

MEMORANDUM

Agenda Item No. 8(F)(4)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: July 16, 2024

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving (1) a Lease Agreement between Miami-Dade County, as tenant, and AOA Flexx, LLC, a Florida limited liability company, as Landlord, and (2) an Assignment and Assumption of Lease Agreement between Miami-Dade County, as Assignor, and the State of Florida Department of Health, Miami-Dade County Health Department ("DOH"), as Assignee, for the premises located at 2188-2192 NW 82 Avenue, Building 5203, Doral, Florida, to be utilized by DOH as warehouse space at no cost to the County for the entire term of five years plus two five-year options to renew; and authorizing the County Mayor to execute both Agreements and to exercise any and all other rights conferred therein

Resolution No. R-659-24

The accompanying resolution was prepared by the Internal Services Department and placed on the agenda at the request of Prime Sponsor Commissioner Juan Carlos Bermudez.



Geri Bonzon-Keenan
County Attorney

GBK/ks

MDC001

Memorandum



Date: July 16, 2024

To: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor 

Subject: Lease Agreement between Miami-Dade County and AOA Flexx, LLC, and Assignment and Assumption of Lease Agreement to the State of Florida Department of Health, Miami-Dade County Health Department, for Property Located at 2188-2192 NW 82 Avenue, Building 5203, Doral, Florida
Folio No. 35-3034-011-0010-L04

Executive Summary

This item is for the approval of the Lease Agreement (Lease) between Miami-Dade County (County) and AOA Flexx, LLC (Landlord) for the property located at 2188-2192 NW 82 Avenue, Building 5203, Doral, Florida (Property), and assign such lease through the Assignment and Assumption of Lease Agreement (Assignment Agreement) to the State of Florida Department of Health, Miami-Dade County Health Department (Assignee). The Property will be utilized by the Assignee for the purpose of providing storage and administrative office space. The Assignee will use this particular office for the storage of agency assets and archives for a wide range of organizational documents. The Lease is currently in holdover status, and the Assignee is requesting to continue leasing this space for another five-year term with two, five-year options to renew. No County funds will be utilized during the term of the Lease, as the Landlord agrees to the assignment and delegation of all rights, duties, and responsibilities from the County to the Assignee.

Recommendation

It is recommended that the Board of County Commissioners (Board) authorize execution of the Lease between the County and the Landlord for the use of the Property. More specifically, the resolution does the following:

- Authorizes the lease of approximately 5,100 square feet of air-conditioned warehouse and office space together with onsite parking in common with other tenants;
- Authorizes a lease term of five years, with two, five-year options to renew; and
- Authorizes an Assignment Agreement to the Assignee.

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

Scope

The Property is in Commission District 12, which is represented by Commissioner Juan Carlos Bermudez. Written notice of the Lease was provided to the District Commissioner.

Fiscal Impact/ Funding Source

No County funds will be utilized during the term of the Lease, as the Landlord agrees to the assignment and delegation of all rights, duties, and responsibilities from the County to the Assignee. The Assignment Agreement is attached as an exhibit to the Lease which in turn is attached to this item's resolution as Exhibit A.

The total fiscal impact to Assignee for the initial year of the lease term is \$99,501.00, which is comprised of base rent in the amount of \$91,800.00 (approximately \$18.00 per square foot), \$3,111.00 in Common Area Maintenance (CAM) charges and \$4,590 in a lease management fee that will be paid to the Internal Services Department (ISD) for the administration of the Lease. The lease management fee equals five percent of the annual base rent and is paid to the County by the Assignee. The annual base rent increases by three percent annually on the anniversary of the Commencement date and each year thereafter.

The Assignee is responsible to reimburse the Landlord for its pro-rata share of any increases in ad valorem taxes over base year 2023 and shall reimburse the Landlord CAM charges in the amount of \$464.16 per year for security services, \$193.05 per month for waste removal fees, and \$357.60 per year for storm sewer utility fees. This item has been budgeted by the Assignee who previously paid \$17.08 per square foot on an annual basis for this same space.

ISD has conducted an in-house survey of the comparable rental values in the area around the Property to determine Property's market rental value. The findings are provided below:

- 2156-2214 NW 82 Avenue, Doral, Florida – \$19 per square foot on an annual basis. The tenant is responsible for its proportionate share of operating costs and expenses.
- 1900-1924 NW 84 Avenue, Doral, Florida – \$19.95 per square foot on an annual basis. The tenant is responsible for its proportionate share of operating costs and expenses.

Track Record/County Monitor

The County has no record of negative performance issues with the Landlord. Cindy Ramos-Leal of ISD is the Lease Monitor.

Delegated Authority

This item authorizes the County Mayor or the County Mayor's designee to (1) execute the Lease, and to exercise all other rights conferred therein, and (2) to execute the Assignment Agreement with the Assignee, and to exercise all other rights conferred therein.

Background

Resolution No. R-705-08, adopted by the Board on June 17, 2008, approved a Lease for the County with a term of five years with one, five-year option to renew for the Property. The Lease expired on April 30, 2019. The Assignee currently occupies the subject Property on a month-to-month basis through the holdover provision. State law and administrative procedure permits the Assignee to lease space through the County. No County programs will operate from the Property and no County funds will be expended in conjunction with this Lease. The County shall have the right at any time, without cause, to terminate the Lease by providing the Landlord with written notice of termination effective ninety (90) days after delivery of such notice.



Carladenise Edwards
Chief Administrative Officer

Memorandum



Date: June 20, 2024
To: Honorable Chairman Oliver G. Gilbert, III
Board of County Commissioners
From: Alex Muñoz, Director
Internal Services Department
Subject: Request to Process Late Departmental Agenda Item

I am requesting that the following item be placed the Board of County Commissioner's July Committee Agenda Cycle.

RESOLUTION APPROVING (1) A LEASE AGREEMENT BETWEEN MIAMI-DADE COUNTY, AS TENANT, AND AOA FLEXX, LLC, A FLORIDA LIMITED LIABILITY COMPANY, AS LANDLORD, AND (2) AN ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT BETWEEN MIAMI-DADE COUNTY, AS ASSIGNOR, AND THE STATE OF FLORIDA DEPARTMENT OF HEALTH, MIAMI-DADE COUNTY HEALTH DEPARTMENT ("DOH"), AS ASSIGNEE, FOR THE PREMISES LOCATED AT 2188-2192 NW 82 AVENUE, BUILDING 5203, DORAL, FLORIDA, TO BE UTILIZED BY DOH AS WAREHOUSE AND GENERAL OFFICE SPACE AT NO COST TO THE COUNTY FOR THE ENTIRE TERM OF FIVE YEARS PLUS TWO FIVE-YEAR OPTIONS TO RENEW; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE BOTH AGREEMENTS AND TO EXERCISE ANY AND ALL OTHER RIGHTS CONFERRED THEREIN

Although this item has not met the noticed deadline and has been provided to the Agenda Coordination Office late, this item is critical to ensure the continuity of services provided to the community by the Department of Health. This location serves as Business Operation storage facility for agency assets archive for legal and operations documents.

Therefore, please process the item notwithstanding that the 3-day rule may apply. I am aware that this item is subject to approval for placement on the agenda by the BCC Chairperson, and review by the County Attorney's Office.

A blue ink signature of Carladenise Edwards, consisting of a stylized 'C' followed by several loops.

**Approved by Mayor or Mayor's Designee
Signature**

Carladenise Edwards
Print Name

A blue ink signature of Nicole Tallman, featuring a stylized 'N' and 'T'.

**Approved by Policy Senior Advisor
or Designee Signature**

Nicole Tallman
Print Name

Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners
Page 2

cc: Geri Bonzon-Keenan, County Attorney
Gerald K. Sanchez, First Assistant County Attorney
Jess M. McCarty, Executive Assistant County
CAOagenda@miamidade.gov



MEMORANDUM

(Revised)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: July 16, 2024

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(F)(4)

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)(4)
7-16-24

RESOLUTION NO. _____ R-659-24

RESOLUTION APPROVING (1) A LEASE AGREEMENT BETWEEN MIAMI-DADE COUNTY, AS TENANT, AND AOA FLEXX, LLC, A FLORIDA LIMITED LIABILITY COMPANY, AS LANDLORD, AND (2) AN ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT BETWEEN MIAMI-DADE COUNTY, AS ASSIGNOR, AND THE STATE OF FLORIDA DEPARTMENT OF HEALTH, MIAMI-DADE COUNTY HEALTH DEPARTMENT (“DOH”), AS ASSIGNEE, FOR THE PREMISES LOCATED AT 2188-2192 NW 82 AVENUE, BUILDING 5203, DORAL, FLORIDA, TO BE UTILIZED BY DOH AS WAREHOUSE AND GENERAL OFFICE SPACE AT NO COST TO THE COUNTY FOR THE ENTIRE TERM OF FIVE YEARS PLUS TWO FIVE-YEAR OPTIONS TO RENEW; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR’S DESIGNEE TO EXECUTE BOTH AGREEMENTS AND TO EXERCISE ANY AND ALL OTHER RIGHTS CONFERRED THEREIN

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

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

Section 1. Incorporates the foregoing recital and approves (1) the Lease Agreement (“Lease”) between Miami-Dade County, as tenant, and AOA Flexx, LLC, a Florida limited liability company, as Landlord, for premises located at 2188-2192 NW 82 Avenue, Building 5203, Doral, Florida (Folio No: 35-3034-011-0010), to be utilized by the State of Florida Department of Health, Miami-Dade County Health Department as warehouse and general office space, at no cost to the County, for the initial lease term of five years plus two five-year options to renew, in substantially the form attached hereto as Exhibit A; and (2) the Assignment and Assumption of Lease Agreement (“Assignment Agreement”) between Miami-Dade County, as Assignor, and the State of Florida Department of Health, Miami-Dade County Health Department, as Assignee.

MDC007

Section 2. Authorizes the County Mayor or the County Mayor’s designee to execute the Lease and the Assignment Agreement for and on behalf of Miami-Dade County and to exercise any and all other rights conferred therein.

The foregoing resolution was offered by Commissioner **Anthony Rodriguez**, who moved its adoption. The motion was seconded by Commissioner **Danielle Cohen Higgins** and upon being put to a vote, the vote was as follows:

Oliver G. Gilbert, III, Chairman	aye		
Anthony Rodriguez, Vice Chairman	aye		
Marleine Bastien	aye	Juan Carlos Bermudez	absent
Kevin Marino Cabrera	absent	Sen. René García	aye
Roberto J. Gonzalez	aye	Keon Hardemon	aye
Danielle Cohen Higgins	aye	Eileen Higgins	aye
Kionne L. McGhee	aye	Raquel A. Regalado	aye
Micky Steinberg	aye		

The Chairperson thereupon declared the resolution duly passed and adopted this 16th day of July, 2024. 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

JUAN FERNANDEZ-BARQUIN, CLERK

By: **Basia Pruna**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

SMG

Sophia Guzzo

Exhibit A

LEASE AGREEMENT

THIS AGREEMENT made on the² day of ^{October}, 2023, by and between AOA Flexx, LLC, a Delaware limited liability company, hereinafter called the "LANDLORD," and MIAMI-DADE COUNTY, a political subdivision of the State of Florida, hereinafter called the "TENANT,"

WITNESSETH:

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

5,100 rentable square feet of air-conditioned warehouse space, located at 2188-2192 NW 82 Avenue, Building 5203, Doral, Florida 33126 together with onsite parking in common with other tenants, see attached hereto and marked as Exhibit A.

TO HAVE AND TO HOLD unto the said TENANT for a term of five (5) years, commencing on the "Effective Date, which shall be the first day of the month following ten (10) days after the date of its adoption by the Miami-Dade County Commissioner, unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by the Miami-Dade County Board of County Commissioners. The date on which this Lease become effective as provided herein is called the "Commencement Date" and expiring five (5) years thereafter, (the "Expiration Date"). Tenant shall pay an annual rental of Ninety-One Thousand Eight Hundred Dollars and 00/100 (\$91,800.00), payable in twelve (12) equal monthly installments of Seven Thousand Six Hundred Fifty Dollars and 00/100 (\$7,650.00), payable on the twenty-third day of every month to AOA Flexx, LLC, 1200 N.W. 78th Avenue, Suite 203, Doral, Florida 33126 or at such other place and to such other person as LANDLORD may from time to time designate in writing, as set forth herein. The initial Base Rent shall increase by three percent (3%) annually on the anniversary of the Commencement Date each year thereafter.

The October monthly installment rental payment for each year will be processed by the County after the close of the County's fiscal year, for each calendar year, and shall not be deemed late.

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

ARTICLE I
USE OF DEMISED PREMISES

The area of the demised premises shall be used by tenant for the performance of county business by county departments, agencies, and authorities and for the performance of work incidental thereto, which will necessarily entail services performed for the general public, specifically including use by the Miami-Dade County Health Department, an agency of the State of Florida Department of Health, with consent of landlord.

ARTICLE II
CONDITION OF DEMISED PREMISES

TENANT hereby accepts the Demised Premises to be in a state of good repair and suitable for usage by TENANT at the commencement of this Lease Agreement.

ARTICLE III
UTILITIES

LANDLORD, during the term hereof, shall pay all charges for water, waste disposal services used by TENANT. TENANT during the term hereof, shall pay for electricity used by TENANT.

ARTICLE IV
MAINTENANCE

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

Plumbing and electrical lines, fixtures, and equipment;
Trash and refuse disposal;
Air-conditioning and heating equipment;
Roof and roof leaks and all other structural elements of the building;
Doors, and frames;

Fire equipment, including inspection as required by applicable fire codes.
Electrical, mechanical, utility and plumbing systems servicing the Demises Premises;

LANDLORD, at its sole cost and expense, shall perform or cause to be performed in the Demised Premises during the term of this Lease Agreement (except for Saturdays, Sundays, and holidays) after 5:00 p.m. the aforementioned maintenance.

Upon the failure of LANDLORD to effect repairs or perform the above-stated services pursuant to this Lease Agreement after fifteen (15) days' written notification to do so by TENANT, TENANT may cause the repairs to be made and deduct their cost from the rental payments due and to become due until in each instance TENANT has fully recovered such costs in accordance with audited costs of repair furnished by TENANT to LANDLORD. In the event of an emergency, TENANT after proper notification to the LANDLORD and failure of the LANDLORD to take immediate action, may perform repairs that are the LANDLORD's responsibility and receive a credit against rental payments or a cash reimbursement from LANDLORD for the actual costs thereof. During the term of this Lease Agreement or any renewal thereof, if in TENANT's reasonable judgment a condition exists with respect to any matter in which the LANDLORD is obligated to maintain, that which adversely affects TENANT's operations, and after proper notice, LANDLORD fails to repair same as required, TENANT may make such repairs and deduct the cost thereof from rental payments or any other amounts due to LANDLORD hereunder. All of the aforesaid repairs shall be made with reasonable diligence and in a good and workmanlike manner.

ARTICLE V **ALTERATIONS BY TENANT**

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

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

ARTICLE VI **DESTRUCTION OF DEMISED PREMISES**

In the event the Demised Premises or any portion thereof should be destroyed or so damaged by fire, windstorm, or other casualty to the extent that the Demised Premises are rendered untenable or unfit for the purpose of TENANT, LANDLORD shall have ninety (90) days to make Demised Premises tenantable, otherwise either party may cancel this Lease Agreement by the giving of written notice to the other; however, if neither party shall exercise the foregoing right of cancellation within ninety (90) days after the date of such destruction or damage, LANDLORD shall cause the building and Demised Premises to be repaired and placed in good condition as soon as practical thereafter. In the event of cancellation, TENANT shall only be liable for rents only until the date of such fire, windstorm, or other casualty. In the event of partial destruction which shall not render the Demised Premises wholly tenantable the rents shall be proportionately abated in accordance with the extent to which TENANT shall be deprived of use and occupancy. TENANT shall not liable for rent during such period of time as the Demised Premises shall be totally untenable by reason of fire, windstorm, or other casualty.

ARTICLE VII **DISABLED INDIVIDUALS**

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

LANDLORD further warrants that the Demised Premises and access thereto, including but not limited to rest rooms, hallways, entryways to the street, and accessible parking, if parking is provided under the Lease Agreement, shall be in compliance with the accessibility standards for government programs contained in the ADA and all requirements of Section 553.501 et seq. of the Florida Statutes LANDLORD

covenants and agrees that the Demised Premises and access thereto shall at all times be maintained in accordance with the requirements of Section 255.21 of the Florida Statutes at LANDLORD's cost and expense, except where changes are required as a result of TENANT's change in program or work force.

LANDLORD agrees to correct any and all violations of the obligations of LANDLORD under this Section within thirty (30) days of written notice by TENANT of the existence of the same, provided that, if such violations cannot feasibly be corrected within said thirty (30) day period, then LANDLORD agrees to commence such repairs within said thirty (30) day period and to diligently pursue the completion of same within a reasonable period thereafter.

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

ARTICLE VIII **NO LIABILITY FOR PERSONAL PROPERTY**

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

ARTICLE IX **SIGNS**

Interior and/or exterior signs will be of the design and form of letter to be first approved by LANDLORD, the cost of painting to be paid by TENANT. All signs shall be removed by TENANT at termination of this Lease Agreement and any damage or unsightly condition caused to building because of or due to said signs shall be satisfactorily corrected or repaired by TENANT.

ARTICLE X
LANDLORD'S RIGHT OF ENTRY

LANDLORD or any of its agents shall have the right to enter said Demised Premises during all reasonable working hours, accompanied by a Tenant representative, upon the giving of twenty-four (24) hours' prior notice, unless an emergency exists, to examine the same or to make such repairs, additions, or alterations as may be deemed necessary for the safety, comfort, or preservation thereof of said building or to exhibit said Demised Premises and to put or keep upon the doors or windows thereof a notice "FOR RENT" at any time within one hundred and eighty (180) days before the expiration of this Lease Agreement.

ARTICLE XI
LIABILITY FOR DAMAGE OR INJURY

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

ARTICLE XII
PEACEFUL POSSESSION

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

ARTICLE XIII
SURRENDER OF DEMISED PREMISES

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

ARTICLE XIV
INDEMNIFICATION AND HOLD HARMLESS

(a) The Landlord shall indemnify and hold harmless the Tenant and its officers, employees, agents and instrumentalities from and any all liability, losses or damages, including attorneys' fees and costs of defense, which the Tenant or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to, or resulting from the negligence of the Landlord or negligence of its employees, agents, partners, principals or subcontractors. Landlord shall pay all claims and losses in connections therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Tenant, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. Landlord expressly understands and agrees that any insurance protection required by this Lease or otherwise provided by Landlord shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Tenant, or its officers, employees, agents, and instrumentalities as herein provided.

(b) If the Tenant's use and occupancy is materially interfered with as a result of any act or inaction by the Landlord, its employees, agents, contractors, licensees, and/or invitees, then, in addition to any other remedy, the Tenant shall be entitled to an abatement of the Base Rent.

(c) The Tenant shall not be liable for any damage or injury which may be sustained by any party or person on the Demised Premises, or in the Building, or on the Land, other than the damage or injury caused solely by the negligence of the Tenant, its officers, and employees, subject to the limitations of *Florida Statutes*, Section 768.28.

ARTICLE XV
SUCCESSORS IN INTEREST

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

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

ARTICLE XVI
ASSIGNMENT BY LANDLORD

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

ARTICLE XVII
NON-DISTURBANCE

The Lease Agreement shall be subordinate and subject to all ground or underlying leases and mortgages covering the fee of the property, or which at any time thereafter affect the property, and to all renewals, modifications, or replacements thereof; provided, however, that with respect to any ground lease agreement, underlying lease agreement, or mortgage subsequent to the date of this Lease Agreement, such

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

ARTICLE XVIII **OPTION TO RENEW**

Provided this Lease Agreement is not otherwise in default, TENANT through its County Mayor or the County Mayor's designee is hereby granted the option to extend this Lease Agreement for two (2)

additional five (5) year renewal periods upon the same terms and conditions. The rental rate shall be adjusted by an increase of three percent (3%) each year of the option period over the rental rate of the prior year, by giving LANDLORD notice in writing at least one-hundred twenty (120) days prior to the expiration of this Lease Agreement or any extension thereof. Should TENANT neglect to exercise any extension option by the date specified above, TENANT's right to exercise shall not expire until thirty (30) business days after notice from LANDLORD of TENANT's failure to exercise the option.

ARTICLE XIX
ADDITIONAL RENT

- (A) SECURITY SERVICES: The TENANT agrees to pay additional rent of \$459.00 per year, which is equal to \$0.09 per square foot per year, for Roving Patrol Security Services.
- (B) WASTE REMOVAL FEE: The TENANT agrees to pay additional rent of \$190.00 per month for waste removal.
- (C) MIAMI-DADE COUNTY STORM SEWER UTILITY FEE: The TENANT agrees to pay additional rent of \$357.00 per year, which equals to \$0.07 per square foot per year for utility fees. The rates for A, B and C described above are subject to adjustments based upon actual operating costs, which are subject to audit by the TENANT.

ARTICLE XX
EARLY TERMINATION

TENANT, through its County Mayor, or the County Mayor designee, shall have the right to early terminate this Lease Agreement, or any portion thereof, without cause, at any time by giving LANDLORD written notice of termination to be effective ninety (90) days after delivery.

ARTICLE XXI
ASSIGNMENT AND SUBLETTING

The LANDLORD agrees to the assignment and delegation of all of TENANT's rights, duties and responsibilities of the Lease Agreement to the Florida Department of Health, Miami-Dade County Health Department, which is made part hereof, immediately upon execution by LANDLORD and TENANT of this Lease Agreement. Pursuant to Florida Statutes, Section 255.2502, the LANDLORD understands, and accepts and agrees that The State of Florida's performance and obligations to pay under this contract is

contingent upon an annual appropriation by the Legislature.

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

ARTICLE XXII
NOTICES

It is understood and agreed between the parties hereto that written notice addressed and sent by (a) by certified or registered mail, return receipt requested, first class, postage prepaid or (b) recognized overnight deliver such as FedEx and addressed as follows:

TENANT:

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

With copies to: County Attorney's Office
Miami-Dade County
111 N.W. 1st Street, 28th Floor
Miami, Florida 33128

LANDLORD:

AOA Flexx, LLC.
1200 N.W. 78th Avenue, Suite 203
Doral, Florida 33126

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

required in this Lease Agreement or required by law.

ARTICLE XXII
ENVIRONMENTAL QUALITY

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

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

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

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

D. NOTICE OF RENOVATION OPERATIONS. LANDLORD shall act to prevent the degradation of indoor air quality during any building renovation, remodeling, and similar activities that could allow off-gassing from embodied chemicals in construction materials, furniture, or equipment into spaces

occupied by and common areas used by TENANT. LANDLORD and its designated contractor will use only nontoxic paint or other surface coatings, and will cause the space to be continuously ventilated with outside air to prevent the build-up of chemical gases from construction materials, carpet, carpet glues, or other emissive materials during the buildout or renovation of the Demised Premises.

ARTICLE XXIII
WAIVER OF LANDLORD'S LIEN

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

ARTICLE XXIV
FORCE MAJEURE

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

ARTICLE XXV
LANDLORD'S DEFAULT

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

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

ARTICLE XXVI **WAIVER**

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

ARTICLE XXVII **DEFAULT OF TENANT**

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

ARTICLE XXVIII
AD VALOREM REAL ESTATE TAXES & INSURANCE

TENANT, upon submission of documentation of paid bills, shall reimburse LANDLORD as additional rent, its Proportionate Share of any increase, over the Base Year 2023 in ad valorem real estate taxes and insurance carried by LANDLORD. Real Property tax increase shall be calculated based on the November discounted rate. TENANT, upon submission of the documentation of paid bills, shall reimburse LANDLORD, as additional rent, its Proportionate Share of any increase, over the Base Year 2023, in the building's insurance expenses. "Tax Year" shall mean the fiscal year for which taxes are levied by any governmental authority. Tenant's "Proportionate Share" shall mean a fraction of which the numerator is the square footage of the Demised Premises and the denominator is the total rentable square footage of the building above grade which Proportionate Share is agreed to be 3.72%. If the Taxes for any Tax Year shall be more than the Base Tax 2023, TENANT shall pay as additional rent for such Tax Year an amount equal to TENANT'S Proportionate Share of the amount by which the Taxes for such Tax Year are greater than the Base Tax and is included as part of the "Real Estate Taxes and Insurance." It is agreed that the ad valorem taxes due in November of each year shall be the figure used in calculating the "Real Estate Taxes and Insurance".

ARTICLE XXIX
GOVERNING LAW

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

ARTICLE XXX
HOLDOVER

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

ARTICLE XXXI
WRITTEN AGREEMENT

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

ARTICLE XXXII
ESTOPPEL CERTIFICATES

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

- A. certifying that this Lease Agreement has been unmodified since its execution and is in full force and effect (or if Lease Agreement has been modified since its execution, that it is in full force and effect, as modified, and stating the modifications);
- B. stating the dates, if any, to which the rent and sums hereunder have been paid by TENANT;
- C. stating whether or not to the knowledge of LANDLORD or TENANT, as the case may be, there are then existing any defaults under this Lease Agreement (and, if so, specifying the same); and stating

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

ARTICLE XXXIV
RADON GAS

Radon is a naturally occurring radioactive gas that when it has accumulated in a building in sufficient quantities, may present health risk to persons who are exposed to it over time. Levels of radon that exceed Federal and State Guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

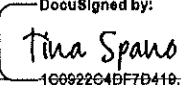
ARTICLE XXXV
RULES AND REGULATIONS

TENANT agrees to abide by LANDLORD'S rules and regulations ("Rules and Regulations") as per attached hereto as Exhibit "C".

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

(CORPORATE SEAL)

AOA Flexx, LLC, a Delaware Limited Liability Company

By: 
 16692264BF7D419...
 Tina Spano, Authorized Signatory

(OFFICIAL SEAL)

ATTEST:

JUAN FERNANDEZ-BARQUIN,
CLERK OF THE COURTS AND
COMPTROLLER

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

By: _____
Deputy Clerk

By: _____
Daniella Levine Cava
County Mayor (TENANT)

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

EXHIBIT A
PROPERTY APPRAISERS

PROPERTY INFORMATION ⓘ

Folio: 35 3034 011-0010

Sub-Division:
MIAMI INTL COMMERCE CENTER SEC 9

Property Address
2210 NW 62 AVE

Owner
AOA FLEXX LLC

Mailing Address
9050 PINES BLVD 101
PENGROKE PINES, FL 33024

PA Primary Zone
7650 INTENSIVE USE

Primary Land Use
4837 WAREHOUSE TERMINAL OR STG : WAREHOUSE OR
STORAGE

Beds / Baths / Half	0 / 0 / 0
Floors	1
Living Units	0
Actual Area	133,793 Sq Ft
Living Area	
Adjusted Area	133,793 Sq Ft
Lot Size	332,159 Sq Ft
Year Built	1998

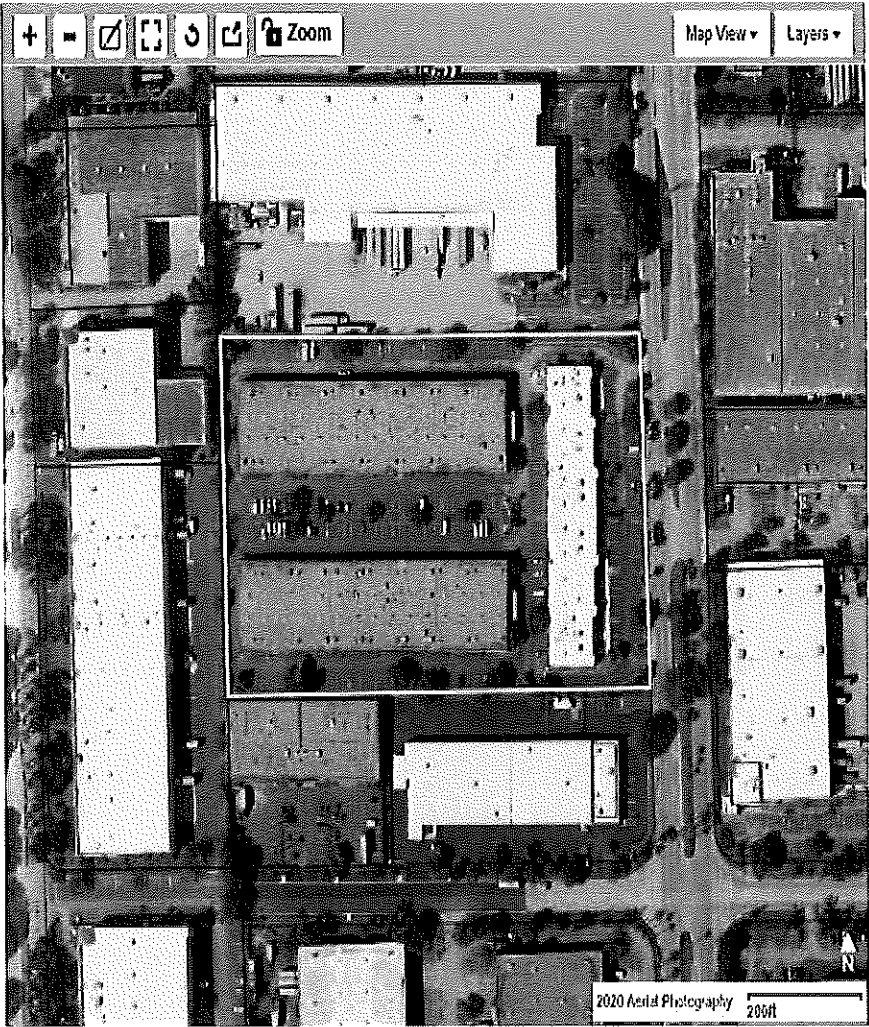


EXHIBIT B

HVAC SYSTEM PREVENTIVE MAINTENANCE FOR DEMISED PREMISES

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

- I. **FILTERS** - Applicable to all supply conditioned air to TENANT premises:
 - A. High-efficiency type (ASHRAE rated 85%) - preferred - changed every 2 years.
 - B. Electrostatic antimicrobial - minimum acceptable - cleaned every 30 days.
- II. **OUTSIDE AIR INTAKE** - applicable on all central systems:
 - A. Check for cleanness and operation if motorized louvers - filter preferred - quarterly.
- III. **TEMPERATURE AND HUMIDITY** - Temperature 73-78 degrees - Humidity 50-60%:
 - A. ASHRAE generally accepted comfort zone for South Florida.
 - B. Check controls and verify temperature and humidity are at or near guidelines - monthly.
- IV. **AIR HANDLER** - Separate type or self-contained in AC package unit as applicable:
 - A. Clean coils and check for leaks and loose connections - check quarterly.
 - B. Lubricate fan motors and check belts - quarterly.
 - C. Check air intake and exhaust - quarterly.
 - D. Check fan motors for overheating and vibration - quarterly.
 - E. Check structural frame for sturdiness - quarterly.
 - F. Check and clean contact points in switches - quarterly.
 - G. Check condensate drip pan for standing water. Clean and spray with algaecide quarterly.
 - H. Check, remove trash, and clean condensate drain and trap - quarterly.
- V. **COMPRESSOR** - Separate or self-contained in AC package unit as applicable:
 - A. Check for indication of leakage - monthly.
 - B. Check pressure and temperature - quarterly.
- VI. **PUMPS** as applicable:
 - A. Inspect belts for damage, tension, and alignment - quarterly.
 - B. Check bearings and seals (motor and pump) - quarterly or semi-annually.
 - C. Check phase voltage and impeller - yearly.
- VII. **COOLING TOWER** as applicable:
 - A. Check water level - minimum monthly - prefer weekly.
 - B. Check oil level in gear reducers - monthly.
 - C. Check for leaks and excessive noise or vibration - monthly.
 - D. Check water quality/chemical treatment - monthly.
- VIII. **BUILDING EXTERIOR:**
 - A. Check for water infiltration into walls or above ceilings to prevent mold and mildew - quarterly.
- IX. **CEILING TILES:**
 - A. Check and replace any ceiling tile that shows water stains to prevent mold spores - quarterly.
- X. **SUPPLY AND RETURN AIR DUCTS:**
 - A. Remove ceiling diffuser and clean, check for visible sign of dirt around the opening or dirt coming out of duct openings on supply air diffusers - yearly. If they are dirty, then clean the ducts.

EXHIBIT C

RULES AND REGULATIONS

1. Sidewalks, doorways, vestibules, halls, stairways and similar areas shall not be obstructed by tenants or used for any purpose other than access to and from the leased premises and for going from one to another part of the building.
2. Plumbing fixtures and appliances shall be used only for purposes constructed, and no sweeping, rubbish, rags or other unsuitable material shall be thrown or placed within the premises. Any damage resulting from such misuse of the premises shall be paid by Tenant, and Landlord shall not in any case be responsible for such.
3. No signs, advertisements or notices shall be painted or affixed on or to any windows or doors or other part of the building, except of such color, size and style and in such places as shall be first approved in writing by Landlord. No nails, hooks or screws shall be driven or inserted in any part of the building, after Tenant's improvements are completed, except by the building maintenance personnel; nor shall any part of the building be defaced by tenants.
4. A directory will be placed by Landlord, at its expense, in a conspicuous place in the building. No other directories will be permitted, unless previously authorized by Landlord in writing.
5. Tenants shall not do, or permit anything to be done, in or about the building, or bring or keep anything there, that will in any way increase the rate of fire or other insurance on the building, or on property kept there, or obstruct or interfere with the rights of, or otherwise injure or annoy other tenants, or do anything in conflict with the valid pertinent laws, rules or regulations of Landlord or any governmental authority.
6. Tenant shall notify the building manager when safes or other heavy equipment are to be taken in or out of the building and the moving shall be done under the supervision of the building manager, after written permission from the Landlord. Persons employed to move such property must be acceptable to Landlord.
7. Tenants shall not make or permit any improper noises in the building, or otherwise interfere in any way with other tenants, or persons having business with them.
8. Nothing shall be swept or thrown into the corridors, halls, elevator shafts or stairways. No birds or animals shall be brought into or kept in or about the building.
9. No machinery of any kind (other than normal office equipment) shall be operated on leased premises without the prior written consent of Landlord, who may condition such consent upon the payment by Tenant of additional rent as compensation for excess consumption of water or electricity, or both, occasioned by the operation of the machinery; nor shall Tenant use or keep in the building any inflammable or explosive fluid or substance, or any illuminating material, except candles.
10. Movement in or out of the building of furniture or office equipment, or dispatch or receipt by tenant of any merchandise or materials which requires use of elevators or stairways, or movement through building entrances, such as the lobby, shall be restricted to hours designated by Landlord. All such movement shall be under supervision of the building manager, by prearrangement. Such prearrangement must be initiated by Tenant and will be by determination of Landlord and subject to his decision and control, of the time, method and routing of movement, and limitations imposed by safety or other concerns which may prohibit any article, equipment or any other item from being brought into the building. Tenant is to assume all risks of damage to articles moved and injury to persons or public engaged or not engaged in such movement, including equipment, property and personnel of Landlord, if damaged or injured as a result of acts in connection with providing this service to Tenant, from time of the beginning through the completion of the moving or delivery; and Landlord shall not be liable for acts of any persons engaged in, or any damage or loss to any of said property or persons resulting from, any act in connections with such.
11. No draperies, shutters, or other window coverings shall be installed on exterior windows, walls or doors facing public corridors without Landlord's prior written approval. Landlord shall have the right to require installation and use of uniform coverings.
12. No portion of Tenant's area or any other part of the building shall at any time be used or occupied as sleeping or lodging quarters.

13. Landlord will not be responsible for lost or stolen property, equipment, money, or jewelry from Tenant's area or public rooms, regardless of whether such loss occurs when the area is locked against entry.

14. Landlord reserves the right to rescind any of these Rules and make such other further reasonable rules and regulations that Landlord shall from time to time believe conducive to the safety, protection, care and cleanliness of the building, its operation, the preservation of good order, and the protection and comfort of its tenants, their agents, employees and invitees, which Rules, when made and notice of them given to Tenant, shall be binding upon Tenant as if originally prescribed.

15. Tenant shall not commit, perform or do any of the following in or outside of the Leased Premises, parking areas or other common areas: wash, wax or repair vehicles; store or keep any boats, recreational vehicles, trailers, inoperable or unregistered vehicles; leave vehicle(s) in any parking area of the Property for an extended period of time.

EXHIBIT E

ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT ("Assignment") dated and made effective this _____ day of _____, 2023 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 _____, 2023, the Assignor entered into a Lease Agreement with AOA Flexx, LLC a Delaware Limited Liability Company, for a certain premises located at 2188-2192 NW 82 Avenue, Building 5203, Doral, Florida 33126 ("Lease Agreement"); and

WHEREAS, Assignor desires to assign, and hereby does assign, to Assignee, all rights, title and interest in the Lease Agreement dated _____, 2023, entered into by and between the Assignor and AOA Flexx, LLC, a Delaware 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 AOA Flexx, LLC, a Delaware 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 _____, 2023, between the Assignor and AOA Flexx, LLC, a Delaware 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 _____, 2023, between the Assignor and AOA Flexx, LLC, a Delaware limited liability company;

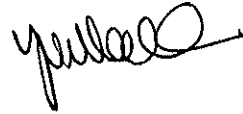
4. The Assignor shall not be liable for any damage or injury which may be sustained by any party or person related to the Lease Agreement other than the damage or injury caused solely by the gross negligence of the Assignor, its officers, employees, agents, invitees, or instrumentalities, subject to 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 AOA Flexx, LLC, a Delaware 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 AOA Flexx, LLC, a Delaware 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



By: _____

WITNESS

WITNESS

(OFFICIAL SEAL)

ATTEST:
JUAN FERNANDEZ-BARQUIN,
CLERK OF THE COURT AND
COMPTROLLER

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. _____