

MEMORANDUM

Agenda Item No. 8(F)(1)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: December 1, 2021

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving terms of and authorizing execution by the County Mayor of an Office Lease between Miami-Dade County and AMB HTD-Beacon Centre, LLC, a Florida Limited Liability Company for a five-year term; approving terms of and authorizing the execution by the County Mayor of a Sublease agreement between Miami-Dade County and the State of Florida Department of Health, Miami-Dade County Health Department, for premises located at 8323 N.W. 12 Street, Building 27, Suites 212 and 214, Doral, Florida, to be utilized by the State of Florida Department of Health, Miami-Dade County Health Department; and authorizing the County Mayor to exercise any and all other rights conferred therein

Resolution No. R-1152-21

The accompanying resolution was prepared by the Internal Services Department and placed on the agenda at the request of Prime Sponsor Chairman Jose "Pepe" Diaz.



Geri Bonzon-Keenan
County Attorney

GBK/jp

Date: December 1, 2021

To: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County
Commissioners

From: Daniella Levine Cava
Mayor



Subject: Office Lease between Miami-Dade County and AMB HTD-Beacon Centre, LLC, and Sublease Agreement between Miami-Dade County and the State of Florida Department of Health, Miami-Dade County Health Department for Property Located at 8323 NW 12 Street, Building 27, Suites 212 and 214, Doral, Florida
Lease No.: 35-3034-009-0010-L04

Recommendation

It is recommended that the Board of County Commissioners authorize execution of the Office Lease (Lease) between Miami-Dade County (County) and AMB HTD-Beacon Centre, LLC (Landlord), a Florida limited liability company, and Sublease Agreement (Sublease) between Miami-Dade County and the State of Florida Department of Health, Miami-Dade County Health Department (State DOH), for the use of property located at 8323 NW 12 Street, Building 27, Suites 212 and 214, Doral, Florida. The County has leased this space since 2002 for the purposes of general office space to be utilized by the State DOH. More specifically, the resolution does the following:

- Authorizes the lease of 9,166 square feet of air-conditioned general office space, together with off-street parking in common with other tenants;
- Authorizes a lease term of five years; and
- Authorizes the sublease of the same office space to the State DOH for a term of five years, minus a day.

The Lease and Sublease both become effective on the first day of the next month following the effective date of the resolution approving the Lease and the Sublease.

Scope

The property is located in Commission District 12, which is represented by Chairman Jose "Pepe" Diaz. Written notice of both the Lease and Sublease was provided to the Chairman.

Fiscal Impact/ Funding Source

No County funds will be utilized during the term of the Lease as the County will immediately sublease the leased property to the State DOH, and the State DOH shall assume all costs and expenses, rights, duties, and responsibilities from the County.

The fiscal impact for the first lease year is estimated to be \$239,223.48, which is comprised of \$201,468.72 (approximately \$21.98 per square foot) for base rent, \$27,681.32 (approximately \$3.02 per square foot) for real estate taxes, and \$10,073.44 for a lease management fee. The lease management fee is equal to five percent of base rent, which the State DOH will pay to the Internal Services Department for the administration of the Lease and Sublease. The total projected fiscal impact for the five-year lease term is estimated to be \$1,270,069.80, which is comprised of \$1,069,624.68 for base rent paid by the State DOH to the Landlord, approximately \$146,963.89 for real estate taxes, and \$53,481.23 for the lease management fee paid by the State DOH to the Internal Services Department. The Lease includes

an annual rental increase of approximately three percent.

During the term of the Lease, the Landlord shall be responsible to pay all charges for water, waste disposal services, trash disposal, janitorial services, and electricity related to the property.

The current rent is \$227,775.10 (approximately \$24.85 per square foot) annually.

The Internal Services Department has conducted an in-house survey of the comparable rental values in the area of the subject property to determine the subject property's market rental value. The findings are provided below.

7975 NW 12 Street, Doral, Florida – \$40 per square foot on an annual basis. Tenant is responsible for all operating costs and expenses

2400-2420 NW 87 Place, Miami, Florida – \$29.32 per square foot on an annual basis. Tenant is responsible for some of the operating costs and expenses.

7875 NW 12 Street, Doral, Florida – \$26 per square foot on an annual basis. Tenant is responsible for some of the operating costs and expenses.

Track Record/ County Monitor

The County has no record of negative performance issues with the Landlord or the State DOH. Lorena Raschio of the Internal Services Department is the Lease Monitor.

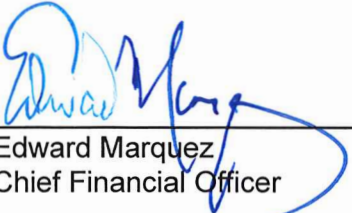
The Landlord's principal representative is Jason Tenenbaum, Vice-President, AMB HTD – Beacon Centre, LLC AMB-HTD-Beacon Centre, LLC is an entity that is affiliated with Prologis. The principals of Prologis are John B. Aviles, Vice President; Eugene F. Reilly, Chief Executive Officer; Larry H. Harmsden, Chief Operating Officer; Thomas S. Olinger, Chief Financial Officer; Gary E. Anderson, Chief Executive Officer; Michael S. Curliss, Chief Investment Officer; Michael T. Blair, Managing Director; Scott Gregory, Senior Vice President; Denver Glazier, Senior Vice President; Marilyn Cartwright, Assistant Secretary; and Jessica L. Polgar, Assistant Secretary.

Delegated Authority

This item authorizes the County Mayor or the County Mayor's designee to execute the Lease and Sublease, and to exercise all other rights conferred therein. A copy of the Sublease will be provided to the Property Appraiser's Office within 30 days of its execution.

Background

Resolution No. R-413-14, approved by the Board on May 6, 2014, authorized the previous Lease Agreement and Assignment and Assumption of Lease for a term of five years. The Lease Agreement expired on August 31, 2018, and the State DOH has remained in the property on a month-to-month basis under the holdover provision. Negotiations with the Landlord, for the new Lease, took an extended period to come to an agreement on language that would be amenable to all parties for the indemnification provision. In addition, the new Lease was further delayed while the State DOH sought approval for the appropriation of funding by the Florida Legislature. During the holdover period, the State DOH has continued to pay rent equivalent to 100 percent of the monthly rental rate in effect prior to the expiration.



Edward Marquez
Chief Financial Officer



MEMORANDUM

(Revised)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: December 1, 2021

FROM: 
Gen Bonzon-Keenan
County Attorney

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

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 present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____ to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor Agenda Item No. 8(F)(1)
Veto _____ 12-1-21
Override _____

RESOLUTION NO. _____ R-1152-21

RESOLUTION APPROVING TERMS OF AND AUTHORIZING EXECUTION BY THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE OF AN OFFICE LEASE BETWEEN MIAMI-DADE COUNTY AND AMB HTD-BEACON CENTRE, LLC, A FLORIDA LIMITED LIABILITY COMPANY FOR A FIVE-YEAR TERM; APPROVING TERMS OF AND AUTHORIZING THE EXECUTION BY THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE OF A SUBLEASE AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE STATE OF FLORIDA DEPARTMENT OF HEALTH, MIAMI-DADE COUNTY HEALTH DEPARTMENT, FOR PREMISES LOCATED AT 8323 N.W. 12 STREET, BUILDING 27, SUITES 212 AND 214, DORAL, FLORIDA, TO BE UTILIZED BY THE STATE OF FLORIDA DEPARTMENT OF HEALTH, MIAMI-DADE COUNTY HEALTH DEPARTMENT; AND AUTHORIZING THE COUNTY MAYOR OR THE 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,

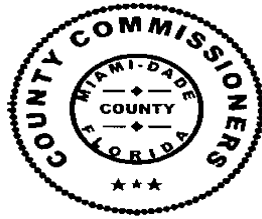
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby incorporates the foregoing recital and approves the Office Lease between Miami-Dade County and AMB HTD-Beacon Centre, LLC, a Florida limited liability company, for the premises located at 8323 N.W. 12 Street, Building 27, Suites 212 and 214, Doral, Florida (Folio No: 35-3034-009-0010), including the Sublease of the Premises by the State of Florida, Department of Health, (State DOH), with a total fiscal impact to the State DOH of approximately \$1,270,069.80 for the term of five years, at no cost to the County, to be used as general office space, with total revenue to the County estimated to be approximately \$53,481.23, for lease management fees, for the five-year

term, and all 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, and to take all actions necessary to effectuate same, including the Sublease of the Office Lease to the State DOH, attached hereto and made a part thereof; and to provide an executed copy of the Office Lease and Sublease Agreement to the Property Appraiser within 30 days.

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

Jose “Pepe” Diaz, Chairman	aye		
Oliver G. Gilbert, III, Vice-Chairman	aye		
Sen. René García	absent	Keon Hardemon	aye
Sally A. Heyman	aye	Danielle Cohen Higgins	aye
Eileen Higgins	aye	Joe A. Martinez	aye
Kionne L. McGhee	aye	Jean Monestime	absent
Raquel A. Regalado	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 1st day of December, 2021. 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

Melissa Adames

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

A handwritten signature in black ink, appearing to read "LEM", is written over a horizontal line.

Lauren E. Morse

OFFICE LEASE

by and between

AMB HTD – Beacon Centre, LLC
a Florida limited liability company
("Landlord")

And

Miami-Dade County
a political subdivision of the State of Florida
("Tenant")

For the benefit of: The State of Florida Department of Health,
Miami-Dade County Health Department

Dated as of

_____, 2021

Lease No.: _____

OFFICE LEASE

This Office Lease ("Lease") is made between AMB HTD – Beacon Centre, LLC, a Florida limited liability company ("Landlord"), whose principal place of business is located at 1800 Wazee Street, Suite 500, Denver, Colorado 80202, and Miami-Dade County, a political subdivision of the State of Florida, whose principal place of business is located at 111 N.W. First Street, Miami, Florida 33128 ("Tenant").

LEASE OF PREMISES

Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, subject to all of the terms and conditions set forth herein, that certain property ("Premises"), which is further described below in *Item 4* of the Basic Lease Provisions, and as shown on the illustration attached hereto as ("Exhibit A"). The Premises is located in the Building described below in *Item 2* of the Basic Lease Provisions. The Building is located on that certain land (the "Land"), which is more particularly described below in *Item 3* of the Basic Lease Provisions, which is also improved with landscaping, parking facilities and other improvements, fixtures, common areas, and appurtenances now or hereafter placed, constructed, or erected on the Land.

BASIC LEASE PROVISIONS

1. **Tenant:** Miami-Dade County, a political subdivision of the State of Florida
2. **Building:** Prologis Beacon Center 27 comprised of a total of 46,510 square feet of rentable office space.
3. **Land (including Folio No.):** 35-3034-009-0010, approximately 282,704 square feet or approximately 6.49 acres
4. **Premises:** 8323 N.W. 12th Street, Building 27, Suites 212 and 214, Doral, Florida 33126, attached hereto and marked as Exhibit "A".
5. **Size of Premises:** 9,166 square feet (comprised of 6,112 square feet in Suite 212 and 3,054 square feet in Suite 214)
6. **Term:** The initial Term of this Lease (the "Term") is for five years (5), commencing on the Lease Commencement Date and expiring five (5) years thereafter.
7. **Renewal Option:** None.
8. **Base Rent:** \$21.98 per square foot during the first year of the Term.
9. **Rental Increases:** The initial Base Rent shall increase by three (3%) annually on the anniversary of the Commencement Date each year thereafter.

Base Rent:

8323 NW 12 Street, Suites 212 & 214			
Building 27, Second Floor			
<u>Period</u>	<u>Monthly Base Rent</u>	<u>Annual Base Rent</u>	<u>Square Foot Cost</u>
Year 1	\$16,789.06	\$201,468.72	\$21.98
Year 2	\$17,292.73	\$207,512.76	\$22.64
Year 3	\$17,811.51	\$213,738.12	\$23.32
Year 4	\$18,345.86	\$220,150.32	\$24.02
Year 5	\$18,896.23	\$226,754.76	\$24.74

10. **Initial Estimated Taxes:** \$3.02 per square foot during the first year of the Term, which, when calculated, equals \$27,681.32. Tenant shall be responsible to reimburse Landlord for taxes, pursuant to the terms and conditions of Article 7, of the Standard Lease terms.
11. **Service and Utilities:**
- (a) Water: Landlord during the Term hereof shall pay all charges for water used by Tenant.
- (b) Electrical: Landlord shall, during the Term, and any extension thereof, pay all charges for electricity used by Tenant.
- (c) Janitorial: Landlord, at its sole cost and expense shall perform or cause to be performed in the Premises, on a daily basis during the Term and any extension thereof, (except for Saturday, Sundays and holidays) after 5 p.m., the custodial and janitorial services with respect to the Premises pursuant to the terms outlined in "Exhibit B".
- (d) Waste Disposal: Landlord during the Term hereof shall pay all charges for waste disposal used by Tenant.
12. **Cost for Build-out:** None, included in base rent.
13. **Security Deposit:** None.
14. **Lease Commencement Date:** The Commencement Date shall be the first (1st) day of the month following the date that this Lease is approved by the Miami-Dade County Board of County Commissioners (as evidenced by the adoption of a resolution approving this Lease), and after approval of the County Mayor or after the required ten (10) day veto

period of the County Mayor has expired, or if the County Mayor vetoes this Lease, then after subsequent approval of two-thirds vote of the Miami-Dade County Board of County Commissioners. The Commencement Date will be confirmed by a Letter of Commencement pursuant to Paragraph 2(a) below.

15. **Termination Date:** Five (5) years after the Commencement Date.
16. **Right of Early Cancellation:** Tenant shall have the right to terminate the Lease at any time after the start of the twenty-fourth (24th) month of the Term by providing to the Landlord notice of termination, to be effective one hundred twenty (120) days after delivery.
17. **Holdover:** Holdover Base Rent shall be 100% month-to-month of the Base Rent in effect immediately prior to the Termination Date for the first six (6) months following the Termination Date, and 105% of the monthly Base Rent in effect immediately prior to the Termination Date thereafter.
18. **Broker(s)**
Landlord's Broker: State Street Realty.
Tenant's Broker: None.
19. **Number of Parking Spaces:** Tenant shall have the use of parking in common with other tenants on a first come first serve basis.
20. **Address for Notices:**

To Landlord:

AMB HTD – Beacon Centre, LLC
c/o Prologis, L.P.
8355 N.W. 12th Street
Doral, Florida 33126
Attention: Jason Tenenbaum,
Vice President

With a copy to:

Prologis, L.P.
8355 N.W. 12th Street
Doral, Florida 33126

To Tenant:

Internal Services Department
Real Estate Development Division
111 N.W. First Street, Suite 2460
Miami, Florida 33128
Attention: Director
Email: Daniel.Chatlos@miamidade.gov
Steven.Mayers@miamidade.gov
Frederick.Villari@miamidade.gov

With a copy to:

County Attorney's Office
Miami-Dade County
111 N.W. First Street, 28th Floor

Attention: Property Manager for Miami, Florida 33128
Prologis Beacon Centre
and to:

Prologis, L.P.
1800 Wazee Street, Suite 500
Denver, Colorado 80202
Attention: General Counsel

21. **Place of Rent Payment:** All payments required to be made by Tenant to Landlord hereunder (or to such other party or at such location as Landlord may from time to time specify in writing) shall be made by Electronic Fund Transfer ("EFT") or Automated Clearing House ("ACH").

This Lease consists of the foregoing introductory paragraphs and Basic Lease Provisions (consisting of paragraphs 1 through 21), 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 Basic Lease Provisions, and the language in the Standard Lease Provisions, which follow, the Standard Lease Provisions shall control.

STANDARD LEASE PROVISIONS

1. **LEASE GRANT**

(a) Landlord hereby leases to the Tenant that certain Premises, which is located at 8323 N.W. 12th Street, Building 27, Suites 212 and 214, Doral, Florida 33126, consisting of 9,166 rentable square feet of space, on the second floor of the Building, which together is shown on the illustration that is attached hereto, marked as "Exhibit A", and is incorporated herein by reference.

(b) Landlord leases the Premises to the Tenant, and the Tenant hereby leases the Premises from the Landlord together with the right in common with others to use all appurtenances of the Building and the Land that are designated by the Landlord for the common use of tenants and others, such as sidewalks, unreserved parking areas, common corridors, elevator foyers, restrooms, vending areas and lobby areas (the "Common Areas") to the extent permitted by Landlord.

(c) Tenant hereby accepts the Premises in its current "as-is" "where-is" condition, with any and all faults.

(d) The Landlord hereby grants to the Tenant the non-exclusive right to use, in common with the Landlord and the other tenants of the Building and the Land, the portions of the Building and the Land intended to be used for common use, including, but not limited to parking lot areas if any, roads, driveways, passageways, landscaped areas, the lobby(ies), corridors, water fountains, elevators and elevator foyer to the extent permitted by Landlord.

2. **TERM**

(a) The initial Term shall be for a period of five (5) years, and shall commence on the Commencement Date and end on the Termination Date ("Term"). The date marking the beginning of the Lease shall be the Commencement Date, and shall be memorialized in a Letter of Commencement from Tenant to Landlord.

(b) Renewal Option: The parties hereby acknowledge and agree that the Tenant shall not have an automatic right to renew this Lease beyond the Termination Date.

(c) Holdover. If Tenant retains possession of the Premises after the expiration of this Lease, including any and all renewals or the earlier termination of this Lease, unless otherwise agreed in writing, such possession shall automatically become one of month-to-month tenancy, and the rent shall be at the "holdover" rent amount set forth in the Basic Lease Provisions, and all of the other terms and conditions of this Lease shall remain the same, and be applicable during such holdover period.

(d) Early Cancellation by the Tenant. The Tenant shall have the right to terminate the Lease at any time after the start of the twenty-fourth (24th) month of the Term by giving the Landlord notice of termination to be effective one hundred and twenty (120) days after delivery.

3. **RENT**

(a) The Tenant's obligation to pay rent, including Base Rent, and/or any other financial obligation shall begin on the Commencement Date.

(b) The Tenant agrees to pay Base Rent to the Landlord for the first (1st) year of the Term in the amount of Two Hundred One Thousand Four Hundred Sixty-Eight and 72/100 (\$201,468.72) Dollars, payable monthly in the amount of Sixteen Thousand Seven Hundred Eighty-Nine Dollars and Six Cents (\$16,789.06), which annual amount represents Twenty-one Dollars and Ninety-eight Cents (\$21.98) per square foot. Thereafter, commencing on the anniversary of this Lease, and every anniversary, thereafter, the Tenant agrees that the Base Rent shall be increased by three (3%) percent over the prior year's Base Rent, as illustrated above in *Item 9* of the Basic Lease Provisions. All payments shall be made via an EFT/ACH.

(c) All monthly installments of Base Rent shall be payable in advance on the first (1st) day of each calendar month during the Term hereof, with the exception of the month of October, which will be processed after the close of the Tenant's fiscal year on September 30th of each year and which will be paid no later than October 31 of each year, and shall not be deemed late.

(d) The term "Base Rent" or "Rent" (the terms are interchangeable in this Lease) shall, unless otherwise agreed to by the parties, as evidenced in this Lease, refer to all rent, along with any and all charges, fees, costs, and/or expenses incurred by the Landlord in the ownership and/or operation of the Premises, the Building, and the Land, and is inclusive of any and all insurance,

administrative fees, maintenance and repairs, and all other expenses related to the rental and use of the Premises by the Tenant.

4. **PURPOSE**

(a) The Tenant shall use the Premises for general office uses, not inconsistent with the character and type of tenancy found in comparable buildings utilized by governmental agencies and/or entities, provided such use and occupancy at all times, complies with all applicable laws, codes, rules and ordinances. The Premises shall not be utilized for any other purpose without the prior written consent of the Landlord, which consent shall not be unreasonably denied, withheld or delayed, unless expressly described herein this Lease. In no event may the Premises be used as a bank, savings and loan association or financial institution, credit union or a tenant that accepts financial deposits and/or offers or extends commercial loans, or containing any automated teller machine or similar type devise.

(b) The Tenant shall not, at any time, use or occupy the Premises, or permit any act or omission in or about the Premises, in violation of any law, statute, ordinance, or any governmental rule, regulation, or order, and the Tenant shall, upon written notice from the Landlord, discontinue any use of the Premises which is declared by any governmental authority to be a violation of law. If any law(s) shall, be reason of the nature of Tenant's use or occupancy of the Premises, impose any duty upon the Tenant or Landlord with respect to the following: (i) modification or other maintenance of the Premises; or (ii) the use, alteration, or occupancy thereof, the Tenant shall comply with such law at Tenant's sole cost and expense.

(c) The Tenant shall neither suffer nor permit the Premises, nor any part thereof, to be used in any manner, nor anything to be done therein, nor suffer or permit anything to be brought into or kept therein, which would in any way: (i) make void or voidable any fire or liability insurance policy then in force with respect to the Premises, the Building, and/or the Land; (ii) make unobtainable from insurance companies authorized to do business in the State of Florida and fire insurance with extended coverage, or liability, elevator, or other insurance required to be furnished by the Landlord under the terms of any lease or mortgage to which this Lease is subordinate at standard rates; (iii) cause or in the Landlord's reasonable opinion be likely to cause physical damage to the Premises, the Building, and/or the Land; (iv) constitute a public or private nuisance; (v) impair the appearance, character or look of the Building; (vi) discharge objectionable fumes, odors, or vapors into the air conditioning system of the Building, or into the Building flues or vents not designed to receive them or otherwise in such manner as may unreasonably offend other occupants of the Building; (vii) create unnecessary waste in, on or around the Premises, the Building, and/or the Land; and/or (viii) make any noise or set up any vibration which will disturb other tenants, except in the course of repair, or alterations, or at other times authorized by the Landlord.

5. **SERVICES AND UTILITIES**

The Landlord shall furnish, or cause to be furnished, to the Premises, the utilities and services described below, subject to the conditions and standards set forth in this Lease.

- (a) Water. Landlord during the Term hereof shall pay all charges for water used by Tenant.
- (b) Electrical. Landlord shall, during the Term, and any extension thereof, pay all charges for electricity used by Tenant.
- (c) HVAC. During regular business hours, Monday through Friday (except for Saturdays, Sundays and holidays), the Landlord shall provide heating and air conditioning in season to both the Building, and the Premises, and at temperatures that are standard for comparable buildings in Miami-Dade County, or as are required by a governmental authority. Tenant, upon such advance notice as is reasonably required by the Landlord, shall have the right to receive HVAC services during non-regular business hours, however, the Tenant hereby agrees to pay the Landlord Thirty (\$30.00) Dollars per hour for the additional HVAC services, as additional rent, as such cost is reasonably determined by the Landlord. Further, the Landlord hereby agrees to have the coils and vents of the HVAC system cleaned and examined on a regular basis, and no less than on a bi-annual basis.
- (d) Elevator Service. The Landlord shall provide passenger elevator service to and from the Premises for the Tenant, and its agents, employees, invitees and licensees, in common with the other tenants of the Building, during regular business hours. Landlord shall provide, at minimum, limited elevator service for moving and loading, at such times as the Landlord shall determine in consultation with the Tenant.
- (e) Janitorial. The Landlord, at its sole cost and expense, shall perform or cause to be performed in the Premises, on a daily basis, during the Term and any extension thereof (except for Saturdays, Sundays and holidays), after 5 p.m., janitorial services with respect to the Premises as per terms outlined in "Exhibit B".

6. **MAINTENANCE AND REPAIRS**

(a) Landlord's Duties. Notwithstanding any other provisions of this Lease, the Landlord shall repair and maintain the structural portions of the Building, including, but not limited to,

common areas of the Building; the elevator(s), plumbing, HVAC systems (including, but not limited to filters for HVAC), and electrical systems that are installed or furnished by the Landlord throughout the Building and the Premises, unless issues to the maintenance and repairs are caused by the negligence, or the intentional or willful act of the Tenant, its agents, 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 shall be solely responsible for any and all damages and repairs caused by the negligence or intentional or willful act of the Landlord, and/or its employees, agents and/or vendors. The Landlord shall maintain and keep in good order, condition, and repair the Building, including, but not limited to, the roof; foundation; the curtain wall, including any and all glass connections; all exterior doors; exterior locks on exterior doors and windows; ballasts, plumbing, fixtures, the Building ventilation system; elevators; Building telephone systems; alarm systems; the lobby(ies); the corridors; any and all flooring, including any carpeting or tile repair or replacement except for any flooring in the Premises; electrical closets; interior portions of the Building, both above and below grade which are not covered by this Lease; pest control; landscaping; walkways; pathways; sidewalks; and parking lot area. The Landlord shall comply with any and all building and zoning codes, as applicable. The Landlord shall make any and all required 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 Building equipment used by the Tenant in common with other tenants, 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 Building, the Premises, and/or the Land, 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 Building, the Premises, and/or the Land, which the Tenant reasonably believes is necessary to timely and properly operate its business functions, and/or which present a reasonable concern for safety of 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, or such amount reduced from the Base Rent. Further, the Tenant shall have no liability to the Landlord for any damage, inconvenience or interference regarding the use or any damage to the Building, Premises, and/or Land as a result of performing any such work.

(a.1) Notwithstanding the forgoing, the Landlord shall make any and all necessary repairs to the HVAC system within three (3) days upon receiving any notice or complaint from the Tenant. If Landlord has not commenced such repairs to the HVAC system within such three (3) day period, Tenant shall have the right to make such temporary, emergency repairs to the HVAC system as may be reasonably necessary. Landlord shall reimburse Tenant for the reasonable, out-of-pocket costs incurred by Tenant in making such emergency repairs within thirty (30) days after submission by Tenant to Landlord of an invoice therefore, accompanied by reasonable supporting documentation for the costs so incurred.

(a.2) In order to minimize any disruption to the Tenant's use of the Premises, the Landlord shall notify the Tenant in advance, within at least 24 hour written notice (e-mail is

acceptable written notice and will be considered delivered when sent), of any maintenance and/or repairs to be performed in the Premises, and/or which will affect the Premises, except in case of emergency in which case no prior notice is required. The Landlord and any of its employees, agents, and/or contractors shall be escorted throughout the Premises by an employee of the Tenant. 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-business 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.

(b) Tenant's Duties. 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 trade fixtures contained therein ("within the four walls") in a safe, clean, and neat condition, and otherwise in good order and repair (note, standard electrical and plumbing fixtures are not included). The Tenant shall maintain lavatory, toilet, wash basin, kitchen facilities, and any supplemental HVAC system (including all plumbing connected to said system installed by or on behalf of the Tenant). Further, the Tenant shall pay for the cost of any repairs to the Premises, the Building, or the Land made necessary by any negligence or willful misconduct of the Tenant, or any of its agents, vendors, employees, licensees, or invitees. 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 and repairs. Landlord shall have no liability to Tenant for any damage, inconvenience or interference with the use of the Premises by Tenant as a result of performing any such work.

(c) Supplemental HVAC System. The Tenant acknowledges and agrees that whenever a special HVAC system is installed in all or part of the Premises, at the direction or for the benefit of the Tenant, the Tenant shall enter into a regularly scheduled preventative maintenance and service contract, at the Tenant's sole cost and expense, which contract shall be either through a third-party agent or vendor of the Tenant, or by employees of an agency or department of the Tenant, which has the appropriate and experienced maintenance and service personnel for servicing such HVAC system and equipment, and shall provide the Landlord with a copy of the same. Any third-party contract shall be subject to the Landlord's prior approval, which approval will not be unreasonably withheld or delayed. Such contract shall include, at minimum, all services recommended by the equipment manufacturer and must be effective within sixty (60) days of installation of such HVAC system. The Landlord shall maintain a copy of the manufacturer's warranty information, if any, and will cooperate with the Tenant to the extent warranty repairs are required.

7. **TAXES**

(a) Subject to reimbursement as provided below, Landlord shall pay all taxes, assessments, governmental charges, and fees payable to tax consultants and attorneys for consultation and contesting taxes (collectively referred to as "Taxes") that accrue against the Building or the Land during the Term. At Tenant's request the Landlord will provide Tenant with copies of the applicable tax bills. Landlord may contest the amount, validity, or application of any Taxes or liens thereof. If any tax or excise is levied or assessed directly against Tenant, or the Premises, or results from any alterations, additions, and/or improvements to the Premises made by Tenant, then Tenant shall pay such tax or excise as required by the taxing authority. Tenant shall be liable for all taxes levied or assessed against any personal property or fixtures placed in the Premises by Tenant even if levied or assessed against the Landlord. Tenant shall pay its Florida Sales Tax, if applicable, on a monthly basis along with its payment of Base Rent and Taxes.

(b) During each month of the Term, on the same date that Base Rent is due, Tenant shall pay Landlord an amount equal to 1/12 of the annual cost (prorated for any fractional calendar month), as estimated by Landlord, of Tenant's Proportionate Share (hereinafter defined) of Taxes for the Building or the Land. If Tenant's total payments of Taxes for any year are less than Tenant's Proportionate Share of actual Taxes for such year, then Tenant shall pay the difference to Landlord within 30 days after demand, and if more, then Landlord shall pay such refund to Tenant. Tenant's "Proportionate Share" shall be the Tenant's ratio of rentable square footage of the Premises to the total rentable square footage of the Building, which is 19.71%.

8. **ALTERATIONS AND IMPROVEMENTS**

(a) The Tenant shall make no alterations, additions, and/or improvements to the Premises, or any portion thereof, without obtaining the prior written consent of the Landlord. The Tenant shall submit any such request to the Landlord for approval at least thirty (30) days prior to the proposed commencement date of such work. Landlord may impose, as a condition to such consent, such requirements as the Landlord may deem necessary in its reasonable judgment, including the manner in which the work is performed, the times during which the work is to be accomplished, approval of all plans and specifications, and the procurement of all building permits and licenses and use of licensed and insured contractors. Further, the Landlord shall be entitled to post notices on and about the Premises with respect to the Landlord's non-liability for mechanics' liens in connections with alterations or improvements made by the Tenant, and Tenant shall not permit such notices to be defaced or removed. Tenant further agrees not to connect any apparatus, machinery, or device to the Building systems, including electric wires, water pipes, fire safety, and HVAC system, without the prior written consent of the Landlord.

(b) All alterations, improvements, and/or additions to the Premises shall be deemed a fixture, and thereby a part of the real estate and property of the Landlord, and shall remain upon and be surrendered with the Premises as a part thereof without molestation, disturbance or injury

at the end of the Term, whether by expiration or otherwise, unless the Landlord, by notice given to the Tenant, shall elect to have the Tenant remove all or any such alterations, additions, and/or improvements (excluding non-movable office walls), and in such event, the Tenant shall promptly after the termination of this Lease, remove, at its sole cost and expense, such alterations, improvements, and/or additions, and restore the Premises to the condition in which the Premises was in prior to the making of the same, reasonable wear and tear excepted. Notwithstanding the foregoing, all moveable partitions, IT communication cabling and wiring, telephones, and other machines and equipment which are installed in the Premises by or for the Tenant, without expense to the Landlord, and can be removed without structural damage to, or defacement of, the Building or the Premises, and all furniture, furnishing, equipment and other articles of property owned by the Tenant, and located in or about the Premises (all of which are herein called the "Tenant's Property") shall be and remain the property of the Tenant, and may be removed by the Tenant at any time during the Term. However, if any of the Tenant's Property is removed, Tenant shall repair or pay the cost of repairing any damage to the Building, and/or the Premises, resulting from such removal. All additions, improvements, and/or alterations which are to be surrendered with the Premises shall be surrendered with the Premises, as a part thereof, without cost to, or compensation by, the Landlord, at the end of the Term, or the earlier termination thereof. If Tenant fails to remove any of Tenant's Property after vacating the Premises, without Landlord's consent, the Landlord, at Tenant's expense, may remove and either dispose of, or store, the Tenant's Property and perform any other required clean-up and/or repairs to the Premises. Tenant, within sixty (60) days after receipt of an invoice from the Landlord, shall reimburse the Landlord for the reasonable cost incurred by the Landlord for the removal, and disposal or storing of Tenant's Property, and the clean-up and/or repair of the Premises.

(c) If the Landlord permits persons hired, retained, or requested by the Tenant (other than employees of the Tenant) to perform any alterations, improvements, and/or additions to the Premises, then prior to the commencement of such work, the Tenant shall deliver to the Landlord sufficient proof evidencing the appropriate licenses, and insurance as reasonably required by the Landlord. Any and all such insurance shall name the Landlord as an additional insured, and shall provide that the same may not be canceled or modified without thirty (30) days prior written notice to the Landlord.

9. RIGHT OF QUIET ENJOYMENT

(a) If, and so long as, Tenant pays the Rent, and keeps and performs each and every term, covenant, and condition under this Lease, as required by the Tenant to be kept and performed, the Tenant shall quietly enjoy the Premises for the Term hereof, and any extension or renewal thereof, without unreasonable hindrance or molestation by the Landlord, or anyone claiming by, through or under the Landlord, subject to terms, covenants, and conditions of this Lease.

(b) Landlord shall pay any and all taxes and assessments so as not to jeopardize Tenant's use and occupancy of the Premises. The Landlord, the foregoing notwithstanding shall be entitled to contest any tax or assessment which it deems to be improperly levied against the Premises, the

Building, and/or the Land, so long as the Tenant's use of the Premises is not interfered with throughout the Term.

10. **ASSIGNMENT AND SUBLETTING**

(a) The Tenant shall not permit any part of the Premises to be used or occupied by any person(s) other than the Tenant, and its employees, licensees, and invitees. Tenant shall not voluntarily, by operation of law, or otherwise, assign, sublease, transfer, or encumber this Lease, or any interest herein, or part with possession of all or any part of the Premises, without the Landlord's prior written consent, which shall not be unreasonably withheld; provided that the Tenant may, without Landlord's consent, assign or sublease the Premises to a different agency or department of the Tenant, and/or the State of Florida, including any department thereof at any time, and from time to time, so long as Tenant is not in default under this Lease. Any assignment or sublease without the Landlord's prior written consent, as required herein, shall be void or voidable, at the Landlord's discretion, and may, at Landlord's election, constitute a default hereunder, notwithstanding Landlord's acceptance of rent payments from any purported assignee or subtenant.

(b) Notwithstanding the foregoing, the Landlord agrees and consents to the subletting of this Lease to the State of Florida Department of Health, Miami-Dade County Health Department ("DOH"). The Landlord agrees to the delegation of all rights, duties, and responsibilities of the Lease Agreement to the Florida Department of Health, Miami-Dade County Health Department.

(c) In the event of any assignment or subletting, the Tenant shall remain fully liable for the performance of all of the terms and conditions of this Lease, unless the Landlord, in writing, consents to the Tenant being released from any further liability or responsibility under this Lease.

(d) Landlord's consent in one instance, and any other act or acts of Landlord or its agents, shall not be deemed to constitute consent to any subsequent assignment or subletting.

(e) To the extent that the Landlord's consent is necessary, the Tenant shall provide the Landlord with a copy of any proposed assignment or sublease of the Premises, and to the extent then available a copy of any document pursuant to which any such assignment or sublease may be made, at least thirty (30) days prior to the proposed effective date of the assignment or sublease. .

11. **LIENS AND INSOLVENCY**

Tenant shall keep the Premises, the Building, and the Land free from any liens arising out of any work performed, materials furnished, or obligations incurred by the Tenant. In the event any lien is filed against the Land or the Landlord's property as a result of or in connection with any work performed or materials furnished to Tenant or on Tenant's behalf, Tenant shall promptly discharge or satisfy said lien within thirty (30) days' of receipt of notice of such lien.

12. **EMINENT DOMAIN**

(a) If any part of the Premises, the Building, and/or the Land (not resulting in a total taking of the Premises, thereby causing a termination of this Lease) is taken under the power of eminent domain, or similar authority or power, or sold under imminent threat thereof, to any public or quasi-governmental authority or entity, this Lease shall terminate as to the part of the Premises so taken or sold, effective as of the date taking, or the date that delivery of possession is required, by such public or quasi-governmental authority or entity. The Rent for the remainder of the Term shall be reduced in the proportion that the Tenant's total square footage of the Premises is reduced by the taking. Further, the Tenant shall be entitled to recover and keep for itself from the public or quasi-governmental authority or entity any amount(s) necessary to compensate the Tenant for any and all damages, losses, and for any other reason attributable as a result of such taking, provided such amount is sought by Tenant directly against the public or quasi-governmental authority or entity directly and is not to be paid to Tenant from any payment made to Landlord as a result of such taking.

(b) If a total taking of the Premises, the Building, or the Land occurs, or if a partial taking or the sale of the Building, or the Land occurs, and it: (i) results in an inability of the Tenant to use the Premises for the Tenant's intended purpose, as determined by the Tenant; or (ii) renders the Building unviable or useless to the Tenant, this Lease shall terminate, with such termination being made effective thirty(30) days after the Tenant receives notice of such taking, or when the taking occurs, whichever is sooner.

(c) All condemnation awards and similar payments shall be paid and belong to the Landlord, except for any amounts awarded or paid specifically for Tenant's trade fixtures, loss of business, relocation costs, and other benefits that Tenant is otherwise entitled to receive under the law, if a separate award for such items is made to Tenant (provided Tenant's award does not reduce Landlord's award or attribute any value to the remaining leasehold interest). Nothing contained herein shall prevent or diminish the Tenant's right to deal on its own behalf with the condemning authority.

13. **ACCESS OR ENTRY BY LANDLORD**

(a) Upon forty-eight (48) hours written notice (e-mail is acceptable written notice and will be considered delivered when sent) to Tenant (except in the event of emergency), the Landlord or Landlord's employees, agents, and/or contractors may enter the Premises at reasonable times for the purpose of inspecting, altering, improving, or repairing the Premises, or other portions of the Building, and for ascertaining compliance by Tenant with the provisions of this Lease. During the course of any such inspection, the Landlord, and/or its employees, agents, and/or contractors may be escorted by an employee of the Tenant throughout the Premises, provided that Tenant's failure to provide an escort shall not delay Landlord's access to the Premises.

(b) Landlord may also show the Premises to prospective purchasers, renters (but only within the last six (6) months of the Term or upon receipt of notice from Tenant of early termination

of this Lease as provided for herein), or lenders during regular business hours, and upon 48 hours prior written notice to Tenant, provided that the Landlord shall not unreasonably interfere with the Tenant's business operations, or with Tenant's use and occupancy of the Leased Premises. During the course of any such showing of the Premises, the Landlord, and/or its prospective purchasers, renters, or lenders shall be escorted by an employee of the Tenant throughout the Premises.

(c) Landlord shall repair, at Landlord's expense, any damage to the Premises resulting from the exercise of the foregoing right of access by Landlord, or any of Landlord's employees, agents and/or contractors.

14. **SIGNAGE**

(a) All signs and symbols placed on the doors or windows or elsewhere about the Premises, which are visible from outside of the Premises, or upon any other part of the Building, including building directories, shall be subject to the approval of the Landlord, which approval shall not be unreasonably withheld or delayed. Tenant shall be permitted to place its logo, and/or shield, and/or flag inside the Premises, provided such logo, shield or flag is placed in an area or location which so as to not be visible from outside of the Premises.

(b) The Tenant shall be entitled to have its name displayed on any and all existing Building directories, if any; provided, however, in the event that the Tenant requests any changes to the initial display, the Tenant hereby agrees that any out-of-pocket costs incurred by the Landlord in connection with such changes shall be the responsibility of the Tenant, and shall be reimbursed by the Tenant within thirty (30) calendar days following receipt of an invoice and evidence of actual payment related thereto.

15. **INSURANCE**

(a) Landlord's Insurance. The Landlord will, during the Term, at its sole cost and expense, carry fire, windstorm, hail, flood (if in a 100-year flood zone), and extended coverage insurance on the improvements of the Premises and the Building to the full replacement value.

(b) Tenant's Insurance. The Tenant has an on-going self-insurance program, placed in the Premises by, or on behalf of, Tenant, covering worker's compensation insurance, general liability and automobile liability insurance covering employees and officials of Miami-Dade County, its managers, agents, invitees and contractors, and all premises owned or occupied by Miami-Dade County, and will cover Landlord, subject to Florida Statutes, Section 768.28. Since Tenant does not carry insurance with an insurance company, certificates of insurance are not available. However, in compliance with and subject to the limitations of Florida Statutes, Section 768.28 and Chapter 440, the Tenant agrees and has provided the letter attached hereto and made a part hereof as Exhibit "C," to process any claims that may arise and the same protection will be afforded as would be provided by a policy of insurance. Nothing in this Section shall reduce Tenant's obligations under this Lease. Tenant's procurement and/or maintenance of self-insurance shall not be construed as full performance of the indemnification and hold harmless provisions of

this Lease; subject however, to applicable Florida Statutes including, without limitation Section 768.28.

Any all risk property insurance obtained by Landlord and Tenant shall include a waiver of subrogation by the insurers and all rights based upon an assignment from its insured, against Landlord or Tenant, their officers, directors, employees, managers, agents, invitees and contractors, in connection with any insured loss or damage. Neither party, nor its officers, directors, employees, managers, agents, invitees or contractors, shall be liable to the other for loss or damage caused by any risk coverable by all risk property insurance, and each party waives any claims against the other party, and its officers, directors, employees, managers, agents, invitees and contractors for such loss or damage. The failure of a party to insure its property shall not void this waiver. Neither party, nor its officers, directors, employees, managers, agents, or contractors, shall be liable to the other for any business interruption loss incurred, and each party waives any claims against the other party, and its officers, directors, employees, managers, agents, and contractors for such business interruption loss from any cause whatsoever, including, but not limited to damage caused in whole or in part, directly or indirectly, by the negligent acts of the other party at the Premises or the Building.

Further, the Landlord hereby acknowledges that the Tenant's Sublessee, the State of Florida, Department of Health, is also self-insured.

16. **INDEMNIFICATION**

(a) 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 Lease by the Landlord or its employees, agents, servants, partners, principals or subcontractors. Landlord shall pay all claims and losses in connections therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Tenant, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Landlord expressly understands and agrees that any insurance protection required by this Lease 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.

(b) Tenant does hereby agree to indemnify and hold harmless the Landlord only to the extent and within the limitations of Section 768.28, Florida Statutes (the "Statute"), 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 set forth in the Statute, or any claim or judgments or portions thereof, which, when totaled with all other occurrence, exceeds the sum set forth in the Statute 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.

17. **HAZARDOUS MATERIALS**

(a) Landlord represents to Tenant that to Landlord's current, actual knowledge there are no Hazardous Materials in reportable quantities at the Building. The phrase "current, actual knowledge of Landlord" shall mean and refer only to the best of the current, actual knowledge of the officers of Landlord having direct, operational responsibility for the Building, with the express limitations and qualifications that the knowledge of any contractor or consultant shall not be imputed to Landlord, and none of such officers has made any special investigation or inquiry, and none of such officers has any duty or obligation of diligent investigation or inquiry, or any other duty or obligation, to acquire or to attempt to acquire information beyond or in addition to the current, actual knowledge of such persons.

(b) The term "Hazardous Materials" shall mean any substance, material, waste, gas, or particulate matter which at the time of the execution of this Lease of any time thereafter is regulated by any local governmental authority, the State of Florida, and/or the United States Government, including, but not limited to, any material or substance which is: (i) defined as a "hazardous material", "hazardous substance", "extremely hazardous waste", or "restricted hazardous waste" under any provision of the State of Florida and/or the United States Government; (ii) petroleum; (iii) asbestos; (iv) polychlorinated biphenyl; (v) radioactive material; (vi) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C., Section 1251, et seq. (33 U.S.C., Section 1371); (vii) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C., Section 6901 et seq. (42 U.S.C., Section 6903); (viii) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act 42 U.S.C., Section 9601 et seq. (42 U.S.C. Section 9601).

(c) Intentionally omitted.

(d) The Tenant represents and warrants to the Landlord that no Hazardous Materials, as defined above, shall be brought into or will be handled, stored, discharged, placed, or disposed of at, on, or under the Premises, the Building or the Land by Tenant, or any of its employees, agents, contractors, licensees, and/or invitees.

18. **DESTRUCTION OF, OR DAMAGE TO, THE PREMISES**

If the Premises, or any part thereof, or any appurtenance thereto, is so damaged by fire, casualty or structural defects, such damage or defects not being the result of any act of negligence by Tenant, or by any of Tenant's agents, employees, vendors, or invitees, that the Premises cannot be used for Tenant's purposes, which damage cannot be repaired within sixty (60) days, then Tenant shall have the right at any time within ninety (90) days following damage to the Premises to elect by notice to Landlord to terminate this Lease as of the date of such notice. In the event of minor damage is sustained to any part of the Premises, such damage or defects not being the result of any

act of negligence by Tenant, or by any of Tenant's agents, employees, vendors, or invitees, and if such damage does not render the Premises unusable for Tenant's purposes, Landlord shall promptly repair such damage at the cost of the Landlord. In making the repairs called for in this paragraph, Landlord shall not be liable for any delays resulting from *force majeure*. Tenant shall be relieved from paying rent and other charges during any portion of the Term that the Premises is uninhabitable, inoperable, or otherwise unfit for occupancy, or use, in whole or in part, for Tenant's purposes. Rent payments and other charges paid in advance for any such periods shall be credited on the next ensuing payment, if any, but if no further payments are to be made, any additional or remaining advance payments shall be refunded to Tenant. The provisions of this paragraph extend not only to the matters aforesaid, but also to any occurrence which is not caused by the direct or indirect action of Tenant or by any of Tenant's agents, employees, vendors, or invitees, and which is beyond Tenant's reasonable control and reasonable efforts, which renders the Premises uninhabitable, inoperable or otherwise unfit for occupancy or use, in whole, for Tenant's purposes as set forth in Section 4 (a) hereof.

19. **TENANT'S DEFAULT AND REMEDIES**

(a) It shall be an "Event of Default" if: (i) Tenant fails to pay Rent, or any other charges, when such payment by Tenant is due hereunder, and such failure continues for fifteen (15) business days after receipt of written notice thereof was made to Tenant by the Landlord; (ii) Tenant violates or fails to perform any of the other conditions, covenants, or agreements under this Lease, and such violation or failure continues for thirty (30) calendar days after written notice thereof to Tenant by Landlord, or (iii) if such default cannot be cured within such thirty (30) day period. Then If, the Tenant commences to cure the default within the thirty (30) day period, but fails to proceed diligently and fully cure the default within ninety (90) days; (iv) Tenant makes a general assignment for the benefit of creditors, or files a petition for bankruptcy, or other reorganization, liquidation, dissolution, or similar relief; (v) a proceeding is filed against the Tenant seeking bankruptcy, reorganization, liquidation, dissolution, or similar relief, which would have a direct impact upon this Lease, and which is not dismissed within one hundred twenty (120) calendar days; (vi) a trustee, receiver, or liquidator is appointed by a court of competent jurisdiction, for the Tenant, or a substantial part of its property and/or assets; (vii) Tenant's interest under this Lease is taken upon execution or by other process of law directed against the Tenant; (viii) Tenant mortgages, assigns (except as expressly permitted in this Lease), or otherwise encumbers Tenant's interest under this Lease.

(b) If an Event of Default occurs, the Landlord may: (i) without obligation to do so, and without releasing the Tenant from any obligation under this Lease, make any payment or take any action the Landlord may deem necessary or desirable to cure such Event of Default, and the reasonable cost thereof shall be reimbursed by the Tenant to the Landlord within thirty (30) business days from Tenant's receipt of Landlord's written demand for reimbursement (such demand for reimbursement shall contain all supporting documentation, including, but not limited to invoices, cancelled checks, releases, photographs, and other evidence establishing that the work was completed and properly paid for by the Landlord); (ii) terminate this Lease; (iii) with or without

terminating this Lease, after legal proceedings, retake possession of the Premises, and remove Tenant's personal property from the Premises, and store such personal property in a reasonable manner, at Tenant's expense, all without being liable for trespass; and/or (iv) exercise any other legal remedy permitted by law after adjudication by a court of competent jurisdiction, on account of such Event of Default. All remedies of Landlord under this Lease shall be cumulative, and the exercise of any such remedies shall not prevent the concurrent or subsequent exercise of any other remedy.

(c) If the Landlord, in accordance with law, elects to take possession without terminating this Lease, then such repossession shall not relieve the Tenant of its obligations and liabilities under this Lease, all of which shall survive such repossession. In the event of such repossession, the Tenant shall pay to the Landlord, as Rent, all Rent which would be payable hereunder if such repossession had not occurred, less the net proceeds, if any, of any reletting of the Premises, after deducting the Landlord's expenses in connection with such reletting, and rental concessions. Tenant shall pay such Rent to the Landlord on the days on which such Rent would have been payable hereunder if possession had not been retaken.

20. **LANDLORD'S DEFAULT AND REMEDIES**

(a) Except as otherwise specified in this Lease, if the Landlord defaults in the performance of any term, condition, and/or covenant hereof, and such default continues for thirty (30) days after receipt of notice from the Tenant, or if the default cannot be reasonably cured within thirty (30) days then for a reasonable period of time thereafter up to a maximum of sixty (60) days, then the Tenant may, at its option, but subject to the other terms, condition, and covenants of this Lease, terminate this Lease upon sixty (60) days prior written notice to the Landlord. Further, Tenant also reserves the right, at its option, to cure any of the Landlord's defaults, after written notice to the Landlord, which default is not cured by Landlord within thirty (30) days after receipt of such written notice, or in the event such default cannot be reasonably cured within thirty (30) days, provided Landlord has not commenced to cure such default within such thirty (30) day period, and the Landlord shall immediately (within thirty (30) calendar days) reimburse the Tenant for all reasonable and customary costs and expenses, including, but not limited to labor and materials.

(b) Notwithstanding anything else set forth in this Lease, in the event the Landlord defaults on any of the terms, conditions, and/or covenants of this Lease, the Tenant shall be entitled to pursue any and all remedies available to the Tenant at law, or in equity, including, but not limited to the right of Specific Performance.

21. **ATTORNEYS' FEES**

In the event either party requires the services of an attorney in connection with enforcing any of the terms, covenants, and/or conditions of this Lease, or in the event a lawsuit is brought for the recovery of any Rent due under this Lease, or for any other sum or amount, or for the breach of any term, covenant, and/or condition of this Lease, or for return of the Premises to the Landlord and/or eviction of the Tenant during the term, or after the expiration thereof, each party shall be

responsible for its own attorneys' fees, and for any and all other legal costs and expenses, including, but not limited to, expenses associated with expert witnesses, whether incurred at trial, on appeal, or otherwise.

22. **TENANT'S SUBORDINATION TO MORTGAGE**

It is specifically acknowledged and agreed that by and between the Landlord and the Tenant that the Landlord may, from time to time, secure a construction loan and/or mortgage on the Premises, the Building, and/or the Land from a bank, savings and loan institution, insurance company, or other recognized lending institution; and that this Lease is and shall be subordinate to the lien of said construction loan and/or mortgage; and the Tenant hereby agrees that it will execute such subordination and non-disturbance agreements, or other documents, as may be reasonably required by such lending institution, provided however, that the loan documents, mortgage, and/or subordination agreement, as the lending institution may direct, shall contain a provision which states, in effect, that the Tenant shall not be disturbed in its possession and occupancy of the Premises during the Term so long as no default exists under this Lease.

23. **CONDITION OF PREMISES AT TERMINATION**

(a) Upon the expiration or earlier termination of this Lease, the Tenant will quit and surrender the Premises in good order and repair in the same condition as the Premises was delivered to the Tenant under the prior lease between Landlord and Tenant, with reasonable wear and tear excepted. The Premises shall be left by the Tenant in broom swept condition. However, the Tenant shall not be obligated to repair any damage, which the Landlord is required to repair at Landlord's sole cost and expense pursuant to the terms of this Lease. Any and all fixtures, window treatments, keypads, and keys, at the expiration or earlier termination of this Lease, shall revert back to the Landlord.

(b) If the Tenant, after the commencement of this Lease, installed any shelving, lighting, communication cabling, supplemental HVAC systems, portable partitions, and/or any trade fixtures; and/or if the Tenant installed any signs, or other standard identification of the Tenant, then, any item, property, or fixture so installed shall be and remain the property of the Tenant, which the Tenant may remove at the expiration or early termination of this Lease, provided that in such removal the Tenant shall repair any and all damage occasioned to the Premises, in a good and workman-like manner. The Tenant shall not remove any fixtures, equipment, and/or additions which are normally considered in the real estate industry to be affixed to realty such as, but not limited to, electrical conduit and wiring, panel or circuit boxes, terminal boxes, central HVAC, duct work, and plumbing fixtures.

24. **NOTICES**

All notices by the Landlord or the Tenant, to the other party, shall be delivered by either hand delivery or email (to the email address listed below, if provided), or by a nationally recognized

courier, such as FedEx, or DHL, or by the United States Postal Service, sent Certified Mail, return receipt requested, postage paid, and addressed to the party as follows:

To Tenant:	Miami-Dade County Internal Services Department 111 N.W. First Street, Suite 2460 Miami, Florida 33128 Attention: Director Email: Daniel.Chatlos@miamidade.gov Steven.Mayers@miamidade.gov Frederick.Villari@miamidade.gov
with a copy to:	County Attorney's Office 111 N.W. First Street, 28 th Floor Miami, Florida 33128
To Landlord:	AMB HTD – Beacon Centre, LLC c/o Prologis, L.P. 8355 N.W. 12 th Street Doral, Florida 33126 Attention: Jason Tenenbaum, Vice President
with a copy to:	Prologis, L.P. 8355 N.W. 12th Street Doral, Florida 33126 Attention: Property Manager for Prologis Beacon Centre
and to:	Prologis, L.P. 1800 Wazee Street, Suite 500 Denver, Colorado 80202 Attention: General Counsel

or to such other address as either party may designate in writing from time to time. If notice is delivered by hand, and signed by the recipient, the notice shall be deemed served on the date of such delivery. If notice is sent by courier, or by Certified Mail, then notice shall be deemed served five (5) business days after the date the notice was given to the courier or deposited in a United States Post Office receptacle, unless proof of earlier delivery is obtained or provided.

25. **LANDLORD'S REPRESENTATIONS AND COVENANTS.**

Landlord hereby represents and covenants to Tenant 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, and no further action or approval is required in order to constitute this Lease as a binding and enforceable obligation of the Landlord.

(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.

26. **TENANT'S REPRESENTATIONS AND COVENANTS**

Tenant hereby represents and covenants to the Landlord the following:

(a) Tenant hereby represents and covenants to Landlord that 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 the Tenant, has the authority to bind the Tenant, and to enter into this transaction and Tenant has taken all requisite action and steps to legally authorize it to execute, deliver and perform pursuant to this Lease, subject to the approval of the Board of County Commissioners and/or the County Mayor, or the County Mayor's designee as set forth herein.

(b) Tenant understands that it has the right, at its sole cost and expenses, to continue, or otherwise install, a burglar alarm system for its benefit, and to install an antenna, cellular or booster system within the Premises, or within the Building, to provide better cellular telephone reception primarily for the Tenant, and its employees.

27. **FORCE MAJEURE**

Except for monetary obligations, in the event that the Tenant or the Landlord shall be delayed, hindered in, or prevented from, the performance of any act or obligation required under this Lease by reason of a strike, lockout, inability to procure materials, failure of power, restrictive government laws or regulations, riots, insurrection, or another reason beyond their control, the prevented party shall provide notice to the other party, and the performance of such act shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

28. **RADON GAS**

Radon gas is a naturally occurring radioactive gas that when it has accumulated in a building or structure in sufficient quantities may present health risks to persons who are exposed to it over time. Levels of radon gas that exceed federal and state guidelines have been found in buildings in Florida. The Tenant hereby acknowledges that additional information regarding radon gas, and radon testing, may be obtained from the county health department.

29. **MISCELLANEOUS**

A.) Severability. If any provisions of this Lease or the application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Lease, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue valid and be enforced to the fullest extent permitted by law.

B.) Captions. The article headings and captions of this Lease are for convenience and reference only and in no way define, limit or describe the scope or intent of this Lease nor in any way affect this Lease.

C.) Relationship of Parties. This Lease does not create the relationship of principal and agent, or of mortgagee and mortgagor, or a partnership, or a joint venture, or of any association between Landlord and Tenant, the sole relationship between Landlord and Tenant being that of landlord and tenant, or lessor and lessee.

D.) Recording. A Memorandum of this Lease or a full copy hereof, may be recorded by either party among the Public Records of Miami-Dade County, Florida, at the sole cost of the party filing the document. Further, the Tenant shall file a copy of this Lease with the Miami-Dade County Clerk of the Board.

E.) Construction. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the party or parties may require. The parties hereby acknowledge and agree that each was properly represented by counsel and this Lease was negotiated and drafted at arm's length so that the judicial rule of construction to the effect that a legal document shall be construed against the draftsman shall be inapplicable to this Lease which has been drafted by counsel for both Landlord and Tenant.

F.) Entire Agreement. It is expressly understood and agreed that this Lease contains all of the terms, covenants, conditions, and agreements between the parties hereto relating to the subject matter of this Lease, and that no prior agreements, contracts, or understandings, either oral or written, pertaining to the same shall be valid or of any force and/or effect. This Lease contains the entire agreement between the parties hereto, and shall not be amended, modified, or changed in any manner except by a written instrument, which is approved by the Board, and signed by the County Mayor, or the County Mayor's designee.

G.) Performance. As otherwise described in this Lease if there is a default with respect to any of Landlord's covenants, warranties, obligations, or representations under this Lease, and if the default continues for more than thirty (30) days after notice in writing from Tenant to Landlord specifying the default breach (or such longer period as may be required in order to effect the cure, provided Landlord commences the cure within the thirty (30) day period and diligently prosecutes the cure to completion), in the event of an emergency (being defined as an imminent threat of personal injury to Tenant's employees or material damage to Tenant's equipment or other property at the Premises), and provided such default is curable wholly within or about the Premises and so long as the cure will have no adverse effect on the other tenants of the Building, Tenant may, at its

option and without affecting any other remedy hereunder, cure such default and deduct the cost thereof from the next accruing installment or installments of Rent payable hereunder until Tenant shall have been fully reimbursed for such expenditures. If this Lease terminates prior to Tenant receiving full reimbursement, Landlord shall pay the un-reimbursed balance to Tenant on demand.

H.) Successors and Assigns. The terms herein contained shall bind and inure to the benefit of Landlord, its successors and assigns, and to the Tenant, its successors and assigns (including any subtenants or assignees as appropriate and applicable), except as may be otherwise provided herein.

I.) Holidays. It is hereby agreed and declared that whenever the day on which a payment is due under the terms of this Lease, or the last day on which a response is due to a notice, or the last day of a cure period, falls on a day which is a legal holiday in Miami-Dade County, Florida, or on a Saturday or Sunday, and/or state or federal holiday, then such due date or cure period expiration date shall be postponed to the next following business day.

J.) Days. Any mention in this Lease of a period of days for performance, unless otherwise described herein, shall mean calendar days.

K.) Waiver. 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.

L.) Exhibit and Schedules. Each and every Exhibit and/or Schedule referred to in this Lease is incorporated herein by reference. The Exhibits and Schedules, even if not physically attached, shall still be treated as if they were part of this Lease.

M.) Time is of the Essence. Time is of the essence with regards to all of the terms, conditions, and covenants of this Lease.

N.) Venue, Conflict of Laws, and Jurisdiction. The parties hereby acknowledge and agree that venue shall be in Miami-Dade County, Florida. The laws of the State of Florida shall govern the interpretation, validity, performance, and enforcement of this Lease.

O.) Brokers. Landlord and Tenant hereby represent and agree that except for any brokers listed in the Basic Lease Provisions, no real estate broker or other person is entitled to claim a commission as a result of the execution and delivery of this Lease.

P.) Estoppel Certificates. Tenant agrees, from time to time, within thirty (30) days after request of Landlord, to execute and deliver to Landlord, or Landlord's designee, any estoppel certificate requested by Landlord, stating that this Lease is in full force and effect, the date to which rent has been paid, that Landlord is not in default hereunder (or specifying the nature of Landlord's default), the Termination Date of this Lease and such other standard matters pertaining to this Lease of which the Tenant is aware and as may be requested by Landlord. Tenant's obligation to furnish each estoppel certificate in a timely fashion is a material inducement for Landlord's execution of this Lease. No cure or grace period provided in this Lease shall apply to Tenant's obligations to timely deliver an estoppel certificate.

Landlord agrees, from time to time, within thirty (30) days after request of Tenant, to execute and deliver to Tenant, or Tenant's designee, any estoppel certificate requested by Tenant, stating that this Lease is in full force and effect, the date to which rent has been paid, that Tenant is not in default hereunder (or specifying in detail the nature of Tenant's default), the Termination Date of this Lease and such other matters pertaining to this Lease as may be requested by Tenant. Landlord's obligation to furnish each estoppel certificate in a timely fashion is a material inducement for Tenant's execution of this Lease. No cure or grace period provided in this Lease shall apply to Landlord's obligations to timely deliver an estoppel certificate.

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[ONLY THE SIGNATURE PAGE REMAINS]

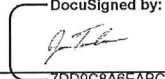
IN WITNESS WHEREOF, Landlord has caused this Lease to be executed by its duly authorized representative, and Tenant has caused this Lease to be executed in its name by the County Mayor, as authorized by the Board of County Commissioners; all on the day and year first hereinabove written.

LANDLORD

AMB HTD - BEACON CENTRE, LLC, a
Florida limited liability company

By: Prologis, L.P., a Delaware limited
partnership, its sole member

By: Prologis, Inc., a Maryland corporation, its
general partner

By:  _____
7DD9C8A6EABC478...

Jason Tenenbaum, Vice President

AD

(OFFICIAL SEAL)

ATTEST:
HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by the County Attorney as
To form and legal sufficiency. _____

TENANT

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

By: _____

Name: Daniella Levine Cava
Title: Mayor

EXHIBIT A

Premises: 8323 N.W. 12th Street, Building 27, Suites 212 and 214, Doral, Florida 33126

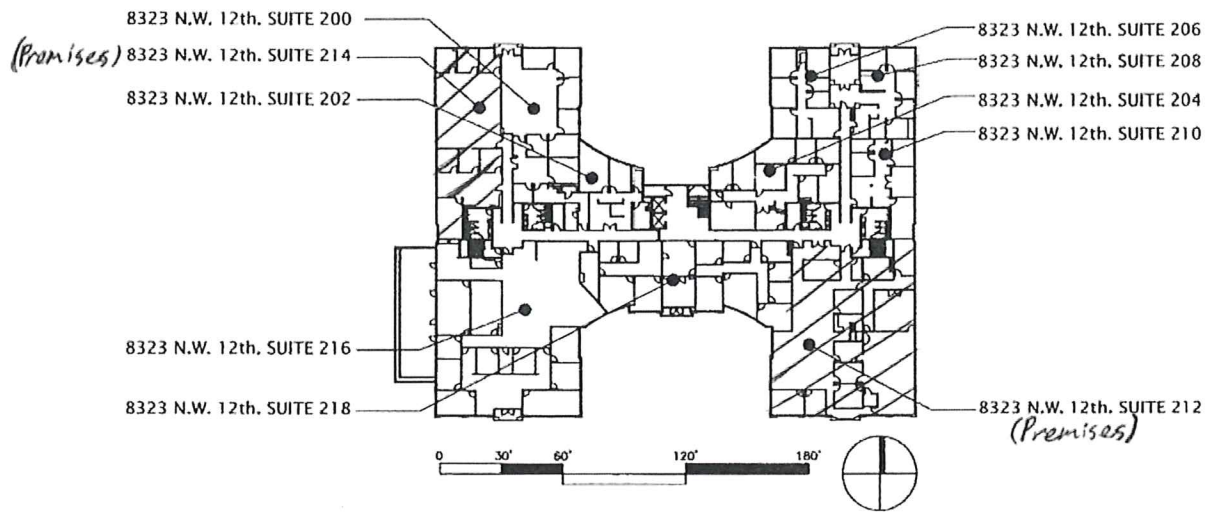


EXHIBIT B
JANITORIAL SERVICES

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 bathroom tissue, paper towels, trash receptacles liners and hand soap. All supplies are to be of good quality acceptable in the janitorial profession and of satisfactory quality suitable to the need of personnel.

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: Clean/Wax LVT and VCT per Prologis standard with proper equipment and supplies.

Semiannually: Machine clean carpets and other areas if their condition so dictates.

Reseal and professionally clean/wax LVT and VCT areas per Prologis standard.

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 diffusers and wipe dust off light bulbs.

c. WINDOWS AND GLASS

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

Semiannually: Clean inside of external windows.

d. WATER FOUNTAINS (if applicable)

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

e. FURNISHINGS

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

Weekly: Dust and clean all ornamental wall decorations, pictures etc.
Dust window treatments.

Semiannually: Vacuum window treatments.

f. TRASH AND REFUSE

Daily: Empty and clean all trash receptacles. Receptable 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.

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 tissues, towels, and soap.

Monthly: Clean ceramic tile surfaces with stronger cleaner or bleach.

h. LOUNGE AND KITCHEN AREAS

Daily: Clean and sanitize sinks and counter areas.

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

i. EXTERIOR

Sweep outside area immediately adjacent to building entrances and keep surrounding areas free of trash.

Empty outside trash receptacles.

Maintain exterior access areas such as sidewalks and courtyards, etc.

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.

EXHIBIT C
MIAMI-DADE COUNTY SELF-INSURANCE LETTER



Internal Services Department
Risk Management Division
Property & Casualty Unit
111 NW 1st Street • Suite 2340
Miami, Florida 33128
T 305-375-5442 F 305-375-1477

December 2, 2020

Mr. Gregory Scott
Vice-President
AMB HTD – Beacon Centre, LLC
C/O Prologis, L.P.
8355 N.W. 12th Street
Doral, Florida 33126

Dear Mr. Scott

RE: Miami-Dade County /Prologis Lease

This is to inform you that Miami-Dade County has an on-going self-insurance program for Worker's Compensation, General Liability and Automobile Liability covering employees and officials of the County.

Since the County does not carry insurance with an insurance company, we cannot provide you with a Certificate of Insurance.

However, in compliance with and subject to the limitations of Florida Statutes, Section 768.28, - Negligence, the monetary limits are Two Hundred Thousand Dollars (\$200,000.00) per person and Three Hundred Thousand (\$300,000.00) per incident and Chapter 440- Workers' Compensation - no limits. Provisions have been made in this office to process any claims that may arise and the same protection will be afforded as would be provided by a policy of insurance.

Sincerely,


Baunie McConnell, JD
Risk Management Division Director

BM/ml

SUBLEASE AGREEMENT

This SUBLEASE AGREEMENT ("Sublease") is made on this ____ day of _____, 2021 ("Effective Date"), by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "County," and Florida Department of Health, Miami-Dade County Health Department, hereinafter referred to as "Subtenant."

WITNESSETH

WHEREAS, the Tenant and AMB HTD-Beacon Centre, LLC, herein referred to as "Landlord" entered into a Lease Agreement authorized under Resolution No. _____ approved _____ (hereinafter referred to as the "Lease Agreement," which is attached hereto, marked as "Exhibit A) consisting of covering approximately 9,166 square feet of rentable space in the building located at 8323 NW 12 Street, Suites 212 and 214, Doral, Florida 33166 (hereinafter the "Property"); and

WHEREAS, the County desires to provide the Property, by the use of this Sublease, for the use and occupancy of the Subtenant, and the Subtenant, desires to use and occupy the Property solely as administrative offices and for the performance of work incidental thereto, which necessarily entails services performed for the general public, and all pursuant to the terms and conditions described below; and

WHEREAS, the Landlord has provided consent to this Sublease, which consent is reflected in the Lease Agreement attached hereto, marked as "Exhibit A," and which is incorporated herein by this reference,

NOW, THEREFORE, in consideration of the foregoing terms, conditions, and the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of

which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1. The foregoing recitals and provisions are hereby adopted and incorporated herein.
2. The County hereby leases, and the Subtenant agrees to receive from the County, the Property, which is illustrated in a sketch and legal description that is attached hereto as "Exhibit B," and which is incorporated herein by this reference.

TO HAVE AND TO HOLD unto said Subtenant for a term commencing on the first (1st) day of the month following the date that this Sublease is approved by the Board of County Commissioners ("Effective Date"), and this Sublease shall be for a term of five (5) years, and shall automatically terminate five (5) years after the Effective Date. Further, the parties hereby acknowledge and agree that the rent for the use and occupancy of the Property for the first (1st) year of the term of this Lease in the amount of Two Hundred One Thousand Four Hundred Sixty-Eight and 72/100 (\$201,468.72) Dollars, payable monthly in the amount of Sixteen Thousand Seven Hundred Eighty-Nine Dollars and Six Cents (\$16,789.06), which annual amount represents Twenty-one Dollars and Ninety-eight Cents (\$21.98) per square foot. Thereafter, commencing on the anniversary of this Lease, and every anniversary, thereafter, the Subtenant agrees that the Base Rent shall be increased by three (3%) percent over the prior year's Base Rent, plus an initial estimated taxes of Three Dollars and Two Cents (\$3.02), per square foot during the first year of the Term, which when calculated, equals Twenty Seven Thousand Six Hundred Eighty One Dollars and Thirty-Two Cents (\$27,681.32), which shall commence on the Effective Date, and shall be paid to the County without deduction, set off, counterclaim, or reduction, and without demand, each year, on the anniversary of the Effective Date. The rent payments shall be made payable to the Internal Services Department, c/o Miami-Dade County, and mailed or delivered to the Internal Services Department, Accounting Section, 111 N.W. First Street, Suite 2460, Miami, Florida 33128, and no other amount or consideration is required by Subtenant for rent. Further, in addition to the aforementioned rent, the Subtenant shall be responsible to reimburse the County for any administrative fee or charge that may be imposed upon the County by the Landlord. The County can either submit an invoice for

reimbursement to the Subtenant when such administrative fee or charge is paid by the County, or periodically request reimbursement for such fee or charge over the term of this Sublease. In addition to the foregoing, the Subtenant understands and agrees that the Landlord may impose an administrative fee or charge to the Subtenant for the use and occupancy of the Property, and if such fee or charge is imposed by the Landlord, then the Subtenant hereby agrees to pay such pursuant to Subtenant's statutory requirements and policies and procedures.

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

ARTICLE I
USE OF PROPERTY

The Property shall be used by Subtenant solely as administrative offices and for the performance of work incidental thereto, which will necessarily entail services performed for the general public. Subtenant shall comply with the rules, regulations and procedures as such may exist and be changed during the term of this Sub-Lease Agreement. Subtenant understands and agrees that Subtenant shall not use the Demised Premises for any use inconsistent with the use set forth in this Article I.

Subject to the Subtenant's right to use the Property for the purposes specified in this Sublease, the Subtenant shall not suffer or permit the Property, or any part thereof, to be used in any manner, or anything to be done therein, or suffer or permit anything to be brought into or kept therein, which would in any way: (i) violate any legal requirements or insurance requirements; (ii) cause structural injury to the Property, or any part thereof; (iii) constitute a public or private nuisance; (iv) impair the appearance of the Property; (v) impair or interfere with the physical grounds or land surrounding the Property; (vii) be considered obscene (as defined by Florida Statutes) including, but not limited to, designating or otherwise naming any portion of the Property, and/or any building, or portion of a building, and/or the ground underneath, above, or surrounding the Property by any name that, in the opinion of the County, is considered obscene; or (viii) impair any of the County's leasehold right or interest in or to the Property.

If any governmental license or permit shall be required for the proper and/or lawful conduct of the Subtenant's operations, including leasing and/or the operation of the Property for the Permitted Use, or any part thereof, or if failure to secure such license or permit would in any way adversely affect the County, the Subtenant, at its sole cost and expense, shall duly procure and thereafter maintain such license or permit and submit the same to inspection by the County. The Subtenant shall at all times comply with the terms and conditions of each license and/or permit required to operate its business functions on the Property.

ARTICLE II

COMPLIANCE WITH LEASE AGREEMENT

Except as otherwise set forth herein, or expressly modified hereby, the Lease Agreement terms are incorporated herein into this Sublease by this reference, as fully as if the terms and provisions thereof were set forth herein. In no event shall the County be deemed to have assumed the responsibilities of the Landlord under the Lease Agreement except as specifically provided herein, or shall the County be responsible for the compliance of the Landlord regarding the provisions of the Lease Agreement, or otherwise be responsible for the compliance of the Subtenant with this Sublease. The Subtenant covenants it shall take no action or permit anything to be done which would constitute a default under, or cause a termination of, the Lease Agreement. This Sublease shall conform to all of the terms and conditions of the Lease Agreement, as may be amended from time to time, a copy of which is attached hereto as Exhibit A, and the Subtenant shall through its employees, agents, and vendors prevent the unauthorized use of the Property or any use thereof not in conformance with this Sublease. Notwithstanding the above, the Subtenant does not assume the responsibilities of the County under Paragraph 16(b) of the Lease Agreement.

Further, the Subtenant hereby acknowledges and agrees that title to the Property belongs to, and is held by, the Landlord, and is leased by the County.

ARTICLE III
CONDITION OF PROPERTY

The Subtenant hereby accepts the Property in it's "As-Is" "Where-Is" condition, with any and all faults, as it is in at the beginning of this Sublease.

The parties hereby acknowledge and agree that the words "Certificate of Occupancy" shall mean the documentation issued by the governmental agency or department that is authorized to inspect the construction of buildings located in the City of Miami, or wherever the Property is located, to determine if the structure was built appropriately and/or any improvements were added properly, according to the Florida Building Code, and in accordance with any and all plans and specifications, and that the Property is ready for occupancy, in accordance with any and all applicable laws and regulations.

The Subtenant acknowledges and agrees that the Subtenant shall be solely responsible to ensure that the Property is and remains in compliance with any and all requirements for disabled individuals, including, but not limited to, the requirements of the Americans with Disabilities Act of 1990 (the "ADA") and Section 553.501 et seq. of the Florida Statutes.

As of the Effective Date, the County shall not be under any obligation to make any improvement, renovations, alterations, and/or repair work to the Property, and/or to any area or ground surrounding or underneath the Property.

ARTICLE IV
UTILITIES

The Landlord shall furnish, or cause to be furnished, to the Premises the utilities and services described below, subject to the conditions and standards set forth in this Lease.

(a) Water. Landlord during the term hereof shall pay all charges for water used by Subtenant.

(b) Electrical. Landlord shall, during the Term of this Lease, and any extension thereof, pay all charges for electricity used by Subtenant.

(c) HVAC. During regular business hours, Monday through Friday (except for Saturdays, Sundays and holidays), the Landlord shall provide heating and air conditioning in season to both the Building, and the Premises, and at temperatures that are standard for comparable buildings in Miami-Dade County, or as are required by a governmental authority. Subtenant, upon such advance notice as is reasonably required by the Landlord, shall have the right to receive HVAC services during non-regular business hours, however, the Subtenant hereby agrees to pay the Landlord Thirty (\$30.00) Dollars per hour for the additional HVAC services, as additional rent, as such cost is reasonably determined by the Landlord. Further, the Landlord hereby agrees to have the coils and vents of the HVAC system cleaned and examined on a regular basis, and no less than on a bi-annual basis.

(d) Elevator Service. The Landlord shall provide passenger elevator service to and from the Premises for the Subtenant, and its agents, employees, invitees and licensees, in common with the other tenants of the Building, during regular business hours. Landlord shall provide, at minimum, limited elevator service for moving and loading, at such times as the Landlord shall determine in consultation with the Subtenant.

(e) Janitorial. The Landlord, at its sole cost and expense, shall perform or cause to be performed in the Premises, on a daily basis during the term of this Lease and any extension thereof, (except for Saturdays, Sundays and holidays) after 5 p.m.

ARTICLE V **ALTERATIONS BY SUBTENANT**

The Subtenant hereby acknowledges and agrees that it shall not make any alterations, additions,

or improvements in or to the Property without the prior written consent of the County and the Landlord, which consent will not to be unreasonably withheld or delayed. Any such alterations, additions, or improvements, including, but not limited to fixtures, equipment, and finishes in and to the Property are and shall be at the Subtenant's sole cost and expense. Further, the Landlord's rights regarding the placement and removal of improvements and/or alterations to the Property shall be the same as described in the Lease. Except for furniture and fixtures which are not readily removable without injury to the Property, at the expiration of this Sublease, the County shall have the right to require the Subtenant to remove at the expiration of this Sublease any and all additions, alterations, or improvements installed by the Subtenant. Notwithstanding the foregoing, removable partitions, furnishings, and other personal property installed by Subtenant within the Property shall remain Subtenant's property, and may be removed by the Subtenant upon the expiration of this Sublease or cancellation thereof. To the extent that such items are not removed upon the expiration of this Sublease, any and all furnishings, additions, improvements, personal property, and moveable partitions remaining in the Property shall be deemed abandoned and may be disposed of as deemed appropriate by the County. In the case of any damage or expense arising from the removal of any alterations, additions, or improvements in or to the Property without the prior written consent of the County and the Landlord, all damaged areas shall be repaired and brought back to the original condition at the Subtenant's sole cost and expense, and any expenses incurred by the County shall be immediately (within thirty (30) days) reimbursed by the Subtenant. This clause shall survive the expiration or cancellation of this Sublease.

ARTICLE VI **MAINTENANCE**

The Subtenant agrees to maintain and keep in good repair, condition, and appearance, of the Property and all improvements thereto. With regard to the general maintenance and occupancy of the Property, the Subtenant will at its sole cost and expense: (a) maintain the Property in a clean, orderly and sanitary condition and free of insects, rodents, vermin and other pests; (b) keep any garbage, trash, rubbish and/or other refuse in safe containers that do not encourage the existence of vermin; (c) cause to

have such garbage, trash, rubbish and refuse removed on a daily, weekly, or as needed basis to ensure cleanliness; (d) comply with all laws, ordinances, rules and regulations of governmental authorities regarding the removal of garbage, trash, rubbish and refuse from the Property; (e) keep all mechanical equipment apparatus free of vibration and noise which may be transmitted beyond the Property and/or which could disturb adjacent property owners and/or neighbors, (f) prevent any objectionable odors to emanate or to be dispelled from the Property; (g) comply with and observe all rules and regulations established by the appropriate federal, state, and county governmental entities regarding matters of health and food safety; and (h) conduct its operation in all respects in a dignified manner in accordance with the high standards of other similar organizations.

The County shall not be responsible for any damage or injury that may be sustained by any party or person on the Property other than resulting from the damage or injury caused by the malicious acts or the gross negligence of the County, its agents, licensees, invitees, or employees as limited by Section 768.28 Florida Statutes. The Subtenant shall notify the County in the event of any death or serious bodily injury to anyone on the Property, irrespective of the cause of the injury. A serious bodily injury to a person, for the purposes of this Sublease, shall include, but not be limited to, any injury to a person which requires medical treatment either at a hospital or by emergency medical technicians. Further, in instances where someone sustained a serious bodily injury or died, in addition to any other requirement(s) regarding notice under this Sublease, the Subtenant shall also immediately (same day, or in situations where the same day is not possible, then next day) call the County's Internal Services Department, and notify the County's Director of the Internal Services Department of such incident, in detail, with or without the name of the individual that died or sustained the serious bodily injury. Further, in instances where an individual died or sustained a serious bodily injury, the Subtenant must complete a detailed injury and incident report and immediately (same day or next day) send it to the County, in accordance with the terms of the notice provisions found in this Sublease. The Subtenant hereby agrees that it will immediately comply with all of the foregoing requirements notwithstanding any other obligation, including but not limited to, any agreement for confidentiality that it owes or may owe

to any other governmental agency, and/or to any friend, or member of a person's family.

The Subtenant shall notify the County after discovering any damage to the Property that the County is responsible for repairing and the County shall make the necessary repairs promptly (within sixty (60) days) after said notice. The County shall notify the Subtenant after discovering any damage which the Subtenant is responsible for repairing, or otherwise maintaining, and the Subtenant shall make the necessary repairs and/or address the maintenance issue within thirty (30) days after said notice. The Subtenant shall also notify the County after discovering any damage which the Subtenant is responsible for maintaining and/or repairing, and the Subtenant shall make the necessary repairs within thirty (30) days after said notice.

The Subtenant shall institute adequate plans for hurricane preparedness, which shall include, but not be limited to protecting the Subtenant's employees, as well as any and all vendors, customers, clients, patrons, and guests of the Property; and shall adequately protect the Property from damage.

ARTICLE VII

DAMAGE OR DESTRUCTION OF PROPERTY

Damage or Destruction by Subtenant. In the event the Property is partially or completely destroyed, or so damaged by an act, or any of its employees, vendors, or agents, customers, clients, and/or patrons, the Subtenant shall have the sole obligation to immediately repair and/or reconstruct the Property, irrespective of the Subtenant receiving any insurance proceeds, and this Sublease shall continue. And, in such instance, the Subtenant shall immediately commence with the restoration of the Property within thirty (30) days and shall complete such restoration within one hundred eighty (180) days, or as soon thereafter as agreed upon by the County.

Total Damage or Destruction by Act of God. In the event the Property is completely destroyed, or so damaged by an act of God that it will remain unusable for a period of more than thirty (30) days,

neither the Subtenant nor the County shall be under any obligation to repair and/or reconstruct the Property, and this Sublease shall cease and terminate, and all adjustments which are proper including restoration of the site to a clean, neat and usable condition shall be made accordingly.

Hazardous Substances The Subtenant hereby agrees that it shall not generate, store, produce, place, treat, release, or discharge any contaminants, pollutants or pollution, including, but not limited to, hazardous or toxic substances, chemicals or other agents on, into, or from the Property or any adjacent lands or waters in any manner not permitted by law. For the purposes of this Sublease, "hazardous substances" shall mean and include those elements or compounds defined in 42 U.S.C. Section 9601 or which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency (EPA) and the list of toxic pollutants designated by the United States Congress or the EPA or defined by any other federal, state or local statute, law, ordinance, code, rule, regulation, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance, material, pollutant or contaminant. "Pollutants" and "pollution" shall mean those products or substances defined in Chapters 376 and 403, Florida Statutes, and the rules promulgated thereunder, all as amended or updated from time to time. In the event of the Subtenant's failure to comply with this paragraph, the Subtenant shall, at its sole cost and expense, promptly commence and diligently pursue any legally required closure, investigation, assessment, cleanup, decontamination, remediation, restoration and monitoring of (1) the Property, and (2) all off-site ground and surface waters and lands affected by the Subtenant's such failure to comply, as may be necessary to bring the Property and affected off-site waters and lands into full compliance with all applicable federal, state, or local statutes, laws, ordinances, codes, rules, regulations, orders and decrees, and to restore the damaged Property to the condition existing immediately prior to the occurrence which caused the damage. The Subtenant's obligations set forth in this paragraph shall survive the cancellation or expiration of this Sublease. This paragraph shall not be construed as a limitation upon obligations or responsibilities of the Subtenant as set forth herein. Nothing herein shall relieve the Subtenant of any responsibility or liability prescribed by law for fines, penalties, and damages levied by governmental

agencies, and the cost of cleaning up any contamination caused directly or indirectly by the Subtenant's activities or facilities. Upon discovery of a release of a hazardous substance or pollutant, or any other violation of local, state or federal law, ordinance, code, rule, regulation, order or decree relating to the generation, storage, production, placement, treatment, release or discharge of any contaminant, the Subtenant shall report such violation to all applicable governmental agencies having jurisdiction, and to the County and the Landlord, all within the reporting periods of the applicable agencies.

ARTICLE VIII **NO LIABILITY FOR PERSONAL PROPERTY**

All personal property placed or moved in the Property shall be at the sole risk of the Subtenant or the owner thereof. The County shall not be liable to the Subtenant, or to any other person or entity, for any damage to any personal property unless caused by, or due, to the gross negligence of the County, County's agents or employees, subject to all limitations of Florida Statutes, Section 768.28.

ARTICLE IX **SIGNS**

(a) All signs and symbols placed on the doors or windows or elsewhere about the Premises, which are visible from outside of the Premises, or upon any other part of the Building, including building directories, shall be subject to the approval of the Landlord, which approval shall not be unreasonably withheld or delayed. Subtenant shall be permitted to place its logo, and/or shield, and/or flag inside the Premises, provided such logo, shield or flag is placed in an area or location which so as to not be visible from outside of the Premises.

(b) The Subtenant shall be entitled to have its name displayed on any and all existing Building directories, if any; provided, however, in the event that the Subtenant requests any changes to the initial display, the Subtenant hereby agrees that any out-of-pocket costs incurred by the Landlord in connection with such changes shall be the responsibility of the Subtenant, and shall be reimbursed by the Subtenant within thirty (30) calendar days following receipt of an invoice and evidence of actual payment related thereto.

ARTICLE X
RIGHT OF ENTRY AND INSPECTION

(a) Upon forty-eight (48) hours written notice (e-mail is acceptable written notice and will be considered delivered when sent) to Subtenant (except in the event of emergency), the Landlord or Landlord's employees, agents, and/or contractors may enter the Premises at reasonable times for the purpose of inspecting, altering, improving, or repairing the Premises, or other portions of the Building, and for ascertaining compliance by Subtenant with the provisions of this Lease. During the course of any such inspection, the Landlord, and/or its employees, agents, and/or contractors may be escorted by an employee of the Tenant throughout the Premises, provided that Subtenant's failure to provide an escort shall not delay Landlord's access to the Premises.

(b) Landlord may also show the Premises to prospective purchasers, renters (but only within the last six (6) months of the term of this Lease or upon receipt of notice from Subtenant of early termination of this Lease as provided for herein), or lenders during regular business hours, and upon 48 hours prior written notice to Tenant, provided that the Landlord shall not unreasonably interfere with the Subtenant's business operations, or with Subtenant's use and occupancy of the Leased Premises. During the course of any such showing of the Premises, the Landlord, and/or its prospective purchasers, renters, or lenders shall be escorted by an employee of the Subtenant throughout the Premises.

(c) Landlord shall repair, at Landlord's expense, any damage to the Premises resulting from the exercise of the foregoing right of access by Landlord, or any of Landlord's employees, agents and/or contractors

ARTICLE XI
SURRENDER OF PREMISES

The Subtenant agrees to surrender to the County, at the end of the term of this Sublease or any extension thereof, said Property in as good condition as said Property was at the beginning of the term of this Sublease, broom swept, with personal property removed (as described in the cancellation clause of this Sublease), ordinary wear and tear and damage by fire and windstorm or other acts of God excepted.

Prior to, or upon, the expiration or cancellation of this Sublease, the County, at the County's

discretion, may require the Subtenant to provide the County with a current Phase I environmental site assessment conducted in accordance with the State of Florida Department of Environmental Protection, Division of State Lands' standards, or a Phase II environmental site assessment.

ARTICLE XII

LIABILITY FOR DAMAGE OR INJURY

The County shall not be liable for any damage or injury which may be sustained by any party or person on the Property other than the damage or injury caused solely by the gross negligence of the County, its officers, employees, agents, invitees, or instrumentalities, subject to all limitations of Florida Statutes, Section 768.28.

The County shall not be responsible or liable to the Subtenant, or to those claiming by, through or under the Subtenant, for any loss or damage which may be occasioned by or through the acts or omissions of persons coming to or upon the Property, or the surrounding property or grounds, including but not limited to any clients, customers, patrons, guests, and/or employees, vendors or agents of the Subtenant for any loss or damage resulting to such person or entity, or the Subtenant, or those claiming by, through or under the Subtenant, for themselves and/or their personal property, from any actions or activity by such person(s), including, but not limited to, such actions or activity which is the direct or indirect cause of any lack of security, insufficient safety measures, failure to provide adequate or sufficient warnings, precautions, and/or inadequate protection to or for the Property, the Subtenant, or anyone claiming by, through or under the Subtenant. To the maximum extent permitted by law, the Subtenant agrees to use and occupy the Property at the Subtenant's own risk. As noted herein below, the Subtenant shall secure, maintain and utilize security personnel, at its sole cost and expense, as it deems necessary to protect the Subtenant, its employees, client, patrons, customers, their personal property, and/or the Property.

Further, the County shall not be responsible or liable to the Subtenant, or to those claiming by,

through or under the Subtenant, for any loss or damage which may be occasioned or caused by any actions or inactions which is the direct or indirect cause of any breaking, bursting, stoppage or leaking of water, gas, sewer, electrical, telephone or other utility pipes and/or lines and/or the effects or results from failed, down, broken or damaged cable and/or wires.

The Subtenant shall not be liable for any damage or injury which may be sustained by any party or person on the Property other than the damage or injury caused solely by the gross negligence of the Subtenant, its officers, employees, agents, invitees, or instrumentalities, subject to all limitations of Florida Statutes, Section 768.28. As Subtenant is an instrumentality of the State, Subtenant has the statutory protection of sovereign immunity as described in Section 768.28, F.S. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to whom sovereign immunity may be applicable. The exclusive remedy for injury or damage resulting from such acts or omissions of Provider's agents, servants and employees is an action against the State of Florida. Nothing herein shall be construed to be consent to be sued by any third party.

ARTICLE XIII **CANCELLATION**

CANCELLATION BY COUNTY: The occurrence of any of the following shall cause this Sublease to be terminated by the County upon the terms and conditions also set forth below:

A. Termination after ten (10) days written notice by the County sent by certified mail, registered mail, or any acceptable overnight delivery service, in accordance with the notice provisions of this Sublease, to the Subtenant for doing any of the following:

- (1) Notice of any condition posing a threat to health or safety of the public, and/or to the customers, clients, or patrons of the Subtenant, and which is not remedied within the ten (10) day period from receipt of written notice.

B. Termination after thirty (30) days from receipt by the Subtenant of written notice by certified mail, registered mail, or any acceptable overnight delivery service, in accordance with the notice provisions of this Sublease, to the address of the Subtenant as set forth below:

- (1) Non-performance of any covenant of this Sublease other than listed in A above, and failure of the Subtenant to remedy such breach within the thirty (30) day period from receipt of the written notice.

C. The Subtenant is determined by the County to be in violation of any other contract, lease, funding agreement, and/or any other binding agreement, then upon the termination of such agreement this Sublease shall also terminate, or otherwise cancel.

D. A final determination in a court of law in favor of the County in litigation instituted by the Subtenant against the County, or brought by the County against the Subtenant.

EARLY CANCELLATION BY THE SUBTENANT: The parties shall each have the right to cancel this Sublease at any time after the start of the twentieth-fourth (24th) month of the Term by giving the other party at least one hundred eighty (120) days written notice prior to its effective date.

CANCELLATION OF THIS SUBLEASE: Following the cancellation of this sublease the Subtenant, within five (5) calendar days, or earlier if determined by the County, shall forthwith remove all of its personal property from the Property. Any personal property of the Subtenant not removed in accordance with this paragraph may, at the County's discretion, be removed by the County for storage at the cost of the Subtenant, or shall constitute a gratuitous transfer of title thereof to the County. The County shall not be liable to the Subtenant for the safekeeping of the Subtenant's personal property during or after cancellation of this Sublease. The County shall have the senior interest in the Subtenant's personal property. The Subtenant shall not remove any equipment, supplies in bulk, or fixtures within

Property at any time without pre-approval in writing from the County. The Subtenant shall be liable to the County for the fair market value of any equipment, supplies in bulk, or fixtures removed without the County's pre-approved written permission. The Subtenant shall also be liable for any expenses incurred by the County in prosecuting any action against the Subtenant following any unapproved item(s) be removed from the Property. It is the intention of the parties to this Sublease that all furnishings and equipment purchased or leased by the Subtenant except those permanently affixed to Property, as defined under the laws of the State of Florida, shall be the personal property of the Subtenant. Upon the cancellation of this Sublease and the removal of all personal property by the Subtenant, the Subtenant shall deliver the Property back to the County, broom swept, and in as good a condition as the Property was on the Effective Date of this Sublease, except for reasonable wear and tear and damage by fire and windstorm or other acts of God excepted.

ARTICLE XIV **NOTICES**

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

TENANT:

Miami-Dade County
Internal Services Department
Real Estate Development Division
111 N.W. First Street, Suite 2460
Miami, Florida 33128
Attention: Director

SUBTENANT:

Florida Department of Health
Miami-Dade County
8323 NW 12th Street, Suite 214
Miami, Florida 33126
Attention:

Notices provided herein in this paragraph shall constitute sufficient notice to Subtenant to comply with the terms of this Sub-Lease Agreement. Notices provided herein in this paragraph shall include all notices required in this Sub-Lease Agreement or required by law.

Notices provided herein in this paragraph shall constitute sufficient notice to the parties to comply with the terms of this Sublease. Notices provided herein in this paragraph shall include all notices required in this Sublease or required by law.

ARTICLE XV **INSURANCE**

(a) Landlord's Insurance. The Landlord will, during the term of this Lease, at its sole cost and expense, carry fire, windstorm, hail, flood (if in a 100-year flood zone), and extended coverage insurance on the improvements of the Premises and the Building to the full replacement value.

(b) Tenant's Insurance. The Tenant is self-insured. Further, the Landlord hereby acknowledges that the Tenant's sub-tenant, the State of Florida, Department of Health is also self-insured. Tenant shall, within fifteen (15) days of execution of this Lease, and no later than the Commencement Date, provide Landlord with evidence of such self-insurance. Tenant's self-insurance shall have no effect on Tenant's liability as otherwise set forth in this Lease.

The Subtenant acknowledges and agrees that any insurance the County may maintain on or for the Property shall not cover the Subtenant's interest in the Property, including, but not limited to any improvements and betterments, contents, or personal or other property of the Subtenant. The Subtenant shall not violate, or permit the violation of, any condition imposed by any of the County's insurance policies, and shall not do, or permit anything to be done, or keep or permit anything to be kept in, on, or about the Property which would increase the fire or other property or casualty insurance rate on the Property, and/or the surrounding grounds, over the rate which would otherwise then be in effect (unless

the Subtenant immediately pays the resulting increased amount of insurance premium as provided under the further terms hereof), or which would result in insurance companies of good standing refusing to insure the same or any of such property in amounts and at normal rates reasonably satisfactory to the County. If, by reason of any act or omission on the part of the Subtenant, the rate of property insurance on the Property, or the surrounding grounds, or equipment, or personal property of the County shall be higher than it otherwise would be, the Subtenant shall reimburse the County, on demand, for that part of the premiums for property insurance paid by the County because of such act or omission on the part of the Subtenant, which sum shall be deemed Rent for purposes of collection only.

ARTICLE XVI
PERMITS, REGULATIONS AND SPECIAL ASSESSMENTS

The Subtenant covenants and agrees that during the term of this Sublease, any and all uses of the Property will be in conformance with all applicable laws, including all applicable mental health laws as well as any and all zoning regulations. Further, the Subtenant hereby acknowledges and agrees, at its sole cost and expense, to acquire any and all permits, licenses, and certifications.

ARTICLE XVII
DEFAULT OF SUBTENANT

If the Subtenant shall violate or fail to perform any of the other conditions, covenants, or agreements herein made by the Subtenant, including without limitation, the Subtenant's obligation to use the Property solely for the Permitted Use described in Article I above, and if such violation or failure continues beyond any applicable cure period, as outlined in Article XIII, then the County may proceed with any remedy available under this Sublease, or at law or in equity in the State of Florida, including without limitation, cancelling this Sublease, or reentry and recovering possession, as may be applicable, without judicial assistance or involvement. The Subtenant expressly waives any and all rights for formal eviction or repossession. All rights and remedies of the County under this Sublease shall be cumulative and shall not be exclusive of any other rights and remedies provided the County under applicable law.

ARTICLE XVIII
COUNTY AS SOVEREIGN

1. It is expressly understood that notwithstanding any provision of this Sublease, and the County's status thereunder, the County shall not be liable in any manner, whatsoever, to any other party or person for the exercise of its governmental authority, regulatory powers, and/or police powers. The parties agree that:

(a) the County retains all of its sovereign prerogatives and rights as a county under Florida laws and shall in no way be estopped or otherwise prevented from withholding or refusing to issue any approvals of applications, or be liable for the same; and

(b) the County shall not by virtue of this Sublease be obligated to grant the Subtenant any approvals of applications for building, zoning, planning, or development, and/or any other applications, under present or future laws and ordinances of whatever nature.

ARTICLE XIX
ASSIGNMENTS AND SUBLEASES

The Subtenant shall not assign this Sublease, or sub-sublet the Property. This Sublease shall not be assigned by operation of law. Any attempt to sell, assign or sublet shall be deemed a default by the Subtenant. Further, the Subtenant hereby acknowledges and agrees that any other right of occupancy for any portion of the Property shall only be to a governmental or a not-for-profit entity that is reasonable and necessary to assist in the function of the Subtenant, and consistent with Section 125.38, Florida Statutes.

ARTICLE XX
ADDITIONAL PROVISIONS

1. Mechanic's, Materialmen's and Other Liens

The Subtenant agrees that it will not permit any mechanic's, materialmen's or other liens

to stand against the Property for work or materials furnished to the Subtenant, or any other person or entity; it being provided, however, that the Subtenant shall have the right to contest the validity thereof. The Subtenant shall immediately pay any judgment or decree rendered against the Subtenant, with all proper costs and charges, and shall cause any such lien to be released off record without cost to the County.

Further, consistent with the terms and conditions of the Lease, the Subtenant hereby acknowledges and agrees that fee title to the Property is held by, and belongs to, the Landlord. The Subtenant shall neither do, nor permit, anything to be done which purports to create a lien or encumbrance of any nature against the real property contained in the Property including, but not limited to, mortgages or construction liens against the Property or against any interest of the Landlord therein.

2. Non-Discrimination

The Subtenant agrees, in accordance with Chapter 11A of the Miami-Dade County Code, that it shall not discriminate against any employee, person, etc. on the basis of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, physical handicap, marital status, familial status, sexual orientation, gender identity or gender expression, or status as victim of domestic violence, dating violence or stalking.

Further, the Subtenant agrees to comply with the intention of Resolution No. 9601 dated March 24, 1964 and Resolution No. 85-92 dated January 21, 1992, involving the use, operation, and maintenance of the Property and facilities included in this Sublease.

In addition to the foregoing requirements for non-discrimination, consistent with the terms and conditions of the Lease, the Subtenant hereby agrees that it shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the Property or upon land adjacent to and used as an adjunct of the Property.

Notwithstanding any other provision of this Sublease, the State shall not be required pursuant to this Sublease to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the State, constitute a violation of any law or regulation to which State is subject, including but not limited to laws and regulations requiring that State conduct its operations in a safe and sound manner. Additionally, wherever applicable, State of Florida laws and policies governing the Subtenant shall govern.

3. Security

The Subtenant is solely responsible for securing and maintaining its own security in and around the Property. Should the Subtenant, at any time and for any reason, believe that security and/or additional security is needed to protect the Subtenant, or any of its invitees, customers, clients, patrons, licensees, employees, staff, management, and/or the personal property belonging to any of the foregoing, then it is understood that the Subtenant shall, at its sole cost and expense, hire and maintain such security. The Subtenant acknowledges and agrees that it must, at its sole cost and expense, install and maintain any and all security cameras, alarms, and/or other security measures on and about the Property to protect any and all persons, personal property, and the Property. The County shall not be responsible or liable to Subtenant, or to those claiming by, through or under Subtenant, including, but not limited to, employees, agents, vendors, invitees, and licensees, for any loss or damage which may be occasioned by or through the acts or omissions of persons coming onto the Property, including but not limited to invitees, trespassers, and/or licensees for any loss or damage resulting to Subtenant, or those claiming by, through or under Subtenant, for themselves and/or their personal property, from any actions or activity by such person(s), including, but not limited to, such actions or activity which is the direct or indirect cause of any lack of security, insufficient safety measures, failure to provide adequate or sufficient warnings, precautions, and/or inadequate protection to the Property, the Subtenant, or anyone claiming by, through or under the Subtenant. The County makes no warranties of any kind or nature (express or implied) as to any obligation to provide security, and/or security measures, to the Property, or to any of the improvements thereon.

4. Subtenant's Employees

The Subtenant acknowledges and agrees that neither the Subtenant, nor any of the Subtenant's officers and/or employees, shall be considered employees or agents of the County.

5. Relationship of Parties

This Sublease does not create the relationship of principal and agent, or of mortgagee and mortgagor, or a partnership, or a joint venture, or of any association between the County and the Subtenant other than Sub-landlord and Subtenant, or sub-lessor and sub-lessee.

6. Construction

All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the party or parties may require. The parties hereby acknowledge and agree that each was properly represented by counsel and this Sublease was negotiated and drafted at arm's length so that the judicial rule of construction to the effect that a legal document shall be construed against the draftsman shall be inapplicable to this Sublease which has been drafted by counsel for both the County and the Subtenant.

7. Headings

The headings of the various paragraphs and sections of this Sublease are for convenience and ease of reference only, and shall not be construed to define, limit, augment, or describe the scope, context or intent of this Sublease, or any part(s) of this Sublease.

8. Successors and Assigns

The terms herein contained shall bind and inure to the benefit of the County, its successors and assigns, and the Subtenant, its successors and assigns, except as may be otherwise provided herein.

9. Holidays

It is hereby agreed and declared that whenever the day on which an obligation and/or payment is due under the terms of this Sublease, or the last day on which a response is due to a notice, or the last day of a cure period falls, is on a day which is a legal holiday in Miami-Dade County, Florida, or on a Saturday or Sunday, such due date or cure period expiration date shall be postponed to the next

following business day. Any mention in this Sublease of a period of days for performance shall mean calendar days.

10. Waiver

Any waiver of any portion of this Sublease shall be evidenced in writing by the party that made such waiver. Waiver of any breach of this Sublease shall not constitute waiver of any other breach. Invalidation of any portion of this Sublease due to any waiver, shall not automatically invalidate any other portion of this Sublease. No covenant, term, or condition of this Sublease shall be deemed to have been waived by the County, unless such waiver is in writing by the County, specifically the County Mayor, or the County Mayor's designee.

11. Severability

If any provisions of this Sublease or the application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Sublease, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue valid and be enforced to the fullest extent permitted by law.

12. Survival

The parties hereby acknowledge and agree that many of the duties and obligations in this Sublease will survive the term, termination, and/or cancellation hereof. Accordingly, the respective obligations of the Subtenant and the County under this Sublease, which by nature would continue beyond the termination, cancellation, or expiration thereof, shall survive termination, cancellation, or expiration hereof.

13. Time is of the Essence

Time is of the essence with regards to all of the terms, conditions, and covenants of this Sublease.

14. Radon Gas

Radon gas is a naturally occurring radioactive gas that when it has accumulated in a building or structure in sufficient quantities may present health risks to persons who are exposed to it over time. Levels of radon gas that exceed federal and state guidelines have been found in buildings in

Florida. Additional information regarding radon gas, and radon testing, may be obtained from the county health department.

15. Brokers

The County and the Subtenant hereby represent and agree that no real estate broker or other person is entitled to claim a commission as a result of the execution and delivery of this Sublease.

16. Rights Reserved to the County

All rights not specifically granted to the Subtenant by this Sublease are reserved to the County. The designation of any particular remedy for the County is without prejudice to any other relief available in law or equity, and all such relief is reserved to the County.

17. Single Occupancy Restrooms

Pursuant to Resolution No. R-1054-16, regarding the use of single occupancy restrooms, the Subtenant shall afford access to all persons regardless of their race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, status as a victim of domestic violence, dating violence or stalking, familial status, gender identity, gender expression, or sexual orientation. In furtherance of the foregoing, access to a single occupancy restrooms located on the Property, along with any other secured building, facility or area of such building or facility must be gender neutral, with gender neutral signage, unless that restroom is not generally opened to the public, and the general public may be denied entry for security or other nondiscriminatory reasons. Single occupancy restrooms shall mean any restroom with a locking door intended to serve only one (1) occupant at a time.

ARTICLE XXI
ATTORNEYS' FEES

The parties hereby agree that in the event either party requires the services of an attorney in connection with enforcing any of the terms, covenants, and/or conditions of this Sublease, or in the event a lawsuit is brought for the recovery of any rent due under this Sublease, or for any other sum or amount, or for the breach of any term, covenant, and/or condition of this Sublease, or for return of the Property to the County and/or eviction of the Subtenant during the term, or after the expiration thereof, each party hereby expressly agrees to be responsible for its own attorneys' fees, and other legal costs and expenses,

including, but not limited to, expenses associated with expert witnesses, whether incurred at trial, on appeal, or otherwise.

ARTICLE XXII **CONFLICTS**

The terms and conditions of this Sublease shall take precedence in any conflict between the terms and conditions hereof and the terms and conditions of the Lease Agreement. This Sublease is subject to the terms and conditions of the Lease Agreement, and this Sublease shall automatically terminate upon the termination, cancellation, or expiration of the Lease Agreement, if not otherwise terminated before such time. Anything contained in this Sublease to the contrary notwithstanding, the County shall not be deemed to have unreasonably withheld, conditioned, or delayed consent or approval, when required to be given, if the Landlord shall have withheld, conditioned, or delayed its consent or approval in any instance in which consent or approval is required. The County represents that the Lease Agreement attached hereto is true, correct, and complete, and the County shall not amend the Lease Agreement if such amendment would adversely affect any of the Subtenant's rights or obligations hereunder. The County shall provide the Subtenant with a copy of any amendment to the Lease Agreement immediately after its execution.

ARTICLE XXIII **GOVERNING LAW**

This Sublease, 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, and the venue for any disputes, claims, and/or causes of action shall be in Miami-Dade County, Florida.

ARTICLE XIV **WRITTEN AGREEMENT**

This Sublease contains the entire agreement between the parties hereto and all previous negotiations leading thereto, and it may be modified only by a written amendment executed and delivered by the County and the Subtenant, together with a resolution approved by the Board of County

Commissioners.

{THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK}

{ONLY THE SIGNATURE PAGE REMAINS}

IN WITNESS WHEREOF, the County and the Subtenant have caused this Sublease to be executed by their respective and duly authorized officers the day and year first above written.

FLORIDA DEPARTMENT OF HEALTH
MIAMI-DADE COUNTY HEALTH
DEPARTMENT

WITNESS

By: _____
(SUBTENANT)

WITNESS

ATTEST:

HARVEY RUVIN, CLERK

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

By: _____
DEPUTY CLERK

By: _____
Daniella Levine Cava
County Mayor
(COUNTY)

Approved by the County Attorney as
To form and legal sufficiency. _____

EXHIBIT A

OFFICE LEASE

by and between

AMB HTD – Beacon Centre, LLC
a Florida limited liability company
("Landlord")

And

Miami-Dade County
a political subdivision of the State of Florida
("Tenant")

For the benefit of: The State of Florida Department of Health,
Miami-Dade County Health Department

Dated as of

_____, 2021

Lease No.: _____

OFFICE LEASE

This Office Lease ("Lease") is made between AMB HTD – Beacon Centre, LLC, a Florida limited liability company ("Landlord"), whose principal place of business is located at 1800 Wazee Street, Suite 500, Denver, Colorado 80202, and Miami-Dade County, a political subdivision of the State of Florida, whose principal place of business is located at 111 N.W. First Street, Miami, Florida 33128 ("Tenant").

LEASE OF PREMISES

Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, subject to all of the terms and conditions set forth herein, that certain property ("Premises"), which is further described below in *Item 4* of the Basic Lease Provisions, and as shown on the illustration attached hereto as ("Exhibit A"). The Premises is located in the Building described below in *Item 2* of the Basic Lease Provisions. The Building is located on that certain land (the "Land"), which is more particularly described below in *Item 3* of the Basic Lease Provisions, which is also improved with landscaping, parking facilities and other improvements, fixtures, common areas, and appurtenances now or hereafter placed, constructed, or erected on the Land.

BASIC LEASE PROVISIONS

1. **Tenant:** Miami-Dade County, a political subdivision of the State of Florida
2. **Building:** Prologis Beacon Center 27 comprised of a total of 46,510 square feet of rentable office space.
3. **Land (including Folio No.):** 35-3034-009-0010, approximately 282,704 square feet or approximately 6.49 acres
4. **Premises:** 8323 N.W. 12th Street, Building 27, Suites 212 and 214, Doral, Florida 33126, attached hereto and marked as Exhibit "A".
5. **Size of Premises:** 9,166 square feet (comprised of 6,112 square feet in Suite 212 and 3,054 square feet in Suite 214)
6. **Term:** The initial Term of this Lease (the "Term") is for five years (5), commencing on the Lease Commencement Date and expiring five (5) years thereafter.
7. **Renewal Option:** None.
8. **Base Rent:** \$21.98 per square foot during the first year of the Term.
9. **Rental Increases:** The initial Base Rent shall increase by three (3%) annually on the anniversary of the Commencement Date each year thereafter.

Base Rent:

8323 NW 12 Street, Suites 212 & 214			
Building 27, Second Floor			
Period	Monthly Base Rent	Annual Base Rent	Square Foot Cost
Year 1	\$16,789.06	\$201,468.72	\$21.98
Year 2	\$17,292.73	\$207,512.76	\$22.64
Year 3	\$17,811.51	\$213,738.12	\$23.32
Year 4	\$18,345.86	\$220,150.32	\$24.02
Year 5	\$18,896.23	\$226,754.76	\$24.74

10. **Initial Estimated Taxes:** \$3.02 per square foot during the first year of the Term, which, when calculated, equals \$27,681.32. Tenant shall be responsible to reimburse Landlord for taxes, pursuant to the terms and conditions of Article 7, of the Standard Lease terms.
11. **Service and Utilities:**
- (a) Water: Landlord during the Term hereof shall pay all charges for water used by Tenant.
 - (b) Electrical: Landlord shall, during the Term, and any extension thereof, pay all charges for electricity used by Tenant.
 - (c) Janitorial: Landlord, at its sole cost and expense shall perform or cause to be performed in the Premises, on a daily basis during the Term and any extension thereof, (except for Saturday, Sundays and holidays) after 5 p.m., the custodial and janitorial services with respect to the Premises pursuant to the terms outlined in "Exhibit B".
 - (d) Waste Disposal: Landlord during the Term hereof shall pay all charges for waste disposal used by Tenant.
12. **Cost for Build-out:** None, included in base rent.
13. **Security Deposit:** None.
14. **Lease Commencement Date:** The Commencement Date shall be the first (1st) day of the month following the date that this Lease is approved by the Miami-Dade County Board of County Commissioners (as evidenced by the adoption of a resolution approving this Lease), and after approval of the County Mayor or after the required ten (10) day veto period of the County Mayor has expired, or if the County Mayor vetoes this Lease, then after subsequent approval of two-thirds vote of the Miami-Dade County Board of County Commissioners. The Commencement Date will be confirmed by a Letter of Commencement pursuant to Paragraph 2(a) below.
15. **Termination Date:** Five (5) years after the Commencement Date.
16. **Right of Early Cancellation:** Tenant shall have the right to terminate the Lease at any time after the start of the twenty-fourth (24th) month of the Term by providing to the Landlord notice of termination, to be effective one hundred twenty (120) days after delivery.

17. **Holdover:** Holdover Base Rent shall be 100% month-to-month of the Base Rent in effect immediately prior to the Termination Date for the first six (6) months following the Termination Date, and 105% of the monthly Base Rent in effect immediately prior to the Termination Date thereafter.
18. **Broker(s)**
Landlord's Broker: State Street Realty.
Tenant's Broker: None.
19. **Number of Parking Spaces:** Tenant shall have the use of parking in common with other tenants on a first come first serve basis.
20. **Address for Notices:**

To Landlord:

AMB HTD – Beacon Centre, LLC
c/o Prologis, L.P.
8355 N.W. 12th Street
Doral, Florida 33126
Attention: Jason Tenenbaum,
Vice President

To Tenant:

Internal Services Department
Real Estate Development Division
111 N.W. First Street, Suite 2460
Miami, Florida 33128
Attention: Director
Email: Daniel.Chatlos@miamidade.gov
Steven.Mayers@miamidade.gov
Frederick.Villari@miamidade.gov

With a copy to:

Prologis, L.P.
8355 N.W. 12th Street
Doral, Florida 33126
Attention: Property Manager for
Prologis Beacon Centre

With a copy to:

County Attorney's Office
Miami-Dade County
111 N.W. First Street, 28th Floor
Miami, Florida 33128

and to:

Prologis, L.P.
1800 Wazee Street, Suite 500
Denver, Colorado 80202
Attention: General Counsel

21. **Place of Rent Payment:** All payments required to be made by Tenant to Landlord hereunder (or to such other party or at such location as Landlord may from time to time specify in writing) shall be made by Electronic Fund Transfer ("EFT") or Automated Clearing House ("ACH").

This Lease consists of the foregoing introductory paragraphs and Basic Lease Provisions (consisting of paragraphs 1 through 21), 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 Basic Lease Provisions, and the language in the Standard Lease Provisions, which follow, the Standard Lease Provisions shall control.

STANDARD LEASE PROVISIONS

1. **LEASE GRANT**

(a) Landlord hereby leases to the Tenant that certain Premises, which is located at 8323 N.W. 12th Street, Building 27, Suites 212 and 214, Doral, Florida 33126, consisting of 9,166 rentable square feet of space, on the second floor of the Building, which together is shown on the illustration that is attached hereto, marked as "Exhibit A", and is incorporated herein by reference.

(b) Landlord leases the Premises to the Tenant, and the Tenant hereby leases the Premises from the Landlord together with the right in common with others to use all appurtenances of the Building and the Land that are designated by the Landlord for the common use of tenants and others, such as sidewalks, unreserved parking areas, common corridors, elevator foyers, restrooms, vending areas and lobby areas (the "Common Areas") to the extent permitted by Landlord.

(c) Tenant hereby accepts the Premises in its current "as-is" "where-is" condition, with any and all faults.

(d) The Landlord hereby grants to the Tenant the non-exclusive right to use, in common with the Landlord and the other tenants of the Building and the Land, the portions of the Building and the Land intended to be used for common use, including, but not limited to parking lot areas if any, roads, driveways, passageways, landscaped areas, the lobby(ies), corridors, water fountains, elevators and elevator foyer to the extent permitted by Landlord.

2. TERM

(a) The initial Term shall be for a period of five (5) years, and shall commence on the Commencement Date and end on the Termination Date ("Term"). The date marking the beginning of the Lease shall be the Commencement Date, and shall be memorialized in a Letter of Commencement from Tenant to Landlord.

(b) Renewal Option: The parties hereby acknowledge and agree that the Tenant shall not have an automatic right to renew this Lease beyond the Termination Date.

(c) Holdover. If Tenant retains possession of the Premises after the expiration of this Lease, including any and all renewals or the earlier termination of this Lease, unless otherwise agreed in writing, such possession shall automatically become one of month-to-month tenancy, and the rent shall be at the "holdover" rent amount set forth in the Basic Lease Provisions, and all of the other terms and conditions of this Lease shall remain the same, and be applicable during such holdover period.

(d) Early Cancellation by the Tenant. The Tenant shall have the right to terminate the Lease at any time after the start of the twenty-fourth (24th) month of the Term by giving the Landlord notice of termination to be effective one hundred and twenty (120) days after delivery.

3. RENT

(a) The Tenant's obligation to pay rent, including Base Rent, and/or any other financial obligation shall begin on the Commencement Date.

(b) The Tenant agrees to pay Base Rent to the Landlord for the first (1st) year of the Term in the amount of Two Hundred One Thousand Four Hundred Sixty-Eight and 72/100 (\$201,468.72) Dollars, payable monthly in the amount of Sixteen Thousand Seven Hundred Eighty-Nine Dollars and Six Cents (\$16,789.06), which annual amount represents Twenty-one Dollars and Ninety-eight Cents (\$21.98) per square foot. Thereafter, commencing on the anniversary of this Lease, and every anniversary, thereafter, the Tenant agrees that the Base Rent shall be increased by three (3%) percent over the prior year's Base Rent, as illustrated above in *Item 9* of the Basic Lease Provisions. All payments shall be made via an EFT/ACH.

(c) All monthly installments of Base Rent shall be payable in advance on the first (1st) day of each calendar month during the Term hereof, with the exception of the month of October, which will be processed after

the close of the Tenant's fiscal year on September 30th of each year and which will be paid no later than October 31 of each year, and shall not be deemed late.

(d) The term "Base Rent" or "Rent" (the terms are interchangeable in this Lease) shall, unless otherwise agreed to by the parties, as evidenced in this Lease, refer to all rent, along with any and all charges, fees, costs, and/or expenses incurred by the Landlord in the ownership and/or operation of the Premises, the Building, and the Land, and is inclusive of any and all insurance, administrative fees, maintenance and repairs, and all other expenses related to the rental and use of the Premises by the Tenant.

4. **PURPOSE**

(a) The Tenant shall use the Premises for general office uses, not inconsistent with the character and type of tenancy found in comparable buildings utilized by governmental agencies and/or entities, provided such use and occupancy at all times, complies with all applicable laws, codes, rules and ordinances. The Premises shall not be utilized for any other purpose without the prior written consent of the Landlord, which consent shall not be unreasonably denied, withheld or delayed, unless expressly described herein this Lease. In no event may the Premises be used as a bank, savings and loan association or financial institution, credit union or a tenant that accepts financial deposits and/or offers or extends commercial loans, or containing any automated teller machine or similar type devise.

(b) The Tenant shall not, at any time, use or occupy the Premises, or permit any act or omission in or about the Premises, in violation of any law, statute, ordinance, or any governmental rule, regulation, or order, and the Tenant shall, upon written notice from the Landlord, discontinue any use of the Premises which is declared by any governmental authority to be a violation of law. If any law(s) shall, be reason of the nature of Tenant's use or occupancy of the Premises, impose any duty upon the Tenant or Landlord with respect to the following: (i) modification or other maintenance of the Premises; or (ii) the use, alteration, or occupancy thereof, the Tenant shall comply with such law at Tenant's sole cost and expense.

(c) The Tenant shall neither suffer nor permit the Premises, nor any part thereof, to be used in any manner, nor anything to be done therein, nor suffer or permit anything to be brought into or kept therein, which would in any way: (i) make void or voidable any fire or liability insurance policy then in force with respect to the Premises, the Building, and/or the Land; (ii) make unobtainable from insurance companies authorized to do business in the State of Florida and fire insurance with extended coverage, or liability, elevator, or other insurance required to be furnished by the Landlord under the terms of any lease or mortgage to which this Lease is subordinate at standard rates; (iii) cause or in the Landlord's reasonable opinion be likely to cause physical damage to the Premises, the Building, and/or the Land; (iv) constitute a public or private nuisance; (v) impair the appearance, character or look of the Building; (vi) discharge objectionable fumes, odors, or vapors into the air conditioning system of the Building, or into the Building flues or vents not designed to receive them or otherwise in such manner as may unreasonably offend other occupants of the Building; (vii) create unnecessary waste in, on or around the Premises, the Building, and/or the Land; and/or (viii) make any noise or set up any vibration which will disturb other tenants, except in the course of repair, or alterations, or at other times authorized by the Landlord.

5. **SERVICES AND UTILITIES**

The Landlord shall furnish, or cause to be furnished, to the Premises, the utilities and services described below, subject to the conditions and standards set forth in this Lease.

(a) Water. Landlord during the Term hereof shall pay all charges for water used by Tenant.

- (b) Electrical. Landlord shall, during the Term, and any extension thereof, pay all charges for electricity used by Tenant.
- (c) HVAC. During regular business hours, Monday through Friday (except for Saturdays, Sundays and holidays), the Landlord shall provide heating and air conditioning in season to both the Building, and the Premises, and at temperatures that are standard for comparable buildings in Miami-Dade County, or as are required by a governmental authority. Tenant, upon such advance notice as is reasonably required by the Landlord, shall have the right to receive HVAC services during non-regular business hours, however, the Tenant hereby agrees to pay the Landlord Thirty (\$30.00) Dollars per hour for the additional HVAC services, as additional rent, as such cost is reasonably determined by the Landlord. Further, the Landlord hereby agrees to have the coils and vents of the HVAC system cleaned and examined on a regular basis, and no less than on a bi-annual basis.
- (d) Elevator Service. The Landlord shall provide passenger elevator service to and from the Premises for the Tenant, and its agents, employees, invitees and licensees, in common with the other tenants of the Building, during regular business hours. Landlord shall provide, at minimum, limited elevator service for moving and loading, at such times as the Landlord shall determine in consultation with the Tenant.
- (e) Janitorial. The Landlord, at its sole cost and expense, shall perform or cause to be performed in the Premises, on a daily basis, during the Term and any extension thereof (except for Saturdays, Sundays and holidays), after 5 p.m., janitorial services with respect to the Premises as per terms outlined in "Exhibit B".

6. MAINTENANCE AND REPAIRS

(a) Landlord's Duties. Notwithstanding any other provisions of this Lease, the Landlord shall repair and maintain the structural portions of the Building, including, but not limited to, common areas of the Building; the elevator(s), plumbing, HVAC systems (including, but not limited to filters for HVAC), and electrical systems that are installed or furnished by the Landlord throughout the Building and the Premises, unless issues to the maintenance and repairs are caused by the negligence, or the intentional or willful act of the Tenant, its agents, 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 shall be solely responsible for any and all damages and repairs caused by the negligence or intentional or willful act of the Landlord, and/or its employees, agents and/or vendors. The Landlord shall maintain and keep in good order, condition, and repair the Building, including, but not limited to, the roof; foundation; the curtain wall, including any and all glass connections; all exterior doors; exterior locks on exterior doors and windows; ballasts, plumbing, fixtures, the Building ventilation system; elevators; Building telephone systems; alarm systems; the lobby(ies); the corridors; any and all flooring, including any carpeting or tile repair or replacement except for any flooring in the Premises; electrical closets; interior portions of the Building, both above and below grade which are not covered by this Lease; pest control; landscaping; walkways; pathways; sidewalks; and parking lot area. The Landlord shall comply with any and all building and zoning codes, as applicable. The Landlord shall make any and all required 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 Building equipment used by the Tenant in common with other tenants, 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 Building, the Premises, and/or the Land, 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 Building, the Premises, and/or the Land, which the Tenant reasonably believes is necessary to timely and properly operate its business functions,

and/or which present a reasonable concern for safety of 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, or such amount reduced from the Base Rent. Further, the Tenant shall have no liability to the Landlord for any damage, inconvenience or interference regarding the use or any damage to the Building, Premises, and/or Land as a result of performing any such work.

(a.1) Notwithstanding the forgoing, the Landlord shall make any and all necessary repairs to the HVAC system within three (3) days upon receiving any notice or complaint from the Tenant. If Landlord has not commenced such repairs to the HVAC system within such three (3) day period, Tenant shall have the right to make such temporary, emergency repairs to the HVAC system as may be reasonably necessary. Landlord shall reimburse Tenant for the reasonable, out-of-pocket costs incurred by Tenant in making such emergency repairs within thirty (30) days after submission by Tenant to Landlord of an invoice therefore, accompanied by reasonable supporting documentation for the costs so incurred.

(a.2) In order to minimize any disruption to the Tenant's use of the Premises, the Landlord shall notify the Tenant in advance, within at least 24 hour written notice (e-mail is acceptable written notice and will be considered delivered when sent), of any maintenance and/or repairs to be performed in the Premises, and/or which will affect the Premises, except in case of emergency in which case no prior notice is required. The Landlord and any of its employees, agents, and/or contractors shall be escorted throughout the Premises by an employee of the Tenant. 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-business 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.

(b) Tenant's Duties. 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 trade fixtures contained therein ("within the four walls") in a safe, clean, and neat condition, and otherwise in good order and repair (note, standard electrical and plumbing fixtures are not included). The Tenant shall maintain lavatory, toilet, wash basin, kitchen facilities, and any supplemental HVAC system (including all plumbing connected to said system installed by or on behalf of the Tenant). Further, the Tenant shall pay for the cost of any repairs to the Premises, the Building, or the Land made necessary by any negligence or willful misconduct of the Tenant, or any of its agents, vendors, employees, licensees, or invitees. 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 and repairs. Landlord shall have no liability to Tenant for any damage, inconvenience or interference with the use of the Premises by Tenant as a result of performing any such work.

(c) Supplemental HVAC System. The Tenant acknowledges and agrees that whenever a special HVAC system is installed in all or part of the Premises, at the direction or for the benefit of the Tenant, the Tenant shall enter into a regularly scheduled preventative maintenance and service contract, at the Tenant's sole cost and expense, which contract shall be either through a third-party agent or vendor of the Tenant, or by employees of an agency or department of the Tenant, which has the appropriate and experienced maintenance and service personnel for servicing such HVAC system and equipment, and shall provide the Landlord with a copy of the same. Any third-party contract shall be subject to the Landlord's prior approval, which approval will not be unreasonably withheld or delayed. Such contract shall include, at minimum, all services recommended by the equipment manufacturer and must be effective within sixty (60) days of installation of such HVAC system. The Landlord

shall maintain a copy of the manufacturer's warranty information, if any, and will cooperate with the Tenant to the extent warranty repairs are required.

7. TAXES

(a) Subject to reimbursement as provided below, Landlord shall pay all taxes, assessments, governmental charges, and fees payable to tax consultants and attorneys for consultation and contesting taxes (collectively referred to as "Taxes") that accrue against the Building or the Land during the Term. At Tenant's request the Landlord will provide Tenant with copies of the applicable tax bills. Landlord may contest the amount, validity, or application of any Taxes or liens thereof. If any tax or excise is levied or assessed directly against Tenant, or the Premises, or results from any alterations, additions, and/or improvements to the Premises made by Tenant, then Tenant shall pay such tax or excise as required by the taxing authority. Tenant shall be liable for all taxes levied or assessed against any personal property or fixtures placed in the Premises by Tenant even if levied or assessed against the Landlord. Tenant shall pay its Florida Sales Tax, if applicable, on a monthly basis along with its payment of Base Rent and Taxes.

(b) During each month of the Term, on the same date that Base Rent is due, Tenant shall pay Landlord an amount equal to 1/12 of the annual cost (prorated for any fractional calendar month), as estimated by Landlord, of Tenant's Proportionate Share (hereinafter defined) of Taxes for the Building or the Land. If Tenant's total payments of Taxes for any year are less than Tenant's Proportionate Share of actual Taxes for such year, then Tenant shall pay the difference to Landlord within 30 days after demand, and if more, then Landlord shall pay such refund to Tenant. Tenant's "Proportionate Share" shall be the Tenant's ratio of rentable square footage of the Premises to the total rentable square footage of the Building, which is 19.71%.

8. ALTERATIONS AND IMPROVEMENTS

(a) The Tenant shall make no alterations, additions, and/or improvements to the Premises, or any portion thereof, without obtaining the prior written consent of the Landlord. The Tenant shall submit any such request to the Landlord for approval at least thirty (30) days prior to the proposed commencement date of such work. Landlord may impose, as a condition to such consent, such requirements as the Landlord may deem necessary in its reasonable judgment, including the manner in which the work is performed, the times during which the work is to be accomplished, approval of all plans and specifications, and the procurement of all building permits and licenses and use of licensed and insured contractors. Further, the Landlord shall be entitled to post notices on and about the Premises with respect to the Landlord's non-liability for mechanics' liens in connections with alterations or improvements made by the Tenant, and Tenant shall not permit such notices to be defaced or removed. Tenant further agrees not to connect any apparatus, machinery, or device to the Building systems, including electric wires, water pipes, fire safety, and HVAC system, without the prior written consent of the Landlord.

(b) All alterations, improvements, and/or additions to the Premises shall be deemed a fixture, and thereby a part of the real estate and property of the Landlord, and shall remain upon and be surrendered with the Premises as a part thereof without molestation, disturbance or injury at the end of the Term, whether by expiration or otherwise, unless the Landlord, by notice given to the Tenant, shall elect to have the Tenant remove all or any such alterations, additions, and/or improvements (excluding non-movable office walls), and in such event, the Tenant shall promptly after the termination of this Lease, remove, at its sole cost and expense, such alterations, improvements, and/or additions, and restore the Premises to the condition in which the Premises was in prior to the making of the same, reasonable wear and tear excepted. Notwithstanding the foregoing, all moveable partitions, IT communication cabling and wiring, telephones, and other machines and equipment which are installed in the Premises by or for the Tenant, without expense to the Landlord, and can be removed without structural damage to, or defacement of, the Building or the Premises, and all furniture, furnishing, equipment and other articles of property owned by the Tenant, and located in or about the Premises (all of which are herein called the "Tenant's

Property”) shall be and remain the property of the Tenant, and may be removed by the Tenant at any time during the Term. However, if any of the Tenant’s Property is removed, Tenant shall repair or pay the cost of repairing any damage to the Building, and/or the Premises, resulting from such removal. All additions, improvements, and/or alterations which are to be surrendered with the Premises shall be surrendered with the Premises, as a part thereof, without cost to, or compensation by, the Landlord, at the end of the Term, or the earlier termination thereof. If Tenant fails to remove any of Tenant’s Property after vacating the Premises, without Landlord’s consent, the Landlord, at Tenant’s expense, may remove and either dispose of, or store, the Tenant’s Property and perform any other required clean-up and/or repairs to the Premises. Tenant, within sixty (60) days after receipt of an invoice from the Landlord, shall reimburse the Landlord for the reasonable cost incurred by the Landlord for the removal, and disposal or storing of Tenant’s Property, and the clean-up and/or repair of the Premises.

(c) If the Landlord permits persons hired, retained, or requested by the Tenant (other than employees of the Tenant) to perform any alterations, improvements, and/or additions to the Premises, then prior to the commencement of such work, the Tenant shall deliver to the Landlord sufficient proof evidencing the appropriate licenses, and insurance as reasonably required by the Landlord. Any and all such insurance shall name the Landlord as an additional insured, and shall provide that the same may not be canceled or modified without thirty (30) days prior written notice to the Landlord.

9. **RIGHT OF QUIET ENJOYMENT**

(a) If, and so long as, Tenant pays the Rent, and keeps and performs each and every term, covenant, and condition under this Lease, as required by the Tenant to be kept and performed, the Tenant shall quietly enjoy the Premises for the Term hereof, and any extension or renewal thereof, without unreasonable hindrance or molestation by the Landlord, or anyone claiming by, through or under the Landlord, subject to terms, covenants, and conditions of this Lease.

(b) Landlord shall pay any and all taxes and assessments so as not to jeopardize Tenant’s use and occupancy of the Premises. The Landlord, the foregoing notwithstanding shall be entitled to contest any tax or assessment which it deems to be improperly levied against the Premises, the Building, and/or the Land, so long as the Tenant’s use of the Premises is not interfered with throughout the Term.

10. **ASSIGNMENT AND SUBLETTING**

(a) The Tenant shall not permit any part of the Premises to be used or occupied by any person(s) other than the Tenant, and its employees, licensees, and invitees. Tenant shall not voluntarily, by operation of law, or otherwise, assign, sublease, transfer, or encumber this Lease, or any interest herein, or part with possession of all or any part of the Premises, without the Landlord’s prior written consent, which shall not be unreasonably withheld; provided that the Tenant may, without Landlord’s consent, assign or sublease the Premises to a different agency or department of the Tenant, and/or the State of Florida, including any department thereof at any time, and from time to time, so long as Tenant is not in default under this Lease. Any assignment or sublease without the Landlord’s prior written consent, as required herein, shall be void or voidable, at the Landlord’s discretion, and may, at Landlord’s election, constitute a default hereunder, notwithstanding Landlord’s acceptance of rent payments from any purported assignee or sub-tenant.

(b) Notwithstanding the foregoing, the Landlord agrees and consents to the subletting of this Lease to the State of Florida Department of Health, Miami-Dade County Health Department (“DOH”). The Landlord agrees to the delegation of all rights, duties, and responsibilities of the Lease Agreement to the Florida Department of Health, Miami-Dade County Health Department.

(c) In the event of any assignment or subletting, the Tenant shall remain fully liable for the performance of all of the terms and conditions of this Lease, unless the Landlord, in writing, consents to the Tenant being released from any further liability or responsibility under this Lease.

(d) Landlord's consent in one instance, and any other act or acts of Landlord or its agents, shall not be deemed to constitute consent to any subsequent assignment or subletting.

(e) To the extent that the Landlord's consent is necessary, the Tenant shall provide the Landlord with a copy of any proposed assignment or sublease of the Premises, and to the extent then available a copy of any document pursuant to which any such assignment or sublease may be made, at least thirty (30) days prior to the proposed effective date of the assignment or sublease. .

11. LIENS AND INSOLVENCY

Tenant shall keep the Premises, the Building, and the Land free from any liens arising out of any work performed, materials furnished, or obligations incurred by the Tenant. In the event any lien is filed against the Land or the Landlord's property as a result of or in connection with any work performed or materials furnished to Tenant or on Tenant's behalf, Tenant shall promptly discharge or satisfy said lien within thirty (30) days' of receipt of notice of such lien.

12. EMINENT DOMAIN

(a) If any part of the Premises, the Building, and/or the Land (not resulting in a total taking of the Premises, thereby causing a termination of this Lease) is taken under the power of eminent domain, or similar authority or power, or sold under imminent threat thereof, to any public or quasi-governmental authority or entity, this Lease shall terminate as to the part of the Premises so taken or sold, effective as of the date taking, or the date that delivery of possession is required, by such public or quasi-governmental authority or entity. The Rent for the remainder of the Term shall be reduced in the proportion that the Tenant's total square footage of the Premises is reduced by the taking. Further, the Tenant shall be entitled to recover and keep for itself from the public or quasi-governmental authority or entity any amount(s) necessary to compensate the Tenant for any and all damages, losses, and for any other reason attributable as a result of such taking, provided such amount is sought by Tenant directly against the public or quasi-governmental authority or entity directly and is not to be paid to Tenant from any payment made to Landlord as a result of such taking.

(b) If a total taking of the Premises, the Building, or the Land occurs, or if a partial taking or the sale of the Building, or the Land occurs, and it: (i) results in an inability of the Tenant to use the Premises for the Tenant's intended purpose, as determined by the Tenant; or (ii) renders the Building unviable or useless to the Tenant, this Lease shall terminate, with such termination being made effective thirty(30) days after the Tenant receives notice of such taking, or when the taking occurs, whichever is sooner.

(c) All condemnation awards and similar payments shall be paid and belong to the Landlord, except for any amounts awarded or paid specifically for Tenant's trade fixtures, loss of business, relocation costs, and other benefits that Tenant is otherwise entitled to receive under the law, if a separate award for such items is made to Tenant (provided Tenant's award does not reduce Landlord's award or attribute any value to the remaining leasehold interest). Nothing contained herein shall prevent or diminish the Tenant's right to deal on its own behalf with the condemning authority.

13. ACCESS OR ENTRY BY LANDLORD

(a) Upon forty-eight (48) hours written notice (e-mail is acceptable written notice and will be considered delivered when sent) to Tenant (except in the event of emergency), the Landlord or Landlord's employees, agents, and/or contractors may enter the Premises at reasonable times for the purpose of inspecting, altering, improving, or

repairing the Premises, or other portions of the Building, and for ascertaining compliance by Tenant with the provisions of this Lease. During the course of any such inspection, the Landlord, and/or its employees, agents, and/or contractors may be escorted by an employee of the Tenant throughout the Premises, provided that Tenant's failure to provide an escort shall not delay Landlord's access to the Premises.

(b) Landlord may also show the Premises to prospective purchasers, renters (but only within the last six (6) months of the Term or upon receipt of notice from Tenant of early termination of this Lease as provided for herein), or lenders during regular business hours, and upon 48 hours prior written notice to Tenant, provided that the Landlord shall not unreasonably interfere with the Tenant's business operations, or with Tenant's use and occupancy of the Leased Premises. During the course of any such showing of the Premises, the Landlord, and/or its prospective purchasers, renters, or lenders shall be escorted by an employee of the Tenant throughout the Premises.

(c) Landlord shall repair, at Landlord's expense, any damage to the Premises resulting from the exercise of the foregoing right of access by Landlord, or any of Landlord's employees, agents and/or contractors.

14. SIGNAGE

(a) All signs and symbols placed on the doors or windows or elsewhere about the Premises, which are visible from outside of the Premises, or upon any other part of the Building, including building directories, shall be subject to the approval of the Landlord, which approval shall not be unreasonably withheld or delayed. Tenant shall be permitted to place its logo, and/or shield, and/or flag inside the Premises, provided such logo, shield or flag is placed in an area or location which so as to not be visible from outside of the Premises.

(b) The Tenant shall be entitled to have its name displayed on any and all existing Building directories, if any; provided, however, in the event that the Tenant requests any changes to the initial display, the Tenant hereby agrees that any out-of-pocket costs incurred by the Landlord in connection with such changes shall be the responsibility of the Tenant, and shall be reimbursed by the Tenant within thirty (30) calendar days following receipt of an invoice and evidence of actual payment related thereto.

15. INSURANCE

(a) Landlord's Insurance. The Landlord will, during the Term, at its sole cost and expense, carry fire, windstorm, hail, flood (if in a 100-year flood zone), and extended coverage insurance on the improvements of the Premises and the Building to the full replacement value.

(b) Tenant's Insurance. The Tenant has an on-going self-insurance program, placed in the Premises by, or on behalf of, Tenant, covering worker's compensation insurance, general liability and automobile liability insurance covering employees and officials of Miami-Dade County, its managers, agents, invitees and contractors, and all premises owned or occupied by Miami-Dade County, and will cover Landlord, subject to Florida Statutes, Section 768.28. Since Tenant does not carry insurance with an insurance company, certificates of insurance are not available. However, in compliance with and subject to the limitations of Florida Statutes, Section 768.28 and Chapter 440, the Tenant agrees and has provided the letter attached hereto and made a part hereof as Exhibit "C," to process any claims that may arise and the same protection will be afforded as would be provided by a policy of insurance. Nothing in this Section shall reduce Tenant's obligations under this Lease. Tenant's procurement and/or maintenance of self-insurance shall not be construed as full performance of the indemnification and hold harmless provisions of this Lease; subject however, to applicable Florida Statutes including, without limitation Section 768.28.

Any all risk property insurance obtained by Landlord and Tenant shall include a waiver of subrogation by the insurers and all rights based upon an assignment from its insured, against Landlord or Tenant, their officers, directors, employees, managers, agents, invitees and contractors, in connection with any insured loss or damage.

Neither party, nor its officers, directors, employees, managers, agents, invitees or contractors, shall be liable to the other for loss or damage caused by any risk coverable by all risk property insurance, and each party waives any claims against the other party, and its officers, directors, employees, managers, agents, invitees and contractors for such loss or damage. The failure of a party to insure its property shall not void this waiver. Neither party, nor its officers, directors, employees, managers, agents, or contractors, shall be liable to the other for any business interruption loss incurred, and each party waives any claims against the other party, and its officers, directors, employees, managers, agents, and contractors for such business interruption loss from any cause whatsoever, including, but not limited to damage caused in whole or in part, directly or indirectly, by the negligent acts of the other party at the Premises or the Building.

Further, the Landlord hereby acknowledges that the Tenant's Sublessee, the State of Florida, Department of Health, is also self-insured.

16. **INDEMNIFICATION**

(a) 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 Lease by the Landlord or its employees, agents, servants, partners, principals or subcontractors. Landlord shall pay all claims and losses in connections therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Tenant, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Landlord expressly understands and agrees that any insurance protection required by this Lease 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.

(b) Tenant does hereby agree to indemnify and hold harmless the Landlord to the extent and within the limitations of Section 768.28, Florida Statutes (the "Statute"), 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 set forth in the Statute, or any claim or judgments or portions thereof, which, when totaled with all other occurrence, exceeds the sum set forth in the Statute 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.

17. **HAZARDOUS MATERIALS**

(a) Landlord represents to Tenant that to Landlord's current, actual knowledge there are no Hazardous Materials in reportable quantities at the Building. The phrase "current, actual knowledge of Landlord" shall mean and refer only to the best of the current, actual knowledge of the officers of Landlord having direct, operational responsibility for the Building, with the express limitations and qualifications that the knowledge of any contractor or consultant shall not be imputed to Landlord, and none of such officers has made any special investigation or inquiry, and none of such officers has any duty or obligation of diligent investigation or inquiry, or any other duty or obligation, to acquire or to attempt to acquire information beyond or in addition to the current, actual knowledge of such persons.

(b) The term "Hazardous Materials" shall mean any substance, material, waste, gas, or particulate matter which at the time of the execution of this Lease or any time thereafter is regulated by any local governmental authority, the State of Florida, and/or the United States Government, including, but not limited to, any material or substance which is: (i) defined as a "hazardous material", "hazardous substance", "extremely hazardous waste", or "restricted hazardous waste" under any provision of the State of Florida and/or the United States Government; (ii)

petroleum; (iii) asbestos; (iv) polychlorinated biphenyl; (v) radioactive material; (vi) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C., Section 1251, et seq. (33 U.S.C., Section 1371); (vii) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C., Section 6901 et seq (42 U.S.C., Section 6903); (viii) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act 42 U.S.C., Section 9601 et seq. (42 U.S.C. Section 9601).

(c) Intentionally omitted.

(d) The Tenant represents and warrants to the Landlord that no Hazardous Materials, as defined above, shall be brought into or will be handled, stored, discharged, placed, or disposed of at, on, or under the Premises, the Building or the Land by Tenant, or any of its employees, agents, contractors, licensees, and/or invitees.

18. **DESTRUCTION OF, OR DAMAGE TO, THE PREMISES**

If the Premises, or any part thereof, or any appurtenance thereto, is so damaged by fire, casualty or structural defects, such damage or defects not being the result of any act of negligence by Tenant, or by any of Tenant's agents, employees, vendors, or invitees, that the Premises cannot be used for Tenant's purposes, which damage cannot be repaired within sixty (60) days, then Tenant shall have the right at any time within ninety (90) days following damage to the Premises to elect by notice to Landlord to terminate this Lease as of the date of such notice. In the event of minor damage is sustained to any part of the Premises, such damage or defects not being the result of any act of negligence by Tenant, or by any of Tenant's agents, employees, vendors, or invitees, and if such damage does not render the Premises unusable for Tenant's purposes, Landlord shall promptly repair such damage at the cost of the Landlord. In making the repairs called for in this paragraph, Landlord shall not be liable for any delays resulting from *force majeure*. Tenant shall be relieved from paying rent and other charges during any portion of the Term that the Premises is uninhabitable, inoperable, or otherwise unfit for occupancy, or use, in whole or in part, for Tenant's purposes. Rent payments and other charges paid in advance for any such periods shall be credited on the next ensuing payment, if any, but if no further payments are to be made, any additional or remaining advance payments shall be refunded to Tenant. The provisions of this paragraph extend not only to the matters aforesaid, but also to any occurrence which is not caused by the direct or indirect action of Tenant or by any of Tenant's agents, employees, vendors, or invitees, and which is beyond Tenant's reasonable control and reasonable efforts, which renders the Premises uninhabitable, inoperable or otherwise unfit for occupancy or use, in whole, for Tenant's purposes as set forth in Section 4 (a) hereof.

19. **TENANT'S DEFAULT AND REMEDIES**

(a) It shall be an "Event of Default" if: (i) Tenant fails to pay Rent, or any other charges, when such payment by Tenant is due hereunder, and such failure continues for fifteen (15) business days after receipt of written notice thereof was made to Tenant by the Landlord; (ii) Tenant violates or fails to perform any of the other conditions, covenants, or agreements under this Lease, and such violation or failure continues for thirty (30) calendar days after written notice thereof to Tenant by Landlord, or (iii) if such default cannot be cured within such thirty (30) day period. Then If, the Tenant commences to cure the default within the thirty (30) day period, but fails to proceed diligently and fully cure the default within ninety (90) days; (iv) Tenant makes a general assignment for the benefit of creditors, or files a petition for bankruptcy, or other reorganization, liquidation, dissolution, or similar relief; (v) a proceeding is filed against the Tenant seeking bankruptcy, reorganization, liquidation, dissolution, or similar relief, which would have a direct impact upon this Lease, and which is not dismissed within one hundred twenty (120) calendar days; (vi) a trustee, receiver, or liquidator is appointed by a court of competent jurisdiction, for the Tenant, or a substantial part of its property and/or assets; (vii) Tenant's

interest under this Lease is taken upon execution or by other process of law directed against the Tenant; (viii) Tenant mortgages, assigns (except as expressly permitted in this Lease), or otherwise encumbers Tenant's interest under this Lease.

(b) If an Event of Default occurs, the Landlord may: (i) without obligation to do so, and without releasing the Tenant from any obligation under this Lease, make any payment or take any action the Landlord may deem necessary or desirable to cure such Event of Default, and the reasonable cost thereof shall be reimbursed by the Tenant to the Landlord within thirty (30) business days from Tenant's receipt of Landlord's written demand for reimbursement (such demand for reimbursement shall contain all supporting documentation, including, but not limited to invoices, cancelled checks, releases, photographs, and other evidence establishing that the work was completed and properly paid for by the Landlord); (ii) terminate this Lease; (iii) with or without terminating this Lease, after legal proceedings, retake possession of the Premises, and remove Tenant's personal property from the Premises, and store such personal property in a reasonable manner, at Tenant's expense, all without being liable for trespass; and/or (iv) exercise any other legal remedy permitted by law after adjudication by a court of competent jurisdiction, on account of such Event of Default. All remedies of Landlord under this Lease shall be cumulative, and the exercise of any such remedies shall not prevent the concurrent or subsequent exercise of any other remedy.

(c) If the Landlord, in accordance with law, elects to take possession without terminating this Lease, then such repossession shall not relieve the Tenant of its obligations and liabilities under this Lease, all of which shall survive such repossession. In the event of such repossession, the Tenant shall pay to the Landlord, as Rent, all Rent which would be payable hereunder if such repossession had not occurred, less the net proceeds, if any, of any reletting of the Premises, after deducting the Landlord's expenses in connection with such reletting, and rental concessions. Tenant shall pay such Rent to the Landlord on the days on which such Rent would have been payable hereunder if possession had not been retaken.

20. **LANDLORD'S DEFAULT AND REMEDIES**

(a) Except as otherwise specified in this Lease, if the Landlord defaults in the performance of any term, condition, and/or covenant hereof, and such default continues for thirty (30) days after receipt of notice from the Tenant, or if the default cannot be reasonably cured within thirty (30) days then for a reasonable period of time thereafter up to a maximum of sixty (60) days, then the Tenant may, at its option, but subject to the other terms, condition, and covenants of this Lease, terminate this Lease upon sixty (60) days prior written notice to the Landlord. Further, Tenant also reserves the right, at its option, to cure any of the Landlord's defaults, after written notice to the Landlord, which default is not cured by Landlord within thirty (30) days after receipt of such written notice, or in the event such default cannot be reasonably cured within thirty (30) days, provided Landlord has not commenced to cure such default within such thirty (30) day period, and the Landlord shall immediately (within thirty (30) calendar days) reimburse the Tenant for all reasonable and customary costs and expenses, including, but not limited to labor and materials.

(b) Notwithstanding anything else set forth in this Lease, in the event the Landlord defaults on any of the terms, conditions, and/or covenants of this Lease, the Tenant shall be entitled to pursue any and all remedies available to the Tenant at law, or in equity, including, but not limited to the right of Specific Performance.

21. **ATTORNEYS' FEES**

In the event either party requires the services of an attorney in connection with enforcing any of the terms, covenants, and/or conditions of this Lease, or in the event a lawsuit is brought for the recovery of any Rent due under this Lease, or for any other sum or amount, or for the breach of any term, covenant, and/or condition of this Lease, or for return of the Premises to the Landlord and/or eviction of the Tenant during the term, or after the expiration thereof, each party shall be responsible for its own attorneys' fees, and for any and all other legal costs

and expenses, including, but not limited to, expenses associated with expert witnesses, whether incurred at trial, on appeal, or otherwise.

22. **TENANT'S SUBORDINATION TO MORTGAGE**

It is specifically acknowledged and agreed that by and between the Landlord and the Tenant that the Landlord may, from time to time, secure a construction loan and/or mortgage on the Premises, the Building, and/or the Land from a bank, savings and loan institution, insurance company, or other recognized lending institution; and that this Lease is and shall be subordinate to the lien of said construction loan and/or mortgage; and the Tenant hereby agrees that it will execute such subordination and non-disturbance agreements, or other documents, as may be reasonably required by such lending institution, provided however, that the loan documents, mortgage, and/or subordination agreement, as the lending institution may direct, shall contain a provision which states, in effect, that the Tenant shall not be disturbed in its possession and occupancy of the Premises during the Term so long as no default exists under this Lease.

23. **CONDITION OF PREMISES AT TERMINATION**

(a) Upon the expiration or earlier termination of this Lease, the Tenant will quit and surrender the Premises in good order and repair in the same condition as the Premises was delivered to the Tenant under the prior lease between Landlord and Tenant, with reasonable wear and tear excepted. The Premises shall be left by the Tenant in broom swept condition. However, the Tenant shall not be obligated to repair any damage, which the Landlord is required to repair at Landlord's sole cost and expense pursuant to the terms of this Lease. Any and all fixtures, window treatments, keypads, and keys, at the expiration or earlier termination of this Lease, shall revert back to the Landlord.

(b) If the Tenant, after the commencement of this Lease, installed any shelving, lighting, communication cabling, supplemental HVAC systems, portable partitions, and/or any trade fixtures; and/or if the Tenant installed any signs, or other standard identification of the Tenant, then, any item, property, or fixture so installed shall be and remain the property of the Tenant, which the Tenant may remove at the expiration or early termination of this Lease, provided that in such removal the Tenant shall repair any and all damage occasioned to the Premises, in a good and workman-like manner. The Tenant shall not remove any fixtures, equipment, and/or additions which are normally considered in the real estate industry to be affixed to realty such as, but not limited to, electrical conduit and wiring, panel or circuit boxes, terminal boxes, central HVAC, duct work, and plumbing fixtures.

24. **NOTICES**

All notices by the Landlord or the Tenant, to the other party, shall be delivered by either hand delivery or email (to the email address listed below, if provided), or by a nationally recognized courier, such as FedEx, or DHL, or by the United States Postal Service, sent Certified Mail, return receipt requested, postage paid, and addressed to the party as follows:

To Tenant: Miami-Dade County
Internal Services Department
111 N.W. First Street, Suite 2460
Miami, Florida 33128
Attention: Director
Email: Daniel.Chatlos@miamidade.gov
Steven.Mayers@miamidade.gov
Frederick.Villari@miamidade.gov

with a copy to: County Attorney's Office

111 N.W. First Street, 28th Floor
Miami, Florida 33128

To Landlord: AMB HTD – Beacon Centre, LLC
c/o Prologis, L.P.
8355 N.W. 12th Street
Doral, Florida 33126
Attention: Jason Tenenbaum, Vice President

with a copy to: Prologis, L.P.
8355 N.W. 12th Street
Doral, Florida 33126
Attention: Property Manager for Prologis Beacon Centre

and to: Prologis, L.P.
1800 Wazee Street, Suite 500
Denver, Colorado 80202
Attention: General Counsel

or to such other address as either party may designate in writing from time to time. If notice is delivered by hand, and signed by the recipient, the notice shall be deemed served on the date of such delivery. If notice is sent by courier, or by Certified Mail, then notice shall be deemed served five (5) business days after the date the notice was given to the courier or deposited in a United States Post Office receptacle, unless proof of earlier delivery is obtained or provided.

25. **LANDLORD'S REPRESENTATIONS AND COVENANTS.**

Landlord hereby represents and covenants to Tenant 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, and no further action or approval is required in order to constitute this Lease as a binding and enforceable obligation of the Landlord.

(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.

26. **TENANT'S REPRESENTATIONS AND COVENANTS**

Tenant hereby represents and covenants to the Landlord the following:

(a) Tenant hereby represents and covenants to Landlord that 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 the Tenant, has the authority to bind the Tenant, and to enter into this transaction and Tenant has taken all requisite action and steps to legally authorize it to execute, deliver and perform pursuant to this Lease, subject to the approval of the Board of County Commissioners and/or the County Mayor, or the County Mayor's designee as set forth herein.

(b) Tenant understands that it has the right, at its sole cost and expenses, to continue, or otherwise install, a burglar alarm system for its benefit, and to install an antenna, cellular or booster system within the Premises, or within the Building, to provide better cellular telephone reception primarily for the Tenant, and its employees.

27. **FORCE MAJEURE**

Except for monetary obligations, in the event that the Tenant or the Landlord shall be delayed, hindered in, or prevented from, the performance of any act or obligation required under this Lease by reason of a strike, lockout, inability to procure materials, failure of power, restrictive government laws or regulations, riots, insurrection, or another reason beyond their control, the prevented party shall provide notice to the other party, and the performance of such act shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

28. **RADON GAS**

Radon gas is a naturally occurring radioactive gas that when it has accumulated in a building or structure in sufficient quantities may present health risks to persons who are exposed to it over time. Levels of radon gas that exceed federal and state guidelines have been found in buildings in Florida. The Tenant hereby acknowledges that additional information regarding radon gas, and radon testing, may be obtained from the county health department.

29. **MISCELLANEOUS**

A.) Severability. If any provisions of this Lease or the application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Lease, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue valid and be enforced to the fullest extent permitted by law.

B.) Captions. The article headings and captions of this Lease are for convenience and reference only and in no way define, limit or describe the scope or intent of this Lease nor in any way affect this Lease.

C.) Relationship of Parties. This Lease does not create the relationship of principal and agent, or of mortgagee and mortgagor, or a partnership, or a joint venture, or of any association between Landlord and Tenant, the sole relationship between Landlord and Tenant being that of landlord and tenant, or lessor and lessee.

D.) Recording. A Memorandum of this Lease or a full copy hereof, may be recorded by either party among the Public Records of Miami-Dade County, Florida, at the sole cost of the party filing the document. Further, the Tenant shall file a copy of this Lease with the Miami-Dade County Clerk of the Board.

E.) Construction. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the party or parties may require. The parties hereby acknowledge and agree that each was properly represented by counsel and this Lease was negotiated and drafted at arm's length so that the judicial rule of construction to the effect that a legal document shall be construed against the draftsman shall be inapplicable to this Lease which has been drafted by counsel for both Landlord and Tenant.

F.) Entire Agreement. It is expressly understood and agreed that this Lease contains all of the terms, covenants, conditions, and agreements between the parties hereto relating to the subject matter of this Lease, and that no prior agreements, contracts, or understandings, either oral or written, pertaining to the same shall be valid or of any force and/or effect. This Lease contains the entire agreement between the parties hereto, and shall not be amended, modified, or changed in any manner except by a written instrument, which is approved by the Board, and signed by the County Mayor, or the County Mayor's designee.

G.) Performance. As otherwise described in this Lease if there is a default with respect to any of Landlord's covenants, warranties, obligations, or representations under this Lease, and if the default continues for more than thirty (30) days after notice in writing from Tenant to Landlord specifying the default breach (or such longer period as may be required in order to effect the cure, provided Landlord commences the cure within the thirty (30) day period and diligently prosecutes the cure to completion), in the event of an emergency (being defined as an imminent threat of personal injury to Tenant's employees or material damage to Tenant's equipment or other property at the Premises), and provided such default is curable wholly within or about the Premises and so long as the cure will have no adverse effect on the other tenants of the Building, Tenant may, at its option and without affecting any other remedy hereunder, cure such default and deduct the cost thereof from the next accruing installment or installments of Rent payable hereunder until Tenant shall have been fully reimbursed for such expenditures. If this Lease terminates prior to Tenant receiving full reimbursement, Landlord shall pay the unreimbursed balance to Tenant on demand.

H.) Successors and Assigns. The terms herein contained shall bind and inure to the benefit of Landlord, its successors and assigns, and to the Tenant, its successors and assigns (including any subtenants or assignees as appropriate and applicable), except as may be otherwise provided herein.

I.) Holidays. It is hereby agreed and declared that whenever the day on which a payment is due under the terms of this Lease, or the last day on which a response is due to a notice, or the last day of a cure period, falls on a day which is a legal holiday in Miami-Dade County, Florida, or on a Saturday or Sunday, and/or state or federal holiday, then such due date or cure period expiration date shall be postponed to the next following business day.

J.) Days. Any mention in this Lease of a period of days for performance, unless otherwise described herein, shall mean calendar days.

K.) Waiver. 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.

L.) Exhibit and Schedules. Each and every Exhibit and/or Schedule referred to in this Lease is incorporated herein by reference. The Exhibits and Schedules, even if not physically attached, shall still be treated as if they were part of this Lease.

M.) Time is of the Essence. Time is of the essence with regards to all of the terms, conditions, and covenants of this Lease.

N.) Venue, Conflict of Laws, and Jurisdiction. The parties hereby acknowledge and agree that venue shall be in Miami-Dade County, Florida. The laws of the State of Florida shall govern the interpretation, validity, performance, and enforcement of this Lease.

O.) Brokers. Landlord and Tenant hereby represent and agree that except for any brokers listed in the Basic Lease Provisions, no real estate broker or other person is entitled to claim a commission as a result of the execution and delivery of this Lease.

P.) Estoppel Certificates. Tenant agrees, from time to time, within thirty (30) days after request of Landlord, to execute and deliver to Landlord, or Landlord's designee, any estoppel certificate requested by

Landlord, stating that this Lease is in full force and effect, the date to which rent has been paid, that Landlord is not in default hereunder (or specifying the nature of Landlord's default), the Termination Date of this Lease and such other standard matters pertaining to this Lease of which the Tenant is aware and as may be requested by Landlord. Tenant's obligation to furnish each estoppel certificate in a timely fashion is a material inducement for Landlord's execution of this Lease. No cure or grace period provided in this Lease shall apply to Tenant's obligations to timely deliver an estoppel certificate.

Landlord agrees, from time to time, within thirty (30) days after request of Tenant, to execute and deliver to Tenant, or Tenant's designee, any estoppel certificate requested by Tenant, stating that this Lease is in full force and effect, the date to which rent has been paid, that Tenant is not in default hereunder (or specifying in detail the nature of Tenant's default), the Termination Date of this Lease and such other matters pertaining to this Lease as may be requested by Tenant. Landlord's obligation to furnish each estoppel certificate in a timely fashion is a material inducement for Tenant's execution of this Lease. No cure or grace period provided in this Lease shall apply to Landlord's obligations to timely deliver an estoppel certificate.

[THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK]
[ONLY THE SIGNATURE PAGE REMAINS]

IN WITNESS WHEREOF, Landlord has caused this Lease to be executed by its duly authorized representative, and Tenant has caused this Lease to be executed in its name by the County Mayor, as authorized by the Board of County Commissioners; all on the day and year first hereinabove written.

(OFFICIAL SEAL)

LANDLORD
AMB HTD - BEACON CENTRE, LLC, a
Florida limited liability company

Signed in the presence of:

Print Name: _____

Print Name: _____

By: Prologis, L.P., a Delaware limited
partnership, its sole member
By: Prologis, Inc., a Maryland corporation, its
general partner

By: _____
Jason Tenenbaum, Vice President

(OFFICIAL SEAL)
ATTEST:
HARVEY RUVIN, CLERK

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

By: _____
Deputy Clerk

By: _____
Name: Daniella Levine Cava
Title: Mayor

Approved by the County Attorney as
To form and legal sufficiency. _____

EXHIBIT A

Premises: 8323 N.W. 12th Street, Building 27, Suites 212 and 214, Doral, Florida 33126

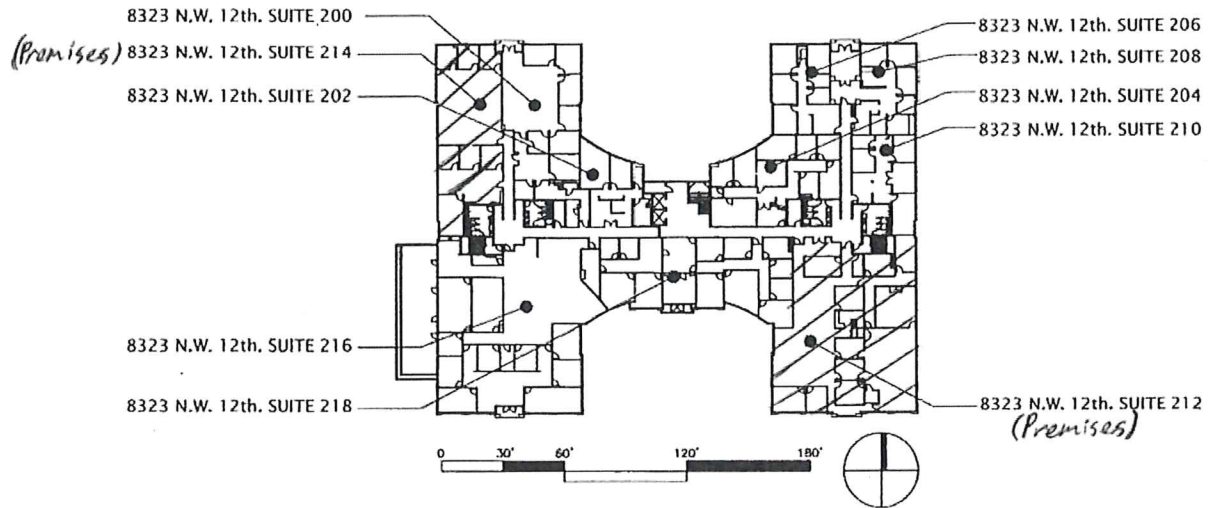


EXHIBIT B
JANITORIAL SERVICES

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 bathroom tissue, paper towels, trash receptacles liners and hand soap. All supplies are to be of good quality acceptable in the janitorial profession and of satisfactory quality suitable to the need of personnel.

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: Clean/Wax LVT and VCT per Prologis standard with proper equipment and supplies.
- Semiannually: Machine clean carpets and other areas if their condition so dictates.
Reseal and professionally clean/wax LVT and VCT areas per Prologis standard.
- 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 diffusers and wipe dust off light bulbs.

c. WINDOWS AND GLASS

- Daily: Spot clean entrance and vicinity glass both inside and outside.
- Semiannually: Clean inside of external windows.

d. WATER FOUNTAINS (if applicable)

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

e. FURNISHINGS

- Daily: Dust tables, chairs, credenzas, file cabinets, bookcases, etc.
- Weekly: Dust and clean all ornamental wall decorations, pictures etc.

Dust window treatments.

Semiannually: Vacuum 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.

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 tissues, towels, and soap.

Monthly: Clean ceramic tile surfaces with stronger cleaner or bleach.

h. LOUNGE AND KITCHEN AREAS

Daily: Clean and sanitize sinks and counter areas.

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

I. EXTERIOR

Sweep outside area immediately adjacent to building entrances and keep surrounding areas free of trash.

Empty outside trash receptacles.

Maintain exterior access areas such as sidewalks and courtyards, etc.

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.

EXHIBIT C
MIAMI-DADE COUNTY SELF-INSURANCE LETTER



Internal Services Department
Risk Management Division
Property & Casualty Unit
111 NW 1st Street • Suite 2340
Miami, Florida 33128
T 305-375-5442 F 305-375-1477

December 2, 2020

Mr. Gregory Scott
Vice-President
AMB HTD — Beacon Centre, LLC
C/O Prologis, L.P.
8355 N.W. 12th Street
Doral, Florida 33126

Dear Mr. Scott

RE: Miami-Dade County /Prologis Lease

This is to inform you that Miami-Dade County has an on-going self-insurance program for Worker's Compensation, General Liability and Automobile Liability covering employees and officials of the County.

Since the County does not carry insurance with an insurance company, we cannot provide you with a Certificate of Insurance.

However, in compliance with and subject to the limitations of Florida Statutes, Section 768.28, - Negligence, the monetary limits are Two Hundred Thousand Dollars (\$200,000.00) per person and Three Hundred Thousand (\$300,000.00) per incident and Chapter 440- Workers' Compensation - no limits. Provisions have been made in this office to process any claims that may arise and the same protection will be afforded as would be provided by a policy of insurance.

Sincerely,


Baunie McConnell, JD
Risk Management Division Director

BM/ml

EXHIBIT B

Sketch and Legal Description of the Property

Premises: 8323 N.W. 12th Street, Building 27, Suites 212 and 214, Doral, Florida 33126

