

Date: July 21, 2026

To: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor



Amended
Agenda Item No. 8(F)(2)

Resolution No. R-618-26

Subject: Lease Agreement between Miami-Dade County and 4106 Paraiso 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 12750 NW 17 Street, Unit 112, Sweetwater, Florida
Lease No. 25-3935-025-0120-L01

Executive Summary

This item seeks approval from the Board of County Commissioners (Board) to authorize the execution of the lease agreement (Lease Agreement), between Miami-Dade County (County) as Tenant, and 4106 Paraiso LLC (Landlord), as well as approval of the Assignment and Assumption of Lease Agreement to the State of Florida Department of Health (State DOH or Assignee), for the operation of administrative offices for Women, Infants, and Children (WIC). This facility will benefit the residents in the community as the State DOH plans on terminating the existing lease in Miami. The property is located at 12750 NW 17 Street, Sweetwater, Florida, (Premises) within District 12. The proposed Lease Agreement is for a term of three (3) years, with one (1), three-year option to renew.

Recommendation

It is recommended that the Board authorize execution of the Lease between the County and the Landlord for the use of property located at 12750 NW 17 Street, Unit 112, Sweetwater, Florida. Specifically, the resolution does the following:

- Authorizes the lease of approximately 2,045 square feet of office space together with eight (8) parking spaces in common with other tenants; and
- Authorizes a lease term of three (3) years; with one (1), three-year option 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 proposed 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. This item has been budgeted by the State of Florida, Department of Health, Miami-Dade County Health Department. The Lease Agreement, attached to this item's resolution as Attachment 1, contains the Assignment Agreement, attached therein as Exhibit 'B' as an exhibit to the Lease.

The total fiscal impact to Assignee for the initial year of the lease term is \$67,689.50, which is

comprised of base rent in the amount of \$44,990.04 (approximately \$22.00 per square foot), \$20,450.00 in Common Area Maintenance (CAM) charges and \$2,249.50 in a lease management fee that will be paid to the People and Internal Operations Department (PIOD) for 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 four percent annually on the anniversary of the Commencement date and each year thereafter.

PIOD has conducted a survey of the comparable rental values in the area of the subject property to determine the subject property's market rental value. The findings are as provided below:

- 13431-13453 NW 19 Lane, Miami, Florida – \$25 per square foot on an annual basis. Tenant is responsible for its proportionate share of operating costs and expenses.
- 2051 NW 112 Avenue, Miami, Florida – \$30 per square foot on an annual basis. Tenant is responsible for its proportionate share of operating costs and expenses.
- 11410 NW 20 Street, Miami, Florida – \$26 per square foot on an annual basis. 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. The organization's principal representative is Roberto Siqueira Rosa , Manager. Cindy Ramos-Leal, PIOD, is the lease monitor on behalf of the County.

Delegated Authority:

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

Background:

The current lease for the Assignee is at 11865 SW 26 Street (Coral Way) Unit J-2 and J-6. Per Resolution No. R-1172-17, approved by the Board on December 5, 2017, the lease is valid until December 31, 2028, and the tenant or Assignee has the right to cancel the lease at any time without cause, provided they give 90 days' written notice. The intent is to terminate the existing lease and replace it with this new agreement.

The subject property will be utilized by the Assignee for the purpose of providing administrative office space. State law and administrative procedure permits the State of Florida to lease space through the County. No County programs will operate from this leased 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. PIOD will provide and receive compensation for lease management services in accordance with Resolution No. R-118-25 which approves Florida Department of Health Core Contracts with the County.



Carladenise Edwards
Chief Administrative Officer



MEMORANDUM

(Revised)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: July 21, 2026

FROM: 
Gen Bonzon-Keenan
County Attorney

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

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Statement of social equity required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☐ No committee review
- ☐ Requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, majority plus one ____, CDMP 7 votes (majority of membership) ____, CDMP 2/3 members present but not less than 7 votes (majority of membership) ____, CDMP 9 votes (2/3 membership) ____) to approve
- ☒ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved	_____	Mayor	Amended Agenda Item No. 8(F)(2)
Veto	_____		7-21-26
Override	_____		

RESOLUTION NO. R-618-26

RESOLUTION APPROVING (1) A LEASE AGREEMENT BETWEEN MIAMI-DADE COUNTY, AS TENANT, AND THE 4106 PARAISO 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 12750 NW 17 STREET, UNIT 112, SWEETWATER, FLORIDA, TO BE UTILIZED BY DOH AS OFFICE SPACE AT NO COST TO THE COUNTY FOR THE ENTIRE TERM OF THREE YEARS PLUS ONE THREE-YEAR OPTION 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 AND TO PERFORM ALL ACTS 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:

Section 1. Incorporates the foregoing recital and approves (1) the Lease Agreement (“Lease”) between Miami-Dade County, as tenant, and 4106 Paraiso LLC, a Florida Limited Liability Company, as Landlord, for premises located at 12750 NW 17 Street, Unit 112, Sweetwater, Florida (Folio No: 25-3935-025-0120), to be utilized by the State of Florida Department of Health, Miami-Dade County Health Department as office space, at no cost to the County, for the initial lease term of three years plus one three-year option to renew, in substantially the form attached hereto; 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.

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 and to perform all acts necessary to effectuate same.

The foregoing resolution was offered by Commissioner **Juan Carlos Bermudez** , who moved its adoption. The motion was seconded by Commissioner **Oliver G. Gilbert, III** and upon being put to a vote, the vote was as follows:

Anthony Rodríguez, Chairman	aye		
Kionne L. McGhee, Vice Chairman	aye		
Marleine Bastien	aye	Juan Carlos Bermudez	aye
Sen. René García	aye	Oliver G. Gilbert, III	aye
Roberto J. Gonzalez	aye	Keon Hardemon	absent
Danielle Cohen Higgins	aye	Vicki L. Lopez	aye
Natalie Milian Orbis	aye	Raquel A. Regalado	aye
Micky Steinberg	aye		

The Chairperson thereupon declared the resolution duly passed and adopted this 21st day of July, 2026. 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 OF THE COURT AND
COMPTROLLER

By: Basia Pruna
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

JRA

Juliette R. Antoine

OFFICE LEASE

by and between

4106 PARAISO 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

_____, 2026

Lease No.: 25-3935-025-0120- L01

OFFICE LEASE

This Office Lease ("Lease"), is being entered into and made effective this ____ day of _____, 2026 (Effective Date), between 4106 PARAISO LLC, a Florida limited liability company ("Landlord"), whose principal place of business is located at 890 South Dixie Hwy, Coral Gables, Florida 33134, 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 3* of the Basic Lease Provisions, and as described and shown on the illustration attached hereto as Exhibit "A". The Premises is located on the Land as described below in *Item 2* of the Basic Lease Provisions. The Land 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. **Land (Folio No.):** 25-3935-025-0120
3. **Premises:** 12750 NW 17 Street, Unit 112, Sweetwater, Florida 33182, consisting of 2,045 sqft. of air-conditioned and heated office space along with eight (8) allocated parking spaces, not specifically assigned.
4. **Intentionally left blank**
5. **Term:** The Term of this Lease is three (3) years, commencing on the Lease Commencement Date and expiring three (3) years thereafter.
6. **Effective Date:** The Effective Date is the date that this Lease is signed by the Tenant, which may or may not be the Lease Commencement Date.
7. **Lease Commencement Date:** The Lease Commencement Date shall be the first (1) day of the month following the approval 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. However, if the County Mayor has vetoed this Lease, then the Lease Commencement Date shall be the date that the resolution is subsequently approved by two-thirds vote of the Board.
8. **Termination Date:** Three (3) years after the Lease Commencement Date
9. **Base Rent:** Twenty-Two Dollars (\$22.00) per square foot. After the first year, the Base Rent shall increase by approximately four (4%) percent each year, including the Renewal Option Period(s), as outlined below.

Base Rent:

12750 NW 17 St #112			
<u>Period</u>	<u>Monthly Base Rent</u>	<u>Annual Base Rent</u>	<u>Square Foot Cost</u>
Year 1	\$3,749.17	\$44,990.04	\$22.00
Year 2	\$3,899.14	\$46,789.68	\$22.88
Year 3	\$4,055.92	\$48,671.04	\$23.80

Renewal Option Period:

12750 NW 17 St #112			
<u>Period</u>	<u>Monthly Base Rent</u>	<u>Annual Base Rent</u>	<u>Square Foot Cost</u>
Year 1	\$4,217.82	\$50,613.84	\$24.75
Year 2	\$4,386.53	\$52,638.36	\$25.74
Year 3	\$4,562.06	\$54,744.72	\$26.77

10. **Rent Commencement Date:** Payment of Base Rent by Tenant shall commence on the first (1st) day of the month following the Lease Effective Date.
11. **Renewal Option:** One (1), three (3) year renewal option period.
12. **Additional Rent:** As additional rent, Tenant shall pay to the Landlord each calendar month, Tenant's proportionate pro-rata share of operating expenses as referenced below in Section 13 and in Section 3, subsection e, of the Standard Lease Provisions.
13. **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 janitorial services in the Premises.
 - (d) Renovation: Tenant, shall at its sole cost, shall perform or cause to be performed renovations in the Premises.
 - (f) HVAC: The Landlord shall provide appropriate heating and air conditioning to the Premises. The Tenant is responsible for the maintenance of the HVAC system.

- (g) Roof: Landlord is responsible for the maintenance of the roof
- (h) Waste: Tenant shall be responsible for determining dumpster/container rental size and frequency of waste removal pick-up services.
- (i) Pest Control: Landlord at its sole cost and expense, shall perform and be responsible for all pest control services, on an as-needed basis.
14. **Tenant's Pro Rata Share of Operating Expenses:** Tenant will pay its proportionate share of Operating Expenses for the maintenance and upkeep of the Land. For the year 2024, the property's Operating Expenses are anticipated to be Ten Dollars (\$10.00) per rentable square foot. Per year, the amount totals Twenty Thousand Four Hundred Fifty Dollars (\$20,450.04) which shall be subject to annual reconciliation, as described in Section 3 of the Standard Lease Provisions of this Lease. The annual amount paid monthly as additional rent for the first year is One Thousand Seven Hundred Four Dollars and Seventeen Cents (\$1,704.17).
15. **Tenant Improvements to the Premises:** Prior to the Commencement Date of this Lease, the Landlord installed, at the Landlord's sole cost and expense: a new HVAC system to service the Premises. The Tenant is responsible for the maintenance of the HVAC system. Landlord shall be responsible for the expenses incurred in replacing the HVAC system with an equivalent HVAC system, if replacement is deemed necessary by a certified technician designated by Landlord. However, should the HVAC system require replacement as a result of Tenant's gross negligence or intentional misconduct, Tenant agrees to reimburse Landlord for such expense through amortized monthly payments incorporated with the monthly Base Rent.
16. **Security Deposit:** Intentionally Deleted.
17. **Right of Early Cancellation:** Tenant shall have the right, at any time, without cause, to terminate this Lease by giving the Landlord at least ninety (90) days' advanced written notice of such cancellation. Upon such cancellation, this Lease shall terminate as though the cancellation date were the date originally fixed as the end of the Term of this Lease.
18. **Holdover:** Holdover Rent shall be 100% month-to-month of the Base Rent, as charged in the month proceeding the expiration of this Lease.
19. **Broker(s)**

Landlord's Broker: Landlord will pay a real estate commission to Commercial Property Group, Inc., per separate agreement.

Tenant's Broker: None
20. **Number of Parking Spaces:** Tenant, Tenant's patrons and employees, shall have the exclusive right to eight allocated parking spaces, not specifically assigned at all times.

21. **Address for Notices:**

To Landlord:

Roberto Siqueira Rosa, MGR
890 South Dixie Highway
Coral Gables, FL 33134

To Tenant:

Miami-Dade County
People and Internal Operations Department
Office of Real Estate and Development
111 N.W. First Street, Suite 2460
Miami, Florida 33128
Attention: Director

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 21), along with any and all exhibits, all of which are incorporated herein by this reference. In the event of any conflict between the information contained in the Basic Lease Provisions, and the language in the Standard Lease Provisions, which follow, the Standard Lease Provisions shall control.

STANDARD LEASE PROVISIONS

1. **LEASE GRANT**

(a) Landlord hereby leases to the Tenant that certain Premises, which is located at 12750 NW 17th Street, Miami, Florida 33182, consisting of 2,045 rentable square feet of office space.

(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 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 in Section 5 of this Lease.

(d) The Landlord hereby grants to the Tenant the non-exclusive right to use, in common with the Landlord, the portions of the Land intended to be used for common use, including, but not limited to parking lot areas, roads, driveways, passageways, landscaped areas.

2. **TERM**

(a) **Initial Term.** The initial Term of this Lease is for three (3) years, commencing on the Lease Commencement Date and expiring three (3) years thereafter.

(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, for a period of one (1), three (3) year Renewal Option period. The Renewal Option period shall be exercisable by written notice from the Tenant to the Landlord a minimum of ninety (90) days prior to the last day of the Term, so long as Tenant is not in default under this Lease. 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 sixty (60) day advanced notice to the Tenant reminding 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 period, shall increase by three (4%) percent annually, beginning from the amount of the Base Rent for the last month of the Term as outlined in Section 7 of the Basic Lease Provisions. 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 Renewal Option periods 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 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) Intentionally Deleted.

(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 Forty-Four Thousand Nine Hundred Ninety Dollars and Four Cents (\$44,990.04), which represents the Rent for a twelve (12) month period, at Twenty-Two Dollars (\$22.00) per square foot annually, such amount shall be payable by the Tenant on a monthly basis, in equal monthly installments of Three Thousand Seven Hundred Forty-Nine Dollars and Seventeen Cents (\$3,749.17). Then, commencing on the anniversary of this Lease, and every anniversary thereafter, the Tenant agrees that the Base Rent shall be increased by approximately four (4%) 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 or before the twentieth (20th) 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.

(e) "Operating Expenses" the Tenant shall pay to the Landlord each calendar month Tenant's proportionate pro-rata share of Operating Expenses associated with the Premises, which are incurred during the Term of this Lease and any Renewal Option period. The monthly amount of the Operating Expenses is anticipated to be Ten Dollars (\$10.00) per rentable square for year 2024. As a result, the agreed upon annual amount of the Tenant's annual proportionate share of Operating Expenses is Thirty-Five Thousand Dollars (\$35,000.00) for the first year of the Term of this Lease, and which amount shall be subject to annual reconciliation as provided below.

(f) For purposes hereof "Operating Expenses" are and shall mean the Tenant shall pay its proportionate share of (i) all commercially reasonable costs and expenses incurred by Landlord to manage and administer, as well as perform or contract for those items of maintenance and repair of the Premises, elevators, and (ii) all commercially reasonable costs, and expenses incurred by Landlord to maintain and repair the parking lot, sidewalks, driveways, all landscape areas and other common areas of the Premises and Land. (iii) all Real Property Taxes, Insurance, and the proportionate share of the property management fees. Such amounts are to be adjusted annually by Landlord on the basis of Landlord's actual costs for the previous year.

(g) Landlord's covenants as to maintenance of the Premises. Except with respect to Tenant's repair and maintenance obligations hereunder, Landlord represents, warrants and covenants that it shall maintain the Premises in the same or similar fashion as is reasonable and customary for the operation of similar office buildings in the area in which the Premises is located.

(h) Exclusions from Operating Expenses. Notwithstanding any other provision of this Lease to the contrary, the following items shall be excluded from Operating Expenses charges to be reimbursed or paid by Tenant:

1. All fees costs associated with a merchant's association or any similar association or any promotional fund;
2. Repairs or other work on the Land, occasioned by fire, windstorm or other casualty of an insurable nature or by the exercise of eminent domain or any expenditures for which Landlord is entitled to from any source including without limitation, insurance and condemnation proceeds;
3. All costs and expenses specifically associated with leasing to other tenants in the building on the Land, including but not limited to tenant improvement allowances, brokerage commissions and architectural fees, if any;
4. Renovating or otherwise improving or decorating, painting or redecorating space to other units on the Land for other tenants;
5. Costs of the original construction and costs incurred by Landlord for alterations or improvements to the Premises, which are considered capital repairs or capital improvements under generally accepted

accounting principles, except where such improvements were performed at Tenant's request or as a result of a violation caused by the Tenant;

6. Expenses in connection with services or other benefits of a type which are not provided Tenant but which are provided to another tenant or occupant, if any;
7. Costs, fines or penalties incurred due to violation by Landlord or any other tenant of the terms and conditions of any lease, laws or regulations, if any;
8. All items and services for which Tenant reimburses Landlord or pays third-parties;
9. Depreciation and amortization;
10. Income taxes, corporate taxes, corporation capital taxes, excise taxes, profits taxes or other taxes personal to the Landlord;
11. Expenses for repairs or maintenance related to the Premises which were reimbursed to Landlord pursuant to warranties or service contracts;
12. Costs incurred in removing the property of former tenants or other occupants of the Premises;
13. Cost of selling, syndicating, financing, mortgaging or hypothecating any of Landlord's interest in the Premises;
14. Costs incurred because of any tort by Landlord, its agents, employees or contractors;
15. Costs for holiday parties and events, and charitable and political contributions; and
16. Any bad debt loss, rent loss, or reserves for bad debts or rent loss.
17. Any costs incurred for employees' salaries.

(i) Reconciliation. Within ninety (90) days of the close of each calendar year, the Landlord shall provide to Tenant an accounting of all Operating Expenses, real property taxes, insurance, and such accounting, which shall include copies of any and all invoices for each and every expense, and copies of any and all cancelled checks or ACH bank payment providing evidence that such invoice was properly paid by the Landlord. Any overpayment or deficiency in Tenant's payments for Operating Expenses, for each year shall be adjusted between Landlord and Tenant, and Tenant shall pay Landlord or Landlord shall credit Tenant's account(s) (or if such adjustment is at the end of the Term, Landlord shall pay Tenant), as the case may be, within thirty (30) days of written notice to Tenant of such amounts as may be necessary to effect such adjustment.

(j.) Audit. Tenant shall have the right, upon not less than fourteen (14) days prior written notice to Landlord, to audit Landlord's books with respect to Operating Expenses charged to Tenant at any reasonable time during the term. Upon the Tenant's written request, the Landlord shall promptly furnish to the Tenant, Landlord's bills, records, receipts, insurance certificates and policies relating to the expenses for the Land and/or the Premises for any period during the Term of this Lease. In no event shall Tenant's right to audit relieve Tenant of its obligation to pay all amounts due as provided in this Lease. If the results of the audit show an overcharge to Tenant of the actual amount owed by Tenant, then Landlord shall reimburse Tenant for the reasonable costs of such audit, and Landlord shall credit or refund to Tenant any overcharge of such items as discovered by the audit within thirty (30) days of completion of such audit and the Landlord shall also pay to the Tenant an amount that equals twenty (20%) percent of the overcharge. If such audit discloses an undercharge of such items billed to Tenant, Tenant shall pay the costs of such audit and pay Landlord the amount of such undercharge within thirty (30) days of completion of such audit.

(k.) Tenant's Pro Rata Share. As referred to in this Lease, "Tenant's Pro Rata share" shall mean that portion of such Operating Expenses equal to the costs obtained by multiplying the total of such items for the Premises by a fraction, the numerator of which shall be the rentable floor area of the Premises, and the denominator of which shall be the total rentable floor area of the Building, which equals to 100%. Tenant shall have the right to measure and re-measure the Premises, as determined.

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 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; (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; (iv) constitute a public or private nuisance; (v) impair the appearance, character or look of the Premises; (vi) discharge objectionable fumes, odors, or vapors into the air conditioning system of the Premises, or into the Premises flues or vents not designed to receive them or otherwise in such manner as may unreasonably offend other occupants of the Premises; (vii) create unnecessary waste in, on or around the Premises; and/or (viii) make any noise or set up any vibration which will disturb other tenants, except in the course of repair, or alterations, or at other times authorized by the Landlord.

5. SERVICES AND UTILITIES

The Landlord and 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.

(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 services to the Premises used by the Tenant, which are separately metered.

- (c) Janitorial: Tenant, at its sole cost and expense shall perform or cause to be performed in the Premises.
- (d) Renovation: Tenant shall at its sole cost, perform or cause to be performed renovations in the Premises.
- (e) HVAC: The Landlord shall provide appropriate heating and air conditioning to the Premises, consistent with other office buildings in Miami-Dade County. The Tenant shall be responsible for the maintenance of the HVAC system.
- (f) Roof: Landlord shall be responsible for the roof and maintenance/repair of the ceiling tiles within the Premises.
- (g) Waste Disposal: Tenant shall be responsible for determining dumpster/container rental size and frequency of waste removal pick-up services.

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 Premises, including, but not limited to, the plumbing, and electrical systems (except for electrical and plumbing fixtures) that are installed or furnished by the Landlord throughout the Premises, unless issues to the maintenance and repairs are caused by the negligence, or the intentional or willful act of the Tenant, its agents, employees, licensees, or invitees, in which case the Tenant shall pay the Landlord the cost of such maintenance and/or repairs, less the amount of any insurance proceeds received by the Landlord on account thereof. The Landlord shall be solely responsible for any and all damages and repairs caused by the Landlord, and/or its employees, agents and/or vendors. The Landlord shall maintain and keep in good order, condition, and repair the Premises, 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, electrical closets; elevator; pest control; landscaping; walkways; pathways; sidewalks; and parking lot area. The Landlord shall comply with any and all building and zoning codes, as applicable. The Landlord shall make any and all repairs within a reasonable period following receipt of notice of the need thereof from the Tenant. If Landlord fails to make all repairs within 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.

1. In the event that mold or mold conditions are present at the Premises and provided mold or mold conditions were not caused by the negligence or willful misconduct involving acts or failure to act by Tenant or its agents or contractors, then Landlord, at its sole cost and expense, shall promptly: (A) hire trained and experienced certified mold remediation contractors to prepare a remediation plan and to remediate the mold or mold conditions at the Premises; (B) send Tenant notice, in writing, with a copy of the remediation plan, at least five (5) days prior to the mold remediation, stating: (i) the date on which the mold remediation shall start; (ii) which portion of the Premises shall be subject to the remediation; (iii) the name, address, and telephone number of the certified mold remediation contractors performing the remediation; (iv) the remediation procedures and standards to be used at the Premises; (v) the clearance criteria to be employed at the conclusion of the remediation; and (vi) the date the remediation will conclude; (C) notify, in accordance with any

applicable federal, state or local health or safety requirements, its employees as well as occupants and visitors of the Premises of the nature, location, and schedule for the planned mold remediation; (D) provide Tenant with a draft of the mold remediation report and give Tenant a reasonable opportunity to review and comment thereon, and when such report is finalized, promptly provide Tenant with a copy of the final remediation report.

2. In order to minimize any disruption to the Tenant's use of the Premises, the Landlord shall notify the Tenant in advance, within at least 24-hour 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. Should any of the Premises be unusable to the Tenant, as a result of the Landlord's repairs, the Tenant shall be entitled to rent abatement for the period of time such repairs are undertaken.

(b) Tenant's Duties. The Tenant, at Tenant's sole cost and expense, shall, except for services furnished or otherwise provided by the Landlord, maintain the Premises, and all trade fixtures contained therein ("within the four walls") in a safe, clean, and neat condition, and otherwise in good order and repair (note, standard electrical and plumbing fixtures are not included). The Tenant shall maintain lavatory, toilet, wash basin, kitchen facilities, HVAC system 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 made necessary by any negligence or willful misconduct of the Tenant, or any of its agents, vendors, employees, licensees, or invitees. In the event that the Tenant fails to so maintain the Premises in good order, condition, and repair, the Landlord shall give the Tenant thirty (30) days' notice to perform 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 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 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 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 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. Tenant may remain in the Premises up to thirty (30) days after the Termination Date, without the payment of Rent, for the sole purpose of removing Tenant's Property. If Tenant fails to remove any of Tenant's Property after vacating the Premises, beyond the aforementioned thirty (30) day period, without Landlord's consent, the Landlord, at Tenant's expense, may remove or store, the Tenant's Property and perform any other required clean-up and/or repairs to the Premises. Tenant, within sixty (60) days after receipt of an invoice from the Landlord, shall reimburse the Landlord for the reasonable cost incurred by the Landlord for the removal, or storing of Tenant's Property, and the clean-up and/or repair of the Premises.

(c) If the Landlord permits persons hired, retained, or requested by the Tenant (other than employees of the Tenant) to perform any alterations, improvements, and/or additions to the Premises, then prior to the commencement of such work, the Tenant shall deliver to the Landlord sufficient proof evidencing the appropriate licenses, and insurance as reasonably required by the Landlord. Any and all such insurance shall

name the Landlord as an additional insured and shall provide that the same may not be canceled or modified without thirty (30) days prior written notice to the Landlord.

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

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 permitted assignee, State of Florida, Department of Health in Miami-Dade County. 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, and upon written notice to Landlord of no less than thirty (30) days, assign or sublease the Premises to a different agency or department of the Tenant, and/or the State of Florida, including any department thereof at any time, and from time to time, so long as Tenant is not in default under this Lease. Any assignment or sublease without the Landlord's prior written consent, as required herein, shall be void or voidable, at the Landlord's discretion, and may, at Landlord's election, constitute a default hereunder, notwithstanding Landlord's acceptance of rent payments from any purported assignee or sub-tenant.

(b) Notwithstanding the foregoing, the Landlord agrees 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 all liabilities and obligations to Landlord thereafter occurring under this Lease. A copy of the Assignment and Assumption of Lease Agreement between the Tenant and the State of Florida, Department of Health in Miami-Dade County is attached hereto as "Exhibit B", 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, and the Land free from any liens arising out of any work performed, materials furnished, or obligations incurred by the Tenant. In the event that any lien is filed against the Premises and/or the Land or against any of the Landlord's property, as a result of or in connection with any work performed or materials furnished to the Tenant, or on Tenant's behalf, the Tenant shall promptly discharge or satisfy said lien within thirty (30) business days' of receipt of notice of such lien.

11. **EMINENT DOMAIN**

(a) If any part of the Premises and/or the Land (not resulting in a total taking of the Land, thereby causing a termination of this Lease) is taken under the power of eminent domain, or similar authority or power, or sold under imminent threat thereof, to any public or quasi-governmental authority or entity, this Lease shall terminate as to the part of the Premises so taken or sold, effective as of the date taking, or the date that delivery of possession is required, by such public or quasi-governmental authority or entity. The Rent for the remainder of the Term under this Lease shall be reduced in the proportion that the Tenant's total square footage of the Premises is reduced by the taking.

(b) If a total taking of the Premises and/or the Land occurs, or if a partial taking of the Premises 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 Premises 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 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) 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) 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, or upon any other part of the Premises, including building directories, shall be subject to the approval of the Landlord, which approval shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, the Tenant shall be permitted to place its logo, and/or shield, and/or flag on or about the Premises, and/or the Land, at its own sole cost and expense without such being altered, changed, revised, and/or modified by the Landlord.

(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; 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, flood (if in a 100-year flood zone), general liability with a minimum coverage of One Million Dollars (\$1,000,000.00) per-occurrence limit, and extended coverage insurance on the Premises 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 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) The Tenant shall not be liable for any damage or injury which may be sustained by any party or person on the Premises and/or on the Land, other than the damage or injury caused solely by the gross negligence of the Tenant, its officers, guests, invitees, and employees, subject to the limitations of *Florida Statutes*, Section 768.28.

16. **HAZARDOUS MATERIALS**

(a) The Landlord represents and warrants to the Tenant that, to its actual knowledge, 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 actual knowledge, information, and belief, the Premises 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 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 herein regarding Hazardous Materials.

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

If the entire Premises, or any substantial 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 Tenant shall have the right at any time within ninety (90) days following damage to the Premises to elect by notice to Landlord to terminate this Lease as of the date of such notice. In the event of minor damage is sustained to any part of the Premises, such damage or defects not being the result of any act of negligence by Tenant, or by any of Tenant's agents, employees, vendors, or invitees, and if such damage does not render the Premises unusable for Tenant's purposes, Landlord shall promptly repair such damage at the cost of the Landlord. In making the repairs called for in this paragraph, Landlord shall not be liable for any delays resulting from *force majeure*. Tenant shall be relieved from paying rent and other charges during any portion of the Term that the Premises is uninhabitable, inoperable, or otherwise unfit for occupancy, or use, in whole or in part, for Tenant's purposes. Rent payments and other charges paid in advance for any such periods shall be credited on the next 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 after the expiration of the cure period, 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) calendar 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; (iv) sue for all rents (including Base Rent, Additional Rent) which is due or outstanding (but cannot accelerate any rent) rents due under this Lease; and/or (v) 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, which default is not cured by Landlord within thirty (30) days after receipt of such written notice, or in the event such default cannot be reasonably cured within thirty (30) days, provided Landlord has not commenced to cure such default within such thirty (30) day period, and the Landlord shall immediately (within thirty (30) calendar days) reimburse the Tenant for all reasonable and customary costs and expenses, including, but not limited to labor and materials; alternatively, upon fifteen (15) days' prior notice, the Tenant shall be permitted to deduct the amount of such work from the Rent, provided the Landlord does not object in writing to such deduction and provided the costs of such work which are to be deducted from Rent are reasonable and customary.

(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 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. **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, 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, if request by Landlord's lender or bank, that it will execute such subordination and non-disturbance agreements, or other documents, as may be reasonably required by such lending institution, provided however, that the loan documents, mortgage, and/or subordination agreement, as the lending institution may direct, shall contain a provision which states, in effect, that the Tenant shall not be disturbed in its possession and occupancy of the Premises during the Term of this Lease so long as Tenant is in compliance with the terms and conditions of this Lease.

22. **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.

23. **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
People and Internal Operations Department
Office of Real Estate and Development
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: Roberto Siqueira Rosa
890 South Dixie Highway
Coral Gables, Florida 33134

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

(d) Landlord represents and covenants as of the commencement 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 exterior portion of the Premises is or will 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, at Landlord's expense. Landlord shall be responsible for any/all exterior improvements to the exterior portion of the Premises, which are to 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, at Landlord's sole expense. Tenant hereby represents and covenants that the interior portion of the Premises, which will be built-out in accordance to Tenant's and Landlord's agreement after the effectiveness of this Lease, is or will 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, at Tenant's expense.

(f) Intentionally deleted.

(g) Landlord represents and covenants that, to its actual knowledge, there are no vermin, termites of any kind or nature within the Premises. Should the Tenant find evidence of anything to the contrary, the Landlord shall immediately rectify the situation by 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 to provide better cellular telephone reception primarily for the Tenant, and its employees. Tenant will be responsible for any and all damages arising from such installation.

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. Nothing herein shall be deemed to relieve Tenant of its obligation to pay Rent when due.

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 Premises, 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 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, except 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, 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.

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

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

LANDLORD

4106 PARAISO LLC, a Florida limited liability company



By: _____

Name: Roberto Siqueira Rosa

Title: MGR

Dated: 03/27/26

(OFFICIAL SEAL)

TENANT

ATTEST:

JUAN FERNANDEZ-BARQUIN,
CLERK OF THE COURT AND COMPTROLLER

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

Dated: _____

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

EXHIBIT A



PROPERTY APPRAISER OF MIAMI-DADE COUNTY

Summary Report

Generated On: 03/12/2026

Folio 25-3035-025-0120
 Property 12750 NW 17 ST UNIT: 112
 Address SWEETWATER, FL 33182-0000
 Owner 4106 PARADISO LLC
 Mailing 800 S DIXIE HWY
 Address CORAL GABLES, FL 33146
 Primary Zone 6200 COMMERCIAL - ARTERIAL
 Primary Land 1818 OFFICE BUILDING - MULTISTORY:
 Use CONDOMINIUM - COMMERCIAL
 Beds / Baths 0 / 0
 Half
 Floors 0
 Living Units 1
 Actual Area
 Living Area 2,211 Sq.Ft
 Adjusted Area 2,211 Sq.Ft
 Lot Size 0 Sq.Ft
 Year Built 2020



Year	2025	2024	2023
Land Value	\$0	\$0	\$0
Building Value	\$0	\$0	\$0
Extra Feature Value	\$0	\$0	\$0
Market Value	\$652,245	\$744,223	\$574,860
Assessed Value	\$652,245	\$632,346	\$574,860

Benefit	Type	2025	2024	2023
Non-Homestead Cap	Assessment Reduction		\$111,877	

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Region).

FLIGHTWAY @ PANAV BUS CNTR CONDO
 UNIT 112
 UNDIV 3.6%
 INT IN COMMON ELEMENTS
 OFF REC 32023-3627

Year	2025	2024	2023
COUNTY			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$652,245	\$632,346	\$574,860
SCHOOL BOARD			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$652,245	\$744,223	\$574,860
CITY			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$652,245	\$632,346	\$574,860
REGIONAL			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$652,245	\$632,346	\$574,860

Previous Sale	Price	OR Book-Page	Qualification Description
07/08/2025	\$100,349	72-1505	Corrective, tax or QCD; min consideration
11/26/2024	\$100,347	12-0574	Corrective, tax or QCD; min consideration
12/19/2024	\$100,315	98-1135	Corrective, tax or QCD; min consideration
05/13/2024	\$909,000	34300-0359	Arbitrated parties

The information contained herein is for ad valorem tax assessment purposes only. The Property Appraiser of Miami-Dade County is continuously editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser of Miami-Dade County and Miami-Dade County assumes no liability, see full disclaimer and user agreement at <https://www.miamidade.gov/property-appraiser/faq>

EXHIBIT B

ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT ("Assignment") dated and made effective this _____ day of _____, 2026 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 _____, 2026, the Assignor entered into a Lease Agreement with 4106 PARAISO LLC, a Florida limited liability company, for a certain premises located at 12750 NW 17 Street #112, Sweetwater, Florida 33134 ("Lease Agreement"); and

WHEREAS, Assignor desires to assign, and hereby does assign, to Assignee, all rights, title and interest in the Lease Agreement dated _____, 2026, entered into by and between the Assignor and 4106 PARAISO 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 4106 PARAISO 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 _____, 2026, between the Assignor and 4106 PARAISO 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 _____, 2026, between the Assignor and 4106 PARAISO 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.

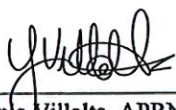
5. The Assignee shall not be liable for any damage or injury which may be sustained by any party or person related to the Lease Agreement other than the damage or injury caused solely by the gross negligence of the Assignee, its officers, employees, agents, invitees, or instrumentalities, subject to 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 4106 PARAISO 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 4106 PARAISO 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

By: 
Dr. Yesenia Villalta, APRN, DNP, MSN
Administrator Florida Department of Health in
Miami-Dade County

(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

Date: _____

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