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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

Date: September 4, 2012

Agenda Item No. 8(F)(2)

Resolution No. R-676-12

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

From: Carlos A. Gimenez
Mayor

Subject: Authorizing a Lease Agreement and Assignment of Lease Agreement with the State of Florida Department of Health, Miami-Dade County Health Department, for Property Located at 7785 NW 48 Street, Building H, 3rd Floor, Doral, FL – Folio No. 35-3022-008-0010

RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) approve the attached resolution authorizing execution of a Lease Agreement (Lease) and Assignment of Lease Agreement (Assignment) for property located at 7785 NW 48 Street, Building H, 3rd Floor, Doral with Corporate Park of Doral (Landlord), a Florida Corporation, for space to be occupied by the State of Florida Department of Health, Miami-Dade County Health Department (State DOH). More specifically, this item does the following:

- authorizes the Lease of 8,428 square feet of air-conditioned office space, together with parking in common with other tenants, to be used by the State DOH to house its Women, Infant and Children (WIC) Program and administrative offices; and
- authorizes an Assignment to the State DOH in order to transfer all legal and financial responsibilities to the State of Florida. The County is acting solely as the agent for the State DOH as allowed by State law and administrative procedure, which permits them to lease space through Miami-Dade County.

No County programs will operate from this leased location and no County funds will be expended. The County will receive a four percent lease management fee as shown in the fiscal impact section.

SCOPE

The property is located in County Commission District 12.

FISCAL IMPACT/FUNDING SOURCE

No County funds are utilized for the payment of this lease. The total fiscal impact to the State DOH for the first lease year is estimated to be $205,617 and the five-year term and the five-year renewal period is estimated to be $2,323,965. The expenses are incurred entirely by the State DOH, which is funded by a federal WIC Program grant.

The County will receive a one-time four percent lease management fee for negotiating and preparing lease documents, which totals $7,500.

TRACK RECORD/MONITOR

The County has no record of negative performance issues with Corporate Park of Doral, a Florida Corporation. Margaret Araujo, Real Estate Development Division, Internal Services Department is the lease monitor.

DELEGATION OF AUTHORITY

Authorizes the County Mayor or the County Mayor's designee to execute the attached Lease Agreement and Assignment of Lease Agreement, and exercise the renewal and cancellation provisions.

BACKGROUND

At its meeting of March 12, 2002, through Resolution R-239-02, the Board approved a Lease Agreement for five years with a five-year renewal option period for the WIC Program at this location. The current annual base rent is $191,008 which is equal to $22.66 per square foot on an annual basis and expires on July 18, 2012. While the lease is set to expire prior to final Board approval, there is a Holdover clause in the existing lease that allows for tenant to occupy the space on a month-to-month basis until the new lease is in effect. The State DOH will continue to rent this space until the recommended lease is in effect.

Additional Lease details are as follows:

COMPANY PRINCIPALS:	Richard and Susan Zinn – 50% Warren Todd Zinn 1989 Trust – 12.5% Caryn Jill Zinn 1989 Trust – 12.5% RiverSource Life Insurance Company – 25%
LEASE TERM:	Five years with one additional five-year renewal option period.
EFFECTIVE DATES:	Commencing on the first day of the next calendar month following the date of the Board resolution approving this Lease and terminating five years thereafter.
RENTAL RATE:	The annual rent for the first lease year will be reduced from $191,008 ($22.66 per square foot) to $187,523 ($22.25 per square foot). The annual rent for the second through fifth lease year of the initial term and any subsequent renewal option period shall be adjusted in accordance with the Consumer Price Index pursuant to Article XXII of the Lease. In no event shall the rent adjustment be less than the rent for the preceding year or exceed three percent annually. The State is also responsible for its prorated share of the building's operating expenses, estimated to be $1.20 per square foot on an annual basis.
LEASE CONDITIONS:	This is a full service lease. The Landlord is responsible for roof and roof leaks, common area, all utilities, waste disposal service, security gate, roving security, custodial and janitorial services, parking lot and the structure of the building. The Landlord will also making tenant improvements as itemized in Article XX of the Lease. The State is responsible for phone and data, and its prorated share of the building's operating expenses.
CANCELLATION PROVISION:	The County may cancel the Lease, or any portion thereof after 12 months, by giving the Landlord at least 120 days' prior written notice.
OTHER PROPERTIES EVALUATED:	3900 NW 79 Avenue, Doral - $22.43 per square foot on an annual basis for a full service lease plus operating expenses

estimated to be $3.00 per square feet, inclusive of common area maintenance, real estate taxes, public liability insurance, maintenance of the demised premises, utilities, and on-site property management staff.

3625 NW 82 Avenue, Doral - $23.40 per square foot on an annual basis for a full service lease plus operating expenses estimated to be $3.50 per square feet, inclusive of common area maintenance, utilities, real estate taxes, public liability insurance, maintenance of the demised premises, utilities, and on-site property management staff.

8300 NW 53 Street, Doral - $22.50 per square foot on an annual basis for a full service lease plus operating expenses estimated to be $2.00 per square feet, inclusive of common area maintenance, utilities, real estate taxes, public liability insurance, maintenance of the demised premises, utilities, and the structure of the building.

Edward Marquez
Deputy Mayor

MEMORANDUM
(Revised)

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

DATE: September 4, 2012

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

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

Resolution No. R-676-12

Please note any items checked.

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

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

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

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

_____ **Budget required**

_____ **Statement of fiscal impact required**

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

_____ **No committee review**

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

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

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(F)(2)
9-4-12

RESOLUTION NO. R-676-12

RESOLUTION AUTHORIZING EXECUTION OF A LEASE AGREEMENT AND ASSIGNMENT OF LEASE AGREEMENT AT 7785 NW 48 STREET, BUILDING H, 3RD FLOOR, DORAL, WITH CORPORATE PARK OF DORAL, A FLORIDA CORPORATION, FOR PREMISES TO BE UTILIZED BY THE STATE OF FLORIDA DEPARTMENT OF HEALTH, MIAMI-DADE COUNTY HEALTH DEPARTMENT TO HOUSE ITS WOMEN INFANT AND CHILDREN PROGRAM (WIC) AND FOR ITS ADMINISTRATIVE OFFICES, WITH A TOTAL FISCAL IMPACT TO THE STATE OF FLORIDA DEPARTMENT OF HEALTH ESTIMATED TO BE $2,323,965.17 FOR THE FIVE-YEAR TERM OF THE LEASE AGREEMENT AND THE FIVE-YEAR RENEWAL TERM; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE ANY AND ALL OTHER RIGHTS CONFERRED THEREIN

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby approves the Lease Agreement and Assignment of Lease Agreement between Miami-Dade County and Corporate Park of Doral, a Florida Corporation, for premises to be utilized by the State of Florida Department of Health, Miami-Dade County Health Department to house its Women, Children, and Infants (WIC) Program and its administrative offices, with a total fiscal impact to the State of Florida Department of Health, Miami-Dade County Health Department estimated to be $2,323,965.17 for the five-year term of the Lease Agreement and the five-year

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

The foregoing resolution was offered by Commissioner **José "Pepe" Diaz**, who moved its adoption. The motion was seconded by Commissioner **Audrey M. Edmonson** and upon being put to a vote, the vote was as follows:

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

The Chairperson thereupon declared the resolution duly passed and adopted this 6 day of September, 2012. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK

By: **Christopher Agrippa**
Deputy Clerk

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

Juliette R. Antoine

LEASE AGREEMENT

THIS AGREEMENT made on the day of , 2012 by and between CORPORATE PARK OF DORAL, a Florida Corporation, hereinafter called the "LANDLORD" and MIAMI-DADE COUNTY, a political subdivision of the State of Florida, hereinafter called the "TENANT"

WITNESSETH:

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

Approximately 8,428 rentable square feet of air-conditioned office space located at 7785 N.W. 48 Street, Building H, 3rd Floor, Doral, Florida 33166 as more particularly described in the floor plan (the "Floor Plan") attached hereto as Exhibit "A" and made a part hereof (the "Demised Premises") together with off-street parking in common with other tenants, as further defined in Article XXVII, "Parking."

The building in which the Demised Premises is located shall hereinafter be referred to as the "Building" and the project in which the Building is located, which project consists of a series of buildings owned by LANDLORD, shall hereinafter be referred to as the "Park."

The Building's square footage is 54,078 rentable square feet, of which 8,428 square feet is to be occupied by TENANT as the Demised Premises. The ratio of the net rentable square footage contained in the building to TENANT's rentable square footage in the Building is presently 15% (the "Factor"), which results in a rentable square footage in the Premises of 8,428 square feet.

The terms "rentable" and "usable" square footage (or area) shall have the meanings ascribed to them by the Building Owners and Managers Association International (BOMA) as the "American National Standard", as amended and in effect at the time of the execution of this Lease. Rentable area for the Premises and the Building shall be recomputed upon completion of the Building and/or the Premises. The respective rentable areas of the Premises, the Building and the Factor shall be certified by a licensed architect or engineer or by a duly qualified measurement specialist by the LANDLORD upon completion of the Building and the Premises. TENANT shall have the right to independently review and measure the Premises and the Building within thirty (30) days of TENANT taking possession of the Premises. If there is a dispute as to the respective rentable areas the Premises, the Building and the Factor, and the parties cannot resolve any differences, the parties agree to have their respective measurement experts appoint an independent third party certified expert, either licensed architect or engineer or duly qualified measurement specialist to arbitrate and make a final determination as to the final rentable square footage areas and the Factor and the parties agree to be bound by said determination of the third party

independent measurement expert.

The calculation of the Rentable areas of the Premises and the Building shall be adjusted from time to time to reflect any structural change or change in the amount of the common areas of the building, or any change in use or function of any part of the Building. The Landlord shall furnish to Tenant notice of such recalculations as soon as they occur. The methodology of dispute resolution set forth above shall be applicable to any rentable areas of the respective premises and Building and the Factor.

TO HAVE AND TO HOLD unto said TENANT for a term of five (5) years plus one (1) five-year renewal option period as per Article XXI, commencing on the first day of the next calendar month following the effective date of the resolution by the Board of County Commissioners approving this Lease Agreement, (the "Commencement Date") and terminating five (5) years thereafter for an annual base rent of One-Hundred Eighty-Seven Thousand Five-Hundred Twenty-Three Dollars and 00/100 ($187,523.00) payable in twelve (12) equal monthly installments of Fifteen Thousand Six-Hundred Twenty-Six Dollars and 91/100 ($15,626.91), payable in arrears in accordance with Section 215.422 of the Florida Statutes, on or about the twenty third day of every month at Corporate Park of Doral, 7705 N.W. 48 Street, Suite 120, Doral, Florida 33166 or at such other place and to such other person as LANDLORD may from time to time designate in writing, as set forth herein. LANDLORD shall submit to TENANT, monthly rental invoices in triplicate to Miami-Dade County Department of Health, Administrative and Financial Services, 8175 N.W. 12 Street, Suite 300, Doral, Florida 33126. The annual rental for the second through the fifth lease year of the initial lease term and any subsequent renewal option periods shall be increased as per the Consumer Price Index (CPI) not to exceed an increase of three percent (3%) over the immediately preceding year, as per Article XXII "Rent Adjustment" of the Lease Agreement. TENANT agrees to promptly pay all rent, additional rent and other charges that accrue under this Lease Agreement, and TENANT acknowledges that such agreement is a material inducement for LANDLORD to enter into this Lease Agreement.

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

ARTICLE I
USE OF DEMISED PREMISES

The area of the Demised Premises shall be used by TENANT for the performance of County

business by County departments, agencies, and authorities and for the performance of work incidental thereto, which will necessarily entail services performed for the general public. In connection therewith, TENANT covenants that medical procedures, incidental to TENANT's use, shall not be performed on the Demised Premises and that no medical treatment, incidental to TENANT's use, shall be rendered at the Demised Premises. TENANT agrees to abide by all rules and regulations of the Office Park attached hereto as Exhibit "B" and made a part hereof and as reasonably amended and supplemented from time to time as LANDLORD may so deem necessary and will cause its agents, employees, invitees and visitors to adhere to said rules and regulations.

ARTICLE II
CONDITION OF DEMISED PREMISES

LANDLORD, at its own expense, shall cause the Demised Premises to be in a state of good repair and suitable for usage by TENANT at the commencement of this Lease Agreement, subject to the provisions of ARTICLE XX, "Improvements of the Demised Premises."

Subject to the above, TENANT hereby accepts the Demised Premises to be in a state of good repair and suitable for usage by TENANT at the commencement of the term of this Lease Agreement and after completion of alterations by LANDLORD.

TENANT shall not permit the presence, handling, use storage or transportation of hazardous or toxic materials in or about the Demised Premises or the Building, except in strict compliance with all laws, ordinances, rules, regulations, orders and guidelines of all governmental authorities having jurisdiction and the applicable Board of Insurance Underwriters (collectively, the "Toxic Waste Regulations"). In no event shall hazardous or toxic materials be disposed of in or about the Demised Premises or the Building, but shall only be disposed of by means of a duly licensed hazardous waste disposal service. TENANT shall provide LANDLORD with copies of all pertinent documentation establishing disposal in accordance with the foregoing, including without limitations, manifests and receipts for materials. TENANT shall obtain and maintain throughout the initial term and any extension or renewal thereof, all licenses and permits required in connection with TENANT's activities which may involve hazardous or toxic material.

TENANT shall allow access to the Demised Premises by the Miami-Dade County Department of Environmental Resources (DERM) and the LANDLORD to allow such parties to inspect and assure compliance with the requirements of this subparagraph.

TENANT acknowledges that it is aware of the penalties for improper disposal of hazardous waste as set forth in Section 393.727, Florida Statutes, as it now exists or as hereafter may be amended, supplemented or renumbered and TENANT hereby warrants, represents and covenants to and with LANDLORD that TENANT shall comply with all requirements of the Toxic Waste Regulations including but without limitations, the applicable requirements of Chapter 393, Florida Statutes, as it now exist or as hereafter may be amended, supplemented or renumbered. TENANT represents and warrants that TENANT shall at all times during the initial term of this Lease Agreement and any extension or renewal thereof, be in compliance with the Toxic Waste Regulations, and shall indemnify, defend and hold LANDLORD and LANDLORD's mortgages harmless from and against any and all claims, liabilities, injuries, damages, costs and expenses (including attorney's fees) arising out of or in connection with any breach of the covenants, representations or warranties of this subparagraph to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnity shall survive the termination of this Lease Agreement with respect to matters which arise or occur prior to the termination of this Lease Agreement.

ARTICLE III
UTILITIES

LANDLORD, during the term hereof, shall pay all charges for water, waste disposal services, and electricity used by TENANT. LANDLORD, at LANDLORD's cost shall provide air conditioning and heating services from 7:00 a.m. to 6:00 p.m. Monday through Friday throughout the term of this Lease Agreement, renewal or extension thereof. TENANT may request additional air conditioning or heating services after hours by giving LANDLORD notice in writing twenty-four (24) hours in advance. Air conditioning and heating services provided after hours are billable at an hourly rate of $10.00 Dollars per zone and must be paid by TENANT on a monthly basis as additional rent. The $10.00 Dollars per zone

charge for over time use will increase proportionately to the increase in charges by Florida Power and Light (FPL) as the same may occur from time to time.

ARTICLE IV
MAINTENANCE

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

Plumbing, electrical lines, and equipment, limited to standard building light fixtures, outlets and switches installed and supplied by the LANDLORD;
Trash and refuse disposal;
Janitorial and custodial services referenced in Exhibit "C" Janitorial Services;
Halls, stairways, elevators, and lavatories;
Air-conditioning and heating equipment as per Exhibit "D" HVAC System Preventive Maintenance for Leased Space;
Roof and roof leaks;
Windows, doors, and frames;
Parking lot, sidewalks, grounds, landscape and all common areas;
Fire equipment, including inspection as required by applicable fire codes;
Existing security gate, system or such other security elements which LANDLORD may substitute therefor in its discretion.

LANDLORD, at its sole cost and expense, shall perform or cause to be performed in the Demised Premises during the term of this Lease Agreement at times and in a manner least disruptive to the program operations, the maintenance, trash disposal, janitorial services, custodial services, and services as described above and referenced in Exhibit "C" Janitorial Services and Exhibit "D" HVAC System Preventive Maintenance for Leased Space. Upon the failure of LANDLORD to effect repairs or perform the above-stated services pursuant to this Lease Agreement after ten (10) days' written notification to do so by TENANT, (and with respect to air conditioning, after three (3) business days' written notification to do so, and if LANDLORD fails to exercise reasonable efforts to make repairs) TENANT may cause the repairs to be made and deduct their cost from the rental payments due and to become due until in each instance TENANT has fully recovered such costs in accordance with audited costs of repair furnished by TENANT to LANDLORD. In the event of an emergency, TENANT after proper notification to the LANDLORD and failure of the LANDLORD to take immediate action, may perform repairs that are the LANDLORD's responsibility and receive a credit against rental payments or a cash reimbursement from

LANDLORD for the actual costs thereof. All of the aforesaid repairs shall be made with reasonable diligence and in a good and workmanlike manner. The parties further agree that if the LANDLORD has timely commenced performance of maintenance or the providing of work as required by any of the terms of this Lease Agreement and is diligently pursuing the completion of said maintenance or work then, the TENANT may not be able to assert a default or be able to avail itself of any remedial provisions in this Lease Agreement.

TENANT shall use its best efforts not to commit or allow any waste or damage to be committed on any portion of the premises, the buildings or the Demised Premises. Any damage caused by the willful or negligent acts of the TENANT, its agents, employees, invitees or visitors shall be repaired by TENANT at its own cost and expense. Should TENANT fail to make such repairs, TENANT shall reimburse LANDLORD the costs thereof as additional rent, upon presentation of paid bills for such repairs.

ARTICLE V
ALTERATIONS BY TENANT

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

ARTICLE VI
DESTRUCTION OF DEMISED PREMISES

In the event the Demised Premises or any portion thereof should be destroyed or so damaged by fire, windstorm, or other casualty such that the Demised Premises are rendered untenantable, either party may cancel this Lease Agreement for its convenience by the giving of written notice to the other at any time after the occurrence of the fire, windstorm, or other casualty. In the event of cancellation under this

Article, neither party shall be responsible to the other party for any expense associated with the cancellation and TENANT shall only be liable to LANDLORD for such rents as may be due as of the date of such fire, windstorm, or other casualty.

If neither party shall exercise the foregoing right of cancellation, LANDLORD shall cause the building and Demised Premises to be repaired and placed in good condition within one hundred twenty (120) days following the date of casualty, time being of the essence. If the Demised Premises sustained damages such that repairs cannot be completed within one hundred twenty (120) days, TENANT shall be entitled to cancel the Lease Agreement by the giving of written notice to LANDLORD at any time, notwithstanding the commencement of any repairs by LANDLORD. TENANT shall not be liable for rent during such period of time as the Demised Premises shall be untenantable by reason of fire, windstorm or other casualty.

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

ARTICLE VII
DISABLED INDIVIDUALS

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

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

LANDLORD agrees to correct any and all violations of the obligations of LANDLORD under this Section within sixty (60) days of written notice by TENANT of the existence of the same, provided that, if such violations cannot feasibly be corrected within said sixty (60) day period, then LANDLORD agrees to commence such repairs within said sixty (60) day period and to diligently pursue the completion of same within a reasonable period thereafter.

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

ARTICLE VIII
NO LIABILITY FOR PERSONAL PROPERTY

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

ARTICLE IX
SIGNS

Interior and/or exterior signs will be of the design and form of letter to be first approved by the LANDLORD, the cost of painting and installation to be paid by TENANT except, LANDLORD shall provide at is sole cost and expense, TENANT's listing on the Building's directory Board if any, and/or the Office Park's directory board if any, and any other common identification used by LANDLORD in the Building or the Office Park. All signs paid by TENANT shall be removed by TENANT upon termination of this Lease Agreement. Any damage or unsightly condition caused to the Demised Premises or the building by the removal of said signs shall be satisfactorily corrected or repaired by TENANT.

ARTICLE X
LANDLORD'S RIGHT OF ENTRY

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

exists, to examine the same or to make such repairs, additions, or alterations as may be deemed necessary for the safety, comfort, or preservation thereof of said building or to exhibit said Demised Premises and to put or keep upon the doors or windows thereof a notice "FOR RENT" at any time within sixty (60) days before the expiration of this Lease Agreement.

ARTICLE XI
LIABILITY FOR DAMAGE OR INJURY

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

ARTICLE XII
PEACEFUL POSSESSION

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

ARTICLE XIII
SURRENDER OF DEMISED PREMISES

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

ARTICLE XIV
INDEMNIFICATION AND HOLD HARMLESS

LANDLORD shall indemnify and hold harmless the TENANT and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the TENANT or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of this AGREEMENT or by the negligence of the LANDLORD, its employees, agents, servants, partners, principals or subcontractors. LANDLORD shall pay all claims and losses in connections therewith and shall investigate and defend all claims, suits or actions of any kind or

nature in the name of the TENANT, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. LANDLORD expressly understands and agrees that any insurance protection required by this AGREEMENT or otherwise provided by LANDLORD shall in no way limit the responsibility to indemnify, keep and save harmless and defend the TENANT, or its officers, employees, agents, and instrumentalities as herein provided.

TENANT does hereby agree to indemnify and hold harmless the LANDLORD to the extent and within the limitations of Section 768.28, Florida Statutes, subject to the provisions of that Statute whereby the TENANT shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of $200,000, or any claim or judgments or portions thereof, which, when totaled with all other occurrence, exceeds the sum of $300,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise solely as a result of the negligence of the TENANT. However, nothing herein shall be deemed to indemnify the LANDLORD from any liability or claim arising out of the negligent performance or failure of performance of the LANDLORD or any unrelated third party.

ARTICLE XV
ASSIGMENT BY LANDLORD

If the interests of LANDLORD under this Lease Agreement shall be transferred voluntarily or by reason of foreclosure or other proceedings for enforcement of any mortgage on the Demised Premises, TENANT shall be bound to such transferee (herein sometimes called the "Purchaser") for the balance of the term hereof remaining, and any extension or renewals thereof which may be effected in accordance with the terms and provisions hereof, with the same force and effect as if the Purchaser were the LANDLORD under this Lease Agreement, and TENANT does hereby agree to attorn to the Purchaser, including the Mortgagee under any such mortgage if it be the Purchaser, as its LANDLORD, said attornment to be effective and self-operative without the execution of any further instruments upon the Purchaser succeeding to the interest of the LANDLORD under this Lease Agreement. The respective rights and obligations of TENANT and the Purchaser upon such attornment, to the extent of the then remaining balance of the term of this Lease Agreement and any such extensions and renewals, shall be and

are the same as those set forth herein. In the event of such transfer of LANDLORD's interests, LANDLORD shall be released and relieved from all liabilities and responsibility to TENANT thereafter accruing under this Lease Agreement or otherwise and LANDLORD's successor by acceptance of rent from TENANT hereunder shall become liable and responsible to TENANT in respect to all obligations of the LANDLORD under this Lease Agreement.

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

LANDLORD agrees to the assignment and delegation of all rights, duties and responsibilities of the Lease to the Florida Department of Health, Miami-Dade County Health Department. Acknowledgement and consent by the State of Florida Department of Health is attached herein as Exhibit "E" and made a part hereof. Pursuant to Florida Statutes, Section 255.2502, "The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature."

Except as provided for herein, TENANT shall not assign this Lease Agreement or any part thereof or sublet all or any part of the premises without prior written consent of LANDLORD, which shall not be unreasonably withheld. Any assignment or subletting consented to by LANDLORD shall be evidenced in writing in a form acceptable to LANDLORD.

ARTICLE XVII
NON-DISTURBANCE

The Lease Agreement shall be subordinate and subject to all ground or underlying leases and mortgages covering the fee of the property, or which at any time thereafter affect the property, and to all renewals, modifications, or replacements thereof; provided, however, that with respect to any ground lease agreement, underlying lease agreement, or mortgage subsequent to the date of this Lease Agreement, such subordination shall not be effective unless and until LANDLORD shall obtain from any and all such ground lessors, underlying lessors, and/or lenders a written agreement with TENANT wherein any and all such ground lessors, underlying lessors, and/or lenders shall agree that the Lease Agreement shall not be

divested or in any way affected by foreclosure, other default proceedings, or other succession in interest by or under any ground lease agreement, lease agreement mortgage, or obligation secured thereby, so long as TENANT complies with the terms, conditions, and covenants of this Lease Agreement and performs its obligations under this Lease Agreement (said agreement being referred to herein as a "Non-Disturbance Agreement"). If LANDLORD shall so fail to obtain a Non-Disturbance Agreement from any ground lessor, holder of any mortgage, or underlying lessor, then the parties recognize that this Lease Agreement shall be and remain superior to any such ground lease agreement, underlying lease agreement, and/or mortgage entered into or executed subsequent to the date of this Lease Agreement. Further, with respect to any and all existing ground lease agreement, underlying lease agreement, and/or mortgage, prior to the commencement of the construction of LANDLORD's Work LANDLORD shall obtain from any and all ground lessors, underlying lessors, and/or lenders a Non-Disturbance Agreement. LANDLORD and TENANT agree that the terms, conditions, and covenants contained here in shall not be altered or affected by any subsequent change in ownership of the Property by reason of foreclosure, conveyance, or otherwise. Any document purporting to transfer ownership in the Property, whether presently in existence or not, shall be subordinate to this Lease Agreement, and subject to the terms, obligations, and covenants herein. In the event that a change of ownership in the Property results in any additional costs to TENANT by material alteration of the terms of this Lease Agreement, LANDLORD agrees to indemnify TENANT for such costs.

ARTICLE XVIII
SUCCESSORS IN INTEREST

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

ARTICLE XIX
NOTICES

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

TENANT:	LANDLORD:
Florida Department of Health Miami-Dade County Health Department Administrative and Financial Services 8175 N.W. 12 Street, Suite 300 Doral, Florida 33126	Corporate Park of Miami 7775 N.W. 48 Street Suite 120 Doral, Florida 33166 Attn: Property Manager
Copy to:	**Copy to:**
Miami-Dade County Internal Services Department Real Estate Development Division 111 N.W. First Street, Suite 2460 Miami, Florida 33128	Corporate Park of Miami 7775 N.W. 48 Street Suite 110 Doral, Florida 33166 Attn: Richard Zinn

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

ARTICLE XX
IMPROVEMENTS OF THE DEMISED PREMISES

Subject to the terms, condition and covenants of this Lease Agreement, LANDLORD at LANDLORD's cost and expense, shall complete and prepare the Demised Premises as follows:

1. Reception Area
   Paint all walls including hallway to restrooms
   Paint mailroom
   Replace vinyl composition tile (VCT)
   Add new VCT to mailroom

2. Main Training Room
   Clean carpet
   Move existing light switch to exterior hallway

3. Stub Box Storage Room
   Paint all walls

4. Appointment Office
   Clean carpet

5. Computer IT room
   Replace broken ceiling tile in computer room

6. Training Room/Small Conference Room
Paint walls

7. Marilyn Toledo's Office
Paint the entire office
Add threshold at entrance door

8. Breast Feeding Area
Paint 3 individual offices
Paint one large room

9. Restrooms
Clean tile and grout thoroughly
Remove brass plates on exterior of restroom doors and replace with new brass plates
Paint handicapped restroom walls

10. Audit Room
Paint the entire room

11. Administration Wing
Paint all walls
Clean all carpeting

12. Human Resources Office
Paint all walls

TENANT, at its sole cost and expense shall remove all furniture, office equipment, shelving, and personal items to facilitate the work outlined above.

ARTICLE XXI
OPTION TO RENEW

Provided this Lease Agreement is not otherwise in default, TENANT, through its County Mayor or the County Mayor's designee, is hereby granted the option to extend this Lease Agreement for one (1) additional five (5) year renewal option period upon the same terms and conditions, except that the rental rate shall be adjusted each year in accordance with the Consumer Price Index (CPI), as outlined in Article XXII "Rent Adjustment," by giving LANDLORD notice in writing at least ninety (90) days prior to the expiration of this Lease Agreement or any extension thereof.

ARTICLE XXII
RENT ADJUSTMENT

The base rent for the second through the fifth year of the initial Lease term and each subsequent

twelve-month period thereafter, shall be computed by multiplying the Annual Base Rent of $187,523.00 by a fraction whose numerator shall be the Consumer Price Index (CPI) for the month which is two months prior to the end of such twelve-month period and whose denominator shall be the Consumer Price Index (CPI) for the month which is two months prior to the commencement date of the Lease Agreement. For purposes hereof, the Consumer Price Index to be used shall be the National Consumer Price Index for all Wage Earners & Clerical Workers, U.S. City Average (All items: 1982-84=100) issued by the U.S. Department of Labor, Bureau of Labor Statistics or any successor agency of the United States that shall issue indexes or data of similar type. The LANDLORD shall notify the TENANT of the adjusted monthly rent, in writing, prior to the respective anniversary date, if such rent adjustment occurs. In no event shall the rent adjustment be less than the rent for the preceding year or exceed three percent (3%) per annum.

If LANDLORD does not submit to TENANT in writing the Consumer Price Index adjustment by December 31, of each anniversary year, then LANDLORD waives its right to the Consumer Price Index adjustment for the adjusted year.

ARTICLE XXIII
ADDITIONAL RENT

Operating Expenses: TENANT shall be responsible for its prorated share of the building's operating expenses. Upon submission of invoices and documentation of paid bills, TENANT shall reimburse LANDLORD as additional rent; its prorated share of any increases over the Base Year 2011, in the building's operating expenses, which is agreed to be 15% of the Building's rentable square feet. TENANT shall not be responsible for any increases that exceed five percent (5%) of the previous year's operating expenses; excluding non-controllable expenses such as real estate property taxes and insurance which shall be based on the actual pro-rated share of the actual payment for the fiscal year. Such operating expenses shall be limited to increases in ad valorem real estate taxes, insurance (including property, liability and flood insurance), electricity, janitorial and custodial services, water and sewer, security services and security systems. It is agreed that the ad valorem taxes due in November of each year shall be

the figure used in calculating the "Real Estate Taxes.

ARTICLE XXIV
TERMINATION RIGHTS OF TENANT

TENANT, through its county mayor or the county mayor's designee, shall have the right to terminate this lease agreement or any portion thereof pursuant to the terms of the Florida Statutes, Chapter 255, Sections 255.2502, 255.2503 and 216.311, and shall have the right to terminate, without penalty, this lease agreement in the event a state-owned building becomes available for TENANT's occupancy, by giving LANDLORD at least one-hundred twenty (120) days written notice prior to its effective date. However, if the TENANT desires to terminate as a result of the lack of program funding, TENANT shall first afford LANDLORD an opportunity to assist TENANT by relocating TENANT to other premises within the park, or adjusting the size of the demised premises, or adjusting TENANT's rent or a combination of any of the above. Notwithstanding the foregoing, TENANT shall have the right to decline LANDLORD's offer, shall the space or rental negotiations not accommodate the needs of the TENANT. In the event that TENANT desires to terminate only a portion of the Demised premises, the portion to be terminated shall be mutually agreed upon by both parties, such mutual agreement shall not be unreasonably withheld, by either party.

ARTICLE XXV
HEATING, VENTILATION AND AIR-CONDITIONING

LANDLORD acknowledges that it is responsible for providing and maintaining, at no cost or expense to TENANT, a good, sufficient, and safe heating, ventilation, and air conditioning system to cool and heat the entire Demised Premises uniformly, and sufficient with TENANT's use of the Demised Premises. Without limiting the obligations of LANDLORD as set forth in ARTICLE IV, "Maintenance" of this Lease Agreement, LANDLORD shall be required to initiate and maintain a commercial HVAC system maintenance contract or contracts, which shall call for regular maintenance and service to such systems in accordance with industry standards.

ARTICLE XXVI
MAINTENANCE AND JANITORIAL SERVICES

LANDLORD, at its sole cost and expense, shall perform or cause to be performed in the Demised Premises, on a daily basis during the term of this Lease Agreement (except for Saturdays, Sundays, and holidays) after 5:00 p.m., the maintenance and janitorial services with respect to the Demised Premises. LANDLORD shall repair, replace, and maintain, at its sole cost and expense, the HVAC, electrical, mechanical, utility, and plumbing systems servicing the Demised Premises, the roof and all other structural elements of the building except for damages caused by the negligence or willful misconduct of TENANT or TENANT's employees, agents, contractors, visitors, and/or invitees.

ARTICLE XXVII
PARKING AND GROUNDS

TENANT shall have the right to use the entire ground areas and parking areas located on the property which shall be shared in common with other tenants and shall be permitted to use up to sixty five (65) unassigned parking spaces for its employees, agents, invitees and visitors.

XXVIII
EXCUSABLE DELAYS

Notwithstanding anything to the contrary in this lease, the parties agree that with regard to "Excusable Delays" as defined below, that LANDLORD shall be relieved of the obligation to complete work or to provide a service or any other obligation of LANDLORD in accordance with any specified time frames dictated by various sections of the Lease in the event that such an event of "Excusable Delays" shall occur. The parties further agree that if the LANDLORD has timely commenced performance of maintenance or the providing of work or any other obligation of LANDLORD as required by any of the terms of this Lease and is diligently pursuing the completion of work then the TENANT may not be able to assert a default or be able to avail itself of any remedial provisions in this lease.

Provided that the Lessor asserts a diligent effort to perform in accordance with the provisions of this Lease Agreement, notwithstanding any other provision of this agreement specifically but not limited to Article IV, Article VI, and Article XX the parties agree that "Excusable Delays" includes delays caused without material fault of Lessor by local and/or State government (including The City of Doral, Miami-

Dade County and State of Florida's) applicable rules, laws and "code", including actions or inactions, such as delays in the carrying out of inspections and temporary "failures" of convenience pending future more thorough inspections after which the item(s) inspected ultimately "pass" inspection; delays thereafter caused by the necessity to re-schedule labor, contractors and subcontractors and materials due to earlier "Excusable Delays" including as here further defined; governmental delays in timely processing, reviewing, approving plans or specifications, delays resulting from governmental required revisions to plans [even after issuance of permit(s)].

With respect to the construction schedule, that in addition to the forgoing definition of "Excusable Delays" Acts of God, floods, hurricanes, strikes, labor conditions, lack of material and Force Majeure shall also be included as an "Excusable Delay". For purposes hereof, events of "force majeure" shall mean LANDLORD is prevented due to causes beyond such party's control, as hereafter defined, from complying with its obligations (other than monetary obligations) hereunder giving rise in such case to an excuse from such applicable obligation solely for the period or periods delay.

ARTICLE XXIX
MISCELLANEOUS

A. If any term or condition of this Lease Agreement is, to any extent, invalid or unenforceable, the remainder of this Lease Agreement is not to be affected thereby and each term and condition of this Lease Agreement is to be valid and enforceable to the fullest extent permitted by law. This Lease Agreement will be construed in accordance with the laws of the State of Florida, and jurisdiction shall be exclusive in state court in Miami-Dade County, Florida.

B. Submission of this Lease Agreement to TENANT does not constitute an offer, and this Lease Agreement becomes effective only upon execution, delivery by both LANDLORD and TENANT and by approval of the Miami-Dade Board of County Commissioners.

C. Each attachment hereto will form a part of this Lease Agreement if initialed on behalf of LANDLORD and TENANT and/or identified in this Lease Agreement.

D This Lease Agreement does not create, nor will TENANT have, any express or implied easement for or other rights to air, light or view over or about the building in which the premises is located or any part thereof. Any acts to be performed by LANDLORD under or in connection with this Lease Agreement may be delegated by LANDLORD to its managing agent or other authorized authority.

E. This Lease Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof, it being acknowledged that both parties hereto have contributed substantially to the content of this Lease Agreement.

F. If either party requests the other party's consent or approval under this Lease Agreement, and if in connection with such request that party deems it necessary to seek the advice of its architect, engineer and/or related professionals, then that party may require that the other party pay the reasonable fees of such architect, engineer and/or related professionals in connection with the consideration of such request and/or the preparation of any documents pertaining thereto.

G. No waiver of any provision of this Lease Agreement by either party hereto will be deemed to imply or constitute a further waiver by such party of the same or any other provisions hereof. The rights and remedies of the parties hereto under this Lease Agreement and otherwise are cumulative and are not intended to be exclusive and the use of one will not exclude or waive the right of use of another, and the parties hereto will be entitled to pursue all rights and remedies available to said parties under the laws of the State of Florida.

H. RADON GAS: Radon 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 Health Department.

I. The TENANT acknowledges that the Bahama shutters which are affixed to some of the windows of some of the buildings are not for hurricane protection but, are merely decorative in nature. The TENANT understands and acknowledges that the windows which abut the Premises will not be protected by hurricane shutters notwithstanding the fact that some of the windows in some of the buildings or even some of the windows abutting the Premises may be fitted for hurricane shutters.

J. LANLORD and TENANT each represent and warrant one to the other that except as may be hereinafter set forth, neither party has contracted with any broker in connection with the negotiations of the terms of this Lease Agreement or the execution thereof. LANDLORD and TENANT, TENANT to the extent and within the limitations of Section 768.28, Florida Statutes, hereby agree to indemnify and to hold each other harmless against any loss, expense or liability with respect to any claims for commissions, finder's fees or brokerage fees arising from or out of any breach of the foregoing representation and warranty. LANDLORD has advised TENANT that there are no brokers involved in this transaction.

K. Nothing contained herein, nor any actions of the parties hereto shall be deemed or construed to create the relationship of principal and agent, partnership, joint venture, or any relationship between LANDLORD and TENANT other than that of LANDLORD and TENANT, it being understood and agreed that neither any other provision contained in this Lease Agreement nor any acts of LANDLORD or TENANT shall be deemed to create any relationship between the LANDLORD and TENANT other than that of LANDLORD and TENANT nor cause either LANDLORD or TENANT to be responsible in any way for the acts, debts or obligations of the other.

L. LANDLORD reserves to itself the right, from time to time, to grant, without the consent or joinder of TENANT, such easements, rights and dedications that LANDLORD deems necessary and to cause the recordation of easements, dedications, parcel maps/plats and restrictions so long as same do not adversely and materially: (a) interfere with the use of the Demised Premises by TENANT; (b) increase TENANT's obligations hereunder; or (c) decrease TENANT's rights hereunder, TENANT agrees to

promptly execute and deliver in recordable form any documents reasonably requested by LANDLORD to effectuate any such easements, rights, dedications, parcel maps/plats and/or restrictions.

M. Time is of the essence with respect to this Lease Agreement.

ARTICLE XXX
WAIVER OF LANDLORD'S LIEN

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

ARTICLE XXXI
FORCE MAJEURE

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

ARTICLE XXXII
LANDLORD'S DEFAULT

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

prosecutes such cure to completion. In the event of any such default by LANDLORD, TENANT may at any time terminate this Lease Agreement within seven (7) days written notice to LANDLORD or bring an action for damages, or injunctive relief (it being recognized that in such event TENANT is irreparably harmed for which there is no adequate remedy at law). No remedy of TENANT provided for in the Lease Agreement shall be considered to exclude or suspend any other remedy provided for herein, but the same shall be cumulative and in addition to TENANT's remedies at law or in equity.

ARTICLE XXXIII
WAIVER

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

ARTICLE XXXIV
DEFAULT OF TENANT

If TENANT shall fail to pay any monthly installment or item of rent on the date when the same becomes due or shall violate or fail to perform any of the other conditions, covenants, or agreements herein made by TENANT, and if such violation or failure continues for a period of thirty (30) days after written notice thereof to TENANT by LANDLORD, except for failure to pay rent, which shall have a fifteen (15) day period for cure after written notice thereof to TENANT by LANDLORD, and further, if TENANT shall be diligently attempting to cure such failure to perform any other conditions, covenants, or agreements, the time to cure, such failure shall be extended for so long as TENANT shall diligently prosecute (such cure) then LANDLORD may proceed with any remedy available at law or in equity in the State of Florida or by such other proceedings, including reentry and possession, as may be applicable. All rights and remedies of LANDLORD under this Lease Agreement shall be cumulative and shall not be exclusive of any other rights and remedies provided to LANDLORD under applicable law.

ARTICLE XXXV
SET-ASIDE FUNDS

LANDLORD acknowledges that it has irrevocably earmarked and set aside available funds to complete all of LANDLORD'S WORK, to be exclusively used for the performance until completion of LANDLORD'S WORK, and agrees to so use the funds to perform, comply with, and abide by all the stipulations, agreements, conditions, and covenants of this Lease Agreement on LANDLORD's part to be performed in order to place TENANT in the exclusive possession of the Demised Premises.

ARTICLE XXXVI
LANDLORD'S RIGHT TO REPAIR

LANDLORD shall have access to all air conditioning and heating equipment and to all other mechanical, electrical, plumbing and utility installations servicing the Building and the Demised Premises upon twenty-four (24) hours prior written notice to TENANT, except in the event of an emergency, in which case such notice shall be reasonable under the circumstances. At the election of TENANT, LANDLORD shall be accompanied by an employee of TENANT, except in the event of an emergency. LANDLORD shall use its best efforts to minimize any interference to TENANT's usage of the Demised Premises during the exercise of any rights granted to LANDLORD herein. In the event that, because of

the act or negligence of LANDLORD, its employees, agents, or contractors, LANDLORD shall fail to provide, or cause to be provided, to substantially all of the Demised Premises, air conditioning, plumbing (unless LANDLORD shall provide other facilities in the building), any elevator service or electricity for more than two (2) continuous business days, the rent shall equitably abate based on any substantial portion of the Demised Premises affected until the situation is corrected. Notwithstanding anything contrary to the above, any act caused by force majeure is not included herein.

ARTICLE XXXVII
ESTOPPEL CERTIFICATES

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

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

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

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

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

ARTICLE XXXVIII
AMENDMENT

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

ARTICLE XXXIX
ENVIRONMENTAL QUALITY

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

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

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

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

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

ARTICLE XL
HOLDOVER

If TENANT, with LANDLORD's consent, remains in possession of the Demised Premises after expiration of the term and if LANDLORD and TENANT have not executed an expressed written agreement as to such holding over, then such occupancy shall be a tenancy from month to month at a monthly rental after expiration of the term, equivalent to one hundred percent (100%) of the monthly rental in effect immediately prior to expiration, such payments to be made as herein provided. In the event of such holding over, all of the terms of the Lease Agreement including the payment of all charges owing hereunder, other than rent beyond one (1) year from the start of the holdover month to month tenancy, shall remain in force and effect on said month to month basis.

ARTICLE XLI
SECURITY SERVICES

TENANT hereby recognizes that LANDLORD has entered into contracts for security services with security companies and security gate systems, which companies are independent contractors. In connection therewith, TENANT shall:

(1) Abide by all policies, procedures and rules and regulations for use of the access system;

(2) Report within a reasonable time to LANDLORD the loss or theft of all keys, metal or plastic, which would permit unauthorized entrance to the Premises, the Building or the parking and other common areas.

(3) Report within a reasonable time to LANDLORD the employment or discharge of any employee and his/her vehicle's make, model and license number;

(4) Report within a reasonable time to LANDLORD door-to-door solicitation or other unauthorized activity of persons in the Building or the parking area and common areas and;

(5) Report within a reasonable time to LANDLORD's managing agent in the event of a break-in or other emergency.

ARTICLE XLII
GOVERNING LAW

This Agreement, including any exhibits or amendments, if any, and all matters relating thereto (whether in contract, statute, tort or otherwise) shall be governed by and construed in accordance with the laws of the State of Florida.

ARTICLE XLIII
WRITTEN AGREEMENT

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

[THIS SPACE INTENTIONALLY LEFT BLANK]

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

(CORPORATE SEAL)

CORPORATE PARK OF MIAMI, LLC.
a Florida limited liability company

Elizabeth Sanchez
WITNESS

BY: _____
Richard Zinn
~~President~~ Manager

WITNESS
Thomas W. Stanley

(LANDLORD)

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

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

By: _____
Deputy Clerk

By: _____
Carlos A. Gimenez
Mayor

(TENANT)

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

EXHIBIT "A"

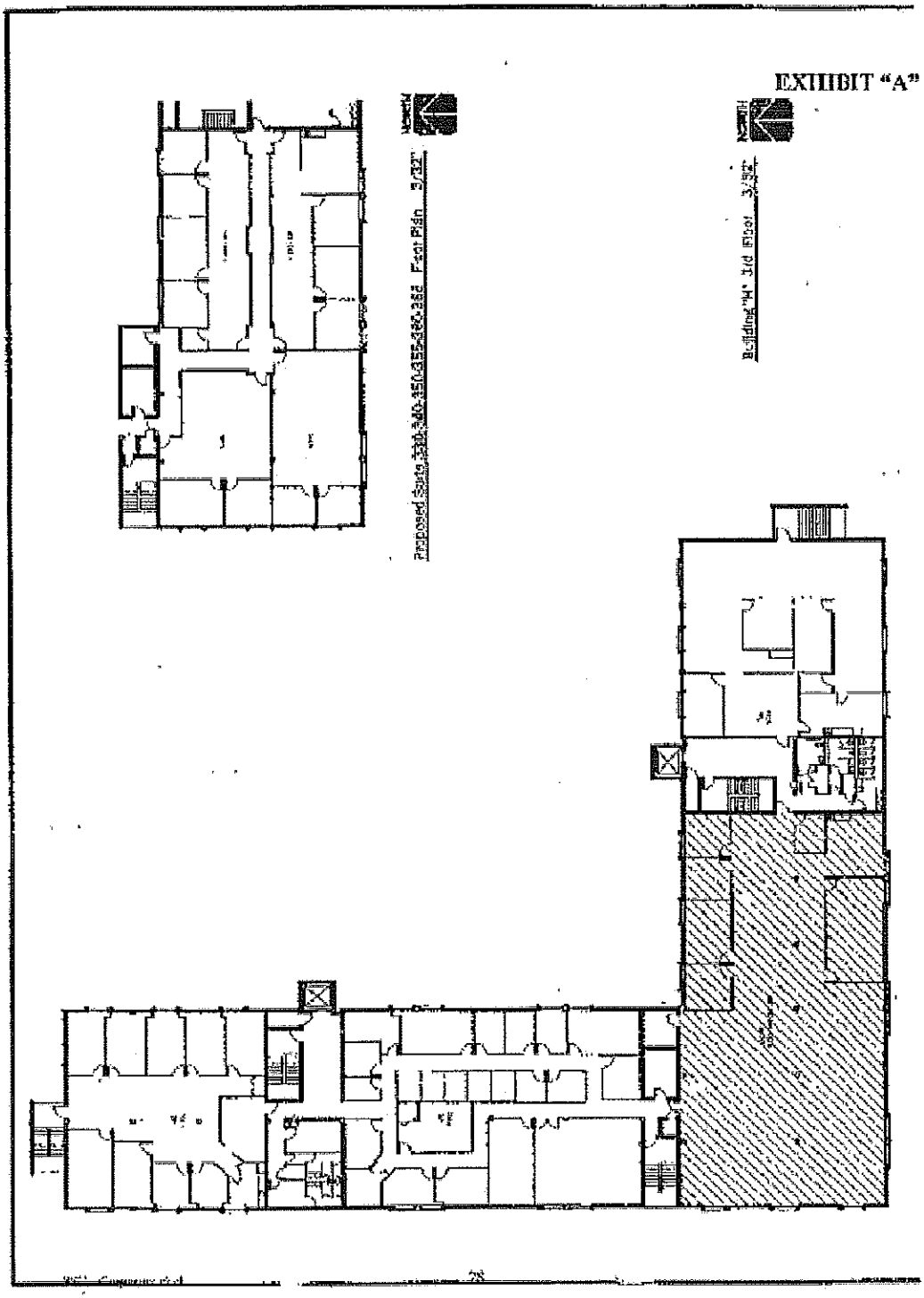
Proposed Suite 330-340-350-355-360-362 Floor Plan 5/32"
Building "H" 3rd Floor 3/32"

EXHIBIT "B"

RULES AND REGULATIONS

1. The sidewalks, entrances, passages, courts, elevators, vestibules, stairways, ingress or egress. The halls, passages, entrances, elevators, stairways, balconies and roof are not for the use of the general public, and Landlord will in all cases retain the right to control or prevent access thereto by all persons whose presence in the judgment of Landlord is prejudicial to the safety, character, reputation or interest of the Building and its tenants, provided that nothing herein contained is to be construed to prevent normal access to the Premises by persons with whom Tenant deals in the ordinary course of its business unless such persons are engaged in illegal activities. Neither Tenant nor any employee of Tenant can go upon the roof of the Building without the prior written consent of Landlord.

2. No awnings or other projections are to be attached to the outside walls of the Building. Except as otherwise specifically approved by Landlord, all electrical ceilings fixtures hung in offices or spaces along the perimeter of the Building must be fluorescent, of a quality, type, design and bulb color approved in writing by Landlord. Except as otherwise specifically approved by Landlord, all electrical ceiling fixtures hung in offices or spaces along the perimeter of the Building must be fluorescent, of a quality, type design and bulb color approved in writing by Landlord.

3. No sign, advertisement or notice is to be exhibited, painted or affixed by Tenant on any part of, or so as to be seen from the outside of the Premises or the Building. For uniformity and energy management, all shades, drapes, blinds and other window coverings visible from outside the Premises or the Building are subject to Landlord's prior written consent (and then, in each such case, subject to such restrictions as Landlord may impose as a condition to such consent.) Interior signs on doors and directory table will be inscribed, painted or affixed for Tenant by Landlord at the expense of Landlord, and will be of a size, color and style as designated by Landlord.

4. The toilets, wash basins and other plumbing fixtures are not to be used for any purposes other than those for which they were constructed and no sweepings, rubbish, rags or other substances are to be thrown therein. All responsibility for damage resulting from any misuse of such fixtures by Tenant or its employees, agents, visitors or invitees, will be borne by Tenant.

5. Tenant is not to mark, paint, drill into or any way defaces any part of the Premises or the Building, except for ordinary decoration. No boring, cutting or stringing of wires or laying of linoleum or other similar floor coverings is permitted without the proper written consent of Landlord, not to be unreasonably withheld (and then subject to such restrictions as Landlord may impose as a condition to such consent.)

6. No animals of any kind (except for guide dogs for the disabled) are to be brought into or kept in or about the Premises.

7. Other than by means of a microwave, coffee machine or other device not requiring an exhaust, no cooking or heating of foods or beverages is to be done in the Premises without the prior written consent of Landlord (and then subject to restrictions as Landlord may impose as a condition to such consent.) Tenant will not cause or permit any unusual or objectionable odors to escape from the

Premises.

8. The Premises are not to be used for manufacturing or for the storage of merchandise except as such storage may be incidental to the use of the Premises for general office purposes. The Premises are not to be used for lodging or sleeping or for any immoral or illegal purposes.

9. Tenant must not make or permit to be made any unseemly or disturbing noises, sounds or vibrations, or otherwise disturb or interfere with occupants of the Building or neighboring buildings or those having business with them, whether by the use of any musical instrument, radio, phonograph, unusual noise, or in any other way.

10. Tenant is not to throw anything out of doors or down the public corridors, stairwells or other public areas of the Building.

11. Tenant must not at any time bring or keep in the Premises any inflammable, combustible or explosive fluid, chemical or substance, nor do or permit anything to be done on the Premises, or bring or keep anything therein, which will in any way increase the rate of fire insurance on the Building or on the property kept therein, or obstruct or interfere with the rights of other tenants, or in any way injure or annoy them, or conflict with the regulations of the Fire Department or the fire laws, or with any Certificate of Occupancy or insurance policy upon the Building or any part thereof, or with any rules and ordinances established by the Board of Health or other governmental authority.

12. Landlord and maintenance personnel are entitled to have keys to all entrance doors to the Premises. No additional locks or bolts of any kind are to be placed upon any of the doors or windows by Tenant, nor may Tenant make any changes in existing locks or the mechanisms thereof. Tenant must, upon the termination of its tenancy, return to Landlord all keys or other such enclosures within the Premises, either furnished to or otherwise procured by Tenant, and in the event of the loss of any key or "card key" so furnished, Tenant will pay to the Landlord the cost of replacing same of changing the lock or locks opened by such lost key if Landlord deems it necessary to make such change.

13. All removals, or the carrying in or out of any safe, freight, furniture, or bulky matter of any description must take place at the time and in the manner which Landlord may determine from time to time. The moving of safes of the fixtures or bulky matter of any kind must be made upon previous notice to the manager of the Building and under his/her supervision and the person employed by Tenant for such work must be acceptable to Landlord. Landlord reserves the right to inspect all safes, freight or other bulky articles to be brought into the Building and to exclude from the Building any of the same which violate these Rules and Regulations or the Lease Agreement of which they are a part. Landlord reserves the right to prohibit or impose conditions upon the installation in the Premises of heavy objects which might overload the Building floors.

14. Tenant will not engage in any advertising which impairs the reputation of the Building or its desirability as an office building.

15. Canvassing, soliciting and peddling in the Building are prohibited and Tenant will cooperate to prevent the same.

16. There will not be used in any space or common area outside of the Building, either by Tenant or other under Tenant's control, any hand trucks or similar devises except those equipped with rubber tires and side guards.

17. Landlord reserves the right to exclude all unauthorized persons from the Building. Tenant will be responsible for all persons for whom Tenant has authorized access to the Building and will be liable to Landlord for all acts of such persons.

18. All doors opening onto public corridors must be kept closed, except when in use for ingress or egress.

19. Landlord will direct electricians as to where and how telephone and telegraph wires are to be introduced onto the Premises. No boring or cutting of wires or stringing of wires outside of the Building will be allowed without the prior written consent of Landlord (and then subject to such restrictions as Landlord may impose as a condition to such consent.) The location of telephones, call boxes and other office equipment affixed to the Premises will be subject to the reasonable approval of Landlord.

20. All parking ramps and areas, pedestrian walkways, plazas and other public areas will be under the sole and absolute control of Landlord with the exclusive right to regulate and control these areas.

21. The parking areas are to be used for the parking of personal transportation vehicles (cars, pick-up trucks, motorcycles, sports utility vehicles, vans, etc.) only. All vehicles and bicycles shall be kept in their respective designated areas. No bicycles shall be brought into or kept in the Premises. The parking areas are not to be used for any other use including, without limitations, washing or repairing vehicles, long term overnight parking or other storage of vehicles or loading and unloading (except in such zones as Landlord may from time to time designate for such purpose.)

22. Landlord reserves the right to use the parking and areas for such other purposes as Landlord may from time to time designate, provided any such other purpose does not unreasonably interfere with the use of the parking and areas by Tenant for purposes of conducting Tenant's business on the Premises.

23. Landlord reserves the right to tow, or cause to be towed, any vehicle on account of any violation of these Rules and Regulations or the provisions concerning parking in the Lease Agreement without liability to Landlord except and to the extent Landlord is negligent in the towing or removal of such vehicles. The costs associated with the towing or removal of such vehicles will be borne by the offending owner and/or driver of any such vehicle.

24. Landlord has the absolute right to relocate or redesign the parking and areas so long as Landlord provides substitute space for Tenant as provided in the Lease Agreement.

25. No person will be allowed to transport or carry food or beverages, etc., in other than closed or sealed food containers on any passenger elevators without the prior written consent of Landlord (and then subject to such restrictions as Landlord may impose as a condition to such consent.)

26. No person will be allowed to maintain or consume food or beverages within the Premises except in areas reasonably designated by Landlord. Any such food or beverages shall be maintained in closed or sealed food containers until consumption and container shall be properly disposed of in areas reasonably designated by Landlord.

27. Tenant's use of electric current is not to exceed the capacity of the Building's existing electrical facilities and Tenant must not use any electrical equipment which in Landlord's judgment will

overload such facilities or interfere with the use thereof by other tenants.

28. Tenant is not to accumulate or store in the Premises any waste or discarded paper, sweeping rags, rubbish or other combustibles, not boring or permit to be brought into the Premises any inflammable, combustible or explosive fluid, material, chemical or substance.

29. Tenant will familiarize each of its employees and Tenant's agents, visitors and invitees with the portions of this Exhibit pertaining to them.

EXHIBIT "C"

JANITORIAL SERVICES

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

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

a) FLOORS

Daily: Carpeted areas - vacuum.
Non-carpeted areas – dust mop - spray buff as required, remove gum and other materials, spot damp mop to remove stains or spots.

Weekly: Non-carpeted areas - damp mop and spray buff.

Monthly: Strip and wax lobby, waiting and tile restroom areas.

Quarterly: Strip and wax hallway floors. (Apply three coats of Johnson Complete Wax or equivalent).

Semiannually: Machine clean carpets in hallways. Other areas are to be cleaned, if their condition so dictates.

Strip, reseal and wax with nonskid wax all normally waxed floors.

Annually: Machine clean all carpet throughout the facility.

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

Weekly: Spot clean. Clean light switch plates and surrounding wall areas. Dust windowsills, ledges, fixtures, etc.

Monthly: Dust or vacuum HVAC registers.

Annually: Clean all light fixture diffuses and wipe dust off light bulbs.

c) WINDOWS AND GLASS

Daily: Spot clean entrance and vicinity glass both inside and outside.

Spot clean directory and internal glass or windows.

Semiannually: Clean inside of external windows.

d) WATER FOUNTAINS

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

e) FURNISHINGS

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

Do not disturb any papers lying on desks or cabinets.

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

Dust draperies, blinds or other window treatments.

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

f) TRASH AND REFUSE

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

Remove all collected trash to external dumpsters or trash containers.

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

g) RESTROOMS

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

Clean and polish mirrors.

Empty and sanitize trash and sanitary napkin receptacles.

Replenish supplies of tissue, towels and soap.

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

h) LOUNGE AND KITCHEN AREAS

Daily: Clean and sanitize sinks and counter areas.

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

i) EXTERIOR

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

Empty outside trash receptacles.

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

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

In providing of the aforementioned services:

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

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

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

EXHIBIT "D"

HVAC SYSTEM PREVENTIVE MAINTENANCE FOR LEASED SPACE

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT "E"

ACKNOWLEDGEMENT

This is to acknowledge that the Internal Services Department, Real Estate Development Division of Miami-Dade County, is acting as our Leasing Agent. It is understood that all leases for rental facilities will be facilitated by Miami-Dade County and approved by its Board of County Commissioners for the Miami-Dade County Health Department, a State agency, under the State of Florida Department of Health. This is to confirm that once a lease agreement is approved and properly executed by the Miami-Dade County Board of County Commissioners, the Miami-Dade County Health Department will be solely responsible for all legal obligations under the Lease Agreement, including but not limited to all rental payments and/or costs associated with the leased space due to the Landlord. Subject to the limitations of the Florida Statute §768.28, if applicable, the State of Florida Department of Health, Miami-Dade County Health Department agrees to indemnify and hold harmless Miami-Dade County for all claims, fees, assessments and legal obligation arising out of said leases.

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

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

STATE OF FLORIDA HEALTH DEPARTMENT
MIAMI-DADE COUNTY HEALTH DEPARTMENT

By: _____
Dr. Lillian Rivera, Director

Date: 5/29/12

Lease Agreement:

Address: 7785 N.W. 48 Street, Building H, Third Floor, Doral, Florida

Landlord: Corporate Park of Miami, LLC. - Richard Zinn, President

WIC – Corporate Park – Folio # 35-3022-006-0010