Memorandum

MIAMI-DADE COUNTY

Date: July 8, 2010

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

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

From: George M. Burgess
County Manager

Subject: Lease Agreement and Assignment of Lease Agreement with Club M & G, L.C., a Florida Limited Liability Company, for the State of Florida Department of Health, Miami-Dade County Health Department, for Property Located at 18680 N.W. 67 Avenue, Unit # 41, Miami
Property # 2002-01-00

RECOMMENDATION

It is recommended that the Board approve the attached resolution authorizing execution of a Lease Agreement and Assignment of Lease Agreement with Club M & G, L.C. a Florida Limited Liability Company for the State of Florida Department of Health, Miami-Dade County Health Department for property located at 18680 N.W. 67 Avenue, Unit # 41, Miami. The attached Lease Agreement and Assignment of Lease Agreement has been prepared by General Services Administration at the request of the State of Florida Department of Health, Miami-Dade County Health Department.

PROPERTY:	18680 N.W. 67 Avenue, Unit # 41, Miami
COMMISSION DISTRICT:	13
COMMISSION DISTRICTS IMPACTED:	Countywide
OWNER:	Club M & G, L.C., a Florida Limited Liability Company
COMPANY PRINCIPAL:	Ira M. Levenshon - Owner - 100%
OWNER'S TRACT RECORD:	The County has no record of negative performance issues with Club M & G, L.C., a Florida Limited Liability Company.
USE:	1,505 square feet of air conditioned and heated store front space together with off-street parking in common with other tenants.
JUSTIFICATION:	This is not a new Lease Agreement. The State of Florida Department of Health, Miami-Dade County Health Department has been at this location since August 5, 2005 and has a need to continue providing vital record services to the N.W. communities of Miami-Dade County.
LEASE TERM:	Five years

EFFECTIVE DATES:

Commencing on the later of (1) the passage of the resolution of the Miami-Dade County Board of County Commissioners approving this Lease Agreement and Assignment of Lease Agreement or (2) August 1, 2010 and terminating July 31, 2015.

RENTAL RATE:

Annual base rent for the first year of the initial term will be $18,631.92, which is equal to $12.38 per square foot on an annual basis. The annual base rent for the second through fifth year of the initial lease term shall be increased by three percent (3%) each year, which is equal to the following: $19,190.88 or $12.75 per square foot on an annual basis for the second year, $19,766.76 or $13.13 per square foot on an annual basis for the third year, $20,359.56 or $13.52 per square foot on an annual basis for the fourth year, and $20,970.36 or $13.93 per square foot on an annual basis for the fifth year.

Additional Rent: Common Area Maintenance and Real Estate Taxes are $11,964.75 annually, which is equal to $7.95 per square foot on annual basis. The Common Area Maintenance and Real Estate Taxes are estimated to increase by two (2%) percent per year.

FINANCIAL IMPACT:

No County funds will be utilized. The total financial impact to the State of Florida Miami-Dade County Health Department for the first lease year is estimated to be $35,330.20 which is comprised of the following:

The First Lease Year of the Initial term:

	Total Dollars	PSF
Annual Base Rent:		
Annual Base Rent (Actual)	$18,631.92	$12.38
Common Area Maintenance:	$11,964.75	$ 7.95
Total Base Rent:	$30,596.67	$20.33
Indirect Expense:		
Lease Management Fee (4%)	$ 745.28	
Electricity	$1,881.25	$ 1.25
Water	$ 451.50	$ .30
Janitorial/Custodial	$1,655.50	$ 1.10
Total Cost to the State, First Year:	**$35,330.20**	**$22.98**

LEASE CONDITIONS:

The State of Florida Department of Health is responsible for electricity, water and for janitorial and custodial services. The Landlord is responsible for the structure of the building, air-conditioning equipment, waste disposal

services, exterior of the building, plumbing and electrical lines, security services for grounds, parking lot areas, fire equipment, roof and roof leaks, all common areas and landscaping.

CANCELLATION PROVISION: The State of Florida Department of Health, Miami-Dade County Health Department may cancel the lease agreement, or any portion thereof, at any time, by giving Landlord ninety (90) days prior written notice.

CURRENT LEASE: The current lease agreement was approved by the Board on November 1, 1994 by Resolution Number R-1651-94. The Board approved a lease agreement for two-years with four additional two-year renewal option periods. Although the lease expires July 31, 2010, the lease contains a holdover provision which allows the department to remain on the property until a new lease agreement is approved.

On June 6, 2000, an Amendment to Lease Agreement was approved by the Board by Resolution Number R-558-00 transferring legal and financial responsibilities away from Miami-Dade County and assigning the Lease Agreement to the State of Florida Department of Health, Miami-Dade County Health Department.

On September 12, 2005, a Lease modification by the State of Florida extended the term of this Lease for five years expiring on July 31, 2010. The current annual base rent is equal to $18,631.92, which is equal to $12.38 per square foot on an annual basis and common area maintenance is equal to $11,964.75, which is equal to $7.95 per square foot on an annual basis.

FUNDING SOURCE: State Funds. This item has been budgeted by the State of Florida Department of Health, Miami-Dade County Health Department.

COMMENTS: State law and administrative procedure permits the State of Florida, Department of Health, Miami-Dade County Health Department to lease space through Miami-Dade County. No County programs will operate from this leased location and no County funds will be expended for this program.

The resolution also assigns the lease agreement to the State of Florida Department of Health, Miami-Dade County Health Department in order to transfer all legal and financial responsibility to the State of Florida.

OTHERS PROPERTIES EVALUATED:	4815 N.W. 183 Street - $17.00 per sq. ft. – plus common area maintenance at $6.00 per sq. ft. and relocation expenses. Tenant is responsible for all utilities. 18835 N.W. 27 Avenue - $19.00 per sq. ft. – plus common area maintenance at $7.40 per sq. ft. and relocation expenses. Tenant is responsible for all utilities.
MONITOR:	Linda Weber, Real Estate Officer
DELEGATED AUTHORITY:	Authorizes the County Mayor or County Mayor's designee to execute the lease agreement and assignment of lease agreement and 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: July 8, 2010

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

SUBJECT: Agenda Item No. 8(F)(1)(D)

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)(D)
7-8-10

RESOLUTION NO. _____

RESOLUTION AUTHORIZING EXECUTION OF A LEASE AGREEMENT AND ASSIGNMENT OF LEASE AGREEMENT AT 18680 N.W. 67 AVENUE, UNIT # 41, MIAMI, WITH CLUB M & G L.C., A FLORIDA LIMITED LIABILITY COMPANY, FOR PREMISES TO BE UTILIZED BY THE STATE OF FLORIDA DEPARTMENT OF HEALTH, MIAMI-DADE COUNTY HEALTH DEPARTMENT FOR A VITAL RECORDS OFFICE WITH TOTAL FISCAL IMPACT TO THE STATE OF FLORIDA DEPARTMENT OF HEALTH NOT TO EXCEED $161,196.38 FOR THE FIVE-YEAR TERM OF THE LEASE AND AUTHORIZING THE COUNTY MAYOR OR 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 Lease Agreement and Assignment of Lease Agreement between Miami-Dade County and Club M & G, L.C., a Florida Limited Liability Company, for premises to be utilized by the State of Florida Department of Health, Miami-Dade County Health Department for a vital records office, with total fiscal impact to the State of Florida Department of Health, Miami-Dade County Health Department not to exceed $161,196.38 for the five-year term of the Lease in substantially the form attached hereto and made a part hereof; authorizes the County Mayor or County Mayor's designee to execute same for and on behalf of Miami-Dade County; and authorizes the County Mayor or 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
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 8th day of July, 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

Approved by County Attorney as
to form and legal sufficiency. JRA

By:_____
Deputy Clerk

Juliette Antoine

LEASE AGREEMENT

THIS AGREEMENT made on the day of , 2010, by and between CLUB M & G, L.C., a Florida Limited Liability Company, hereinafter called the "LANDLORD," and MIAMI-DADE COUNTY, a political subdivision of the State of Florida, hereinafter called the "TENANT,"

WITNESSETH:

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

> Approximately 1,505 square feet of air conditioned storefront space known as Unit 41, Country Club Plaza North, located at 18680 N.W. 67 Avenue, Miami, 33015 together with off-street parking. (See Exhibit "A" attached hereto and made a part thereof).

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, and (2) August 1, 2010, (the "Commencement Date"), and terminating July 31, 2015, for and at a total base rental of Eighteen Thousand Six Hundred Thirty-One Dollars and 92/100 ($18,631.92), payable in twelve (12) equal monthly installments of One Thousand Five Hundred Fifty-Two Dollars and 66/100 ($1,552.66), payable in advance on twenty-third (23rd) day of every month at 18646 N.W. 67 Avenue, Miami, Florida 33015 or at such other place and to such other person as LANDLORD may from time to time designate in writing, as set forth herein.

Property # 2002-01-00

The annual base rent for the second, third, fourth, and fifth years of the lease term shall increase each year by three percent (3%) per year over the prior year's base rent. The annual rental payments are as follows:

Term	Rate Per Square Foot	Annual Rent	Monthly Rent
Year 1	$12.38	$18,631.92	$1,552.66
Year 2	$12.75	$19,190.88	$1,599.24
Year 3	$13.13	$19,766.76	$1,647.23
Year 4	$13.52	$20,359.56	$1,696.63
Year 5	$13.92	$20,970.36	$1,747.53

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. In no event shall TENANT operate in violation of the use restrictions of the shopping center. (See Exhibit "C" attached hereto and made a part thereof).

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.

ARTICLE III
UTILITIES

TENANT, during the term hereof, shall pay all charges for water 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;
Janitorial and custodial services of the common area;
Trash and refuse disposal;
Air-conditioning and heating equipment;
Roof and roof leaks;
Windows, doors, and frames;
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 Lease Agreement (except for Saturdays, Sundays, and holidays) after 5:00 p.m. the aforementioned maintenance.

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

proper notice, LANDLORD fails to repair same as required, TENANT may make such repairs and deduct the cost thereof from rental payments or any other amounts due to LANDLORD hereunder. All of the aforesaid repairs shall be made with reasonable diligence and in a good and workmanlike manner.

ARTICLE V
HEATING, VENTILATION & 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 premises uniformly, and sufficient with TENANT's use of the Demised Premises.

ARTICLE VI
HVAC MAINTENANCE

Without limiting the obligations of LANDLORD as set forth in ARTICLE IV of this Lease 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 industry standards referenced in Exhibit "B", "HVAC System Preventative Maintenance for Leased Space" attached hereto and made a part thereof.

ARTICLE VII
JANITORIAL AND CUSTODIAL SERVICES

TENANT at its sole cost and expense, shall perform or cause to be performed in the Demised Premises, on a daily basis during the term of this Lease Agreement (except for Saturdays, Sundays, and holidays) after 6:00 p.m., the janitorial and custodial services with respect to the Demised Premises.

ARTICLE VIII
ALTERATIONS BY TENANT

TENANT may not make any alterations, additions, or improvements in or to the Demised Premises without the written consent of LANDLORD. All additions, fixtures, or improvements (except but not

limited to store and office furniture and fixtures which are readily removable without injury to the Demised Premises) shall be and remain a part of the Demised Premises at the expiration of this Lease Agreement. Subject to the above, removable partitions installed by TENANT within the Demised Premises shall remain TENANT's property and may be removed by TENANT upon the expiration of the Lease Agreement or any renewal or cancellation thereof. Throughout the term of this Agreement, LANDLORD agrees to provide any additions, fixtures, or other improvements that TENANT may request, and TENANT shall reimburse LANDLORD for any such additions, fixtures, or improvements separately invoiced to the TENANT at the rates agreed-upon with the LANDLORD for such services.

ARTICLE IX
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 Lease 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 Lease Agreement by the giving of written notice to LANDLORD at any time, notwithstanding the commencement of any repairs by LANDLORD. TENANT shall not be liable for rent during such period of time as the Demised Premises be untenantable by reason of fire, windstorm or other casualty.

In the event of partial destruction or damages to the Demised Premises which do not render the Demised Premises untenantable, the rents shall be proportionately abated in accordance with the extent to

which TENANT is deprived of use, occupancy or full enjoyment of the premises, unless TENANT exercises its right of cancellation as set forth above.

ARTICLE X
DISABLED INDIVIDUALS

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

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

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

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

ARTICLE XI
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 XII
SIGNS

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

ARTICLE XIII
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 Lease Agreement.

ARTICLE XIV
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 XV
PEACEFUL POSSESSION

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

ARTICLE XVI
SURRENDER OF DEMISED PREMISES

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

ARTICLE XVII
INDEMNIFICATION AND HOLD HARMLESS

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

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 XVIII
SUCCESSORS IN INTEREST

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

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

ARTICLE XIX
ASSIGNMENT BY LANDLORD

If the interests of LANDLORD under this Lease Agreement shall be transferred voluntarily or by reason of foreclosure or other proceedings for enforcement of any mortgage on the Demised Premises, TENANT shall be bound to such transferee (herein sometimes called the "Purchaser") for the balance of the term hereof remaining, and any extension or renewals thereof which may be effected in accordance with the terms and provisions hereof, with the same force and effect as if the Purchaser were the LANDLORD under this Lease Agreement, and TENANT does hereby agree to attorn to the Purchaser, including the Mortgagee under any such mortgage if it be the Purchaser, as its LANDLORD, said attornment to be effective and self-operative without the execution of any further instruments upon the

Purchaser succeeding to the interest of the LANDLORD under this Lease Agreement. The respective rights and obligations of TENANT and the Purchaser upon such attornment, to the extent of the then remaining balance of the term of this Lease Agreement and any such extensions and renewals, shall be and are the same as those set forth herein. In the event of such transfer of LANDLORD's interests, LANDLORD shall be released and relieved from all liabilities and responsibility to TENANT thereafter accruing under this Lease Agreement or otherwise and LANDLORD's successor by acceptance of rent from TENANT hereunder shall become liable and responsible to TENANT in respect to all obligations of the LANDLORD under this Lease Agreement. Notwithstanding any law to the contrary, LANDLORD and TENANT agree that the rights created by this Lease Agreement shall not be subordinate to any other instruments affecting the Demised Premises, such as mortgages, subsequent purchase agreements, or encumbrances, whether presently in existence or later created or filed.

ARTICLE XX
NON-DISTURBANCE

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

any mortgage, or underlying lessor, then the parties recognize that this Lease Agreement shall be and remain superior to any such ground lease agreement, underlying lease agreement, and/or mortgage entered into or executed subsequent to the date of this Lease Agreement. Further, with respect to any and all existing ground lease agreement, underlying lease agreement, and/or mortgage, prior to the commencement of the construction of LANDLORD's Work, LANDLORD shall obtain from any and all ground lessors, underlying lessors, and/or lenders a Non-Disturbance Agreement. LANDLORD and TENANT agree that the terms, conditions, and covenants contained here in shall not be altered or affected by any subsequent change in ownership of the Property by reason of foreclosure, conveyance, or otherwise. Any document purporting to transfer ownership in the Property, whether presently in existence or not, shall be subordinate to this Agreement, and subject to the terms, obligations, and covenants herein. In the event that a change of ownership in the Property results in any additional costs to TENANT by material alteration of the terms of this Agreement, LANDLORD agrees to indemnify TENANT for such costs.

ARTICLE XXI
ASSIGNMENT AND CONSENT TO THE STATE OF FLORIDA DEPARTMENT OF HEALTH

LANDLORD agrees to assignment and delegation of all rights, duties and responsibilities of the Lease to the Florida Department of Health, Miami-Dade County Health Department. Pursuant to Florida Statues, Section 255.2502, the State of Florida's performance and obligation to pay under this contract is Contingent upon an annual appropriation by the Legislature.

TENANT may assign this Lease Agreement or any part thereof or sublet all or part of the Demised Premises without prior written consent of LANDLORD. Any assignment or subletting shall be evidenced in writing to the LANDLORD. In the event of such assignment by TENANT to the State of Florida, TENANT shall be released and relieved from all liabilities and obligations to LANDLORD thereafter occurring under this Lease Agreement.

ARTICLE XXII
TERMINATION RIGHTS OF TENANT

TENANT, through its County Mayor or County Mayor's designee, shall have the right to terminate this Lease Agreement, or any portion thereof, at any time by giving LANDLORD at least ninety (90) days written notice prior to its effective date.

ARTICLE XXIII
COMMON AREA MAINTENANCE

TENANT agrees to pay to LANDLORD, in addition to the rental otherwise specified herein and due as additional rent, Common area Maintenance and real estate taxes for the Demised Premises. The cost of Common Area Maintenance and Real Estate Taxes shall be paid to LANDLORD according to TENANT's pro rata share, subject to audit, of the entire costs to the shopping center which currently is 79,003 square feet in size. The current estimated charges for both Common Area Maintenance and real estate taxes are Seven Dollars and 95/100 ($7.95) per square foot, which is equal to Nine Hundred Ninety Seven Dollars and 06/100 ($997.06) per month. TENANT's pro rata share shall not exceed that figure the first fiscal year TENANT occupies the premises. Common Area Maintenance includes the cost of security, janitorial, landscaping, insurance, on-site management, pest control and trash removal services of the common area.

ARTICLE XXIV
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
Real Estate Development Division
General Services Administration
111 NW First Street, Suite 2460
Miami, Florida 33128

LANDLORD:
Club M & G, L.C.
18646 N.W. 67 Avenue
Miami, Florida 33015

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 XXV
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 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 XXVI
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 XXVII
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 XXVIII
LANDLORD'S DEFAULT

It shall constitute a default of this Lease Agreement by LANDLORD if, except as otherwise provided in this Lease Agreement, LANDLORD fails to observe or perform any of the covenants, conditions, or provisions of this Lease Agreement to be observed or performed by LANDLORD, where such failure shall continue for a period of thirty (30) days after written notice thereof from TENANT to LANDLORD; provided, however, that if the nature of LANDLORD's non-compliance is such that more than thirty (30) days are reasonably required for its cure, then LANDLORD shall not be deemed to be in default if LANDLORD commenced such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion. In the event of any such default by LANDLORD, TENANT may at any time terminate this Lease Agreement within seven (7) days written notice to LANDLORD or bring an action for damages, or injunctive relief (it being recognized that in such event TENANT is irreparably harmed for which there is no adequate remedy at law). No remedy of TENANT provided for in the Lease Agreement shall be considered to exclude or suspend any other remedy provided for herein, but the same shall be cumulative and in addition to TENANT's remedies at law or in equity.

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

ARTICLE XXXI
RADON GAS

The following notification is required by Florida law and is provided for your information:

"Radon is a naturally occurring radioactive gas that, when it is accumulated in buildings in sufficient

quantities, may present health risks to persons who are exposed to it over time. Levels of in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed Federal and State guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit."

ARTICLE XXXII
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 XXXIII
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 XXXIV
RULES AND REGULATIONS

TENANT will abide by the Rules and Regulations attached hereto as Exhibit "D"

ARTICLE XXXV
WRITTEN AGREEMENT

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

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

(CORPORATE SEAL)

CLUB M & G, L.C.,
a Florida Limited Liability Company

WITNESS

WITNESS

By: _____
Ira M. Levenshon, (LANDLORD)
President

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

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

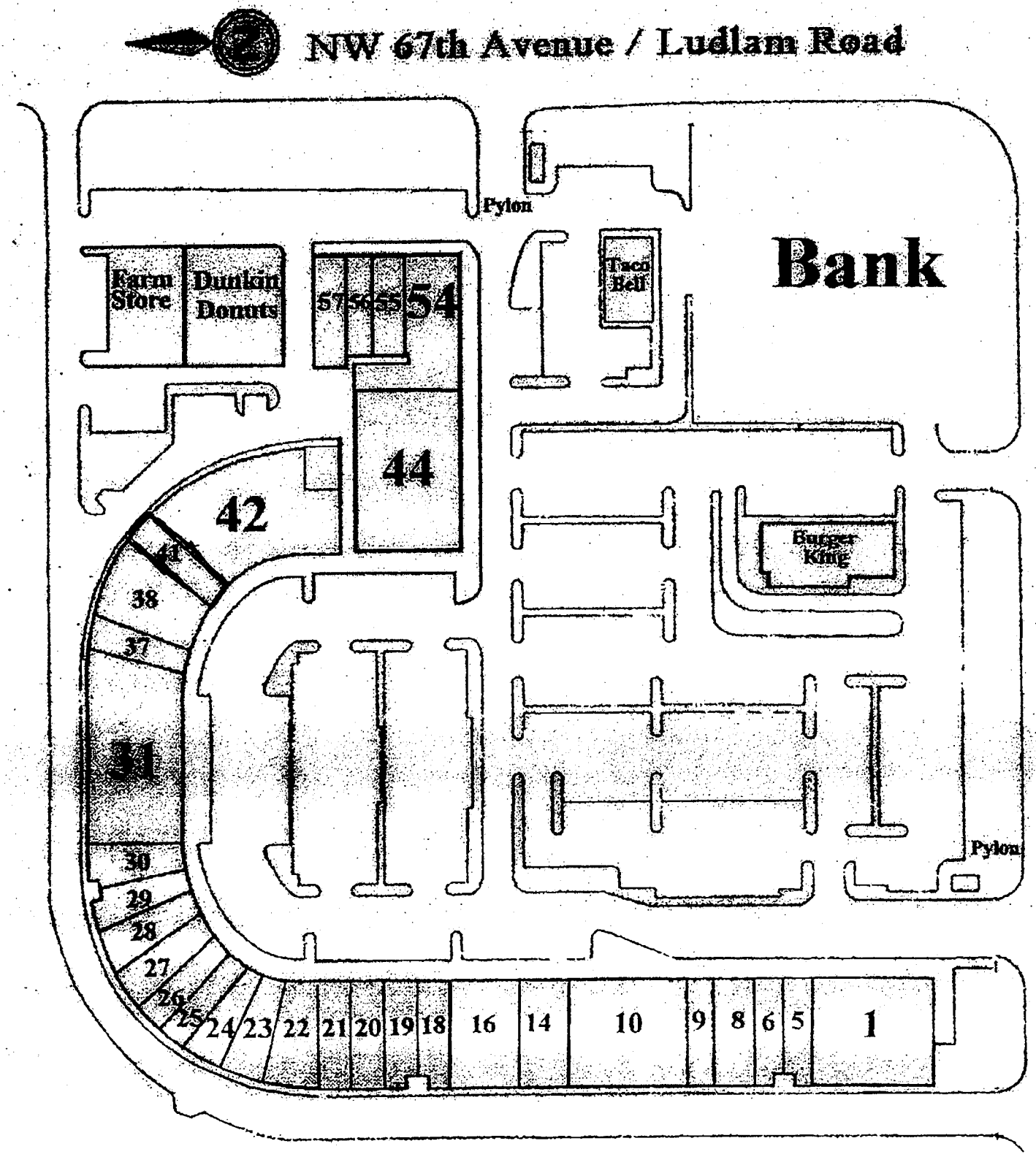
By: _____
Deputy Clerk

By: _____
Carlos Alvarez (TENANT)
County Mayor

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

EXHIBIT "A"

Country Club Plaza North



EXHIBIT"B"

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 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 "C"

Shopping Center
Restrictions

Tenant shall not sell, rent and distribute prerecorded video cassettes, video games, video tapes, video discs and video software. Tenant shall not operate as a theater, auditorium, meeting hall, school or other place of public assembly, gymnasium, health club, exercise or dance studio, dance hall, bar, off track betting business, billiard or pool hall, for bingo or similar games of chance, as a massage parlor, video game arcade, bowling alley, skating rink, car wash, car repair or car rental agency, night club or adult book or adult video tape store (which are defined as stores which any portion of the inventory is not available for sale or rental to children under 18 years old because such inventory explicitly deals with or depicts human sexuality).

Tenant shall not operate as a fast food hamburger restaurant.

Tenant shall not operate as a child care center. The foregoing shall not preclude Tenant from providing supervised or unsupervised child play areas for the benefit of the Tenant's patrons and customers.

Tenant shall not operate for the purpose of conducting business as or for use as a Family Dollar Store, Bill's Dollar Store, Fred's, Dollar Tree, Dollar Zone, Bonus Dollar, Maxway, Super Ten, McCrory's, McCrory's Dollar, or Planet Dollar.

Tenant shall not operate as a chiropractic office.

Tenant shall not use the Premises for the manufacture or sale at wholesale or retail of donuts.

Tenant shall not operate a convenience store or a grocery store.

Tenant's use shall not be as a self-service retail shoe store.

Tenant's use shall not be as a martial arts instruction studio and for the sale of martial arts equipment and goods.

Tenant shall not use its Premises for a use similar to a Subway.

Tenant's use shall not be as a discount or "value" hair styling/cutting establishment.

Tenant shall not sell Mexican Style food.

EXHIBIT "D"

RULES AND REGULATIONS

A. General Provisions

1. **Definitions.** For purposes of these rules and regulation, the following terms shall be defined as set forth below:

   Tenant: any person(s) or entity leasing or subleasing spaces within the Shopping Center.

   Manager: M² Realty Corporation, its successors or assigns.

   Occupant: Tenants and licensees shall collectively be referred to as Occupants.

   Leased Premises: Any leasable space leased or used by a Tenant or Licensee.

   Premises: Leased Premises and any occupiable space located in or on the Shopping Center, hereinafter referred to as "the Center" or "the Premises".

2. **Applicability.** These rules and regulations shall apply to all Occupants of the Center except as specifically provided herein to the contrary. The Landlord shall be permitted (but not required) to grant relief from specific rules and regulations contained herein to one or more occupants within the Center upon written request therefor and good cause shown in the sole opinion of the Landlord.

3. **Additional Rules and Amendments.** Landlord reserves the right to make such other reasonable rules and regulations which it determines, from time to time, are necessary or appropriate for the safety, care, protection, cleanliness or good order of the Center. Any such additional rules and regulations shall be binding upon each Occupant with the same force and effect as if the same had been included herein and in existence at the time the Occupant acquired its interest in the Center. Landlord further reserves the right at any time to modify or revoke any existing rule or regulation.

B. Operation of Premises.

1. **Hours of Operation.** All Occupants shall be open for business daily, fully fixtured, stocked and staffed (Christmas Day, New Years Day, Thanksgiving Day and national holidays excepted). All Occupants shall open for business no later than 10:00 o'clock A.M. and shall continuously remain open for business until 8:00 o'clock P.M., Monday through Sunday. Any Occupant may, with prior written consent of Landlord, be open for business during alternative hours or holidays, provided such opening is not in violation of applicable law. Landlord shall have the right to extend or modify such hours due to seasonal or promotional objectives and such additional hours shall be binding on all Tenants unless objected to in writing by a least 75% of all Tenants then occupying the Center.

2. **Illumination of Signs and Displays.** All Occupants of the Center shall keep their display windows, shadow boxes, if any, signs and exterior lights illuminated during the hours each business day and night designated by Landlord. All Occupants of Premises within the Center shall maintain night lights within their Premises at all times during which the same are not open for business.

3. **Signs and Advertising.** No sign, advertisement, display, notice or other letter shall be exhibited, inscribed, painted, or affixed on any part of the outside of the Premises or inside, if visible from the outside, or outside the building of which they form a part, and, no symbol, design, mark, or insignia adopted by Landlord for the Shopping Center or the tenants therein shall be used in connection with the conduct of Tenant's business in the Premises or elsewhere without, in each instance, the prior written consent of Landlord which shall not be unreasonably withheld. All such signs, displays, advertisements, and notices of Tenant so approved by Landlord shall be maintained by Tenant in good and attractive condition at Tenant's expense and risk. No tenants, banner or other advertising shall be suspended from the ceiling or interior walls of any Premises. No "for sale", "for rent", or similar sign shall be displayed in any Premises.

4. **Awnings.** No awning or other projections shall be attached to the outside walls of the Premises or the building of which they form a part without, in each instance, the prior written consent of Landlord.

5. **Plate Glass.** Tenant shall replace at its sole cost and expenses, any and all plate and other glass damaged or broken from any cause whatsoever in and about the Premises. Tenant shall procure and maintain, at its own expense, insurance covering all plate and other glass in the Premises for and in the name of Owner.

6. **Temperature of Premises.** Tenant shall keep the Premises at a temperature sufficiently high to prevent freezing of water in pipes and fixtures and shall maintain positive air pressure in the Premises so as to prevent the drawing of heated or cooled air from any enclosed area and keep the Premises comfortably heated or air conditioned.

7. **Character of Operations.** No Occupant will conduct any auction, fire, bankruptcy, or closeout sale nor conduct its business in a manner which is commonly known and accepted in a retail trade as a discount store, wholesale store, outlet store or surplus store, provided, however, this provision shall not preclude the conduct of periodic, seasonal, promotional or clearance sales nor shall it be deemed to give Landlord a right to approve or disapprove the price at which any business offers its merchandise for sale.

8. **Window Displays.** Tenant shall install and maintain at all times, displays of merchandise in the show windows of the Premises. All articles and the arrangement, style, color, and general appearance thereof in the interior of the Premises which shall be visible from the exterior thereof, including without limitation window displays, advertising matter, signs, merchandise, and store fixtures shall be maintained subject to the approval of Landlord, and Tenant shall immediately upon order from Landlord remove all or any part of such articles and arrangements that are objectionable to Landlord or take such other action with reference thereto as Landlord may direct.

9. **Pest Extermination.** Tenant shall use at Tenant's cost such pest extermination contractor as Landlord may direct and at such intervals as Landlord may require, provided the cost thereof is competitive with any similar service available to Tenant.

10. **Deliveries.** Each Occupant shall use its best efforts to cause all delivery vehicles servicing the Premises to load and unload all supplies, goods, packages, furniture, equipment and all other items being delivered to the Occupant prior to 10:00 o'clock A.M. Delivery during other business hours shall not be absolutely prohibited, provided such deliveries do not in the reasonable opinion of the Landlord constitute a nuisance to the operation of the Center.

11. **Window Cleaning.** Tenant at its expense shall participate in any reasonable window cleaning program that may be established by Landlord for all or substantially all other stores in the Center and shall not permit window cleaning or other exterior maintenance or janitorial services in and for the Premises to be performed except by such person(s) as shall be approved by Landlord and except during reasonable hours designated for such purpose by Landlord.

12. **Center Logo.** Tenant shall use the Shopping Center name and logo, if any be designated by Landlord, as either may be changed from time to time, in referring to the location of the Premises in all newspapers, radio, television or other advertising. Such logo shall be and remain in the sole property of Landlord and Landlord may revoke the license hereby granted to Tenant for the use of same at any time.

13. **Theft or Loss.** Each Occupant is fully responsible for the protection of its premises and the contents thereof form robbery, theft, vandalism, pilferage or other loss.

C. Restrictions and Prohibitions.

1. **Nuisances.** No business will use or permit the use of any apparatus for sound production or transmission or any exterior lighting such as flashing lights, search lights, etc., or television or radio broadcast or permit live entertainment within or outside of the Premise in such a manner so that the media may be heard or experienced outside the Premises. No Occupant will cause or permit objectionable odors to emanate or be dispelled from the premises.

2. **Television and Radio Equipment.** No Occupant shall be permitted to install any antenna or aerial wire, or radio or television equipment inside or outside the Premises without the prior written approval of the Landlord, which shall specify the terms and conditions for any such installation.

3. **Vending Machines.** No Occupant may operate for use by the general public any coin or token operated vending machine or similar device for the sale of any goods, wares, merchandise, food, beverages or services including, but not limited to, pay telephones, pay lockers, pay toilets, scales, amusement devices, machines for sale of beverages, foods, candy, cigarettes, or other commodities without prior written consent of the Landlord. Any Occupant may

install said vending machines or devices for use only by such Occupant and its employees, provided such installation is in a non-sales area.

4. **Trash and Garbage.** No Occupant shall permit the accumulation of rubbish, trash, garbage and other refuse in and around its Premises. All garbage and refuse shall be kept in the kind of container specified by Landlord, and shall be placed in the area specified by Landlord and prepared for collection in the manner and at the times and places specified by Landlord. If Landlord shall provide or designate a service for picking up refuse and garbage, Tenant shall use same at Tenant's cost, provided that such cost shall be competitive with any similar service available to Tenant. Tenant will not install or cause to be installed any automatic garbage disposal equipment without the prior written consent of Landlord. No burning of trash, refuse or waste materials shall be allowed.

5. **Hazardous Substances or Conditions.** No Tenant shall overload the floor of its Premises or use or operate any machinery equipment or other device, which is harmful to the Premises. No Occupant shall keep in its Premises any inflammable, combustible or explosive substance or any substance, which would create or tend to create a dangerous or combustible condition. Furthermore, no Tenant shall install electrical or other equipment, which the Landlord determines might cause impairment or interference with the provisions of services to the Center. Any Occupant whose business requires use or possession of extra hazardous substances, or entails extra hazardous operations or conditions, shall so advise the Landlord and shall obtain their consent prior to bringing such substances onto or creating such condition within the Premises. Any damage to persons or property resulting or arising out of such use shall be the sole responsibility of such Occupant.

6. **Animals.** No animals shall be permitted within any of the Premises except in the event of pet store, veterinary clinic, or similar businesses specifically approved by the Landlord.

7. **Exterior Painting and decorating.** Following completion of its Premises, no Occupant shall change the color, type of paint or stain or other covering on any part of the exterior or interior thereof, without first obtaining the Landlord's written approval of any such painting, alteration or decorating. Upon notice from the Landlord, any Occupant will promptly remove any paint or decoration or alteration, which has been so applied or installed without prior written approval, or take such action with reference thereto as the Landlord may direct.

8. **Insurance Rates.** No Occupant shall permit or suffer anything to be done or kept in its Premises, which will increase the rate of insurance for such Premises or the Center.

9. **Concessionaires.** Tenant shall not permit any business or activity to be operated in or from the Premises by any concessionaire, licensee, or invitee without the prior written consent of Landlord.

10. **Clean Air Act.** Tenant shall comply with, and cause its employees, agents and contractors to comply with, the provisions of the Florida Clean Air Act with respect to the Premises and the Shopping Center; Tenant's obligations shall include, without limitation: (i) posting prominently displayed "No Smoking" signs within the Premises; (ii) notifying its employees, agents and contractors that they may not smoke anywhere within the Premises or any other enclosed areas of the Shopping Center, and enforcing such no smoking rules; (iii) developing and implementing a compliance policy for the no smoking rules for the Premises and the enclosed areas of the Shopping Center and furnishing a copy of the same to Landlord. Tenant shall indemnify, defend and hold harmless Landlord from any claims, costs, fees, liability, damage or expense which Landlord may incur as a result of [illegible] violations of the Florida Clean Air Act by Tenant or its employees, agents, contractors or invitees or [illegible] no smoking rules for the Premises and the enclosed areas of the Shopping Center by Tenant or its employees, agents or contractors.

D. **Use of Common Areas and Operation of Center.**

1. **Use of Sidewalks and Parking Areas.** No Occupant may use any sidewalk, or walkway or any vestibule or entrance of its Premises or any portion of the common areas, for keeping, displaying, advertising or sale of any merchandise, equipment, devises or objects except with the Landlord's prior written approval. Every Occupant's right to use all sidewalks, vestibules, entrances, parking areas, corridors, and other common areas of the Center is limited to ingress and egress and parking for no other use. No Occupant shall permit the encumbrance or obstruction of any portion of the common areas. The Landlord reserves the right to control and operate all common areas in such manner as it deems best for the benefit of the Center generally, including the grant of exclusive use of the certain portions of the common areas as Landlord sees fit from time to time. No Occupant shall obstruct, litter, mar, or damage any part of the hallways, corridors, exterior door or walls, landscaped areas, or any other portion of the common areas, and any Occupant shall be responsible for any such damage caused by it or its employees, agents, or contractors.

2. **Employee Parking.** The Landlord shall have the right from time to time to designate those spaces which shall be used for parking by employees of Occupants or to grant exclusive use of parking spaces as Landlord deems in the best interest of the Center as a whole. In the event such a designation is made, no employees may park in any parking areas other than that specifically designated for their use. Any employee vehicle parked in any such area shall be subject to such fines as are established by the Landlord. In furtherance, hereof, Tenant shall furnish Landlord with State automobile license numbers assigned to Tenant's car(s) and those of its employees within five (5) days after the Rental Commencement Date and shall thereafter notify Landlord of any changes within five (5) days after such changes occur. If Tenant or its employees shall fail to park their cars in the designated parking areas after giving notice to Tenant, Landlord shall have the right to charge Tenant as Additional Rent, Twenty ($20.00) dollars per day per car parked in any parking area other than those designated. Tenant shall require each of its on-Premises employees, as a condition of their employment, to acknowledge in writing each such employee's agreement to abide by all of the rules and regulations established by Landlord with respect to the Shopping Center parking lot and employees parking. Tenant shall take such action as is necessary in order to enforce such agreements on behalf of both Landlord and Tenant.

3. **Security.** The Landlord may take all the measures it may deem reasonably necessary or appropriate for the security of the Center, the Occupants and their invitees, licensees or employees including, but not limited to, searching for cause or suspected cause of any person entering, leaving, or within the Center, the evacuation of the Center or any part thereof for drill purposes or otherwise, the temporary denial to Occupants and their invitees, employees, or licensees of access to the Center of any portion thereof, and the closing of the Center on non-business days, legal holidays, and after business hours.

4. **Solicitations.** Solicitations, including the distribution of had bills or other advertising matter by any Occupant is prohibited within the Center or the parking areas unless specifically authorized in advance by the Landlord.

E. **Enforcement.**

1. **Merchant's Association.** Tenant agrees to join a merchant's association (the "Association") for the Center whether the Association is presently in existence or formed at any time during the term of Tenant's lease and/or occupancy, including any renewal term. Tenant agrees to contribute toward the Association such sum as the members thereof may equitably assess and shall, in addition to all rules and regulations imposed by the Landlord, abide by any and all rules and regulations promulgated by the Association.

2. **Compliance; Fines.** Every Occupant shall comply with these rules and regulations as set forth herein, and any and all rules and regulations, which from time to time may be adopted by Landlord or by the Association. Failure of an Occupant to so comply shall be grounds for action, which may include, without limitation, an action to recover sums due for damages, injunctive relief or any combination thereof. In addition to all other remedies, in the sole discretion of the Landlord or the Association, a fine or fines may be imposed upon an Occupant for failure of an Occupant, its guest, invitees, lessees or employees, to comply with any restriction, rule, or regulation after notice of such violation and shall pay to Landlord one hundred and 00/100 dollars ($100.00) for each day or portion thereof that Tenant fails to correct such violation. Any violation of these rules and regulations which is not immediately corrected upon notice to Tenant by Landlord shall be deemed an event of default under such Tenant's lease.

ACKNOWLEDGMENT

This is to acknowledge that the General Services Administration, Facilities and Utilities Management Division of Miami-Dade County, is acting as our Leasing Agent. It is understood that all leases for rental facilities will be facilitated by Miami-Dade County and approved by its Board of County Commissioners for the Miami-Dade County Health Department, a State agency, under the State of Florida Department of Health. This is to confirm that once a lease agreement is approved and properly executed by the Miami-Dade County Board of County Commissioners, the Miami-Dade County Health Department will be solely responsible for all legal obligations under the Lease Agreement, including but not limited to all rental payments and/or renovation costs due to the Landlord. Subject to the limitations of Florida Statute §768.28, if applicable, the State of Florida Department of Health, Miami-Dade County Health Department agrees to indemnify and hold harmless Miami-Dade County for all claims, fees, assessments and legal obligation arising out of said leases.

As our Leasing Agent, Miami-Dade County shall be authorized to exercise renewal options, cancellations and facilitate Amendments to all subject leases, on behalf of the State of Florida Department of Health, Miami-Dade County Health Department.

This Acknowledgment applies to all existing Leases that have been approved by the Miami-Dade Board of County Commissioners for the State of Florida Department of Health, Miami-Dade County Health Department.

STATE OF FLORIDA HEALTH DEPARTMENT
MIAMI-DADE COUNTY HEALTH DEPARTMENT

By: _____

Dr. Lillian Rivera, Director

Date: 8-14-09

Lease Agreement:

Address: 18680 N.W. 67 Avenue, Unit # 41, Miami, Florida 33015

Landlord: Club M & G L.C., a Florida Limited Liability Company

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