

# Memorandum



**Date:** June 30, 2009

**To:** Honorable Chairman Dennis C. Moss  
and Members Board of County Commissioners

**From:** George M. Burgess  
County Manager

**Subject:** Retroactive Sub-Lease Agreement Located at 1013 N. Redland Road, Florida City  
with Aim High Christian Academy, Inc., for Community Action Agency  
Property # 7824-00-00

Agenda Item No. 8(F)(1)(G)

## RECOMMENDATION

It is recommended that the Board approve the attached resolution authorizing execution of a Retroactive Sub-Lease Agreement with Aim High Christian Academy, Inc., a Florida corporation, located at 1013 N. Redland Road, Florida City, for a headstart center. The attached Retroactive Sub-Lease Agreement has been prepared by General Services Administration at the request of Community Action Agency (CAA). This sub-lease is retroactive due to the immediate need to move the Head Start Program out of trailers that had environmental problems.

**PROPERTY:** 1013 N. Redland Road, Florida City

**COMMISSION DISTRICT:** 8

**COMMISSION DISTRICTS  
IMPACTED:** 8

**OWNER:** Bennie Lovett

**TENANT:** Aim High Christian Academy, Inc.  
a Florida Corporation

**COMPANY PRINCIPALS:** Gwendolyn M. Thomas – President  
Curtis Thomas – Vice-President  
Tahari A. Thomas - Treasurer

**OWNER'S TRACK RECORD:** The County has no record of negative performance issues with Bennie Lovett or Aim High Christian Academy, Inc, a Florida Corporation.

**USE:** 4,300 square feet of office and classroom space together with use of the playground area and off-street parking.

**JUSTIFICATION:** The office and classroom space is utilized by CAA as a headstart center. CAA had to move out of the trailers located at 1422 N.W. 1 Court, Florida City, due to environmental problems.

**SUB-LEASE TERM:** Three months.

**EFFECTIVE DATES:** Commenced March 16, 2009 and terminates June 15, 2009.

RENTAL RATE: The monthly rent for the first, second and third month of the sub-lease term is \$4,300.00 for a total of \$12,900.00, which is equal to \$12.00 per square foot on an annual basis.

FINANCIAL IMPACT: The total financial impact for the first sub-lease year is estimated to be \$13,416.00, which is comprised of the following:

**Occupancy Cost:**

	<u>Total Dollars</u>	<u>PSF</u>
<u>Base Rent:</u>		
Base Rent	\$ 12,900.00	\$12.00

Indirect Expense:

Lease Management Fee (4%)	\$ 516.00	
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**Total Cost to County, first year: \$ 13,416.00**

LEASE CONDITIONS: The Landlord shall be responsible for electrical lines, fixtures and equipment, the integrity and structure of the building, roof and roof leaks, windows doors and frames, fire equipment, exterior grounds maintenance, trash, air conditioning and heating equipment, electricity, water, and janitorial and custodial services.

CANCELLATION PROVISION: The County may cancel the sub-lease agreement at any time by giving fifteen (15) days prior written notice.

FUNDING SOURCE: Federal Grants. This expense has been budgeted in the Community Action Agency operating budget.

OTHER PROPERTIES EVALUATED: 1380 N. Krome Avenue, Florida City — \$21.00 per square foot on an annual basis plus utilities.

640 W. Palm Drive, Florida City — \$23.00 per square foot on an annual basis for a triple net lease.

777 W. Palm Drive., Florida City — \$12.00 per square foot on an annual basis plus utilities.

DELEGATED AUTHORITY: Authorizes the County Mayor or the County Mayor's designee to execute the retroactive sub-lease agreement and exercise the cancellation provision.

LEASE MONITOR: Tania Llado, Chief Real Estate Officer.

  
Wendi J. Norris  
Director  
General Services Administration



# MEMORANDUM

(Revised)

**TO:** Honorable Chairman Dennis C. Moss  
and Members, Board of County Commissioners

**DATE:** June 30, 2009

**FROM:**   
R. A. Cuevas, Jr.  
County Attorney

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

Please note any items checked.

- "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Bid waiver requiring County Mayor's written recommendation
- Ordinance creating a new board requires detailed County Manager's report for public hearing
- Housekeeping item (no policy decision required)
- No committee review

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No. 8(F)(1)(G)  
6-30-09

RESOLUTION NO. \_\_\_\_\_

RESOLUTION AUTHORIZING EXECUTION OF A RETROACTIVE SUB-LEASE AGREEMENT AT 1634 N.W. 6 AVENUE, FLORIDA CITY, FL, WITH AIM HIGH CHRISTIAN ACADEMY, INC., A FLORIDA CORPORATION, FOR PREMISES TO BE UTILIZED AS A HEADSTART CENTER, WITH TOTAL FISCAL IMPACT TO MIAMI-DADE COUNTY NOT TO EXCEED \$13,416.00 FOR THE THREE-MONTH TERM OF THE SUB-LEASE AGREEMENT; AND AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXERCISE ANY AND ALL OTHER RIGHTS CONFERRED THEREIN

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

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that this Board hereby approves the Retroactive Sub-Lease Agreement between Aim High Christian Academy, Inc., a Florida corporation., for premises to be utilized as a headstart center, with a total fiscal impact to Miami-Dade County not to exceed \$13,416.00 for the three-month term of the Sub-Lease Agreement, in substantially the form attached hereto and made a part hereof; authorizes the County Mayor or the County Mayor's designee to execute same for and on behalf of Miami-Dade County; and authorizes the County Mayor or the County Mayor's designee to exercise any and all other rights conferred therein.

The foregoing resolution was offered by Commissioner \_\_\_\_\_ who moved its adoption. The motion was seconded by Commissioner \_\_\_\_\_ and upon being put to a vote, the vote was as follows:

Dennis C. Moss, Chairman  
Jose "Pepe" Diaz, Vice-Chairman

Bruno A. Barreiro	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Barbara J. Jordan	Joe A. Martinez
Dorin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 30<sup>th</sup> day of June, 2009. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK

By: \_\_\_\_\_  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.



Debra Herman

## RETROACTIVE SUB-LEASE AGREEMENT

THIS AGREEMENT made on the \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between AIM HIGH CHRISTIAN ACADEMY, INC., a Florida corporation, hereinafter called the "LANDLORD," and MIAMI-DADE COUNTY, a political subdivision of the State of Florida, hereinafter called the "TENANT,"

### *WITNESSETH:*

That LANDLORD, for and in consideration of the restrictions and covenants herein contained, hereby allows TENANT to occupy and TENANT hereby agrees to take over from LANDLORD the demised premises described as follows:

Approximately 4,300 rentable square feet of air-conditioned office and classroom space located at 1013 N. Redland Road, Florida City, together with playground area and off-street parking.

TO HAVE AND TO HOLD unto the said TENANT for a term of three (3) months, commencing on March 16, 2009 and terminating three (3) months thereafter, for and at a total rental of Twelve Thousand Nine Hundred Dollars and 00/100 (\$12,900.00), payable in three (3) equal monthly installments of Four Thousand Three Hundred Dollars and 00/100 (\$4,300.00), payable in advance on the first day of every month at 1013 N. Redland Road, Florida City, Florida 33034 or at such other place and to such other person as LANDLORD may from time to time designate in writing. The first month's monthly rental amount shall be pro-rated based upon the actual days of occupancy of the demised premises. The effectiveness of this Lease is expressly contingent upon 1) binding and final approval of this retroactive lease agreement by the Board of County Commissioners and 2) the Landlord providing written approval of Bennie Lovett for this Lease. The parties hereto acknowledge that if such contingencies are not met, this Lease is null, void, and to no effect, and the parties assume no obligations hereunder.

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

**ARTICLE I**  
**USE OF DEMISED PREMISES**

The area of the demised premises shall be used by TENANT for the performance of County business by County departments, agencies, and authorities and for the performance of work incidental thereto, which will necessarily entail services performed for the general public.

**ARTICLE II**  
**CONDITION OF DEMISED PREMISES**

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

**ARTICLE III**  
**UTILITIES**

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

**ARTICLE IV**  
**MAINTENANCE**

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

- Plumbing and electrical lines, fixtures, and equipment;
- Halls, stairways, elevators, lavatories;
- Trash and refuse disposal;
- Air-conditioning and heating equipment;
- Roof and roof leaks;
- Windows, doors, and frames;
- Janitorial and custodial services;
- Fire equipment, including inspection as required by applicable fire codes.

LANDLORD, at its sole cost and expense, shall perform or cause to be performed in the demised premises during the term of this Agreement (except for Saturdays, Sundays, and holidays) the

aforementioned maintenance and janitorial services.

Upon the failure of LANDLORD to effect repairs or perform the above-stated services pursuant to this Lease Agreement after five (5) days' written notification to do so by TENANT, TENANT may cause the repairs to be made and deduct their cost from the rental payments due and to become due until in each instance TENANT has fully recovered such costs in accordance with audited costs of repair furnished by TENANT to LANDLORD. In the event of an emergency, TENANT after proper notification to the LANDLORD and failure of the LANDLORD to take immediate action, may perform repairs that are the LANDLORD's responsibility and receive a credit against rental payments or a cash reimbursement from LANDLORD for the actual costs thereof. During the term of this Agreement or any renewal thereof, if in TENANT's reasonable judgment a condition exists with respect to any matter in which the LANDLORD is obligated to maintain, that which adversely affects TENANT's operations, and after proper notice, LANDLORD fails to repair same as required, TENANT may make such repairs and deduct the cost thereof from rental payments or any other amounts due to LANDLORD hereunder. All of the aforesaid repairs shall be made with reasonable diligence and in a good and workmanlike manner.

**ARTICLE V**  
**ALTERATIONS BY TENANT**

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

**ARTICLE VI**  
**DESTRUCTION OF DEMISED PREMISES**

In the event the demised premises or any portion thereof should be destroyed or so damaged by

fire, windstorm, or other casualty, either party may cancel this Agreement for its convenience by the giving of written notice to the other at any time after the occurrence of the fire, windstorm, or other casualty. In the event of cancellation under this Article, neither party shall be responsible to the other party for any expense associated with the cancellation, and TENANT shall only be liable to LANDLORD for such rents as may be due as of the date of such fire, windstorm, or other casualty.

If neither party shall exercise the foregoing right of cancellation, LANDLORD shall cause the building and demised premises to be repaired and placed in good condition within one hundred twenty (120) days following the date of casualty, time being of the essence. If the demised premises sustained damages such that repairs cannot be completed within one hundred twenty (120) days, TENANT shall be entitled to cancel the Agreement by the giving of written notice to LANDLORD at any time, notwithstanding the commencement of any repairs by LANDLORD.

#### **ARTICLE VII** **DISABLED INDIVIDUALS**

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

LANDLORD further warrants that the demised premises and access thereto, including but not limited to restrooms, hallways, entryways to the street, and accessible parking, if parking is provided under the Agreement, shall be in compliance with the accessibility standards for government programs contained in the ADA and all requirements of Section 553.501 et seq. of the Florida Statutes LANDLORD covenants and agrees that the demised premises and access thereto shall at all times be maintained in accordance with the requirements of Section 255.21 of the Florida Statutes at LANDLORD's cost and expense, except where changes are required as a result of TENANT's change in program or work force.

LANDLORD agrees to correct any and all violations of the obligations of LANDLORD under this Section within sixty (60) days of written notice by TENANT of the existence of the same, provided that,

if such violations cannot feasibly be corrected within said sixty (60) day period, then LANDLORD agrees to commence such repairs within said Sixty (60) day period and to diligently pursue the completion of same within a reasonable period thereafter.

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

**ARTICLE VIII**  
**NO LIABILITY FOR PERSONAL PROPERTY**

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

**ARTICLE IX**  
**SIGNS**

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

**ARTICLE X**  
**LANDLORD'S RIGHT OF ENTRY**

LANDLORD or any of its agents shall have the right to enter said demised premises during all reasonable working hours, upon the giving of twenty-four (24) hours' prior notice, unless an emergency exists, to examine the same or to make such repairs, additions, or alterations as may be deemed necessary

for the safety, comfort, or preservation thereof of said building or to exhibit said demised premises and to put or keep upon the doors or windows thereof a notice "FOR RENT" at any time within Thirty (30) days before the expiration of this Agreement.

**ARTICLE XI**  
**LIABILITY FOR DAMAGE OR INJURY**

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

**ARTICLE XII**  
**PEACEFUL POSSESSION**

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

**ARTICLE XIII**  
**SURRENDER OF DEMISED PREMISES**

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

**ARTICLE XIV**  
**INDEMNIFICATION AND HOLD HARMLESS**

TENANT does hereby agree to indemnify and hold harmless the LANDLORD to the extent and within the limitations of Section 768.28, Florida Statutes, subject to the provisions of that Statute whereby the TENANT shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$100,000, or any claim or judgments or portions thereof, which,

when totaled with all other occurrence, exceeds the sum of \$200,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise solely as a result of the negligence of the TENANT. However, nothing herein shall be deemed to indemnify the LANDLORD from any liability or claim arising out of the negligent performance or failure of performance of the LANDLORD or any unrelated third party.

**ARTICLE XV  
CANCELLATION**

TENANT, through its County Manager or his designee, shall have the right to cancel this Agreement at any time by giving LANDLORD at least fifteen (15) days' written notice prior to its effective date.

**ARTICLE XVI  
HVAC MAINTENANCE**

Without limiting the obligations of LANDLORD as set forth in ARTICLE IV, "Maintenance" of this Agreement, LANDLORD shall be required to initiate and maintain a commercial HVAC system maintenance contract, or contracts, subject to TENANT's approval prior to LANDLORD's execution of said contract, which shall call for regular maintenance and service to such systems in accordance with industry standards.

**ARTICLE XVII  
NOTICES**

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

**TENANT:**  
Real Estate Section  
Facilities and Utilities Management Division  
General Services Administration  
111 N.W. First Street, Suite 2460  
Miami, Florida 33128

**LANDLORD:**  
AIM HIGH LEARNING CENTER  
1013 N. Redland Road  
Florida City, Florida 33034

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

**ARTICLE XVIII**  
**ENVIRONMENTAL QUALITY**

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

A. INDOOR AIR QUALITY. LANDLORD shall at all times maintain the Heating, Ventilating, and Air Conditioning System (HVAC) and shall perform at least the minimum periodic preventive maintenance on the HVAC system equipment as applicable to the TENANT premises.

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

C. NOTICE OF PEST MANAGEMENT OPERATIONS. The use of pesticide sprays or dusts in the demised premises as part of pest control services shall only be used in places of infestation as demonstrated by sticky traps or other such devices observed by TENANT but never as a preventative measure. Such spot sprays or dusts shall be only after normal working hours to allow for ventilation before TENANT employees re-enter the TENANT premises. TENANT encourages LANDLORD to employ the use of traps, baits, or portable vacuums before resorting to pesticide sprays or dusts. LANDLORD shall give TENANT twenty-four (24) hours' notice prior to commencement of pest control

services that include sprays or dusts with any kind of pesticide or other chemicals. LANDLORD shall provide reasonable assurance that any and all such chemicals are being handled in accordance with the Material Safety Data Sheet (MSDS) provided by their manufacturer.

D. NOTICE OF RENOVATION OPERATIONS. LANDLORD shall act to prevent the degradation of indoor air quality during any building renovation, remodeling, and similar activities that could allow off-gassing from embodied chemicals in construction materials, furniture, or equipment into spaces occupied by and common areas used by TENANT. LANDLORD and its designated contractor will use only nontoxic paint or other surface coatings, and will cause the space to be continuously ventilated with outside air to prevent the build-up of chemical gases from construction materials, carpet, carpet glues, or other emissive materials during the buildout or renovation of the demised space.

**ARTICLE XIX**  
**WAIVER OF LANDLORD'S LIEN**

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

**ARTICLE XX**  
**FORCE MAJEURE**

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

**ARTICLE XXI**  
**WAIVER**

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

**ARTICLE XXII**  
**DEFAULT OF TENANT**

If TENANT shall fail to pay any monthly installment or item of rent on the date when the same becomes due or shall violate or fail to perform any of the other conditions, covenants, or agreements herein made by TENANT, and if such violation or failure continues for a period of thirty (30) days after written notice thereof to TENANT by LANDLORD, except for failure to pay rent, which shall have a fifteen (15) day period for cure after written notice thereof to TENANT by LANDLORD, and further, if

TENANT shall be diligently attempting to cure such failure to perform any other conditions, covenants, or agreements, the time to cure such failure shall be extended for so long as TENANT shall diligently prosecute such cure, then LANDLORD may proceed with any remedy available at law or in equity in that State of Florida or by such other proceedings, including reentry and possession, as may be applicable. All rights and remedies of LANDLORD under this Agreement shall be cumulative and shall not be exclusive of any other rights and remedies provided to LANDLORD under applicable law.

**ARTICLE XXIII**  
**GOVERNING LAW**

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

**ARTICLE XXIV**  
**HOLDOVER**

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

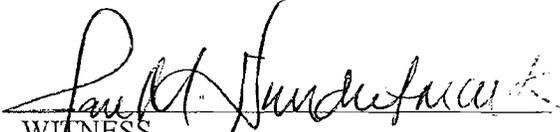
**ARTICLE XXV**  
**WRITTEN AGREEMENT**

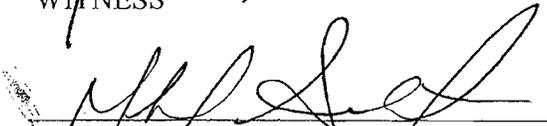
This Agreement contains the entire agreement between the parties hereto and all previous

negotiations leading thereto, and it may be modified only by an Agreement signed by both parties  
IN WITNESS WHEREOF, LANDLORD and TENANT have caused this Agreement to be executed by  
their respective and duly authorized officers the day and year first above written.

(CORPORATE SEAL)

AIM HIGH CHRISTIAN ACADEMY, INC.  
A Florida Corporation

  
WITNESS

  
WITNESS

By:   
Gwendolyn M. Thomas  
President (LANDLORD)

(OFFICIAL SEAL)

ATTEST:

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

HARVEY RUVIN, CLERK

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Carlos Alvarez  
County Mayor (TENANT)

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

**ADDENDUM TO THE RETROACTIVE SUB-LEASE AGREEMENT**

***THIS ADDENDUM TO THE RETROACTIVE SUB-LEASE AGREEMENT***, hereinafter "Addendum" is made and entered into this 16<sup>th</sup> day of March 2009 by and between **AIM HIGH CHRISTIAN ACADEMY, INC.**, a Florida corporation, hereinafter called "Landlord" and **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida, hereinafter called "Tenant". This Addendum is intended to be a part of that Retroactive Sub-Lease Agreement between Landlord and Tenant of even date for the property located at 1013 North Redland Road, Florida City, Florida 33034.

1. **No Holdover Permitted:**

Landlord and Tenant acknowledge and agree that regardless of any language in the Retroactive Sub-Lease Agreement to the contrary, no holdover of Tenant's occupancy beyond the expiration of the lease period shall be permitted. Tenant agrees to be completely vacated from the premises and to have removed all personal property belonging to Tenant no later than June 16<sup>th</sup>, 2009, the termination date of the Lease. In the event that Tenant has not vacated the premises and fully removed all personal property by midnight of June 16<sup>th</sup>, 2009, Landlord shall have the right to change all locks on the premises and any personal property remaining shall become the property of the Landlord to dispose of as Landlord deems appropriate. Landlord and Tenant acknowledge that Landlord has need for the premises subsequent to June 16<sup>th</sup> and therefore this no holdover provision is imperative and time is of the essence.

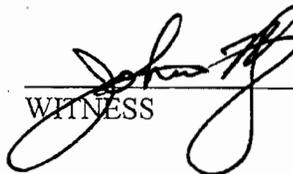
*In witness whereof*, Landlord and Tenant have caused this Addendum to be executed by their respective and duly authorized officers the day and year first above written.

(CORPORATE SEAL)

**AIM HIGH CHRISTIAN ACADEMY,  
INC., a Florida corporation**

  
\_\_\_\_\_  
WITNESS

By:   
\_\_\_\_\_  
**GWENDOLYN M. THOMAS, President**

  
\_\_\_\_\_  
WITNESS

(OFFICIAL SEAL)

**ATTEST:**

**HARVEY RUBIN, CLERK**

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

By: \_\_\_\_\_  
**DEPUTY CLERK**

By: \_\_\_\_\_  
**CARLOS ALVAREZ, County Mayor**

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

**MR. BENNIE L. LOVETT**

505 SW 5<sup>TH</sup> STREET  
FLORIDA CITY, FLORIDA 33034

April 15, 2009

Rev. Curtis Thomas  
AIM HIGH CHRISTIAN ACADEMY, INC.  
1013 Redland Road  
Florida City, Florida 33034

RE: Authorization to Sub-Lease

Dear Rev. Thomas:

This shall confirm my written permission, as owner and Landlord of the premises located at 1013 Redland Road, Florida City, Florida 33034 to Aim High Christian Academy, Inc. entering into a Sub-Lease Agreement with Miami-Dade County, a political subdivision of the State of Florida for the portion of the property described in that Retroactive Sub-Lease Agreement, a copy of which I have received. Please accept this letter as my written agreement to your Sub-Lease and acknowledgement that this Sub-Lease shall not violate any provisions of your Lease Agreement.

Sincerely,



Bennie L. Lovett