARRANTIES: If a party executes this Lease as a corporation, limited liability company or a partnership, then the party and the persons executing this Lease on its behalf, represent and warrant that the individuals executing the Lease on its behalf are duly authorized to execute and deliver the Lease on its behalf in accordance with the organizational documents, and that this Lease is binding upon it in accordance with its terms. Each party further warrants

that it has the full legal power and authority to execute and enter into this Lease and to perform all of its obligations hereunder, and the execution and commencement of this Lease, and the performance of its obligations hereunder will not conflict with or result in a breach of, or constitute a default, under any agreement, instrument, judgment, order or decree to which it is a party or to which it may be subject. In the event either party fails to operate as an active corporation, limited liability company or partnership, or government entity, as the case may be, at any time, without limiting the foregoing, in the event of any such breach of warranty, covenant, or representation, the other party may, in addition to any other remedy, may terminate this Lease by written notice to the other party.

SECTION 41. LANDLORD'S DEFAULT: It shall be an event of default of this Lease by the Landlord if, except as otherwise provided in this Lease, the Landlord fails to observe or perform any of the stipulations, terms, covenants and/or conditions of this Lease to be observed or performed by the 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 the Landlord shall not be deemed in default if the Landlord commenced such cure within the thirty (30) day period and thereafter diligently prosecutes such cure to completion. In the event of any such default by Landlord, the Tenant may at any time thereafter do any of the following: bring an action for damages; or for injunctive relief; or Specific Performance; and if relating to maintenance and/or repairs, then undertake such maintenance and/or repairs and deduct the amount of such work (including materials and labor) from any Rent due to the Landlord; and/or pursue any other remedy available to the Tenant under this Lease, or at law, or in equity.

SECTION 42. SUBORDINATION: Landlord and Tenant hereby agree that this Lease shall be automatically subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, now or at any time hereafter, or any other lien or liens placed on the property of which the Premises are a part and Tenant shall, when

requested, promptly execute and deliver such written instruments that shall be necessary to show the subordination of this Lease to said mortgages, deeds of trust or such other instruments in the nature of a mortgage. Specifically, if requested by Landlord's lender, Tenant shall execute a subordination, non-disturbance and attornment agreement ("SNDA") on Lender's form within thirty (30) business days of such request, so long as such SNDA is in a form reasonably acceptable to Tenant.

SECTION 43. FINANCING AGREEMENTS:

Tenant shall not enter into, execute or deliver any financing agreement that can be considered as a priority to any mortgage or deed of trust that Landlord may have placed, or places in the future, upon the Premises.

SECTION 44. LIENS: Tenant shall not permit any type of lien to be filed against the Premises for any reason whatsoever. This includes any type of lien for materials, labor, utilities or anything related to the Premises. If, for whatever reason, any mechanic's or other lien shall be filed against the Premises, purporting to be for labor or materials furnished or to be furnished at the request of Tenant, then Tenant shall, at its expense, cause such lien to be discharged of record by payment, bond or otherwise as allowed by law, within five (5) days after the filing thereof. If Tenant shall fail to cause such lien to be discharged of record within such ten (10) day period, Landlord, in addition to any other rights and remedies, may, but shall not be obligated to, cause such lien to be discharged by payment, bond or otherwise, without investigation as to the validity thereof or as to any offsets or defenses thereto, and Tenant shall, upon written demand, promptly within ten (10) days, pay to Landlord a sum equal to the amount of such lien(s) and reimburse Landlord for all amounts paid and costs incurred, including attorneys' fees and interest thereon at the maximum legal rate from the respective dates of Landlord's payment in having such lien discharged of record and, further, Tenant shall otherwise indemnify and save Landlord harmless from any claim or damage resulting therefrom. Tenant shall deliver to Landlord all necessary lien releases and waivers confirming that Tenant has paid its contractors and sub-contractors (collectively "Contractors") in full for any work performed by Contractors for Tenant, and further that

the Contractors release and waive any possible claims against the Premises associated with their work. Tenant acknowledges that a formal notice has been recorded in the Public Records denoting this prohibition against any type of lien being placed upon Landlord's property. The obligations in this section shall survive the expiration or early termination of this Lease.

SECTION 45. CASUALTY (NATURAL DISASTER) AND EMINENT DOMAIN (CONDEMNATION):

If the entire Premises is totally destroyed, as determined by the Tenant, as a result of a casualty, disaster (natural or otherwise) or hazard (a "Casualty Event"), the Tenant may, at its sole option, terminate this Lease by giving the Landlord thirty (30) days' written notice, and Landlord shall have no obligation to rebuild. If this Lease is not terminated by the Tenant, Landlord shall have the option, but not obligation, to render the Premises tenantable by repairs within ninety (90) days of such Casualty Event, and during such time the Tenant's responsibility to pay Rent, including any Additional Rent, is suspended. Landlord shall not be liable for any inconvenience or annoyance to Tenant, or for any injury to the business of Tenant, resulting from delays in repairing the damage. If the Premises is not rendered tenantable within said time, either party hereto may cancel this Lease by written notice, effective upon the receipt of such notice.

If this Lease is terminated as provided in this Section, all of Tenant's obligations under this Lease shall cease, effective from the date of casualty. If this Lease is not terminated, and if Tenant remains open for business in any portion of the Premises after the occurrence of an event that does not totally destroy the Premises, the Tenant shall be obligated to pay Rent and Operating Expenses, if any, in proportion to the square footage of the Premises which remains tenantable and utilized by the Tenant, and the Rent and Operating Expenses shall be reduced in proportion to the square footage of the Premises not utilized by the Tenant. All construction and/or repairs by Landlord shall be made in a manner consistent with and in accordance with all applicable codes and industry standards. Such damage shall be repaired in architecture and quality consistent with conditions existing prior to the damage and with facilities and amenities comparable to such structure

being replaced. If the Premises has been changed since the Commencement Date of this Lease but prior to the occurrence of an event damaging the Premises, Landlord shall have the option to rebuild the Premises according to the new design and construction criteria established by Tenant, or consistent with the prior structure of the Premises.

In the event the Premises, or a substantial portion thereof, is taken by any condemnation or eminent domain proceeding (a "Taking") whereby the same is rendered untenable, the parties hereto shall have the right to terminate this Lease without further liability on the part of Landlord or Tenant as of the date of the Taking, by providing thirty (30) days written notice from the date of such Taking. If this Lease is not terminated, and if Tenant remains open for business in any portion of the Premise after a Taking, Tenant shall be obligated to pay Rent and Operating Expenses in proportion to the square footage of the Premises which remains tenantable after a Taking, and Rent and Operating Expenses shall be reduced in proportion to the square footage of the Premises rendered untenable. Any award of proceeds resulting from a condemnation or sale in lieu thereof of the whole or part of the Premises will belong solely to Landlord and Tenant, as their rights may appear, and the Tenant hereby waives any right to make any additional claim against the Landlord.

In connection with any storms, hurricanes, tornados or other natural disasters, Landlord shall immediately repair the non-structural interior portions of its Premises to the extent damaged by such an event. During periods of hurricane or tropical storm watches and/or warnings, Tenant, as it deems appropriate, shall be permitted to install or mount hurricane shutters or other appropriate protection on the Premises at its sole cost and expense.

SECTION 46. LEASEHOLD IMPROVEMENTS UPON LEASE EXPIRATION OR TERMINATION: Tenant shall at the expiration or other termination of this Lease remove all of Tenant's Property, including any and all goods, furniture, trade fixtures, equipment, and effects, and other personal property from the Premises, (including, without hereby limiting the generality the foregoing, all signs and

lettering affixed or painted by Tenant, either inside or outside the Premises). All electrical connections from Tenant's sign shall be capped and the exterior façade surface of the sign area shall be made weather-tight and be restored to a like-new condition that is consistent with the rest of the façade (including any necessary cleaning, painting and/or patching of the surface). Tenant's right to remove these items from the Premises is conditioned upon Tenant's full and complete discharge of any and all obligations under this Lease. In the event any obligations are due and owing to Landlord at the time Tenant seeks to vacate the Premises, Tenant shall take no action to remove any of these items located on, in or outside the Premises, and Landlord shall be entitled to exercise any and all rights as Landlord against such property in order to satisfy all such obligations. Tenant also agrees to repair any damage caused to the Premises by the removal of these items. Anything attached to the property by electrical, plumbing or gas connections or anything attached to the ceilings, walls, and floors (including any carpeting) will remain the property of Landlord and shall not be removed from the Premises by Tenant. Any special equipment servicing the Premises, including on the roof or exterior of the Premises (e.g. fire suppression systems, compactors, bailers, conveyor systems), shall not be removed without Landlord's written prior consent. Any removal of such equipment without Landlord's prior written consent will result in Landlord charging Tenant for the cost of such equipment as new, as Additional Rent due.

SECTION 47. RETURN OF PREMISES: If the Expiration Date occurs on a weekend day or a federal or county holiday, the Premises shall be returned to the Landlord in accordance with this Section no later than 5:00 p.m. on the business day after such weekend day or federal or county holiday. On or before the specified time, Tenant shall deliver to Landlord the Premises, all keys, locks thereto, and other fixtures connected therewith and all alterations and additions made to or upon the Premises, in good condition subject to reasonable wear and tear (including being broom cleaned condition, meaning swept/vacuumed), damage by fire or other casualty only excepted. In the event of Tenant's failure to remove any of Tenant's property from the Premises, Landlord is hereby authorized without liability to Tenant for loss or damage thereto,

and at the sole risk and cost of Tenant, to remove and store any of the property at Tenant's expense, or to retain same under Landlord's control or after one hundred twenty (120) days to sell at public or private sale, with notice, any or all of the property not so removed by Tenant and to apply the net proceeds of such sale to the payment of any sum due hereunder. Landlord, at its sole option, may require Tenant, at Tenant's sole cost and expense, to place the Premises back to the original condition as delivered to Tenant on the Commencement Date.

SECTION 48. MODIFICATION, INTEGRATION AND INTERPRETATION: This Lease memorializes the entire agreement between the parties hereto and all prior negotiations, considerations, representations, and understandings between Landlord and Tenant are incorporated herein and may be modified or altered only by agreement in writing between Landlord and Tenant, and no act or omission of any employee or agent of Landlord shall alter, change, or modify any of the provisions hereof. Tenant specifically acknowledges that it has freely negotiated this Lease and that it has not been influenced to enter into this transaction. Tenant acknowledges that it has not relied upon any warranties or representations not specifically set forth in this Lease. Tenant specifically acknowledges that the condition of the Premises or any building of which the Premises are a part are not a significant inducement for entering into this Lease. Tenant further acknowledges that Landlord's repair and/or maintenance of the Premises or any building of which the Premises may be part is not a significant inducement for entering into this Lease. In any controversy, dispute, or contest over the meaning, interpretation, validity, or enforceability of this Lease or any of its terms or conditions, there shall be no inference, presumption, or conclusion drawn whatsoever against either party by virtue of that party having drafted this Lease or any portion thereof. The parties to this Lease agree that the terms of this Lease shall not be more strictly construed against Landlord, or more favorably for Tenant, notwithstanding Landlord's presentation of this Lease.

SECTION 49. QUIET ENJOYMENT: Tenant, on paying the rental and performing the conditions hereof,

shall and may peaceably and quietly have, hold and enjoy the Premises throughout the Term of this Lease.

SECTION 50. RULES AND REGULATIONS AND TENANT OBLIGATIONS: Landlord reserves the right to promulgate, and Tenant agrees to comply with reasonable non-discriminatory rules and regulations for the Premises, including but not limited to the following:

- a) Tenant is expressly prohibited from placing, erecting, or maintaining any sign, lettering, or advertising devices on, in, or about the windows or doors of the Premises other than as specifically permitted by this Lease.
- b) Tenant shall not conduct any auction, fire, bankruptcy, selling-out, or closing-out sale on or about the Premises.
- c) Tenant, its employees, or agents shall not mark, paint, drill or in any way deface any exterior or interior walls, ceilings, partitions, floors, or ironwork without Landlord's written consent, which consent shall not be unreasonably withheld or delayed.
- d) Tenant will not install any equipment which exceeds the capacity of the utility lines leading into the Premises or the building of which the Premises constitutes a portion.
- e) Tenant shall give Landlord prompt written notice of any accident, fire or damage occurring on or to the Premises and the Landlord shall immediately process the claim through its insurance carrier, unless such event was due to the gross negligence or willful misconduct of the Tenant, then in such instance the claim will be processed directly by the Tenant since it is self-insured.
- f) Tenant shall enlist the services of a waste company for all of the trash removal from the Premises, which shall be subject to Landlord's approval if the Landlord determines that the trash is not timely or properly being dispose of, or if the representatives of the trash removal company are not permitted on County-owned property. Separately, the cost and expenses associated with hiring and maintaining a waste company shall be the Tenant's responsibility, and unless incorporated into the

Operating Expenses for the Premises, shall be paid for separately by the Tenant. All trash is to be placed in the refuse container, compactor, dumpster, or respective waste receptacle(s) only.

g) No radio, television, fiber-optic cable, satellite dish or other similar device shall be installed without obtaining in each instance, the written consent of Landlord. No aerial or satellite dish shall be erected on the roof or exterior walls of the building, or on the grounds without Landlord's written consent. Any aerial or satellite dish so installed without such written consent of Landlord shall be removed promptly at the direction of Landlord. If Landlord removes such equipment, after the Tenant fails to do so at Landlord's request, the Landlord shall then not be liable for such removal and disposal of such equipment.

h) The plumbing facilities shall not be used for any other purpose than for which they are constructed. No foreign substance of any kind shall be permitted therein, and the expenses of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by Tenant.

Tenant agrees that Landlord may from time to time to suspend, amend or supplement the foregoing rules and regulations, and to adopt additional reasonable rules and regulations applicable to the Premises, so long as such rules and regulations do not conflict with the terms, covenants, and conditions of this Lease. Notice of changes to any such rules and regulations, including amendments and supplements thereto, if any, shall be given to Tenant in advance of them being implemented.

SECTION 51. LANDLORD'S RIGHTS: Landlord shall in no event be in default in the performance of any of Landlord's obligations hereunder unless and until Landlord shall have failed to perform such obligations within thirty (30) days of written notice from Tenant, or such additional time as is reasonably required to correct any such default after written notice by Tenant properly specifying wherein Landlord has failed to perform such obligation.

SECTION 52. INDOOR AIR QUALITY; RADON GAS; MOLD: As of the Commencement Date, the Landlord makes no warranties or representations

regarding indoor air quality or condition within the Premises. In compliance with §404.056, Florida Statutes, Tenant is hereby made aware of the following: Radon Gas is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. Tenant further acknowledges that mold and fungi are naturally occurring conditions and that mold or fungi may be present in the Premises at the commencement of this Lease and/or may occur at some time during the Term. For the purposes hereof, fungi shall include any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi. All costs associated with testing, abating, removing, containing, neutralizing, treating, or in any way responding to or assessing the effects of radon, mold, or fungi in the Premises shall be borne exclusively by the Tenant.

SECTION 53. INDEPENDENT COVENANT: Each and every Rent obligation Tenant is obligated for under the terms of this Lease shall be deemed to be independent covenants to Landlord and shall remain independent covenants notwithstanding any other obligation Landlord may have to Tenant under the Lease.

SECTION 54. CLEANLINESS: Landlord shall maintain the Medical Examiner's building, in a neat and clean condition, and shall keep sidewalks adjoining the Medical Examiner's building clean and free from rubbish, and shall store all trash and garbage within the appropriate receptacles, and shall arrange for the regular pick up of trash and garbage. The cost and expenses associated with the Landlord's efforts to maintain the Medical Examiner's building in a neat and clean condition shall be borne by the Landlord and the Tenant, which cost and expense for the Tenant is incorporated into the Operating Expenses paid by the Tenant. The Tenant shall not permit rubbish, refuse, or garbage to accumulate within the Premises, or cause fire hazards to exist in the Premises.

SECTION 55. DELIVERIES: All loading of sizable goods and deliveries of goods shall be done only at such times, in the areas, and through the entrances, designated for such purposes by Landlord. The delivery or shipping of items or large packages to and from the Premises shall be subject to such reasonable rules and regulations as in the judgment of Landlord are necessary for the proper operation of the Premises. Tenant shall advise its vendors of the delivery requirements set forth in this section and Tenant shall be responsible and liable for the actions of said vendors. Trailers or trucks shall not be permitted to remain parked overnight in any area of the Premises, whether loaded, unloaded or partially loaded or unloaded. Tenant shall be responsible for any damage to the Premises resulting from deliveries.

SECTION 56. SIGNAGE/ADVERTISING: Tenant is financially responsible for installing, maintaining, repairing, and replacing its own signage. Tenant may erect a wall sign within the area designated by Landlord, which sign shall be subject to the prior written review and approval of Landlord, which approval shall not be unreasonably withheld or delayed. Tenant covenants that any and all signs shall be maintained in good condition and repair at all times. The sign criteria for the Premises shall be as follows:

a) All signs must comply with local zoning and building department ordinances, codes and regulations. Landlord reserves the right to review all signs and must provide written approval of all shop drawings prior to submission for permit applications.

b) The following signs are prohibited:

(1) flashing lights or animated signs, (2) audible devices and temperature signs, (3) all styrofoam, plastic, foam and wood signs, (4) all paper signs and banners of any kind (unless professionally prepared). In the event of any court-ordered "going out of business" sales, signage ordered by the court only can be placed inside the lobby, on a separate, stand-alone, stand, (5) no flood lights, flags, pennants or signs held by ropes, (6) no window signage, and (7) balloons, sandwich boards, sidewalk signs, portable signage, signs, characters or mascots, parking lot signage and the like.

All signs are to be constructed at Tenant's sole cost and expense (including all costs associated with the preparation of the façade and/or removal of the existing signage and for connecting the electricity to the sign) and installed only with proper permits and approvals by licensed sign and electrical contractors, which signs shall be deemed a fixture to the Premises. Tenant may not penetrate the building or façade in order to install signs. If so requested, Tenant shall be responsible for the removal of its signage, including cleaning and painting the façade behind the removed signs. Any failure to comply with the foregoing sentence shall result in the Tenant reimbursing Landlord for its cost to repair the façade in the amount of up to \$2,500.00.

SECTION 57. PARKING: The Landlord and Tenant hereby acknowledge and agree that the leasing of the Premises does not include any type of reserved parking spaces, and therefore there is no associated assigned or reserved parking, or guaranteed free parking in connection with the lease of the Premises.

SECTION 58. NON-WAIVER PROVISION: Any waiver on behalf of any party shall be evidenced in writing. Landlord or Tenant's failure to take advantage of any default hereunder, or breach of any term, covenant, condition, or agreement of this Lease on the part of the Landlord or Tenant to be performed shall not be (or be construed to be) a waiver thereof. Likewise, the parties further agree that any custom or practice that may grow between the parties in the course of administering this Lease cannot be construed to waive or to lessen the right of the Landlord or Tenant to insist upon the complete performance by the Landlord or the Tenant of any term, covenant, condition, or agreement hereof, or to prevent the exercise any rights given by either of them on account of any such custom or practice. Waiver of a particular default under this Lease, or waiver of any breach of any term, condition, covenant, or agreement of this Lease, or any leniency shown by the Landlord or the Tenant in respect thereto, shall not be construed as, or constitute a waiver of any other or subsequent defaults under this Lease, or a waiver of the right of either party to proceed against the other party for the same or any other subsequent default under, or breach of any other term, covenant, condition, or agreement of this Lease.

No waiver by either party to any breach of any agreement or condition herein contained on the part of the applicable party to be performed or observed, and no waiver of any such agreement or condition, shall be deemed to be a waiver of, or assent, to any succeeding breach of the same of any other agreement or condition; the acceptance by Landlord of Rent or other payment hereunder or silence by Landlord as to any breach shall not be construed as waiving any of Landlord's rights hereunder unless such waiver shall be in writing.

SECTION 59. TENANT'S TAXES AND ASSESSMENTS: Tenant agrees to pay to the local taxing authorities and other governmental agencies, throughout the Term of this Lease and any renewal thereof, all personal property taxes which may be levied against Tenant's merchandise, trade fixtures and other personal property in and about the Premises.

SECTION 60. FORCE MAJEURE: Neither Landlord nor Tenant shall be liable for failure to perform any obligation under this Lease, in the event it is prevented from so performing by strike, lockout, breakdown, accident, act of God, order or regulation of or by any governmental authority or failure to supply or inability by the exercise of reasonable diligence to obtain supplies, parts or employees necessary to furnish such services or because of war or other emergency or for any other cause beyond its reasonable control.

SECTION 61. ADA/HANDICAPPED; CODE UPGRADES: Landlord agrees, at its sole expense, to comply promptly with all current and future requirements, laws, ordinances, regulations or codes of any legally constituted authority that may have authority over the Premises, including any ordinances or requirements for handicapped access to or inside of the Premises. Landlord shall be responsible for upgrading the Premises for any code upgrades that may be enacted in the future. With regards to the physical structure of the Premises, Landlord will comply with all requirements to make necessary modifications that are readily achievable within the confines of the Premises. However, the Landlord hereby acknowledges and agrees as of the Commencement Date the Premises fully complies with the terms and conditions of § 553.501 et seq. of the Florida Statutes, and the Americans with Disabilities Act ("ADA"), along with

any and all amendments thereto, and in the future, shall, to the greatest extent possible, notify the Tenant of any need or requirement to bring the physical components of the Premises into compliance with the aforementioned laws.

SECTION 62. CONTROL OF COMMON AREAS BY LANDLORD: All areas within the exterior boundaries of the Medical Examiner's building which are not now or hereafter held for lease or occupation by Landlord or used by other persons entitled to occupy floor space in the Medical Examiner's building, including, without limiting the generality of the foregoing, all automobile parking areas, driveways, entrances and exits thereto, employee parking areas, the truck way or ways, loading docks, package pick-up stations, pedestrian sidewalks and ramps, landscaped areas, retaining walls, exterior stairways, first aid stations, opened and enclosed seating areas, and other areas and improvements provided by Landlord in or near the Medical Examiner's building for the general use, in common, by tenants, their officers, agents, employees and customers (herein called "Common Areas") shall at all times be subject to the exclusive control and management of Landlord, and Landlord shall have the right, and the obligation, to construct, maintain, and operate lighting facilities on all said areas and improvements, from time to time to change the area, level, location and arrangement of parking areas and other facilities herein above referred to; to reasonably restrict parking by tenants, their officers, agents and employees to employee parking areas and to enforce any existing parking charges (by operation of parking passes or otherwise).

Landlord shall have the right to close all or any portion of the Common Areas; to close temporarily all or any portion of the parking areas or facilities; to discourage non-customer parking; and to do and perform such other acts in and to said areas and improvements as Landlord shall determine to be advisable with a view to the improvement of the convenience and use thereof by the Medical Examiner's Office and its employees, and then by the tenants, their officers, agents, and employees of the Medical Examiner's building. Landlord shall have the full right and authority to employ all personnel and to make all rules and regulations pertaining to the proper operation and maintenance of the Common Areas.

SECTION 63. BANKRUPTCY: If Tenant shall become a debtor under the bankruptcy code then, to the extent that the bankruptcy code may be applicable or affect the provisions of this Lease, the following provisions shall also be applicable. If the trustee or debtor-in-possession shall fail to elect to assume this Lease within sixty (60) days after the filing of the petition (or such other minimum time as required by any applicable law), this Lease shall, at Landlord's option, be deemed to have been rejected and Landlord shall be thereafter immediately entitled to possession of the Premises and this Lease shall be terminated subject to and in accordance with the provisions of this Lease (including such provisions for damages and acceleration). No election to assume (and, if applicable, to assign) this Lease by the trustee or debtor-in-possession shall be permitted or effective unless: (i) all defaults of Tenant shall have been cured and Landlord shall have been provided with adequate assurances reasonably satisfactory to Landlord, including (a) any reasonably required guaranties and/or security deposits, and (b) any other reasonably required assurances that there will continue to be sufficient funds and personnel available to professionally operate the Premises in strict compliance with all provisions of this Lease; and (ii) neither such assumption nor the operation of the Premises subsequent thereto shall, in Landlord's judgment, cause or result in any breach or other violation of any provision of this or any applicable lease, mortgage or other contract; and (iii) the assumption and, if applicable, the assignment of this Lease, has been ratified and approved by order of such court or courts as have final jurisdiction over the bankruptcy code and the case. No assignment of this Lease by the trustee or debtor-in-possession shall be permitted or effective unless the proposed assignee likewise shall have satisfied (i), (ii), and (iii) of the preceding sentence and any such assignment, shall, without limitation, be subject to the provisions of this Section. When pursuant to the bankruptcy code the trustee or debtor-in-possession is obligated to pay reasonable use and occupancy charges, such charges shall not be less than the Rent, and other charges specified herein to be payable by Tenant.

Neither Tenant's interest or estate in the Premises herein or created hereby, nor any lesser interest or

estate of Tenant, shall pass to anyone under any law of any state or jurisdiction without the prior written consent of Landlord. In no event shall this Lease, if the term hereof has expired or has been terminated in accordance with the provisions of this Lease, be revived, and no stay or other proceedings shall nullify, postpone or otherwise affect the expiration or earlier termination of the term of this Lease pursuant to the provisions of this Section or prevent Landlord from regaining possession of the Premises thereupon in the event of a bankruptcy. Notwithstanding the foregoing, Landlord may elect to accept Rent from a receiver, trustee, or other judicial officer during the term of their occupancy in their fiduciary capacity without affecting Landlord's rights as contained in this Lease, but no receiver, trustee or other judicial officer shall ever have any right, title or interest in or to the Premises by virtue of this Lease. Landlord shall also be granted immediate relief from any applicable automatic stay to seek eviction or other remedies or shall likewise be entitled to obtain an order authorizing a rejection of the Lease at Landlord's option which may limit Tenant from maintaining possession of the Premises, notwithstanding the institution of bankruptcy. In the event Landlord is required to exercise any rights under this Section, Tenant agrees to immediately consent to any and all of the relief requested by Landlord.

SECTION 64. SECURITY: Tenant acknowledges that Tenant assumes all responsibility and liability for the security for its own employees, agents, merchandise and fixtures within the Premises. Tenant, at its option, may enlist its own security personnel and install its own security devices within the Premises.

SECTION 65. ATTORNEYS' FEES AND EXPENSES: Landlord and Tenant hereby agree that should either party bring a cause of action against the other party for the alleged breach of any term, clause, covenant, and/or condition under this Lease, the parties, respectively, agree to pay the cost of their own attorneys, witnesses, consultants, and court costs. This provision shall apply to all trial and appellate proceedings and any other efforts by either party to enforce its rights and to any bankruptcy, receivership or other insolvency proceeding or negotiation.

SECTION 66. MANAGING AGENT: Landlord may

act and carry out all of its rights and obligations under this Lease through a managing agent. Such agent will not incur liability for actions taken on behalf of Landlord. The managing agent shall be hired and retained by the Landlord, which the Landlord may change from time-to-time, or such other agent as Landlord may appoint with or without notice to Tenant. Tenant may rely on the apparent authority of the managing agent.

SECTION 67. NO OFFER: THE PRESENTATION AND EXECUTION OF THIS LEASE BY LANDLORD SHALL BE AN OFFER WHICH MAY BE ACCEPTED BY TENANT, AND LANDLORD AGREES TO NOT WITHDRAW ITS OFFER, AND TENANT AGREES NOT TO WITHDRAW ITS ACCEPTANCE UNTIL THE EARLIER OF (A) THIS LEASE BEING CONSIDERED BY THE BOARD OF COUNTY COMMISSIONERS; OR (B) OCTOBER 31, 2017. THIS LEASE ONLY BECOMES VALID, BINDING AND EFFECTIVE UPON EXECUTION AND COMMENCEMENT OF THIS LEASE BY BOTH LANDLORD AND TENANT. FURTHER, EMPLOYEES OR AGENTS OF LANDLORD HAVE NO AUTHORITY TO MAKE OR AGREE TO MAKE A LEASE OR ANY OTHER AGREEMENT OR UNDERTAKING IN CONNECTION HERewith.

SECTION 68. ESTOPPEL CERTIFICATES: Tenant agrees, at any time and from time to time, upon not more than thirty (30) business days' prior written request by Landlord, to execute, acknowledge and deliver to Landlord a statement in writing certifying that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the same are in full force and effect as modified and stating the modifications), that no uncured defaults exist hereunder (or if any such defaults exist, specifying the same), and the dates to which the rent and other charges due hereunder have been paid in advance, if any, it being intended that any such statement delivered pursuant to this Section may be relied upon by any prospective purchaser or mortgagee of, or assignee of any mortgage upon.

SECTION 69. MISCELLANEOUS:

- A. **CAPTIONS AND SECTION NUMBERS:** The captions in this Lease are for convenience of reference only and shall not define, modify, explain, amplify or limit the provisions, interpretation, construction, or meaning hereof.
- B. **CONSTRUCTION OF CERTAIN TERMS:** As used in this Lease, the word "person" shall mean and include where appropriate, any individual, corporation, partnership, or other entity; the plural shall be substituted for the singular, and the singular for the plural, where appropriate; and words of any gender shall mean and include any other gender.
- C. **EXECUTION:** This Lease shall be fully executed in three (3) complete original instruments, each of which shall be deemed an original of this Lease, and any of which may be introduced into evidence as conclusive evidence of the terms hereof or used for any other purpose without the production of the other instruments.
- D. **LIMITATION OF LIABILITY:** The term "Landlord" as used in this Lease, so far as covenants or obligations to be performed by Landlord are concerned, shall be limited to mean and include only the owner or owners at the time in question of the Premises, and in the event of any transfer or transfers of title to said property, Landlord (and in case of any subsequent transfers or conveyances, the then grantor) shall be concurrently freed and relieved from and after the date of such transfer or conveyance, without any further instrument or agreement, of all liability as respects the performance of any covenants or obligations on the part of Landlord contained in this Lease thereafter to be performed, it being intended hereby that the covenants and obligations contained in this Lease on the part of Landlord, shall, subject as aforesaid, be binding on Landlord, its successors and assigns, only during and in respect of their respective successive periods of ownership of said leasehold interest or fee, as the case may be. Tenant, its successors and assigns, shall not assert nor seek to enforce any claim for breach of this Lease against

any of Landlord's assets other than Landlord's interest in the Premises and in the rents, issues and profits thereof, and Tenant agrees to look solely to such interest for the satisfaction of any liability or claim against Landlord under this Lease, it being specifically agreed that in no event whatsoever shall Landlord (which term shall include, without limitation, the Indemnified Parties) ever be personally liable for any such liability.

E. RECORDING: This Lease is not in recordable form, and the parties agree not to record or permit the recording of this Lease, except for filing with the Clerk of the Board of County Commissioners, although Landlord and Tenant may reasonably agree upon the form of a recordable memorandum of this Lease, to be recorded on an occasion at or near the time of the Commencement Date.

F. CONFIDENTIALITY: The parties hereby acknowledge and agree that the Landlord shall be permitted to disclose any information herein or in connection with Landlord's relationship with Tenant without Tenant's prior written consent.

G. SUCCESSORS AND ASSIGNS: The covenants and agreements of this Lease shall, subject to the terms of this Lease to the contrary, be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, as the case may be.

H. LANDLORD-TENANT RELATIONSHIP: Landlord and Tenant are not creating a joint venture or partnership by the provisions of the Lease and they are and at all times shall remain in the relationship of Landlord and Tenant.

I. PARTIAL INVALIDITY OR UNENFORCEABILITY: The invalidity of one or more of the provisions of this Lease shall not affect the remaining portions of this Lease; and, if any one or more of the provisions of this Lease should be declared invalid by final order, decree or judgment of a court of competent jurisdiction,

this Lease shall be construed as if such invalid provisions had not been included in this Lease.

J. BROKERS: Both parties hereby stipulate, acknowledge and agree that neither of them utilized a broker or an agent in the selection, negotiation, and/or for any other reason involving this Lease, and thereby there are no brokerage commissions due under this Lease, or that shall become due upon the renewal or extension of this Lease.

K. GOVERNING LAW: This Lease shall be governed by and construed and enforced in accordance with the laws of the State of Florida and venue for all actions shall lie in Miami-Dade County, Florida.

L. MULTIPLE TENANT SIGNATORIES: In the event this Lease is executed in an individual capacity by more than one signatory for Tenant and same needs to be modified, canceled, terminated, or otherwise amended, or in the event Landlord requires written authority on behalf of the Tenant for any reason whatsoever, all parties comprising the Tenant hereby irrevocably acknowledge the grant of formal authority to any and all other parties comprising the Tenant to execute any document, modification, cancellation, termination, amendment to the Lease or other matter requiring a signature of the Tenant, on their behalf, without their signature or any other action by them. Consequently, it shall only be necessary for Landlord to obtain the signature of ONE of the parties comprising the Tenant hereunder in order to bind the Tenant hereunder. Therefore, one signature on behalf of the Tenant shall bind all parties comprising the Tenant hereunder to any document, modification, cancellation, termination, amendment or other matter requiring a signature of the Tenant.

M. ENTIRE AGREEMENT: This Lease, including all exhibits attached hereto, contains the entire agreement of the parties hereto with respect to the matters covered thereby. This

Lease cancels, voids and nullifies all prior lease agreements, addendums, written agreements and oral agreements between the parties. This Lease may not be amended, modified or supplemented except by written instrument executed by Landlord and Tenant.

- N. TELECOPIED AND EMAILED SIGNATURE PAGES:** In order to expedite the transaction contemplated herein, telecopied or emailed signatures may be used temporarily in place of original signatures on this Lease while the original document and signatures are being delivered. The parties intend to be temporarily bound by the signatures on the telecopied document, are aware that the other party will briefly rely on the telecopied or emailed signatures, and hereby waive any defenses to the enforcement of the terms of this Lease, for a short-term period, based on the form of signature.
- O. CALENDAR DAYS:** Any mention in this Lease of a period of days for performance, unless otherwise described in this Lease, shall mean calendar days.

**REMAINDER OF PAGE WAS LEFT
INTENTIONALLY BLANK
ONLY THE SIGNATURE PAGE FOLLOWS**

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

WITNESSED BY:

As to Landlord:

Print: _____

Print: _____

Approved for Legal Sufficiency

ATTEST

As to Tenant:

Leo Cook

Print: Leo Cook

Melissa Wilson McDonald

Print: Melissa Wilson McDonald

LANDLORD:

Miami-Dade County
a political subdivision of the State of Florida

By: _____
Carlos A. Gimenez, Mayor

TENANT:



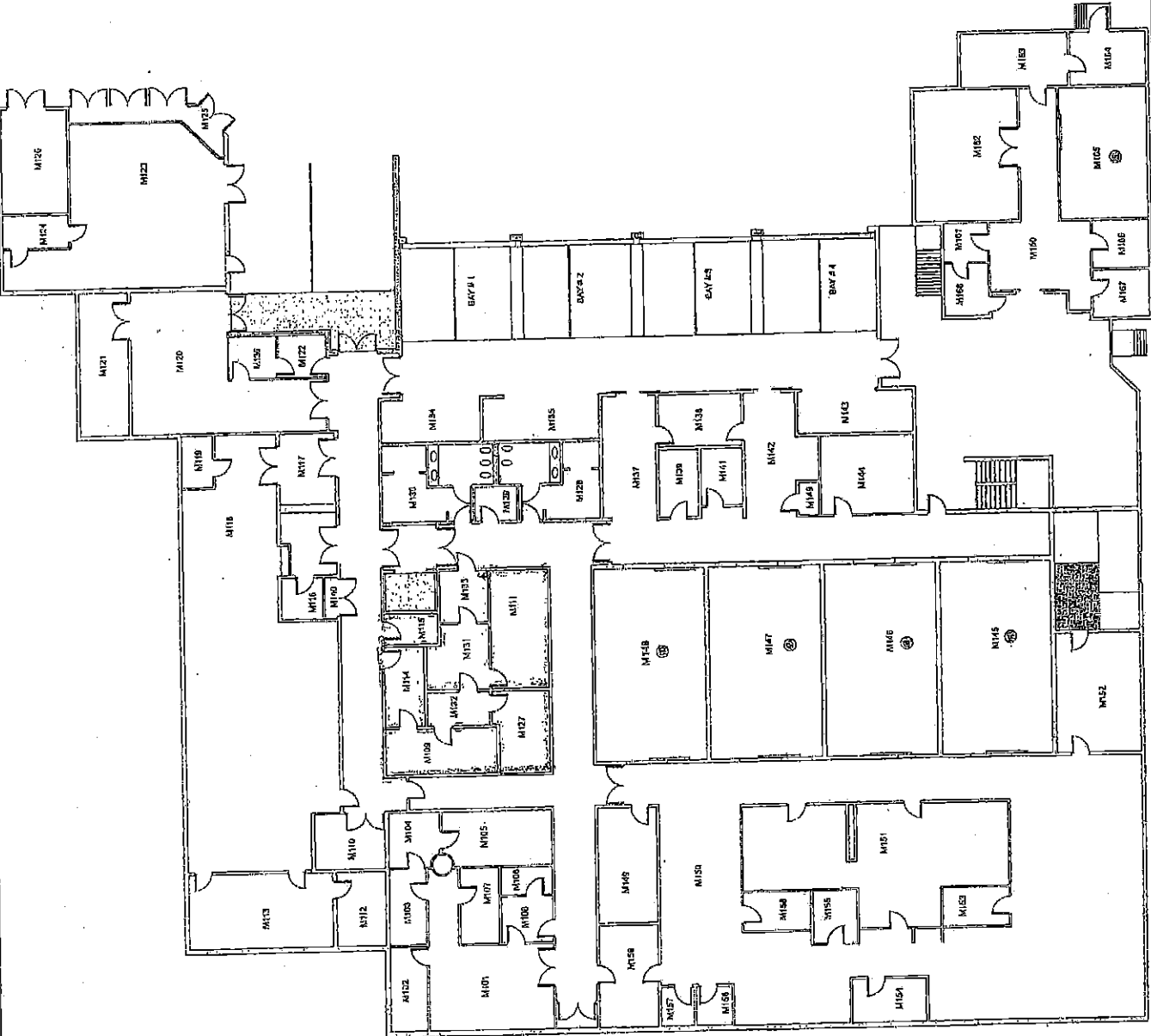
UMTB Donor Services Foundation

By: Tracy S. Anderson

Name: TRACY S. ANDERSON
Title: PRESIDENT & CEO



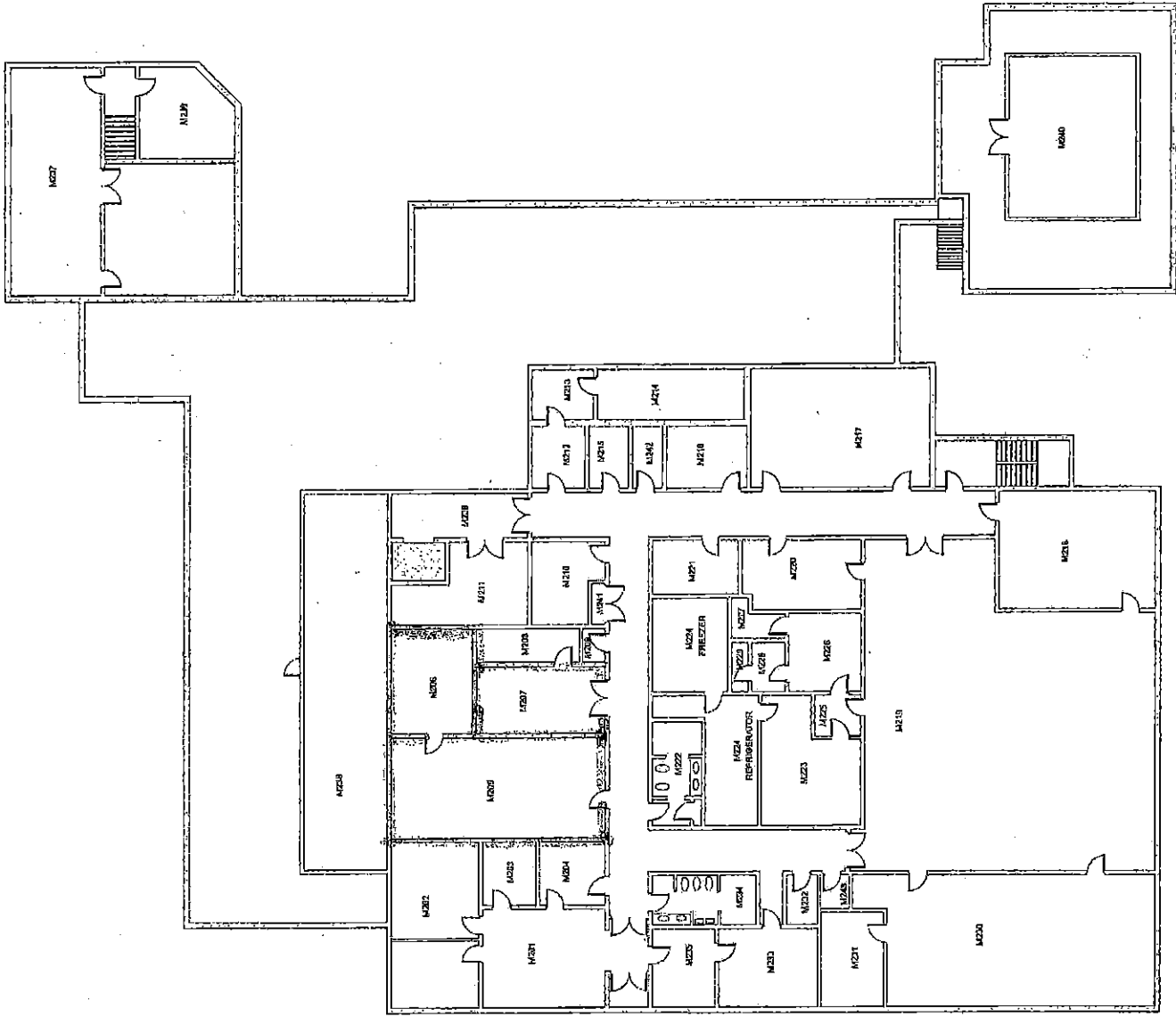
EXHIBIT A

PREMISES

 <p>MIAMI-DADE COUNTY</p>	<p>Facility Name</p>	<p>MEDICAL EXAMINER MORGUE/DECOMP.</p>	<p>Facility Address</p>	<p>1810 BOB HOPE RD Miami 33136</p>	<p>Floor/Area Name</p>	<p>FIRST FLOOR</p>	<p>Building Code</p>	<p>C2A7</p>		
										

FIRST FLOOR MORGUE / CONTAMINATED AUTOPSY BUILDINGS

ROOM #	ROOM NAME	SQUARE FOOTAGE
		803.5 SF
M101	PHOTOGRAPHY WAITING ROOM / PHOTO WORK AREA	207.8 SF
M102	PHOTOGRAPHY COPY ROOM	115.89 SF
M103	PHOTOGRAPHY FILE ROOM / EQUIPMENT ROOM	149 SF
M104	PHOTOGRAPHY PRINT ROOM	158.3 SF
M105	PHOTOGRAPHY DARK ROOM	127.3 SF
M106	PHOTOGRAPHY SUPERVISOR'S OFFICE	161.9 SF
M107	PHOTOGRAPHY COMPUTER ROOM	178.67 SF
M108	PHOTOGRAPHY MAIN OFFICE	265.5 SF
M109	PHOTOGRAPHY EQUIPMENT STORAGE ROOM	287.5 SF
M110	FIRST FLOOR AIR HANDLER ROOM	348.67 SF
M111	VERIFIED AUTOPSY PREPARATION ROOM	120 SF
M112	VOLATILE STORAGE CONDITIONED SPACE	470 SF
M113	VOLATILE STORAGE EXPLOSION PROOF ROOM	95.67 SF
M114	VERIFIED AUTOPSY STORAGE ROOM	46.3 SF
M115	ELEVATOR MACHINE ROOM	48 SF
M116	CLEANING CLOSET / JANITOR ROOM	158.88 SF
M117	GENERAL STORAGE FOYER / VENDING AREA	2836.81 SF
M118	GENERAL STORAGE ROOM	24.17 SF
M119	GENERAL STORAGE ROOM WALK-IN REFRIGERATOR	631.19 SF
M120	MAINTENANCE WORK ROOM	452 SF
M121	MAINTENANCE STORAGE ROOM	129 SF
M122	BUILDING MANAGER SECRETARY ROOM	1350 SF
M123	CHILLER ROOM / MAIN MACHINE ROOM	164.8 SF
M124	MAIN ELECTRICAL ROOM	68 SF
M125	LABORATORY GAS STORAGE / MANIFOLD ROOM	640 SF
M126	FLORIDA POWER AND LIGHT TRANSFORMER VAULT	288 SF
M127	VERIFIED AUTOPSY PREPARATION ROOM / MAIN ENTRANCE	398.94 SF
M128	MEN'S LOCKER ROOM / REST ROOM	88.76 SF
M129	FIRST FLOOR ELECTRICAL ROOM	202.1 SF
M130	WOMEN'S LOCKER ROOM / REST ROOM	105.6 SF
M131	VERIFIED AUTOPSY PREPARATION ROOM / MAIN ENTRANCE	105 SF
M132	VERIFIED AUTOPSY PREPARATION ROOM	242 SF
M134	WASH-DOWN BAY ONE IN RECEIVING / REMOVAL BAY	288 SF
M135	WASH-DOWN BAY TWO IN RECEIVING / REMOVAL BAY	121 SF
M136	BUILDING MANAGER'S OFFICE	318.8 SF
M137	BODY RECEIVING AND PROCESSING AREA	1254.89 SF
M138	BUILDING SECURITY	165.6 SF
M139	RECEIVING X-RAY ROOM	93.3 SF
M141	X-RAY PROCESSING ROOM IN RECEIVING	265 SF
M142	BODY REMOVAL AND REMOVAL PROCESSING AREA	255 SF
M143	WASH-DOWN BAY THREE IN RECEIVING / REMOVAL BAY	

	Facility Name MEDICAL EXAMINER MORGUE/DECOMP.		Facility Address 1810 BOB HOPE RD Miami 33136		Floor/Area Name	SECOND FLOOR	Building Code	C2A7	
									

SECOND FLOOR MORGUE BUILDING

ROOM #	ROOM NAME	SQUARE FOOTAGE
M201	LABORATORY RECEPTION ROOM	511.55 SF
M202	LABORATORY CONFERENCE ROOM	918 SF
M203	LABORATORY DIRECTOR'S FILE ROOM	102 SF
M204	DEPOSITION ROOM	131.54 SF
M205	HISTOLOGY MAIN LABORATORY	704.72 SF
M206	HISTOLOGY STAGE EQUIPMENT LABORATORY	400 SF
M207	HISTOLOGY WORKSTATION LABORATORY	285.17 SF
M208	HISTOLOGY SPECIMEN STORAGE / FILE ROOM	150 SF
M209	CLEANING CLOSET	32.58 SF
M210	COMPUTER SERVER ROOM FOR COMPLEX	225 SF
M211	LABORATORY SUPPLY ROOM / INSTRUMENT STORAGE	310.95 SF
M212	HIGH SPEED PHOTOGRAPHY FRONT ROOM	101.8 SF
M213	HIGH SPEED PHOTOGRAPHY GUN RANGE VIEWING AREA	94.44 SF
M214	HIGH SPEED PHOTOGRAPHY GUN RANGE	364.44 SF
M215	UPS ONE ELECTRICAL ROOM	74 SF
M216	R. I. A. LABORATORY	273.58 SF
M217	UNFINISHED SPACE / LABORATORY STORAGE	1258.75 SF
M218	T. L. G. LABORATORY	651.45 SF
M219	MAIN LABORATORY	3549.67 SF
M220	GLASS WASHING ROOM	545.88 SF
M221	ATOMIC ABSORPTION LABORATORY	284.38 SF
M222	WOMEN'S REST ROOM / LOCKER ROOM	240 SF
M223	WORKROOM / LABORATORY TO WALK-IN REFRIGERATOR	445.23 SF
M224	WALK-IN REFRIGERATOR / FREEZER	707.67 SF
	FREEZER	412.84 SF
M225	FOYER	52.67 SF
M226	SOL. PROJECTION ROOM	253.63 SF
M227	CHEMICAL STORAGE ROOM	135.39 SF
M228	ANALY. BALANCE ROOM	181.44 SF
M229	DRUG STORAGE ROOM	52 SF
M230	GAS CROM / MASS. SPEC. ROOM	1600 SF
M231	SPECT. ROOM	223 SF
M232	EVIDENCE ROOM	74 SF
M233	LABORATORY DIRECTOR'S LABORATORY	281.67 SF
M234	MEN'S REST ROOM / LOCKER ROOM	264 SF
M235	LABORATORY DIRECTOR'S OFFICE	150 SF

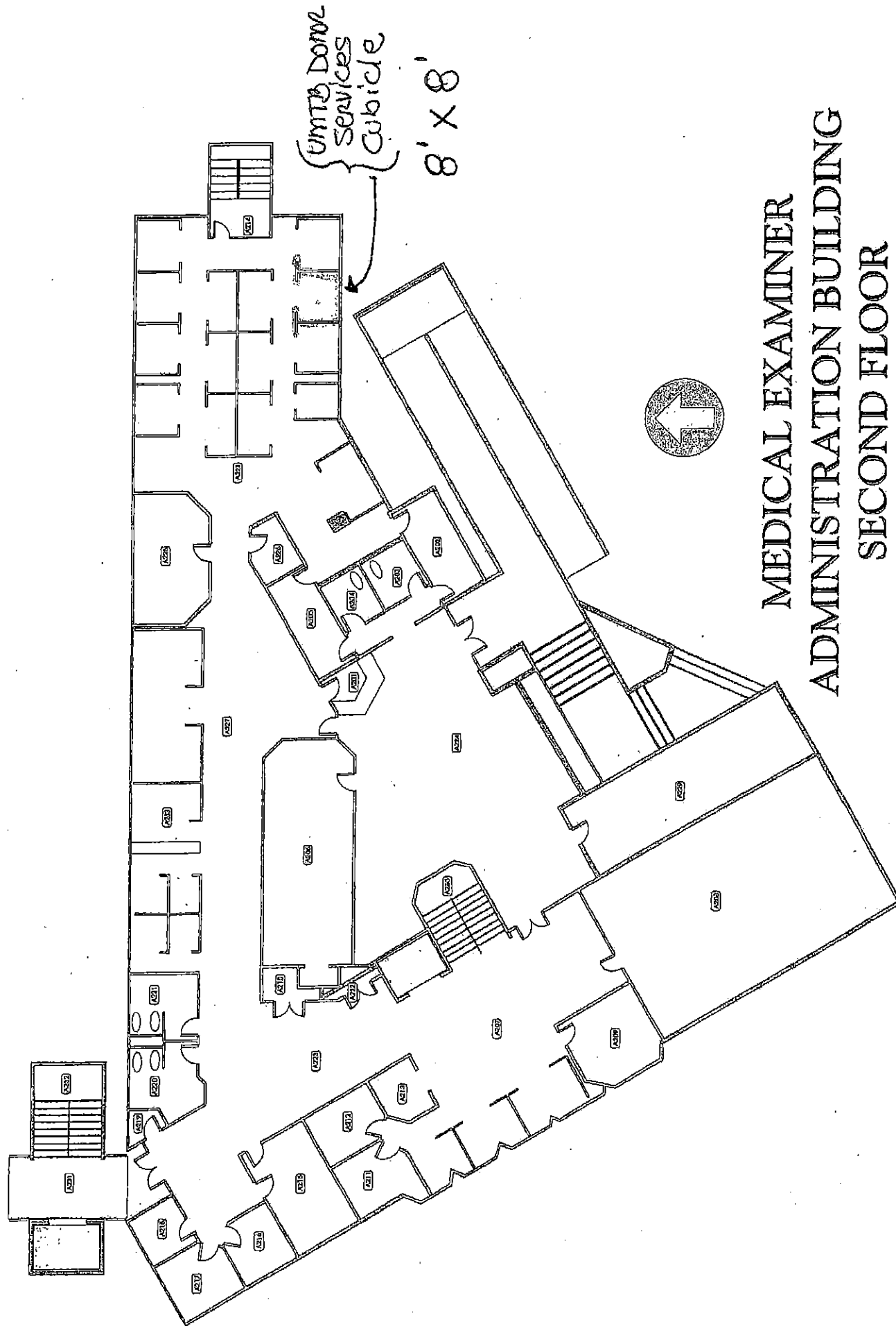


EXHIBIT B

INVENTORY

Miami-Dade County/Dade Medical Examiner's Office

Inventory List

DME Sterile Autopsy Suite

1. Dade

- a. Hopper
- b. Stainless steel cabinets
- c. Stainless steel & glass cabinets (wall-mounted)
- d. White metal lockers
- e. One of two scrub sinks
- f. Stainless steel metal shelf (wall-mounted)
- g. Two of two scrub sinks
- h. One of three stainless steel paper towel dispensers (wall-mounted)
- i. Xxxxxx
- j. Two of three stainless steel paper towel dispensers (wall-mounted)
- k. One of four stainless steel soap dispensers
- l. Two of four stainless steel soap dispensers
- m. Three of four stainless steel soap dispensers
- n. Overhead operating room lights
- o. Wooden wall mounted bench in locker/bathroom area
- p. Large built in cabinets with sink
- q. Three of three stainless steel paper towel dispenser (wall-mounted)
- r. Four of four wall-mounted soap dispenser
- s. Built in cabinets (lower)
- t. Wall-mounted upper cabinets – wood and glass
- u. Phone
- v. White wire wall-mounted shelf in locker/rest room
- w.

2. UMTB

- a. Wire shelving on wheels
- b. Yellow plastic mop bucket with wringer
- c. Wall mounted digital clock
- d. One of three surgical back table on wheels
- e. Autopsy table/tray on wheels
- f. Two of three surgical back table on wheels
- g. Stainless steel two-shelved cart on wheels
- h. Red sharps disposable sharps container/dispenser
- i. Gray plastic bin
- j. White plastic bin
- k. One of three mayo stands
- l. Two of three mayo stands
- m. Three of three mayo stands
- n. One of two large stainless steel and glass carts on wheels
- o. Two of two large stainless steel and glass carts on wheels

- p. One of two red large plastic garbage cans on wheels
- q. Two of two red large plastic garbage cans on wheels
- r. Three of three surgical back table on wheels
- s. Printer
- t. Large white standup refrigerator with sliding glass doors
- u. Stainless steel cart
- v. Centrifuge
- w. Large gray plastic garbage bin
- x. 4-shelf wire rack on wheels
- y. 2 large red plastic garbage bins
- z. 4-shelf wire shelving cart on wheels X 2

DME Cubicle (total of 3 pictures)

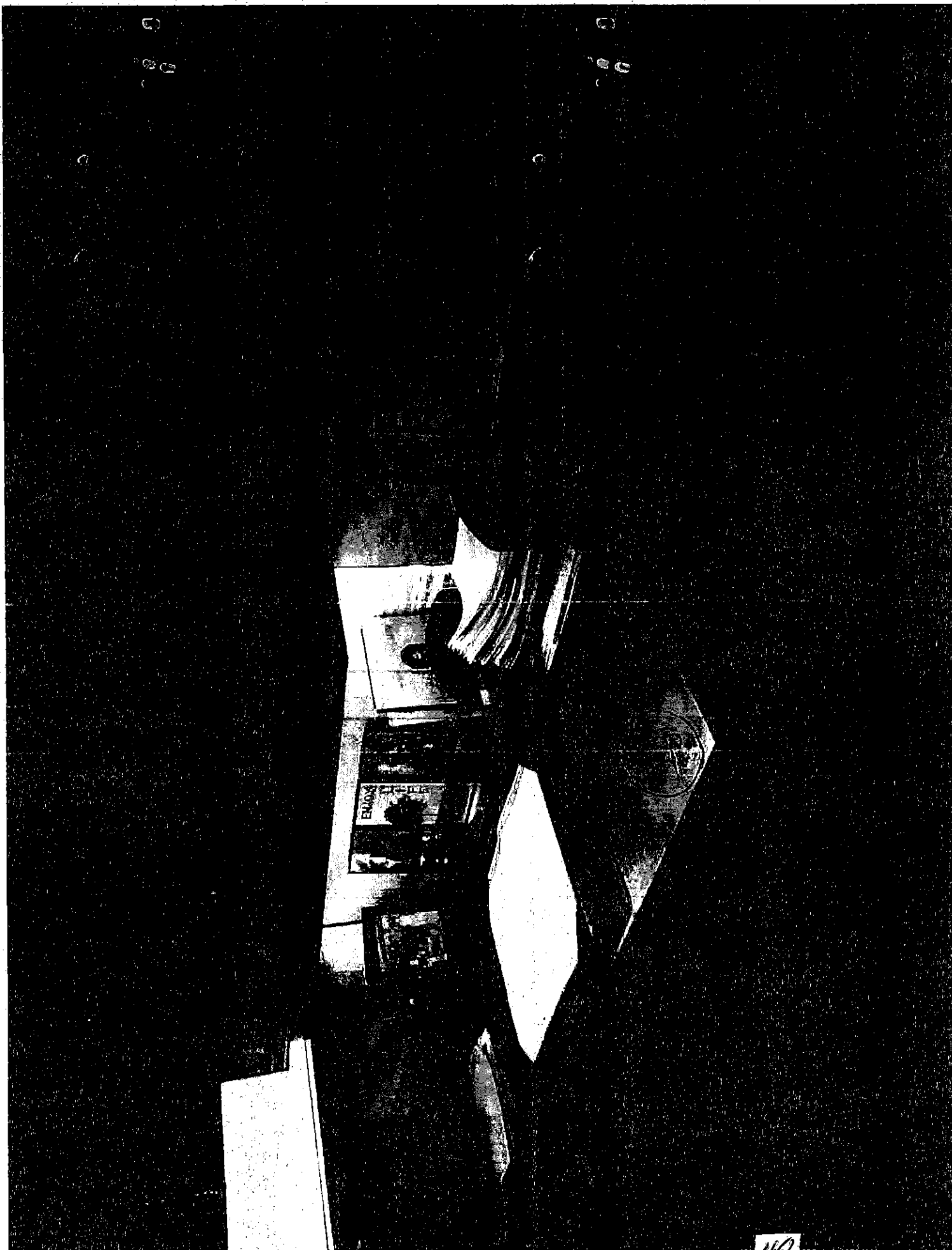
1. Dade

- a. One of two Desks (red wood top; black metal drawers)
- b. One of two Black metal wall mounted shelving with flip open drawers
- c. Phone
- d. Clear thick plastic file box
- e. Wood desk top work area connecting two desks
- f. Two of two Black metal wall mounted shelving with flip open drawers
- g. Two of two desks (red wood top; black metal drawers)
- h. Side chair

2. UMTB

- a. Desk top metal frame file folder holder
- b. Picture of a basket of flowers
- c. Laptop
- d. Keyboard
- e. Computer screen
- f. Lamp
- g. Cisco phone
- h. HP printer
- i. Desk blotter
- j. Wire desktop file organizer



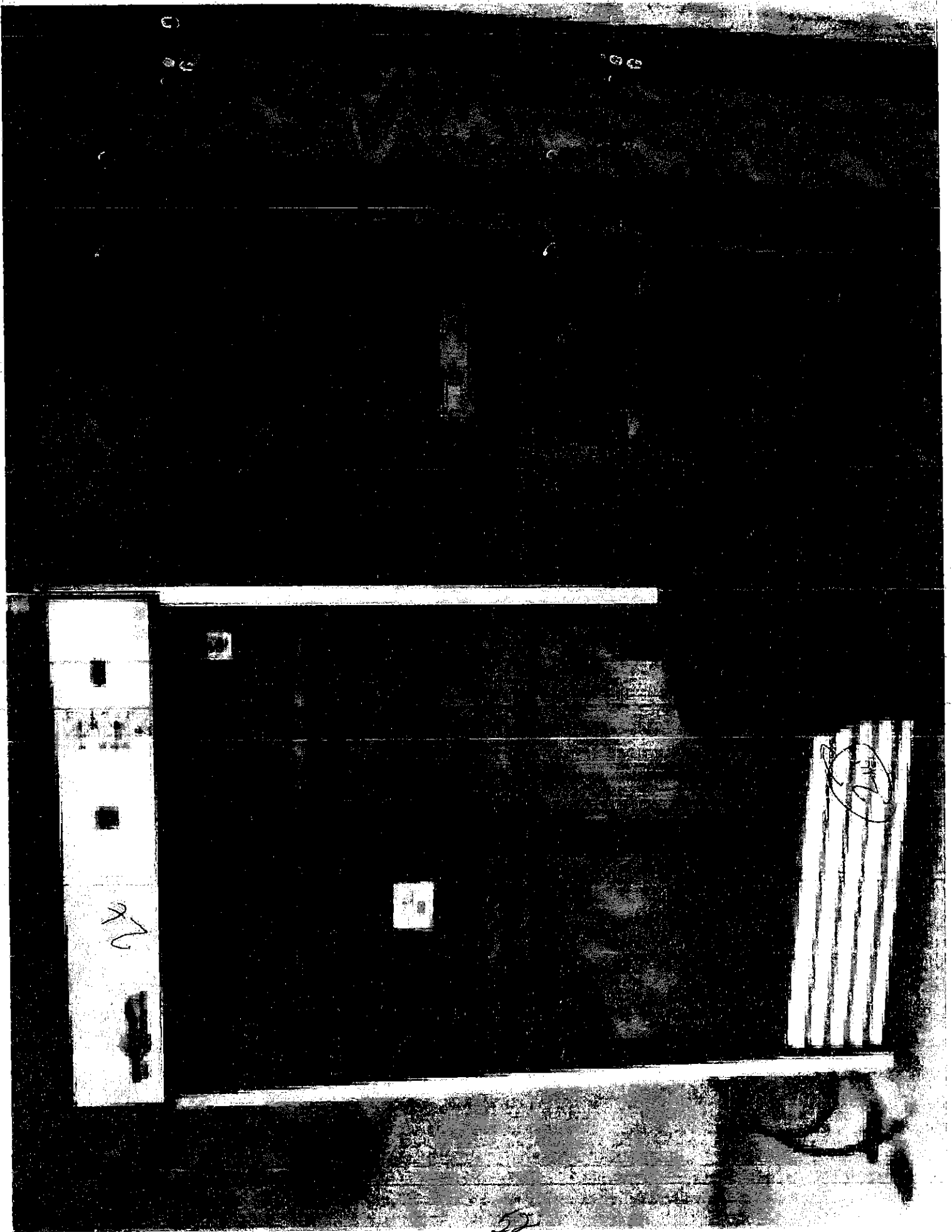


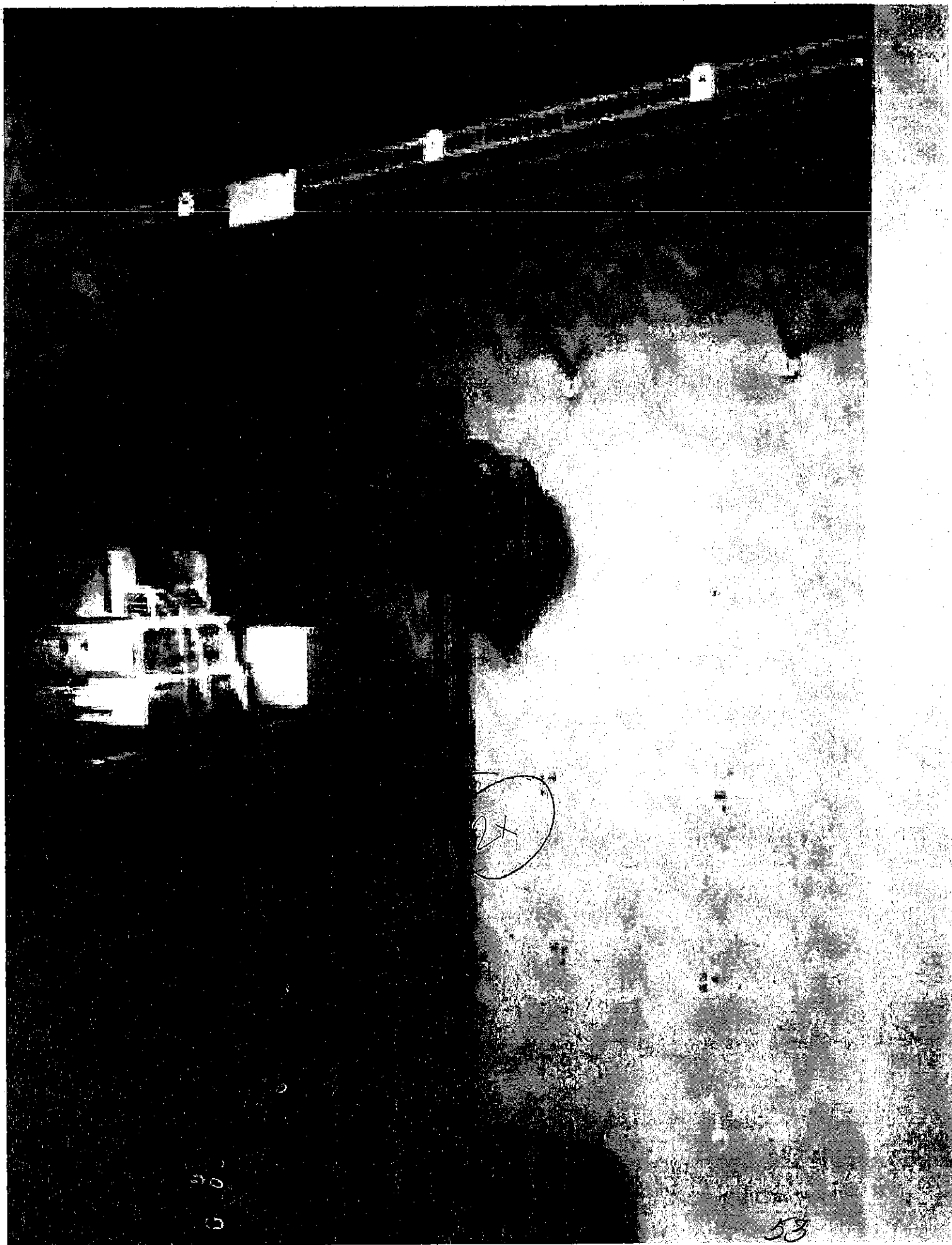
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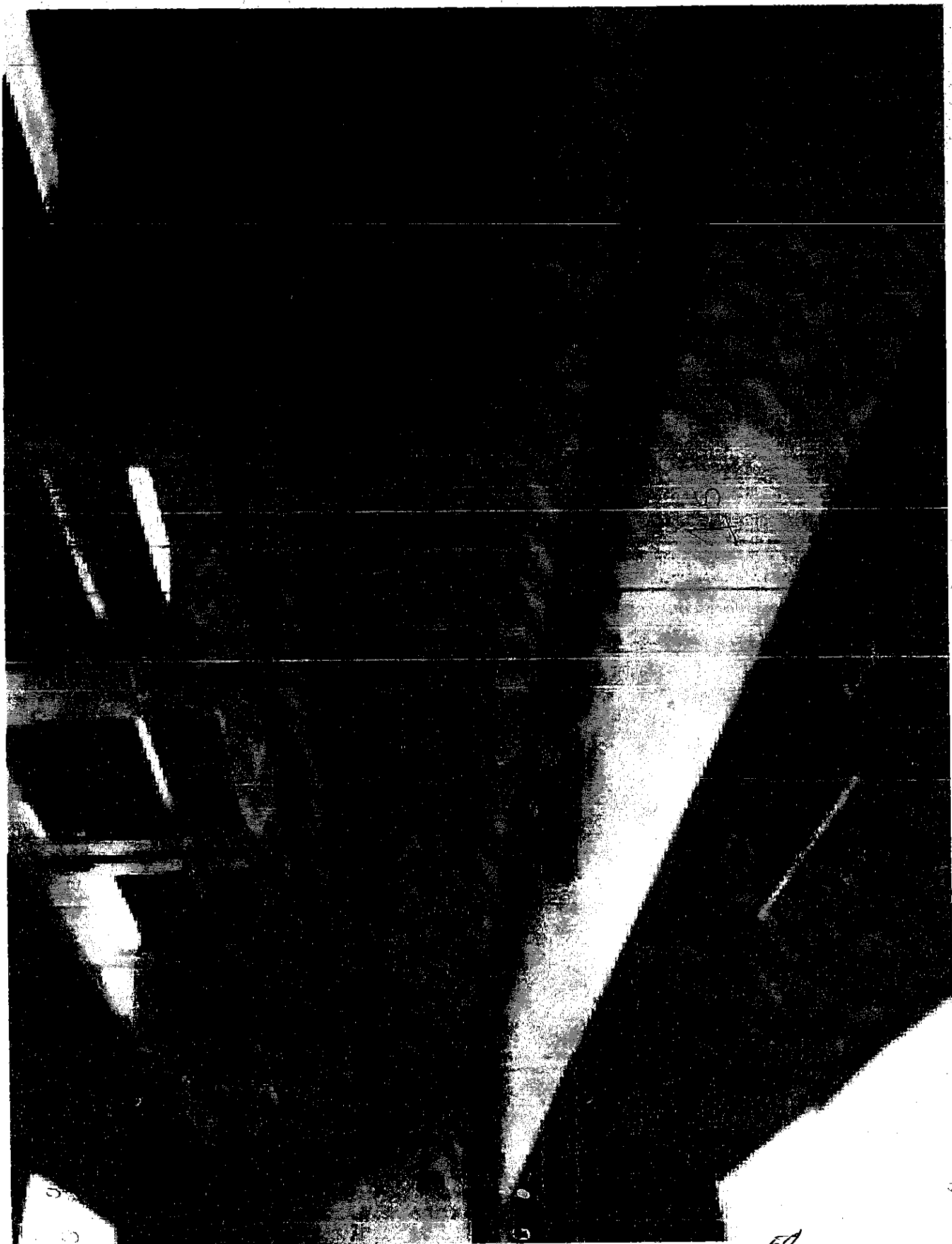
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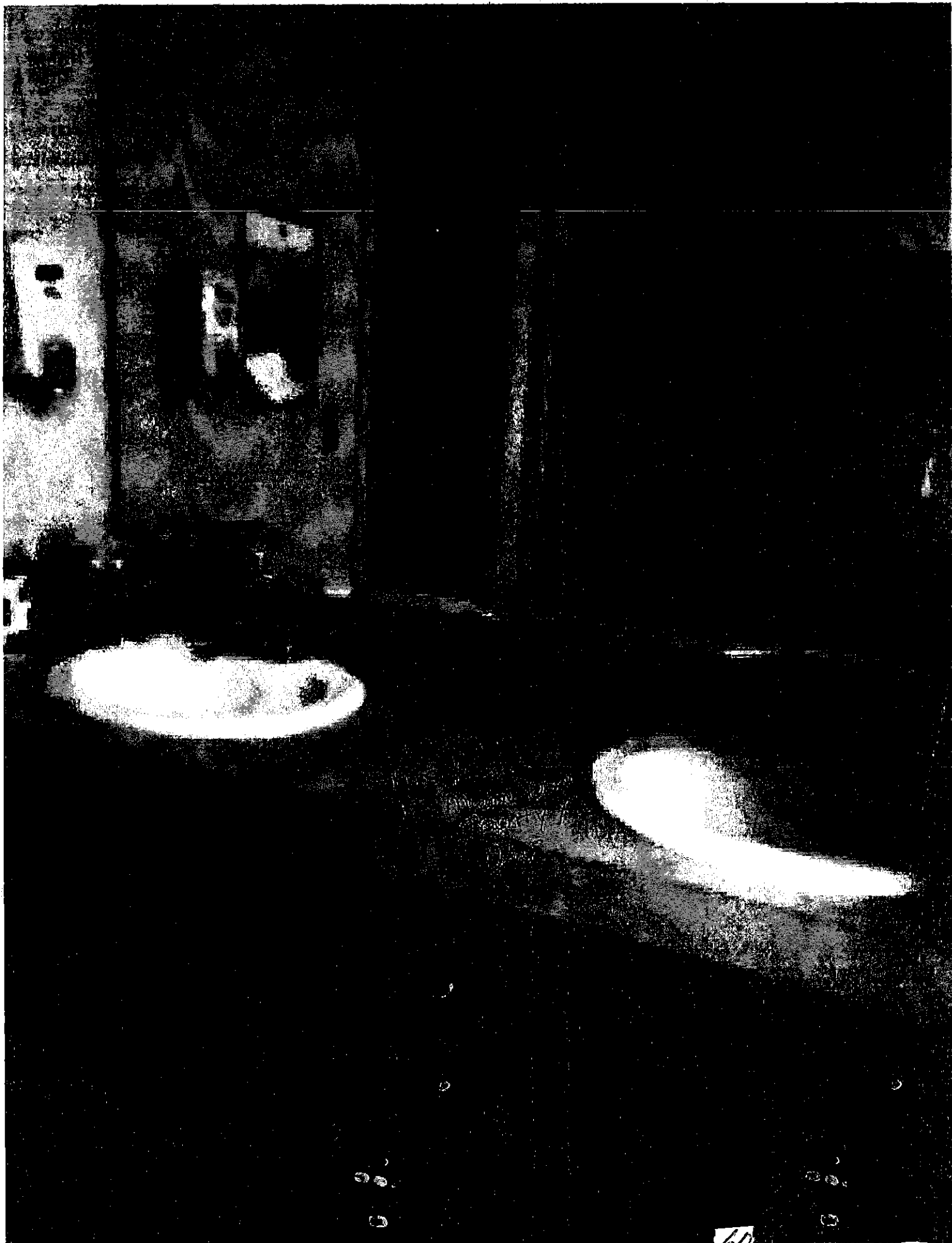
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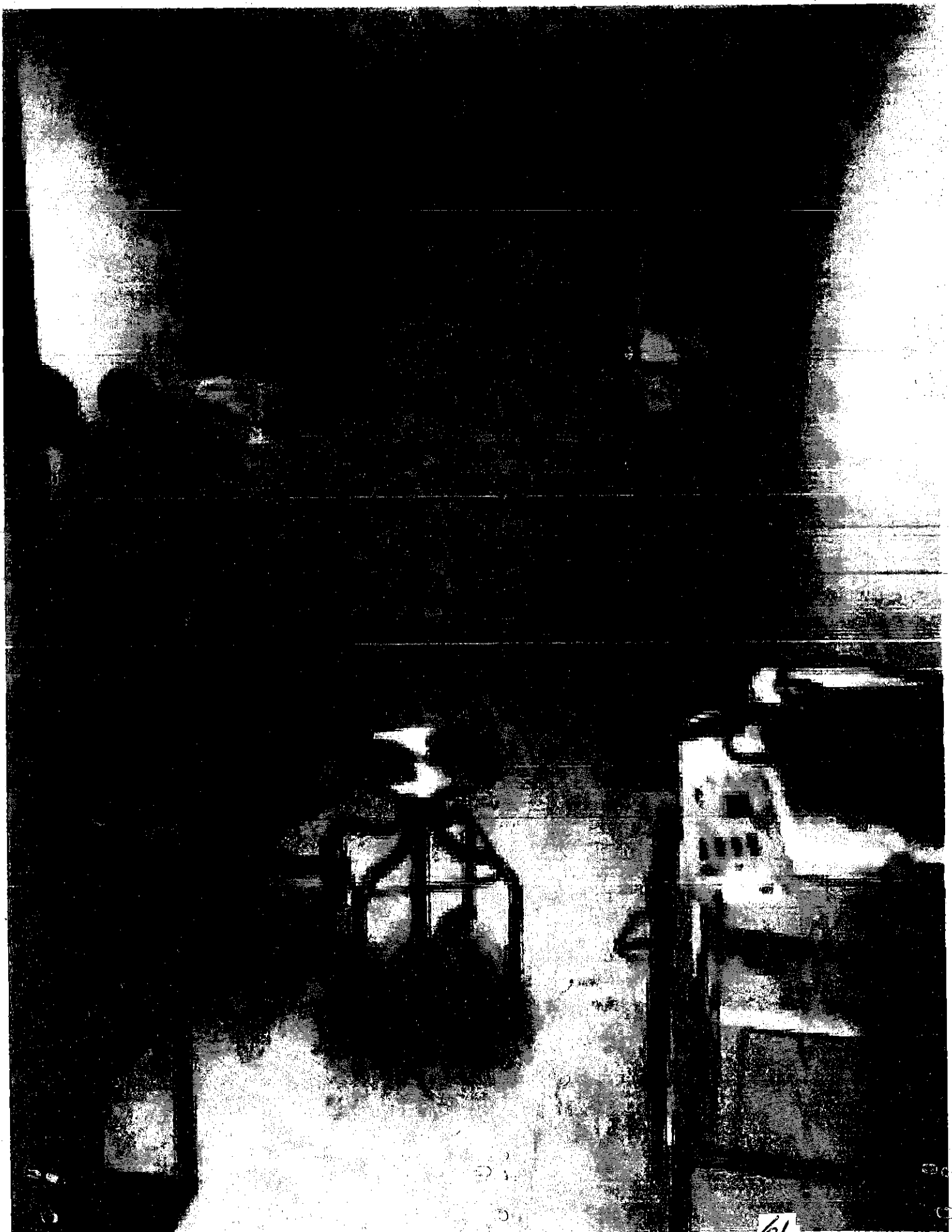
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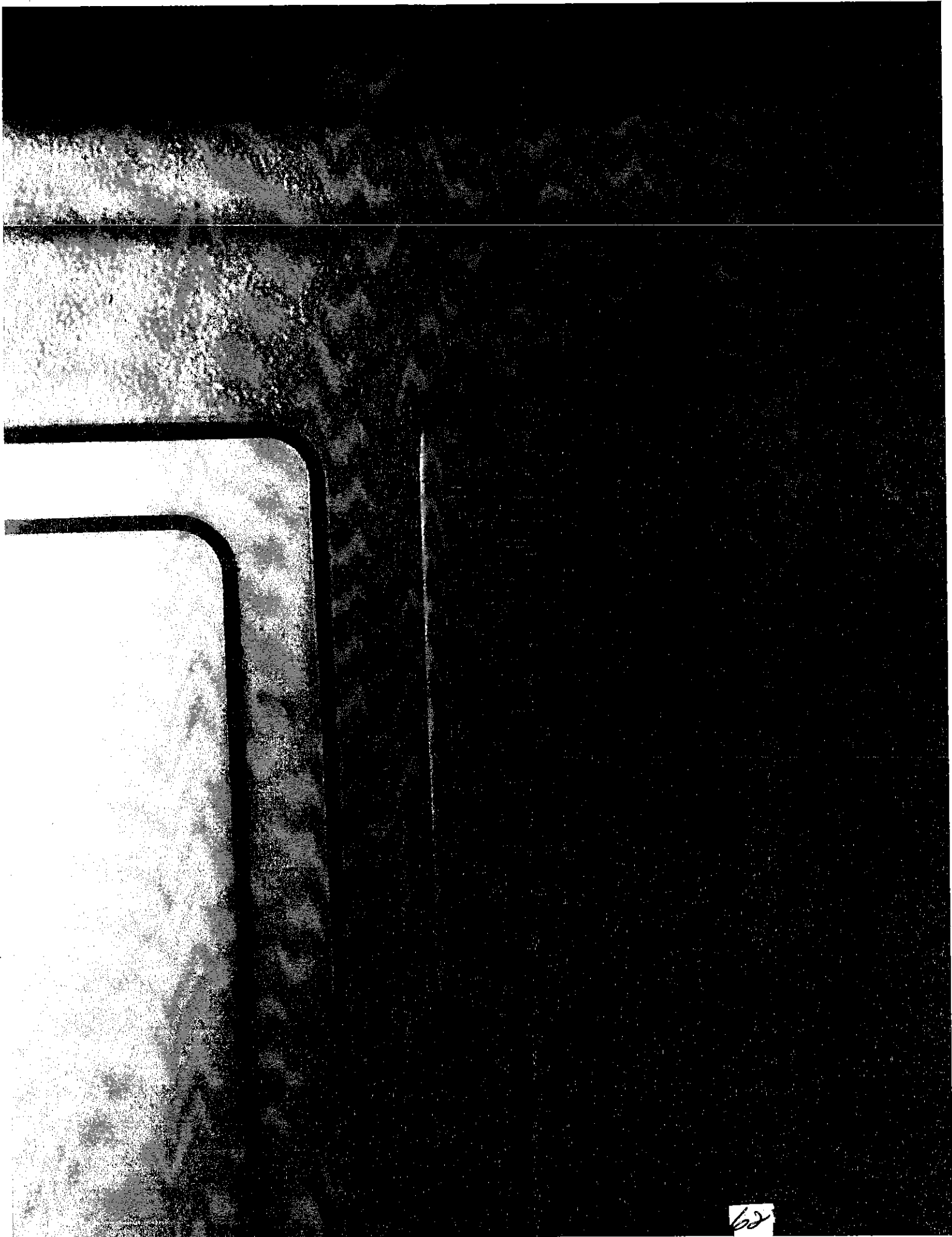








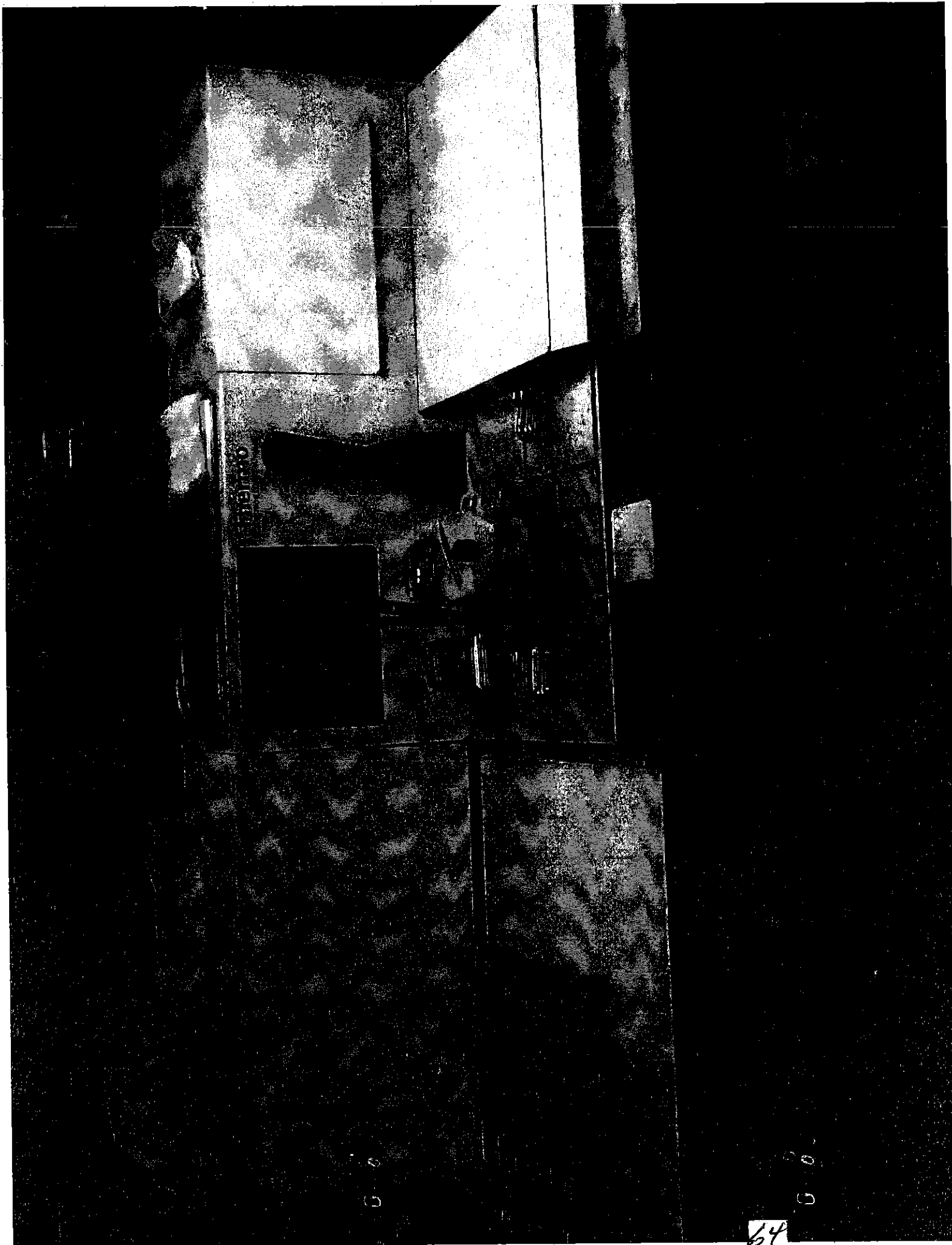




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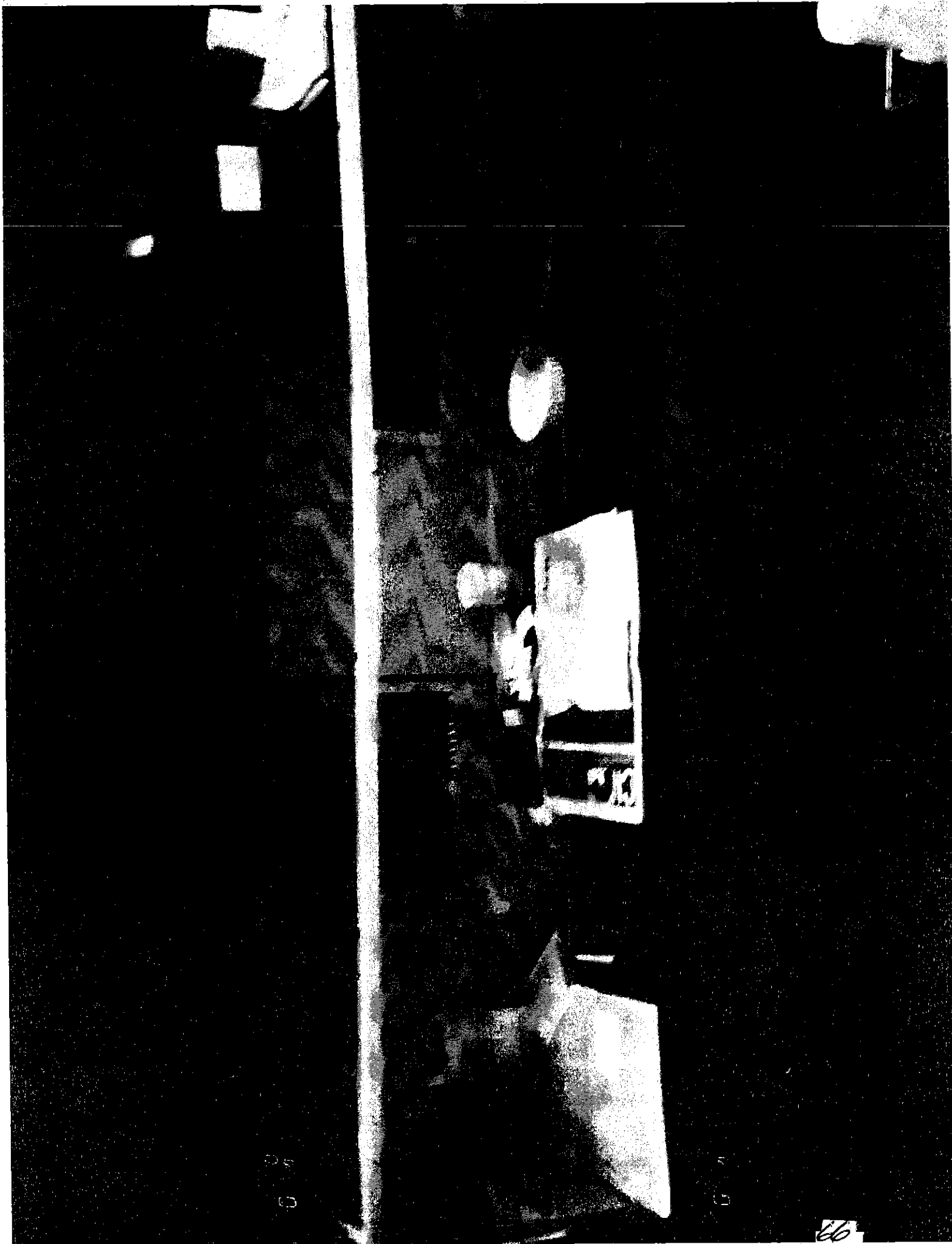
Page 30 of 30

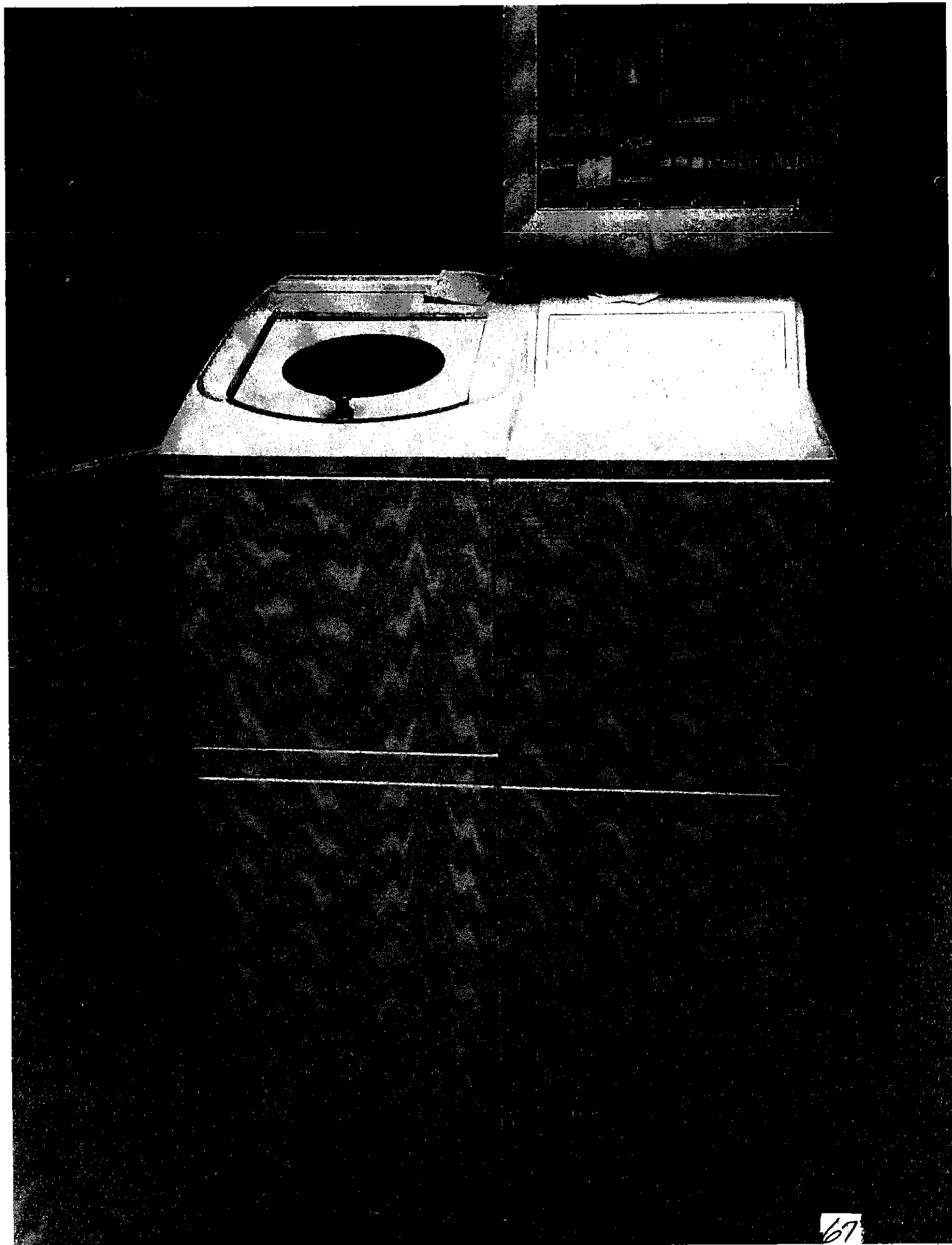
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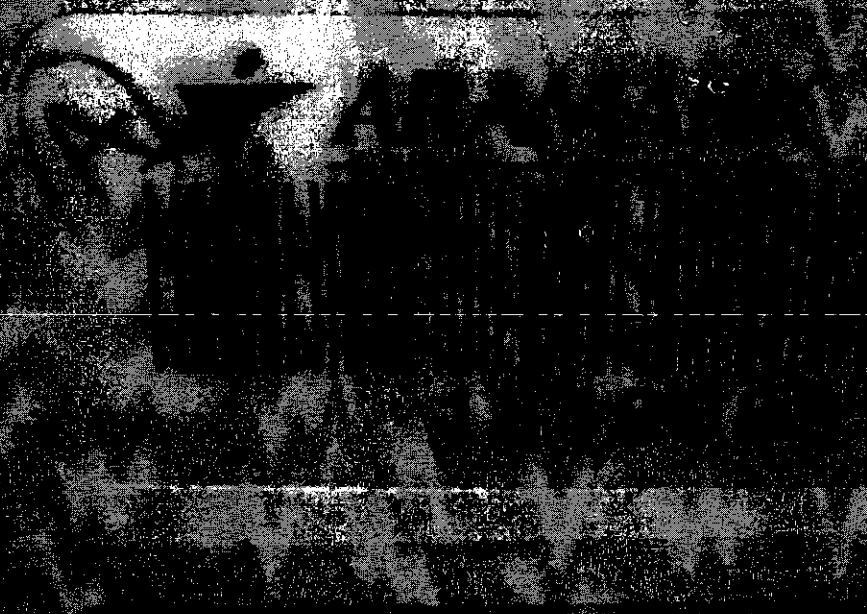
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