



TO: Jose Luis Gomez, Chairman
and Members, Jackson Bond Citizens' Advisory Committee

FROM: Carlos A. Migoya, President & CEO

DATE: February 27, 2015

RE: Purchase of Property Located at 7800 NW 29th Street, Doral

Recommendation

It is recommended that the Jackson Bond Citizens' Advisory Committee recommend that the Public Health Trust Board of Trustees approve the attached resolution urging the Board of County Commissioners to authorize the purchase of property located at 7800 NW 29th Street, Doral, from AAAA Universe, LLC., a Florida limited liability company. The property is to be used for the expansion of healthcare services, including programs presented as part of the general-obligation bond approved by voters in November 2013.

Scope

The property comprises approximately 27.26 acres located at 7800 NW 29th Street, Doral. It is located in Commission District 12, which is represented by Commissioner Jose "Pepe" Diaz, and includes folio numbers 35-3027-037-0010, 35-3027-037-0020, and 35-3027-037-0030.

Fiscal Impact/Funding Source

The purchase price for the property is \$38,500,000 plus closing costs. This price is approximately 1 percent lower than the average appraised value of \$38,895,000, obtained from independent appraisals consistent with Miami-Dade County regulations and procedures. Proposed construction, equipment, and other capital needs on the site are expected to cost an additional \$31 million. Funding of approximately \$15,000,000 would be a capital contribution from Jackson Health System's operating budget. The balance of approximately \$54,500,000 would be funded through the Jackson Miracle-Building Bond Program, approved by voters in November 2013. That funding would include the entire \$40,000,000 allocated for a children's ambulatory center; \$10,000,000 from the \$353,000,000 allocated for technology and equipment; and \$4,500,000 from the \$40,000,000 allocated for urgent care centers.

Track Record/Monitoring

Madeline Valdes, corporate director of the Property Management Division would manage the purchase of this property. Isa Nuñez, vice president, facilities design and construction, would manage capital development on the site.

Background

The strategic vision and capital plan for Jackson Health System – including the commitments made as part of the Jackson Miracle-Building Bond Program in 2013 – call for the expansion of Jackson's footprint into communities that currently lack sufficient healthcare services in general and access to Jackson programs specifically. The ballot language in the November 2013 election spoke to "facilities located throughout the county, including, but not limited to, emergency rooms, children's ambulatory pavilion, and urgent care centers."

After extensive review of market data, demographics, land availability, and programmatic strategy, staff has identified a 27.26-acre property in the City of Doral that presents substantial opportunity to create a new Jackson campus in West Dade. The site would serve an area that is growing geographically, increasing its medical utilization, and is medically underserved by having no nearby emergency room and no Jackson facility of any kind.

Detailed analysis of the site confirms it is ripe for development of a free-standing emergency room/urgent care center for both adults and children; and a children's outpatient center that would provide primary and specialty care. The pediatric services would be equivalent to those currently provided at Holtz Children's Hospital and other programs at the Jackson Memorial Medical Center campus without requiring families to travel so far from their neighborhoods.

In the longer term, the site includes sufficient space to accommodate changes to healthcare and evolution of the community by allowing Jackson to consider further programming that may include services such as diagnostics, imaging, medical offices, ambulatory surgery, cardiac catheterization, dialysis, infusion, laboratory, optometry, outpatient rehabilitation, worker's compensation, a wellness center, and other programs.

The City of Doral has provided a zoning verification letter to confirm that Jackson's proposed uses of the site are permissible under existing zoning and land use.

The agreement is contingent upon approval of a subsequent lease to AAAA World, Inc., which will be presented as a companion item for the Trust Board's consideration.

The agreement for sale and purchase (Exhibit A) is also subject to review by the Board of County Commissioners. Based on the authority delegated to the Trust Board, any action by the Board of County Commissioners would also authorize the County Mayor or Mayor's designee to execute the sale and purchase; and designate the property to the Trust under Chapter 25A of the Code of Miami-Dade County.

Additional purchase details are as follows:

SELLER: AAAA UNIVERSE, LLC., a Florida Limited Liability Company

COMPANY PRINCIPAL: Kiran Patel, Manager

LOCATION:

Parcel 1: 7800 N.W. 29th Street, Doral, Florida.
Parcel 2: Northeast quadrant of N.W. 25th Street and N.W. 79th Avenue, Doral, Florida.
Parcel 3: Northwest quadrant of N.W. 25th Street and State Road 826, Doral, Florida.

SIZE:

Parcel 1: A 13.6 acre site improved with a warehouse/showroom building known as AAAA Universe.
Parcel 2: A 5.14 acre vacant upland site.
Parcel 3: An 8.52 acre vacant wetland site.

FOLIO NOS. Parcel 1: 35-3027-037-0010
Parcel 2: 35-3027-037-0020
Parcel 3: 35-3027-037-0030

ZONING: I, Industrial District
IC, Industrial Commercial District
CC, Commercial Corridor District

PURCHASE AMOUNT: \$38,500,000

APPRAISED VALUE: \$39,300,000 and \$38,490,000 (See attached appraisal summaries, Exhibit B)

AGREEMENT FOR SALE AND PURCHASE

Street Address: **7800 N.W. 29th Street**
 Doral, FL 33122-1104

Folio Nos.: **35-3027-037-0010**
 35-3027-037-0020
 35-3027-037-0030

This Agreement for Sale and Purchase is entered into as of the _____ day of _____, 2015 by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "Buyer," whose Post Office Address is 111 N.W. 1st Street, Suite 2460, Miami, Florida 33128, and AAAA UNIVERSE, LLC, a Florida Limited Liability Company, hereinafter referred to as "Seller" whose Post Office Address is 7800 N.W. 29th Street, Doral, FL 33122-1104.

WITNESSETH, that for and in consideration of the mutual covenants contained herein, the Buyer and Seller agree as follows:

1. **REALTY.** Seller agrees to sell to Buyer, and its successors in interest, and Buyer agrees to purchase from Seller that certain real property, located in Miami-Dade County, Florida, which real property is legally and more specifically described in Exhibit "A" hereto and incorporated herein by this reference, together with all tenements, hereditaments, privileges, servitudes, rights of reverter, and other rights appurtenant to said real property, if any, and all buildings, fixtures, and other improvements thereon, if any, all fill and top soil thereon, if any, all oil, gas and mineral rights possessed by Seller, if any, and all right, title and interest of Seller in and to any and all streets, roads, highways, easements, drainage rights, or rights-of-way, appurtenant to the Real Property, if any, and all right, title and interest of Seller in and to any and all covenants, restrictions, agreements and riparian rights as same may apply to and benefit the Real Property, if any (collectively, the "Real Property").

2. **PURCHASE PRICE.** Buyer agrees to pay a purchase price for the Real Property of Thirty-Eight Million Five Hundred Thousand and 00/100 Dollars (\$38,500,000).

The purchase price to be paid at closing shall be subject to adjustments, reductions and prorations provided for below and will be paid at closing by wire transfer of U.S. funds for the Real Property referenced above, as follows:

- (a) The purchase price shall be adjusted according to the net acreage as determined by the final survey as referred to in Paragraph 8 herein, and exclusive of any dedicated rights-of-way located, thereon.
- (b) The purchase price shall be reduced based upon results from environmental inspections which may include, but are not limited to soil borings, percolation, engineering studies, environmental tests and other studies and or other tests as Buyer considers necessary for Buyer and its consultants to review and evaluate

the physical characteristics of the Real Property and to perform certain work or inspections in connection with such evaluation.

- (c) The reductions in the purchase price shall be agreed upon between Buyer and Seller by thirty (30) days prior to closing. In the event the parties cannot agree upon the total reduction in the purchase price, then this Agreement shall be automatically terminated.

If the purchase price is changed based on (a) through (c) inclusive above, the new purchase price shall be agreed to by both parties, Buyer and Seller, within (15) days of notice from the Buyer to the Seller of the new purchase price ("New Price Notice"). Failure of either party to disapprove the new purchase price within (15) days of the New Price Notice, shall be deemed an automatic approval of the new purchase price.

If Seller shall be unable to convey title to the Real Property according to provisions of this Agreement, Buyer may: (i) elect to accept such title that Seller may be able to convey, with a reduction in purchase price; or (ii) terminate this Agreement. Upon such termination, this Agreement shall be null and void and the parties hereto shall be relieved of all further obligation and liability, and neither party shall have any further claims against the other.

3. Seller shall use its best effort to obtain the satisfaction or release of record of the following recorded title matters by thirty (30) days prior to closing:

- a. Unity of Title recorded in Official Records Book 16049, Page 2547, of the Public Records of Miami-Dade County, Florida.
- b. Covenant with Miami-Dade County recorded in Official Records Book 16049, Page 2540, of the Public Records of Miami-Dade County, Florida.
- c. Declaration of Use recorded in Official Records Book 16299, Page 1153, of the Public Records of Miami-Dade County, Florida.
- d. Agreement for water and sewage facilities with Miami-Dade County recorded in Official Records Book 16049, Page 2553, of the Public Records of Miami-Dade County, Florida.
- e. Easement granted to Miami-Dade County recorded in Official Records Book 16643, Page 3433, of the Public Records of Miami-Dade County, Florida.

4. INTEREST CONVEYED. Seller is the record owner of the fee simple title to the subject Real Property and agrees to convey good, marketable and insurable title by General Warranty Deed.

5. AD VALOREM TAXES. Buyer, a political subdivision of the State of Florida, is exempt from payment of ad valorem taxes. Therefore, it shall be Seller's responsibility to comply with Section 196.295, Florida Statutes by placing the appropriate amount of pro rata

taxes to the day of closing and any delinquent taxes in escrow with the Miami-Dade County Tax Collector.

6. TITLE INSURANCE. Buyer may, at its expense, within thirty (30) business days of the Effective Date of this Agreement, obtain a marketable title insurance commitment and furnish a copy to the Seller. Said commitment shall show a good, marketable and insurable title to the Real Property in the Seller's name. Buyer shall have ten (10) business days from receipt of title commitment to inspect said title documents and report defects, if any, in writing to the Seller. Buyer may at Buyer's expense obtain an owner's marketable title insurance policy (ALTA Form "B") from a title insurance company licensed by the State of Florida ("Title Company") in the amount of the purchase price. In addition, the policy shall insure title to the Real Property for the period between closing and recording of the General Warranty Deed. In connection herewith, Seller agrees to provide all affidavits and other documents as required by the title insurer. If the title commitment shows title to the Real Property to be unmarketable, uninsurable or contains unsatisfied exceptions, which are not satisfactory to Buyer, then this Agreement shall be rendered null and void and both Buyer and Seller shall be released of all obligations hereunder, except that Buyer may waive any defects and proceed with closing at Buyer's option, with a reduction in purchase price.

7. INSPECTIONS/HAZARDOUS MATERIALS. Buyer shall, at Buyers sole cost and expense and at least sixty (60) days from the Effective Date of this Agreement, furnish to Seller an environmental site assessment of the Real Property. The foregoing 60-day period shall be referred to herein as the "Inspection Period." The Buyer shall obtain a Letter of Current Enforcement Status of the Real Property by the Miami-Dade County Department of Regulatory and Economic Resources (DRER) and conduct a review of the environmental site assessment as required or recommended by DRER to determine the existence and extent, if any, of hazardous materials or toxic substances and hazardous waste on the Real Property in violation of any laws, ordinances, rules or restrictions of any governmental authority having jurisdiction. The term "Hazardous Materials" shall mean any hazardous or toxic substance, material or waste, it shall also include solid waste or debris of any kind. Should such inspections show defects to the Real Property, including the presence of hazardous material and/or excessive development cost, which Buyer is unable or unwilling to accept, Buyer may elect to terminate its processing of this Agreement by giving Seller written notice prior to the expiration of the Inspection Period, whereupon both Buyer and Seller shall be released from all further obligations hereunder, except those which expressly survive the termination hereof, unless Seller, in Seller's sole discretion, elects in writing to repair such defects to Buyer's satisfaction. If Seller agrees to repair such defects by Closing, Buyer will proceed to Closing without delay. If Seller is unwilling to repair such defects to Buyer's satisfaction, Buyer may waive all such defects and proceed to closing at Buyers option with adjustment to the Purchase Price, such option to be exercised in writing within thirty (30) days of Seller's notice to Buyer that Seller is unable or unwilling to repair such defects. If Buyer does not waive such defects, this Agreement shall terminate as above set forth. If the Letter of Current Enforcement Status or subsequent testing confirms the presence of hazardous materials or toxic substances and hazardous waste on the Real Property, Buyer or Seller may elect to terminate this Agreement within fifteen (15) days of receipt of such Letter or testing reports by giving written notice to the other party, whereupon both Buyer and Seller shall be released from all further obligations hereunder, except those which expressly survive the

termination hereof. Should Buyer and Seller elect not to terminate this Agreement and proceed with Closing, Seller shall, at Seller's sole cost and expense, promptly and diligently commence and complete any and all assessments and clean ups and monitoring of the Real Property necessary to obtain full compliance with any and all applicable governmental restrictions.

8. SURVEY. Buyer, at Buyer's sole cost and expense and not less than thirty (30) days prior to closing, procure a current, certified boundary survey of the Real Property prepared by a professional land surveyor licensed by the State of Florida. The survey shall be certified to the Buyer (and its agency, the Public Health Trust) and the Title Company. The date of certification shall be within sixty (60) days before the Closing date, unless this sixty (60) day time period is waived by Buyer and by the Title Company for purposes of deleting the standard exceptions for survey matters and easements or claims of easements not shown by the public records from the owners' title policy. The survey shall contain a certification of the number of square feet and calculated acreage contained in the Real Property, less any dedicated right of way thereon. If the survey shows any encroachment on the Real Property or that any improvements on the Real Property encroach on the land of others, the same shall be regarded as a title defect. The legal description in the survey shall be subject to Seller's and Buyer's approval.

9. RIGHT TO ENTER REAL PROPERTY. Seller agrees that Buyer and its agents shall, upon reasonable notice, have the right to enter the Real Property for all lawful and agreed upon purposes in connection with this transaction provided the Buyer shall indemnify and hold Seller harmless for damage or injury incurred by its agents, or caused by Buyer and its agents subject to all limitations of Section 768.28, Florida Statutes. Buyer may in the course of such entry make any invasive tests, alterations or improvements to the Real Property owned by Seller, with the express written consent of Seller, which consent may not be unreasonably withheld. The Buyer, at its sole option, may extend the Inspection Period for an additional Thirty (30) Days if based upon the results of the testing, additional testing is warranted. For the purpose of conducting the Environmental Inspection, Seller hereby grants to Buyer and its consultants and agents or assigns, full right of entry upon the Real Property during the Inspection Period through the closing date. If Closing does not occur, Buyer shall repair and restore the Real Property to the condition existing prior to any test or construction on the site.

10. TENANCIES; LEASE TO AAAA WORLD, INC. AS CONDITION TO SELL. Seller further warrants and represents that no person is living on or occupying the Real Property, that AAAA World Inc., is the tenant in possession of the warehouse located on Tract A of the Real Property and that there are no other leases or agreements and understandings affecting possession, use or occupancy of the Real Property. At closing, as a condition to Seller's obligations hereunder to sell the Real Property to Buyer, AAAA World, Inc. and Buyer (through the Public Health Trust of Miami-Dade County, an agency and instrumentality of Buyer) shall enter into the lease in substantially the form attached hereto and made a part hereof as Exhibit "B."

11. PRORATIONS. In addition to proration of taxes as provided in Paragraph 5 above, expenses for electricity, water, sewer, waste collection, and personal property taxes, if any and all revenue if any shall be prorated to the day prior to closing.

12. LIENS. All liens of record, including certified municipal and county liens, as well as special assessments, if any, shall be paid in full at or before closing by the Seller. If a pending lien has been filed against the subject Real Property which has not been certified as of the date of closing, and the work and improvements for which the lien was filed have been completed prior to the closing, despite the fact that the pending lien has not been certified, such lien shall be paid by the Seller.

13. CLOSING. The closing of this transaction shall be completed within ninety (90) calendar days of the Effective Date of this Agreement unless otherwise extended, as mutually agreed upon by both Buyer and Seller or as otherwise provided herein. The precise date, time, and place of closing shall be set upon agreement by Buyer and Seller.

14. TIME OF THE ESSENCE. Buyer and Seller mutually agree to fully and timely execute such papers as deemed necessary to complete the conveyance in accordance with the terms of this Agreement. Time is of the essence of this Agreement. All obligations are subject to Acts of God or Nature or any other occurrence, which is beyond the control of Seller or Buyer. All time periods except for Section 13 CLOSING, will be calculated in business days.

15. BROKERS. Any and all real estate fees or commissions claimed due pursuant to this transaction to any real estate broker or agent shall be paid by the Seller. Seller shall hold Buyer harmless from and against any and all claims, liability, cost, expense, damages, judgments and causes of action, including reasonable attorney's fees, based on real estate commissions claimed due pursuant to this transaction to any real estate broker or real estate agent.

16. EXPENSES. Seller shall be responsible for recording fees on the General Warranty Deed. Seller shall be responsible for the payment of Florida Documentary Stamp Taxes and Miami-Dade County Surtax on the General Warranty Deed.

17. LOSS. All risk of loss or damage to the Real Property by fire or other casualty, acts of God, shall be borne by Seller until transfer of title.

18. ACCESS. Seller warrants and represents that there is legal ingress and egress to the Real Property being purchased under this Agreement.

19. POSSESSION. Seller shall deliver possession of the Real Property and keys to all locks, if any, to the Buyer at closing, or shall enter into a lease with Buyer as set forth in paragraph 10 of this Agreement.

20. DEFAULT. If either party defaults under this Agreement, then the other party may waive the default and proceed with closing without adjustment to the purchase price, in which event any and all claims with respect to such default shall be deemed extinguished, or either party may seek specific performance. In no event shall either party be liable for any damages (actual, special consequential, punitive or otherwise) for any default under this Agreement.

21. LITIGATION. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs from the other party upon final court judgment, including appellate proceedings.

22. DISCLOSURE. Seller warrants that there are no facts which materially and adversely affect the physical condition and present use of the Real Property which have not been disclosed by Seller to Buyer or which are not readily observable to Buyer or which Buyer cannot discover during customary due diligence.

23. SUCCESSORS IN INTEREST. This Agreement will inure to the benefit of and be binding upon, and is intended solely for the benefit of the parties hereto, and their respective heirs, personal representatives, successors, and assigns; and no third party will have any rights, privileges or other beneficial interests herein or hereunder.

24. GOVERNING LAW. This Agreement is governed by and will be construed in accordance with the laws of the State of Florida, and in the event of any litigation concerning the terms of this Agreement, proper venue thereof will be in Miami-Dade County.

25. INVALID PROVISIONS. In the event any term or provision of this Agreement is held illegal, unenforceable or inoperative as a matter of law, the remaining terms and provisions will not be affected thereby, but will be valid and remain in force and effect, provided that the inoperative provision (s) are not essential to the interpretation or performance of this Agreement in accordance with the clear intent of the parties.

26. RECORDING. This Agreement or notice thereof may be recorded by Buyer in the minutes of the Clerk of the Board of County Commissioners of Miami-Dade County, Florida, but shall not be recorded in the official public records of the Clerk of the Court of Miami-Dade County, Florida.

27. ASSIGNMENT. Neither this Agreement nor any interest therein shall be assigned by Buyer or Seller without the express written consent of each other, which consent shall not be unreasonably withheld.

28. RADON GAS. Radon is a naturally occurring radioactive gas that, when it has accumulated in the building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed Federal and State guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your County Public Health Unit.

29. NOTICE. All communications regarding this transaction shall be directed to:

as to Buyer:

Carlos A. Migoya, CEO
Public Health Trust
1611 NW 12th Avenue

West Wing, Suite 117
Miami, FL 33136-1096

With a copy to:

County Attorney's Office
1611 NW 12th Avenue
West Wing, Suite 109
Miami, FL 33136-1096

Property Management Division
Corporate Director
1611 NW 12th Avenue
Institute Annex, Suite 419
Miami, FL 33136-1096
Telephone No.: (305) 585-7737

Miami-Dade County-Internal Services Department
Real Estate Development Division
111 NW 1st Street, Suite 2460
Miami, FL 33128

as to Seller:

Kiran Patel, Manager
AAAA Universe LLC
7800 NW 29th Street
Miami, FL 33122

With a copy to:

Deborah Edwards, Esq
Edwards & Associates, P.A.
10717 SW 104 Street
Miami, FL 33176

30. AWARD OF AGREEMENT. Seller represents and warrants that it has not employed or retained any person employed by the Buyer to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person employed by the Buyer any fee, commission percentage, brokerage fee, or gift for the award of this Agreement.

31. CONFLICT OF INTEREST. The Seller covenants that no person under its employ who presently exercises any functions or responsibilities in connection with purchase and sale of the Real Property has any personal financial interest, direct or indirect, in this

Agreement, except for the interest of the Seller in the sale of the Real Property. The Seller is aware of the conflict of interest laws of Miami-Dade County, Florida (Miami-Dade County Code Section 2-11-1) and the State of Florida (Chapter 112, Florida Statutes), and agrees that it shall comply in all respects with the terms of said laws and any future amendments, as well as all other federal or state laws or regulations applicable to the transaction that is the subject matter of this Agreement.

32. WAIVERS. No waiver by either party of any failure or refusal to comply with its obligations shall be deemed a waiver of any other or subsequent failure or refusal to comply. All remedies, rights, undertaking, obligations and agreement contained herein shall be cumulative and not mutually exclusive.

33. SURVIVAL OF REPRESENTATIONS/WARRANTIES. The representations and warranties contained in this Agreement shall survive the Closing and be enforceable by the respective parties until such time as extinguished by law.

34. PARTIAL INVALIDITY. In the event that any provision of this Agreement shall be unenforceable in whole or in part, such provision shall be limited to the extent necessary to render same valid, or shall be excised from this Agreement, as circumstances require, and this Agreement shall be construed as if said provision had been incorporated herein as so limited, or as if said provision had not been included herein, as the case may be.

35. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties hereto as it pertains to the subject matter contained herein and shall supersede and take precedence over any and all prior and contemporaneous agreements and understandings between the parties hereto.

36. EFFECTIVENESS. The effectiveness of this Agreement is contingent upon the approval by (i) the Board of Trustees of the Public Health Trust of Miami-Dade County; and (ii) the Miami-Dade County Board of County Commissioners ("Board"), provided, however, that such Board approval shall not be effective until the earlier of: a) the date the Mayor of Miami-Dade County indicates approval of such Board action; or b) the lapse of ten (10) days without the Mayor's veto (the "Effective Date"). In the event that the Mayor vetoes the Board approval, the Board approval shall not be effective in the absence of an override of the Mayor's veto that shall be at the next regularly scheduled meeting of the Board after the veto occurs, in which case such override date shall be the Effective Date. The actions of the Board and the Mayor in connection with the award or rejection of any contract rests within their sole discretion. The date of such approval of the Agreement by Buyer, as set forth above is the Effective Date of this Agreement.

IN WITNESS WHEREOF, the Buyer and Seller have duly executed this Agreement as of the day and year above written.

BUYER:

ATTEST:

MIAMI-DADE COUNTY

By: _____
Clerk

By: _____
County Mayor

Date: _____

SELLER:

Witness

Print

Witness

Print

AAAA Universe, LLC, a Florida Limited Liability Company

By:

Kiran Patel, Manager

Date:

2-19-15

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

I HEREBY CERTIFY, that on this 19 day of FEB, 2015, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared, Kiran Patel, as Manager, of AAAA Universe, LLC., a Florida Limited Liability Company, personally known to me, or proven, by producing the following identification: _____ to be the persons who executed the foregoing instrument freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official Seal at MIAMI, in the County and State aforesaid, on this, the 19 day of FEB, 2015.

Notary Public

(SEAL)

NOTARY SEAL / STAMP

Print Name

Notary Public, State of _____

My Commission expires _____

Approved as to form and legal sufficiency:

Assistant County Attorney

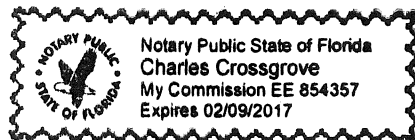


EXHIBIT “A”

DESCRIPTION OF PROPERTY ACQUISITION

(a) Legal Description:

See Exhibit “A-1”.
Containing 27.27 acres, more or less.

Folio Nos.: 35-3027-037-0010
35-3027-037-0020
35-3027-037-0030

(b) Street Address:

7800 NW 29 Street, Miami, Florida 33122-1104

Exhibit "A-1"

Tract A, of BLUE HERON LAKE, according to the Plat thereof, as recorded in Plat Book 144, Page 2, of the Public Records of Miami-Dade County, Florida.

AND

Tract B, of BLUE HERON LAKE, according to the Plat thereof, as recorded in Plat Book 144, Page 2, of the Public Records of Miami-Dade County, Florida, LESS the following parcel:

BEGIN at the Southwest corner of said Tract B lying upon the point of intersection of the West line of said Tract B with the existing North right-of-way line of the North Line Canal, as shown on the Miami-Dade County Public Work's Department's Right-of-Way Map for N.W. 25th Street, as recorded in Road Map Book 124, Page 40, of the Public Records of Miami-Dade County, Florida; thence North $01^{\circ} 36' 06''$ West along said West line, for a distance of 5.36 feet; thence departing from said West line, South $84^{\circ} 56' 12''$ East, a distance of 7.96 feet; thence South $88^{\circ} 56' 26''$ East, a distance of 192.08 feet to a point of intersection with the said North right-of-way line of the North Line Canal; thence South $89^{\circ} 40' 56''$ West, along the South line of said Tract B and said North right-of-way line, a distance of 199.83 feet to the POINT OF BEGINNING.

AND

Tract C, of BLUE HERON LAKE, according to the Plat thereof, as recorded in Plat Book 144, Page 2, of the Public Records of Miami-Dade County, Florida, LESS the following two parcels:

COMMENCE at the Southwest corner of said Tract C lying upon the point of intersection of the West line of said Tract C with the existing North right-of-way line of the North Line Canal, as shown on the Miami-Dade County Public Work's Department's Right-of-Way Map for N.W. 25th Street, as recorded in Road Map Book 124, Page 40, of the Public Records of Miami-Dade County, Florida; thence run North $89^{\circ} 40' 56''$ East along the South line of said Tract C and said North right-of-way line of the North Line Canal, for a distance of 187.31 to the POINT OF BEGINNING of the parcel hereinafter to be described: Thence run North $00^{\circ} 19' 14''$ West perpendicular with the previously described course for a distance of 5.50 feet; thence run North $89^{\circ} 40' 56''$ East parallel with said North right-of-way line of said North Line Canal for a distance of 11.00 feet; thence run South $00^{\circ} 19' 04''$ East perpendicular to said North right-of-way line for a distance of 5.50 feet; thence run South $89^{\circ} 40' 56''$ West along the South line of said Tract C and said North right-of-way line for a distance of 11.00 feet to the POINT OF BEGINNING.

AND

COMMENCE at the Southwest corner of said Tract C lying upon the point of intersection of the West line of said Tract C with the existing North right-of-way line of the North Line Canal, as shown on the Miami-Dade County Public Work's Department's Right-of-Way Map for N.W. 25th Street, as recorded in Road Map Book 124, Page 40, of the Public Records of Miami-Dade County, Florida; thence run North $89^{\circ} 40' 56''$ East along the South line of said Tract C and said North right-of-way line of the North Line Canal, for a distance of 339.19 to the POINT OF BEGINNING of the parcel hereinafter to be described: Thence run North $00^{\circ} 19' 14''$ West perpendicular with the previously described course for a distance of 2.50 feet; thence run North $89^{\circ} 40' 56''$ East parallel with said North right-of-way line of said North Line Canal for a distance of 11.00 feet; thence run South $00^{\circ} 19' 04''$ East perpendicular to said North right-of-way line for a distance of 2.50 feet; thence run South $89^{\circ} 40' 56''$ West along the South line of said Tract C and said North right-of-way line for a distance of 11.00 feet to the POINT OF BEGINNING.

EXHIBIT "B"

Lease by and between the Public Health Trust and AAAA World, Inc.

Exhibit "B"

LEASE AGREEMENT

This LEASE AGREEMENT ("Agreement") is entered into as of _____ (the "Lease Commencement Date"), by and between the PUBLIC HEALTH TRUST OF MIAMI-DADE COUNTY, FLORIDA, an agency and instrumentality of Miami-Dade County, Florida ("Landlord"), and Tenant.

WITNESSETH, that in consideration of the mutual promises of the Parties contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE I: EXHIBITS, REFERENCES & OTHER DEFINITIONS

1.1 Exhibits. The following Exhibits shall form a part of this Agreement and are incorporated herein:

<u>Exhibit "A"</u>	The Property
<u>Exhibit "B"</u>	The Premises
<u>Exhibit "C"</u>	Rules & Regulations
<u>Exhibit "D"</u>	Sign Package

1.2 References.

1.2.1 <u>Tenant</u> :	AAAA World, Inc., A Florida Corporation Employer Identification Number: <u>59-1829387</u>
1.2.2 <u>Tenant Notice Address</u> :	7800 NW 29 th Street Miami, Florida 33122-1104 Attention: Kiran Patel, President & Director Email address: kiran@aaaaworld.com
1.2.3 <u>Tenant Trade Name</u> :	AAAA Universe
1.2.4 <u>Tenant Floor Area</u> :	+/- 179,523 square feet
1.2.5 <u>Lease Commencement Date</u> :	The date Landlord closes on the purchase of the Property which is _____.
1.2.6 <u>Lease Termination Date</u> :	The close of the last calendar month of Rental Year 2, except when extended, then at the close of the last calendar month of the following: (a) Option 1 – Rental Year 3 (b) Option 2 – Rental Year 4 (c) Option 3 – Rental Year 5
1.2.7 <u>Renewal Options</u> :	Three (3) successive periods of one (1) years each, commencing as follows: (a) Option 1 – commencing on the first day of Rental Year 3. (b) Option 2 – commencing on the first day of Rental Year 4. (c) Option 3 – commencing on the first day of Rental Year 5.
1.2.8 <u>Advance Rent</u> :	Intentionally deleted.
1.2.9 <u>Security Deposit</u> :	Equal to two (2) monthly installments of Annual Base Rent.
1.2.10 <u>Letter of Credit</u> :	Intentionally deleted.
1.2.11 <u>Rent Commencement Date</u> :	The date Landlord closes on purchase of the Property which is _____.
1.2.12 <u>Annual Base Rent</u> :	Two Hundred Fifty Thousand and No/100 Dollars (\$250,000) per annum for Rental Year 1 and 2.

	One Million and No/100 Dollars (\$1,000,000) per annum for Rental Year 3, 4 and 5 (Option 1, Option 2 and Option 3).
1.2.13 <u>Rent Escalator</u> :	Intentionally deleted.
1.2.14	Intentionally deleted.
1.2.15 <u>Minimum Annual Guarantee</u> :	Intentionally deleted.
1.2.16 <u>Operating Charge</u> :	Intentionally deleted.
1.2.17 <u>Office Hours</u> :	Monday through Friday, no less than eight (8) hours per day; excluding all federal, state and county holidays.
1.2.18 <u>Permitted Use</u> :	Solely for retail store and distributor of consumer electronics and appliances.
1.2.19 <u>Prohibited Use</u> :	(a) any unlawful purposes or in any manner that will cause waste, nuisance, or unreasonable annoyance. (b) the sale or distribution, for the on- or off-premises consumption, of any alcoholic beverage. (c) Any other use not listed as a Permitted Use.
1.2.20 <u>Trash Factor</u>	Intentionally deleted.

1.3 Other Definitions. Any word contained in the text of this Agreement shall be read as the singular or the plural and as the masculine, feminine or neuter gender as may be applicable in the particular context. More specifically, however, for purposes of this Agreement, the following words shall have the meanings ascribed to them in this Section 1.3.

1.3.1 "ADA" shall have the meaning ascribed to it in Section 10.9.

1.3.2 "Additional Rent" shall mean all those additional sums, charges, or amounts which may become due under this Agreement, whether so labeled or not, and distinct from such recurring charges as Annual Base Rent.

1.3.3 Intentionally deleted.

1.3.4 "Agreement" shall have the meaning ascribed to it in the Preamble.

1.3.5 "Annual Base Rent" shall mean an annual rental amount, subject to adjustment pursuant to Section 5.1.1, plus applicable sales/use tax.

1.3.6 Intentionally deleted.

1.3.7 Intentionally deleted.

1.3.8 Intentionally deleted.

1.3.9 "Bond" shall have the meaning ascribed to it in Section 17.5.

1.3.10 "Building Floor Area" shall mean that certain improved portion of the Building intended to be leased to tenant, as depicted in Exhibit "B," which portion may be altered, reduced, expanded or replaced from time to time.

1.3.11 "Building" shall mean the property and the improvements constructed thereon, as depicted in Exhibit "B," attached hereto and made a part hereof, which improvements may be altered, reduced, expanded or replaced from time to time.

1.3.12 "Casualty Prevention" shall mean any action or effort of (or caused by) Landlord for the prevention or mitigation of damage to, or destruction of, the Building which may be the result of a Casualty.

1.3.13 "Casualty" shall have the meaning ascribed to it in Section 15.1.

1.3.14 Intentionally deleted.

1.3.15 "Common Area" shall mean those areas and facilities which may be furnished by Landlord or others in or near the Building for the non-exclusive general common use of tenant, their officers, agents, employees and customers, including (without limitation) parking areas, access areas, employee parking areas, truckways, driveways, loading docks and areas, delivery passageways, package pick-up stations, sidewalks, interior and exterior pedestrian walkways, malls, promenades, mezzanines, roofs, sprinklers, plazas, courts, ramps, common seating areas, landscaped and planted areas, retaining walls, balconies, stairways, escalators, elevators, bus stops, first-aid stations, sewage treatment facilities, lighting facilities, comfort stations or restrooms, civic center, meeting rooms, and other similar areas, facilities or improvements.

1.3.16 "County" shall mean Miami-Dade County, Florida, a political subdivision of the State of Florida, its agencies and instrumentalities.

1.3.17 Intentionally deleted.

1.3.18 "Default Rate" shall mean an amount equal to the maximum percentage permitted by law, not to exceed eighteen (18%) percent per annum.

1.3.19 "Display Apparatus" shall refer to display cases, exhibits, dioramas, backlit showcases, video (or other animated) displays, courtesy direct-line phones, brochure dispensers, kiosks, and restricted-use computer networks and terminals.

1.3.20 "Lease Commencement Date" shall mean the date the Landlord closes on the purchase of the Property and this Agreement shall have been signed by the President, which date shall be so entered and recorded on the signature page.

1.3.21 "Event of Default" shall have the meaning ascribed to it in Section 13.1.

1.3.22 "Federal Bankruptcy Code" shall mean Title 11 of the United States Code, entitled "Bankruptcy," as amended, together with all regulations promulgated thereunder.

1.3.23 "Force Majeure" shall mean failure of power for a period in excess of seventy two (72) consecutive hours, restrictive governmental law or regulation, riots, insurrection or wars, Acts of God, Casualty, acts of terrorism, and strikes, lockouts or other concerted industrial actions. In no event shall financial inability constitute Force Majeure.

1.3.24 "Governmental Authority" shall mean any federal, state, county, municipal or other governmental department, entity, authority, commission, board, bureau, court, agency, or any instrumentality thereof, having jurisdiction over the Premises or the activities conducted therein.

1.3.25 Intentionally deleted.

1.3.26 Intentionally deleted..

1.3.27 Intentionally deleted.

1.3.28 "Hazardous Materials Laws" shall mean all applicable requirements of federal, state and local environmental, public health and safety laws, regulations, orders, permits, licenses, approvals, ordinances and directives, including but not limited to, all applicable requirements of: the Clean Air Act; the Clean Water Act; the Resource Conservation and Recovery Act, as amended by the Hazardous and Solid Waste Amendments of 1984; the Safe Drinking Water Act; the Comprehensive Environmental Response, Compensation and Liability Act, as amended by the Superfund Amendments and Reauthorization Act of 1986; the Occupational Health and Safety Act; the Toxic Substances Control Act; the Pollutant Discharge Prevention and Control Act; the Water Resources Restoration and Preservation Act; the Florida Air and Water Pollution Control Act; the Florida Safe Drinking Water Act; and the Florida Environmental Reorganization Act of 1975.

1.3.29 "Hazardous Materials" shall mean any material, substance or waste that is or has the characteristic of being hazardous, toxic, ignitable, reactive or corrosive, including, without limitation, petroleum, PCBs, asbestos, materials known to cause cancer or reproductive problems and those materials, substances and/or wastes, including infectious waste, medical waste and potentially infectious biomedical waste, which are or later become regulated by any local governmental

authority or the United States Government, including, but not limited to, substances defined as "hazardous substances," "hazardous materials," "toxic substances," or "hazardous wastes" under any Hazardous Materials Laws.

1.3.30 "Holdover Period" shall have the meaning ascribed to in Section 3.4.

1.3.31 "Imposition" shall mean all assessments, fees, charges and levies imposed by a Governmental Authority, including without limitation, franchise fees, excises, impact fees, license and permit fees, levies, charges and taxes (including ad valorem real estate taxes on the land under the Premises and on the leasehold improvements, whether installed by the Tenant or by Landlord on the Tenant's behalf), personal property taxes, sales taxes, and fire fees of any kind now or hereafter enacted, whether general or special, ordinary or extraordinary, foreseen or unforeseen, and of which is properly levied against the Premises, the leasehold improvements, the leasehold estate, or any sub-leasehold estate, as applicable.

1.3.32 Intentionally deleted.

1.3.33 Intentionally deleted.

1.3.34 Intentionally deleted.

1.3.35 "Indemnitees" shall have the meaning ascribed to it in Section 17.6.

1.3.36 "Insurance Requirements" shall have the meaning ascribed to it in Section 17.1.

1.3.37 "IPSIG" shall have the meaning ascribed to it in Sections 20.24 and 20.25.

1.3.38 "Landlord Construction" shall have the meaning ascribed to it in Section 20.19.

1.3.39 Intentionally deleted.

1.3.40 Intentionally deleted.

1.3.41 Intentionally deleted.

1.3.42 "Landlord" shall have the meaning ascribed to in the Preamble.

1.3.43 "Lease Commencement Date" shall mean the date stated in Section 1.2.5.

1.3.44 "Lease Termination Date" shall mean the date or dates stated in Section 1.2.6.

1.3.45 Intentionally deleted.

1.3.46 "Liabilities" shall have the meaning ascribed to it in Section 17.6.

1.3.47 Intentionally deleted.

1.3.48 Intentionally deleted.

1.3.49 "Notice Recipient" shall have the meaning ascribed to it in Section 10.5.

1.3.50 "Notifying Party" shall have the meaning ascribed to it in Section 10.5.

1.3.51 Intentionally deleted.

1.3.52 "Parking Facility" shall mean any area designated by Landlord for the parking of automobiles, subject to any rule or regulation promulgated by Landlord.

1.3.53 "Parties" shall mean, collectively, the Landlord and the Tenant.

1.3.54 "Permitted Use" shall mean the uses stated in Section 1.2.18, subject to any prior agreement of Landlord prohibiting other uses and for no other purpose whatsoever.

1.3.55 “Person” shall mean any natural person, firm, partnership, association, corporation, limited liability company, trust, public body, authority, governmental unit or other entity.

1.3.56 “Premises” shall mean that portion of the Property being more particularly depicted in Exhibit “B,” attached hereto and made a part hereof.

1.3.57 “President” shall mean the President/Chief Executive Officer of the Landlord, or his/her designee.

1.3.58 “Prohibited Use” shall mean the uses stated in Section 1.2.19.

1.3.59 “Property” shall mean the land more particularly described in Exhibit “A,” attached hereto and made a part hereof, together with the building, parking lot, and all other improvements located thereon.

1.3.60 “Receipt” shall have the meaning ascribed to it in Section 20.1.

1.3.61 “Renewal Option” shall mean additional successive periods as stated in Section 1.2.7.

1.3.62 “Rent Commencement Date” shall mean the date stated in Section 1.2.11.

1.3.63 Intentionally deleted.

1.3.64 “Rent” shall have the meaning ascribed to it in Section 5.1.

1.3.65 “Rental Year” shall mean that period commencing on the Rent Commencement Date and terminating on either (a) at the close of the last calendar month to occur prior to the first (1st) anniversary of the Rent Commencement Date, if the Rent Commencement Date shall occur on the first day of a calendar month; or (b) at the close of the calendar month to occur during the first (1st) anniversary of the Rent Commencement Date, for a Rent Commencement Date occurring on any other date; and thereafter, in all circumstances, consisting of successive periods of twelve (12) calendar months each. Rental Years shall be referred to as Rental Year “x” where “x” equals the sequential Rental Year number beginning with the first Rental Year, referred to as Rental Year 1.

1.3.66 “Restricted Entity” shall mean (i) any Person named by any executive order of the United States Department of Treasury as a terrorist; (ii) any Person listed on the “Specially Designated National and Blocked Person” List, as amended from time to time, published by the Office of Foreign Assets Control; or (iii) other banned or blocked Person, or transaction pursuant to any law, order, rule, or regulation that is enforced or administered by the Office of Foreign Assets Control.

1.3.67 “Risk Administrator” shall mean the director of the Trust’s Department of Risk Management, or his/her designee.

1.3.68 “Security Deposit” shall mean the sum stated in Section 1.2.9, plus applicable sales/use tax.

1.3.69 Intentionally deleted.

1.3.70 Intentionally deleted.

1.3.71 “Office Hours” shall mean those hours stated in Section 1.2.17.

1.3.72 “Tax Year” shall mean each period as may be established by the taxing Governmental Authority having lawful jurisdiction over the Premises.

1.3.73 “Tenant Contractors” shall have the meaning ascribed to it in Section 7.2.

1.3.74 “Tenant Floor Area” shall mean the number of square feet, stated in Section 1.2.4, contained in that portion of the Building Floor Area constituting the Premises which shall be measured (a) with respect to the front and rear width thereof, from the exterior face of the exterior or corridor wall, or if none, from the center of the demising partition, to the opposite exterior face of the exterior or corridor wall or, if none, to the center of the opposite demising partition, and (b) with respect to the depth thereof, from the exterior face of the front exterior wall to the exterior face of the rear exterior wall, or corridor wall, or,

if neither, to the center of the rear demising partition; and in no case shall there be any deduction for columns or other structural elements within any tenant's premises.

- 1.3.75 Intentionally deleted.
- 1.3.76 "Tenant Notice Address" shall mean the address stated in Section 1.2.2.
- 1.3.77 "Tenant Representatives" shall have the meaning ascribed to in Section 10.5.
- 1.3.78 "Tenant Trade Name" shall mean trade name stated in Section 1.2.3.
- 1.3.79 "Tenant" shall mean the Person stated in Section 1.2.1.
- 1.3.80 "Term" shall have the meaning ascribed to it in Section 3.1.
- 1.3.81 "Termination Damages" shall have the meaning ascribed to it in Section 13.3.
- 1.3.82 "Trade Name License" shall have the meaning ascribed to it in Section 4.4.1.
- 1.3.83 Intentionally deleted.
- 1.3.84 Intentionally deleted.

ARTICLE II: PREMISES

2.1 Lease. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises, subject to any and all existing encumbrances and other matters of record, and the terms and conditions of this Agreement.

2.2 Quiet Enjoyment. Tenant, subject to the terms and conditions of this Agreement, upon payment of Rent, upon observing, keeping and performing all of its covenants and obligations under this Agreement, shall lawfully, peacefully and quietly have, hold and enjoy the Premises during the Term hereof without hindrance or ejection by any person lawfully claiming under Landlord.

2.3 Condition of Premises. Notwithstanding any other provision to the contrary, Tenant has inspected the Premises and accepts the same in its present "as is, where is" condition. Tenant agrees that Landlord has made no representation, warranty or inducement respecting the condition of the Premises to Tenant. Tenant's taking possession or occupying the whole or a portion of the Premises shall be deemed conclusive evidence of Tenant's acceptance of the Premises in satisfactory condition and in full compliance with all covenants and obligations of Landlord, if any, in connection therewith.

2.3.1 Condition at Surrender. At the expiration or sooner termination of this Agreement, Tenant shall surrender the Premises broom clean and in the same condition as when delivered by Landlord, or hereinafter improved by Tenant pursuant to Article VII, excepting depreciation caused by ordinary wear and tear, damage by Casualty, unavoidable accident or Act of God.

2.4 Access to Premises. In addition to any other right to enter the Premises under this Agreement, Landlord and its agents shall have the right to enter and pass through the Premises during business hours on business days (a) to examine the Premises and to show them to actual and prospective superior lessors, superior mortgagees, insurers or prospective purchasers, mortgagees or lessees of the Building, and (b) to make such repairs, alterations, additions and improvements in or to the Premises and in or to the building in which the Premises are located, or Landlord's facilities and equipment as Landlord is required to make. Landlord shall be allowed to take all materials into and upon the Premises that may be required in connection therewith, without any liability to Tenant and without any reduction of Tenant's covenants and obligations hereunder. Landlord shall use commercially reasonable efforts to minimize interference with the operation of Tenant's business.

2.4.1 Keys, Locks & Codes. Door locks may not be changed, or additional door locks installed without the prior written approval of the Landlord. Tenant shall provide Landlord with entrance-door keys for emergency access. Landlord shall have a current working copy of all keys, cards, or codes to all exterior doors providing ingress/egress to the

Premises. Tenant shall provide Landlord with such keys, cards, or codes prior to taking occupancy and within 24 hours upon change, modification or replacement. Tenant expressly acknowledges the potential safety implications related to its failure to comply with this Section 2.4.1, and that such failure shall constitute an Event of Default.

ARTICLE III: TERM

3.1 Term. The term of this Agreement shall commence on the Lease Commencement Date and shall terminate, without necessity of notice from either Party, on the Lease Termination Date, unless sooner terminated pursuant to any applicable provision of this Agreement ("Term").

3.2 Option to Extend. Tenant shall have the option to extend the Term of this Agreement through the exercise of a Renewal Option, as granted in Section 1.2.7, provided: (i) no default in the obligations of Tenant under this Agreement shall exist at the time such option is exercised; (ii) Tenant, and its affiliates, are current on any and all other obligations to Landlord and the County; (iii) Tenant shall provide notice to Landlord of its exercise of such option, the Receipt of which shall occur no less than One Hundred Eighty (180) calendar days prior to the Lease Termination Date, as the same may have been extended pursuant to this Section 3.2; and (iv) approval is granted by the Board of Trustees of the Public Health Trust of Miami-Dade County, Florida, or any successor governing body of Landlord.

3.3 Termination. This Agreement shall terminate on the Lease Termination Date, and Tenant hereby waives notice to vacate or quit the Premises and agrees that Landlord shall be entitled to the benefit of any and all provisions of law respecting the summary recovery of possession of the Premises from a tenant holding over to the same extent as if statutory notice had been given. Tenant hereby agrees that if it fails to surrender the Premises at the end of the Term, Tenant shall be liable to Landlord for any and all damages which Landlord shall suffer by reason thereof, and Tenant shall indemnify Landlord against all claims and demands made by any succeeding tenant.

3.4 Holding Over. If Tenant shall be in possession of the Premises after the expiration, or sooner termination, of the Agreement, the tenancy under this Agreement shall become a tenancy at sufferance, on a month-to-month basis, terminable by either Party upon notice thereof, Receipt of which shall occur no later than thirty (30) days prior to termination, and shall be subject to all terms and conditions contained in this Agreement as though the Term had been extended from month to month ("Holdover Period"). Such holding over shall not be deemed to operate as a renewal or extension of this Agreement, and nothing herein shall be interpreted to permit Tenant to retain possession of the Premises after the Lease Termination Date or sooner termination of this Agreement.

3.4.1 Holdover Rent. Notwithstanding the provisions of Section 3.4 to contrary, Tenant covenants to pay to Landlord, Rent adjusted as follows: (a) the Annual Base Rent payable hereunder for each month during the Holdover Period shall be two (2) times the monthly installment of the Annual Base Rent payable during the last month of the Term; and (b) all Additional Rent payable hereunder shall be prorated for each month during the Holdover Period.

ARTICLE IV: USE

4.1 Occupancy and Use. Tenant shall occupy the Premises on the Lease Commencement Date and shall, thereafter, have the non-exclusive right, privilege and obligation to continuously operate and use the Premises for the Permitted Use. Without limiting the general prohibition of the foregoing sentence, Tenant covenants not to use, nor permit the use of, the Premises for any Prohibited Use. Landlord reserves the right to permit individuals or entities other than Tenant (i) to carry on the same business as is being carried on by Tenant at the Premises, or (ii) to sell the same products as are being sold by Tenant at the Premises, at any other location owned or operated by Landlord or its affiliates, including within the building at which the Premises is located.

4.2 Legal Compliance. Tenant shall comply with all applicable laws, ordinances (including zoning ordinances and land-use requirements), rules, regulations and orders of all Governmental Authorities and any other public or quasi-public authority having jurisdiction over the Premises or the business activities conducted herein, including particularly, but without limitation, those concerning the use, occupancy and condition of the Premises and all machinery, equipment and furnishings located therein, and of any insurance underwriting board or insurance inspection bureau having or claiming a jurisdiction or any other body exercising similar functions and of all insurance companies from time to time selected by Landlord to write policies of

insurance covering the Building and its surrounding property and any business activity conducted therein or there-from. It is expressly understood that if any present or future law, ordinance, regulation or order requires an occupancy permit for the Premises, Tenant will obtain such permit at no cost to Landlord.

The Parties agree that this Agreement and its terms were not entered into as an inducement or payment for referral of patients by either party to the other. The amounts paid by Tenant to Landlord have been determined by the Parties, through good faith and arms-length bargaining, to be commercially reasonable and consistent with fair market value, and do not include any rebate, kickback, or other reduction in charge. The Parties agree to comply with all applicable laws, including, but not limited to, Stark and the Anti-Kickback statutes and regulations. The Parties further agree to restructure or amend this Agreement, if necessary, to facilitate such compliance.

4.3 Office Hours. Beginning on the Rent Commencement Date, Tenant covenants to open the Premises, fully fixtured, stocked and staffed, and to conduct its business in such a manner as to transact the maximum volume of business in and at the Premises and shall keep the Premises open for business during Office Hours or any period in extension thereof, or such other hours as may be established by the Landlord from time to time. Tenant agrees to pay to Landlord, as Additional Rent, an amount equal to One Hundred and No/100 Dollars (\$100.00) for each hour, or portion thereof, the Tenant fails to keep the Premises open for business during Office Hours, and such failure to open is not due to Force Majeure. The provisions of this Section 4.3 shall be in addition to any other remedy available to Landlord under this Agreement. Tenant shall not be in default of this Agreement for temporary closings in connection with maintenance or repairs, renovation or remodeling, inventories or other temporary closing in the normal course of business provided that Tenant is in Receipt of written consent from Landlord for such temporary closing.

4.4 Tenant Trade Name. Tenant agrees to conduct its business in and at the Premises at all times required hereunder, under Tenant Trade Name. The Tenant Trade Name shall not be altered without: (a) the Tenant having first been in Receipt of written consent from Landlord; and (b) such alteration to the Tenant Trade Name be made to a majority of stores, operated by the Tenant or Tenant affiliate, and operating under the Tenant Trade Name. Tenant agrees to make, at its sole cost and expense, all necessary alterations to signage on the Premises to reflect the altered Tenant Trade Name, no later than thirty (30) days following its Receipt of consent. In addition to the requirements of this Section 4.4, all alterations shall be performed pursuant to Article VIII of this Agreement.

4.4.1 Licensing. Tenant shall provide Landlord copies of fully executed licensing or franchise agreements by and between the Tenant and the applicable licensor, franchisor or other party, the terms of which shall grant Tenant the authority to operate under the licensed Tenant Trade Name pursuant to this Agreement ("Trade Name License"). Landlord shall be in Receipt of the Trade Name License, as required by this Section 4.4.1, no later than thirty (30) days prior to the Rent Commencement Date. Landlord shall have the right, in its sole and reasonable judgment, to determine whether the Trade Name License materially interferes with Tenant's ability to comply with Tenant's obligations under this Agreement, and in such event, the Landlord shall have the right to terminate this Agreement upon written notice to Tenant.

ARTICLE V: RENT, AUDITS & SECURITY

5.1 Rent; Rent Payments Due. Tenant covenants to pay to Landlord, as rent for the Premises, the following: (a) Annual Base Rent; and (b) Additional Rent (collectively, "Rent"), without any setoff, deduction, or demand therefor. Except as may be otherwise provided herein, Tenant shall not pay any Rent earlier than one (1) month in advance of the date on which it is due, and any Additional Rent which shall become due shall be payable with the next installment of Annual Base Rent.

5.1.1 Annual Base Rent. Tenant shall pay the Annual Base Rent in equal monthly installments in advance of the first day of each calendar month during the Term. The first such payment due under this Section 5.1.1 shall be prorated to include any period from the Rent Commencement Date to the first day of the first full calendar month to occur thereafter.

5.2 Annual Adjustments. Intentionally deleted.

5.2.2 No Waiver; Survival. Any delay or failure of Landlord in billing Tenant for the escalation of Annual Base Rent shall not constitute a waiver of or in any way impair the continuing obligation of Tenant to pay such escalation

of Annual Base Rent. Tenant's obligation to pay the escalated Annual Base Rent pursuant to Section 5.2, shall continue and shall cover all periods up to the scheduled expiration or early termination of this Agreement.

5.2.3 Intentionally deleted.

5.3 Late Charges; Interest. If Tenant shall fail to pay any Rent when the same is due, Tenant shall be obligated to pay a late payment charge equal to five (5%) percent of any Rent payment not paid when due to reimburse Landlord for its additional administrative costs. Any Rent which is not paid when the same is due shall bear interest at the Default Rate from the first day due until paid.

5.4 Intentionally deleted.

5.5 Intentionally deleted.

5.6 Intentionally deleted.

5.7 Rent Payments. All payments of Rent shall be by check, drawn on a United States bank, made payable to the **"Public Health Trust of Miami-Dade County, Florida,"** and delivered to Landlord at the following address:

To the Landlord: Public Health Trust of Miami-Dade County, Florida
1500 N.W. 12th Avenue, Suite 103
Miami, Florida 33136
Attn: Rent Collections

5.7.1 Returned Checks. In the event a check, due pursuant to Section 5.7.1, is returned to Landlord as a result of nonsufficient funds or is otherwise uncollectable, then in addition to any other remedy available under this Agreement, Tenant shall pay to Landlord, as Additional Rent, an administrative fee, the amount of which shall be the greater of (a) Fifty and No/100 Dollars (\$50.00); or (b) five (5%) percent of such returned check. Landlord may require Tenant to provide a certified or cashier's check upon the occurrence of any returned check.

5.8 Partial Rent Payments. Any payment by Tenant or acceptance by Landlord of a lesser amount than shall be due from Tenant to Landlord shall be treated as payment on account. The acceptance by Landlord of a check for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check, that such lesser amount is payment in full, shall be given no effect, and Landlord may accept such check without prejudice to any other rights or remedies which Landlord may have against Tenant.

5.9 Security Interests.

5.9.1 Trade Fixtures. To protect Landlord in the event Tenant defaults hereunder, Tenant hereby grants to Landlord a security interest in all goods, inventory, equipment, trade fixtures, and all personal property belonging to Tenant which are or may be put into the Premises during the Term and all proceeds of the foregoing. Said security interest shall secure all amounts to be paid by Tenant to Landlord hereunder, including all costs of collection and other costs as may be required herein, an administrative charge equal to fifteen (15%) percent of such costs, and any other indebtedness of Tenant to Landlord. Tenant agrees to sign any financing statement of security agreement requested by Landlord to perfect such security interest. The lien granted hereunder shall be in addition to any lien of Landlord that may now or at any time hereafter be provided by law.

5.10 Advance Rent. Intentionally deleted.

5.11 Security Deposit. Simultaneously upon the execution of this Agreement by Tenant, Tenant shall pay to Landlord the Security Deposit, the same to be held as security for performance by Tenant of all obligations imposed under this Agreement which Tenant is required to perform during the Term, and any extension thereof. If Tenant defaults in its payment of Rent or performance of any of its other obligations under this Agreement, and any renewals or extensions thereof, Landlord may, at its sole option and without any obligation, whether before or after enforcing its remedies against the Tenant under Article XIII hereof, retain, use, or apply the whole or any part of the Security Deposit to such extent, against any damages which Landlord

may sustain by reason of Tenant's failure to perform such obligations, but such application shall not preclude Landlord from recovering greater damages if the same can be established. In no event shall the Security Deposit serve as Advance Rent. If Landlord uses, applies, or retains all or any portion of the Security Deposit, Tenant shall restore the Security Deposit to its original amount within five (5) days of Receipt of written demand from Landlord. Tenant's failure to timely comply with the provisions of this Section 5.9 shall be an Event of Default. Except as may be required by applicable law, Landlord: (a) shall not be required to keep the Security Deposit separate from its own funds, and may commingle the Security Deposit with its own funds; (b) shall have no fiduciary responsibilities or trust obligations whatsoever with regard to the Security Deposit and shall not assume the duties of a trustee for the Security Deposit; and (c) shall not be required to keep the Security in an interest-bearing account. Provided that Landlord has determined, in its sole discretion, that Tenant has fully and faithfully complied with all the terms, provisions, covenants, and conditions of this Agreement, and any modification, extension, or renewal thereof, Landlord shall return any unused part of the Security Deposit to Tenant within a reasonable time following the expiration or earlier termination of the Agreement. The Security Deposit shall not be mortgaged or encumbered by Tenant, and neither Landlord nor its successors or assigns shall be bound by any such mortgage or encumbrance.

5.12 Letter of Credit. Intentionally deleted.

5.13 Guaranty. Intentionally deleted.

ARTICLE VI: TAXES AND IMPOSITIONS

6.1 Payment of Impositions. Tenant shall pay, or cause to be paid, all Impositions before they become delinquent (i.e., before any penalty, fine or interest is added to the amount due, but without any requirement that the amount due be paid by any date which will take advantage of any discounts available for early payment). If by law any Imposition is payable or may, at the option of the taxpayer, be paid in installments (whether or not interest shall accrue on the unpaid balance of the Imposition), Tenant may pay the same (and any accrued interest on the unpaid balance of the Imposition) in installments, but same shall in all events be paid before they become delinquent. Landlord may require that Tenant's leasehold improvements be separately assessed by the Governmental Authority.

6.2 Taxes on Rent. Tenant acknowledges and agrees that the amounts set forth herein as Rent do not include any and all applicable sales/use tax. In addition to the payment of any other tax or Imposition as may be required herein, Tenant shall pay to Landlord any sales, excise and other tax levied, imposed or assessed by a Governmental Authority upon any Rent payable hereunder.

6.3 Proof of Payment. Tenant shall provide, or caused to be provided, to Landlord, within thirty (30) days of payment of any tax or Imposition, official receipts of the appropriate Governmental Authority, photocopies thereof or other proof of payment satisfactory to Landlord.

6.4 Tax Year Adjustments. For a Tax Year in which the Term commences or terminates, the provisions of Sections 6.1 and 6.2 shall apply, but Tenant's liability for any Imposition or other tax for such year shall be subject to a pro rata adjustment based upon the number of days of such Tax Year falling within the Term.

ARTICLE VII: TENANT IMPROVEMENTS

7.1 Intentionally deleted.

7.2 Liens. No work performed by Tenant pursuant to this Agreement, whether in the nature of erection, construction, alteration or repair, shall be deemed to be for the immediate use and benefit of Landlord so that no mechanic's or other lien, or tax, shall be allowed against the estate or estates of Landlord by reason of any consent given by Landlord to Tenant to improve the Premises. Tenant shall place such contractual provisions as Landlord may request in all contracts and subcontracts for Tenant's improvements assuring Landlord that no mechanic's liens will be asserted against Landlord's interest or interests in the Premises or the property of which the Premises are a part. Said contracts and subcontracts shall provide, *inter alia*, the following:

(a) that notwithstanding anything in said contracts or subcontracts to the contrary, Tenant's contractors, subcontractors, suppliers and materialmen (collectively, "Tenant Contractors") will perform the work and furnish the required materials on the sole credit of Tenant;

(b) that no lien for labor or materials will be filed or claimed by the Tenant Contractors against the interest or interests of Landlord in the Premises or the property of which the Premises are a part;

(c) that the Tenant Contractors will immediately discharge any such lien filed by any of the Tenant Contractors' suppliers, laborers, materialmen or subcontractors; and

(d) that the Tenant Contractors will indemnify and save Landlord harmless from any and all costs and expenses, including attorneys' fees, suffered or incurred as a result of any such lien undertaken by the Tenant Contractors.

Tenant shall promptly pay all persons furnishing labor or materials with respect to any work performed by Tenant or Tenant Contractors on or about the Premises. If any mechanic's or other liens shall at any time be filed against the Premises or the property of which the Premises are a part by reason of non-payment of taxes, work, labor, services or materials performed or furnished, or alleged to have been regardless of whether any such lien is asserted against the interest or interests of Landlord, or Tenant, Tenant shall forthwith cause the same to be discharged of record or bonded to the satisfaction of Landlord. If Tenant shall fail to cause such lien forthwith to be so discharged or bonded within ten (10) days following Tenant's Receipt of notice of the filing thereof, then, in addition to any other right or remedy of Landlord, Landlord may bond or discharge the same by paying the amount claimed to be due, and the amount so paid by Landlord, including attorneys' fees incurred by Landlord either in defending against such lien or in procuring the bonding or discharge of such lien, together with interest thereon at the Default Rate and an administrative charge equal to fifteen (15%) percent of such costs, shall be due and payable to Landlord as Additional Rent.

7.3 Title to Leasehold Improvements. All leasehold improvements, excluding trade fixtures and apparatus, installed in the Premises at any time, whether by on behalf of Tenant or by or behalf of the Landlord, shall not be removed from the Premises at any time, unless such removal is consented to in advance by Landlord; and at the expiration, or early termination, of this Agreement, all such leasehold improvements shall be deemed to be part of the Premises, shall not be removed by Tenant when it vacates the Premises, and title thereto shall vest solely in Landlord without payment of any nature to Tenant.

7.4 Trade Fixtures. All trade fixtures and apparatus, excluding leasehold improvements, owned by Tenant and installed in the Premises shall remain the property of Landlord and shall not be removable at any time, including upon the expiration of the Term.

7.5 Required Refurbishments. Intentionally deleted.

ARTICLE VIII: REPAIRS AND ALTERATIONS

8.1 Repairs by Landlord. Landlord, at its expense, will make or cause to be made, structural repairs to exterior walls, structural columns, roof penetrations and structural floors which collectively enclose the Premises (excluding all doors, door frames, storefronts, windows and glass); provided Tenant shall give Landlord notice of the necessity for such repairs.

8.2 Repairs by Tenant. All repairs to the Premises or any installations, equipment or facilities therein, other than those repairs by Landlord pursuant to Section 8.1, shall be made by Tenant at its expense. In addition to any repair that may be generally required herein, Tenant will keep the interior of the Premises, together with all electrical, plumbing and other mechanical installations therein and the heating, ventilating and air conditioning system installed by Tenant in the Premises, in good order and repair and will make all replacements from time to time required thereto at its expense. Tenant will not overload the electrical wiring within or serving the Premises, and will install at its expense, subject to the provisions of Section 8.4, any additional electrical wiring which may be required in connection with Tenant's apparatus. Any damage or injury sustained by any person because of mechanical, electrical, plumbing or any other equipment or installations, whose maintenance and repair shall be the responsibility of Tenant, shall be paid for by Tenant, and Tenant hereby agrees to indemnify and hold harmless Landlord from and against all claims, actions, damages and liability in connection therewith, including, but not limited to attorneys' fees and other professional fees, and any other cost which Landlord might reasonably incur.

8.3. Damage to Premises. Tenant will repair promptly at its expense any damage to the Premises and, upon demand, shall reimburse Landlord, as Additional Rent, for the cost of the repair of any damage elsewhere on the Building, caused by or arising from the installation or removal of property in or from the Premises, regardless of fault or by whom such damage shall be caused (unless caused by Landlord, its agents, employees or contractors). If Tenant shall fail to commence such repairs within five (5) days after Tenant's Receipt of notice to do so from Landlord, Landlord may make or cause the same to be made and Tenant agrees to pay to Landlord promptly upon Landlord's demand, as Additional Rent, the cost thereof, and an administrative fee equal to fifteen (15%) percent of such costs, with interest thereon at the Default Rate until paid.

8.4 Tenant Alterations. Tenant will not make any alterations, renovations, improvements or other installations in, on or to any part of the Premises (including, without limitation, any alterations of the storefront, signs, structural alterations, or any cutting or drilling into any part of the Premises) unless and until Tenant shall have caused plans and specifications therefor to have been prepared, at Tenant's expense, by an architect or other duly qualified person and shall have obtained Landlord's written approval thereof. If such approval is granted, Tenant shall cause the work described in such plans and specifications to be performed, at its expense, promptly, efficiently, competently and in a good and workmanlike manner by duly qualified and licensed persons or entities, using first grade materials, without interference with or disruption to the operations of tenants or other occupants of the Building. All such work shall comply with all applicable codes, rules, regulations and ordinances. The written approval of Landlord shall not constitute an opinion or agreement by the Landlord that the plans and specifications of the improvements are structurally sufficient or in compliance with any laws, codes or other applicable regulations.

8.4.1 Construction. Any such alterations, renovations, improvements or other installations shall (a) be conducted under the supervision of an architect or engineer selected by Tenant and approved by Landlord, in writing, which approval shall not be unreasonably withheld; (b) be made in accordance with detailed plans and specifications prepared by such architect or engineer and approved, in writing by Landlord; (c) be made promptly and in good workmanlike manner; and (d) be paid by, or caused to be paid by, Tenant fully and promptly.

8.4.2 Construction Plans. Plans and specifications shall, at a minimum, cover the following matters in connection with any alteration, renovation, improvement or other installation to the Premises: (i) basic construction and further leasehold improvements; (ii) proposed new equipment and fixtures; (iii) proposed furniture and décor; (iv) proposed signage, which must be in compliance with the overall look of the area; and (v) other matters relating to site preparation, including but not limited to drainage, and other required facility improvements. No later than thirty (30) days following completion of such work, Tenant shall deliver to Landlord a complete set of "as-built" drawings and such other related documents as may be reasonably requested by Landlord. Such "as-built" drawings and other related documents shall become the property of Landlord, except to the extent of any intellectual property reflecting Tenant's trademarks, trade names or trade dress contained therein.

8.5 Landlord Alterations. Landlord reserves the right at any time and from time to time to (a) make or permit changes or revisions in the plan for the Building, or the Building Floor Area including additions to, subtractions from, rearrangements of, alterations of, modifications of, or supplements to, the building areas, walkways, driveways, parking areas, or other Common Areas; (b) construct improvements in the Building and to make alterations thereof or additions thereto on or in any such building or buildings and build adjoining same; and (c) make or permit changes or revisions in the Building or the Building Floor Area, including additions thereto, and to convey portions of the Building to others for the purpose of constructing thereon other buildings or improvements, including additions thereto and alterations thereof.

8.6 Roof and Walls. Landlord shall have the exclusive right to use all or any part of the roof of the Premises for any purpose; to erect additional stories or other structures over all or any part of the Premises; to erect in connection with the construction thereof temporary scaffolds and other aids to construction on the exterior of the Premises, provided that access to the Premises shall not be denied; and to install, maintain, use, repair and replace within the Premises pipes, ducts, conduits, wires and all other mechanical equipment serving other parts of the Building, the same to be in locations within the Premises as will not unreasonably deny Tenant's use thereof. Landlord may make any use it desires of the side or rear walls of the Premises or other structural elements of the Premises, provided that such use shall not encroach on the interior of the Premises unless (i) all work carried on by Landlord with respect to such encroachment shall be done during hours when the Premises are not open for business and otherwise shall be carried out in such a manner as not to unreasonably interfere with Tenant's operations in the Premises, and (ii) Landlord, at its expense, shall repair all damage to the Premises resulting from such work.

8.7 Permits and Other Approvals. Tenant shall be responsible to securing all necessary permits and other approvals as may be required any Governmental Authority having jurisdiction over the Premises prior to the commencement of any work pursuant to this Agreement.

ARTICLE IX: INTENTIONALLY DELETED

ARTICLE X: OPERATIONS

10.1 Tenant Operations. Tenant will at its expense: (a) keep the inside and outside of all glass in the doors and windows of the Premises clean; (b) keep all exterior store surfaces of the Premises clean; (c) replace promptly any cracked or broken glass of the Premises with glass of like color, grade and quality; (d) maintain the Premises in a clean, orderly and sanitary condition and free of insects, rodents, vermin and other pests; (e) keep any garbage, trash, rubbish or other refuse in rodent-proof containers within the interior of the Premises until removed; (f) deposit such garbage, trash, rubbish and refuse, on a daily basis, in designated receptacles provided by Landlord; (g) keep all mechanical apparatus free of vibration and noise which may be transmitted beyond the Premises; (h) comply with all laws, ordinances, rules and regulations, now or hereinafter in effect, of Governmental Authorities and all reasonable recommendations of the Landlord's casualty insurer or insurers and other applicable insurance rating organization now or hereinafter in effect; (i) light the show windows of the Premises and exterior signs and turn the same off to the extent required by Landlord; (j) comply with and observe all rules and regulations established by Landlord from time to time which apply generally to all tenants in the Building; (k) maintain sufficient and seasonal inventory and have sufficient number of personnel to maximize sales volume in the Premises; and (l) conduct its business in all respects in a dignified manner in accordance with high standards of store operation.

Tenant will not: (m) use the Premises for any Prohibited Use; (n) place or maintain any merchandise, signage, trash, refuse or other articles in a vestibule or entry of the Premises, on the walkways or corridors adjacent thereto or elsewhere on the exterior of the Premises, nor obstruct any driveway, corridor, walkway, parking area, mall or any other Common Area; (o) use or permit the use of any objectionable advertising medium, including without limitation, loudspeakers, phonographs, public address systems, sound amplifiers, reception of radio or television broadcasts within the Building, which is in any manner audible or visible outside of the Premises; (p) permit undue accumulations of or burn garbage, trash, rubbish or other refuse within or outside the Premises; (q) cause or permit objectionable odors (in the opinion of Landlord) to emanate or to be dispelled from the Premises; (r) solicit business in any Common Area; (s) distribute handbills or other advertising matter in any Common Area; (t) permit the parking of vehicles so as to interfere with the use of any driveway, corridor, walkway, parking area, mall or other Common Area; (u) receive or ship articles of any kind outside the designated loading areas for the Premises; (v) use mall, corridor or any other Common Area adjacent to the Premises for the sale or display of any merchandise or for any other business, occupation or undertaking; (w) conduct or permit to be conducted any auction, fictitious fire sale, going out of business sale, bankruptcy sale (unless directed by court order), or other similar type sale in or connected with the Premises (this provision shall not be interpreted to restrict Tenant's absolute freedom to determine selling prices, nor preclude the conduct of periodic seasonal, promotional or clearance sales); (x) use or permit the use of any portion of the Premises in a manner which will be in violation of law; (y) place a load upon any floor which exceeds the floor load for which the floor was designed to carry; (z) operate its heating or air-conditioning in such a manner as to drain heat or air conditioning from the Common Area or from the premises of any other tenant or other occupant of the Building; or (aa) use the Premises for any unlawful or illegal business, use or purpose, or for any business, use or purpose which is immoral or disreputable (including without limitation "adult entertainment establishments" and "adult bookstores"), or which is hazardous, or in such manner as to constitute a nuisance of any kind, or for any purpose in any way in violation of the certificate of occupancy or other similar approvals of applicable Governmental Authorities.

10.2 Signs and Advertising. Tenant will not place, or cause to be placed or maintained on the exterior of the Premises, or any part of the interior visible from the exterior thereof, any sign, banner, advertising matter or any other thing of any kind, and will not place or maintain any decoration, letter or advertising matter on the glass of any window or door of the Premises without having first obtained the written approval of Landlord, which approval shall not be unreasonably withheld. Notwithstanding the general prohibition stated above, and subject to all applicable laws, Tenant shall be authorized to place signage on the Premises in compliance with the overall look of the Building. Tenant shall, at no cost to Landlord, maintain such sign, banner, decoration, lettering, advertising matter or other thing as may be permitted herein in good condition and repair at all times. Landlord may, at its option, procure and install signs, at Tenant's expense, within the Premises. No painting of signs shall be permitted directly to the masonry. Tenant is expressly aware of Landlord's right to remove, without notice, any signs in violation of this Agreement.

10.2.1 Commercial Advertising. In addition to the prohibitions and requirements of Section 10.2, Tenant shall not, within the Premises, offer for sale or install, maintain or operate, nor suffer to be installed in the Premises, any Display Apparatus for the provision of commercial advertising of any item, product, service or thing which is not available as an item, service, product for sale or product for demonstration within the Premises.

10.3 Painting & Displays. Tenant will not paint or decorate any part of the exterior of the Premises, or any part of the interior of the Premises visible from the exterior thereof, without have first obtained the written approval of Landlord. Tenant will install and maintain at all times, subject to the other provisions of this Section 10.3, displays of merchandise in the show windows (if any) of the Premises. All articles, and the arrangement, style, color and general appearance thereof, in the interior of the Premises, including without limitation, window displays, advertising matter, signs, merchandise and store fixtures, shall be in keeping with the character and standards of the improvements within the Building, as determined by Landlord. Landlord reserves the right to require Tenant to correct any non-conformity.

10.4 Intentionally deleted.

10.5 Hazardous Materials. Tenant hereby agrees that the Tenant and its officers, directors, employees, representatives, agents, contractors, subcontractors, and any other users of the Premises (collectively, "Tenant Representatives") shall not use, generate, manufacture, refine, produce, process, store or dispose of, on, under or about the Premises and the Building or transport to or from the Premises and the Building in the future for the purpose of generating, manufacturing, refining, producing, storing, handling, transferring, processing or transporting Hazardous Materials, except in compliance with all applicable Hazardous Materials Laws. Furthermore, the Tenant shall, at its own expense, procure, maintain in effect and comply with all conditions of any and all permits, licenses and other governmental and regulatory approvals required for the storage or use by the Tenant or any of the Tenant Representatives of any Hazardous Materials in the Premises, including without limitation, discharge of (appropriately treated) materials or wastes into or through any sanitary sewer serving the Premises.

Tenant represents and warrants that Tenant and Tenant Representatives shall at all times during the term of this Agreement be in compliance with all Hazardous Materials Laws. Tenant shall indemnify, defend and hold Landlord, the County, and their respective Trustees, Commissioners, medical staff, officers, employees, agents and instrumentalities, harmless from and against any and all claims, liabilities, injuries, damages, costs and expenses (including attorneys' fees and costs through appeal) arising out of or in connection with any breach of this Section 10.5. This indemnity shall survive the expiration or sooner termination of this Agreement.

Each party hereto (for purposes of this paragraph, "Notifying Party") shall immediately notify the other party (the "Notice Recipient") in writing of: (a) any enforcement, clean up, removal or other governmental or regulatory action instituted, contemplated or threatened concerning the Premises pursuant to any Hazardous Materials Laws; (b) any claim made or threatened by any person against the Notifying Party, the Premises, or the Building, relating to damage contribution, cost recovery, compensation, loss or injury resulting from or claimed to result from any Hazardous Materials on or about the Premises; and (c) any reports made to any environmental agency arising out of or in connection with any Hazardous Materials in or removed from the Premises including any complaints, notices, warnings or asserted violations in connection therewith, all upon receipt by the Notifying Party of actual knowledge of any of the foregoing matters. Notifying Party shall also supply to Notice Recipient as promptly as possible, and in any event within five (5) days after Notifying Party first receives or sends the same, copies of all claims, reports, complaints, notices, warnings or asserted violations relating in any way to the Building or Tenant Representatives' use thereof.

The provisions of this Section 10.5 shall survive the expiration or early termination of this Agreement.

10.6 Management & Staff. Tenant shall (a) hire and assign such qualified and experienced manager or managers; or (b) maintain such minimum operating qualifications at all times during the Term hereof, for the proper operation of the Premises. Tenant shall reasonably control the conduct, demeanor and appearance of its officers, members, employees, agents and representatives, and customers and patrons and upon objection of Landlord concerning the conduct, demeanor or appearance of any such persons, Tenant shall take all necessary steps to correct the cause of such objection.

10.7 Food Operations. Intentionally deleted.

10.8 Smoke Free Environment. There shall be no smoking in the Premises. Tenant acknowledges Landlord's smoke-free policy and the requirements placed upon Landlord by applicable laws of certain Governmental Authorities and accrediting organizations.

10.9 Disabled Individuals. Tenant understands, recognizes and warrants that the Premises are, and shall at all times be maintained, in accordance with the requirements for disabled individuals contained in the Americans with Disabilities Act of 1991 ("ADA") and Section 553.48 of the Florida Statutes. Landlord further warrants that access to and from the Premises, including, but not limited to restrooms, hallways, entryways to the street, and accessible parking will be brought into compliance with the accessibility standards for government programs contained in the ADA and all requirements of Section 255.21 of the Florida Statutes.

10.10 Other Maintenance Agreements. Intentionally deleted.

10.11 No Liens. Tenant agrees not to suffer the estate of Landlord in the Premises, at any time during the Term, to become subject to any lien, charge, or encumbrance whatsoever, and to indemnify, and keep indemnified, Landlord against all such liens, charges and encumbrances, it being expressly agreed that Tenant shall have no authority, express or implied, to create any lien, charge, or encumbrance upon the estate of Landlord on the Premises. If Tenant shall fail to cause any such lien, charge, or encumbrance forthwith to be so discharged or bonded within ten (10) days following Tenant's Receipt of notice of the filing thereof, then, in addition to any other right or remedy of Landlord, Landlord may bond or discharge the same by paying the amount claimed to be due, and the amount so paid by Landlord, including attorneys' fees incurred by Landlord either in defending against such lien or in procuring the bonding or discharge of such lien, together with interest thereon at the Default Rate and an administrative charge equal to fifteen (15%) percent of such costs, shall be due and payable to Landlord as Additional Rent.

ARTICLE XI: UTILITIES

11.1 Necessary Utilities. Tenant shall pay, or cause to be paid, all proper charges for gas, electricity, light, heat, water and power, telephone, protective and other communication services, and all other public or private utility services, which shall be used, rendered or supplied upon or in connection with the Premises, at any time during the Term, and Tenant shall comply with all contracts relating to any such services and will do all other things required for the maintenance and continuance of such services as are necessary for the proper maintenance and operation of the Premises. Tenant shall also at its sole expense procure all necessary permits, licenses or other authorization required for the lawful and proper installation and maintenance upon the Premises of wires, pipes, conduits, tubes and other equipment and appliances for use in supplying any such utilities, services or substitutes to the Premises. Landlord shall not be responsible for providing any utility service to the Premises, nor for providing meters or other devices for the measurement of utilities supplied to the Premises, and Tenant shall arrange for the furnishing to the Premises of such utility services as it may require, as well as for the installation of all such meters or other devices.

ARTICLE XII: SUBLETTING & ASSIGNMENTS

12.1 Landlord's Consent. Tenant will not assign this Agreement, in whole or in part, nor sublet all or any part of the Premises, nor license concessions or lease departments therein (for purposes of this Article XII, each individually and collectively, a "Transfer"), nor pledge or encumber, by mortgage or other instruments, its interest in this Agreement without first submitting a written request to Landlord ("Transfer Notice"), and having received the written consent of Landlord, which consent may be withheld in its sole and absolute discretion. This prohibition shall include, without limitation, any Transfer which would otherwise occur by operation of law, merger, consolidation, reorganization, transfer or other change of Tenant's corporate, partnership or proprietary structure or ownership. Consent by Landlord to any Transfer, pledge or encumbrance, shall not constitute a waiver of the requirement for such consent to any subsequent Transfer, pledge or encumbrance. Notwithstanding the foregoing, sale of stock over a nationally recognized security exchange shall not be deemed a Transfer for purposes of this Agreement.

Notwithstanding any other provision to the contrary, Landlord's approval to any Transfer shall be subject to (a) any appropriate adjustment in Rent as the Parties shall mutually agree upon (with each party acting reasonably and in good faith); and (b) the

reasonable discretion of the Landlord, which shall include such policy considerations as are deemed appropriate by the Landlord at such time.

12.2 Minimum Requirements. Landlord agrees to not unreasonably withhold its consent to a Transfer provided that:

12.2.1 at least sixty (60) days before the proposed effective date of the Transfer, Landlord receives for approval a copy of a fully executed unconditional Transfer wherein the assignee or sublessee expressly assumes all of the terms and provisions of this Agreement together with (i) reasonably detailed information as to the character, reputation and business experience of the proposed assignee or sublessee, and (ii) financial information and bank references on the proposed assignee or sublessee;

12.2.2 no Transfer will relieve Tenant of any of its primary obligations or liabilities under this Agreement, and Tenant and any assignee of this Agreement will be held jointly and severally liable;

12.2.3 Tenant remains responsible to Landlord with respect to all obligations and liabilities under this Agreement;

12.2.4 no breach or default on Tenant's part exists at the time of the consent request and at the effective Transfer date;

12.2.5 no assignee will have the right to Transfer nor pledge or encumber, by mortgage or other instruments, this Agreement except pursuant to this Article, and no sublessee will have the right to Transfer;

12.2.6 any space subject to a Transfer is regular in shape with means of ingress and egress suitable for usual renting purposes;

12.2.7 any Transfer will be subject to all terms and conditions of this Agreement and subject to the minimum qualifications required in the Solicitation Documents;

12.2.8 any use pursuant to the Transfer complies with applicable law and in accordance with all necessary approvals from applicable Governmental Authorities; and

12.2.9 no Transfer shall be for a lesser rental rate than any Rent in effect.

12.3 Administrative Fee. Tenant shall pay to Landlord, as Additional Rent, an administrative fee equal to Five Thousand and No/100 Dollars (\$5,000.00) for each request to Transfer pursuant to this Article XII. Such administrative fee shall immediately become due and be paid simultaneously with each request to Transfer, and shall apply regardless of whether consent to such Transfer shall have been granted.

12.4 Premiums Paid. In the event of any Transfer, Tenant shall pay to Landlord an amount equal to the "Premium" derived from such Transfer. The term "Premium" shall mean all monies and other consideration paid by any assignee or sublessee (including sub-rent) to or for the benefit of Tenant (including all amounts received by Tenant for or attributable to, any "Included Property", as hereinafter defined). "Included Property" shall mean all property of Tenant transferred to the assignee or sublessee as part of the Transaction (including, but not limited to fixtures, other leasehold improvements, furniture, equipment and furnishings). Tenant shall pay the Premium to Landlord as and when such payment(s) from the assignee or sublessee shall become due.

12.5 Tenant's Liability. Notwithstanding any Transfer made pursuant to this Article XII, Tenant shall continue to be primarily liable in accordance with the terms and conditions of this Agreement and will not be released from the performance thereof. The consent by Landlord to a particular assignment, mortgage, subletting or other occupancy, pledge or encumbrance shall not relieve Tenant of the obligation of obtaining the express written consent of Landlord to any other such Transfer.

12.6 Transferee Rent. The acceptance by Landlord of the payment of Rent following any Transfer prohibited by this Article XII shall not be deemed to be a consent by Landlord to any such Transfer nor shall the same be deemed to be a waiver of any right or remedy of Landlord hereunder.

12.7 Transfers Prohibited. Without limiting Landlord's right to withhold its consent to any Transfer by Tenant, and regardless of whether Landlord shall have consented to any such Transfer, neither Tenant nor any other person having an interest in the possession, use or occupancy of the Premises or any part thereof shall enter into any lease, sublease, license, concession, assignment or other transfer or agreement for possession, use or occupancy of all or any portion of the Premises which provides for rental or other payment for such use, occupancy or utilization based, in whole or in part, on the net income or profits derived by any person or entity from the space so leased, used or occupied, and any such purported lease, sublease, license, concession, assignment or other transfer or agreement shall be absolutely void and ineffective as a conveyance of any right or interest in the possession, use or occupancy of all or any part of the Premises. There shall be no deduction from the rent payable under any sublease or other transfer nor from the amount thereof passed on to any person or entity, for any expenses or costs related in any way to the subleasing or transfer of such place.

12.8 Unauthorized Transfers. If Tenant shall make, or suffer to be made, any Transfer without having first obtained any written consent of the Landlord as required under this Article XII, any and all amounts received as a result of such Transfer shall be the property of Landlord to the extent the same (as determined on a square foot basis) is greater than the Annual Base Rent (on a square foot basis) payable under this Agreement, it being the intent of the Parties that any profit resulting from such Transfer shall belong to Landlord, but the same shall not be deemed to be a consent by Landlord to any such Transfer or a waiver of any right or remedy of Landlord hereunder.

ARTICLE XIII: DEFAULT

13.1 Events of Default. Any one or more of the following events shall constitute an "Event of Default:"

13.1.1 The failure of Tenant to pay any Rent or other sum of money within seven (7) days after the same is due hereunder.

13.1.2 The sale of Tenant's interest in the Premises under attachment, execution or similar legal process, or if Tenant is adjudicated as bankrupt or insolvent under any state bankruptcy or insolvency law or an order for relief is entered against Tenant under the Federal Bankruptcy Code and such adjudication or order is not vacated within ten (10) days.

13.1.3 The commencement of a case under the Federal Bankruptcy Code by or against Tenant or any guarantor of Tenant's obligations hereunder, or the filing of a voluntary or involuntary petition proposing the adjudication of Tenant or any such guarantor as bankrupt or insolvent, or the reorganization of Tenant or any such guarantor, or an arrangement by Tenant or any such guarantor with its creditors, unless the petition is filed or case commenced by a party other than Tenant or any such guarantor and is withdrawn or dismissed within thirty (30) days after the date of its filing.

13.1.4 The written admission of Tenant or any Guarantor of its inability to pay its debts when due.

13.1.5 The appointment of a receiver or trustee for the business or property of Tenant or any such guarantor, unless such appointment shall be vacated within ten (10) days of its entry.

13.1.6 The making by Tenant or any Guarantor of an assignment for the benefit of its creditors, or if in any other manner Tenant's interest in this Agreement shall pass to another by operation of law.

13.1.7 Default by Tenant in the performance or observance of any covenant or agreement contained herein (other than a default involving the payment of money), which default is not cured within ten (10) days after the Receipt of notice thereof from the Landlord, unless such default is of such nature that it cannot be cured within such ten (10) day period, in which case no Event of Default shall occur so long as Tenant shall commence the curing of the default within such ten (10) day period and shall thereafter diligently prosecute the curing of same; provided, however, if Tenant shall default in the performance of any such covenant or agreement contained herein two (2) or more times in an twelve (12) month period, then notwithstanding that

each of such defaults shall have been cured by Tenant, any further similar default shall be deemed an Event of Default without the ability to cure.

13.1.8 The vacation or abandonment of the Premises by Tenant (by reason other than fire or Casualty) at any time following delivery of possession of the Premises to Tenant.

13.1.9 The failure of Tenant to complete the improvements pursuant to a tenant improvement plan, or failure of Tenant to deliver to Landlord the Improvements Completion Notice, prior to the Improvements Deadline.

13.1.10 Tenant becomes a Restricted Entity.

13.1.11 Tenant fails to maintain the Insurance Requirements.

13.1.12 The occurrence of any other event described as constituting an "Event of Default" elsewhere in this Agreement.

13.2 Remedies. Upon the occurrence of an Event of Default, the Landlord, without notice to Tenant in any instance (except where expressly provided for below or by applicable law) may do any one or more of the following:

13.2.1 With or without judicial process, enter the Premises and take possession of any and all goods, inventory, equipment, fixtures and all other personal property of Tenant, which is or may be put into the Premises during the Term, whether exempt or not from sale under execution or attachment (it being agreed that said property shall at all times be bound with a lien in favor of Landlord and shall be chargeable for all Rent and for the fulfillment of the other covenants and agreement herein contained), and Landlord may sell all or any part thereof at public or private sale. Tenant agrees that five (5) days prior notice of any public or private sale shall constitute reasonable notice. The proceeds of any such sale shall be applied, first, to the payment of all costs and expenses of conducting the sale or caring for or storing said property (including reasonable attorneys' fees); second, toward the payment of any indebtedness, including without limitation indebtedness for Rent, which may be or may become due from Tenant to Landlord; and third, to pay Tenant, on demand, any surplus remaining after all indebtedness of Tenant to Landlord has been fully paid;

13.2.2 Perform, on behalf, and at the expense, of Tenant, any obligation of Tenant under this Agreement which Tenant has failed to perform and of which it is in Receipt of Landlord's notice thereof, the cost of such performance by Landlord plus an administrative fee equal to fifteen (15%) percent of such costs, together with interest thereon at the Default Rate from the date of such expenditure, shall be deemed Additional Rent and shall be payable by Tenant to Landlord upon demand. Notwithstanding the provisions of this Section 13.2.2 and regardless of whether an Event of Default shall have occurred, the Landlord may exercise the remedy described in this Section 13.2.2 without any notice to Tenant if the Landlord, in its good faith judgment, believes it would be materially injured by failure to take rapid action or if the unperformed obligation of Tenant constitutes an emergency;

13.2.3 Intentionally Deleted.

13.2.4 Elect to terminate this Agreement and the tenancy created hereby by giving notice of such election to Tenant, and reenter the Premises, without the necessity of legal proceedings, and remove Tenant and all other persons and property from the Premises, and may store such property in a public warehouse or elsewhere at the cost of and for the account of Tenant without resort to legal process and without Landlord being deemed guilty of trespass or becoming liable for any loss or damage occasioned thereby; or

13.2.5 Exercise any other legal or equitable right or remedy which it may have.

Any costs and expenses incurred by Landlord (including, but not limited to, reasonable attorneys' fees) in enforcing any of its rights or remedies under this Agreement shall be deemed to be Additional Rent and shall be paid to the Landlord by Tenant upon demand.

13.3 Damages. In the event this Agreement is terminated by Landlord pursuant to Section 13.2, Tenant nevertheless shall remain liable for (a) any Rent and damage which may be due or sustained prior to such termination, all reasonable costs, fees and expenses including, without limitation, reasonable attorneys' fees, costs and expenses incurred by Landlord in pursuit of its remedies hereunder, or in renting the Premises to others from time to time (collectively, "Termination Damages"), and (b) additional damages which, at the election of Landlord, shall be either:

i) an amount equal to the Rent which, but for the termination of this Agreement, would have become due during the remainder of the Term, payable in one lump sum on demand and shall bear interest at the Default Rate until paid; or

ii) an amount equal to the present worth (as of the date of such termination) of Rent which, but for the termination of this Agreement, would have become due during the remainder of the Term, less the fair rental value of the Premises, as determined by an independent real estate appraiser named by Landlord, in which case such damages shall be payable to Landlord in one lump sum on demand and shall bear interest at the Default Rate until paid. For purposes of this paragraph, "present worth" shall be computed by discounting such amount to present worth at a discount rate equal to one percentage point above the discount rate for primary credit then in effect at the federal reserve bank nearest to the Building.

If such termination shall take place after the expiration of two or more Rental Years, then, for purposes of computing such additional damages, the Rent payable with respect to each Rental Year following termination (including the Rental Year in which such termination shall take place) shall be conclusively presumed to be equal to the average Rent payable with respect to each complete Rental Year preceding termination. If such termination shall take place prior to the expiration of two Rental Years, then, for purposes of computing the additional damages, the Rent payable with respect to each Rental Year following termination (including the Rental Year in which such termination shall take place) shall be conclusively presumed to be equal to twelve (12) times the average monthly payment of Rent due prior to such termination, or if no Rent shall have been payable during such period, then the Rent for each year of the unexpired Term shall be conclusively presumed to be a sum equal to twenty five (25%) percent of the Annual Base Rent due and payable during such unexpired Term. Termination Damages shall be due and payable on demand by Landlord following any termination of this Agreement pursuant to Section 13.2. All other additional damages shall be due and payable at the times set forth herein.

13.3.1 No Limit on Damages. Nothing contained in this Agreement shall limit or prejudice the right of Landlord to prove for and obtain, in proceedings for the termination of this Agreement by reason of bankruptcy or insolvency, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, the damages are to be proved, whether or not the amount be greater, equal to, or less than the amount of the loss or damages referred to above. The failure or refusal of Landlord to relet the Premises or any part or parts thereof shall not release or affect Tenant's liability for damages.

13.3.2 Relet of Premises. If this Agreement is terminated pursuant to Section 13.2, Landlord may relet the Premises or any part thereof, alone or together with other premises, for such term or terms (which may be greater or less than the period which otherwise would have constituted the balance of the Term) and on such terms and conditions (which may include concession or free rent and alterations of the Premises) as Landlord, in its sole discretion, may determine, but Landlord shall not be liable for, nor shall Tenant's obligations hereunder be diminished by reason of, any failure by Landlord to relet the Premises or any failure by Landlord to collect any rent due upon such reletting.

13.4 Bankruptcy Remedies. In addition to Landlord's rights and remedies established by law or set forth elsewhere in this Agreement, including without limitation Section 13.1, upon the occurrence of any event described in Section 13.1.2 and 13.1.3, Landlord shall have the following rights and remedies with respect to Tenant or Tenant as debtor-in-possession or the trustee appointed in any such proceeding (collectively, and for purposes of this Section 13.4 only, "Tenant"):

13.4.1 Within twenty (20) days of the occurrence of any event described in Sections 13.1.2 and 13.1.3, Tenant shall deposit with Landlord or a financial institution reasonably acceptable to Landlord, a sum equal to three (3) months' Rent for the Premises, to be utilized by Landlord as partial adequate assurance of the complete and continuous future performance of Tenant's obligations hereunder.

13.4.2 All provisions of this Agreement governing the payment of interest and late charges are fully applicable to all Rent accruing during any event described in Sections 13.1.2 and 13.1.3.

13.4.3 If Tenant assumes this Agreement and proposes to assign the same (pursuant to the Federal Bankruptcy Code) then notice of such proposed assignment, setting forth (i) the name and address of such person, (ii) all of the terms and conditions of such offer, and (iii) the adequate assurance to be provided to Landlord including, without limitation, the assurance referred to in Section 365(b)(3) of the Federal Bankruptcy Code, must be provided to Landlord no later than thirty (30) days prior to the date that Tenant shall make application to such court for approval to enter into such assignment and assumption, and Landlord shall thereupon have the prior right and option, to be exercised by notice to Tenant given at any time prior to the effective date of such proposed assignment, to accept, or to cause Landlord's designee to accept, an assignment of this Agreement upon the same terms and conditions and for the same consideration, if any, as the bona fide offer made by such person less any brokerage commissions which may be payable out of the consideration to be paid by such person for the assignment of this Agreement.

13.4.4 If Tenant assumes this Agreement and proposes to assign the same, and Landlord does not exercise its option pursuant to Section 13.4.3, in addition to all of Landlord's rights and remedies established by law or set forth elsewhere in this Agreement, Tenant hereby agrees that:

- (i) such assignee shall assume in writing on Landlord's standard form all of the terms, covenants and conditions of this Lease and such assignee shall provide Landlord with assurances satisfactory to Landlord that it has the experience in operating stores having the same or substantially similar uses as the Permitted Use, in similar number of total stores and in the same general geographic area as Tenant prior to the commencement of any even described in Sections 13.1.2 and 13.1.3, in first-class projects, sufficient to enable it so to comply with the terms, covenants and conditions of this Agreement and successfully operate the Premises;
- (ii) such assignee shall, at Landlord's discretion, pay to Landlord or post to Landlord's benefit and unconditional letter of credit in an amount equal to six (6) months' Rent under this Agreement; and
- (iii) if such assignee makes any payment to Tenant, or for Tenant's account, for the right to assume this Agreement (including, without limitation, any lump sum payment, installment payment or payment in the nature of rent over and above the Rent payable under this Agreement), Tenant shall pay over to Landlord one-half (1/2) of any such payment.

13.4.5 All Rent shall be deemed "rent reserved" under this Agreement for purposes of any claim made by Landlord, including without limitation, claims pursuant to Section 502(b)(6) of the Federal Bankruptcy Code.

13.4.6 All reasonable costs and fees of attorneys and other professionals expended by Landlord as a result of any of the events described in Section 13.1.2 and 13.1.3 or in this Section shall be repaid to Landlord by Tenant upon demand.

ARTICLE XIV: SUBORDINATION & ATTORNMENT

14.1 Subordination. Tenant's right under this Agreement are and shall remain subject and subordinate to the operation and effect of any lease of land and building to Landlord involving the Premises, whether the same shall be in existence at the date hereof or created hereafter, and the party or parties having the benefit of the same. Tenant's acknowledgment and agreement of subordination provided for in this Section 14.1 are self-operative and no further instrument of subordination shall be required; however, Tenant shall execute such further assurances as may be reasonably requested by Landlord, such other party or parties in interest.

14.2 Attornment. If any person shall succeed to all or part of Landlord's interest in the Premises, whether by purchase, foreclosure, deed in lieu of foreclosure, power of sale, termination of lease or otherwise, and if so requested or required by such successor in interest, Tenant shall attorn to such successor in interest and shall execute such agreement in confirmation of such attornment as such successor in interest shall reasonably request, provided such successor in interest agrees to assume all of Landlord's obligations under this Lease occurring subsequent to its succession. If such successor in interest is a party in interest as contemplated in Section 14.1, Tenant agrees that any claim it may have against Landlord relating to any even occurring before

the date of attornment may not be asserted against the successor in interest nor may Tenant offset the amount of any such claim against Rent payable hereunder; provided that the successor in interest will be obligated to correct any conditions that existed as of the date of attornment which violate the successor's obligations as landlord under this Agreement.

ARTICLE XV: DAMAGE AND DESTRUCTION

15.1 Landlord's Obligations. If the Premises shall be damaged by fire, the elements, accident or other casualty (individually and collectively, "Casualty"), then, subject to the provisions of Section 15.2, Landlord shall in a reasonably prompt manner cause such damage to be repaired. All such repairs shall be made at the expense of Landlord; provided, however, that Landlord shall not be liable for interruption to Tenant's business or for damage to or replacement or repair of Tenant's personal property (which shall include, without limitation, inventory, trade fixtures, furniture and other property removable by Tenant under the provisions of this Agreement) or to any leasehold improvements installed in the Premises by or on behalf of Tenant, all of which damage, replacement or repair shall be undertaken and completed by Tenant promptly.

15.1.1 Casualty Prevention. In its sole discretion, and solely for purposes of preventing damage to, or destruction of, the Building (including the Premises), Landlord may employ, or cause to be employed, any method of Casualty Prevention (including, without limitation, the deployment of flood barrier protection systems, hurricane defense systems, etc.). Landlord shall provide Tenant with reasonable notice prior to its use of any Casualty Prevention, provided however, that if in its good faith judgment, Landlord believes it would be materially injured by failure to take rapid action in response to an emergency, Landlord may exercise its rights under this Section 15.1.1 without any notice to Tenant.

The rights granted to Landlord hereby shall not be construed as an obligation to the exercise thereof. Landlord disclaims any warranty (express or implied) as to the fitness of any Casualty Prevention it may employ to protect against any damage or any destruction to any property or improvement. In no event shall Landlord be liable to Tenant for any damage to, or destruction of, Tenant's personal property or leasehold improvements caused by any Casualty which may have otherwise been prevented but for a failure of Landlord's Casualty Prevention, regardless of whether such failure is, or is alleged to be, caused in whole or in part (whether joint, concurrent or contributing) by any act, omission, default or negligence (whether active or passive) of Landlord.

15.2 Option to Terminate Agreement. Landlord may elect to terminate this Agreement if the Premises are (a) rendered wholly untenantable, or (b) damaged as a result of any cause which is not covered by Landlord's insurance, or (c) damaged or destroyed in whole or in part during the last three (3) years of the Term, or if Landlord's Building or the individual building in which Tenant is located is damaged to the extent of fifty (50%) percent or more of the leasable floor area contained therein, by giving to Tenant notice of such election, Receipt of which shall occur no later than ninety (90) days after the occurrence of such event.

Tenant may elect to terminate this Agreement if (d) the Premises are damaged in whole or in part and are thereby rendered wholly untenantable for a period of time exceeding ninety (90) days during the Term, by giving Landlord written notice of such termination, Receipt of which shall occur no later than one hundred (100) days after the date of such Casualty; or (e) Landlord does not commence to repair, restore or rebuild the Premises within eighteen (18) months after the occurrence of any such Casualty, by giving Landlord written notice of such termination, Receipt of which shall occur no later than thirty (30) days after the expiration of said period and provided Landlord does not commence to repair the Premises within thirty (30) days of Receipt of said notice.

In the event this Agreement is terminated pursuant to this Section 15.2, the Parties will be relieved of all obligation under this Agreement except those obligation occurring or accruing prior to the date of such termination, and Rent shall be adjusted as of such termination date.

15.3 Demolition of the Building. In addition to Landlord's termination rights described in Section 15.2, if the Building or the individual building in which the Premises are located shall be so substantially damaged that it is reasonably necessary, in Landlord's sole judgment, to demolish same for the purpose of reconstruction, Landlord may demolish the same, in which even the Rent shall be abated to the same extent as if the Premises were rendered untenantable by a Casualty.

15.4 Insurance Proceeds. If Landlord does not elect to terminate this Agreement pursuant to Section 15.2, Landlord shall disburse and apply any insurance proceeds received by Landlord to the restoration and rebuilding of the Building

in accordance with Section 15.1 hereof. Except as may be otherwise provided herein, all insurance proceeds payable with respect to the Premises shall belong to and shall be payable to Landlord and shall be applied toward the restoration of the Premises to substantially the same condition as existed prior to such damage.

ARTICLE XVI: CONDEMNATION

16.1 Effect of Taking. If any part of the Premises shall be taken under the power of eminent domain, this Agreement shall terminate on the date Tenant is required to yield possession thereof. If twenty (20%) percent or more of the Building Floor Area, or of the individual building in which the Premises are located is so taken, or if parking spaces in the Building are so taken thereby reducing the number of parking spaces to less than the number required by law and Landlord does not deem it reasonably feasible to replace such parking spaces with other parking spaces on the portion of the Building not taken, then Landlord may elect to terminate this Agreement as of the date on which possession thereof is required to be yielded to the condemning authority, by giving notice of such election, Receipt of which shall occur no later than ninety (90) days after such date. If any notice of termination is given pursuant to this Section 16.1, this Agreement and the rights and obligation of the Parties hereunder shall cease as of the date of such notice and Rent shall be adjusted as of the date of such termination.

16.2 Condemnation Awards. All compensation awarded for any taking of the Premises, or the Building, or any interest in any of the same, shall belong to and be the property of Landlord, Tenant hereby assigning to Landlord all rights with respect thereto; provided, however, nothing contained herein shall prevent Tenant from applying for reimbursement from the condemning authority for moving expenses, or the expense of removal of Tenant's trade fixtures, or loss of Tenant's business good will, but only if such action shall not reduce the amount of the award or other compensation otherwise recoverable from the condemning authority by Landlord. Notwithstanding the foregoing, Landlord shall pay Tenant that portion of any net (of collection expenses) award or payment received by Landlord attributable to the unamortized value of Tenant's leasehold improvements, erected at Tenant's expense in the Premises, if permitted by law, based on straight-line depreciation from installation until the Lease Termination Date, to the extent such funds are so permitted to be paid. In order to give effect to the immediately preceding sentence, Tenant shall give, and the Landlord shall be in Receipt of, within sixty (60) days after opening for business, a written statement as to the value of its leasehold improvements (excluding any cash allowances or monies contributed by Landlord to Tenant).

ARTICLE XVII: INSURANCE, BONDS & INDEMNIFICATION

17.1 Insurance. Upon Tenant's occupying the Premises, throughout the construction of Tenant's improvements pursuant to Article VII and Tenant's alterations, and throughout the term of this Agreement and any extension thereof, Tenant shall maintain the following insurance ("Insurance Requirements"):

17.1.1 Public Liability. Public Liability Insurance on a comprehensive basis and Contractual Liability in an amount not less than One Million and No/100 Dollars (\$1,000,000.00); not less than Three Million and No/100 Dollars (\$3,000,000.00) aggregate per occurrence for bodily injury; and One Hundred Thousand and No/100 Dollars (\$100,000.00) per occurrence for property damage.

17.1.2 Automobile. Automobile liability, and hired vehicles with limits of not less than One Million and No/100 Dollars (\$1,000,000.00) per occurrence of bodily injury; and One Hundred Thousand and No/100 Dollars (\$100,000.00) per occurrence for property damage.

17.1.3 Workmen's Compensation. Workmen's compensation insurance as required by Chapter 440, Florida Statutes.

17.1.4 Business Interruption. Business interruption insurance (also known as business income protection, profit protection, or out-of-business coverage) which provides Tenant with funds to make up the difference between its normal income and its income during a forced shutdown.

The insurance required shall include those classifications as listed in Standard Liability Manuals which most nearly reflect the operations of Tenant under this Agreement.

17.2 Tenant's Contractor's Insurance. Tenant shall provide or cause any contractor of Tenant to provide Builder's Risk Insurance during any construction required in connection with the Premises and shall insure the Premises for fire, extended coverage and vandalism and malicious mischief in the full insurable value of the Premises. In the event of loss, the proceeds shall be made available to Landlord for repair of the damage Premises. Tenant shall carry the insurance on the improvements made to the Premises in the name of the Landlord and in an amount not less than their full insurable value until the complete amortization of all improvements permanently affixed to the Premises.

17.3 Approved Insurers. All insurance policies and surety bonds required under this Agreement shall be issued by companies authorized to do business under the laws of the State of Florida, and have a financial rating of at least twelve (12) in accordance with the latest edition of A.M. Best's rating guide on a scale of one (1) through fifteen (15).

17.4 Insurance Certificates. Tenant shall furnish certificates of insurance to Landlord prior to the commencement of operations, which certificates shall clearly indicate that Tenant has obtained insurance in the type, amount and classification as required for strict compliance with this Agreement, and that no material change or cancelation of the insurance shall be effective without thirty (30) days prior written notice to Landlord. Landlord shall be named additional insured in policies of insurance required by this Article XVII. Landlord reserves the right to reasonably amend the Insurance Requirements by the issuance of notice, in writing to Tenant. Compliance with the foregoing requirement shall not relieve Tenant of its liability and obligations under any other provision of this Agreement.

17.5 Bonds. Tenant shall obtain and deliver to the Landlord, not less than (10) ten days prior to the anticipated commencement of any construction provided for under this Agreement, a completion and payment bond with a surety meeting the qualifications set forth above for insurers, in favor of the Landlord, which bond is required to be acceptable to the Risk Administrator ("Bond"). Bonds shall be for the full amount of contemplated construction work and shall remain in effect until the completion.

17.6 Indemnification. Tenant shall indemnify, defend and hold harmless Landlord, the County, and their respective Trustees, Commissioners, medical staff, officers, employees, agents and instrumentalities (individually and collectively, "Indemnitees") from and against all loss, costs, penalties, fines, damages, claims, liabilities or expenses (including without limitation, attorneys' fees and costs through litigation and all appeals) (collectively, "Liabilities") by reason of any injury to, or death of, any person or damage to, or destruction or loss of, any property arising out of, or resulting from, or in connection with (i) the performance or non-performance of this Agreement which is or is alleged to be directly or indirectly caused, in whole or in part, by any act, omission, default or negligence (whether active or passive) of Tenant or Tenant Representatives, or (ii) the failure of Tenant to comply with any of the terms of this Agreement or the failure of Tenant to comply with any applicable statutes, ordinances, or other regulations or requirements of any Governmental Authority in connection with the performance of this Agreement. Tenant expressly agrees to indemnify, defend and hold harmless the Indemnitees from and against all Liabilities which may be asserted by an employee or former employee of Tenant, or any of its contractors, subcontractors, as provided above, for which the Tenant's liability to such employee or former employee would otherwise be limited to payments under state Workers' Compensation or similar law.

Tenant further acknowledges that, as lawful consideration for being granted a lease to utilize and occupy the Premises, Tenant, on behalf of itself, its agents, invitees and employees, does hereby release from any legal liability the Indemnitees, from any and all claims for injury, death or property damage resulting from Tenant's use of the Premises.

17.7 Landlord Limited Liability. Landlord shall not be liable to Tenant, or to those claiming through Tenant, for any loss or damage which may result from (a) the acts or omissions of person occupying space in any part of the Building, or their agents, employees, contractors or invitees or (b) from the breaking, bursting, stoppage or leaking of electrical cable and wires, or water, gas, sewer or steam pipes. Tenant acknowledges that its use of the Premises and the Building is at its own risk.

17.8 Increased Premiums. Tenant will not do or suffer to be done, or keep or suffer to be kept, anything in, upon or about the Premises which will violate Landlord's policies of hazard or liability insurance or which will prevent Landlord from procuring such policies in companies acceptable to the Risk Administrator. If anything done, omitted to be done or suffered by Tenant to be kept in, upon or about the Premises shall cause the rate of insurance on the Premises or on other property of Landlord, or of others within the Building to be increased beyond the minimum rate from time to time applicable to the Premises

or to any such property for the use or uses made thereof, Tenant will pay, as Additional Rent, the amount of such increase upon Landlord's demand.

ARTICLE XVIII: WARRANTIES & REPRESENTATIONS

18.1 Tenant's Representations. Tenant makes the following representations to Landlord:

(a) Tenant is duly organized and validly existing under the laws of its state of organization and has full power and capacity to carry on its business as presently conducted, and to perform its obligations under this Agreement.

(b) Tenant is duly authorized and entitled to the Tenant Trade Name pursuant to all applicable laws.

(c) Tenant's execution, delivery and performance of this Agreement have been duly authorized by all necessary legal actions and does not and shall not conflict with or constitute a default under any indenture, agreement or instrument to which Tenant is a party or by which Tenant may be bound or affected, except for such approvals required by this Agreement.

(d) The Agreement constitutes the valid and binding obligation of Tenant, enforceable against Tenant and its successors and assigns, in accordance with their respective terms, subject to bankruptcy, insolvency and other similar laws affecting the rights of creditors generally.

(e) Tenant is not, directly or indirectly, engaging, instigating or facilitating this transaction, nor acting for or on the behalf of, any Restricted Entity.

(f) Neither the selection of Tenant, nor the terms of this Agreement, are conditioned on Landlord and Tenant (i) making referrals to the other; (ii) being in a position to make or influence referrals to the other; or (iii) otherwise generating business for the Landlord.

(g) Tenant has not (i) employed or retained; or (ii) offered to pay, paid, or agreed to pay, any natural person, firm, partnership, association, corporation, limited liability company, trust, public body, authority, governmental unit or other entity employed by Landlord in exchange for this Agreement.

18.2 Landlord's Representations. Landlord makes the following representation to Tenant:

(a) Landlord is well seized of the Building, together with all buildings, improvements, facilities and fixtures, and that Landlord has full right and authority to enter into this Agreement.

(b) Landlord is not, directly or indirectly, engaging, instigating or facilitating this transaction, nor acting for or on the behalf of, any Restricted Entity.

ARTICLE XIX: ADVERTISING & OTHER MARKETING

19.1 Landlord Advertising. Landlord shall have the option to formulate and carry out an ongoing program for the promotion of the Building, which program may include, without limitation, special events, shows, displays, signs, marquees, décor, seasonal events, institutional advertising for the Building, promotional literature to be distributed with the Building (less the Premises) and other activities within the Building designed to attract customers. In marketing the Building, Landlord shall have the right to name Tenant's business in the Building.

ARTICLE XX: MISCELLANEOUS

20.1 Notices. Any notice, request, demand, approval or consent given or required to be given under this Agreement shall be in writing and shall be deemed to have been given as follows ("Receipt"):

20.1.1 Notices to Landlord. If intended for the Landlord, on the fifth (5th) day following the day on which the same shall have been mailed by United States registered or certified mail or express mail, return receipt requested, with all postage charges prepaid, addressed to:

To the Landlord: Public Health Trust of Miami-Dade County, Florida
1500 N.W. 12th Avenue, Suite 103
Miami, FL 33136
Attn: Lease Manager

20.1.2 Notices to Tenant. If intended for the Tenant, upon the earlier to occur of (a) the fifth (5th) day following the day on which the same shall have been mailed by United States registered or certified mail or express mail, return receipt requested, with all postal charges prepaid, addressed to Tenant at the Tenant Notice Address; (b) actual receipt at the Tenant Notice Address, and in the event more than one copy of such notice shall have been sent or delivered to Tenant, the first actually received shall control for the purposes of this circumstance (b); or (c) the date such notice shall have been affixed to the primary entrance door of the Premises.

20.1.3 Address Changes. The Parties may, at any time, change its address for purposes of this Section 20.1 by sending a notice to the other party stating the change and setting forth the new address.

20.2 Entire Agreement. This instrument constitutes the sole and only agreement of the Parties, and correctly sets forth the rights, duties, and obligations of the Parties. There are no collateral or oral agreements or understandings between the Parties relating to the Agreement. Any promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. This Agreement shall not be modified in any manner except by an instrument in writing executed by the Parties.

20.3 Successors. This Agreement shall inure to the benefit of and be binding upon Landlord, its successors and assigns, and shall be binding upon Tenant, its successors and assigns and shall inure to the benefit of Tenant and only such assigns and subtenant of Tenant to whom the assignment of this Agreement or the subletting of the Premises by Tenant has been consented to by Landlord as provided in this Agreement. Upon and sale or other transfer by Landlord of its interest in the Premises and this Agreement, and the assumption by Landlord's transferee of the obligations of Landlord hereunder, Landlord shall be relieved of any obligation under this Agreement accruing thereafter.

20.4 Severability. This Agreement, and all matters relating to it shall be governed by the laws, rules and regulations of the State of Florida and the County, as are now in effect or as may be later amended or modified, without reference to the choice of law rules of any state. Should any provision contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State, then such provision shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable to conform with such laws, that same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

20.5 Public Records. Tenant acknowledges that Landlord, as a public entity, is subject to Florida's public records laws, which makes all materials communicated to or from Landlord pursuant to this Agreement subject to disclosure under such laws unless specifically exempted from disclosure or made confidential.

20.6 Governing Law & Venue. The Parties unconditionally and irrevocably: (i) agree that this Agreement shall be governed by the laws of the State of Florida; (ii) submit to the exclusive jurisdiction and venue of the state and federal courts located in Miami-Dade county, state of Florida; and (iii) waive any objections they may have at any time to the laying of venue of any suit, action or proceeding relating hereunder.

20.7 No Joint Venture. Any intention to create a joint venture or partnership relation between the Parties hereto is hereby expressly disclaimed. The provision of this Agreement in regard to the payment by Tenant and the acceptance by Landlord of a percentage of sales of Tenant and others is a reservation for rent for the use of the Premises.

20.8 Captions; Headings; Sections. The captions and headings in this Agreement are for convenience only and are not a part of this Agreement and do not in any way define, limit, describe or amplify the terms and provisions of this Agreement or the scope or intent thereof. Reference to one section shall include all subsections (i.e. Section 1.4 shall include Sections 1.4.x, 1.4.x.y, etc.), and vice versa, and shall be read as a whole.

20.9 Non-Discrimination. In connection with the performance of any obligation under this Agreement, Tenant, for itself and on behalf of its contractors and subcontractors, agree not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation, against any person otherwise qualified on the basis of race, color, religion, nation origin, gender, age, military status, sexual orientation, marital status or physical or mental disability; and further agree to insert the foregoing provision in all contracts related to the performance of this Agreement. Tenant shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 45, Code of Federal Regulations, Article 80, Non-discrimination under programs receiving federal assistance through the Department of Health, Education and Welfare - Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended. Tenant's breach of any provision of this Section 20.9 shall be an Event of Default.

20.10 Judicial Interpretation. Should the provisions of this Agreement require judicial interpretation, it is agreed that the judicial body interpreting or construing the same shall not apply the assumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that an instrument is to be construed more strictly against the party which itself or through its agents prepared same, it being agreed that the agents of the Parties have equally participated in the preparation of this Agreement.

20.11 Waiver. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

20.12 Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to (a) confer upon any person, other than the expressed Parties herein, any rights or remedies under or by reason of this Agreement as a third-party beneficiary, or otherwise; or (b) authorize anyone not a party to this Agreement to maintain an action pursuant to or based upon this Agreement.

20.13 Time of Essence. Time shall be deemed of the essence on the part of the Parties in performing all of the terms and conditions of this Agreement.

20.14 Remedies Cumulative. No reference to any specific right or remedy shall preclude either party from exercising any other right or from having any other remedy or from maintaining any action to which it may otherwise be entitled at law or in equity. No failure by either party to insist upon the strict performance of any agreement, term, covenant or condition hereof, or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial rent during the continuance of any such breach, shall constitute a waiver of any such breach, agreement, term, covenant or condition. No waiver by either party of any breach by the other party under this Agreement or a waiver by Landlord of any breach by any other tenant under any other lease of any portion of the Building shall affect this Agreement in any way whatsoever.

20.15 Landlord Inspections and Access. Tenant shall permit Landlord, and its agents, employees and contractors to enter all parts of the Premises during Tenant's business hours to inspect the same and to enforce or carry out any provision of this Agreement, including without limitation, any access necessary for the making of any repairs which are Landlord's obligation hereunder; provided, however, that in the event of an emergency, Landlord may enter the Premises for such purposes at any time. Any such entry shall be upon notice, if any, as shall be feasible under the circumstances and shall be made so as to reasonably minimize the disruption of Tenant's use of the Premises.

20.16 Estoppel Certificates. At any time and from time to time, within thirty (30) days after Tenant shall request the same, Landlord will execute, acknowledge and deliver to Tenant, or such other party as may be designated by Tenant, a certificate setting forth the commencement and termination dates of this Agreement, the amount of Rent payable by Tenant hereunder and the nature, if any, of any Event of Default existing as of the date of such certificate. Tenant shall pay to Landlord, as Additional Rent, an administrative fee of Two Hundred Fifty and No/100 Dollars (\$250.00) per request.

At any time and from time to time, within thirty (30) days after Landlord shall request the same, Tenant will execute, acknowledge and deliver to Landlord and to such other party as may be designated by Landlord, a certificate in a form reasonably acceptable to the requesting party with respect to the matters required by such party and such other matters relating to this Agreement or the status of performance of obligations of the Parties hereunder as may be reasonably requested by such party. If Tenant fails to provide such certificate to the Landlord, Receipt of which shall occur no later than thirty (30) days following the request for same, Tenant shall be deemed to have approved the contents of any such certificate submitted to Tenant by Landlord and Landlord is hereby authorized to so certify. Tenant shall supply such certificate(s) at no cost to Landlord, it being agreed that Tenant's obligations under this Section 20.16 is lawful consideration for the grant of this Agreement and the tenancy created thereby.

20.17 Memorandum of Lease. Neither this Agreement, nor a short form or memorandum thereof, shall be recorded in the public records.

20.18 Joint and Several Liability. If two or more individuals, corporations, partnerships or other business associations (or any combination of two or more thereof) shall sign this Agreement as Tenant, the liability of each such individual, corporation, partnership or other business association to pay rent and perform all other obligations hereunder shall be deemed to be joint and several and all notices, payments and agreement given or made by, with or to any one of such individuals, corporations, partnerships or other business associations shall be deemed to have been given or made by, with or to all of them. In like manner, if Tenant shall be a partnership or other business association, the members of which are, by virtue of statute or federal law, subject to personal liability, the liability of each such member shall be joint and several.

20.19 Relocation or Termination. If in connection with Landlord's expansion or renovation of existing improvements or construction of new improvements (in each instance, "Landlord Construction"), Landlord determines that it is necessary that Tenant vacate the Premises or that the Premises be altered, Landlord may require that Tenant surrender possession of all or a portion of the Premises temporarily or permanently. In such event, Landlord, in its sole and absolute discretion, may either (i) offer to amend this Agreement to make the changes associated with the change in the Tenant Floor Area caused by an alteration, or (ii) terminate this Agreement. If Landlord offers to amend this Agreement in accordance with (i), Landlord shall present a proposed amendment to Tenant reflecting the change in the Tenant Floor Area. If the proposed amendment is not executed by Tenant and returned to Landlord, Receipt of which shall occur no later than fifteen (15) days following its presentation to Tenant, Landlord shall have the right at any time thereafter to terminate this Agreement in accordance with (ii). If Landlord elects to terminate this Agreement pursuant to (ii), Landlord shall do so by notifying Tenant in writing of its election to terminate, which notice shall specify the date as of which this Agreement shall terminate, which date will be no earlier than ninety (90) days from Tenant's Receipt of the notice.

20.20 No Option. The submission of this Agreement for examination does not constitute a reservation of or option for the Premises, and this Agreement shall become effective only upon execution and delivery thereof by the Parties.

20.21 Waiver of Jury Trial and Other Rights. The Parties hereby mutually waive any and all rights which either may have to request a jury trial in any action, proceeding or counterclaim arising out of or relating in any way to this Agreement or Tenant's occupancy of or right to occupy the Premises. Tenant further agrees that in the event Landlord commences any summary proceeding for non-payment of Rent or possession of the Premises, Tenant will not impose and hereby waives all right to interpose any non-compulsory counterclaim of whatever nature in such proceeding. Tenant further waives any right to remove said summary proceeding to any other court or to consolidate said summary proceeding with any other action, whether brought prior or subsequent to the summary proceeding.

20.22 Broker's Commission. The Parties represent and warrant that there are no claims for brokerage commissions or finders' fees in connection with the execution of this Agreement. Tenant agrees to indemnify Landlord, and hold harmless from, all liability arising from any such claim. Landlord agrees to indemnify the Tenant, subject to the limitations of Section 768.28, Florida Statutes, and hold harmless from, all liability arising from any such claim.

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

20.24 Independent Private Sector Inspector General. Pursuant to the Code of Miami-Dade County, Resolution # R-516-96, and Miami-Dade County Administrative Order 3-20, and in connection with the award of this Agreement, the Landlord has the right to retain the services of an Independent Private Sector Inspector General ("IPSIG") whenever the Landlord or County deems it appropriate to do so. Upon written notice from the Landlord, the Tenant shall make available, to the IPSIG retained by the Landlord, all requested records and documentation pertaining to this Agreement, for inspection and copying. The Landlord will be responsible for the payment of these IPSIG services, and under no circumstance shall the Tenant's payments under this Agreement be inclusive of any charges relating to these IPSIG services. The terms of this Section 20.24 shall apply to the Tenant, its officers, agents, employees and assigns.

Nothing contained in this Section 20.24 shall impair any independent right of the Landlord to conduct, audit, or investigate the operations, activities and performance of the Tenant in connection with this Agreement. The terms of this Section 20.24 are neither intended nor shall the Tenant construe them to impose any liability on the Landlord.

20.25 County Inspector General. According to Section 2-1076 of the Code of Miami-Dade County, the County has established the Office of the Inspector General which may, on a random basis, perform audits, inspections, and reviews of all County and Landlord contracts. This random audit is separate and distinct from any other audit by Landlord. To pay for the functions of the Office of the Inspector General, any and all payments to be made to Landlord under this Contract will be assessed one quarter (1/4) of one (1%) percent of the total amount of the payment, to be deducted from each progress payment as the same becomes due unless, as stated in the this Agreement is federally or state funded where federal or state law or regulations preclude such a charge. Tenant shall, in stating its agreed process, be mindful of this assessment, which will not be separately identified, calculated or adjusted in the Tenant's proposal. The audit cost shall also be included in all change orders and all contract renewals and extensions, if applicable.

The Office of Inspector General is authorized to investigate County affairs and empowered to review past, present and proposed County and Landlord programs, accounts, records, contracts and transactions. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of witnesses and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General shall have the power to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to project design, proposal specifications, proposal submittals, activities of the Tenant, its officers, agents and employees, lobbyists, County and Landlord staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon ten (10) days written notice to the Tenant, the Tenant shall make all requested records and documents available to the Inspector General for inspection and copying. The Inspector General shall have the right to inspect and copy all documents and records in the Tenant's possession, custody or control which in the Inspector General's sole judgment, pertain to performance of the Agreement, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements from and with successful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and Lease documents, back-change documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records and supporting documentation for the aforementioned documents and records.

The Tenant shall make available at its office at all reasonable times the records, materials, and other evidence regarding the acquisition (proposal preparation) and performance of this Agreement, for examination, audit, or reproduction, until three (3) years after final payment under this Agreement or for any longer period required by statute or by other clauses of this Agreement. In addition: (i) if this agreement is completely or partially terminated, the Tenant shall make available records relating to the work terminated until three (3) years after any resulting final termination settlement; and (ii) Tenant shall make available records relating to appeals or to litigation or the settlement of claims arising under or relating to this agreement until such appeals, litigation, or claims are finally resolved.

The provisions in this Section 20.25 shall apply to the Tenant, its officers, agents, employees, subcontractors and suppliers. The Tenant shall incorporate the provisions in this Section 20.25 in all subcontracts and all other agreements executed by the Tenant in connection with the performance of this Agreement. Nothing in this Section 20.25 shall impair any independent right of the

County to conduct audits or investigative activities. The provisions of this Section 20.25 are neither intended nor shall they be construed to impose any liability on the County or the Landlord by the Tenant or third parties.

Exception: the above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the agreement is approved by the Landlord; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-38; (m) federal, state and local government-funded grants; and (n) inter-local agreements. Notwithstanding the foregoing, the Landlord may authorize the inclusion of the fee assessment of one-quarter (1/4) of one percent in any exempted contract at the time of award.

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all Landlord contracts including, but not limited to, those contracts specifically exempted above.

20.26 Survival. All representation, warranties, covenants, conditions and agreements contained herein which either are expressed as surviving the expiration or termination of this Agreement or, by nature, are to be performed or observed, in whole or in part, after the termination or expiration of this Agreement, shall survive the termination or expiration of this Agreement.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, in consideration of the mutual entry into this Agreement, for other good and valuable consideration, and intending to be legally bound, the Parties have executed this Agreement as of the Effective Date.

ATTEST:

PUBLIC HEALTH TRUST OF MIAMI-DADE COUNTY,
FLORIDA, an agency and instrumentality of Miami-Dade
County, Florida ("Trust")

By: _____

By: _____

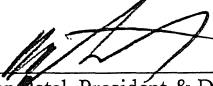
Carlos A. Migoya
President/Chief Executive Officer

Date: _____

ATTEST:

AAAA WORLD, INC., a Florida Corporation ("Tenant")

By:  _____

By:  _____

Kiran Patel, President & Director

Date: 2-19-15

Approved for legal sufficiency and form by the Miami-Dade
County Attorney's Office

Approved for sufficiency as to insurance and liability by the
Director of Risk Management, Jackson Health System

Signature

Date

Signature

Date

EXHIBIT "A"

The Property

EXHIBIT "A"

Tract A, of BLUE HERON LAKE, according to the Plat thereof, as recorded in Plat Book 144, Page 2, of the Public Records of Miami-Dade County, Florida.

AND

Tract B, of BLUE HERON LAKE, according to the Plat thereof, as recorded in Plat Book 144, Page 2, of the Public Records of Miami-Dade County, Florida, LESS the following parcel:

BEGIN at the Southwest corner of said Tract B lying upon the point of intersection of the West line of said Tract B with the existing North right-of-way line of the North Line Canal, as shown on the Miami-Dade County Public Work's Department's Right-of-Way Map for N.W. 25th Street, as recorded in Road Map Book 124, Page 40, of the Public Records of Miami-Dade County, Florida; thence North $01^{\circ} 36' 06''$ West along said West line, for a distance of 5.36 feet; thence departing from said West line, South $84^{\circ} 56' 12''$ East, a distance of 7.96 feet; thence South $88^{\circ} 56' 26''$ East, a distance of 192.08 feet to a point of intersection with the said North right-of-way line of the North Line Canal; thence South $89^{\circ} 40' 56''$ West, along the South line of said Tract B and said North right-of-way line, a distance of 199.83 feet to the POINT OF BEGINNING.

AND

Tract C, of BLUE HERON LAKE, according to the Plat thereof, as recorded in Plat Book 144, Page 2, of the Public Records of Miami-Dade County, Florida, LESS the following two parcels:

COMMENCE at the Southwest corner of said Tract C lying upon the point of intersection of the West line of said Tract C with the existing North right-of-way line of the North Line Canal, as shown on the Miami-Dade County Public Work's Department's Right-of-Way Map for N.W. 25th Street, as recorded in Road Map Book 124, Page 40, of the Public Records of Miami-Dade County, Florida; thence run North $89^{\circ} 40' 56''$ East along the South line of said Tract C and said North right-of-way line of the North Line Canal, for a distance of 187.31 to the POINT OF BEGINNING of the parcel hereinafter to be described: Thence run North $00^{\circ} 19' 14''$ West perpendicular with the previously described course for a distance of 5.50 feet; thence run North $89^{\circ} 40' 56''$ East parallel with said North right-of-way line of said North Line Canal for a distance of 11.00 feet; thence run South $00^{\circ} 19' 04''$ East perpendicular to said North right-of-way line for a distance of 5.50 feet; thence run South $89^{\circ} 40' 56''$ West along the South line of said Tract C and said North right-of-way line for a distance of 11.00 feet to the POINT OF BEGINNING.

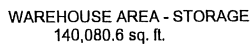
AND

COMMENCE at the Southwest corner of said Tract C lying upon the point of intersection of the West line of said Tract C with the existing North right-of-way line of the North Line Canal, as shown on the Miami-Dade County Public Work's Department's Right-of-Way Map for N.W. 25th Street, as recorded in Road Map Book 124, Page 40, of the Public Records of Miami-Dade County, Florida; thence run North $89^{\circ} 40' 56''$ East along the South line of said Tract C and said North right-of-way line of the North Line Canal, for a distance of 339.19 to the POINT OF BEGINNING of the parcel hereinafter to be described: Thence run North $00^{\circ} 19' 14''$ West perpendicular with the previously described course for a distance of 2.50 feet; thence run North $89^{\circ} 40' 56''$ East parallel with said North right-of-way line of said North Line Canal for a distance of 11.00 feet; thence run South $00^{\circ} 19' 04''$ East perpendicular to said North right-of-way line for a distance of 2.50 feet; thence run South $89^{\circ} 40' 56''$ West along the South line of said Tract C and said North right-of-way line for a distance of 11.00 feet to the POINT OF BEGINNING.

EXHIBIT "B"

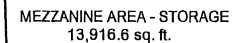
The Premises

Exhibit "B"



OVERALL FLOOR PLAN
 SCALE: 1/16" = 1'-0"

GROUP AND BUILDING AREAS.



MEZZANINE FLOOR PLAN
SCALE: 1/8" = 1'-0"

EXHIBIT "C"

Rules and Regulations

E1.1 All deliveries or shipments of any kind to and from the Premises, including loading of goods, shall be made only by way of the rear of the Premises or any other location designated by Landlord, and only at such time designated for such purpose by Landlord.

E1.2 All contractors and subcontractors performing work at the Premises shall park at such discreet locations as may be designated by Landlord and shall use the rear entrance of the tenant space. Use of the front doors or parking in the front of any building is prohibited. Construction crews shall not store equipment or materials in any breezeway or alley. Violation of any of the foregoing will result in Five Hundred and No/100 Dollars (\$500)/per day in liquidated damages payable by Tenant to Landlord, as Additional Rent.

E1.3 Demolition causing excessive noise or that creates a disturbance to the adjoining property owners shall only be performed before or after the normal and customary business hours of the Building so that others are not disrupted during business hours.

E1.4 No garbage shall be placed or disposed of in front of the Premises. Tenant shall store soiled and dirty linen in approved fire rated containers. Garbage removal shall be at those times agreed to by the Parties and pursuant to Section E1.1.

E1.5 Intentionally deleted.

E1.6 Tenant shall keep all storefront windows and the outside areas immediately adjoining the Premises, clean and free from dirt and rubbish. Tenant shall not place, suffer or permit any obstructions, signs or merchandise in such areas and shall not use such areas for any purpose other than ingress or egress to and from the Premises.

E1.7 Plumbing facilities shall not be used for any other purposes than that for which they are constructed, and no foreign substances of any kind shall be thrown therein. The expense of any breakage, stoppage or damage resulting from a violation of this provision shall be borne by Tenant.

E1.8 Tenant shall not place, nor suffer the placement of, any signs, equipment, displays or inventory on the sidewalk in front of the Premises or upon the Common Area.

E1.9 Tenant shall keep its exterior store signs illuminated, seven days a week, from sundown until 12:00 midnight.

E1.10 Landlord reserves the right, exercisable without notice and without liability to Tenant, to change the name and street address of the Building.

E1.11 Tenant shall not do anything, or permit anything to be done, in or about the Building, or bring or keep anything therein, that will in any way increase the possibility of fire or other casualty or obstruct or interfere with the rights of, or otherwise injure or annoy, other adjoining property owners, or do anything in conflict with the valid pertinent laws, rules or regulations of any Governmental Authority. Tenant shall not use or keep in the Premises any inflammable or explosive fluid or substance, or an illuminating material, unless it is battery powered, and UL approved. Tenant shall at all times maintain an adequate number of suitable fire extinguishers on the Premises for use in case of local fires, including electrical or chemical fires. A competent person or a recognized extinguisher servicing company should provide annual servicing for all extinguishers on the Premises. A tag should be attached indicating the month and year of maintenance and the recharge, if performed.

E1.12 Tenant shall not install any signage or any advertising material anywhere within the property lines of the Building (other than as permitted in this Agreement), including but not limited to, landscaped areas.

E1.13 Tenant will not utilize any unethical method of business operation nor shall any space in the Premises be used for living quarters, whether temporary or permanent.

E1.14 Tenant shall have full responsibility for protecting the Premises and the persons and property located therein from injury, theft and robbery and shall keep all doors and windows securely fastened when not in use.

E1.15 Tenant shall not allow its employees to smoke, socialize congregate or behave in an unprofessional manner in front of the Premises. Work breaks should be limited to the rear of the Premises.

E1.16 Tenant shall not erect or maintain any barricade or scaffolding which may obscure the signs, entrances or show window of the building.

E1.17 Tenant shall not use or permit the use of space heaters, whether electrical or battery operated, in the Premises.

E1.18 Landlord reserves the right to amend or rescind any of these rules and make such other and further rules and regulations as in the judgment of Landlord shall from time to time be needed for safety, protection, care and cleanliness of the Building, the operation thereof, the preservation of good order therein, and the protection and comfort of its tenants, their agents, employees and invitees, which rules when made the notice thereof given to a tenant shall be binding upon him in like manner as if originally herein prescribed. Landlord reserves the right to waive any rule in any particular instance or as to any particular person or occurrence.

EXHIBIT "D"

Sign Package

All signage shall be subject to Landlord approval.

Storefront Signage Criteria:

1. Not to exceed 70% of the width of the storefront.
2. Limited to Tenant Trade Name.
3. Registered trademarks and manufacturers labels not allowed.
4. All signage to be installed as per applicable code.
5. All signage to be removed at the scheduled expiration or earlier termination of this Agreement.
6. Shall not advertise or describe products, services, vendors, or departments or be informational or directional in nature, regardless if such signage is attached as a tagline to, or is included as part of, the Tenant Trade Name.

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

Purpose of Appraisal	"As Is" Market Value
Property Rights Appraised	Fee Simple
Location	7800 N.W. 29 Street Doral, Miami-Dade County, Florida
Land Size	27.27 Acres
Improvements	One-story warehouse/showroom building with two vacant excess sites
Age	1994
Zoning	I, Industrial District IC, Industrial Commercial District CC, Commercial Corridor District
Highest and Best Use	Redevelopment with a commercial or industrial use.
"As Is" Land Value:	Parcel 1 - \$ 27,845,000 Parcel 2 - \$ 10,545,000 Parcel 3 - \$ <u>100,000</u> Total \$ 38,490,000
Indications of Value (Parcel 1):	
Cost Approach	Not Applicable
Income Approach	\$12,930,000
Sales Comparison Approach	\$14,720,000
Final Estimate of Value (Parcel 1)	\$14,720,000
Final Estimate of "As Is" Market Value	\$38,490,000
Date of Value Estimate	January 7, 2015
Date of Inspection	January 7, 2015
Date of Report	February 5, 2015

Summary of Pertinent Data

Location:	Along the south side of NW 29th Street, between 77th Court and 79th Avenue, with additional access along the east side of NW 79th Avenue and (via an easement) along the north side of NW 25th Street, Doral, Miami-Dade FL	
Address:	7800 NW 29 th Street Doral, FL 33122 (with respect to Tract A) Tracts C and D have no recognized address.	
Type of Use:	Tract A: Distribution warehouse/showroom Tracts B and C: Vacant land	
Zoning:	I, Industrial District by the city of Doral, FL	
Census Tract:	90.10	
Flood Zone:	AH (Map 12086C0287L)	
Land Area:		
	Sq. Ft.	Acres
Tract A	592,634	13.61
Tract B	<u>223,852</u>	<u>5.14</u>
Total Usable Land Area	816,486	18.74
Tract C	371,305	8.52

Building Size:

Building Size Analysis

	Rentable Area (sq. ft.)	% of Total
Warehouse area	140,081	84.6%
Showroom	12,834	7.7%
Office area	12,692	7.7%
Total*	165,607	100.0%

* Excludes a 13,917 sq. ft. storage mezzanine above the office area

Cost Approach:	Not applicable
Income Capitalization Approach:	Not applicable
Sales Comparison Approach:	\$39,300,000
Market Value of the Fee Simple Interest:	\$39,300,000
Market Rent for Tract A ¹ :	\$9.00 per square foot, triple net. Total annual rent is \$1,490,463 (\$9.00 per sq. ft. x 165,607 sq. ft.)
Date of Valuation:	January 14, 2015
Date of Report:	February 9, 2015

¹ Rental rate per sq. ft. per year, based on a triple net lease