

MEMORANDUM

Agenda Item No. 8(F)(1)

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

DATE: September 1, 2022

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving terms of an Office Lease between 4705-4795 NW 183 Street, LLC, a Florida limited liability company, as landlord and Miami-Dade County, as tenant for the premises located at 4737, 4739, and 4741 NW 183 Street, Miami, Florida, to be utilized by the State of Florida, Department of Health; and approving the Assignment and Assumption of Lease Agreement between Miami-Dade County and the State of Florida, Department of Health, for the use and occupancy of the property, for a five year-term with two, five-year renewal options; and authorizing the County Mayor to execute the Lease, the Assignment and Assumption Agreement, and exercise any and all other rights conferred therein and to take all actions necessary to effectuate same

Resolution No. R-790-22

The accompanying resolution was prepared by the Internal Services Department and placed on the agenda at the request of Prime Sponsor Vice-Chairman Oliver G. Gilbert, III.



Geri Bonzon-Keenan
County Attorney

GBK/gh

Date: September 1, 2022

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

From: Daniella Levine Cava 
Mayor

Subject: Office Lease Agreement between Miami-Dade County and 4705-4795 NW 183 Street, LLC, for Property located at 4737, 4739, and 4741 NW 183 Street, Miami, Florida and an Assignment and Assumption of Lease Agreement to the State of Florida, Department of Health
Lease No.: 30-2106-018-0010-L01

Summary

This item is for an Office Lease that is being entered into on behalf of the State of Florida Department of Health (State DOH) in Miami-Dade County. The office space will be mainly utilized for the continued operation of the State DOH Carol City's Women, Infants, and Children's office. The previous Lease expired on March 31, 2021; however, the State DOH has remained in occupancy of the property, in holdover status. During the holdover period, the prior landlord sold the property to a new owner which resulted in an additional delay in the execution of the Lease. Throughout the holdover period, the State DOH continued to pay rent equivalent to 100 percent of the monthly rental rate in effect prior to the expiration of the lease agreement.

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the Office Lease Agreement (Lease) between Miami-Dade County (County) and 4705-4795 NW 183 Street, LLC (Landlord), a Florida limited liability company, for the use of property located at 4737, 4739, and 4741 NW 183 Street, Miami, Florida (Premises), to be utilized as general office space by the State DOH, and an Assignment and Assumption of Lease Agreement between the County and the State DOH. More specifically, the resolution does the following:

- Approves the lease of approximately 2,700 square feet of office space, to include parking in common with other tenants (Exhibit A);
- Authorizes a lease term of five years with two, five-year options to renew (Attachment 1 to the Resolution); and
- Authorizes an assignment and assumption of a lease agreement with the State DOH (Exhibit C as part of Attachment 1 to the Resolution).

Scope

The Premises is located in Commission District 1, which is represented by Vice Chairman Oliver G. Gilbert III. Written notice of the Lease was provided to the District Commissioner.

Fiscal Impact/Funding Source

This is a revenue generating lease for the County.

The Internal Services Department (ISD) provides and receives compensation for lease management services in accordance with Resolution No. R-110-22. The total amount payable to the County for lease management fees for initial five-year term and two, five-year renewal options is \$62,294.40. The lease management fee is equal to five percent of the base rent and is for the administration of the lease.

The State DOH will pay a total of \$70,336.35 in base rent to the landlord and lease management fees to the County in the initial year. The base rent includes certain operating expenses, such as real

estate taxes, insurance, and administrative fees. The annual base rent increases by three percent after the initial year, including during the renewal option periods. The State DOH shall also pay for janitorial services, water, waste disposal, and its consumption of electricity.

The total fiscal impact for rent and lease management fees from the State DOH, for the initial five-year lease term, including the two, five-year options to renew, is estimated to be \$1,308,182.40. The performance of the State DOH, including its obligation to pay under the Lease, is contingent upon an annual appropriation by the State of Florida legislature.

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

4500-4698 NW 183 Street, Miami Gardens, Florida - \$30 per square foot on an annual basis. Tenant is responsible for all operating costs and expenses.

4795-4897 NW 183 Street, Miami, Florida - \$30 per square foot on an annual basis. Tenant is responsible for all operating costs and expenses.

4705 NW 183 Street, Miami, Florida - \$22 per square foot on an annual basis. Tenant is responsible for all operating costs and expenses.

Track Record/County Monitor

The County has no record of negative performance issues with the Landlord. The Lease and the Assignment and Assumption of Lease Agreement were prepared by the Real Estate Development Division of the Internal Services Department. Cindy Ramos-Leal is the Lease Monitor.

The Landlord's corporate representative is Elie Foureti, Manager of 4705-4795 NW 183 Street, LLC.

Delegated Authority

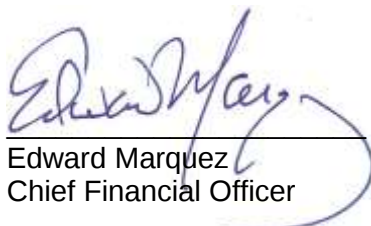
This item authorizes the County Mayor or the County Mayor's designee to execute the Lease and the Assignment and Assumption, and to exercise all other rights conferred therein.

Background

Resolution No. R-61-11, approved by the Board on February 1, 2011, authorized the previous lease agreement with the County, including the assignment of that lease agreement to the State DOH for an initial term of five-years, with one, five-year renewal option. The previous lease agreement expired on March 31, 2021. Since its expiration, the State DOH has remained on the Premises on a month-to-month basis under the holdover provision with the Landlord's permission, while the State DOH sought approval to enter into a new lease.

The County shall have the right to terminate the Lease early by providing the Landlord written notice of at least 90 days in advance of the termination date.

Attachments



Edward Marquez
Chief Financial Officer



MEMORANDUM

(Revised)

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

DATE: September 1, 2022

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
Veto _____
Override _____

Agenda Item No. 8(F)(1)
9-1-22

RESOLUTION NO. R-790-22

RESOLUTION APPROVING TERMS OF AN OFFICE LEASE BETWEEN 4705-4795 NW 183 STREET, LLC, A FLORIDA LIMITED LIABILITY COMPANY, AS LANDLORD AND MIAMI-DADE COUNTY, AS TENANT FOR THE PREMISES LOCATED AT 4737, 4739, AND 4741 NW 183 STREET, MIAMI, FLORIDA, TO BE UTILIZED BY THE STATE OF FLORIDA, DEPARTMENT OF HEALTH; AND APPROVING THE ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE STATE OF FLORIDA, DEPARTMENT OF HEALTH, FOR THE USE AND OCCUPANCY OF THE PROPERTY, FOR A FIVE YEAR-TERM WITH TWO, FIVE-YEAR RENEWAL OPTIONS; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE LEASE, THE ASSIGNMENT AND ASSUMPTION AGREEMENT, AND EXERCISE ANY AND ALL OTHER RIGHTS CONFERRED THEREIN AND TO TAKE ALL ACTIONS NECESSARY TO EFFECTUATE SAME

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

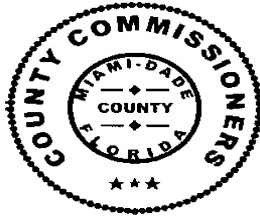
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby incorporates the foregoing recital and approves the Office Lease between Miami-Dade County and 4705-4795 NW 183 Street, LLC , a Florida limited liability company, for the premises located at 4737, 4739 and 4741 NW 183 Street, Miami, Florida (Folio No: 30-2106-018-0010) in substantially the form attached hereto as Attachment 1 ("Lease") and the Assignment and Assumption of Lease Agreement attached as Exhibit C to Attachment 1 ("Assignment") with the State of Florida, Department of Health ("State DOH"), having a total fiscal impact to the State Department of Health in the amount of approximately \$1,308,182.40, with the total revenue to the

County estimated to be approximately \$62,294.40, for lease management fees, for the five-year term and two, five year renewal periods, and authorizes the County Mayor or the County Mayor's designee to execute the Lease and the Assignment on behalf of Miami-Dade County, to exercise any and all other rights conferred therein, and to take all actions necessary to effectuate the Lease and the Assignment.

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	absent
Kionne L. McGhee	aye	Jean Monestime	aye
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 September, 2022. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.



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

HARVEY RUVIN, CLERK

By: Basia Pruna
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

JRA

Juliette R. Antoine

OFFICE LEASE

by and between

4705-4795 NW 183rd Street, 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,
in Miami-Dade County

Dated as of

_____, 2022

Lease No.: 30-2106-018-0010-L01

OFFICE LEASE

This Office Lease ("Lease") is, dated _____, 2022, and made between 4705-4795 NW 183rd Street, LLC, a Florida limited liability company ("Landlord"), whose principal place of business is located at 2875 NE 191 Street, Suite 703A, Aventura, Florida 33180, 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:** Comprised of a total of 27,359 square feet of rentable space, including parking in common with other tenants.
3. **Land (including Folio No.):** 30-2106-018-0010, approximately 101,754 square feet.
4. **Premises:** 4737, 4739 and 4741 N.W. 183 Street, Miami, Florida 33055-2933.
5. **Size of Rentable Area:** 2,700 square feet of air-conditioned and heated office space.
6. **Term:** The initial term of this Lease is for five (5) years, commencing on the Lease Commencement Date and expiring five (5) years thereafter.
7. **Base Rent: Twenty-Four Dollars and Eighty-one cents (\$24.81)** per square foot. After the first year, the Rent shall increase by approximately three (3%) percent each year, as outlined below.

Base Rent:

4737, 4739 and 4741 N.W. 183 Street			
<u>Period</u>	<u>Monthly Base Rent</u>	<u>Annual Base Rent</u>	<u>Square Foot Cost</u>
Year 1	\$5,582.25	\$66,987.00	\$24.81
Year 2	\$5,749.72	\$68,996.64	\$25.55

Year 3	\$5,922.21	\$71,066.52	\$26.32
Year 4	\$6,099.88	\$73,198.56	\$27.11
Year 5	\$6,282.88	\$75,394.56	\$27.92

Renewal Option Period No.1:

4737, 4739 and 4741 N.W. 183 Street			
<u>Period</u>	<u>Monthly Base Rent</u>	<u>Annual Base Rent</u>	<u>Square Foot Cost</u>
Year 1	\$6,471.37	\$77,656.44	\$28.76
Year 2	\$6,665.51	\$79,986.12	\$29.62
Year 3	\$6,865.48	\$82,385.76	\$30.51
Year 4	\$7,071.44	\$84,857.28	\$31.43
Year 5	\$7,283.59	\$87,403.08	\$32.37

Renewal Option Period No.2:

4737, 4739 and 4741 N.W. 183 Street			
<u>Period</u>	<u>Monthly Base Rent</u>	<u>Annual Base Rent</u>	<u>Square Foot Cost</u>
Year 1	\$7,502.10	\$90,025.20	\$33.34
Year 2	\$7,727.16	\$92,725.92	\$34.34
Year 3	\$7,958.98	\$95,507.76	\$35.37
Year 4	\$8,197.75	\$98,373.00	\$36.43
Year 5	\$8,443.68	\$101,324.16	\$37.53

8. **Renewal Option(s):** Two (2), five (5) year renewal option periods, with a three (3%) percent rental increase each year.
9. **Additional Rent:** None
10. **Service and Utilities:**

- (a) Water: Tenant during the term hereof, shall pay all charges for water used by Tenant, which is separately metered.
 - (b) Electrical: Tenant during the term hereof, shall pay all charges for electricity to the Premises used by the Tenant, which is separately metered.
 - (c) Janitorial: Tenant 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, the janitorial and custodial services with respect to the Premises.
 - (d) Renovation: Landlord, on a bi-annual basis, shall inspect the Premises with the Tenant to determine if any renovation and/or repairs, replacements, or improvements are necessary, and in addition, replace or repair any worn, stained, damaged, soiled, or unhygienic carpeting and/or tiles, which cannot be restored by cleaning, as determined by the Tenant.
 - (e) Waste Disposal: Tenant agrees to retain and be responsible for its own waste removal services, during the term hereof, and shall pay for any and all charges for waste removal services directly to its selected provider.
 - (f) HVAC: During regular business hours, the Landlord shall provide heating and air conditioning in season to 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 the standard charge 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. Landlord shall adhere to Indoor Air Quality Safe Practices, as referenced in "Exhibit B".
 - (g) Pest Control: Landlord at its sole cost and expense, shall perform and be responsible for all pest control services, on an as-needed basis.
- 11. **Tenant's Pro Rata Share of Operating Costs:** None
 - 12. **Cost for Build-out:** None
 - 13. **Security Deposit:** None
 - 14. **Lease Commencement Date:** The Lease Commencement Date shall be the first day of the next calendar month following the date of the resolution by the Board of County Commissioners (the "Board") approving this Lease, so long as the required ten (10) day veto period for the County Mayor has passed, or has been waived; or if the County Mayor has vetoed this Lease, then the Lease Commencement Date shall be the date that it is subsequently approved by two-thirds of the Board.
 - 15. **Termination Date:** Five (5) years after the Lease Commencement Date.

16. **Right of Early Cancellation:** Tenant shall have the right, at any time, without cause, to terminate this Lease, or any portion thereof, by giving the Landlord at least ninety (90) days' advanced written notice of such cancellation. Upon such cancellation, this Lease, or any portion thereof, shall terminate as though the cancellation date were the date originally fixed as the end of the term of this Lease.
17. **Holdover:** 100% month-to-month holdover of the current Base Rent.
18. **Broker(s)**
Landlord's Broker: None
Tenant's Broker: None
19. **Number of Parking Spaces:** none.
20. **Address for Notices:**

To Landlord:

4705-4795 NW 183rd Street, LLC
c/o Cohen Commercial Realty
533 Northlake Boulevard
North Palm Beach, FL 33408

To Tenant:

Internal Services Department
Real Estate Development Division
111 N.W. First Street, Suite 2460
Miami, Florida 33128

With a copy to:

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

This Lease consists of the foregoing introductory paragraphs and Basic Lease Provisions (consisting of paragraphs 1 through 20), 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 4737, 4739 and 4741 N.W. 183 Street, Miami, Florida 33055-2933, consisting of 2,700 rentable square feet of office space, which is shown on the illustration that is attached hereto, marked as “Exhibit A”, and is included 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, lobby areas, and restrooms (the “Common Areas”).

(c) The Tenant hereby accepts the Premises in its current “as-is” “where-is” condition, with any and all faults, except to the extent that all components shall be in good condition and in good working order as of the commencement of this Lease, and to the extent that the Landlord has agreed to make any improvements and/or repairs to the Premises, as described herein below.

(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, roads, driveways, passageways, landscaped areas, the lobby(ies), corridors, and water fountains.

2. **TERM**

(a) The initial term of this Lease shall be for a period of five (5) years beginning on the Lease Commencement Date and ending on the Termination Date, unless terminated sooner in accordance with this Lease.

(b) **Renewal Option.** Subject to the provisions hereinafter set forth, the Landlord hereby grants to the Tenant an option to extend the term of this Lease, on the same terms, conditions, and provisions as contained in this Lease, except as otherwise provided in this paragraph. The Landlord hereby grants the Tenant two (2) five (5) year renewal option periods. The renewal option shall be exercisable by written notice from the Tenant to the Landlord ninety (90) days prior to the last day of the current term. However, if for any reason the Tenant fails to timely notify the Landlord of its intent to renew this Lease, the Landlord shall send a notice to the Tenant sixty (60) days’ prior to the expiration to remind the Tenant of its right to renew this Lease. And should for any reason the Landlord fail to send the required notice to the Tenant, the time period for the Tenant, the time period for the Tenant to exercise its right to renew this Lease shall be automatically extended by the timing of the Landlord’s notice. The monthly rent for the Premises payable during the renewal option periods shall increase by approximately three (3%) percent annually, beginning from the amount of the Base Rent for the last month of the initial term. Upon the Tenant exercising its option to renew, this Lease shall be renewed.

(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 the same rent as the last amount in effect at the expiration of this Lease, and all of the other terms and conditions of this Lease shall remain the same, and be applicable during such holdover period, 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, at any time, without cause, to terminate this Lease, or any portion thereof, by giving the Landlord at least ninety (90) days' advanced written notice of such cancellation. Upon such cancellation, this Lease, or any portion thereof, shall terminate as though the cancellation date were the date originally fixed as the end of the term of this Lease.

3. RENT

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

(b) The Tenant agrees to pay Base Rent to the Landlord for the first (1st) year of the term of this Lease in the amount of Sixty-six Thousand Nine Hundred Eighty-seven Dollars (\$66,987.00), which represents Twenty-four Dollars and Eighty-one Cents (\$24.81) per square foot annually, such amount shall be payable by the Tenant on a monthly basis, in equal monthly installments of Five Thousand Five Hundred Eighty-two Dollars and Twenty-five Cents (\$5,582.25). Commencing on the anniversary of this Lease, and every anniversary thereafter, the Tenant agrees that the Base Rent shall be increased by approximately three (3%) percent over the prior year's Base Rent, as outlined in Section 7 of the Basic Lease Provisions.

(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. Further, the Landlord acknowledges and agrees that the Tenant shall not be required to pay late fees.

(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, real estate taxes, 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. The Premises shall not be utilized for any other purpose without the prior written consent of the Landlord, unless expressly described herein this Lease.

(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, 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**

(a) The Landlord or Tenant 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.

(b) Water. Tenant during the term hereof shall pay all charges for water used by Tenant, which is separately metered.

(c) Electrical. Tenant during the term hereof shall pay all charges for electricity services to the Premises used by the Tenant, which is separately metered.

(d) Janitorial. Tenant 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, the janitorial and custodial services with respect to the Premises.

(e) HVAC. During regular business hours, the Landlord shall provide heating and air conditioning in season to 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 the standard charge 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. Landlord shall adhere to Indoor Air Quality Safe Practices, as referenced in "Exhibit B".

(g) Waste Disposal. Tenant agrees to retain and be responsible for its own waste removal services, during the term hereof, and shall pay for any and all charges for waste removal services directly to its selected provider.

(h) Pest Control: Landlord at its sole cost and expense, shall perform and be responsible for all pest control services, on an as-needed basis.

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; plumbing, HVAC systems, and electrical systems that are installed or furnished by the Landlord throughout the Premises, unless issues to the maintenance and repairs are caused by the gross 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 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, pest control; landscaping; walkways; pathways; sidewalks; and parking lot area. The Landlord shall comply with any and all building and zoning codes, as applicable, of the structural portions of the Premises and the common areas of the Building. The Landlord shall make any and all repairs within a reasonable period following receipt of notice of the need thereof from the Tenant. If Landlord fails to make all repairs within a seven (7) days of receipt of notice from the Tenant, Tenant shall have the right to make the necessary repairs and deduct the amount from the monthly rent obligation. 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.

(i) Notwithstanding the forgoing, the Landlord shall make any and all necessary repairs to the HVAC system within twenty-four (24) hours of receiving any written notice or complaint from the Tenant unless the required part or equipment necessary is not available to the Landlord's HVAC vendor in which case the repair shall be completed at the earliest possible time; provided that, Landlord shall take reasonable steps to cool/heat the premises during the period in which the part or equipment is unavailable. Landlord shall be responsible for periodically and timely changing HVAC filters and promptly remediating any leaks or accumulation of mold within the Premises. Notwithstanding anything in this

Lease to the contrary, Landlord shall not provide any HVAC modifications or be responsible for maintaining or repairing the Tenant's enhanced or supplemental HVAC system (including all plumbing connected to said system installed by or on behalf of the Tenant) or be required to adhere to any air quality standards that are not standard tonnage and filtration for other tenants in the shopping center of equal size. Nonetheless, at Tenant's sole expense, Tenant may modify HVAC units and/or filters and filtration systems, so long as such modifications do not affect the useful life and/or efficiency of the HVAC units.

(ii) In order to minimize any disruption to the Tenant's use of the Premises, the Landlord shall notify the Tenant in advance, except in an emergency, within at least twenty-four (24) hour notice of any maintenance and/or repairs to be performed in the Premises, and/or which will affect the Premises. Upon receiving the Landlord's notice of pending repairs and/or maintenance, the Tenant shall reasonably consent to such work, and the Landlord shall proceed to construct, improve, repair and/or complete any work that is necessary to properly maintain the Premises. Any and all repairs to the Premises shall, to the greatest extent possible, be performed during non-business hours, to further minimize the impact upon the Tenant, and its employees

(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 gross 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 supplemental 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. 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 at least thirty (30) days prior to the proposed Lease 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. 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 of this Lease, 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 (excluding HVAC) 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 of this Lease. 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 of this Lease, or the earlier termination thereof. If Tenant fails to remove any of Tenant's Property after thirty (30) calendar days from vacating the Premises, the Landlord, at Tenant's expense, may remove and 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 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.

8. **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 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 of this Lease.

(c) Without limiting any of its rights, the Tenant may cancel, or otherwise terminate, this Lease upon thirty (30) days' notice to the Landlord in the event that enjoyment or use of the Premises is prohibited or substantially interfered with by an action or inaction of the Landlord, provided that from the date of receipt of notice from the Tenant to the Landlord, the Landlord shall have fifteen (15) days to cure the prohibition or interference affecting the Tenant's enjoyment or use of the Premises.

9. **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, Department of Health in Miami-Dade County, 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 to the assignment and assumption of all rights, duties and responsibilities of this Lease to the State of Florida, Department of Health in Miami-

Dade County. In the event of such assignment by Tenant to the State of Florida, Department of Health in Miami-Dade County, Tenant shall be released and relieved from any and all liabilities and obligations to Landlord thereafter occurring under this Lease. A copy of the Assignment and Assumption of Lease between the Tenant and the State of Florida, Department of Health in Miami-Dade County, is attached hereto as "Exhibit C", and is incorporated herein by this reference.

(c) In the event of any assignment or subletting, not otherwise consented to herein, 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 twenty (20) business days prior to the proposed effective date of the assignment or sublease. The Landlord shall approve or disapprove of the proposed assignment or sublease within ten (10) business days of receiving the proposed assignment or sublease. The failure of the Landlord to disapprove any proposed assignment or sublease with such ten (10) calendar day period shall be deemed to be an approval by the Landlord of such proposed assignment or sublease.

10. **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.

11. **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 of 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 under this Lease 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.

(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 any amounts otherwise described above in this Lease, in addition to any amounts awarded or paid specifically for Tenant's trade fixtures, loss of business, relocation costs, and other benefits that the Tenant is otherwise entitled to receive under the law (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.

12. **ACCESS OR ENTRY BY LANDLORD**

(a) Upon three (3) business days prior written notice 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 shall be escorted by an employee of the Tenant throughout the Premises.

(b) The Landlord may also show the Premises to prospective purchasers, renters (but only within the last four (4) months of the term of this Lease), or lenders during regular business hours, and upon forty-eight (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 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) The 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.

13. **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. Notwithstanding the foregoing, upon commencement of this Lease, Landlord shall, at Landlord's sole cost and expense, including permitting, labor, insurance, and any expense for removal once this Lease is terminated, purchase and install a sign on behalf of the Tenant, above the Premises on the building's facade, in which, the Tenant shall have the final approval of the size, color and design prior

to the installation, and subject to municipality's approval. Notwithstanding the foregoing, the Landlord's full contribution toward Tenant's signage, inclusive of all costs of signage, permitting, labor and installation shall not exceed more than Five Thousand Dollars (\$5,000.00). The Tenant, may, at its sole discretion choose to contribute more than the allotted Five Thousand Dollars (\$5,000.00) toward the cost of signage.

(b) The Tenant shall be entitled to have its name displayed on any and all existing Building directories, if any, and any outdoor monument sign, if any, at the Landlord's sole cost and expense; 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.

14. **INSURANCE**

(a) **Landlord's Insurance.** The Landlord will, during the term of this Lease, at its sole cost and expense, carry fire, windstorm, hail, general liability coverage, with a minimum of One Million Dollars (\$1,000,000.00), per-occurrence limit, 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 assignee, the State of Florida, Department of Health in Miami-Dade County is also self-insured.

15. **INDEMNIFICATION**

(a) The Tenant shall not be liable for any damage or injury which may be sustained by any party or person on the Premises other than the damage or injury caused solely by the gross negligence of the Tenant, its officers, employees, agents, invitees, or instrumentalities, subject to all limitations of Florida Statutes, Section 768.28. The Landlord shall not be liable for any damage or injury which may be sustained by any party or person on the Premises or the common areas other than the damage or injury caused solely by the negligence of the Landlord, its officers, employees, agents, invitees, or instrumentalities. As Tenant is an instrumentality of the State, Tenant 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. Nothing herein shall be construed to be consent to be held responsible from any liability or claim arising out of the negligent performance or failure of performance of the Landlord or any unrelated third party.

16. **HAZARDOUS MATERIALS**

(a) The Landlord represents and warrants to the Tenant that no Hazardous Materials, as defined below, have been located on the Premises, or have been released into the environment, or discharged,

placed, or disposed of at, on, or under the Premises. The Landlord further represents and warrants that to the best of its knowledge, information, and belief, the Premises, the Building, and/or the Land have never been used as a dump for any Hazardous Materials, as defined below, and that at all prior uses of the Premises, the Building, and/or the Land have at all times complied with any and all statutes, laws, rules, and/or regulations pertaining to Hazardous Materials.

(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) The Landlord hereby indemnifies the Tenant from and against any matter related to the representation and covenant provided regarding Hazardous Materials.

17. **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 same cannot be used for Tenant's purposes, which damage cannot be repaired within sixty (60) days, then Landlord and Tenant shall have the right at any time within ninety (90) days following damage to the Premises to elect by notice to the other 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 to the structural portions of the Premises at the cost of the Landlord and Tenant shall promptly repair such damage to the non-structural portions of the Premises at the cost of Tenant. 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 Lease term that the Premises is uninhabitable, inoperable, or otherwise unfit for occupancy, or use, for Tenant's purposes. Rent payments and other charges paid in advance for any such periods shall be credited on the next 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, or in part, for Tenant's purposes as set forth in Section 4 (a) hereof.

18. **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 fourteen (14) 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; and/or (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 by thirty (30) calendar days written notice to Tenant; (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 storage such 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.

19. **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, cure any of the Landlord's defaults, after written notice to the Landlord, 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; alternatively, upon fifteen (15) days' prior notice to the Landlord, the Tenant shall be permitted to deduct the amount of such work from the Rent.

(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.

20. **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.

21. **ASSIGNMENT BY LANDLORD**

If the interests of Landlord under this Lease shall be transferred voluntarily or by reason of foreclosure or other proceedings for enforcement of any mortgage on the Premises, Tenant shall be bound to such transferee (herein sometimes called the "Purchaser") for the balance of the term hereof remaining, and any extension or renewals thereof which may be effected in accordance with the terms and provisions hereof, with the same force and effect as if the Purchaser were the Landlord under this Lease, and Tenant does hereby agree to attorn to the Purchaser, including the Mortgagee under any such mortgage if it be the Purchaser, as its Landlord, said attornment to be effective and self-operative without the execution of any further instruments upon the Purchaser succeeding to the interest of the Landlord under this Lease. The respective rights and obligations of Tenant and the Purchaser upon such attornment, to the extent of the then remaining balance of the term of this Lease and any such extensions and renewals, shall be and are the same as those set forth herein. In the event of such transfer of Landlord's interests, Landlord shall be released and relieved from all liabilities and responsibility to Tenant thereafter accruing under this Lease or otherwise and Landlord's successor by acceptance of rent from Tenant hereunder shall become liable and responsible to Tenant in respect to all obligations of the Landlord under this Lease. Notwithstanding any law to the contrary, Landlord and Tenant agree that the rights created by this Lease shall not be subordinate to any other instruments affecting the Premises, such as mortgages, subsequent purchase agreements, or encumbrances, whether presently in existence or later created or filed.

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 (i) the Tenant shall not be disturbed in its possession and occupancy of the Premises during the term of this Lease and (i) the rights and obligations of Tenant under this Lease shall remain unchanged.

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, 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 by a nationally recognized courier, such as FedEx, 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

with a copy to: County Attorney's Office
111 N.W. First Street, 28th Floor
Miami, Florida 33128

To Landlord: 4705-4795 NW 183rd Street, LLC.
c/o Cohen Commercial Management LLC.
533 Northlake Boulevard
North Palm Beach, FL 33408

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.

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.

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

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

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

(e) Landlord hereby represents and covenants that the Premises now conforms to, or that prior to Tenant's occupancy in the Premises, that the Premises shall, at the Landlord's sole cost and

expense, be brought into conformance with the requirements of Section 553.501, et seq., Florida Statutes, regarding “Florida Americans with Disabilities Accessibility Implementation Act,” providing requirements for the physically handicapped, which may include removing any bathrooms and/or lavatories within the Premises.

(f) Landlord hereby grants the Tenant an easement for ingress/egress, access, parking, and for driveway purposes, for the Premises.

(g) Landlord represents and covenants that there are no vermin, termites, insects, or pests of any kind or nature within the Premises, and/or in the Building. Should the Tenant find evidence of anything to the contrary, the Landlord shall immediately rectify the situation by employing a pest exterminator.

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 Commissioner, and/or the County Mayor, or County Mayor’s designee as set forth herein.

(b) Tenant understands that it has the right, at its sole cost and expense, 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**

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

29. **BUILDING RULES, REGULATIONS & RESTRICTIONS**

Tenant will comply with the rules, regulations and restrictions of the Building, and will cause all of its agents, employees, invitees and visitors to do so; and all changes to such rules will be sent by Landlord to Tenant in writing at least sixty (60) days before such rules are implemented.

30. **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 to be 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 of County Commissioners.

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**. 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, Tenant may, at its option and without affecting any other remedy hereunder, and in accordance with Section 19 (a) of this Lease, 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's 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 the 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 of 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 the 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.

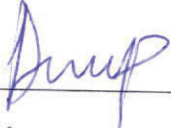
o.) Brokers. Landlord and Tenant hereby represent and agree that no real estate broker or other person is entitled to claim a commission as a result of the execution and delivery of this Lease.

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[ONLY THE SIGNATURE PAGE REMAINS]

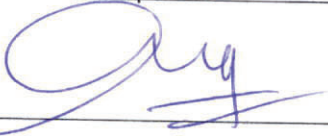
IN WITNESS WHEREOF, Landlord has caused this Lease to be executed by its duly authorized representative, and Tenant has caused this Lease to be executed in its name by the County Mayor, as authorized by the Board; all on the day and year first hereinabove written.

(OFFICIAL SEAL)

Signed in the presence of:



Print Name: Anup Das



Print Name: Sadi Haddad

LANDLORD

4705-4795 NW 183rd Street, LLC.
A FLORIDA LIMITED LIABILITY COMPANY

By: _____
Name: Elie Fouerti
Title: Owner

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

TENANT

MIAMI-DADE COUNTY, A POLITICAL
SUBDIVISION OF THE STATE OF 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: 4737, 4739 and 4741 N.W. 183 Street, Miami, Florida 33055-2933
Folio: 30-2106-018-0010



OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On : 4/22/2021

Property Information	
Folio:	30-2106-018-0040
Property Address:	4757 NW 183 ST Miami, FL 33055-2933
Owner	MARKET SQUARE PROPERTIES CORP
Mailing Address	1655 DREXEL AVE STE-208 MIAMI BEACH, FL 33139-7765
PA Primary Zone	6400 COMMERCIAL - CENTRAL
Primary Land Use	2719 AUTOMOTIVE OR MARINE : AUTOMOTIVE OR MARINE
Beds / Baths / Half	0 / 0 / 0
Floors	1
Living Units	0
Actual Area	Sq.Ft
Living Area	Sq.Ft
Adjusted Area	2,831 Sq.Ft
Lot Size	8,200 Sq.Ft
Year Built	1984



Assessment Information			
Year	2020	2019	2018
Land Value	\$147,600	\$90,200	\$147,600
Building Value	\$160,239	\$113,240	\$157,521
XF Value	\$9,799	\$0	\$10,091
Market Value	\$317,638	\$203,440	\$315,212
Assessed Value	\$223,784	\$203,440	\$200,323

Benefits Information				
Benefit	Type	2020	2019	2018
Non-Homestead Cap	Assessment Reduction	\$93,854		\$114,889
Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).				

Short Legal Description
LAS VILLAS SUB PB 109-25
LOT 4 LESS W55FT BLK 1
LESS PORT DESC COMM SE
COR SEC 6 TH S 88 DEG W
280.82FT N 01 DEG W 50FT FOR POB

Taxable Value Information			
	2020	2019	2018
County			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$223,784	\$203,440	\$200,323
School Board			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$317,638	\$203,440	\$315,212
City			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$0	\$0	\$0
Regional			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$223,784	\$203,440	\$200,323

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
05/01/1997	\$0	17672-0040	Sales which are disqualified as a result of examination of the deed
07/01/1989	\$1,800,000	14189-175	Deeds that include more than one parcel

The Office of the Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at <http://www.miamidade.gov/info/disclaimer.asp>

Version:

EXHIBIT B
INDOOR AIR QUALITY SAFE PRACTICES

It is the general policy of the Miami-Dade County, Internal Services Department, that landlords provide the tenants of a lease facility with a healthy working environment (the same standard holds true for Landlords). The Landlord is responsible for the indoor air quality within the building and the Premises. As a result, the Landlord acknowledges and agrees to the following:

Controlling indoor air quality involves integrating three (3) main strategies:

1. Manage the sources of pollutants either by removing them from the building or isolating them from people through physical barriers, air pressure relationships, or by controlling the timing of their use.
2. Dilute pollutants and remove them from the building through ventilation.
3. Use filtration to clean the air of pollutants.

One important goal of an indoor air quality program is to minimize people's exposure to pollutants from these sources. Maintaining good indoor air quality requires attention to the building's heating, ventilation, and air conditioning (HVAC) system; the design and layout of the space; and pollutant source management.

Because of the HVAC system's importance, good indoor air quality management includes attention to:

- **Ventilation system design.** The air delivery capacity of an HVAC system is based in part on the projected number of people and amount of equipment in a building. The delivery of sufficient quantities of outdoor air to a building's occupied spaces can be considered the most important requirement for achieving good IAQ.
- **Outside air supply.** Adequate supply of outside air, typically delivered through the HVAC system, is necessary in any office environment.
- **Outdoor air quality.** When present, outdoor air pollutants such as carbon monoxide, pollen, and dust may affect indoor conditions when outside air is taken into the building's ventilation system.
- **Space planning.** The use and placement of furniture and equipment may affect the delivery of air to an occupied space.
- **Equipment maintenance.** Diligent maintenance of HVAC equipment is essential for the adequate delivery and quality of building air.
- **Controlling other pollutant pathways.** Pollutants can spread throughout a building by moving through stairwells, elevator shafts, wall spaces, and utility chases.

Prior to the Tenant's occupancy in the Premises

Testing may be performed by a qualified registered professional engineer or certified industrial hygienist to confirm that the ventilation system, in its minimum outdoor air setting, is delivering the quantities of outdoor air to the Premises, as the space and size are described in the Sublease Agreement. Either the Landlord or the Subtenant may elect to hire the qualified registered professional engineer or certified industrial hygienist to perform the testing. If performed by the Landlord, a validated report detailing the measurement and verification of air volume testing, adjusting and balancing shall be provided to the Tenant, without any cost to the Tenant.

During the installation of materials (in either the Tenant's space or areas served by the tenant's HVAC system), if the materials have the potential to emit Volatile Organic Compound (VOC) (*including*

carpets, adhesives, caulks, sealants, paints, insulations and office work station partitions), the HVAC system shall be operated with no recirculation or air (*weather permitting*). Noticeably, materials with no VOC will not result in any additional requirements. In the event that materials having, or potentially emitting, a VOC must be utilized, then the Premises shall be properly ventilated by either one hundred (100) percent outside air, or by using only the supply air fans and ducts; and any exhaust is to be provided through windows (if operable). This approach, the parties agree, reduces contamination of return air ducts, plenums, and insulation materials. Consideration shall be given to the use of exhaust fans to pull exhaust air from deep interior locations. Stair towers and other paths to the exterior are useful for exhausting air from the building during temporary ventilation. Any temporary systems must comply with applicable life and safety codes. This construction related ventilation shall be operated for 24 hours a day and shall persist for one (1) week after the installation of the carpets or other remodeling activity.

The Landlord is responsible for operating the building HVAC systems so that the occupied areas of the building are maintained at a slight positive pressure typically (0.01-0.05 of water column) with respect to the outdoors.

The space provided for the Tenant has been designed to be capable of providing adequate ventilation air to meet ASHRAE Std. 62.1-2016. Guidelines for office type environments specify a maximum density of seven people per 90 square meters (1000 sq. feet), a maximum of one personal computer per person and a maximum of 21 watts per square meter (2 watts per square foot). If Tenant needs exceed the office HVAC design capacities, it is the responsibility of the Tenant to notify the Landlord such that appropriate action can be undertaken. The cost of the installation of additional cooling or ventilation capacity if needed shall be the sole responsibility of the Tenant.

Installation of large or high use photocopying machines, kitchen/vending equipment, or several large computer work stations will exceed the HVAC design capacity and may necessitate the installation of a direct coupled exhaust or additional cooling capacity. If the Tenant needs exceed the office HVAC design capacities, it is the responsibility of the Tenant to notify the Landlord such that appropriate action can be undertaken. The cost of the installation of additional cooling or ventilation (exhaust) capacity if needed shall be the sole responsibility of the Tenant.

The operative temperature is recommended to range in which, theoretically, at least ninety (90%) percent of occupants wearing light clothing during primarily sedentary activity will find the environment thermally acceptable is between 67.5 to 80 degrees Fahrenheit according to the American Society of Heating, Refrigeration and Air-Conditioning Engineers (ASHRAE). The relative humidity is recommended to be below sixty (60%) percent level by the OSHA IAQ Technical Manual and NIOSH to prevent the growth of mold/mildew. According with ASHRAE recommended acceptable Carbon Dioxide levels range of below 1000 ppm and Carbon Monoxide levels within acceptable limits of below 10 ppm for occupant comfort.

Suggested Ranges of Temperature and Relative Humidity During Summer and Winter
(Assumes typical summer and winter clothing at light/sedentary activity levels)

Relative Humidity	Winter Temperature	Summer Temperature
30%	68.5°F-75.5°F	74.0°F-80.0°F
40%	68.0°F-75.0°F	73.5°F-80.0°F
50%	68.0°F-74.5°F	73.0°F-79.0°F
60%	67.5°F-74.0°F	73.0°F-78.5°F

Indoor Air Quality Program

This Indoor Air Quality Program should include but not limited to:

1. **Designee:** There shall be an assigned Indoor Air Quality Program (IAQP) coordinator qualified by appropriate training and experience that is equal with the complexity of the program to administer or oversee the program and conduct the required evaluations of the program effectiveness. Such IAQP coordinator will, at least at intervals of every two (2) years, have a reputable vendor perform indoor air quality testing in the Premises to ascertain the level and condition of the indoor air. Alternatively, the Tenant, at its sole cost and expense, may regularly or on an as needed basis, have a reputable vendor perform indoor air quality testing in the Premises to ascertain the level and condition of the indoor air.
2. **Building Profile:** The Landlord, when requested by the Tenant (which request may not be more than every two (2) years) and/or its vendor, provide any and all information regarding the building profile, which is necessary for a basic understanding of the building HVAC system(s) and which is necessary to set the foundation for the operations and maintenance of the indoor air.
3. **Operating Procedures:** The Landlord shall perform the daily operating and management of the building systems which directly affect the indoor air quality.
4. **Maintenance Procedures:** The Landlord shall have and maintain a preventive maintenance schedule for the building system components (excluding any equipment, furniture and fixtures which are the personal property of the Subtenant) that control and/or impact the indoor air quality.
5. **Audits:** The Tenant may, at its sole cost and expense, perform an audits of the Premises, and specifically for the HVAC system and other systems and/or equipment that impact the indoor air quality. Should the audit determine that an adjustment needs to be made to the existing equipment and/or another action performed to improve the indoor air quality within the Premises, the Landlord shall, at its sole cost and expense, immediately undertake such action or improvement to improve the indoor air quality.
6. **Recordkeeping:** The Subtenant shall record all Tenant complaints of building-related illnesses, which relate to, or may have been possibly impacted by, the indoor air quality in the building. These records are necessary to expedite review and evaluation of the system and to support implementation and operation of an adequate environmental air quality program. Whenever possible, the Tenant hereby agrees to use an Environmental Air Quality Complaint Form to record the illnesses and indoor air quality issues.

ASHRAE, EPA and OSHA standards are updated on a regular basis, therefore, the Landlord must always follow the latest approved standards. ASHRAE standards establish consensus for test methods and performance criteria. These include voluntary consensus standards for Method of Measurement or Test, Standard Design and Standard Practice. Consensus standards define minimum values or acceptable performance. ASHRAE is accredited by the American National Standards Institute (ANSI) and follows ANSI's requirements for due process and standards development.

EXHIBIT C

ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT (“Assignment”) dated and made effective this _____ day of _____, 2022 by and between Miami-Dade County, a political subdivision of the State of Florida, (hereinafter “Assignor”), and the State of Florida, Department of Health in Miami-Dade County, an agency of the State of Florida Department of Health (hereinafter “Assignee”).

WHEREAS, on or about _____, 2022, the Assignor entered into a Lease Agreement with 4705 NW 183rd Street, LLC., a Florida Limited Liability Company, for a certain premises located at 4737, 4739 and 4741 N.W. 183 Street, Miami, Florida 33055-2933 (“Lease Agreement”); and

WHEREAS, Assignor desires to assign, and hereby does assign, to Assignee, all rights, title and interest in the Lease Agreement dated _____, 2022, entered into by and between the Assignor and 4705 NW 183rd Street, LLC., a Florida Limited Liability Company, and

WHEREAS, Assignee by its acknowledgement and acceptance hereof, does hereby agree to the assignment of the Lease Agreement, and hereby agrees to assume and perform all the responsibilities of Assignor under said Lease Agreement entered into between the Assignor and 4705 NW 183rd Street, LLC., a Florida Limited Liability Company; and

WHEREAS, this Assignment shall be governed by, and construed under the laws of the State of Florida, and become a part of this Lease Agreement; and

WHEREAS, this Assignment shall be binding upon all parties, legal representatives, its successors and assigns.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Assignment, and for other good and valuable consideration, the parties do agree as follows:

1. The parties to this Assignment hereby acknowledge and agree that all of the foregoing recitals are true, and correct in all respects and incorporated herein just as if they were set forth at length herein.
2. The Assignor hereby assigns and otherwise transfers all of its right, title, and interest in the Lease Agreement, dated _____, 2022, between the Assignor and 4705 NW 183rd Street, LLC., a Florida Limited Liability Company, to the Assignee, as of the date of this Assignment.
3. The Assignee hereby agrees to and accepts the assignment described herein and shall timely perform and observe all of the duties, conditions, and responsibilities of the Assignor under the Lease Agreement, dated _____, 2022, between the Assignor and 4705 NW 183rd Street, LLC., a Florida Limited Liability Company;

4. The Assignor shall not be liable for any damage or injury which may be sustained by any party or person related to the Lease Agreement other than the damage or injury caused solely by the gross negligence of the Assignor, its officers, employees, agents, invitees, or instrumentalities, subject to all limitations of Florida Statutes, Section 768.28.
5. The Assignee shall not be liable for any damage or injury which may be sustained by any party or person related to the Lease Agreement other than the damage or injury caused solely by the gross negligence of the Assignee, its officers, employees, agents, invitees, or instrumentalities, subject to all limitations of Florida Statutes, Section 768.28. As Assignee is an instrumentality of the State, Assignee 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 Assignee'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.
6. The Assignor hereby agrees that the Assignee and 4705 NW 183rd Street, LLC., a Florida Limited Liability Company, may amend the Lease Agreement in any way after the effective date of this Assignment so long as any such amendment is in no way binding upon the Assignor, and in no way obligates the Assignor to perform any obligation, responsibility, or duty. Assignee hereby agrees that after the effective date of this Assignment, the Assignor is and shall forever remain free from performing any and all of the terms, conditions, obligations, and agreements of the Lease Agreement with 4705 NW 183rd Street, LLC., a Florida Limited Liability Company.
7. The parties hereby acknowledge and agree that this Assignment shall be governed, construed, and enforced in accordance with the laws of the State of Florida.
8. The parties further agree that the Assignee shall be authorized to exercise renewal options, cancellations and facilitate amendments for all matters and issues regarding this Lease Agreement on behalf of the Assignee, the State of Florida, Department of Health in Miami-Dade County.

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

IN WITNESS WHEREOF, the parties have duly executed and entered into this Assignment as of the date first written above.

(OFFICIAL SEAL)

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

WITNESS

By: _____

WITNESS

(OFFICIAL SEAL)

ATTEST:
HARVEY RUVIN, CLERK

MIAMI-DADE COUNTY, FLORIDA
A POLITICAL SUBDIVISION OF THE
STATE OF FLORIDA, BY ITS BOARD OF
COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Daniella Levine Cava
Mayor

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