

# Memorandum



**Date:** January 21, 2010

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

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

**Subject:** Sub-lease Agreement at 2671 N.W. 28 Street, Miami with Fannie Mae, a  
Federally Chartered Corporation and a Government Sponsored Enterprise  
Property # 3127-00-00

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

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It is recommended that the Board approve the attached resolution authorizing execution of a Sub-Lease Agreement for office space located at 2671 N.W. 28 Street, Miami, with Fannie Mae, a Federally Chartered Corporation and a Government Sponsored Enterprise. The attached Sub-Lease Agreement has been prepared by General Services Administration.

## BACKGROUND

Fannie Mae is a federally chartered government sponsored enterprise that operates in America's secondary mortgage market to enhance the liquidity of the mortgage market by providing funds to mortgage bankers and other lenders so that they may lend to home buyers. As part of Fannie Mae's efforts to assist distressed borrowers at risk of foreclosure, the company is opening the Fannie Mae Miami-Dade Mortgage Help Center. The Center will assist local homeowners whose mortgages are owned by Fannie Mae and who may be behind on their mortgage payments or struggling to make their payments.

Mortgage Help Center advisors are local, experienced housing counselors who will meet with borrowers face-to-face at the Center (or over the phone, if preferred) to explain mortgage workout options and other foreclosure alternatives.

Advisors can also help in preparing and submitting the required paperwork for the federal government's Making Home Affordable Program; or for other mortgage workout options and foreclosure alternatives offered by servicers. The services are completely free - no fees will be charged up front or later in the process.

**PROPERTY:** 2671 N.W. 28 Street, Miami

**COMMISSION DISTRICT:** 2

OWNER: A & B 28 Street Corporation, LLC, a Florida Limited Liability Corporation

OWNER PRINCIPAL: Oscar Llerena, Manager

TENANT: Miami-Dade County

PROPOSED SUB-TENANT: Fannie Mae, a Federally Chartered Corporation and a Government Sponsored Enterprise

USE: 2,681 rentable square feet of office space.

JUSTIFICATION: The Federal Government has directed Fannie Mae to establish a federally sponsored program in order to maintain a presence and better monitor federal monies being offered to needy families in the community. The County proposes to sub-lease a portion of an existing leased facility for use of this existing space. This will also provide for a closer working relationship between Miami-Dade County and the federally sponsored program on common matters. The County originally leased this space for Team Metro in March 7, 2006, which ceased operations at this location on July 31, 2009. The space has been vacant since that time.

SUB-LEASE TERM: Thirty-Two (32) months

COMMENCEMENT DATE: Commences upon the effective date of the resolution of the Board of County Commissioners approving this Sub-Lease Agreement and shall terminate on November 30, 2012.

RENTAL RATE: The annual base rent for the space is as follows:

- o Effective Date – October 31, 2010 at \$4,349.92 per month, or \$52,199.04 annually, which is equal to \$19.47 per square foot. The rental rate of \$19.47 applies only to the first nine months of the Sub-Lease Agreement thus totaling \$39,149.28 for this period.
- o November 1, 2010 – October 31, 2011 at \$4,521.95 per month, or \$54,263.44 annually, which is equal to \$20.24 per square foot.
- o November 1, 2011 – November 30, 2012 at \$4,702.92 per month, or \$56,435.05 annually, which is equal to \$21.05 per square foot.

In addition to the base rent, the Sub-Tenant will pay monthly a General Services Administration Administrative Fee of four percent (4%) based on the Fixed Minimum Rent monthly installments. The Sub-Tenant shall annually pay for its pro-rata share of any increase in real estate taxes and insurance over the 2006 base year. The Sub-Tenant

shall also pay a systems furniture rental of \$335.13 per month and reimburse for any additional services procured at the request of the Sub-Tenant from Landlord or Tenant.

LEASE CONDITIONS:

The Sub-Tenant is responsible for all utilities and maintenance charges, as well as for janitorial and custodial services. The Landlord is responsible for plumbing and electrical lines, mechanical systems, maintenance and repairs, roof, landscaping and structural elements. The County, as Tenant, shall continue to be responsible for rent and all other additional expenses for the portion of the premises (2,680 square feet) not subject to this Sub-Lease Agreement. The current monthly rent for the entire facility is \$8,697.69, of which Sub-Tenant will be responsible for \$4,349.92 per month. The Sub-Tenant shall have the option to lease any part of the additional 2,680 square feet of available space.

CANCELLATION PROVISION:

The County may cancel by automatic termination for terms and conditions as set forth in sub-lease agreement. The Sub-Tenant may cancel by giving 60 days prior written notice.

CURRENT LEASE:

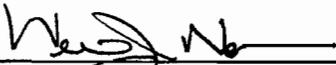
The current lease with Miami-Dade County was approved by the Board on March 7, 2006, by Resolution No. R-255-06. The lease commenced on November 19, 2007 for five years through November 30, 2012 with one additional three-year renewal option period. The County may cancel at any time after the initial lease term with 120 days prior written notice.

MONITOR:

Tania Llado, Chief Real Estate Officer

DELEGATED AUTHORITY:

The County Mayor or his designee is authorized to execute a Sub-Lease Agreement and to exercise the cancellation provision.

  
\_\_\_\_\_  
Wendi J. Norris  
Director  
General Services Administration



# MEMORANDUM

(Revised)

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

**DATE:** January 21, 2010

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

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

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Ordinance creating a new board requires detailed County Manager's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's \_\_\_\_, 3/5's \_\_\_\_, unanimous \_\_\_\_ ) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

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

Agenda Item No. 8(F)(1)(C)  
1-21-10

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

RESOLUTION AUTHORIZING EXECUTION OF A SUB-LEASE AGREEMENT AT 2671 N.W. 28 STREET, MIAMI, WITH FANNIE MAE, A FEDERALLY CHARTERED CORPORATION AND A GOVERNMENT SPONSORED ENTERPRISE, FOR PREMISES TO BE UTILIZED FOR OFFICE SPACE TO PROVIDE ASSISTANCE TO DISTRESSED BORROWERS AT RISK OF FORECLOSURE REQUIRING SERVICES; AND AUTHORIZING THE MAYOR OR HIS 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; and

**WHEREAS**, Fannie Mae, is a Federally Chartered Corporation and a Government Sponsored Enterprise that operates in America's secondary mortgage market to enhance the liquidity of the mortgage market by proving funds to mortgage bankers and other lenders so that they may lend to home buyers; and

**WHEREAS**, Fannie Mae, desires to sub-lease certain County-leased property located at 2671 N.W. 28 Street, Miami, to be utilized for its Fannie Mae Miami-Dade Mortgage Help Center for the purpose of assisting local homeowners whose mortgages are owned by Fannie Mae and who may be behind on their mortgage payments or struggling to make their payments; and

**WHEREAS**, the County is satisfied that Fannie Mae does require to sub-lease this County-leased property for such use and that the property is not otherwise needed for County purposes; and

**WHEREAS**, this Board finds that pursuant to Section 125.38 of the Florida Statutes, the sub-lease of this property to Fannie Mae is in the best interest of the County,

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

the Sub-Lease Agreement between Miami-Dade County and Fannie Mae, a Federally Chartered Corporation and a Government Sponsored Enterprise, for premises to be utilized for office space to provide assistance to distressed borrowers at risk of foreclosure requiring services, in substantially the form attached hereto and made a part hereof; authorizes the Mayor or his designee to execute same for and on behalf of Miami-Dade County; and authorizes the Mayor or his 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    |
| Dorrin D. Rolle                 | Natacha Seijas     |
| Katy Sorenson                   | Rebeca Sosa        |
| Sen. Javier D. Souto            |                    |

The Chairperson thereupon declared the resolution duly passed and adopted this 21<sup>st</sup> day of January, 2010. 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

## SUB-LEASE AGREEMENT

This SUB-LEASE AGREEMENT ("the "Sub-Lease Agreement") is made on the \_\_\_\_\_ day of \_\_\_\_\_, 2010, by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida, herein sometimes designated or referred to as the "TENANT," and FANNIE MAE, a Federally Chartered Corporation and a Government Sponsored Enterprise, hereinafter referred to as the "SUB-TENANT."

### WITNESSETH

**WHEREAS**, the TENANT and A & B 28 Street Property, LLC., a Florida Limited Liability Corporation as "LANDLORD" entered into a Lease Agreement authorized under Resolution No. R-255-06 approved March 7, 2006 (hereinafter referred to as the "Lease Agreement" and attached hereto as "Exhibit A") covering approximately 5,361 square feet of rentable space in the building located at 2671 N.W. 28 Street, Miami, Fl (the "Building"); and

**WHEREAS**, TENANT desires to sublet to SUB-TENANT and SUB-TENANT desires to sublet from TENANT, approximately 2,681 square feet of the rentable space of the Building, pursuant to the terms and conditions described below; and

**WHEREAS**, LANDLORD has provided written consent to the Sub-Lease Agreement, attached hereto as Exhibit B, and further, is a party to the Sub-Lease Agreement ;

**NOW, THEREFORE**, in consideration of the foregoing premises, the rents, and the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

### AGREEMENT

1. The foregoing recitals and provisions are hereby adopted and incorporated herein.
2. TENANT hereby leases, and SUB-TENANT agrees to lease from TENANT, the Demised Premises, as more particularly set forth in the sketch attached as "Exhibit C", (the "Demised Premises") and described as follows:

Approximately 2,681 rentable square feet of air-conditioned office space located at 2671 N.W. 28 Street, Miami, Florida 33142, together with on site contiguous parking, as referenced in the attached "Exhibit C".

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TO HAVE AND TO HOLD unto said SUB-TENANT for a term commencing upon the effective date of the resolution of the Miami-Dade Board of County Commissioners (the "Board") approving the Sub-Lease Agreement and 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 of the Board of the Sub-Lease Agreement (the "Effective Date"), and shall terminate on November 30, 2012. Commencing on the 'Effective Date', and upon Tenant providing Sub-Tenant with keys to the Building, SUB-TENANT shall pay to TENANT a monthly base rental of Four Thousand Three Hundred Forty-Nine Dollars and 92/100 (\$4,349.92) through November 30, 2010, which is the Fixed Minimum Rent, payable in advance on the first day of every month to Miami-Dade County, c/o General Services Administration, 111 N.W. First Street, Suite 2460, Miami, Florida 33128, or at such other place and to such other person as TENANT may from time to time designate in writing, as set forth herein.

The Annual Base Rent for the second lease year will be increased to \$20.24 per square foot on an annual basis. The Annual Base Rent for the third lease year will be increased to \$21.05 per square foot on an annual basis.

In addition to the Fixed Minimum Rent provided herein, SUB-TENANT shall pay all other sums required to be paid hereunder and when same becomes due and payable, herein called "Additional Rent" in Article XIX, "Real Estate Taxes and Insurance Expenses" and Article XX, "Systems Furniture". In addition, SUB-TENANT shall pay a General Services Administration Administrative Fee of Four Percent (4%) on a monthly basis for the Fixed Minimum Rent monthly installments to the TENANT. If SUB-TENANT procures in writing any additional services from the LANDLORD or TENANT, SUB-TENANT shall pay for the same directly to the applicable party. All such additional charges shall be considered to be Additional Rent. TENANT shall have the same remedies for default in the payment of Additional Rent as are available to TENANT in the case of a default in the payment of Fixed Minimum Rent.

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 SUB-TENANT solely for general office use

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including administrative offices and to provide community services to families of the community. SUB-TENANT shall comply with the rules, regulations and procedures as such may exist and be changed during the term of this Sub-Lease Agreement. SUB-TENANT understands and agrees that SUB-TENANT shall not use the Demised Premises for any use inconsistent with the use set forth in this Article I.

**ARTICLE II**  
**COMPLIANCE WITH LEASE AGREEMENT**

Except as otherwise set forth herein, or expressly modified hereby, the Lease Agreement terms are incorporated herein by reference as fully as if the terms and provisions thereof were set forth herein. In no event shall TENANT be deemed to have assumed the responsibilities of the LANDLORD under the Lease Agreement except as specifically provided herein, nor shall TENANT be responsible for the compliance of the LANDLORD with the provisions of the Lease Agreement or the SUB-TENANT with this Sub-Lease Agreement. SUB-TENANT covenants it shall take no action or permit anything to be done which would constitute a default under, or cause a termination of, the Lease Agreement, and SUB-TENANT agrees to indemnify, defend and hold harmless the TENANT for any loss, cost, damage or expense incurred as a result of a breach of this covenant. LANDLORD stipulates that for the purpose of the Sub-Lease, SUB-TENANT shall be deemed in privity with the LANDLORD, with respect to any causes of action for breach by LANDLORD which gives rise to damages to SUB-TENANT.

**ARTICLE III**  
**CONDITION OF DEMISED PREMISES**

SUB-TENANT hereby accepts the Demised Premises in the condition they are in at the beginning of this Sub-Lease Agreement. TENANT shall have no obligation to make any improvement to, or alteration of, the Demised Premises or to provide SUB-TENANT with any allowance therefor.

**ARTICLE IV**  
**UTILITIES**

The SUB-TENANT, during the term of this Sub-Lease Agreement, shall pay all actual direct charges for water and electricity services used by the SUB-TENANT in the Demised Premises. The TENANT will continue to contract the water and electricity services used by the SUB-TENANT in the

Demised Premises and then pass-through the direct actual costs to the SUB-TENANT and SUB-TENANT will reimburse the TENANT on a monthly basis. The SUB-TENANT, during the term of this Sub-Lease Agreement, shall pay its pro-rata share (i.e., fifty percent (50%) of all charges for general facility maintenance and repairs, except if the maintenance and repairs are within the Demised Premises in which case SUB-TENANT will pay one hundred percent (100%), and shall pay one hundred percent (100%) of the cost to provide custodial and janitorial services to the Demised Premises, consistent with the terms of this Sub-Lease Agreement. In the event that the remainder of the Building is unoccupied, SUB-TENANT shall pay one hundred percent (100%) of the actual costs of utilities in the Building. SUB-TENANT, throughout the term of this Sub-Lease Agreement, shall be responsible for telephone and data equipment, installation, maintenance and any costs associated with security systems, phones and data service, installation and equipment. SUB-TENANT shall cause all fire extinguishers to be serviced and maintained in good condition and repair.

**ARTICLE V**  
**ALTERATIONS BY SUB-TENANT**

SUB-TENANT may not make any alterations, additions, or improvements in or to the Demised Premises without the written consent of TENANT and LANDLORD. TENANT hereby approves of the alterations shown or described on the plan attached hereto as Exhibit "C," subject to LANDLORD's approval. If the Lease Agreement is then in effect, if TENANT subleases the remainder of the Building, then SUB-TENANT, at its expense will perform approved required work to provide ADA access into the additional entrance of the Building. Any such SUB-TENANT installed improvements, fixtures and finishes in the Demised Premises are at the SUB-TENANT's sole cost. Except for (i) the alterations shown or described on the plan attached hereto as Exhibit <sup>C</sup>~~D~~, and (ii) office furniture and fixtures which are not readily removable without injury to the Demised Premises at the expiration of this Sub-Lease Agreement, TENANT shall have the right to require SUB-TENANT to remove at the expiration of the Sub-Lease Agreement all additions, fixtures or improvements installed by SUB-TENANT. Notwithstanding the foregoing, removable partitions, and furnishings installed by SUB-TENANT within

the Demised Premises shall remain SUB-TENANT's property and may be removed by SUB-TENANT upon the expiration of the Sub-Lease Agreement or cancellation thereof. To the extent that such items are not removed upon the expiration of the Sub-Lease Agreement, any and all fixtures, improvements, and moveable partitions remaining in the Demised Premises shall be deemed abandoned and may be disposed of as deemed appropriate by Sub-Tenant. In case of damage arising from such removal, all damaged areas shall be repaired and brought back to the original condition at SUB-TENANT's expense.

**ARTICLE VI**  
**MAINTENANCE**

SUB-TENANT agrees to maintain and keep in good repair, condition, and appearance, during the term of this Sub-Lease Agreement, the interior of the Demised Premises. SUB-TENANT shall be responsible for and shall repair any damage caused to the Demised Premises as a result of SUB-TENANT or SUB-TENANT's agents, employees, invitees, or visitors use of the Demised Premises, ordinary wear and tear excepted. TENANT shall notify SUB-TENANT after discovering any damage which SUB-TENANT is responsible for repairing and SUB-TENANT shall make the necessary repairs promptly after said notice.

**ARTICLE VII**  
**NO LIABILITY FOR PERSONAL PROPERTY**

All personal property placed or moved in the Demised Premises above described shall be at the risk of SUB-TENANT or the owner thereof. TENANT shall not be liable to SUB-TENANT for any damage to said personal property unless caused by or due to the sole negligence of TENANT, TENANT's agents or employees, subject to all limitations of Florida Statutes, Section 768.28.

**ARTICLE VIII**  
**SIGNS**

Signs will be of the design and form of letter to be first approved by TENANT, the cost of painting to be paid by SUB-TENANT. All signs shall be removed by SUB-TENANT at termination of this Sub-Lease Agreement and any damage or unsightly condition caused to Demised Premises because of or due to said signs shall be satisfactorily corrected or repaired by SUB-TENANT.

**ARTICLE IX**  
**TENANT'S RIGHT OF ENTRY**

TENANT or any of its agents shall have the right to enter said Demised Premises during all reasonable working hours upon the giving of 24 hours' prior written 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. Said right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations, or additions which do not conform to this Sub-Lease Agreement. Except in the case of any emergency, when entering the Demised Premises TENANT shall be accompanied by a representative of SUB-TENANT (which SUB-TENANT shall timely provide).

**ARTICLE X**  
**SURRENDER OF PREMISES**

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

**ARTICLE XI**  
**INDEMNIFICATION AND HOLD HARMLESS**

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

provided. The provisions of this section shall survive the termination or expiration of this Sub-Lease Agreement.

**ARTICLE XII**  
**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, its officers, employees, agents, invitees, or instrumentalities, subject to all limitations of Florida Statutes, Section 768.28.

**ARTICLE XIII**  
**CANCELLATION**

**CANCELLATION By TENANT:** The occurrence of any of the following shall cause this Sub-Lease Agreement to be terminated by the TENANT upon the terms and conditions also set forth below:

**A. Automatic Termination:**

- (1) Institution of proceedings in voluntary bankruptcy by the SUB-TENANT.
- (2) Institution of proceedings in involuntary bankruptcy against the SUB-TENANT if such proceedings continue for a period of ninety (90) days.
- (3) Assignment by SUB-TENANT for the benefit of creditors.

**B. Termination after ten (10) days written notice by the TENANT by certified or registered mail to SUB-TENANT for doing any of the following:**

- (1) Non-payment of any sum or sums due hereunder after the due date for such payments; provided, however, that such termination shall not be effective if SUB-TENANT makes the required payment(s) during the ten (10) calendar day period following mailing of the written notice.
- (2) Notice of any condition posing a threat to health or safety of the public or patrons and not remedied within the ten (10) day period from receipt of written notice.

**C. Termination after fourteen (14) days from receipt by SUB-TENANT of written notice by certified**

or registered mail to the address of the SUB-TENANT as set forth below:

- (1) Non-performance of any covenant of this Sub-Lease Agreement other than non-payment of rent and others listed in A and B above, and failure of the SUB-TENANT to remedy such breach within the thirty (30) day period from receipt of the written notice.
- D. A final determination in a court of law in favor of the TENANT in litigation instituted by the SUB-TENANT against the TENANT or brought by the TENANT against SUB-TENANT.

**CANCELLATION By SUB-TENANT:** The SUB-TENANT, shall have the right to cancel this Sub-Lease Agreement at any time by giving the TENANT at least sixty (60) days written notice prior to its effective date.

#### **ARTICLE XIV** **OPTION TO TAKE SPACE IN BUILDING**

Provided this Sub-Lease Agreement shall be in full force and effect and SUB-TENANT shall not be in default in the payment of rent beyond any curative period, SUB-TENANT shall have the option from time to time to lease all or any part of TENANT's available space in the Building upon the same then-current terms and conditions of the space initially leased by notifying TENANT in writing, provided, however, that SUB-TENANT first obtains written consent for such additional leased space from TENANT and LANDLORD. Any provisions of the Sub-Lease which are calculated based upon prior square footage shall be adjusted accordingly.

#### **ARTICLE XV** **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:**

General Services Administration  
Real Estate Section  
Facilities and Utilities Management Division  
111 N.W. 1st Street, Suite 2460, Miami, Florida 33128-1907

**SUB-TENANT:**

Fannie Mae  
3900 Wisconsin Avenue, NW  
Washington, DC 20016  
Attn: Director, Corporate Real Estate and Facilities Management-Leasing

With a copy to:  
Fannie Mae  
3900 Wisconsin Avenue, NW  
Washington, DC 20016  
Attn: Legal Department -- Corporate Real Estate Attorney

And:  
Arent Fox LLP  
1050 Connecticut Avenue, NW  
Washington, DC 20036  
Attn: Richard L. Brand, Esq.

Notices provided herein in this paragraph shall constitute sufficient notice to SUB-TENANT to comply with the terms of this Sub-Lease Agreement. Notices provided herein in this paragraph shall include all notices required in this Sub-Lease Agreement or required by law.

**ARTICLE XVI**  
**INSURANCE**

Prior to occupancy, SUB-TENANT shall furnish to the Real Estate Management Section of Miami-Dade County, c/o General Services Administration, 111 N.W. First Street, Suite 2460, Miami, Florida 33128-1907, certificate(s) of insurance which indicate(s) that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Public Liability Insurance, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. MIAMI-DADE COUNTY must be shown as an additional insured with respect to this coverage.
- B. Automobile Liability Insurance, covering all owned, non-owned, and hired vehicles used in connection with the Sub-Lease Agreement in an amount not less than \$300,000 combined single limit for bodily injury and property damage.
- C. Workman's Compensation Insurance as required by Chapter 440, Florida Statutes.

The insurance coverage required shall include those classifications as listed in Standard Liability Insurance Manuals which most nearly reflect the operations of SUB-TENANT under this Sub-Lease Agreement.

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The insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications as to management and financial strength:

The Company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, by the latest edition (1986 or later) of Best's Insurance Guide, published by A. M. Best Company, Oldwick, New Jersey, or its equivalent subject to the approval of the County Risk Management Division.

or

The Company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida", issued by the State of Florida Department of Insurance and must be members of the Florida Guaranty Fund.

Certificates will indicate that no modification or change in insurance shall be made without thirty (30) days' written advance notice to the certificate holder.

Compliance with the foregoing requirements shall not relieve SUB-TENANT of its liability and obligations under this Section or under the Indemnification and Hold Harmless Article, or any other portion of this Sub-Lease Agreement.

SUB-TENANT shall be responsible for assuring that the insurance certificates required in conjunction with this section remain in full force for the duration of this Sub-Lease Agreement. If insurance certificates are scheduled to expire during the term of the Sub-Lease Agreement, SUB-TENANT shall be responsible for submitting new or renewed insurance certificates to the TENANT at a minimum of thirty (30) days in advance of such expiration.

**ARTICLE XVII**  
**PERMITS, REGULATIONS AND SPECIAL ASSESSMENTS**

SUB-TENANT covenants and agrees that during the term of this Sub-Lease Agreement SUB-TENANT will obtain any and all necessary permits and approvals and that all uses of the Demised Premises will be in conformance with all applicable laws, including all applicable zoning regulations.

Any and all charges, taxes, or assessments levied against the Demised Premises shall be paid by SUB-TENANT and failure to do so will constitute a breach of this Sub-Lease Agreement. Nothing in this Article XVII shall be construed to prevent TENANT from seeking any exemption from any of the

charges described in this Article XVII that may be available to TENANT because of TENANT's federal charter.

**ARTICLE XVIII**  
**DEFAULT OF SUB-TENANT**

If SUB-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 SUB-TENANT, including without limitation, SUB-TENANT's obligation to use the Demised Premises solely for the permitted use described in Article I above, and if such violation or failure continues for a period of thirty (30) days after written notice thereof to SUB-TENANT by TENANT, except for failure to pay rent, which shall have a fifteen (15) day period for cure after written notice thereof to SUB-TENANT by TENANT, then TENANT may proceed with any remedy available at law or in equity in the State of Florida or by such other proceedings, including without limitation, terminating this Sub-Lease Agreement or reentry and recovering possession, as may be applicable. All rights and remedies of TENANT under this Sub-Lease Agreement shall be cumulative and shall not be exclusive of any other rights and remedies provided to TENANT under applicable law.

**ARTICLE XIX**  
**REAL ESTATE TAXES AND INSURANCE EXPENSE**

Throughout the term of the Sub-, the SUB-TENANT shall pay to the TENANT, in addition to the rental otherwise specified herein, and due as Additional Rent, SUB-TENANT's proportionate share of increases in "Real Estate Taxes and Insurance Expense" for 2671 N.W. 28 Street, Miami. Each year, during the term of this Sub-Lease Agreement or any renewal thereof, the SUB-TENANT agrees to pay its pro-rata share of any increases in real estate taxes over the base year of 2006 Ad Valorem Tax and insurance over the base year of 2006. SUB-TENANT's pro-rata share is based on 2,681 rentable square feet of the Demised Premises or 50% percent within the total square footage of the Building which is 5,361 square feet. This is to be paid as additional rent upon presentation of paid invoice. It is agreed that the ad valorem taxes due in November of each year shall be the figure used to compute the SUB-

17

TENANT's obligation.

**ARTICLE XX**  
**SYSTEMS FURNITURE**

Throughout the term of this Sub-Lease Agreement, the SUB-TENANT shall have the right at its option to use the systems furniture in the Demised Premises described on Exhibit E attached hereto and shall pay to the TENANT, in addition to the rental otherwise specified herein, and due as Additional Rent, the annual sum of \$4,021.50 per year (or \$335.13 per month).

**ARTICLE XXI**  
**COUNTY AS SOVEREIGN**

1. It is expressly understood that notwithstanding any provision of the Sub-Lease Agreement and the TENANT's status thereunder, TENANT shall not be liable in any manner, whatsoever, to any other party or person for the exercise of its governmental authority, regulatory powers and/or police powers.

The parties agree that:

(a) TENANT retains all of its sovereign prerogatives and rights as a county under Florida laws and shall in no way be estopped or otherwise prevented from withholding or refusing to issue any approvals of applications, or be liable for the same; and

(b) TENANT shall not by virtue of the Sub-Lease Agreement be obligated to grant SUB-TENANT any approvals of applications for building, zoning, planning or development under present or future laws and ordinances of whatever nature.

**ARTICLE XXII**  
**ASSIGNMENTS AND SUBLEASES**

SUB-TENANT shall not assign the Sub-Lease Agreement or sub-sublet the Demised Premises, or grant any other right of occupancy for any portion of the Demised Premises. This Sub-Lease Agreement shall not be assigned by operation of law. Any attempt to sell, assign or sublet shall be deemed a default by SUB-TENANT.

**ARTICLE XXIII**  
**ADDITIONAL PROVISIONS**

1. Mechanic's, Materialmen's and Other Liens

SUB-TENANT agrees that it will not permit any mechanic's, materialmen's or other liens to stand against the Demised Premises for work or materials furnished to SUB-TENANT; it being provided, however, that SUB-TENANT shall have the right to contest the validity thereof. SUB-TENANT shall immediately pay any judgment or decree rendered against SUB-TENANT, with all proper costs and charges, and shall cause any such lien to be released off record without cost to TENANT.

2. Non-Discrimination

The Board of County Commissioners declared and established as a matter of policy, by Resolution No. 9601 dated March 24, 1964, that there shall be no discrimination based on race, color, creed, or national origin and Resolution No. 85-92 dated January 21, 1992, that there shall be no discrimination on the basis of disability in connection with any County property or facilities operated or maintained under the Sub-Lease Agreement, any license, or other agreement from MIAMI-DADE COUNTY or its agencies.

SUB-TENANT agrees to comply with the intention of Resolution No. 9601 dated March 24, 1964 and Resolution No. 85-92 dated January 21, 1992, involving the use, operation, and maintenance of the property and facilities included in this Sub-Lease Agreement.

**ARTICLE XXIV**  
**CONFLICTS**

The terms and conditions of this Sub-Lease Agreement shall take precedence in any conflict between the terms and conditions hereof and the terms and conditions of the Lease Agreement. The Sub-Lease Agreement is subject to the terms and conditions of the Lease Agreement, and this Sub-Lease Agreement shall automatically terminate upon the termination, cancellation or expiration of the Lease Agreement. Anything contained in this Sub-Lease Agreement to the contrary notwithstanding, TENANT shall not be deemed to have unreasonably withheld, conditioned, or delayed consent or approval, when required to be given, if LANDLORD shall have withheld, conditioned, or delayed its consent or approval in any instance in which consent or approval is required. TENANT represents that the Lease Agreement attached hereto as Exhibit A is true, correct and complete and TENANT shall not amend the Lease

Agreement if such amendment would adversely affect any of SUB-TENANT's rights or obligations hereunder. TENANT shall provide SUB-TENANT with a copy of any amendment to the Lease Agreement immediately after its execution.

**ARTICLE XXV**  
**GOVERNING LAW**

This Sub-Lease 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 and the venue for any disputes shall be in Miami-Dade County. Preside.

**ARTICLE XXVI**  
**WRITTEN AGREEMENT**

This Sub-Lease Agreement contains the entire agreement between the parties hereto and all previous negotiations leading thereto, and it may be modified only by a written amendment executed and delivered by Landlord, TENANT and SUB-TENANT, together with a resolution approved by the Board of County Commissioners.

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

(CORPORATE SEAL)

[Signature]  
WITNESS

Reba Robertson  
WITNESS

FANNIE MAE  
A Federally Chartered Corporation

BY: [Signature]  
Michael A. Pardo  
Director Corporate Real Estate

(SUB-TENANT)

A & B STREET PROPERTY, LLC  
A Florida Limited Liability Corporation

[Signature]  
WITNESS

Mercedes Sanchez  
WITNESS

BY: [Signature]  
Oscar Llerena  
Manager

(LANDLORD)

(OFFICIAL SEAL)

ATTEST:  
HARVEY RUVIN, CLERK

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

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

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

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

*Exhibit A*

Agenda Item No. 8(F)(1)(C)  
03-07-06

OFFICIAL FILE COPY  
CLERK OF THE BOARD  
OF COUNTY COMMISSIONERS  
MIAMI-DADE COUNTY, FLORIDA

RESOLUTION NO. R-255-06

RESOLUTION AUTHORIZING EXECUTION OF A LEASE AGREEMENT AT 2671 N.W. 28 STREET, MIAMI, WITH A & B 28 STREET CORPORATION, LLC, A FLORIDA LIMITED LIABILITY CORPORATION, FOR PREMISES TO BE UTILIZED BY TEAM METRO AS ADMINISTRATIVE OFFICES; AND AUTHORIZING THE COUNTY MANAGER 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 Lease Agreement between Miami-Dade County and A & B 28 Street Corporation, LLC, a Florida Limited Liability Corporation, for premises to be utilized by Team Metro as administrative offices, in substantially the form attached hereto and made a part hereof; authorizes the County Manager to execute same for and on behalf of Miami-Dade County; and authorizes the County Manager to exercise any and all other rights conferred therein.

The foregoing resolution was offered by Commissioner **Dennis C. Moss** who moved its adoption. The motion was seconded by Commissioner **Barbara J. Jordan** and upon being put to a vote, the vote was as follows:

Joe A. Martinez, Chairman	aye		
Dennis C. Moss, Vice-Chairman	aye		
Bruno A. Barreiro	absent	Jose "Pepe" Diaz	absent
Audrey M. Edmonson	aye	Carlos A. Gimenez	aye
Sally A. Heyman	aye	Barbara J. Jordan	aye
Dorrian D. Rolle	aye	Natacha Seijas	aye
Katy Sorenson	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	aye		

The Chairperson thereupon declared the resolution duly passed and adopted this 7<sup>th</sup> day of March, 2006. This Resolution and contract, if not vetoed, shall become effective in accordance with Resolution No. R-377-04.

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



HARVEY RUVIN, CLERK

**KAY SULLIVAN**

Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.

HBP

Hugo Benitez

## LEASE AGREEMENT

THIS AGREEMENT made on the 22 day of MAR., 2005, by and between A & B 28 Street Property, LLC., a Florida Limited Liability 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 leases to TENANT and TENANT hereby agrees to lease from LANDLORD the demised premises described as follows:

Approximately 5,361 rentable square feet of air-conditioned office space located at 2671 N.W. 28 Street, Miami, Florida 33142, together with on site contiguous parking.

The Building's square footage is 5,361 rentable square feet, of which 5,361 square feet of usable square feet is to be occupied by TENANT as the Premises. The ratio of rentable square footage to usable square footage in the Building is presently 0% (the "Factor"), which results in a rentable square footage in the Premises of 5,361.

The terms "rentable" and "usable" square footage (or area) shall have the meanings ascribed to them by the Building Owners and Managers Association International (BOMA) as the "American National Standard", as amended and in effect at the time of the execution of this Lease. Rentable area for the Premises and the Building shall be recomputed upon completion of the Building and/or the Premises. The respective rentable areas of the Premises, the Building and the Factor shall be certified by a licensed architect or engineer or by a duly qualified measurement specialist by the LANDLORD upon completion of the Building and the Premises. TENANT shall have the right to independently review and measure the Premises and the Building upon TENANT's taking of possession of the Premises. If there is a dispute as to the respective rentable areas the Premises, the Building and the Factor, and the parties cannot resolve any differences, the parties agree to have their respective measurement experts appoint an independent third party certified expert, either licensed architect or engineer or duly qualified measurement specialist to arbitrate and make a final determination as to the final rentable square footage areas and the Factor and the parties agree to be bound by said determination of the third party independent measurement expert.

TO HAVE AND TO HOLD unto the said TENANT for a term of five (5) years commencing on the later of (1) the effective date of the resolution of the Board of County Commissioners approving this lease agreement, or (2) issuance of a certificate of occupancy and the acceptance of leased space by TENANT, following the completion of alterations by LANDLORD, which shall not be unreasonable withheld or delayed (the "Commencement Date"), and terminating five years thereafter. The annual base rent for the first lease year will be NINETY SIX THOUSAND FOUR HUNDRED NINETY EIGHT DOLLARS and 00/100 (\$96,498.00), which is the Fixed Minimum Rent, payable in twelve (12) equal monthly installments of EIGHT THOUSAND FORTY ONE DOLLARS AND 50/100 (\$8,041.50). The annual base rent for the second through the fifth lease year and any extensions or renewals thereof, will be increased by four percent (4%) each lease year. TENANT agrees to pay to LANDLORD the rent payment, in advance on the first day of every month at 2851 N.W. 27 Avenue, Miami, Florida 33142 or at such other place and to such other person as LANDLORD may from time to time designate in writing.

In addition to the Fixed Minimum Rent provide herein, TENANT shall pay all other sums required to be paid hereunder and when same becomes due and payable, herein called "Additional Rent" in Article XXXIII, "Real Estate Taxes and Insurance Expenses". LANDLORD shall have the same remedies for default in the payment of additional rent as are available to LANDLORD in the case of a default in the payment of Fixed Minimum Rent.

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**

LANDLORD, at its own expense, shall cause the demised premises to be in a state of good repair and suitable for usage by TENANT at the commencement of this Lease Agreement, subject to the provisions of ARTICLE XVIII, "Improvements of the Demised Premises."

**ARTICLE III**  
**UTILITIES**

TENANT, during the term of this Lease Agreement and any extensions and renewals thereof, shall pay all charges for 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 Lease Agreement or any extension or renewal thereof, the exterior of the Building and the following:

- Plumbing and electrical lines, fixtures, and equipment installed or furnished by LANDLORD and serving the demised premises;
- Trash and refuse disposal;
- Mechanical systems serving the demised premises;
- Repainting of the exterior of the building every three years;
- Service and Maintenance of Air-conditioning/ heating equipment installed by LANDLORD and serving the premises;
- Roof and roof leaks affecting the demised premises;
- Windows, doors, and frames;
- All structural elements of the Building;
- All exterior common areas of the Building;
- Custodial care of parking lot and landscaping serving the Building;
- Fire equipment serving the demised premises, 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 Lease Agreement (except for Saturdays, Sundays, and holidays) the maintenance and services as described above, except for damages caused by the negligence or willful misconduct of TENANT or TENANT's employees, agents, contractors, visitors, and /or invitees.

LANDLORD shall use its reasonable efforts to minimize interference with use of the demised premises by TENANT during the performance thereof.

Upon the failure of LANDLORD to effect repairs or diligently pursue such repairs or services which failure materially affects TENANT's ability to occupy and use the demised premises, 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 the nature of the repairs required to be made cannot reasonably be completed within such five (5) day period, then the time within which LANDLORD must complete such repairs or services shall be extended for such additional period of time as may be reasonably necessary to complete the same under the circumstances.

TENANT shall keep the demised premises in good condition and repair, excepting damage by fire or other casualty, and in compliance with all applicable government laws, ordinances and regulations, other than the items mentioned above for which LANDLORD is responsible. Without limiting the generality of the foregoing, TENANT shall cause all fire extinguishers to be serviced and maintained in good condition and repair.

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.

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

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

within the demised premises shall remain TENANT's property and may be removed by TENANT upon the expiration of the Lease Agreement or any renewal or cancellation hereof.

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

In the event the demised premises should be destroyed or so damaged by fire, windstorm, or other casualty to the extent that the demised premises are rendered untenable, LANDLORD shall have thirty (30) days to make demised premises tenable, otherwise either party may cancel this Lease Agreement by the giving of written notice to the other; however, if neither party shall exercise the foregoing right of cancellation within thirty (30) days after the date of such destruction or damage, LANDLORD shall cause the Building and demised premises to be repaired and placed in good condition as soon as practical thereafter. In the event of cancellation, TENANT shall be liable for rents only until the date of such fire, windstorm, or other casualty. In the event of partial destruction which shall not render the demised premises wholly untenable, the rents shall be proportionately abated in accordance with the extent to which TENANT shall be deprived of use and occupancy. TENANT shall not be liable for rent during such period of time as the demised premises shall be totally untenable by reason of fire, windstorm, or other casualty.

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

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

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

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

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

LANDLORD recognizes and agrees that, throughout the term of the Lease Agreement, TENANT may in its discretion change its employees or programs which operate from the leased demised premises. LANDLORD agrees that TENANT may, at TENANT's expense, make such changes to the leased 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 into the demised premises by TENANT above described shall be at the risk of TENANT. LANDLORD shall not be liable to TENANT for any damage to said personal property unless caused by the sole negligence or willful misconduct of LANDLORD, LANDLORD's agents or employees.

#### **ARTICLE IX** **SIGNS**

Exterior sign will be of the design and form of letter to be first approved in writing by LANDLORD, the cost of installation and painting to be paid by TENANT. LANDLORD shall provide space for sign on the property. The TENANT shall provide all interior signs at its own expense. All signs shall be removed by TENANT at termination of this Lease Agreement and any damage or unsightly condition caused to the 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 written 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 to prospective purchasers or lessees and to put or keep upon the doors or windows thereof a notice "FOR RENT" at any time within sixty (60) days before the expiration of this Lease Agreement.

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

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

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

Subject to payment by TENANT of the rents herein provided, and upon observance and performance of all the terms, conditions, and covenants of this Lease Agreement, LANDLORD agrees that TENANT shall and may peaceably have, hold, and enjoy the demised premises above described, without hindrance or molestation by LANDLORD.

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

TENANT agrees to surrender to LANDLORD at the end of the term of this Lease Agreement, or

any extension thereof, said leased demised premises in as good condition as said demised premises were at the beginning of the term of this Lease Agreement with all fixtures remaining, 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**  
**ASSIGNMENT OR SUBLET**

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

**ARTICLE XVI**  
**SUCCESSORS IN INTEREST**

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

**ARTICLE XVII**  
**NOTICES**

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

**TENANT:**

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

**LANDLORD:**

Oscar Llerena  
A & B 28 Street Property, LLC  
2851 N.W. 27 Avenue  
Miami, Florida 33142

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

**ARTICLE XVIII**  
**IMPROVEMENTS OF THE DEMISED PREMISES**

A. LANDLORD'S WORK: Subject to the terms, conditions, and covenants of this Lease Agreement, LANDLORD, at its expense, shall provide a "Turn Key" build-out to include the partitions and preparing the demised premises (collectively, "Landlord's Work") as per floor plan provided by LANDLORD and Approved by TENANT, copies of which are initialed by the parties hereto and stored at General Services Administration, Real Estate Division, not to exceed a tenant improvements allowance of fifty thousand dollars and 00/100 (\$50,000.00) in accordance

with the plans and specification prepared by LANDLORD's architect and approved by LANDLORD and TENANT. LANDLORD'S architect shall prepare and provide Working Drawings and specifications for Landlord's Work for the interior of the demised premises. Working Drawings and specification for Landlord's Work must be approved in writing by LANDLORD and TENANT prior to the performance of any of the Landlord's Work in the demised premises. TENANT will prepare and deliver to LANDLORD preliminary plans, showing the layout of the interior of the demised premises. Within sixty (60) days after the delivery by TENANT showing the approximate layout of the interior of the demised premises, LANDLORD shall cause to be prepared by LANDLORD's architect indicating the specific requirements of the demised premises. All Working Drawings shall be prepared in accordance with applicable governing codes and ordinances. LANDLORD shall provide at its cost all necessary permits for Landlord's Work. LANDLORD shall provide at its cost and expense the permanent Certificate of Occupancy (or its applicable equivalent).

LANDLORD reserves the right, however:

1. to substitute materials of equivalent grade and quality when and if any material specified in the Working Drawings shall not be readily and reasonably available;
2. to make changes necessitated by conditions met in the course of construction, provided that TENANT's approval of any materials changes shall first be obtained (which approval shall not be unreasonably withheld or delayed so long as there shall be general conformity with the Working Drawings); and
3. to make changes as required by the local building department in order to obtain a building permit or Certificate of Occupancy (or its equivalent).

B. LANDLORD shall obtain a building permit for LANDLORD's work by April 1, 2006. LANDLORD shall substantially complete all Landlord's Work as set forth in the Working Drawing within one hundred and twenty days (120) days of issuance of a building permit. LANDLORD's Work to the demised premises shall be deemed substantially completed when a certificate of occupancy (or its

equivalent) has been issued notwithstanding the necessity to correct, adjust, or complete certain items ("Punch-List" items), so long as such corrections, adjustments, or completions do not impede TENANT from using and occupying the demised premises for the purposes intended, as expressed in the TENANT's plans. LANDLORD shall complete such Punch-List at its expense by August 31, 2006. Rent commencement shall be upon TENANT taking possession upon move-in of the demised premises after issuance of the Certificate of Occupancy.

C. Should LANDLORD use the entire amount of fifty thousand dollars and 00/100 (\$50,000.00) of the tenant improvement allowance for Landlord's Work, the TENANT shall have the right to request from LANDLORD additional tenant interior improvements to the demised premises at TENANT's expense. LANDLORD shall submit to TENANT the itemized costs for the entire costs of interior improvements to the demised premises prior to any work being started by the LANDLORD and his agents. TENANT shall approve or disapprove the itemized costs. Any Landlord's Work exceeding fifty thousand dollars, (\$50,000.00) for the interior improvements shall be reimbursed to the LANDLORD in a lump-sum payment upon satisfactory completion of the additional tenant interior improvements and presentation of an itemized invoice; such costs shall be subject to audit by TENANT.

#### ARTICLE XIX OPTION TO RENEW

Provided this Lease Agreement is not otherwise in default, TENANT, through its County Manager or his designee, is hereby granted the option to extend this Lease Agreement for one (1) additional three (3) year renewal option period, at the same terms and conditions, except that the rental rate shall increase by four percent (4%) each year of the renewal option period, by giving LANDLORD notice in writing at least sixty (60) days prior to the expiration of this Lease Agreement or any extension thereof.

Should TENANT neglect to exercise any extension option by the date specified above, TENANT's right to exercise shall not expire until thirty (30) business days after notice from LANDLORD of TENANT's failure to exercise the option.

**ARTICLE XX**  
**TERMINATION RIGHTS OF TENANT**

TENANT, through its County Manager or his designee, shall have the right to terminate this Lease Agreement or any portion thereof, at any time after the initial lease term by giving LANDLORD written notice of termination to be effective one hundred twenty (120) days after delivery of the termination notice.

**ARTICLE XXI**  
**HEATING, VENTILATION, AND AIR-CONDITIONING**

LANDLORD acknowledges that it is responsible for providing and maintaining, at no cost or expense to TENANT, a good, sufficient, and safe heating, ventilation, and air conditioning system to cool and heat the entire demised premises uniformly, and sufficient with TENANT's use of the demised premises.

**ARTICLE XXII**  
**SYSTEM MAINTENANCE**

LANDLORD, at its sole cost and expense, shall repair, replace, and maintain, at its sole cost and expense, the HVAC, electrical, mechanical, utility, and plumbing systems servicing the demised premises, the roof and all other structural elements of the Building except for damages to the interior of the demised premises caused by the negligence or willful misconduct of TENANT or TENANT's employees, agents, contractors, visitors, and/or invitees.

**ARTICLE XXIII**  
**CONSTRUCTION**

A. PLANS: In the event of any conflict or ambiguity between the terms of the Lease Agreement and the approved plans and specifications, the approved plans and specifications shall be paramount and controlling.

B. ACCEPTANCE OF LANDLORD'S WORK: LANDLORD acknowledges that TENANT's entry in the demised premises and commencement of rent shall be deemed an acceptance of LANDLORD'S WORK by TENANT, provided, however, that LANDLORD shall remain liable for:

1. LANDLORD's construction and repair obligations;
2. Latent defects;
3. "Punch-List" items;
4. Governmental requirements; and
5. Other representations of LANDLORD as set forth in this Lease Agreement.

**ARTICLE XXIV**  
**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 XXV**  
**NON-DISTURBANCE**

The Lease Agreement shall be subordinate and subject to all ground or underlying leases and mortgages covering the fee of the property, or which at any time thereafter affect the property, and to all renewals, modifications, or replacements thereof; provided, however, that with respect to any ground lease agreement, underlying lease agreement, or mortgage subsequent to the date of this Lease Agreement, such subordination shall not be effective unless and until LANDLORD shall obtain from any and all such ground lessors, underlying lessors, and/or lenders a written agreement with TENANT wherein any and all such ground lessors, underlying lessors, and/or lenders shall agree that the Lease Agreement shall not be divested or in any way affected by foreclosure, other default proceedings, or other succession in interest by or under any ground lease agreement, lease agreement mortgage, or obligation secured thereby, so long as TENANT complies with the terms, conditions, and covenants of this Lease Agreement and performs its obligations under this Lease Agreement (said agreement being referred to herein as a "Non-Disturbance Agreement"). If LANDLORD shall so fail to obtain a Non-Disturbance Agreement from any ground

lessor, holder of any mortgage, or underlying lessor, then the parties recognize that this Lease Agreement shall be and remain superior to any such ground lease agreement, underlying lease agreement, and/or mortgage entered into or executed subsequent to the date of this Lease Agreement. Further, with respect to any and all existing ground lease agreement, underlying lease agreement, and/or mortgage, prior to the commencement of the construction of LANDLORD'S WORK. LANDLORD shall obtain from any and all ground lessors, underlying lessors, and/or lenders a Non-Disturbance Agreement.

**ARTICLE XXVI**  
**FORCE MAJEURE**

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

**ARTICLE XXVII**  
**LANDLORD'S DEFAULT**

It shall constitute a default of this Lease Agreement by LANDLORD if, except as otherwise provided in this Lease Agreement, LANDLORD fails to observe or perform any of the covenants, conditions, or provisions of this Lease Agreement to be observed or performed by LANDLORD, where such failure shall continue for a period of thirty (30) days after written notice thereof from TENANT to LANDLORD; provided, however, that if the nature of LANDLORD's non-compliance is such that more than thirty (30) days are reasonably required for its cure, then LANDLORD shall not be deemed to be in default if LANDLORD commenced such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion. In the event of any such default by LANDLORD, TENANT may at any time thereafter bring an action for damages, termination, and/or injunctive relief (it being recognized that in such event TENANT is irreparably harmed for which there is no adequate remedy at law). No

remedy of TENANT provided for in the Lease Agreement shall be considered to exclude or suspend any other remedy provided for herein, but the same shall be cumulative and in addition to TENANT's remedies at law or in equity.

**ARTICLE XXVIII**  
**RESPONSIBILITY FOR DAMAGE TO DEMISED PREMISES**

If TENANT shall fail to perform its obligations under ARTICLE XXII after thirty (30) days' written notice from LANDLORD, then LANDLORD shall have the right to make such repairs or replacements and any reasonable cost so incurred by LANDLORD shall be paid by TENANT, in which event such cost shall become additional rent payable with the installment of rent next becoming due under the terms of this Lease Agreement.

**ARTICLE XXIX**  
**WAIVER**

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

**ARTICLE XXX**  
**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 an additional thirty (30), then LANDLORD may proceed with any remedy available at law or in equity in the State of Florida or by such other proceedings, including reentry and possession, as may be applicable. All rights and remedies of LANDLORD under this Lease Agreement shall be cumulative and shall not be exclusive of any other rights and remedies provided to LANDLORD under applicable law.

**ARTICLE XXXI**  
**LANDLORD'S RIGHT TO REPAIR**

LANDLORD shall have access at all times to all air conditioning and heating equipment and to all other mechanical, electrical, plumbing and utility installations servicing the Building and the demised premises. LANDLORD shall use its best efforts to minimize any interference to TENANT's usage of the demised premises during the exercise of any rights granted to LANDLORD herein.

**ARTICLE XXXII**  
**ESTOPPEL CERTIFICATES**

LANDLORD and TENANT agree, at any time and from time to time, upon not less than twenty (20) business days prior written notice by such party, to execute, acknowledge, and deliver to the other a statement in writing:

A. certifying that this Lease Agreement has been unmodified since its execution and is in full force

and effect (or if Lease Agreement has been modified since its execution, that it is in full force and effect, as modified, and stating the modifications);

B. stating the dates, if any, to which the rent and sums hereunder have been paid by TENANT;

C. stating whether or not to the knowledge of LANDLORD or TENANT, as the case may be, there are then existing any defaults under this Lease Agreement (and, if so, specifying the same); and

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

**ARTICLE XXXIII**  
**REAL ESTATE TAXES AND INSURANCE EXPENSE**

Throughout the term of this Lease, the TENANT will pay to the LANDLORD, in addition to the rental otherwise specified herein, and due as Additional Rent, TENANT's proportionate share of increases in "Real Estate Taxes and Insurance Expense" for 2671 N.W. 28 Street, Miami. Each year, during the term of this Lease Agreement or any renewal thereof, the TENANT agrees to pay its pro-rata share of any increases in real estate taxes over the base year of 2006 Ad Valorem Tax and insurance over the base year of 2006. TENANT's pro-rata share is based on 5,361 rentable square feet of leased space or 100% percent within the total square footage of the building which is 5,361 square feet. This is to be paid as additional rent upon presentation of paid invoice. It is agreed that the ad valorem taxes due in November of each year shall be the figure used to compute the TENANT's obligation. TENANT's pro-rata share of any increases in Ad Valorem Tax and insurance shall be paid to LANDLORD, upon LANDLORD's submission of an invoice, by December 31 of each year (prorated for year 2006).

**ARTICLE XXXIV**  
**AMENDMENT**

All amendments to this Lease Agreement must be in writing and signed by LANDLORD prior to submittal to the Board of County Commissioners.

**ARTICLE XXXV**  
**ENVIRONMENTAL QUALITY**

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

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

C. **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 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 XXXVI**  
**HOLDOVER**

If TENANT, with LANDLORD's consent, remains in possession of the demised premises after expiration of the term and if LANDLORD and TENANT have not executed an expressed written agreement as to such holding over, then such occupancy shall be a tenancy from month to month at a

monthly rental for the first month, after expiration of the term, equivalent to one hundred percent (100%) of the monthly rental in effect immediately prior to expiration, such payments to be made as herein provided. In the event of such holding over, all of the terms of the Lease Agreement including the payment of all charges owing hereunder other than rent shall remain in force and effect on said month to month basis.

**ARTICLE XXXVII**  
**WRITTEN AGREEMENT**

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

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

Laura Pless  
WITNESS

A & B 28 STREET PROPERTY, LLC  
A Florida Limited Liability Corporation

Margaret Garcia  
WITNESS

By: Oscar Llerena  
Oscar Llerena (LANDLORD)  
Manager



ATTEST:  
HARVEY RUVIN, CLERK

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

By: Harvey Ruvin  
Deputy Clerk

By: George M. Burgess  
George M. Burgess (TENANT)  
County Manager

**EXHIBIT**  
**HVAC SYSTEM PREVENTIVE MAINTENANCE FOR LEASED SPACE**

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

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

"Exhibit B"

11-24-09

## CONSENT OF LANDLORD TO SUBLEASE

THIS CONSENT OF LANDLORD TO SUBLEASE (this "*Agreement*") is made as of the \_\_\_\_ day of \_\_\_\_\_, 2009, by A & B 28 Street Property, LLC, a Florida limited liability corporation ("*Landlord*"), for the benefit of Miami-Dade County, a political subdivision of the State of Florida ("*Tenant*"), and Fannie Mae, a federally chartered corporation ("*Subtenant*").

### RECITALS:

A. By Lease Agreement dated March 22, 2005 (the "*Lease*"), Landlord leased to Tenant, as lessee, approximately 5,361 square feet of office space, together with on-site contiguous parking (the "*Premises*") at the building located at 2671 N.W. 28 Street, Miami, Florida (the "*Building*"), at the rent and subject to the terms and conditions set forth in the Lease;

B. Tenant desires to sublet to Subtenant and Subtenant desires to sublet from Tenant approximately two thousand six hundred eighty-one (2,681) square feet of rentable space (the "*Sublet Premises*") in the Premises in accordance with the terms and provisions of that certain Sublease Agreement dated on or about the date hereof (the "*Sublease*"), a copy of which is attached hereto as Exhibit A; and

C. Tenant, in accordance with Article XV of the Lease, has requested consent from Landlord for the subletting of the Sublet Premises to Subtenant pursuant to the Sublease, and Landlord is willing to grant its consent to the subletting of the Sublet Premises to Subtenant pursuant to the Sublease subject to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Recitals: Incorporation of Terms.** The foregoing recitals are incorporated herein by reference and are made a substantive part of this Agreement. Capitalized terms not defined herein shall have the meanings ascribed to such terms in the Lease.

2. **Landlord's Consent.** Subject to the terms and conditions of this Agreement, Landlord hereby consents to the Sublease, including Subtenant's permitted use as set forth in Article I of the Sublease; provided, however, such approval and consent shall not be deemed (i) to release Tenant from the full and faithful performance by Tenant of all the terms, conditions and agreements contained in the Lease, or (ii) a waiver or release of any of Tenant's covenants, liabilities and obligations to Landlord under the Lease. The Sublease is and shall remain subject and subordinate at all times to all of the provisions, covenants, agreements, terms and conditions contained in the Lease.

3. **Landlord Obligations.** Landlord agrees that if it fails to perform any of its maintenance and repair obligations under the Lease or if Landlord fails to provide any of the services to be provided by Landlord under the Lease, then Subtenant shall have the right in its

own name and on its own behalf to enforce such maintenance, repair and/or service obligations against Landlord.

**4. Approval of Alterations.** Landlord hereby consents to and approves the alterations that Subtenant intends to make to the Sublet Premises that are shown and described on Exhibit D to the Sublease, and Landlord hereby confirms that neither Tenant nor Subtenant shall be obligated to remove such alterations either at the end of the term of the Sublease or Lease.

**5. Approval of Expansion Option.** Article XIV of the Sublease grants to Subtenant the option to expand the Sublet Premises to include additional space in the Building. Landlord hereby consents to such expansion option and confirms that Landlord shall have no further approval or consent right with respect to the exercise of such right from time to time by Subtenant. Upon request by Landlord, Subtenant shall inform Landlord as to whether any such expansion option has been exercised by Subtenant.

IN WITNESS WHEREOF, Landlord has executed this Agreement as of the day and year first set forth above.

**LANDLORD:**

**A & B 28 STREET PROPERTY, LLC**

**WITNESS/ATTEST:**

*Mercedes Sanchez*

By: *Oscar J Llerena*  
Oscar Llerena  
Manager

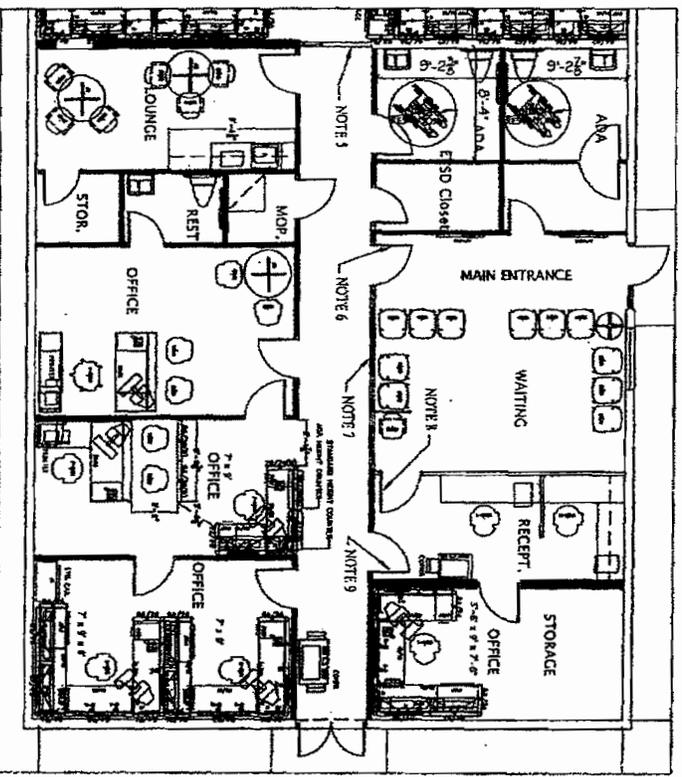
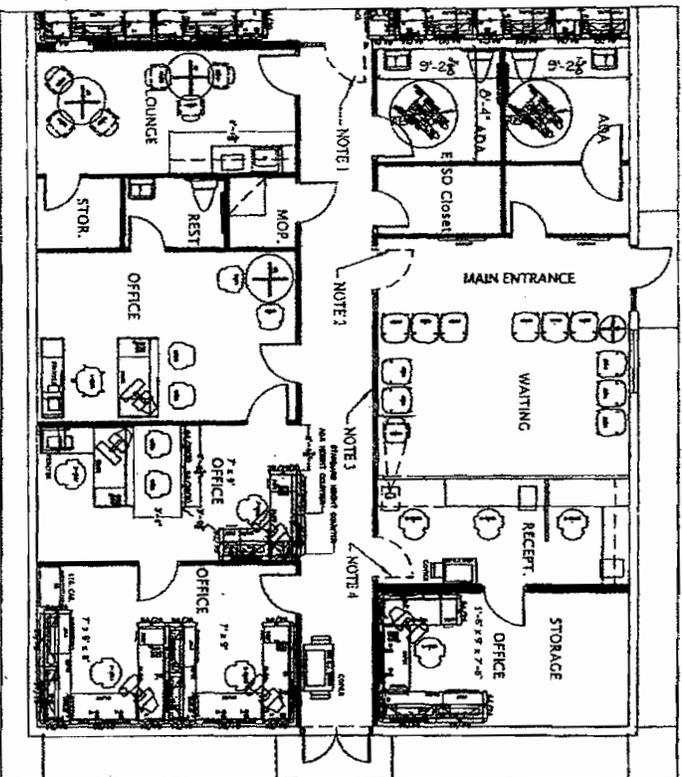
Exhibit C

**FannieMae**

MELROSE PLACE

SPACE PLAN

FM Miami-Dade Mortgage Help Center



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